IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME I.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Petitioner's Exhibit 1.

The President of the United States of America, to International Mercantile Marine Co., 9 Broadway, New York, N. Y., GREETING:

WE COMMAND YOU, That all business and excuses being laid aside, you appear and attend before Charles E. Pickett, Special Examiner in the District Court of the United States of America for the Southern District of New York, at a hearing to be held at Room 101, in the United States Court House and Post Office Building, in the Borough of Manhattan, City of New York, in and for the said Southern District of New York, on the 17th day of June, 1912, at eleven o'clock in the forenoon and give evidence in a certain action now pending and undetermined in the District Court of the United States for the Southern District of New York, between the United States of America, plaintiff, and Hamburg-Amerikanische Packet-fahrt-Actien Gesellschaft, *et al.*, defendants, on the part of the United States and not to depart the court without leave thereof or of the District Attorney, and that you bring with you and produce at the time and place aforesaid, the following:

The letters and letterpress or other copies of letters exchanged between you and your officers and agents and employees in Europe and in the United States at divers times in the years 1908, 1909, 1910, referring and relating to the formation, the terms, the execution and the maintenance of a certain written agreement entitled "AA" of February 5, 1908, between the Allan Line and Cunard Line, the Anchor Line and various other lines therein mentioned, agreements entered into by said corporations at London, England, on or about March 25, 1908, relating to the operation by said lines of ships in competition with the ships of lines not parties to said agreement "AA," and to the operation of "fighting," "opposition," "competitive," or "defending" steamers by said corporations, parties to said

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agreement "AA" from time to time in the years 1908, 1909, 1910, and the fixing and payment of compensation therefor, and to the rules made by said lines as to the employment of their agents as agents of other lines and the enforcement of such rules.

And all other deeds, evidences and writings which you have in your custody or power concerning the premises. And for a failure to attend and produce said documents, you will be deemed guilty of a contempt of court, and liable to pay all loss and damages sustained thereby to the party aggrieved and forfeit
5 Two hundred and fifty Dollars in addition thereto, and to other penalties of the law.

Witness, the Hon. George C. Holt, Senior Judge of the United States District Court at the Borough of Manhattan, in the City of New York, on the 12th day of June, 1912.

THOS. ALEXANDER.
Clerk.

Henry A. Wise,
United States Attorney for the
Southern District of New York.

(Marshal's Return Attached to Exhibit No. 1.)

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I hereby certify, That on the 13th day of June, 1912, at the City of New York, in my district I served the within subp. *duces tecum* upon the within named International Mercantile Marine Co., by exhibiting to Robinson Leech of the firm of Burlingham, Montgomery & Beecher, attorneys for above company at 27 William Street the within original, and at the same time leaving with him a copy thereof as per admission of service.

W. HENKEL,
United States Marshal,
Southern District of New York.

Dated, June 14, 1912.
(J. G.)

Petitioner's Exhibit 2.

NORDATLANTISCHER
DAMPFER-LINIEN VERBAND

NORTHATLANTIC
STEAMSHIP-LINES ASSOCIATION

CONTRACT CONCLUDED AT HAMBURG, JANUARY 19TH 1892 TO TAKE EFFECT FEBRUARY 1ST 1892.

CONTRACT.

Between the following Transatlantic Steamship Lines namely:

1. The Hamburg - Amerikanische Packet - Fahrt - Aktien-Gesellschaft on behalf of itself as well as on behalf of the firm of R. M. Sloman & Co. (Union) in Hamburg,
2. The Nederlandsch Amerikaansche Stoomvaart Maatschappij in Rotterdam,
3. The Norddeutscher Loyd in Bremen,
4. The Société Anonyme de Navigation Belge Americaine (Red Star Line) in Antwerp on behalf of itself as well as on behalf of the International Navigation Company (Continental Service) in Philadelphia,

the following Contract has this day been concluded:

Commentary to the preamble.

The remark in respect to the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft (made sub 1) to the effect, that the same also signs for the Union, is to be understood to imply that these two Lines are to be considered in the sense of this contract completely

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as one contracting Party, so that infractions of the contract which are committed by or against one of these two Lines; for instance an exit of the Union in contravention of this Contract, would entail the forfeit of the deposit made by the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft.

All communications which under this contract are to be made to or by either of the two named Lines are always to be directed exclusively to the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, or to be made by the same.

11 In the whole further course of the contract as well as of the commentary there will for simplicity's sake only be spoken of the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft; the Union to be always considered as included in that term.

All foregoing stipulations shall also apply to the Société Anonyme de Navigation Belge Américaine and the International Navigation Company (Continental Service), the Société Anonyme de Navigation Belge Américaine acting for the International Navigation Company (Continental Service) in the same way as the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft for the Union.

12 ARTICLE 1.

The Lines before named guarantee to each other the percental participation, as defined and provided for in articles 3 to 8 of this contract, of the total number of steerage passengers (hereinafter called "steeragers") forwarded by them in the course of the year to and via the United States of North-America and Canada, so far as this transportation takes place from a port of the European Continent north of Cadiz (Cadiz included) or from a port of Great-Britain and Ireland.

Petitioner's Exhibit 2

Commentary to Article 1.

It is agreed, that Scandinavia (Denmark included) in the sense of this contract is considered as part of the European Continent, so that the same accordingly also embraces the whole coast of the Baltic.

ARTICLE 2.

All passengers forwarded in any intermediate class between steerage and cabin, are, as defined in article 21, to be considered as Steerage passengers in the sense and meaning of this contract.

Commentary to Article 2.

The word cabin in the sense of this contract is understood to mean the first and the second cabin.

Intermediate or even cabin passengers are steeragers unless they pay the lowest cabinfare as defined in article 21.

Steeragers once embarked by a Line cannot be counted a second time by the same Line or any other Line in case of transfers by accidents etc.

ARTICLE 3.

The proportions in which the Lines participate in the Total-Transportation of Steeragers in accordance with article 1 of this contract are fixed (subject to alterations which may be affected by any of the following articles) as follows, viz:

1) the Norddeutscher Lloyd 39.7%
2) the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft ..... 24.8 "
3) the Red Star Line ..... 13.5 "
4) the Rotterdam Line ..... 8.—"

(for the British Lines 14% is set apart)

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Commentary to Article 3.

It has been stipulated when agreeing upon the percental participation fixed for the Continental Lines, that the British Lines with whom the additional agreement of this contract has been concluded, shall have a fixed participation of 14% of the total transportation, so that 86% remain for the Continental Lines.

The percental participation of the Lines has been ascertained from average calculations of the statistics of the number of steeragers forwarded by all the Lines in the course of the last years and which have been
17 accepted by all Lines as being accurate.

These statistics have shown the following figures:

1) Average of the years 1881 to 1890 (without taking into account the passengers forwarded by the Carr Line)

Norddeutscher Lloyd	42.50%
Packetfahrt	22.78 "
Red Star Line	12.85 "
Rotterdam	7.12 "
British Lines	14.75 "

2) Average from 1882 to September 1891 (also without taking into account the Carr Line, but deducting
18 for the Packetfahrt and the Rotterdam Line 5000 Russians for each in 1891).

Norddeutscher Lloyd	41.39%
Packetfahrt	23.43 "
Red Star Line	13.24 "
Rotterdam	7.74 "
British Lines	14.20 "

3) Average of the year 1882 to September 1891 (including the passengers forwarded by the Carr Line, but deducting for the Packetfahrt and for the Rotterdam Line 5000 Russians for each in 1891),

Norddeutscher Lloyd 40.38%
Packetfahrt .....25.31 "
Red Star Line .....12.91 "
Rotterdam ..... 7.55 "
British Lines .....13.85 "

4) Average of the year 1890.

Norddeutscher Lloyd 39.89%
Packetfahrt .....26.35 "
Red Star Line .....13.36 "
Rotterdam ..... 7.65 "
British Lines .....12.75 "

As a compromise between these different figures, it was finally and after long debates agreed to adopt the figures stipulated in article 3, namely:

Norddeutscher Lloyd ....39.7 %
Packetfahrt .....24.8 "
Red Star Line .....13.5 "
Rotterdam ..... 8.— "
British Lines .....14.— "

which figures shall be the fundamental basis of the right of participation of the several Lines.

ARTICLE 4.

The percental participation as ascertained in accordance with Article 3, will be subject to alteration according to alterations of the tonnage of the vessels employed by each Line for the transportation of steerages in the course of a year, and changes as against what the tonnage so employed was in the year 1890 as defined in articles 5-8.

The term tonnage in the sense of this and of all the following articles is understood to mean the amount which results out of the addition of the Gross Register Tonnage (according to British Lloyd's Register) which has been employed on each single voyage.

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Commentary to Article 4.

Although the meaning of this contract is certainly this, that the competition existing between the Lines to the detriment of all of them shall so far as practicable be done away with, and that therefore all the Lines shall be bound to remain so far as it is practicable within the bounds of the average of the percentage allotted to them as their share, on the other hand no one Line shall by this contract be deprived of the possibility to extend by means of an increase of their fleet or by the more frequent utilization of the
23 same.

It was therefore necessary to find means by which in case of such an extension occurring, a proportionate alteration of the participation stipulated in article 3 could be attained.

In finding this remedy it was impossible to start from the assumption, that any future alterations could be effected on the basis of the number of steeragers actually forwarded, because in that case the purpose of the contract would be entirely frustrated, in as much as each Line would then naturally make all efforts to procure the largest possible number of steeragers. But it appears an expedient not only rational
24 but also fully meeting the purposes of this contract that an alteration of the participations stipulated in article 3, should be brought about in this manner, namely, that the increase of the total of the tonnage employed on each single voyage be linked to a corresponding increase of the participation.

On this point there was a difference of opinion as to whether such alterations in the tonnage employed should be dealt with in such a manner, that the tonnage employed in the respective year should be taken as forming a constant factor for the entire following year or whether the alterations in respect to the tonnage should at all times take effect forthwith.

In the course of the discussion of this point it finally appeared that very weighty reasons spoke in favor of letting the alterations in respect to the tonnage take effect in every case forthwith, and it was accordingly so decided, but at the same time it was especially pointed out, that if the operation of this decision should in the course of the first year prove impracticable, an alteration of the modus now decided upon, should then be taken into reconsideration. 25

The parties who dissented from the modus finally decided upon as above, more especially pointed out in the ensuing discussion, that if the alteration in respect to the tonnage should in each case take effect forthwith, it would be almost impossible for the Secretary to compile the compensation accounts, in as much as the Secretary would be quite unable to see whether a Line which for example in the commencement of the year greatly exceeds in point of employed tonnage the percentage allotted to it for the entire year, will actually be in excess of its percentage or if the excess which has arisen in the first months will be adjusted again by a decrease arising in the last months of the year or whether the reverse will be the case. 26

But as against this it was contended that each Line is at all times in a position to prove through what cause or causes the increase or decrease has been brought about. And it was thought that the objections raised on these points must appear groundless if it be borne in mind, that it is to be considered as most especially stipulated that although the Secretary has to compile the adjustment accounts monthly, the actual compensation and the settlement of the compensation moneys is *de facto* effected only after the close of the year. 27

In conformity with this latter argument it was by the consent of all parties decided and stipulated that the compensation account shall be adjusted and settled not before the end of the year, but that the monthly accounts prepared by the Secretary are to be so ar-

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ranged as to clearly show at all times the position in which the Lines stood to each other with regard to the tonnage employed by them in the course of the year.

ARTICLE 5.

In order to ascertain the alterations produced by the application of article 4, it will be ascertained what tonnage a Line has employed in a year for the transportation of steeragers as against such tonnage in the year 1890.

Commentary to Article 5.

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No comment needed.

ARTICLE 6.

If any of the Lines increase the tonnage of the vessels employed by them for the transportation of steeragers in accordance with article 1, as against their tonnage so employed in the year 1890, such increase to be counted for them only by seventy percent.

For every increase of 1000 tons, each Line will be allowed a certain number of steeragers, such number to be equal to the number of steeragers resulting for each 1000 tons of the total tonnage employed in the current year by all the Lines. Fractions of 1000 tons to count *pro rata*.

30

Commentary to Article 6.

Opinions differed materially as to the manner in which an increase of tonnage should be accounted for to any one line. At the outset it was thought by all the parties that the percental participation quota of a Line fixed as basis in article 3, should be altered in the same proportion as the tonnage of the Line for the year shows an increase over its tonnage as against the year 1890.

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It however soon appeared when an arithmetical example had been worked out, that the total of the figures resulting does not precisely come to 100 percent, but exceeds this latter figure or fails to reach it.

This result which at first appeared extremely surprising, was finally acknowledged to be perfectly correct and as naturally arising from the fact, that the percental proportion of the tonnage employed in a year, slightly differs from the percental proportion of the passenger transportation of the Lines in the same year.

In taking the percental proportion of the passenger transportation as a basis for the alterations on the one hand and in applying for the same on the other hand the percental proportion of the employed tonnage, the result naturally could not be otherwise but that the alterations in the aggregate did not exactly come to 100 percent. After long deliberations it was agreed that the difficulty presenting itself in this respect should be overcome by adoption of the modus set forth in the 2nd alinea of article 6. It is understood that the equivalent of tonnage versus steeragers is based on the total number of steeragers carried.

32

The operation of this article will be sufficiently explained by the following example:

Take the supposed total numbers of steeragers carried in one year as amounting to 300000 and suppose that the Norddeutscher Lloyd has in that same year employed 20000 tons more than in the year 1890. Further that the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft has employed 10000 tons more, the Red Star Line 20000 tons less (and supposing this to form a decrease of 12% as against 1890) and the Rotterdam Line 12000 more than in the year 1890, and that in taking the average of the current year, it resulted that 100 steeragers have been carried on each 1000 tons of the total tonnage employed by all the Lines.

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Then the example resulting would be this:

1) The Norddeutscher Lloyd having employed 20000 tons more, these would be counted for 70 percent namely for 14000 tons or for 1400 steeragers.

2) The Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft gets 7000 tons bonified or 700 steeragers.

3) In the case of the Red Star Line 15000 will have to be deducted (as explained in the following article) viz: 10% = 16666 2/3 at 70 percent = 11666 2/3, and 2% = 3333 1/3 full, which is equal to 1500 steer-
35 agers.

4) The Rotterdam Line is bonified 8400 tons = 840 steeragers.

From the total number of the steerage transportation there must be deducted in the first instance the invariable percentage of 14 percent allotted to the British Lines (vide clause 3 of the additional agreement) namely: 42000, leaving 258000.

From this latter figure are to be subtracted 1400 steeragers to be bonified to the Norddeutscher Lloyd, 700 to the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft and 840 to the Rotterdam Line or together 2940 steeragers and to be added 1500 steer-
36 agers deducted on behalf of the Red Star Line, leaving after a final subtraction of 1440 steeragers the number of 256560 being 86% or 2983.25% = 1%; therefore the

Nordd. Lloyd receives	39.7%	= 118435	+ 1400	= 119835
Packetfahrt receives	24.8 "	= 73985	+ 700	= 74685
Red Star Line "	13.5 "	= 40274	— 1500	= 38774
Rotterdam Line "	8.— "	= 23866	+ 840	= 24706
British Lines "	14 "	= as above		42000
				300000

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ARTICLE 7.

If any of the Lines should voluntarily or compulsorily decrease the tonnage of the vessels employed by them for the transportation of steeragers in accordance with article 1, below the tonnage so employed by them in the year 1890, such decrease will also be counted only by seventy percent and proportionate to the decrease so to be counted, a number of steeragers will be deducted from the percental participation of the Line in the total transportation of steeragers under analogous application of the modus stipulated in article 6, al. 2 in the case of an increase of the tonnage.

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But in the event of the decrease of the tonnage amounting to more than 10 percent, as compared with the tonnage of the year 1890, such decrease, so far as it exceeds 10 percent, shall be counted full and shall not be counted only by seventy percent.

Commentary to Article 7.

Thus a Line showing a decrease of eleven percent in the tonnage the first ten percent to be counted as seven percent, the eleventh percent to be counted full, thus in all eight percent.

An instance of how the relative calculation is to be made is already contained in the example given in reference to article 6.

39

ARTICLE 8.

For the purposes of articles 4 to 7, the tonnage of vessels owned, leased, chartered or controlled by any of the Lines without regard to the flag in respect of voyages on which the number of steeragers carried at the time has been less than 50, shall not be taken into account.

40 *Petitioner's Exhibit 2*

Commentary to Article 8.

This article refers only to the tonnage and it is understood that the 50 or less steeragers count for the pool.

ARTICLE 9.

If a Line ceases to carry steeragers in the sense of article 1, its share of participation will be divided amongst the other Lines in proportion to the percental participation appertaining to each Line according to article 3.

41 Commentary to Article 9.

1) This stipulation applies only to the Continental Lines concluding the principal contract, for in clause 3 of the additional agreement it is stipulated that alterations regarding the number of British Lines shall not affect the percental participation.

Article 9 is therefore understood to mean that if a Continental Line ceases to exist, its proportion devolves upon the remaining Continental Lines.

2) In case a Line ceases to entirely exist or ceases to forward steeragers, the deposit made by such Line will be returned to it after the expiration of the 6
42 months lapse stipulated in article 26, but only if and in so far as no claim lays against the deposit under this contract.

But if a Line transfers its business to a successor or if an amalgamation with another Line takes place, the Line so transferring its business is bound to make it binding upon its successor to enter into this contract and to become a party to it with all the rights and obligations arising out of this contract, and the deposit made by the former Line, forthwith devolves upon the other Line and stands valid on behalf of the latter.

Petitioner's Exhibit 2

ARTICLE 10.

If any of the Lines are compelled by *vis major* to discontinue their entire service or even only their steerage service for longer than 4 weeks after its last sailing (the day of this sailing included), such Line ceases to be a party to this contract from the date of its last sailing, but becomes a party to it again immediately upon the resumption of its service or even only of its steerage service.

In the interval the participation-quota of such Line devolves *pro rata* of the participation as per article 3 upon the other Lines.

In case two Lines are compelled contemporaneously to discontinue their steerage services for longer than 4 weeks from their last sailing, the present contract to be suspended so long as such discontinuance of the services lasts, beginning from the last sailing.

Commentary to Article 10.

It was not considered feasible to closely define the conception of "*vis major*," in as much as the opinion generally prevailed that it would be impossible to exhaust all the eventualities which might in this respect arise.

But it was unanimously thought that not only the blockade of ports, war and similar events of a political or revolutionary kind should be comprised in the conception of *vis major*, but that also obstructions of ports by ice or from other causes, as for instance: if a narrow fairway should be completely closed up by a sunken vessel in or outside of a port, shall be considered as *vis major*.

A Line ceasing to be a party means, that the accounts are closed with it up to the day when the Line had its last sailing, and a Line becoming a party again means that the accounts are reopened with it from the day of its rejoining the contract, that is from the day of its first sailing.

46 *Petitioner's Exhibit 2*

ARTICLE 11.

Any Line or Lines whose steerage transportation in a year exceeds in point of number, the proportions fixed by articles 3 to 8, have to pay a compensation price of Mark 60 for each passenger carried in excess of the established proportion.

Such money to be paid to the Line or Lines who have not reached their participation-quota and such payments to be made in proportion to the number of steeragers which each Line is short.

Commentary to Article 11.

47 The stipulation of a compensation payment for each steerager carried beyond the proportion allotted by this contract forms one of the main features of the entire contract. Although the payment of such compensation is certainly not the intent and purpose of the contract, it is nevertheless the requisite means to deter the Lines from following the tendency to exceed their proportion.

The compensation price has been fixed at the figure of M. 60.—. in order to make it an effective deterrent.

On the other hand the possibility ought not to be excluded to effect alterations with respect to this figure in the event of it becoming evident, that from extra-
48 ordinary causes, the stipulated compensation proves to be too low or too high for the purposes of this contract.

If for instance the steerage-rates by any Line should fall below M. 100 the compensation price of M. 60 was considered excessive, whilst it would be too low for the purposes of this contract in case the steerage-rate for any Line should rise beyond M. 150.

It was therefore unanimously agreed that the compensation price should be subject to alteration by a decision of the Board of Presidents taken by majority, (see article 35,) if it becomes patent, that an unbearable state of things would arise if the stipulated compensation price be adhered to.

Petitioner's Exhibit 2

It was however understood that alterations of the compensation price can in no case be decided otherwise than to take effect on the first of the coming month.

ARTICLE 12.

If it should be covenanted whilst this present contract is in force, that steerагers from certain territories are to be excluded from the terms and conditions of this present contract, then such steerагers will not be taken into account for any Line in respect of the compensation accounts in so far as their number for such Line from all such territories does not exceed 10 percent of the total number of steerагers carried in the same year by the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, unless otherwise decided by unanimous vote of the Board of Presidents.

But in such cases the Lines have to make arrangements which will enable them to prove indubitably that such steerагers are rightly to be considered as excepted from this present contract, and the Lines are bound in respect of such proof to forthwith comply with any directions which the Board of Secretaries may give in the matter.

It is understood, that in the case of countries being exempted from this contract such exemptions shall only apply to Agents and Passengers residing in such countries.

Nothing herein contained shall authorize the exclusion from the contract of the Scandinavian or British steerагers carried by the Continental Lines except as provided by clause 13 of the additional agreement.

Commentary to Article 12.

At the beginning of article 12 provision is made for the exclusion of certain passengers.

52 What is hereby aimed at is that such an exclusion shall in the first instance be determined by the Board of Secretaries.

But if a direction given by the Board of Secretaries in respect hereto, should meet with the opposition of any of the Lines, the Board of Presidents is entitled to decide by majority (see article 35) that certain territories shall be excluded.

And it was especially agreed that such a decision of the Board of Presidents shall not be open to an appeal to the Arbitrator.

53 It was understood that if the number of steeragers in question amounts to 12 percent, only 2 percent shall be counted, so that an amount of ten percent shall not under any circumstances be taken into account.

This restriction to 10 per cent of the Packetfahrts number does not apply to the Norddeutscher Lloyd Genoa Service.

The Compagnie Générale Transatlantique having definitely refused to become a member of this contract it is agreed, that France, Italy and Switzerland shall belong to the excluded territories as also steeragers from Asia, Africa, Turkey, Greece who are booked in the exempted countries, so long as the refusal of the Compagnie Générale Transatlantique continues.—

54 It is understood that the rates for France, Italy and Switzerland can only be given to agents and to or for steeragers residing in these countries.— This implies that steeragers not originating from France, Italy, Switzerland, Asia, etc. in the sense beforenamed (viz: that they are not residents in these countries) count as contract passengers. (This applies also to the Norddeutscher Lloyd Genoa Service.)

ARTICLE 13.

The compensation price fixed by article 11, as also the statistics relating to the transportation of steeragers, is in all cases based upon the number of persons

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or souls, so that children and infants always count as full passengers in the sense of this present contract.

Commentary to Article 13.

The stipulation contained in this article was deemed necessary, in view of the fact, that if for children and infants certain fractions of the rate for adults were to be reckoned, the accounts would be unduly complicated.

ARTICLE 14.

56

The compensation provided for in article 11 will be effected at the end of each calendar year on the basis of a compensation-account.

Such compensation-account to be prepared by a Board of Secretaries to be appointed under this present contract, (vide article 34) and is to be settled between the Lines by cash payment or by bills at short sight on Berlin, within 14 days of the date on which the account has been received.

Objections to the correctness of the accounts must be submitted to the Board of Secretaries (otherwise the objection is considered as void), but form no release from the obligation to effect a provisional settlement.

57

Commentary to Article 14.

It appeared right to stipulate that objections to the accounts of the Board of Secretaries should be precluded unless such objections be made within 4 weeks, so that after the lapse of this period the relative accounts should stand unimpeached. But on the other hand it appeared necessary that each Line should be bound to immediately effect the settlement of the *de-facto* compensation, notwithstanding the pending objection to such compensation.

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ARTICLE 15.

Each Line undertakes to arrange its service in such a manner that the number of steeragers which it actually carries, corresponds as nearly as possible with the number allotted to it by this present contract.

Commentary to Article 15.

As already explained in the comment to article 11 the payment of the compensation moneys is not the object of this contract, but merely the means of deterring the lines from endeavoring to exceed their
59 participation-quota.

ARTICLE 16.

For the purposes of the compilation of the compensation-accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23d and last day of a month their statistics of the steeragers and also of 2d cabin passengers carried by them in the course of the preceeding weeks, as likewise of the tonnage of the steamers employed for that purpose, and the destination of the steamers.

A fine of 100 Mark per day shall be imposed upon any Line delaying the delivery of its statistics.

60 From the total number to be furnished of the steeragers carried, such steeragers who have been returned by order of the authorities of the United States of North-America or Canada as also the steeragers, who are not to be taken into account in accordance with article 12, will be deducted.

The Secretary has to furnish to the Lines weekly the statistics of the passengers carried and monthly a statement showing the position of the Lines versus each other and not later than on the 15th of each month for the preceeding month.

Petitioner's Exhibit 2

Commentary to Article 16.

No comment needed.

ARTICLE 17.

In case the results thus obtained show, that any of the Lines have exceeded their proportion or have remained below it, such Line is entitled and in duty bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures into operation, the Line is bound to inform the Secretary of the measures proposed to be adopted.

The Board of Secretaries are entitled to await what result the measures taken produce, or to direct other or more forcible measures, which can only refer to rates and/or commissions, to be set in motion. In the latter case the Lines are bound to put such measures into force without delay and without demur.

Commentary to Article 17.

It was expressly understood, that there is to be no appeal to the Board of Presidents against the decisions taken by the Board of Secretaries in accordance with this article, as such decisions will in all cases be solely in respect to questions of rate and/or commissions.

Even in case the Lines themselves do not propose the adoption of measures, the Board of Secretaries can immediately proceed to take measures, as for instance: they may direct that the rates shall be raised or commissions modified.

ARTICLE 18.

Each Line has the right to call for the intervention of the Board of Secretaries so soon as the Line

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itself or any of the other Lines are in one month ten percent over or below their allotted proportions.

If the shortage of a Line exceeds 20 percent, the Board of Presidents, if asked to do so, by any one Line; are bound to investigate whether such shortage has been caused by measures or omissions on the part of the Line who shows the shortage.

If it results from such investigation, that in the opinion of the majority of the Board of Presidents, the shortage has been brought about through the fault of the Line, then the Board of Presidents can decide by an unanimous vote (the Line or Lines at fault then
65 having no vote) that the Line in question be held to remove within a certain space of time to be fixed by the Board of Presidents, the causes out of which the shortage arose, and the Board of Presidents can simultaneously notify the Line, that unless this direction of the Board of Presidents be complied with, and if the result aimed at is not attained the percental participation of the Line shall be subjected to a certain reduction, the extent of which reduction the Board of Presidents have to name at the time.

Commentary to Article 18.

A shortage of the number of steeragers forwarded
66 by a Line can result from various causes.

Such shortage may be caused for instance by the fact that without any fault of the Line, contagious diseases, such as small-pox &c, repeatedly occurring on board of the vessels the Line is thereby brought into public discredit.

But on the other hand they may originate in matters which arise owing to the culpable management of the Line, as for instance, if a Line utilizes their vessels for the transport of cattle and is therefore unable to get the steerage spaces sufficiently cleaned and ventilated, or if a Line in reliance upon the partici-

67

pation firmly secured to it by this contract, should allow their ships to be neglected in point of overhaul and repairs, &c.

It was considered judicious that the Line of demarkation between a shortage arising from culpability and that arising from no fault of the management should not be too closely defined, but that the decision on this point should be left to the Board of Presidents.

ARTICLE 19.

68

No Line has the right to alter its steerage and second cabin rates without having previously informed the Secretary.

Commentary to Article 19.

No comment needed.

ARTICLE 20.

The Board of Secretaries cannot compel any Line to fix its gross-rate for an adult steerager at less than M. 100 unless with the consent of the Board of Presidents.

69

Commentary to Article 20.

The Board of Presidents may decide by majority that a Line shall reduce its gross-rate even under Mark 100, but this was stipulated in the firm expectation that the Board of Presidents will not exercise such power unless in cases of the utmost necessity, as for instance: as a war-rate in case of arising competition, for all parties were unanimously of the opinion that the adjustment is not to be effected by reducing the rates of one Line, but on the contrary by raising the rates of one or several of the Lines.

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The Board of Presidents in taking decisions in this matter, shall be guided solely by considerations regarding the prosperity of the Lines.

The Lines agree to commence with the following steerage rates:

Norddeutscher Lloyd,	fast boats	M. 130
—"—	ordinary boats to Baltimore	" 120
—"—		
Packetfahrt	fast boats	" 130
—"—	ordinary boats	" 120
—"—	to Baltimore	" 110
71 —"—	from Stettin	" 110
Union		" 110
Red Star Line	Saturd. boats	" 110
—"—	Wedn. boats	" 105
Rotterdam		" 105

The British Lines according to clause 6 (commentary) being 5 Mark below the lowest rate of the respective port.

ARTICLE 21.

The lowest cabinrate of any of the Lines must be at least 50 percent higher than its own steeragerate and
72 at least M. 30 higher than the highest steeragerate of any of the other Lines.

The lowest Prepaid cabinrate in America of any of the Lines must be at least equal to the lowest cabinrate of the same Line on this side.

Commentary to Article 21.

The word cabin is also here, as in article 2, understood to comprise both the first cabin and the second cabin.

If a Line has fixed and published its second cabin tariff it cannot be compelled to change this tariff dur-

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ing the current season, whatever changes in the steerage rates may occur. Each Line shall indicate to the Secretary when its seasons commence and end and also indicate the rates. 73

The rate of exchange for Dollars is fixed once for all at M. 4.20.

Each Line is entitled and in duty bound to fix its rate in a whole Dollar sum.— No fractional part of a Dollar is allowed; thus a fraction below 50 cents not to be counted, a fraction of 50 cents and above to count as a Dollar.

ARTICLE 22. 74

The Lines undertake to pay out of the gross-steerage rate, a commission to their agents which without the consent of the Board of Secretaries must not be less than M. 6 and not more than M. 20 for a full steerager.

Commission to agents in the case of second cabin passengers not to exceed M. 15, and in the case of second cabin prepaid passengers Dollar 4.

Commentary to Article 22.

In respect to the question as to who is to be considered as agent of a Line and more especially also whether the so called town-agents are comprised in the term of agent, it was unanimously decided, that as agents in the sense and meaning of the contract, only such agents are to be considered who are firmly engaged by a Line. 75

In the case of the British Lines any agent appointed by their Headagents at the Ports shall be considered a firmly engaged agent of a Line.

The word cabin as occurring in this article is also to be understood to comprise the first cabin and the second cabin.

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ARTICLE 23.

The American gross prepaid rates for steeragers shall, so far as practicable, be equal to the gross-rates for steeragers of the same Line on this side, and in no case be more than Dollar 1 lower.

Commentary to Article 23.

Also for the purposes of this article the fixed rate of exchange of M. 4.20 for one Dollar was stipulated and it was furthermore understood, that fractions may be levelled up and down to 50 cents, thus 75-99 cents
77 = 1 Dollar, 25-74 cents = 50 cents, 1-24 cents does not count.

It was not thought necessary to make any stipulation in respect to the rate of commission to be paid to agents in America for Prepaids, so long as the rates of commission on the other side are fixed by the Continental Conference, but it is agreed that in no case the subagents commissions shall exceed 2 Dollars or the headagents commission 5 Dollars and the names of all agents receiving more than 2 Dollars shall be scheduled with the Secretary of the Continental Conference in New York.

It was agreed that with a view to regulate the ques-
78 tion in respect to the European Inland transportation in connection with the prepaid business, each Line may issue a tariff containing not more than 300 stations, showing the cost of transportation from such stations to the port of embarkation—No commission shall be allowed on these European inland rates.

It is understood that, unless otherwise agreed upon, steerage prepaid passengers shall not be counted as exempted passengers.

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ARTICLE 24.

The Lines undertake to comply with article 8 of the "General Rules third series of the Continental Conference:"

"No circulars or publication shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line unfavorable to the latter and no party hereto shall support any newspaper which may systematically attack any Conference Line."

They further undertake to submit to the Secretary any printed matter and circulars sent to agents in relation to the steerage business, so far as such matters are not of a purely internal nature.

80

Commentary to Article 24.

In view of the fact that the stipulations referred to in this article of the Continental Conference, have stood the test of many years practical working, it was decided not to alter anything with regard to such stipulations of the Continental Conference, but it was agreed that the words "support any newspaper," are more especially understood to mean, that no advertisements are to be given to such newspaper.

It was furthermore decided that all the Lines shall be responsible for their agents and employés or other representatives in this sense that, if the Board of Secretaries demands it, the Lines are bound not only immediately to dismiss an agent etc. who in respect to another Line has disregarded the stipulations of article 24, but that all the Lines are also bound to break off all and every direct or indirect business connection with such agent.

81

An Agent etc. who has thus been dismissed, must not be engaged by any of the other Lines nor are they allowed to have any business connection with such person.

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ARTICLE 25.

As a guarantee for the fulfilment of all obligations resulting out of this present contract, all the Lines to make a deposit in cash or in negotiable securities to be approved by a vote of majority of the Board of Presidents; likewise the market value and the rate of exchange in the case of nongerman securities shall be approved by the majority of the Board of Presidents.

The amounts of these deposits are fixed as follows:

83

The Norddeutscher Lloyd deposits...	M	800,000.—
The Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, ...	"	500,000.—
The Red Star Line	"	260,000.—
The Rotterdam Line	"	160,000.—
together	M	1,720,000.—

Commentary to Article 25.

In respect to the deposits, the amount of it was in each case based on about M. 20,000.—for each participation quota of one percent allotted to the Line according to article 1 sub 3. In accordance therewith the deposits to be made by the Continental Lines will amount to M. 1,720,000.—in the aggregate, against M. 280,000.—to be deposited by the British Lines according to clause 9 of the additional agreement.

84

The total amount of all the deposits will therefore represent the sum of M. 2,000,000.—

In case the percental share resulting from articles 4 to 8, be altered, the amount of the deposit shall not be affected thereby unless indeed the Board of Presidents are by majority of opinion and so express this

opinion, that the alteration in the percental participation resulting from articles 4 to 8 is so considerable, as to render an increase of the deposit of a Line necessary. In like manner the Board of Presidents shall, in the event of the market value of any of the securities having, in their opinion, declined to such an extent as to require the value made up, have the power to require such increase of the deposits as they may consider necessary. 85

A decrease of the deposit is in all cases and under all circumstances entirely precluded.

The deposits must be furnished not later than 14 days after the Secretary has asked the Lines to furnish them. 86

No Line is liable beyond the amount of its deposit. It follows that each Line can take its exit from the contract by forfeiting its entire deposit.

ARTICLE 26.

The deposits remain available until 6 months after the expiration of the present contract, except in the case of the legitimate exit of a Line without forfeiture of deposit, when its deposit shall be held available until 6 months after such exit of any Line, for all obligations resulting to any of the Lines out of this present contract. 87

The deposits shall be kept in safe custody in one or in several fireproof and thiefproof vaults of the "Deutsche Reichsbank" in Berlin.

Access to each of these vaults or depositsafe-compartments shall only be possible by means of three separate keys.

The Secretary to have possession of a key to one of the locks. The Arbitrator to have possession of a key to the second lock and for the third lock there will be one key for each of the Parties to this present

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contract and one of these latter keys will be handed to each Line.

The deposits can be touched and dealt with only after a resolution to that effect has been signed by the Secretary, the Arbitrator and at least two members of the Board of Presidents.

The Secretary shall, if practicable and if desired by one or more Lines, arrange in such manner and at such premium as may be sanctioned by the Board of Presidents for the insurance of the deposits against fire and theft.

89 The officials and persons entrusted with the aforesaid keys shall be and hereby are jointly and severally exonerated from any and all liability for the loss of the securities by theft or otherwise.

Commentary to Article 26.

The question proved difficult to solve in which manner the considerable amount of the deposits could be placed in an absolutely safe custody, which, whilst offering the greatest security, rendered it at the same time accessible even without the consent and even against the will and intention of any one Line.

Many proposals were made, but all of them proved impracticable. Either the party, to whose custody the
90 deposit was to be confided, did not appear to offer sufficient security, or it was found impossible to obtain access to the deposit without the consent of the Line whose deposit is to be dealt with.

Finally it was agreed to adopt the modus especially set forth in this article and which not only gives absolutely security against defalcations or insolvency on the part of the party to whose custody the deposit has been confided, but also fully secures that even in case the respective Line refuses to have its deposit dealt with, access can nevertheless be gained to the deposit by the other Lines.

91

As speaking against the adopted modus it was pointed out, that it would be a matter of considerable inconvenience for the persons having to deal with the deposit, to travel all the way to Berlin to open the safe for that purpose if it be a matter of merely a small penalty. But this objection proved totally groundless for the following reasons:

If a Line has to pay, be it a penalty or be it compensation money, it will doubtless make such payments either in cash or will otherwise adjust it of its own accord, rather than have its deposit touched on account thereof, because each Line knows, that unless the money be paid, the equivalent for it will be taken out of the deposit of the respective Line, whether it consents thereto or not, and such Line is furthermore bound to replenish its deposit at once, as failing this, the entire deposit is forfeited.

92

But if contrary to expectation it should occur that a deposit has actually to be dealt with, it would be quite possible to arrange that the Arbitrator instead of proceeding to Berlin personally, hands his key to a trustworthy person domiciled in Berlin as for instance: to the Directors of a Bank, who might in this especial case act on behalf of the Arbitrator in opening the safes.

93

In order to obviate the inconvenience which would arise if the coupons had frequently to be separated from the relative securities, it was unanimously agreed that the coupons for the next three years shall be separated from the securities prior to the latter being deposited, and that the coupons so separated from the securities shall remain in the possession of the Line to whom the deposit belongs.

ARTICLE 27.

The sum deposited shall be considered the amount of liquidated damages and thus entirely forfeited, if

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the Line who made the deposit, unduly withdraws from the present contract before its expiration, or if the Line resorts to actions which render the continuance of this present contract impossible and which are therefore to be considered equivalent to a withdrawal from this present contract, as for instance:

Refusal to pay compensation money or failure to replenish the deposit in due time; or assisting directly or indirectly a new opposition line, or starting or assisting a Line from a Mediterranean port for instance: Odessa or Triest, etc. whereby the business from the
95 contract-ports as defined in article 1 would be seriously interfered with.

Commentary to Article 27.

The stipulations of this article result naturally out of the stipulations and comments of the preceding article.

The British Lines from Mediterranean ports do not come under this article according to article 1 which excludes ports beyond Cadiz.

ARTICLE 28.

In the event of a deposit being declared entirely
96 forfeited, the Line or Lines who have claims to compensation, will in the first instance receive satisfaction out of the same *pro rata* of their claims. Any remaining surplus will be divided amongst all Lines, excluding the Line the deposit of which has been declared forfeited, proportionate to the participation-quota which appertained to each Line on the 31st December of the year preceding that in which the deposit was declared forfeited.

Commentary to Article 28.

No comment needed.

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ARTICLE 29.

Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Board of Presidents, or if a Line does not accept such decision of the Board of Presidents, the penalty shall be fixed by the Arbitrator.

The amount of penalty to be in each case not less than M. 5000 for each contravention or infraction, except as provided in article 16.

In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful or intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than M. 50000.

98

The sums accruing from penalties are to be divided amongst the other Lines in the same manner as provided for at the end of article 28.

Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award of the Board of Presidents, the deposit will be drawn upon, up to the amount of such penalty.

The fact of a Line applying to the Arbitrator for an award does not free the Line making such an application, from the immediate payment of the penalty.

99

Commentary to Article 29.

The decision which forms the subject of this article, is to be taken by the Board of Presidents by majority, the Line or Lines complained of having no vote (see article 35).

It was thought, that a penalty of Mark 50000 for each case might in case of systematically incorrect statements amount to such an extravagant sum, that it would be impossible to recover it or that the deposit would be entirely exhausted thereby; hence the stipulation, that in such cases the penalty need not be applied

100 to each case separately, but is fixed at Mark 50000, minimum which implies, that the Board of Presidents can fix a higher amount according to the gravity of the infraction, the number of cases involved as well as the length of time during which the infractions and contraventions have been practised.

ARTICLE 30.

In the event of a deposit having been dealt with, the same must within 14 days after the day on which it has been so dealt with be replenished up to its orig-
101 inal amount.

Commentary to Article 30.

The replenishment of the deposits shall be effected by the Lines without their having been asked by the Board of Presidents or by the Board of Secretaries to effect such replenishment.

The money required to replenish the deposit is to be transmitted to the Secretary (in cash or in negotiable securities to be approved by the Board of Presidents in the same manner as stipulated in article 25).

The Secretary is bound forthwith to arrange for the money so received being immediately deposited with
102 the bank designated in this contract.

As stipulated in article 27, the remaining deposit is entirely forfeited if the deposit is not replenished in due time.

ARTICLE 31.

All the Lines bind themselves, that their vessels in the trade in the United States of North America and Canada shall not call either outward or inward, at any home or adjacent port from or to which the vessels of any of the other Lines are already sailing.

In case this article should be contravened, the Line whose port is being improperly called at, is entitled to withdraw from this present contract and article 27 will be applied against the Line thus infringing the aforesaid stipulations in as much as the improper calling at the port will be considered as an action which renders the continuance of this present contract impossible and is therefore equivalent to the withdrawal from the same.

In case of any of the British Lines running boats with steeragers from a continental contract-port (see clause 13) any of the Continental Lines shall have the right to call at any British port for steeragers.

Commentary to Article 31.

By the words "in the trade" it is understood amongst the Continental Lines: passengers, mail and freight.

As home or adjacent ports appertaining to each Line in the sense of the contract are to be considered the following ports:

In the case of the Norddeutscher Lloyd, Bremen and all the ports of the Weser;

In the case of the Hamburg-Amerikanische Packetfahrt-Actein-Gesellschaft, Hamburg, Cuxhaven and all other ports of the entire Elbe, Stettin and all ports of the Oder, and Harve;

In the case of the Red Star Line, Antwerp, the ports of the Schelde, Flushing and Terneuzen included, and the entire coast of Belgium;

In the case of the Rotterdam Line, the entire coast of Holland, Flushing and Terneuzen included, and Boulogne-sur-Mer.

It is understood that the English channel ports are open to the Continental Lines except for steerage passengers as defined in the British Passenger Act.

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ARTICLE 32.

Other Lines can be admitted to this present contract, and the terms and conditions of the latter can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of the Board of Presidents.

All alterations and additions made in respect of this present contract, to be valid and binding upon the Lines, parties to this present contract, only when all the members of the Board of Presidents have given their written consent to such alterations and additions.

107

Commentary to Article 32.

As already pointed out in the comments to articles 11, 12 and 20, article 32 does not apply to stipulations which affect certain stipulations contained in articles 11, 12 and 20, it being understood that alterations of certain stipulations contained in articles 11, 12 and 20 are simply subject to a decision of the Board of Presidents provided such decision be taken by a majority of votes.

ARTICLE 33.

The execution and control of the fulfillment of the
108 stipulations of the present contract are confided to:

Firstly: The Board of Secretaries.
Secondly: The Board of Presidents.
Thirdly: The Arbitrator.

Commentary to Article 33.

See comment to articles 34, 35 and 36.

ARTICLE 34.

The Board of Secretaries is composed of:

109

The Secretary,
The Vice-Secretary and
The second Vice-Secretary.

(a) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. The Secretary is appointed by the Board of Presidents and can also be dismissed by the same. He is to be domiciled in Cologne or Düsseldorf.

Amongst his avocations are:

To receive the statistical statements; 110

To examine the same, as also the accounts, for which purpose the Secretary shall have access to the Passenger offices of the Lines and can there examine all books, correspondence, &c., so far as he may deem it practicable;

To communicate the statistics and accounts to all the Lines concerned and to intermediate in general in the transactions between the Lines themselves, as also between the Lines and the Boards of Presidents and Secretaries, so far as such transactions appertain to matters relative to this present contract; wherefore the Secretary has also to see that all Lines receive regularly and simultaneously all necessary information; 111

To control the steerage prices in accordance with articles 17 to 20;

To collect the payment of the penalties;

To call the Meetings of the Board of Secretaries or of the Board of Presidents according to article 39 and to write the minutes of the meetings of the Board of Secretaries and of the Board of Presidents;

To effect the compensation-accounts.

It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

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(b) The Post of Vice-Secretary shall be filled by persons delegated by the Lines in a quarterly turn according to the alphabetical order of the firms of the Lines as stated on the first page of this present contract.

(c) The Post of second Vice-Secretary shall be filled by the Vice-Secretary who is next on the list of Vice-Secretaries.

Vice-Secretary and second Vice-Secretary shall take the place of the Secretary in case of the latter being prevented from acting.

113 In the event of the decisions of Secretary not being recognized and accepted by all the Lines, the Vice-Secretaries have jointly with the Secretary to decide by majority. Such decision to be finally binding upon all the Lines.

Neither the Vice-Secretary nor the second Vice-Secretary can decide in matters in which their own Lines are concerned; in such case their functions devolve upon the Vice-Secretaries next on the list.

The expenses of the Board of Secretaries are to be paid by the Lines in proportion to the percentage allotted to each according to articles 3-8, but the salary of the Secretary shall be paid by the Lines in equal

114 parts.

Commentary to Article 34.

If the election of the Secretary by unanimity or by a majority of votes cannot be obtained, it is understood, that the Board of Presidents elects the Secretary by drawing the name of the latter by lot. No candidature for the Secretaryship can be entertained unless approved by 2 or more Lines.

Should any Line desire to renounce to its turn for the vice-secretaryship or second vice-secretaryship, it

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shall give not less than 8 days notice to the Secretary who shall notify the Line next on turn.

The person delegated by a Line as member of the Board of Secretaries, cannot during the same year serve on the Board of Presidents and vice versa.

ARTICLE 35.

The Board of Presidents to consist of a delegate of each Line, such delegate to belong if possible to either the Board of Managers (Directoren) or to the Board of Directors (Verwaltungsrath) or to the Board of Surveillance (Aufsichtsrath) of the Line.

116

Chairmanship in quarterly turn according to the alphabetical order of the firms of the Lines, as named in the first page of this contract.

A minute of each meeting of the Board of the Presidents is to be written.

The Board of Presidents votes by majority, except in the cases otherwise provided for (see articles 12, 18, 32); a Line shall be entitled to 2 votes in respect to proposals to meet opposition in the passengers business arising at its ports as defined in the commentary to article 31.

In case the votes are divided equally, the vote of the Chairman gives a majority.

117

The Board of Presidents has to take charge of all important and general questions, and more especially of:

The examination and management of all matters concerning the bank deposits;

The appointment of the Secretary;

The dismissal of the same;

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To fix penalties;

Alterations and additions to this contract;

The admission of new members, conventions with other Lines, measures to be adopted in case of exits occurring.

Measures to be adopted in the event of arising competition, settlement of differences which cannot be effected by the Board of Secretaries.

Commentary to Article 35.

No president can occupy the chair when matters are being considered in which his own Line is specially
119 concerned. In the case of the chair being vacated by a member compulsorily or voluntarily (every member of the Board of Presidents has the right to renounce) the member who is next on the list according to the alphabetical order shall take the chair.

The reference made at the end of article 35 to the adjustment of differences, only applies to differences in respect to the compensation-accounts and to the statistics furnished by the Lines and not to differences concerning rates.

All parties took it as understood, that the firm of von der Becke & Marsily in Antwerp be considered as being in the sense of this article, members of the Board
120 of Managers of the Red Star Line.

The members of the Board of Presidents may be accompanied by the passenger-managers or other members of their staff.

ARTICLE 36.

As Arbitrator is hereby appointed the acting chairman of the Board of the Chamber of Lawyers (der Vorsitzende des Vorstandes der Anwaltskammer) in Cologne or in case he is prevented from acting generally or in any one case or in case he declines to act

generally or in any one case, he is to be replaced by the person who is at the time his substitute for the chairmanship of the aforesaid Board of the Chambers of Lawyers in Cologne, or in the event of neither of those functionaries being available the president of the Chamber of Commerce (Handelskammer) at Cologne to be or to nominate the arbitrator. 121

It is understood that no Line has in respect of this contract the right to summon any other Line before the judicial courts, but, in case differences cannot be settled amicably, each Line has the right (except so far as the questions of rates named in articles 17 to 20 are concerned and which are subject to the decision of the Board of Secretaries according to article 34) to call for an award of the Arbitrator. 122

An appeal to the arbitrator against a decision of the Board of Presidents must be notified within 14 days, after such decision has been communicated to the respective Line by the Secretary; such appeal must be addressed to the Secretary by registered letter and the Secretary is bound to communicate it within 3 days from its receipt to the Arbitrator and to inform all Lines immediately.

The award of the arbitrator to be accompanied by a written argument setting forth the grounds upon which the award has been given, such award at the same time to determine the question as to the costs of the arbitration. 123

Before making the award the Arbitrator has to give both or all the Lines concerned an opportunity of being heard. Should any of the parties fail to appear or to tender the required evidence, the arbitrator shall decide upon the evidence submitted, whether *ex parte* or otherwise; but the manner in which he thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at

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issue, are left entirely to his conscientious decision and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law-court against which all right of appeal is exhausted, and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such
125 legal means may be.

Commentary to Article 36.

It was originally intended that there should be a court of Arbitrators consisting of three members, one of whom was to be elected by each of the parties concerned, the Umpire being elected by the Board of Presidents. It was thought however that an arrangement of this kind may be considered superfluous for all practical purposes, in as much as the Arbitrators elected by the parties opposed to each other, would naturally always and under all circumstances firmly adhere to the party whose interest they were appointed to represent and that consequently the whole weight
126 would practically centre in the award of the Umpire; and as in accordance with the Dutch Law which would otherwise apply to the Rotterdam Line; it would be impossible to appoint an Arbitrator without the co-operation of a Dutch Law Court, unless such Arbitrator has been individually named and agreed to in the contract, it became necessary so to agree upon and name an individual person in the contract as arbitrator.

But in order to obtain as such Arbitrator *quasi* an immortal person and in order to always have a substitute for such Arbitrator in case the latter is pre-

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vented to act, it was understood that as more especially set forth in article 36, the President of the Chamber of Lawyers in Cologone, or his substitute, should be appointed as such Arbitrator.

All parties have the right to be represented by a legal person before the Arbitrator, but not before the Board of Presidents. It is however agreed that an exception in the case of the Board of Presidents is made in favor of Dr. Nolte of Hamburg on account of his having been the legal adviser in framing this contract; this exception regarding Dr. Nolte, does not mean that any Line or Lines can be represented by him before the Board of Presidents, but that the Presidents may call upon him for advice.

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ARTICLE 37.

All the Parties hereto submit for all the intents and purposes of this present contract to the German Law and it is understood and agreed that sofar as a general German Law does not yet exist (for instance in the case of questions with respect to Civil-Law) the law in operation at Cologne shall be applied.

Commentary to Article 37.

129

In view of the different nationalities of the contracting parties it was agreed that in order to establish a common basis for the legal aspects with regard to this contract, all Lines should submit to the German Law in respect to all the rights and obligations arising out of this contract.

In this connection the German Commercial Code and with regard to the award of the Arbitrator, the German Code of civil proceedings was especially taken in view.

But as up to the present time a German Civil Code of Law does not exist and as questions with regard to

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the Civil Code (especially in respect to the *jus obligationum*) may have to be decided, it was resolved that for this purpose the Law as in operation in Cologne, namely the Code of Napoleon shall apply, for the particular reason that the Arbitrator is domiciled at Cologne.

ARTICLE 38.

Each Line is bound to name to the Secretary before the first January the delegate, whom it has appointed for the ensuing year as well for the Board of Secre-
131 taries as for the Board of Presidents; alterations which may arise with respect to such delegates must also be duly notified to the Secretary.

The delegates may be represented by substitutes, but the Secretary must be previously notified of such substitution.

Commentary to Article 38.

No comment needed.

ARTICLE 39.

Meetings of the Board of Secretaries and of the
132 Board of Presidents are convened by the Secretary.

Such meetings to be held at Cologne unless in any one case another place is agreed upon.

The majority of the Lines have the right to demand that a meeting shall be held and if the majority of the Lines exercise this right, the meeting has to take place within 15 days from receipt by the Secretary of such demand.

Such meetings to take place within 3 weeks if demanded by two of the Lines and within 4 weeks if demanded by only one Line.

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The subject or subjects to be dealt with in such meetings to be notified by the Secretary to all the parties concerned not less than 10 days before the date on which the meeting is to take place.

In meetings thus convened the part or the parties present shall form a quorum irrespective of the number.

Resolutions cannot be taken upon any subjects which had not been duly notified to all the parties concerned, even tho' all the parties present are unanimously in favor of such resolution.

Resolutions on subjects transmitted by the Secretary to the Board of Secretaries or to the Board of Presidents can also be taken by a vote given in writing, provided no Line objects to such manner of voting. 134

Minutes will be written at all the meetings of the Board of Presidents and of the Board of Secretaries and the same to be signed by all the parties present at such meetings, and minutes so written and signed shall be accepted as a true record of the proceedings and shall be considered final.

Commentary to Article 39.

The Secretary shall not have the right to convene of his own accord meetings of the Board of Secretaries nor of the Board of Presidents. 135

Each Line demanding a meeting has in doing so to communicate to the Secretary the subjects which the Line proposes for discussion. Each Line can propose additions to these subject provided such additions are forwarded to the Secretary so as to be in his possession at least 12 days before the meetings.

ARTICLE 40.

It is understood that in all cases in which resolutions have to be taken in respect to existing differences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions to be

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given by the Board of Secretaries or by the Board of Presidents or by the Arbitrator, not only the tenor but also more especially the spirit of this present contract is to be taken into consideration.

For this purpose there has been appended to this present contract a full commentary with expositions and examples and it is understood that the same are to be considered to their full extent, to form an integrant part of this present contract.

Commentary to Article 40.

137 In consideration of the fact that this contract is one of uncommon difficulty and of uncommonly wide bearing and that in spite of the utmost care being bestowed upon it, wording may not in all respects and in all cases fully cover the meaning of the parties concerned, it was unanimously agreed to add to this contract comments and expositions and more especially examples purporting to serve as guidance in shaping the decisions in accordance with the intentions of all the parties concerned.

ARTICLE 41.

138 This present contract has been firmly concluded for the period from February 1st, 1892, to December 31st, 1896, and shall after this latter date continue from year to year unless notice be given not later than on the 1st October of the intention to terminate same at the end of the year then current, namely in the next instance on the 1st October, 1896.

But each Line has the right to propose alterations of this present contract provided such alterations do not affect the percental participation expressed in article 3. and to demand, that such alterations take effect on the 1st February, 1893.

Petitioner's Exhibit 2

In such a case the Line proposing such alterations is bound to notify the Secretary thereof not later than the 15th January, 1893.

In the event of such demanded alteration not being complied with, the Line having made the demand is not entitled to withdraw from this present contract unless such demand is supported at least by one of the other Lines and then only on the 31st January, 1893.

The withdrawal of any Line from the present contract releases the other Lines from all obligations, unless the latter agree amongst themselves to continue the present contract under the same or under altered terms and conditions.

Commentary to Article 41.

It being the unanimous opinion of all the parties that in the practical working of the contract, possibly the one or the other stipulation of it might prove to be difficult to carry out or impracticable or excessively detrimental to the interest of any one of the Lines, it was agreed that by the guidance of the experience, gathered during the first year, each Line shall be entitled to demand for the further duration of the contract alterations of one or the other stipulation of the contract, but it was understood that the fundamental stipulations of article 3 should under no circumstances be in any way touched or affected.

It was understood that if any one Line in proposing alterations, does not receive therein the support of at least one other Line, such proposal to be deemed unfounded.

But in the case of two or more of the contracting parties coinciding in the demand for the same alteration; it was thought that it was justified to assume that the demand was well founded and if it should occur that such demand should meet with the opposition of

142 any Line, the Lines having made such demand shall have the right to withdraw from the contract.

ARTICLE 42.

In these presents unless there be something in the subject or content inconsistent therewith.

Year means: a calendar year;

Week means: the periods from 1-7th, 8-15th, 16-23d, 24th to the last day of the month;

Quarterly means: 1st January—31st March, 1st Apr.—30th June, 1st July—30th September, 1st October—31st December;

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In writing means: by telegraph by writing or by print work;

Line means: party to this contract.

Notifying & communicating means: in writing, never verbally.

Notifications & communications count from the day they have been dispatched;

Vote means: open not secret.

Commentary to Article 42.

No comment needed.

144 This Contract has been concluded at Hamburg this 19th day of January, 1892, in witness whereof we have affixed our signatures and seals to five copies hereof all of the same date and tenor.

Petitioner's Exhibit 3.

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AGREEMENT AA.

Corrected. Rec'd from J. T., 8/29/8.

As a souvenir the names of the gentlemen who assisted at the meetings in London from 31st January to 7th February, are herewith given as follows:

Mr. Ballin ..... for the Hamburg American Line
" Dr. Ecker ..... " " " " "
" Warnholtz ..... " " " " "
" Storm ..... " " " " "
" Dr. Murken ..... " " " " " 146
" Huldermann ..... " " " " "
" Barnbrock ..... " " " " "
" J. P. Meyer ..... " " " " "
" Neumann ..... " " " " "
" O. v. Reuchlin ..... " " Holland America Lijn
" J. G. v. Reuchlin ..... " " " " "
" Weirdsma ..... " " " " "
" Heineken ..... " " Norddeutscher Lloyd
" v. Helmolt ..... " " " " "
" v. Plettenberg ..... " " " " "
" Seyde ..... " " " " "
" Winter ..... " " " " "
" Eduard Strasser ..... " " Red Star Line
" George Weingartner ..... " " " " " 147
" Ch. Tattet ..... " " Cie Generale Transatlantique
" Sagot ..... " " " " "
" Grignon ..... " " " " "
" J. Bruce Ismay ..... " " I. M. M. Co. Lines
" Harold A. Sanderson ..... " " " "
" A. B. Cauty ..... " " " "
" John E. Willet ..... " " " "
" P. E. Curry ..... " " " "
" Charles F. Torrey ..... " " " "

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"	William Watson	"	"	Cunard Line
"	Alfred A. Booth	"	"	" "
"	A. D. Mearns	"	"	" "
"	E. H. Hoblyn	"	"	" "
"	S. J. Lister	"	"	" "
"	Hy. Allan	"	"	Allan Line
"	Thompson	"	"	" "
"	Richard Henderson ...	"	"	Anchor Line
"	John Atichison	"	"	" "
"	Chas. Donaldson	"	"	Donaldson Line
"	Samuel S. Moncur	"	"	" "
"	Allan Cameron	"	"	C. P. R. Cy.
"	H. S. Carmichael	"	"	" "

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AGREEMENT AA.

CONTRACT.

Between the following Transatlantic Steamship Lines, namely:

1. The Allan Line Steamship Co., Limited, Glasgow.

2. The Anchor Line (Henderson Brothers), Limited, Liverpool.

150

3. The Cunard Steamship Company, Limited, Liverpool.

4. Hamburg-Amerikanische Packet-Fahrt Actien-Gesellschaft, Hamburg.

5. The Nederlandsh Amerikaansche Stoomvaart Maatschappij, Rotterdam.

6. Norddeutscher Lloyd, Bremen.

7. Societé Anonyme De Navigation Belge Americaine (Red Star Line), Antwerp.

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8. International Mercantile Marine Company (except the Societé Anonyme Belge Americaine, Red Star Line, in Antwerp), New Jersey.

9. Canadian Pacific Ry Co. (Atlantic Steamship Lines), Montreal.

The following contract has this day been concluded:

ARTICLE 1.

The Companies before named guarantee to each other the percental participation as defined and provided for in Article 3 of this Contract of the entire steerage traffic forwarded by the parties to this Contract from all European Ports to and via the United States of America and Canada and *vice versa* in vessels owned, leased, chartered or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibralter. (Oriental passengers means passengers to or from Greece, Africa and Asia.) 152

ARTICLE 2.

All passengers forwarded in any intermediate class between steerage and cabin, as defined in Article 13, to be considered as steerage passengers in the sense and meaning of this Contract. 153

Commentary to Article 2.

(a) The word "Cabin" in the sense of this Contract is understood to mean the first and second cabin.

(b) Intermediate or even cabin passengers are steeragers unless they pay at least the lowest cabin-fare as defined in Article 13.

154 *Petitioner's Exhibit 3*

(c) Steeragers once embarked by a Line cannot be counted a second time by the same Line or any other Line in case of transfers through accidents, etc.

ARTICLE 3.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract are fixed as follows (subject to the figures being checked):

WESTBOUND:	%
155 1. The Allan Line Steamship Co., Ltd., Glasgow, for its United States services	0.62
2. The Anchor Line (Henderson Bros., Ltd.), Liverpool	3.40
3. The Cunard Steamship Co., Limited, Liverpool	13.75
4. Hamburg-Amerikanische Pachetfahrt Actien-Gesellschaft, Hamburg	19.61
5. The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam	6.63
6. Norddeutscher Lloyd, Bremen	26.53
7. Societé Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp	9.71
156 8. I. M. M. Co., White Star Line	8.60
" American Line (Shmptn. 2.96) (Lpool. 3.72)	6.68
" Dominion Line	4.47
	100.00

EASTBOUND:	%
1. The Allan Line Steamship Co., Ltd., Glasgow: For its United States services:	

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For its Canadian services (including Portland in the Winter)	4.95
2. The Anchor Line (Henderson Bros., Ltd.), Liverpool	3.93
3. The Cunard Steamship Co., Limited, Liverpool, for its Liverpool services	12.77
The Cunard Steamship Co., Limited, Liverpool, for its Fiume Triest service as per Page 28	2.35
4. Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft, Hamburg	12.35
5. The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam	6.10
6. Norddeutscher Lloyd, Bremen	18.79
7. Societé Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp	8.56
8. I. M. M. Co., White Star Line	15.49
" American Line (Shampton 6.74) (Lpool. 1.98)	8.72
" Dominion Line	1.50
9. Canadian Pacific Ry. Co. (Atlantic Steamship Lines)	4.49
	100.00

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159

The Cunard S. S. Co.'s Adriatic service, the Allan Line's Canadian services, and the Canadian Pacific Ry. Co., Atlantic S. S. Lines, are not covered by this contract as far as westbound business is concerned, except for the conditions attached to the Cunard S. S. Co.'s Adriatic service as provided for on page 33 (see g, No. 191).

ARTICLE 4.

If a Line ceases to carry steeragers in the sense of Article 1, its share of participation as fixed in Article

160 3 will be divided amongst the other Lines in proportion to the percental participation appertaining to each Line, according to Article 3.

Commentary to Article 4.

(a) In case a Line ceases to exist or ceases to forward steeragers, the deposit made by such Line as stipulated in Article 17 will be returned to it after the expiration of 6 months but only if and in so far as no claim lays against the deposit under this contract.

(b) If a Line transfers its business in part or in
161 whole to a successor or if an amalgamation with another Line takes place, the Line so transferring business is bound to make it binding upon its successor to enter into this contract and to become a party to it with all the rights and obligations arising out of this contract, and the deposit made by the former Line, forthwith devolves upon the other Line, and stands valid on behalf of the latter.

ARTICLE 5.

(a) If any of the Lines are compelled by vis major to discontinue their entire service or even only their
162 steerage service for longer than 4 weeks after its last sailing (the day of this sailing included) such Line ceases to be a party to this contract from the date of its last sailing, but becomes a party to it again immediately upon the resumption of its service or even only of its steerage service.

(b) In the interval, the participation-quota of such Line devolves *pro rata* of the participation as per Article 3 upon the other Lines.

(c) In case Lines representing 40 per cent of the shares are compelled contemporaneously to discontinue

their steerage services for longer than four weeks from their last sailing, the present contract to be suspended so long as such discontinuance of the service or services lasts, beginning from the last sailing. 163

Commentary to Article 5.

(a) It was not considered feasible to closely define the conception of "vis major," inasmuch as the opinion generally prevailed that it would be impossible to exhaust all the eventualities which might in this respect arise.

(b) But it was unanimously thought that not only the blockade of ports, war and similar events of a political or revolutionary kind should be comprised in the conception of vis major, but that also obstructions of ports by ice or from other causes, as for instance: if a narrow fairway should be completely closed up by a sunken vessel in or outside of a port, shall be considered as vis major. A cessation of a Canadian service during the Winter season when the St. Lawrence is closed shall not be considered as coming under this clause. 164

(c) A Line ceasing to be a party means, that the accounts are closed with it up to the day when the Line had its last sailing, and a Line becomes a party again, means that the accounts are re-opened with it from the day of its rejoining the contract, that is, from the day of its first sailing. 165

ARTICLE 6.

(a) Any Line or Lines whose steerage transportation in a year exceeds in point of number the proportions fixed by Articles 3 to 4 have to pay a compensation price of £ 4 for each passenger (soul) carried in excess of the established proportion.

166 *Petitioner's Exhibit 3*

(b) Such money to be paid to the Line or Lines who have not reached their participation-quota and such payments to be made in proportion to the number of steeragers which each Line is short.

Commentary to Article 6.

(a) The stipulation of a compensation payment for each steerager carried beyond the proportion allotted by this Contract forms one of the main features of the entire Contract. The payment of such compensation is certainly not the intent and purpose of the contract, but it is the requisite means to deter the Lines
167 from following the tendency to exceed their proportion.

(b) The possibility ought not to be excluded to effect alterations with regard to the figure of £ 4 in the event of it becoming evident, that from extraordinary causes, the stipulated compensation proves to be too low or too high for the purposes of this contract.

(c) If for instance the steerage rates by any Line should fall below £ 4, the compensation price of £ 4 was considered excessive for the purpose of this contract.

168 (d) It was therefore agreed that the compensation can be advanced and lowered by a majority of the Lines representing at least 75 per cent of the shares as fixed in Article 3.

(e) It was, however, understood that alterations of the compensation price can in no case be decided otherwise than to take effect at the beginning of the next week.

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ARTICLE 7.

The Compensation price fixed by Article 6, as also the statistics relating to the transportation of steeragers, is in all cases based upon the number of persons or souls, so that children and infants always count as full passengers in the sense of this present contract.

Commentary to Article 7.

The stipulation contained in this Article was deemed necessary in view of the fact that if for children and infants certain fractions of the rate for adults were to be reckoned, the accounts would be unduly complicated. 170

ARTICLE 8.

(a) Provisional compensation accounts to be prepared monthly by the Secretary who has to direct the party or parties in excess of their share with regard to the amount of compensation to be paid by them. Such payments have to be effected within a fortnight after receipt of the Secretary's notice.

(b) Final settlements will be made at the end of each calendar year on the basis of a compensation account prepared by the Secretary comprising the entire year. Objections against this final account to be made within four weeks, failing which the accounts shall stand. 171

(c) Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

Commentary to Article 8.

No comment needed.

172 *Petitioner's Exhibit 3*

ARTICLE 9.

Each Line undertakes to arrange its services in such a manner that the number of steeragers which it actually carries corresponds as nearly as possible with the number allotted to it by this contract.

Commentary to Article 9.

As already explained in the comment to Article 6, the payment of the compensation moneys is not the object of this Contract, but merely the means of deterring the Lines from endeavoring to exceed their
173 participation-quota.

ARTICLE 10.

(a) For the purpose of the compilation of the compensation accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23rd and last day of a month their statistics of the steeragers and also 2nd Cabin Passengers carried by them in the week ending with these respective dates and the destination of the steamers.

(b) A fine of £ 5 shall be imposed upon any Line
174 delaying the delivery of the statistics for more than three days.

(c) The Secretary has to furnish to the Lines weekly, the statistics of the passengers carried, and monthly, a statement showing the position of the Lines *versus* each other, and not later than on the 15th of each month for the preceding month.

Commentary to Article 10.

No comment needed.

Petitioner's Exhibit 3

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ARTICLE 11.

(a) In case the results thus obtained show that any of the Lines have exceeded their proportion or have remained below it, such Line is entitled and in duty bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures into operation, the Line is bound to inform the Secretary of the measures proposed to be adopted.

(b) The other Lines are entitled to await what result the measures taken produce, or in so far they represent 75 per cent of the shares they may direct other or more forcible measures, which can only refer to rates to be set in motion. In the latter case the Lines are bound to put such measures into force without delay and without demur.

176

Commentary to Article 11.

(a) All parties were unanimously of the opinion that the adjustment is, whenever practicable, to be effected not by reducing the rates of one Line but on the contrary by raising the rates of one or several of the Lines.

(b) No Line to be compelled to fix its gross rate per adult steerager at less than £ 5 nor more than £ 8.

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(c) It was expressly understood that there is to be no appeal against the decisions taken by such majority of 75 per cent, as such decisions will in all cases be solely in respect to questions of rate.

(d) Even in case the Lines themselves do not propose the adoption of measures, a majority of the Lines representing 75 per cent of the shares can immediately proceed to take measures, as for instance: they may direct that the rates shall be raised or reduced.

178 *Petitioner's Exhibit 3*

(e) In all cases under this contract where percentages have to be taken into consideration, it is understood that in questions on westbound business, the westbound percentages, in questions on eastbound business the eastbound percentages, and in general questions the mean of the west and eastbound percentages of each line shall apply.

ARTICLE 12.

No Line has the right to alter its steerage and
179 second cabin rates without having previously informed the Secretary.

Commentary to Article 12.

No comment needed.

ARTICLE 13.

(a) Unless there is a second-class rate agreement, the lowest second cabin rates of any line westbound must be at least £ 2, and eastbound at least $10, higher than the highest normal third class rates of the respective steamer. In case a Continental Line should carry third class and steerage passengers, the basis for
180 fixing its second class rate shall be its steerage rate.

(b) The lowest prepaid cabin rate in America of any of the Lines must be at least equal to the lowest cabin rate of the same Line on this side.

Commentary to Article 13.

(a) The word cabin is also here, as in Article 2, understood to comprise both the first cabin and the second cabin.

(b) If a Line has fixed and published its second cabin tariff it cannot be compelled to change this tariff

during the current season whatever changes in the steerage rates may occur. Each Line shall indicate to the Secretary when its seasons commence and end and also indicate the rates.

(c) The rate of exchange with regard to cabin rates is fixed for dollars at marks 4 or 4 shillings.

ARTICLE 14.

(a) The Lines undertake to pay out of the gross steerage rate a commission to their agents which must not exceed in Great Britain 6/- per adult to ordinary 182
agents, or 9/- to general agents, or on the Continent not more than 15/- for a full steerager or 12 kroners in Scandinavia or 17 Finnish marks in Finland.

(b) The maximum commission for second cabin passengers per adult in Great Britain to be not more than 5 per cent with a minimum of 9/- to ordinary agents or 13/6 to general agents and on the Continent a maximum of 6%, but each Line is entitled to grant a minimum of 15 marks on a single trip per adult.

Commentary to Article 14.

In respect to the question as to who is to be considered as agent of a Line and more especially also 183
whether the so-called town agents are comprised in the term of agent, it was unanimously decided, that as agents in the sense and meaning of the contract, only such agents are to be considered who are regularly appointed by a Line. In the case of the British Lines any agent appointed by their head agents at the ports shall be considered as a firmly engaged agent of a Line.

184 *Petitioner's Exhibit 3*

ARTICLE 15.

The Cash Steerage Rates and the American Prepaid Rates shall be established on the following equivalence:

M. 100.....	Dollars	24½
" 110.....	"	27
" 120.....	"	29½
" 130.....	"	31½
" 140.....	"	34
" 150.....	"	36½
185 " 160.....	"	38½
" 170.....	"	41
" 180.....	"	43½
" 190.....	"	45½
" 200.....	"	48

Commentary to Article 15.

(a) It was not thought necessary to make any stipulation in respect to the rate of commission to be paid to agents in America for prepaids, so long as the rates of commission on the other side are fixed by the Continental Conference and/or the North-Atlantic Conference, but it is agreed that in no case the sub-
186 agents' commission shall exceed 2 Dollars or the head agents' commission 3 Dollars, and the names of such head agents shall be scheduled with the Secretary of the Continental Conference and/or North-Atlantic Conference in New York and with the Secretary of the Atlantic Conference.

(b) It was agreed that with a view to regulate the question in respect to the European inland transportation in connection with the prepaid business, each Line may issue a Tariff containing not more than 300 stations, showing the cost of transportation from such stations to the port of embarkation. No commission shall be allowed on these European inland rates.

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ARTICLE 16.

(a) The Lines undertake to comply with Article 8 of the "General Rules, third series, of the Continental Conference," which reads as follows:

"No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference Line."

(b) They further undertake to send to the Secretary any printed matter and circulars sent to agents in relation to the steerage business, so far as such matters are not of purely internal nature. 188

Commentary to Article 16.

(a) In view of the fact that the stipulations referred to in this Article of the Continental Conference have stood the test of many years practical working, it was decided not to alter anything with regard to such stipulations of the Continental Conference, but it was agreed that the words "support any newspaper" are more especially understood to mean that no advertisements are to be given to such newspaper.

(b) It was furthermore decided that all the Lines shall be responsible for their agents and employees or other representatives in this sense, that the Lines are bound not only immediately to dismiss an agent, etc., who in respect to another Line has disregarded the stipulations of Article 16, but that all the Lines are also bound to break off all and every direct or indirect business connection with such agent. 189

(c) An agent, etc., who has thus been dismissed, must not be engaged by any of the other Lines nor are they allowed to have any business connection directly or indirectly with such person.

190 *Petitioner's Exhibit 3*

ARTICLE 17.

For the faithful performance of the conditions of this agreement the parties deposit with the Secretary a promissory note in the amount of £ 1,000 for each per cent proportion. This note is only payable if it is accompanied by the award of an arbitrator, provided for in this agreement, or by the award of another arbitrator, agreed upon by the parties at difference.

Commentary to Article 17.

191 No comment needed.

ARTICLE 18.

(a) The sum deposited shall be considered the amount of liquidated damages and thus entirely forfeited, if the Line who made the deposit unduly withdraws from the present Contract before its expiration, or if the Line resorts to actions which render the continuance of this present Contract impossible, and which are, therefore, to be considered equivalent to a withdrawal from this present Contract, as for instance:

192 (b) Refusal to pay compensation money or failure to replenish the deposit in due time, or assisting directly or indirectly a new opposition Line, or starting or assisting a Line whereby the business as defined in Article 1 would be seriously interfered with.

Commentary to Article 18.

No comment needed.

Petitioner's Exhibit 3

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ARTICLE 19.

In the event of a deposit being declared entirely forfeited the Line or Lines who have claims to compensation will in the first instance receive satisfaction out of the same *pro rata* of their claims. Any remaining surplus will be divided amongst all Lines, excluding the Line the deposit of which has been declared forfeited, proportionate to their participation-quota.

Commentary to Article 19.

No comment needed.

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ARTICLE 20.

(a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such penalties exceed the amount deposited by the party at fault.

(b) The amount of penalty to be in each case not less than £ 250 for each contravention or infraction, except as provided for in Article 10.

(c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any willful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £ 2,500.

195

(d) The sums accruing from penalties are to be divided amongst the other Lines in the same manner as provided for at the end of Article 19.

(e) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award, the deposit will be drawn upon up to the amount of such penalty.

196 *Petitioner's Exhibit 3*

Commentary to Article 20.

It was thought that a penalty of £ 2,500 for each case might in case of systematically incorrect statements amount to such an extravagant sum that it would be impossible to recover it, or that the deposit would be entirely exhausted thereby; hence this stipulation, that in such cases the penalty need not be applied to each case separately, but is fixed at £ 2,500 minimum, which implies that a higher amount can be fixed according to the gravity of the infraction, the number of cases involved, as well as the length of
197 time during which the infractions and contraventions have been practised.

ARTICLE 21.

In the event of a deposit having been dealt with the same must within 14 days after the day on which it has been so dealt with be replenished up to its original amount.

Commentary to Article 21.

The replenishment of the deposit shall be affected by the Lines without their having been called upon
198 to effect such replenishment.—The notes required to replenish the deposit are to be transmitted to the Secretary in the same manner as stipulated in Article 17. The Secretary is bound forthwith to arrange for the notes so received being immediately deposited with a bank. As stipulated in Article 18, the remainder is entirely forfeited if the deposit is not replenished in due time.

ARTICLE 22.

(a) Other Lines can be admitted to this present Contract, and the terms and conditions of the latter

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can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of the Lines unless otherwise provided for in this Contract.

(b) All alterations and additions made in respect of this present Contract, to be valid and binding upon the Lines, parties to this present Contract only when all the Lines have given their written consent to such alterations and additions.

Commentary to Article 22.

No comment needed.

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ARTICLE 23.

(a) The execution and control of the fulfillment of the stipulations of the present contract are confided to firstly, the Secretary; secondly, to the Arbitrator.

(b) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. The Secretary shall be appointed or dismissed by a majority of the Lines representing 75 per cent of the shares. Mr. H. Peters at Jena is hereby appointed as Secretary.

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(c) Amongst his duties are: To receive the statistical statements, to examine the same as also the accounts, for which purpose the Secretary shall have access to the Passenger Offices of the Lines and can there examine all books, correspondence, &c., so far as he may deem it practicable; to communicate the statistics and accounts to all the Lines concerned, and act as mediator in general in the transactions between the Lines themselves, so far as such transactions appertain to matters relative to this Contract; wherefore the Secretary has also to see that all Lines

receive regularly and simultaneously all necessary information; to control the steerage prices in accordance with Article 11; to collect the payment of the penalties; to call the Meetings of the Lines according to Article 25 and keep the minutes of these Meetings; to effect the Compensation Accounts.

(d) It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

(e) The expenses of the Secretary are to be paid by the Lines in proportion to the mean of the percentages allotted to each according to Article 3, but
203 the salary of the Secretary shall be paid by the Lines in equal parts.

(f) There is no objection to the British Lines sending their statements and reports through the Secretary of the North Atlantic Passenger Conference in Liverpool

ARTICLE 24.

All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agree-
204 ment, shall be settled by Arbitration as follows:

(a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a

registered letter, duly addressed to the principal office in England of such British or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties. 205

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Germany. 206

(d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding. 207

(e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.

208 *Petitioner's Exhibit 3*

(f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed, it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.

(g) The damages for breach of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 20.

(h) Damages shall be payable within eight days from the date of the notification of the award.

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(i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.

(k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award
210 have power to re-open and re-consider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law court against which all right of appealing is exhausted, and it is expressly understood that all the parties to this present contract relinquish all

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and every right to employ against the award given any legal means of whatever name or description such legal means may be.

(l) Any disputes arising under this Agreement shall be settled according to the law of the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable.

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(n) In case of arbitration taking place in Germany, the German law will apply, but the manner in which the Arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

Commentary to Article 24.

213

No comment needed.

ARTICLE 25.

(a) Meetings are convened by the Secretary. Such meetings to be held alternately at London and at Cologne, to commence in Cologne.

(b) Regular meetings shall be held on the first Thursday of March and December.

214 *Petitioner's Exhibit 3*

(c) Special meetings shall take place within 21 days if the majority of the Lines demand same, within four weeks if demanded by two of the Lines and within five weeks if demanded by only one Line.

(d) The subject or subjects to be dealt with in such meetings to be notified by the Secretary to all the parties concerned not less than eleven days before the date on which the meeting is to take place.

(e) At meetings thus convened the party or the parties present shall form a quorum irrespective of the number.

215

(f) Resolutions cannot be taken upon any subjects which have not been duly notified to all the parties concerned, unless all the parties to this contract are represented at such meetings and agree.

(g) Resolutions on subjects transmitted by the Secretary to the Lines can also be taken by a vote given in writing, provided no Line objects to such manner of voting.

(h) Minutes shall be written at all meetings, the same to be signed at such meetings by all the parties present, and minutes so written and signed shall stand as a true record of the proceedings and shall be con-

216 sidered final.

Commentary to Article 25.

Each Line demanding a meeting in doing so has to communicate to the Secretary the subjects which the Line proposes for discussion. Each Line can propose additions to these subjects provided such additions are forwarded to the Secretary so as to be in his possession at least five days before the meetings.

Petitioner's Exhibit 3

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ARTICLE 26.

(a) It is understood that in all cases in which resolutions have to be taken in respect to existing differences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions by the Lines or by the Arbitrator not only the tenor but also more especially the spirit of this present contract, is to be taken into consideration.

(b) For this purpose there have been appended to the various articles commentaries with expositions, and it is understood that same are to be considered to 218
their full extent to form an integrant part of this present contract.

ARTICLE 27.

(a) This present contract has been concluded for the period from March 1st, 1908, to February 28th, 1911, and shall after this latter date continue from year to year unless due notice be given to the Secretary not later than on the 1st December of the intention of terminating same at the end of the next February, namely in the first instance on the 1st December, 1910.

219

(b) The withdrawal of any Line from the present contract releases the other Lines from all obligations except from the obligation to pay the Compensation accounts incurred under this contract up to the date of such withdrawal, unless the latter agree amongst themselves to continue the present contract under the same or under altered terms and conditions.

Commentary to Article 27.

No comment needed.

220 *Petitioner's Exhibit 3*

ARTICLE 28.

In these presents unless there be something in the subjects or contents inconsistent therewith:

"Year" means a calendar year;

"Weeks" means the period for the 1st—7th, 8th—15th, 16th—23rd, 24th to the last day of the month;

"In writing" means by telegraph, by writing or by printwork;

"Lines" means Parties to this Contract;

"Notifications and communications" means in writ-
221 ing, never verbally; notifications and communications count from the day they have been dispatched;

"Vote" means open, not secret.

COMMENTARY TO ARTICLE 28.

No comment needed.

London, February 5th, 1908.

Hamburg-American Line (signed) Ballin.
Norddeutscher Lloyd (signed) Heineken.
For the I. M. M. Co., other than
the Red Star Line (signed) J. Bruce Ismay.

222 Subject to the reservation that if the Canadian Pacific Railway S. S. Lines do not accept the percentage proposed for them, *i. e.*, the basis of 1906 and 1907 combined, for the eastbound pool, nothing in this agreement shall be binding on the Allan Line S. S. Co.

For the Allan Line S.
S. Co., Ltd. (signed) Henry Allan.
For the Cunard S. S. Co. (signed) William Watson.
For the Anchor Line

Petitioner's Exhibit 3

223

(Henderson Bros.), Ltd. (signed) Richard Henderson.
For Holland-America Line (signed) Reuchlin.
Red Star Line (signed) Ed. Strasser.

The Canadian Pacific Railway agree to become a party to the above contract as far as eastbound business is concerned and to accept 4.60% as their share of the total eastbound traffic as per Article 1, inclusive their own carryings but exclusive Cunard Line's Fiume service. If Cunard Line's Fiume service is 224
included and if shared by all lines the Canadian Pacific Railway share of 4.49% will be accepted.

The Canadian Pacific Ry. Co. (signed) Allan Cameron
(Atlantic Steamship Lines)

EASTBOUND.

The Continental Lines propose that the Cunard Line, Fiume-Triest service, joins the Atlantic Conference for all non-Italian passengers on basis of their average-carryings 1906 and 1907.

(London 5th February 1908.) 225

For the Cunard S. S. Co., Ltd. (signed) William Watson.
Hamburg America Line (signed) Ad. Storm.
Holland America Line (signed) Reuchlin.
Norddeutscher Lloyd (signed) v. Helmolt.
Red Star Line (signed) Ed. Strasser.
Cie, Genl, Transatlantique (signed) Ch. Tattet.

226 *Petitioner's Exhibit 3*

APPENDIX I.

AGREEMENT A.A.

Resolution taken on February 5th 1908.

(1) Deposits to be made in the form of Promissory notes payable on demand to the General Director of the Hamburg American Pkt. Co. the Chairman of the Cunard S. S. Co. Ltd. and the Secretary of the Atlantic Conference jointly, and to be deposited with the last named and held subject to the conditions of the Atlantic Conference Contract.

227 (2) Rates approved as per schedule. Present rules and regulations for British and Scandinavian business to apply.

(3) Pool Percentages agreed as follows subject to the figures being checked.

Westbound

Allan Boston	0.62
Anchor Line	3.40
I. M. M. Co.	19.75
N. D. L. V.	62.48
	86.25
228 Cunard	13.75
	100.00

Eastbound

Allan	5.07
Anchor	4.22
I. M. M. Co.	27.80
N. D. L. V.	49.16
	86.25
Cunard	13.75
	100.00

Petitioner's Exhibit 3

(4) The Eastbound percentages to be automatically adjusted to include the Cunard Co.'s Hungarian Service on the terms arranged and the C. P. R. Co. on terms still to be settled.

(5) Special Resolutions supplementary to the Atlantic Conference Contract approved as read[1].

(6) I. Class Rates rules agreed as per amended copy[2].

(signed) Ballin.

([1]) See Appendix II, Agreement AA.

([2]) See Agreement V.

Note from the Secretary.

APPENDIX II.

AGREEMENT A.A.

By-laws and Amendments
to the Atlantic Conference Contract of 5th February 1908 as read by Mr. Ed. Strasser.

1. From the 15th November until 31st December every Line is permitted to fix its prepaid rate higher or lower than its cash rates.

2. Parties having several services need not advance or reduce the rates for all of them, when a change is to be made for the purpose of adjustments, provided such change is sufficient to bring about the desired result.

3. Persons belonging to the Board, the staff, or the crew of any party to this agreement as also their wives and children need not be accounted for, if they receive free passage or passage at reduced rates. Live stock attendants are likewise not to be accounted for.

4. (a) Each party hereto has the right to refer for punishment violations of this contract on the part

232 *Petitioner's Exhibit 3*

of their agents to the Lines through the Secretary. But the penalty shall not exceed the penalty that might be imposed upon the parties themselves.

(b) The reinstatement of a disqualified agent requires unanimous action of the Lines.

(c) An agent cannot be disqualified by the Lines unless the Line employing him proposes such disqualification.

(d) The refusal to pay a penalty however will result in the immediate disqualification of an agent
233 on the part of all Lines as expressed in commentary to Art. 16.

5. The Lines are responsible for their agents and servants but not for penalties that may be imposed upon same. (See 4 d.)

6. Passengers who transfer from steerage to cabin by payment of the difference in passage money are considered cabin passengers if the provisions of Art. 13 are complied with, irrespective whether such transfer occurs before or after beginning of the voyage.

7. Section 2 of the commentary to Art. 13 does
234 not apply to passengers who travel in intermediate or any other class than steerage or third class or cabin. Art. 13 applies under all circumstances to such passengers.

8. The Lines must furnish to the Secretary weekly reports with reference to their westbound prepaid business separately for each of their various services (vide Art. 10).

9. Art. 16 of this contract applies in its entirety to circulars or publications issued in America.

Petitioner's Exhibit 3

10. If a new direct competitive Line in the North Atlantic Steerage business from one of the home ports of the Lines parties hereto should be established the Line from whose port such competition emanates shall have the right after at least three months previous notice to withdraw from the contract for the time such competition lasts, if the parties hereto do not agree to meet such competition. 235

11. (a) Bondable passengers, *i. e.*, who are deported by the United States Government shall be deducted eastbound only. Eastbound passengers who are deported by the authorities in Europe may be deducted on the Westbound return voyage. 236

(b) Passengers who are transported free or against payment of the cost of subsistence westbound or eastbound upon the request of the Government shall be treated in like manner.

12. The equivalence between the steerage Eastbound cash rates and European prepaid rates is fixed upon the basis of $1—M. 4.20.

13. (a) No reduction is allowed upon steerage round trip tickets east and westbound. The price of the round trip ticket is obtained by the addition of the east and westbound rates. 237

(b) No reduction of any kind shall be allowed upon tickets issued for cabin eastbound and steerage westbound or vice versa; nor shall such round trip combinations be published.

14. The Expenses of the office of the Secretary shall be met according to the average of the Westbound and eastbound percentages.

15. The parties bind themselves not to permit any communications concerning the proceedings or resolu-

tions of the Lines to be given to the press or uninterested third persons without the unanimous consent of the Lines.

16. The resolutions of the Continental Conference and the North Atlantic Conference in New York are not binding upon the Lines if same are directly opposed to or in contradiction with the provisions of the contract.

17. The Hamburg American Line and the Norddeutscher Lloyd will use their efforts to arrange that
239 the passengers of the non German Lines may pass the Silesian, Saxon and Russian frontiers.

18. No special rates may be made either in Europe or in America without previous assent of all Lines.

19. Differences which may arise within one year after expiration of this contract shall be subject to arbitration.

20. The agents of the Lines parties to this agreement shall not book or interest themselves in the booking of passengers for new[1] outside competing Lines under penalty of disqualification with the exception of the Gie. Gle. Trans-atlantique, Canadian
240 Pacific Railway, Austro-Americana, Donaldson Line, and Allan Line Canadian Services.

21. The present bylaws as well as any which may be agreed upon later on shall be considered as forming part of the contract unless the contrary is expressly stated.

([1]) "New" means any Transatlantic Line outside of this contract for which the agents are not working at present.

London, February 4th 1908.

(signed) Ed. Strasser.

Petitioner's Exhibit 3 241

APPENDIX III.

Agreement A.A.

Westbound.

(a) Cunard Coy, to remain free as far as Hungarian emigrants shipped by their Fiume—Triest service are concerned.

(b) In 1906 the Cunard Line shipped in their direct Fiume Boats 50548 steeragers, in which were included 3925 non-Hungarians.

(c) In 1907 the Cunard Line forwarded from 242
Fiume up to November 49802 steeragers, in which are included 3249.

(d) The Continental Lines propose to the Cunard Coy. that all non-Hungarian passengers exceeding 7% of the total carryings of the Fiume—Triest service must be compensated in the General-Pool.

(e) It is understood that the Cunard Line agrees to limit their westbound sailings to 26 regular and 4 extra sailings, and that if they have to increase this number of sailings they will compensate for passengers carried by these additional sailings to the Atlantic Conference on the average number per sail- 243
ing during the year.

(f) The rate of compensation in such cases shall be settled by arbitratiton.

(London 5th February 1908.)

For the Cunard S. S. Co., Ltd.	(signed) William Watson.
Hamburg American Line	(signed) Ad. Storm.
Holland America Line	(signed) Reuchlin.
Norddeutscher Lloyd	(signed) v. Helmolt.
Red Star Line	(signed) Ed. Strasser.
Cie. Gle. Transatlantique	(signed) Ch. Tattet.

244 *Petitioner's Exhibit 3*

APPENDIX IV.

AGREEMENT A.A.

London, 5th February 1908.

Dear Mr. Ballin:

Referring to the reservation attached to the signature for the Allan Line to the General Pool Agreement, I state that if the Canadian Pacific Railway S. S. Co. agree to come in to the Eastbound Pool but claims and obtains from the other Lines a more
245 favorable basis than that of the figures for 1906 and 1907 combined I shall still agree to all conditions except that I shall claim for my Company a proportionate advance on the percentage basis allotted to it, and the signature will be subject to this claim being granted.

Yours truly,
(Signed) HENRY ALLAN.

Note from the Secretary: The percentages as finally agreed and mentioned in Agreement A.A. are in accordance with this letter, which therefore has
246 become without object.

Petitioner's Exhibit 4.

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AGREEMENT L.

EASTBOUND POOL

between N. D. L. V. Transat. and American Line, which Pool to embrace:

1. All eastbound steerage passengers of the N. D. L. V.

2. All eastbound steerage passengers of Transat who however have to be considered in two different groups, *i. e.*, A Italian and Oriental passengers, and B Continental passengers.

248

3. All Italian and Oriental eastbound steerage passengers forwarded by the American-Line.

For the purpose of this Contract it is understood that in order to determine in which one of the two groups Transat has to account for the eastbound steerage passengers carried by her, a joint Committee, composed of a representative of Transat and a representative of the N. D. L. V. shall be present and shall determine on Transats Dock at New York on the day of departure of every steamer owned or chartered by Transat and carrying eastbound steerage passengers, whether such passengers shall belong to the group called Continentals or to the group called Italians and Orientals. It is furthermore understood that the same shall apply with regard to the American Line and that on each departure of an American Line steamer from New York a joint Committee composed of a representative of the American Line and a representative of the N. D. L. V. shall be present at the American Line Dock and shall determine then and there whether a passenger belongs in the group of Italians and Orientals or not.

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250 *Petitioner's Exhibit 4*

The work of the two joint Committees shall consist in noting the price paid for each ticket and in putting questions to the passengers in the Italian or in one of the Oriental languages and both Transat and American Line agree to assist these joint Committees as much as possible in order to enable them to do their work properly. It is understood that the work of these Committees shall cause no delay in the departure of the steamers and shall not interfere with anything pertaining to the management of the Docks.

251 For the purpose of this Contract it is understood that:

A. In the case of Transat an Italian or an Oriental passenger is a person of Italian or Oriental (Greek Turkish, African or Asiatic) nationality holding a through ticket to a point in Italy, or to Marseilles or to a point in the Orient (Greece, Turkey, Africa or Asia), and that all other eastbound passengers carried by Transat shall be Continental passengers.

B. In the case of the American Line all eastbound steerage passengers holding a through ticket to a point in Italy or to Marseilles or to a point in the Orient (Greece, Turkey, Africa or Asia) shall be
252 considered as Italian and Oriental passengers.

ART. 1.

Pool Covering Continental Eastbound Steerage Business.

The N. D. L. V. guarantee to Transat as her share of the Continental eastbound steerage traffic the average of the proportions in which Transat has participated in the total of this traffic carried by the

Petitioner's Exhibit 4 253

N. D. L. V. and by herself during the years 1901. 1902 & 1903.

For the purpose of fixing Transats share of the Continental eastbound steerage business during those three years it is understood that only such of her passengers shall be counted as Continental Passengers who have actually paid the eastbound Continental rates published by Transat during those three years.

It is furthermore understood that it is a considerable concession on the part of the N. D. L. V. that it should allow Transat to include 1903 also, as a year on which her proportion is to be based. In 254
return the N. D. L. V. claims that to the number of eastbound steerage passengers carried by it during the year 1903 should be added a certain portion of the Continental eastbound steerage traffic carried by the British Lines during that year. The portion so to be added should be calculated as follows:

	1903	1902
C. L.	75 527	59 695
B. L.	16 969	4 350

92 496 : 64 045 = 11.5 : 8

11.5 : 8 = 6253 : 4350. 255

If Continental eastbound steerage traffic via British ports had increased in the same proportion in which the total Continental eastbound steerage traffic of the Continental and British Lines has increased, the British Lines would have carried 6253 instead of 16969 eastbound Continental steerage passengers. The difference, *i. e.,* 10716 passengers they have taken from the Continental Lines and this number shall therefore be added to the total number of passengers forwarded by the N. D. L. V. during 1903

256 *Petitioner's Exhibit 4*

for the purpose of fixing the share of Transat and N. D. L. V. in the Continental eastbound steerage business.

ART. 2.

In case the number of eastbound Continental steerage passengers forwarded by Transat during a calendar year should remain below or exceed the share so allotted to her then she shall receive from or have to pay to the N. D. L. V., as the case may be, a
257 compensation which shall be the same as the one in force between the N. D. L. V. Lines in the Eastbound steerage pool among themselves during that year.

ART. 3.

POOL COVERING ITALIAN & ORIENTAL EASTBOUND STEERAGE BUSINESS.

With regard to Italian and Oriental eastbound steerage business the following has been agreed upon between the N. D. L. V., Transat and American Line:

258 A. The N. D. L. V. guarantee to Transat and to the American Line a certain share of the total Italian and Oriental business. These shares shall be computed as follows:

B. The share of the American Line in the eastbound Italian and Oriental steerage business shall compare with the share of Transat in this same business in the proportion of 25 : 75.

C. It shall be determined which share Transat and the American Line jointly, have had of the total

Petitioner's Exhibit 4

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number of eastbound Italian and Oriental steerage passengers forwarded during the years 1901, 1902, 1903. This total number to comprise all the steerage passengers carried by the direct Italian Lines together with the number of eastbound Italian and Oriental steerage passengers carried during these years by Transat and American Line. The average share calculated over those three years so carried jointly by Transat and the America Line shall be sub-divided between those two in the ratio of 75 : 25. The shares thus obtained shall be the shares guaranteed by the N. D. L. V. to Transat and to the American Line.

260

Example	1901	1902	1903
Direct Lines	28 362	37 209	75 296
Transat	7 696	8 690	14 946
American Line	666	1 104	2 748
Total	36 724	47 003	92 990

Grand Total: 176 717.

Total Transat and American Line 35 850 which means 20.28%.

These 20.28 per cent to be divided in the ratio of 75 to 25 gives 15.21 per cent for Transats share and 5.07 per cent for American Line's share.

261

ART. 4.

In case the number of eastbound Italian and Oriental steerage passengers forwarded by Transat during a calendar year should remain below or exceed the share so allotted to her she shall receive from or pay to the N. D. L. V. as the case may be a compensation of marks 40 for every passenger short or in excess of her share. The same applies to the American Line.

262 *Petitioner's Exhibit 4*

ART. 5.

Transat and American Line agree to quote to Italian and Oriental points the same rates and to pay the same commissions as are being quoted and being paid by the North German Lloyd for its direct Mediterranean Twinscrew steamers, or by Hapag for its direct Mediterranean fast Twinscrew steamers. Should, however, the net rates of any of these two direct lines for the steamers mentioned, fall below $28, neither Transat nor American Line shall be obliged to
263 follow such reduction. In case Transat and American Lines do not follow such reduction, the compensation to be paid or to be received as the case may be, shall be 16 marks instead of 40 marks for the Line which does not follow such reduction.

ART. 6.

If the American Line ceases taking eastbound Italian and Oriental steerage passengers to Cherbourg, it then becomes again purely a British Line eastbound, and would retire from this Agreement, resuming the same obligations and liberties as are en-
264 joyed by all other British Lines parties to the steerage Agreement between British and N. D. L. V. Lines. In case the American Line ceases to take eastbound Italian and Oriental steerage passengers to Cherbourg, it shall inform the Secretary of the N. D. L. V. of such decision at once and it shall furthermore advertise its decision immediately in its steerage advertising matter issued in the U. S. A.

In case the American Line thus ceases taking Italian and Oriental steerage passengers direct to Cherbourg then Transat's share of the Italian and Oriental eastbound steerage traffic shall be the average

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of the proportions in which Transat has participated in the total of this traffic carried by the direct Italian Lines together with the number of eastbound Italian and Oriental steerage passengers carried by Transat and American Line calculated over the basis years 1901, 1902 & 1903.

ART. 7.

Each passenger, adult, child or infant, carried is counted as one full person.

266

ART. 8.

The Lines parties to this agreement shall furnish the Secretary of the N. D. L. V. with weekly statistics which will enable him to indicate by statistics to be made by him what the position of the different Lines in this eastbound Pool is.

ART. 9.

All parties mutually agree that any disputes or claims between any of them, or between any one or more of them and the rest of them arising out of any 267
alleged breach of this agreement shall be settled by arbitration. As Arbitrator shall act the Arbitrator of the N. D. L. V.

ART. 10.

This Contract is closed for one year; it shall commence on January 1st, 1904, and shall be continued thereafter from year to year unless three months previous notice, *i. e.*, before October 1st of each year is given by registered letter to the Secretary of the N. D. L. V.

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268 **Petitioner's Exhibit 5.**

AGREEMENT G.

N. D. L. V. UND

CIE GEN. TRANSATLANTIQUE.

Between the

Hamburg-American Line,
Holland-America Line,
Norddeutscher Lloyd,
Red Star Line,

269 of the one part and the

Cie. Gén. Transatlantique

of the other part it has been agreed as follows:

ART. 1.

The Lines above named shall divide amongst themselves their entire third class traffic from ports between Cronstadt and Bordeaux, both included, to ports in the United States of America and Canada.

ART. 2.

270 As a basis for the fixing of the proportion of the Lines, parties to this agreement, the total number of third class passengers carried by these Lines to the United States and Canada during the years 1900, 1901 and 1902 is adopted. This number to include the number of Oriental passengers carried by the direct Mediteranean Lines of the parties to this agreement to the United States and Canada.

Petitioner's Exhibit 5

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ART. 3.

The procentual share of the Transatlantique is to be subdivided into passengers originating from Italy and the Orient and in those originating from other European countries, each to form a separate group.

ART. 4.

If the number of passengers of each group actually carried by the Transatlantique in any one year exceeds the share allotted to her as prescribed in 272
Articles 2 and 3 the Transatlantique shall pay to the other Lines

60 M. (sixty Marks) for each passenger originating in Italy and the Orient.

90 M. (ninety Marks) for each passenger originating in the other countries.

ART. 5.

If the number of passengers actually carried by the Transatlantique does not reach the proportion allotted to her she shall receive from the other Lines
parties to this agreement 273

60 M. (sixty Marks) for each passenger originating in Italy and the Orient.

90 M. (ninety Marks) for each passenger originating in the other countries.

ART. 6.

Each passenger, adult, child or infant, carried is counted as one full person.

274 *Petitioner's Exhibit 5*

ART. 7.

The Orient is understood to comprise Greece, Turkey and all Asia and Africa.

ART. 8.

This contract has been concluded for a period of one year from the first of January, 1903, and will continue thereafter from six months to six months unless six months previous notice be given.

275

ART. 9.

The parties undertake to immediately supply the Secretary of the Nordatlantischer Dampfer-Linien Verband, Mr. H. Peters at Jena with all data and information for properly drawing up a contract in due form.

ART. 10.

The port of Havre is specially reserved both for freight and passenger business by direct line to and from the United States and Canada, to the Trans-
276 atlantique. All other French Atlantic and Channel ports, with the exception of Cherbourg and Boulogne, will be also reserved to the Transatlantique, but only as far as passenger business by direct Line to and from the United States and Canada is concerned.

ART. 11.

The Transatlantique binds herself not to call at any port between Cronstadt and French frontier, either for freight or passenger business, except with previous consent of the parties of the first part.

Petitioner's Exhibit 5

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ART. 12.

Passengers from Scandinavia and Finland shall not be considered in any way in this contract and the Transatlantique shall not engage passengers in these countries.

ART. 13.

The service maintained by the Deutsche Levante Linie shall not be considered.

ART. 14.

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This contract is subject to all the conditions incorporated in the N. D. L. V. Pool contract a copy of which the Secretary shall send to the Transatlantique.

gez. Vanden Toorn.
" Ch. Tattet.
" Ad. Storm.
" v. Helmolt.
" Ed. Strasser.

AGREEMENT J.

MEMORANDUM OF AGREEMENT

279

made this ninth day of March, 1904, between the Canadian Pacific Railway Company, hereinafter called "the Company," of the First Part; and the Hamburg-Amerika Linie, Norddeutscher Lloyd, Holland-Amerika Line and Red Star Line, hereinafter called "the Continental Lines" of the Second Part.

Witnesseth as follows:

1. This agreement is made in consideration of the mutual promises and agreements herein contained and

280 *Petitioner's Exhibit 5*

is binding upon the successors and assigns of the parties hereto respectively and they respectively covenant and agree to perform the terms thereof.

2. It is the essence of this contract and is distinctly understood that the Company will not carry passengers of Continental nationality other than Scandinavian or Finnish by its own steamers or by any steamers in which it is interested sailing from ports in Great Britian or Ireland to ports in Canada or the United States. The Company undertakes to exercise all possible care to prevent any contravention of this clause
281 and should the Continental Lines at any time require it the Company agrees to afford to the Secretary of the Continental Lines facilities for satisfying himself that there has been no contravention of this clause. If, in spite of measures adopted by the Canadian Pacific Railway for the above purpose any agents should succeed in shipping passengers of Continental nationality under false declaration by the Canadian Pacific Railway Company's Steamers from British ports, such passengers so shipped shall be advised to the other Lines parties to this agreement and be included in the share due to the Canadian Pacific Railway Company as per Clause 5.

282 3. The Company being about to establish a steamship service from Antwerp to Canadian Ports agrees to place its passenger business from the Continent of Europe (Scandinavia and Finland excepted) exclusively in the hands of the Continental Lines.

4. The Company agrees to establish and maintain during the continuance of this Agreement, a steamship service from Antwerp

Petitioner's Exhibit 6.

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MEDITERRANEAN STEERAGE-TRAFFIC AGREEMENT

OF FEBRUARY 8TH 1909.

Jena, 18th February 1909.

Between the below-named Groups of steamship-companies engaged in the transport of steerage passengers from Italy to North America and Canada and vice-versa, viz:

284

Group 1: Italia,
La Veloce,
Lloyd Italino,
Lloyd Sabaudo,
Navigazine Generale Italiana &
Sicula Americana,

responsible jointly and separately, of the one part, and

Group 2: Anchor Line,
Fabre Line,
Hamburg-Amerika Linie,
Norddeutscher Lloyd &
White Star Line,

285

responsible jointly and separately, of the other part, the following contract has this day been concluded.

ARTICLE 1.

The contract covers:

(a) Westbound: all steerage passengers, carried by the Lines parties to this contract, who embark in Mediterranean ports, and other ports called at later, for ports of North America and Canada, except for

286 *Petitioner's Exhibit 6*

passengers from Marseille, by the Fabre Line as otherwise provided for in Article No. 5.

(b) Eastbound: all steerage passengers, carried by the Lines parties to this contract, coming from ports of the United States and Canada, and landing in Mediterranean ports and other ports called at before.

It does not make any difference whether the above-named passengers be transported by steamers owned by the companies or by steamers leased or chartered or in any way controlled by them.

287 In case a party to this agreement charters a steamer from another party to this agreement only the Line in whose service the steamer is employed has to account for the passengers carried by such steamer.

ARTICLE 2.

The participation of each of the Groups named at the beginning, of the entire traffic under this contract is fixed as follows:

Westbound:	Group	1	49.13%
	"	2	50.87%
Eastbound:	Group	1	49.485%
288	"	2	50.515%

ARTICLE 3.

This participation is made under the assumption that each group, westbound as well as eastbound, will have at least 120 departures during the course of each twelve months.

Except that the first period shall be from 1st June 1909 to 30th June 1910, subsequent periods to be from 1st July one year to 30th June the next year and

289

the last period from 1st July until the agreement terminates, if it continues after 30th June, 1911. The number of sailings to vary proportionately during each competed period.

If westbound one of the Groups has less than 120 departures, then the proportion westbound of this Group will be reduced proportionately. This reduction to be divided between the two Groups in proportion to the number of sailings of each. No sailings over 120 effected by either Group to count in this division. The same takes place in the eastbound proportion when one of the Groups has less than 120 290
departures eastbound.

Steamers carrying steerage passengers to and from Italian ports only, to be counted.

ARTICLE 4.

All passengers forwarded in any intermediate class between steerage and cabin to be considered as steerage passengers and to be accounted for in the pool according to Article 2, also all cabin passengers westbound not having paid a cabinfare of at least lires 325.—(except lir. 300 by Anchor Line) or eastbound a cabinfare of at least $65.—(except $60 by Anchor 291
Line).

The Anchor Line are accorded this privilege only for their present steamers.

Persons belonging to the management, to the staff or to the ships' crew of any one of the parties, when travelling free or at reduced rates, as also their wives and families shall not be accounted for under the Pool.

Bondable passengers, *i. e.*, passengers sent back by the United States government shall be withdrawn only eastwards. Eastbound passengers sent back by the au-

292 *Petitioner's Exhibit 6*

thorities in Europe can be withdrawn westbound. Such passengers will be treated in the same way, who westbound or eastbound are transported at the request of the government free or against indemnity for board.

ARTICLE 5.

Settlements under this contract are to be made separately for westbound and eastbound. Each twelve months shall form a distinct period in itself. The first
293 period however to be from the 1st June 1909 to 30th June 1910, and subsequent periods to be from the 1st July one year until 30th June the next year, until the agreement terminates.

A Group carrying during a calendar year a number of steerage passengers exceeding its proportion as per Articles 2 and 3 shall pay for each excess passenger to the Group which forwards less than its proportion a compensation of lires 110.—.

The Group 1 Lines to have the right to carry up to one thousand (1000) military passengers (conscripts) eastbound on the order of the Italian consul for which they do not receive more than 85 Lires, for whom the compensation rate to be paid is fixed at
294 55 Lires.

The Fabre Line to have the right to carry up to one percent (1%) of the total percentual allotment westbound of the Group 2 Lines by their steamers from Marseille (either direct or calling at a Spanish port) to North America without accounting for them to the pool; any excess over 1% to be pooled.

ARTICLE 6.

It is understood that the compensation rate fixed in Article 5, also the statistics regarding the steerage-

295

traffic, are in all cases based upon the number of persons or souls, so that children and infants always count as full passengers in the sense of this present contract.

ARTICLE 7.

Provisional accounts are to be prepared for each month by the Secretary and to be sent by him to each of the interested steamship-lines. The Group which according to these accounts is in excess of its share must pay within a fortnight after receipt of the Secretary's notice the resulting compensation-sum according to the Secretary's directions. Each Group must give the Secretary the name of a party to conduct orders for payments, to receive payments or to make same.

296

Final settlements will be made at the end of each period as stipulated in Article 5 on the basis of a compensation account prepared by the Secretary comprising the whole period. Objections against this final account are to be made within four weeks, failing which the accounts shall stand. Final accounts must be rendered within twelve months from the termination of each period.

297

Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement prepared by the Secretary.

ARTICLE 8.

Each Group undertakes to arrange its services in such a manner that, eastbound and westbound, the number of steeragers which it actually carries corresponds as nearly as possible with the number allotted to it by this contract.

298 *Petitioner's Exhibit 6*

ARTICLE 9.

For the purpose of the compilation of the monthly compensation accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23rd and last day of a month their statistics of the steeragers and also 2nd Cabin passengers carried by them in the week ending with these respective dates, mentioning the dates of sailing, the ports of departure and the destination of the steamers.

A fine of lires 100.— will be imposed upon any Line
299 delaying the delivery of the statistics for more than three days.

The Secretary has to furnish to the Lines weekly the statistics of the passengers carried by each Line and monthly a statement (Art. 7) showing the position of the Groups versus each other. These monthly statements must be in the possession of the Lines not later than the 10th of the following month.

ARTICLE 10.

In case the statistics furnished by the Secretary show that one of the two Groups has exceeded its proportion, this Group is obliged to adopt measures calcu-
300 lated to bring about a correct adjustment. Which steps are to be taken is left to the Group in question, but it is necessary for the Group to inform the Secretary of its intentions, 2 days before putting same into operation.

The other Group has to await what result the measures taken produce. Should it turn out that they do not produce the desired result, both Groups must come together and decide what other suitable measures are to be adopted.

Petitioner's Exhibit 6

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ARTICLE 11.

No Line has the right to alter its steerage fares or its steerage commission rates without having previously informed the Secretary, who in his turn has to wire same at once to the other Lines.

ARTICLE 12.

The commission for second cabin in Europe must not exceed lires 25.— per adult. The sub-agents' commission for second cabin in America is fixed at $3. An extra fee of $1.— can be granted to General Agents in America.

302

ARTICLE 13.

The maximum commission to sub-agents for westbound steerage passengers is not to exceed lires 15.— per adult except for pool adjustment purposes. Each Line shall be at liberty to appoint a General-Emigration-Agent at Naples, Genoa and Palermo and one Head-Agent in Greece and any other country of the Orient, to whom an extra-commission of lires 5.— per adult and lires 2.50 per child may be paid both on cash and prepaid business handled by him.

303

ARTICLE 14.

The prepaid rates in America shall as a rule be equivalent to the highest gross cash rate charged by the respective Line in Europe except for pool adjustment purposes (see Art. 10), and these are to be reckoned according to following scale, which is based in the parity lir. 5.20=$1.—:

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Lires	120.—	equal	$	23.—
"	130.—	"	"	25.—
"	140.—	"	"	27.—
"	150.—	"	"	29.—
"	160.—	"	"	31.—
"	170.—	"	"	33.—
"	180.—	"	"	35.—
"	190.—	"	"	36 ½
"	200.—	"	"	38 ½
"	210.—	"	"	40.—
"	220.—	"	"	42.—
"	230.—	"	"	44.—
"	240.—	"	"	46.—
"	250.—	"	"	48.—

305

If for certain steamers especially high cash rates are fixed by the Italian Commissioner of Emigration, the Line or Lines in question shall be entitled to quote for the respective steamers a prepaid rate corresponding to the cash rate of their regular steamers, such rate, however must not be lower than the highest prepaid rate of the steamers of the other Group. The commission to be paid on prepaid tickets shall be fixed by the Mediterranean Conference at New York, but shall not be more than $2.— per adult or $1.— per child. An extra-commission of not exceeding $1.— for each adult or 50 cents for each child may be paid to General-Agents in America and the names of all General-Agents receiving more than $2.— commission shall be scheduled with the Secretary of the Mediterranean Conference in New York.

306

No prepaids shall be sold unless for cash and every ticket shall bear the date of sale, name of passenger, number of adults, children and infants and port of embarkation and debarkation. Prepaids on which the passenger's name has been replaced by another name are not to be honored.

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On the 7th, 15th, 23rd and last day of each month the parties have to inform the Secretary under this agreement of the number of prepaids issued for them during the respecting week. The Secretary has to keep a statistic of these and send same weekly to all the Lines parties to this agreement.

ARTICLE 15.

All steerage fares are from the Italian port of embarkation to the American port of debarkation or vice-versa. Passengers booked through to or from other places have to pay besides said fare the actual official 308
tariff rate of the respective transportation undertaking by which the transportation takes place, and such fare must always be separately quoted and appear separately on the cash or prepaid ticket, except free transportation may be given between Newyork and Philadelphia and between Newyork and Boston as long as the Italian Government puts this obligation on any line. An exception to this is made in the case of passengers to and from Spain, the Azores, Greece, Africa and Asia, for which special rates shall be fixed from time to time.

ARTICLE 16. 309

The commission to agents for American Inland transportation shall in no case exceed 5% on the amount of same. The agents must retain the whole commission for themselves and not give away the whole or part of it to passengers or anyone else.

All orders for Inland-transportation in America to be drawn on the representative at the respective port of debarkation of the steamship company by which the transportation takes place.

310 *Petitioner's Exhibit 6*

No commission is to be paid on European inland transportation.

ARTICLE 17.

The Lines having direct services from Italy bind themselves not to attempt to book Continental passengers westbound or eastbound and specially not to quote special rates or commissions for such business.

The indirect Continental Lines and indirect British Lines parties to this agreement, except the American and White Star Lines and Cie Gle Transatlantique
311 Havre and Cherbourg services, undertake not to endeavour to book Italian steerage passengers westbound or eastbound by quoting special rates and/or Commission for such business. The same obligation refers to the other Lines of the Atlantic Conference except the Cunard Line. The parties to this agreement undertake not to give their consent to any special rates being quoted for Italian business.

Oriental passengers means passengers to or from Greece, Asia and Africa.

ARTICLE 18.

312 The Lines belonging to the two Groups undertake not to issue any circulars or make any publications reflecting upon or instituting comparisons in any way unfavorable to another Line party to this contract, and no party hereto shall support any newspaper, by advertising therein or by any other means, which systematically attacks any Conference Line.

Every Line belonging to Group 1 or 2 shall send to the Secretary under this agreement any printed matter and circulars sent to agents in relation to the steerage or second cabin business, as soon as they appear and in so many copies that the Secretary can send one to each party.

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ARTICLE 19.

Each Line is responsible for any infraction of this contract on the part of their representatives, employees and agents.

A fine will be inflicted on agents guilty of an infraction of this contract, and in case of a repetition, the agent will be disqualified.

The agents of the Lines parties to this contract shall neither book passengers for any opposition Line, nor shall they be interested in same. In case of contravention they will be disqualified. The Lines mentioned in Article 31, with which special agreements 314
exist are not looked upon as opposition Lines in the spirit of this contract.

ARTICLE 20.

As a guarantee for the faithful performance of the conditions of this contract each Line of the two Groups shall deposit with the Secretary a bank guarantee amounting to Onehundredandtwentyfivethousand Lires (Lires 125,000.—). This guarantee may be given through the Banca Commerciale Italiana in Milan or any other bank recognized by the Lines. This guarantee is only payable on an order of payment signed 315
by the Secretary and the Umpire of the Arbitrators who has pronounced the award. Unless claims for this guarantee have been presented to the Secretary, it becomes void at the end of 6 months after expiration of this present contract.

ARTICLE 21.

The bank guarantee of the single Lines answers for the whole Group to which the Lines belong; so far as compensation payments are concerned. The total sum

316 *Petitioner's Exhibit 6*

deposited by a Line shall be considered the amount of liquidated damages and thus entirely forfeited if such Line unduly withdraws from the present contract before its expiration, or if such Line resorts to actions which render the continuance of this present contract impossible, and which are therefore to be considered equivalent to a withdrawal from this present contract, as for instance, refusal to pay compensation money or failure to replenish the deposit in due time, or assisting directly or indirectly an existing or a new opposition Line, or starting or assisting a Line whereby the business as defined in Article 1 would be seriously
317 interfered with.

ARTICLE 22.

Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such penalties exceed the total amount deposited by the Line at fault.

The amount of the penalty to be in each case not less than lires 5000.— for each contravention or infraction, except as provided for in Article 9.

In case of the contravention or infraction being made wilfully and designedly, especially in case of any
318 wilful or intentionally incorrect statement or declaration in respect to the statistics, the penalty shall not be less than lires 50000.—.

Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award, the deposit will be drawn upon up to the amount of such penalty.

ARTICLE 23.

In the event of a deposit of a single Line or of a Group having been dealt with, the same must within

319

14 days after the day on which it has been so dealt with be replenished up to its original amount without a special request from the Secretary being necessary.

ARTICLE 24.

Other Lines can be admitted to this present contract and the terms and conditions of the latter can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of all the Lines in the contracting Groups.

All alterations and additions made in respect of this present contract to be valid and binding upon the Lines belonging to the Groups parties to this present contract only when all the Lines have given their written consent to such alterations and additions.

320

ARTICLE 25.

The execution and control of the fulfilment of the stipulations of this present contract are confided to:

1. The Secretary,
2. The Delegates of the Lines,
3. The Arbitrator.

321

ARTICLE 26.

The Secretary shall fulfill his duties in an unbiased manner. The Secretary shall be appointed by a majority of three quarters of the Lines and shall be dismissed at the request of four Lines.

Mr. H. Peters in Jena is appointed Secretary.

Amongst his duties are:

1. To receive the statistical statements, to examine the same as also the accounts, for which purpose the Secretary shall have access to the Passenger offices of

322 *Petitioner's Exhibit 6*

the Lines and can there examine all books, correspondence etc., as far as he may deem it necessary.

2. To communicate the statistics and accounts to all the Lines concerned, and act as mediator in general in the transactions between the Lines themselves, as far as such transactions appertain to matters relative to this contract. The Secretary has also to control the steerage prices and commissions and to see that all Lines receive regularly and simultaneously all necessary information.

323 3. To collect the payment of the penalties.

4. To call the meetings of the Lines and to keep the minutes of these meetings.

5. To effect the compensation accounts.

It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

The Secretary's salary, the expenses for conferences and all others connected with the carrying out of this contract to be divided equally between the two groups parties to this contract.

ARTICLE 27.

324 Meetings to be held if possible at least once each six months at dates and places to be agreed.

Special meetings shall take place within 21 days if the whole of one Group demands same, within 4 weeks if demanded by several Lines and within 5 weeks if demanded by not less than two Lines.

The subject or subjects to be dealt with in such meetings to be notified to the Secretary who shall inform all the parties concerned not less than 10 days before the date on which the meeting is to take place.

In such meetings the parties present shall form a quorum irrespective of the number, but only as far as

325

subjects are concerned which had been duly notified to all the Lines by the Secretary. Resolutions on subjects which were not on the agenda only become valid when unanimously agreed to by all the Lines.

Resolutions on subjects transmitted by the Secretary to the Lines can also be taken by a vote given in writing, provided no Line objects to such manner of voting.

The Delegates of the Lines to the Conferences must have full power to make binding arrangements on behalf of their Company and to sign for same.

Decisions to be taken by a majority of two thirds of the Lines except where otherwise provided for under this contract. 326

Each Line has a vote only on questions connected with the agreements to which it is party.

ARTICLE 28.

No communications in regard to transactions or resolutions concerning this contract shall be made to the press or any outside party without special and unanimous consent of all the Lines.

ARTICLE 29.

327

It is understood that no Line has in respect to this contract the right to summon any other Line before the judicial courts, but in cases differences cannot be settled amicably, each Line has the right to call for an award of the Arbitrator. Such appeal must be addressed to the Secretary by registered letter, and the Secretary is bound to communicate it within 3 days to every Line party to this contract and to request the disputing parties each to name an Arbitrator.

The two Arbitrators so appointed shall choose one of the below-named gentlemen as Umpire, viz:

328 *Petitioner's Exhibit 6*

Dr. jur. Hansen,
Mr. Henry Wilding,
Commendatore Weil.

In case they cannot agree upon the Umpire, then it shall be decided by lot.

Should either party fail to appoint an Arbitrator within 14 days after notice has been given then the one Arbitrator nominated by the other party has full power to act as sole Arbitrator and shall deal with the case forthwith.

The award of the Arbitrators is to be accompanied
329 by a written argument setting forth the grounds upon which the award has been given, such award at the same time to determine the question as to the costs of the arbitration.

Before making the award the Arbitrators have to give both parties an opportunity of being heard. Should either of the parties fail to appear or to tender the required evidence, the Arbitrators shall decide upon the evidence submitted, whether *ex parte* or otherwise. But the manner in which they think proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which they adopt in ascertaining the facts of the matter at issue, are left entirely to their conscientious decision
330 and it is expressly understood that they are not bound to the observance of the rules in operation in respect of any legal procedure.

The award of the Arbitrators takes the place and is equivalent to a legal judgment given by the highest instance of any law-court, against which all right of appeal is exhausted, and it is expressly understood that all the parties to this contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.

331

The Arbitrators shall, notwithstanding they have made and published an award, have power to reopen and reconsider the same and to hear further evidence and to make a fresh award, provided cause be shown satisfactory to them within one week after the award is first made, or if the Arbitrators see cause to extend the time, then within three weeks of the issue of the said award.

ARTICLE 30.

332

It is understood that in all cases in which resolutions have to be taken in respect to existing differences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions to be given by the Arbitrators, not only the tenor but also more especially the spirit of this present contract has to be taken ino consideration.

ARTICLE 31.

Special contracts shall be made with the following Lines:

333

a) with the American Line and White Star Line (English channel services), as also with the Campagnie Générale Transatlantique for the traffic in Italian and Oriental steerage passengers with their steamers via Havre and Cherbourg to ports of the United States or Canada and vice-versa.

b) with the Austro-Americana for the steerage traffic with their steamers between ports of United States or Canada and Mediterranean ports;

c) with the Compania Transatlántica Espanola for their traffic from the United States or Canada to Italy and vice-versa.

334 *Petitioner's Exhibit 6*

Each of the two Groups parties to this contract will bear its percentual share of the payments to be made or received under the contracts a) to c).

ARTICLE 32.

The withdrawal of any Line from the present contract (see Art. 21) releases the other Lines from all obligations except from the obligation to pay the compensation accounts incurred under this contract up to the date of such withdrawal, unless the latter agree amongst themselves to continue the present con-
335 tract under the same or under altered terms and conditions.

ARTICLE 33.

The present contract has been concluded for the period from June 1st 1909 to June 30th 1911. After this date it shall continue from year to year unless notice be given by any Line on or before the 1st January in any year to terminate the agreement on the subsequent 30th June; such notice cannot be given before 1st January 1911.

Paris, 8th February 1909.

336

Hamburg-Amerika Linie	Signed pr. Dr. Murken.
Norddeutscher Lloyd	signed Heineken.
Anchor Line	signed C. A. Nicholl.
White Star Line	signed p. A. B. Cauty.
Cyp. Fabre & Co.	signed ppon Jules Guez.
Navigazione Generale Italiana Italia Lloyd Italiano Sicula Americana	signed Paratore.
La Veloce Lloyd Sabaudo	signed D. Brunelli.

Petitioner's Exhibit 7.

337

SPECIAL AGREEMENT B

between the

ITALIAN LINES

and the

CUNARD LINE

and the

AUSTRO AMERICANA.

Between the following Steamship Companies engaged in the transportation of steerage passengers from ports of the United States and Canada to Italy, namely:

338

A. Italia,
La Veloce,
Lloyd Italia,
Lloyd Sabaudo,
Navigazione Generale Italiana,
Sicula Americana,
Anchor Line,
Fabre Line,
Hamburg-Amerika Line,
Norddeutscher Lloyd,
White Star Line.

339

B. Cunard Line (Mediterranean Service).

C. Austro Americana,

the following contract has this day been concluded:

ARTICLE 1.

The contract shall cover all steerage passengers coming from ports of the United States and Canada and landing in Italian ports and ports called at before, whatever their destination may be.

340 *Petitioner's Exhibit 7*

ARTICLE 2.

The direct Lines mentioned above under A guarantee of the entire traffic indicated in Article 1.

(a) to the Cunard Line 4,41%.
(b) to the Austro Americana 2,53%.

ARTICLE 3.

The shares stated in Article 2 are fixed in the assumption that the Cunard Line as well as the Austro
341 Americana have at least 26 sailings yearly with steeragers to Italy. Should one of these Lines have less than 26 departures, then the share of this Line as indicated in Article 2 will be decreased by 1/26 for each failing departure.

ARTICLE 4.

Should the Lines mentioned above under B and C not attain their guaranteed share, the Lines under A shall pay to the Line which has not attained its proportion a compensation price of lires 110.—for each failing passenger (soul). On the other hand, if the Lines under B and C have carried a number of passen-
342 gers exceeding their proportion, they will pay to the Lines under A lires 110.—for each excess passenger.

ARTICLE 5.

For the rest the stipulations of the principal contract concluded between the Lines belonging to group A shall apply to the present contract.

ARTICLE 6.

As a guarantee for the faithful performance of the stipulations of this contract the Cunard Line and the

343

Austro Americana shall deposit with the Secretary a bank guarantee amounting to lires 125,000. In the case of the other Lines parties to this contract the deposits made as per Article 20 of the principal contract answer also for the fulfilment of the present contract.

ARTICLE 7.

This contract has been concluded for the period from October 1st, 1908 to December 31st, 1909, and shall continue after this date from year to year unless one of the three parties gives notice of withdrawal three months before the termination of this period.

344

This present contract, however, ceases to exist on the day on which the principal contract concluded between the Lines under A expires.

345

346 **Petitioner's Exhibit 8.**

SPECIAL AGREEMENT A

between the

ITALIAN LINES

and

COMPAGNIE GENERALE TRANSATLANTIQUE

AMERICAN LINE

and

WHITE STAR LINE.

347

Jena, 18th February, 1909.

Between the following Steamship Companies engaged in the transportation of Italian and Oriental steerage passengers to North America and Canada and vice-versa, namely:

A. Italia,
La Veloce,
Lloyd Italia,
Lloyd Sabaudo,
Navigazione Generale Italiana,
Sicula Americana,
Anchor Line,

348 Fabre Line,
Hamburg-Amerika-Linie,
Norddeutscher Lloyd &
White Star Line.

B. Compagnie Generale Transatlantique.

C. American Line &
White Star Line

the following contract has this day been concluded subject to the approval of the Lines, not represented and subject to an understanding being reached between the Cie. Gle. Transatlantique and the Continental Lines.

Petitioner's Exhibit 8

349

ARTICLE I.

The contract shall cover
westbound:

(a) All steerage passengers carried on steamers belonging to Lines parties to this Contract and the Campania Trasatlantica Espanola embarking in Italian and other ports called at later for ports of North America and Canada, whatever their nationality may be,

(b) All Italian and Oriental emigrants carried on steamers belonging to Lines parties to this contract embarking in Cherbourg and all Italian emigrants embarking at Harve for ports of the United States or Canada;

350

eastbound:

(a) All steerage passengers carried on steamers belonging to Lines parties to this Contract and on steamers of the Cunard Line, the Austro Americana and the Cia. Trasatlántica Espanola coming from ports of the United States and Canada and debarking in Italian ports and other ports called at before, whatever their destination may be,

(b) All Italian and Oriental steerage passengers landing in Cherbourg or Harve carried by steamers belonging to Lines parties to this Contract.

351

ARTICLE 2.

The direct Lines mentioned above under A guarantee of the entire traffic indicated in Article 1

(a) westbound to the Compagnie Générale Transatlantique a proportion of 10.50% for their Italian business only,

352 *Petitioner's Exhibit 8*

(b) eastbound to the Compagnie Générale Transatlantique a proportion of 10.75% for both their Italian and Oriental business,

to the American Line and to the White Star Line a proportion of.....%.

ARTICLE 3.

Should the Lines mentioned above under B and C not attain their guaranteed share, then the Lines under A shall pay to the Line which has not attained its proportion a compensation price of lires 75.—for each failing passenger (soul). On the other hand, if the
353 Lines under B and C have carried a number of passengers exceeding their proportion they will pay to the Lines under A lires 75.—for each excess passenger.

ARTICLE 4.

For the rest the stipulations of the principal contract concluded between the Lines belonging to Group A shall apply to the present contract.

American Line and White Star Line to be entitled to only one vote.

ARTICLE 5.

As a guarantee for the faithful performance of the stipulations of this contract the Compagnie Générale
354 Transatlantique shall deposit with the Secretary a bank guarantee amounting to lires 125.000,—. In the case of the other Lines parties to this contract the deposits made as per Article 20 of the principal contract answer also for the fulfilment of the present contract. The guarantee given by the White Star Line as per Article 20 of the principal contract answers at the same time for the fulfilment of this contract on the part of the American Line.

ARTICLE 6.

This contract has been concluded for the period from 1st June, 1909 to 30th June, 1911, and shall

355

after this date continue from year to year unless one of the three parties gives notice of withdrawal three months before the termination of this period.

This present contract, however, ceases to exist on the day on which the principal contract concluded between the Lines under A expires.

ARTICLE 7.

In case the Italian license of the Cie. Gle. Transatlantique should be cancelled during the existence of this present Contract, the latter to be suspended so far as the Cie. Gle. Transatlantique is concerned, and the parties will try to come to an understanding on an other basis.

356

Cannes, December 12th, 1908.
Paris, February 6th, 1909.

Hamburg-Amerika Line
(Signed) Ad. Storm.

Norddeutscher Lloyd
(Signed) Wiegand.

White Star and American Lines
(Signed) I. Bruce Ismay.

Anchor Line
(Signed) A. C. F. Henderson.

Cie. Gle. Transatlantique
(Signed) Ch. Tattet.

357

Fabre Line
(Signed) Cyp. Fabre & Cie.

Navigazione Generale Italiana
Lloyd Italiano
Sieula Americana
(Signed) Crespi.

Italia
(Signed) T. Ferrari.

La Veloce
(Signed) D. Brunelli.

Lloyd Sabaudo
(Signed) Alesso. Cerruti di A.

358 **Petitioner's Exhibit 9-a.**

ENGLISH TRANSLATION OF GERMAN EXHIBIT 9-B.

Agreement N.

Agreement.

between the Nord-atlantischer Dampfer Linien Verband and the Austro-Americana.

Berlin, November 14, 1904.
Hotel Continental.

359 It is today agreed between the Steamship Lines named Nordatlatischen Dampfer Linien Verband (North Atlantic Steamship Line Union) on the one side and the United Austrian Steamship Company, formerly the "Austro-Americana" and "Cosulich Brothers" also named "Austro-Americano" on the other side, as follows:

1.

The Austro-Americana will receive as their share off Trieste and other Adriatic Ports, 4% of the entire steerage business which the Lines of the N. D. L. V. carry from North Sea and channel ports and
360 which the Austro-Americana carries on their line, Trieste-New York, by Adriatic Ports to the United States and Canada, deducting the Italian and Oriental passengers of the Transatlantique. In this total steerage business will be included all passengers exceeding 32500, which the Cunard Line carries via Fuime and Trieste in any one year.

2.

The share of 4% is based on twenty-six sailings yearly. Should the Austro-Americana have less, their

Petitioner's Exhibit 9-a. 361

share will be decreased by 1/26th for each sailing missed.

3.

In this agreement all persons forwarded are considered as passengers, whether adults, children or infants, whether paid or free or at reduced rate.

4.

Should the Austro-Americana not reach their share as per 1 and 2, they will be paid for every short M. 100, by the lines of the N. D. L. V. exceed their share M. 100 must be paid to the Lines of the N. D. L. V. for every excess passenger forwarded. 362

5.

For purpose of calculation, the agreeing parties will furnish on the 7-15th, 23rd, and last of each month to the Secretary of the N. D. L. V. the figures of their carryings, also for statistical purposes, the number of second class passengers forwarded by them and the number of prepaids which come under this agreement sold during the week.

6. 363

The secretary of the N. D. L. V. is to furnish the parties weekly, with statistics of the passengers forwarded and a monthly account in which the standing of each party in the pool, will be shown. As soon as one of the parties owes M. 30,000 or over payment must be made within fourteen days of the advice which the secretary gives.

7.

passengers whom the Austro-Americana embarks Trieste to New York at non-Adriatic

364 *Petitioner's Exhibit 9-a.*

Ports—Excepting French ports—do not figure in the carrying percentage fixed as per paragraphs 1 and 2 unless they emanate from other countries than Italy, Greece, Turkey, Spain, Portugal, Asia or Africa.

8.

The steerage rate of the Austro-Americana must be the same as the lowest rate charged by the North German Lloyd, or the Hamburg Amerika Lines for their slow steamers, (Lloyd, Baltimore service H. A. L. P. steamers). If the case should arise that the
365 Austro-Americana cannot reach their share they are to reduce their rate, (Against this Cunard can object as per clause, 23). If on the other hand they should exceed their share, they are not obliged to raise their rates above those mentioned above. A change in rate for steerage as well as second class is first to be advised to the Secretary. All rates are understood to be off ports. For any inland forwarding the regular tariff rates must be added to the ocean fares.

9.

366 Prepaid rates are to be based with European as follows

M 100	$24.50
110	27.00
120	27.50
130	31.50
140	34.00
150	36.50
160	38.50
170	41.00
180	43.50

367

The conversion will be made at the rate of M. O. 85 to Kr. 1.

10.

The Austro-Americana is bound not to pay anywhere a higher commission than that paid by the Lines of the N. D. L. V. The normal highest commission for steerage in Europe is M. 15 or Kr. 18. Commission on American Prepaids are fixed by the New York Conference.

368

11.

The second class rate of the Austro-Americana shall not be less than M. 200. Commission not more than M. 15 for Agents, not more than M. 10 for tourist Offices.

12.

The European agents dare sell American Inland forwarding only through the company on whose steamer the passengers are to be forwarded. Orders drawn on other companies or persons for American Rail will be taken up and the steamship Company's own order issued. The agent is responsible to the Company for the amount. Besides, he will be fined not less than M. 400. The amount of Commission to be paid agents is governed by Section 10, first clause.

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13.

The parties in their advertising agree to make no unfavorable comparisons between themselves, to make no attacks in the newspapers, or to instigate or support any unfriendly suggestions.

370 *Petitioner's Exhibit 9-a.*

14.

The parties agree to send immediately after publication to the Pool Secretary, 12 copies of their prospectuses, circulars, sailing lists, etc.

15.

The parties agree that the Austro-Americana endeavors to secure its business out of Austria.

16.

371

Careless breaking of this agreement may be fined up to M. 1000, intentionally up to M. 10,000 for every single case.

17.

The Austro Americana pledges itself to establish no freight or passenger service of any kind between Bordeaux or ports north of Bordeaux and North America and Canada, or to have any interest direct or indirect in such a service. Single sailings for freight only will be allowed provided they do not enter into
372 competition with the N. D. L. V. Lines. The N. D. L. V. Lines declare to have no intention of establishing lines from the Adriatic to North America or Canada. Should the N. D. L. V. on account of an existing or a competition about to arise, be compelled to establish such a line, then the Austro-Americana shall have the right to consider this agreement of no force as long as such a line is continued.

Petitioner's Exhibit 9-a.

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18.

Differences of opinion which the parties cannot settle between themselves amicably are to be settled by arbitration. The person who acts as arbitration judge in the N. D. L. V. shall act as arbitrator. As soon as one of the parties demands arbitration, the arbitrator must have the whole matter laid before him within fourteen days.

19.

374

This agreement begins January 1st, 1905, and is valid until December 31st, 1909. The same shall after this term continue from year to year if notice that it is to be discontinued is not given before October 1st. In the period before January 1st, 1905, everything in this agreement is to be in force except the calculations in Sections 1, 2 and 4.

20.

The N. D. L. V. intends to take the Austro-Americana as a member of this union in all particulars and the Austro-Americana declares itself as agreeable to this. In this case, all the regulations with the exceptions in this agreement are to be strictly carried out. 375

21.

Regarding eastbound business, it is agreed that the Austro-Americana will assist in the Mediterranean business of the so-called Mediterranean Conference in New York, and the N. D. L. V. Lines pledge themselves that the Austro-Americana in this conference for eastbound steerage forwarding to Italy shall be

Petitioner's Exhibit 9-a.

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entitled to use the rate of the cheapest conference steamer. This would have to be modified, if the Austro-Americana in course of time should see fit to put on larger and faster steamers. For passage to Adriatic ports, the Austro-Americana shall have until further notice an eastbound steerage rate, which is $2.00 lower than that of the Cunard Line to the same ports, and not higher than the lowest eastbound rate of both German companies to German ports.

HAMBURG-AMERIKA LINE,
(Signed) Ballin.
NORDDEUTSCHEN LLOYD,

377 (Signed) Weigan.
HOLLAND-AMERIKA LINE,
(Signed) Reuchlin.
CAMP. GEN'L TRANS.,
(Signed) Ch. Tattet.
RED STAR LINE,
(Signed) Ed. Strasser.
VEREINIGTE OESTERREICHISCHE SCHIFFAHRTZ-ACTIEN-GESELLSCHAFT, formerly AUSTRO-AMERICANA and FRATELLI COSULICH,
(Signed)

378 Dr. Schenker Augeren,
C. Cosulich.

Petitioner's Exhibit 9-b.

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AGREEMENT N.

N. D. L. V. &
AUSTRO AMERICANA.

Berlin, den 13 November, 1904.
Hotel Continental.

ZWISCHEN

den Dampfschiffslinien:
fürderhin genannt:

Nordatlantischer Dampfer-Linien-Verband,
einerseits

380

und der *Vereinigten Oesterreichischen Schiffahrts-Actien-Gesellschaft, vormals Austro-Americana und Gebr. Cosulich,* weiterhin *Austro-Americana* genannt,
andererseits,
st heute folgender Vertrag abgeschlossen worden.

§ 1.

Die Austro-Americana erhält als Beförderungsanteil ab Triest und anderen adriatischen Häfen 4% (vier Procent) von der Gesamt-Zwischendecks-Passagier-Anzahl, welche die Linien des N. D. L. V. von Häfen der Nordsee und des Kanals und die Austro-Americana auf ihrer Linie Triest-Newyork ab adriatischen Häfen nach den Vereinigten Staaten 381
und Canada befördern, abzüglich der italienischen und orientalischen Passagiere der Transatlantique. In die Gesamt-Zwischendecks-Passagierzahl werden eingerechnet diejenigen Passagiere, welche die Cunard Line über Fiume und Triest über die Ziffer von 32,500 hinaus in einem Rechnungsjahre befördert.

§ 2.

Der Beförderungsanteil von 4% ist auf eine Zahl von jährlich 26 Abfahrten begründet. Sollte die

382 *Petitioner's Exhibit 9-b*

Austro-Americana in einem Jahre weniger Abfahrten machen als 26, so verringert sich ihr Anteil für jede ausgefallene Abfahrt um 1/26.

§ 3.

Als Passagier im Sinne dieses Vertrages gilt jede beförderte Person, gleichviel ob Erwachsene, Kinder oder Säuglinge, und gleichviel, ob als zahlender Passagier, oder unentgeldlich, oder ermässigt befördert.

§ 4.

Sollte die Austro-Americana den ihr laut §§ 1 und
383 2 zugestandenen Beförderungsanteil nicht erreichen, so erhält sie für jeden daran fehlenden Passagier von seitem der N. D. L. V. Linien eine Vergütung von M. 100—. Ueberschreitet sie dagegen ihren Beförderungsanteil, so hat sie an die N. D. L. V. Linien M. 100—für jeden darüber hinaus beförderten Passagier zu zahlen.

§ 5.

Zum Zwecke der Verrechnung geben die vertragsschliessenden Parteien dem Secretair des N. D. L. V. am 7, 15, 23 und letzten jeden Monats die Zahlen der von ihnen beförderten Zwischendeckspassagiere auf, ebenso zun Zwecke der Statistik die Zahl der von
384 ihen beförderten II. Klasse-Passagiere und der von ihnen in der bertreffenden Woche verkauften, unter diesen Vertrag fallenden Prepaids.

§ 6.

Der Secretair des N. D. L. V. hat die Parteien wöchentlich mit Statistiken der beförderten Passagiere zu versehen und monatlich eine Rechnung aufzumachen, aus welcher der Pool-Stand der Parteien hervorgeht. Sobald eine der Parteien M. 30,000—oder mehr schuldet, hat dieselbe innerhalb 14 Tagen nach

385

erfolgter Weisung des Secretairs die Ausgleichszahlung zu leisten.

§ 7.

Passagiere, welche die Austro-Americana auf der Fahrt von Triest nach Newyork in nicht adriatischen Häfen aufnimmt—französische Häfen ausgenommen—zählen nicht in den laut §§ 1 und 2 festgestellten Beförderungsanteil, es sei denn, dass dieselben aus anderen Ländern stammen, als aus Italien, Griechenland, Türkei, Spanien, Portugal, Asien oder Afrika.

§ 8.

386

Der Zwischendecks-Fahrpreis der Austro-Americana hat gleich dem niedrigsten Preise zu sein, den der Norddeutsche Lloyd oder die Hamburg-Amerika Linie für ihre langsamen Dampfer (Lloyd-Baltimore-Dienst, H.A.L. P-Dampfer) nehmen. Sollte aber der Fall eintreten, dass die Austro-Americana ihren Anteil nicht erreicht, so hat dieselbe ihren Preis zu ermässigen[1]). Wenn sie dagegen ihren Anteil überschreitet, ist sie nicht verpflichtet, ihren Preis über den oben erwähnten Preis des Lloyd, bezw. der H.A.L. hinaus zu erhöhen. Von einer Preisänderung, sowohl für Zwischendeck wie für II. Klasse, ist vorher dem Secretair Mitteilung zu machen.

387

Aylle Fahrpreise verstehen sich ab Hafen. Für etwaige Inlandsbeförderung sind den Oceanraten die wirklichen tarifmässigen Beförderungspreise hinzuzurechnen.

§ 9.

Die amerikanischen Prepaid-Preise haben zu den europäischen Cassa-Preisen stets in folgendem Verhältniss zu stehen.

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(1) Dagegen kann Cunard nach clause 23 Einspruch erheben.

388 *Petitioner's Exhibit 9-b*

M. 100 = $ 24½
" 110 = " 27
" 120 = " 29½
" 130 = " 31½
" 140 = " 34
" 150 = " 36½
" 160 = " 38½
" 170 = " 41
" 180 = " 43½

Die Umrechnung wird zum Kurse M. 0,85 = Kr. 1. — vorgenommen.

389 § 10.

Die Austro-Americana ist verpflichtet, in den verschiedenen Gebieten keine höhere Provision zu zahlen als die Linien des N. D. L. V. Normaler Weise beträgt die Höchst-Commission für 1/1 Zwischedeckspassagier in Europa M. 15.— oder Kr. 18.—. Für Comission auf in Amerika verkaufte Prepaids sind die Bestimmungen der Newyorker Conference massgebend.

§ 11.

Der II. Kajüte-Preis der Austro-Americana soll nicht weniger betragen, als M. 200, Provision nicht über M. 15 für Agenten, nicht über M. 10 für Reise-
390 bureaux.

§ 12.

Die europäischen Agenten der Parteien dürfen amerikanische Inlandbeförderung nur durch Vermittlung derjenigen Partei verkaufen, mit deren Schiffen die betreffenden Passagiere befördert werden. Auf andere Gesellschaften oder Personen ausgestellte Anweisungen für amerikanische Inlandbeförderung werden von den Parteien eingezogen und durch ihre eigenen ersetzt. Für den Betrag bleibt der Agent der Partei haftbar. Ausserdem trifft ihn eine Geldstrafe

391

von mindestens M. 400.—. Die Höhe der an Agenten zu vergütenden Commission wird durch § 10, erster Satz, geregelt.

§ 13.

Die Parteien verpflichten sich, in ihren Veröffentlichungen keine ungünstigen Vergleiche gegen einander vorzunehmen, oder Zeitungsangriffe, oder unfreundliche Veröffentlichungen direct oder indirect zu veranlassen, oder zu unterstützen.

§ 14.

Die Parteien verpflichten sich, von all ihren Prospecten, Circularen, Fahrplänen etc. 12 Exemplare dem Pool-Secretair gleich nach Erscheinen einzusenden. 392

§ 15.

Die Parteien erklären sich damit einverstanden, dass die Austro-Americana ihren Passagier-Verkehr tunlichst aus Oesterreich heranzuziehen sucht.

§ 16.

Fahrlässige Uebertretungen dieses Vertrages können mit Strafen bis zu M. 1000.— (tausend Mark) geahndet werden, absichtliche Uebertretungen dieses Vertrages mit Strafen bis zu M. 10,000.— (zehntausend Mark) für jeden einzelnen Fall. 393

§ 17.

Die Austro-Americana verpflichtet sich, keinerlei Fracht-oder Passagier-Verbindung einzurichten zwischen Bordeaux oder nördlich von Bordeaux gelegenen europäischen Häfen und Nordamerika oder Canada, noch sich an einer solchen direct oder indirect zu beteiligen. Einzelne, nur dem Frachtverkehr dienende Gelegenheitsfahrten jedoch sollen der Austro-Americana freistehen, sofern dieselben keine Konkurrenz bedeuten gegen N.D.L.V. Linien.

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Die N.D.L.V. Linien erklären, nicht die Absicht zu haben, Linien vom adriatischen Meer nach Nordamerika oder Canada zu errichten. Sollten die N. D. L. V. Linien sich jedoch infolge einer bevorstehenden oder vorhandenen Konkurrenz einer asserhalb dieses Vertragesstehenden Partei genötigt sehen, eine solche Verbindung einzurichten, so soll der Austro-Americana das Recht zustehen, für die Dauer des Bestehens solcher Linie diesen Vertrag ausser Kraft zu setzen.

§ 18.

Meinungsverschiedenheiten über diesen Vertrag,
395 über die die Parteien sich nicht gütlich zu einigen vermögen, sollen durch Schiedsspruch geregelt werden. Als Schiedsrichter soll diejenige Person fugieren, die das Schiedsrichteramt im N. D. L. V. ausübt. Sobald eine Partei Schiedsspruch verlangt, muss dem Schiedsrichter innerhalb 14 Tagen die betreffende Angelegenheit unterbreitet werden.

§ 19.

Dieser Vertrag tritt am 1. Januar 1905 in Kraft und hat Gültigkeit bis zum 31. December 1909. Derselbe soll nach diesem Termin von Jahr zu Jahr fortlaufen, wenn er nicht vor dem 1. October auf das Ende des betreffenden Jahres gekündig wird. In der Zeit vor
396 dem 1. Januar 1905 sollen alle Bestimmungen dieses Vertrages, mit Ausnahme der Verrechnung (§§ 1, 2 und 4) Gültigkeit haben.

§ 20.

Der N.D.L.V. behält sich vor, die Austro-Americana in vollem Umfange als Mitglied des Verbandes aufzunehmen und die Austro-American erklärt sich mit solchem Eintritt einverstanden. In solchem Falle sind die in diesem Vertrage vereinbarten Ausnahmebestimmungen aufrecht zu erhalten.

Petitioner's Exhibit 9-b

§ 21.

Mit Bezug auf das Eastbound-Geschäft ist vereinbart, dass die Austro-Americana für den Mittelmeer-Verkehr der sogenannten Mediterranean-Conference in Newyork beitritt, und verpflichten sich die N.D.L.V. Linien, dafür einzutreten, dass der Austro-Americana in dieser Conference für die Eastbound-Steerage-Beförderung nach Italien die Rate der billingsten Conference-Dampfer zugestanden wird. Diese Bestimmung würde zu modifizieren sein, falls die Austro-Americana im Laufe der Zeit Schiffe von grösserer Geschwindigkeit in Fahrt stellt. Für die Fahrt nach den adriatischen Hafen soll für die Austro-Americana eine Eastbound-Steerage-Rate bis auf weiteres festgesetzt werden, welche $2.—biliger ist, als diejenige der Cunard Linie für die gleichen Häfen und nicht höher, als die niedrigste Eastbound-Rate der beiden deutschen Gesellschaften nach deutschen Häfen.

Hamburg-Amerika Linie
gez. *Ballin.*
Norddeutscher Lloyd
gez. *Wiegand.*
Holland-Amerika Linie
gez. *Reuchlin.*
Compagnie Générale
Transatlantique
gez. *Ch. Tattet.*

Red Star Line
gez. *Ed. Strasser.*
Vereinigte Oesterreichische
Schiffahrts-Actien-Gesellschaft vorm. Austro-Americana und Fratelli Cosulich
gez. Dr. *Schenker-Angerer*, gez. *C. Cosulich.*

400 **Petitioner's Exhibit 10.**

AGREEMENT W

AGREEMENT ON SECOND CLASS BUSINESS

Between the Allan Line—American Line—Anchor Line—Canadian Pacific Railway Co.—Cie. Générale Transatlantique—Cunard Line—Dominion Line—Donaldson Line—Hamburg-American Line—Holland-Amerika Lijn—Norddeutscher Lloyd—Red Star Line—White Star Line.

1. (a) Minimum Ocean Rates for Second Class
401 Passengers. Eastbound and Westbound:

RATES TO AND FROM ENGLAND.

1. Lusitania, Mauretania	£ 12.—
2. Oceanic, Adriatic, Caronia, Carmania ..	£ 11.—
3. Campania, Lucania, Baltic, Celtic, Cedric	£ 10.—
3. Empress of Britain and Empress of Ireland	£ 9.15
5. Majestic, Teutonic, all steamers American Line Southampton Service, and Turbine Allan	£ 9.10
6. Arabic, Saxonia, Ivernia, Republic, Ottawa, Umbria, Etruria, Merion, Haverford, Caledonia, Columbia, California, Canada, Grampian, Hesperian, Kensington, Southwark, Lake Erie, Lake Champlain, Corsican, Tunisian	£ 9.—
7. Athenia, Cassandra, Allan Line Steamers Ionian, Parisian & Pretorian when from Glasgow, Dominion, Vancouver, Lake Manitoba, Westmoreland, Noordland, Furnessia, Friesland, Allan Line Steamers Grampian and Hesperian, when in the Boston Glasgow service	£ 8.10

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8. Allan's Glasgow Boston service, Allan's London service consisting of Corinthian, Sicilian, Parisian, Mongolian, Sadinian, Pomeranian, Allan's St. John's Halifax service and Astoria ..... £ 8.—

Passengers to and from Continental ports £ 1 more.

N. B. Majestic, Teutonic and American Line Southampton steamers to charge to and from Cherbourg ..... £ 11.—

CONTINENTAL LINES' RATES.

404

	To and from Cont.	To and from Engl.
1. Kronprinzessin Cecilie, Lloyd's Kaiser steamers, Deutschland..	£ 13.—	£ 12.—
2. Provence, Amerika, Kas. Aug. Victoria	£ 12.—	£ 11.—
3. Rotterdam, Prinz Fridrich Wilhelm, Lorraine, Savoie	£ 11.10	£ 10.10
4. Touraine, Barbarossa Class, Moltke, Blücher, Gr. Kurfürst, Hamburg, Bremen, President Grant and Lincoln	£ 11.—	£ 10.—
5. Other steamers of Lloyd and Hamburg, Nieuw Amsterdam..	£ 10.10	£ 10.—
6. Other steamers of Antwerp and Rotterdam	£ 10.—	£ 10.—
Gascogne, Bretagne, Chicago ..	£ 10.—	
6a. Red Star Line's cattle steamers to Boston	£ 10.—	
7. Allan Line's Havre Service, newer steamers: Parisian, Sicilian, Corinthian	£ 10.—	

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Petitioner's Exhibit 10

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older steamers: Mongolian, Sardinian, Pomperanian ..... £ 9.—

8. 'Florida, Caroline ..... £ 8.—

(b) The British rate for Continental Lines steamers only apply to those steamers calling at British Ports.

(c) New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

407 (d) The above are minimum Ocean rates except that the present practice of providing passengers by United States Lines with third-class rail tickets between London and Liverpool for 10 s. additional is continued. The Glasgow lines may provide similar transportation between London and Glasgow for 25 s. additional, and the Canadian Lines, when sailing to Canadian Ports, are allowed to include the rail ticket to and from London in the Ocean fare.

Reserved for further consideration:

408 All British Lines to advertise and charge 20 s. more than the respective British Lines' rates, from and to all Continental Ports, and the said British Lines, rates to be the net rates off Eastcoast port for Scandinavian and Finnish passengers. No lower local rate than 20 s. between the Continent and Great Britain is to be charged or advertised not even in 3rd Class tariffs and advertisements.

(e) The rates named include free transportation between New York, Philadelphia and Boston.

(f) All contracts at reduced rates are to be tabled and not to be renewed and such contract passengers are not to be pooled.

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(g) No round-trip rebate will be allowed except 5% on return portion by Glasgow Lines. Any of the Lines have the right to reopen the question of round trip rebate allowance after December 31st, 1908, on giving one month's notice but under no circumstances shall the rebate, if granted, exceed 10% on the amount of the return fare.

(h) Passengers not taking round-trip tickets are not to be allowed any reduction when taking their tickets for the return journey.

2. When any Service has more than one rate, the tickets both prepaid and cash, issued at the lower rates 410
shall plainly state they are available only for the named steamers to which the lower rate applies, and the Companies undertake that they will not carry the holders of lower rated tickets by higher rated steamers unless they have been paid the difference in rate.

3. The minimum rates named above are understood to be gross per adult including commission.

4. Children of one year and under twelve years to be charged half fare. Children under twelve months one Pound.

5. Each Line is at liberty to fix its minimum west- 411
bound cash or prepaid or eastbound rates, independently of each other, higher than provided for in this agreement.

6. All rates and commissions shall be converted into different currencies at the following rates of exchange: 1 s. = 1,25 fr. = 1 mark = $ 0,25 = 0,60 Dutch guilder.

7. (a) No free passages or reductions shall be given to agents, press representatives or in recognition of advertisements, or to shippers, or brokers, or to anyone

412 *Petitioner's Exhibit 10*

with the object of obtaining other passengers or business of any kind, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passages to General Agents, Government Officials or other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

(b) An exception shall be made in the case of steamers carrying livestock, which steamers are at liberty to convey men, when accompanying such livestock, and on the return journey, free of charge. An ex-
413 ception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge. Canadian Lines to table contracts now existing which provide for free transportation to conductors.

8. All official communications between the Lines must be made through the Secretary of the Northatlantic Passenger Conference or of the Nordatlantischer Dampfer-Linien-Verband.

9. Steamers carrying only second class passengers as distinguished from first class, must appear in all
414 advertisements, circulars or other printed matter issued by the Lines as carrying second class passengers only, without any reference to such passengers enjoying so-called First Class or Saloon privileges. The spirit as well as the letter of this clause to be observed

10. Bicycles to be charged ten shillings; they must be crated. Dogs to be charged 40 s.

11. Commissions to agents on second cabin business shall be as follows:

(a) For tickets issued in America:

415

5% with a minimum of $3 per adult for a single passage and $6 per adult for round-trip passage. An extra commission of $1 per adult for single passage and $2 per adult for round-trip passage may be allowed to schedule general agents at the recognized general passenger agency points.

(b) For tickets issued in Europe:

(1) In Great Britain: the commission to any agent to be 5% with a minimum of 9 s. per adult for a single passage, and 18 s. per adult for round-trip ticket.

(2) On the Continent: The maximum to be 6% but each Line to be entitled to grant a minimum of fifteen (15) Marks on a single trip per adult. 416

(3) The General Agents of the Continental Lines at London and their ports of call are considered as Company's own offices.

(c) Tourist Offices:

(1) In Great Britain: shall under no circumstances receive more than 5% commission with a minimum of 9 s. per adult for a single passage, and 18 s. per adult for round-trip ticket.

(2) On the European Continent: not more than 10 s. per adult for a single passage, or 20 s. per adult for round-trip ticket. 417

(3) In the United States: 5% with a minimum of $3 for adult for a single passage and $5 per adult for round-trip ticket.

(d) Agents may be allowed 2 s. per ticket for exchanging Second Class prepaid or return tickets.

12. The commission includes telegraphic expenses of agents for securing berth, etc., and no refund or allowance shall be made for them.

418 *Petitioner's Exhibit 10*

13. This agreement shall take effect on February 10th 1908, and circulars and tariffs shall be issued and mailed not later than February 8th, 1908.

14. This agreement shall remain in force until 28th February 1911, but any Line wishing for a revision of the rates can ask for same by giving 3 months notice. Such notice not to be given before 1st January, 1909. Failing revision being granted the Line may then appeal to the Arbitrator (Mr. Henry Wilding) whose decision shall be final. This agreement is after the 28th February, 1911, to be continued year by year
419 unless notice of retirement be given to the Secretary not later than on the 1st of December; such notice however not to be given before 1st December, 1910.

15. The Mediterranean services of the Lines parties to this agreement are excepted from the operation of this agreement.

16. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take
420 place in London.

(*b*) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

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(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has 422
been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly. 423

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than 5 £ nor more than £ 100.

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(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any
425 fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, pro-
426 vided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or

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office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

London, 5th February, 1908.

Hamburg Amerika Linie (signed) Ballin.
For the Allan Line Steamship Co. Ld.
(signed) Henry Allan.
For the Anchor Line (Henderson Bros.) Ld.
(signed) Richard Henderson. 428
For the Canadian Pacific Railway Co.
and Atlantic Steamship Lines
(signed) Allan Cameron.
Norddeutscher Lloyd (signed) Heineken.
For the J. M. M. Co. (Signed) J. Bruce Ismay.
For the Cunard St. Co. Ld. (signed) William Watson.
For Holland America Line (signed) Reuchlin.
Donaldson Brothers (signed) per S. Smith Moncur.
Cie. Gl. Transatlantique (signed) Ch. Tattet.
Red Star Line (signed) Ed. Strasser.

APPENDIX I.

429

Agreement W.

To the Canadian Pacific Railway Co. the right has been conceded to pay rail fares of 1st & 2nd Class passengers westbound and 1st & 2nd & 3rd Class Eastbound between Quebec and Montreal so long as the steamers named do not proceed beyond Quebec, and so long as other Canadia Lines' vessels proceed to Montreal and land their 1st and 2nd Class passengers there. The Allan and Dominion Lines to also have the privilege of providing free rail orders between

430 Quebec and Montreal to First and Second class passengers when desired.

It is understood and agreed that, as all Canadian Lines are compelled by Government regulations to land all third class passengers at Quebec, the concession will not apply to third class business Wesbound, for which the C.P.R. will continue to charge the actual rail fare from Quebec to Montreal in addition to the agreement ocean fare) the same as other Canadian Lines do and always have done.

(Agreed upon April 28th, 1908).

431 AGREEMENT W.

Appendix II.

Amendment to Appendix I:

The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

Amendment to Clause 10 to read:

Bicycles shall be charged ten Shillings each; they must be crated. Dogs to be charged not less than 40 Shillings each. Motor cars to be charged for at cur-
432 rent freight rates. No commission to be paid on such charges in future.

(Agreed upon at Paris, August 7th, 1908.)

Jena, August 12th, 1908.

Petitioner's Exhibit 11.

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AGREEMENT V.

AGREEMENT ON FIRST CLASS BUSINESS.

Between the Allan Line — American Line — Anchor Line — Atlantic Transport Line — Canadian Pacific Railway Co. — Cie Générale Transatlantique — Cunard Line — Dominion Line — Hamburg American Line — Holland Amerika Lijn — Leyland Line — Norddeutscher Lloyd — Red Star Line — White Star Line.

1. Minimum Ocean Rates for First Class Passengers, Eastboard and Westbound: 434

Schedule for North Atlantic Business.

1. Lusitania, Mauretania	£ 25.10
2. Kaiser Wilhelm II., Kronprinzessin Cecilie	£ 24.10
3. Kronprinz, Kaiser Wilhelm d. Gr., Deutschland	£ 24.—
4. Adriatic, Kais. Aug. Victoria, Amerika (Kais. Aug. Victoria and Amerika without food £ 3 less)	£ 22.10
5. La Provence, Oceanic	£ 21.10 435
6. Rotterdam	£ 21.—
7. Lucania, Campania	£ 20.10
8. Carmania, Caronia, Lorraine, Savoie, Baltic, Cedric, Celtic, Prinz Friedrich Wilhelm	£ 19.10
9. Moltke, Blücher, Grosser Kurfürst, Nieuw Amsterdam, Majestic, Teutonic, St. Paul, St. Louis, New York, Philadelphia ..	£ 18.10
10. Empress of Britain and Empress of Ireland	£ 18.—

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11. Victorian, Virginian, Touraine, Hamburg, Bremen, Barbarossa, König Albert, Friedrich d. Gr., Königin Luise, Prinzess Irene, Prinzess Alice, President Grant and President Lincoln ..... £ 17.10

12. Umbria, Etruria, Saxonia, Ivernia, Arabic, Republic, Minneapolis, Minnehaha, Minnetonka, Vaderland, Zeeland, Finland, Kroonland, Patricia, Pretoria, Pennsylvania, Graf Waldersee, Lloyd's Feldherren Class, Noordam, Rijndam, Potsdam, Statendam ..... £ 16.10

437 13. Grampian, Hesperian (when from Liverpool), Tunisian, Corsican, Gascogne, Bretagne, Champagne, Cymric, Canada .... £ 15.10

14. Caledonia, Columbia, Cymric (when carrying cattle), Lake Manitoba, Dominion £ 14.10

15. California, Grampian, Hesperian (when from Glasgow), Leyland Line, other Atlantic Transport Line steamers ..... £ 13.10

16. Ionian, Parisian, Furnessia, Pretorian, Allan Line, Liverpool-St. Johns, Halifax Service ..... £ 12.10

Allan Line will charge £ 2 higher from Liverpoool for Ionian, Parisian and Pre-
438 torian.

New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

2. Servants accompanying first class passengers must pay not less than £ 2 below the minimum first class rate by the steamer on which they travel, with a maximum of £ 15.—if they have access to the first Saloon accommodation. It is understood that the rate for servants must not be below the second cabin rate by the same steamer.

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3. Children of one year and under ten years pay half fare, children under twelve months pay £ 1.

4. The minimum rates stipulated in Clause 1 are understood to be gross per adult including commission.

5 (a) The foregoing minimum rates to be in force all the year round, except that the Canadian Lines are entitled to charge £ 1.10.—. less during the winter season when the St. Lawrence Ports are closed. These reduced rates however are only good for transportation to St. John, Halifax and Portland, and must not include transportation to Quebec and Montreal.

440

(b) The Anchor Line also wish to reserve the question of participating in this arrangement to the extent of £ 1 during the same period.

6. The Companies undertake that they will not carry the holders of lower rated tickets by higher rated steamers, unless they have been paid the difference in fare, except in case of force majeure or if compelled by law.

7. Through booked passengers must pay in addition to the Ocean fare the actual official tariff rate of the transportation companies by which the transporation takes place.

441

8. Each line is at liberty to fix its minimum Westbound cash or prepaid or Eastbound rate independently of each other higher than provided for in this agreement.

9. All rates and commissions shall be converted into the different currencies at the following rates of exchange: 1 s = 1 mark = 1.25 fr. = $0.25 = 0.60 Dutch guilder.

10 (a) No rebate to be allowed on first class return tickets except that the Anchor Line and the Allan

442 *Petitioner's Exhibit 11*

Line have the right to reopen the question of round-trip rebate after Dec. 31st, 1908, and if no satisfactory settlement can be arrived at, they may revert to the 10% rebate off the return portion of the fare, the other Lines to have the same privilege. The Anchor Line and/or Allan Line to give one month's notice of their intention to raise this question.

(b) Passengers not taking round trip tickets are not to be allowed any reduction when taking their tickets for the return journey.

11 (a) No free passes or reductions shall be given
443 to agents, press representatives, shippers, or brokers, or to anyone with the object of obtaining other passengers or business of any kind, or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or lines are at liberty to grant free passes or reductions to Government officials, scheduled General Agents or to other individuals on purely personal grounds, no free passes or reductions whatever shall be given.

(b) An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when accompanying such live stock and on the return journey free of charge. An
444 exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge. Canadian Lines to table contracts now existing which provide for free transportation to conductors.

12. Bicycles shall be charged ten Shillings each; they must be crated. Dogs to be charged not less than 40 Shillings each. Motor cars to be charged for

Petitioner's Exhibit 11

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at current freight rates. — No commission to be paid on such charges in future.

13. The commissions to agents on first cabin business shall be as follows:

(a) For tickets issued in America:

Not more than 5% of the passage money with a minimum of $4 per adult for a single passage and $8 for a round trip passage except in the case of scheduled General agents, who are nonsalaried, to whom an extra commission of 2 1/2% of the gross amount of the passage money may be paid.

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(b) For tickets issued in Europe:

(1) In Great Britain and Scandinavia not more than 5% of the passage money, except 7 1/2% to agents in London (see Clause 14).

(2) On the Continent not more than 7 1/2% of the passage money to general agents or to agents in Paris (see Clause 14) and not more than 5% to tourist offices, bankers, and agents doing only cabin business. Such agents in the cabin and steerage business who have their own subagents organization are considered as General agents. It is agreed that such General agents cannot pay to their subagents more than 5% commission.

447

(3) Tourist Offices shall under no circumstances and in no country receive more than 5% commission.

(c) Names of agents receiving more than 5% commission to be reported to the Secretaries of the respective conferences who are to keep lists of same and circulate the lists amongst all the parties.

(d) Agents may be allowed 3 Shillings per ticket for exchanging prepaid or return tickets.

448 *Petitioner's Exhibit 11*

14. (a) Each Line shall not have more than two offices in London (Westend und City) for First Class business, and two each in Paris and Berlin for its own account or conducted by an agent or by agents receiving 7 1/2% commission (Clause 13), and one office for its own account in any other place, which offices or agents are at liberty to pay to subagents or brokers a commission not exceeding 5% of the passage money. The above restriction for Paris does not refer to the Cie. Générale Transatlanique.

(b) The question of opening offices in New York
449 uptown is reserved.

15. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.

16. This agreement shall take effect February 10th, 1908, and circulars and tariffs shall be issued and mailed not later than February 8th, 1908.

17. This agreement shall remain in force until 28th February, 1911, but any Line wishing for a revision of the rates can ask for same by giving three months' notice. Such notice not to be given before 1st January, 1909. Failing revision being granted the Line
450 may then appeal to the arbitrator (Mr. Henry Wilding) whose decision shall be final. This agreement is after the 28th February, 1911, to be continued year by year unless notice of retirement be given to the Secretary not later than on the 1st of December; such notice however not to be given before 1st December, 1910.

18. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampferlinien Verband.

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19. Steamers carrying only 2nd class passengers, as distinguished from 1st class, must appear in all advertisements, circulars or other printed matter, issued by the line, as carrying 2nd class passengers only, without any reference to such passengers enjoying so-called Saloon Privileges. The spirit as well as the letter of this clause to be observed.

20. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by arbitration, as follows:

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(a) Arbitration proceedings in Europe shall take place at London.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

453

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days

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after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may, if so required by the party or parties who appointed him, proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred
455 comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent, for
456 each breach, and for breach by any agent the fine or damages shall not be less than £ 5 nor more than £ 100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all

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parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally 458
stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to reopen and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be 459
made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

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21. The Mediterranean Services of the Lines parties to this agreement are excepted from the operation of this agreement.

London, 5th February, 1908.

For the Allan Line Steamship Coy., Ld.,
(signed) Henry Allan.
For the Anchor Line (Henderson Bros.) Ld.,
(signed) Richard Henderson.
For the Canadian Pacific Railway Co.,
(Atlantic Steamship Lines)
(signed) Allan Cameron.
For the Cunard S. S. Co., Ld.,
461 (signed) William Watson.
Hamburg-Amerika Linie,
(signed) Ballin.
For the Holland-America Line,
(signed) Reuchlin.
For the I. M. M. Co.,
(signed) J. Bruce Ismay.
Norddeutscher Lloyd,
(signed) Heineken.
Red Star Line,
(signed) Ed. Strasser.
Cie. Gel. Transatlantique,
(signed) Ch. Tattet.

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APPENDIX I.

Agreement V.

(a) To the Canadian Pacific Railway Co. the right has been conceded to pay rail fares of 1st & 2nd Class passengers Westbound and 1st & 2nd & 3rd Class Eastbound between Quebec and Montreal so long as the steamers named do not proceed beyond Quebec, and so long as other Canadian Lines vessels proceed to Montreal and land their 1st and 2nd Class pas-

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sengers there. The Allan and Dominion Lines to also have the privilege of providing free rail orders between Quebec and Montreal to First and Second Class passengers when desired.

(b) It is understood and agreed that, as all Canadian Lines are compelled by Government regulations to land all third class passengers at Quebec, the concession will not apply to third class business Westbound, for which the C. P. R. will continue to charge the actual rail fare from Quebec to Montreal (in addition to the agreement ocean fare) the same as other Canadian Lines do and always have done.

464

(Agreed upon April 28th, 1908.)

APPENDIX II.

AGREEMENT V.

FIRST CABIN BUSINESS.

It is suggested that the following seasons apply in the North Atlantic traffic for First Class business:

465

Eastbound May 1st to July 15th.
Westbound August 1st to October 15th.
during which periods the full Summer Schedule shall be advertised.

Any line which advertises a higher Summer Schedule for first class business agrees to advertise same as effective eastbound May 1st to July 15th and Westbound August 1st to Oct. 15th.

Agreed.

The Cunard Steamship Co., Ld.,
(signed) A. D. Mearns.

466 *Petitioner's Exhibit 11*

Hamburg-Amerika Linie,
(signed) J. P. Meyer.
Holland-Amerika Lijn,
(signed) J. G. v. Reuchlin.
I. M. M. Co.,
(signed) Harold A. Sanderson.
Norddeutscher Lloyd,
(signed) Heineken.
Red Star Line,
(signed) Harold A. Sanderson.

467 APPENDIX III.

AGREEMENT V.

Amendment to Appendix I:

The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

(Agreed upon at Paris, August 7th, 1908.)

Jena, August 12th, 1908.

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Petitioner's Exhibit 12-a. 469

II.

RESOLUTIONS.

North Atlantic Steamship Lines Combine.

RESOLUTIONS 801 - 912.

Revised at the Conference in Paris, January 29th, 1909.

Jena, February 12th, 1909.

North Atlantic Steamship Lines Combine. 470

Page 3.

801. (665) The agreement of January 19th, 1892, is extended from January 1st, 1909, to December 31st, 1909, with the exception of Articles 3 - 8, inclusive, and those parts in Articles 1, 11 and 16, which refer to tonnage, which are cancelled.

802. (666) The Resolutions 1 - 800 are cancelled.

803-a. (667) The furnishing of a security is discontinued. The bond which is deposited with the Secretary by the parties in place of such security remains in force. The bond is part of the agreement.

471

b. The discontinuance of the bond does, however, not interfere with the arrangement that the parties are no longer responsible above the amount of the bond, which is mentioned for each in the agreement, however, the obligation for compensation moneys which are due shall not be limited by the extent of the bond amount.

c. The balance payments which will be determined by the accountings, are to be paid monthly, according to the direction of the Secretary. The payments

472 *Petitioner's Exhibit 12-a*

of the plus parties are distributed to the minus parties *pro rata* of their deficit.

804. (668) In Articles 1 and 11 there are put in place of "Articles 3 to 8" the words "Resolution 805."

805. (669) The westbound portions of the parties are, during the continuance of agreement G, as follows [1]:

Hamburgh-American Line	31.38%
Holland-American Line	10.61%
North German Lloyd	42.46%
473 Red Star Line	15.55%

806. (670) The westbound compensation price for the year 1909 amounts to 110 marks.

807. (671) No party can be forced to place its steerage price (exclusive of American head charge) at more than 160 marks for express steamers, and 140 marks for other steamers. If it does this voluntarily, the party can, at any time, and under all conditions, go back to these rates.

808. (672) No party can be forced to suspend even temporarily, for purposes of equalization, the acceptance or transportation of passengers.

474 809. (673) The fares are always understood, westbound and eastbound, from port to port. (See Resolution 842.)

810. (674) The fares to this side (Exclusive of American head charge, and the American prepaid prices, must always be in the following ratio:

M. 100	—	$24 1/2
" 110	—	"27
" 120	—	"29 1/2

[1] See R. 1769 and Resolution 541.

Petitioner's Exhibit 12-a 475

" 130	—	"31 1/2
" 140	—	"34
" 150	—	"36 1/2
" 160	—	"38 1/2
" 170	—	"41
" 180	—	"43 1/2
" 190	—	"45 1/2
" 200	—	"48

Besides the above given prepaid prices, the legal head charge will be separately collected from the prepaid purchasers.

In the period from November 15th to December 476
31st, it is, however, permitted each line to fix their prepaid rates independently of the cash rates, higher or lower.

811. (675) The price of passage of the Hamburg-American Line, Canadian Line, from Antwerp, may not be lower than the lowest passage price of the Red Star Line.

812. (676) Any increase or reduction of the prices of a party in order to bring about an equalization, need not embrace all of the lines ..... of the party, but may be confined to some of these. They must, however, always be devised to fulfill the 477
object stated in Article 17.

813. (677) To the countries accepted in paragraph 7 of the commentary to Article 12, Spain, Portugal, South America and Australia are added. (Bosnia, the Herzegowina and East Rumelia, are not regarded as belonging to Turkey.)

814. (678) The final sentence in paragraph 7 of the commentary to Article 12, is changed as follows: "This applies also to the North German Lloyd and the Hamburg-American Line, Mediterranean service."

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815. (679) Persons who belong to the administration, the officials, or the ship's crews, of any one party, as well as their wives and children, are, if they are enjoying a free or reduced passage, not counted in the pool. (See Resolution 841.)

816. (680) The commission for steerage shall, in the pool countries, not exceed 15 marks. In the hitherto exempted countries, not exceed 30 marks.

817. (681) In the commentary to Article 23, the words, "Agents receiving more than $2," are changed
479 to, "Such head agents," and after "continental conference in New York" there is added, "and with the Secretary of the N. D. L. V."

818a (682). European inland transportation in connection with prepaid tickets; or in connection with east bound tickets, may be carried out by each party only on the basis of the official inland tariff published by such party, which may not contain more than three hundred stations for each port, or port of passage, inasmuch as the ports lie in different states. The railroad fares given in the price lists published by the Companies must be bona fide the real tariff railroad fares.

480 The calculation of European railroad fares is to be done on the basis of $1=M. 4.20=fr. 5.25=5 Kr.=2 1/2 Dutch florins.

b. No commission is paid on European inland transportation.

819 (683). The European agents of the parties may sell American inland transportation only through the agency of that party, with whose vessels the respective passengers are transported. Drafts made on other Companies or persons for American inland transportation are taken in by the parties and replaced by their own. The agent remains responsible to the party for

481

the amount. Besides this, he is subjected to a money penalty of at least 400 marks. (See Resolution 868.)

820 (684). The commission to be paid to agents expediting agents in the ports of departure are not regarded as agents in the sense of this Resolution) for the sale of American railroad tickets for emigrant trains may not exceed 5% of the railroad fare.

821 (685). Resolution 820 does not apply to Greece, Turkey, Italy, France, Switzerland, The Tyrol, Gorz, Istria, Dalmatia, Servia, Bulgaria, Romania, Trieste, Susak, Fiume, Luxemburg Alsace-Loraine. To agents in these districts a higher commission may be paid on American emigrant tickets, as far as the emigrants are residents in the countries named, in the sense of Article 12 of the agreement. This Resolution is subjected to a fourteen days' notice of cancellation.

482

822 (686). The through-booking of cabin passengers with American emigrant trains is forbidden. (See Resolution 868.)

823a (687). Each party has the right to have actions of their agents, which are contrary to the agreement, punished by the Praesidium.

483

b. The praesidium is not restricted to any definite amount; however, the penalty may not be higher than against the parties themselves. Resolution 819 is not changed hereby.

c. The praesidium cannot order a dismissal, unless it be that the party makes such a demand.

d. Refusal to pay the fine involves the deposition of the agents as a natural sequence, and this is true for all parties in the sense of the commentary to Article 24.

484 *Petitioner's Exhibit 12-a*

e. The reinstallation of a deposed agent requires a Resolution of the Praesidium (Article 35, Paragraph 4).

824 (688). The parties pledge themselves to give no financial assistance through commissions, contributions, or any other form, to such companies or private persons in the Cisleithanin monarchy who follow the tendency to monopolize the emigration business, or to gain a dominant influence on the same, and to refrain from any intercourse with such parties. The North German Lloyd and the Hamburg-American
485 Line accept this obligation also for their expediting agents in Hamburg and Bremen.

825 (689). The parties are responsible for their agents and organs, however, not for fines which are imposed on them.

826 (690). Change of paragraph 1 of Article 21: The lowest cabin price of a party must be, west bound, at least 50 marks, and east bound at least $10 higher than the highest normal pool-steerage price of the respective steamer. If the latter is higher than the maximum rates specified in Resolution 807, there need be added, in order to determine the price of the second cabin, the previously mentioned difference of 50
486 marks only, to the maximum rates of 140 marks and 160 marks, respectively. On east bound, as well as west bound round-trip tickets, this difference of 50 marks and of $10 against the steerage price can be 10% less than the cabin price.

827 (691). The directions of Resolution 826 find no application in case the parties have, among themselves, or have in common with other parties, reached some other agreement.

828a (692). Resolution 827 is to be so understood that if the parties in a cabin price agreement set so

487

cheap a price that the difference between this and the steerage price does not attain to the amount fixed in Resolution 826, that the passengers booked at such a price will not be taken into the accounting.

b. During the continuation of a cabin-agreement, all passengers which pay a price lower than the second cabin price fixed for that particular steamer, are to be considered in the accounting as steerage passengers, excepting passengers which come under Resolutions 815 and 841.

829 (693). In commentary to Article 21, paragraph 3, the rate of exchange for marks into dollars is changed from 4.20 to 4.00.

488

830 (694). Passengers who, by after payment, become transferred from the steerage to the cabin, immaterial whether before or after commencement of the trip, figure as cabin passengers, in as far as the directions of Resolutions 826, 827 and 828 are observed.

831 (695). The paragraph 2 of the commentary to Article 21 has no application to passengers who travel in the intermediate or in any other class than steerage, designated respectively as third class or cabin.

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832a (696). Of the entire westbound transportation of the Continental Lines and the British Lines, as far as this falls under the agreement of June 7th, 1898, the British Lines receive 6% and the Red Star Line 0.94% as long as that agreement remains in force.

b. Only so many passengers are considered as transported by the Red Star Line C as the Red Star has transported above its quota, with the restriction that

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no more passengers shall be considered as transported by the Red Star Line C than is its portion.

c. The share of the individual parties to the compensation determined by an accounting with the British Lines and the Red Star Line C is determined by the percentage share of the total transportation of the four parties, which results for each individual party, when there is added to the share of the respective party in westbound passengers its transportation of exempt passengers. The compensation for the Red Star Line C is 60 marks. In fixing the price of the Red Star
491 Line no consideration may be taken of the Red Star Line C.

d. Should the N. D. L. V. cease, before the agreement with the British Lines of June 7th, 1898, shall have expired, then the rights and obligations contained in this Resolution under c, towards the British Lines and the Red Star Line C, pass over to the lines concerned in the N. D. L. V. in proportion to their shares, in accordance with Resolution 805.

e. In case of doubt as to the relation between the parties and the Red Star Line C, the judicial decisions of July 30th, 1896 and September 30th, 1903, are con-
492 trolling.

833 (697). The parties send to the Secretary weekly (see Article 42) their statements concerning their westbound prepaid business, and this, separately, for their different lines.

834 (698). Article 24 of the agreement has, in its entire content, application also to the circulars and publications issued in America.

835a (699). In the commentary to Article 31, the words "Harve, and Boulogne" are crossed out.

493

b. The steamers of the Hamburg-American Line, which in the summer time go to Montreal and Quebec, and in the winter time to Halifax and Boston, may call at Antwerp.

c. Between the North German Lloyd and the Hamburg-American Packet Stock Company, it has been agreed that if, in consequence of epidemics, or in consequence of regulations of their own or of the American State authorities, the expedition of the passenger steamers from their respective ports is made difficult or impossible, that the Companies mutually give to each other the right to sail from the ports assigned to 494
them in the commentary to Article 31, or to call at such ports.

d. Article 31 of the Agreement is changed in such a way that if a sailing port can, in consequence of the breaking out of cholera or other epidemics, no longer be used as a sailing port, or if, through the action of the respective government, the shipping of steerage passengers from Germany or Russia, or countries of the Austrian-Hungarian Monarchy is not permitted, that then the respective party is justified in such a case to call at some other port of agreement. The party of this latter port is in such a case justified to resign from the agreement after fourteen days' notice. 495

836 (700). If a direct competition should arise from one of the ports, Hamburg, Bremen, Antwerp, Rotterdam, or Amsterdam, then the party from whose port it starts has the right to withdraw from the agreement after at least a three months' notice, in case the parties do not reach an agreement for the fighting of such competition on common account.

837 (701). The parties renew their agreement concerning the eastbound steerage business.

496 *Petitioner's Exhibit 12-a*

838a (702). The eastbound shares are as follows:

Hamburg-American Line	26.97%
Holland-American Line	13.32%
North German Lloyd	41.03%
Red Star Line	18.68%

b. The compensation price eastbound for the year 1909 amounts to 100 marks.

839 (703). Passengers transported by direct steamers of the parties to Mediterranean ports are excluded from the agreement.

497 840 (704). As to the rest [illegible] directions of the westbound agreement of Janua[illegible] 19th, 1892, and all resolutions remaining in force, shall properly apply to the eastbound agreement.

841a (705). Bondable passengers, that is, passengers who are sent back by the U. S. Government, shall be set down only eastbound. Eastbound passengers who are refused in Europe, by the authorities can be set down in the return transportation westbound.

b. In the same way are treated passengers who on the demand of a Government are transported, westbound or eastbound, free or for cost of food charges.

498 c. Cattlemen (in the sense of the American regulations for attendants of live stock) are also excluded from the accounting in both directions.

842 (706). As long as the British Lines fix their prices from the common points, New York, Boston, Baltimore, Philadelphia, the parties are permitted to allow the same privileges eastbound. (See Resolution 809.)

843 (707). The ratio between the eastbound cash rates and the this-side prepaid rates is fixed on the basis of $1.00=4.20 marks.

844a (708). No reduction is allowed in steerage round-trip tickets, east and westbound. The price of a round-trip ticket is found by addition of the east and westbound prices. 499

b. On fare-tickets which read eastbound for cabin, and westbound for steerage, or the reverse, no reduction may be allowed; furthermore, such round-trip-combinations shall not be made public.

845 (709). The expenses of the Secretaryship are divided according to the percentage share of the different parties in the westbound steerage, and eastbound steerage-pool. 500

846 (710). The parties obligate themselves not to give any information concerning the transactions or resolutions of the parties to the press or non-concerned third parties, without common consent.

847 (711). The resolutions of the Continental Conference in New York are not binding on the parties, if they are in conflict with the agreement.

848 (712). All resolutions made and yet to be made form a part of the agreement, even when they are not signed by members of the Praesidium, but by other members of the parties authorized to sign. 501

849 (713). All resolutions which in meetings, according to Article 39 and Resolution 851, are signed by parties authorized to sign, or by persons of whose authority to sign the Secretary has been advised by telegram or letter, obtain validity by such signature and figure as resolutions in the sense of Resolution 848. Resolutions concerning matters which are not in the day's program, or not so in accordance with Article 39, must be adopted unanimously, and become valid only if no objection has been made to the Secretary at Jena on the third day (inclusive) after com-

502 *Petitioner's Exhibit 12-a*

munication of the proceedings. Such resolutions which have in such manner become valid are also regarded as adopted in the sense of Resolution 848. Resolutions regarding prices are valid under all circumstances. Resolutions concerning cabin-business are considered as coming under the agreement only when this has been expressly stated.

850 (714). The sequence for the Praesidium begins in January 1st with the Packet Line, and for the Secretaryship with the Holland-American Line.

503 851 (715). The stated conferences take place one day before the regular conferences of the A.-C., and in the same places where these are held. (Conf. 29. I. 09.)

852 (716). For Scandinavian or Finnish steerage passengers which the North German Lloyd or the Hamburg-American Line transport eastbound under observance of Article 2 of the agreements with the British Lines of June 7, 1898, respectively Agreement Z, Article 13, the difference between the Continental and the Scandinavian eastbound fares of the particular steamer, as well as the amount of the cost of transportation from Bremen, Hamburg to Scandi-
504 navia or Finland, inclusive of any detention costs, is borne mutually by the parties, *i. e.*, in proportion to their eastbound shares of participation. Each party has the right to withdraw from this arrangement after a fortnight's notice.

853 (717). Cabin agreements are not subject to the control of the Secretary, except as provided for by Resolutions 826, 827 and 828.

854 (718). Free passage between New York, Boston and Philadelphia may not be given to cabin passengers.

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855 (719). The through-booking of first and second-class passengers to European inland points excepting Paris and London is forbidden. This resolution is subject to a three months' notice of cancellation.

856 (720). The settlement charge to agents for exchange and handling of American prepaids and return tickets is fixed at three marks for first-class and two marks for second-class. This is understood to be per ticket, regardless of the number of persons on same. No further payments will be made by the companies for postage and telegrams.

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857 (721). During the existence of a cabin agreement the printed matter referring to the cabin business is to be sent to the Secretary in the same manner as provided for in Article 24 for steerage.

858 (722). In case the services of the adjuster (literally, decision-judge) are called for, on account of variations from the cabin-rates agreed upon, he must be guided by the fact that in cases of unintentional error, payment of the full passage, figured according to the agreement, in equal parts to the other parties, will be regarded as a satisfactory settlement. Besides this, in proper cases, cabin passengers which are accepted under the rates, agreed upon, are also to be accounted for in the pool. In other instances violations of the fixed prices are not remedied by accounting for the respective passengers in the steerage-pools, be it by operation of Resolution 826 or by a voluntary offer of the party concerned.

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859 (723). In changing Article 36 there is appointed as adjuster (decision-judge) the Oberlandesegerichts-president Dr. Hansen in Hamburg. In case Dr. Hansen can not serve, the President of the Hanseatic Oberlandesgerichts shall be requested to

take the position, or to appoint some other decision-judge.

Agr. G. 860 (724). The shares determined originally for Agreement G, are changed according to R. 1793, as follows:

10.289% for the I Group (Italians and Orientals).
3.842% for the II Group (other passengers), (their total share is hence 14.131%).

861 (725). The provisions of Article 12 of the agreement and of the commentary to Article 12, by
509 which passengers from certain countries are considered as exempted from the agreement, are suspended during the existence of Agreement G.

862 (726). Italians and Orientals (Greeks, Turks, Asiatics and Africans), transported from Mediterranean ports by direct steamers of the agreement-lines, are regarded, as before, as not coming in under the agreement, and remain excluded from the accounting in the pool.

863 (727). With the day when the agreement G with the Cie. Gen. Transatlantique expires, all regulations concerning exempted passengers appearing in
510 the original agreement as well as in the recalled Resolutions 397-477, and in the parts specified [1] in the cancelled Resolution 482, regarding contract passengers, are at once again in force.

864 (728). The accounting of the compensation arising from the agreement with the Cie. Gen. Transatlantique is based on the shares stated in Resolution 805.

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[1] The same have been altered by an agreement between the Hamburg-American Line and the North German Lloyd.

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Agr. J. 865 (729). With the Canadian Pacific Railway a contract has been made in accordance with Agreement J, according to which there is due to the same 5.429% of the westbound steerage transportation of the four pool parties from northern ports.

From the compensation payments which result from the agreement there come to:

Hamburg-American Line	27.22%
Holland-American Line	9.20%
North German Lloyd	36.84%
Red Star Line	13.49%
Cie. Gen. Transatlantique	13.25%

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Agr. L. 866 (730). Between the N. D. L. V. Lines and Transat and the American Line a contract has been made for eastbound steerage-business according to Agreement L. (See Resolution 895.)

867 (731). As far as the rights and obligations are concerned, which follow from Agreement N with the Austro-Americana, and Agreement O with the Adria, the parties are participants in accordance with Resolution 865, in as far as it is not a matter of individual obligations, for instance, the payment of commissions, etc., [1].

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868 (732). Resolutions 819 and 822 are cancelled for Swiss passengers and Swiss agents. (Swiss are in both cases to be understood in the sense of the commentary to Article 12.)

869 (733). For the contribution of the Holland-American Line and of the Red Star Line to the expenses of the controlled stations there shall be taken

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[1] The recompense to be paid to the Adria, is according to the decision, not an individual obligation.

514 *Petitioner's Exhibit 12-a*

into account on the one hand interest on the capital invested, depreciations, repairs, and other expenses, and on the other hand, the income. The rates of interest and the depreciations are reserved for further agreement.

870 (734). The Hamburg-American Line and the North German Lloyd will continue to endeavor that the passengers of the non-German Lines may pass without hindrance the Silesian, the Saxon and the Russian frontier.

515 871 (738). The Railroad Ticket Bureau in Budapest may be granted a commission up to 5% on American Railroad tickets. (Conf. 31, III. 05.)

872 (739). If the ticket bureau in Budapest transports passengers which have already made an initial payment elsewhere, then they are not entitled to a commission. (Conf. 9. VI. 05.)

873 (740). For pool districts exceptional rates may not be made in Europe or in America without prior the consent of all parties. (Conf. 9. VI. 05.)

874 (741). To Jewish Aid Societies there may be granted as a reduction the agency commission of 15 marks. (Conf. 9. VI. 05.)

516 875 (742). The agreement with the Adria offers no direct justification to count the passengers which are sent from Hungary direct over Antwerp for the Cunard, into the transportation figure of the Cunard from Fiume. It has, however, been a supposition of the agreement that the transportation over Antwerp should cease, and therefore such transportation is, of course, to be taken into account in settling with the Adria. (Conf. 26. V. 06.)

876 (743). The demand of Austros to their 4% of the passengers which the Cunard transports in excess

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of 32,500 in a calendar year over Fiume, Trieste and Antwerp, is not recognized. As the consideration therefore, the going into effect of the Agreement P with the Cunard Line has not taken place. On the other hand, it is admitted she is entitled to any compensation which may be possibly figured by the Adria. In case an agreement should be reached with the Cunard Line concerning the Fiume service of that line, then a revision of the agreement with the Austro-America shall take place. (Conf. 17-18. I. 08.)

877 (744). In case the Austro-Americana in an average of five years each, (thus, for instance, from 1904-8, 1909-13), does not distribute 6% dividends, then Hapag, Nasm, Lloyd, Star and Transat pledge themselves to raise the amount lacking in the course of such five years in a 6% interest of the capital invested by the German Societies in the A. A. in accordance with the shares mentioned in Resolution 865 for the benefit of the two German Lines. (Conf. 12. IX. 06.) The herewith expressed guarantee is understood to be valid until the expiration of Contract I with A. A., and during the continuance of the same applies also only to the capital invested according to to Contract I. In the case of an increase of capital, new negotiations must take place. (See Resolution 910.) The guarantee of the parties is no application to the guarantee of the 4% dividend of the A. A. taken over by the two German societies.

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878 (745). Of the exempted passengers taken on board at intermediate ports by the Austro-Americana, so many are to be figured in the pool calculation as may be necessary to balance a possible minus of the Austro-Americana. The exempted passengers thus figured are without any influence on the price regulation of the Austro-Americana. (Conf. 12. IX. 06.)

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879 (746). The accounting with the Austro-Americana is closed for every year with the 31st of December, westbound as well as eastbound. (Conf. 15. I. 07.)

880 (748). For Hungarian passengers who are not booked through the Ticket Bureau, no line will pay the Hungarian head charge. (Conf. 15. I. 07.)

881 (749). In accordance with the wish of the Transat and Austro-Americana, it is stated that these two lines are not members of the N. D. L. V., although they are in relation with the same, and in general are
521 subject to the directions. (Conf. 15. I. 07.)

882 (750.) The request of the American Line and of Transats to be permitted to fix their eastbound rate to Naples 4.50 above their Turin rates, is permitted as long as they are plus parties in the pool under Agreement L, and subject to a four weeks' notice of cancellation. (Conf. 15. I. 07.)

883 (751). If a pool party charters steerage place from another pool party, the passengers thus transported are not to be figured for that line with whose vessels they travel, but for that line which has chartered the place. This resolution, however, is at all
522 times subject to a four weeks' notice of cancellation. (Conf. 26. XI. 07.)

884 (752). Hapag acknowledges that for the question at issue of its shortage of 1905 the adjuster (Decision-Judge) is competent even after a possible ending of the pool. In case the verdict of the adjuster should be adverse to Hapag, Hapag reserves the right to raise a similar demand against Nasm and Star for the year 1907, and Nasm and Star recognize for such a case in the same manner, the jurisdiction of the adjuster even after a possible dissolution of the pool.

Nasm and Star reserve for themselves the right to possibly also make claims against Hapag for 1907. (Conf. 26. XI. 1907.)

885 (753). The adjuster remains competent for all differences which may occur, which are given him for decision within a year after ending of the agreement. (Conf. 26. XI. 07.)

886 (754). All monthly settlements are looked upon as provisional. However, by the fact that these may not be disputed, the right to establish claims against the year's settlement, is not excluded. (Conf. 26. XI. 07.)

887 (758). The passengers to be transported from Spain by Transat on the line which it will establish in the near future, Bordeaux-New York are to be figured by Transat in the First Group. (Conf. 17-18. I. 08.)

888 (759). The parties will, on the frontier, demand from their passengers for food and lodging in the port not more than 8 marks per adult. (Conf. 17-18. I. 08.)

889 (761). The westbound second-class price for express New Amsterdam is figured 10 marks more than in the second-class Agreement of February 5th, 1908. (Conf. 17-18. I. 08.)

890 (765). Paragraph 8 of the Agreement with the Adria of November 14th, 1904, is extended to December 31st, 1908, in such a way that the accounting from January 1st, 1907, to December 31st, 1908, is uniformly carried out, that is to say, that the time from 1.-1.07 to 31.-12.08 represents 1. of accounting. (Conf. 26-27. III. 08.)

891 (770). The Resolutions G 1-3 are cancelled, but without prejudging any adjustments which may yet

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result from their period of validity (Conf. 26-27, III 08).

892 (772). Transat participates in the payments to be made by the British Lines or to the British Lines under the Atlantic Conference Agreement,

Westbound with	9.03%
Eastbound with	17.47%
Austro: Westbound with	3.85%
Austro: Eastbound with	3.30%

(Conf. 23. V. 08.)

527 893 (773). The question of the compensation of the Red Star Line C shall be referred to the adjuster for decision. [1] (Conf. 23, V. 08.)

894 (774). The agreement of the N. D. L. V. Lines to retain a declining attitude concerning concessions of Hungary until regulation for the transportation of Hungarians without a passport remains in force. (Conf. 23. V. 08.)

895 (775). Concerning the Agreement L with the American Line, it is established that the same has become void through the Agreement AA., but that Mr. Sanderson has declared that the same shall be allowed
528 to formally continue, that is to say, in the future also *to give up* the (To specify?) Italian and Oriental passengers transported by American Line in consideration of the application of Agreement L with Transat. (Conf. 23, V. 08.)

896 (776). Star has an agreement with an agent in Warsaw, to whom it shall be recommended to reach

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[1] Hapag does not agree to this decision, maintaining its position in the representation to the adjuster of 14. XII. 08. (Conf. 29, I. 09.)

the best understanding possible for the transportation of its passengers by the control stations. (Conf. 23. V. 08.)

897 (779). On the application of the Red Star Line, their agent, M. Feuerstein in Czernowitz and at the same time, the Bureau in Lemberg, 99 Grodecka, in which he is interested, is disqualified in order to maintain dicipline among the agents. For the present this disqualification shall be valid for six months, figured from that day which the Red Star Line will specify, as Feuerstein maintains to be protected by contract. (Conf. 26. VIII. 08.)

898 (782). Transat will figure the passengers which it (under A. C. Min. 70) transports at the reduced rates under Agreement L, with the N. D. L. V. Lines, the N. D. L. V. Lines however, need not enter such passengers transported by them in the calculation under the Agreement L. (Conf. 26. VIII. 08.)

899 (783). The lodging cost for Russian Cassa passengers amounts to 10 marks for the duration of the quarantine. (10 IX. 08. by wire.)

900 (786). In future the proceedings of the N. D. L. V. will be carried on as follows, in accordance with the report of the committee entrusted with the examination of this question:

a. References about the cessions, as they have become customary in the last few years, shall no longer be made. Memoranda which have been made by persons present for their personal uses, have no value as testimony, and may, in no instance, be used by the decision-judge adjuster).

b. A protocol is taken of each cession under the direction of the chairman, in the manner that every resolution, as soon as the subject concerned has been

532 disposed of, is at once edited and read. The protocol shall only contain those resolutions which are of longer duration, and which have a bearing on the accounting of the parties, and on the execution of the agreement. To the decision of the chairman there may be added an explanation of the resolutions, which is then to be inserted as a foot note in small print.

c. The resolutions are numbered currently. Every year a revision of the same takes place, whereby those that have become invalid are excluded and those that remain are newly printed under a continuous number.

533 d. Resolutions taken in writing are printed and issued at the end of each quarter, if a conference does not take place sooner, in which case they are placed ahead of the resolutions taken at such conference, with the addition of the number of the circular in which the resolution is connected. (Conf. 20-21. X. 08.)

901 (787). Cie. Gle. Transatlantique and Austro-Americana are concerned in the payments to and from the Russian East Asiatic Line in the same proportion as in the payments to and from the British Lines. (Resolution 892.) (Conf. 20-21. X. 08.)

902 (790). The cancellation of Agreement L. with
534 the Transatlantique is withdrawn. In case new proceedings with the Italian Lines should oblige the N. D. L. V. Lines to repeat the cancellation, the Transatlantique will accept the same at any time and for four weeks. The accounting will then be closed with the last day of the month in which the four weeks terminate. (Conf. 20-21. X. 08.)

903 (791). The American head charge shall be either separately collected or included in the steerage passage by a corresponding increase. (Conf. 29. I. 09.)

Petitioner's Exhibit 12-a

535

904 (792). a. The Agreement which General Director Ballin has made with the Canadian Pacific Railway, concerning the installation of a new line from Hamburg, Bremerhafen and Rotterdam, Appendix I according to enclosed memorandum, is accepted and it is agreed that this new line shall be run for common account of the N. D. L. V. Lines, Cie. Gle. Transatlantique, and the Austro-Americana. The common accounting is based on the average of the westbound and eastbound percentages of the parties named and the westbound percentages according to R. 3588 and the eastbound percentages according to R 3595, whereby the Austro-Americana eastbound is entered with 4%. (R. 3748.) *

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b. The Red Star Line makes its acceptance depending upon the issue that in case the Canadian Pacific Railway should later carry on itself, its Antwerp passenger business, that the new line will then touch at Antwerp, and that the Red Star Line in Antwerp will act for the same as managing line.

c. The further conditions in which manner the service is to be carried on for common account, will be determined by a committee in which each line is represented, Appendix 2. (Conf. 2. XII. 08.)

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*Hence the participation of the individual lines is as follows:

	Westbound	Eastbound	Average
Hapag	27.34%	21.37%	24.355%
Nasm	9.24%	10.55%	9.895%
Lloyd	36.99%	32.51%	34.750%
Star	13.55%	14.80%	14.175%
Transat	9.03%	17.47%	13.250%
Austro	3.85%	3.30%	3.575%
	100.00	100.00	100.00

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905 (793). The parties take notice of the agreement which General Director Dr. Wiegand has made in Berlin, on November 26, 1908, with the Royal Hungarian Government. The parties, with exception of the North German Lloyd, are not in favor of this agreement, and express the hope that a means may be found to re-establish the state of affairs previously existing. In case there should be no possibility for this the Hamburg-American Line, the Red Star Line, and the Cie. Gle. Transatlantique declare even today that they will refrain from the concession during the continuance of this agreement. The Holland-American Line retains the privilege to do likewise.[1] (Conf. 2. XII. 08.)

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Appendix 906 (794). The agreement between the Adria and the N. D. L. V. Lines, dated Bremen, November 7th, 1908, (R. 3687), is hereby accepted. (Conf. 2. XII. 08.)

907 (795). The decision of Mr. Wilding of October 27th, 1908, *in re* Austro-Americana against the other parties, takes effect November 1st, 1908, and ends with the ending of Agreement A. A. (February 28th, 1911.) (Conf. 2. XII. 08.)

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908 (796). The definition concerning the origin and destination of the passengers to be accounted for as eastbound by the Austro-Americana according to the decision of Mr. Henry Wilding of October 27th, 1908, is given by the Agreement of A. A. (Conf. 2. XII. 08.)

909 (797). In paragraph 1 of the Agreement N, the words "On their Line Trieste—New York" are cancelled, the alteration takes effect with January 1st, 1908. (Conf. 2. XII. 08.)

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[1] Against this resolution the Lloyd has protested.

Petitioner's Exhibit 12-a

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910 (798). Since the German Lines have in June 1907, participated further with 624,800 Kronen with the Austro-Americana in order to maintain their stock majority, Resolution 877 is changed to the effect, that the guarantee mentioned therein has application also to this capital participation. (Conf. 2. XII. 08.)

911 (799). The N. D. L. V. Lines are forbidden to entertain relations directly or indirectly with the traveling bureaus in Austria; excepted are the following traveling bureaus for the lines named:

Star, N. Mandel, Brunn.
Star, M. Feuerstein (Globus) Czernowitz. 542
Star, S. Biesiadecka, Oswiecim.
Hapag, Rebenwurzel, Oderberg.
Hapag, Russel, Wien.
Hapag, Kieszewska, Sanck.
Hapag, Aschkenas & (Nasm)? Karwosky, Husiatyn.
Nasm & Kapeller, Czernowitz, Brody, Husiatyn.
Austro (Columbus).
Nasm, Kristan, Laibach.
Transat G. Chiste, Trient.
Star, P. Christfidis, Triest.
Transat Gottardi, Innsbruck.
Transat Szmarda, Laibach. 543
Hapag, Kronhelm, Trzebinia.
Nasm, Schick & Rosenbaum, Prag.
Austro, Ranaz, Ragusa.

In case a line dissolves its relation, for any cause, with a traveling bureau, assigned to it as above, or in case such relation ceases in any other manner, the other lines will not enter into new relations with such traveling bureau. This resolution is subject to a three months' cancellation. (Conf. 2. XII. 08.)

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912 (800). On a separate collection of the head tax the equivalent of $4=20 Kronen=17 marks=8 Rubel =20 francs=10 Gulden Dutch. This resolution is subject to a three months' notice of cancellation. (Conf. 2. XII. 08.)

Petitioner's Exhibit 12-b.

II.

545

BESCHLUSSE.

Nordatlantischer Dampfer-Linien-Verband.

BESCHLUSSE,

801-912.

Revidiert auf der Conferenz in Paris
am 29. Januar 1909.

Jena, 12. Februar 1909.

Nordatlantischer Dampfer-Linien-Verband.

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801 (665). Der Vertrag vom 19. Januar 1892 wird vom 1. Januar 1909 bis 31. Dezember 1909 verlangert, mit Ausnahme der Artikel 3-8 einschliesslich und der auf Tonnage bezuglichen Stellen in Artikel 1, 11 und 16, welche aufgehoben werden.

802 (666). Die Beschlusse 1—800 sind aufgehoben.

803a) (667). Die stellung einer Caution fallt fort. Der an ihrer Stelle von den Parteien beim Secretar hinterlegte Revers bleibt in Kraft. Der Revers bildet einen Bestandteil des Revers. Vertrages.

Petitioner's Exhibit 12-b

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b) Die Aufhebung der Caution hindert aber nicht die Bestimmung, dass die Parteien nicht uber den Cautionsbetrag hinaus, der fur jebe im Vertrag angegeben ist, verantwortlich sind, jedoch soll die Haftung fur fallige Compensationsgelder nicht durch die Hohe des Cautionsbetrages beschrankt sein.

c) Die aus den Abrechnungen sich ergebenden Ausgleichszahlungen sind monatlich nach Anweisung des Secretars zu leisten. Die Zahlungen der Pluspartеien werden an die Minus parteien pro rata ihres Fehlbetrages verteilt.

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804 (668) In Art. 1 und 11 treten an Stelle von "articles 3 to 8" die Worte "Beschluss 805."

805 (669). Die westbound Anteile der Parteien sind wahrend der Dauer des Agreement G. folgende[1]:

Hamburg-Amerika Linie	31.38%
Holland-Amerika Linie	10.61%
Norddeutscher Lloyd	42.46%
Red Star Line	15.55%

806 (670). Der Compensationspreis westbound betrage fur das Jahr 1909 M. 110.

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807 (671). Keine Partei kann gezwungen werden, ihren Zwischendeckspreis (excl. amerik. Kopfgeld) hoher als M. 160 fur Schnelldampfer und M. 140 fur andere Dampfer zu setzen. Tut sie es freiwillig, so kann sie jeder Zeit und unter allen Umstanden auf diese Raten zuruckgehen.

808 (672). Keine Partei kann gezwungen werden zum Zwecke des Ausgleichs die Annahme oder Beforderung von Passagieren auch nur vorubergehend einzustellen.

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(1) s. R. 1769 und Beschluss 541.

550 *Petitioner's Exhibit 12-b*

809 (673). Die Fahrpreise verstehen sich westbound und eastbound immer von Hafen zu Hafen. (S. Beschluss 842).

810 (674) Die diesseitigen Fahrpreise (excl. amerik. Kopfgeld und die amerikanischen Prepaidpreise mussen stets in folgendem Verhaltniss sein:

M.	100	= $	24½
"	110	= "	27
"	120	= "	29½
"	130	= "	31½
"	140	= "	34
551 "	150	= "	36½
"	160	= "	38½
"	170	= "	41
"	180	= "	43½
"	190	= "	45½
"	200	= "	48

Neben den vorstehenden Prepaidpresen wird das gesetzliche Kopfgeld von den Prepaidkaufern separat erhoben.

In der Zeit vom 15. November bis 31, Dezember ist es indessen jeder Linie gestattet, ihre Prepaid-Raten unabhangig von den cash Raten, hoher oder niedriger, festzusetzen.

552 811 (675). Der Passagepreis der Hamburg-Amerika-Linie, Canada Linie, ab Antwerpen darf nicht niedriger sein, als der niedrigste Passagepreis der Red Star Line.

812 (676). Eine etwaige Erhorung oder Ermassigung der Precise einer Parteiz wecks Herstellung des Ausgleichs braucht nicht samtliche Linien der Partei zu umfassen, sondern kann sich auf einzelne derselben beschranken. Immer aber muss sie geeignet sein, den in Art. 17 angegebenen Zweck zu erfullen.

Petitioner's Exhibit 12-b

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813 (677). Den in Absatz 7 des Commentars zu Art. 12 ausgenommenen Landern wird Spanien, Portugal, Sudamerika und Australien beigefugt (Bosnien, die Herzegowina und Ostrumelien werden nicht als zur Turkei gehorig angesehen.)

814 (678). Der Schlusssatz in Absatz 7 des Commentars zu Art. 12 wird abgeandert, wie folgt: "This applies also to the Nordd, Lloyd and Hamburg-Amercian Line Mediterranean services."

815 (679). Personen, welche der Verwaltung, dem Beamtenkorper, oder der Schiffsmannschaft irgend einer Partei angehoren, sowie deren Frauen und Kinder, werden wenn sie freie order ermassigte Fahrt geniessen im Pool nicht verrechnet. (S. Beschl. 841.)

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816 (680). Die Commission fur Zwischendeck soll in den Poollandern M. 15, in den bicherigen exempted Landern M. 30 nicht ubersteigen.

817 (681). Im Commentar zu Art. 23 werden die Worte "agents receiving more than 2 Dollars" in "such head agents" abgeandert, und nach "Continental Conference in New York" wird hinzugefugt" and with the secretary of the N. D. L. V."

818a) (682). Europaische Inlandbeforderung in Verbindung mit prepaid tickets oder in Verbindung mit eastbound tickets darf con jeder Partie nur auf Grund des von ihr herausgegebenen officiellen Inlandtarifs der nicht mehr als 300 Stationen fur jeden Hafen oder Anlaufhafen, sofern die Hafen in verschiedenen Staaten liegen, enthalten soll, vorgenommen werden. Die Eisenbahnfahrpreise in den von den Gesellschaften veroffentlichten Tarifen sollen bona fide die wirklichen tarifmassigen Eisenbahnfahrpreise sein.

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Die Umrechnung europaischer Eisenbahn-Preise erfolgt zum Course von $1 = M. 4.20 = fr. 5.25 = 5 Kr. = 2½ Gulden Holl.

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b) Auf europaische Inlandbeforderung wird keine Commission bezahlt.

819 (683). Die europaischen Agenten der Parteien durfen amerikanische Inlandbeforderung nur durch Vermittlung derjenigen Partei verkaufen, mit deren Schiffen die betreffenden Passagiere befordert werden. Auf andere Gesellschaften oder Personen ausgestellte Anweisungen fud amerikanische Inlandbeforderung werden von den Parteien eingezogen und durch ihre eigenen ersetzt. Fur den Betrag bleibt der Agent der Partei haftbar. Ausserdem trifft ihn eine Geldstrafe
557 von mindestens M. 400 (s. Beschluss 868).

820 (684). Die an Agenten (Expeditenten an den Einschiffungshafen gelten nicht als Agenten im Sinne dieses Beschlusses) zu vergutende Commission auf den Verkauf amerikanischer Eisenbahnbillets fur Immigrantenzug darf nicht mehr als 5% des Fahrpreises betragen.

821 (685). Beschluss 820 findet nicht Anwendung auf Griechenland, Turkei, Italien, Frankreich, Schweiz, Tirol, Gorz, Istrien, Dalmatien, Serbien, Bulgarien, Rumanien, Triest, Susak, Fiume, Luxemburg, Elsass-Lothringen. An Agenten in diesen Distriken darf eine hohere Commission auf amerikanische
558 Emigrantenbillets gezahlt werden, sofern die Auswanderer in den genannten Landern ansassig sind und zwar im Sinne von Art. 12 des Vertrages. Dieser Beschluss unterliegt 14 tagiger Kundigung.

822 (686). Die Durchbuchung von Kajutenpassagieren mit amerikanischem immigrant train ist untersagt. (s. Beschluss 868.)

823a) (687). Jede Partei hat das Recht, Zuwiderhandlungen ihrer Agenten gegen den Vertrag durch das Prasidium bestrafen zu lassen.

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b) Das Prasidium ist an keinen bestimmten Betrag gebunden, jedoch darf die Strafsumme nicht hoher sein als gegen die Parteien selbst. Beschluss 819 wird hierdurch nicht geandert.

c) Eine Absetzung kann das Prasidium nicht verhangen, es sei denn, die Partei beantrage eine solche.

d) Die Zahlunksverweigerung der Strafe hat aber die Absetzung des Agenten von selbst zur Folge und zwar fur alle Parteien im Sinne des Commentars zu Art. 24.

e) Die Wiedereinsetzung eines abgesetzten Agenten 560
enfordert einen Beschluss des Prasidiums. (Art. 35, Absatz 4.)

824 (688). Die Parteien verpflichten sich, Gesellschaften oder Privatpersonen in der cisleithenaischen Monarchie, welche die Tendenz verfolgen, das Auswanderungs-Geschaft zu monopolisiren, oder einen massgebenden Einfluss auf dasselbe zu gewinnen, keinerlei fiinanzielle Unterstutzung durch Provision, Beitrage, oder in irgend einer anderen Form zukommen zu lassen und sich jedes Vergehrs mit denselben zu enthalten. Der Norddeutsche Lloyd und die Hamburg-Amerika-Linie ubernehmen diese Verpflichtung auch fur ihre Expeditenten in Hamburg und Bremen. 561

825 (689). Die Parteien sind fur ihre Agenten und Organe verantwortlich, jedoch nicht fur Strafen, welche denselben auferlegt werden.

826 (690). In Abanderung der Absatzes 1 des Art. 21; Der niedrigste Cajutenpreis einer Partei muss westbound mindestens M. 50 und eastbound mindestens $ 10 hoher sein, als der hochste normale Pool-Zwischendeckpreis des betreffenden Dampfers. Ist letzterer hoher, als die in Beschluss, 807 angegebenen Maximalraten, so braucht zur Feststellung des

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Preises der II. Cajute vorstehender Unterschied von M. 50 nur den Maximalraten von M. 140 bezw. M. 160 hinzugerechnet zu werden. Bei east- wie westbound round trip tickets kann dieser Unterschied von M. 50 und $ 10 gegen den Zwischendeckspreis um 10% des Cajutenpreises geringer sein.

827 (691). Die Bestimmungen des Beschlusses 826 finden keine Anwendung, falls die Parteien unter sich, oder gemeinsam mit anderen Parteien etwas anderes vereinbart haben.

563 828a) (692). Beschluss 827 ist so zu verstehen, dass, wenn die Parteien in einem Cajutenpreis-Argreement einen so billigen Preis feststellen, dass die Differenz zwischen diesem und dem Zwischendeckspreis nicht den in Beschluss 826 festgesetzten Betrag erreicht, die zu solchem Preise gebuchten Passagiere doch nicht Verechnet werden.

b) Wahrend der Dauer eines Cajuten-Agreements sind alle Passagiere, die einen niedrigeren, als den fur den betreffenden Dampfer festgestzten II. Cajutenpreis bezahlen, als Zwischendeckspassagiere zu verrechnen, ausgenommen Passagiere, welche unter Beschluss 815 und 841 fallen.

564 829 (693). Im Commentar zu Art. 21, Abs. 3 wird der Umrechnungskurs fur Mark in Dollars von 4.20 auf 4.00 umgeandert.

830 (694). Passagiere, welche vom Zwischendeck durch Nachzahlung in die Cajute ubertreten, gleichviel ob vor oder nach Antritt der Reise, gelten als Cajuten-Passagiere, sofern die Bestimmungen der Beschlusse 826 bezw. 827 und 828 eingehalten sind.

831 (695). Der Absatz 2 des Commentars zu Art. 21 findet keine Anwendung auf Passagiere, die in Intermediate oder irgend einer anders als Zwischen-

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deck, resp. III. Klasse oder Cajute bezeichneten Klasse reisen.

832a) (696) Von der gesamten westbound Beforderung der Contenentalen Linien und der Britschen Linien, soweit dieselbe unter das Agreement vom 7. Juni 1898 fallt, erhalten die Britischen Linien 6% und die Red Star Line C 0.94%, so lange jenes Agreement besteht.

b) Als von der Red Star Line C befordert werden nur so viele Passagiere angerommen, als die Red Star Line uber ihren Anteil beforedert hat, mit der Beschrangung, dass fur die Red Star Line C nie mehr Passagiere als befordert gelten, als ihr Anteil ist.

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c) Der Anteil der einzelnen Parteien an der aus der Abrechnung mit den Britischen Linien und der Red Star Line C sich ergebenden Compensation wird bestimmt durch den procentualen Anteil an der Gesamtbeforderung der vier Parteien, der sich fur jede einzelne Partei ergiebt, wenn dem Anteil der betreffenden Partei an westbound Passagieren ihre Beforderung von exempted Passagieren hinzugefugt wird. Die Compensation fur Red Star Line C ist M. 60. Bei der Preisfestsetzung der Red Star Line darf auf Red Star Line C keine Rucksicht genommen werden.

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d) Sollte der N.D.L.V. aufhoren, bevor das Agreement mit den Britischen Linien vom 7. Juni 1898 abgelaufen ist, so gehen die in diesem Beschlusse unter c enthaltenen Rechte und Verpflichtungen gegenuber den Britischen Linien und der Red Star Line C auf die am N.D.L.V. beteiligten Linien im Verhaltnisse ihrer Anteile laut Beschluss 805 uber.

e) Fur das Verhautniss zwischen den Parteien und der Red Star Line C sind im Zweifelsfall die schieds-

richterlichen Entscheidungen vobm 30. Juli 1896 und 30. Septbr. 1903 massgebend.

833 (697). Die Parteien ubermitteln dem Secretar wochentlich (vide Art. 42) ihre Aufgaben uber ihr westbound Prepaid-Geschaft und zwar fur ihre verschiedenen Linien getrennt.

834 (698). Der Art. 24 des Vertrags findet seinem ganzen Inhalt nach auch Anwendung auf die in Amerika erlassenen Circulare und Veroffentlichungen.

835a) (699). Im Commentar zu Art. 31 werden die
569 Worte „Havre und Boulogne" gestrichen.

b) Die Dampfer der Hamburg-Amerika Linie, welche im Sommer nach Montreal und Quebec und im Winter nach Halifax und Boston fahren, durfen Antwerpen anlaufen.

c) Zwischen dem Norddeutschen Lloyd und der Humburg-Amerikanischen Packetfahrt-Actiengesellschaft ist vereinbart worden, dass, wenn den Gesellschaften im Falle von Epidemien oder in Folge von Massnahmen ihrer eigenen, oder der amerikanischen Staatsbehorden, die Expedition ihrer Passagierdampfer aus ihren resp. Ausgangshafen erschwert, oder unmoglich gemacht worden ist, die Gesellschaften sich
570 gegenseitig das Recht der Expedition von den ihnen im Commentar zum Art. 31 zugesprochenen Hafen oder des Anlaufens derselben einraumen.

d) Art. 31 des Vertrages wird dahin geandert, dass, falls ein Ausgangshafen, in Folge Ausbruchs von Cholera oder anderen Epidemien, nicht mehr als Ausgangshafen benutzt werden kann, oder wenn durch Verfugung der betreffenden Regierung die Einschiffung von Zwischendeckern aus Deutschland oder Russland oder den Landern der osterreichisch-ungarischen Monarchie nicht gestattet wird, die betreffende Partei

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berechtigt ist, in solchem Falle einen anderen Vertragshafen anzulaufen. Die Partei dieses letzteren Hafens ist in dem Falle berechtigt, unter Einhaltung einer 14-tagigen Kundigungsfrist aus dem Vertrage auszuscheiden.

836 (700). Wenn von einem der Hafen Hamburg, Bremen, Antwerpen, Rotterdam oder Amsterdam eine direkte Concurrenz entstehen sollte, so hat die Partei, von deren Hafen sie ausgeht, das Recht, sich nach mindestens 3 Monate vorausgegangener Anzeige von dem Vertrage zuruckzuziehen, wenn die Parteien sich nicht uber eine Bekampfung solcher Concurrenz fur 572
gemeinschaftliche Rechnung einigen.

837 (701). Die Parteien erneuern ihr Abkommen betreffend das eastbound Zwischendeck-Geschaft.

838a (702). Die eastbound Anteile sind folgende:

Hamburg-Amerika-Linie	26,97%
Holland-Amerika-Linie	13,32 „
Norddeutscher Lloyd	41,03 „
Red Star Line	18,68 „

b) Der Compensationspreis eastbound betragt fur das Jahr 1909 M. 100.

839 (703). Die mit directen Dampfern der Parteien 573
nach Mittelmeerhafen beforderten Passagiere sind von dem Uebereinkommen ausgeschlossen.

840 (704). Im Uebrigen finden die Bestimmungen der westbound Uebereinkunft vom 19. Januar 1892 und aller in Kraft befindlichen Beschlusse sinngemasse Anwendung fur die Eastbound Uebereinkunft.

841a) (705). Bondable Passagiere, d. h. Passagiere, die von der Vereinigten Staaten Regierung zuruckgeschickt werden, sollen nur eastbound abgesetzt werden. Eastbound Passagiere, die in Europa von

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Behorden zuruckgewiesen werden, konnen beim Rucktransport westbound abgesetzt werden.

b) In gleicher Weise werden Passagiere behandelt, welche westbound oder eastbound auf Verlangen einer Regierung frei oder gegen Ersatz der Verpflegungskosten befordert werden.

c) Viehwarter (im Sinne des amerikanischen reglements uber Begleitung von Live Stock) sind ebenfalls von der Verrechnung in beiden Richtungen ausgeschlossen.

575 842 (706). Solange die British Lines ihre eastbound Passege-Preise von den common points, New York, Boston, Baltimore, Philadelphia, festsetzen, ist es den Parteien gestattet, die gleichen Begunstigungen eastbound zu gewahren. (S. Beschluss 809.)

843 (707). Das Verhaltniss zwischen eastbound cash rates und diesseitigen prepaid rates wird auf Basis von $ 1 = M. 4.20 festgesetzt.

844a) (708). Auf steerage roundtrip tickets east- und westbound wird keine Ermassigung gewahrt. Der Preis eines roundtrip ticket ergibt sich aus der Addition des east- und westbound Preises.

576 b) Auf Fahrkarten, welche eastbound fur die Cajute and westbound fur Zwischendeck oder umgekehrt lauten, darf keinerlei Ermassigung gewahrt werden; auch sollen derartige Round-trip-Combinationen nicht veroffentlicht werden.

845 (709). Die Unkosten des Secretariats werden nach dem aus der procentualen Beteiligung der verschiedenen Parteien am westbound steerage- und eastbound steerage pool sich ergebenden Mittel verteilt.

846 (710). Die Parteien verpflichten sich, ohne allseitiges Einverstandnis keinerlei Mitteilungen uber

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Verhandlungen oder Beschlusse der Parteien an die Presse oder unbeteiligte dritte Personen gelangen zu lassen.

847 (711). Die Beschlusse der Continental Conference in Newyork sind fur die Parteien nicht bindend, falls sie im Widerspruch mit dem Vertrage stehen.

848 (712). Alle gefassten und noch zu fassenden Beschlusse gelten als ein Bestandteil des Vertrages, auch wenn sie nicht von Mitgliedern des Prasidiums, sondern von anderen Unterschriftberechtigten der Parteien gezeichnet sind.

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849 (713). Alle Beschlusse, welsch in Meetings gemass Art. 39 und Beschluss 851 durch Unterschriftberechtigte der Parteien oder durch Personen, welche dem Secretar telegraphisch oder schriftlich als bevollmachtigt angesagt wurden, unterschrieben sind, erhalten durch diese Unterschrift Rechtskraft und gelten als Beschlusse im Sinne des Beschlusses 848. Beschlusse uber Gegenstande, welche nicht, oder nicht gemass Art. 39 auf der Tagesordnung stehen, mussen mit Stimmeneinheit angenommen werden und erhalten erst Gultigkeit, wenn bis zum dritten Tag (einschliesslich) nach Mitteilung des Protokolles beim Secretar in Jena kein Einspruch eingelaufen ist. Derart zur 579
Rachtskraft gelangte Beschluss gelten ebenfalls als im Sinne Beschlusses 848 gefasst. Beschlusse uber Preise sind unter allen Umstanden gultig. Beschlusse uber Cajutengeschaft gelten als unter dem Vertrag stehend nur dann, wenn dies ausdrucklich gesagt sind.

850 (714). Die Reihenfolge fur das Prasidium beginnt am 1. Januar mit der Packetfahrt und fur das Secretariat mit der Holland Amerika Linie.

851 (715). Die ordentlichen Conferenzen finden einen Tag vor den regularen Conferenzen der A. C.

580 und an denselben Orten wie diese statt. (Conf. 29. I. 09.)

852 (716). Fur skandinavische oder finnische Zwischendecker welche der Norddeutsche Lloyd oder die Hamburg-Amerika-Linie unter Berucksichtigung von Artikel 2 des Agreements mit den Britischen Linien vom 7. Juni 1898 resp. Agreement Z Art. 13 eastbound befordern, wird der Unterschied zwischen dem continentalen und dem skandinavischen eastbound Fahrpreise des betreffenden Dampfers, sowie der Betrag der Transportkosten von Bremen/Hamburg
581 nach Skandinavien oder Finland, incl. der etwaigen Aufenthalts kosten, von den Parteien gemeinsam, d. h. im Verhaltniss ihrer Eastbound-Anteile getragen Jeder Partei steht das Recht zu, nach vorausgegangener vierzehntagiger Kundigung von diesem Abkommen zuruckzutreten.

853 (717). Cajuten Agreements unterliegen der Controlle des Secretars nicht weiter, als durch Beschluss 826, 827 und 828 bedingt ist.

854 (718). Freie Fahrt zwischen New York, Boston und Philadelphia darf an Cajutenpassagiere nicht gegeben werden.

582 855 (719). Die Durchbuchung von 1. und 2. Classe Passagieren nach europaischen Inlandpunkten, ausser Paris und London, ist untersagt. Dieser Beschluss unterliegt einer dreimonatlichen Kundigung.

856 (720). Die Abfertigungsgebuhr an Agenten fur Umtausch und Behandlung von amerikanischen Prepaids und return tickets wird auf M. 3 fur 1. Cl. und M. 2 fur 2. Cl. festgesetzt. Dieselbe versteht sich pro Billet, ohne Rucksicht auf die Personenzahl auf demselben. Einn weitere Vergutung for Porto und Telegramme findet seitens der Gesellschaften nicht statt.

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857 (721). Wahrend der Dauer eines Cajuten-Agreements sind die auf das Cajutengeschaft bezuglichen Drucksachen dem Secretar in gleicher Weise, wie in Art. 24 fur Zwischendeck vorgesehen, einzusenden.

858 (722). Wird wegen Abweichung von vereinbarten Cajutsraten der Schiedsrichter in Anspruch genommen, so soll fur denselben als Richtschnur gelten, dass bei unbeabsichtigten Versehen die Auszahlung der vollen nach der Vereinbarung zu berechnenden Passage an die anderen Parteien zu gleichen Teilen als genugende Gutmachung angesehen wird. Zutreffend- 584
enfalls sind ausserdem Cajutenpassagiere, die unter den vereinbarten Raten angenommen sind, auch im Pool zu verrechnen. Im Uebrigen werden Verletzungen der festgesetzten Preise nicht dadurch gut gemacht, dass die betreffenden Passagiere im Zwischendeckspool verrechnet werden, sei es durch das Functionieren von Beschl. 826 oder durch freiwilliges Anerbieten der betreffenden Partei.

859 (723). In Abanderung des Art. 36 wird zum Schiedsrichter bis zum 31. December 1909, der Oberlandesgerichts-Prasident Dr. Hansen in Hamburg ernannt. Im Falle der Verhinderung von Dr. Hansen soll der Prasident des Hanseatischen Oberlandes- 585
gerichts ersucht werden, dieses Amt zu ubernehmen oder einen anderen Schiedscichter zu ernennen.

Agr. G. 860 (724). Die ursprunglich fur Agreement G ermittelten Anteile sind lt. R. 1793 wie folgt abgeandert

10,289% fur die I. Gruppe (Italiener und Orientalen),
3,842% „ „ II. „ (andere Passagiere),

(ihr Gesamtanteil ist also 14,131%).

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861 (725). Die Bestimmungen des Art. 12 des Vertrages und des Commentars zu Art. 12, durch welche Passagiere aus gewissen Landern als nicht unter den Vertrag fallend (exempted) gelten, werden fur die Dauer des Agreements G aufgehoben.

862 (726). Die mit direkten Dampfern der Vertragslinien ab Mittelmeer-Hafen beforderten Italiener und Orientalen (Griechen, Turken, Asiaten und Afrikaner) gelten nach wie vor als nicht unter den Vertrag fallend und bleiben von der Verrechnung im Pool ausgeschlossen.

587 863 (727). Mit dem Tage, da das Agreement G mit der Cie. Gen. Transatlantique erlischt, treten alle in dem ursprunglichen Vertrage, sowie in den aufgehobenen Beschlussen 397—477 enthaltenen Bestimmungen uber exempted Passagiere, sowie die im aufgehobenen Beschluss 482 bestimmten Anteile[1] an Contract-Passagieren ohne weiteres wieder in Kraft.

864 (728). Die Verrechnung der aus dem Vertrage mit der Cie. Gen. Transatlantique sich ergebenden Compensationen findet auf Grund der in Beschluss 805 angegebenen Anteile statt.

865 (729). Mit der Canadian Pacific Railway ist
588 ein Vertrag laut Agreement J geschlossen, laut welchem derselben 5,429% von der westbound Zwischendecks-Beforderung der 4 Poolparteien von nordlichen Hafen zustehen. Von den aus dem Agreement sich ergebenden Compensationszahlungen entfallen auf

Hamburg-Amerika Linie	27,22%
Holland-Amerika Linie	9,20 „

[1] Dieselben sind durch einen Vertrag zwischen der Hamburg Amerika Linie und dem Norddeutschen Lloyd abgeandert.

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Norddeutscher Lloyd	36,84 „
Red Star Line	13,49 „
Cit. Gen. Transatlantique	13,25 "

866 (730). Zwischen den N.D.L.V. Linien und Transat und der American Line ist fur eastbound steerage Geschaft ein Vertrag lt. Agreement L geschlossen. (S. Beschl. 895.)

867 (731). An den Rechten und Pflichten, die sich aus Agreement N mit der Austro Americana und Agreement O mit der Adria ergeben, sind die Parteien mit den in Beschluss 865 angegebenen Satzen beteiligt, soweit es sich nicht um individuelle Verpflichtungen, als Zahlung von Commission etc. handelt[1]. 590

868 (732). Die Beschlusse 819 and 822 werden fur Schweizer Passagiere und Schweizer Agenten aufgehohen (Schweizer in beiden Fallen im Sinne des Commentars zu Art. 12 verstanden).

869 (733). Fur den Zuschuss der Holland-Amerika Linie und der Red Star Line zu den Kosten der Controllstationen sollen Zinsen auf das Anlage-Capital, Abschreibungen, Reparaturen und sonstige Unkosten einerseits, die Einnahme andererseits in Betracht gezogen werden. Die Hohe der Zinsen und Abschreibungen wird weiterer Vereinbarung vorbehalten. 591

870 (734). Die Hamburg-Amerika Linie und der Nordd. Lloyd werden bemuht bleiben, dass die Passagiere der nichtdeutschen Linien unbehindert die schlessische, sachsische und russische Grenze passieren konnen.

871 (738). Dem Fahrkarten-Bureau in Budapest kann auf amerikanische Eisenbahnbillets eine Commission bis zu 5% bewilligt werden. (Conf. 31. III. 05.)

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[1] Die an di Adria zu zahlende Vergutung ist lt. Schiedsspruch keine individuelle Verpflichtung.

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872 (739). Wenn das Fahrkartenbureau in Budapest Passagiere expediert, die bereits anderweitig eine Anzahlung geleistet haben, so steht demselben keine Commission zu. (Conf. 9. VI. 05.)

873 (740). Fur Pooldistricte durfen weder in Europa noch in Amerika Ausnahmeraten gemacht werden ohne vorherige Zustimmung aller Parteien. (Conf. 9. VI. 05.)

874 (741). Den judischen Hilfsvereinen kann als Ermassigung die Agentencommission von M. 15.— bewilligt werden. (Conf. 9. VI. 05.)

593 875 (742). Der Vertrag mit der Adria bietet keine directe Handhabe, die Passagiere, die aus Ungarn direct uber Antwerpen fur die Cunard geschickt werden, in die Beforderungsziffer der Cunard von Fiume einzubenziehen. Es ist aber Voraussetzung des Vertrages gewesen, dass die Beforderung uber Antwerpen aufhore und deswegen ist diese Beforderung als selbstverstandlich in die Abrechnung mit der Adria aufzunehmen. (Conf. 26. V. 06.)

876 (743). Der Anspruch Austros auf ihre 4% von den Passagieren, die die Cunard mehr als 32500 in einem Kalenderjahr uber Fiume, Triest und Antwerpen befordert, wird nicht anerkannt, da die
594 Voraussetzung hierfur, das Zustandekommen des Agreement P mit der Cunard Line, nicht eingetroffen ist. Dagegen wird anerkannt, dass sie Anteil an der etwa von der Adria verrechneten Compensation hat. Wenn ein Vertrag mit der Cunard Line bezugl. deren Fiume Dienstes zu Stande kommt, soll eine Revision des Vertrages mit der Austro-Americana stattfinden. (Conf. 17./18. I. 08.)

877 (744). Falls die Austro Americana im Durchschnitt von je 5 Jahren (also von 1904/8, 1909/13) nicht 6% Dividende verteilt, verpflichten sich Hapag.

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Nasm, Lloyd, Star und Transat den im Laufe solcher 5 Jahre an einer 6% Verzinsung des von den deutschen Gesellschaften bei der A.A. investirten Capitals fehlenden Betrag gemass den in Beschlus 865 genannten Anteilen zu Gunsten der beiden deutschen Linien aufzubringen. (Conf. 12. IX. 06.) Die hiermit ausgesprochene Garantie versteht sich nur bis zum Ablauf des Vertrages I mit der A.A., und innerhalb der Dauer desselben auch nur auf die Capitalbeteiligung gemass dem Vertrag I. Im Falle einer Capitalerhohung haben neue Verhandlungen stattzufinden. (S. Beschluss 910.)—Auf die von den beiden deutschen Gesellschaften ubernommene Garantie einer 4% Dividende der A. A. findet die Garantie der Parteien keine Anwendung.

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878 (745). Von den durch die Austro Americana beforderten in Zwischenhafen eingenommenen exempted Passagieren sind so viele in die Poolrechnung einzustellen, als zur Begleichung eines etwaigen Minus der Austro Americana erforderlich sind. Auf die Preisregulirung der Austro Americana bleiben die dergestalt verrechneten exempted Passagiere ahne Einfluss. (Conf. 12. IX. 06.)

879 (746). Die Abrechnung mit der Austro Americana wird fur jedes Jahr, westbound wie eastbound, mit dem 31. Dezember abgeschlossen. (Conf. 15. I. 07.)

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880 (748). Auf nicht durch das Fahrkarten-Bureau gebuchte ungar. Passagiere wird das ungarische Kopfgeld von keiner Linie bezahlt werden. (Conf. 15. I. 07.)

881 (749). Auf Wunsch von Transat und Austro-Americana wird constatirt, dass diese beiden Linien dem N.D.L.V. nicht als Mitglieder angehoren, obgleich sie mit demselben in Verhaltnis stehen und im allge-

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meinen den Bestimmungen desselben unterstehen. (Conf. 15. I. 07.)

882 (750). Dem Ersuchen der American Line und Transats, die Eastbound Rate nach Neapel auf $ 4.50 uber ihrer Turin Rate festsetzen zu konnen, wird stattgegeben, so lange sie in dem Pool unter Agreement L Plusparteien sind und vorbehaltlich vierwochentlicher Kundigung. (Conf. 15. I. 07.)

833 (751). Wenn eine Poolpartei von einer andern Poolpartei Zwischendecksplatze chartert, so sind die derart beforderten Passagiere nicht seitens der Linie
599 zu verechnen, mit deren Schiffen sie reisen, sonders seitens der Linie, welche die Platze gechartert hat. Dieser Beschluss unterliegt jedoch jederzeitiger vierwochentlicher Kundigung. (Conf. 26. XI. 07.)

884 (752). Hapag erkennt an, dass fur die Streitfrage ihrer Shortage aus 1905 der Schiedsrichter auch nach etwaigem Ablauf des Pools zustandig ist. Sollte der Spruch des Schiedsrichters gegen Hapag ausfallen so behalt Hapag sich das Recht vor, aus dem Jahre 1907 einen gleichen Anspruch gegen Nasm und Star zu erheben und erkennen Nasm und Star fur solchen Fall in gleicher Weise die Zustandigkeit des Schiedsrichters auch nach etwaiger Auflosung des Pools an.
600 Nasm und Star behalten sich eventuell vor, ebenfalls aus 1907 Anspruche gegen Hapag geltend zu machen. (Conf. 26. XI. 1907.)

885 (753). Der Schiedsrichter bleibt fur alle sich etwa ergebenden Differenzen, die innerhalb eines Jahres nach Auflosung des Vertrages ihm zur Entscheidung ubergeben werden, zustandig. (Conf. 26. XI. 07.)

886 (754). Alle Monatsabrechnungen gelten als provisorische. Dadurch, dass dieselben nicht bean-

601

standet werden, wird das Recht, gegen die Jahresabrechnung Ausstellungen zu machen, nicht ausgeschlossen. (Conf. 26. XI. 07.)

887 (758). Die von Transat auf der von ihr demnachst zu errichtenden Linie Bordeaux-New York beforderten Passagiere aus Spanien sind von ihr in der ersten Gruppe zu verrechnen. (Conf. 17./18. I. 08.)

888 (759). Die Parteien werden an der Grenze von ihren Passagieren fur Kost und Logis im Hafenplatz nicht mehr als M. 8.—pro Erwachsenen erheben. (Conf. 17./18. I. 08.)

602

889 (761). Der westbound II Classe Preis fur D. Niew Amsterdam wird M. 10.—hoher als im II. Classe Agreement v. 5. Febr. 1908 angegeben. (Conf. 17./18. I. 08.)

890 (765). Der § 8 des Abkommens mit der Adria vom 14. November 1904 wird bis zum 31. Dezember 1908 verlangert, in der Weise, dass die Rechnung vom 1. Januar 1907 bis 31 Dezember 1908 einheitlich durchgefuhrt wird, d. h. dass die Zeit vom 1./1. 07 bis 31./12. 08 eine Rechnungsperiode darstellt. (Conf. 26./27. III. 08.)

891 (770). Die Beschlusse G 1—3 sid aufgehoben, unbeschadet der sich aus ihrer Gultigkeitsperiode noch ergebenden Verrechnungen. (Conf. 26./27. III. 08.) 603

892 (772). Transat ist an den von den British Lines oder an die British Lines unter dem Atlantic Conference Vertrage zu leistenden Zahlungen

	westbound mit	9.03%
	eastbound mit	17.47%
Austro:	westbound mit	3.85%
	eastbound mit	3.30%

beteiligt. (Conf. 23. V. 08.)

893 (773). Die Frage der Kompensierung der Red Star Line C soll dem Schiedsrichter zur Entscheidung ubergeben werden.[1] (Conf. 23. V. 08.)

894 (774). Das Uebereinkommen der N.D.L.V. Linien, bis zur Regelung der Befordung passloser Ungarn eine ablehnende Haltung bezuglich Konzessionierung in Ungarn zu beobachten, besteht weiter. (Conf. 23, V. 08.)

895 (775). Bezuglich des Agreement L mit der American Line wird konstatiert, dass dasselbe durch Agreement A.A. hinfallig geworden ist, dass aber Herr
605 Sanderson erklart hat, dasselbe formell fortbestehen lassen zu wollen, d. h. die von der American Line beforderten italienischen und orientalischen Passagiere weiterhin aufzugeben mit Rucksicht auf die Anwendung des Agreement L mit Transat. (Conf. 23. V. 08.)

896 (776). Star hat einen Vertrag mit einem Agenten in Warschau, dem fur die Beforderung seiner Passagiere durch die Kontrollstationen anheimgegeben werden soll, sich mit letzteren bestmoglich zu verstandigen. (Conf. 23. V. 08.)

897 (779). Auf Antrag der Red Star Line wird ihr
606 Agent M. Feuerstein in Czeronwitz und gleichzeitig das Bureau in Lemberg, 99 Grodecka, in welchem er interessiert ist, disqualifiziert zur Aufrechterhaltung der Disziplin unter den Agenten. Vorlaufig soll diese Disqualifizierung fur 6 Monate gelten, von dem Tage an gerechnet, welchen die Red Star Line bestimmen wird, da Feuerstein, behauptet, durch einen Vertrag geschutzt zu sein. (Conf. 26. VIII. 08.)

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[1]Hapag stimmt diesem Beschlusse nicht bei, unter Aufrechterhaltung ihres Standpunktes in der Darlegung an den Schiedsgerichter vom 14. XII. 08. (Conf. 29. I. 09.)

898 (782). Transat wird die Passagiere, welche sie (unter A. C. Minute 70) zu der reduizierten Rate befordert, den N. D. L. V.-Linien gegenuber unter Agreement L verrechnen. Die N. D. L. V.-Linien dagegen brauchen derartige von ihnen beforderte Passagiere nicht in die Rechnung unter Agreement L einzustellen. (Conf. 26. VIII. 08.)

899 (783). Das Kostgeld fur russische Cassa Passagiere betragt fur die Dauer der Quarantane Mk. 10. (10. IX. 08 telegraphisch.)

900 (786). Die Protokolle des N. D. L. V. werden 608
in Zukunft gemass dem Bericht des mit der Prufung dieser Frage beauftragten Comite's gefuhrt werden, das ist wie folgt:

a) Referate uber die Sizungen, wie sie in den letzten Jahren gebrauchlich geworden sind, sollen nicht mehr gemacht werden. Aufzeichnungen, die von Anwesenden fur ihre personlichen Zwecke gemacht send, haben keine Beweiskraft und durfen fur den Schiedsrichter in keinem Falle zur Verwendung kommen.

b) Von jeder Stizung wird unter Leitung des Vorsitzenden ein Protokoll aufgenommen, in der Weise, dass jeder Beschluss sofort, nachdem der betreffende Gegenstand erledigt ist, redigiert und vorgelsen wird. 609
Das Protokoll soll nur diejenigen Beschlusse enthalten, die von langerer Dauer sind und auf die Verrechnung der Parteien und die Ausfuhrung des Vertrages Einfluss haben. Zu den Beschlussen kann durch Entscheidung des Vorsitzenden eine Erlauterung gegeben werden, welche dann als Fussnote klein gedruckt aufzunehmen ist.

c) Die Beschlusse werden fortlaufend nummeriert. Alljahrlich findet eine Revision derselben statt, wobei die gegenstandslos gewordenen ausgeschaltet und die

verbleibenden unter fortlaufender Nummer neu gedruckt werden.

d) Auf schriftlichen Wege gefasste Beschlusse werdend am Ende jedes Quartals gedruckt und herausgegeben, wenn nicht fruher eine Konferenz stattfindet, in welchem Falle sie den auf dieser gefassten Beschlussen vorangestellt werden, unter Hinzufugung der Nummer des Rundschreibens, in welchem die Beschlussfassung mitgeteilt ist. (Conf. 29./21. X. 08.)

901 (787). Cie. Gle. Transatlantique und Austro Americana sind an den Zahlungen an die, und von der
611 Russian East Asiatic Line in demeselben Verhaltnis beteiligt, wie an den Zahlungen and die und von den British Lines. (Beschluss 892.) (Conf. 20/21. X. 08.)

902 (790). Die Kundigung des Agreement L mit der Transatlantique wird zuruckgezogen; sollten eventuell Neuverhandlungen mit den Italienischen Linien fur die N. D. L. V.-Linien die Notwendigkeit ergeben, die Kundigung zu wiederholen, so wird die Transatlantique dieselbe jederzeit und zwar auf vier Wochen acceptieren. Die Rechnung wird dann mit dem letzten des Monats, in welchem die vier Wochen abgelaufen,
612 abgeschlossen. (Conf. 20./21. X. 08.)

903 (791). Das amerikanische Kopfgeld soll entweder gesondert erhoben werden oder in den Zwischendeckspries durch entsprechende Erhohung eingeschlossen werden. (Conf. 29. I. 09.)

904 (792). a) Das Abkommen, welchesHerr Generaldirektor Ballin mit der Canadian Pacific Railway betreffs der Errichtung einer neuen Linie von Hamburg, Bremerhaven und Rotterdam laut beigefugtem Memorandum abgeschlossen hat, wird genehmigt und es wird beschlossen, dass diese neue Linie fur gemein-

schaftliche Rechnung der N.D.L.V.-Linien, der Cie. Gle. Transatlantique und der Austro Americana betrieben wird. Die gemeinschaftliche Rechnung basiert auf dem Durchschnitt der Westbound und Eastbound Prozente der genannten Parteien, und zwar der Westbound Prozente gemass R. 3588 und der Eastbound Prozente gemass R. 3595, wobei die Austro Americana eastbound mit 4% eingereiht wird. (R. 3748.)*)

*) Demnach betragt die Beteiligung der einzelnen Linien

	Westbound	Eastbound	Durchschnitt	614
Hapag	27.34%	21.37%	24.355%	
Nasm	9.24%	10.55%	9.895%	
Lloyd	36.99%	32.51%	34.750%	
Star	13.55%	14.80%	14.175%	
Transat	9.03%	17.47%	13.250%	
Austro	3.85%	3.30%	3.575%	
	100.00	100.00	100.00	

b) Die Red Star Line macht ihre Genehmigung davon abhangig, dass, fur den Fall die Canadian Pacific Railway ihr Antwerpener Passagegeschaft spater selbst betreiben sollte, die neue Linie dann Antwerpen anlaufen wird und die Red Star Line in Antwerpen fur dieselbe als managing Line handelt. 615

c) Die naheren Abmachungen, in welcher Weise der Dienst fur gemeinschaftliche Rechnung betrieben werden soll, werden durch ein Comite festgestellt, in welchem jede Linie vertreten ist. (Conf. 2. XII. 08.)

905 (793). Die Parteien nehmen von dem Vertrag, den Herr Generaldirektor Dr. Wiengand in Berlin am 26. November 1908 mit der Kgl. Ung. Regierung geschlossen hat, Kenntnis. Die Parteien, mit Ausnahme des Norddeutschen Lloyd, sind nicht fur An-

616 nahme dieses Vertrages und sprechen die Erwartung aus, dass sich ein Mittel finden wird, die Sachlage quo ante wieder herzustellen. Sollte sich hierfur keine Moglichkeit ergeben, so erklaren die Hamburg-Amerika-Linie, die Red Star Line und die Cie. Gle. Transatlantique schon heute, auf die Konzession fur die Dauer dieses Vertrages zu verzichten; die Holland Amerika Linie behalt sich vor, das Gleiche zu tun.[1]—(Conf. 2. XII. 08.)

906 (794). Der Vertrag zwischen der Adria und den N.D.L.V.-Linien, datiert Bremen, 7. November
617 1908 (R. 3687), wird hiermit genehmigt. (Conf. 2. XII. 08.)

907 (795). Der Schiedsspruch des Herrn Wilding vom 27. Oktober 1908 in Sachen der Austro Americana gegen die anderen Parteien tritt in Kraft mit dem 1. November 1908 und endet mit dem Aufhoren des Agreements A.A. (28. Februar 1911.) (Conf. 2. XII. 08.)

908 (796). Die Definition bezuglich Herkunft und Bestimmung der von der Austro Americana gemass dem Schiedsspruch des Herrn Henry Wilding vom 27. Oktober 1908 eastbound zu verechnenden Passagiere wird durch das Agreement A.A. gegeben.—(Conf. 2.
618 XII. 08.)

909 (797). In § 1 des Agreements N werden die Worte „auf ihrer Linie Triest-Newyork" gestrichen. Die Anderung tritt in Kraft vom 1. Januar 1908 an gerechnet. (Conf. 2. XII. 08.)

910 (798) Nachdem die deutschen Linien sich im Juni 1907 mit weiteren 624 800 Kronen bei der Austro

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[1]Gegen diesen Beschluss hat Lloyd Protest eingelegt.

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Americana beteiligt haben, um ihre Aktien-Majoritat aufrecht zu erhalten, wird der Beschluss 877 dahin geandert, dass die darin erwahnte Garantie auch auf diese Kapitalsbeteiligung Anwendung findet.—(Conf. 2. XII. 08.)

911 (799). Den N.D.L.V.-Linien ist untersagt, direkt oder indirekt mit Reisebureaux in Osterreich Verkehr zu unterhalten; ausgenommen sind die folgenden Reisebureaux for die dabei genannten Linien:

Star	N. Mandel,	Brunn.
„	M. Feuerstein (Globus),	Czernowitz.
„	S. Biesiadecka,	Oswiecim.
Hapag	Rebenworzel,	Oderberg.
„	Russel,	Wien.
„	Kieszewska,	Sanok.
„ (Nasm?)	Aschkenas & Karwowsky,	Husiatyn.
Nasm & Austro	Kapeller (Columbus),	Czernowitz, Brody, Husiatyn.
Nasm	Kristan,	Laibach.
Transat	G. Chiste,	Trient.
Star	P. Christofidis,	Triest.
Transat	Gottardi,	Innsbruck.
„	Szmarda,	Laibach.
Hapag	Kronhelm,	Trzebinia.
Nasm	Schick & Rosenbaum,	Prag.
Austro	Ranaz,	Ragusa.

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Falls eine Linie den Verkehr mit einem ihr wie oben zuerkannten Reisebureau aus irgend welchem Grunde lost, oder falls der Verkehr sonstwie aufhort, werden die anderen Linien mit einem solchen Reisebureau keinen neuen Verkehr anknupfen.—Dieser Beschluss ist dreimonatlicher Kundignung unterworfen. (Conf. 2. XII. 08.)

622 *Petitioner's Exhibit 13*

912 (800). Bei separater Erhebung der head tax betragt das Aequivalent von $ 4=20 Kronen=17 Mark = 8 Rubel = 20 Francs = 10 Gulden holl. Dieser Beschluss ist dreimonatlicher Kundigung unterworfen. (Conf. XII. 08.)

Petitioner's Exhibit 13.

COPY

623 New York, February 28, 1907.

Mr. Lawson Sandford, Secretary,
The Continental Conference,
19 Broadway, City.

Dear Sir:

The boycott against the Russian Volunteer Fleet by the Conference lines has resulted, in a number of instances, in making agents, who are afraid to handle our tickets, degrade themselves by telling all sorts of malicious falsehoods about the steamers of our Company. Agents have told us themselves that they were forced to try to divert business from us by telling
624 customers that our steamers take 17 to 20 days, that they are unsafe, and that it is a fortunate occurrence if steamers ever arrive at destination. Today we have a letter from an agent who, after having sold a first-cabin ticket, says that the purchaser, who is a reverend gentleman of responsibility, was approached by two well-known Conference agents who gave him no end of worry by telling him that the line was not fit to send his dog by, that it has the worst steamers any company can have, that the food given on them was unfit for any man to eat, and that he should demand

Petitioner's Exhibit 14 for Identification

his money back and buy a ticket over one of the other S. S. lines that they represent. 625

So far we have listened to all these things without thought of retaliation but our patience is now exhausted. The virtuous members of Conference, who are otherwise so thoughtful concerning the business methods of the agents, have knowingly placed in their hands and, against their own wish, have forced them to use a weapon which is a glaring disgrace to any community.

Yours truly,
(s) C. B. RICHARD & CO.,
General Agents, 626
Russian Volunteer Fleet.

Petitioner's Exhibit 14 for Identification.

COPY

New York, Sept. 25, 1906.

Mr. S. E. Morse, Secretary,
Trans-Atlantic Conferences,
New York City.

Dear Sir: 627

Will you please inform the members of the Continental Conference that I will not await the pleasure of their lawyer's advice to them longer than the 29th inst. I leave for Hot Springs today but I have instructed Mr. W. L. Simmons of my office to take all the proofs to U. S. District Attorney Stimson on Monday in case he does not hear from you in the meanwhile. I am sorry to be forced to such a measure, but I find it to be the only way to guard interests entrusted to us that the Continental Conference is seeking to destroy.

Yours very truly,
(s) O. L. RICHARD.

628 **Petitioner's Exhibit 15.**

Copy books marked for identification.

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Petitioner's Exhibit 16.

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Copy books marked for identification.

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634 **Petitioner's Exhibit 17.**

Copy books marked for identification.

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Petitioner's Exhibit 18.

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Copy books marked for identification.

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640 **Petitioner's Exhibit 19.**

HOLLAND-AMERIKA LIJN.

Rotterdam, June 21st, 1904.

No. 375 Tuesday.

HOLLAND-AMERICA LINE.

New York.

Gentlemen:

With regard to the cable correspondence which took place between you and us last week, with the result
641 that Hapag has reduced its eastbound steerage rate until further notice to $20—and that we have reduced the same rate for the sailing of S. S. Rotterdam June 21st to also $20 we are quite anxious to know what the effect of these reductions will be.

With regard to the part of your cable of the 18th instant, saying:

"Wy geven U in overweging voor te stellen enforcement conference rules forbidding agents "booking Cunard Line all services," we beg to observe that considering such action at this moment not free from danger to our own interests we have abstained from following your suggestion. We strongly fear that by
642 enforcing conference rules we would drive Cunard to freely use anti-trust legislation against us in whatever way this would be possible and with Mr. Sandford as a Cunard employee we may be certain that if any evidence against us could be presented, it would certainly be expert evidence. Another thing is that we have never seen great results of enforcing Conference rules against a strong and popular line which quotes low rates, unless we are willing to equally lower our rates to the basis of the competing line. We hope to be able to keep our present prepaid rates notwithstanding Cunard's attack upon them. The reduction which an-

643

noys Cunard most is the one we have made in the Hungarian prepaid rate to $19, about which we cabled you on the 14th instant and which includes board and lodging.

Your favor No. 785 has had our attention, and the part of it which refers to the fact that the White Star and American Line have made no proviso against the low British and Scandinavian prepaid rates being used or rather misused for Continental prepaids has been brought to the notice of the other lines.

Yours very truly,

HOLLAND-AMERICAN LINE.

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646 **Petitioner's Exhibit 20.**

(Circulars substantially identical with this are issued to all agents of the Continental Conference and the Mediterranean Conference.)

Circular No. 3—This Cancels All Former Circulars.

THE NORTH-ATLANTIC PASSENGER CONFERENCE

Composed of

THE ALLAN LINE,
Montreal-Liverpool.
Montreal-Glasgow.
Boston-Glasgow.

THE CUNARD LINE,
New York Liverpool.
Boston-Liverpool.

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THE DOMINION LINE.
Montreal-Liverpool.

THE AMERICAN LINE,
New York-Southampton.
Philadelphia-Liverpool.

THE SCANDINAVIAN-AMERICAN LINE.
New York-Copenhagen.

THE ANCHOR LINE.
New York-Glasgow.

THE WHITE STAR LINE.
New York-Liverpool.
Boston-Liverpool.

648

TO ALL AGENTS.

The Rules and Regulations as now in force, of each of the Lines, covering all of their several Services, and which relate to first-class, second-class, and third-class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations, under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge, WITH PROOF, to the Conference.

Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be retained by its agents. All drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise.

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents promptly, accompanied by remittance.

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance of any description from any person, firm or company in Europe or in America, on the business he transacts

652 *Petitioner's Exhibit 20*

except the commission granted him by the Conference, line or lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners or persons of any sort, endeavoring to do steamship business, nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

653 6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a Line he does not represent or assist in any way to procure such tickets. No agent shall be allowed to sell tickets to another agent over any line which the latter does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or lines he represents. No agent shall
654 issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. No agent shall advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Continental Conference or of the Mediterranean Con-

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erence shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences.

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. Advertising.

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(a) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.

(b) All advertisements shall conform to the truth.

(c) No comparison shall be made in any advertisements or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(d) All advertisements shall contain the date and place of issue.

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(e) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and/or steamer if more than one rate applies to its steamers) over which the rate is available and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

(f) All advertisements announcing reductions in rates shall include the actual rates.

658 *Petitioner's Exhibit 20*

(g) No cut of a steamer not employed in the North-Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(h) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

(i) Bill posting must be restricted at all places to the immediate premises of each agent.

(k) No agent shall advertise himself as a "general
659 agent" or "general passenger agent" on letterheads or otherwise.

(l) All advertisements or circulars issued by General Agents, or Agents, must be submitted to and approved by the General Agents of the Line either in New York, Montreal, Boston, Philadelphia, or Chicago, before publication.

If this is not done and any advertisement is issued of an objectionable nature, the agent will be liable to penalties provided for elsewhere for violation of rules.

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked through to final destination. Agents must remit im-
660 mediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America of the Steamship Company by which the prepaid passenger is to be forwarded, or to the official General Passenger Agency of such Company in the interior in whose territory the agent is located. Colonist rail tickets may be issued in the Dominion of Canada in connection with ocean tickets.

12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his place

or places of business and/or residence is thereby prohibited.

By the term "agent" is covered the individual or the members of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale. 662

15. For any violation of these Rules, and unless otherwise therein provided for, agents shall for the first offense be fined not exceeding $100; for the second offense not less than $100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifying an agent for any offense, if circumstances warrant.

16. No agent shall be justified in committing any breach of these Rules, because some other agent may be doing so. It shall be the duty of every agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, *with proof in the form of an affidavit* to the conference, or to the General Agents of any Conference Line. 663

19 Broadway.
New York, May 1, 1906.

664 **Petitioner's Exhibit 21.**

Circular No. 12—Third Series. This Cancels All Former Circulars.

THE CONTINENTAL CONFERENCE.

The French Line.
The Hamburg-American and Hansa and Union Lines.
The Holland-America Line.
The North German Lloyd S. S. Co.
The Red Star Line.

TO ALL AGENTS.

665 The Rules and Regulations of each of the Lines covering all of their several services, as now in force, and which relate to first class, second class and third class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge WITH PROOF, to the undersigned.

666 Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

The rules and Regulations are as follows:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be returned by its agents. All drawbacks, discounts, credits, commissions, presents or allowances, of any description made with a view of influencing passengers, are prohibited. No inproper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise.

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2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents promptly, accompanied by remittance.

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4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance of any description from any person, firm or company, in Europe or in America, on the business he transacts except the commission granted him by the Conference Line or Lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners, or persons of any sort, endeavoring to do steamship business nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

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6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a Line he does not represent. No agents shall be allowed to sell tickets to another agent over any Line which the latter

670 *Petitioner's Exhibit 21*

does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or Lines he represents. No agent shall issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents
671 or firms in Europe or elsewhere for outward or prepaid business. Nor to advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Mediterranean Conference or of the North Atlantic Passenger Conference shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences.

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members
672 of the Continental, the Mediterranean and the North Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. Advertising.

(a) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.

Petitioner's Exhibit 21

673

(b) All advertisements shall conform to the truth.

(c) No comparison shall be made in any advertisement or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(d) All advertisements shall contain the date and place of issue.

(e) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and) or steamer if more than one rate applies to its steamers) over which the rate is available, and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

674

(f) All advertisements announcing reductions in rates shall include the actual rates.

(g) No cut of a steamer not employed in the North Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(h) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

675

(i) Bill posting must be restricted at all places to the immediate premises of each agent.

(k) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked

676 *Petitioner's Exhibit 21*

through to final destination on Steamship Company's blanks. Agents must remit immediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America, of the Steamship Company by which the prepaid passenger is to be forwarded on to the official General Passenger Agency of such Company in the interior in whose territory the agent is located.

12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his
677 place or places of business and/or residence is thereby prohibited.

By the term "agent" is covered the individual of the members of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions, relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even
678 though no rule may have been violated in making the sale.

15. No agent shall be justified in committing any breach of these Rules, because some other agent may be doing so. It shall be the duty of every agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, with proof, in the form of an affidavit, to the Secretary.

LAWSON SANFORD,
Secretary.

19 Broadway.
New York, June 1, 1903.

Petitioner's Exhibit 22.

679

Circular No. 15—Third Series. This Cancels all former Circulars except No. 14 of May 23, 1905.

THE CONTINENTAL CONFERENCE.

The Austro-Americana Line.
The Cunard Line.
The French Line.
The Hamburg-American and Hansa and Union Lines.
The Holland-America Line.
The North German Lloyd.
The Red Star Line.

680

TO ALL AGENTS.

The Rules and Regulations of each of the Lines, covering all of their several Services, as now in force, and which relate to first class, second class and third class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations, under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge, *with proof*, to the Conference.

681

Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

The Rules and Regulations are as follows:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be retained by its agents. All drawbacks, discounts, credits, commissions, presents or allowances,

682 *Petitioner's Exhibit 22*

of any description, made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise.

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and/or European rail rates in addition to the ocean fare, except where special
683 through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents promptly, accompanied by remittance.

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance
684 of any description from any person, firm or company in Europe or in America, on the business he transacts except the commission granted him by the Conference Line or Lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners or persons of any sort, endeavoring to do steamship business, nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

685

6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a Line he does not represent or assist in any way to procure such tickets. No agent shall be allowed to sell tickets to another agent over any Line which the latter does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or Lines he represents. No agent shall issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. Nor to advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

686

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Mediterranean Conference or of the North-Atlantic Passenger Conference shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences.

687

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conference, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. Advertising.

688 *Petitioner's Exhibit 22*

(a) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills, or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.

(b) All advertisements shall conform to the truth.

(c) No comparison shall be made in any advertisement or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(d) All advertisements shall contain the date and
689 place of issue.

(e) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and/or steamer if more than one rate applies to its steamers) over which the rate is available and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

(f) All advertisements announcing reductions in rates shall include the actual rates.

690 (g) No cut of a steamer not employed in the North Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(h) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

(i) Bill posting must be restricted to all places of the immediate premises of each agent.

(k) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

Petitioner's Exhibit 22

691

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked through to final destination on Steamship Company's blanks. Agents must remit immediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America of the Steamship Company by which the prepaid passenger is to be forwarded, or to the official General Passenger Agency of such Company in the interior in whose territory the agent is located.

692

12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his place or places of business and/ or residence is thereby prohibited.

By the term "agent" is covered the individual or the member of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions, relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others.

693

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale.

15. No agent shall be justified in committing any breach of these rules, because some other agent may be doing so. It shall be the duty of every agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, *with proof, in the form of an affidavit,* to the conference.

19 Broadway,
New York, August 15, 1905.

694 **Petitioner's Exhibit 23.**

Re-British Conference Agreement.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

Meeting No. 3.

Minutes of a Meeting of Representatives of The North Atlantic Passenger Conference, held at No. 19 Broadway, New York, on Thursday, April 23rd, 1896, at 11 o'clock, A. M., for the purpose of acting upon Rules and Regulations for the Government of
695 business in America.

Present:

Allan Line, Mr. Andrew A. Allan, Mr. George Hannah.

Allan-State Line, Mr. R. Baldwin.

American Line, Mr. James A. Wright, Mr. Arthur Lederer.

Anchor Line, Mr. D. Henderson, Mr. W. Coverly.

Beaver Line, Mr. George A. Ringland.

Cunard Line, Mr. Robert Floyd.

Dominion Line, Mr. R. F. MacFarlane.

White Star Line, Mr. Harold A. Sanderson, Mr. H. Maitland Kersey, Mr. S. S. Cortis.

696

20. On motion it was

RESOLVED, that Mr. William Coverly act as Chairman of the meeting.

21. Read, Minutes of the Meetings held on January 9 and 10, 1896, which were confirmed.

22. The Rules and Regulations (awaiting ratification) appearing at the foot of the minutes of the Meetings held January 9 and 10, 1896, were then read, section by section, and as amended and ratified appear below.

Petitioner's Exhibit 23 697

23. On motion it was

RESOLVED, that Messrs. Kersey, Wright and Hannah be appointed a committee to nominate the Arbitrators consulting with the Chicago representatives with respect to the Chicago Arbitrator.

24. On motion, it was

RESOLVED, that the Rules and Regulations of the North Atlantic Passenger Conference shall go in effect, subject to final approval, on and after Monday, May 17th, 1896; and that Conference circulars reciting the Rules and Regulations for the Government of 698
sub-agents be printed, to be mailed by the Lines individually to their agents not later than May 13th, 1896.

25. The Secretary was instructed to confer with the representatives of the Thingvalla Line in America as provided for under Minute 11 and to request that this Company make a deposit as required by Rule 8.

26. The Minutes of the Meeting held January 16, 1896, were then taken up and confirmed as a correct record of the proceedings of that meeting. They were acted upon as follows:

MR. RINGLAND stated that the Beaver Line can only 699
consider rates, commissions and rules for first and second cabin business entirely apart from the Rules and Regulations governing steerage business.

MR. FLOYD stated that he was not authorized to vote on matters connected with cabin or second cabin business.

SECOND CABIN BUSINESS.

27. On motion, it was

RESOLVED, that the equivalent (calculated at $5 being equal to £1 Sterling) of the rates and commissions

700 *Petitioner's Exhibit 23*

provided for in the Liverpool agreement of April 8, 1896, for Westbound second cabin business be adopted and put in force on and after for Eastbound business, except that all steamers when carrying cattle be allowed a differential of $2.25 off the lowest rate, and also except that commission be fixed at 5%, with a minimum of $3 for a single and $5 for a round trip passage.

FIRST CABIN BUSINESS.

701 28. On motion, it was

RESOLVED, that for the steamers "Campania," "Lucania," "Umbria," "Etruria," "Majestic," "Teutonic," "Paris," "New York," "St. Louis," "St. Paul," the minimum first cabin rate shall be $75.

The minimum rate for the steamers "Servia," "Aurania," Cunard Boston steamers, "City of Rome," "Britannic," "Germanic," "Adriatic," "Berlin," "Chester," shall be $60.

The minimum rate for the steamers of the Allan and Dominion Lines shall be $52.50.

The minimum rate for the steamers of the Beaver Line shall be $50 for a single passage by all steamers,
702 excepting that for the steamer "Lake Winnipeg" a minimum rate of $45 may be charged for Eastbound business as per separate agreement for cabin business between the Canadian Lines, and $95 for minimum round trip passage.

And that these rates shall take effect on and after (Min. 15, 16).

29. On motion it was

RESOLVED, that on all first cabin rates of $75 and upward the reduction to be allowed for round trip passage shall be not greater than 10% of the combined East and Westbound rates.

Petitioner's Exhibit 23 703

30. On motion, it was

RESOLVED, that commission to sub-agents on first cabin business shall not be more than 5% of the passage money, with a minimum of $4 per adult for each single passage.

31. On motion, it was

RESOLVED, that the recommendation contained in Minute 19 be put in effect on and after October 1, 1896, subject to approval of the Continental and Mediterranean Conferences.

32. On motion, it was 704

RESOLVED, that any Line shall be at liberty to retire from those agreements respecting cabin and second cabin business, on giving fourteen clear days' notice in writing to the Secretary on intention so to do.

Confirmed.

Adjourned.

WILLIAM COVERLY,
Chairman.

Lawson Sandford,
Secretary.

Rules and Regulations for a North Atlantic Passenger Conference. 705

Ratified in New York, April 23, 1896 (Minute 22).
Amended, May 15, 1896 (Minute 36).

1. WHEREAS, it is desirable that the Steamship Lines engaged in the North Atlantic trade, having their terminal ports in Great Britain, should combine and organize an Association to make Rules and Regulations for the proper conduct of their business in America.

706 *Petitioner's Exhibit 23*

2. RESOLVED, that the Lines establish in New York an Association to be known as the North Atlantic Passenger Conference to adopt such Rules and Regulations for the working of the Passenger business on this side of the Atlantic as may be considered necessary or desirable for the best interests of the trade.

3. RESOLVED, that the Lines party thereto and forming such association, shall comprise the following, viz:

Allan Line—Montreal-Liverpool, Glasgow-Boston, and Allan State Line, Anchor Line, Beaver Line, Cunard Line, New York-Liverpool, Boston-Liverpool.

707 American Line—New York-Southampton, Philadelphia-Liverpool. Dominion Line, White Star Line.

And that the Conference shall be considered as established, and its obligations binding, so soon as these Presents are ratified and approved by the representatives of all the Lines.

4. RESOLVED, that the members of this Conference agree, one with the other, to faithfully abide by and fulfill every Rule and obligation adopted at its meetings or otherwise, in spirit as well as letter, and this undertaking is considered as made upon honor.

GENERAL RULES FOR STEERAGE BUSINESS.

708 5. Meetings of the representatives of the Lines parties hereto may be called at the request of any Line, at any time, by written notice to the Secretary, and by him to the members, stating so far as practicable the business to be presented for consideration, the notices calling such meetings to be mailed or delivered to members at least 48 hours before the time fixed for meeting.

6. The presence of the representatives of three Lines shall constitute a quorum; but no Line shall be bound by any act or resolution adopted in the absence

709

of its representatives, unless the same be subsequently approved in writing by that Line. All action must be unanimously agreed to before becoming operative. And, unless otherwise provided, such action shall become operative 48 hours after delivery to the several parties of the Minutes in which it is recorded.

7. The chair shall be taken by the representatives of the several Lines in rotation, in the alphabetical order of the names of their respective Lines.

8. The sum of $1,000 shall be deposited upon the ratification of these presents, by each of the several Lines, in the Union Trust Company of New York 710
to credit of the Conference, and by such Company to be held as security for, and if necessary in satisfaction of, any penalty imposed by award of the arbitrator for violation of Rules, and said deposit of $1,000 must at all times during the continuance of this Agreement be kept good by the several Lines.

9. Mr. James A. Wright is appointed to act as Trustee for the deposits made under Rule 8, and such deposits shall be subject to the joint order of the Trustee and the Arbitrator.

10. Mr. Lawson Sandford is hereby appointed Secretary at the pleasure of the Conference, his remuneration to be fixed at the rate of $3,000 per annum from 711
all Lines represented, which sum shall include the use of a Room for Meetings, expense of printing the Minutes, etc., and which shall be apportioned pro rata according to number of steerage passengers East and Westbound, carried by the several Lines, during the year preceding.

11. Meetings of the Heads of Passenger Departments shall be held whenever necessary to consider and make such recommendations, as they may deem neces-

712 *Petitioner's Exhibit 23*

sary for the proper working of the Passenger business under the Agreement, and to take action on complaints against agents.

12. No Line or its Agents shall allow drawbacks, discounts, commissions, presents nor allowances of any description made with a view of influencing passengers.

13. For all Lines from the United States (except for Eastbound Continental business), the Conference or Common Points in America shall be New York, Boston, Philadelphia, and Baltimore, and also for the
713 Cunard Line, Boston Service only, Portland; and for the Canadian Lines, Portland, Boston, St. Johns, N. B., and Halifax, N. S., in winter, Quebec and Portland in summer.

Passengers booked to or from other places in America, except as specially provided for in Rule 14, shall pay the actual fare to or from the port of embarkation or debarkation.

For Eastbound business to Great Britain and Ireland, the Conference or Common Points in Great Britain and Ireland shall be the same for all Lines, viz: Liverpool, London, Londonberry, Glasgow, Belfast and Queenstown. Passengers booked to other places
714 in Great Britain and Ireland shall pay the actual fare from port of debarkation except in the case of the American Line Southampton Service and Liverpool Canadian Lines, who are allowed to include the rail ticket to London only.

For Westbound (prepaid) business from Great Britain and Ireland, the rates are off the port of embarkation in Great Britain and Ireland except in the case of the American Line Southampton Service and Liverpool Canadian Lines who are at liberty to give free tickets from London.

Petitioner's Exhibit 23

715

The Common Points is Scandinavia for Eastbound and Westbound business shall be those adopted from time to time by the Liverpool Conference.

14. The through rates to and from all points in the territory covered by the "New England Tariff" shall be computed by adding to the Ocean fare, the actual Inland fare between each place and Boston or New York, whichever may be lowest.

The actual amount of passage money received shall in all cases appear on the ticket, and the amount remitted by Agents shall be this amount, less commission and actual cost of Inland transportation by the cheapest route, to the port of embarkation or from the port of debarkation, except for passengers from Boston and places beyond, who may be forwarded to New York by any Line of Sound Steamers.

716

15. Any Line party to this Agreement may in cases of emergency, carry passengers for any other party to the Agreement at the net rate received by such other Line for the transportation of such passengers. When passengers are so carried they shall be immediately reported by the carrying Line to the Secretary for the information of the other lines.

16. The Charity rate shall be uniformly $15 net for steerage passage by any Line to port of debarkation only, but is only to apply to cases where the said passage money is paid by a bona fide Aid Society when granted by special order of the Manager (or Managing Agent). And it shall further be discretionary with the Manager (or Managing Agent) to grant Charity rate or free passage when considered desirable, not exceeding in number, twenty-five per annum.

717

17. No free or reduced rate tickets, whether saloon, second cabin, intermediate or steerage, shall be issued to "leaders" or others, to advertise, influence or secure steerage passenger business.

718 *Petitioner's Exhibit 23*

18. Commission to Agents (which shall cover all charges for bill posting, advertising, exchange, and all other expenses), shall be on all steerage passengers, outward and prepaid, $2 per adult.

Children, half commission.

Infants, when paid for, 50 cents.

19. The only eligible Agents for New York City and vicinity shall be those included in the Secretary's list, dated October 23, 1895, and no additional Agents shall be appointed except to fill vacancies, of which the Secretary shall be promptly advised, or by unanimous
719 consent.

20. All advertising bills, shall be paid directly to and upon the vouchers only of the newspaper publishing the advertisement, or the recognized advertising agent of the Line.

21. No circular or publication shall be issued by any Line reflecting upon or instituting comparisons unfavorable to any other Lines party to this Agreement, and no Line shall support any newspaper which may systematically attack any Conference Line.

22. The full amount paid shall be refunded for tickets purchased to test the observance of rules.

720

23. Should any member of this Conference desire at any time to prefer a claim against any other member for damages arising out of an alleged breach of any Rule adopted by this Conference, he shall give notice in writing to the Secretary and a like notice to the party complained of, stating the nature and particulars of such charge.

At the expiration of seven days from the date of delivery of such notices, unless satisfactory settlement is arrived at in the meantime, the said charge shall stand referred to the Arbitrator, whose award shall be

final; and the plaintiff and defendant shall well and truly abide by, obey and comply with such award.

24. Under this Agreement Mr. F. W. J. Hurst is hereby appointed Arbitrator in New York, Mr. , Arbitrator in Chicago, and Mr. D. Connelly, Arbitrator in Montreal. The decisions of the Arbitrators shall be final in all cases.

The territory of jurisdiction of the respective Arbitrators shall be as follows:

1. New York—for all points East of Chicago.

2. Chicago—for itself and all points West thereof. 722

3. Montreal—for all Canada.

25. Any party hereto may, at any time, withdraw from this Agreement, upon giving 14 days' previous notice to the Secretary, in writing, of intention so to do.

GENERAL PASSENGER AGENTS.

26. Each Line is restricted to one General Passenger Agent at Chicago, Boston, Philadelphia, San Francisco or other Pacific Coast point (one point only) Winnipeg and Toronto; and may pay said General Passenger Agent an extra commission not exceeding $1.00 for each adult steerage passenger and 50 cents for each child booked through him, provided such General Passenger Agent is not in receipt of a fixed annual salary irrespective of business secured. Such General Passenger Agents may employ sub-agents, and pay them the regular Agent's commission. General Passenger Agents shall be governed by General Rule 20. 723

Each Line shall file with the Secretary the name and address of each of their General Passenger Agents, defining the territory over which they are in charge.

724 *Petitioner's Exhibit 23*

The payment of the extra commission of $1.00 shall apply to the designated General Agency points where the Lines have no offices of their own (Min. 37).

AGENTS AND SUB-AGENTS.

27. Agents must in all cases adhere strictly to the gross Tariff rates—all drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited.

725 28. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue, and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly to purchasers of tickets.

29. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him of the passage money.

726 30. No Agent shall send, or allow others to send his tickets to the City of New York, or any other place or to any other Agent for sale; and no Agent shall accept or hold for sale any tickets other than those supplied him by a head office or the General Passenger Agent of a Conference Line.

31. No Agent in the City of New York or elsewhere will be permitted to solicit persons at other places to apply to him for passage by the naming of any rate lower than the gross Tariff rate, either personally or by letter, circular or newspaper advertisement.

Petitioner's Exhibit 23 727

32. No Agent shall be justified in allowing commissions, or committing any breach of the Conference Rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, with proof, to the secretary, or to some party to the Agreement.

33. Except in the territory of the Trunk Lines (as now existing) prepaid tickets shall be issued only for through passage to final destination of passenger. No line or its Agents shall pay sub-agents more than the regular official commission on both ocean and inland 728
fare.

34. When an Agent advertises or offers a rate for passage to or from Europe, he must name the Line by which such rate is available.

35. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

36. Bill posting must be restricted at all places to the immediate premises of each Agent.

37. From the amount refunded for unused steerage tickets, there shall be deducted, from the net amount 729
received by the Line for such tickets, a cancellation fee of 10% of the gross passage money, but in the case of *bona fide* purchasers no cancellation fee shall be deducted.

38. Any Agent who shall be reported to be in default to any Line party to this Agreement, shall thereupon be dismissed and disqualified by all other Lines parties hereto.

39. When an Agent is disqualified, the sale of steamship tickets at his place of business and / or residence is thereby prohibited.

730 *Petitioner's Exhibit 24*

40. No Line shall employ any Agent who shall be disqualified for reasons approved at a meeting of the Conference.

41. For any violation of these rules, and unless otherwise therein provided for, Agents shall for the first offense be fined not exceeding $100; for the second offense not less than $100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifying an Agent for any offense, if circumstances warrant.

731

Petitioner's Exhibit 24.

Feb. 7, 1908.

N Private
No. 1295.

Holland-American Line,
Rotterdam.

Gentlemen:

We were greatly pleased to receive your cable of the 5th inst., from London, conveying to us the information that the general Pool agreements E. B. and
732 W. B., have been consummated, also that a special Pool has been made for the Canadian Lines, and that a first and second cabin agreement had been made for all Lines for three years with the following minimum rates, first cabin:

Westbound and Eastbound—S/S Rotterdam, $105.00. Westbound and Eastbound New Amsterdam $92.50. Westbound and Eastbound all other steamers $82.50, that the seasons have been abolished, and making the suggestion that summer season rates east and westbound for higher accommodations should be made on the basis as arranged at present.

Petitioner's Exhibit 24 733

We also learn that the rebate on roundtrip tickets has been abolished, and that the infants rate, 1st cabin, has been made $5.00 that the first cabin rate for servants for steamers Rotterdam and New Amsterdam has been fixed at $75.00 and for the other steamers at $72.50 and that the second cabin rates have been fixed as follows:

Eastbound and Westbound S/S Rotterdam $57.50. Eastbound S/S New Amsterdam $52.50; Westbound $55.00. Eastbound and Westbound, all other steamers $50.00, that the infant's rate, second cabin, is continued at $5.00, that the seasons and the rebate on 734
round trip tickets have been abolished and suggesting follow regarding the seasons to our last year's practice, that the children's ages, 1st as well as second cabin, and commissions remain unchanged, that the circulars should be sent out on Feb. 8th, so as to be in the agent's possession by Feb. 10th.

This cable was followed up by yours of the 7th inst., stating that you had agreed, in accordance with your cable of the 5th, to publish first class rates summer season for better accommodations E. B. from May 1st to but not including July 15th, W. B. from August 1st to Oct. 15th.

All the different Lines, excepting the Anchor Line, 735
which however, hopes to receive instructions this afternoon, have received a cable to the same effect, and this afternoon, a meeting took place, in which the different points not fully covered by the cables were discussed, in order to have an intelligent and uniform interpretation of the new rates and conditions. If the memo of this meeting, prepared by Mr. Sanford is ready in time, we will enclose a copy of same.

One of the points discussed was the abolition of free rail fares from the port of landing to either London or Paris. The I. M. M. Co. as well as Cunard had received information that these fares should be

736 *Petitioner's Exhibit 24*

abolished on all rates, immaterial whether high or low. The North German Lloyd and Hamburg Line have not received any information on this point, and they are of the opinion that they refer only to the lower rates. We are strongly in favor of having said fares in all cases abolished unanimously agreed to by all the Lines.

Another point brought up by Hapag was that they intended, outside of the east and westbound seasons as above specified; namely, E. B. before May 1st, and after July 15th, W. B. before August 1st, and after Oct. 15, while considering the minimum rates as
737 adopted to put their regular winter schedule of rates as in previous years, into effect, which means that they will leave, as far as the minimum rates will allow their former winter rates unchanged.

We now beg to enclose our corrected cabin tariff, based upon the same idea, and will thank you for cabling us if publication of this tariff is correct, and in conformity with your views.

In regard to some of the rooms outside and inside on deck B/ S/S Rotterdam, which will have a Pullman berth, we would suggest that for the occupancy by either a child or adult in addition to two other occupants, a fare of $50.00 be charged, making said
738 rooms, if occupied, by 2 1/2 or 3, $650 outside, and $550.00 inside, summer rates.

In regard to the latter part of your cable of the 5th inst., stating that the British steerage rates will be restored, circulars to be sent out on the same date as the new cabin rates, we are pleased to inform you that the Anchor Line has at last received instructions, and said circulars will be sent out by all the Lines tomorrow, excepting perhaps the Canadian Lines, which we learn could not get said circulars out until the beginning of next week.

Respectfully,
HOLLAND-AMERICA LINE,
A. Gips,
Gen'l Agent.

Petitioner's Exhibit 25.

789

Minutes of North Atlantic Conference marked for identification.

740

741

742 **Petitioner's Exhibit 26.**

Minutes of Mediterranean Conference marked in evidence.

NOTE—Issued Feb. 11, 1910,
"Awaiting confirmation."

It had been the intention to embody these proceedings in organization Minutes, New Series, but now decided to keep them separate.

Meeting No. 19—Series 1909 (Completing the Series).

743

THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of Mediterranean conference held at No. 17 State Street, New York, on Thursday, January 6, 1910, at 2:30 o'clock, P. M.

PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. Charles H. Phelps, Jr., Austro-Americana.
744 Mr. H. H. Kellerman, Cunard Line.
Mr. D. H. E. Jones, Mr. E. Ter Kuile, Fabre Line.
Mr. C. Treyvoux, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. William Hartfield, Italia La Veloce, Navigazione.
Mr. Albert Egelhoff, Lloyd Italiano.
Mr. Cesare Conti, Lloyd Sabaudo.
Mr. Hermann Winter, North German Lloyd.
Mr. G. Peirce, Sicula Americana.

Petitioner's Exhibit 26 745

90. F. C. SILVIA, JR., Fall River, Mass. It was reported that since September, on carefully prepared tests, seemingly conclusively to prove violations of rules and cutting of rates, and offering undue inducements. Silvia had failed to respond in usual form, and it was arranged that Secretary give him a hearing, reporting in due course for the action of the Conference.

Confirmed by all interested Lines.

These proceedings are in 746
full force and effect

Meeting No. 18—Series 1909.

THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of Mediterranean Conference held at No. 17 State Street, New York, on Monday, November 29, 1909, at 3 p. m.

PRESENT:

Mr. R. H. Farley, American, Red Star and White 747
Star Lines.
Mr. Charles H. Phelps, Jr., Austro-Americana.
Mr. D. H. E. Jones, Fabre Line.
Mr. C. Treyvoux, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. William Hartfield, Italia La Veloce, Navigazione.
Mr. Luigi Solari, Italia, La Veloce, Navigazione.
Mr. Albert Egelhoff, Lloyd Italiano.

748 *Petitioner's Exhibit 26*

Mr. C. L. Sconfietti, Lloyd Sabaudo.
Mr. Hermann Winter, North German Lloyd.
Mr. Franz Feltmann, Sicula-Americana.
Mr. Francesco Tocci, Spanish Line.

81. OBSERVANCE OF CONFERENCE RULES BY AGENTS. Medit Memo. 139, Nov. 29, contains evidence against a number of agents apprehended in selling tickets for a non-Conference Line steamer. Arranged among a number of the several Lines that they would individually write to each of their agents named thereon, calling attention to their obligations to employing Lines and asking them to exercise option of
749 representing Conference or non-Conference Lines. Result of such communications to be canvassed at next meeting and acted upon.

Confirmed by all interested Lines.

These proceedings are in full force and effect.

Meeting No. 17—Series 1909.

THE MEDITERRANEAN CONFERENCE.

750

Minutes of a Regular Meeting of the Mediterranean Conference held at No. 17 State St., New York, on Thursday, October 21, 1909, at 2:30 p. m.

PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. Chas. H. Phelps, Jr., Austro-Americana.
Mr. D. H. E. Jones, Fabre Line.
Mr. C. Vande Stadt, Holland-America Line.

751

Mr. William Hartfield, Italia, La Veloce, Navigazione.

Mr. Hermann Winter, North German Lloyd.

On motion, Mr. R. H. Farley was called to the chair.

Minutes of Meeting (16) held October 6, 1909, were confirmed as to record and individual action.

78. CONFERENCE PROCEEDINGS—CONFIDENTIAL CHARACTER THEREOF.

Read letter from one of the Lines advising that it had come to their notice several times lately that certain Italian agents in Boston and vicinity were well posted as to many private details transpiring at Conference meetings and that they had found minutes of recent proceedings were in possession of certain Boston Italian Agents.

752

RESOLVED, that each member of Conference undertakes, on his honor, to consider all questions and actions that may be considered or adopted by the Mediterranean Conference, as sacred and confidential in the highest degree; and that in any case where it is necessary to communicate Conference or individual action to anyone whatsoever, it shall be done as an individual communication or instruction and no reference shall be made to Conference action.

753

This resolution means that the minutes or memos shall not be communicated to General Passenger Agents who may be acting as agents or sub-agents of other Lines. Further,

RESOLVED, that no communication shall be issued by any Line to anyone, fulfilling or in regard to Conference or individual action, until Secretary declares confirmation thereof has been obtained, and then only as is necessary to conform the business of that Line to the action taken.

754 *Petitioner's Exhibit 26*

Confirmed by all interested Lines.

These proceedings are in full force and effect.

Meeting No. 14 Series 1909.

THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference held at No. 17 State Street, New York, on Thursday, September 2, 1909, at 2:30 p. m.

755

PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. Chas. H. Phelps, Jr., Austro-Americana.
Mr. H. H. Kellerman, Cunard Line.
Mr. D. H. E. Jones, Fabre Line.
Mr. Egbert Ter Kuile, Fabre Line.
Mr. A. T. Henderson, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. Albert Egelhoff, Lloyd Italiano.
756 Mr. J. Boggiano, Lloyd Sabaudo.
Mr. Hermann Winter, North German Lloyd.
Mr. Franz Feltmann, Sicula-Americana.

On motion, Mr. Charles H. Phelps, Jr., was called to the chair.

Minutes of meeting (13) held August 5, 1909, have already been confirmed as to record and action.

AGENTS CANCELLED (Continued).

Booras Bros., New York, under Min. 43 fined $25 (which was paid), for selling a ticket of a non-Conference Line. Exercised option, stated desire to rep-

757

resent Conference Lines. Nevertheless reports persisted to contrary, and on July 16, 1909, a detective had no difficulty in purchasing a non-Conference Line ticket of Booras. Regarding lifting of tickets from Booras, it appeared that all employing Lines had done so at the time set by Committee, *Aug. 27, 1909;* except Austro—who explained that Booras refused to surrender Austro tickets (pleading that such action would set aside an arrangement with Austro, made after Committee finding). Tickets still remaining in Booras' possession at the date of this meeting, matter was settled by undertaking of Austro to secure the tickets forthwith.

758

The cautionary circular to agents in New York and vicinity contained in committee report August 6 has been dispatched to each.

Stabile & Company, Boston. August 30, detective entered the office, 192 North Street, inquired for a steamer to Italy from New York. Man he saw is described as 25 years of age; 5′ 4″; 140 lbs.; black hair and moustache. Said he had a steamer sailing Sept. 1 S. S. "Argentina," 11 day trip—fare $25. Detective said, "Is not that a slow steamer?" The person described then went to the back of the office to a counter where he kept a number of placards of different steamers. He brought forward a card of S. S. "Patris," saying he would supply a ticket on this steamer "Patris" for $30. He requested the detective to step down to "their office 178 North St. corner of Richmond St." They proceeded and entered that office to behind a partition where a young man was sitting at a desk, 25 years, 5′ 6″, 135 lbs., brown hair, clean shaven. The first man said to the second man that the detective wanted a ticket for "Patris." Second man at once pulled out a book of blanks and started to fill it out. Detective was talking to the second man about different matters, such as the best

759

760 *Petitioner's Exhibit 26*

and easiest way to get to New York etc., but as the detective was not sure that getting the ticket in this office would answer the purpose, gave a plausible excuse for leaving and telephoning to an adviser in Boston. He did so and was advised, as he understood it, that 178 North Street is on the premise of Stabile & Company. Detective was advised to complete the transaction. He returned. He sat at the desk with the second man. As the ticket was finished a man about 50 years, 5′ 10″, 215 lbs., large frame and well built, evidently Mr. Stabile, whom the detective had seen at 192 North St., entered. There was con-
761 versation between him and the man described as the "second man." Detective heard the third man say, "Sell him nothing. Do not sell that ticket to him but send him back to the other store." The second man then came over to the detective rolling up the blanks and stating he could not sell any more tickets for the "Patris." After some argument over this treatment, detective left.

On proposition to immediately cancel Stabile & Company's agency all Lines declared in the affirmative—Lloyd Sabaudo and White Star action being "subject to confirmation." Matter pending.

762

Meeting No. 11—Series 1909.

THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference, held at No. 17 State Street, New York, on Thursday, June 17, 1909, at 2:30 p. m.

Petitioner's Exhibit 26 763

PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. R. L. Walker, Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. E. Ter Kuile, Fabre Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia, La Veloce, Navigazione. 764

Mr. Albert Egelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabaudo.

Mr. Hermenn Winter, North German Lloyd.

Mr. Franz Feltmann, Sicula-Americana.

Mr. Francesco Tocci, Spanish Line.

On motion, Mr. Hermann Winter was called to the chair.

42. CHICAGO COMMITTEE, MEDITERRANEAN CONFERENCE—Minutes of Apr. 23 (No. 80), May 11 (No. 81) and June 8 (No. 82), 1909, acted upon. Recommendations therein confirmed.

K. W. Kempf, 84 La Salle St., Chicago.

R. V. Romano & Co., 416 South Clark St., Chicago. 765

P. Schiavone & Son, 388 South Halstead St., Chicago.

Referring to Min. 20, of Conference.—The Complaints against these three general passenger agents contained in above mentioned Chicago Committee proceedings were read at length, and on motion, it was

RESOLVED, that a penalty of $50 be imposed upon each of them for violation of Conference rules (Fabre Line not voting).

766 *Petitioner's Exhibit 26*

46. SAN FRANCISCO COMMITTEE—Recommendation of Pacific Coast General Passenger Agents that a Joint San Francisco Committee of Mediterranean, North Atlantic and Continental Lines be established with headquarters in San Francisco and with an office and paid secretary—expenses not to exceed $100 a month.

This proposition is now before the members of the three Conferences for their action.

767

Meeting No. 9—Series 1909.

THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference held at No. 17 State Street, New York, on Tuesday, May 25, 1909, at 3 p. m.

PRESENT:

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

768 Mr. Charles H. Phelps, Jr., Austro.

Mr. R. L. Walker, Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. E. Ter Kuile, Fabre Line.

Mr. A. T. Henderson, French Line.

Mr. H. Doblin, Hamburg American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia, LaVeloce and Navigazione Generale Italiana.

Mr. O. L. Richard, Lloyd Italiano.

Mr. Albert Edelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabaudo.

769

Mr. Hermann Winter, North German Lloyd.
Mr. Franz Feltmann, Sicula-Americana.
Mr. Francesco Tocci, Spanish Line.
On motion, Mr. O. L. Richard was called to the chair.

28. ITALIAN EASTBOUND THIRD-CLASS RATES AFTER MAY 31, 1909—Referring to Min. 26 in reply to Conference cable May 19, Mr. Peters cabled May 25 that Mediterranean rates after May 31 are to be dealt with by notices of New York representatives.

All interested Lines (except Austro and Spanish) individually notified intention to increase their current Eastbound rates five dollars ($5), effective immediately, for sailings on and after June 1, 1909, with customary clause on circulars to agents in the case of those Lines who have already issued rates for early June sailings, viz:

770

> "These Eastbound outward rates take effect on receipt of this circular. *Bona fide* sales at old rates *must be reported by return mail, and in all cases must be accompanied by remittance,* or they will not be accepted."

AUSTRO stated that under present instructions from their Company, they would notify a differential advance, but would cable the Company this day.

771

SPANISH stated that owing to their indirect service via Spanish ports to Genoa, they were disinclined to notify a five dollar advance in their current rates, having regard to the individual rate notices of other Lines, but that they would cable their Company today.

Other Lines stated intention to prepare their circulars and set date for mailing as Thursday, May 27, telegraphing general passenger agency points with individual instructions on that day.

In reply to Mr. Peters' cable, Conference cable was to be sent today, viz:

772 *Petitioner's Exhibit 26*

"All Lines notified advance current Mediterranean Eastbound rates five dollars after May 31, except Austro Spanish, notifying intention to take differential advance, and requesting cable reply."

NOTE: *Subsequent to the meeting the following transpired:*

May 26:

AUSTRO intimated preparedness to revert to basis of 1907 rate notices, subsequent to rating for steamers
773 since entered service, but would be prepared to notify immediate advance of "Martha Washington" $3 to $36, other steamers $2 to $32.

May 27:

AUSTRO gave notice that they would increase "Martha" $5 to $38, other steamers $3 to $33.

Other Lines (Spanish, however, not serving notice), reaffirmed their notices under this Min. 28, and all telegraphed General Passanger Agents and issued circulars from New York, May 27, giving effect to these individual notices.

Confirmed by all interested lines.
774 Copies issued June 3, 1909,
("Awaiting Confirmation" copies were
issued May 25, 1909).

These proceedings are in full force and effect.

Meeting No. 8—Series 1909

THE MEDITERRANEAN CONFERENCE.

Minutes of a Regular Meeting of the Mediterranean Conference held at 17 State Street, New York, on Wednesday, May 19, 1909, at 2-30 p. m.

Petitioner's Exhibit 26

PRESENT.

Mr. W. W. Jefferies, Mr. R. H. Farley, American Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Chas H. Phelps, Jr., Austro-Americana.

Mr. R. L. Walker, Mr. H. H. Kellerman, Cunard Line.

Mr. D. H. E. Jones, Mr. Egbert TerKuile, Fabre Line.

Mr. J. P. Meyer, Mr. H. Doblin, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Italia, LaVeloce and Navigazione.

Mr. Oscar L. Richard, Mr. Albert Egelhoff, Lloyd Italiano.

Mr. Cesare Conti, Lloyd Sabaudo.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltman, Sicula-Americana.

On motion, Mr. William Hartfield was called to the chair.

26. ITALIAN THIRD CLASS RATES.

(Prepaid and Eastbound after May 31, 1909.) Subject discussed, but no notices served. To ascertain if any Eastbound notices have been served in Europe, cable sent to Mr. Peters, May 19, viz:-

> "What Eastbound rates shall lines quote after May 31?
>
> "Italian Lines recommend uniform increase $1."

778 *Petitioner's Exhibit 26*

Meeting No. 2—Series 1909

THE MEDITERRANEAN CONFERENCE.

Minutes of an informal meeting held at No. 19 Broadway, New York, on Monday, January 11, 1909 at 12 o'clock noon.

PRESENT.

Mr. R. H. Farley, American, Red Star and White Star Lines.

779 Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. D. H. E. Jones, Fabre Line.

Mr. E. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. William Hartfield, Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. A. Egelhoff, Lloyd Italiano.

Mr. C. L. Sconfietti, Lloyd Sabaudo.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltmann, Sicula-Americana.

780 Mr. Francesco Tocci, Spanish Line.

On motion Mr. A. C. H. Nyland was called to the chair. Minutes of informal meeting held on January 8, 1909, were confirmed as a current record of the proceedings and of the action taken.

6. Prepaid Italian Third Class Rates and Commissions.

8. Prepaid Italian, Greek and Oriental Third Class Rates *(Min. 1-4)*.

Petitioner's Exhibit 26 731

Referring to Mr. Peter's cable received January 11, in part reading viz:

> *"Further agree immediate uniform advance Mediterranean prepaids up to 'parity of lines' cash rates."*

Matter was discussed, and it was decided that the time was not ripe for serving individual notices, pending further information from Europe.

Arranged to cable Mr. Peters January 11, viz:

> *"What is parity cash rates and rate exchange. Not all lines informed. Cable each lines's pre-* 782
> *paid rates. Also whether more than one rate for any line. Desirable continue system charging one rate each line if practicable."*

which was done.

Seventh Series—No. 18

THE MEDITERRANEAN CONFERENCE.

Minutes of an adjourned meeting of the Mediterranean Conference, held at No. 19 Broadway, New York, 783
on Wednesday, April 1, 1908, at 3 P. M.

PRESENT:

Mr. Gustav H. Schwab, North German Lloyd, in the chair.

Mr. Hermann Winter, North German Lloyd.

Mr. Franz Feltman, Sicula-Americana.

784 *Petitioner's Exhibit 26*

Mr. F. Tocci, Spanish Line.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Wm. Hartfield, Italia, La Veloce and Navigazione General Italiana.

Mr. Albert Egelhoff, Lloyd Italiano and Prince Line.

785 Mr. Cesare Conti, Lloyd Sabaudo.

Absent. Austro-Americana, Cunard.

87. Eastbound Italian Third Class Rates.

Continuing the discussion; referring to Minutes 83 and 86:

Fabre advised that Fabre Co. had cabled accepting 1907 schedule unchanged for three months, but if "Neckar" and "Koenigin Louise" type fixed at $35 then "Germania" must be fixed at $33. Willingness to continue prepaid arrangement through April was also indicated.

786 Italia, La Veloce and Navigazione stated they also had cable reply proposing a number of changes, which are shown as a new schedule (C) below. The cable added "will agree on prepaids after Eastbound settled."

Lloyd Italiano and Lloyd Sabaudo stated that their Companies had likewise cabled them to the same effect.

Other lines stated that the position taken by the five lines mentioned came as a great surprise, that negotiations for 1908 Eastbound rates had been proceeding informally and formally since middle Decem-

787

ber 1907, through a series of seventeen meetings; that the last five meetings, *i. e.* those held from and including March 5, 1908, had failed in any of the discussion to develop on the part of the five Italian lines mentioned any material disagreement in the proposals before those meetings; that in order to preserve tariff rate compromises were essential; that it seemed out of the question to undertake at this late day discussion of what is practically a new schedule of rates; that a number of the changes mentioned by the Italian Lines had already been urged, but as a compromise had been temporarily waived with provision for re-adjustment July 1; that rate arrangements expired March 31, and were only continued up to the present meeting to permit of receipt of replies by the Italian Lines; and that there was no time now to practically re-open negotiations which had been considered as quite settled *on best obtainable immediate basis.*

788

Seventh Series—No. 17

THE MEDITERRANEAN CONFERENCE.

789

Minutes of an adjourned meeting of the Mediterranean Conference, held at No. 19 Broadway, New York, on Monday, March 30, 1908, at 2:30 P. M.

PRESENT.

Mr. Gustav H. Schwab, North German Lloyd, in the chair.

Mr. Hermann Winter, North German Lloyd.

790

Mr. Franz Feltman, Sicula-Americana.

Mr. F. Tocci, Spanish Line.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. Charles H. Phelps, Jr., Austro-Americana.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. Wm. Hartfield, Italia, La Veloce and Navigazione Generale Italiana.

791 Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano and Prince Line.

Mr. Cesare Conti, Lloyd Sabaudo.

Absent: Cunard.

87. PREPAID ITALIAN THIRD CLASS RATES. Referring to Min. 84. As it is understood that question of settlement between Navigazione and Fabre is showing progress, at least that steps toward referring prepaid bookings to Mr. Winter are being taken, it was moved and seconded:

792 *That if Eastbound rates are settled, 1907 prepaid rates shall continue unchanged to and including April 30, 1908.*

There were no negative votes, but those of Lloyd Italiano, La Veloce, Navigazione, Italia and Fabre were—"Will submit."

MINUTES OF AN ADJOURNED MEETING of the Mediterranean Conference held at No. 19 Broadway, New York, Tuesday, February 25, 1908, at 11:30 a. m.

Petitioner's Exhibit 26

793

PRESENT.

Mr. William Hartfield, Italia, La Veloce and Navigazione Generale Italiana, in the chair.

Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano and Prince Line.

Mr. C. Conti, Lloyd Sabaudo.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, American, Red Star and White Star Lines.

794

Mr. W. J. Reilly, Anchor Line.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. A. C. H. Nyland, Holland-America Line.

Absent: Austro-Americana, Cunard Line, Hamburg-American Line, Sicula-Americana, Spanish Line.

58. MEDITERRANEAN FIRST AND SECOND CLASS RATES AND REGULATIONS.

Referring to Min. 46. Compilation was issued under date of February 11, 1908, of existing minimum first and second-class rates by the several Mediterranean Lines and Services. Question was asked if the Lines were now prepared to jointly consider the 795
subject and several Lines stated they found it necessary to ask postponement for about a fortnight, in order to obtain replies from their Companies. This referred to lines not represented at the recent London Meeting.

59. PREPAID (WESTBOUND), ITALIAN THIRD CLASS RATE ARRANGEMENTS (Min. 49, etc.). On motion it was unanimously

Resolved, that the signed arrangements dated November 11, 1907, containing individual prepaid Italian

796 *Petitioner's Exhibit 26*

third class rates and $2 commission with all the conditions of that document be, and they are, hereby extended and made operative by the Lines individually for the month of March, 1908, inclusive, pending negotiations for adjustment for balance of year 1908—Prepaid third class rate for steamers of Italia to be $32.50 *to New York only*, and to be so advertised in America. Votes were to be obtained as promptly as possible of Lines not represented, viz: Austro, Hamburg, Sicula-Americana, Spanish. (Subsequently obtained, were all in the affirmative, and the Resolution is operative as to all Lines.)

797 Discussion developed impression that if views of Fabre and Navigazione might be harmonized as to their individual rates, rates of other Lines could be readily settled, and it was understood that these two Lines would communicate fully with their Companies and request cable replies on or before Thursday, March 5, on which day at 2 p. m., if all Lines are ready to act, a special meeting to further consider Prepaid rates will be convened.

SEVENTH SERIES No. 9

THE MEDITERRANEAN CONFERENCE

798

MINUTES OF A SPECIAL MEETING of the Mediterranean Conference held at No. 19 Broadway, New York, on Thursday, February 20, 1908, at 2:30 P. M.

PRESENT.

Mr. Charles H. Phelps, Jr., Austro-Americana, in the chair.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. C. Vande Stadt, Holland-America Line.

Mr. Wm. Hartfield, Italia, La Veloce and Navigazione Generale Italiana.

Petitioner's Exhibit 26 799

Mr. Luigi Solari, Italia, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiana and Prince Line.

Mr. Cesare Conti, Lloyd Sabaudo.

Mr. Edward Wortmann, North German Lloyd.

Mr. Franz Feltman, Sicula-Americana.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Absent: Cunard Line and Spanish Line.

800

50. EASTBOUND ITALIAN THIRD CLASS RATE ARRANGEMENTS.

Resolved, That 1907 arrangements be further extended for period from and including March 1 to March 31, 1908, for the reason that there is not sufficient time prior to March 1 within which to discuss alterations in the same.

This action was unanimous and without qualification—Cunard and Spanish absent, but their affirmative votes on this resolution subsequently obtained.

SEVENTH SERIES No. 4

801

THE MEDITERRANEAN CONFERENCE

MINUTES OF A STATED MEETING of the Mediterranean Conference held at No. 19 Broadway, New York, on Thursday, January 23, 1908, at 2:30 p. m.

PRESENT.

Mr. F. Tocci, Spanish Line, in the chair.

Mr. R. H. Farley, American, Red Star and White Star Lines.

802 *Petitioner's Exhibit 26*

Mr. W. J. Reilly, Anchor Line.
Mr. Charles H. Phelps, Jr., Austro-Americana.
Mr. J. Ter Kuile, Fabre Line.
Mr. C. Treyvoux, French Line.
Mr. C. Vande Stadt, Holland-America Line.
Mr. G. Starace, La Veloce, Navigazione Generale Italiana.
Mr. Albert Egelhoff, Lloyd Italiano, Prince Line.
Mr. Cesare Conti, Lloyd Sabaudo.
Mr. Edward Wortmann, North German Lloyd.
Mr. Franz Feltmann, Sicula-Americana.

803 Absent: Cunard Line, Hamburg-American Line.

26. HELLENIC STEAMSHIP CO. (GREEK LINE)—Informal negotiations, pending for some months past, are not apparently nearer a solution of the situation on which application from the Greek Line for admission to Mediterranean Conference for passenger business is hinging.

It was decided that so long as the Greek Line maintained a special general passenger agent in New York, the application could not be accepted.

SEVENTH SERIES No. 3

804 THE MEDITERRANEAN CONFERENCE

MINUTES OF A STATED MEETING of the Mediterranean Conference, held at No. 19 Broadway, New York, on Thursday, December 19, 1907, at 11 a. m.

PRESENT.

Mr. Hermann Winter, North German Lloyd, in the chair.

805

Mr. F. Tocci, Spanish Line.

Mr. R. H. Farley, American, Red Star and White Star Lines.

Mr. Charles H. Phelps, Jr., Austro-Americana Line.

Mr. J. Ter Kuile, Fabre Line.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

Mr. G. Starace, La Veloce and Navigazione Generale Italiana.

Mr. Albert Egelhoff, Lloyd Italiano, Prince Line and Sicula-Americana.

806

Mr. Dino F. Conti, Lloyd Sabaudo.

Absent: Anchor Line, Cunard Line.

14. EASTBOUND ITALIAN THIRD CLASS RATE ARRANGEMENT—

PREPAID (WESTBOUND), ITALIAN THIRD CLASS RATE ARRANGEMENT—(Min. 5 and 11)—

Fabre Line, December 16 individually notified intention to continue these arrangements until January 31, 1908.

Prince Line, gave same individual notice verbally.

Lloyd Italiano, on December 20 and 23, individually gave same notice. 807

Sicula-Americana was unprepared to do so —considered it necessary to take lower than present rates—(*but subsequently concurred*).

It was understood by the others that present Eastbound and Prepaid (Westbound) arrangements shall run to and including January 31, 1908, with proviso that if Sicula makes any reduction in Prepaid rate, or increases commission, each Line reserves the privilege of reducing by same amount in rate or by paying same commission; and that, if Sicula has an East-

bound sailing in January, the rate to be adopted for that sailing will be considered as soon as the sailing date is fixed.

This action is individually confirmed by all the Lines except Sicula.

Lloyd Sabaudo—Following notice, December 18, was recorded by Mr. Conti:

> "My General Offices at Genoa cable that while they are agreeable to an extension of both Prepaid and Eastbound arrangements for
809 a reasonable length of time from January 1, 1908, they do not feel justified in accepting an extension covering only one month to January 31, 1908."

Opinion was expressed that, under the circumstances, Lloyd-Sabaudo would doubtless decide to extend arrangements for January only.

CONFIRMED BY ALL LINES AS TO RECORD AND ACTION—This work completed on March 16, 1908.

SEVENTH SERIES NO. 1

810 THE MEDITERRANEAN CONFERENCE

MINUTES OF ORGANIZATION MEETING of the Mediterranean Conference, Seventh Series, held at No. 19 Broadway, New York, on Thursday, October 24, 1907, at 2 p. m.

PRESENT.

Mr. Charles H. Phelps, Jr., Austro-Americana, in the chair.

811

Mr. J. Ter Kuile, Fabre Line.
Mr. C. Treyvoux, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. William Hartfield, La Veloce.
Mr. Albert Egelhoff, Lloyd Italiano, Prince Line and Sicula-Americana.
Mr. Dino F. Conti, Lloyd Sabaudo.
Mr. Luigi Solari, Navigazione Generale Italiana.
Mr. Hermann Winter, North German Lloyd.
Mr. F. Tocci, Spanish Line.
Mr. R. H. Farley, American, Red Star and White Star Lines.

812

Mr. W. J. Reilly, Anchor Line.

Absent: Cunard Line.

5. Italian Prepaid (Westbound) Third Class Rates—Negotiations which have been extending over the entire year 1907 with regard to Italian Prepaid (Westbound) Third Class Rates have practically concluded in an arrangement, provided Fabre Line consents.

The other Lines expressing their confidence in the good faith and desire of Fabre Line to maintain tariff rates and normal commissions for a trial period for balance of 1907, proceeded to affix their individual signatures to the pending arrangement, leaving it to the Fabre Line to follow, even if they do not actually become party to the arrangement, by taking the rate assigned to them thereunder. Secretary was to write Mr. Ter Kuile, General Passenger Agent, Fabre Line, to this effect.

813

(Note—Fabre Line subsequently advised acceptance of the arrangement, which is dated and became effective November 11, 1907.)

814 **Petitioner's Exhibit 27.**

May 28, 1908.

N. No. 1352.

Holland-American Line,
Rotterdam.

Gentlemen:

On May 25th, the following cables were received from Mr. Peters in London.

1. "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present con-
815 ditions, it is highly essential that the Conference regulations should be strictly enforced against agents and request New York Conference act accordingly, and in case of doubt refer same to arbitration."

2. "Meaning resolved opposition steamers to be put on berth against steamers Russian Volunteer, East Asiatic, N. Y. Continental, for east Asiatic (this word undoubtedly means *eastbound*) business at the same or lower rate than these outsiders. Further extent of measure subject to unanimous decision of Atlantic conference. Opposition steamer is appointed by vote by majority of members of North Atlantic and Continental Conferences in New York. Canpac to be
816 considered to enable them to vote. Chairman shall have a casting vote in the event of votes being divided equally. In their decision members shall be guided by considering which steamer is best suitable for being most efficiently opposed. Regarding date of sailing, preference by steeragers capacity. Terms being nearly equal, steamers sailing direct for continent of such party that is short or most short shall be appointed. If a British steamer is selected, it must be subject to consent of Line concerned. New York Conference to be at liberty appoint small committee to carry out this clause. If for such opposition, steamer,

Petitioner's Exhibit 27 817

more passengers are booked than she can carry, excess to be transferred to other suitable conference steamer. Further by letter."

Immediately upon receipt of the second cable, a meeting was held by the general managers and passenger agents of the different lines, and the last cable was taken up first. As this cable is very explicit, only little discussion took place, the main point being to appoint a small committee for the selection of the competitive steamers. This committee consists for the present of three members; Mr. Winter of the North German Lloyd, Mr. Farley of the I. M. M. 818
Co., and our Mr. Nyland; the passenger managers will serve in rotation.

Subsequently, the first cable was taken up and the apparently interminable question of Zotti's disqualification laid before the Lines. As was expected, the Cunard Line objected to the disqualification, although the reason as stated in our previous letter No. 1351 of May 22nd, did not hold good any more, since a competitive rate has been made to agents against the sailings of the outside Lines. The Cunard Line now claims that on Feb. 17th, they had withdrawn from Conference, as far as the regulations are concerned, relative to sub-agents, and notwithstanding a very 819
strong discussion took place, in which all the other members participated, no headway could be made, the Cunard Line maintaining their position, not wishing to be convinced in any way. It was agreed that a cable be sent to Mr. Peters, making him acquainted with the situation. We as a result cabled you on the same evening as follows: "Rokkenbont objects carrying out Conference Rules governing agents claiming not being party to same by their withdrawal letter Nabalaffen. Peters fully cabled" which we hereby beg to confirm.

820 *Petitioner's Exhibit 28.*

After the meeting was over, the small committee appointed under the first cable referred to, met and submitted a report, as per enclosed copy, which has been accepted by the Lines.

In consequence we have at once notified all our agents that for the sailing of S/S "New Amsterdam" June 3rd, at $24.00 third class outward rate will be effective, and although the time is rather short, we expect considerable business for said departure.

We in consequence, cabled to you this morning "Synveld Peters cable nagemend fanatiek selected radyszaad zafando against Petersburg" which we here
821 by beg to confirm.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.

Petitioner's Exhibit 28.

(Cable blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft.

(German Atlantic Cable Company.)

822 Two direct cables from New York to Germany.

June 17, 1909.

(Copy.)

To Tranconfer,
New York.

Cancelling my telegram fifteenth British Lines now prefer matter be dealt with small committee strictly according minute 22.

SECRETAIR.

Petitioner's Exhibit 29.

823

(Cable Blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft.

(German Atlantic Cable Company.)

Two direct cables from New York to Germany.

In connection with the Commercial Cable Company.

Sept. 17, 1909.

(Copy)

To

Tranconfer,

New York.

824

Small committee your cable June ninth now agreed.

SECRETAIR.

Petitioner's Exhibit 30.

May 24, 1909.

No. 1513.

Holland-America Line,
Rotterdam.

825

Gentlemen:

We beg to enclose a copy of a letter sent by the Small Committee through Mr. Lawson Sandford to Mr. Peters of Jena, Germany. This letter will explain the reasons why S/S Estonia was selected as a fighting ship against S/S Volturno, which will now leave on May 25th.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.,
Gen'l Agent.

826 **Petitioner's Exhibit 31.**

(Cable Blank.)

Deitsch-Atlantische Telegraphen-Gesellschaft.

(German Atlantic Cable Company.)

Two direct cables from New York to Germany.

In connection with the Commercial Cable Company.

June 9, 1909.

(Copy)

To

Secretair,

827 Jena.

Nordwest raglancastle about June 23, allowing extra commission high as five small com consider necessary adopt same tactics cable confirmation.

Uranium 147.

TRANCONFER.

Petitioner's Exhibit 32.

(Cable blank.)

Deitsch-Atlantische Telegraphen-Gesellschaft.

828 (German Atlantic Cable Company.)

Two direct cables from New York to Germany.

In connection with the Commercial Cable Company.

August 3, 1909.

(Copy)

To

Tranconfer,

New York.

Raglancastle opposition steamer must be appointed.

SECRETAIR.

Petitioner's Exhibit 33.

829

N. No. 1556 Aug. 3, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

In view of the following cable received by Mr. Lawson Sandford, from Secretary Peters at Jena today, "Raglan Castle opposition steamer must be appointed," the "Small Committee" selected our S/S "Rotterdam" sailing next Tuesday as the fighting steamer.

The third class rate for our S/S "Rotterdam" will 830
be $24.00 with $2.00 commission against $25.00 less $3.00 commission on S/S "Raglan Castle," which is also scheduled for the 10th inst.

In order to interfere as little as possible with the business of the other Lines our rates will not be published until the 5th inst for agents outside of New York, and on the 6th inst. for New York and vicinity agents.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
Gen'l Agent.

831

832 **Petitioner's Exhibit 34.**

HOLLAND-AMERIKA LIJN.

Rotterdam, August 12th, 1909.

Holland-America Line,

New York.

Dear Sirs:

Your favours No. 1555 and 1556 of the 3rd inst to hand.

We note that SS. "Rotterdam," which left your port the day before yesterday, has been selected as op-
833 position steamer against the "Raglan Castle," with a rate of $24 and $2 commission.

The contents of your travelling agent's report about business at Paterson have had our attention.

We herewith beg to return Mr. Fabius's report from Springfield, No. 65, dated July 22nd, and remain,

Yours truly,

HOLLAND-AMERICA LINE.

834

Petitioner's Exhibit 35.

835

April 27, 1909.

No. 1503.

Holland-America Line,
Rotterdam.

Gentlemen:

Referring to our letter Private No. 1499 of April 18th, we beg to confirm our today's cable stating that Steamer "Uranium" of the Northwest Transport Line, left last Saturday with 4 cabin and 95 3rd class passengers.

836

Although this number is considerable higher than the number of passengers carried on Steamer "Volterno," it is sufficiently small in our opinion to fully justify the action, or rather the non-action of the small Committee appointed for this purpose.

The sailing of the next Steamer to be considered is the "Raglan Castle" to leave from New York May 8th.

We will keep you duly informed as to any action which may be thought desirable.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
Gen'l Agent.

837

In consideration of the large difference in price ($10) the number carried by the Uranium is not large compared to the K. A. Victoria's 370 and Lapland's 350.

838 **Petitioner's Exhibit 36.**

HOLLAND-AMERIKA LIJN.

G

Rotterdam, May 4th, 1909.
Tuesday.

Holland-America Line,

New York.

Dear Sirs:

North-West Transport Line. We herewith beg to
839 acknowledge receipt of your private No. 1503 of April 27th, confirming your cable of the same date stating that ss. "Uranium" left New York on the 24th of April with 4 cabin and 95 third class passengers.

We note what you say with regard to the action, or rather the non-action of the small committee in connection with this sailing; also that you will keep us duly informed as to any action that may be thought desirable against the next ss. of the N. W. T. L. ("Raglan Castle," scheduled to sail May 8th from New York.)

Yours truly,
HOLLAND-AMERICA LINE.

840

Petitioner's Exhibit 37. 841

HOLLAND-AMERIKA LIJN.

Rotterdam, March 29th, 1909.
Monday.

Holland-America Line,

New York.

Dear Sirs:

We beg to confirm our cable of the day before yesterday, reading as follows:

"Uricas (het navolgende bericht betreft uw schrijven No.) 1352 valkpeppen (de pool-vergadering besloot) reinstate committee appointing if in their judgment necessary opposition steamers against Northwest Transport Snoeimaand (sein ons uwe opinie in zake) generally rangschik (verhoog den eastbound derde klasse prija in dollars met) Continental Zabarella ($3) considering all Italian Lines including Rokkenbont (Cunard Line New York service) advanced and reinstated committee now able protecting Rivierzand (Nordatlantischer Dampferlinien Verband) against Northwest Transport Vademhout (het navolkende bericht betreft) Prinz Oskar Velghout (wij hechten waarde aan) Nylands presence steamers arrival arrange for prompt dispatch of passengers urigine (overeenkomstig uw cablegram) Nachtjes (6 Maart)," the contents of which are self-explanatory. 842 843

The decision to meet the eastbound competition of the Northwest Transport Line was reached at the Paris meeting of March 25th, all parties being in favor of the measure with the exception of the Allan Line. It was therefore agreed that the Allan Line's share of participation was to be borne by the other Lines in proportion to their shares.

Because it would not do that opposition steamers were appointed if the competition of the Northwest

281

844 *Petitioner's Exhibit 37*

Transport Line would do not greater harm than was worked for instance by their first and second sailings with 17 and 40 passengers respectively, it was understood that no action was to be taken unless the committee appointing the opposition steamers should think it advisable to do so.

Eastbound continental business thus being sufficiently protected, we decided to ask for your views in regard to a general increase of eastbound continental rates by three dollars. Considering that the Italian Lines will raise their eastbound rates, and also considering that the Cunard Line Mediterranean Service has consented at the above meeting to become a party to the Italian eastbound agreement (which is not official yet), we think that the situation would perfectly justify the increase, and as we have in the meantime heard from you that you fall in with our idea, we shall immediately approach the Lines on the subject. It is of course understood that the English Lines are to co-operate.

845

We note from your cable of the 29th instant that up till then the Lines had not yet instructed their representatives in New York to re-instate the committee to appoint opposition steamers against the North-West Transport Line. We trust, however, that these instructions will reach them in due course, but in order to be quite sure we have communicated with Secretary Peters requesting him to arrange for a prompt execution of the resolution passed at Paris on the 25th inst.

846

From the further contents of our cable you will have seen that we think it desirable that Mr. Nijland should meet the "Prinz Oskar" at St. John in order to make arrangements for the prompt dispatch of her passengers in conformity with the policy set forth in your cable of the 6th inst.

We are,

Yours very truly,
HOLLAND-AMERICA LINE.

Petitioner's Exhibit 38.

847

Rotterdam, May 25th, 1909.

4971.

Holland-America Line,

New York.

Dear Sirs:

"Volturno"-"Estonia." Your Private No. 1510 of May 14th came duly to hand. We noted that the small committee selected ss. "Estonia" of the Russian-American Line, scheduled to sail May 22nd, as a fighting steamer against ss: "Volturno" of the North-West Transport Line, scheduled to sail the same day. (We have in the meantime received your yesterday's cable informing us that the "Volturno's" departure has been delayed until May 25th.)

848

We further noted that the rate fixed for the ss. "Estonia" is $26 with $2 commission and that said rate will be made lower should conditions warrant this.

Your remarks contained in the latter part of your letter *re* Messrs. Richard & Co.'s withdrawal from the passenger agency of the N. W. T. L. have our full attention. We have written today to Mr. Peters, Jena, on the subject.

Yours truly,
HOLLAND-AMERICA LINE.

849

With regard to the transfer of the N. W. T. L. agency by Messrs. C. R. Richard & Co. we may say that it is not impossible that owing to the N. W. T. L. taking Italian Westbound passengers via Chiasso—Basle at very reduced rates, the Italian Line which C. B. R. & Co. represent, may have objected to C. B. R. & Co., continuing the N. W. T. L. agency.

850 **Petitioner's Exhibit 39.**

HOLLAND-AMERIKA LIJN.

Rotterdam, August 4th, 1908.
Tuesday.

4608.

Holland-America Line,

New York.

Dear Sirs:

851 We are in receipt of your favours No. 1380 and 506 of July 24th and note from the former that at a meeting of the small committee on July 23rd, it was decided to further reduce the third class eastbound rate of ss. "Noordam" 28/7 to $21 less $2 commission, and that the ss. "Volturnos" which was expected to leave your port on the 11th inst., is now scheduled to sail between Aug. 15th and 20th.

In compliance with your No. 506 we herewith beg to hand you the desired certificate in connection with Section 8 of the act of March 3rd, 1893, duly signed by us and legalized by the U. S. consul here.

Yours truly,
HOLLAND-AMERICA LINE.

852

Petitioner's Exhibit 40.

853

HOLLAND-AMERIKA LIJN.

Rotterdam, August 31st, 1908.
Monday.

Holland-America Line,

New York.

Dear Sirs:

We duly received your favour of the 21st inst. about opposition steamers to ss. "Estonia" 1/9 and ss. "Rossia" 16/9, contents of which have been noted.

In this matter we beg to confirm our telegram of the 27th inst., informing you that the Russian East 854
Asiatic Line has joined the Eastbound Steerage Pool, and asking you to withdraw the "Statendam's" fighting rate.

Yours truly,
HOLLAND-AMERICA LINE.

Petitioner's Exhibit 41.

(Cable Blank.)

Deutsch-Atlantische Telegraphen-Gesellschaft,

(German Atlantic Cable Company.)

Two direct cables from Germany to New York. 855

Exclusive connection with the Commercial Cable Company.

Sep. 1, 1908, at 447 A. M.

"Via Emden-Azores."

43 Dn Fa' Jena 13
Tranconfer, N. Y.

Admit eastasiatic Conference regular terms have concluded agreement terminating 1911.

SECRETAIR.

856 **Petitioner's Exhibit 42.**

Aug. 28, 1908.
No. 1390.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to acknowledge receipt of your esteemed cable of the 27th inst., informing us that the Russian East Asiatic Steamship Company has entered into the agreement with the North Atlantic Pool Lines, and that our reduced rates for S/S "Statendam" should
857 be withdrawn at once.

Already Mr. Sandford had been informed by secretary Peters from London that this was the case, and requesting us to withdraw our reduced rate for next week's steamer. We have at once issued circulars as per enclosed copy and distributed same among our agents, notifying our general agents in the United States by telegram of the situation.

We trust that very soon full information will be received in order that further arrangements may be made for the proper control of the sub-agents on this side.

Respectfully,
HOLLAND-AMERICA LINE,
858 A. G.

Petitioner's Exhibit 43.

859

Circular No. 21—Third Series.

The Continental Conference,
No. 19 Broadway,

New York, September 1st, 1908.

Agents are advised that the Russian-American Line (Russian East Asiatic S. S. Co., Ltd.) is a member of conference.

AUSTRO-AMERICANA.
CUNARD LINE.
FRENCH LINE.
HAMBURG AMERICAN LINE.
HOLLAND AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
RUSSIAN AMERICAN LINE.

860

861

862 **Petitioner's Exhibit 44.**

HOLLAND-AMERIKA LIJN.

Telegram-Adres: Afdeeling Passage.
Americano Rotterdam.

Rotterdam, June 19th, 1908.
Friday.

1059.

Holland-America Line,
New York.

Dear Sirs:

863 We duly received your Private No. 1360 of June 9th, with enclosed memo from Mr. Sandford under date of June 8th promulgating exchange of cables between the Cunard Line, Mr. Peters and Mr. Sandford *re* disqualification of agents giving continental business to Italian Lines, contents of which have our full attention.

We also noted what you say with regard to the intended discontinuance of the sailings of the Russian Volunteer Fleet. In connection herewith we beg to refer to Mr. Peters' circular letter No. 150, stating that according to information received from abroad the R. V. F. will not send out any more steamers until
864 westbound traffic improves.

As to the rumour that the Russian East Asiatic Co. will stop their service after the sailing of their new ss. "Rossia," scheduled to leave your side on June 24th, we beg to say that we could not yet obtain certainty as to that.

Yours truly,
HOLLAND-AMERICA LINE.
A. R.

COLOR KEY TO TERRITORIAL DIVISIONS.

- NEW ENGLAND PASSENGER ASSOCIATION
- TRUNK LINE ASSOCIATION
- CENTRAL PASSENGER ASSOCIATION
- SOUTHEASTERN PASSENGER ASSOCIATION
- SOUTHWESTERN EXCURSION BUREAU
- EASTERN AND TRANS-MISSOURI COMMITTEES OF WESTERN PASSENGER ASSOCIATION
- TERRITORY COVERED BY TRUNK LINE AND CENTRAL PASSENGER ASSOCIATIONS
- JOINT TERRITORY COVERED BY BOTH CENTRAL AND WESTERN PASSENGER ASSOCIATIONS
- OUTLETS AND GATEWAYS FOR DIFFERENT ASSOCIATIONS
- EASTERN CANADIAN PASSENGER ASSOCIATION
- CENTRAL AND EASTERN CANADIAN PASSENGER ASSOCIATION

L. Manitoba
MANITOBA
L. Winnipeg
WINNIPEG
Lake of the Woods
Williston
NORTH DAKOTA
BISMARCK
Dickinson
SOUTH DAKOTA
NEBRASKA
KANSAS
IOWA
LAKE SUPERIOR
Hancock
Marquette
LAKE MICHIGAN
Green Bay
Monroe
Grand Rapids
Kalamazoo
Jackson
Adrian
Toledo
Fort Wayne
Lafayette
Peoria
INDIANAPOLIS
Terre Haute
New Albany
Louisville
Cincinnati
Owensboro
Evansville
Cairo
NASHVILLE
Chattanooga
Corinth
Huntsville
West Point
Anniston
Columbus
Greenville
Birmingham
Meridian
Selma
MONTGOMERY
Eufaula
Monroe
Delta
Vidalia
Natchez
Cheneyville
Lake Charles
New Iberia
New Orleans
Sabine Pass
Galveston
Port Lavaca
Corpus Christi
Matamoros
CANADIAN
ASSOCIATION
ND EASTERN
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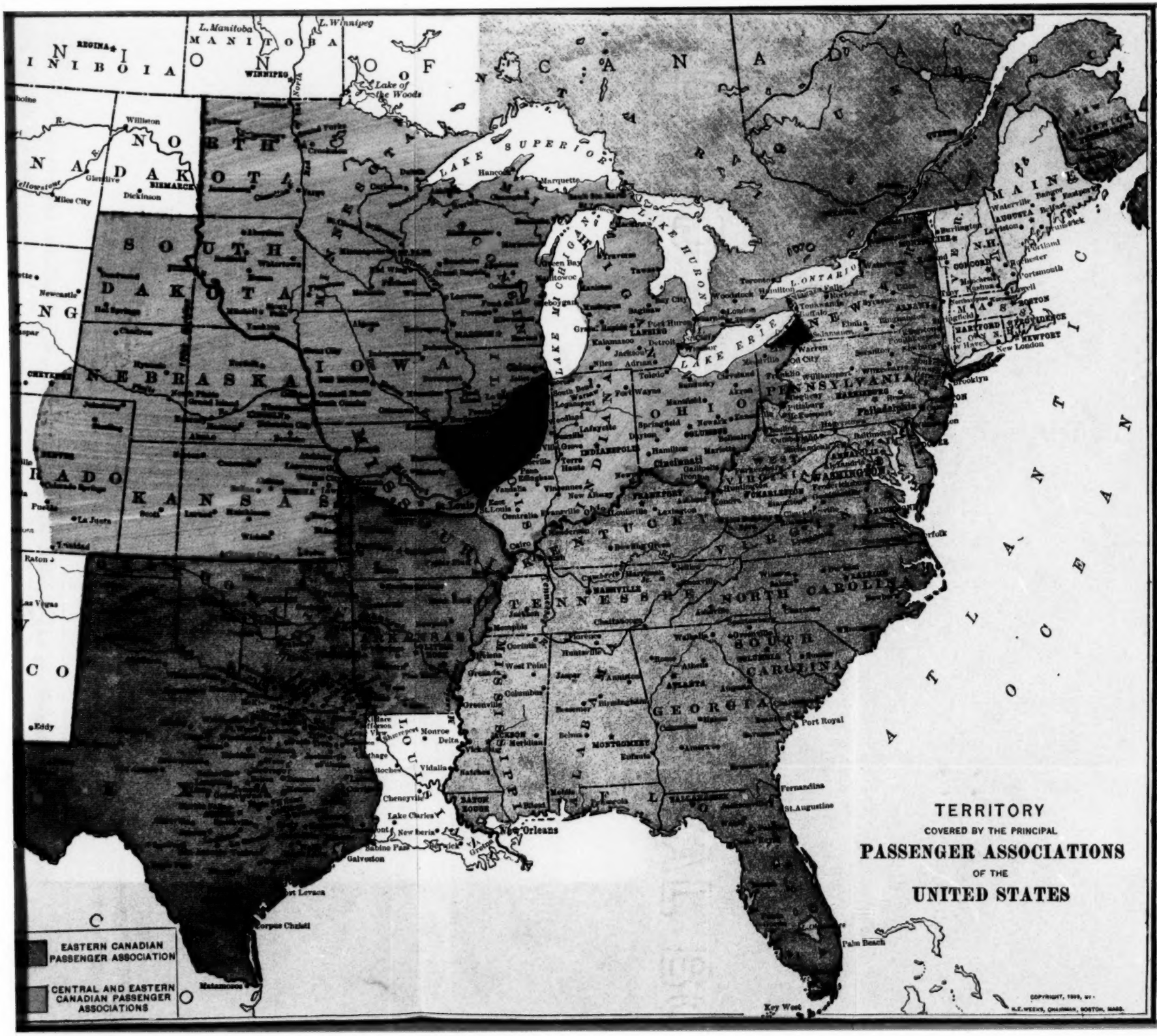
TERRITORY
COVERED BY THE PRINCIPAL
PASSENGER ASSOCIATIONS
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EASTERN CANADIAN PASSENGER ASSOCIATION
CENTRAL AND EASTERN CANADIAN PASSENGER ASSOCIATIONS
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A.E. WEEKS, CHAIRMAN, BOSTON, MASS.

Petitioner's Exhibit 45. 865

866

867

868 **Petitioner's Exhibit 46.**

(Mimeograph copies will be delivered tomorrow.)

New York, December 3, 1908.
Confidential.

To the Lines:
Dear Sirs:

Eastbound Steamship Passenger Traffic.

Your Special Committee attended a meeting of Central Passenger Association in Chicago on December 1 —and concluded arrangement for Eastbound business —by exchanging letters—

The following was addressed by your Special Committee to Mr. Donald.

869

Chicago, December 1, 1908.

We hereby accept the unofficial record of the meeting held in your office at Chicago, December 1, 1908. which practically states that a commercial allowance of ten per cent (not to exceed $1.50) on all Eastbound rail business issued in connection with steamship business originating in and passing through territory of the Central Passenger Association (except the Province of Ontario) is offered by the railroads comprising the Central Passenger Association and is hereby accepted by the Steamship Lines, with the definite understanding that no part thereof shall be divided with a passenger, under penalty of cancellation of the offending agency.

870

Reply in behalf of the initial Eastbound Railroads is shown on attached sheet. Further report will follow, outlining the methods to be observed in handling rail voucher coupons, etc.

Yours truly,
HERMANN WINTER,
CESARE CONTI,
R. H. FARLEY,
MAX STRAUS,
A. C. H. NYLAND,
EMIL LODERER,
G. McL. BROWN,
LAWSON SANDFORD,
Special Committee.

Petitioner's Exhibit 46

871

Eastbound Steamship Passenger Traffic—

To accompany special Committee Report to the Lines December 3—page 2.

(Copy)

Central Passenger Association.

Chicago, December 1, 1908.

Messrs.

Hermann Winter,
A. C. H. Nyland,
Emil Lederer,
Max Straus,
R. H. Farley,
Geo. McL. Brown,
Lawson Sandford,
Executive Committee,
Trans-Atlantic Steamship Conference.

Dear Sirs:

Acknowledging your communication of this date advising acceptance of the conclusions resulting from the several joint conferences of certain rail and steamship lines, the undersigned roads advise you that until further notice they will make a commercial allowance of ten per cent, not exceeding a maximum per ticket of $1.50 on accredited sales of second class tickets (and on first-class tickets at points of purchase where second class rates are not effective) when sold in connection with second, third and steerage classes of Trans-Atlantic Steamship travel, in the definite understanding that said allowance or any part thereof shall not be divided with purchasers of such tickets or in any way used to reduce established rail fares.

873

Canadian Pacific Railway, by Robert Kerr, P. T. M.

Petitioner's Exhibit 46

874

Baltimore & Ohio Railroad, by B. N. Austin, G. P. A.

Baltimore & Ohio Southwestern Railroad, by C. P. McCarthy, G. P. A., per B. N. Austin.

Erie Railroad, by H. C. Holbird, A. G. P. A.

Grand Trunk Railway System, by G. T. Bell, G. P. & T. A.

New York Central Lines:

Cleveland, Cincinnati, Chicago & St. Louis Railway, Lake Erie & Western Railroad, Lake Shore & Michigan Southern Railway, Michigan Central Rail-
875 road, by Warren J. Lynch, P. T. M.

New York, Chicago & St. Louis Railroad, by B. F. Horner, G. P. A.

Pennsylvania Company:

Pittsburgh, Cincinnati, Chicago & St. Louis Railway, Vandalia Railroad, by E. A. Ford, P. T. M.

Toledo, St. Louis & Western Railroad, by W. L. Ross, G. T. M.

Wabash Railroad, by C. S. Crane, G. F. P. A.

Yours truly,

(Signed) F. C. DONALD,
Commissioner.

876

Petitioner's Exhibit 47.

877

(COPY.)

November 12, 1908.

H. A. Eschenburg, Esq.,
Chicago.

Dear Sir:

Eastbound Steamship Passenger Traffic.

Referring to Conference letter October 29, 1908, on this subject—You are advised for the confidential information of the Chicago General Passenger Agents of interested Lines that there have been further joint conferences with the Railroads, 10th and 11th instant— 878

Resulting in a settlement of all outstanding matters concerning the effectiveness of the principles laid down in draft understanding dated October 2, 1908, between Central Passenger Association and Steamship Lines—and subject only on or before December first, 1908, to changes in phraseology that may be suggested by joint committee of counsel representing interested rail and ocean Lines.

But the intent is that there shall be no change in the principles.

If on or before December 1, 1908, the understanding is ratified and signed, the operation is retroactive as to Eastbound Steamship Passenger Traffic involved on and after 15th November, 1908. 879

Details will work themselves out.

However, the commercial allowance on rail tickets is to be handled as follows:

Until new issue of ocean tickets shall be printed containing an appropriate rail voucher coupon, Steamship booking agents are to use enclosed temporary coupon for this purpose, as explained on enclosed joint circular of the Lines to their agents. Supplies of this temporary voucher-coupon and of the circulars will be furnished direct by the offices at the Seaboard

Petitioner's Exhibit 47

880 to their General Passenger Agents for territory controlled by such General Passenger Agents, and direct to booking agents in territory of C. P. A. directly under the jurisdiction of Seaboard offices. As the territory at present is that of C. P. A. only, the Chicago general representatives shall arrange appropriate action to provide for the use of the rail vouchers by agents—west of C. P. A. territory but whose passengers pass through C. P. A. gateway bound east.

The steamship booking agent is to fill out the upper portion of the rail voucher coupon and arrange to secure the particulars of the second class rail ticket
881 or tickets issued to the holder of the ocean ticket or tickets—the issuing initial rail agent filling out the lower portion and imprinting his dating stamp in the space assigned for this purpose.

The rail voucher coupon is to be sent to the General Passenger Agent of the Steamship Line with advice and remittance for the ocean ticket—less 5% and no more, rail commercial allowance of the value of the rail ticket or tickets in connection therewith.

Settlements by General Passenger Agents are as follows:

In making their reports they shall forward each rail voucher coupon—crediting themselves with 7 1/2% commission—no more.

882 The Seaboard offices will deal direct with Mr. Donald regarding settlement of the commercial allowance as between the Railroads and Steamship Lines.

Conference letter of October 29, 1908, indicates the united stand of the General Managers of the Steamship Lines in respect to this matter. It is unnecessary to reiterate or to particularize in detail—but in requiring the fullest and most hearty co-operation of the General Passenger Agents it may be stated that the general plan is intended to spread over the United States and Canada to the eventual better conduct of

Petitioner's Exhibit 47

883

the business and to secure a fair and reasonable remuneration to the Steamship booking agent. The Steamship booking agent is to be specially warned not to divide either ocean or rail commercial allowance with purchasers—these allowances are for himself as compensation for his work.

Any departure from this rule by any booking agent renders him liable to cancellation by all Steamship Lines or an alternate penalty—as circumstances in individual cases warrant.

And further—the General Passenger Agents are to retain for themselves 2 1/2% of the rail commercial allowance out of the 7 1/2%—which they are herein authorized to deduct when forwarding the rail voucher coupons.

884

Any departure from the spirit and intent of the principles laid down for the conduct of Eastbound Rail business in connection with Steamship business by either Lines or General Passenger Agents will be held to constitute a violation of Conference obligations.

The principles provide for an efficient control of the business to give full effect to ocean differentials and avoid excessive competition and demoralization among Lines, General Passenger Agents and booking agents.

885

Western Passenger Association have again stated that as soon as final draft with the required legal verbiage shall have been ratified and signed, immediate and if possible concurrent steps with retroactive understanding shall be negotiated by them for their territory.

Soo Line has served notice that they will adopt same policy as W. P. A.

The confidential character of the negotiations and the intentions of the Steamship Lines is of course fully understood.

886 *Petitioner's Exhibit 47*

General Passenger Agents are to transmit to their Seaboard offices any information of interest germane hereto that may come to their knowledge and to negotiate with no one. Such information should also be supplied to Chicago Committees for the immediate transmission to Conference.

The above covers the essential points needed to be brought to attention in connection with draft understanding of October 2, 1908—

While it is anticipated that ratification will be accomplished on or before December 1, 1908, and the retroactive basis on and after November 15, 1908,
887 shall apply—no promises or explanation direct or indirect or implied to booking agents concerning a commercial allowance or business done on or after November 15, 1908, can be made.

If as expected the understanding will be ratified the use of the rail voucher coupon meanwhile establishes a record for settlement of the retroactive commercial allowance.

The booking agents may be told that the joint circular of the Lines indicates a movement which will probably work out to their advantage and they are to await further information—meanwhile to observe instructions fully and with a full spirit of co-operation.
888

It would be a violation of the mutual obligations of Rail and Steamship Lines to refer to negotiations either in conversation or otherwise with booking agents, or with anyone else.

Possibly the legal matters may be settled very promptly, but until they are and the understanding is actually ratified and signed, no information concerning it is to be given out.

In conclusion it is to be perceived from this communication that the understanding has been practically accomplished—that it is simple; that if ratified, it

Petitioner's Exhibit 47

889

will be retroactive for Eastbound business done on and after November 15, 1908; and that to provide for this retroaction it is necessary to obtain vouchers for rail business done during the interval.

And that pending conclusion and ratification, agents must obey orders unquestioningly; that also the negotiations between Railroads and Steamship Lines are confidential and are to be treated so in all respects.

Yours truly,

890

891

892 **Petitioner's Exhibit 48.**

PERSONAL AND CONFIDENTIAL.

Proceedings of Joint Meeting

between

Railroad Committee of the Steamship Lines

and the

Advisory Committee of the Immigrant Bureau

of the

Western Passenger Association

893 and

Other Interested Lines

held in

Offices of the Trans-Atlantic Steamship Conferences, No. 19 Broadway, New York City, Thursday, February 25, 1909.

11:00 A. M.

Present, Steamship Lines:

Allan Line, represented by proxy.
894 American Line, R. H. Farley.
Anchor Line, W. J. Reilly.
Austro-Americana Line, represented by proxy.
Can. Pac. Ry-Atlantic Service, Robt. Kerr, Allan Cameron.
Cunard Line, R. L. Walker, H. H. Kellerman.
Donaldson Line, represented by proxy.
Dominion-White Star Line, R. H. Farley.
Fabre Line, D. H. E. Jones.
French Line, represented by proxy.
Hamburg-American Line, Emil Lederer, A. Gips.
Holland-America Line, C. Vande Stadt.

Petitioner's Exhibit 48

Italia Line, Wm. Hartfield, Luigi Solari.
La Veloce Line, Wm. Hartfield, Luigi Solari.
Lloyd Italiano Line, Albert Egelhoff.
Lloyd Sabaudo Line, represented by proxy.
Navigazione Generalo Italiana, Wm. Hartfield, Luigi Solari.
North German Lloyd Line, Herman Winter.
Prince Line, Albert Egelhoff.
Red Star Line, R. H. Farley.
Russian-American Line, Max Straus.
Scandinavian-American Line, A. E. Johnson.
Sicula American Line, J. P. McGill.
Spanish Line, represented by proxy. 896
White Star Line, R. H. Farley.
Mr. Lawson Sandford, Secretary, Trans-Atlantic Steamship Conferences.

Railroad Lines:

A., T. & S. F. Ry., W. J. Black.
C. & N. W. Ry., Ralph Johnson.
C., B. & Q. R. R., Chairman.
C., M. & St. P. Ry., A. F. Merrill.
C., R. I. & P. Ry., J. Sebastian, L. M. Allen.
Mo. Pac. Ry., C. L. Stone.
Un. Pac. R. R.,
Mr. Eben E. MacLeod, Chairman, Mr. T. Thompson, Secretary, and Mr. E. F. Burnett, General Agent, Western Passenger Association. 897

Also Present:

Canadian Pacific Ry., Robt. Kerr, Allan Cameron.
C. & A. R. R., Geo. J. Charlton, Frank Bowman.
C. G. W. Ry., J. P. Elmer.
Grand Trunk Ry., W. P. Hinton.
Great Northern Ry., A. L. Craig, W. M. Lowrie.
Southern Pacific System, L. H. Nutting.

On motion, Mr. MacLeod took the Chair.

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898

Eastbound Trans-Atlantic Steamship Traffic.

The Chairman stated that the Advisory Committee of the Immigrant Bureau of the Western Passenger Association had held a meeting in New York, Tuesday, February 23, 1909, at which, among other questions, that of adopting an arrangement which would have the effect of regulating the so-called eastbound trans-Atlantic steamship traffic was considered; that the folllowing recommendation had been drawn up with the view to presenting same to the Western Passenger Association for concurrence, but before doing
899 so it was deemed desirable to give the steamship lines an opportunity to make any expressions or suggestions they might have to offer thereon, viz:

"Recommended, first, that arrangements be made with the steamship lines on the same class of business and similar to those in effect between Central Passenger Association rail lines and the trans-Atlantic steamship lines, effective November 15, 1908, on the basis of a commercial allowance of ten per cent on all business originating in or passing through Western Passenger Association territory, with a maximum of 75 cents per ticket.

"Second, that the Advisory Committee of the Im-
900 migrant Bureau of the Western Passenger Association shall serve as the Routing Committee for this business with power to act.

"Third, that with regard to the division of this traffic from Trans-Continental Passenger Association territory, the Trans-Continental Lines be informed of this arrangement and that until such time as those lines advise of a divisional arrangement for their part of the territory, this committee through the steamship lines assume division of said traffic."

During the discussion which ensued, the point was made on behalf of the steamship lines that they had ex-

pected as compensation for their assistance in regulating this traffic, a commercial allowance of ten per cent with a maximum of $1.50 from the western lines and asked that this proposition be given careful consideration by the Western Passenger Association, as well as by the Trans-Continental Passenger Association lines; that having in mind the large amount of commissions, which had been paid by different western lines to the steamship agents on this traffic in years past, this compensation seemed only reasonable, and the hope was expressed that the proposed recommendation to the western lines would be reconsidered by the Advisory Committee and that a commercial allowance be made on the basis suggested by the steamship lines.

The question was then asked as to whether, in case it were found possible to meet the views of the steamship lines on the question of compensation, they would be in a position to control all of their steamship agencies, to which reply was made that the steamship lines were in position to absolutely control every agent without exception.

The opinion was expressed on the part of some of the rail lines that it would probably be a very difficult question to secure the concurrence of all the western lines involved in an arrangement of the kind proposed, but it was understood, after having received the expressions of the steamship lines, the subject would be taken under further consideration, the result of which would be presented to the steamship lines in due course.

Question of Equalizing Through Atlantic Ports via Chicago Rail Fares Through Canadian Ports.

Reference was made to the fact that the Grand Trunk Railway in its supplement No. 11 to Passenger Tariff No. 283 had authorized the application via Chicago of the same low fares from Canadian ports to

904 *Petitioner's Exhibit 48*

British Columbia destinations as in effect via the Canadian Pacific Railway, and that it seemed, in order to protect the steamship lines landing at the United States ports, some arrangements should be made to equalize the fares through these ports.

It was explained that while the Grand Trunk Railway had issued the supplement above referred to, it was done without the concurrence of the Chicago-St. Paul Lines; that these lines would, therefore, insist upon their full proportions on these fares applying via Chicago.

905 The Chairman stated that this question was related to one which it was intended to place before this conference, namely that of granting authority to the steamship lines to meet to Washington, Oregon, *et cetera*, through Atlantic ports, the low fares made by the Canadian Pacific Railway through Canadian ports to British Columbia.

Attention was called to the several conferences had between the Advisory Committee of the Immigrant Bureau and the steamship lines on this question, and it was further stated by the Chairman that he had kept fully informed as to the volume of this traffic and in close touch with the situation generally, and that it had not been deemed necessary up to the present time to

906 take action thereon. It appeared, however, that the steamship lines had recently renewed their request to be granted such authority, and that this had led to a further investigation, the result of which he was ready to lay before this conference.

The Chairman then laid before the meeting statement which he had compiled as a result of his investigation of the situation as follows:

Petitioner's Exhibit 48 907

ALIENS DESTINED TO THE STATE OF WASHINGTON THROUGH "BORDER STATIONS," FROM AND THROUGH CANADA DURING THE LAST SIX MONTHS OF 1906 AND 1907.

	Citizens of Canada	Citizens of other countries. In Canada from arrival to 15 days	In Canada from 15 days to 6 months	In Canada from 6 to 12 months	In Canada 1 yr or over	Total Citizens of other countries	Grand Total
1906							
July	8x		22	10	114	152	160
August	9x		140	9	144	293	302
Sept	12x		90		145	235	247
Oct	31		36	36	104	176	207
Nov	27		80	223	291	594	621
Dec	13		19	53	135	207	220
Total	100		387	337	933	1657	1757
1907							
July	50	11	138	7	71	227	277
August	95	18	291	86	106	501	596
Sept	150	25	220	52	227	524	674
Oct	248	24	360	69	235	688	936
Nov	354	12	125	169	312	618	972
Dec	125		61	56	115	232	357
Total	1022	90	1195	439	1066	2790	3812

908

909

Estimated

910 *Petitioner's Exhibit 48*

Attention was called to the fact that this statement showed that there were but ninety passengers during the period named who crossed into Washington within fifteen days of arrival in Canada, taking advantage of the low fares in effect via the Canadian Pacific Railway, and that the showing did not seem to indicate that the fares of the latter company were injuriously affecting the interests through the United States Atlantic ports.

The Chairman further explained that not only did the situation not seem to warrant action, but that to undertake to meet the fares would involve a reduction
911 in fares in territory as far east as Nebraska and Montana.

With this statement of the situation as it existed at the present time, the view prevailed that the question could safely be left in the hands of the western connections of the steamship lines as had been done in the past.

Issuance of Annual Passes to Representatives of Steamship Lines.

The record with regard to the issuance of passes to steamship representatives was referred to, attention
912 being called to the original understanding reached between the Immigrant Bureau and steamship lines in the year 1897 at which time the issuance of passes was made a part of this understanding as follows:

"RESOLVED, That one annual pass be issued by each road to one passenger representative of each trans-Atlantic steamship company, it being optional with the railroads whether such pass be issued to the general agent or his traveling representative; the intent being to permit of the steamship line designating to each road which of its representatives—whether the

general agent or the traveling agent shall be given the annual, so long as only one annual is issued by each road to a steamship representative engaged exclusively in passenger traffic. 913

"It was further understood that where a line had a separate service operated under separate general agency, it should be treated as a separate line, so far as issuance of annual passes is concerned.

"Attention was also called to the record with respect to the revised understanding of 1905 quoted as follows:

"That the traveling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific annual passes over the lines of their roads, 914

"Note: At meeting of the Advisory Committee held in Chicago, January 26, 1905, it was understood that the question of issuance of passes was one which the executive officers of the various lines controlled and that the passenger departments could only recommend to such officers the continued issuance of the passes which had been heretofore approved and covered in the Executive Officers Pass Agreement."

The point was made by the steamship lines that the issuance of such transportation was considered a part of the arrangement between the steamship lines and rail lines; that under the ruling of the Interstate Commerce Commission of June 9, 1908, this transportation had been recalled and that consequently the steamship lines were now put to an expense for their traveling representatives, and that it seemed only fair under all circumstances the latter be compensated therefor by the rail lines. 915

The Chairman explained that since the adoption of the understanding between the steamship and rail lines, the Hepburn Law had been enacted, and the

916 ruling of the Commission issued, it would be illegal for the railroads to grant such transportation privileges to the steamship lines and that therefore they had no alternative, much as they disliked to do so, but to withdraw their annual passes.

On behalf of the steamship lines, the point was then made that considering the record with regard to the issuance of passes as made at this conference, that if it is not found practicable to restore passes, the steamship lines should be given some equivalent therefor in the way of compensation, and with this statement they desire to leave the matter in the hands of
917 the rail lines.

During the discussion of the question, reference was made to the fact that some of the Canadian Pacific Railway representatives who also represent the Canadian Pacific Steamship Lines in some cases held annual passes of Western Lines and that while not issued to them as steamship representatives, it virtually had that effect, thus creating an inequality as against trans-Atlantic steamship representatives.

It was understood that this subject would be docketed for discussion at the next meeting of the Advisory Committee to consider the question of further reference of the matter to the Executive Officers with
918 the view to possibly taking it up with the Interstate Commerce Commission.

There being no further business, the meeting, on motion, adjourned.

EBEN E. MacLEOD,
Chairman.

T. Thompson,
Secretary.

Petitioner's Exhibit 49.

919

HOLLAND AMERICA LINE

Address for Telegrams
Americano Rotterdam

Passenger Department

Rotterdam, November 16th, 1899.

Private No. 206

HOLLAND-AMERICA LINE,

New York.

920

At the meeting held at London amongst Continental Lines on the 8th instant, special attention has been called to the circumstance that Messrs. C. B. Richard & Co. are drawing prepaid orders on outside parties for Continental business. It was expressed as the sense of the Meeting that it is inconsistent with Messrs. C. B. Richard & Co. representing a Steamship Line in Conference, to do business of this sort at the detriment of the other Lines' interests, and Mr. Peters was instructed to file a letter with Mr. Sandford to this effect, the Lines further agreeing that they should request their American representatives, to underline this complaint by energetically protesting against Messrs. Richards' attitude in this matter.

921

BEAVER LINE. We have noted with interest the communications upon this subject contained in your letters 324 and 325, which have served in the discussion of the Beaver Line matter, when in London. As you will see from Minute 312, the differences with British Lines in regard to the old Beaver Line have been settled by compromise, the B. L. paying the award and costs against which further claims are abandoned.

As far as the New Beaver Line is concerned, it was expressed as the sense of the meeting that we should use all efforts to handicap their Continental Business

922 *Petitioner's Exhibit 49*

and therefore all the lines agreed with the course taken in New York to appoint such of their Agents as they may successfully employ for doing this business, provided this would not lead to upset the arrangements with the existing Agents Organization. The firm of Pollowe, Mogilensky and Werner having, as you say, been very valuable to them, the Lines approved of their being appointed Conference Agents.

At the same time, it has been decided to apply to the German Government for the establishment of Control Stations at Myslowitz and Oderberg, by which the Beaver Line business could almost entirely be ex-
923 cluded from transportation through Germany. You will remember, that the impossibility of being represented at Oderberg, Myslowitz has always been a weak point in our and Star's relations with the German Lines, who, by their monopoly at the above places, practically prevented us from sending Galician passengers to Leipsic direct instead of via Vienna. This point will now very probably be regulated very soon, when we will be able to save our Galician Prepaid and Cash passengers from making a round about way. Once this being arranged, we will try to obtain from the Austrian Government the license for an Agency in Krakau, which would be absolutely neces-
924 sary, but which, however, has formerly been refused.

The Hapag now having obtained the concession in Austria, we expect that, with her and Red Star's assistance, we shall be able to break Missler's great power in Austria in the course of time.

As to the New Beaver Line's finally becoming a member to the N. A. P. C. and the Continental Steerage Agreement, we have perhaps been too optimistic in believing that in that case Messrs. Elder Dempster & Co. could be satisfied with the old Beaver Line's part of the business. But it was believed amongst British Lines that they might be willing to grant them

925

the share of the old Beaver Line, when Continental Lines would have to consider whether they could add something to the 6 per cent allotted to British Lines, to increase the new Beaver Line's share. To begin with, the Secretary has been instructed to ask British Lines for an explanation upon the subject, as has been done according to Rundschreiben 1051. But it might be well to await the results of the measures proposed, before entering into any such negotiations, in order to avoid excessive demands.

As a further means of checking the illegitimate carrying of Continental passengers by Canadian Lines, it might be advisable to apply to the U. S. Government for the enforcement of Immigration Laws at Canadian ports and along the Canadian frontier. It is a well known fact that passengers refused by Continental Lines on account of the restrictions applied to Emigrants landing at U. S. Ports, simply buy a ticket of a Canadian Line and so reach the United States unmolested. It is clear that the Continental Lines, by this system, are at a double disadvantage, firstly they lose the passengers, and secondly, the measure works against them, in favor of British Lines. When Mr. Larned was here, we put this matter before him, and we note with interest the remarks about Immigration through Canada in the Commissioner's report; but we doubt whether legislation upon the subject can be sufficiently enforced.

926

927

Just at this moment we receive Mr. Peter's circular in regard to Elder Dempster & Co., which will interest you and goes herewith. You will please keep it private, as it might not be well to let E. D. & Co., know that Continental Lines want them in. One thing is sure, that not all the passengers of continental origin the Beaver Line carries are Continental passengers in the sense of the Contracts. There is no doubt but that a very large percentage of Russian Jews, on leav-

928 *Petitioner's Exhibit 49*

ing the Continent, settle down in London for a long time, who perhaps never think of going to the United States, unless induced to do so later on when they become dissatisfied with conditions of life in London. But it is certain that London is just as much the destination point for emigrating Russian Jews, as are the United States. And we shall not at all be surprised when the British Government will face it some day with the same restrictions as are now applied in the United States. This would very likely be of great value to Continental Lines in controlling Continental business via Great Britain.

929 At the London Meeting some more names than those of Pollowe, Mogilewsky & Werner were mentioned as Agents doing Continental business for the Beaver Line, *i. e.*, Sachser and Kraus, Langwil & Co. We do not know whether the names are given right and whether the Agents are of any importance.

In minute 310 you will find that the difference about the rotation of Praesidium and Secretariat has been settled. Further, from minute 311, you will learn that Meetings of the Board of Secretaries will henceforth take place regularly every two months. We expect that this will help a great deal in future to avoid differences in regard to rates and other details.

930 In connection therewith we shall be pleased to be regularly informed of anything you think could be better arranged in Europe in due time before each meeting takes place.

We have before us your No. 328 of the 31st ultimo., in regard to Western Bureau's orders. We are sorry to see that there is misunderstanding between us upon this subject. As stated in our Cablegram dated Oct. 28th, we had been waiting for a recommendation of the New York Railway Committee, with a view to regulate this matter equally for all the Lines. What you say about the Western Bureau's rights under the

 931

Agreements, is all right, provided that united action is taken by all the Steamship Lines. This is what we have been seeking for—your letter does not state whether or not the Railroad Committee has met to discuss the subject and what has been the result. What we have said about the limit to the Western Bureau's right in comparison to what the Southern Pacific has done under the Agreement, was simply to indicate how far we would want to go and to make clear that the Western Lines should not expect more of their measure than it was really worth. There is in the first place Beschluss 276 prohibiting Agents 932
to draw orders on any one than on the Steamship Lines themselves. This clause is binding upon the Agents as well as the Steamship Lines themselves. Of course we could give this up but not without reopening the door to all irregularities in Railway business, which the Clause intended to do away with. We further wanted to make you understand that we would not, under any circumstances, give way to the idea the Western Lines might have that their orders were to be distributed all over Europe. We have always been averse of letting European Agents meddle with ticket orders and have always tried to make them all draw on us, when you might dispose of the routing of the passengers as you think fit. Of course, if you 933
say that it is desirable to distribute the Western Bureau's orders, we will do so as far as we are obliged to, but then we do not see why we should do what other parties to the Agreements refuse, and, if the carrying out of this part of the Railroad Agreement is in the interest of the Lines, we do not see why our invitation for a recommendation of the Railroad Committee has been left unheeded till now. We hear that Jhr. Reuchlin is coming over and think we can wait till we have had a chance to discuss the mat-

934 *Petitioner's Exhibit 49*

ter with him, but meanwhile would like to have your opinion.

We noted with interest what you say about the Melville case (Your No. 329) Leaving apart, for the moment, the question whether it would be justifiable to retain for Cabin Business a disqualified Steerage Agent; Mr. Boas' argument that Mr. Melville may now be expected to book all his passengers for the Beaver Line, is the strongest argument for retaining Mr. Melville as a Steerage Agent. Although notwithstanding it would be difficult to forego Minute 1106, Continental Lines might perhaps have reason
935 to insist upon closer investigation with a view to reinstation if the danger of Mr. Melville's connection with the Beaver Line really should become evident. We beg to remark that we have received no Conference Minute either Continental or of the N. A. P. C. dealing with the Melville matter.

We are,

Yours truly,
HOLLAND-AMERICA LINE.

At the London Meeting the question of what the Westbound Compensation rate will be after December 31st, 1899, has come up. It seems very desirable to
936 have it fixed as high as possible to prevent speculation in numbers. Lloyd opposed not even for 1900 but tried to defend the idea that it would have to remain unaltered during the continuation of the present Contracts. This is not correct, as the Compensation rate is subject to alteration by a vote of majority. A Special Meeting of the Board of Presidents will now be called upon to solve this matter.

Petitioner's Exhibit 50. 937

HOLLAND-AMERICA LINE.

Address for Telegrams
Americano Rotterdam.

Passenger Department.

Rotterdam, May 28, 1907.

No. 3081.

Holland-America Line,
New York.

Gentlemen:

We beg to own receipt of your No. 9898 of the 7th instant and beg to hand you annexed the list of our different European agents, which was not enclosed in our No. 2758. 938

Yours truly,
HOLLAND-AMERICA LINE,
A. R.

CONTROLSTATIONS.

J. Bouvain	Eydtkuhnen.
J. Abelmann	Bajohren.
I. Klein	Tilsit.
B. Grünmann	Insterburg.
M. Gotz	Prostken.
W. Woznianski	Illowo.
A. Oelsner	Ottlotschin.
P. Seltmann	Posen.
C. Hegner	Ostrowo.
M. Weichmann	Myslowitz.
J. Farkas	Ratibor.
F. Montanus	Ruhleben.
Mahler & Pietsch	Ruhleben.

939

940 *Petitioner's Exhibit 50*

AUSTRIA & HUNGARY.

Galicia. Max Vogel, Brajerowska 6 .. Lemberg.
Bohemia. D. Schick & Rosenbaum ..... Prag
Wenzelplatz 15.
Tyrol....Holland-America Line ... Innsbruck.
(H. Hirschebner)
Croatia. L. Masek & Co. ..... Agram.
Proradovicevtrg 8.
Austria. W. Krauseneck ..... Triest.
Via Pierluigi da Palestrina 8.

941 RUMANIA.

Internationale Transport Gesselschaft A. G.
Jassy.
Internationale Transport Gesselschaft A. G.
Bucarest.

SERVIA.

N. Christoff ..... Belgrad.

BULGARIA.

N. Christoff ..... Sofia.

TURKEY.

N. Christoff ..... Monastir.

942 FRANCE.

L. Desbois, 80 Rue de la Republique, Marseilles.

BELGIUM.

Raydt & Bruynseels ..... Antwerpen.
Rue des Peignes 6.

LUXEMBURG.

J. Thorn ..... Luxemburg.

Petitioner's Exhibit 51.

943

HOLLAND-AMERICA LINE.

Address for Telegrams
Americano Rotterdam.

Passenger Department.

Rotterdam, July 6th, 1906.

Holland-America Line,
New York.

Dear Sirs:

We duly received your cable of the 3rd inst., "East-side agents alarmed about competition volunteer-service. Agents consider reduction our prepaid rate 944
to zaganato ($34) at present sufficient meeting competition. Recommend its adoption reducing further if necessary provided low compensations rate granted. Roerloos (Papags) Libau service admitted to robbenspek (continental conference)," to which we replied

"Verbergen volonteer unicultor roerkuipen roffelen westbound postdampfer reduce ten marks."

We do not share your opinion. A sharp cut in rates means actual war and we remember too well our struggle with the Cunard in 1904 and its results that we do not feel like precipitating a war if we can avoid it.

945

In cutting the rates by $6 we may be certain to expect retaliation on the part of the Volunteer fleet and C. B. Richards. It would be the very thing the latter is waiting for in order to bring the matter in the newspapers with headlines, like "Rate struggle on the Atlantic imminent," etc., etc., in short advertising his firm and the New Line all over the United States and calling the attention of all the Conference's faithful agents forcibly to it, more forcibly than Richards will ever be able to do by mere circulars.

946 *Petitioner's Exhibit 51*

The present position in the westbound pool is: Hapag minus 7101, Nasm plus 5886, Lloyd minus 2387, Star plus 3602. Therefore the parties short of their share have to reduce and, as advised by cable today, they will do so by decreasing the rate by the ordinary 10 marks which for instance brings Hapag to a $34 rate, which is the one you had proposed for us. We need not point out to you that a through rate via Hamburg based on an ocean rate of $34 is considerably lower than if based on an ocean rate of $34 via Rotterdam. We may add to the above that where as we greatly fear to create a certain sensation
947 on the Eastside if we were to reduce suddenly by $6 we do not expect that the usual reduction of $2 by Hapag and Lloyd will be specially noted.

You understand of course that it is immaterial to the Pool taken as a whole, or even to any member of the Pool individually, from which port pool-passengers are taken away from the pool and the fact that same are to be taken away by the Volunteer Fleet from Rotterdam is not more disagreeable to us than if they were taken from Antwerp or Hamburg. Consequently we have no more reason than Lloyd, Hapag or Star to be alarmed about the new competition, at least as far as 3rd class business is concerned. As
948 to first class passenger and freight business we do not think that the Volunteer Fleet will do us considerable harm. Consequently, considering that no more harm is done to us, whether a passenger is lost to the Pool by passing through Rotterdam than by traveling via Hamburg, there is no particular reason why we should engage into a fight with the Volunteer Fleet at this moment. We may confidently predict that there is no chance whatever that the other Pool Lines would grant us a very low rate of compensation, in order that we adopt a rate of $34, whereas Hapag

is willing and in fact has to take this very rate of $34 without having any claim to a reduction of the rate of compensation for passengers carried at that rate. 949

What we fear most is that, if we, as a Rotterdam Line were at present to make a reduction of $6, which means war, the Volunteer Fleet, by the very fact that she will call at Rotterdam, would consider this a direct attack on her and would immediately meet the reduction. We would then have to go on and thereby cause a general reduction of all rates by all Pool Lines. We expect that from now until the end of the year the Pool will have to carry about 125000 3rd class passengers and every 10 Marks that the Pool Lines have to reduce per passenger means a loss of Mk. 1,250,000. 950

You will easily see that by precipitating a fight the Pool Lines may within a couple of months be the losers of several millions of marks. On the other hand, if the Volunteer Fleet with its fortnightly service will make from now until the end of the year say 12 sailings, they will do exceedingly well if they are able to take away 10000 passengers which means an object to the Pool Lines of utmost one million marks, but we do not believe that they shall be able to do that. Of course we do not know where we shall come to and whether we shall be able by obstructing the German frontier to make the Volunteer Fleet's service off Rotterdam so little profitable to them that they will give up calling at Rotterdam. For the moment however we would not consider it good policy to follow your advice and we hope to have convinced you of it. 951

We readily understand that our friends the East-side Agents are earnestly hoping for a reduction in our rate to $34 and lower which will give them a

Petitioner's Exhibit 51

952 chance of making enormous profits by settling for outstanding pedler business at cheap rates.

We take this standpoint that a semi-official Russian Line will not be popular with the Russian agents, Russian passengers and people at large. In the last war they have proved to be wretched sailors to whom no one should knowingly and willingly entrust his life. As regards Rotterdam as a port for what we might style illegitimate passenger business it is on the decline. For the last two years London business and business for the British Lines via here has rapidly decreased in consequence of the improved control on
953 the German border and in southern Germany.

We would kindly request you to keep us fully posted about the doings of this new competition on your side, and not get alarmed too soon.

Yours truly,
HOLLAND-AMERCIA LINE.

954

Petitioner's Exhibit 52. 955

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20091.

Name of Passenger.	Age.	Sex.
Maryjona Juskene	25	Female
Zofia Juskene	5	Female

Gulernia Kaurn
Paiviot Zanlu 956
Ginno Prissku
Paezta Prizku
Kaimor Juskzeliske Russia.
From Tilsit Germany
To New Britain, Conn.
Head Tax (No charge if booked to points in Canada
$4.00 if booked to points in U. S.)

Ocean passage 1/1/1/2/0 fares	$47.25
Head Tax	$8.00
European Rail 1/1/1/2/0 fares	$9.90
American Rail 1/2/0 fares	$2.10
Cash to be paid at	$ 957
	$67.25

Paid in full
August 24, 1911. $62.50
Less Commission $ 4.50

Remitted Net $62.75
Issued by M. R. Malinowsky
Place New Britain, Conn., April 3, 1911.
Purchased by Frank Juska
90 John Street, N. B.

958 *Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20092.

Name of Passenger.	Age.	Sex.
Petronella Pacaite	18	Female

959 Guleria Kanno
Panat Szaula
Paczta Triszku
Miestar Triszku
Russia
From Tilsit Germany.
To New Britain, Conn.
(No charge if booked to points in Canada
Head Tax $4.00 if booked to points in U. S.)

Ocean Passage 1/1/2/0 fares	$31.50
Head Tax	$4.00
European Rail -/1/2/0 fares	$6.60
American Rail -/1/2/0 fares	$2.10
960 Cash to be paid at	.....
	$44.20

Paid in full
August 24, 1911, 40.95
Less Commission $3.00

Remitted Net $41.20
Issued by M. R. Malinowsky
Place New Britain, Conn. April 3, 1911.
Purchased by Joseph Kenzura
20-22 Star Street, N. B.

Petitioner's Exhibit 52 961

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20093.

Name of Passenger.	Age.	Sex.	
Marchjona Juskene	24	Female	
Bronia Juskene	18 M	Female	962
Gubernia Kanna			
Paivcat Tilszin			
Paezta Tilszin			
Kaimor Judsenn			

Russia.

From Tilsit, Rotterdam, Germany.

To New Britain, Conn.

(No charge if booked to points in Canada.)

Head Tax ($4.00 if booked to points in U. S.)

Ocean Passage 1/1/2/0 fares	$42.75	
Head Tax	$ 8.00	
European Rail -/1/2/0 fares	$ 6.60	
American Rail -/1/2/0 fares	$ 2.10	963
Cash to be paid at	$	
	$52.85	

Paid in full

Oct. 10, 1911. $48.10

Less Commission $4.50

Remitted April 20, 1911. Net $48.35

Issued by M. R. Malinowsky.

Place New Britain, Conn., April 20, 1911.

Purchased by Tony Yuska

90 John St., N. B.

964 *Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20094.

Name of Passenger.	Age.	Sex.
Agota Gutauckute	19	Female

965 Gubernia Smorlkn
Paivait Wilkawizekin
Gmino Wisticio
Paczta Wisticio
Kaimor Pawistairei, Russia
From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head Tax ($4.00 if booked to points in U. S.)

Ocean Passage -/ /1/2/0 Fares	$28.50
Head Tax	$ 4.00
European Rail -/1/2/0 fares	$
American Rail -/1/2/0 fares	$ 2.10
966 Cash to be paid at	$
	$34.60

Paid in full
August 24, 1911. $31.35
Less Commission $ 3.00

Remitted April 20, 1911. Net $31.60
Issued by M. R. Malinowsky
Place New Britain, Conn. April 20, 1911.
Purchased by Antanon Yonaska
35 Lafayette Street, N. B.

Petitioner's Exhibit 52 967

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20095.

Name of Passenger.	Age.	Sex.	
Waicek Tuskuez	40	Male	
Amelia Soskon	16	Female	
Gulernia Grodzenska			968
Pawiot Belzstok			
Fabrubniki			
Gmina Kripin			
Paczta Knisin			
Kulikawska			
Wies Bogusana Russia			
From Prostken, Germany			
To New Britain, Conn.			
(No charge if booked to points in Canada.)			
Head Tax ($4.00 if booked to points in U. S.)			
Ocean Passage 2/1/2/0 fares		$57.00	
Head Tax		$ 8.00	
European Rail - 2/1/2/0 fares		$13.20	969
American Rail - 2/1/2/0 fares		$ 4.10	
Cash to be paid at		$	
		$69.10	
Paid in full			
August 24, 1911 $62.85			
Less Commission		$ 6.00	
Remitted April 27, 1911 Net		$63.10	

Issued by M. R. Malinowsky
Place New Britain, Conn. April 27th, 1911.
Purchased by Macei Sorhon
24 Gold Street, N. B.

970 *Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20096

Name of Passenger.	Age.	Sex.
Paulina Poplawska	25	Female
Bronislaw Poplawska	3-9	Male
971 Yuzef Poplawski	2-4	Male
Zofia Poplawska	10	Female

Gulenia Grodzenska
Pawiat Belzstok
Gmina Baceski
Paczeta Belstok
Wier Yarawcy, Russia.
From Prosthen, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head Tax ($4.00 if booked to points in U. S.)

Ocean Passage /1/2/2/0 fares	$59.50
Head Tax	$16.00
972 European Rail -/1/2/0 fares	$ 6.60
American Rail -/1/2/0 fares	$ 2.10
Cash to be paid at	$
	$77.60

Paid in full
March 11, 1912.
Less Commission $6.25

Remitted April 27, 1911. Net $71.35
Issued by M. R. Malinowsky
Place New Britain, Conn. April 27, 1911
Purchased by Peter Poplawski
55 Gurs Grove, N. B.

Petitioner's Exhibit 52 973

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20097.

Name of Passenger.	Age.	Sex.	
Kazimeras Kiveselis	22	Male	
Gubernia Kanno			974
Pawiat Kanno			
Gmina Bitigola			
Poczta Airagola			
Kaimus Gedgandu, Russia			
From Rotterdam, Germany.			
To New Britain, Conn.			
(No charge if booked to points in Canada.)			
Head Tax ($4.00 if booked to points in U. S.)			
Ocean Passage -/11/2/0 fares		$28.50	
Head Tax		$ 4.00	
European Rail -/1/2/0 fares		$	
American Rail -/1/2/0 fares		$ 2.10	
Cash to be paid at		$	975
		$34.60	
Paid in full			
Oct. 10, 1911. $31.35			
Less Commission		$ 3.00	
Remitted May 6th. Net		$31.60	

Issued by M. R. Malinowsky
Place New Britain, Conn. May 6, 1911.
Purchased by Frank Kweselis
112 Beaver Street, N. B.

976 *Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20098.

Name of Passenger.	Age.	Sex.
Veronika Koncewicz	22	Female
977 Yan Koncewicz	17	Male

Gubernia Suwalski
Powiat Leinoy
Gmina Pokrawska
Wies Wisoki Most.
Russia.
From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head Tax ($4.00 if booked to points in U. S.)

Ocean Passage 2/1/2/0 fares	$57.00
Head Tax	$ 8.00
European Rail -/1/2/0 fares	$
978 American Rail -/1/2/0 fares	$ 4.20
Cash to be paid at	$
	$69.20

Paid in full
August 24, 1911. $62.95
Less Commission $ 6.00

Remitted May 6 Net $63.20
Issued by M. R. Malinowsky
Place New Britain, Conn. May 6, 1911.
Purchased by Leon Konceiwicz
86 Orange St., N. B.

Petitioner's Exhibit 52 979

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20099.

Name of Passenger.	Age.	Sex.	
Kastanty Royaski	38	Male	
Gubernia Lomza			980
Powiat Mazaweska			
Gmina Stelimokaw			
Poxzta Tihaczin			
Wies Zlotaryia, Russia.			
From Rotterdam, Germany.			
To New Britain, Conn.			
(No charge if booked to points in Canada.)			
Head Tax ($4.00 if booked to points in U. S.)			
Ocean Passage -/1/1/2/0 fares		$28.50	
Head Tax		$ 4.00	
European Rail -/1/2/0 fares		$	
American Rail -/1/2/0 fares		$ 2.10	
Cash to paid at		$	981
		$34.60	
Paid in full			
Jan. 3, 1912.			
Less Commission		$ 3.00	
Remitted May 6th Net		$31.60	
Issued by M. R. Malinowsky			
Place New Britain, Conn. May 6, 1911.			
Purchased by Stanislaw Wisnewski			
94 Booth Street, N. B.			

982 *Petitioner's Exhibit 52*

To be Kept by Agent

THE URANIUM STEAMSHIP CO., LTD.

Direct

ROTTERDAM AND NEW YORK LINE

Prepaids.

No. 20100.

Name of Passenger.	Age.	Sex.
Francysek Kurnik	19	Male

983 Bytergut Schanau
Post Lindenan
By Cejbrzig
Insakasan
Germany.

Passenger arrived July 12, 1911.
From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head Tax ($4.00 if booked to points in U. S.)

Ocean Passage /1/1/2/0 fares	$28.50
Head Tax	$ 4.00
European Rail -/1/2/0 fares	$
984 American Rail -/1/2/0 fares	$ 2.10
Cash to be paid at	$
	$34.60
Less Commission	$ 3.00
Remitted May 6 Net	$31.60

Issued by M. R. Malinowsky
Place New Britain, Conn. May 6, 1911.
Purchased by Joseph Kurnik
16 Silver Street, N. B.

Petitioner's Exhibit 53. 985

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.
Prepaids.

No. 21491.

Name of Passenger.	Age	Sex	
Tofelia Waselek	32	Female	
Yousef Waselek	8	Male	
Anna Waselek	5	Female	
Stanislaw Waselek	3	Male	986
Wladyslaw Waselek	10 Mo.	Male	

Gubermia Lomza, Powiat Kalno
Gmina Lisie, Poizta Misienec
Wies Lipniki, Russia.

From Rotterdam, Germany.
To New Britian, Conn.
(No charge if booked to points in Canada.)
Head-Tax
($4.00 if booked to points in U. S.)

Ocean passage 2 1/2/2/0 fares	$73.25	
Head Tax	$20.00	
European Rail - /1/2/0 fares	$	
American Rail - 1/ /2/0 fares	$ 4.20	987
Cash to be paid at	$	
	$97.45	

Paid in full
Oct. 10 1911 $89.70
Less Commission $ 7.75

Remitted May 15 Net $89.70

Issued by M. R. Malinowsky
Place New Britian, Conn., May 15, 1911.
Purchased by Jakob Waselek
16 Silver Street, N. B.

988 *Petitioner's Exhibit 53*

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepaids.

No. 21492.

Name of Passenger	Age	Sex
Antoni Yonek	25	Male

989 Wilsnson Geoogenpeloe
Krip Geriatun,
Germany.

From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head-Tax
($4.00 if booked to points in U. S.)

Ocean Passage / /1/2/0 fares	$28.50
Head Tax	$ 4.00
European Rail - /1/2/0 fares	$
American Rail - /1/2/0 fares	$ 2.10
990 Cash to be paid at	$
	$34.60

Paid in full
December 12, 1911.
Less Commission $3.00

Remitted May 15 Net $31.60

Issued by M. R. Malinowsky
Place New Britain, Conn,
Purchased by Alekeomder Yanek
18 Clark Street, N. B.

Petitioner's Exhibit 53

991

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepaids.

No. 21493.

Name of Passenger	Age	Sex
Juozas Shirka	19	Male
Gubernia Suwalka		
Powiat Maryompoles		
Guina Antonaws		
Poczta Maryampolas		
Kaimus Czuiniske, Russia.		

992

From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head Tax
($4.00 if booked to points in U. S.)

Ocean Passage - /1/2/0 fares	$28.50
Head Tax	$ 4.00
European Rail - /1/2/0 fares	$
American Rail - /1/2/0 fares	$ 2.10
Cash to be paid at	$
	$34.60

993

Paid in full
December 27, 1911.

Less Commission	$ 3.00
Remitted May 15 Net	$31.60

Issued by M. R. Malinowsky
Place New Britain, Conn., May 15, 1911.
Purchased by Antonas Shirka
328 Park Street, N. B.

994 *Petitioner's Exhibit 53*

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepaids.

No. 21494.

Name of Passenger	Age	Sex
Anna Yazupowicute	20	Female
Gubernia Suwalka		
Powiat Kaluraryios		
995 Gmina Lubawo		
Poczta Kalwaryios		
Kaimas Senabudis,		
Russia.		

From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head Tax
($4.00 if booked to points in U. S.)

Ocean Passage / /1/2/0 fares	$28.50
Head Tax	$ 4.00
European Rail - /1/2/0 fares	$
996 American Rail - /1/2/0 fares	$ 2.10
Cash to be paid at	$
	$34.60

Paid in full
Oct. 10, 1911. $31.35
Less Commission $3.00

Remitted May 23, 1911. Net $31.60

Issued by M. R. Malinowsky
Place New Britain, Conn., May 23, 1911.
Purchased by Yurgis Yazupowicz,
34 Chestnut Street, N. B.

Petitioner's Exhibit 53 997

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepaids.

No. 21495.

Name of Passenger	Age	Sex	
Yanina Okula Gubernia Lomza Powiat Mazawecka Gmina Stelmokowes Poczta Pickoczin Wies Lupukawa, Russia.	18	Female	998

From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head-Tax
($4.00 if booked to points in U. S.)

Ocean Passage / /1/2/0 fares	$28.00	
Head Tax	$ 4.00	999
European Rail - /1/2/0 fares	$	
American Rail - /1/2/0 fares	$ 2.10	
Cash to be paid at	$	
	$34.60	

Paid in full
Oct. 10, 1911. $31.35
Less Commission $ 3.00

Remitted May 23, 1911 Net $31.60

Issued by M. R. Malinowsky
Place New Britain, Conn., May 23, 1911.
Purchased by Wicenty Okula,
14 Gold Street. N. B.

1000 *Petitioner's Exhibit 53*

To be Kept by Agent.

THE URANIUM STEAMSHIP CO., LTD.

—Direct—

ROTTERDAM and NEW YORK LINE.

Prepaids.

No. 21496.

Name of Passenger	Age	Sex
Rozalia Ozga	30	Female
Triczy Kluchert		
1001 Dalgaw Beir		
Spadan in Prusy		
Germany.		

From Rotterdam, Germany.
To New Britain, Conn.
(No charge if booked to points in Canada.)
Head-Tax
($4.00 if booked to points in U. S.)

Ocean Passage - /1/2/0 fares	$28.50
Head Tax	$ 4.00
European Rail - /1/2/0 fares	$
American Rail - /1/2/0 fares	$ 2.10
1002 Cash to be paid at	$
	$34.60
Paid in full December 12, 1911. Less Commission	$ 3.00
Remitted June 20, 1911. Net	$31.60

Issued by M. R. Malinowsky
Place 487 Main St., June 20, 1911.
Purchased by Andzie Ozga,
63 Franklin St., N. B.

Petitioner's Exhibit 54.

1003

This notice to be sent to the Passenger.

THE NORTHWEST TRANSPORT LINE.

No. 10826 ROTTERDAM-NEW YORK

No money will be refunded without the return of this notice and of the purchaser's receipt. The official tickets will be sent direct to the passenger by the Atlantic Express, 30 Glashaven, Rotterdam.

(Cabin) Date Sept. 6, 1910.

I have today bought Tickets for Divoire Beckerman 1004
(Passengers Name and Address) one adult
..... two Children
Hinde & Sara ..... Age 5-6 yrs.
..... Infant
..... Under 1 year.

I have made a contract with the North West Transport Line for your passage, subject to the conditions on the reverse of this notice, but under no circumstances must you leave your town until the tickets and instructions have been sent to you. If after 20 days you receive no instructions, then write the Atlantic Express, 30 Glashaven, Rotterdam, Holland, for instructions. 1005

Bought of Vesley & Co. Agent
Purchaser signs here) Samuel Beckerman
At .....

According to the immigration laws of the United States, contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

1006 *Petitioner's Exhibit 54*

If the purchaser of this ticket should desire the same to be cancelled, this receipt, together with the contract and the notice to the passenger, must be returned. The amount paid less agent's commission and the usual cancellation fee, will be refunded only if above named documents are returned and only after notice of cancellation has been received from the Company's head office in Europe. Reasons for cancellation must be plainly stated.

If for any reason the passenger cannot be forwarded on a steamer of the North West Transport Line, purchaser agrees to claim only the amount paid
1007 less the deduction as above.

Passengers must not start from home before they receive full instructions from the Company.

All expenses resulting from a disregard of this notice will be charged to the purchaser.

Each passenger is entitled to free transportation of baggage not exceeding ten cubic feet in measurement and $25 in value. In case of loss occasioned through negligence of the vessel or its representatives it is hereby agreed that the damages will not exceed the sum of $25 unless the baggage was shipped as freight and an additional charge paid therefor.

1008

Petitioner's Exhibit 55. 1009

Receipt for Beckerman Ticket (Exhibit 54).

(This exhibit is missing.)

1010

1011

1012

1013

1014

Petitioner's Exhibit 56. 1015

M. WOZNIANSKI,

Agent of the North German Lloyd and Hamburg-America Lines.

Bremen Hamburg
Telephone No. 5.

Illowo Ostpr., den 11

Telegram Address:
Controlstation
Illowo Ostpr.

My Dear Husband: 1016

An accident has befallen me in the steamship office and I am compelled to return this ticket. Please be quick and send me a second steamship ticket on the Rotterdam line, because my baggage is waiting down there for me. Send it as quick as possible so that I should be able to go with the next steamer. Your wife who writes this letter in tears.

DEBORAH BECKERMAN.

Mr. Beckerman:

The steamship ticket which your wife has, is not good and she cannot go on this ticket. You should seek to buy a new one for her, another steamship ticket from the Holland-Amerika line, Rotterdam. Because the baggage is sent to Rotterdam and is sent to her there. This steamship ticket we are returning to you. 1017

1018 *Petitioner's Exhibit 57*

M. WOZNIANSKI

Illowo Ostpr., Kr. Neidenburg.

Illowo
R
(Kr. Neidenburg)

Einschreiben.

No. 434. 1307

Illowo
40 40

Deutsches Reich

1619 Sam Beckerman

43 Clinton Str. Yonkers.

67334
New York
96258

America

Petitioner's Exhibit 57.

Receipt for the Purchaser.

1020 No. 22980. 8103

The Uranium Steamship Co., Ltd.

Direct

ROTTERDAM and NEW YORK LINE

Received from M Helena .....
Wlodarska .....
..... 38.10 .....Dollars
for the passage of Bolestonwa .....
Wlodarska .....
from Otlotshin .....

Petitioner's Exhibit 57 1021

to Trenton, N. J. .....
1 Adult .....
..... children aged ..... years
.....infant
W. Wierski .....Agent

According to the immigration laws of the United States, contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

1022

If the purchaser of this ticket should desire the same to be cancelled, this receipt together with the contract and the notice to the passenger, must be returned. The amount paid, less agent's commission and the usual cancellation fee will be refunded only if above-named documents are returned and only after notice of cancellation has been received from the company's head office in Europe. Reasons for cancellation must be plainly stated.

If for any reason the passenger cannot be forwarded on a steamer of the Uranium Steamship Co., Ltd., purchaser agrees to claim only the amount paid less the deduction as above.

Passengers must not start from home before they receive full instructions from the Company. 1023

All expenses resulting from a disregard of this notice will be charged to the purchaser.

HEAD TAX COLLECTED.

(Written across the face of the above receipt in red pencil): Zurück Ottl. 15. XII 1911.
(Stamped below in red): Arthur Oelsner Ottloschin.

1024 *Petitioner's Exhibit 57*

This contract is to be sent to the Passenger.

The Uranium Steamship Company, Ltd.,

DIRECT ROTTERDAM and NEW YORK LINE

No. 22980

No money will be refunded without the return of this contract and of the purchaser's receipt. The official tickets will be sent direct to the passenger by the Atlantic Express, 2 Oranjestraat, Rotterdam.

Date Nov. 15 1911.

1025 PREPAID TICKET IN FAVOR

.....Adults
.....Children
Passengers

of Balaclanva Wlodarska

name and address.

.....yrs.
.....infant
under 1 year.

.....

I have made a contract with the Uranium Steamship Company, Ltd., for your passage, subject to the conditions on the reverse of this notice, but under no
1026 circumstances must you leave your town until the instructions have been sent to you. If after 20 days you receive no instructions, then write to the Atlantic Express 2 Oranjestraat, Rotterdam, Holland, for instructions.

Bought of W. Wierski, Agent.

At Trenton, N. J.

Passenger signs here

Wlodarska

Head Tax Collected.

Suitable means of transportation for passengers and baggage from the wharf used by said carrier as a

Petitioner's Exhibit 57

1027

landing place, or from the vessel's side at the port of New York to the station of the immigration authorities will be provided without additional charge, but said carrier shall not be liable for any damage or loss occasioned to the passenger by personal injury or loss or detention of, or injury to property or baggage or otherwise during such transportation or thereafter.

According to the immigration laws of the United States contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

1028

If the purchaser of this ticket should desire the same to be cancelled, the purchaser's receipt and this contract must be returned. The amount paid, less agent's commission and the usual cancellation fee, will be refunded only if the receipt and contract are returned and only after notice of cancellation has been received from the Company's head office in Europe. Reasons for cancellation must be plainly stated.

If for any reason the passenger cannot be forwarded on a steamer of The Uranium Steamship Co., Ltd., purchaser agrees to claim only the amount paid less the deduction as above.

Passengers must not start from home before they receive full instructions from the company.

1029

All expenses resulting from a disregard of this notice will be charged to the purchaser.

Each passenger is entitled to free transportation of baggage not exceeding ten cubic feet in measurement and $20 in value. In case of loss occasioned through negligence of the vessel or its representatives it is hereby agreed that the damages will not exceed the sum of $20 unless the baggage was shipped as freight and an additional charge paid therefor.

1030 *Petitioner's Exhibit 57*

In consideration of accepting this ticket it is hereby agreed that if for any reason whatever the passenger cannot be forwarded on a steamer of The Uranium Steamship Company, Ltd., the purchaser will claim and accept only the amount paid for the ticket less the deduction as above mentioned.

(Written across the face of the ticket in red pencil): Zurück Ottl. 15. XII 1911.
(Stamped below in red): Arthur Oelsner Ottloschin.

67 N Y 16 C I
1031 Illowkrneidenburg Dec 5 11

Helena Wlodarska
Trenton, N. J.
(Poplar St 73)

Sendet telegrafisch Hundert Rubel Schiffskarte Ungultig.

BOLESLAWA KONTROLLSTATION
Illowo ostpr

340

Translation:

67 N Y 16 C I
Illowkrneidenburg Dec 5 11
1032
Helena Wlodarska
Trenton, N. J.
(Poplar St. 73)

Send by telegraph hundred roubles Steamship ticket no good.

BOLESLAWA KONTROLLSTATION
Illowo ostpr

3.40

Petitioner's Exhibit 58. 1033

This slip to be handed to purchaser.

HOLLAND-AMERICAN LINE

Received July 17, 1911.
From Frank Kreselin (Purchaser)
$46.10 Dollars (46.10)
in part for Ocean Passage of Kozmen Kresiler passengers from Rotterdam, Boulogne-Sur-Mer to New York as per contract ticket No. D 4506 this day delivered to, accepted and signed by said purchaser for said passengers; and in part to be applied to procuring 1034
transportation for said passengers from
to Rotterdam, and from New York to New Britain, Conn., and for head tax and payment to passengers as mentioned in said ticket.

And I further acknowledge that said ticket has been delivered to me by the purchaser to be forwarded to the Company at Rotterdam for delivery to said passengers, but to be deemed in force from date hereof.

M. R. MALINIEWSKY,
Agent.

1035

1036 **Petitioner's Exhibit 59.**

March 7, 1910.

Personal and Confidential.

Proceedings of Meeting

of the

TRANS-ATLANTIC PASSENGER CONFERENCES

with the

ADVISORY COMMITTEE

Immigrant Bureau

1037

Western Passenger Association

Held in the rooms of the Trans-Atlantic Passenger Conferences, New York, November 10, and 11, 1909.

Present:

Steamship Lines

Allan Line, Geo. Hannah.

American, Dominion, Red Star, W. W. Jefferies.

White Star and White-Star, R. H. Farley, A. S. Anderson.

Dominion Lines, R. F. McFarlane.

1038 Anchor Line, W. J. Reilly.

Austro-Americana Line, C. H. Phelps, Jr.

Canadian Pacific R. R., Atlantic S. S. Lines, W. G. Annable.

Cunard Line, R. L. Walker, H. H. Kellerman.

Fabre Line, D. H. E. Jones.

French Line, C. Treyvoux.

Hamburg-American Line, Emil Lederer.

Holland-America Line, A. C. H. Nyland.

Italia, La Veloce and Navigazione, Generale Italiano, represented by proxy.

Petitioner's Exhibit 59

1039

Lloyd Italiano and Prince Lines, O. L. Richard.
Lloyd Sabaudo, represented by proxy.
North German Lloyd Line, Herman Winter, E. Salzer.
Russian-American Line, M. Strauss.
Scandinavian-American Line, A. E. Johnson.
Sicula-Americana Line, represented by proxy.
Spanish Line, represented by proxy.
Mr. Lawson Sandford, Secretary.

Rail Lines.

1040

A. T. & S. F. Ry., represented by Chairman.
C. & N. W. Ry., C. A. Cairns, A. M. Johnson.
C. B. & Q. R. R.
C. M. & St. P. Ry., A. F. Merrill.
C. R. I. & P. Ry., Jno. Sebastian.
Mo. Pac. Ry., B. H. Payne.
Un. Pac. R. R., E. L. Lomax, J. B. De Friest.
Eben E. MacLeod, Chairman.
E. F. Burnett, General Agent.
T. Thompson, Secretary.

Also Present:

Canadian Pacific R. R., Robt. Kerr, Allan Cameron.
Southern Pacific Co., L. H. Nutting.

1041

On motion Mr. MacLeod was elected chairman of the meeting.

It was stated that this conference was arranged for by the Steamship Lines who desired to discuss with the Advisory Committee of the Immigrant Bureau some proposed changes in the understanding between the Rail Lines and Steamship Lines and such other matters of mutual interest as might be presented.

1042 *Petitioner's Exhibit 59*

Eastbound Trans-Atlantic Steamship Traffic.

Before proceeding with the regular docket Mr. Winter on behalf of the Steamship Lines stated that the latter had at a meeting the previous day adopted the understanding covering Eastbound steamship traffic from Western Territory to European destinations, which had been the subject of negotiations and correspondence between the Rail and Steamship Lines, as amended to include business passing through the Missouri River Gateways, and as advised in Chairman
1043 McLeod's letter to Secretary Sandford dated New York, November 9, 1909.

In advising of this action Mr. Winter stated that it had been adopted as a tentative arrangement and expressed the hope that eventually, if it were found to work satisfactorily, the understanding might be placed upon the basis of 10 per cent commission with maximum of $1.50 from all territory.

Secretary Sandford then advised that as giving effect to the arrangement Railroad Committee Report No. had been issued to all Steamship Lines giving the details of same as effective November 1, 1909, and that telegrams had also been sent to the Chicago and California Committees of the Trans-At-
1044 lantic Passenger Conferences to the same effect.

The promulgations in question are attached hereto as addenda and made part of the record hereof.

(a) *Eastbound traffic from California.*

In response to a query on the part of the Chairman as to whether it would be possible to control the traffic eastbound from California in accordance with the wishes of the Routing Committee the same as was being done on westbound traffic, reply was made on behalf of the Steamship Lines that they could and would absolutely control it.

Petitioner's Exhibit 59

1045

(b) *Non-membership Conference Lines.*

In reply to a query as to whether all Steamship Lines were members of the Conference it was stated that the only lines not members were the Northwest Transport Co. and the two Greek Lines, viz: National Steam Navigation Co. Limited and Hellenic Trans-Atlantic S. S. Co.

(c) *Routing of Traffic from the Twin Cities.*

Another point raised was, whether in routing the traffic between say, Twin Cities and Chicago in case dissatisfaction should arise between the interested rail 1046
lines between those points, with the manner in which the traffic was being carried leading to the expressed desire upon the part of one such line to withdraw from the arrangement, the Steamship Lines would assure the Rail Lines that their instructions through the Routing Committee would be observed.

Assurances were given that this would be done and if necessary in order to bring same about resort would be had to a "friendly demonstration" by the Steamship Lines.

(d) *Traffic through Memphis and New Orleans.*

Query was made as to whether the Steamship Lines 1047
had taken steps to cover traffic through Memphis and New Orleans gateways in order to protect Western Lines parties to this understanding. It was stated on behalf of the Rail Lines that it would be necessary that a similar understanding be arrived at by the Steamship Lines with the interested Rail Lines covering traffic through these gateways. Reply was made that this would be taken up at once with the interested Rail Lines with this object in view; that it was the purpose of the Steamship Lines to leave open no loophole for this traffic.

1048 *Petitioner's Exhibit 59*

(e) *Traffic from the Twin Cities already contracted for by Rail Lines.*

During the discussion the point was made that one of the Rail Lines from the Twin Cities having a contract with the Steamship Lines for the handling of this traffic on a higher commission basis had cancelled same but that it was understood that another rail line similarly situated had not done so and the opinion was expressed by the Rail Lines that the responsibility for bringing about a cancellation of this agreement rested with the Steamship Lines under this
1049 understanding.

It was further stated that when this question was considered by the Rail Lines it was their understanding, in recording affirmative expressions thereon, that the Steamship Lines were in position to absolutely control this situation and would do so; that if it were found that any of the Rail Lines had any contracts with any of the Steamship Lines on a more favorable basis than that covered in the understanding, the Steamship Lines would be expected to bring about an immediate cancellation thereof. The Rail Lines further stated that if this could not be done it would have a weakening effect on the understanding at once and
1050 would practically nullify it.

(f) *Traffic from the Twin Cities contracted for by Steamship Lines.*

Further discussion developed the fact that pending negotiations for the adoption of this arrangement certain Steamship Lines had contracted for the transportation of some of this traffic with certain rail lines from the Twin Cities to European destinations during the holiday season on a more favorable basis than covered in the understanding; that it was the desire of the Steamship Lines that they be protected on such

1051

traffic, tickets for which had been sold or on which deposits had been made prior to November 11, 1909, for certain steamers for sailings on certain specified dates between this time and the holidays; also that they be protected on such business similarly contracted for which may have moved prior to November 11; that furthermore as this traffic moved in parties and it might be impracticable to separate such parties it was desirable so far as possible that they be kept together but that every effort would be made to divide these among the Rail Lines as might be found to be convenient or practicable in accordance with the request of the Joint Routing Committee.

1052

Understanding was reached that the Rail Lines would protect the Steamship Lines on the traffic referred to for the period named, on condition that the Steamship Lines would immediately furnish the Joint Routing Committee, through General Agent Burnett, with complete report of all such tickets issued, point of origin, name of passenger, number of steamship order, destination, departure from Atlantic port, name of same and date; for business ticketed November 1 to 10 inclusive, issuing line and form and number of rail ticket.

In reply to inquiry as to the amount necessary to protect the Steamship Lines under such contract the statement was made by one of the Steamship representatives that the amount was $2.75 per ticket to which no dissent was recorded.

1053

The chairman then asked if there was any objection on the part of any interest to the understandings above recorded and hearing none, he announced that the record would be shown accordingly.

(g) *Limitation of Arrangement.*

Attention was then called to the further suggestion of the Rail Lines as covered in letter of Chairman

1054 *Petitioner's Exhibit 59*

MacLeod to Secretary Sandford of November 9th, that there be an understanding as to limitation of the arrangement covered in the following which was adopted at the meeting of the Advisory Committee November 9th:

"Recommended. That this understanding take effect November 1, 1909, and shall continue thereafter subject to a ninety days written notice of withdrawal by either the Steamship Lines or the Advisory Committee of the Immigrant Bureau with the Southern Pacific, but a notice of withdrawal by one or more Steam-
1055 ship Lines or Railroad Lines shall not be considered as a cancellation of the understanding between the other Steamship Lines and Railroad Lines parties hereto."

Mr. Winter on behalf of the Steamship Lines stated that this was satisfactory to them and that it would be satisfactory to have it embodied in and as part of the understanding.

It was also recorded that the understanding was adopted mutually by the Rail and Steamship Lines as tentative, to be subject to further consideration as time would no doubt develop other features in connection therewith which should be given consideration, some of which have been touched upon in a previous part of this record.

1056 It was further understood that a letter would be addressed by the Chairman of the Advisory Committee to the Steamship Lines embodying the understanding to which the Steamship Lines would reply in acceptance, similar to that which passed between the Chairman of the Central Passenger Association and the Steamship Lines.

The amended and complete understanding as covered herein together with the letter of Chairman MacLeod to Secretary Sandford of November 9th (previously referred to), are shown below in their order as a matter of record.

(Quote.)

Petitioner's Exhibit 59

1057

Afternoon Session, November 10th.

SUGGESTED AMENDMENTS TO THE RAIL AND STEAMSHIP AGREEMENT.

The chairman stated that just prior to leaving Chicago for New York to attend this conference he had been furnished with a memorandum of the changes suggested by the Steamship Lines in the articles of the Agreement between the Steamship and Rail Lines and that while it had been given some attention at the meeting of the Advisory Committee Meeting at New York, November 9th, it seemed necessary in order to develop what was desired in connection therewith, to await the joint consideration thereof at this meeting, and that therefore, the matter was now before the meeting for action.

1058

The Chairman further stated that in the consideration of the question it should be borne in mind that it merely had relations to amendments of the Agreement now existing between the Rail and Steamship Lines and that should any changes or amendments be made it would still continue in effect such agreement with the changes referred to. In other words, that the present agreement would still continue in full force and effect with such modifications or amendments as might by mutual consent be adopted at this meeting.

1059

It was stated on behalf of the Steamship Lines that the changes or modifications in the agreement which they suggest had been developed as the result of experience in working thereunder in past years, that the questions raised in each case had been noted on the document which was referred to by the Chairman.

It was understood that the articles would be considered *seratim* and that where no changes were suggested they would be passed.

1060 *Petitioner's Exhibit 59*

Article 1, Paragraph 1. No change.

Article 1, Paragraph 2.

The party of the second part comprises the Rail and transporation companies constituting the Immigrant Bureau of Western Lines specified in attached Appendix B, the Southern Pacific Co. and such additional rail and transportation companies, as may hereafter become parties hereto.

Comments of Steamship Lines.

1061 In the reprints made about 1905, name of Canadian Pacific is dropped here and wherever else it had appeared. Canadian Pacific was a party to the original agreement. What is the present status?

It was explained that reference to the Canadian Pacific R. R. was stricken out of the Agreement by request of the latter company upon advice of counsel and that an understanding had been drawn up in lieu thereof between the Canadian Pacific R. R. and the Rail Lines which was identical with their previous obligations under the original agreement.

The explanation was accepted as satisfactory.

Article 1, Paragraph 3. No change.

Article 2, Paragraph 1.

1062 The party of the first part shall deliver to the joint representative designated by the Joint Routing Committee of the party of the second part all westbound steerage passengers and other passengers holding immigrant rail orders whatsoever (this shall include all orders of the party of the first part routed via Coastwise Steamship Lines) carried on the steamships of the party of the first part and landed at United States Atlantic ports (Portland not included) when destined to a point west of the eastern termini of the party of the second part, at the through fares as applied to westbound trans-atlantic immigrant traffic:

Petitioner's Exhibit 59

1063

Orders of the party of the first part routed via Coastwise Steamship Lines to be forwarded by the party of the second part via the Coastwise Steamship Lines via which routed when booked at the regular published rates of such lines upon the condition that when the business is destined to a point west of the eastern termini of the party of the second part it shall be routed for said territory by the party of the second part.

Comments of Steamship Lines.

1064

This should be made even more comprehensive, conform to present necessities and conditions, and cover all westbound passengers holding immigrant rail orders wheresoever booked including bookings for cash on arrival at landing port of U. S. Immigration Station. Rail Routing to be over such routes as passengers might ordinarily be induced to travel.

Commenting on the reference to routings in the paragraph above referred to, it was explained by the Steamship Lines that a number of cases had recently occurred where complaints had been made that passengers had been sent to their destinations by what seemed to be unnecessarily circuitous rail routes and that it was desired that an understanding be reached which would prevent similar complaints in the future.

1065

The situation was discussed at length during which the point was made, taking into consideration the large volume of traffic handled in years past under the agreement, comparatively few complaints of this character had been made.

During the consideration of the question it was explained that whenever a passenger signified his desire to be forwarded by a certain rail route his wishes had been respected by the Joint Routing Committee.

An understanding was reached that in cases such as referred to the steamship lines would take the mat-

1066 *Petitioner's Exhibit 59*

ter up with the Joint Routing Committee, which upon explanation of the facts would respect such routings as requested, provided such requests were not so numerous as to interfere with the routings of the rail lines.

Discussion then reverted to the first sentence of the suggestions of the steamship lines under this heading wherein "wheresoever booked" appears.

It was explained that this question had arisen by reason of the fact that a passenger would be booked in Europe say, to New York and that while still on the steamer he would conclude to purchase a ticket to an inland destination in the territory covered by the West-
1067 ern Lines; that his final destination would not be shown on the ship's manifest but would still show the passenger as destined to New York; and it was desired by the steamship lines that this particular feature should be fully covered as they considered that they were entitled to the commission thereon.

An understanding was reached that this feature would be covered by amending Article 3, Paragraph 1, by the insertion of the following expression after the word "destination," viz: "on all westbound passengers holding inland immigrant orders landed at Ellis Island and ticketed by rail lines at Ellis Island."

The rail lines agreed to pay on such business with
1068 the understanding that orders for such tickets could only be sold on board of the steamer or at the dock while the passenger was still under the supervision and control of the steamship company, before arrival at Ellis Island. The order for the rail ticket to be exchanged only at Ellis Island on the day of arrival of the passenger from the steamer, except in cases where the passenger is longer detained by action of government authorities.

Note: This is covered under consideration of Article 3, Paragraph 1.

Petitioner's Exhibit 59

1069

Article 2, Paragraph 2.

It was understood that the amendment made to Paragraph 1, Article 3, covered the points made by the steamship companies in connection with this paragraph, hence, it was passed.

Article 2, Paragraph 3. Passed.

Article 2, Paragraph 4.

The parties hereto obligate themselves not to permit the conversion of steerage passengers or other passengers holding immigrant rail orders to first or second-class for the purpose of removing such business from the control of this agreement.

1070

Comments of Steamship Lines.

There is no "conversion" except on specific request of passengers, which the railroads fully understand.

Tariffs of Immigrant Rail Fares.

Provision should be made for these. Point out unsatisfactory facilities afforded by Trunk Line Association's immigrant tariffs and supplements. Any conditions respecting such fares should be subject to mutual consent.

1071

With regard to the first paragraph of the suggestions of the steamship lines above referred to, no action was deemed necessary.

Concerning the second paragraph of the suggestions covering tariffs of immigrant rail fares, explanation was made as to the difficulties of the rail lines in getting out their tariffs which the steamship lines understood and accepted.

1072 *Petitioner's Exhibit 59*

Article 3, Paragraph 1.

The party of the second part shall pay the party of the first part its proportion (except when as the receiving line it pays the entire commission) of a commission allowance of 10% and no more of the maximum through immigrant rate from New York to destination; Provided, that effective May 1, 1904, the maximum commission from New York to destination shall be $4.00 so long as the Trunk Lines pay their present rates of commission. Any change in the latter to likewise change said maximum. The party of the
1073 second part further agrees that it will not pay any commission allowance to any Trans-Atlantic Steamship Line not included in the party of the first part or to any other party or parties on the business subject to this agreement.

Comments of Steamship Lines.

It is pointed out that limitation of the commission as appearing in caps in the 1905 reissue by the railroads, interjects a proviso which was not part of the 1897 agreement. What is the object?

Question is asked, is the last sentence of this paragraph being observed by the railroads—not to pay any
1074 commercial allowance to any steamship line or any other party or parties on business covered, who are not recognized as parties to the agreement?

This was covered by the amendment to Article 3, Paragraph 1, suggested in the discussion under Paragraph 1, Article 2, by the insertion of the following clause, viz: "On all westbound passengers holding inland immigrant rail orders landed at Ellis Island and ticketed by rail lines at Ellis Island."

The paragraph as amended reads as follows:

Petitioner's Exhibit 59

1075

"The party of the second part shall pay the party of the first part its proportion (except when as the receiving line it pays the entire commission) of a commission allowance of 10% and no more of the maximum through immigrant rate from New York to destinations ON ALL WESTBOUND PASSENGERS HOLDING INLAND IMMIGRANT RAIL ORDERS LANDED AT ELLIS ISLAND AND TICKETED BY RAIL LINES AT ELLIS ISLAND; PROVIDED, THAT EFFECTIVE MAY 1, 1904, THE MAXIMUM COMMISSION FROM NEW YORK TO DESTINATION SHALL BE $4.00 so long AS THE TRUNK LINES PAY THEIR PRESENT RATES OF COMMISSION. ANY CHANGE IN THE LATTER TO LIKEWISE CHANGE SAID MAXIMUM. The party of the second party further agreees that it will not pay any commission allowance to any Trans-Atlantic Steamship Line not included in the party of the first part, or to any other party or parties on the business subject to this agreement."

1076

In explanation of the expression appearing in caps in the article shown reading:

"Provided, that effective May 1, 1904, the maximum commission from New York to destination shall be $4.00 so long as the Trunk Lines pay their present rates of commission. Any change in the latter to likewise change said maximum" it was stated that the object of this was to provide against any change in the basis of commissions paid by the Trunk Lines. For instance, should they discontinue same or change their rate of commission, that any such change would necessitate corresponding changes in the present through commission.

1077

This explanation was accepted as satisfactory.

With regard to the second question, the answer of the rail lines was in the affirmative.

1078 *Petitioner's Exhibit 59*

In reply to a query by the steamship lines as to whether under this article any steamship company not a member of the Conference would be paid a commission, response on behalf of the rail lines was that they would not.

The question was then asked if Peter McDonnell would pay such commissions, which in turn, would have the effect of payment of commissions to non-conference lines, such as the Northwest Transport Company, by western rail lines.

The reply was made by a representative of a rail line on behalf of Mr. McDonnell that he would not.

1079 In reply to a query, Mr. Robt. Kerr, of the Canadian Pacific stated that they paid the Northwest Transport Company; that this was done to meet the competition of the Grand Trunk Railway.

In this connection Mr. Kerr stated that the Canadian Pacific were absorbing the through commission paid to the Northwest Transport Company and that in no case were western lines participating therein.

In reference to the payment of commissions to the Northwest Transport Company an understanding was reached that the question would be taken up with the Grand Trunk Canadian Pacific and Intercolonial Railways, with the view to having them discontinue the

1080 payment of commissions through Canadian Ports to outside lines.

This brought out the fact that the Immigrant Bureau lines were furnished with no figures or statistics of immigration through Canadian ports; that although requests had been made on the Canadian Pacific for such figures, same had been declined.

In answer to a query as to whether the Canadian Pacific were parties to the Immigrant Agreement, the Chairman replied that they were, through American ports only, by direct agreement between the Canadian Pacific R. R. and the Immigrant Bureau lines, but

1081

that this did not have any relation to business through Canadian ports.

Proposed Inclusion of Canadian Lines in the Understanding.

The question was raised as to whether the understanding could not cover all the Canadian Lines through Canadian Ports.

Motion was offered that committee consisting of rail and steamship lines be appointed to confer with the Canadian Lines with the view to securing their membership in the agreement covering immigrant traffic through Canadian ports; and that in connection with the negotiations with these lines they also have in mind the discontinuance of payment of commissions to non-conference lines.

1082

This motion was adopted, and the Chairman appointed the following committee:

Messrs. Herman Winter and Emil Lederer, representing the steamship lines, and Messrs C. A. Cairns, E. L. Lomax and (upon suggestion of the meeting) Chairman MacLeod of the Advisory Committee, representing the rail lines.

It was understood that this committee would take action as promptly as possible.

1083

Individual Rail Orders in Europe.

Article 3, Paragraph 2.

The party of the second part shall pay to the party of the first part the commission allowance provided for herein on all business including individual rail orders which may be used or which may be sold by steamship lines or steamship agents, exception on such individual rail orders as may be sold by the Southern Pacific

1084 *Petitioner's Exhibit 59*

Company in offices of its salaried agents at Liverpool, Hamburg, Antwerp, Rotterdam (one office each) and London (two offices).

Comments of Steamship Lines.

This should be subject to explanation and discussion in view of present conditions.

The Chairman stated that the question of individual rail orders in Europe had been the subject of consideration by the Advisory Committee continuously, and that he had had a conference with those who had their
1085 rail orders in Europe; that the Southern Pacific Company had taken the position that so long as the Canadian Pacific, Peter McDonnell and Grand Trunk had their orders in Europe, they were not in position to withdraw same; that in response to a query as to whether they would withdraw same if the other interests withdrew them, they stated that in that event they would give the matter careful consideration.

Under the circumstances it was deemed impracticable to make any progress in this direction at this time, hence the subject was passed.

Article 3, Paragraph 3. No suggestions.

Article 3, Paragraph 4.

1086

It is understood as the spirit of this agreement that all changes of rates and commissions shall be promptly and simultaneously promulgated by the railroads through the Joint Routing Committee to the Secretary of the Steamship Line Conference, and that the railroads will not furnish any individual railroad or steamship agents with these changes before the date that they are given to the steamship lines through the Joint Routing Committee.

And further, that the steamship lines will see to it that all notices to steamship agents, advising changes

Petitioner's Exhibit 59

1087

of railroad rates or commissions shall be issued simultaneously by all steamship lines.

Comments of Steamship Lines.

Has not worked smoothly in all cases. Desirable to discuss and to make clear what system shall be followed.

It was explained that this particular reference to colonist fares; that more or less difficulty had been experienced in notifying steamship lines of the colonist fares in effect on a certain date, as promptly as should have been done; that this had now, however, been overcome and that it was not expected that there would be a recurrence of the trouble.

1088

With this understanding the question was passed.

Article 3, Paragraph 5.

The party of the first part will undertake to secure and make effective a schedule of commissions to be paid to booking agents which shall be uniform through all Atlantic and Gulf Ports.

Comments of Steamship Lines.

1089

This requires some attention. In July, 1909, the Southern Pacific finally consented to conform to the wishes of the Steamship Lines in regard to amount of commercial allowance for booking agents on prepaid bookings on the Pacific Coast. What is the position of the Canadian Pacific as a steamship and railroad proposition in respect to this matter? Any other features?

1090 *Petitioner's Exhibit 59*

COMMISSION ALLOWANCE TO SUB-AGENTS UNIFORM THROUGHOUT THE TERRITORY EAST AND WESTBOUND.

Discussion in connection with this paragraph developed that the commission allowance to sub-agents as far as the steamship lines were concerned, was uniform all over the territory, east and westbound at the present time.

During the discussion the point was made that it would not be satisfactory to have an agent on the Pacific Coast sell an ocean prepaid order, except in
1091 connection with the through rail transportation; that the steamship lines desired to have a record of the form and number of the order and the ticket in each case.

In response to queries, the representatives of the French Line, Fabre Line and Southern Pacific stated that in no case were they paying more on prepaid orders to sub-agents than the agreed commission, namely five per cent with maximum of $2.00 as booking agent, and $1.00 to general agents.

The question was then asked as to what commission Mr. Fugazzi would receive. Reply was made that as booking agent he would receive five per cent with maximum of $2.00 and one dollar as general agent.
1092 Inquiry was further made whether Peter McDonnell was engaged in selling prepaid orders, and, if so, if he was observing the agreement as to payment of commissions thereon. The representative of the French Line stated that they did permit Peter McDonnell to sell prepaid orders in connection with their steamship tickets but that they would vouch for his not exceeding the agreed commission above stated.

Article 4.

Previous discussion indicated that no change was necessary in this article, particular reference being

Petitioner's Exhibit 59

1093

made to the exception in regard to the use of individual rail orders of the Southern Pacific Company.

Article 5. No change.
Article 6. No change.
Article 7. No change.
Article 8.

The parties hereto agree not to enter into any arrangement of any kind with parties not already identified with this agreement which shall adversely affect the interests of either of the parties hereto covered by this agreement, provided that this shall not be understood as obligating the Immigrant Bureau of 1094
western lines to clear orders exchanged for tickets of Trunk Line issue, to any territory, or to pay commissions on or route such tickets within the territory of the Trunk Lines or Central Passenger Committee.

Comments of Steamship Lines.

Should be discussed—what is object of proviso? Reference to Trunk Lines and Central Passenger Lines—it is pertinent in this connection to suggest desirability of negotiating for tripartite agreement to include all interested carriers along the route. In the interest of the business from the steamship point of view it should be done.

1095

SUGGESTED TRIPARTITE ARRANGEMENT BETWEEN S. S., TRUNK LINES AND WESTERN PASSENGER ASSOCIATION.

Explanation on behalf of the rail lines was that the agreement with the steamship lines as at present existing was satisfactory to them and that if the steamship lines desired an understanding with the Trunk Lines it was a question for them to take up rather than for the western lines.

1096 *Petitioner's Exhibit 59*

There being no suggestions offered, the question was passed.

Article 9. No change.

Duration of the Agreement.

Article 10.

This agreement shall take effect on December 1, 1897, and remain in effect thereafter unless on thirty days' written notice of withdrawal of either the first or second party hereto, provided that notice of withdrawal of one or more individual steamship lines or
1097 of one or more individual rail and transportation lines shall not be considered as a cancellation of the agreement between the other individual steamship lines and individual rail and transportation lines party hereto.

Comments of Steamship Lines.

Should be redrawn for the new agreement.

In connection with this article a term of years for the continuance of the agreement was suggested on behalf of the steamship lines.

Discussion developed the opinion, however, that it was more effective as it stands at present; that it continued indefinitely unless notice as covered therein
1098 should be given by either party.

This was acquiesced in by the meeting and the question was passed.

Afternoon Session, November 11, 1909.

SUPPLEMENTARY AGREEMENT COVERING UNDERSTANDING WITH PETER MCDONNELL.

1. It is understood and agreed that Peter McDonnell will have the same commissions from the Western Passenger Association which the steamship lines now

Petitioner's Exhibit 59 1099

receive, upon the understanding that Peter McDonnell's railroad business is to be fully controlled by the Western Passenger Association; that Peter McDonnell shall file a list of those to whom he now pays commissions in Europe and America, and that he shall not increase this list nor extend his activity in any territory where he has not been active up to date.

2. Further, that neither the Southern Pacific nor Peter McDonnell nor any member of the Western Passenger Association shall either themselves or through their agents or sub-agents, directly or indirectly, pay a higher commission on the sale of railroad tickets 1100
made in connection with steamship tickets than the steamship lines pay their agents.

Comments of Steamship Lines.

Are these being lived up to? Whole question of "Peter McDonnell business" to be discussed.

The suggestion was made that this supplementary understanding should be incorporated in the main agreement. During the discussion on this point the view prevailed that there was no objection to continuing it as a supplementary understanding in its present form.

List of Agencies of Peter McDonnell. 1101

The question was raised as to whether the list of agencies had been filed with the rail lines and steamship lines under paragraph one, which was replied to in the affirmative, both on the part of the Chairman of the Western Passenger Association and Secretary Sandford of the Passenger Conferences, who had been furnished with a copy.

The following was adopted:

That the Joint Routing Committee request Peter McDonnell to file with the Chairman of the Western

1102 *Petitioner's Exhibit 59*

Passenger Association and the Secretary of the Trans-Atlantic Passenger Conferences a revised list to whom he now pays commissions in Europe and America, up to November 1, 1909.

Consideration of the second paragraph was then taken up.

QUESTION AS TO WHETHER ANY OF THE S. S. LINES HAVE A MORE FAVORABLE ARRANGEMENT WITH PETER MCDONNELL.

1103 During the consideration of the paragraph the question was asked of the representatives of the French Line and the Austro-American Line if they had any contract with Peter McDonnell covering a more favorable arrangement than provided for in the rail and steamship understanding now under discussion; the replies of both were to the effect that they had not; that the same understanding is in effect between them and Peter McDonnell, with the same conditions, and obligations as are in effect between other conference lines and the Immigrant Bureau Lines; that it was not believed any such contracts were in existence in Europe; that if there were, they were on the same basis as
1104 covered in the agreement under discussion.

Discussion further developed that the statement on behalf of the lines referred to, that they received no more commission from Peter McDonnell than the other Conference lines received from the Immigrant Bureau Lines of the Western Passenger Association, was accepted by the meeting as satisfactory.

After further discussion, motion was offered that the second paragraph of the supplementary understanding be amended to read as follows; the amendment being shown in caps:

Petitioner's Exhibit 59

1105

"Further, that neither the Southern Pacific nor Peter McDonnell nor any member of the Western Passenger Association shall either themselves or through their agents or sub-agents, directly or indirectly pay to ANY STEAMSHIP COMPANY ANY MORE THAN THE AGREED TEN PER CENT COMMISSION, WITH MAXIMUM OF $4.00 AS PER ARTICLE THREE, PARAGRAPH ONE, NOR MORE THAN FIVE PER CENT WITH MAXIMUM OF TWO DOLLARS TO ANY SUB-AGENT; THE STEAMSHIP COMPANIES ON THEIR PART AGREEING NOT TO PAY MORE THAN FIVE PER CENT, WITH MAXIMUM OF TWO DOLLARS TO THEIR SUB-AGENTS.

1106

Expression of views on the subject as to the adoption of this paragraph as amended was taken and all were recorded in the affirmative except that of the Union Pacific which was withheld, with the understanding that it would be recorded the next day.

Mr. Lomax, for the Union Pacific subsequently recorded his expression as follows:

"Aye, with the understanding that an agreement is reached in Europe, which shall include the Grand Trunk, Boston & Maine and Canadian Pacific Companies."

1107

During further discussion of this paragraph, the question was asked as to whether the agreement was being lived up to upon the part of all interests, and as to whether there was any complaint that the Southern Pacific were paying more than the maximum commission in Europe.

On behalf of the steamship lines reply was made to the effect that there was no such complaint made, nor did they have any knowledge of such payments.

The question was then asked as to whether there was any complaint to the effect that Peter McDonnell was

1108 paying more than the maximum to any agent or steamship lines in Europe.

Reply was made on behalf of the steamship lines that to the best of their knowledge and belief Peter McDonnell was not paying in excess of the agreed commission either to the steamship lines or sub-agents that although statements had been repeatedly made that Peter McDonnell was paying more, this had not been substantiated.

Expression of views was then taken of each representative present, as to whether they had any evidence to indicate that Peter McDonnell was paying any com-
1109 mission in Europe or elsewhere in excess of the amount covered by the rail and steamship agreement or his obligations under his agreement.

The expressions were all recorded in the negative.

It was further stated that the steamship lines had the personal assurance of Peter McDonnell that he was observing his agreement and was paying no higher commission than is paid by the Immigrant Bureau lines and that they had nothing to indicate this was not correct.

It was the sense of the meeting that Peter McDonnell's assurances be accepted and that it be made a matter of record that there was no knowledge or evi-
1110 dence that Peter McDonnell was not strictly observing his obligations under his agreement.

In this connection it was understood that Mr. Winter representing the steamship lines would pursue this question further with the lines not represented at the meeting and report the result thereof to the Chairman of the Immigrant Bureau and to the Secretary of the Steamship Conferences.

Petitioner's Exhibit 59 1111

Allowance to Booking Agents in Europe to be Investigated.

The point was made on behalf of the steamship lines that some agency had been allowing booking agents in Europe the full ten per cent, and it was understood that this situation would be developed as soon as the result of these meetings in this country could be certified to the European Conference, with the view to having the same understanding prevail in Europe. Understanding that the provision of this agreement would be certified to the European Conference with the view to having similar understanding. 1112

Upon conclusion of the discussion the understanding was reached, that this record would be certified to the European Conference with the view to having similar understanding made effective throughout Europe.

Boston & Maine and Grand Trunk Orders in Europe.

The question of the Boston & Maine and Grand Trunk orders in Europe was then considered and it was understood that the committee previously referred to would take up the question of securing an understanding that these companies would pay the same commission to their sub-agents in Europe as the other conference lines were obligated to pay from American ports. 1113

Paragraph 3 of the supplementary agreement.

That the Western Passenger Association and the Southern Pacific agree to pay the steamship lines for the next five years of the same commission which they now receive.

371

1114 *Petitioner's Exhibit 59*

Comments of Steamship Lines.

Another period, say ten years, should be fixed for the commission basis. This should be included under Article III (see previous comments thereon).

In view of the adoption of the understanding with regard to the limitation of the agreement as covered in previous portion of this paragraph it was understood that this paragraph could be eliminated.

Passes to Representatives of Steamship Lines.

1115 Paragraph 4 of the supplementary agreement.

That the traveling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific annual passes over the lines of their roads.

Note: At meeting of the Advisory Committee held in Chicago January 26, 1905, it was understood that the question of issuance of passes was one which the Executive Officers of the various lines controlled and that the passenger departments could only recommend to such officers the continuance of the passes which had been heretofore approved and covered in the Execu-
1116 tive Officers' Pass Agreement.

Comments of Steamship Lines.

Subject to restoration of railroad passes for steamship representatives was submitted to Mr. MacLeod July, 1909. Subject to an offset for the traveling expenses of steamship representatives since withdrawal of passes in 1908, is also unfinished. The steamship lines should be furnished with annual passes, or an additional 5% regardless of maximum, by railroads who do not furnish passes.

Petitioner's Exhibit 59

1117

Reference was made to the fact that the steamship lines had presented to the rail lines in previous meeting the fact that they should have these passes as the work done by the traveling representatives of the steamship lines, was in the interest of the rail as well as the steamship lines, and that it was understood that the Interstate Commerce Commission had ruled against the issuance of such transportation; that the rail lines should as a matter of equity, in lieu thereof grant some compensation to the steamship lines.

This question was discussed at length during which the suggestion was made that a 5% increased allowance to the steamship companies, as a compensation in lieu of the issuance of passes would seem fair and the following was offered:

1118

Recommended, That the traveling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific, annual passes over the lines of their roads, and in lieu thereof 5% cap commission shall be paid to the steamship lines on business covered hereby by such railroads as do not issue passes.

Upon laying this motion before the meeting objections were recorded and it was announced as lost.

In this connection it was pointed out that a uniform five per cent increased allowance to the steamship companies would hardly be fair to all lines for the reason that the expenses of the traveling representatives of one line and the revenue on which commissions are paid might be much less than another, and hence, if some such plan were agreed upon it would create inequality as between the different steamship companies, and the purpose sought thereby would not be attained.

1119

In passing this question it was understood that the Advisory Committee would take under consideration, as the first order of business upon their return to Chicago, the question of remuneration in some form to

1120

the steamship lines by reason of the outlay necessary for their traveling men in looking over the affairs of their companies both as to east and westbound business in their territory; that any action which might be taken in this direction be retroactive to the date on which passes to steamship representatives were withdrawn.

Rail rates—operative as between U. S. and St. Lawrence ports.

Passed.

Adjourned.

EBEN E. MacLEOD,

1121 Chairman of meeting.

Petitioner's Exhibit 60.

APPENDIX A.

MEMORANDUM OF AGREEMENT (containing amendments up to and including January 26, 1905), between Trans-Atlantic Steamship Lines known herein as the party of the first part and the rail and transportation companies, known herein as the party of the second
1122 part, covering westbound steerage passengers and other passengers holding immigrant rail orders.

ARTICLE I.

1. The party of the first part comprises Trans-Atlantic Steamship Lines specified in attached Appendix A and such additional steamship lines as may hereafter become party hereto.

2. The party of the second part comprises the rail and transportation companies constituting the Immi-

Petitioner's Exhibit 60

1123

grant Bureau of Western Lines specified in attached Appendix B; the Southern Pacific Company and such additional rail and transportation companies as may hereafter become party hereto.

3. The party of the first part will determine what additional steamship lines may become party hereto; the party of the second part will determine, by unanimous vote only, what additional rail and transportation companies may become party hereto.

ARTICLE II.

1124

1. The party of the first part shall deliver to the joint representative designated by the joint routing committee of the party of the second part all westbound steerage passengers and other passengers holding immigrant rail orders whatsoever (this shall include all orders of the party of the first part routed via Coast-wise Steamship Lines) carried on the steamships of the party of the first part and landed at United States Atlantic ports (Portland not included) when destined to a point west of the Eastern Termini of the party of the second part, at the through fares as applied to westbound Trans-Atlantic immigrant traffic; orders of the party of the first part routed via Coast-wise Steamship Lines to be forwarded by the party of the second part via the Coast-wise Steamship Lines via which routed when booked at the regular published rates of such lines upon the condition that when the business is destined to a point west the Eastern Termini of the party of the second part it shall be routed for said territory by the party of the second part.

1125

2. It is further understood that nothing herein, shall prohibit whichever party comprising the party of the second part receives the business under the direction of the Joint Routing Committee from paying

1126 *Petitioner's Exhibit 60*

the through commission on such business to any territory from port of debarkation to destination to the steamship lines and settling with the steamship lines for the order at net rate, regardless of the initial routing of the order.

3. The party of the first part having herein assumed an obligation to control and deliver to the party of the second part all such business carried on the steamers of the party of the first part, the latter agrees, immediately upon the adoption of this agreement, to take the necessary steps to control all such traffic, to
1127 the extent, if necessary of withdrawing the agency of the party of the first part on all classes of business from booking agents or others who may divert or attempt to divert the business from the channels provided for herein.

4. The parties hereto obligate themslves not to permit the conversion of steerage passengers, or other passengers holding immigrant rail orders to first or second class for the purpose of removing such business from the control of this agreement.

ARTICLE III.

1128 1. The party of the second part shall pay the party of the first part its proportion (except when as the receiving line it pays the entire commission) of a commission allowance of ten per cent and no more of the maximum through immigrant rate from New York to destination; PROVIDED, THAT EFFECTIVE MAY 1ST, 1904, THE MAXIMUM COMMISSION FROM NEW YORK TO DESTINATION SHALL BE $4.00 SO LONG AS THE TRUNK LINES PAY THEIR PRESENT RATES OF COMMISSION. ANY CHANGE IN THE LATTER TO LIKEWISE CHANGE SAID MAXIMUM. The

Petitioner's Exhibit 60

party of the second part further agrees that it will not pay any commission allowance to any Trans-Atlantic Steamship Line not included in the party of the first part, or to any other party or parties on the business subject to this agreement. 1129

2. The party of the second part shall pay to the party of the first part the commission allowance provided for herein on all business including individual rail orders which may be used by the party of the second part in connection with prepaid tickets or which may be sold by steamship lines or steamship agents, excepting on such individual rail orders as may be sold by the Southern Pacific Company in offices of its salaried agents at Liverpool, Hamburg, Antwerp, Rotterdam (one office each) and London (two offices). 1130

3. The party of the first part agrees not to accept any commission allowance of any character on business covered by this agreement from any party or parties other than the rail or transportation lines comprising the party of the second part (the commission allowance for the lines comprising the Immigrant Bureau of Western Lines to be paid through that bureau); the party of the first part further agrees not to accept from any party hereto any commission allowance in excess of that provided for herein. 1131

4. It is understood as the spirit of this agreement that all changes of rates and commissions shall be promptly and simultaneously promulgated by the railroads through the joint routing committee to the secretary of the Steamship Line Conferences, and that the railroads will not furnish any individual railroad or steamship agents with these changes before the date that they are given to the steamship lines through the joint routing committee.

And further that the steamship lines will see to it that all notices to steamship agents advising changes

1132 *Petitioner's Exhibit 60*

of railroad rates or commissions shall be issued simultaneously by all steamship lines.

5. The party of the first part will undertake to secure and make effective a schedule of commissions to be paid to booking agents which shall be uniform through all Atlantic and Gulf ports.

ARTICLE IV.

1. The party of the first part will undertake to book through to final destination all immigrant steerage
1133 passengers carried on its steamers.

Exception: In view of the exceptional existing conditions with the Southern Pacific Company it is understood they are to be permitted to continue the use of their individual rail orders drawn upon themselves at Atlantic ports covered hereby, for rail tickets therefrom subject to all of the other provisions of this agreement as to rates and commissions, for both European and prepaid business; provided should the Immigrant Bureau of Western Lines, as a Bureau (not as individual lines) subsequently determine it to be necessary for the protection of its interests to have like privilege, application therefor will be made to the steamship lines, and in the event of this excep-
1134 tion made to the Southern Pacific Company not being withdrawn the same privilege will be accorded by the party of the first part to the Immigrant Bureau of Western Lines as a whole.

This exception is not intended to permit any extension of the use of such orders by the Southern Pacific Company beyond the arrangements now in effect (except such additional salaried offices as they may find it necessary from time to time to establish); such orders to be placed in America with the agents of the Southern Pacific Company only and in Europe to be

used only in their salaried offices and by agents of the steamship lines with which they are now placed. 1135

It is agreed by the party of the first part that the granting of this exception to the Southern Pacific Company shall not be allowed to result in an undue proportion of the traffic in which this company is interested being handled on their individual orders and there is no obligation resting with the party of the first part to use such individual orders simply because their agents have them, but the responsibility for seeing that these individual orders are not used to prejudice the routing of business shall rest with the party of the first part under its general obligations to the several parties hereto. 1136

ARTICLE V.

The use of rail orders to other than the final destination of the passenger is prohibited. This to prevent the use of split orders.

ARTICLE VI.

Any tickets, steamship or rail, of the issue of the first or second parties hereto, purchased in tests under this agreement shall be redeemed at the regular established rate applicable thereto on presentation, when accompanied by statement giving details of purchase, such tickets shall be presented for redemption within thirty (30) days from date of purchase. 1137

ARTICLE VII.

Joint conference may be called by the representative of either party hereto to deal with alleged violations of or threatened interference with this agreement.

1138 *Petitioner's Exhibit 60*

ARTICLE VIII.

The parties hereto agree not to enter into any arrangement of any kind with parties not already identified with this agreement which shall adversely affect the interests of either of the parties hereto covered by this agreement, provided that this shall not be understood as obligating the Immigrant Bureau of the Western Lines to clear orders exchanged for tickets of Trunk Line issue, to any territory or to pay commissions on or route such tickets within the territory, of the Trunk Lines or Central Passenger Committee.

1139

ARTICLE IX (NEW)

In case of the cancellation or termination of this agreement at any time, the party of the second part agrees to protect the party of the first part as to rail rates and commissions and outstanding business of the party of the first part contracted under the terms of this agreement.

It is distinctly understood and agreed that the term "Outstanding Business" herein covers only orders which are limited to not more than twelve months from date of issue (in case of regular tariff rates) or

1140 those limited to the time the rates are operative in this country (in case of special rates such as "Colonists," etc.).

ARTICLE X.

This agreement shall take effect on December 1, 1897, and remain in effect thereafter unless on thirty days' written notice of withdrawal of either the first or second party hereto, provided that notice of withdrawal of one or more individual steamship lines or of one or more individual rail and transportation lines shall not be considered as a cancellation of the agree-

1141

ment between the other individual steamship lines and individual rail and transportation lines party hereto.

ADDENDUM.

SUPPLEMENTARY AGREEMENT, effective January 26, 1905, being part of original memorandum of agreement (Appendix A) between Trans-Atlantic Steamship Lines and the lines comprising the Immigrant Bureau of the Western Passenger Association, including immigrant traffic handled by Mr. Peter McDonnell.

1142

1. It is understood and agreed that Mr. Peter McDonnell will have the same commissions from the Western Passenger Association which the steamship lines now receive, upon the understanding that Mr. Peter McDonnell's railroad business is to be fully controlled by the Western Passenger Association; that Mr. Peter McDonnell shall file a list of those to whom he now pays commissions in Europe and America, and that he shall not increase this list nor extend his activity in any territory where has not been active up to date.

1143

2. Further, that neither the Southern Pacific nor Mr. Peter McDonnell nor any member of the Western Passenger Association shall either themselves or through their agents or sub-agents, directly or indirectly, pay a higher commission on the sale of railroad tickets made in connection with steamship tickets than the steamship lines pay their agents.

3. That the Western Passenger Association and the Southern Pacific agree to pay to the steamship lines for the next five years the same commissions which they now receive.

1144 *Petitioner's Exhibit 60*

4. That the travelling agents of the steamship lines receive from all members of the Western Passenger Association and the Southern Pacific annual passes over the lines of their roads.

Note: At meeting of the Advisory Committee held in Chicago, January 26, 1905, it was understood that the question of issuance of passes was one which the executive officers of the various lines controlled and that the passenger departments could only recommend to such officers the continued issuance of the passes which had been heretofore approved and covered in the
1145 Executive Officers Pass Agreement.

..... For Allan State Line.

..... For Austro-American Line.

For American Line and Red Star Line.
..... New York and Philadelphia Services.

..... For Anchor Line.

..... For Bordeaux Line.

..... For Companie Transatlantica de Barcelona.

For Cunard Line.
..... New York & Boston Services.

1146 ..... For Fabre Line.

..... For French Line.

For Hamburg-American Line.
For Baltic Line.
For Scandia Line.
..... For Union Line.

..... For Holland-American Line.

..... For Insular Navigation Company

For "La Veloce" Navigazione.
..... Itailana a Vapore.

Petitioner's Exhibit 60

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..... For Linha de Vapores Portguezes.

..... For Lloyd Italino Societa de Navigazione.

..... For Navigazione Generale Italiana.

For North German Lloyd S/S Co.
..... New York Service.

For North German Lloyd S/S Co.
..... Baltimore Service.

..... For Prince Line.

..... For Scandinavian-American Line.

1148

For White Star Line.
..... New York & Boston Services.

For the Immigrant Bureau of Western
..... Lines, as per Appendix B.

..... For Southern Pacific Company.

APPENDIX "A."

Allan State Line.
Austro-American Line.
American and Red Star Line, New York & Philadelphia Services.
Anchor Line.
1149
Bordeaux Line.
Compania Transatlantica de Barcelona.
Cunard Line, New York & Boston Services.
Fabre Line.
French Line.
Hamburg-American Line.
Baltic Line.
Scandia Line.
Union Line.
Holland-American Line.
Insular Navigation Company.

1150 *Petitioner's Exhibit 61*

"La Voloce" Navigazione Italiana a Vapore.
Linha de Vapores Portuguezes.
Navigazione Generale Italiana.
North German Lloyd S/S Co., New York Service.
North German Lloyd S/S Co., Baltimore Service.
Prince Line.
Scandinavian-American Line.
White Star Line, New York & Boston Services.

APPENDIX "B."

1151 Atchison Topeka & Sante Fe Railway System.
Atchinson, Topeka & Sante Fe Railway Coast Lines.
Chicago & Alton Railway.
Chicago & Northwestern Railway System.
Chicago, Burlington & Quincy Railway.
Lines East of Mo. Riv.
Lines West of Mo. Riv.
Chicago Great Western Railway.
Chicago, Milwaukee & St. Paul Railway.
Chicago, St. Paul, Minneapolis & Omaha Railway.
Colorado Midland Railway.
Denver & Rio Grande Railway.
Great Northern Railway.
Illinois Central Railroad.
1152 Missouri, Kansas & Texas Railway.
Minneapolis & St. Louis Railroad.
Missouri Pacific Railway.
St. Louis, Iron Mountain & Southern Ry.
Northern Pacific Railway.
Oregon Railroad & Navigation Company.
Oregon Short Line Railroad.
Rock Island System.
Chicago, Rock Island & Pacific Railway.
St. Louis, Kansas City & Colorado Railroad.
St. Joseph & Grand Island Railway.
St. Louis & San Francisco Railroad.

Petitioner's Exhibit 61

1153

Southern California Railway.
Texas & Pacific Railway.
Union Pacific Railroad.
Wabash Railroad.
Wisconsin Central Railway.

Petitioner's Exhibit 61.

"Awaiting confirmation"
of the General Managers
of all interested Lines. 1154

AMERICAN ATLANTIC CONFERENCE,

JOINT PROCEEDINGS No. 16.

Minutes of a General Meeting of Continental and North Atlantic Passenger Conferente Lines held at No. 17 State Street, on Tuesday, November 9, 1909, at 11 A. M.

Present:

Mr. George Hannah, Allan Line.
Mr. W. W. Jefferies, Mr. R. H. Farley, Mr. A. S. Anderson, } American Atlantic Transport, Dominion, Leyland, Red and White Star Lines. 1155
Mr. W. J. Reilly, Anchor Line.
Mr. Chas. H. Phelps, Jr., Austro-America.
Mr. W. G. Annable, Canadian Pacific Atlantic S. S. Lines.
Mr. R. L. Walker. Mr. H. H. Kellerman, } Cunard Line.
Mr. R. F. Macfarlane, Dominion and White Star-Dominion Lines.
Mr. C. Treyvoux, French Line.

1156 *Petitioner's Exhibit 61*

Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. Herman Winter, } North German Lloyd.
Mr. E. Salser, }
Mr. Max Straus, Russian-American Line.
Mr. A. E. Johnson, Scandinavian-American Line.

Mr. A. C. H. Nyland in the chair.

East and westbound rail commercial allowances in all United States and Canada for inland bookings in connection with bookings of prepaid and eastbound
1157 trans-Atlantic passengers of all classes—where such is granted by inland carriers—

All interested Steamship Lines at United States and Canadian ports hereby concur and agree in the principle that for such inland bookings to or from interior points (where inland commercial allowance is available at any time) that one-half (with 1/2 maximum) and no more, of such inland commercial allowances, shall be granted to, and may be deducted from remittances of sub-agents of Steamship Lines, on their conforming to requirements of through booking on Steamship Lines' own inland orders or endorsement on ocean tickets for prepaid (westbound) business, and
1158 the use of Steamship Lines' inland voucher coupons for eastbound business. This definite agreement and undertaking in respect to east and westbound rail commercial allowances as to all United States and Canada and disposal thereof (also any other agreements that may in future be made regarding such inland rail business or in connection therewith) is binding and is an obligation on all participating Steamship Lines. It shall be referred at once to Europe with request that it be made a by-law of any arrangements in Europe.

Petitioner's Exhibit 61

1159

This agreement to take effect Jan. 1, 1910, by individual action as necessary.

Canadian Pacific voted "Aye" subject to approval, as to C. P. R. rail orders only.

(Min. 134, 139.)

Note: Mediterranean Conference Lines will undoubtedly ratify this action simultaneously.

Following was taken under advisement with action deferred—

That the Principal seaboard office of each line and service in settling accounts in full with designated inland carriers officials, shall retain the remaining one- 1160
half (1/2 maximum) inland commercial allowance, as their reimbursement for the control, responsibility and labor involved in this system—with the reservation that General Passenger Agents at G. P. A. points who are employed on a commission basis may receive not more than one-quarter (1/4 maximum) on business done direct by or through sub-agents reporting to them.

This phase of the subject is meanwhile left to the option of each line and service, provided the definite agreement regarding sub-agents be not altered directly or indirectly.

Adjourned. 1161

Confirmed.

CHAIRMAN.

Petitioner's Exhibit 62.

1162

Confirmed by all interested Lines.
Copies issued on July 16, 1908.

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE,

JOINT PROCEEDINGS NO. 1.

Minutes of a meeting of heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway,
1163 New York, on Thursday, June 25, 1908, at 11:30 A. M.

Present:

Mr. S. S. Cortis, American, Atlantic Transport, Dominion.
Mr. R. H. Farley, Leyland, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. Charles H. Phelps, Jr., Austro-Americana.
Mr. R. L. Walker, Cunard Line.
Mr. H. H. Kellerman, Cunard Line.
Mr. C. Falck, Cunard Line.
Mr. C. Treyvoux, French Line.
1164 Mr. H. Doblin, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-American Line.
Mr. C. Van Ryn van Alkenade, Holland-America Line.
Mr. Hermann Winter, North German Lloyd.

1. Meeting organized—Mr. S. S. Cortis requested to act as Chairman.

2. American Atlantic Conference.
Recommended that Continental and North Atlantic Passenger Conferences be continued as separate

1165

bodies; but on matters of general interest to both joint meetings shall be held and action taken (with joint proceedings) under title "American Atlantic Conference."

Matters of particular interest to the one or the other of the conferences to be dealt with separately.

Digest of rules shall be prepared showing the joint rules as now existing and those particularly applying to the one or the other. In the main they are now nearly identical except in a few instances.

Procedure. The work shall be subdivided into five sections each to have jurisdiction in their assigned territory—subject to confirmation of the General Managers and to be embodied in a regular series of joint proceedings.

1166

(a) Canadian Lines to deal with all questions arising and with complaints against agents in Canadian territory.

(b) New York, Philadelphia and Baltimore Lines to deal with all questions arising and with complaints against agents in U. S. territory under control of offices at seaboard and of St. Louis and New Orleans general passenger agencies.

(c) Boston Lines to deal with all questions arising and with complaints against agents in territory of Boston general passenger agencies.

1167

(d) Chicago Committee to deal with all questions arising and with complaints against agents in territory of Chicago and Minneapolis general passenger agencies—regular Chicago minutes to be maintained as heretofore.

(e) San Francisco Committee to deal with all questions arising and with complaints against agents in

1168 *Petitioner's Exhibit 62*

territory of San Francisco general passenger agencies —regular San Francisco minutes to be maintained.

All correspondence for sections (a), (b) and (c) to be conducted through Conference office, New York, including preparation of complaints against agents and the action or recommendations to be recorded in the joint proceedings.

Italian business is governed by Mediterranean Conference as heretofore. This is the essence of the plan to be elaborated or changed as found desirable.

Scandinavian-American Line have intimated that as they carry Scandinavian business only that line
1169 prefers to work through North Atlantic Passenger Conference as heretofore.

4. A. E. Johnson & Co., General Passenger Agents, Russian East Asiatic S. S. Co. (A non-Conference Line)—Austro-Americana, French, Hamburg-American, Holland-America, North German Lloyd and Red Star Lines stated individually they had some time since cancelled A. E. Johnson & Co. as their booking agents. Other lines were requested to do so.

Subject laid over for the time being to permit of certain inquiry abroad on a subject which may be relative.

1170 Adjourned.

Confirmed.

A. S. CORTIS,
Chairman

Petitioner's Exhibit 63.

1171

Confirmed by all interested Lines.
Copies issued on July 24, 1908.

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS No. 2

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, July 2, 1908, at 2:30 P. M. 1172

Present:

Mr. W. J. Reilly, Anchor Line, in the chair.
Mr. Charles H. Phelps, Jr., Austro-Americana.
Mr. R. L. Walker, Cunard Line.
Mr. H. H. Kellerman, Cunard Line.
Mr. G. Falck, Cunard Line.
Mr. C. Treyvoux, French Line.
Mr. H. Doblin, Hamburg-American Line
Mr. A. C. H. Nyland, Holland-America Line
Mr. Hermann Winter, North German Lloyd.
Mr. R. H. Farley, } American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines. 1173
Mr. S. S. Cortis, }

9. Control of Agents.—

Recommended, that the several Lines and Services members of North Atlantic and Continental Conferences shall, through their travellers when visiting agents give the following instructions:

(a) Serve explicit notice that North Atlantic and Continental Conference Rules must be observed in letter and spirit or agents will become liable to severe

1174 *Petitioner's Exhibit 63*

penalties or to disqualification as circumstances in individual cases may warrant. Any question as to any rule raised by an agent to be explained by the travellers or referred to Conference for reply.

(b) That direct or indirect representation of non-Conference Lines (at present the Russian Volunteer, East Asiatic and New York-Continental Lines) will not be tolerated—Agents having the option of representing Conference or non-Conference Lines. The declaration of option to be made in writing by each agent in a letter to be addressed by him and mailed to
1175 Conference.

(c) That direct or indirect bookings of Continental persons such as Austrians, Croatians, Dalmatians, Galicians, Germans, Hungarians, Russians, Slavonians, etc., via Genoa or other Italian ports by *any Line* will not be tolerated—Penalty—fine or disqualification; and—

(d) The penalties or disqualification imposed by either North Atlantic or Continental Conference will be executed and enforced by all Lines members of those Conferences—no excuses of any character will be accepted.

Special notice of this action to be sent to Chicago
1176 Auxiliary Committees, North Atlantic and Continental Conferences.

10. Eligible Agents—New York and Vicinity, Chicago, etc.—Separate and distinct eligible lists (and the rules governing appointment of agents in territory mentioned) of North Atlantic and Continental Conferences shall be maintained unchanged.

16. Karl Karstadt, Dayton, O. (File 469-C & 470-C).—Complaint alleges employment of sub-agent and sale of Austro o/s. t. 44031 for passage to Fiume

Petitioner's Exhibit 63

1177

instead of Budapest as requested by passenger. Karstadt denies *in toto*.

Complaint that R. V. F. o. s. t. 3087 bought in his office which is admitted, but offers to represent Conference Lines only in future.

Fined $25 for the admitted violation with a warning in respect to both charges.

17. J. Strick, Toledo O. (File 481-C).—Alleged and admitted that Strick represented R. V. F. but promises to discontinue.

Reprimand only to be imposed on account of Strick's recent advent in the Steamship business. 1178

18. Geo. A. Dobosh, Lansford, Pa. (File 487-C).—Alleged and admitted he represents R. E. A. S. S. Co. but states in future will represent Conference Lines only. Fined $25.

19. John G. Heinl, Terra Haute, Ind.—Recently given option of representing Conference or non-Conference lines. Stated would return tickets of latter.

Has issued circular reflecting upon and instituting comparison between Steamship Companies. Matter referred to Chicago organization to ascertain if Heinl has returned tickets referred to and to deal immediately with the advertising complaint with instruction 1179 that it is of serious character and that a fine and warning be promptly imposed.

20. Provident Savings Bank & Trust Co. 4th & Vine Sts., Cincinnati, O. (File 525-C).—Complaint alleges sale of Veloce o. s. t. V- 23033 in branch office 1629 Central Ave. for passage from New York to Budapest via Genoa.

Trust Co. admit and state that if continued as agents will accept only such business as is strictly in accordance with Conference rules. Fined $50.

1180 *Petitioner's Exhibit 63*

21. Henri Godfrin, Woonsocket, R. I. (File 522-C).—Admitted advertising and holding non-Conference Line tickets. Considered to be an unwitting act and reprimand only to be imposed.

22. Josef Szeppessy, Cleveland, O. (File 526-C).—Advertised in "Szabadsag" May 21, 1908, rate of $23 without naming the Line. Admits appearance of advertisement but claims it was inserted without his knowledge and was not paid for. It was given the paper November 1907 and it was probably used again May 1908 to fill up space. His attention to be called
1181 to the fact that advertisement constituted violation when it first appeared. Fined $25.

23. C. Krumholz, 696 South Broad St. Trenton, N. J. (Files 516-C & 527-C).—Alleged to have accompanied passenger to office of one Mesanko and there making out R. V. F. o. s. t. 31961—Mesanko only signing it and handing to passenger. Allegation admitted. Claim was led into transaction by plea of poverty.

Allegation that Mesanko employed as sub-agent in the sale of Cunard o. s. t. M-72958 purchased in Mesanko's office. Reply that ticket sold by Krumholz's office in regular course to a person who was presumed
1182 to be a passenger.

In view of the well recognized position of Mrs. Krumholz who is endeavoring to maintain the business of her husband and of the good record of the Agency it was considered that a reprimand was sufficient, in view of the fact that complainant has not conducted himself in a manner satisfactory to the Lines on several occasions.

24. L. Rosenberger & Co. Coplay, Pa. (File 520-C).—Alleged representing R. V. F. Admits—States will give up that agency provided secures agencies of all Continental Conference Lines—Cancelled.

Petitioner's Exhibit 64 1183

25. John J. Majarosh, Cementon, Pa. (File 521-C).—Alleged to be and admits representing R. V. F. Declines to surrender that agency unless secures agencies of Hamburg, Holland, Lloyd and Red Star. Cancelled.

27. G. V. Hamory, Youngstown, O. (File 504-C). —Alleged that Austro 47555 bought at his office May 4 and not April 30, 1908 as dated; also that $25 was paid for ticket through to Budapest whereas Austro circular April 24 fixed rate at $29.

Hamory admits selling this ticket and a number of others at rate of $24 as the people were very poor and 1184
he hoped rates would be reduced to meet $17 rate of other Lines. Fined $50.

28. G. V. Hamory, Youngstown, O. (File 503-C). —Alleged he booked Majeran Everisto and Joan Daian to Genoa per "Carpathia" April 9—Hamory admits allegation stating it was done by his clerk during his absence—that the passengers were born in Italy and spoke to his Manager in Italian who knew them before they came to United States. Strong warning.

Adjourned.

Confirmed,

W. J. REILLY, 1185
Chairman.

Petitioner's Exhibit 64.

Confirmed by all interested Lines.
Confirmed copies issued Sept. 2, 1908.
"Awaiting Confirmation" copies were issued July 27 and may now be destroyed.

Except for Min. 30 which is awaiting developments as far as Canadians are concerned, these proceedings are in full force and effect by all Lines.

1186 *Petitioner's Exhibit 64*

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 3

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, July 23, 1908, at 2:30 p. m.

Present:

Mr. H. H. Kellerman, Cunard Line, in the chair.

Mr R. L. Walker, Cunard Line (during part of the
1187 session).

Mr. C. Treyvoux, French Line.

Mr. H. Doblin, Hamburg-American Line.

Mr. C. Vande Stadt, Holland-America Line.

Mr. Hermann Winter, North German Lloyd.

Mr. R. H. Farley, America, Atl. Transport, Dominion Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

30. Westbound Through Booking of Third Class Passengers.

Eastbound Through Booking of Third Class Passengers.

1188 Secretary's informal and confidential memo, July 13, 1908, gives information of probable early negotiations with Chicago Eastbound Railroads respecting "Eastbound Steamship Traffic" and sketch of arrangement. Also (on the part of the Steamship Lines) outline of contingent westbound matters and their treatment more particularly relating to Trunk Line and Central Passenger Association territory.

It was the sense of the meeting that Canadian Rail and Steamship Lines should participate in the discussions and any arrangements which may result therefrom.

Petitioner's Exhibit 64

1189

It was also the sense of the meeting that for preliminary purposes the memo dated July 13, 1908 covers the essential points, and Mr. Reilly, Mr. Farley and Mr. Sandford were appointed a committee to work in conjunction with the Steamship Railroad Committee in the further and detail development of the proposed arrangements.

The only existing arrangement with American Railroads on passenger matters is covered by Agreement 1897 (amended 1905) with Western Passenger Association and Southern Pacific Company on westbound business.

1190

32. Thomas H. Hendrickson, 343 Fulton St., Brooklyn, N. Y. (File 530-C).—Three *bona fide* first class bookings submitted with evidence that passengers had secured their transportation on tickets of Hendrickson procured through International Sleeping Car Co., New York Office.

Allegation admitted, Hendrickson stating that he did not understand it constituted a violation of rules to accept business from a person endeavoring to do steamship business, provided there was no division of commission.

Fined $75—the violations being serious.

Adjourned.

1191

Confirmed

H. H. KELLERMAN,

Chairman.

1192 **Petitioner's Exhibit 65.**

Confirmed by All Interested Lines.
Confirmed Copies Issued Aug. 28, 1908.
("Awaiting Confirmation" copies were issued Aug. 11.) (and may now be destroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS NO. 4

Minutes of a Meeting of Heads of Passenger De-
1193 partments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, July 30, 1908, at 2:30 p. m.

Present:

Mr. C. Treyvoux, French Line, in the chair.
Mr. H. Doblin, Hamburg-American Line.
Mr. C. Vande Stadt, Holland-America Line.
Mr. Hermann Winter, North German Lloyd.
Mr. R. H. Farley, America, Atl. Transport, Dominion, Leyland, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. G. Falck, Cunard Line.

1194

34. Joint Proceedings (No. 3) July 23, 1908, were taken up and confirmed.

35. Natrona Realty Co., Natrona, Pa. (File 529-C).—Alleged and admitted they are representing R. V. F.—state they will give up agency at once provided they secure agency of Holland and Hamburg Lines.

Cancelled.

38. W. J. Wooley, 34 Railroad Avenue, Paterson, N. J.—Three complaints:

Petitioner's Exhibit 65

1195

(File 131-N).—Anchor Line p. s. t. 757/235 sold May 15, 1908 at cut of $1.

(File 133-N).—Cunard Line p. s. t. 8968 sold May 21, 1908 at cut of $1.

(File 132-N).—Rates asked for and offer to sell at any time $1 below tariff.

Wooley admits but claims never received copy of Conference rules as he had recently taken over the business after death of his father.

Strong warning and to be advised further violation would result in loss of his agency.

40. I. H. Roth, 126 Greenfield Ave., Pittsburgh 1196
(File 128-N).—Alleged that Michael Malecz made an arrangement with Roth, the latter agreeing to pay him $1 commission on all passengers he might bring to Roth's office. He later went to Roth's office with a friend and they bought Cunard o. s. t. 94046/47 Roth paying Malecz $1 commission thereon. Roth admits the allegations, but "fails to see wherein he violated any rules." Fined $50.

44. New York City Agents—Employment of Detective to Test Rules.—Unverified statements of violation of rules by several New York City Conference agents were presented. Secretary authorized to employ detective to develop definite evidence if possible, 1197
concerning certain Conference agents, who are said to be selling tickets of non-Conference Lines and certain unauthorized officers who are said to be selling Conference Line tickets secured from Conference agents.

Adjourned.

Confirmed.

C. TREYVOUX,
Chairman.

1198 **Petitioner's Exhibit 66.**

Confirmed by All Interested Lines.
Confirmed Copies Issued Sept. 16, 1908.
("Awaiting Confirmation" copies were issued Aug. 21 and may now be destroyed.)

These proceedings are in full force and effect by all interested Lines.

AMERICAN ATLANTIC CONFERENCE

Joint Proceedings No. 5

1199 Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, August 13, 1908 at 2:30 P. M.

Present:

Mr. H. Doblin, Hamburg-American Line, in the chair.
Mr. C. Vande Stadt, Holland-America Line.
Mr. Hermann Winter, North German Lloyd.
Mr. R. H. Farley, American, Atl. Transport, Dominion, Leyland, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. G. Falck, Cunard Line.
1200 Mrs. C. Treyvoux, French Line.

Joint Proceedings (No. 4) July 30, 1908, were confirmed.

49. C. W. Rainke, 3142 Richmond St., Philadelphia (File 499-C).—Alleged that R. E. A. S. S. Co. o. s. t. 18315 was purchased in Rainke's office. Deposit of $5 paid March 27, and balance $29.60 on March 28 to Rainke personally by the purchaser who knows him. Ticket is signed with rubber stamp "I. Herz, General Agent, Philadelphia, Pa."

1201

Rainke denies allegation and refuses to refund for the ticket.

Case under further investigation.

51. J. D. Gross, 1728 S. Broadway, St. Louis, Mo. (File 531-C).—Alleged that Navigazione o. s. t. 11500 good for passage of Frank Jarcinovic, N. Y. to Fiume via Genoa was bought in Gross' office.

Allegation admitted. Passenger "wanted to travel cheap" and Gross procured the ticket for him. Fined $25.

52. Frank Apathy, 8820 Buckeye Road, Cleveland, O. G. Barbula, 4915 Detroit Ave., Cleveland, O. (File 134-N).—Alleged Cunard o. s. t. 91673/74 were purchased of P. J. Costa, South Sharon, Pa. although signed "Frank Apathy by G. Barbula" and stamped "Romanul Banca Romana, 4915 Detroit Ave., Cleveland, O." 1202

Allegation admitted. Barbula is Apathy's brother-in-law and edits paper "Romanul."

Strong warning.

54. E. Nieman, Newport Ave., cor. Saylor St. Northampton, Pa. (File 533-C).—Alleged transacting business for (3) non-Conference Lines. Allegation admitted. Represents Austro-Americana only. Would like agency all Conference Lines and will drop non-Conference. 1203

Cancelled.

59. Stanley S. Yasik, 566 S. Harrison St. Wilmington, Del. (File 435-C).—Under Cont. Min. 1074 it was agreed that Yasik be continued as agent provided he refunded value R. V. F. o. s. t. 1617 purchased in his office, which he declines to do, advising that Conference should apply for refund from the R. V. F.

1204 *Petitioner's Exhibit 66*

Disqualified if ticket not refunded within seven days.

62. C. Vernon Rettew, 901 North Third St. Harrisburg, Pa. Wm. M. Flynn, 136 S. Front St. Steelton, Pa. (File 441-C).—Fined $10 each under Cont. Min. 1072. Subsequently developed that Flynn did not represent any Continental Line. Rettew claims not to have received copy of Conference rules.

Flynn's fine cancelled—Rettew's fine stands.

63. Wm. M. Flynn, 136 So. Front St., Steelton, Pa. (File 515-C).—S. Furich reports April 29 that Flynn
1205 is selling tickets to Continental points via Genoa—allegation admitted—Flynn advising he had never received copy of rules.

Alleged that on May 8 Navigazione o. s. t. 21976 good for passage of Peter Yost to Fiume was bought in Flynn's office—ticket signed "F. Marsico." Facts admitted—Flynn explaining that he spotted the purchaser and carried out the transaction to find out who was testing his agency.

Fined—value of ticket—$17.

66. A. Zvingilas, South Boston, Mass.—Evidence presented that he had issued R. V. F. o. s. t. 16721.
1206 Cancelled.

68. Thos. Coon, Wharton, N. J. (File 479-C).—Alleged R. V. F. o. s. t. R-23314 was bought in Coon's office. Admits selling and states will represent Conference Lines only in future. Has refunded for test ticket. Fined $24—value of ticket.

Adjourned.

Confirmed

H. DOBLIN,
Chairman.

Petitioner's Exhibit 67.

1207

Confirmed by All Interested Lines.
Confirmed Copies Issued Oct. 1, 1908.
("Awaiting Confirmation" copies were issued Sept. 9, 1908, and may now be destroyed.)

These proceedings are in full force and effect—By all interested Lines.

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS No. 6

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, September 3, 1908, at 2 P. M. 1208

Present:

Mr. A. C. H. Nyland, Holland-American Line, in the chair.

Mr. Herman Winter, North German Lloyd.

Mr. S. S. Cortis, Mr. W. W. Jefferies, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. R. L. Walker, Mr. H. H. Kellerman, Mr. C. Falck, Cunard Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line. 1209

70. A. E. Johnson & Co., N. Y.—In view of the established principle that the general representatives of Conference Lines shall not act as booking agents for any other Line, A. E. Johnson & Co., New York (General Passenger Agents, Russian-American Line) have voluntarily resigned from the lists of persons eligible for employment as agents in New York City and Vicinity.

80. Stowe S. S. Agency, McKees Rocks, Pa. (File 476-C).—Alleged Lloyd N. Y. o. s. t. Q-149304 was

1210 *Petitioner's Exhibit 67*

bought in Stowe Agency office at cut of 50 cents. Admitted purchaser was given 50 cents for charity and he afterwards bought ticket.

Fined $10.

81. A. Goozel & Co. Grant St., Pittsburg, Pa. (File 475-C).—Alleged Hamburg Line o. s. t. 278817 was bought in Goozel's office at cut of $1.50. Goozel & Co. admit giving purchaser $1.50 for charity. Fined $10.

83. East Pittsburg National Bank, Wilmerding, Pa. (File 473-C).—Alleged Holland Line o. s. t. A-11354
1211 sold by the Bank at cut of 60 cents. Manager Foreign Dept. of the Bank admits he made the purchaser a "personal contribution" owing to his appeal for charity.

Fined $10.

84. S. Fishgrund, Wilmerding, Pa. (File 472-C).—Purchaser of Holland o. s. t. A-21009 makes affidavit he "believes" that this ticket was sold by Fischgrund at cut of $1.

Allegation denied. Dismissed—owing to lack and conflict of evidence.

85. Akers & Folkman, 28 Public Sq., Cleveland, O.
1212 (File 471-C).—Alleged these agents offered to divide commission with Cabin passenger.

Allegation denied.

Dismissed. Conflict of evidence.

86. The D. Rosenberg Co., McKeesport, Pa. (File 126-N).—Alleged American Line N. Y. o. s. t. D-80261 sold by these agents at cut of $2. Admit gave purchaser $2.40 on account of his plea for charity.

Fined $10.

87. Samuel Glick, Clairton, Pa. (File 125-N).—Alleged White Star o. s. t. D-21476 sold by Glick at

1213

cut of 90 cents. Admits that he "donated" 90 cents on account of plea for charity.

Fined $10.

Adjourned. Confirmed.

A. C. H. NYLAND,
Chairman.

Petitioner's Exhibit 68.

These Minutes contain no recommendations.

1214

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS No. 7

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, September 17, 1908, at 2:30 P. M.

Present:

Mr. Hermann Winter, North German Lloyd, in the chair.

1215

Mr. Max Strauss, Russian-American Line.

Mr. S. S. Cortis, Mr. W. W. Jefferies, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.

Mr. W. J. Reilly, Anchor Line.

Mr. R. L. Walker, Cunard Line.

Mr. H. H. Kellerman, Cunard Line.

Mr. C. Treyouvx, French Line.

Mr. A. T. Henderson, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-America Line.

1216 *Petitioner's Exhibit 69*

92. Russian-American Line.—This line joined Continental Conference on September 1, 1908.

Resolved that Russian-American Line be admitted as a participant in American Atlantic Conference Work, for third class business.

Adjourned.

Confirmed.
HERMANN WINTER,
Chairman.

1217 **Petitioner's Exhibit 69.**

Confirmed by All Interested Lines.
Confirmed Copies Issued Jan. 16, 1909.
("Awaiting Confirmation" copies were issued Oct. 12, 1908, and may now be destroyed.)

These proceedings are in full force and effect—By all interested lines.

AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS NO. 8

1218 Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, October 15, 1908, at 11 A. M.

Present:

Mr. Hermann Winter, North German Lloyd, in the chair.

Mr. Max Straus, Russian-American Line.

Mr. A. S. Anderson, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.

Petitioner's Exhibit 69

1219

Mr. W. J. Reilly, Anchor Line.
Mr. Charles H. Phelps, Jr., Austro-Americana.
Mr. R. L. Walker, Cunard Line.
Mr. G. Falck, Cunard Line.
Mr. A. T. Henderson, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.

99. E. McGrade, Main St. Kansas City, Mo. (File 4-A).—Alleged and admitted he sold two prepaid tickets of R. E. A. Co. July 21, 1908. He claimed that practically all agents in Kansas City were handling tickets of that Co. which he had now returned. 1220

To be advised that his action constituted a violation of rules as that Co. was not a member of Conference at the time, and to be warned that the Rules must be observed.

109. Chicago American Atlantic Conference Proceedings.—Minutes of meeting (2) Aug. 25 and (3) Sept. 15, 1908, duly received and are approved; but a proposition to increase the number of agents in Chicago from 95 to 100 is specially noted and attention to be called to the intent of the Lines to reduce agencies and curtail expenses as far as possible—also to provide equitable conditions for C. P. R. when that Company shall participate in Chicago work. 1221

110. Eastbound Through Booking of Third Class Passengers—(Min. 30)—It was reported that negotiations with Central Passenger Association Railroads during the past summer resulted in a joint Meeting in New York on October 2 and subsequent preparation of a draft understanding, which will be dealt with at a further joint Meeting in New York October 22.

Intention is to secure co-operation of all railroads desiring to do so, to embrace as large an extent of territory as possible.

1222 *Petitioner's Exhibit 70*

Special set of documents are maintained on subject and Special Committee acting for the U. S. port Lines, who have approved the draft understanding.

Its effectiveness is contingent on development of understanding with Trunk Lines on Westbound business.

111. Westbound Through Booking of Third Class Passengers—Understanding with Western Passenger Association and Southern Pacific—Proposal to extend to include Trunk Lines.

Probable that as soon as Eastbound understanding
1223 ratified Trunk Lines will act on Westbound matter.

Adjourned Confirmed,
HERMAN WINTER,
Chairman.

Petitioner's Exhibit 70.

Confirmed by All Interested Lines.
Confirmed Copies Issued April 5, 1909.
("Awaiting confirmation" copies were issued March 19, 1909 and may now be destroyed.)

These proceedings are in full force and effect by all interested Lines.

1224 AMERICAN ATLANTIC CONFERENCE

JOINT PROCEEDINGS NO. 9.

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, November 19, 1908, at 2:30 P. M.

Present:

Mr. Max Straus, Russian-American Line, in the chair.

Petitioner's Exhibit 70

1225

Mr. S. S. Cortis, Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines
Mr. W. J. Reilly, Anchor Line.
Mr. Charles H. Phelps, Jr., Austro-Americana.
Mr. G. Falck, Cunard Line.
Mr. A. T. Henderson, French Line.
Mr. Emil Lederer, Hamburg-American Line
Mr. A. C. H. Nyland, Holland-America Line
Mr. Hermann Winter, North German Lloyd.

113. Canadian Pacific Railway—Atlantic Steamship Lines.—Formally became members North Atlantic Passenger Conference November 9, 1908, carrying with it participation in A. A. C. work. 1226

118. "Control of Agents." Recommendations under A. A. C. Min. 9 were duly confirmed by the General Managers for the guidance of the travellers of the Lines when visiting agents.

These are re-affirmed—and it is also provided that the travellers shall give to booking agents in territory affected full explanation of the recently completed understanding with Central Passenger Association for Eastbound commercial rail allowance.

121. San Francisco Committee)
American Atlantic Conference) 1227

Organization meeting (No. 1) September 10, 1908.

Minutes presented and confirmed except S. F. Min. 3.

S. F. Meeting No. 2 held September 25, 1908 confirmed, but effectiveness of Min. 3 and 4 thereof of necessity *deferred*.

Adjourned.

Confirmed.
MAX STRAUS,
Chairman.

1228 **Petitioner's Exhibit 71.**

Confirmed by All Interested Lines.
Confirmed Copies Issued Apr. 6, 1909.
("Awaiting Confirmation" copies were issued Jan. 11, 1909, and may now be destroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 10

1229 Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passenger Conference Lines, held at No. 19 Broadway, New York, on Thursday, January 7, 1909, at 2:30 P. M.

Present:

Mr. S. S. Cortis)
Mr. R. H. Farley) American, Atlantic Transport, Leyland, Red Star, White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. C. H. Phelps, Jr., Austro-Americana.
Mr. R. L. Walker)
Mr. H. H. Kellerman) Cunard Line.
Mr. G. Falck
Mr. A. T. Henderson, French Line.
1230 Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H Nyland, Holland-America Line
Mr. C. Vande Stadt, Holland-America Line.
Mr. Hermann Winter, North German Lloyd.
Mr. Max Straus, Russian-American Line.
Mr. A. E. Johnson, Russian-American and Scandinavian-American Lines.
Mr. R. F. MacFarlane, Dominion Line.
Mr. Cortis in the Chair.

128. Chicago Proceedings—
American Atlantic Conference.

Petitioner's Exhibit 72

1231

Minutes of meetings in Chicago on Nov. 24 (No. 5), Dec. 8, (No. 6), Dec. 11 (No. 7), Dec. 22 (No. 8) and Dec. 29, No. (9) were presented for action, and read. They are in all parts confirmed, *except Chicago Minute 21*—Marcovich to also refund test order (Zotti 24315) in case against him.

Chicago Minutes 29-35—Osuchowski—case to be further investigated, tickets traced—indications being that he is as deeply involved as any other person in the matter.

Chicago Minutes 30-36—Heyman—penalty recommended is confirmed; but if Heyman pays, is reinstated and then resigns, it shall be refunded.

1232

Chicago Minute 31—Matters of this character not pertaining to a subject before Chicago Committee, should accordingly be expunged from record.

Adjourned.

Confirmed.

S. S. CORTIS,
Chairman.

Petitioner's Exhibit 72.

Confirmed by All Interested Lines.
Confirmed Copies Issued May 28, 1909.
("Awaiting Confirmation" copies were issued March 19, 1909, and may now be destroyed.)

1233

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS NO. 11

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passen-

1234 *Petitioner's Exhibit 72*

ger Conference Lines, held at No. 19 Broadway, New York, on Thursday, March 19, 1909, at 3 o'clock P. M.

Present:

Mr. W. J. Reilly, Anchor Line.
Mr. R. L. Walker,)
Mr. H. H. Kellerman) Cunard Line.
Mr. A. T. Henderson, French Line.
Mr Emil Lederer, Hamburg-America Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. A. E. Johnson, Russian-American Line, Scandi-
1235 navian-American Line
Mr. S. S. Cortis)
Mr. R. H. Farley) American, Atlantic, Transport, Dominion, Red Star and White Star Lines.
Mr. Reilly in the chair.

Minutes of meeting (No. 10) January 7, 1909 were read, and with certain designated alterations, confirmed.

134. Southern Pacific Rail Orders, in connection with Westbound Prepaid Third Class Ocean Tickets —Regulation of payment of rail commercial allowance to booking agents and to General Passenger Agents on
1236 Pacific Coast and elsewhere in connection with Westbound Third Class Inland Forwarding—These matters dealt with in General Railroad Agreement between Steamship Lines and W. P. A. and Southern Pacific 1897 (as amended 1905) Draft of communication to the Passenger Lines February 23 with preliminary draft of letter to Mr. Fee, Southern Pacific Co., San Francisco, were read.

Copies to be handed to the several Lines for examination, and subject to be discussed at an early meeting with respect to joint Steamship policy to be adopted.

Petitioner's Exhibit 72

1237

And in connection with Section 5 of Article III of the said agreement which reads:

"The party of the first part will undertake to secure and make effective a schedule of commissions to be paid to booking agents which shall be uniform through all Atlantic and Gulf Ports"—

all Lines to investigate their current practice throughout the United States and Canada, to the end that the present rail commercial allowance of 10% with maximum of $4 on Westbound third class inland forwarding to points in the United States and Canada shall be apportioned as follows:

1238

2½% (1/4 maximum) reserved by the Steamship Lines' Seaboard offices.

2½% (1/4 maximum) to be granted to General Passenger Agents and Lines' own offices at G. P. A. points.

5% (1/2 maximum) to be granted to Booking Agents.

136. "Associations" of Steamship Agents—
Rhode Island—
Detroit—

Western Pennsylvania—Lines and Conferences do not officially recognize associations of agents. Communications from two of the Associations mentioned are on the docket and are to be replied to by Secretary to the signers of those communications as individuals —calling attention to the regular Conference rules for the guidance of booking agents in all their features, which include the necessity of reports by agents to Conference of any violations of rules on the part of others that may come to their knowledge, with the evidence thereof.

1239

Adjourned.

Confirmed.
W. J. REILLY,
Chairman.

1240 **Petitioner's Exhibit 73.**

Confirmed by all Interested Lines.
Confirmed Copies Issued April 12, 1909.
("Awaiting Confirmation" copies were issued Apr. 2, 1909, and may now be desctroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 12.

Minutes of a Meeting of Heads of Passenger De-
1241 partments of Continental and North Atlantic Passenger Conference Lines, held at No. 17 State St., New York on Friday, April 2, 1909, at 11:30 o'clock, A. M.

Present:

Mr. Charles H. Phelps, Jr., Austro-Americana, in the chair.
Mr. R. L. Walker, Cunard Line.
Mr. H. H. Kellerman, Cunard Line.
Mr. Emil Lederer, Hamburg-America Line.
Mr. E. Vlierboom, Holland-American Line.
Mr. Hermann Winter, North German Lloyd.
Mr. Max Straus, Russian-American Line.
Mr. A. E. Johnson, Scandinavian-American Line.
1242 Mr. S. S. Cortis, American Atlantic Transport, Dominion, Leyland.
Mr. R. H. Farley, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.

138. H. Claussenius & Co., Chicago.—Referring to Chicago A. A. C. Meetings (No. 13) held March 2 and (No. 14) March 16, 1909, these proceedings deal with complaints alleging violation of Conference rules.

Resolved, that these complaints do not involve North German Lloyd at all—that instead they are com-

Petitioner's Exhibit 73 1243

plaints against H. Claussenius & Co. (Who are W. G. P. A. of North German Lloyd).

The evidence received and the voluminous digest thereof appearing in these Chicago proceedings require no reference here to particulars.

Resolved, that the evidence and admissions of H. Claussenius & Co. presented, show gross carelessness and lack of appreciation on part of H. Claussenius & Co. of the responsibilities of the position of a General Passenger Agent of a Conference Line, for which no excuse can be accepted, and

Resolved, that for the gross violation of Conference rules involved, a fine of Five hundred ($500) dollars 1244
be and is hereby imposed upon H. Claussenius & Co., for their dealings with the dummy "Belinski" and Zinner, Bock & Co.—Further

Resolved, that "Bellinski" and Zinner, Bock & Co. are declared permanently ineligible for employment as Steamship Agents.

Adjourned.

Confirmed.

CHARLES H. PHELPS, JR.,
Chairman.

Petitioner's Exhibit 74. 1245

Confirmed by all Interested Lines.
Confirmed Copies Issued May 28, 1909.
("Awaiting Confirmation" copies were issued April 19, 1909, and may now be destroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 13.

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passen-

1246 *Petitioner's Exhibit 73*

ger Conference Lines, held at No. 17 State St., New York, on Thursday, April 15, 1909, at 2:30 o'clock P. M.

Present:

Mr. R. L. Walker, Cunard Line.
Mr. H. H. Kellerman, Cunard Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. Hermann Winter, North German Lloyd.
Mr. Max Straus, Russian-American Line.
Mr. A. E. Johnson, Scandinavian-American Line.

1247 Mr. S. S. Cortis, American, Atlantic Transport, Leyland, Red Star.
Mr. R. H. Farley, Dominion and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. Walker in the chair.

139. Regulation of Payment of Rail Commercial Allowance to Booking Agents and to General Passenger Agents on Pacific Coast and elsewhere, in connection with westbound third class inland forwarding—Referring to Min. 134, action was postponed until next meeting, to enable the Lines to receive report from Mr. Hartfield, who will shortly return from the Pacific Coast.

1248 Whereas, in certain U. S. and Canadian territory, conditions have arisen calling for payment to booking agents of the gross Westbound Rail Commercial Allowance received from the railroads, it was

Resolved, that the principle of a commercial rail allowance payment on westbound business to booking agents of 5%, maximum $2, be extended to all territory in the United States and Canada, on a date to be fixed, and subject to concurrence and co-operation of Mediterranean Conference and Canadian Lines.

Petitioner's Exhibit 74

1249

140. Conference Circulars to Agents.—Special C. C. & N. A. P. C. Joint Circular dated "February, 1909, issued at that time, repeating for agents' information the text of Agents' Rule 9.

143. Agencies—Salvation Army, New York Headquarters.—Application for agency for second and third class "Army business" declined.

Kassner & Brunne, New York.—Added to eligible C. C. & N. A. P. C. Lists. (Made $250 deposit May 18, 1909, with Continental Conference.)

Adjourned.

Confirmed.

R. L. WALKER,
Chairman.

1250

Montreal
Portland
Quebec
Boston
New York
Philadelphia
Baltimore

February, 1909.

To our Agents:

Attention of our agents is called to the long standing rule of the Lines, which reads:

1251

"Agents are prohibited from booking passengers for any steamer except those of the Lines, members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported."

Agents are advised that the undersigned comprise the full list of members of

1252 *Petitioner's Exhibit 75*

The Continental Conference:
Austro-Americana.
Cunard Line.
French Line.
Hamburg-American Line.
Holland-America Line.
North German Lloyd.
Red Star Line.
Russian-American Line.

The North-Atlantic Passenger Conference:
Allan Line.
1253 American Line.
Anchor Line.
Canadian Pacific Railway.
Atlantic Steamship Lines.
Cunard Line.
Donaldson Line.
Scandinavian-American Line.
White Star Line.
White Star-Dominion Line.

Petitioners' Exhibit 75.

1254 Confirmed by all Interested Lines.
Confirmed Copies Issued June 21, 1909.
("Awaiting Confirmation" copies were issued June 7, 1909, and may now be destroyed.)

These proceedings are in full force and effect.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 14.

Minutes of a Meeting of Heads of Passenger Departments of Continental and North Atlantic Passen-

1255

ger Conference Lines, held at No. 17 State Street, New York, on Thursday, June 3, 1909, at 2:30 P. M.

Present:

Mr. R. H. Farley, American, Atlantic Transport, Dominion, Leyland, Red Star and White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. C. H. Phelps, Jr., Austro-Americana.
Mr. R. L. Walker, Mr. H. H. Kellerman, Mr. A. T. Henderson, } Cunard Line, French Line.
Mr. H. Doblin, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line. 1256
Mr. Hermann Winter, North German Lloyd.
Mr. Max Straus, Russian-American Line and Scandinavian-American Line.
Mr. Doblin in the chair.

167. B. H. Lichman, 8 Church St., Amsterdam, N. Y. (File 31-A).—Alleged in sale of Red Star p. s. t. 35,605 and Cunard p. s. t. 7466 cut of $1 each made. Allegations denied, but in weak and inconclusive fashion. As there are two transactions, nominal fine of $25 imposed.

Adjourned.

Confirmed.
H. DOBLIN,
Chairman. 1257

Petitioner's Exhibit 76.

"Awaiting Confirmation" of the General Managers of all Interested Lines.

AMERICAN ATLANTIC CONFERENCE.

JOINT PROCEEDINGS No. 16.

Minutes of a General Meeting of Continental and North Atlantic Passenger Conference Lines held at

1258 *Petitioner's Exhibit 76*

No. 17 State Street, on Tuesday, November 9, 1909, at 11 A. M.

Present:

Mr. George Hannah, Allan Line.
Mr. W. W. Jefferies, } American, Atlantic Transport,
Mr. R. H. Farley, } Dominion, Leyland, Red and
Mr. A. S. Anderson, } White Star Lines.
Mr. W. J. Reilly, Anchor Line.
Mr. Chas H. Phelps, Jr., Austro-Americana.
Mr. W. G. Annable, Canadian Pacific Atlantic S. S. Lines.

1259 Mr. R. L. Walker, }
Mr. H. H. Kellerman, } Cunard Line.
Mr. R. F. Macfarlane, Dominion and White Star-Dominion Lines.
Mr. C. Treyvoux, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. Herman Winter, Mr. E. Salzer, North German Lloyd.
Mr. Max Straus, Russian-American Line.
Mr. A. E. Johnson, Scandinavian-American Line.
Mr. A. C. H. Nyland in the chair.

1260 184. East and Westbound Rail Commercial allowances in all United States and Canada for inland bookings in connection with bookings of prepaid and Eastbound Trans-Atlantic Passengers of all classes—where such is granted by inland carriers.—

All interested Steamship Lines at United States and Canadian Ports hereby concur and agree in the principle that for such inland bookings to or from interior points (where inland commercial allowance is available at any time) that

One-half (with ½ maximum) and no more, of such inland commercial allowances shall be granted to,

1216

and may be deducted from remittances of, sub-agents of Steamship Lines, on their conforming to requirements of through booking on Steamship Lines' own inland orders or endorsement on ocean tickets for prepaid (Westbound) business, and the use of Steamship Lines' inland voucher coupons for Eastbound business. This definite agreement and undertaking in respect to East and Westbound rail commercial allowances as to all United States and Canada and disposal thereof (also any other agreements that may in future be made regarding such inland rail business or in connection therewith) is binding and is an obligation on all participating Steamship Lines. It shall be referred at once to Europe with request that it be made a by-law of any arrangements in Europe.

1262

This agreement to take effect Jan. 1, 1910, by individual action as necessary.

Canadian Pacific voted "Aye" subject to approval, as to C. P. R. rail orders only.

(Min. 134, 139.)

Note: Mediterranean Conference Lines will undoubtedly ratify this action simultaneously.

Following was taken under advisement, with action deferred—That the principal seaboard office of each Line and Service in settling accounts in full with designated inland carriers' officials, shall retain the remaining one-half (1/2 maximum) inland commercial allowance, as their reimbursement for the control, responsibility and labor involved in this system—with the reservation that General Passenger Agents at G. P. A. points who are employed on a commission basis may receive not more than one-quarter (1/4 maximum) on business done direct by or through subagents reporting to them. This phase of the subject is meanwhile left to the option of each Line and Service,

1263

1264 *Petitioner's Exhibit 76*

provided the definite agreement regarding sub-agents be not altered directly or indirectly.

185. "Westbound Immigrant Inland Forwarding" (U. S. Port Business). — Arrangements 1897 (amended 1905) between Western Passenger Association, Southern Pacific Company and U. S. Port Steamship Lines are in charge of a special committee (which maintains a regular series of committee reports). Committee will meet interested railroads 10 and 11 Nov., 1909, for revision of this long standing basis.

Amount of inland commercial allowance to be
1265 granted sub-agents by both Canadian and U. S. Port Steamship Lines is made uniform under the agreement recorded in Min. 184.

186. "Eastbound Steamship Passenger Traffic" "Central Territory".—Current arrangements operative since Nov., 1908, between Central Passenger Association and Canadian Pacific and all Canadian and U. S. Port Steamship Lines are continuing satisfactorily.

"Western Territory".—Negotiations now pending for extension of the same basis from Pacific Coast east, and covering all interested railroads.

1266 "Southeastern Territory".—This will be taken up subsequently.

"Southwestern Territory".—This will be taken up subsequently.

These arrangements as now existing and under contemplation are dealt with for U. S. Port Lines through a special committee maintaining a regular series of reports, and conferring with committee of Canadian Steamship Lines on matters of common interest. The arrangements cover Eastbound ocean passengers traveling second-class rail (except from points

1267

where second-class rail rates do not exist they cover first-class rail via all U. S. and Canadian North-Atlantic Port).

Page 3.

Awaiting Confirmation A. A. C. Meeting (16) Nov. 9, 1909.—

187. Southern Pacific Rail Orders, in connection with prepaid (Westbound third class ocean tickets—regulation of payment of rail commercial allowance to booking agents.—Referring to Min. 134 and 139, special joint circular dated "July, 1909" of all U. S. Port and Canadian Lines was issued, declaring effective July 1, 5% ($2 maximum) rail commercial allowance to agents on Immigrant Westbound rail in connection with prepaid ocean business for California, Oregon and Washington—Southern Pacific acquiescing and taking similar action simultaneously.

1268

188. Trunk Line Association—Absence of Arrangements Regarding Westbound Passenger Traffic (Min. 110, 111).—Special Westbound Committee of U. S. Port Lines was requested and authorized by those Lines to enter into negotiations with Trunk Line Association and to establish and maintain a separate series of reports in respect thereto.

1269

189. Conference Rules for Agents.—These were taken up, but discussion not completed. The rule regarding prompt payment for passage tickets, etc. was amended to read as follows:

"The actual amount received for passage money must always appear on the passage contract or ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents *promptly* accompanied by remittance. Failure to do so shall upon complaint of any one Line, be cause for cancellation by all Lines."

1270 *Petitioner's Exhibit 77*

It was arranged that Secretary will print, for use of any Line desiring it, supplies of a special Conference circular promulgating this amended rule.

Adjourned. Confirmed.

CHAIRMAN.

Petitioner's Exhibit 77.

Meeting No. 151.

Issued May 4, 1908—Confirmed by the General Managers.

1271

STANDING COMPLAINT COMMITTEE.

THE CONTINENTAL CONFERENCE.

Minutes of a Meeting of standing Complaint Committee of the Continental Conference held at No. 19 Broadway, New York, on Thursday, October 17, 1907, at 3 P. M.

Present:

Mr. C. H. Phelps, Jr., Austro-Americana, in the chair.

1272 Mr. C. Treyvoux, French Line.
Mr. Emil Lederer, Hamburg-American Line.
Mr. A. C. H. Nyland, Holland-America Line.
Mr. Hermann Winter, North German Lloyd.
Mr. R. H. Farley, Red Star Line.

Absent:

Cunard Line.

1064. John Berg, Egypt, Pa.—Reported to be openly selling tickets of Russian Volunteer Fleet.

1273

Agreed, that opportunity to be given him to choose definitely between Conference and non-Conference Lines with prompt reply.

Adjourned. Confirmed.

CHARLES H. PHELPS, JR.,
Chairman.

Copies "Awaiting Confirmation" issued Oct. 18, 1907—Confirmed May 4, 1908.

Petitioner's Exhibit 78.

1274

Meeting No. 151.

Issued May 4, 1908.—Confirmed by the General Managers.

STANDING COMPLAINT COMMITTEE.

THE CONTINENTAL CONFERENCE.

Minutes of a Meeting of Standing Complaint Committee of the Continental Conference held at No. 19 Broadway, New York, on Thursday, Octoer 17, 1907, at 3 P. M.

Present:

1275

Mr. C. H. Phelps, Jr., Austro-Americana, in the chair.

Mr. C. Treyvoux, French Line.

Mr. Emil Lederer, Hamburg-American Line.

Mr. A. C. H. Nyland, Holland-American Line.

Mr. Hermann Winter, North German Llyod.

Mr. R. H Farley, Red Star Line.

Absent—Cunard Line.

1053. Union Savings Bank, Pittsburg, Pa. (File 431)—Russian Volunteer Fleet o. s. t. 16243 issued

1276 *Petitioner's Exhibit 78*

by this bank and fact of this issue admitted by the bank. Claim that this was due to error of judgment on their part and lack of knowledge that Russian Volunteer Fleet was not a member of Conference. Stated October 8, 1907, that tickets of Russian Volunteer Fleet had been returned.

Union Savings Bank have refunded the value of the ticket.

Agreed, that Union Savings Bank, Pittsburg, be fined $25 for violation of rules.

(Note—fine paid Oct. 30).

1277 1054. Henry Muller, Philadelphia—(File 433)—Russian Volunteer Fleet o. s. t. R 3352—This ticket, signed by Muller himself, presented as evidence of violation of rules.

Agreed, that Muller be fined $25 and required to refund ticket.

(Note—Fine paid Oct. 19).

1059. Norton & Ruskovitz, Vanderbilt, Pa.)
First National Bank, Connellsville, Pa.) (File 430). Russian Volunteer o. s. t. R 13822, issued September 10, 1907, presented.

This is signed by First National Bank, but receipt covering its issue and payment therefor is in evidence,

1278 signed by Norton & Ruskovitz.

Agreed, that each of these agents be fined $25 for violation of rules, and that Norton & Ruskovitz be required to refund the ticket.

(Note—Fines paid Oct. 29 and ticket refunded.)

Adjourned. Confirmed.

CHARLES H. PHELPS, JR.,
Chairman.

Copies "Awaiting Confirmation" issued Oct. 18, 1907—Confirmed May 4, 1908.

Petitioner's Exhibit 79.

1279

Meeting No. 152.

Issued May 4, Confirmed by the General Managers except as to Min. 1080 and 1081 by Cunard, Lloyd Baltimore and Red Star.

STANDING COMPLAINT COMMITTEE,

THE CONTINENTAL CONFERENCE.

Minutes of a meeting of Standing Complaint Committee of the Continental Conference held at No. 19 Broadway, New York, on Tuesday, January 21, 1908, at 2:30 P. M. 1280

Present:

Mr. Emil Lederer, Hamburg-American Line, in the chair.
Mr. A. C. H. Nyland, Holland-American Line.
Mr. E. Wortmann, North German Lloyd.
Mr. Richard H. Farley, Red Star Line.
Mr. Charles H Pelphs, Jr., Austro-Americana.
Mr. C. Treyvoux, French Line.
Absent—Cunard Line.

1074. Stanley S. Yasik, Wilmington, Del. (File 435.) Russian Volunteer o. s. t. 1617. Evidence presented and admitted by Yasik that he was doing business in his regular place of appointment as Conference agent for non-Conference Line. Expressed willingness to discontinue. 1281

Recommended, that Yasik be continued as an agent of Conference Lines provided he refund the value of the ticket in evidence.

1075. S. Mack, Elizabeth, N. J. (File 429). Complaint of sale of non-Conference Line tickets and overcharging and in another case of giving credit Rus-

1282 *Petitioner's Exhibit 80*

sian Volunteer o. s. t. R. 3102 Hamburg Line s. p. t. 247385. There is no question of the facts.

Recommended, that Mack be fined $50, given option of representing Conference or non-Conference Lines, and refunding overcharge.

1076. John G. Heinl., Terre Haute, Ind. Found to have sold Russian East Asiatic o. s. t. 5367. Admits, but claims through ignorance of his representative who transacted the business.

Recommended, that he be given the option of representing Conference or non-Conference Lines.

1283 1083. A. G. Kail, Uniontown, Pa. (File 422). This man was restored as agent on condition that he apply to Conference and on surrender forthwith of the agency of any non-Conference Line or of any Line antagonistic to any of the Conference Lines. This was subsequently arranged and Kail was declared re-eligible for employment under date of January 1, 1908. He refunded outstanding Russian Volunteer Fleet ticket.

Adjourned. Confirmed.

EMIL LEDERER,
Chairman.

Copies "Awaiting Confirmation," issued Jan. 22.
1284 Confirmed March 18, 1908.

Petitioner's Exhibit 80.

Awaiting Confirmation.

THE CONTINENTAL CONFERENCE

THIRD SERIES NO. 174.

Minutes of a General Meeting of the Continental Conference, held at No. 19 Broadway, New York, on Thursday, September 3, 1908, at 4 P. M.

Petitioner's Exhibit 80

1285

Present:

Mr. A. C. H. Nyland, Holland-America Line in the chair.
Mr. Hermann Winter, North German Lloyd.
Mr. R. H. Farley, Red Star Line.
Mr. W. J. Reilly, Anchor Line.
Mr. R. L. Walker, Cunard Line.
Mr. H. H. Kellerman, Cunard Line.
Mr. G. Falck, Cunard Line.
Mr. A. T. Henderson, French Line.
Mr. Emil Lederer, Hamburg-American Line and
Mr. Max Straus, Russian-American Line.

1286

1319. Russian-American Line (R. E. A. S/S. Co.)—Application dated August 30, 1908, received from Messrs. A. E. Johnson & Co., General Passenger agents for membership of Russian-American Line in Continental Conference.

Informal acceptance thereof by the members of Conference on Sept. 1, 1908, was, on motion, unanimously ratified.

1320. Conference Circular No. 21, dated Aug. 31, 1908, advising agents that the Russian-American Line is a member of Conference was also ratified and confirmed.

1287

1321. Conference Rules. Eligible Agents, New York City and Vicinity.—In reply to questions, Russian-American Line stated that they were acquainted with the rules and it was understood that any points which they desired to make should be presented by them to secretary as they may arise.

Russian-American Line nominated the following persons for inclusion in the eligible list of agents in New York City and vicinity.

Nicholas J. Borisoff, 219 East 23rd St., New York City.

1288 *Petitioner's Exhibit 81*

F. Ulrich, 1261 Park Ave., New York City.

Eisenberg & Mindel, 186 Rivington St., New York City.

I. Herz, 2 Carlisle St., New York City.

A. Paszek, 30 South Orange St., Newark, N. J.

On motion, they were each declared eligible, on their compliance with the rules and on making individual $250 cash deposits.

Adjourned.

Confirmed.
A. C. H. NYLAND,
Chairman.

1289

Petitioner's Exhibit 81.

HOLLAND-AMERIKA LINE.

Rotterdam, May 29th, 1906.

Private No. 729.

Holland-America Line,
New York.

Gentlemen:

Your private No. 986.

We have noted with interest the letter of the Rail-
1290 road Committee to the Bureau of the Western Rail Lines particularly the part of it which refers to Peter McDonnell.

Your private No. 987.

We are aware that owing to the low cash rates, the B. L. have been quoting of late a not inconsiderable number of Dutch 3rd class passengers went by B. L. We may add that we had a meeting at Cologne on the 25th instant with some of the B. L. with the result that very likely the old Continental Agreement of 1898, will be restored before long with some modifica-

1291

tions however. For instance the B. L. share will be increased to 7.8% without Cunard, which line for the present will not be a party to the agreement. On the other hand clauses will be inserted in the new agreement so as to stop the practice of booking Continental passengers via Hango, Esbjerg, etc., without accounting for them in the pool.

Your private No. 990.

We have noted the appointment of Captain Melville as general agent for all classes of business at Toronto.

Yours very truly,

HOLLAND-AMERICAN LINE.

1292

Petitioner's Exhibit 82.

April 22nd, 1909.

Mr. Sanford,
New York, N. Y.

Dear Sir:

During today's conference meeting we were charged with employing Mediterranean Agents who are not conference agents, and an affidavit was introduced stating that our ticket had been seen as late as April 14th inst. in the hands of Furno & Nasi, and Faraco & Co.

1293

The matter has been referred to the N. Y. Conference, and in order to enable you to properly present our side of the case, we want to state that we have acted in perfect good faith, and we do not believe that we have infringed on the spirit of Conference.

During the fight when Conference was suspended, we, just like all other western agts. placed blanks wherever we saw a chance for business; but when Conference was re-established and a certain list of

1294 *Petitioner's Exhibit 82*

Chgo City Agents was agreed upon by the Chgo Conference we demanded the return of Lloyd Sabaudo blanks from all parties who were not on the Conference list of Chgo City. Our demands were complied with in every instance excepting by Messrs. Furno & Nasi, and Faraco & Co. We repeatedly sent our representative to both of these parties to recover our blanks, and also wrote them in the matter as can be seen by the copies on file in our office.

We finally succeeded in getting back our blanks on April 19th, 1909. We further wish to state that the
1295 first demand for our blanks was made on these people immediately after the eligible list was fixed and in as much as no sale was made by these agents since that time, nor if made would have been accepted by us we believe that in the face of our continued efforts to recover our blanks we cannot fairly be charged even with slightest attempt to evade the letter and spirit of Conference.

Yours very truly,

Petitioner's Exhibit 82.

1296 July 2, 1909.

Messrs. P. Schiavone & Son,
383 South Halstead St.,
Chicago, Ill.

Dear Sirs:

The complaint against you for violation of rules, dealt with under Chicago Mediterranean Minute 230, has been given attention.

Conference imposes a penalty of $50 upon you for violation of rules involved in the complaint and which you have been candid enough to admit.

Petitioner's Exhibit 82

1297

In accordance with rules, this penalty is to be paid within seven days from date hereof.

Yours truly,

LAWSON SANDFORD Sec'y.

S/P

July 9th, 1909.

Mr. Lawson Sanford,
Secretary of Conference,
17 State Street,
New York City.

1298

Dear Sir:

We have your favor of the 2nd inst. and note that Conference has fined us $50.00 for what is claimed a violation of rules.

Now dear Mr. Sanford we feel that we are not to blame in any way as we did all our power to lift our blanks from all agents who were not on the Chicago list, as soon as Conference was re-established.

We attach hereto copies of the letters which we have written to the different agents demanding the return of our blanks and we would say that our Mr. Umbert Guglielmi called on the several Agents and demanded the return of the blanks.

1299

Furthermore, our Mr. Michael F. Schiavone repeatedly demanded the return of the blanks by 'phone as he did not succeed in finding the agents at their respective offices and we finally secured on blanks on April 19th, 1909.

We would especially remind you that during the rate war the General Agents were allowed to use as agents anyone whom they saw fit but we also wish to state that just as quick as Conference was again working, we took our blanks from every one who was not on

1300 *Petitioner's Exhibit 82*

the regular list. That we did not succeed at once in recovering our blanks from the agents in question was no fault of ours. We made earnest and honest offers to recover our blanks and did not accept, nor would have accepted any business from these agents had they offered any.

Therefore we ask you to please bring up this matter once more at the next meeting and will you kindly submit the present with all attached affidavits and documents to Conference.

Yours very truly,

Dict MFS/P

1301

AFFIDAVIT.

County of Cook, } ss:
State of Illinois, }

Umberto Guglielmi of This City of Chicago County of Cook and State of Illinois being duly sworn on oath deposes and says:

That he is in the employ of P. Schiavone and Son as Clerk. During March and the first half of April 1909 by order of said P. Schiavone And Son, affiant made repeated calls at the offices of Furno &
1302 Nasi, Faraco & Co. and A. Conforti and demanded from these people the various ticket-blanks of the Lloyd Sabaudo Steamship Company.

Affiant was at first unsuccessful as he was told that the blanks could not be found, that they were locked away and that the proprietors of the Offices were out. However after repeated calls he finally succeeded in taking up all the blanks on April 19th, 1909.

Subscribed and sworn to before me
this 9th day of July A. D. 1909.

Notary Public.

(Seal)

Petitioner's Exhibit 82

1303

July 23, 1909.

Messrs. P. Schiavone & Son,
383 South Halstead St.,
Chicago, Ill.

Dear Sirs:

Writer has been absent from town. He finds upon his return yours dated July 9, with enclosures.

It is necessary to say that his absence has prevented active following up of our letter dated July 2. You are advised that while it is intended to give you every opportunity to present documents, etc., and that yours 1304
under acknowledgment will be submitted to Conference at first opportunity, nevertheless the fine having been imposed, it is necessary that it be paid without further parley. We therefore recommend that you adopt this course, to avoid the necessity, which we would be reluctant to face of notifying that you have failed to pay the fine and that therefore your agency was suspended until payment.

Yours truly,

LAWSON SANDFORD.

S/P

1305

1306 *Petitioner's Exhibit 82*

THE WESTERN UNION TELEGRAPH COMPANY.

—INCORPORATED—

24,000 Offices in America.

Cable Service to all the World.

RECEIVED at
Goodman's Drug Store,
12th & Johnson Sts.
Phone Cana Chicago.

1307 15 CH XD GS 19 Collect
NEW YORK JULY 28 09

P. Schiavone & Sons,
383 Halstead St.

Referring ours July twenty third exercise your option by return telegram do you pay fine or accept suspension.

LAWSON SANFORD.

112pm
Answer
Check already in mail,
P. Schiavone & Sons.

1308

July 28-1909

Mr. Lawson Sanford,
17 State St.,
New York City.

Dear Sir:

As requested in your favor of the 23rd inst., enclosed herewith we are sending you our check for $50.00 under protest.

Kindly bring our evidence at the next meeting and oblige,

Respectfully yours,

Petitioner's Exhibit 82

1309

THE WESTERN UNION TELEGRAPH COMPANY.

—INCORPORATED—

24,000 Offices in America.

Cable Service to all the World.

SEND the following message subject to the terms on back hereof, which are hereby agreed to

Chicago, July 28-1909

Lawson Sanford,
17 State St.,
New York.

1310

Check already in mail.

P. SCHIAVONE

THE MEDITERRANEAN CONFERENCE

17 State Street,

New York, July 30, 1909.

Messrs. P. Schiavone & Son,
Chicago.

1311

Dear Sirs:

Your telegram and letter 28th July enclosing check for $50 received. This is in payment of a fine imposed upon you and which you have taken entirely too long a time to remit. No payments of fines are accepted under protest but the evidence you have submitted since notified of the fine will be presented at next meeting.

Yours truly,
LAWSON SANDFORD.

s/s

1312 **Petitioner's Exhibit 83.**

HOLLAND-AMERIKA LIJN

Telegram-Adres
Americano Rotterdam
Telefoon: No. 5803.

Afdeeling Passage.

G. Rotterdam, April 26th, 1909.

Monday

4964

Holland-America Line.

1313 New York.

Dear Sirs:

Advance in outward 3rd class rate to $33.—. Small Committee re-instated.

We beg to acknowledge receipt of your Private No. 1499 of April 16th, contents of which have our careful attention.

Yours truly,
HOLLAND AMERICA LINE

G. O. D.

1314

Petitioner's Exhibit 84. 1315

HAMBURG-AMERICAN LINE.

Hamburg-American Building

41-45 Broadway, N. Y.

1334 Walnut Street, Philadelphia.
902 Olive Street, St. Louis.
159 Randolph St., Chicago.
90 State Street, Boston.
160 Powell Street, San Francisco.

REDUCTION STEERAGE OUTWARD RATE 1316

To Our Agents:

Gentlemen: Please note that for the

S. S. "GRAF WALDERSEE,"

which will leave NEW YORK for HAMBURG direct on SATURDAY JANUARY 15th, 1910, 9 A. M., the Steerage Outward Rate has been reduced to

$24.00
Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we 1317 are

Yours truly,
HAMBURG-AMERICAN LINE
Emil L. Boas
Res. Director & Gen'l Manager.

January 8th, 1910.

1318 **Petitioner's Exhibit 85.**

HAMBURG-AMERICAN LINE.

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.
159 Randolph Street, Chicago.
160 Powell Street, San Francisco.
902 Olive Street, St. Louis.
90 State Street, Boston.

The Twin-Screw Steamer

1319 "GRAF WALDERSEE"

Length, 585 Feet, Gross Tonnage, 13,000 Tons.
Provided with Bilge Keels.

Will sail from New York.

January 15th, 1910, at 9 A. M.

FOR HAMBURG DIRECT

Rates

I Cabin	II Cabin	
1320 To Hamburg, $82.50	To Hamburg, $55.00	
	To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn, Gothenburg, Helsingborg, Laurvig, Malmo, Skien, Stavanger	Quoted on Application
	To Stockholm	

Petitioner's Exhibit 85

1321

III Cabin		Steerage	
To Hamburg,	$37.00	To Hamburg,	$35.00
To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn, Gothenburg, Helsingborg, Laurvig, Malmo, Skien, stavanger	$38.50	To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn, Gothenburg, Helsingborg, Laurvig, Malmo, Skien, Stavanger	$33.50
To Stockholm	$41.50	To Stockholm	$36.50

1322

HAMBURG-AMERICAN LINE

Emil L. Boas,

Res. Director & Gen'l Manager.

Hamburg-American Line Travelers' Checks can be cashed anywhere.

1 '10-1,000

1323

1324 **Petitioner's Exhibit 86.**

HAMBURG-AMERICAN LINE.

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.
902 Olive Street, St. Louis.
159 Randolph St., Chicago.
90 State Street, Boston.
160 Powell Street, San Francisco.

REDUCTION STEERAGE OUTWARD RATE

1325 To Our Agents.

Gentlemen: Please note that for the

S. S. "PRESIDENT LINCOLN,"

which will leave NEW YORK for HAMBURG on SATURDAY, JANUARY 29th, 1910, 9 A. M., the Steerage Outward Rate has been reduced to

$22.00
Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we
1326 are,

Yours truly,
HAMBURG-AMERICAN LINE
Emil L. Boas,
Res. Director & Gen'l Manager.

January 24th, 1910.

Petitioner's Exhibit 87. 1327

HAMBURG-AMERICAN LINE.

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.
159 Randolph Street, Chicago.
160 Powell Street, San Francisco.
902 Olive Street, St. Louis.
90 State Street, Boston.

The Twin-Screw Steamer

"PRESIDENT LINCOLN" 1328

Length, 615 Feet. Gross Tonnage, 18,000 Tons.
Provided with Bilge Keels.

Gymnasium, Electric Light, Baths, Etc.

Will sail from New York

JANUARY 29TH, 1910, at 9 A. M.

FOR CHERBORG (PARIS) AND HAMBURG

Rates

I Cabin.	II Cabin	
	To Hamburg,	$55.00
	To Paris,	61.00
To Hamburg, $87.50	To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn, Gothenburg, Helsingborg, Laurvig, Malmo, Skien, Stavanger	Quoted on Application
To Paris $96.25		
	To Stockholm.	

1329

1330 *Petitioner's Exhibit 87*

III Cabin.		Steerage	
To Hamburg	$37.00	To Hamburg,	$35.00
To Paris	40.60	To Paris	38.60
To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn,		To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn,	
1331 Gothenburg, Helsingborg, Laurvig, Malmo, Skien, Stavenger	$38.50	Gothenburg, Helsingborg, Laurvig, Malmo, Skien, Stavanger	33.50
To Stockholm	41.50	To Stockholm	36.50

HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

Hamburg-American Line Travelers' Checks can be cashed anywhere.

1 '10-1750

1332

Petitioner's Exhibit 88. 1333

RED STAR LINE

NEW YORK-ANTWERP SERVICE.

New York, Jan. 18th, 1910.

IMPORTANT

To Agents:

Please note that on

STEAMER "LAPLAND" (New)

18094 Tons

1334

FROM NEW YORK JANUARY 22, 1910.

the third class rate from New York to Antwerp will be

$22.00

Commission $2.00

For rates to inland points consult Tariff No. 8.

Third class rates for other sailings remain unchanged as per agents' circular No. 4 and public rate sheet No. 5.

We hope that this reduction will enable you to secure a large number of passengers for S. S. "Lapland."

Advices should be sent to us promptly so as to enable us to reserve the necessary accommodation. 1335

Yours truly,

RED STAR LINE.

1336 **Petitioner's Exhibit 89.**

(Cut of S. S. Deutschland.)

HAMBURG-AMERICAN LINE.

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.
902 Olive Street, St Louis.
159 Randolph St., Chicago.
90 State Street, Boston.
160 Powell Street, San Francisco.

1337

REDUCTION STEERAGE OUTWARD RATE

To Our Agents.

Gentlemen: Please note that for the

S. S. "PRESIDENT GRANT,"

which will leave NEW YORK for HAMBURG on SATURDAY, FEBRUARY 5th, 1910, 2 P. M., THE STEERAGE OUTWARD RATE HAS BEEN REDUCED TO

$22.00

1338 Commission $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE
Emil L. Boas
Res. Director
& Gen'l. Manager.

January 31st, 1910.

Petitioner's Exhibit 90. 1339

HAMBURG-AMERICAN LINE.

Hamburg-American Building,

41-45 Broadway, New York.

1334 Walnut Street, Philadelphia.
902 Olive Street, St. Louis.
159 Randolph Street, Chicago.
90 State Street, Boston.
160 Powell Street, San Francisco.

"PRESIDENT GRANT" 1340

Length 615 Feet, Gross Tonnage 18,000 Tons.
Provided with bilge Keels.

GYMNASIUM, ELECTRIC LIGHT, BATHS, ETC.

Will sail from New York

FEBRUARY 5th, 1910, AT 2 P. M.

FOR CHERBOURG (PARIS) AND HAMBURG

Rates

1 Cabin		2nd Cabin		1341
To Hamburg	$87.50	To Hamburg	$57.50	
To Paris	96.25	To Paris	63.50	

2nd Cabin

To Aalborg
Aalesund,
Arendal, Bergen, Christiania,
Christiansand,
Christiansund,
Copenhagen,

1342 *Petitioner's Exhibit 90*

Drontheim, Esbjerg, Frederichshavn, Gothenburg, Helsingborg, Laurvig, Malmo, Skien Stavanger To Stockholm.	Quoted on Application.

3rd Cabin

To Hamburg	$[illegible].00
1343 To Paris	[illegible]50
To Aalborg, Aalesund, Arendal, Bergen, Christania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn, Gothenburg, Helsingborg, Laurvig, Malmo, Skien, Stavanger.	$38.50
To Stockholm	$41.50

Steerage

1344

To Hamburg	$35.00
To Paris	38.60
To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn, Gothenburg, Hel-	$33.50

Petitioner's Exhibit 91 1345

singborg, Laurvig,
Malmo, Skien, Stavanger
To Stockholm $36.50

HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

Hamburg-American Line Travelers' Checks can be cashed anywhere.

Petitioner's Exhibit 91. 1346

June 5, 1908.

N. Priv.
1359

Holland-America Line,
Rotterdam.

Gentlemen:

s/s "Petersburg" of the Russian Volunteer Line left last Wednesday with 925 steerage passengers against 1508 steerage passengers on our s/s "New Amsterdam."

Considering the short time during which we could 1347
advertise this reduced rate of $24.00 on our steamer (actually 3 days only, the 30th of May being a holiday) we are pleased to note that our agents have responded splendidly to our reduction; however the number carried by the Petersburg is quite high although it must be considered that at the time our rate was published said steamer had already booked between 500 and 600 passengers.

Immediately after the publication of our rates, the Volunteer Line reduced its steerage rate for s/s "Petersburg" to $23.00 on which a commission of $3.00 and $4.00 is allowed.

1348 *Petitioner's Exhibit 91*

We therefore thought it necessary to call a meeting of the small committee appointed last week and referred to in our letter #1352 of May 28th, and our proposition to reduce the rates for the fighting steamers to such an extent that the net rate of the non conference steamer and the fighting steamer would be the same, was accepted. In consequence a rate of $22.00 for our s/s "Potsdam" June 17th was proposed by the different members and we have no doubt same will be accepted by the different Lines.

The New twin-screw steamer of the Russian East Asiatic Company, s/s "Russia" is scheduled to leave on
1349 June 24th, and according to newspaper reports has left Europe two days ago, so that she may arrive here fully a week before her departure, which will enable Messrs. A. E. Johnson & Co., to have this ship thoroughly advertised. As a competitive steamer, s/s "Prinz Friedrich Wilhelm" has been selected. However, this steamer does not leave until June 25th, and it was therefore suggested that s/s "Noordam" be added as competitive ship.

Action on this question will be taken next week, which will give us ample time should this suggestion be adopted, to advertise the departure of our s/s "Noodam" with a reduced thirty class outward rate.

1350 Respectfully,

HOLLAND AMERICAN LINE

A. G.

Gen'l Agent

Petitioner's Exhibit 92.

1351

N Private.

June 9, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to enclose memo from Mr. Sandford, under date of June 8th, promulgating exchange of cables between the Cunard Line, Mr. Peters, and Mr. Sandford, and trust that the matter of agents' control will shortly be decided to the satisfaction of all concerned.

s/s "Finland" of the Red Star Line carried 1305 1352
passengers last week, against 321 on the Volturno. There was an excess of about 180 passengers on the "Finland" who were transferred to the "Oceanic."

According to Pool figures, the English Lines were far behind in their numbers of eastbound carryings as far as their percentage is concerned and for this reason, the excess went to s/s "Oceanic" instead of to s/s "President Lincoln" of Hapag.

According to information from Mr. Sandford, Messrs. C. B. Richards & Co., have stated that the Russian Volunteer Line would discontinue the sailings of their vessels until the westbound situation has decidedly improved. There is also a rumor to the effect 1353
that the Russian East Asiatic Company will stop their service after the sailing of s/s "Russia" their new steamer, which has been scheduled to leave on June 24th.

We are not able to state where this rumor originates from and we are inclined to discredit same.

Respectfully,
HOLLAND AMERICA LINE,
A. G.,
Gen'l Agent

1354 **Petitioner's Exhibit 93.**

N Private
1361

June 12, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to refer to our Private #1359 of June 5th, and now beg to inform you that s/s "Noordam" sailing from here on the 24th inst., has been selected by the Committee to act also as a competitive steamer to s/s "Russia" of the Russian East Asiatic Co., sailing
1355 the same day.

Circulars announcing this reduction will go out today or tomorrow (having a rate of $22).

Respectfully,
HOLLAND AMERICA LINE
A. G.
Gen'l Agent

Petitioner's Exhibit 94.

HOLLAND-AMERIKA LIJN

Telegram-Adres:
1356 Americano Rotterdam. Ahdeeling Passage.
Telefoon: No. 2972.

Rotterdam, June 23rd, 1908.

Tuesday.
G. No 1061
Holland-America Line,
New York.

Dear Sirs,

Opposition steamers. We are in receipt of your private No. 1361 of June 12th, from which we noted

Petitioner's Exhibit 95 1357

that besides the North German Lloyd steamer "Prinz Friedrich Wilhelm" (June 25th) our ss. "Noordam," sailing from your side on the 24th June, has been selected by the committee to also act as a competitive steamer to ss. "Russia" of the Russian East Asiatic Co., sailing the same day, with a special reduced third class rate of $22.

Yours truly,

HOLLAND-AMERICA LINE

F. H. M.

G.

1358

Petitioner's Exhibit 95.

N Private No. 1367

June 26, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

Our steamer "Noordam" left last Wednesday with 1120 third-class passengers, she having been selected as stated to you in previous correspondence, as a competing steamer with s/s "Russia" of the Russian East 1359
Asiatic Company.

s/s "Russia" itself left with a total of 900 steerage passengers, of which 200 were accommodated at a $4 higher rate in the so-called improved steerage or third-class. We are convinced that if our s/s "Noordam" should not have had a competitive rate, the number of passengers on the "Russia" would have been nearly doubled, as extraordinary attention was given by the firm of A. E. Johnson & Co., through advertisements, extra commission, etc., to have a good showing for this first departure from here.

1360 *Petitioner's Exhibit 95*

The new steamer "Prins Friederich Wilhelm" left yesterday, with 1729 third-class passengers, also against s/s "Russia." The excess for the North German Lloyd steamer (in case there was any) should have gone to the "Arabic" of the White Star Line, although we received confidential information from Mr. Winter that he was not adverse to transferring a possible excess to s/s "Barbarossa" sailing on the 27th inst.

As this steamer has not been designated by the Committee to carry a possible excess, we will thank you for giving your attention to this matter, and in
1361 the correspondence see if for some of the "Barborassa" passengers, the differential between the $22 and $28 rate is claimed, and to which in our opinion the North German Lloyd is not entitled. Mr. Winter claimed that s/s "Prins Friederich Wilhelm" was not overbooked, although two days before her departure, he expected an excess of between 200 and 300 passengers.

We beg to enclose copy of a letter written by Mr. Sandford to Mr. Peters in Jena, showing from June 3d up to and including June 20th, the figures and rates of the east bound competitive steamers.

Respectively,

HOLLAND-AMERICA LINE,

1362 AG

Gen'l Agent.

 1357

that besides the North German Lloyd steamer "Prinz Friedrich Wilhelm" (June 25th) our ss. "Noordam," sailing from your side on the 24th June, has been selected by the committee to also act as a competitive steamer to ss. "Russia" of the Russian East Asiatic Co., sailing the same day, with a special reduced third class rate of $22.

Yours truly,
HOLLAND-AMERICA LINE
F. H. M.

G.

1358

Petitioner's Exhibit 95.

(COPY.)

N Private No. 1367

June 26, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

Our steamer "Noordam" left last Wednesday with 1120 third-class passengers, she having been selected 1359
as stated to you in previous correspondence, as a competing steam with s/s "Russia" of the Russian East Asiatic Company.

s/s "Russia" itself left with a total of 900 steerage passengers, of which 200 were accommodated at a $4 higher rate in the so-called improved steerage or third-class. We are convinced that if our s/s "Noordam" should not have had a competitive rate, the number of passengers on the "Russia" would have been nearly doubled, as extraordinary attention was given by the firm of A. E. Johnson & Co., through

1360 *Petitioner's Exhibit 95*

advertisements, extra commission, etc., to have a good showing for this first departure from here.

The new steamer "Prins Friederich Wilhelm" left yesterday, with 1729 third-class passengers, also against s/s "Russia." The excess for the North German Lloyd steamer (in case there was any) should have gone to the "Arabic" of the White Star Line, although we received confidential information from Mr. Winter that he was not adverse to transferring a possible excess to s/s "Barbarossa" sailing on the 27th inst.

1361 As this steamer has not been designated by the Committee to carry a possible excess, we will thank you for giving your attention to this matter, and in the correspondence see if for some of the "Barbarossa" passengers, the differential between the $22 and $28 rate is claimed, and to which in our opinion the North German Lloyd is not entitled. Mr. Winter Claimed that s/s "Prins Frederich Wilhelm" was not over-booked, although two days before her departure, he expected an excess of between 200 and 300 passengers.

We beg to enclose copy of a letter written by Mr. Sandford to Mr. Peters in Jena, showing from June 3d up to and including June 20th, the figures and

1362 rates of the east bound competitive steamers.

Respectively,

HOLLAND-AMERICA LINE,

AG

Gen'l Agent.

Petitioner's Exhibit 98. 1369

VdS

1380 July 24, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

With further reference to our letter 1378 of the 20th inst., we herewith beg to inform you that at a meeting of the small commitee yesterday, a further reduction to $21.00 less $2 commission was decided on, in the third class eastbound rate of our s/s "Noordam" sailing July 28th. 1370

This action was taken following the issue of a circular by C. B. Richards & Co., quoting a steerage rate for s/s "Jelunga" July 28th, of $21.00 less $2 commission, as against $23.00 less $3 commission previously announced.

We further beg to inform you that s/s "Volturno" which was expected to sail from New York on Aug. 11th, is now scheduled to sail between Aug. 15th & 20th Aug.

Respectfully,
HOLLAND-AMERICA LINE.

V. D. S. T. A. G.,
Gen'l Agent. 1371

1372 **Petitioner's Exhibit 99.**

VdS

1385 Aug. 18, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We herewith beg to inform you that in the third class of s/s "New Amsterdam" there sailed this morning, eleven passengers who were accepted by us from the Red Star steamer "Finland" at the $23 rate, the difference in rate to be for account of the Pool.

1373 s/s "Finland" was designated as competition steamer with a rate of $23 against steamer "Korea" of the Russian East Asiatic Co. and sailed Saturday carrying 1398 third class passengers with an excess of 166 passengers transferred to s/s "California" of the Anchor Line.

In the confusion of the transfer, eleven passengers were left behind, and as stated above these passengers were accepted by us for transportation on s/s "New Amsterdam" at the $23 rate, on the condition of compensation for the difference in rate by the Pool, the small committee having officially endorsed this course.

x 9/1 1/2 1/0

1374 Respectfully,
HOLLAND-AMERICA LINE.

V. D. S. T. A. G.,
Gen'l Agent.

Petitioner's Exhibit 100.

HOLLAND-AMERIKA LIJN

Telegram-Adres:
American Rotterdam. Afdeeling Passage.
Telefoon No. 2972

Rotterdam, July 29th, 1908.
Wednesday.

G. 1069

Holland-America Line,
New York.

Dear Sirs:

Opposition Steamers. We herewith beg to acknowledge receipt of your Private Nos. 1377 and 1378 of respectively July 17th and July 20th and noted that the New York and Continental Line's steamer "Jelunga" is officially scheduled to sail on July 28th with a steerage rate of $23 less $3 commission and that consequently our ss. "Noordam," sailing on the same date, has been definitely selected as competing steamer with a third class rate of $22 less $2 commission.

ss. "Volturno" of the New York & Continental Line arrived here from Hamburgh on Monday July 27th. She embarked here 20 cabin passengers 150 steeragers (of which 46 are destined for New York and balance being for Halifax) and was to proceed yesterday for Halifax, but according to information received this morning the steamer is still here, there having been laid an embargo on her upon request of the stevedores.

Yours truly,
HOLLAND-AMERICA LINE.

G. O. D.

1378 **Petitioner's Exhibit 101.**

VdS

1387 Aug. 21, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We herewith beg to inform you that our s/s "Statendam" sailing Sept. 1st has been designated as competition steamer against the Russian East Asiatic Line steamer "Estonia" the third class rate for the "Statendam" to be $23 less $2 commission, against the Es-
1379 tonia's rate of $24 with $3.00 commission.

We further beg to inform you that for the next following sailing of the opposition line, s/s "Russia" is scheduled to sail on Sept. 16th, the Conference Line steamers around this date being:

S. S. Rotterdam Sept. 15
" Kaiser Wilhelm II Sept. 15th
" Friedrich der Grosse Sept. 17th
" Kaiserin Auguste Victoria, Sept. 17th.

Respectfully,
HOLLAND-AMERICA LINE.

V. D. S. T. A. G.,
Gen'l Agent.

1380

Petitioner's Exhibit 102.

1381

N Private

No. 1393. Sept. 4, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

Our s/s "Statendam" left last Tuesday with 1173 Third class passengers, 46 of whom were booked at the $32 rate. The others were all booked at the $23 rate, although said rate was recalled by us already on the 26th of August, as explained in our letter Private 1390 of Aug. 28th.

1382

The Russian East Asiatic S. S. Co., now called the Russian American Line, had officially requested admission to the Conference in accordance with cable instructions, and as none of the Lines had any detailed information in their possession, Mr. Sandford was requested to cable to Mr. Peters, to which he received a cable reply under date of Sept. 1st, "Admit East-asiatic Conference Regular Terms Have Concluded Agreement Terminating 1911."

A meeting of the Continental Conference took place yesterday, ratifying the admission of the new member. Circulars as per enclosed copy have been issued and distributed.

1383

The Russian American Line naturally accepted all rules and regulations as set forth by the Continental Conference. They wished an addition of 5 agents in New York City Territory to be placed on the eligible list; however the total number for each Line, as now agreed upon, should not be exceeded. No objection was made to this request.

We beg to enclose circular of the Russian-American Line, issued under date of Sept. 1st, and wish to call your attention to the low rates quoted for 1st and 2nd class business for s/s Russia; respectively $65.00

1384 *Petitioner's Exhibit 103*

and $45.00 which rate should be considerably higher. We do not know if the Russian-American Line is also a party to the cabin agreements, and will thank you for as complete information on the subject as possible.

Respectfully,
HOLLAND-AMERICA LINE.
N. A. G.,
Gen'l Agent.

Petitioner's Exhibit 103.

1385 N Private
1418 Oct. 16, 1908.
Holland-America Line,
Rotterdam.

Gentlemen:

We received a letter from the Compagnie Generale Transatlantique under date of Oct. 15th, stating that in accordance with instructions received by them from their Paris Office, they sent to us a check for $1926.48 for compensation due our Company, as per letter of Mr. Peters, ₡267 dated Oct. 1, 1908.

Apparently this is a misunderstanding on the part
1386 of French Line, who should have remitted this amount to you. We have, however, accepted the check under the usual reserve and placed the amount to your credit, which will be found in one of our next Sundry Credit statements.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.
Gen'l Agent.

According to Peters' statistics the amount sent represents the French Lines share, but kindly confirm this, so as to release this company.

A. G.

Petitoner's Exhibit 104.

1387

No. 1492.

March 29, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to acknowledge receipt of your cable of the 27th inst. as follows:

"URICAS 1352 valkleppen reinstate Committee appointing if in their judgment necessary opposition steamers against Northwest Transport Snoeimaan generally Rangschik continental Zabarella considering all Italian Lines including Rokkenbont advanced and reinstated Committee now able protecting Rivierzand against Northwest Transport * * *

1388

from which we understand that the Pool at their last meeting resolved to reinstate last year's Committee appointed, in order to fight the competition of the Russian Volunteer Line & the Russian East Asiatic Line, further that you wish our opinion about the general advance of $3.00 in the Continental Eastbound 3d class rate, considering that Italian Lines including the Cunard Line, have advanced their rates and that the reinstated Committee will be able to protect the interests of the Pool Lines against the Northwest Transport Line.

1389

We at once called a meeting of the American Atlantic Conference Lines, to which the North German Lloyd, Hapag, the Austro-America Line, the I. I. M. Co. and ourselves attended.

None of the Lines had received instructions from their respective Home offices, and in consequence, although they favor the reinstatement of the Committee referred to they cannot act without said instructions.

1390 *Petitioner's Exhibit 106*

The general opinion was further in favor of a general advance of $3.00 in the Eastbound 3d class Continental rate, provided all Lines, including the British Lines join.

We in consequence cabled you as follows:

"Roepstem although favoring Committee unable act without instructions respective home offices Roepstem favor rangschik continental zabarella provided all including roggekaf join."

The Italian Lines including the Cunard Line have agreed to advance $3.00 as stated in your cable, and
1391 it will be decided at a meeting tomorrow when said rates will go into effect, either immediately or on April 15th. There is no reason why said rates should not become effective at once.

The further contents of your cable regarding Steamer "Prinze Oskar" had our best attention, and will be promptly attended to.

Respectfully,
HOLLAND-AMERICA LINE.
N. A. G.,
Gen'l Agent.

1392 **Petitioner's Exhibit 106.**

N

No. 1499. April 16 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

Your cable of the 13th inst. instructing us to advance our Outward 3d class rate $3.00 was duly received and circulars will be sent out tomorrow as per enclosed copy.

Petitioner's Exhibit 100

1393

A cable from Mr. Peters, Jena has meanwhile been received informing all British and Continental Lines of the same advance of the Eastbound Continental Steerage rate, circulars to be issued on the 17th inst. and this matter was discussed at the meeting of the A. A. C. held yesterday.

In regard to the "Small Committee" to be reinstated in accordance with the resolution passed at the Paris meeting March 25, the Cunard Line expressed itself as not participating in this measure at the same time they would not object to its operation.

The "Small Committee" consisting of, viz:

1394

Mr. E. Lederer, for the month of April.
Mr. Nyland, for the months of April & May.
Mr. Winter, for the months of April, May & June,

then took the matter of considering a fighting Steamer against the s/s "Uranium" scheduled to leave New York on the 24th inst. in hand.

The rates now quoted for said Steamer are as follows:

to Rotterdam	$26.00
Hamburg	28.00
Bremen	28.00
Antwerp	28.00

1395

Commission $3.00, which will give this steamer a differential of $8.00 when comparing our and their official net rates; besides it is highly probably that for the s/s "Uranium" an extra Commission will be paid.

On the 24th of April the Steamers taking 3d class Continental business in addition to the "Uranium" are:

s/s New York, s/s Furnessia, s/s Floride (French), s/s Kaiserin Augusta Victoria, s/s Lapland, s/s Baltic, s/s Carmania.

1396 *Petitioner's Exhibit 106*

After fully considering the question, the Committee was of the opinion that no action whatever should be taken, although the differential is considerable.

In the first place, the Outward Continental business is very light.

In the Second place the North West Transport Line, has actually no good agents to rely upon for business (I. Hertz, the former General Agent for C. B. Richard's Volunteer Line, and A. E. Johnson's Russian East Asiatic Line, Philadelphia, has come into the fold of the Conference Agents, the firm of Zotti &
1397 Co., cannot do business any more, and the only Agent of some importance who may throw a little business on the North West Transport Line, is perhaps Anton Boenert, Chicago, Ill., and who had 15 passengers on the last trip of the s/s "Volturno").

The Committee thought it a pity to make a competitive rate for any of the above named steamers, which naturally would concentrate all the business on this one ship, causing a loss of thousands of dollars, and only for the sake of a 100 or 150 passengers, who may perhaps be secured for the "Uranium" through outside Agents.

Respectfully,
HOLLAND-AMERICA LINE.
1398 A. G.
Gen'l Agent.

N
1500 April 16, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to enclose copies of the confirmed minutes of the A. A. C. meetings, New York ♯ 9 & 10 respectively November 19, 1908, and January 7, 1909.

Petitioner's Exhibit 107

Under minute 127 of the latter meeting you will please find the opinion expressed of the different Lines regarding Section 20 & 21 of the Immigration Laws and Rule 37.

We beg to acknowledge receipt of your esteemed favor 4940 of March 6th pertaining to the same subject, and desire to thank you for the detailed information you gave us regarding some deportation cases under Rule 37 and the difficulties you have to meet.

The information furnished can be used to advantage and will avail ourselves of it at the first opportunity.

Respectfully,

HOLLAND-AMERICA LINE.

A. G.

Gen'l Agent.

Petitioner's Exhibit 107.

N 1503

April 27, 1909.

Holland-American Line,
Rotterdam.

Gentlemen:

Referring to our letter Private ₵1499 of April 18th we beg to confirm our today's cable stating that steamer "Uranium" of the Northwest Transport Line, left last Saturday with 4 cabin and 95 3d class passengers.

Although this number is considerable higher than the number of passenger carried on Steamer "Volterno," it is sufficiently small in our opinion to fully justify the action, or rather the non-action of the small Committee appointed for this purpose.

The sailing of the next Steamer to be considered is the "Raglan Castle" to leave from New York May 8th.

467

1402 *Petitioner's Exhibits 108, 109*

We will keep you duly informed as to any action which may be thought desirable.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.
Gen'l Agent.

In consideration of the large difference in price ($10) the number carried by the Uranium is not large compared to the K. A. Victoria 370 and Lapland's 350.

1403

Petitioner's Exhibit 108.

Same as Petitioner's Exhibit 83.

Petitioner's Exhibit 109.

N
No. 1510 May 14, 1909.
Holland-America Line,
Rotterdam.

Gentlemen:

1404 The s/s Raglan Castle, left last Wednesday (four days after its scheduled time) with three cabin, and 127 steerage passengers. Although this number is not particularly great, it is more than said steamer should have, and the Small Committee, took at once the matter in hand to discuss the desirability of a fighting steamer against s/s Volturno, of the Northwest Transport Line. s/s Volturno is scheduled to leave on May 22nd, and after due consideration, the Small Committee selected s/s Estonia, of the Russian-American Line, scheduled to sail the same day, in case the Northwest Transport Line, should for the sailing of s/s Volturno, delay this departure in the

Petitioner's Exhibit 109 1405

same way as they did it for the Raglan Castle, s/s Estonia, according to the advice received from A. E. Johnson & Co., will hold said ship for a couple of days. The official rate is, for the Northwest Transport Line $30 to Rotterdam and the official commission $3.00. However, commissions as high as $5 have been paid on business for the Raglan Castle, and it is likely that the same procedure will be followed for s/s Volturno. The rate fixed for the Estonia is $26, with $2 commission and said rate will be made lower should conditions warrant this.

We beg to enclose copy of a letter from Mr. Sandford to Mr. Peters, Jena, in regard to the sailing of 1406
the Raglan Castle, and which also contains information that Messrs. C. B. Richard & Co., have withdrawn from the passenger agency of the Northwest Transport Line and that a certain F. Vessily & Co., are their successors. It looks rather suspicious that a former employee of Richards, subsequently of Zotti, should have become the general agent for the Northwest Transport Line, more so as their office has been opened in Greenwich St., this city, the rent of same to be paid by C. B. Richard & Co., and also provided with the necessary furniture by them.

In addition another employee of Richards has become the assistant of Mr. Vessily. 1407

Respectfully,
HOLLAND-AMERICA LINE.
A. G.
Gen'l Agent.

We presume that Richard simply uses Vessily as a blank, in case this Line should again be compelled to discontinue its service, that he (Richards) cannot be held for possible outstanding prepaids.

1408 **Petitioner's Exhibit 110.**

(Copy)

Dict. N. Private
No. 538.

Nov. 12th, 1901.

Holland-America Line,
Rotterdam.

Gentlemen:

Dominion Line.

We beg to enclose circular issued by the Mediterranean Conference, dated November 9th and showing the action taken against the Dominion Line at a recent
1409 meeting.

Meantime this Line is obtaining an enormous advertisement out of this boycott throughout the country. Different rumors are in circulation as to possible action against the Conference for conspiracy. In some way or other the Dominion Line has obtained possession of a circular addressed by Mr. Lawson Sandford to the General Managers of the Mediterranean Lines and giving indication of a conspiracy; sooner or later in our opinion, very unpleasant consequences may follow.

In accordance with information received from you on the subject (Private #220 of Sept. 24th), we have abstained from voting on different matters pertaining
1410 to said line. Up to today *none of the lines* seem to *have the information* that Mr. Peters was instructed to notify the Dominion Line that the Continental Lines did not object to their direct service from the Mediterranean.

You will see by enclosed circular that our name does not appear among the different signatures.

We will thank you for giving us your further views on this matter, and remain,

Yours respectfully,
HOLLAND-AMERICA LINE
FWM
Gen'l Agent.

Petitioner's Exhibit 111.

1411

N 1512

May 20th, 1909.

Holland-American Line,
Rotterdam.

Gentlemen:

Messrs. Vesley & Company, the newly appointed agents for the Northwest Transport Line, issued a circular under date of May 18th, quoting a third class prepaid rate from Rotterdam to New York, or Halifax, of $36.50, commission $3.00, and through rates from different European points by adding to the ocean rate the fares given in our European Inland Tariff. 1412

Enclosed please find copy of said circular, also copy of another circular issued under the same date by both Mr. Richards and Vesely.

Although we do not believe that many prepaids will be secured by the Northwest Transport Line, as the important booking agents are all Conference Agents, who will not take any chances of being disqualified, we think the fact of sufficient importance to cable you today.

"Snyveld Rondbloem Radijsjes Rotterdam New York or Halifax Zagueros commission Zabarella," which we hereby beg to confirm. EASTBOUND.

1413

Apparently the rate of $26 adopted for the ESTONIA against the VOLTURNO works satisfactorily, and the Small Committee decided in Holland-America Line—2
today's meeting to adopt the same rate for s/s Russia on June 5th against s/s Uranium same date, however, this rate not to be published until May 29th.

The third class eastbound rate on s/s Russia, since the 18th inst, has been reduced to $28.00.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.
Gen'l Agent.

1414 *Petitioner's Exhibit 112*

N.

May 21, 1909. P. S.

In compliance with your request by today's cable, to repeat the eighth word of our yesterday's cable Zagueros, we cabled you this afternoon the word Zagueros, which we herewith beg to confirm.

A. G.

N

Petitioner's Exhibit 112.

1415

N. No. 1513.

May 24th, 1909.

Holland-America Line.
Rotterdam.

Gentlemen:

We beg to enclose a copy of a letter sent by the Small Committee through Mr. Lawson Sandford to Mr. Peters, of Jena, Germany. This letter will explain the reasons why s/s Estonia was selected as a fighting ship against s/s Volturno, which will now leave on May 25th.

1416 Respectfully,
HOLLAND-AMERICA LINE.
A. G.
Gen'l Agent.

Petitioner's Exhibit 113.

1417

N

June 4th, 1909.

1520

Holland-America Line,
Rotterdam.

Gentlemen:

The steamer "Uranium" of the Northwest Transport Line, has been announced to sail on June 5th, and the rate has been quoted as $25.00 to Rotterdam, with a commission of $3.00, confidentially extended to $4.00, and in many cases even to $5.00.

Steamer "RUSSIA" of the Russian-American Line, 1418
scheduled for the same sailing date, was selected by the "Small Committee" as the fighting ship, and has also reduced the originally fixed rate of $26.00 to $25.00 to Rotterdam, with $2.00 commission.

It now appears that steamer "URANIUM" will not leave until Tuesday, and as it is impossible for the Russian-American Line to delay the sailing of steamer "RUSSIA," the "OCEANIC" of the White Star Line has been selected by the "Small Committee" as a further fighting steamer against the "Uranium." This selection was mainly made on account of the considerable minus of White Star in the Pool, which according to latest figures in our possession is over 1419
2400.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.,
Gen'l Agent.

1420 **Petitioner's Exhibit 114.**

N.

1523

June 11, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

Referring to our Private #1520 of June 4th, we beg to confirm our cable of last Tuesday, stating that s/s Uranium left on said day with 147 passengers. This number is exceptionally large, and would have been smaller if one of the members of the Small Committee for the month of June, Mr. Farley, had not been
1421 afraid to exceed his authority, and did not wish to pay an extra commission of $2.00 on some of the business which now went by s/s Uranium.

As during the month of June we are not represented in the Small Committee, we had no voice in the discussion regarding the measures to be adopted, and greatly regret that the narrow-minded view taken by one of the Committee members is the cause of s/s Uranium having at least 40 passengers more than she otherwise would have had.

This is especially regrettable when we remember that a precedent of paying extra commission was established by the Small Committee in the case of s/s
1422 Estonia, May 24th against s/s Volturno, and which has worked with very good results.

As soon as we heard that 40 passengers were lost for s/s Oceanic, who may have been obtained by the paying of $2.00 extra commission, and who now went by s/s Uranium, we had a discussion with the members of the Small Committee, and strongly advocated the adoption of the same tactics as those used by the Northwest Transport Line.

The Committee deemed it advisable to cable to Mr. Peters, Jena, asking authorization, and to which they are now waiting a reply.

Petitioner's Exhibit 115 1423

Incidentally we regret to say that the exceptionally low rate in effect for s/s Uranium, s/s Oceanic and s/s Russia caused our s/s New Amsterdam to make a poor Eastbound third class showing on the 8th.

S/s Oceanic on the 9th inst carried out of the total of about 600 third class passengers 343 Continentals. s/s Russia last Saturday had over 600 third class Continental passengers.

Respectfully,
HOLLAND-AMERICA LINE.
A. D.,
Gen'l Agent.

N. 1424

Petitioner's Exhibit 115.

N. No. 1532.

June 18th, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to confirm our cable of the 17th inst: "Snyveld Rondbloom Rodysjes Zagorus," and now beg to enclose promulgated circular of the Northwest Transport Line in confirmation of this cable. 1425

In accordance with cable received from Mr. Peters, Jena, the rate Eastbound third class for s/s "Lituania" June 23rd, has been reduced to $22.00 with $2.00 Commission.

Respectfully,
HOLLAND-AMERICA LINE.
A. D.,
Gen'l Agent.

Withdrawing the extra
commission offered heretofore.

N.

1426 **Petitioner's Exhibit 116.**

N. No. 1537.

June 25, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

S/s Ragland Castle first scheduled to sail on June 23rd, afterwards on June 26th, may possibly not leave tomorrow. S/s Lithuania was selected by the "Small Committee" as the fighting ship with a rate of $22.00 less $2.00 commission, and said steamer left on the
1427 23rd inst with over 500 passengers. S/s Vaderland of the Red Star Line scheduled to sail on the 26th inst, was then selected as the fighting ship first at the same rate as S/s Lithuania, subsequently reduced to $20 less $2.00.

There is a possibility now that S/s Raglan Castle will postpone again its sailing until next Tuesday, in which case the "Small Committee" requested us to quote the $20.00 less $2.00 rate third class for our S/s Rotterdam next Tuesday.

It very likely will not be known until tomorrow if the sailing of s/s Raglan Castle will be postponed for the second time.

Respectfully,
1428 HOLLAND-AMERICA LINE.
A. D.,
Gen'l Agent.

This is the regular practice of the N. W. Transport Line, they fix a date—then wait until an opposition steamer of the Conference Lines on that date has been named and therefore postpone their sailing: a clever which however does not do them any good, but costs us a great deal of money.

Petitioner's Exhibit 117.

1429

N. No. 1543.

July 9th, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

S/s "VOLTURNO" is scheduled to leave tomorrow and S/s "KROONLAND" of the Red Star Line has been selected by the "Small Committee" as the fighting ship, with a rate of $24.00 less $2.00 commission, as per enclosed circular. The rate up to the 7th inst for S/s "VOLTURNO" was $25.00 less $3.00 commission, after said date was reduced to $23.00 less $3.00 commission, with perhaps as previously, and unofficial extra commission of from $2.00 to $3.00. The "Small Committee" did not consider it necessary to make any further reductions for the Red Star Line and we greatly regret that the same tactics which were used previously, namely: the paying of an extra commission where it is deemed necessary cannot be adopted any more under the provisions of the Pool Agreement. We learned from an unofficial source that S/s "VOLTURNO" will have between 150 and 200 passengers tomorrow.

1430

Respectfully,
HOLLAND-AMERICA LINE.
A. G.,
Gen'l Agent.

1431

N.

1432 **Petitioner's Exhibit 118.**

N. No. 1548.

July 23, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

S/s "VADERLAND" of the Red Star Line has been selected by the "Small Committee" as the fighting steamer against S/s "URANIUM" both steamers to leave on July 24th.

The rate made for S/s "VANDERLAND" is $24.-
1433 00, less $2.00 commission.

We beg to enclose clipping from the New York Times, of July 21st in regard to the landing of four Russians who at the first hearing were debarred by the Board of Special Inquiry, and which matter was brought up in Court.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.,
Gen'l Agent.

N.

The case referred to in this clipping is rather in-
1434 teresting; we may try and see counsul for the alien as also official court record. If attainable we will forward copy to you.

N.

Petitioner's Exhibit 119.

1435

HOLLAND-AMERIKA LIJN.

Telegram-Adres:
Americano Rotterdam. Afdeeling Passage.
Telefoon: No. 5803.

Rotterdam, July 20th, 1909.

5007

Holland-America Line,
New York.

Dear Sirs:

In reply to your favour No. 6570 of the 7th inst. about the compensation due to ss. "Estonia" of the Russian-American Line, as fighting-steamer against ss. "Volturno" May 25th, we beg to say that the standpoint we take in this matter is that in case the other lines do not object to pay demurrage, we shall likewise pay our share in these expenses. 1436

Yours truly,
HOLLAND-AMERICA LINE.
G R.

Petitioner's Exhibit 120.

1437

N. No. 1556.

Aug. 3rd, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

In view of the following cable received by Mr. Lawson Sandford, from Secretary Peters at Jena today, "Raglan Castle opposition steamer must be appointed," the "Small Committee" selected our S/s

1438 *Petitioner's Exhibit 121*

"ROTTERDAM" sailing next Tuesday as the fighting steamer.

The third class rate for our S/s "ROTTERDAM" will be $24.00 with $2.00 commission against $25.00 less $3.00 commission on s/s "Raglan Castle," which is also scheduled for the 10th inst.

In order to interfere as little as possible with the business of the other Lines our rates will not be published until the 5th inst for agents outside of New York and on the 6th inst for New York and vicinity agents.

Respectfully,

1439 HOLLAND-AMERICA LINE.

A. D.,

Gen'l Agent.

N.

Petitioner's Exhibit 121.

August 17th, 1909.

N. No. 1564.

Holland America Line,
ROTTERDAM.

1440 Gentlemen:

We beg to inform you that the "Small Committee" has selected S/s "BIRMA" of the Russian American Line as the fighting steamer against S/S "VOLTURNO" of the Northwest Transport Company. Both steamers will leave on August 21st.

The rate for S/s "BIRMA" is $24.00 with $2.00 commission, whereas S/s "VOLTURNO" will leave with a rate of $25.00 with a commission of $3.00.

Respectfully,

HOLLAND AMERICA LINE,

A. G.,

N. Gen'l Agent.

Petitioner's Exhibit 122.

1441

No 1569

August 20th, 1909.

Holland America Line,
ROTTERDAM.

Gentlemen:

Referring to our Private letter #1564 of August 17th, we beg to inform you that the Northwest Transport Line sent postal cards yesterday to agents, reducing the rate for S/S "VOLTURNO," for the sailing of August 21st to $23.00 with a commission of $3.00.

1442

The rate for S/S "BIRMA" will remain unchanged, $24.00 less $2.00 commission, as it is too late to inform agents of the second change.

There is a possibility that S/S "BIRMA" will have an excess, in which case passengers will be transferred to our S/S "New AMSTERDAM" on Tuesday morning in accordance with a decision reached and made by the "Small Committee" this morning.

Respectfully,
HOLLAND AMERICA LINE,
A. G.,
General Agent.

N.

1443

Petitioner's Exhibit 123.

N. No. 1582.

Sept. 23rd, 1909.

Holland America Line,
ROTTERDAM.

Gentlemen:

S. S. "ZEELAND" has been suggested by the Small Committee to run against S. S. "NAPOLITAN PRINCE" next Saturday.

1444 *Petitioner's Exhibit 124*

The rate quoted for S. S. "ZEELAND" is as formerly; $24.00 less $2.00 commission.

The rate for S. S. "NAPOLITAN PRINCE" is $25.00 less $3.00 commission.

A cable received by Mr. Sandford from Secretary Peters recommended the use of the same tactics as used by the Northwestern Transport Line, namely: The granting of an extra commission when this should be deemed necessary as advocated by us in our letter 1523 of June 11th this year.

We hope the Small Committee will adopt these measures.

1445

Respectfully,
HOLLAND AMERICA LINE,
O. D.,
N. Ass't Gen'l Agent.

Petitioner's Exhibit 124.

N. No. 1588.

Oct. 8th, 1909.

Holland America Line,
ROTTERDAM.

Gentlemen:

1446 It was suggested this week by the "Small Committee" to have S/s "GRAF WALDERSEE" sail on the 8th inst with a rate of $22.00 less $2.00 commission against S/s "VOLTURNO" which is scheduled to leave on the 9th inst. with a rate of $23.00 less $3.00 commission.

This suggestion was accepted by the Hamburg-American Line which issued circulars as per enclosure.

We do not think however that the result will be satisfactory.

Respectfully,
HOLLAND AMERICA LINE,
A. G.,
N. Gen'l Agent.

Petitioner's Exhibit 125.

1447

HOLLAND-AMERICA LINE.

Address for Telegrams:
Americano Rotterdam. Passenger Department.

Rotterdam, October 6th, 1909.

G. P. 5041.
Holland-America Line,
New York.

R. Fighting steamers s. s. ZEELAND versus s. s.
NAPOLITAN PRINCE

1448

Sept. 25, 1909.

Dear Sirs,

Your No. 1582 (?) of Sept. 23rd came duly to hand. We noted from said letter that s. s. ZEELAND was appointed by the small committee to run against s. s. NAPOLITAN PRINCE on Sept. 25th; also that the rate quoted for s. s. ZEELAND is as formerly $24.00 less $2—commission, whilst for s. s. NAPOLITAN PRINCE a rate of $25.00 less $3—commission is quoted.

Yours truly,
HOLLAND-AMERICA LINE,

CN EW. 1449

Petitioner's Exhibit 126.

N. Nov. 5th, 1909.

Holland America Line,
ROTTERDAM. $1601

Gentlemen:

The "Small Committee" suggested that next Saturday S/s "St. Paul" of the American Line quote a rate

1450 *Petitioner's Exhibit 127*

of $24.00 less $2.00 commission for continental business, in view of S/s "NEAPOLITAN PRINCE" having a rate on the same day of $25.00 with a commission of $3.00.

S/s "RUSSIA" of the Russian AMERICAN LINE which was scheduled to sail on the 6th inst. will not leave port until next Tuesday, the 9th inst, and therefore could not be considered.

Respectfully,
HOLLAND AMERICA LINE,

N. A. G.

1451

Petitioner's Exhibit 127.

HOLLAND-AMERIKA LIJN.

Telegram Address:

AMERICANO ROTTERDAM
AFDEELING PASSAGE.

Telefoon No. 5803

Rotterdam, October 25th, 1909.

Monday.

P. 5043.

1452

Holland-America Line,
New York.

Dear Sirs:

We are in receipt of your favor of the 8th inst., No. 1588, from which we note that the rate at which ss. "Graf Waldersee," October 8th from New York, was opposed to ss. "Volturno" was $22 less $2 commission, whilst the latter steamer's rate was $23 with $3 commission.

Yours truly,
HOLLAND-AMERICA LINE.,

G. R.

Petitioner's Exhibit 128.

1453

June 22, 1906.

No. Private.
No. 1015.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

We beg to confirm our cable of the 21st inst. "RICHARD ANNOUNCING BEGINNING NAGESCHALD FORTNIGHTLY SERVICE LIBAU NEW YORK STOPPING BOTH WAYS ROTTERDAM BY RUSSIAN VOLUNTEER FLEET STEAMERS STEERAGE RATE THIRTY-SEVEN ROTTERDAM THIRTY," and now beg to enclose copy of a circular issued by Mess. C. B. Richard & Co., yesterday, and which will be distributed today.

1454

We understand from Mr. Boas that the Russian East Asiatic Company, controlled by the Pool Lines, will start their service on the 15th of July, and regret that for the present very little can be done against the Volunteer Line except a strict enforcement of the Conference rules, and thus prevent Conference agents, who control Russian business, from booking for this line.

1455

As, however, their rates are very low, and their steamers very good, at least the speed it is very probable that Mess. C. B. Richards & Co., will be able to do considerable business through outside agents, unless their rates are met by the Pool; the Libau rate by the Russian East-Asiatic Co., and the Rotterdam rate by us.

WE ARE very anxious to receive full information from you as to what plans will be adopted by the Pool Lines in order to fight this new Line.

We will keep you informed as to the situation here.

Yours respectfully,
HOLLAND-AMERICA LINE.

Who are the agents in Rotterdam?

Gen'l Agent.
A. G.,

1456 **Petitioner's Exhibit 129.**

June 30, 1906.

Private N.,
No. 1015.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

Confirming our private correspondence regarding the Volunteer Fleet of steamers, we now beg to inform you that the Hamburg-American Line has come out with a circular announcing the establishment of
1457 the Russian-East Asiatic Co., as per enclosed copy.

As no regular conference agent will be allowed to book for the Volunteer Fleet, they must get their business through outsiders. However, the same rule applies to the Russian East-Asiatic Fleet, as long as said new Line is not a member of Conference. We suggested that this application be made by Mr. Boas (which has been done in the meantime).

Although at present we do not find many indications showing that the Volunteer Fleet is doing much business, we have little doubt but that its influence will be felt very soon. The rate, Rotterdam-New York, for all kinds of business shows too great a difference with our rate, viz., ten or twelve dollars.

1458 We fear that in the beginning the number of cancellations will increase. For the protection of the business of the Pool Lines, it may be well that a rate of for instance $35 be adopted for prepaid business from Rotterdam, provided of course, all the Pool Lines will stand their share of this measure.

Private N., #2.

As the matter stands today, we believe that a rate of $35 for our Company would, for the Russian business booked from Rotterdam, fully protect us. For

1459

the present, however, we think it is too early to recommend a similar measure.

As far as the outward rate is concerned, we think that in view of the $30 rate New York to Rotterdam offered by the Volunteer Fleet, our present rate of $33 should not be advanced.

Respectfully yours,
HOLLAND-AMERICA LINE,
A. G.,
Gen'l Agent.

1460

Petitioner's Exhibit 130.

HOLLAND-AMERICA LINE.

Address for Telegrams:
AMERICANO ROTTERDAM.
PASSENGER DEPARTMENT.
Telefoon 2972.

Rotterdam, July 3rd, 1906.

Private No. 743.

Holland-America Line,
New York.

1461

Gentlemen:

We duly received your favor 1015 of the 22nd instant with copy of circular issued by C. B. Richard & Co. for the Russian Voluteer Fleet, contents of which have our careful attention.

With regard to your question what plans will be adopted by the Pool Lines in order to fight the new Line, we beg to say that up till now it has been decided that a competitor with the Volunteer Fleet will be created on her own principal field of action with

1462 *Petitioner's Exhibit 130*

the aid of the Russian East Asiatic Steamship Company. This has been done in order to prevent that the Volunteer Fleet would get a monopoly in Russia, which would mean of course, that it would become extremely difficult for agents of other Steamship Companies to secure any business. With the latter Company as a competitor no such monoply is to be feared, the capital of the East Asiatic Company having been furnished to a considerable extent by the Czar and his family.

Hapag and/or Lloyd will put 2 steamers at the disposal of the East Asiatic Company, and with these
1463 a service between Libau and New York.

New York will be established with the least possible delay. The loss on this new undertaking will be borne by the N. D. L. V. Lines and the East Asiatic Company will get 10% of the passage money earned by these steamers. The N. D. L. V. will direct the policy of the undertaking. Probably a rate of passage of 75 Rubels will be adopted from Libau to New York.

In order to prevent that the Anglo Continental Reisebureau of Rotterdam takes side with the Russian Voluteer Fleet, it has been further decided to ask the (Imco) (?) Lines to point out to the Cunard Line
1464 and other B. L. the desirability of obliging said Bureau not to accept the Agency of the Volunteer Line of steamers.

Up till now nothing has transpired who will be the representative of the Volunteer Fleet at Rotterdam, but it is very probable that the Anglo Continentales Reisebureau has undertaken to act as such.

We shall keep you informed about further steps taken by the N. D. L. V. in this connection and about further developments here, and note that you will keep us informed as to the situation in New York.

Meanwhile we are

Yours very truly,
HOLLAND-AMERICA LINE,

G (AD) (?).

Petitioner's Exhibit 131.

1465

Private ♯1016.

July 12, 1906.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

Volunteer Fleet.

Your favor of the 3rd inst., ♯743 private, duly came to hand and we beg to thank you for the interesting particulars contained therein as regards the proposed means of fighting this line.

1466

From our recent cables on the subject, of which we herewith enclose copies, you will have noticed that, according to our opinion, the competition of the Russian East-Asiatic Company from Libau alone is not sufficient, as we must have means of attacking this line in Rotterdam as well. As you are not in favor of our reducing to the basis of the Volunteer Line's prepaid rate which, by reason of our heavy plus in the pool, was rather anticipated by us, provided a low compensation rate would have been granted, we suggested to have the Russian East-Asiatic Line call at Rotterdam and meet any rate that the Volunteer Fleet would quote.

1467

We appreciate that bringing a new line into our own port, even though its policy is directed by our friends, is always more or less dangerous, but we thought that under the circumstances, such a solution would have the most effectual results.

As you will have noticed, our prepaid bookings have fallen off quite considerably and cancellations have correspondingly increased which, however, is not due to the bookings for the Volunteer Line, but on account of our agents awaiting further developments in anticipation of an eventual further decline in rates.

1468 *Petitioner's Exhibit 132*

The Volunteer Fleet, not having been admitted to the Conference, Messrs. C. B. Richard & Co. are now trying to book through outside agents, as we have notified our regular agents of the strict enforcement of the Conference rules.

There being a rumor here yesterday that the Hamburg-American Line had bought the steamers of the Volunteer Fleet, we cabled you asking you whether you had any knowledge of same. Upon inquiry at the offices of said line here, nothing was known to them confirming this report.

1469 Awaiting your further communications on the subject, believe us,

Yours respectfully,
HOLLAND-AMERICA LINE.
A. G.
Gen'l Agent.

A. G.

Petitioner's Exhibit 132.

July 17, 1906.

Private. 1018.
Dict. by A. G.

1470 Holland-America Line,
Rotterdam, Holland.

Gentlemen:

Volunteer Fleet.

Your favor ₡744 Private of the 6th inst. duly came to hand and we beg to thank you for the full particulars in regard to the stand taken by you and the pool lines with reference to the competition of the Volunteer Line Fleet, which gave us a clear view of the situation. We are now fully convinced of the inadvisability of our reducing to the basis of the Vol-

Petitioner's Exhibit 132

1471

unteer Line's prices, and now only express the hope that the reduction in the prepaid rates of Lloyd and Hapag shall prove to be sufficient to secure the full share of the traffic to which the pool lines are entitled. Our proposition at the time was simply based on the fact that we felt it was most essential that an effectual fight against this new competition should be carried on, as experience has taught us that it is most desirable to take strong measures from the start, so as to avoid that a firm foothold on the business be acquired and which later in the case of eventual negotiations can be of great influence. We quite agree with you that a Russian Steamship Co. can never be very popular with the public in general, and the Russians in particular, but we must not forget that the East Asiatic Co., although the ships are furnished by the two German Companies, is also flying (if we are well informed) the Russian flag. Moreover,

1472

Private #2.

Messrs. C. B. Richard & Co., as you have seen from their last circular, are doing all they can to bring this line into disfavor. We sincerely hope, however, that your advice not to be alarmed too soon will come true and more especially that the calling at Rotterdam will be found to be a very unprofitable venture and be ultimately dropped, as it cannot be denied that, although they may not harm us much in the freight business, the fact that they touch at that port is constantly used by the shippers as a club to make us accept lower rates of freight.

1473

Respectfully yours,

HOLLAND-AMERICA LINE.,

A. G.

1474 **Petitioner's Exhibit 133.**

November 5th, 1906.

No. 1049
N.,

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

A meeting was held this afternoon by the Mediterranean Lines, members of the Conference, to consider any steps to be taken against the competition of the new Russian Line, from Odessa to New York which
1475 sailed its first steamer, the "Gregory Morch" on the 25th of October, from Odessa, with about fifteen hundred immigrant passengers on board.

After thorough discussions, it was decided that a committee would be appointed to call upon Mr. Bacon, the General Agent, to whom the ship is consigned, and try to have him advance his Naples and Messina rates to $28.00 and $31.00, east-bound, allowing a commission of $2.00 only, and further to have agents book in accordance with the rules and regulations in effect with the Conference Lines.

In case he accepts this proposition, the Lines decided not to enforce the non-booking rule for out-
1476 siders, for this one sailing.

As the date of the sailing, as given by the Odessa Line, east-bound, November 27th, is actually in the full height of the season for Italian business, this solution of the question was deemed to be the best in order not to disturb present rates and conditions.

Respectfully yours,
HOLLAND-AMERICA LINE.
O. D.,
act Gen'l Agent.

N.

Petitioner's Exhibit 134.

1477

May 10th, 1907.

N.,
No. 1128.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to confirm our cable of yesterday, "A. E. JOHNSON COMPANY HAS ACCEPTED GENERAL PASSENGER AGENCY RONDVOEREN ANXIOUS TO BECOME MEMBER ROBBENSPEK VEERYK ADMISSION OUR OPINION 1478 SHARED BY ALL ROEMPSTEM" which explains itself.

As mess. Benham & Boyesen's representation of the Russian East Asiatic Fleet as General Agents has not been entirely satisfactory, as far as passenger business is concerned, possibly on account of their ignorance of passenger business, negotiations for a change have finally lead to the appointment of Mess. A. E. Johnson & Co., as General Passenger Agents of said Line.

Mess. A. E. Johnson & Co., are well known to you as agents of the Scandinavian American Line, and with their good working system of sub-agents will 1479 make a rather dangerous competitor for Russian business. Although we believe that this firm would carry on their passenger business honestly, and would if admitted to the Conference, uphold the rules and regulations, we for the present, jointly with Hapag, Red Star and Lloyd, do not favor their admission to Conference. We believe that said admission would be greatly detrimental to our, as well as to the Pool's interests.

1480 *Petitioner's Exhibit 134*

This is especially true as we understand that the Russian Volunteer Fleet and the Russian East Asiatic Company are practically one, or at any event, promoted by identical interests.

We had an unofficial meeting on this question yesterday and decided to try to get the co-operation of the English Lines in this matter, as their Libau interests would also greatly suffer, should Mess. A. E. Johnson & Co., be allowed the privilege of securing business for this Company through their regular sub-agents.

1481 We further discussed the advisability of cancelling all of Mess. A. E. Johnson's agencies here, as well as in Chicago, Boston, St. Louis, Minneapolis and St. Paul and further North-West, this to include not only their own offices, but also connections and correspondents. Such an action on our part may lead to their withdrawal from the General Passenger Agency of the New Line, as they could ill afford to lose many sub-agents, who, now in conjunction with our agencies, represent A. E. Johnson & Co., for the Scandinavian American Line, and their other interests.

We hope to soon receive a cable answer from you in regard to this matter.

Respectfully,

1482 HOLLAND-AMERICA LINE.,

A. G.,

N. Gen'l Agent.

Petitioner's Exhibit 135.

1483

Dic. N.

June 21st, 1907.

No. 1145.

Holland America Line,
Rotterdam.

Gentlemen:

We beg to confirm our cable of the 13th inst., as follows:

"REISBLAD RONDSTUREN RONDVOEREN
"TO ZAFARICHE ROTTERDAM RAGBOL ZA-
"CINTA CONSIDERING WEDNESDAY SAIL- 1484
"INGS RONDSTUREN RONDVOEREN PRO-
"VIDED DIFFERENTIAL FROM PRESENT
"RATE ADJUSTED BY RIVIERZAND VLIER-
"PLANT ROEPVOGEL ROGBORD FEAR CON-
"SEQUENCES ROGGEKAF SPECIALLY CUN-
"ARD CABLE."

Our proposition to reduce the Eastbound third class rate to $20 was made after consultation with the Hamburg American Line, Lloyd and Red Star Line. The Hamburg Line especially was of the opinion that the steamers of the Pool Lines leaving on the same day as those of the Volunteer and Russian East Asiatic Lines, should offer a lower rate to the Continent, in 1485
order to reduce the revenue of both Russian Lines, to such an extent as to compel them to abandon this policy. As all the Pool Lines are equally interested, the loss resulting from such reduction should be participated in by all of them.

In case of our reduction to $20 it is probable that same will be followed by Anchor Line, Cunard Line, (Boston service) and American Line (Phila. service). Lloyd fears, however, that the Cunard Line would also have their New York service claim a cor-

1486 *Petitioner's Exhibit 135*

responding rate to the Continent and break away from the tacit British Continental Agreement now maintained, which might cause a general demoralization.

The situation here is at present most unsatisfactory.

The Volunteer and Russian East Asiatic Lines have sailings every alternate Wednesday, arranged in such a way, as to make weekly departures by the Russian Lines.

They offer a differential in their favor of $7.00 to Rotterdam, $6.00 to Antwerp and $5.00 to Hamburg or Bremen. In addition they offer a commission of from $3 to $4 to agents which makes it particularly
1487 hard for the regular Continental agents to secure business for the Pool Lines.

Not only the East-side Russian agents, but also those who book Slavs, Hungarians and Poles throughout the city, are affected and join in the complaints made by the Jewish agents in their requests for protection. The remedy of admitting to Conference the Volunteer Line, of which C. B. Richards & Co. are the General Agents, would, in our opinion be worse than the evil itself, as it would furnish an opportunity to agents to book freely for said Line, of which a great many would avail themselves, whereas under present conditions they are afraid to do so.

1488 Several regular Continental agents outside of New York sell tickets for the Volunteer Line and although the Lines are holding to strict account every agent thus caught, the field is too large to become fully acquainted with every violation.

Meanwhile the two Russian Lines are growing stronger every day. They advertise in many papers and are pushing their business energetically. If the present conditions continue, we are afraid that at some near future date the Pool Lines may realize that the power and influence of these two Lines is beyond their control.

Petitioner's Exhibit 136 1489

Undoubtedly you have given this matter your full consideration and we hope that the various difficult questions involved may be solved by effective measures.

We enclose herewith a few of the latest circulars of both of the Russian Lines and hope to soon receive information as to what course has been decided upon by the Pool Lines in Europe.

Yours respectfully,

HOLLAND AMERICA LINE,

N. A. G.

1490

Petitioner's Exhibit 136.

Sept. 13th, 1907.

Private, N.,
No. 1192.

Holland-America Line,
Rotterdam.

Gentlemen:

The number of third class east-bound passengers carried this week by the continental Lines as compared with the number carried yesterday by the Russian Volunteer Line's steamer Sartov, show a very unsatisfactory effect of the joint reduction to $25.00 for Hapag and ourselves, and to $23.00 for the North German Lloyd's regular steamers. 1491

Steamer Bluecher, September 12th, carried 243 third class passengers; steamer Bremen September 12th carried 566, and steamer Saratov, September 12th, carried 585.

Our steamer Potsdam, last Wednesday, carried 630, which number, considering the considerably lower through rates of Lloyd and Hapag, is exceptionally large.

1492 *Petitioner's Exhibit 136*

Although this may show the increasing popularity of our third class the fact remains that our ever increasing plus assumes disquieting proportions. You have undoubtedly given this matter your attention, and our reason for mentioning it is that the Pool correspondence referred to in your favor of August 15th (no number given) has not come into our possession as yet, on account of which we do not fully understand the situation.

The subsequent sailings for the Russian Volunteer Line have been made for Thursdays, undoubtedly to avoid the same sailing date which we have.

1493 Their present rate is $20.00 to Rotterdam, on which a commission of from three or four dollars is paid, which causes said tickets to be sold at a rate from seventeen dollars up.

In case this matter has not been considered as yet, we respectfully suggest the measure to be taken as outlined in our letter 1145, of June 21st, by making one Line the fighting Line for the Pool Lines quoting a lower rate that the Russian Volunteer Line does; the expenses of said measure to be borne by all members of the Pool who then may continue for their other steamers and services a higher and better paying rate.

1494 We believe that notwithstanding the change in the sailing date from Wednesday to Thursday of the Russian Volunteer Line, our Line would make the best fight; first as our service is very popular, more so than the regular steamers of Hapag and Lloyd; second, as our destination is Rotterdam, which is also the port of the two Russian Lines.

At present, enormous number of tickets for both tickets" giving the impression to purchasers that passengers will be forwarded by Holland-America Line Lines are sold under the name of "Rotterdam Line steamers.

Petitioner's Exhibit 136

1495

Mr. Frank Zotti has withdrawn his application for appointment as conference agent from the Conference. During the past two weeks he has published a paper under the name of "Rail and Sail" of which we will forward to you, by Control Box of our steamer New Amsterdam next Wednesday, the first issue. As you will please notice in said paper, he is doing his utmost to attack the Conference Lines, and in our opinion, no further support whatever should be given him. The Cunard Line maintains its former position, and is openly protecting him.
excepting ss America and ss Augusta Victoria.

1496

Although we do not wish to over-estimate Zotti's influence, the fact remains that he continually creates a great disturbance in the third class business. The publication of this paper which is widely distributed among the Crotatians and Dalmatians in the United States, the open protection of the Cunard Line, and the additional support which he obtains from Messrs. C. B. Richard & Co., by which he routes all the business he possibly can over the Russian Volunteer Line, make him a constant danger, and we exceedingly regret that the action at the time, of the Hamburg and French Lines, prevented the Conference from getting him under control.

1497

Respectfully,
HOLLAND-AMERICA LINE.,
O. D.,
N. Act. Gen'l Agent.

1498 **Petitioner's Exhibit 137.**

HOLLAND-AMERIKA LIJN.

Telegram Address:
AMERICANO ROTTERDAM.
AFDEELING PASSAGE.

Rotterdam, February 22nd, 1908.

Saturday.

991.

Holland-America Line,
New York.

1499

Dear Sirs:

Thanks for your cable of the 20th instant informing us that the New York & Continental Steamship Company are advertising the ss. "Volturno" to sail on April 11th, which steamer can carry seven hundred steerage passengers, and that rumors are current that Richards will act as passenger agents.

Yours very truly,
HOLLAND-AMERICA LINE.,
G. F. H. M.

1500

Petitioner's Exhibit 138. 1501

HOLLAND-AMERIKA LIJN.

Telegram Address:
Americano Rotterdam.

Afdeeling Passage.

Telefoon: No. 2972.

Ge. Rotterdam, March 23rd, 1908.
Monday.

1024.

Holland-America Line,
New York. 1502

Dear Sirs:

We herewith beg to acknowledge receipt of your private No. 1312 of March 13th, enclosing circular issued by C. B. Richards & Co. for the New York and Continental Line, announcing the departure of their ss. "Volturno" from New York on April 11th, with a steerage rate of $23 from New York to Hamburg, and noted that prepaid tickets thus far have not been issued.

ss. "Volturno" sailed Saturday, March 21st from here with 19 passengers in the steerage, of whom 9 passengers are destined for New York, the balance being for Canada. 1503

Yours truly,
HOLLAND-AMERICA LINE,
N.

P. S. We also noted that the two Russian Lines are quoting a rate of $24 to Rotterdam, on which a commission of $3 and more is paid.

1504 **Petitoner's Exhibit 139.**

HOLLAND-AMERICA LINE.

Address for Telegrams:
Americano Rotterdam.

Passenger Department.

Telephone: 2972.

Rotterdam, March 25th, 1908.
No. 1016

CONFIDENTIAL.

1505 Holland-America Line,
New York.

Gentlemen:

We beg to confirm cablegrams exchanged today regarding the Eastbound reductions of Lloyd and Hapag. Because of Lloyd's considerable shortage in the Eastbound pool it was agreed that they should meet the competition of the Russian Lines each time that the latter should have a sailing on the same day or nearly the same day as the former. As a compensation for the considerable reduction Lloyd would have to make in consequence thereof, a reduction, which goes beyond the requirements of the Pool Agreement,
1506 it was at the same time agreed that for their express steamers, which are always fully engaged long before their departure, and for their regular sailings not coinciding with the Russian departures in the above way, a higher rate than existed before this agreement may be charged. Accordingly Lloyd fixed their rate at $36—for express and $27—for regular steamers.

We are in doubts whether these rates of Lloyd will enable them to make up their shortgage in a reasonable time. Considering that both the Russian Lines have reduced the number of their sailings in April,

Petitioner's Exhibit 139

1507

Lloyd will not find frequently the occasion to apply the cheap rates and acquire the big numbers of passengers needed for getting out of their shortage, but because all other parties were in favor of supporting this action of Lloyd, we did not oppose to give it a fair trial.

It was further agreed that Hapag should meet the competition of the New York and Continental Line for the latter's sailing on April 11th for Hamburg. Hapag's carryings being however in excess of the percentage allotted to them in the Eastbound Pool it was considered fair that they should be compensated by the other parties, including the British Lines, for the reduction they would have to make against the Volturno's rate. All Lines were agreeable to this, limiting however to $7 per adult the aforesaid compensation to be borne by them.

1508

We beg to remain,

Yours very truly,

HOLLAND AMERICA LINE.,

G. W. T.

1509

1510 **Petitioner's Exhibit 140.**

Circular No. 17,—Third Series.

THE CONTINENTAL CONFERENCE,

No. 19 Broadway.

New York, December 27, 1906.

AGENTS are advised that the Russian East Asiatic Steamship Company, Ltd., have this day resigned their Conference Membership.

Yours truly,

1511 AUSTRO-AMERICANA LINE,
CUNARD LINE,
FRENCH LINE,
HAMBURG-AMERICAN LINE,
HOLLAND-AMERICA LINE,
NORTH GERMAN LLOYD,
RED STAR LINE,
RUSSIAN EAST ASIATIC S. S. CO., LTD.,
UNION LINE.

1512

Petitioner's Exhibit 141.

1513

Circular No. 18,—Third Series.

THE CONTINENTAL CONFERENCE,

No. 19 Broadway.

New York, March 2, 1907.

Question having been asked by several agents, it is hereby advised that the Russian East Asiatic Steamship Company, Ltd., *retired* from Conference Membership on December 27, 1906.

The undernoted Lines *only* are members of Conference:

1514

AUSTRO-AMERICANA LINE,
CUNARD LINE,
FRENCH LINE,
HAMBURG-AMERICAN LINE,
HOLLAND-AMERICA LINE,
NORTH GERMAN LLOYD,
RED STAR LINE,
UNION LINE.

Petitioner's Exhibit 142.

1515

Minutes of American Atlantic Conference, marked for identification.

Petitioner's Exhibits 143 to 147 Inclusive.

Railroad agreements marked for identification.

1516

Petitioner's Exhibit 148.

Minutes of American Atlantic Conference marked for identification.

Petitioner's Exhibit 149.

Rates of Railroad fares between points in Germany, Austria, Switzerland, etc., and Bremen for April, 1911, marked for identification.

1517

Petitioner's Exhibit 150.

Same as Exhibit 149 for April, 1909, marked for identification.

Petitioner's Exhibit 151.

The European Inland tariff to or from Rotterdam or to or from Libau of Russian East Asiatic S. S. Co.

1518

Petitioner's Exhibit 151

1519

Cancel all Previous Tariffs.

RUSSIAN EAST ASIATIC S. S. CO.,
(Limited.)

RUSSIAN-AMERICAN LINE
Direct Service Libau-New York

ROTTERDAM-NEW YORK LINE
Direct Service Rotterdam-New York

EUROPEAN

1520

INLAND TARIFF

To or From Rotterdam
or
To or From Libau

Re-issue of October, 1907.

General Passenger Agents in America:

A. E. JOHNSON & Co.,

New York - - -	1 and 27 Broadway
Boston - - - -	23 Salem Street 298 Washington Street
Seattle - - - -	103 Yesler Way
Minneapolis - -	100 Washington Street
Chicago - - -	126 East Kinzie Street

1521

European Offices:

St Petersburg, Russia - -	Nevski, Pr. 28
Knie, Falk & Co. - - -	Libau, Russia
Ruys & Co. - - -	Rotterdam, Holland
Universal-Reiserbureau -	Wien II Muhlfeldgasse 5

1522 *Petitioner's Exhibit 151*

GENERAL RULES AND REMARKS IN BOOKING STEERAGE AND CABIN PASSENGERS.

1. PREPAID TICKETS are good for one year from date of issue. Complete address of passengers must be given in advices, so as to enable our Home Office to instruct the passengers regarding departure of steamers, etc. Purchasers should be impressed with the importance of requesting their relatives or friends not to leave their homes until the Company has communicated with them. Considerable inconvenience
1523 and trouble has been caused by arrival of passengers, either in advance or after departure of steamer, without sufficient funds for their sustenance, and simply because they did not wait for or comply with instructions.

In addition to the Prepaid Ticket Rates, the Agents will collect the UNITED STATES HEAD TAX OF $4.00 on each ADULT, CHILD and INFANT, endorsing the amount collected across the face of the tickets as well as the advices.

2. EXTENSION OR TRANSFER. Prepaid tickets can be transferred or extended only upon payment of difference in rate, if any, but a minimum charge of 10
1524 per cent of the face value of ticket will be made.

3. REFUND OF PREPAID TICKETS. The gross amount, less agent's commission and 10 per cent cancellation fee, will be refunded on unused tickets as soon as confirmation is received from the Home Office, which takes about seven weeks from date of request of cancellation.

4. ROUND TRIP TICKETS. Use one Outward and one Prepaid blank for a round trip.

5. CHILDREN. Tickets for children under 16 years of age will not be accepted unless at the same time the passage of an accompanying adult is provided for.

1525

6. THROUGH BOOKING. Prepaid passengers must be booked through to destination. For American Immigrant railroad fares from New York, use Immigrant Tariff No. 13 and supplements. The commission is 5 per cent, not to exceed $2.00 on a full fare or $1.00 on a half fare, excepting to stations in the States of New York, Pennsylvania, Connecticut, Rhode Island, Massachusetts, Maine, Delaware, West Virginia, Virginia and Maryland, Province of Quebec, and points in Ontario east of Suspension Bridge, where no commission is paid.

1526

7. PRIVILEGE TO LAND is denied idiots, insane persons, paupers, or persons likely to become public charges, persons suffering from a loathsome or dangerous contagious disease, persons who have been convicted of a felony or other infamous crime or misdemeanor involving moral turpitude, and polygamists. It is unlawful for any person to prepay the transportation or in any way assist or encourage the importation or migration of any aliens into the United States under contract to perform labor or service of any kind in the United States. A promise to give or secure work is considered an implied contract to perform labor, and passengers have time and again been refused landing in the United States and returned to Europe by the United States Government inspectors upon stating during the examination that they had been advised by friends here that work had been obtained for them. Under the American laws, persons of sixty years of age or over may be prevented from landing; also women with young children, unless they are accompanied by their husband, brother or some other person of the male sex; cripples, lunatics, persons who are blind, or deaf and dumb, unmarried women in pregnant condition, or mothers with illegitimate children; also persons suffering with FAVUS

1527

1528 *Petitioner's Exhibit 151*

(Scalp Disease), TRACHOMA or GRANULOSIS (Eye Diseases).

Under the United States Immigration Act of March 3, 1903, a Steamship Line bringing to this country aliens afflicted with any of the above mentioned diseases, is subject to a fine of $100.00 in each case, and although we have for many years called special attention in our circulars to our regulations regarding the booking of Prepaid Passengers, stating just what classes of cases ARE PREVENTED FROM LANDING HERE, we have lately experienced considerable trouble with holders of prepaid certificates, who were found at
1529 the medical examination to be afflicted with one or another of the diseases referred to above. Passengers thus suffering are readily detected, as they have to pass three medical examinations before they are allowed to embark, and in most cases they are returned to their homes at the expense of the prepaid certificates, thus causing them and the purchasers of prepaids unnecessary hardship, loss of time and money. When issuing a prepaid certificate, you must caution the purchaser to instruct the passenger not to leave home under any circumstances, unless his eyes and scalp are absolutely healthy and clean.

This subject being of great importance, we request
1530 careful attention and co-operation.

The United States Immigration Laws do not specifically prescribe that immigrants must have cash money upon arrival in this country, but it will facilitate landing of immigrants, and in many cases prevent their detention if they are in possession of some funds.

8. OUTWARD TICKETS must in all cases state distinctly the steamer, date of sailing and the correct rate of passage for such steamer in the body of the ticket, as we will hold agents responsible for any mistakes they may make. In case of uncertainty as to rates or sailings, agents should obtain instructions from us, by

1531

wire if necessary, before issuing tickets. Agents will understand the importance of issuing Outward Tickets correctly, upon considering that tickets incorrectly issued will not only cause trouble and expense to themselves, but will also put their passengers to much inconvenience. Agents should not fail to attach to each outward ticket the certificate required by United States Law.

9. BAGGAGE ALLOWANCE. 15 cubic feet are allowed each adult passenger on the steamer. American Railroads allow 150 pounds and European Railroads, third class, allow in most cases 50 pounds free for each full fare; in fourth class only hand baggage is free.

1532

10. SPOILED TICKETS. Do not cancel or destroy any ticket. When spoiled or unfit for use, return to us and we will credit you with it.

11. ADVICES must be covered by remittances and sent to this office on day of sale. Promptness in advising is necessary in order to insure proper accommodations to passengers.

12. Agents will please inform their Passengers coming from the interior that they should be sure to have their BAGGAGE distinctly marked with their name in full, name of steamer and destination, and check it by the Baggage Master of the train on which they arrive at New York to Pier of the RUSSIAN EAST ASIATIC STEAMSHIP COMPANY, LIMITED, BROOKLYN.

1533

13. Agents please explain to passengers, who are afraid to get into Russia through Libau, because they believe to be fined for not having passport, that they don't need it. All that is required is that the passenger have an ordinary pass or a governor's pass or

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frontier pass from the Russian Consul, which we can procure.

14. Upon the recommendation of our Company the Russian Minister of the Interior has granted the privilege to prepaid passengers of the RUSSIAN EAST ASIATIC STEAMSHIP COMPANY of securing passports at Libau without any delay or trouble whatsoever, BUT THESE PASSPORTS CAN ONLY BE OBTAINED FOR SUCH PASSENGERS WHO COME PROVIDED FROM THEIR NATIVE TOWN WITH THE NECESSARY ADVANCE PAPERS FURNISHED THEM BY THEIR CITY AUTHORI-
1535 TIES. When desired, Knie Falk & Comp, our agents at Libau will procure passports for your prepaids, under the above condition, at their actual cost of 21 Roubles or about $10.00. One passport is sufficient for a whole family.

15. LIBAU.—The LIBAU route is by far the most convenient as well as the cheapest, railroad fares being much lower in Russia than elsewhere. Our Company takes care of its prepaid passengers in Libau, in its own buildings, which have recently been constructed there specially for that purpose. Recommend your customers to buy their tickets from you, via LIBAU, and you will soon find your business growing, for
1536 everyone of your passengers will be satisfied with the treatment they receive from our Company and its agents abroad.

16. ROTTERDAM.—Prepaid passengers who insist upon coming by our line via Rotterdam (instead of Libau), should arrange transportation from their homes in RUSSIA, AUSTRIA, etc., via Basel and Luxemburg to Rotterdam. This is the direct route without touching German territory, the difficulties which immigrants always encounter at the German frontier control stations being thus altogether avoided.

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17. The steamers of the RUSSIAN EAST ASIATIC STEAMSHIP CO. are provided with all possible modern accommodations for steerage passengers as well as for cabin passengers with electric light throughout. Steerage passengers have the use of the main deck. At present we have five steamers in the service, all properly equipped, and the best attention will be given to passengers, in order to make the line popular and attractive to its patrons. Jewish passengers receive "Kosher Food" on all steamers.

UNITED STATES CUSTOMS DUTIES.

1538

The Tariff Act of July 24, 1897, provides: "That in case of residents of the United States returning from abroad, all wearing apparel and other personal effects taken by them out of the United States to foreign countries shall be admitted free of duty, without regard to their value, upon their identity being established, under appropriate rules and regulations to be prescribed by the Secretary of the Treasury, but no more than one hundred dollars in value of articles purchased abroad by such residents of the United States shall be admitted free of duty upon their return." According to ruling of the Secretary of the Treasury, the word "resident" includes all persons 1539
leaving the United States, and, during their absence, having no fixed place of abode.

Residents of the United States who have been abroad for purposes of study, or the restoration of health, or for other specific objects, and who have had a fixed place of abode for one year or more, will be considered non-residents within the meaning of the customs law; in other words, their baggage will be subject to the following provisions of the FREE LIST, otherwise applicable to baggage brought by aliens, viz: "Wearing apparel, articles of personal adornment,

1540 toilet articles and similar personal effects of persons arriving in the United States; but this exemption shall only include such articles as actually accompany and are in the use of, and as are necessary and appropriate for the wear and use of such persons, for the immediate purposes of the journey and present comfort and convenience, and shall not be held to apply to merchandise or articles intended for other persons or for sale. Books, libraries, usual and reasonable furniture, and similar household effects of persons or families from foreign countries, if actually used abroad by them not less than one year, and not intended for any other
1541 person or persons, nor for sale." Persons claiming the special exemption allowed by law to non-residents are not entitled to the $100 exemption; in addition thereto, they must come either as residents or as non-residents.

CAUTION.

The importation of all garments made in whole or part of sealskins is prohibited, but such garments if taken abroad by residents of the United States may be re-entered on presentation of a certificate of ownership from the Collector of Customs at port of departure, which certificate must be obtained by the owner
1542 of the garment by offering the same to the Collector for inspection before leaving this country.

The Following Articles are on the Free List:

Books, maps, music, engravings, photographs, etchings, bound or unbound, and charts, which shall have been printed more than twenty years at the date of importation. Books and pamphlets printed exclusively in languages other than English.

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GENERAL REMARKS.

All Previous Issues of European Inland Tariffs of the Russian East-Asiatic S. S. Co., Ltd., are Hereby Cancelled.

1. The rates to and from European Inland points quoted in this Tariff are to be applied only in connection with OCEAN THIRD CLASS tickets issued TO OR FROM Rotterdam or TO OR FROM Libau.

2. These rates are net and NO COMMISSION IS ALLOWED on them.

1544

3. FOURTH CLASS railroad accommodation is in use in part of Germany only. If a certain point cannot be reached over the entire route in the fourth class, our fourth class rates will be found to include third class rail transportation for that part of the journey where there is no fourth class in existence.

4. FOURTH CLASS rates have been quoted chiefly for information, and although tickets will be issued that way if desired, the very few and questionable advantages this class of transportation offers makes it advisable to always recommend passengers to take third class accommodation.

1545

5. BOAT RATES are for transportation by Rhine boats as far as possible; thence by rail.

They should not be used for transportation during the Winter season (Nov. 1st—March 31st).

6. CHILDREN. Half rates on European railroads are charged as follows:

In Switzerland, children from 3 to 10 years.

In France, children from 3 to 7 years.

In Holland, Germany and Austria, children from 4 to 10 years.

In Belgium, children from 3 to 8 years.

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Children under 3 or 4 years travel free.
In Russia, children under 5 years travel free.
Quarter rates from 5 to 10 years.

7. NO BOARD is furnished on European railroads; passengers should provide for this themselves.

8. BAGGAGE. Passengers will receive as much baggage free as the railroads in the different European countries allow. On most of the European railroads, 25 kilos, or 55 lbs. per adult on third class tickets are allowed free. On fourth class tickets, only hand baggage is carried free, but passengers will find that a
1547 good deal of baggage can be taken as hand baggage in the fourth class carriages. Overweight is always at passenger's expense. On the steamers of the Russian East-Asiatic S. S. Co., Ltd., 15 cubic feet or 200 lbs. is allowed. On the Russian Railroad, 40 lbs. are allowed free each adult passenger. The Company assume no responsibility for HAND-BAGGAGE, PROPERTY OR PERSONAL EFFECTS of any kind which remain in the possession or care of the passengers during the voyage.

Claims as regards damage or loss of baggage must be made immediately after arrival of the steamer at port of destination, to the Company's representatives.

1548 Bicycles must be crated or boxed, and are subject to a charge of $2.50 each.

All baggage should be properly checked and should bear in legible manner the passenger's name, port of destination, name of the steamer, date of sailing for which purpose labels and baggage tags are furnished.

Baggage can be sent to our piers, so marked, several days in advance of sailing, but must be claimed by passenger prior to boarding the steamer on the day of sailing.

All matters with reference to baggage must be arranged with the baggage master before going on board. The Company's employees on board ship, otherwise,

1549

are not permitted to make arrangements of any kind, or accept commissions from passengers to attend to baggage and other matters which do not pertain to their duties and position.

9. Passengers booked from European Inland points should apply to Messrs. Ruys & Co., at Rotterdam and Messrs. Knie, Falk & Co., at Libau, Universal-Reisebureau, Wien II, Mühlfeldgasse 5 for travelling instructions.

1550

Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Aahcen (Aix-la Chapelle)	Rhein-Province (Rhein Province)	$1.00	$....	$....
Agram*	Kroatien (Hungary)	10.75	*8.40	....
Alexandria*	Egypten (Egypt)	....	....	....
Alexandrowo	Ost-Preussen	9.30	5.30	....
Allenstein	Hessen-Darmstadt	9.30	5.30	....
Alzey		3.30	2.00	1.60
Amanweiler	Elsass (Alsace)	2.10	....	....
Ansbach	Bayern (Bavaria)	5.40	3.75	3.40
Arnhem	Gelderland (Netherlands)	0.42	....	....

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Aschaffenburg	Bayern (Bavaria)	3.90	2.30	1.95
Augsburg	Bayern (Bavaria)	6.00	4.95	4.30
Bachrach	Rhein-Provinz (Rhein Province)	2.80	1.75	1.50
Backnang	Würtemberg	4.55	3.55	2.90
Bajohren (bei Memel)	Ost-Preussen	13.10	7.15	....
Bamberg	Bayern (Bavaria)	5.25	3.60	3.30
Barmen	Rhein-Provinz (Rhein Province)	1.50	1.10	....
Basel (Bale)*	Schweiz (Switzerland)	*4.55	....	4.00

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Batoum*	Russland (Russia)	$....	$....	$....
Bayreauth	Bayern (Bavaria)	6.05	3.85	....
Bebra	Hessen-Nassau	4.20	2.40	....
Belfort*	France	....	....	....
Belgrad	Serbia	....	10.40	....
Belovar	Kroaten (Hungary)	13.00	9.00	....
Bensdorf	Elsass (Alsace)	2.55	....	....
Beraun	Böhmen (Bohemia)	7.50	4.60	....
1553 Berlin	Brandenburg	5.15	3.00	....
Bern*	Schweiz (Switzerland)	*5.65	....	5.15
Beyrouth*	Syria	....	....	....
Biala	Oester-Schlesien (Austrian Silesia)	9.60	5.85	....
Bienne (Biel)*	Schweiz (Switzerland)	*5.45	....	4.95
Bingen a. Rh.	Hessen	2.95	1.80	1.45
Bingerbrück	Rhein-Provinz	3.55	2.15	1.45
Bischweiler	Elsass (Alsace)	4.85	3.55	3.15
Bitsch	Elsass (Alsace)	2.90	2.75	2.55
Bochum	Westfalen	1.45	1.05	....
Bodenback	Böhmen (Bohemia)	7.00	3.95	....
Bonn a. Rh.	Rhein-Provinz (Rhein Province)	1.80	1.25	1.10
1554 Bordeaux	France	....	....	....
Boxtel	Noord-Brabant (Netherlands)	0.40	....	....
Bozen (Bolzano)	Tyrol	7.90	7.65	7.05
Breslau	Schlesien (Silesia)	8.30	4.70	....
Brody	Galizien (Galicia)	12.15	8.10	....
Bromberg	Posen	8.35	4.75	....
Bruchsal	Baden	3.90	2.85	2.20
Bruch o. Mur	Steirwark (Styria)	8.90	7.10	....
Brünn	Mähren (Moravia)	9.05	6.00	....

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Buchloe	Bayern (Bavaria)	$6.15	$5.10	$4.45	
Budapest	Ungarn (Hungary)	10.40	7.55	....	
Budweis	Böhmen (Bohemia)	7.95	5.45	....	
Bukarest	Rumänien (Roumania)	13.20	10.35	....	
Cannstadt	Würtemberg	4.60	3.55	2.90	
Caslau	Böhmen (Bohemia)	8.00	4.95	....	
Cassel	Hessen-Nassau	3.60	2.10	....	
Cham	Bayern (Bavaria)	6.65	5.05	4.70	
Chemnitz	Kgr. Sachsen (Saxony)	6.05	3.45	....	1556
Chiasso*	Schweiz (Switzerland)	*8.35	....	7.70	
Chrudim	Böhmen (Bohemia)	8.65	5.60	....	
Chur*	Schweiz (Switzerland)	*6.70	6.40	5.75	
Coblenz	Rhein-Provinz (Rhein Province)	2.35	1.55	1.25	
Colmar*	Elsass (Alsace)	*3.45	....	....	
Cologne (Cöln a Rh.)	Rhein-Provinz (Rhein Province)	1.45	1.10	0.95	
Constantinople*	Turkey	....	....	....	
Crefeld	Rhein-Provinz (Rhein Province)	1.00	0.85	....	
Czernowitz	Bukowina	12.75	8.75	....	
Darmstadt	Hessen-Nassau	3.65	2.15	1.75	
Debreczin	Ungarn (Hungary)	11.85	9.00	....	1557
Délémont*	Schweiz (Switzerland)	*4.95	....	4.45	
Detmold	Lippe-Detmold	2.25	1.60	....	
Deutsch-Eylau	West-Preussen	9.75	5.40	....	
Debricza	Ungarn (Hungary)	13.10	10.20	....	
Donauwörth	Bayern (Bavaria)	5.75	4.55	4.10	
Dortmund	Westphalen	1.60	1.15	....	
Dressden	Kgr. Sachsen (Saxony)	6.40	3.65	....	
Duisburg	Rhein-Provinz (Rhein Province)	1.20	0.95	....	

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Düsseldorf	Rhein-Provinz (Rhein Province)	$1.20	$0.95	$....
Eger	Böhmen (Bohemia)	6.65	4.15	....
Elberfeld	Rhein-Provinz (Rhein Province)	1.45	1.10	....
Ellwangen	Würtemberg	5.35	3.90	3.60
Embden	Hannover	1.55	1.30	....
Eperjes	Ungarn (Hungary)	11.25	7.55	....
1559 Erfurt	Prov. Sachsen (Prov. Saxony)	5.15	2.90	....
Erlangen	Bayern (Bavaria)	5.55	3.95	3.60
Esseg	Kroatien (Hungary)	13.45	9.45	....
Essen	Rhein-Provinz (Rhine Province)	1.35	1.00	....
Eydtkuhnen	Ost-Preussen	12.30	6.65	....
Fehèr	(See Stuhlweissenburg)	....	....	....
Flume*	Kroatien (Hungary)	10.80	*8.40	....
Frankfurt a. Main	Hessen-Nassau	3.55	2.10	1.75
Frankfurt a. Oder	Brandenburg	6.00	3.55	....
Freiburg	Baden	4.20	4.05	3.40
1560 Fulda	Hessen-Nassau	4.10	2.40	2.25
Fünfkirchen	Ungarn (Hungary)	12.05	9.20	....
Furth i. Wald	Bayern (Bavaria)	5.45	3.80	3.45
Gaildorf	Würtemberg	4.85	3.80	3.15
Galszecs	Ungarn (Hungary)	11.65	7.95	....
Geinhausen	Hessen-Nassau	3.75	2.20	1.95
Gelsenkirchen	Westfalen	1.35	1.00	....
Genève (Genf)*	Schweiz (Switzerland)	*7.05	....	6.50
Genoa (Genova)*	Italy	....	8.00	....
Giessen	Hessen-Darmstadt	3.05	1.85	1.75
Gmunden	Bayern (Bavaria)	7.80	6.20	5.85

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Gotschee	Austria (Krain)	$10.20	$8.95	$....	
Graz	Steiermark (Styria)	9.35	7.45	....	
Groningen	Groningen (Netherlands)	0.90	....	....	
Grosswardein	Ungarn (Hungary)	12.05	9.20	....	
Hagenau*	Elsass (Alsace)	3.25	3.10	*2.75	
Hall	Würtemberg	4.90	3.70	3.05	
Hamm	Westfalen	1.90	1.25	....	
Hannover	Hannover	2.70	1.80	....	1562
Heidelberg	Baden	4.05	2.60	1.95	
Heilbronn	Würtemberg	4.65	3.20	2.55	
Herrmannstadt	Siebenburgen (Hungary)	12.55	9.65	....	
's-Hertogenbosce	Nood-Brabant (Netherlands)	0.35	....	....	
Hof	Bayern (Bavaria)	6.30	3.75	....	
Horb	Würtemberg	4.65	3.80	3.15	
Iglau	Mähren (Moravia)	8.55	5.50	....	
Igney-Avricourt*	Elsass (Alsace)	*2.80	....	....	
Illowo	Ost-Preussen	10.25	5.65	....	
Ingolstadt	Bayern (Bavaria)	6.20	4.65	4.30	
Innsbruck*	Tyrol	*6.80	6.55	5.95	1563
Inowrazlaw	Posen	6.80	4.85	....	
Insterburg	Ost-Preussen	11.70	6.35	....	
Jablonowo	West-Pruessen	9.40	5.25	....	
Jaffa*	Syria	....	....	....	
Jaslo	Galizien (Galicia)	10.95	6.90	....	
Jassy	Rumänien (Roumania)	14.15	10.15	....	
Kaiserlautern	Bayern (Bavaria)	3.10	2.40	2.05	
Karlsruhe	Baden	4.35	2.95	2.30	
Karlstadt*	Kroatien (Hungary)	11.15	*8.40	....	

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Kaschau (Kassa)	Ungarn (Hungary)	$11.25	$7.55	$....
Kempten	Bayern (Bavaria)	6.05	5.00	4.35
Klagenfuat	Kärnthen (Austria)	9.35	7.45	....
Klattau	Böhmen (Bohemia)	7.20	4.95	....
Klausenbusg	Siebenburgen (Hungary)	12.05	9.20	....
Köln (see Cologne)		....	....	....
Kolin	Böhmen (Bohemia)	7.90	4.85	....
Königsberg	Ost-Preussen	10.85	5.95	....
1565 Königsberg	Böhmen (Bohemia)	6.75	4.20	....
Kolozsvar (See Klausenburg)		....	....	....
Konitz	West-Preussen	8.35	4.70	....
Konstanz	Baden	5.15	4.95	4.30
Kowno	Russland (Russia)	12.90	7.25	....
Krakau	Galizien (Galicia)	9.95	5.95	
Kreuznach	Rhein Provinz (Rhine Province)	3.05	1.85	1.55
Kronstadt	Siebenburgen (Hungary)	12.05	9.20	....
Lahr	Baden	3.90	3.75	3.10
Laibach*	Krain (Austria)	9.70	*8.50	
1566 Landau i. Pf.	Bayern (Bavaria)	3.40	2.70	2.25
Landau i. Isar	Bayern (Bavaria)	7.00	5.40	5.05
Landshut	Bayern (Bavaria)	6.85	5.20	4.90
Lausanne*	Schweiz (Switzerland)	*6.45	....	5.95
Leeuwarden	Friesland (Netherlands)	0.90	....	....
Leipzig (Leipsic)	Kgr. Sachsen (Saxony)	5.25	3.05	..
Lemberg	Galizien (Galicia)	11.65	7.65	....
London		....	2.70	....
Lichtenfels	Bayern (Bavaria)	5.50	3.35	
Lille*	France	....	....	....
Limburg a. L.	Hessen-Nassau	2.80	1.75	1.50
Lindau	Bayern (Bavaria)	5.80	5.35	4.70

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Linz	Ober Oesterreich (Upper Austria)	$7.85	$6.10	$5.90
Lippstadt	Westfalen	2.05	1.45	....
Lissa	Böhmen (Bohemia)	7.65	4.60	....
Ljubljana* (See Laibach)		....	....	....
Ludwigshafen	Bayern (Bavaria)	3.70	2.35	1.80
Luxemburg*	Luxemberg	*1.55	....	....
Luzern*	Schweiz (Switzerland)	*5.50	....	5.00
Lyck	Ost-Preussen	11.90	6.45	....
Maastricht	Limburg (Netherlands)	0.90	....	....
Magdeburg	Prov. Sachsen (Prov. Saxony)	4.10	2.50	....
Mailand (Milano)*	Italien (Italy)	....	....	....
Mainz (Mayence)	Hessen-Darmstadt	3.25	1.95	1.55
Mannheim	Baden	3.85	2.45	1.80
Marburg a. Drau	Steiermark (Styria)	10.45	8.05	....
Maria Theresiopel	Ungarn (Hungary)	11.50	8.65	....
Marseille*	France	....	....	....
Memel	Ost-Preussen	12.90	7.00	....
Memmingen	Bayern (Bavaria)	5.75	4.75	4.10
Messina*	Italy	....	15.00	....
Metz*	Lothringen (Lorraine)	*2.10	....	....
Middelburg	Zeeland (Netherlands)	0.55	....	....
Mielec	Galizien (Galicia)	10.80	6.80	....
Milano (see Mailand)*		....	....	....
Minden	Westfalen	2.10	1.50	....
Minsk	Russland (Russia)	12.60	8.65	....
Misklocz	Ungarn (Hungary)	11.25	7.55	....
Mitrovicza	Ungarn (Hungary)	13.55	9.55	....
Modane*	France	....	....	....
Moglino	Posen	8.15	4.70	....

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*For special through rates see agents' circular.

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	Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
	Mohacs	Ungarn (Hungary)	$12.50	$9.60	$....
	Moskau	Russland (Russia)	14.50	10.50	....
	Mühldorf	Bayern (Bavaria)	7.20	5.65	5.35
	Mühlhausen*	Elsass (Alsace)	4.30	....	*3.80
	Mühlheim	Hessen-Darmstadt	3.65	2.20	1.80
	München	Bayern (Bavaria)	6.50	5.30	4.85
	München-Gladbach	Rhein-Provinz (Rhein Province)	1.00	0.85	....
1571	Munkacs	Ungarn (Hungary)	12.05	8.55	....
	Münster	Elsass (Alsace)	4.10	....	3.60
	Myslowitz	Schlesien (Silesia)	9.85	5.60	....
	Nagy Szeben	(See Herrmannstadt)	....	....	....
	Nagy Varad	(see Grosswardein)	....	....	....
	Nancy*	France	....	....	....
	Naples (Napoli)*	Italy	....	12.00	....
	Neuchatel*	Schweiz (Switzerland)	*5.75	....	5.20
	Neustadt a. d. H	Bayern (Bavaria)	3.45	2.55	2.05
	Nördlingen	Bayern (Bavaria)	5.50	4.30	3.80
	Nürnberg	Bayern (Bavaria)	5.50	3.85	3.55
	Nymegen	Gelderland (Netherlands)	0.45	....	....
1572	Oderberg	Oester-Schlesien (Austrian Silesia)	9.30	560	Outward only. Do not book prepaids.
	Odessa	Russland (Russia)	15.30	11.30	....
	Oedenburg	Ungarn (Hungary)	9.25	6.50	....
	Offenburg	Baden	3.70	3.55	2.90
	Olmütz	Mähren (Moravia)	8.80	5.90	....
	Olsztyn		....	5.50	....
	Oppeln	Schlesien (Silesia)	9.10	5.05	....
	Osnabrück	Hannover	1.45	1.20	....
	Ostrowo	Posen	8.70	4.90	....

*For special through rates see agents' circular.

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Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
				Outward only. Do not book prepaids.	
Oswiecim	Galizien (Galicia)	$9.60	$5.70	$....	
Ottlotschin	West-Preussen	8.95	5.00	....	
Palmero*	Italy	....	15.00	....	
Pardubitz	Böhmen (Bohemia)	8.30	5.25	....	1574
Paris*	France	....	4.30	....	
Passau	Bayern (Bavaria)	7.30	5.65	5.35	
Pecs		....	....	....	
(See Fünfkirchen)					
Pest (see Budapest)		....	....	....	
Peterwardein	Ungarn (Hungary)	12.05	9.15	....	
Pforzheim	Baden	4.10	3.20	2.55	
Pilsen	Böhmen (Bohemia)	7.25	4.70	....	
Pireus*	Greece	....	....	....	
Pirmasens	Bayern (Bavaria)	3.10	2.90	2.70	
Pisek	Böhmen (Bohemia)	7.70	5.10	....	
Podwoloczyska	Galizien (Galicia)	12.45	8.45	....	
Pontarlier*	France	....	....	....	1575
Posen	Posen	7.65	4.30	....	
Prag (Prague)	Böhmen (Bohemia)	7.50	4.60	....	
Prerau	Mähren (Moravia)	8.95	6.00	....	
Prostken	Ost-Preussen	12.05	6.55	....	
Przemysl	Galizien (Galicia)	11.20	7.20	....	
Ratibor	Schlesien (Silesia)	9.60	5.45	....	
Regensburg	Bayern (Bavaria)	6.30	4.70	4.35	
Reichenberg	Bayern (Bavaria)	4.75	3.15	2.80	
Reutlingen	Würtemberg	5.00	4.00	3.35	
Roermond	Limburg (Netherlands)	0.75	....	....	
Rogasen	Posen	8.00	4.55	....	

*For special through rates see agents' circular.

1576 *Petitioner's Exhibit 151*

Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Rottweil	Würtemberg	$4.65	$4.15	$3.50
Saarbrückeu	Rhein-Provinz (Rhein Province)	2.55	2.35	2.15
Saargenmünd*	Elsass (Alsace)	2.60	2.45	*2.20
Saaz	Böhmen (Bohemia)	7.05	4.15	....
Salonica*	Turkey	....	....	....
Salzburg	Salzburg Oesterreich (Austria)	7.75	6.55	6.10
1577				
Samoun*	Asia Minor	....	....	....
Saratow	Russland (Russia)	16.25	12.30	....
Schaffhausen	Schweiz	5.10	4.80	4.15
Schneidemühl	Posen	7.55	4.30	....
Schotten	Hessen	3.55	2.10	2.00
Schweinfurt	Bayern (Bavaria)	4.80	3.15	2.80
Sedletz-Kottenberg	Böhmen	7.90	4.85	....
Sillein (Zsolna)	Ungarn (Hungary)	9.85	6.25	....
Simgen	Baden	4.95	4.70	4.05
Smolensk	Russland (Russia)	13.45	9.50	....
Smyrna*	Asia Minor	....	....	....
Sneek	Friesland (Netherlands)	0.85	....	....
1578 Solingen	Rhein-Provinz (Rhein Province)	1.45	1.05	....
Speyer	Bayern (Bavaria)	3.70	2.50	1.95
Starga. d	Pommern	6.75	3.90	....
St. Gallen*	Schweiz (Switzerland)	*5.65	5.50	4.85
Strassburg i/E*	Elsass (Alsace)	*3.40	....	2.90
Strassberg i/W Pr	West Preussen	9.60	5.35	....
Stuhlweissenburg (Feher)	Ungarn (Hungary)	10.90	8.05	....
Stuttgart	Würtemberg	4.55	3.50	2.85
Szegedin	Ungarn (Hungary)	11.65	8.75	....

*For special through rates see agents' circular.

Petitioner's Exhibit 151 1579

Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Tabor	Böhmen (Bohemia)	$8.10	$5.15	$....	
Tarnopol	Galizien (Galicia)	12.25	8.25	....	
Tarnow	Galizien (Galicia)	10.35	6.35	....	
Taus	Böhmen (Bohemia)	6.95	5.00	....	
Temesvár	Ungarn (Hungary)	12.05	9.15	....	
Teplitz	Böhmen (Bohemia)	7.15	4.20	....	
Teschen	Oesterr. Schlesien	9.50	5.80	....	
Thorn	West-Pruessen	8.85	4.95	....	
Thun	Schweiz (Switzerland)	5.80	....	5.30	1580
Tilsit	Ost-Preussen	12.05	6.60	....	
Trebizonde*	Asia Minor	....	....	....	
Trient	Tyrol	8.25	8.00	7.40	
Trier	Rhein-Provinz (Rhein Province)	2.00	1.95	1.80	
Triest*	Oesterreich (Austria)	10.80	*9.35	....	
Tripolis*	Asia Minor	....	....	....	
Tübingen	Würtemberg	4.90	4.05	3.40	
Turin (Torino)*	Italy	....	....	....	
Turnau	Böhmen (Bohemia)	7.50	4.45	....	
Uden	Noord-Brabant (Netherlands)	0.50	....	....	
Uerdingen	Rhein-Provinz (Rhein Province)	1.10	0.90	....	1581
Ulm	Würtemberg	5.30	4.30	3.65	
Ungvar	Ungarn (Hungary)	12.05	8.35	....	
Venlo	Limburg (Netherlands)	0.65	....	....	
Vienna (see Wien)	Oesterreich (Austria)	....	....	....	
Villach	Kärnthen (Austria)	8.95	7.90	....	
Villingen	Baden	4.45	4.25	3.60	
Vlissingen	Zeeland (Netherlands)	0.55	....	....	
Vukovar	Kroatien (Hungary)	13.50	9.50	....	

*For special through rates see agents' circular.

1582 *Petitioner's Exhibit 151*

	Station	Province or State	To or From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
	Warschau	Russland (Russia)	$10.40	$6.45	$....
	Weiden	Bayern (Bavaria)	6.50	4.35	....
	Weilheim	Bayern (Bavaria)	6.60	5.55	4.90
	Weinheim	Baden	3.95	2.40	1.95
	Weissenburg*	Elsass (Alsace)	3.65	2.90	*2.45
	Weisskirchen	Mähren (Moravia)	9.05	5.85	....
	Wesel	Rhein-Provinz (Rhein Province)	0.95	0.75	....
1583	Wien (Vienna)	Oesterreich (Austria)	8.75	6.00	....
	Wiesbaden	Hessen-Nassau	3.25	1.95	1.60
	Wieschen	Posen	8.10	4.60	....
	Wilna	Russland (Russia)	13.65	8.00	....
	Witten	Westfalen	1.60	1.10	....
	Worms	Hessen-Darmstadt	3.55	2.15	1.75
	Wurzburg	Bavern (Bavaria)	4.65	3.05	2.70
	Zabern	Elsass (Alsace)	3.05	....	2.90
	Znaim	Mähren (Moravia)	9.05	6.00	....
	Zombor	Ungarn (Hungary)	11.90	9.00	....
	Ysolna	(See Sillien)	....	....	....
	Zürich*	Schweiz (Switzerland)	*5.45	5.35	4.70
1584	Zweilbrücken	Bayern (Bavaria)	2.80	2.60	2.25
	Zwiesel	Bayern (Bavaria)	7.35	5.40	....

*For special through rates see agents' circular.

Petitioner's Exhibit 151

1585

RUSSIAN RAILROAD TARIFF TO AND FROM LIBAU.

Alexandrowo	$4.10	Lublin	$4.40
Bachmatsch	4.20	Minsk	2.85
Baransvichi	3.00	Mitau	1.25
Batum	9.60	Molodotschko	2.50
Berditschew	4.40	Mogilew	3.90
Bialostok	2.85	Moskow	4.60
Bobrinsk	3.25	Muravieo	.65
Brjansk	4.60	Nischni-Novgorod ..	5.70
Brest Litowsk	3.90	Nevel	3.40
Charkow	5.10	Nowgorod	2.60
Czentochow	4.10	Nicolaeff	5.60
Czernigow	4.60	Odessa	5.70
Dwinsk	2.15	Osipovitsch	3.10
Ekatherinoslav	5.70	Orel	4.30
Gomel	4.00	Ostrolenko	3.65
Graievo	3.20	Oscha	3.50
Granica	4.40	Pinsk	3.40
Grodno	2.60	Peotzk	2.85
Helsingfors	6.20	Pensa	6.15
Iaroslavl	5.00	Poltava	5.00
Juryeff	2.60	Pernau	3.20
Jekalernoslawe	5.70	Poniewiesz	1.50
Kazatin	4.40	Pskow	2.75
Kaidany	1.55	Radzvilsschki	1.25
Kalkunen	2.15	Radziwillowo	5.50
Kieff	4.70	Reval	3.15
Kielc	4.80	Riga	1.45
Kursk	4.90	Ravno	3.75
Kischineff	5.95	Romny	4.50
Kowno	2.05	Rostov na Donu ...	6.70
Koschedari	1.80	Rybinsk	4.60
Krementschug	5.00	Rieschitza	2.45
Laudrasovo	2.00	Rjazan	5.70
Lodz	3.90	Samara	6.85

1586

1587

1588 *Petitioner's Exhibit 151*

	Shitomir	$4.50		Siedletz	$3.70
	Sosnowice	4.30		Schawli	1.15
	Stawropol	7.35		Tamboco	5.80
	Syrian	6.55		Tchernigow	5.00
	St. Petersburg	3.60		Twier	4.30
	Saratow	6.30		Tiflis	10.40
	Scheptuchowka	4.25		Tscherkask	12.00
	Svienciany	2.45		Tula	5.00
	Sedlets	3.70		Uffa	7.75
	Sevestapol	6.55		Warschau	3.50
	Sdobunowo	4.80		Wirbalen	2.35
1589	Salessje	2.40		Wilna	2.15
	Somfcropol	6.45		Windava	2.05
	Scernenitze	3.60		Witebsk	3.15
	Smolensk	3.90		Woronesch	5.50
	Slobin	3.40		Zdolbunovo	4.80
	Snowskaja	3.90		Zitomir	4.50
	Suvalk	3.10		Zaryzin	6.55
	Summi	4.70			

APPROXIMATE EUROPEAN RAILROAD RATES AND TIME.

1590 I and II Class.

To	From Rotterdam Time Hours	First Class	Second Class
Amsterdam	1½	$ 1.40	$ 1.00
Antwerp	2	1.90	1.45
Baden-Baden	13	12.80	9.40
Bale	15	14.70	10.70
Bayreuth	17	16.60	12.20
Berlin	12	13.05	9.80
Berne	18	16.90	12.25

Petitioner's Exhibit 151 1591

To	From Rotterdam Time Hours	First Class	Second Class
Bonn	6½	$ 5.75	$ 4.35
Bordeaux	18	22.15	15.15
Bremen	8¼	7.30	5.60
Brussels	3	2.75	2.00
Budapest	30	32.55	22.60
Cannes	30	31.65	21.65
Carlsbad	21	18.85	13.90
Carlsruhe	11½	11.95	8.85
Coblenz	7½	6.95	5.25
Cologne	5½	5.05	3.80
Constantinople	65	60.20	40.60
Copenhagen	22	15.90	12.30
Dresden	15	15.80	11.90
Dusseldorf	5½	4.45	3.40
Florence	31	32.05	23.05
Frankfort o/Main	10	9.20	7.00
Geneva	21	20.00	14.45
Hamburg	10	9.90	7.50
Hanover	8½	7.55	5.73
Heidelberg	11	10.75	8.05
Innsbruck	20	19.90	15.90
Interlaken	21	18.05	12.95
Lausanne	20	18.80	13.60
Leipsic	13½	13.10	9.90
Libson	54	51.80	37.50
London	10	7.60	4.35
Lucerne	17	16.65	12.10
Madrid	44	42.60	30.05
Mannheim	10½	10.25	7.75
Marienbad	20	18.25	13.45
Milano	24	23.35	16.80
Munich	18	18.85	13.60
Nice	30	32.30	22.10

1592

1593

1594 *Petitioner's Exhibits 152, 153*

To	From Rotterdam Time Hours	First Class	Second Class
Paris	8	$ 9.10	$ 6.35
Prague	20	20.70	15.20
Rome	38	40.10	28.50
St. Petersburg	47	41.50	29.80
Strassburg	12	11.65	8.60
Stuttgart	13½	13.35	9.85
Venice	30	29.75	21.30
Vienna	24	26.05	18.30
1595 Wiesbaden	9½	8.45	6.45

Petitioner's Exhibit 152.

The European railroad tariff from Rotterdam and to or from Libau of the Russian American Line, reissue of April, 1911, marked for identification.

Petitioner's Exhibit 153.

1596

The European railroad tariff from Rotterdam and to or from Libau of the Russian American Line, reissue of Sept., 1911.

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

October Term, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 16, 1914.

File No. 24,526.

Term No. 552.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 5, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 2.

PRINTED BY THE

(24,446 and 24,526)

In Equity.

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioner, Appellant,

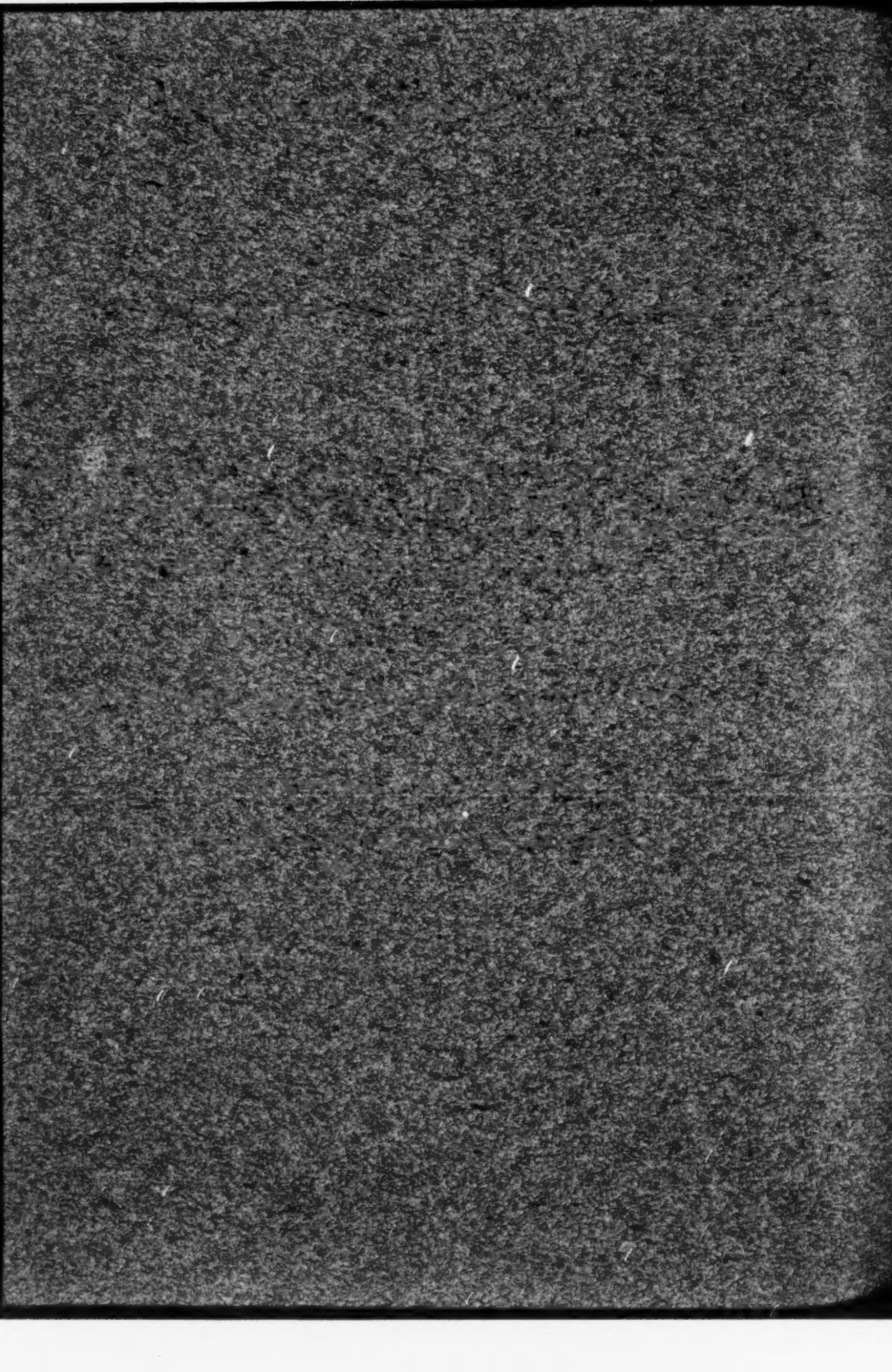
vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, and others,

Defendants, Appellees, &c.

PETITIONER'S EXHIBITS.

VOLUME II.



IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME II.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Petitioner's Exhibit 154.

1597

For private circulation only.

(Printed annual report No. 8)

1906

Report of the

TRANS-ATLANTIC PASSENGER MOVEMENT,

Calendar Year 1906.

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

1598

New York, April, 1907.

1599

1600 *Petitioner's Exhibit 154*

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Petitioner's Exhibit 154

Table I—STATEMENT OF EAST AND WEST-BOUND TRANS-ATLANTIC PASSENGER MOVEMENT FOR THE CALENDAR YEAR 1906,

showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1905 for all ports.

Westbound					Eastbound			
I	II	III	Trips	New York.	Trips	I	II	III
5663	8329	26612	51	American (Southampton) ...	50	3872	3667	12701
2903	12406	23635	50	Anchor (Glasgow)	50	2595	5071	9191
261	....	25835	26	" (Medit.)	22	105	....	6878
3602	....	....	46	Atlantic Transport (London)..	45	3163	....	....
441	479	29664	41	Austro-Amer. (Medit.-Adriat.)	28	101	120	6035
255	264	6515	12	Co. Trasatlantica (Cadiz-Med.)	12	177	120	3509
9104	13899	62298	68	Cunard (Liverpool)	70	8772	9028	18472
1059	2451	50363	27	" (Medit.-Adriatic)	24	2009	471	11539
210	....	31757	34	Fabre (Medit.)	23	272	....	12306
5885	9015	62400	79	French (Havre)	63	5825	5437	27622
1448	1318	1491	6	Hamburg, Express (Hamburg)	6	1559	1227	1713
12046	14700	116461	83	" Regular (")	75	10161	8972	27316
1207	1757	24338	23	" (Medit.)	26	2645	250	6887
....	....	10623	15	" Union (Hamburg)..	1	....	....	14
3868	10215	42988	45	Holland (Rotterdam)	45	3682	3962	15569
150	....	2695	6	Ins. Nav. Co. (Azores-Lisbon).	6	49	....	421
780	156	28938	24	La Veloce (Medit.).....	19	486	73	6040
203	....	19958	14	Lloyd Italiano (Medit.)	14	68	....	4053
357	997	38144	34	Navigazione (Medit.)	25	376	677	7344
10149	10435	21369	31	N. Ger. Lloyd, Exp. (Bremen)	31	8910	6649	22848
2647	13557	80565	64	" " " Reg. (")	50	3279	5102	12535
2770	5570	47469	33	" " " (Medit.)	33	3947	2134	13635
92	....	15942	16	Prince (Medit.)	16	17	....	5437
3556	9551	64620	58	Red Star (Antwerp)	49	3214	4541	19426

Petitioner's Exhibit 154

....	233	2577	5	Russian East Asiatic (Libau)..				
25	....	5206	5	Russian Vol. Fleet (Libau)....	4	8	12	799
1416	2694	17281	32	Scandinavian-Am. (Scand.) ...	32	1108	1929	8344
11914	12947	49452	67	White Star (Liverpool).....	65	9925	8265	17956
1286	2893	25936	15	" " (Medit.)	15	3165	451	11102
102	....	....	20	Wilson (Hull)	14	79	....	....
123	70	4241	12	Miscellaneous (Medit., Azores)	6	650	27	1769
83522	133936	939373	1042	Totals	919	80219	68185	291461

CANADIAN PORTS.

3650	11780	29830	52	Allan (Liverpool)	52	2632	3729	7943
228	6639	6464	37	" (Glasgow)	29	....	871	542
....	1432	4021	17	" (London)	16	....	333	442
376	1059	4555	23	" (Liverpool-Halifax)	16	231	72	129
2917	6744	23815	43	C. P. Ry. Atl. Service (L'pool)	42	2479	3888	7578
....	314	23148	35	" " " (Ant'p-L'd'n)	20	....	111	229
743	7409	26882	40	Dominion (Liverpool)	39	506	2074	2038
....	1361	2905	56	Donaldson (Glasgow)	44	....	358	62
7914	36738	121620	303	Totals	258	5848	11436	18963

BOSTON

3	2120	4091	28	Allan (Glasgow)	26	....	611	231
1734	4458	30897	25	Cunard (Liverpool)	26	1656	2440	7792
1062	....	....	43	Leyland (Liverpool)	42	729	....	....
....	793	....	21	Red Star (Antwerp)				
2651	2630	13507	23	White Star (Liverpool)	25	1651	1235	4373
1104	2227	22783	16	" " (Azores, Medit.) ..	16	2699	414	10091
6554	12228	71278	156	Totals	135	6735	4700	22487

PHILADELPHIA.

....	4078	24838	38	American (Liverpool)	40	....	2643	3988
				Red Star (Antwerp)	23	....	801	....
....	4078	24838	38	Totals	63	....	3444	3988

BALTIMORE.

....	3431	63951	56	N. Ger. Lloyd (Bremen).....	41	....	1747	3169

Petitioner's Exhibit 154

CHARLESTON.

25	....	450	1	N. Ger. Lloyd (Bremen).....	1	1	....	....

NEW ORLEANS.

411	....	3	38	Leyland (L'p'l-L'd'n-H'vre, etc.)	24	247	....	....
92	....	2519	3	Navigazione (Medit.)	3	33	....	782
503	....	2522	41	Totals	27	280	....	782

GALVESTON.

....	767	7114	16	N. Ger. Lloyd (Bremen)	16	....	562	518
98518	191178	1231146	1653	Grand Totals, 1906	1460	93083	90074	341368
90619	149866	1010346	1477	Grand Totals, 1905	1410	88367	76996	246480

Table II—THE TRANS-ATLANTIC PASSENGER MOVEMENT, 1906.

Division of the passenger business by groups of lines.

Westbound					Eastbound			
I	II	III	Trips	BRITISH.	Trips	I	II	III
3650	11780	29830	52	Allan (Mont.-Liverpool)	52	2632	3729	7943
228	6639	6464	37	" (Mont.-Glasgow)	29	....	871	542
....	1432	4021	17	" (Mont.-London)	16	....	333	442
3	2120	4091	28	" (Boston-Glasgow)	26	....	611	231
376	1059	4555	23	" (Liverpool-Halifax) ...	16	231	72	129
5663	8329	26612	51	American (N. Y.-Southampton)	50	3872	3667	4952
....	4078	24838	38	" (Phil.-Liverpool) ..	40	....	2643	3988
2903	12406	23635	50	Anchor (N. Y.-Glasgow)	50	2595	5071	9191
3602	....	....	46	At. Transport (N. Y.-London).	45	3163	....	....
2917	6744	23815	43	C. P. Ry. Atl. Ser. (Mont.-L'p'l)	42	2479	3888	7578
				" " " (Mont.-L'd'n)	20	....	111	229
9104	13899	62298	68	Cunard (N. Y.-Liverpool)	70	8772	9028	18472
1734	4458	30897	25	" (Boston-Liverpool) ...	26	1656	2440	7792
743	7409	26882	40	Dominion (Mont.-Liverpool)..	39	506	2074	2038
....	1361	2905	56	Donaldson (Mont.-Glasgow) ..	44	....	358	62

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1062	....	....	43	Leyland (Boston-Liverpool) ..	42	729	....	....
394	....	3	36	" (N.O.-L'pool-London)	19	196	....	....
1416	2694	17281	32	Scand.-Am. (N. Y.-Scand.) ..	32	1108	1929	8344
11914	12947	49452	67	White Star (N. Y.-Liverpool)	65	9925	8265	17956
2651	2630	13507	23	" " (Bost.-Liverpool) .	25	1651	1235	4373
102	....	....	20	Wilson (N. Y.-Hull)	14	79	....	....
48462	99985	351086	795	Totals	762	39594	46325	94262

CONTINENTAL.

200	284	15410	36	Austro-Am. (N. Y.-Adriatic) .	27	55	54	1836
....	314	23148	35	C.P.Ry.At.Ser.(Antw'p-Mont.)				
*	*	50363	27	Cunard (N. Y.-Adriatic)	23	*	*	2865
5885	9015	62400	79	French (N. Y.-Havre)	63	5825	5437	11656
1448	1318	1491	6	Hamburg Exp. (N. Y.-H'burg)	6	1559	1227	1713
12046	14700	116461	83	" Reg. (" ")	75	10161	8972	27316
....	....	10623	15	" Union (H'b'g-N. Y.)	1	....	....	14
3868	10215	42988	45	Holland (N. Y.-Rotterdam) ..	45	3682	3962	15569
17	....	....	2	Leyland (N. O.-Havre-Ant'p)	5	51	....	....
10149	10435	21369	31	N. Ger. Lloyd, Ex. (N.Y.-B'm.)	31	8910	6649	22848
2647	13557	80565	64	" " Reg. (N. Y.-B'm.)	50	3279	5102	12535
....	3431	63951	56	" " (Balt.-Bremen) ..	41	....	1747	3169
25	....	450	1	" " (Charleston-B'm.)	1	1	....	....
....	767	7114	16	" " (Galv.-Bremen) ..	16	....	562	518
3556	9551	64620	58	Red Star (N. Y.-Antwerp) ..	49	3214	4541	19426
....	793	....	21	" " (Phil.-Ant'p-Bost.) .	23	....	801	....
....	233	2577	5	Russian E.Asiatic(N.Y.-Libau)				
25	....	5206	5	Russian Vol.Fleet(N.Y.-Libau)	4	8	12	799
39866	74613	568736	585	Totals	460	36745	39066	120264

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MEDITERRANEAN.

				American (N.Y.-Med. via Ch'b'g)	50	....	....	7749
261	....	25835	26	Anchor (N. Y.-Medit.)	22	105	....	6878
241	195	14254	35	Austro-Amer. (N.Y.-Med.-Adr.)	27	46	66	4199
84	130	6400	12	Co. Trasatlantica (N. Y.-Med.)	12	32	27	3160
1059	2451	....	27	*Cunard (N.Y.-Medit.-Adriat.)	24	2009	471	8674
210	....	31757	34	Fabre (N. Y.-Medit.)	23	272	....	12306
				French (N. Y.-Med. via Havre)	60	....	....	15966
1207	1757	24338	23	Hamburg (N. Y.-Medit.)	26	2645	250	6887
780	156	28938	24	La Veloce (N. Y.-Medit.)	19	486	73	6040
203	....	19958	14	Lloyd Italiano (N. Y.-Medit) ..	14	68	....	4053
19 357	997	38144	34	Navigazione (N. Y.-Medit.) ..	25	376	677	7344
92	....	2519	3	" (N. O.-Medit.) ..	3	33	....	782
2770	5570	47469	33	N. Ger. Lloyd (N. Y.-Medit.) .	33	3947	2134	13635
92	....	15942	16	Prince (N. Y.-Medit.)	16	17	....	5437
1104	2227	18733	16	White Star (Bost.-Medit.)	16	2699	414	7788
1286	2893	25480	15	" " (N. Y.-Medit.) ..	15	3165	451	10918
123	70	3492	12	Miscellaneous (N. Y.-Medit.) .	6	650	27	1734
9869	16446	303259	324	Totals	391	16550	4590	123550

MISCELLANEOUS.

171	134	115	12	Co. Trasatlantica (N. Y.-Spain)	12	145	93	349
150	....	2695	6	I.Nav.Co. (N.Y.-Azores, Lisbon)	6	49	....	421
....	....	4050	16	White Star (Bost.-Azores)	16	....	....	2303
20	....	1205	4	Miscel. (N. Y.-Azores)	12	....	....	219
321	134	8065	38	Totals	46	194	93	3292

*Cunard Line Medit.-Adriatic I and II Cabin not subdivided, totals show under head "Mediterranean."

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Table III.

ALLAN LINE.

Montreal (Summer); St. John, N. B. (Winter); Halifax (Winter)—Liverpool.

Montreal St. John Halifax Arrival	Westbound I	II	III	Steamer	Montreal St. John Halifax Departure	Eastbound I	II	III	
				Parisian	Jan. 1	32	57	111	
Jan. 1	13	25	276	Sicilian	" 9	7	52	71	1622
" 6	8	30	166	Pretorian	" 17	14	59	56	
" 16	16	33	222	Numidian	" 23	22	19	33	
" 25	15	93	222	Corinthian	" 30	9	39	76	
" 27	14	88	297	Parisian	Feb. 6	21	29	71	
Feb. 5	17	91	263	Sicilian	" 14	12	29	111	
" 11	18	98	280	Pretorian	" 20	8	16	58	
" 21	15	78	319	Numidian	" 27	14	10	46	
" 27	13	161	375	Corinthian	Mar. 6	2	13	48	
Mar. 3	72	349	1033	Tunisian	" 13	24	51	100	
" 14	16	217	538	Sicilian	" 20	6	33	71	
" 20	45	116	440	Pretorian	" 27	9	27	90	
" 24	..	368	425	Parisian	Apr. 3	13	31	77	
" 29	149	418	1011	Virginian	" 10	40	51	148	1623
Apr. 6	116	335	1119	Tunisian	" 17	29	49	81	
" 13	85	486	928	Victorian	" 24	81	69	137	
" 24	36	117	458	Pretorian	May 1	23	42	44	
" 29	..	354	390	Parisian	" 3	..	93	118	
May 4	126	464	1038	Virginian	" 11	97	102	162	
" 11	64	339	1071	Tunisian	" 18	38	79	129	
" 17	124	466	814	Victorian	" 25	120	141	467	
" 26	60	243	843	Ionian	June 1	60	87	94	
" 31	162	396	1044	Virginian	" 8	231	211	323	
June 8	65	343	1041	Tunisian	" 15	120	119	91	
" 14	67	418	888	Victorian	" 22	189	127	150	

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	"	23	34	192	911	Ionian	"	29	79	90	150
	"	28	143	360	1011	Virginian	July	5	253	223	239
	July	6	52	207	708	Tunisian	"	12	27	89	123
	"	13	121	327	711	Victorian	"	19	108	153	197
	"	20	21	88	344	Ionian	"	26	21	27	97
	"	26	156	323	660	Virginian	Aug.	3	97	135	199
	Aug.	2	81	309	644	Tunisian	"	10	27	50	107
	"	10	219	337	511	Victorian	"	17	82	89	227
	"	17	76	172	578	Ionian	"	24	18	42	74
	"	23	245	282	619	Virginian	"	31	162	118	163
	"	30	149	237	811	Tunisian	Sept.	7	53	67	119
	Sept.	7	227	378	703	Victorian	"	14	100	89	178
1625	"	14	88	183	371	Ionian	"	21	18	30	91
	"	21	245	307	581	Virginian	"	28	92	86	191
	"	28	73	313	460	Tunisian	Oct.	5	13	65	187
	Oct.	5	118	362	617	Victorian	"	12	35	86	217
	"	13	19	185	360	Ionian	"	19	6	36	116
	"	19	100	280	496	Virginian	"	26	33	79	305
	"	26	43	166	489	Tunisian	Nov.	2	14	58	184
	Nov.	3	42	185	430	Victorian	"	10	52	91	331
	"	11	14	90	297	Ionian	"	18	13	47	231
	"	16	39	103	377	Virginian	"	24	36	79	231
	"	25	..	54	212	Parisian	Dec.	1	..	32	120
	"	30	17	58	455	Tunisian	"	9	56	180	646
	Dec.	11	..	22	272	Laurentian	"	17	..	31	87
1626	"	15	12	103	435	Ionian	"	23	16	22	170
	"	29	..	31	266	Parisian					
	52 Trips		3650	11780	29830	Totals	52 Trips		2632	3729	7943

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Table IV.

ALLAN LINE.

Montreal—Glasgow.

Montreal Halifax Arrival	Westbound I	II	III	Steamer	Montreal Halifax Departure	Eastbound II	III	
Feb. 28	..	85	95	Mongolian				
Mar. 17	..	151	115	Siberian				
" 24	..	190	143	Sardinian				
" 27	..	217	364	Numidian				
Apr. 4	..	249	406	Mongolian				1628
May 2	..	246	440	Numidian	May 9	33	29	
" 10	..	276	444	Mongolian	" 16	10	1	
" 16	..	280	846	Corinthian	" 23	58	8	
" 22	..	259	317	Sicilian	" 30	28	29	
" 28	..	165	340	Pretorian	June 6	96	10	
June 6	..	255	265	Numidian	" 13	19	18	
" 13	..	271	448	Mongolian	" 20	34	16	
" 16	..	347	5	Carthaginian				
" 20	..	272	339	Corinthian	" 27	87	13	
" 26	..	246	151	Sicilian	July 4	30	11	
July 2	..	224	56	Pretorian	" 11	50	10	
" 9	..	214	117	Numidian	" 18	30	11	
" 16	..	160	136	Mongolian	" 26	15	29	
" 23	..	180	54	Corinthian	Aug. 3	35	23	1629
" 30	..	150	110	Sicilian	" 9	22	17	
Aug. 6	..	222	84	Pretorian	" 16	30	26	
" 13	17	88	63	Numidian	" 23	17	18	
" 21	10	93	143	Mongolian	" 30	29	13	
" 26	35	181	70	Corinthian	Sept. 7	41	20	
Sept. 4	37	185	146	Sicilian	" 13	31	21	
" 10	50	157	73	Pretorian	" 20	37	12	
" 19	32	188	65	Numidian	" 27	14	12	
" 25	18	105	86	Mongolian	Oct. 4	8	13	
Oct. 1	22	197	86	Corinthian	" 11	9	14	
" 9	7	136	51	Sicilian	" 18	15	23	
" 16	..	167	35	Pretorian	" 25	29	17	

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" 24	..	76	48	Numidian	Nov. 1	7	27
" 31	..	74	47	Mongolian	" 8	19	17
Nov. 5	..	130	80	Corinthian	" 16	17	19
" 13	..	80	62	Sicilian	" 23	21	65
Dec. 5	..	45	63	Numidian			
" 20	..	78	71	Corinthian			
37 Trips	228	6639	6464	Totals	29 Trips	871	542

Table V.

ALLAN LINE.

531 Montreal, Halifax—Havre, London.

Montreal Halifax Arrival	Westbound II	III	II	III	Steamer	Montreal Halifax Departure	Eastbound II	III	II	III
	Harve		London				Harve		London	
May 6	42	100	104	348	Sarmatian	May 12	12	6	2	1
" 22	64	102	58	279	Sardinian	" 26	29	5	16	2
" 31	41	193	89	283	Pomeranian	June 9	9	5	8	2
June 18	30	96	70	194	Sarmatian Carthaginian	" 23	34	5	14	2
July 2	37	95	38	89	Sardinian	July 7	19	2	12	2
" 15	52	169	35	81	Pomeranian	" 21	8	5	5	10
532 " 28	39	124	34	77	Carthaginian	Aug. 4	17	5	10	4
Aug. 12	31	65	35	126	Sardinian	" 18	16	4	9	2
" 23	33	36	32	72	Pomeranian	Sept. 1	17	6	8	6
Sept. 6	75	72	113	75	Carthaginian Sarmatian	" 15	14	5	5	..
" 24	52	53	62	113	Sardinian	" 29	15	15	5	..
Oct. 3	29	129	51	155	Pomeranian	Oct. 11	8	19	2	8
" 22	37	142	29	123	Sarmatian	" 27	11	44	..	1
Nov. 8	30	79	18	93	Sardinian	Nov. 15	10	77	..	..
" 14	16	84	12	93	Pomeranian	" 23	8	191	7	4
Dec. 1	8	71	7	51	Sarmatian	Dec. 15	..	..	3	4
" 24	20	86	9	73	Sardinian					
17 Trips	636	1696	796	2325	Totals	16 Trips	227	394	106	48

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Table VI.

ALLAN LINE.

Boston Glasgow.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound II	III	
				Carthaginian	Jan. 1	9	1	
Jan 6	..	18	83	Sardinian	" 14	8	..	
" 21	3	17	100	Mongolian	" 27	4	2	
Feb. 2	..	20	89	Siberian	Feb. 10	5	..	
" 15	..	31	110	Sardinian	" 22	2	3	1634
Mar. 2	..	27	97	Mongolian	Mar. 8	7	6	
" 19	..	28	163	Siberian	" 23	..	3	
" 26	..	23	78	Sardinian	" 30	..	1	
" 29	..	29	44	Numidian	Apr. 5	5	4	
Apr. 6	..	28	32	Mongolian	" 12	6	10	
" 14	..	16	157	Corinthian				
" 20	..	30	87	Sicilian	" 25	6	4	
May 11	..	76	346	Corean				
" 21	..	92	253	Laurentian	May 25	18	9	
June 6	..	140	436	Parisian	June 9	59	26	
" 18	..	78	165	Laurentian	" 22	109	20	
July 2	..	49	185	Parisian	Sept. 14	12	12	
" 17	..	41	141	Laurentian	" 20	36	12	1635
" 30	..	66	114	Parisian	Aug. 3	49	13	
Aug. 13	..	56	56	Laurentian	" 17	31	13	
" 26	..	238	109	Parisian	" 31	17	21	
Sept. 10	..	224	184	Laurentian	Sept 14	12	12	
" 23	..	295	177	Parisian	" 28	19	5	
Oct. 8	..	170	167	Laurentian	Oct. 12	16	11	
" 22	..	122	148	Parisian	" 26	3	8	
Nov. 7	..	79	123	Laurentian	Nov. 13	7	8	
" 21	..	52	109	Pretorian	Dec. 1	18	6	
Dec. 7	..	40	130	Numidian	" 15	25	11	
" 23	..	35	208	Corinthian				
28 Trips	3	2120	4091	Totals	26 Trips	611	231	

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Table VII.

ALLAN LINE.

LIVERPOOL, HALIFAX, PHILADELPHIA, ST. JOHNS, N. F.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
	Jan. 3	7	1	12	Buenos Ayrean				
	" 11	3	..	4	Laurentian				
1637	Mar. 19	2	152	438	Carthaginian				
	" 28	..	..	533	Corean				
	Apr. 13	1	98	360	Laurentian				
	" 30	21	154	538	Carthaginian	May 17	18	5	7
	May 11	27	126	530	Siberian	" 28	4	1	9
	" 25	2	68	236	City of Vienna	June 12	16	4	8
	June 7	25	44	124	City of Bombay	" 28	16	..	3
	" 20	34	50	246	Siberian	July 10	29	..	22
	July 4	33	34	103	City of Vienna	" 24	22	25	4
	" 23	5	50	124	City of Bombay	Aug. 7	44	6	7
	Aug. 7	1	34	242	Siberian	" 21	18	3	4
	" 15	43	21	101	City of Vienna	Sept. 4	5	10	..
	" 30	37	39	141	City of Bombay	" 18	18	1	3
1638	Sept. 14	37	31	142	Siberian	Oct. 3	23	2	8
	" 28	43	78	25	Corean	" 17	1	1	..
	Oct. 14	23	29	189	Carthaginian	Nov. 3	5	8	13
	Nov. 1	8	11	159	Siberian	" 16	5	1	12
	" 13	13	24	101	Corean	Dec. 1	1	2	23
	Dec. 1	10	4	54	Carthaginian				
	" 11	1	4	17	Mongolian	" 29	6	3	6
	" 20	..	7	136	Siberian				
	23 Trips	376	1059	4555	Totals	16 Trips	231	72	120

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Table VIII.

AMERICAN LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit., Etc.	III Ital.
Jan. 1	83	57	251	St. Louis	Jan. 6	46	54	84	103
" 6	38	55	199	Philadelphia	" 13	46	49	43	95
" 14	52	59	250	St. Paul	" 20	37	28	39	79
" 27	35	77	440	New York	Feb. 3	60	30	55	71
Feb. 3	69	53	329	St. Louis	" 10	62	41	30	115
" 10	43	81	340	Philadelphia	" 17	34	22	89	49
" 18	38	75	391	St. Paul	" 24	60	36	51	59
" 25	29	77	540	New York	Mar. 3	19	25	141	90
Mar. 4	70	96	462	St. Louis	" 10	75	38	55	151
" 11	78	124	628	Philadelphia	" 17	42	40	179	117
" 18	67	138	773	St. Paul	" 24	45	42	42	128
" 25	41	136	721	New York	" 31	48	38	62	188
" 31	54	224	807	St. Louis	Apr. 7	46	26	115	341
Apr. 7	61	241	711	Philadelphia	" 14	56	62	50	251
" 15	50	147	844	St. Paul.	" 21	60	94	50	225
" 21	41	126	667	New York	" 28	117	86	84	139
" 28	102	212	700	St. Louis	May 5	84	105	75	155
May 5	56	204	720	Philadelphia	" 12	95	77	88	138
" 13	69	181	731	St. Paul	" 19	90	107	73	106
" 19	68	164	577	New York	" 26	114	153	117	59
" 26	67	150	735	St. Louis	June 2	155	123	105	83
June 2	54	131	750	Philadelphia	" 9	109	161	136	120
" 9	87	147	429	St. Paul	" 16	243	188	101	164
" 17	75	189	561	New York	" 23	229	175	138	96
" 23	48	160	504	St. Louis	" 30	312	175	62	135
July 1	103	126	453	Philadelphia	July 7	197	181	97	188

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	" 8	115	138	322	St. Paul	" 15	120	176	97	168
	" 22	156	244	444	New York	" 28	93	152	110	56
	" 28	118	184	415	St. Louis	Aug. 4	146	76	112	130
	Aug. 4	169	156	363	Philadelphia	" 11	58	64	214	71
	" 11	157	238	470	St. Paul	" 18	69	58	71	149
	" 18	194	255	402	New York	" 25	78	56	62	149
	" 25	271	198	592	St. Louis	Sept. 1	32	53	94	109
	Sept. 1	290	264	538	Philadelphia	" 8	36	51	87	182
	" 8	347	204	613	St. Paul	" 15	35	51	72	137
	" 16	298	268	593	New York	" 22	48	55	96	198
	" 22	346	207	665	St. Louis	" 29	54	44	91	135
	" 29	279	284	541	Philadelphia	Oct. 6	32	37	71	271
1643	Oct. 6	250	285	551	St. Paul	" 13	35	52	49	192
	" 13	151	270	529	New York	" 20	53	42	82	147
	" 20	90	315	598	St. Louis	" 27	32	53	42	137
	" 27	74	247	548	Philadelphia	Nov. 3	42	38	84	179
	Nov. 4	73	222	595	St. Paul	" 10	50	46	99	177
	" 10	112	146	535	New York.	" 17	40	43	125	140
	" 17	104	194	546	St. Louis	" 24	57	38	125	204
	" 25	52	138	388	Philadelphia	Dec. 1	66	49	213	359
	Dec. 2	219	95	441	St. Paul	" 8	91	101	411	370
	" 9	60	86	361	New York	" 15	44	101	159	310
	" 16	91	91	448	St. Louis	" 22	29	44	165	197
	" 22	30	98	330	Philadelphia	" 29	51	31	60	137
	" 29	39	72	271	St. Paul					
1644										
	51 Trips	5663	8329	26612	Totals	50 Trips	3872	3667	4952	7749
										4952
									Total steerage,	12701

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Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

Phila. Arrival	Westbound II	III	Steamer	Phila. Departure	Eastbound II	III	
Jan. 9	35	523	Haverford	Jan. 13	22	45	
" 20	21	231	Noordland	" 23	8	40	
" 29	35	293	Merion	Feb. 3	28	79	
Feb. 12	49	467	Haverford	" 17	11	65	
" 26	31	246	Noordland	" 28	9	49	
Mar. 6	68	488	Merion	Mar. 10	19	78	1646
" 22	78	891	Haverford	" 25	51	80	
" 26	50	777	Friesland	" 31	24	80	
Apr. 9	147	1853	Merion	Apr. 14	111	90	
" 25	139	1857	Haverford	" 29	118	171	
" 30	84	870	Friesland	May 5	77	130	
			Westernland	" 15	53	68	
May 14	140	997	Merion	" 19	113	117	
			Noordland	" 26	148	63	
" 27	143	1347	Haverford	June 2	132	142	
June 3	112	658	Friesland	" 9	138	143	
" 11	77	798	Westernland	" 16	143	138	
" 18	134	507	Merion	" 23	137	161	
" 25	43	476	Noordland	" 30	128	102	
July 9	109	631	Friesland	July 14	142	171	1647
" 15	59	601	Westernland	" 21	153	121	
" 22	137	466	Merion	" 28	119	155	
" 29	93	387	Noordland	Aug. 4	76	105	
Aug. 13	179	741	Friesland	" 18	81	140	
" 19	122	372	Westernland	" 25	42	84	
" 25	125	495	Merion	Sept. 1	90	108	
Sept. 2	141	546	Noordland	" 8	28	86	
" 9	132	499	Haverford	" 15	56	104	
" 16	179	621	Friesland	" 22	50	83	
" 22	151	445	Westernland	" 29	15	100	

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" 30	119	637	Merion	Oct. 6	69	110
Oct. 7	156	488	Noordland	" 13	7	69
" 15	122	478	Haverford	" 20	36	85
" 21	196	421	Friesland	" 27	8	55
" 29	162	391	Westernland	Nov. 3	16	91
Nov. 5	138	477	Merion	" 10	72	88
" 22	137	915	Haverford	" 27	57	160
" 27	70	526	Noordland	Dec. 2	19	80
Dec. 11	80	601	Merion	" 15	16	83
" 26	85	821	Haverford	" 31	21	69
38 Trips	4078	24838	Totals	40 Trips	2643	3988

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Table X.

ANCHOR LINE.

NEW YORK—GLASGOW.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 4	1	36	122	Ethiopia	Jan. 10	3	18	51
" 9	5	38	135	Furnessia	" 17	4	15	109
" 22	15	107	214	Caledonia	" 27	14	62	121
" 30	7	31	190	Astoria	Feb. 3	29	19	66
Feb. 5	10	113	263	Columbia	" 10	11	29	127
1650 " 14	6	40	94	Ethiopia	" 17	6	20	58
" 22	7	106	266	Furnessia	" 27	6	24	75
" 28	4	76	204	Astoria	Mar. 3	11	33	120
Mar. 5	18	308	518	Caledonia	" 10	13	33	93
" 19	19	356	669	Columbia	" 24	14	54	242
" 26	..	150	704	Furnessia	" 31	6	25	127
" 31	34	505	833	Caledonia	Apr. 7	47	115	250
Apr. 13	..	282	667	Astoria	" 15	15	52	62
" 15	54	496	758	Columbia	" 21	61	94	305
" 24	..	424	744	Furnessia	" 28	39	53	100
" 29	67	518	856	Caledonia	May 5	118	179	314

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May	10	..	223	609	Ethiopia	" 14	24	77	99
"	13	33	432	772	Columbia	" 19	154	194	237
"	21	24	262	526	Furnessia	" 26	95	157	115
"	26	46	482	885	Caledonia	June 2	141	356	417
June	5	11	235	519	Astoria	" 9	65	162	91
"	10	40	330	708	Columbia	" 16	151	307	375
"	18	21	183	433	Furnessia	" 23	111	251	142
"	23	55	275	490	Caledonia	" 30	356	226	451
July	4	15	165	320	Astoria	July 7	116	184	160
"	8	62	276	610	Columbia	" 14	139	305	240
"	17	20	132	317	Furnessia	" 21	87	125	166
"	22	89	296	453	Caledonia	" 28	182	259	196
"	31	21	178	316	Astoria	Aug. 4	25	80	122
Aug.	5	162	323	458	Columbia	" 11	81	123	216
"	14	68	247	298	Furnessia	" 18	27	83	123
"	19	193	342	449	Caledonia	" 25	61	75	190
"	28	120	183	350	Astoria	Sept. 1	27	51	103
Sept.	2	321	233	706	Columbia	" 8	50	119	183
"	11	221	383	399	Furnessia	" 15	20	56	85
"	16	334	246	843	Caledonia	" 22	57	110	235
"	25	75	234	496	Astoria	" 29	17	46	104
"	30	180	358	810	Columbia	Oct. 6	41	74	218
Oct.	9	85	385	415	Furnessia	" 13	18	22	139
"	14	216	374	708	Caledonia	" 20	48	154	269
"	24	36	265	403	Astoria	" 27	10	36	70
"	29	55	496	517	Columbia	Nov. 3	16	80	329
Nov.	7	20	188	301	Furnessia	" 12	6	34	113
"	10	59	304	447	Caledonia	" 17	18	76	296
"	22	9	105	241	Astoria	" 26	4	26	99
"	25	14	208	418	Columbia	Dec. 1	19	72	611
Dec.	8	..	77	147	Ethiopia	" 12	..	..	133
"	11	32	225	435	Caledonia	" 15	25	254	308
"	19	6	50	260	Furnessia	" 19	2	39	137
"	24	13	125	339	Columbia	" 30	5	33	199
50 Trips		2903	12406	23635	Totals	50 Trips	2595	5071	9191

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Table XI.

ANCHOR LINE.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III
	Jan. 1	9	412	Calabria	Jan. 9	10	82
	" 14	15	484	Italia			
	Feb. 3	2	340	Perugia	Feb. 10	4	75
	" 23	4	1048	Algeria			
1655	Mar. 4	6	1230	Calabria			
	" 15	9	1413	Italia	Mar. 24	5	100
	Apr. 2	16	1271	Perugia	Apr. 7	3	70
	" 16	5	1033	Algeria			
	" 27	5	1295	Calabria	May 5	10	60
	May 10	12	1436	Italia	" 16	6	108
	" 26	11	1284	Perugia	June 2	6	73
	June 11	5	1050	Algeria	" 16	3	59
	" 22	6	1281	Calabria	" 30	11	186
	" 29	14	1220	Italia	July 7	12	264
	July 19	18	957	Perugia	" 28	4	215
	Aug. 4	4	921	Algeria	Aug. 11	..	127
	" 16	10	735	Calabria	" 22	..	335
1656	" 30	13	741	Italia	Sept. 5	8	372
	Sept. 14	16	954	Perugia	" 22	5	920
	Oct. 1	10	960	Algeria	Oct. 10	..	248
	" 7	11	1140	Calabria	" 17	..	250
	" 19	21	1460	Italia	" 27	..	667
	Nov. 5	10	1326	Perugia	Nov. 14	2	731
	Dec. 2	3	898	Algeria	Dec. 6	..	132
	" 10	13	583	Calabria	" 15	12	1009
	" 22	13	363	Italia	" 29	4	795
	26 Trips	261	25835	Totals	22 Trips	105	6878

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Table XII.

ATLANTIC TRANSPORT LINE.

New York—London.

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I	
Jan. 2	30	Minneapolis	Jan. 6	54	
" 7	45	Minnehaha	" 13	41	
Jan. 22	45	Minnetonka	Jan. 28	65	
Feb. 4	41	Minneapolis	Feb. 10	42	
" 25	49	Minnehaha	Mar. 3	50	1658
Mar. 6	20	Minneapolis	" 11	31	
" 12	56	Minnetonka	" 17	77	
" 22	18	Mesaba	" 25	46	
" 31	67	Minnehaha	Apr. 7	86	
Apr. 9	76	Minnetonka	" 14	82	
" 18	10	Mesaba	" 21	49	
" 21	58	Minneapolis	" 28	132	
" 30	61	Minnehaha	May 5	59	
May 7	78	Minnetonka	" 12	67	
" 16	30	Mesaba	" 19	59	
" 21	69	Minneapolis	" 26	109	
" 29	80	Minnehaha	June 2	152	
June 4	85	Minnetonka	" 9	154	1659
" 13	12	Mesaba	" 16	99	
" 18	80	Minneapolis	" 23	155	
" 26	65	Minnehaha	" 30	167	
July 2	132	Minnetonka	July 7	150	
" 11	24	Mesaba	" 14	95	
" 16	130	Minneapolis	" 21	134	
" 24	83	Minnehaha	" 28	135	
" 30	125	Minnetonka	Aug. 4	121	
Aug. 7	73	Mesaba	" 11	29	
" 13	134	Minneapolis	" 18	77	
" 20	135	Minnehaha	" 25	45	

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"	27	158	Minnetonka	Sept. 1	42
Sept.	4	92	Mesaba	" 8	27
"	10	167	Minneapolis	" 15	50
"	17	152	Minnehaha	" 22	36
"	24	164	Minnetonka	" 29	59
Oct.	2	86	Mesaba	Oct. 6	23
"	9	138	Minneapolis	" 13	50
"	16	117	Minnehaha	" 20	31
"	22	131	Minnetonka	" 27	26
Nov.	1	30	Mesaba	Nov. 3	44
"	12	121	Minneapolis	" 17	44
"	18	107	Minnehaha	" 24	41
1661 "	29	32	Mesaba	Dec. 2	12
Dec.	3	67	Minnetonka	" 9	54
"	15	58	Minneapolis	" 23	25
"	23	60	Minnehaha	" 30	37
"	30	11	Mesaba		
46 Trips		3602	Totals	45 Trips	3163

Table XIII.

AUSTRO-AMERICANA LINE.

NEW YORK—ADRIATIC PORTS.

1662 N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 2	1	8	406	Guilia				
" 4	..	..	149	Francesca	Jan. 9	..	..	58
" 8	..	12	209	Sofia Hohenberg	" 17	..	..	42
Jan. 31	8	..	504	Georgia	Feb. 6	..	..	38
Feb. 14	4	..	290	Erny				
" 28	..	2	402	Francesca	Mar. 6	..	1	47
Mar. 1	1	..	495	Gerty				
" 11	..	7	861	Sofia Hohenberg	" 17	..	1	52
" 20	..	2	427	Giulia	" 24	..	..	32
" 30	15	..	996	Georgia	Apr. 3	2	..	16

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Apr. 9	..	5	357	Dora					1663
" 17	2	40	1482	Francesca	" 23	4	..	50	
" 18	14	..	456	Erny					
May 2	..	..	512	Gerty					
" 4	7	12	723	Sofia Hohenberg	May 9	..	4	43	
" 15	..	3	247	Giulia	" 19	1	..	29	
" 23	6	..	634	Georgia	" 26	..	..	20	
June 6	7	14	801	Francesca	June 13	2	6	59	
" 21	5	9	272	Sofia Hohenberg	" 30	27	10	62	
" 27	3	..	37	Gerty	July 3	..	..	10	
July 5	3	8	260	Giulia	" 12	..	4	29	
" 19	11	..	142	Georgia	" 25	..	..	60	
" 24	2	9	352	Francesca	" 28	1	..	63	1664
Aug. 11	9	6	303	Sofia Hohenberg	Aug. 16	8	7	67	
" 20	8	..	60	Gerty	" 25	1	..	121	
" 28	14	18	128	Giulia	Sept. 5	..	1	109	
Sept. 8	5	26	409	Francesca	" 13	3	2	101	
" 23	7	..	..	Erny					
" 28	11	26	562	Sofia Hohenberg	Oct. 3	3	8	157	
Oct. 18	13	..	309	Gerty	" 24	1	..	92	
" 27	6	8	244	Giulia	" 31	..	..	129	
Nov. 1	3	27	371	Francesca	Nov. 8	..	2	80	
" 20	15	30	476	Sofia Hohenberg	" 24	1	8	178	
" 21	..	..	375	Erny					
Dec. 11	7	..	498	Gerty	Dec. 15	1	..	92	
" 30	12	12	661	Giulia					1665
36 Trips	200	284	15410	Totals	27 Trips	55	54	1836	

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Table XIII—Concluded.

AUSTRO-AMERICANA LINE.

New York—Italian Ports (Including Greeks).

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 2	..	..	158	Giulia				
	" 4	1	15	290	Francesca	Jan. 9	..	6	56
					Sofia Hohenberg	" 17	..	6	116
1667	" 31	4	..	158	Georgia	Feb. 6	2	..	25
	Feb. 28	..	24	489	Francesca	Mar. 6	..	..	13
	Mar. 11	1	10	453	Sofia Hohenberg	" 17	..	1	105
	" 20	2	11	584	Giulia	" 24	..	..	24
					Georgia	Apr. 3	..	..	17
	Apr. 9	18	..	..	Dora				
	" 17	18	..	..	Francesca				
	" 18	8	..	321	Erny				
	May 2	4	..	684	Gerty	May 5	..	..	7
	" 4	5	13	445	Sofia Hohenberg	" 9	6	..	28
	" 15	7	9	833	Giulia	" 19	7	..	20
	" 23	16	..	395	Georgia	" 26	..	..	77
	June 6	8	28	559	Francesca	June 13	18	7	93
1668	" 21	23	15	1148	Sofia Hohenberg	" 30	..	9	138
	" 27	21	..	216	Erny				
	" 27	5	..	1119	Gerty	July 3	..	..	10
	" 29	16	..	..	Virginia				
	July 5	4	..	632	Giulia	" 12	..	2	117
	" 7	6	..	162	Dora				
	" 19	11	..	130	Georgia	" 25	..	..	35
	" 24	1	..	155	Francesca	" 28	1	9	229
	Aug. 11	6	24	620	Sofia Hohenberg	Aug. 16	..	15	83
					Gerty	" 25	..	..	211
	" 28	1	5	149	Giulia	Sept. 5	1	5	50
	Sept. 8	..	17	260	Francesca	" 13	1	2	270
	" 23	..	..	282	Erny				

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" 28	..	..	603	Sofia Hohenberg	Oct. 3	..	..	300
Oct. 18	..	..	616	Gerty	" 24	5	..	175
" 18	8	..	..	Carolina				
" 27	..	7	594	Giulia	" 31	..	4	305
Nov. 1	..	17	790	Francesca	Nov. 8	..	..	538
" 20	..	..	806	Sofia Hohenberg	" 24	..	..	883
Dec. 11	5	..	350	Gerty	Dec. 15	5	..	274
" 18	42	..	..	Dora				
" 30	..	..	253	Giulia				
35 Trips	241	195	14254	Totals	27 Trips	46	66	4199

Table XIV.

1670

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

Montreal (Summer)
St. John, N. B. (Winter)

Liverpool

Montreal St. John Arrival	Westbound I	II	III	Steamer	Montreal St. John Departure	Eastbound I	II	III
Jan. 2	23	29	168	Lake Manitoba	Jan. 8	37	20	62
" 14	19	49	94	Lake Champlain	" 20	14	25	45
" 26	7	69	177	Lake Erie	Feb. 3	13	11	50
Feb. 9	36	80	235	Lake Manitoba	" 17	22	13	45
" 24	23	72	482	Lake Champlain	Mar. 3	24	23	171
Mar. 11	29	75	947	Lake Erie	" 17	17	3	104
" 24	93	155	1106	Lake Manitoba	" 31	35	25	80
Apr. 6	35	81	1097	Lake Champlain	Apr. 14	11	8	51
" 21	31	70	1061	Lake Erie	" 28	27	29	45
May 6	85	143	1128	Lake Manitoba	May 10	60	72	90
" 12	157	473	809	Empress of Britain	" 19	189	183	180
" 19	..	129	947	Lake Champlain	" 24	..	105	63
" 26	..	122	954	Lake Erie	" 31	..	105	45
June 10	39	136	1198	Lake Manitoba	June 14	82	123	90

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	" 16	109	397	727	Empress of Britain	" 23	330	260	185
	" 23	..	112	659	Lake Champlain	" 30	..	117	90
	July 2	..	88	296	Lake Erie	July 7	..	105	74
	" 7	119	342	797	Empress of Ireland	" 12	191	185	141
	" 16	25	126	457	Lake Manitoba	" 21	38	60	131
	" 19	90	219	593	Empress of Britain	" 26	177	118	193
	" 29	..	100	282	Lake Champlain	Aug. 4	..	85	78
	Aug. 2	202	240	538	Empress of Ireland	" 9	145	127	223
	" 12	..	118	799	Lake Erie	" 18	..	80	113
	" 17	247	324	819	Empress of Britain	" 24	145	156	208
	" 26	57	116	555	Lake Manitoba	Sept. 1	18	30	69
	" 31	299	324	832	Empress of Ireland	" 7	116	134	175
1673	Sept. 8	..	102	336	Lake Champlain	" 15	..	54	87
	" 14	276	332	635	Empress of Britain	" 21	134	115	190
	" 23	..	115	364	Lake Erie	" 29	..	72	92
	" 28	260	341	611	Empress of Ireland	Oct. 5	73	107	201
	Oct. 7	45	128	334	Lake Manitoba	" 13	32	31	149
	" 12	167	329	584	Empress of Britain	" 19	108	126	242
	" 22	..	118	216	Lake Champlain	" 27	..	52	135
	" 26	123	253	494	Empress of Ireland	Nov. 2	85	115	292
	Nov. 7	..	111	303	Lake Erie	" 11	..	36	160
	" 10	115	212	522	Empress of Britain	" 16	74	174	484
	" 19	28	111	152	Lake Manitoba	" 26	33	80	528
	" 23	52	92	324	Empress of Ireland	" 30	63	130	624
	Dec. 5	..	62	198	Lake Champlain	Dec. 9	..	122	397
1674	" 8	47	101	375	Empress of Britain	" 14	123	335	844
	" 17	..	38	152	Lake Erie	" 23	..	44	155
	" 21	65	81	324	Empress of Ireland	" 28	63	93	197
	" 30	14	29	134	Lake Manitoba				
	43 Trips	2917	6744	23815	Totals	42 Trips	2479	3888	7578

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Table XV.

CANADIAN PACIFIC RAILWAY ATLANTIC S. S. SERVICE.

Antwerp (Westbound) — Montreal (Summer) St. John, N. B. (Winter) — London (Eastbound)

Montreal St. John Arrival	Westbound II	Westbound III	Steamer	Montreal St. John Departure	Eastbound II	Eastbound III
Jan. 11	..	236	Lake Michigan	Jan. 17	..	23
" 25	..	153	Montezuma			
Feb. 5	..	192	Mount Temple	Feb. 13	3	25
" 21	..	220	Montreal			
Mar. 6	..	520	Lake Michigan	Mar. 13	..	25
" 23	..	880	Montezuma			
" 31	58	1278	Montrose	Apr. 7	6	..
Apr. 1	1	1884	Mount Temple	" 10	3	43
" 7	..	1479	Montreal			
" 22	..	2149	Lake Michigan	" 30	..	6
May 11	..	1967	Montezuma			
" 16	53	1475	Montrose	May 22	20	..
" 22	..	1376	Mount Temple	" 30	7	13
" 27	..	1391	Montreal			
June 19	..	1672	Lake Michigan	June 26	..	10
" 26	48	631	Montrose	July 3	30	..
July 4	..	491	Montezuma			
" 9	..	355	Montreal			
" 23	..	536	Mount Temple	" 29	1	7
" 29	..	288	Lake Michigan	Aug. 5	..	12
Aug. 9	22	252	Montrose	" 15	17	..
" 19	5	512	Montreal			
" 27	..	144	Montezuma			
Sept. 3	..	344	Mount Temple	Sept. 12	8	6
" 12	..	226	Lake Michigan	" 17	..	18
" 27	59	450	Montrose	Oct. 5	8	..
" 30	..	172	Montreal			
Oct. 8	..	68	Montezuma			

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" 22	..	257	Mount Temple	" 29	2	6
Nov. 2	1	191	Lake Michigan	Nov. 11	..	13
" 15	67	422	Montrose	" 24	6	18
" 17	..	88	Montreal			
" 30	..	310	Montezuma			
Dec. 12	..	305	Mount Temple	Dec. 20	..	4
" 26	..	234	Lake Michigan			
35 Trips	314	23148	Totals	20 Trips	111	229

Table XVI.

1679

COMPANIA TRASATLANTICA DE BARCELONA.

NEW YORK—ITALIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Montserrat	Jan. 5	2	..	128
Jan. 11	..	8	292	Montevideo	Feb. 5	..	..	51
Feb. 10	2	14	272	Manuel Calvo	Mar. 6	4	..	75
Mar. 14	2	19	933	Antonio Lopez	Apr. 8	2	2	91
Apr. 13	15	18	1039	Manuel Calvo	May 6	..	1	86
May 11	6	1	876	Buenos Aires	June 5	..	4	144
1680 June 10	13	19	847	Montevideo	July 6	7	4	293
July 11	16	20	323	Montserrat	Aug. 5	1	4	501
Aug. 10	15	25	362	Antonio Lopez	Sept. 5	12	3	322
Sept. 11	1	..	361	Manuel Calvo	Oct. 7	1	3	260
Oct. 11	4	2	464	Buenos Aires	Nov. 5	2	4	800
Nov. 10	8	1	431	Montevideo	Dec. 6	1	2	409
Dec. 11	2	3	200	Montserrat				
	84	130	6400	Totals—Italian Ports		32	27	3160
	171	134	115	Totals—Spanish Ports		145	93	349
12 Trips	255	264	6515	Grand Totals	12 Trips	177	120	3509

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Table XVII.

CUNARD LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Campania	Jan. 6	90	112	242	
Jan. 8	143	156	621	Carmania	" 13	194	118	199	
" 14	63	77	291	Lucania	" 20	71	59	140	
" 21	30	71	286	Umbria	" 27	58	65	200	
				Pannonia	Feb. 2	8	23	87	
" 27	59	80	558	Campania	" 3	123	99	182	1682
Feb. 3	217	243	679	Carmania	" 10	211	108	210	
" 9	78	134	360	Lucania	" 17	95	57	120	
" 18	34	82	590	Umbria	" 24	37	37	109	
" 24	84	140	757	Campania	Mar. 3	78	48	152	
Mar. 4	196	279	1001	Carmania	" 10	222	151	209	
" 10	101	153	871	Lucania	" 17	94	83	196	
" 18	46	123	818	Umbria	" 24	35	42	112	
" 23	91	202	836	Campania	" 31	157	71	245	
" 31	39	182	773	Etruria	Apr. 7	29	55	201	
Apr. 4	208	313	2258	Carmania	" 10	215	151	390	
" 6	105	219	811	Lucania	" 14	102	99	262	
" 14	23	144	765	Umbria	" 21	28	66	127	
" 18	114	301	2322	Caronia	" 24	243	180	324	1683
" 21	85	172	825	Campania	" 28	128	109	263	
" 28	32	138	751	Etruria	May 5	53	120	185	
May 2	169	311	2187	Carmania	" 8	205	220	523	
" 4	68	187	703	Lucania	" 12	105	198	277	
" 12	31	132	799	Umbria	" 19	48	121	166	
" 16	134	253	1797	Caronia	" 22	247	201	663	
" 19	70	112	833	Campania	" 26	160	172	428	
" 26	22	138	797	Etruria	June 2	136	160	174	
" 30	164	328	1689	Carmania	" 5	284	209	1030	
June 2	58	143	885	Lucania	" 9	199	295	492	
" 10	35	81	779	Umbria	" 16	147	252	182	
" 12	158	172	1228	Caronia	" 19	307	228	384	
" 16	69	125	575	Campania	" 23	187	305	356	

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					Ultonia	"	26	..	47	43
	"	23	37	107	819	Etruria	"	30	301	201	111
	"	27	188	296	1254	Carmania	July	3	296	221	638
	"	30	89	193	879	Lucania	"	7	284	290	475
	July	8	30	126	797	Umbria	"	14	86	174	156
	"	11	139	213	862	Caronia	"	17	271	218	341
	"	13	115	202	827	Campania	"	21	208	244	344
	"	21	41	123	799	Etruria	"	28	66	126	130
	"	24	186	285	893	Carmania	"	31	226	248	282
	"	27	111	241	617	Lucania	Aug.	4	103	168	253
	Aug.	4	61	188	760	Umbria	"	11	27	90	156
	"	7	238	254	1106	Caronia	"	14	114	148	213
1685	"	10	175	299	654	Campania	"	18	100	132	177
	"	18	105	336	352	Etruria	"	25	29	76	133
	"	21	299	229	1785	Carmania	"	28	164	143	198
	"	24	231	340	668	Lucania	Sep.	1	85	102	222
	Sept.	1	388	215	..	Umbria	"	8	32	53	120
	"	4	296	248	2060	Caronia	"	11	130	122	195
	"	8	394	307	649	Campania	"	15	125	89	197
	"	15	363	259	..	Etruria	"	22	23	43	125
	"	19	301.	229	2280	Carmania	"	25	182	144	180
	"	21	361	315	677	Lucania	"	29	91	81	180
	"	29	171	337	366	Umbria	Oct.	6	27	56	150
	Oct.	2	297	227	2292	Caronia	"	9	147	115	194
	"	5	158	326	707	Campania	"	13	82	72	170
1686	"	13	71	337	518	Etruria	"	20	12	45	100
	"	16	255	272	1232	Carmania	"	23	134	125	216
	"	19	77	343	695	Lucania	"	27	56	63	153
	"	28	29	233	658	Umbria	Nov.	3	25	42	121
	"	31	178	284	938	Caronia	"	6	126	206	205
	Nov.	3	99	206	716	Campania	"	10	117	64	217
	"	10	259	222	1199	Carmania	"	17	174	145	343
	"	16	103	149	724	Lucania	"	24	83	67	366
	"	25	148	231	861	Caronia	Dec.	1	233	180	833
	Dec.	1	115	131	884	Campania	"	8	149	173	817
	"	9	18	63	771	Etruria	"	15	57	172	445
	"	15	102	123	845	Lucania	"	22	72	86	310
	"	23	32	91	327	Umbria	"	29	40	43	133
	"	30	118	128	1382	Caronia					
	68 Trips		9104	13899	62298	Totals	70 Trips		8772	9028	18472

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Table XVIII.

CUNARD LINE.

New York—Mediterranean—Adriatic.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Ital.	
				Caronia	Jan. 9	290	..	147	237	
Jan. 2	21	104	2153	Carpathia	" 16	84	20	89	147	
" 24	10	66	1591	Slavonia						
" 29	14	58	1062	Pannonia						
Feb. 10	21	40	2260	Caronia	Feb. 27	332	..	..	116	1688
" 26	32	96	2136	Carpathia	Mar. 6	116	..	125	47	
Mar. 15	..	66	1985	Ultonia	" 20	..	18	74	102	
" 26	14	77	2038	Slavonia	Apr. 3	72	..	89	57	
Apr. 1	26	63	1850	Pannonia	" 10	59	27	106	95	
" 16	60	169	2199	Carpathia	" 24	172	..	152	92	
May 1	..	104	2046	Ultonia	May 8	..	50	51	97	
" 13	34	78	2097	Slavonia	" 22	68	32	106	112	
" 20	30	82	2121	Pannonia	" 29	86	..	58	108	
June 5	71	177	2254	Carpathia	June 12	179	..	171	82	
" 24	..	113	1631	Ultonia						
July 3	39	78	1331	Slavonia	July 10	125	..	123	150	
" 9	26	76	960	Pannonia	" 17	63	41	105	191	
" 23	33	191	1508	Carpathia	" 31	48	50	151	387	1689
Aug. 21	27	83	1669	Slavonia	Aug. 28	31	36	169	404	
" 29	113	..	1039	Pannonia	Sept. 11	5	31	101	219	
Sept. 9	210	..	2253	Carpathia	" 25	62	47	190	611	
" 22	..	107	2065	Ultonia	Oct. 2	..	4	37	233	
Oct. 9	43	78	2094	Slavonia	" 16	44	9	152	374	
" 22	64	93	2023	Pannonia	" 30	41	25	138	578	
Nov. 14	..	107	1638	Ultonia	Nov. 20	..	20	127	1461	
" 6	89	185	2238	Carpathia	" 27	99	48	180	1949	
" 29	37	75	2088	Slavonia	Dec. 4	33	13	224	825	
Dec. 13	45	85	2034	Pannonia						
27 Trips	1059	2451	50363	Totals	24 Trips	2009	471	2865	8674	
									2865	
								Total steerage,	11539	

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TRANS-ATLANTIC PASSENGER MOVEMENT, 1906.

Table XIX.

CUNARD LINE.

BOSTON—LIVERPOOL.

	Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
					Saxonia	Jan 2	55	28	147
	Jan. 19	30	75	266	Ivernia	" 23	40	27	126
	Feb. 1	24	78	371	Saxonia	Feb. 6	38	36	133
1691	" 15	32	67	404	Ivernia	" 20	26	27	123
	Mar. 2	15	62	603	Saxonia	Mar. 6	28	37	186
	" 16	36	125	1501	Ivernia	" 20	42	29	202
	" 29	42	215	2021	Saxonia	Apr. 3	34	68	238
	Apr. 12	30	279	1979	Ivernia	" 17	92	72	205
	" 26	57	273	1915	Saxonia	May 1	125	152	348
	May 11	54	181	1781	Ivernia	" 15	72	169	680
	" 24	54	170	1861	Saxonia	" 29	94	241	998
	June 7	68	160	1459	Ivernia	June 12	145	239	513
	" 21	69	214	937	Saxonia	" 26	191	211	636
	July 5	54	170	997	Ivernia	July 10	131	235	347
	" 19	58	171	955	Saxonia	" 24	102	159	323
	Aug. 2	104	226	886	Ivernia	Aug. 7	64	125	293
1692	" 16	129	195	1024	Saxonia	" 21	52	75	229
	" 30	171	242	1964	Ivernia	Sept. 4	73	62	226
	Sept. 13	187	223	1706	Saxonia	" 18	45	64	189
	" 26	191	245	1873	Ivernia	Oct. 2	62	67	220
	Oct. 11	111	262	1460	Saxonia	" 16	37	71	267
	" 24	52	282	1124	Ivernia	" 30	29	33	156
	Nov. 8	36	244	865	Saxonia	Nov. 13	22	54	199
	" 22	51	112	907	Ivernia	" 27	18	52	332
	Dec. 6	29	97	1169	Saxonia	Dec. 11	25	85	384
	" 20	50	90	869	Ivernia	" 25	14	22	92
	25 Trips	1734	4458	30897	Totals	26 Trips	1656	2440	7792

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TRANS-ATLANTIC PASSENGER MOVEMENT,
1906.

Table XX.

DOMINION LINE,

MONTREAL (SUMMER)
PORTLAND (WINTER) LIVERPOOL.

Montreal Portland Arrival	Westbound I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III	
Jan. 8	24	37	298	Dominion	Jan. 13	7	6	15	
Feb. 11	6	62	270	Dominion	Feb. 17	9	4	9	1694
" 25	..	130	405	Southwark	Mar. 3	..	11	11	
Mar. 15	..	262	933	Kensington	" 18	..	6	13	
" 20	21	270	800	Dominion	" 24	9	6	11	
Apr. 1	..	245	1082	Southwark	Apr. 7	..	24	12	
" 7	44	432	932	Canada	" 14	16	10	21	
" 16	..	265	912	Kensington	" 21	..	54	18	
May 1	41	286	863	Dominion	May 5	37	58	51	
" 7	..	260	1033	Southwark	" 12	..	110	37	
" 13	41	426	1110	Canada	" 19	60	23	54	
" 21	..	269	904	Kensington	" 26	..	57	42	
" 25	..	228	603	Ottawa	June 2	..	128	43	
June 4	29	276	790	Dominion	" 9	47	65	84	
" 10	..	249	1430	Southwark	" 16	..	179	39	1695
" 16	50	146	1240	Canada	" 23	100	58	74	
" 18	..	184	930	Kensington	" 30	..	231	30	
" 29	..	108	660	Ottawa	July 7	..	167	74	
July 9	26	140	648	Dominion	" 14	38	49	51	
" 15	..	75	950	Southwark	" 21	..	107	23	
" 20	47	125	916	Canada	" 28	38	26	58	
" 29	..	202	700	Kensington	Aug. 4	..	59	49	
Aug. 3	..	140	240	Ottawa	" 11	..	62	72	
" 11	50	130	840	Dominion	" 18	10	15	27	
" 18	..	222	211	Southwark	" 25	..	76	52	
" 24	134	260	559	Canada	Sept. 1	33	41	52	

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	Sept. 3	..	275	601	Kensington	" 8	..	29	66
	" 6	..	216	398	Ottawa	" 15	..	103	34
	" 16	87	166	368	Dominion	" 22	14	34	64
	" 23	..	206	333	Southwark	" 29	..	49	35
	" 29	79	221	510	Canada	Oct. 6	23	31	88
	Oct. 8	..	179	513	Kensington	" 14	..	30	85
	" 12	..	118	382	Ottawa	" 20	..	34	119
	" 22	12	127	500	Dominion	" 27	19	20	63
	" 29	..	70	454	Southwark	Nov. 3	..	30	96
	Nov. 4	30	204	380	Canada	" 10	25	21	180
	" 17	..	75	540	Kensington				
	" 21	2	41	379	Dominion	" 24	4	7	30
1697	Dec. 3	15	58	750	Canada	Dec. 8	12	40	130
	" 24	5	24	515	Dominion	" 29	5	14	26
	40 Trips	743	7409	26882	Totals	39 Trips	506	2074	2038

Table XXI.

DONALDSON LINE.

Montreal, St. John, N. B.—Glasgow.

St. John Montreal Arrival	Westbound II	III	Steamer	St. John Montreal Departure	Eastbound II	III
Jan. 4	1	..	Alcides	Jan. 14	2	..
1698 " 9	26	35	Athenia	" 21	8	..
" 26	11	..	Tritonia	Feb. 3	6	..
" 30	8	..	Salacia			
Feb. 10	2	..	Alcides	" 17	2	..
" 16	2	..	Kastalia	" 24	2	..
" 21	80	107	Athenia	Mar. 3	6	..
Mar. 2	2	..	Concordia			
" 11	11	..	Tritonia	" 17	9	..
" 15	8	..	Salacia			
" 29	13	..	Kastalia			
Apr. 2	95	365	Athenia	Apr. 12	5	..

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" 2	6	..	Alcides
" 13	5	..	Concordia
" 28	9	..	Marina
" 29	4	..	Orthia
May 5	2	..	Salacia
" 10	103	349	Athenia
" 17	3	..	Tritonia
" 20	5	..	Kastalia
" 23	11	..	Lakonia
" 30	9	..	Parthenia
June 7	10	..	Marina
" 13	103	365	Athenia
" 22	7	..	Salacia
" 27	9	..	Lakonia
July 6	12	..	Parthenia
			Tritonia
" 12	10	..	Marina
" 19	109	319	Athenia
" 24	4	1	Salacia
Aug. 1	6	..	Lakonia
" 8	10	..	Parthenia
" 16	9	..	Marina
" 17	3	..	Alcides
" 19	2	..	Tritonia
" 21	121	272	Athenia
" 26	11	..	Kastalia
" 30	3	..	Salacia
Sept. 5	12	..	Lakonia
" 12	10	..	Parthenia
" 23	8	..	Marina
" 24	12	..	Tritonia
" 25	115	269	Athenia
Oct. 2	106	177	Cassandra
" 11	4	..	Lakonia
" 18	6	..	Parthenia
" 26	8	..	Marina
May 4	5	..	
" 10	2	..	
" 17	17	..	
" 24	2	..	
" 31	4	..	
June 7	5	..	
" 14	6	..	
" 21	43	6	

1700

" 28	7	..	
July 5	10	..	
" 12	6	..	
" 15	2	..	
" 19	7	..	
" 26	35	8	
Aug. 2	5	..	
" 9	1	..	
" 16	5	..	
" 23	9	..	
" 21	1	..	
" 30	15	3	

1701

Sept. 6	2	..	
" 13	2	..	
" 20	7	..	
" 27	9	..	
" 28	2	..	
Oct. 4	15	8	
" 11	16	..	
" 18	2	..	
" 25	3	..	

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"	31	58	146	Athenia	Nov. 8	14	11
Nov.	7	72	267	Cassandra	" 16	24	9
"	13	1	..	Salacia			
"	16	6	..	Lakonia	" 24	4	..
"	21	1	..	Alcides	Dec. 4	1	2
"	28	7	..	Parthenia	" 9	6	..
Dec.	7	7	..	Marina	" 16	7	..
"	13	75	233	Cassandra	" 23	17	15
"	25	8	..	Lakonia			
56 Trips		1361	2905	Totals	44 Trips	358	62

1703

Table XXII.

FABRE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 1	6	523	Madonna	Jan. 6	19	431
" 19	..	427	Massilia			
" 29	..	586	Roma	Feb. 7	4	99
Feb. 16	..	827	Madonna	" 24	11	184
" 27	2	1313	Germania	Mar. 7	1	88
Mar. 17	..	861	Massilia			
" 22	2	1309	Roma	" 28	1	219
1704 " 24	..	571	Neustria			
Apr. 4	..	1636	Madonna	Apr. 11	5	90
" 10	6	1430	Germania	" 18	6	208
" 25	12	1314	Roma	" 28	4	166
May 8	..	882	Massilia			
" 15	9	1591	Madonna	May 23	25	288
" 21	3	680	Neustria			
" 23	1	1406	Germania	" 30	3	144
" 28	5	1317	Roma	June 6	23	235
June 9	..	1045	Gallia			
" 29	..	1292	Germania	July 4	35	347
July 3	6	1137	Madonna	" 11	49	381

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"	13	..	445	Massilia			
"	19	8	823	Roma	" 25	19	631
Aug.	4	..	281	Gallia			
"	13	2	976	Germania	Aug. 18	5	998
"	22	30	650	Madonna	" 29	15	809
Sept.	5	38	1107	Roma	Sept. 12	9	482
"	17	..	623	Massilia			
"	25	25	971	Germania	Oct. 3	6	475
Oct.	6	..	383	Gallia			
"	10	17	1112	Madonna	" 17	12	652
"	23	19	1275	Roma	" 31	8	1181
Nov.	6	..	222	Massilia			
"	15	6	1393	Germania	Nov. 21	3	1328
"	27	2	676	Madonna	Dec. 1	6	1617
Dec.	5	11	673	Roma	" 9	3	1253
34 Trips		210	31757	Totals	23 Trips	272	12306

1706

Table XXIII.

FRENCH LINE.

New York —Havre.

1707

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Ital.
Jan. 1	45	48	460	La Touraine	Jan. 5	48	32	131	204
" 7	22	41	317	La Gascogne	" 11	11	48	76	93
" 14	70	81	822	La Savoie	" 18	78	59	158	192
" 21	33	68	441	La Bretagne	" 26	27	39	114	98
" 27	40	77	971	La Touraine	Feb. 1	65	37	157	140
Feb. 4	28	55	538	La Gascogna	" 8	24	58	65	133
" 10	63	109	808	La Savoie	" 15	85	57	128	171
" 18	16	83	889	La Bretagne	" 22	26	50	91	105
" 24	39	101	933	La Touraine	Mar. 1	61	69	137	172
" 26	..	..	176	St. Laurent					
Mar. 4	15	81	1179	La Gascogne	" 8	29	49	92	103

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	"	10	105	197	758	La. Lorraine	"	15	132	66	235	173
	"	13	..	..	336	Hudson						
	"	20	16	206	973	La Champagne	"	22	36	75	165	107
	"	24	58	226	748	La Savoie	"	29	176	88	386	324
	"	31	41	162	950	La Touraine	Apr.	5	72	70	275	590
	Apr.	5	..	2	601	St. Laurent						
	"	7	87	251	695	La Lorraine	"	12	103	72	196	425
	"	9	..	..	1522	La Gascogne	"	14	..	29	28	15
	"	15	23	201	951	La Champagne	"	19	42	70	119	238
	"	16	..	1	1454	La Bretagne	"	21	..	148	44	..
	"	21	48	161	822	La Savoie	"	26	212	146	258	296
	"	26	..	..	665	Hudson						
709	"	27	80	146	858	La Provence	May	3	289	75	253	295
	May	5	74	179	747	La Lorraine	"	10	181	87	196	219
	"	7	..	..	1514	La Gascogne	"	12	..	65	21	20
	"	12	45	168	774	La Touraine	"	17	128	87	162	192
	"	16	..	..	1426	La Bretagne	"	21	..	120	19	20
	"	18	71	187	792	La Savoie	"	24	197	118	290	212
	"	23	..	..	647	St. Laurent						
	"	25	137	142	842	La Provence	"	31	263	90	299	250
	June	2	60	124	803	La Lorraine	June	7	196	151	242	250
	"	8	..	..	662	Hudson						
	"	9	39	125	759	La Touraine	"	14	145	129	265	215
	"	16	70	163	803	La Savoie	"	21	270	136	246	320
	"	22	161	122	749	La Provence	"	28	336	134	287	305
710	"	25	..	27	493	La Gascogne	"	30	..	274	60	16
	"	30	89	137	718	La Lorraine	July	5	293	132	243	270
	July	6	..	..	66	St. Laurent						
	"	7	73	120	908	La Touraine	"	12	126	112	195	254
	"	15	43	123	857	La Bretagne	"	19	110	192	137	234
	"	20	201	124	898	La Provence	"	26	304	137	312	430
	"	20	..	..	43	Hudson						
	"	27	85	138	785	La Lorraine	Aug.	2	134	128	254	305
	Aug.	5	64	120	1031	La Gascogne	"	9	46	91	120	185
	"	12	55	123	993	La Bretagne	"	16	35	96	176	160
	"	16	..	..	243	St. Laurent						
	"	18	116	134	851	La Touraine	"	23	43	78	254	288

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	"	25	251	173	690	La Savoie	"	30	66	115	315	255	
	"	31	..	..	576	Hudson							
	"	31	335	158	822	La Provence	Sept.	6	164	142	298	385	
	Sept.	7	325	123	700	La Lorraine	"	13	41	77	195	293	
	"	10	..	357	950	La Bretagne	"	15	..	53	54	24	
	"	15	233	94	778	La Touraine	"	20	29	47	234	300	
	"	24	311	118	689	La Savoie	"	27	53	77	214	345	
	"	23	..	338	1084	La Gascogne	"	29	..	45	42	4	
	"	28	347	146	856	La Provence	Oct.	4	133	72	300	350	
	Oct.	4	..	..	590	St. Laurent							
	"	5	241	150	691	La Lorraine	"	11	63	77	152	285	
	"	7	..	318	998	La Bretagne	"	13	..	46	65	..	
	"	13	96	203	773	La Touraine	"	18	32	48	223	245	1712
	"	19	..	..	600	Hudson							
	"	20	140	216	685	La Savoie	"	25	73	63	192	285	
	"	22	..	183	1221	La Gascogne	"	27	..	46	48	..	
	"	26	255	205	865	La Provence	Nov.	1	150	114	362	395	
	Nov.	3	105	272	700	La Lorraine	"	8	43	50	266	415	
	"	5	1	..	1450	La Bretagne	"	10	..	60	54	305	
	"	10	100	193	768	La Touraine	"	15	55	46	267	305	
	"	15	..	..	485	St. Laurent							
	"	16	126	227	674	La Savoie	"	22	60	55	269	535	
	"	19	2	1	1065	La Gascogne	"	24	..	40	74	491	
	"	23	196	221	838	La Provence	"	29	183	145	256	615	
	Dec.	1	197	218	688	La Lorraine	Dec.	6	94	109	309	535	
	"	3	..	..	664	Hudson							1713
	"	9	42	141	1054	La Bretagne	"	13	21	83	141	855	
	"	15	68	83	977	La Touraine	"	20	42	58	245	410	
	"	21	192	195	833	La Provence	"	27	200	75	195	315	
	"	28	..	..	598	St. Laurent							
	"	29	90	129	767	La Lorraine							
79 Trips			5885	9015	62400	Totals	63 Trips		5825	5437	11656	15966	
												11656	
												Total steerage,	27622

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Table XXIV.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 25	152	116	259	Deutschland				
				Deutschland	Mar. 15	182	108	303
Apr. 26	149	128	257	Deutschland	Apr. 28	342	323	262
May 24	148	199	261	Deutschland	May 31	401	307	319
1715 June 21	164	181	195	Deutschland	June 28	449	345	305
Sept. 13	462	344	244	Deutschland	Sept. 20	97	67	308
Oct. 10	373	350	275	Deutschland	Oct. 18	88	77	216
6 Trips	1448	1318	1491	Totals	6 Trips	1559	1227	1713

Table XXV.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
1716				Graf Waldersee	Jan. 6	36	47	252
Jan. 5	56	87	1531	Pennsylvania	" 13	28	45	98
" 13	279	230	847	Amerika	" 20	331	142	565
" 15	..	..	905	Batavia				
" 24	79	160	1137	Moltke				
" 24	..	6	568	Bulgaria	" 29	..	..	193
" 29	..	17	514	Patricia	Feb. 4	9	29	140
Feb. 2	19	95	821	Pretoria	" 10	22	49	110
" 6	65	189	1637	Bluecher	" 15	123	65	438
" 12	..	..	1068	Armenia				
" 15	19	135	1468	Graf Waldersee	" 24	22	36	116
" 20	275	255	1940	Amerika	Mar. 1	311	119	645

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Mar. 2	43	167	2777	Pennsylvania	" 10	46	66	142	
" 10	43	178	2675	Patricia	" 17	24	38	191	
" 14	95	223	1561	Bluecher	" 22	135	86	861	
" 24	45	165	2765	Pretoria	" 31	83	74	103	
" 31	396	253	2042	Amerika	Apr. 7	407	184	1060	
" 28	50	169	2540	Graf Waldersee	" 10	56	82	134	
Apr. 4	..	..	1116	Armenia					
" 7	..	141	844	Rugia	" 14	14	..	90	
" 15	103	173	1650	Bluecher	" 19	212	190	793	
" 12	91	173	2733	Pennsylvania	" 21	126	178	260	
" 21	..	80	2399	Batavia	" 28	..	148	134	
" 26	..	..	572	Prinz Eitel Friedrich					
" 27	29	131	2559	Patricia	May 5	127	212	193	1718
" 28	..	..	581	Christiania					
May 6	350	246	1875	Amerika	" 10	414	249	914	
" 5	46	127	530	Pretoria	" 12	76	230	69	
" 14	92	229	1409	Bluecher	" 17	207	239	581	
" 12	35	208	1158	Graf Waldersee	" 19	161	211	168	
" 19	249	241	1707	K. Auguste Victoria	" 24	500	268	705	
				Bulgaria	" 26	..	..	93	
" 25	38	227	1974	Pennsylvania	June 2	160	239	236	
June 3	350	240	1966	Amerika	" 7	450	249	1061	
" 2	..	105	1629	Batavia	" 9	..	260	92	
" 10	106	141	1301	Bleucher	" 14	239	230	430	
" 9	39	167	1246	Patricia	" 16	185	216	176	
" 17	288	124	882	K. Auguste Victoria	" 21	572	286	781	1719
				Oceana	" 23	206	..	..	
" 16	23	84	761	Pretoria	" 23	175	207	128	
" 22	55	160	523	Graf Waldersee	" 30	186	213	237	
" 30	357	269	1297	Amerika	July 5	444	246	1257	
July 2	..	..	616	Bulgaria	" 7	..	..	136	
" 6	60	210	853	Pennsylvania	" 14	161	241	214	
" 14	293	278	1016	K. Auguste Victoria	" 19	556	285	887	
" 14	..	120	734	Batavia	" 21	..	175	83	
" 20	85	157	677	Patricia	" 28	120	127	167	
" 28	377	232	1165	Amerika	Aug. 2	432	214	878	
" 27	29	237	1636	Pretoria	" 4	50	59	80	

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	Aug.	5	217	224	1045	Bleucher	"	9	90	89	363
	"	3	44	223	642	Graf Waldersee	"	11	63	70	132
	"	11	506	281	1088	K. Auguste Victoria	"	16	287	247	795
	"	11	..	..	456	Bulgaria	"	18	..	..	65
	"	16	168	236	575	Pennsylvania	"	25	51	93	177
	"	25	425	260	1805	Amerika	"	30	261	209	842
	"	24	..	338	1269	Batavia	Sept.	1	..	45	55
	"	30	200	222	722	Patricia	"	8	29	63	125
	Sept.	2	233	234	814	Bleucher	"	6	70	97	533
	"	8	588	286	1824	K. Auguste Victoria	"	13	131	126	550
	"	6	198	231	800	Pretoria	"	15	39	62	68
	"	13	190	227	1017	Graf Waldersee	"	22	28	79	176
1721	"	14	352	..	..	Oceana					
	"	19	173	149	1028	Hamburg					
	"	22	441	253	1894	Amerika	"	27	189	154	611
	"	30	233	227	1292	Bleucher	Oct.	4	68	86	437
	"	26	179	249	1412	Pennsylvania	"	6	29	53	97
	Oct.	6	576	291	1689	K. Auguste Victoria	"	11	201	135	521
	"	4	..	332	743	Batavia	"	13	..	24	48
	"	12	175	230	1015	Patricia	"	20	16	41	106
	"	20	398	259	1944	Amerika	"	25	153	131	608
	"	18	143	220	1819	Pretoria	"	27	7	26	50
	"	28	152	245	1322	Bleucher	Nov.	1	112	56	352
	"	25	126	236	1081	Graf Waldersee	"	3	54	44	202
	Nov.	3	477	293	1923	K. Auguste Victoria	"	8	247	83	677
1722	"	9	..	..	1098	Armenia					
	"	9	65	252	1838	Pennsylvania	"	17	52	54	224
	"	17	405	259	1941	Amerika	"	22	221	119	874
	"	15	..	312	2363	Batavia	"	24	..	30	120
	"	23	78	228	1888	Patricia	Dec.	1	44	88	320
	Dec.	1	31	159	2421	Pretoria	"	8	25	82	349
	"	8	300	247	1837	K. Auguste Victoria	"	13	186	216	1294
	"	7	41	158	2457	Graf Waldersee	"	15	2	9	128
	"	11	52	115	1554	Bleucher	"	22	62	78	415
	"	22	41	143	2107	Pennsylvania	"	29	38	49	201
	"	22	280	224	1923	Amerika					
	"	31	..	28	1600	Batavia					
	83 Trips		12046	14700	116461	Totals	75 Trips		10161	8972	27316

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Table XXVI.

HAMBURG-AMERICAN LINE.

NEW YORK—MEDITERRANEAN

N. Y. Arrival	Westbound I	II	III	Steamer	N.Y. Departure	Eastbound I	II	III	
				Hamburg	Jan. 6	203	..	128	
Jan. 11	24	..	170	Prinz Oskar	" 15	42	..	120	
				Moltke	" 30	351	..	..	
" 29	17	..	402	Prinz Adalbert	Feb. 3	19	..	114	
				Deutschland	" 6	425	..	402	
Feb. 14	5	61	784	Hamburg	" 17	161	..	63	1724
Mar. 5	17	..	1102	Prinz Oskar	Mar. 8	26	..	83	
" 6	130	292	261	Deutschland					
" 17	19	..	1096	Prinz Adalbert	" 22	51	..	129	
				Prinzessin V. Luise	Apr. 5	57	..	..	
" 31	..	1	2507	Bulgaria	" 8	..	..	57	
Apr. 16	77	..	1105	Prinz Oskar	" 20	33	..	158	
" 17	140	244	1147	Moltke	" 26	270	..	82	
May 2	54	..	1111	Prinz Adalbert	May 9	47	..	108	
" 15	..	..	2440	Bulgaria					
June 2	32	..	1124	Prinz Oskar	June 5	57	..	156	
" 1	58	166	1262	Moltke	" 12	270	..	139	
" 17	20	..	1068	Prinz Adalbert	" 20	70	..	205	
July 14	23	..	1039	Prinz Oskar	July 17	55	..	424	1725
" 16	31	188	858	Moltke	" 24	55	83	393	
Aug. 5	17	..	670	Prinz Adalbert	Aug. 8	16	..	459	
Sept. 4	147	105	1251	Moltke	Sept. 11	41	42	298	
				Oceana	" 20	23	..	4	
" 24	76	..	635	Prinz Adalbert	" 27	5	..	392	
				Hamburg	Oct. 4	58	17	418	
Oct. 15	147	217	1036	Moltke	" 23	97	29	478	
Nov. 8	51	146	1095	Hamburg	Nov. 15	125	42	1034	
" 30	58	189	1040	Moltke	Dec. 4	88	37	1043	
Dec. 21	64	148	1135	Hamburg					
23 Trips	1207	1757	24338	Totals	26 Trips	2645	250	6887	

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Table XXVII.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

N. Y. Arrival	Westbound III	Steamer	N. Y. Departure	Eastbound III
Mar. 16	845	Pallanza		
" 25	1131	Barcelona		
" 28	780	Albano		
" 29	1281	Pisa		
May 4	218	Pallanza		
1727 " 21	1102	Barcelona		
" 30	726	Albano		
June 28	480	Pallanza		
July 12	455	Barcelona		
Sept. 2	159	Barcelona		
" 5	183	Albano		
" 18	555	Pisa	Sept. 29	14
Dec 6	842	Pallanza		
" 20	1117	Barcelona		
" 21	749	Albano		
15 Trips	10623		Totals 1 Trip	14

1728 Table XXVIII

HOLLAND—AMERICAN LINE

NEW YORK—ROTTERDAM.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Noordam	Jan. 3	13	25	219
Jan. 3	23	113	622	Statendam	" 10	17	23	177
" 24	31	140	852	Rotterdam	" 31	32	27	311
" 29	20	161	586	Noordam	Feb. 7	31	38	266
Feb. 13	19	211	1366	Statendam	" 21	34	32	285
" 21	14	156	865	Ryndam	" 28	26	24	186
" 27	5	146	974	Rotterdam	Mar. 7	7	33	362
Mar. 7	23	242	1170	Noordam	" 14	45	43	485

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1729	" 21	19	217	1890	Statendam	" 28	49	83	519
	" 27	29	229	1907	Ryndam	Apr. 4	40	56	1117
	Apr. 3	20	245	1746	Potsdam	" 11	22	53	290
	" 10	48	230	1983	Noordam	" 18	58	118	530
	" 16	52	254	1986	New Amsterdam	" 25	223	260	661
	" 24	14	160	693	Statendam	May 2	62	101	523
	May 1	31	133	434	Ryndam	" 9	110	111	330
	" 9	33	207	1225	Potsdam	" 16	116	131	462
	" 15	39	219	1781	Noordam	" 23	140	118	285
	" 21	82	327	1985	New Amsterdam	" 30	301	244	476
	" 29	20	207	1872	Statendam	June 6	152	136	369
	June 5	28	235	1783	Ryndam	" 13	224	144	342
1730	" 12	24	165	984	Potsdam	" 20	231	195	357
	" 19	49	192	776	Noordam	" 27	226	191	316
	" 25	84	315	1270	New Amsterdam	July 4	341	247	536
	July 3	19	198	1183	Statendam	" 11	146	111	426
	" 9	41	223	1140	Ryndam	" 18	202	186	296
	" 23	62	243	1537	Potsdam	Aug. 1	121	110	408
	" 31	74	245	815	Noordam	" 8	70	77	318
	Aug. 6	173	314	635	New Amsterdam	" 15	132	106	391
	" 13	66	181	703	Statendam	" 22	32	40	490
	" 20	200	263	630	Ryndam	" 28	29	93	382
	" 28	226	211	845	Potsdam	Sept. 5	33	76	305
	Sept. 3	240	302	710	Noordam	" 12	37	49	176
	" 10	348	406	904	New Amsterdam	" 19	61	68	246
1731	" 17	204	249	627	Statendam	" 26	15	43	152
	" 24	228	277	441	Ryndam	Oct. 3	41	75	174
	Oct. 1	210	211	384	Potsdam	" 10	34	42	107
	" 8	188	300	183	Noordam	" 17	28	30	224
	" 15	299	414	328	New Amsterdam	" 24	27	70	249
	" 23	86	173	222	Statendam	" 31	3	46	147
	" 30	108	268	353	Ryndam	Nov. 7	37	33	86
	Nov. 7	40	233	425	Potsdam	" 14	35	39	203
	" 12	78	229	473	Noordam	" 21	6	30	99
	" 19	154	214	420	New Amsterdam	" 28	60	83	494
	" 27	22	162	344	Statendam	Dec. 5	21	62	525
	Dec. 11	61	217	483	Ryndam	" 19	12	60	267
	" 26	34	178	453	Potsdam				
	45 Trips	3868	10215	42988	Totals	45 Trips	3682	3963	15560

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Table XXIX.

INSULAR NAVIGATION COMPANY

NEW YORK, NEW BEDFORD, MASS.—AZORES, LISBON.

New York New Bedford Arrival	Westbound I	III	Steamer	New York New Bedford Departure	Eastbound I	III
Mar. 19	28	600	*Peninsular	Mar. 27	1	34
May 7	29	564	§Peninsular	May 16	14	99
1733 June 28	23	373	§Peninsular	July 7	10	44
Aug. 14	25	410	§Peninsular	Aug. 29	12	101
Oct. 12	40	600	§Peninsular	Oct. 21	9	106
Dec. 6	5	148	*Peninsular	Dec. 13	3	37
6 Trips	150	2655	Totals	6 Trips	49	421

*Arrived at and sailed from New York.
§ Arrived at and sailed from New Bedford, Mass.

Table XXX

LA VELOCE.

1734 NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 13	1	58	1043	Brasile	Jan. 20	4	25	310
Feb. 1	39	..	447	Nord America	Feb. 7	20	..	131
" 24	32	40	1032	Brasile	" 26	6	14	94
Mar. 7	..	..	1384	Citta di Napoli	Mar. 10	..	..	143
" 15	59	..	1283	Nord America	" 21	25	..	103
" 28	..	..	1298	Città di Milano				
Apr. 3	..	..	1294	Città di Torino				

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" 5	37	58	966	Italia	Apr. 7	38	34	100	1735
" 16	..	..	1251	Città di Genova					
" 19	..	..	1281	Città di Napoli	" 25	..	..	126	
May 3	89	..	1272	Nord America	May 5	85	..	89	
" 14	..	..	1323	Città di Milano					
" 28	..	..	1300	Città di Torino	" 31	30	..	94	
June 7	29	..	1085	Città di Genova					
" 9	..	..	1328	Città di Napoli	June 13	..	..	201	
" 11	91	..	1284	Nord America	" 27	90	..	425	
" 28	..	..	1342	Città di Milano	July 3	35	..	98	
July 15	42	..	1153	Città di Torino	" 21	48	..	344	
Aug. 9	90	..	1370	Nord America	Aug. 15	23	..	846	1736
Sept. 4	84	..	1052	Città di Milano	Sept. 8	11	..	255	
" 26	85	..	1331	Nord America	Oct. 3	36	..	441	
Oct. 17	..	..	1257	Città di Napoli	" 22	..	..	418	
Nov. 10	102	..	1289	Nord America	Nov. 17	35	..	1143	
Dec. 4	..	..	1273	Città di Napoli	Dec. 7	..	..	679	
24 Trips	780	156	28938	Totals	19 Trips	486	73	6040	

Table XXXI

LEYLAND LINE

BOSTON—LIVERPOOL.

Boston Westbound Arrival	I	Steamer	Boston Eastbound Departure	I	1737
		Winifredian	Jan. 4	5	
		Cestrian	" 10	1	
Jan. 10	7	Devonian	" 17	11	
" 23	6	Canadian			
" 24	7	Bohemian	" 31	7	
" 29	7	Winifredian	Feb. 7	4	
Feb. 7	1	Cestrian			
" 16	4	Devonian	" 22	3	
" 26	9	Bohemian			

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	Mar. 6	5	Winifredian	Mar. 14	11
	" 16	7	Cestrian	" 21	2
	" 27	12	Bohemian	" 30	24
	Apr. 10	38	Winifredian	Apr. 18	20
	" 18	2	Cestrian	" 25	2
	" 23	8	Devonian	May 2	21
	May 1	6	Bohemian	" 9	9
	" 9	3	Canadian	" 16	11
	" 21	3	Winifredian	" 30	15
	" 28	19	Devonian	June 6	62
	June 5	24	Bohemian	" 13	82
	" 12	11	Canadian	" 20	65
1739	" 24	11	Winifredian	" 27	120
	" 29	8	Cestrian	July 4	52
	July 10	26	Bohemian	" 18	20
	" 17	14	Canadian	" 25	8
	" 31	19	Cestrian	Aug. 8	14
	Aug. 13	67	Winifredian	" 22	10
	" 21	57	Canadian	" 29	1
	Sept. 1	79	Bohemian	Sept. 6	14
	" 4	57	Cestrian	" 12	6
	" 10	116	Devonian	" 19	21
	" 18	113	Winifredian	" 26	19
	" 25	80	Canadian	Oct. 3	2
	Oct. 2	85	Bohemian	" 10	20
1740	" 9	25	Cestrian	" 17	2
	" 16	45	Devonian	" 24	7
	" 22	12	Winifredian	" 31	10
	" 31	6	Canadian	Nov. 7	12
	Nov. 7	6	Bohemian	" 14	3
	" 13	8	Cestrian	" 21	1
	" 20	14	Devonian	" 28	8
	" 27	21	Winifredian	Dec. 5	8
	Dec. 6	5	Canadian	" 12	1
	" 12	3	Bohemian	" 19	2
	" 23	6	Devonian	" 29	13
	43 Trips	1062	Totals	42 Trips	729

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Table XXXII.

LEYLAND LINE.

NEW ORLEANS—LIVERPOOL, LONDON, BREMEN, ANTWERP, HAVRE

N. O. Arrival	Westbound I	III	Steamer	N. O. Departure	Eastbound I	
Jan. 23	2		*Louisianian			
			Atlantian‡	Jan. 28	3	
			Antillian*	Feb. 7	5	
" 31	13		*Californian†	" 13	1	
Feb. 9	1		†Colonian‡	" 20	3	1742
" 16	14		*Darien*	Mar. 1	1	
" 21	6		†Asian			
" 26	2		*Floridian*	" 2	2	
Mar. 24	2		*Atlantian*	Apr. 4	5	
Apr. 4	26		*Cuban			
			Californian†	" 24	5	
			Colonian‡	" 25	4	
" 17	11		*Wm. Cliff*	" 20	14	
" 19	8		*Oxonian			
" 25	2		*Antillian*	May 4	11	
May 2	17		*Floridian*	" 11	15	
" 3	27		*Darien*	" 8	13	
			Asian†	" 20	29	
" 25	10		*Nicaraguan*	" 31	14	1743
" 26	16		*Atlantian‡	June 13	35	
June 3	12	3	*Mexican			
" 11	8		†Etonian			
" 12	6		†Kingstonian			
			Colonian†	" 20	45	
" 19	6		*Oxonian			
" 15	8		†Californian*	July 8	15	
July 12	8		*Antillian*	" 31	2	
Aug. 14	8		*Indian			
" 13	4		†Colonian†	Aug. 25	12	

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	" 16	7		**Kingstonian		
	Sept. 6	31		*Atlantian§	Sept. 22	6
	Oct. 5	19		*Asian		
	" 6	4		*Floridian		
	" 8	28		†Colonian		
	" 10	10		**Etonian		
	" 21	16		*Antillian		
	" 31	13		*Mexican		
	Nov. 12	3		*Alexandrian		
	" 14	20		*Jamaican		
	" 17	7		*Louisianian*	Nov. 21	4
	" 26	11		*Kingstonian		
1745	" 29	1		*Darien		
				Californian*	" 25	2
	Dec. 5	18		*Wm. Cliff		
	" 12	6		†Colonian†	Dec. 24	1
	38 Trips	411	3	Totals	24 Trips	247

*Liverpool. †London. ‡Havre. §Bremen.
**Antwerp.

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Table XXXIII.

LLOYD ITALIANO.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Feb. 21	13	1487	Indiana	Feb. 28	4	135
Mar. 22	12	1442	Florida	Mar. 27	..	113
Apr. 12	15	1513	Indiana	Apr. 17	..	154
" 21	12	1567	Luisiana	" 28	3	109
May 5	11	1443	Florida	May 9	6	112
" 22	18	1524	Indiana	" 26	4	161
June 5	14	1550	Luisiana	June 9	6	169
" 13	10	1450	Florida	" 21	7	325
July 6	16	1164	Indiana	July 12	11	270
Aug. 1	11	1086	Luisiana	Aug. 9	12	330
Sept. 1	15	1395	Indiana	Sept. 6	5	225
" 22	13	1309	Luisiana	" 26	3	358
Oct. 23	22	1560	Virginia	Oct. 27	5	256
Nov. 26	21	1468	Florida	Dec. 1	2	1336
14 Trips	203	19958	Totals	14 Trips	68	4053

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Table XXXIV 1749

NAVIGAZONE GENERALE ITALIANA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 10	9	23	935	Liguria	Jan. 13	13	27	197
" 23	4	50	648	Sicilia	" 27	10	10	236
Feb. 7	2	32	596	Lombardia	Feb. 14	10	16	150
" 28	27	..	916	Liguria	Mar. 5	2	11	160
Mar. 1	..	..	909	Italia				

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	"	7	9	37	1011	Sicilia	" 14	14	34	135
	"	17	..	..	1296	Il Piemonte				
	"	23	..	13	725	Vincenzo Florio	" 28	..	..	25
	"	26	7	46	909	Lombardia	" 31	10	20	199
	Apr.	8	..	55	1978	Lazio				
	"	13	15	39	1127	Liguria	Apr. 18	12	25	153
	"	18	..	..	1267	Ravenna				
	"	23	20	58	1017	Sicilia	May 2	42	56	196
	"	26	..	..	716	Marco Minghetti				
	May	6	..	..	1265	Il Piemonte				
	"	10	10	46	927	Lombardia	" 16	31	42	157
	"	18	..	..	1774	Italia				
1751	"	29	..	59	1987	Lazio	June 2	..	39	73
	"	28	17	33	1147	Liguria	" 6	43	..	154
	June	12	15	56	1027	Sicilia	" 20	59	45	188
	"	18	..	..	1324	Il Piemonte				
	"	27	..	..	1508	Italia				
	"	28	9	47	958	Lombardia	July 2	44	55	304
	July	12	..	56	1704	Saunio	" 17	..	38	234
	"	28	..	38	947	Lazio	Aug. 8	..	40	297
	Aug.	9	..	..	697	Italia	" 18	..	..	524
	"	14	32	58	1076	Sicilia	" 22	27	47	288
	"	24	..	48	798	Sannio	" 20	..	12	194
	Sept.	6	36	71	958	Lombardia	Sept. 12	5	38	259
	Oct.	5	59	59	1071	Sicilia	Oct. 10	28	62	692
1752	"	6	..	..	1173	Italia	" 13	..	..	323
	"	20	49	30	1156	Liguria	" 24	18	36	684
	Dec.	1	37	43	1162	Liguria	Dec. 5	8	24	938
	"	1	..	..	1435	Italia	" 6	..	..	584
	34 Trips		357	997	38144	Totals	25 Trips	376	677	7344

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Table XXXV.

NAVIGAZIONE GENERALE ITALIANA.

New Orleans—Mediterranean.

N. O. Arrival	Westbound I	III	Steamer	N. O. Departure	Eastbound I	III
Jan. 24	12	804	Vincenzo Florio	Jan. 31	1	369
May 12	30	602	Vincenzo Florio	May 20	27	317
Oct. 4	50	1113	Lazio	Oct. 16	5	96
3 Trips	92	2519	Totals	3 Trips	33	782

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Table XXXVI.

NORTH GERMAN LLOYD.

Express Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				K. Wm. Der Grosse	Jan. 4	253	152	631
Jan. 17	258	301	739	Kaiser Wilhelm II	" 23	245	130	622
" 31	186	218	703	K. Wm. Der Grosse	Feb. 6	255	154	755
Feb. 13	244	371	725	Kaiser Wilhelm II	" 20	327	182	749
" 28	190	387	696	K. Wm. Der Grosse	Mar. 6	210	161	826
Mar. 21	289	412	745	Kaiser Wilhelm II	" 27	411	225	879
Apr. 4	305	375	667	Kronprinz Wilhelm	Apr. 10	264	159	741
" 11	201	300	724	K. Wm. Der Grosse	" 17	272	233	713
" 20	307	256	763	Kaiser Wilhelm II	" 24	491	351	901
May 2	277	299	664	Kronprinz Wilhelm	May 8	374	209	795
" 9	182	318	585	K. Wm. Der Grosse	" 15	359	318	759
" 16	332	419	781	Kaiser Wilhelm II	" 22	514	344	852
" 30	231	314	680	Kronprinz Wilhelm	June 5	353	288	774
June 7	217	308	589	K. Wm. Der Grosse	" 12	410	282	646

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	" 13	287	336	740	Kaiser Wilhelm II	" 19	553	338	914
	" 27	215	248	666	Kronprinz Wilhelm	July 3	403	334	766
	July 3	314	306	586	K. Wm. Der Grosse	" 10	369	288	666
	" 10	337	402	711	Kaiser Wilhelm II	" 17	326	313	814
	" 24	269	295	678	Kronprinz Wilhelm	" 31	304	256	871
	Aug. 1	400	358	583	K. Wm. Der Grosse	Aug. 7	213	213	674
	" 14	535	359	808	Kaiser Wilhelm II	" 21	225	212	852
	" 28	411	348	692	Kronprinz Wilhelm	Sept. 4	135	180	848
	Sept. 5	426	370	588	K. Wm. Der Grosse	" 11	170	116	662
	" 11	614	373	774	Kaiser Wilhelm II	" 18	151	150	781
	" 25	409	354	672	Kronprinz Wilhelm	Oct. 2	142	190	705
	Oct. 2	427	320	589	K. Wm. Der Grosse	" 9	123	119	492
1757	" 10	559	377	776	Kaiser Wilhelm II	" 16	198	148	597
	" 24	331	357	685	Kronprinz Wilhelm	" 27	153	102	428
	" 31	264	377	598	K. Wm. Der Grosse	Nov. 6	183	117	613
	Nov. 13	468	407	766	Kaiser Wilhelm II	" 20	267	135	743
	Dec. 11	291	275	658	Kronprinz Wilhelm	Dec. 15	257	250	779
	" 22	373	295	738	Kaiser Wilhelm II				
	31 Trips	10149	10435	21369	Totals	31 Trips	8910	6649	22848

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Table XXXVII.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Rhein	Jan. 4	..	11	29	
Jan. 5	..	97	967	Brandenburg	" 11	..	32	104	
" 15	..	65	811	Hannover					
" 19	..	100	508	Neckar	" 25	..	25	89	
" 26	..	143	721	Main					1760
Feb. 1	9	149	746	Koenigin Luise					
" 5	..	13	706	Rhein	Feb. 8	..	29	105	
" 8	..	89	872	Cassel	" 15	..	37	67	
" 15	13	138	1434	Barbarossa					
" 24	..	110	1390	Breslau	Mar. 1	..	29	46	
" 28	..	7	957	Wuerzburg					
Mar. 3	..	143	1425	Chemnitz	" 8	..	24	350	
" 10	..	225	2110	Main					
" 16	..	103	1874	Gneisenau	" 18	..	..	41	
" 22	29	314	1829	Grosser Kurfuerst	" 29	122	96	597	
" 23	..	66	1358	Trave	" 27	..	9	658	
" 30	..	240	1905	Rhein					
Apr. 5	..	17	987	Wuerzburg	Apr. 7	..	5	44	1761
" 6	..	66	1719	Chemnitz	" 12	..	36	214	
" 12	..	107	1867	Seydlitz	" 19	..	49	170	
" 17	..	21	1043	Gneisenau					
" 22	..	201	2450	Main	" 26	..	257	199	
" 26	31	283	1410	Grosser Kurfuerst	May 1	232	266	609	
				Barbarossa	" 10	161	213	189	
May 5	..	99	1255	Cassel	" 12	..	30	22	
" 12	..	308	2334	Rhein	" 17	..	217	267	
" 17	25	213	1592	Prinzess Alice	" 24	179	162	288	
" 23	44	313	1462	Friedrich der Grosse	" 29	212	282	339	
" 29	..	49	841	Main					
" 31	48	369	1396	Grosser Kurfuert	June 7	287	344	301	

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	June 3	..	27	1411	Trave	" 12	..	35	222
	" 7	25	238	1579	Barbarossa	" 14	212	269	171
	" 13	38	184	1383	Bremen	" 21	278	278	211
	" 20	40	215	807	Prinzess Alice	" 26	184	160	405
	" 27	58	275	1024	Friedrich der Grosse	July 5	208	280	448
	July 3	71	250	888	Grosser Kurfuerst	" 12	282	267	450
	" 12	65	172	785	Barbarossa	" 19	204	179	162
	" 18	84	267	659	Bremen	" 24	176	206	534
	" 24	65	300	878	Prinzess Alice	Aug. 2	82	81	116
	Aug. 2	41	240	734	Friederich der Grosse	" 9	58	96	188
	" 7	135	402	664	Grosser Kurfuerst	" 14	73	114	426
	" 15	152	316	719	Barbarossa	" 23	70	72	357
1763	" 21	261	371	889	Bremen	" 28	52	102	298
	" 30	..	511	823	Main	Sept. 6	..	67	160
	Sept. 5	218	322	1267	Friedrich der Grosse	" 13	15	34	101
	" 11	284	454	1110	Grosser Kurfuerst	" 15	55	67	65
	" 20	221	324	1079	Barbarossa	" 25	36	95	285
	" 26	..	464	814	Neckar				
	Oct. 2	273	396	1295	Bremen	Oct. 11	20	52	145
	" 9	..	397	522	Main				
	" 10	212	292	976	Friedrich der Grosse	" 18	27	83	281
	" 19	..	173	1392	Chemnitz	" 25	..	35	84
	" 25	..	486	1309	Rhein				
					Trave	Nov. 1	..	20	162
	Nov. 3	..	153	1378	Brandenburg	" 8	..	16	99
1764	" 8	79	427	1288	Bremen	" 13	16	73	407
	" 12	..	309	1181	Neckar				
	" 14	106	304	1289	Friedrich der Grosse	" 22	15	41	172
	" 20	..	35	1617	Oldenburg				
	" 23	..	213	2261	Main	" 27	..	51	272
	" 30	..	126	1519	Chemnitz				
	Dec. 2	..	44	1344	Trave	Dec. 6	..	87	916
	" 9	..	301	1872	Rhein	" 12	..	28	212
	" 7	..	218	1269	Yorck	" 18	..	19	238
	" 15	..	58	1537	Hannover				
	" 20	20	173	1399	Freidrich der Grosse	" 27	23	42	220
	" 28	..	72	1635	Cassel				
	64 Trips	2647	13557	80565	Totals	50 Trips	3279	5102	12535

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Table XXXVIII.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Koenig Albert	Jan. 13	146	32	185	
Jan. 25	61	145	1213	Prinzess Irene	" 27	160	34	166	
				Koenigin Luise	Feb. 3	132	24	111	
Feb. 14	38	128	959	Koenig Albert	" 17	160	22	78	
				Barbarossa	" 24	99	32	77	1766
" 28	40	140	1690	Prinzess Irene	Mar. 3	154	24	182	
Mar. 8	26	188	1690	Koenigin Luise	" 10	151	30	70	
" 17	..	..	1618	Weimar	" 20	..	1	116	
" 22	50	175	1580	Koenig Albert	" 24	196	58	175	
" 31	39	315	1381	Barbarossa	Apr. 3	186	43	70	
Apr. 6	106	192	1675	Prinzess Irene	" 7	185	62	233	
				Koenigin Luise	" 14	165	27	140	
" 23	..	..	1669	Weimar	" 25	..	34	44	
" 26	83	211	1606	Koenig Albert	" 28	191	98	121	
May 2	..	248	896	Hohenzollern	May 5	..	25	92	
" 4	82	284	1397	Barbarossa					
" 10	141	148	1684	Prinzess Irene	" 12	163	87	295	
" 17	107	242	1696	Koenigin Luise	" 19	155	90	232	
" 27	..	..	1670	Weimar					1767
" 31	..	..	1607	Gera					
June 1	97	206	1618	Koenig Albert	June 2	189	95	189	
" 4	..	224	874	Hohenzollern	" 9	..	53	120	
" 14	63	201	1701	Prinzess Irene	" 16	203	105	321	
" 21	52	254	1648	Koenigin Luise	" 23	174	194	335	
July 5	62	213	1429	Koenig Albert	July 7	197	105	537	
" 18	55	192	1091	Prinzess Irene	" 28	50	101	630	
Aug. 2	50	209	920	Koenigin Luise	Aug. 11	35	51	447	
" 16	100	196	1015	Koenig Albert	" 25	74	45	528	
" 30	184	116	1188	Prinzess Irene	Sept. 1	75	108	730	
Sept. 13	197	211	1362	Koenigin Luise	" 15	63	73	737	

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" 27	198	107	1393	Koenig Albert	" 29	87	84	563
Oct. 4	206	104	1501	Prinzess Irene	Oct. 13	126	105	968
" 18	157	237	1667	Koenigin Luise	" 27	89	44	661
Nov. 1	163	152	1635	Koenig Albert	Nov. 10	154	100	1226
" 19	159	140	1711	Prinzess Irene	Dec. 1	79	51	1637
" 30	113	252	1294	Koenigin Luise	" 8	109	97	1619
Dec. 20	141	140	1391	Koenig Albert				
33 Trips	2770	5570	47469	Totals	33 Trips	3947	2134	13635

Table XXXIX.

1769 NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III
			Cassel	Jan. 3	9	30
Jan. 23	22	548	Chemnitz	" 29	5	33
" 29	43	625	Main	Feb. 3	11	33
Feb. 1	21	629	Frankfurt	" 7	6	33
" 7	22	773	Darmstadt	" 14	8	25
" 15	12	1003	Brandenburg			
" 26	48	1658	Oldenburg	Mar. 1	10	61
Mar. 3	6	795	Roland	" 6	..	28
1770 " 12	71	255	Main	" 17	30	106
" 15	4	1381	Wittekind			
" 17	18	1064	Hannover			
" 18	27	1576	Frankfurt	" 21	2	18
" 24	56	1735	Cassel	" 28	10	60
" 31	31	1544	Breslau	Apr. 4	5	49
Apr. 1	41	495	Rhein	" 7	26	20
" 1	37	1712	Oldenburg			
" 8	56	1590	Brandenburg	" 11	8	23
" 11	19	739	Koeln			
" 13	10	1156	Erlangen			
" 17	4	1610	Karlsruhe	" 20	49	32

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"	18	54	904	Gneisenau	" 21	38	32
"	21	5	1641	Frankfurt	May 2	52	84
May	4	26	808	Wittekind			
"	10	70	1568	Breslau	" 16	77	96
"	17	64	1093	Chemnitz			
"	21	12	1440	Hannover	" 24	13	45
"	21	86	1932	Gniesenau	" 30	141	92
"	31	94	1679	Main	June 6	207	82
June	8	56	1585	Brandenburg	" 13	72	75
"	15	53	935	Cassel			
"	22	88	1591	Rhein	" 27	291	91
"	26	56	1009	Neckar	July 4	111	121
July	6	46	1101	Hannover			
"	11	123	1237	Main	" 18	158	149
"	20	93	1076	Brandenburg	" 26	33	96
"	26	16	937	Koeln			
Aug.	1	109	751	Rhein	Aug. 8	53	151
"	7	98	835	Neckar	" 15	64	167
"	15	40	741	Chemnitz			
"	22	155	803	Breslau	" 29	31	125
"	30	77	1148	Brandenburg			
Sept.	7	194	975	Wittekind	Sept. 12	16	117
"	11	436	1365	Rhein	" 20	51	143
"	20	125	1312	Cassel			
"	26	48	1081	Frankfurt			
				Neckar	Oct. 4	39	129
Oct.	4	143	1329	Breslau	" 9	9	66
"	11	74	1026	Main	" 17	31	121
"	19	33	840	Koeln			
"	22	101	1152	Trave			
				Rhein	" 31	9	117
Nov.	4	12	831	Halle	Nov. 7	9	70
"	10	85	873	Breslau			
"	19	..	964	Neckar	" 21	25	114
"	22	39	1703	Cassel	" 28	8	97
"	30	50	991	Frankfurt			

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				Chemnitz	Dec. 6	12	86
	Dec. 11	52	1486	Brandenburg	" 15	4	39
	" 15	19	772	Halle			
				Hannover	" 22	8	63
	" 23	51	1549	Karlsruhe	" 28	6	50
	56 Trips	3431	63951	Totals	41 Trips	1747	3169

CHARLESTOWN—BREMEN.

Arrival	I	III	Steamer	Departure	I	III
Nov. 4	25	450	Wittekind	Nov. 24	1	..

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Table XL.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

	Galv.	Westbound			Galv.	Eastbound	
	Arrival	II	III	Steamer	Departure	II	III
	Jan. 24	8	251	Hannover	Jan. 31	7	10
	Feb. 23	24	339	Brandenburg	Mar. 3	22	27
	Mar. 24	44	494	Hannover	Apr. 2	68	46
	Apr. 20	30	971	Koeln	" 30	61	94
	May 12	24	402	Wittekind	May 23	186	39
1776	" 25	28	638	Chemnitz	June 4	75	67
	June 23	47	712	Cassel	July 2	60	40
	July 15	15	347	Hannover	" 23	8	40
	Aug. 5	98	320	Koeln	Aug. 13	29	19
	" 24	76	239	Chemnitz	Sept. 3	16	23
	Sept. 8	70	310	Brandenburg	" 17	6	30
	" 30	35	211	Cassel	Oct. 8	9	7
	Oct. 5	73	343	Frankfurt	" 21	4	26
	" 27	89	549	Koeln	Nov. 17	6	9
	Nov. 19	45	573	Breslau	Dec. 4	3	31
	Dec. 10	61	415	Frankfurt	" 23	2	10
	16 Trips	767	7114	Totals	16 Trips	562	518

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Table XLI.

PRINCE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	
Jan. 26	5	764	Napolitan Prince	Feb. 1	1	180	
Feb. 11	10	643	Sicilian Prince	" 17	3	112	
Mar. 9	4	1195	Napolitan Prince	Mar. 15	..	110	
" 26	3	1045	Sicilian Prince	Apr. 5	3	67	
Apr. 19	5	1105	Napolitan Prince	" 26	..	353	1778
May 11	9	1084	Sicilian Prince	May 19	..	160	
June 2	11	1106	Napolitan Prince	June 9	..	147	
" 25	8	1062	Sicilian Prince	" 30	4	167	
July 15	8	1141	Napolitan Prince	July 24	1	517	
Aug. 6	2	988	Sicilian Prince	Aug. 14	1	260	
" 29	6	939	Napolitan Prince	Sept. 4	..	396	
Sept. 20	6	846	Sicilian Prince	" 29	2	629	
Oct. 10	8	1054	Napolitan Prince	Oct. 20	2	531	
Nov. 7	2	1075	Sicilian Prince	Nov. 13	..	698	
" 28	5	895	Napolitan Prince	Dec. 4	..	600	
Dec. 21	..	1090	Sicilian Prince	" 31	..	510	
16 Trips	92	15942	Total	16 Trips	17	5437	1779

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Table XLII.

RED STAR LINE.

New York—Antwerp.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 4	..	30	497	Southwark	Jan. 9	..	24	182
	" 9	32	73	402	Vaderland	" 13	16	35	252
	" 17	27	88	626	Kroonland	" 20	25	42	221
1781	" 24	14	94	764	Zeeland	" 27	31	31	289
	" 29	21	85	1170	Finland	Feb. 3	29	46	425
	Feb 6	24	101	1388	Vaderland	" 10	16	33	311
	" 12	15	132	1305	Kroonland	" 17	19	48	324
	" 21	27	152	1406	Zeeland	" 24	21	35	242
	" 27	23	248	1387	Finland	Mar. 3	22	69	329
	Mar. 6	18	169	1406	Vaderland	" 10	12	34	344
	" 13	41	244	1346	Kroonland	" 17	25	77	622
	" 17	..	..	742	Rhynland				
	" 21	49	206	1430	Zeeland	" 24	34	60	589
	" 26	..	52	1032	Westernland				
	" 26	24	224	1426	Finland	" 31	98	73	767
	Apr. 3	21	265	1413	Vaderland	Apr. 7	15	70	91
1782	" 10	..	97	1150	Noordland				
	" 12	65	251	1416	Kroonland	" 15	49	82	315
	" 16	23	237	1448	Zeeland	" 21	89	127	700
	" 23	11	192	1410	Finland	" 28	177	195	502
	" 30	16	151	1213	Vaderland	May 5	46	127	766
	May 8	32	257	1338	Kroonland	" 12	70	181	520
	" 10	..	42	498	Westernland				
	" 14	39	220	1419	Zeeland	" 19	72	167	503
	" 21	..	29	1053	Noordland				
	" 21	37	253	1415	Finland	" 26	145	151	266
	" 29	10	269	1422	Vaderland	June 2	163	179	430

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June	5	..	..	736	Rhynland					
"	5	38	238	1391	Kroonland	"	9	218	184	347
"	11	41	215	1444	Zeeland	"	16	203	182	394
"	19	39	194	1350	Finland	"	23	216	190	306
"	25	38	182	1328	Vaderland	"	30	211	183	298
July	3	46	164	1397	Kroonland	July	7	218	193	366
"	9	78	196	1340	Zeeland	"	14	144	167	286
"	20	..	..	1622	Mississippi					
"	23	86	278	1268	Vaderland	"	28	155	168	317
"	31	82	228	1094	Finland	Aug.	4	114	125	339
Aug.	7	66	229	982	Zeeland	"	11	53	76	238
"	14	164	198	924	Kroonland	"	18	57	99	445
"	21	186	217	1095	Vaderland	"	25	16	88	395
"	27	224	206	1253	Finland	Sept.	1	45	100	495
Sept.	4	203	206	1112	Zeeland	"	8	48	62	403
"	11	260	196	1217	Kroonland	"	15	37	67	367
"	18	202	212	1225	Vaderland	"	22	27	46	373
"	24	227	195	944	Finland	"	29	24	50	329
Oct.	1	194	214	951	Zeeland	Oct.	6	39	60	371
"	8	185	195	771	Kroonland	"	13	38	74	328
"	16	172	212	928	Vaderland	"	20	23	73	319
"	22	100	229	883	Finland	"	27	18	54	275
"	31	114	233	861	Zeeland	Nov.	7	43	47	342
Nov.	8	..	..	875	Samland	"	15	..	..	246
"	12	114	220	1098	Kroonland	"	21	35	47	420
"	27	38	265	1354	Vaderland	Dec.	5	26	180	817
Dec.	5	34	155	1112	Finland	"	12	24	83	677
"	13	..	..	782	Samland	"	19	..	..	291
"	19	23	144	731	Zeeland	"	26	8	57	652
"	25	21	117	562	Kroonland					
"	31	12	52	468	Vaderland					
58 Trips		3556	9531	64620	Totals	49 Trips		3214	4541	19426

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Table XLIII.

RED STAR LINE.

PHILADELPHIA—ANTWERP—BOSTON.

	Boston Arrival	Westbound II	Steamer	Phila. Departure	Eastbound II
			Marquette	Jan. 5	3
			Manitou	" 28	3
			Marquette	Feb. 16	5
	Mar. 8	7	Menominee	Mar. 16	1
1787	" 22	6	Marquette	" 30	5
	Apr. 3	7	Manitou	Apr. 13	14
	" 17	15	Menominee	" 27	50
	" 30	11	Marquette	May 11	14
	May 14	3	Manitou	" 25	36
	" 27	24	Menominee	June 8	83
	June 11	27	Marquette	" 22	107
	" 25	3	Manitou	July 6	121
	July 9	19	Menominee	" 20	105
	" 23	23	Marquette	" 28	86
	Aug. 20	78	Manitou	Aug. 31	42
	Sept. 3	104	Menominee	Sept. 14	27
	" 17	105	Marquette	" 28	27
	Oct. 1	125	Manitou	Oct. 12	20
1788	" 15	81	Menominee	" 20	13
	" 29	58	Marquette	Nov. 10	16
	Nov. 12	54	Manitou	" 23	7
	" 28	23	Menominee	Dec. 7	11
	Dec. 14	10	Marquette	" 21	5
	" 25	10	Manitou		
	21 Trips	793	Totals	23 Trips	801

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Table XLIV.

RUSSIAN EAST ASIATIC S. S. Co., LTD.

LIBAU—NEW YORK.

N. Y. Arrival	Westbound II	III	Steamer.	
Aug. 18	98	208	Kowno	
Sept. 9	53	380	Grodno	
Oct. 2	14	631	Korea	
Nov. 5	39	651	Kowno	
" 19	29	707	Grodno	1790
5 Trips	233	2577	Totals	

Table XLV.

RUSSIAN VOLUNTEER FLEET.

NEW YORK—LIBAU.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	II	III	
July 24	5	624	Smolensk	July 29	1	12	66	1791
Sept. 13	12	1380	Smolensk	Sept. 18	4	..	211	
Nov. 8	5	1000	Petersburg	Nov. 13	3	..	206	
" 23	1	1173	Smolensk	" 27	..	..	316	
Dec. 27	2	1029	Petersburg					
5 Trips	25	5206	Totals	4 Trips	8	12	799	

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Table XLVI.

SCANDINAVIAN-AMERICAN LINE.

NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Oscar II	Jan. 4	5	23	71
Jan. 8	2	13	56	Hellig Olav	" 18	6	17	62
" 29	22	54	136	United States	Feb. 1	..	25	83
Feb. 10	11	50	191	Oscar II	" 15	9	20	68
" 22	6	87	262	Hellig Olav	Mar. 1	18	44	104
Mar. 6	24	78	562	United States	" 15	5	35	145
1793 " 21	10	109	909	Oscar II	" 29	10	33	182
Apr. 3	24	116	1275	Hellig Olav	Apr. 12	24	64	171
" 17	50	109	1180	United States	" 26	86	123	316
May 2	26	99	897	Oscar II	May 10	50	97	378
" 10	..	42	215	C. F. Tietgen	" 17	24	72	146
" 15	38	82	1002	Hellig Olav	" 24	112	102	626
" 29	35	108	972	United States	June 7	107	100	1000
June 12	19	78	512	Oscar II	" 21	107	106	533
" 20	4	38	259	C. F. Tietgen	" 28	77	77	226
" 26	36	87	438	Hellig Olav	July 5	110	108	438
July 9	25	76	506	United States	" 19	90	97	304
" 24	21	76	315	Oscar II	Aug. 2	51	84	258
Aug. 1	15	47	163	C. F. Tietgen	" 9	15	26	85
" 7	108	91	455	Hellig Olav	" 16	29	60	142
1794 " 20	104	105	744	United States	" 30	28	65	245
Sept. 3	110	109	883	Oscar II	Sept. 13	12	38	145
" 11	148	132	406	C. F. Tietgen	" 20	7	24	89
" 18	115	103	1064	Hellig Olav	" 27	14	45	169
Oct. 2	117	104	1147	United States	Oct. 11	11	58	249
" 16	67	125	618	Oscar II	" 25	9	46	164
" 24	89	114	281	C. F. Tietgen	Nov. 1	5	17	144
" 30	94	113	528	Hellig Olav	" 8	22	44	193
Nov. 12	48	135	383	United States	" 22	15	66	353
" 27	23	78	343	Oscar II	Dec 6	24	110	753
Dec. 8	5	25	138	C. F. Tietgen	" 8	19	85	398
" 13	10	79	272	Hellig Olav	" 20	7	18	104
" 26	10	32	169	United States				
32 Trips	1416	2694	17281	Totals	32 Trips	1108	1929	8344

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Table XLVII.

WHITE STAR LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 4	64	65	157	Cedric	Jan. 10	151	74	144	
" 13	96	114	200	Baltic	" 17	145	68	186	
" 19	77	100	221	Majestic	" 24	66	56	100	
" 26	77	100	228	Arabic					
Feb. 1	38	55	211	Teutonic	Feb. 7	61	58	131	1796
" 8	139	183	309	Baltic	" 14	164	73	161	
" 15	52	86	271	Majestic	" 21	51	49	131	
" 23	107	154	477	Cedric	" 28	140	87	146	
Mar. 1	43	88	335	Teutonic	Mar. 7	43	59	105	
" 9	179	339	1089	Baltic	" 14	191	96	170	
" 15	88	147	502	Majestic	" 21	58	37	179	
				Celtic	" 23	130	30	105	
" 24	146	215	1661	Cedric	" 28	210	76	255	
" 29	57	117	1017	Teutonic	Apr. 4	67	95	360	
Apr. 6	230	345	2066	Baltic	" 11	233	111	300	
" 12	36	192	771	Majestic	" 18	49	80	222	
" 16	114	181	2398	Celtic	" 20	199	109	205	
" 18	209	140	1156	Oceanic	" 25	210	79	229	1797

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Table XLVII—Concluded.

WHITE STAR LINE.

New York—Liverpool.

(Continued from preceding page.)

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Apr. 26	42	152	1017	Teutonic	May 2	71	113	210
	" 28	243	142	1235	Cedric	" 4	195	141	339
1799	May 4	295	280	1630	Baltic	" 9	295	229	464
	" 10	75	116	684	Majestic	" 16	100	103	219
	" 13	206	118	1250	Celtic	" 18	250	151	745
	" 17	180	160	1010	Oceanic	" 23	238	192	362
	" 24	67	97	803	Teutonic	" 30	126	114	196
	" 26	157	112	644	Cedric	June 1	271	225	493
	June 1	257	211	985	Baltic	" 6	384	556	1135
	" 7	61	102	549	Majestic	" 13	193	182	272
	" 10	213	107	483	Celtic	" 15	292	220	407
	" 13	127	151	571	Oceanic	" 20	358	263	480
	" 21	45	98	495	Teutonic	" 27	234	165	248
	" 24	139	84	534	Cedric	" 29	337	325	406
	" 29	265	307	1227	Baltic	July 4	405	353	526
	July 5	59	120	380	Majestic	" 11	197	223	278
1800	" 8	181	113	206	Celtic	" 13	227	166	220
	" 11	168	170	447	Oceanic	" 18	313	246	336
	" 19	87	122	443	Teutonic	" 25	115	179	344
	" 22	87	122	380	Cedric	" 27	238	128	158
	" 26	287	304	572	Baltic	Aug. 1	264	218	271
	Aug. 2	138	212	447	Majestic	" 8	76	104	194
	" 5	234	251	427	Celtic	" 10	152	78	144
	" 8	258	261	491	Oceanic	" 15	89	121	240
	" 15	156	205	351	Teutonic	" 22	46	80	192
	" 18	305	324	346	Cedric	" 24	127	67	103
	" 23	390	358	907	Baltic	" 29	170	115	235
	" 29	268	238	419	Majestic	Sept. 5	50	100	167

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Sept.	1	300	261	1063	Celtic	"	7	119	70	101
"	5	391	257	917	Oceanic	"	12	77	85	189
"	12	267	169	715	Teutonic	"	19	50	65	192
"	15	329	329	937	Cedric	"	21	99	72	118
"	20	388	358	1564	Baltic	"	26	119	118	239
"	26	282	243	419	Majestic	Oct.	3	41	60	187
"	29	299	244	1265	Celtic	"	5	102	64	184
Oct.	3	385	257	992	Oceanic	"	10	88	91	214
"	11	145	270	743	Teutonic	"	17	30	55	155
"	14	280	331	609	Cedric	"	19	93	45	98
"	19	374	350	1080	Baltic	"	24	121	102	219
"	24	64	239	470	Majestic	"	31	35	63	141
"	27	170	272	613	Celtic	Nov.	2	112	37	161
"	31	140	274	776	Oceanic	"	7	76	70	198
Nov.	8	69	152	591	Teutonic	"	14	104	113	172
"	15	374	336	876	Baltic	"	21	137	163	505
"	23	207	161	588	Cedric					
"	28	145	146	848	Oceanic	Dec.	5	210	162	1055
Dec.	7	163	155	471	Celtic	"	12	171	279	851
"	15	238	238	850	Baltic	"	19	124	125	351
"	20	66	134	506	Majestic	"	26	36	32	112
"	26	96	113	477	Oceanic					
67 Trips		11914	12947	49452	Totals	65 Trips		9925	8265	17956

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Table XLVIII.

WHITE STAR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III Ital.	Az.	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	Az.
					Celtic	Jan. 6	435	..	462	..
Jan. 19	35	106	561	..	Republic	" 26	268	..	213	2
Feb. 11	53	150	1036	..	Celtic	Feb. 17	405	..	184	8
Mar. 5	46	138	2234	..	Republic	Mar. 9	271	..	109	10
" 19	130	316	2225	..	Celtic					
" 29	54	209	2086	..	Cretic	Apr. 3	198	..	140	3
Apr. 16	121	130	2276	232	Republic	" 21	258	..	239	4
May 3	72	179	2156	..	Cretic	May 10	213	..	149	16
" 25	123	191	2318	..	Republic	" 31	252	..	350	20
June 14	40	248	1724	..	Cretic	June 21	262	..	267	16
" 29	44	253	1784	..	Republic					
July 30	53	219	1065	..	Cretic	Aug. 4	54	66	784	105
Sept. 19	224	104	1634	224	Cretic	Sept. 25	44	54	731	..
					Republic	Oct. 18	105	74	719	..
Oct. 30	143	220	1766	..	Cretic	Nov. 3	96	62	2009	..
					Cedric	" 29	229	117	2519	..
Dec. 3	75	235	1371	..	Cretic	Dec. 6	75	78	2043	..
" 30	73	195	1244	..	Cedric					
15 Trips	1286	2893	25480	456	Totals	15 Trips	3165	451	10918	184

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Table XLIX.

WHITE STAR LINE.

Boston—Liverpool.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan. 6	11	67	214	Cymric	Jan. 13	16	30	100	
				Canadian	" 26	..	3	..	
Feb. 10	19	58	310	Cymric	Feb. 17	13	12	77	
				Bohemian	Mar. 1	..	15	..	1808
Mar. 19	49	72	1055	Cymric	" 24	35	15	111	
Apr. 22	25	35	1356	Cymric	Apr. 26	73	42	136	
May 6	74	222	994	Arabic	May 10	94	97	158	
" 20	50	62	1127	Cymric	" 24	85	..	267	
June 2	125	245	660	Arabic	June 7	186	222	511	
" 17	95	..	850	Cymric	" 21	195	..	324	
" 30	145	187	405	Arabic	July 5	269	205	326	
				Republic	" 12	127	137	109	
July 15	53	..	644	Cymric	" 19	128	..	199	
" 28	152	157	348	Arabic	Aug. 2	95	72	169	
Aug. 11	157	156	379	Republic	" 16	58	44	138	
" 19	170	..	434	Cymric	" 23	28	..	122	
" 25	260	257	411	Arabic	" 30	37	43	179	1809
Sept. 8	285	215	473	Republic	Sept. 13	22	34	125	
" 17	193	..	596	Cymric	" 20	24	..	114	
" 22	270	255	685	Arabic	" 27	39	58	103	
Oct. 6	195	228	528	Republic					
" 14	73	..	448	Cymric	Oct. 18	32	..	103	
" 20	77	273	359	Arabic	" 25	27	109	148	
Nov. 11	112	..	587	Cymric	Nov. 15	27	..	151	
Dec. 1	27	141	349	Arabic	Dec. 7	22	97	603	
" 10	34	..	295	Cymric	" 15	19	..	100	
23 Trips	2651	2630	13507	Totals	25 Trips	1651	1235	4373	

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Table L.

WHITE STAR LINE.

Boston—Mediterranean.

Boston Arrival	Westbound I	II	III Ital.	III Az.	Steamer	Boston Departure	Eastbound I	II	III Ital.	III Az.
Jan. 9	25	49	707	151	Canopic	Jan. 13	163	..	247	103
" 29	22	77	524	199	Romanic	Feb. 3	192	..	122	52
Feb. 19	17	81	911	418	Canopic	" 24	215	..	145	83
1811 Mar. 13	35	91	1371	242	Romanic	Mar. 17	194	..	174	97
Apr. 4	52	187	1394	224	Canopic	Apr. 7	198	..	95	148
" 23	62	165	1167	362	Romanic	" 28	226	..	313	193
May 14	97	131	1422	217	Canopic	May 19	142	..	194	119
" 30	76	105	1443	152	Romanic	June 5	184	..	186	65
June 25	56	177	1411	268	Canopic	" 30	368	..	403	115
July 4	24	106	916	339	Romanic	July 7	281	..	220	96
Aug. 6	55	180	1341	305	Canopic	Aug. 11	60	73	538	203
Sept. 6	124	151	1260	334	Romanic	Sept. 15	67	63	599	246
Oct. 2	156	175	1161	323	Canopic	Oct. 6	111	103	692	228
" 23	91	160	1374	246	Romanic	" 27	72	60	744	191
Nov. 12	104	181	1461	104	Canopic	Nov. 17	104	61	1339	211
" 24	108	211	870	226	Republic	Dec. 1	122	54	1777	153
1812										
16 Trips	1104	2227	18733	4050	Totals	16 Trips	2699	414	7788	2303

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Table LI.

WILSON LINE.

New York—Hull.

N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I	
		Consuelo	Jan. 13	2	
		Toronto	Feb. 3	1	
		Consuelo	Mar. 8	1	
Mar. 2	2	Toronto	" 29	1	1814
" 26	2	Colorado	Apr. 5	2	
Apr. 12	1	Idaho			
" 19	3	Consuelo	" 25	12	
May 8	2	Toronto	May 12	6	
" 16	2	Colorado			
" 29	4	Idaho			
June 7	10	Consuelo	June 14	12	
" 27	2	Toronto	July 4	11	
July 21	2	Consuelo	Aug. 1	9	
Aug. 13	7	Toronto	" 18	11	
" 22	5	Colorado			
Sept. 3	5	Idaho			
" 6	12	Consuelo	Sept. 16	6	
" 30	12	Toronto	Oct. 6	2	1815
Oct. 6	12	Colorado			
" 19	5	Idaho			
" 22	7	Consuelo	Nov. 1	3	
Nov. 15	4	Toronto			
" 28	3	Consuelo			
20 Trips	102	Totals	14 Trips	79	

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Table LII.

MISCELLANEOUS TABLE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Az.	Steamer	N. Y. Departure	Eastbound I	II	III	Az.
Jan. 23	34	..	..	63	Brooklyn (Zotti, Naples)	Feb. 1	4	..	138	6
					Arabic (Clark's Oriental Cruise)	" 8	632	..	..	..
Mar. 30	63	..	..	686	Brooklyn (Zotti, Naples)	Apr. 19	..	..	250	10
Apr. 16	..	..	1231	..	Equita (Naples)					
" 29	..	..	445	..	America (Fable, Marseilles)					
May 28	12	..	310	..	Brooklyn (Zotti, Marseilles)	May 31	...	..	104	19
July 9	5	..	218	..	Brooklyn (Zotti, Marseilles)	July 12	14	..	192	..
" 19	..	..	115	..	America (Fabre, Marseilles)					
Aug. 22	6	..	410	..	Madonna (Fabre, Marseilles)					
Oct. 31	..	..	132	..	Neustria (Fabre, Marseilles)					
Nov. 24	..	70	357	..	Gregory Morch (R's'n-Od'sa Line)	Nov. 28	..	27	1050	..
" 29	..	..	140	..	Gallia (Fabre, Marseilles)					
Dec. 26	3	..	134	..	Neustria (Fabre, Marseilles)					
12 Trips	123	70	3492	749	Totals	6 Trips	650	27	1734	35

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1819

For Private Circulation Only
(Printed Annual Report No. 9.)

1907
Revised Edition
June, 1908

Report of The

TRANS-ATLANTIC PASSENGER MOVEMENT,

Calendar Year 1907.

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

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New York, June, 1908.

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Table 1—STATEMENT OF EAST AND WEST BOUND TRANS-ATLANTIC PASSENGER MOVEMENT FOR THE CALENDAR YEAR 1907, showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1906 for all ports.

	Westbound						Eastbound		
	I	II	III	Trips	NEW YORK	Trips	I	II	III
1829	5130	8261	23065	48	American (Southampton)	48	3955	3951	16436
	3022	14293	26509	51	Anchor (Glasgow)	49	2385	5721	12278
	263	.....	21833	25	" (Medit.)	22	78	....	9024
	3686	.....	.....	45	Atlantic Transport (London)....	45	3627	....	....
	441	941	34657	42	Austro-Amer. (Medit.-Adriat.)...	29	106	240	14159
	235	333	6585	13	Co. Trasatlantica (Cadiz-Med.)	12	157	108	5184
	10957	17620	61744	70	Cunard (Liverpool)	68	9518	11403	27534
	1156	3039	54105	30	" (Medit.-Adriatic)	27	2109	1079	23100
	248	.....	29566	33	Fabre (Medit.)	27	241	....	17286
	5758	10993	66217	86	French (Havre)	67	5575	6093	36372
	1993	2045	2153	8	Hamburg, Express (Hamburg)	8	2050	1622	2073
	13418	15707	140600	101	" Regular (")	76	11610	10333	45080
	1579	2589	21479	23	" (Medit.)	25	2974	1248	16711
1830	190	.....	3563	3	Hellenic (Italy, Greece)	3	85	....	2299
	4142	11204	46718	45	Holland (Rotterdam)	46	3751	4802	21886
	119	.....	2655	6	Ins. Nav. Co. (Azores-Lisbon)	6	21	....	447
	1278	254	29867	26	La Veloce (Medit.).....	25	675	181	11993
	314	.....	26361	20	Lloyd Italiano (Medit.).....	20	134	....	10354
	595	.....	15862	14	Lloyd Sabaudo (Medit.).....	13	355	....	8467
	178	1028	34295	24	Navigazione (Medit.)	24	211	639	13179
	11298	11620	24806	37	N. Ger. Lloyd, Exp. (Bremen)...	37	9071	7339	27113
	2706	15129	100959	76	" " " Rep. (")...	62	3232	6041	32800
	3047	7091	45465	38	" " " (Medit.)	38	3695	3285	19207
	159	.....	8683	13	Prince (Medit.)	12	3	....	5808
	3324	8438	69843	55	Red Star (Antwerp)	52	3175	5126	30065
	.....	286	10001	17	Russian East Asiatic (Libau)	15	....	73	4932

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159	290	21278	21	Russian Vol Fleet (Libau) ...	21	78	129	14259
1919	3134	18683	32	Scandinavian-Am. (Scand.)...	32	1466	2077	10585
76	.....	9314	12	Sicula Americana (Medit.)....	10	.....	.....	6767
9113	12238	41807	55	White Star (Liverpool).....	51	7314	6798	20320
6378	6604	11715	29	" " (Southampton) ...	32	5161	3524	10325
1275	2750	23956	14	" " (Medit.)	15	3411	812	12332
10	22	1912	11	Miscellaneous (Medit., Azores)	3	639	149	33
94166	155909	1036256	1123	Totals	1020	86862	82773	488408

CANADIAN PORTS

1832

3726	14326	35765	49	Allan (Liverpool)	49	2404	4414	12784
232	8169	11854	41	" (Glasgow)	32	105	1182	1081
.....	2701	5861	18	" (London)	19	....	623	750
433	1097	6057	21	" (Liverpool-Halifax) ...	16	243	78	216
4161	11423	34036	48	C. P. Ry. Atl. Service (L'pool)	51	4018	6112	14492
.....	177	28085	37	" " " (Ant'p-L'd'n)	16	....	100	103
817	9692	34919	45	Dominion (Liverpool)	44	636	2514	3472
.....	2568	6266	48	Donaldson (Glasgow)	41	....	509	135
.....	.....	1806	2	Hansa (Hamburg)				
9369	50153	164649	309	Totals	268	7406	15532	33033

BOSTON.

1833

2	2645	4960	27	Allan (Glasgow)	28	2	874	418
				Austro-Amer. (Medit.)	2	....	....	358
1915	5330	31538	25	Cunard (Liverpool)	26	1798	2811	10358
1034	.....	.....	41	Leyland (Liverpool)	35	764	....	.....
....	983	.....	23	Red Star (Antwerp)				
2026	2082	13554	19	White Star (Liverpool)	19	1670	1151	[illegible]
1153	2289	21555	16	" " (Azores, Medit.) ...	15	2962	604	11112
6130	13329	71607	151	Totals	125	7196	5440	27517

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PHILADELPHIA.

.....	5060	28991	44	American (Liverpool)	43	.....	3103	4608
				Red Star (Antwerp)	26	.....	847	40
.....	5060	28991	44	Totals	69	.....	3950	4648

BALTIMORE.

.....	3789	64774	62	N. Ger. Lloyd (Bremen)	45	.....	1591	5400

NEW ORLEANS.

62	84	3630	5	Austro-Amer. (Medit.-Adriat.) .	5	.....	.....	335
391	.....	.....	44	Leyland (L'p'l-L'd'n-H'vre, etc.)	24	245	.....	.....
.....	.....	2797	3	Navigazione (Medit.)	3	.....	.....	740
453	84	6427	52	Totals	32	245	.....	1075

GALVESTON.

.....	987	13603	18	N. Ger. Lloyd (Bremen)	17	.....	665	833
110118	229311	1386307	1759	Grand Totals, 1907	1575	101709	109951	560914
98518	191178	1231146	1653	Grand Totals, 1906	1460	93083	90074	341368

Petitioner's Exhibit 155

1837

Table II—The Trans-Atlantic Passenger Movement, 1907.

Division of the Passenger Business by groups of Lines.

Westbound I	Westbound II	Westbound III	Trips	BRITISH.	Trips	Eastbound I	Eastbound II	Eastbound III	
3726	14326	35765	49	Allan (Mont.-Liverpool)	49	2404	4414	12784	
232	8169	11854	41	" (Mont.-Glasgow)	32	105	1182	1081	
....	2701	5861	18	" (Mont.-London)	19	....	623	750	
2	2645	4960	27	" (Boston-Glasgow)	28	2	874	418	
433	1097	6057	21	" (Liverpool-Halifax)	16	243	78	216	1838
5130	8261	23065	48	American (N. Y.-Southampton)	48	3955	3951	5328	
....	5060	28991	44	" (Phil.-Liverpool)	43	....	3103	4608	
3022	14293	26509	51	Anchor (N. Y.-Glasgow)	49	2385	5721	12278	
3686	....	....	45	At. Transport (N. Y.-London) ..	45	3627	....	....	
4161	11423	34036	48	C. P. Ry. Atl. Ser. (Mont.-L'p'l)	51	4018	6112	14492	
				" " " (Mont.-L'd'n)	16	....	100	103	
10957	17620	61744	70	Cunard (N. Y.-Liverpool)	68	9518	11403	27534	
1915	5330	31538	25	" (Boston-Liverpool)	26	1798	2811	10358	
817	9692	34919	45	Dominion (Mont.-Liverpool)	44	636	2514	3472	
....	2568	6266	48	Donaldson (Mont.-Glasgow) ...	41	....	509	135	
1034	....	....	41	Leyland (Boston-Liverpool)	35	764	....	....	
391	....	....	44	" (N. O.-L'pool-London) ..	24	245	....	....	
1919	3134	18683	32	Scand.-Am. (N. Y.-Scand.)	32	1466	2077	10585	1839
9113	12238	41807	55	White Star (N. Y.-Liverpool) ...	51	7314	6798	20320	
6378	6604	11715	29	" " (N. Y.-South'pton) ..	32	5161	3524	7413	
2026	2082	13554	19	" " (Bost.-Liverpool) ...	19	1670	1151	5271	
54942	127243	397324	800	Totals	768	45311	56945	137146	

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CONTINENTAL.

*	*	18080	32	Austro-Amer. (N. Y.-Adriatic)	29	*	*	4490
*	*	1914	5	" " (N. O.-Adriatic)				
....	177	28085	37	C. P. Ry. At. Ser. (Antw'p-Mont.)				
*	*	54105	30	Cunard (N. Y.-Adriatic)	27	*	*	9208
5758	10993	66217	86	French (N. Y.-Harve)	67	5575	6093	16585
1993	2045	2153	8	Hamburg Exp. (N. Y.-H'burg)	8	2050	1622	2073
13418	15707	140600	101	" Reg. (" ")	76	11610	10333	45080
....	....	1806	2	" Hansa (H'b'g-H'f'x)				
4142	11204	46718	45	Holland (N. Y.-Rotterdam)	46	3751	4802	21886
11298	11620	24806	37	N. Ger Lloyd Exp. (N. Y.-B'm)..	37	9071	7339	27113
2706	15129	100959	76	" " Reg. (N. Y.-B'm).	62	3232	6041	32800
....	3789	64774	62	" " (Balt.-Bremen) ...	45	....	1591	5400
....	987	13603	18	" " (Galv.-Bremen) ...	17	....	665	833
3324	8438	69843	55	Red Star (N. Y.-Antwerp).....	52	3175	5126	30065
....	983	....	23	" " (Phil, Ant'p-Bost.)	26	....	847	40
....	286	10001	17	Russian E. Asiatic (N. Y.-Libau)	15	....	73	4932
159	290	21278	21	Russian Vol. Fleet (N. Y. Libau)	21	78	129	14259
42798	81648	664942	655	Totals	528	38542	44661	214764

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1845

MEDITERRANEAN.

				American (N. Y.-Med., via C'b'g)	48	....	....	11108
263	....	21833	25	Anchor (N. Y.-Medit.)	22	78	....	9024
441	941	16577	31	Austro-Am. (N. Y.-Med.-Adr.)	29	106	240	9669
62	84	1716	5	" " (N. O.-Med.-Adr.)	5	....	....	335
				" " (Bost-Med-Adr.)	2	....	....	358
235	333	6474	13	Co. Trasatlantica (N. Y.-Med.)	12	157	108	4542
1156	3039	....	30	*Cunard (N. Y.-Medit.-Adriat.)	27	2109	1079	13892
248	....	29566	33	Fabre (N. Y.-Medit.)	27	241	....	17286
				French (N. Y.-Med., via Havre)	61	....	....	19787
1579	2589	21479	23	Hamburg (N. Y.-Medit.)	25	2974	1248	16711
190	....	3563	3	Hellenic (N. Y.-Italy, Greece)	3	85	....	2299
1278	254	29867	26	La Veloce (N. Y.-Medit.)	25	675	181	11993
314	....	26361	20	Lloyd-Italiano (N. Y.-Medit.)	20	134	....	10354
595	....	15862	14	Lloyd Sabaudo (N. Y.-Medit.)	13	355	....	8467
178	1028	34295	24	Navigazione (N. Y.-Medit.)	24	211	639	13179
....	....	2797	3	" (N. O.-Medit.)	3	....	....	740
3047	7091	45465	38	N. Ger. Lloyd (N. Y.-Medit.)	38	3695	3285	19207
159	....	8683	13	Prince (N. Y.-Medit.)	12	3	....	5808
76	....	9314	12	Sicula Amer. (N. Y.-Medit.)	10	....	....	6767
1153	2289	17538	16	White Star (Bost.-Medit.)	15	2962	604	8600
1275	2750	22938	14	" " (N. Y.-Medit.)	15	3411	812	12010
				" " (N. Y.-Med., v. C'b'g)	29	....	....	2912
10	22	1912	11	Miscellaneous (N. Y.-Medit.)	3	639	149	33
12259	10420	316240	354	Totals	468	17835	8345	205081

1844

1843

MISCELLANEOUS.

....	....	....	13	Co. Trasatlantica (N. Y.-Spain)	12	....	....	642
119	....	2655	6	I. Nav. Co. (N. Y.-Azores, Lisbon)	6	21	....	447
....	....	4017	16	White Star (Bost.-Azores)	15	....	....	2512
....	....	1018	5	" " (N. Y.-Azores)	8	....	....	322
119	....	7801	40	Totals	41	21	....	3923

*Austro-Americana Line and Cunard Line, Medit-Adriatic, I and II Cabin not subdivided, totals, show under head "Mediterranean."

1846 *Petitioner's Exhibit 155*

Table III.

ALLAN LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL
HALIFAX (WINTER)

	Montreal St. John Halifax Arrival	Westbound I	II	III	Steamer	Montreal St. John Halifax Departure	Eastbound I	II	III
1847					Parisian	Jan. 6	..	40	98
	Jan. 14	..	62	301	Pretorian	" 21	..	27	95
	" 20	48	126	617	Tunisian*	" 27	56	33	94
	" 25	12	38	247	Ionian	Feb. 4	26	28	77
	Feb. 9	..	57	211	Parisian	" 16	..	29	95
	" 19	..	51	363	Pretorian	" 26	..	10	40
	" 23	39	215	794	Victorian	Mar. 3	34	17	122
	Mar. 2	52	316	901	Tunisian*	" 9	21	16	54
	" 10	46	317	944	Virginian	" 17	31	17	80
	" 17	34	221	830	Ionian	" 23	6	14	80
	" 24	68	456	954	Victorian	" 31	20	45	97
	Apr. 5	..	349	402	Parisian	Apr. 7	..	28	42
	" 5	79	408	992	Virginian	" 14	24	38	150
1848	" 13	58	335	1150	Tunisian	" 21	12	23	77
	" 29	72	461	963	Victorian	" 27	33	50	153
	May 4	64	244	778	Ionian	May 8	4	73	155
	" 5	100	431	1040	Virginian	" 10	90	130	236
	" 10	73	350	1098	Tunisian	" 17	48	72	112
	" 16	86	463	904	Victorian	" 24	90	165	231
	" 29	41	230	903	Ionian	June 2	25	47	81
	" 31	134	421	903	Virginian	" 7	116	260	442
	June 6	66	327	1011	Tunisian	" 14	127	168	149
	" 14	117	433	910	Victorian	" 21	194	238	296
	" 21	29	231	895	Ionian	" 28	67	142	114

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1849

"	28	118	419	969	Virginian	July	5	167	267	360
July	6	67	317	1017	Tunisian	"	12	57	161	129
"	13	110	426	929	Victorian	"	19	124	173	248
"	19	44	376	1050	Corsican	"	26	30	83	193
"	26	137	384	816	Virginian	Aug.	2	71	122	325
Aug.	2	100	303	734	Tunisian	"	9	25	56	138
"	9	175	356	713	Victorian	"	16	65	119	233
"	17	101	455	715	Corsican	"	23	39	65	150
"	22	267	290	883	Virginian	"	30	83	99	275
"	29	170	264	832	Tunisian	Sept.	6	40	72	129
Sept.	5	217	376	795	Victorian	"	13	99	95	238
"	13	118	439	691	Corsican	"	20	41	77	169
"	20	211	312	631	Virginian	"	27	89	123	290
"	27	83	370	697	Tunisian	Oct.	4	42	87	186
Oct.	4	134	454	688	Victorian	"	11	61	73	287
"	11	65	428	661	Corsican	"	18	18	46	169
"	18	110	422	574	Virginian	"	26	52	76	312
"	26	32	246	590	Tunisian	Nov.	1	29	45	257
Nov.	3	54	248	610	Victorian	"	8	48	108	526
"	7	11	195	340	Corsican	"	15	27	57	449
"	15	74	271	576	Virginian	"	21	61	165	868
"	22	30	115	791	Tunisian	Dec.	1	12	81	973
"	29	39	124	333	Victorian	"	8	56	236	1098
Dec.	7	7	61	317	Ionian	"	14	21	152	667
"	17	18	93	511	Corsican	"	22	23	66	845
"	28	16	40	191	Tunisian					

1850

1851

49 Trips	3726	14326	35765	Totals	49 Trips	2404	4414	12784

*Chartered to C. P. R. for these two voyages. Allan Line bookings shown above. See C. P. R. table XV.

1852 *Petitioner's Exhibit 155*

Table IV.

ALLAN LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER) GLASGOW

	Montreal Portland Arrival	Westbound I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III
	Jan. 2	..	63	137	Sicilian				
	" 22	..	67	159	Numidian				
1853	Feb. 6	..	49	118	Laurentian				
	" 22	..	98	181	—Corinthian				
	Mar. 8	..	177	540	Sicilian				
	" 15	..	163	381	Mongolian	Mar. 21	..	2	..
	" 21	..	152	303	Laurentian				
	" 30	..	249	750	Corinthian	Apr. 6	..	7	4
	Apr. 3	..	144	308	Pretorian				
	" 12	..	243	834	Sicilian	" 18	..	6	4
	" 17	..	213	356	Numidian				
	" 26	..	157	285	Laurentian				
	May 6	..	276	884	Corinthian	May 11	..	35	34
	" 9	..	166	399	Pretorian	" 17	..	41	39
	" 15	..	246	876	Sicilian	" 23	..	38	10
	" 21	..	264	423	Numidian	" 30	..	39	18
1854	" 31	..	280	429	Mongolian	June 6	..	46	18
	June 4	..	278	903	Corinthian	" 13	..	102	18
	" 11	..	179	366	Pretorian	" 20	29	76	26
	" 19	..	252	641	Sicilian	" 27	..	154	27
	" 26	..	241	157	Numidian	July 4	..	93	20
	July 4	..	267	119	Mongolian	" 11	..	36	19
	" 9	..	270	159	Corinthian	" 18	..	55	23
	" 15	..	241	143	Pretorian	" 25	10	17	20
	" 22	..	192	66	Sicilian	Aug. 1	..	18	27
	" 28	2	252	183	Ionian	" 8	14	25	21
	Aug. 8	..	91	97	Mongolian	" 15	..	20	21

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1855

" 13	..	218	93	Corinthian	" 22	..	28	24	
" 19	40	196	82	Pretorian	" 29	7	14	26	
" 26	..	208	100	Sicilian	Sept. 5	..	24	19	
Sept. 1	85	347	113	Ionian	" 12	16	14	31	
" 12	..	283	95	Mongolian	" 19	..	18	20	
" 16	..	252	86	Corinthian	" 26	..	37	26	
" 23	30	201	79	Pretorian	Oct. 3	1	25	28	
" 29	40	322	204	Grampian	" 10	7	42	45	
Oct. 8	..	239	84	Sicilian	" 17	..	14	29	
" 12	24	187	169	Ionian	" 24	8	46	37	
" 21	..	103	130	Corinthian	" 31	..	13	36	
" 28	..	66	150	Pretorian	Nov. 6	2	27	33	1856
Nov. 3	11	163	133	Grampian	" 14	11	33	88	
" 14	..	114	139	Sicilian	" 23	..	37	290	
41 Trips	232	8169	11854	Totals	32 Trips	105	1182	1081	

1857

1858 *Petitioner's Exhibit 155*

Table V.

ALLAN LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) HAVRE, LONDON
HALIFAX (WINTER)

Montreal St. John Halifax Arrival	Westbound II Havre	Westbound III Havre	Westbound II London	Westbound III London	Steamer	Montreal St. John Halifax Departure	Eastbound II Havre	Eastbound III Havre	Eastbound II London	Eastbound III London
1859					Sardinian	Jan. 3	..	13	..	5
Feb. 21	10	84	18	84	Pomeranian	Mar. 7	3	1	1	..
Mar. 16	32	166	60	231	Sardinian	" 26	..	..	1	..
Apr. 11	40	203	73	148	Pomeranian	Apr. 18	6	2	2	6
May 4	51	151	64	273	Sardinian	May 14	9	28	5	8
" 10	264	215	95	203	Parisian	" 23	34	23	41	2
" 25	42	218	71	217	Pomeranian	June 1	13	4	11	5
June 15	37	150	73	274	Sardinian	" 19	16	14	25	1
" 22	62	178	264	234	Parisian	" 29	126	23	81	3
July 7	38	164	74	137	Pomeranian	July 12	22	8	21	1
" 20	32	113	50	180	Sardinian	" 27	23	8	16	8
Aug. 1	62	111	161	189	Parisian	Aug. 10	32	12	11	16
1860 " 16	30	135	73	60	Pomeranian	" 21	3	48	9	8
" 30	71	126	76	193	Sardinian	Sept. 6	13	3	10	9
Sept. 12	102	73	263	266	Parisian	" 21	21	18	10	5
" 27	51	93	69	64	Pomeranian	Oct. 6	8	21	3	1
Oct. 14	45	164	70	43	Sardinian	" 19	4	20	2	5
" 23	37	149	95	149	Parisian	Nov. 2	28	107	8	10
Dec. 6	15	199	31	224	Sardinian	Dec. 16	3	302	2	2
18 Trips	1021	2692	1680	3169	Totals	19 Trips	364	655	259	95
			1021	2692					364	655
			2701	5861	Grand Totals				623	750

Petitioner's Exhibit 155 1861

Table VI.

ALLAN LINE.

BOSTON—GLASGOW.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
				Corinthian	Jan. 2		2	4	
Jan. 4		38	160	Sicilian	" 12		14	4	
" 25		32	94	Numidian	Feb. 3		8	9	
Feb. 9		24	106	Laurentian	" 16		6	1	
" 25		20	272	Corinthian	Mar. 2		7	7	1862
Mar. 11		50	280	Silician	" 15		7	9	
" 24		34	40	Laurentian	" 29		13	3	
Apr. 5		18	84	Pretorian	Apr. 12		17	10	
" 20		46	69	Numidian	" 25		8	6	
" 27		40	54	Laurentian	May 2		45	14	
May 7		82	420	Sarmatian	" 11		15	7	
" 21		81	383	Corean	" 26		8	6	
" 27		183	274	Laurentian	" 31		125	27	
June 10		87	376	Sarmatian	June 15		62	34	
" 25		114	246	Laurentian	" 28		160	59	
July 5		24	179	Corean	July 10		63	20	
" 13		52	193	Sarmatian	" 20		35	15	
" 22		72	156	Laurentian	" 26		94	14	1862
Aug. 5		103	134	Numidian	Aug. 9		23	20	
" 19		186	124	Laurentian	" 23		31	11	
Sept. 2		282	222	Numidian	Sept. 6		28	9	
" 16		242	132	Laurentian	" 20		15	8	
Oct. 1		296	153	Numidian	Oct. 5		17	7	
" 14		237	128	Laurentian	" 18		20	6	
" 31		132	240	Numidian	Nov. 5		4	2	
Nov. 18		77	230	Laurentian	" 23		17	23	
Dec. 5		46	40	Numidian	Dec. 14		16	38	
" 18	2	47	71	Grampian	" 24	2	14	45	
27 Trips	2	2645	4960	Totals	28 Trips	2	874	418	

1864

Petitioner's Exhibit 155

Table VII.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
	Jan. 12	4	13	33	Carthaginian				
	" 23	8	2	48	Mongolian	Feb. 9	..	29	2
	Feb. 10	..	13	148	Siberian				
1865	Mar. 7	..	23	367	Numidian				
	" 27	..	55	618	Siberian				
	Apr. 16	..	153	710	Carthaginian				
	" 23	53	104	733	Mongolian	May 2	2	1	8
	May 12	19	62	639	Siberian	" 29	12	..	8
	" 21	31	124	662	Carthaginian	June 4	29	1	4
	June 3	27	58	132	City of Bombay	" 21	23	13	3
	" 24	3	50	567	Siberian	July 12	18	3	9
	July 8	24	55	391	Carthaginian	" 18	12	7	..
	" 18	39	46	125	City of Bombay	Aug. 1	42	1	88
	Aug. 8	30	53	221	Siberian	" 23	19	6	8
	" 12	45	52	94	Carthaginian	" 29	24	4	17
	" 27	63	50	135	City of Bombay				
					Numidian	Sept. 10	15	1	10
1866	Sept. 11	22	53	196	Corean	" 27	16	..	..
	" 24	33	87	134	Carthaginian	Oct. 10	12	5	14
	Oct. 23	23	36	91	Siberian	" 29	7	1	7
	Nov. 26	7	5	11	Siberian	Dec. 14	12	..	28
	Dec. 7	2	3	2	Corean	" 26	..	6	10
	21 Trips	433	1097	6057	Totals	16 Trips	243	78	216

Petitioner's Exhibit 155

Table VIII.

TRANS-ATLANTIC PASSENGER MOVEMENT,
1907.

AMERICAN LINE.

NEW YORK—SOUTHAMPTON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit., Etc.	III Ital. Grks.
				St. Paul	Jan. 5	51	39	117	87
Jan. 6	80	52	172	New York	" 12	89	41	63	129
" 13	30	88	234	St. Louis	" 19	72	31	109	112
" 20	68	73	255	Philadelphia	" 26	43	45	75	131
" 27	42	82	299	St. Paul					
Feb. 3	73	77	319	New York	Feb. 9	58	51	52	113
" 17	60	156	462	St. Louis	" 23	58	53	82	103
" 24	48	93	460	Philadelphia	Mar. 2	58	47	78	99
Mar. 9	72	144	711	New York	" 16	36	53	159	128
" 17	55	187	744	St. Louis	" 23	30	36	69	130
" 24	41	196	669	Philadelphia	" 30	41	41	58	107
				Celtic	Apr. 6	152	121	291	161
Apr. 7	33	218	622	New York	" 13	41	43	82	126
" 14	47	296	755	St. Louis	" 20	69	115	79	144
" 21	43	242	661	Philadelphia	" 27	121	120	76	83
" 29	153	255	1702	Celtic	May 4	224	219	203	125
May 5	68	215	703	New York	" 11	82	77	113	180
" 12	53	228	758	St. Louis	" 18	84	92	72	171
" 19	49	239	623	Philadelphia	" 25	111	128	124	153
" 27	171	266	1042	Celtic					
				St. Paul	June 1	153	142	107	113
June 1	63	186	673	New York	" 8	153	161	91	215
" 10	123	215	540	St. Louis	" 15	243	162	76	152
" 15	71	126	482	Philadelphia	" 22	206	177	98	132
" 23	67	153	486	St. Paul	" 29	326	199	173	210

1870 *Petitioner's Exhibit 155*

	" 30	120	168	470	New York	July 6	193	207	183	188
	July 6	70	125	287	St. Louis	" 13	100	111	80	225
	" 13	70	98	258	Philadelphia	" 20	171	123	86	190
	" 27	73	151	320	St. Paul	Aug. 3	121	75	123	183
	Aug. 3	122	151	209	New York	" 10	49	37	43	156
	" 10	137	231	395	St. Louis	" 17	37	54	98	213
	" 17	167	263	408	Philadelphia	" 24	29	52	70	249
	" 24	191	216	479	St. Paul	" 31	52	54	58	187
	" 31	288	253	448	New York	Sept. 7	38	33	59	249
	Sept. 7	340	204	386	St. Louis	" 14	46	45	73	241
	" 14	288	282	432	Philadelphia	" 21	37	34	25	247
1871	" 21	303	205	438	St. Paul	" 28	49	52	74	194
	" 28	250	264	502	New York	Oct. 5	26	47	44	274
	Oct. 5	201	284	400	St. Louis	" 12	64	19	71	179
	" 12	140	285	434	Philadelphia	" 19	30	52	53	200
	" 19	96	347	417	St. Paul	" 26	27	27	110	172
	" 26	74	214	409	New York	Nov. 2	35	24	53	207
	Nov. 2	130	166	557	St. Louis	" 9	43	53	54	886
	" 9	158	108	332	Philadelphia	" 16	36	89	101	668
	" 16	91	82	437	St. Paul	" 23	43	63	430	402
	" 24	59	55	393	New York	" 30	26	130	146	706
	Dec. 1	35	63	298	St. Louis	Dec. 7	35	128	341	612
	" 8	53	82	246	Philadelphia	" 14	88	197	252	499
	" 15	55	79	242	St. Paul	" 21	37	35	190	390
1872	" 22	77	52	401	New York	" 28	42	17	59	287
	" 29	32	46	95	St. Louis					
	48 Trips	5130	8261	23065	Totals	48 Trips	3955	3951	5328	11108
										5328

Total steerage, 16436

Petitioner's Exhibit 155 1873

Table IX.

TRANS-ATLANTIC PASSENGER MOVEMENT, 1907.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

Phila. Arrival	Westbound II	III	Steamer	Phila. Departure	Eastbound II	III	
Jan. 2	17	320	Noordland	Jan. 7	4	36	
" 15	60	478	Merion	" 20	28	86	1874
" 28	71	354	Haverford	Feb. 2	19	137	
Feb. 5	31	270	Noordland	" 11	11	60	
" 20	85	580	Merion				
Mar. 6	109	907	Haverford	Mar. 10	32	52	
" 14	33	360	Noordland	" 18	6	51	
" 18	50	519	Friesland	" 23	17	58	
" 30	62	906	Westernland	Apr. 4	46	95	
Apr. 9	147	1416	Haverford	" 13	111	70	
" 18	82	843	Noordland	" 22	21	46	
" 22	116	758	Friesland	" 27	122	44	
" 30	154	1677	Merion	May 4	133	111	
May 5	157	850	Westernland	" 11	92	75	
" 13	138	1658	Haverford	" 18	134	123	1875
" 22	123	775	Noordland	" 25	156	86	
" 26	84	793	Friesland	June 1	121	150	
June 3	144	758	Merion	" 8	119	154	
" 10	86	637	Westernland	" 15	159	135	
" 17	139	1245	Haverford	" 22	138	219	
" 25	85	840	Noordland	" 29	148	161	
" 30	96	747	Friesland	July 6	154	189	
July 7	142	755	Merion	" 14	103	129	
" 14	94	432	Westernland	" 20	163	115	
" 22	136	444	Haverford	" 27	137	123	
" 29	135	637	Noordland	Aug. 3	128	116	

1876 *Petitioner's Exhibit 155*

Aug.	4	185	336	Friesland	"	10	65	86
"	11	132	430	Merion	"	17	123	63
"	19	133	288	Westernland	"	24	40	82
"	25	121	633	Haverford	"	31	115	60
Sept.	2	138	416	Noordland	Sept.	7	17	45
"	7	192	498	Friesland	"	14	58	61
"	15	140	598	Merion	"	21	120	90
"	23	152	406	Westernland	"	28	13	78
"	30	123	633	Haverford	Oct.	5	80	62
Oct.	7	147	369	Noordland	"	12	11	27
"	13	210	408	Friesland	"	19	15	30
"	20	135	442	Merion	"	26	50	44
1877 "	29	161	371	Westernland	Nov.	2	3	19
Nov.	4	130	644	Haverford	"	9	21	103
"	11	134	573	Noordland	"	16	7	83
"	26	132	769	Friesland	"	30	32	530
Dec.	6	96	716	Haverford	Dec.	11	27	312
"	25	23	502	Noordland	"	30	4	212
44 Trips		5060	28991	Tota's	43 Trips		3103	4608

Table X.

TRANS-ATLANTIC PASSENGER MOVEMENT.

1907.

1878

ANCHOR LINE.

NEW YORK—GLASGOW.

N. Y. Arrival		Westbound I	II	III	Steamer	N. Y. Departure		Eastbound I	II	III
Jan.	8	7	100	437	Caledonia	Jan.	13	20	108	220
"	25	..	65	183	Ethiopia	"	30	..	46	61
"	29	2	79	150	Furnessia	Feb.	4	9	19	138
Feb.	2	16	191	204	Columbia	"	9	10	46	195
"	15	5	66	211	Astoria	"	20	..	21	27

Petitioner's Exhibit 155

"	18	14	237	349	Caledonia	"	23	15	73	139	1879
Mar.	3	..	73	350	Ethiopia						
"	4	15	309	362	Columbia	Mar.	9	18	49	176	
"	15	8	102	407	Furnessia	"	17	5	17	48	
"	18	34	459	867	Caledonia	"	23	17	47	112	
"	29	..	153	727	Astoria	Apr.	3	5	29	63	
Apr.	1	24	462	787	Columbia	"	6	45	94	214	
"	12	..	428	725	Furnessia	"	15	16	35	47	
"	15	49	541	818	Caledonia	"	20	97	159	175	
"	26	..	215	594	Ethiopia	"	30	..	62	86	
"	28	53	539	791	Columbia	May	4	67	209	267	
May	10	..	547	609	Furnessia	"	15	36	102	72	
"	12	60	549	842	Caledonia	"	18	141	255	307	1880
"	21	13	256	615	Astoria	"	25	46	142	109	
"	26	59	481	825	Columbia	June	1	190	303	456	
June	3	..	242	490	Ethiopia	"	8	..	183	214	
"	9	80	552	865	Caledonia	"	15	209	308	528	
"	18	9	232	595	Astoria	"	22	96	183	174	
"	22	45	318	802	Columbia	"	29	313	228	746	
July	2	10	135	327	Furnessia	July	6	117	370	306	
"	7	65	357	430	Caledonia	"	13	139	324	344	
"	16	16	133	222	Astoria	"	20	59	202	99	
"	21	75	267	353	Columbia	"	27	142	221	266	
"	29	25	132	238	Furnessia	Aug.	3	39	120	174	
Aug.	4	156	382	397	Caledonia	"	10	105	193	190	
"	13	55	231	225	Astoria	"	17	23	52	118	1881
"	18	137	401	421	Columbia	"	24	67	99	135	
"	27	196	414	381	Furnessia	"	31	19	76	90	
Sept.	1	341	241	844	Caledonia	Sept.	7	61	153	102	
"	11	115	183	271	Astoria	"	14	10	32	50	
"	15	306	235	645	Columbia	"	21	38	98	134	
"	24	231	404	447	Furnessia	"	29	5	48	84	
"	29	256	357	900	Caledonia	Oct.	5	55	110	158	
Oct.	10	73	230	392	Astoria	"	15	6	29	69	
"	13	147	407	739	Columbia	"	19	18	75	93	
"	21	76	523	455	California	"	26	15	35	129	

1882 *Petitioner's Exhibit 155*

" 28	86	572	796	Caledonia	Nov. 2	19	70	161
Nov. 5	..	333	562	Furnessia	" 10	7	39	71
" 10	50	320	962	Columbia	" 16	13	89	525
" 19	30	177	599	California	" 23	15	67	753
" 25	24	234	775	Caledonia	" 30	26	90	1094
Dec. 3	5	77	391	Furnessia	Dec. 7	3	80	741
" 15	2	61	129	Astoria	" 18	..	79	477
" 17	29	115	583	California	" 21	20	187	1061
" 22	17	122	304	Caledonia	" 28	9	65	280
" 30	6	54	116	Columbia				
					49 Trips	2385	5721	12278
51 Trips	3022	14293	26509	Totals				

1883

Table XI.

TRANS-ATLANTIC PASSENGER MOVEMENT, 1907.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 4	11	407	Perugia	Jan. 12	1	184
Feb. 4	5	770	Algeria	Feb. 13	..	102
" 19	9	514	Calabria	" 26	4	67
Mar. 3	15	1381	Italia	Mar. 9	4	77
" 18	11	1285	Perugia	" 23	2	65
Apr. 6	7	1033	Algeria			
" 13	9	1288	Calabria	Apr. 20	8	82
" 25	17	1458	Italia	May 2	10	72
May 9	11	1290	Perugia			
June 3	..	1030	Algeria			
" 8	10	1250	Calabria	June 15	11	85
" 14	15	1450	Italia	" 22	11	241
" 30	10	1250	Perugia	July 6	11	230

1884

Petitioner's Exhibit 155

1885

July 22	5	920	Algeria	" 27	..	154
Aug. 1	14	799	Calabria	Aug. 10	2	281
" 14	14	625	Italia	" 21	4	842
" 30	11	678	Perugia	Sept. 4	1	408
Sept. 14	6	825	Algeria	" 21	..	102
" 28	12	502	Calabria	Oct. 5	..	364
Oct. 5	13	662	Italia	" 12	2	576
" 19	10	338	Perugia	" 26	..	434
Nov. 6	5	661	Algeria	Nov. 12	..	734
" 20	12	630	Calabria	" 27	..	1260
" 27	13	471	Italia	Dec. 7	..	1398
Dec. 14	8	316	Perugia	" 21	4	1266
25 Trips	263	21833	Totals	22 Trips	78	9024

1886

Table XII.

TRANS-ATLANTIC PASSENGER MOVEMENT, 1907.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON.

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I
		Mesaba	Jan. 5	10
Jan. 7	24	Minnetonka	" 12	59
" 21	44	Minneapolis	" 26	33
" 26	28	Minnehaha	Feb. 2	78
Feb. 14	17	Mesaba	" 18	23
" 18	27	Minnetonka	" 23	41
Mar. 5	78	Minneapolis	Mar. 9	65
" 18	52	Minnehaha	" 23	123
" 25	24	Mesaba	" 30	90
Apr. 1	64	Minnetonka	Apr. 6	98
" 7	73	Minneapolis	" 13	93

1887

1888 *Petitioner's Exhibit 155*

	"	16	40	Minnehaha	" 20	128
	"	25	28	Mesaba	" 27	57
	"	30	41	Minnetonka	May 4	118
	May	6	102	Minneapolis	" 11	122
	"	14	56	Minnehaha	" 19	108
	"	22	33	Mesaba	" 25	90
	"	27	83	Minnetonka	June 1	155
	June	3	82	Minneapolis	" 8	157
	"	11	89	Minnehaha	" 15	173
	"	19	27	Mesaba	" 22	98
	"	25	95	Minnetonka	" 29	167
	July	2	86	Minneapolis	July 6	154
1889	"	8	110	Minnehaha	" 13	157
	"	17	28	Mesaba	" 20	85
	"	22	114	Minnetonka	" 27	145
	"	30	129	Minneapolis	Aug. 3	137
	Aug.	5	143	Minnehaha	" 10	99
	"	14	79	Mesaba	" 17	33
	"	19	155	Minnetonka	" 24	58
	"	26	164	Minneapolis	" 31	55
	Sept.	2	170	Minnehaha	Sept. 7	73
	"	11	96	Mesaba	" 14	23
	"	16	166	Minnetonka	" 21	58
	"	23	160	Minneapolis	" 28	68
	"	30	160	Minnehaha	Oct. 5	63
1890	Oct.	8	73	Mesaba	" 12	22
	"	14	148	Minnetonka	" 19	63
	"	22	140	Minneapolis	" 26	38
	"	29	116	Minnehaha	Nov. 2	68
	Nov.	11	138	Minnetonka	" 16	45
	"	18	20	Mesaba	" 23	7
	"	24	76	Minneapolis	" 30	21
	Dec.	1	37	Minnehaha	Dec. 7	45
	"	15	42	Minnetonka	" 21	24
	"	30	29	Minneapolis		
	45 Trips		3686	Totals	45 Trips	3627

N. Y. Arrival

Jan. 1
" 14
" 28
Feb. 16
" 22
Mar. 4
" 9
" 16
" 18
" 23
Apr. 1
" 6
" 17
" 17
" 21
" 30
May 8
" 10
" 29
June 7
" 23
" 29
July 2
" 7
" 17
" 19
Aug. 2

Petitioner's Exhibit 155

1891

Table XIII.

AUSTRO-AMERICANA LINE.

New York—Mediterranean.

Westbound I	Westbound II	Westbound III Grks. Cont.	Westbound III Grks. Ital.	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III Grks. Cont.	Eastbound III Grks. Ital.	
3	26	374	513	Francesca	Jan. 5	2	7	89	159	
1	5	334	184	Sofia Hohenberg	" 19	..	6	92	172	
10	..	207	..	Erny						
11	..	444	80	Gerty	Feb. 23	1	..	71	54	1892
5	28	551	591	Francesca	Mar. 2	3	4	114	38	
9	..	..	..	Carolina						
2	3	437	174	Giulia	" 14	..	..	37	39	
14	..	833	348	Eugenia	" 22	..	..	18	27	
3	..	..	..	Teresa						
4	10	537	802	Sofia Hohenberg	" 28	..	3	73	36	
..	..	508	186	Erny						
7	..	..	..	Ida						
5	..	821	579	Gerty						
11	51	833	656	Francesca	Apr. 23	..	11	103	70	
14	..	..	..	Irene						
9	11	731	522	Giulia	May 11	..	7	94	5	
3	..	1138	..	Eugenia						
17	23	372	1086	Sofia Hohenberg	" 18	3	6	60	20	1893
26	83	727	799	Laura	June 6	6	26	118	380	
7	42	654	647	Francesca	" 15	7	19	80	142	
13	..	522	855	Gerty	" 28	14	..	59	161	
13	29	360	593	Giulia						
5	21	490	626	Sofia Hohenberg	July 9	2	10	77	170	
16	..	..	..	Carolina						
11	83	704	575	Laura	" 23	26	12	151	517	
7	..	..	146	Eugenia						
21	48	950	164	Francesca	Aug. 8	11	1	186	246	

Petitioner's Exhibit 155

"	20	9	..	424	594	Gerty	" 27	3	..	86	439
Sept.	2	38	78	703	874	Laura	Sept. 7	3	17	147	296
"	17	31	95	504	440	Alice	" 21	1	4	354	125
						Sofia Hohenberg	" 25	1	..	92	277
"	27	26	36	339	574	Francesca	Oct. 3	2	1	316	395
Oct.	10	3	24	328	408	Giulia	" 15	..	..	212	207
"	18	20	71	463	970	Laura	" 26	..	11	456	346
Nov.	2	5	43	649	830	Alice	Nov. 7	3	10	111	1236
"	8	27	..	..	..	Erny					
"	16	10	35	571	730	Francesca	" 21	11	..	5	1281
"	17	12	..	..	..	Carolina					
						Sofia Hohenberg	Dec. 5	..	7	505	646
Dec.	1	1	10	593	449	Giulia	" 7	6	13	220	886
"	5	5	43	470	333	Laura	" 10	1	46	377	717
"	9	5	..	..	..	Ida					
"	20	2	35	509	249	Alice	" 28	..	19	187	582
"	20	..	8	..	..	Hermine					
42	Trips	441	941	18080	16577	Totals	29 Trips	106	240	4490	9669
					18080						4490
		Total steerage, 34657						Total steerage, 14159			

Petitioner's Exhibit 155 1897

BOSTON—MEDITERRANEAN

Steamer	Departure	III Ital.
Sofia Hohenberg	Sept. 27	202
Francesca	Oct. 5	156
Total	2 Trips	358

Table XIV.

AUSTRO-AMERICANA LINE

NEW ORLEANS—MEDITERRANEAN. 1898

N. O. Arrival	Westbound I	II	III Greeks Cont.	III Ital.	Steamer.	N. O. Eastbound. Departure	III Greeks, Ital.
Aug. 20	5	15	180	213	Sofia Hohenberg	Sept. 16	63
Sept. 23	6	26	170	187	Eugenia	" 30	37
Oct. 26	12	27	444	409	—Gerty	Oct. 31	42
Nov. 15	25	16	566	750	Sofia Hohenberg	Nov. 27	61
Dec. 22	14	..	554	157	Eugenia	Dec. 31	132
					Totals		
5 Trips	62	84	1914	1716		5 Trips	335
				1914			

1899

Total steerage, 3630

1900 *Petitioner's Exhibit 155*

Table XV.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER)

LIVERPOOL

	Montreal / St. John Arrival	Westbound I	II	III	Steamer	Montreal / St. John Departure	Eastbound I	II	III
					Lake Manitoba				
	Jan. 4	35	70	291	Empress of Britain	Jan. 5	18	38	110
1901	" 15	..	53	106	Lake Champlain	" 11	98	107	205
					Tunisian*	" 19	..	53	123
	" 27	..	69	243	Lake Erie	" 27	..	15	62
	Feb. 1	61	188	680	Empress of Britain	Feb. 2	..	30	57
	" 9	13	80	291	Lake Manitoba	" 8	87	88	243
	" 16	76	336	631	Empress of Ireland	" 16	11	12	66
	" 27	..	122	547	Lake Champlain	" 24	58	62	215
					Tunisian*	Mar. 2	..	26	60
	Mar. 9	..	116	951	Lake Erie	" 9	25	44	118
	" 15	145	478	799	Empress of Ireland	" 16	..	23	52
	" 28	59	138	1147	Lake Manitoba	" 22	96	65	228
	" 30	162	465	838	Empress of Britain	Apr. 1	15	36	62
	Apr. 10	..	128	1124	Lake Champlain	" 5	134	102	253
1902	" 13	124	467	801	Empress of Ireland	" 15	..	50	91
	" 22	..	120	1053	Lake Erie	" 19	106	92	224
	" 27	106	479	816	Empress of Britain	" 28	..	53	68
	May 9	92	168	1192	Lake Manitoba	May 3	143	137	365
	" 10	206	488	815	Empress of Ireland	" 15	43	60	88
	" 19	..	139	1113	Lake Champlain	" 17	209	218	311
	" 24	187	482	842	Empress of Britain	" 25	..	120	103
	June 1	..	120	972	Lake Erie	" 31	262	312	524
	" 7	187	476	853	Empress of Ireland	June 8	..	115	75
	" 15	39	139	1214	Lake Manitoba	" 14	324	300	416
	" 21	139	471	855	Empress of Britain	" 22	94	150	97
	" 30	..	134	1198	Lake Champlain	" 28	353	306	456
						July 6	..	113	107

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1903

July	5	110	450	852	Empress of Ireland	" 12	257	323	415
"	13	..	119	936	Lake Erie	" 21	..	118	99
"	19	169	479	782	Empress of Britain	" 26	207	235	444
"	27	48	128	688	Lake Manitoba	Aug. 3	27	93	119
Aug.	1	294	335	838	Empress of Ireland	" 9	148	204	366
"	10	..	131	794	Lake Champlain	" 17	..	97	82
	16	266	329	822	Empress of Britain	" 23	146	161	361
"	24	..	120	471	Lake Erie	" 31	..	63	86
"	30	327	337	868	Empress of Ireland	Sept. 6	115	133	405
Sept.	7	106	135	517	Lake Manitoba	" 14	19	26	75
"	12	308	347	830	Empress of Britain	" 20	160	114	323
"	23	..	116	494	Lake Champlain	" 28	..	66	126
"	27	270	339	863	Empress of Ireland	Oct. 4	152	154	413
Oct.	6	..	130	521	Lake Erie	" 12	..	69	110
"	11	109	381	865	Empress of Britain	" 19	141	118	387
"	20	29	152	459	Lake Manitoba	" 26	26	44	190
"	25	104	449	645	Empress of Ireland	Nov. 1	123	110	410
Nov.	4	..	132	236	Lake Champlain	" 9	..	61	377
"	8	144	268	507	Empress of Britain	" 15	112	150	748
"	18	..	110	275	Lake Erie	" 24	..	85	638
"	22	66	126	451	Empress of Ireland	" 30	92	211	1025
Dec.	3	7	75	169	Lake Manitoba	Dec. 8	40	140	992
"	8	85	188	404	Empress of Britain	" 14	131	480	902
"	20	88	121	377	Empress of Ireland	" 27	46	130	620
48 Trips		4161	11423	34036	Totals	51 Trips	4018	6112	14492

1904

1905

*Chartered to C. P. R. by Allan Line for these two voyages. C. P. R. bookings shown above. See Allan table III.

1906 *Petitioner's Exhibit 155*

Table XVI.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

	Antwerp (Westbound) Montreal Arrival St. John	Montreal St. John, N. B. II Westbound	III	Steamer	(Summer) (Winter) Montreal Departure St. John	London (Eastbound) II Eastbound	III
				Lake Michigan	Jan. 3	..	2
	Jan. 9	..	131	Montreal			
	" 25	..	182	Montezuma			
1907	Feb. 4	..	196	Mount Temple	Feb. 14	2	5
	" 19	..	196	Lake Michigan			
	Mar. 5	..	415	Montreal			
	" 19	..	1042	Montrose			
	Apr. 3	..	2161	Montezuma			
	" 17	..	2058	Mount Temple	Apr. 28	2	8
	" 30	..	1878	Montreal			
	May 9	..	2188	Lake Michigan	May 17	..	16
	" 16	57	1792	Montrose	" 26	..	12
	" 23	..	1447	Montezuma			
	" 30	..	1499	Mount Royal			
	June 2	27	1774	Mount Temple	June 11	8	19
	" 15	..	2118	Montreal			
	" 24	..	1543	Lake Michigan	July 3	..	8
1908	July 3	59	449	Montrose	" 7	27	..
	" 9	..	551	Montezuma			
	" 16	..	250	Mount Royal			
	" 21	..	410	Mount Temple	" 31	10	8
	" 27	..	222	Montreal	Aug. 6	..	1
	Aug. 4	..	308	Lake Michigan	" 11	..	5
	" 21	..	559	Montezuma			
	Sept. 1	..	369	Mount Royal			
	" 2	11	312	Mount Temple			
	" 9	..	269	Montreal			
	" 17	..	290	Lake Michigan	Sept. 24	..	4
	Oct. 1	..	388	Montezuma			

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1909

"	10	23	193	Montrose	Oct. 16	..	1	
"	13	..	234	Mount Temple	" 22	3	9	
"	26	..	255	Mount Royal				
"	29	..	258	Montreal				
Nov.	6	..	345	Lake Michigan	Nov. 15	..	3	
"	17	..	576	Montezuma				
Dec.	3	..	589	Mount Temple				
"	10	..	358	Montreal				
				Cassandra (chart'd)	Dec. 17	48	2	
"	29	..	180	Lake Michigan				
37 Trips		177	28085	Totals	16 Trips	100	103	

1910

Table XVII.

COMPANIA TRASATLANTICA DE BARCELONIA.

NEW YORK—ITALIAN PORTS.

N. Y. Arrival	Westbound I	II	III Span.	III Ital.	Steamer	N. Y. Departure	Eastbound I	II	III Span.	III Ital.
					Montserrat	Jan. 5	13	3	32	171
Jan. 13	12	2	5	188	Manuel Calvo	Feb. 6	6	4	48	84
Feb. 11	29	30	3	361	Antonio Lopez	Mar. 11	23	12	15	33
Mar. 12	5	6	4	802	Buenos Aires	Apr. 5	11	2	10	35
Apr. 10	6	28	5	829	Montevideo	May 8	18	20	22	245
" 26	9	47	1	855	Leon XIII					
May 11	24	40	22	904	Antonio Lopez	June 6	14	9	20	72
June 11	15	30	6	855	Manuel Calvo	July 6	28	11	70	359
July 10	16	28	17	439	Montevideo	Aug. 5	17	14	88	428
Aug. 10	6	12	16	300	Buenos Aires	Sept. 5	5	6	194	653
Sept. 10	34	46	8	258	Montserrat	Oct. 7	7	4	70	480
Oct. 11	30	22	8	289	Antonio Lopez	Nov. 5	6	4	68	952
Nov. 11	38	16	3	242	Manuel Calvo	Dec. 5	9	19	5	1030
Dec. 12	11	26	13	152	Montevideo					
13 Trips	235	333	111	6474	Totals	12 Trips	157	108	642	4542
				111						642
	Total steerage,			6585		Total steerage,				5184

1911

1912 *Petitioner's Exhibit 155*

Table XVIII.

COMPAGNIE GENERALE TRANSATLANTIQUE.

(French Line.)

NEW YORK—HAVRE.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	Ital.
					La Lorraine	Jan. 3	39	43	150	214
	Jan. 6	21	61	604	La Bretagne	" 10	18	66	109	99
	" 12	97	98	723	La Savoie	" 17	96	79	190	194
1913	" 20	19	77	871	La Gascogne	" 24	22	40	98	150
	" 26	75	99	783	La Lorraine	" 31	137	86	185	226
	Feb. 3	22	87	802	La Bretagne	Feb. 7	21	45	95	154
	" 9	72	104	726	La Savoie	" 14	75	75	201	233
	" 11	..	..	179	St. Laurent					
	" 19	13	53	837	La Gascogne	" 22	16	46	122	133
	" 22	101	186	818	La Provence	" 28	132	66	222	210
	" 27	..	..	336	Hudson					
	Mar. 3	43	187	936	La Bretagne	Mar. 7	15	47	167	180
	" 9	84	238	726	La Savoie	" 14	75	103	343	305
	" 17	35	211	855	La Touraine	" 21	43	38	234	150
	" 21	..	..	800	Californie					
	" 21	..	2	1480	La Gascogne	" 25	..	50	15	4
1914	" 22	126	323	807	La Provence	" 28	217	73	256	290
	" 30	..	..	641	St. Laurent					
	" 30	65	231	736	La Lorraine	Apr. 4	92	60	368	240
	Apr. 2	..	..	1448	La Bretagne	" 6	..	58	31	..
	" 7	45	217	848	La Touraine	" 11	74	101	296	220
	" 13	45	244	697	La Savoie	" 18	108	98	268	170
	" 14	..	..	677	Hudson					
	" 17	..	..	1441	La Gascogne	" 20	..	126	30	12
	" 19	119	336	798	La Provence	" 25	321	139	240	290
	" 27	69	294	690	La Lorraine	May 2	150	74	274	225
	" 29	..	..	881	Californie					
	" 30	..	5	1467	La Bretagne	" 4	..	67	71	..

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May	4	74	272	680	La Savoie	"	9	167	101	324	240
"	10	..	..	656	St. Laurent						
"	11	37	227	867	La Touraine	"	16	72	68	236	200
"	15	..	..	1478	La Gascogne	"	19	..	93	42	..
"	17	141	294	807	La Provence	"	23	330	136	400	375
"	24	..	..	666	Hudson						
"	25	42	239	727	La Lorraine	"	30	162	83	318	175
"	27	..	..	1450	La Bretagne	June	1	..	292	47	..
June	1	51	217	700	La Savoie	"	6	217	156	332	280
"	7	..	..	530	Californie						
"	12	30	190	805	La Provence	"	16	276	188	279	410
"	15	37	146	792	La Lorraine	"	20	214	147	301	265
"	22	72	182	773	La Savoie	"	27	296	129	349	330
"	23	..	..	186	St. Laurent						
"	29	50	148	918	La Touraine	July	4	156	139	331	235
July	5	134	247	832	La Provence	"	11	273	172	308	440
"	5	..	..	591	Hudson						
"	14	32	122	1037	La Bretagne	"	18	89	215	218	190
"	20	103	162	782	La Savoie	"	25	160	201	356	350
"	20	..	..	105	Californie						
"	28	48	141	901	La Touraine	Aug.	1	80	92	507	348
Aug.	1	..	..	479	St. Laurent						
"	3	160	215	693	La Lorraine	"	8	84	135	345	379
"	11	51	124	905	La Bretagne	"	15	36	94	196	178
"	16	218	132	848	La Provence	"	22	98	173	374	476
"	16	..	..	304	Hudson	"	24	..	1	120	94
"	25	79	197	840	La Touraine	"	29	34	61	259	395
"	31	299	118	686	La Lorraine	Sept.	5	56	93	380	470
Sept.	5	..	..	760	Mexico						
"	8	320	114	687	La Savoie	"	12	58	72	206	430
"	9	..	410	790	La Gascogne	"	14	..	63	81	19
"	13	358	144	835	La Provence	"	19	118	87	304	498
"	18	..	..	418	St. Laurent						
"	21	276	124	706	La Lorraine	"	26	60	66	223	355
"	23	..	403	772	La Bretagne	"	27	..	49	130	23
"	28	227	154	696	La Savoie	Oct.	3	50	75	352	485
Oct.	3	..	2	784	Californie						

1916

1917

1918 *Petitioner's Exhibit 155*

	"	4	330	135	827	La Provence	"	10	104	114	309	425
	"	7	..	410	935	La Gascogne	"	12	..	38	122	..
	"	12	108	207	776	La Touraine	"	17	43	58	175	410
	"	17	..	..	675	Hudson						
	"	19	182	212	696	La Lorraine	"	24	62	65	173	455
	"	21	..	200	908	La Bretagne	"	26	..	39	105	..
	"	26	170	216	711	La Savoie	"	31	68	76	276	555
	Nov.	2	273	215	837	La Provence	Nov.	7	158	87	161	772
	"	2	..	..	666	St. Laurent						
	"	4	..	201	1205	La Gascogne	"	9	..	32	198	350
	"	9	134	207	708	La Touraine	"	14	30	68	160	850
	"	16	136	215	697	La Lorraine	"	21	81	104	250	600
1919	"	15	..	..	701	Californie	"	23	..	..	654	352
	"	23	94	186	743	La Savoie	"	28	66	98	322	528
	"	30	160	251	811	La Provence	Dec.	5	102	155	253	697
	"	30	..	..	679	Hudson	"	7	..	..	326	147
	Dec.	2	..	13	697	La Gascogne	"	7	..	35	604	981
	"	8	33	166	483	La Touraine	"	12	44	143	276	648
	"	15	81	171	767	La Lorraine	"	19	74	148	586	718
	"	20	..	16	516	Floride						
	"	24	24	62	491	La Bretagne	"	26	6	72	352	460
	"	28	143	133	595	La Provence						
	86 Trips		5758	10993	66217	Totals	67 Trips		5575	6093	16585	19787
												16585
1920												
											Total steerage.	36372

Petitioner's Exhibit 155 1921

Table XIX.

CUNARD LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 6	29	48	442	Etruria	Jan. 12	52	89	137	
" 13	199	271	517	Carmania	" 19	250	150	282	
" 19	71	155	653	Campania	" 26	102	88	211	
" 26	25	106	568	Umbria	Feb. 2	95	89	340	
Feb. 2	74	130	311	Lucania	" 9	79	74	193	1922
" 10	184	310	750	Carmania	" 16	194	128	240	
" 16	83	150	589	Campania	" 23	71	61	155	
" 24	39	130	504	Etruria	Mar. 2	44	56	119	
Mar. 2	100	199	565	Lucania	" 9	78	77	203	
" 10	186	291	1450	Carmania	" 16	198	144	301	
" 16	75	207	831	Campania	" 23	77	58	141	
" 24	41	162	757	Etruria	" 30	57	64	116	
" 30	89	223	803	Lucania	Apr. 6	65	110	236	
Apr. 3	155	303	1953	Caronia	" 9	131	114	246	
" 7	41	144	724	Umbria	" 13	32	53	136	
" 13	60	255	814	Campania	" 20	94	103	199	
" 17	201	318	2102	Carmania	" 23	284	205	318	
" 21	31	185	755	Etruria	" 27	57	116	126	
" 27	68	260	812	Lucania	May 4	83	183	419	1923
May 1	158	332	2072	Caronia	" 7	192	277	552	
" 5	34	203	796	Umbria	" 11	49	146	182	
" 11	54	155	819	Campania	" 18	100	186	242	
" 15	149	328	2176	Carmania	" 21	272	231	978	
" 19	34	182	779	Etruria	" 25	116	210	274	
" 24	70	162	815	Lucania	June 1	207	296	593	
" 29	135	331	1716	Caronia	" 4	293	233	1648	
June 1	29	134	776	Umbria	" 8	145	316	201	
" 8	50	150	844	Campania	" 15	254	319	456	
" 12	162	306	1244	Carmania	" 18	293	225	732	
" 15	34	159	788	Etruria	" 22	175	386	..	
" 22	74	178	858	Lucania	" 29	306	289	513	
" 26	139	293	977	Caronia	July 2	206	229	1094	

1924 *Petitioner's Exhibit 155*

	" 29	90	125	710	Umbria	" 6	165	438	1
	July 6	64	184	725	Campania	" 13	97	342	314
	" 10	209	277	540	Carmania	" 16	222	291	515
	" 13	35	152	680	Etruria	" 20	98	248	270
	" 20	61	198	567	Lucania	" 27	142	251	382
	" 24	128	311	541	Caronia	" 30	241	264	448
	" 27	48	185	552	Umbria	Aug. 3	44	166	288
	Aug. 3	126	358	568	Campania	" 10	66	146	279
	" 7	269	244	696	Carmania	" 13	111	177	277
	" 10	81	293	454	Etruria	" 17	25	99	208
	" 17	171	371	661	Lucania	" 24	53	111	235
	" 21	210	286	1186	Caronia	" 27	78	168	288
1925	" 24	188	394	..	Umbria	" 31	42	85	159
	" 30	372	305	642	Campania	Sept. 7	51	118	290
	Sept. 3	300	249	1943	Carmania	" 10	80	140	274
	" 7	396	213	609	Etruria	" 14	38	56	179
	" 13	381	356	666	Lucania	" 18	49	44	181
	" 13	486	483	1121	Lusitania	" 21	312	258	770
	" 17	289	212	2056	Caronia	" 24	95	97	182
	" 21	235	386	621	Umbria	" 28	47	51	191
	" 27	261	318	673	Campania	Oct. 5	127	70	215
	Oct. 1	275	206	2101	Carmania	" 8	123	94	173
	" 5	117	293	417	Etruria	" 12	32	44	174
	" 8	83	381	574	Lucania	" 15	61	43	174
	" 11	400	473	1121	Lusitania	" 19	416	285	1033
1926	" 15	222	291	1584	Caronia	" 22	143	83	173
	" 20	46	325	534	Umbria	" 26	36	48	123
	" 26	91	373	628	Campania	Nov. 2	104	68	254
	" 30	204	299	1099	Carmania	" 5	133	84	244
	Nov. 2	106	325	599	Lucania	" 9	82	61	245
	" 8	442	462	1133	Lusitania	" 16	337	419	1089
	" 16	239	292	1372	Caronia				
	" 22	329	258	739	Mauretania	" 30	243	279	1170
	Dec. 1	170	183	704	Carmania	Dec. 7	167	226	2204
	" 8	354	393	1145	Lusitania	" 14	410	465	1199
	" 15	122	112	339	Lucania	" 21	88	118	736
	" 20	409	247	586	Mauretania	" 28	219	161	1014
	" 28	75	47	298	Campania				
	70 Trips	10957	17620	61744	Totals	68 Trips	9518	11403	27534

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Table XX.

CUNARD LINE.

NEW YORK—MEDITERRANEAN—ADRIATIC.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y, Departure	Eastbound I	II	III Cont.	III Ital.	
				Caronia	Jan. 5	290	..	256	516	
Jan. 4	..	89	1982	Ultonia	" 17	..	33	97	239	
" 9	27	137	1680	Carpathia						
" 31	10	75	2014	Slavonia						
Feb. 9	16	87	2357	Caronia	Feb. 19	244	31	244	136	1928
Mar. 4	..	65	1925	Ultonia						
" 7	8	107	2018	Pannonia	Mar. 14	32	30	64	99	
" 16	36	165	2139	Carpathia	" 28	154	23	118	133	
Apr. 2	38	78	2033	Slavonia	Apr. 11	103	1	100	172	
" 24	33	97	2070	Pannonia	May 2	67	38	155	18	
May 6	97	190	2197	Carpathia	" 16	184	..	243	87	
" 22	45	71	2080	Slavonia	" 30	122	..	179	31	
" 28	..	105	2030	Ultonia	June 6	..	82	95	520	
June 13	45	103	2112	Pannonia	" 20	101	..	166	262	
" 25	51	192	2247	Carpathia	July 4	225	..	331	333	
July 11	36	76	1985	Slavonia	" 18	47	37	164	524	
" 17	..	106	1035	Ultonia	" 25	..	43	81	412	
Aug. 1	19	102	1801	Pannonia	Aug. 8	17	46	220	268	1929
" 13	78	198	1805	Carpathia	" 22	44	70	417	719	
" 28	67	56	1536	Slavonia	Sept. 5	19	34	298	361	
Sept. 3	..	100	1162	Ultonia	" 12	..	22	136	471	
" 18	107	..	1878	Pannonia	" 26	30	20	284	523	
Oct. 2	149	109	2106	Carpathia	Oct. 10	97	92	714	529	
" 18	73	56	1945	Slavonia	" 24	28	32	498	488	
" 27	..	106	1011	Ultonia	Nov. 2	..	13	588	771	
Nov. 8	41	105	2124	Pannonia	" 14	25	68	404	1579	
				Caronia	" 23	250	195	945	1317	
" 20	78	189	2273	Carpathia	" 28	22	108	922	1203	
Dec. 7	33	79	2116	Slavonia	Dec. 11	8	22	775	842	

1930 *Petitioner's Exhibit 155*

" 19	..	59	1391	Ultonia	" 21	..	39	714	1339
" 28	60	74	272	Caronia					
" 29	9	63	781	Pannonia					
30 Trips	1156	3039	54105	Totals	27 Trips	2109	1079	9208	13892
									9208
								Total steerage,	23100

Table XXI.

CUNARD LINE.

1931

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
				Carpathia	Jan. 15	11	32	82
Jan. 18	26	91	422	Saxonia	" 22	55	34	107
" 31	26	99	477	Ivernia	Feb. 5	33	28	138
Feb. 15	21	133	463	Saxonia	" 19	16	38	97
" 28	21	119	861	Ivernia	Mar. 5	23	43	187
Mar. 15	36	141	1407	Saxonia	" 19	37	53	141
" 29	35	191	1870	Ivernia	Apr. 2	30	64	198
Apr. 12	35	290	1817	Saxonia	" 16	90	60	250
" 25	48	319	1873	Ivernia	" 30	120	148	420
1932 May 10	52	274	1902	Saxonia	May 14	76	172	542
" 23	71	265	1796	Ivernia	" 28	107	243	825
June 6	74	222	1924	Saxonia	June 11	142	215	1042
" 20	72	270	1691	Ivernia	" 25	177	223	961
July 4	79	247	1001	Saxonia	July 9	128	313	786
" 18	72	246	747	Ivernia	" 23	162	196	423
Aug. 1	119	246	822	Saxonia	Aug. 6	75	148	315
" 15	148	229	1047	Ivernia	" 20	76	106	359
" 29	190	216	1516	Saxonia	Sept. 3	30	85	239
Sept. 12	185	232	1865	Ivernia	" 17	42	81	207
" 26	179	228	1818	Saxonia	Oct. 1	99	110	246

Petitioner's Exhibit 155

1933

Oct. 10	141	239	1411	Ivernia	" 12	62	76	250
" 25	84	312	1337	Saxonia	" 29	63	64	243
Nov. 7	57	282	1239	Ivernia	Nov. 12	46	50	242
" 22	81	226	1201	Saxonia	" 26	53	71	846
Dec. 5	30	125	602	Ivernia	Dec. 10	31	128	625
" 19	33	88	429	Saxonia	" 24	14	30	587
25 Trips	1915	5330	31538	Totals	26 Trips	1798	2811	10358

Table XXII.

DOMINION LINE.

1934

MONTREAL (SUMMER)
PORTLAND (WINTER) LIVERPOOL

Montreal Portland Arrival	Westbound I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III
Jan. 6	10	33	260	Canada	Jan. 12	23	7	47
" 28	3	39	229	Dominion	Feb. 2	7	8	40
Feb. 10	7	50	400	Canada	" 16	5	15	18
Mar. 4	5	144	835	Dominion	Mar. 9	2	7	28
" 12	..	123	1030	Southwark	" 16	..	10	26
" 17	21	267	1130	Canada	" 23	17	6	26
" 28	..	157	660	Vancouver	" 30	..	4	14
Apr. 3	..	250	950	Dominion	Apr. 6	12	7	18
" 10	..	295	1170	Kensington	" 14	..	16	22
" 16	..	215	1190	Southwark	" 20	..	30	26
" 20	32	444	1140	Canada	" 27	38	9	50
May 4	..	204	695	Ottawa	May 7	..	117	64
" 6	..	164	665	Vancouver	" 11	..	7	..
" 8	25	340	978	Dominion	" 11	22	23	37
" 14	..	290	1140	Kensington	" 20	..	68	32
" 22	..	255	1130	Southwark	" 25	..	97	39
" 26	55	429	1140	Canada	June 1	80	68	211
" 31	..	191	611	Ottawa	" 8	..	215	109

1935

1936 *Petitioner's Exhibit 155*

	June 10	22	269	910	Dominion	" 15	89	72	68
	" 17	..	290	1220	Kensington	" 22	..	182	46
	" 19	..	178	687	Vancouver	" 25	..	101	18
	" 23	..	250	1290	Southwark	" 29	..	225	67
	" 29	43	358	1220	Canada	July 6	130	107	106
	July 5	..	182	715	Ottawa	" 13	..	176	58
	" 14	27	153	990	Dominion	" 20	31	43	76
	" 20	..	185	830	Kensington	" 27	..	105	80
	" 27	..	238	880	Southwark	Aug. 3	..	82	73
	Aug. 3	111	270	719	Canada	" 10	28	15	60
	" 8	..	195	609	Ottawa	" 17	..	81	69
	" 17	73	210	445	Dominion	" 24	22	22	68
1937	" 25	..	265	611	Kensington	" 31	..	41	71
	" 31	..	246	655	Southwark	Sept. 7	..	73	47
	Sept. 6	219	240	706	Canada	" 14	39	33	99
	" 13	..	225	416	Ottawa	" 21	..	59	78
	" 23	83	280	712	Dominion	" 28	20	26	52
	" 29	..	285	482	Kensington	Oct. 5	..	41	74
	Oct. 6	..	235	807	Southwark	" 12	..	19	58
	" 12	62	367	660	Canada	" 19	35	33	97
	" 19	..	147	720	Ottawa	" 26	..	29	92
	" 30	13	183	615	Dominion	Nov. 2	15	20	98
	Nov. 5	..	109	910	Kensington	" 10	..	42	124
	" 12	..	112	569	Southwark	" 16	..	36	152
	Dec. 2	6	210	630	Dominion	Dec. 7	21	101	520
1938	" 9	..	36	336	Kensington	" 14	..	36	314
	" 28	..	84	222	Canada				
	45 Trips	817	9692	34919	Totals	44 Trips	636	2514	3472

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Table XXIII.

DONALDSON LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) GLASGOW

St. John Montreal Arrival	Westbound II	Westbound III	Steamer	St. John Montreal Departure	Eastbound II	Eastbound III	
			Alcides	Jan. 7	1	..	
Jan. 2	11	..	Salacia	" 13	8	..	1940
" 12	5	..	Parthenia	" 20	6	..	
" 19	10	..	Marina	" 27	3	..	
" 25	8	..	Kastalia				
Feb. 6	56	140	Athenia	Feb. 17	7	1	
" 20	61	138	Cassandra	Mar. 3	6	4	
Mar. 1	4	..	Parthenia				
" 8	11	..	Marina	" 17	1	..	
" 16	10	..	Lakonia				
" 21	123	395	Athenia	" 31	11	5	
			Kastalia	Apr. 7	2	..	
Apr. 3	186	584	Cassandra	" 14	10	11	
" 13	5	..	Salacia	" 21	3	..	
May 2	5	..	Marina				
" 3	134	470	Athenia	May 9	31	6	1941
" 6	6	..	Concordia				
" 12	12	..	Tritonia				
			Lakonia	" 21	1	..	
" 16	220	967	Cassandra	" 24	28	10	
" 23	6	..	Parthenia	" 30	1	..	
June 1	6	..	Kastalia	June 7	2	..	
" 4	126	481	Athenia	" 13	38	9	
" 14	7	..	Marina	" 20	7	..	
" 18	224	691	Cassandra	" 27	95	1	
" 28	6	..	Lakonia	July 4	9	..	

1942 *Petitioner's Exhibit 155*

	July	4	2	..	Parthenia	" 11	6	..
	"	9	119	309	Athenia	" 18	50	13
	"	18	5	..	Marina	" 25	9	..
	"	23	185	198	Cassandra	Aug. 1	41	11
	"	31	8	..	Lakonia	" 8	4	..
	Aug.	7	4	..	Parthenia	" 15	1	..
	"	12	128	278	Athenia	" 22	26	5
	"	22	8	..	Marina			
	"	27	218	267	Cassandra	Sept. 5	24	12
	Sept.	4	12	..	Lakonia	" 12	2	..
	"	11	12	..	Parthenia	" 19	2	..
	"	17	132	194	Athenia	" 26	15	12
1943	"	27	3	..	Marina	Oct. 3	1	..
	Oct.	1	210	270	Cassandra	" 10	11	2
	"	10	12	..	Lakonia	" 17	2	..
	"	18	4	..	Parthenia	" 24	1	..
	"	22	100	178	Athenia	" 31	6	19
	Nov.	1	4	..	Marina	Nov. 7	3	..
	"	6	113	248	Cassandra	" 14	12	14
	"	14	6	..	Lakonia	" 21	8	..
	"	24	3	..	Tritonia			
	"	26	13	278	Athenia			
	Dec.	7	1	..	Kastalia	Dec. 14	9	..
	"	13	23	180	Cassandra			
					Salacia	" 29	6	..
1944	"	28	1	..	Concordia			
	48 Trips		2568	6266		Totals 41 Trips	509	135

Table XXIV.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III
Jan. 28	..	893	Madonna	Feb. 2	9	304

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Feb. 4	4	281	Roma				1945
" 13	..	642	Germania	" 16	2	219	
Mar. 5	..	1582	Madonna	Mar. 9	9	172	
" 19	5	1390	Germania	" 23	..	63	
" 25	9	1405	Roma	Apr. 3	..	150	
Apr. 8	3	1576	Madonna	" 13	12	270	
" 16	..	990	*Gallia				
" 25	..	1445	Germania	" 30	8	193	
May 3	2	1422	Roma	May 8	6	207	
" 14	1	1625	Madonna	" 19	13	333	
June 7	4	1445	Germania	June 15	31	149	
" 16	11	1411	Roma	" 22	35	289	
" 17	2	812	*Gallia				1946
" 22	..	355	*Massilia				
" 26	8	1630	Madonna	July 3	34	255	
July 24	..	1130	Germania	" 31	11	277	
" 30	5	813	Roma	Aug. 7	5	417	
Aug. 9	9	721	Madonna	" 17	5	612	
Sept. 10	30	1170	Germania	Sept. 18	6	1011	
" 17	15	454	Roma	" 25	2	783	
" 24	40	527	Madonna	Oct. 2	2	1468	
Oct. 1	23	968	Venezia	" 9	12	532	
" 1	4	306	*Massilia				
" 20	6	558	Germania	" 26	6	460	
" 21	2	371	*Neustria				
" 27	29	663	Roma	Nov. 2	4	1384	1947
			Gallia	" 9	5	842	
Nov. 11	14	1010	Madonna	" 20	3	1620	
" 19	9	381	Venezia	" 27	13	1732	
" 28	2	283	Germania	Dec. 7	..	1404	
Dec. 9	..	360	*Massilia	" 14	..	780	
" 13	7	744	Roma	" 21	8	1360	
" 31	4	203	Madonna				
			Totals				
33 Trips	248	29566		27 Trips	241	17286	

*From Piraeus direct.

1948 *Petitioner's Exhibit 155*

Table XXV.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III
Jan. 24	112	97	203	Deutschland				
				Deutschland	Mar. 16	107	101	305
Apr. 25	179	237	271	Deutschland	Apr. 30	325	347	314
May 23	167	184	271	Deutschland	May 30	457	345	312
June 21	247	228	291	Deutschland	June 27	462	348	326
1949 July 19	242	280	275	Deutschland	July 25	367	269	299
Aug. 22	344	350	289	Deutschland	Aug. 29	92	80	302
Sept. 19	467	329	264	Deutschland	Sept. 26	96	56	127
Oct. 17	235	340	289	Deutschland	Oct. 24	144	76	88
8 Trips	1993	2045	2153	Totals	8 Trips	2050	1622	2073

Table XXVI.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

1950 N. Y. Arrival.	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Amerika	Jan. 5	304	121	659
Jan. 5	7	82	1210	Patricia	" 12	16	77	200
" 16	31	54	1708	Pretoria	" 20	20	37	221
" 19	245	199	1870	K. Auguste Victoria	" 26	327	146	904
" 23	50	100	1202	Bluecher				
Feb. 1	22	112	1998	Pennsylvania	Feb. 9	57	46	223
" 10	..	..	1046	Badenia				
" 10	154	162	1884	Amerika	" 16	318	131	889
" 16	38	110	1935	Graf Waldersee	" 23	34	58	210
" 23	..	..	629	Prinz Sigismund				
" 26	..	72	1716	Batavia	Mar. 3	..	31	118

Petitioner's Exhibit 155

"	26	258	297	1845	K. Auguste Victoria	"	9	270	179	1232	1951
Mar.	2	..	..	1090	Pisa						
"	10	31	154	1493	Pretoria	"	17	4	39	188	
"	11	..	..	8	Acilia						
"	12	..	..	1056	Arcadia						
"	17	..	7	..	Bosnia						
"	17	252	252	1880	Amerika	"	21	320	140	564	
"	17	26	134	2170	Patricia	"	23	48	44	68	
"	22	18	179	2602	Pennsylvania	"	30	117	59	82	
"	30	52	213	2305	Graf Waldersee	Apr.	6	32	123	179	
"	30	..	..	825	Pallanza						
Apr.	7	..	..	1604	Badenia						
					Bluecher	"	11	178	127	337	1952
"	9	457	288	1857	K. Auguste Victoria	"	18	520	298	1260	
"	13	..	102	2377	Batavia	"	18	..	50	10	
"	21	363	259	1915	Amerika	"	25	474	267	880	
"	21	..	..	1126	Barcelona						
"	24	17	243	2304	Pretoria	"	27	161	235	88	
"	27	15	198	2030	Patricia	May	4	114	245	121	
May	2	..	..	1153	Andalusia						
"	2	..	..	1185	Pisa						
"	4	..	..	1700	Silvia	"	11	..	..	30	
"	5	68	187	1327	Bluecher	"	9	202	246	333	
"	10	..	..	1072	Arcadia						
"	11	241	288	1881	K. Auguste Victoria	"	16	538	287	951	
"	10	28	211	2318	Graf Waldersee	"	18	151	215	79	1953
"	18	323	274	1905	Amerika	"	23	460	253	833	
"	17	38	230	2381	Pennsylvania	"	25	167	253	95	
"	22	..	..	549	Sicilia						
"	23	..	..	856	Pallanza						
"	24	..	173	2363	Batavia	June	1	..	320	168	
"	27	..	..	1274	Otavi						
June	1	..	..	1577	Badenia						
"	2	81	179	1336	Bluecher	"	6	238	240	511	
"	6	..	..	1245	Swakopmund						
May	31	37	187	2326	Pretoria	"	8	174	229	72	
June	8	254	287	1882	K. Auguste Victoria	"	13	548	299	911	

651

1954 *Petitioner's Exhibit 155*

	"	7	30	130	1114	Patricia	"	15	190	208	119
	"	16	370	237	1912	Amerika	"	20	476	248	1005
	"	13	32	144	2791	President Lincoln	"	22	238	130	291
	"	20	..	..	777	Bosnia					
	"	21	25	196	2088	Graf Waldersee	"	29	190	206	271
	"	28	..	..	1220	Pisa					
	"	29	41	213	1800	Pennsylvania	July	6	177	235	224
	July	4	..	..	1062	Andalusia					
	"	6	340	291	1911	K. Auguste Victoria	"	11	486	289	1017
	"	9	..	162	1321	Batavia	"	14	..	190	80
	"	13	354	262	1662	Amerika	"	18	469	261	989
	"	14	..	..	1057	Arcadia	"	20	..	..	48
1955	"	20	35	200	927	Patricia	"	27	120	142	180
	"	25	108	181	1944	President Lincoln	Aug.	3	217	128	540
	"	31	..	..	452	Badenia					
	Aug	3	551	290	1545	K. Auguste Victoria	"	8	328	219	1167
	Aug.	2	70	260	871	Graf Waldersee	Aug.	10	54	96	77
	"	13	191	240	1227	Bluecher	"	15	89	81	316
	"	8	103	284	903	Pennsylvania	"	17	42	73	235
	"	17	418	261	1390	Amerika	"	22	139	135	1485
	"	17	..	..	270	Bosnia	"	24	..	..	125
	"	22	153	222	810	Pretoria	"	31	22	47	329
	"	31	568	297	1497	K. Auguste Victoria	Sept.	5	119	169	1593
	"	29	194	208	1424	Patricia	"	7	33	28	166
	Sept.	8	244	231	828	Bluecher	"	12	56	60	242
1956	"	3	234	145	1269	President Lincoln	"	14	93	56	494
	"	14	473	261	1133	Amerika	"	19	122	101	991
	"	13	329	..	..	Oceana					
	"	12	185	224	473	Graf Waldersee	"	21	48	54	160
	"	18	176	236	634	Pennsylvania	"	28	41	61	163
	"	23	..	312	262	Batavia					
	"	28	566	276	1032	K. Auguste Victoria	Oct.	3	180	113	745
	"	25	227	256	1231	President Grant	"	5	81	68	256
	Oct.	6	232	233	605	Bluecher	"	10	71	88	169
	"	3	176	214	637	Pretoria	"	12	27	24	78
	"	12	432	256	869	Amerika	"	17	219	132	1059
	"	11	155	213	757	Patricia	"	19	20	33	88

Petitioner's Exhibit 155

1957

"	16	212	125	1459	President Lincoln	"	26	67	67	191
"	26	374	288	1578	K. Auguste Victoria	"	31	183	85	1207
"	25	135	248	1152	Graf Waldersee	Nov.	2	32	47	459
Nov.	3	142	256	893	Bluecher	"	7	82	36	1216
"	1	94	267	1200	Pennsylvania	"	9	19	25	870
"	9	361	267	1478	Amerika	"	14	189	156	1969
"	4	122	295	1962	President Grant	"	16	91	115	3316
"	16	194	231	1921	Pretoria	"	23	23	75	2455
"	23	462	296	1815	K. Auguste Victoria	"	28	209	227	1870
"	23	116	214	2063	Patricia	"	30	17	90	837
"	27	121	121	2584	President Lincoln					
Dec.	2	81	129	712	Bluecher	Dec.	7	87	226	791
"	8	332	237	1085	Amerika	"	12	277	318	1525
"	6	39	70	1495	Graf Waldersee	"	14	29	138	475
"	15	60	56	1501	Pennsylvania	"	21	26	120	400
"	21	335	246	600	K. Auguste Victoria					
"	20	85	137	1458	President Grant	"	28	100	138	381
"	29	35	56	924	Pretoria					
101 Trips		13418	15707	140600	Totals	76 Trips		11610	10333	45080

1958

Table XXVII.

HAMBURG-AMERICAN LINE.

NEW YORK—MEDITERRANEAN, EXPRESS AND REGULAR SERVICE.

1959

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III
				Hamburg				
Jan. 18	28	81	572	Moltke	Jan. 10	112	31	373
				Deutschland	" 29	325	..	..
Feb. 17	13	40	979	Hamburg	Feb. 4	392	208	298
Mar. 3	100	407	260	Deutschland	" 20	129	17	186
" 5	2	54	1582	Romanic (chart'd)	Mar. 9	49	29	118
" 27	40	89	1065	Hamburg	" 30	156	38	41

1960 *Petitioner's Exhibit 155*

Apr. 20	118	172	1145	Moltke	Apr. 23	223	106	236
May 2	79	142	1067	Hamburg	May 7	150	80	149
" 1	..	..	2678	Bulgaria	" 14	..	..	120
" 4	342	..	..	Oceana	" 17	342	..	..
" 24	62	163	1187	Moltke	" 28	225	121	357
June 7	52	96	1085	Hamburg	June 11	176	96	178
" 30	32	196	1195	Moltke	July 3	216	260	423
" 28	..	..	1956	Bulgaria	" 9	..	..	138
Aug. 5	21	127	1114	Hamburg	Aug. 13	21	42	671
" 27	169	169	1006	Moltke	Sept. 3	48	60	788
Sept. 19	151	155	917	Hamburg	" 24	39	25	659
				Batavia	" 30	..	15	337
1961 Oct. 10	139	187	1079	Moltke	Oct. 15	102	54	1127
" 23	..	..	313	Bulgaria	" 29	..	..	572
Nov. 1	73	167	720	Hamburg	Nov. 4	69	66	1104
" 17	..	111	343	Batavia	" 21	..	..	2178
" 22	108	132	525	Molkte	" 28	124	..	1424
				President Lincoln	Dec. 5	76	..	3606
Dec. 16	..	..	320	Bulgaria	" 24	..	..	1624
" 23	50	101	371	Hamburg				
23 Trips	1579	2580	21479	Totals	25 Trips	2974	1248	16711

Table XXVIII.

1962 HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—HALIFAX

Halifax Arrival	Westbound III	Steamer
Apr. 27	1174	Armenia
June 1	632	Hispania
2 Trips	1806	Totals

Petitioner's Exhibit 155

1963

Table XXIX.

HELLENIC TRANS-ATLANTIC (GREEK) LINE.

NEW YORK—ITALY—GREECE.

N. Y. Departure	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Greek
July 24	31	708	Moraitis	Aug. 2	10	240	199
Sept. 25	95	1463	Moraitis	Sept. 29	15	280	170
Nov. 14	64	1392	Moraitis	Nov. 27	60	1175	235
3 Trips	190	3563	Totals	3 Trips	85	1695	604
							1695
						Total steerage,	2299

1964

Table XXX.

HOLLAND-AMERICA LINE.

NEW YORK—ROTTERDAM.

N. Y. Arrival	Westbound I	Westbound II	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III
				Potsdam	Jan. 2	39	51	81
Jan. 15	58	159	435	Ryndam	" 23	32	68	167
" 29	34	138	447	Potsdam	Feb. 6	41	40	394
Feb. 12	22	142	664	Statendam	" 20	32	26	293
" 20	17	122	490	Noordam	" 27	20	33	391
" 27	19	194	483	Ryndam	Mar. 6	26	64	611
Mar. 6	18	145	907	Potsdam	" 13	18	26	541
" 13	69	243	1645	New Amsterdam	" 20	96	62	480
" 19	5	167	1410	Statendam	" 27	29	30	295
" 27	26	228	1820	Noordam	Apr. 3	27	78	623
Apr. 1	24	190	1796	Ryndam	" 10	28	98	358

1965

1966 *Petitioner's Exhibit 155*

	" 12	68	102	1657	Potsdam	" 17	54	167	378
	" 16	54	338	2300	New Amsterdam	" 24	296	252	425
	" 24	13	270	1707	Statendam	May 1	38	111	593
	" 30	31	246	1918	Noordam.	" 8	81	131	506
	May 7	23	243	2223	Ryndam.	" 15	101	123	416
	" 14	22	267	2107	Potsdam	" 22	123	161	408
	" 21	59	410	2239	New Amsterdam	" 29	319	316	605
	" 28	26	220	2015	Statendam	June 5	159	142	789
	June 4	42	240	1970	Noordam	" 12	214	204	335
	" 11	42	230	1407	Ryndam	" 19	231	197	456
	" 18	62	225	1637	Potsdam	" 26	219	210	515
	" 24	113	359	1409	New Amsterdam	July 3	323	366	1096
1967	July 3	35	187	964	Statendam	" 10	109	84	384
	" 9	74	245	1209	Noordam	" 17	193	164	453
	" 16	62	290	715	Ryndam	" 24	140	132	395
	" 30	51	286	1102	Potsdam	Aug. 7	91	105	560
	Aug. 5	224	406	640	New Amsterdam	" 14	113	152	502
	" 13	60	288	583	Statendam	" 21	21	86	596
	" 19	201	246	819	Noordam	" 28	31	55	936
	" 26	204	429	636	Ryndam	Sept. 4	20	53	795
	Sept. 3	231	323	451	Potsdam	" 11	23	35	634
	" 9	349	397	703	New Amsterdam	" 18	65	84	897
	" 16	195	241	327	Statendam	" 25	19	26	394
	" 23	234	284	221	Noordam	Oct. 2	45	29	466
	Oct. 1	223	268	277	Ryndam	" 9	30	51	295
1968	" 8	182	228	360	Potsdam	" 16	51	51	307
	" 14	296	414	459	New Amsterdam	" 23	69	80	248
	" 22	65	279	389	Statendam	" 30	7	29	137
	" 29	90	300	421	Noordam	Nov. 6	22	40	90
	Nov. 4	86	316	728	Ryndam	" 13	15	30	127
	" 12	119	228	505	Potsdam	" 20	18	38	329
	" 18	192	260	623	New Amsterdam	" 27	56	108	632
	" 24	31	113	640	Statendam	Dec. 4	30	159	1062
	Dec. 11	46	184	751	Ryndam	" 18	26	178	333
	" 19	45	114	509	Potsdam	" 25	11	77	558
	45 Trips	4142	11204	46718	Totals	46 Trips	3751	4802	21886

Petitioner's Exhibit 155 1969

Table XXXI.

INSULAR NAVIGATION COMPANY.

NEW YORK, NEW BEDFORD, MASS.—AZORES, LISBON.

New York New Bedford Westbound Arrival	I	III		New York New Bedford Eastbound Departure	I	III
Mar. 15	..	584	*Peninsular	Mar. 27	..	32
May 7	..	583	*Peninsular	May 18	..	50
June 26	35	568	*Peninsular	July 6	8	44
Aug. 13	28	420	*Peninsular	Aug. 22	5	88
Sept. 28	50	314	§Peninsular	Oct. 6	7	78
Nov. 15	6	186	§Peninsular	Nov. 22	1	155
6 Trips	119	2655	Totals	6 Trips	21	447

1970

*Arrived at New Bedford and sailed from New York.
§Arrived at and sailed from New York.

Table XXXII.

LA VELOCE.

NEW YORK—MEDITERRANEAN.

1971

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Feb. 21	4	59	886	Brasile	Feb. 26	5	21	325
Mar. 11	..	..	1276	Città di Milano	Mar. 14	..	..	39
" 16	57	..	1206	Nord America	" 20	14	..	126
" 24	..	..	1284	Città di Torino	" 28	..	..	65
" 30	4	84	978	Brasile	Apr. 2	7	41	114
" 30	..	..	1202	Città di Napoli	" 4	..	..	56
Apr. 27	..	..	1292	Città di Milano				
" 28	118	..	1225	Nord America	May 3	67	..	211
May 4	26	111	974	Brasile	" 8	18	52	121

1972 *Petitioner's Exhibit 155*

	" 5	..	..	1304	Città di Torino	" 21	..	..	26
	" 22	76	..	1732	Europa	" 30	65	..	520
	" 16	..	..	1225	Città di Napoli	June 8	..	..	166
	June 9	78	..	1266	Nord America	" 13	68	..	176
	" 12	39	..	663	Washington	" 15	24	..	50
	" 28	..	..	945	Città di Torino	July 2	14	..	196
	" 28	68	..	1764	Europa	" 3	71	..	624
	July 14	48	..	812	Città di Milano	" 20	38	..	512
	" 25	92	..	920	Nord America	" 31	38	..	651
	Aug. 9	78	..	1371	Europa	Aug. 14	21	..	649
	Sept. 4	93	..	1246	Nord America	Sept. 11	33	..	1054
	" 17	126	..	1332	Europa	" 21	30	31	589
1973	Oct. 8	63	..	678	Città di Torino	Oct. 10	6	..	244
	" 18	67	..	731	Nord America	" 23	37	..	938
	" 27	111	..	1718	Europa	" 31	34	36	1486
	Nov. 25	45	..	855	Nord America	Nov. 30	31	..	1286
	Dec. 5	85	..	982	Europa	Dec. 7	54	..	1769
	26 Trips	1278	254	29867	Totals	25 Trips	675	181	11993

Table XXXIII.

LEYLAND LINE.

Boston—Liverpool.

1974

Boston Arrival	Westbound I	Steamer	Boston Departure	Eastbound I
Jan. 1	5	Winifredian	Jan. 9	13
" 18	2	Canadian	" 23	6
" 24	2	Bohemian	" 31	5
" 28	12	Devonian	Feb. 7	8
Feb. 6	7	Winifredian	" 13	1
" 20	3	Canadian	Mar. 1	3
" 26	3	Bohemian	" 6	5
Mar. 3	3	Devonian	" 14	13
" 12	8	Winifredian	" 20	10

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1975

Apr. 3	25	Bohemian	Apr. 10	10	
" 11	34	Devonian	" 17	2	
" 24	15	Winifredian	May 1	30	
May 8	8	Bohemian	" 15	9	
" 14	27	Devonian	" 22	46	
" 22	10	Canadian	" 29	10	
" 28	17	Winifredian	June 5	97	
June 11	6	Bohemian	" 14	75	
" 18	27	Devonian	" 26	111	
" 26	10	Canadian	July 3	72	
July 2	10	Winfredian	" 10	53	
" 17	8	Cestrian	" 24	9	
" 23	12	Devonian	" 31	22	1976
" 31	35	Canadian	Aug. 7	16	
Aug. 13	29	Bohemian	" 21	13	
" 20	27	Cestrian			
" 26	103	Devonian	Sept. 5	16	
Sept. 3	81	Canadian			
" 10	115	Winifredian	" 18	48	
" 17	88	Bohemian	" 25	3	
" 24	45	Cestrian	Oct. 2	6	
" 30	99	Devonian	" 9	21	
Oct. 8	17	Canadian			
" 14	47	Winifredian	" 23	4	
" 22	24	Bohemian	" 30	10	
Nov. 5	14	Devonian	Nov. 13	5	1977
" 12	19	Canadian	" 20	4	
" 18	17	Winifredian	" 27	2	
Dec. 4	3	Bohemian			
" 13	12	Devonian	Dec. 18	6	
" 20	4	Canadian			
" 25	1	Winifredian			
41 Trips	1034	Totals	35 Trips	764	

1978 *Petitioner's Exhibit 155*

Table XXXIV.

LEYLAND LINE.

New Orleans—Liverpool, London, Havre.

	N. O. Arrival	Westbound I	Steamer	N. O. Departure	Eastbound I
			Cestrian	Jan. 11	2
	Jan. 2	12	*Alexandrian		
	" 23	11	*Kingstonian		
1979	" 25	4	*Barbadian		
	Feb. 8	1	*Louisiana*	Feb. 17	11
	" 17	5	*Wm. Cliff		
	" 19	13	*Floridian		
	" 19	18	*Cestrian*	Mar. 6	6
	Mar. 3	8	*Antillian		
	" 22	7	*Atlantian		
			Asian*	" 23	5
	" 30	3	*Alexandrian		
	Apr. 4	2	†Tampican		
	" 15	2	†Cuban		
	" 15	6	*Jamaican		
			Canadian*	Apr. 17	28
1980	" 24	13	*Wm. Cliff*	May 1	15
	" 19	16	*Cestrian§	" 3	21
	May 3	3	*Louisianan*	" 9	10
	" 3	2	*Floridian*	" 10	4
	" 19	19	*Texan*	" 24	6
	" 17	16	*Etonian†	" 31	13
	June 5	3	*Antillian*	June 9	18
	" 13	2	*Yucatan	" 22	4
			Atlantian§	" 23	14
	" 15	1	*Tampican		
	" 16	9	*Asian*	" 23	15
	" 15	10	*Californian†	" 27	26

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1981

" 30	11	*Jamaican		
		†Wm. Cliff	July 12	17
July 6	7	*Cuban	" 17	7
" 15	1	*Floridian	" 27	13
" 16	7	*Kingstonian		
" 23	7	*Texan	Aug. 9	3
Aug. 8	1	*Etonian	" 25	4
" 20	1	†Californian*	Sept. 15	1
Sept. 3	35	*Atlantian		
" 13	1	*Jamaican		
" 16	5	†Oxionian		
" 22	5	*Cuban		
		Floridian	Oct. 13	4
Oct. 5	34	*Colonian		
" 31	2	*Mexican		
Nov. 1	1	*Barbadian		
" 1	39	*Antillian*	Nov. 17	2
" 20	9	§Californian		
" 26	13	*Wm. Cliff		
Dec. 18	18	*Colonian*	Dec. 29	1
" 18	3	*Jamaican		
" 22	5	*Albanian		
44 Trips	391	Totals	24 Trips	245

*Liverpool. †London.

§Havre.

1982

1983

1984 *Petitioner's Exhibit 155*

Table XXXV.

LLOYD ITALIANO.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III
	Feb. 27	8	1343	Luisiana	Mar. 2	..	149
	Mar. 16	13	1495	Virginia	" 20	..	64
	" 26	13	1501	Indiana	" 30	1	45
1985	Apr. 9	17	1553	Luisiana	Apr. 13	4	139
	" 24	21	1501	Virginia	" 27	7	258
	May 2	17	1544	Florida	May 9	8	181
	" 13	15	1530	Indiana	" 18	12	162
	" 23	12	1569	Luisiana	" 30	3	248
	June 4	17	1528	Virginia	June 8	15	256
	" 15	7	1544	Florida	" 20	11	160
	" 23	18	1537	Indiana	" 27	13	216
	July 6	11	955	Luisiana	July 13	12	341
	" 21	22	968	Virginia	" 27	11	605
	Aug. 9	20	1153	Florida	Aug. 17	14	425
	Sept. 2	16	1135	Luisiana	Sept. 7	9	554
	" 27	23	1430	Florida	Oct. 5	1	601
1986	Oct. 15	15	1109	Luisiana	" 19	7	1167
	Nov. 11	19	1473	Florida	Nov. 21	3	1580
	" 25	12	801	Luisiana	Dec. 4	3	1737
	Dec. 24	18	692	Florida	" 31	..	1466
	20 Trips	314	26361	Totals	20 Trips	134	10354

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1987

Table XXXVI.

LLOYD SABAUDO.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Apr. 27	38	1771	Re d'Italia	May 8	26	168
May 31	42	1785	Regina d'Italia	June 9	59	610
June 21	37	1884	Re d'Italia	" 27	57	245
July 6	21	1324	Principe di Piemonte	July 12	46	203
" 20	19	724	Regina d'Italia	" 25	20	468
Aug. 3	41	726	Re d'Italia	Aug. 8	12	229
" 16	33	736	Principe di Piemonte	" 22	12	550
Sept. 1	93	847	Regina d'Italia	Sept. 5	14	558
" 14	54	749	Re d'Italia	" 19	4	399
Oct. 2	73	1400	Principe di Piemonte	Oct. 8	14	488
" 27	67	1246	Re d'Italia	" 31	17	725
Nov. 20	50	1344	Principe di Piemonte	Nov. 26	37	1892
Dec. 7	18	835	Re d'Italia	Dec. 10	37	1932
" 22	9	491	Regina d'Italia			
14 Trips	595	15862	Totals	13 Trips	355	8467

1988

1989

1990 *Petitioner's Exhibit 155*

Table XXXVII.

NAVIGAZIONE GENERALE ITALIANA.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Mar. 3	3	37	933	Lombardia	Mar. 7	9	15	341
	" 11	4	..	1322	Liguria	" 14	5	..	256
	" 19	..	42	1921	Sannio	" 23	..	14	100
1991	" 26	..	43	2033	Campania	" 30	..	12	64
	Apr. 1	..	40	2044	Lazio	Apr. 6	..	25	111
	" 10	9	65	925	Lombardia	" 17	30	60	189
	" 20	..	50	1304	Liguria	" 24	12	..	145
	" 27	..	56	2071	Sannio	May 1	..	45	113
	May 6	..	53	2033	Campania	" 19	..	44	324
	" 11	..	56	2062	Lazio	" 23	..	56	189
	" 30	..	55	1306	Liguria	June 4	41	..	520
	June 10	..	42	2111	Sannia	" 19	..	47	233
	" 23	..	56	2030	Campania	" 26	..	52	250
	" 27	..	53	1277	Lazio	July 10	..	49	310
	July 11	..	63	1341	Liguria	" 17	28	..	468
	Aug. 3	..	53	870	Sannio	Aug. 7	..	49	445
1992	" 19	..	58	883	Campania	" 28	..	48	1520
	Sept. 1	..	52	1063	Lazio	Sept. 14	..	26	575
	" 26	..	56	1188	Sannio	Oct. 2	..	39	722
	Oct. 24	..	56	1938	Campania	" 28	..	15	274
	Nov. 2	57	..	1124	Liguria	Nov. 6	47	..	1406
	" 22	50	..	1299	Sannio	" 27	..	43	2019
	Dec. 6	..	42	562	Campania	Dec. 9	..	..	1649
	" 23	55	..	655	Liguria	" 31	39	..	956
	24 Trips	178	1028	34295	Totals	24 Trips	211	639	13179

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1993

Table XXXVIII.

NAVIGAZIONE GENERALE ITALIANA.

New Orleans—Mediterranean.

N. O. Arrival	Westbound III	Steamer	N. O. Departure	Eastbound III
Mar. 6	581	II Piemonte	Mar. 26	308
June 1	888	II Piemonte	June 19	249
Oct. 16	1328	II Piemonte	Nov. 1	183
3 Trips	2797	Totals	3 Trips	740

1994

Table XXXIX.

NORTH GERMAN LLOYD.

Express Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Kaiser Wilhelm II.	Jan. 8	282	149	645
Jan. 15	194	189	645	Kronprinz Wilhelm	" 22	233	162	730
" 23	148	167	565	K. Wm. Der Grosse				
Feb. 5	212	250	729	Kaiser Wilhelm II.	Feb. 12	286	164	822
" 20	141	211	640	Kronprinz Wilhelm	" 26	207	133	740
				K. Wm. Der Grosse	Mar. 5	152	163	681
Mar. 6	284	380	739	Kaiser Wilhelm II.	" 12	190	185	903
" 19	175	291	630	Kronprinz Wilhelm	" 26	283	117	729
" 27	200	226	697	K. Wm. Der Grosse	Apr. 2	143	110	807
Apr. 3	303	301	746	Kaiser Wilhelm II.	" 9	454	280	911
" 16	214	371	642	Kronprinz Wilhelm	" 23	359	369	814
May 1	235	317	699	K. Wm. Der Grosse	May 7	347	328	733
" 7	292	401	734	Kaiser Wilhelm II.	" 14	551	321	861

1995

1996 *Petitioner's Exhibit 155*

	" 14	164	374	679	Kronprinz Wilhelm	" 21	317	283	778
	" 28	221	353	581	K. Wm. Der Grosse	June 4	385	325	626
	June 4	324	393	753	Kaiser Wilhelm II.	" 11	514	320	837
	" 12	266	329	728	Kronprinz Wilhelm	" 18	362	318	765
	" 26	285	332	626	K. Wm. Der Grosse	July 2	407	337	635
	July 3	402	312	701	Kaiser Wilhelm II.	" 9	433	332	865
	" 10	245	294	628	Kronprinz Wilhelm	" 16	228	317	783
	" 24	257	324	568	K. Wm. der Grosse	" 30	283	252	660
	Aug. 6	314	297	633	Kronprinz Wilhelm	Aug. 13	123	182	773
	" 13	425	291	643	Kronprinzessin Cecilie	" 20	203	163	693
	" 20	225	353	572	K. Wm. der Grosse	" 27	55	162	666
1997	" 27	533	352	775	Kaiser Wilhelm II.	Sept. 3	123	176	938
	Sept. 3	372	354	677	Kronprinz Wilhelm	" 10	135	116	648
	" 10	598	322	669	Kronprinzessin Cecilie	" 17	146	128	763
	" 17	430	349	562	K. Wm. der Grosse	" 24	122	109	682
	" 24	568	359	773	Kaiser Wilhelm II.	Oct. 1	229	100	725
	Oct. 1	382	341	677	Kronprinz Wilhelm	" 8	122	132	644
	" 9	537	330	779	Kronprinzessin Cecilie	" 15	252	128	559
	" 15	287	330	565	K. Wm. der Grosse	" 22	140	82	535
	" 23	266	336	761	Kaiser Wilhelm II.	" 29	177	72	502
	" 30	208	319	682	Kronprinz Wilhelm	Nov. 5	155	75	628
	Nov. 5	420	271	759	Kronprinzessin Cecilie	" 12	214	105	578
	" 17	409	306	759	Kaiser Wilhelm II.	" 26	162	163	819
	" 26	203	336	678	Kronprinz Wilhelm	Dec. 3	90	189	801
	Dec. 3	314	323	764	Kronprinzessin Cecilie	" 10	207	292	834
1998	" 21	245	236	348	Kronprinz Wilhelm				
	37 Trips	11298	11620	24806	Totals	37 Trips	9071	7339	27113

Petitioner's Exhibit 155 1999

Table XL.

NORTH GERMAN LLOYD.

Regular Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Cassel	Jan. 3	..	20	131	
Jan. 4	..	135	1155	Main					
" 14	..	60	883	Chemnitz					
" 18	..	107	732	Rhein	" 24	..	31	161	2000
" 24	..	65	718	York	" 31	..	50	123	
" 30	..	115	1328	Neckar					
Feb. 9	..	62	1391	Cassel	Feb. 14	..	29	219	
" 15	..	118	1287	Main	" 21	..	19	179	
" 22	22	160	1248	Friedrich der Grosse					
Mar. 2	..	168	1877	Rhein	Mar. 7	..	54	577	
" 11	..	44	1323	Trave	" 13	..	..	519	
" 10	..	110	1379	Brandenburg	" 14	..	25	87	
" 15	..	35	1402	Weimar					
" 16	..	111	1530	Chemnitz	" 21	..	21	186	
" 23	..	145	2448	Main	" 28	..	33	126	
" 27	23	266	1851	Grosser Kurfuerst	Apr. 4	66	106	688	
" 29	..	19	905	Wuerzburg					2001
Apr. 1	..	15	1489	Frankfurt					
" 6	..	185	2386	Rhein	" 11	..	138	91	
" 7	..	15	1322	Trave	" 11	..	1	257	
" 7	..	14	1514	Breslau	" 16	..	62	249	
" 13	..	72	1449	Brandenburg	" 18	..	69	41	
" 20	..	80	1571	Chemnitz	" 25	..	60	139	
" 25	..	..	1620	Gera	" 30	..	23	46	
" 27	..	243	2470	Main	May 2	..	175	211	
May 1	46	405	1768	Grosser Kurfuerst	" 9	225	396	1104	
" 8	..	30	1340	Trave					
" 12	..	246	2446	Rhein	" 16	..	217	108	

					Friedrich der Grosse	"	21	170	238	283
	"	14	18	277	1572	Prinzess Alice	"	23	176	151	172
	"	20	..	52	1555	Brandenburg	"	25	..	8	10
	"	22	26	311	1597	Bremen	"	28	302	291	405
	"	31	..	296	2437	Main	June	6	..	216	332
						Babarossa	"	11	183	224	479
	June	5	53	382	1750	Grosser Kurfuerst	"	13	269	350	205
	"	15	..	218	2040	Rhein					
	"	18	12	144	1653	Friedrich der Grosse	"	20	215	211	436
						Trave	"	22	..	15	23
	"	20	50	184	1550	Prinzess Alice	"	25	197	158	454
	"	27	52	340	1520	Bremen	July	4	290	283	1152
2003	July	6	..	170	1329	Main					
	"	8	12	175	697	Barbarossa	"	11	185	217	326
	"	10	64	327	761	Grosser Kurfuerst	"	18	254	266	297
	"	18	78	316	1140	Friedrich der Grosse	"	23	155	171	453
	"	25	58	227	1500	Prinzess Alice	Aug.	1	130	136	833
	Aug.	1	..	129	1102	Rhein					
	"	2	99	324	834	Bremen	"	8	62	122	450
	"	4	..	204	783	Trave	"	13	..	9	58
	"	6	..	53	174	Breslau					
	"	7	104	247	759	Barbarossa	"	15	28	52	174
	"	14	161	487	1235	Grosser Kurfuerst	"	22	54	77	145
	"	21	174	250	939	Friedrich der Grosse	"	29	42	77	560
	"	22	...	357	332	Main					
2004	"	27	..	292	1245	Gneisenau	Sept.	5	..	21	317
	Sept.	3	277	387	1265	Bremen	"	12	24	59	567
	"	15	..	265	801	Trave	"	18	..	1	176
	"	12	213	285	1307	Barbarossa	"	19	23	37	500
	"	17	277	476	1338	Grosser Kurfuerst	"	26	42	59	917
	"	25	204	296	1328	Friedrich der Grosse	Oct.	3	33	57	1404
	Oct.	1	..	249	1499	Gneisenau	"	10	..	28	639
	"	2	..	15	388	Brandenburg					
	"	6	..	103	905	Cassel					
	"	12	..	511	1671	Main	"	17	..	45	773
						Hannover	"	23	..	7	69
	"	16	188	272	1339	Barbarossa	"	24	22	47	917

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2005

Oct. 22	175	463	1356	Grosser Kurfuerst	Oct. 31	31	49	1034	
" 23	..	360	662	Rhein					
" 27	..	69	1716	Zieten	Nov. 2	..	3	38	
" 30	72	283	1347	Friedrich der Grosse					
				Prinzess Irene	" 7	16	30	858	
Nov. 6	..	263	790	Trave	" 13	..	7	355	
" 9	..	..	1415	Wittekind	" 14	..	7	1081	
" 14	..	488	1701	Main	" 21	..	50	2440	
" 14	..	262	1508	Seydlitz	" 27	..	29	1869	
" 24	127	303	1342	Barbarossa	" 28	8	128	1970	
" 21	..	63	1615	Oldenburg	Dec. 2	..	1	763	
" 26	100	398	1379	Grosser Kurfuerst	" 5	30	339	2215	
Dec. 1	..	..	903	Rhein	" 12	..	101	703	2006
" 7	..	65	764	Koeln					
" 14	..	141	1445	Breslau	" 19	..	47	491	
" 21	..	227	1174	Main	" 28	..	58	205	
" 26	21	92	575	Barbarossa					
76 Trips	2706	15129	100959	Totals	62 Trips	3232	6041	32800	

Table XLI.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

2007

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Koenig Albert	Jan. 12	132	77	260
Jan. 20	80	118	1021	Prinzess Irene	" 22	116	25	219
				K. Wm. der Grosse	" 26	239	81	470
				Neckar	Feb. 2	..	56	62
" 31	68	158	1003	Koenigin Luise	" 9	174	64	353
Feb. 15	39	112	1292	Koenig Albert	" 23	116	23	209
				Friedrich der Grosse	Mar. 2	134	38	86
Mar. 2	55	356	456	K. Wm. der Grosse				
" 2	37	85	1663	Prinzess Irene	" 9	164	36	222

2008 *Petitioner's Exhibit 155*

	" 14	..	97	2346	Neckar	" 16	..	46	205
	" 21	46	178	1605	Koenigin Luise	" 23	148	60	110
	Apr. 1	74	129	1572	Koenig Albert	Apr. 6	171	68	267
	" 3	37	149	1582	Friedrich der Grosse	" 13	162	83	133
	" 12	105	171	1674	Prinzess Irene	" 20	181	50	159
	" 24	..	224	2263	Neckar	" 27	..	154	82
	" 27	121	313	1396	Barbarossa	May 4	158	101	105
	May 2	72	254	1673	Koenigin Luise	" 11	160	85	140
	" 8	144	191	1604	Koenig Albert	" 18	173	81	93
	" 16	86	297	1506	Friedrich der Grosse				
	" 23	87	170	1699	Prinzess Irene	June 1	183	105	233
	" 31	..	231	2245	Neckar	" 8	..	194	718
2009	June 7	64	244	1409	Barbarossa				
	" 14	61	230	1682	Koenigin Luise	" 16	194	175	199
	" 20	78	167	1613	Koenig Albert	" 29	192	95	456
	July 3	90	184	1602	Prinzess Irene	July 13	140	100	362
	" 10	..	270	934	Neckar	" 20	..	87	259
	" 18	59	244	705	Koenigin Luise	" 27	49	114	486
	Aug. 1	68	134	955	Koenig Albert	Aug. 3	43	94	486
	" 15	95	145	768	Prinzess Irene	" 17	33	87	516
	" 28	147	176	404	Koenigin Luise	" 31	42	65	856
	Sept. 5	195	146	935	Koenig Albert	Sept. 7	68	58	488
	Aug. 21	..	84	468	Neckar	" 14	..	49	386
	Sept. 18	190	159	1103	Prinzess Irene	" 21	51	74	644
	Oct 3	172	245	955	Koenigen Luise	Oct. 6	78	80	651
2010	" 10	158	170	846	Koenig Albert	" 19	76	103	789
	" 16	42	165	354	Neckar	" 26	..	51	328
					Friedrich der Grosse	Nov. 2	95	91	1232
	" 25	171	147	909	Prinzess Irene				
	Nov. 9	127	252	1024	Koenigin Luise	" 16	80	195	1664
	" 21	83	154	794	Koenig Albert	" 30	65	128	1540
	" 27	..	121	256	Neckar	Dec. 4	..	82	2264
	Dec. 5	76	175	599	Friedrich der Grosse	" 7	78	130	1475
	" 21	120	246	550	Koenigin Luise				
	38 Trips	3047	7091	45465	Totals	38 Trips	3695	3285	19207

Petitioner's Exhibit 155 2011

Table XLII.

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III
			Main	Jan. 11	15	76
Jan. 17	36	675	Breslau	" 24	4	49
" 24	10	632	Brandenburg	" 30	14	56
Feb. 3	16	956	Hannover			
" 6	22	875	Oldenburg	Feb. 11	2	42
" 15	28	1002	Darmstadt	" 20	1	51
" 24	44	1280	Frankfurt	" 28	5	81
Mar. 1	29	1390	Breslau	Mar. 6	10	94
" 8	38	723	Koeln			
" 14	54	1664	Oldenburg	" 20	9	53
" 19	23	1609	Cassel	" 23	5	20
" 22	42	1641	Gera	" 27	6	28
" 30	28	1531	Hannover	Apr. 4	6	85
Apr. 1	..	379	Prof. Woermann			
" 6	56	1255	Wittekind	" 10	15	71
" 13	37	1743	Stuttgart	" 17	25	49
" 18	35	1474	Weimar	" 24	65	67
" 26	..	800	Halle			
" 26	64	241	Cassel			
" 26	..	1177	Willehad	May 1	25	66
May 1	70	1474	Koeln	" 8	54	70
" 4	39	1535	Frankfurt	" 9	13	..
" 8	27	1521	Karlsruhe	" 11	15	20
" 11	31	540	Hannover			
" 18	127	1431	Breslau	" 22	113	64
" 25	76	1563	Weimar	" 28	39	..
" 17	76	1200	Wittekind	" 29	64	60
" 31	71	645	Chemnitz			
June 4	69	1698	Gera	June 8	30	31
" 6	40	1704	Darmstadt	" 12	73	77
" 14	102	1433	Koeln	" 19	93	66

2012

2013

2014 *Petitioner's Exhibit 155*

	" 17	11	368	Rhein	" 26	216	90
	" 22	84	556	Cassel			
	" 27	107	1240	Breslau	July 3	89	89
	July 4	57	953	Frankfurt			
	" 9	47	509	Main	" 17	178	118
	" 20	134	1223	Brandenburg	" 25	54	53
	" 26	38	697	Hannover			
	Aug. 3	132	853	Rhein	Aug. 7	62	116
	" 8	56	566	Breslau	" 14	32	141
	" 15	41	768	Chemnitz			
	" 23	96	792	Main	" 28	34	174
	" 28	132	813	Cassel	Sept. 4	29	119
2015	Sept. 4	19	978	Frankfurt			
	" 11	483	1493	Rhein	" 18	43	209
	" 18	123	945	Breslau	" 25	15	177
	" 26	13	692	Koeln			
	Oct. 4	113	1057	Brandenburg	Oct. 9	10	216
	" 9	29	610	Cassel	" 16	11	208
	" 11	97	1140	Hannover			
	" 17	50	915	Chemnitz			
	" 25	119	1220	Rhein	" 30	12	295
	" 31	98	1424	Breslau	Nov. 6	3	174
	Nov. 6	..	1183	Willehad	" 9	..	85
	" 8	37	388	Frankfurt			
	" 14	34	1587	Brandenburg	" 20	10	723
2016	" 22	110	1568	Cassel	" 27	39	466
	" 28	33	418	Hannover			
				Oldenburg	" 30	13	106
	Dec. 1	53	1652	Rhein			
	" 10	38	739	Koeln	Dec. 13	21	309
	" 16	43	642	Willehad	" 18	8	165
	" 21	31	632	Chemnitz			
	" 27	41	362	Brandenburg	" 31	11	91
	62 Trips	3789	64774	Totals	45 Trips	1591	5400

Petitioner's Exhibit 155 2017

Table XLIII.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III	
Jan. 10	23	541	Koeln	Jan. 19	11	30	
" 22	19	413	Chemnitz	" 31	7	12	
Feb. 13	14	334	Hannover	Feb 16	8	40	
Mar. 17	36	763	Koeln	Mar. 25	59	45	2018
Apr. 10	..	1006	Prof. Woermann	Apr. 15	50	53	
May 5	69	1358	Cassel	May 11	127	117	
" 20	51	956	Hannover	" 27	118	95	
June 10	61	964	Chemnitz	June 17	113	45	
" 30	44	812	Cassel	July 8	60	65	
July 14	35	583	Frankfurt	" 22	24	36	
Aug. 5	91	782	Hannover	Aug. 31	11	34	
" 24	92	526	Chemnitz	Sept. 9	12	20	
Sept. 14	102	436	Frankfurt	" 28	18	31	
Oct. 5	112	724	Koeln	Oct. 26	20	49	
" 26	85	676	Chemnitz	Nov. 9	16	27	
Nov. 18	57	1093	Frankfurt	" 26	2	60	
Dec. 7	71	1045	Hannover	Dec. 16	9	74	2019
" 29	25	591	Chemnitz				
18 Trips	987	13603	Totals	17 Trips	665	833	

2020 *Petitioner's Exhibit 155*

Table XLIV.

PRINCE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 15	..	410	Napolitan Prince	Feb 2	..	280
Feb. 7	..	572	Sicilian Prince	" 21	..	124
Mar. 29	9	400	Napolitan Prince	Apr. 4	..	27
Apr. 13	7	1025	Sicilian Prince	" 18	..	43
2021 May 15	14	1059	Napolitan Prince	May 25	..	136
June 3	10	865	Sicilian Prince	June 8	..	33
July 5	17	849	Napolitan Prince	July 12	..	435
" 22	4	283	Sicilian Prince	" 30	..	930
Sept. 15	24	622	Napolitan Prince	Sept. 21	..	1040
Oct. 6	13	672	Sicilian Prince	Oct. 12	1	634
Nov. 4	17	934	Napolitan Prince	Nov. 13	1	1088
" 28	22	673	Sicilian Prince	Dec. 5	1	1038
Dec. 28	22	319	Napolitan Prince			
13 Trips	159	8683	Totals	12 Trips	3	5808

Table XLV.

2022 RED STAR LINE.

NEW YORK—ANTWERP.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Kroonland	Jan. 2	24	29	464
				Vaderland	" 9	32	55	467
Jan. 9	34	86	240	Finland	" 16	15	67	663
" 17	..	..	374	Samland	" 23	..	..	177
" 21	21	125	729	Zeeland	" 30	28	62	611
" 29	10	114	923	Kroonland	Feb. 6	27	50	558

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2023

Feb.	10	..	80	731	Westernland	"	13	..	41	343
"	12	22	169	748	Finland	"	20	30	46	471
"	21	..	..	927	Samland	"	27	..	..	158
"	26	26	147	1309	Zeeland	Mar.	2	18	47	571
Mar.	5	21	172	1262	Kroonland	"	9	15	74	508
"	14	10	145	1339	Vaderland	"	18	22	87	448
"	19	10	133	1317	Finland	"	23	41	41	248
"	25	..	..	1191	Cambroman					
"	26	23	206	1343	Zeeland	"	30	62	35	323
Apr.	2	19	186	1306	Kroonland	Apr.	6	50	94	497
"	2	..	..	1781	Samland					
"	11	76	93	1327	Vaderland	"	14	40	113	414
"	16	19	155	1353	Finland	"	20	63	146	474
"	23	27	249	1331	Zeeland	"	27	110	235	472
"	30	34	260	1332	Kroonland	May	6	69	200	893
May	3	..	..	1175	Cambroman					
"	7	19	201	1327	Vaderland	"	11	60	149	529
"	13	47	263	1344	Finland	"	18	105	176	569
"	13	..	..	1784	Samland					
"	21	40	236	1319	Zeeland	"	25	155	188	557
"	28	37	241	1351	Kroonland	June	1	212	215	767
June	3	33	206	1388	Vaderland	"	8	191	200	687
"	12	23	252	1368	Finland	"	15	243	198	466
"	17	..	..	1267	Cambroman					
"	18	57	245	1383	Zeeland	"	22	219	202	457
"	27	..	..	1874	Samland	July	1	..	..	240
July	3	47	203	1355	Vaderland	"	6	214	202	714
"	9	40	180	1407	Kroonland	"	13	157	162	461
"	17	44	164	1407	Zeeland	"	20	196	158	547
"	24	78	177	1397	Finland	"	27	152	138	626
"	30	67	223	1203	Vaderland	Aug.	3	76	139	856
Aug.	6	99	222	1312	Kroonland	"	10	49	108	436
"	13	95	219	1224	Zeeland	"	17	64	98	564
"	20	203	213	1370	Finland	"	24	42	98	198
"	26	161	219	1307	Vaderland	"	31	22	71	167
Sept.	3	257	197	1381	Kroonland	Sept.	7	36	77	135
"	9	213	215	1343	Zeeland	"	14	31	65	103

2024

2025

2026 *Petitioner's Exhibit 155*

	" 16	243	200	1379	Finland	" 21	24	63	169
	" 23	203	221	1334	Vaderland	" 28	27	51	340
	" 30	215	199	1409	Kroonland	Oct. 5	47	60	454
	Oct. 8	146	226	1325	Zeeland	" 12	36	52	420
	" 14	202	189	1392	Finland	" 19	35	50	630
	" 22	105	221	1305	Vaderland	" 26	33	44	538
	" 29	99	241	1385	Kroonland	Nov. 6	50	82	876
	Nov. 6	..	..	1862	Samland	" 13	..	..	928
	" 11	80	259	1291	Zeeland	" 20	22	222	1343
	" 23	..	..	1249	Cambroman	" 27	..	..	639
	" 28	..	164	2002	Merion	Dec. 4	..	87	1476
2027	Dec. 3	92	259	1280	Vaderland	" 11	24	247	1318
	" 13	..	..	1074	Samland	" 18	..	..	1758
	" 24	27	63	427	Zeeland	" 28	7	102	1337
	55 Trips	3324	8438	69843	Totals	52 Trips	3175	5126	30065

Table XLVI.

RED STAR LINE.

PHILADELPHIA—ANTWERP—BOSTON.

	Boston Arrival	Westbound II	Steamer	Departure Phila.	Eastbound II	III
			Manitou	Jan. 5	3	
2028	Jan. 4	7	Menominee	" 20	2	
	" 23	10	Marquette	Feb. 1	2	
	Feb. 6	2	Manitou	" 15	13	
	Mar. 5	1	Marquette	Mar. 15	11	
	" 20	6	Manitou	" 29	8	
			Samland	Apr. 13	..	23
	Apr. 16	24	Marquette	" 26	102	
	" 29	13	Manitou	May 10	19	
	May 14	18	Menominee	" 24	73	
	" 27	29	Marquette	June 7	103	
	June 12	42	Manitou	" 21	104	
	" 25	41	Menominee	July 5	89	

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July 9	27	Marquette	" 19	115		
" 22	33	Manitou	Aug. 2	71		
		Samland	" 16	..	17	
Aug. 12	57	Menominee	" 23	37		
" 26	112	Marquette	Sept. 6	33		
Sept. 12	106	Manitou	" 20	12		
" 24	114	Menominee	Oct. 4	20		
Oct. 8	99	Marquette	" 18	5		
" 22	95	Manitou	Nov. 1	5		
Nov. 5	56	Menominee	" 15	1		
" 19	64	Marquette	" 29	10		
Dec. 4	12	Manitou	Dec. 13	7		2030
" 19	15	Menominee	" 28	2		
23 Trips	983	Totals	26 Trips	847	40	

Table XLVII.

RUSSIAN EAST ASIATIC S. S. CO.

NEW YORK—LIBAU.

				N. Y.	Eastbound		
Arrival	II	III	Steamer	Departure	II	III	
Feb. 10	3	234	Korea				
Mar. 26	4	537	Livonia				
May 26	14	1346	Korea	June 8	3	15	2031
June 10	4	1123	Arconia	" 15	4	51	
" 20	1	601	Livonia	" 24	4	41	
July 5	14	676	Estonia	July 10	7	260	
" 19	9	369	Lituania	" 25	7	205	
Aug. 2	25	363	Arconia	Aug. 10	7	263	
" 17	23	334	Korea	" 24	3	227	
" 30	35	758	Estonia	Sept. 5	4	302	
Sept. 13	24	839	Lituania	" 21	5	371	
Oct. 3	14	277	Arconia	Oct. 7	4	240	
" 13	34	399	Korea	" 18	2	316	
" 26	32	476	Estonia	" 30	2	350	

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Nov. 29	10	748	Arconia	Dec. 2	7	953
Dec. 8	35	551	Korea	" 14	8	825
" 22	5	370	Lituania	" 28	6	513
17 Trips	286	10001	Totals	15 Trips	73	4932

Table XLVIII.

RUSSIAN VOLUNTEER FLEET.

New York—Libau.

	N. Y.	Westbound				N. Y.	Eastbound		
2033	Arrival	I	II	III	Steamer	Departure	I	II	III
					Petersburg	Jan. 3	1	..	170
	Jan. 15	1	..	850	Smolensk	" 20	..	..	160
	Feb. 21	1	..	965	Petersburg	Feb. 26	1	..	207
	Mar. 12	..	..	1013	Smolensk	Mar. 16	2	..	255
	Apr. 12	..	..	982	Petersburg	Apr. 17	..	..	280
	May 2	7	..	1291	Smolensk	May 10	10	..	319
	" 30	..	62	1312	Moskova	June 5	4	39	405
	June 13	2	..	984	Petersburg	" 19	9	..	498
	" 27	4	..	1373	Smolensk	July 3	30	..	1107
	July 13	4	..	1000	Saratov	" 20	4	..	749
	" 24	3	48	967	Moskova	" 31	4	48	1294
	Aug. 8	7	..	884	Petersburg	Aug. 14	6	..	921
2034	" 23	6	..	1260	Smolensk	" 29	2	..	681
	Sept. 4	15	..	1001	Saratov	Sept 12	..	..	585
	" 18	23	144	1176	Moskova	" 25	2	10	879
	Oct. 2	12	..	745	Petersburg	Oct. 9	3	..	628
	" 17	7	..	838	Smolensk	" 23	..	..	651
	" 31	3	..	968	Saratov	Nov. 6	..	..	797
	Nov. 13	56	..	1023	Petersburg	" 20	..	26	964
	" 30	8	..	1005	Smolensk	Dec. 4	..	1	1409
	Dec. 13	..	19	813	Kherson	" 18	..	5	1300
	" 27	..	17	828	Saratov				
	21 Trips	159	290	21278	Totals	21 Trips	78	129	14259

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2035

Table XLIX.

SCANDINAVIAN-AMERICAN LINE.

NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamers	N. Y. Departure	Eastbound I	II	III
				United States	Jan. 3	5	24	96
Jan. 24	26	64	203	C. F. Tietgen	" 31	7	28	147
Feb. 6	19	96	245	Oscar II	Feb. 14	7	28	99
" 20	23	121	291	Hellig Olav	" 28	10	34	161
Mar. 6	23	114	483	United States	Mar. 14	12	42	122
" 14	6	53	365	C. F. Tietgen	" 21	7	25	61
" 21	4	103	699	Oscar II	" 28	17	31	118
Apr. 3	56	126	1175	Hellig Olav	Apr. 11	39	72	288
" 16	50	130	1133	United States	" 25	109	104	287
" 24	28	93	676	C. F. Tietgen	May 2	61	94	233
" 30	76	103	867	Oscar II	" 9	90	124	414
May 14	59	96	1054	Hellig Olav	" 23	116	105	832
" 27	61	105	948	United States	June 6	115	102	1013
June 4	16	83	338	C. F. Tietgen	" 13	117	138	330
" 11	41	101	523	Oscar II	" 20	105	109	528
" 26	46	99	578	Hellig Olav	July 4	109	101	685
July 9	41	94	476	United States	" 18	69	93	429
" 16	24	70	160	C. F. Tietgen	" 25	75	61	159
" 23	67	96	350	Oscar II	Aug. 1	81	90	224
Aug. 6	102	100	521	Hellig Olav	" 15	50	70	302
" 19	95	99	596	United States	" 29	29	61	296
" 27	135	87	348	C. F. Tietgen	Sept. 5	7	26	121
Sept. 3	112	109	765	Oscar II	" 12	23	39	199
" 17	115	106	1144	Hellig Olav	" 26	23	67	287
Oct. 1	122	109	1115	United States	Oct. 10	14	66	304
" 9	160	90	548	C. F. Tietgen	" 17	10	25	129
" 15	127	107	544	Oscar II	" 24	15	24	180
" 30	90	116	638	Hellig. Olav	Nov. 7	26	54	360
Nov. 12	89	105	1033	United States	" 21	27	61	475
" 21	34	77	212	C. F. Tietgen	" 30	14	56	562
" 27	32	101	307	Oscar II	Dec. 7	66	97	830
Dec. 11	27	108	243	Hellig Olav	" 19	11	26	314
" 26	13	73	105	United States				
32 Trips	1919	3134	18683	Totals	32 Trips	1466	2077	10585

2036

2037

2038 *Petitioner's Exhibit 155*

Table L.

SICULA-AMERICANA.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Eastbound Departure	III
Mar. 26	1	1689	Italia		
May 13	..	1771	Italia	May 21	104
July 3	..	1299	Italia	July 11	135
Aug. 8	17	791	San Giorgio	Aug. 17	282
" 27	..	810	Italia	Sept. 3	453
2039 Sept. 28	11	763	San Giorgio	Oct. 8	184
Oct. 18	..	534	Italia	" 23	364
" 31	24	559	San Giovanni	Nov. 5	938
Nov. 14	12	504	San Giorgio	" 23	1926
Dec. 7	..	172	Italia	Dec. 10	1466
" 8	4	199	San Giovanni	" 10	915
" 28	7	223	San Giorgio		
12 Trips	76	9314	Totals	10 Trips	6767

Table LI.

WHITE STAR LINE.

NEW YORK-LIVERPOOL.

2040

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Oceanic	Jan. 2	146	103	189
Jan. 3	45	57	269	Teutonic	" 9	86	83	198
" 11	145	127	287	Celtic				
" 17	37	71	252	Majestic	" 23	46	75	104
" 25	83	124	304	Arabic				
" 31	74	139	299	Teutonic	Feb. 6	98	59	153
Feb. 8	152	206	568	Baltic	" 13	140	93	169
" 15	70	134	370	Majestic	" 20	78	73	143

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"	20	122	209	613	Oceanic	"	27	163	104	193	
"	28	66	153	504	Teutonic	Mar.	6	59	56	171	
Mar.	8	130	347	1000	Baltic	"	13	163	84	188	
"	14	43	148	625	Majestic	"	20	38	57	183	
					Cedric	"	22	75	63	110	
"	21	114	264	1043	Oceanic	"	27	150	110	157	
"	28	49	210	966	Teutonic	Apr.	3	42	70	197	
Apr.	5	249	359	1881	Baltic	"	10	206	148	283	
"	11	37	191	639	Majestic	"	17	63	63	163	
"	15	129	291	1263	Cedric	"	19	272	90	183	
"	17	252	301	1093	Oceanic	"	24	251	152	271	
"	25	91	240	1002	Teutonic	May	1	89	130	247	2042
May	2	363	360	1931	Baltic	"	8	330	364	651	
"	9	39	207	643	Majestic	"	15	108	152	324	
"	12	127	161	2084	Cedric	"	17	261	200	447	
"	16	365	335	1802	Adriatic						
"	23	83	203	958	Teutonic						
					Celtic	"	31	248	253	900	
"	29	150	206	961	Oceanic						
June	6	63	148	613	Majestic						
"	8	161	200	791	Baltic	June	14	398	355	1042	
"	14	99	197	510	Cedric	"	20	332	333	636	
"	22	144	177	687	Celtic	"	27	322	255	865	
"	29	77	108	411	Arabic	July	4	248	270	614	
July	5	185	268	632	Baltic	"	11	308	355	924	
"	12	154	186	463	Cedric	"	18	324	327	459	2043
"	20	177	229	616	Celtic	"	25	302	286	460	
"	27	81	140	292	Arabic	Aug.	1	127	150	238	
Aug.	3	379	353	627	Baltic	"	8	164	214	460	
"	9	271	344	547	Cedric	"	15	97	123	267	
"	17	303	340	726	Celtic	"	22	112	142	325	
"	23	231	254	644	Arabic	"	29	50	58	112	
"	30	401	346	1390	Baltic	Sept.	5	101	126	271	
Sept.	6	337	336	807	Cedric	"	12	74	63	175	
"	13	315	363	1276	Celtic	"	19	55	60	165	
"	20	280	273	628	Arabic	"	26	40	47	110	

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	" 27	423	347	1901	Baltic	Oct. 3	131	116	335
	Oct. 4	324	329	930	Cedric	" 10	66	50	106
	" 11	234	366	679	Celtic	" 17	94	51	127
	" 19	90	267	378	Arabic	" 24	37	36	78
	" 26	227	362	980	Baltic	" 31	146	74	298
	Nov. 2	152	346	518	Cedric	Nov. 7	62	47	446
	" 8	177	222	527	Celtic	" 14	99	77	239
	" 16	134	172	769	Arabic	" 21	81	77	1125
	" 22	212	188	402	Baltic	" 28	101	104	1173
	" 30	85	65	352	Cedric	Dec. 5	69	100	1586
	Dec. 7	109	70	343	Celtic	" 12	155	232	1325
	" 15	43	59	577	Arabic	" 19	19	54	581
2045	" 21	186	100	245	Baltic	" 27	88	28	154
	" 29	44	40	179	Cedric				
	55 Trips	9113	12238	41807	Totals	51 Trips	7314	6798	20320

Table LII.

WHITE STAR LINE.

NEW YORK—SOUTHAMPTON.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
2046									Brit., Ital. Etc.,	Gr'ks.
					Adriatic	May 22	380	266	636	10
					Teutonic	" 29	117	113	99	..
					Oceanic	June 5	289	259	550	2
					Majestic	" 12	142	158	162	..
	June 13	325	332	1274	Adriatic	" 19	391	311	316	15
	" 20	85	99	248	Teutonic	" 26	211	165	100	..
	" 26	182	141	271	Oceanic	July 3	384	276	151	16
	July 4	58	99	193	Majestic	" 10	105	109	111	16
	" 11	355	318	318	Adriatic	" 17	422	208	151	24

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2047

"	18	76	133	293	Teutonic	"	24	133	97	130	17
"	24	208	214	303	Oceanic	"	31	248	104	155	25
Aug.	1	200	173	213	Majestic	Aug.	7	110	73	76	8
"	8	382	489	428	Adriatic	"	14	222	117	143	19
"	15	146	200	251	Teutonic	"	21	31	32	76	26
"	21	257	264	413	Oceanic	"	28	65	85	93	25
"	28	232	225	343	Majestic	Sept.	4	34	33	61	42
Sept.	5	389	501	935	Adriatic	"	11	165	135	132	25
"	11	282	166	393	Teutonic	"	18	45	46	44	28
"	18	396	249	646	Oceanic	"	25	91	67	94	28
"	26	225	256	395	Majestic	Oct.	2	53	35	103	17
Oct.	3	400	522	1114	Adriatic	"	9	300	66	94	26
"	10	145	290	412	Teutonic	"	16	37	21	40	16
"	16	201	294	545	Oceanic	"	23	107	44	77	26
"	24	69	356	294	Majestic	"	30	34	40	136	46
"	31	337	443	464	Adriatic	Nov.	6	288	91	167	31
Nov.	7	53	58	227	Teutonic	"	13	41	21	95	77
"	13	370	189	414	Oceanic	"	20	170	66	123	1063
"	21	75	65	207	Majestic	"	27	41	28	225	178
"	28	344	143	293	Adriatic	Dec.	4	233	132	1350	384
Dec.	5	44	26	114	Teutonic	"	11	59	91	550	251
"	12	233	69	151	Oceanic	"	17	161	206	873	338
"	19	104	236	464	Majestic	"	24	52	29	300	133
"	27	205	54	99	Adriatic						
29 Trips		6378	6604	11715	Totals	32 Trips		5161	3524	7413	2912
											7413

2048

2049

Total steerage, 10325

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Table LIII.

WHITE STAR LINE.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III Ital.	III Az.	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Az.
						Cedric	Jan. 5	420	..	711	..
						Celtic	" 19	421	..	368	..
2051	Feb. 11	62	200	1731	..	Cedric	Feb. 16	341	..	274	..
	" 26	64	118	1941	..	Celtic	Mar. 2	336	..	299	..
	Mar. 18	63	313	1990	..	Cedric					
	" 26	49	211	2112	..	Cretic	" 30	208	..	122	24
	" 31	131	356	2113	..	Celtic					
	Apr. 17	102	117	2212	..	Republic	Apr. 20	347	..	215	..
	May 3	84	225	2117	..	Cretic	May 9	246	..	120	10
	" 23	97	124	2041	230	Republic					
	June 15	63	200	1753	242	Cretic	June 20	284	..	234	17
						Romanic	July 15	225	..	466	92
	July 27	69	228	1551	186	Cretic	Aug. 1	58	134	791	40
	Sept. 21	236	48	1307	209	Cretic	Sept. 26	102	110	795	22
						Republic	Oct. 24	135	89	1300	64
2052	Nov. 1	129	221	951	151	Cretic	Nov. 7	83	137	2089	..
	" 24	77	219	606	..	Republic	" 30	116	179	2133	53
	Dec. 8	49	170	513	..	Cretic	Dec. 11	89	163	2093	..
	14 Trips	1275	2750	22938	1018	Totals	15 Trips	3411	812	12010	322
					22938						12010
					23956						12332

Total steerage, 23956

Total steerage, 12332

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Table LIV.

WHITE STAR LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Jan. 13	27	48	236	Cymric	Jan. 17	27	22	81
Feb. 18	20	51	316	Cymric	Feb. 21	27	26	63
Mar. 25	34	80	1078	Cymric	Mar. 30	90	7	78
Apr. 22	43	79	1319	Cymric	Apr. 26	90	..	144
May 4	106	271	1072	Arabic	May 9	75	173	255
" 20	61	..	1286	Cymric	" 23	49	..	243
				Republic	" 30	94	113	223
June 1	111	243	496	Arabic	June 6	187	228	716
" 14	76	..	767	Cymric	" 19	217	..	400
" 27	128	235	376	Republic	July 3	249	212	482
July 12	88	..	668	Cymric	" 17	168	..	333
" 25	119	273	333	Republic	" 31	113	145	314
Aug. 9	164	..	542	Cymric	Aug. 14	69	..	266
" 22	208	249	633	Republic	" 28	34	64	176
Sept. 6	209	..	844	Cymric	Sept. 11	55	..	156
" 19	252	231	770	Republic	" 25	42	59	149
Oct. 4	146	..	1063	Cymric	Oct. 9	37	42	148
" 17	105	322	601	Republic				
Nov. 2	91	..	700	Cymric	Nov. 6	29	60	175
" 29	38	..	454	Cymric	Dec. 5	18	..	869
19 Trips	2026	2082	13554	Totals	19 Trips	1670	1151	5271

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Table LV.

WHITE STAR LINE.

Boston—Mediterranean.

Boston Arrival	Westbound I	II	III Ital.	III Az.	Steamer	Boston Departure	Eastbound. I	II	III Ital.	III Az
Jan. 9	29	97	753	276	Canopic	Jan. 12	207	..	339	132
" 24	26	95	686	86	Republic	Feb. 2	345	..	194	79
2057 Feb. 19	25	90	822	290	Canopic	" 23	197	..	146	79
Mar. 11	54	207	1912	337	Republic	Mar. 16	306	..	227	184
Apr. 7	37	179	1314	203	Canopic	Apr. 10	274	..	251	156
" 22	77	111	1355	223	Romanic	" 27	314	..	181	224
May 13	65	124	1315	219	Canopic	May '18	240	..	224	97
June 3	89	105	1455	203	Romanic	June 8	312	..	542	106
" 24	56	183	1196	284	Canopic	" 29	382	..	392	145
July 8	38	171	1254	381	Romanic					
Aug. 2	75	123	905	359	Canopic	Aug. 10	41	73	640	314
Sept. 5	202	175	1146	206	Romanic	Sept. 14	43	80	971	298
" 30	176	167	1152	251	Canopic	Oct. 5	73	132	619	209
Oct. 21	72	168	886	303	Romanic	" 26	71	66	1148	220
Nov. 11	76	168	838	214	Canopic	Nov. 16	115	128	1261	162
" 28	56	126	549	182	Romanic	Dec. 5	42	125	1465	107
2058										
16 Trips	1153	2289	17538	4017	Totals	15 Trips	2962	604	8600	2512
				17538						8600
	Total steerage,			21555			Total steerage,			11112

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Table LVI.

MISCELLANEOUS TABLE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III
Jan. 16	..	..	85	Massilia (Fabre, Marseilles)				
" 26	..	..	84	Gallia (Fabre, Marseilles)				
				Arabic (Clark's Oriental Cruise)	Feb. 7	639	..	..
Feb. 21	..	..	113	Neustria (Fabre, Marseilles)				
" 21	..	22	220	Gregory Morch (R's'n-Odessa Line)	Mar. 3	..	..	33
Mar. 12	..	..	134	Massilia (Fabre, Marseilles)				
Apr. 20	..	..	425	Neustria (Fabre, Marseilles)				
				Neckar (Clark's Oriental Cruise)	Apr. 27	..	149	..
" 27	..	..	496	America (Fabre, Marseilles)				
July 9	5	..	142	America (Fabre, Marseilles)				
Aug. 21	1	..	74	Gallia (Fabre, Marseilles)				
Sept. 2	2	..	37	America (Fabre, Marseilles)				
Nov. 1	2	..	102	Gallia (Fabre, Marseilles)				
11 Trips	10	22	1912	Totals	3 Trips	639	149	33

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For Private Circulation Only

1908

No. 10

Report of the

TRANS-ATLANTIC PASSENGER

MOVEMENT,

Calendar Year 1908.

2063

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

New York, December, 1909.

2064

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Table I.

Totals by Lines and Ports, Also 1907 Grand Totals.

NEW YORK.

	Westbound					Eastbound			
	I	II	III	Trips		Trips	I	II	III
	3615	5528	6985	49	American (Southampton)	49	2633	3445	23893
	2016	9249	8439	46	Anchor (Glasgow)	46	2095	5053	12174
	54	....	2704	14	" (Medit.)	13	53	....	6475
	3180	....	....	42	Atlantic Transport (London)	42	3063	....	....
2075	353	1640	7118	32	Austro-Amer. (Medit.-Adriat.)	34	282	683	25457
	190	167	664	12	Co. Trasatlantica (Spain-Med.)	12	197	125	4341
	12893	17650	32396	80	Cunard (Liverpool)	80	11783	13493	33688
	877	1646	13823	27	" (Medit.-Adriatic)	26	2784	965	26658
	371	....	6315	25	Fabre (Medit.)	29	455	....	21596
	4557	8157	24003	69	French (Havre)	72	4513	5837	37124
	1062	1243	1272	7	Hamburg, Express (Hamburg)	7	1163	1079	1649
	10595	12790	36599	70	" Regular (")	70	9987	10338	36972
	514	885	3822	12	" (Medit.)	12	1556	740	9670
	226	....	998	6	Hellenic (Greece, Italy)	6	207	....	5088
	4104	7023	11436	42	Holland (Rotterdam)	42	3663	4350	20605
	91	....	514	3	Ins. Nav. Co. (Azores-Lisbon)	3	33	....	289
	312	....	3073	8	Italia (Medit.)	6	147	....	5632
2076	738	....	5049	13	La Veloce (Medit.)	13	408	180	12466
	224	....	5902	13	Lloyd Italiano (Medit.)	13	91	....	12967
	491	564	4899	13	Lloyd Sabuado (Medit.)	14	591	284	17318
	452	416	9314	18	Navigazione (Medit.)	17	391	305	23273
	7	12	278	6	N. Y. Cont. (Hamburg, etc.)	6	12	27	2789
	11080	8821	12705	43	N. Ger. Lloyd Exp. (Bremen)	43	9825	7151	20788
	3175	9917	26014	56	" " " Reg. (")	45	3105	5133	31257
	2624	4138	8536	30	" " " (Medit.)	30	3471	2278	29436
	49	....	441	3	Prince (Medit.)	4	11	....	2371
	2566	6514	21804	53	Red Star (Antwerp)	53	2836	4725	20448
	20	335	6196	17	Russian-American (Libau, etc.)	17	38	282	8082
	....	125	3537	8	Russian Vol. Fleet (Libau, etc.)	9	....	162	8072

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2077

1021	2752	9268	28	Scandinavian-Am. (Scand.)	29	972	1860	13498
263	.....	3920	16	Sicula-Americana (Medit.)	17	230	.....	21600
6872	9081	13674	45	White Star (Liverpool)	45	6161	6659	21350
7448	6820	10121	49	" " (Southampton)	50	6644	4403	24282
1193	1244	4762	13	" " (Medit.)	13	2967	486	12971
6	.....	132	7	Miscellaneous (Medit.)	1	648	.....	.....
83239	116717	306713	975	Totals	968	83015	80043	563279

CANADIAN PORTS.

2078

2998	10601	16112	47	Allan (Liverpool)	47	2250	4317	13787
760	4615	3572	34	" (Glasgow)	32	596	1251	1765
.....	1687	2473	24	" (London)	24	.....	819	580
393	448	1225	23	" (Liverpool-Halifax)	23	335	130	173
3803	10659	20282	50	C. P. Ry. Atl. Service (L'pool)...	50	3245	5907	20879
.....	116	11520	38	" " " (Ant'p-L'd'n)	18	.....	99	93
511	4507	11268	37	Dominion (Liverpool)	37	312	2518	3505
.....	1672	1165	37	Donaldson (Glasgow)	36	.....	512	179
.....	.....	909	3	Hansa (Hamburg)	...	.....	.....	.....
8465	34305	68526	293	Totals	267	6738	15553	40961

BOSTON.

2079

26	2060	2090	24	Allan (Glasgow)	25	12	787	1044
.....	.....	.....	...	Austro-Amer. (Medit.-Adriat.) ..	3	14	18	1804
1643	4872	11356	25	Cunard (Liverpool)	25	1319	2922	9023
812	.....	.....	23	Leyland (Liverpool)	23	602	.....	.....
.....	854	.....	22	Red Star (Antwerp)	...	.....	.....	.....
.....	.....	.....	...	Sicula Americana (Medit.)	1	1	.....	75
1558	1386	6862	18	White Star (Liverpool)	18	1293	746	5823
1145	1553	8182	15	" " (Medit. Azores)	16	2303	506	16233
5184	10725	28490	127	Total	111	5544	4979	34002

(Concluded on next page.)

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Table I—Concluded.

Totals by Lines and Ports, Also 1907 Grand Totals.

(Continued from preceding page.)

Westbound I	Westbound II	Westbound III	Westbound Trips	Philadelphia.	Eastbound Trips	Eastbound I	Eastbound II	Eastbound III
	3484	7454	33	American (Liverpool)	32	.....	2938	5292
3	.....	112	1	Italia (Medit.)	9	36	.....	9553
.....	.....	.....	....	Navigazione (Medit.)	1	.....	6	834
.....	.....	.....	....	Red Star (Antwerp)	23	.....	882	.....
2081 3	3484	7566	34	Totals	65	36	3826	15679
				Baltimore.				
.....	1593	8223	35	N. Ger. Lloyd (Bremen)	28	.....	1874	5593
				New Orleans.				
20	225	225	7	Austro-Amer. (Medit.-Adriat.)	7	36	143	663
	.....	2	2	French (Havre)	10	65	.....	77
	..	.....	52	Leyland (Lpl.-Ldn.-Havre, etc.)	29	195	.....	.....
.....	32	588	2	Navigazione (Medit.)	2	.....	49	611
2082 389	257	815	63	Totals	48	296	192	1351
				Galveston.				
.....	576	2376	12	N. Ger. Lloyd (Bremen)	14	.....	352	1059
[illegible]	[illegible]	122709	1539	Grand Totals, 1908	1501	95629	106819	661924
110118	229311	1386307	1759	Grand Totals, 1907	1575	101709	109951	560914

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Table II.

Division by Groups of Lines.

BRITISH.

Westbound					Eastbound			
I	II	III	Trips		Trips	I	II	III
2998	10601	16112	47	Allan (Mont.-Liverpool)	47	2250	4317	13787
760	4615	3572	34	" (Mont.-Glasgow)	32	596	1251	1765
....	1687	2473	24	" (Mont.-London)	24	....	819	580
26	2060	2090	24	" (Boston Glasgow)	25	12	787	1044
393	448	1225	23	" (Liverpool-Halifax)	23	335	130	173
3615	5528	6985	49	American (N. Y.-Southampton)	49	2633	3445	14606
....	3484	7454	33	" (Phil.-Liverpool)	32	....	2938	5292
2016	9249	8439	46	Anchor (N. Y.-Glasgow)	46	2095	5053	12174
3180	....	....	42	At. Transport (N. Y. London)	42	3063	....	....
3803	10659	20282	50	C. P. Ry. Atl. Ser. (Q'bec-L'p'l)	50	3245	5907	20879
....	....	....	..	" " " (Q'bec-L'd'n)	18	....	99	93
12893	17650	32396	80	Cunard (N. Y.-Liverpool)	80	11783	13493	33688
1643	4872	11356	25	Cunard (Boston Liverpool)	25	1319	2922	9023
511	4507	11268	37	Dominion (Mont.-Liverpool)	37	312	2518	3505
....	1672	1165	37	Donaldson (Mont.-Glasgow)	36	....	512	179
812	....	....	23	Leyland (Boston-Liverpool)	23	602	....	....
369	....	....	52	" (N. O.-L'pool-L'd'n, etc.)	29	195	....	....
1021	2752	9268	28	Scand.-Am. (N. Y.-Scand.)	29	972	1860	13498
6872	9081	13674	45	White Star (N. Y.-Liverpool)	45	6161	6659	21350
7448	6820	10121	49	" " (N. Y.-South'pton)	50	6644	4403	21679
1558	1386	6862	18	" " (Bost.-Liverpool)	18	1293	746	5823
49918	97071	164742	766	Totals	760	43510	57859	179138

2084

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CONTINENTAL.

	*	*	4646	28	Austro-Amer. (N. Y.-Adriatic)	34	*	*	14046
	....	....	....	..	" " (Bost.-Adriatic)	3	*	*	15
	*	*	140	5	" " (N. O.-Adriatic)	5	*	*	84
	....	116	11520	38	C. P. Ry. At. Ser. (Antw'p-Q.bec)	..	....	....	....
	*	*	13823	27	Cunard (N. Y.-Adriatic)	24	*	*	10022
	4557	8157	24003	69	French (N. Y.-Havre)	72	4513	5837	15473
	....	....	2	2	" (N. O.-Havre)	10	65	....	77
	1062	1243	1272	7	Hamburg Exp. (N. Y.-H'burg)	7	1163	1079	1649
	10595	12790	36599	70	" Reg. (" ")	70	9987	10338	30972
	....	....	909	3	" Hansa (H'b'g-H'f'x)	..	....	....	....
2087	4104	7023	11436	42	Holland (N. Y.-Rotterdam)	42	3663	4350	20605
	....	....	....	..	Italia (N. Y. via Genoa)	6	....	....	1952
	....	....	....	..	" (Phila. via Genoa)	9	....	....	1254
	....	....	....	..	La Veloce (N. Y. via Genoa)	9	....	....	2792
	....	....	....	..	Lloyd Italiano (N. Y. via Genoa)	10	....	....	3541
	....	....	....	..	Lloyd Sabaudo (N. Y. via Genoa)	11	....	....	1777
	....	....	....	..	Navigazione (N. Y. via Genoa)	11	....	....	3980
	....	....	....	..	" (Phila. via Genoa)	1	....	....	44
	7	12	278	6	N. Y. & Cont. (N. Y.-Libau, etc)	6	12	27	2789
	11080	8821	12705	43	N. Ger. Lloyd Exp. (N. Y.-B'm)	43	9825	7151	20788
	3175	9917	26014	56	" " Reg. (N. Y.-B'm)	45	3105	5133	31257
	....	1593	8223	35	" " (Balt.-Bremen)	28	....	1874	5593
	....	576	2376	12	" " (Galv.-Bremen)	14	....	352	1059
2088	2566	6514	21804	53	Red Star (N. Y.-Antwerp)	53	2836	4725	29448
	....	854	....	22	" " (Phil.-Ant'p-Bost.)	23	....	882	....
	20	335	6196	17	Russian-Am. (N. Y.-Libau, etc.)	17	38	282	8082
	....	125	3537	8	Russ. Vol. Flt. (N. Y.-Libau, etc.)	9	....	162	8072
	....	....	....	..	Sicula-Am. (N. Y. via Genoa)	12	....	....	2330
	37166	58076	185483	543	Totals	574	35207	42192	223701

* Austro-Americana and Cunard Line. Medit-Adriatic, I and II Class not subdivided, totals shown under head "Mediterranean." (Concluded on next page.)

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TRANS-ATLANTIC PASSENGER MOVEMENT,
1908.

Table II—Concluded.

Division by Groups of Lines.

(Concluded from preceding page.)

Westbound				Mediterranean.	Eastbound.			
I	II	III	Trips		Trips	I	II	III
				American (N. Y.-Med., via C'b'g)	49	.....	....	9287
54	.....	2704	14	Anchor (N. Y.-Medit.)	13	53	....	6475
353	1640	2472	32	Austro-Am. (N. Y.-Med.-Adr.)	34	282	683	11411
20	225	85	7	" " (N. O.-Med.-Adr.)	7	36	143	579
.....	.....	.....	...	" " (Bost.-Med.-Adr.)	3	14	18	1789
190	167	608	12	Co. Transatlantica (N. Y.-Med.)	12	197	125	3861
877	1646	.....	27	*Cunard (N. Y.-Medit.-Adriat.)	26	2784	965	16636
371	.....	6315	25	Fabre (N. Y.-Medit.)	29	455	....	21596
.....	.....	.....	...	French (N. Y.-Med., via Havre)	67	.....	....	21651
514	885	3822	12	Hamburg (N. Y.-Medit.)	12	1556	740	9670
226	.....	998	6	Hellenic (N. Y.-Greece. Italy)	6	207	....	5088
3	.....	112	1	Italia (Phila.-Medit.)	9	36	....	8299
312	.....	3073	8	" (N. Y.-Medit.)	6	147	....	3680
738	.....	5049	13	La Veloce (N. Y.-Medit.)	13	408	180	9674
224	.....	5902	13	Lloyd-Italiano (N. Y.-Medit.)	13	91	....	9426
491	564	4899	13	Lloyd Sabaudo (N. Y.-Medit.)	14	591	284	15541
452	416	9314	18	Navigazione (N. Y.-Medit.)	17	391	305	19293
.....	32	588	2	" (N. O.-Medit.)	2	.....	49	611
.....	.....	.....	...	" (Phila.-Medit.)	1	.....	6	790
2624	4138	8536	30	N. Ger. Lloyd (N. Y.-Medit.)	30	3471	2278	29436
49	.....	441	3	Prince (N. Y.-Medit.)	4	11	....	2295
263	.....	3920	16	Sicula Amer. (N. Y.-Medit.)	17	230	....	19270
.....	.....	.....	...	" " (Bost.-Medit.)	1	1	....	62
1145	1553	6066	15	White Star (Bost-Medit.)	16	2303	506	12815
1193	1244	4289	13	" " (N. Y.-Medit.)	13	2967	486	12502
				" " (N. Y.-Med., v. C'b'g)	50	.....	....	2603
6	.....	132	7	Miscellaneous (N. Y.-Medit.)	1	648	....	.....
10105	12510	69325	287	Totals	465	16879	6768	254340

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MISCELLANEOUS.

...	.....	56	11	Co. Trasatlantica (N. Y.-Spain)	12	.....	....	480
91	.....	514	3	I, Nav. Co. (N. Y.-Azores, Lisbon)	3	33	....	289
...	.....	.....	...	Prince (N. Y.-Azores)	4	.....	....	76
...	.....	.....	...	Sicula Amer. (Bost.-Azores)	1	.....	....	13
...	.....	2116	15	White Star (Bost.-Azores)	15	.....	....	3418
...	.....	473	6	" " (N. Y.-Azores)	12	.....	....	469
91	.....	3159	35	Totals	47	33	....	4745

TRANS-ATLANTIC PASSENGER MOVEMENT.

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1908.

Table III.

ALLAN LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N.B. (WINTER) LIVERPOOL
HALIFAX (WINTER)

Mont., Q'bec. St. John Halifax Arrival	Westbound I	II	III	Steamer	Mont. Q'bec. St. John Halifax Departure	Eastbound I	II	III
				Tunisian	Jan. 4	18	75	271
2094 Jan. 12	15	45	154	Ionian	" 19	16	50	357
" 25	19	68	139	Grampian	Feb. 2	21	36	337
Feb. 8	22	78	160	Tunisian	" 16	20	51	475
" 22	21	165	245	Corsican	" 29	13	51	341
" 29	5	79	252	Grampian	Mar. 7	2	13	122
Mar. 6	35	225	228	Virginian	" 14	29	39	200
" 14	38	179	344	Tunisian	" 21	6	34	139
" 20	39	358	442	Victorian	" 28	24	53	209
" 28	25	460	823	Corsican	Apr. 4	10	25	189
Apr. 4	60	506	958	Virginian	" 11	19	42	249
" 10	14	323	755	Tunisian	" 18	4	21	51
" 17	51	327	707	Victorian	" 25	36	54	176

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"	26	29	455	857	Corsican	May 2	43	129	322
May	2	79	472	694	Virginian	" 8	49	104	280
"	8	39	329	727	Tunisian	" 15	57	54	135
"	16	81	454	452	Victorian	" 24	69	118	343
"	23	39	293	532	Corsican	" 29	49	65	131
"	29	84	350	494	Virginian	June 5	124	148	376
June	5	51	263	434	Tunisian	" 12	104	126	192
"	12	76	292	365	Victorian	" 19	166	187	323
"	19	36	186	343	Corsican	" 26	116	151	179
"	26	66	258	324	Virginian	July 3	114	232	374
July	3	50	137	256	Tunisian	" 10	36	93	174
"	9	92	193	284	Victorian	" 17	140	127	326
"	16	61	173	244	Corsican	" 24	18	80	190
"	23	76	212	300	Virginian	" 31	89	146	323
"	30	74	168	339	Tunisian	Aug. 8	29	53	155
Aug.	6	211	289	317	Victorian	" 14	92	110	340
"	13	79	244	200	Corsican	" 21	24	57	161
"	20	218	256	316	Virginian	" 28	64	105	326
"	29	131	246	177	Tunisian	Sept. 4	31	69	142
Sept.	3	215	348	326	Victorian	" 11	108	111	256
"	10	152	305	251	Corsican	" 19	46	100	206
"	18	172	319	301	Virginian	" 29	73	126	415
"	24	68	218	182	Tunisian	Oct. 2	22	72	186
Oct.	1	157	260	262	Victorian	" 9	52	78	455
"	8	43	192	173	Corsican	" 16	14	38	257
"	18	62	160	201	Virginian	" 28	38	88	431
"	22	37	145	201	Tunisian	" 30	18	62	203
"	29	52	97	168	Victorian	Nov. 6	70	117	564
					Grampian	" 13	26	256	222
Nov.	10	4	84	171	Pretorian				
"	13	40	156	206	Corsican	" 20	41	149	804
"	19	10	45	134	Tunisian	" 28	22	33	301
"	27	23	61	131	Victorian	Dec. 6	48	189	811
Dec.	3	9	40	161	Grampian	" 12	16	120	379
"	13	18	55	220	Corsican	" 19	24	80	398
"	26	20	33	162	Tunisian				
47 Trips		2998	10601	16112	Totals	47 Trips		2250	4317 13787

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2096

2097

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Table IV.

ALLAN LINE.

MONTREAL, QUEBEC, PORTLAND—GLASGOW.

Mont., Q'bec. Portland Arrival	Westbound I	II	III	Steamer	Mont., Q'bec. Portland Departure	Eastbound I	II	III
Mar. 1	..	42	43	Numidian	Mar. 7	..	2	3
" 26	..	62	76	Sicilian	Apr. 2	..	7	6
2099 Apr. 7	..	123	368	Ionian	" 16	2	4	14
" 30	..	252	135	Corinthian				
May 6	10	338	213	Hesperian	May 10	23	64	78
" 10	..	190	297	Ionian	" 17	10	15	36
" 18	34	262	196	Grampian	" 24	20	57	78
" 25	2	148	60	Pretorian	" 30	8	29	31
" 31	23	271	208	Hesperian	June 6	15	106	47
June 7	12	242	205	Ionian	" 13	13	53	27
" 14	12	252	207	Grampian	" 20	141	101	61
" 21	2	83	71	Pretorian	" 27	40	50	41
" 28	28	106	133	Hesperian	July 4	65	100	105
July 5	6	108	120	Ionian	" 11	21	72	61
" 11	43	113	94	Grampian	" 18	41	62	58
2100 " 19	3	48	49	Pretorian	" 25	14	32	43
" 24	28	117	94	Hesperian	Aug. 1	27	48	51
Aug. 2	23	75	61	Ionian	" 8	17	29	54
" 10	42	112	84	Grampian	" 15	19	44	65
" 16	15	71	46	Pretorian	" 22	6	25	41
" 23	98	168	85	Hesperian	" 29	21	40	79
" 30	59	158	33	Ionian	Sept. 5	12	25	45
Sept. 6	121	219	118	Grampian	" 12	14	47	65
" 13	19	82	27	Pretorian	" 19	2	36	28
" 20	65	144	77	Hesperian	" 30	2	2	5
" 27	11	95	33	Ionian	Oct. 3	20	41	49
Oct. 4	36	123	118	Grampian	" 10	19	31	85

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" 11	3	51	41	Pretorian	" 18	2	22	64
" 20	23	90	62	Hesperian	" 27	15	14	86
" 25	8	68	33	Ionian	" 31	4	15	68
" 30	27	280	47	Grampian				
Nov. 10	3	40	40	Pretorian	Nov. 14	2	32	93
" 18	..	74	70	Numidian	" 22	..	33	142
Dec. 9	4	8	28	Ionian	Dec. 16	1	13	56
34 Trips	760	4615	3572	Totals	32 Trips	596	1251	1765

TRANS-ATLANTIC PASSENGER MOVEMENT, 1908.

Table V.

ALLAN LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER)
HALIFAX (WINTER)

HAVRE, LONDON

Mont., Q'bec. St. John Halifax Arrival	Westbound II Havre	Westbound III Havre	Westbound II London	Westbound III London	Steamer
					Pomeranian
Jan. 31	11	26	6	23	Sardinian
Feb. 26	14	69	5	7	Pomeranian
Mar. 19	10	107	13	131	Sardinian
Apr. 9	46	196	40	82	Pomeranian
					Corinthian
May 8	49	173	36	101	Sardinian
" 12	63	71	62	28	Parisian
" 21	2	50	..	93	Pomeranian
" 26	25	61	41	63	Sicilian
June 12	19	71	75	64	Corinthian

Mont., Q'bec. St. John Halifax Departure	Eastbound II Havre	Eastbound III Havre	Eastbound II London	Eastbound III London
Jan. 11	4	19	..	2
Feb. 8	2	..	..	5
Mar. 7	4	9	..	..
" 28	3	1	..	5
Apr. 16	2	2	..	..
May 9	22	16	24	8
" 15	6	9	2	5
" 20	27	12	28	9
" 30	13	8	6	9
June 6	18	17	47	9
" 20	28	20	51	12

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	" 15	19	55	41	41	Parisian	" 27	50	5	74	7
	" 28	13	48	30	22	Sardinian	July 4	4	6	49	11
	July 7	61	112	52	40	Sicilian	" 18	20	12	38	7
	" 21	28	44	49	20	Corinthian	Aug. 1	19	20	46	15
	" 29	3	32	22	24	Pomeranian	" 9	6	20	3	12
	Aug. 5	56	26	21	53	Sardinian	" 16	18	21	24	9
	" 18	75	57	76	26	Sicilian	" 29	21	21	24	27
	Sept. 3	79	62	124	33	Corinthian					
	" 13	49	42	145	34	Parisian	Sept. 29	22	16	28	11
	" 30	42	31	25	20	Sicilian	Oct. 10	18	26	11	19
	Oct. 17	33	50	34	18	Sardinian	" 26	4	30	14	20
	" 29	23	28	6	11	Pomeranian	Nov. 7	16	50	11	18
2105	Nov. 12	20	28	26	29	Corinthian	" 20	8	16	..	..
	Dec. 11	2	49	7	12	Sardinian	Dec. 19	3	1	1	3
	" 31	3	10	6	..	Pomeranian					
	24 Trips	745	1498	942	975	Totals	24 Trips	338	357	481	223
				745	1498					338	357
				1687	2473	Grand Totals				819	580

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TRANS-ATLANTIC PASSENGER MOVEMENT,
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Table VI.

ALLAN LINE.

BOSTON—GLASGOW.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Jan. 2	..	19	61	*Carthaginian	Jan. 11	..	4	18
				Numidian	" 25	..	2	27
" 25	..	55	72	*Corinthian	Feb. 2	..	6	40
Feb. 6	..	48	28	*Laurentian	" 15	..	9	30
" 19	..	43	30	*Mongolian	" 28	..	4	16
Mar. 4	..	69	84	*Corinthian	Mar. 13	..	12	7
" 18	..	87	68	*Laurentian	" 25	..	8	19
Apr. 2	..	227	156	*Pretorian	Apr. 9	2	18	46
" 13	20	279	464	*Grampian	" 23	7	31	30
" 26	..	67	65	Numidian	May 5	..	19	10
May 12	..	81	221	Laurentian	" 20	..	36	43
" 31	..	81	148	Numidian	June 5	..	64	48
June 16	..	48	69	Laurentian	" 19	..	133	46
" 30	..	35	37	Numidian	July 3	..	159	38
July 13	..	36	43	Laurentian	" 17	..	115	17
" 27	..	51	32	Numidian	" 31	..	29	24
Aug. 10	..	43	48	Laurentian	Aug. 14	..	29	14
" 24	..	103	58	Numidian	" 28	..	14	30
Sept. 7	..	217	69	Laurentian	Sept. 11	..	20	13
" 22	..	190	87	Numidian	" 25	..	7	12
Oct. 5	..	97	61	Laurentian	Oct. 9	..	8	21
" 20	..	59	47	Numidian	" 23	..	6	11
Nov. 4	..	52	37	Laurentian*	Nov. 7	..	14	22
Dec. 1	6	52	74	Hesperian*	Dec. 10	3	36	444
" 18	..	21	31	Laurentian*	" 24	..	4	18
24 Trips	26	2060	2090	Totals	25 Trips	12	787	1044

* Including passengers landed westbound and embarked eastbound at Halifax.

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Table VII.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
	Jan. 3	1	13	35	Mongolian	Jan. 25	25	5	4
	" 16	14	9	8	Numidian	" 29	16	1	..
	" 3	6	16	176	Sicilian	" 31	10	1	2
2111	Feb. 6	..	8	17	Siberian				
	" 16	..	25	115	Pretorian	Feb. 27	..	1	..
					Carthaginian	Mar. 14	..	1	..
	Apr. 21	14	8	10	Carthaginian	May 1	29	2	1
	" 26	9	18	17	Siberian	" 15	5	9	1
	May 14	17	15	79	Mongolian	" 29	25	2	3
	" 30	10	19	208	Carthaginian	June 11	24	5	14
	June 13	19	24	49	Siberian	" 29	23	7	5
	" 25	15	25	42	Mongolian	July 9	26	15	1
	July 7	48	40	55	Carthaginian	" 24	17	17	11
	" 22	16	14	50	Siberian	Aug. 7	20	2	18
	Aug. 6	44	42	46	Mongolian	" 22	13	3	4
	" 17	50	28	87	Carthaginian	Sept. 4	23	..	..
2112	Sept. 4	25	15	57	Siberian	" 12	12	2	4
	" 17	40	50	31	Mongolian	Oct. 5	9	7	9
	Oct. 1	18	30	37	Carthaginian	" 16	11	13	2
	" 16	17	13	37	Siberian	Nov. 2	5	7	11
	" 30	14	20	17	Mongolian	" 13	24	7	4
	Nov. 12	9	9	37	Carthaginian	" 26	12	2	7
	Dec. 1	5	6	8	Siberian	Dec. 17	4	6	15
	" 16	2	1	7	Mongolian	" 29	2	15	57
	23 Trips	393	448	1225	Totals	23 Trips	335	130	173

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1908.

Table VIII.

AMERICAN LINE.

NEW YORK—SOUTHAMPTON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit., Etc.	III Ital. Grks.	
				St. Louis	Jan. 4	37	40	303	117	2114
Jan. 5	48	34	103	Philadelphia	" 11	68	56	265	382	
" 11	28	47	111	St. Paul	" 18	66	134	661	259	
" 19	37	32	117	New York	" 25	34	152	774	61	
" 27	43	68	103	St. Louis	Feb. 1	38	46	688	211	
Feb. 2	40	78	110	Philadelphia	" 8	35	99	516	306	
" 9	28	69	129	St. Paul	" 15	50	42	457	173	
" 16	66	108	240	New York	" 22	42	51	616	258	
" 23	19	77	190	St. Louis	" 29	25	31	576	159	
" 29	26	121	197	Philadelphia	Mar. 7	13	44	443	185	
Mar. 8	47	82	150	St. Paul	" 14	30	35	235	297	
" 15	46	79	203	New York	" 21	23	61	338	377	
" 21	47	88	218	St. Louis	" 28	51	51	430	294	
" 29	36	116	202	Philadelphia	Apr. 4	31	56	406	439	2115
Apr. 6	61	80	302	St. Paul	" 11	32	75	304	365	
" 12	33	86	282	New York	" 18	34	36	184	104	
" 19	26	117	149	St. Louis	" 25	80	85	176	53	
" 25	31	79	117	Philadelphia	May 2	48	82	91	46	
May 9	31	80	82	New York	" 16	67	80	91	84	
" 17	51	76	166	St. Louis	" 23	113	106	436	122	
" 23	15	85	127	Philadelphia	" 30	118	115	295	131	
June 6	44	95	160	New York	June 13	110	125	200	144	
" 13	35	102	121	St. Louis	" 20	141	132	126	58	
" 20	37	97	65	Philadelphia	" 27	267	183	173	126	
" 27	46	83	90	St. Paul	July 4	172	184	347	118	
July 4	46	99	97	New York	" 11	85	143	305	107	

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	" 12	57	137	105	St. Louis	" 18	146	97	280	144
	" 25	56	115	91	Philadelphia	Aug. 1	66	76	180	150
	Aug. 1	106	139	118	St. Paul	" 8	65	68	233	164
	" 8	123	109	99	New York	" 15	44	51	138	157
	" 15	136	120	104	St. Louis	" 22	38	61	193	162
	" 22	106	199	114	Philadelphia	" 29	13	23	157	199
	" 29	266	187	124	St. Paul	Sept. 5	25	67	161	134
	Sept. 5	293	252	145	New York	" 12	20	43	116	135
	" 12	323	194	153	St. Louis	" 19	31	53	181	260
	" 19	254	271	131	Philadelphia	" 26	34	52	126	143
	" 26	190	260	129	St. Paul	Oct. 3	19	59	217	261
	Oct. 3	133	199	152	New York	" 10	34	46	209	160
2117	" 10	101	172	117	St. Louis	" 17	15	56	133	247
	" 17	65	180	174	Philadelphia	" 24	23	39	176	272
	" 24	106	158	131	St. Paul	" 31	22	54	332	219
	Nov. 1	80	101	157	New York	Nov. 7	28	38	251	196
	" 7	38	130	191	St. Louis	" 14	40	43	173	216
	" 14	24	118	104	Philadelphia	" 21	15	39	258	213
	" 22	20	74	102	St. Paul	" 28	30	54	443	279
	" 29	27	64	162	New York	Dec. 5	18	41	500	214
	Dec. 6	29	75	129	St. Louis	" 12	42	84	244	181
	" 13	55	73	144	Philadelphia	" 19	24	30	257	118
	" 21	34	64	148	St. Paul	" 26	31	27	212	87
	" 27	26	59	130	New York					
2118	49 Trips	3615	5528	6985	Totals	49 Trips	2633	3445	14606	9287
										14606
									Total III	23893

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Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL

Phila. Arrival	Westbound II	III	Steamer	Phila. Departure	Eastbound II	III	
Jan. 1	20	242	Friesland	Jan. 6	13	178	
" 13	40	348	Haverford	" 18	31	477	
" 29	19	160	Merion	Feb. 1	57	500	
Feb. 17	84	285	Haverford	" 22	50	389	
Mar. 5	102	328	Merion	Mar. 9	53	298	
" 26	116	360	Haverford	" 29	122	354	2120
Apr. 8	151	306	Merion	Apr. 11	109	95	
" 21	82	334	Friesland	" 25	122	76	
" 27	92	259	Haverford	May 2	126	294	
May 11	123	304	Merion	" 16	129	218	
" 25	78	215	Friesland	" 30	160	175	
June 1	109	221	Haverford	June 6	142	202	
" 7	36	150	Westernland	" 13	154	125	
" 14	107	196	Merion	" 20	143	153	
" 23	25	128	Noordland	" 27	147	88	
" 28	54	96	Friesland	July 4	183	175	
July 6	129	162	Haverford	" 11	142	172	
" 20	128	227	Merion	" 25	134	120	
Aug. 2	167	197	Friesland	Aug. 8	158	129	
" 10	135	155	Haverford	" 15	129	104	2121
" 23	132	253	Merion	" 29	117	65	
" 31	134	134	Noordland	Sept. 5	40	62	
Sept. 6	161	172	Friesland	" 12	34	82	
" 14	137	241	Haverford	" 19	67	77	
" 20	136	162	Westernland	" 26	17	46	
" 28	143	234	Merion	Oct. 3	69	131	
Oct. 11	176	293	Friesland	" 17	41	80	
" 20	130	231	Haverford	" 24	60	91	
Nov. 1	138	290	Merion	Nov. 7	69	104	
" 15	116	173	Friesland	" 21	16	72	
" 25	103	132	Haverford	" 28	35	94	
Dec. 8	104	234	Merion	Dec. 12	69	66	
" 31	77	232	Dominion				
33 Trips	3484	7454	Totals	32 Trips	2938	5292	

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Table X.

ANCHOR LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Columbia	Jan. 4	7	53	245
Jan. 7	2	38	153	Furnessia	" 11	3	57	249
" 25	5	31	71	Astoria	" 29	..	62	374
" 28	8	94	54	California	Feb. 1	14	70	420
2123 Feb. 4	12	84	54	Caledonia	" 8	3	92	737
" 10	14	126	45	Columbia	" 15	12	57	361
" 25	14	124	108	California	" 29	12	76	407
Mar. 2	7	153	91	Caledonia	Mar. 7	16	41	501
" 9	8	99	107	Columbia	" 14	10	47	559
" 18	2	65	135	Furnessia	" 21	4	19	346
" 23	12	168	119	California	" 28	15	69	394
" 30	19	285	171	Caledonia	Apr. 4	29	85	575
Apr. 7	12	318	275	Columbia	" 11	27	71	288
" 15	6	112	147	Furnessia	" 18	5	48	105
" 20	15	207	197	California	" 25	63	114	243
" 26	38	271	215	Caledonia	May 2	55	158	197
May 3	15	246	245	Columbia	" 9	45	127	201
2124 " 11	9	105	96	Furnessia	" 16	25	55	76
" 18	30	147	210	California	" 23	83	178	201
" 24	21	257	209	Caledonia	" 30	129	284	233
" 31	29	208	214	Columbia	June 6	139	289	281
June 8	8	125	116	Furnessia	" 13	57	140	108
" 14	37	150	119	California	" 20	137	349	209
" 21	23	157	159	Caledonia	" 27	214	290	268
" 28	22	153	127	Columbia	July 4	215	286	392
July 12	35	192	159	California	" 18	154	291	274
" 20	39	186	103	Caledonia	" 25	120	158	167
" 26	61	192	158	Columbia	Aug. 1	90	176	235
Aug. 10	110	252	199	California	" 15	52	127	397

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"	16	127	334	171	Caledonia	" 22	43	90	162
"	23	89	378	231	Columbia	" 29	36	97	184
Sept.	1	92	316	153	Furnessia	Sept. 5	12	47	110
"	6	244	330	247	California	" 12	40	65	168
"	13	268	271	303	Caledonia	" 19	22	79	161
"	20	175	340	340	Columbia	" 26	21	57	138
"	29	35	364	253	Furnessia	Oct. 3	6	39	138
Oct.	5	117	415	421	California	" 10	28	77	147
"	11	68	445	310	Caledonia	" 17	30	60	171
"	19	40	296	249	Columbia	" 24	25	52	195
"	27	5	126	129	Furnessia	" 31	1	40	118
Nov.	1	33	228	304	California	Nov. 7	22	62	182
"	8	29	179	176	Caledonia	" 14	15	73	171
"	15	21	170	167	Columbia	" 21	14	77	254
Dec.	3	20	136	242	California	Dec. 7	19	85	306
"	7	20	127	228	Caledonia	" 12	13	114	196
"	16	14	131	210	Columbia	" 19	13	70	330
"	29	6	118	249	California				
46 Trips		2016	9249	8439	Totals	46 Trips	2095	5053	12174

2126

Table XI.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

2127

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 7	3	168	Algeria	Jan. 12	1	899
" 27	..	94	Calabria	Feb. 4	5	650
Feb. 20	6	176	Italia	" 29	5	513
Mar. 17	3	204	Perugia	Mar. 21	3	605
" 30	.	150	Algeria			
Apr. 10	7	295	Calabria	Apr. 18	6	810
" 30	6	240	Italia	May 9	6	670
May 22	1	232	Perugia	" 30	9	631

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June 15	..	112	Algeria			
July 4	..	88	Calabria	July 15	13	156
			Perugia	Aug. 4	..	229
Aug. 14	4	159	Italia	" 22	..	302
Sept. 29	8	159	Algeria			
Oct. 25	4	179	Italia	Nov. 4	..	287
			Calabria	" 21	..	549
Dec. 17	12	448	Perugia	Dec. 26	5	174
14 Trips	54	2704	Totals	13 Trips	53	6475

2129 Table XII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON.

N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
		Minneapolis	Jan. 4	27
Jan. 4	10	Minnehaha		
" 19	32	Minnetonka	" 25	18
Feb. 3	21	Minneapolis	Feb. 9	37
" 23	18	Minnetonka	" 29	23
2130 Mar. 3	2	Mesaba	Mar. 7	14
" 8	20	Minneapolis	" 14	40
" 15	50	Minnehaha	" 21	81
Apr. 8	15	Mesaba	Apr. 11	31
" 12	54	Minnetonka	" 18	83
" 21	57	Minnehaha	" 25	134
May 5	28	Minneapolis	May 9	110
" 11	59	Minnetonka	" 16	143
" 20	25	Mesaba	" 23	82
" 26	60	Minnehaha	" 30	139
June 2	65	Minneapolis	June 6	169
" 8	71	Minnetonka	" 13	144

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"	16	32	Mesaba	" 20	96
"	22	64	Minnehaha	" 27	167
"	29	70	Minneapolis	July 4	178
July	6	79	Minnetonka	" 11	166
"	14	35	Mesaba	" 18	84
"	20	128	Minnehaha	" 25	146
"	27	102	Minneapolis	Aug. 1	144
Aug.	3	143	Minnetonka	" 8	131
"	11	81	Mesaba	" 15	51
"	17	124	Minnehaha	" 22	62
"	24	131	Minneapolis	" 29	33
"	31	172	Minnetonka	Sept. 5	58
Sept.	8	91	Mesaba	" 12	33
"	14	170	Minnehaha	" 19	55
"	22	157	Minneapolis	" 26	39
"	28	154	Minnetonka	Oct. 3	43
Oct.	6	72	Mesaba	" 10	10
"	12	131	Minnehaha	" 17	71
"	19	133	Minneapolis	" 24	20
"	26	151	Minnetonka	" 31	28
Nov.	4	47	Mesaba	Nov. 7	19
"	9	84	Minnehaha	" 14	21
"	16	75	Minneapolis	" 21	53
"	28	66	Minnetonka	Dec. 5	44
Dec.	13	38	Minnehaha	" 19	16
"	20	63	Minneapolis	" 26	20

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42 Trips		3180	Totals	42 Trips	3063

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Table XIII.

AUSTRO-AMERICANA.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III		Steamer	N. Y. Departure	Eastbound I	II	III	
				Cont.	Grks.					Cont.	Grks. Ital.
	Jan. 14	2	..	266	90	Gerty	Jan. 18	4	..	714	284
	" 26	6	27	134	70	Laura	Feb. 1	3	71	1325	195
2135	Feb. 18	13	54	178	50	Alice	" 25	6	34	1318	214
	Mar. 4	2	9	83	16	Eugenia	Mar. 12	4	..	779	221
	" 25	36	34	280	130	Laura	" 31	1	10	863	203
	Apr. 1	1	5	63	100	Francesca	Apr. 7	..	..	473	534
	" 1	10	..	..	..	Carolina					
	" 13	3	..	..	..	Ida					
	" 14	6	62	304	150	Alice	" 18	3	6	450	95
						Atlanta	" 22	..	6	215	249
						Martha Wash'ton	" 29	7	22	1122	713
	May 3	3	32	243	110	Argentina	May 6	3	7	505	397
						Eugenia	" 13	..	..	214	64
	" 15	5	25	80	14	Laura	" 20	3	24	332	1313
	" 28	1	18	111	60	Alice	June 3	14	47	443	161
2136	June 7	4	72	195	40	Martha Wash'ton	" 17	58	98	518	760
						Columbia	" 20	..	9	36	360
	" 17	..	20	63	30	Argentina	" 24	44	13	161	444
	July 1	21	53	65	40	Laura	July 8	25	49	282	348
	" 9	..	4	..	..	Eugenia	" 22	..	..	172	267
	" 14	5	15	154	39	Alice	" 18	11	14	177	381
	" 23	..	6	..	..	Irene					
	" 29	17	96	105	40	Martha Wash'ton	Aug. 5	23	54	674	560
	Aug. 7	3	26	30	27	Argentina	" 12	4	21	196	744
	" 27	24	113	138	60	Alice	Sept. 2	2	7	179	469
	Sept. 10	54	124	189	110	Martha Wash'ton	" 16	28	54	569	880
						Eugenia	" 26	..	..	79	24
	" 26	9	77	80	70	Argentina	" 30	..	9	175	198

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Oct.	2	19	92	95	70	Laura	Oct.	7	2	5	186	80
"	17	1	76	192	1[illegible]	Oceania	"	21	..	..	185	37
"	27	51	143	276	240	Martha Wash'ton	Nov.	4	7	34	467	354
Nov.	5	6	75	72	88	Alice	"	11	2	..	131	142
"	14	7	43	121	100	Argentina	"	18	..	21	248	116
"	19	..	67	216	114	Laura	"	25	7	5	268	168
Dec.	8	..	80	302	154	Oceania	Dec.	10	6	6	238	38
"	12	44	128	400	220	Martha Wash'ton	"	19	11	49	290	359
"	25	..	64	211	120	Alice	"	30	4	8	62	39
32 Trips		353	1640	4646	2472	Totals	34 Trips		282	683	14046	11411
					4646							14046
			Total III		7118							2138
											Total III	25457

AUSTRO-AMERICANA.

Boston—Mediterranean.

Steamer	Boston Departure	I	II	III	
				Cont.	Grks. Ital.
Eugenia	July 24	4	..	1	760
Martha Wash'ton	Aug. 6	4	10	8	932
Martha Wash'ton	Dec. 21	6	8	6	97
Totals	3 Trips	14	18	15	1789
					15
				Total III	1804

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Table XIV.

AUSTRO-AMERICANA.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound I	II	III Cont.	III Grks.	Steamer	N. O. Departure	Eastbound I	II	III Cont.	III Grks., Ital.
					Sofia Hohenberg.	Feb. 7	7	17	29	274
Feb. 18	2	10	33	36	Giulia	" 29	..	13	..	42
2141 May 15	2	46	17	23	Giulia	May 30	10	42	30	132
June 15	5	22	42	8	Atlanta	June 30	15	51	15	80
Aug. 4	5	33	18	2	Giulia	Aug. 22	4	7	5	26
Sept. 18	4	82	30	16	Atlanta	Sept. 30	..	8	5	25
Nov. 9	..	32	..	..	Giulia	Nov. 25	..	5	..	..
Dec. 16	2	..	..	..	Atlanta					
7 Trips	20	225	140	85	Totals	7 Trips	36	143	84	579
				140						84
			Total III	225					Total III	663

Table XV.

2142 CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL

Montreal Quebec St. John Arrival	Westbound I	II	III	Steamer	Montreal Quebec St. John Departure	Eastbound I	II	III
Jan. 1	..	46	40	Lake Champlain	Jan. 5	..	19	147
" 4	28	119	152	Empress of Britain	" 10	76	101	840

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" 21	7	70	106	Corsican (chartered)	" 25	37	100	793	
				Athenia (")	" 25	..	13	71	
" 28	..	49	66	Lake Erie	Feb. 2	..	28	209	
Feb. 1	55	193	212	Empress of Ireland	" 8	80	102	842	
" 14	62	322	233	Empress of Britain	" 22	49	79	819	
" 24	20	85	215	Lake Manitoba	" 29	17	31	350	
" 29	78	384	438	Empress of Ireland	Mar. 7	57	87	765	
Mar. 10	..	71	134	Lake Champlain	" 14	..	30	154	
" 14	117	470	647	Empress of Britain	" 21	54	71	628	
" 22	..	121	366	Lake Erie	" 28	..	39	113	
" 28	106	505	870	Empress of Ireland	Apr. 4	62	113	447	
Apr. 8	61	164	942	Lake Manitoba	" 12	3	39	68	2144
" 11	98	489	865	Empress of Britain	" 18	68	118	226	
" 20	..	123	461	Lake Champlain	" 26	..	57	69	
" 24	91	475	940	Empress of Ireland	May 2	132	114	266	
May 4	..	131	596	Lake Erie	" 10	..	115	124	
" 6	184	450	951	Empress of Britain	" 17	164	166	479	
" 19	39	153	357	Lake Manitoba	" 23	64	65	185	
" 22	137	451	804	Empress of Ireland	" 31	191	282	657	
" 31	..	124	349	Lake Champlain	June 6	..	121	151	
June 5	154	462	884	Empress of Britain	" 14	250	271	434	
" 13	..	128	388	Lake Erie	" 20	..	119	135	
" 19	117	301	627	Empress of Ireland	" 26	307	332	526	
" 29	20	152	248	Lake Manitoba	July 4	79	129	185	
July 3	154	335	610	Empress of Britain	" 10	264	234	505	
" 11	..	142	124	Lake Champlain	" 18	..	116	156	2145
" 17	186	296	584	Empress of Ireland	" 24	166	183	511	
" 24	..	108	127	Lake Erie	Aug. 1	..	127	118	
" 30	214	339	558	Empress of Britain	" 7	119	141	533	
Aug. 9	84	134	185	Lake Manitoba	" 15	30	60	158	
" 14	283	339	444	Empress of Ireland	" 21	103	132	506	
" 22	..	145	198	Lake Champlain	" 29	..	67	156	
" 27	301	331	605	Empress of Britain	Sept. 4	113	140	548	
Sept. 5	..	135	306	Lake Erie	" 12	..	89	195	
" 11	317	333	900	Empress of Ireland	" 18	150	120	503	
" 28	85	134	296	Lake Manitoba	Oct. 1	10	34	210	
" 25	236	348	568	Empress of Britain	" 2	129	137	546	

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Oct.	3	..	145	169	Lake Champlain	" 10	..	74	231
"	9	150	271	396	Empress of Ireland	" 17	85	125	681
"	19	..	129	140	Lake Erie	" 26	..	78	284
"	22	128	205	445	Empress of Britain	" 30	80	110	765
Nov.	2	40	109	180	Lake Manitoba	Nov. 7	14	63	458
"	5	91	156	351	Empress of Ireland	" 14	100	205	1101
"	14	..	108	89	Lake Champlain	" 21	..	93	611
"	20	33	80	212	Empress of Britain	" 28	73	157	820
Dec.	1	..	36	68	Lake Erie	Dec. 5	..	95	292
"	4	45	116	314	Empress of Ireland	" 12	89	460	931
"	19	79	132	440	Empress of Britain	" 26	30	126	377
"	31	3	15	82	Lake Manitoba				
50 Trips		3803	10659	20282	Totals	50 Trips	3245	5907	20879

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Table XVI.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

ANTWERP (WESTBOUND) MONTREAL, QUEBEC ST. JOHN, N. B. (SUMMER) (WINTER) LONDON (EASTBOUND)

Montreal Quebec St. John Arrival	Westbound II	III	Steamer	Montreal Quebec St. John Departure	Eastbound II	III
2148			Lake Michigan	Jan. 7	..	7
Jan. 10	..	171	Montezuma	" 17	..	2
" 26	2	402	Montrose			
Feb. 10	..	137	Montreal			
" 17	..	174	Lake Michigan	Feb. 28	..	3
Mar. 4	..	182	Montezuma			
" 22	11	365	Montrose	Mar. 29	1	..
Apr. 6	..	1762	Montreal			
" 13	..	2182	Lake Michigan			
" 26	..	1089	Montfort			
May 12	..	264	Montezuma			
" 20	39	716	Montrose	May 26	23	9

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" 26	..	866	Montreal			
June 3	..	400	Lake Michigan	June 9	..	12
" 10	..	265	Mount Royal			
" 14	..	252	Montfort			
" 23	..	165	Montezuma			
" 29	20	97	Montrose	July 5	42	..
July 5	..	87	Montreal	" 12	2	..
" 12	..	124	Lake Michigan	" 19	..	8
" 21	..	137	Mount Royal			
" 27	..	110	Montfort			
Aug. 4	..	92	Montezuma	Aug. 9	2	..
" 9	13	73	Montrose	" 16	11	..
" 15	..	60	Montreal			
" 23	..	126	Lake Michigan	" 30	..	16
Sept. 1	..	42	Mount Royal			
" 6	..	74	Montfort			
" 10	1	113	Montezuma			
" 21	21	111	Montrose	Sept. 30	3	..
" 28	..	82	Montreal			
			Mount Temple	Oct. 11	..	4
Oct. 17	..	160	Mount Royal			
" 19	..	47	Montfort			
" 26	..	58	Lake Michigan	Nov. 1	..	21
Nov. 4	8	92	Montrose	" 8	15	..
" 9	..	55	Montezuma	" 18	..	3
" 15	1	67	Montreal			
" 29	..	149	Montfort			
Dec. 21	..	172	Lake Michigan	Dec. 28	..	8
38 Trips	116	11520	Totals	18 Trips	99	93

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Table XVII.

COMPANIA TRASATLANTICA DE BARCELONA.

New York—Italian Ports.

N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III Span.	III Ital.
				Montevideo	Jan. 5	5	4	8	882
Jan. 11	4	3	6	..	Montserrat	Feb. 5	6	12	12	527
153 Feb. 11	2	8	2	..	Montevideo	Mar. 6	1	20	5	626
Mar. 12	11	14	2	127	Buenos Aires	Apr. 5	13	1	8	115
Apr. 12	10	18	11	241	Manuel Calvo	May 6	29	16	8	9
May 13	16	33	3	160	Antonio Lopez	June 5	25	3	18	118
June 10	3	6	6	80	Montserrat	July 6	51	17	51	76
July 10	18	7	..	..	Montevideo	Aug. 5	18	17	81	363
Aug. 10	10	2	4	..	Buenos Aires	Sept. 5	11	8	81	255
Sept. 10	31	20	5	..	Manuel Calvo	Oct. 6	8	8	49	532
Oct. 12	36	21	12	..	Antonio Lopez	Nov. 5	13	8	98	261
Nov. 11	23	18	2	..	Montserrat	Dec. 6	17	11	61	97
Dec. 11	26	17	3	..	Montevideo					
12 Trips	190	167	56	608	Totals	12 Trips	197	125	480	3861
154				56						480
			Total III	664					Total III	43

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Table XVIII.

COMPAGNE GENERALE TRANSATLANTIQUE.

(French Line.)

NEW YORK—HAVRE, BORDEAUX.

N. Y. Arrival	Westbound I	II	III	Steamer.	N. Y. Departure	Eastbound. I	II	III Cont.	III Ital.
				La Provence	Jan. 2	66	204	254	532
Jan 6	26	35	188	La Gascogne	" 9	11	53	216	478
" 11	51	82	212	La Lorraine	" 16	92	161	330	449
" 20	22	41	195	La Bretagne	" 23	14	45	355	412
" 26	36	68	212	La Touraine	" 30	21	108	226	464
Feb. 2	59	69	342	La Savoie	Feb. 6	97	145	290	485
" 8	73	61	193	La Lorraine	" 13	53	75	302	480
" 17	19	28	140	La Bretagne	" 20	38	57	745	215
" 23	12	104	234	La Touraine	" 27	37	79	246	376
" 28	64	84	356	La Savoie	Mar. 5	53	94	338	326
Mar. 6	116	222	468	La Provence	" 12	112	109	357	471
" 16	16	97	235	La Bretagne	" 19	18	60	250	338
" 21	27	159	495	La Touraine	" 26	54	112	320	306
" 31	28	125	438	La Gascogne	Apr. 2	30	99	355	396
Apr. 4	93	240	745	La Provence	" 9	152	138	306	503
				Hudson	" 14	..	..	156	83
" 11	52	198	576	La Lorraine	" 16	78	107	259	374
" 18	32	119	389	La Touraine	" 23	80	97	320	485
				Floride	" 25	..	19	34	20
" 25	46	165	407	La Savoie	" 30	139	165	349	334
" 26	..	1	19	Californie	May 2	..	5	18	2
May 2	83	152	517	La Provence	" 7	255	145	435	270
" 9	35	91	430	La Lorraine	" 14	140	150	246	137
" 16	44	111	309	La Touraine	" 21	54	110	311	140
" 22	52	154	473	La Savoie	" 28	160	115	342	203
" 26	..	4	7	Louisiane*	" 30	..	7	2	1

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"	30	103	187	562	La Provence	June	4	265	145	385	271
					Floride	"	6	..	75	67	5
June	7	47	82	283	La Lorraine	"	11	145	122	281	303
"	13	60	93	385	La Savoie	"	18	136	85	254	229
"	10	..	40	123	Chicago	"	20	..	194	78	90
"	19	95	165	331	La Provence	"	25	276	145	260	374
"	18	..	2	26	Californie*	"	27	..	20	..	2
"	29	49	165	325	La Lorraine	July	2	174	158	322	285
July	4	44	121	280	La Touraine	"	9	80	125	235	375
"	13	34	91	205	La Bretagne	"	16	65	129	175	262
					Floride	"	18	..	61	..	..
"	17	170	169	544	La Provence	"	23	205	169	369	474
2159 "	19	..	5	10	Louisiane*	"	25	..	19	8	23
"	27	41	96	215	La Touraine	"	30	53	98	243	321
"	31	110	188	356	La Savoie	Aug.	6	106	98	285	370
Aug.	10	29	69	161	La Bretagne	"	13	29	76	202	325
"	15	86	128	362	La Lorraine	"	20	88	99	301	384
"	14	..	9	1	Californie*	"	22	..	13	..	..
"	22	54	142	255	La Touraine	"	27	49	62	321	541
"	19	..	4	..	Floride	"	29	..	27	196	17
"	31	89	109	148	La Gascogne	Sept.	3	28	47	191	438
"	31	..	314	277	Chicago	"	5	..	60	87	267
Sept.	4	347	198	641	La Provence	"	10	105	66	316	416
"	12	..	19	4	Louisiane*	"	16	..	6	..	..
"	12	262	140	454	La Lorraine	"	17	35	74	178	288
2160 "	19	243	159	417	La Savoie	"	24	40	76	188	402
"	26	308	182	593	La Provence	Oct.	1	112	113	248	591
"	29	..	317	224	Chicago	"	3	..	62	87	186
Oct.	3	176	228	672	La Lorraine	"	8	65	74	200	517
"	9	..	10	8	Californie*						
"	11	67	188	488	La Touraine	"	15	27	66	206	363
"	17	90	224	700	La Savoie	"	22	49	81	180	498
"	23	..	3	..	Louisiane	"	27	..	6	..	..
"	23	257	207	800	La Provence	"	29	90	65	214	599

(Concluded on next page.)

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Table XVIII—Concluded.

COMPAGNIE GENERALE TRANSATLANTIQUE.

(French Line.)

NEW YORK—HAVRE, BORDEAUX.

(Continued from preceding page.)

Westbound					Eastbound.				
N. Y. Arrival	I	II	III	Steamer.	N. Y. Departure	I	II	III Cont.	III Ital.
Oct. 31	172	182	700	La Lorraine	Nov. 5	68	60	208	467
" 26	..	278	290	Chicago	" 7	..	47	97	103
Nov. 7	58	173	450	La Touraine	" 12	16	50	227	488
" 12	..	..	5	Hudson*	" 19	..	..	43	57
" 14	74	153	611	La Savoie	" 19	68	70	216	479
" 21	173	199	811	La Provence	" 26	120	76	199	609
" 28	69	131	690	La Lorraine	Dec. 3	68	91	189	583
Dec. 6	37	103	614	La Touraine	" 10	22	67	313	503
" 7	..	63	281	Chicago	" 12	..	34	84	194
" 7	..	4	..	Louisiane					
" 8	..	2	51	Californie*	" 13	..	1	..	..
" 15	17	111	436	La Bretagne	" 17	15	48	194	153
" 20	154	192	823	La Provence	" 24	102	70	176	325
" 26	56	102	811	La Lorraine	" 31	58	48	88	194
69 Trips	4557	8157	24003	Totals	72 Trips	4513	5837	15473	21651
									15473
								Total III	37124

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*To and from Bordeaux.

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Table XIX.

COMPAGNIE GENERALE TRANSATLANTIQUE.

(French Line.)

ANTWERP—NEW ORLEANS—HAVRE.

N. O. Westbound Arrival	III	Steamer	N. O. Eastbound Departure	I	III
Feb. 15	1	Virginie	Feb. 24	1	..
Mar. 4	1	Mexico	Mar. 16	5	4
2165		Virginie	May 23	36	11
		Mexico	June 20	9	23
		Virginie	Aug. 20	11	6
		Mexico	Sept. 17	2	4
		Floride	Nov. 4	1	8
		Virginie	" 18	..	6
		St. Laurent	Dec. 9	..	7
		Mexico	" 20	..	8
2 Trips	2	Totals	10 Trips	65	77

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Table XX.

CUNARD LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III	
				Campania	Jan. 4	75	81	334	
Jan. 3	248	190	643	Lusitania	" 11	310	257	1168	
" 13	146	142	268	Carmania					
" 17	248	278	344	Mauretania	" 25	289	286	1209	
" 25	95	113	381	Campania	Feb. 1	64	122	676	2168
Feb. 1	238	367	527	Lusitania	" 8	288	235	1160	
" 8	102	177	166	Lucania	" 15	88	100	716	
" 16	47	113	319	Etruria	" 22	33	76	462	
				Carmania	" 26	110	86	578	
" 22	78	226	395	Campania	" 29	42	109	534	
" 28	272	427	698	Mauretania	Mar. 7	231	145	1196	
Mar. 7	120	233	414	Lucania	" 14	94	136	527	
" 13	177	359	734	Lusitania	" 21	227	158	1216	
" 22	39	128	250	Etruria	" 28	45	109	399	
" 27	211	341	835	Mauretania	Apr. 1	184	138	1277	
" 26	62	255	353	Carmania	" 4	123	92	986	
Apr. 5	101	344	579	Lucania	" 8	40	121	482	
" 3	12	185	307	Umbria	" 11	25	83	230	
" 10	185	170	651	Lusitania	" 15	195	165	882	2169
" 9	54	83	351	Caronia*	" 18	144	114	253	
" 17	213	163	656	Mauretania	" 22	273	152	632	
" 16	13	120	381	Etruria	" 25	28	80	206	
" 25	62	145	332	Lucania	" 29	100	147	284	
" 23	95	105	445	Carmania	May 2	132	195	458	
May 1	188	171	492	Lusitania	" 6	171	221	1073	
Apr. 29	14	146	397	Campania	" 9	84	163	274	
May 8	249	150	615	Mauretania	" 13	220	192	1012	
" 7	68	68	266	Caronia	" 16	170	164	512	
" 16	64	185	304	Lucania	" 20	80	162	284	

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	"	14	19	108	360	Etruria	"	23	51	157	228
	"	22	204	169	566	Lusitania	"	27	313	387	1199
	"	21	112	96	359	Carmania	"	30	248	198	529
	June	1	145	160	352	Mauretania	June	4	329	327	1024
	May	30	105	236	592	Campania	"	6	190	311	444
	June	6	125	226	304	Caronia	"	13	250	220	411
	"	12	209	183	356	Lusitania	"	17	363	418	621
	"	11	14	119	238	Umbria	"	20	153	301	209
	"	19	209	182	392	Mauretania	"	24	431	417	521
	"	18	82	106	226	Carmania	"	27	309	225	425
	"	27	64	176	232	Campania	July	1	195	329	237
	"	25	13	114	233	Etruria	"	4	89	414	..
2171	July	4	102	176	229	Lucania	"	8	112	312	324
	"	1	121	106	233	Caronia	"	11	244	202	424
	"	10	256	230	453	Lusitania	"	15	318	329	329
	"	9	25	83	155	Umbria	"	18	88	220	184
	"	17	220	206	335	Mauretania	"	22	348	250	206
	"	16	121	120	164	Carmania	"	25	243	182	294
	"	25	90	208	180	Lucania	"	29	59	152	176
	"	22	52	159	149	Campania	Aug.	1	78	201	239
	"	31	300	356	443	Lusitania	"	5	288	224	260
	"	29	30	121	155	Etruria	"	8	53	116	213
	Aug.	7	304	304	435	Mauretania	"	12	227	189	174
	"	6	44	184	157	Umbria	"	15	33	107	148
	"	15	92	272	196	Lucania	"	19	56	127	183
2172	"	12	161	213	252	Caronia	"	22	99	126	233
	"	20	275	420	629	Lusitania	"	26	171	165	199
	"	18	60	262	165	Campania	"	29	49	121	188
	"	28	429	409	707	Mauretania	Sept.	2	124	120	109
	"	26	224	247	456	Carmania	"	5	84	107	217
	Sept.	4	352	299	464	Lucania	"	9	38	75	102
	"	5	274	319	..	Umbria	"	12	28	89	104
	"	10	465	434	973	Lusitania	"	16	222	115	172
	"	9	307	210	415	Caronia	"	19	96	92	206
	"	18	457	421	959	Mauretania	"	23	138	106	119

(Continued on next page.)

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Table XX—Concluded.

CUNARD LINE.

NEW YORK—LIVERPOOL.

(Continued from preceding page.)

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III
Sept. 16	313	284	..	Etruria	Sept. 26	14	118	101
" 24	284	201	617	Carmania	" 30	66	73	121
" 26	222	302	433	Campania	Oct. 3	106	92	202
Oct. 3	127	348	556	Lucania	" 7	45	83	114
" 1	81	452	..	Umbria	" 10	21	73	120
" 9	384	437	755	Lusitania	" 14	205	124	171
" 7	236	231	492	Caronia	" 17	80	50	192
" 16	229	404	630	Mauretania	" 21	190	93	112
" 24	127	346	480	Campania	" 28	41	94	195
" 30	386	338	762	Lusitania	Nov. 4	229	148	163
Nov. 7	70	192	291	Lucania	" 11	72	106	227
" 14	149	159	385	Caronia				
" 20	227	200	440	Lusitania	" 26	170	159	359
" 28	91	182	358	Campania	Dec. 2	67	100	341
Dec. 5	56	122	351	Lucania	" 9	59	195	796
" 11	287	180	461	Lusitania	" 16	321	305	555
" 20	67	131	456	Campania	" 23	51	90	123
" 26	94	117	312	Lucania	" 30	44	70	125
80 Trips	12893	17650	32396	Totals	80 Trips	11783	13493	33688

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*Caronia April 18 Eastbound figures do not include 13 I, 67 II, 388 III transferred from s. s. United States (April 16).

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Table XXI.

CUNARD LINE.

NEW YORK—MEDITERRANEAN—ADRIATIC.

	N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound. I	II	III	Cont. Ital.
					Caronia	Jan. 4	296	51	1502	515
					Carmania	" 16	378	53	1853	519
	Feb. 12	41	72	472	Caronia	Feb. 18	372	52	..	411
	" 23	84	66	279	Carmania					
2177	Mar. 4	15	22	309	Slavonia	Mar. 12	72	50	792	474
	" 19	2	16	299	Pannonia	" 26	57	41	837	434
	" 25	28	52	251	Carpathia	Apr. 9	131	70	650	864
	Apr. 8	..	35	442	Ultonia	" 16	..	53	301	819
	" 23	29	58	365	Slavonia	" 30	120	..	245	318
	May 6	20	49	279	Pannonia	May 14	38	41	267	107
	" 19	58	92	330	Carpathia	" 28	220	..	439	1800
	" 26	..	49	192	Ultonia	June 4	..	93	186	1069
	June 10	18	38	405	Slavonia	" 18	133	..	173	478
	" 24	3	55	240	Pannonia	July 2	128	..	236	441
	July 7	17	74	288	Carpathia	" 16	179	..	306	941
	" 15	..	30	157	Ultonia	" 23	..	57	73	530
	" 29	14	51	255	Slavonia	Aug. 6	35	43	127	550
	Aug. 12	12	53	332	Pannonia	" 20	13	22	146	556
2178	" 26	101	131	522	Carpathia	Sept. 3	46	70	262	1606
	Sept. 2	..	21	229	Ultonia	" 10	..	23	77	279
	" 17	119	..	565	Slavonia	" 24	35	30	137	195
	Oct. 2	56	56	583	Pannonia	Oct. 8	31	25	162	81
	" 15	92	144	773	Carpathia	" 22	86	44	302	527
	" 23	..	51	323	Ultonia	" 29	..	18	124	194
	Nov. 7	70	81	911	Slavonia	Nov. 12	36	28	143	499
	" 12	..	63	675	Ultonia					
	" 21	38	89	1139	Pannonia					
					Caronia	" 28	330	77	682	1402
	Dec. 2	41	124	1316	Carpathia	Dec. 5	48	24	..	1027
	" 28	19	74	1892	Slavonia					
	27 Trips	877	1646	13823	Totals	26 Trips	2784	965	10022	16636
										10022
										Total III 26658

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Table XXII.

CUNARD LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound. I	II	III	Steamer	Boston Departure	Eastbound. I	II	III	
Jan. 16	13	72	197	Ivernia	Jan. 21	35	70	539	
" 30	20	69	124	Saxonia	Feb. 4	13	66	492	
Feb. 13	24	139	147	Ivernia	" 18	32	88	349	
" 27	20	207	306	Saxonia	Mar. 3	29	71	502	
Mar. 19	36	303	499	Ivernia	" 24	44	107	395	2180
Apr. 3	25	315	693	Saxonia	Apr. 7	28	82	452	
" 16	38	165	607	Ivernia	" 21	60	117	291	
" 30	31	242	800	Saxonia	May 5	64	166	742	
May 14	55	188	646	Ivernia	" 19	46	187	755	
" 29	86	215	603	Saxonia	June 2	111	222	900	
June 11	55	155	464	Ivernia	" 16	131	261	442	
" 25	75	198	316	Saxonia	" 30	197	200	478	
July 9	75	204	274	Ivernia	July 14	122	266	301	
" 23	62	180	348	Saxonia	" 28	95	176	247	
Aug. 5	147	194	309	Ivernia	Aug. 11	50	116	219	
" 20	98	276	420	Saxonia	" 25	29	106	162	
Sept. 3	178	222	614	Ivernia	Sept. 8	43	95	179	
" 17	173	221	854	Saxonia	" 22	16	60	199	2181
Oct. 1	132	228	834	Ivernia	Oct. 6	39	73	194	
" 16	84	287	628	Saxonia	" 20	23	60	169	
" 29	78	309	457	Ivernia	Nov. 3	30	68	176	
Nov. 12	49	176	391	Saxonia	" 17	17	76	259	
" 26	28	119	233	Ivernia	Dec. 1	27	84	301	
Dec. 11	29	103	308	Saxonia	" 15	23	78	214	
" 24	32	85	284	Ivernia	" 29	15	27	66	
25 Trips	1643	4872	11356	Totals	25 Trips	1319	2922	9023	

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Table XXIII.

DOMINION LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER) — LIVERPOOL

Montreal Portland Arrival	Westbound. I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III
				Canada	Jan. 4	..	48	129
Jan. 12	..	30	157	Dominion	" 18	..	45	87
2183 Feb. 2	..	66	112	Canada	Feb. 8	..	35	142
" 17	6	65	108	Dominion	" 22	5	24	93
Mar. 3	..	155	593	Kensington	Mar. 7	..	16	59
" 7	4	75	175	Canada	" 14	18	18	127
" 23	10	194	710	Dominion	" 28	3	15	80
Apr. 7	..	201	915	Kensington	Apr. 11	..	25	11
" 11	10	270	805	Canada	" 18	10	72	25
" 20	..	87	545	Southwark	" 29	..	84	19
" 30	12	172	305	Dominion	May 4	12	25	58
May 2	..	156	195	Ottawa				
" 11	..	193	534	Kensington	" 16	..	170	94
" 17	16	140	335	Canada	" 23	32	56	209
" 24	..	80	434	Southwark	" 30	..	207	81
June 1	17	184	580	Dominion	June 6	26	52	60
2184				Ottawa	" 13	..	189	61
" 15	..	156	423	Kensington	" 20	..	250	45
" 21	20	61	267	Canada	" 27	119	42	79
" 28	..	97	335	Southwark	July 4	..	207	47
July 5	10	65	165	Dominion	" 11	11	40	66
" 10	..	56	82	Ottawa	" 18	..	159	100
" 24	75	83	391	Canada	Aug. 1	18	32	70
Aug. 1	..	156	111	Southwark	" 8	..	54	50
" 9	53	58	324	Dominion	" 15	4	17	66
" 15	..	118	71	Ottawa	" 22	..	73	107
" 23	..	206	186	Kensington	" 29	..	43	61

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" 28	126	145	246	Canada	Sept. 5	12	41	91
Sept. 7	..	247	65	Vancouver	" 12	..	34	41
" 13	80	135	108	Dominion	" 19	7	24	63
" 19	..	196	142	Ottawa	" 26	..	65	114
" 29	..	193	214	Kensington	Oct. 3	..	44	75
Oct. 2	50	108	117	Canada	" 10	15	33	129
" 20	10	88	486	Dominion	" 24	12	20	81
Nov. 5	..	78	316	Kensington	Nov. 8	..	69	120
" 7	12	45	212	Canada	" 14	8	23	216
" 22	..	22	162	Dominion	" 28	..	75	179
Dec. 7	..	83	241	Canada	Dec. 12	..	92	370
" 29	..	43	101	Haverford				
37 Trips	511	4507	11268	Totals	37 Trips	312	2518	3505

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Table XXIV.

DONALDSON LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER)
GLASGOW

Montreal St. John Arrival	Westbound II	III	Steamer	Montreal St. John Departure	Eastbound. II	III
Jan. 5	3	..	Alcides	Jan. 11	2	..
" 10	1	..	Tritonia	" 18	1	..
			Kastalia	Feb. 2	3	..
Feb. 1	1	..	Salacia			
" 8	5	..	Lakonia	" 16	4	..
			Alcides	Mar. 1	2	..
Mar. 3	11	..	Tritonia	" 8	1	..
			Kastalia	" 14	1	..
" 10	64	40	Athenia	" 22	12	6
" 21	6	..	Salacia			
Apr. 2	156	164	Cassandra	Apr. 12	9	4
" 20	2	..	Tritonia			

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	May	1	131	237	Athenia	May 7	29	19
	"	8	1	..	Salacia	" 14	1	..
	"	13	210	122	Cassandra	" 21	54	7
	"	22	3	..	Parthenia	" 28	2	..
	"	29	2	..	Marina	June 4	6	..
	June	3	127	193	Athenia	" 11	39	23
	"	17	191	99	Cassandra	" 25	101	6
	"	25	3	..	Parthenia	July 2	5	..
	July	3	4	2	Marina	" 9	2	..
	"	7	99	76	Athenia	" 16	34	5
	"	15	..	1	Lakonia	" ..		..
	"	21	75	26	Cassandra	" ..		3
2189	"	29	3	1	Parthenia	Aug. 6	..	..
	Aug.	6	1	..	Marina	" 13	1	..
	"	10	73	36	Athenia	" 20	8	23
	"	19	10	..	Lakonia	" 27	2	..
	"	25	139	38	Cassandra	Sept. 3	40	8
	Sept.	3	8	..	Parthenia	" 10	1	..
	"	9	9	..	Marina	" 17	7	..
	"	15	109	24	Athenia	" 24	27	15
	"	29	4	..	Lakonia			
	"	30	88	24	Cassandra	Oct. 9	24	25
	Oct.	9	1	..	Parthenia			
	"	19	2	..	Marina	" 26	4	..
	"	25	68	51	Athenia	" 30	9	5
2190	"	30	1	..	Lakonia	Nov. 5	2	..
	Nov.	4	54	31	Cassandra	" 12	35	30
	"	11	7	..	Parthenia	" 20	3	..
					Parthenia	Dec. 27	1	..
	37 Trips		1672	1165	Totals	36 Trips	512	179

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Table XXV.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	
			Madonna	Jan. 8	4	1229	
Jan. 10	15	170	Venezia	" 17	27	491	
			Gallia	Feb. 1	..	216	
" 31	1	130	Roma	" 8	3	1423	
Feb. 12	1	122	Germania	" 20	6	229	2192
" 25	4	157	Venezia	Mar. 3	29	341	
Mar. 8	..	286	Madonna	" 17	16	592	
" 24	1	225	Roma	" 28	10	289	
Apr. 1	2	218	Germania	Apr. 9	2	1586	
" 10	13	462	Venezia	" 18	4	1045	
" 28	1	243	Madonna	May 6	26	1748	
May 7	4	251	Roma	" 13	5	182	
" 19	6	90	Germania	" 23	13	663	
" 28	13	194	Venezia	June 6	57	305	
June 16	8	152	Madonna	" 24	48	1190	
			Roma	July 1	39	1068	
July 3	..	131	Germania	" 25	40	1291	
" 16	13	151	Venezia	" 11	30	760	
Aug. 2	21	140	Madonna	Aug. 8	3	944	2193
			Roma	" 15	1	558	
" 19	39	155	Germania	" 26	2	801	
Sept. 1	60	223	Venezia	Sept. 9	11	638	
" 16	40	146	Madonna	" 24	7	1130	
" 29	40	261	Roma	Oct. 7	8	797	
Oct. 7	29	141	Germania	" 14	1	386	
" 18	15	235	Venezia	" 24	21	429	
Nov. 4	19	468	Madonna	Nov. 11	11	822	
Dec. 2	20	717	Venezia	Dec. 9	18	209	
" 24	6	847	Madonna	" 30	13	234	
25 Trips	371	6315	Totals	29 Trips	455	21596	

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Table XXVI.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Apr. 23	46	37	154	Deutschland	Apr. 30	208	229	327
May 21	85	65	202	Deutschland	May 28	223	230	347
June 18	75	74	92	Deutschland	June 25	284	295	196
2195 July 16	92	147	234	Deutschland	July 23	220	181	295
Aug. 20	159	378	151	Deutschland	Aug. 27	89	53	206
Sept. 17	472	326	297	Deutschland	Sept. 24	57	47	146
Oct. 16	133	216	142	Deutschland	Oct. 22	82	44	132
7 Trips	1062	1243	1272	Totals	7 Trips	1163	1079	1649

Table XXVII.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
2196				K. Auguste Victoria	Jan. 4	187	192	345
				Pretoria	" 4	1	37	2
Jan. 4	43	51	690	Patricia	" 11	31	95	650
" 7	125	112	604	Bluecher	" 18	90	178	1301
" 24	47	68	534	Graf Waldersee	" 29	27	54	394
" 25	231	209	298	Amerika	" 30	198	285	1992
" 24	59	52	237	President Lincoln	Feb. 1	64	86	377
Feb. 1	37	53	202	Pennsylvania	" 8	30	81	647
" 7	301	296	697	K. Auguste Victoria	" 15	223	310	1935
" 17	..	..	230	Albano	" 22	..	..	220

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"	21	51	113	389	Pretoria	"	29	51	72	448	
"	29	130	273	828	Amerika	Mar.	7	277	265	2139	
Mar.	14	26	80	595	Graf Waldersee	"	21	35	100	577	
"	21	47	218	670	Pennsylvania	"	28	122	178	422	
"	28	16	151	513	Patricia	Apr.	4	39	98	297	
Apr.	5	201	301	881	Amerika	"	9	281	199	334	
"	8	30	85	433	Pretoria	"	14	27	132	2367	
"	18	135	173	582	K. Auguste Victoria	"	23	393	350	660	
"	17	81	156	783	President Lincoln	"	25	226	269	456	
"	25	36	79	380	President Grant	May	2	176	273	1598	
May	2	176	185	386	Amerika	"	7	251	280	2187	
Apr.	30	22	69	123	Pennsylvania	"	9	95	261	845	2198
May	10	51	116	218	Bleucher	"	14	169	267	1443	
"	16	223	212	682	K. Auguste Victoria	"	21	397	311	2029	
"	16	25	97	251	Pretoria	"	23	119	251	1416	
"	22	8	114	255	Graf Waldersee	"	30	148	198	415	
"	29	175	160	564	Amerika	June	4	408	262	742	
"	27	46	123	459	President Lincoln	"	6	244	264	413	
June	7	69	88	254	Bleucher	"	10	195	251	249	
"	3	62	70	330	President Grant	"	13	236	253	385	
"	13	251	159	473	K. Auguste Victoria	"	18	551	296	416	
"	10	32	95	210	Pennsylvania	"	20	169	243	142	
"	18	29	69	117	Patricia	"	27	191	206	127	
					Hamburg	"	30	172	146	51	
"	27	172	215	404	Amerika	July	2	461	263	842	
"	27	26	107	269	Pretoria	"	4	163	223	240	2199
					Moltke	"	9	185	252	213	
July	11	226	265	422	K. Auguste Victoria	"	16	538	289	715	
"	8	88	181	536	President Lincoln	"	18	234	237	371	
"	23	60	187	402	Pennsylvania	Aug.	1	94	141	150	
Aug.	1	306	290	574	Amerika	"	6	245	162	434	
July	30	46	145	334	Patricia	"	8	48	74	97	
Aug.	9	199	190	170	Bluecher	"	13	64	73	134	
"	6	68	125	161	Pretoria	"	15	42	57	89	
"	15	305	307	495	K. Auguste Victoria	"	20	234	101	479	
"	13	34	210	174	Graf Waldersee	"	22	25	81	94	
"	18	186	254	345	President Lincoln	"	29	67	87	196	

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	"	29	414	256	562	Amerika	Sept.	3	159	109	261
	"	25	231	260	581	President Grant	"	5	52	70	133
	Sept.	6	221	229	247	Bluecher	"	10	49	91	119
	"	4	186	227	334	Pennsylvania	"	12	21	48	71
	"	11	577	296	623	K. Auguste Victoria	"	17	170	108	280
	"	10	184	209	361	Patricia	"	19	18	37	67
	"	11	183	241	103	Hamburg					
	"	18	179	208	416	Pretoria	"	26	28	39	93
	"	26	483	237	777	Amerika	Oct.	1	154	85	411
	"	25	185	205	674	Graf Waldersee	"	3	26	38	74
	Oct.	4	196	235	131	Bluecher	"	8	34	62	94
	Sept.	30	241	259	791	President Lincoln	"	10	96	54	141
2201	Oct.	2	191	248	128	Moltke					
	"	9	487	289	557	K. Auguste Victoria	"	15	151	74	472
	"	7	222	255	479	President Grant	"	17	83	52	122
	"	16	88	236	643	Pennsylvania	"	24	10	33	101
	"	25	429	282	666	Amerika	"	29	110	83	392
	"	22	32	258	522	Patricia	"	31	15	28	97
	"	30	82	194	461	Pretoria	Nov.	7	7	45	131
	Nov.	7	359	285	1059	K. Auguste Victoria	"	12	166	66	388
	"	3	121	274	550	Bluecher	"	14	27	55	90
	"	14	95	177	789	President Lincoln					
	"	21	190	286	1569	Amerika	"	26	130	94	458
						Batavia	"	28	..	27	65
	Dec.	8	218	194	1534	K. Auguste Victoria	Dec.	12	252	202	652
2202	"	6	40	127	1058	Patricia	"	19	6	55	185
	"	21	261	216	1985	Amerika					
	"	25	19	104	845	Pretoria					
	70 Trips		10595	12790	36599	Totals	70 Trips		9987	10338	36972

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Table XXVIII.

HAMBURG-AMERICAN LINE.

New York—Mediterranean, Express and Regular Service.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Hamburg	Jan. 4	94	31	565
Jan. 23	38	25	174	Moltke	" 29	271	..	419
Feb. 11	10	30	263	Hamburg	Feb. 15	73	34	881
Mar. 25	21	77	541	Hamburg	Mar. 31	142	111	436
Apr. 18	117	90	439	Moltke	Apr. 22	225	119	1365
May 10	33	55	373	Hamburg	May 14	119	81	885
" 26	50	35	160	Moltke	June 2	194	110	1295
June 23	17	56	175	Hamburg				
July 6	15	44	223	Moltke				
				Hamburg	Sept. 15	34	51	1077
				Moltke	Oct. 8	78	61	650
Oct. 17	104	154	376	Hamburg	Nov. 3	95	51	602
Nov. 21	..	59	156	Batavia				
				President Lincoln	" 24	139	61	986
" 30	50	124	420	Moltke	Dec. 8	92	30	509
Dec. 23	59	136	522	Hamburg				
12 Trips	514	885	3822	Totals	12 Trips	1556	740	9670

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Table XXIX.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—HALIFAX.

Halifax Arrival	Westbound III	Steamer
Apr. 6	100	Pretoria
May 23	661	Badenia
June 29	148	Armenia
3 Trips	909	

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Table XXX.

HELLENIC TRANS-ATLANTIC (GREEK) LINE.

NEW YORK—ITALY—GREECE.

	N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Greek
	Jan. 27	14	120	Moraitis*	Feb. 2	35	860	169
2208	Apr. 3	34	231	Moraitis*	Apr. 11	39	765	492
	May 25	35	146	Moraitis*	June 6	42	746	497
	July 29	53	190	Moraitis*	Aug. 5	32	391	415
	Sept. 30	56	146	Moraitis*	Oct. 10	45	250	350
	Dec. 7	34	165	Themistocles*	Dec. 10	14	..	153
	6 Trips	226	998	Totals	6 Trips	207	3012	2076
								3012
							Total III	5088

*Eastbound—Not official figures.

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Table XXXI.

HOLLAND-AMERICA LINE.

New York—Rotterdam.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 1	30	134	915	Statendam	Jan. 8	31	69	677
" 14	37	96	410	Ryndam	" 22	22	93	1149
" 29	29	61	286	Noordam	Feb. 5	29	61	1308
Feb. 6	29	90	233	Statendam	" 12	36	42	663
" 18	44	163	428	Ryndam	" 26	22	50	857
Mar. 3	16	205	442	Noordam	Mar. 11	28	56	694
" 10	29	150	251	Statendam	" 18	18	80	1180
" 24	32	282	572	Ryndam	" 31	107	115	1624
Apr. 1	14	141	191	Potsdam	Apr. 8	37	67	647
" 8	47	185	376	Noordam	" 15	54	89	623
" 15	19	72	166	Statendam	" 22	44	61	162
" 20	48	78	193	New Amsterdam	" 29	255	276	254
" 29	36	94	85	Ryndam	May 6	98	151	153
May 11	60	232	202	Noordam	" 20	151	211	203
" 19	32	101	209	Statendam	" 27	41	127	85
" 25	97	100	222	New Amsterdam	June 3	314	308	1534
June 2	33	102	202	Ryndam	" 10	207	192	130
" 9	48	87	192	Potsdam	" 17	191	183	2041
" 16	56	145	126	Noordam	" 24	225	201	1145
" 22	79	80	131	Rotterdam	July 1	389	354	296
" 29	80	76	142	New Amsterdam	" 8	263	284	187
July 7	83	147	147	Ryndam	" 15	203	177	113
" 21	93	233	281	Noordam	" 28	134	139	1734
Aug. 3	228	229	312	Rotterdam	Aug. 11	111	99	241
" 10	133	185	172	New Amsterdam	" 18	74	53	138
" 17	107	156	132	Ryndam	" 25	34	50	100
" 24	163	159	119	Statendam	Sept. 1	23	46	1172
Sept. 1	232	247	173	Noordam	" 8	49	46	84
" 7	445	564	230	Rotterdam	" 15	83	52	133
" 14	325	401	202	New Amsterdam	" 22	42	59	131

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	" 22	222	267	248	Ryndam	" 29	33	58	95
	" 29	153	194	213	Statendam	Oct. 6	17	30	102
	Oct. 5	186	236	116	Noordam	" 13	32	45	85
	" 12	336	245	192	Rotterdam	" 20	57	36	128
	" 19	114	147	177	New Amsterdam	" 27	38	49	73
	" 27	130	224	151	Ryndam	Nov. 3	20	30	99
	Nov. 3	40	103	174	Statendam	" 10	21	19	66
	" 9	56	123	244	Noordam	" 17	29	52	57
	" 25	78	146	545	New Amsterdam	Dec. 1	61	71	171
	Dec. 1	39	134	344	Ryndam	" 8	15	63	99
	" 9	16	84	354	Statendam	" 15	7	64	115
2213	" 23	30	125	936	Noordam	" 29	18	42	57
	42 Trips	4104	7023	11436	Totals	42 Trips	3663	4350	20605

Table XXXII.

INSULAR NAVIGATION COMPANY.

NEW YORK—AZORES, LISBON.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 11	5	99	Peninsular	Jan. 16	1	18
2214 June 1	33	239	Peninsular	June 7	15	62
July 15	53	176	Peninsular	July 21	17	209
3 Trips	91	514	Totals	3 Trips	33	289

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Table XXXIII.

ITALIA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.
Apr. 10	32	400	Ancona	Apr. 23	15	624	271
June 1	38	239	Ancona	June 11	35	995	660
			Verona	July 6	42	781	674
July 17	50	294	Ancona				2216
Aug. 25	34	321	Verona				
Sept. 19	48	388	Taormina	Oct. 4	33	564	297
Oct. 14	46	354	Verona	" 21	4	242	42
Nov. 6	24	345	Taormina	Nov. 16	18	474	8
Dec. 19	40	732	Ancona				
8 Trips	312	3073	Totals	6 Trips	147	3680	1952
							3680
						Total III	5632

ITALIA.

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Philadelphia—Mediterranean.

Phila. Arrival	Westbound I	Westbound III	Steamer	Phila. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.
			Ancona	Apr. 22	..	1159	184
			Ancona	June 10	..	911	53
			Verona	July 4	..	845	30
			Ancona	" 26	28	1980	416
			Verona	Sept. 3	4	1234	529

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			Taormina	Oct. 1	..	1133	14
			Verona	" 20	..	518	21
Nov. 8	3	112	Taormina	Nov. 14	..	366	1
			Ancona	Dec. 28	4	153	6
1 Trip	3	112	Totals	9 Trips	36	8299	1254
							8299
						Total III	9553

Table XXXIV.

2219 LA VELOCE.

NEW YORK--MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	III Ital.	III Cont.
Jan. 14	32	343	Nord America	Jan. 18	26	..	813	..
Feb. 11	50	434	Europa	Feb. 19	44	..	683	..
" 27	13	230	Nord America	Mar. 4	19	..	515	..
Mar. 31	86	678	Brasile	Apr. 4	8	52	817	..
Apr. 24	30	613	Nord America	" 29	36	..	1055	258
May 14	62	323	Brasile	May 20	6	42	602	408
2220 June 8	48	230	Nord America	June 13	87	..	724	420
" 24	34	197	Brasile	" 27	31	62	564	443
July 24	62	233	Nord America	July 29	58	..	990	301
Aug. 18	76	364	Europa	Aug. 26	24	24	1287	471
Sept. 16	101	355	Nord America	Sept. 22	23	..	617	404
Oct. 27	74	546	Nord America	Oct. 31	38	..	689	54
Dec. 6	70	503	Nord America	Dec. 9	8	..	318	33
13 Trips	738	5049	Totals	13 Trips	408	180	9674	2792
							9674	
						Total III	12466	

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Table XXXV.

LEYLAND LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	Steamer	Boston Departure	Eastbound I	
		Winifredian	Jan. 1	2	
Mar. 25	10	Devonian	Apr. 1	13	
Apr. 3	4	Canadian			
" 9	14	Winifredian	" 15	8	
" 22	8	Bohemian	" 30	20	2222
May 11	26	Winifredian	May 16	54	
June 5	47	Devonian	June 12	104	
" 14	4	Winifredian	" 20	114	
" 24	15	Canadian	" 27	74	
July 7	32	Devonian	July 11	74	
Aug. 5	25	Cestrian	Aug. 8	8	
" 19	50	Bohemian	" 22	15	
" 25	63	Winifredian	Sept. 2	20	
Sept. 1	116	Devonian	" 9	12	
" 9	50	Cestrian	" 16	2	
" 15	75	Canadian	" 23	3	
" 22	61	Bohemian	" 30	35	
" 29	97	Winifredian	Oct. 7	16	2223
Oct. 5	62	Devonian	" 17	5	
" 26	20	Bohemian	" 31	2	
Nov. 4	12	Winifredian	Nov. 11	5	
" 11	3	Canadian	" 18	2	
" 18	6	Devonian	" 25	6	
" 24	12	Bohemian	Dec. 2	8	
23 Trips	812	Totals	23 Trips	602	

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Table XXXVI.

LEYLAND LINE.

NEW ORLEANS—LIVERPOOL, LONDON, HAVRE.

	N. O. Arrival		I	Westbound Steamer	N. O. Departure		Eastbound I
				*Antillian	Jan.	2	1
	Jan.	1	13	*Louisianian			
	"	20	2	*Barbadian			
	"	20	2	†Asian			
2225				*Cestrian	Feb.	2	4
	"	5	9	*Californian	"	12	2
	"	27	6	*Mexican			
	Feb.	12	5	*Wm. Cliff	"	16	2
				*Colonian	"	21	1
	"	20	13	*Antillian	Mar.	22	8
	"	23	1	*Yucatan			
	"	23	1	*Cuban			
	"	24	6	*Floridian			
	Mar.	4	10	*Louisianian	"	15	1
	"	6	13	*Jamaican			
	"	20	3	*Belgian			
	"	21	6	†Oxonian			
2226	"	27	6	‡Barbadian			
				*Cestrian	Apr.	21	26
				*Memphian	"	24	5
	"	28	3	*Texan	"	27	5
	Apr.	22	3	*Mexican			
	"	23	10	**Median			
	"	24	1	‖Colonian	May	6	11
	"	24	17	†Californian	"	28	21
	May	3	10	*Floridian	"	15	3
	"	4	5	*Wm. Cliff	"	21	6
	"	11	1	§Asian	June	4	13

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"	28	2	*Jamaican		
June	6	8	*Louisianian	" 12	11
			*Atlantian	" 13	14
"	24	8	*Indian		
"	27	8	*Mercian	July 8	6
July	7	7	*Barbadian		
"	22	12	†Californian	Aug. 8	23
"	26	9	‖Colonian	" 21	3
Aug.	6	11	*Louisianian		
"	15	1	*Median	" 21	5
"	21	10	*Cuban		
			†Etonian	Sept. 4	4
Sept.	18	1	*Mercian	" 30	3
"	14	9	‖Atlantian	Oct. 6	3
"	18	12	†Asian		
"	20	6	§Antillian		
"	24	2	*Californian	" 16	4
"	29	5	*Tampican		
Oct.	10	6	*Wm. Cliff		
"	16	2	*Texan	" 29	2
"	17	46	*Cestrian	Nov. 7	1
"	19	8	†Colonian		
Nov.	9	3	*Louisianian		
"	14	11	*Kingstonian	" 24	1
"	23	6	*Asian	Dec. 3	6
"	23	1	*Cuban		
Dec.	5	1	*Atlantian		
"	12	12	*Barbadian		
"	12	9	*Alexandrian		
"	14	3	*Antillian		
"	16	4	*Colonian		
52 Trips		369	Totals	29 Trips	195

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*Liverpool †London. ‡Hamburg. **Manchester.
‖Bremen. §Harve.

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Table XXXVII.

LLOYD ITALIANO.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.
Jan. 23	32	420	Mendoza	Jan. 28	1	783	..
Mar. 4	22	460	Florida	Mar. 10	4	228	..
2231 " 24	15	437	Luisiana	" 28	6	210	..
Apr. 20	22	618	Florida	Apr. 25	2	1453	241
May 9	5	345	Luisiana	May 13	7	549	1058
June 6	6	256	Florida	June 17	19	1092	434
" 30	18	239	Indiana	July 15	17	1024	577
July 30	17	246	Luisiana	Aug. 5	8	1156	492
Sept. 11	24	461	Luisiana	Sept. 17	2	1073	534
Oct. 18	22	444	Indiana	Oct. 24	2	168	77
Nov. 11	17	570	Luisiana	Nov. 18	7	894	71
" 29	8	487	Indiana	Dec. 5	12	601	41
Dec. 23	16	919	Luisiana	" 29	4	195	16
13 Trips	224	5902	Totals	13 Trips	91	9426	3541
2232							9426
						Total III	12967

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Table XXXVIII.

LLOYD SABAUDO.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I Ital.	II Cont.	III	
				Regina d'Italia	Jan. 18	12	..	420	..
Feb. 28	24	..	496	Principe di Piemonte	Mar. 7	40	..	469	..
Mar. 22	8	..	332	Regina d'Italia	" 28	24	..	497	..
Apr. 4	14	..	305	Re d'Italia	Apr. 9	38	..	1975	220
" 24	25	..	584	Principe di Piemonte	" 30	58	..	1705	180
May 16	45	..	319	Regina d'Italia	May 23	64	..	1540	458
June 1	26	104	295	Principe di Udine	June 6	102	149	882	212
July 2	36	41	235	Principe di Piemonte	July 11	70	68	1534	265
Aug. 13	61	62	397	Re d'Italia	Aug. 22	41	10	1439	165
Sept. 16	71	69	339	Principe di Piemonte	Sept. 24	55	14	1588	90
Oct. 7	54	64	322	Re d'Italia	Oct. 15	32	9	548	48
" 23	58	124	343	Regina d'Italia	Oct. 29	16	23	1248	88
Nov. 24	49	60	575	Re d'Italia	Nov. 30	16	2	1132	37
Dec. 4	20	40	357	Regina d'Italia	Dec. 8	23	9	564	14
13 Trips	491	564	4899	Totals	14 Trips	591	284	15541	1777
									15541
								Total III	17318

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Table XXXIX.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	III Ital. Cont.
	Jan. 8	..	8	153	Sannio	Jan. 15	..	36	933	..
					Il Piemonte	" 28	..	2	850	..
2237	" 31	..	43	266	Lazio	Feb. 12	..	26	976	..
	Feb. 17	25	..	353	Duca degli Abruzzi	" 26	28	..	967	..
	Mar. 20	..	50	439	Sannio	Mar. 25	..	52	580	..
	" 31	24	..	805	Duca degli Abruzzi	Apr. 7	35	..	1951	..
	Apr. 23	..	56	383	Campania	May 2	..	47	1535	510
	May 12	44	..	787	Duca degli Abruzzi	" 16	70	..	1431	548
	" 29	..	37	353	Liguria	June 3	27	..	560	847
	June 17	65	..	426	Duca degli Abruzzi	July 1	75	..	1463	430
	July 11	..	9	225	Sannio	" 18	..	41	1289	630
	Aug. 6	..	43	359	Liguria	Aug. 12	..	29	1079	454
	Sept. 1	72	..	574	Duca degli Abruzzi	Sept. 9	66	..	1472	355
	" 30	..	54	406	Sannio	Oct. 8	..	38	338	90
	Oct. 10	82	..	777	Duca degli Abruzzi	" 17	42	..	1667	78
2238	Nov. 2	77	13	679	Duca di Genoa	Nov. 7	30	17	1340	29
	" 27	..	51	445	Lombardia					
	Dec. 8	63	16	1145	Duca di Genoa	Dec. 10	18	17	862	9
	" 24	..	36	739	Liguria					
	18 Trips	452	416	9314	Totals	17 Trips	391	305	19293	3980
										19293
									Total III	23273

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NAVIGAZIONE GENERALE ITALIANA.

PHILADELPHIA—MEDITERRANEAN.

Steamer	Phila. Departure	II	III Ital.	III Cont.
Lombardia	Dec. 3	6	790	44
				790
			Total III	834

Table XL.

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NAVIGAZIONE GENERALE ITALIANA.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound II	III	Steamer	N. O. Departure	Eastbound II	III
Mar. 11	..	207	Liguria	Mar. 25	30	471
Oct. 13	32	381	Liguria	Oct. 24	19	140
2 Trips	32	588	Totals	2 Trips	49	611

Table XLI.

2241

NEW YORK & CONTINENTAL LINE

NEW YORK—ROTTERDAM, HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Apr. 9	..	..	9	Volturno	Apr. 12	..	1	472
" 26	..	1	4	Avoca	May 5	4	10	745
May 2	..	2	6	Jelunga	" 9	6	12	711
June 13	..	..	43	Jelunga	June 20	2	..	259
July 18	7	..	176	Jelunga	July 28	..	..	300
Aug. 13	..	9	40	Volturno	Aug. 22	..	4	302
6 Trips	7	12	278	Totals	6 Trips	12	27	2789

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Table XLII.

NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Kronprinz Wilhelm	Jan. 7	233	220	783
Jan. 14	274	235	165	Kronprinzessin Cecilie	" 21	335	281	873
" 31	187	189	244	Kaiser Wilhelm II	Feb. 4	229	289	832
2243 Feb. 11	257	214	229	Kronprinzessin Cecilie	" 18	298	197	887
" 26	184	247	258	Kaiser Wilhelm II	Mar. 3	223	201	904
Mar. 11	284	214	207	Kronprinzessin Cecilie	" 17	336	199	913
" 18	121	107	165	Kronprinz Wilhelm	" 24	130	143	912
" 25	148	141	205	Kaiser Wilhelm II	" 31	330	218	883
Apr. 2	79	95	187	K. Wm. der Grosse	Apr. 7	128	169	742
" 8	254	230	310	Kronprinzessin Cecilie	" 14	335	122	443
" 15	118	110	237	Kronprinz Wilhelm	" 21	124	139	418
" 21	215	113	143	Kaiser Wilhelm II	" 28	434	288	693
" 29	100	74	51	K. Wm. der Grosse	May 5	170	201	714
May 6	296	171	233	Kronprinzessin Cecilie	" 12	425	274	660
" 13	166	100	137	Kronprinz Wilhelm	" 19	243	253	696
" 20	182	151	251	Kaiser Wilhelm II	" 26	361	317	678
" 27	125	136	220	K. Wm. der Grosse	June 2	282	259	593
2244 June 2	314	158	195	Kronprinzessin Cecilie	" 9	506	319	435
" 10	153	125	137	Kronprinz Wilhelm	" 16	286	210	360
" 17	192	140	169	Kaiser Wilhelm II	" 23	392	242	291
" 23	145	160	196	K. Wm. der Grosse	" 30	359	284	472
" 30	430	231	163	Kronprinzessin Cecilie	July 7	432	312	625
July 7	162	118	140	Kronprinz Wilhelm	" 14	186	158	396
" 14	228	209	193	Kaiser Wilhelm II	" 21	311	204	414
" 21	147	228	176	K. Wm. der Grosse	" 28	188	112	273
" 28	336	205	201	Kronprinzessin Cecilie	Aug. 4	286	132	428
Aug. 5	298	234	172	Kronprinz Wilhelm	" 11	94	119	351
" 11	264	220	217	Kaiser Wilhelm II	" 18	133	123	357

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"	18	158	184	232	K. Wm. der Grosse	"	25	71	78	279
"	25	426	328	288	Kronprinzessin Cecilie	Sept.	1	157	109	289
Sept.	1	359	348	329	Kronprinz Wilhelm	"	8	62	96	263
"	8	558	359	322	Kaiser Wilhelm II	"	15	116	100	264
"	15	408	357	429	K. Wm. der Grosse	"	22	84	74	223
"	22	578	330	427	Kronprinzessin Cecilie	"	29	177	93	224
"	29	348	327	337	Kronprinz Wilhelm	Oct.	6	126	76	299
Oct.	6	473	295	429	Kaiser Wilhelm II	"	13	139	74	221
"	14	232	238	488	K. Wm. der Grosse	"	20	123	61	202
"	20	331	232	493	Kronprinzessin Cecilie	"	27	167	60	136
"	28	229	217	531	Kronprinz Wilhelm	Nov.	3	103	47	205
Nov.	4	294	220	515	Kaiser Wilhelm II	"	10	202	62	210
"	11	157	166	529	K. Wm. der Grosse	"	17	107	59	192
"	18	294	177	685	Kronprinzessin Cecilie	"	24	186	77	218
Dec.	2	284	211	767	Kaiser Wilhelm II	Dec.	8	216	100	537
"	23	292	277	703	K. Wm. der Grosse					
43 Trips		11080	8821	12705	Totals	43 Trips		9825	7151	20788

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Table XLIII.

NORTH GERMAN LLOYD.

Regular Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Barbarossa	Jan. 2	10	95	396
Jan. 3	25	83	412	Prinzess Irene				
" 9	..	54	177	Seydlitz	" 16	..	50	737
2249 " 18	..	37	116	Koeln				
" 24	..	55	147	Buelow	" 28	..	27	787
" 30	27	79	161	Barbarossa	Feb. 11	15	80	876
Feb. 8	..	60	230	Neckar				
" 15	..	57	272	Cassel				
" 21	..	83	326	Rhein	" 27	..	74	559
" 29	..	65	245	Koeln				
Mar. 5	..	126	329	Seydlitz	Mar. 12	..	75	1376
" 14	..	86	324	Breslau				
" 21	..	104	271	Main	" 26	..	101	2465
" 30	..	153	541	Rhein				
Apr. 3	13	96	400	Barbarossa	Apr. 9	31	131	2234
" 12	..	78	419	Chemnitz				
2250 " 16	..	109	426	Seydlitz	" 23	..	127	1932
" 22	7	71	208	Luetzow	" 30	45	146	1619
" 29	14	103	246	Grosser Kurfuerst	May 7	182	377	501
May 8	..	149	155	Main	" 14	..	273	173
" 14	27	183	304	Barbarossa	" 21	153	276	344
" 22	16	141	324	Derfflinger	" 28	85	115	260
" 28	4	152	376	Luetzow	June 4	81	123	198
June 3	12	217	359	Grosser Kurfuerst	" 11	252	391	688
" 11	11	151	476	Bremen	" 18	225	249	652
				Friedrich der Grosse	" 20	159	171	988
" 15	96	104	389	Prinz Fried'h Wilhelm	" 25	355	194	1741
" 25	11	149	366	Barbarossa	" 27	230	214	169

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July	1	5	117	431	Luetzow	July	9	91	116	758
"	8	35	118	442	Prinzess Alice	"	16	187	153	865
"	15	31	207	502	Bremen	"	23	142	209	1268
"	21	141	198	641	Prinz Fried'h Wilhelm	"	30	216	143	500
"	29	72	176	429	Barbarossa	Aug.	6	86	77	1401
Aug.	5	38	167	485	Buelow	"	13	13	47	256
"	11	86	281	589	Grosser Kurfuerst	"	20	51	72	498
"	18	225	198	420	Bremen	"	27	14	47	512
"	24	329	266	592	Prinz Fried'h Wilhelm	Sept.	3	56	68	701
"	25	..	234	44	Rhein					
Sept.	2	179	301	644	Barbarossa	"	10	18	80	473
"	8	..	257	315	Main					
"	9	197	280	382	Friedrich der Grosse	"	17	23	61	430
"	15	252	465	792	Grosser Kurfuerst	"	24	56	99	483
"	21	..	356	254	Neckar					
"	25	91	132	281	Buelow	Oct.	1	4	17	228
"	28	362	329	470	Prinz Fred'h Wilhelm	"	8	80	79	565
Oct.	6	..	356	91	Rhein					
"	7	151	280	272	Barbarossa	"	10	5	23	108
"	14	117	273	399	Friedrich der Grosse	"	22	26	56	393
"	20	145	442	496	Grosser Kurfuerst	"	29	16	49	353
"	29	..	319	557	Main	Nov.	5	..	36	244
Nov.	4	231	268	610	Prinz Fried'h Wilhelm	"	12	51	46	379
"	12	36	170	691	Barbarossa					
					Koenig Albert	"	19	13	42	336
"	18	24	179	771	Friedrich der Grosse	"	26	19	26	336
"	27	28	221	970	Grosser Kurfuerst	Dec.	3	25	119	626
Dec.	5	..	149	1014	Main					
"	8	122	177	1309	Prinz Fried'h Wilhelm	"	12	85	144	584
"	19	15	146	1409	Scharnhorst	"	24	5	19	135
"	26	..	110	1704	Gneisenau	"	31	..	16	130
56	Trips	3175	9917	26014	Totals	45	Trips	3105	5133	31257

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Table XLIV.

NORTH GERMAN LLOYD.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Koenigin Luise	Jan. 4	53	57	345
				Prinzess Irene	" 11	88	65	786
Jan. 25	64	103	286	Friedrich der Grosse	" 27	112	51	359
Feb. 7	59	68	216	Koenig Albert	Feb. 9	143	111	671
				Neckar	" 15	..	46	137
2255 " 20	43	89	318	Prinzess Irene	" 29	151	53	434
Mar. 5	51	91	232	Friedrich der Grosse	Mar. 7	102	62	149
" 13	35	107	209	Koenigin Luise	" 14	120	70	404
" 27	53	129	339	Koenig Albert	" 28	153	80	264
Apr. 2	72	132	378	Prinzess Irene	Apr. 4	134	88	1191
" 9	55	119	231	Friedrich der Grosse	" 11	147	42	1615
" 17	51	186	434	Koenigin Luise	" 18	144	49	1588
" 30	73	70	168	Koenig Albert	May 2	176	123	1467
May 8	92	186	502	Prinzess Irene	" 10	162	122	867
" 14	55	81	161	Friedrich der Grosse	" 16	158	103	1599
" 21	60	113	177	Koenigin Luise	" 30	152	114	1582
June 4	96	105	207	Koenig Albert	June 6	169	116	1560
" 10	53	95	114	Prinzess Irene	" 20	185	127	1070
2256 " 18	64	118	87	Friedrich der Grosse				
July 2	52	72	155	Koenigin Luise	July 4	162	160	1024
" 9	54	89	198	Koenig Albert	" 18	165	139	1186
" 22	72	132	160	Prinzess Irene	Aug. 1	82	90	1619
Aug. 6	80	179	176	Koenigin Luise	" 15	27	63	1660
" 20	84	147	185	Koenig Albert	" 22	50	51	1463
Sept. 3	178	196	286	Prinzess Irene	Sept. 5	58	49	1576
" 17	189	216	176	Koenigin Luise	" 26	81	46	1335
" 25	176	159	354	Koenig Albert	Oct. 10	91	41	619
Oct. 9	181	217	335	Prinzess Irene	" 24	134	42	1039
" 30	167	218	323	Koenigin Luise	Nov. 7	104	55	502

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Nov. 12	118	161	341	Koenig Albert Barbarossa	" 21	69	29	789
" 27	106	188	441	Prinzess Irene	Dec. 9	98	34	530
Dec. 10	108	223	648	Koenigin Luise				
" 26	83	149	699	Barbarossa				
30 Trips	2624	4138	8536	Totals	30 Trips	3471	2278	29436

Table XLV

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN. 2258

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III
Jan 5	27	281	Cassel	Jan. 9	14	202
" 11	12	178	Frankfurt			
" 20	3	176	Koeln	" 24	17	415
" 26	24	131	Breslau	" 29	9	163
" 31	5	117	Hannover			
Feb. 7	11	164	Brandenburg	Feb. 12	13	144
" 19	4	168	Cassel	" 22	4	230
" 28	43	207	Chemnitz	Mar. 4	19	418
Mar. 18	12	149	Breslau Rhein	" 21	33	752
				Apr. 3	61	802
" 21	38	180	Frankfurt	" 11	..	657
Apr. 15	45	361	Chemnitz	" 18	18	88
" 23	55	320	Breslau	" 29	97	76
May 8	17	112	Cassel	May 13	91	123
" 20	113	326	Neckar	" 27	209	225
June 4	43	252	Breslau	June 10	154	187
" 17	81	292	Main	" 24	464	77
" 30	29	261	Neckar	July 8	236	140
July 9	36	174	Hannover			
" 15	66	200	Breslau	" 22	76	100
" 29	61	272	Main	Aug. 5	69	92
Aug. 7	28	243	Koeln			
" 10	99	171	Neckar	" 19	39	73
" 27	86	174	Rhein	Sept. 2	64	65
Sept. 3	27	171	Chemnitz			
" 9	151	237	Main	" 16	33	90
" 22	102	323	Neckar	" 30	27	95
Oct. 1	18	231	Hannover			
" 8	92	109	Rhein	Oct 14	43	108

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"	15	27	184	Koeln			
"	22	63	276	Brandenburg	" 28	20	46
Nov.	4	62	219	Neckar	Nov. 11	32	42
"	12	20	214	Chemnitz			
"	19	37	375	Rhein	" 25	7	66
Dec.	7	8	388	Main	Dec. 10	21	80
"	17	48	587	Neckar	" 23	4	37
35	Trips	1593	8223	Totals	28 Trips	1874	5593

Table XLVI.

2261 NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III
			Chemnitz	Jan. 7	10	60
Jan. 20	13	197	Frankfurt	" 27	7	51
			Borkum	Feb. 6	..	9
Feb. 9	20	104	Hannover	" 17	7	65
Mar. 9	39	219	Koeln	Mar. 18	53	129
" 31	35	186	Frankfurt	Apr. 3	36	112
May 24	69	307	Frankfurt	May 30	123	262
July 18	78	290	Hannover	Aug. 10	34	100
2262 " 23	42	132	Koeln	" 31	5	54
Sept. 12	54	218	Chemnitz	Sept. 26	32	57
Oct. 9	77	206	Hannover	Oct. 19	5	59
" 23	77	87	Koeln	Nov. 2	8	33
Nov. 20	45	251	Chemnitz	" 30	15	45
Dec. 19	27	179	Koeln	Dec. 28	17	23
12 Trips	576	2376	Totals	14 Trips	352	1059

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Table XLVII.

PRINCE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III Ital.	III Az.
			Napolitan Prince	Jan. 2	1	614	8
Jan. 20	16	86	Sicilian Prince	" 23	1	1067	9
Mar. 24	20	110	Napolitan Prince	Mar. 31	4	282	37
Apr. 20	13	245	Sicilian Prince	Apr. 23	5	332	22
3 Trips	49	441	Totals	4 Trips	11	2295	76
							2295
						Total III	2371

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Table XLVIII.

RED STAR LINE.

New York—Antwerp.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Kroonland	Jan. 4	5	80	1189
Jan. 2	10	45	286	Finland	" 8	19	48	957
" 7	13	60	190	Vaderland	" 15	3	129	1322
" 15	..	..	179	Samland	" 22	..	..	1128
" 22	14	97	237	Zeeland	" 29	21	87	1131
" 30	5	80	199	Kroonland	Feb. 5	11	76	1324
Feb. 6	20	52	212	Finland	" 12	28	46	945
" 11	13	76	249	Vaderland	" 19	18	107	781
" 19	..	..	222	Samland	" 26	..	..	48
" 25	13	130	288	Zeeland	" 29	12	35	261
Mar. 3	16	91	341	Kroonland	Mar. 7	18	77	658

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	"	10	14	92	268	Finland	"	14	20	75	368
	"	18	26	127	319	Vaderland	"	21	19	69	501
	"	24	10	89	363	Zeeland	"	28	74	109	364
	Apr.	1	10	143	365	Kroonland	Apr.	4	51	105	746
	"	8	49	134	444	Finland	"	11	43	90	163
	"	15	18	87	380	Vaderland	"	18	41	86	114
	"	21	5	82	245	Zeeland	"	25	91	150	177
	"	28	10	81	160	Kroonland	May	2	68	167	126
	May	5	27	138	122	Finland	"	9	42	144	152
	"	12	19	115	313	Vaderland	"	16	65	208	478
	"	19	24	74	373	Zeeland	"	23	78	224	614
2267	"	27	15	114	485	Kroonland	"	30	159	217	775
	June	2	41	117	384	Finland	June	6	192	202	1298
	"	10	24	119	457	Vaderland	"	13	162	156	393
	"	15	35	100	313	Zeeland	"	20	187	193	302
	"	23	42	112	345	Kroonland	"	27	265	189	417
	"	29	16	133	356	Finland	July	4	217	199	1036
	July	6	31	111	375	Vaderland	"	11	138	168	849
	"	13	25	149	310	Zeeland	"	18	161	160	738
	"	22	..	..	328	Gothland	"	25	..	..	256
	"	28	86	189	460	Kroonland	Aug.	1	135	122	509
	Aug.	3	89	171	401	Vaderland	"	8	52	77	536
	"	10	77	183	403	Finland	"	15	63	78	1388
	"	17	99	159	427	Zeeland	"	22	20	56	1317
	"	25	144	197	466	Kroonland	"	29	18	71	337
2268	"	31	179	204	515	Vaderland	Sept.	5	28	70	526
	Sept.	7	255	193	547	Finland	"	12	36	54	454
	"	14	192	216	708	Zeeland	"	19	28	62	545
	"	22	226	201	714	Kroonland	"	26	31	52	446
	"	28	185	209	732	Vaderland	Oct.	3	33	59	495
	Oct.	5	143	191	502	Finland	"	10	21	50	392
	"	13	75	215	513	Zeeland	"	17	11	43	380
	"	20	67	244	672	Kroonland	"	24	35	50	344
	"	30	..	..	526	Samland	Nov.	4	..	..	169
	Nov.	3	57	244	445	Finland	"	11	27	50	322
	"	9	18	166	590	Vaderland	"	18	17	21	374
	"	18	43	143	640	Kroonland	"	25	16	45	363

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" 27	21	133	591	Zeeland	Dec. 2	16	41	473
Dec. 3	..	..	407	Samland	" 9	..	..	231
" 9	15	142	608	Finland	" 16	13	62	124
" 17	26	133	678	Vaderland	" 23	9	34	72
" 23	10	135	704	Kroonland	" 30	19	32	40
" 29	14	98	447	Zeeland				
53 Trips	2566	6514	21804	Totals	53 Trips	2836	4725	29448

Table XLIX.

RED STAR LINE.

2270

PHILADELPHIA—ANTWERP—BOSTON.

Boston Arrival	Westbound II	Steamer	Phila. Departure	Eastbound II
Jan. 2	3	Marquette	Jan. 10	8
" 14	15	Manitou	" 24	10
" 30	17	Menominee	Feb. 7	11
Feb. 11	8	Marquette	" 21	9
" 26	6	Manitou	Mar. 6	7
		Menominee	" 20	17
		Marquette	Apr. 3	54
Apr. 8	6	Manitou	" 17	53
May 4	23	Marquette	May 15	58
" 19	34	Manitou	" 29	75
June 2	20	Menominee	June 12	120
" 15	27	Marquette	" 26	114
" 29	24	Manitou	July 10	85
July 13	28	Menominee	" 24	96
Aug. 10	87	Marquette	Aug. 21	45
" 24	104	Manitou	Sept. 4	18
Sept. 7	120	Menominee	" 18	37
" 21	116	Marquette	Oct. 2	23
Oct. 5	69	Manitou	" 16	15

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"	20	41	Menominee	Nov. 4	13
Nov.	3	38	Marquette	" 13	6
"	17	19	Manitou	" 27	4
Dec.	19	27	Marquette	Dec. 26	4
"	31	22	Manitou		
22 Trips		854	Totals	23 Trips	882

Table L.

RUSSIAN-AMERICAN LINE.

2273 NEW YORK—ROTTERDAM, LIBAU.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 3	..	11	247	Estonia	Jan. 11	..	3	494
Feb. 16	..	1	152	Korea	Feb. 22	..	6	279
Mar. 5	..	9	233	Lituania	Mar. 11	..	4	541
" 26	..	18	251	Estonia	Apr. 1	..	13	1087
Apr. 25	..	12	231	Korea	May 2	..	32	651
May 21	..	11	173	Estonia	" 27	..	29	1223
June 13	..	6	257	Russia	June 24	19	61	790
July 15	..	27	648	Estonia	July 22	..	26	550
" 28	..	22	456	Russia	Aug. 5	19	25	684
2274 Aug. 10	..	20	292	Korea	" 15	..	11	440
" 26	..	22	422	Estonia	Sept. 2	..	27	453
Sept. 9	20	61	649	Russia	" 16	..	16	298
" 26	..	23	388	Korea	" 30	..	10	150
Oct. 5	..	31	446	Estonia	Oct. 10	..	6	86
Nov. 12	..	31	567	Korea	Nov. 15	..	5	75
Dec. 3	..	14	458	Estonia	Dec. 7	..	1	103
" 23	..	16	326	Birma	" 29	..	7	178
17 Trips	20	335	6196	Totals	17 Trips	38	282	8082

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Table LI.

RUSSIAN VOLUNTEER FLEET.

NEW YORK—ROTTERDAM, LIBAU.

N. Y. Arrival	Westbound II	Westbound III	Steamer	N. Y. Departure	Eastbound II	Eastbound III
			Saratow	Jan. 1	..	775
Jan. 9	13	472	Moskwa	" 15	13	1142
" 25	13	408	Petersburg	" 29	5	808
Feb. 20	15	615	Kherson	Feb. 26	12	554
Mar. 20	11	479	Saratow	Mar. 25	22	1013
Apr. 2	10	303	Petersburg	Apr. 8	15	1183
" 17	7	455	Kherson	" 22	23	811
May 28	31	454	Petersburg	June 3	54	919
June 11	25	351	Kherson	" 17	18	867
8 Trips	125	3537	Totals	9 Trips	162	8072

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Table LII.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					United States	Jan. 4	15	38	38
	Jan. 30	31	74	128	Oscar II	Feb. 6	19	35	487
	Feb. 16	14	71	121	Hellig Olav	" 20	9	32	352
	" 27	16	92	179	United States	Mar. 5	15	22	415
	Mar. 5	4	44	138	C. F. Tietgen	" 12	7	14	125
2279	" 10	9	71	247	Oscar II	" 19	17	21	169
	" 27	15	113	487	Hellig Olav	Apr. 2	24	69	386
	Apr. 8	21	117	512	United States	" 16	26	65	414
	" 22	22	98	485	Oscar II	" 30	68	126	686
	May 5	14	122	522	Hellig Olav	May 14	78	113	853
					United States	" 28	75	114	834
	" 20	19	104	515	C. F. Tietgen	June 4	62	175	630
	June 3	28	81	341	Oscar II	" 11	110	104	797
	" 16	19	81	262	Hellig Olav	" 25	104	103	733
	" 30	16	78	270	United States	July 9	110	101	749
	July 14	31	65	273	C. F. Tietgen	" 23	51	110	475
	" 28	30	130	310	Hellig Olav	Aug. 6	45	83	465
	Aug. 11	59	97	311	United States	" 20	28	51	414
2280	" 25	98	99	391	Oscar II	Sept. 3	8	42	315
	Sept. 1	72	181	184	C. F. Tietgen	" 10	1	31	150
	" 8	117	95	528	Hellig Olav	" 22	15	34	307
	" 22	116	103	857	United States	Oct. 1	11	33	331
	Oct. 6	100	104	587	Oscar II	" 15	14	35	292
	" 15	34	173	210	C. F. Tietgen	" 22	5	31	157
	" 21	51	128	404	Hellig Olav	" 29	6	38	277
	Nov. 4	41	127	370	United States	Nov. 12	8	49	462
	" 19	20	115	193	Oscar II	" 26	7	55	498
	" 21	..	38	104	C. F. Tietgen	Dec. 3	..	52	527
	Dec. 2	24	56	165	Hellig Olav	" 10	34	84	960
	" 22	..	95	174	United States				
	28 Trips	1021	2752	9268	Totals	29 Trips	972	1860	13498

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Table LIII.

SICULA-AMERICANA.

New York Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.	
			San Giorgio	Jan. 4	1	269	..	
Jan. 26	5	126	San Giovanni	Feb. 1	26	927	..	
Feb. 20	4	166	San Giorgio	" 25	19	478	..	2282
Mar. 23	21	285	San Giovanni	Mar. 31	19	389	..	
Apr. 11	15	320	San Giorgio	Apr. 18	14	2500	..	
May 11	23	408	San Giovanni	May 14	10	1690	550	
" 22	21	128	San Giorgio	" 28	11	2068	348	
June 17	19	..	San Giovanni	June 20	17	1221	174	
July 1	13	185	San Giorgio	July 7	24	1086	320	
" 28	19	201	San Giovanni	Aug. 1	19	2127	263	
Aug. 14	12	121	San Giorgio	" 19	17	1785	115	
Sept. 6	24	250	San Giovanni	Sept. 10	17	1509	270	
" 23	17	236	San Giorgio	" 26	14	1396	131	
Oct. 19	30	360	San Giovanni	Oct. 22	3	205	18	
Nov. 2	17	343	San Giorgio	Nov. 6	3	534	59	
" 26	16	425	San Giovanni	Dec. 2	6	782	36	
Dec. 10	7	366	San Giorgio	" 10	16	304	46	2283
16 Trips	263	3920	Totals	17 Trips	230	19270	2330	
							19270	
						Total III	21600	

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SICULA AMERICANA.

BOSTON—MEDITERRANEAN

Steamer	Departure	I Ital.	I Az.	III
San Giorgio	Dec. 17	1	62	13
				62
			Total III	75

Table LIV.

2285

WHITE STAR LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 3	67	43	507	Celtic	Jan. 9	97	75	419
" 18	112	86	324	Baltic	" 23	153	148	1267
" 26	14	84	100	Arabic				
" 31	74	133	130	Celtic	Feb. 6	129	107	1282
Feb. 15	151	325	235	Baltic	" 20	159	140	1461
" 29	88	268	259	Celtic	Mar. 5	65	97	811
2286 Mar. 14	113	292	428	Baltic	" 19	124	104	720
				Cedric	" 26	103	138	364
" 29	109	312	358	Celtic	Apr. 2	81	73	756
Apr. 11	134	272	494	Baltic	" 16	139	121	398
" 18	234	100	265	Cedric	" 23	177	85	290
" 25	121	128	211	Arabic	" 30	168	179	167
May 1	169	114	283	Celtic	May 7	108	121	414
" 9	132	136	563	Baltic	" 14	219	243	676
" 16	135	131	256	Cedric	" 21	148	158	522
" 24	62	115	251	Arabic	" 28	153	180	582
" 30	116	159	356	Celtic	June 4	255	258	1051
June 5	116	160	483	Baltic	" 11	402	378	1207

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"	12	76	90	206	Cedric	"	18	270	316	498	
"	20	49	106	165	Arabic	"	25	254	260	457	
"	26	143	116	197	Celtic	July	2	297	334	788	
July	3	125	145	333	Baltic	"	9	297	305	776	
"	10	90	118	136	Cedric	"	16	329	239	546	
"	17	113	145	156	Arabic	"	23	220	183	443	
"	25	135	155	259	Celtic	"	30	135	128	256	
"	31	262	257	381	Baltic	Aug.	6	168	172	408	
Aug.	7	282	234	169	Cedric	"	13	89	85	227	
"	15	159	206	146	Arabic	"	20	70	92	139	
"	21	139	311	207	Celtic	"	27	52	73	168	
"	28	397	399	545	Baltic	Sept.	3	77	100	289	2288
Sept.	4	338	334	342	Cedric	"	10	51	105	166	
"	11	279	267	247	Arabic	"	17	42	92	151	
"	18	304	397	526	Celtic	"	24	46	85	192	
"	25	411	399	857	Baltic	Oct.	1	90	101	184	
Oct.	2	271	334	480	Cedric	"	8	80	78	127	
"	10	171	270	269	Arabic	"	15	48	92	138	
"	17	119	351	445	Celtic	"	24	67	83	208	
"	23	286	353	492	Baltic	"	31	105	141	262	
"	30	199	204	226	Cedric	Nov.	7	111	101	220	
Nov.	8	83	151	177	Arabic	"	14	77	133	197	
"	14	72	204	235	Celtic	"	21	95	122	335	
"	21	97	154	188	Baltic	"	28	100	136	468	
"	28	67	129	223	Cedric	Dec.	5	108	120	601	
Dec.	7	33	129	122	Arabic	"	12	55	226	403	2289
"	14	66	116	205	Celtic	"	19	66	90	181	
"	21	159	149	237	Baltic	"	26	82	62	135	
45 Trips		6872	9081	13674	Totals	45 Trips		6161	6659	21350	

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Table LV.

WHITE STAR LINE.

New York—Southampton.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit., Etc.	III Ital. Gr'ks.
					Adriatic	Jan. 1	206	70	368	83
2291	Jan. 8	118	62	43	Oceanic	" 15	168	109	963	62
	" 16	46	26	39	Majestic	" 22	38	49	520	87
	" 25	182	153	69	Adriatic	" 29	285	120	1322	208
	Feb. 5	132	130	103	Oceanic	Feb. 12	134	80	936	111
	" 20	245	208	176	Adriatic	" 26	267	70	679	116
	" 27	35	79	81	Majestic	Mar. 4	17	47	608	19
	Mar. 4	148	103	135	Oceanic	" 11	140	42	509	25
	" 12	25	76	85	Teutonic	" 18	37	47	528	43
	" 19	175	196	302	Adriatic	" 25	335	80	654	111
	" 27	30	81	152	Majestic	Apr. 1	51	54	544	93
	Apr. 1	169	174	315	Oceanic	" 8	111	57	450	49
	" 9	35	110	199	Teutonic	" 15	41	57	107	7
	" 16	203	170	367	Adriatic	" 22	316	64	213	1
2292	" 23	46	101	252	Majestic	" 29	92	76	103	4
	" 29	104	70	423	Oceanic	May 6	146	86	443	9
	May 9	70	173	355	Teutonic	" 13	49	72	376	7
	" 14	266	117	299	Adriatic	" 20	317	182	1026	30
	" 21	45	85	205	Majestic	" 27	71	119	568	9
	" 27	119	84	207	Oceanic	June 6	272	175	560	83
	June 4	45	109	168	Teutonic	" 10	136	173	375	8
	" 11	260	79	184	Adriatic	" 17	365	179	372	10
	" 18	67	60	149	Majestic	" 24	143	138	201	26
	" 24	105	50	120	Oceanic	July 1	322	155	401	11
	July 1	68	80	103	Teutonic	" 8	80	295	485	5
	" 9	223	104	148	Adriatic	" 15	326	140	549	28

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"	16	54	121	116	Majestic	"	25	118	125	140	107
"	22	109	93	194	Oceanic	"	29	190	86	187	12
"	30	83	69	110	Teutonic	Aug.	5	45	76	185	22
Aug.	6	334	196	206	Adriatic	"	12	174	84	400	42
"	13	101	159	122	Majestic	"	19	39	52	198	31
"	19	163	159	209	Oceanic	"	26	38	50	357	44
"	26	160	222	185	Teutonic	Sept.	2	23	55	244	36
Sept.	3	402	510	470	Adriatic	"	9	91	77	322	16
"	9	274	225	251	Majestic	"	16	39	59	176	9
"	16	385	268	330	Oceanic	"	23	96	45	287	10
"	23	247	180	258	Teutonic	"	30	24	41	226	46
Oct.	1	416	477	679	Adriatic	Oct.	7	212	94	373	78
"	7	99	270	266	Majestic	"	14	43	52	278	63
"	14	210	147	297	Oceanic	"	21	76	42	287	115
"	21	55	127	176	Teutonic	"	28	23	71	216	60
"	29	344	168	338	Adriatic	Nov.	4	176	59	467	57
Nov.	5	83	84	197	Majestic	"	11	27	56	176	40
"	11	167	107	153	Oceanic	"	18	118	96	381	60
"	19	34	99	116	Teutonic	"	25	25	41	236	109
"	26	317	120	209	Adriatic	Dec.	2	225	97	780	140
Dec.	3	53	91	108	Majestic	"	9	31	74	564	50
"	10	120	67	157	Oceanic	"	16	121	107	675	109
"	19	42	85	117	Teutonic	"	23	21	56	336	51
"	24	235	96	177	Adriatic	"	30	204	72	238	51
49	Trips	7448	6820	10121	Totals	50	Trips	6644	4403	21679	2603
											21679
										Total III	24282

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Table LVI.

WHITE STAR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III Ital.	III Az.	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Az.
					Cedric	Jan. 4	254	92	517	34
Jan. 16	56	61	177	..	Republic	" 25	233	136	1475	7
Feb. 9	67	92	278	..	Cedric	Feb. 15	420	1	355	24
2297 Mar. 3	48	71	312	97	Republic	Mar. 7	313	..	359	24
" 18	99	159	345	..	Cedric					
" 24	19	68	184	72	Cretic	" 28	232	1	511	72
Apr. 15	154	209	566	76	Republic	Apr. 18	291	..	1822	19
May 4	49	86	277	54	Cretic	May 9	234	..	1480	20
" 21	143	103	257	..	Republic					
June 13	51	67	173	..	Cretic	June 20	306	..	1497	38
" 29	23	75	221	106	Romanic	July 3	334	..	1175	132
Sept. 11	293	..	392	68	Cretic	Sept. 18	67	92	696	22
Oct. 30	161	111	406	..	Cretic	Nov. 6	95	82	846	5
					Republic	" 29	136	50	1353	42
Dec. 8	30	142	701	..	Cretic	Dec. 10	52	32	416	..
2298 13 Trips	1193	1244	4289	473	Totals	13 Trips	2967	486	12502	469
				4289						12502
			Total III	4762					Total III	12971

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Table LVII.

WHITE STAR LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan. 1	5	..	271	Cymric	Jan. 8	18	..	257	
Feb. 5	7	..	224	Cymric	Feb. 12	14	..	565	
Mar. 10	21	..	401	Cymric	Mar. 18	24	..	382	
Apr. 14	29	..	735	Cymric	Apr. 22	61	..	236	2300
May 19	55	..	787	Cymric	May 23	66	..	483	
				Republic	June 3	169	163	465	
June 15	74	..	390	Cymric	" 20	207	..	537	
" 28	90	162	148	Republic	July 4	227	220	419	
July 13	70	..	366	Cymric	" 18	174	..	467	
" 26	116	157	142	Republic	Aug. 1	94	131	231	
Aug. 9	115	..	413	Cymric	" 15	36	..	323	
" 23	192	326	256	Republic	" 29	57	49	159	
Sept. 7	211	..	621	Cymric	Sept. 12	13	..	226	
" 20	239	305	432	Republic	" 26	30	58	157	
Oct. 5	100	..	523	Cymric	Oct. 10	36	..	207	
" 19	94	270	309	Republic	" 24	21	125	151	
Nov 2	68	..	438	Cymric	Nov. 7	20	..	238	2301
" 22	29	166	162	Republic					
Dec. 1	43	..	244	Cymric	Dec. 9	26	..	320	
18 Trips	1558	1386	6862	Totals	18 Trips	1203	746	5823	

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Table LVIII.

WHITE STAR LINE.

Boston—Mediterranean.

Boston Arrival	Westbound I	II	III Ital.	III Az.	Steamer	Boston Departure	Eastbound I	II	III Ital.	III Az.
Jan. 3	47	51	283	172	Canopic	Jan. 11	117	27	692	131
" 25	17	42	162	43	Romanic	Feb. 1	154	49	411	80
Feb. 17	19	42	278	133	Canopic	" 22	175	32	355	100
Mar. 9	14	79	411	188	Romanic	Mar. 14	170	68	343	172
" 30	38	117	716	265	Canopic	Apr. 4	218	..	486	280
Apr. 20	65	157	595	129	Romanic	" 25	199	..	948	291
May 12	93	136	459	104	Canopic	May 16	204	..	1086	306
" 25	56	72	215	76	Romanic	" 30	280	..	783	135
June 23	110	104	267	100	Canopic	June 27	389	..	1203	142
Aug. 20	206	159	381	188	Romanic	Sept. 2	65	84	1138	586
					Cretic	" 19	..	..	675	180
Sept. 27	235	180	445	287	Canopic	Oct. 3	119	65	899	264
Oct. 20	92	118	422	128	Romanic	" 27	66	70	1084	455
Nov. 16	79	135	345	150	Canopic	Nov. 21	84	38	1171	176
" 30	30	63	362	74	Romanic	Dec. 5	49	57	1368	120
					Cretic	" 12	14	16	173	..
Dec. 29	44	98	725	79	Canopic					
15 Trips	1145	1553	6066	2116		Totals 16 Trips	2303	506	12815	3418
				6066						12815
			Total III	8182					Total III	16233

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Table LIX.

MISCELLANEOUS TABLE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I
Jan. 25	1	13	Gallia (Fabre, Marseilles)		
			Arabic (Clark's Oriental Cruise),	Feb. 6	648
Mar. 25	..	3	Gallia (Fabre, Marseilles)		
June 21	..	17	Roma " "		
Aug. 7	5	21	Roma " "		
Oct. 18	..	20	Neustria " "		
Nov. 2	..	9	Massilia " "		
Dec. 14	..	49	Gallia " "		
7 Trips	6	132	Totals	1 Trip	648

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2308 **Petitioner's Exhibit 157.**

For Private Circulation Only.

1909.

No. 11.

Report of The

TRANS-ATLANTIC PASSENGER MOVEMENT,

2309 Calendar Year 1909.

Tables showing the total for each line and for each port, and the grand total, the total by groups of lines, and the carryings per steamer of each line during the period.

New York, March, 1910.

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2320 Table I.

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Totals by Lines and Ports, also 1908 Grand Totals.

NEW YORK.

Westbound					Eastbound			
I	II	III	Trips		Trips	I	II	III
3411	7332	18974	50	American (Southampton)	49	2372	3176	12565
2081	12435	14091	46	Anchor (Glasgow)	46	1949	4913	6924
164	....	11531	19	" (Medit.)	13	50	....	2085
3598	....	....	42	Atlantic Transport (London)	41	3531	....	....
691	3176	34265	38	Austro-Amer. (Medit.-Adriat.)	34	520	858	9569
362	233	3156	12	Co. Trasatlantica (Spain-Med.)	12	274	176	2796
14354	16122	42730	67	Cunard (Liverpool)	66	12726	11479	19699
981	3215	38755	24	" (Medit.-Adriatic)	24	3111	876	8982
2321 486	33	20037	38	Fabre (Medit.)	29	505	....	6520
4452	14401	46754	100	French (Havre)	84	4271	5905	19078
423	112	6518	9	Greek (Medit.)	9	24	351	4107
1062	931	1238	5	Hamburg. Express (Hamburg)	5	805	584	1213
10592	19631	89799	74	" Regular (")	69	10368	9349	18410
1072	2688	16442	20	" (Medit.)	20	2059	1179	3258
4457	12557	30412	45	Holland (Rotterdam)	44	4215	4165	10090
890	....	14137	18	Italia (Medit.)	8	163	....	1115
1269	145	18656	18	La Veloce (Medit.)	14	421	72	3772
481	....	17564	20	Lloyd Italiano (Medit.)	20	230	....	2929
1468	119	18496	18	Lloyd Sabaudo (Medit.)	19	624	125	4612
122	273	5968	6	National Greek (Medit.)	6	54	228	2715
601	946	35486	28	Navigazione (Medit.)	27	600	535	7053
2322 10374	8742	24036	39	N. Ger. Lloyd Exp. (Bremen)	39	8815	51900	11116
5190	14148	67656	66	" " " Reg. (")	53	4966	5360	14337
2736	5923	30429	31	" " " (Medit.)	33	3843	2238	6143
....	332	9505	22	North West Transpt. (Rot'dam)	21	....	172	3341
3126	11438	48992	51	Red Star (Antwerp)	51	3285	3866	14327
....	765	14231	21	Russian-American (Libau, etc.)	19	....	229	4581
1147	3238	16714	29	Scandinavian-Am. (Scand.)	29	1020	1844	9635
266	....	14576	15	Sicula-Americana (Medit.)	14	80	....	2598
6845	10835	17983	45	White Star (Liverpool)	42	5959	6534	10799
6735	8246	20115	50	" " (Southampton)	50	5781	4052	14514
984	2239	15906	12	" " (Medit.)	11	2384	175	2517
....	....	....	..	Miscellaneous (Medit.)	2	1335	....	....
90420	160255	766052	1078	Totals	1003	86340	73631	241400

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CANADIAN PORTS.

3072	9780	22237	46	Allan (Liverpool)	47	2242	4273	9569	
638	5180	4427	34	" (Glasgow)	33	457	1701	1068	
....	1523	2697	23	" (London)	25	....	860	529	
109	389	1295	19	" (Liverpool-Halifax)	10	22	11	10	
....	....	3205	8	Canada (Rotterdam)	8	....	....	225	
3481	10842	25352	48	C. P. Ry. Atl. Service (L'pool)	47	2677	5841	7744	
....	46	15427	41	" " " (Ant'p-L'd'n)	11	....	26	70	
1644	6215	12644	36	Dominion (Liverpool)	37	1181	3017	3783	
....	2164	2451	43	Donaldson (Glasgow)	30	....	655	316	
....	....	....	..	Thomson (Medit.)	1	4	....	324	2324
8944	36139	89735	298	Totals	249	6583	16384	23638	

BOSTON.

34	2876	3800	25	Allan (Glasgow)	24	16	766	603	
1887	6348	19120	24	Cunard (Liverpool)	24	1378	3028	6523	
804	....	....	20	Leyland (Liverpool)	19	565	....	....	
3	32	609	2	Navigazione (Medit.)	1	....	2	1077	
....	1359	....	25	Red Star (Antwerp)	..	....	....	....	
....	....	....	..	Sicula Americana (Medit.)	1	1	....	395	
775	....	5499	11	White Star (Liverpool)	11	634	....	1834	
1092	2627	19320	16	" " (Medit., Azores)	17	2416	454	7373	
4595	13242	48348	123	Totals	97	5010	4260	17805	2325

(Concluded on next page.)

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Table I—Concluded. Totals by Lines and Ports, also 1908 Grand Totals.

(Continued from preceding page.)

PHILADELPHIA.

Westbound					Eastbound			
I	II	III	Trips		Trips	I	II	III
....	3386	13618	29	American (Liverpool)	29	....	2267	2549
164	....	8293	18	Italia (Medit.)	18	219	....	2381
....	....	....	..	Navigazione (Medit.)	2	....	....	13
....	....	....	..	Red Star (Antwerp)	25	....	929	....
164	3386	21911	47	Totals	74	219	3196	4943

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BALTIMORE.

....	2643	24930	36	N. Ger. Lloyd (Bremen)	26	....	1440	1491

NEW ORLEANS.

....	....	....	..	Austro-Amer. (Medit.-Adriat.)	2	8	....	....
23	....	67	9	French (Havre)	12	62	....	212
362	....	....	25	Leyland (Lpl.-Ldn.-Havre, etc.)	23	191	....	....
....	58	732	2	Navigazione (Medit.)	2	....	59	726
385	58	799	36	Totals	39	261	59	938

2328

GALVESTON.

....	714	3885	13	N. Ger. Lloyd (Bremen)	15	....	455	868
104508	216437	955660	1631	Grand Totals, 1909	1503	98413	99425	291083
97280	167657	422709	1539	Grand Totals, 1908	1501	95629	106819	661924

Table II. *Petitioner's Exhibit 157* 2329

Division by Groups of Lines.

BRITISH.

Westbound I	II	III	Trips		Trips	Eastbound I	II	I	
3072	9780	22237	46	Allen (Mont.-Liverpool)	47	2242	4273	9	
638	5180	4427	34	" (Mont.-Glasgow)	33	457	1701	8	
....	1523	2697	23	" (Mont.-London)	25	....	860	9	
34	2876	3800	25	" (Boston-Glasgow)	24	16	766	3	
109	389	1295	19	" (Liverpool-Halifax)	10	22	11	0	2330
3411	7332	18974	50	American (N. Y.-Southampton)	49	2372	3176	7	
....	3886	13618	29	" (Phil.-Liverpool)	29	....	2267	9	
2081	12435	14991	46	Anchor (N. Y.-Glasgow)	46	1949	4913	4	
3598	....	....	42	At. Transport (N. Y.-London)	41	3531	....	..	
3481	10842	25352	48	C. P. Ry. Atl. Ser. (Q'bec-L'p'l)	47	2677	5841	44	
....	....	....	..	" " " (Q'bec-L'd'n)	11	....	26	0	
14354	16122	42730	67	Cunard (N. Y.-Liverpool)	66	12726	11479	9	
1887	6348	19120	24	" (Boston-Liverpool)	24	1378	3028	3	
1644	6215	12644	36	Dominion (Mont.-Liverpool)	37	1181	3017	3	
....	2164	2451	43	Donaldson (Mont.-Glasgow)	30	....	655	6	
804	....	....	20	Leyland (Boston-Liverpool)	19	565	....	..	
362	....	....	25	" (N. O.-L'pool-L'd'n, etc.)	23	191	....	..	
1147	3238	16714	29	Scand.-Am. (N. Y.-Scand.)	29	1020	1844	5	2381
6845	10835	17983	45	White Star (N. Y.-Liverpool)	42	5959	6534	9	
6735	8246	20115	50	" " (N. Y.-South-pton)	50	5781	4052	3	
775	....	5499	11	" " (Bost.-Liverpool)	11	634	....	4	
50977	106911	244647	712	Totals	693	42701	54443	0	

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Petitioner's Exhibit 157

CONTINENTAL.

	*	14968	37	Austro-Amer. (N. Y.-Adriatic)	34	*	*	4222
..	....	....	..	" " (N. O.-Adriatic)	2	8	....	....
..	....	3205	8	Canada (Mont.-Rotterdam)	8	....	....	225
..	46	15427	41	C. P. Ry. At. Ser. (Antw'p-Q'bec)	..	....	....	....
	*	38755	24	Cunard (N. Y.-Adriatic)	22	*	*	3836
44	14401	46754	100	French (N. Y.-Havre)	84	4271	5905	7864
	....	67	9	" (N. O.-Havre)	12	62	....	212
10(	931	1238	5	Hamburg Exp. (N. Y.-H'burg)	5	805	584	1213
105	19631	89799	74	" Reg. (" ")	69	10368	9349	18410
44	12557	30412	45	Holland (N. Y.-Rotterdam)	44	4215	4165	10090
2333								
...	....	....	..	Italia (Phil. via Genoa)	5	....	....	12
...	....	....	..	La Veloce (N. Y. via Genoa)	7	....	....	53
...	....	....	..	Lloyd italiano (N. Y. via Genoa)	9	....	....	62
...	....	....	..	Lloyd Sabaudo (N. Y. via Genoa)	5	....	....	21
...	....	....	..	Navigazione (N. Y. via Genoa)	12	....	....	120
1037	8742	24036	39	N. Ger. Lloyd Exp. (N. Y.-B'm)	39	8815	5190	11116
519	14148	67656	66	" " Reg. (N.-Y.-B'm)	53	4966	5360	14337
...	2643	24930	36	" " (Balt.-Bremen)	26	....	1440	1491
...	714	3885	13	" " (Galv.-Bremen)	15	....	455	868
....	332	9505	22	N. West Transp. (N. Y.-Rot'dam)	21	....	172	3341
312	11438	48992	51	Red Star (N. Y.-Antwerp)	51	3285	3866	14327
....	1359	....	25	" " (Phil.-Ant'p-Bost.)	25	....	929	....
....	765	14231	21	Russian-Am. (N. Y.-Libau, etc.)	19	....	229	4581
2334	....	....	..	Sicula-Am. (N. Y. via Genoa)	3	....	....	15
392768	87707	433860	616	Totals	570	36795	37644	96416

Petitioner's Exhibit 157

MEDITERRANEAN.

Westbound I	Westbound II	Westbound III	Westbound Trips		Eastbound Trips	Eastbound I	Eastbound II
				American (N. Y.-Med., via C'b'g)	49	....	....
164	....	11531	19	Anchor (N. Y.-Medit.)	13	50	....
691	3176	19297	38	*Austro-Am. (N. Y.-Med.-Adr.)	34	520	858
362	233	3088	12	Co. Trasatlantica (N. Y.-Med.)	12	274	176
981	3215	....	24	*Cunard (N. Y.-Medit.-Adriat.)	24	3111	876
486	33	18287	38	Fabre (N. Y.-Medit.)	29	505	....
....	....	....	..	French (N. Y.-Med. via Havre)	67	....	....
423	112	6518	9	Greek (N. Y.-Medit.)	9	24	351
1072	2688	16442	20	Hamburg (N. Y.-Medit.)	20	2059	1179
164	....	8293	18	Italia (Phil.-Medit.)	18	219	....
890	....	14137	18	" (N. Y.-Medit.)	8	163	....
1269	145	18656	18	La Veloce (N. Y.-Medit.)	14	421	72
481	....	17564	20	Lloyd Italiano (N. Y.-Medit.)	20	230	....
1468	119	18496	18	Lloyd Sabaudo (N. Y.-Medit.)	19	624	125
122	273	5968	6	National Greek (N. Y.-Medit.)	6	54	228
601	946	35486	28	Navigazione (N. Y.-Medit.)	27	600	535
3	32	609	2	" (Bost.-Medit.)	1	....	12
....	58	732	2	" (N. O.-Medit.)	2	....	59
....	....	....	..	" (Phil.-Medit.)	2	....	....
2736	5923	30429	31	N. Ger. Lloyd (N. Y.-Medit.)	33	3843	2238
266	....	14576	15	Sicula Amer. (N. Y.-Medit.)	14	80	....
....	....	....	..	" " (Bost.-Medit.)	1	1	....
....	....	....	..	Thomson (Mont.-Medit.)	1	4	....
1092	2627	16096	16	White Star (Bost.-Medit.)	17	2416	454
984	2239	14954	12	" " (N. Y.-Medit.)	11	2384	175
....	....	....	..	" " (N. Y.-Med., v. C'b'g)	50	....	....
....	....	....	..	Miscellaneous (N. Y.-Medit.)	2	1335	....
14255	21819	271159	364	Totals	503	18917	7338

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MISCELLANEOUS.

....	68	11	Co. Trasatlantica (N. Y.-Spain)	12	....	....	743
....	....	..	Cunard (N. Y.-Azores)	3	....	....	74
....	1750	12	Fabre (N. Y.-Azores)	..	....	....	....
....	....	..	Hamburg (N. Y.-Azores)	4	....	....	310
....	....	..	La Veloce (N. Y.-Azores)	1	....	....	24
....	....	..	Navigazione (Bost.-Azores)	1	....	....	130
....	3224	16	White Star (Bost.-Azores)	17	....	....	2751
....	952	7	" " (N. Y.-Azores)	11	....	....	370
....	5994	46	Totals	49	....	....	4402

ro Americana and Cunard Line, Medit-Adriatic, I and II Class not subdivided, totals shown under
lediterranean."

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Table III.

ALLAN LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL
HALIFAX .... (WINTER)

Mont., Q'bec. St. John Halifax Arrival	Westbound I	II	III	Steamer
				Tunisian
Jan. 9	24	38	131	Grampian
" 30	11	52	222	Hesperian
Feb. 14	30	86	240	Tunisian
" 27	31	159	341	Corsican
Mar. 5	14	87	290	Hesperian
" 12	50	256	507	Virginian
" 20	12	277	610	Tunisian
" 26	41	330	823	Victorian
Apr. 2	23	355	675	Corsican
" 9	59	267	844	Virginian
" 17	18	271	784	Tunisian
" 16	48	214	789	Victorian
" 30	32	421	829	Corsican
May 7	90	311	746	Virginian
" 20	46	283	752	Tunisian
" 21	78	272	782	Victorian
" 28	37	309	1069	Corsican
June 4	76	201	573	Virginian
" 12	25	175	447	Tunisian
" 18	81	181	404	Victorian
" 25	21	190	427	Corsican
July 2	84	193	532	Virginian
" 10	50	148	307	Tunisian
" 17	76	140	385	Victorian

Mont., Q'bec. S. John Halifax Departure	Eastbound I	II	III
Jan. 1	23	39	124
" 15	15	33	100
Feb. 5	17	46	79
" 19	46	42	118
Mar. 5	19	39	64
" 13	3	10	28
" 20	29	47	66
" 27	10	19	48
Apr. 4	24	53	100
" 10	1	15	32
" 16	33	46	60
" 24	11	25	47
May 1	61	72	115
" 7	22	91	182
" 14	70	142	146
" 23	41	61	70
" 28	82	143	205
June 4	45	95	121
" 11	130	152	167
" 18	66	114	97
" 25	149	173	209
July 2	135	128	126
" 9	99	135	215
" 16	63	87	97
" 23	61	100	194

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	" 24	54	208	403	Corsican	" 30	31	61	115
	" 29	121	277	454	Virginian	Aug. 6	42	116	107
	Aug. 5	112	221	384	Tunisian	" 13	29	55	76
	" 12	165	288	389	Victorian	" 20	62	103	163
	" 21	108	282	353	Corsican	" 27	21	51	97
	" 27	232	318	415	Virginian	Sept. 3	71	86	139
	Sept. 3	160	251	340	Tunisian	" 10	42	46	95
	" 9	227	319	352	Victorian	" 17	85	65	148
	" 17	134	297	324	Corsican	" 24	40	61	105
	" 23	130	318	335	Virginian	Oct. 1	28	71	178
	" 30	78	264	243	Tunisian	" 8	34	44	173
2345	Oct. 7	86	242	389	Victorian	" 15	37	76	272
	" 15	35	158	349	Corsican	" 22	76	212	543
	" 22	76	187	425	Virginian	" 29	67	78	368
	" 30	20	143	250	Tunisian	Nov. 5	29	42	353
	Nov. 4	27	112	405	Victorian	" 12	29	105	345
	" 13	69	219	690	Corsican	" 19	67	172	564
	" 19	35	78	407	Virginian	" 26	56	131	620
	" 30	6	68	226	Grampian	Dec. 6	16	90	581
	Dec. 3	55	63	564	Victorian	" 11	68	429	927
	" 11	42	161	638	Hesperian	" 17	25	180	632
	" 17	43	90	393	Tunisian	" 25	32	92	158
	46 Trips	3072	9780	22237	Totals	47 Trips	2242	4273	9569

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Table IV.

ALLAN LINE.

MONTREAL, QUEBEC, PORTLAND—GLASGOW.

Mont., Q'bec. Portland Arrival	Westbound I	II	III	Steamer	Mont. Q'bec. Portland Departure	Eastbound I	II	III	
Feb. 17	..	40	42	Corinthian	Feb. 25	..	8	19	
Mar. 2	..	48	43	Sicilian	Mar. 11	..	4	5	
" 14	..	128	101	Ionian	" 25	..	6	13	2348
" 31	..	79	87	Monoglian	Apr. 7	..	1	1	
Apr. 30	..	177	207	Corinthian					
May 3	..	309	185	Ionian	May 8	..	64	37	
" 9	21	225	295	Grampian	" 15	30	68	43	
" 17	..	116	96	Pretorian	" 22	..	35	6	
" 23	21	225	238	Hesperian	" 29	28	41	42	
" 31	..	225	204	Ionian	June 5	..	127	42	
June 8	34	229	317	Grampian	" 12	79	92	64	
" 14	..	138	142	Pretorian	" 19	..	81	17	
" 20	25	160	159	Hesperian	" 26	91	87	68	
" 28	..	132	120	Ionian	July 3	..	210	29	
July 5	22	164	213	Grampian	" 10	69	71	58	
" 13	..	104	74	Pretorian	" 17	..	74	15	2349
" 19	14	118	125	Hesperian	" 24	34	51	38	
" 29	..	85	72	Ionian	" 31	..	70	14	
Aug. 1	39	138	181	Grampian	Aug. 7	32	45	22	
" 9	..	115	68	Pretorian	" 14	..	34	14	
" 15	57	133	117	Hesperian	" 21	20	51	27	
" 23	..	216	115	Ionian	" 28	..	71	16	
" 30	128	207	124	Grampian	Sept. 4	15	49	28	
Sept. 5	..	235	90	Pretorian	" 11	..	21	8	
" 11	137	203	188	Hesperian	" 18	26	26	32	
" 19	..	214	81	Ionian	" 25	..	51	25	
" 25	76	243	142	Grampian	Oct. 2	12	34	49	

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Oct. 3	..	88	69	Pretorian	" 9	..	24	24
" 9	51	151	127	Hesperian	" 16	9	31	60
" 17	..	154	54	Ionian	" 23	..	47	26
" 24	5	126	124	Grampian	" 30	8	35	53
" 31	..	55	61	Pretorian	Nov. 6	..	27	29
Nov. 6	8	103	106	Hesperian	" 13	4	23	60
" 14	..	97	60	Ionian	" 20	..	42	84
34 Trips	638	5180	4427	Totals	33 Trips	457	1701	1068

Table V.

2351 ALLAN LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) HAVRE, LONDON
HALIFAX (WINTER)

Mont., Q'bec. St. John Halifax Arrival	Westbound II	Havre III	London II	London III	Steamer	Mont., Q'bec. St. John Halifax Departure	Eastbound II	Havre III	London II	London III
					Pomeranian	Jan. 9	10	8	..	13
Jan. 29	6	121	8	12	Sardinian	Feb. 6	3	7	1	5
Feb. 26	14	72	6	8	Pomeranian	Mar. 6	1	1	6	3
2352 Mar. 25	28	155	21	39	Sardinian	Apr. 3	6	1	3	1
May 3	42	184	57	87	Sicilian	May 8	39	10	44	26
					Corinthian	" 15	4	1	14	5
" 15	32	205	36	90	Sardinian	" 22	8	3	9	18
" 29	36	114	11	65	Pomeranian	June 5	14	8	25	13
June 12	28	65	60	53	Sicilian	" 19	62	4	65	20
" 25	35	55	35	35	Sardinian	July 3	29	5	47	16
July 12	28	35	31	38	Pomeranian	" 17	71	8	15	5
" 24	45	51	56	242	Sicilian	" 31	38	8	43	14
Aug. 5	32	57	43	44	Corinthian	Aug. 14	22	12	16	12
" 13	60	30	26	19	Sardinian	" 21	10	5	11	8

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" 20	19	19	22	22	Pomeranian	" 28	12	15	9	12
Sept. 3	79	41	105	30	Sicilian	Sept. 4	14	25	28	11
" 17	48	39	128	23	Corinthian	" 25	9	12	34	10
" 24	18	11	26	18	Sardinian	Oct. 2	..	14	8	16
" 30	28	29	20	23	Pomeranian	" 9	10	12	10	9
Oct. 18	25	21	46	275	Sicilian	" 23	18	27	14	28
Nov. 2	34	34	39	21	Corinthian	Nov. 6	12	25	22	14
" 8	26	57	16	11	Sardinian	" 13	5	8	8	7
" 14	16	39	14	6	Pomeranian	" 20	10	15	14	13
Dec. 10	13	32	8	16	Corinthian	Dec. 17	4	9	1	3
" 21	11	35	6	19	Sardinian	" 25	2	4	..	..
23 Trips	703	1501	820	1196	Totals	25 Trips	413	247	447	282
			703	1501					413	247
			1523	2697	Grand Totals				860	529

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Table VI.

ALLAN LINE.

Boston—Glasgow.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Jan. 3	..	9	26	Carthaginian	Jan. 9	..	10	9
" 13	..	22	41	*Sicilian	" 23	..	13	16
" 31	..	53	58	*Laurentian	Feb. 6	..	9	6
Feb. 11	..	48	109	*Ionian	" 18	..	12	17
2357 Mar. 1	..	30	53	*Carthaginian	Mar. 5	..	6	6
" 11	..	50	74	*Laurentian	" 18	..	9	9
" 26	..	87	124	*Corinthian	Apr. 1	..	4	11
Apr. 7	17	254	491	*Grampian	" 14	4	17	19
" 21	17	327	591	*Hesperian	" 28	12	22	7
May 5	..	91	248	Laurentian	May 12	..	32	30
" 24	..	109	325	Numidian	" 28	..	39	43
June 8	..	108	136	Laurentian	June 11	..	91	53
" 21	..	69	128	Numidian	" 25	..	132	45
July 5	..	84	106	Laurentian	July 9	..	133	38
" 20	..	59	81	Numidian	" 23	..	56	24
Aug. 2	..	90	90	Laurentian	Aug. 6	..	37	31
" 16	..	149	73	Numidian	" 20	..	24	20
2358 " 30	..	216	84	Laurentian	Sept. 3	..	19	28
Sept. 13	..	215	128	Numidian	" 17	..	18	30
" 27	..	251	136	Parisian	Oct. 1	..	14	32
Oct. 11	..	168	111	Numidian	" 15	..	19	35
Nov. 8	..	123	182	Numidian	Nov. 17	..	18	31
Dec. 1	..	105	171	*Pretorian	Dec. 10	..	27	52
" 16	..	49	79	*Numidian	" 24	..	5	11
" 28	..	110	155	*Ionian				
25 Trips	34	2876	3800	Totals	24 Trips	16	766	603

* Including passengers landed Westbound at Halifax.

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Table VII.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III	
Jan. 8	2	5	50	Numidian					
" 28	2	15	42	Mongolian					
Feb. 8	5	31	109	Pretorian					
" 23	..	32	213	Numidian					2360
				Numidian	Apr. 22	..	5	1	
Apr. 24	..	..	15	Carthaginian	May 10	..	..	1	
May 7	..	4	29	Siberian	" 18	1	1	1	
" 23	6	16	53	Mongolian	June 2	1	1	1	
June 9	10	26	197	Carthaginian	" 18	4	2	..	
" 20	8	28	94	Siberian	" 29	2	..	2	
July 8	14	38	42	Mongolian	July 27	8	..	3	
" 31	11	17	67	Carthaginian	Aug. 8	4	1	1	
Aug. 9	4	14	33	Siberian	" 22	..	1	..	
" 25	12	32	58	Mongolian	Sept. 10	2	..	..	
Sept. 9	17	13	41	Carthaginian					
" 11	3	21	46	Siberian					
Oct. 6	5	39	66	Mongolian					2361
" 25	7	31	51	Carthaginian					
Nov. 4	2	20	24	Siberian					
" 18	1	7	65	Mongolian					
19 Trips	109	389	1295	Totals	10 Trips	22	11	10	

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TRANS-ATLANTIC PASSENGER MOVEMENT, 1909.

Table VIII.

AMERICAN LINE.

NEW YORK—SOUTHAMPTON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit. Etc.	III Ital. Grks.	Totl.
				New York	Jan. 2	28	35	201	114	315
Jan. 4	30	63	125	St. Louis	" 9	62	86	307	96	403
" 9	43	69	141	Philadelphia	" 16	43	46	192	98	290
" 24	18	127	372	New York	" 30	41	41	162	131	293
Feb. 2	36	88	300	St. Louis						
" 6	23	71	297	Philadelphia	Feb. 13	21	28	76	104	180
" 14	24	111	374	St. Paul	" 20	35	47	141	45	186
" 21	14	73	311	New York	" 27	11	35	72	61	133
				St. Louis	Mar. 6	54	73	103	93	196
Mar. 6	35	123	222	Philadelphia	" 13	28	20	93	96	189
" 14	53	106	270	St. Paul	" 20	49	63	100	94	194
" 22	8	98	289	New York	" 27	32	37	202	83	285
" 28	23	180	546	St. Louis	Apr. 3	47	34	132	126	258
Apr. 3	21	185	447	Philadelphia	" 10	37	48	64	117	181
" 10	35	179	447	St. Paul	" 17	44	64	109	98	207
" 18	9	93	208	New York	" 24	28	50	60	81	141
" 24	33	123	258	St. Louis	May 1	53	81	98	71	169
May 1	41	169	400	Philadelphia	" 8	38	68	99	122	221
" 9	14	207	488	St. Paul	" 15	76	111	85	158	243
" 16	17	141	319	New York	" 22	49	128	59	118	177
" 22	39	118	200	St. Louis	" 29	65	158	108	103	211
" 29	51	124	227	Philadelphia	June 5	71	93	70	113	183
June 6	45	118	219	St. Paul	" 12	117	110	108	85	193
" 13	33	103	225	New York	" 19	105	139	79	78	157
" 19	34	104	267	St. Louis	" 26	153	199	81	101	182

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" 26	31	127	183	Philadelphia	July 3	240	182	312	96	408
July 3	49	191	311	St. Paul	" 10	127	116	118	152	270
" 11	40	112	189	New York	" 17	115	82	110	100	210
" 17	63	144	150	St. Louis	" 24	106	83	66	98	164
" 31	74	133	241	Philadelphia	Aug. 7	48	56	90	164	254
Aug. 8	100	181	181	St. Paul	" 14	46	58	94	168	262
" 14	70	141	215	New York	" 21	29	39	106	203	309
" 21	97	262	241	St. Louis	" 28	20	39	99	124	223
" 28	197	258	296	Philadelphia	Sept. 4	20	51	95	126	221
Sept. 4	336	200	353	St. Paul	" 11	17	49	66	161	227
" 11	295	254	339	New York	" 18	15	47	149	139	288
" 18	313	195	428	St. Louis	" 25	30	34	99	105	204
" 25	255	275	480	Philadelphia	Oct. 2	19	46	155	139	294
Oct. 2	160	307	497	St. Paul	" 9	16	18	120	51	171
" 9	100	254	588	New York	" 16	17	27	195	54	249
" 17	84	276	622	St. Louis	" 23	19	60	146	55	201
" 23	53	213	684	Philadelphia	" 30	12	33	181	44	225
" 31	61	155	770	St. Paul	Nov. 6	13	44	483	79	562
Nov. 6	26	149	776	New York	" 13	24	54	263	158	421
" 14	36	117	727	St. Louis	" 20	15	45	177	106	283
" 20	36	105	732	Philadelphia	" 27	47	50	443	150	593
" 27	25	112	829	St. Paul	Dec. 4	20	50	300	114	414
Dec. 5	17	97	562	New York	" 11	27	53	258	179	437
" 11	60	104	570	St. Louis	" 17	37	43	238	123	361
" 18	52	99	501	Philadelphia	" 24	6	23	113	14	127
" 24	20	29	262	St. Paul						
" 30	82	69	295	New York						
50 Trips	3411	7332	18974	Totals	49 Trips	2372	3176	7277	5288	12565

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TRANS-ATLANTIC PASSENGER MOVEMENT.

1909.

Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

	Phila. Arrival	Westbound II	Westbound III	Steamer	Phila. Departure	Eastbound. II	Eastbound. III
				Dominion	Jan. 6	14	52
	Jan. 10	56	128	Friesland	" 16	10	61
	Feb. 5	60	263	Dominion	Feb. 10	16	33
2369	" 17	61	209	Merion	" 21	32	66
	Mar. 9	80	375	Haverford	Mar. 13	23	107
	" 27	119	403	Merion	" 31	48	63
	Apr. 5	88	352	Friesland	Apr. 10	28	54
	" 13	88	429	Haverford	" 17	120	64
	" 28	117	532	Merion	May 1	127	110
	May 9	113	279	Friesland	" 15	181	113
	" 17	121	334	Haverford	" 22	137	98
	" 31	136	526	Merion	June 5	138	241
	June 13	120	341	Friesland	" 19	178	113
	" 20	131	244	Haverford	" 26	133	139
	July 5	140	416	Merion	July 10	133	165
	" 18	128	425	Friesland	" 24	166	72
2370	" 26	111	249	Haverford	" 31	127	113
	Aug. 8	132	455	Merion	Aug. 14	127	124
	" 22	142	337	Friesland	" 28	66	103
	" 29	128	283	Haverford	Sept. 4	84	93
	Sept. 12	145	548	Merion	" 18	71	66
	" 25	165	573	Friesland	Oct. 2	53	48
	Oct. 3	132	543	Haverford	" 9	55	43
	" 14	127	697	Merion	" 23	62	52
	Nov. 1	168	685	Friesland	Nov. 6	20	58
	" 8	142	685	Haverford	" 13	34	54
	" 22	145	997	Merion	" 27	38	109
	Dec. 7	107	720	Friesland	Dec. 11	23	96
	" 15	111	898	Haverford	" 19	23	39
	" 27	73	692	Merion			
	29 Trips	3386	13618	Totals	29 Trips	2267	2549

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Table X.

TRANS-ATLANTIC PASSENGER MOVEMENT, 1909.

ANCHOR LINE.

NEW YORK—GLASGOW.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				California	Jan. 2	12	52	94	
Jan. 4	8	84	113	Caledonia	" 9	6	39	143	2372
" 25	...	95	178	Furnessia	" 29	..	39	212	
Feb. 2	29	118	253	California	Feb. 6	12	47	179	
" 7	13	119	173	Columbia	" 13	23	54	180	
" 25	..	73	219	Furnessia	" 28	..	36	107	
" 28	10	254	299	Caledonia	Mar. 6	22	27	174	
Mar. 8	22	157	279	California	" 13	17	30	169	
" 15	14	204	259	Columbia	" 20	18	43	213	
" 28	17	487	644	Caledonia	Apr. 3	29	77	245	
Apr. 6	13	293	356	California	" 10	13	58	96	
" 12	21	380	652	Columbia	" 17	31	84	203	
" 20	..	144	206	Furnessia	" 24	..	64	90	
" 25	31	508	688	Caledonia	May 1	107	124	252	
May 3	24	346	524	California	" 8	34	111	158	2373
" 9	24	328	527	Columbia	" 15	39	132	146	
" 17	..	158	386	Furnessia	" 22	..	109	92	
" 23	22	419	516	Caledonia	" 29	122	297	224	
" 30	28	255	359	California	June 5	105	280	269	
June 6	19	325	397	Columbia	" 12	155	246	241	
" 15	..	174	198	Furnessia	" 19	..	239	85	
" 20	24	305	387	Caledonia	" 26	260	250	306	
" 28	34	201	278	California	July 3	204	311	319	
July 4	32	239	345	Columbia	" 10	120	283	196	
" 13	..	135	220	Furnessia	" 17	..	163	122	
" 18	44	246	290	Caledonia	" 24	141	221	146	

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	" 26	46	186	271	California	" 31	61	85	143
	Aug. 1	49	226	260	Columbia	Aug. 7	50	118	155
	" 10	..	172	169	Furnessia	" 14	..	89	83
	" 15	92	405	295	Caledonia	" 21	62	111	130
	" 23	121	383	265	California	" 28	43	78	117
	" 29	242	259	449	Columbia	Sept. 4	27	74	90
	Sept. 7	..	488	246	Furnessia	" 11	..	58	63
	" 12	334	236	494	Caledonia	" 18	44	92	118
	" 20	213	375	394	California	" 25	27	69	89
	" 26	197	328	558	Columbia	Oct. 2	20	42	83
	Oct. 5	..	508	252	Furnessia	" 9	..	62	75
	" 10	154	431	517	Caledonia	" 16	34	100	91
2375	" 18	57	499	308	California	" 23	16	56	72
	" 24	33	500	406	Columbia	" 30	19	68	76
	Nov. 7	30	490	343	Caledonia	Nov. 13	24	67	107
	" 15	28	194	181	California	" 20	11	51	119
	" 21	13	184	198	Columbia	" 27	20	45	161
	" 30	..	74	106	Furnessia	Dec. 4	..	29	86
	Dec. 6	24	207	250	Caledonia	" 11	13	127	212
	" 13	19	157	165	California	" 18	8	76	193
	" 29	..	86	118	Furnessia				
	46 Trips	2081	12435	14991	Totals	46 Trips	1949	4913	6924

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TRANS-ATLANTIC PASSENGER MOVEMENT, 1909.

Table XI.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	
Jan. 2	9	402	Italia	Jan. 13	1	88	
Feb. 1	10	493	Calabria				2378
" 21	4	756	Perugia				
Mar. 13	6	1093	Italia				
" 29	8	959	Calabria				
Apr. 22	8	1030	Perugia				
" 30	9	1097	Italia				
May 21	14	952	Calabria	May 25	1	58	
June 10	13	589	Italia	June 22	6	71	
July 10	12	485	Calabria	July 17	7	72	
" 30	3	316	Perugia	Aug. 7	1	38	
Aug. 13	11	371	Italia	" 21	21	265	
Sept. 2	7	428	Calabria	Sept. 11	8	222	
" 24	7	335	Perugia	Oct. 2	4	144	
Oct. 8	18	399	Italia	" 14	..	56	
" 25	9	286	Calabria	Nov. 2	..	193	2379
Nov. 14	3	674	Perugia	" 20	1	231	
" 27	8	495	Italia	Dec. 4	..	506	
Dec. 17	5	371	Calabria	" 25	..	141	
19 Trips	164	11531	Totals	13 Trips	50	2085	

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TRANS-ATLANTIC PASSENGER MOVEMENT, 1909.

Table XII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON.

	N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
2381	Jan. 2	32	Minnetonka	Jan. 9	65
	" 18	45	Minnehaha	" 23	101
	" 23	21	Minneapolis	" 30	51
	Feb. 8	25	Minnetonka	Feb. 13	34
	Mar. 1	48	Minnehaha	Mar. 6	45
	" 14	30	Minnetonka	" 20	43
	" 22	37	Minneapolis	" 27	41
	Apr. 13	54	Minnehaha	Apr. 17	86
	" 20	37	Minneapolis	" 24	111
	May 4	40	Minnetonka	May 8	89
	" 10	57	Minnewaska	" 15	192
	" 17	29	Minnehaha	" 22	102
	" 25	69	Minneapolis	" 29	156
	" 31	37	Minnetonka	June 5	147
2382	June 7	57	Minnewaska	" 12	225
	" 14	53	Minnehaha	" 19	165
	" 21	62	Minneapolis	" 26	166
	" 28	70	Minnetonka	July 3	178
	July 5	80	Minnewaska	" 10	210
	" 12	67	Minnehaha	" 17	157
	" 19	82	Minneapolis	" 24	148
	" 26	101	Minnetonka	" 31	100
	Aug. 2	159	Minnewaska	Aug. 7	86
	" 9	127	Minnehaha	" 14	54
	" 16	114	Minneapolis	" 21	99
	" 23	126	Minnetonka	" 28	40

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"	30	227	Minnewaska	Sept. 4	85
Sept.	6	166	Minnehaha	" 11	35
"	13	169	Minneapolis	" 18	56
"	20	174	Minnetonka	" 25	73
"	27	220	Minnewaska	Oct. 2	78
Oct.	4	154	Minnehaha	" 9	42
"	11	154	Minneapolis	" 16	17
"	19	117	Minnetonka	" 23	22
"	25	149	Minnewaska	" 30	57
Nov.	1	89	Minnehaha	Nov. 6	32
"	13	88	Minneapolis	" 20	31
"	20	51	Minnetonka	" 27	34
"	27	93	Minnewaska	Dec. 4	44
Dec.	5	28	Minnehaha	" 11	18
"	18	53	Minneapolis	" 25	16
"	25	7	Minnetonka		
42 Trips		3598	Totals	41 Trips	3531

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Table XIII.

AUSTRO-AMERICANA.

New York—Mediterranean.

Westbound					N. Y.		Eastbound				
II	III			Steamer	Departure	I	II	III			
	Cont.	Grks.	Total.					Cont.	Grks.	Ital.	Totals.
64	472	230	702	Laura	Jan. 13	5	8	85	23	39	147
119	973	250	1223	Martha W.	Feb. 6	13	56	287	90	53	430
88	314	270	584	Alice	" 23	2	8	191	16	30	237
65	465	350	815	Laura	Mar. 3	2	13	201	10	8	219
14	..	..	..	Giulia							
67	229	260	489	Oceania	" 10	7	12	99	7	12	118
125	724	980	1704	Martha W.	" 24	25	68	375	60	40	475
80	123	420	543	Atlanta							
80	248	504	752	Argentina	" 31	..	6	57	7	8	72
105	695	670	1365	Alice	Apr. 14	5	9	101	14	15	130
103	125	476	601	Columbia							
87	304	541	845	Laura	" 24	6	14	116	8	16	140
87	171	134	305	Oceania	" 28	6	17	72	..	13	85
128	322	800	1122	Oceania	May 8	24	72	421	63	49	533
79	292	676	968	Martha W.	" 19	2	14	161	12	6	179
111	574	745	1319	Argentina	June 2	24	20	129	..	13	142
51	333	290	623	Atlanta	" 9	3	25	84	7	8	99
47	451	260	711	Alice	" 16	36	26	84	6	38	128
186	535	690	1225	Laura	" 23	142	..	181	40	46	267
74	505	370	875	Oceania	July 7	35	35	66	42	217	325
24	321	185	506	Martha W.							
91	405	400	805	Argentina	" 21	10	31	139	8	96	243
36	320	216	536	Laura	" 28	15	25	89	29	115	233
37	255	260	515	Martha W.	Aug. 4	3	19	32	2	62	96
159	532	440	972	Alice	" 12	45	82	130	62	111	303
72	484	560	1044	Oceania	Sept. 1	5	15	94	76	601	771
55	390	540	930	Laura	" 15	1	20	154	77	96	327
152	560	1000	1560	Martha W.	" 25	22	114	129	77	76	282

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Oct. 1	21	94	380	630	1010	Argentina	Oct. 6	9	23	49	14	97	160
" 6	9	72	238	650	888	Alice	" 13	..	8	61	493	51	605
" 13	19	82	211	660	871	Argentina	" 20	8	4	57	32	117	206
" 28	4	90	380	1010	1390	Laura	Nov. 3	5	8	73	147	52	272
Nov. 2	58	141	629	1170	1799	Martha W.	" 10	9	56	177	57	104	338
" 16	24	72	668	715	1383	Alice	" 24	5	10	94	385	235	714
" 24	5	37	344	500	844	Oceania	Dec. 1	6	5	47	215	34	296
Dec. 1	2	53	217	430	647	Argentina	" 8	8	9	43	37	73	153
" 16	10	41	399	330	779	Laura	" 22	3	8	57	9	229	295
" 20	18	108	380	635	1015	Martha W.	" 29	29	18	87	422	40	549
38 Trips	691	3176	14968	19297	34265	Totals	34 Trips	520	858	4222	2547	2800	9569

Table XIV.

AUSTRO-AMERICANA.

NEW ORLEANS—MEDITERRANEAN.

Steamer	N. O. Eastbound Departure	I
Atlanta	Jan. 7	3
Columbia	May 20	5
Total	2 Trips	8

Table XV.

CANADA LINE.

MONTREAL—ROTTERDAM.

Montreal Westbound Arrival	III	Steamer	Montreal Eastbound Departure	III
Apr. 5	402	Prinze Oskar	Apr. 9	2
May 5	284	Willehad	May 12	52
" 17	895	Prinz Adalbert	" 23	25
" 30	750	Prinz Oskar	June 5	32
June 20	604	Willehad	" 24	16
July 4	104	Prinz Adalbert	July 8	18
Aug. 2	67	Willehad	Aug. 7	26
" 22	99	Prinz Adalbert	" 27	54
8 Trips	3205	Totals	8 Trips	225

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Table XVI

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. LINES.

MONTREAL, QUEBEC (SUMMER) LIVERPOOL
ST. JOHN, N. B. (WINTER)

Montreal Quebec St. John Arrival	Westbound I	II	III	Steamer	Montreal Quebec St. John Departure	Eastbound I	II	III
2393				Lake Manitoba	Jan. 3	13	24	72
Jan. 2	36	59	221	Empress of Ireland	" 8	120	111	287
" 17	29	109	276	Corsican (chartered)	" 23	49	61	223
" 23	72	145	471	Empress of Britain	" 29	51	84	195
Feb. 1	..	36	57	Lake Erie	Feb. 6	..	31	65
" 5	49	181	452	Empress of Ireland	" 12	36	73	148
" 19	72	224	598	Empress of Britain	" 26	33	83	160
Mar. 1	9	61	99	Lake Manitoba	Mar. 6	12	23	49
" 5	98	359	761	Empress of Ireland	" 13	59	81	173
" 14	..	149	199	Lake Erie	" 20	..	23	62
" 20	83	476	926	Empress of Britain	" 26	68	89	183
" 28	..	146	709	Lake Champlain	Apr. 3	..	39	50
Apr. 2	92	455	883	Empress of Ireland	" 9	68	115	219
2394 " 12	18	137	717	Lake Manitoba	" 17	10	25	41
" 17	102	459	983	Empress of Britain	" 23	75	117	174
" 25	..	144	849	Lake Erie	May 1	..	64	30
May 1	112	472	871	Empress of Ireland	" 8	70	232	273
" 15	172	466	914	Empress of Britain	" 21	162	193	310
" 7	..	145	583	Lake Champlain	" 27	..	30	6
" 21	..	281	645	Lake Manitoba	" 29	..	196	31
" 28	149	417	898	Empress of Ireland	June 4	165	228	389
June 7	..	145	422	Lake Erie	" 12	..	142	35
" 11	162	394	925	Empress of Britain	" 18	287	227	253
" 21	..	179	420	Lake Manitoba	" 26	..	260	32
" 25	147	314	728	Empress of Ireland	July 2	259	244	241

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July 4	..	143	306	Lake Champlain	" 10	..	116	26	
" 9	197	136	911	Empress of Britain	" 16	264	243	234	
" 18	..	119	216	Lake Erie	" 24	..	111	35	
" 23	180	307	778	Empress of Ireland	" 30	154	124	175	
Aug. 3	..	256	183	Lake Manitoba	Aug. 7	..	165	30	
" 5	263	325	758	Empress of Britain	" 13	97	125	173	
" 11	..	112	190	Lake Champlain	" 21	..	89	34	
" 19	255	337	735	Empress of Ireland	" 27	59	138	193	
" 28	..	140	215	Lake Erie	Sept. 4	..	66	30	
Sept. 2	297	335	870	Empress of Britain	" 10	144	118	218	
" 11	..	314	203	Lake Manitoba	" 18	..	166	32	
" 16	302	326	943	Empress of Ireland	" 24	141	125	159	
" 25	..	132	197	Lake Champlain	Oct. 2	..	80	32	2396
" 30	259	348	782	Empress of Britain	" 8	110	125	205	
Oct. 9	..	134	214	Lake Erie	" 16	..	61	54	
" 15	160	312	739	Empress of Ireland					
" 24	..	313	172	Lake Manitoba	" 30	..	130	53	
" 29	88	217	665	Empress of Britain	Nov. 5	72	142	261	
Nov. 7	..	143	162	Lake Champlain	" 13	..	81	79	
" 13	..	101	264	Lake Erie	" 20	..	106	349	
" 26	43	157	613	Empress of Britain	Dec. 3	99	420	891	
Dec. 8	..	69	158	Lake Manitoba	" 11	..	290	615	
" 18	..	6	43	Lake Champlain	" 25	..	25	165	
" 27	35	107	428	Corsican (chartered)					
48 Trips	3481	10842	25352	Totals	47 Trips	2677	5841	7744	2397

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Table XVII.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. LINES.

ANTWERP (WESTBOUND) — LONDON (EASTBOUND)

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER)

2399	Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III
	Jan. 1	..	155	Montezuma			
	" 11	..	141	Mount Temple	Jan. 21	..	4
	" 27	..	119	Montreal			
	Feb. 9	..	171	Lake Michigan	Feb. 19	..	3
	" 24	..	191	Montezuma			
	Mar. 8	..	275	Mount Temple			
	" 23	..	360	Montreal			
	Apr. 7	..	372	Lake Michigan	Apr. 14	..	7
	" 20	..	442	Montezuma			
	May 5	..	241	Mount Temple	May 14	3	15
	" 11	..	134	Montfort			
	" 17	..	189	Montreal			
2400	" 25	..	185	Mount Royal			
	" 31	..	351	Lake Michigan			
	June 7	16	311	Montrose	June 13	13	..
	" 15	..	377	Montezuma			
	" 21	..	461	Mount Temple	" 27	4	2
	" 28	..	420	Montfort			
	July 4	..	528	Montreal			
	" 14	..	340	Mount Royal			
	" 19	..	327	Lake Michigan			
	" 27	18	324	Montrose			
	Aug. 3	..	258	Montezuma			

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" 8	..	411	Mount Temple	Aug. 15	3	8
" 15	..	554	Montfort			
" 22	..	581	Montreal			
Sept. 2	..	709	Mount Royal			
" 5	..	629	Lake Michigan	Sept. 13	..	4
" 13	..	654	Montezuma			
" 20	4	633	Mount Temple			
" 26	..	695	Montfort			
Oct. 3	..	569	Montreal			
" 14	..	584	Mount Royal			
" 20	..	526	Lake Michigan	Oct. 24	..	1
" 28	..	560	Montezuma			
Nov. 4	3	351	Mount Temple	Nov. 12	3	9
" 7	..	306	Montfort			
" 17	1	241	Montreal			
" 29	2	326	Montrose			
Dec. 15	..	210	Lake Michigan	Dec. 24	..	17
" 28	2	216	Mount Temple			
41 Trips	46	15427	Totals	11 Trips	26	70

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Table XVIII.

COMPANIA TRASATLANTICA DE BARCELONA.

New York—Italian Ports.

N. Y. Arrival	Westbound I	II	III Ital.	III Span.	III Total	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Span.	III Total
						Montevideo	Jan. 5	15	4	32	26	58
Jan. 11	9	8	..	..	..	Buenos Aires	Feb. 5	14	6	28	39	67
Feb. 11	17	10	253	1	254	Manuel Calvo	Mar. 6	17	10	2	31	33
Mar. 12	14	18	771	5	776	Antonio Lopez	Apr. 5	17	15	24	50	74
Apr. 13	18	16	630	6	636	Manuel Calvo	May 6	25	14	64	74	138
May 11	24	33	529	4	533	Montevideo	June 5	45	23	89	79	168
June 10	50	21	362	5	367	Antonio Lopez	July 30	29	35	228	76	304
July 11	26	16	356	3	359	Montserrat	Aug. 6	31	9	196	37	233
Aug. 16	34	9	..	5	5	Buenos Aires	Sept. 14	13	7	389	48	437
Sept. 10	68	25	..	12	12	Antonio Lopez	Oct. 7	39	31	334	80	414
Oct. 12	39	32	..	13	13	Montevideo	Nov. 6	12	7	386	106	492
Nov. 12	44	29	187	6	193	Manuel Calvo	Dec. 7	17	15	281	97	378
Dec. 11	19	16	..	8	8	Montserrat						
12 Trips	362	233	3088	68	3156	Totals	12 Trips	274	176	2053	743	2796

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Table XIX.

COMPAGNIE GENERALE TRANSATLANTIQUE.

(French Line.)

NEW YORK—HAVRE, BORDEAUX.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Cont.	Tot.	
Jan. 3	30	79	558	La Touraine	Jan. 7	26	44	192	127	319	2408
" 5	..	..	14	Hudson*							
" 10	6	92	357	La Bretagne	" 14	11	51	81	78	159	
" 8	..	5	161	Caroline	" 16	..	9	..	..	..	
" 16	108	226	501	La Savoie	" 21	95	95	236	115	351	
" 24	73	198	503	La Lorraine	" 28	102	59	235	91	326	
" 29	..	25	300	Louisiane							
Feb. 1	17	166	625	La Gascogne	Feb. 4	24	27	138	94	232	
" 3	..	15	196	Californie*							
" 8	15	161	573	La Bretagne	" 11	22	38	69	73	142	
" 13	54	235	543	La Provence	" 18	106	84	233	140	373	
" 20	37	200	413	La Savoie	" 25	41	47	178	161	339	
" 20	..	101	502	Caroline							
" 23	..	240	1171	Chicago	" 27	..	26	14	20	34	2409
" 28	44	197	625	La Touraine	Mar. 4	24	40	166	71	237	
Mar. 8	19	175	606	La Bretagne	" 11	10	40	106	68	174	
" 4	..	..	124	Hudson*							
" 9	..	128	403	La Gascogne	" 13	..	18	10	8	18	
" 13	82	301	508	La Provence	" 18	133	78	328	205	533	
" 20	..	18	658	Louisiane							
" 21	23	267	470	La Savoie	" 25	90	81	292	126	418	
" 23	..	303	1165	Chicago	" 27	..	70	53	29	82	
" 28	18	194	686	La Touraine							
" 31	..	50	671	La Bretagne	Apr. 2	29	58	206	99	305	
Apr. 2	..	6	..	Californie*	" 7	..	2	..	..	..	

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	"	3	33	187	562	La Lorraine	"	8	93	60	267	104	371
	"	6	..	171	869	La Gascogne	"	10	..	31	4	19	23
	"	9	52	277	533	La Provence	"	15	234	115	226	123	349
	"	17	38	195	530	La Savoie	"	22	138	105	158	125	283
	"	15	..	56	616	Floride	"	24	..	48	..	6	6
	"	24	..	..	441	Hudson*							
	"	26	8	131	561	La Bretagne	"	29	37	75	97	92	189
	"	27	..	255	1149	Chicago	May	4	..	135	16	29	45
	May	1	39	292	482	La Lorraine	"	6	98	80	174	83	257
	"	4	..	..	1182	La Gascogne	"	8	..	35	4	26	30
	"	7	113	262	538	La Provence	"	13	215	124	278	147	425
	"	15	43	244	533	La Savoie	"	20	198	150	183	141	324
2411	"	16	..	102	710	Caroline	"	22	..	64	..	2	2
	"	23	19	217	522	La Bretagne	"	27	31	58	112	71	183
	"	23	..	44	510	Californie*	"	29	..	11	..	..	..
	"	28	..	60	286	Floride							
	"	29	49	161	403	La Lorraine	June	3	160	154	184	157	341
	"	31	..	224	977	Chicago	"	5	..	290	65	63	128
	June	5	118	222	544	La Provence	"	10	300	138	276	162	438
	"	14	42	161	535	La Savoie	"	17	250	120	219	135	354
	"	11	..	21	327	Louisiane	"	19	..	26	..	8	8
	"	19	48	121	510	La Lorraine	"	24	173	110	208	86	294
	"	20	..	23	156	Mexico*	"	26	..	13	..	..	..
	"	26	119	128	371	La Provence	July	1	274	130	221	184	405
	"	26	..	40	112	Caroline	"	3	..	46	..	..	..
2412	"	28	..	204	230	Chicago	"	3	..	305	25	82	107
	July	3	64	133	585	La Savoie	"	8	160	112	243	158	401
	"	11	35	172	428	La Touraine	"	15	72	62	163	120	283
	"	18	10	136	228	La Bretagne	"	22	54	123	145	96	241
	"	16	..	..	110	Hudson*							
	"	24	102	263	487	La Lorraine	"	29	100	130	274	160	434
	"	23	..	16	148	Louisiane	"	31	..	19	..	..	..
	"	31	77	153	542	La Savoie	Aug.	5	91	133	217	145	362
	Aug.	8	61	189	413	La Touraine	"	12	54	80	179	77	256
	"	5	..	68	230	Floride	"	14	..	37	..	..	..

*To and from Bordeaux.

(Concluded on next page.)

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Table XIX—Concluded.

COMPAGNIE GENERALE TRANSATLANTIQUE.

(French Line.)

NEW YORK—HAVRE, BORDEAUX.

(Continued from preceding page.)

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Cont.	Tot.
Aug. 15	39	153	267	La Bretagne	Aug. 19	17	75	114	169	283
" 13	..	3	97	Californie*	" 21	..	19	..	..	..
" 21	158	241	476	La Lorraine	" 26	54	105	266	173	439
" 20	..	11	87	Mexico	" 28	..	12	..	..	..
" 30	123	188	416	La Touraine	Sept. 2	41	66	186	110	296
" 30	..	309	444	Chicago	" 4	..	92	43	75	118
Sept. 3	333	139	533	La Provence	" 9	74	108	308	275	583
" 11	284	127	413	La Savoie	" 16	50	76	209	182	391
" 9	..	42	267	Louisiane	" 18	..	14	..	..	..
" 10	..	..	78	Hudson*						
" 13	..	355	399	La Gascogne	" 18	..	35	12	28	40
" 17	289	141	495	La Lorraine	" 23	27	86	200	119	319
" 24	320	142	538	La Provence	" 30	77	85	281	241	522
" 22	..	75	229	Floride	Oct. 2	..	4	..	..	..
" 27	..	366	659	Chicago	" 2	..	104	98	48	146
Oct. 3	107	187	498	La Touraine	" 7	27	76	133	130	263
" 6	..	92	194	Caroline	" 12	..	8	..	..	..
" 8	..	24	140	Californie*						
" 8	177	217	486	La Savoie	" 14	40	78	196	149	345
" 11	..	259	517	La Gascogne	" 16	..	45	6	26	32
" 18	45	205	661	La Bretagne	" 21	22	45	140	151	291
" 23	210	202	543	La Provence	" 28	92	70	361	190	551
" 29	..	17	157	Louisiane						
" 28	..	383	866	Chicago	Nov. 2	..	54	9	44	53
Nov. 1	95	194	543	La Touraine	" 4	30	85	167	149	316

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"	7	151	219	475	La Savoie	"	10	3	..	..	..	..
"	6	..	67	374	Floride	"	13	..	27	217	98	315
"	18	..	229	603	La Gascogne	"	21	6	30	86	140	226
"	19	219	249	544	La Provence	"	25	80	125	427	124	551
"	18	..	116	436	Caroline	"	27	..	44	38	110	148
"	21	..	..	55	Hudson*							
"	28	55	163	642	La Touraine	Dec.	2	28	50	293	227	520
Dec.	6	16	63	769	La Bretagne	"	9	23	48	268	191	459
"	7	..	267	807	Chicago	"	11	..	63	84	115	199
"	12	74	187	513	La Lorraine	"	16	50	71	283	227	510
"	15	..	16	39	Californie*							
"	17	130	206	534	La Provence	"	23	60	78	213	168	381
2417 "	19	..	79	350	Floride	"	25	..	7	..	..	..
"	26	31	91	645	La Touraine	"	30	25	34	101	99	200
"	30	..	67	182	Caroline							
100 Trips		4452	14401	46754	Totals	84 Trips		4271	5905	11214	7864	19078

*To and from Bordeaux.

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NEW ORLEANS—HAVRE.

Table XX.

COMPAGNIE GENERALE TRANSATLANTIQUE.

(French Line.)

N. O. Arrival	Westbound I	Westbound III	Steamer	N. O. Departure	Eastbound I	Eastbound III
Jan. 2	..	7	Floride	Jan. 10	7	8
" 28	3	6	St. Laurent	Feb. 5	..	13
			Virginie	" 20	3	8
			Floride	Mar. 10	4	37
Apr. 8	..	8	St. Laurent	Apr. 16	1	49
May 25	..	2	Virginie	June 1	27	35
June 25	..	4	St. Laurent	July 1	5	18
Aug. 1	20	15	Virginie	Aug. 3	11	19
Oct. 1	..	3	St. Laurent	Oct. 7	2	12
" 28	..	4	Virginie	Nov. 6	..	3
			Mexico	" 23	2	..
Nov. 30	..	18	St. Laurent	Dec. 9	..	10
9 Trips	23	67	Totals	12 Trips	62	212

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Table XXI.

CUNARD LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 1	193	114	258	Lusitania	Jan. 6	206	170	204
" 9	76	139	243	Campania	" 13	93	105	186
" 17	166	174	467	Carmania				
" 24	64	179	255	Lucania	" 27	91	124	298
" 29	185	150	405	Mauretania	Feb. 3	260	125	179
2423 Feb. 6	58	160	268	Campania	" 10	79	128	198
" 14	139	162	598	Lusitania	" 17	142	112	164
" 18	121	150	676	Mauretania	" 24	174	107	185
" 27	86	290	401	Lucania	Mar. 3	48	117	207
Mar. 5	254	238	776	Lusitania	" 10	215	95	238
" 11	239	223	1020	Mauretania	" 17	262	97	233
" 20	52	242	704	Campania	" 24	34	101	273
" 26	239	265	1358	Lusitania	" 31	253	150	284
Apr. 3	58	268	721	Lucania	Apr. 7	40	100	192
" 7	86	127	1204	Caronia	" 10	50	62	205
" 9	304	250	906	Mauretania	" 14	254	165	294
" 17	39	294	615	Campania	" 21	51	151	237
" 21	56	107	1003	Carmania	" 24	236	134	271
2424 " 23	186	199	803	Lusitania	" 28	379	212	248
" 30	252	270	1034	Mauretania	May 5	286	212	371
May 5	92	130	1335	Caronia	" 8	121	99	428
" 8	81	275	602	Campania	" 12	40	182	354
" 14	223	184	985	Lusitania	" 19	369	236	588
" 19	94	112	1075	Carmania	" 22	152	135	676
" 20	272	180	717	Mauretania	" 26	400	266	474
" 29	60	279	656	Campania	June 2	125	250	589
June 2	121	98	761	Caronia	" 5	261	198	1026
" 4	265	201	519	Lusitania	" 9	370	354	696
" 10	318	220	641	Mauretania	" 16	456	405	470

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"	16	86	135	579	Carmania	"	19	267	221	518
"	19	74	182	373	Campania	"	23	249	314	314
"	25	290	223	823	Lusitania	"	30	469	434	506
"	29	121	127	620	Caronia	July	3	291	219	478
July	3	92	214	392	Lucania	"	7	181	355	391
"	8	341	246	566	Mauretania	"	14	430	392	314
"	14	111	130	466	Carmania	"	17	275	201	234
"	16	93	235	321	Campania	"	21	88	205	217
"	23	282	236	596	Lusitania	"	28	327	299	260
"	27	109	173	420	Caronia	"	31	154	168	228
"	29	407	371	520	Mauretania	Aug.	4	261	222	253
Aug.	6	128	330	322	Campania	"	11	36	158	153
"	10	187	248	474	Carmania	"	14	83	117	114
"	12	372	430	565	Lusitania	"	18	252	172	180
"	19	398	414	774	Mauretania	"	25	240	191	167
"	24	233	247	633	Caronia	"	28	61	79	94
"	28	278	292	396	Campania	Sept.	1	40	110	123
Sept.	2	465	431	1019	Lusitania	"	8	181	160	188
"	7	351	212	833	Carmania	"	11	63	71	133
"	9	483	434	950	Mauretania	"	15	257	195	177
"	17	352	313	517	Campania	"	22	31	88	149
"	21	305	211	979	Caronia	"	25	72	74	96
"	23	459	438	985	Lusitania	"	29	233	149	153
"	30	466	468	948	Mauretania	Oct.	6	283	145	194
Oct.	5	292	217	685	Carmania	"	9	94	105	140
"	9	149	381	369	Campania	"	13	30	80	129
"	16	162	336	656	Caronia	"	20	101	98	180
"	21	428	441	768	Lusitania	"	27	233	140	211
"	28	356	333	466	Mauretania	Nov.	3	315	143	176
Nov.	2	123	268	489	Carmania					
"	6	76	261	195	Campania	"	10	50	90	173

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(Concluded on next page.)

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Table XXI—Concluded.

CUNARD LINE.

NEW YORK—LIVERPOOL.

(Continued from preceding page.)

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Nov. 11	342	250	593	Lusitania	Nov. 17	367	188	319
" 20	118	178	452	Caronia				
" 25	295	215	515	Mauretania	Dec. 1	331	228	584
2429				Carpathia	" 5	9	29	90
Dec. 3	326	190	339	Lusitania	" 8	259	243	806
				Carmania	" 11	74	176	505
" 11	88	154	325	Campania	" 15	108	291	493
" 16	365	274	429	Mauretania	" 22	203	181	262
" 23	372	204	372	Lusitania	" 29	281	156	229
67 Trips	14354	16122	42730	Totals	66 Trips	12726	11479	19699

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Table XXII.

CUNARD LINE.

NEW YORK—MEDITERRANEAN—ADRIATIC.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Cont.	III Az.	Total
Jan. 2	73	90	2276	Caronia	Jan. 7	368	55	317	223	..	540
				Carmania	" 21	374	54	213	232	..	445
" 29	38	93	1801	Pannonia	Feb. 4	13	12	42	86	..	128
Feb. 13	55	252	2386	Caronia	" 18	385	47	137	..	22	159
Mar. 1	79	333	2380	Carmania	Mar. 4	369	51	99	..	10	109
" 19	23	96	1706	Pannonia	" 25	25	21	22	75	..	97
" 26	19	178	2174	Carpathia	Apr. 1	141	34	72	132	..	204
Apr. 9	38	78	1900	Slavonia	" 15	65	39	87	143	42	272
" 21	..	103	1551	Ultonia	" 29	..	63	64	167	..	231
May 6	33	103	1099	Pannonia	May 13	56	37	48	196	..	244
" 11	42	252	1891	Carpathia	" 20	186	..	117	276	..	393
" 27	58	87	1998	Slavonia	June 3	100	..	54	202	..	256
June 10	..	91	1586	Ultonia	" 17	..	86	132	125	..	257
" 25	25	102	1037	Pannonia	July 1	101	..	73	143	..	216
" 30	17	203	944	Carpathia	" 8	213	..	175	276	..	451
July 29	..	95	1654	Ultonia	Aug. 5	..	31	154	111	..	265
Aug. 13	21	97	932	Pannonia	" 19	16	33	260	123	..	383
" 24	99	171	1243	Carpathia	Sept. 2	68	71	356	222	..	578
Sept. 16	..	105	2111	Ultonia	" 23	..	14	101	95	..	196
Oct. 2	77	40	1072	Pannonia	Oct. 7	53	21	109	126	..	235
" 14	130	109	901	Carpathia	" 21	109	61	265	141	..	406
Nov. 8	..	98	1473	Ultonia							
				Carmania	Nov. 6	151	54	367	217	..	584
" 21	43	89	1441	Pannonia							
				Caronia	" 27	249	58	834	410	..	1244
Dec. 2	55	149	1758	Carpathia							
				Saxonia	Dec. 4	69	34	974	115	..	1089
" 9	56	201	1441	Carmania							
24 Trips	981	3215	38755	Totals	24 Trips	3111	876	5072	3836	74	8982

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Table XXIII.

CUNARD LINE.

BOSTON—LIVERPOOL.

	Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
	Jan. 23	20	147	295	Saxonia	Jan. 26	17	46	108
	Feb. 4	11	120	286	Ivernia	Feb. 9	21	48	97
	" 18	21	203	396	Saxonia	" 23	24	32	120
2435	Mar. 4	20	224	503	Ivernia	Mar. 9	29	37	178
	" 18	21	229	821	Saxonia	" 23	38	55	150
	Apr. 1	34	266	1294	Ivernia	Apr. 6	35	102	211
	" 15	58	314	1504	Saxonia	" 20	91	156	238
	" 29	69	313	1608	Ivernia	May 4	45	131	310
	May 13	53	313	1451	Saxonia	" 18	84	237	651
	" 27	80	327	1171	Ivernia	June 1	125	232	806
	June 10	98	318	826	Saxonia	" 15	173	226	693
	" 24	89	301	725	Ivernia	" 29	177	210	636
	July 9	67	277	637	Saxonia	July 13	123	267	464
	" 22	88	277	483	Ivernia	" 27	82	228	245
	Aug. 5	160	203	658	Saxonia	Aug. 10	57	138	261
	" 19	126	253	623	Ivernia	" 24	42	129	136
2436	Sept. 1	178	216	987	Saxonia	Sept. 7	33	91	167
	" 15	182	232	1075	Ivernia	" 21	23	86	123
	" 29	171	227	1266	Saxonia	Oct. 5	24	147	193
	Oct. 14	126	250	692	Ivernia	" 19	35	98	116
	" 29	102	300	683	Saxonia	Nov. 2	20	83	212
	Nov. 11	57	390	435	Ivernia	" 16	26	63	130
	" 25	28	317	397	Saxonia				
					Pannonia	" 28	19	86	..
	Dec. 10	28	331	304	Ivernia	Dec. 14	35	100	278
	24 Trips	1887	6348	19120	Totals	24 Trips	1378	3028	6523

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Table XXIV.

DOMINION LINE AND WHITE STAR-DOMINION LINE.

MONTREAL, QUEBEC (SUMMER) LIVERPOOL
PORTLAND (WINTER)

Montreal Quebec Portland Arrival	Westbound I	II	III	Steamer	Montreal Quebec Portland Departure	Eastbound I	II	III
				Haverford	Jan. 2	..	27	58
Jan. 11	..	33	119	Merion	" 16	..	39	60
Feb. 2	..	84	163	Haverford	Feb. 6	..	20	69
" 14	..	79	112	Canada	" 20	..	49	83
Mar. 7	..	86	401	Dominion	Mar. 13	..	20	59
" 24	..	149	141	Vancouver	" 27	..	7	60
" 27	9	81	239	Canada	Apr. 3	5	32	25
Apr. 12	..	168	373	Dominion	" 17	..	98	24
May 2	22	202	667	Canada	May 8	35	49	70
" 7	56	255	746	Laurentic	" 15	64	84	155
" 17	..	167	254	Dominion	" 22	..	167	35
" 21	..	94	155	Ottawa	" 29	..	126	48
June 6	23	227	700	Canada	June 12	51	102	85
" 11	66	232	428	Laurentic	" 19	176	203	211
" 20	..	152	270	Dominion	" 26	..	241	52
" 26	42	146	357	Megantic	July 3	198	166	130
July 2	..	118	266	Ottawa	" 10	..	188	45
" 11	18	74	291	Canada	" 17	55	34	69
" 17	102	223	329	Laurentic	" 24	146	113	180
" 26	..	129	301	Dominion	" 31	..	113	69
" 30	137	220	382	Megantic	Aug. 7	89	62	133
Aug. 5	..	151	116	Ottawa	" 14	..	67	85
" 13	69	132	176	Canada	" 21	13	21	104
" 19	210	300	354	Laurentic	" 28	70	94	134

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	" 29	..	317	166	Dominion	Sept. 4	..	88	100
	Sept. 3	282	317	397	Megantic	" 11	61	51	145
	" 10	..	221	203	Ottawa	" 18	..	77	91
	" 18	146	210	175	Canada	" 25	11	24	119
	" 24	229	330	609	Laurentic	Oct. 2	73	83	165
	Oct. 2	..	235	199	Dominion	" 9	..	53	42
	" 8	102	279	408	Megantic	" 14	50	96	125
	" 23	23	154	573	Canada	" 30	9	16	152
	" 29	70	159	402	Laurentic	Nov. 6	44	58	208
	Nov. 5	38	118	422	Megantic	" 13	31	103	247
	" 17	..	155	292	Dominion	" 21	..	123	187
	" 27	..	96	741	Canada	Dec. 4	..	87	146
2441	Dec. 19	..	122	717	Southwark	" 25	..	36	13
	36 Trips	1644	6215	12644	Totals	37 Trips	1181	3017	3783

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Table XXV.

DONALDSON LINE.

MONTREAL (SUMMER) GLASGOW
ST. JOHN, N. B. (WINTER)

Montreal St. John Arrival	Westbound II	Westbound III	Steamer	Montreal St. John Departure	Eastbound II	Eastbound III	
Jan. 8	..	7	Almora				
" 10	6	..	Tritonia	Jan. 17	1	..	2444
" 15	..	5	Kastalia	" 23	1	..	
" 30	1	4	Parthenia				
" 31	2	2	Hestia				
Feb. 16	1	..	Concordia	Feb. 23	..	1	
" 22	3	..	Tritonia				
" 28	1	1	Kastalia				
			Salacia	Mar. 21	1	..	
Mar. 18	6	..	Parthenia				
" 23	110	166	Cassandra	Apr. 3	6	19	
Apr. 2	1	..	Hestia				
" 7	140	228	Athenia	" 18	9	16	
May 2	2	..	Salacia				
" 5	220	279	Cassandra	May 13	47	29	2445
" 18	178	247	Athenia	" 27	58	9	
" 27	5	4	Parthenia				
June 10	141	306	Cassandra	June 17	111	13	
" 17	..	1	Lakonia	" 24	1	..	
" 22	169	159	Athenia	July 1	163	30	
July 2	7	2	Parthenia	" 8	4	..	
" 13	111	151	Cassandra	" 22	44	25	
" 21	1	1	Lakonia	" 29	1	..	
" 27	111	98	Athenia	Aug. 5	13	15	
Aug. 4	4	..	Parthenia	" 12	1	..	
" 17	167	98	Cassandra	" 26	27	26	

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	" 25	7	4	Lakonia			
	" 30	237	127	Athenia	Sept. 9	20	10
	Sept. 9	6	..	Parthenia	" 16	1	1
	" 16	3	..	Salacia	" 23	1	..
	" 21	166	86	Cassandra	" 30	27	10
	Oct. 4	125	90	Athenia	Oct. 14	26	8
	" 14	1	..	Parthenia			
	" 21	1	..	Salacia			
	" 26	59	113	Cassandra	Nov. 4	26	17
	Nov. 4	..	5	Lakonia			
	" 10	61	77	Athenia	" 19	18	20
	" 16	4	6	Parthenia	" 24	3	..
2447	" 23	2	..	Salacia	Dec. 2	1	..
	" 30	46	44	Cassandra	" 11	35	45
	Dec. 10	5	..	Lakonia	" 17	2	..
	" 15	43	140	Athenia	" 25	7	19
	" 23	7	..	Parthenia	" 31	..	3
	" 30	4	..	Pythia			
	43 Trips	2164	2451	Totals	30 Trips	655	316

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Table XXVI.

FABRE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III Ital. Gr'ks	III Az. Etc.	Total	Steamer	N. Y. Departure	Eastbound I	III	
Jan. 7	1	..	195	..	195	Germania	Jan. 14	1	133	
" 28	10	..	1012	..	1012	Venezia	Feb. 6	27	236	2450
Feb. 14	4	..	960	..	960	Madonna	" 20	14	36	
" 19	..	..	580	..	580	Roma	" 27	20	119	
" 28	10	..	727	..	727	Germania	Mar. 6	24	30	
Mar. 18	7	..	1419	..	1419	Venezia	" 27	23	101	
" 29	3	8	260	154	414	Gallia				
" 29	6	..	1183	..	1183	Madonna	Apr. 7	9	81	
Apr. 8	15	..	232	91	323	Massilia				
" 9	11	..	981	..	981	Roma	" 17	10	112	
" 16	8	..	968	..	968	Germania	" 24	15	48	
May 12	24	..	1183	..	1183	Madonna	May 15	27	28	
" 16	33	..	..	421	421	Gallia				
" 24	6	..	894	..	894	Roma	" 29	33	121	
June 4	3	..	902	..	902	Germania	June 9	31	70	2451
" 9	6	..	..	49	49	Massilia				
" 23	2	..	1092	..	1092	Venezia	" 26	53	49	
" 23	2	..	..	167	167	Madonna	" 30	38	92	
July 4	11	..	..	245	245	Gallia				
" 8	10	..	451	..	451	Roma	July 12	23	298	
" 20	18	..	410	..	410	Germania	" 24	10	301	
Aug. 2	10	..	154	205	359	Venezia	Aug. 7	15	160	
" 9	12	..	359	117	476	Madonna	" 14	4	299	
" 19	16	..	263	..	263	Roma	" 28	5	285	
" 31	17	..	331	..	331	Germania	Sept. 4	6	167	
Sept. 9	12	22	..	108	108	Gallia				

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"	13	44	..	307	53	360	Venezia	" 22	13	223
"	22	28	..	414	..	414	Madonna	" 29	8	390
Oct.	2	20	..	..	72	72	Massilia			
"	5	28	..	555	..	555	Roma	Oct. 13	11	212
"	16	10	..	274	..	274	Germania	" 23	3	211
"	30	21	3	..	68	68	Gallia			
Nov.	1	31	..	535	..	535	Venezia	Nov. 10	21	478
"	9	11	..	347	..	347	Madonna	" 17	15	827
"	23	4	..	385	..	385	Roma	Dec. 1	13	906
Dec.	3	8	..	232	..	232	Germania	" 9	11	361
"	21	22	..	418	..	418	Venezia	" 28	22	146
"	28	2	..	264	..	264	Madonna			
38 Trips		486	33	18287	1750	20037	Totals	29 Trips	505	6520

Table XXVII.

GREEK LINE.

(Hellenic Trans-Atlantic Steam Nav. Co., Ltd.)

New York—Italy—Greece.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Gr'ks	Tot.
Feb. 17	18	..	201	Themistocles	Mar. 8	..	19	..	91	91
Apr. 19	20	..	901	Themistocles	Apr. 24	2	9	50	154	204
June 3	72	..	1009	Athinai	June 8	7	18	74	141	215
" 25	44	..	443	Themistocles	July 1	3	51	194	198	392
July 31	62	..	369	Athinai	Aug. 5	3	73	301	289	590
Aug. 25	26	..	439	Themistocles	" 31	..	10	113	198	311
Sept. 27	89	..	735	Athinai	Oct. 2	1	69	347	306	653
Oct. 25	17	76	1040	Themistocles	Nov. 6	..	42	289	466	755
Nov. 24	75	36	1381	Athinai	" 29	8	60	650	246	896
9 Trips	423	112	6518	Totals	9 Trips	24	351	2018	2089	4107

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Table XXVIII.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Feb. 3	155	117	235	Deutschland				
				Deutschland	Mar. 11	119	80	304
Apr. 22	92	64	210	Deutschland	Apr. 29	210	187	269
May 27	107	108	271	Deutschland	June 5	288	177	284
Sept. 9	459	328	258	Deutschland	Sept. 18	86	88	229
Oct. 15	249	314	264	Deutschland	Oct. 23	102	52	127
5 Trips	1062	931	1238	Totals	5 Trips	805	584	1213

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Table XXIX.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Pretoria	Jan. 2	2	12	79
				Amerika	" 5	245	120	480
Jan. 8	..	133	1278	Batavia	" 16	..	37	37
" 13	..	..	889	Arcadia				
" 25	59	138	1280	Pennsylvania	" 30	9	45	126
" 25	207	238	1553	K. Auguste Victoria	Feb. 6	289	124	564
Feb. 5	14	148	1670	Graf Waldersee	" 13	30	42	159
" 14	7	67	1450	Patricia	" 20	12	34	69
" 16	102	264	1835	Amerika	" 27	171	107	554
" 25	..	..	1058	Pisa				
Mar. 8	206	343	1819	K. Auguste Victoria	Mar. 2	227	153	1021
Feb. 28	10	89	2314	Pretoria	" 6	11	36	126

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	Mar. 6	24	162	2013	Pennsylvania	" 13	26	45	220
	" 18	20	301	2201	Graf Waldersee	" 27	34	93	202
	" 27	17	214	2104	Patricia	Apr. 3	23	47	126
	" 31	184	268	2018	Amerika	" 10	280	172	290
	Apr. 2	..	..	1212	Badenia				
	" 7	132	227	2348	Cleveland	" 17	171	140	387
	" 8	..	..	722	Rhaetia				
	" 15	67	203	2214	President Grant	" 21	174	126	265
	" 17	178	153	982	K. Auguste Victoria	" 24	460	208	620
	" 24	10	124	259	Pennsylvania	" 28	100	189	148
	" 29	68	214	615	President Lincoln	May 5	179	273	686
	May 5	46	157	1148	Bluecher	" 12	129	206	164
2459	" 8	236	238	1718	Amerika	" 15	443	255	751
	" 16	86	244	2214	Cleveland	" 22	250	374	778
	" 20	23	177	1072	President Grant	" 26	238	253	373
	" 22	160	233	1803	K. Auguste Victoria	" 29	565	282	556
	" 29	22	239	933	Pennsylvania	June 2	158	245	165
	June 3	49	169	2085	President Lincoln	" 9	242	258	483
	" 6	128	126	1148	Cincinnati	" 12	256	306	436
	" 9	26	81	660	Bluecher	" 16	225	175	77
	" 12	170	221	970	Amerika	" 19	467	258	401
					Graf Waldersee	" 24	169	182	80
	" 20	57	249	1542	Cleveland	" 26	276	367	349
	" 24	57	138	829	President Grant	" 30	245	247	244
	" 26	234	211	1696	K. Auguste Victoria	July 3	555	295	529
2460	July 2	22	198	775	Pennsylvania	" 7	145	230	146
	" 8	83	262	1791	President Lincoln	" 14	223	244	289
	" 11	131	240	1021	Cincinnati	" 17	263	284	192
	" 17	270	270	1785	Amerika	" 24	430	203	345
	" 25	165	319	1353	Cleveland	" 31	254	197	284
	" 29	115	223	556	President Grant	Aug. 4	166	99	132
	" 31	355	304	1067	K. Auguste Victoria	" 7	235	142	349
	Aug. 5	66	271	534	Pennsylvania	" 11	35	86	78
	" 11	188	273	1000	President Lincoln	" 18	83	126	243
	" 15	210	328	603	Cincinnati	" 21	143	111	215
	" 18	94	260	384	Bluecher	" 25	13	50	68
	" 21	381	363	720	Amerika	" 28	153	128	344

(Concluded on next page.)

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Table XXIX—Concluded.

HAMBURG-AMERICAN LINE.

(Continued from preceding page.)

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Aug. 26	119	316	274	Graf Waldersee	Sept. 1	19	29	47
" 29	261	634	653	Cleveland	" 4	90	107	138
Sept. 1	249	432	894	President Grant	" 8	57	91	111
" 3	580	405	847	K. Auguste Victoria	" 11	105	99	242
" 9	197	344	496	Pennsylvania	" 15	24	44	50
" 15	236	448	1271	President Lincoln	" 22	57	73	200
" 18	281	608	466	Cincinnati	" 25	40	87	117
" 22	260	251	368	Bluecher	" 29	42	60	45
" 25	490	359	622	Amerika	Oct. 2	164	85	372
Oct. 2	180	304	510	Graf Waldersee	" 8	11	54	475
" 3	267	666	291	Cleveland				
" 6	238	447	736	President Grant	" 13	57	73	85
" 8	566	403	898	K. Auguste Victoria	" 16	139	79	315
" 16	102	347	466	Pennsylvania	" 20	15	39	65
" 22	167	433	1291	President Lincoln	" 27	56	68	154
" 24	214	603	619	Cincinnati	" 30	41	61	108
" 27	82	311	522	Bluecher	Nov. 3	21	37	48
" 30	353	385	1271	Amerika	" 6	149	95	255
Nov. 11	114	463	2153	President Grant	" 17	67	77	151
" 13	329	439	1622	K. Auguste Victoria	" 20	106	82	304
" 21	28	350	1116	Pennsylvania	" 27	24	34	71
" 25	25	253	1137	Graf Waldersee	Dec. 4	23	77	134
Dec. 4	209	440	1731	Amerika	" 11	207	225	551
" 6	..	1	1331	Bulgaria	" 18	..	..	22
" 16	108	312	2999	President Grant	" 25	50	67	120
" 20	238	427	1587	K. Auguste Victoria				
" 23	..	..	539	Prinze Adalbert				
" 30	20	170	1848	Pennsylvania				
74 Trips	10592	19631	89799	Totals	69 Trips	10368	9349	18410

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Table XXX.

HAMBURG-AMERICAN LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Az.	Tot.
				Hamburg	Jan. 5	84	39	192	..	192
Jan. 19	37	123	959	Moltke	" 28	330	..	..	..	..
				Deutschland	Feb. 6	280	82	275	..	275
Feb. 10	19	185	929	Hamburg	" 16	87	27	61	..	61
Mar. 5	60	342	219	Deutschland						
" 20	33	188	984	Hamburg	Mar. 23	158	64	96	..	96
Apr. 3	..	..	2166	Bulgaria	Apr. 6	..	..	20	..	20
" 10	..	231	1648	Batavia	" 13	..	44	18	..	18
" 18	151	167	1142	Moltke	" 27	222	147	76	..	76
May 2	39	202	993	Hamburg	May 11	149	62	86	..	86
" 20	..	..	1250	Bulgaria	" 27	..	..	44	..	44
" 28	..	71	505	Batavia	June 3	..	147	28	..	28
June 3	76	131	877	Moltke	" 10	189	179	63	..	63
" 20	33	55	533	Hamburg	July 1	150	144	167	..	167
July 11	38	139	758	Moltke	" 22	74	68	237	..	237
Aug. 7	31	91	481	Hamburg	Aug. 14	33	21	91	100	191
" 26	111	149	502	Moltke	Sept. 9	26	48	213	61	274
Sept. 20	112	166	541	Hamburg	" 30	78	25	254	65	319
Oct. 11	177	223	658	Moltke	Oct. 21	75	19	164	84	248
Nov. 9	68	117	501	Hamburg	Nov. 18	51	41	333	..	333
" 29	42	61	438	Moltke	Dec. 9	73	22	530	..	530
Dec. 24	45	47	358	Hamburg						
20 Trips	1072	2688	16442	Totals	20 Trips	2059	1179	2948	310	3258

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Table XXXI.

HOLLAND-AMERICA LINE.

New York-Rotterdam

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 4	18	72	799	Ryndam	Jan. 12	29	80	125	
" 13	22	79	584	Statendam	" 19	13	23	58	
" 26	39	102	639	Noordam	Feb. 2	27	34	151	
Feb. 9	29	176	1007	Rotterdam	" 16	35	53	189	2468
" 16	8	141	482	Statendam	" 23	21	43	63	
Mar. 1	36	309	1114	Noordam	Mar. 9	24	32	225	
" 16	18	349	1352	Ryndam	" 23	37	73	244	
" 23	35	278	1258	New Amsterdam	" 30	93	86	205	
" 30	22	251	1239	Potsdam	Apr. 6	24	37	172	
Apr. 7	28	339	1099	Noordam	" 13	50	43	107	
" 12	65	148	659	Rotterdam	" 20	303	162	393	
" 20	19	286	285	Ryndam	" 27	126	118	198	
" 27	47	176	288	New Amsterdam	May 4	114	180	334	
May 4	32	251	821	Potsdam	" 11	49	100	261	
" 11	34	303	893	Noordam	" 18	90	226	275	
" 16	69	149	936	Rotterdam	" 25	295	271	412	
" 26	31	352	1071	Ryndam	June 1	159	122	220	2469
" 31	91	201	741	New Amsterdam	" 8	304	303	193	
June 8	40	211	717	Potsdam	" 15	178	149	200	
" 15	32	231	353	Noordam	" 22	222	159	182	
" 20	83	164	939	Rotterdam	" 29	432	310	288	
" 29	58	301	783	Ryndam	July 6	212	190	271	
July 5	80	189	648	New Amsterdam	" 13	230	208	248	
" 13	55	258	679	Potsdam	" 20	185	132	250	
" 26	72	353	1145	Noordam	Aug. 3	126	89	239	
Aug. 1	186	299	409	Rotterdam	" 10	143	83	1133	
" 10	99	337	348	Ryndam	" 17	40	53	196	
" 16	181	340	406	New Amsterdam	" 24	50	73	301	
" 24	158	279	400	Potsdam	" 31	36	37	205	

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" 30	231	378	394	Noordam	Sept. 7	22	41	164
Sept. 5	491	574	679	Rotterdam	" 14	66	63	288
" 14	237	470	288	Ryndam	" 21	17	27	186
" 20	319	397	672	New Amsterdam	" 28	74	44	183
" 27	218	324	417	Potsdam	Oct. 5	34	37	218
Oct. 4	204	245	417	Noordam	" 12	27	34	142
" 11	347	416	446	Rotterdam	" 19	94	54	306
" 20	74	278	378	Ryndam	" 26	16	40	95
" 25	179	306	393	New Amsterdam	Nov. 2	45	61	221
Nov. 2	77	328	585	Potsdam	" 9	47	75	89
" 8	71	310	575	Noordam	" 16	16	43	112
" 16	190	255	612	Rotterdam	" 23	58	48	316
2471 " 23	22	413	568	Ryndam	" 30	16	42	150
Dec. 7	22	431	809	Statendam	Dec. 14	17	47	152
" 14	51	254	440	Noordam	" 21	19	40	130
" 28	37	254	645	Ryndam				
45 Trips	4457	12557	30412	Totals	44 Trips	4215	4165	10090

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Table XXXII.

ITALIA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	
Feb. 7	7	652	Ancona				
" 22	3	465	Verona				
Mar. 7	5	1208	Taormina				
" 23	38	1486	Ancona				2474
Apr. 1	60	1686	Verona				
" 22	46	1653	Ancona	Apr. 28	12	37	
" 29	56	1659	Taormina				
May 13	53	1242	Verona				
" 28	60	815	Ancona				
June 10	67	447	Taormina				
" 28	46	517	Verona				
July 29	62	431	Taormina	Aug. 7	1	61	
Aug. 26	54	380	Verona	Sept. 2	16	54	
Sept. 16	52	205	Taormina	" 23	18	187	
Oct. 7	63	387	Ancona	Oct. 14	58	104	
" 30	88	296	Verona	Nov. 6	18	208	
Dec. 6	75	371	Verona	Dec. 11	18	227	2475
" 24	55	237	Taormina	" 31	22	237	
18 Trips	890	14137	Totals	8 Trips	163	1115	

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ITALIA.

PHILADELPHIA—MEDITERRANEAN.

	Phila. Arrival	Westbound I	Westbound III	Steamer	Phila. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.	Eastbound Total
	Feb. 8	2	583	Ancona	Feb. 13	6	78	2	80
	" 23	..	348	Verona	Mar. 1	..	37	1	38
	Mar. 9	3	709	Taormina	" 13	5	70	2	72
	" 24	6	857	Ancona	" 27	..	65	..	65
2477	Apr. 3	9	641	Verona	Apr. 8	..	38	..	38
	" 24	10	667	Ancona	" 27	..	78	1	79
	May 1	12	648	Taormina	May 7	17	60	..	60
	" 15	8	513	Verona	" 20	28	97	..	97
	" 31	7	450	Ancona	June 2	37	102	6	108
	June 12	..	277	Taormina	" 17	33	102	..	102
	" 30	10	364	Verona	July 3	41	154	..	154
	July 31	9	344	Taormina	Aug. 5	9	226	..	226
	Aug. 28	11	356	Verona	Sept. 1	13	122	..	122
	Sept. 17	19	331	Taormina	" 22	7	182	..	182
	Oct. 8	7	318	Ancona	Oct. 13	13	210	..	210
	Nov. 1	33	277	Verona	Nov. 4	6	272	..	272
	Dec. 7	9	400	Verona	Dec. 10	3	385	..	385
2478	" 26	9	210	Taormina	" 30	1	91	..	91
	18 Trips	164	8293	Totals	18 Trips	219	2369	12	2381

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Table XXXIII.

LA VELOCE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	Cont.	Tot.
Feb. 1	63	..	1336	Europa	Feb. 6	17	..	123	5	128
" 28	..	..	1031	Nord America	Mar. 4	..	..	54	15	69
Mar. 18	69	..	1599	Europa	" 23	14	..	63	2	65
" 26	..	38	1026	Liguria						
Apr. 2	..	58	1113	Lombardia						
" 11	..	..	1262	Nord America	Apr. 17	..	..	95	24	119
" 29	51	..	1663	Europa	May 4	53	..	125	2	127
May 7	..	49	930	Liguria						
" 16	56	..	1008	Lombardia						
June 5	116	..	1336	America	June 8	68	..	253	3	256
" 12	123	..	648	Europa	" 15	71	..	136	2	138
July 12	121	..	1192	America	July 17	79	..	394	..	394
" 28	102	..	595	Europa	Aug. 3	..	72	311	..	311
Aug. 19	111	..	601	America	" 25	35	..	329	..	329
Sept. 14	123	..	831	Europa	Sept. 21	10	..	99	..	99
Oct. 25	122	..	857	Europa	Oct. 28	32	..	324	..	324
Dec. 2	94	..	753	America	Dec. 7	22	..	801	Az.	801
" 17	118	..	875	Oceania	" 22	20	..	588	24	612
18 Trips	1269	145	18656	Totals	14 Trips	421	72	3695	77	3772

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Table XXXIV.

LEYLAND LINE.

Boston—Liverpool.

Boston Westbound			Boston Eastbound	
Arrival	I	Steamer	Departure	I
Apr. 8	8	Winifredian	Apr. 14	17
" 14	11	Bohemian	" 21	5
" 22	7	Cestrian	" 28	4
May 6	9	Canadian	May 12	25
2483 " 19	11	Bohemian	" 25	35
June 3	28	Winifredian	June 9	80
" 16	22	Devonian	" 19	108
" 30	6	Canadian	July 7	85
July 13	45	Winifredian	" 17	75
Aug. 9	51	Devonian	Aug. 18	17
" 24	60	Canadian	Sept. 1	5
" 31	74	Bohemian	" 8	6
Sept. 6	133	Winifredian	" 15	45
" 20	118	Devonian	" 29	26
" 28	45	Cestrian		
Oct. 4	64	Bohemian	Oct. 13	20
" 20	46	Winifredian	" 27	2
2484 " 27	40	Devonian	Nov. 3	2
Nov. 3	5	Cestrian	" 10	1
" 16	21	Bohemian	" 24	7
20 Trips	804	Totals	19 Trips	565

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Table XXXV.

LEYLAND LINE.

NEW ORLEANS—LIVERPOOL, LONDON, HAVRE, ETC.

N. O. Westbound Arrival	I	Steamer	N. O. Eastbound Departure	I	
		†Californian	Jan. 27	1	
Feb. 5	9	*Cestrian			
		‡Median	Feb. 27	1	
		*Etonian	Mar. 6	2	
		°Mercian	" 14	7	
Mar. 8	4	*Oxonian			2486
		*Wm. Cliff	" 29	1	
" 23	2	†Californian	Apr. 2	4	
Apr. 4	12	*Kingstonian			
		*Louisianian	" 16	12	
" 18	1	†Antillian	" 18	7	
		§Atlantian	" 29	18	
" 28	20	*Etonion||	May 8	14	
May 10	8	†Mercian*	" 25	4	
		†Colonian	" 25	30	
" 29	11	*Oxonian			
		*Wm. Cliff	June 5	1	
June 3	6	†Californian**	" 22	30	
" 23	5	*Atlantian||	July 16	1	2487
" 23	6	†Kingstonian			
July 5	1	°Etonian			
		*Cestrian	" 8	35	
" 22	1	*Barbadian			
		*Antillian	Aug. 3	9	
" 22	3	†Colonian	" 15	6	
Aug. 20	9	†Memphian			
" 30	6	*Jamaican			
		*Wm. Cliff	Sept. 2	3	
Sept. 18	32	*Antillian			
Oct. 18	129	§Canadian*	Oct. 27	2	

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" 15	49	*Colonian†	Nov. 2	1
" 21	7	*Barbadian		
Nov. 8	7	†Memphian		
" 14	17	*Jamaican		
		*Louisianian	" 20	1
" 24	1	*Cuban		
Dec. 14	9	*Alexandrian		
		*Antillian	Dec. 15	1
" 30	7	†Californian		
25 Trips	362	Totals	23 Trips	191

2489 *Liverpool. †London. ‡Manchester. **Hamburg. ||Bremen. §Havre. Cherboug. °Antwerp.

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Table XXXVI.

LLOYD ITALIANO.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.	Eastbound Total	
Feb. 12	13	1308	Indiana	Feb. 16	7	37	18	55	
" 22	17	1012	Luisiana	" 25	5	91	10	101	
Mar. 17	18	1245	Virginia	Mar. 20	12	103	5	108	
" 29	21	1310	Indiana	Apr. 1	8	15	6	21	2492
Apr. 5	18	1315	Luisiana	" 8	18	69	7	76	
			Florida	" 21	11	57	6	63	
" 21	21	1283	Virginia	" 27	22	78	1	79	
May 6	22	1335	Indiana	May 11	12	46	1	47	
" 14	16	1232	Luisiana	" 19	21	106	8	114	
" 29	25	1083	Virginia	June 3	14	125	..	125	
June 6	16	338	Florida	" 12	11	100	..	100	
" 14	15	454	Indiana	" 22	15	119	..	119	
July 11	14	984	Luisiana	July 17	18	170	..	170	
Aug. 5	23	523	Indiana	Aug. 10	10	145	..	145	
Sept. 1	81	704	Mendoza	Sept. 7	18	208	..	208	
" 20	28	507	Virginia	" 25	7	126	..	126	
Oct. 14	68	700	Mendoza	Oct. 19	13	238	..	238	2493
" 31	20	458	Virginia	Nov. 4	2	207	..	207	
Nov. 30	13	518	Luisiana	Dec. 4	6	667	..	667	
Dec. 19	18	431	Virginia	" 28	..	160	..	160	
20 Trips	481	17564	Totals	20 Trips	230	2867	62	2929	

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Table XXXVII.

LLOYD SABAUDO.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Cont.	Tot.
	Jan. 13	13	68	1249	Re d'Italia	Jan 19	23	..	183	1	184
2495	Feb. 26	48	..	1346	Re d'Italia	Mar. 4	10	..	95	1	96
	Mar. 12	63	..	1651	Prin. di Piemonte	" 17	6	..	130	13	143
	" 27	88	..	1726	Regina d'Italia	Apr. 1	13	..	89	..	89
	Apr. 8	99	..	1589	Re d'Italia	" 13	12	..	134	..	134
	" 21	74	..	1695	Prin. di Piemonte	" 27	32	..	93	..	93
	May 6	94	..	1694	Regina d'Italia	May 11	33	..	167	..	167
	" 19	94	..	1368	Re d'Italia	" 27	50	..	218	5	223
	June 1	54	..	632	Prin. di Piemonte	June 10	64	..	193	1	194
	" 16	58	..	332	Regina d'Italia	" 24	51	..	102	..	102
	" 21	8	51	637	Tomaso di Savoia	" 28	118	125	308	..	308
	July 22	119	..	795	Prin. di Piemonte	July 29	73	..	505	..	505
	Aug. 19	93	..	608	Regina d'Italia	Aug. 26	50	..	311	..	311
	Sept. 16	138	..	722	Prin. di Piemonte	Sept. 23	16	..	165	..	165
2496	Oct. 19	125	..	801	Regina d'Italia	Oct. 23	19	..	281	..	281
	Nov. 1	128	..	494	Prin. di Piemonte	Nov. 6	21	..	292	..	292
					Re d'Italia	" 30	16	..	470	..	470
	" 29	120	..	640	Regina d'Italia	Dec. 7	8	..	587	..	587
	Dec. 21	52	..	517	Prin. di Piemonte	" 29	9	..	268	..	268
	18 Trips	1468	119	18496	Totals	19 Trips	624	125	4591	21	4612

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Table XXXVIII.

NATIONAL GREEK LINE.

(National Steam Navigation Co. Ltd. of Greece.)

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	Gr'ks	Tot.
Apr. 21	43	15	941	Patris	Apr. 24	5	20	..	95	95
June 2	16	41	1060	Patris	June 5	9	30	..	224	224
July 14	16	41	887	Patris	July 21	12	70	313	279	592
Aug. 29	17	40	903	Patris	Sept. 1	10	50	154	369	523
Oct. 10	14	53	1074	Patris	Oct. 14	12	42	274	484	758
Nov. 22	16	83	1103	Patris	Nov. 25	6	16	..	523	523
6 Trips	122	273	5968	Totals	6 Trips	54	228	741	1974	2715

2498

Table XXXIX.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK—MEDITERRANEAN. 2499

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	Cont.	Tot.
				Liguria	Jan. 2	..	17	242	26	268
Jan. 19	21	18	1306	Duca d. Abruzzi	" 26	20	16	441	13	454
Feb. 5	19	16	1258	Duca di Genoa	Feb. 9	10	18	147	9	156
" 22	..	34	1008	Campania	Mar. 2	..	2	65	30	95
Mar. 1	10	16	1506	Duca d. Abruzzi	" 6	21	17	251	11	262
" 13	12	15	1460	Duca di Genoa	" 16	4	15	84	8	92
" 18	..	50	1988	Lazio	" 25	..	1	54	6	60
" 25	..	47	1979	Sannio						

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					Liguria	Apr. 1	..	14	87	..	87
					Lombardia	" 6	..	23	53	8	61
	Apr. 6	14	17	1518	Duca d. Abruzzi	" 10	30	21	84	..	84
	" 17	30	16	1511	Duca di Genoa	" 22	41	18	172	2	174
	" 16	..	55	2057	Campania	" 24	..	17	48	1	49
	May 7	..	44	2106	Lazio						
	" 9	20	16	1529	Duca d. Abruzzi	May 13	27	19	302	..	302
	" 14	..	51	1713	Sannio						
					Lombardia	" 22	57	..	131	..	131
	" 24	22	17	1576	Duca di Genoa	" 29	67	19	278	5	283
	June 5	..	57	749	Campania						
	" 12	22	18	1393	Duca d. Abruzzi	June 26	73	16	296	..	296
2501	July 1	42	16	1307	Duca di Genoa	July 6	73	16	448	1	449
	" 18	..	55	562	Sannio						
	Aug. 8	32	41	1271	Duca d. Abruzzi	Aug. 14	33	39	692	..	692
	" 30	71	42	1009	Duca di Genoa	Sept. 4	16	40	228	..	228
	Sept. 14	79	38	851	Duca d. Abruzzi	" 18	42	37	460	..	460
	" 30	..	57	547	Sannio	Oct. 7	..	31	321	..	321
	Oct. 11	62	41	1217	Duca di Genoa	" 16	33	38	247	..	247
	" 25	63	41	1010	Duca d. Abruzzi	" 30	20	34	468	..	468
					Lazio	Nov. 23	..	1	86	..	86
	Nov. 23	33	36	1246	Duca D'Aosta	" 27	18	39	630	..	630
	" 22	..	25	469	Sannio	Dec. 1	..	15	330	..	330
	Dec. 6	32	36	817	Duca di Genoa	" 11	15	12	288	..	288
	" 22	17	31	523	Duca d. Abruzzi						
2502											
	28 Trips	601	946	35486	Totals	27 Trips	600	535	6933	120	7053

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NAVIGAZIONE GENERALE ITALIANA.

NORFOLK—MEDITERRANEAN.

Steamer	Norfolk Departure	III
Lazio	July 2	4
Sannio	" 29	9
Totals	2 Trips	13

Table XL.

NAVIGAZIONE GENERALE ITALIANA.

BOSTON—MEDITERRANEAN.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound II	III Ital.	III Az.	Total
Nov. 12	..	22	457	Lazio	Nov. 26	12	947	130	1077
Dec. 24	3	10	152	Duca degli Abruzzi					
2 Trips	3	32	609	Totals	1 Trip	12	947	130	1077

Table XLI.

NAVIGAZIONE GENERALE ITALIANA.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound II	III	Steamer	N. O. Departure	Eastbound II	III
May 14	9	178	Liguria	May 25	51	501
Oct. 11	49	554	Liguria	Oct. 24	8	225
2 Trips	58	732	Totals	2 Trips	59	726

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Table XLII.

NORTH GERMAN LLOYD.

Express Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				K. Wm. der Grosse	Jan. 5	144	86	216
Jan. 26	170	215	594	K. Wm. der Grosse	Feb. 2	174	102	310
Feb. 10	162	173	659	Kronprinzessin Cecilie	" 16	286	96	269
2507 " 25	186	257	666	Kaiser Wilhelm II	Mar. 2	179	136	475
Mar. 17	177	283	694	Kronprinzessin Cecilie	" 23	245	142	602
" 24	94	125	713	K. Wm. der Grosse	" 30	131	87	474
" 31	205	243	724	Kaiser Wilhelm II	Apr. 6	272	97	228
Apr. 7	109	192	575	Kronprinz Wilhelm	" 13	111	80	183
" 13	237	106	363	Kronprinzessin Cecilie	" 20	461	171	334
" 21	69	65	190	K. Wm. der Grosse	" 27	188	180	275
" 28	172	170	704	Kaiser Wilhelm II	May 4	309	158	346
May 5	120	149	606	Kronprinz Wilhelm	" 11	201	167	345
" 11	252	202	709	Kronprinzessin Cecilie	" 18	462	257	464
" 18	76	127	796	K. Wm. der Grosse	" 25	209	204	261
" 26	201	209	713	Kaiser Wilhelm II	June 1	403	239	342
June 2	169	127	624	Kronprinz Wilhelm	" 8	295	173	235
2508 " 8	268	179	474	Kronprinzessin Cecilie	" 15	488	252	296
" 16	166	142	657	K. Wm. der Grosse	" 22	293	216	295
" 22	260	145	643	Kaiser Wilhelm II	" 29	452	223	163
" 30	220	140	622	Kronprinz Wilhelm	July 6	319	252	374
July 7	406	177	608	Kronprinzessin Cecilie	" 13	299	162	233
" 13	216	196	487	K. Wm. der Grosse	" 20	249	162	330
" 20	266	230	651	Kaiser Wilhelm II	" 27	245	122	298
" 27	156	117	486	Kronprinz Wilhelm	Aug. 3	131	102	297
Aug. 3	496	304	451	Kronprinzessin Cecilie	" 10	233	119	171
" 17	227	242	636	K. Wm. der Grosse	" 24	101	98	306
" 25	391	303	566	Kaiser Wilhelm II	" 31	149	100	280
" 31	356	338	570	Kronprinz Wilhelm	Sept. 7	69	78	229
Sept. 7	596	327	696	Kronprinzessin Cecilie	" 14	88	99	199
" 14	337	353	584	K. Wm. der Grosse	" 21	116	53	230

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"	21	582	322	645	Kaiser Wilhelm II	" 28	115	74	207
"	28	365	292	568	Kronprinz Wilhelm	Oct. 5	102	95	199
Oct.	5	550	290	591	Kronprinzessin Cecilie	" 12	175	66	176
"	13	242	292	658	K. Wm. der Grosse	" 19	120	51	214
"	20	339	244	707	Kaiser Wilhelm II	" 26	125	41	174
"	27	235	282	607	Kronprinz Wilhelm	Nov. 2	96	63	155
Nov.	2	416	311	709	Kronprinzessin Cecilie	" 9	232	76	197
"	16	264	291	698	Kaiser Wilhelm II	" 23	221	64	256
"	30	314	295	696	Kronprinzessin Cecilie	Dec. 14	327	247	478
Dec.	21	307	287	696	Kaiser Wilhelm II				
39 Trips		10374	8742	24036	Totals	39 Trips	8815	5190	11116

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Table XLIII.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan 3	..	142	1911	Rhein				
" 9	..	63	1305	Brandenburg	Jan. 14	..	30	158
" 12	..	46	853	Main				
" 14	245	225	1365	Prinz Fried'h Wilhelm	" 19	213	122	490
" 25	..	60	1000	Chemnitz	" 28	..	23	199
" 28	17	130	1447	Koenig Albert				
Feb. 1	..	45	1775	Neckar				
" 3	14	178	1202	Grosser Kurfuerst				
				Breslau	Feb. 4	..	24	147
" 13	..	112	1455	Scharnhorst	" 18	..	18	224
" 18	80	226	1351	Prinz Fried'h Wilhelm	" 23	..	8	41
" 17	..	15	1406	Brandenburg	" 25	75	50	497
" 19	..	25	1349	Koeln	" 27	..	7	10

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	"	27	..	188	1609	Main				
	Mar.	2	..	59	1497	Chemnitz	Mar.	4	..	4	86
	"	3	..	191	1516	Gneisenau	"	11	..	51	299
	"	15	8	158	1555	Roon	"	18	..	35	320
	"	17	..	199	1574	Scharnhorst	"	25	..	35	277
	"	23	53	279	1393	Prinz Fried'h Wilhelm	Apr.	1	159	119	506
	"	25	..	100	1056	Rhein					
	"	30	..	53	1474	Brandenburg	"	3	..	..	49
	Apr.	1	..	176	1355	Yorck	"	8	8	33	197
	"	10	..	..	1287	Wittekind					
	"	11	..	250	2217	Main	"	15	..	16	121
	"	14	..	211	1168	Gneisenau	"	22	10	99	212
2513	"	23	..	111	328	Breslau					
						Grosser Kurfuerst	May	1	99	236	213
	"	27	109	292	633	Prinz Fried'h Wilhelm	"	6	281	224	513
	May	5	14	243	906	Friedrich der Grosse	"	13	97	255	364
	"	10	57	246	1548	Berlin					
	"	18	20	292	1170	Prinzess Alice	"	27	171	147	175
						Main	"	27	..	196	4
	"	26	16	281	1155	Bremen	June	3	214	275	360
	June	1	98	271	1175	Prinz Fried'h Wilhelm	"	10	337	293	280
	"	9	20	206	817	Friedrich der Grosse	"	17	170	224	279
						Barbarossa	"	19	170	131	97
	"	16	31	248	728	Grosser Kurfuerst	"	24	255	241	169
	"	21	120	194	855	George Washington	July	1	477	288	519
2514	"	30	30	196	634	Bremen	"	8	195	199	271
	July	6	156	212	873	Prinz Fried'h Wilhelm	"	15	315	180	429
	"	14	40	227	500	Friedrich der Grosse	"	22	151	151	244
	"	20	60	360	500	Grosser Kurfuerst	"	29	102	129	285
	"	26	197	186	831	George Washington	Aug.	5	270	187	609
	Aug.	4	64	215	379	Bremen	"	12	49	80	126
	"	12	292	312	661	Prinz Fried'h Wilhelm	"	17	229	170	519
	"	18	59	236	348	Friedrich der Grosse	"	26	30	61	320
	"	24	173	425	378	Grosser Kurfuerst	Sept.	2	41	59	266
	"	30	490	534	791	George Washington	"	9	102	93	411
	Sept.	7	255	395	599	Bremen	"	16	26	60	228

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"	13	357	372	722	Prinz Fried'h Wilhelm	"	23	74	60	235
"	20	..	208	133	Main					
"	21	191	318	376	Friedrich der Grosse	"	30	28	59	172
"	28	243	438	524	Grosser Kurfuerst	Oct.	7	31	74	205
Oct.	4	490	427	941	George Washington	"	14	153	88	389
"	13	186	326	591	Bremen	"	21	17	39	132
"	19	312	289	490	Prinz Fried'h Wilhelm	"	28	65	61	228
"	20	..	166	153	Neckar					
"	29	48	253	753	Barbarossa	Nov.	4	11	21	122
Nov.	3	76	524	1000	Grosser Kurfuerst	"	11	11	66	160
"	11	397	449	1229	George Washington	"	16	187	90	476
"	12	..	134	937	Cassel					
"	17	..	227	634	Main					
"	25	..	35	839	Hannover					
"	26	172	300	1437	Prinz Fried'h Wilhelm	"	30	127	117	479
Dec.	3	..	217	889	Rhein	Dec.	9	..	70	133
"	10	..	307	2036	Neckar	"	18	..	28	568
"	17	..	70	206	Breslau					
"	19	..	87	1433	Zieten	"	23	..	7	235
"	22	..	100	1190	Roon					
"	28	..	88	1214	Main					
					Prinzess Irene	"	30	16	27	289
66	Trips	5190	14148	67656	Totals	53	Trips	4966	5360	14337

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Table XLIV.

2517

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Barbarossa	Jan. 4	82	17	110
				Koenigin Luise	" 16	127	70	162
				Koenig Albert	" 30	162	28	162

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					Neckar	Feb. 6	..	15	40
					Grosser Kurfuerst	" 11	167	..	..
	Feb. 8	62	203	1162	Barbarossa	" 13	45	32	80
	" 19	53	199	992	Koenigin Luise	" 27	98	31	67
	" 27	30	217	1169	Prinzess Irene	Mar. 6	136	30	68
	Mar. 4	24	195	1430	Koenig Albert	" 13	133	33	152
	" 12	..	221	1699	Neckar	" 20	..	25	64
	" 20	59	276	1256	Barbarossa	" 27	103	50	80
	Apr. 2	62	250	1429	Koenigin Luise	Apr. 10	146	44	62
	" 9	73	217	1457	Prinzess Irene	" 17	162	65	108
	" 15	80	190	1470	Koenig Albert	" 24	168	88	114
	" 21	..	268	2020	Neckar	May 1	..	147	97
2519	" 24	85	230	..	Grosser Kurfuerst				
	" 30	91	255	1294	Barbarossa	" 8	107	57	111
					Berlin	" 15	223	124	78
	May 13	138	187	1403	Koenigin Luise	" 22	171	102	141
	" 27	106	166	1347	Prinzess Irene	June 5	161	121	129
	June 4	..	165	1030	Neckar				
	" 9	69	141	814	Koenig Albert	" 19	189	108	180
	" 18	34	82	283	Barbarossa				
	" 22	83	160	882	Berlin	" 26	248	207	93
	July 1	44	71	335	Koenigin Luise	July 10	147	165	222
	" 8	49	134	707	Prinzess Irene	" 17	100	86	150
	Aug. 3	84	230	1242	Berlin	Aug. 14	38	111	215
	" 18	115	127	443	Prinzess Irene	" 28	52	54	262
2520	Sept. 2	174	164	622	Koenig Albert	Sept. 11	54	46	192
	" 14	241	275	742	Berlin	" 25	140	75	239
	" 30	174	226	895	Prinzess Irene	Oct. 9	115	71	390
	Oct. 14	156	154	534	Koenig Albert	" 23	69	38	259
	" 27	214	270	829	Berlin	Nov. 6	144	76	269
	Nov. 11	134	187	806	Prinzess Irene	" 20	74	31	458
	" 25	94	112	547	Koenig Albert	Dec. 1	93	47	640
	Dec. 8	153	219	1093	Berlin	" 11	189	44	749
	" 24	55	132	497	Prinzess Irene				
	31 Trips	2736	5923	30429	Totals	33 Trips	3843	2238	6143

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Table XLV.

NORTH GERMAN LLOYD.

Baltimore—Bremen.

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III	
Jan. 6	19	527	Rhein	Jan. 9	9	54	
" 15	18	883	Main	" 20	10	39	
" 29	43	463	Breslau	Feb. 1	10	51	
Feb. 5	21	339	Hannover				2522
" 14	27	1113	Rhein	" 17	12	83	
Mar. 1	32	565	Main	Mar. 3	17	95	
" 5	44	1097	Cassel				
" 13	65	1371	Breslau	" 17	26	116	
" 27	115	1094	Rhein	" 31	31	44	
Apr. 2	15	979	Koeln				
" 12	74	1205	Hannover	Apr. 15	57	80	
" 22	77	489	Frankfurt				
" 25	..	50	Breslau	May 1	54	45	
May 6	119	649	Rhein	" 10	165	79	
" 19	145	903	Main	" 24	2	60	
June 5	35	910	Koeln				
			Neckar	June 9	171	62	2523
" 10	135	804	Rhein	" 16	233	61	
" 17	35	266	Breslau	" 23	109	26	
" 24	60	534	Hannover				
" 29	62	529	Main	July 7	215	76	
July 15	73	561	Frankfurt				
" 21	133	444	Cassel	" 28	82	74	
Aug. 4	52	420	Breslau				
" 10	109	451	Main	Aug. 18	63	88	
" 26	85	533	Chemnitz	Sept. 1	21	55	
Sept. 8	49	508	Cassel				
" 15	332	478	Rhein	" 22	51	70	

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"	22	84	393	Main	Oct. 6	34	53
Oct.	6	69	667	Breslau			
"	21	116	715	Neckar	" 28	23	43
Nov.	5	111	887	Chemnitz	Nov. 10	1	29
"	20	102	1115	Main	" 27	20	32
"	28	13	278	Hannover	Dec. 4	..	19
Dec.	2	73	827	Brandenburg	" 8	22	35
"	19	61	1113	Breslau	" 24	2	22
"	30	40	770	Main			
36 Trips		2643	24930	Totals	26 Trips	1440	1491

2525 Table XLVI.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III
Feb. 13	31	320	Hannover	Feb. 20	18	77
Mar. 13	33	218	Cassel	Mar. 22	57	68
Apr. 11	41	415	Koeln	Apr. 19	62	93
May 2	19	268	Frankfurt	May 10	84	65
2526 " 27	43	324	Wittekind	" 31	96	90
June 13	40	274	Koeln	June 24	42	73
July 3	55	235	Hannover	July 12	18	63
" 24	40	225	Frankfurt	Aug. 2	7	44
Aug. 14	57	242	Breslau	" 28	11	48
Sept. 17	107	376	Cassel	Oct. 4	21	66
Oct. 14	102	283	Breslau	" 27	17	45
			Norderney	Nov. 20	..	30
Nov. 20	95	439	Cassel	" 27	19	58
			Heidelberg	" 30	..	10
Dec. 16	51	266	Koeln	Dec. 24	3	38
13 Trips	714	3885	Totals	15 Trips	455	868

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Table XLVII.

NORTH-WEST TRANSPORT LINE.

HALIFAX, NEW YORK—ROTTERDAM, HAMBURG.

N. Y. Arrival	Westbound II	Westbound III	II	III	Steamer	N. Y. Departure	Eastbound II	Eastbound III
	Halifax		New York					
Feb. 21	..	101	..	180	Volturno*	Feb. 27	2	13
Mar. 20	5	181	3	364	Raglan Castle*	Mar. 27	1	35
Apr. 4	6	237	4	509	Volturno*	Apr. 10	..	42
" 18	12	240	10	212	Uranium*	" 24	4	95
May 8	3	141	3	108	Raglan Castle*	May 12	3	128
" 16	19	232	5	154	Volturno*	" 25	3	72
June 2	..	128	2	308	Uranium*	June 9	2	147
" 23	4	151	3	307	Raglan Castle*	" 26	11	145
July 4	5	66	1	253	Volturno*	July 12	18	265
" 17	9	98	4	293	Uranium*	" 24	35	180
Aug. 2	13	91	4	293	Raglan Castle*	Aug. 11	10	224
" 14	2	72	6	177	Volturno*	" 21	8	165
Sept. 3	..	126	24	188	Uranium*	Sept. 11	8	240
" 17	14	145	10	141	Napolitan Prince*	" 25	4	180
Oct. 3	8	93	20	137	Volturno*	Oct. 9	5	190
" 18	8	101	12	137	Uranium*	" 23	13	170
" 30	8	118	7	184	Napolitan Prince*	Nov. 6	..	200
Nov. 12	3	160	9	453	Volturno*	" 20	12	230
" 26	17	266	21	519	Uranium*	Dec. 4	17	330
Dec. 11	2	268	16	527	Napolitan Prince*	" 18	16	190
" 20	2	99	12	312	Sicilian Prince*	" 25	..	100
" 28	4	202	12	433	Volturno*			
22 Trips	144	3316	188	6189	Totals	21 Trips	172	3341
			144	3316				
			332	9505	Grand Totals			

*Eastbound—not official figures

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Table XLVIII.

RED STAR LINE.

New York—Antwerp.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Zeeland	Jan. 6	26	45	121
Jan. 7	..	..	268	Samland	" 13	..	..	56
" 13	7	112	562	Finland	" 20	15	53	133
2531 " 19	20	105	719	Vaderland	" 27	8	39	279
" 27	13	151	1191	Kroonland	Feb. 3	26	41	149
Feb. 3	5	209	1052	Zeeland	" 10	10	58	233
" 10	..	..	1026	Samland	" 17	..	..	102
" 18	..	..	1229	Gothland	" 24	..	..	149
" 24	15	251	1303	Vaderland	Mar. 3	9	46	418
Mar. 2	16	281	1337	Kroonland	" 6	17	28	189
" 8	17	255	1341	Zeeland	" 13	37	69	324
" 17	..	..	1372	Samland	" 21	..	..	118
" 24	..	..	1504	Gothland	" 28	..	..	156
" 30	32	269	1400	Vaderland	Apr. 3	26	65	237
Apr. 7	15	255	1047	Zeeland	" 10	45	40	121
" 13	14	241	660	Kroonland	" 17	33	87	285
" 19	26	142	364	Lapland	" 24	229	135	326
2532 " 27	7	257	444	Vaderland	May 1	56	134	285
May 4	23	257	995	Zeeland	" 8	29	105	322
" 11	26	253	1077	Kroonland	" 15	98	181	345
" 16	54	260	1235	Lapland	" 22	243	160	392
" 24	15	271	1223	Vaderland	" 29	97	145	271
June 1	14	277	1095	Zeeland	June 5	120	130	306
" 8	26	217	892	Kroonland	" 12	163	196	228
" 13	58	223	700	Lapland	" 19	319	313	479
" 20	27	276	1067	Vaderland	" 26	209	180	829
July 5	49	261	907	Kroonland	July 10	186	194	753
" 11	108	239	916	Lapland	" 17	314	142	401

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"	19	35	256	898	Vaderland	"	24	125	126	745	
"	26	48	258	800	Zeeland	"	31	118	107	291	
Aug.	2	59	252	736	Kroonland	Aug.	7	76	51	318	
"	8	219	361	724	Lapland	"	14	141	71	342	
"	16	70	260	716	Vaderland	"	21	26	60	298	
"	23	106	213	726	Zeeland	"	28	18	73	268	
"	30	229	199	760	Kroonland	Sept.	4	21	47	305	
Sept.	5	333	357	932	Lapland	"	11	36	55	686	
"	13	207	217	901	Vaderland	"	18	24	50	272	
"	20	197	213	769	Zeeland	"	25	9	29	496	
"	27	229	197	789	Kroonland	Oct.	2	18	71	174	
Oct.	3	304	414	715	Lapland	"	9	86	50	221	
"	12	107	238	752	Vaderland	"	16	33	53	111	2534
"	19	27	271	707	Zeeland	"	23	16	52	557	
"	27	52	271	943	Kroonland	Nov.	3	18	30	109	
Nov.	1	128	439	1364	Lapland	"	10	51	33	122	
"	8	11	271	1285	Finland	"	17	18	41	92	
"	17	30	271	1259	Zeeland	"	24	8	45	89	
"	23	20	278	1262	Vaderland	Dec.	1	7	39	230	
"	29	35	261	1178	Kroonland	"	8	13	73	267	
Dec.	6	64	227	1147	Lapland	"	14	81	69	153	
"	14	16	220	1015	Finland	"	22	13	31	77	
"	20	13	233	1024	Zeeland	"	29	14	24	97	
"	27	..	199	662	Vaderland						
51 Trips		3126	11438	48992	Totals	51 Trips		3285	3866	14327	2535

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Table XLIX.

RED STAR LINE.

PHILADELPHIA—ANTWERP—BOSTON.

	Boston Arrival	Westbound II	Steamer	Phila. Departure	Eastbound II
			Manitou	Jan. 8	5
	Jan. 11	8	Menominee	" 22	9
	" 27	8	Marquette	Feb. 5	7
2537	Feb. 10	25	Manitou	" 19	6
	" 23	31	Menominee	Mar. 5	6
	Mar. 9	35	Marquette	" 19	12
	" 24	57	Manitou	Apr. 2	24
	Apr. 7	38	Menominee	" 16	40
	" 20	29	Marquette	" 30	76
	May 5	33	Manitou	May 14	24
	" 17	80	Menominee	" 28	121
	June 1	55	Marquette	June 11	117
	" 15	53	Manitou	" 25	108
	" 28	40	Menominee	July 9	95
	July 12	71	Marquette	" 23	111
	Aug. 9	98	Manitou	Aug. 20	71
2538	" 23	121	Menominee	Sept. 3	23
	Sept. 5	109	Marquette	" 15	25
	" 20	110	Manitou	Oct. 1	7
	Oct. 4	70	Menominee	" 15	11
	" 20	38	Marquette	" 29	11
	Nov. 3	102	Manitou	Nov. 12	6
	" 15	67	Menominee	" 26	7
	" 29	28	Marquette	Dec. 10	6
	Dec. 15	32	Manitou	" 24	1
	" 27	21	Menominee		
	25 Trips	1359	Totals	25 Trips	929

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Table L.

RUSSIAN-AMERICAN LINE.

NEW YORK—ROTTERDAM, LIBAU.

N. Y. Arrival	Westbound II	III	Steamer	N. Y. Departure	Eastbound II	III	
Jan. 12	12	244	Estonia	Jan. 18	1	63	
Feb. 16	11	441	Korea	Feb. 25	1	59	
" 26	5	642	Estonia	Mar. 16	2	40	
Mar. 19	18	913	Lituania	" 23	1	10	2540
Apr 8	16	1032	Russia	Apr. 17	9	171	
May 5	3	494	Lituania	May 11	18	66	
" 21	6	623	Estonia	" 24	6	343	
" 30	26	1030	Russia	June 5	59	605	
June 18	17	855	Lituania	" 23	7	551	
July 3	17	710	Estonia	July 7	11	322	
" 15	40	919	Russia	" 21	40	465	
" 31	21	653	Lituania	Aug. 4	3	247	
Aug. 17	33	614	Birma	" 21	5	557	
" 30	72	858	Russia	Sept. 4	15	340	
Sept. 14	49	668	Estonia	" 18	20	68	
" 27	38	633	Birma	Oct. 2	6	63	
Nov. 1	114	992	Russia	Nov. 9	13	78	2541
" 16	65	561	Estonia	" 20	6	253	
" 29	69	413	Lituania	Dec. 4	6	280	
Dec. 15	69	487	Birma				
" 26	64	449	Russia				
21 Trips	765	14231	Totals	19 Trips	229	4581	

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Table LI.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				United States	Jan. 2	..	29	130
Jan. 29	..	89	217	C. F. Tietgen	Feb. 4	..	26	154
Feb. 10	..	101	333	Hellig Olav	" 18	..	42	97
" 25	37	75	363	Oscar II	Mar. 4	7	21	128
2543								
Mar. 9	8	102	517	United States	" 18	13	24	171
" 24	17	116	1121	Hellig Olav	Apr. 1	16	46	213
Apr. 8	10	119	869	Oscar II	" 15	15	47	240
" 20	16	123	913	United States	" 29	61	107	452
" 28	4	84	652	C. F. Tietgen	May 6	33	78	245
May 5	17	124	1037	Hellig Olav	" 13	56	127	510
" 18	33	124	860	Oscar II	" 27	86	113	821
June 1	10	125	676	United States	June 10	108	101	1007
" 9	13	63	225	C. F. Tietgen	" 17	120	116	284
" 15	15	96	434	Hellig Olav	" 24	110	105	385
" 28	6	106	535	Oscar II	July 3	107	108	531
July 13	24	100	436	United States	" 22	74	140	427
" 27	42	119	478	Hellig Olav	Aug. 5	47	63	324
2544								
Aug. 9	94	102	437	Oscar II	" 19	30	50	257
" 24	73	111	554	United States	Sept. 2	12	37	206
" 31	90	180	336	C. F. Tietgen	" 9	12	22	103
Sept. 7	112	103	835	Hellig Olav	" 16	16	39	200
" 21	110	98	832	Oscar II	" 30	4	52	258
Oct. 5	115	100	935	United States	Oct. 14	11	43	184
" 13	92	174	473	C. F. Tietgen	" 21	2	23	101
" 20	85	124	657	Hellig Olav	" 28	5	43	202
Nov. 2	48	124	558	Oscar II	Nov. 11	17	42	266
" 16	36	132	470	United States	" 25	18	61	423
" 24	9	125	175	C. F. Tietgen	Dec. 2	12	40	336
" 30	14	80	377	Hellig Olav	" 9	28	99	980
Dec. 22	17	119	409	Oscar II				
29 Trips	1147	3238	16714	Totals	29 Trips	1020	1844	9635

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Table LII

SICULA AMERICANA.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III Ital.	Eastbound III Cont.	Eastbound Total
Jan. 25	24	682	San Giovanni	Jan. 28	6	148	8	156
Feb. 7	7	936	San Giorgio	Feb. 13	3	66	2	68
Mar. 4	25	1418	San Giovanni	Mar. 9	9	64	5	69
" 20	25	1551	San Giorgio	" 23	..	51	..	51
Apr. 14	44	1825	San Giovanni					
" 30	11	1640	San Giorgio	May 5	5	116	..	116
May 25	32	1528	San Giovanni	" 29	16	62	..	62
June 9	12	696	San Giorgio	June 15	6	157	..	157
July 12	20	820	San Giovanni	July 15	3	265	..	265
Aug. 7	18	563	San Giorgio	Aug. 21	18	303	..	303
Sept. 10	17	724	San Giovanni	Sept. 16	7	230	..	230
Oct. 9	16	900	San Giorgio	Oct. 15	..	148	..	148
" 23	7	357	San Giovanni	" 27	2	269	..	269
Nov. 20	6	601	San Giorgio	Nov. 27	5	500	..	500
Dec. 2	2	335	San Giovanni	Dec. 7	..	204	..	204
15 Trips	266	14576	Totals	14 Trips	80	2583	15	2598

SICULA AMERICANA.

BOSTON—MEDITERRANEAN.

Steamer	Boston Departure	I	III
San Giovanni	Dec. 8	1	395

Table LIII.

THOMSON LINE.

MONTREAL—MEDITERRANEAN.

Steamer	Montreal Departure	Eastbound I	Eastbound III
Tortona	Nov. 20	4	324
Totals	1 Trip	4	324

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Table LIV.

WHITE STAR LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 2	54	98	137	Cedric				
" 10	65	93	92	Celtic	Jan. 16	142	121	136
" 25	88	172	229	Baltic	" 30	117	98	166
Feb. 1	36	159	98	Arabic				
" 7	77	120	159	Celtic	Feb. 13	55	71	71
2549 " 20	77	252	371	Baltic	" 27	99	94	105
Mar. 7	66	209	356	Celtic	Mar. 13	77	68	93
" 21	84	238	514	Baltic	" 27	134	118	115
				Cedric	Apr. 3	110	102	93
Apr. 4	94	169	705	Celtic	" 10	65	94	57
" 18	311	268	785	Baltic	" 24	290	227	159
" 25	122	270	301	Arabic	May 1	98	148	117
May 2	141	204	743	Celtic	" 8	138	154	150
" 9	113	176	316	Cedric	" 15	215	185	231
" 16	139	209	488	Baltic	" 22	282	229	264
" 23	46	195	150	Arabic	" 29	183	266	174
" 30	135	154	428	Celtic	June 5	226	285	281
June 6	111	111	295	Cedric	" 12	294	267	337
2550 " 12	169	223	343	Baltic	" 19	402	362	353
" 20	49	214	95	Arabic	" 26	258	277	207
" 27	92	202	316	Celtic	July 3	319	391	483
July 3	103	126	293	Cedric	" 10	299	260	397
" 10	184	189	316	Baltic	" 17	386	329	447
" 19	101	175	209	Arabic	" 24	177	164	200
" 25	136	220	282	Celtic	" 31	149	176	300
Aug. 1	187	254	183	Cedric	Aug. 7	134	135	265
" 8	349	378	326	Baltic	" 14	76	123	237
" 16	150	277	253	Arabic	" 21	79	115	160
" 22	234	399	321	Celtic	" 28	57	72	219
" 29	308	413	447	Cedric	Sept. 4	84	111	166
Sept. 5	421	415	714	Baltic	" 11	61	58	233

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"	12	282	266	493	Arabic	"	18	61	93	197
"	19	319	398	673	Celtic	"	25	83	81	168
"	26	337	398	717	Cedric	Oct.	2	71	90	207
Oct.	3	399	412	1012	Baltic	"	9	94	92	298
"	11	176	269	529	Arabic	"	16	64	88	199
"	18	181	379	664	Celtic	"	23	87	78	269
"	25	190	408	481	Cedric	"	30	85	93	265
"	31	196	368	621	Baltic	Nov.	6	86	141	356
Nov.	8	76	283	385	Arabic	"	13	47	88	200
"	14	116	166	560	Celtic	"	20	90	99	472
"	21	75	176	298	Cedric					
"	28	95	210	420	Baltic	Dec.	4	108	178	1016
Dec.	6	29	192	263	Arabic	"	11	32	191	577
"	12	94	172	388	Celtic	"	18	45	122	359
"	26	38	156	214	Laurentic					
45	Trips	6845	10835	17983	Totals	42	Trips	5959	6534	10799

Table LV.

WHITE STAR LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit. Etc.	III Ital. Grks.	Totl
Jan. 7	123	75	67	Oceanic	Jan. 13	168	45	203	27	230
" 14	39	84	281	Teutonic	" 20	57	53	196	18	214
" 29	157	111	334	Adriatic	Feb. 3	235	66	146	40	186
Feb. 5	31	83	128	Majestic	" 10	48	53	127	98	225
" 11	45	89	257	Oceanic	" 17	58	45	196	36	232
" 18	33	86	164	Teutonic	" 24	20	29	71	7	78
" 26	135	141	514	Adriatic	Mar. 3	213	35	199	42	241
Mar. 4	56	130	259	Majestic	" 10	30	52	135	28	163
" 10	79	97	514	Oceanic	" 17	90	44	337	62	399
" 18	26	174	450	Teutonic	" 24	23	57	157	17	174
" 26	92	122	1138	Adriatic	" 31	258	62	168	46	214

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Apr. 1	33	154	574	Majestic	Apr. 7	44	53	97	40	137
" 7	91	78	723	Oceanic	" 14	185	74	137	24	161
" 15	52	194	579	Teutonic	" 21	43	51	135	28	163
" 22	179	153	752	Adriatic	" 28	354	184	214	48	262
" 29	36	192	607	Majestic	May 5	65	71	135	28	163
May 5	95	72	539	Oceanic	" 12	145	91	201	22	223
" 13	37	130	466	Teutonic	" 19	81	100	177	34	211
" 20	184	108	579	Adriatic	" 26	369	207	400	37	437
" 27	63	120	610	Majestic	June 2	80	123	195	9	204
June 2	117	75	348	Oceanic	" 9	244	130	579	20	599
" 9	46	120	327	Teutonic	" 16	99	97	141	19	160
" 17	224	112	352	Adriatic	" 23	412	213	238	40	278
" 23	60	134	291	Majestic	" 30	195	175	175	30	205
" 30	189	277	1016	Oceanic	July 7	272	154	243	26	269
July 8	49	85	223	Teutonic	" 14	98	141	155	34	189
" 15	256	132	219	Adriatic	" 21	350	140	192	79	271
" 21	118	182	180	Majestic	" 28	76	86	180	26	206
" 28	131	168	297	Oceanic	Aug. 4	133	97	198	41	239
Aug. 5	90	188	153	Teutonic	" 11	38	53	70	28	98
" 12	282	299	304	Adriatic	" 18	157	99	240	55	295
" 18	107	238	197	Majestic	" 25	26	48	142	62	204
" 25	280	255	299	Oceanic	Sept. 1	61	57	174	35	209
Sept. 1	261	184	322	Teutonic	" 8	16	58	127	62	189
" 9	420	480	504	Adriatic	" 15	114	54	202	67	269
" 15	274	216	331	Majestic	" 22	35	36	176	50	226
" 22	399	254	588	Oceanic	" 29	93	43	267	43	310
" 29	229	187	471	Teutonic	Oct. 6	25	36	279	32	311
Oct. 7	421	482	685	Adriatic	" 13	100	101	271	56	327
" 14	77	333	357	Majestic	" 20	30	49	190	63	253
" 20	106	223	440	Oceanic	" 27	39	31	249	39	288
" 28	56	246	238	Teutonic	Nov. 3	29	33	313	28	341
Nov. 4	316	170	395	Adriatic	" 10	160	62	331	142	473
" 10	48	132	515	Majestic	" 17	22	57	278	81	359
" 17	119	80	284	Oceanic	" 24	98	78	508	93	601
" 25	35	120	150	Teutonic	Dec. 1	27	53	386	88	474
Dec. 3	199	128	445	Adriatic	" 8	159	157	1236	168	1404
" 9	54	116	124	Majestic	" 15	43	140	467	89	556
" 15	143	121	280	Oceanic	" 22	42	58	338	48	386
" 23	43	116	245	Teutonic	" 29	22	21	172	36	208
50 Trips	6735	8246	20115	Totals	50 Trips	5781	4052	12143	2371	14514

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Table LVI

WHITE STAR LINE

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III Ital.	III Az.	Total	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Az.	Tot.
						Cedric	Jan. 9	405	..	267	16	283
Jan. '14	51	110	1669	..	1669	Republic						
Feb. 16	61	353	1591	..	1591	Cedric	Feb. 20	344	..	146	9	155
Mar. 18	5	262	1353	..	1353	Finland	Mar. 23	74	11	75	4	79
" 26	204	407	1806	6	1812	Cedric						
" 29	27	216	1442	218	1660	Cretic	Apr. 3	211	..	134	40	174
Apr. 23	63	200	1163	215	1378	Finland	" 29	264	..	124	93	217
May 10	84	218	1333	193	1526	Cretic	May 15	163	40	132	24	156
June 2	24	142	1133	63	1196	Finland	June 5	254	51	87	32	119
" 21	49	118	1205	..	1205	Cretic	" 26	305	..	75	28	103
Sept. 17	220	..	965	250	1215	Cretic	Sept. 23	47	24	149	61	210
Nov. 1	142	139	599	7	606	Cretic	Nov. 6	86	4	267	23	290
						Cedric	" 25	231	45	691	40	731
Dec. 30	54	74	695	..	695	Cedric						
12 Trips	984	2239	14954	952	15906	Totals	11 Trips	2384	175	2147	370	2517

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Table LVII

WHITE STAR LINE.

Boston—Mediterranean.

	Boston Arrival	Westbound I	II	III Ital.	III Az.	Total	Steamer	Boston Departure	Eastbound I	II	III Ital.	III Az.	Tot.
							Canopic	Jan. 2	83	16	189	101	290
	Jan. 22	24	117	701	81	782	Romanic	" 30	147	33	207	72	279
2561	Feb. 9	31	121	1115	164	1279	Canopic	Feb. 13	130	5	94	44	138
	" 24	16	151	930	89	1019	Cretic	" 27	83	26	104	34	138
	Mar. 8	25	153	1078	230	1308	Romanic	Mar. 13	87	60	98	84	182
	" 23	33	199	1064	281	1345	Canopic	" 27	208	..	100	137	237
	Apr. 12	58	123	1205	111	1316	Romanic	Apr. 17	213	..	155	159	314
	May 4	109	243	990	230	1220	Canopic	May 8	134	51	163	126	289
	" 17	66	209	1090	154	1244	Romanic	" 22	179	..	219	106	325
	June 7	55	187	1115	194	1309	Canopic	June 12	352	..	219	103	322
	" 28	37	182	1078	267	1345	Romanic	July 3	351	..	297	78	375
	July 31	66	200	1500	244	1744	Cretic	Aug. 4	80	64	470	480	950
	Sept. 9	185	179	902	215	1117	Romanic	Sept. 15	73	43	486	320	806
	" 27	155	130	852	260	1112	Canopic	Oct. 2	80	41	243	197	440
	Oct. 19	109	193	849	299	1148	Romanic	" 23	97	42	322	393	715
2562	Nov. 8	83	154	887	275	1162	Canopic	Nov. 13	49	35	450	183	633
	" 26	40	86	740	130	870	Romanic	Dec. 1	70	39	806	134	940
	16 Trips	1092	2627	16096	3224	19320	Totals	17 Trips	2416	454	4622	2751	7373

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Table LVIII.

WHITE STAR LINE.

Boston—Liverpool.

Boston Arrival	Westbound I	III	Steamer	Boston Departure	Eastbound I	III
Jan. 8	36	226	Cymric	Jan. 13	24	130
Feb. 9	18	358	Cymric	Feb. 17	17	85
Mar. 16	26	364	Cymric	Mar. 24	48	81
Apr. 26	30	903	Cymric	May 1	51	134
May 24	59	689	Cymric	" 29	134	184
June 21	70	450	Cymric	June 26	212	190
July 23	66	275	Cymric	July 28	70	259
Aug. 20	127	339	Cymric	Aug. 25	36	241
Sept. 17	207	681	Cymric	Sept. 22	13	163
Oct. 16	90	636	Cymric	Oct. 20	22	165
Nov. 12	46	578	Cymric	Nov. 27	7	202
11 Trips	775	5499	Totals	11 Trips	634	1834

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Table LIX.

MISCELLANEOUS TABLE.

2565

New York—Mediterranean.

Steamer	N. Y. Departure	Eastbound I
Arabic (Clark's Oriental cruise)	Feb. 4	691
Cleveland (Clark's around the world cruise)	Oct. 16	644
Totals	2 Trips	1335

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For Private Circulation Only

1910.

No. 12.

Report of The

TRANS-ATLANTIC PASSENGER MOVEMENT

2567

CALENDAR YEAR 1910.

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

New York, March 11, 1911.

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Table I.

Totals by Lines and Ports, also 1909 Grand Totals.

Westbound				NEW YORK.	Eastbound			
I	II	III	Trips		Trips	I	II	III
3859	7701	14313	44	American (Southampton)	46	2968	2997	12252
2691	15642	18429	49	Anchor (Glasgow)	50	2441	5579	8595
154	....	11264	19	" (Medit.)	19	66	....	3347*
3588	....	....	44	Atlantic Transport (London)	45	3257	....	....
819	3260	30030	36	Austro-Amer. (Medit.-Adriat.)	31	775	938	9504
303	247	1514	12	Co. Transatlantica (Spain-Med.)	12	138	80	895
2579 15657	17940	52413	65	Cunard (Liverpool)	62	13666	12039	21994
967	3574	41930	26	" (Medit.-Adriatic)	25	3321	645	10724
720	317	22015	38	Fabre (Medit.)	33	670	77	10508*
4122	16275	50934	109	French (Havre)	97	4292	7129	25140
1119	378	11439	13	Greek (Medit.)	13	280	327	4087
1143	829	1020	4	Hamburg Exp. (Hamburg)	4	793	633	1252
11348	23798	96250	82	" Reg. (Hamburg)	71	10557	11415	27662
1140	1796	16469	17	" (Medit.) (")	17	2066	848	5718*
5322	14043	35814	45	Holland (Rotterdam)	45	5093	4488	11365
758	304	10990	17	Italia (Medit.)	17	510	111	3779
2317	....	20520	21	La Veloce (Medit.)	21	1067	....	6339*
482	28	14721	20	Lloyd Italiano (Medit.)	20	225	1	6933*
1498	89	15064	19	Lloyd Sabaudo (Medit.)	18	627	207	6082*
10	800	7513	8	National Greek (Medit.)	8	171	423	2919
2580 695	874	23159	24	Navigazione (Medit.)	30	832	859	11204*
9746	8852	21106	37	N. Ger. Lloyd, Exp. (Bremen)	38	8561	5198	15522
6538	14437	57889	64	" Reg. (Hamburg)	51	5647	5936	22194
3542	6192	32522	37	" (Medit.)	38	4371	3023	12119*
4014	13027	50351	53	Red Star (Antwerp)	52	4458	4911	18779
....	2361	18669	24	Russian-American (Libau, etc.)	25	....	714	6316
1115	3765	16218	29	Scandinavian-Am. (Scand.)	30	1149	2003	9397
151	....	10594	14	Sicula-Americana (Medit.)	14	24	....	4608*
46	596	11932	28	Uranium (N. W. T.) (Rot'dam)	28	44	231	10016
7285	12797	21986	44	White Star (Liverpool)	45	6766	7995	15859
7580	9188	17364	44	" " (Southampton)	43	6345	4334	11335*
803	1563	11218	8	" " (Medit.)	9	2428	94	2092*
....	....	....	..	Miscellaneous (Medit.)	1	559	....	....
99532	180673	765650	1094	Totals	1058	94167	83235	317536*

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CANADIAN PORTS.

3448	14273	35679	51	Allan (Liverpool)	49	2168	4001	8419	
791	7278	12290	32	" (Glasgow)	31	372	1958	1451	
....	2956	5798	32	" (London, Havre)	33	....	1078	692	
482	940	3640	23	" (Liverpool-Halifax)	22	343	134	258	
40	1187	2983	12	" (G'gow-H'fax-Bost.)	..	....	....	....	
....	....	4911	11	Canada (Rotterdam)	11	....	....	603	
1474	2083	6307	16	Canadian Northern (Bristol)	16	917	1326	2822	
4043	12914	34852	47	C. P. R. (Liverpool)	46	3136	6406	12622	
....	146	16428	40	" (Antwerp, London)	20	....	75	178	
....	71	9	10	" (Bristol)	4	....	6	1	
2498	11730	22555	40	Dominion & W. S.-Dom'n (L'pool)	40	1901	4869	3971	2582
....	4244	5796	39	Donaldson (Glasgow)	37	....	1231	504	
....	....	1203	3	Hamburg (Hamburg)	..	....	....	....	
....	....	312	1	N. Ger. Lloyd (Bremen)	..	....	....	....	
17	....	699	2	Thomson (Medit.)	..	....	....	....	
239	19	2906	14	" (London)	12	....	82	2745	
1	162	7710	28	Uranium (N. W. T.) Rot'dam	..	....	....	....	
13033	58003	164078	401	Totals	321	8837	21166	34266	

BOSTON.

3	3280	3715	25	Allan (Glasgow)	25	33	819	936	
....	....	....	..	Austro-Amer. (Medit-Adr't.)	2	....	10	643	2583
1688	5427	18300	17	Cunard (Liverpool)	17	1262	2525	4999	
....	....	....	..	Fabre (Medit.)	1	1	21	1033*	
732	59	....	21	Leyland (Liverpool)	17	687	84	....	
....	....	....	..	Lloyd Sabaudo (Medit.)	2	29	18	1021*	
2	334	6003	9	Navigazione (Medit.)	6	....	82	2318*	
....	1441	....	24	Red Star (Antwerp)	..	....	....	....	
1732	2270	11282	20	White Star (Liverpool)	20	1294	800	3672	
1316	2127	14986	15	" " (Medit.)	15	2647	619	5674	
5473	14938	54286	131	Totals	105	5953	4978	20296*	

* Including consular passengers.

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Table 1—Concluded. Totals by Lines and Ports, also 1909 Grand Totals.

Westbound I	II	III	Trips		Eastbound Trips	I	II	III
				PHILDELPHIA.				
....	4356	18108	30	American (Liverpool)	31	....	2650	3525
....	....	....	..	Austro-Amer. (Medit.—Adriat.)	2	....	1	310
....	109	1415	3	Hamburg (Hamburg)	2	....	21	141
340	70	10104	17	Italia (Medit.)	17	152	12	3268*
12	....	95	1	Le Veloce (Medit.)	1	10	....	213
....	....	....	..	Navigazione (Medit.)	2	....	20	20
....	1079	16771	21	N. Ger. Lloyd (Bremen)	..	....	....	....
2585	....	....	..	Red Star (Antwerp)	23	....	871	1
352	5614	46493	72	Totals	78	162	3575	7478*

* Including consular passengers.

				BALTIMORE.				
....	3197	32005	32	N. Ger. Lloyd (Bremen)	39	....	1887	1971
				NEWPORT NEWS.				
42	2	111	7	"Norway Mexico Gulf" (Scand.)	.	....	....	....
				NEW ORLEANS.				
2586 24	18	123	10	French (Havre)	11	61	....	238
396	....	....	23	Leyland (L'p'l-L'n-Havre, etc.)	19	171	....	....
128	....	964	3	Navigazone (Medit.)	3	87	....	640
548	18	1087	36	Totals	33	319	....	878
				GALVESTON.				
....	859	4551	14	N. Ger. Lloyd (Bremen)	15	....	586	934
118980	263304	1068261	1787	Grand Totals, 1910	1649	109438	115427	383359
104508	216437	955660	1631	Grand Totals, 1909	1503	98412	99425	291083

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Table II.

Division by Groups of Lines.

Westbound I	Westbound II	Westbound III	Westbound Trips	British.	Eastbound Trips	Eastbound I	Eastbound II	Eastbound III	
3448	14273	35679	51	Allan (Mont.-Liverpool)	49	2168	4001	8419	
791	7278	12290	32	" (Mont.-Glasgow)	31	372	1958	1451	
....	1938	3406	32	" (Mont.-London)	32	....	438	382	
40	1187	2983	12	" (G'gow-H'fax-Bost.)	..	....	....	....	
3	3280	3715	25	" (Boston-Glasgow)	25	33	819	936	
482	940	3640	23	" (Liverpool-Halifax)	22	343	134	258	2588
3859	7701	14313	44	American (N. Y.-S'hampton)	46	2968	2997	10265	
....	4356	18108	30	" (Phil.-Liverpool)	31	....	2650	3525	
2691	15642	18429	49	Anchor (N. Y.-Glasgow)	50	2441	5579	8595	
3588	....	....	44	At. Transport (N. Y.-London)	45	3257	....	....	
1474	2083	6307	16	Can. N'th'n (Mont.-Bristol)	16	917	1326	2822	
4043	12914	34852	47	C. P. Ry. (Quebec-Liverpool)	46	3136	6406	12622	
....	....	....	..	" (Quebec-London)	20	....	75	178	
....	71	9	10	" (Quebec-Bristol)	4	....	6	1	
15657	17940	52413	65	Cunard (N. Y.-Liverpool)	62	13666	12039	21994	
1688	5427	18300	17	" (Boston-Liverpool)	17	1262	2525	4999	
2498	11730	22555	40	Dominion & W. S.-Dom'n (L'pool)	40	1901	4869	3971	
....	4244	5796	39	Donaldson (Mont.-Glasgow)	37	....	1231	504	
732	59	....	21	Leyland (Boston-Liverpool)	17	687	84	....	2589
396	....	....	23	" (N. O.-L'p'l-L'd'n, etc.)	19	171	....	....	
42	2	111	7	Norway Mex. G. (Scand.-News)	..	....	....	....	
1115	3765	16218	29	Scand.-Am. (N. Y.-Scand.)	30	1149	2003	9397	
239	19	2906	14	Thomson (Mont.-London)	12	....	82	2745	
7285	12797	21986	44	White Star (N. Y.-Liverpool)	45	6766	7995	15859	
7580	9188	17364	44	" " (N. Y.-S'hampton)	43	6345	4334	10407	
1732	2270	11282	20	" " (Bost.-Liverpool)	20	1294	800	3672	
59383	139104	322662	778	Totals	759	48876	62351	123002	

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CONTINENTAL.

....	1018	2392	30	Allan (Mont.-Havre)	31	....	640	310
†	†	13052	36	Austro-Amer. (N. Y.-Adriatic)	31	†	†	4321
....	....	....	..	" " (Bost.-Adriatic)	1	....	†	7
....	....	....	..	" " (Phil.-Adriatic)	2	....	†	61
....	....	4911	11	Canada (Mont.-Rotterdam)	11	....	....	603
....	146	16428	40	C. P. R. (Antwerp-Quebec)	..	....	....	....
†	†	41930	26	Cunard (N. Y.-Adriatic)	22	†	†	4777
4122	16275	50934	109	French (N. Y.-Havre)	97	4292	7129	11391
24	18	123	10	" (N. O.-Havre)	11	61	....	188
1143	829	1020	4	Hamburg Exp. (N. Y.-H'burg)	4	793	633	1252
2591 11348	23798	96250	82	" Reg. (" ")	71	10557	11415	27662
....	....	1203	3	" " (H'b'g-H'fax)	..	....	....	....
....	109	1415	3	" " (Phil.-H'burg)	2	....	21	141
5322	14043	35814	45	Holland (N. Y.-Rotterdam)	45	5093	4488	11365
9746	8852	21106	37	N. Ger. Lloyd, Exp. (N. Y.-B'm)	38	8561	5198	15522
6538	14437	57889	64	" " Reg. (N. Y.-B'm)	51	5617	5036	22194
....	3197	32005	32	" " (Balt.-Bremen)	39	....	1887	1971
....	859	4551	14	" " (Galv.-Bremen)	15	....	586	931
....	....	312	1	" " (Bremen-H'fax)	..	....	....	....
....	1079	16771	21	" " (Bremen-Phil.)	..	....	....	....
4014	13027	50351	53	Red Star (N. Y.-Antwerp)	52	4458	4911	18779
....	1441	....	24	" " (Phil-Ant'p-Bost.)	23	....	871	1
....	2361	18669	24	Russian-Am. (N. Y.-Libau, etc.)	25	....	711	6316
2592 47	758	19642	28	Uranium (N.W.T.) (N.Y.-R'dam)	28	44	231	10016
42304	102247	486768	697	Totals	599	39506	44660	137811

†Austro-Americana and Cunard Line, Medit-Adriatic, I and II Class not subdivided, totals shown under head "Mediterranean."

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Table II—Concluded.

Division by Groups of Lines.

(Continued from preceding page.)

Westbound I	Westbound II	Westbound III	Westbound Trips	Mediterranean.	Eastbound Trips	Eastbound I	Eastbound II	Eastbound III
....	....	....	..	American (N. Y.-Medit., v. C'b'g)	46	....	....	1987
154	....	11264	19	Anchor (N. Y.-Medit.)	19	66	....	3347*
819	3260	16940	36	†Austro-Am. (N. Y.-Medit.-Adr.)	31	775	938	5108
....	....	....	..	† " " (Bost.-Med.-Adr.)	2	....	10	510
....	....	....	..	† " " (Phil.-Med.-Adr.)	2	....	1	249
303	247	1296	12	Co. Trasatlantica (N. Y.-Med.)	12	138	80	87
967	3574	....	26	†Cunard (N. Y.-Med.-Adriat.)	25	3321	645	5947
720	317	20853	38	Fabre (N. Y.-Medit.)	33	670	77	10159*
....	....	....	..	" (Bost.-Medit.)	1	1	21	949*
....	....	....	..	French (N. Y.-Medit. via Havre)	78	....	....	13749
....	....	....	..	" (N. O.- " " ")	8	....	....	50
1119	378	11439	13	Greek (N. Y.-Medit.)	13	280	327	4087
1140	1796	16469	17	Hamburg (N. Y.-Medit.)	17	2066	848	5718*
340	70	10104	17	Italia (Phil.-Medit.)	17	152	12	3268*
758	304	10990	17	" (N. Y.-Medit.)	17	510	111	3779
2317	....	20520	21	La Veloce (N. Y.-Medit.)	21	1067	....	5339*
12	....	95	1	" " (Phil.-Medit.)	1	10	....	213*
482	28	14721	20	Lloyd Italiano (N. Y.-Medit.)	20	225	1	6933*
1498	89	14968	19	Lloyd Sabaudo (N. Y.-Medit.)	18	627	207	6005*
....	....	....	..	" " (Bost.-Medit.)	2	29	18	623*
10	800	7513	8	National Greek (N. Y.-Medit.)	8	171	423	2919
695	874	23159	24	Navigazione (N. Y.-Medit.)	30	832	859	11204*
2	334	6003	9	" (Bost.-Medit.)	6	....	82	2023*
128	....	964	3	" (N. O.-Medit.)	3	87	....	640
....	....	....	..	" (Phil.-Medit.)	2	....	20	20
3542	6192	32522	37	N. Ger. Lloyd (N. Y.-Medit.)	38	4371	3023	12119*
151	....	10594	14	Sicula Amer. (N. Y.-Medit.)	14	24	....	4608*
17	....	699	2	Thomson (Mont.-Medit.)	..	....	....	....
1316	2127	11862	15	White Star (Bost.-Medit.)	15	2647	619	4030*
803	1563	10169	8	" " (N. Y.-Medit.)	9	2428	94	1622
....	....	....	..	" " (N. Y.-Med. v. C'b'g)	41	....	....	928
....	....	....	..	Miscellaneous (N. Y.-Medit.)	1	559	....	....
17493	21053	253144	376	Totals	550	21056	8416	118220*

2594

2595

† Austro-American and Cunard Line, Medit.-Adriatic, I and II Class not subdivided, totals shown under head "Mediterranean."

*Including consular passengers.

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MISCELLANEOUS.

....	....	38	1	Austro-Am. (N. Y.-Azores)	3	....	....	75
....	....	....	..	" " (Bost.-Azores)	2	....	....	126
....	....	218	11	Co. Transatlantica (N. Y.-Spain)	12	....	....	808
....	....	1162	18	Fabre (N. Y.-Azores, Mars'les)	7	....	....	349
....	....	....	..	" (Bost.-Azores)	1	....	....	84
....	....	96	2	Lloyd Sabaudo (N. Y.-Azores)	1	....	....	77
....	....	....	..	" " (Bost.-Azores)	2	....	....	398
....	....	....	..	Navigazione (Bost.-Azores)	6	....	....	295
....	....	3124	15	White Star (Bost.-Azores)	15	....	....	1644
2597	....	1049	5	" " (N. Y.-Azores)	9	....	....	470
....	....	5687	52	Totals	58	....	....	4326

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Table III.

ALLAN LINE.

MONTR'AL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL
HALIFAX (WINTER)

Mont., Q'bec. St. John Halifax Arrival	Westbound I	II	III	Steamer	Mont., Q'bec. St. John Halifax Departure	Eastbound I	II	III	
Jan. 2	5	29	198	Grampian	Jan 8	19	64	194	2600
" 17	32	95	316	Tunisian	" 23	25	51	194	
" 29	24	89	417	Corsican	Feb. 5	24	43	120	
Feb. 13	19	148	631	Tunisian	" 19	39	59	152	
" 19	9	101	298	Grampian	" 26	..	10	39	
" 27	24	266	772	Corsican	Mar. 5	32	48	157	
Mar. 5	11	156	759	Hesperian	" 12	4	8	40	
" 11	47	455	917	Virginian	" 19	18	41	88	
" 19	41	324	954	Tunisian	" 25	5	30	77	
" 24	64	473	864	Victorian	Apr. 2	28	36	91	
" 30	23	280	1290	Grampian					
Apr. 1	42	453	1154	Corsican	" 9	4	26	42	
" 9	61	491	931	Virginian	" 16	34	79	105	
" 15	51	327	1102	Tunisian	" 22	3	35	48	2601
" 22	99	491	1012	Victorian	" 29	79	83	137	
" 30	55	465	1255	Corsican	May 6	44	96	156	
May 7	70	496	1057	Virginian	" 13	98	112	169	
" 15	48	346	1072	Tunisian	" 20	58	85	78	
" 19	93	447	872	Victorian	" 27	65	142	194	
" 27	28	450	1085	Corsican	June 3	74	104	102	
June 3	103	459	1023	Virginian	" 10	152	179	130	
" 8	60	268	903	Tunisian	" 17	107	127	78	
" 16	57	336	980	Victorian	" 24	159	205	202	
" 23	58	388	1089	Corsican	July 1	108	173	125	
" 30	90	314	800	Virginian	" 8	129	298	202	

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2602	July	8	54	269	812	Tunisian	"	15	36	91	113
	"	14	61	269	783	Victorian	"	22	73	129	135
	"	21	44	380	755	Corsican	"	29	52	57	89
	"	29	104	391	864	Virginian	Aug.	5	38	53	158
	Aug.	5	104	273	690	Tunisian	"	12	30	90	78
	"	12	176	336	748	Victorian	"	19	45	78	194
	"	19	103	366	723	Corsican	"	26	14	55	85
	"	26	243	271	721	Virginian	Sept.	2	56	75	140
	Sept.	1	148	297	661	Tunisian	"	9	41	56	90
	"	9	208	334	790	Victorian	"	17	62	88	158
	"	16	108	365	643	Corsican	"	23	28	39	142
	"	23	254	253	593	Virginian	"	29	55	87	132
2603	"	30	128	265	677	Tunisian	Oct.	7	14	29	143
	Oct.	7	117	397	620	Victorian	"	14	38	74	155
	"	14	56	374	622	Corsican	"	21	16	47	144
	"	20	68	306	372	Virginian	"	28	33	56	202
	"	28	29	160	325	Tunisian	Nov.	4	13	65	143
	Nov.	4	52	195	399	Victorian	"	11	41	86	246
	"	10	28	158	352	Corsican	"	18	24	84	372
	"	18	38	74	285	Virginian	"	27	46	90	366
	"	25	10	53	302	Tunisian	Dec.	3	5	60	462
	Dec.	1	12	107	351	Victorian	"	9	52	241	746
	"	9	9	48	178	Grampian	"	16	9	62	354
	"	17	36	81	292	Hesperian	"	24	25	53	399
	"	23	25	56	177	Tunisian	"	31	14	22	253
2604	"	31	19	48	193	Corsican					
	51	Trips	3448	14273	35679	Totals	49	Trips	2168	4001	8419

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Table IV.

ALLAN LINE.

MONTREAL, QUEBEC, PORTLAND—GLASGOW.

Mont., Q'Bec. Portland Arrival	Westbound I	II	III	Steamer	Mont., Q'Bec. Portland Departure	Eastbound I	II	III	
Mar. 21	..	224	405	Parisian	Mar. 31	..	3	1	
				Grampian	Apr. 4	..	1	..	
Apr. 27	..	177	855	Sicilian					
May 2	..	325	728	Ionian	May 7	..	70	71	
" 10	44	349	1293	Grampian					2606
" 16	..	237	595	Pretorian	" 21	..	56	9	
" 22	30	337	1139	Hesperian	" 28	44	96	49	
" 29	..	319	420	Ionian	June 4	..	135	43	
June 7	..	336	937	Southwark (ch't'd)	" 11	..	113	20	
" 12	..	234	515	Pretorian	" 18	..	128	27	
" 18	31	349	442	Hesperian	" 25	118	119	74	
" 26	..	301	293	Ionian	" 30	..	248	34	
July 4	..	235	345	Southwark (ch't'd)	July 9	..	103	53	
" 10	..	160	207	Pretorian	" 16	..	156	28	
" 16	36	174	254	Hesperian	" 23	49	63	65	
" 23	..	150	199	Ionian	" 30	..	49	31	
" 31	23	169	299	Grampian	Aug. 6	32	48	67	
Aug. 8	..	203	213	Pretorian	" 13	..	12	29	2607
" 14	73	198	307	Hesperian	" 20	25	50	77	
" 21	..	286	184	Ionian	" 27	..	43	31	
" 27	163	222	298	Grampian	Sept. 3	20	26	72	
Sept. 4	..	205	199	Pretorian	" 10	..	14	15	
" 10	163	216	318	Hesperian	" 17	27	49	72	
" 18	..	285	195	Ionian	" 24	..	40	48	
" 24	120	227	302	Grampian	Oct. 1	16	66	62	
Oct. 3	..	223	214	Pretorian	" 8	..	31	30	
" 8	69	257	243	Hesperian	" 15	21	34	80	
" 15	..	257	174	Ionian	" 22	..	48	30	
" 22	32	256	229	Grampian	" 29	6	27	66	

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" 30	..	75	118	Pretorian	Nov. 5	..	27	70
Nov. 5	7	114	178	Hesperian	" 12	14	47	96
" 14	..	172	167	Ionian	" 19	..	43	61
Dec. 6	..	6	25	Sicilian	Dec. 16	..	13	40
32 Trips	791	7278	12290	Totals	31 Trips	372	1958	1451

Table V.

ALLAN LINE.

2609 MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) HAVRE, LONDON
HALIFAX (WINTER)

Mont., Q'bec. St. John Halifax Arrival	Westbound Havre II	Havre III	London II	London III	Steamer	Mont., Q'bec. St. John Halifax Departure	Eastbound Havre II	Havre III	London II	London III
Jan. 7	9	10	7	7	Pomeranian	Jan. 14	8	7	3	9
Feb. 18	7	18	6	10	Corinthian	Feb. 8	3	4	3	3
" 19	7	31	8	30	Sardinian	" 26	5	5	6	5
Mar. 4	10	14	6	29	Pomeranian	Mar. 12	..	3	1	7
" 11	22	33	41	45	Corinthian	" 19	..	1	2	..
2610 " 31	29	134	53	168	Sardinian	Apr. 8	19	7	9	3
Apr. 14	21	73	72	151	Pomeranian	" 22	4	3	..	..
					Sicilian	May 7	35	28	37	12
May 8	39	202	204	620	Corinthian	" 14	15	19	23	26
" 15	34	187	75	203	Sardinian	" 21	13	1	7	3
" 27	42	99	88	454	Lake Erie*	June 4	24	10	40	11
June 3	51	36	45	33	Pomeranian	" 11	4	2	1	7
" 10	23	123	92	297	Sicilian	" 18	99	13	21	11
" 20	8	55	28	39	Sardinian	" 25	22	2	24	4
" 23	62	119	68	178	Corinthian	July 1	78	5	60	15
July 8	36	147	84	132	Lake Erie*	" 16	80	8	32	27
" 16	25	41	23	12	Pomeranian	" 23	4	3	4	57

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" 21	28	80	72	77	Sicilian	" 30	27	13	13	14
" 28	5	31	17	60	Sardinian	Aug. 6	10	6	6	6
Aug. 12	48	74	103	39	Corinthian	" 13	7	5	12	6
" 18	113	98	21	80	Lake Erie*	" 27	41	18	15	5
" 29	27	46	76	31	Pomeranian	Sept. 3	4	7	9	7
Sept. 2	60	63	100	40	Sicilian	" 12	25	26	12	10
" 9	38	84	68	42	Sardinian	" 17	40	11	2	..
" 17	59	82	158	68	Corinthian	" 24	12	18	9	5
" 30	45	140	90	101	Lake Erie*	Oct. 8	29	8	22	9
Oct. 6	..	..	73	45	Pomeranian	" 15	..	..	9	8
" 12	64	93	99	262	Sicilian	" 22	3	11	9	19
" 20	..	..	34	48	Sardinian	" 29	..	..	8	11
" 28	50	80	36	43	Corinthian	Nov. 5	15	27	18	9
Nov. 12	34	11	73	39	Lake Erie*	" 19	10	18	16	71
" 22	11	52	5	15	Pomeranian	" 30	2	11	4	2
Dec. 23	11	36	13	8	Sardinian	Dec. 28	2	10	1	..
32 Trips	1018	2392	1938	3406	Totals	33 Trips	640	310	438	382
			1018	2392					640	310
			2956	5798	Grand Totals				1078	692

*Chartered.

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Table VI.

ALLAN LINE.

BOSTON—GLASGOW.

Boston Arrival	Westbound I	II	III	I	II	III	Steamer	Boston Departure	Eastbound I	II	III
	Halifax			Boston							
							Ionian	Jan. 7	..	14	33
Jan. 13	..	32	66	..	36	37	Pretorian	" 20	..	11	26
Feb. 5	..	29	81	..	36	55	Numidian	Feb. 11	..	10	17
" 19	..	77	132	..	37	89	Ionian	" 25	..	1	50
Mar. 5	..	64	98	..	61	82	Pretorian	Mar. 11	..	8	27
" 18	..	63	184	..	59	64	Numidian	" 24	..	2	34
Apr. 1	..	253	535	..	68	146	Ionian	Apr. 7	..	10	56
" 13	40	217	1159	3	110	121	Hesperian	" 19	33	29	38
" 20	..	131	259	..	103	156	Numidian	" 28	..	15	10
May 9	..	121	71	..	220	217	Parisian	May 13	..	30	29
" 23	..	..	..	..	178	420	Numidian	" 27	..	67	69
June 7	..	..	..	..	217	357	Parisian	June 10	..	75	33
" 20	..	..	..	..	110	189	Numidian	" 24	..	150	70
July 5	..	..	..	..	112	143	Parisian	July 8	..	134	60
" 18	..	..	..	..	64	154	Numidian	" 22	..	55	39
Aug. 1	..	..	..	..	106	96	Parisian	Aug. 5	..	55	29
" 17	..	..	..	..	168	102	Numidian	" 19	..	12	26
" 28	..	..	..	..	309	213	Parisian	Sept. 2	..	15	35
Sept. 12	..	..	..	..	216	190	Numidian	" 16	..	15	39
" 25	..	..	..	..	319	205	Parisian	" 30	..	29	23
Oct. 11	..	..	..	..	234	158	Numidian	Oct. 14	..	15	22
" 24	..	..	..	..	259	100	Parisian	" 28	..	12	29
Nov. 7	..	..	..	..	102	166	Numidian	Nov. 16	..	12	45
" 30	..	52	166	..	66	121	Pretorian	Dec. 9	..	34	62
Dec. 15	..	68	127	..	52	65	Corinthian	" 23	..	9	35
" 27	..	80	105	..	38	69	Lake Erie				
25 Trips	40	1187	2983	3	3280	3715	Totals	25 Trips	33	819	936
				40	1187	2983					
				43	4467	6698	Grand Totals				

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Table VII.

ALLAN LINE.

ST. JOHNS, N. F.—HALIFAX—LIVERPOOL.

Halifax Arrival	Westbound I	II	III	Steamer	St. John Departure	Eastbound I	II	III	
Jan. 17	12	15	207	Sicilian	Feb. 1	24	4	1	
Feb. 4	..	8	42	Carthaginian	" 15	..	..	7	
Mar. 23	..	91	409	Carthaginian	Apr. 7	12	..	..	
Apr. 6	12	10	..	Siberian	" 22	..	1	..	
" 23	23	141	620	Mongolian	May 5	16	7	13	2618
May 11	33	48	449	Carthaginian	" 24	19	4	10	
" 19	16	6	281	Siberian	June 6	25	1	5	
June 6	36	32	389	Mongolian	" 22	16	4	8	
" 15	38	67	114	Carthaginian	July 1	19	19	38	
" 29	12	11	73	Siberian	" 14	21	7	4	
July 16	36	35	93	Mongolian	" 28	30	4	17	
" 25	39	53	106	Carthaginian	Aug. 11	25	8	21	
Aug. 11	23	28	144	Siberian	" 27	18	8	2	
" 25	43	104	127	Mongolian	Sept. 10	20	15	2	
Sept. 7	49	75	98	Carthaginian	" 24	25	28	12	
" 20	20	45	82	Siberian	Oct. 7	5	7	5	
Oct. 7	31	75	79	Mongolian	" 22	9	1	2	
" 17	22	33	130	Carthaginian	Nov. 5	10	5	23	2619
" 30	9	32	138	Siberian	" 19	7	1	8	
Nov. 19	9	15	52	Mongolian	Dec. 6	17	7	48	
" 28	10	4	4	Carthaginian	" 17	13	..	20	
Dec. 14	5	..	..	Numidian	" 30	12	3	12	
" 30	4	12	3	Mongolian					
23 Trips	482	940	3640	Totals	22 Trips	343	134	258	

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Table VIII.

AMERICAN LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit. Etc.	III Ital. Grks.	Totl.
				St. Paul	Jan. 1	17	40	103	44	147
				New York	" 8	75	68	164	29	193
Jan. 15	38	143	268	St. Louis	" 16	48	55	110	37	147
" 16	13	78	254	Philadelphia	" 22	22	36	67	32	99
" 27	48	125	440	New York	Feb. 5	36	29	52	33	85
Feb. 10	57	122	336	St. Louis	" 19	41	45	119	21	140
" 24	45	133	410	Philadelphia	Mar. 5	23	42	75	17	92
Mar. 10	46	199	744	St. Louis	" 19	29	37	79	28	107
" 24	27	262	609	Philadelphia	Apr. 2	48	53	126	24	150
Apr. 7	41	370	729	St. Louis	" 16	30	77	120	44	164
" 16	29	183	675	New York	" 23	43	40	56	44	100
" 24	29	153	598	St. Paul	" 30	59	96	460	27	487
" 30	44	196	490	Philadelphia	May 7	58	47	569	38	607
May 7	28	130	414	St. Louis	" 14	60	52	65	40	105
" 15	21	125	356	New York	" 21	56	82	758	17	775
" 21	31	140	162	St. Paul	" 28	93	93	87	24	111
" 28	40	151	313	Philadelphia	June 4	139	139	87	17	104
June 5	31	149	345	St. Louis	" 11	252	155	100	13	113
" 12	27	116	303	New York	" 18	263	119	86	15	101
" 19	28	132	223	St. Paul	" 25	321	178	140	15	155
" 27	41	156	171	Philadelphia	July 2	272	185	144	30	174
July 4	45	126	214	St. Louis	" 9	159	149	101	65	166
" 10	47	86	224	New York	" 16	105	128	95	49	144
" 16	45	127	214	St. Paul	" 23	92	50	118	21	139
" 23	41	128	226	Philadelphia	" 30	51	54	106	50	156
" 31	102	178	177	St. Louis	Aug. 6	58	67	126	51	177
Aug. 7	151	177	230	New York	" 13	28	52	107	48	155

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"	13	96	231	220	St. Paul	"	20	25	34	180	71	251
"	20	149	266	278	Philadelphia	"	27	28	41	124	40	164
"	27	331	189	289	St. Louis	Sept.	3	29	52	129	50	179
Sept.	3	315	256	346	New York	"	10	22	49	164	98	262
"	10	353	208	261	St. Paul	"	17	30	35	147	48	195
"	17	298	283	299	Philadelphia	"	24	29	37	268	56	324
"	24	328	198	374	St. Louis	Oct.	1	31	32	185	39	224
Oct.	1	282	262	493	New York	"	8	16	38	370	98	468
"	8	183	343	296	St. Paul	"	15	14	30	216	51	267
"	15	88	250	220	Philadelphia	"	22	25	39	285	72	357
"	22	51	264	245	St. Louis	"	29	25	48	235	71	306
"	29	40	229	299	New York	Nov.	5	30	34	339	113	452
Nov.	5	40	131	304	St. Paul	"	12	22	35	283	47	330
"	12	31	132	204	Philadelphia	"	19	35	57	374	69	443
"	20	41	86	218	St. Louis	"	26	21	22	328	34	362
"	27	23	127	227	New York	Dec.	3	20	59	648	29	677
Dec.	4	19	92	148	St. Paul	"	10	14	68	526	40	566
"	11	37	91	185	Philadelphia	"	16	21	32	626	38	664
"	23	59	178	282	St. Louis	"	31	53	87	618	50	668
44 Trips		3859	7701	14313	Totals	46 Trips		2968	2997	10265	1987	12252

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Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

	Phila. Arrival	Westbound II	Westbound III	Steamer	Phila. Departure	Eastbound II	Eastbound III
				Merion	Jan. 1	34	19
	Jan. 11	48	497	Friesland	" 15	15	36
	" 20	62	295	Haverford	" 28	20	19
	Feb. 1	54	650	Merion	Feb. 5	23	26
	" 16	61	465	Friesland	" 19	31	56
2627	Mar. 4	72	714	Haverford	Mar. 9	34	49
	" 15	76	1016	Merion	" 19	28	58
	" 20	97	630	Friesland	" 26	43	66
	Apr. 6	148	1406	Haverford	Apr. 9	90	102
	" 17	207	1133	Merion	" 23	103	68
	" 24	118	679	Friesland	" 30	107	90
	May 9	181	1178	Haverford	May 14	183	156
	" 23	159	643	Merion	" 28	202	171
	" 29	105	426	Friesland	June 4	135	169
	June 13	165	777	Haverford	" 18	214	255
	" 27	166	662	Merion	July 2	201	257
	" 18	197	598	Haverford	" 9	160	138
	July 3	119	387	Friesland	" 23	196	181
	Aug. 1	192	487	Merion	Aug. 6	145	121
2628	" 8	181	398	Friesland	" 13	84	139
	" 21	201	574	Haverford	" 27	118	125
	Sept. 4	208	632	Merion	Sept. 10	98	150
	" 10	174	357	Friesland	" 17	15	91
	" 25	211	736	Haverford	Oct. 1	99	108
	Oct. 11	192	662	Merion	" 15	62	110
	" 16	180	351	Friesland	" 22	11	139
	" 31	202	500	Haverford	Nov. 5	64	153
	Nov. 14	200	465	Merion	" 19	43	131
	" 21	161	206	Friesland	" 26	17	63
	Dec. 4	124	322	Haverford	Dec. 10	58	178
	" 21	95	262	Merion	" 24	17	101
	30 Trips	4356	18108	Totals	31 Trips	2650	3525

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Table X.

ANCHOR LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Furnessia	Jan. 2	..	25	47
Jan. 4	11	143	194	Caledonia	" 8	29	67	155
" 19	13	151	211	California	" 23	15	60	117
" 31	6	127	155	Columbia	Feb. 5	14	50	75
Feb. 7	10	152	179	Caledonia	" 12	12	42	86
" 15	7	139	168	California	" 19	14	20	209
" 23	..	98	113	Furnessia	" 26	..	11	76
Mar. 1	9	192	320	Columbia	Mar. 5	12	54	130
" 7	9	329	411	Caledonia	" 12	8	39	125
" 13	14	273	569	California	" 19	10	35	97
" 22	..	178	420	Furnessia	" 26	..	26	75
" 27	31	409	704	Columbia	Apr. 2	33	73	156
Apr. 3	37	540	648	Caledonia	" 9	34	112	189
" 10	23	502	789	California	" 16	40	63	200
" 18	..	414	449	Furnessia	" 23	..	71	88
" 24	32	492	758	Columbia	" 30	52	123	158
May 1	18	557	754	Caledonia	May 7	69	150	188
" 8	38	503	747	California	" 14	96	163	212
" 17	..	292	383	Furnessia	" 21	..	149	103
" 22	21	443	625	Columbia	" 28	154	259	263
" 29	33	529	498	Caledonia	June 4	253	236	444
June 6	43	348	462	California	" 11	183	311	262
" 13	..	239	271	Furnessia	" 18	..	295	184
" 19	50	356	464	Columbia	" 25	289	222	382
" 26	22	323	288	Caledonia	July 2	261	226	544
July 3	52	328	274	California	" 9	176	340	262
" 12	..	194	195	Furnessia	" 16	..	226	192
" 17	32	204	357	Columbia	" 23	130	221	241
" 24	58	292	334	Caledonia	" 30	88	188	238

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Aug.	1	102	312	207	California	Aug. 6	73	132	174
"	8	..	258	164	Furnessia	" 13	..	88	91
"	14	162	357	317	Columbia	" 20	44	91	157
"	21	270	278	312	Caledonia	" 27	23	109	177
"	28	244	338	447	California	Sept. 3	37	88	137
Sept.	5	..	493	279	Furnessia	" 10	..	46	94
"	11	316	228	499	Columbia	" 17	38	92	139
"	17	324	245	600	Caledonia	" 24	28	89	119
"	25	226	359	588	California	Oct. 1	37	76	133
Oct.	4	..	509	321	Furnessia	" 8	..	65	83
"	9	150	387	642	Columbia	" 15	25	89	132
"	16	138	465	465	Caledonia	" 22	22	68	144
2633 "	24	59	509	431	California	" 29	38	62	115
Nov.	1	..	484	167	Furnessia	Nov. 5	..	42	94
"	6	27	528	256	Columbia	" 12	19	71	147
"	13	25	325	224	Caledonia	" 19	33	59	148
"	21	26	185	188	California	" 26	15	92	168
"	29	..	114	100	Furnessia	Dec. 3	..	45	139
Dec.	4	19	206	230	Columbia	" 10	17	136	332
"	11	18	189	104	Caledonia	" 17	16	116	197
"	19	16	126	148	California	" 24	4	66	177
49 Trips		2691	15642	18429	Totals	50 Trips	2441	5579	8595

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Table XI.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	
Jan. 9	6	425	Perugia	Jan. 18	4	95	
" 27	..	296	Italia	Feb. 2	10	57	
Feb. 14	2	241	Calabria	" 19	..	50	
Mar. 5	3	571	Perugia	Mar. 12	..	30	
" 17	10	980	Italia	" 24	2	54	2636
Apr. 7	7	906	Calabria	Apr. 14	5	63	
" 23	13	910	Perugia	" 28	4	32	
May 4	2	1049	Italia	May 10	5	55	
" 29	10	834	Calabria	June 4	4	..	
June 11	8	533	Perugia	" 16	10	45	
" 24	13	566	Italia	July 2	8	259	
July 15	5	464	Calabria	" 21	8	213	
Aug. 17	8	648	Italia	Aug. 27	..	322	
Sept. 16	8	498	Calabria	Sept. 24	..	172	
Oct. 1	10	347	Perugia	Oct. 8	..	133	
" 14	12	322	Italia	" 22	..	361	
			Calabria	Nov. 12	3	350	
Nov. 22	13	593	Perugia	" 26	1	474	
Dec. 5	13	553	Italia	Dec. 8	2	407	2637
" 30	11	528	Calabria				
19 Trips	154	11264	Totals	19 Trips	66	3172	

NOTE: Eastbound third-class figures do not include consular passengers, of which there were a total of 175 on sundry voyages during the year.

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Table XII.

ATLANTIC TRANSPORT LINE.

New York—London.

	N. Y. Arrival	Westbound I	Steamer	N. Y. Eastbound Departure	I
			Minnetonka	Jan, 1	11
	Jan. 2	29	Minnewaska	" 8	52
	" 9	21	Minnehaha	" 15	28
	" 25	25	Minneapolis	" 29	33
2639	Feb. 1	30	Minnetonka	Feb. 5	22
	" 7	40	Minnewaska	" 12	33
	" 15	52	Minnehaha	" 19	15
	Mar. 8	57	Minnetonka	Mar. 12	40
	" 14	36	Minnewaska	" 19	58
	" 21	67	Minneapolis	" 26	68
	Apr. 4	52	Minnehaha	Apr. 9	66
	" 11	80	Minnewaska	" 16	91
	" 18	29	Minneapolis	" 23	63
	" 25	40	Minnetonka	" 30	146
	May 9	73	Minnewaska	May 14	189
	" 16	48	Minneapolis	" 21	123
	" 23	60	Minnetonka	" 28	150
	" 31	13	Mesaba	June 4	83
2640	June 6	72	Minnewaska	" 11	232
	" 13	45	Minneapolis	" 18	171
	" 21	44	Minnetonka	" 25	168
	" 29	22	Mesaba	July 2	91
	July 4	96	Minnewaska	" 9	210
	" 12	61	Minneapolis	" 16	114
	" 18	80	Minnetonka	" 23	121
	Aug. 1	174	Minnewaska	Aug. 6	110
	" 9	151	Minneapolis	" 13	55
	" 15	141	Minnetonka	" 20	43
	" 24	86	Mesaba	" 27	12

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" 29	241	Minnewaska	Sept. 3	84	
Sept. 5	183	Minneapolis	" 10	43	
" 12	174	Minnetonka	" 17	46	
" 20	91	Mesaba	" 24	19	
" 26	226	Minnewaska	Oct. 1	108	
Oct. 3	166	Minneapolis	" 8	36	
" 10	152	Minnetonka	" 15	31	
" 18	69	Mesaba	" 22	11	
" 24	167	Minnewaska	" 29	68	
" 31	88	Minneapolis	Nov. 5	45	
Nov. 5	37	Minnehaha	" 12	20	
" 12	76	Minnetonka	" 19	36	2642
" 26	79	Minnewaska	Dec. 3	48	
Dec. 3	40	Minneapolis	" 10	34	
" 11	28	Minnehaha	" 17	6	
" 20	47	Minnetonka	" 24	24	
44 Trips	3588	Totals	45 Trips	3257	

2643

Table XIII.

NEW Y

	N. Y. Arrival	Westbound I	II	III Cont.	III Grks.	Az.	Tot.	Steamer
	Jan. 6	5	64	347	339	..	686	Alice
	" 19	6	27	252	291	..	543	Oceania
	Feb. 3	1	25	393	134	..	527	Argentina
	" 12	27	144	546	698	..	1244	Martha W.
	" 27	9	35	478	466	..	944	Alice
	Mar. 11	2	32	728	432	..	1160	Oceania
2645	" 23	3	52	670	467	..	1137	Argentina
	" 28	60	240	881	759	..	1640	Martha W.
	Apr. 9	..	..	292	540	..	832	Eugenia
	" 14	9	78	312	549	..	861	Alice
	" 20	21	109	444	611	..	1055	Laura
	" 27	24	91	439	313	..	752	Oceania
	May 12	8	64	512	172	..	684	Argentina
	" 17	59	273	345	195	..	540	Martha W.
	" 31	28	99	448	483	..	931	Alice
	June 11	5	..	247	496	..	743	Eugenia
	" 17	6	59	274	424	..	698	Columbia
	" 23	9	81	276	363	..	639	Oceania
	" 29	4	79	223	283	..	506	Argentina
2646	July 4	54	196	301	686	..	987	Martha W.
	" 22	3	46	226	328	..	554	Atlanta
	Aug. 9	16	66	386	636	..	1022	Oceania
	" 18	..	17	121	246	..	367	Columbia
	" 21	58	226	358	697	..	1055	Martha W.
	Sept. 9	95	..	369	452	..	821	Argentina
	" 23	12	70	253	551	..	804	Atlanta
	" 28	40	90	168	428	..	596	Oceania
	Oct. 5	39	82	302	382	..	684	Alice
	" 10	83	282	441	1091	..	1532	Martha W.
	" 21	4	60	238	572	..	810	Columbia
	" 29	7	..	142	579	..	721	Eugenia
	Nov. 9	28	90	457	858	..	1315	Laura
	" 16	10	69	169	341	..	510	Oceania
	" 23	3	93	270	241	..	511	Alice
	" 28	35	238	324	522	..	846	Martha W.
	Dec. 28	46	83	420	315	38	773	Laura
	36 Trips	819	3260	13052	16940	38	30030	Totals

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III.

AUSTRO-AMERICANA.

EW YORK—MEDITERRANEAN. Eastbound

	N. Y. Departure	I	II	Cont.	Grks.	III Ital.	Az.	Tot.
	Jan. 12	6	10	55	114	122	..	291
	" 26	10	12	52	16	57	..	125
na	Feb. 4	1	4	25	16	41	..	82
W.	" 19	40	51	179	71	10	..	260
	Mar. 3	..	5	179	19	18	..	216
	" 16	2	19	136	8	6	..	150
na	" 30	3	9	64	9	12	..	85
W.	Apr. 6	75	100	285	35	25	..	345
	" 20	51	51	56	71	19	..	146
	" 27	20	25	82	14	5	..	101
	May 4	2	24	147	4	21	..	172
na	" 18	20	32	65	8	12	..	85
W.	" 25	155	..	216	160	46	..	422
	June 8	52	66	120	27	23	..	170
a								
	" 29	58	41	172	32	73	..	277
na	July 6	48	25	55	35	65	..	155
W.	" 13	104	73	219	90	71	23	403
	" 31	4	24	135	37	204	..	376
	Aug. 17	8	49	128	78	316	50	572
a								
W.	" 31	42	91	294	75	82	2	453
na	Sept. 14	6	14	137	46	227	..	410
	Oct. 1	..	..	125	127	25	..	277
	" 5	1	8	140	75	161	..	376
	" 12	3	12	66	17	56	..	139
W.	" 19	33	66	253	149	282	..	684
a	" 29	1	6	84	28	159	..	271
	Nov. 5	..	..	185	60	131	..	376
	" 16	8	16	233	23	367	..	623
	" 23	2	15	85	34	136	..	255
	" 30	3	20	147	56	384	..	587
W.	Dec. 7	17	70	202	248	170	..	620
s	31 Trips	775	938	4321	1782	3326	75	9504

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AUSTRO-AMERICANA.

PHILADELPHIA—MEDITERRANEAN.

Steamer	Phila. Departure	Eastbound II	III Cont.	III Grks.	III Ital.	Tot.
Columbia	Aug. 29	..	47	..	59	106
Oceania	Nov. 24	1	14	1	189	204
Totals	2 Trips	1	61	1	248	310

AUSTRO-AMERICANA.

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BOSTON—MEDITERRANEAN.

Steamer	Boston Departure	Eastbound II	III Cont.	III Grks.	III Ital.	Az.	Tot.
Columbia	Aug. 31	4	7	85	132	66	290
Laura	Nov. 17	6	..	22	271	60	353
Totals	2 Trips	10	7	107	403	126	643

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Table XIV.

CANADA LINE.

MONTREAL—ROTTERDAM.

Montreal Westbound			Montreal Eastbound	
Arrival	III	Steamer	Departure	III
May 2	982	Prinz Oskar	May 7	19
" 16	730	Prinz Adalbert	" 21	31
" 30	1029	Willehad	June 4	23
June 12	568	Prinz Oscar	" 18	18
2651 " 27	443	Prinz Adalbert	July 2	19
July 10	161	Willehad	" 16	38
Aug. 6	186	Prinz Adalbert	Aug. 13	30
" 28	208	Willehad	Sept. 3	44
Sept. 17	193	Prinz Adalbert	" 24	95
Oct. 11	167	Willehad	Oct. 15	104
" 31	244	Prinz Adalbert	Nov. 5	182
11 Trips	4911	Totals	11 Trips	603

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Table XV.

CANADIAN NORTHERN STEAMSHIPS, LTD.
(ROYAL LINE).

MONTREAL, QUEBEC (SUMMER)
HALIFAX (WINTER) BRISTOL.

Montreal Quebec Halifax Arrival	Westbound I	II	III	Steamer	Montreal Quebec Halifax Departure	Eastbound I	II	III	
May 19	30	100	430	Royal Edward	May 26	59	61	51	2654
June 4	25	86	260	Royal George	June 9	67	76	69	
" 16	35	76	435	Royal Edward	" 23	155	120	100	
" 30	60	110	320	Royal George	July 7	113	98	330	
July 14	62	122	414	Royal Edward	" 21	100	110	140	
" 28	115	129	423	Royal George	Aug. 4	46	82	78	
Aug. 11	130	186	544	Royal Edward	" 18	47	70	102	
" 25	225	198	554	Royal George	Sept. 1	62	55	99	
Sept. 8	270	203	540	Royal Edward	" 15	90	105	130	
" 22	256	199	529	Royal George	" 29	47	83	119	
Oct. 7	110	312	450	Royal Edward	Oct. 13	26	56	134	
" 20	54	119	361	Royal George	" 27	21	65	199	
Nov. 3	50	118	409	Royal Edward	Nov. 10	37	47	187	
" 20	20	77	260	Royal George	" 23	15	80	302	2655
" 29	14	22	176	Royal Edward	Dec. 7	15	97	358	
Dec. 12	18	26	202	Royal George	" 15	17	121	424	
16 Trips	1474	2083	6307	Totals	16 Trips	917	1326	2822	

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Table XVI.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. LINES.

MONTREAL, QUEBEC, (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL

	Montreal Quebec St. John Arrival	Westbound I	II	III	Steamer	Montreal Quebec St. John Departure	Eastbound I	II	III
2657					Corsican (chartered)	Jan. 1	39	75	230
	Jan. 8	52	138	336	Empress of Britain	" 15	81	115	296
	" 24	60	182	411	Hesperian (chartered)	" 30	36	77	170
	Feb. 5	56	246	905	Empress of Britain	Feb. 12	54	106	195
	" 19	76	232	747	Empress of Ireland	" 26	44	98	338
	Mar. 5	105	470	927	Empress of Britain	Mar. 12	53	70	230
	" 12	...	117	433	Lake Erie	" 19	...	25	51
	" 18	120	461	910	Empress of Ireland	" 26	39	58	203
	" 27	...	141	1040	Lake Champlain	Apr. 2	...	42	66
	Apr. 1	148	479	924	Empress of Britain	" 8	62	90	308
	" 10	...	347	1167	Lake Manitoba	" 16	...	70	75
	" 15	144	458	944	Empress of Ireland	" 23	140	123	179
	" 16	...	137	984	Lake Erie				
2658	" 29	159	459	942	Empress of Britain	May 6	111	163	345
	May 6	...	56	1051	Montrose				
	" 10	...	157	1050	Lake Champlain	" 13	...	106	66
	" 13	190	481	958	Empress of Ireland	" 20	176	196	310
	" 23	...	328	1178	Lake Manitoba	" 26	...	203	53
	" 27	147	463	854	Empress of Britain	June 3	229	235	435
	June 6	...	147	946	Lake Champlain	" 9	...	105	59
	" 9	173	442	982	Empress of Ireland	" 17	304	218	351
	" 19	...	314	904	Lake Manitoba	" 23	...	304	105
	" 23	187	466	894	Empress of Britain	July 1	271	283	416
	July 3	...	137	552	Lake Champlain	" 7	...	129	57
	" 7	173	413	965	Empress of Ireland	" 15	191	198	301

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"	17	...	346	549	Lake Manitoba	"	21	...	231	73
"	21	195	331	999	Empress of Britain	"	29	160	153	275
Aug.	1	...	121	411	Lake Champlain	Aug.	4	...	98	87
"	4	257	329	931	Empress of Ireland	"	12	118	145	222
"	14	...	328	484	Lake Manitoba	"	18	...	135	88
"	18	255	318	919	Empress of Britain	"	26	116	128	345
"	29	...	143	450	Lake Champlain	Sept.	1	...	54	86
Sept.	1	341	318	947	Empress of Ireland	"	9	150	133	360
"	12	...	328	562	Lake Manitoba	"	15	...	98	114
"	15	287	319	1011	Empress of Britain	"	23	146	148	384
"	25	...	139	449	Lake Champlain	"	29	...	55	119
"	29	269	326	962	Empress of Ireland	Oct.	7	133	114	389
Oct.	11	...	341	446	Lake Manitoba	"	14	...	81	123
"	13	188	360	971	Empress of Britain	"	21	94	146	420
"	17	...	133	275	Lake Champlain	"	21	...	37	160
"	29	151	349	818	Empress of Ireland	Nov.	4	91	165	558
Nov.	9	...	203	218	Lake Manitoba	"	12	...	57	289
"	11	81	271	765	Empress of Britain	"	18	69	249	764
"	21	...	92	206	Lake Champlain	"	24	...	139	504
"	25	74	157	425	Empress of Ireland	Dec.	2	89	267	860
Dec.	9	...	56	130	Lake Manitoba	"	11	...	140	340
"	9	91	168	478	Empress of Britain	"	16	74	417	852
"	23	64	167	442	Empress of Ireland	"	30	66	127	371
47 Trips		4043	12914	34852	Totals	46 Trips		3136	6406	12622

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Table XVII.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. LINES.

ANTWERP (WESTBOUND) — MONTREAL, QUEBEC ST. JOHN, N. B. (SUMMER) (WINTER) — LONDON (EASTBOUND)

	Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III
2663				Mount Temple	Jan. 7	1	5
	Jan. 12	..	88	Montreal			
	" 27	..	97	Montezuma	Feb. 2	..	2
	Feb. 9	..	184	Lake Michigan	" 18	..	3
	" 24	..	196	Mount Temple			
	Mar. 10	2	318	Montreal			
	" 21	..	499	Montezuma			
	Apr. 4	..	1279	Lake Michigan			
				Lake Erie	Apr. 21	7	6
	" 17	..	1270	Mount Temple	" 28	3	..
	May 2	..	865	Montreal	May 9	1	..
				Montrose	" 11	23	..
	" 10	..	267	Montezuma			
2664	" 16	..	132	Montfort			
	" 24	..	639	Lake Michigan	" 31	..	5
	June 3	..	731	Mount Royal			
	" 7	..	740	Mount Temple	June 12	5	..
	" 12	..	626	Montreal			
	" 19	3	397	Montrose	" 27	..	4
	" 26	..	539	Montfort			
	July 4	..	302	Lake Michigan	July 10	..	5
	" 12	..	441	Montezuma			
	" 18	9	390	Mount Temple			
	" 24	..	318	Montreal			

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Aug. 1	20	246	Montrose	Aug. 7	8	7	
" 7	..	312	Montfort				
" 15	..	265	Lake Michigan	" 21	..	10	
" 22	..	295	Montezuma				
" 30	2	294	Mt. Temple	Sept. 4	1	5	
Sept. 6	..	294	Montreal				
" 12	56	263	Montrose	" 18	3	..	
" 18	..	294	Montfort				
" 25	..	322	Lake Michigan				
Oct. 3	..	305	Montezuma				
" 11	5	249	Mount Temple	Oct. 16	..	1	
" 18	1	298	Montreal				2666
" 24	44	201	Montrose	" 30	2	1	
Nov. 1	..	173	Montfort	Nov. 6	..	1	
" 10	..	319	Lake Michigan	" 16	..	21	
" 17	4	355	Montezuma	" 23	..	..	
" 28	..	677	Mount Temple	Dec. 7	21	102	
Dec. 14	..	497	Montreal	" 21	..	..	
" 27	..	451	Montfort				
40 Trips	146	16428	Totals	20 Trips	75	178	

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Table XVIII.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. LINES.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) BRISTOL

Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III
2669			Montcalm	Apr. 7	..	1
May 10	12	..	Montcalm			
June 2	8	..	Monmouth			
" 12	7	3	Montcalm			
July 5	1	..	Monmouth			
" 18	8	4	Montcalm	July 23	1	..
Aug. 12	1	2	Monmouth			
" 20	7	..	Montcalm	Aug. 27	4	..
Sept. 15	5	..	Monmouth			
" 25	10	..	Montcalm			
Nov. 21	12	..	Montcalm	Nov. 26	1	..
10 Trips	71	9	Totals	4 Trips	6	1

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Table XIX

COMPANIA TRASATLANTICA DE BARCELONA.

New York—Mediterranean.

N. Y.	Westbound						N. Y.	Eastbound				
rival	I	II	III Ital.	III Span.	III Total	Steamer	Departure	I	II	III Ital.	III Span.	III Total
						Montserrat	Jan. 7	6	7	44	54	98
. 10	14	13	..	..	..	Buenos Aires	Feb. 6	8	2	3	27	30
. 13	7	14	..	8	8	Montserrat	Mar. 8	8	6	1	35	36
r. 11	3	5	..	2	2	Montevideo	Apr. 5	8	3	1	36	37
r. 12	19	36	516	4	520	Manuel Calvo	May 7	14	9	1	41	42
y 12	28	40	523	35	558	Antonio Lopez	June 7	17	10	8	81	89
e 10	42	16	..	34	34	Buenos Aires	July 6	25	13	13	102	115
y 11	29	23	257	6	263	Manuel Calvo	Aug. 6	16	12	6	74	80
g. 10	34	22	..	46	46	Montevideo	Sept. 6	14	9	5	67	72
t. 10	37	23	..	13	13	Manuel Calvo	Oct. 6	7	5	5	125	130
. 12	34	29	..	23	23	Antonio Lopez	Nov. 14	10	..	..	77	77
v. 11	39	12	..	29	29	Buenos Aires	Dec. 9	5	4	..	89	89
c. 14	17	14	..	18	18	Montserrat						
Trips	303	247	1296	218	1514	Totals	12 Trips	138	80	87	808	895

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Table XX.

COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
(FRENCH LINE.)

NEW ORLEANS—HAVRE, BORDEAUX.

	N. O. Arrival	Westbound I	II	III	Steamer	N. O. Departure	Eastbound I	III Cont.	III Ital.	Tot.
	Jan. 9	5	..	11	Louisiane	Jan. 15	1	14	10	24
2675	" 19	1	1	4	Virginie	" 26	..	7	..	7
	Feb. 18	..	..	8	Californie	Feb. 26	1	20	14	34
	Mar. 25	..	14	14	Virginie	Apr. 2	11	27	8	35
	Apr. 24	..	..	3	Louisiane	" 30	12	27	5	32
	May 21	..	..	18	Californie	May 28	8	33	..	33
	June 19	5	..	11	Virginie	June 25	17	27	5	32
					Louisiane	July 28	6	15	3	18
	Nov. 22	13	2	30	Californie	Nov. 26	5	6	2	8
	Dec. 16	..	..	1	Mexico	Dec. 21	..	7	..	7
	" 24	..	1	23	St. Laurent	" 30	..	5	3	8
	10 Trips	24	18	123	Totals	11 Trips	61	188	50	238

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Table XXI.

COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.

(French Line.)

New York—Havre, Bordeaux.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Ital.	Tot.
Jan. 3	16	107	268	La Bretagne	Jan. 6	5	42	96	101	197
				Caroline	" 8	..	11	..	..	..
" 9	43	96	611	La Savoie	" 13	47	48	133	144	277
" 15	..	..	19	Hudson*						
" 16	38	141	468	La Lorraine	" 20	45	50	145	172	317
" 19	..	13	122	Mexico						
" 23	32	120	637	La Touraine	" 27	22	51	83	100	183
" 31	11	124	578	La Bretagne	Feb. 3	21	52	93	79	172
" 30	..	95	321	Floride	" 5	..	10	..	..	..
Feb. 5	40	163	526	La Savoie	" 10	31	70	144	158	302
" 10	..	4	32	St. Laurent*						
" 12	87	181	541	La Provence	" 17	105	67	175	161	336
" 12	..	114	397	Caroline	" 19	..	4	..	..	..
" 16	..	86	558	La Gascogne	" 19	..	17	13	13	26
" 24	36	163	746	La Bretagne	" 26	10	20	118	127	245
" 27	17	40	359	La Savoie	Mar. 3	32	45	174	161	335
Mar. 3	..	215	1237	Chicago	" 7	..	70	51	26	77
" 6	51	178	652	La Lorraine	" 10	34	50	194	168	362
" 10	..	2	48	Hudson*						
" 12	66	297	534	La Provence	" 17	110	59	241	250	491
" 14	..	91	746	Floride	" 19	..	8	..	..	..
" 15	..	199	856	La Gascogne	" 19	..	32	30	14	44
" 20	19	241	595	La Touraine	" 24	13	47	117	139	256
" 26	53	254	565	La Savoie	" 31	55	55	252	294	546
" 25	..	113	721	Caroline	Apr. 2	..	13	..	..	..
" 29	..	348	1269	Chicago	" 2	..	98	38	100	138

1680	Apr.	2	23	183	564	La Lorraine	"	7	106	117	176	404	58
	"	5	..	1	1	St. Laurent*							
	"	5	..	74	755	Niagara	"	14	..	23	72	128	20
	"	9	91	300	536	La Provence	"	14	228	137	188	363	55
	"	12	..	191	744	La Gascogne	"	16	..	72	50	38	8
	"	16	19	231	624	La Touraine	"	21	72	85	186	203	38
	"	25	11	143	697	La Bretagne	"	28	40	100	109	75	18
	"	23	..	100	722	Floride	"	30	..	33	..	..	.
	"	25	..	347	1238	Chicago	May	2	..	287	98	42	14
	"	30	39	263	557	La Lorraine	"	5	114	86	196	194	39
	May	2	..	..	195	Hudson*							
	"	7	31	225	570	La Savoie	"	12	117	93	171	168	33
1681	"	5	..	119	719	Caroline	"	14	..	19	..	..	.
	"	10	..	182	630	La Gascogne	"	14	..	39	17	22	3
	"	13	73	278	548	La Provence	"	19	290	134	209	246	45
	"	22	23	84	597	La Touraine	"	26	46	109	96	163	25
	"	17	..	109	628	Niagara	"	28	..	17	2	..	
	"	23	..	239	825	Chicago	"	28	..	274	87	60	14
	"	28	..	..	93	St. Laurent*							
	"	28	34	172	569	La Lorraine	June	2	193	140	199	186	38
	June	4	40	172	568	La Savoie	"	9	161	94	186	214	40
	"	2	..	81	563	Floride	"	11	..	68	..	..	.
	"	7	..	151	524	La Gascogne	"	11	..	127	24	16	4
	"	10	106	142	537	La Provence	"	16	300	137	239	174	41
	"	18	23	139	448	La Lorraine	"	23	216	144	178	139	31
1682	"	17	..	75	374	Caroline	"	25	..	102	..	..	.
	"	20	..	188	376	Chicago	"	25	..	356	52	45	9
	"	25	34	139	620	La Savoie	"	30	219	152	207	179	38
	"	25	..	..	39	Hudson*	July	2	..	2	..	..	.
	July	2	113	215	538	La Provence	"	7	262	140	245	280	52
	"	11	11	107	291	La Bretagne	"	14	56	80	179	159	33
	"	10	..	18	300	Californie	"	16	..	11	..	19	1
	"	16	54	107	440	La Lorraine	"	21	83	151	178	210	38
	*To and from Bordeaux.												
	July	15	..	51	93	Floride	July	23	..	33	..	..	.
	"	18	..	168	193	Chicago	"	23	..	180	51	30	8
	"	23	67	165	557	La Savoie	"	28	111	132	250	278	52
	"	23	..	..	61	St. Laurent*	"	30	..	3	..	..	.

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"	31	41	185	619	La Touraine	Aug.	4	45	99	190	228	418
"	29	..	114	239	Caroline	"	6	..	47	3	29	32
Aug.	7	47	205	298	La Bretagne	"	11	12	67	100	170	270
"	12	195	219	563	La Provence	"	18	85	138	222	333	555
"	21	33	199	579	La Touraine	"	25	29	84	117	156	273
"	19	..	15	174	Californie	"	27	..	16	15	7	22
"	19	..	..	75	Hudson*							
"	27	231	150	514	La Lorraine	Sept.	1	59	80	188	211	399
"	30	..	375	385	Chicago	"	3	..	106	55	38	93
Sept.	3	327	138	551	La Provence	"	8	76	92	232	319	551
"	10	277	119	518	La Savoie	"	15	53	74	255	245	500
"	6	..	183	247	Niagara	"	17	..	24	..	..	..
"	12	..	357	309	La Gascogne	"	17	..	29	44	70	114
"	18	268	128	517	La Lorraine	"	22	152	164	264	204	468
"	18	..	..	115	Mexico	"	24	..	1	..	..	..
"	25	60	305	436	La Touraine	"	29	40	62	165	150	315
"	21	..	85	258	Floride	Oct.	1	..	9	..	..	..
"	26	..	371	429	Chicago	"	1	..	128	36	44	80
"	30	314	131	548	La Provence	"	6	100	117	187	412	599
Oct.	8	191	163	575	La Savoie	"	13	41	74	257	341	598
"	7	..	112	373	Caroline	"	15	..	14	..	..	..
"	12	..	325	447	La Gascogne	"	15	..	26	32	25	57
"	15	125	217	574	La Lorraine	"	20	37	69	280	250	530
"	12	..	..	115	St. Laurent*							
"	23	26	201	419	La Touraine	"	27	20	39	206	184	390
"	26	..	293	635	Chicago	"	29	..	62	69	45	114
"	18	..	190	238	Niagara	Nov.	3	..	7	93	182	275
"	29	221	226	556	La Provence	"	3	132	104	214	351	565
Nov.	5	77	229	558	La Savoie	"	10	37	68	261	423	684
"	2	..	85	662	Floride	"	12	..	16	..	..	..
"	8	..	250	378	La Gascogne	"	12	..	28	45	40	85
"	12	..	..	68	Hudson*							
"	12	81	239	577	La Lorraine	"	17	53	73	297	322	619
"	20	25	124	561	La Touraine	"	24	15	91	310	381	691
"	17	..	111	287	Caroline	"	26	..	7	..	..	..
"	22	..	253	720	Chicago	"	26	..	42	77	44	121
"	28	26	170	381	La Bretagne	Dec.	1	7	49	227	340	567

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Dec. 3	95	249	568	La Savoie	" 8	52	138	134	570	704
Nov. 29	..	75	197	Niagara	" 10	..	36	240	329	569
Dec. 6	..	189	337	La Gascogne	" 15	..	6	128	185	313
" 10	71	148	582	La Lorraine	" 15	54	103	249	413	662
" 19	38	102	507	La Touraine	" 22	34	51	205	244	449
" 21	..	92	254	Floride						
" 21	..	141	372	Chicago	" 24	..	71	75	68	143
" 26	8	72	145	La Bretagne	" 29	15	22	177	154	331
" 30	..	70	153	Caroline						
" 31	44	126	581	La Lorraine						
109 Trips	4122	16275	50934	Totals	97 Trips	4292	7129	11391	13749	25140

* To and from Bordeaux.

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Table XXII.

CUNARD LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan 2	45	111	196	Umbria	Jan. 5	21	97	129
" 10	136	142	295	Carmania				
" 15	298	253	355	Lusitania	" 19	382	193	289
" 23	52	183	362	Campania	" 26	66	128	180
" 31	9	86	337	Umbria	Feb. 2	21	59	92
Feb. 3	357	276	920	Mauretania	" 9	333	166	197
" 13	82	252	560	Campania	" 16	80	102	137
" 21	25	204	592	Umbria	" 23	21	74	114
" 25	283	253	1188	Mauretania	Mar. 2	319	154	266
Mar. 4	248	238	1186	Lusitania	" 9	250	105	258
" 12	53	275	568	Campania	" 16	61	94	263
" 17	249	302	1398	Mauretania	" 23	267	118	275
" 24	327	261	1399	Lusitania	" 30	293	172	326
Apr. 2	69	390	639	Campania	Apr. 6	85	162	513
" 7	310	374	1310	Mauretania	" 13	348	193	487
" 13	46	340	1839	Caronia	" 16	116	119	204
" 14	305	281	1405	Lusitania	" 20	409	248	381
" 23	61	392	631	Campania	" 27	109	184	223
May 1	157	318	1769	Carmania	May 4	190	219	471
" 5	422	305	1233	Mauretania	" 11	458	252	578
" 11	81	208	1441	Caronia	" 14	177	214	303
" 13	282	203	978	Lusitania	" 18	391	279	610
" 20	61	287	513	Campania	" 25	100	198	231
" 25	98	187	1017	Carmania	" 28	238	239	529
" 26	282	220	941	Mauretania	June 1	462	413	879
June 2	285	211	1093	Lusitania	" 8	462	432	1030
" 7	76	181	698	Caronia	" 11	305	229	527
" 11	65	259	486	Campania	" 15	295	312	360
" 16	306	187	952	Mauretania	" 22	484	429	566
" 22	83	174	628	Carmania	" 25	304	233	445
" 24	302	232	665	Lusitania	" 29	485	452	627

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	July 1	114	254	496	Campania	July 6	221	356	268
	" 5	81	157	328	Caronia	" 9	270	230	550
	" 7	392	255	561	Mauretania	" 13	415	353	437
	" 14	352	247	775	Lusitania	" 20	410	369	429
	" 20	131	212	472	Carmania	" 23	129	242	357
	" 22	83	336	379	Campania	" 27	75	150	158
	" 31	251	213	513	Caronia	Aug. 3	179	209	323
	Aug. 4	486	402	851	Mauretania	" 10	248	238	367
	" 11	411	428	874	Lusitania	" 17	195	156	276
	" 17	212	294	759	Carmania	" 20	106	141	222
	" 20	223	361	416	Campania	" 24	44	142	129
	" 25	492	430	1022	Mauretania	" 31	255	162	213
2693	" 30	338	216	1004	Caronia	Sept. 3	74	77	123
	Sept. 1	473	442	1124	Lusitania	" 7	236	154	169
	" 9	377	302	546	Campania	" 14	63	95	141
	" 13	336	221	1077	Carmania	" 17	76	105	162
	" 15	489	439	1122	Mauretania	" 21	263	183	224
	" 22	503	457	1154	Lusitania	" 28	221	141	243
	" 27	304	226	1544	Caronia	Oct. 1	91	96	137
	" 30	332	325	515	Campania	" 5	39	70	188
	Oct. 6	486	474	898	Mauretania	" 12	280	151	229
	" 11	244	271	1228	Carmania	" 15	57	81	138
	" 13	172	455	900	Lusitania	" 19	255	136	270
	" 22	112	415	550	Campania	" 26	53	112	184
	" 29	206	341	833	Caronia	Nov. 2	93	134	187
2694	Nov. 3	377	410	815	Mauretania	" 9	292	142	337
	" 10	347	224	460	Lusitania	" 16	276	137	334
	" 24	395	259	755	Mauretania	" 30	386	230	714
	" 20	132	288	559	Carmania				
	Dec. 2	80	205	475	Campania	Dec. 7	68	199	625
	" 11	129	199	485	Caronia	" 14	88	193	736
	" 16	418	229	533	Mauretania	" 17	356	417	1081
	" 23	343	243	490	Lusitania	" 28	320	169	553
	" 30	81	125	306	Campania				
	65 Trips	15657	17940	52413	Totals	62 Trips	13666	12039	21994

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Table XXIII.

CUNARD LINE.

New York—Mediterranean—Adriatic.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Cont.	III Tot	
Jan. 2	32	139	2557	Caronia	Jan. 8	359	44	291	204	495	..
				Carmania	" 22	391	25	259	98	357	
" 25	23	128	1451	Saxonia	Feb. 5	159	39	154	68	222	
Feb. 3	17	42	1025	Pannonia	" 12	19	2	55	50	105	
" 14	55	154	2397	Caronia	" 19	359	46	110	..	110	2696
Mar. 1	52	236	2276	Carmania	Mar. 5	400	40	176	..	176	
" 18	46	219	1890	Saxonia	" 20	117	12	80	..	80	
" 25	37	209	2156	Carpathia	" 31	143	33	137	260	397	
Apr. 5	16	85	1783	Pannonia	Apr. 14	69	29	54	141	195	
" 21	..	103	2023	Ultonia	" 28	..	44	23	61	84	
May 10	71	183	2203	Carpathia	May 19	230	..	107	272	379	
" 26	24	94	1816	Pannonia	June 2	125	..	59	167	226	
June 8	..	119	2107	Ultonia	" 16	..	91	40	157	197	
" 28	35	244	2247	Carpathia	July 7	285	..	161	310	471	
July 14	27	104	1205	Pannonia	" 19	124	..	81	119	200	
" 29	..	107	924	Ultonia	Aug. 4	..	21	198	115	313	
Aug. 16	90	178	1652	Carpathia	" 25	46	32	92	384	476	
" 31	136	..	1133	Pannonia	Sept. 8	9	12	80	191	271	2697
Sept. 14	..	102	1286	Ultonia	" 22	..	12	164	208	372	
Oct. 5	125	114	1880	Carpathia	Oct. 9	43	26	186	394	580	
				Saxonia	" 20	105	9	331	189	520	
" 21	29	42	943	Pannonia	" 27	14	12	201	163	364	
Nov. 3	..	105	1197	Ultonia	Nov. 10	..	24	265	148	413	
				Carmania	" 26	299	77	1499	697	2196	
" 18	47	241	1752	Carpathia	Dec. 3	25	15	1144	381	1525	
Dec. 3	33	214	1116	Saxonia							
" 10	20	97	781	Pannonia							
" 24	..	110	1034	Ultonia							
" 31	52	205	1096	Carmania							
26 Trips	967	3574	41930	Totals	25 Trips	3321	645	5947	4777	10724	

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Table XXIV.

CUNARD LINE.

Boston—Liverpool.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Feb. 3	28	327	505	Ivernia	Feb. 8	28	69	135
Mar. 11	35	407	1017	Ivernia	Mar. 15	25	91	173
Apr. 7	43	434	1653	Ivernia	Apr. 12	89	142	228
May 5	74	381	1585	Ivernia	May 10	76	165	354
2699 " 19	70	382	1502	Saxonia	" 24	87	239	371
June 2	63	379	1263	Ivernia	June 7	152	223	734
" 16	73	356	1016	Saxonia	" 21	187	211	502
" 30	77	320	803	Ivernia	July 5	185	225	510
July 14	69	298	615	Saxonia	" 19	87	307	359
" 28	122	266	684	Ivernia	Aug. 2	87	173	222
Aug. 11	128	252	788	Saxonia	" 16	36	118	215
" 25	178	232	966	Ivernia	" 30	49	96	153
Sept. 8	206	222	1278	Saxonia	Sept. 13	32	91	132
" 22	187	227	1476	Ivernia	" 27	40	114	181
Oct. 6	164	230	1147	Saxonia				
" 20	108	308	1247	Ivernia	Oct. 25	34	119	209
Nov. 17	63	406	755	Ivernia	Nov. 22	37	64	180
2700				Saxonia	Dec. 9	31	78	341
17 Trips	1688	5427	18300	Totals	17 Trips	1262	2525	4999

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Table XXV.

DOMINION LINE AND WHITE STAR-DOMINION LINE.

MONTREAL, QUEBEC (SUMMER)
PORTLAND (WINTER) LIVERPOOL

Montreal Quebec Portland Arrival	Westbound I	II	III	Steamer	Montreal Quebec Portland Departure	Eastbound I	II	III	
Jan. 1	..	46	439	Canada	Jan. 8	..	82	57	2702
" 24	..	116	312	Dominion	" 29	..	18	25	
Feb. 5	..	107	371	Canada	Feb. 12	..	54	27	
" 24	..	72	276	Dominion	" 28	..	23	13	
Mar. 12	..	322	941	Canada	Mar. 19	..	82	21	
" 27	..	346	619	Dominion	Apr. 2	..	30	15	
Apr. 16	..	476	848	Canada	" 23	..	150	31	
" 27	..	248	1031	Southwark	" 30	..	12	9	
May 2	..	361	620	Dominion	May 7	..	148	31	
" 10	103	546	1090	Laurentic	" 14	163	161	101	
" 17	..	442	1074	Canada	" 21	..	298	48	
" 22	87	504	1121	Megantic	" 28	102	120	133	
" 31	..	338	743	Dominion	June 4	..	238	25	
June 5	105	497	1114	Laurentic	" 11	243	214	173	
" 12	..	390	811	Canada	" 18	..	339	43	2703
" 19	123	263	707	Megantic	" 25	302	244	118	
" 28	..	255	377	Dominion	July 2	..	299	51	
July 3	138	291	634	Laurentic	" 9	236	201	126	
" 11	..	315	533	Canada	" 16	..	280	46	
" 17	116	225	465	Megantic	" 23	149	137	91	
" 26	..	223	356	Dominion	" 30	..	74	33	
" 30	199	315	673	Laurentic	Aug. 6	123	90	106	
Aug. 7	..	394	354	Canada	" 13	..	139	32	
" 13	187	351	479	Megantic	" 19	119	46	572	
" 22	..	316	301	Dominion	" 27	..	85	47	
" 28	336	258	791	Laurentic	Sept. 2	68	116	110	

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Sept.	5	..	454	397	Canada	" 10	..	138	44
"	11	355	253	537	Megantic	" 16	95	57	92
"	19	..	307	310	Dominion	" 24	..	57	37
"	24	314	272	798	Laurentic	" 30	63	74	192
Oct.	3	..	430	564	Canada	Oct. 8	..	94	54
"	9	188	413	677	Megantic	" 15	58	93	116
"	18	..	321	274	Dominion	" 22	..	68	56
"	22	133	305	470	Laurentic	" 29	73	105	171
"	31	..	304	309	Canada	Nov. 5	..	93	102
Nov.	6	87	153	374	Megantic	" 12	63	81	234
"	16	..	160	190	Dominion	" 20	..	80	121
2705 "	25	27	110	247	Laurentic	Dec. 3	44	86	430
Dec.	2	..	98	139	Canada	" 10	..	142	210
"	19	..	133	189	Dominion	" 24	..	21	28
40 Trips		2498	11730	22555	Totals	40 Trips	1901	4869	3971

Table XXVI.

DONALDSON LINE.

MONTEAL (SUMMER)
ST. JOHN, N. B. (WINTER)
GLASGOW

Monteal St. John Arrival	Westbound II	III	Steamer	Montreal St. John Departure	Eastbound II	III
2706			Pythia	Jan. 8	1	..
Jan. 8	..	1	Salacia	" 14	1	1
" 16	..	6	Lakonia	" 23	..	1
" 25	66	103	Athenia	Feb. 3	9	21
Feb. 12	3	7	Salacia	" 21	1	1
" 27	57	118	Cassandra	Mar. 3	6	22
Mar. 5	..	5	Lakonia	" 11	1	1
" 8	126	202	Athenia	" 17	14	18
" 21	1	9	Kastalia	" 25	..	1
" 23	4	4	Salacia			
Apr. 5	248	861	Cassandra	Apr. 14	18	9
" 27	270	355	Athenia	May 5	61	17
			Salacia	" 12	3	4

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May	11	251	825	Cassandra	" 19	106	18
"	19	6	4	Lakonia	" 26	..	..
"	30	271	347	Athenia	June 9	146	17
				Salacia	" 16	2	1
June	13	239	573	Cassandra	" 23	211	13
"	21	231	281	Saturnia	" 30	214	23
"	30	2	..	Lakonia	July 7	1	..
July	1	221	172	Athenia	" 14	84	27
"	14	1	..	Salacia	" 21	2	..
"	18	125	116	Cassandra	" 28	40	19
"	24	125	156	Saturnia	Aug. 4	42	22
Aug.	4	2	..	Lakonia	" 11	1	..
"	8	242	172	Athenia	" 18	26	10
"	16	4	..	Salacia			
"	23	222	146	Cassandra	Sept. 1	17	24
"	29	232	177	Saturnia	" 8	25	13
Sept.	8	2	..	Lakonia			
"	12	234	167	Athenia	" 22	32	16
"	26	230	132	Cassandra	Oct. 6	18	20
Oct.	3	253	177	Saturnia	" 13	15	5
"	14	6	..	Lakonia	" 20	1	..
"	18	191	188	Athenia	" 27	31	23
"	30	2	..	Parthenia	Nov. 3	4	..
Nov.	1	85	168	Cassandra	" 10	7	43
"	9	122	102	Saturnia	" 17	39	31
"	28	79	155	Athenia	Dec. 8	22	45
Dec.	5	85	56	Cassandra	" 13	30	38
"	22	1	11	Lakonia			
"	29	5	..	Salacia			
39 Trips		4244	5796	Totals	37 Trips	1231	504

2708

2709

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Table XXVII.

FABRE LINE.

New York—Mediterranean.

	Westbound							Eastbound						
	N. Y. Arrival	I	II	III			Steamer	N. Y. Departure	I	II	III		
				Ital. Grks.	M'les. Az.	Tot.					Ital. Grks.	M'les. Az.	Tot.
							Madonna	Jan. 5	8	..	330	..	330
2711	Jan. 15	..	..	5	..	5	Gallia						
	" 22	7	..	192	..	192	Germania	" 29	14	..	58	..	58
	" 28	9	..	324	..	324	Roma	Feb. 5	2	..	73	..	73
	Feb. 7	6	..	372	..	372	Venezia	" 15	28	..	47	..	47
	" 28	6	..	769	..	769	Madonna	Mar. 5	8	..	72	..	72
	Mar. 15	4	..	881	..	881	Roma						
	" 22	17	..	1460	55	1515	Venezia	" 30	42	..	60	..	60
	" 30	4	..	889	..	889	Germania	Apr. 6	3	..	77	..	77
	Apr. 11	5	..	1175	..	1175	Madonna	" 19	33	..	52	..	52
	" 27	13	..	984	..	984	Roma	May 4	24	..	112	..	112
	May 2	18	..	34	190	224	Massilia						
	" 9	25	..	1416	36	1452	Venezia	" 14	47	..	92	..	92
	" 18	10	..	870	..	870	Germania	" 25	34	..	86	..	86
	" 27	18	..	861	97	958	Madonna	June 4	37	..	141	..	141
2712	June 13	36	..	774	95	869	Roma	" 18	44	..	104	..	104
	" 22	23	..	850	75	925	Venezia	" 29	60	..	102	..	102
	" 27	..	..	109	2	111	Massilia						
	July 4	3	..	386	..	386	Germania	July 9	32	..	88	..	88
	" 12	15	..	728	47	775	Madonna	" 21	38	..	276	..	276
	" 26	14	..	600	..	600	Roma	" 30	14	..	346	55	401
	Aug. 6	18	..	553	99	652	Venezia	Aug. 11	9	..	211	..	211
	" 14	6	..	231	..	231	Germania	" 20	3	..	..	91	91
	" 17	55	165	1161	65	1226	Sant' Anna	" 25	32	53	519	..	519
	" 29	39	..	498	..	498	Mandonna	Sept. 3	8	..	441	..	441
	Sept. 6	2	..	1	..	1	Massilia						

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"	7	51	..	654	76	730	Roma	"	14	4	..	50	37	87
"	18	59	..	313	..	313	Venezia	"	24	8	..	234	..	234
"	26	31	..	319	..	319	Germania	Oct.	3	2	..	336	..	336
Oct.	3	71	150	1072	..	1072	Sant' Anna	"	12	25	14	296	..	296
"	9	26	..	4	4	8	Madonna	"	15	14	..	292	45	337
"	21	36	..	37	166	203	Roma	"	27	3	..	625	..	625
Nov.	1	5	..	256	17	273	Venezia	Nov.	10	14	1	821	..	821
"	9	5	..	50	38	88	Germania	"	17	3	..	945	70	1015
"	13	26	2	152	..	152	Sant' Anna	"	22	33	9	727	9	736
"	26	18	..	751	58	809	Madonna	Dec.	3	11	..	1164	..	1164
Dec.	6	11	..	457	16	473	Roma	"	10	1	..	560	..	560
"	22	9	..	515	..	515	Venezia	"	28	32	..	408	42	450
"	28	19	..	150	26	176	Germania							
38 Trips		720	317	20853	1162	22015	Totals	33 Trips		670	77	9745	349	10094

2714

NOTE: Eastbound third-class figures do not include consular passengers, of which there were a total of 414 on sundry voyages during the year.

FABRE LINE.

BOSTON—MEDITERRANEAN.

Steamer	Boston Departure	Eastbound I	II	III Ital.	III Az.	III Tot.
Sant' Anna	Nov. 24	1	21	922	84	1006

2715

NOTE: Eastbound third-class figures do not include 27 consular passengers.

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Table XXVIII.

GREEK LINE.

(HELLENIC TRANS-ATLANTIC STEAM NAV. CO., LTD.)

NEW YORK—GREECE.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 4	39	..	445	Themistocles	Jan. 9	..	24	237
" 23	42	..	550	Athinai	" 29	23	43	181
Mar. 12	28	..	768	Themistocles	Mar. 17	1	48	155
2717 " 28	75	..	1426	Athinai	Apr. 5	43	..	218
Apr. 30	73	..	1021	Themistocles	May 13	3	32	108
May 31	120	..	928	Athinai	June 7	32	..	180
June 30	67	..	829	Themistocles	July 6	38	..	249
July 26	136	..	834	Athinai	Aug. 4	50	..	307
Aug. 25	152	..	675	Themistocles	" 28	3	17	239
Sept. 21	..	215	1339	Athinai	Sept. 30	29	58	535
Oct. 19	110	67	972	Themistocles	Oct. 29	7	25	486
Nov. 11	203	51	1089	Athinai	Nov. 17	32	54	720
Dec. 18	74	45	563	Themistocles	Dec. 20	19	26	472
13 Trips	1119	378	11439	Totals	13 Trips	280	327	4087

Table XXIX.

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HAMBURG-AMERICAN LINE.

EXPRESS, S. S. "DEUTSCHLAND," NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
May 18	67	68	255	Deutschland	May 28	245	216	303
June 23	148	113	247	Deutschland	July 2	421	301	306
Sept. 6	472	326	254	Deutschland	Sept. 14	53	64	313
Oct. 1	456	322	264	Deutschland	Oct. 8	74	52	330
4 Trips	1143	829	1020	Totals	4 Trips	793	633	1252

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Table XXX.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				K. Auguste Victoria	Jan. 5	258	109	336
				Pennsylvania	" 8	17	38	71
Jan. 8	8	105	1378	Graf Waldersee	" 15	18	52	509
" 15	..	..	581	Pretoria	" 22	..	..	10
" 17	48	121	1146	Bluecher				
" 21	18	132	956	President Lincoln	" 29	75	64	584
" 24	55	155	933	Cincinnati				
" 29	40	148	1283	President Grant	Feb. 5	71	63	733
Feb. 1	216	247	1949	Amerika	" 12	168	75	365
" 18	..	144	1899	Pennsylvania	" 24	..	56	61
" 19	18	161	974	Graf Waldersee	" 26	15	68	108
" 22	180	344	1810	K. Auguste Victoria	Mar. 5	212	111	706
Mar. 4	33	276	2954	President Lincoln	" 12	53	103	299
" 10	41	251	2942	President Grant	" 19	88	80	225
" 12	105	435	1961	Amerika	" 26	181	129	414
" 25	..	301	2400	Pretoria	Apr. 2	..	141	72
" 30	..	..	985	Pisa				
" 31	24	283	1819	Graf Waldersee	" 9	46	142	154
Apr. 4	233	433	1812	K. Auguste Victoria	" 16	394	220	822
				Bluecher	" 21	85	90	32
" 13	73	306	1786	President Lincoln	" 23	201	181	259
				Cincinnati	" 28	270	293	310
" 23	169	288	1774	Amerika	" 30	448	253	374
" 20	49	311	2295	President Grant	May 4	228	258	389
May 5	..	390	2355	Pennsylvania	" 11	..	496	206
" 12	17	251	1323	Graf. Waldersee	" 18	72	259	270
" 14	175	312	1106	K. Auguste Victoria	" 21	534	283	494
" 18	12	187	703	Bluecher	" 25	178	259	104
" 26	48	231	1954	President Lincoln	June 1	268	354	577
				Oceana	" 2	75	..	..

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2721

	"	28	246	199	1522	Amerika	"	4	475	309	362
	June	1	47	264	1556	President Grant	"	8	251	339	395
	"	5	135	179	1116	Cincinnati	"	11	276	350	253
	"	10	..	216	1012	Pennsylvania	"	15	..	503	92
	"	12	130	184	934	Cleveland	"	18	272	370	610
	"	17	19	166	764	Graf Waldersee	"	23	168	189	196
	"	18	423	257	1389	K. Auguste Victoria	"	25	582	368	339
	"	23	35	123	874	Bluecher	"	29	239	251	96
	"	30	95	251	1302	President Lincoln	July	6	247	356	529
	July	2	298	196	1068	Amerika	"	9	433	216	516
	"	7	65	191	858	President Grant	"	13	236	175	299
	"	10	140	202	809	Cincinnati	"	16	248	278	315
2723	"	15	..	253	667	Pennsylvania	"	20	..	257	77
	"	17	173	306	853	Cleveland	"	23	256	192	290
	"	23	430	337	1845	K. Auguste Victoria	"	30	387	282	679
	Aug.	4	265	365	2214	President Lincoln	Aug.	10	146	153	333
	"	6	474	350	1062	Amerika	"	13	140	147	448
	"	12	113	320	580	Graf Waldersee	"	18	20	63	1709
	"	14	252	589	743	Cincinnati	"	20	180	183	209
	"	21	..	88	47	Allemannia					
	"	25	..	631	1366	Pennsylvania	"	31	..	265	87
	"	27	590	396	1371	K. Auguste Victoria	Sept.	3	225	181	754
	"	31	238	259	541	Bluecher	"	7	26	45	111
	Sept.	2	..	471	..	Patricia					
	"	5	276	646	767	Cleveland	"	10	111	127	270
2724	"	8	249	426	1199	President Lincoln	"	14	50	52	154
	"	9	476	371	1023	Amerika	"	17	94	69	320
	"	13	..	..	28	Pisa					
	"	14	256	443	1238	President Grant	"	21	81	58	310
	"	17	288	599	947	Cincinnati	"	24	103	76	295
	"	22	..	624	839	Graf Waldersee	"	29	..	94	97
	"	25	..	128	..	Prinz Oskar					
	"	25	592	397	1611	K. Auguste Victoria	Oct.	1	185	102	572
	"	29	..	649	599	Pennsylvania	"	5	..	106	159
	Oct.	5	..	569	..	Pretoria					
	"	5	244	264	1125	Bluecher	"	12	31	31	116
	"	9	259	652	1139	Cleveland	"	15	76	63	98

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"	13	..	..	28	Pallanza				
"	13	236	443	1260	President Lincoln	"	19	54	57	223
"	15	437	349	1035	Amerika	"	22	167	80	437
"	20	227	434	1069	President Grant	"	26	61	67	162
					Moltke	"	29	19	28	93
"	23	225	571	733	Cincinnati					
"	30	528	416	1597	K. Auguste Victoria	Nov.	5	245	118	722
Nov.	3	..	632	877	Pennsylvania	"	12	..	112	1763
"	7	..	204	616	Patricia					
"	12	88	289	1110	Bluecher	"	19	20	44	150
"	14	314	356	1200	Amerika	"	24	181	102	2039
"	22	144	364	1377	Cleveland					
"	24	..	..	614	Batavia	Dec.	3	..	50	81
"	28	298	370	1874	K. Auguste Victoria	"	10	281	233	646
Dec.	2	..	..	99	Barcelona					
"	7	95	321	1869	President Grant	"	17	36	47	382
"	12	..	..	660	Pretoria					
"	16	..	208	1200	Pennsylvania	"	22	..	50	1390
"	20	295	286	1507	Amerika					
"	26	..	..	28	Arcadia					
"	28	91	182	1411	President Lincoln					
82 Trips		11348	23798	96250	Totals	71 Trips		10557	11415	27662

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Table XXXI.

HAMBURG-AMERICAN LINE.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Hamburg	Jan. 6	76	18	120
	Jan. 17	31	51	240	Moltke				
					Cincinnati	" 29	373	..	..
2729	Feb. 9	32	40	405	Hamburg	Feb. 15	85	25	54
	Mar. 19	..	10	1020	Batavia	Mar. 25	..	4	11
	" 26	28	127	1034	Hamburg	" 29	145	22	101
					Moltke	Apr. 19	241	99	234
	Apr. 20	124	193	962	Cincinnati				
	May 2	..	56	1484	Batavia	May 5	..	25	149
	" 2	62	138	1017	Hamburg	" 10	196	45	226
	" 23	50	189	1115	Moltke	" 31	286	98	344
	June 10	..	16	1380	Batavia	June 14	..	177	204
	" 13	37	84	701	Hamburg	" 21	212	129	295
	July 4	12	45	1032	Moltke	July 12	152	77	543
	Aug. 2	76	123	1130	Hamburg	Aug. 9	38	25	706
	" 22	124	215	1087	Moltke	" 30	30	18	258
2730	Sept. 13	208	106	964	Hamburg				
	Oct. 2	238	153	987	Moltke	Sept. 20	24	12	431
					Cincinnati	Nov. 3	83	39	803
	Nov. 19	39	163	957	Hamburg				
					Cleveland	Dec. 3	125	35	1077
	Dec. 20	79	87	954	Cincinnati				
	17 Trips	1140	1796	16469	Totals	17 Trips	2066	848	5556

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 162 on sundry voyages during the year.

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Table XXXII.

HAMBURG-AMERICAN LINE.

HAMBURG—HALIFAX.

Halifax Westbound		
Arrival	III	Steamer
Apr. 28	624	Pallanza
May 6	348	Badenia
" 27	231	Pisa
3 Trips	1203	Totals

2732

Table XXXIII.

HAMBURG-AMERICAN LINE.

PHILADELPHIA—HAMBURG.

Phila.	Westbound			Phila.	Eastbound	
Arrival	II	III	Steamer	Departure	II	III
Nov. 10	31	567	Graf Waldersee	Nov. 17	16	107
" 25	25	390	Prinz Oskar	" 30	5	34
Dec. 26	53	458	Graf Waldersee			
3 Trips	109	1415	Totals	2 Trips	21	141

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Table XXXIV.

HOLLAND-AMERICAN LINE.

NEW YORK—ROTTERDAM.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Ryndam	Jan. 4	13	43	104
Jan. 15	30	182	421	Potsdam	" 19	19	48	96
" 26	25	200	536	Noordam	Feb. 1	29	40	89
Feb. 2	12	104	316	Statendam	" 8	8	26	56
2735 " 17	21	330	670	Potsdam	" 22	23	31	110
Mar. 3	28	388	799	Noordam	Mar. 8	33	53	181
" 15	20	391	1157	Ryndam	" 22	9	56	121
" 21	13	359	745	Potsdam	" 29	32	35	148
" 28	71	591	670	New Amsterdam	Apr. 5	97	117	570
Apr. 5	17	348	377	Noordam	" 12	45	63	306
" 11	70	284	676	Rotterdam	" 19	247	136	351
" 18	46	321	941	Ryndam	" 26	101	108	154
" 26	32	300	1243	Potsdam	May 3	67	72	196
May 2	48	261	1045	New Amsterdam	" 10	272	176	271
" 9	33	301	792	Noordam	" 17	136	117	243
" 16	90	195	827	Rotterdam	" 24	447	328	379
" 24	22	339	861	Ryndam	" 31	197	175	186
2736 " 30	41	310	1061	Potsdam	June 7	225	150	188
June 6	91	273	1780	New Amsterdam	" 14	352	307	289
" 14	64	379	1558	Noordam	" 21	238	200	207
" 20	75	200	1312	Rotterdam	" 28	505	384	399
" 27	53	251	772	Ryndam	July 5	219	166	214
July 5	26	256	1033	Potsdam	" 12	207	106	245
" 11	130	245	1264	New Amsterdam	" 19	323	212	304
" 25	92	418	1684	Noordam	Aug. 2	147	107	152
Aug. 1	311	345	1053	Rotterdam	" 9	201	112	374
" 9	177	349	922	Ryndam	" 16	62	61	107
" 15	98	327	784	Potsdam	" 23	48	37	344
" 21	344	371	830	New Amsterdam	" 30	87	87	255
" 28	232	353	783	Noordam	Sept. 6	25	55	259

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Sept.	4	518	565	937	Rotterdam	"	13	89	68	367
"	12	232	420	819	Ryndam	"	20	32	79	361
"	19	227	303	820	Potsdam	"	27	27	35	261
"	25	337	404	871	New Amsterdam	Oct.	4	113	139	469
Oct.	3	212	421	642	Noordam	"	11	26	42	187
"	9	495	571	723	Rotterdam	"	18	69	52	455
"	18	145	273	322	Ryndam	"	25	11	46	173
"	25	104	279	337	Potsdam	Nov.	1	23	35	346
"	31	248	328	474	New Amsterdam	"	8	68	65	179
Nov.	8	58	267	343	Noordam	"	15	17	39	256
"	14	201	214	421	Rotterdam	"	22	79	30	267
"	23	37	264	404	Ryndam	"	29	24	31	238
"	29	52	189	478	Potsdam	Dec.	6	19	48	400
Dec.	5	82	176	473	New Amsterdam	"	10	59	127	167
"	13	41	167	350	Noordam	"	20	23	44	331
"	28	21	231	578	Ryndam					
45 Trips		5322	14043	35814	Totals	45 Trips		5093	4488	11365

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Table XXXV.

ITALIA.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 21	16	..	255	Ancona	Jan. 27	33	..	79
	Feb. 18	57	..	278	Verona	Feb. 24	7	..	111
	Mar. 2	24	..	494	Ancona	Mar. 9	11	..	149
2741	" 20	54	..	1014	Taormina	" 26	13	..	40
	Apr. 1	52	..	1066	Verona	Apr. 7	58	..	236
	" 12	41	..	1199	Ancona	" 20	29	..	74
	" 26	51	..	1389	Taormina	May 4	27	..	104
	May 10	106	..	1139	Verona	" 18	52	..	111
	" 24	68	..	897	Ancona	June 1	31	..	127
	June 9	49	..	530	Taormina	" 16	36	..	138
	" 24	42	..	305	Verona	" 30	90	..	130
	July 13	50	..	359	Ancona	July 18	52	..	176
	" 29	56	..	331	Taormina	Aug. 4	63	..	554
	Sept. 1	51	59	332	Verona	Sept. 8	3	32	254
	" 20	9	87	199	Ancona	" 29	..	14	214
	Oct. 22	20	78	690	Taormina	Oct. 31	5	30	362
2742	Dec. 2	12	80	513	Taormina	Dec. 8	..	35	920
	17 Trips	758	304	10990	Totals	17 Trips	510	111	3779

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ITALIA.

PHILADELPHIA—MEDITERRANEAN.

Phila. Arrival	Westbound I	II	III	Steamer	Phila. Departure	Eastbound I	II	III
Jan. 23	4	..	224	Ancona	Jan. 26	2	..	78
Feb. 19	18	..	318	Verona	Feb. 23	..	..	44
Mar. 4	7	..	480	Ancona	Mar. 8	9	..	62
" 22	14	..	882	Taormina	" 25	4	..	22
Apr. 2	14	..	706	Verona	Apr. 6	5	..	49
" 13	16	..	980	Ancona	" 19	6	..	68
" 27	31	..	943	Taormina	May 3	12	..	90
May 11	52	..	906	Verona	" 17	2	..	68
" 25	13	..	561	Ancona	" 31	30	..	91
June 10	21	..	545	Taormina	June 15	22	..	118
" 25	51	..	422	Verona	" 29	28	..	127
July 14	16	..	338	Ancona	July 17	6	..	190
" 30	24	..	418	Taormina	Aug. 3	18	..	179
Sept. 2	7	31	751	Verona	Sept. 7	..	..	273
" 21	4	12	438	Ancona	" 28	2	6	225
Oct. 25	6	27	328	Taormina	Oct. 30	4	..	280
Dec. 3	42	..	864	Taormina	Dec. 7	2	6	973
17 Trips	340	70	10104	Totals	17 Trips	152	12	2937

2744

2745

NOTE: Eastbound third-class figures do not include consular passengers, of which there were a total of 331 on sundry voyages during the year.

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Table XXXVI.

LA VELOCE.

NEW YORK—MEDITERRANEAN.

	N.Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III
	Jan. 11	51	473	America	Jan. 18	48	256
	" 27	62	327	Europa	Feb. 1	30	58
	Feb. 9	47	421	Oceania	" 15	16	80
	" 25	90	604	America	Mar. 1	16	90
2747	Mar. 10	100	1343	Europa	" 15	6	74
	" 24	125	2143	Oceania	" 29	60	60
	Apr. 5	74	1527	America	Apr. 12	51	124
	" 22	75	1678	Europa	" 26	42	134
	May 4	117	2139	Oceania	May 10	63	87
	" 15	122	1786	America	" 24	71	195
	" 31	106	1140	Europa	June 7	93	235
	June 10	149	800	Oceania	" 21	135	87
	" 28	92	728	America	July 5	121	304
	July 14	118	549	Europa	" 19	62	332
	Aug. 2	199	746	Oceania	Aug. 9	74	285
	" 25	106	541	Europa	" 30	22	269
	Sept. 6	144	645	America	Sept. 13	35	417
2748	" 21	189	686	Oceania	" 28	22	281
	Oct. 25	93	472	Europa	Oct. 29	41	610
	Dec. 4	96	1240	Europa	Dec. 7	19	787
	" 21	162	532	America	" 31	40	233
	21 Trips	2317	20520	Totals	21 Trips	1067	4998

NOTE: Eastbound third-class figures do not include consular passengers, of which there were a total of 341 on sundry voyages during the year.

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LA VELOCE.

PHILADELPHIA—MEDITERRANEAN.

Phila. Arrival	Westbound I	III	Steamer	Phila. Departure	Eastbound I	III
Dec. 23	12	95	America	Dec. 29	10	173

NOTE: Eastbound third-class not including 40 consular passengers.

Table XXXVII.

LEYLAND LINE.

2750

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	Steamer	Boston Departure	Eastbound I	II
			Devonian	May 4	37	..
May 18	7	..	Cestrian	" 25	22	..
" 31	9	..	Devonian	June 8	116	
June 9	6	..	Winifredian	" 18	132	..
" 14	7	..	Canadian	" 22	66	..
" 21	18	..	Bohemian	" 29	86	..
July 4	35	..	Devonian	July 13	133	..
" 21	7	..	Caledonian			
Aug. 4	1	..	Iberian			
" 16	76	..	Winifredian			2751
Sept. 7	145	..	Devonian			
" 13	96	..	Canadian	Sept. 21	47	..
" 19	131	..	Winifredian	" 28	11	..
" 28	8	..	Iberian			
Oct. 6	68	..	Bohemian	Oct. 12	22	..
" 11	68	..	Devonian	" 19	9	..
" 25	38	..	Winifredian	Nov. 3	6	..
Nov. 8	6	..	Bohemian	" 16	..	7
" 16	6	..	Devonian	" 23	..	11
" 30	..	20	Winifredian	Dec. 7	..	13
Dec. 14	..	9	Bohemian	" 21	..	20
" 21	..	30	Devonian	" 29	..	33
21 Trips	732	59	Totals	17 Trips	687	84

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Table XXXVIII.

LEYLAND LINE.

NEW ORLEANS—LIVERPOOL, LONDON, HAVRE, ETC.

	N. O. Arrival	Westbound I	Steamer	N. O. Eastbound Departure	I
			*Atlantian	Jan. 12	3
	Jan. 9	14	*Asian		
	" 3	9	‡Colonian*	" 28	1
			‖Etonian	Feb. 11	3
	" 20	1	‡Jamaican		
2753	Feb. 6	3	‡Tampican		
	" 7	27	*Antillian		
	Mar. 8	16	*Atlantian	Mar. 25	7
	" 28	3	*Colonian	Apr. 3	8
	Apr. 2	14	*Asian		
	" 8	3	‡Tampican		
			*Californian	" 10	8
			*Canadian	May 4	43
			*Victorian	" 22	4
	May 4	8	*Indian		
			‖Antillian	June 11	7
	" 26	4	*Atlantian	" 11	29
			*Median	" 23	9
			†Colonian	" 29	14
2754	June 6	1	†Oxonian		
	" 25	5	*Alexandrian		
			†Californian	July 18	15
	July 23	3	†Kingstonian		
	Aug. 18	14	*Cuban		
	Sept. 13	54	*Cestrian	Sept. 29	1
	" 27	12	†Kingstonian		
	Oct. 14	36	*Asian		
			*Median	Oct. 18	4
	" 31	14	†Etonian		
	Nov. 7	27	*Cestrian	Nov. 15	2
	" 10	119	*Canadian	" 22	10
			*Antillian	" 26	1

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Dec. 14	8	*Californian			
" 24	1	*Belgium			
		*Cestrian	Dec. 31	2	
23 Trips	396	Totals	19 Trips	171	

*Liverpool †London. ||Bremen. ‡Antwerp.

Table XXXIX.

LLOYD ITALIANO.

NEW YORK—MEDITERRANEAN.

2756

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 30	16	..	427	Luisiana	Feb. 3	10	..	96
Feb. 26	24	..	656	Virginia	Mar. 3	1	..	162
Mar. 13	22	..	880	Florida	" 17	1	..	68
" 21	11	..	727	Luisiana	" 26	1	..	57
Apr. 3	8	..	1188	Virginia	Apr. 9	8	..	218
" 16	23	..	1182	Indiana	" 23	10	..	141
" 24	24	..	1316	Florida	" 28	8	..	149
May 2	14	..	1265	Luisiana	May 7	9	..	159
" 13	21	..	957	Virginia	" 17	8	..	163
" 26	64	..	1044	Mendoza	" 31	52	..	162
June 6	27	..	495	Florida	June 14	22	..	173
" 18	10	..	515	Luisiana	" 21	13	..	131
July 7	55	..	622	Mendoza	July 12	47	..	334
Aug. 6	18	..	650	Luisiana	Aug. 11	5	..	421
" 31	20	28	704	Mendoza	Sept. 8	7	..	437
Sept. 20	19	..	382	Luisiana	" 27	2	..	608
Oct. 4	21	..	556	Virginia	Oct. 13	8	..	527
Nov. 2	11	..	226	Luisiana	Nov. 19	11	..	1263
Dec. 7	21	..	505	Indiana	Dec. 10	..	..	583
" 23	53	..	424	Mendoza	" 27	2	1	728
20 Trips	482	28	14721	**Totals**	20 Trips	225	1	6580

2757

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 353 on sundry voyages during the year.

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Table XL.

LLOYD SABAUDO.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III Ital.	III Az.	Steamer	N. Y. Departure	Eastbound I	II	III Ital.	III Az.
	Jan. 24	50	..	344	..	Re d'Italia	Feb. 1	12	..	119	..
	Feb. 11	51	..	313	..	Regina d'Italia	" 15	15	..	83	..
	" 19	17	..	165	..	Prin. di Piemonte	" 26	11	..	125	..
2759	Mar. 10	63	..	984	..	Re d'Italia	Mar. 12	28	..	124	..
	" 21	33	..	1166	..	Regina d'Italia	" 28	6	..	61	..
	Apr. 3	33	..	1077	..	Prin. di Piemonte	Apr. 9	28	..	229	..
	" 19	76	..	1745	..	Re d'Italia	" 25	31	..	167	..
	" 23	104	..	1591	..	Regina d'Italia	May 9	29	..	91	..
	May 16	99	..	988	..	Prin. di Piemonte					
	June 3	71	..	730	65	Re d'Italia	June 9	117	..	240	77
	" 24	13	89	948	..	Tomaso di Savoia	" 30	175	136	296	..
	July 18	79	..	678	31	Re d'Italia	July 23	54	55	509	..
	Aug. 18	108	..	639	..	Regina d'Italia	Aug. 25	26	..	313	..
	Sept. 9	143	..	528	..	Prin di Piemonte	Sept. 9	18	..	247	..
	" 16	123	..	563	..	Re d'Italia	" 22	20	..	464	..
	Oct. 15	114	..	381	..	Regina d'Italia	Oct. 22	24	..	657	..
2760	Nov. 1	124	..	947	..	Re d'Italia	Nov. 5	27	..	976	..
	Dec. 1	94	..	729	..	Regina d'Italia	Dec. 7	5	5	748	..
	" 21	103	..	452	..	Re d'Italia	" 29	1	11	311	..
	19 Trips	1498	89	14968	96	Totals	18 Trips	627	207	5760	77
				96						77	
				15064		Grand Totals				5837	

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 245 on sundry voyages during the year.

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LLOYD SABAUDO.

BOSTON—MEDITERRANEAN.

Steamer	Boston Departure	I	Eastbound II	III Ital.	III Grks.	III Az.	III Tot.
Re d'Italia	July 24	19	18	367	261		628
Prin. di Piemonte	Sept. 10	10	..	221	137		358
Totals	2 Trips	29	18	588	398		986

2762

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 35 on sundry voyages during the year.

Table XLI.

NATIONAL GREEK LINE.

(NATIONAL STEAM NAVIGATION CO. LTD. OF GREECE.)

NEW YORK—GREECE.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 5	1	48	552	Patris	Jan. 11	..	56	236
Mar. 17	9	101	1094	Patris	Mar. 24	9	60	296
Apr. 27	..	115	1097	Patris	May 3	15	43	193
June 8	..	119	1088	Patris	June 12	33	52	197
July 19	..	114	780	Patris	July 23	28	63	321
Aug. 27	..	113	1091	Patris	Sept. 3	31	45	355
Oct. 8	..	79	1059	Patris	Oct. 13	35	55	609
Nov. 21	..	111	752	Patris	Nov. 28	20	49	712
8 Trips	10	800	7513	Totals	8 Trips	171	423	2919

2763

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Table XLII.

NAVIGAZIONE GENERALE ITALIANA.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Duca degli Abruzzi	Jan. 11	15	4	118
	Jan. 15	..	23	373	Lazio	" 22	..	..	91
	" 31	18	37	846	Duca di Genoa	Feb. 9	9	19	177
	Feb. 15	11	27	393	Duca degli Abruzzi	" 19	9	28	126
	Mar. 2	10	37	1398	Duca D'Aosta	Mar. 5	9	27	126
2765					Sannio	" 16	..	..	3
	" 14	11	39	1489	Duca di Genoa	" 19	29	31	101
	" 28	9	36	1523	Duca degli Abruzzi	Apr. 2	26	40	248
					Lombardia	" 5	..	10	120
	Apr. 12	13	38	1536	Duca D'Aosta	" 16	56	42	149
					Lazio	" 28	..	..	11
	" 26	7	37	1521	Duca di Genoa	" 30	52	41	225
	May 8	21	36	1502	Duca degli Abruzzi	May 14	61	42	245
	" 14	..	54	598	Lombardia	" 19	..	24	64
	" 24	38	31	1467	Duca D'Aosta	" 28	68	35	206
	June 6	23	38	1070	Duca di Genoa	June 11	76	30	202
	" 21	17	36	802	Duca degli Abruzzi	" 25	81	40	436
	July 4	20	38	853	Duca D'Aosta	July 9	73	38	270
2766	" 25	38	37	880	Duca di Genoa	" 30	46	39	621
	Aug. 16	26	37	788	Duca degli Abruzzi	Aug. 20	36	43	712
					Sannio	" 23	..	..	13
	" 27	87	28	496	Duca D'Aosta	Sept. 3	21	39	443
	Sept. 14	68	42	511	Duca di Genoa	" 20	31	39	469
	" 27	80	35	845	Duca degli Abruzzi	Oct. 1	24	37	404
	Oct. 10	49	37	435	Duca D'Aosta	" 15	23	38	407
	Nov. 7	73	35	1171	Duca degli Abruzzi	Nov. 12	28	44	1327
	" 21	31	41	777	Duca D'Aosta	" 26	31	42	1355
					Lazio	" 29	..	3	424
	Dec. 6	24	39	987	Duca di Genoa	Dec. 10	12	45	995
	" 21	21	36	898	Duca degli Abruzzi	" 29	16	39	679
	24 Trips	695	874	23159	Totals	30 Trips	832	859	10767

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 437 on sundry voyages during the year.

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Table XLIII.

NAVIGAZIONE GENERALE ITALIANA.

BOSTON—MEDITERRANEAN.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound II	III Ital.	III Az.	Total
				Lazio	Jan. 25	4	86	19	105
Feb. 2	2	1	128	Duca di Genoa					
Mar. 2	..	12	110	Sannio	Mar. 19	12	29	25	54
" 24	..	37	720	Lombardia					
Apr. 19	..	31	1594	Lazio	Apr. 29	26	112	36	148
May 6	..	50	1709	Sannio					
June 14	..	44	689	Lazio					
Aug. 14	..	55	379	Sannio	Aug. 25	16	298	68	366
Oct. 9	..	49	401	Sannio	Oct. 18	23	120		
Nov. 21	..	55	273	Lazio	Dec. 1	14	869	47	916
9 Trips	2	334	6003	Totals	6 Trips	82	1867	295	2162

2768

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 156 on sundry voyages during the year.

2769

NAVIGAZIONE GENERALE ITALIANA.

PHILADELPHIA—MEDITERRANEAN.

Steamer	Phila. Departure	Eastbound II	III
Sannio	May 21	1	15
Lazio	July 2	19	5
Totals	2 Trips	20	20

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Table XLIV.

NAVIGAZIONE GENERALE ITALIANA.

New Orleans—Mediterranean.

N. O. Arrival	Westbound I	III	Steamer	N. O. Departure	Eastbound I	III		
Feb. 22	18	124	Liguria	Mar. 2	21	178		
May 12	52	267	Liguria	May 21	43	342		
Oct. 7	58	573	Liguria	Oct. 18	10	473	100	573
2771								
3 Trips	128	964	Totals	3 Trips	87	640		

Table XLV.

NORTH GERMAN LLOYD.

Express Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Kaiser Wilhelm II	Jan. 4	279	70	213
Jan. 19	157	185	594	Kronprinz Wilhelm	" 25	189	108	278
2772 Feb. 2	132	186	725	K. Wm. der Grosse	Feb. 8	170	77	311
Mar. 4	132	223	740	K. Wm. der Grosse	Mar. 8	73	90	823
" 16	155	187	698	Kronprinzessin Cecilie	" 22	231	89	468
" 30	235	226	701	Kaiser Wilhelm II	Apr. 5	335	166	758
Apr. 13	101	213	910	K. Wm. der Grosse	" 19	166	145	677
" 19	298	146	696	Kronprinzessin Cecilie	" 26	516	156	364
" 27	97	122	841	Kronprinz Wilhelm	May 3	218	198	609
May 4	343	179	691	Kaiser Wilhelm II	" 10	426	231	501
" 11	100	140	775	K. Wm. der Grosse	" 17	179	183	416
" 17	264	146	679	Kronprinzessin Cecilie	" 24	485	274	370
" 25	103	150	514	Kronprinz Wilhelm	" 31	214	175	490

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June 1	241	186	695	Kaiser Wilhelm II	June 7	499	251	454
" 8	189	170	683	K. Wm. der Grosse	" 14	260	285	422
" 15	284	217	484	Kronprinzessin Cecilie	" 21	539	303	443
" 21	128	130	374	Kronprinz Wilhelm	" 28	251	253	408
" 28	313	213	366	Kaiser Wilhelm II	July 5	400	301	716
July 6	144	163	412	K. Wm. der Grosse	" 12	175	121	521
" 12	345	299	357	Kronprinzessin Cecilie	" 19	376	176	521
" 20	185	240	340	Kronprinz Wilhelm	" 26	191	112	489
" 26	345	203	377	Kaiser Wilhelm II	Aug. 2	297	117	604
Aug. 3	243	254	327	K. Wm. der Grosse	" 9	114	102	391
" 16	422	330	485	Kronprinzessin Cecilie	" 23	174	109	503
" 23	246	326	358	Kronprinz Wilhelm	" 30	115	105	342
" 30	550	340	430	Kaiser Wilhelm II	Sept. 6	120	74	327
Sept. 6	275	341	476	K. Wm. der Grosse	" 13	98	77	210
" 13	595	338	523	Kronprinzessin Cecilie	" 20	148	100	253
" 20	266	350	471	Kronprinz Wilhelm	" 27	112	69	236
" 27	568	351	595	Kaiser Wilhelm II	Oct. 4	142	84	300
Oct. 5	230	306	456	K. Wm. der Grosse	" 11	77	51	247
" 11	491	303	410	Kronprinzessin Cecilie	" 18	142	55	205
" 18	172	280	575	Kronprinz Wilhelm	" 25	149	69	172
" 26	454	348	550	Kaiser Wilhelm II	Nov. 1	222	80	219
Nov. 1	150	304	618	K. Wm. der Grosse	" 8	77	58	177
" 9	423	240	542	Kronprinzessin Cecilie	" 15	187	59	196
" 22	186	232	849	Kronprinz Wilhelm	" 29	148	74	292
Dec. 7	184	285	789	K. Wm. der Grosse	Dec. 13	67	151	596
37 Trips	9746	8852	21106	Totals	38 Trips	8561	5198	15522

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Table XLVI.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 3	8	102	1343	Barbarossa				
				Roon	Jan. 6	..	13	48
" 13	..	100	748	Rhein				
" 16	159	195	977	Prinz Fried'h Wilhelm	" 20	113	87	235
777 " 22	..	75	564	Zieten	" 27	..	20	36
" 26	15	156	890	Grosser Kurfuerst				
Feb. 2	..	21	756	Neckar				
" 4	..	103	1068	Roon	Feb. 10	..	15	32
" 14	..	149	1480	Main				
" 17	6	72	1449	Prinzess Irene				
" 18	209	254	1237	George Washington	" 24	310	157	457
Mar. 2	..	190	1018	Rhein	Mar. 5	..	41	372
" 5	..	134	1437	Zieten	" 10	..	16	81
" 8	78	287	1420	Prinz Fried'h Wilhelm	" 17	98	141	486
" 14	..	..	1581	Darmstadt	" 19	..	..	334
" 17	20	199	1479	Friedrich der Grosse				
" 20	..	..	1514	Oldenburg	" 24	..	1	27
" 21	187	264	1832	George Washington	" 31	261	134	713
778 " 31	..	182	1982	Neckar				
Apr. 7	..	156	1333	Rhein	Apr. 14	..	146	119
" 12	75	369	1473	Prinz Fried'h Wilhelm	" 21	291	225	244
" 21	..	220	1416	Zieten	" 28	36	98	46
" 23	..	..	1458	Oldenburg	" 30	..	..	10
" 26	241	316	1791	George Washington	May 5	457	334	882
May 4	20	259	1393	Bremen	" 12	103	244	196
" 10	9	311	1226	Grosser Kurfuerst	" 19	187	322	193
" 16	84	263	1155	Prinz Fried'h Wilhelm	" 26	326	316	227
" 25	6	244	1011	Prinzess Alice	June 2	182	152	178
" 31	264	326	1482	George Washington	" 9	468	416	1497
				Breslau	" 11	..	..	2

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June	8	29	267	1434	Bremen	" 16	263	275	174
"	16	..	266	1545	Main	" 23	..	211	741
"	21	108	241	786	Prinz Fried'h Wilhelm	" 30	359	318	304
July	1	8	182	413	Koenigin Luise Barbarossa	July 7	167	195	986
"	5	303	288	964	George Washington	" 14	439	240	725
"	13	49	205	432	Bremen	" 21	132	138	1319
"	21	..	243	484	Main Friedrich der Grosse	" 28	93	132	230
"	25	204	366	510	Prinz Fried'h Wilhelm	Aug. 4	299	175	1577
Aug.	3	..	45	111	Rhein Brandenburg	" 6	..	..	420
"	4	78	224	234	Barbarossa	" 11	26	61	107
"	11	426	431	1056	George Washington	" 16	248	217	763
"	16	151	355	322	Bremen	" 25	38	84	226
"	23	203	422	439	Grosser Kurfuerst	Sept. 1	28	95	1608
"	29	358	355	413	Prinz Fried'h Wilhelm	" 8	81	72	164
Sept.	8	186	268	462	Babarossa	" 15	12	43	43
"	12	523	439	1185	George Washington	" 17	125	85	314
"	19	..	263	225	Neckar				
"	21	189	286	271	Friedrich der Grosse	" 29	22	55	67
"	28	232	439	518	Grosser Kurfuerst	Oct. 6	30	72	90
Oct.	3	361	314	442	Prinz Fried'h Wilhelm	" 13	62	49	1391
"	10	491	416	1201	George Washington	" 20	128	103	341
"	20	110	273	413	Barbarossa	" 27	..	25	1490
"	25	..	128	105	Rhein				
"	26	65	271	355	Friedrich der Grosse	Nov. 3	15	37	101
Nov.	1	119	477	527	Grosser Kurfuerst	" 10	13	62	1742
"	6	..	119	148	Neckar				
"	6	200	331	397	Prinz Fried'h Wilhelm	" 21	28	40	94
"	17	410	427	1014	George Washington	" 22	181	88	372
"	17	..	168	411	Roon	" 24	..	18	201
"	25	..	108	352	Breslau	Dec. 1	..	24	47
"	30	23	238	784	Friedrich der Grosse	" 8	26	114	120
Dec.	8	..	149	818	Main				
"	16	..	128	719	Rhein	" 22	..	30	22
"	23	331	320	1248	George Washington				
"	27	..	30	565	Brandenburg				
"	30	..	8	73	Frankfurt				
64 Trips		6538	14437	57889	Totals	51 Trips	5647	5936	22194

2780

2781

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Table XLVII.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Barbarossa	Jan. 8	94	30	117
Jan. 18	104	183	742	Berlin	" 29	245	76	146
Feb. 3	44	66	469	Koenig Albert	" 12	109	27	71
" 19	25	48	227	Barbarossa	" 26	63	20	124
				Prinzess Irene	Mar. 5	135	28	165
2783 Mar. 2	112	230	2249	Berlin	" 12	236	71	228
				Friedrich der Grosse	" 19	57	23	38
" 17	64	154	1477	Koenig Albert	" 26	135	23	51
				Neckar	Apr. 2	..	59	69
Apr. 7	52	124	1369	Prinzess Irene	" 9	155	61	170
" 1	26	78	1196	Barbarossa	" 16	160	46	66
" 13	139	267	2326	Berlin	" 23	246	188	237
" 23	45	226	1295	Friedrich der Grosse	" 30	178	89	99
May 5	..	193	1872	Neckar	May 7	..	75	54
Apr. 28	85	131	1366	Koenig Albert	" 14	161	73	116
May 12	89	172	1471	Prinzess Irene	" 21	178	93	180
" 21	64	249	1267	Barbarossa	" 28	165	56	97
" 25	119	269	1954	Berlin	June 4	254	201	429
2784 June 4	81	187	613	Friedrich der Grosse	" 11	203	205	146
" 17	80	125	594	Koenig Albert	" 18	202	118	119
" 10	..	89	483	Neckar	" 25	..	225	162
" 24	58	139	701	Prinzess Irene	July 2	187	162	258
July 1	30	27	189	Barbarossa				
				Koenigin Luise				
" 6	71	200	881	Berlin	" 16	174	223	489
" 15	53	58	221	Friedrich der Grosse	" 30	60	65	489
" 21	80	65	371	Koenig Albert	Aug. 13	45	67	471
Aug. 3	92	132	839	Prinzess Irene	" 20	35	37	485
" 11	76	114	490	Koenigin Luise	" 27	88	103	393
" 23	165	277	794	Berlin	" 9	160	143	167

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Sept. 1	193	123	329	Koenig Albert	Sept. 10	101	39	299
" 14	179	171	467	Prinzes Irene	" 24	65	35	339
" 23	170	175	417	Koenigin Luise	Oct. 1	34	11	154
" 28	263	299	911	Berlin	" 8	76	59	479
Oct. 14	170	177	283	Koenig Albert	" 22	43	44	291
" 29	145	188	406	Prinzess Irene	Nov. 5	43	36	639
Nov. 4	131	93	192	Koenigin Luise	" 12	47	45	277
" 12	200	291	901	Berlin	" 19	112	93	1802
" 25	70	184	1191	Koenig Albert	Dec. 3	45	35	1120
Dec. 8	81	211	719	Prinzess Irene	" 10	80	39	494
" 21	125	305	1001	Berlin				
" 21	61	172	249	Koenigin Luise				
37 Trips	3542	6192	32522	Totals	38 Trips	4371	3023	11530

2786

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 589 on sundry voyages during the year.

Table XLVIII.

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

2787

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III
			Main	Jan. 8	5	36
Jan. 16	30	712	Rhein	" 20	4	26
" 23	66	501	Cassel	" 27	4	32
" 29	36	989	Frankfurt			
Feb. 4	17	634	Neckar	Feb. 10	7	47
" 16	46	660	Main	" 19	12	48
" 22	20	1131	Koeln	" 26	9	17
" 25	22	957	Chemnitz			
Mar. 7	35	1197	Cassel	Mar. 11	7	33
" 13	63	1310	Hannover	" 16	9	22
" 17	40	1468	Brandenburg	" 23	12	31

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	" 30	91	2226	Main	Apr. 2	35	59
				Breslau	" 13	13	80
	Apr. 13	50	1206	Cassel	" 20	70	36
	" 30	73	1219	Brandenburg	May 4	50	58
				Main	" 11	113	67
	May 12	139	1474	Rhein	" 18	192	72
	" 25	143	1328	Cassel	June 1	121	65
				Breslau	" 8	137	48
	June 11	88	1015	Wittekind	" 18	148	49
	" 23	137	1452	Rhein	" 29	330	97
				Koeln	July 8	90	54
	July 7	123	788	Cassel	" 13	96	55
2789	" 23	112	1086	Main	" 30	98	74
				Brandenburg	Aug. 3	23	14
	Aug. 5	99	736	Rhein	" 10	104	80
	" 17	106	704	Cassel	" 24	20	82
				Breslau	" 31	12	22
	Sept. 1	80	689	Chemnitz	Sept. 7	6	70
	" 7	310	542	Main	" 14	36	66
	" 13	346	766	Rhein	" 21	25	82
	" 20	84	669	Neckar	" 28	20	35
	" 28	146	921	Cassel	Oct. 5	15	63
	Oct. 19	152	940	Breslau	" 19	9	65
				Main	" 26	21	15
	" 27	131	875	Rhein	Nov. 2	7	75
2790	Nov. 9	191	887	Neckar	" 16	9	51
				Brandenburg	" 23	3	10
	" 26	104	961	Koeln	Dec. 1	8	50
	Dec. 11	68	1083	Main	" 16	3	75
				Chemnitz	" 24	4	10
	" 29	49	879	Brandenburg			
	32 Trips	3197	32005	Totals	39 Trips	1887	1971

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NORTH GERMAN LLOYD.

BREMEN—HALIFAX.

Halifax Arrival	Westbound III	Steamer
Apr. 27	312	Brandenburg

Table XLIX.

NORTH GERMAN LLOYD.

BREMEN—PHILADELPHIA.

2792

Phila. Arrival	Westbound II	III	Steamer
Mar. 23	7	896	Frankfurt
Apr. 7	29	1444	Breslau
" 20	30	933	Hannover
May 4	45	2365	Main
" 19	41	619	Frankfurt
June 1	58	1144	Breslau
" 15	57	772	Hannover
July 1	51	783	Koeln
" 14	32	828	Frankfurt
" 28	66	513	Brandenburg
Aug. 10	36	432	Hannover
" 24	123	516	Breslau
Sept. 7	32	259	Frankfurt
" 19	54	304	Koeln
Oct. 5	48	966	Hannover
" 18	141	650	Main
Nov. 2	32	707	Frankfurt
" 17	73	620	Brandenburg
" 30	37	984	Cassel
Dec. 17	53	607	Chemnitz
" 31	34	429	Frankfurt
21 Trips	1079	16771	Totals

2793

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Table L.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

	Galv. Arrival	Westbound II	Westbound III	Steamer	Galv. Departure	Eastbound II	Eastbound III
	Jan. 11	17	221	Chemnitz	Jan. 15	11	45
	Feb. 7	30	200	Frankfurt	Feb. 12	19	80
	Mar. 10	49	306	Chemnitz	Mar. 12	48	71
2795	Apr. 2	38	471	Frankfurt	Apr. 9	40	121
	" 28	34	404	Hannover	May 7	125	93
	May 30	83	377	Frankfurt	June 4	139	110
	June 23	51	551	Hannover	" 30	96	91
	July 24	61	553	Frankfurt	July 27	15	36
	Aug. 19	64	252	Hannover	Aug. 27	20	55
	Sept. 16	81	246	Frankfurt	Sept. 24	21	45
	" 28	73	159	Koeln	Oct. 8	26	26
	Oct. 13	79	127	Hannover	" 22	9	20
	Nov. 11	96	289	Frankfurt	Nov. 19	8	76
	Dec. 9	103	395	Cassel	Dec. 17	8	60
				Hanover	" 22	1	5
2796	14 Trips	859	4551	Totals	15 Trips	586	934

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Table LI.

NORWAY-MEXICO GULF LINE, LTD.

CHRISTIANIA—NEWPORT NEWS.

N'port News Arrival	Westbound I	II	III	Steamer
Mar. 4	4	..	33	Texas
Apr. 6	..	..	8	Noreuga
June 11	1	2	18	Texas
July 6	4	..	21	Noreuga
Sept. 12	9	..	9	Texas
Oct. 17	13	..	6	Noreuga
Dec. 23	11	..	16	Texas
7 Trips	42	2	111	Totals

2798

Table LII.

RED STAR LINE.

NEW YORK—ANTWERP.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Vaderland	Jan. 5	14	37	77
Jan. 5	19	216	343	Kroonland	" 12	16	85	148
" 15	..	..	570	Samland	" 19	..	..	32
" 17	40	122	1111	Lapland	" 22	88	61	403
" 26	12	232	1101	Finland	Feb. 2	11	29	163
Feb. 2	7	196	1003	Vaderland	" 9	18	37	96
" 8	10	234	1155	Zeeland	" 16	4	49	347
" 16	25	121	1146	Lapland	" 23	30	36	198
" 24	15	244	1073	Kroonland	Mar. 2	20	49	382
Mar. 3	12	246	1289	Finland	" 5	7	49	174
" 8	16	256	1304	Vaderland	" 12	6	57	270
" 14	10	265	1177	Zeeland	" 19	9	50	151
" 15	..	..	1198	Gothland				
" 20	26	374	1585	Lapland	" 26	89	66	276
" 29	14	266	1031	Kroonland	Apr. 2	41	98	757
Apr. 5	15	272	574	Finland	" 9	28	101	299

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	" 11	25	307	1131	Vaderland	" 16	59	95	300
	" 17	83	297	1648	Lapland	" 23	269	151	340
	" 26	12	269	1349	Kroonland	" 30	113	168	215
	May 3	26	283	1328	Finland	May 7	81	128	197
	" 10	10	281	1146	Vaderland	" 14	76	200	372
	" 15	58	229	1103	Lapland	" 21	320	259	605
	" 28	22	276	1046	Kroonland	" 31	247	176	178
	" 31	23	269	1272	Finland	June 4	237	198	411
	June 7	33	274	1351	Vaderland	" 11	214	183	264
	" 12	104	292	1140	Lapland	" 18	349	371	595
	" 23	20	279	1086	Kroonland	" 25	259	191	259
	" 28	40	278	566	Finland	July 2	258	193	421
2801	July 4	43	303	783	Vaderland	" 9	207	172	357
	" 10	131	270	1012	Lapland	" 16	305	230	400
	" 20	41	288	957	Kroonland	" 23	139	139	251
	" 25	121	245	947	Finland	" 30	109	119	342
	Aug. 2	92	290	777	Vaderland	Aug. 6	105	129	263
	" 7	259	438	832	Lapland	" 13	111	70	358
	" 16	124	241	823	Kroonland	" 20	40	79	267
	" 22	205	193	869	Finland	" 27	30	70	333
	" 29	208	209	788	Vaderland	Sept. 3	47	59	304
	Sept. 4	326	446	1128	Lapland	" 10	45	73	557
	" 12	263	194	982	Kroonland	" 17	41	75	284
	" 19	241	195	994	Finland	" 24	52	47	279
	" 26	213	214	1121	Vaderland	Oct. 1	35	56	247
2802	Oct. 3	306	440	1078	Lapland	" 8	96	54	423
	" 11	170	220	733	Kroonland	" 15	23	57	225
	" 18	102	273	569	Finland	" 22	27	45	307
	" 24	62	311	557	Vaderland	" 29	17	53	238
	" 30	219	471	659	Lapland	Nov. 9	67	47	247
	Nov. 9	..	..	473	Samland	" 16	..	..	154
	" 15	66	272	643	Finland	" 23	13	44	306
	" 22	45	276	762	Kroonland	" 30	23	58	943
	" 30	..	..	653	Gothland	Dec. 7	..	..	1392
	Dec. 4	72	319	887	Lapland	" 10	49	73	1507
	" 15	..	..	507	Samland	" 21	..	..	413
	" 21	12	323	561	Vaderland	" 28	14	45	452
	" 27	16	218	430	Kroonland				
	53 Trips	4014	13027	50351	Totals	52 Trips	4458	4911	18779

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Table LIII.

RED STAR LINE.

PHILADELPHIA—ANTWERP—BOSTON.

Boston Arrival	Westbound II	Steamer	Phila. Departure	Eastbound II	Eastbound III	
		Menominee	Jan. 7	5		
Jan. 16	25	Marquette	" 25	1		
" 26	17	Manitou				
Feb. 9	16	Menominee				2804
" 28	36	Marquette	Mar. 8	6		
		Samland	" 21	..	1	
Mar. 21	47	Menominee	Apr. 1	9		
Apr. 8	43	Marquette	" 15	46		
" 18	34	Manitou	" 29	48		
May 2	44	Menominee	May 13	41		
" 17	45	Marquette	" 27	131		
" 30	61	Manitou	June 10	118		
June 13	66	Menominee	" 24	121		
" 28	40	Marquette	July 8	105		
July 12	110	Manitou	" 22	115		
Aug. 8	103	Menominee	Aug. 19	48		
" 22	112	Manitou	Sept. 2	22		2805
Sept. 5	121	Marquette	" 16	7		
" 19	117	Menominee	" 30	8		
Oct. 3	110	Manitou	Oct. 14	8		
" 17	64	Marquette	" 28	10		
" 31	60	Menominee	Nov. 11	6		
Nov. 15	51	Manitou	" 25	6		
" 28	62	Marquette	Dec. 9	7		
Dec. 13	35	Menominee	" 23	3		
" 28	22	Manitou				
24 Trips	1441	Totals	23 Trips	871	1	

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Table LIV.

RUSSIAN-AMERICAN LINE.

New York—Rotterdam, Libau.

	N. Y. Arrival	Westbound II	III	Steamer	N. Y. Departure	Eastbound II	III
				Russia	Jan. 2	11	222
	Jan. 18	72	481	Estonia	" 18	6	301
				Birma	" 22	..	3
2807	Feb. 4	42	446	Lituania	Feb. 9	4	27
	" 16	52	456	Russia	" 23	19	193
	Mar. 2	70	601	Estonia	Mar. 9	7	128
	" 15	65	780	Birma	" 23	22	166
	" 29	48	794	Lituania	Apr. 6	15	260
	Apr. 11	103	1086	Russia	" 20	42	224
	" 26	78	906	Estonia	May 4	37	182
	May 24	60	825	Birma	June 1	81	367
	June 13	73	1045	Russia	" 15	90	304
	" 22	93	1012	Estonia	" 29	38	149
	July 5	83	830	Lituania	July 9	7	90
	" 20	168	935	Birma	" 29	54	149
	Aug. 1	123	785	Russia	Aug. 6	41	178
2808	" 14	81	831	Lituania	" 20	17	125
	" 27	109	742	Birma	Sept. 3	40	125
	Sept. 11	162	1098	Russia	" 15	53	1274
	" 25	86	1048	Lituania	" 29	29	1090
	Oct. 13	99	781	Estonia	Oct. 15	13	202
	" 30	164	594	Birma	Nov. 6	10	66
	Nov. 12	162	667	Kursk	" 19	61	315
	Dec. 2	84	731	Lituania	Dec. 10	7	78
	" 17	175	657	Russia	" 24	10	98
	" 30	109	538	Kursk			
	24 Trips	2361	18669	Totals	25 Trips	714	6316

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Table LV.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Oscar II	Jan. 1	15	12	111
Jan. 27	17	61	299	C. F. Tietgen	Feb. 3	14	22	124
Feb. 10	13	64	306	United States	" 17	11	25	116
" 24	18	129	548	Hellig Olav	Mar. 3	20	29	131
Mar. 9	9	89	515	Oscar II	" 17	7	14	143
" 16	1	59	436	C. F. Tietgen	" 24	19	23	77
Apr. 1	32	152	857	Hellig Olav	Apr. 14	27	58	312
" 13	21	167	864	Oscar II	" 28	35	102	370
" 24	12	181	648	C. F. Tietgen	May 5	36	79	295
May 3	20	166	894	United States	" 12	87	162	539
" 17	20	167	867	Hellig Olav	" 26	110	138	868
" 31	19	143	884	Oscar II	June 9	109	137	892
June 8	4	106	648	C. F. Tietgen	" 16	128	128	417
" 23	9	126	552	Hellig Olav	" 25	109	139	453
July 4	11	43	212	United States	July 7	97	129	469
" 12	15	112	515	Oscar II	" 21	86	87	381
" 26	17	157	455	Hellig Olav	Aug. 4	57	63	273
Aug. 9	67	143	464	United States	" 18	26	70	206
" 22	90	139	557	Oscar II	Sept. 1	16	45	181
" 30	86	189	394	C. F. Tietgen	" 8	6	24	99
Sept. 6	104	138	805	Hellig Olav	" 15	11	38	220
" 20	109	136	935	United States	" 29	12	56	214
Oct. 4	114	139	858	Oscar II	Oct. 13	15	41	258
" 12	94	177	459	C. F. Tietgen	" 20	5	27	126
" 20	98	139	642	Hellig Olav	" 27	11	22	181
Nov. 1	62	160	521	United States	Nov. 10	14	53	332
" 15	29	162	409	Oscar II	" 24	9	44	322
" 22	6	126	162	C. F. Tietgen	Dec. 1	19	38	335
" 29	10	101	257	Hellig Olav	" 8	27	170	853
Dec. 22	8	94	255	United States	" 29	11	28	99
29 Trips	1115	3765	16218	Totals	30 Trips	1149	2003	9397

2810

2811

9317

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Table LVI.

SICULA AMERICANA.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
	Jan. 24	3	467	San Giorgio	Jan. 27	..	70
	Feb. 27	7	573	San Giovanni	Mar. 3	..	42
	Mar. 19	12	1039	San Giorgio	" 24	1	74
2813	Apr. 14	11	1651	San Giovanni	Apr. 14	1	63
	" 28	7	1169	San Giorgio	" 30	..	76
	May 23	22	1583	San Giovanni	May 26	1	146
	June 10	1	657	San Giorgio	June 22	7	189
	July 6	15	494	San Giovanni	July 14	1	175
	Aug. 2	5	769	San Giorgio	Aug. 6	2	284
	Sept. 2	11	605	San Giovanni	Sept. 7	4	331
	" 29	18	593	San Giorgio	Oct. 8	..	444
	Oct. 26	..	1	San Giovanni	Nov. 1	1	829
	Nov. 17	27	630	San Giorgio	" 23	..	1170
	Dec. 2	12	363	San Giovanni	Dec. 8	6	469
	14 Trips	151	10594	Totals	14 Trips	24	4362

2814 Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 246 on sundry voyages during the year.

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Table LVII.

THOMSON LINE.

MONTREAL, QUEBEC, (SUMMER)
ST. JOHN, N. B. (WINTER) LONDON

Montreal Quebec St. John Arrival	Westbound I	II	III	Steamer	Montreal Quebec St. John Departure	Eastbound II	III
Jan. 25	10	..	101	Cairnrona			
Mar. 11	3	..	229	Cairnrona	Mar. 14	..	1
May 1	10	..	707	Cairnrona	May 6	4	46
				Tortona	" 28	6	85
June 11	5	..	95	Cairnrona	June 13	8	93
July 3	19	..	143	Tortona	July 9	26	134
" 19	10	..	233	Cairnrona	" 23	4	133
Aug. 23	4	7	319	Cairnrona	Aug. 27	..	165
" 29	47	11	173	Tortona	Sept. 10	11	175
Oct. 2	42	..	334	Cairnrona	Oct 8	3	275
" 15	39	..	210	Tortona	" 22	5	331
Nov. 14	43	..	245	Cairnrona	Nov. 19	7	611
" 24	7	..	116	Tortona	Dec. 3	8	696
Dec. 22	..	..	1	Cervona			
" 29	..	1	..	Fremona			
14 Trips	239	19	2906	Totals	12 Trips	82	2745

2816

2817

Table LVIII.

THOMSON LINE.

MONTREAL, PORTLAND—MEDITERRANEAN.

Montreal Portland Arrival	Westbound I	III	Steamer
Apr. 16	9	428	Tortona
May 26	8	271	Tortona
2 Trips	17	699	Totals

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Table LIX.

URANIUM STEAMSHIP CO., LTD.

("NORTH-WEST TRANSPORT LINE.")

ROTTERDAM VIA HALIFAX—NEW YORK—ROTTERDAM.

The name "North-West Transport Line" was discontinued after April-May voyage of S. S. "Sicilian Prince," but the management in America continued unchanged.

2819

Westbound								Eastbound			
N. Y. Arrival	I	II	III	I	II	III	Steamer	N. Y. Departure	I	II	III
							Volturno	Jan. 2	..	2	125
Jan. 13	..	6	201	..	9	506	Uranium	" 22	2	..	228
" 23	..	2	164	..	12	393	Napolitan Prince	" 29	..	2	111
" 30	..	3	51	..	6	306	Sicilian Prince	Feb. 6	4	..	75
Feb. 8	1	4	148	1	8	284	Volturno	" 12	..	..	136
Mar. 3	..	..	297	..	25	794	Uranium	Mar. 8	..	4	296
" 10	..	1	462	..	15	970	Campania	" 12	..	6	191
" 17	..	..	227	..	11	522	Sicilian Prince	" 19	..	1	109

2820

Apr. 2	..	4	407	..	23	658	Volturno	Apr. 9	..	5	315
" 19	..	12	856	..	40	1152	Campania	" 23	..	5	192
" 23	..	5	464	..	15	420	Uranium	" 30	..	7	113
" 30	..	..	388	..	7	311	Sicilian Prince	May 7	..	6	148
May 14	..	8	457	..	13	420	Volturno	" 21	..	18	235
June 3	..	7	383	..	33	407	Campania	June 9	..	13	265
" 18	..	11	281	..	38	362	Uranium	" 23	5	16	351
" 29	..	3	247	..	29	285	Volturno	July 7	7	..	333
July 14	..	5	181	..	39	215	Campania	" 21	..	11	332
" 26	..	3	174	..	19	312	Uranium	Aug. 4	..	20	412

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Aug.	11	..	16	173	..	13	331	Volturno	"	18	..	6	412
"	26	..	2	154	..	28	312	Campania	Sept.	1	..	15	410
Sept.	7	..	4	233	25	29	242	Uranium	"	15	3	18	518
"	21	..	3	346	2	27	383	Volturno	"	29	..	9	560
Oct.	5	..	11	318	5	26	393	Campanello	Oct.	13	1	3	451
"	19	..	15	229	9	22	339	Uranium	"	27	..	12	559
Nov.	3	..	12	277	3	9	285	Volturno	Nov.	10	..	11	659
"	17	..	10	134	..	28	238	Campanello	"	24	..	12	621
"	30	..	5	160	1	20	330	Uranium	Dec.	8	14	29	956
Dec.	17	..	2	154	..	16	294	Volturno	"	22	8	..	903
"	30	..	8	144	..	36	468	Campanello					
28 Trips			1	162	7710	46	596	11932	Totals	28 Trips		44	231	10016
						1	162	7710						
						47	758	19642	Grand Totals					

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Table LX.

WHITE STAR LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Laurentic	Jan 1	88	107	175
Jan. 10	25	128	151	Arabic				
" 17	65	157	178	Baltic	" 22	153	129	228
" 24	74	126	154	Celtic				
" 31	74	189	173	Laurentic	Feb. 5	85	124	157
Feb. 15	195	216	297	Baltic	" 19	138	103	222
" 27	75	320	476	Laurentic	Mar. 5	126	141	162
Mar. 13	81	376	1033	Baltic	" 19	112	100	202
				Cedric	" 26	116	51	126
" 27	80	455	1036	Laurentic	Apr. 2	105	137	856
Apr. 10	144	411	1580	Baltic	" 16	180	168	246
				Celtic	" 23	137	143	674
" 25	135	320	1647	Cedric	" 30	236	203	347

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	May 2	75	283	848	Arabic	May 7	136	175	245
	" 8	111	377	1117	Baltic	" 14	291	253	479
	" 16	100	313	553	Celtic	" 21	242	252	553
	" 22	85	155	319	Cedric	" 28	248	322	476
	" 30	53	283	333	Arabic	June 4	257	268	512
	June 6	120	237	506	Baltic	" 11	407	384	787
	" 12	94	164	230	Celtic	" 18	309	399	480
	" 19	91	150	328	Cedric	" 25	342	412	476
	" 27	77	254	316	Arabic	July 2	267	256	523
	July 4	195	281	286	Baltic	" 9	360	408	701
	" 10	130	207	207	Celtic	" 16	272	399	550
	" 17	128	206	190	Cedric	" 23	127	264	364
2825	" 25	122	268	293	Arabic	" 30	104	181	209
	" 31	292	399	296	Baltic	Aug. 6	182	252	432
	Aug. 7	297	389	301	Celtic	" 13	81	137	261
	" 14	250	406	216	Cedric	" 20	76	82	176
	" 21	248	276	302	Arabic	" 27	65	110	175
	" 28	410	406	649	Baltic	Sept. 3	66	143	213
	Sept. 4	332	398	561	Celtic	" 10	84	104	227
	" 11	356	417	641	Cedric	" 17	85	98	139
	" 18	277	282	682	Arabic	" 24	58	133	181
	" 25	419	414	1254	Baltic	Oct. 1	87	104	203
	Oct. 2	312	382	794	Celtic	" 8	94	120	213
	" 9	279	403	604	Cedric	" 15	77	88	178
	" 17	203	274	479	Arabic	" 22	43	93	174
2826	" 23	260	411	784	Baltic	" 29	177	104	248
	" 30	205	410	360	Celtic	Nov. 5	104	95	315
	Nov. 6	122	388	291	Cedric	" 12	94	120	251
	" 14	117	255	254	Arabic	" 19	48	111	224
	" 20	178	290	302	Baltic	" 26	174	162	415
	" 27	59	181	223	Celtic	Dec. 3	96	164	611
	Dec. 4	114	127	238	Cedric	" 10	124	200	956
	" 12	53	198	192	Arabic	" 17	16	50	200
	" 19	173	215	312	Baltic	" 24	97	146	309
	44 Trips	7285	12797	21986	Totals	45 Trips	6766	7995	15859

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Table LXI.

WHITE STAR LINE.

NEW YORK—SOUTHAMPTON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit. Etc.	III Ital. Grks.	III Tot.
Jan. 7	258	171	239	Adriatic	Jan. 12	245	103	268	28	296
" 20	87	93	287	Oceanic	" 29	226	78	134	29	163
Feb. 3	135	131	516	Adriatic	Feb. 12	213	81	300	22	322
" 17	104	135	489	Oceanic	" 26	138	80	194	15	209
Mar. 4	116	264	779	Adriatic	Mar. 12	177	93	371	32	403
" 16	67	222	972	Oceanic	" 26	87	76	166	36	202
" 31	306	316	1473	Adriatic	Apr. 9	314	165	1305	232	1537
Apr. 13	83	259	1039	Oceanic	" 20	119	73	103	17	120
" 21	26	226	587	Majestic	" 27	89	45	90	1	91
" 28	267	294	1090	Adriatic	May 4	352	156	280	21	301
May 5	25	143	515	Teutonic	" 11	85	64	106	..	106
" 11	73	120	436	Oceanic	" 18	238	133	197	21	218
" 18	31	147	430	Majestic	" 25	131	112	101	23	124
" 26	233	190	408	Adriatic	June 1	416	290	374	15	389
June 2	42	120	286	Teutonic	" 8	170	132	111	4	115
" 8	134	151	265	Oceanic	" 15	376	154	160	2	162
" 15	59	143	265	Majestic	" 22	259	138	140	..	140
" 23	266	173	292	Adriatic	" 29	405	341	274	10	284
" 30	68	123	154	Teutonic	July 6	179	107	102	1	103
July 6	127	123	168	Oceanic	" 13	196	99	221	2	223
" 14	63	136	182	Majestic	" 20	82	110	113	2	115
" 21	259	211	203	Adriatic	" 27	301	160	258	11	269
" 28	105	165	123	Teutonic	Aug. 3	88	69	117	12	129
Aug. 3	271	232	200	Oceanic	" 10	108	104	177	25	202
" 11	148	283	154	Majestic	" 17	45	57	107	7	114
" 18	370	475	282	Adriatic	" 24	178	107	206	17	223
" 24	242	181	222	Teutonic	" 31	33	52	88	18	106
" 31	378	287	337	Oceanic	Sept. 7	52	121	228	10	238

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Sept.	7	277	221	307	Majestic	"	14	19	81	95	3	98
"	15	423	512	666	Adriatic	"	21	101	87	240	44	284
"	21	259	166	315	Teutonic	"	28	27	39	151	4	155
"	28	376	262	499	Oceanic	Oct.	5	96	64	296	19	315
Oct.	6	215	260	406	Majestic	"	12	29	46	107	15	122
"	13	398	499	543	Adriatic	"	19	96	55	182	12	194
"	20	93	267	357	Teutonic	"	26	20	37	180	44	224
"	26	210	290	397	Oceanic	Nov.	2	89	61	389	14	403
Nov.	2	65	235	284	Majestic	"	9	43	59	128	14	142
"	10	307	184	317	Adriatic	"	16	144	69	262	13	275
"	17	31	115	161	Teutonic	"	23	19	56	192	23	215
"	23	102	196	172	Oceanic	"	30	75	65	411	38	449

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Dec.	1	49	111	89	Majestic	Dec.	7	41	83	598	16	614
"	8	256	121	189	Adriatic	"	14	161	154	618	30	648
"	15	50	149	111	Teutonic	"	21	83	78	267	26	293
"	28	126	86	158	Oceanic							
44 Trips		7580	9188	17364	Totals	43 Trips		6345	4334	10407	928	11335

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Table LXII.

WHITE STAR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III Ital. Grks.	Az.	Tot.	Steamer	N. Y. Departure	Eastbound I	II	III Ital. Grks.	Az.	Tot.
						Cedric	Jan. 5	314	31	209	54	263
						Arabic	" 20	459				
						Celtic	Feb. 2	371	..	118	15	133
Feb. 10	79	114	783	233	1016	Cedric	" 16	356	..	112	38	150
Mar. 10	68	180	1793	173	1966	Celtic	Mar. 16	286	..	73	51	129
" 21	112	316	1855	..	1855	Cedric						
Apr. 13	51	177	1430	222	1652	Cretic	Apr. 16	241	..	50	168	218
" 18	171	405	2047	..	2047	Celtic						
June 27	30	151	978	207	1185	Cretic	July 2	321	..	83	51	134
Sept. 17	263	..	336	..	336	Cretic	Sept. 21	59	21	134	44	178
Nov. 25	29	220	947	214	1161	Romanic	Nov. 30	21	42	774	49	823
8 Trips	803	1563	10169	1049	11218	Totals	9 Trips	2428	94	1558	470	2028

Note: Eastbound third-class figures do not include consular passengers, of which there were a total of 64 on sundry voyages during the year.

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Table LXIII.

WHITE STAR LINE.

BOSTON—MEDITERRANEAN.

	Boston Arrival	Westbound I	Westbound II	Westbound III Ital.	Westbound III Az.	Westbound III Total	Steamer	Boston Departure	Eastbound I	Eastbound II	Eastbound III Ital.	Eastbound III Az.	Eastbound III Tot.
	Jan. 11	28	60	458	181	639	Romanic	Jan. 15	138	11	167	63	230
	" 25	17	21	274	67	341	Cretic	" 29	144	13	56	45	101
2837	Feb. 23	23	105	572	150	722	Romanic	Feb. 26	99	35	119	54	173
	Mar. 8	10	112	915	363	1278	Cretic	Mar. 12	149	13	95	64	159
	" 17	30	99	1189	195	1384	Canopic	" 24	261	..	44	82	126
	" 29	32	161	1213	169	1382	Romanic	Apr. 2	269	..	118	199	317
	Apr. 28	73	122	1104	139	1243	Canopic	May 4	299	..	145	111	256
	May 9	58	158	1068	183	1251	Romanic	" 14	277	..	117	68	185
	June 6	62	251	866	175	1041	Canopic	June 11	309	131	242	90	332
	" 20	46	123	798	214	1012	Romanic	" 25	283	149	234	87	321
	Aug. 1	140	167	870	319	1189	Romanic	Aug. 6	186	95	329	213	542
	Sept. 8	285	165	823	259	1082	Canopic	Sept. 14	61	60	228	108	336
	" 25	230	151	683	235	918	Romanic	Oct. 1	60	33	278	178	456
	Oct. 24	225	149	105	317	422	Canopic	" 29	50	21	387	164	551
	Dec. 2	57	283	924	158	1082	Canopic	Dec. 7	62	58	1066	118	1184
2838	15 Trips	1316	2127	11862	3124	14986	Totals	15 Trips	2647	619	3625	1644	5269

Note: Eastbound third-class figures do not include consular passengers of which there were a total of 405 on sundry voyages during the year.

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Table LXIV.

WHITE STAR LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Mar. 23	28	152	1168	Megantic	Mar. 29	64	30	133
Apr. 14	29	..	1014	Cymric	Apr. 19	33	..	174
" 20	53	304	1242	Megantic	" 26	138	92	206
" 27	19	189	722	Zeeland	May 3	21	42	122
May 12	58	..	921	Cymric	" 17	79	..	271
" 26	32	195	487	Zeeland	" 31	120	142	255
June 9	58	..	814	Cymric	June 14	141	..	423
" 23	19	143	375	Zeeland	" 28	209	219	217
July 7	92	..	427	Cymric	July 12	163	..	348
" 21	70	176	243	Zeeland	" 26	76	85	123
Aug. 4	164	..	321	Cymric	Aug. 9	50	..	203
" 17	103	237	270	Zeeland	" 23	29	34	100
Sept. 1	216	..	502	Cymric	Sept. 6	38	..	174
" 14	236	205	400	Zeeland	" 20	21	28	79
" 29	197	..	655	Cymric	Oct. 4	47	..	170
Oct. 12	96	240	402	Zeeland	" 18	9	39	124
" 27	131	..	472	Cymric	Nov. 1	24	..	149
Nov. 10	53	248	261	Zeeland	" 15	13	35	91
" 24	51	..	336	Cymric	" 29	9	..	172
Dec. 8	27	181	250	Zeeland	Dec. 13	10	54	138
20 Trips	1732	2270	11282	Totals	20 Trips	1294	800	3672

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Table LXV.

MISCELLANEOUS TABLE.

NEW YORK—MEDITERRANEAN.

Steamer	N. Y. Eastbound Departure	I
Grosser Kurfurest (Clark's Oriental cruise)	Feb. 5	559

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For Private Circulation Only.

1911

No. 13.

Report of The
TRANS-ATLANTIC PASSENGER MOVE-
2843 MENT,

CALENDAR YEAR, 1911.

Tables showing the total for each Line and for each port, and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

New York, May 24, 1912.

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Table I.

Totals by Lines and Ports, also 1910 Grand Totals.

	Westbound				New York.	Eastbound				
	I	II	III	Trips		Trips	I	II	III	Dept
	3305	6539	9965	41	American (Southampton)	41	2107	2662	16862	166
	2638	15119	11272	49	Anchor (Glasgow)	49	2097	6060	11453	213
	141	.....	8560	18	" (Medit.)	18	40	.....	6631*	234
	3239	.....	....	44	Atlantic Transport (London)	45	3327	.....	.....	...
	706	3426	19312	32	Austro-Amer. (Medit.-Adriat.)	32	730	1156	15451*	777
	331	236	174	12	Co. Trasatlantica (Spain)	12	151	84	1093*	5
2855	14673	17609	36444	61	Cunard (Liverpool)	62	13959	11872	30865	375
	792	3684	20118	25	" (Medit.-Adriatic)	23	3288	853	18777*	384
	610	790	14632	40	Fabre (Medit.)	39	913	529	13924*	270
	4511	15908	38641	107	French (Havre)	92	4219	7957	29967	894
	2113	.....	5737	13	Greek (Medit.)	13	198	707	5444*	359
	10292	21027	53613	75	Hamburg, Reg. (Hamburg)	64	9404	10492	29145*	1245
	924	2874	8288	15	" (Medit.)	16	2018	853	9817*	230
	5352	12900	22744	44	Holland (Rotterdam)	44	4682	4190	16378	418
	255	1289	8115	18	Italia (Medit.)	14	218	806	6373*	154
	849	1457	13376	17	La Veloce (Medit.)	17	651	411	9375*	301
	....	98	.....	1	Leyland (Liverpool)	..	.....	.....	.....	...
	....	493	7501	15	Lloyd Italiano (Medit.)	15	53	159	6984*	165
	1244	102	8542	14	Lloyd Sabaudo (Medit.)	13	249	410	4177*	273
2856	137	727	5473	9	National Greek (Medit.)	9	253	413	4120*	238
	914	930	20067	24	Navigazione (Medit.)	24	717	1051	16611*	377
	9085	9088	16362	36	N. Ger. Lloyd, Exp. (Bremen)	35	7757	5025	17739	384
	5813	14384	35437	59	" " Reg. (")	47	6128	6036	24262*	587
	1996	4960	21746	25	" " (Medit.)	27	3463	2265	12311*	472
	3591	12798	33456	51	Red Star (Antwerp)	51	3347	4147	22124	405
	71	2982	16157	23	Russian (Libau, etc.)	24	246	921	11181	220
	1180	4026	12948	30	Scandinavian-Am. (Scand.)	30	1163	2088	9955	67
	191	209	7130	12	Sicula-Americana (Medit.)	15	17	180	9504*	150
	99	448	5846	25	Uranium (Rotterdam)	26	194	382	13286	203
	7684	13584	18358	46	White Star (Liverpool)	45	6584	7933	22619	277
	7891	8132	12335	36	" " (Southampton)	36	7780	5091	15106	151
	754	1736	10355	10	" " (Medit.)	12	2244	511	8698*	212
	....	.....	.....	..	Miscellaneous (Medit.)	1	602	....	....	...
	91383	177555	502704	1027	Totals	991	88799	85244	420232	10206

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CANADIAN PORTS.

3349	15795	33643	52	Allan (Liverpool)	50	2067	4284	11331	380
726	7864	12124	33	" (Glasgow)	34	443	2739	2577	76
....	2987	6026	30	" (London, Havre)	31	....	1073	924	100
513	1051	3462	21	" (G'gow-L'pool-Halifax)	18	325	137	165	...
66	1623	3026	14	" (G'gow-H'fax-Bost.)	..	....	....	....	...
....	....	13229	19	Canada (Rotterdam)	18	....	....	333	37
1769	5112	11544	25	Canadian Northern (Bristol)	25	1037	2055	6343	69
4097	12991	31623	44	C. P. R. (Liverpool)	45	3058	6401	15755	258
....	135	18361	39	" (Antwerp, London)	18	....	48	297	5
....	71	16	11	" (Bristol)	3	....	2	2	...
....	1213	4905	15	Cunard (London)	15	....	561	724	37
2509	13675	24593	45	Dominion & W. S.-Dom'n (L'pool)	43	1963	5709	8122	178
....	5741	7901	39	Donaldson (Glasgow)	31	....	1261	2301	52
....	85	1552	4	Thomson (London)	4	....	45	655	63
15	148	6181	25	Uranium (Rotterdam)	..	....	....	....	...
13044	68491	178186	416	Totals.	335	8893	24315	49529	1255

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BOSTON.

5	2687	2785	24	Allan (Glasgow)	25	8	900	1056	18
1706	5916	13681	16	Cunard (Liverpool)	16	1324	2565	6313	92
....	2328	....	39	Leyland (Liverpool)	37	109	1637	....	9
....	....	.....	..	Lloyd Sabaudo (Medit.)	1	13	15	397*	...
....	81	975	2	Navigazione (Medit.)	1	....	4	120*	1
....	1381	....	25	Red Star (Antwerp)	..	....	....	....	...
....	....	....	..	Sicula-Americana (Medit.)	2	....	12	1402*	...
1481	1931	8760	17	White Star (Liverpool)	17	987	548	3826	79
1004	3530	12751	14	" " (Medit.)	15	1780	677	11567*	211
4196	17854	38952	137	Totals.	114	4221	6358	24681	410

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Westbound					Eastbound				
I	II	III	Trips	PROVIDENCE.	Trips	I	II	III	Dept.
200	19	1845	10	Fabre (Medit.)	7	40	8	2163	12
				PHILADELPHIA.					
....	4014	11216	26	American (Liverpool)	26	....	2208	4843	127
....	2282	11596	24	Hamburg (Hamburg)	24	....	1590	1875	77
22	429	6054	13	Italia (Medit.)	18	59	239	7006*	32
....	....	....	..	Lloyd Sabaudo (Medit.)	3	16	14	656*	...
....	1146	12892	26	N. Ger. Lloyd (Bremen)	..	....	....	....	...
2861	....	....	..	Red Star (Antwerp)	24	....	730	....	7
22	7871	41758	89	Totals	95	75	4781	14380	243
					*Including consular passengers.				
				BALTIMORE.					
....	2768	16759	27	N. Ger. Lloyd (Bremen)	42	114	1623	3055	288
				NEWPORT NEWS.					
40	20	119	8	"Norway Mexico Gulf" (Scand.)	..	....	....	....	...
				NEW ORLEANS.					
37	17	201	11	French (Havre)					
383	....	....	27	Leyland (L'p'l-L'n-Havre, etc.)					
2862	51	460	1	Navigazione (Medit.)	1	....	45	321	...
420	68	661	39	Totals	28	191	45	552	...
				GALVESTON.					
....	1054	4781	14	N. Ger. Lloyd (Bremen)	14	....	562	899	212
109305	275700	785765	1767	Grand Totals, 1911	1626	102333	122936	515491	12626
118980	263304	1068261	1787	Grand Totals, 1910	1649	109438	115427	383359	

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Table II. Division by Groups of Lines.

Westbound I	Westbound II	Westbound III	Westbound Trips	British.	Eastbound Trips	Eastbound I	Eastbound II	Eastbound III	Eastbound Dept.
3349	15795	33643	52	Allan (Mont.-Liverpool)	50	2067	4284	11331	380
726	7864	12124	33	" (Mont.-Glasgow)	34	443	2739	2577	76
....	1829	3524	30	" (Mont.-London)	31	....	501	366	100
66	1623	3026	14	" (G'gow-H'fax-Bost.)	..	....	....	....	...
5	2687	2785	24	" (Boston-Glasgow)	25	8	900	1056	18
513	1051	3462	21	" (G'gow-L'pool-Halifax)	18	325	137	165	...
3305	6539	9965	41	American (N. Y.-S'hampton)	41	2107	2662	12375	166
....	4014	11216	26	" (Phil.-Liverpool)	26	....	2208	6543	127
2638	15119	11272	49	Anchor (N. Y.-Glasgow)	49	2097	6060	11453	213
3239	.....	.....	44	At. Transport (N. Y.-London)	45	3327	....	.....	...
1769	5112	11544	25	Can. N'th'n (Mont.-Bristol)	25	1037	2055	6343	69
4097	12991	31623	44	C. P. Ry. (Quebec-Liverpool)	45	3058	6401	15755	258
....	....	....	..	" (Quebec-London)	18	....	48	297	...
....	71	16	11	" (Quebec-Bristol)	3	....	2	2	...
14673	17609	36444	61	Cunard (N. Y.-Liverpool)	62	13959	11872	30865	375
1706	5916	13681	16	" (Boston-Liverpool)	16	1324	2565	6313	92
....	1213	4905	15	" (Mont.-S'hampton-L'd'n)	15	....	561	724	37
2509	13675	24593	45	Dominion & W. S.-Dom'n (L'pool)	43	1963	5709	8122	178
....	5741	7901	39	Donaldson (Mont.-Glasgow)	31	....	1261	2301	52
....	2328	.....	39	Levland (Boston-Liverpool)	37	109	1637	.....	9
....	98	.....	1	" (N. Y.-Liverpool)	..	....	....	.....	...
383	....	.....	27	" (N. O.-L'p'l-L'd'n, etc.)	15	133	....	.....	...
40	20	119	8	Norway Mex. G. (Scand.-News)	..	....	....	....	...
1182	4026	12948	30	Scand.-Am. (N. Y.-Scand.)	30	1163	2088	9955	67
....	85	1552	4	Thomson (Mont.-London)	4	....	45	655	63
7684	13584	18358	46	White Star (N. Y.-Liverpool)	45	6584	7933	22619	277
7891	8132	12335	36	" " (N. Y.-S'hampton)	36	7780	5091	12711	151
1481	1931	8760	17	" " (Bost.-Liverpool)	17	987	548	3826	79
57256	149053	275796	798	Totals	761	48471	67307	164657	2787

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Westbound					Eastbound				
I	II	III	Trips	CONTINENTAL.	Trips	I	II	III	Dept.
....	1158	2502	26	Allan (Mont.-Havre)	26	....	572	558	....
266	776	7952	31	Austro-Amer. (N. Y.-Adriatic)	32	337	648	6933*	127
....	....	13229	19	Canada (Mont.-Rotterdam)	18	....	....	333	37
....	135	18361	39	C. P. R. (Antwerp-Quebec)	..	....	....	....	5
296	2204	20118	25	Cunard (N. Y.-Adriatic)	23	1220	463	7033*	381
4511	15908	38641	107	French (N. Y.-Havre)	92	4219	7957	13716	894
37	17	201	11	" (N. O.-Havre)	12	58	....	186	....
10292	21027	53613	75	Hamburg, Reg. (N. Y.-H'burg)	64	9404	10492	29145*	1245
....	2282	11596	24	" " (Phil.-H'burg)	24	....	1590	1875	77
2867									
5352	12900	22744	44	Holland (N. Y.-Rotterdam)	44	4682	4190	16378	418
9085	9088	16362	36	N. Ger. Lloyd, Exp. (N. Y.-B'm)	35	7757	5025	17739	384
5813	14384	35437	59	" " " Reg. (N. Y.-B'm)	47	6128	6036	24262*	587
....	2768	16759	27	" " " (Balt.-Bremen)	42	114	1623	3055	288
....	1054	4781	14	" " " (Galv.-Bremen)	14	....	562	899	212
....	1146	12892	26	" " " (Bremen-Phil.)	..	....	....	....	....
3591	12798	33456	51	Red Star (N. Y.-Antwerp)	51	3347	4147	22124	405
....	1381	.....	25	" " (Phila.-Ant'p-Bost.)	24	....	730	....	7
71	2982	16157	23	Russian (N. Y.-Libau, etc.)	24	246	921	11181	220
114	596	12027	25	Uranium (H'fax, N. Y.-R'dam)	26	194	382	13286	203
39428	102604	336828	687	Totals	598	37706	45338	168703	5490

*Including consular passengers.

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Westbound I	Westbound II	Westbound III	Trips		Eastbound Trips	Eastbound I	Eastbound II	Eastbound III	Eastbound Dept
				MEDITERRANEAN.					
....	....	....	..	American (N. Y.-Medit., v. C'b'g)	41	....	....	4484	....
141	....	8560	18	Anchor (N. Y.-Medit.)	18	40	....	6631*	234
421	2547	11140	32	Austro-Am. (N. Y.-Med.-Adr.)	32	382	496	8481*	650
496	1480	....	25	Cunard (N. Y.-Med.-Adriat.)	23	2068	390	11744*	3
447	771	13399	40	Fabre (N. Y.-Medit.)	39	860	497	13434*	270
37	....	548	10	" (Prov.-Medit.)	6	5	8	1376	12
....	....	....	..	French (N. Y.-Med. via Havre)	77	....	....	16251	....
....	....	....	..	" (N. O.- " " ")	10	....	....	45	....
2113	....	5737	13	Greek (N. Y.-Medit.)	13	198	707	5444*	359
924	2874	8288	15	Hamburg (N. Y.-Medit.)	16	2018	853	9817*	230
22	429	6054	13	Italia (Phil.-Medit.)	18	59	239	7006*	32
255	1289	8115	18	" (N. Y.-Medit.)	14	218	806	6373*	154
849	1457	13376	17	La Veloce (N. Y.-Medit.)	17	651	411	9375*	301
....	493	7501	15	Lloyd Italiano (N. Y.-Medit.)	15	53	159	6984*	165
1244	102	8542	14	Lloyd Sabaudo (N. Y.-Medit.)	13	249	410	4177*	273
....	....	....	..	" " (Bost.-Medit.)	1	13	15	397*	....
....	....	....	..	" " (Phil.-Medit.)	3	16	14	656*	....
137	727	5473	9	National Greek (N. Y.-Medit.)	9	253	413	4120*	238
914	930	20067	24	Navigazione (N. Y.-Medit.)	24	717	1051	16611*	377
....	81	975	2	" (Bost.-Medit.)	1	....	4	120*	1
....	51	460	1	" (N. O.-Medit.)	1	....	45	321	....
1996	4960	21746	25	N. Ger. Lloyd (N. Y.-Medit.)	27	3463	2265	12311*	472
191	209	7130	12	Sicula Amer. (N. Y.-Medit.)	15	17	180	9504*	150
....	....	....	..	" " (Bost.-Medit)	2	....	12	1402*	....
909	2716	9951	14	White Star (Bost.-Medit.)	15	1711	570	9487*	211
723	1621	9922	10	" " (N. Y.-Medit.)	12	2235	480	8333*	212
....	....	....	..	" " (N. Y.-Med. v. C'b'g)	35	....	....	2395	....
....	....	....	..	Miscellaneous (N. Y.-Medit.)	1	602	....	....	....
11819	22737	166984	327	Totals	498	15828	10025	177279	4344
				MISCELLANEOUS.					
19	103	220	17	Austro-Am. (N. Y.-Azores)	7	11	12	37	....
331	236	174	12	Co. Transatlantica (N. Y.-Spain)	12	151	84	1093*	5
163	19	1233	23	Fabre (N. Y.-Azores)	18	53	32	490	....
163	19	1297	7	" (Prov.-Azores)	7	35	....	787	....
95	814	2800	14	White Star (Bost.-Azores)	15	69	107	2080	....
31	115	433	6	" " (N. Y.-Azores)	11	9	31	365	....
802	1306	6157	79	Totals	70	328	266	4852	5

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*Including consular passengers.

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Table III.

ALLAN LINE.

MONTREAL, QUEBEC (Summer)
ST. JOHN, N. B. (Winter) LIVERPOOL.
HALIFAX (Winter)

	Mont., Q'bec St. John Halifax Arrival	Westbound I	II	III	Steamer	Mont., Q'bec St. John Halifax Departure	Eastbound I	II	III	Dept.
					Corsican	Jan. 7	33	63	215	10
2873	Jan. 14	21	108	263	Grampian	" 21	28	42	202	23
	" 22	36	154	382	Hesperian	" 28	27	55	316	8
	" 28	27	129	315	Corsican	Feb. 6	20	57	190	17
	Feb. 11	25	118	255	Tunisian	" 18	15	57	145	22
	" 17	11	82	286	Grampian	" 25	6	10	92	6
	" 25	22	274	623	Corsican	Mar. 4	26	42	131	13
	Mar. 4	17	290	592	Hesperian	" 11	3	8	73	8
	" 10	57	455	913	Virginian	" 18	19	32	160	16
	" 17	29	311	950	Tunisian	" 25	2	18	137	..
	" 22	..	443	1026	Grampian	" 30	..	3	13	..
	" 24	63	484	905	Victorian	Apr. 1	41	67	175	5
	" 31	37	451	1174	Corsican	" 8	18	28	97	4
	Apr. 7	83	484	956	Virginian	" 15	31	76	151	28
2874	" 14	58	331	1040	Tunisian	" 22	17	27	63	..
	" 21	70	377	953	Victorian	" 29	35	62	156	6
	" 29	49	453	1153	Corsican	May 5	49	121	194	16
	May 6	88	492	1053	Virginian	" 12	101	128	218	2
	" 8	58	360	1216	Grampian					
	" 13	52	330	1034	Tunisian	" 19	47	64	174	7
	" 12	73	472	1046	Victorian	" 26	114	174	327	4
	" 22	48	352	1172	Hesperian					
	" 26	51	405	1281	Corsican	June 2	85	134	481	7
	June 2	68	495	995	Virginian	" 9	179	196	371	8
	" 10	37	330	855	Tunisian	" 16	55	58	150	9
	" 17	50	366	711	Victorian	" 23	163	181	258	8

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"	23	23	406	807	Corsican	"	30	95	121	183	11
July	1	76	320	567	Virginian	July	7	98	282	280	7
"	9	85	221	806	Tunisian	"	14	37	87	191	6
"	14	119	356	601	Victorian	"	21	75	115	274	10
"	22	61	350	540	Corsican	"	28	26	82	190	8
"	28	160	343	564	Virginian	Aug.	4	66	136	212	5
Aug.	3	111	297	621	Tunisian	"	11	24	42	155	6
"	10	166	342	527	Victorian	"	18	43	95	256	..
"	19	93	432	730	Corsican	"	25	11	32	199	7
Sept.	1	210	343	423	Virginian	Sept.	3	34	82	177	1
"	8	138	253	433	Tunisian	"	10	28	58	115	11
"	9	196	335	478	Victorian	"	15	57	103	284	4
"	15	97	356	572	Corsican	"	22	34	30	151	2
"	22	163	363	532	Virginian	"	29	54	86	231	9
"	30	82	328	416	Tunisian	Oct.	6	9	59	163	1
Oct.	6	112	428	514	Victorian	"	13	45	140	213	2
"	13	52	381	371	Corsican	"	20	14	57	128	4
"	20	68	327	320	Virginian	"	27	25	87	218	9
"	27	43	142	237	Tunisian	Nov.	3	23	32	153	4
Nov.	3	42	144	294	Victorian	"	10	44	139	317	5
"	12	27	166	380	Corsican	"	17	26	51	244	4
"	20	25	171	299	Virginian	"	25	22	155	459	8
"	24	2	[illegible]	159	Grampian	Dec.	2	2	33	439	14
Dec.	1	24	161	306	Victorian	"	9	34	263	541	8
"	8	11	59	205	Corsican	"	14	8	124	534	1
"	16	20	115	472	Hesperian	"	23	19	90	535	6
"	30	13	59	320	Grampian						
52 Trips		3349	15795	33643		Totals	50 Trips	2067	4284	11331	380

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Table IV.

ALLAN LINE.

MONTREAL, QUEBEC, (SUMMER) GLASGOW
HALIFAX, PORTLAND (WINTER)

Mont., Q'bec Halifax Portland Arrival	Westbound I	II	III	Steamer	Mont., Q'bec Halifax Portland Departure	Eastbound I	II	III	Dept.
Mar. 11	..	62	447	Sicilian	Mar. 16	..	1	6	..
" 23	..	288	243	Parisian	" 30	..	3	..	..
Apr. 6	..	289	1128	Scotian	Apr. 13	..	2	4	..
79 May 1	..	319	726	Ionian	May 6	..	118	46	1
				Grampian	" 13	16	58	60	..
" 16	..	285	1124	Scotian	" 20	..	88	28	..
				Hesperian	" 27	39	83	69	7
" 30	..	330	527	Ionian	June 3	..	102	48	1
June 5	38	365	1176	Grampian	" 10	37	102	70	5
" 4	..	296	762	Scotian	" 17	..	210	37	1
" 17	37	336	637	Hesperian	" 24	123	138	126	1
" 26	..	316	205	Ionian	July 1	..	153	74	..
July 1	28	351	340	Grampian	" 8	..	325	168	5
" 8	..	334	246	Scotian	" 15	..	298	51	1
" 15	33	161	219	Hesperian	" 22	55	76	103	1
" 23	..	166	150	Ionian	" 29	..	81	56	..
80 " 29	60	200	254	Grampian	Aug. 5	46	72	94	3
Aug. 7	..	267	233	Scotian	" 12	..	83	38	1
" 13	55	247	231	Hesperian	" 19	29	70	69	2
" 21	..	281	191	Ionian	" 26	..	68	54	4
" 27	143	208	424	Grampian	Sept. 1	28	90	227	3
Sept. 4	..	422	323	Scotian	" 9	..	56	81	..
" 10	134	239	385	Hesperian	" 16	21	57	69	..
" 17	..	270	231	Ionian	" 23	..	36	63	1
" 23	104	216	297	Grampian	" 30	17	48	86	4
Oct. 1	..	412	226	Scotian	Oct. 7	..	45	64	6
" 8	48	284	388	Hesperian	" 14	9	45	60	4

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" 15	..	267	190	Ionian	" 21	..	25	46	2
" 21	24	171	216	Grampian	" 29	16	77	292	6
" 30	..	137	158	Scotian	Nov. 4	..	20	89	..
Nov. 6	22	128	187	Hesperian	" 12	7	38	125	10
" 16	..	137	103	Ionian	" 22	..	52	121	7
" 22	..	6	30	Lake Erie	" 30	..	5	7	..
Dec. 7	..	17	20	Sicilian	Dec. 14	..	14	46	..
" 26	..	57	107	Lake Erie					
33 Trips	726	7864	12124	Totals	34 Trips	443	2739	2577	76

Table V.

ALLAN LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) HAVRE, LONDON.
HALIFAX (WINTER)

Mont., Q'bec St. John Halifax Arrival	Westbound II Harve	III Harve	II London	III London	Steamer	Mont., Q'bec St. John Halifax Departure	Eastbound II Harve	III Harve	II London	III London	Dept
					Pomeranian	Jan. 23	2	1	9	5	2
Feb. 6	5	57	21	7	Sardinian	Feb. 10	2	2	3	20	8
" 15	5	29	11	9	Pomeranian	Mar. 5	1	6	7	3	3
Mar. 17	41	158	28	102	Sardinian	" 23	2	4	1	5	1
" 29	62	107	50	129	Pomeranian	Apr. 5	2	1	1	..	2
Apr. 12	24	265	116	678	Lake Erie	" 18	7	2	28	6	7
					Sicilian	May 6	35	23	24	17	1
" 20	37	219	68	165	Sardinian	" 13	19	8	9	6	10
May 13	35	165	68	133	Pomeranian	" 20	11	52	13	3	..
" 16	49	336	185	266	Pretorian						
" 30	54	194	92	216	Lake Erie	June 3	43	19	43	16	1
June 5	31	98	74	83	Sicilian	" 10	15	4	30	19	6
" 14	..	..	59	120	Sardinian	" 17	..	..	27	12	..

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	" 20	43	124	87	77	Corinthian	" 24	57	15	56	7	..
	" 26	..	..	22	25	Pomeranian	July 1	..	..	21	7	7
	July 4	37	76	41	48	Lake Erie	" 8	80	20	4	16	1
	" 11	26	61	78	464	Sicilian	" 15	124	14	12	3	2
	" 16	..	..	25	44	Sardinian	" 23	..	..	15	10	1
	" 23	52	98	72	131	Corinthian	" 30	24	11	8	12	2
	Aug. 2	15	11	27	67	Pomeranian	Aug. 6	..	..	5	7	2
	" 7	31	81	91	63	Lake Erie	" 13	12	15	35	8	..
	" 16	143	54	18	39	Sicilian	" 20	18	12	16	4	..
	Sept. 2	89	63	87	39	Corinthian	Sept. 6	24	31	33	..	9
	" 8	36	16	65	39	Pomeranian	" 12	1	10	3	2	1
	" 13	69	35	55	75	Lake Erie	" 17	28	22	26	8	..
2885	" 19	111	55	60	31	Sicilian	" 24	9	37	12	16	10
	Oct. 6	50	60	150	328	Corinthian	Oct. 10	15	31	13	13	2
	" 10	..	..	44	32	Pomeranian	" 16	..	..	2	22	..
	" 18	54	34	64	16	Lake Erie	" 22	13	45	9	12	12
	" 24	22	22	33	49	Sicilian	" 30	12	31	14	86	4
	Nov. 6	8	15	17	18	Sardinian	Nov. 9	3	29	9	5	3
	" 16	29	69	21	31	Corinthian	" 24	13	113	13	16	3
	30 Trips	1158	2502	1829	3524	Totals	31 Trips	572	558	501	366	100
		1829	3524					501	366			
		2987	6026			Grand Totals		1073	924			

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Table VI.

ALLAN LINE.

BOSTON—GLASGOW.
GLASGOW—HALIFAX.

Boston Arrival	Westbound I	II	III	I	II	III	Steamer	Boston Departure	Eastbound I	II	III	Dpt.	
		Halifax			Boston								
							Lake Erie	Jan. 6	..	13	30	..	
Jan. 11	..	44	59	..	20	49	Pretorian	" 20	..	9	31	..	
Feb. 5	..	37	71	..	23	58	Sicilian	Feb. 9	..	8	60	1	
" 15	..	113	85	..	61	59	Ionian	" 23	..	19	25	..	2888
Mar. 5	..	77	147	..	40	68	Lake Erie	Mar. 9	..	7	36	..	
" 19	..	95	113	..	72	82	Numidian	" 24	..	9	41	..	
" 31	..	270	676	..	52	70	Ionian	Apr. 8	..	43	74	1	
Apr. 13	66	283	1088	5	60	98	Hesperian	" 18	8	35	58	..	
" 21	..	166	298	..	75	84	Numidian	" 27	..	23	34	..	
May 7	..	176	103	..	140	239	Parisian	May 12	..	32	38	..	
" 21	..	95	55	..	150	313	Numidian	" 26	..	58	54	..	
June 4	..	137	41	..	141	244	Parisian	June 9	..	114	57	..	
" 19	..	44	27	..	96	154	Numidian	" 23	..	132	84	6	
July 3	..	..	..	..	110	113	Parisian	July 7	..	116	90	2	
" 18	..	..	..	..	45	82	Numidian	" 21	..	52	41	..	
" 31	..	..	..	..	111	104	Parisian	Aug. 4	..	51	25	..	
Aug. 17	..	..	..	..	200	115	Numidian	" 20	..	22	23	3	2889
" 27	..	..	..	..	299	165	Parisian	Sept. 1	..	36	39	2	
Sept. 14	..	..	..	..	197	..	Sardinian	" 18	..	14	29	..	
" 25	..	..	..	..	295	200	Parisian	" 29	..	26	45	..	
Oct. 10	..	..	..	..	222	159	Numidian	Oct. 13	..	12	17	..	
" 23	..	..	..	..	147	102	Parisian	" 27	..	6	18	..	
Nov. 9	..	..	..	..	69	101	Numidian	Nov. 14	..	19	28	3	
" 29	..	57	103	..	45	80	Scotian	Dec. 8	..	28	54	..	
Dec. 16	..	29	160	..	17	46	Numidian	" 22	..	16	25	..	
24 Trips	66	1623	3026	5	2687	2785	Totals	25 Trips	8	900	1056	18	
				66	1623	3026							
				71	4310	5811	Grand Totals						

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Table VII.

ALLAN LINE.

St. Johns, N. F., Halifax—Liverpool, Glasgow.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
					Mongolian	Jan. 16	17	2	4
	Jan. 11	4	24	84	Carthaginian	" 28	38	3	..
	Feb. 8	..	62	131	Corinthian				
2891	Apr. 7	26	38	447	Mongolian	Apr. 21	20	1	2
	" 18	30	30	299	Carthaginian	May 3	10	5	..
	May 5	11	204	666	Corinthian	" 16	11	13	31
	" 16	30	35	379	Mongolian	" 30	9	8	21
	" 20	29	34	288	Carthaginian	June 15	12	5	1
	June 16	40	78	101	Pretorian	" 23	37	19	2
	" 27	16	29	63	Mongolian	July 12	24	10	1
	July 10	29	31	98	Carthaginian	" 27	24	2	..
	" 30	51	37	76	Pretorian	Aug. 9	23	8	3
	Aug. 7	41	38	49	Mongolian	" 23	8	3	16
	" 19	23	57	144	Carthaginian	Sept. 7	25	10	2
	Sept. 4	82	94	158	Pretorian	" 23	18	9	5
	" 19	33	121	128	Mongolian				
2892	Oct. 6	9	30	105	Carthaginian	Oct. 18	4	10	1
	" 16	28	48	108	Pretorian	" 30	17	16	15
	Nov. 1	21	39	73	Mongolian	Nov. 15	8	7	9
	" 17	3	11	53	Carthaginian	Dec. 2	20	6	52
	Dec. 1	4	5	5	Pretorian				
	" 18	3	6	7	Mongolian				
	21 Trips	513	1051	3462	Totals	18 Trips	325	137	165

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Table VIII.

AMERICAN LINE.

NEW YORK—SOUTHAMPTON.

Westbound					Eastbound					
					N. Y.			III		Dept.
N. Y. Arrival	I	II	III	Steamer	Departure	I	II	Brit. Etc.	Ital. Grks.	
Jan. 5	63	86	105	St. Paul	Jan. 11	44	60	420	4	6
" 19	42	107	159	New York						
Feb. 3	27	88	212	St. Paul	Feb. 11	20	47	395	54	9
" 16	37	128	174	St. Louis	" 25	36	41	285	80	6
Mar. 3	71	154	317	St. Paul	Mar. 11	30	61	314	67	5
" 16	28	232	332	St. Louis	" 25	32	65	471	76	8
" 30	31	251	550	St. Paul	Apl. 1	27	42	312	59	2
				New York	" 8	54	73	317	56	2
Apr. 8	17	132	224	Philadelphia	" 15	31	35	114	67	14
" 16	13	113	201	St. Louis	" 22	32	46	171	76	1
" 23	30	77	140	St. Paul	" 29	45	85	327	79	..
" 30	11	95	191	New York	May 6	47	65	323	118	4
May 6	18	74	254	Philadelphia	" 13	49	56	223	91	3
" 13	27	121	249	St. Louis	" 20	66	64	243	186	4
" 25	47	163	270	St. Paul	" 27	61	107	188	122	4
" 27	24	68	168	New York	June 3	103	138	376	162	2
June 3	29	101	161	Philadelphia	" 10	162	127	226	148	4
" 10	24	92	154	St. Louis	" 17	110	118	290	164	4
" 29	38	180	283	St. Paul	July 1	214	179	393	208	9
July 1	47	86	120	Philadelphia	" 8	195	180	278	214	2
" 9	70	222	382	St. Louis	" 15	114	99	199	196	4
" 16	51	98	107	New York	" 22	35	62	382	122	1
" 22	54	79	135	St. Paul	" 29	40	43	288	92	1
" 29	53	96	129	Philadelphia	Aug. 5	35	46	335	138	3
Aug. 6	82	207	100	St. Louis	" 12	32	40	235	118	4
" 24	190	328	367	St. Paul	" 26	63	120	428	163	1
" 26	251	266	276	Philadelphia	Sept. 2	29	26	170	105	9
Sept. 2	323	203	286	St. Louis	" 9	21	43	323	141	8
" 9	270	255	262	New York	" 16	16	14	213	94	5

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"	16	266	191	259	St. Paul	"	23	17	24	165	115	3
"	23	245	261	207	Philadelphia	"	30	50	60	272	136	4
"	30	269	247	591	St. Louis	Oct.	7	10	24	265	159	2
Oct.	7	113	227	210	New York	"	14	19	20	93	49	5
"	19	110	400	492	St. Paul	"	21	38	62	404	198	6
"	21	48	148	158	Philadelphia	"	28	15	22	142	69	3
"	28	50	195	232	St. Louis	Nov.	4	9	34	286	138	2
Nov.	9	30	143	307	New York	"	11	20	53	243	47	..
"	16	55	191	304	St. Paul	"	18	20	64	614	54	3
"	19	33	80	204	Philadelphia	"	25	7	23	218	62	..
"	30	56	214	328	St. Louis	Dec.	2	98	95	648	234	2
Dec.	10	17	28	137	New York	"	15	14	53	354	14	6
2897 "	21	45	112	228	Philadelphia	"	23	47	46	435	9	5
41	Trips	3305	6539	9965	Totals	41	Trips	2107	2662	12378	4484	166
												12378
												16862

Grand Total

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Table IX

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

Phila. Arrival	Westbound II	III	Steamer	Phila. Departure	Eastbound II	III	Dept.	
Jan. 1	38	230	Friesland	Jan. 7	25	59	3	
" 16	60	280	Haverford	" 21	30	270	2	
Feb. 2	72	263	Merion	Feb. 5	30	273	1	
" 22	122	318	Haverford	" 25	42	178	12	
Mar. 9	118	232	Merion	Mar. 13	30	153	7	2900
" 28	174	570	Haverford	Apr. 1	70	179	2	
Apr. 10	184	656	Merion	" 15	138	127	4	
" 16	79	544	Friesland	" 22	68	118	5	
May 2	203	790	Haverford	May 6	143	256	7	
" 15	181	573	Merion	" 20	189	263	2	
" 22	75	346	Friesland	" 27	175	170	1	
June 5	186	564	Haverford	June 10	158	277	5	
" 19	186	457	Merion	" 24	187	230	6	
July 2	74	402	Dominion	July 8	226	225	2	
" 23	198	499	Haverford	" 29	178	203	7	
Aug. 6	240	395	Dominion	Aug. 12	86	138	20	
" 14	113	272	Merion	" 19	95	155	3	
Sept. 11	256	478	Dominion	Sept. 16	39	150	6	2901
" 18	214	456	Haverford	" 23	58	123	3	
Oct. 3	191	577	Merion	Oct. 7	47	153	4	
" 15	336	372	Dominion	" 21	19	107	1	
" 23	198	403	Haverford	" 28	49	86	7	
Nov. 7	208	542	Merion	Nov. 11	59	96	4	
" 29	136	420	Dominion	Dec. 3	30	426	2	
Dec. 5	90	220	Haverford	" 9	22	297	6	
" 20	82	357	Merion	" 24	15	131	5	
26 Trips	4014	11216	Totals	26 Trips	2208	4843	127	

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Table X.

ANCHOR LINE.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound Cons.	Eastbound Dept.
				Calabria	Jan. 10	..	189	15	50
	Feb. 4	11	525	Italia	Feb. 11	1	182	13	18
	" 26	10	201	Calabria	Mar. 4	..	86	..	6
2903	Mar. 26	11	1073	Italia	Apr. 1	3	104	..	22
	Apr. 9	7	594	Perugia	" 15	1	18	..	21
	" 22	10	688	Calabria	" 29	2	120	9	27
	May 11	5	707	Italia	May 18	4	125	11	6
	" 26	4	476	Perugia	June 3	3	180	..	14
	June 10	..	423	Calabria	" 17	5	208	15	12
	July 1	15	420	Italia	July 8	5	369	11	4
	" 15	4	259	Perugia	" 29	1	256	15	2
	Aug. 14	7	365	Calabria	Aug. 19	2	354	20	11
	Sept. 6	..	371	Italia	Sept. 16	4	586	25	9
	" 24	2	177	Perugia	" 30	2	360	16	4
	Oct. 10	7	314	Calabria	Oct. 14	..	443	15	5
	" 23	18	625	Italia	Nov. 4	5	1026	20	6
2904	Nov. 12	2	254	Perugia	" 22	1	900	20	15
	" 28	9	493	Calabria	Dec. 5	1	901	19	2
	Dec. 25	19	595	Italia					
	18 Trips	141	8560	Totals	18 Trips	40	6407	224	234

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Table XI.

ANCHOR LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.	
Jan. 4	..	92	97	Furnessia	Jan. 8	..	53	109	5	
" 15	15	219	137	Columbia	" 21	22	82	334	6	
" 30	18	164	136	Caledonia	Feb. 4	17	86	265	7	
Feb. 7	..	72	77	Furnessia	" 11	..	21	69	2	
" 13	11	162	100	California	" 18	13	57	225	3	2906
" 20	5	149	126	Columbia	" 25	10	40	137	1	
" 27	10	339	131	Caledonia	Mar. 4	18	47	227	11	
Mar. 8	..	130	105	Furnessia	" 11	..	39	100	5	
" 13	11	325	227	California	" 18	8	46	233	8	
" 19	16	241	232	Columbia	" 25	24	68	191	5	
" 26	29	504	411	Caledonia	Apr. 1	36	74	131	9	
Apr. 4	..	276	216	Furnessia	" 8	..	52	89	1	
" 10	45	499	538	California	" 15	33	93	87	19	
" 16	23	509	429	Columbia	" 22	49	67	163	21	
" 23	27	527	489	Caledonia	" 29	89	170	218	9	
May 2	..	429	219	Furnessia	May 6	..	123	267	2	
" 8	28	515	453	California	" 13	80	197	357	3	
" 14	15	475	305	Columbia	" 20	113	209	612	6	2907
" 21	16	497	322	Caledonia	" 27	142	395	354	3	
" 29	..	257	194	Furnessia	June 3	..	243	295	2	
June 5	34	506	357	California	" 10	159	325	276	2	
" 11	36	267	189	Columbia	" 17	186	257	477	..	
" 18	43	360	205	Caledonia	" 24	209	303	499	5	
" 27	..	148	118	Furnessia	July 1	..	316	270	3	
July 2	31	249	139	California	" 8	129	364	311	1	
" 9	47	246	139	Columbia	" 15	122	204	331	3	
" 16	54	257	181	Caledonia	" 22	135	263	213	7	
" 24	..	149	138	Furnessia	" 29	..	92	131	3	
" 30	91	269	143	California	Aug. 5	86	164	184	1	

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	Aug. 13	141	372	189	Caledonia	" 16	36	109	189	4
	" 6	88	340	170	Columbia	" 20	34	107	210	3
	" 24	..	344	133	Furnessia	" 27	..	43	122	1
	" 27	215	371	289	California	Sept. 2	24	87	147	6
	Sept. 3	340	234	324	Caledonia	" 9	20	66	130	1
	" 10	304	221	331	Columbia	" 16	16	81	121	5
	" 21	281	320	357	Cameronia	" 24	41	97	162	1
	" 25	125	413	383	California	" 30	21	82	161	..
	Oct. 2	145	454	404	Caledonia	Oct. 7	18	71	139	3
	" 8	65	518	363	Columbia	" 14	28	103	153	3
	" 15	112	576	360	Cameronia	" 21	31	80	188	4
	" 22	58	509	232	California	" 28	16	51	102	3
2909	" 29	55	479	202	Caledonia	Nov. 4	22	63	150	2
	Nov. 6	14	178	150	Columbia	" 11	14	52	106	2
	" 14	29	240	166	Cameronia	" 18	14	78	347	1
	" 21	13	158	160	California	" 25	14	52	152	1
	" 27	25	158	128	Caledonia	Dec. 2	23	88	442	10
	Dec. 4	4	112	103	Columbia	" 9	18	89	574	8
	" 11	11	158	154	Cameronia	" 16	20	134	484	1
	" 19	8	132	121	California	" 23	7	77	219	1
	49 Trips	2638	15119	11272	Totals	49 Trips	2097	6060	11453	213

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Table XII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON.

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I	
Jan. 3	31	Minnewaska	Jan. 7	52	
" 9	24	Minneapolis	" 14	20	
" 16	30	Minnehaha	" 21	36	
" 23	20	Minnetonka	" 28	32	
Feb. 6	65	Minnewaska	Feb. 11	24	2912
" 13	24	Minneapolis	" 18	22	
" 20	13	Minnehaha	" 25	25	
" 28	28	Minnetonka	Mar. 4	26	
Mar. 13	73	Minnewaska	" 18	66	
" 20	15	Minnehaha	" 25	51	
" 27	35	Minneapolis	Apr. 1	50	
Apr. 3	44	Minnetonka	" 8	86	
" 23	33	Minnehaha	" 29	141	
" 30	56	Minnewaska	May 6	136	
May 6	31	Minneapolis	" 13	52	
" 13	26	Minnetonka	" 20	98	
" 22	59	Minnehaha	" 27	120	
" 29	55	Minnewaska	June 3	173	2913
June 5	43	Minneapolis	" 10	149	
" 12	42	Minnetonka	" 17	148	
" 19	42	Minnehaha	" 24	178	
		Minnewaska	July 1	234	
July 7	2	Minneapolis	" 9	150	
" 13	7	Minnetonka	" 16	141	
" 18	6	Minnehaha	" 22	74	
" 24	104	Minnewaska	" 29	149	
Aug. 1	83	Minneapolis	Aug. 5	86	
" 7	132	Minnetonka	" 12	86	
" 24	168	Minnewaska	" 27	101	
" 28	164	Minneapolis	Sept. 2	61	

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Sept.	4	188	Minnetonka	"	9	59
"	11	160	Minnehaha	"	16	41
"	18	220	Minnewaska	"	23	65
"	25	159	Minneapolis	"	30	44
Oct.	2	169	Minnetonka	Oct.	7	40
"	9	154	Minnehaha	"	14	28
"	16	211	Minnewaska	"	21	63
"	23	123	Minneapolis	"	28	18
"	31	95	Minnetonka	Nov.	4	37
Nov.	6	42	Minnehaha	"	11	12
"	14	91	Minnewaska	"	18	33
"	29	52	Minneapolis	Dec.	3	43
2915 Dec.	5	40	Minnetonka	"	9	36
"	10	11	Minnehaha	"	16	9
"	19	69	Minnewaska	"	23	32
44 Trips		3239	Totals	45 Trips		3327

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Table XIII.

AUSTRO-AMERICANA.

New York—Greece, Italy, Azores.

N. Y. Arrival	Westbound I	II	III Grks.	III Alg. Az.	Steamer	N. Y. Departure	Eastbound I	II	III Grks.	III Ital.	III Az.	Cons.	Dept.	
					Laura	Jan. 4	10	17	141	101	..	..	29	
Jan. 5	5	46	117	..	Oceania	" 11	..	4	..	92	..	..	40	
" 10	2	37	150	..	Alice	" 18	3	10	89	181	..	2	28	2918
" 23	20	104	207	1	Martha W.	" 28	13	50	203	55	2	3	17	
Feb. 18	..	21	175	..	Atlanta	Feb. 23	..	..	25	49	..	..	20	
" 25	1	50	179	3	Oceania	Mar. 1	..	3	6	27	..	..	4	
Mar. 2	1	28	164	..	Alice	" 8	7	..	33	9	..	3	12	
" 13	20	230	1085	2	Martha W.	" 18	31	22	154	48	..	2	57	
" 25	5	30	366	..	Argentina	" 29	2	9	118	10	..	3	72	
Apr. 13	..	..	484	..	Eugenia									
" 12	21	66	535	3	Oceania	Apr. 19	21	9	80	43	5	..	56	
" 21	11	52	439	23	Alice	" 26	3	1	7	13	..	..	39	
" 26	62	211	860	..	Martha W.	May 3	5	60	173	137	..	2	52	
May 2	1	18	135	..	Laura	" 10	..	28	115	9	..	4	14	
" 12	9	34	115	4	Argentina	" 17	3	2	26	29	..	..	16	
" 31	8	55	513	..	Oceania	June 7	7	23	14	35	..	..	19	2919
June 6	15	45	144	3	Alice	" 14	2	5	18	102	..	1	6	
" 11	12	210	741	2	Martha W.	" 17	105	6	59	102	2	4	5	
" 21	8	60	156	..	Laura	" 26	16	4	49	25	..	..	4	
" 28	14	22	160	16	Argentina	July 5	10	18	206	42	..	1	12	
July 23	18	98	497	65	Martha W.	" 29	20	63	332	130	15	7	12	
Aug. 16	16	99	266	37	Argentina	Aug. 23	9	20	245	..	..	5	27	
" 31	2	2	96	..	Columbia	Sept. 6	..	..	57	237	..	1	6	
Sept. 4	15	139	358	6	Martha W.	" 13	25	46	220	192	2	6	8	
" 13	4	69	108	25	Oceania	" 20	2	1	71	31	..	2	2	
" 20	9	32	259	..	Alice	" 27	3	3	48	126	..	2	9	
Oct. 7	19	85	293	6	Argentina	Oct. 11	2	2	19	96	..	2	8	

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"	23	54	252	872	..	Martha W	"	28	40	38	253	522	6	27	21
Nov.	1	3	35	275	..	Oceania	Nov.	8	1	3	146	275	..	2	11
"	10	3	42	241	17	Alice	"	15	..	6	29	527	..	..	11
"	28	37	143	314	..	Argentina	"	30	27	5	210	721	5	5	5
Dec	5	33	234	634	2	Martha W.	Dec.	9	26	49	634	297	..	..	16
"	22	12	101	202	5	Oceania	"	27	..	1	30	309	..	24	12
32	Trips	440	2650	11140	220	Totals	32	Trips	393	508	3810	4563	37	108	650
		(a)	(b)	220					(c)	(d)		3810			
												37			
				11360	Grand Totals							8410			

2921

(a) Including 19 from Azores.
(b) Including 103 from Azores.
(c) Including 11 to Azores.
(d) Including 12 to Azores.

Table XIII—Concluded.

AUSTRO-AMERICANA.

New York-Adriatic.

(Continued from preceding page.)

2922

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
				Laura	Jan. 4	..	..	98	12	9
Jan. 5	2	4	119	Oceania	" 11	1	7	90	11	14
" 10	..	3	110	Alice	" 18	3	9	193	22	5
" 23	8	10	151	Martha Wash'ton	" 28	15	45	85	17	3
Feb. 18	1	17	260	Atlanta	Feb. 23	..	4	166	22	5
" 25	2	10	106	Oceania	Mar. 1	..	14	99	24	2
Mar. 2	2	10	95	Alice	" 8	5	5	163	28	3
" 13	11	27	341	Martha Wash'ton	" 18	21	88	369	29	1
" 25	1	12	250	Argentina	" 29	5	14	99	25	7
Apr. 12	1	19	629	Oceania	Apr. 19	6	26	158	20	8
" 21	2	4	194	Alice	" 26	13	31	67	19	3

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"	26	5	54	257	Martha Wash'ton	May	3	47	50	421	14	3
May	2	..	10	119	Laura	"	10	..	19	198	23	4
"	12	3	13	108	Argentina	"	17	3	19	158	24	5
"	31	3	23	459	Oceania	June	7	37	21	157	22	4
June	6	2	8	173	Alice	"	14	18	17	77	16	2
"	11	11	42	277	Martha Wash'ton	"	17	22	14	394	7	..
"	21	8	12	189	Laura	"	26	14	11	122	23	..
"	28	2	11	97	Argentina	July	5	24	39	193	33	4
July	23	27	46	406	Martha Wash'ton	"	29	42	55	550	55	4
Aug.	16	14	20	160	Argentina	Aug.	23	3	28	355	39	4
"	31	2	8	118	Columbia	Sept.	6	..	2	65	1	1
Sept.	4	62	69	184	Martha Wash'ton	"	13	8	22	372	45	1
"	13	8	28	124	Oceania	"	20	1	16	101	13	..
"	20	23	29	116	Alice	"	27	3	14	122	30	3
Oct.	7	10	58	277	Argentina	Oct.	11	4	10	122	19	1
"	23	17	65	502	Martha Wash'ton	"	28	12	22	362	41	8
Nov.	1	..	22	238	Oceania	Nov.	8	2	10	89	23	5
"	10	11	26	267	Alice	"	15	5	7	151	30	5
"	28	8	20	445	Argentina	"	30	2	18	181	..	4
Dec.	5	12	79	740	Martha Wash'ton	Dec.	9	19	8	292	..	3
"	22	8	17	441	Oceania	"	27	2	3	140	37	6
31	Trips	266	776	7952	Totals	32	Trips	337	648	6209	724	127

2924

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Table XIV.

CANADA LINE.

MONTREAL—ROTTERDAM.

	Montreal Arrival	Westbound III	Steamer	Montreal Departure	Eastbound III	Dept.
	Apr. 9	1061	Barcelona			
	" 22	1912	Samland	Apr. 27	16	2
	May 3	875	Pisa	May 9	16	3
2927	" 11	363	Willehad	" 13	13	1
	" 21	1800	Gothland	" 28	18	7
	" 28	440	Barcelona	June 2	15	..
	June 5	976	Samland	" 9	15	1
	" 11	600	Pisa	" 15	6	1
	" 18	416	Willehad	" 23	6	..
	July 4	532	Wittekind	July 9	32	5
	" 16	727	Barcelona	" 23	10	8
	" 29	465	Willehad	Aug. 5	20	2
	Aug. 15	543	Wittekind	" 22	7	4
	" 28	284	Barcelona	Sept. 3	26	..
	Sept. 11	459	Willehad	" 17	3	2
	" 23	371	Pisa	Oct. 1	20	..
2928	Oct. 10	454	Barcelona	" 15	28	1
	" 22	407	Willehad	" 30	50	..
	Nov. 13	544	Pisa	Nov. 27	32	..
	19 Trips	13229	Totals	18 Trips	333	37

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Table XV.

CANADIAN NORTHERN STEAMSHIPS, LTD.
(ROYAL LINE).

MONTREAL, QUEBEC (SUMMER)
HALIFAX (WINTER) — BRISTOL.

Montreal Quebec Halifax Arrival	Westbound I	II	III	Steamer	Montreal Quebec Halifax Departure	Eastbound I	II	III	Dept.
Jan. 5	16	34	143	Royal George	Jan. 11	22	45	89	2
" 18	16	61	171	Royal Edward	" 25	23	19	68	11
Feb. 14	16	102	490	Royal Edward	Feb. 22	11	22	45	4
Mar. 1	31	102	590	Royal George	Mar. 8	14	27	66	4
" 14	33	300	528	Royal Edward	" 22	9	30	73	1
" 28	46	305	543	Royal George	Apr. 5	31	39	82	4
Apr. 11	52	318	548	Royal Edward	" 19	46	44	69	1
" 29	53	314	530	Royal George	May 3	73	178	150	1
May 10	56	316	562	Royal Edward	" 17	77	120	172	1
" 24	63	303	510	Royal George	" 31	109	174	293	2
June 7	40	294	500	Royal Edward	June 14	80	124	274	..
" 22	35	188	516	Royal George	" 28	82	158	204	5
July 5	107	266	521	Royal Edward	July 12	62	121	217	2
" 19	122	273	550	Royal George	" 26	40	76	170	..
Aug. 2	141	300	541	Royal Edward	Aug. 9	46	108	189	2
" 16	121	222	563	Royal George	" 23	42	36	225	2
Sept. 2	274	210	576	Royal Edward	Sept. 6	34	74	211	5
" 14	236	216	565	Royal George	" 20	25	63	247	1
" 27	100	324	578	Royal Edward	Oct. 4	43	67	327	2
Oct. 11	80	310	550	Royal George	" 18	41	50	317	5
" 26	46	156	551	Royal Edward	Nov. 1	17	51	413	4
Nov. 10	31	76	318	Royal George	" 15	27	95	703	3
" 21	18	46	209	Royal Edward	" 29	37	146	605	1
Dec. 7	12	37	191	Royal George	Dec. 13	21	144	725	6
" 20	24	39	200	Royal Edward	" 27	25	44	409	..
25 Trips	1769	5112	11544	Totals	25 Trips	1037	2055	6343	69

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Table XVI.

CANADIAN PACIFIC RAILWAY, ATLANTIC S.S. LINES.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER) BRISTOL.

	Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III
2933	May 4	15	2	Montcalm			
	" 24	4	..	Monmouth			
	June 5	12	..	Montcalm	June 10	1	..
	" 28	4	3	Monmouth			
	July 11	2	2	Montcalm			
	Aug. 8	2	3	Monmouth			
	" 20	12	..	Montcalm	Aug. 27	1	1
	Sept. 19	10	2	Monmouth			
	Oct. 4	1	2	Montcalm			
	" 31	2	..	Monmouth			
	Nov. 20	7	2	Montcalm	Nov. 29	..	1
2934	11 Trips	71	16	Totals	3 Trips	2	2

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Table XVII.

CANADIAN PACIFIC RAILWAY, ATLANTIC S.S. LINES.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER)
LIVERPOOL

treal bec ohn val	Westbound I	II	III	Steamer	Montreal Quebec St. John Departure	Eastbound I	II	III	Dept.
6	59	160	313	Empress of Britain	Jan. 13	62	109	303	7
3	91	328	598	Empress of Ireland	Feb. 10	84	170	318	14
18	97	446	698	Empress of Britain	" 25	38	69	214	9
4	70	455	718	Empress of Ireland	Mar. 10	70	83	235	11
13	..	50	862	Lake Champlain	" 16	..	22	51	4
18	136	475	809	Empress of Britain	" 24	56	97	220	2
27	..	340	1040	Lake Manitoba	" 31	..	69	49	7
27	..	55	773	Montrose	Apl. 2	..	2	3	..
31	149	484	852	Empress of Ireland	" 7	75	141	300	11
10	..	144	1082	Lake Champlain	" 14	..	40	35	8
14	180	453	847	Empress of Britain	" 21	119	128	273	8
24	..	358	1116	Lake Manitoba	" 27	..	104	76	5
28	188	457	818	Empress of Ireland	May 5	150	202	332	2
3	..	49	973	Montrose					
10	..	150	1087	Lake Champlain	" 13	..	94	118	15
13	175	485	891	Empress of Britain	" 19	159	280	449	4
23	..	357	1087	Lake Manitoba	" 26	..	236	159	12
26	160	484	785	Empress of Ireland	June 2	251	324	605	1
e 6	..	147	964	Lake Champlain	" 9	..	126	140	14
9	153	437	790	Empress of Britain	" 16	237	213	406	6
19	..	335	1124	Lake Manitoba	" 22	..	294	148	6
23	127	447	810	Empress of Ireland	" 30	298	282	439	15
5	..	146	525	Lake Champlain	July 8	..	105	206	4
9	254	323	576	Empress of Britain	" 14	198	203	395	3

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" 17	..	356	527	Lake Manitoba	" 20	..	156	130	5
" 20	232	348	802	Empress of Ireland	" 28	130	141	388	10
" 31	..	138	336	Lake Champlain	Aug. 3	..	84	122	..
Aug. 3	274	321	886	Empress of Britain	" 11	121	148	447	3
" 13	..	327	466	Lake Manitoba	" 17	..	104	166	4
" 17	237	335	861	Empress of Ireland	" 25	115	131	394	6
Sept. 5	296	394	710	Empress of Britain	Sept. 8	140	113	452	4
" 13	..	333	730	Lake Manitoba	" 16	..	89	95	5
" 14	284	336	943	Empress of Ireland	" 22	90	133	502	..
" 26	..	139	322	Lake Champlain	" 29	..	45	147	3
" 29	279	341	953	Empress of Britain	Oct. 6	112	124	532	3
Oct. 12	..	340	340	Lake Manitoba	" 14	..	74	155	7
2939 " 12	210	333	856	Empress of Ireland	" 20	125	123	535	1
" 24	..	146	195	Lake Champlain					
" 27	146	299	663	Empress of Britain	Nov. 3	89	133	716	2
				Hesperian	" 11	..	..	700	8
Nov. 10	85	261	486	Empress of Ireland	" 17	67	204	1033	1
" 12	..	226	276	Lake Manitoba	" 18	..	29	433	5
				Montrose	" 26	..	51	706	5
" 24	45	130	347	Empress of Britain	Dec. 1	86	337	834	2
				Scotian	" 10	..	77	503	8
Dec. 8	96	170	444	Empress of Ireland	" 15	98	558	755	..
" 23	74	153	342	Empress of Britain	" 29	88	154	536	8
44 Trips	4097	12991	31623	Totals	45 Trips	3058	6401	15755	258

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Table XVIII.

CANADIAN PACIFIC RAILWAY, ATLANTIC S.S. LINES.

MONTREAL, QUEBEC (SUMMER)

ANTWERP — ST. JOHN, N. B. (WINTER) — LONDON

(WESTBOUND) (EASTBOUND)

Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III	Eastbound Dept.
Jan. 10	..	353	Montezuma				
" 25	4	195	Mount Temple	Feb. 2	..	1	1
Feb. 8	1	393	Montreal	" 17	3	..	..
" 20	..	355	Montfort				
Mar. 11	..	806	Lake Michigan				
" 21	7	1530	Mount Temple	Apr. 2	..	8	..
Apr. 3	..	2159	Montreal				
" 18	..	2605	Montezuma				
May 4	..	1563	Lake Michigan	May 9	..	3	..
			Montrose	" 6	19	1	..
" 10	..	242	Montfort	" 14	..	1	..
" 19	4	1111	Mount Temple				
" 23	1	874	Montreal	" 28	6	76	..
" 30	..	726	Mount Royal				
June 7	..	617	Montezuma				
" 13	..	379	Lake Michigan	June 18	..	5	..
" 17	..	448	Montfort				
" 27	11	314	Mount Temple	July 2	7	1	..
July 3	1	306	Montreal				
" 11	11	248	Montrose				
" 18	..	235	Montezuma				
" 24	..	152	Lake Michigan	" 30	..	7	..
" 29	..	188	Montfort				
Aug. 7	5	155	Mount Temple	Aug. 13	..	3	..

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	" 13	..	118	Montreal	" 21	..	1	..
	" 20	31	101	Montrose	" 27	7	4	..
	Sept. 6	1	268	Montezuma				
	" 14	..	158	Lake Michigan	Sept. 20	..	3	..
	" 18	..	128	Montfort				
	" 26	7	156	Mount Temple	Oct. 1	..	3	..
	Oct. 3	..	149	Montreal				
	" 10	34	83	Montrose	" 15	5	1	..
	" 19	..	78	Montezuma				
	" 26	..	117	Lake Michigan				
	Nov. 2	..	65	Montfort				
	" 12	1	89	Mount Temple	Nov. 21	1	54	..
2945	" 19	..	236	Montreal				
	" 20	16	133	Montrose				
	Dec. 6	..	354	Lake Michigan				
	" 14	..	174	Montfort	Dec. 21	..	125	4
	39 Trips	135	18361	Totals	18 Trips	48	297	5

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Table XIX.

COMPANIA TRASATLANTICA DE BARCELONA.

NEW YORK—SPAIN.

N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
				Montserrat	Jan. 7	6	..	40	5	..
Jan. 10	7	12	14	Montevideo	Feb. 6	11	4	51	4	..
Feb. 12	11	3	8	Manuel Calvo	Mar. 14	10	..	18	5	..
Mar. 13	10	5	13	Antonio Lopez	Apr. 8	6	7	52	..	2
Apr. 12	8	5	15	Buenos Aires	May 9	16	12	85	6	..
May 13	44	28	26	Antonio Lopez	June 5	14	17	81	6	1
June 10	45	13	12	Montevideo	July 5	29	14	95	5	..
July 11	28	20	16	Manuel Calvo	Aug. 5	27	8	71	5	..
Aug. 10	20	10	13	Buenos Aires	Sept. 6	10	6	65	7	..
Sept. 10	48	35	..	Montserrat	Oct. 6	9	7	116	6	1
Oct. 12	39	34	20	Antonio Lopez	Nov. 7	5	6	191	4	1
Nov. 10	32	53	..	Montevideo	Dec. 14	8	3	172	3	..
Dec. 12	39	18	37	Antonio Lopez						
12 Trips	331	236	174	Totals	12 Trips	151	84	1037	56	5

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Table XX.

COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.

(French Line.)

New Orleans—Havre, Bordeaux.

	N. O. Arrival	Westbound I	II	III	Steamer	N. O. Departure	Eastbound I	III Cont.	III Ital.
2951									
	Jan. 23	..	..	19	Californie	Jan. 28	2	21	4
	Feb. 23	..	17	8	Mexico	Mar. 3	..	26	12
	Mar. 24	6	..	13	Virginie	Apr. 7	11	27	2
	Apr. 20	..	..	13	Californie	" 29	5	21	..
	May 21	1	..	19	Louisiane	June 1	18	24	..
	June 24	..	..	15	Californie	" 30	16	24	6
	Aug. 20	..	..	15	Louisiane	Aug. 29	5	25	7
	Sept. 19	..	..	19	Californie	Sept. 26	1	2	1
	" 30	22	..	45	Louisiane	Oct. 4	..	3	3
					Floride	Nov. 27	..	6	2
	Dec. 2	6	..	11	Californie	Dec. 9	..	1	6
	" 24	2	..	24	Virginie	" 30	..	6	2
2952	11 Trips	37	17	201	Totals	12 Trips	58	186	45

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Table XXI.

COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.

(French Line.)

New York—Havre, Bordeaux.

N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Ital.	Dept.	
				La Lorraine	Jan. 5	46	51	197	246	35	
n. 8	..	..	63	Hudson*							2954
" 7	47	98	467	La Savoie	" 12	36	55	202	227	24	
" 14	98	147	412	La Provence	" 19	61	54	237	194	27	
" 10	..	36	123	Niagara	" 21	..	21	26	38	2	
" 23	..	24	71	Virginie							
" 24	17	116	208	La Bretagne	" 26	12	45	223	103	4	
" 28	49	105	506	La Savoie	Feb. 2	56	65	282	247	10	
eb. 2	..	115	233	Chicago	" 4	..	72	84	30	12	
" 3	..	37	97	Floride							
" 5	18	68	224	La Touraine	" 9	18	36	165	164	11	
" 9	..	49	102	Caroline	" 16	..	6	..	..	..	
" 10	98	160	571	La Provence	" 16	91	75	286	202	25	
" 14	..	79	172	La Gascogne	" 18	..	23	72	18	5	
" 15	..	..	17	St. Laurent*							
" 19	12	124	262	Espagne	" 23	37	42	134	123	25	2955
				Niagara	" 28	..	6	..	..	..	
" 28	9	87	98	La Bretagne	Mar. 2	9	33	154	132	9	
Mar. 2	..	165	447	Chicago	" 5	..	61	75	29	3	
" 5	85	171	581	La Lorraine	" 9	47	81	312	159	16	
" 11	51	289	539	La Provence	" 16	121	88	318	245	12	
" 12	..	..	47	Hudson*							
" 13	..	96	126	Floride	" 17	..	5	..	..	..	
" 14	..	105	384	La Gascogne	" 18	..	32	40	17	14	
" 19	29	302	650	La Touraine	" 23	22	47	190	97	14	
" 24	..	104	254	Caroline	" 29	..	20	..	..	..	
" 25	42	274	563	La Savoie	" 30	63	74	373	229	14	
" 29	..	371	1281	Chicago	Apr. 1	..	128	60	23	2	

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	Apr.	1	36	214	569	La Lorraine	"	6	87	107	432	258
	"	4	..	130	587	Niagara	"	13	..	25	37	..
	"	8	77	307	544	La Provence	"	13	149	106	177	264
	"	11	..	234	552	La Bretagne	"	15	..	58	121	26
	"	15	17	184	733	La Touraine	"	20	48	86	200	143
	"	22	35	124	492	La Savoie	"	27	142	136	238	142
	"	23	..	75	266	Floride	"	29	..	28	..	..
	"	27	..	186	553	Chicago	"	29	..	248	90	14
	"	29	40	232	507	La Lorraine	May	4	101	85	265	242
	May	6	87	278	542	La Provence	"	11	260	134	282	284
	"	6	..	70	250	Caroline	"	13	..	26	..	..
	"	9	..	143	490	La Bretagne	"	13	..	57	93	16
2957	"	14	36	154	598	La Touraine	"	18	46	129	188	125
	"	17	..	..	90	Hudson*						
	"	20	47	175	602	La Savoie	"	25	151	148	305	171
	"	16	..	128	246	Niagara	"	27	..	86	86	..
	"	24	..	215	606	Chicago	"	27	..	382	92	33
	"	27	37	192	513	La Lorraine	June	1	154	135	294	231
	June	3	94	235	519	La Provence	"	8	296	142	298	272
	"	3	..	69	233	Floride	"	10	..	63	..	..
	"	6	..	114	324	La Bretagne	"	10	..	175	80	21
	"	10	44	123	437	La Savoie	"	15	201	148	272	211
	"	13	..	5	58	St. Laurent*						
	"	17	26	98	394	La Lorraine	"	22	172	135	185	119
	"	14	..	75	82	Caroline	"	24	..	91	..	..
2958	"	20	..	126	324	Chicago	"	24	..	358	79	52
	"	24	101	172	484	La Provence	"	29	316	135	271	207
	"	27	..	69	99	Niagara	July	1	..	184	57	13
	July	2	20	151	453	La Touraine	"	6	76	170	190	148
	"	7	..	..	56	Hudson*						
	"	8	67	163	367	La Savoie	"	13	134	123	287	187
	"	15	76	220	486	La Lorraine	"	20	77	169	223	143
	"	16	..	70	86	Floride	"	22	..	103	..	..
	"	24	37	126	209	La Touraine	"	27	37	130	141	124
	"	31	54	142	464	La Savoie	Aug.	3	75	156	243	259
	"	27	..	82	..	Caroline	"	5	..	73	12	4
	Aug.	4	..	..	34	St. Laurent*						
	"	4	150	193	486	La Provence	"	10	110	145	206	292

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"	4	..	32	76	Virginie	"	12	..	21	..	..	..
"	12	79	150	460	La Lorraine	"	17	56	74	289	283	26
"	8	..	147	128	Niagara	"	19	..	67	23	18	..
"	20	42	127	298	La Bretagne	"	24	14	68	188	124	12
"	27	124	103	60	Espagne	"	31	34	63	98	128	5
"	26	..	65	2	Floride	Sept.	2	..	8	..	..	..
"	29	..	344	347	Chicago	"	2	..	89	55	27	6
Sept.	1	331	133	557	La Provence	"	7'	94	134	242	388	10
"	2	..	..	29	Hudson*							
"	9	266	127	467	La Savoie	"	14	48	77	182	265	6
"	12	..	15	233	Mexico							
"	13	..	320	226	La Bretagne	"	16	..	60	37	15	8
"	16	243	120	495	La Lorraine	"	21	51	72	152	267	5
"	19	..	191	199	Niagara	"	23	..	22	8	28	..
"	23	302	140	492	La Provence	"	28	80	92	182	372	2
"	25	..	425	642	Rochambeau	"	30	..	99	141	140	2
"	30	224	169	588	La Savoie	Oct.	5	54	62	249	305	9
Oct.	6	..	..	75	St. Laurent*							
"	7	174	182	172	La Lorraine	"	12	40	59	165	252	15
"	9	..	39	180	Virginie							
"	9	..	359	285	Chicago	"	14	..	104	85	53	3
"	16	48	244	667	La Bretagne	"	19	10	55	226	202	6
"	17	..	205	323	Niagara							
"	20	211	200	442	La Provence	"	26	114	61	226	332	8
"	22	..	437	687	Rochambeau	"	28	..	114	125	195	4
"	28	98	230	569	La Savoie	Nov.	2	35	71	237	383	4
Nov.	4	105	273	578	La Lorraine	"	9	30	56	113	413	13
"	3	..	125	173	Caroline	"	11	..	23	..	..	..
"	7	..	360	670	Chicago	"	11	..	68	79	76	9
"	14	39	217	327	La Bretagne	"	16	5	41	206	263	6
"	19	227	208	501	La Provence	"	23	57	104	82	503	15
"	21	..	350	747	Rochambeau	"	25	..	131	112	955	13
"	23	..	6	..	Mexico							
"	26	91	213	572	La Savoie	"	30	65	90	215	626	9
Dec.	2	44	230	546	La Lorraine	Dec.	7	46	89	115	641	6
"	5	..	192	769	Chicago	"	9	..	72	237	1089	8
"	5	..	..	44	Hudson*							
"	11	33	121	246	La Touraine	"	14	21	48	203	524	25
"	16	148	230	470	La Provence	"	21	83	75	210	344	13

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" 18	..	239	737	Rochambeau	" 23	..	44	150	257	29
" 19	..	72	151	Caroline	" 25	..	8	..	..	..
" 23	46	172	542	La Savoie	" 28	31	40	210	260	15
" 29	..	..	36	St. Laurent*						
107 Trips	4511	15908	38641	Totals	92 Trips	4219	7957	13716	16251	894
										13716
										29967

*To and from Bordeaux.

Table XXII.

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CUNARD LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
				Campania	Jan. 4	77	147	286	..
Jan. 12	275	259	388	Lusitania	" 18	346	175	557	25
" 7	121	137	250	Caronia					
" 21	49	184	273	Campania	" 25	102	115	392	13
" 26	336	194	477	Mauretania	Feb. 1	372	174	432	15
Feb. 3	259	225	351	Lusitania	" 8	317	163	437	8
" 10	119	224	288	Campania	" 15	51	103	242	5
" 16	238	294	575	Mauretania	" 22	302	206	411	6
2964 " 24	316	350	860	Lusitania	Mar. 1	334	176	435	14
				Caronia	" 8	144	99	331	12
Mar. 6	98	320	558	Franconia					
" 10	309	293	1026	Mauretania	" 15	272	168	468	8
" 16	262	248	1077	Lusitania	" 22	391	169	629	3
" 25	72	393	632	Campania	" 29	82	115	216	12
" 30	408	441	1106	Mauretania	Apr. 5	408	291	832	9
Apr. 9	113	459	1468	Caronia	" 12	94	139	240	10
" 13	309	267	1075	Lusitania	" 19	413	188	554	11
" 19	53	218	801	Carmania	" 22	185	145	184	4
" 22	49	251	433	Campania	" 26	53	130	171	7
" 28	255	258	967	Mauretania	May 3	348	225	792	14

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May	3	54	211	816	Caronia	"	6	138	202	205	3
"	4	311	207	783	Lusitania	"	10	368	230	984	9
					Ultonia	"	13	..	18	67	..
"	13	60	276	390	Campania	"	17	60	154	367	6
"	16	82	187	500	Carmania	"	20	181	233	517	8
"	19	243	224	742	Mauretania	"	24	451	343	986	3
"	25	276	210	621	Lusitania	"	31	436	441	1027	3
"	31	97	195	396	Caronia	June	3	267	238	815	..
June	1	52	243	410	Campania	"	7	181	302	420	1
"	8	353	420	842	Mauretania	"	14	510	466	1053	12
"	13	60	214	263	Carmania	"	17	315	245	469	4
"	15	225	171	431	Lusitania	"	21	486	394	636	4
"	24	47	259	312	Campania	"	28	214	340	263	7
"	28	48	136	174	Caronia	July	1	311	223	410	6
"	30	355	310	613	Mauretania	"	5	529	442	890	8
July	10	208	274	405	Carmania	"	12	256	254	671	..
"	13	358	326	465	Lusitania	"	19	454	404	738	7
"	22	74	238	393	Campania	"	26	55	222	247	7
"	25	146	224	211	Caronia	"	29	106	212	302	..
"	27	374	397	533	Mauretania	Aug.	2	352	238	583	..
Aug.	3	474	405	674	Lusitania	"	9	248	195	635	9
"	9	139	319	261	Carmania	"	12	75	116	241	2
"	12	142	363	239	Campania	"	16	69	107	267	2
"	17	448	433	628	Mauretania	"	23	132	146	488	4
"	28	200	292	649	Caronia	"	30	103	147	555	2
Sept.	2	545	439	658	Lusitania	Sept.	3	101	91	171	1
"	8	286	464	650	Carmania	"	10	47	124	250	5
"	7	507	445	853	Mauretania	"	13	189	158	424	4
"	16	476	459	890	Lusitania	"	20	259	143	519	5
"	20	288	218	894	Caronia	"	23	84	74	183	7
"	23	300	304	542	Campania	"	27	44	79	236	2
"	28	505	451	1001	Mauretania	Oct.	4	396	187	684	5
Oct.	9	175	216	688	Saxonia	"	14	11	45	127	2
"	12	477	464	1018	Lusitania	"	18	359	159	765	5
"	21	177	378	545	Campania	"	25	69	102	239	1
"	26	433	430	776	Mauretania	Nov.	1	375	119	614	13
Nov.	3	390	295	550	Lusitania	"	8	305	159	510	3
"	12	173	258	417	Caronia						
"	16	424	254	436	Mauretania	"	22	280	139	875	2

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" 23	300	227	598	Lusitania	" 29	334	234	1002	15
				Ultonia	" 30	..	..	105	..
Dec. 2	65	150	225	Campania	Dec. 6	54	174	685	6
" 10	122	160	272	Carmania	" 13	63	196	647	4
" 15	416	223	568	Lusitania	" 16	347	385	1123	1
" 23	147	225	507	Campania	" 27	54	64	261	11
61 Trips	14673	17609	36444	Totals	62 Trips	13959	11872	30865	375

Table XXIII.

CUNARD LINE.

2969 NEW YORK—ITALIAN PORTS.

N. Y. Arrival	Westbound I	II	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
			Carmania	Jan. 7	57	14	374	..	..
			Caronia	" 21	145	38	276	..	..
Jan. 25	8	42	Carpathia						
Feb. 15	20	55	Carmania	Feb. 18	122	17	222	..	2
" 12	4	49	Pannonia	" 25	17	2	43	..	..
" 28	28	117	Caronia						
			Franconia	Mar. 11	265	19	180	..	1
Mar. 12	..	42	Ultonia	" 23	..	8	63	..	..
" 26	12	124	Saxonia	" 30	149	7	82	..	..
Apr. 7	12	64	Pannonia	Apr. 13	51	3	60	..	..
2970 " 16	33	73	Carpathia	" 27	129	15	157	..	..
May 3	..	67	Ultonia						
" 8	16	166	Saxonia	May 18	167	37	119	..	..
" 24	25	46	Pannonia	June 1	67	5	139	7	..
June 6	30	108	Carpathia	" 15	212	..	368	20	..
" 30	20	43	Saxonia	July 3	336	..	222	..	..
July 13	27	39	Pannonia	" 20	26	25	166	9	..
" 26	26	30	Carpathia	Aug. 3	29	18	403	13	..
Aug. 21	7	21	Saxonia						
" 30	38	7	Pannonia	Sept. 7	3	3	258	31	..
Sept. 11	82	13	Carpathia	" 21	30	9	408	..	..
Oct. 6	..	4	Ultonia	Oct. 12	..	10	175	17	..
" 20	28	23	Pannonia	" 26	14	32	1189	31	..

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Nov. 3	19	65	Carpathia	Nov. 9	44	9	1827	25	..
			Caronia	" 18	161	52	1631	29	..
" 27	..	27	Ultonia						
			Ivernia	" 30	33	26	1719	16	..
Dec. 7	7	73	Pannonia	Dec. 16	11	41	1435	30	..
" 22	21	94	Carpathia						
" 23	33	88	Caronia						
25 Trips	496	1480	Totals	23 Trips	2068	390	11516	228	3

CUNARD LINE.

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New York—Adriatic Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
				Carmania	Jan. 7	295	25	279	45	62
				Caronia	" 21	215	19	584	39	22
Jan. 25	11	85	915	Carpathia						
Feb. 15	14	70	660	Carmania	Feb. 18	236	15	..	..	..
" 12	9	38	720	Pannonia	" 25	11	9	207	36	34
" 28	15	191	1024	Caronia						
				Franconia	Mar. 11	149	44	..	..	..
Mar. 12	..	70	408	Ultonia	" 23	..	10	175	31	25
" 26	6	92	1152	Saxonia	" 30	26	25	220	33	15
Apr. 7	6	45	1083	Pannonia	Apr. 13	20	3	205	27	23
" 16	9	161	1447	Carpathia	" 27	6	21	351	28	11
May 3	..	41	803	Ultonia						
" 8	19	110	580	Saxonia	May 18	17	66	315	55	33
" 24	15	73	1150	Pannonia	June 1	19	21	300	38	19
June 6	19	136	1101	Carpathia	" 15	28	..	395	53	11
" 30	3	105	892	Saxonia	July 3	38	..	355	42	12
July 13	14	69	497	Pannonia	" 20	30	19	224	52	7
" 26	4	99	566	Carpathia	Aug. 3	11	16	363	61	8
Aug. 21	11	94	604	Saxonia						
" 30	29	32	460	Pannonia	Sept. 7	10	13	268	72	9
Sept. 11	41	97	635	Carpathia	" 21	8	41	307	65	14

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Oct. 6	..	105	727	Ultonia	Oct. 12	..	17	156	44	8
" 20	19	78	619	Pannonia	" 26	11	18	127	60	12
Nov. 3	15	177	848	Carpathia	Nov. 9	2	21	264	48	5
				Caronia	" 18	68	35	655	28	2
" 27	..	67	930	Ultonia						
				Ivernia	" 30	17	13	271	..	12
Dec. 7	15	47	1033	Pannonia	Dec. 16	3	12	117	38	37
" 22	16	78	712	Carpathia						
" 23	6	44	552	Caronia						
25 Trips	296	2204	20118	Totals	23 Trips	1220	463	6138	895	381

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Table XXIV.

CUNARD LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	Dept.
Jan. 12	24	244	312	Ivernia	Jan. 17	9	51	152	5
Feb. 16	26	287	484	Ivernia	Feb. 21	11	49	192	6
Mar. 16	27	392	824	Ivernia	Mar. 21	27	64	268	9
Apr. 13	41	423	1237	Ivernia	Apr. 18	48	104	210	3
" 27	50	596	1657	Franconia	May 2	119	169	470	5
May 11	50	377	1155	Ivernia	" 16	49	257	410	12
2976 " 24	105	391	1285	Franconia	" 30	257	409	1124	8
June 21	115	364	856	Franconia	June 27	361	372	912	6
July 19	176	516	632	Franconia	July 25	171	344	526	4
Aug. 16	278	384	817	Franconia	Aug. 22	64	145	332	2
Sept. 13	392	314	1416	Franconia	Sept. 19	49	156	302	5
Oct. 10	196	587	1225	Franconia	Oct. 17	69	125	316	8
" 26	52	373	566	Ivernia	" 31	12	72	100	5
Nov. 9	88	345	512	Franconia	Nov. 14	35	69	291	3
" 24	34	151	353	Ivernia					
Dec. 7	52	172	350	Franconia	Dec. 9	39	158	610	4
				Carpathia	" 29	4	21	98	7
16 Trips	1706	5916	13681	Totals	16 Trips	1324	2565	6313	92

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Table XXV.

CUNARD LINE.

MONTREAL, QUEBEC (SUMMER) SOUTHAMPTON, LONDON
PORTLAND (WINTER)

Montreal Quebec Portland Arrival	Westbound II	III	Steamer	Montreal Quebec Portland Departure	Eastbound II	III	Dept.	
May 17	27	557	Albania	May 20	25	39	2	
" 26	43	659	Ausonia	June 3	29	47	..	2978
June 3	188	638	Ascania	" 9	83	57	..	
" 26	35	376	Albania	July 1	26	22	6	
July 9	44	361	Ausonia	" 15	41	14	1	
" 21	182	334	Ascania	" 29	47	53	8	
Aug. 6	38	272	Albania	Aug. 12	19	18	1	
" 19	48	267	Ausonia	" 26	22	22	6	
Sept. 9	195	352	Ascania	Sept. 14	58	40	5	
" 18	32	220	Albania	" 23	15	22	..	
Oct. 1	52	187	Ausonia	Oct. 7	29	31	1	
" 13	191	239	Ascania	" 21	45	42	1	
" 31	35	169	Albania	Nov. 5	18	73	1	
Nov. 14	56	175	Ausonia	" 20	49	94	1	
" 26	47	99	Ascania	Dec. 2	55	150	4	2979
15 Trips	1213	4905	Totals	15 Trips	561	724	37	

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Table XXVI.

DOMINION LINE AND WHITE STAR-DOMINION LINE.

MONTREAL, QUEBEC (SUMMER)
HALIFAX, PORTLAND (WINTER) — LIVERPOOL.

	Montreal Quebec Halifax Portland Arrival	Westbound I	II	III	Steamer	Montreal Quebec Portland Departure	Eastbound I	II	III	Dept.
2981	Jan. 6	..	70	186	Canada	Jan. 14	..	28	39	..
	" 23	..	78	131	Dominion	" 28	..	46	23	..
	Feb. 10	..	119	232	Canada	Feb. 18	..	40	40	6
	" 27	31	252	639	Megantic	Mar. 4	20	34	73	5
	Mar. 13	..	377	702	Canada	" 18	..	41	35	6
	" 20	..	196	396	Dominion	" 25	..	17	24	4
	" 26	75	511	998	Megantic	Apr. 1	50	48	57	2
	Apr. 3	..	247	976	Southwark	" 8	..	5	9	6
	" 11	..	501	964	Canada	" 15	..	85	37	7
	" 24	54	539	944	Megantic	" 29	80	69	100	4
	May 4	..	313	724	Dominion	May 7	..	116	52	1
	" 4	..	261	1021	Southwark					
2982	" 9	..	485	926	Canada	" 13	..	198	82	1
	" 14	112	536	944	Laurentic	" 20	172	143	232	3
	" 21	..	536	763	Teutonic	" 27	..	377	118	6
	" 30	..	320	539	Dominion	June 3	..	213	109	4
	" 31	..	250	593	Southwark					
	June 4	124	478	990	Megantic	" 10	247	302	342	3
	" 12	..	441	820	Canada	" 17	..	328	115	5
	" 18	90	305	883	Laurentic	" 24	299	214	190	3
	" 25	..	210	494	Teutonic	July 1	..	485	93	7
	July 1	136	271	554	Megantic	" 8	207	194	215	4
	" 11	..	320	447	Canada	" 15	..	244	151	7
	" 15	173	326	691	Laurentic	" 22	155	115	216	16

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" 21	..	323	487	Teutonic	" 29	..	193	58	..	
" 29	243	274	416	Megantic	Aug. 5	111	96	170	2	
Aug. 6	..	451	546	Canada	" 12	..	89	118	4	
" 11	264	268	510	Laurentic	" 19	103	94	225	4	
" 20	..	511	336	Teutonic	" 26	..	152	130	15	
Sept. 5	253	268	540	Laurentic	Sept. 5	46	62	156	..	
" 7	..	407	353	Canada	" 12	..	98	117	4	
" 12	279	265	542	Megantic	" 16	78	114	205	2	
" 15	..	496	423	Teutonic	" 23	..	139	130	2	
" 23	253	404	448	Laurentic	" 30	106	90	215	7	
Oct. 2	..	484	391	Canada	Oct. 7	..	110	147	6	
" 8	185	313	522	Megantic	" 14	59	51	278	2	2984
" 14	..	320	269	Teutonic	" 21	..	179	186	3	
" 21	104	226	393	Laurentic	" 28	70	57	242	1	
" 30	..	209	352	Canada	Nov. 4	..	93	220	2	
Nov. 7	76	126	280	Megantic	" 11	59	78	398	6	
" 13	..	111	375	Teutonic	" 18	..	113	399	5	
" 19	36	120	216	Laurentic	" 22	57	99	902	3	
" 28	..	48	271	Canada	Dec. 2	..	66	352	6	
Dec. 4	21	56	185	Megantic	" 9	44	157	543	1	
" 9	..	53	181	Teutonic	" 14	..	237	579	3	
45 Trips	2509	13675	24593	Totals	43 Trips	1963	5709	8122	178	

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Table XXVII.

DONALDSON LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER)
GLASGOW.

	Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III	Eastbound Dept.
	Feb. 1	76	106	Saturnia	Feb. 9	4	29	17
2987	" 2	3	..	Kastalia				
	" 10	5	..	Lakonia				
	" 14	85	109	Cassandra	" 23	7	31	4
	Mar. 7	..	4	Pythia				
	" 7	239	218	Saturnia	Mar. 17	9	15	2
	" 14	244	282	Athenia	" 23	9	23	1
	" 20	260	624	Cassandra	" 30	5	27	..
	" 31	5	..	Salacia				
	Apr. 10	252	1000	Saturnia	Apr. 18	28	10	..
	" 28	267	909	Cassandra	May 3	60	60	..
	" 30	11	..	Lakonia				
	May 10	274	306	Athenia	" 13	47	40	..
	" 16	263	645	Saturnia	" 20	35	80	1
2988	" 24	8	..	Salacia				
	" 31	269	379	Cassandra	June 3	85	98	5
	June 6	259	315	Athenia	" 10	70	35	4
	" 12	271	565	Saturnia	" 17	131	72	1
	" 21	2	..	Salacia				
	" 28	239	212	Cassandra	July 1	137	53	1
	July 4	228	135	Athenia	" 8	104	44	..
	" 10	124	131	Saturnia	" 15	72	60	1
	" 23	121	176	Cassandra	" 29	48	41	2
	" 31	128	89	Athenia	Aug. 5	30	42	1
	Aug. 6	167	145	Saturnia	" 12	15	37	1
	" 16	2	..	Salacia				
	" 22	198	129	Cassandra	" 26	17	69	2

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" 28	261	233	Athenia	Sept. 2	23	33	1
Sept. 4	246	166	Saturnia	" 9	28	52	1
" 18	251	151	Cassandra	" 23	29	56	1
" 26	249	169	Athenia	" 30	36	54	..
Oct. 3	209	142	Saturnia	Oct. 7	22	91	3
" 17	169	109	Cassandra	" 21	33	85	..
" 24	76	73	Athenia	" 28	9	73	1
" 31	99	110	Saturnia	Nov. 4	22	117	..
Nov. 17	114	120	Cassandra	" 23	39	391	1
" 22	26	63	Athenia	Dec. 2	53	240	..
" 28	38	79	Saturnia	" 9	54	241	1
Dec. 19	3	7	Salacia	" 24	..	2	..
39 Trips	5741	7901	Totals	31 Trips	1261	2301	52

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Table XXVIII.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

	Westbound							Eastbound							
	N. Y. Arrival	I	II	III Ital. Grks.	III M'les.	III Az.	Steamer	N. Y. Departure	I	II	III Ital. Grks.	III M'les.	III Az.	Cons.	Dep.
	Jan. 4	3	..	..	9	..	Massilia								
							Germania	Jan. 5	19	..	163	3	..	11	11
2993	" 12	22	126	380	..	29	Sant' Anna	" 19	55	13	414	..	7	18	32
	" 28	9	..	97	..	4	Roma	Feb. 4	2	..	..	13	..	..	..
	Feb. 4	12	..	238	..	19	Madonna	" 11	16	..	230	..	..	21	7
	" 14	1	..	153	..	20	Venezia	" 18	9	1	56	..	36	13	1
	" 23	..	..	..	28	14	Germania	" 26	..	..	..	4	..	..	1
	" 28	16	58	642	..	5	Sant' Anna	Mar. 4	50	5	121	..	10	11	16
	Mar. 14	2	..	323	..	..	Roma	" 18	1	..	..	4	8	..	..
	" 20	22	..	..	52	158	Madonna	" 25	6	..	..	4	..	..	2
	" 30	25	..	1335	..	143	Venezia	Apr. 1	22	..	51	..	..	..	18
	Apr. 3	3	..	..	268	173	Germania	" 8	..	..	..	5	22	..	14
	" 13	14	113	1437	..	95	Sant' Anna	" 15	78	15	69	1	28	18	22
	" 25	2	..	340	..	..	Roma	" 29	11	..	24	4	..	17	21
	May 6	28	..	614	..	150	Madonna	May 12	7	..	..	2	2	..	..
	" 12	31	..	339	..	61	Venezia	" 20	38	..	51	9	..	9	18
2994	" 19	4	..	..	..	68	Germania	" 25	29	..	10	1	..	11	1
	" 27	15	70	651	..	41	Sant' Anna	June 3	87	87	84	..	33	10	8
	June 8	1	..	411	..	..	Roma	" 14	37	2	118	1	..	23	8
	" 18	6	..	..	91	16	Madonna	" 24	36	..	..	7	..	..	2
	" 29	7	..	484	..	..	Venezia	July 1	59	..	160	3	6	16	1
	July 2	2	..	..	32	5	Germania	" 8	17	..	163	2	..	19	13
	" 14	16	61	285	..	..	Sant' Anna	" 20	86	95	362	2	76	32	5
	" 22	2	..	..	17	..	Roma	" 29	6	..	480	..	..	21	4
	Aug. 4	..	..	..	57	6	Madonna	Aug. 9	6	..	..	5	24	1	2
	" 11	17	..	681	..	..	Venezia	" 19	7	..	430	3	..	32	4
	" 15	8	..	..	24	4	Germania	" 22	6	..	..	4	56	..	4

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Sept. 2	78	93	472	..		Sant' Anna	Sept. 6	32	51	947	2	..	34	9	
" 11	22	..	71	..	6	Roma	" 15	4	..	..	2	11	..	1	
" 21	19	..	..	46	..	Madonna	" 26	7	..	457	..	..	20	6	
" 28	23	..	279	..	..	Venezia	Oct. 3	8	..	698	20	..	27	2	
Oct. 6	28	8	..	45	109	Germania	" 10	15	..	..	2	25	..	..	
" 15	74	135	710	..	..	Sant' Anna	" 19	41	53	1536	52	..	45	4	
" 23	10	..	..	12	15	Roma	" 28	12	..	843	3	106	24	1	
Nov. 4	5	..	421	..	..	Madonna	Nov. 11	6	..	1042	3	..	42	4	
" 11	18	..	421	..	..	Venezia	" 17	30	..	825	1	26	25	4	
" 22	..	..	..	17	31	Germania	" 25	..	45	970	..	..	18	3	
" 28	21	126	883	..	..	Sant' Anna	Dec. 2	45	117	1771	8	..	31	4	
Dec. 4	32	..	..	109	61	Roma	" 8	..	40	356	..	3	14	11	2996
" 24	3	..	555	..	..	Madonna	" 29	23	..	243	3	11	24	6	
" 31	9	..	370	..	..	Venezia									
40 Trips	610	790	12592	807	1233	Totals	39 Trips	913	529	12674	173	490	587	270	
			807							173					
			1233							490					
			14632			Grand Totals				13337					

CABIN DIVIDED:

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Westbound			Eastbound	
I	II		I	II
259	749	Italy	402	467
188	22	Marseilles	458	30
163	19	Azores	53	32

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Table XXIX.

FABRE LINE.

PROVIDENCE—MEDITERRANEAN.

Westbound							Eastbound						
N. Y. Arrival	I	II	III Ital. Grks.	III M'les.	III Az.	Steamer	N. Y. Departure	I	II	III Ital. Grks.	III M'les.	III Az.	Dept.
						Madonna	May 13	27	..	..	..	269	.
June 17	16	..	..	30	385	Madonna							
July 1	37	16	..	41	144	Germania							
Aug. 3	53	..	..	35	305	Madonna	Aug. 10	2	..	..	2	105	
" 14	7	..	..	26	80	Germania							
Sept. 9	28	..	20	..	152	Roma	Sept. 16	2	..	..	1	73	
" 27	14	..	37	..	..	Venezia							
						Germania	Oct. 11	3	..	..	1	120	.
Oct. 22	22	..	..	23	128	Roma							
Nov. 3	4	..	105	..	..	Madonna							
						Venezia	Nov. 18	6	..	414	8	124	
" 21	11	3	..	96	103	Germania							
						Roma	Dec. 9	..	8	540	1	58	
Dec. 23	8	..	135	..	..	Madonna	" 30	..	..	407	2	38	
10 Trips	200	19	297	251	1297	Totals	7 Trips	40	8	1361	15	787	1
			251							15			
			1297							787			
			1845			Grand Totals				2163			

CABIN DIVIDED:

Westbound			Eastbound	
I	II		I	II
25	..	Italy	..	8
12	..	Marseilles	5	..
163	19	Azores	35	..

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Table XXX.

GREEK LINE.

(HELLENIC TRANS-ATLANTIC STEAM NAV. CO., LTD).

NEW YORK—GREECE.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III	Eastbound Cons.	Eastbound Dept.
Feb. 25	213	554	Athinai	Mar. 4	4	84	276	5	36
Apr. 3	149	998	Themistocles	Apr. 6	..	30	154	5	45
" 18	264	956	Athinai	Apr. 27	14	73	156	5	151
May 26	183	487	Themistocles	June 1	7	50	277	4	23
June 11	210	295	Athinai	" 17	8	38	286	5	9
July 13	104	242	Themistocles	July 18	5	21	235	5	5
Aug. 3	154	393	Athinai	Aug. 10	23	95	687	5	10
" 30	77	180	Themistocles	Sept. 9	8	59	329	10	12
Sept. 23	158	376	Athinai	" 28	49	86	721	7	12
Oct. 22	182	471	Themistocles	Oct. 28	11	48	796	9	15
Nov. 9	218	327	Athinai	Nov. 13	43	51	748	15	14
Dec. 13	103	276	Themistocles	Dec. 17	14	40	397	20	23
" 26	98	182	Athinai	" 28	12	32	269	18	4
13 Trips	2113	5737	Totals	13 Trips	198	707	5331	113	359

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Table XXXI.

HAMBURG-AMERICAN LINE.

PHILADELPHIA—HAMBURG.

Phila. Arrival	Westbound II	III	Steamer	Phila. Departure	Eastbound II	III	Dept
			Graf Waldersee	Jan. 3	24	58	4
Jan. 5	8	294	Prinz Oskar	" 18	10	66	3
" 19	14	124	Prinz Adalbert	Feb. 2	5	56	1
3005 Feb. 10	61	317	Graf Waldersee	" 18	20	130	6
" 27	40	264	Prinz Oskar	Mar. 8	18	65	1
Mar. 13	38	207	Prinz Adalbert	" 23	19	140	..
" 28	61	472	Ypiranga	Apr. 8	70	59	..
Apr. 13	39	572	Prinz Oskar	" 22	49	43	4
May 2	60	420	Prinz Adalbert	May 9	79	77	4
" 15	85	615	Graf Waldersee	" 24	241	171	2
" 27	50	539	Prinz Oskar	June 6	103	51	2
June 13	38	587	Prinz Adalbert	" 22	134	67	6
" 28	73	409	Graf Waldersee	July 8	383	141	6
July 11	78	316	Prinz Oskar	" 20	105	58	1
" 28	103	390	Prinz Adalbert	Aug. 3	75	45	1
Aug. 12	285	436	Graf Waldersee	" 22	86	126	6
" 28	129	308	Prinz Oskar	Sept. 6	26	46	4
3006 Sept. 10	131	370	Prinz Adalbert	" 19	20	45	3
" 24	502	679	Graf Waldersee	Oct. 5	56	75	1
Oct. 10	121	463	Prinz Oskar	" 21	15	17	2
" 24	87	438	Prinz Adalbert	Nov. 2	15	49	9
Nov. 11	121	816	Pretoria	" 18	22	62	..
" 25	28	918	Prinz Oskar	Dec. 2	..	19	3
Dec. 8	49	838	Prinz Adalbert	" 16	15	209	8
" 22	81	804	Graf Waldersee				
24 Trips	2282	11596	Totals	24 Trips	1590	1875	77

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Table XXXII.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

Westbound					N. Y.	Eastbound			
val	I	II	III	Steamer	Departure	I	II	III	Dept.
				Amerika	Jan. 5	255	100	1901	124
				President Lincoln	" 12	53	57	285	62
12	..	..	842	Batavia	" 21	..	23	113	70
10	49	214	845	Bluecher					
18	64	251	852	President Grant	" 28	77	101	537	58
22	44	84	342	Moltke					
4	185	315	1327	K. Auguste Victoria	Feb. 11	189	101	667	19
3	..	202	783	Pennsylvania	" 11	..	67	131	41
6	..	..	29	Barcelona					
17	73	248	990	President Lincoln	" 22	37	59	251	61
26	132	283	918	Amerika	Mar. 2	147	125	1707	17
27	..	114	397	Batavia					
7	..	..	25	Pisa					
8	41	229	739	President Grant	" 13	25	77	298	34
11	170	278	1187	K. Auguste Victoria	" 16	190	168	1958	22
18	..	147	379	Pennsylvania	" 23	..	141	158	21
24	45	255	959	President Lincoln	" 31	143	102	1306	32
27	195	343	1411	Amerika	Apr. 8	306	155	610	26
				Bluecher	" 12	42	57	69	19
4	..	270	896	Pretoria	" 15	..	195	101	15
8	..	..	28	Albano					
8	253	340	1851	K. Auguste Victoria	" 20	411	273	629	15
				Cleveland	" 27	238	302	442	14
17	75	336	1169	President Grant	" 29	214	231	379	8
30	..	..	572	Bulgaria					
				Cincinnati	May 6	179	304	375	20
7	186	280	913	Amerika	" 11	367	256	858	17
1	74	324	710	President Lincoln	" 17	231	268	687	8
21	261	353	1511	K. Auguste Victoria	" 25	567	290	1785	1

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3010	"	17	..	438	1088	Pennsylvania	"	27	..	471	153	26
	"	26	91	238	975	Cleveland	June	1	248	355	554	16
						Patricia	"	3	..	266	105	1
	June	3	193	239	1152	Amerika	"	8	476	336	294	24
	"	1	49	272	920	President Grant	"	10	236	331	662	6
						Pretoria	"	14	..	377	102	3
	"	11	83	214	881	Cincinnati	"	17	257	295	424	14
	"	15	27	151	451	President Lincoln	"	21	224	216	426	8
	"	15	..	..	28	Batavia						
	"	17	177	239	893	K. Auguste Victoria	"	24	569	350	323	9
	"	20	18	102	265	Bluecher	"	24	215	151	..	..
6	"	27	118	293	899	Cleveland	July	1	285	359	532	20
7 3011	July	2	..	238	304	Pennsylvania	"	8	..	515	251	19
3	"	8	324	326	1335	Amerika	"	15	415	242	619	30
7	"	15	111	333	733	President Grant	"	22	198	257	403	10
8	"	22	116	331	751	President Lincoln	"	29	157	160	330	12
4	"	29	..	..	29	Pisa						
	"	29	296	365	1119	K. Auguste Victoria	Aug.	3	410	238	728	14
2	Aug.	7	..	225	358	Batavia	"	15	..	5	13	4
4	"	7	406	364	462	Amerika	"	12	213	188	444	18
	"	17	..	641	453	Pennsylvania	"	24	..	189	173	7
1	"	25	564	402	642	K. Auguste Victoria	"	31	168	100	444	16
8	"	22	237	432	915	President Grant	Sept.	2	81	86	299	11
	"	31	..	..	29	Pallanza						
0	Sept.	1	..	649	..	Patricia						
3012	"	3	276	644	649	Cleveland	"	9	101	123	191	15
	"	7	468	377	676	Amerika	"	12	81	69	256	6
	"	12	236	265	571	Bluecher	"	19	15	46	58	13
	"	12	..	637	..	Pretoria						
	"	17	270	598	511	Cincinnati	"	23	89	107	195	23
	"	22	601	387	747	K. Auguste Victoria	"	28	193	80	325	9
	"	19	243	437	775	President Lincoln	Oct.	3	73	78	180	13
	Oct.	1	..	233	..	Batavia						
	"	3	531	..	..	Victoria Luise	"	7	99	..	..	5
	"	2	243	435	1283	President Grant	"	10	48	67	177	5
	"	7	476	338	709	Amerika	"	14	149	75	261	7

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Table XXXII—Concluded.

HAMBURG-AMERICAN LINE.

Regular Service, New York—Hamburg.

(Continued from preceding page.)

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
Oct. 11	..	..	30	Armenia					
" 12	..	619	344	Pennsylvania	Oct. 21	..	93	74	8
" 13	260	624	286	Cleveland					
" 18	..	496	559	Patricia	" 28	..	76	56	12
" 22	235	448	365	Cincinnati					
" 28	473	390	1019	K. Auguste Victoria	Nov. 4	231	94	423	8
Nov. 3	..	..	30	Pallanza					
" 2	144	421	919	President Lincoln	" 11	56	64	147	7
" 9	84	396	1079	President Grant	" 18	39	44	134	24
" 11	366	372	1155	Amerika	" 21	129	56	297	9
				Moltke	" 25	20	31	42	5
" 25	..	391	1261	Pennsylvania	Dec. 2	..	90	194	13
" 27	..	..	28	Barcelona					
Dec. 1	..	230	986	Patricia	" 7	..	82	391	22
" 4	328	359	1832	K. Auguste Victoria	" 12	172	196	1539	21
" 14	80	185	1240	President Lincoln	" 21	59	53	1103	16
" 22	254	192	1098	Amerika					
" 23	67	195	1104	President Grant	" 30	27	29	527	37
75 Trips	10292	21027	53613	Totals	64 Trips	9404	10492	29096	1245

Note: Eastbound third-class figures exclude 49 consular passengers carried on sundry voyages during the year.

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Table XXXIII.

HAMBURG-AMERICAN LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
				Cincinnati	Jan. 5	98	34	333	22	61
Jan. 18	63	115	399	Cleveland	" 28	358	..	..	..	..
Feb. 7	58	93	521	Cincinnati	Feb. 14	126	27	162	..	26
Mar. 20	48	132	1719	Cincinnati	Mar. 28	246	53	152	..	47
				Hamburg	Apr. 12	115	24	121	..	2
				Moltke	" 25	199	61	192	..	14
Apr. 20	185	104	1066	Cleveland						
May 1	83	81	651	Cincinnati						
" 23	25	86	640	Hamburg	May 24	109	55	294	2	30
" 28	41	123	419	Moltke	June 3	217	111	344	10	13
				Batavia	" 21	..	149	245	3	10
June 25	17	37	365	Hamburg	" 28	139	70	269	..	..
July 5	49	106	212	Moltke	July 11	140	118	721	6	3
Sept. 19	77	166	250	Hamburg	Sept. 26	20	26	979	29	7
Oct. 3	100	364	297	Moltke	Oct. 12	81	40	1087	30	4
				Cincinnati	Nov. 2	84	23	1585	16	3
Nov. 7	21	257	146	Hamburg	" 14	17	32	1164	23	1
" 14	50	430	593	Moltke						
Dec. 4	65	526	584	Cincinnati	Dec. 8	69	30	2028	..	9
" 20	42	254	426	Hamburg						
15 Trips	924	2874	8288	Totals	16 Trips	2018	853	9676	141	230

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Table XXXIV.

HOLLAND-AMERICA LINE.

New York—Rotterdam.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
				Ryndam	Jan. 3	5	34	250	24
Jan. 10	29	166	382	Potsdam	" 17	20	39	265	24
" 23	63	180	412	New Amsterdam	" 31	50	55	296	22
Feb. 3	25	226	175	Ryndam	Feb. 7	17	34	303	13
" 14	15	304	400	Potsdam	" 21	25	43	302	13
Mar. 1	34	414	441	Noordam	Mar. 7	33	85	296	15
" 14	38	311	490	Ryndam	" 21	23	58	539	7
" 21	4	326	330	Potsdam	" 28	18	43	370	3
" 27	67	646	611	New Amsterdam	Apr. 4	125	117	769	10
Apr. 4	12	411	473	Noordam	" 11	27	50	171	6
" 10	97	213	644	Rotterdam	" 18	249	96	320	11
" 18	34	293	287	Ryndam	" 25	80	103	176	5
" 25	26	272	258	Potsdam	May 2	55	94	351	2
May 1	72	230	294	New Amsterdam	" 9	230	188	433	5
" 8	29	364	378	Noordam	" 16	124	182	384	5
" 14	113	208	749	Rotterdam	" 23	402	263	674	11
" 23	26	296	526	Ryndam	" 30	134	125	380	11
" 29	57	365	477	Potsdam	June 6	140	161	272	7
June 5	94	194	585	New Amsterdam	" 13	321	204	443	3
" 12	51	298	413	Noordam	" 20	197	161	251	8
" 18	126	170	443	Rotterdam	" 27	512	310	407	1
" 27	52	241	420	Ryndam	July 4	207	199	499	4
July 5	63	251	394	Potsdam	" 11	179	118	325	3
" 10	156	214	402	New Amsterdam	" 18	304	249	527	4
" 24	86	352	759	Noordam	Aug. 1	159	95	269	11
" 31	261	297	532	Rotterdam	" 8	167	62	504	15
Aug. 7	134	276	357	Ryndam	" 15	39	64	325	10
" 15	110	257	310	Potsdam	" 22	40	47	358	8

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3022	" 21	312	319	389	New Amsterdam	" 29	81	92	465	7
	" 28	223	395	374	Noordam	Sept. 5	36	50	457	6
	Sept. 3	519	562	620	Rotterdam	" 12	89	46	470	12
	" 11	222	364	575	Ryndam	" 19	23	58	401	9
	" 18	218	316	576	Potsdam	" 26	28	55	221	11
	" 25	348	384	626	New Amsterdam	Oct. 3	121	116	501	13
	Oct. 3	227	362	538	Noordam	" 10	23	51	237	8
	" 10	485	437	580	Rotterdam	" 17	92	35	608	6
	" 16	166	233	465	Ryndam	" 24	31	35	176	7
	" 24	71	275	574	Potsdam	" 31	25	43	308	5
	" 30	208	211	568	New Amsterdam	Nov. 7	79	61	353	9
	Nov. 7	43	212	642	Noordam	" 14	21	30	217	3
3023	" 13	284	225	771	Rotterdam	" 21	53	37	438	4
	" 23	36	261	621	Ryndam	" 28	26	61	496	8
	Dec. 4	83	181	1262	New Amsterdam	Dec. 12	57	103	372	27
	" 13	19	208	675	Noordam	" 19	15	38	199	22
	" 27	14	180	946	Ryndam					
	44 Trips	5352	12900	22744	Totals	44 Trips	4682	4190	16378	418

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Table XXXV.

ITALIA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
Jan. 24	3	42	367	Taormina	Jan. 30	3	13	130	2	..
Mar. 3	1	84	447	Taormina						
" 16	5	51	513	Ancona	Mar. 23	11	21	139	..	23
" 31	2	64	720	Verona						
Apr. 12	7	97	789	Taormina	Apr. 20	9	39	238	..	31
" 20	2	28	246	Ancona	" 27	3	72	162	4	25
May 8	..	66	595	Verona						
" 20	3	51	322	Taormina	May 25	24	73	272	..	13
" 30	3	43	305	Ancona	June 6	36	73	230	..	12
June 12	12	65	319	Verona	" 19	28	100	241	..	5
" 30	3	74	203	Taormina	July 6	29	87	350	..	3
July 11	15	55	456	Ancona	" 19	29	101	1054	..	..
" 27	6	69	332	Verona	Aug. 8	16	41	523	..	5
Aug. 22	42	99	312	Taormina	" 31	2	39	723	..	7
Sept. 6	44	113	86	Verona	Sept. 16	11	42	403	..	4
Oct. 1	46	122	735	Taormina	Oct. 9	10	82	1017	..	17
" 28	40	113	1015	Ancona	Nov. 4	7	23	885	..	9
Dec. 7	21	53	353	Ancona						
18 Trips	255	1289	8115	Totals	14 Trips	218	806	6367	6	154

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ITALIA.

PHILADELPHIA—MEDITERRANEAN.

Phila. Arrival	Westbound I	II	III	Steamer	Phila. Departure	Eastbound I	II	III	Cons.	Dept.
Jan. 25	2	19	530	Taormina	Jan. 29	..	2	159	34	..
Mar. 5	..	34	804	Taormina	Mar. 9	7	26	162	36	4
" 17	2	17	615	Ancona	" 22	2	10	146	22	4
Apr. 2	..	43	749	Verona	Apr. 11	2	3	63	15	4
" 14	..	47	748	Taormina	" 19	2	3	131	17	1
3029 " 22	..	10	179	Ancona	" 26	..	17	80	16	1
May 10	..	39	768	Verona	May 13	2	48	177	32	1
" 21	2	35	313	Taormina	" 24	..	14	183	25	4
" 31	..	17	192	Ancona	June 5	9	14	295	34	4
June 13	1	39	230	Verona	" 17	9	5	201	38	..
July 1	6	41	243	Taormina	July 5	7	17	330	20	3
" 13	4	20	153	Ancona	" 18	2	2	399	33	1
				Verona	Aug. 7	5	18	229	36	..
				Taormina	" 29	..	6	419	33	2
				Verona	Sept. 15	6	10	382	35	..
				Taormina	Oct. 8	2	11	569	43	..
				Ancona	Nov. 3	..	8	833	31	1
Dec. 9	5	68	530	Ancona	Dec. 12	4	25	1709	39	2
3030 13 Trips	22	429	6054	Totals	18 Trips	59	239	6467	539	32

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Table XXXVI.

LA VELOCE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
Jan. 26	118	..	545	Oceania	Jan. 31	19	..	152	32	33
Feb. 17	108	..	494	America	Feb. 25	31	..	130	18	10
Mar. 8	162	..	1075	Oceania	Mar. 14	29	..	246	16	37
" 22	77	..	1303	Europa	" 28	29	..	160	5	24
Apr. 2	5	163	1909	America	Apr. 8	73	..	294	9	38
" 18	4	161	1389	Oceania	" 22	10	36	297	23	21
May 4	86	..	892	Europa	May 11	55	..	168	9	21
" 12	14	160	947	America	" 18	1	63	213	14	22
" 28	1	109	762	Oceania	June 3	83	65	325	7	16
June 15	77	..	364	Europa	" 20	76	..	209	21	5
" 28	2	128	529	America	July 5	92	70	368	29	11
July 25	7	122	468	Oceania	Aug. 3	2	62	1048	26	9
Aug. 25	104	..	346	Europa	Sept. 2	44	..	1127	40	11
Sept. 6	26	126	155	America	" 14	52	..	455	34	17
" 16	18	134	306	Oceania	" 23	2	46	564	25	7
Oct. 24	24	179	917	Oceania	Nov. 1	6	69	1175	18	10
Dec. 4	16	175	975	Oceania	Dec. 7	47	..	2086	32	9
17 Trips	849	1457	13376	Totals	17 Trips	651	411	9017	358	301

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Table XXXVII.

Trans-Atlantic Passenger Movement, 1911.

LEYLAND LINE.

BOSTON—LIVERPOOL.

	Boston Westbound Arrival	II	Steamer	Boston Eastbound Departure	I	II	Dept.
	Jan. 4	10	Winifredian	Jan. 11	..	24	1
	" 25	13	Devonian	Feb. 1	..	32	..
	Feb. 4	1	Cestrian	" 9	..	3	1
	" 8	27	Winifredian	" 15	..	12	..
3035	" 22	3	Bohemian	" 26	..	2	1
	Mar. 2	30	Devonian	Mar. 8	..	12	..
	" 15	39	Winifredian	" 25	..	19	3
	" 28	52	Bohemian	Apr. 5	..	32	..
	Apr. 10	54	Devonian	" 19	..	46	..
	" 26	56	Winifredian	May 3	..	65	..
	May 9	68	Bohemian	" 13	..	32	..
	" 15	51	Devonian	" 20	..	75	..
	" 23	3	Armenian				
	" 29	66	Winifredian	June 3	..	115	..
	June 6	46	Canadian	" 10	..	72	..
	" 12	51	Devonian	" 17	109	..	..
	" 20	16	Bohemian	" 24	..	102	..
3036	" 27	69	Winifredian	July 1	..	150	..
	July 4	36	Canadian	" 8	..	96	..
	" 15	106	Devonian	" 21	..	115	..
	" 24	97	Winifredian	" 29	..	114	..
	Aug. 1	60	Canadian	Aug. 5	..	31	..
	" 8	101	Bohemian	" 12	..	53	..
	" 15	96	Devonian	" 19	..	42	..
	" 21	141	Winifredian	" 26	..	51	..
	Sept. 9	12	Caledonian				
	" 11	122	Bohemian	Sept. 15	..	72	..
	" 14	134	Devonian	" 19	..	25	..
	" 19	138	Winifredian	" 23	..	35	..

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" 26	93	Canadian	" 30	..	33	..	
Oct. 10	112	Bohemian	Oct. 14	..	38	..	
" 17	128	Winifredian	" 21	..	16	..	
" 23	112	Devonian	" 28	..	28	..	
Nov. 15	44	Bohemian	Nov. 19	..	20	3	
" 20	42	Winifredian	" 25	..	25	..	
" 27	30	Devonian	Dec. 2	..	20	..	
Dec. 4	10	Armenian	" 9	..	8	..	
" 19	10	Bohemian	" 23	..	9	..	
" 26	49	Winifredian	" 30	..	13	..	
39 Trips	2328	Totals	37 Trips	109	1637	9	3038

LEYLAND LINE.

LIVERPOOL—NEW YORK.

N. Y. Arrival		Westbound Steamer
	II	
Sept. 8	98	Mesaba

Table XXXVIII.

LEYLAND LINE.

NEW ORLEANS—LIVERPOOL, LONDON, BREMEN, ANTWERP, ROTTERDAM, CHERBOURG. 3039

N. O. Westbound Arrival	I	Steamer	N. O. Eastbound Departure	I
		*Asian	Jan. 5	1
Jan. 9	5	*Alexandrian		
" 10	5	‡Etonian		
		*Colonian	Feb. 2	1
Feb. 9	12	*Californian		
" 24	2	*Yucatan		
Mar. 4	14	*Atlantian		
		*Armenian	Mar. 18	7
" 30	6	*Colonian	Apr. 16	19

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Apr.	3	3	*Cuban		
"	18	4	†Oxonian		
"	25	13	*Cestrian§	May 10	38
"	28	1	*Meltonian		
			‖Californian	" 13	7
May	23	10	†Etonian		
"	24	5	*Antillian		
			†Mercian	June 1	3
			‖Colonian	" 22	20
June	19	7	*Cestrian†	" 28	25
July	24	16	*Armenian		
			‖Median	July 28	1
3041					
Aug.	18	31	*Cestrian		
"	23	2	†Oxonian		
Sept.	14	3	♯Tampican		
"	18	42	*Victorian		
"	26	14	†Armenian		
			*Cestrian	Sept. 30	3
Oct.	17	13	*Cuban		
"	29	2	†Oxonian		
"	30	16	*Etonian		
"	31	20	♯Atlantian		
			*Wm. Cliff	Nov. 2	1
			§Colonian	" 9	3
Nov.	9	117	‡Canadian		
3042			*Victorian	Dec. 3	3
Dec.	6	1	♯Tampican		
"	10	11	†Kingstonian		
"	19	8	*Mexican		
			*Cestrian	" 23	1
27 Trips		383	Totals	15 Trips	133

*Liverpool †London ‖Bremen ♯Antwwerp
§Rotterdam ‡Cherbourg

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Table XXXIX.

LLOYD ITALINO.

New York—Mediterranean.

N. Y. Arrival	Westbound II	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III	Eastbound Cons.	Eastbound Dept.
Feb. 10	25	364	Florida	Feb. 14	..	1	218	11	15
Mar. 1	13	491	Luisiana	Mar. 7	..	6	124	12	15
" 17	24	761	Virginia	" 21	..	..	188	17	20
" 29	17	734	Florida	Apr. 4	..	1	133	12	13
Apr. 10	17	997	Luisiana	" 13	..	9	166	7	11
" 23	23	670	Indiana	May 4	..	12	396	20	29
May 8	23	798	Florida	" 16	2	7	329	18	17
" 21	17	449	Luisiana	" 30	..	20	604	21	11
" 31	67	515	Mendoza	June 6	39	19	337	16	7
June 17	14	350	Indiana	" 27	..	22	523	25	12
July 13	92	295	Mendoza	July 22	12	23	917	53	4
Aug. 6	26	242	Luisiana	Aug. 16	..	20	947	32	2
Sept. 7	76	149	Mendoza	Sept. 14	..	5	420	33	5
Oct. 10	23	13	Luisiana	Oct. 31	..	..	176	31	3
Dec. 7	36	673	Luisiana	Dec. 9	..	14	1186	12	1
15 Trips	493	7501	Totals	15 Trips	53	159	6664	320	165

3044

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Table XL.

LLOYD SABAUDO.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
	Jan. 21	83	..	512	Regina d'Italia	Jan. 28	5	14	259	21	25
	Feb. 18	70	..	445	Re d'Italia	Feb. 25	1	3	119	19	12
	Mar. 18	87	..	1080	Regina d'Italia	Mar. 23	2	15	120	13	27
3047	Apr. 4	74	..	1244	Principe di Piemonte	Apr. 7	10	29	126	12	64
	" 21	88	..	988	Re d'Italia	" 25	17	7	170	27	56
	May 3	46	..	535	Regina d'Italia	May 9	17	39	174	19	7
	" 13	100	..	625	Principe di Piemonte	" 20	13	51	310	8	17
	June 1	62	..	421	Re d'Italia	June 7	38	53	277	13	3
	" 21	14	102	565	Tomaso di Savoia	July 1	112	109	522	..	17
	July 20	118	..	318	Principe di Piemonte	" 31	9	39	433	7	11
	Aug. 17	96	..	260	Re d'Italia	Aug. 29	4	5	499	..	17
	Sept. 20	131	..	331	Principe di Piemonte	Sept. 30	1	26	427	22	12
	Nov. 3	145	..	644	Principe di Piemonte	Nov. 11	20	20	572	8	5
	Dec. 28	130	..	574	Principe di Piemonte						
	14 Trips	1244	102	8542	Totals	13 Trips	249	410	4008	169	273

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LLOYD SABAUDO.

BOSTON—MEDITERRANEAN.

Steamer	Boston Departure	Eastbound I	II	III	Cons.
Principe di Piemonte	Aug. 1	13	15	362	35

LLOYD SABAUDO.

PHILADELPHIA—MEDITERRANEAN.

3050

Steamer	Phila. Departure	Eastbound I	II	III	Cons.
Tomaso di Savoia	June 30	16	12	203	18
Re d'Italia	Aug. 28	..	..	123	13
Principe di Piemonte	Nov. 10	..	2	263	36
Totals	3 Trips	16	14	589	67

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Table XLI.

NATIONAL GREEK LINE.

(National Steam Navigation Co., Ltd., of Greece.)

NEW YORK—GREECE.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
	Jan. 4	..	115	409	Patris	Jan. 11	26	34	362	5	30
3053	Mar. 13	..	109	681	Patris	Mar. 16	41	52	370	5	21
	Apr. 23	..	93	1115	Patris	Apr. 29	10	16	97	5	84
	June 2	..	95	809	Patris	June 7	37	47	296	5	26
	July 14	43	53	395	Patris	July 22	46	72	401	7	5
	Aug. 25	23	74	440	Patris	Aug. 30	32	68	756	6	20
	Oct. 6	36	55	675	Patris	Oct. 11	35	68	843	12	16
	Nov. 15	35	60	586	Patris	Nov. 18	16	34	680	19	25
	Dec. 26	..	73	363	Patris	Dec. 28	10	22	245	6	11
	9 Trips	137	727	5473	Totals	9 Trips	253	413	4050	70	238

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Table XLII.

NAVIGAZIONE GENERALE ITALIANA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.	
Jan. 17	17	36	693	Duca D'Rosta	Jan. 21	19	40	326	20	27	
" 31	9	33	651	Duca di Genova	Feb. 4	14	36	402	20	30	
Feb. 15	8	42	508	Duca degli Abruzzi	" 18	8	42	205	10	16	
" 27	14	41	891	Duca D'Aosta	Mar. 4	19	33	233	12	12	3056
Mar. 15	7	33	1401	Duca di Genova	" 18	8	38	212	22	16	
" 27	18	34	1531	Duca degli Abruzzi	Apr. 1	31	42	355	12	16	
Apr. 8	..	49	696	Lombardia	" 13	..	..	2	5	..	
" 11	26	39	1578	Duca D'Aosta	" 15	35	36	216	18	84	
" 26	38	32	1141	Duca di Genova	" 29	62	31	385	25	20	
May 8	36	38	1545	Duca degli Abruzzi	May 13	50	34	435	21	32	
" 23	33	54	1263	Duca D'Aosta	" 27	71	35	497	20	10	
June 6	29	33	840	Duca di Genova	June 10	74	38	645	27	8	
" 20	20	45	634	Duca degli Abruzzi	" 26	70	36	417	17	8	
July 2	31	37	433	Duca D'Aosta	July 8	72	38	593	32	8	
" 30	31	40	546	Duca di Genova	Aug. 12	31	40	1000	26	9	
Aug. 14	39	35	298	Duca degli Abruzzi	" 24	36	38	1245	23	10	
" 30	75	37	417	Duca D'Aosta	Sept. 9	23	37	677	25	5	3057
Sept. 10	81	36	513	Duca di Genova	" 19	5	42	616	17	4	
" 25	83	37	415	Duca degli Abruzzi	Oct. 3	28	45	1080	13	11	
Oct. 9	87	41	542	Duca D'Aosta	" 14	25	32	955	24	7	
Nov. 2	86	38	1216	Duca degli Abruzzi	Nov. 7	..	87	1528	33	13	
" 20	68	37	659	Duca D'Aosta	" 25	11	115	1536	32	6	
Dec. 5	25	40	837	Duca degli Abruzzi	Dec. 9	3	96	1585	24	7	
" 24	53	43	819	Duca di Genova	" 30	22	40	948	40	18	
24 Trips	914	930	20067	Totals	24 Trips	717	1051	16093	518	377	

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NAVIGAZIONE GENERALE ITALIANA.

BOSTON—MEDITERRANEAN.

Boston Arrival	Westbound II	III	Steamer	Boston Departure	Eastbound II	III	Cons.	Dept.
Feb. 26	11	168	Liguria	Mar. 2	4	90	30	1
Apr. 23	70	807	Sannio					
2 Trips	81	975	Totals	1 Trip	4	90	30	1

Table XLIII.

NAVIGAZIONE GENERALE ITALIANA.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound II	III	Steamer	N. O. Departure	Eastbound II	III
Apr. 27	51	460	Liguria	May 6	45	321

Table XLIV.

NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	III	III	Dept.
Jan. 13	184	250	454	Kronprinz Wilhelm	Jan. 17	152	116	503	46
Feb. 8	133	156	494	Kronprinz Wilhelm	Feb. 14	141	96	775	15
Mar. 8	172	232	552	Kronprinz Wilhelm	Mar. 14	134	92	787	6
Apr. 5	160	180	756	Kronprinz Wilhelm	Apr. 11	184	59	557	18
" 12	151	181	539	Kaiser Wilhelm II	" 18	269	134	386	9
" 19	105	127	252	K. Wm. der Grosse	" 25	180	184	549	16
" 26	148	92	213	Kronprinzessin Cecilie	May 2	358	205	628	12
May 3	83	154	387	Kronprinz Wilhelm	" 9	174	146	488	6

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"	10	198	211	543	Kaiser Wilhelm II	"	16	380	226	784	11
"	17	116	230	575	K. Wm. der Grosse	"	23	179	254	718	8
"	24	207	207	506	Kronprinzessin Cecilie	"	30	516	285	649	16
"	31	105	119	503	Kronprinz Wilhelm	June	6	246	203	601	7
June	6	194	222	532	Kaiser Wilhelm II	"	13	478	222	546	11
"	14	89	151	320	K. Wm. der Grosse	"	20	221	202	584	6
"	20	241	220	332	Kronprinzessin Cecilie	"	27	529	285	377	21
"	28	161	159	335	Kronprinz Wilhelm	July	4	278	303	778	16
July	5	281	252	385	Kaiser Wilhelm II	"	11	415	234	632	11
"	12	175	226	352	K. Wm. der Grosse	"	18	188	187	657	10
"	18	287	222	313	Kronprinzessin Cecilie	"	25	290	180	535	18
"	26	196	259	288	Kronprinz Wilhelm	Aug.	1	170	117	563	10
Aug.	2	393	349	297	Kaiser Wilhelm II	"	8	193	124	462	6
"	15	282	303	279	Kronprinzessin Cecilie	"	22	129	118	531	..
"	22	235	331	391	K. Wm. der Grosse	"	29	116	96	495	5
"	29	546	361	393	Kaiser Wilhelm II	Sept.	5	102	97	523	5
Sept.	6	255	361	293	Kronprinz Wilhelm	"	12	43	82	315	8
"	12	577	336	363	Kronprinzessin Cecilie	"	19	166	87	392	6
"	19	256	347	421	K. Wm. der Grosse	"	26	83	62	255	16
"	27	588	343	520	Kaiser Wilhelm II	Oct.	3	214	85	345	8
Oct.	4	270	347	416	Kronprinz Wilhelm	"	10	143	73	258	7
"	10	507	327	357	Kronprinzessin Cecilie	"	17	171	57	244	14
"	18	199	349	549	K. Wm. der Grosse	"	24	144	71	253	9
"	24	403	351	568	Kaiser Wilhelm II	"	31	190	74	327	2
Nov.	1	131	283	644	Kronprinz Wilhelm	Nov.	7	106	46	291	16
"	7	456	273	674	Kronprinzessin Cecilie	"	14	367	82	336	3
Dec.	6	178	308	873	Kronprinz Wilhelm	Dec.	14	108	140	615	6
"	28	423	269	693	Kronprinzessin Cecilie						
36 Trips		9085	9088	16362	Totals	35 Trips		7757	5025	17739	384

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Table XLV.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
				George Washington	Jan. 3	253	120	433	63
Jan. 4	..	102	498	Breslau					
" 11	7	105	571	Friedrich der Grosse	" 14	15	81	248	60
" 20	..	63	470	Main					
" 27	109	202	497	Prinz Fried'h Wilhelm	" 31	166	146	578	49
3065 " 27	..	139	479	Rhein	Feb. 7	..	42	172	8
Feb. 6	..	59	335	Brandenburg					
" 10	..	139	425	Roon	" 16	..	16	950	10
" 15	..	103	318	Bremen	" 21	..	40	253	13
" 18	7	72	200	Friedrich der Grosse					
" 20	156	263	768	George Washington	" 25	210	131	833	12
" 28	80	184	559	Prinz Fried'h Wilhelm	Mar. 7	119	105	658	30
Mar. 11	..	136	327	Rhein	" 16	..	68	240	6
" 16	..	149	379	Zieten	" 23	..	35	165	12
" 20	215	421	1508	George Washington	" 30	438	283	2045	17
" 30	..	203	744	Roon	Apr. 6	..	64	188	20
Apr. 3	102	286	995	Prinz Fried'h Wilhelm	" 13	167	67	510	5
" 12	13	173	627	Bremen	" 20	109	114	99	10
3066 " 21	..	180	622	Rhein	" 27	..	204	77	13
" 24	230	326	1012	George Washington	May 4	430	287	1287	4
May 6	..	153	315	Breslau	" 11	..	75	49	6
" 8	77	333	621	Prinz Fried'h Wilhelm	" 18	318	330	660	5
" 17	14	200	863	Barbarossa	" 25	78	195	152	6
" 24	22	209	667	Bremen	June 1	213	180	198	3
" 29	196	403	1378	George Washington	" 8	494	415	1916	5
June 6	19	213	742	Grosser Kurfuerst	" 15	252	329	322	4
" 12	109	173	654	Prinz Fried'h Wilhelm	" 22	355	309	448	3
" 22	7	247	910	Barbarossa	" 29	94	193	364	1
" 28	33	183	550	Bremen	July 6	258	214	461	13
July 3	331	369	1441	George Washington	" 13	456	280	1367	5
" 13	..	222	447	Rhein					

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"	17	161	277	504	Prinz Fried'h Wilhelm	"	27	181	174	376	6
"	26	29	189	458	Friedrich der Grosse						
					Berlin	Aug.	5	147	123	179	6
Aug.	3	80	279	761	Barbarossa	"	10	22	54	302	4
"	9	..	187	238	Neckar						
"	12	115	214	176	Bremen	"	15	59	56	227	7
"	14	394	418	913	George Washington	"	19	270	184	922	18
"	21	340	330	426	Prinz Fried'h Wilhelm	"	31	71	105	269	9
"	31	..	336	315	Rhein						
Sept.	5	245	279	351	Berlin						
"	11	516	436	1045	George Washington	Sept.	16	218	169	786	17
"	12	..	201	91	Main						
"	19	242	425	413	Grosser Kurfuerst	"	28	15	49	77	4
"	25	344	365	359	Prinz Fried'h Wilhelm	Oct.	5	81	71	292	8
"	25	..	323	109	Neckar						
					Koenig Albert	"	7	..	16	21	5
Oct.	5	76	221	556	Barbarossa	"	12	7	36	1422	3
"	9	461	432	1104	George Washington	"	19	174	127	616	4
"	10	..	332	64	Rhein						
"	18	123	302	374	Friedrich der Grosse	"	26	24	36	82	6
"	23	..	125	75	Main						
"	24	87	417	366	Grosser Kurfuerst	Nov.	2	13	32	134	4
"	31	204	357	552	Prinz Fried'h Wilhelm	"	9	68	35	104	1
Nov.	10	..	334	626	Barbarossa	"	16	5	22	227	6
"	13	444	448	1243	George Washington	"	23	202	133	1770	6
"	23	..	31	207	Rhein						
"	23	38	245	794	Friedrich der Grosse	"	30	24	59	720	7
"	30	48	263	1022	Koenig Albert						
Dec.	4	139	268	755	Prinz Fried'h Wilhelm	Dec.	9	122	184	719	16
"	16	..	204	897	Main	"	21	..	15	184	42
"	22	..	136	721	Neckar						
					Prinzess Irene	"	28	..	33	128	25
59 Trips		5813	14384	35437	Totals	47 Trips		6128	6036	24230	587

3068

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Note: Eastbound third-class figures exclude 32 consular passengers carried on sundry voyages during the year.

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Table XLVI.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound. I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
					Berlin	Jan. 7	132	90	456	19	45
					Koenigin Luise	" 21	66	22	116	20	5
	Jan. 28	49	155	729	Koenig Albert	Feb. 4	94	29	244	17	23
	Feb. 10	43	215	1084	Berlin	" 18	214	35	173	23	25
					Friedrich der Grosse	" 25	92	14	61	11	4
3071	" 25	56	144	639	Prinzess Irene	Mar. 4	91	25	106	6	25
	Mar. 10	36	144	1021	Koenig Albert	" 18	103	22	106	20	33
	" 17	25	103	717	Koenigin Luise	" 25	64	26	122	13	33
	" 22	94	243	2283	Berlin	Apr. 1	241	166	401	19	14
	" 31	30	185	1298	Friedrich der Grosse	" 8	127	33	103	6	26
	Apr. 8	69	165	1485	Prinzess Irene						
	" 21	73	159	1481	Koenig Albert	" 29	172	93	77	25	57
	" 27	31	82	260	Koenigin Luise	May 6	128	112	146	20	24
	May 3	157	254	2188	Berlin	" 13	259	207	286	25	25
	" 11	46	230	747	Friedrich der Grosse	" 20	103	72	68	20	11
					Prinzess Irene	" 27	176	90	101	21	5
	June 1	92	158	1085	Koenig Albert	June 10	179	126	89	32	16
	" 8	52	119	252	Koenigin Luise	" 17	164	114	94	12	13
3072	" 17	125	250	845	Berlin	" 24	211	205	281	16	6
	" 24	35	89	215	Friedrich der Grosse						
	" 29	36	66	259	Princess Irene	July 1	182	147	232	22	13
					Friedrich der Grosse	" 29	57	55	369	26	8
	Aug. 1	89	249	662	Berlin						
	" 21	107	135	362	Koenig Albert	Aug. 26	52	57	441	30	22
					Berlin	Sept. 9	92	155	689	36	2
	Sept. 14	149	178	293	Prinzess Irene	" 30	50	55	500	21	5
	" 30	145	155	353	Koenig Albert						
	Oct. 13	178	326	758	Berlin	Oct. 21	157	109	1339	30	8
	Nov. 4	91	350	859	Prinzess Irene	Nov. 18	65	61	1604	33	14
					Koenig Albert	Dec. 2	22	31	1529	30	10
	" 22	125	464	1017	Berlin	" 9	170	114	2007	18	..
	Dec. 22	63	342	854	Prinzess Irene						
	25 Trips	1996	4960	21746	Totals	27 Trips	3463	2265	11740	571	472

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Table XLVII.

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

Balt. Arrival	Westbound II	Westbound III	Steamer	Balt. Departure	Eastbound I	Eastbound II	Eastbound III	Eastbound Dept.	
			Brandenburg	Jan. 1	..	1	27	5	
Jan. 7	23	517	Breslau	" 11	..	4	41	6	
			Koeln	" 20	..	8	86	10	
" 23	25	560	Main	" 27	..	10	104	2	
Feb. 6	24	501	Brandenburg	Feb. 11	..	12	82	18	
			Chemnitz	" 18	..	2	26	9	3074
" 16	39	518	Hannover	" 22	..	5	54	2	
Mar. 4	79	482	Main	Mar. 9	..	19	74	40	
			Breslau	" 17	..	12	44	..	
" 17	69	525	Brandenburg	" 22	..	7	58	3	
" 31	100	1042	Chemnitz	Apr. 5	..	22	74	15	
			Hannover	" 13	..	5	32	3	
Apr. 11	173	978	Main	" 19	..	64	90	2	
" 28	61	796	Frankfurt	May 3	..	56	158	4	
			Cassel	" 10	..	93	87	..	
May 11	126	620	Brandenburg	" 17	..	63	128	15	
" 25	120	912	Chemnitz	" 31	..	52	92	3	
			Rhein	June 7	..	264	80	16	
June 6	172	1051	Main	" 14	..	199	135	11	3075
" 15	71	428	Cassel	" 21	..	130	74	8	
			Fr. der Grosse	" 28	114	58	191	..	
			Brandenburg	July 7	..	64	131	4	
July 15	147	488	Rhein	" 19	..	96	131	2	
" 18	75	511	Main	" 26	..	67	85	6	
			Cassel	Aug. 2	..	24	64	4	
Aug. 11	211	693	Neckar	" 16	..	59	83	1	
			Brandenburg	Sept. 2	..	9	46	1	
Sept. 3	126	666	Rhein	" 6	..	76	74	4	
" 7	96	340	Koeln	" 13	..	7	32	6	
" 13	207	517	Main	" 20	..	32	34	1	

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	" 21	131	442	Chemnitz	" 27	..	4	29	2
	" 26	111	574	Neckar	Oct. 4	..	13	80	1
	Oct. 12	123	453	Rhein	" 18	..	15	48	6
				Brandenburg	" 27	..	1	24	4
	" 25	140	554	Main	Nov. 1	..	20	84	10
				Chemnitz	" 10	..	3	17	7
	Nov. 7	98	572	Neckar	" 15	..	15	86	4
				Breslau	" 23	..	3	41	10
	" 25	113	569	Rhein	" 29	..	15	110	10
	Dec. 9	40	731	Willehad	Dec. 13	..	3	33	7
				Chemnitz	" 25	..	..	27	20
3077	" 24	68	719	Neckar	" 30	..	11	59	6
	27 Trips	2768	16759	Totals	42 Trips	114	1623	3055	288

Table XLVIII.

NORTH GERMAN LLOYD.

BREMEN—PHILADELPHIA.

Phila. Arrival	Westbound II	III	Steamer
Jan. 12	35	593	Koeln
" 26	27	316	Cassel
Feb. 10	21	396	Chemnitz
3078 " 24	22	364	Frankfort
Mar. 11	32	451	Breslau
" 23	37	610	Koeln
Apr. 6	50	970	Hanover
" 23	23	493	Wittekind
May 4	16	273	Cassel
" 17	36	686	Hanover
" 30	70	907	Rhein
June 14	34	371	Koeln
June 29	142	618	Brandenburg
July 12	49	651	Hanover
" 26	79	489	Cassel
Aug. 9	14	314	Frankfort

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" 23	84	582	Brandenburg
Sept. 6	21	186	Hanover
" 19	28	223	Breslau
Oct. 4	60	437	Frankfort
" 18	48	422	Brandenburg
Nov. 3	57	410	Chemnitz
" 17	20	498	Breslau
Dec. 1	84	648	Brandenburg
" 18	44	543	Chemnitz
" 31	13	441	Hanover
26 Trips	1146	12892	Totals

3080

Table XLIX.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III	Dept.
Jan. 11	48	367	Frankfort	Jan. 16	14	33	3
Feb. 4	42	317	Cassel	Feb. 11	11	51	58
Mar. 5	51	333	Frankfort	Mar. 11	56	72	29
" 31	57	404	Koeln	Apr. 8	54	75	5
May 3	54	385	Wittekind	May 6	110	119	2
" 25	66	425	Hanover	" 31	119	90	11
June 23	62	466	Koeln	June 29	94	89	26
July 20	65	404	Hanover	July 29	17	97	..
Aug. 18	117	315	Frankfort	Aug. 26	14	65	4
Sept. 23	114	230	Hanover	Sept. 23	21	49	2
" 28	99	185	Breslau	Oct. 9	13	34	5
Oct. 14	74	216	Frankfort	" 18	13	31	7
Nov. 11	138	383	Hanover	Nov. 18	12	66	15
Dec. 10	67	351	Brandenburg	Dec. 16	14	28	45
14 Trips	1054	4781	Totals	14 Trips	562	899	212

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Table L.

NORWAY-MEXICO GULF LINE, LTD.

CHRISTIANIA—NEWPORT NEWS.

N'port News Arrival	Westbound I	II	III	Steamer
Jan. 28	4	..	15	Noruega
Mar. 28	1	..	19	Texas
Apr. 29	1	..	17	Noruega
June 28	1	..	5	Texas
July 25	..	6	11	Noruega
Sept. 25	15	5	28	Texas
Oct. 25	12	7	18	Noruega
Dec. 24	6	2	6	Texas
8 Trips	40	20	119	Totals

Table LI.

RED STAR LINE.

NEW YORK—ANTWERP.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
				Kroonland	Jan. 4	3	35	161	21
Jan. 1	24	107	252	Lapland	" 11	55	61	376	24
" 11	..	..	225	Gothland	" 18	..	..	243	15
" 19	..	..	316	Samland	" 25	..	..	345	5
" 25	14	285	360	Vaderland	Feb. 1	9	71	995	5
Feb. 3	1	110	295	Finland	" 8	9	46	296	4
" 7	18	208	341	Kroonland	" 11	13	27	200	3
" 15	..	..	257	Gothland	" 18	..	..	118	12
" 20	48	273	602	Lapland	" 25	32	48	367	7
Mar. 1	14	302	362	Vaderland	Mar. 4	9	59	534	3
" 8	9	229	354	Finland	" 11	11	58	327	1
" 14	6	350	459	Kroonland	" 18	22	58	355	8
" 19	28	240	708	Lapland	" 25	93	79	881	3
" 28	16	315	597	Vaderland	Apr. 1	18	63	945	6

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Apr. 4	6	289	807	Finland	" 8	33	67	242	10	
" 11	20	351	798	Kroonland	" 15	34	60	132	3	
" 16	58	171	749	Lapland	" 22	217	108	501	15	
" 26	6	200	325	Vaderland	" 29	73	148	359	8	
May 3	15	223	276	Finland	May 6	29	112	449	3	
" 10	21	308	567	Kroonland	" 13	43	158	440	3	
" 14	79	274	1096	Lapland	" 20	311	241	819	9	
" 23	23	326	886	Vaderland	" 27	133	178	248	9	
" 29	41	344	854	Finland	June 3	186	182	540	9	
June 11	81	353	1177	Lapland	" 17	353	359	719	10	
" 19	24	309	464	Vaderland	" 24	209	186	275	8	
" 30	34	263	536	Finland	July 2	242	222	417	15	3086
July 5	..	..	539	Gothland	" 8	..	..	278	5	
" 10	148	252	553	Lapland	" 15	304	202	673	2	
" 18	46	325	659	Kroonland	" 22	89	111	277	2	
" 26	18	336	527	Finland	" 29	94	84	269	8	
Aug. 3	71	290	395	Vaderland	Aug. 5	74	109	276	7	
" 7	221	336	608	Lapland	" 12	83	77	562	9	
" 15	108	332	401	Kroonland	" 19	65	54	316	8	
" 22	190	276	545	Finland	" 26	41	106	497	7	
" 29	215	210	608	Vaderland	Sept. 2	13	56	375	8	
Sept. 3	317	456	837	Lapland	" 9	49	69	652	8	
" 11	226	242	861	Kroonland	" 16	26	65	322	16	
" 18	235	252	994	Finland	" 23	31	53	363	4	
" 25	198	210	968	Vaderland	" 30	37	43	300	14	
Oct. 1	298	446	958	Lapland	Oct. 7	78	81	572	15	3087
" 10	136	298	611	Kroonland	" 14	18	45	430	4	
" 17	106	349	710	Finland	" 21	11	42	227	7	
" 23	53	260	703	Vaderland	" 28	7	33	214	10	
" 31	39	297	768	Zeeland	Nov. 4	9	31	356	7	
Nov. 7	42	268	952	Kroonland	" 11	11	44	391	4	
" 13	167	286	1068	Lapland	" 18	70	36	569	6	
" 22	31	252	879	Vaderland	" 25	7	29	277	4	
Dec. 1	46	290	1035	Finland	Dec. 3	16	55	1265	4	
" 6	6	164	846	Zeeland	" 13	12	44	364	14	
" 11	62	194	1060	Lapland	" 20	48	31	653	4	
" 20	23	200	901	Kroonland	" 27	17	21	362	9	
" 28	3	147	807	Finland						
51 Trips	3591	12798	33456	Totals	51 Trips	3347	4147	22124	405	

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Table LII.

RED STAR LINE.

PHILADELPHIA—ANTWERP—BOSTON.

	Boston Westbound Arrival	II	Steamer	Phila. Eastbound Departure	II	Dept.
	Jan. 9	31	Marquette	Jan. 20	10	..
	" 24	30	Menominee	Feb. 3	6	..
	Feb. 14	44	Manitou	" 21	1	..
3089	" 21	21	Marquette	Mar. 3	2	..
	Mar. 9	27	Menominee	" 17	18	..
	" 23	41	Manitou	Apr. 1	7	..
	Apr. 3	52	Marquette	" 14	8	..
	" 17	32	Menominee	" 28	42	..
	May 2	18	Manitou	May 12	51	1
	" 15	61	Marquette	" 26	79	3
	" 28	74	Menominee	June 9	95	..
	June 12	78	Manitou	" 23	76	..
	" 27	56	Marquette	July 7	96	..
	July 12	80	Menominee	" 21	107	2
	Aug. 8	116	Manitou	Aug. 18	30	..
	" 22	80	Marquette	Sept. 1	29	..
3090	Sept. 8	113	Menominee	" 16	11	..
	" 18	100	Manitou	" 29	19	..
	Oct. 3	78	Marquette	Oct. 13	19	..
	" 16	37	Menominee	" 27	1	..
	Nov. 1	74	Manitou	Nov. 12	4	..
	" 16	50	Marquette	" 24	6	..
	" 29	22	Menominee	Dec. 8	10	..
	Dec. 15	29	Manitou	" 22	3	1
	" 27	28	Marquette			
	25 Trips	1381	Totals	24 Trips	730	7

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Table LIII.

RUSSIAN-AMERICAN LINE.

New York—Rotterdam, Libau.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.	
				Kursk	Jan. 7	1	12	85	24	
Jan. 17	..	86	528	Birma.	" 21	1	3	81	29	
Feb. 8	..	67	482	Estonia	Feb. 11	..	8	50	26	
" 20	..	119	593	Kursk	" 25	11	12	54	15	3092
Mar. 13	..	52	539	Birma	Mar. 18	7	15	75	8	
" 22	..	83	575	Estonia	" 25	..	7	103	9	
Apr. 8	..	108	1068	Kursk	Apr. 8	13	17	309	11	
" 17	..	78	887	Lituania	" 22	..	17	180	16	
May 10	..	35	269	Birma	May 13	2	49	274	1	
" 22	..	149	934	Kursk	" 27	47	153	477	6	
June 5	..	85	840	Lituania	June 10	..	71	522	8	
" 19	..	121	561	Birma	" 24	45	55	824	6	
July 1	..	178	719	Kursk	July 8	69	140	1461	8	
" 16	..	87	710	Lituania	" 22	..	47	696	1	
Aug. 1	..	187	546	Birma	Aug. 5	15	52	635	1	
" 14	..	204	495	Kursk	" 19	8	75	1015	9	
" 27	..	97	620	Lituania	Sept. 2	..	40	1098	2	3093
Sept. 12	..	191	722	Birma	" 14	8	18	655	2	
" 22	..	302	774	Kursk	" 28	6	41	1219	5	
Oct. 17	..	166	811	Birma	Oct. 21	4	23	328	8	
Nov. 13	..	83	922	Lituania						
" 22	47	207	778	Kursk	Nov. 25	4	30	249	7	
				Lituania	Dec. 5	..	4	360	2	
Dec. 12	10	108	731	Birma	" 21	2	12	140	8	
" 26	14	189	1053	Kursk	" 30	3	20	291	8	
23 Trips	71	2982	16157	Totals	24 Trips	246	921	11181	220	

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Table LIV.

SCANDINAVIAN-AMERICAN LINE.

NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
Jan. 27	13	89	213	C. F. Tietgen	Feb. 2	14	42	134	..
Feb. 8	11	105	172	Hellig Olav	" 16	9	23	163	1
" 22	15	116	273	United States	Mar. 2	4	31	133	2
Mar. 10	15	97	425	Oscar II.	" 16	9	23	127	4
" 16	8	64	311	C. F. Tietgen	" 23	5	11	73	5
" 21	16	175	659	Hellig Olav	" 30	7	28	220	3
Apr. 4	17	179	855	United States	Apr. 13	27	59	213	6
" 19	32	176	762	Oscar II.	" 27	53	125	329	1
" 26	3	79	281	C. F. Tietgen	May 4	63	84	299	2
May 3	40	183	704	Hellig Olav	" 11	102	138	567	2
" 16	75	146	724	United States	" 25	111	142	880	3
" 31	13	179	517	Oscar II.	June 8	104	148	859	4
June 7	5	64	221	C. F. Tietgen	" 15	125	135	325	..
" 13	10	138	338	Hellig Olav	" 22	114	130	527	..
" 27	9	119	392	United States	July 6	103	138	624	2
July 11	18	89	308	Oscar II.	" 20	89	127	370	1
" 24	32	139	290	C. F. Tietgen	" 29	34	49	251	2
Aug. 8	77	136	443	Hellig Olav	Aug. 17	37	74	304	2
" 22	67	153	421	Oscar II.	" 31	21	70	286	2
" 29	90	175	252	C. F. Tietgen	Sept. 7	12	21	169	1
Sept. 5	99	138	534	United States	" 14	14	56	173	1
" 19	114	146	876	Helig Olav	" 28	14	51	239	6
Oct. 4	104	143	706	Oscar II.	Oct. 12	9	42	283	1
" 11	98	172	326	C. F. Tietgen	" 19	8	20	112	3
" 17	108	141	572	United States	" 26	12	41	210	3
" 31	43	165	526	Hellig Olav	Nov. 9	2	53	343	..
Nov. 16	16	183	263	Oscar II.	" 23	17	35	281	5
" 22	6	133	143	C. F. Tietgen	" 30	13	28	475	2
" 29	13	91	231	United States	Dec. 7	28	133	852	1
Dec. 19	15	113	210	Hellig Olav	" 28	3	31	134	2
30 Trips	1182	4026	12948	Totals	30 Trips	1163	2088	9955	67

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Table LV.

SICULA AMERICANA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Cons.	Dept.
Jan. 28	13	..	430	San Giorgio	Feb. 2	..	..	291	12	7
Feb. 26	14	..	515	San Giovanni	Mar. 1	..	..	162	3	13
Mar. 21	11	..	949	San Giorgio	" 25	6	..	184	7	15
Apr. 10	18	..	1166	San Giovanni	Apr. 15	6	..	172	3	18
May 4	18	..	746	San Giorgio	May 9	..	..	220	19	24
" 20	9	..	350	San Giovanni	" 24	1	..	310	11	26
June 15	15	..	501	San Giorgio	June 20	..	17	407	12	10
July 7	19	..	262	San Giovanni	July 13	..	2	669	2	1
				San Giorgio	Aug. 5	..	23	544	26	2
				San Giovanni	" 23	..	21	789	24	1
Sept. 12	23	..	542	San Giorgio	Sept. 19	..	20	466	27	5
" 29	22	..	205	San Giovanni	Oct. 4	..	20	606	32	11
				San Giovanni	Nov. 24	..	..	673	..	..
Nov. 12	16	124	1035	San Guglielmo	" 23	4	55	2128	36	11
Dec. 25	13	85	429	San Guglielmo	Dec. 28	..	22	1649	20	6
12 Trips	191	209	7130	Totals	15 Trips	17	180	9270	234	150

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SICULA AMERICANA.

Boston—Mediterranean.

Steamer	Boston Departure	Eastbound II	III	Cons.
San Giovanni	July 15	2	368	31
San Giovanni	Nov. 27	10	1003	..
Totals	2 Trips	12	1371	31

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Table LVI.

THOMSON LINE.

MONTREAL, QUEBEC (SUMMER)
ST. JOHN, N. B. (WINTER)
LONDON.

	Montreal Quebec St. John Arrival	Westbound II	Westbound III	Steamer	Montreal Quebec St. John Departure	Eastbound II	Eastbound III	Eastbound Dept.
3101	Feb. 24	11	156	Cairnrona	Feb. 28	7	132	1
	Mar. 7	20	194	Tortona	Mar. 11	7	194	4
	Apr. 1	22	562	Cairnrona	Apr. 8	1	137	9
	" 14	32	640	Tortona	" 22	30	192	49
	4 Trips	85	1552	Totals	4 Trips	45	655	63

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Table LVII.

URANIUM STEAMSHIP CO., LTD.

ROTTERDAM VIA HALIFAX—NEW YORK—ROTTERDAM.

N. Y. Arrival	Westbound I	Halifax II	Halifax III	New York I	New York II	New York III	Steamer
							Campanello
Jan. 12	..	3	85	1	21	301	Uranium
" 28	..	..	65	..	3	296	Volturno
Feb. 10	..	2	107	1	18	251	Campanello
" 24	..	6	78	1	8	273	Uranium
Mar. 13	..	2	137	..	13	245	Volturno
" 24	..	2	513	..	33	408	Campanello
Apr. 8	..	7	676	..	17	458	Uranium
" 20	..	4	736	..	10	384	Volturno
May 5	..	9	626	..	10	319	Campanello
" 16	..	6	490	2	16	128	Uranium
" 31	..	18	482	1	17	241	Volturno
June 14	..	7	253	4	21	267	Campanello
" 28	..	3	171	5	32	194	Uranium
July 15	..	4	187	..	27	160	Volturno
" 26	..	6	129	..	33	188	Campanello
Aug. 10	1	5	155	7	43	181	Uranium
" 23	..	11	127	..	18	149	Volturno
Sept. 8	7	24	173	30	12	199	Campanello
" 20	1	2	177	38	14	200	Uranium
Oct. 7	1	5	124	.	5	127	Volturno
" 18	..	2	194	..	27	182	Campanello
Nov. 4	2	8	117	1	9	130	Uranium
" 21	2	8	107	1	11	165	Volturno
Dec. 2	1	..	126	7	7	214	Campanello
" 17	..	4	146	..	23	186	Uranium
25 Trips	15	148	6181	99	448	5846	Totals
				15	148	6181	
				114	596	12027	Grand Totals

N. Y. Departure	Eastbound I	II	III	Dpt.
Jan. 5	..	..	358	21
" 19	10	23	434	40
Feb. 2	..	19	332	18
" 16	..	8	269	17
Mar. 2	..	..	264	10
" 16	..	19	262	3
" 30	..	21	436	15
Apr. 13	7	22	198	9
" 27	..	21	385	7
May 11	21	10	687	..
" 25	30	36	443	9
June 8	5	2	398	..
" 22	8	12	711	5
July 6	44	37	676	4
" 20	9	..	397	3
Aug. 3	19	..	560	..
" 17	16	33	481	3
" 31	1	11	597	6
Sept. 14	8	8	444	4
" 28	4	21	528	2
Oct. 12	..	7	435	2
" 26	1	19	515	5
Nov. 9	3	25	485	5
" 23	1	7	966	4
Dec. 7	2	21	1570	8
" 21	5	..	455	3
26 Trips	194	382	13286	203

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Table LVIII.

WHITE STAR LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	Dept.
Jan. 1	64	82	59	Cedric					
" 8	41	119	78	Megantic	Jan. 14	75	126	322	6
" 15	47	136	144	Celtic					
" 22	68	182	190	Laurentic	" 28	88	109	302	14
" 31	63	194	168	Arabic					
3107 Feb. 6	68	235	275	Baltic	Feb. 11	110	88	195	16
" 19	38	274	220	Laurentic	" 25	78	100	159	2
Mar. 6	147	389	472	Baltic	Mar. 11	83	126	229	5
" 19	71	385	517	Laurentic	" 25	99	117	234	34
				Cedric	Apr. 1	123	123	175	3
Apr. 2	169	424	1234	Baltic	" 8	140	160	326	11
				Celtic	" 15	124	97	159	10
" 16	169	445	581	Laurentic	" 22	138	107	177	7
" 24	166	225	680	Cedric	" 29	279	163	221	7
May 1	218	408	1046	Baltic	May 6	165	201	380	2
" 8	138	236	546	Celtic	" 13	172	143	369	8
" 13	75	289	319	Arabic	" 20	115	187	231	1
" 22	119	193	562	Cedric	" 27	273	329	510	4
" 28	158	347	587	Baltic	June 3	357	418	1018	8
3108 June 4	102	143	351	Celtic	" 10	289	401	687	3
" 11	50	248	235	Arabic	" 17	224	256	331	6
" 18	67	202	263	Cedric	" 24	318	392	560	..
" 25	156	232	291	Baltic	July 1	389	423	783	3
July 2	140	239	158	Celtic	" 8	296	425	782	3
" 11	65	278	195	Arabic	" 15	220	275	366	3
" 16	155	268	424	Cedric	" 22	176	278	392	5
" 23	162	256	213	Baltic	" 29	160	201	354	9
" 30	203	357	163	Celtic	Aug. 5	173	181	405	2
				Adriatic	" 10	107	105	491	1
Aug. 11	165	316	198	Cedric	" 17	124	124	433	2
" 18	342	392	285	Baltic	" 24	102	139	653	6

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"	29	290	683	448	Celtic	"	31	83	129	426	11
Sept.	3	454	478	1011	Adriatic	Sept.	7	52	112	724	4
"	9	303	411	379	Cedric	"	14	64	117	260	15
"	15	415	414	802	Baltic	"	21	79	118	491	18
"	22	292	392	506	Celtic	"	28	104	77	238	9
"	29	429	491	499	Adriatic	Oct.	5	157	115	624	..
Oct.	7	327	525	522	Cedric	"	12	92	127	319	2
"	13	351	401	752	Baltic	"	19	115	160	451	2
"	20	264	402	880	Celtic	"	26	125	121	1593	2
"	27	251	498	372	Adriatic	Nov.	2	115	101	554	8
Nov.	3	121	325	270	Cedric	"	9	69	103	1844	6
"	11	258	311	385	Baltic	"	15	159	153	750	1
"	18	118	152	222	Celtic	"	23	60	142	909	4
Dec.	1	79	131	121	Cedric	Dec.	7	98	148	1133	5
"	9	75	155	196	Baltic	"	14	86	255	521	4
"	16	46	142	191	Laurentic	"	20	69	96	390	2
"	22	154	106	180	Celtic	"	29	60	65	148	3
"	30	25	73	68	Arabic						
46 Trips		7684	13584	18358	Totals	45 Trips		6584	7933	22619	277

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Table LIX.

WHITE STAR LINE.

NEW YORK—SOUTHAMPTON.

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N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit. Etc.	III Ital. Grks.	Dept.
				Oceanic	Jan. 7	195	110	469	22	5
Jan. 12	172	105	164	Adriatic	" 21	291	132	335	24	16
" 25	88	128	193	Oceanic	Feb. 4	173	62	327	29	4
Feb. 9	134	204	294	Adriatic	" 18	168	110	281	22	5
" 22	58	168	258	Oceanic	Mar. 4	114	79	173	74	6
Mar. 9	124	318	501	Adriatic	" 18	235	105	191	35	5
" 22	130	296	774	Oceanic	" 29	150	74	188	3	17

3112 *Petitioner's Exhibit 159*

	Apr. 6	58	299	469	Majestic	Apr. 12	38	54	88	12	7
	" 13	173	311	902	Adriatic	" 19	271	142	192	50	6
	" 19	107	149	439	Oceanic	" 26	215	136	534	30	10
	" 27	..	296	301	Teutonic	May 3	..	249	290	..	6
	May 4	15	163	285	Majestic	" 10	61	88	188	39	9
	" 11	169	233	655	Adriatic	" 17	349	225	508	51	5
	" 17	49	123	376	Oceanic	" 24	197	163	244	52	6
	" 31	48	130	257	Majestic	June 7	167	198	198	32	3
	June 8	245	151	403	Adriatic	" 12	404	268	284	51	2
	" 14	57	97	156	Oceanic	" 21	356	170	293	64	2
	" 21	489	263	564	Olympic	" 28	736	491	861	191	..
3113	July 6	241	239	276	Adriatic	July 12	374	239	677	147	2
	" 12	168	189	247	Oceanic	" 19	191	162	379	84	..
	" 19	514	245	326	Olympic	" 26	577	237	755	277	..
	" 27	56	159	136	Majestic	Aug. 2	77	103	397	82	1
	Aug. 3	325	276	242	Adriatic						
	" 9	174	196	177	Oceanic	" 12	111	83	228	67	10
	" 16	553	485	501	Olympic	" 19	474	214	540	357	3
	" 30	391	251	335	Oceanic	Sept. 2	93	90	201	45	..
	Sept. 5	718	499	714	Olympic	" 9	338	146	551	175	5
	" 13	260	213	195	Majestic	" 16	22	52	109	17	..
	" 20	393	242	314	Oceanic	" 23	99	55	273	53	1
	Oct. 5	201	242	275	Majestic	Oct. 7	28	47	166	24	..
	" 11	314	271	262	Oceanic	" 14	76	49	203	39	1
	" 25	85	335	254	Majestic	" 28	28	62	138	18	2
3114	Nov. 1	135	200	175	Oceanic	Nov. 4	75	71	352	55	1
	" 22	197	163	176	Oceanic	" 25	104	72	471	37	..
	Dec. 7	551	204	335	Olympic	Dec. 9	484	309	1068	54	3
	" 13	126	159	200	Oceanic	" 16	67	119	328	20	5
	" 27	373	130	204	Olympic	" 30	442	125	231	63	3
	36 Trips	7891	8132	12335	Totals	36 Trips	7780	5091	12711	2395	151
									2395		
					Grand Total				15106		

Petitioner's Exhibit 159

Table LX.

WHITE STAR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III Ital. Grks.	III Az.	Steamer	N. Y. Departure	Eastbound I	II	III Ital. Grks.	III Az.	Cons.	Dep
					Cedric	Jan. 11	347	8	500	92	..	5
					Celtic	" 25	297	..	371	13	..	2
Feb. 15	49	78	672	51	Cedric	Feb. 22	245	13	230	32	..	28
Mar. 2	72	168	1418	154	Celtic	Mar. 8	296	35	245	12	..	62
" 23	26	75	962	65	Cretic	" 29	217	55	263	60	6	19
" 27	77	198	1852	..	Cedric							
Apr. 10	114	240	1919	..	Celtic							
May 5	92	217	1178	112	Cretic	May 10	216	11	205	17	30	70
June 20	36	85	620	15	Cretic	June 24	223	45	408	36	20	13
					Canopic	Aug. 19	13	35	592	..	3	1
Sept. 15	148	110	287	36	Cretic	Sept. 20	43	41	740	11	32	7
Oct. 27	111	230	489	..	Cretic	Oct. 31	55	35	913	32	35	2
					Adriatic	Dec. 2	263	171	1923	35	21	3
Dec. 5	29	335	525	..	Cretic	" 9	29	62	1765	25	31	..
10 Trips	754	1736	9922	433	Totals	12 Trips	2244	511	8155	365	178	212
			9922							8155		
			10355		Grand Totals					8520		

Cabin Divided:

Westbound I	Westbound II		Eastbound I	Eastbound II
723	1621	Italy	2235	480
31	115	Azores	9	31

Petitioner's Exhibit 159

Table LXI.

WHITE STAR LINE.

Boston—Mediterranean.

Boston Arrival	Westbound I	II	III Ital. Grks.	III Az.	Steamer	Boston Departure	Eastbound I	II	III Ital. Grks.	III Az.	Cons.	Dept.
Feb. 1	34	206	831	223	Romanic	Feb. 4	106	34	294	58	42	12
Mar. 14	18	214	930	172	Romanic	Mar. 18	133	30	181	105	27	6
Apr. 4	37	309	1062	179	Canopic	Apr. 8	222	..	223	164	34	67
" 25	64	195	878	277	Romanic	" 29	283	..	286	238	25	21
					Cretic	May 11	10	50	125	90	14	10
May 16	99	277	1030	173	Canopic	" 20	239	..	356	92	41	23
June 6	91	162	1028	105	Romanic	June 10	234	66	395	83	35	10
" 26	70	191	591	241	Canopic	July 1	263	72	573	116	33	9
Aug. 9	99	295	895	395	Canopic	Aug. 18	10	43	623	234	29	9
Sept. 7	180	231	315	217	Romanic	Sept. 13	38	57	626	190	33	4
" 24	96	191	417	167	Canopic	" 30	61	64	745	165	32	6
Oct. 16	88	345	541	223	Romanic	Oct. 21	37	80	894	314	36	6
Nov. 5	82	346	502	164	Canopic	Nov. 11	84	73	1271	107	20	9
" 22	23	406	501	132	Romanic	" 25	35	72	1318	21	34	5
Dec. 9	23	162	430	132	Canopic	Dec. 12	25	36	1111	103	31	14
14 Trips	1004	3530	9951	2800	Totals	15 Trips	1780	677	9021	2080	466	211
				9951						9021		
				12751	Grand Totals					11101		

Cabin Divided:

Westbound I	Westbound II		Eastbound I	Eastbound II
909	2716	Italy	1711	570
95	814	Azores	69	107

Petitioner's Exhibit 159 3121

Table LXII.

WHITE STAR LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	Dept.	
Feb. 23	10	104	195	Zeeland	Feb. 28	8	9	77	5	
Apr. 6	32	..	958	Cymric	Apr. 11	27	..	149	5	
" 20	24	238	685	Zeeland	" 25	17	29	106	10	
May 5	32	..	947	Cymric	May 9	53	..	220	6	
" 18	40	157	445	Zeeland	" 23	38	52	137	..	3122
June 1	56	..	681	Cymric	June 6	140	..	522	4	
" 15	35	110	263	Zeeland	" 20	158	224	304	..	
" 29	55	..	522	Cymric	July 3	193	..	418	6	
July 27	87	..	572	Cymric	Aug. 1	82	..	351	7	
Aug. 10	112	235	346	Arabic	" 15	63	60	215	3	
Sept. 9	246	265	360	Arabic	Sept. 14	41	62	240	4	
" 21	193	198	461	Zeeland	" 26	18	25	112	4	
" 29	152	..	569	Cymric	Oct. 3	41	..	201	1	
Oct. 5	240	291	482	Arabic	" 10	43	35	172	3	
" 26	52	..	732	Cymric	" 31	21	..	182	8	
Nov. 2	93	219	211	Arabic	Nov. 7	31	23	84	4	
" 30	22	114	331	Arabic	Dec. 5	13	29	336	9	
17 Trips	1481	1931	8760	Totals	17 Trips	987	548	3826	79	8123

Table LXIII.

MISCELLANEOUS TABLE.

NEW YORK—MEDITERRANEAN.

Steamer		N.Y. Eastbound Departure	I
Arabic (Clarke's Oriental Cruise)		Feb. 4	602

3124 **Petitioner's Exhibits 154 to 159.**

Conference Reports of Trans-Atlantic Passenger Movements, 1906-1911, inclusive marked for identification.

Petitoner's Exhibit 160.

Exhibit 160, Minutes of American Atlantic Conference, for 1908, marked for identification.

3125

Petitioner's Exhibit 161.

Exhibit 161 Minutes of Continental Conference, for 1908, consisting of numbers 172, 193 and 174, marked for identification.

3126

Petitioner's Exhibit 162.

3127

PRIVATE

No. 1028.

Sept. 7th, 1906.

Holland America Line,
Rotterdam.

Gentlemen:

We received your favor, private 756, of August 21st, contents of which had our best attention. We fully believe with you that the steamship Companies could follow up with good results their different cases 3128
in which unauthorized persons sell orders on Europe.

However, it remains a question whether this course is advisable. Similar matters, if brought before a court, may easily lead to further investigation of the present methods employed by the steamship companies, which, in many respects would cause unsatisfactory results. The course followed by the steamship companies in their different meetings to maintain control of the agents under their supervision is in many ways very arbitrary, and although from the steamship companies' standpoint justifiable, may be condemned if brought before an investigation committee.

For this reason, we think it is very desirable to 3129
proceed slowly. However, in one of the next meetings, we will have this matter brought up and fully discussed, informing you of the result.

Messrs. Zotti & Co.

Apparently this company is in very bad shape. The steamer Brooklyn has been sold, and Mr. Zotti now is anxious to become a regular appointed agent of the conferences. He always has been a disturbing element in the business, and the best solution of this question is undoubtedly to have him under control,

3130 *Petitioner's Exhibit 162*

which will be the case, if he accepts Conference rules and regulations. However, there is in our opinion, one feature, which prevents us from acting in this matter, namely, Mr. Zotti's relation to the French Line. In the different pool letters, we have noticed the very bitter tone of Mr. Tattet against Mr. Zotti. As long as the French Line is working in harmony with the different pool lines, we do not consider it fair towards said line, to support a man who is antagonistic, and is trying to fight the French Line, wherever he can.

It is possible that this matter will be taken up in
3131 Europe and we would like to hear your opinion before proceeding. So far, the North German Lloyd, the Cunard, and the I. M. M. have endorsed Mr. Zotti's application, and will undoubtedly give him ticket books. It should not be overlooked that special consideration, is, in our opinion not justified in regard to the French Line, as they are actually the cause of Mr. Zotti's position today; they have more than protected him when he was unknown, and have enabled him, by giving him a contract a few years ago, in defiance of the Conference, to have sub-agents, and sell tickets from three to five dollars cheaper than any one else.

As long as Mr. Z is endorsed by nearly all the lines
3132 we certainly would be at a disadvantage if we refused him our agency.

Respectfully yours,
HOLLAND AMERICA LINE,
A. G.,
N General Agent.

Petitioner's Exhibit 163.

3133

STEERAGE AND THIRD CABIN CIRCULAR
No. 1

Superseding all previous Steerage and Third Cabin Rate Sheets.

Jan. 3d, 1910.

HAMBURG-AMERICAN LINE

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, New York.

1334 Walnut Street
Philadelphia

90 State Street
Boston

160 Powell Street
San Francisco

159 Randolph Street
Chicago

902 Olive Street
St. Louis

3134

Photograph Twin-Screw Express S. S. "DEUTSCHLAND," 686½ feet in length, 67½ feet in width and 44 feet in depth, 16,502 tons, 37,000 h. p. 23½ knots—26½ miles average speed.

TWIN-SCREW EXPRESS and TWIN-SCREW REGULAR PASSENGER SERVICES Between NEW YORK and HAMBURG.

STEERAGE RATES, PAGE 2.

THIRD CABIN RATES, PAGE 3.

3135

MEDITERRANEAN TWIN-SCREW EXPRESS and REGULAR PASSENGER SERVICE—NEW YORK—NAPLES—GENOA.

Steerage Rates, Page 4.

Scandinavian Service, New York to Scandinavia Via Hamburg.

Steerage and Third Cabin Rates, Page 3.

Brazil Line, New York—Brazil, Maintained Jointly By Hamburg South American S. S. Co. Hamburg-American Line Intermediate and Steerage Rates, Page 4.

NOTE: Advance in Steerage Prepaid Rates, New York-Hamburg Services, page 2.

Advance in Third Cabin Prepaid Rates, page 3.

3136 *Petitioner's Exhibit 163*

NEW YORK-HAMBURG SERVICES

Steerage Rates

Note advance in steerage prepaid rates, all steamers

Outward

Use only Steerage Outward Ticket (S. O. T. Forms) for Steerage Outward passage.

	Express Service	Regular Service
3137 From New York	S. S. Deutschland	Steamers Amerika, Kaiserin Auguste Victoria, Bluecher, Cleveland, Cincinnati, President Lincoln, President Grant, Pretoria, Patricia, Pennsylvania, Graf Waldersee and all other steamers
To Hamburg	% $35.00	$35.00
" Cherbourg	35.00	35.00
" Paris (via Cherbourg) .	38.60	38.60

Commission, $2.00 per adult

3138 Children between 1 and 12 years, half price and half commission. Infants under 1 year (1 in a family), $2.50, commission, 25 cents. If more than one infant in a family, others pay half fare.

% Agents should reserve berths on the S. S. "Deutschland" in advance, which reservation must be confirmed, before issuing outward tickets.

Petitioner's Exhibit 163

3139

‡ Prepaid

Use only Steerage Prepaid Ticket (S. P. T. Forms) for Steerage Prepaid passage.

Use special form of Steerage Prepaid Ticket for passengers from Hungary.

	Express Service	Regular Service		
To New York	S. S. Deutschland	Steamers Amerika, Kaiserin Auguste Victoria, Cleveland and Cincinnati	Steamers President Grant, President Lincoln, Pretoria, Patricia, Pennslyvania, Graf Waldersee, Bluecher and all other steamers	3140
rom Hamburg (except Russians)	‡ $38.50	‡ $38.50	‡ $38.50	
Russians, including board and lodging at Hamburg and transfer of baggage from Railway station to steamer	‡ 40.50	‡ 40.50	‡ 40.50	
rom Cherbourg	‡ 38.50	‡ 38.50	....	
rom Paris (via Cherbourg)	‡ 42.60	‡ 42.60	....	
rom Boulogne s/M	....	....	‡ 38.50	3141
rom Paris (via Boulogne s/M)	....	....	‡ 40.30	

‡ Collect $4.00 head-tax additional for each passenger.

Commission, $2.00 per adult

Children between 1 and 12 years, half price and half commission. Infants under 1 year (1 in a family), $2.50, commission 25 cents. If more than one infant in a family, others pay half fare.

3142 *Petitioner's Exhibit 163*

‡ Collect $4.00 head-tax for each Steerage Prepaid Passenger in addition to the prepaid rate, and endorse advice, receipt and coupon in conformity.

Refund of Head-tax paid in connection with Steerage Prepaid Tickets will be made after arrival here, to United States citizens and such passengers who have been manifested as proceeding, and who furnish proof that they have proceeded, out of the United States to foreign contiguous territory within 30 days after landing, and it is found that no head-tax has been charged for their account by the United States Government.

3143 Round Trip Fare is the combined Outward and Prepaid Rate. No reduction is allowed.

NEW YORK-HAMBURG SERVICES

Third Cabin Rates

Note advance in Third Cabin Prepaid Rates, all steamers

Outward

3144 Use only Intermediate Outward Ticket (I. O. T. Forms) for Third Cabin Outward passage.

From New York	Steamers Cleveland, Cincinnati, President Lincoln, President Grant, Pennsylvania, Patricia, Pretoria and Graf Waldersee	Steamers Amerika and Kaiserin Auguste Victoria
To Hamburg	$37.00	$38.00
" Cherbourg	37.00	38.00
" Paris (via Cherbourg)	40.60	41.60

Petitioner's Exhibit 163

Agents should reserve Third Cabin berths in advance, obtaining room and berth number from us, which should be inserted in the ticket.

Agents may telegraph us for reservation of third cabin berths at our expense.

Prepaid.

Use only Intermediate Prepaid Ticket (I. P. T. Forms) for Third Cabin Prepaid passage.

To New York	Steamers Graf Waldersee, Patricia, Pennsylvania and Pretoria	Steamers President Lincoln, President Grant, Cleveland and Cincinnati	Steamers Amerika and Kaiserin Auguste Victoria
From Hamburg (except Russians) ...	♯ $43.50	♯ $43.50	♯ $46.00
From Hamburg (Russians)	Do not book	Do not book	Do not book
From Cherbourg	....	♯ 43.50	♯ 46.00
From Paris (via Cherbourg)	....	♯ 47.60	♯ 50.10
From Boulogne s/M ...	♯ 43.50	♯ 43.50	....
From Paris (via Boulogne s/M)	♯ 45.30	♯ 45.30	....

♯ Collect $4.00 head-tax additional for each passenger.

Commission, $2.00 (per adult) each way.

Children between 1 and 12 years, half fare and half commission. Infants under 12 months (1 in a family), $2.50, commission, 25 cents. If more than one infant in a family, others pay half fare.

♯ Collect $4.00 head-tax for each Third Cabin Prepaid Passenger in addition to the prepaid rate, and endorse advice, receipt and coupon in conformity.

Refund of Head-tax paid in connection with Third Cabin Prepaid Tickets will be made after arrival here,

3148 *Petitioner's Exhibit 163*

to United States citizens and such passengers who have been manifested as proceeding, and who furnish proof that they have proceeded, out of the United States to foreign contiguous territory within 30 days after landing, and if it is found that no head-tax has been charged for their account by the United States Government.

Round-Trip Fare is the combined Outward and Prepaid Rate. No reduction is allowed.

Do not insert name of steamer or date of sailing on prepaid tickets unless reservation has been made and confirmed in advance.

3149

SCANDINAVIAN SERVICE via HAMBURG.

	Express Service	Regular Service	
Outward from New York	S. S. Deutschland	Steamers Amerika, Kaiserin Auguste Victoria, President Lincoln, President Grant, Graf Waldersee, Pennsylvania, Patricia, Cleveland, Cincinnati and Pretoria	S. S. Bluecher and all other steamers
3150			
To Aalborg, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Copenhagen, Drontheim, Esbjerg, Frederichshavn Gothenburg, Helsingborg, Laurvig, Malmo, Skein, Stavanger	$35.50	$33.50	$33.50
Stockholm	38.50	36.50	36.50
		Third Cabin Rate, $5.00 higher	

Commission, $2.00 per adult.

Petitioner's Exhibit 163

Children between 1 and 12 years, half price and half commission. Infants under 1 year (1 in a family), $3, commission, 50 cents. If more than one infant in a family, others pay half fare.

Passengers to Scandinavian Points receive free Board, Lodging and Transfer of Baggage at Hamburg, and Meals on North Sea and Baltic Steamers.

The Sale of Scandinavian and Finnish Prepaid Tickets over our Line has been Discontinued.

MEDITERRANEAN SERVICE

Between New York, Naples and Genoa.

" Outward			% Prepaid
Steamers Moltke and Hamburg	Steamers Bulgaria and Batavia	Booking Points	Steamers Moltke, Hamburg, Bulgaria and Batavia
$38.00	....	Gibraltar	....
38.00	$35.00	Naples	$38.50
38.00	35.00	Genoa	38.50
40.50	37.50	Palermo	38.50
40.50	37.50	Messina	38.50
39.85	36.85	Turin	40.35
39.75	36.75	Milan	40.25
39.75	36.75	Leghorn	40.25

" Use only Mediterranean Outward Ticket (Green M. O. T. Forms) for Outward Passage to Mediterranean Ports.

% Use only Mediterranean Prepaid Ticket (M. P. T. Forms) for Mediterranean Prepaid passages. Our Steerage Prepaid Tickets (S. P. T. Forms) will NOT be honored in Italy.

Commission, $2.00 per adult.

Children over 5 and under 10 years, half fare, over 1 and under 5 years, quarter fare. Infants under 12 months, free, if one in a family; if there are more, others pay quarter fare.

3154 *Petitioner's Exhibit 163*

Outward

Steamers Moltke and Hamburg	Steamers Bulgaria and Batavia	Greek and Oriental Rates Booking Points via Naples	Prepaid All Steamers
$45.00	$42.00	Piraeus	$42.50
48.00	45.00	Alexandria	48.50
50.00	47.00	Jaffa	50.50
51.00	48.00	Beyrouth	51.50

Commission, $2.00 per adult.

3155 Children over 5 and under 10 years, half fare; over 1 and under 5 years, quarter fare. Infants under 12 months, free, if one in a family; if there are more, others pay quarter fare.

Round-Trip Fare is the combined Outward and Prepaid Rate. No Reduction is allowed.

Steerage Passengers on the Mediterranean Service are provided, free of charge, with Wine, Bedding and Eating Utensils.

3156

Petitioner's Exhibit 163

3157

BRAZIL LINE

between New York and South America via Barbados

Maintained jointly by the Hamburg South American S. S. Co. and Hamburg-American Line.

Intermediate Outward and Prepaid Rates	Booking Points between New York and	Third Class Outward and Prepaid Rates
$30.00	Barbardos, W. I.	$25.00
55.00	Pernambuco-Maceio-Cabed-Ello	40.00
60.00	Bahia-Rio De Janeiro	45.00
65.00	Santos	50.00
75.00	Montevideo-Buenos Ayres	60.00
77.00	Sao Francisco Do Sul-Paranagua-Desterro	62.00
78.00	Rosario	65.00
80.00	Rio Grande Do Sul	65.00
82.00	Porto Allegre	67.00

In addition to these rates, $4.00 head tax must be collected for each individual Prepaid Passenger.

In addition to these rates, $4.00 head tax must be collected for each individual Prepaid Passenger.

3158

Commission, 10%.

Children between 6 and 12 years, half fare; between 2 and 6 years, quarter fare; under 2 years, free, if one in a family, if there are more others pay quarter fare.

Quarantine or Shore Expenses of the passengers, if any incurred, must be borne by the passengers themselves.

3159

Intermediate Staterooms are located amidships and accommodate 3 and 4 passengers each. Reservation of Berths Must be Made Before Issuing Tickets.

Tickets—A Special Form of Ticket Blanks is in use for this Line, a supply of which will be sent upon application.

3160 **Petitioner's Exhibit 164.**

THE NORTH WEST TRANSPORT LINE

REGULAR PASSENGER SERVICE.

TO AND FROM ROTTERDAM

New York, January 3, 1910.

We beg to call your attention to the sailings of the steamers:

"URANIUM," Saturday, January 15th, 1910,

"NAPOLITAN PRINCE," Saturday, January 29th, 1910,

"SICILIAN PRINCE," Saturday, February 5th,
3161 1910,

"VOLTURNO," Saturday, February 12, 1910, At Noon.

From New York to Rotterdam.

STEERAGE RATES

To Rotterdam, $25.

To Hamburg, $28.00.

To Antwerp $26.00.

To Bremen, $27.00.

To Libau $33.00.

Commission $3.00.

CHILDREN between 1 and 12 years, half fare. In-
3162 fants $2.00.

FIRST CABIN TO ROTTERDAM $45.00.

Commission $4.00.

You may book passengers through at the following rates:

Agram	$8.40	Krakau	5.95
Alexandrowo	5.30	Kronstadt	9.20
Basel	4.00	Laibach	8.50
Belgrad	10.40	Leipzig	3.05
Berlin	3.00	Lemberg	7.65
Bozen	7.65	Miskolcz	7.55

Petitioner's Exhibit 164

3163

Brody	8.10	Munchen	5.30
Budapest	7.55	Munkacs	8.55
Bukarest	10.35	Oderberg	5.60
Coln	1.10	Odessa	11.30
Czernowitz	8.75	Ostrowo	4.90
Debreczin	9.00	Oswieczin	5.70
Dresden	3.65	Paris	4.30
Dusseldorf	.95	Podwoloczyska	8.45
Eperjes	7.55	Posen	4.30
Eydtkuhnen	6.65	Prag	4.60
Fiume	8.40	Rogasen	4.55
Frankfurt a M	$2.10	Saratow	$12.30
Galszecs	7.95	Schaffhausen	4.80
Graz	7.45	Smolensk	9.50
Hannover	1.80	Strassburg i. e.	3.40
Heidelberg	2.60	Stuhlweissenburg	8.05
Herrmannstadt	9.65	Stuttgart	3.50
Illowo	5.65	Tarnow	6.35
Innsbruck	6.55	Tarnopol	8.25
Inowrazlaw	4.85	Temesvar	9.15
Insterburg	6.35	Thorn	4.95
Jaslo	6.90	Tilsit	6.60
Jassy	10.15	Triest	9.35
Karlstadt	8.40	Trient	8.00
Kaschau	7.55	Ungvar	8.35
Klausenburg	9.20	Vienna	6.00
Konigsberg in Pr	5.95	Warschau	6.45
Kowno	7.25	Wilna	8.00

3164

3165

NORTH WEST TRANSPORT LINE.

VESELY & Co.,
Gen'l Passenger Agents,
17-19 Broadway, New York.

J. V. ZINNER & Co.,
Gen'l Western Pass. Agents,
71 E. Washington St.
Chicago, Ill.

3166 *Petitioner's Exhibit 165*

These Sailing Dates will be strictly adhered to, and in the event of accident to any of the steamers other steamers now being fitted will be substituted. It is also contemplated to increase the sailings to a weekly Service in the immediate future, when new steamers under construction, and now being fitted, are completed.

Petitioner's Exhibit 165.

THE NORTH WEST TRANSPORT LINE.

3167 DIRECT PASSENRER SERVICE BETWEEN NEW YORK AND ROTTERDAM

To our Agents: No. 54
Please note change of sailing and reduction in rate

Steamer "Uranium" will sail on Tuesday, January 18th, 1910, at 10 A. M. from Pier 4, Bush Docks, Brooklyn. Take 39th St. Ferry, foot of Whitehall St. New York

RATES OF PASSAGE:

To Rotterdam, $22.00 Commission $3.00
First Cabin $45.00 Commission $4.00

NORTH WEST TRANSPORT LINE.

3168 J. W. Zinner & Co.
Gen. West Pass. Agents.
71 East Washington St.,
Chicago, Ill.
Vesely & Co.
General Passenger Agents.
17-19 Broadway, New York.

Please note that our Prepaid Rate is $30.50 plus $4 U. S. Headtax. Commission $3.00
January 10, 1910.

Petitioner's Exhibit 166.

3169

Polish

Dec. 11, 1909. 15 M

POLNOCNO NIEMIECKI LLOYD
z New Yorku do Bremen.

DWUSROBOWY PAROWIEC

NECKAR

520 Stop Dlugi 9,850 Ton Registr

odchodzi w

Sobote d. 18. Grudina. 3170
o godzinie 10. rano

WPROST DO BREMEN

CENA MIEDZYPOKLADEM (Steerage) DO BREMEN

$24.

Petitioner's Exhibit 167.

THE NORTHWEST TRANSPORT LINE. 3171

REGULAR PASSENGER SERVICE

To and From

ROTTERDAM.

New York, January 3, 1910.

We beg to call your attention to the sailings of the steamers

"Uranium," Saturday, January 15th, 1910. "Napolitan Prince," Saturday, January 29th, 1910.
"Sicilian Prince," Saturday, February 5th, 1910.

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"Volturno," Saturday, February 12th, 1910. Noon
From New York to Rotterdam

STEERAGE RATES:

To Rotterdam, $25

To Hamburg,	$28.00	To Antwerp,	$26.00
To Bremen,	$27.00	To Libau,	$33.00

Commission $3.00

Children between 1 and 12 years, half fare, infants $2.00.

3173

First Cabin to Rotterdam, $45.00

Commission $4.00

You may book passengers through at the following rates:

Agram	$8.40	Frankfurt a M	2.10
Alexandrowo	5.30	Galszecs	7.95
Basel	4.00	Graz	7.45
Belgrad	10.40	Hannover	1.80
Berlin	3.00	Heidelberg	2.60
Bozen	7.65	Herrmannstadt	9.65
3174 Brody	8.10	Illowo	5.65
Budapest	7.55	Innsbruck	6.55
Bukarest	10.35	Inowrazlaw	4.85
Coln	1.10	Insterburg	6.35
Czernowitz	8.75	Jaslo	6.90
Debreczin	9.00	Jassy	10.15
Dresden	3.65	Karlstadt	8.40
Dusseldorf	.95	Kaschau	7.55
Eperjes	7.55	Klausenburg	9.20
Eydtkuhnen	6.65	Konigsberg in Pr	5.95
Fiume	8.40	Kowno	7.25

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Krakau	5.95	Saratow	12.30
Kronstadt	9.20	Schaffhausen	4.80
Laibach	8.50	Smolensk	9.50
Leipzig	3.05	Strassburg i. E.	3.40
Lemberg	7.65	Stuhlweissenburg	8.05
Miskolcz	7.55	Stuttgart	3.50
Munchen	5.30	Tarnow	6.35
Munkacs	8.55	Tarnopol	8.25
Oderberg	5.60	Temesvar	9.15
Odessa	11.30	Thorn	4.95
Ostorowo	4.90	Tilsit	6.60
Oswieczin	5.70	Triest	9.35
Paris	4.30	Trient	8.00
Podowoczyska	8.45	Ungvar	8.35
Posen	4.30	Vienna	6.00
Prag	4.60	Warschau	6.45
Rogasen	4.55	Wilna	8.00

3176

NORTH WEST TRANSPORT LINE.
VESELY & Co.,
Gen'l Passenger Agents,
17-19 Broadway, New York.

J. V. ZINNER & Co.,
Gen'l Western Pass. Agents,
71 E. Washington St.
Chicago, Ill.

3177

These Sailing Dates will be strictly adhered to, and in the event of accident to any of the steamers other steamers now being fitted will be substituted. It is also contemplated to increase the sailings to a weekly Service in the immediate future, when new steamers under construction, and now being fitted, are completed.

3178 **Petitioner's Exhibit 168.**

THE NORTH WEST TRANSPORT LINE

No. 56.

Direct Passenger Service between New York and Rotterdam

To our Agents:

We again wish to call your attention to the sailing of our steamer

"NAPOLITAN PRINCE"

3179 Saturday, January 29th, 1910, at noon
From Pier No. 30, Brooklyn

Take Atlantic Ferry from New York

Rate to Rotterdam, $22.00 Commission $3.00

Yours truly,
NORTH WEST TRANSPORT LINE,
VESELY & Co. Gen'l Pass. Agents
17-19 Broadway, New York.

General Western Agents:
J. V. ZINNER & Co.
71 E. Washington St. Chicago, Ill.

3180 January 20, 1910. S. S. "Sicilian Prince," will sail February 5, 1910.

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3181

Tariff of Uranium Steamship Company, European railroad tariff from Rotterdam.

Cancel all Previous Tariffs.

THE URANIUM STEAMSHIP CO.,
(Limited.)

EUROPEAN
RAILROAD TARIFF

3182

From

ROTTERDAM

and

GENERAL INFORMATION

3183

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GENERAL INFORMATION

ALL PREVIOUS ISSUES OF EUROPEAN INLAND TARIFFS OF THE URANIUM STEAMSHIP COMPANY, LIMITED, ARE HEREBY CANCELLED.

The rates to European Inland Points quoted in this tariff are to be applied only in connection with Outward tickets issued from New York. DO NOT USE these rates in connection with Prepaids.

These rates are net, no commission being allowed on them.

3185

FOURTH CLASS RAILROAD accommodation is in use in a part of Germany only. If a place cannot be reached over the entire route in the fourth class, our fourth class rates will be found to include third class rail transportation for that part of the journey where there is no fourth class in existence.

THROUGH BOOKING OF THIRD CLASS OUTWARD PASSENGERS TO RUSSIA, AUSTRIA, HUNGARY, ETC.—To meet the requirements of recent regulations enacted by the German Government, the attention of agents is called to the necessity of booking all outward third class passengers passing through the German Empire
3186 to their destination in Russia, Austria, Hungary, etc., either to one of the following stations: Bajohren, Eydtkuhnen, Illowo, Insterburg, Myslowitz, Oderberg, Oswiecim, Ostrowo, Ottlotschin, Posen, Prostken, Ratibor, Tilsit and Thorn, or to such points, quoted in our European Inland Tariff and NOT SITUATED IN GERMANY, which are nearest to passengers' final destination.

The boat rates quoted in this tariff entitle passengers to transportation by Rhineboat to a point nearest to destination; from there cheapest rail transportation will be provided.

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No tickets at boat rates should be sold between November 1st and March 31st.

CHILDREN. Half rates on European railroads are charged as follows:

In Switzerland, ... children from 3 to 10 years.
In France, ... children from 3 to 7 years.
In Holland, Germany and Austria,
children from 4 to 10 years.
In Belgium, ... children from 3 to 8 years.
Children under 3 or 4 years travel free.
In Russia, children under 5 years travel free. 3188
Quarter rates from 5 to 10 years.

NO FOOD is furnished on European railroads; passengers should provide for this themselves.

BAGGAGE. Passengers will receive as much baggage free as the railroads in the different European countries allow. On most of the European railroads, 25 kilos, or 55 pounds per adult on third class tickets are allowed free. On fourth class tickets, only hand baggage is carried free, but passengers will find that a good deal of baggage can be taken as hand baggage in the fourth class carriages. Overweight is always at passenger's expense. On the steamers of the Uranium 3189
Line 15 cubic feet or 200 pounds is allowed. The Company assumes no responsibility for hand baggage property or personal effects of any kind which remain in the possession or care of the passengers during the voyage.

Claims as regards damage or loss of baggage must be made to the company's representatives.

BICYCLES AND SEWING MACHINES must be crated or boxed, and are subject to a charge of $2.00 each.

All baggage should be properly checked and should bear in legible manner the passenger's name, port of

3190 *Petitioner's Exhibit 169*

destination, name of the steamer, date of sailing, for which purpose labels and baggage tags are furnished.

Baggage can be sent to our piers, so marked, several days in advance of sailing, but must be claimed by passengers prior to boarding the steamer on the day of sailing.

All matters with reference to baggage must be arranged with the baggagemaster before going on board.

3191 GENERAL RULES AND REMARKS IN BOOKING STEERAGE AND CABIN PASENGERS.

PREPAID TICKETS are good for one year from date of issue. Complete address of passengers must be given in advices, so as to enable our Home Office to instruct the passengers regarding departure of steamers, etc. Purchasers should be impressed with the importance of requesting their relatives or friends not to leave their homes until the Company has communicated with them. Considerable inconvenience and trouble has been caused by arrival of passengers, either in advance or after departure of steamers, without
3192 sufficient funds for their sustenance, and simply because they did not wait for or comply with instructions.

HEAD TAX. In addition to the Prepaid Ticket Rates, the Agents will collect the United States Head-tax of $4.00 on each adult, child or infant, endorsing the amount collected across the face of the tickets as well as the advices. Prepaids booked to the port of Halifax for Canada are not subject to a head-tax.

ROUND TRIP TICKETS. Use one Outward and one Prepaid blank for a round trip.

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3193

CHILDREN. Tickets for children under 16 years of age will not be accepted unless at the same time the passage of an accompanying adult is provided for. Also please note that when booking children under age (16 years) from Europe going to their parents living in United States outside of New York City it will be necessary for the parents to send with the tickets a sworn affidavit in which it is explicitly and clearly stated that the child or children are going to their parents and state the reason why said child is coming to the United States.

In case a child is going to one of its parents, the other one being in Europe, it will be necessary that the child be in possession of an affidavit from the parent living here stating parentship, guarantee of support and necessary school education; but besides such affidavit the child must also have a statement from the parent in Europe that it is with his or her sanction that the child travels.

3194

If one parent is dead such fact must be stated in the affidavit furnished by the parent living here.

Children under 16 years of age going to relatives are classified under the excluded class, and will not be allowed to land here unless in exceptional cases, at the discretion of the immigration authorities.

THROUGH BOOKING. Prepaid passengers must be booked through to destination.

3195

PRIVILEGE TO LAND, is denied idiots, insane persons, paupers or persons likely to become public charges, persons suffering from a loathsome or dangerous contagious disease, persons who have been convicted of a felony or other infamous crime or misdemeanor involving moral turpitude, and polygamists. It is unlawful for any person to prepay the transportation or in any way assist or encourage the importation or emigration of any aliens into the United States under

3196 *Petitioner's Exhibit 169*

contract to perform labor or service of any kind in the United States. A promise to give or secure work is considered an implied contract to perform labor and passengers have time and again been refused landing in the United States and returned to Europe by the United States Government inspectors upon stating during the examination that they had been advised by friends here that work had been obtained for them. Under the American laws, persons of sixty years of age or over may be prevented from landing; also women with young children, unless they are accom-
3197 panied by their husband, brother or some other person of the male sex, cripples, lunatics, persons who are blind, or deaf and dumb, unmarried women in pregnant condition, or mothers with illegitimate children; also persons suffering with favus (scalp disease), trachoma or granulosis (eye disease).

Under the United States Immigration Act of March 3rd, 1903, a Steamship Line bringing to this country aliens afflicted with any of the above mentioned diseases, is subject to a fine of $100.00 in each case; and although we have for many years called special attention in our circulars to our regulations regarding the booking of Prepaid Passengers, stating just what
3198 classes of cases are prevented from landing here, we have lately experienced considerable trouble with the holders of prepaid certificates, who were found at the medical examination to be afflicted with one or another of the diseases referred to above. Passengers thus suffering are readily detected, as they have to pass three medical examinations before they are allowed to embark, and in most cases they are returned to their homes at the expense of the prepaid certificates, thus causing them and the purchasers of prepaids unnecessary hardships, loss of time and money. When issuing a prepaid certificate, you must caution the purchaser to instruct

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the passengers not to leave home under any circumstances, unless his eyes and scalp are absolutely healthy and clean.

This subject being of great importance, we request careful attention and co-operation.

The United States Immigration Laws do not specially prescribe that immigrants must have cash money upon arrival in this county, but it will facilitate landing of immigrants and in many cases prevent their detention if they are in possession of some funds.

A further cause of detention is failure to state on the manifest the immigrant's "final destination." The law is not satisfied with the address of a so-called "banker" of the class engaged chiefly in the immigrant business. Such addresses are calculated to conceal the true destination. They are often used as a cover for violation of the Contract Labor Laws. Immigrants provided with them are always in danger of being detained and deported.

3200

Outward tickets must in all cases state distinctly the steamer, date of sailing and the correct rate of passage for such steamer in the body of the ticket, as agents are held responsible for any mistakes they make. In case of uncertainty as to rates or sailings, agents should obtain instructions from us, by wire if necessary, before issuing tickets. Agents will understand the importance of issuing Outward Tickets correctly, for tickets incorrectly issued, will not only cause trouble and expense to themselves, but will also put their passengers to much inconvenience. Agents should not fail to attach to each outward ticket the certificate required by the United States Law as no tickets will be accepted or passengers allowed to embark unless the information required by the Department of Commerce and Labor has been properly recorded on the coupons.

3201

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BAGGAGE ALLOWANCE. 15 cubic feet are allowed each adult passenger on the steamer. American Railroads allow 150 pounds and European Railroad, third class, allow in most cases 50 pounds free for each full fare, in fourth class only hand baggage is free.

SPOILED TICKETS. Do not cancel or destroy any ticket. When spoiled or unfit for use, return it to us.

ADVICES must be covered by remittances and sent to our offices on day of sale. Promptness in advising is necessary in order to insure proper accommodations
3203 to passengers.

Agents will please inform their passengers coming from the interior that they should be sure to have their baggage distinctly marked with their name in full, name of steamer and destination, and checked by the Baggagemaster of the train on which they arrive at New York to the Pier of the Uranium Steamship Company, Limited.

SPECIAL ATTENTION IS CALLED TO THE FOLLOWING REGULATIONS OF THE
3204 CANADIAN GOVERNMENT FOR EMIGRANTS DESIRING TO GO TO CANADA.

If an immigrant, male or female, other than a member of a family provided for under the next following regulation, intending to enter Canada, arrives at the border or at any place of landing in Canada between the first day of March and the thirtieth day of October, both days inclusive, he or she shall, as a condition of permission to enter Canada, have in his or her possession at the time of arrival, money belonging absolutely to such immigrant to the amount of at

3205

least $25.00, a ticket or transport for such immigrant to his or her destination in Canada.

If an immigrant so intending to enter Canada is the head of a family and is accompanied by his or her family or any member or members thereof the foregoing regulations shall not apply to such family or the members thereof but the said immigrant head of family shall have, in his or her possession, in addition to the said sum of money and means of transport hereinbefore required, a further sum of money, belonging absolutely to such immigrant, equivalent to $25.00 for each member of the said family of the age of eighteen years or upwards, and $12.50 for each member of the said family of the age of five years or upwards and under the age of eighteen years, and in addition tickets or a sum of money equivalent to the cost of transport for all the said members of the family to their place of destination in Canada.

3206

Every such immigrant arriving at the border or at any place of landing in Canada between the first day of November and the last day of February, both inclusive, shall be subject to the foregoing regulations, with the substitution of $50.00 for $25.00, and $25.00 for $12.50, wherever the said sums of $25.00 and $12.50 are mentioned in the said regulations.

It shall be the duty of the immigration agents at the various places or ports of arrival or landing in Canada to see that the foregoing regulations are complied with. Provided, however, that the immigration agent may, notwithstanding anything hereinbefore contained, exempt any immigrant from the operation of the foregoing regulations if it is shown to his satisfaction that,

3207

a) The immigrant, if a male, is going to assured employment at farm work, and has the means of reaching the place of such employment; or

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b) that the immigrant, if a female, is going to assured employment at domestic service, and has the means of reaching the place of such employment; or

c) that the immigrant, whether male or female, is one of the following descriptions, and is going to reside with a relative of one of the following descriptions, who is able and willing to support such immigrant and has the means of reaching the place of residence of such relative:

I. Wife going to husband.
II. Child going to parent.
3209 III. Brother or sister going to brother.
IV. Minor going to married or independent sister.
V. Parent going to son or daughter.

RAILWAY FARES

From Rotterdam to European Inland Points.

3210

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Aachen	Rhein-Provinz	$ 2.75	$....	$....
Agram	Kroatien (Croatia)	9.40	8.50	....
Akkrum	Holland	1.10	....	....
Alexandrowo	Russland (Russia)	....	5.40	....
Allenstein	Ost-Preussen	....	6.10	....
Alzey	Hessen-Darmstadt	2.90	2.15	1.85
Amanweiler	Elsass (Alsace)	2.20	1.95	....
Amsterdam	Holland	0.40	....	....
Ansbach	Bayern (Bavaria)	4.25	3.35	3.05
Antwerp	Belgium	....	0.50	....
Appingedam	Holland	1.40	....	....

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Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Arad	Ungarn (Hungary)	$10.85	$9.90	$....	
Arnhem	Holland	0.55	....	....	
Aschaffenburg	Bayern (Bavaria)	3.40	2.50	2.20	
Ausburg	Bayern (Bavaria)	5.25	4.05	3.60	
Bacharach	Rhein-Provinz	2.55	1.95	1.75	
Backnang	Württemberg	4.15	3.25	2.70	
Bajohren (b. Memel)	Ost-Preussen	....	7.45	....	
Bamberg	Bayern (Bavaria)	4.30	3.40	3.05	3212
Baranoviczi	Russland (Russia)	....	9.30	....	
Barcs	Ungarn (Hungary)	10.85	9.90	....	
Barmen	Rhein-Provinz	1.50	1.25	....	
Basel (Bale)	Schweiz (Switzerland)	4.20	3.35	3.30	
Bayreuth	Bayern (Bavaria)	4.75	3.85	....	
Belgrad	Serbien	11.15	10.25	....	
Belovar	Kroatien (Croatia)	10.10	9.20	....	
Belzec	Galizien (Galicia)	11.25	8.70	....	
Beraun	Böhmen (Bohemia)	6.75	5.25	....	
Berditczew	Russland (Russia)	....	10.00	....	
Berlin	Brandenburg	4.50	3.45	....	
Bern	Schweiz (Switzerland)	5.30	4.40	4.35	
Biala	Oesterr. Schlesien	8.95	6.20	....	3213
Bialistok	Russland (Russia)	....	7.50	....	
Bienne (Biel)	Schweiz (Switzerland)	5.15	4.15	....	
Bingen a. Rh.	Hessen	2.65	2.00	1.70	
Bingerbrück	Rhein-Provinz	2.65	2.00	1.70	
Bobruisk	Russland (Russia)	....	9.65	....	
Bochum	Westfalen	1.45	1.25	....	
Bodenbach	Böhmen (Bohemia)	5.90	4.35	....	
Bonn a. Rh.	Rhein-Provinz	1.75	1.45	1.25	
Braila	Rumänien (Roumania)	13.15	12.25	....	
Brassó	See Kronstadt	....	....	....	

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Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Bremen	Bremen	$3.00	$2.15	$....
Brest-Litowsk	Russland (Russia)	....	8.00	....
Breslau	Schlesien (Silesia)	7.00	5.00	....
Brody	Galizien (Galicia)	12.25	9.40	....
Bromberg	Posen	7.05	5.05	....
Bruch a. Mur.	Steiermark (Styria)	....	8.00	....
Brünn	Mähren (Moravia)	8.65	7.10	....
Bucarest	Rumänien (Roumania)	12.60	11.70	....
3215 Budapest	Ungarn (Hungary)	9.20	8.30	....
Budweis	Böhmen (Bohemia)	6.75	5.90	....
Cannstadt	Württemburg	4.15	3.20	2.75
Caslau	Böhmen (Bohemia)	7.15	5.60	....
Cassel	Hessen-Nassau	3.10	2.30	....
Charkow	Russland (Russia)	....	11.15	....
Chemnitz	Sachsen (Saxony)	5.15	3.85	....
Cherson	Russland (Russia)	....	11.35	....
Chiasso	Schweiz (Switzerland)	8.00	6.95	....
Chrudim	Böhmen (Bohemia)	....	5.85	....
Chur	Schweiz (Switzerland)	6.30	5.40	....
Coblenz	Rhein-Provinz	2.20	1.70	1.50
3216 Colmar	Elsass (Alsace)	3.65	2.95	....
Cologne (Cöln a. Rhein)	Rhein-Provinz	1.50	1.25	1.10
Crefeld	Rhein-Provinz	1.10	1.00	....
Csacza	Ungarn (Hungary)	....	6.20	....
Czenstochow	Russland (Russia)	....	7.85	....
Czernowitz	Bukowina (Austria)	13.00	10.35	....
Czortkow	Galizien (Galicia)	13.10	10.55	....
Danzig	Westpreussen	7.95	5.70	....
Darmstadt	Hessen	3.15	2.30	1.95

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Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Debreczin	Ungarn (Hungary)	10.65	9.60	....	
Délémont	Schweiz (Switzerland)	4.60	3.60	....	
Delfzijl	Holland	1.40	....	....	
Detmold	Lippe	2.65	1.85	....	
Dobricza	Ungarn (Hungary)	11.05	9.95	....	
Dortmund	Preussen (Prussia)	....	1.15	....	
Dresden	Sachsen (Saxony)	5.45	4.05	....	
Drohobycz	Galizien (Galicia)	11.55	9.00	....	
Dronrijp	Holland	1.20	....	....	3218
Duisburg	Rhein-Provinz	1.25	1.10	....	
Düsseldorf	Rhein-Provinz	1.30	1.15	....	
Dwinsk	Russland (Russia)	....	9.25	....	
Eger	Böhmen (Bohemia)	5.00	4.15	....	
Ekaterinoslaw	Russland (Russia)	....	11.25	....	
Elberfeld	Rhein-Provinz	1.55	1.30	....	
Elizawetgrad	Russland (Russia)	....	10.85	....	
Emmerich	Preussen (Prussia)	0.95	0.75	....	
Eperjes	Ungarn (Hungary)	10.30	7.75	....	
Erfurt	Sachsen (Saxony)	4.35	3.10	....	
Esseg	Slavonian	13.45	10.00	....	
Essen	Rhein-Provinz	1.35	1.15	....	
Eydtkuhnen	Ost-Preussen	....	7.05	....	3219
Fastow	Russland (Russia)	....	9.95	....	
Fiume	Kroatien (Croatia)	9.40	8.50	....	
Franeker	Holland	1.25	....	....	
Frankfurt a. Main	Hessen-Nassau	3.15	2.35	2.00	
Frankfurt a. Oder	Brandenburg	5.10	3.85	....	
Frieburg	Baden	3.70	3.10	3.00	
Fulda	Hessen-Nassau	3.55	2.60	2.40	
Fünfkirchen (Pécs)	Ungarn (Hungary)	9.95	9.00	....	
Fürth	Bayern (Bavaria)	4.30	3.40	3.05	

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	Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
	Galatz	Rumänien (Roumania)	13.25	12.35	....
	Galszecs	Ungarn (Hungary)	11.65	7.95	....
	Gelsenkirchen	Westfalen	1.35	1.15	....
	Genève (Genf)	Schweiz (Switzerland)	6.60	5.75	5.65
	Ghent	Belgium	....	0.80	....
	Giessen	Hessen-Darmstadt	2.75	2.10	1.90
	Gollub	West-Preussen	....	5.30	....
3221	Gomel	Russland (Russia)	....	9.75	....
	Gottschee	Krain (Carniola)	....	7.25	....
	Grajevo	Russland (Russia)	....	7.00	....
	Granitza	Russland (Russia)	....	6.00	....
	Graz	Steiermark (Styria)	8.45	7.55	....
	Grodno	Russland (Russia)	....	7.95	....
	Groningen	Holland	1.20	....	....
	Grosswardein (Nagy Várad)	Ungarn (Hungary)	10.85	9.90	....
	Grijpskerk	Holland	1.30	....	....
	Grzymalow	Galizien (Galicia)	12.60	10.05	....
	Gumbinnen	Ost-Preussen	....	6.70	....
	Györ (Raab)	Ungarn (Hungary)	8.25	7.35	....
3222					
	Hall	Württemberg	4.25	3.15	2.75
	Hamburg	Hamburg	4.00	2.75	....
	Hamm	Westfalen	1.80	1.45	....
	Hannover	Hannover	2.60	2.20	....
	Harlingen	Holland	1.30	....	....
	's Heer Arendskerke	Holland	0.60	....	....
	Heerenveen	Holland	1.05	....	....
	Heidelberg	Baden	3.50	2.60	2.15
	Heilbronn	Württemburg	3.85	3.15	2.50
	Hermannstadt (Nagy Szeben)	Ungarn (Hungary)	11.85	10.90	....

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Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
's Hertogenbosch	Holland	0.40	....	....	
Hof	Bayern (Bavaria)	4.80	3.90	....	
Hohensalza	Posen	....	5.20	....	
Hoogeveen	Holland	0.95	....	....	
Hoogezand	Holland	1.30	....	....	
Husiatyn	Galizien (Galicia)	13.10	10.60	....	
Ierseke	Holland	0.50	....	....	
Iglau	Mähren (Moravia)	7.75	6.15	....	3224
Illowo	Ost-Preussen	....	6.00	....	
Ingolstadt	Bayern (Bavaria)	4.80	3.90	3.55	
Innsbruck	Tyrol (Austria)	6.25	5.35	....	
Inowrazlaw	Posen (See Hohensalza)	....	....	....	
Insterburg	Ost-Preussen	....	6.75	....	
Itzkany	Bukowina (Austria)	....	10.70	....	
Iwaniepuste	Galizien (Galicia)	13.60	11.05	....	
Jablonowo	West-Preussen	7.90	5.60	....	
Jaroslau	Galizien (Galicia)	10.45	7.90	....	
Jaslo	Galizien (Galicia)	10.30	7.80	....	
Jassy	Rumänien (Roumania)	14.70	12.05	....	
Johannisburg	Ost-Preussen	....	6.30	....	3225
Kaiserslautern	Bayern (Bavaria)	2.85	2.40	2.25	
Karlsbad	Böhmen (Bohemia)	5.35	4.45	....	
Karlsruhe	Baden	3.75	2.85	2.35	
Karlstadt (Karolyváros)	Kroatien (Croatia)	10.65	9.70	....	
Karolyváros	(See Karlstadt)	....	....	....	
Kassa (Kaschau)	Ungarn (Hungary)	10.30	7.75	....	
Kazatin	Russland (Russia)	....	9.65	....	
Kieff	Russland (Russia)	....	9.85	....	

3226 *Petitioner's Exhibit 169*

	Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
	Kiel	Preussen (Prussia)	4.70	3.30	....
	Kielzi	Russland (Russia)	....	8.00	....
	Kischineff	Russland (Russia)	....	11.05	....
	Klagenfurt	Kärnten (Carinthia)	....	9.05	....
	Klausenburg (Kolozsvár)	Siebenbürgen (Hungary)	11.05	10.10	....
	Klattau	Böhmen (Bohemia)	....	6.20	....
	Köln	(See Cologne)	....	....	....
3227	Kolin	Böhmen (Bohemia)	7.05	5.50	....
	Kolomea	Galizien (Galicia)	12.60	10.10	....
	Kolozsvár	(See Klausenburg)	....	....	....
	Königsberg	Ost-Preussen	8.90	6.25	....
	Konitz	West-Preussen	6.90	5.00	....
	Konstanz	Baden	4.30	3.65	....
	Körös	Ungarn (Hungary)	9.95	9.00	....
	Kowno	Russland (Russia)	....	7.65	....
	Krabbendijke	Holland	0.45	....	....
	Krakau	Galizien (Galicia)	9.00	6.45	....
	Kremenczug	Russland (Russia)	....	10.75	....
	Kreuznach	Rhein-Provinz	2.75	2.05	1.75
	Kronstadt (Brassó)	Siebenbürgen (Hungary)	11.25	10.30	....
3228	Kursk	Russland (Russia)	....	10.95	....
	Laibach	Krain (Austria)	8.25	7.35	....
	Landau i. Pfalz	Bayern (Bavaria)	3.45	2.55	2.30
	Lausanne	Schweiz (Switzerland)	6.15	5.25	5.20
	Leeuwarden	Holland	1.05	....	....
	Leipsig (Leipsic)	Königreich Sachsen (Saxony)	4.55	3.45	....
	Lemberg	Galizien (Galicia)	11.45	8.90	....
	Libau	Russland (Russia)	....	8.85	....
	Lichtenfels	Bayern (Bavaria)	4.30	3.40	3.10

Petitioner's Exhibit 169

3229

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Lindau	Bayern (Bavaria)	5.95	4.40	3.95	
Linz	Oesterreich (Austria)	....	6.10	....	
Lippstadt	Westfalen	2.15	1.80	....	
Lissa	Böhmen (Bohemia)	7.65	5.25	....	
Liublin	Russland (Russia)	....	7.70	....	
Ljubljana	(See Laibach)	....	....	....	
Lodz	Russland (Russia)	....	7.35	....	
Loebau	West-Preussen	....	5.75	....	
London	England	....	2.70	....	3230
Loppersum	Holland	1.35	....	....	
Lübeck	Lübeck	....	3.05	....	
Ludwigshafen	Bayern (Bavaria)	3.30	2.45	2.05	
Luxemburg	Luxemburg	1.55	....	....	
Luzern	Schweiz (Switzerland)	5.15	4.30	4.25	
Lyck	Ost-Preussen	9.75	6.70	....	
Maastricht	Holland	1.15	....	....	
Magdeburg	Preussen (Prussia)	4.20	2.80	....	
Mainz (Mayence)	Hessen-Darmstadt	2.85	2.15	1.80	
Mannheim	Baden	3.35	2.45	2.05	
Marburg a. D.	Steiermark (Styria)	10.45	8.95	....	
Maria Theresiopel (Szabadka)	Ungarn (Hungary)	10.35	9.40	....	3231
Memel	Ost-Preussen	....	7.50	....	
Metz	Lothringen (Lorraine)	2.05	1.85	....	
Middleburg	Holland	0.65	....	....	
Mielec	Galizien (Galicia)	10.05	7.50	....	
Minden	Westfalen	2.10	1.80	....	
Minsk	Russland (Russia)	....	9.10	....	
Miskolcz	Ungarn (Hungary)	10.45	8.20	....	
Mitrovicza	Ungarn (Hungary)	11.05	10.10	....	
Mlava	Russland (Russia)	....	8.15	....	

3232 *Petitioner's Exhibit 169*

	Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
	Mogilno	Posen	....	5.10	....
	Mohács	Ungarn (Hungary)	11.05	10.10	....
	Moskau	Russland (Russia)	....	11.00	....
	Mühlhausen	Elsass (Alsace)	4.00	3.10	....
	Mühlheim	Hessen-Darmstadt	3.20	2.35	2.05
	München (Munich)	Bayern (Bavaria)	5.15	4.25	3.95
	Munkács	Ungarn (Hungary)	11.05	8.20	....
	Münster	Elsass (Alsace)	3.80	3.05	3.10
3233	Myslowitz	Schlesien (Silesia)	8.50	5.85	....
	Nagy Kanizsa	Ungarn (Hungary)	9.40	8.50	....
	Nagymárton	Ungarn (Hungary)	8.05	7.10	....
	Nagy Szeben	(See Hermannstadt)	....	....	....
	Nagy Szombat (Tyrnau)	Ungarn (Hungary)	8.25	7.30	....
	Nagy Várad	(See Grosswardien)	....	....	....
	Neusatz	(See Ujvidék)	....	....	....
	Neustadt a. d. H.	Bayern (Bavaria)	3.35	2.45	2.15
	Nieuweschans	Holland	1.45	....	....
	Nikolaieff	Russland (Russia)	....	11.25	....
	Nowosielitza	Bukowina (Austria)	....	10.50	....
3234	Nürnberg	Bayern (Bavaria)	4.35	3.45	3.10
	Nijmegen	Holland	0.60	....	....
	Oderberg	Oesterr. Schlesein	8.35	5.85	....
	Odessa	Russland (Russia)	15.60	13.00	....
	Oedenburg (Sopran)	Ungarn (Hungary)	8.10	7.20	....
	Offenburg	Baden	3.45	2.75	2.75
	Olmütz	Mähren (Moravia)	8.65	7.10	....
	Orsova	Ungarn (Hungary)	11.25	10.30	....
	Osnabrück	Hannover	1.60	1.50	....
	Ostrowo	Posen	....	5.25	....
	Oswiecim	Galizien (Galicia)	8.65	5.95	....
	Ottlotschin	West-Preussen	....	5.35	....

Petitioner's Exhibit 160

3235

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Panczova	Ungarn (Hungary)	....	9.15	....	
Pardubitz	Böhmen (Bohemia)	8.30	6.25	....	
Paris	Frankreich (France)	....	3.70	....	
Passau	Bayern (Bavaria)	5.40	4.70	4.15	
Pécs	(See Fünfkirchen)	....	....	....	
Pest	(See Budapest)	....	....	....	
Pétervárad	(See Peterwardein)	....	....	....	
Peterwardein (Pétervárad)	Kroatien (Croatia)	10.85	9.90	....	3236
Pforzheim	Baden	3.65	3.00	2.50	
Pilsen	Böhmen (Bohemia)	5.80	4.90	....	
Pinsk	Russland (Russia)	....	10.10	....	
Pirmasens	Bayern (Bavaria)	2.90	2.40	....	
Pisek	Böhmen (Bohemia)	6.25	5.35	....	
Podwoloczyska	Galizien (Galicia)	12.60	10.00	....	
Poltava	Russland (Russia)	....	10.75	....	
Posen	Posen	....	4.70	....	
Pozsony (Pressburg)	Ungarn (Hungary)	7.90	7.00	....	
Prag	Böhmen (Bohemia)	6.80	5.30	....	
Prerau	Mähren (Moravia)	9.05	6.55	....	
Pressburg	(See Poszony)	....	....	....	
Prostken	Ost-Preussen	....	6.90	....	
Przemysl	Galizien (Galicia)	10.75	8.20	....	3237
Raab	(See Györ)	....	....	....	
Radom	Russland (Russia)	....	7.55	....	
Ratibor	Schlesien (Silesia)	8.10	5.70	....	
Regensburg	Bayern (Bavaria)	4.80	3.90	3.60	
Reichenberg	Böhmen (Bohemia)	....	6.05	....	
Riga	Russland (Russia)	....	8.15	....	
Roermond	Holland	0.95	....	....	
Rogasen	Posen	6.55	4.75	....	
Roodeschool	Holland	1.40	....	....	

3238 *Petitioner's Exhibit 169*

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Rostov a. D.	Russland (Russia)	....	12.15	....
Rovno	Russland (Russia)	....	8.85	....
Rzeszów	Galizien (Galicia)	10.10	7.55	....
Sarrbrücken	Rhein-Provinz	2.40	2.10	....
Saargemünd	Elsass (Alsace)	2.50	2.20	....
Salzbergen	Preussen (Prussia)	1.50	1.15	....
Sanok	Galizien (Galicia)	10.80	8.25	....
3239 Saratow	Russland (Russia)	....	12.45	....
Satoralja Ujhely	Ungarn (Hungary)	10.60	8.05	....
Saybusch	Galizien (Galicia)	9.00	6.30	....
Schaffhausen	Schweiz (Switzerland)	4.25	3.60	3.45
Scheemda	Holland	1.35	....	....
Schneidemühl	Posen	6.35	4.65	....
Schotten	Hessen-Darmstadt	3.10	2.30	2.15
Schweinfurt	Bayern (Bavaria)	3.90	3.00	2.70
Sedletz-Kuttenberg	Böhmen (Bohemia)	7.10	5.55	....
Semlin	Ungarn (Hungary)	....	10.20	....
Sereth	Bukowina (Austria)	13.35	10.80	....
Sevastopol	Russland (Russia)	....	12.45	....
Sillein (Zsolna)	Ungarn (Hungary)	8.90	6.35	....
3240 Simferopol	Russland (Russia)	....	12.45	....
Simpelfeld	Holland	....	0.95	....
Skala	Galizien (Galicia)	13.35	10.85	....
Smolensk	Russland (Russia)	....	10.00	....
Sneek	Holland	0.95	....	....
Sokal	Galizien (Galicia)	11.60	9.05	....
Solingen	Rhein-Provinz	1.55	1.30	....
Sosnowitze	Russland (Russia)	....	8.20	....
Sopron	(See Oedenburg)	....	....	....
Speyer	Bayern (Bavaria)	3.55	2.60	2.15
St. Gallen	Schweiz (Switzerland)	4.85	4.15	4.05
St. Petersburg	Russland (Russia)	....	10.75	....

Petitioner's Exhibit 169

3241

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Stallupoenen	Germany	....	6.70	....
Stanislau	Galizien (Galicia)	12.40	9.85	....
Stedum	Holland	1.35	....	....
Steinamanger	(See Szombathely)	....	....	....
Stettin	Preussen (Prussia)	....	3.20	....
Strassburg i. E.	Elsass (Alsace)	3.15	2.60	....
Strassburg i. W. Pr.	West-Preussen	....	5.70	....
Stryj	Galizien (Galicia)	11.65	9.10	....
Stuhlweissenburg (Székesfehérvár)	Ungarn (Hungary)	9.20	8.30	....
Stuttgart	Württemburg	4.25	3.15	2.75
Suczawa	Bukowina (Austria)	13.45	10.75	....
Suwalki	Russland (Russia)	....	9.50	....
Szabadka	(See Maria Theresiopel)	....	....	....
Szeged	Ungarn (Hungary)	10.45	9.50	....
Székesfehérvár	(See Stuhlweissenburg)	....	....	....
Szekszárd	Ungarn (Hungary)	10.25	9.30	....
Szombathely (Steinamanger)	Ungarn (Hungary)	8.65	7.75	....
Szt. Gotthard	Ungarn (Hungary)	8.95	8.05	....
Tabor	Böhmen (Bohemia)	7.60	6.05	....
Taganrog	Russland (Russia)	....	12.05	....
Tarnopol	Galizien (Galicia)	12.30	9.70	....
Tarnow	Galizien (Galicia)	9.55	7.00	....
Taus	Böhmen (Bohemia)	5.30	4.35	4.05
Temeszvar	Ungarn (Hungary)	10.85	9.90	....
Teplitz	Böhmen (Bohemia)	6.20	4.65	....
Tetschen	Böhmen (Bohemia)	5.90	4.35	....
Thorn	West-Preussen	....	5.30	....
Thun	Schweiz (Switzerland)	5.45	4.55	4.50
Tilsit	Ost-Preussen	....	6.90	....
Trient	Tyrol (Austria)	7.80	6.90	....

3242

3243

3244 *Petitioner's Exhibit 169*

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat
Trier	Rhein-Provinz	1.90	1.80	....
Triest	Austria	8.95	8.00	....
Tübingen	Württemburg	4.40	3.50	3.05
Turnau	Böhmen (Bohemia)	6.60	5.05	....
Tzernigov	Russland (Russia)	....	10.45	....
Uerdingen	Rhein-Provinz	1.15	1.05	....
Uithuizen	Holland	1.40	....	....
3245 Uithuizermeden	Holland	1.40	....	....
Ujvidék (Neusatz)	Ungarn (Hungary)	10.85	9.90	....
Ulm	Württemburg	4.95	3.70	3.25
Ungheny	Russland (Russia)	....	10.25	....
Ungvár	Ungarn (Hungary)	11.05	8.20	....
Usquert	Holland	1.35	....	....
Venlo	Holland	0.80	....	....
Veszprém	Ungarn (Hungary)	8.85	7.95	....
Vienna (See Wien)	Oesterreich (Austria)	....	....	....
Villach	Kärnthen (Austria)	7.45	6.55	....
Villingen	Baden	3.85	3.20	3.15
Vinkovcze	Kroatien (Croatia)	11.05	10.10	....
3246 Vitebsk	Russland (Russia)	....	10.45	....
Vlissingen	Holland	0.70	....	....
Vukovár	Kroatien (Croatia)	11.05	10.10	....
Warffum	Holland	1.35	....	....
Warschau	Russland (Russia)	....	6.90	....
Weiden	Bayern (Bavaria)	5.05	4.10	....
Wesel	Rhein-Provinz	1.05	0.95	....
Wien (Vienna)	Oesterreich (Austria)	7.45	7.00	....
Wiesbaden	Hessen-Naussau	2.90	2.15	1.85
Wilna	Russland (Russia)	....	8.35	....
Wirballen	Russland (Russia)	....	7.20	....
Witten	Westfalen	1.75	1.40	....

Petitioner's Exhibit 169

3247

Station	Province or State	From Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	
Worms	Hessen-Darmstadt	3.15	2.30	1.95	
Wreschen	Posen	....	4.90	....	
Würzburg	Bayern (Bavaria)	3.85	2.95	2.60	
Zabern	Elsass (Alsace)	2.90	2.40	....	
Zdolbunovo	Russland (Russia)	....	11.25	....	
Zimony	Kroatien (Croatia)	11.05	10.10	....	
Zitomir	Russland (Russia)	....	10.50	....	
Znaim	Mähren (Moravia)	8.45	6.90	....	3248
Zombor	Ungarn (Hungary)	10.85	9.90	....	
Zsolna	(See Sillien)	....	....	....	
Zuidhorn	Holland	1.30	....	....	
Zürich	Schweiz (Switzerland)	4.25	3.60	....	
Zweibrücken	Bayern (Bavaria)	2.65	2.25	....	
Zwolle	Holland	0.75	....	....	

3249

3250 **Petitioner's Exhibit 170.**

THE NORTHWEST TRANSPORT LINE.
No. 57.

Direct Passenger Service between New York and Rotterdam

To our Agents:

We wish to call your attention to the sailing of our steamer

"SICILIAN PRINCE"
Saturday, February 5th, 1910, at noon

3251

From Pier No. 30, Brooklyn,

Take Atlantic Ferry from New York

Rate to Rotterdam, $23.00 Commission $3.00

Yours truly,
NORTH WEST TRANSPORT LINE
VESELY & Co. Gen'l Pass. Agents
17-19 Broadway, New York

General Western Agents:
J. V. ZINNER & Co.
71 E. Washington St., Chicago, Ill.

3252 S. S. "Volturno," will sail Feb. 12th, 1910.

January 28, 1910.

Petitioner's Exhibit 171.

3253

THE NORTH WEST TRANSPORT LINE.

Fast Twin-Screw Passenger Service between
New York and Rotterdam
No. 66.

To our Agents:

Please note that the twin-screw steamer

"VOLTURNO"

will sail for Rotterdam on Saturday, April 2, 1910.
At 2 P. M.

3254

From Pier B, Erie Basin.
Take Hamilton Ferry, foot of Whitehall St.
New York and Van Brunt St. Car.

RATES OF PASSAGE:

Sterage	$28.	Commission	$3.
Cabin	$45.	Commission	$4.

Yours truly,
THE NORTH WEST TRANSPORT LINE
VESELY & Co. Gen'l Pass. Agents,
17-19 Broadway, New York.

J. V. ZINNER & Co.
71 E. Washington St. Chicago, Ill. 3255
Gen'l Western Pass. Agents.

March 21, 1910.

3256 **Petitioner's Exhibit 172.**

WHITE STAR LINE.

New York-Liverpool Service.

IMPORTANT NOTICE
REDUCTION IN CONTINENTAL
EASTBOUND RATES

To our Agents:

You will please note that for the sailing of

S. S. "LAURENTIC"

3257 from New York Saturday, April 2nd at 12 noon the 3rd Class Outward (Eastbound) Rate to

Hamburg, Bremen, Antwerp and Rotterdam

Has been reduced to
$27.00

FOR THIS STEAMER AND SAILING ONLY.

Rates for all other sailings remain unchanged, as per Rate Sheet No. 9, January 1, 1910.

We trust this reduction will enable you to secure a good number of passengers for this sailing, and shall thank you to ADVISE SALES PROMPTLY.

3258 Yours truly,

WHITE STAR LINE.

March 26th, 1910.

Petitioner's Exhibit 173.

3259

THE NORTH WEST TRANSPORT LINE.

Fast Twin-Screw Passenger Service between
New York and Rotterdam
No. 68.

CHANGE OF SAILING

To our Agents:

Please note that the twin-screw steamer "VOLTURNO" will sail for Rotterdam, Saturday, April 9th, '10, At Noon.

From Pier B, Erie Basin, Take Hamilton Ferry, foot of Whitehall St. New York, and Van Brunt St. Car. 3260

RATES OF PASSAGE:

To Rotterdam	Antwerp,		Commission
Hamburg,	Bremen,	$28.00	$3.00
Cabin $45.00	Commission $4.00		

Passengers booked for old sailing, April 2, will be taken care of at our expense.

Yours truly,
THE NORTH WEST TRANSPORT LINE.
VESELY & Co. Gen'l Pass. Agents.
17-19 Broadway, New York. 3261

J. V. ZINNER & Co.
71 E. Washington St., Chicago, Ill.
Gen'l Western Pass. Agents.

March 30, 1910.

N. B. Please note that the steamer "SICILIAN PRINCE" which left New York, on the 19th inst., reached Rotterdam on the 28th, crossing the ocean in 9 days.

3262 **Petitioner's Exhibit 174.**

WHITE STAR LINE.

New York-Southampton Service.

IMPORTANT NOTICE
REDUCTION IN CONTINENTAL
EASTBOUND RATES.

To our Agents:

You will please note that for the sailing of S. S. "ADRIATIC" from New York, Saturday, April 9th at 10 A. M. the 3rd Class Outward (Eastbound) Rate
3263 to

HAMBURG, BREMEN, ANTWERP AND ROTTERDAM
Has been reduced to
$27.00
FOR THIS STEAMER AND SAILING ONLY.

Rates for all other sailings remain unchanged, as per Rate Sheet No. 9, January 1, 1910.

We trust this reduction will enable you to secure a good number of passengers for this sailing, and shall thank you to ADVISE SALES PROMPTLY.

Yours truly,

WHITE STAR LINE,

3264 April 2nd, 1910.

Petitioner's Exhibit 175.

3265

THE NORTH WEST TRANSPORT LINE

Fast Twin-Screw Passenger Service between
New York and Rotterdam
No. 63.

The steamer "URANIUM" which left Rotterdam with 1100 passengers, arrived Wednesday, but owing to the continuous fog was unable to land the passengers till yesterday.

This steamer will sail for Rotterdam on
Tuesday, March 8th, 1910.

3266

The steamer "CAMPANIA" which left Rotterdam with 1299 passengers, is due to arrive Monday, March 7th. This large twin-screw steamer will sail for Rotterdam

Saturday, March 12th, 1910.

The steamer "SICILIAN PRINCE" sails from Rotterdam with 758 passengers on Tuesday, March 1st, 1910, this being her full passenger capacity.

This steamer will sail for Rotterdam on
Saturday, March 19th, 1910.

Steerage Rate to Rotterdam $28.00 Commission $3.00

3267

THE NORTH WEST TRANSPORT LINE
VESELY & Co. Gen'l Pass. Agents.
17-19 Broadway, New York.

J. V. ZINNER & Co.
71 E. Washington St. Chicago, Ill.
Gen'l Western Pass. Agents
March 4, 1910.

3268 **Petitioner's Exhibit 176.**

English 15,665, Mar. 14, 1910. 9,000

NORTH GERMAN LLOYD S. S. CO.

NEW YORK-BREMEN.

Steamer

DARMSTADT

sails from New York

Saturday, March 19

At 10 A. M.

3269

To Bremen Direct

STEERAGE RATE

$27

3270

Petitioner's Exhibit 177.

3271

THE NORTH WEST TRANSPORT LINE.

REGULAR PASSENGER SERVICE

to and from

ROTTERDAM

New York, November 23, 1909.

We beg to call your attention to the sailing of the

S. S. "URANIUM"

from New York to Rotterdam

Saturday, December 4th, at noon 3272

From Pier 5, Bush Docks, Brooklyn,

39th St. Ferry foot of Whitehall Street.

STEERAGE RATES:

To ROTTERDAM $25

To Hamburg	$28.00	To Antwerp	$26.00
To Bremen	27.00	To Libau	33.00

Commission $3.00

Children, between 1 and 12 years half Fare, Infants $2.00 3273

First Cabin to Rotterdam, $45.00

Commission $4.00

3274 **Petitioner's Exhibit 177-2.**

You may book passengers through at the following rates:

Agram	$8.40	Frankfurt a M	$2.10
Alexandrowo	5.30	Galszecs	7.95
Basel	4.00	Graz	7.45
Belgrad	10.40	Hannover	1.80
Berlin	3.00	Heidelberg	2.60
Bozen	7.65	Herrmannstadt	9.65
Brody	8.10	Illowo	5.65
Budapest	7.55	Innsbruck	6.55
Bukarest	10.35	Inowrazlaw	4.85
3275 Coln	1.10	Insterburg	6.35
Czenowitz	8.75	Jaslo	6.90
Debreczin	9.00	Jassy	10.15
Dresden	3.65	Karlstadt	8.40
Dusseldorf	.95	Kaschau	7.55
Eperjes	7.55	Klausenburg	9.20
Eydtkuhnen	6.65	Konigsberg. in Pr.	5.95
Fiume	8.40	Kowno	7.25
Krakau	5.95	Saratow	12.30
Kronstadt	9.20	Schaffhausen	4.80
Laibach	8.50	Smolensk	9.50
Leipzig	3.05	Strassburg i. E.	3.40
Lemberg	7.65	Stuhlweissenburg	8.05
3276 Miskolcz	7.55	Stuttgart	3.50
Munchen	5.30	Tarnow	6.35
Munkacs	8.55	Tarnopol	8.25
Oderberg	5.60	Temesvar	9.15
Odessa	11.30	Thorn	4.95
Ostrowo	4.90	Tilsit	6.60
Oswieczin	5.70	Triest	9.35
Paris	4.30	Trient	8.00
Podoloczska	8.45	Ungvar	8.35
Posen	4.30	Vienna	6.00

Petitioner's Exhibit 177-3

3277

Prag	4.60	Warschau	6.45
Rogasen	4.55	Wilna	8.00

NORTH WEST TRANSPORT LINE
VESELY & Co. Gen'l Passenger Agents
17-19 Broadway, New York.

J. V. ZINNER & Co.
Gen'l Western Pass. Agents
71 E. Washington St. Chicago, Ill.

Petitioner's Exhibit 177-3.

3278

SAILINGS FROM NEW YORK (Subject to Change)

S. S. "NAPOLITAN PRINCE,"	December 18th, 1909.
S. S. "VOLTURNO,"	December 31st, 1909.
S. S. "URANIUM,"	January 15th, 1910.

These Sailing Dates will be strictly adhered to, and in the event of accident to any of the steamers, other steamers now being fitted will be substituted. It is also contemplated to increase the sailings to a weekly Service in the immediate future, when new steamers under construction, and now being fitted are completed.

3279

We are pleased to inform you that the steamer "URANIUM" has again crossed the ocean in 8 1/2 DAYS on her last trip.

3280 **Petitioner's Exhibit 178.**

RUSSIAN-AMERICAN LINE.

The only direct Line between Russia and America.

Russian Imperial Mail Steamers

Circular No. 49. New York, November 30, 1909.

IMPORTANT NOTICE

Change in Rates
only for
S. S. "LITUANIA"

3281 Sailing from New York on Saturday, Dec. 4, 1909.

Pier 33. Brooklyn (take Hamilton Ferry)

RATES OF PASSAGE.

Steerage		
To Rotterdam	$24	
To Libau	38	Commission $2
Second Cabin B		
To Rotterdam	$41	
To Libau	50	Commission $3
3282 Second Cabin A		
To Rotterdam	$46	
To Libau	55	Commission $3

A. E. JOHNSON & CO., General Passenger Agents.
27 Broadway, New York.

Petitioner's Exhibit 179.

3283

THE NORTH WEST TRANSPORT LINE.

Direct Passenger Service between New York and Rotterdam

We again remind you of the sailing of the S. S. "VULTURNO," Saturday, November 20th, at 10 A. M. From Pier 4, Bush Docks Take 39th Street Ferry from New York (alongside of South Ferry) foot of Whitehall Street.

RATES OF PASSAGE:

To Rotterdam, $25.00

3284

NORTH WEST TRANSPORT LINE
VESELY & Co. Gen'l Pass. Agents.
17-19 Broadway, New York
November 9, 1909.

3285

3286 **Petitoner's Exhibit 180.**

RUSSIAN-AMERICAN LINE.

The only direct Line between Russia and America.

RUSSIAN IMPERIAL MAIL STEAMERS

The S. S. "ESTONIA" will sail from New York November 20th, at 2 P. M. Pier 37 Brooklyn (Hamilton Ferry).

NOTE REDUCTION IN RATES

3287

STEERAGE

To Rotterdam		$24.00
To Libau	(Commission $2.00)	38.00

SECOND CABIN B

To Rotterdam		$41.00
To Libau	(Commission $3.00)	50.00

SECOND CABIN A

To Rotterdam		$46.00
To Libau	(Commission $3.00)	55.00

A. E. JOHNSON & CO.,
General Passenger Agents,
3288 27 Broadway, New York.

Circular No. 46

New York, November 17, 1909.

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES.

October Term, 1915.

No. 382.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed December 2, 1915.

File No. 24,888.

Term No. 383.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed December 2, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF NEW YORK.

VOLUME I.

PRINTED BY THE

[illegible]

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioner-Appellant,

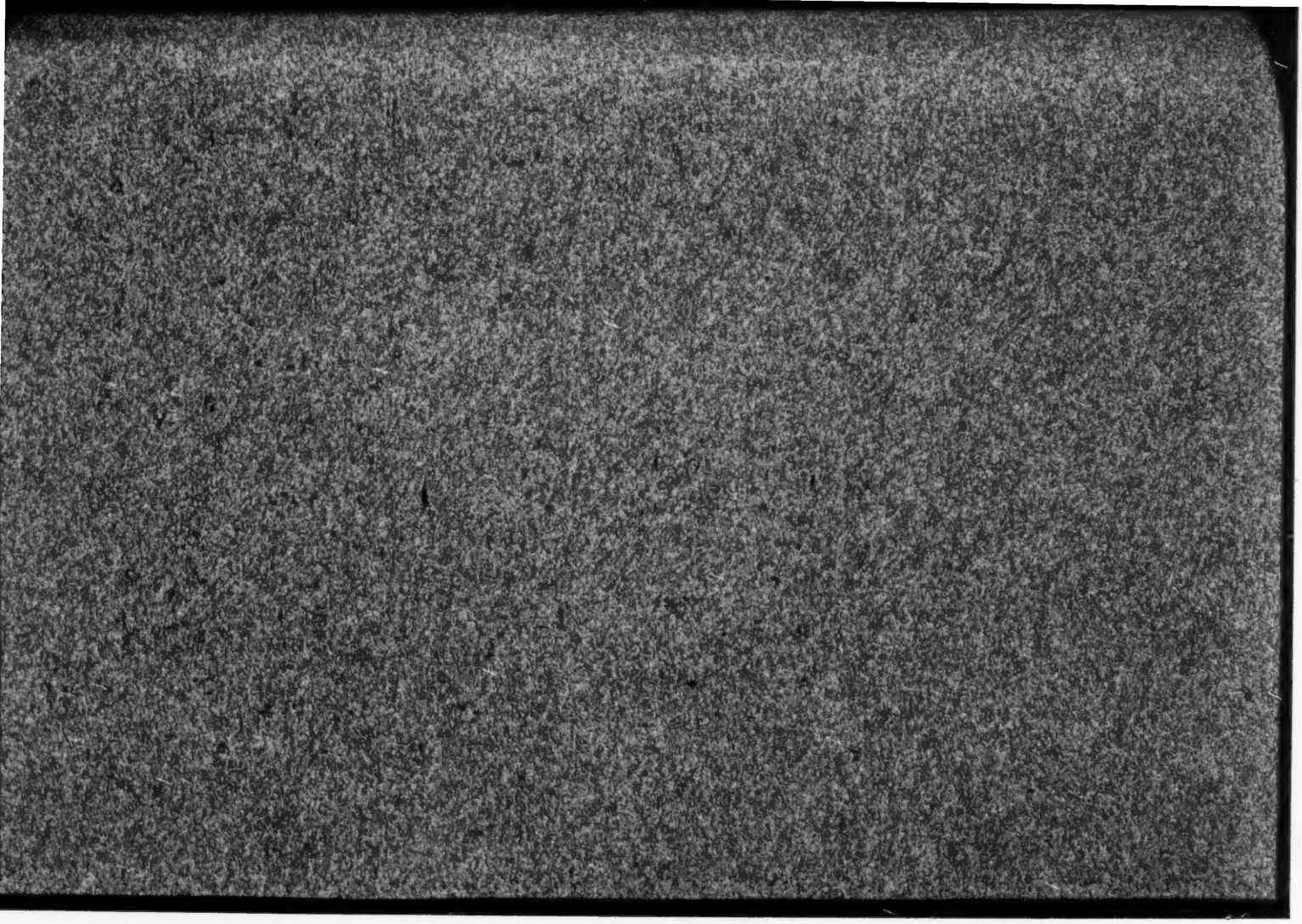
v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, and others,

Defendants-Appellees.

PETITION FOR REHEARING

OCTOBER TERM



IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME III.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

20

Petitoner's Exhibit 181. 3289

Aug-3 '09 288724.

CENTRAL PASSENGER ASSOCIATION.

TRIBUNE BUILDING, CHICAGO.

F. C. Donald
Commissioner.
C. A. Fox
Secretary.

July 26, 1909.

Vesely & Co., G. P. Agents,
North West Transport Line, 3290
17 Broadway, New York City.

Dear Sirs:

Acknowledging your favor of 23rd instant, with enclosures referred to: Inasmuch as we are advised that your Company is not a party to the understanding between certain rail and ocean lines, whereby certain allowances are made by rail interests account of tickets sold by the steamship companies, we have no alternative other than to return the ticket vouchers accompanying your letter.

Yours truly,
F. C. DONALD,
Commissioner. 3291

Enclosures.

3292 **Petitioner's Exhibit 182.**

This contract is to be sent to the Passenger.

THE URANIUM STEAMSHIP COMPANY, LTD.

DIRECT ROTTERDAM AND NEW YORK LINE.

No. 18513. Chicago office.

No money will be refunded without the return of this contract and of the purchasers' receipt. The official tickets will be sent direct to the passenger by the
3293 Atlantic Express, 2 Oranjestraat, Rotterdam.

Date, Jun. 12, 1911.

Prepaid ticket in favor of Marianna Marusewska and children from Rotterdam via Halifax to Joliet, Ill.

Passengers name and address
2 Adults.
3 children.
Aged 10
9 yr's
4
Infant under 1 year.

3294 I have made a contract with the Uranium Steamship Company, Ltd., for your passage, subject to the conditions on the reverse of this notice, but under no circumstances must you leave your town until the instructions have been sent to you. If after 20 days you receive no instructions, then write to the Atlantic Express, 2 Oranjestraat, Rotterdam, Holland, for instructions.

J. V. Zinner & Co., (Purchaser signs here).
Bought of Gen'l West'n Pass. Agts .....
Joseph Marussewski

At Chicago, June 12, 1911.

Petitioner's Exhibit 182

Suitable means of transportation for passengers and baggage from the wharf used by said carrier as a landing place or from the vessel's side at the port of New York to the station of the immigration authorities will be provided without additional charge, but said carrier shall not be liable for any damage or loss occasioned to the passenger by personal injury or loss or detention of, or injury to property or baggage or otherwise during such transportation or thereafter. 3295

According to the immigration laws of the United States contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing. 3296

If the purchaser of this ticket should desire the same to be cancelled the purchaser's receipt and this contract must be returned. The amount paid less agent's commission and the usual cancellation fee, will be refunded, only if the receipt and contract are returned and only after notice of cancellaton has been received from the company's head office in Europe. Reasons for cancellation must be plainly stated.

If for any reason the passenger cannot be forwarded on a steamer of The Uranium Steamship Co., Ltd., purchaser agrees to claim only the amount paid less the deduction as above. 3297

Passengers must not start from home before they receive full instructions from the company.

All expenses resulting from a disregard of this notice will be charged to the purchaser.

Each passenger is entitled to free transportation of baggage not exceeding ten cubic feet in measurement and $20 in value. In case of loss occasioned through negligence of the vessel or its representatives it is hereby agreed that the damages will not exceed the

3298 *Petitioner's Exhibit 182*

sum of $20 unless the baggage was shipped as freight and an additional charge paid therefor.

In consideration of accepting this ticket it is hereby agreed that if for any reason whatever the passenger cannot be forwarded on a steamer of The Uranium Steamship Company, Ltd., the purchaser will claim and accept only the amount paid for the ticket less the deduction as above mentioned.

Receipt for the Purchaser.

3299 No. 18513.

CHICAGO OFFICE.

THE URANIUM STEAMSHIP CO., LTD.,

Direct

ROTTERDAM AND NEW YORK LINE.

Received from Mr.
Joseph Marusewski
One Hundred Sixty & 75/100 Dollars
for the passage of Marianna
Marusewski & family
3300 from Rotterdam via Halifax,
To Joliet, Ill.
(2) Two Adult
(3) Three Children aged 10, 9, 4 years.
..... Infant.
36 Rubels
by mail
6/12/911.

J. V. ZINNER & CO.,
E. R.
Gen'l West'n Pass. Agents.

Petitioner's Exhibit 182

3301

According to the immigration laws of the United States contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females when pregnant, persons over 60 years of age, all diseased persons and those liable to become a public charge, are debarred from landing.

If the purchaser of this ticket should desire the same to be cancelled this receipt together with the contract and the notice to the passenger, must be returned. The amount paid, less agent's commission and the usual cancellation fee, will be refunded only if above-named documents are returned, and only after notice of cancellation has been received from the company's head office in Europe. Reasons for cancellation must be plainly stated.

3302

If for any reason the passenger cannot be forwarded on a steamer of the Uranium Steamship Co., Ltd., purchaser agrees to claim only the amount paid less the deduction as above.

Passengers must not start from home before they receive full instructions from the company.

All expenses resulting from a disregard of this notice will be charged to the purchaser.

3303

3304 **Petitioner's Exhibit 183.**

RED STAR LINE.

NEW YORK—ANTWERP.

Fast Mail Twin-Screw Steamer.

Lapland
18,094 Tons
sails from New York
Saturday, January 22,
At 10 A. M.
To Antwerp direct.

3305 Third Class Rate
$2[illegible]

3306

Petitioner's Exhibit 184.

3307

No. 5 Issued January 1, 1910.

RED STAR LINE.

UNITED STATES AND BELGIAN ROYAL.

Mail Steamers.

(Picture of Steamer.)

NEW YORK—ANTWERP SERVICE.

Third Class Rates.

3308

Company's Offices.

9 Broadway ..... New York.
1319 Walnut Street ..... Philadelphia.
90-96 Dearborn Street ..... Chicago.
India Building, 84 State Street, ... Boston.
1306 F. Street, N. W. ..... Washington.
900 Locust Street, ... St Louis.
319 Geary St. ..... San Francisco.
709 Second Avenue, ... Seattle.
1 India Street, ... Portland, Me.
121 So. 3rd Street, ... Minneapolis.
219 St. Charles Street, ... New Orleans.
41 King Street, East, King Edward Hotel, Toronto. 3309
31 Hospital Street, ...Montreal.
205 McDermott Avenue, ... Winnipeg.
Red Star Line, ... Antwerp.

B. 6571.

3310 *Petitioner's Exhibit 184*

RATES OF PASSAGE.

Prepaid from Europe To New York.		Outward to Europe From New York.
*$38.50	Antwerp	$35.00
*48.05	Agram	44.55
*42.60	Basel	39.10
*48.60	Belgrade	45.10
*43.70	Bern	40.20
*41.85	Berlin	38.35
3311 *46.15	Budapest	42.65
*39.55	Coeln a/R	36.05
*47.45	Eydtkuhnen	41.95
*48.00	Fiume	44.50
*40.50	Frankfurt a/M	37.00
*44.45	Illowo	40.95
*45.15	Innsbruck	41.65
*48.35	Karlstadt Hung.	44.85
*46.70	Krakau	41.20
*46.95	Laibach	43.45
*41.75	Leipzig	38.25
*40.75	Mannheim	37.25
*40.35	Mainz	36.85
	Oderberg	40.75
3312 *46.50	Oswiecim	41.00
*41.85	Paris	37.15
*43.50	Prag	40.00
*43.10	Posen	39.60
*41.45	Strassburg i/E	37.95
*41.75	Stuttgart	38.25
*45.30	Tilsit	41.80
*48.00	Triest	44.50
*44.90	Wien	41.40
*43.50	Zurich	40.00
*19.25	Children 1 year and under 4 years	17.50
*Half	Children 4 years and under 10 years	Half

Petitioner's Exhibit 184 3313

*Full European Railroad Fare Half Ocean Fare	(children 10 years) (and under 12 years)	Full European Railroad Fare Half Ocean Fare

*United States Head Tax: Under the United States Immigration Act of February, 1907, a head tax of $4.00 must be paid for every alien passenger, whether adult, child or infant coming to the United States. This tax must be paid in addition to the Prepaid Rates.

Prepaid Third-Class Rate for Passengers from Russia, Roumania and Galicia.

3314

The prepaid Third-Class Ocean rate from Antwerp to New York for passengers residing in Russia, Roumania and Galicia is $40.50.

This rate includes board and lodging expenses of passengers from their arrival in Antwerp until sailing of first steamer for New York if sailing within one week, also free transfer of baggage from railroad to steamer.

To New York	Special Italian Rates	From New York
$50.95	Milan (Italy)	$43.45
51.45	Turin (Torino)	43.95
52.20	Genoa, ...	44.70
	Do not book Leghorn (Livorno) ...	46.50
6.50	Infants under 1 year	2.50
23.25	Children 1 year and under 4 years	17.50
Half	Children 4 years and under 10 year Full European Railroad Fare Half Ocean Fare	Half
	Children 10 years and under 12 years	Half

3315

Head Tax included.

No reduction on Third-Class Round Trip.
Prepaids from Europe good for one year.

3316 *Petitioner's Exhibit 184*

Infants under 1 year $2.50 provided not more than one in each family. If more than one, half fare is charged for the others.

NEW YORK SAILINGS.

Take place from Red Star Pier 14, North River foot of Fulton Street, New York, adjoining Pennsylvania Railroad and Delaware, Lacka. & Western R. R. Ferries.

As the Red Star Line expects to remove to its new pier, No. 59 North River, about February 1, 1910,
3317 passengers should be careful to ascertain at time of booking the pier from which the steamer will sail on which they have secured passage.

THIRD-CLASS ACCOMMODATION.

On all steamers of the Red Star Line special attention is paid to the Third-Class Accommodations which are located on the same deck as the Cabins. They are well ventilated and heated in the winter time also lighted by electricity.

The rooms are located on the side of the ship, while the space in the centre is left open for the tables. The meals are served by stewards, on tables covered with
3318 table cloths. The eating untensils are furnished and cared for by the company.

Single men, women and families are berthed separately. The large Twin-Screw steamers "Vaderland" (12,017 tons) "Zeeland" (11,907 tons) and "Kroonland" (12,185 tons) have excellent Third-Class accommodations and are fitted with small rooms for married couples and families.

The third class accommodation of the twin screw steamer "Lapland" 18,694 tons, is the best that years of experience can suggest. The "Lapland" will offer all the comforts now considered essential by this large and discriminating class of passengers.

Petitioner's Exhibit 184

3319

A complete third-class outfit including blanket for use during the voyage is furnished for the free use of all Red Star Line Third-Class passengers.

Baggage: Third-class passengers are allowed 15 cubic feet of baggage free; children paying half fare, 7 1/2 cubic feet.

Excess baggage is charged for at 25 cents per cubic foot.

RED STAR LINE.

NEW YORK AND ANTWERP.

Weekly Mail and Passage Service,

3320

Special Notice.

As the Red Star Line expects to remove to its new Pier, No. 59 North River about February 1, 1910, passengers should be very careful to ascertain at the time of booking the pier from which will sail the steamer on which they have secured passage.

From New York to Antwerp
1910.

Pier 14 North River.

3321

Kroonland Wed. Jan. 12, 10 A. M.
*Samland Wed. Jan. 19, 10 A. M.
Lapland (new) Sat. Jan. 22, 11 A. M.

Finland Wed. Feb. 2, 10 A. M.
Vaderland Wed. Feb. 9, 10 A. M.
Zeeland Wed. Feb. 16, 10 A. M.
Lapland (new) Wed. Feb. 23, 10 A. M.

Kroonland Wed. Mar. 2, 10 A. M.
Finland Sat. Mar. 5, 11 A. M.
Vaderland Sat. Mar. 12, 11 A. M.

3322 *Petitioner's Exhibit 184*

Zeeland Sat. Mar. 19, 11 A. M.
Lapland (new) Sat. Mar. 26, 11 A. M.

Kroonland Sat. Apr. 2, 11 A. M.
Finland Sat. Apr. 9, 11 A. M.
Vaderland Sat. Apr. 16, 11 A. M.
Lapland (new) Sat. Apr. 23, 11 A. M.
Kroonland Sat. Apr. 30, 11 A. M.

From Antwerp to New York
1910.

Every Saturday.
3323 *Samland Jan. 1.
Lapland (new) Jan. 8.
Finland Jan. 15.

Vaderland Jan. 22.
Zeeland Jan. 29.
Lapland (new) Feb. 5.
Kroonland Feb. 12.
Finland Feb. 19.
Vaderland Feb 26.

Zeeland Mar. 5.
Lapland (new) Mar. 12.
Kroonland Mar. 19.
3324 Finland Mar. 26.

Vaderland Apr. 2.
Lapland (new) Apr. 9.
Kroonland Apr. 16.
Finland Apr. 23.
Vaderland Apr. 30.

*Samland carries third class passengers only.

Money Orders.

Payable in any part of Europe, can be purchased from all the principal agents of the Red Star Line.

Petitioner's Exhibit 185. 3325

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

159 Randolph St., Chicago.

902 Olive St. St. Louis.

166 Powell St., San Francisco.

1334 Walnut St. Philadelphia.

338 Sixth Ave. Pittsburgh.

90 State St. Boston.

3326

(Picture of Steamer.)
New Twin-Screw Express
S. S. "Deutschland."

686½ feet long 16,500 Tons,
37,000 Horse Power, 23½
Knots Average Speed.

REDUCTION STEERAGE OUTWARD RATE.

To our Agents:

Gentlemen: Please note that for the departure of our Twin-Screw

S. S. "GRAF WALDERSEE," 3327

from NEW YORK for HAMBURG on Thursday, August 18th, 1910, 3 P. M., the Steerage Outward Rate has been reduced to

$27.00
Commission, $2.00

Children between 1 and 12 years of age, half fare, half commission; infants under 12 months, $2.50 com-

3328 *Petitioner's Exhibit 185*

mission, 25 cents. If more than one infant in a family, others pay half fare.

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,

HAMBURG-AMERICAN LINE,

Emil L. Boas,

Res. Director & Gen'l Manager.

For rail fares from Hamburg to interior points, please refer to our European Railroad Tariff, dated
3329 April, 1910.

August 9th, 1910.

3330

Petitioner's Exhibit 186. 3331

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

1334Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

(Picture of Steamer.) 3332

New Twin-Screw Express S. S. "Deutschland."

686½ feet long 16,500 Tons, 37,000 Horse Power, 23½ Knots Average Speed.

REDUCTION STEERAGE OUTWARD RATE.

New York, October 5, 1909.

To our Agents:

Gentlemen: Please note that for the

S. S. "GRAF WALDERSEE,"

which will leave NEW YORK for HAMBURG direct on Friday, October 8, 1909, 2 P. M., the Steerage Outward Rate has been reduced to 3333

$22.00

Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,

HAMBURG-AMERICAN LINE,

Emil L. Boas,

Res. Director & Gen'l Manager.

3334 **Petitioner's Exhibit 187.**

HAMBURG-AMERICAN LINE.

35 and 37 Broadway, New York.

159 Randolph St., Chicago.

1334 Walnut Street, Philadelphia.

901 Olive Street, St. Louis.

90 State Street, Boston.

908 Market Street, San Francisco.

(Picture of Steamer.)

New Twin-Screw Express

3335 S. S. "Deutschland."

686½ ft. long 16,502 Tons, 37,000 Horse Power, 23½ Knots Average Speed.

To our Agents:

Gentlemen: Please note that the

STEERAGE OUTWARD RATE

FOR THE

TWIN-SCREW S. S. "PRETORIA,"

3336 leaving Saturday, April 11th, 1908, 1 P. M., has been

REDUCED TO $23.00,

FROM NEW YORK TO HAMBURG.

NOTE THESE LOW THROUGH RATES

TO THE PRINCIPAL POINTS OF EUROPE.

Agram, ...	$30.45	Lemburg, ...	29.15
Bajohren, ...	28.50	Mainz, ...	25.75
Berlin, ...	24.40	Myslowitz, ...	26.90
Breslau, ...	26.00	Oderberg, ...	26.90
Brody, ...	29.60	Ostrowo, ...	26.15

Petitioner's Exhibit 187

3337

Budapest,	29.15	Oswiesczim,	27.00
Czernowitz,	30.35	Ottlotschin,	26.35
Danzig,	26.65	Podwoloczyska,	30.05
Eperjes,	28.85	Posen,	25.65
Eydtkuhnen,	28.00	Prag,	26.35
Fiume,	30.45	Prostken,	27.90
Funfkirchen,	30.70	Tarnow,	27.80
Herrmannstadt,	31.20	Tarnopol,	29.80
Illowo,	27.00	Thorn,	26.30
Insterburg,	27.70	Tilsit,	27.85
Karlstadt,	30.45	Triest,	30.80
Kaschau,	28.85	Warschau,	27.90
Krakau,	27.35	Wien	27.85
Laibach,	31.40	Zurich,	27.85
Leipzig,	24.80		

3338

Trusting that these low rates will enable you to book a large number of passengers for this departure and awaiting the pleasure of receiving your numerous advices, we remain,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

March 25, 1908.

3339

3340 **Petitioner's Exhibit 188.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

1334 Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

(Picture of Steamer.)

3341 New Twin-Screw Express S. S. "Deutschland."

686½ feet long 16,500 Tons, 37,000 Horse Power, 23½ Knots Average Speed.

New York, October 6, 1909.

To our Agents:

Gentlemen: Please note that the reduction of the

STEERAGE OUTWARD RATE

TO

$22.00

3342 applies only for the

S. S. "GRAF WALDERSEE,"

from NEW YORK for HAMBURG direct on Friday, October 8, 1909, 2 P. M.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 4, issued July 1, 1909.

Yours truly,

HAMBURG-AMERICAN LINE,

Emil L. Boas,

Res. Director & Gen'l Manager.

Petitioner's Exhibit 189. 3343

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

1334 Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

(Picture of Steamer.)
New Twin-Screw Express
S. S. "Deutschland." 3344

686½ feet long 16,500 Tons,
37,000 Horse Power, 23½
Knots Average Speed.

REDUCTION STEERAGE OUTWARD RATE.

To our Agents:

Gentlemen: Please note that for the

S. S. "GRAF WALDERSEE,"

which will leave NEW YORK for HAMBURG direct on Saturday, January 15th, 1910, 9 A. M., the Steerage Outward Rate has been reduced to 3345

$24.00
Commission, $2.00.

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

January 8th, 1910.

3346 **Petitioner's Exhibit 190.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

1334 Walnut Street, Philadelphia.

902 Olive Street, St. Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

(Picture of Steamer.)

3347 New Twin-Screw Express S. S. "Deutschland."

686½ feet long 16,500 Tons, 37,000 Horse Power, 23½ Knots Average Speed.

REDUCTION STEERAGE OUTWARD RATE.

To our Agents:

Gentlemen: Please note that for the

S. S. "PRESIDENT LINCOLN,"

3348 which will leave NEW YORK for HAMBURG on Saturday, January 29th, 1910, 9 A. M., the Steerage Outward Rate has been reduced to

$22.00

Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

January 24th, 1910.

Petitioner's Exhibit 191. 3349

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

1334 Walnut Street, Philadelphia.

902 Olive Street, St Louis.

159 Randolph St., Chicago.

90 State Street, Boston.

160 Powell Street, San Francisco.

(Picture of Steamer.)

New Twin-Screw Express S. S. "Deutschland." 3350

686½ feet long 16,500 Tons, 37,000 Horse Power, 23½ Knots Average Speed.

REDUCTION STEERAGE OUTWARD RATE.

To our Agents:

Gentlemen: Please note that for the

S. S. "PRESIDENT GRANT,"

which will leave NEW YORK for HAMBURG on Saturday, February 5th, 1910, 2 P. M., the Steerage Outward Rate has been reduced to 3351

$22.00

Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,

HAMBURG-AMERICAN LINE,

Emil L. Boas,

Res. Director & Gen'l Manager.

January 31st, 1910.

3352 **Petitioner's Exhibit 192.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

159 Randolph St.,
Chicago.
160 Powell St.,
San Francisco.
338 Sixth Ave.,
Pittsburg.
902 Olive St.,
St. Louis.
1334 Walnut St.,
Philadelphia.
607 Boylston St.,
Boston.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
3353 690 feet long, 75 feet wide,
53 feet deep, 22,500 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, November 17, 1910.

To our Agents:

Gentlemen: Please note that for the
S. S. "AMERIKA,"
which will leave NEW YORK for HAMBURG on

Thursday, November 24, 1910, 12 Noon

the Steerage Outward Rate to Hamburg has been reduced to

3354 $29.00
Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 7 issued October 19, 1910.

Petitioner's Exhibit 193. 3355

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St., Philadelphia.
159 Randolph St., Chicago.
338 Sixth Ave., Pittsburgh.
607 Boylston St. Boston.
902 Olive St., St. Louis.
160 Powell St., San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
690 feet long, 75 feet wide,
53 feet deep, 22,500 tons. 3356

REDUCTION STEERAGE OUTWARD RATE.

New York, December 16th, 1910

To our Agents:

Gentlemen: Please note that for the

S. S. "PENNSYLVANIA,"

which will leave NEW YORK for HAMBURG on

Thursday, December 22, 1910, at 11 A. M.

the Steerage Outward Rate to Hamburg has been reduced to

$26.00

Commission, $2.00 3357

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 8 issued November 25, 1910.

3358 **Petitoner's Exhibit 194.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St.,
Philadelphia.
159 Randolph St.,
Chicago.
338 Sixth Ave.,
Pittsburgh.
607 Boylston St.,
Boston.
902 Olive St.,
St. Louis.
160 Powell St.,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
3359 690 feet long, 75 feet wide,
53 feet deep, 22,500 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, December 30th, 1910.

To our Agents:

Gentlemen: Please note that for the

S. S. "AMERIKA,"

which will leave NEW YORK for HAMBURG on
Thursday, January 5, 1911 at 11 A. M.
the Steerage Outward Rate to Hamburg has been reduced to

3360 $26.00
Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 8, issued November 25, 1910.

Petitioner's Exhibit 195. 3361

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,

41-45 Broadway, N. Y.

1334 Walnut St., Philadelphia.

607 Boylston St., Boston.

159 Randolph St., Chicago.

902 Olive St., St. Louis.

338 Sixth Ave., Pittsburgh.

160 Powell St., San Francisco.

(Picture of Steamer.) 3362
Twin-Screw S. S. "Amerika,"
690 feet long, 75 feet wide,
53 feet deep, 22,500 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, February 24th, 1911.

To our Agents:

Gentlemen: Please note that for the

S. S. "AMERIKA,"

which will leave NEW YORK for HAMBURG on

Thursday, March 2, 1911, at 10 A. M.

the Steerage Outward Rate to Hamburg has been reduced to

$29.00 3363

Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,

HAMBURG-AMERICAN LINE,

Emil L. Boas,

Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 1, issued January 1, 1911.

1121

3364 **Petitoner's Exhibit 196.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St.,
Philadelphia.
159 Randolph St.,
Chicago.
338 Sixth Avenue.,
Pittsburgh.

607 Boylston St.,
Boston.
902 Olive St.,
St. Louis.
160 Powell St.,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
3365 690 feet long, 75 feet wide,
53 feet deep, 22,500 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, March 11th, 1911.

To our Agents:

Gentlemen: Please note that for the

S. S. "KAISERIN AUGUSTE VICTORIA,"

which will leave NEW YORK for HAMBURG on
Thursday, March 16th, 1911, at 10 A. M.
the Steerage Outward Rate to Hamburg has been reduced to

3366 $29.00
Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 1, issued January 1, 1911.

Petitioner's Exhibit 197. 3367

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St.,
Philadelphia.
150 W. Randolph St.,
Chicago.
338 Sixth Ave.,
Pittsburgh.
607 Boylston St.,
Boston.
902 Olive St.,
St. Louis.
160 Powell St.,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
690 feet long, 75 feet wide,
53 feet deep, 22,500 tons. 3368

REDUCTION STEERAGE OUTWARD RATE.

New York, May 20th, 1911.

To our Agents:
Gentlemen: Please note that for the

S. S. "KAISERIN AUGUSTE VICTORIA,"
which will leave NEW YORK for HAMBURG on
Thursday, May 25th, 1911, at 9 A. M.

the Steerage Outward Rate to Hamburg has been reduced to

$29.00 3369
Commission
$2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the receipt of your numerous advices, we are,

Yours truly,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 1, issued January 1, 1911.

3370 **Petitioner's Exhibit 198.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St.,
Philadelphia.
150 W. Randolph St.,
Chicago.
338 Sixth Ave.,
Pittsburgh.

607 Boylston St.,
Boston.
902 Olive St.,
St. Louis.
160 Powell St.,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
3371 690 feet long, 75 feet wide,
53 feet deep, 22,500 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, December 18th, 1911.

To our Agents:

Gentlemen: Please note that for the

S. S. "PRESIDENT LINCOLN,"

which will leave NEW YORK for HAMBURG on
Thursday, December 21st, 1911 at 9 A. M.
the Steerage Outward Rate to Hamburg has been reduced to

3372 $23.00
Commission, $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the pleasure of receiving your numerous advices, we are,

Very truly yours,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 4 and supplements.

Petitioner's Exhibit 199. 3373

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St.,
Philadelphia.
150 W. Randolph St.,
Chicago.
338 Sixth Ave.,
Pittsburgh.
607 Boylston St.,
Boston.
902 Olive St.,
St. Louis.
160 Powell St.,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Amerika,"
690 feet long, 75 feet wide, 3374
53 feet deep, 22,500 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, December 30th, 1911.

To our Agents:

Gentlemen: Please note that for the

S. S. "AMERIKA,"

which will leave NEW YORK for HAMBURG on
Saturday, January 6th, 1912, at 11 A. M.
the Steerage Outward Rate to Hamburg has been reduced to

$25.00
Commission, $2.00 3375

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the pleasure of receiving your numerous advices, we are,

Very truly yours,
HAMBURG-AMERICAN LINE,
Emil L. Boas,
Res. Director & Gen'l Manager.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 1, dated January 1st, 1912.

3376 **Petitioner's Exhibit 200.**

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut Street,
Philadelphia.
150 W. Randolph Street,
Chicago.
338 Sixth Avenue,
Pittsburgh.

607 Boylston Street,
Boston.
902 Olive Street,
St. Louis.
160 Powell Street,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Imperator"
3377 (building) World's largest
ship, 50,000 tons.

REDUCTION STEERAGE OUTWARD RATE.

New York, May 18th, 1912.

To our Agents:

Dear Sirs: Please note that for the

S. S. "PENNSYLVANIA,"

which will leave NEW YORK for HAMBURG on
Thursday, May 23rd, 1912, at 11 A. M.
the Steerage Outward Rate to Hamburg has been reduced to

$25.00
3378 Commission $2.00

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the pleasure of receiving your numerous advices, we are,

Very truly yours,
HAMBURG-AMERICAN LINE.

For all other steamers and sailings apply the regular Steerage Outward Rates as per Steerage and Third Cabin Circular No. 2, dated March 18, 1912.

Petitioner's Exhibit 201. 3379

HAMBURG-AMERICAN LINE.

HAMBURG-AMERICAN BUILDING,
41-45 Broadway, N. Y.

1334 Walnut St.,
Philadelphia.
150 W. Randolph St.,
Chicago.
338 Sixth Ave.,
Pittsburgh.
607 Boylston St.,
Boston.
902 Olive St.,
St. Louis.
160 Powell St.,
San Francisco.

(Picture of Steamer.)
Twin-Screw S. S. "Imperator"
900 feet long 50,000 3380
tons, World's largest ship.

REDUCTION STEERAGE OUTWARD RATE.

To our Agents:
Gentlemen: Please note that for the

S. S. "CLEVELAND,"

which will leave NEW YORK for HAMBURG on
Thursday, June 20th, 1912, at 10 A. M.
the Steerage Outward Rate to Hamburg has been reduced to

$25.00
Commission, $2.00 3381

We trust that this reduction will enable you to secure a large number of passengers for this sailing, and anticipating the pleasure of receiving your numerous advices, we are,

Very truly yours,
HAMBURG-AMERICAN LINE.

For all other steamers and sailings apply the regular Steerage Outward Rates.

June 14th, 1912.

3382 **Petitioner's Exhibit 202.**

EUROPEAN

RAILROAD TARIFF.

HAMBURG-AMERICAN LINE

Hamburg-American Building,
41-45 Broadway,
New York.

Philadelphia,
1334 Walnut St.

Chicago,
159 Randolph St.

St. Louis
3383 902 Olive St.

Boston
90 State St.

San Francisco,
160 Powell St.

May, 1909.

March 16th, 10.

Supplement No. 2
To European Railroad Tariff of May, 1909.

To our Agents:

Gentlemen: Please note that the III Class European Railroad Rate between

HAMBURG AND VIENNA (WIEN)

3384 has been increased to $8.90.

Please correct European Railroad Tariff accordingly.

Yours truly,
HAMBURG-AMERICAN LINE,
EMIL L. BOAS,
Res. Director & Gen'l Manager.

Petitioner's Exhibit 202 3385

HAMBURG-AMERICAN LINE

Supplement No. 1

to

European Railroad Tariff

of May, 1909

Please note the following changes in Third and Fourth Class European Railroad Rates between Hamburg and interior points.

3386

	III. Class	IV. Class		III. Class	IV. Class
Agram	$10.35	*$7.45	Miskolcz	$8.75	*$6.15
Allenstein	6.60	*4.05	Myslowitz	6.35	*3.90
Bajohren	8.85	*5.40	Nassau	4.20	*2.75
Basel	7.00	*4.30	Oderberg	6.35	*3.90
Brody	9.95	7.50	Oswieczim	6.55	*4.00
Budapest	8.50	*6.15	Podwoloczyska	10.60	8.10
Czernowitz	11.00	8.50	Posen	4.35	*2.65
Eydtkuhnen	8.20	*5.00	Prag	*4.75	3.65
Fiume	10.55	*7.45	Prostken	8.05	*4.90
Illowo	6.55	*4.00	Stuttgart	5.85	*3.35
Insterburg	7.75	*4.70	Tarnopol	10.25	7.80
Karlstadt	10.55	*7.45	Tarnow	7.45	4.95
Kaschau	8.35	*5.85	Temesvar	9.15	*6.60
Krakau	6.85	4.40	Thorn	5.40	*3.30
Lemberg	9.40	6.90	Wien	7.55	5.90

3387

These rates apply to Prepaid as well as to Outward business, and are effective upon receipt of this circular.

Rates marked * are unchanged.

February 17, 1910.

3388 *Petitioner's Exhibit 202*

EUROPEAN
RAILROAD RATES

Between

HAMBURG, BOULOGNE, S/M

and

INLAND POINTS IN EUROPE.

To be Used in Connection with

3389 Steerage and Third Cabin Tickets
by the
Hamburg-American Line.

Hamburg-American Building,
41-45 Broadway,
New York.

1334 Walnut Street, Philadelphia. 159 Randolph Street, Chicago.

902 Olive Street, St. Louis 90 State Street, Boston. 160 Powell Street, San Francisco

3390 SPECIAL NOTICE

Galician Passengers

Should Be Booked

Via Myslowitz

which is the shortest and most direct
Route to and from Hamburg.

Petitioner's Exhibit 202 3391

INSTRUCTIONS.

All Previous European Railroad Tariffs of The Hamburg-American Line are hereby cancelled.

1. The within tariff contains the rates of European railroad fares between inland points in Europe and the ports of Hamburg and Boulogne s/M, and should be used only in connection with steerage and third cabin tickets by the Hamburg-American Line (Express Service and Regular Service).

2. Net Rates. The rates contained in this tariff are 3392
net and *no commission is allowed on them.*

3. Class. Agent's advice should state plainly whether tickets are issued for third or fourth class. Fourth class cars are run in Germany only, and if fourth class fares are quoted from places in other countries, they include third class fare to the German frontier.

4. Children. Half rates on European railroads are charged as follows: In Switzerland for children from 3 to 10 years; in France for children from 3 to 7 years in Germany and Austria for children from 4 to 10 years. Children under 3 or 4 years of age are free. 3393

5. Baggage. On all German, Austrian and Russian railroads 50 lbs. of baggage are allowed free of charge on each full ticket third class; only hand baggage is carried free on fourth class tickets; on French, Swiss and Italian roads 220 lbs. (100 kilos) are allowed on each full through-ticket. Excess of weight must be paid by the passenger to the railroads at their tariff rates.

6. Information. Passengers entitled to free European railroad fare receive all necessary information from the Company in Hamburg, or its agents.

3394 *Petitioner's Exhibit 202*

CONTENTS.

RATES OF FARE

	Pages
Between Hamburg and Inland Points	5-11
" Boulogne s/M and Inland Points	12

RAILWAY FARES TO HAMBURG.

	From		III. Class	IV. Class
	Aachen	Rheinprovinz	3 65	2 35
3395	Aarau	Schweiz	7 10	4 85
	Agram	Ungarn	8 80	7 45
	Alexandrowo	Russland	5 20	3 40
	Alfeld	Hannover	1 70	1 10
	Allenstein	Ostpreussen	6 20	4 05
	Alzey	Hessen-Darmstadt	4 50	2 95
	Amberg	Bayern	5 25	3 40
	Anklam	Pommern	2 95	1 95
	Ansbach	Bayern	4 60	3 00
	Apenrade	Schlesw.-Holstein	1 70	1 10
	Arad	Ungarn	8 65	6 60
	Aschaffenburg	Bayern	3 95	2 55
	Augsburg	Bayern	5 55	3 60
	Aussig	Böhmen	4 15	2 75
3396	Bajohren (Hamburg-American Line Passenger Station)	Russo-German frontier	8 35	5 40
	Bamberg	Bayern	4 35	2 85
	Barmen	Rheinprovinz	2 95	1 90
	Barth	Pommern	2 10	1 40
	Basel	Schweiz	6 55	4 30
	Bayreuth	Bayern	4 50	2 95
	Belgrad	Serbien	9 70	8 10
	Bergen a. Rügen	Pommern	2 35	1 60
	Berlin Lehrt. Hbhf.	Brandenburg	2 15	1 40

Petitioner's Exhibit 202

3397

From		III. Class	IV. Class	
Bern	Schweiz	7 65	5 40	
Bielitz	Oesterr. Schleisen	6 35	4 20	
Biel (Cant. Bern)	Schweiz	7 50	5 25	
Bielefeld	Westfalen	2 20	1 40	
Bochum	Westfalen	2 75	1 80	
Bodenbach	Böhmen	3 95	2 55	
Braunschweig	Braunschweig	1 40	90	
Bremen		90	60	
Breslau	Schleisen	4 60	3 00	
Brienz (Cant. Bern)	Schweiz	8 15	5 90	
Brody	Galizien	8 65	6 60	3398
Bromberg	Posen	4 65	3 00	
Brunn	Mähren	6 10	4 75	
Budapest	Ungarn	7 80	6 15	
Budweis	Böhmen	5 60	4 15	
Bukarest	Rumänien	11 15	9 55	
Burdujeni	Rumänien	9 90	7 65	
Bütow	Pommern	4 95	3 25	
Cannstatt	Württemberg	5 25	3 40	
Caslau	Böhmen	5 10	3 75	
Cassel	Provinz Hessen	2 60	1 65	
Celle	Hannover	1 05	70	
Charkow	Russland	11 10	9 30	
Chemnitz	Königr. Sachsen	3 45	2 25	3399
Chiasso	Schweiz	10 45	8 20	
Chrudim	Böhmen	5 40	4 00	
Chur (Ct. Graubünden)	Schweiz	8 45	6 10	
Coburg	S. Coburg-Gotha	4 00	2 60	
Cöln	Rheinprovinz	3 35	2 20	
Colmar	Elsass	6 20	4 05	
Constanza	Rumänien	12 60	10 50	
Cottbus	Brandenburg	3 05	1 95	
Crefeld	Rheinprovinz	3 05	1 95	
Cuxhaven		90	60	
Czernowitz	Bukowina	9 45	7 35	

Petitioner's Exhibit 202

	From		III. Class	IV. Class
3400	Danzig	Westpreussen	5 60	3 65
	Darmstadt	Hessen-Darmstadt	4 15	2 70
	Demmin	Pommern	2 55	1 65
	Detmold	Lippe-Detmold	2 20	1 45
	Deutsch Eylau	Westpreussen	5 75	3 75
	Deutsch Krone	Westpreussen	3 95	2 [illegible]
	Dortmund	Westfalen	2 70	1 75
	Dresden	Kgr. Sachsen	3 50	2 25
	Durlach	Baden	5 00	3 25
	Düsseldorf	Rheinprovinz	3 10	1 95
3401	Eger	Böhmen	4 25	2 75
	Elberfeld	Rheinprovinz	3 00	1 95
	Elbing	Westpreussen	5 70	3 70
	Emden	Hannover	1 85	1 20
	Eperjes	Ungarn	7 95	5 85
	Erfurt	Prov. Sachsen	3 10	2 00
	Erlangen	Bayern	4 65	3 05
	Eydtkuhnen (Hamburg-American Line Passenger Station)	Russo-German frontier	7 70	5 00
	Fiume	Ungarn	8 80	7 45
	Flensburg	Schlesw.-Holstein	1 35	85
3402	Frankfurt a. M	Hessen	3 95	2 55
	Frankfurt a. O	Brandenburg	2 85	1 80
	Freiburg	Baden	6 00	3 90
	Freiburg (Canton Freiburg)	Schweiz	7 95	5 70
	Fritzlar	Provinz Hessen	2 95	1 90
	Fünfkirchen	Ungarn	9 05	7 70
	Fürth	Bayern	4 65	3 05
	Garnsee	Westpreussen	5 40	3 50
	Gelsenkirchen	Westfalen	2 75	1 75
	Gemünden	Bayern	3 70	2 40
	Genf	Schweiz	9 00	6 75
	Gera	Reuss, J. L.	3 20	2 10

Petitioner's Exhibit 202 3403

From		III. Class	IV. Class	
Glarus	Schweiz	8 15	5 90	
Glauchau	Königr. Sachsen	3 35	2 20	
Glogau	Schlesien	3 85	2 50	
Glückstadt	Schlesw.-Holstein	40	30	
Gnesen	Posen	4 45	2 90	
Görlitz	Schlesien	3 70	2 40	
Gotha	S. Coburg-Gotha	3 05	1 95	
Göttingen	Hannover	2 10	1 35	
Goszlershausen	Westpreussen	5 50	3 55	
Gramenz	Pommern	4 20	2 75	
Graudenz	Westpreussen	5 25	3 40	3404
Graz	Steiermark	7 70	6 25	
Greiz	Reuss ä. L	3 45	2 25	
Gryibow	Galizien	7 20	5 10	
Güstrow	Mecklb-Schwerin	1 45	1 00	
Gumbinnen	Ostpreussen	7 45	4 80	
Hadersleben	Schlesw.-Holstein	1 85	1 20	
Halberstadt	Prov. Sachsen	2 15	1 40	
Halle a. S	Prov. Sachsen	2 55	1 65	
Hannover	Prov. Hannover	1 25	80	
Hechingen	Hohenzollern	5 90	3 85	
Heidelberg	Baden	4 60	3 00	
Heilbronn	Württemberg	4 80	3 15	
Hermannstadt	Ungarn	9 85	8 20	3405
Hildburghausen	Sachs.-Meiningen	3 75	2 40	
Hirschberg	Schlesien	4 25	2 80	
Hof	Bayern	4 05	2 65	
Hohensalza	Posen	4 85	3 15	
Holzminden	Braunschweig	2 15	1 40	
Iglau	Mähren	5 65	4 25	
Iglo	Ungarn	7 75	5 65	
Illowo (Hamburg-American Line Passenger Station)	Russo-German frontier	6 15	4 00	
Innsbruck	Tyrol	7 35	5 05	
Inowrazlaw	Posen	4 85	3 15	

3406 *Petitioner's Exhibit 202*

	From		III. Class	IV. Class
	Insterburg	Ostpreussen	7 20	4 70
	Itzkany	Rumänien	9 75	7 70
	Jägerndorf	Oesterr.-Schlesien	5 55	3 70
	Jaroslau	Galizien	7 55	5 45
	Jarotschin	Posen	4 55	3 00
	Jaslo	Galizien	7 45	5 40
	Jassy	Rumänien	11 10	9 05
	Kaiserslautern	Pfalz	5 10	3 30
	Karlsbad	Böhmen	4 30	2 95
3407	Karlsruhe	Baden	5 05	3 25
	Karlstadt	Ungarn	8 80	7 45
	Karthaus	Westpreussen	5 40	3 50
	Kaschau	Ungarn	7 90	5 85
	Kempen	Posen	5 15	3 35
	Kiel	Schlesw.-Holstein	80	55
	Kiew	Russland	10 00	8 15
	Klattau	Böhmen	4 20	2 85
	Königsberg	Ostpreussen	6 55	4 25
	Köorlin	Pommern	4 05	2 70
	Koeslin	Pommern	4 15	2 75
	Kolberg	Pommern	3 90	2 55
	Kolmar	Posen	4 20	2 70
3408	Konitz	Westpreussen	4 60	3 00
	Kowno	Russland	8 45	5 75
	Kraukau	Galizien	6 40	4 30
	Krompach	Ungarn	7 95	5 85
	Krotoschin	Posen	4 55	3 00
	Kursk	Russland	10 85	9 05
	Laibach	Krain	8 00	6 55
	Landau	Pfalz	5 00	3 25
	Lauenburg	Pommern	5 05	3 30
	Lausanne	Schweiz	8 55	6 25
	Leipzig	Königr.-Sachsen	2 80	1 80
	Leitomischl	Böhmen	5 60	4 25

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From		III. Class	IV. Class	
Lemberg	Galizien	8 25	6 15	
Libau	Russland	10 40	7 70	
Liegnitz	Schlesien	4 15	2 70	
Loebau	Westpreussen	5 90	3 85	
Ludwigshafen a. Rh	Pfalz	4 60	3 05	
Lübeck		50	35	
Lüneburg	Hannover	40	25	
Luxemburg		5 05	3 30	
Luzern	Schweiz	7 55	5 30	
Magdeburg	Provinz Sachsen	1 90	1 25	3410
Mainz	Hess.-Darmstadt	4 25	2 75	
Mannheim	Baden	4 55	2 95	
Margitfalu	Ungarn	7 90	5 85	
Marienwerder	Westpreussen	5 50	3 60	
Meerane	Königr.-Sachsen	3 30	2 15	
Meiningen	Sachs.-Meiningen	3 50	2 30	
Meldorf	Schlesw.-Holstein	80	55	
Memel	Ostpreussen	8 20	5 30	
Metz	Lothringen	5 50	3 55	
Minsk	Russland	9 15	7 30	
Miskolcz	Ungarn	8 25	6 15	
Mogilno	Posen	4 65	3 05	
Moskau	Russland	11 00	9 20	
Mülhausen i. E	Elsass	6 50	4 30	3411
München	Bayern	6 00	3 90	
Myslowitz	Schlesien	6 00	3 90	
Nakel	Posen	4 45	2 90	
Nassau	Prov. H.-Nassau	2 20	2 75	
Naugard	Pommern	3 35	2 25	
Netzthal	Posen	4 30	2 80	
Neustadt a. H	Pfalz	4 85	3 15	
Nürnberg	Bayern	4 70	3 10	
Oberdorf	Württemberg	5 85	3 80	
Obornik	Posen	4 30	2 80	

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From		III. Class	IV. Class
Oderberg	Oesterr.-Schlesien	5 95	3 90
Odessa	Russland	10 70	8 85
Ogulin	Ungarn	8 95	7 55
Oldenburg	Oldenburg	1 25	80
Oletzko (Marggrabowa)	Ostpreussen	7 65	4 95
Olmütz	Mähren	6 15	4 60
Oppeln	Schlesien	5 20	3 40
Orlo	Ungarn	8 15	6 05
Orsova	Ungarn	10 25	8 20
Osterode	Ostpreussen	5 95	3 85
3413 Ostrowo	Posen	4 75	3 15
Oswieczim	Galizien	6 15	4 00
Ottlotschin (Hamburg-American Line Passenger Station)	Russo-German frontier	5 15	3 35
Pardubitz	Böhmen	5 25	3 85
Passau	Bayern	6 25	4 10
Pilsen	Böhmen	4 85	3 40
Pirmasens	Pfalz	5 40	3 50
Pisek	Böhmen	5 40	3 95
Plauen i. V	Königr. Sachsen	3 70	2 40
Podwołoczyska	Galizien	9 15	7 05
Poprad Felka	Ungarn	7 50	5 45
3414 Posen	Posen	4 10	2 65
Prag	Böhmen	4 75	3 35
Prenzlau	Brandenburg	2 80	1 85
Pr. Stargard	Westpreussen	5 20	3 35
Prostken (Hamburg-American Line Passenger Station)	Russo-German frontier	7 55	4 90
Przemysl	Galizien	7 80	5 70
Pyrmont	Waldeck	1 90	1 25
Ratibor	Schlesien	5 75	3 75
Regensburg	Bayern	5 40	3 50
Rendsburg	Schlesw.-Holstein	85	55

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From		III. Class	IV. Class	
Reutlingen	Württemberg	5 60	3 65	
Riga	Russland	10 65	7 90	
Rogasen	Posen	4 35	2 85	
Rosenberg	Westpreussen	5 80	3 80	
Rostock	Meckl.-Schwerin	1 60	1 10	
Rottweil	Württemberg	6 00	3 90	
Saaz	Böhmen	4 35	2 95	
St. Gallen	Schweiz	7 10	4 85	
St. Petersburg	Russland	11 85	9 15	
Salzburg	Oesterreich	7 10	4 65	3416
Saratow	Russland	12 50	10 75	
Schaffhausen	Schweiz	6 75	4 40	
Schmentau	Westpreussen	5 35	3 45	
Schneidemühl	Posen	4 00	2 60	
Schönsee	Westpreussen	5 25	3 40	
Sedletz-Kuttenberg	Böhmen	4 95	3 60	
Solingen	Rheinprovinz	3 15	2 05	
Smolensk	Russland	10 00	8 15	
Solothurn	Schweiz	7 30	5 05	
Stallupönen	Ostpreussen	7 65	4 95	
Stargard i. P	Pommern	3 15	2 10	
Stettin	Pommern	2 90	1 95	
Stolp	Pommern	4 60	3 10	3417
Stralsund	Pommern	2 15	1 45	
Strassburg i. E	Elsass	5 75	3 75	
Strasburg	Westpreussen	5 65	3 70	
Stuttgart	Württemberg	5 20	3 35	
Szegedin	Ungarn	9 00	7 30	
Szolnok	Ungarn	8 45	6 40	
Tabor	Böhmen	5 35	4 00	
Tarnow	Galizien	6 85	4 80	
Tarnopol	Galizien	8 90	6 80	
Tauroggen	Russland	7 70	5 00	
Taus	Böhmen	5 20	3 75	

3418 *Petitioner's Exhibit 202*

From		III. Class	IV. Class
Temesvar Josefvaros	Ungarn	8 65	6 60
Teplitz	Böhmen	4 25	2 85
Teschen	Oesterr.-Schlesien	6 15	4 10
Tetschen	Böhmen	3 95	2 55
Thorn	Westpreussen	5 05	3 30
Thun (Cant. Bern)	Schweiz	7 85	5 55
Tilsit	Ostpreussen	7 50	4 85
Tingleff	Schlesw.-Holstein	1 50	1 00
Tondern	Schlesw.-Holstein	1 60	1 05
Trient	Tyrol	9 05	6 75
3419 Triest	Oesterreich	10 15	7 80
Tuchel	Westpreussen	4 85	3 15
Ulm	Württemberg	5 80	3 75
Ungvar	Ungarn	8 75	6 65
Varel	Oldenburg	1 45	95
Villach	Kärnthen	8 90	7 50
Villingen	Baden	6 15	4 00
Wald (Ct. Zürich)	Schweiz	7 35	5 05
Waldenburg (Cant. Basel)	Schweiz	6 90	4 65
Waren	Meckl.-Schwerin	1 70	1 10
Warschau	Russland	6 80	5 00
Weimar	Sachsen-Weimar	3 20	2 05
3420 Weisskirchen	Mähren	6 35	4 30
Wien	Oesterreich	6 20	4 85
Wilna	Russland	9 15	6 45
Wirballen	Russland	7 75	5 00
Wismar	Meckl.-Schwerin	1 15	80
Wolgast	Pommern	2 65	1 75
Wongrowitz	Posen	4 50	2 95
Worms	Rheinhessen	4 40	2 90
Würzburg	Bayern	3 95	2 60
Yverdon (Canton Waadt)	Schweiz	8 15	5 90

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From		III. Class	IV. Class
Zerbst	Anhalt	2 20	1 45
Zittau	Konigr. Sachsen	3 95	2 55
Znaim	Mähren	6 25	4 85
Zombor	Ungarn	9 45	7 70
Zsombolya	Ungarn	9 85	7 80
Zürich	Schweiz	7 15	4 85
Zug	Schweiz	7 40	5 10
Zwickau	Königr.-Sachsen	3 45	2 25

RAILWAY FARES TO BOULOGNE-SUR.-MER.

3422

		III. Class
Basel	Schweiz	6 20
Belfort	Frankreich	5 55
Bern	Schweiz	7 45
Biel	Schweiz	7 10
Bordeaux	Frankreich	7 25
Bregenz	Oesterreich	7 95
Chur	Schweiz	8 25
Courtrai	Belgien	2 00
Delemont	Schweiz	6 25
Geneva (Genf)	Schweiz	6 45
Havre	Frankreich	3 95
Innsbruck	Tyrol	9 05
Konstanz	Baden	7 65
Lausanne	Schweiz	8 10
Lille	Frankreich	90
Luzern	Schweiz	7 20
Marseille	Frankreich	8 30
Nancy	Frankreich	4 90
Neuchatel	Schweiz	7 40
Paris	Frankreich	1 80
Pontarlier	Frankreich	4 25
St. Gallen	Schweiz	7 80
Strassburg	Elsass-Lothringen	6 45
Trient	Tyrol	10 85
Zürich	Schweiz	7 10

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3424 **Petitioner's Exhibit 203 for Identification.**

EUROPEAN

RAILROAD TARIFF.

HAMBURG-AMERICAN LINE.

35 & 37 Broadway, New York, 1229 Walnut St. Philadelphia,

Chicago, 159 Randolph St.

SEPTEMBER, 1901.

3425 EUROPEAN

RAILROAD RATES.

between

HAMBURG, HAVRE, BOULOGNE S/M

and

INLAND POINTS IN EUROPE.

To be used in connection with

Steerage Tickets

by the

HAMBURG-AMERICAN LINE.

3426 35 & 37 Broadway, New York. 1229 Walnut Street, Philadelphia.

159 Randolph Street, Chicago.

INSTRUCTIONS.

All Previous European Railroad Tariffs of the Hamburg-American Line are Hereby Canceled.

1. The within tariff contains the rates of European railroad fares between inland points in Europe and the ports of Hamburg, Havre and Boulogne s/M, and

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should be used only in connection with steerage tickets by the Hamburg-American Line (Express Service and Regular Service) and Union Line.

2. Net Rates.—The rates contained in this tariff are NET and *no commission is allowed on them.*

3. Class.—Agent's advice should state plainly whether tickets are issued for third or fourth class. Fourth class cars are run in Germany only, and if fourth class fares are quoted from places in other countries, they include third class fare to the German frontier.

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4. Children.—Half rates on European railroads are charged as follows: In Switzerland for children from 3 to 10 years; in France for children from 3 to 7 years; in Germany and Austria for children from 4 to 10 years. Children under 3 or 4 years of age are free.

5. Baggage.—On all German, Austrian and Russian railroads 50 lbs. of baggage are allowed free of charge on each full ticket third class; only hand baggage is carried free on fourth class tickets; on French, Swiss and Italian road 220 lbs. (100 kilos) are allowed on each full through-ticket. Excess of weight must be paid by the passenger to the railroads at their tariff rates. 3429

6. Information.—Passengers entitled to free European railroad fare receive all necessary information from the Company in Hamburg, or its agents.

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RAILWAY FARES TO HAMBURG.

	From		III. Class.	IV. Class.
	Aachen	Rheinprovinz	4 65	2 35
	Aalen	Württemberg	6 25	3 90
	Aarau	Schweiz	8 35	5 80
	Agram	Croatien	10 10	7 40
	Alexandrowo	Russland	6 65	3 35
	Allenstein	Ostpreussen	8 00	4 00
	Alsfeld	Grossh. Hessen	4 45	2 25
	Altorf	Schweiz	9 35	6 80
3431	Alzey	Hessen-Darmstadt	5 95	3 00
	Amberg	Bayern	6 20	3 75
	Anclam	Pommern	3 85	1 95
	Annaberg	Königr. Sachsen	4 85	2 60
	Ansbach	Bayern	5 80	3 40
	Apenrade	Schlesw.-Holstein	2 20	1 15
	Arnswalde	Brandenburg	4 50	2 30
	Aschaffenburg	Bayern	5 10	2 55
	Augsburg	Bayern	6 85	4 50
	Aurich	Hannover	2 60	1 55
	Bajohren (Hamburg-American Line Passenger Station)	Russo-German frontier	10 70	5 35
	Bamberg	Bayern	5 60	2 95
3432	Barmen	Rheinprovinz	3 80	1 90
	Barth	Pommern	2 75	1 40
	Basel	Schweiz	7 85	5 25
	Bayreuth	Bayern	5 65	3 20
	Belgard	Pommern	5 25	2 70
	Bergen a. Rügen	Pommern	3 10	1 60
	Berlin Lehrt. Hdhf.	Brandenburg	2 75	1 40
	Bern	Schweiz	8 90	6 30
	Bernburg	Anhalt	3 10	1 55
	Bielitz	Oesterr.-Schlesien	8 05	4 15
	Biel (Cant. Bern)	Schweiz	8 75	6 15
	Bielefeld	Westfalen	2 80	1 40

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From		III. Class.	IV. Class.	
Bochum	Westfalen	3 50	1 75	
Bodenbach	Böhmen	5 15	2 55	
Braunschweig	Braunschweig	1 90	1 00	
Bremen		1 10	55	
Breslau	Schlesien	6 00	3 00	
Brienz (Cant. Basel)	Schweiz	9 65	7 05	
Brody	Galizien	10 15	6 30	
Bromberg	Posen	6 00	3 00	
Brünn	Mähren	7 15	4 65	
Budapest	Ungarn	8 75	5 80	
Budweis	Böhmen	6 75	4 25	3434
Bukarest	Rumänien	11 60	8 70	
Bütow	Pommern	6 45	3 30	
Cannstatt	Württemberg	6 55	3 75	
Carthaus	Westpreussen	7 50	3 75	
Caslau	Böhmen	6 15	3 90	
Cassel	Provinz Hessen	3 25	1 65	
Celle	Hannover	1 30	70	
Charkow	Russland	12 10	8 85	
Chemnitz	Königr. Schsen	4 35	2 30	
Chrudim	Böhmen	6 45	4 20	
Chur (Ct. Graubünden)	Schweiz	9 50	6 65	
Coburg	S. Coburg-Gotha	5 15	2 60	
Cöln	Rheinprovinz	4 30	2 15	3435
Coeslin	Pommern	5 45	2 80	
Cöthen	Anhalt	2 90	1 45	
Colberg	Pommern	5 25	2 85	
Colmar	Elsass	7 50	4 65	
Cottbus	Brandenburg	3 90	1 95	
Crefeld	Rheinprovinz	3 90	1 95	
Culm	Westpreussen	6 75	3 35	
Cuxhaven		1 10	55	
Czernowitz	Bukowina	10 85	7 00	
Czersk	Westpreussen	6 25	3 15	
Czerwinsk	Westpreussen	6 80	3 40	

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From		III. Class.	IV. Class.
Danzig	Westpreussen	7 20	3 60
Darmstadt	Hessen-Darmstadt	5 30	2 75
Demmin	Pommern	3 30	1 70
Dessau	Anhalt	3 00	1 50
Detmold	Lippe-Detmold	2 80	1 40
Deutsch Eylau	Westprussen	7 30	3 70
Deutsch Krone	Westpreussen	5 25	2 65
Doberan	Meckl.-Schwerin	1 95	1 25
Dortmund	Westfalen	3 40	1 70
Dresden	Kgr. Sachsen	4 55	2 25
3437 Durlach	Baden	6 20	3 50
Düsseldorf	Rheinprovinz	3 90	1 95
Eger	Böhmen	5 50	3 20
Eisleben	Prov. Sachsen	3 40	1 75
Elberfeld	Rheinprovinz	3 80	1 90
Elbing	Westpreussen	7 30	3 70
Emden	Hannover	2 30	1 40
Eperjes	Ungarn	9 60	5 75
Erfurt	Prov. Sachsen	3 95	2 00
Erlangen	Bayern	5 85	3 30
Eutin	Fürst. Lübeck	95	70
Eydtkuhnen (Hamburg-American Line Passenger Station)	Russo-German frontier	9 85	4 95
3438 Filehne	Posen	4 75	2 35
Fiume	Croatien	9 90	7 30
Flatow	Westpreussen	5 50	2 75
Flensburg	Schlesw.-Holstein	1 75	90
Frankfurt a. M.	Hessen	5 05	2 55
Frankfurt a. O.	Brandenburg	3 65	1 80
Freiburg	Baden	7 30	4 55
Freiburg (Canton Freiburg)	Schweiz	9 25	6 65
Freienwalde	Pommern	4 45	2 30
Freideberg (Neumark)	Brandenburg	4 30	2 20
Fritzlar	Provinz Hessen	3 65	1 85

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From		III. Class.	IV. Class.	
Fünfkirchen	Ungarn	10 05	7 40	
Fürth	Bayern	5 80	3 40	
Gaildorf	Württemberg	6 30	3 90	
Garnsee	Westpreussen	6 90	3 45	
Geestemünde	Hannover	1 20	60	
Gelnhausen	Provinz Hessen	4 65	2 30	
Gelsenkirchen	Westfalen	3 45	1 75	
Gemünden	Bayern	4 75	2 35	
Genf	Schweiz	10 25	7 65	
Gera	Reuss j. L.	4 10	2 05	
Glarus	Schweiz	9 40	6 80	3440
Glatz	Schlesien	6 45	3 25	
Glauchau	Königr. Sachsen	4 35	2 25	
Glogau	Schlesien	5 00	2 50	
Glückstadt	Schlesw.-Holstein	55	30	
Gnesen	Posen	5 75	2 85	
Görlitz	Schlesien	4 90	2 40	
Gotha	Coburg-Gotha	3 80	1 90	
Göttingen	Hannover	2 70	1 35	
Gramenz	Pommern	5 60	2 85	
Graudenz	Westpreussen	6 70	3 35	
Graz	Steiermark	9 05	6 45	
Greiz	Reuss ä. L.	4 45	2 25	
Grybow	Galizien	9 50	5 65	3441
Güstrow	Mecklb.-Schwerin	1 90	1 00	
Gumbinnen	Ostpreussen	9 55	4 75	
Hadersleben	Schlesw.-Holstein	2 40	1 30	
Halberstadt	Prov. Sachsen	2 75	1 35	
Halle a. S.	Prov. Sachsen	3 25	1 65	
Hannover	Prov. Hannover	1 75	90	
Hechingen	Hohenzollern	7 30	4 50	
Heide	Schlesw.-Holstein	1 25	65	
Heidelberg	Baden	5 70	3 10	
Heilbronn	Württemberg	6 10	3 30	
Hildburghausen	Sachs.-Meiningen	4 80	2 40	

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	From		III. Class.	IV. Class.
	Hirschberg	Schlesien	5 55	2 80
	Hof	Bayern	4 95	2 50
	Holzminden	Braunschweig	2 75	1 40
	Iglau	Mähren	6 75	4 45
	Illowo (Hamburg-American Line Passenger Station)	Russo-German frontier	7 85	3 95
	Innsbruck	Tyrol	8 55	6 20
	Inowrazlaw	Posen	6 25	3 15
	Insterburg	Ostpreussen	9 30	4 65
	Itzehoe	Schlesw.-Holstein	70	35
3443	Jablonowo	Westpreussen	7 00	3 50
	Jägerndorf	Oesterr.-Schlesien	7 15	3 70
	Jaroslau	Galizien	9 15	5 30
	Jarotschin	Posen	5 90	2 95
	Jaslo	Galizien	9 05	5 20
	Jassy	Rumänien	12 70	8 85
	Jever	Oldenburg	2 10	1 30
	Kaiserslautern	Pfalz	6 30	3 50
	Karlsbad	Böhmen	5 42	95
	Karlsruhe	Baden	6 15	3 45
	Karlstadt	Croatien	9 60	7 00
	Kaschau	Ungarn	9 75	5 80
	Kempen	Posen	6 80	3 40
3444	Kiel	Schlesw.-Holstein	1 10	60
	Kiew	Russland	13 00	9 15
	Klattau	Böhmen	6 15	3 70
	Königsberg	Ostpreussen	8 45	4 25
	Koerlin	Pommern	5 30	2 70
	Kolmar	Posen	5 35	2 70
	Konitz	Westpreussen	5 95	3 00
	Kowno	Russland	10 55	5 60
	Krakau	Galizien	8 10	4 25
	Krompach	Ungarn	9 75	5 80
	Krotoschin	Posen	5 95	2 95
	Kursk	Russland	14 15	9 50

Petitioner's Exhibit 203 for Identification 3445

From		III. Class.	IV. Class.	
Laibach	Kraien	9 10	6 80	
Landau	Pfalz	6 20	3 40	
Lauenburg	Pommern	6 60	3 35	
Lausanne	Schweiz	9 80	7 20	
Leer	Hannover	2 05	1 30	
Leipzig	Königr. Sachsen	3 55	1 80	
Leitomischl	Böhmen	6 65	4 30	
Lemberg	Galizien	9 80	5 90	
Libau	Russland	12 30	7 35	
Liegnitz	Schlesien	5 40	2 70	
Loebau	Westpreussen	7 60	3 85	3446
Ludwigshafen a. Rh.	Pfalz	5 80	3 00	
Lübeck		65	35	
Lüneburg	Hannover	50	25	
Luxemburg		6 45	3 45	
Luzern	Schweiz	8 85	6 25	
Magdeburg	Provinz Sachsen	2 40	1 25	
Mainz	Hess.-Darmstadt	5 45	2 75	
Mannheim	Baden	5 70	2 95	
Marienwerder	Westpreussen	7 05	3 55	
Meerane	Königr. Sachsen	4 25	2 20	
Meiningen	Sachs.-Meiningen	4 50	2 25	
Meldorf	Schlesw.-Holstein	1 10	60	
Memel	Ostprussen	10 50	5 30	3447
Metz	Lothringen	6 95	3 75	
Minsk	Russland	10 15	6 90	
Miskolcz	Ungarn	9 70	5 80	
Mogilno	Posen	6 00	3 00	
Moskau	Russland	12 10	8 85	
Mülhausen i. E.	Elsass	7 80	4 95	
München	Bayern	7 30	4 95	
Myslowitz	Schlesien	7 75	3 90	
Nakel	Posen	5 75	2 90	
Nassau	Prov. H.-Nassau	5 40	2 70	

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	From		III. Class.	IV. Class.
	Naugard	Pommern	4 45	2 40
	Netzthal	Posen	5 55	2 80
	Neustadt a. H.	Pfalz	6 05	3 25
	Nürnberg	Bayern	5 85	3 50
	Oberndorf	Württemberg	7 30	4 45
	Obornik	Posen	5 55	2 80
	Oderberg	Oesterr.-Schlesien	7 75	3 90
	Odessa	Russland	13 40	9 55
	Oldenburg	Oldenburg	1 55	90
	Oletzko (Marggrabowa)	Ostpreussen	9 75	4 90
3449	Olmütz	Mähren	7 10	4 15
	Oppeln	Schlesien	6 75	3 35
	Osterode	Ostpreussen	7 60	3 80
	Ostrowo	Posen	6 35	3 20
	Oswieczim	Galizien	7 95	4 00
	Ottlotschin (Hamburg-American Line Passenger Station)	Russo-German frontier	6 60	3 30
	Pardubitz	Böhmen	6 35	3 90
	Passau	Bayern	7 35	4 90
	Pilsen	Böhmen	6 10	3 70
	Pirmasens	Pfalz	6 65	3 85
	Pisek	Böhmen	6 60	4 10
3450	Plauen i. V.	Königr. Sachsen	4 80	2 45
	Podwoloczyska	Galizien	10 55	6 70
	Posen	Posen	5 30	2 65
	Prag	Böhmen	5 90	3 35
	Prenzlau	Brandenburg	3 70	1 85
	Pr. Stargard	Westpreussen	6 65	3 35
	Prostken (Hamburg-American Line Passenger Station)	Russo-German frontier	9 65	4 85
	Pyrmont	Waldeck	2 45	1 25
	Ratibor	Schlesien	7 45	3 75
	Regensburg	Bayern	6 40	4 00

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From		III. Class.	IV. Class.	
Rendsburg	Schlesw.-Holstein	1 15	60	
Reutlingen	Württemberg	7 00	4 20	
Riga	Russland	12 50	7 55	
Rogasen	Posen	5 45	2 75	
Rosenberg	Westpreussen	7 50	3 80	
Rostock	Meckl.-Schwerin	2 10	1 10	
Rottweil	Württemberg	7 45	4 60	
Saaz	Böhmen	5 40	2 85	
St. Gallen	Schweiz	8 75	6 00	
St. Petersburg	Russland	11 70	8 50	
Salzburg	Oesterreich	8 55	6 20	3452
Saratow	Russland	13 45	10 20	
Schaffhausen	Schweiz	8 10	5 35	
Schneidemühl	Posen	5 15	2 60	
Schönsee	Westpreussen	6 75	3 35	
Sedletz-Kuttenberg	Böhmen	6 00	3 60	
Solingen	Rheinprovinz	4 00	2 00	
Smolensk	Russland	11 10	7 80	
Solothurn	Schweiz	8 65	6 00	
Stallupönen	Ostpreussen	9 80	4 90	
Starguard i. P.	Pommern	4 20	2 15	
Stettin	Pommern	3 85	1 95	
Stolp	Pommern	6 15	3 10	
Stralsund	Pommern	2 80	1 45	3453
Strassburg i. E.	Elsass	6 95	4 10	
Strassburg	Westpreussen	7 20	3 60	
Stuttgart	Württemberg	6 55	3 70	
Tabor	Böhmen	6 45	3 90	
Tarnow	Galizien	8 50	4 65	
Tarnopol	Galizien	10 35	6 50	
Tauroggen (book from Tilsit)	Russland	9 80	4 90	
Taus	Böhmen	6 40	4 05	
Teplitz	Böhmen	5 35	2 80	
Teschen	Oesterr.-Schlesien	7 95	4 05	
Thorn	Westpreussen	6 45	3 25	

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	From		III. Class.	IV. Class.
	Thun (Cant. Bern)	Schweiz	9 30	6 65
	Tilsit	Ostpreussen	9 65	4 80
	Tingleff	Schlesw.-Holstein	1 95	1 00
	Tondern	Schlesw.-Holstein	2 10	1 05
	Trient	Tyrol	10 30	7 95
	Triest	Oesterreich	10 25	7 90
	Tuchel	Westpreussen	6 20	3 10
	Ulm	Württemberg	6 85	4 50
	Varel	Oldenburg	1 85	1 10
	Villach	Kärnthen	8 60	6 25
3455	Villingen	Baden	7 45	4 75
	Wald (Ct. Zürich)	Schweiz	8 80	6 05
	Waldenburg (Cant. Basel)	Schweiz	8 20	5 60
	Waren	Meckl.-Schwerin	2 20	1 10
	Warschau	Russland	8 10	4 85
	Weimar	Sachsen-Weimar	4 05	2 05
	Weisskirchen	Mähren	7 40	4 15
	Wien	Oesterreich	7 25	4 65
	Wilna	Russland	11 20	6 25
	Wirballen	Russland	9 90	4 95
	Wismar	Meckl.-Schwerin	1 45	80
	Wolgast	Pommern	3 45	1 80
	Wongrowitz	Posen	5 60	2 80
3456	Worms	Rheinhessen	5 90	2 95
	Würzburg	Bayern	5 05	2 70
	Yverdon (Canton Waadt)	Schweiz	9 40	6 80
	Zerbst	Anhalt	2 80	1 40
	Zittau	Königr. Sachsen	5 20	2 55
	Znaim	Mähren	7 25	4 95
	Zürich	Schweiz	8 60	5 85
	Zug	Schweiz	8 90	6 10
	Zwickau	Königr. Sachsen	4 50	2 30

Petitioner's Exhibit 203 for Identification 3457

RAILWAY FARES TO HAVRE.

From			III. Class.	
Aarau	Schweiz	Switzerland	6 50	
Aathal	Schweiz	Switzerland	7 25	
Aigle	Schweiz	Switzerland	6 30	
Altstetten	Schweiz	Switzerland	7 00	
Altdorf	Schweiz	Switzerland	7 90	
Altkirch	Elsass	Alsace	5 95	
Alt Münsterol	Elsass	Alsace	5 85	
Amanweiler	Lothringen	Lorraine	5 45	
Amrisweil	Schweiz	Switzerland	7 75	
Augst	Schweiz	Switzerland	6 15	3458
Annweiler	Bayern	Bavaria	6 50	
Antwerp	Belgien	Belgium	5 85	
Ars a/Mosel	Lothringen	Lorraine	5 50	
Arzweiler	Lothringen	Lorraine	5 70	
Auvernier	Schweiz	Switzerland	5 85	
Avignon	Frankreich	France	8 35	
Avricourt	Frankreich	France	5 40	
Azoudange	Lothringen	Lorraine	5 50	
Baden	Schweiz	Switzerland	6 70	
Barr	Elsass	Alsace	6 25	
Basel (Central)	Schweiz	Switzerland	6 40	
Bauma	Schweiz	Switzerland	7 55	
Belfort	Frankreich	France	5 80	3459
Benfeld	Elsass	Alsace	6 45	
Beningen	Lothringen	Lorraine	6 10	
Bennweier	Elsass	Alsace	6 55	
Bern	Schweiz	Switzerland	6 35	
Biebermühle	Bayern	Bavaria	6 20	
Bienne	Schweiz	Switzerland	6 05	
Bierbach	Bayern	Bavaria	5 95	
Bingerbrück	Rheinprov	Rhenish Prus	5 90	
Birkenfeld	Birkenfeld	Birkenfeld	7 00	
Birrfeld	Schweiz	Switzerland	6 65	
Bischweiler	Elsass	Alsace	6 25	
Bitschweiler	Elsass	Alsace	6 35	
Bitsch	Lothringen	Lorraine	6 40	

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	Bollweiler	Elsass	Alsace	6 30
	Bonstetten	Schweiz	Switzerland	7 15
	Bordeaux	Frankreich	France	6 70
	Brigue	Schweiz	Switzerland	7 25
	Brugg	Schweiz	Switzerland	6 60
	Bruggen	Schweiz	Switzerland	7 80
	Brumath	Elsass	Alsace	6 05
	Bruxelles	Belgien	Belgium	5 10
	Buchsweiler	Elsass	Alsace	6 00
	Buehl	Elsass	Alsace	6 35
	Burglen	Schweiz	Switzerland	7 60
	Burier	Schweiz	Switzerland	6 10
3461	Calw	Württemberg	Wurtemberg	7 55
	Cannstadt	Württemberg	Wurtemberg	7 95
	Carlsruhe	Baden	Bade	6 95
	Carspach	Elsass	Alsace	6 10
	Chalons s/Saone	Frankreich	France	5 75
	Cham	Schweiz	Switzerland	7 40
	Chaux de Fonds	Schweiz	Switzerland	6 20
	Chavornay	Schweiz	Switzerland	6 25
	Chiasso	Schweiz	Switzerland	10 20
	Chur	Schweiz	Switzerland	7 60
	Clarens	Schweiz	Switzerland	6 10
	Coire	Schweiz	Switzerland	8 20
	Colmar	Elsass	Alsace	6 50
3462	Concise	Schweiz	Switzerland	6 05
	Constance	Schweiz	Switzerland	7 85
	Coppet	Schweiz	Switzerland	6 75
	Cossonnay	Schweiz	Switzerland	5 80
	Cottens	Schweiz	Switzerland	6 35
	Courcelles	Lothringen	Lorraine	5 70
	Cousset	Schweiz	Switzerland	6 55
	Cully	Schweiz	Switzerland	5 95
	Crailsheim	Württemberg	Wurtemberg	8 45
	Dambach	Elsass	Alsace	6 35
	Dammerkirch	Elsass	Alsace	5 90
	Delèmont	Schweiz	Switzerland	6 00

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Dettweiler	Elsass	Alsace	5 90	
Diedenhofen	Lothringen	Lorraine	5 85	
Dieuze	Lothringen	Lorraine	5 60	
Dornach	Elsass	Alsace	6 15	
Ebersheim	Elsass	Alsace	6 75	
Ebingen	Württemberg	Wurtemberg	7 80	
Effretikon	Schweiz	Switzerland	7 15	
Egisheim	Elsass	Alsace	6 45	
Elgg	Schweiz	Switzerland	7 35	
Erlen	Schweiz	Switzerland	7 70	
Erstein	Elsass	Alsace	6 40	
Esslingen	Württemberg	Wurtemberg	8 05	
Estavayer	Schweiz	Switzerland	6 65	3464
Etzweilen	Schweiz	Switzerland	7 55	
Evionnaz	Schweiz	Switzerland	6 35	
Falkenberg	Lothringen	Lorraine	5 90	
Fegersheim	Elsass	Alsace	6 95	
Fentsch	Lothringen	Lorraine	6 00	
Flamatt	Schweiz	Switzerland	6 50	
Flawil	Schweiz	Switzerland	7 70	
Forbach	Lothringen	Lorraine	6 15	
Frauenfeld	Schweiz	Switzerland	7 40	
Freudenstadt	Württemberg	Wurtemberg	7 20	
Fribourg	Schweiz	Switzerland	6 35	
Gebweiler	Elsass	Alsace	6 35	
Geislingen	Württemberg	Wurtemberg	8 45	3465
Genf (Genève)	Schweiz	Switzerland	6 60	
Gisikon	Schweiz	Switzerland	7 50	
Glarus	Schweiz	Switzerland	7 65	
Gorgier	Schweiz	Switzerland	5 95	
Gossau	Schweiz	Switzerland	7 75	
Goschenen	Schweiz	Switzerland	8 15	
Grandson	Schweiz	Switzerland	6 10	
Grandvaux	Schweiz	Switzerland	5 95	
Grolley	Schweiz	Switzerland	6 45	
Gross-Hettingen	Lothringen	Lorraine	5 90	
Gümlingen	Schweiz	Switzerland	6 45	

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	Günsbach	Elsass	Alsace	6 65
	Guenzburg	Bayern	Bavaria	8 90
	Habsheim	Elsass	Alsace	6 20
	Hagenau	Elsass	Alsace	6 35
	Hambach	Elsass	Alsace	6 00
	Hayingen	Elsass	Alsace	5 75
	Heilbronn	Württemberg	Wurtemberg	7 70
	Herlisheim	Elsass	Alsace	6 45
	Herzogenbuchsee	Schweiz	Switzerland	6 80
	Hirsingen	Elsass	Alsace	6 05
	Hochfelden	Elsass	Alsace	6 00
	Hofen	Elsass	Alsace	6 50
3467	Horgen	Schweiz	Switzerland	7 15
	Hunspach	Elsass	Alsace	6 55
	Illfurt	Elsass	Alsace	6 05
	Innsbruck	Tyrol	Tyrol	9 35
	Kemptthal	Schweiz	Switzerland	7 15
	Kestenholz	Elsass	Alsace	6 75
	Kirn	Rhein Prov	Rhenish Prus	7 35
	Kreuznach	Rhein Prov	Rhenish Prus	7 75
	Knonau	Schweiz	Switzerland	7 30
	Lachen	Schweiz	Switzerland	7 35
	Landau	Bayern	Bavaria	6 60
	Landquart	Schweiz	Switzerland	8 10
	Langnau	Schweiz	Switzerland	6 75
3468	Lausanne	Schweiz	Switzerland	5 85
	Leberau	Elsass	Alsace	6 80
	Le Locle	Schweiz	Switzerland	6 35
	Lemberg	Lothringen	Lorraine	6 55
	Les Verrières-Suisses	Schweiz	Switzerland	5 50
	Liège (Lüttich)	Belgien	Belgium	4 60
	Linthal	Schweiz	Switzerland	7 85
	Locarno	Schweiz	Switzerland	9 70
	Louèche	Schweiz	Switzerland	7 00
	Ludwigsburg	Württemburg	Wurtemberg	8 00
	Lugano	Schweiz	Switzerland	9 95
	Lutry	Schweiz	Switzerland	5 95

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Lutterbach	Elsass	Alsace	6 20	
Luetzelburg	Lothringen	Lorraine	5 75	
Luxemburg	Luxemburg	Luxemburg	6 15	
Lucerne	Schweiz	Switzerland	7 65	
Lyon (Vaise)	Frankreich	France	7 00	
Lyss	Schweiz	Switzerland	6 45	
Maizières	Lothringen	Lorraine	5 70	
Marienfeld	Schweiz	Switzerland	8 05	
Marienheim	Elsass	Alsace	6 00	
Marienthal	Elsass	Alsace	6 30	
Markirch	Elsass	Alsace	6 75	
Marseilles	Frankreich	France	8 35	3470
Martigny	Schweiz	Switzerland	6 45	
Masmünster	Elsass	Alsace	6 50	
Merzheim	Elsass	Alsace	6 35	
Metz	Lothringen	Lorraine	5 55	
Molsheim	Elsass	Alsace	6 10	
Montiers	Schweiz	Switzerland	6 15	
Montpellier	Frankreich	France	10 35	
Mörchingen	Lothringen	Lorraine	5 80	
Morges	Schweiz	Switzerland	6 00	
Mülhausen	Elsass	Alsace	6 15	
Müllheim	Schweiz	Switzerland	7 50	
Mönchen	Bayern	Bavaria	10 00	
Münster	Elsass	Alsace	6 65	
Münster a/Stein	Rhein. Prov	Rhenish Prus	7 70	3471
Mumpf	Schweiz	Switzerland	6 30	
Mutzig	Elsass	Alsace	6 15	
Nancy	Frankreich	France	5 40	
Neubreisach	Elsass	Alsace	6 65	
Neufchâtel	Schweiz	Switzerland	5 75	
Neuveville	Schweiz	Switzerland	6 50	
Neuweiler	Elsass	Alsace	5 95	
Neyruz	Schweiz	Switzerland	6 45	
Niederbronn	Elsass	Alsace	6 50	
Novéant	Lothringen	Lorraine	5 15	
Nyon	Schweiz	Switzerland	6 85	

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	Oberehnheim	Elsass	Alsace	6 20
	Oerlikon	Schweiz	Switzerland	7 00
	Orleans	Frankreich	France	3 20
	Oron	Schweiz	Switzerland	6 10
	Ostheim	Elsass	Alsace	6 55
	Palèzieux	Schweiz	Switzerland	6 10
	Pange	Lothringen	Lorraine	5 70
	Pagny	Frankreich	France	5 40
	Payerne	Schweiz	Switzerland	6 55
	Pfaffikon	Schweiz	Switzerland	7 15
	Pforzheim	Baden	Bade	7 25
	Plochingen	Württemberg	Wurtemberg	8 15
3473	Pontarlier	Frankreich	France	5 30
	Pratteln	Schweiz	Switzerland	6 10
	Ragatz	Schweiz	Switzerland	8 00
	Rapperswyl	Schweiz	Switzerland	7 35
	Rappoltsweiler	Elsass	Alsace	6 60
	Reichshofen	Elsass	Alsace	6 50
	Remilly	Lothringen	Lorraine	5 75
	Renens	Schweiz	Switzerland	5 90
	Reutlingen	Württemberg	Wurtemberg	7 95
	Rheinfelden	Schweiz	Switzerland	6 15
	Richterswyl	Schweiz	Switzerland	7 25
	Rieding	Lothringen	Lorraine	5 65
	Rixheim	Elsass	Alsace	6 20
3474	Rixingen	Lothringen	Lorraine	5 45
	Roche	Schweiz	Switzerland	6 20
	Rohrbach	Lothringen	Lorraine	6 45
	Rolle	Schweiz	Switzerland	6 95
	Romanshorn	Schweiz	Switzerland	7 80
	Romont	Schweiz	Switzerland	6 30
	Rosheim	Elsass	Alsace	6 15
	Rothkreuz	Schweiz	Switzerland	7 45
	Rottweil	Württemberg	Wurtemberg	7 55
	Rufach	Elsass	Alsace	6 40
	Ruti-Glaris	Schweiz	Switzerland	7 30
	Saaralben	Lothringen	Lorraine	5 95

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Saarburg	Lothringen	Lorraine	5 60	
Saargemünd	Lothringen	Lorraine	6 05	
Saar-Union	Lothringen	Lorraine	5 85	
Saland	Schweiz	Switzerland	7 50	
Sargans	Schweiz	Switzerland	7 95	
Schaffhausen	Schweiz	Switzerland	6 50	
Schirmeck	Elsass	Alsace	6 30	
Schlettstadt	Elsass	Alsace	6 65	
Schwanden	Schweiz	Switzerland	7 75	
Selz	Elsass	Alsace	6 60	
Sennhof	Schweiz	Switzerland	7 35	
Sentheim	Elsass	Alsace	6 40	3476
Siegmaringen	Hohezollern	Hohenzollern	8 10	
Sierenz	Elsass	Alsace	6 30	
Sirnach	Schweiz	Switzerland	7 50	
Sion	Schweiz	Switzerland	6 70	
Soleure	Schweiz	Switzerland	6 65	
Sonceboz	Schweiz	Switzerland	6 40	
St. Amarin	Elsass	Alsace	6 40	
St. Avold	Lothringen	Lorraine	6 00	
Steg	Schweiz	Switzerland	7 60	
Steinburg	Elsass	Alsace	5 90	
Stein-Säckingen	Schweiz	Switzerland	6 30	
St. Gallen	Schweiz	Switzerland	7 85	
St. Ingbert	Bayern	Bavaria	5 85	
St. Ludwig	Elsass	Alsace	6 35	3477
St. Maurice	Schweiz	Switzerland	6 30	
Strassburg	Elsass	Alsace	6 20	
Stuttgart	Württemberg	Wurtemberg	7 90	
Sulgen	Schweiz	Switzerland	7 65	
Sulz Alsace	Elsass	Alsace	6 30	
Sulz a/Wald	Elsass	Alsace	6 50	
Sulzbach	Elsass	Alsace	6 05	
Tagolsheim	Elsass	Alsace	6 00	
Tavannes	Schweiz	Switzerland	6 30	
Thalwyl	Schweiz	Switzerland	7 10	
Thann	Elsass	Alsace	6 40	

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	Toulouse	Frankreich	France	8 25
	Türkheim	Elsass	Alsace	6 55
	Turgi	Schweiz	Switzerland	6 65
	Ueckingen	Lothringen	Lorraine	5 80
	Ulm	Württemberg	Wurtemberg	8 70
	Uster	Schweiz	Switzerland	7 20
	Utzwyl	Schweiz	Switzerland	7 65
	Vallorbe	Schweiz	Switzerland	5 65
	Vauderens	Schweiz	Switzerland	6 20
	Vendenheim	Elsass	Alsace	6 15
	Vernayaz	Schweiz	Switzerland	6 40
	Versoix	Schweiz	Switzerland	6 75
3479	Vevey	Schweiz	Switzerland	6 05
	Walburg	Elsass	Alsace	6 40
	Wadenswyl	Schweiz	Switzerland	7 20
	Wald	Schweiz	Switzerland	7 65
	Waldinghofen	Elsass	Alsace	6 10
	Wallisellen	Schweiz	Switzerland	7 05
	Wasen	Schweiz	Switzerland	7 60
	Weiser i/Thal	Elsass	Alsace	6 60
	Weiler Unt./Els	Elsass	Alsace	6 80
	Weilerthal	Elsass	Alsace	6 75
	Weinfelden	Schweiz	Switzerland	7 60
	Weissenburg	Elsass	Alsace	6 60
	Wesserling	Elsass	Alsace	6 40
3480	Wettingen	Schweiz	Switzerland	6 75
	Wetzikon	Schweiz	Switzerland	7 25
	Wildbad	Württemberg	Wurtemberg	7 55
	Wilkeln	Schweiz	Switzerland	7 80
	Winterthur	Schweiz	Switzerland	7 25
	Wittelsheim	Elsass	Alsace	6 25
	Wolfskirchen	Elsass	Alsace	5 80
	Wyl	Schweiz	Switzerland	7 55
	Yverdon	Schweiz	Switzerland	6 85
	Zabern	Elsass	Alsace	5 85
	Zell	Schweiz	Switzerland	7 40
	Ziegelbrücke	Schweiz	Switzerland	7 55
	Zizers	Schweiz	Switzerland	8 15
	Zillisheim	Elsass	Alsace	6 05
	Zug	Schweiz	Switzerland	7 35
	Zürich	Schweiz	Switzerland	6 95

Petitioner's Exhibit 203 for Identification 3481

RAILWAY FARES TO BOULONGE-SUR-MER.

From		III. Class.	
Basel	Schweiz	6 20	
Belfort	Frankreich	5 55	
Bern	Schweiz	7 45	
Biel	Schweiz	7 10	
Bordeaux	Frankreich	7 25	
Bregenz	Schweiz	7 95	
Chur	Schweiz	8 25	
Courtrai	Belgien	2 00	
Delemont	Schweiz	6 25	3482
Geneva (Genf)	Schweiz	6 45	
Havre	Frankreich	3 95	
Innsbruck	Tyrol	9 05	
Konstanz	Baden	7 65	
Lausanne	Schweiz	8 10	
Lille	Frankreich	90	
Luzern	Schweiz	7 20	
Marseille	Frankreich	8 30	
Nancy	Frankreich	4 90	
Neuchatel	Schweiz	7 40	
Paris	Frankreich	1 80	
Pontarlier	Frankreich	4 25	
St. Gallen	Schweiz	7 80	3483
Strassburg	Elsass-Lothringen	6 45	
Trient	Tyrol	10 85	
Zürich	Schweiz	7 10	

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EUROPEAN

RAILROAD TARIFF.

HAMBURG-AMERICAN LINE.

Hamburg-American Building,
41-45 Broadway,
New York.

1334 Walnut St., Philadelphia. | 159 Randolph St., Chicago. | 90 State St., Boston.

338 Sixth Ave. Pittsburg, Pa. | 902 Olive St. St. Louis. | 160 Powell St., San Francisco.

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APRIL, 1910.

EUROPEAN

RAILROAD RATES.

between

HAMBURG, BOULOGNE S/M
and
INLAND POINTS IN EUROPE.

To be used in connection with

3486 Steerage and Third Cabin Tickets

by the

HAMBURG-AMERICAN LINE.

Hamburg-American Building,
41-45 Broadway,
New York.

1334 Walnut St., Philadelphia. | 159 Randolph St., Chicago. | 90 State St., Boston.

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338 Sixth Ave. Pittsburg, Pa. | 902 Olive St. St. Louis. | 160 Powell St., San Francisco.

Petitioner's Exhibit 204 for Identification 3487

SPECIAL NOTICE

GALICIAN PASSENGERS

should be booked

VIA MYSLOWITZ

which is the shortest and most direct

route to and from Hamburg.

INSTRUCTIONS. 3488

All Previous European Railroad Tariffs of the Hamburg-American Line are Hereby Cancelled.

1. The within tariff contains the rates of European railroad fares between inland points in Europe and the ports of Hamburg and Boulogne s/M, and should be used only in connection with steerage and third cabin tickets by the Hamburg-American Line (Express Service and Regular Service).

2. Net Rates.—The rates contained in this tariff are NET and *no commission is allowed on them.*

3. Class.—Agent's advice should state plainly 3489 whether tickets are issued for third or fourth class. Fourth class cars are run in Germany only, and if fourth class fares are quoted from places in other countries, they include third class fare to the German frontier.

4. Third cabin passengers cannot be booked through to destination at fourth class railroad rates, these being available only for steerage passengers. Passengers who may be through-booked contrary to these instructions will have the railroad fare refunded

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to them before embarkation, and they will then have to arrange for their own rail transportation after arrival in Europe.

5. Children.—Half rates on European railroads are charged as follows: In Switzerland for children from 3 to 10 years; in France for children from 3 to 7 years; in Germany and Austria for children from 4 to 10 years. Children under 3 and 4 years of age are free.

6. Baggage.—On all German, Austrian and Russian railroads 50 lbs. of baggage are allowed free of
3491 charge on each full ticket third class; only hand baggage is carried free on fourth class tickets; on French, Swiss and Italian roads 220 lbs. (100 kilos) are allowed on each full through-ticket. Excess of weight must be paid by the passenger to the railroads at their tariff rates.

7. Information.—Passengers entitled to free European railroad fare receive all necessary information from the Company in Hamburg, or its agents.

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Rates of Fare.

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Between Hamburg and Inland Points 5-11
" Boulogne s/M and Inland Points ... 12

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RAILWAY FARES TO HAMBURG.

From		III Class	IV Class	
Aachen	Rheinprovinz	3 65	2 35	
Agram	Ungarn	10 45	8 00	
Alexandrowo	Russland	5 20	3 40	
Allenstein	Ostpreussen	6 60	4 05	
Anklam	Pommern	2 95	1 95	
Apenrade	Schlesw.-Holstein	1 70	1 10	
Arad	Ungarn	9 75	6 60	
Aschaffenburg	Bayern	3 95	2 55	
Augsburg	Bayern	5 55	3 60	3494
Aussig	Böhmen	4 10	2 85	
Bajohren (Hamburg-American Line Passenger Station)	Russo-German frontier	8 85	5 40	
Bamberg	Bayern	4 35	2 85	
Barmen	Rheinprovinz	2 95	1 90	
Basel	Schweiz	7 00	4 30	
Bayreuth	Bayern	4 50	2 95	
Belgrad	Serbien	10 00	7 90	
Bergen a. Rügen	Pommern	2 35	1 60	
Berlin Lehrt. Hbhf	Brandenburg	2 15	1 40	
Bern	Schweiz	7 70	5 40	3495
Bielitz	Oesterr. Schlesien	6 30	4 20	
Biel (Cant. Bern)	Schweiz	7 50	5 25	
Bielefeld	Westfalen	2 20	1 40	
Bingen und Bingerbräck	Hessen-Darmstadt	4 40	2 90	
Bochum	Westfalen	2 75	1 80	
Bodenbach	Böhmen	3 95	2 55	
Braunschweig	Braunschweig	1 40	90	
Bremen		90	60	
Breslau	Schlesien	4 60	3 00	
Brienz (Cant. Bern)	Schweiz	8 15	5 90	
Brody	Galizien	9 90	7 35	

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	From		III. Class	IV. Class
	Bromberg	Posen	4 65	3 00
	Brünn	Mähren	6 55	5 45
	Budapest	Ungarn	8 60	6 15
	Budweis	Böhmen	6 00	4 55
	Bukarest	Rumänien	13 05	11 40
	Burdujeni	Rumänien	10 85	8 75
	Cannstatt	Württemberg	5 50	3 45
	Caslau	Böhmen	5 25	3 85
	Cassel	Provinz Hessen	2 60	1 65
3497	Charkow	Russland	11 10	9 30
	Chemnitz	Königr. Sachsen	3 45	2 25
	Chiasso	Schweiz	10 45	8 15
	Chur (Ct. Graubünden)	Schweiz	8 70	6 10
	Coburg	S. Coburg-Gotha	4 00	2 60
	Cöln	Rheinprovinz	3 40	2 20
	Colmar	Elsass	6 20	4 05
	Constanza	Rumänien	12 60	10 50
	Cottbus	Brandenburg	3 00	1 95
	Crefeld	Rheinprovinz	3 05	1 95
	Cuxhaven		90	60
	Czernowitz	Bukowina	10 80	8 30
3498	Danzig	Westpreussen	5 60	3 65
	Darmstadt	Hessen-Darmstadt	4 15	2 70
	Demmin	Pommern	2 50	1 65
	Detmold	Lippe-Detmold	2 20	1 45
	Deutsch Eylau	Westpreussen	5 75	3 70
	Deutsch Krone	Westpreussen	4 20	2 75
	Dirschau	Westpreussen	5 35	3 50
	Dortmund	Westfalen	2 70	1 75
	Dresden	Kgr. Sachsen	3 50	2 25
	Düsseldorf	Rheinprovinz	3 10	2 00

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From		III. Class	IV. Class	
Eger	Böhmen	4 20	2 75	
Eisenach	Sachsen, W. E.	3 05	2 00	
Elberfeld	Rheinprovinz	3 00	1 95	
Elbing	Westpreussen	5 70	3 70	
Eperjes	Ungarn	7 90	5 85	
Erfurt	Prov. Sachsen	3 10	2 00	
Erlangen	Bayern	4 65	3 05	
Essen a. Ruhr	Rheinprovinz	2 80	1 80	
Eydtkuhnen (Hamburg-American Line Passenger Station)	Russo-German frontier	8 20	5 00	3500
Fiume	Ungarn	10 65	8 20	
Flensburg	Schlesw.-Holstein	1 30	85	
Frankfurt a. M	Hessen	3 95	2 55	
Frankfurt a. O	Brandenburg	2 85	1 80	
Freiburg	Baden	6 00	3 90	
Freiburg (Canton Freiburg)	Schweiz	8 00	5 70	
Friedrichshafen	Württemberg	6 55	4 35	
Fünfkirchen	Ungarn	9 65	7 70	
Fürth	Bayern	4 65	3 05	
Gelsenkirchen	Westfalen	2 75	1 75	
Gemünden	Bayern	3 70	2 40	3501
Genf	Schweiz	9 30	6 75	
Gera	Reuss J. L.	3 20	2 10	
Glarus	Schweiz	8 15	5 90	
Glogau	Schlesien	3 85	2 50	
Gnesen	Posen	4 45	2 90	
Görlitz	Schlesien	3 70	2 40	
Goszlershausen	Westpreussen	5 45	3 55	
Gotha	S. Coburg-Gotha	3 00	1 95	
Göttingen	Hannover	2 05	1 35	
Graudenz	Westpreussen	5 25	3 40	
Graz	Steiermark	9 00	7 25	

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From		III. Class	IV. Class
Greiz	Reuss ä. L	3 55	2 30
Grybow	Galizien	7 50	5 40
Güstrow	Mecklb.-Schwerin	1 45	1 00
Gumbinnen	Ostpreussen	7 45	4 80
Hadersleben	Schlesw.-Holstein	1 85	1 20
Halberstadt	Prov. Sachsen	2 15	1 40
Halle a. S	Prov. Sachsen	2 55	1 65
Hannover	Prov. Hannover	1 25	80
Heidelberg	Baden	4 60	3 00
3503 Heilbronn	Württemberg	4 90	3 15
Herrmannstadt	Ungarn	10 65	8 20
Hildesheim	Hannover	1 45	95
Hirschberg	Schlesien	4 25	2 80
Hof	Bayern	4 05	2 65
Hohensalza	Posen	4 85	3 15
Holzminden	Braunschweig	2 15	1 40
Iglau	Mähren	5 65	4 25
Iglo	Ungarn	7 75	5 65
Illowo (Hamburg-American Line Passenger Station)	Russo-German frontier	6 55	4 00
Ingolstadt	Bayern	5 40	3 55
3504 Innsbruck	Tyrol	8 00	5 05
Inowrazlaw	Posen	4 85	3 15
Insterburg (Hamburg-American Line Passenger Station)	Russo-German frontier	7 75	4 70
Itzehoe	Schlesw.-Holstein	55	35
Itzkany	Rumänien	10 75	8 65
Jägerndorf	Oesterr.-Schlesien	5 65	3 75
Jaroslau	Galizien	7 95	5 90
Jarotschin	Posen	4 55	3 00
Jaslo	Galizien	7 80	5 75
Jassy	Rumänien	12 55	10 10

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From		III. Class	IV. Class	
Karlsbad	Böhmen	4 35	3 00	
Karlsruhe	Baden	5 05	3 25	
Karlstadt	Ungarn	10 65	8 20	
Kaschau	Ungarn	8 35	5 85	
Kempen	Posen	5 15	3 35	
Kiel	Schlesw.-Holstein	80	55	
Kiew	Russland	10 00	8 15	
Königsberg	Ostpreussen	6 55	4 25	
Koeslin	Pommern	4 15	2 75	
Kolberg	Pommern	4 15	2 70	
Kolin	Böhmen	5 10	3 70	3506
Kolmar	Posen	4 20	2 70	
Konitz	Westpreussen	4 60	3 00	
Kowno	Russland	8 45	5 75	
Kraukau	Galizien	6 85	4 40	
Kreuz	Westpreussen	3 60	2 35	
Krompach	Ungarn	7 90	5 85	
Krotoschin	Posen	4 55	3 00	
Kulmbach	Bayern	4 25	2 75	
Kursk	Russland	10 85	9 05	
Laibach	Krain	9 45	7 70	
Lauenburg	Pommern	5 05	3 30	
Lausanne	Schweiz	8 65	6 25	
Leipzig	Königr.-Sachsen	2 80	1 85	3507
Leitomischl	Böhmen	5 90	4 50	
Lemberg	Galizien	9 30	6 80	
Libau	Russland	10 40	7 70	
Liegnitz	Schlesien	4 15	2 70	
Ludwigshafen a. Rh	Pfalz	4 60	3 00	
Ludwigslust	Meckl.-Schwerin	90	60	
Lübeck		50	35	
Luxemburg		5 05	3 30	
Luzern	Schweiz	7 60	5 30	

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From		III. Class	IV. Class
Magdeburg	Provinz Sachsen	1 90	1 20
Mainz	Hess.-Darmstadt	4 20	2 75
Mannheim	Baden	4 55	2 95
Marburg	Hessen	3 35	2 15
Marggrabova (Oletzko)	Ostpreussen	7 65	4 95
Margitfalu	Ungarn	7 90	5 85
Marienburg	Westpreussen	5 50	3 60
Marienwerder	Westpreussen	5 45	3 55
Meerane	Konigr.-Sachsen	3 30	2 15
Meiningen	Sachs.-Meiningen	3 50	2 30
3509 Memel	Ostpreussen	8 20	5 30
Metz	Lothringen	5 45	3 55
Minsk	Russland	9 15	7 30
Miskolcz	Ungarn	8 75	6 25
Mogilno	Posen	4 65	3 05
Moskau	Russland	11 00	9 20
Mülhausen i. E	Elsass	6 50	4 25
München	Bayern	6 00	3 90
Münster	Westfalen	2 15	1 40
Myslowitz (Hamburg-American Line Passenger Station)	Schlesien	6 35	3 90
3510 Nakel	Posen	4 45	2 90
Nassau	Prov. H.-Nassau	4 20	2 75
Netzthal	Posen	4 30	2 80
Neustettin	Pommern	4 15	2 75
Neumünster	Schlesw.-Holstein	60	40
Neustadt a. H	Pfalz	4 80	3 15
Nürnberg	Bayern	4 70	3 05
Oberhausen	Rheinprovinz	2 85	1 85
Oberndorf	Württemberg	5 90	3 95
Obornik	Posen	4 30	2 80
Oderberg	Oesterr.-Schlesien	6 35	3 90

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From		III. Class	IV. Class	
Odessa	Russland	10 70	8 85	
Ogulin	Ungarn	10 15	8 20	
Oldenburg	Oldenburg	1 25	80	
Olmütz	Mähren	6 50	4 75	
Oppeln	Schlesien	5 20	3 40	
Orlo	Ungarn	8 15	6 05	
Orsova	Ungarn	10 15	8 20	
Osnabrück	Hannover	1 80	1 15	
Osterode	Ostpreussen	5 95	3 85	
Ostrowo (Hamburg-American Line Passenger Station)	Russo-German Frontier	4 75	3 10	3512
Oswieczim	Galizien	6 55	4 00	
Ottlotschin (Hamburg-American Line Passenger Station)	Russo-German frontier	5 15	3 35	
Pardubitz	Böhmen	5 40	4 05	
Passau	Bayern	6 35	4 15	
Pforzheim	Baden	5 25	3 40	
Pilsen	Böhmen	5 00	3 55	
Pirmasens	Pfalz	5 40	3 50	
Pisek	Böhmen	5 75	4 25	
Plauen i. V	Königr. Sachsen	3 70	2 40	3513
Podwoloczyska	Galizien	10 50	7 95	
Poprad Felka	Ungarn	7 50	5 45	
Posen (Hamburg-American Line Passenger Station)	Russo-German Frontier	4 35	2 65	
Prag	Böhmen	5 15	3 50	
Prenzlau	Brandenburg	2 80	1 85	
Pr. Stargard	Westpreussen	5 20	3 35	
Prostken (Hamburg-American Line Passenger Station)	Russo-German frontier	8 05	4 90	

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From		III. Class	IV. Class
Przemysl	Galizien	8 40	6 10
Pyrmont	Waldeck	1 90	1 25
Ratibor	Schlesien	5 75	3 75
Regensburg	Bayern	5 40	3 50
Reichenbach, i. V.	Sachsen	3 50	2 30
Rendsburg	Schlesw.-Holstein	85	55
Reutlingen	Württemberg	5 90	3 75
Riga	Russland	10 65	7 90
Rogasen	Posen	4 35	2 85
Rostock	Meckl.-Schwerin	1 60	1 10
3515			
Saarbrücken	Rheinprovinz	5 35	3 50
Saaz	Böhmen	4 40	3 00
St. Gallen	Schweiz	7 80	4 85
St. Petersburg	Russland	11 85	9 15
Salzburg	Oesterreich	7 10	4 65
Sanok	Galizien	8 65	6 15
Saratow	Russland	12 50	10 75
Schaffhausen	Schweiz	6 75	4 40
Schneidemühl	Posen	4 00	2 60
Schönsee	Westpreussen	5 25	3 40
Schwerin	Meckl.-Schwerin	1 00	65
Sedletz-Kuttenberg	Böhmen	5 20	3 80
3516 Solingen	Rheinprovinz	3 15	2 05
Smolensk	Russland	10 00	8 15
Solothurn	Schweiz	7 30	5 05
Speyer	Pfalz	4 75	3 10
Stallupönen	Ostpreussen	7 65	4 95
Stargard i. P.	Pommern	3 15	2 10
Stendal	Provinz Sachsen	1 45	1 00
Stettin	Pommern	2 90	1 95
Stolp	Pommern	4 60	3 05
Stralsund	Pommern	2 15	1 45
Strasburg i. E.	Elsass	5 75	3 75
Strasburg	Westpreussen	5 65	3 65

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From		III. Class	IV. Class	
Stuttgart	Württemberg	5 85	3 60	
Szegedin	Ungarn	9 35	7 30	
Szolnok	Ungarn	8 35	6 40	
Tabor	Böhmen	5 65	4 30	
Tarnow	Galizien	7 45	4 95	
Tarnopol	Galizien	10 15	7 65	
Tauroggen	Russland	7 70	5 00	
Taus	Böhmen	5 45	4 00	
Temesvar Jozsefvaros	Ungarn	9 15	6 60	
Teplitz	Böhmen	4 25	2 90	3518
Teschen	Oesterr.-Schlesien	6 15	4 10	
Tetschen	Böhmen	3 95	2 55	
Thorn	Westpreusen	5 40	3 30	
Thun (Cant. Bern)	Schweiz	7 85	5 55	
Tilsit	Russo-German Frontier	7 50	4 85	
(Hamburg-American Line Passenger Station)				
Tingleff	Schlesw.-Holstein	1 50	1 00	
Tondern	Schlesw.-Holstein	1 60	1 05	
Trient	Tyrol	9 05	6 75	
Triest	Oesterreich	9 85	8 10	
Tuchel	Westpreussen	4 85	3 15	3519
Tübingen	Württemberg	6 00	3 85	
Uelzen	Hannover	65	45	
Ulm	Württemberg	5 80	3 80	
Ungvar	Ungarn	8 35	6 65	
Villach	Kärnthen	8 60	6 15	
Villingen	Baden	6 15	4 00	
Wald (Ct. Zürich)	Schweiz	7 50	5 15	
Waldenburg (Cant. Basel)	Schweiz	6 90	4 65	
Warschau	Russland	6 80	5 00	
Weimar	Sachsen-Weimar	3 20	2 05	
Weisskirchen	Mähren	6 45	4 40	

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From		III. Class	IV. Class
Wien	Oesterreich	8 85	5 90
Wilna	Russland	9 15	6 45
Wirballen	Russland	7 75	5 00
Wismar	Meckl.-Schwerin	1 15	80
Wolgast	Pommern	2 65	1 75
Wongrowitz	Posen	4 50	2 95
Worms	Rheinhessen	4 40	2 90
Würzburg	Bayern	3 95	2 60
Yverdon (Canton Waadt)	Schweiz	8 15	5 90

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Zerbst	Anhalt	2 20	1 45
Zittau	Königr. Sachsen	3 95	2 55
Znaim	Mähren	6 55	5 15
Zombor	Ungarn	9 75	7 70
Zsomzolya	Ungarn	9 75	7 80
Zürich	Schweiz	7 50	5 05
Zug	Schweiz	7 45	5 20
Zwickau	Königr.-Sachsen	3 45	2 25

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RAILWAY FARE TO BOULOGNE-SUR-MER.

From		III. Class	
Basel	Schweiz	6 20	
Belfort	Frankreich	5 55	
Bern	Schweiz	7 45	
Biel	Schweiz	7 10	
Bordeaux	Frankreich	7 25	
Bregenz	Oesterreich	7 95	
Chur	Schweiz	8 25	
Courtrai	Belgien	2 00	
Delemont	Schweiz	6 25	3524
Geneva (Genf)	Schweiz	6 45	
Havre	Frankreich	3 95	
Innsbruck	Tyrol	9 05	
Konstanz	Baden	7 65	
Lausanne	Schweiz	8 10	
Lille	Frankreich	90	
Luzern	Schweiz	7 20	
Marseille	Frankreich	8 30	
Nancy	Frankreich	4 90	
Neuchatel	Schweiz	7 40	
Paris	Frankreich	1 80	
Pontarlier	Frankreich	4 25	
St. Gallen	Schweiz	7 80	3525
Strassburg	Elsass-Lothringen	6 45	
Trient	Tyrol	10 85	
Zürich	Schweiz	7 10	

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European Railroad tariff of July 1911, published by the Holland-America Line.

EUROPEAN

RAILROAD TARIFF

July 1911

N. A. S. M.

HOLLAND-AMERICA LINE

3527 General Passenger Agencies in America:

New York City	39 Broadway
Chicago, Ill.	145 North Dearborn Street
Boston, Mass.	84 State Street
St. Louis, Mo.	Corner 9th and Locust Streets
San Francisco, Cal.	319 Geary Street
Minneapolis, Minn.	121 So. Third Street
New Orleans, La.	219 St. Charles Street
Montreal, Canada	286 St. James Street
Toronto, Ont.	Cor. Adelaide and Toronto Streets

IMPORTANT NOTICE

3528 Through Booking of Third Class Outward Passengers to Russia, Austria, Hungary, etc.

To meet the requirements of recent regulations enacted by the German Government, the attention of agents is called to the necessity of booking all outward third class passengers passing through the German Empire to their destination in Russia, Austria, Hungary, etc., either to one of the following stations: Bajohren, Eydtkuhnen, Illowo, Insterburg, Myslowitz, Oderberg, Oswiecim, Ostrowo, Ottlotschin, Posen, Prostken, Ratibor, Tilsit and Thorn, or to such points,

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quoted in our European Inland Tariff and not situated in Germany, which are nearest to passengers' final destination.

HOLLAND AMERICA LINE

July 1st 1911.

GENERAL REMARKS.

ALL PREVIOUS ISSUES OF EUROPEAN INLAND TARIFFS OF THE HOLLAND-AMERICA LINE ARE HEREBY CANCELLED.

3530

1. The rates to and from European Inland Points quoted in this tariff which cover transportation by regular trains (not by fast trains) are to be applied only in connection with third class ocean tickets issued to or from Rotterdam or Boulogne-sur-Mer.

2. These rates are net and no commission is allowed on them.

3. Fourth class railroad accommodation is in use in part of Germany only. If a certain point cannot be reached over the entire route in the fourth class, our fourth class rates will be found to include third class rail transportation for the part of the journey where 3531
there is no fourth class in existence.

4. The boat rates quoted in this tariff entitle passengers to transportation by Rhineboat to a point nearest to destination; from there cheapest rail transportation will be provided.

No tickets at boat rates should be sold between November 1st and March 31st.

5. Children. Half rates on European railroads are charged as follows:

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In Switzerland	children	from	3	to	12	years.
" France	"	"	3	"	12	"
" Holland, Germany and Austria	"	"	4	"	10	"
" Belgium	"	"	4	"	10	"

Children under 3 or 4 years travel free, according to country through which they travel as specified above.

6. No board is furnished on European railroads, Rhineboat or Mediterranean Steamers; passengers should provide for this themselves.

3533 7. Baggage. Passengers will receive as much baggage free as the railroads in the different European countries allow. On most of the European railroads 25 kilos or 55 lbs. per adult on third class tickets are allowed free. On fourth class tickets only handbaggage is carried free. Between Marseilles, Modane and Boulogne-sur-Mer 100 kilos (about 220 lbs.) of baggage are carried free per adult, whereas on the Rhineboat 110 lbs. per adult are allowed free. Overweight is always at passengers' expense.

8. Prepaid-passengers booked from European Inland Points should apply to one of the European offices or agencies of the Holland-America Line for travelling instructions.

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STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Agram	Kroatien (Hungary)	$ 9.40	$ 8.50	$ —	$ —
Akkrum	Friesland (Netherlands)	1.10	—	—	—
Alexandrie	Egypt	—	—	—	16.70
Alexandrowo	Warschau (Russia)	—	5.40	—	—
Allenstein	Ost Preussen	8.60	6.10	—	—
Alzey	Hessen-Darmstadt	2.90	2.15	1.85	—
Amanweiler	Elsass (Alsace)	2.20	1.95	—	—
Amsterdam	Noord-Holland (Netherlands)	0.40	—	—	—
Ansbach	Bayern (Bavaria)	4.25	3.35	3.05	—
Antwerpen	Belgie (Belgium)	0.50	—	—	—
Appingedam	Groningen (Netherlands)	1.40	—	—	—
Arad	Ungarn (Hungary)	10.85	9.90	—	—
Arnhem	Gelderland (Netherlands)	0.55	—	—	—
Aschaffenburg	Bayern (Bavaria)	3.40	2.50	2.20	—
Augsburg	Bayern (Bavaria)	5.25	4.05	3.60	—
Bacharach	Rhein-Provinz (Rhine Province)	2.55	1.95	1.75	—
Backnang	Württemberg	4.15	3.25	2.70	—
Bajohren (bei Memel)	Ost Preussen	10.55	7.45	—	—
Bamberg	Bayern (Bavaria)	4.30	3.40	3.05	—
Barcs	Ungarn (Hungary)	10.85	9.90	—	—
Barmen	Rhein-Provinz (Rhine Province)	1.50	1.25	—	—
Basel (Bâle)	Schweiz (Switzerland)	4.20	3.35	3.30	—
Batoum	Russland (Russia)	—	—	—	16.70
Bayreuth	Bayern (Bavaria)	4.75	3.85	—	—
Belfort	France	—	—	—	5.55
Belgrad	Serbien	11.15	10.25	—	—
Belovar	Kroatien (Hungary)	10.10	9.20	—	—
Belzec	Galizien (Galicia)	11.25	8.70	—	—
Beraun	Böhmen (Bohemia)	6.75	5.25	—	—
Berlin	Brandenburg	4.50	3.45	—	—
Bern	Schweiz (Switzerland)	5.30	4.40	4.35	—
Beyrouth	Syria	—	—	—	18.60

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STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Biala	Oesterr. Schlesien (Austrian Silezia)	$ 8.95	$ 6.20	$ —	$ —
Bienne (Biel)	Schweiz (Switzerland)	5.15	4.15	—	—
Bingen a/Rh.	Hessen	2.65	2.—	1.70	—
Bingerbrück	Rhein-Provinz (Rhine-Province)	2.65	2.—	1.70	—
Bochum	Westfalen	1.45	1.25	—	—
Bodenbach	Böhmen (Bohemia)	5.90	4.35	—	—
539 Bonn a/Rh	Rhein-Provinz (Rhine Province)	1.75	1.45	1.25	—
Bordeaux	France	—	—	—	6.70
Braila	Rumänien (Roumania)	13.15	12.25	—	—
Brassó	See Kronstadt	—	—	—	—
Breslau	Schlesien (Silezia)	7.—	5.—	—	—
Brody	Galizien (Galicia)	12.25	9.40	—	—
Bromberg	Posen	7.05	5.05	—	—
Brünn	Mähren (Moravia)	8.65	7.10	—	—
Bucarest	Rumänien (Roumania)	12.60	11.70	—	—
Budapest	Ungarn (Hungary)	9.20	8.30	—	—
Budweis	Böhmen (Bohemia)	6.75	5.90	—	—
540 Cannstadt	Württemberg	4.15	3.20	2.75	—
Caslau	Böhmen (Bohemia)	7.15	5.60	—	—
Cassel	Hessen-Nassau	3.10	2.30	—	—
Chemnitz	Sachsen (Saxony)	5.15	3.85	—	—
Chiasso	Schweiz (Switzerland)	8.—	6.95	—	—
Chur	Schweiz (Switzerland)	6.30	5.40	—	—
Coblenz	Rhein-Provinz (Rhine-Province)	2.20	1.70	1.50	—
Colmar	Elsass (Alsace)	3.65	2.95	—	—
Cologne (Cöln a/Rh.)	Rhein-Provinz (Rhine-Province)	1.50	1.25	1.10	—
Constantinople	Turkey	—	—	—	14.80
Crefeld	Rhein-Provinz (Rhine-Province)	1.10	1.—	—	—

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STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Csacza	Ungarn (Hungary)	—	6.20	—	—
Czernowitz	Bukowina (Austria)	13.—	10.35	—	—
Czortkow	Galizien (Galicia)	13.10	10.55	—	—
Danzig	Westpreussen	7.95	5.70	—	—
Darmstadt	Hessen-Nassau	3.15	2.30	1.95	—
Debreczin	Ungarn (Hungary)	10.65	9.60	—	—
Délémont	Schweiz (Switzerland)	4.60	3.60	—	—
Delfzijl	Groningen (Netherlands)	1.40	—	—	—
Dobricza	Ungarn (Hungary)	11.05	9.95	—	—
Dresden	Sachsen (Saxony)	5.45	4.05	—	—
Dhohobycz	Galizien (Galicia)	11.55	9.—	—	—
Dronrijp	Friesland (Netherlands)	1.20	—	—	—
Duisburg	Rhein-Provinz (Rhine-Province)	1.25	1.10	—	—
Düsseldorf	Rhein-Provinz (Rhine Province)	1.30	1.15	—	—
Eger	Böhmen (Bohemia)	$ 5.—	$ 4.15	$ —	$—
Elberfeld	Rhein-Provinz (Rhine Province)	1.55	1.30	—	—
Eperjes	Ungarn (Hungary)	10.30	7.75	—	—
Erfurt	Sachsen (Prov. Saxony)	4.35	3.10	—	—
Essen	Rhein-Provinz (Rhine Province)	1.35	1.15	—	—
Eydtkuhnen	Ost-Preussen	10.—	7.05	—	—
Fiume	Kroatien (Hungary)	9.40	8.50	—	—
Franeker	Friesland (Netherlands)	1.25	—	—	—
Frankfurt a/Main	Hessen-Nassau	3.15	2.35	2.—	—
Frankfurt a'Oder	Brandenburg	5.10	3.85	—	—
Freiburg	Baden	3.70	3.10	3.—	—
Fulda	Hessen-Nassau	3.55	2.60	2.40	—
Fünfkirchen (Pécs)	Ungarn (Hungary)	9.95	9.—	—	—
Fürth	Bayern (Bavaria)	4.30	3.40	3.05	—

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3544 *Petitioner's Exhibit 205 for Identification*

STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Galatz	Rumänien (Roumania)	13.25	12.35	—	—
Gelsenkirchen	Westfalen	1.35	1.15	—	—
Genève (Genf)	Schweiz (Switzerland)	6.60	5.75	5.65	—
Genoa (Genova)	Italy	—	—	—	9.60
Giessen	Hessen-Darmstadt	2.75	2.10	1.90	—
Graz	Steiermark (Syria)	8.45	7.55	—	—
Groningen	Groningen(Netherlands)	1.20	—	—	—
Grosswardein	Ungarn (Hungary)	10.85	9.90	—	—
3545 (Nagy Várad)					
Grijpskerk	Groningen (Netherlands)	1.30	—	—	—
Grzymalow	Galizien (Galicia)	12.60	10.05	—	—
Györ (Raab)	Ungarn (Hungary)	8.25	7.35	—	—
Hall	Württemberg	4.25	3.15	2.75	—
Hamm	Westphalen	1.80	1.45	—	—
Hannover	Hannover	2.60	2.20	—	—
Harlingen	Friesland (Netherlands)	1.30	—	—	—
'sHeer-Arendskerke	Zeeland (Netherlands)	0.60	—	—	—
Heerenveen	Friesland (Netherlands)	1.05	—	—	—
Heidelberg	Baden	3.50	2.60	2.15	—
Heilbronn	Württemberg	3.85	3.15	2.50	—
3546 Hermannstadt	Ungarn (Hungary)	11.85	10.90	—	—
(Nagy Szeben)					
's-Hertogenbosch	Noord-Brabant (Netherlands)	0.40	—	—	—
Hof	Bayern (Bavaria)	4.80	3.90	—	—
Hohensalza	Posen	7.20	5.20	—	—
Hoogeveen	Drenthe (Netherlands)	0.95	—	—	—
Hoogezand	Groningen (Netherlands)	1.30	—	—	—
Husiatyn	Galizien (Galicia)	13.10	10.60	—	—
Ierseke	Zeeland (Netherlands)	0.50	—	—	—
Iglau	Mähren (Moravia)	7.75	6.15	—	—
Illowo	Ost-Preussen	8.55	6.—	—	—
Ingolstadt	Bayern (Bavaria)	4.80	3.90	3.55	—
Innsbruck	Tyrol (Austria)	6.25	5.35	—	—
Inowrazlaw	Posen (See Hohensalza)	—	—	—	—

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STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer	
Insterburg	Ost-Preussen	9.60	6.75	—	—	
Itzkany	Bukowina (Austria)	—	10.70	—	—	
Iwaniepuste	Galizien (Galicia)	13.60	11.05	—	—	
Jablonowo	West-Preussen	7.90	5.60	—	—	
Jaffa	Syria	—	—	—	18.60	
Jaroslau	Galizien (Galicia)	10.45	7.90	—	—	
Jaslo	Galizien (Galicia)	10.30	7.80	—	—	
Jassy	Rumänien (Roumania)	14.70	12.05	—	—	3548
Kaiserslautern	Bayern (Bavaria)	2.85	2.40	2.25	—	
Karlsbad	Böhmen (Bohemia)	5.35	4.45	—	—	
Karlsruhe	Baden	3.75	2.85	2.35	—	
Karlstadt (Karolyváros)	Kroatien (Hungary)	10.65	9.70	—	—	
Karolyváros	(See Karlstadt)	—	—	—	—	
Kassa (Kaschau)	Ungarn (Hungary)	10.30	7.75	—	—	
Klausenburg (Kolozsvár)	Siebenbürgen (Hungary)	11.05	10.10	—	—	
Köln	(See Cologne)	—	—	—	—	
Kolin	Böhmen (Bohemia)	7.05	5.50	—	—	
Kolomea	Galizien (Galicia)	12.60	10.10	—	—	3549
Kolozsvár	(See Klausenburg)	—	—	—	—	
Königsberg	Ost Preussen	8.90	6.25	—	—	
Konitz	West Preussen	6.90	5.—	—	—	
Konstanz	Baden	4.30	3.65	—	—	
Körös	Ungarn (Hungary)	9.95	9.—	—	—	
Kowno	Russland (Russia)	10.65	7.65	—	—	
Krabbendijke	Zeeland (Netherlands)	0.45	—	—	—	
Krakau	Galizien (Galicia)	9.—	6.45	—	—	
Kreuznach	Rhein-Provinz (Rhine Province.)	2.75	2.05	1.75	—	
Kronstadt (Brassó)	Siebenbürgen (Hungary)	11.25	10.30	—	—	
Laibach	Krain (Austria)	8.25	7.35	—	—	
Landau i/Pf.	Bayern (Bavaria)	3.45	2.55	2.30	—	

Petitioner's Exhibit 205 for Identification

STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Lausanne	Schweiz (Switzerland)	6.15	5.25	5.20	—
Leeuwarden	Friesland (Netherlands)	1.05	—	—	—
Leipzig (Leipsic)	Kgr. Sachsen (Saxony)	4.55	3.45	—	—
Lemberg	Galizien (Galicia)	11.45	8.90	—	—
Lichtenfels	Bayern (Bavaria)	4.30	3.40	3.10	—
Lille	France	—	—	—	0.90
Lindau	Bayern (Bavaria)	5.95	4.40	3.95	—
Lippstadt	Westfalen	2.15	1.80	—	—
Ljubljana	(See Laibach)	—	—	—	—
Loppersum	Groningen (Netherlands)	1.35	—	—	—
Ludwigshafen	Bayern (Bavaria)	3.30	2.45	2.05	—
Luxemburg	'Luxemburg	1.55	—	—	—
Luzern	Schweiz (Switzerland)	5.15	4.30	4.25	—
Lyck	Ost Preussen	9.75	6.70	—	—
Maastricht	Limburg (Netherlands)	1.15	—	—	—
Mailand (Milano)	Italien (Italy)	—	—	—	9.45
Mainz (Mayence)	Hessen-Darmstadt	2.85	2.15	1.80	—
Mannheim	Baden	3.35	2.45	2.05	—
Maria Theresiopel (Szabadka)	Ungarn (Hungary)	10.35	9.40	—	—
Marseille	France	—	—	—	8.10
Memel	Ost Preussen	10.65	7.50	—	—
Metz	Lothringen (Lorraine)	2.05	1.85	—	—
Middelburg	Zeeland (Netherlands)	0.65	—	—	—
Mielec	Galizien (Galicia)	10.05	7.50	—	—
Milano	(See Mailand)	—	—	—	—
Minden	Westfalen	2.10	1.80	—	—
Minsk	Russland (Russia)	11.25	9.10	—	—
Miskolcz	Ungarn (Hungary)	10.45	8.20	—	—
Mitrovicza	Ungarn (Hungary)	11.05	10.10	—	—
Modane	France	—	—	—	6.95
Mogilno	Posen	7.05	5.10	—	—
Mohács	Ungarn (Hungary)	11.05	10.10	—	—
Moskau	Russland (Russia)	13.20	11.—	—	—
Mühlhausen	Elsass (Alsace)	4.—	3.10	—	—

Petitioner's Exhibit 205 for Identification 3553

STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer	
Mühlheim	Hessen-Darmstadt	3.20	2.35	2.05	—	
München (Munich)	Bayern (Bavaria)	5.15	4.25	3.95	—	
Munkács	Ungarn (Hungary)	11.05	8.20	—	—	
Münster	Elsass (Alsace)	3.80	3.05	3.10	—	
Myslowitz	Schlesien (Silezia)	8.50	5.85	—	—	
Nagy Kanizsa	Ungarn (Hungary)	9.40	8.50	—	—	
Nagymarton	Ungarn (Hungary)	8.05	7.10	—	—	3554
Nagy Szeben	(See Hermannstadt)	—	—	—	—	
Nagy Szombat (Tyrnau)	Ungarn (Hungary)	8.25	7.30	—	—	
Nagy Várad	(See Grosswardein)	—	—	—	—	
Nancy	France	—	—	—	4.90	
Naples (Napoli)	Italy	—	—	—	11.15	
Neusatz	(See Ujvidék)	—	—	—	—	
Neustadt a. d. H.	Bayern (Bavaria)	3.35	2.45	2.15	—	
Nieuweschans	Groningen (Netherlands)	1.45	—	—	—	
Nowosielitza	Bukowina (Austria)	—	10.50	—	—	
Nürnberg	Bayern (Bavaria)	4.35	3.45	3.10	—	
Nijmegen	Gelderland (Netherlands)	0.60	—	—	—	
Oderberg	Osterr. Schlesien (Austrian Silezia)	8.35	5.85	—	—	3555
Odessa	Russland (Russia)	15.60	13.—	—	—	
Oedenburg (Sopron)	Ungarn (Hungary)	8.10	7.20	—	—	
Offenburg	Baden	3.45	2.75	2.75	—	
Olmütz	Mähren (Moravia)	8.65	7.10	—	—	
Orsova	Ungarn (Hungary)	11.25	10.30	—	—	
Osnabrück	Hannover	1.60	1.50	—	—	
Ostrowo	Posen	7.10	5.25	—	—	
Oswiecim	Galizien (Galicia)	8.65	5.95	—	—	
Ottlotschin	West Preussen	7.45	5.35	—	—	
Palermo	Italy	—	—	—	13.25	
Paris	France	—	—	—	1.80	

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STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Passau	Bayern (Bavaria)	5.40	4.70	4.15	—
Pécs	(See Fünfkirchen)	—	—	—	—
Pest	(See Budapest)	—	—	—	—
Pétervarad	(See Peterwardein)	—	—	—	—
Peterwardein (Pétervárad)	Kroatien (Hungary)	10.85	9.90	—	—
Pforzheim	Baden	3.05	3.—	2.50	—
Pilsen	Böhmen (Bohemia)	5.80	4.90	—	—
3557 Piraeus	Greece	—	—	—	13.85
Pirmasens	Bayern (Bavaria)	2.90	2.40	—	—
Pisek	Böhmen (Bohemia)	6.25	5.35	—	—
Podwoloczyska	Galizien (Galicia)	12.60	10.—	—	—
Posen	Posen	6.45	4.70	—	—
Pozsony (Pressburg)	Ungarn (Hungary)	7.90	7.—	—	—
Prag	Böhmen (Bohemia)	6.80	5.30	—	—
Prerau	Mähren (Moravia)	9.05	6.55	—	—
Pressburg	See Pozsony	—	—	—	—
Prostken	Ost Preussen	9.85	6.90	—	—
Przemysl	Galizien (Galicia)	10.75	8.20	—	—
Raab	See Györ	—	—	—	—
Ratibor	Schlesien (Silezia)	8.10	5.70	—	—
3558 Regensburg	Bayern (Bavaria)	4.80	3.90	3.60	—
Roermond	Limburg (Netherlands)	0.95	—	—	—
Rogasen	Posen	6.55	4.75	—	—
Roodeschool	Groningen (Netherlands)	1.40	—	—	—
Rzeszów	Galizien (Galicia)	10.10	7.55	—	—
Saarbrücken	Rhein-Provinz (Rhine Province.)	2.40	2.10	—	—
Saargemünd	Elsass (Alsace)	2.50	2.20	—	—
Salonica	Turkey	—	—	—	14.80
Samsoun	Asia Minor	—	—	—	15.75
Sanok	Galizien (Galicia)	10.80	8.25	—	—
Saratow	Russland (Russia)	14.60	12.45	—	—

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STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Satoralja Ujhely	Ungarn (Hungary)	10.60	8.05	—	—
Saybusch	Galizien (Galicia)	9.—	6.30	—	—
Schaffhausen	Schweiz (Switzerland)	4.25	3.60	3.45	—
Scheemda	Groningen (Netherlands)	1.35	—	—	—
Schneidemühl	Posen	6.35	4.65	—	—
Schotten	Hessen	3.10	2.30	2.15	—
Schweinfurt	Bayern (Bavaria)	3.90	3.—	2.70	—
Sedletz-Kuttenberg	Böhmen (Bohemia)	7.10	5.55	—	—
Sereth	Bukowina (Austria)	13.35	10.80	—	—
Sillein (Zsolna)	Ungarn (Hungary)	8.90	6.35	—	—
Skala	Galizien (Galicia)	13.35	10.85	—	—
Smolensk	Russland (Russia)	12.15	10.—	—	—
Smyrna	Asia Minor	—	—	—	14.80
Sneek	Friesland (Netherlands)	0.95	(via Enkhuizen—Stavoren.)		
Sokal	Galizien (Galicia)	11.60	9.05	—	—
Solingen	Rhine Province (Rhein Provinz.)	1.55	1.30	—	—
Sopron	(See Oedenburg)	—	—	—	—
Speijer	Bayern (Bavaria)	3.55	2.60	2.15	—
St. Gallen	Schweiz (Switzerland)	4.85	4.15	4.05	—
Stanislau	Galizien (Galicia)	12.40	9.85	—	—
Stedum	Groningen (Netherlands)	1.35	—	—	—
Steinamanger	(See Szombathely)	—	—	—	—
Strassburg i/E.	Elsass (Alsace)	3.15	2.60	—	—
Strassburg i/W. Pr.	West Preussen	8.—	5.70	—	—
Stryj	Galizien (Galicia)	11.65	9.10	—	—
Stuhlweissenburg (Székesfehérvár)	Ungarn (Hungary)	9.20	8.30	—	—
Stuttgart	Württemberg	4.25	3.15	2.75	—
Suczawa	Bukowina (Austria)	13.45	10.75	—	—
Szabadka	(See Maria Theresiopel)	—	—	—	—
Szeged	Ungarn (Hungary)	10.45	9.50	—	—
Székesfehérvár	(See Stuhlweissenburg)	—	—	—	—
Szekszárd	Ungarn (Hungary)	10.25	9.30	—	—
Szombathely					

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Petitioner's Exhibit 205 for Identification

STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
(Steinamanger)	Ungarn (Hungary)	8.65	7.75	—	—
Szt. Gotthard	Ungarn (Hungary)	8.95	8.05	—	—
Tabor	Böhmen (Bohemia)	7.60	6.05	—	—
Tarnopol	Galizien (Galicia)	12.30	9.70	—	—
Tarnow	Galizien (Galicia)	9.55	7.—	—	—
Taus	Böhmen (Bohemia)	5.30	4.35	4.05	—
Temeszvar	Ungarn (Hungary)	10.85	9.90	—	—
Teplitz	Böhmen (Bohemia)	6.20	4.65	—	—
Tetschen	Böhmen (Bohemia)	5.90	4.35	—	—
Thorn	West-Preussen	7.45	5.30	—	—
Thun	Schweiz (Switzerland)	5.45	4.55	4.50	—
Tilsit	Ost-Preussen	10.—	6.90	—	—
Trebizonde	Asia Minor	—	—	—	16.70
Trient	Tyrol (Austria)	7.80	6.90	—	—
Trier	Rhein-Provinz (Rhine Province)	1.90	1.80	—	—
Triest	Austria	8.95	8.—	—	—
Tripolis	(Asia Minor)	—	—	—	19.15
Tübingen	Württemberg	4.40	3.50	3.05	—
Turin (Torino)	Italy	—	—	—	8.—
Turnau	Böhmen (Bohemia)	6.60	5.05	—	—
Uerdingen	Rhein-Provinz (Rhine Province)	1.15	1.05	—	—
Uithuizen	Groningen (Netherlands)	1.40	—	—	—
Uithuizermeden	Groningen (Netherlands)	1.40	—	—	—
Ujvidék (Neusatz)	Ungarn (Hungary)	10.85	9.90	—	—
Ulm	Württemberg	4.95	3.70	3.25	—
Ungvár	Ungarn (Hungary)	11.05	8.20	—	—
Usquert	Groningen (Netherlands)	1.35	—	—	—
Venlo	Limburg (Netherlands)	0.80	—	—	—
Veszprém	Ungarn (Hungary)	8.85	7.95	—	—
Vienna (see Wien)	Oesterreich (Austria)	—	—	—	—
Villach	Kärnthen (Austria)	7.45	6.55	—	—
Villingen	Baden	3.85	3.20	3.15	—
Vinkovcze	Kroatien (Hungary)	11.05	10.10	—	—

Petitioner's Exhibit 205 for Identification 3565

STATION	PROVINCE OR STATE	To or from Rotterdam Rail 3rd Class	Rail 4th Class	Rhine Boat	To or from Boulogne sur-Mer
Vlissingen	Zeeland (Netherlands)	0.70	—	—	—
Vukovár	Kroatien (Hungary)	11.05	10.10	—	—
Warffum	Groningen (Netherlands)	1.35	—	—	—
Warschau	Russland (Russia)	9.05	6.90	—	—
Weiden	Bayern (Bavaria)	5.05	4.10	—	—
Wesel	Rhein-Provinz (Rhine Province)	1.05	0.95	—	—
Wien (Vienna)	Oesterreich (Austria)	7.45	7.—	—	—
Wiesbaden	Hessen-Nassau	2.90	2.15	1.85	—
Wilna	Russland (Russia)	11.35	8.35	—	—
Witten	Westphalen	1.75	1.40	—	—
Worms	Hessen-Darmstadt	3.15	2.30	1.95	—
Wreschen	Posen	6.80	4.90	—	—
Würzburg	Bayern (Bavaria)	3.85	2.95	2.60	—
Zabern	Elsass (Alsace)	2.90	2.40	—	—
Zimony	Kroatien (Hungary)	11.05	10.10	—	—
Znaim	Mähren (Moravia)	8.45	6.90	—	—
Zombor	Ungarn (Hungary)	10.85	9.90	—	—
Zsolna	(See Sillein)	—	—	—	—
Zuidhorn	Groningen (Netherlands)	1.30	—	—	—
Zürich	Schweiz (Switzerland)	4.25	3.60	—	—
Zweibrücken	Bayern (Bavaria)	2.65	2.25	—	—
Zwolle	Overijssel (Netherlands)	0.75	—	—	—

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3568 **Petitioner's Exhibit 206.**

Circulars marked for identification.

Petitioner's Exhibit 207.

Paper with the figuers 39 in the upper corner, marked Exhibit 207 for identification.

3569 **Petitioner's Exhibit 208 for Identification.**

Paper with "Letters etc. produced by Max Straus in obedience to sub."

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Petitioner's Exhibit 209. 3571

For Private Circulation Only.

REPORT OF THE

TRANS-ATLANTIC PASSENGER MOVEMENT,

CALENDAR YEAR 1899.

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines and the carryings per steamer of each Line during the period. 3572

Compiled by Lawson Sandford.

New York, April, 1900.

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3574 *Petitioner's Exhibit 209*

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Table I.

Statement of East and Westbound Trans-Atlantic Passenger Movement for the Calendar Year 1899, showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1898 for all ports.

NEW YORK.

Westbound					Eastbound			
I	II	III	Trips		Trips	I	II	III
437	1211	1208	27	Allan-State (Glasgow)	19	366	651	331
8414	5989	11340	46	American (Southampton)	45	7275	4234	6512
1609	4573	5515	34	Anchor (Glasgow)	35	1641	2644	2493
14	....	13696	28	Anchor (Medit.)	23	6	....	971
2685	....	....	42	Atlantic Transport (London)	43	2958	....	....
9856	9160	20855	62	Cunard (Liverpool)	62	10828	7388	11809
23	....	14121	26	Fabre (Medit.)	23	24	....	1804
2958	3165	22885	54	French (Havre)	52	3474	2331	9994
3764	3216	5102	18	Hamburg, Express (Hamburg)	16	2666	2151	3554
2551	4559	32674	63	" Regular "	65	2898	3921	6043
....	....	4726	24	" Union "	..	....	....	....
424	....	2540	5	" (Medit.)	6	1672	....	3519
1276	2858	18104	56	Holland (R'dam-Ams'dam)	54	1536	2665	3522
119	21	1368	10	Ins. Nav. Co. (Azores-Lisbon)	10	43	....	544
80	....	1518	10	Portuguezes " "	7	4	....	199
76	....	8835	11	Navigazione (Medit.)	11	48	....	1981
6750	4744	19878	46	N. Ger. Lloyd, Exp. (Bremen)	43	6382	4672	9946
2828	3437	33770	53	" " " Regular "	48	3443	2406	3489
1606	629	21645	29	" " " (Medit.)	31	3205	10	10163
221	....	14266	17	Prince (Medit.)	16	377	....	3465
897	3422	20129	52	Red Star (Antwerp)	52	1097	2839	6108
235	509	3393	26	Scandinavian-Am. (Scand.)	26	256	568	2513
8514	4200	25145	56	White Star (Liverpool)	55	8105	3396	13004
55337	51693	302713		Totals		58304	39876	101964

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MONTREAL.

2096	2395	9385	45	Allan (Liverpool)	40	1484	1265	1580	
37	519	418	14	" (Glasgow)	6	40	6	11	
255	193	471	24	" (Liverpool-Halifax)	17	109	16	68	
390	477	5755	19	Beaver (L'pool-E. D. & Co.)	20	424	337	572	
156	54	1007	15	" (Bristol-E. D. & Co.)	23	235	42	40	
81	167	1187	4	" (L'pool-D. & C. McI.)	2	49	13	13	
....	....	5433	3	" (Chartered for D'bors)	..	....	....	....	
2064	2143	4856	35	Dominion (Liverpool)	35	1850	1417	2071	
....	....	5411	7	Hamburg, Hansa (Hamburg)	..	....	....	....	
5079	5948	33923		Totals		4191	3096	4355	3584

BOSTON.

....	223	1120	12	Allan (Glasgow)	..	....	....	....
672	767	7611	29	Cunard (Liverpool)	29	788	606	1732
2059	1923	9586	28	Dominion (Liverpool)	29	2220	1573	5707
....	....	50	1	Hamburg (Hamburg)	..	....	....	....
757	....	....	46	Leyland (Liverpool)	42	661	....	....
3488	2913	18367		Totals		3669	2179	7439

PHILADELPHIA.

3585

....	2714	6966	46	American (Liverpool)	45	....	2667	2284
....	....	4365	24	Red Star (Antwerp)	22	....	....	270
....	2714	11331		Totals		....	2667	2554

BALTIMORE.

....	....	54	1	Hamburg (Hamburg)	..	....	....	....
....	895	20077	43	N. Ger. Lloyd (Bremen)	44	....	675	1535
....	895	20131		Totals		....	675	1535

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NEW ORLEANS.

....	....	683	2	Fabre (Medit.)	2	....	....	165
2	....	892	1	Navigazione (Medit.)	..	....	....	....
2	....	1575		Totals		....	....	165

GALVESTON.

....	135	871	12	N. Ger. Lloyd (Galveston)	13	....	114	200
63906	64298	388911		Grand totals, 1899		66164	48607	118212
46705	53675	274308		Grand totals, 1898		46037	38992	124516

Table 2—The Trans-Atlantic Passenger Movement, 1899.
Division of the Passenger Business by groups of Lines.

Westbound I	II	III	Trips	BRITISH LINES.	Trips	Eastbound I	II	III
2096	2395	9385	45	Allan (Mont.-L'pool)	40	1484	1265	1580
37	519	418	14	" (Glasgow-Mont.)	6	40	6	11
....	223	1120	12	" (" -Bost.)	..	....	....	....
255	193	471	24	" (L'pool-H'fax)	17	109	16	68
437	1211	1208	27	Allan-State (N. Y.-Glasgow)	19	366	651	331
8414	5989	11340	46	American (N. Y.-S'hampton)	45	7275	4234	6512
....	2714	6966	46	" (Phil.-L'pool)	45	....	2667	2284
1609	4573	5515	34	Anchor (N. Y.-Glasgow)	35	1641	2644	2493
2685	....	....	42	Atlantic Tr. (N. Y.-London)	43	2958	....	....
390	477	5755	19	Beaver (Mont.-L'pl, E. D. & Co.)	20	424	337	572
156	54	1007	15	" (" -Bristol ")	23	235	42	40
81	167	1187	4	" (" -L'pl, D. & C. McI.)	2	49	13	13
9856	9160	20855	62	Cunard (N. Y.-L'pool)	62	10828	7388	11809
672	767	7611	29	" (Bost.- ")	29	788	606	1732
2064	2143	4856	35	Dominion (Mont.-L'pool)	35	1850	1417	2071
2059	1923	9586	28	" (Bost.- ")	29	2220	1573	5707
757	....	....	46	Leyland (Bost.-L'pool)	42	661	....	....
235	509	3393	26	Scand.-Am. (N. Y.-Scand.)	26	256	568	2513
8514	4200	25145	56	White Star (N. Y.-L'pool)	55	8105	3396	13004
40317	37217	115818		Totals		39289	26823	50740

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CONTINENTAL LINES.

2958	3165	22885	54	French (N. Y.-Havre) 52	3474	2331	9994	
3764	3216	5102	18	Hamburg, Ex. (N. Y.-H'burg) 16	2666	2151	3554	
3551	4559	32674	63	" Reg " " 65	2898	3921	6043	
....	....	4726	24	" Union (H'burg-N. Y.)	....	....	....	
....	....	5411	7	" Hansa (" " Mout.)	....	....	....	
....	....	50	1	" (H'burg-Bost.)	....	....	....	
....	....	54	1	" (" -Balt.)	....	....	....	
1276	2858	18104	56	Holland (N. Y.-R'dam A'dam) 54	1536	2665	3522	
9750	4744	19878	46	N. Ger. Lloyd, Ex (N. Y.-B'm) 43	6382	4672	9946	
2828	3437	33770	53	" " Reg. " 48	3443	2406	3489	3590
....	895	20077	43	" " (Balt.-Bremen) 44	....	675	1535	
....	135	871	12	" " (Galv.- ") 13	....	114	200	
897	3422	20129	52	Red Star (N. Y.-Antwerp) 52	1097	2839	6108	
..	....	4365	24	" (Phil.- ") 22	....	....	270	
1024	26431	188096		Totals	21496	21774	44661	

MEDITERRANEAN LINES.

14	....	13696	28	Anchor (N. Y.-Medit.) 23	6	....	971	
23	....	14121	26	Fabre " " 23	24	....	1804	
....	....	683	2	" (N. O.- ") 2	....	....	165	
424	....	2540	5	Hamburg (N. Y.-Medit.) 6	1672	....	3519	3591
76	....	8835	11	Navigazione (N. Y.-Medit.) 11	48	....	1981	
2	....	892	1	" (N. O.- ")	....	....	....	
1606	629	21645	29	N. Ger. Lloyd (N. Y.-Medit.) 31	3205	10	10163	
221	....	14266	17	Prince (N. Y.-Medit.) 16	377	....	3465	
2366	629	76678		Totals	5332	10	22068	

MISCELLANEOUS.

119	21	1368	10	Ins. Nav. Co. (N. Y.-Az.L'bon) 10	43	....	544	
80	....	1518	10	Portuguezes " " 7	4	....	199	
....	....	5433	3	Beaver (Chartered for D'bors)	....	....	....	
199	21	8319		Totals	47	....	743	

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Table 3. Trans-Atlantic Passenger Movement, 1899.

ALLAN LNE.

PORTLAND (WINTER) / MONTREAL (SUMMER) — LIVERPOOL.

	Mont. Port. Arrival	Westbound I	II	III	Steamer	Mont. Port. Departure	Eastbound I	II	III
	Jan. 3	15	5	29	Parisian	Jan. 9	13	18	17
3593	" 16	15	27	47	Californian	" 24	13	20	39
	" 20	..	10	29	Mongolian	28	2	1	8
	" 25	1	10	11	Laurentian	Feb. 4	1	..	2
	Feb. 12	12	29	57	Numidian	" 17	16	29	19
	" ..	31	33	125	Californian	" 28	11	18	25
	Mar. 1	..	15	31	Mongolian	Mar. 4	1	8	11
	" 5	11	46	105	Castilian				
	" 14	19	41	135	Laurentian	" 22	7	5	8
	" 22	6	6	85	Numidian	Apr. 1	3	2	7
	" 26	44	130	245	Californian	" 3	31	35	39
	Apr. 11	29	..	390	Carthaginian	" 15	7	2	..
	" 17	45	110	260	Mongolian	" 24	28	28	40
	May 2	67	120	550	Numidian	May 6	31	47	62
3594	" 6	39	80	184	Californian	" 13	30	37	33
	" 13	44	61	420	Gallia				
	" 20	54	53	340	Tainui	" 27	68	44	70
	" 28	19	31	410	Laurentian	June 3	16	..	..
	June 4	57	59	390	Numidian	" 10	84	81	112
	" 11	40	50	270	Californian	" 17	160	71	44
	" 21	56	66	400	Tainui	" 24	93	63	79
	" 26	..	40	230	Sardinian				
	July 1	17	41	242	Laurentian	July 8	28	1	..
	" 11	50	46	170	Numidian	" 15	65	36	44
	" ..	53	45	270	Californian	" 20	53	37	40
	" 23	46	49	170	Tainui	" 27	61	30	50
	" 31	83	67	220	Parisian	Aug. 3	84	64	48

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Aug.	6	21	38	210	Laurentian	" 10	10	1	..
"	11	125	69	170	Californian	" 17	39	33	48
"	19	62	71	150	Tainui	" 24	34	15	28
"	25	155	125	210	Parisian	" 30	50	28	47
Sept.	1	165	150	215	Bavarian	Sept. 9	81	54	75
"	10	165	82	142	Californian	" 14	24	25	28
"	18	83	50	120	Tainui	" 21	50	26	36
Oct.	2	188	150	385	Bavarian	Oct. 6	93	167	95
"	7	43	58	78	Californian	" 12	29	36	31
"	14	36	31	175	Tainui	" 19	16	29	48
Nov.	6	81	45	125	Californian	Nov. 11	42	57	83
"	6	41	103	359	Numidian	" 12	..	2	5
"	20	10	22	270	Laurentian	" 24	8	10	4
"	23	22	49	310	Parisian	Dec. 3	67	48	143
Dec.	9	3	13	350	Numidian	" 15	24	44	73
"	9	26	35	84	Californian	" 16	11	13	39
"	23	3	12	150	Laurentian				
"	31	14	22	67	Parisian				
45 Trips		2096	2395	9385	Totals	40 Trips	1484	1265	1580

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Table 4—Trans-Atlantic Passenger Movement, 1899.

ALLAN LINE.

GLASGOW—MONTREAL.

Mont Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
				State of Nebraska	Jan. 26	25	4	..
May 2	..	107	33	Sarmatian				
" 16	2	10	40	Sardinian	May 23	5	..	..
" 23	1	21	14	Pomeranian				
June 8	2	67	34	Sarmatian				
" 22	..	63	23	Buenos Ayrean				
" 27	7	39	19	Pomeranian	July 4	4	..	..
July 12	3	55	120	Sarmatian	" 19	3	..	2
" 27	..	20	60	Buenos Ayrean				
Aug. 2	7	19	10	Pomeranian				
" 16	..	34	10	Sarmatian				
" 31	1	20	11	Buenos Ayrean	Sept. 6	2	2	..
Sept. 9	7	10	16	Pomeranian				
Oct. 4	..	25	20	Buenos Ayrean				
" 11	7	29	8	Pomeranian				
				Brazilian	Nov. 4	1	..	9
14 Trips	37	519	418	Totals	6 Trips	40	6	11

Table 5—Trans-Atlantic Passenger Movement, 1899.

ALLAN LINE.

GLASGOW—BOSTON.

Boston Arrival	Westbound II	III	Steamer	Boston Arrival	Westbound II	III	
April 21	24	138	Assyrian	July 26	14	101	Peruvian
May 5	14	199	Peruvian	Aug. 8	16	25	Hibernian
" 20	15	159	Hibernian	" 22	21	86	Norwegian
" 29	21	72	Norwegian	Sept. 4	23	30	Peruvian
June 14	17	68	Peruvian	" 26	36	67	Norwegian
" 28	15	128	Hibernian				
July 12	7	47	Norwegian	12 Trips	223	1120	Totals

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Table 6—Trans-Atlantic Passenger Movement, 1899.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III	
Jan. 16	5	..	1	Austrian					
" 22	7	..	16	Corean					
Feb. 5	..	8	35	Siberian					3602
Mar. 1	..	5	22	Carthaginian					
" 29	4	41	38	Siberian					
Apr. 19	2	13	46	Corean					
May 8	2	1	11	Siberian		6	1	..	
" 18	13	20	64	Carthaginian	May 31	1	1	..	
June 3	14	7	15	Corean	June 6	14	2	..	
" 17	20	7	98	Siberian	" 26	9	4	..	
" 29	20	9	3	Carthaginian	July 8	11	..	2	
July 10	10	6	6	Assyrian	" 18	4	..	..	
" 20	13	3	11	Corean	" 29	7	2	2	
" 31	16	4	14	Siberian	Aug. 8	3	..	1	
Aug. 9	20	17	2	Carthaginian	" 18	5	..	1	
" 18	10	11	5	Assyrian	" 21	7	1	1	3603
" 30	22	8	9	Corean	Sept. 8	8	..	1	
Sept. 11	21	5	12	Siberian	" 18	10	..	2	
" 23	21	9	27	Carthaginian	" 28	6	..	54	
Oct. 2	6	7	9	Assyrian					
" 12	14	3	3	Corean	Oct. 21	2	1	1	
" 24	1	..	3	Waldensian	Nov. 3	..	1	..	
Nov. 11	10	..	10	Carthaginian	" 23	3	1	2	
" 24	4	9	11	Corean	Dec. 4	13	2	1	
24 Trips	255	193	471	Totals	17 Trips	109	16	68	

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Table 7—Trans-Atlantic Passenger Movement, 1899.

ALLAN-STATE LINE.

NEW YORK—GLASGOW.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 10	..	9	10	Pomeranian				
	" 18	3	9	9	State of Nebraska	Jan. 21	4	16	21
	" 24	..	..	1	Assyrian				
	Feb. 22	..	20	21	Pomeranian				
	Mar. 4	..	19	17	Assyrian				
3605	" 17	15	26	21	State of Nebraska	Mar. 23	..	19	20
	Apr. 2	1	23	55	Siberian				
	" 15	..	30	77	Pomeranian				
	" 27	22	87	103	State of Nebraska	May 4	27	41	17
	May 15	3	43	87	Buenos Ayrean				
	" 23	6	23	59	Mongolian	" 26	26	60	32
	June 6	10	57	42	State of Nebraska	June 9	45	93	20
	" 21	4	37	35	Mongolian	" 23	71	82	15
	July 5	3	20	25	State of Nebraska	July 7	59	75	31
	" 19	11	48	39	Mongolian	" 21	39	47	40
	Aug. 2	30	46	63	State of Nebraska	Aug. 5	20	42	26
	" 17	17	33	24	Mongolian	" 19	8	16	4
	" 28	41	76	15	Numidian	Sept. 2	10	14	8
3606	Sept. 5	80	81	44	State of Nebraska	" 9	11	33	20
	" 11	24	38	28	Laurentian	" 16	5	..	..
	" 19	85	143	44	Mongolian	" 23	9	14	10
	Oct. 3	44	97	52	Numidian	Oct. 7	11	20	18
	" 11	5	96	46	State of Nebraska	" 12	10	20	9
	" 16	7	17	45	Laurentian	" 19	3	3	7
	Nov. 11	19	56	69	State of Nebraska	Nov. 16	8	23	10
	Dec. 15	6	61	166	State of Nebraska	Dec. 21	..	33	23
	" 29	1	16	11	Pomeranian				
	27 Trips	437	1211	1208	Totals	19 Trips	366	651	331

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Table 8—Trans-Atlantic Passenger Movement, 1899.

AMERICAN LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 1	95	41	75	Paris	Jan. 4	63	31	47	
" 10	81	52	57	St. Paul					
				New York	" 11	65	34	81	
" 15	116	62	88	St. Louis	" 18	110	54	103	
" 21	48	59	80	Paris	" 25	51	34	39	3608
				St. Paul	Feb. 1	120	64	50	
Feb. 5	90	115	229	St. Louis	" 8	146	70	65	
" 14	107	65	103	Paris					
" 19	58	43	122	St. Paul	Feb. 22	84	38	59	
" 25	82	110	181	St. Louis	Mar. 1	107	63	149	
Mar. 11	115	134	308	St. Paul	" 15	115	49	130	
" 18	100	91	290	St. Louis	" 22	120	70	53	
Apr. 2	82	93	270	New York	Apr. 5	80	82	68	
" 8	118	98	210	St. Louis	" 12	187	103	117	
				Paris	" 19	87	54	107	
" 22	98	164	556	New York	" 26	205	80	116	
" 29	131	119	341	St. Louis	May 3	292	131	284	
May 6	101	105	231	Paris	" 10	200	148	163	3609
" 13	165	115	268	St. Paul	" 17	305	155	313	
" 17	33	38	97	New York	" 31	343	134	152	
" 20	138	89	256	St. Louis	" 24	319	152	258	
June 3	190	183	404	St. Paul	June 7	305	196	601	
" 10	184	126	168	St. Louis	" 14	337	204	210	
" 17	125	81	211	New York	" 21	289	129	148	
" 24	150	112	216	St. Paul	" 28	339	205	154	
July 1	244	119	239	St. Louis	July 5	328	170	199	
" 8	142	106	151	New York	" 12	339	190	108	
" 15	305	129	300	St. Paul	" 19	307	181	194	
" 30	230	156	199	New York	Aug. 2	285	111	154	

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Aug. 5	261	174	246	St. Louis	" 9	151	65	109
" 12	309	188	241	St. Paul	" 16	118	77	95
" 20	340	181	172	New York	" 23	72	79	79
" 26	300	195	250	St. Louis	" 30	78	63	76
Sept. 2	337	210	330	St. Paul	Sept. 6	69	59	77
" 9	365	254	316	New York	" 13	51	58	75
" 16	362	211	613	St. Louis	" 20	75	61	104
" 23	349	215	448	St. Paul	" 27	96	45	82
Oct. 1	335	276	249	New York	Oct. 4	70	58	82
" 7	301	217	429	St. Louis	" 11	109	40	103
" 14	231	193	298	St. Paul	" 18	84	76	95
" 21	265	131	207	New York	" 25	60	73	63
3611 " 28	253	141	223	St. Louis	Nov. 1	107	112	125
Nov. 5	165	119	210	St. Paul	" 8	130	77	164
" 12	94	97	175	New York				
" 18	154	125	299	St. Louis	Nov. 22	110	75	145
" 25	155	157	367	St. Paul	Dec. 6	114	132	590
Dec. 9	165	118	312	St. Louis	" 13	158	111	291
" 23	148	101	175	St. Paul	" 27	95	41	35
" 30	197	81	130	St. Louis				
46 Trips	8414	5989	11340	Totals	45 Trips	7275	4234	6512

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Table 9—Trans-Atlantic Passenger Movement, 1899.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

Phila. Arrival	Westbound II	III	Steamer	Phil. Departure	Eastbound II	III	
Jan. 2	14	35	Belgenland	Jan. 7	30	14	
" 11	16	20	Waesland	" 16	19	11	
" 19	9	28	Pennland	" 22	10	17	
" 23	5	28	Russia	" 28	9	15	
Feb. 6	8	33	Rhynland				3614
" 15	25	72	Waesland	Feb. 19	32	36	
" 16	9	60	Belgenland	" 22	..	2	
" 24	18	82	Pennland	" 28	22	16	
Mar. 2	14	88	Russia	Mar. 7	17	28	
" 20	54	157	Waesland	" 25	56	50	
" 29	1	96	Italia	Apr. 1	2	19	
Apr. 5	50	121	Belgenland	" 8	91	38	
" 12	39	140	Pennland	" 15	68	48	
			Rhynland	" 22	77	49	
" 23	87	293	Waesland	" 29	134	95	
May 3	2	267	Italia	May 6	2	61	
" 9	52	314	Belgenland	" 13	147	95	
" 18	65	246	Pennland	" 21	70	64	3615
" 21	44	207	Rhynland	" 27	102	98	
" 29	76	248	Waesland	June 3	109	138	
June 9	..	136	Italia	" 11	..	37	
" 13	93	188	Belgenland	" 17	127	113	
" 19	42	174	Pennland	" 24	106	78	
" 26	55	154	Rhynland	July 1	137	97	
July 2	95	166	Waesland	" 8	123	84	
" 13	..	92	Italia	" 15	..	31	
" 17	77	128	Belgenland	" 22	138	101	
" 23	67	130	Pennland	" 29	97	57	
" 30	96	109	Rhynland	Aug. 5	117	44	

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Aug. 6	133	179	Waesland	" 12	110	98
" 16	1	126	Italia	" 19	..	33
" 21	103	147	Belgenland	" 26	62	44
" 27	96	183	Pennland	Sept. 2	21	47
Sept. 3	133	199	Rhynland	" 9	60	59
" 10	130	259	Waesland	" 16	45	29
" 25	127	278	Belgenland	" 30	56	59
Oct. 2	99	206	Pennland	Oct. 7	25	63
" 9	81	192	Rhynland	" 14	34	30
" 15	95	141	Waesland	" 21	85	57
" 30	132	379	Belgenland	Nov. 4	96	46
Nov. 10	101	103	Pennland	" 12	31	31
3617 " 17	77	144	Rhynland	" 19	41	36
" 20	73	122	Waesland	" 25	62	35
Dec. 13	88	174	Belgenland	Dec. 16	58	51
" 19	57	157	Pennland	" 23	24	24
" 25	53	88	Rhynland	" 30	15	6
" 31	22	77	Waesland			
46 Trips	2714	6966	Totals	45 Trips	2667	2284

Table 10—Trans-Atlantic Passenger Movement, 1899.

ANCHOR LINE.

3618 NEW YORK—GLASGOW.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 13	13	28	45	Furnessia	Jan 17	7	15	46
" 28	..	28	45	Ethiopia	" 31	5	11	14
Feb. 14	7	52	38	Anchoria	Feb. 18	4	22	35
" 22	8	86	78	Furnessia	" 25	15	16	36
Mar. 7	4	43	68	Ethiopia	Mar. 11	4	19	30
" 22	6	78	97	Anchoria	" 25	7	32	34
Apr. 6	30	129	315	Furnessia	Apr. 10	18	70	114
" 20	9	122	188	Ethiopia	" 23	15	40	72

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May 1	9	139	330	Anchoria	May 6	21	69	85	
" 10	40	234	508	Furnessia	" 13	91	175	90	
" 23	12	107	166	Ethiopia	" 27	26	120	64	
" 29	47	123	405	City of Rome	June 3	260	168	215	
June 6	7	129	105	Anchoria	" 10	55	121	100	
" 14	22	158	144	Furnessia	" 17	157	296	146	
" 21	9	63	53	Ethiopia	" 24	58	118	110	
" 26	28	120	214	City of Rome	July 1	432	185	176	
July 5	5	44	51	Anchoria	" 8	78	164	76	
" 12	34	104	112	Furnessia	" 15	90	203	91	
" 25	19	120	134	Ethiopia	" 29	26	74	89	
Aug. 7	45	108	135	Anchoria	Aug. 12	14	68	61	
" 14	76	162	132	Furnessia	" 19	32	85	53	3620
" 28	79	148	153	Ethiopia	Sept. 2	5	66	42	
Sept. 3	422	249	321	City of Rome	" 9	30	54	90	
" 12	94	196	102	Anchoria	" 16	12	41	61	
" 19	192	412	278	Furnessia	" 23	20	55	80	
" 29	79	134	145	Ethiopia	" 30	19	24	38	
Oct. 7	143	292	345	City of Rome	Oct. 14	57	58	108	
" 16	27	177	75	Anchoria	" 21	24	39	44	
" 23	100	254	177	Furnessia	" 28	21	53	55	
				California	Nov. 6	..	6	..	
Nov. 10	13	106	105	Ethiopia	" 14	7	34	57	
" 22	24	177	149	Anchoria	" 25	13	39	45	
Dec. 9	..	131	113	Tainui	Dec. 13	14	64	96	
" 22	3	83	117	Ethiopia	" 27	..	5	26	3621
" 27	3	37	72	Anchoria	" 30	4	35	14	
34 Trips	1609	4573	5515	Totals	35 Trips	1641	2644	2493	

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Table 11—Trans-Atlantic Passenger Movement, 1899.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
	Jan. 5	..	262	Victoria	Jan. 13	..	41	39	1	1
	" 11	..	210	California	" 20	..	56	50	4	2
	" 29	..	306	Bolivia						
	Mar. 3	..	236	Alsatia						
	" 4	..	403	Karamania	Mar. 16	1	17	16	1	..
3623	" 16	4	962	Victoria	" 29	2	17	12	3	2
	" 27	..	1053	California	Apr. 9	..	23	19	2	2
	Apr. 17	..	790	Hesperia	" 26	..	19	14	3	2
	" 29	..	1361	Bolivia	May 9	..	17	14	2	1
	May 15	..	866	Alsatia						
	" 17	..	675	Karamania	" 25	..	19	16	2	1
	" 29	..	690	Victoria	June 6	..	9	8	1	..
	June 9	1	319	California	" 17	..	1	1	..	..
	" 25	..	339	Hesperia	July 1	..	28	26	1	1
	July 8	..	303	Bolivia	" 18	1	22	20	2	..
	" 23	..	176	Karamania	Aug. 1	..	18	12	5	1
	Aug. 11	..	254	Victoria	" 22	..	52	49	3	..
	" 22	1	284	California	" 31	..	58	57	1	..
3624	Sept. 1	..	201	Hesperia	Sept. 9	..	2	2	..	..
	" 19	2	409	Bolivia	Oct. 1	..	71	65	4	2
	Oct. 2	..	589	Karamania	" 11	..	20	20	..	..
	" 12	..	263	Alsatia	" 19	..	81	80	1	..
	" 18	4	680	Victoria	" 26	..	52	52	..	..
	" 29	1	378	California						
	Nov. 7	..	432	Hesperia	Nov. 16	..	71	56	12	3
	" 30	1	625	Bolivia	Dec. 9	..	207	197	7	3
	Dec. 17	..	417	Karamania						
	" 24	..	213	Alsatia	" 30	2	70	61	7	2
	28 Trips	14	13696	Totals	23 Trips	6	971	886	62	23

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Table 12—Trans-Atlantic Passenger Movement, 1899.

ATLANTIC TRANSPORT LINE.

New York—London.

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I	
Jan. 17	18	Marquette	Jan. 21	14	
" 19	11	Menominee	" 22	1	
" 24	28	Mesaba	" 28	7	
Feb. 1	7	Manitou	Feb. 4	16	3626
" 22	15	Menominee	" 25	4	
Mar. 1	9	Marquette	Mar. 4	11	
" 6	9	Mesaba	" 11	111	
" 14	9	Manitou	" 18	87	
" 23	24	Menominee	" 28	80	
Apr. 4	34	Marquette	Apr. 9	103	
" 10	40	Mesaba	" 15	107	
" 17	30	Manitou	" 22	113	
May 1	63	Menominee	May 4	120	
" 10	56	Marquette	" 13	123	
" 14	60	Mesaba	" 20	95	
" 22	64	Manitou	" 27	108	
" 30	73	Menominee	June 3	107	3627
June 11	94	Marquette	" 17	123	
" 17	81	Mesaba	" 24	111	
" 26	68	Manitou	July 1	116	
July 3	108	Menominee	" 8	112	
" 10	104	Marquette	" 22	107	
" 23	98	Mesaba	" 29	84	
" 31	107	Manitou	Aug. 5	69	
Aug. 7	115	Menominee	" 12	58	
" 17	..	Mohawk	" 19	32	
" 20	118	Marquette	" 26	70	
" 26	106	Mesaba	Sept. 2	66	

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Sept.	3	116	Manitou	" 9	55
"	11	120	Menominee	" 16	84
"	18	73	Mohawk	" 23	18
"	25	116	Marquette	" 30	59
Oct.	1	93	Mesaba	Oct. 7	61
"	8	108	Manitou	" 14	69
"	16	108	Menominee	" 21	72
"	25	109	Marquette	Nov. 4	72
Nov.	9	91	Mesaba	" 12	52
"	16	38	Manitou	" 19	62
"	21	18	Menominee	" 25	27
Dec.	4	40	Marquette	Dec. 9	60
3629 "	10	29	Mesaba	" 16	36
"	19	59	Manitou	" 23	20
"	27	18	Menominee	" 30	56
42 Trips		2685	Totals	43 Trips	2985

3630

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Table 13—Trans-Atlantic Passenger Movement, 1899.

BEAVER LINE

(Messrs. Elder, Dempster & Co.).

Montreal (Summer)
St. John, N. B. (Winter) — Liverpool.

Mont. St. John Arrival	Westbound I	II	III	Steamer	Mont. St. John Departure	Eastbound I	II	III	
				Lake Ontario	May 4	19	8	36	3632
				Lake Superior	" 17	34	36	10	
May 31	8	23	343	Lake Ontario	June 3	49	42	72	
June 14	19	27	307	Lake Superior	" 21	47	26	17	
" 28	27	28	577	Lake Ontario	July 5	59	32	29	
July 21	12	39	625	Lake Superior	" 26	31	27	29	
" 31	8	11	599	Lake Huron	Aug. 3	8	8	13	
Aug. 1	17	30	385	Lake Ontario	" 9	15	14	28	
" 23	55	58	356	Lake Superior	" 30	8	23	38	
Sept. 5	10	20	464	Lake Huron	Sept. 9	5	8	37	
" 7	97	40	195	Lake Ontario	" 13	30	19	28	
" 30	47	96	134	Lake Superior	Oct. 4	26	22	23	
Oct. 12	34	37	244	Lake Ontario	" 18	7	13	31	3633
Nov. 6	19	34	539	Lake Superior	Nov. 9	21	7	48	
" 18	6	20	434	Lake Ontario	" 23	35	23	75	
" 21	12	..	..	Montrose	" 29	7	1	4	
" 18	3	..	9	Monterey	Dec. 6	12	..	..	
Dec. 9	2	4	7	Lake Huron	" 13	..	14	39	
" 15	3	..	..	Monteagle	" 21	8	..	..	
" 22	2	9	535	Lake Ontario	" 27	3	14	15	
" 27	9	1	2	Montrose					
19 Trips	390	477	5755	Totals	20 Trips	424	337	572	

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Table 14—Trans-Atlantic Passenger Movement, 1899.

BEAVER LINE

(Messrs. Elder, Dempster & Co.).

Montreal—Bristol.

	Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
	Apr. 26	..	..	6	Montfort	May 14	4	..	..
3635					Monteagle	" 30	14	..	..
					Monterey	June 3	12	..	..
					Montrose	" 11	12	..	..
					Montfort	" 23	12	..	..
					Monteagle	" 29	12	..	..
					Monterey	July 6	13	..	..
	June 29	4	..	30	Montrose	" 13	12	..	..
					Montfort	" 27	12	..	..
	July 15	1	..	..	Monteagle	Aug. 3	11	..	..
					Monterey	" 10	7	..	..
	" 31	5	..	..	Ikbal	" 17	2	..	..
	Aug. 7	..	8	427	Arawa	" 24	13	20	16
	" 14	12	..	..	Montfort	" 31	3	..	2
	" 21	11	..	..	Monteagle	Sept. 7	6	..	..
3636	" 28	12	..	..	Montrose	" 14	3	..	2
	Sept. 4	6	..	..	Monterey	" 21	13	..	..
	" 11	51	46	544	Arawa	" 28	39	21	19
	" 18	12	..	..	Montfort	Oct. 4	12	..	..
	" 25	9	..	..	Monteagle	" 12	8	..	..
	Oct. 2	12	..	..	Montrose	" 19	4	..	..
	" 9	4	..	..	Monterey	" 26	8	..	..
	" 30	7	..	..	Monteagle	Nov. 16	3	1	1
	" 16	10	..	..	Etolia				
	15 Trips	156	54	1007	Totals	23 Trips	235	42	40

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Table 15—Trans-Atlantic Passenger Movement, 1899.

BEAVER LINE ASSOCIATED STEAMERS,

(Messrs. D. & C. McIver.)

MONTREAL—LIVERPOOL.

Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
Apr. 28	12	64	252	Ruapehu	.....	..	..	..
May 13	44	61	420	Gallia	.....	..	..	..
" 17	12	27	386	Tongariro	May 24	23	6	3
" 31	13	15	129	Ruapehu	June 7	26	7	10
4 Trips	81	167	1187	Totals	2 Trips	49	13	13

3638

Table 16—Trans-Atlantic Passenger Movement, 1899.

MIGRATION OF THE DOUKHABORS FROM RUSSIA TO CANADA.

BLACK SEA PORTS—HALIFAX.

Halifax Arrival	Westbound III	Steamer
Jan. 20	2294	Lake Huron
" 27	2100	Lake Superior
May 10	1039	Lake Superior
3 Trips	5433	Total

3639

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Table 17—Trans-Atlantic Passenger Movement, 1899.

CUNARD LINE.

NEW YORK—LIVERPOOL.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 3	18	27	74	Aurania	Jan. 7	52	29	76
	" 8	44	45	59	Umbria	" 14	53	43	63
	" 16	27	45	64	Servia	" 21	33	34	70
	" 21	148	128	180	Campania	" 28	174	69	99
	" 30	25	46	85	Aurania	Feb. 4	52	35	78
3641	Feb. 6	164	114	200	Lucania	" 11	173	63	90
	" 14	55	59	99	Etruria	" 18	102	71	94
	" 19	128	91	213	Campania	" 25	153	55	126
	" 26	38	74	176	Umbria	Mar. 4	62	39	108
	Mar. 3	138	187	430	Lucania	" 11	141	77	211
	" 11	87	53	212	Etruria	" 18	95	67	110
	" 18	132	172	506	Campania	" 25	188	84	189
	" 25	90	101	303	Umbria	Apr. 2	94	71	99
	Apr. 1	137	128	713	Lucania	" 8	236	92	259
	" 9	74	62	209	Etruria	" 15	172	91	110
	" 14	202	207	832	Campania	" 22	268	207	244
	" 22	82	88	561	Umbria	" 29	170	152	151
	" 28	188	187	841	Lucania	May 6	319	254	469
3642	May 4	5	33	818	Aurania	" 9	83	75	54
	" 6	86	88	457	Etruria	" 13	184	169	141
	" 13	157	207	833	Campania	" 20	367	241	552
	" 18	3	51	569	Servia	" 23	169	86	53
	" 20	107	94	338	Umbria	" 27	322	167	119
	" 27	185	192	711	Lucania	June 3	361	297	614
	" 31	20	35	273	Aurania	" 6	184	117	95
	June 3	64	74	249	Etruria	" 10	327	187	127
	" 9	204	174	448	Campania	" 17	369	313	515
	" 14	9	36	153	Servia	" 20	242	143	71
	" 17	82	116	250	Umbria	" 24	347	192	137
	" 24	176	130	431	Lucania	July 1	372	311	501

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"	28	14	39	124	Aurania	"	4	321	192	87
July	1	127	110	189	Etruria	"	8	365	185	138
"	7	214	143	321	Campania	"	15	365	309	473
"	15	135	88	167	Umbria	"	22	340	175	120
"	21	262	182	447	Lucania	"	29	338	214	341
"	29	204	178	193	Etruria	Aug.	5	227	148	179
Aug.	4	225	264	294	Campania	"	12	175	141	266
"	9	52	71	151	Servia	"	15	16	30	29
"	13	150	180	130	Umbria	"	19	135	91	135
"	19	280	326	518	Lucania	"	26	175	171	276
"	23	129	198	146	Aurania	"	29	22	33	51
"	26	357	192	120	Etruria	Sept.	2	89	95	110
Sept.	1	374	344	676	Campania	"	9	147	106	290
"	6	352	234	165	Servia	"	12	29	21	25
"	12	370	213	120	Umbria	"	19	81	59	128
"	16	377	353	666	Lucania	"	23	142	105	186
"	21	358	179	206	Aurania	"	26	16	16	44
"	24	356	216	119	Etruria	"	30	131	89	121
"	30	378	330	666	Campania	Oct.	7	191	132	213
Oct.	5	166	245	429	Servia	"	10	22	34	41
"	8	266	258	176	Umbria	"	14	104	53	98
"	14	352	332	655	Lucania	"	21	193	135	211
"	21	202	237	324	Etruria	"	28	101	50	108
"	28	241	231	621	Campania	Nov.	4	190	119	263
Nov.	5	158	102	192	Umbria	"	11	95	96	185
"	12	214	145	325	Lucania	"	18	138	119	234
"	18	65	113	195	Etruria	"	25	82	76	136
"	24	126	139	401	Campania	Dec.	2	173	134	675
Dec.	2	81	144	208	Umbria	"	9	115	132	376
"	8	137	92	299	Lucania	"	16	233	184	358
"	16	122	126	168	Etruria	"	23	91	49	146
"	23	137	112	157	Campania	"	30	122	64	141
62 Trips		9856	9160	20855	Totals	62 Trips		10828	7388	11809

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3645

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Table 18—Trans-Atlantic Passenger Movement, 1899.

CUNARD LINE.

BOSTON—LIVERPOOL.

	Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
	Jan. 1	1	4	16	Pavonia	Jan. 5	1	11	25
	" 17	4	8	39	Cephalonia	" 21	2	8	14
	Feb. 21	2	24	44	Cephalonia	Feb. 25	2	6	26
	Mar. 5	..	4	43	Catalonia	Mar. 11	4	2	26
	" 11	..	..	128	Ultonia	" 18	..	..	41
3647	" 25	6	35	163	Cephalonia	Apr. 1	7	15	41
	Apr. 9	5	15	170	Catalonia	" 15	14	18	52
	" 17	..	..	538	Ultonia	" 22	..	..	60
	" 22	9	28	475	Pavonia	" 29	26	19	31
	May 6	10	37	942	Cephalonia	May 13	38	41	79
	" 14	6	27	371	Catalonia	" 20	27	44	44
	" 19	..	..	513	Ultonia	" 27	..	..	138
	" 27	20	32	264	Pavonia	June 3	93	44	111
	June 10	18	41	345	Cephalonia	" 17	124	47	71
	" 18	9	16	144	Catalonia	" 24	114	72	72
	" 24	..	..	326	Ultonia	July 1	..	..	159
	" 30	10	26	141	Pavonia	" 8	117	53	58
	July 15	19	27	170	Cephalonia	" 22	72	50	66
3648	" 23	21	23	92	Catalonia	" 29	37	27	36
	" 28	..	..	263	Ultonia	Aug. 9	..	..	67
	Aug. 5	43	45	129	Pavonia	" 12	34	38	81
	" 18	66	64	160	Cephalonia	" 26	22	17	69
	" 26	73	46	137	Catalonia	Sept. 2	7	25	31
	Sept. 9	146	65	445	Pavonia	" 16	15	35	80
	" 24	123	63	467	Cephalonia	" 30	15	20	40
	Oct. 1	81	137	323	Catalonia	Oct. 7	17	14	40
	" 7	..	..	335	Ultonia	" 15	..	..	73
	Nov. 15	..	..	245	Ultonia	Nov. 21	..	..	72
	Dec. 21	..	..	183	Ultonia	Dec. 28	..	..	29
	29 Trips	672	767	7611	Totals	29 Trips	788	606	1732

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Table 19—Trans-Atlantic Passenger Movement, 1899.

DOMINION LINE.

Montreal (Summer) Portland (Winter) Mont. Port. Arrival	Westbound I	II	III	Steamer	Liverpool Mont. Port. Departure	Eastbound I	II	III
				Vancouver	Jan. 6	7	14	8
Jan. 10	6	18	69	Labrador	" 18	21	12	45
" 21	12	26	42	Scotsman	" 31	21	14	18
" 28	17	11	36	Vancouver	Feb. 7	13	16	24
Feb. 13	30	40	87	Labrador	" 21	21	19	24
" 26	16	44	86	Scotsman	Mar. 7	14	21	20
Mar. 4	22	54	74	Vancouver	" 16	40	36	33
" 20	61	93	210	Dominion	" 26	30	23	41
Apr. 2	28	96	280	Scotsman	Apr. 12	38	19	44
" 10	49	100	120	Vancouver	" 17	25	20	42
" 23	78	135	490	Dominion	May 3	96	66	104
May 7	60	125	225	Scotsman	" 13	69	83	60
" 14	56	53	115	Vancouver	" 20	105	45	84
" 27	94	68	220	Dominion	June 3	155	110	112
June 9	59	97	230	Scotsman	" 17	102	84	83
" 24	105	66	155	Vancouver	July 1	237	102	115
July 3	82	89	135	Dominion	" 8	152	96	92
" 8	26	36	116	Cambroman	" 15	73	57	46
" 15	65	81	130	Scotsman	" 22	63	44	72
" 28	65	27	91	Vancouver	Aug. 5	33	36	59
Aug. 6	119	120	87	Dominion	" 12	63	50	56
" 12	62	36	91	Cambroman	" 19	11	23	42
" 19	75	102	94	Scotsman	" 26	50	20	54
Sept. 1	176	53	112	Vancouver	Sept. 7	51	15	30
" 9	123	118	152	Dominion	" 16	72	36	53
" 17	87	34	73	Cambroman	" 23	31	22	22
.....	88	100	71	Scotsman	.....	..	..	..

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Oct. 2	135	62	87	Vancouver	Oct. 7	34	39	45
" 15	96	92	201	Dominion	" 21	51	41	35
" 22	40	35	55	Cambroman	" 28	28	35	90
Nov. 6	40	30	149	Vancouver	Nov. 10	45	22	37
" 16	27	25	199	Dominion	" 21	44	86	131
" 22	4	20	70	Cambroman	" 29	3	6	61
Dec. 2	24	32	203	Vancouver	Dec. 9	26	70	242
" 18	11	13	169	Dominion	" 25	15	25	22
" 24	26	12	132	Cambroman	" 30	11	10	25
35 Trips	2064	2143	4856	Totals	35 Trips	1850	1417	2071

3653 Table 20—Trans-Atlantic Passenger Movement, 1899.

DOMINION LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
.....	..	..	..	New England	Jan. 4	44	12	56
Jan. 14	17	19	37	Canada	" 19	13	18	72
" 23	6	10	17	Dominion	" 26	10	9	37
" 28	18	27	64	New England	Feb. 1	24	25	43
Feb. 12	20	22	122	Canada	" 16	21	28	52
3654 " 21	9	10	33	Dominion	" 25	4	6	28
" 24	27	40	125	New England	Mar. 1	34	12	67
Mar. 10	20	34	243	Canada	" 15	53	26	95
Apr. 1	38	50	574	New England	Apr. 5	62	57	177
" 14	37	42	412	Canada	" 19	65	30	145
" 28	46	92	1020	New England	May 3	131	121	400
May 12	37	55	558	Canada	" 17	90	76	292
" 27	75	75	706	New England	" 31	195	203	836
June 9	52	37	470	Canada	June 14	202	154	429
" 17	22	..	178	Derbyshire	" 21	112	..	127
" 29	86	87	429	New England	July 5	265	228	485

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July 7	48	39	166	Canada	" 12	226	92	207
" 15	14	..	144	Derbyshire	" 19	55	..	143
" 28	96	95	334	New England	Aug. 2	118	95	294
Aug. 12	43	..	201	Derbyshire	" 16	45	..	114
" 25	215	267	707	New England	" 30	97	55	217
Sept. 1	221	193	308	Canada	Sept. 6	18	30	110
" 9	106	..	205	Derbyshire	" 13	13	..	86
" 22	240	221	738	New England	" 27	102	69	239
Oct. 6	185	196	520	Canada	Oct. 11	61	45	150
" 20	161	153	603	New England	" 25	79	84	274
Nov. 4	88	49	171	Canada	Nov. 8	23	36	148
" 17	78	77	333	New England	" 22	18	30	249
Dec. 14	54	33	168	New England	Dec. 21	40	32	135
28 Trips	2059	1923	9586	Totals	29 Trips	2220	1573	5707

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Table 21—Trans-Atlantic Passenger Movement, 1899.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
			Patria	Jan. 3	1	74	69	2	3
Jan. 8	..	265	Britannia	" 14	2	25	23	2	..
Feb. 8	..	286	Alesia	Feb. 17	..	65	51	12	2
" 24	..	298	Burgundia	Mar. 3	1	51	44	5	2
" 24	..	325	Patria	" 14	..	26	24	1	1
Mar. 13	..	610	Massilia	" 23	..	12	11	..	..
Apr. 2	..	797	Neustria	Apr. 8	..	26	25	1	..
" 11	..	553	Alesia	" 18	..	42	36	3	3
" 29	..	1190	Patria	May 4	..	55	37	13	5
" 30	..	502	Burgundia	.....	..	..	..	..	..
May 8	1	947	Massilia	.....	..	..	..	..	..
" 16	..	858	Chateau Yquem	May 23	..	40	32	6	2
" 27	..	637	Neustria	.....	..	..	..	..	..

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June 17	..	638	Patria	June 24	7	44	36	8	..
" 29	..	161	Britannia	July 6	..	41	33	5	3
July 10	3	286	Chateau Yquem	" 18	..	62	49	8	5
" 25	..	295	Massilia	Aug. 2	2	133	113	16	4
Aug. 8	1	604	Patria	" 16	..	105	85	12	8
" 22	..	275	Neustria	" 30	..	84	68	12	4
Sept. 5	..	446	Chateau Yquem	Sept. 12	3	87	79	6	2
" 30	..	609	Massilia	Oct. 6	3	40	35	3	2
Oct. 6	6	624	Patria	" 14	2	99	91	6	2
" 22	2	668	Neustria	" 28	..	30	26	4	..
Nov. 3	4	696	Chateau Yquem	Nov. 11	2	168	156	10	2
" 24	5	562	Massilia	Dec. 2	1	274	265	7	2
3659 Dec. 1	..	529	Patria	" 6	..	222	214	6	2
" 19	1	460	Neustria	.....	..	..	..	..	..
26 Trips	23	14121	Totals	23 Trips	24	1804	1602	148	54

Table 22—Trans-Atlantic Passenger Movement, 1899.

FABRE LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound III	Steamer	N. O. Departure	Eastbound III	A	C	I
3660	..	Britannia	May 5	115	83	20	12
June 25	233	Alesia	July 12	50	38	7	5
Oct. 23	450	Olbia	.....	..	..	..	..
2 Trips	683	Totals	2 Trips	165	121	27	17

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Table 23—Trans-Atlantic Passenger Movement, 1899.

FRENCH LINE.

NEW YORK—HAVRE.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 1	18	24	181	La Gascogne	Jan. 7	22	14	110	
" 9	15	30	173	La Champagne	" 14	34	20	102	
" 16	21	20	207	La Bretagne	" 21	34	23	107	
" 24	17	30	255	La Normandie	" 28	42	28	103	3662
" 30	34	31	196	La Gascogne	Feb. 4	36	26	113	
Feb. 6	26	26	216	La Champagne	" 11	24	30	94	
" 14	36	22	225	La Bretagne	" 18	19	25	97	
" 19	28	61	272	La Touraine	" 25	26	30	138	
" 27	23	13	348	La Normandie	Mar. 4	21	28	101	
Mar. 6	32	32	490	La Champagne	" 11	54	26	163	
" 12	22	60	497	La Bretagne	" 18	30	36	153	
" 19	44	49	643	La Touraine	" 25	75	37	160	
" 27	22	36	512	La Normandie	Apr. 1	18	31	110	
Apr. 2	25	56	588	La Champagne	" 8	43	41	158	
" 9	9	30	393	La Bretagne	" 15	55	33	164	
" 16	76	90	676	La Touraine	" 22	103	52	229	
" 23	19	56	982	La Gascogne	" 29	51	92	196	3663
" 30	20	40	759	La Normandie	May 6	56	64	229	
May 7	36	47	806	La Champagne	" 13	100	47	252	
" 14	18	41	833	La Bretagne	" 31	41	40	126	
" 20	26	78	480	La Touraine	" 24	209	78	269	
" 23	..	..	115	Wooloomooloo	.....	..	..	..	
" 28	14	43	527	La Gascogne	June 5	95	74	177	
June 4	15	56	402	La Champagne	" 10	119	82	225	
" 12	44	34	460	La Touraine	" 17	300	115	294	
" 15	..	..	27	Chateau Lafite	.....	..	..	..	
" 19	45	52	428	La Bretagne	June 24	127	69	246	
" 25	30	50	200	La Gascogne	July 1	122	88	222	

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July	2	26	26	282	La Champagne	"	8	182	87	201
"	10	30	45	213	La Normandie	"	15	130	75	195
"	16	31	61	297	La Bretagne	"	22	140	70	198
"	23	32	71	251	La Gascogne	"	29	116	56	268
"	29	81	73	300	La Touraine	Aug.	5	150	49	252
Aug.	6	44	60	206	La Champagne	"	12	38	61	238
"	13	87	78	245	La Bretagne	"	19	75	23	179
"	21	85	65	263	La Normandie	"	26	38	31	170
"	26	160	100	409	La Touraine	Sept.	2	87	50	228
Sept.	4	184	115	448	La Champagne	"	9	20	34	243
"	10	202	95	405	La Gascogne	"	16	40	45	256
"	17	212	129	428	La Bretagne	"	23	33	44	231
3665 "	23	293	124	454	La Touraine	"	30	69	49	246
Oct.	2	115	97	577	La Normandie	Oct.	7	33	37	219
"	8	88	96	534	La Champagne	"	14	75	39	222
"	15	108	92	721	La Gascogne	"	21	33	41	251
"	22	68	87	607	La Bretagne	"	28	29	44	152
"	28	95	144	577	La Touraine	Nov.	2	61	29	168
Nov.	6	43	63	744	La Champagne	"	9	21	17	215
"	12	48	148	480	La Gascogne	"	16	40	31	222
"	19	54	48	577	La Bretagne	"	23	45	32	171
"	26	39	36	530	La Normandie	"	30	26	20	261
Dec.	3	27	62	486	La Champagne	Dec.	7	31	30	402
"	10	30	35	332	La Gascogne	"	14	30	29	226
"	17	36	74	415	L'Aquitaine	"	21	62	44	153
3666 "	24	25	34	213	La Bretagne	"	28	14	35	89
54 Trips		2958	3165	22885	Totals	52 Trips		3474	2331	9994

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Table 24—Trans-Atlantic Passenger Movement, 1899.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
.....	..	..	..	Auguste Victoria	Apr. 6	121	142	217	
Apr. 28	117	130	600	Furst Bismarck	May 4	296	265	361	
May 26	119	133	508	Furst Bismarck	June 1	302	261	353	
June 9	82	143	628	Auguste Victoria	" 15	344	165	339	3668
" 26	95	154	388	Furst Bismarck	" 29	319	240	351	
July 21	174	192	270	Furst Bismarck	July 27	305	229	334	
Aug. 4	184	161	219	Auguste Victoria	Aug. 10	131	127	299	
" 18	267	265	237	Furst Bismarck	" 24	135	159	212	
Sept. 1	373	155	302	Auguste Victoria	Sept. 7	97	109	215	
" 8	272	165	117	Columbia	" 14	35	39	90	
" 15	312	245	240	Furst Bismarck	" 21	117	102	246	
" 29	365	179	245	Auguste Victoria	Oct. 5	134	86	199	
Oct. 6	197	162	105	Columbia	" 12	53	54	107	
" 9	330	274	39	Kasier Friedrich	" 17	48	41	28	
" 13	268	265	216	Furst Bismarck	" 19	127	62	173	
" 28	247	174	372	Auguste Victoria	.....	..	..	..	
Nov. 7	154	108	19	Kaiser Friedrich	Nov. 9	102	70	30	3669
" 11	141	195	286	Furst Bismarck	.....	..	..	..	
Dec. 22	67	116	311	Columbia	.....	..	..	..	
18 Trips	3764	3216	5102	Totals	16 Trips	2666	2151	3554	

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Table 25—Transatlantic Passenger Movement, 1899.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	.....	..	..	..	Patria	Jan. 7	9	22	52
	Jan. 18	12	29	285	Phoenicia	" 23	10	16	114
	" 21	..	..	242	Bulgaria	" 28	..	..	47
	" 21	18	58	235	Pennsylvania	" 30	33	33	62
	" 30	..	4	314	Brasilia	Feb. 4	..	3	108
3671	Feb. 4	16	35	435	Palatia	" 11	9	39	87
	" 20	18	21	474	Patria	" 25	13	19	186
	" 25	4	38	624	Phoenicia	Mar. 4	17	18	236
	Mar. 3	52	68	944	Pennsylvania	" 11	34	64	153
	" 11	..	9	846	Brasilia	" 18	..	4	89
	" 18	17	47	431	Palatia	" 26	20	15	48
	" 26	20	58	1204	Pretoria	Apr. 1	54	52	76
	" 31	8	33	1126	Patria	" 8	13	32	85
	Apr. 8	25	36	1000	Phoenicia	" 15	23	45	114
	" 15	21	31	804	Graf Waldersee	" 22	84	123	149
	" 21	45	60	1163	Pennsylvania	" 29	178	152	168
	" 28	13	53	994	Palatia	May 6	..	198	283
	May 6	35	63	1356	Pretoria	" 13	170	136	161
3672	.....	..	..	..	Brasilia	" 18	..	7	32
	May 12	13	62	798	Patria	" 20	..	191	180
	" 18	28	64	1080	Patricia	" 27	203	132	107
	" 24	..	31	656	Phoenicia	" 30	..	204	26
	" 26	30	60	445	Graf Waldersee	June 3	215	134	166
	June 1	22	75	854	Pennsylvania	" 10	182	139	174
	.....	..	..	..	Bulgaria	" 13	..	15	13
	June 9	..	90	1052	Palatia	" 17	..	158	117
	" 16	47	88	1214	Pretoria	" 24	196	130	112
	.....	..	..	..	Brasilia	" 27	..	16	8
	June 23	..	64	640	Patria	July 1	..	165	110
	" 18	30	44	718	Patricia	" 8	203	137	148

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July	4	..	17	80	Phoenicia	"	11	..	161	49
"	7	63	64	456	Graf Waldersee	"	15	214	138	148
"	13	86	111	601	Pennsylvania	"	22	173	129	137
"	19	..	..	111	Bulgaria	"	25	..	3	9
"	21	..	117	300	Palatia	"	29	..	105	89
"	28	63	82	462	Pretoria	Aug.	5	120	64	136
Aug.	1	..	..	55	Brasilia	"	8	..	6	19
"	4	..	93	339	Patria	"	12	..	63	48
"	10	54	99	286	Patricia	"	22	89	52	86
"	14	..	71	103	Phoenicia	"	22	..	52	28
"	17	156	141	348	Graf Waldersee	"	26	87	57	100
"	23	178	145	455	Pennsylvania	Sept.	2	59	79	114
"	29	..	15	81	Bulgaria	"	5	..	..	11
"	31	..	195	324	Palatia	"	9	..	43	49
Sept.	8	180	133	363	Pretoria	"	16	54	24	41
"	13	..	19	61	Brasilia	"	19	..	..	30
"	14	..	181	229	Patria	"	23	..	57	54
"	21	242	134	245	Patricia	"	30	61	27	65
"	25	..	208	107	Phoenicia	Oct.	3	..	25	35
"	29	245	129	316	Graf Waldersee	"	7	24	16	77
Oct.	5	185	150	221	Pennsylvania	"	14	55	35	88
"	13	..	208	257	Palatia	"	21	..	33	40
"	16	..	..	110	Bulgaria	"	24	..	..	19
"	20	179	142	429	Pretoria	"	28	46	34	93
"	24	..	8	100	Brasilia	"	31	..	..	25
"	26	..	205	439	Patria	Nov.	4	..	45	80
Nov.	3	110	92	585	Patricia	"	11	31	18	108
"	10	..	49	146	Phoenicia	"	15	..	10	58
"	12	63	94	451	Graf Waldersee	"	18	44	25	83
"	18	63	88	578	Pennsylvania	"	25	38	47	95
"	27	..	..	651	Belgravia	Dec.	2	..	..	78
"	28	..	..	360	Bulgaria	"	5	..	11	37
Dec.	3	79	114	700	Pretoria	"	9	64	98	282
"	9	..	70	417	Palatia	"	16	..	27	73
"	17	86	73	883	Patricia	"	23	35	17	76
"	24	45	41	586	Graf Waldersee	"	30	38	21	72
"	30	..	50	505	Phoenicia	.....		..	..	..
63 Trips		2551	4559	32674	Totals	66 Trips		2898	3921	6043

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Table 26—Trans-Atlantic Passenger Movement, 1899.

HAMBURG-AMERICAN LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
.....	..	..	Furst Bismarck	Jan. 4	296	214	200	8	6
Jan. 16	54	203	Aug. Victoria	" 26	377	139	112	17	10
Feb. 11	52	457	Furst Bismarck	Feb. 14	345	114	99	8	7
Apr. 3	192	679	Aug. Victoria	.....	..	..	..	..	..
.....	..	..	Aug. Victoria	Nov. 4	188	839	779	47	13
3677	..	..	Furst Bismarck	" 18	213	991	941	29	21
Dec. 5	70	707	Aug. Victoria	Dec. 9	253	1222	1173	38	11
" 19	56	494	Furst Bismarck	.....	..	..	..	..	..
5 Trips	424	2540	Totals	6 Trips	1672	3519	3304	147	68

Table 27—Trans-Atlantic Passenger Movement, 1899.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

N. Y. Arrival	Westbound III	Steamer	N. Y. Arrival	Westbound III	Steamer
3678 Jan. 2	120	Albano	July 6	253	Pompeji
" 21	102	Pisa	" 20	77	Barcelona
" 29	52	Catania	Aug. 3	84	Sorrento
Mar. 1	123	Albano	" 15	86	Albano
" 15	127	Bohemia	" 31	52	Pompeji
" 23	534	Pisa	Sept. 13	88	Barcelona
Apr. 16	199	Sorrento	Oct. 12	104	Albano
" 25	359	Albano	" 26	119	Italia
May 12	381	Pompeji	Nov. 11	116	Barcelona
" 25	207	Arabia	Dec. 8	315	Albano
" 31	412	Pisa	" 28	276	Italia
June 9	268	Sorrento			
" 20	272	Albano	24 Trips	4726	Total

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Table 28—Trans-Atlantic Passenger Movement, 1899.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—MONTREAL.

Mont. Arrival	Westbound III	Steamer	Mont. Arrival	Westbound III	Steamer
Apr. 18	554	Armenia	June 5	772	Bulgaria
" 26	630	Palatia	" 15	393	Brasilia
May 9	1398	Brasilia	July 2	356	Phœnicia
" 22	1308	Phœnicia			
			7 Trips	5411	Total

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Table 29—Trans-Atlantic Passenger Movement, 1899.

HAMBURG-AMERICAN LINE.

HAMBURG—BOSTON.

Bost. Arrival	Westbound III	Steamer
Feb. 20	50	Alesia

Table 30—Trans-Atlantic Passenger Movement, 1899. 3681

HAMBURG-AMERICAN LINE.

HAMBURG—BALTIMORE.

Balt. Arrival	Westbound III	Steamer
Jan. 3	54	Assyria

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Table 31—Trans-Atlantic Passenger Movement, 1899.

HOLLAND-AMERICA LINE.

NEW YORK—ROTTERDAM, AMSTERDAM.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 4	6	26	152	Maasdam	Jan. 7	8	2	54
	" 11	11	18	174	Rotterdam	" 14	15	12	113
	" 18	..	20	98	Amsterdam	" 21	..	16	84
3683	" 23	25	31	139	Statendam	" 28	14	6	69
	" 24	..	..	53	Werkendam	.....	..	..	..
	Feb. 4	..	23	147	Edam	Feb. 7	..	4	..
	" 14	..	38	163	Spaarndam	" 18	..	24	99
	" 18	..	41	218	Maasdam	" 22	..	9	15
	" 23	..	24	124	Amsterdam	" 26	..	10	55
	Mar. 4	..	23	227	Werkendam	Mar. 7	..	11	20
	" 11	..	29	243	Edam	" 15	..	15	40
	" 22	..	59	320	Spaarndam	" 25	..	40	26
	" 27	20	48	255	Rotterdam	Apr. 1	43	12	47
	Apr. 5	..	29	201	Amsterdam	" 8	..	22	19
	" 7	..	6	20	Werkendam	" 13	..	4	..
	" 10	30	31	200	Statendam	" 15	92	31	56
3684	" 19	..	29	226	Maasdam	" 23	..	61	25
	" 25	..	39	256	Spaarndam	" 29	..	70	67
	" 30	36	64	487	Rotterdam	May 6	111	113	68
	May 9	..	30	393	Amsterdam	" 13	..	69	40
	" 14	48	61	517	Statendam	" 20	168	132	99
	" 22	..	37	285	Maasdam	" 27	..	132	56
	" 31	..	20	200	Spaarndam	June 3	..	123	61
	June 4	33	41	303	Rotterdam	" 10	147	125	75
	" 9	..	5	107	Edam	" 15	..	71	..
	" 12	..	28	268	Amsterdam	" 17	..	92	54
	" 18	58	51	511	Statendam	" 24	197	153	90
	" 25	..	43	267	Maasdam	July 1	..	141	42
	.....	..	..	..	Werkendam	" 1	..	94	..

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July	4	..	20	355	Spaarndam	"	8	..	159	39	
"	9	33	41	463	Rotterdam	"	15	183	101	85	
"	17	..	39	339	Amsterdam	"	22	..	89	59	
"	22	71	65	487	Statendam	"	29	171	51	101	
"	30	..	66	320	Maasdam	Aug.	5	..	97	68	
Aug.	7	..	76	315	Spaarndam	"	12	..	35	52	
"	13	117	102	737	Rotterdam	"	19	63	42	99	
"	21	..	92	373	Amsterdam	"	26	..	41	61	
"	29	..	86	534	Werkendam	Sept.	2	..	26	43	
Sept.	3	191	154	713	Statendam	"	9	85	38	87	
"	11	..	144	469	Maasdam	"	16	..	33	79	
"	19	..	155	284	Spaarndam	"	23	..	36	69	
"	24	199	104	292	Rotterdam	"	30	54	25	122	3686
Oct.	2	..	87	240	Amsterdam	Oct.	7	..	17	76	
"	8	196	157	261	Statendam	"	14	75	31	95	
"	12	..	57	76	Werkendam	"	17	..	3	8	
"	16	..	117	357	Maasdam	"	21	..	31	76	
"	24	..	46	398	Spaarndam	"	28	..	24	54	
"	29	54	89	794	Rotterdam	Nov.	4	37	33	172	
Nov.	8	..	41	411	Amsterdam	"	11	..	33	49	
"	14	76	51	865	Statendam	"	19	47	23	138	
"	20	..	13	402	Maasdam	"	25	..	25	94	
"	24	..	..	93	Werkendam	.....		..	..	..	
"	28	..	35	300	Spaarndam	Dec.	2	..	20	152	
Dec.	3	37	40	727	Rotterdam	.....		..	..	..	
"	12	..	16	360	Amsterdam	Dec.	16	..	26	99	3687
.....		..	..	..	Rotterdam	"	28	26	18	93	
Dec.	19	35	42	393	Statendam	.....		..	..	..	
"	26	..	29	192	Maasdam	Dec.	30	..	14	78	
56	Trips	1276	2858	18104	Totals	54	Trips	1536	2665	3522	

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Table 32—Trans-Atlantic Passenger Movement, 1899.

INSULAR NAVIGATION COMPANY.

NEW YORK—AZORES—LISBON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II
Jan. 9	..	..	6	Vega	Jan. 18	..	8
Feb. 5	1	..	11	Peninsular	Feb. 18	2	21
Mar. 7	13	21	29	Vega	Mar. 14	..	43
Apr. 15	33	..	394	Peninsular	Apr. 21	11	115
" 22	7	..	86	Vega	May 1	2	23
3689 June 6	20	..	234	Peninsular	June 12	6	64
July 23	21	..	190	Peninsular	July 29	5	7
Sept. 8	..	..	126	Peninsular	Sept. 14	7	85
Oct. 30	24	..	196	Peninsular	Nov. 5	4	136
Dec. 19	..	..	96	Peninsular	Dec. 27	6	42
10 Trips	119	21	1368	Totals	10 Trips	43	544

Table 33—Trans-Atlantic Passenger Movement, 1899.

LEYLAND LINE.

BOSTON—LIVERPOOL.

Boston Westbound Arrival	I	Steamer	Boston Eastbound Departure	I
		Cestrian	Jan. 4	2
		Philadelphian	" 11	1
Jan. 14	3	Armenian	" 19	6
" 21	1	Lancastrian		
" 26	1	Victorian	Feb. 1	4
Feb. 1	6	Cestrian	" 8	1
" 19	8	Armenian	" 24	5
		Lancastrian	Mar. 1	1
Mar. 1	4	Victorian	" 8	2
" 8	10	Cestrian	" 15	5
" 15	1	Philadelphian		

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" 22	1	Armenian	Mar. 29	2	
" 29	1	Lancastrian	Apr. 5	1	
Apr. 4	1	Victorian	" 12	18	
" 12	7	Cestrian	" 19	19	
" 18	1	Philadelphian	" 26	4	
" 25	17	Armenian	May 3	22	
May 3	2	Lancastrian			
" 9	13	Victorian	May 17	35	
" 16	9	Cestrian	" 24	26	
" 23	3	Philadelphian	" 31	1	
" 30	18	Armenian	June 7	40	
June 6	5	Lancastrian	" 14	4	3692
" 13	10	Victorian	" 21	49	
" 20	18	Cestrian	" 28	50	
" 27	4	Philadelphian	July 5	3	
July 5	17	Armenian	" 12	45	
" 11	5	Lancastrian	" 19	5	
" 18	14	Victorian	" 26	40	
" 31	26	Cestrian	Aug. 2	21	
Aug. 1	33	Winifredian	" 9	37	
" 8	29	Armenian	" 16	17	
" 15	1	Lancastrian	" 23	1	
" 22	38	Victorian	" 30	17	
" 29	45	Cestrian	Sept. 6	5	
Sept. 5	105	Winifredian	" 13	41	
" 12	51	Armenian	" 20	17	3693
" 19	6	Lancastrian			
" 27	41	Victorian	Oct. 4	38	
Oct. 3	43	Cestrian	" 11	8	
" 11	70	Winifredian	" 18	28	
" 22	3	Philadelphian			
" 25	2	Lancastrian			
Nov. 1	32	Victorian	Nov. 8	14	
" 9	11	Cestrian	" 15	2	
" 17	22	Winifredian	" 24	15	
" 21	2	Philadelphian	" 29	1	
" 28	1	Lancastrian			
Dec. 22	16	Winifredian	Dec. 28	8	
46 Trips	757	Totals	42 Trips	661	

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Table 34—Trans-Atlantic Passenger Movement, 1899.

LINHA DE VAPORES PORTUGUEZES.

NEW YORK—AZORES—LISBON.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 8	7	21	Dona Maria	Jan. 14	1	2
Mar. 6	2	..	Dona Maria			
" 16	4	105	Oevenum	Mar. 23	3	4
Apr. 27	18	376	Dona Maria	May 4	..	14
May 19	6	141	Oevenum	" 25	..	25
June 14	18	201	Dona Maria			
July 10	6	105	Oevenum			
" 23	6	66	Dona Maria	July 28	..	14
Sept. 29	8	381	Dona Maria	Oct. 8	..	83
Nov. 24	5	122	Dona Maria	Dec. 3	..	57
10 Trips	80	1518	Totals	7 Trips	4	199

Table 35—Trans-Atlantic Passenger Movement, 1899.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
Feb. 24	..	315	Sempione	Mar. 5	..	84	74	6	4
Mar. 26	8	861	Archimede	Apr. 3	3	64	52	11	2
Apr. 24	..	984	Sempione	May 3	..	160	125	26	8
May 23	5	879	Archimede	June 3	12	144	106	28	10
June 5	11	693	Manilla	" 17	18	204	164	28	12
" 26	..	686	Sempione	July 8	..	226	195	19	12
Aug. 4	15	804	Archimede	Aug. 15	9	202	169	25	8
" 31	9	892	Sempione	Sept. 9	..	283	236	34	13
Oct. 9	21	923	Archimede	Oct. 14	3	132	105	18	9
Nov. 3	..	1000	Sempione	Nov. 14	..	302	271	20	11
" 28	7	798	Archimede	Dec. 6	3	180	162	13	5
11 Trips	76	8835	Totals	11 Trips	48	1981	1659	228	94

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Table 36—Trans-Atlantic Passenger Movement, 1899.

NAVIGAZIONE GENERALE ITALIANA.

PALERMO—NEW ORLEANS.

N. O. Arrival	Westbound I	III	Steamer
Oct. 4	2	892	Vincenzo Floria

Table 37—Trans-Atlantic Passenger Movement, 1899.

NORTH GERMAN LLOYD.

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EXPRESS SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
.....	..	..	..	K. Wm. der Grosse	Jan. 3	161	87	187
Jan. 6	23	34	95	Trave	.....	..	..	..
" 19	47	77	267	Lahn	Jan. 24	45	53	126
" 28	40	51	309	Saale	" 31	25	32	88
Feb. 17	32	63	496	Lahn	Feb. 21	65	49	168
" 24	30	30	271	Saale	.....	..	..	..
Mar. 2	30	30	472	Trave	Mar. 7	33	24	142
" 7	269	163	633	K. Wm. der Grosse	" 14	221	130	434
" 16	23	38	458	Lahn	" 21	25	87	242
" 22	146	88	509	Kaiser Friedrich	" 28	153	67	148
" 30	41	22	398	Trave	Apr. 4	30	65	187
Apr. 4	237	109	562	K. Wm. der Grosse	" 11	319	200	504
" 13	37	25	284	Lahn	" 18	84	108	238
" 19	155	72	510	Kaiser Friedrich	" 25	258	144	301
" 27	35	30	512	Trave	May 2	58	132	241
May 2	293	157	632	K. Wm. der Grosse	" 9	444	344	647
" 11	60	49	423	Lahn	" 16	157	120	273
" 17	137	99	499	Kaiser Friedrich	" 23	369	275	395
" 25	42	30	493	Trave	" 30	128	100	199

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	" 30	332	129	648	K. Wm. der Grosse	June 6	434	349	608
	June 8	75	44	517	Lahn	" 13	165	110	134
	" 14	173	82	494	Kaiser Friedrich	" 20	384	275	401
	" 22	26	20	314	Trave	" 27	182	106	167
	" 27	315	158	628	K. Wm. der Grosse	July 4	446	332	672
	July 6	70	33	322	Lahn	" 11	147	107	232
	" 20	61	57	250	Trave	" 25	160	99	244
	Aug. 5	120	106	296	Lahn	Aug. 9	89	45	126
	" 9	321	302	525	K. Wm. der Grosse	" 15	273	147	433
	" 17	50	101	214	Trave	" 22	40	41	158
	" 24	83	125	332	Saale	" 29	58	43	147
	Sept. 2	141	134	393	Lahn	Sept. 5	52	46	103
3701	" 5	438	345	629	K. Wm. der Grosse	" 12	180	129	273
	" 14	180	95	245	Trave	" 19	47	35	123
	" 21	158	98	39	Saale	" 26	40	46	97
	" 23	211	..	400	Kaiser Wm. II	.....	..	..	..
	" 27	150	123	362	Lahn	Oct. 3	31	34	97
	Oct. 3	455	350	628	K. Wm. der Grosse	" 10	283	114	225
	" 5	73	197	157	Werra	.....	..	..	..
	" 12	99	116	364	Trave	Oct. 17	19	25	61
	" 19	106	124	481	Saale	" 24	31	32	73
	" 28	395	248	642	K. Wm. der Grosse	" 31	209	122	229
	" 26	135	89	499	Lahn	Nov. 7	40	30	74
	Nov. 10	70	65	470	Trave	" 14	49	53	64
	" 17	45	25	475	Saale	" 21	28	35	79
3762	" 21	367	188	632	K. Wm. der Grosse	" 28	289	156	263
	.....	..	..	..	Aller	Dec. 5	47	53	182
	Dec. 7	69	53	480	Trave	" 12	84	91	161
	" 19	357	170	619	K. Wm. der Grosse	.....	..	..	..
	6 Trips	6750	4744	19878	Totals	43 Trips	6382	4672	9946

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Table 38—Trans-Atlantic Passenger Movement, 1899.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 1	..	17	225	Karlsruhe	Jan. 5	..	11	36	
" 10	..	16	86	Gera	" 13	..	24	80	
" 17	..	31	174	Weimar	.....	..	..	..	
" 21	..	14	252	Oldenburg	Jan. 26	..	4	26	3704
Feb. 2	..	29	234	H. H. Meier	Feb. 5	..	17	23	
" 7	..	65	435	Stuttgart	" 11	..	15	39	
" 15	..	16	386	Gera	" 19	..	21	40	
" 20	23	70	334	Friedrich der Grosse	" 23	22	31	58	
" 25	..	16	298	Weimar	.....	..	..	..	
Mar. 2	..	18	296	Oldenburg	Mar. 9	..	4	16	
" 9	..	39	724	H. H. Meier	" 16	..	9	51	
" 16	4	44	973	Bremen	" 23	20	20	62	
" 27	..	..	772	Bonn	.....	..	..	..	
Apr. 7	..	25	416	Weimar	Apr. 13	..	34	32	
" 13	18	56	1028	Koenigin Luise	" 20	143	91	135	
" 20	10	39	735	Friedrich der Grosse	" 27	202	115	97	
" 26	47	31	791	Bremen	May 4	166	135	156	3705
May 4	..	31	1177	H. H. Meier	" 11	..	86	48	
" 14	18	61	1552	Barbarossa	" 22	180	117	137	
" 16	30	102	879	Koenigin Luise	" 25	180	116	141	
" 23	37	53	1199	Friedrich der Grosse	June 1	207	127	161	
" 31	38	45	976	Bremen	" 8	227	135	141	
June 7	..	32	911	Prinz Regent Luitpold	" 15	105	116	77	
" 15	..	66	1666	H. H. Meier	.....	..	..	..	
" 20	..	..	380	Barbarossa	June 24	225	132	158	
" 20	59	62	453	Koenigin Luise	" 29	224	117	73	
" 27	33	55	515	Friedrich der Grosse	July 6	227	118	140	

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July	6	50	56	644	Bremen	"	13	234	107	108
"	15	60	90	732	Prinz Regent Luitpold	"	18	99	116	210
"	22	83	80	523	Barbarossa	"	27	196	68	60
"	30	104	113	743	Koenigin Luise	Aug.	3	168	65	204
Aug.	1	126	94	309	Friedrich der Grosse	"	10	103	50	97
"	9	200	108	374	Bremen	"	17	80	28	98
"	16	27	109	381	Prinz Regent Luitpold	"	24	4	8	44
"	23	162	156	459	Barbarossa	"	31	68	34	40
"	29	218	138	558	Koenigin Luise	Sept.	7	43	44	64
Sept.	5	220	125	578	Friedrich der Grosse	"	14	54	24	38
"	14	234	141	638	Bremen	"	21	35	21	50
"	22	46	36	554	Oldenburg	"	28	..	18	31
707 "	27	219	135	571	Barbarossa	Oct.	5	54	27	57
Oct.	3	237	132	626	Koenigin Luise	"	12	31	41	37
"	11	210	138	559	Friedrich der Grosse	"	19	64	17	27
"	18	..	95	466	H. H. Meier	"	26	..	14	33
"	26	..	97	571	Darmstadt	Nov.	2	..	14	45
Nov.	6	170	135	1198	Barbarossa	"	10	30	13	72
"	9	140	122	714	Koenigin Luise	"	16	50	22	52
"	17	..	45	592	Oldenburg	"	22	..	3	12
"	23	..	47	720	H. H. Meier	"	30	..	25	18
"	29	..	71	832	Darmstadt	Dec.	7	..	15	41
Dec.	7	..	42	859	Willehad	"	14	..	10	39
"	16	..	33	712	Stuttgart	"	19	..	18	57
"	22	5	30	532	Rhein	"	28	2	9	28
708 "	28	..	36	458	H. H. Meier	.....		..	..	..
53 Trips		2828	3437	33770	Totals	48 Trips		3443	2406	3489

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Table 39—Trans-Atlantic Passenger Movement, 1899.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
.....	..	..	..	Trave	Jan. 14	75	..	155	140	11	4
Jan. 11	12	19	250	Ems	.....	..	..	..	..	..	..
Feb. 1	17	4	280	Aller	Feb. 4	179	..	284	261	15	8
Jan. 28	27	12	404	Kaiser Wm. II	" 26	46	..	3	3	..	..
Feb. 23	15	16	662	Ems	" 25	96	..	179	151	18	10
.....	..	..	..	Saale	Mar. 4	150	..	51	43	5	3
Mar. 18	44	23	813	Aller	" 20	134	..	137	115	18	4
" 27	8	..	965	Kaiser Wm. II	" 29	156	2	88	70	12	6
" 30	24	..	892	Ems	Apr. 2	77	..	85	72	9	4
Apr. 12	30	31	801	Saale	" 15	142	..	191	146	27	18
" 20	65	27	769	Aller	" 22	138	..	171	137	24	10
" 29	67	..	955	Kaiser Wm. II	May 1	206	..	166	136	23	7
May 4	73	..	922	Ems	" 6	139	..	209	158	32	19
" 17	91	30	796	Saale	" 20	128	..	240	187	40	13
" 24	50	34	805	Aller	" 27	98	..	144	123	15	6
June 3	53	..	978	Kaiser Wm. II	June 5	249	..	182	155	23	4
" 7	32	..	919	Ems	" 10	153	..	265	210	34	21
" 21	39	30	837	Saale	" 24	134	..	262	217	35	10
" 28	31	33	764	Aller	July 1	154	..	257	216	30	11
July 12	20	22	933	Ems	" 15	37	8	446	345	69	32
Aug. 9	47	39	818	Aller	Aug. 12	39	..	527	405	95	27
Sept. 6	148	..	786	Ems	Sept. 9	49	..	561	461	69	31
" 20	163	..	836	Aller	" 23	20	..	496	415	56	25
.....	..	..	..	Kaiser Wm. II	" 30	86	..	378	323	37	18
.....	..	..	..	Werra	Oct. 7	32	..	259	232	19	8
Oct. 11	147	53	803	Ems	" 14	72	..	403	346	36	21
" 26	89	43	810	Aller	" 28	59	..	494	454	31	9
Nov. 2	104	66	810	Kaiser Wm. II	Nov. 11	105	..	531	501	20	10
" 16	28	25	821	Werra	" 25	27	..	917	875	28	14
" 22	29	38	804	Ems	Dec. 2	70	..	1020	990	19	11
" 29	48	24	569	Aller	.....	..	..	..	..	..	..
Dec. 14	82	49	564	Kaiser Wm. II	" 16	109	..	692	683	5	4
" 29	23	11	279	Werra	" 30	46	..	370	364	5	1
29 Trips	1606	629	21645	Totals	31 Trips	3205	10	10163	8934	860	369

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Table 40—Trans-Atlantic Passenger Movement, 1899.

NORTH GERMAN LLOYD.

BALTIMORE-BREMEN.

	Balt. Arrival	Westbound II	Westbound III	Steamer	Balt. Departure	Eastbound II	Eastbound III
	.....	..	..	Elizabeth Rickmers	Jan. 2	..	14
	Jan. 9	13	194	Willehad	" 13	1	24
	" 20	16	165	Weimar	" 23	4	24
3713	Feb. 5	8	285	Darmstadt	Feb. 9	6	20
	" 21	22	245	Willehad	" 24	1	17
	" 20	..	110	Elizabeth Rickmers	.....	..	..
	Mar. 1	5	236	Weimar	Mar. 4	2	27
	" 5	3	366	Dresden	" 9	7	28
	" 17	8	565	Munchen	" 25	10	17
	" 25	..	434	Roland	" 29	1	14
	" 30	..	169	Bonn	Apr. 5	..	23
	Apr. 7	1	689	Crefeld	" 12	1	26
	" 13	13	255	Dresden	" 19	39	60
	" 26	12	645	Munchen	May 3	75	109
	May 4	..	854	Roland	" 10	1	33
	" 12	..	593	Bonn	" 17	1	28
	" 18	..	651	Crefeld	" 24	8	33
3714	" 24	31	672	Dresden	" 31	71	84
	June 7	16	797	Munchen	June 14	79	74
	.....	..	..	H. H. Meier	" 24	73	56
	June 22	..	563	Bonn	" 28	3	40
	" 29	7	505	Willehad	July 5	79	42
	July 5	24	486	Dresden	" 12	67	49
	" 13	4	431	Crefeld	" 19	..	51
	" 19	21	433	Munchen	" 26	23	50
	" 25	13	436	H. H. Meier	Aug. 2	21	63
	Aug. 3	..	224	Roland	" 9	..	29
	" 10	28	348	Willehad	" 16	17	38

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" 15	61	372	Dresden	" 23	14	40	
" 24	..	360	Crefeld	" 30	..	21	
" 29	71	466	Munchen	Sept. 6	7	40	
Sept. 5	114	518	H. H. Meier	" 14	10	40	
" 14	14	432	Roland	" 21	1	26	
" 20	110	494	Willehad	" 28	12	27	
" 27	73	434	Dresden	Oct. 4	2	42	
Oct. 5	9	574	Crefeld	" 11	..	40	
" 11	9	356	Halle	" 18	..	14	
" 18	67	484	Munchen	" 25	7	26	
" 27	6	360	Roland	Nov. 1	..	15	
Nov. 1	73	608	Willehad	" 6	9	6	
" 11	15	540	Dresden	" 15	14	21	3716
" 18	..	473	Crefeld	" 23	..	15	
" 28	13	1056	Munchen	Dec. 6	8	68	
Dec. 17	6	705	Hannover	" 24	1	14	
" 21	9	494	Dresden	" 28	..	7	
43 Trips	895	20077	Totals	44 Trips	675	1535	

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Table 41—Trans-Atlantic Passenger Movement, 1899.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

	Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III
				Ellen Rickmers	Jan. 14	1	11
	Feb. 6	5	53	Crefeld	Feb. 18	7	5
	Mar. 9	16	48	Ellen Rickmers	Mar. 29	10	22
3719	Apr. 13	4	81	Maria Rickmers	May 2	19	34
				Willehad	" 15	25	16
	June 12	3	119	Elizabeth Rickmers	June 25	25	27
	" 30	3	40	Maria Rickmers	July 12	7	10
	Aug. 15	5	30	Elizabeth Rickmers	Aug. 29	2	22
	Sept. 1	17	45	Maria Rickmers	Sept. 20	1	18
	Oct. 22	20	207	Elizabeth Rickmers	Nov. 2	9	7
	Nov. 6	40	130	Koln	" 18	3	8
	" 10	10	15	Maria Rickmers	" 26	5	16
	" 23	7	40	Ellen Rickmers	Dec. 6	..	4
	Dec. 21	5	63	Roland			
	12 Trips	135	871	Totals	13 Trips	114	200

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Table 42—Trans-Atlantic Passenger Movement, 1899.

PRINCE LINE.

NEW YORK—MEDITERRANEAN VIA AZORES.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	Eastbound For Azores	
Jan. 7	8	648	Trojan Prince	Jan. 14	27	93	77	5	1	10	
Feb. 2	5	521	Spartan Prince	Feb. 9	28	102	93	5	4	..	
" 23	4	669	Tartar Prince	Mar. 3	7	90	72	13	5	..	3722
Mar. 10	..	926	Trojan Prince	" 18	12	91	41	3	2	45	
Apr. 5	4	925	Spartan Prince	Apr. 11	36	134	67	8	4	55	
May 8	11	1031	Tartar Prince	May 16	34	130	106	10	3	11	
" 18	12	1127	Trojan Prince	" 27	29	85	55	14	6	10	
June 13	8	1082	Spartan Prince	June 24	41	140	70	15	5	50	
July 8	11	1077	Tartar Prince	July 20	29	183	116	19	10	38	
" 26	1	580	Trojan Prince	Aug. 3	22	304	225	28	15	36	
Aug. 17	28	785	Spartan Prince	" 29	7	365	219	36	16	94	
Sept. 13	31	834	Tartar Prince	Sept. 21	4	228	162	16	9	41	
" 26	34	739	Trojan Prince	Oct. 5	31	248	191	24	17	16	
Oct. 19	11	886	Spartan Prince	" 28	41	325	243	27	9	46	
Nov. 15	42	1086	Tartar Prince	Nov. 25	20	573	493	16	9	55	
" 24	4	617	Trojan Prince	Dec. 5	9	374	350	5	2	17	3723
Dec. 18	7	733	Spartan Prince								
17 Trips	221	14266	Totals	16 Trips	377	3465	2580	244	117	524	

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Table 43—Trans-Atlantic Passenger Movement, 1899.

RED STAR LINE.

NEW YORK—ANTWERP.

	N. Y. Arrival	Westbound I	II	III	Steamer.	N. Y. Departure	Eastbound I	II	III
					Westernland	Jan. 4	9	13	88
	Jan. 7	4	11	86	Noordland	" 11	6	11	115
	" 9	..	..	83	Scotia	" 14	..	..	2
3725	" 18	15	29	299	Friesland	" 25	6	20	177
	" 25	..	35	145	Southwark	Feb. 1	..	29	129
	Feb. 1	7	45	169	Westernland	" 8	12	16	120
	" 10	..	21	173	Kensington	" 16	..	38	100
	" 19	2	37	158	Noordland	" 22	4	10	160
	" 28	4	30	202	Friesland	Mar. 4	15	16	177
	Mar. 1	..	39	292	Southwark	" 8	..	24	197
	" 8	7	33	264	Westernland	" 15	10	32	142
	" 15	..	38	450	Kensington	" 22	..	41	71
	" 23	3	39	205	Noordland	" 29	20	15	48
	" 28	5	45	264	Friesland	Apr. 5	17	32	104
	Apr. 5	..	53	240	Southwark	" 12	..	68	82
	" 13	9	20	178	Westernland	" 19	5	49	94
3726	" 19	..	76	277	Kensington	" 26	..	157	118
	" 26	5	33	339	Noordland	May 3	22	79	85
	May 2	8	36	547	Friesland	" 10	115	136	123
	" 11	..	53	601	Southwark	" 17	..	80	79
	" 16	6	51	536	Westernland	" 24	24	59	138
	" 24	..	97	568	Kensington	" 31	..	154	203
	" 31	2	45	280	Noordland	June 7	63	89	94
	June 6	24	47	475	Friesland	" 14	133	98	142
	" 13	..	80	307	Southwark	" 21	..	199	106
	" 21	29	45	442	Westernland	" 28	120	71	68
	" 28	..	82	317	Kensington	July 5	..	184	120

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July 6	17	20	298	Noordland	" 12	114	57	67	
" 11	12	59	479	Friesland	" 19	138	90	126	
" 22	..	..	221	Aragonia	" 26	..	..	29	
" 25	..	160	443	Southwark	Aug. 2	..	144	155	
Aug. 2	31	40	230	Westernland	" 9	24	43	80	
" 8	..	144	363	Kensington	" 16	..	104	69	
" 16	31	44	331	Noordland	" 23	12	16	69	
" 22	120	132	400	Friesland	" 30	36	17	91	
" 28	..	204	555	Southwark	Sept. 6	..	62	139	
Sept. 5	127	69	667	Westernland	" 13	19	18	52	
" 12	..	213	509	Kensington	" 20	..	78	81	
" 20	105	86	371	Noordland	" 27	24	16	55	
" 26	123	139	404	Friesland	Oct. 4	24	31	89	3728
Oct. 3	..	180	575	Southwark	" 11	..	68	77	
" 10	44	110	361	Westernland	" 18	23	18	140	
" 17	..	206	646	Kensington	" 25	..	54	149	
" 24	52	73	496	Noordland	Nov. 1	14	10	155	
Nov. 1	75	84	650	Friesland	" 8	33	17	173	
" 9	..	74	548	Southwark	" 15	..	52	163	
" 16	10	44	501	Westernland	" 22	9	14	192	
" 21	..	62	551	Kensington	" 29	..	65	188	
" 29	6	31	681	Noordland	Dec. 6	6	28	222	
Dec. 5	10	19	461	Friesland	" 13	27	35	167	
" 13	..	29	536	Southwark	" 20	..	68	202	
" 21	4	27	441	Westernland	" 27	13	14	96	
" 27	..	53	514	Kensington					3729
52 Trips	897	3422	20129	Totals	52 Trips	1097	2839	6108	

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Table 44—Trans-Atlantic Passenger Movement, 1899.

RED STAR LINE.

PHILADELPHIA—ANTWERP.

	Phila. Westbound			Phila. Eastbound	
	Arrival	III	Steamer	Departure	III
	Jan. 18	71	Switzerland	Jan. 21	9
	" 31	55	Italia	Feb 11	6
	Feb. 17	100	Nederland	" 22	6
3731	" 25	93	Switzerland	Mar. 1	8
	Mar. 10	124	Aragonia	" 15	15
	" 26	168	Nederland	" 29	16
	Apr. 7	219	Switzerland	Apr. 12	9
	" 22	160	Aragonia	.....	..
	May 4	306	Nederland	May 10	19
	" 17	318	Switzerland	" 24	29
	June 2	214	Aragonia	June 7	16
	" 15	229	Nederland	" 21	24
	" 29	179	Switzerland	July 5	24
	July 27	193	Nederland	Aug. 2	11
	Aug. 16	124	Switzerland	" 23	5
	" 30	161	Aragonia	Sept. 6	14
3732	Sept. 13	142	Nederland	" 20	17
	" 22	133	Switzerland	Oct. 4	7
	Oct. 12	164	Aragonia	.....	..
	" 26	261	Nederland	Nov. 1	12
	Nov. 11	249	Switzerland	" 15	4
	" 24	229	Aragonia	" 29	1
	Dec. 8	203	Nederland	Dec. 13	12
	" 22	270	Switzerland	" 27	6
	24 Trips	4365	Totals	22 Trips	270

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Table 45—Trans-Atlantic Passenger Movement, 1899.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 4	1	10	21	Hekla	Jan. 9	..	9	20	
" 18	6	1	8	Island	" 21	..	8	22	
" 28	8	..	17	Thingvalla	Feb. 4	..	8	24	
Feb. 15	2	10	63	Norge	" 21	..	5	33	
" 24	3	9	60	Hekla	Mar. 4	3	1	38	3734
Mar. 11	2	9	61	Island	" 18	..	10	23	
" 27	8	8	90	Thingvalla	Apr. 1	1	15	39	
Apr. 10	5	21	175	Norge	" 15	4	29	57	
" 21	9	15	198	Hekla	" 29	50	67	138	
May 5	4	22	197	Island	May 13	14	22	187	
" 20	10	28	162	Thingvalla	" 27	21	24	169	
June 1	7	23	226	Norge	June 10	19	37	271	
" 17	12	29	206	Hekla	" 24	45	63	220	
" 30	2	18	174	Island	July 8	25	26	158	
July 13	3	14	81	Thingvalla	" 22	22	23	148	
" 28	8	10	120	Norge	Aug. 5	5	27	127	
Aug. 11	21	32	139	Hekla	" 19	9	15	108	
" 24	13	27	145	Island	Sept. 2	13	16	100	3735
Sept. 9	30	32	174	Thingvalla	" 16	2	22	59	
" 22	17	36	257	Norge	" 30	2	22	61	
Oct. 5	35	45	238	Hekla	Oct. 14	5	9	57	
" 21	14	20	146	Island	" 28	6	9	58	
Nov. 6	6	17	107	Thingvalla	Nov. 11	..	9	40	
" 19	4	25	121	Norge	" 25	3	26	94	
" 26	5	28	107	Hekla	Dec. 6	7	60	237	
Dec. 17	..	20	100	Island	.....	..	..	..	
26 Trips	235	509	3393	Totals	26 Trips	256	568	2513	

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Table 46—Trans-Atlantic Passenger Movement, 1899.

WHITE STAR LINE.

NEW YORK—LIVERPOOL.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	.....	..	..	..	Britannic	Jan. 4	18	..	67
	Jan. 5	85	62	75	Majestic	" 11	154	56	136
	" 11	26	..	17	Cymric	" 17	48	..	..
3737	" 14	54	..	108	Germanic	" 18	37	..	108
	" 18	96	89	134	Teutonic	" 25	134	74	112
	" 28	41	..	89	Britannic	Feb. 1	47	..	98
	Feb. 2	202	72	132	Majestic	" 8	107	59	123
	" 11	48	..	123	Germanic	.....	..	..	..
	" 15	62	..	..	Cymric	Feb. 22	44	..	..
	" 17	116	71	158	Teutonic	" 22	110	42	144
	" 23	30	..	131	Britannic	Mar. 1	35	..	90
	Mar. 1	137	114	196	Majestic	" 8	161	71	167
	" 16	140	107	358	Teutonic	" 22	146	62	181
	" 25	56	..	486	Cymric	" 29	113	..	170
	" 29	196	114	588	Majestic	Apr. 5	185	115	204
	Apr. 8	54	..	396	Britannic	" 12	76	..	154
3738	" 13	156	129	1030	Teutonic	" 19	239	136	223
	" 22	64	..	1104	Cymric	"26	128	..	210
	" 26	239	173	984	Majestic	May 3	285	182	402
	May 5	56	..	978	Britannic	" 10	98	..	225
	" 11	223	157	1013	Teutonic	" 17	290	182	471
	" 19	8[illegible]	..	1155	Cymric	" 24	134	..	290
	" 24	214	140	941	Majestic	" 31	300	179	575
	June 2	48	..	627	Britannic	June 7	199	..	286
	" 7	200	145	536	Teutonic	" 14	292	181	641
	" 15	81	..	470	Germanic	" 21	177	..	275
	" 21	223	166	423	Majestic	" 28	285	179	483
	" 30	54	..	204	Britannic	July 5	193	..	296
	July 3	28	..	341	Cymric	" 11	132	..	154
	" 5	225	130	272	Teutonic	" 12	279	176	466

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"	14	114	..	246	Germanic	" 19	171	..	267
"	19	215	169	344	Majestic	" 26	281	174	425
"	28	135	..	327	Britannic	Aug. 2	157	..	216
Aug.	2	231	171	318	Teutonic	" 9	179	144	285
"	6	119	..	202	Cymric	" 15	70	..	55
"	11	117	..	193	Germanic	" 16	62	..	120
"	16	256	179	479	Majestic	" 23	180	125	259
"	25	194	..	265	Britannic	" 30	30	..	107
"	30	281	174	722	Teutonic	Sept. 6	138	110	260
Sept.	7	179	..	413	Germanic	" 13	40	..	133
"	10	141	..	378	Cymric	" 19	41	..	57
"	13	383	244	829	Oceanic	" 20	184	100	246
"	21	285	188	906	Majestic	" 27	130	48	144
"	27	289	184	961	Teutonic	Oct. 4	170	111	235
Oct.	5	171	..	640	Germanic	" 11	63	..	123
"	11	374	248	904	Oceanic	" 18	318	132	390
"	16	127	..	558	Cymric	" 24	25	..	46
"	19	244	180	446	Majestic	" 25	170	85	199
"	25	241	148	472	Teutonic	Nov. 1	155	77	232
Nov.	9	336	147	752	Oceanic	" 15	343	161	524
"	16	156	89	184	Majestic	" 22	114	62	234
"	22	47	..	299	Cymric	" 28	48	..	125
"	22	134	159	236	Teutonic	" 29	144	90	348
"	30	55	..	286	Germanic	Dec. 6	76	..	232
Dec.	6	232	125	299	Oceanic	" 13	269	231	911
"	21	141	126	235	Teutonic	" 27	101	52	80
"	30	83	..	182	Germanic	.....	..	..	..
56	Trips	8514	4200	25145	Totals	55 Trips	8105	3396	13004

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For Private Circulation Only
(Printed Annual Report No. 3.) 1901

Report of the

TRANS-ATLANTIC PASSENGER MOVEMENT.

Calendar Year 1901.

7343 Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per Steamer of each Line during the period.

Compiled by Lawson Sandford.

New York, January, 1902.

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Table I

Statement of East and Westbound Trans-Atlantic Passenger Movement for the Calendar Year 1901, showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1900 for all ports.

NEW YORK.

Westbound					Eastbound				
I	II	III	Trips		Trips	I	II	III	
596	1778	1143	30	Allan-State (Glasgow)	28	451	994	250	3752
6180	6030	12510	39	American (Southampton)	39	4129	3146	5606	
2169	5406	6760	40	Anchor (Glasgow)	40	1779	3439	2553	
68	....	16084	33	Anchor (Medit.)	24	27	....	2133	
4182	....	..	57	Atlantic Transport (London)	61	4639	....	....	
8388	9394	19933	57	Cunard (Liverpool)	57	8733	6554	10314	
23	....	14157	28	Fabre (Medit.)	10	9	....	694	
3159	4091	35973	54	French (Havre)	54	2913	2586	11970	
6975	4870	10463	32	Hamburg. Express (Hamburg)	30	6425	3746	6531	
2972	5618	47168	53	" Regular (")	53	3032	4578	6066	
442	....	4487	7	" Express (Medit.)	9	1524	....	3151	
....	....	10815	18	" Regular (")	13	....	....	844	
....	....	5231	20	" Union (Hamburg)					
2264	3310	25967	51	Holland (R'dam-Ams'dam)	51	2203	2494	6017	3753
106	....	1814	5	Ins. Nav. Co. (Azores-Lisbon)	6	42	....	533	
296	202	13532	14	La Veloce (Medit.)	13	157	228	3709	
299	....	....	11	Leyland (Liverpool)	13	296	....	....	
104	....	2622	10	Portuguezes (Azores-Lisbon)	6	16	....	416	
465	68	24660	27	Navigazione (Medit.)	26	429	49	7091	
6589	5455	18426	32	N. Ger. Lloyd, Exp. (Bremen)	31	5291	3512	10862	
3383	4977	58378	54	" " " Reg. (")	44	3426	2965	7918	
1833	724	24600	36	" " " (Medit.)	38	3712	....	8738	
159	....	12455	17	Prince (Medit.)	15	311	....	1592	
1800	4462	32786	52	Red Star (Antwerp)	50	1598	3332	8541	
271	660	4252	20	Scandinavian-Am. (Scand.)	20	226	521	1573	
11306	6865	30462	66	White Star (Liverpool)	66	10102	4898	14724	
89	....	....	20	Wilson (Hull)	15	93	....	....	
30	23	2800	10	Miscellaneous	19	....	....	735	
64148	63933	437478	893	Totals	831	61563	43042	122561	

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CANADIAN PORTS

2573	4500	12731	46	Allan (Liverpool)	46	2063	2561	2747
88	1033	366	16	" (Glasgow)	5	43	90	19
270	173	378	17	" (Liverpool-Halifax)	22	225	58	159
1019	1976	20677	45	Beaver (Liverpool)	43	899	1085	1332
725	895	4302	31	Dominion (Liverpool)	31	664	492	826
70	20	604	7	Franco-Can. (Dunkirk-Bd'x)	6	38	12	62
....	....	2744	6	Hamburg, Hansa (Hamburg)				
4745	8597	41802	168	Totals	153	3932	4298	5145

BOSTON.

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....	296	733	10	Allan (Glasgow)				
1291	2061	16683	30	Cunard (Liverpool)	30	1258	1368	4787
2689	3237	9369	23	Dominion (Liverpool)	23	2463	2042	5040
34	12	305	1	" (Medit.)	1	115	20	335
931	....	....	43	Leyland (Liverpool)	48	1001	....	....
4945	5606	27090	107	Totals	102	4837	3430	10162

PHILADELPHIA.

....	3280	8407	45	American (Liverpool)	46	....	2494	2509
42	....	4243	18	Red Star (Antwerp)	19	5	....	312
42	3280	12650	63	Totals	65	5	2494	2821

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BALTIMORE.

....	843	26719	38	N. Ger. Lloyd (Bremen)	35	....	722	1408

NEW ORLEANS.

....	....	660	1	Anchor (Medit.)				
....	....	905	2	Fabre (Medit.)				
2	....	1357	2	Navigazione (Medit.)	2	1	2	193
2	....	2922	5	Totals	2	1	2	193

GALVESTON.

....	171	865	13	N. Ger. Lloyd (Bremen)	18	....	167	387
73882	82430	549526	1287	Grand Totals, 1901	1206	70338	54155	142677
77050	86321	507755	1200	Grand Totals, 1900	1087	74328	64056	156320

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Table II—Trans-Atlantic Passenger Movement, 1901

Division of the passenger business by groups of lines.

BRITISH.

Westbound					Eastbound				
I	II	III	Trips		Trips	I	II	III	
2573	4500	12731	46	Allan (Mont.-L'pool)	46	2063	2561	2747	
88	1033	366	16	" (Glasgow-Mont.)	5	43	90	19	
....	296	733	10	" (" -Bost.)					
270	173	378	17	" (L'pool-H'fax)	22	225	58	159	
596	1778	1143	30	Allan-State (N. Y.-Glasgow)	28	451	994	250	
6180	6030	12510	39	American (N. Y.-Southampton)	39	4129	3146	5606	3758
....	3280	8407	45	" (Phil.-L'pool)	46	....	2494	2509	
2169	5406	6760	40	Anchor (N. Y.-Glasgow)	40	1779	3439	2553	
4182	....	....	57	Atlantic Tr. (N. Y.-London)	61	4639	....	....	
1019	1976	20677	45	Beaver (Mont.-L'pool)	43	899	1085	1332	
8388	9394	19933	57	Cunard (N. Y.-L'pool)	57	8733	6554	10314	
1291	2061	16683	30	" (Bost.-L'pool)	30	1258	1368	4787	
725	895	4302	31	Dominion (Port.-L'pool)	31	664	492	826	
2689	3237	9369	23	" (Bost.- ")	23	2463	2042	5040	
931	....	....	43	Leyland (Bost.-L'pool)	48	1001	....	....	
299	....	....	11	" (N. Y.- ")	13	296	....	....	
271	660	4252	20	Scand.-Am. (N. Y.-Scand.)	20	226	521	1573	
11306	6865	30462	66	White Star (N. Y.-L'pool)	66	10102	4898	14724	
89	....	....	20	Wilson (N. Y.-Hull)	15	93	....	....	3759
43066	47584	148706	646	Totals	633	39064	29742	52439	

CONTINENTAL.

70	20	604	7	Franco-Can. (Bord'x-Q'bec)	6	38	12	62	
3159	4091	35973	54	French (N. Y.-Havre)	54	2913	2586	11970	
6975	4870	10463	32	Hamburg, Exp. (N. Y.-H'burg)	30	6425	3746	6531	
2972	5618	47168	53	" Reg. (" " ")	53	3032	4578	6066	
....	....	5231	20	" Union (H'burg-N. Y.)					
....	....	2744	6	" Hansa (" -Mont.)					

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2264	3310	25967	51	Holland (N.Y.-R'dam-Ams'dam)	51	2203	2494	6017
6589	5455	18426	32	N. Ger. Lloyd, Ex. (N. Y.-B'm)	31	5291	3512	10862
3383	4977	58378	54	" " " Reg. (" " ")	44	3426	2965	7918
....	843	26719	38	" " " (Balt.-Bremen)	35	....	722	1408
....	171	865	13	" " " (Galv.- ")	18	....	167	387
1800	4462	32786	52	Red Star (N. Y.-Antwerp)	50	1598	3332	8541
42	....	4243	18	" " (Phil.- ")	19	5	....	312
27254	33817	269567	430	Totals	391	24931	24114	60074

MEDITERRANEAN.

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68	....	16084	33	Anchor (N. Y.-Medit.)	24	27	....	2133
....	....	660	1	" (N. O.- ")				
34	12	305	1	Dominion (Bost.-Medit.)	1	115	20	335
23	....	14157	28	Fabre (N. Y.-Medit.)	10	9	....	694
....	....	905	2	" (N. O.- ")				
442	....	4487	7	Hamburg, Exp. (N. Y.-Medit.)	9	1524	....	3151
....	....	10815	18	" Reg. (N. Y.-Medit.)	13	....	....	844
296	202	13532	14	La Veloce (N. Y.-Medit.)	13	157	228	3709
465	68	24660	27	Navigazione (N. Y.-Medit.)	26	429	49	7091
2	....	1357	2	" (N. O.- ")	2	1	2	193
1833	724	24600	36	N. Ger. Lloyd (N. Y.-Medit.)	38	3712	....	8738
159	....	12455	17	Prince (N. Y.-Medit.)	15	311	....	1592
30	23	2650	9	Miscellaneous (N. Y.-Medit.)				

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3352	1029	126667	195	Totals	151	6285	299	28480

MISCELLANEOUS.

....	....	150	1	Anchor (Patras-N. Y.)				
				" (N. Y.-Azores)	1	....	....	113
106	....	1814	5	Ins. Nav. Co. (N. Y.-Lisbon)	6	42	....	533
				Navigazione (N. Y.-Azores)	3	....	....	30
104	....	2622	10	Portuguezes (N. Y.-Lisbon)	6	16	....	416
				Prince (N. Y.-Azores)	15	....	....	592
210	....	4586	16	Totals	31	58	....	1684

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Table III.

ALLAN LINE

MONTREAL (SUMMER)
PORTLAND (WINTER) LIVERPOOL
ST. JOHN, N. B. "

Mont. Port. St. John Arrival	Westbound I	II	III	Steamer	Mont. Port. St. John Departure	Eastbound I	II	III	
				Numidian	Jan. 2	2	16	17	3764
				Corinthian	" 5	13	17	25	
Jan. 14	49	78	122	Tunisian	" 19	37	37	30	
" 31	4	19	128	Numidian	Feb. 6	8	9	12	
Feb. 6	11	22	135	Corinthian	" 9	5	5	10	
" 17	24	81	185	Tunisian	" 23	18	15	29	
Mar. 10	39	..	430	Numidian	Mar. 14	..	18	20	
" 17	..	37	147	Sicilian	" 21	12	4	5	
" 26	17	104	254	Parisian	Apr. 2	7	10	15	
" 30	55	227	783	Tunisian	" 6	28	35	29	
Apr. 15	16	93	344	Numidian	" 20	11	23	14	
" 24	8	32	114	Laurentian					
" 27	67	175	440	Parisian	May 4	69	60	82	
May 4	30	115	140	Corinthian	" 11	28	76	63	3765
" 11	120	260	770	Tunisian	" 18	140	170	154	
" 19	38	99	360	Numidian	" 25	34	74	60	
" 25	38	105	309	Lusitania	June 1	45	67	44	
June 1	41	110	260	Australasian	" 8	64	74	71	
" 9	38	120	370	Corinthian	" 15	44	132	70	
" 15	149	208	860	Tunisian	" 22	189	205	150	
" 24	27	63	210	Numidian	" 29	79	89	65	
" 29	95	130	430	Parisian	July 6	157	131	100	
July 7	52	87	320	Australasian	" 13	55	99	73	
" 14	41	117	293	Corinthian	" 20	44	103	71	
" 20	127	217	280	Tunisian	" 27	118	94	90	
" 29	42	109	618	Numidian	Aug. 3	40	27	38	

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	Aug. 2	116	123	348	Parisian	" 10	60	48	87
	" 12	79	86	260	Australasian	" 17	58	72	52
					Sicilian	" 24	18	20	16
	Aug. 22	35	33	..	Pretorian				
	" 23	196	207	454	Tunisian	Sept. 1	97	79	90
	" 31	77	96	207	Numidian				
					Corinthian	" 7	17	31	51
	Sept. 6	168	115	221	Parisian	" 14	49	48	53
	" 14	65	107	305	Australasian	" 21	42	49	61
	" 21	57	31	..	Pretorian	" 28	37	28	4
	" 27	191	227	680	Tunisian	Oct. 5	93	72	91
3767	Oct. 8	39	130	140	Corinthian	" 12	21	32	126
	" 11	85	130	200	Parisian	" 19	33	32	69
	" 22	43	88	195	Australasian	" 26	26	39	52
	" 27	24	43	..	Pretorian	Nov. 2	18	32	2
	Nov. 1	102	160	371	Tunisian	" 9	40	72	139
	" 10	26	70	130	Corinthian	" 17	17	30	56
	" 16	18	47	115	Parisian	" 26	42	44	76
	" 25	5	24	105	Numidian	Dec. 2	10	19	51
		33	35	190	Ionian	" 10	75	89	180
	Dec. 6	25	36	166	Tunisian	" 17	37	91	77
	" 17	26	44	195	Corinthian	" 24	5	29	42
	" 24	25	45	100	Parisian	" 31	21	15	35
	" 31	10	15	47	Numidian				
3768	46 Trips	2573	4500	12731	Totals	46 Trips	2063	2561	2747

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Table IV.

ALLAN LINE.

GLASGOW—MONTREAL.

Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III	
May 9	..	56	16	Buenos Ayrean					
" 15	..	50	20	Sarmatian					
June 6	..	85	32	Norwegian					
" 18	..	96	130	Sarmatian					
July 17	..	94	28	Sicilian	July 24	5	29	..	3770
" 30	..	41	27	Sarmatian					
Aug. 9	2	20	9	Buenos Ayrean					
" 20	..	86	..	Sicilian					
				Pretorian	Aug. 26	16	15	..	
				Numidian	Sept. 5	5	27	3	
Aug. 27	42	118	16	Corinthian					
Sept. 2	..	70	15	Sarmatian					
" 10	24	40	28	Buenos Ayrean					
" 25	..	124	15	Sicilian					
Oct. 2	16	39	4	Numidian	Oct. 9	3	18	14	
" 10	2	25	5	Sarmatian					
" 21	2	32	15	Buenos Ayrean					
" 30	..	57	6	Sardinian	Dec. 24	14	1	2	3771
16 Trips	88	1033	366	Totals	5 Trips	43	90	19	

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Table V.

ALLAN LINE.

GLASGOW—BOSTON.

Boston Arrival	Westbound II	III	Steamer
Apr. 15	16	9	Siberian
" 26	19	106	Norwegian
May 8	23	183	Peruvian
3773 " 22	37	114	Assyrian
June 13	40	95	Peruvian
July 10	21	96	Norwegian
" 23	28	15	Peruvian
Aug. 7	24	49	Assyrian
Sept. 2	50	30	Peruvian
" 17	38	36	Norwegian
10 Trips	296	733	Totals

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Table VI.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III	
				Assyrian	Jan. 17	12	5	15	
				Carthaginian	" 22	19	..	..	
Mar. 19	38	24	120	Corinthian	Mar. 29	..	2	2	3776
Apr. 1	6	67	43	State of Nebraska					
				Sardinian	Apr. 13	8	1	..	
				Grecian	May 11	..	1	1	
May 8	13	4	12	Corean	" 22	3	8	..	
" 24	10	4	5	Siberian	June 7	..	9	3	
				Grecian	" 15	..	..	3	
June 4	17	..	135	Sicilian	" 20	45	..	5	
" 18	12	4	23	Carthaginian	July 4	31	7	55	
July 3	18	22	11	Corean	" 18	18	..	..	
" 30	26	12	8	Carthaginian	Aug. 12	13	6	14	
Aug. 12	22	11	2	Corean	" 29	10	1	2	
				Grecian	Sept. 2	..	2	1	
Aug. 26	26	2	4	Siberian	" 12	7	..	12	
Sept. 9	31	7	2	Carthaginian	" 25	11	10	2	3777
" 24	8	1	1	Corean	Oct. 10	8	..	..	
				Grecian	" 16	..	1	..	
Oct. 8	11	3	4	Siberian	" 26	19	2	10	
" 21	17	6	1	Carthaginian	Nov. 8	14	..	3	
Nov. 4	4	6	4	Corean	" 20	1	1	8	
" 23	1	..	..	Siberian	Dec. 5	6	2	23	
Dec. 6	10	..	3	Sardinian					
17 Trips	270	173	378	Totals	22 Trips	225	58	159	

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Table VII.

ALLAN-STATE LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 3	5	5	16	Californian				
" 12	..	7	13	Sardinian	Jan. 15	..	8	2
" 31	2	22	25	Laurentian	Feb. 3	..	6	6
Feb. 16	..	15	25	Sardinian	" 20	..	9	3
Mar. 10	6	33	31	Siberian	Mar. 13	..	1	8
3779 " 22	..	55	23	Sardinian	" 27	1	12	4
Apr. 4	4	24	36	State of Nebraska	Apr. 8	1	11	5
" 27	7	34	44	Laurentian	" 30	17	28	11
" 30	..	39	72	Sicilian	May 4	23	12	23
May 16	15	69	55	State of Nebraska	" 22	29	82	8
" 30	9	49	48	Laurentian	June 5	46	114	10
June 15	1	22	36	Sardinian	" 19	..	160	9
" 25	4	31	20	State of Nebraska	" 29	158	108	21
July 3	1	36	42	Laurentian	July 10	70	130	14
" 18	..	34	48	Sardinian	" 24	..	80	9
" 25	3	5	26	Mongolian	" 31	27	12	14
Aug. 1	7	43	59	State of Nebraska	Aug. 7	19	25	12
" 10	20	38	21	Laurentian	" 14	12	15	9
3780 " 22	25	73	46	Sardinian	" 28	..	38	8
" 28	23	73	19	Mongolian	Sept. 4	3	6	7
Sept. 5	133	156	37	State of Nebraska	" 11	10	12	13
" 13	104	164	34	Laurentian	" 18	3	15	5
" 28	73	128	34	Sardinian	Oct. 2	..	16	6
Oct. 4	43	188	38	Mongolian	" 9	3	10	10
" 11	33	135	23	State of Nebraska	" 16	7	24	11
" 26	27	75	44	Laurentian	" 31	5	15	5
Nov. 8	18	89	103	Mongolian	Nov. 14	4	14	7
" 25	12	38	13	Buenos Ayrean				
Dec. 5	17	52	..	Pretorian	Dec. 12	9	22	..
" 20	4	46	112	Laurentian	" 27	4	9	10
30 Trips	596	1778	1143	Totals	28 Trips	451	994	250

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Table VIII.

AMERICAN LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				New York	Jan. 2	40	37	50	
Jan. 22	110	121	176	Vaderland	" 30	36	31	45	
" 27	151	105	197	St. Louis					
Feb. 3	85	66	170	New York	Feb. 6	92	45	113	
				St. Louis	" 20	85	41	59	3782
Feb. 20	44	103	199	Vaderland					
" 23	65	143	201	New York	Feb. 27	44	35	53	
				Vaderland	Mar. 6	24	28	77	
Mar. 10	165	127	362	St. Louis	" 13	114	51	171	
" 17	83	95	195	New York					
" 26	37	135	396	Vaderland	Mar. 28	47	34	31	
" 30	115	150	486	St. Louis	Apr. 3	107	26	68	
				New York	" 10	85	42	73	
Apr. 18	48	108	405	Vaderland	" 20	137	49	46	
" 20	117	155	475	St. Louis	" 24	83	126	90	
" 30	86	176	505	New York					
				St. Paul	May 8	137	122	233	
May 11	135	164	707	St. Louis	" 15	196	137	262	
" 25	127	176	403	St. Paul	" 29	265	162	283	3783
June 1	167	127	263	St. Louis	June 5	276	190	529	
" 15	157	166	393	St. Paul	" 19	265	166	174	
" 22	143	154	314	St. Louis	" 26	319	207	236	
July 6	228	189	264	St. Paul	July 10	279	189	249	
" 13	165	171	320	St. Louis	" 17	226	192	166	
Aug 3	325	192	256	St. Paul	Aug 7	210	172	225	
" 10	182	151	295	St. Louis	" 14	89	72	60	
" 24	230	209	394	St. Paul	" 28	88	55	101	
" 30	342	209	374	St. Louis	Sept. 4	50	58	155	
Sept. 7	302	244	336	Philadelphia	" 11	52	59	94	
" 14	342	221	443	St. Paul	" 18	71	70	113	

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"	16	..	129	48	Haverford	"	21	..	22	17
"	21	336	213	498	St. Louis	"	25	125	67	122
"	28	283	252	497	Philadelphia	Oct.	2	36	52	149
Oct.	5	297	223	395	St. Paul	"	9	50	53	110
"	12	303	214	308	St. Louis	"	16	90	98	107
"	19	96	201	352	Philadelphia	"	23	43	41	94
"	26	90	185	330	St. Paul	"	30	50	61	137
Nov.	2	107	160	290	St. Louis					
"	9	47	107	241	Philadelphia	Nov.	13	73	67	102
"	16	223	125	254	St. Paul	"	20	52	58	152
"	30	55	124	280	Philadelphia	Dec.	4	39	44	407
Dec.	7	103	126	176	St. Paul	"	11	44	108	334
3785					St. Louis	"	18	73	51	62
"	21	161	64	175	Philadelphia	"	25	37	28	57
"	29	128	50	137	St. Paul					
39 Trips		6180	6030	12510	Totals	39 Trips		4129	3146	5606

Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

	Phil.	Westbound			Phil.	Eastbound	
3786	Arrival	II	III	Steamer	Departure	II	III
Jan.	3	26	303	Belgenland	Jan. 6	15	19
"	10	24	64	Waesland	" 13	8	27
"	16	21	51	Pennland	" 19	12	21
"	21	34	86	Rhynland	" 26	8	21
Feb.	8	38	115	Belgenland	Feb. 11	15	23
"	13	21	49	Waesland	" 17	7	14
"	21	16	68	Pennland	" 24	6	17
Mar.	8	14	100	Rhynland	Mar. 11	11	20
"	15	44	95	Belgenland	" 18	10	23
"	18	40	119	Waesland	" 23	31	37

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Apr.	4	62	264	Pennland	Apr. 6	44	25
"	8	36	97	Rhynland	" 14	26	38
"	21	85	419	Waesland	" 27	126	93
				Belgenland	" 29	50	5
May	5	96	392	Noordland	May 11	142	101
"	13	40	213	Rhynland	" 18	113	53
"	22	84	432	Westernland	" 25	165	113
June	1	69	259	Belgenland	June 5	84	85
"	3	25	193	Waesland	" 8	109	104
"	10	65	274	Noordland	" 15	137	106
"	16	44	202	Rhynland	" 22	120	116
"	23	78	274	Westernland	" 29	159	141
July	7	99	284	Waesland	July 13	114	178
"	14	53	195	Noordland	" 20	146	101
"	22	37	173	Rhynland	" 27	103	42
"	28	112	202	Westernland	Aug. 3	159	105
Aug.	5	35	153	Belgenland	" 10	40	46
"	11	135	171	Waesland	" 17	71	70
"	18	134	170	Noordland	" 24	56	45
"	26	85	167	Rhynland	" 31	18	50
"	31	154	247	Westernland	Sept. 7	68	68
Sept.	9	126	172	Belgenland	" 14	22	42
"	15	117	198	Waesland	" 21	26	51
"	22	152	277	Noordland	" 28	22	54
Oct.	2	123	277	Rhynland	Oct. 5	15	33
"	6	143	257	Westernland	" 12	43	50
"	15	132	146	Belgenland	" 19	28	58
"	20	132	129	Waesland	" 26	7	25
"	28	139	188	Noordland	Nov. 2	30	51
Nov.	10	78	218	Rhynland	" 16	26	61
"	17	112	131	Westernland	" 23	22	51
"	26	39	119	Belgenland	" 30	8	34
Dec.	2	57	151	Waesland	Dec. 7	24	25
"	8	41	111	Noordland	" 14	32	35
"	16	22	101	Rhynland	" 21	3	19
"	21	61	101	Westernland	" 28	13	13
45 Trips		3280	8407	Totals	46 Trips	2494	2509

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Table X.

ANCHOR LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 1	2	12	32	Astoria	Jan. 6	2	17	27
" 8	7	25	52	Furnessia	" 12	11	23	41
" 30	5	34	74	Anchoria	Feb. 5	4	18	40
Feb. 6	7	41	51	Astoria	" 12	3	24	28
" 18	11	51	83	Furnessia	" 23	8	32	23
3791 " 26	2	42	46	Ethiopia	Mar. 2	8	22	26
Mar. 13	5	68	154	Astoria	" 16	5	28	42
" 26	12	142	163	Furnessia	" 30	11	68	49
Apr. 1	1	63	207	Ethiopia	Apr. 6	7	20	32
" 15	18	166	197	Astoria	" 20	22	67	43
" 24	6	144	194	Anchoria	" 27	46	96	44
May 5	47	236	494	Furnessia	May 11	92	201	108
" 13	12	89	222	Ethiopia	" 18	25	72	34
" 12	9	116	210	Astoria	" 25	56	188	81
" 26	38	117	383	City of Rome	June 1	143	248	159
June 3	10	96	202	Anchoria	" 8	71	121	109
" 9	36	134	178	Furnessia	" 15	153	320	143
" 18	7	48	126	Ethiopia	" 22	85	121	71
" 24	37	105	170	City of Rome	" 29	470	241	185
3792 " 30	12	79	113	Astoria	July 6	112	180	176
July 8	8	55	107	Anchoria	" 13	78	165	86
" 15	35	160	112	Furnessia	" 20	91	228	90
" 22	23	45	130	Ethiopia	" 27	26	81	96
Aug. 5	54	152	134	Astoria	Aug. 10	36	123	67
" 12	51	90	143	Anchoria	" 17	26	49	49
" 19	134	307	137	Furnessia	" 24	16	69	60
" 26	72	134	115	Ethiopia	" 31	9	42	52
Sept. 1	475	249	328	City of Rome	Sept. 7	32	50	56
" 9	131	169	121	Astoria	" 14	10	47	62
" 18	95	206	235	Anchoria	" 21	2	38	45
" 24	220	394	360	Furnessia	" 28	52	70	27

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Oct. 1	80	138	160	Ethiopia.	Oct. 5	5	26	41
" 6	278	418	417	City of Rome	" 12	27	58	67
" 14	62	231	187	Astoria	" 19	3	53	38
" 23	23	139	85	Anchoria	" 26	2	39	26
" 28	72	260	195	Furnessia	Nov. 2	15	40	43
Nov. 12	14	119	102	Ethiopia	" 16	3	36	35
" 26	39	168	124	Astoria	" 30	4	48	60
Dec. 11	5	61	149	Anchoria	Dec. 15	6	50	62
" 25	14	103	68	Furnessia	" 31	2	20	30
40 Trips	2169	5406	6760	Totals	40 Trips	1779	3439	2553

Table XI.

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ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
			Alsatia	Jan. 4	..	10	10	..	..
Jan. 4	..	146	Hesperia	" 12	..	60	51	7	2
" 12	1	125	California	" 19	3	18	18	..	..
" 28	1	206	Karamania	Feb. 3	..	12	12	..	..
Feb. 27	1	160	Bolivia	Mar. 7	2	..	..	..	..
" 27	1	309	Victoria	" 11	..	7	7	..	..
Mar. 13	..	716	Hesperia	" 19	..	20	17	2	1
" 18	1	1149	California	" 26	..	11	10	1	..
" 24	..	651	Britannia						
Apr. 4	..	840	Karamania	Apr. 11	..	1	1	..	..
" 24	..	817	Armenia	May 2	..	11	6	4	1
May 1	2	1112	Victoria	" 8	..	4	4	..	..
" 9	..	709	Hesperia	" 17	..	6	5	1	..
" 18	1	1253	Bolivia	" 29	..	9	7	1	1
" 21	5	1166	California	June 1	..	3	3	..	..
" 31	..	654	Britannia						

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June 12	..	642	Karamania						
" 11	..	325	Calabria	June 22	9	53	46	7	..
" 22	..	311	Armenia						
July 5	2	171	Victoria	July 16	..	51	46	4	1
" 15	..	170	Hesperia						
" 28	2	166	California	Aug. 6	..	62	55	6	1
Aug. 9	6	312	Calabria	" 17	1	147	120	21	6
" 30	..	174	Karamania						
Sept. 10	6	350	Perugia	Sept. 19	3	187	160	21	6
" 19	1	716	Victoria	" 28	..	102	86	10	6
Oct. 6	11	505	Calabria	Oct. 15	3	225	202	11	12
" 10	1	4	Hesperia						
3797 " 19	2	338	Bolivia*	Oct. 26	2	45	42	2	1
Nov. 4	13	538	Perguia	Nov. 12	3	146	143	2	1
" 23	1	424	Karamania	Dec. 1	..	205	194	7	4
Dec. 2	6	361	Calabria	" 7	1	738	720	13	5
" 18	2	329	Victoria						
" 25	2	235	Bolivia						
33 Trips	68	16084	Totals	24 Trips	27	2133	1965	120	48

*Bolivia Eastbound October 26 had, in addition to steerage reported above, 113 for the Azores.

Alsatia Westbound June 11, had 150 steerage from Patras.

3798 These are accounted for under "Miscellaneous" in Table II.

Table XII.

ANCHOR LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound III	Steamer
Oct. 17	660	California

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Table XIII.

ATLANTIC TRANSPORT LINE.

New York—London.

N. Y. Arrival		Westbound I	Steamer	N. Y. Departure	Eastbound I	
			Minneapolis	Jan. 5	25	
Jan.	10	11	Menominee	" 13	43	
"	14	23	Marquette	" 19	29	
"	27	56	Minnehaha	" 31	42	
			Mesaba	Feb. 2	36	
Feb.	3	23	Minneapolis	" 9	33	3800
"	14	31	Menominee	" 18	25	
"	22	37	Marquette			
			Manitou	Feb. 27	14	
Feb.	24	42	Minnehaha	Mar. 2	37	
Mar.	6	48	Mesaba	" 9	31	
"	11	56	Minneapolis	" 16	61	
"	19	29	Menominee	" 23	39	
"	27	60	Marquette	" 30	46	
Apr.	1	52	Minnehaha	Apr. 6	107	
"	9	23	Manitou	" 13	47	
			Minneapolis	" 20	159	
Apr.	18	56	Mesaba	" 21	94	
"	28	11	Menominee	May 1	117	3801
"	29	108	Minnehaha	" 4	152	
May	8	35	Manitou	" 11	105	
"	13	116	Minneapolis	" 18	153	
"	19	49	Mesaba	" 25	90	
"	26	12	Marquette	June 1	114	
"	27	105	Minnehaha	" 1	149	
June	3	39	Menominee	" 8	116	
"	9	130	Minneapolis	" 15	170	
			Manitou	" 15	109	
June	20	28	Mesaba	" 22	98	
"	24	110	Minnehaha	" 29	179	

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	July	1	44	Marquette	July 6	110
	"	8	19	Menominee	" 13	111
	"	8	115	Minneapolis	" 13	145
	"	15	45	Manitou	" 20	78
	"	20	79	Mesaba	" 27	82
	"	20	153	Minnehaha	" 27	143
	Aug.	5	39	Marquette	Aug. 10	101
	"	6	56	Minneapolis	" 10	142
	"	11	52	Menominee	" 17	79
	"	20	69	Manitou	" 24	27
	"	20	130	Minnehaha	" 24	84
	"	26	95	Mesaba	" 31	83
3803	Sept.	2	173	Minneapolis	Sept. 7	99
	"	9	122	Marquette	" 14	49
	"	16	115	Menominee	" 21	27
	"	16	170	Minnehaha	" 21	62
	"	24	112	Manitou	" 28	37
	Oct.	1	94	Mesaba	Oct. 5	59
	"	1	156	Minneapolis	" 5	117
	"	11	113	Marquette	" 13	34
	"	14	158	Minnehaha	" 19	87
	"	22	95	Menominee	" 26	47
	"	28	108	Minneapolis	Nov. 2	73
	"	29	52	Manitou	" 2	34
	Nov.	4	27	Mesaba	" 9	38
3804	"	11	28	Marquette	" 16	40
	"	18	141	Minnehaha	" 23	63
	"	26	82	Menominee	" 30	26
	Dec.	1	118	Minneapolis	Dec. 7	54
	"	10	26	Manitou	" 14	31
	"	16	47	Mesaba	" 21	29
	"	22	59	Minnehaha	" 28	28
	57 Trips		4182	Totals	61 Trips	4639

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Table XIV.

BEAVER LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL.

Mont. St. John Arrival	Westbound I	II	III	Steamer	Mont. St. John Departure	Eastbound I	II	III	
Jan. 13	3	15	261	Lake Superior	Jan. 18	5	36	21	
" 19	2	37	328	Lake Ontario	" 25	13	12	13	
" 30	16	..	..	Montfort	Feb. 2	4	..	2	
Feb. 3	15	16	380	Lake Champlain	" 8	11	15	14	3806
" 11	3	..	..	Degama	" 17	5	2	1	
" 16	..	32	541	Lake Superior	" 22	2	30	17	
" 23	20	37	402	Lake Ontario	Mar. 1	19	8	15	
Mar. 4	16	53	401	Lusitania	" 8	4	11	17	
" 18	4	27	547	Lake Champlain	" 23	20	20	34	
" 24	7	38	792	Lake Megantic	" 29	7	9	15	
" 30	..	58	992	Lake Superior	Apr. 5	4	9	16	
Apr. 6	14	65	794	Lake Ontario	" 12	10	26	24	
" 13	14	60	563	Lusitania	" 19	14	18	18	
" 21	..	52	570	Wassau	" 26	..	14	17	
" 27	31	69	682	Lake Champlain	May 3	45	57	92	
May 3	19	36	788	Lake Megantic	" 10	25	17	27	
" 10	..	64	663	Lake Superior					
" 18	23	51	684	Lake Ontario	May 24	60	49	37	3807
" 25	..	30	637	Wassau	" 31	..	23	26	
June 3	44	82	991	Lake Champlain	June 7	73	60	58	
" 8	20	51	493	Lake Megantic	" 14	82	34	30	
" 17	..	27	377	Lake Superior	" 21	..	91	41	
" 22	23	42	433	Lake Ontario	" 28	92	34	34	
July 6	20	33	439	Lake Champlain	July 12	73	46	46	
" 11	26	11	472	Lake Megantic	" 19	41	64	20	
" 21	..	28	409	Lake Superior	" 26	..	33	15	
" 27	30	38	395	Lake Ontario	Aug. 2	22	34	52	
Aug. 10	71	61	516	Lake Champlain	" 16	29	18	21	

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	" 15	63	44	232	Lake Megantic	" 23	32	12	35
	" 24	..	98	379	Lake Superior	" 30	..	30	27
	" 30	106	83	361	Lake Simcoe	Sept. 4	13	18	25
	Sept. 6	71	53	384	Lake Ontario	" 13	14	19	26
	" 13	67	68	297	Lake Champlain	" 20	25	17	44
	" 20	67	68	299	Lake Megantic	" 27	16	9	21
	" 27	51	67	309	Lake Simcoe	Oct. 4	22	22	66
	Oct. 7	40	93	252	Lake Manitoba	" 11	27	40	48
	" 13	21	28	152	Lake Ontario	" 18	10	13	23
	" 21	47	60	257	Lake Champlain	" 25	14	22	21
	" 27	..	49	232	Lake Superior	Nov. 1	..	23	54
3809	Nov. 3	23	49	529	Lake Simcoe	" 8	19	19	52
	" 9	21	31	274	Lake Manitoba	" 15	21	25	60
	" 18	7	24	458	Lake Ontario	" 22	20	27	58
	Dec. 1	..	18	645	Lake Superior	Dec. 7	..	15	36
	" 16	7	7	555	Garth Castle	" 21	6	4	13
	" 29	7	23	512	Lake Ontario				
	45 Trips	1019	1976	20677	Totals	43 Trips	899	1085	1332

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Table XV.

CUNARD LINE.

NEW YORK—LIVERPOOL.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Etruria	Jan. 5	76	35	91
Jan 7	35	72	90	Servia	" 12	56	47	47
" 12	106	107	90	Umbria	" 19	97	70	72
" 19	148	143	150	Campania	" 26	129	73	102
" 27	53	72	97	Etruria	Feb. 2	86	42	69
Feb. 2	152	142	235	Lucania	" 9	195	79	115
" 10	90	98	150	Umbria	" 16	91	46	64
" 18	38	47	105	Servia	" 23	30	28	64
" 23	62	96	178	Etruria	Mar. 2	80	49	76
Mar. 2	134	198	405	Lucania	" 9	168	80	139
" 10	64	86	157	Umbria	" 16	83	72	111
" 16	105	138	437	Campania	" 23	120	82	144
" 24	67	93	300	Etruria	" 30	88	80	65
" 30	123	185	814	Lucania	Apr. 6	185	95	199
Apr. 7	70	103	657	Servia	" 13	86	56	87
" 13	137	204	832	Campania	" 20	155	121	213
" 21	55	116	429	Umbria	" 27	110	88	98
" 27	182	236	842	Lucania	May 4	310	229	515
May 4	121	174	607	Etruria	" 11	139	103	153
" 9	20	45	346	Servia	" 14	37	30	33
" 11	113	185	839	Campania	" 18	285	181	483
" 18	97	112	515	Umbria	" 25	179	174	161
" 25	202	163	782	Lucania	June 1	356	283	605
June 1	75	106	318	Etruria	" 8	255	207	161
" 6	1	19	187	Servia	" 11	120	103	94
" 8	156	190	625	Campania	" 15	390	305	446
" 15	55	59	268	Umbria	" 22	307	196	167
" 22	195	187	543	Lucania	" 29	383	301	541
" 29	134	140	292	Etruria	July 6	324	214	178
July 3	15	76	183	Servia	" 9	239	193	81

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	" 6	219	193	359	Campania	" 13	318	255	472
	" 13	74	109	203	Umbria	" 20	273	215	183
	" 20	208	243	510	Lucania	" 27	313	214	284
	" 27	127	225	257	Etruria	Aug. 3	221	195	144
	Aug. 3	219	247	350	Campania	" 10	162	169	257
	" 10	191	186	184	Umbria	" 17	82	97	123
	" 17	286	292	536	Lucania	" 24	140	131	212
	" 24	196	269	257	Etruria	" 31	97	59	101
	" 28	178	325	163	Servia	Sept. 3	3	31	30
	" 30	387	296	687	Campania	" 7	153	134	305
	Sept. 7	368	227	119	Umbria	" 14	74	65	118
	" 14	371	321	668	Lucania	" 21	107	95	169
3815	" 21	349	229	119	Etruria	" 28	86	92	150
	" 26	239	331	157	Servia	Oct. 1	3	21	33
	" 28	368	324	656	Campania	" 5	206	117	209
	Oct. 5	232	260	210	Umbria	" 12	80	53	107
	" 12	319	324	605	Lucania	" 19	142	92	185
	" 19	110	249	233	Etruria	" 26	83	77	113
	" 26	213	264	479	Campania	Nov. 2	157	102	199
	Nov. 2	50	112	176	Umbria	" 9	70	81	122
	" 9	134	158	325	Lucania	" 16	130	82	262
	" 16	93	85	134	Etruria	" 23	78	42	92
	" 23	184	164	296	Campania	" 30	149	93	348
	Dec. 1	42	47	117	Umbria	Dec. 7	59	108	183
	" 7	130	97	259	Lucania	" 14	172	188	341
3816	" 15	60	73	135	Etruria	" 21	78	44	100
	" 20	187	94	180	Campania	" 28	138	40	98
	" 29	49	58	86	Umbria				
	57 Trips	8388	9394	19933	Totals	57 Trips	8733	6554	10314

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Table XVI.

CUNARD LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan 11	35	45	76	Saxonia	Jan. 19	36	24	92	
" 25	6	42	109	Ivernia	Feb. 2	8	14	39	
Feb. 2	..	..	89	Ultonia	" 9	..	..	20	
" 14	9	34	140	Saxonia	" 23	18	11	68	
" 28	10	26	228	Ivernia	Mar. 9	15	18	84	
Mar. 12	..	..	170	Ultonia	" 17	..	..	30	3818
" 21	15	62	687	Saxonia	" 30	10	45	86	
Apr. 14	..	..	466	Ultonia	Apr. 20	..	..	59	
" 18	11	81	1181	Ivernia	" 27	66	38	136	
May 2	16	184	1972	Saxonia	May 11	84	131	338	
" 17	..	..	655	Ultonia	" 25	..	..	110	
" 22	64	72	1109	Ivernia	June 1	123	136	518	
June 6	58	85	760	Saxonia	" 15	180	175	400	
" 22	..	..	413	Ultonia	" 29	..	..	121	
" 27	39	72	581	Ivernia	July 6	184	218	364	
July 11	45	66	463	Saxonia	" 20	165	150	265	
" 27	..	..	256	Ultonia	Aug. 3	..	..	70	
" 31	117	90	378	Ivernia	" 10	76	73	147	
Aug. 15	157	187	555	Saxonia	" 24	66	52	167	
" 29	..	..	273	Ultonia	Sept. 7	..	..	62	3819
Sept. 4	183	225	848	Ivernia	" 14	35	45	122	
" 19	185	216	1452	Saxonia	" 28	43	47	158	
Oct. 6	..	..	620	Ultonia	Oct. 12	..	..	37	
" 10	167	220	1022	Ivernia	" 19	48	61	118	
" 24	68	168	811	Saxonia	Nov. 2	37	34	160	
Nov. 8	..	..	213	Ultonia	" 16	..	..	93	
" 15	58	79	411	Ivernia	" 23	33	27	229	
" 29	13	45	357	Saxonia	Dec. 7	25	49	573	
Dec. 14	..	..	160	Ultonia	" 22	..	..	44	
" 20	35	62	228	Ivernia	" 28	6	20	77	
30 Trips	1291	2061	16683	Totals	30 Trips	1258	1368	4787	

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Table XVII.

DOMINION LINE.

PORTLAND—LIVERPOOL.

	Port. Arrival	Westbound I	II	III	Steamer	Port. Departure	Eastbound I	II	III
	Jan. 9	3	3	44	Dominion	Jan. 12	29	11	47
	" 15	2	25	38	Cambroman	" 22	4	4	15
	" 28	5	6	75	Vancouver	Feb. 2	6	2	22
	Feb. 10	16	21	62	Dominion	" 16	5	10	32
	" 19	..	14	28	Cambroman	" 27	2	3	14
3821	Mar. 4	10	17	74	Vancouver	Mar. 9	1	8	20
	" 18	17	43	176	Dominion	" 23	5	16	31
	" 25	2	10	123	Cambroman	" 30	2	7	21
	Apr. 6	6	39	275	Vancouver	Apr. 13	9	13	24
	" 21	23	47	230	Dominion	" 27	40	36	33
	" 28	7	31	362	Cambroman	May 4	2	17	12
	May 12	12	13	381	Vancouver	" 18	16	9	23
	" 26	26	93	312	Dominion	June 1	94	58	79
	June 2	..	21	166	Cambroman	" 8	43	30	35
	" 24	5	22	180	Vancouver	" 29	144	35	32
	" 30	12	63	92	Dominion	July 6	118	75	37
	July 7	19	13	162	Cambroman	" 13	11	10	14
	" 28	18	29	168	Vancouver	Aug. 3	9	6	27
3822	Aug. 4	37	37	63	Dominion	" 10	25	9	11
	" 11	21	27	44	Cambroman	" 17	2	11	12
	" 31	104	31	145	Vancouver	Sept. 7	29	11	11
	Sept. 7	166	80	49	Dominion	" 14	7	2	25
	" 15	92	67	176	Cambroman	" 21	10	..	11
	Oct. 6	38	36	143	Vancouver	Oct. 12	9	2	20
	" 13	37	26	88	Dominion	" 19	9	5	12
	" 21	14	15	38	Cambroman	" 26	2	3	20
	Nov. 9	7	11	150	Vancouver	Nov. 16	4	10	14
	" 17	12	14	88	Dominion	" 23	5	24	57
	" 25	2	3	83	Cambroman	" 30	2	17	23
	Dec. 10	4	5	140	Vancouver	Dec. 14	11	36	51
	" 21	8	33	147	Dominion	" 28	9	12	41
	31 Trips	725	895	4302	Totals	31 Trips	664	492	826

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Table XVIII.

DOMINION LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
				New England	Jan. 2	20	12	95	
Jan. 25	19	52	121	New England	" 30	31	37	66	
Feb. 9	32	60	121	Commonwealth	Feb. 13	61	34	53	
" 22	15	48	130	New England	" 27	32	12	59	3824
Mar. 9	39	89	212	Commonwealth	Mar. 13	44	26	60	
" 22	35	103	276	New England	" 27	36	32	101	
Apr. 5	57	143	581	Commonwealth	Apr. 10	71	61	142	
" 19	40	112	782	New England	" 24	101	110	181	
May 3	88	134	1037	Commonwealth	May 8	153	164	308	
" 17	86	97	780	New England	" 22	170	145	391	
" 31	134	120	482	Commonwealth	June 5	256	186	528	
June 14	126	153	447	New England	" 19	265	223	420	
" 28	160	133	411	Commonwealth	July 3	295	239	481	
July 12	73	78	274	New England	" 17	185	162	312	
" 26	176	185	282	Commonwealth	" 31	189	116	273	
Aug. 9	125	147	195	New England	Aug. 14	66	55	194	
" 23	275	307	439	Commonwealth	" 28	83	42	149	3825
Sept. 6	300	237	405	New England	Sept. 11	95	69	188	
" 20	290	275	737	Commonwealth	" 25	76	32	198	
Oct. 4	237	280	606	New England	Oct. 9	88	79	226	
" 18	141	211	365	Commonwealth	" 23	70	61	146	
Nov. 1	136	96	319	New England	Nov. 6	31	41	153	
" 25	73	120	270	Commonwealth					
" 29	32	57	97	New England	Dec. 4	45	104	316	
23 Trips	2689	3237	9369	Totals	23 Trips	2463	2042	5040	

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Table XIX.

DOMINION LINE.

BOSTON—MEDITERRANEAN.

	Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	A	C	I
					Commonwealth	Nov. 27	115	20	335	318	12	5
	Dec. 26	34	12	305	Commonwealth							
3827	1 Trip	34	12	305	Totals	1 Trip	115	20	335	318	12	5

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Table XX.

FABRE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	
			Patria	Jan. 4	5	71	61	8	2	
Jan. 9	..	207	Neustria							
" 25	..	225	Burgundia							
Feb. 20	..	312	Massilia							
" 26	..	161	Britannia							
" 26	..	222	Gallia	Mar. 6	1	10	10	..	..	3830
Mar. 3	1	1148	Patria	" 10	..	10	10	..	..	
" 13	..	890	Neustria							
Apr. 23	..	864	Britannia							
" 28	..	1160	Patria							
May 5	..	1174	Massilia							
" 14	..	1015	Neustria							
" 27	2	1183	Gallia							
June 17	5	700	Britannia							
" 25	..	418	Patria	July 3	1	20	20	..	..	
July 18	..	293	Olbia							
Aug. 3	..	348	Neustria							
" 16	..	489	Patria	Aug. 24	1	106	86	17	3	3831
" 29	1	220	Britannia							
Sept. 16	..	515	Burgundia	Sept. 23	..	31	28	1	2	
" 28	..	10	Neustria	Oct. 6	..	47	46	..	1	
Oct. 18	2	620	Patria	" 26	1	189	180	6	3	
" 24	..	23	Britannia							
Nov. 5	6	557	Gallia	Nov. 13	..	91	89	1	1	
" 20	..	4	Burgundia	" 26	..	119	113	5	1	
" 25	5	405	Gergovia							
Dec. 7	1	516	Neustrja							
" 20	..	289	Patria							
" 31	..	189	Gallia							
28 Trips	23	14157	Totals	10 Trips	9	694	643	38	13	

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Table XXI.

FABRE LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound III	Steamer
June 30	254	Burgundia
Nov. 3	651	Massilia
2 Trips	905	Total

3833

Table XXII.

FRANCO-CANADIAN STEAM NAVIGATION COMPANY.

DUNKIRK, BORDEAUX—QUEBEC.

	Quebec Arrival	Westbound I	II	III	Steamer	Quebec Departure	Eastbound I	II	III
	July 9	5	..	63	Wassau	July 14	15	..	8
	" 25	2	2	32	Garth Castle	" 28	6	2	..
	Aug. 13	7	..	70	Wassau	Aug. 20	7	..	1
	" 27	1	3	49	Garth Castle	" 31	4	9	6
3834	Sept. 22	25	..	104	Wassau				
	" 30	21	15	69	Garth Castle	Oct. 5	5	1	42
	Oct. 27	9	..	217	Manchester Shipper	Nov. 6	1	..	5
	7 Trips	70	20	604	Totals	6 Trips	38	12	62

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Table XXIII.

FRENCH LINE.

New York-Havre

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				La Gascogne	Jan. 3	25	29	157	
Jan. 6	28	30	323	La Bretagne	" 10	35	24	112	
" 12	42	30	445	La Champagne.	" 17	40	32	158	
" 20	38	53	438	L'Aquitaine	" 24	39	25	138	
" 27	41	27	419	La Gascogne	" 31	31	14	129	3836
Feb. 3	37	33	521	La Bretagne	Feb. 7	28	23	162	
" 10	38	52	444	La Champagne	" 14	25	16	115	
" 17	51	49	571	L'Aquitaine	" 21	36	31	107	
" 24	27	34	734	La Gascogne	" 28	28	24	133	
Mar. 3	24	37	604	La Bretagne	Mar. 7	21	27	125	
" 11	43	48	964	La Champagne	" 14	35	48	114	
" 17	45	69	796	L'Aquitaine	" 21	43	49	191	
" 26	33	107	972	La Gascogne	" 30	39	35	177	
" 31	28	94	903	La Bretagne	Apr. 4	27	59	193	
Apr. 6	34	63	964	La Champagne	" 11	49	44	153	
" 13	50	87	539	La Lorraine	" 18	65	39	238	
" 21	16	66	655	L'Aquitaine	" 25	36	35	153	
" 22	..	..	1142	La Gascogne	" 27	26	21	55	3837
" 28	31	86	935	La Bretagne	May 2	84	82	193	
May 5	33	80	1009	La Champagne	" 9	54	56	447	
" 12	60	109	598	La Lorraine	" 16	129	60	347	
" 19	37	70	827	L'Aquitaine	" 23	80	58	267	
" 20	..	..	1312	La Gascogne	" 25	69	60	68	
" 26	24	71	866	La Bretagne	" 30	86	42	253	
June 2	38	62	717	La Champagne	June 6	101	80	220	
" 9	60	110	603	La Lorraine	" 13	150	87	257	
" 16	33	48	697	L'Aquitaine	" 20	113	83	272	
" 23	35	56	706	La Bretagne	" 27	141	89	217	
" 30	56	53	499	La Champagne	July 4	153	88	306	

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	July 7	30	76	498	La Normandie	" 11	68	58	284
	" 14	32	61	479	L'Aquitaine	" 18	112	96	301
	" 21	31	43	442	La Gascogne	" 25	96	75	329
	" 28	41	78	454	La Champagne	Aug. 1	80	68	263
	Aug. 4	47	49	386	La Normandie	" 8	33	51	284
	" 11	71	78	459	La Bretagne	" 15	41	48	235
	" 18	33	86	457	La Gascogne	" 22	44	42	327
	" 24	77	108	629	L'Aquitaine	" 29	51	55	208
	Sept. 1	136	142	488	La Champagne	Sept. 5	21	39	250
	" 6	280	123	610	La Savoie	" 12	54	58	246
	" 15	178	117	618	La Bretagne	" 19	31	53	257
	" 21	176	172	577	L'Aquitaine	" 26	34	48	251
3839	" 30	129	128	609	La Champagne	Oct. 3	26	29	246
	Oct. 5	206	146	603	La Savoie	" 10	66	57	286
	" 13	80	138	865	La Bretagne	" 17	25	37	222
	" 19	47	101	645	L'Aquitaine	" 24	33	65	212
	27	80	110	931	La Champagne	" 31	30	31	296
	Nov. 3	45	119	768	La Gascogne	Nov. 7	16	36	314
	" 9	177	191	690	La Savoie	" 14	77	69	285
	" 16	36	62	897	La Bretagne	" 21	22	31	207
	" 24	43	76	959	La Champagne	" 28	38	58	340
	Dec. 1	19	44	737	La Gascogne	Dec. 5	14	42	372
	" 7	19	63	676	L'Aquitaine	" 12	12	35	251
	" 15	52	43	471	La Bretagne	" 19	16	16	135
	" 20	77	77	589	La Savoie	" 26	85	29	112
3840	" 27	35	36	313	La Champagne				
	54 Trips	3159	4091	35973	Totals	54 Trips	2913	2586	11970

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Table XXIV.

HAMBURG-AMERICAN LINE.

Express Service, New York-Hamburg.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 17	82	..	..	Prinzessin Vic. Luis					
" 25	135	153	323	Auguste Victoria					
				Columbia	Mar. 2	25	38	68	
				Auguste Victoria	Apr. 11	180	80	114	
Apr. 11	358	190	314	Deutschland	" 18	292	282	319	
" 26	69	132	335	Columbia	May 2	131	95	151	3842
May 3	121	89	585	Furst Bismarck	" 9	202	134	348	
" 9	291	147	369	Deutschland	" 16	477	211	332	
" 17	107	74	701	Auguste Victoria	" 23	302	96	107	
" 24	80	73	428	Columbia	" 30	251	151	111	
" 31	118	82	565	Furst Bismarck	June 6	265	204	294	
June 6	359	177	291	Deutschland	" 13	487	281	285	
" 14	63	97	393	Auguste Victoria	" 20	329	138	130	
" 21	60	53	383	Columbia	" 27	261	134	101	
" 29	152	117	321	Furst Bismarck	July 4	288	211	380	
July 5	447	188	298	Deutschland	" 11	486	205	299	
" 19	112	128	213	Columbia	" 25	229	140	172	
" 26	156	115	213	Furst Bismarck	Aug. 1	225	102	198	
Aug. 1	444	218	215	Deutschland	" 8	428	212	308	3843
" 9	215	158	173	Auguste Victoria	" 15	76	89	147	
" 16	75	118	212	Columbia	" 22	66	50	204	
" 23	194	232	241	Furst Bismarck	" 29	44	54	150	
" 29	459	325	302	Deutschland	Sept. 5	278	146	301	
Sept. 6	331	163	324	Auguste Victoria	" 12	64	68	195	
" 13	239	159	277	Columbia	" 19	43	53	191	
" 20	263	240	296	Furst Bismarck	" 26	87	36	102	
" 26	465	294	284	Deutschland	Oct. 3	267	113	305	
Oct. 4	320	149	275	Auguste Victoria	" 10	74	77	201	
" 11	170	156	185	Columbia	" 17	35	33	167	
" 18	137	186	295	Furst Bismarck					
" 24	389	203	390	Deutschland	Oct. 31	248	108	265	
Nov. 2	227	161	409	Auguste Victoria	Nov. 7	85	49	200	
" 6	120	122	428	Columbia					
Dec. 5	217	171	425	Deutschland	Dec. 12	200	156	386	
32 Trips	6975	4870	10463	Totals	30 Trips	6425	3746	6531	

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Table XXV.

HAMBURG-AMERICAN LINE.

Regular Service, New York-Hamburg.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Pretoria	Jan. 5	21	34	72
	Jan. 8	..	26	219	Cap Frio	" 12	..	20	42
	" 13	..	40	284	Phoenicia	" 19	..	39	85
	" 18	79	67	340	Patricia	" 26	35	44	65
3845	" 28	32	37	230	Graf Waldersee	Feb. 2	50	50	133
	Feb. 8	..	..	288	Bulgaria	" 13	..	..	30
	" 9	40	69	287	Pennsylvania	" 16	52	67	69
	" 17	45	61	527	Pretoria	" 23	28	26	50
	" 24	..	66	718	Phoenicia	Mar. 2	..	32	45
	Mar. 2	44	53	617	Patricia	" 9	56	34	126
	" 11	44	113	627	Graf Waldersee	" 16	72	62	187
	" 19	..	40	877	Batavia	" 23	..	26	34
	" 22	57	110	1443	Pennsylvania	" 30	146	93	77
	" 31	..	25	1740	Bulgaria	Apr. 6	..	37	22
	Apr. 6	52	96	1869	Pretoria	" 13	66	75	165
	" 13	..	68	1505	Phoenicia	" 20	..	174	111
	" 20	54	52	835	Patricia	" 27	174	274	123
3846	" 26	63	98	927	Graf Waldersee	May 4	107	185	175
	May 4	..	34	1122	Batavia	" 11	..	94	80
	" 9	74	90	2032	Pennsylvania	" 18	180	160	195
	" 18	46	79	2316	Pretoria	" 25	158	188	143
	" 24	..	64	1921	Phoenicia	June 1	..	174	105
	" 31	41	61	1093	Patricia	" 8	180	229	134
	June 8	77	58	1411	Graf Waldersee	" 15	180	260	187
	" 16	..	..	771	Armenia				
					Bulgaria	June 22	..	218	60
					Belgravia	" 27	..	..	18
	June 21	72	113	1448	Pennsylvania	" 29	212	255	171
	" 29	55	55	1075	Pretoria	July 6	190	209	263

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July	5	..	53	913	Phoenicia	"	13	..	73	127	
"	13	72	77	863	Patricia	"	20	178	242	135	
"	19	84	109	640	Graf Waldersee	"	27	183	134	102	
"	27	..	44	540	Bulgaria	Aug.	3	..	65	80	
Aug.	1	132	87	537	Pennsylvania	"	10	120	63	86	
"	9	163	123	388	Pretoria	"	17	40	55	111	
"	16	..	127	504	Phoenicia	"	24	..	48	104	
"	23	100	169	435	Patricia	"	31	69	51	98	
"	29	166	246	649	Graf Waldersee	Sept.	7	74	97	211	
Sept.	6	..	245	566	Bulgaria	"	14	..	50	48	
"	12	189	291	775	Pennsylvania	"	21	42	34	81	
"	19	..	255	179	Belgravia						
"	20	185	273	405	Pretoria	Sept.	28	50	50	89	3848
"	30	..	197	533	Phoenicia	Oct.	5	..	54	52	
Oct.	4	180	272	454	Patricia	"	12	48	28	81	
"	11	158	265	733	Graf Waldersee	"	19	90	43	146	
"	20	..	162	535	Palatia	"	26	..	63	83	
"	25	95	279	757	Pennsylvania	Nov.	2	77	68	145	
Nov.	2	168	119	852	Pretoria	"	9	40	48	209	
"	9	..	80	830	Phoenicia	"	16	..	42	147	
"	17	137	105	981	Patricia	"	23	29	33	178	
"	22	142	133	1723	Graf Waldersee	"	30	43	63	178	
Dec.	1	..	61	1001	Palatia	Dec.	7	..	44	146	
"	6	60	69	1337	Pennsylvania	"	14	19	20	167	
"	14	38	84	1470	Pretoria	"	21	23	22	212	
"	21	..	64	1278	Phoenicia	"	28	..	29	83	3849
"	27	28	54	768	Patricia						
53 Trips		2972	5618	47168	Totals	53 Trips		3032	4578	6066	

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Table XXVI.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK-MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
			Furst Bismarck	Jan. 5	262	330	313	11	6
Jan. 15	42	729	Columbia	" 22	152	159	143	16	..
			Auguste Victoria	" 31	219	94	92	2	..
Feb. 8	46	876	Furst Bismarck	Feb. 14	278	147	124	12	11
3851 " 24	50	749	Columbia						
			Prinzessin V. Luise	Mar. 9	110	..	..	.	..
Apr. 8	90	661	Auguste Victoria						
			Furst Bismarck	Oct. 23	113	385	355	19	11
			Columbia	Nov. 9	101	756	700	36	20
Nov. 19	96	631	Furst Bismarck	" 23	153	766	742	11	13
Dec. 6	44	491	Columbia	Dec. 12	136	514	506	1	7
" 21	74	350	Furst Bismarck	.....	..	..	..	..	..
7 Trips	442	4487	Totals	9 Trips	1524	3151	2975	108	68

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Table XXVII.

HAMBURG-AMERICAN LINE.

Regular Service, New York-Mediterranean.

N. Y. Arrival	Westbound III	Steamer	N. Y. Departure	Eastbound III	A	C	I	
Apr. 3	575	Sicilia	Apr. 6	22	15	6	1	
" 23	533	Scotia	" 26	7	4	2	1	
" 30	608	Christiania						
May 4	2224	Belgravia	May 9	18	14	3	1	
" 12	596	Georgia						3854
" 27	591	Sicilia	May 30	14	9	2	3	
June 10	492	Scotia	June 13	13	10	2	1	
" 16	243	Christiania						
" 22	1829	Belgravia						
July 1	232	Georgia						
" 15	380	Sicilia	July 18	39	31	6	2	
" 30	328	Scotia	Aug. 3	55	49	5	1	
Aug. 29	284	Georgia	Sept. 4	80	70	7	3	
Sept. 9	188	Sicilia	" 12	45	43	1	1	
" 18	173	Scotia	" 24	47	39	8	..	
Nov. 1	533	Sicilia	Nov. 5	56	49	2	5	
" 16	565	Scotia	" 23	363	344	13	6	
Dec. 20	441	Sicilia	Dec. 30	85	83	1	1	3855
18 Trips	10815	Totals	13 Trips	844	760	58	26	

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Table XXVIII.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

N. Y. Westbound Arrival	III	Steamer	N. Y. Westbound Arrival	III	Steamer
Jan. 31	124	Barcelona	Aug. 24	124	Catania
Feb. 15	124	Milano	Sept. 6	213	Albano
Mar. 10	175	Pisa	" 19	194	Milano
3857 " 31	400	Taormina	Oct. 6	204	Barcelona
Apr. 3	583	Milano	" 17	125	Catania
" 21	359	Albano	" 31	362	Pisa
May 3	283	Pisa	Nov. 7	269	Albano
" 31	407	Milano	" 15	333	Milano
July 18	234	Albano	Dec. 1	316	Barcelona
" 26	223	Milano			
Aug. 9	179	Barcelona	20 Trips	5231	Total

Table XXIX.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—MONTREAL.

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Mont. Westbound Arrival	III	Steamer
Apr. 26	563	Armenia
May 6	464	Assyria
" 29	717	Bulgaria
June 13	498	Armenia
" 26	314	Assyria
July 31	188	Belgravia
6 Trips	2744	Total

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Table XXX.

HOLLAND-AMERICAN LINE.

NEW YORK—ROTTERDAM, AMSTERDAM.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Statendam	Jan. 5	7	18	71	
Jan. 7	9	12	161	Potsdam	" 12	32	18	100	
" 15	..	42	149	Spaarndam	" 19	..	4	40	
" 21	34	36	150	Rotterdam	" 26	15	12	71	
" 30	..	21	150	Amsterdam	Feb. 2	..	4	58	
Feb. 6	16	28	128	Statendam	" 10	19	15	61	3860
" 11	22	67	168	Potsdam	" 17	24	19	84	
" 18	..	17	113	Maasdam	" 23	..	13	63	
" 24	22	53	234	Rotterdam	Mar. 2	23	13	102	
Mar. 7	..	22	204	Amsterdam	" 10	..	10	41	
" 12	27	45	325	Statendam	" 16	31	39	124	
" 17	40	80	422	Potsdam	" 23	63	34	120	
" 22	..	33	355	Maasdam	" 30	..	21	26	
" 31	38	84	828	Rotterdam	Apr. 6	36	39	72	
Apr. 16	..	57	639	Amsterdam	" 20	..	69	59	
" 19	39	54	578	Statendam	" 27	139	157	129	
" 30	46	88	562	Potsdam	May 4	103	102	258	
May 6	..	26	330	Maasdam	" 11	..	110	109	
" 12	43	91	795	Rotterdam	" 18	91	100	175	3861
" 20	..	39	649	Amsterdam	" 25	..	96	69	
" 26	49	100	896	Statendam	June 1	132	122	153	
June 1	73	45	765	Potsdam	" 8	224	130	256	
" 10	..	27	370	Maasdam	" 15	..	137	96	
" 16	34	38	677	Rotterdam	" 22	193	106	178	
" 24	..	34	691	Amsterdam	" 29	..	94	91	
" 30	49	82	578	Statendam	July 6	160	133	212	
July 7	68	67	704	Potsdam	" 13	161	90	182	
" 15	..	61	528	Maasdam	" 20	..	139	137	
" 20	82	67	777	Rotterdam	" 27	175	66	137	
" 29	..	66	634	Amsterdam	Aug. 3	..	66	135	

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Aug. 4	82	66	640	Statendam	" 10	55	53	129
" 11	161	135	567	Potsdam	" 17	102	51	202
" 19	..	63	548	Maasdam	" 24	..	30	82
" 25	95	156	847	Rotterdam	" 31	32	15	127
Sept. 1	..	93	684	Amsterdam	Sept. 7	..	25	142
" 8	221	158	841	Statendam	" 14	50	32	153
" 15	251	214	768	Potsdam	" 21	65	13	127
" 23	..	138	539	Maasdam	" 28	..	14	123
" 30	194	112	486	Rotterdam	Oct. 5	49	19	214
Oct. 7	..	90	250	Amsterdam	" 12	..	20	99
" 13	112	122	473	Statendam	" 19	35	37	147
" 20	59	86	482	Ryndam	" 26	46	44	176
3863 " 26	60	46	547	Potsdam	Nov. 2	26	12	77
Nov. 3	153	99	770	Rotterdam	" 9	26	21	94
" 12	..	53	537	Amsterdam	" 16	..	17	59
" 17	42	57	816	Statendam	" 23	18	14	88
" 24	22	27	510	Ryndam	" 30	21	23	161
Dec. 1	55	32	475	Potsdam	Dec. 7	37	28	187
" 9	..	19	551	Maasdam	" 14	..	22	61
" 17	..	21	406	Amsterdam	" 21	..	13	50
" 21	37	28	356	Statendam	" 28	13	15	110
" 30	29	33	314	Ryndam				
51 Trips	2264	3310	25967	Totals	51 Trips	2203	2494	6017

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Table XXXI.

INSULAR NAVIGATION COMPANY.

NEW YORK—AZORES—LISBON.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III
			Peninsular	Jan. 3	11	12
Apr. 2	23	543	Peninsular	Apr. 9	10	93
May 17	21	363	Peninsular	May 25	3	35
July 8	20	406	Peninsular	July 15	12	93
Sept. 22	31	340	Peninsular	Sept. 29	2	151
Nov. 18	11	162	Peninsular	Nov. 23	4	149
5 Trips	106	1814	Totals	6 Trips	42	533

Table XXXII.

LA VELOCE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound II	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Apr. 7	18	..	1075	Duchessa di Genova	Apr. 10	19	..	93	86	7	..
" 12	..	..	1404	Città di Torino	" 18	..	6	47	39	5	3
May 13	..	..	1186	Duchessa di Genova	May 18	34	32	202	161	31	10
" 27	..	..	1315	Città di Torino	June 3	..	35	171	126	33	12
June 14	7	23	1006	Nord America	" 19	44	..	123	106	14	3
July 3	9	..	449	Duchessa di Genova	July 10	23	17	290	234	45	11
" 26	5	50	973	Nord America	Aug. 1	2	54	556	463	64	29
Aug. 10	6	37	448	Duchessa di Genova	" 15	1	37	280	245	24	11
Sept. 5	16	27	598	Nord America	Sept. 10	3	30	326	270	42	14
" 29	44	38	914	Città di Torino	Oct. 3	2	14	356	325	20	11
Oct. 27	58	27	1052	Nord America	" 31	15	3	372	329	30	13
Nov. 18	64	..	1223	Città di Torino	Nov. 21	10	..	677	649	21	7
Dec. 12	56	..	1285	Nord America	Dec. 17	4	..	216	204	7	5
" 30	13	..	604	Città di Torino							
14 Trips	296	202	13532	Totals	13 Trips	157	228	3709	3237	343	129

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Table XXXIII.

LEYLAND LINE.

BOSTON-LIVERPOOL.

	Boston Arrival	Westbound I	Steamer	Boston Departure	Eastbound I
	Jan. 4	2	Bohemian	Jan. 9	18
			Devonian	" 17	9
			Winifredian	" 23	1
	Jan. 24	3	Cestrian	" 30	7
3869	Feb. 10	8	Bohemian	Feb. 15	1
	" 25	2	Devonian	Mar. 1	5
	Mar. 4	3	Cestrian	" 7	3
	" 9	6	Winifredian	" 13	3
	" 16	2	Bohemian	" 20	2
	" 26	16	Devonian	Apr. 3	27
			Cestrian	" 10	17
	Apr. 9	8	Winifredian	" 17	13
	" 16	1	Bohemian	" 20	18
	" 29	23	Devonian	May 4	37
			Iberian*	" 9	5
	May 7	6	Cestrian	" 11	21
	" 16	17	Winifredian	" 21	41
3870	" 30	19	Devonian	June 5	105
			Caledonian*	" 8	15
	June 6	9	Cestrian	" 12	40
	" 11	3	Iberian*	" 15	12
	" 16	31	Winifredian	" 20	118
			Philadelphian	" 26	4
	July 1	22	Devonian	July 10	108
			Caledonian*	" 13	14
	" 9	23	Cestrian	" 17	45
	" 15	35	Winifredian	" 24	73
	" 17	3	Iberian*	" 25	10
			Lancastrian	Aug. 7	1

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Aug. 6	49	Devonian	" 14	45	
" 14	2	Caledonian*	" 17	1	
" 13	15	Cestrian	" 21	17	
" 20	104	Winifredian	" 28	25	
Sept. 3	5	Lancastrian			
" 9	131	Devonian	Sept. 18	49	
" 18	14	Caledonian*	" 22	5	
" 18	49	Cestrian	" 25	2	
" 24	116	Winifredian	Oct. 2	27	
Oct. 2	4	Philadelphian			
" 9	2	Lancastrian			
" 15	99	Devonian	Oct. 23	15	3872
" 23	19	Cestrian	" 30	6	
" 29	34	Winifredian	Nov. 6	11	
		Kingstonian*	" 10	5	
Nov. 14	1	Lancastrian			
" 21	26	Devonian	Nov. 28	4	
" 28	1	Cestrian	Dec. 4	3	
		Caledonian*	" 4	1	
Dec. 4	2	Winifredian	" 11	7	
" 12	4	Kingstonian*	" 17	1	
" 12	1	Philadelphian	" 18	1	
" 19	1	Lancastrian			
		Iberian*	Dec. 28	3	
Dec. 23	10	Devonian			
					3873
43 Trips	931	Totals	48 Trips	1001	

*Boston-London service.

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Table XXXIV.

LEYLAND LINE.

NEW YORK-LIVERPOOL.

N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
		Iberian	Jan. 26	5
		Canadian	Feb. 23	4
		Canadian	May 26	51
May 29	3	Bohemian	June 1	39
3875		Canadian	" 29	81
June 29	3	Bohemian	July 6	68
July 27	10	Canadian	Aug. 3	27
Aug. 2	5	Bohemian	" 10	4
" 30	75	Canadian	Sept. 7	4
Sept. 6	92	Bohemian	" 14	2
Oct. 7	65	Canadian	Oct. 12	7
" 13	22	Bohemian		
Nov. 8	18	Canadian	Nov. 16	2
" 17	5	Bohemian		
Dec. 21	1	Bohemian	Dec. 28	2
11 Trips	299	Totals	13 Trips	296

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Table XXXV.

LINHA DI VAPORES PORTUGUEZES.

NEW YORK-AZORES-LISBON.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III
Feb. 23	7	89	Dona Maria	Mar. 2	3	28
" 26	..	48	Dona Amelia	" 21	1	49
Apr. 12	27	503	Dona Maria	Apr. 18	1	91
May 4	23	478	Dona Amelia	May 15	5	66
" 26	24	285	Dona Maria	June 7	6	37
July 13	13	269	Dona Maria			
Sept. 1	2	410	Patria	Sept. 14	..	145
" 24	3	113	Dona Maria			
Nov. 2	1	266	Patria			
Dec. 21	4	161	Dona Maria			
10 Trips	104	2622	Totals	6 Trips	16	416

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Table XXXVI.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK-MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I	Az.
Feb. 22	16	..	525	Archimede	Feb. 27	5	..	61	53	5	3	..
Mar. 3	3	..	1110	Liguria	Mar. 13	8	..	123	99	18	6	..
Apr. 8	5	..	1187	Manilla	Apr. 11	17	..	88	67	13	8	..
" 13	2	..	853	Marco Minghetti	" 17	2	..	62	56	4	2	..
" 19	3	..	856	Archimede	" 24	14	..	117	91	20	6	..
" 24	6	..	1362	Liguria	May 1	27	..	226	170	39	17	23
May 6	8	..	914	Vincenzo Florio	" 9	15	..	102	76	19	7	..
" 12	..	..	1082	Sempione								
" 16	9	..	937	Washington	May 22	11	..	100	85	11	4	..
" 24	19	..	876	Marco Minghetti	" 29	15	..	116	103	9	4	2
" 30	16	..	874	Archimede	June 5	25	..	120	89	25	6	..
June 7	16	..	1050	Manilla	" 12	30	..	136	110	17	9	..
" 11	8	..	933	Liguria	" 19	59	..	218	180	22	16	..
" 20	12	..	791	Vincenzo Florio	" 26	18	..	155	135	6	14	5
" 26	16	..	727	Lombardia	July 3	54	..	260	213	33	14	..
July 11	18	..	552	Marco Minghetti	" 18	8	..	298	240	31	27	..
Aug. 2	22	..	812	Liguria	Aug. 8	18	..	519	425	59	35	..
" 18	15	..	526	Lombardia	" 22	10	..	277	234	34	9	..
" 27	36	..	622	Sicilia	Sept. 3	13	..	395	323	44	28	..
Sept. 18	51	..	788	Liguria	" 24	16	..	439	355	59	25	..
Oct. 3	59	..	1330	Lombardia	Oct. 8	18	..	351	288	39	24	..
" 18	31	..	938	Sicilia	" 24	8	35	419	342	53	24	..
" 21	..	..	4	Archimede	Nov. 5	6	..	261	247	12	2	..
Nov. 7	27	..	1334	Liguria	" 12	17	..	386	368	16	2	..
" 21	45	..	1351	Lombardia	" 26	3	..	997	956	20	21	..
Dec. 3	11	68	1164	Sicilia	Dec. 10	10	14	659	615	25	19	..
" 25	11	..	1162	Liguria	" 31	2	..	206	187	15	4	..
27 Trips	465	68	24660	Totals	26 Trips	429	49	7091	6107	648	336	30

The Eastbound Azores passengers above were all steerage, and have not been included in the "total steerage" of the Line, which are all Italian. They are covered under "Miscellaneous" in Table II.

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Table XXXVII.

NAVIGAZIONE GENERALE ITALIANA.

NEW ORLEANS-MEDITERRANEAN.

N. O. Arrival	Westbound I	III	Steamer	N. O. Departure	Eastbound I	II	III	A	C	I
Feb. 24	..	278	Sempione	Mar. 10	..	..	163	122	29	12
Oct. 22	2	1079	Manilla	Nov. 10	1	2	30	29	1	..
2 Trips	2	1357	Totals	2 Trips	1	2	193	151	30	12

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Table XXXVIII.

NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				K. Wm. der Grosse	Jan. 3	251	103	353
Jan. 6	149	61	346	Kn. M. Theresia				
				Trave	Jan. 15	45	65	134
Jan. 25	51	100	563	Lahn	" 29	40	41	169
Feb. 8	40	58	611	Trave				
" 21	41	37	618	Lahn	Feb. 26	25	44	153
" 26	252	322	593	K. Wm. der Grosse	Mar. 5	245	106	596
Mar. 21	31	65	663	Lahn	" 26	49	59	284
" 27	226	206	619	K. Wm. der Grosse	Apr. 2	363	196	436
				Kn. M. Theresia	" 20	79	126	218
Apr. 22	42	43	632	Lahn	" 24	48	104	116
" 24	295	195	648	K. Wm. der Grosse	" 30	412	358	705
May 13	56	92	403	Kn. M. Theresia	May 16	141	109	366
" 16	23	89	647	Lahn	" 21	109	120	254
" 21	326	272	637	K. Wm. der Grosse	" 28	444	309	770

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June	5	107	77	403	Kn. M. Theresia	June	11	247	116	238
"	13	68	60	641	Lahn	"	18	145	115	220
"	19	278	211	643	K. Wm. der Grosse	"	25	428	282	668
July	24	377	257	646	K. Wm. der Grosse	July	30	421	157	689
Aug.	8	228	120	384	Kn. M. Theresia	Aug.	13	59	72	227
"	15	42	81	301	Lahn	"	20	42	23	205
"	20	422	332	638	K. Wm. der Grosse	"	27	175	157	487
Sept.	4	272	160	407	Kn. M. Theresia	Sept.	10	47	69	217
"	12	154	139	457	Lahn	"	17	23	34	157
"	17	462	344	629	K. Wm. der Grosse	"	24	164	113	418
"	25	438	337	609	Kronprinz Wilhelm	Oct.	1	130	47	218
Oct.	3	228	153	393	Kn. M. Theresia	"	8	61	71	227
3887 "	10	128	126	476	Lahn					
"	15	407	347	652	K. Wm. der Grosse	Oct.	22	182	93	388
"	23	269	227	724	Kronprinz Wilhelm	"	29	193	50	201
"	30	134	200	410	Kn. M. Theresia	Nov.	5	58	33	210
Nov.	13	272	264	836	K. Wm. der Grosse	"	19	260	110	551
"	27	304	214	732	Kronprinz Wilhelm	Dec.	3	257	101	503
Dec.	11	211	133	779	K. Wm. der Grosse	"	14	148	129	484
"	23	256	133	686	Kronprinz Wilhelm					
32 Trips		6589	5455	18426	Totals	31 Trips		5291	3512	10862

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Table XXXIX.

NORTH GERMAN LLOYD.

Regular Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Oldenburg	Jan. 3	..	11	61	
Jan. 5	..	14	565	Pr. Regent Luitpold	" 10	..	12	92	
" 7	..	22	607	Trier					
" 12	..	13	631	Koeln	Jan. 17	..	7	74	3890
" 17	..	36	1016	Karlsruhe	" 24	..	8	91	
" 27	..	34	564	Weimar	" 31	..	7	61	
Feb. 3	..	40	892	Dresden	Feb. 8	..	17	118	
" 8	19	61	1547	Koenigin Luise	" 15	52	86	153	
" 16	..	14	1132	Oldenburg	" 21	..	16	117	
" 23	..	39	964	Rhein	" 28	..	11	31	
" 28	..	5	762	Frankfurt					
Mar. 4	..	20	1316	Karlsruhe	Mar. 7	..	18	107	
" 10	..	24	1210	Hannover					
" 16	30	100	1816	Barbarossa	Mar. 21	44	57	437	
" 20	16	45	1728	Koenigin Luise	" 28	54	35	123	
" 28	30	72	1953	Grosser Kurfurst	Apr. 4	50	77	96	
Apr. 5	..	53	2449	Rhein	" 11	13	37	102	3891
" 11	..	26	1080	Frankfurt					
" 18	39	60	700	Barbarossa	Apr. 25	190	138	143	
" 27	13	25	1818	Koenigin Luise	May 2	149	119	256	
" 30	62	85	1892	Grosser Kurfurst	" 9	217	199	417	
May 9	..	43	1666	H. H. Meier	" 16	..	90	107	
" 16	..	70	2147	Neckar	" 23	64	140	146	
" 22	43	103	1602	Barbarossa	" 30	226	132	176	
" 29	65	117	1921	Koenigin Luise	June 6	219	130	270	
June 4	78	48	1875	Friedrich der Grosse	" 13	225	125	242	
" 11	70	87	1370	Grosser Kurfurst	" 20	310	190	235	
" 23	..	24	1203	Koeln					
" 26	75	80	1435	Barbarossa	July 4	241	126	500	

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July	6	154	181	1432	Koenigin Luise	" 11	259	161	486
"	12	114	107	970	Friedrich der Grosse	" 18	229	135	530
"	16	117	148	667	Grosser Kurfurst	" 25	293	181	272
"	26	..	60	1127	H. H. Meier				
"	31	87	100	1023	Barbarossa	Aug. 8	105	88	305
Aug.	6	168	119	541	Koenigin Luise	" 15	48	66	183
"	13	189	183	506	Friedrich der Grosse	" 22	53	63	232
"	21	203	276	530	Grosser Kurfurst	" 29	48	62	144
"	28	..	93	494	Gera				
Sept.	4	229	237	1029	Barbarossa	Sept. 12	40	49	113
"	10	308	236	710	Koenigin Luise	" 19	28	43	98
"	17	228	232	615	Friedrich der Grosse	" 26	39	40	131
3893 "	25	326	306	914	Grosser Kurfurst	Oct. 3	47	63	155
Oct.	3	..	110	471	H. H. Meier	" 10	..	14	61
"	9	174	235	657	Barbarossa	" 17	63	25	172
"	16	206	230	538	Koenigin Luise	" 24	43	31	162
"	23	119	257	754	Bremen	" 31	9	26	86
"	31	..	27	772	Koeln				
Nov.	8	..	57	737	Cassel	Nov. 14	..	22	116
"	14	..	66	940	H. H. Meier	" 21	..	16	69
"	19	126	123	1169	Koenigin Luise	" 28	41	38	180
"	27	36	71	847	Bremen	Dec. 5	19	36	184
Dec.	6	..	38	1000	Breslau				
"	14	..	25	629	Cassel				
"	19	59	64	853	Barbarossa	Dec. 26	8	18	84
3894 "	28	..	36	592	Darmstadt				
54	Trips	3383	4977	58378	Totals	44 Trips	3426	2965	7918

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Table XL.

NORTH GERMAN LLOYD.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
				Kn. M. Theresia	Jan. 12	168	189	177	9	3
Jan. 2	32	5	245	Werra	" 19	32	138	131	3	4
" 24	37	35	503	Hohenzollern	" 26	144	108	102	3	3
" 29	31	..	373	Aller	Feb. 2	90	141	124	13	4
Feb. 12	68	..	638	Kn. M. Theresia	" 16	221	65	56	7	2
" 21	..	42	866	Werra	" 24	84	137	105	22	10
				Trave	Mar. 2	86	150	134	10	6
Mar. 7	42	47	817	Hohenzollern	" 9	156	74	64	9	1
" 15	59	..	866	Kn. M. Theresia	" 18	218	124	116	6	2
" 20	19	..	974	Aller	" 23	129	127	119	6	2
" 30	..	33	1125	Werra	Apr. 2	58	73	67	4	2
Apr. 2	29	..	956	Trave	" 6	120	132	115	14	3
" 10	34	41	834	Hohenzollern	" 13	235	153	126	16	11
" 14	79	..	901	Kn. M. Theresia						
" 23	50	..	998	Aller	Apr. 27	171	152	135	15	2
May 6	..	82	1078	Werra	May 9	85	114	95	12	7
" 7	80	..	999	Trave	" 11	162	106	88	14	4
" 16	103	70	800	Hohenzollern	" 18	243	111	99	8	4
" 29	79	..	1025	Aller	June 1	184	200	174	17	9
June 12	63	..	1005	Trave	" 15	168	206	173	22	11
" 20	38	41	544	Hohenzollern	" 22	222	163	134	23	6
" 18	..	33	994	Werra	" 29	18	153	135	14	4
July 2	44	..	843	Aller	July 6	130	251	225	22	4
" 16	44	..	454	Trave	" 20	58	378	324	42	12
" 31	39	36	503	Werra	Aug. 10	8	166	153	8	5
Aug. 17	61	..	465	Aller	" 20	18	99	93	6	..
" 26	25	..	364	Trave	" 31	36	259	238	19	2
Sept. 4	101	59	328	Hohenzollern	Sept. 7	24	255	203	34	18
" 11	..	66	485	Werra	" 14	18	219	192	16	11
" 18	125	..	457	Aller	" 21	50	267	240	20	7

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Oct.	1	137	..	366	Trave	Oct.	5	72	358	324	23	11
"	9	55	19	24	Hohenzollern	"	12	73	222	204	14	4
					Lahn	"	19	35	209	199	6	4
Oct.	23	108	..	729	Aller	Nov.	2	51	338	314	13	11
Nov.	4	61	..	710	Trave							
"	13	43	57	609	Hohenzollern	Nov.	16	58	342	328	9	5
					Trave	"	30	46	1015	996	13	6
Nov.	25	62	..	644	Lahn							
Dec.	3	28	..	564	Aller	Dec.	7	25	1103	1074	24	5
					Lahn	"	14	50	236	223	9	4
Dec.	18	57	58	514	Hohenzollern	"	28	66	205	203	1	1
3899												
36	Trips	1833	724	24600	Totals	38	Trips	3712	8738	8002	526	210

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Table XLI.

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III	
Jan. 3	1	478	Wuerzburg				
" 4	6	421	Rhein	Jan. 11	6	36	
" 26	8	600	Hannover	Feb. 1	4	21	
Feb. 20	4	729	Koeln	" 24	5	26	
" 25	2	202	Bonn	" 28	..	14	
Mar. 2	12	882	Frankfurt	Mar. 7	12	33	3902
" 12	3	544	Hannover	" 16	4	41	
" 22	9	1132	Dresden	" 27	8	29	
" 28	17	1328	Oldenburg	Apr. 3	1	5	
Apr. 4	12	1517	Koeln	" 10	9	24	
" 13	1	666	Frankfurt	" 17	24	47	
" 18	11	791	Hannover	" 24	40	34	
May 1	15	875	Dresden	May 8	68	63	
" 15	21	1221	Koeln	" 22	28	75	
" 22	15	1004	Frankfurt	" 29	33	57	
" 29	11	1231	Hannover	June 5	42	57	
June 14	26	698	H. H. Meier	" 19	99	83	
" 26	16	540	Koeln	July 1	35	52	
July 3	24	698	Frankfurt	" 10	33	74	3903
" 11	26	582	Hannover	" 17	49	47	
			H. H. Meier	" 31	52	94	
July 28	3	206	Borkum				
Aug. 7	32	480	Koeln	Aug. 14	28	57	
" 13	38	326	Frankfurt	" 21	13	61	
" 21	22	399	Hannover	" 28	17	49	
" 30	63	893	Gera	Sept. 5	22	36	
Sept. 11	82	855	Darmstadt	" 18	24	31	
" 19	44	565	Koeln	" 25	12	9	
" 26	39	732	Frankfurt	Oct. 2	6	46	
Oct. 3	40	380	Hannover				

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"	9	65	451	Gera	Oct. 16	21	27
"	17	46	392	Oldenburg	" 23	9	20
"	23	46	655	Darmstadt	" 30	2	15
Nov.	6	16	811	Frankfurt	Nov. 20	2	31
"	20	19	886	Gera	" 28	3	26
Dec.	1	21	536	Mark	Dec. 6	7	32
"	4	13	778	Oldenburg	" 11	4	20
"	12	6	598	Weimar	" 18	..	36
"	21	8	637	Hannover			
38 Trips		843	26719	Totals	35 Trips	722	1408

3905 Table XLII.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III
			Helgoland	Jan. 10	..	39
			Borkum	" 23	3	8
Feb. 23	3	39	Wuerzburg	Mar. 3	..	20
Mar. 1	2	7	Helgoland	" 11	2	21
" 19	2	17	Borkum	" 27	8	27
Apr. 27	10	66	Norderney	May 4	44	40
3906 May 4	1	14	Helgoland	" 19	28	36
" 23	12	60	Borkum	June 10	37	50
June 27	15	135	Norderney	July 6	5	30
Aug. 9	14	..	Borkum	Aug. 20	16	16
" 29	19	72	Norderney	Sept. 14	7	9
Sept. 20	19	100	Helgoland	Oct. 5	5	10
Oct. 11	30	125	Borkum	" 26	2	16
			Hannover	Nov. 5	7	7
Nov. 8	34	140	Norderney	" 25	1	22
			Koeln	Dec. 4	2	8
Nov. 30	10	90	Helgoland	" 11	..	13
			Breslau	" 24	..	15
13 Trips	171	865	Totals	18 Trips	167	387

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Table XLIII.

PRINCE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I	Az.	
Jan. 24	6	682	Spartan Prince	Jan. 29	7	63	56	5	2	16	
Feb. 11	2	492	Tartar Prince	Feb. 17	30	38	35	2	1	9	
" 22	6	976	Trojan Prince	" 28	22	12	11	1	..	9	
Apr. 10	13	1040	Tartar Prince	Apr. 18	36	23	15	8	..	19	3908
" 28	20	1039	Trojan Prince	May 4	23	40	37	1	2	27	
May 7	4	1113	Balilla								
June 9	24	1004	Tartar Prince	June 15	26	18	18	..	..	29	
" 25	8	719	Trojan Prince	July 2	32	42	35	5	2	40	
July 18	7	533	Spartan Prince	" 23	32	105	105	..	..	80	
Aug. 7	6	555	Tartar Prince	Aug. 14	12	59	46	11	2	102	
" 25	12	510	Trojan Prince	" 31	18	129	119	5	5	72	
Sept. 13	12	694	Spartan Prince	Sept. 19	25	128	103	19	6	31	
Oct. 11	16	656	Tartar Prince								
" 23	10	571	Trojan Prince	Oct. 29	17	98	91	5	2	69	
			Tartar Prince	Nov. 5	7	103	96	4	3	29	
Nov. 16	7	949	Spartan Prince	" 30	21	603	579	15	9	29	
Dec. 15	3	569	Trojan Prince	Dec. 23	3	131	127	4	..	31	3909
" 30	3	353	Tartar Prince								
17 Trips	159	12455	Totals	15 Trips	311	1592	1473	85	34	592	

The Eastbound Azores passengers above were all steerage and have not been included in the "total steerage" of the Line, which are all Italian. They are covered under "Miscellaneous" in Table II.

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Table XLIV.

RED STAR LINE.

New York—Antwerp.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 5	..	65	495	Kensington	Jan. 9	..	93	117
	" 12	11	20	155	Noordland	" 16	29	23	113
	" 16	..	60	338	Southwark	" 23	..	51	145
3911	Feb. 2	..	..	479	Switzerland				
	" 7	2	26	93	Westernland	Feb. 9	2	9	135
	" 9	..	70	305	Kensington	" 13	..	41	127
	" 15	15	29	368	Noordland	" 20	3	9	134
	" 19	16	20	364	Friesland	" 27	11	16	79
	" 26	..	60	660	Southwark	Mar. 6	..	31	165
	Mar. 13	21	31	535	Westernland	" 16	7	3	94
	" 15	..	85	616	Kensington	" 20	..	115	314
	" 21	7	19	621	Noordland	" 27	12	16	113
	" 27	12	68	703	Friesland	Apr. 3	3	24	144
	Apr. 2	..	90	769	Southwark	" 10	..	45	140
	" 11	15	31	595	Westernland	" 17	15	46	239
	" 17	..	60	682	Kensington	" 24	..	230	183
3912	" 23	14	40	523	Zeeland	May 1	104	124	260
	" 30	19	58	900	Friesland	" 8	25	95	299
	May 8	..	134	935	Southwark	" 15	..	51	367
	" 17	..	37	570	Pennland	" 22	..	42	120
	" 22	..	131	1272	Kensington	" 29	..	115	296
	" 27	16	77	912	Zeeland	June 5	187	115	443
	June 4	19	54	712	Friesland	" 12	90	147	226
	" 11	..	87	691	Southwark	" 19	..	188	269
	" 17	34	47	634	Vaderland	" 26	228	146	298
	" 26	..	80	649	Kensington	July 3	..	239	326
	July 1	83	75	710	Zeeland	" 10	141	60	388
	" 9	26	44	615	Friesland	" 17	141	116	274

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" 20	..	37	489	Pennland	" 24	..	52	128	
" 23	..	89	532	Southwark	" 31	..	170	124	
" 30	165	95	466	Vaderland	Aug. 7	151	60	147	
Aug. 7	..	130	389	Kensington	" 14	..	74	90	
" 12	99	143	601	Zeeland	" 21	70	98	197	
" 20	30	68	578	Friesland	" 28	22	39	68	
" 26	..	186	651	Southwark	Sept. 4	..	65	219	
Sept. 2	228	199	978	Vaderland	" 11	62	41	109	
" 10	..	224	855	Kensington	" 18	..	40	84	
" 16	226	195	988	Zeeland	" 25	38	46	78	
" 24	136	157	602	Friesland	Oct. 2	27	60	73	
Oct. 3	..	187	460	Southwark	" 9	..	59	58	
" 7	188	198	708	Vaderland	" 16	59	28	130	3914
" 16	..	102	541	Kensington	" 23	..	31	76	
" 21	65	133	720	Zeeland	" 30	78	22	44	
" 29	75	110	832	Friesland	Nov. 6	21	43	56	
Nov. 6	..	159	685	Southwark	" 13	..	23	100	
" 11	126	72	821	Vaderland	" 20	19	41	127	
" 20	..	78	514	Haverford	" 27	..	65	78	
" 26	69	87	1078	Zeeland	Dec. 4	31	20	265	
Dec. 3	15	44	600	Friesland	" 11	6	28	186	
" 11	..	48	599	Southwark	" 18	..	25	181	
" 17	68	76	708	Vaderland	" 25	16	12	115	
" 27	..	47	490	Haverford					
52 Trips	1800	4462	32786	Totals	50 Trips	1598	3332	8541	3915

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Table XLV.

RED STAR LINE.

PHILADELPHIA—ANTWERP.

	Phila. Arrival	Westbound I	III	Steamer	Phila. Departure	Eastbound I	III
	Jan. 3	..	101	Nederland	Jan. 9	..	4
				Switzerland	Feb. 6	..	15
	Feb. 20	..	223	Nederland	" 27	..	19
3917	Mar. 18	..	304	Switzerland	Mar. 20	..	16
	Apr. 3	..	402	Nederland	Apr. 10	..	20
	" 25	..	226	Switzerland	May 1	..	29
	May 15	..	453	Nederland	" 22	..	61
	June 6	..	321	Switzerland	June 12	..	18
	" 27	..	202	Nederland	July 3	..	31
	July 18	..	159	Switzerland	" 24	..	23
	Aug. 7	..	207	Nederland	Aug. 14	..	22
	" 28	20	172	Pennland	Sept. 4	3	10
	Sept. 11	..	212	Switzerland	" 18	..	11
	" 27	..	258	Nederland	Oct. 2	..	5
	Oct. 9	22	192	Pennland	" 16	2	9
	" 24	..	219	Switzerland	" 30	..	7
3918	Nov. 7	..	224	Nederland	Nov. 13	..	2
	Dec. 4	..	240	Switzerland	Dec. 11	..	5
	" 20	..	128	Nederland	" 25	..	5
	18 Trips	42	4243	Totals	19 Trips	5	312

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Table XLVI.

SCANDINAVIAN-AMERICAN LINE.

NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 15	..	16	50	Norge	Jan. 19	..	11	15	
Feb. 8	..	40	59	Hekla	Feb. 19	..	13	15	
" 15	..	10	67	Island	" 21	..	6	3	
Mar. 2	..	18	116	Norge	Mar. 9	..	14	33	3920
" 30	17	37	245	Hekla	Apr. 3	18	23	43	
Apr. 4	4	11	188	Island	" 13	10	22	66	
" 19	7	25	281	Norge	" 27	15	31	76	
May 11	19	33	338	Hekla	May 18	43	58	177	
" 24	12	38	264	Island	June 1	30	37	151	
June 7	11	35	295	Norge	" 18	13	39	183	
" 28	19	26	260	Hekla	July 6	35	67	206	
July 12	2	14	127	Island	" 20	21	18	75	
" 27	11	39	205	Norge	Aug. 3	6	15	83	
Aug. 17	30	39	199	Hekla	" 24	10	26	100	
" 30	11	48	195	Island	Sept. 7	4	11	51	
Sept. 12	17	48	420	Norge	" 21	4	17	74	
Oct. 5	43	68	352	Hekla	Oct. 12	5	18	52	3921
" 21	33	48	171	Island	" 26	7	14	62	
Nov. 21	33	49	304	Hekla	Dec. 4	5	70	98	
Dec. 8	2	18	116	Island	" 14	..	11	10	
20 Trips	271	660	4252	Totals	20 Trips	226	521	1573	

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Table XLVII.

WHITE STAR LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Teutonic	Jan. 2	97	60	72
Jan. 6	62	..	96	Cymric	" 9	78	..	105
" 11	79	..	80	Germanic	" 16	78	..	109
" 16	183	110	111	Majestic	" 23	158	79	118
" 23	233	115	235	Oceanic	" 30	265	74	127
3923 " 31	101	94	93	Teutonic	Feb. 6	91	40	67
Feb. 5	16	..	103	Cymric	" 12	24	..	71
" 8	48	..	100	Germanic	" 13	34	..	52
" 14	163	105	181	Majestic	" 20	150	56	122
" 20	242	130	315	Oceanic	" 27	261	88	133
" 28	112	156	221	Teutonic	Mar. 6	108	51	132
Mar. 10	72	..	211	Germanic	" 13	49	..	95
" 14	182	143	223	Majestic	" 20	255	78	183
" 19	46	..	298	Cymric	" 26	17	..	28
" 20	210	133	755	Oceanic	" 27	341	130	247
" 28	104	119	448	Teutonic	Apr. 3	136	74	137
Apr. 4	102	..	586	Germanic	" 10	137	..	127
" 11	244	197	797	Majestic	" 17	271	174	258
3924 " 17	214	228	1162	Oceanic	" 24	299	180	327
" 25	44	..	839	Cymric	" 30	84	..	78
" 25	131	170	1048	Teutonic	May 1	168	149	353
May 2	80	..	844	Germanic	" 8	89	..	142
" 8	187	188	1020	Majestic	" 15	224	203	327
" 15	332	238	1181	Oceanic	" 22	405	239	988
" 22	143	180	962	Teutonic	" 29	270	185	443
" 27	53	..	843	Cymric	June 4	131	..	257
" 30	87	..	447	Germanic	" 5	165	..	246
June 6	168	148	512	Majestic	" 12	298	174	713
" 13	317	189	742	Oceanic	" 19	385	250	668
" 19	160	138	414	Teutonic	" 26	293	173	464
" 28	120	..	406	Germanic	July 3	165	..	418

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July	5	105	..	355	Cymric	"	10	120	..	402	
"	10	245	164	334	Majestic	"	17	241	173	363	
"	17	362	203	500	Oceanic	"	24	389	237	502	
"	25	228	191	286	Teutonic	"	31	286	175	278	
Aug.	1	90	..	257	Germanic	Aug.	7	152	..	177	
"	4	245	100	262	Celtic	"	13	218	71	201	
"	8	267	182	228	Majestic	"	14	147	74	134	
"	14	308	238	582	Oceanic	"	21	249	139	265	
"	19	116	..	239	Cymric	"	27	31	..	54	
"	21	225	195	437	Teutonic	"	28	110	86	151	
"	21	..	126	..	Seuvic	"	31	..	111	..	
"	29	174	..	326	Germanic	Sept.	4	51	..	110	3926
Sept.	4	288	170	499	Majestic	"	11	126	113	147	
"	8	292	127	740	Celtic	"	17	154	64	152	
"	11	418	260	1105	Oceanic	"	18	168	61	134	
"	18	298	173	810	Teutonic	"	25	118	95	174	
"	22	128	..	762	Cymric	Oct.	1	75	..	67	
"	27	167	..	476	Germanic	"	2	31	..	99	
Oct.	3	290	179	821	Majestic	"	9	135	86	199	
"	9	396	264	1039	Oceanic	"	16	240	121	267	
"	13	296	133	850	Celtic	"	22	181	76	213	
"	16	233	197	478	Teutonic	"	23	99	49	123	
"	25	68	..	254	Germanic	"	30	36	..	151	
"	28	83	..	365	Cymric	Nov.	5	38	..	96	
"	31	161	198	422	Majestic	"	6	129	108	216	
Nov.	6	347	258	521	Oceanic	"	13	234	83	293	3927
"	13	188	130	190	Teutonic	"	20	84	73	195	
"	16	282	131	505	Celtic.	"	26	172	83	519	
"	21	45	..	208	Germanic	"	27	30	..	96	
"	27	131	99	200	Majestic	Dec.	4	95	118	296	
Dec.	2	24	..	224	Cymric	"	10	43	..	81	
"	4	210	125	339	Oceanic	"	11	159	169	636	
"	12	109	89	138	Teutonic	"	18	98	48	178	
"	19	36	..	125	Germanic	"	25	28	..	52	
"	23	109	87	219	Celtic	"	31	109	28	96	
"	26	107	65	93	Majestic						
66 Trips		11306	6865	30462	Totals	66 Trips		10102	4898	14724	

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Table XLVIII.

WILSON LINE.

NEW YORK-HULL.

	N. Y. Arrival	Westbound I		Steamer	N. Y. Departure	Eastbound I
	Jan. 20	4		Toronto		
	Feb. 21	1		Buffalo		
	Mar. 10	2		Colorado	Mar. 16	4
3929				Consuelo	" 23	6
	Apr. 26	2		Consuelo	May 3	4
	May 19	3		Buffalo	" 25	6
				Toronto	June 1	9
	June 7	1		Consuelo	" 15	11
	" 15	1		Colorado	" 22	15
				Buffalo	July 6	23
	July 6	1		Toronto	" 13	4
	Aug. 9	2		Buffalo	Aug. 17	6
	" 16	5		Toronto	" 24	1
	" 22	2	(Boston)	Martello		
	" 30	11		Consuelo		
	Sept. 5	20	(Boston)	Colorado		
3930	" 13	2		Hindoo		
	" 29	9		Toronto		
	Oct. 4	3	(Boston)	Martello		
	" 11	9		Consuelo		
	" 21	6		Buffalo	Oct. 26	1
	Nov. 8	4		Toronto	Nov. 16	1
	" 14	1	(Boston)	Martello		
				Buffalo	Dec. 18	1
				Toronto	" 28	1
	20 Trips	89		Totals	15 Trips	93

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Table XLIX.

MISCELLANEOUS TABLE.

MEDITERRANEAN—NEW YORK.

N. Y. Arrival	Westbound I	II	III	Steamer
Jan. 12	1	1	8	Cuidad de Cadiz*
Feb. 23	..	1	51	Leon XIII*
Apr. 12	1	..	573	Buenos Aires*
June 11	7	..	396	Montserrat*
" 13	..	..	840	Isola di Levanzo†
July 11	5	2	271	Buenos Aires*
Aug. 9	1	4	31	Montserrat*
Sept. 10	8	8	427	Buenos Aires*
Nov. 13	7	7	53	Buenos Aires*
9 Trips	30	23	2650	Totals

*Of Campagnia Transatlantica of Barcelona—unofficial figures, known to be incomplete, but official returns refused by that line.

†Tramp steamer.

NOTE.—It could not be ascertained whether there have been any Eastbounds by any of these steamers. The probability is that some were carried.

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For Private Circulation only.

(Printed Annual Report No. 4) 1902

REPORT OF THE

TRANS-ATLANTIC PASSENGER MOVEMENT

3935 CALENDAR YEAR 1902.

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

Compiled by Lawson Sanford.

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New York, February, 1903.

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Table I.

Statement of East and Westbound Trans-Atlantic Passenger Movement for the Calendar Year 1902, showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1901 for all ports.

Westbound				NEW YORK.	Eastbound				
I	II	III	Trips		Trips	I	II	III	
339	2086	2001	27	Allan-State (Glasgow)	27	281	800	221	
7388	7095	20651	54	American (Southampton)	57	4877	4376	7312	3944
2135	6093	9574	41	Anchor (Glasgow)	40	1929	3500	2932	
87	....	26144	33	Anchor (Medit.)	22	55	209	3777	
4062	....	....	52	Atlantic Transport (London)	52	4230	....	....	
7238	9070	23650	51	Cunard (Liverpool)	50	7107	6195	9619	
77	....	21617	27	Fabre (Medit.)	13	74	....	4262	
3837	4787	49502	59	French (Havre)	58	3711	3278	14345	
3649	3607	10286	26	Hamburg, Express (Hamburg)	25	3504	2561	5911	
4668	8184	68471	57	" Regular (")	52	4628	5224	10164	
152	....	1642	3	" Express (Medit.)	6	1181	....	1316	
187	248	12706	17	" Regular (")	11	348	19	2753	
....	....	5508	21	" Union (Hamburg)					
4	....	346	3	" (Levante)					
3132	3962	32530	49	Holland (R'dam-Ams'dam)	49	3325	2604	8320	3945
154	2	2795	7	Ins. Nav. Co. (Azores-Lisbon)	7	77	....	672	
452	28	20167	22	La Veloce (Medit.)	22	349	....	5588	
294	....	....	15	Leyland (Liverpool)	17	299	....	....	
157	....	3818	8	Pinha Portuguezes (Az.-Lisbon)	3	13	....	264	
606	683	31445	34	Navigazione (Medit.)	30	824	408	9697	
8272	7149	18820	29	N. Ger. Lloyd, Exp. (Bremen)	30	7528	4138	15678	
2742	6491	63370	57	" " " Reg. (")	39	3187	3475	8241	
2431	747	29617	40	" " " (Medit.)	38	3775	5	11299	
59	....	16922	18	Prince (Medit.)	15	61	....	2466	
2035	4850	47019	54	Red Star (Antwerp)	52	2069	3269	8325	
678	1113	10559	27	Scandinavian-Am. (Scand.)	26	578	752	3491	
11018	7385	40215	65	White Star (Liverpool)	65	9506	5737	15727	
110	....	....	16	Wilson (Hull)	15	115	....	....	
58	60	4699	15	Miscellaneous	11	826	....	158	
66021	73640	574074	927	Totals	832	64457	46550	152538	

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CANADIAN PORTS.

3020	6187	20776	53	Allan (Liverpool)	52	2491	2848	4089
97	1741	579	14	" (Glasgow)	5	17	212	39
211	139	585	18	" (Liverpool-Halifax)	17	160	55	220
1724	2623	30977	41	Beaver (Liverpool)	39	1623	1267	1747
86	251	1451	2	Dominion (Liverpool)	2	182	139	63
....	....	8843	14	Hamburg, Hansa (Hamburg)				
8	....	991	2	Miscellaneous				
5146	10941	64202	144	Totals	115	4473	4521	6158

PORTLAND.

165	296	1787	15	Dominion (Liverpool)	16	131	76	173

BOSTON.

3	142	368	5	Allan (Glasgow)				
1676	2555	23296	29	Cunard (Liverpool)	30	1424	1604	5045
2737	3448	14640	29	Dominion (Liverpool)	28	2244	2020	4945
360	647	14018	14	" (Medit.)	14	937	162	3602
910	....	....	38	Leyland (L'pool-London)	42	703	....	....
....	....	222	1	Miscellaneous	6	....	....	510
5686	6792	52544	116	Totals	120	5308	3786	14102

PHILADELPHIA.

....	3961	13254	49	American (Liverpool)	48	....	2778	2684
....	1	5854	23	Red Star (Antwerp)	21	....	....	254
....	3962	19108	72	Totals	69	....	2778	2938

BALTIMORE.

....	1278	48153	50	N. Ger. Lloyd (Bremen)	41	....	1034	2432

NEW ORLEANS.

....	....	867	1	Anchor (Medit.)				
....	....	557	1	Fabre (Medit.)				
....	38	1287	1	Navigazione (Medit.)	1	2	3	49
....	38	2711	3	Totals	1	2	3	49

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GALVESTON.

....	268	1151	11	N. Ger. Lloyd (Bremen)	13	....	88	172
77018	97215	763730	1338	Grand totals, 1902	1207	74371	58836	178562
73882	82430	549526	1287	Grand totals, 1901	1206	70338	54155	142677

Table II.

Division of the Passenger Business by Groups of Lines

Westbound				BRITISH.	Eastbound				
I	II	III	Trips		Trips	I	II	III	3950
3020	6187	20776	53	Allan (Mont.-L'pool)	52	2491	2848	4089	
97	1741	579	14	" (Glasgow-Mont.)	5	17	212	39	
3	142	368	5	" (" -Bost.)					
211	139	585	18	" (L'pool-H'fax)	17	160	55	220	
339	2086	2001	27	Allan-State (N. Y.-Glasgow)	27	281	800	221	
7388	7095	20651	54	American (N. Y.-So'hampton)	57	4877	4376	7312	
....	3961	13254	49	" (Phil.-L'pool)	48	....	2778	2684	
2135	6093	9574	41	Anchor (N. Y.-Glasgow)	40	1929	3500	2932	
4062	....	....	52	At. Transport (N. Y.-London)	52	4230	....	....	
1724	2623	30977	41	Beaver (Mont.-L'pool)	39	1623	1267	1747	
7238	9070	23650	51	Cunard (N. Y.-L'pool)	50	7107	6195	9619	
1676	2555	23296	29	" (Bost.-L'pool)	30	1424	1604	5045	
86	251	1451	2	Dominion (Mont.-L'pool)	2	182	139	63	3951
165	296	1787	15	" (Port.- ")	16	131	76	173	
2737	3448	14640	29	" (Bost.- ")	28	2244	2020	4945	
910	....	....	38	Leyland (Bost.-L'pool, London)	42	703	....	....	
294	....	....	15	Leyland (Bost.-L'pool, London)	17	299	....	....	
678	1113	10559	27	Scand.-Am. (N. Y.-Scand.)	26	578	752	3491	
11018	7385	40215	65	White Star (N. Y.-L'pool)	65	9506	5737	15727	
110	....	....	16	Wilson (N. Y.-Hull)	15	115	....	....	
6	....	758	1	Miscel. (Christiania-H'fax)					
43897	54185	215121	642	Totals	628	37897	32359	58307	

CONTINENTAL.

3837	4787	49502	59	French (N. Y.-Havre)	58	3711	3278	14345
3649	3607	10286	26	Hamburg, Exp. (N.Y.-H'burg)	25	3504	2561	5911
4668	8184	68471	57	" Reg. (" ")	52	4628	5224	10164
....	....	5508	21	" Union (H'burg-N.Y.)				
....	....	8843	14	" Hansa (" Mont.)				
3132	3962	32530	49	Holland (N. Y.-R'dam-Am'dam)	49	3325	2604	8320
8272	7149	18820	29	N. Ger. Lloyd, Ex. (N. Y.-B'm)	30	7528	4138	15678
2742	6491	63370	57	" " Reg. (" ")	39	3187	3475	8241
....	1278	48153	50	" " (Balto.-Bremen)	41	....	1034	2432
....	268	1151	11	" " (Galv.- ")	13	....	88	172
2035	4850	47019	54	Red Star (N. Y.-Antwerp)	52	2069	3269	8325
....	1	5854	23	" (Phil.- ")	21	....	....	254
2	....	233	1	Miscellaneous (Havre-H'fax)				
28337	40577	359740	451	Totals	380	27952	25671	73842

MEDITERRANEAN.

87	....	26144	33	Anchor (N. Y.-Medit.)	22	55	209	3777
....	....	867	1	" (N. O.- ")				
360	647	14018	14	Dominion (Bost.-Medit.)	14	937	162	3602
77	....	21617	27	Fabre (N. Y.-Medit.)	13	74	....	4262
....	....	557	1	" (N. O.-Medit)				
152	....	1642	3	Hamburg, Exp. (N. Y.-Medit.)	6	1181	....	1316
187	248	12706	17	" Reg. (N. Y.-Medit.)	11	348	19	3753
4	....	346	3	" (Levante-N. Y.)	..	....	....	....
452	28	20167	22	La Veloce (N. Y.-Medit.)	22	349	....	5588
606	683	31445	34	Navigazione (N. Y.-Medit.)	30	824	408	9697
....	38	1287	1	" (N. O.- ")	1	2	3	49
2431	747	29617	40	N. Ger. Lloyd (N. Y.-Medit.)	38	3775	5	11299
59	....	16922	18	Prince (N. Y.-Medit.)	15	61	....	2466
58	60	4699	15	Miscellaneous (N. Y.-Medit.)	1	826	....	....
4473	2451	182034	229	Totals	173	8432	806	44809

MISCELLANEOUS.

....	....	222	1	Dominion (Bost.-Azores)	6	....	....	510
154	2	2795	7	Ins. Nav. Co. (N. Y.-Lisbon)	7	77	....	672
157	....	3818	8	Linha Portuguezes (N. Y.-Lisbon)	3	13	....	264
				Prince (N. Y.-Azores)	10	....	....	158
311	2	6835	16	Totals	26	90	....	1604

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Table III.

ALLAN LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL.
HALIFAX (WINTER)

Mont. St. John Halifax Arrival	Westbound I	II	III	Steamer	Mont. St. John Halifax Departure	Eastbound I	II	III	
				Numidian	Jan. 6	6	28	22	3956
Jan. 3	12	23	130	Ionian	" 14	33	32	42	
" 13	24	41	20	Pretorian	" 21	25	22	13	
" 18	6	52	88	Corinthian	" 28	17	15	36	
" 25	21	46	150	Parisian	Feb. 4	33	16	23	
Feb. 3	12	30	135	Numidian	" 11	6	11	40	
" 7	43	73	245	Ionian	" 18	57	32	43	
" 15	14	56	..	Pretorian	" 25	4	20	2	
" 24	39	69	377	Tunisian	Mar. 4	41	40	42	
Mar. 3	17	92	185	Corinthian	" 11	14	20	26	
" 10	30	112	280	Numidian	" 18	6	19	28	
" 15	53	153	360	Ionian	" 24	22	49	47	
" 22	43	187	486	Parisian	Apr. 1	42	31	29	
" 29	88	291	746	Tunisian	" 8	54	59	131	3957
Apr. 7	38	128	364	Corinthian	" 15	41	82	33	
" 14	50	110	470	Numidian	" 22	20	28	21	
" 18	87	150	800	Ionian	" 28	81	49	50	
" 26	67	197	453	Parisian	May 3	62	80	66	
May 3	133	294	1055	Tunisian	" 10	88	111	88	
" 11	23	43	293	Pretorian	" 17	22	38	51	
" 12	3	77	170	Corinthian					
" 19	36	97	510	Numidian	" 24	39	29	27	
" 26	89	155	598	Ionian	" 31	90	82	91	
" 31	27	155	400	Parisian	June 7	149	115	598	

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June	6	69	250	920	Tunisian	"	14	194	184	228
"	15	28	49	290	Pretorian	"	22	66	35	58
"	22	23	84	550	Numidian	"	28	50	67	43
"	27	75	145	370	Parisian	July	5	146	117	107
July	7	21	81	276	Mongolian	"	12	22	39	41
"	12	175	224	1075	Tunisian	"	19	104	104	93
"	20	57	30	310	Pretorian	"	26	49	56	80
"	27	47	100	630	Numidian	Aug.	2	14	49	38
Aug.	2	125	130	420	Parisian	"	9	58	65	76
"	11	73	105	290	Mongolian	"	16	9	28	41
"	15	180	230	750	Tunisian	"	23	125	85	88
"	24	44	125	350	Corinthian	"	30	43	48	48
3959 "	31	65	34	290	Pretorian	Sept.	6	46	31	55
Sept.	5	160	110	490	Parisian	"	13	70	42	47
"	14	76	100	310	Numidian	"	20	21	28	62
"	19	190	240	610	Tunisian	"	27	105	84	200
"	29	37	130	300	Corinthian	Oct.	4	36	39	47
Oct.	4	45	33	260	Pretorian	"	11	35	43	147
"	11	91	145	419	Parisian	"	18	52	74	64
"	18	31	195	350	Bavarian	"	25	28	52	62
"	25	100	290	530	Tunisian	Nov.	1	53	75	84
Nov.	2	30	135	320	Corinthian	"	8	28	40	59
"	9	36	57	300	Pretorian	"	16	21	38	82
"	15	38	90	319	Parisian	"	24	20	42	84
"	21	41	83	340	Bavarian	Dec.	2	46	104	150
3960 "	28	68	93	344	Tunisian	"	9	51	135	216
Dec.	8	19	71	363	Corinthian	"	16	16	83	162
"	15	22	66	239	Pretorian	"	23	20	30	38
"	22	45	89	229	Parisian	"	29	11	23	40
"	28	54	42	217	Bavarian					
53	Trips	3020	6187	20776	Totals	52	Trips	2491	2848	4089

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Table IV.

ALLAN LINE.

GLASGOW—MONTREAL.

Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
May 2	..	195	71	Sarmatian				
" 14	..	155	44	Sardinian	May 21	..	45	2
" 22	4	81	18	Pomeranian				
June 6	..	171	30	Sarmatian				
" 17	1	170	32	Sardinian	June 25	..	84	5
" 24	14	66	25	Pomeranian				
July 8	..	57	132	Sarmatian				
" 22	14	122	22	Sicilian	July 30	..	49	5
Aug. 12	..	118	24	Sarmatian				
" 26	27	142	36	Sicilian	Sept. 3	11	16	15
Sept. 17	..	186	43	Sarmatian				
" 30	25	134	22	Sicilian	Oct. 8	6	18	12
Oct. 22	..	75	50	Sarmatian				
Nov. 10	12	69	30	Sicilian				
14 Trips	97	1741	579	Totals	5 Trips	17	212	39

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Table V.

ALLAN LINE.

3963

GLASGOW—BOSTON.

Boston Arrival	Westbound I	II	III	Steamer
Apr. 5	..	24	81	Sardinian
" 16	..	36	94	Pomeranian
" 30	..	48	158	Norwegian
June 7	3	..	..	Siberian
Aug. 21	..	34	35	Buenos Ayrean
5 Trips	3	142	368	Totals

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Table VI.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA
ST. JOHNS, N. F.

Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
				Ontarian	Jan. 5	4	..	5
Jan. 2	3	..	5	Siberian	" 18	15	..	1
Apr. 9	13	4	52	Siberian	May 2	5	..	10
May 6	3	11	56	Corean	" 21	8	1	..
3965 " 27	14	1	27	Buenos Ayrean	June 16	8	6	17
June 2	12	8	6	Siberian	" 16	20	29	6
" 16	10	1	6	Corean	July 2	15	..	..
July 14	20	25	169	Siberian	" 26	17	1	..
" 28	15	11	7	Corean	Aug. 9	11	..	..
Aug. 25	22	8	1	Siberian	Sept. 6	12	6	4
Sept. 8	39	12	8	Corean	" 27	8	3	..
" 23	5	3	14	Buenos Ayrean	Oct. 14	3	..	..
Oct. 8	19	2	1	Siberian	" 29	8	2	4
" 20	4	3	6	Numidian	Nov. 7	7	1	4
Nov. 13	6	42	44	Buenos Ayrean				
" 19	11	6	14	Carthaginian	Dec. 5	12	3	140
Dec. 3	6	1	8	Numidian	" 22	5	3	29
" 18	6	1	159	Siberian	" 29	2	..	..
3966 " 31	3	..	1	Carthaginian				
18 Trips	211	139	585	Totals	17 Trips	160	55	220

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Table VII.

ALLAN STATE LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 7	4	25	63	Mongolian	Jan 14	5	6	3	
" 18	1	15	29	Carthaginian	" 25	23	18	4	
Feb. 1	4	30	20	Laurentian	Feb. 8	4	10	6	
" 14	3	36	67	Mongolian	" 22	8	5	3	
Mar. 1	..	38	50	Carthaginian	Mar. 8	..	17	15	3968
" 14	6	46	111	Laurentian	" 22	4	22	37	
" 29	6	62	131	Mongolian	Apr. 16	1	18	..	
Apr. 11	4	60	186	Carthaginian	" 16	4	29	7	
" 23	7	67	117	Laurentian	" 30	15	26	7	
May 14	3	77	55	Carthaginian	May 21	12	23	17	
" 22	3	33	63	Mongolian	" 28	27	67	5	
June 5	..	118	289	Laurentian	June 11	28	123	14	
" 19	9	60	127	Carthaginian	" 25	59	126	5	
July 9	7	88	166	Laurentian	July 16	34	97	11	
" 24	6	36	33	Carthaginian	" 30	16	35	9	
Aug. 5	..	36	25	Sardinian	Aug. 13	..	24	8	
" 13	13	68	25	Laurentian	" 20	5	23	3	
" 27	50	141	45	Carthaginian	Sept. 3	7	15	5	3969
Sept. 11	..	201	33	Sardinian	" 17	..	14	5	
" 16	39	220	37	Laurentian	" 25	4	10	2	
" 25	84	187	72	Mongolian	Oct. 2	7	10	2	
Oct. 10	38	170	28	Carthaginian	" 16	1	12	5	
" 24	16	101	48	Laurentian	" 30	2	14	6	
Nov. 7	19	66	29	Mongolian	Nov. 13	8	21	7	
" 21	..	34	36	Sardinian	" 27	..	11	7	
Dec. 6	4	24	25	Laurentian	Dec. 11	6	17	27	
" 21	13	47	91	Mongolian	" 27	1	7	1	
27 Trips	339	2086	2001	Totals	27 Trips	281	800	221	

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Table VIII.

AMERICAN LINE.

NEW YORK—SOUTHAMPTON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				St. Paul	Jan. 1	52	30	29
Jan. 11	117	72	155	St. Louis	" 15	95	68	72
" 18	64	67	141	Philadelphia	" 22	59	44	73
" 25	126	104	203	St. Paul	" 29	139	49	84
Feb. 2	142	80	214	St. Louis	Feb. 5	92	34	111
3971 " 9	55	87	235	Philadelphia	" 12	117	31	58
" 16	116	91	255	St. Paul	" 19	69	57	69
" 23	80	93	233	St. Louis	" 26	99	37	80
Mar. 1	79	105	340	Philadelphia	Mar. 5	50	36	120
" 8	104	128	285	St. Paul	" 12	67	24	134
" 15	161	120	487	St. Louis	" 19	166	75	162
" 22	75	100	469	Philadelphia	" 26	62	56	99
" 30	91	125	616	St. Paul	Apr. 2	59	71	120
Apr. 5	98	101	499	St. Louis	" 9	96	59	82
" 12	92	173	564	Philadelphia	" 16	76	68	90
" 19	98	168	715	St. Paul	" 23	128	127	78
" 27	82	140	659	St. Louis	" 30	124	200	173
May 3	70	164	602	Philadelphia	May 7	83	47	120
" 10	114	195	540	St. Paul	" 14	189	121	202
3972 " 17	62	150	449	St. Louis	" 21	155	107	214
" 24	70	120	486	Philadelphia	" 28	116	90	160
" 31	119	148	357	St. Paul	June 4	225	166	277
June 7	139	138	418	St. Louis	" 11	286	206	300
" 14	85	122	408	Philadelphia	" 18	120	143	208
" 21	120	104	365	St. Paul	" 25	206	169	171
				Kensington	July 1	192	..	27
" 28	135	129	249	St. Louis	" 2	234	191	203
July 5	191	123	200	Philadelphia	" 9	206	133	168
" 12	156	184	344	St. Paul	" 16	134	80	186
" 20	177	169	387	St. Louis	" 23	85	158	140
" 29	27	..	264	Southwark	Aug. 5	6	..	33

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Aug.	2	221	218	376	Philadelphia	"	6	129	128	168
"	9	184	158	323	St. Paul	"	13	88	118	143
"	17	165	170	320	St. Louis	"	20	51	78	115
"	23	182	228	404	Philadelphia	"	27	32	40	80
"	30	323	203	508	St. Paul	Sept.	3	43	84	114
Sept.	2	192	..	176	Southwark	"	9	6	..	17
"	7	355	197	611	St. Louis	"	10	44	93	118
"	13	287	236	590	Philadelphia	"	17	39	67	86
"	20	331	226	580	St. Paul	"	24	52	73	89
"	22	193	..	297	Kensington	"	30	..	..	10
"	28	297	221	477	St. Louis	Oct.	1	55	68	127
Oct.	4	221	251	470	Philadelphia	"	8	44	56	117
					Friesland	"	7	3	..	14
"	11	232	222	480	St. Paul	"	15	47	49	128
"	11	84	..	232	Southwark	"	17	2	..	4
"	19	159	165	350	St. Louis	"	22	17	75	84
"	25	79	163	328	Philadelphia	"	29	43	65	115
Nov.	1	121	163	495	St. Paul	Nov.	5	42	47	209
"	9	180	131	387	St. Louis	"	12	39	80	108
"	15	60	114	309	Philadelphia	"	19	16	55	185
"	22	87	116	351	St. Paul	"	26	58	67	200
Dec.	1	55	86	307	St. Louis	Dec.	3	28	207	441
"	6	65	96	341	Philadelphia	"	10	34	91	237
"	14	88	98	296	St. Paul	"	17	37	99	146
"	22	85	69	330	St. Louis	"	24	104	32	105
"	27	97	64	174	Philadelphia	"	31	37	27	109
54 Trips		7388	7095	20651	Totals	57 Trips		4877	4376	7312

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Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

	Phil. Arrival	Westbound II	Westbound III	Steamer	Phil. Departure	Eastbound II	Eastbound III
	Jan. 1	21	85	Belgenland	Jan. 4		20
	" 6	16	32	Waesland	" 11	11	22
	" 14	28	49	Noordland	" 18	11	14
	" 20	28	259	Rhynland	" 25	13	27
	" 26	31	83	Westernland	Feb. 1	15	20
3977	Feb. 6	10	236	Belgenland	" 9	27	13
	" 11	49	92	Waesland	" 15	11	23
	" 17	35	65	Noordland	" 22	11	9
	" 26	21	135	Rhynland	Mar. 1	9	21
	Mar. 2	69	107	Westernland			
	" 14	26	120	Belgenland	" 17	14	30
				Westernland	" 18	14	40
	" 23	85	286	Noordland	" 29	62	41
	Apr. 7	46	252	Rhynland	Apr. 12	22	35
	" 13	105	279	Westernland	" 19	127	50
	" 21	47	374	Belgenland	" 26	89	49
	" 27	67	709	Haverford	May 3	77	74
	May 4	98	826	Noordland	" 10	62	62
3978	" 12	51	378	Rhynland	" 17	64	57
	" 17	122	360	Westernland	" 24	162	122
	" 28	26	279	Belgenland	" 31	131	96
	June 2	134	389	Haverford	June 7	120	261
	" 8	100	303	Noordland	" 14	146	118
	" 16	59	253	Rhynland	" 21	108	98
	" 22	84	288	Westernland	" 28	159	140
	" 30	55	318	Belgenland	July 5	129	74
	July 6	132	285	Haverford	" 12	115	162
	" 13	118	268	Noordland	" 19	145	76
	" 21	86	215	Rhynland	" 26	78	48
	" 26	90	214	Westernland	Aug. 2	115	54

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Aug.	10	139	338	Haverford	" 16	127	93
"	17	98	238	Noordland	" 23	85	42
"	25	107	179	Rhynland	" 30	34	34
"	30	155	281	Westernland	Sept. 6	99	62
Sept.	9	113	270	Belgenland	" 13	23	24
"	14	127	532	Haverford	" 20	78	57
"	20	144	346	Noordland	" 27	37	37
"	29	121	334	Rhynland	Oct. 4	16	48
Oct.	4	141	389	Westernland	" 11	54	44
"	13	123	286	Belgenland	" 18	12	38
"	20	129	358	Haverford	" 26	46	64
"	27	149	231	Noordland	Nov. 1	21	26
Nov.	4	107	216	Rhynland	" 8	10	56
"	8	117	212	Westernland	" 15	18	50
"	25	42	308	Belgenland	" 29	8	50
Dec.	1	137	300	Haverford	Dec. 7	37	47
"	9	37	277	Noordland	" 13	9	31
"	18	42	277	Rhynland	" 22	3	12
"	22	74	207	Westernland	" 27	8	13
"	30	20	136	Belgenland			
49 Trips		3961	13254	Totals	48 Trips	2778	2684

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Table X.

ANCHOR LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 8	3	30	71	Astoria	Jan. 14	..	21	43
" 21	8	48	110	Anchoria	Feb. 1	3	11	25
Feb. 5	13	80	87	Furnessia	" 15	3	23	27
" 20	8	79	168	Astoria	Mar. 1	7	16	22
Mar. 5	11	64	157	Anchoria	" 15	9	40	43
3983 " 20	18	118	276	Furnessia	" 29	9	46	51
Apr. 2	19	189	364	Astoria	Apr. 12	24	47	38
" 15	19	188	295	Anchoria	" 19	19	50	44
" 26	54	264	623	Furnessia	May 3	87	166	99
May 5	7	137	284	Ethiopia	" 10	15	60	39
" 12	25	203	188	Astoria	" 17	47	117	62
" 19	10	103	236	Anchoria	" 24	41	106	54
" 26	39	98	635	Columbia	" 31	202	225	170
June 2	22	185	310	Furnessia	June 7	126	333	139
" 9	4	133	229	Ethiopia	" 14	60	124	84
" 16	22	122	196	Astoria	" 21	118	184	114
" 22	30	157	337	Columbia	" 28	320	227	255
" 30	21	89	112	Furnessia	July 5	132	311	93
3984 July 7	12	72	162	Anchoria	" 12	77	128	90
" 14	10	55	146	Ethiopia	" 19	41	85	66
" 20	41	107	327	Columbia	" 26	181	182	150
" 27	17	114	177	Astoria	Aug. 2	56	73	64
Aug. 3	76	95	112	Furnessia	" 9	38	77	68
" 11	54	109	133	Anchoria	" 16	15	60	46
" 17	216	288	348	Columbia	" 23	52	98	120
" 25	77	135	118	Ethiopia	" 30	12	22	50
Sept. 1	136	174	117	Astoria	Sept. 6	25	32	63
" 8	236	388	196	Furnessia	" 13	24	51	62
" 13	291	236	579	Columbia	" 20	38	66	111
" 22	88	192	205	Anchoria	" 27	6	47	39

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" 30	70	138	223	Ethiopia	Oct. 4	9	49	56
Oct. 5	74	234	232	Astoria	" 11	16	56	35
" 13	197	343	505	Columbia	" 18	42	60	111
" 20	68	343	151	Furnessia	" 25	12	60	39
" 30	20	100	128	Anchoria	Nov. 3	3	33	48
Nov. 5	8	72	68	Ethiopia	" 8	10	33	50
" 10	74	201	226	Columbia	" 15	31	55	108
" 25	8	95	183	Astoria	" 29	9	34	47
Dec. 2	9	99	172	Furnessia	Dec. 7	6	59	80
" 13	15	134	204	Ethiopia	" 20	4	33	27
" 28	5	82	184	Anchoria				
41 Trips	2135	6093	9574	Totals	40 Trips	1929	3500	2932

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Table XI.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Jan. 5	8	256	Perugia	Jan. 11	..	..	93	81	7	5
" 24	1	158	Hesperia							
" 27	1	209	Calabria	Feb. 6	..	..	113	104	7	2
Feb. 22	..	235	Karamania							
" 22	6	324	California	Mar. 3	..	..	51	48	1	2
Mar. 4	10	1229	Perugia	" 12	3	..	146	126	17	3
" 14	3	1149	Bolivia							
" 22	..	1063	Algeria							
" 27	6	1204	Calabria	Apr. 5	13	..	66	58	6	2
Apr. 10	..	1072	Victoria							
" 13	..	680	Hesperia	" 19	..	..	1	1	..	..
" 29	..	1096	California							
May 3	1	1233	Perugia	May 10	..	..	80	67	8	5
" 11	..	816	Karamania							
" 18	..	1074	Algeria							
" 23	3	1251	Calabria	" 31	9	113	194	159	25	10
" 31	..	1117	Bolivia							
June 7	..	698	Hesperia	June 14	..	..	93	79	9	5
" 16	..	1046	Victoria	" 25	..	..	199	180	12	7
" 30	1	1074	Perugia	July 8	3	58	297	278	15	4
July 15	1	376	Karamania							
" 25	4	630	Calabria	Aug. 2	7	13	130	112	10	8
Aug. 9	..	391	Algeria	" 16	..	..	97	93	1	3
" 22	5	741	Perugia	" 30	5	17	357	335	14	8
Sept. 9	..	648	Hesperia	Sept. 16	..	..	94	83	6	5
" 19	12	1197	Calabria	" 27	3	4	213	179	24	10
Oct. 8	..	765	Karamania	Oct. 16	..	..	104	97	5	2
" 19	10	1209	Perugia	" 25	1	4	182	171	5	6
Nov. 4	..	615	Hesperia	Nov. 13	..	..	112	108	3	1
" 15	8	1022	Calabria	" 29	8	..	758	732	18	8
Dec. 3	1	410	Victoria	Dec. 10	..	..	175	172	2	1
" 17	..	430	Karamania							
" 17	6	726	Perugia	" 27	3	..	222	221	1	..
33 Trips	87	26144	Totals	22 Trips	55	209	3777	3484	196	97

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Table XII.

ANCHOR LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Westbound Arrival	III	Steamer
Oct. 19	867	Algeria

Table XIII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON. 3992

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I
Jan. 4	16	Menominee	Jan. 7	23
" 6	26	Minneapolis	" 11	78
" 14	20	Manitou	" 18	31
" 18	37	Mesaba	" 25	27
" 29	42	Minnehaha	Feb. 1	86
Feb. 10	57	Minneapolis	" 15	100
" 20	44	Manitou	" 24	31
" 26	26	Mesaba	Mar. 1	19
Mar. 2	45	Minnehaha	" 8	60
" 12	29	Menominee	" 15	50
" 18	64	Minneapolis	" 22	152
" 27	28	Manitou	" 31	95
" 31	48	Mesaba	Apr. 5	73
Apr. 5	87	Minnehaha	" 12	147
" 14	14	Menominee	" 19	117
" 19	79	Minneapolis	" 26	161
" 28	43	Manitou	May 3	54
May 5	127	Minnehaha	" 11	151
" 13	29	Mesaba	" 17	72
" 20	82	Minneapolis	" 24	135
		Menominee	" 28	55
		Minnetonka	" 31	150

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June	2	75	Minnehaha	June 7	159
			Manitou	" 11	103
"	11	46	Mesaba	" 14	102
"	16	88	Minneapolis	" 21	171
"	27	21	Menominee	July 2	115
"	30	88	Minnehaha	" 5	185
July	11	39	Manitou	" 15	95
"	14	89	Minneapolis	" 19	117
"	21	92	Minnetonka	" 26	112
"	28	91	Minnehaha	Aug. 2	149
Aug.	6	81	Mesaba	" 9	74
"	11	121	Minneapolis	" 16	108
3995 "	18	132	Minnetonka	" 23	43
"	25	149	Minnehaha	" 30	64
Sept.	2	108	Mesaba	Sept. 6	58
"	5	117	Menominee		
"	8	174	Minneapolis	" 13	70
"	15	157	Minnetonka	" 20	42
"	18	104	Manitou		
"	22	168	Minnehaha	" 27	47
"	30	101	Mesaba	Oct. 4	86
Oct.	6	148	Minneapolis	" 11	64
"	13	152	Minnetonka	" 18	51
"	21	119	Minnehaha	" 25	64
"	29	64	Mesaba	Nov. 1	28
3996 Nov.	10	139	Minnetonka	" 15	54
"	8	95	Minneapolis	" 22	51
"	22	130	Minnehaha	" 29	45
Dec.	3	35	Mesaba	Dec. 6	40
"	10	37	Manitou	" 14	23
"	14	66	Minnetonka	" 20	29
"	21	61	Minneapolis	" 27	14
"	27	32	Minnehaha		
52 Trips		4062	Totals	52 Trips	4230

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Table XIV.

BEAVER LINE.

MONTREAL (SUMMER)
ST JOHN, N. B. (WINTER)

Mont. St. John Arrival	Westbound I	II	III	Steamer
				Lake Ontario
Jan. 13	..	13	381	Lake Superior
" 26	3	14	401	Garth Castle
Feb. 9	3	16	448	Lake Ontario
" 24	..	42	597	Lake Superior
Mar. 13	13	40	998	Lake Ontario
" 30	..	71	1195	Lake Superior
Apr. 12	6	32	1443	Lake Ontario
" 25	17	106	983	Lake Simcoe
May 6	48	138	1703	Lake Manitoba
" 12	..	15	1098	Monfort
" 17	31	67	904	Lake Champlain
" 25	8	57	882	Lake Ontario
" 31	64	79	945	Lake Simcoe
June 7	42	60	1068	Lake Manitoba
" 13	19	44	839	Lake Megantic
" 20	29	56	1062	Lake Champlain
" 27	19	21	684	Lake Ontario
July 5	28	45	666	Lake Erie
" 12	85	64	701	Lake Manitoba
" 17	25	47	668	Lake Megantic
" 25	67	78	677	Lake Champlain
Aug. 1	39	91	612	Lake Ontario
" 8	69	85	500	Lake Erie
" 15	72	80	678	Lake Megantic
" 21	121	76	623	Lake Simcoe
" 30	103	93	689	Lake Champlain

LIVERPOOL.

Mont. St. John Departure	Eastbound I	II	III	
Jan. 3	11	16	29	
" 17	..	4	25	
Feb. 1	6	2	8	3998
" 15	10	2	19	
Mar. 1	..	9	9	
" 17	7	7	11	
Apr. 19	33	5	19	
May 1	33	30	64	
" 10	74	102	255	
" 22	56	35	52	
" 29	53	28	44	
June 5	108	68	82	
" 12	128	91	54	
" 19	74	47	33	3999
" 26	78	55	50	
July 3	69	30	38	
" 10	65	46	57	
" 17	100	85	37	
" 24	43	15	16	
" 31	52	62	28	
Aug. 7	54	29	35	
" 14	25	39	32	
" 21	44	33	28	
" 28	40	42	25	
Sept. 4	58	26	48	

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Sept.	5	58	85	394	Lake Ontario	" 11	38	49	19
"	13	110	119	964	Lake Erie	" 18	50	28	39
"	18	87	87	664	Lake Megantic	" 25	43	17	21
"	24	138	64	588	Lake Simcoe	Oct. 2	38	18	32
Oct.	3	96	115	632	Lake Champlain	" 9	48	18	21
"	11	44	95	513	Lake Ontario	" 16	16	23	33
"	19	73	126	498	Lake Erie	" 23	34	21	39
"	26	41	58	439	Lake Megantic	" 31	8	30	23
Nov.	3	41	70	375	Lake Simcoe	Nov. 8	32	22	64
"	9	53	84	543	Lake Champlain	" 15	27	26	71
"	16	22	51	576	Lake Ontario	" 21	22	32	108
"	29	21	46	1031	Lake Erie	Dec. 6	22	29	99
4001 Dec.	6	6	17	469	Lake Megantic	" 14	11	27	53
"	15	15	48	801	Lake Champlain	" 25	13	19	27
"	29	8	28	1045	Lake Ontario				
41 Trips		1724	2623	30977	Totals	39 Trips	1623	1267	1747

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Table XV.

CUNARD LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Umbria	Jan. 4	58	88	105	
Jan. 7	58	104	124	Saxonia	" 11	70	60	117	
" 11	57	59	63	Etruria	" 18	69	58	69	
" 20	68	73	154	Ivernia	" 25	95	72	129	4004
" 26	71	96	149	Umbria	Feb. 1	76	50	75	
Feb. 4	69	112	265	Saxonia	" 8	94	36	73	
" 8	189	156	286	Lucania	" 15	154	77	123	
" 16	65	56	128	Etruria	" 22	70	42	92	
" 23	92	116	303	Campania	Mar. 1	128	58	106	
Mar. 1	63	74	170	Umbria	" 8	42	43	98	
" 8	119	115	389	Lucania	" 15	144	59	135	
" 22	111	154	827	Campania	" 29	166	79	121	
" 30	47	81	342	Umbria	Apr. 5	93	70	120	
Apr. 5	160	159	831	Lucania	" 12	244	125	152	
" 14	71	159	1575	Saxonia	" 19	169	110	132	
" 18	142	200	828	Campania	" 26	195	195	245	
" 27	63	127	757	Umbria	May 3	80	118	138	4005
May 2	169	247	831	Lucania	" 10	234	179	335	
" 12	84	145	1760	Saxonia	" 17	140	170	274	
" 16	109	186	829	Campania	" 24	266	213	465	
" 25	68	86	364	Umbria	" 31	160	173	161	
" 30	129	174	618	Lucania	June 7	359	289	628	
June 7	43	107	338	Etruria	" 14	251	238	158	
" 14	88	171	691	Campania	" 21	250	286	428	
" 21	42	93	298	Umbria	" 28	359	207	146	
" 28	124	186	429	Lucania	July 5	359	293	468	
July 5	108	108	203	Etruria	" 12	224	215	213	
" 12	186	184	492	Campania	" 19	169	221	285	

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	" 19	65	136	249	Umbria	" 26	118	187	140
	" 25	217	281	557	Lucania	Aug. 2	234	219	281
	Aug. 2	181	284	211	Etruria	" 9	102	124	122
	" 9	222	302	486	Campania	" 16	132	233	264
	" 16	115	342	210	Umbria	" 23	69	82	123
	" 22	311	304	515	Lucania	" 30	112	134	229
	" 30	404	187	153	Etruria	Sept. 6	46	76	94
	Sept. 5	364	305	650	Campania	" 13	145	120	191
	" 13	353	225	156	Umbria	" 20	56	91	86
	" 19	387	320	654	Lucania	" 27	118	103	215
	" 27	327	264	119	Etruria				
	Oct. 3	321	329	652	Campania	Oct. 11	208	180	271
4007	" 11	135	449	190	Umbria	" 8	63	78	75
	" 18	236	328	659	Lucania	" 25	160	70	178
	" 28	134	297	1284	Saxonia				
					Etruria	Nov. 1	57	63	90
	Nov. 1	166	309	529	Campania	" 8	158	90	212
	" 8	101	132	295	Umbria	" 15	58	67	110
	" 15	160	163	490	Lucania	" 22	153	60	245
	" 22	54	81	290	Etruria	" 29	58	50	150
	" 29	91	125	330	Campania	Dec. 6	142	70	409
	Dec. 7	48	75	236	Umbria	" 13	72	162	274
	" 13	120	107	337	Lucania	" 20	79	74	190
	" 21	66	123	140	Etruria	" 27	49	38	79
	" 29	65	74	214	Saxonia				
4008									
	51 Trips	7238	9070	23650	Totals	50 Trips	7107	6195	9619

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Table XVI.

CUNARD LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan. 17	..	..	116	Ultonia	Jan. 23	..	..	42	
Feb. 24	..	..	203	Ultonia	Feb. 27	..	..	42	
" 27	46	78	426	Ivernia	Mar. 4	39	18	61	
Mar. 13	33	61	766	Saxonia	" 18	31	14	61	
" 25	..	..	476	Ultonia	" 29	..	..	34	
" 27	19	66	1068	Ivernia	Apr. 1	56	43	69	4010
Apr. 24	44	126	1977	Ivernia	" 29	131	119	222	
May 2	..	..	659	Ultonia	May 10	..	..	78	
" 21	69	149	1643	Ivernia	" 27	90	145	469	
June 2	..	..	591	Ultonia	June 7	..	..	164	
" 6	60	106	1009	Saxonia	" 10	162	184	542	
" 19	71	100	849	Ivernia	" 24	162	190	362	
July 3	54	104	824	Saxonia	July 8	183	211	382	
" 12	..	..	252	Ultonia	" 15	..	..	70	
" 16	76	142	599	Ivernia	" 22	114	96	261	
" 30	155	158	723	Saxonia	Aug. 5	61	97	230	
Aug. 8	..	..	246	Ultonia	" 12	..	..	30	
" 13	106	174	736	Ivernia	" 19	54	77	166	
" 28	192	220	1191	Saxonia	Sept. 3	55	68	162	4011
Sept. 5	..	..	440	Ultonia	" 9	..	..	43	
" 10	177	229	1658	Ivernia	" 16	54	36	103	
" 24	193	229	1848	Saxonia	" 30	50	63	162	
Oct. 3	..	..	684	Ultonia	Oct. 7	..	..	23	
" 8	174	236	1553	Ivernia	" 18	42	46	151	
				Saxonia	Nov. 3	47	49	184	
Nov. 2	..	..	421	Ultonia	" 8	..	..	36	
" 13	119	166	849	Ivernia	" 22	36	39	222	
" 27	31	111	682	Saxonia	Dec. 6	47	82	524	
Dec. 7	..	..	288	Ultonia	" 13	..	..	60	
" 19	57	100	519	Ivernia	" 21	10	27	82	
29 Trips	1676	2555	23296	Totals	30 Trips	1424	1604	5045	

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Table XVII.

DOMINION LINE.

MONTREAL—LIVERPOOL.

Montreal Arrival	Westbound I	II	III	Steamer	Montreal Departure	Eastbound I	II	III
May 10	46	152	729	Dominion	May 17	73	65	48
June 16	40	99	722	Dominion	June 21	109	74	15
2 Trips	86	251	1451	Totals	2 Trips	182	139	63

4013 Table XVIII.

DOMINION LINE.

PORTLAND—LIVERPOOL.

Portland Arrival	Westbound I	II	III	Steamer	Portland Departure	Eastbound I	II	III
Jan. 26	8	42	92	Dominion	Feb. 1	11	34	41
Mar. 3	9	91	290	Dominion	Mar. 8	8	8	16
Apr. 6	10	96	612	Dominion	Apr. 12	10	10	20
				Colonian	" 19	6	..	..
" 20	1	4	178	Irishman				
" 20	..	..	153	Californian	" 26	5	..	..
				Colonian	May 24	3	..	..
4014				Vancouver	June 7	28	22	43
June 24	1	..	..	Colonian	" 28	18	..	..
July 27	..	58	..	Colonian	Aug. 2	16	..	..
Aug. 4	2	..	..	Californian	" 18	3	..	..
Sept. 1	56	..	54	Colonian	Sept. 6	4	..	..
" 14	38	..	..	Californian	" 20	4	..	..
Oct. 6	23	5	347	Colonian	Oct. 11	11	2	2
Nov. 9	4	..	34	Colonian	Nov. 15	1	..	25
" 24	..	..	15	Californian	" 30	1	..	26
Dec. 19	7	..	12	Colonian	Dec. 27	2	..	..
" 29	6	..	..	Californian				
15 Trips	165	296	1787	Totals	16 Trips	131	76	173

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Table XIX.

DOMINION LINE.

Boston—Liverpool.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan. 19	19	43	122	New England					
				New England	Mar. 8	46	35	66	
				Commonwealth	" 20	33	38	48	
Mar. 19	24	..	357	Merion	" 22	10	..	68	
Apr. 6	53	122	749	New England	Apr. 10	83	66	128	
" 18	83	187	1058	Commonwealth	" 23	140	128	173	4016
" 27	22	..	730	Merion	" 30	32	..	67	
May 2	79	194	1032	New England	May 7	129	155	297	
" 15	61	136	975	Commonwealth	" 21	182	197	353	
" 26	18	..	384	Merion	" 28	54	..	83	
" 30	83	147	674	New England	June 4	142	184	574	
June 13	114	117	573	Commonwealth	" 16	196	193	403	
" 22	2	..	288	Merion	" 25	128	..	89	
" 27	87	88	265	New England	July 2	263	229	457	
July 11	131	164	433	Commonwealth	" 16	150	190	352	
" 20	36	..	264	Merion	" 23	32	..	87	
" 25	149	190	701	New England	" 30	105	135	237	
Aug. 8	181	191	496	Commonwealth	Aug. 13	67	96	243	
" 17	68	..	176	Merion	" 20	14	..	44	4017
" 22	205	266	505	New England	" 27	47	64	206	
Sept. 5	301	278	672	Commonwealth	Sept. 10	76	50	153	
" 13	125	..	445	Merion	" 17	22	..	28	
" 18	279	276	627	New England	" 24	42	51	132	
Oct. 3	222	306	707	Commonwealth	Oct. 8	85	66	161	
" 12	44	..	334	Merion	" 15	18	..	51	
" 17	133	213	373	New England	" 22	60	73	113	
Nov. 1	90	259	525	Commonwealth	Nov. 5	37	70	110	
" 8	35	..	218	Merion	" 12	20	..	70	
Dec. 1	41	175	423	New England					
" 8	15	..	184	Merion	Dec. 11	31	..	152	
" 29	37	96	350	Commonwealth					
29 Trips	2737	3448	14640	Totals	28 Trips	2244	2026	4945	

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Table XX.

DOMINION LINE.

Boston—Mediterranean.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	A	C	I	Az
				Commonwealth	Jan. 4	129	18	92	90	1	1	..
				New England	" 25	58	8	54	47	5	2	..
Feb. 7	24	20	762	Commonwealth	Feb. 12	209	13	66	56	6	4	..
Mar. 3	17	29	1379	New England								
" 18	74	87	1723	Commonwealth								
Apr. 5	10	32	1218	Cambroman	Apr. 9	50	9	78	63	11	4	..
" 25	1	37	1209	Vancouver	May 1	26	..	87	75	8	4	..
May 18	21	42	1052	Cambroman	" 24	29	16	110	96	11	3	..
June 1	2	34	1150	Vancouver								
July 1	9	40	1026	Cambroman	July 5	106	..	222	188	26	8	..
Aug. 12	2	43	508	Cambroman	Aug. 16	20	15	412	380	18	14	41
" 29	25	43	416	Vancouver	Sept. 6	26	9	78	68	6	4	62
Sept. 22	81	35	768	Cambroman	" 27	27	20	206	188	11	7	133
Oct. 11	63	60	1117	Vancouver	Oct. 18	27	8	237	202	28	7	88
Nov. 6	24	91	902	Cambroman	Nov. 11	55	10	501	462	21	18	105
" 27	7	54	788*	Vancouver	" 29	36	18	625	621	1	3	81
				New England	Dec. 6	139	18	834	804	20	10	..
14 Trips	360	647	14018	Totals	14 Trips	937	162	3602	3340	173	89	510

*222 steerage passengers from the Azores in addition. These, and the Eastbound Azores shown above (all steerage) are covered under "Miscellaneous" in Table II. The totals of this Table (XX) cover Italian business only.

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Table XXI.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Jan. 26	1	212	Massilia						
Feb. 6	1	229	Neustria						
" 28	1	587	Patria						
Mar. 17	..	1060	Massilia						
" 27	2	127	Gallia						
Apr. 5	..	900	Neustria						
" 21	..	1087	Patria						
May 10	2	998	Massilia						
" 17	..	1110	Gallia						
" 18	..	1298	Roma	May 27	13	306	274	26	6
" 27	..	879	Neustria						
June 14	..	1136	Patria						
July 5	..	962	Roma	July 12	9	581	520	43	18
" 9	..	299	America						
" 21	..	408	Gallia	" 29	..	130	125	3	2
Aug. 7	..	400	Neustria	Aug. 12	..	101	95	5	1
" 17	8	1005	Roma	" 23	3	416	379	24	13
Sept. 5	..	548	Massilia	Sept. 13	..	136	123	9	4
" 15	4	854	Gallia	" 23	5	178	170	6	2
Oct. 2	34	1396	Roma	Oct. 9	28	624	548	55	21
" 3	4	14	America						
" 17	6	945	Patria	" 23	2	164	147	12	5
Nov. 1	..	917	Massilia	Nov. 8	..	213	209	3	1
" 9	7	1051	Roma	" 15	2	589	556	23	10
" 25	..	858	Gallia	Dec. 2	6	193	193	..	..
Dec. 13	..	477	Patria						
" 17	7	860	Roma	" 20	6	631	612	14	5
27 Trips	77	21617	Totals	13 Trips	74	4262	3951	223	88

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4023

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Table XXII.

FABRE LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival		Westbound III	Steamer
Oct.	9	557	Neustria

Table XXIII.

FRENCH LINE.

NEW YORK—HAVRE.

4025

N. Y. Arrival		Westbound I	II	III	Steamer	N. Y. Departure		Eastbound I	II	III
					La Champagne	Jan.	4	7	27	125
Jan.	6	63	31	135	L'Aquitaine	"	9	28	36	93
"	12	16	32	318	La Gascogne	"	16	9	28	128
"	17	62	49	591	La Savoie	"	23	73	33	108
"	26	19	36	419	La Champagne	"	30	34	33	112
Feb.	2	28	41	527	L'Aquitaine	Feb.	6	45	39	118
"	11	21	26	466	La Gascogne	"	15	10	24	99
"	16	37	41	547	La Touraine	"	20	57	44	163
"	25	33	38	784	La Champagne	"	27	31	23	140
Mar.	2	27	44	938	La Bretagne	Mar.	6	24	37	125
4026 "	9	35	60	819	L'Aquitaine	"	13	34	26	175
"	17	20	50	1076	La Gascogne	"	20	20	48	143
"	22	22	76	823	La Touraine	"	27	64	25	140
"	28	50	121	630	La Savoie	Apr.	3	103	40	216
Apr.	1	..	..	1401	La Bretagne	"	5	10	..	43
"	6	11	76	1073	L'Aquitaine	"	10	53	52	206
"	15	32	60	1060	La Champagne	"	17	57	68	190
"	19	30	87	829	La Touraine	"	24	71	84	174
"	22	..	..	1450	La Gascogne	"	26	..	53	46
"	25	59	135	692	La Savoie	May	1	175	98	321
May	4	45	72	1043	La Bretagne	"	8	40	55	273
"	10	49	129	719	La Lorraine	"	15	148	97	330

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4027

" 14	..	3	1500	La Champagne	" 17	..	77	37
" 17	39	49	872	La Touraine	" 22	87	63	424
" 24	56	95	586	La Savoie	" 29	233	72	325
" 26	..	7	868	La Gascogne	" 31	..	102	20
" 31	33	83	847	L'Aquitaine	June 5	105	84	337
June 7	47	112	736	La Lorraine	" 12	161	129	335
" 14	43	61	850	La Touraine	" 19	140	97	235
" 21	60	121	762	La Savoie	" 26	252	143	349
" 29	33	77	1028	La Bretagne	July 3	128	116	304
July 5	69	65	736	La Lorraine	" 10	163	89	379
" 12	53	69	903	La Touraine	" 17	77	69	303
" 18	87	94	740	La Savoie	" 24	125	98	424
" 27	45	80	1098	La Gascogne	" 31	61	50	251
Aug. 3	51	88	761	La Bretagne	Aug. 7	42	52	276
" 9	58	86	876	La Touraine	" 14	54	64	340
" 16	102	105	775	La Lorraine	" 21	57	55	311
" 25	73	113	970	La Gascogne	" 28	15	42	265
" 30	309	132	629	La Savoie	Sept. 4	105	85	322
Sept. 7	188	123	851	La Bretagne	" 11	18	47	283
" 13	313	121	634	La Lorraine	" 18	62	70	381
" 18	..	3	811	Rio Negro				
" 20	179	110	802	La Touraine	" 25	36	59	296
" 27	280	154	614	La Savoie	Oct. 2	95	67	357
" 30	..	..	1561	La Gascogne	" 4	2	..	45
Oct. 5	85	149	903	La Champagne	" 9	38	33	236
" 10	160	196	647	La Lorraine	" 16	66	77	322
" 18	50	167	807	La Touraine	" 23	35	36	246
" 25	149	199	624	La Savoie	" 30	67	50	386
" 27	..	..	1495	La Gascogne	Nov. 1	2	..	25
Nov. 2	18	104	932	La Champagne	" 6	36	43	364
" 8	183	218	621	La Lorraine	" 13	70	46	397
" 16	87	129	827	La Touraine	" 20	63	42	345
" 23	48	108	1089	La Gascogne	" 27	44	64	421
Dec. 1	45	77	1088	La Champagne	Dec. 6	29	54	519
" 6	78	112	766	La Lorraine	" 11	68	70	558
" 14	45	59	925	La Touraine	" 18	17	40	262
" 20	91	78	768	La Savoie	" 25	65	23	197
" 28	21	36	860	La Champagne				
59 Trips	3837	4787	49502	Totals	58 Trips	3711	3278	14345

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Table XXIV.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK-HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 13	70	73	472	Auguste Victoria				
Mar. 4	229	124	399	Deutschland	Mar. 11	271	192	428
				Auguste Victoria	Apr. 10	114	87	219
Apr. 10	250	154	433	Deutschland	" 17	428	234	437
4031 " 26	49	106	586	Furst Bismarck	May 1	156	102	452
May 2	49	48	415	Columbia	" 8	104	87	314
" 16	68	104	651	Auguste Victoria	" 22	212	139	469
" 24	85	114	593	Furst Bismarck	" 29	239	183	476
" 30	69	95	413	Columbia	June 5	221	126	356
June 3	7	..	..	Princessin Vic. Luise	" 10	133	..	..
" 14	115	148	674	Auguste Victoria	" 17	306	142	147
" 21	84	67	402	Furst Bismarck	" 26	261	140	192
" 27	43	106	409	Columbia	July 3	193	143	194
July 18	123	156	421	Furst Bismarck	" 24	107	59	256
" 25	72	114	303	Columbia	" 31	114	152	112
Aug. 8	162	187	387	Auguste Victoria	Aug. 14	52	91	106
" 15	145	152	284	Furst Bismarck	" 21	44	74	129
" 22	122	163	284	Columbia	" 28	38	87	87
4032 Sept. 5	316	167	400	Auguste Victoria	Sept. 11	54	69	144
" 13	268	257	341	Furst Bismarck	" 18	31	57	130
" 19	226	166	297	Columbia	" 25	34	45	104
Oct. 3	293	160	431	Auguste Victoria	Oct. 9	48	47	103
" 10	219	245	277	Furst Bismarck	" 16	66	37	151
" 17	126	165	255	Columbia	" 23	36	36	160
Nov. 1	97	219	365	Auguste Victoria				
" 13	259	177	416	Deutschland	Nov. 19	104	73	341
Dec. 7	103	140	378	Deutschland	Dec. 15	138	159	404
26 Trips	3649	3607	10286	Totals	25 Trips	3504	2561	5911

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Table XXV.

HAMBURG-AMERICAN LINE.

Regular Service, New York-Hamburg.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Patricia	Jan. 4	21	25	167
Jan. 6	37	57	976	Graf Waldersee	" 11	54	45	106
" 13	..	19	518	Palatia	" 18	..	31	144
" 16	30	50	818	Pennsylvania	" 25	64	45	79
" 25	44	88	1159	Pretoria	Feb. 1	61	38	150
Feb. 2	..	57	963	Phœnicia	" 8	..	47	46
" 7	69	61	1238	Patricia	" 15	45	28	105
" 14	47	86	1846	Graf Waldersee	" 22	45	61	197
" 25	..	54	1482	Palatia	Mar. 1	..	55	246
" 28	46	111	1561	Pennsylvania	" 8	39	70	241
Mar. 9	35	74	2205	Pretoria	" 15	70	60	156
" 17	..	95	2268	Phoenicia				
" 22	..	..	1293	Assyria				
" 19	40	109	1760	Moltke	" 29	147	95	238
" 28	54	97	2414	Patricia	Apr. 5	71	48	188
Apr. 6	..	..	1130	Arcadia				
" 5	58	84	1991	Graf Waldersee	" 12	64	129	138
" 12	..	58	1941	Palatia				
" 16	51	136	1576	Pennsylvania	" 22	167	285	154
" 24	29	80	2257	Pretoria	" 29	164	278	226
" 30	32	70	1720	Moltke	May 6	201	165	224
May 2	..	..	935	Bulgaria				
" 7	73	107	2272	Patricia	" 13	91	95	192
" 12	60	109	641	Kiautschou	" 15	142	113	338
" 14	28	178	1327	Graf Waldersee	" 20	127	203	554
" 21	37	115	1985	Pennsylvania	" 27	160	256	320
" 31	31	105	2317	Pretoria	June 7	153	220	155
June 3	120	123	1546	Moltke	" 10	247	190	346
" 11	61	222	2132	Patricia	" 17	165	244	164
" 16	40	112	1535	Bluecher	" 24	280	174	233
" 25	56	129	791	Graf Waldersee	July 1	178	257	204

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July	2	81	162	615	Pennsylvania	" 8	152	218	256
"	8	156	181	1016	Moltke	" 15	240	133	224
"	17	53	178	848	Patricia	" 22	54	56	128
"	22	80	109	548	Bluecher	" 29	203	183	188
"	30	83	196	519	Graf Waldersee	Aug. 5	90	140	216
Aug.	6	125	291	678	Pennsylvania	" 12	81	113	121
"	12	201	175	495	Moltke	" 19	95	96	172
"	20	86	264	283	Patricia	" 26	23	39	114
"	25	233	242	415	Bluecher	Sept. 2	99	73	246
Sept.	3	178	280	819	Graf Waldersee	" 9	54	81	218
"	10	183	302	475	Pennsylvania	" 16	35	64	215
"	15	259	243	698	Moltke	" 23	56	56	170
4037 "	24	175	299	886	Patricia	" 30	26	53	261
"	30	263	268	631	Bluecher	Oct. 7	94	50	203
Oct.	1	175	277	519	Pretoria	" 11	19	27	51
"	8	157	265	616	Graf Waldersee	" 18	39	33	67
"	16	150	291	634	Pennsylvania	" 25	51	59	94
"	21	226	259	685	Moltke	Nov. 1	85	61	282
"	31	82	297	767	Patricia	" 8	47	74	152
Nov.	4	122	224	720	Bluecher	" 15	56	51	162
"	14	144	179	1169	Pretoria	" 26	32	56	246
"	21	86	159	925	Graf Waldersee	" 29	30	41	116
"	27	53	115	1527	Pennsylvania	Dec. 6	50	74	392
Dec.	3	95	151	1537	Moltke	" 11	67	70	251
"	14	35	66	1504	Patricia	" 20	14	26	81
4038 "	17	109	125	1000	Bluecher	" 27	80	40	227
"	29	..	..	1345	Belgravia				
57	Trips	4668	8184	68471	Totals	52	Trips	4628	5224	10164

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Table XXVI.

HAMBURG-AMERICAN LINE.

Express Service, New York-Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
			Furst Bismarck	Jan 4	245	276	258	9	9
			Auguste Victoria	" 22	242	..	..	..	..
Jan. 17	23	361	Columbia	" 30	164	90	79	8	3
Feb. 7	41	652	Furst Bismarck	Feb. 11	238	72	66	4	2
			Princessin Vic. Luise	Mar. 12	117	..	..	..	..
Apr. 5	88	629	Auguste Victoria						
			Auguste Victoria	Nov. 15	175	878	848	21	9
3 Trips	152	1642	Totals	6 Trips	1181	1316	1251	42	23

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Table XXVII.

HAMBURG-AMERICAN LINE.

Regular Service, New York-Mediterranean.

N Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 19	..	..	178	Georgia							
" 31	..	..	296	Scotia	Feb. 8	..	..	7	7	..	..
Feb. 27	..	..	544	Sicilia							
				Phoenicia	Mar. 19	43	..	54	48	3	3
043 Mar. 20	..	..	562	Georgia							
" 24	..	..	517	Scotia							
				Palatia	Apr. 16	68	..	58	48	9	1
May 3	137	..	2188	Phoenicia	May 6	49	..	92	81	6	5
" 27	5	67	1801	Palatia	June 3	101	..	184	153	25	6
June 3	..	..	521	Scotia							
				Sicilia	" 24	..	..	133	117	6	10
" 19	8	73	1690	Phoenicia							
July 13	13	37	702	Palatia							
Aug. 26	..	..	545	Scotia							
Sept. 17	..	..	580	Sicilia							
				Palatia	Sept. 30	10	..	133	117	10	6
				Phoenicia	Oct. 9	21	3	61	56	2	3
044 Oct. 17	..	..	594	Georgia							
Nov. 11	..	..	495	Scotia	Nov. 15	..	..	165	156	7	2
" 18	16	44	925	Palatia	" 22	29	4	645	625	15	5
" 29	6	27	533	Phoenicia	Dec. 6	27	12	1221	1205	11	5
Dec. 30	2	..	35	Sicilia							
17 Trips	187	248	12706	Totals	11 Trips	348	19	2753	2613	94	46

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Table XXVIII.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

N. Y. Arrival	Westbound III	Steamer	N. Y. Arrival	Westbound III	Steamer
Jan 3	319	Pisa	July 21	140	Barcelona
" 13	175	Milano	Aug. 20	96	Albano
Feb. 2	310	Barcelona	" 25	80	Milano
Mar. 1	439	Pisa	Sept. 12	116	Barcelona
" 16	507	Milano	Oct. 8	303	Albano
" 28	963	Barcelona	" 24	108	Milano
Apr. 23	213	Pisa	Nov. 6	235	Pisa
May 7	299	Milano	" 25	308	Barcelona
" 20	155	Barcelona	Dec. 14	263	Albano
June 28	88	Albano	" 23	250	Milano
July 3	141	Milano			
			21 Trips	5508	Totals

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Table XXIX.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—HALIFAX.

4047

Halifax Arrival	Westbound III	Steamer	Halifax Arrival	Westbound III	Steamer
Apr. 30	1758	Bulgaria	Aug. 25	147	Assyria
May 13	544	Assyria	Sept. 10	164	Arcadia
" 29	1323	Arcadia	" 26	243	Armenia
June 13	1236	Armenia	Oct. 24	286	Assyria
" 19	1054	Bulgaria	Nov. 3	212	Arcadia
July 6	770	Assyria	" 19	318	Armenia
Aug. 14	256	Armenia	Dec. 24	532	Assyria
			14 Trips	8843	Totals

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Table XXX.

HAMBURG-AMERICAN LINE.

LEVANTE—NEW YORK.

N. Y. Arrival	Westbound I	III	Steamer
May 21	3	92	Seriphos
" 31	1	58	Sicilia
June 27	..	196	Georgia
4049 3 Trips	4	346	Totals

Table XXXI.

HOLLAND-AMERICA LINE.

NEW YORK—ROTTERDAM, AMSTERDAM.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Ryndam	Jan. 11	28	25	181
Jan. 19	27	34	547	Rotterdam	" 25	22	15	106
" 28	..	17	244	Amsterdam	Feb. 1	..	13	63
Feb. 4	51	54	349	Statendam	" 8	63	20	115
4050 " 11	..	32	361	Maasdam	" 15	..	20	65
" 24	25	87	674	Rotterdam	Mar. 1	21	29	140
Mar. 4	..	13	390	Amsterdam	" 8	..	12	49
" 10	33	67	940	Statendam	" 15	26	23	166
" 17	..	16	715	Maasdam	" 22	..	32	132
" 23	20	68	1072	Ryndam	" 29	122	36	139
" 31	18	52	812	Rotterdam	Apr. 5	24	39	163
Apr. 8	..	43	664	Amsterdam	" 12	..	65	53
" 13	36	71	1097	Statendam	" 19	88	46	105
" 20	32	67	973	Potsdam	" 26	184	146	163
" 26	30	71	1135	Ryndam	May 3	109	79	293

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May	4	18	50	794	Rotterdam	"	10	54	59	165
"	11	11	49	1091	Noordam	"	17	115	93	224
"	17	14	37	887	Statendam	"	24	87	82	231
"	25	28	83	926	Potsdam	"	31	186	128	192
June	1	45	84	1041	Ryndam	June	7	236	131	260
"	8	38	91	865	Rotterdam	"	14	132	102	137
"	15	33	120	1194	Noordam	"	21	242	136	200
"	23	21	59	907	Statendam	"	28	193	144	183
"	29	47	95	539	Potsdam	July	5	211	124	192
July	5	48	75	776	Ryndam	"	12	174	110	159
"	13	30	60	712	Rotterdam	"	19	105	54	143
"	19	49	66	658	Noordam	"	26	147	118	174
"	27	49	59	609	Statendam	Aug.	2	77	57	198
Aug.	2	85	100	622	Potsdam	"	9	102	64	164
"	9	119	169	618	Ryndam	"	16	66	40	129
"	16	33	50	510	Rotterdam	"	23	21	19	141
"	23	202	125	477	Noordam	"	30	35	54	164
"	30	204	142	563	Statendam	Sept.	6	27	45	256
Sept.	6	241	210	648	Potsdam	"	13	30	38	187
"	13	252	213	634	Ryndam	"	20	33	42	131
"	20	209	103	668	Rotterdam	"	27	9	21	187
"	28	239	140	662	Noordam	Oct.	4	91	40	329
Oct.	4	169	142	454	Statendam	"	11	13	29	131
"	12	163	118	350	Potsdam		18	28	20	210
"	19	149	129	415	Ryndam	"	25	44	30	237
"	27	47	127	430	Rotterdam	Nov.	1	13	24	220
Nov.	2	95	119	450	Noordam	"	8	56	30	361
"	9	28	80	465	Statendam	"	15	20	28	192
"	19	..	60	376	Amsterdam	"	22	..	32	126
"	23	68	74	730	Potsdam	"	29	37	12	155
Dec.	1	24	59	569	Ryndam	Dec.	7	26	47	305
"	8	5	21	534	Rotterdam	"	13	14	15	124
"	15	74	61	422	Noordam	"	20	14	26	132
"	24	..	40	466	Amsterdam	"	28	..	10	48
"	30	23	60	495	Potsdam					
49 Trips		3132	3962	32530	Totals	49 Trips		3325	2604	8320

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Table XXXII.

INSULAR NAVIGATION COMPANY.

NEW YORK—AZORES—LISBON.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	III
Jan. 11	6	1	83	Peninsular	Jan 20	2	18
Mar. 26	23	..	622	Peninsular	Apr. 3	17	175
May 17	32	..	529	Peninsular	May 24	18	71
July 7	30	..	535	Peninsular	July 13	18	90
4055 Aug. 26	30	..	598	Peninsular	Aug. 31	15	85
Oct. 15	26	1	329	*Peninsular†	Oct. 23	5	124
Dec. 11	7	..	99	*Peninsular†	Dec. 21	2	109
7 Trips	154	2	2795	Totals	7 Trips	77	672

* Westbound disembarked at New Bedford, Mass.

† Eastbound embarked in part at New York, and in part at New Bedford, Mass.

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Table XXXIII.

LA VELOCE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
				Città di Torino	Jan. 7	3	92	78	10	4
Jan. 30	6	15	566	Nord America	Feb. 4	3	39	35	2	2
Feb. 25	5	..	606	Città di Milano	Mar. 1	1	105	101	2	2
Mar. 15	..	..	1424	Città di Torino	" 20	..	28	27	1	..
" 24	42	..	1239	Nord America	" 27	10	63	55	5	3
Apr. 8	..	..	1418	Città di Genova						
" 12	..	..	1470	Citta di Milano	Apr. 15	27	53	43	9	1
" 29	..	..	1463	Città di Torino	May 5	..	55	49	3	3
May 7	39	13	1234	Nord America	" 13	52	81	68	8	5
" 30	..	..	1351	Città di Milano	June 3	15	146	126	11	9
June 7	..	..	1217	Città di Genova	" 14	16	196	171	17	8
" 22	6	..	790	Città di Torino	" 28	56	212	181	25	6
" 25	12	..	501	Nord America	July 1	81	301	259	29	13
July 18	30	..	340	Città di Milano	" 22	18	609	537	49	23
Aug. 13	45	..	445	Nord America	Aug. 19	12	209	199	6	4
Sept. 5	32	..	575	Città di Milano	Sept. 9	13	301	273	19	9
Oct. 1	91	..	894	Nord America	Oct. 7	10	312	307	2	3
" 19	..	..	1454	Città di Napoli	" 23	..	289	262	23	4
Nov. 1	37	..	620	Città di Milano	Nov. 4	5	370	345	15	10
" 15	44	..	651	Città di Torino	" 18	11	302	296	4	2
" 27	44	..	652	Nord America	Dec. 2	10	1201	1174	13	14
Dec. 13	..	..	697	Città di Napoli	" 16	1	472	471	1	..
" 26	19	..	560	Città di Milano	" 30	5	152	147	3	2
22 Trips	452	28	20167	Totals	22 Trips	349	5588	5204	257	127

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Table XXXIV.

LEYLAND LINE.

Boston—Liverpool, London.

	Boston Westbound Arrival	I	Steamer	Boston Eastbound Departure	I
			Devonian	Jan. 1	6
	Jan. 4	4	Cestrian	" 9	4
	" 10	13	Winifredian	" 15	31
4061	" 20	2	Kingstonian*	" 24	3
	" 30	11	Devonian	Feb. 5	11
			Cestrian	" 12	2
			Caledonian*	" 26	2
	Feb. 23	3	Winifredian	" 27	5
	Mar. 5	2	Devonian	Mar. 12	13
	" 13	2	Cestrian	" 19	4
	" 18	8	Iberian*	" 23	3
	" 19	1	Philadelphian		
	" 28	11	Winifredian	Apr. 3	12
	Apr. 10	3	Devonian	" 16	35
	" 10	5	Kingstonian*	" 18	11
	" 22	4	Iberian*	" 27	10
	May 16	22	Devonian	May 21	88
4062	" 28	1	Iberian*	June 3	15
	June 3	10	Armenian	" 11	25
			Lancastrian	" 18	2
	" 17	1	Caledonian*	" 21	15
	" 16	24	Devonian	" 25	129
			Philadelphian	July 2	1
	July 9	6	Armenian	" 16	31
	" 22	47	Devonian	" 30	42
	" 24	2	Caledonian*	Aug. 1	3
	" 28	26	Hanoverian	" 6	60
	Aug. 13	22	Armenian	" 20	6
	" 25	110	Devonian	Sept. 3	6

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Sept. 1	211	Hanoverian	" 10	12	
" 3	10	Caledonian*	" 11	4	
" 15	52	Victorian	" 24	8	
" 30	105	Devonian	Oct. 10	19	
Oct. 6	89	Hanoverian	" 15	28	
" 23	17	Armenian	" 29	4	
" 30	2	Cestrian	Nov. 5	2	
Nov. 4	27	Devonian	" 12	8	
" 10	22	Winifredian	" 19	2	
		Victorian	" 26	2	
" 27	10	Armenian	Dec. 3	1	
Dec. 4	2	Cestrian	" 10	2	4064
" 11	9	Devonian	" 17	4	
" 17	12	Winfredian	" 24	32	
" 31	2	Armenian			
38 Trips	910	Totals	42 Trips	703	

* Boston-London Service.

Table XXXV.

LEYLAND LINE.

New York—Liverpool.

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N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I
		Canadian	Mar. 6	2
Mar. 3	1	Bohemian	" 11	2
		Canadian	Apr. 6	5
		Bohemian	" 19	20
May 2	13	Canadian	May 10	25
		Bohemian	" 24	33
June 7	5	Canadian	June 14	70
" 22	8	Bohemian	" 28	79

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July 13	7	Canadian	July 19	29
" 26	12	Bohemian	Aug. 2	12
" 16	27	Canadian	" 23	1
" 30	77	Bohemian	Sept. 6	2
Sept. 4	3	Lancastrian		
" 19	85	Canadian	" 27	9
Oct. 4	41	Bohemian	Oct. 11	5
" 26	4	Canadian		
Nov. 8	3	Bohemian	Nov. 15	1
" 30	5	Canadian	Dec. 6	2
Dec. 14	3	Bohemian	" 20	2
4067 15 Trips	294	Totals	17 Trips	299

Table XXXVI.

LINHA DI VAPORES PORTUGUEZES.

NEW YORK—AZORES—LIBSON.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
Feb. 17	12	171	Dona Maria			
Apr. 7	1	716	Patria			
" 18	15	450	Dona Maria			
June 6	1	390	Patria			
4068 " 19	48	655	Dona Maria	June 29	8	100
Aug. 12	46	681	Dona Maria	Aug. 21	4	148
Sept. 16	..	301	Patria			
Oct. 11	34	454	Dona Maria	Oct. 23	1	16
8 Trips	157	3818	Totals	3 Trips	13	264

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Table XXXVII.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK—MEDITERRANEAN.

N Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I	
Jan. 13	3	..	1276	Lombardia	Jan. 16	7	..	125	117	7	1	
" 23	6	..	506	Sardegna	" 28	23	..	151	139	10	2	
Feb. 6	10	52	648	Sicilia	Feb. 11	17	10	85	79	3	3	
" 12	5	..	450	Liguria	" 18	8	..	112	100	6	6	
" 26	5	..	1132	Lombardia	Mar. 4	8	..	101	96	2	3	
Mar. 8	11	..	819	Archimede	" 11	5	..	47	41	4	2	4070
" 12	8	..	1185	Sardegna	" 18	7	..	114	95	10	9	
" 24	5	61	1074	Sicilia	Apr. 1	31	36	154	129	19	6	
Apr. 1	8	..	1210	Liguria	" 8	48	..	105	84	14	7	
" 16	23	..	835	Marco Minghetti								
" 16	44	..	1257	Lombardia	" 22	43	..	177	142	28	7	
" 26	13	..	830	Archimede	" 29	12	..	52	37	11	4	
May 5	12	..	889	Washington	May 8	14	..	59	51	7	1	
" 11	4	..	1204	Liguria	" 27	41	..	339	282	36	21	
" 13	25	58	1085	Sicilia	" 29	37	80	226	173	38	15	
" 22	6	19	1181	Lombardia	June 10	51	..	473	405	40	28	
June 2	2	..	760	Marco Minghetti								
" 2	15	44	998	Umbria	" 17	75	..	760	625	93	42	
" 10	12	..	1224	Sardegna	" 24	69	..	299	234	44	21	4071
" 24	12	..	744	Washington								
July 1	6	50	856	Sicilia	July 8	50	61	577	492	60	25	
" 9	19	36	613	Liguria	" 15	35	..	480	406	46	28	
" 22	26	35	688	Lombardia	" 29	42	11	607	513	70	24	
Aug. 5	9	..	847	Sardegna	Aug. 12	30	..	302	260	30	12	
" 27	21	29	965	Liguria	Sept. 23	1	28	253	245	4	4	
Sept. 9	58	..	992	Lombardia	" 16	27	32	414	342	44	28	
" 23	60	74	1014	Sicilia	" 30	19	23	301	271	21	9	
Oct. 8	47	..	1097	Sardegna	Oct. 14	35	..	294	281	12	1	
" 22	25	33	1154	Lombardia	" 28	12	38	440	392	24	24	
Nov. 4	13	31	1092	Liguria	Nov. 11	14	15	511	479	16	16	
" 20	35	77	794	Sicilia	" 25	18	55	768	720	31	17	
Dec. 3	24	..	833	Sardegna	Dec. 9	28	..	1146	1111	27	8	
" 19	27	48	597	Lombardia	" 23	17	19	225	208	8	9	
" 31	7	36	596	Liguria								
34 Trips	606	683	31445	Totals	30 Trips	824	408	9697	8549	765	383	

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Table XXXVIII.

NAVIGAZIONE GENERALE ITALINA.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound II	Westbound III	Steamer	N. O. Departure	Eastbound I	Eastbound II	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Oct. 20	38	1287	Manilla	Nov. 5	2	3	49	37	11	1

Table XXXIX.

4073 NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK—BREMEN.

N Y. Arrival	Westbound I	Westbound II	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound II	Eastbound III
				Kronprinz Wilhelm	Jan. 4	272	87	335
Jan. 10	57	44	417	Kn. M. Theresia				
" 15	265	153	756	K. Wm. der Grosse	" 21	326	135	484
Feb. 12	236	257	747	K. Wm. der Grosse	Feb. 18	300	144	649
" 24	249	269	681	Kronprinz Wilhelm	Mar. 8	257	112	580
Mar. 18	250	324	783	K. Wm. der Grosse	" 25	393	145	696
Apr. 1	190	137	725	Kronprinz Wilhelm	Apr. 8	284	196	648
4074 " 15	189	263	653	K. Wm. der Grosse	" 22	383	342	604
" 29	245	151	723	Kronprinz Wilhelm	May 6	393	192	836
May 13	224	291	624	K. Wm. der Grosse	" 20	422	224	744
" 27	277	232	735	Kronprinz Wilhelm	June 3	416	237	886
June 10	268	269	638	K. Wm. der Grosse	" 17	423	284	727
				Kn. M. Theresia	" 24	193	97	273
" 24	255	196	702	Kronprinz Wilhelm	July 1	423	174	755
July 9	368	237	625	K. Wm. der Grosse	" 15	388	213	711
" 22	350	263	671	Kronprinz Wilhelm	" 29	354	114	529
Aug. 5	444	291	647	K. Wm. der Grosse	Aug. 12	220	206	719
				Hohenzollern	" 16	..	2	28

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"	14	111	107	343	Kn. M. Theresia	"	19	53	57	239
"	19	351	325	642	Kronprinz Wilhelm	"	26	112	139	434
Sept.	2	448	355	646	K. Wm. der Grosse	Sept.	9	219	191	685
"	11	247	160	389	Kn. M. Theresia	"	16	31	51	225
"	16	446	372	716	Kronprinz Wilhelm	"	23	174	122	311
"	16	165	79	620	Hohenzollern	"	25	3	18	112
"	30	443	360	645	K. Wm. der Grosse	Oct.	7	248	78	568
Oct.	8	193	196	372	Kn. M. Theresia	"	14	53	40	233
"	15	405	334	697	Kronprinz Wilhelm	"	21	240	88	293
"	29	399	367	633	K. Wm. der Grosse	Nov.	4	277	138	641
Nov.	12	350	290	732	Kronprinz Wilhelm	"	18	221	85	344
"	26	299	338	782	K. Wm. der Grosse	Dec.	2	247	126	857
Dec.	12	213	200	708	Kronprinz Wilhelm	"	13	203	101	532
"	22	335	289	768	K. Wm. der Grosse					
29 Trips		8272	7149	18820	Totals	30 Trips		7528	4138	15678

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Table XL.

NORTH GERMAN LLOYD.

Regular Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Darmstadt	Jan. 2	..	13	75
Jan. 5	..	21	307	Gera				
" 14	..	12	294	Karlsruhe				
" 17	..	18	406	Koeln	" 23	..	17	87
" 23	..	34	819	Weimar				
Feb. 2	..	82	1419	Rhein	Feb. 6	..	39	172
" 9	..	76	1091	Breslau				
" 14	..	40	1182	Cassel				
" 28	..	50	1118	Neckar (Halifax)				
Mar. 1	..	23	849	Koeln				
" 6	..	41	1429	Dresden	Mar. 13	..	22	103
				Breslau	" 15	..	1	70
" 18	..	103	2275	Rhein	" 20	..	52	205
" 21	..	26	503	Hannover				
" 27	..	85	..	Gera				
" 27	..	..	867	Crefeld	Apr. 3	..	13	148
Apr. 1	..	..	2692	Batavia				
" 5	..	48	1656	Brandenburg	" 10	..	42	41
" 9	45	90	1420	Friedrich der Grosse	" 17	134	234	271
" 19	..	26	1804	Cassel	" 24	..	63	78
" 23	66	152	1988	Grosser Kurfurst	May 1	238	185	245
" 28	..	6	1036	Koeln				
May 2	..	60	2011	Rhein	" 8	..	95	110
" 6	43	92	1038	Bremen	" 15	222	157	158
" 14	30	142	1682	Friedrich der Grosse	" 22	202	219	674
				Neckar	" 29	41	126	119
" 22	..	70	1781	Cassel	" 31	..	42	41
" 27	44	158	1985	Grosser Kurfurst	June 5	298	295	320

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June	5	..	5	1492	Koeln					
"	9	55	98	1060	Barbarossa	"	12	230	181	251
"	11	17	68	1283	Bremen	"	19	285	186	506
"	17	55	148	1273	Friederich der Grosse	"	26	214	209	277
"	24	39	81	822	Koenigin Luise	July	3	205	179	327
July	1	83	136	818	Grosser Kurfurst	"	10	226	178	326
"	11	55	99	800	Barbarossa	"	17	177	95	413
"	18	77	134	1001	Bremen	"	22	102	66	263
"	22	57	120	354	Friedrich der Grosse	"	31	97	49	212
"	30	67	108	587	Koenigin Luise	Aug.	7	74	132	339
Aug.	5	124	260	659	Grosser Kurfurst	"	14	47	79	148
"	14	64	109	530	Barbarossa	"	21	9	37	192
"	19	123	127	432	Bremen	"	28	45	54	164
"	26	200	281	534	Friedrich der Grosse	Sept.	4	44	64	365
Sept.	2	221	315	709	Koenigin Luise	"	6	21	25	135
"	2	..	197	..	Main					
"	10	309	308	1009	Grosser Kurfurst	"	18	41	53	187
"	22	..	169	..	Neckar					
"	23	307	292	1093	Bremen	Oct.	2	82	52	251
Oct.	1	221	302	1139	Friedrich der Grosse	"	9	41	42	159
"	11	..	254	1486	Main					
"	15	269	308	1098	Grosser Kurfurst	"	19	52	46	148
"	24	..	120	938	Cassel					
Nov.	1	..	67	1219	Breslau					
"	5	74	303	1327	Bremen	Nov.	13	21	43	288
"	12	..	73	1389	Neckar					
"	20	97	213	1629	Friedrich der Grosse	"	27	39	46	296
"	29	..	103	1341	Main					
Dec.	8	..	85	1552	Cassel	Dec.	11	..	21	34
"	15	..	55	1334	Chemnitz					
"	21	..	79	1350	Brandenburg	"	25	..	23	43
"	28	..	19	1460	Frankfurt					
57	Trips	2742	6491	63370	Totals	39	Trips	3187	3475	8241

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Table XLI.

NORTH GERMAN LLOYD.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 2	24	..	341	Trave							
				Kn. M. Theresia	Jan. 13	140	..	97	90	5	2
				Trave	" 18	51	..	123	114	7	2
" 21	19	5	417	Lahn	" 25	44	..	137	130	5	2
" 29	15	24	122	Hohenzollern							
Feb. 5	13	..	270	Aller	Feb. 8	37	..	42	38	3	1
				Hohenzollern	" 15	53	..	66	61	2	3
" 18	50	..	691	Kn. M. Theresia	" 22	192	..	85	82	1	2
" 27	30	40	651	Lahn	Mar. 1	78	..	94	84	6	4
Mar. 3	18	..	891	Trave	" 8	81	..	188	167	11	10
" 11	36	..	962	Aller	" 15	111	..	99	87	7	5
" 19	20	30	814	Hohenzollern	" 22	121	..	63	54	6	3
" 24	32	..	765	Kn. M. Theresia	" 29	178	..	50	39	7	4
Apr. 1	41	59	879	Lahn	Apr. 5	134	..	76	65	5	6
" 9	24	..	908	Trave	" 12	100	..	150	120	21	9
" 15	52	..	940	Aller	" 19	108	..	135	108	20	7
				Neckar	" 23	45	5	78	64	12	2
" 23	38	91	775	Hohenzollern	" 26	150	..	89	74	9	6
" 28	110	..	792	Kn. M. Theresia	May 3	222	..	191	160	18	13
May 6	53	58	842	Lahn	" 10	136	..	132	109	17	6
" 13	67	..	876	Trave	" 17	111	..	205	187	14	4
" 20	29	..	942	Aller	" 24	123	..	306	259	35	12
" 25	..	28	2373	Neckar							
" 28	55	32	712	Hohenzollern	" 31	198	..	114	90	18	6
June 2	56	..	760	Kn. M. Theresia							
" 9	44	65	853	Lahn	June 14	141	..	171	153	14	4
" 17	41	..	940	Trave	" 21	161	..	149	138	8	3
" 24	38	..	884	Aller	" 28	157	..	196	171	17	8

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July 1	46	46	634	Hohenzollern	July 5	200	..	146	131	12	3
" 14	75	30	638	Lahn	" 19	54	..	306	263	32	11
" 28	45	..	455	Trave	Aug. 2	42	..	437	395	33	9
Aug. 5	28	..	277	Aller	" 9	15	..	388	351	26	11
" 12	47	36	257	Hohenzollern							
" 18	74	63	370	Lahn	" 23	33	..	343	298	36	9
Sept. 2	134	..	682	Trave	Sept. 6	35	..	809	736	41	32
" 10	151	..	617	Aller	" 13	48	..	476	414	41	21
" 22	146	48	838	Lahn	" 27	68	..	636	572	45	19
Oct. 7	158	..	806	Trave	Oct. 11	63	..	493	459	20	14
" 16	126	..	751	Aller	" 19	70	..	592	545	26	21
" 27	115	46	847	Lahn	Nov. 1	96	..	792	741	30	21
Nov. 11	130	..	763	Trave	" 22	53	..	913	878	21	14
" 19	..	..	905	Aller	" 29	..	..	1118	1083	21	14
Dec. 2	117	46	657	Lahn	Dec. 6	126	..	814	799	10	5
" 23	134	..	720	Trave							
40 Trips	2431	747	29617	Totals	38 Trips	3775	5	11299	10309	662	328

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Table XLII.

NORTH GERMAN LLOYD.

Baltimore—Bremen.

	Westbound				Eastbound		
	Balt. Arrival	II	III	Steamer	Balt. Departure	II	III
	Jan. 8	9	327	Gera	Jan. 12	1	23
	" 17	9	178	Karlsruhe	" 20	10	40
	" 26	4	559	Weimar	" 31	6	23
4091	Feb. 7	15	1279	Darmstadt	Feb. 12	2	42
	" 12	12	877	Gera	" 19	11	38
	" 28	4	1168	Karlsruhe (Halifax)			
	Mar. 4	..	650	Koeln			
	" 6	8	1017	Willehad	Mar. 12	8	64
				Karlsruhe	" 23	..	2
	" 23	9	1159	Hannover	" 28	10	20
	" 27	5	1506	Frankfurt			
	" 29	5	1682	Gera	Apr. 2	2	40
	Apr. 4	16	1759	Chemnitz	" 9	17	16
	" 12	..	1474	Dresden	" 16	8	30
	" 17	10	1584	Breslau	" 23	38	36
	" 24	..	1094	Willehad	" 30	63	32
4092	" 30	9	597	Koeln	May 3	..	18
	May 2	21	1651	Hannover	" 7	28	35
	" 9	25	1752	Chemnitz	" 14	22	54
	" 14	30	977	Brandenburg	" 21	34	54
	" 21	24	1690	Frankfurt	" 28	39	45
	" 29	25	1510	Dresden	June 4	48	85
	June 4	20	1485	Breslau	" 11	53	42
	" 11	39	1114	Rhein	" 18	147	71
	" 18	24	1352	Chemnitz	" 25	54	52
	" 25	16	811	Brandenburg	July 2	57	69
	July 1	21	630	Neckar	" 9	105	120
	" 11	25	853	Cassel	" 16	34	81

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" 16	28	680	Breslau	" 23	18	69	
" 25	37	734	Chemnitz	" 30	26	88	
" 30	34	414	Hannover	Aug. 5	18	..	
Aug. 6	33	553	Brandenburg	" 13	21	70	
" 14	45	509	Frankfurt				
" 20	47	411	Cassel	" 27	17	86	
" 27	38	563	Breslau				
Sept. 5	82	654	Main	Sept. 11	33	94	
" 11	57	812	Hannover				
" 19	100	684	Willehad	" 24	4	74	
" 24	90	830	Neckar	Oct. 2	21	66	
Oct. 2	48	777	Chemnitz				4094
" 15	50	837	Main	" 20	36	147	
" 17	37	626	Frankfurt				
" 27	11	700	Cassel	" 30	11	139	
" 31	6	742	Willehad	Nov. 5	1	73	
Nov. 6	56	988	Brandenburg	" 12	5	112	
" 16	22	676	Neckar	" 20	9	123	
" 21	19	918	Hannover				
Dec. 3	1	1108	Main	Dec. 8	4	79	
" 6	10	1560	Koeln				
" 13	6	710	Willehad	" 18	8	65	
" 21	36	932	Weimar	" 27	5	15	
50 Trips	1278	48153	Totals	41 Trips	1034	2432	

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Table XLIII.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	Westbound III	Steamer	Galv. Departure	Eastbound II	Eastbound III
			Hannover	Jan. 9	..	4
			Frankfurt	" 22	5	14
Mar. 2	9	30	Cassel	Mar. 8	9	11
4097 May 8	12	166	Crefeld	May 17	45	69
Aug. 23	15	60	Frankfurt	Sept. 3	11	10
Sept. 4	43	188	Breslau	" 17	1	8
" 20	18	145	Hannover	Oct. 4	..	8
Oct. 11	40	124	Chemnitz	" 25	9	5
" 30	22	122	Frankfurt	Nov. 15	2	17
Nov. 10	13	92	Breslau	" 23	..	5
Dec. 1	55	70	Hannover	Dec. 7	1	17
" 18	15	80	Koeln	" 24	..	3
" 25	26	74	Chemnitz	" 31	5	1
11 Trips	268	1151	Totals	13 Trips	88	172

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PRINCE LINE.

Table XLIV.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	Eastbound Az.	
			Tartar Prince	Jan. 5	10	70	67	3	..	7	
n. 27	..	455	Spartan Prince	Feb. 5	12	62	57	3	2	7	
b. 16	4	519	Trojan Prince	" 22	3	78	74	3	1	..	
ar. 6	2	969	Tartar Prince	Mar. 11	5	50	40	5	5	18	4100
" 26	..	1124	Spartan Prince	Apr. 3	..	95	78	14	3	..	
or. 5	..	1064	Balilla								
" 13	..	1108	Trojan Prince	" 19	..	26	24	2	..	7	
ay 4	1	1089	Tartar Prince	May 10	5	77	67	8	2	16	
" 23	1	1069	Balilla								
" 23	2	1046	Spartan Prince	" 31	3	160	146	14	..	15	
ne 14	3	724	Trojan Prince	June 21	11	526	455	45	26	19	
ly 4	4	680	Tartar Prince								
" 22	8	964	Spartan Prince								
g. 11	8	1192	Trojan Prince	Aug. 16	8	89	82	5	2	27	
pt. 26	16	1205	Trojan Prince	Sept. 30	4	123	109	8	6	..	
t. 19	..	1122	Sicilian Prince	Oct. 25	..	131	119	8	4	16	
v. 13	10	1048	Trojan Prince	Nov. 22	..	424	410	10	4	26	4101
c. 8	..	863	Sicilian Prince	Dec. 11	..	432	420	11	1	..	
22	..	681	Neapolitan Prince	" 30	..	123	117	5	1	..	
Trips	59	16922	Totals	15 Trips	61	2466	2265	144	57	158	

The Eastbound Azores passengers above were all steerage, and have not been included in the "total steerage" of the Line, which are all Italian. They are covered under "Miscellaneous" in Table II.

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Table XLV.

RED STAR LINE.

NEW YORK—ANTWERP.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Haverford	Jan. 1	..	16	109
	Jan. 1	14	19	424	Zeeland	" 8	34	39	154
	" 9	9	22	356	Friesland	" 15	7	23	137
	" 15	...	28	411	Southwark	" 22	..	11	59
	" 21	16	56	607	Vaderland	" 29	28	28	210
4103	Feb. 2	..	42	529	Kensington	Feb. 6	..	29	100
	" 4	28	51	633	Zeeland	" 12	25	39	134
	" 12	..	24	459	Haverford	" 19	..	31	83
	" 19	7	38	689	Friesland	" 26	3	27	117
	" 28	..	47	852	Southwark	Mar. 5	..	28	260
	Mar. 4	11	93	1050	Vaderland	" 12	34	33	273
	" 12	..	72	1097	Kensington	" 19	..	42	116
	" 20	..	120	507	Haverford	" 26	..	53	120
	" 25	12	49	989	Friesland	Apr. 2	6	40	227
	Apr. 2	..	57	1179	Southwark	" 9	..	64	54
	" 9	..	..	712	Pennland				
	" 7	13	81	931	Vaderland	" 16	61	147	188
	" 15	..	78	931	Kensington	" 23	..	144	66
	" 21	23	76	1282	Zeeland	" 30	105	242	159
4104	" 30	2	49	999	Friesland	May 7	26	68	124
	May 6	..	98	989	Southwark	" 14	..	50	191
	" 12	24	95	940	Vaderland	" 21	79	150	331
	" 20	..	57	1055	Kensington	" 28	..	67	218
	" 26	25	82	1266	Zeeland	June 4	205	192	397
	June 3	13	35	1067	Friesland	" 11	55	133	173
	" 11	..	60	1108	Southwark	" 18	..	152	235
	" 16	33	104	1269	Vaderland	" 21	205	140	159
	" 25	..	90	898	Kensington				
					Kroonland	" 28	219	107	161
	" 30	24	88	889	Zeeland	July 5	195	139	334

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July	9	14	62	896	Friesland	" 12	40	61	69
"	14	21	80	985	Vaderland	" 19	143	72	189
"	22	17	71	865	Kroonland	" 26	71	120	182
"	28	35	126	895	Zeeland	Aug. 2	96	71	223
Aug.	5	20	86	863	Friesland	" 9	9	48	86
"	11	53	112	1046	Vaderland	" 16	63	46	176
"	18	60	109	920	Kroonland	" 23	25	58	138
"	25	112	243	1021	Zeeland	" 30	19	63	239
Sept.	2	68	121	991	Friesland	Sept. 6	9	42	100
"	8	233	204	1171	Vaderland	" 13	19	38	172
"	15	262	194	1389	Kroonland	" 20	24	35	154
"	22	209	200	1161	Zeeland	" 27	12	54	174
"	30	66	130	998	Friesland				

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					Finland	Oct. 4	67	41	92
Oct.	6	118	215	1214	Vaderland	" 11	22	31	61
"	13	147	199	1083	Kroonland	" 18	21	32	60
"	20	78	142	1004	Zeeland	" 25	22	43	49
"	27	67	174	968	Finland	Nov. 1	23	23	73
Nov.	4	..	136	664	Kensington	" 8	..	26	44
"	11	13	84	604	Friesland	" 15	6	8	26
"	18	61	122	800	Vaderland	" 22	13	22	205
"	24	25	101	742	Kroonland	" 29	33	12	231
Dec.	4	13	61	575	Zeeland	Dec. 6	21	26	287
"	9	28	52	581	Finland	" 13	14	40	160
"	17	25	49	696	Vaderland	" 20	10	23	246
"	23	28	33	407	Kroonland				

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"	30	8	33	362	Zeeland				
54 Trips		2035	4850	47019	Totals	52 Trips	2069	3269	8325

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Table XLVI.

RED STAR LINE.

Philadelphia—Antwerp.

	Phila. Arrival	Westbound II	Westbound III	Steamer	Phila. Departure	Eastbound II	Eastbound III
	Jan. 16	..	124	Pennland	Jan. 22		4
	" 31	..	214	Switzerland			
	Feb. 13	..	160	Nederland	Feb. 19		2
4109	Mar. 14	..	484	Switzerland	Mar. 19		5
	" 27	..	518	Nederland	Apr. 2		13
	Apl. 24	..	550	Switzerland	" 30		15
	May 7	..	385	Nederland	May 14		17
	" 22	..	254	Pennland	" 28		19
	June 5	..	480	Switzerland	June 11		17
	" 20	..	344	Nederland	" 25		24
	July 4	..	174	Pennland	July 10		16
	" 17	..	129	Switzerland	" 23		15
	Aug. 6	..	192	Nederland	Aug. 13		19
	" 19	..	160	Pennland	" 27		13
	Sept. 3	..	164	Switzerland	Sept. 10		9
	" 16	..	312	Nederland	" 24		9
4110	Oct. 1	1	406	Pennland	Oct. 8		9
	" 15	..	240	Switzerland	" 22		5
	" 30	..	184	Nederland	Nov. 5		5
	Nov. 12	..	89	Pennland	" 19		9
	" 27	..	88	Switzerland	Dec. 3		18
	Dec. 14	..	88	Nederland	" 19		11
	" 26	..	115	Pennland			
	23 Trips	1	5854	Totals	21 Trips		254

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SCANDINAVIAN-AMERICAN LINE.

Table XLVII.

NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 17	6	19	57	Hekla	Jan. 21	..	6	25	
Feb. 6	3	26	57	Norge	Feb. 11	..	10	22	
" 13	5	3	60	Island	" 22	2	6	11	
Mar. 1	20	33	131	Hekla	Mar. 8	4	8	34	4112
" 23	..	10	235	Norge	" 30	1	5	18	
" 26	17	65	742	Oscar II	Apr. 2	21	42	119	
Apr. 12	4	9	215	Island	" 19	5	18	19	
" 25	4	25	417	Hekla	May 3	20	23	41	
May 6	55	111	938	Oscar II	" 14	120	123	756	
" 16	2	23	333	Norge	" 24	16	35	78	
" 30	2	17	403	Island	June 7	27	26	91	
June 12	..	20	264	Hekla	" 21	35	21	40	
" 16	64	92	822	Oscar II	" 25	144	93	542	
July 5	3	27	270	Norge	July 12	14	32	84	
" 18	3	10	175	Island	" 26	6	13	41	
" 28	66	61	660	Oscar II	Aug. 6	50	49	239	
Aug. 21	14	44	322	Norge	" 30	5	9	47	4113
Sept. 5	24	34	199	Island	Sept. 13	..	8	29	
" 8	114	102	1117	Oscar II	" 17	31	48	218	
" 25	43	49	518	Hekla	Oct. 4	3	13	58	
Oct. 9	15	49	276	Norge	" 18	1	7	35	
" 20	122	102	1075	Oscar II	" 29	20	37	236	
Nov. 3	20	31	215	Island	Nov. 8	2	6	34	
" 17	12	35	137	Hekla	" 22	..	12	24	
" 29	..	10	137	Norge					
Dec. 2	57	90	670	Oscar II	Dec. 9	51	92	637	
" 21	3	16	114	Island	" 27	..	10	13	
27 Trips	678	1113	10559	Totals	26 Trips	578	752	3491	

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Table XLVIII.

WHITE STAR LINE.

NEW YORK—LIVERPOOL.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Majestic	Jan. 1	77	31	53
	Jan. 5	66	..	127	Cymric	" 8	96	..	112
	" 9	118	65	134	Teutonic	" 15	143	65	128
	" 17	45	..	115	Germanic	" 22	57	..	74
	" 24	190	109	239	Celtic*				
4115	" 30	273	128	246	Oceanic	Feb. 5	303	119	162
	Feb. 9	92	..	247	Cymric	" 12	65	..	79
	" 14	50	..	202	Germanic	" 19	27	..	58
	" 20	104	122	193	Teutonic	" 26	97	57	128
	" 26	187	180	612	Oceanic	Mar. 5	193	78	164
	Mar. 6	82	110	345	Majestic	" 12	123	50	128
	" 14	46	..	575	Germanic	" 19	61	..	160
	" 20	112	135	519	Teutonic	" 26	157	87	161
	" 26	234	204	1168	Oceanic	Apr. 2	270	117	301
	Apr. 3	153	159	718	Majestic	" 9	146	122	150
	" 11	52	..	769	Germanic	" 16	93	..	93
	" 17	194	214	948	Teutonic	" 23	174	179	225
	" 21	75	..	1362	Cymric	" 25	155	..	60
4116	" 24	293	257	1186	Oceanic	" 30	276	273	441
	May 1	151	235	971	Majestic	May 7	156	159	252
	" 3	402	..	2067	Celtic	" 9	185	128	373
	" 8	95	..	672	Germanic	" 14	84	..	191
	" 15	97	187	777	Teutonic	" 21	184	199	336
	" 19	43	..	758	Cymric	" 23	158	..	82
	" 21	257	203	915	Oceanic	" 28	362	204	832
	" 29	95	112	616	Majestic	June 4	236	172	476
	" 31	190	99	1049	Celtic	" 6	297	165	1199
	June 5	56	..	463	Germanic	" 11	163	..	266
	" 12	96	152	452	Teutonic	" 17	229	177	502
	" 16	60	..	591	Cymric	" 20	193	..	147
	" 18	163	189	570	Oceanic	" 25	336	261	604

"	25	56	78	266	Majestic	July	2	284	172	365
"	29	158	104	662	Celtic	"	4	309	193	575
July	10	148	147	527	Teutonic	"	16	218	189	391
"	14	79	..	357	Cymric	"	18	124	..	75
"	16	298	222	589	Oceanic	"	23	248	220	392
"	24	127	204	344	Majestic	"	30	133	220	253
"	31	313	174	882	Celtic	Aug.	6	311	176	372
Aug.	7	89	..	350	Germanic	"	13	52	..	145
"	13	149	223	350	Teutonic	"	20	58	157	174
"	17	142	..	447	Cymric	"	22	57	..	60
"	20	304	279	768	Oceanic	"	27	172	139	279
"	27	287	176	468	Majestic	Sept.	3	55	89	148
"	30	336	226	1238	Celtic	"	5	137	69	186
Sept.	4	167	..	368	Germanic	"	10	45	..	132
"	10	293	173	655	Teutonic	"	17	62	127	146
"	14	213	..	724	Cymric	"	19	29	..	43
"	17	389	262	1194	Oceanic	"	24	154	138	229
"	24	294	174	820	Majestic	Oct.	1	111	83	103
"	28	326	230	2005	Celtic	"	3	213	100	178
Oct.	2	147	..	488	Germanic	"	8	51	..	132
"	8	268	199	653	Teutonic	"	15	94	96	181
"	13	185	..	498	Cymric	"	17	49	..	65
"	15	378	260	907	Oceanic	"	22	164	88	301
"	23	142	222	393	Majestic	"	29	61	69	104
"	26	262	223	974	Celtic	"	31	175	69	177
"	31	47	..	281	Germanic	Nov.	5	29	..	103
Nov.	5	87	183	289	Teutonic	"	12	82	63	206
"	10	63	..	322	Cymric	"	18	40	..	32
"	12	314	209	460	Oceanic	"	19	173	93	355
"	20	111	116	374	Majestic	"	26	89	92	255
"	28	272	121	588	Celtic	Dec.	3	183	128	684
Dec.	5	86	80	264	Teutonic	"	10	97	132	394
"	11	185	134	489	Oceanic	"	17	129	147	323
"	20	56	..	298	Cymric	"	24	40	..	86
"	26	176	106	317	Celtic	"	31	182	45	140
65 Trips		11018	7385	40215	Totals	65 Trips		9506	5737	15727

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*Celtic sailed Eastbound Feb. 8, 1902, with 826 first cabin—Clark's Mediterranean and Orient cruise. Accounted for in Table II.

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Table XLIX.

WILSON LINE.

New York—Hull.

	N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
	Jan. 6	5	Consuelo		
			Buffalo	Mar. 16	3
			Buffalo	Apr. 26	11
4121	May 15	9	Consuelo	May 24	5
			Buffalo	June 8	12
			Toronto	" 14	8
			Colorado	" 17	21
	July 1	5	Consuelo*	July 12	12
	" 22	2	Toronto	Aug. 4	8
	Aug. 2	3	Colorado	" 12	6
	" 14	7	Consuelo*	" 26	4
	" 25	2	Martello		
	Sept. 7	2	Hindoo		
	" 8	14	Toronto*	Sept. 21	5
	" 21	16	Colorado		
	" 26	12	Buffalo		
4122	Oct. 2	5	Consuelo	Oct. 12	8
	" 27	8	Toronto	Nov. 8	3
	Nov. 7	16	Colorado	" 16	1
	" 18	1	Consuelo*	" 30	8
	Dec. 16	3	Toronto*		
	16 Trips	110	Totals	15 Trips	115

*Westbound passengers landed at Boston.

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Table L.

MISCELLANEOUS TABLES.

MEDITERRANEAN—NEW YORK.

N. Y. Arrival	Westbound I	II	III	Steamer	
May 4	..	..	812	Attivita†	(Naples)
" 12	2	..	377	Leon XIII*	(")
" 15	..	19	692	Regina Elena†	(")
" 26	18	..	942	Rio Amazonas†	(")
June 2	..	..	405	Equita†	(")
" 11	2	..	89	Buenos Aires*	(")
" 11	..	..	348	Governor†	(")
July 12	5	5	91	Manuel Caloo*	(")
Aug. 11	4	..	64	Montivideo*	(")
Sept. 11	11	14	6	Montserrat*	(")
Oct. 13	4	4	368	Leon XIII*	(")
" 28	..	..	10	Burgundia (Fabre, Marseilles)	
Nov. 8	1	..	16	Gergovia (Fabre, Marseilles)	
" 11	2	8	304	Buenos Aires*	(Naples)
Dec. 15	9	10	175	Manuel Caloo*	(")
15 Trips	58	60	4699	Totals	

CONTINENTAL—HALIFAX.

Halifax Arrival	I	III	Steamer
Apr. 21	6	758	Manchester Shipper‡ (Christina)
June 12	2	233	Manchester Stipper‡ (Havre)
2 Trips	8	991	Totals

‡Franco-Canadian S. N. Co.

*Of Campagnia Transatlantic of Barcelona—unofficial figures, known to be incomplete, but official returns refused by that Line.

†"Outside" steamers.

Note—It could not be ascertained whether there have been any Eastbounds by any of these steamers marked * †. The probability is that some were carried.

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For Private Circulation Only
(Printed Annual Report No. 5.)

1903

REPORT OF THE

TRANS-ATLANTIC PASSENGER MOVEMENT

CALENDAR YEAR 1903.

4127 Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

New York, March 2, 1904.

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Table I.

Statement of East and Westbound Trans-Atlantic Passenger Movement for the Calendar Year 1903, showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1902 for all ports.

NEW YORK.

Westbound					Eastbound				
I	II	III	Trips		Trips	I	II	III	
295	1635	1661	28	Allan-State (Glasgow)	23	271	535	410	4136
4471	6084	16027	44	American (Southampton)	45	2793	3152	9199	
1997	6823	11909	43	Anchor (Glasgow)	43	1912	3618	4775	
90	....	26601	32	" (Medit.)	20	90	....	7289	
3624	....	....	54	Atlantic Transport (London)	54	3875	....	....	
6578	11863	33781	65	Cunard (Liverpool)	63	6473	7963	12273	
74	....	240	1	" (Medit.)	3	166	....	3428	
168	....	25009	29	Fabre (Medit.)	17	255	....	8987	
4019	7351	51445	59	French (Havre)	60	3938	4115	10666	
				" (Medit. via Havre)	59	....	....	14379	
6125	6948	24676	37	Hamburg. Express (Hamburg)	35	5764	4115	9997	
2785	7083	65354	48	" Regular (")	45	2664	3858	9392	
217	....	1447	2	" Express (Medit.)	3	515	....	1026	
194	727	17828	16	" Regular (")	15	467	68	5568	4137
....	....	5408	18	" Union (Hamburg)					
....	20	1022	9	" (Levante)					
3029	5437	36763	45	Holland (Rotterdam)	46	2977	2734	10613	
162	....	2046	5	Ins. Nav. Co. (Azores-Lisbon)	5	45	....	906	
786	....	31172	26	La Veloce (Medit.)	21	444	....	10162	
98	....	2740	12	Linha Portuguezes (Az.-Lisbon)	8	9	....	503	
581	972	27360	32	Navigazione (Medit.)	26	769	448	10627	
10375	9568	22896	33	N. Ger. Lloyd, Exp. (Bremen)	32	8662	5110	21049	
3210	8869	65809	56	" " " Reg. (")	45	3725	4518	9520	
2335	1512	29576	30	" " " (Medit.)	30	3299	148	14165	
93	....	16228	19	Prince (Medit.)	17	19	....	5331	
2597	6375	54697	51	Red Star (Antwerp)	51	2911	3859	12597	

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814	1981	15307	38	Scandinavian-Am. (Scand.)	35	607	1018	4441
12451	9638	45468	81	White Star (Liverpool)	80	11724	7231	25300
....	422	....	13	White Star-Leyland (Liverpool)	13	....	275	....
79	....	....	16	Wilson (Hull)	15	87	....	....
256	175	12413	22	Miscellaneous	8	870	....	92
67503	93483	644883	964	Totals	917	65331	52765	222695
				CANADIAN PORTS.				
3593	8518	24133	52	Allan (Liverpool)	52	2432	3382	5167
309	4108	3480	27	" (Glasgow)	13	162	395	131
557	1404	3146	23	" (Liverpool-Halifax)	20	223	31	57
60	1350	11466	13	Beaver-Elder, Dempster (L'pool)	14	230	104	255
860	1634	23400	33	Can.Pac.Ry.Atl.Service (L'pool)	32	724	899	2028
....	325	....	20	" " " " " (Bristol)	16	....	204	3
954	4048	8269	24	Dominion (Liverpool)	25	742	548	1052
....	....	14085	17	Hamburg, Hansa (Hamburg)				
6333	21387	87979	209	Totals	172	4513	5563	8693
				BOSTON.				
....	273	738	8	Allan (Glasgow)				
1639	3606	27747	31	Cunard (Liverpool)	31	1526	1736	5665
2975	4337	11032	28	Dominion (Liverpool)	30	2334	1849	4051
715	1061	17765	21	" (Medit.)	19	1900	184	3265
844	....	....	36	Leyland (Liverpool)	35	640	....	....
105	96	489	4	White Star (Liverpool)	2	18	41	210
				" " (Medit.)	1	133	....	1529
....	....	2767	16	Miscellaneous	16	....	....	807
6278	9373	60538	144	Totals	134	6551	3810	15527
				PHILADELPHIA.				
....	3777	17422	48	American (Liverpool)	48	....	2656	3632
....	....	7554	23	Red Star (Antwerp)	23	....	2	251
....	3777	24976	71	**Totals**	71	....	2658	3883

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BALTIMORE.

....	2559	71002	54	N. Ger. Lloyd (Bremen)	40	....	1409	2741

NEW ORLEANS.

....	....	834	1	Fabre (Medit.)				
188	....	....	19	Leyland (Liverpool-London)	25	217	....	....
113	....	2475	3	Navigazione (Medit.)	3	11	....	396
301	....	3309	23	Totals	28	228	....	396

GALVESTON.

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....	327	2239	15	N. Ger. Lloyd (Bremen)	16	....	190	285
80415	130906	894926	1480	Grand totals, 1903	1378	76623	66395	254220
77018	97215	763730	1338	Grand totals, 1902	1207	74371	58836	178562

Table II.

Division of the Passenger Business by Groups of Lines.

Westbound				BRITISH.		Eastbound			
I	II	III	Trips		Trips	I	II	III	4143
3593	8518	24133	52	Allan (Mont.-L'pool)	52	2432	3382	5167	
309	4108	3480	27	" (Glasgow-Mont.)	13	162	395	131	
....	273	738	8	" (" -Bost.)					
557	1404	3146	23	" (L'pool-H'fax)	20	223	31	57	
295	1635	1661	28	Allan-State (N. Y.-Glasgow)	23	271	535	410	
4471	6084	16027	44	American (N. Y.-So'hampton)	45	2793	3152	9199	
....	3777	17422	48	" (Phil.-L'pool)	48	....	2656	3632	
1997	6823	11909	43	Anchor (N. Y.-Glasgow)	43	1912	3618	4775	
3624	....	....	54	At. Transport (N. Y.-London)	54	3875	....	....	
60	1350	11466	13	Beaver-Elder,Dmp.(Mont-L'pool)	14	230	104	255	

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860	1634	23400	33	Can.Pc.Ry.Atl.Ser. (Mont.-L'pool)	32	724	899	2028
....	325	....	20	" " " " " (Mont.-Bristol)	16	....	204	3
6578	11863	33781	65	Cunard (N. Y.-L'pool)	63	6473	7963	12273
1639	3606	27747	31	" (Bost.-L'pool)	31	1526	1736	5665
954	4048	8269	24	Dominion (Mont.-L'pool)	25	742	548	1052
2975	4337	11032	28	" (Bost.- ")	30	2334	1849	4051
844	....	....	36	Leyland (Bost.-L'pool)	35	640	....	....
188	....	....	19	" (N. O.- " , London)	25	217	....	....
814	1981	15307	38	Scand.-Am. (N. Y.-Scand.)	35	607	1018	4441
12451	9638	45468	81	White Star (N. Y.-L'pool)	80	11724	7231	25300
105	96	489	4	" " (Bost.-L'pool)	2	18	41	210
....	422	....	13	White Star-Leyland (N.Y.-L'pool)	13	....	275	....
79	....	....	16	Wilson (N. Y.-Hull)	15	87	....	....
42393	71922	255475	748	Totals	714	36990	35637	78649

CONTINENTAL.

4019	7351	51445	59	French (N. Y. Havre)	60	3938	4115	10666
6125	6948	24676	37	Hamburg Exp. (N. Y.-H'burg)	35	5764	4115	9997
2785	7083	65354	48	" Reg. (" ")	45	2664	3858	9392
....	....	5408	18	" Union (H'burg-N. Y.)				
	....	14085	17	" Hansa (" H'fax)				
3029	5437	36763	45	Holland (N. Y.-Rotterdam)	46	2977	2734	10613
10375	9568	22896	33	N. Ger. Lloyd, Ex. (N. Y.-B'm)	32	8662	5110	21049
3210	8869	65809	56	" " Reg. (N. Y.-B'm)	45	3725	4518	9520
....	2559	71002	54	" " (Balto-Bremen)	40	....	1409	2741
....	327	2239	15	" " (Galv.- ")	16	....	190	285
2597	6375	54697	51	Red Star (N. Y.-Antwerp)	51	2911	3859	12597
....	....	7554	23	" (Phil.- ")	23	....	2	251
32140	54517	421928	456	Totals	393	30641	29910	87111

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MEDITERRANEAN.

90	....	26601	32	Anchor (N. Y.-Medit.)	20	90	....	7289
74	....	240	1	Cunard (N. Y.-Medit.)	3	166	....	3428
715	1061	17765	21	Dominion (Bost.-Medit.)	19	1900	184	3265
168	....	25009	29	Fabre (N. Y.-Medit.)	17	255	....	8987
....	....	834	1	" (N. O.-Medit.)				
				French (N. Y.-Medit. via Havre)	59	....	....	14379
217	....	1447	2	Hamburg Exp. (N. Y.-Medit.)	3	515	....	1026
194	727	17828	16	" Reg. (N. Y.-Medit.)	15	467	68	5568
....	20	1022	9	" (Levante-N. Y.)				
786	....	31172	26	La Veloce (N. Y.-Medit.)	21	444	....	10162
581	972	27360	32	Navigazione (N. Y.-Medit.)	26	769	448	10627
113	....	2475	3	" (N. O.- ")	3	11	....	396
2335	1512	29576	30	N. Ger. Lloyd (N. Y.-Medit.)	30	3299	148	14165
93	....	16228	19	Prince (N. Y.-Medit.)	17	19	....	5331
				White Star (Bost.-Medit.)	1	133	....	1529
256	175	12413	22	Miscellaneous (N. Y.-Medit.)	2	870	....	....
5622	4467	209970	243	Totals	236	8938	848	86152

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MISCELLANEOUS.

....	....	2767	16	Dominion (Bost.-Azores)	15	....	....	752
162	....	2046	5	Ins. Nav. Co. (New Bedford-Lisbon)	5	45	....	906
98	....	2740	12	Linha Portuguezes (N. Y.-Lisbon)	8	9	....	503
				Prince (N. Y.-Azores)	6	....	....	92
				White Star (Bost.-Azores)	1	....	....	55
260	....	7553	33	Totals	35	54	....	2308

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Table III.

ALLAN LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL
HALIFAX (WINTER)

	Mont. St. John Halifax Arrival	Westbound I	II	III	Steamer	Mont. St. John Halifax Departure	Eastbound I	II	III
4151					Bavarian	Jan. 6	43	32	27
	Jan. 4	3	16	140	Tunisian	" 13	48	41	32
	" 13	19	46	145	Corinthian	" 20	7	16	22
	" 19	38	43	148	Pretorian	" 27	21	17	32
	" 27	24	79	255	Numidian	Feb. 3	11	20	46
	Feb. 2	23	84	245	Parisian	" 10	28	23	29
	" 12	22	56	150	Mongolian	" 19	8	17	17
	" 18	40	131	180	Corinthian	" 24	9	21	62
	" 24	38	50	279	Pretorian	Mar. 3	18	34	19
	Mar. 5	11	131	215	Numidian	" 11	4	24	23
	" 8	115	305	901	Tunisian	" 16	64	117	73
	" 15	68	194	390	Parisian	" 24	25	23	53
	" 23	43	131	318	Corinthian	" 31	12	22	51
4152	" 28	125	285	1126	Bavarian	Apr. 7	28	54	53
	Apr. 8	48	138	737	Numidian	" 14	17	38	43
	" 10	150	310	1067	Tunisian	" 21	34	72	92
	" 19	61	100	304	Pretorian	" 28	22	63	29
	" 29	47	132	313	Corinthian	May 8	20	76	53
	May 2	148	311	1189	Bavarian	" 9	67	88	81
	" 7	103	151	964	Ionian	" 16	27	63	106
	" 15	130	290	1120	Tunisian	" 23	95	160	173
	" 23	75	190	406	Parisian	" 30	83	87	72
	June 1	44	114	277	Pretorian	June 7	43	79	96
	" 6	91	304	1057	Bavarian	" 13	132	118	133

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"	13	63	150	874	Ionian	"	20	109	102	79
"	20	101	270	735	Tunisian	"	27	179	175	140
"	27	46	190	420	Parisian	July	4	134	114	142
July	5	12	120	270	Pretorian	"	11	36	76	78
"	11	70	297	947	Bavarian	"	18	80	78	118
"	18	52	182	400	Ionian	"	25	47	52	96
"	24	114	287	698	Tunisian	Aug.	1	105	112	101
"	31	90	161	443	Parisian	"	8	53	58	72
Aug.	8	58	113	284	Pretorian	"	15	23	42	72
"	14	175	245	849	Bavarian	"	22	69	72	102
"	22	86	180	370	Ionian	"	29	31	44	63
"	28	195	260	620	Tunisian	Sept.	5	88	114	150
Sept.	5	150	125	360	Parisian	"	12	53	93	120
"	12	66	108	307	Pretorian	"	19	20	41	65
"	18	188	251	680	Bavarian	"	26	68	68	130
"	25	71	184	307	Ionian	Oct.	3	59	21	80
Oct.	2	166	264	445	Tunisian	"	10	90	85	269
"	9	53	186	266	Parisian	"	17	29	104	115
"	18	42	126	262	Pretorian	"	24	10	39	75
"	23	91	251	426	Bavarian	"	31	52	72	125
"	30	28	128	216	Ionian	Nov.	7	29	35	143
Nov.	7	57	206	304	Tunisian	"	14	49	74	261
"	16	29	163	281	Parisian	"	21	33	79	251
"	21	7	78	230	Pretorian	Dec.	1	17	23	153
"	27	32	109	240	Bavarian	"	8	44	122	373
Dec.	4	15	69	379	Ionian	"	15	26	88	205
"	12	47	98	264	Tunisian	"	22	20	38	151
"	19	6	73	190	Parisian	"	29	13	56	21
"	28	17	53	140	Pretorian					
52	Trips	3593	8518	24133		Totals 52	Trips	2432	3382	5167

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Table IV.

ALLAN LINE.

GLASGOW—MONTREAL.

	Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
	Apr. 3	..	208	260	*Sardinian				
	" 9	28	233	233	*Laurentian				
	" 22	..	113	360	*Pomeranian				
	" 29	3	158	278	Sarmatian				
	May 5	19	195	385	*Mongolian				
4157	" 13	..	208	197	Sardinian	May 22	..	32	15
	" 19	..	144	53	*Laurentian				
	" 20	25	220	95	Sicilian	" 30	19	30	5
	" 27	..	117	100	Pomeranian				
	June 10	27	127	295	Corinthian				
	" 16	..	76	44	Buenos Ayrean	June 17	26	32	20
	" 23	..	212	165	Sardinian	July 1	..	66	..
	" 30	26	222	190	Sicilian	" 8	34	74	12
	July 14	31	141	148	Corinthian	" 22	26	16	11
	" 21	..	105	36	Pomeranian				
	" 27	..	135	124	Sardinian	Aug. 5	..	7	3
	Aug. 3	29	157	69	Sicilian	" 12	12	23	7
	" 17	30	135	55	Corinthian	" 26	14	25	20
4158	" 24	..	120	25	Buenos Ayrean				
	" 31	..	170	40	Sardinian				
	Sept. 8	31	215	42	Sicilian	Sept. 18	14	31	16
	" 23	..	122	80	Pomeranian				
	" 28	21	130	25	Corinthian	Oct. 8	4	29	11
	Oct. 6	..	80	25	Sardinian				
	" 12	26	163	60	Sicilian	" 22	4	19	6
	Nov. 5	13	140	70	Corinthian	Nov. 14	9	11	5
	" 12	..	62	26	Sardinian				
	27 Trips	309	4108	3480	Totals	13 Trips	162	395	131

*Passengers landed at Halifax.

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Table V.

ALLAN LINE.

GLASGOW—BOSTON.

Boston Arrival	Westbound II	III	Steamer
May 4	47	200	Buenos Ayrean
" 26	18	183	Corean
June 13	30	96	Sarmatian
July 5	6	47	Corean
" 27	25	78	Sarmatian
Aug. 16	26	24	Corean
Sept. 7	55	59	Sarmatian
" 29	66	51	Buenos Ayrean
8 Trips	273	738	Totals

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Table VI.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—
ST. JOHNS, N. F.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
					Carthaginian	Jan. 9	16	2	2
	Jan. 17	..	..	1	Buenos Ayrean	" 26	15	..	1
	" 28	2	..	..	Peruvian	Feb. 9	3	..	..
4163	Mar. 20	9	79	222	Siberian				
	" 28	..	225	420	Carthaginian				
	Apr. 9	..	242	122	Sicilian				
	" 14	..	23	450	Corean				
					Peruvian	May 2	6	..	..
	" 30	46	75	314	Siberian	" 14	9	1	..
	May 13	28	263	300	Carthaginian	" 29	8	1	..
					Peruvian	June 10	2	..	..
	" 27	22	..	..	City of Bombay	" 13	15	1	2
	June 12	16	66	185	Siberian	" 27	7	..	3
	" 24	54	82	82	Carthaginian	July 9	37	1	..
	July 8	47	..	..	City of Bombay	" 24	11	..	..
	" 20	20	..	386	Siberian	Aug. 6	16	2	..
4164	Aug. 5	57	58	162	Carthaginian	" 20	12	1	..
	" 20	66	5	2	City of Bombay	Sept. 3	24	1	3
	Sept. 4	43	49	45	Siberian	" 17	10	..	3
	" 14	68	53	84	Carthaginian	Oct. 1	3	8	11
	Oct. 1	7	42	68	Corean	" 19	5	6	9
	" 13	35	70	112	Siberian	" 31	8	1	3
	" 29	16	50	91	Carthaginian	Nov. 14	12	4	6
	Nov. 17	5	8	67	Corean	Dec. 3	4	2	14
	" 26	9	12	22	Siberian				
	Dec. 9	7	2	11	Carthaginian				
	23 Trips	557	1404	3146	Totals	20 Trips	223	31	57

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Table VII.

ALLAN STATE LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 4	..	17	139	Sardinian	Jan. 10	..	14	3	
" 16	..	31	66	Laurentian					
Feb. 5	..	23	74	Pomeranian					
" 15	2	25	61	Carthaginian	Feb. 21	2	6	6	
Mar. 3	1	35	33	Laurentian	Mar. 7	..	14	21	
" 14	2	50	97	Pomeranian					4166
" 30	11	64	125	Mongolian	Apr. 4	6	10	10	
Apr. 11	2	15	15	Laurentian	" 16	..	23	8	
" 25	..	4	76	Pomeranian					
May 8	9	36	74	Mongolian	May 14	34	32	9	
" 21	1	58	44	Laurentian	" 28	13	38	6	
June 3	11	27	49	Numidian	June 11	19	79	19	
" 16	2	67	100	Mongolian	" 25	82	90	8	
" 30	5	48	41	Laurentian	July 9	15	51	17	
July 8	12	24	28	Numidian	" 30	16	21	10	
" 23	9	41	34	Mongolian	" 16	25	24	5	
Aug. 5	7	41	37	Laurentian	Aug. 13	6	17	15	
" 13	4	29	31	Numidian	" 20	9	3	9	
" 27	33	155	31	Mongolian	Sept. 3	12	28	39	4167
Sept. 9	36	230	75	Laurentian	" 17	7	9	8	
" 24	62	202	52	Numidian	Oct. 1	1	10	25	
Oct. 1	43	104	47	Mongolian	" 8	4	10	10	
" 14	21	96	39	Laurentian	" 22	3	13	71	
" 31	10	54	59	Numilian	Nov. 5	5	5	27	
Nov. 6	2	23	23	Mongolian	" 12	6	10	12	
" 21	5	52	51	Laurentian					
Dec. 5	3	39	56	Siberian	Dec. 10	6	19	37	
" 18	2	45	104	Corinthian	" 24	..	9	35	
28 Trips	295	1635	1661	Totals	23 Trips	271	535	410	

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Table VIII.

AMERICAN LINE.

New York—Southampton.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 4	95	55	122	St. Paul	Jan. 7	54	56	53
	" 17	80	73	126	St. Louis				
	" 18	63	69	220	Philadelphia	" 21	66	50	64
4169					Friesland	28	11	22	29
	Feb. 2	73	106	292	St. Paul	Feb. 5	42	34	83
	" 15	46	73	304	Philadelphia	" 18	37	63	69
	" 23	36	108	247	St. Paul	" 25	20	20	56
	Mar. 8	82	82	394	Philadelphia	Mar. 11	30	12	98
	" 15	56	81	509	St. Paul	" 18	38	40	88
	" 28	44	109	619	Philadelphia	Apr. 1	38	43	118
					New York	" 15	55	83	106
	Apr. 18	47	164	593	Philadelphia	" 22	51	84	100
	" 26	54	119	585	St. Paul	" 29	82	78	98
	May 3	45	133	608	New York	May 6	81	93	114
	" 9	24	117	566	Philadelphia	" 13	57	88	165
	" 16	46	114	460	St. Paul	" 20	78	101	170
4170	" 23	36	89	358	New York	" 27	120	72	153
	" 30	37	102	489	Philadelphia	June 3	115	153	332
	June 7	84	172	350	St. Paul	" 10	144	143	325
	" 13	69	117	428	New York	" 17	140	156	153
	" 20	51	112	303	Philadelphia	" 24	167	130	138
	" 27	145	148	358	St. Paul	July 1	249	168	211
	July 4	94	134	269	New York	" 8	133	145	155
	" 11	85	135	355	Philadelphia	" 15	90	83	228
	" 19	92	105	377	St. Paul	" 22	114	112	154
	Aug. 1	191	185	417	New York	Aug. 5	76	59	197
	" 8	139	213	216	Philadelphia	" 12	57	66	236
	" 15	156	191	280	St. Paul				

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				St. Louis	" 19	42	43	203	
"	22	150	241	229	New York	" 26	48	50	207	
"	29	215	248	471	Philadelphia	Sept. 2	29	79	241	
Sept.	5	342	208	424	St. Louis	" 9	35	60	248	
"	12	287	267	389	New York	" 16	38	54	196	
"	19	277	235	427	Philadelphia	" 23	28	50	190	
"	26	242	209	513	St.Louis	" 30	29	59	181	
Oct.	3	124	267	343	New York	Oct. 7	33	51	205	
"	10	134	223	476	Philadelphia	" 14	16	58	265	
"	17	150	143	343	St. Louis	" 21	17	36	207	
"	24	64	165	333	New York	" 28	19	30	277	
"	31	78	122	286	Philadelphia	Nov. 7	30	42	258	
Nov.	7	43	111	288	St. Louis	" 14	35	86	184	4172
"	14	74	107	324	New York	" 21	34	48	637	
					St. Paul	" 28	32	43	276	
"	28	64	164	481	Philadelphia	Dec. 5	63	57	620	
Dec.	5	50	74	260	St. Louis	" 12	46	78	529	
"	14	57	61	242	New York	" 19	50	52	458	
"	20	97	105	175	St. Paul	" 26	24	22	124	
"	26	53	28	178	Philadelphia					
44	Trips	4471	6084	16027	Totals	45 Trips	2793	3152	9199	

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Table IX.

AMERICAN LINE.

Philadelphia—Liverpool.

Date Arrival	Westbound II	Westbound III	Steamer	Date Departure	Eastbound II	Eastbound III
			Belgenland	Jan. 4	4	22
Jan. 5	27	181	Haverford	" 10	14	16
" 14	37	136	Noordland	" 18	7	32
4175 " 23	22	108	Rhynland	" 26	1	15
" 26	36	178	Westernland	" 31	9	23
Feb. 5	14	226	Belgenland	Feb. 8	2	36
" 11	66	266	Haverford	" 14	26	28
" 18	22	153	Noordland	" 22	11	24
Mar. 1	13	148	Rhynland	Mar. 4	3	20
" 5	51	226	Westernland	" 8	21	36
" 11	25	210	Belgenland	" 15	9	32
" 16	60	611	Haverford	" 22	56	52
" 23	40	519	Noordland	" 24	33	31
Apr. 7	40	753	Friesland	Apr. 11	36	38
" 12	94	682	Westernland	" 18	85	60
" 20	40	562	Belgenland	" 25	43	59
" 27	126	753	Haverford	May 2	110	89
4176 May 5	89	568	Noordland	" 9	66	39
" 10	114	621	Friesland	" 16	95	97
" 16	75	584	Westernland	" 23	138	93
" 30	28	460	Belgenland	June 1	133	42
June 1	138	749	Haverford	" 6	121	185
" 7	88	567	Noordland	" 13	132	94
" 13	80	378	Friesland	" 20	175	106
" 21	76	283	Westernland	" 27	158	125
" 29	48	267	Belgenland	July 4	90	114
July 5	120	342	Haverford	" 11	117	150
" 13	87	362	Noordland	" 18	149	81

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"	19	99	319	Friesland	" 25	120	88
"	26	168	273	Westernland	Aug. 1	111	96
Aug.	9	130	520	Haverford	" 15	122	84
"	16	54	279	Noordland	" 22	56	48
"	22	128	305	Friesland	" 29	37	71
"	30	158	278	Westernland	Sept. 5	54	79
Sept.	7	103	237	Belgenland	" 12	17	79
"	13	126	497	Haverford	" 19	48	68
"	21	131	368	Noordland	" 26	17	59
"	26	163	330	Friesland	Oct. 3	27	54
Oct.	4	107	313	Westernland	" 10	29	85
"	12	25	180	Belgenland	" 17	17	38
"	18	129	383	Haverford	" 24	29	106
"	26	100	219	Noordland	" 31	13	147
Nov.	1	149	219	Friesland	Nov. 7	31	138
"	9	70	324	Westernland	" 14	12	176
"	23	81	429	Haverford	" 28	34	107
"	30	44	307	Noordland	Dec. 5	17	118
Dec.	6	55	220	Friesland	" 12	14	134
"	23	83	366	Merion	" 28	7	118
"	27	18	163	Westernland			
48 Trips		3777	17422	Totals	48 Trips	2656	3632

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Table X.

ANCHOR LINE.

New York—Glasgow.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Anchoria	Jan. 3	7	34	39
	Jan. 3	13	37	113	Furnessia	" 17	9	25	25
	" 24	2	37	84	Ethiopia	Feb. 1	8	18	37
	Feb. 9	9	56	132	Anchoria	" 14	4	34	43
	" 19	9	82	140	Furnessia	" 28	12	30	50
4181	Mar. 11	6	84	137	Ethiopia	Mar. 14	4	11	34
	" 18	5	98	135	Astoria	" 21	8	20	40
	" 30	21	191	651	Columbia	Apr. 4	35	70	125
	Apr. 10	5	120	297	Anchoria	" 14	8	27	48
	" 12	13	206	531	Furnessia	" 18	37	50	55
	" 20	15	178	188	Astoria	" 25	23	74	32
	" 27	43	360	716	Columbia	May 2	105	169	173
	May 6	1	87	276	Ethiopia	" 9	16	39	40
	" 11	8	165	309	Anchoria	" 16	37	80	31
	" 16	16	141	349	Furnessia	" 23	80	134	88
	" 24	74	235	757	Columbia	" 30	222	271	206
	June 1	26	127	312	Astoria	June 6	57	238	111
	" 9	3	84	306	Ethiopia	" 13	75	93	57
	" 14	13	93	226	Anchoria	" 20	75	176	78
4182	" 21	44	180	325	Columbia	" 27	307	235	408
	" 28	20	104	221	Furnessia	July 4	134	311	134
	July 5	21	77	127	Astoria	" 11	58	219	76
	" 13	9	59	128	Ethiopia	" 18	39	83	81
	" 19	77	192	338	Columbia	" 25	141	172	186
	" 26	17	76	226	Anchoria	Aug. 1	29	72	93
	Aug. 2	63	119	176	Furnessia	" 8	39	75	129
	" 10	63	177	168	Astoria	" 15	16	39	75
	" 16	177	351	444	Columbia	" 22	57	95	90
	" 25	71	120	169	Ethiopia	" 29	12	37	92
	" 30	86	191	260	Anchoria	Sept. 5	19	48	80

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Sept.	7	218	389	380	Furnessia	" 12	19	48	94
"	13	320	236	641	Columbia	" 19	71	112	193
"	21	111	186	249	Astoria	" 26	10	46	73
"	29	45	137	216	Ethiopia	Oct. 3	18	26	60
Oct.	5	46	198	206	Anchoria	" 10	12	22	82
"	11	141	375	469	Columbia	" 17	41	75	285
"	20	53	389	214	Furnessia	" 24	13	37	118
"	26	31	220	158	Astoria	" 31	10	42	131
Nov.	3	9	66	82	Ethiopia	Nov. 7	3	15	136
"	9	57	218	399	Columbia	" 14	32	62	325
"	23	13	149	181	Furnessia	" 28	8	66	180
"	30	6	90	134	Astoria	Dec. 5	2	58	197
Dec.	10	2	44	133	Ethiopia	" 19	..	30	145
"	25	15	99	206	Anchoria				
43 Trips		1997	6823	11909	Totals	43 Trips	1912	3618	4775

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Table XI.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Jan. 4	..	463	Hesperia	Jan. 13	..	77	71	3	3
" 20	2	717	Calabria	" 28	11	144	127	10	7
Feb. 4	..	423	Algeria						
" 15	3	1125	Perugia	Feb. 21	6	107	91	9	7
Mar. 1	..	948	Victoria						
4187 " 10	..	733	Karamania						
" 15	1	1211	Calabria	Mar. 24	..	75	65	7	3
" 25	..	624	Hesperia						
Apr. 3	2	1103	Bolivia						
" 6	3	1221	Perugia	Apr. 18	8	23	23	..	..
" 14	2	1081	Algeria						
" 25	..	1117	California						
May 6	1	971	Victoria						
" 11	3	1243	Calabria	May 16	6	132	121	8	3
" 23	..	638	Hesperia						
" 31	1	1124	Bolivia						
June 5	7	1254	Perugia	June 13	11	231	210	11	10
" 19	..	1097	Algeria						
" 30	1	668	California						
4188 July 8	14	690	Calabria	July 14	10	465	421	31	13
" 21	..	541	Victoria	Aug. 1	..	213	206	4	3
Aug. 1	5	585	Perugia	" 8	11	328	298	17	13
" 24	4	977	California	Sept. 5	..	233	217	12	4
Sept. 2	14	712	Calabria	" 12	6	279	251	17	11
" 21	1	518	Hesperia	" 26	..	522	482	30	10
" 30	6	595	Perugia	Oct. 5	8	364	346	11	7
Oct. 11	1	916	Victoria	" 17	..	230	213	8	9
" 26	..	777	California	" 31	..	309	301	6	2
Nov. 3	11	655	Calabria	Nov. 7	6	1221	1187	25	9
" 17	..	657	Hesperia	" 21	..	668	656	10	2
" 21	6	512	Perugia	" 28	6	1086	1069	9	8
Dec. 8	2	705	Victoria	Dec. 15	1	582	572	5	5
32 Trips	90	26601	Totals	20 Trips	90	7289	6927	233	129

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Table XII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON, SOUTHAMPTON.

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I	
		Minnehaha	Jan. 3	47	
Jan. 5	14	Mesaba	" 10	13	
" 16	22	Manitou	" 19	22	
" 19	44	Minnetonka	" 24	48	4190
" 27	40	Minneapolis	" 31	36	
Feb 3	34	Minnehaha	Feb. 7	48	
" 13	37	Mesaba	" 16	12	
" 18	24	Menominee	" 22	21	
" 22	31	Minnetonka	" 28	49	
Mar. 5	99	Minneapolis			
" 8	46	Minnehaha			
		Minneapolis	Mar. 9	53	
		Minnehaha	" 14	62	
" 18	24	Mesaba	" 21	36	
" 27	45	Menominee	" 30	80	
" 28	40	Minnetonka	Apr. 4	40	
Apr. 7	85	Minneapolis	" 11	77	
" 13	95	Minnehaha	" 18	137	4191
" 21	21	Manitou	" 25	98	
" 27	46	Minnetonka	May 2	121	
May 2	12	Menominee*	" 8	27	
" 4	99	Minneapolis	" 9	107	
" 11	43	Minnehaha	" 16	154	
" 18	6	Marquette*	" 23	109	
" 25	53	Minnetonka	" 30	157	
" 28	12	Manitou*	June 5	74	
June 1	57	Minneapolis	" 6	140	
" 8	90	Minnehaha	" 13	156	

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	" 12	6	Menominee*	" 19	99
	" 16	34	Mesaba	" 20	101
	" 23	39	Minnetonka	" 27	159
			Manitou	July 4	106
	July 7	88	Minnehaha	" 11	156
	" 14	39	Mesaba	" 18	80
	" 20	56	Minnetonka	" 25	128
	" 28	71	Minneapolis	Aug. 1	151
	" 28	25	Menominee	" 8	52
	Aug. 4	75	Marquette		
	" 11	35	Mesaba	" 15	42
	" 18	130	Minnetonka	" 22	60
4193	" 24	152	Minneapolis	" 29	43
	" 31	164	Minnehaha	Sept. 5	53
	Sept. 8	104	Mesaba	" 12	10
	" 14	158	Minnetonka	" 19	36
	" 21	159	Minneapolis	" 26	38
	" 28	156	Minnehaha	Oct 3	87
	Oct. 7	95	Mesaba	" 10	57
	" 12	142	Minnetonka	" 17	73
	" 20	146	Minneapolis	" 24	43
	" 27	114	Minnehaha	" 31	62
	Nov. 5	41	Menominee	Nov. 7	35
	" 10	43	Minnetonka	" 14	59
	" 16	135	Minneapolis	" 21	32
4194	" 23	106	Minnehaha	" 28	54
	" 29	26	Mesaba	Dec. 5	38
	Dec. 7	63	Minnetonka	" 12	61
	" 21	67	Minneapolis	" 26	36
	" 28	36	Minnehaha		
	54 Trips	3624	Totals	54 Trips	3875

* New York—Southampton Service.

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Table XIII.

BEAVER-ELDER, DEMPSTER LINE AND CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL.

Montreal St. John Arrival	Westbound I	II	III	Steamer	Montreal St. John Departure	Eastbound I	II	III
				BEAVER-ELDER, DEMPSTER LINE.				
				Lake Ontario	Jan. 3	3	8	32
Jan. 5	5	36	568	Lake Erie	" 11	11	16	17
" 13	6	17	305	Lake Megantic	" 18	3	..	13
" 20	14	51	524	Lake Champlain	" 27	6	10	25
Feb. 3	9	43	570	Lake Ontario	Feb. 10	11	1	19
" 10	10	30	591	Lake Erie	" 15	46	11	27
" 18	5	57	365	Lake Megantic	Mar. 2	45	2	8
Mar. 12	11	49	1263	Lake Ontario	" 15	9	3	20
" 13	..	174	962	Lake Simcoe	" 26	7	14	17
" 28	..	144	1260	Lake Erie	Apr. 2	17	6	6
Apr. 2	..	182	935	Lake Megantic	" 9	9	3	13
" 10	..	72	1532	Lake Ontario	" 16	4	4	22
" 11	..	337	1556	Lake Manitoba	" 21	27	11	20
" 16	..	158	1035	Lake Simcoe	" 25	32	15	16
				Totals—Beaver-Elder, Dempster				
13 Trips	60	1350	11466	Line	14 Trips	230	104	255
				CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.				
Apr. 28	57	52	1017	Lake Champlain	May 4	61	40	59
May 6	..	30	1549	Montrose				
" 8	9	94	1264	Lake Erie	" 16	35	39	34
" 16	125	151	1179	Lake Manitoba	" 21	52	43	61
" 24	..	12	1240	Mount Temple	" 30	..	1	6
" 31	61	51	882	Lake Champlain	June 4	63	39	103
June 6	..	..	923	Lake Michigan	" 12	..	4	9

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	" 13	32	50	716	Lake Erie	" 18	54	41	76
	" 20	46	135	624	Lake Manitoba	" 25	124	75	77
	" 27	..	14	828	Mount Temple	July 3	6	..	46
	July 2	44	45	755	Lake Champlain	" 9	41	62	69
	" 11	..	..	632	Lake Michigan	" 17	..	..	19
	" 17	16	46	661	Lake Erie	" 23	21	40	51
	" 25	54	151	698	Lake Manitoba	Aug. 6	30	111	75
	Aug. 1	..	14	702	Mount Temple	" 7	..	..	38
	" 7	38	47	800	Lake Champlain	" 13	34	35	77
	" 15	..	..	485	Lake Michigan	" 21	..	..	30
	" 21	35	46	543	Lake Erie	" 27	17	19	49
	" 27	105	98	552	Lake Simcoe	Sept. 3	26	27	17
4199	Sept. 6	..	10	604	Mount Temple	" 11	4	..	36
	" 11	47	51	610	Lake Champlain	" 17	28	30	63
	" 21	..	..	557	Lake Michigan	" 25	1	..	35
	" 25	48	46	663	Lake Erie	Oct. 1	25	38	52
	Oct. 10	..	12	758	Mount Temple	" 16	2	4	59
	" 16	51	52	376	Lake Champlain	" 22	15	33	65
	" 25	..	..	320	Lake Michigan	" 30	..	2	66
	" 31	16	50	317	Lake Erie	Nov. 5	21	28	110
	Nov. 8	38	143	429	Lake Manitoba	" 13	11	53	111
	" 15	..	11	602	Mount Temple*	" 21	..	12	146
	" 21	11	61	451	Lake Champlain	" 28	12	42	157
	" 28	..	..	411	Lake Michigan*	Dec. 11	..	5	34
	Dec. 5	4	72	530	Lake Erie	" 11	35	49	147
4200	" 19	23	90	722	Lake Manitoba	" 26	6	27	61
	33 Trips	860	1634	23400	Totals—C. P. R., Atlantic S. S. Service	32 Trips	724	899	2028

* Eastbound passengers to London.

TOTALS.

13 Trips	60	1350	11466	Beaver-Elder, Dempster Line	14 Trips	230	104	255
33 "	860	1634	23400	Can. Pac. Ry., A. S. S. Service	32 "	724	899	2028
46 Trips	920	2984	34866	Grand Totals	46 Trips	954	1003	2283

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Table XIV.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

MONTREAL-BRISTOL.

Mont. Arrival	Westbound II	Steamer	Mont. Departure	Eastbound II	Eastbound III	
		Montrose	May 15	26	2	
May 30	14	Monteagle	" 29	5	..	
June 13	32	Montrose	June 19	45	..	4202
" 28	3	Monteagle	July 4	21	..	
July 4	7	Monterey	" 11	1	..	
		Montfort	" 18	3	..	
" 21	15	Montrose	" 25	27	..	
" 26	4	Montcalm				
Aug. 3	22	Monteagle	Aug. 8	7	..	
" 17	23	Montfort	" 22	1	..	
" 26	8	Monmouth				
" 30	52	Montrose	Sept. 4	17	1	
Sept. 7	11	Montcalm	" 13	9	..	
" 13	20	Monteagle				
		Montfort	" 27	15	..	
" 30	8	Monmouth				4203
Oct. 5	50	Montrose	Oct. 11	19	..	
" 12	4	Montcalm				
" 22	14	Monteagle	" 25	4	..	
" 30	3	Montfort	Nov. 5	2	..	
Nov. 11	29	Montrose	" 18	2	..	
" 17	3	Montcalm				
" 25	3	Monteagle				
20 Trips	325	Totals	16 Trips	204	3	

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Table XV.

CUNARD LINE.

New York—Liverpool.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Saxonia	Jan. 3	65	46	111
	Jan. 4	42	61	109	Umbria	" 10	70	78	75
	" 12	105	112	174	Ivernia	" 17	85	78	93
	" 17	129	112	295	Lucania	" 24	165	94	136
	" 25	53	95	217	Etruria	" 31	70	58	73
4205	Feb. 3	72	125	419	Saxonia	Feb. 7	84	73	117
	" 10	77	114	284	Ivernia	" 14	62	64	104
	" 15	142	147	377	Lucania	" 21	174	87	137
	" 22	55	107	203	Etruria	" 28	63	39	59
	Mar. 1	81	228	491	Campania	Mar. 7	93	61	135
	" 8	59	96	356	Umbria	" 14	54	68	82
	" 16	75	166	977	Ivernia	" 21	97	63	135
	" 22	52	168	541	Etruria	" 28	103	82	128
	" 28	94	116	830	Campania	Apr. 4	127	101	192
	Apr. 5	53	214	523	Umbria	" 11	51	114	92
	" 13	125	267	1804	Ivernia	" 18	116	112	160
	" 18	31	174	644	Etruria	" 25	129	121	94
	" 25	..	88	934	Aurania	" 28	..	127	25
4206	" 23	113	191	833	Campania	May 2	187	167	299
	May 3	85	191	699	Umbria	" 9	120	121	143
	" 11	73	225	1892	Ivernia	" 16	175	206	369
	" 16	44	114	504	Etruria	" 23	154	197	152
	" 21	..	87	1220	Aurania	" 26	..	153	46
	" 23	112	172	852	Campania	" 30	264	226	429
	" 30	65	109	281	Umbria	June 6	193	248	135
	June 6	..	148	967	Carpathia	" 9	..	175	291
	" 6	108	154	480	Lucania	" 13	303	255	376
	" 13	48	122	254	Etruria	" 20	260	229	150
	" 17	..	83	265	Aurania	" 23	..	380	82
	" 19	103	122	454	Campania	" 27	370	290	308
	" 27	75	148	238	Umbria	July 4	340	204	91

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July	2	..	163	630	Carpathia	"	7	..	189	354
"	4	129	152	480	Lucania	"	11	224	246	404
"	11	77	150	302	Etruria	"	18	144	188	136
"	15	..	98	162	Aurania	"	21	..	199	109
"	17	117	179	488	Campania	"	25	181	153	258
"	25	83	187	339	Umbria	Aug.	1	133	182	188
"	30	..	145	589	Carpathia	"	4	..	160	197
Aug.	1	295	252	545	Lucania	"	8	121	176	351
"	8	123	255	161	Etruria	"	15	78	89	119
"	12	..	252	379	Aurania	"	18	..	88	172
"	15	230	295	457	Campania	"	22	106	102	219
"	22	172	346	166	Umbria	"	29	71	98	102
"	27	..	175	888	Carpathia	Sept.	1	..	163	168
"	28	352	293	610	Lucania	"	5	117	100	228
Sept.	5	415	172	84	Etruria	"	12	68	52	120
"	9	..	419	576	Aurania	"	15	..	65	145
"	11	382	308	637	Campania	"	19	126	85	182
"	19	343	250	85	Umbria	"	26	54	55	115
"	24	..	174	1230	Carpathia	"	29	..	99	141
"	25	315	314	637	Lucania	Oct.	3	159	110	306
Oct.	3	169	364	117	Etruria	"	10	75	66	101
"	8	..	454	651	Aurania					
"	10	291	317	620	Campania	"	17	114	95	186
"	17	114	291	324	Umbria	"	24	64	87	118
"	23	170	257	628	Lucania	"	31	95	102	249
"	31	51	252	319	Etruria	Nov.	7	45	62	186
Nov.	7	118	228	467	Campania	"	14	85	90	311
"	14	45	117	361	Umbria	"	21	37	82	252
"	19	..	172	354	Carpathia					
"	20	155	108	517	Lucania	"	28	104	68	422
"	28	51	119	520	Etruria	Dec.	5	58	82	421
Dec.	4	94	111	345	Campania	"	12	113	194	758
"	14	52	103	454	Umbria	"	19	33	70	224
"	19	135	87	342	Lucania	"	26	94	49	212
"	27	29	48	200	Etruria					
65 Trips		6578	11863	33781	Totals	63 Trips		6473	7963	12273

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Table XVI.

CUNARD LINE.

NEW YORK-MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
			Aurania	Oct. 20	30	323	300	15	8
			Carpathia	Nov. 24	107	2048	1969	54	25
Nov. 30	74	240	Aurania	Dec. 8	29	1057	1024	21	12
1 Trip	74	240	Totals	3 Trips	166	3428	3293	90	45

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Table XVII.

CUNARD LINE.

BOSTON-LIVERPOOL.

Boston Arrival	Westbound I	Westbound II	Westbound III	Steamer	Boston Departure	Eastbound I	Eastbound II	Eastbound III
Jan. 10	..	..	183	Ultonia	Jan 17	..	..	54
Feb. 17	..	..	290	Ultonia	Feb 21	..	..	32
Mar. 6	25	158	1045	Saxonia	Mar. 10	32	26	122
" 29	..	..	659	Ultonia	" 31	..	..	58
Apr. 3	45	218	2020	Saxonia	Apr. 7	70	60	191
4212 " 14	..	..	670	Ultonia	" 28	..	..	42
May 1	59	333	1957	Saxonia	May 5	128	121	327
" 14	..	151	1741	Carpathia	" 17	..	156	220
" 23	..	..	660	Ultonia	" 26	..	..	95
" 28	87	230	1879	Saxonia	June 2	139	194	707
June 11	67	143	1401	Ivernia	" 16	153	165	343
" 19	..	..	552	Ultonia	" 23	..	..	123
" 25	75	149	1014	Saxonia	" 30	183	202	429
July 8	53	148	686	Ivernia	July 14	150	158	325
" 18	..	..	387	Ultonia	" 21	..	..	112
" 24	67	182	905	Saxonia	" 28	108	141	226

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Aug. 6	157	197	708	Ivernia	Aug. 11	69	96	232	
" 15	..	..	292	Ultonia	" 18	..	..	101	
" 20	120	253	966	Saxonia	" 25	45	46	191	
Sept. 2	188	211	1442	Ivernia	Sept. 8	46	67	132	
" 11	..	..	398	Ultonia	" 15	..	..	68	
" 17	193	225	1714	Saxonia	" 22	75	53	157	
" 30	155	228	1748	Ivernia	Oct. 6	74	39	165	
Oct. 12	..	..	343	Ultonia	" 17	..	..	49	
" 14	132	248	991	Saxonia	" 24	85	66	138	
" 29	60	236	932	Ivernia	Nov. 7	52	22	183	
Nov. 14	..	..	424	Ultonia	" 21	..	..	54	
" 19	85	129	573	Saxonia	" 28	54	43	304	
Dec. 2	40	101	535	Ivernia	Dec. 8	46	56	395	4214
" 21	..	..	384	Ultonia	" 23	..	..	29	
" 24	31	66	248	Saxonia	" 29	17	25	61	
31 Trips	1639	3606	27747	Totals	31 Trips	1526	1736	5665	

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Table XVIII.

DOMINION LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER) — LIVERPOOL.

	Montreal Portland Arrival	Westbound I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III
					Californian	Jan. 3	2	..	..
	Mar. 1	19	83	269	Canada	Mar. 6	10	3	12
	" 27	48	291	832	Canada	Apr. 2	8	6	4
4217	May 2	119	360	763	Canada	May 10	51	33	45
	" 10	..	289	742	Kensington	" 17	11	1	6
	" 17	20	249	696	Dominion	" 23	27	45	30
	" 27	..	219	507	Southwark	June 2	27	..	23
	June 5	63	328	680	Canada	" 13	126	83	50
	" 13	..	266	194	Kensington	" 20	50	..	6
	" 19	18	199	215	Dominion	" 27	117	41	16
	July 9	..	58	60	Southwark				
	" 9	49	164	286	Canada	July 18	78	43	28
	" 18	..	169	190	Kensington	" 25	6	..	11
	" 24	51	148	649	Dominion	Aug. 1	28	45	50
	Aug. 12	198	207	290	Canada	" 22	44	44	45
	" 28	100	199	170	Dominion	Sept. 5	17	10	23
4218	Sept. 5	89	..	132	Kensington	" 12	27	..	14
					Canada	" 26	39	26	52
	" 25	..	212	249	Southwark	Oct. 3	..	31	6
	Oct. 2	88	210	456	Dominion	" 10	12	25	23
	" 8	..	137	147	Kensington	" 17	..	35	19
	" 23	58	127	185	Canada	" 31	24	15	27
	Nov. 2	..	56	110	Southwark	Nov. 7	..	18	40
	" 22	21	32	219	Canada	" 28	3	15	112
	Dec. 2	..	19	52	Cambroman	Dec. 6	..	11	77
					Dominion	" 9	35	18	333
	" 27	13	26	176	Canada				
	24 Trips	954	4048	8269	Totals	25 Trips	742	548	1052

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Table XIX.

DOMINION LINE AND WHITE STAR LINE.

Boston—Liverpool.

Dominion Line.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan. 13	9	..	112	Merion	Jan. 18	30	..	74	
Feb. 17	9	..	112	Merion	Feb. 20	24	..	72	
" 20	5	80	160	Canada	Mar. 5	24	31	76	
Mar. 29	56	390	933	Canada	Apr. 2	18	31	81	420
				New England	" 11	50	65	111	
Apr. 19	98	231	1022	Mayflower	" 23	73	61	100	
				Commonwealth	May 2	88	130	191	
May 9	73	185	1073	New England	" 14	68	129	207	
" 16	59	150	1041	Mayflower	" 21	108	75	230	
" 30	105	155	666	Commonwealth	June 4	166	175	342	
June 6	56	43	335	New England	" 11	171	101	228	
" 13	46	111	276	Mayflower	" 18	177	97	180	
" 26	115	218	589	Commonwealth	July 2	248	210	243	
July 4	49	111	305	New England	" 9	165	129	195	
" 11	58	86	152	Mayflower	" 16	166	117	140	
" 24	108	88	276	Commonwealth	" 30	116	77	163	
" 31	131	91	271	New England	Aug. 6	76	50	164	422
Aug. 10	146	194	261	Mayflower	" 13	34	36	69	
" 21	158	230	376	Commonwealth	" 27	40	33	95	
" 29	199	271	287	New England	Sept. 3	27	20	136	
Sept. 5	256	236	271	Mayflower	" 10	37	38	121	
" 11	239	167	259	Canada					
" 18	220	284	458	Commonwealth	" 24	27	45	115	
" 25	220	264	377	New England	Oct. 1	53	17	122	
Oct. 3	242	166	285	Mayflower	" 8	30	11	93	
" 10	79	218	255	Columbus	" 15	168	24	93	
" 16	93	123	263	Commonwealth	" 22	69	48	81	
				Cambroman	Nov. 3	6	20	33	
Nov. 1	46	66	194	Mayflower	" 5	23	29	76	
" 7	29	131	220	Columbus	" 12	27	23	79	
" 15	71	48	203	Commonwealth	" 19	25	37	141	
28 Trips	2975	4337	11032	Totals Dominion Line	30 Trips	2334	1849	4051	

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WHITE STAR LINE.

Dec.	1	24	30	141	Romanic					
"	5	21	21	150	Cretic	Dec.	10	11	41	178
"	20	40	..	143	Cymric	"	24	7	..	32
"	26	20	45	55	Republic					
4	Trips	105	96	489	Totals White Star Line	2	Trips	18	41	210

TOTALS.

28	Trips	2975	4337	11032	Dominion Line	30	Trips	2334	1849	4051
4	"	105	96	489	White Star Line	2	"	18	41	210
4223										
32	Trips	3080	4433	11521	Grand Totals	32	Trips	2352	1890	4261

Table XX.

DOMINION LINE AND WHITE STAR LINE.

BOSTON—MEDITERRANEAN.

DOMINION LINE.

Boston Arrival	Westbound I	II	III	Az.	Steamer	Boston Departure	Eastbound I	II	III	A	C	I	Az.
					Commonwealth	Jan. 3	252	..	117	106	8	3	..
4224 Jan. 5	10	23	437	169	Vancouver	" 14	13	3	15	14	..	1	..
" 11	58	16	556	209	New England	" 17	243	..	77	72	3	2	21
" 29	7	9	121	154	Cambroman	Feb. 1	20	8	48	48	..	..	24
Feb. 9	34	23	505	..	Commonwealth	" 14	290	..	65	56	6	3	..
" 24	20	26	925	..	New England	" 28	215	16	32	28	3	1	17
" 25	4	9	336	326	Vancouver	Mar. 7	..	..	14	14	..	..	..
Mar. 12	2	24	1114	..	Cambroman	" 17	22	5	44	28	11	5	23
" 22	61	79	1412	212	Commonwealth	" 28	320	21	79	76	1	2	45
Apr. 7	52	96	1585	..	New England								
" 15	12	42	836	265	Vancouver	Apr. 7	70	12	37	37	..	..	65
" 26	14	45	1072	108	Cambroman	May 2	48	..	64	59	3	2	51
" 28	102	59	1639	..	Commonwealth								

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May 30	61	43	920	242	Vancouver	June 6	126	..	144	128	12	4	57	
June 16	21	66	981	139	Commonwealth	" 20	99	..	105	90	7	8	34	
July 13	29	60	819	231	Vancouver	July 18	29	27	221	183	24	14	28	
Aug. 4	26	87	684	152	Cambroman	Aug. 8	35	13	165	152	9	4	67	
" 25	26	72	432	118	Vancouver	" 29	17	21	355	308	21	26	93	
Sept. 16	45	79	706	209	Canopic	Sept. 20	34	10	276	259	12	5	48	
Oct. 7	80	42	810	93	Vancouver	Oct. 10	46	20	343	329	9	5	113	
" 31	19	104	982	70	Cambroman									
Nov. 17	32	57	893	70	Vancouver	Nov. 21	21	28	1064	1059	3	2	66	
					Totals									
21 Trips	715	1061	17765	2767	Dominion Line	19 Trips	1900	184	3265	3046	132	87	752	

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WHITE STAR LINE.

					Romanic	Dec. 5	133	..	1529	1490	24	15	55	

TOTALS.

21 Trips	715	1061	17765	2767	Dominion Line	19 Trips	1900	184	3265	3046	132	87	752	
					White Star Line	1 Trip	133	..	1529	1490	24	15	55	
21 Trips	715	1061	17765	2767	Grand Totals	20 Trips	2033	184	4794	4536	156	102	807	

The East and Westbound Azores passengers shown above were all steerage and have not been included in the "total steerage" of the Lines, which are all Italian. They are covered under "Miscellaneous" in Table II.

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1409

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Table XXI.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
Jan. 27	..	564	Massilia						
Feb. 15	..	550	Gallia						
" 25	2	1216	Roma	Feb. 28	20	130	122	7	1
Mar. 15	..	1104	Patria						
" 26	..	1072	Massilia						
4229 Apr. 1	5	1332	Roma	Apr. 4	15	69	64	3	2
" 2	..	917	Neustria						
" 9	1	1396	Germania	" 16	5	87	73	10	4
" 17	..	1170	Gallia						
May 5	..	1085	Patria						
" 6	13	1256	Roma	May 9	31	242	213	21	8
" 15	..	1063	Massilia						
" 24	11	1123	Germania	" 28	26	288	259	19	10
June 1	..	707	Gallia						
" 8	..	616	Neustria						
" 9	5	884	Roma	June 16	39	416	354	43	19
" 28	..	549	Patria						
July 1	1	500	Germania	July 4	38	377	334	29	14
" 22	..	415	Massilia	" 28	1	231	212	11	8
4230 " 27	5	846	Roma	Aug. 3	20	872	767	74	31
Aug. 17	24	661	Germania	" 25	1	559	530	20	9
" 30	6	488	Patria	Sept. 8	2	181	167	8	6
Sept. 10	37	754	Roma	" 15	6	602	553	25	24
Oct. 4	4	513	Gallia						
" 13	17	1184	Germania	Oct. 17	6	643	614	20	9
" 20	12	819	Roma	" 27	19	974	908	40	26
Nov. 3	1	520	Patria	Nov. 10	..	731	713	12	6
" 23	12	1029	Germania	" 28	13	1319	1293	20	6
Dec. 3	12	676	Roma	Dec. 10	13	1266	1228	26	12
29 Trips	168	25009	Totals	17 Trips	255	8987	8404	388	195

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Table XXII.

FABRE LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound III	Steamer
Oct. 15	834	Massilia

Table XXIII.

FRENCH LINE.

NEW YORK—HARVE.

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N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Medit.
				La Champagne	Jan. 1	15	21	104	125
Jan. 3	74	57	319	La Lorraine	" 8	69	40	72	230
" 12	18	28	537	La Bretagne	" 15	17	30	135	110
" 17	98	72	725	La Savoie	" 22	151	51	234	177
" 27	19	42	706	La Champagne	" 31	42	22	98	100
" 31	80	88	704	La Lorraine	Feb. 7	147	62	301	162
Feb. 9	33	54	608	La Bretagne	" 12	20	25	189	40
" 16	25	66	890	L'Aquitaine	" 19	22	30	116	88
" 23	18	62	855	La Champagne	" 26	35	32	151	78
Mar. 1	59	130	754	La Savoie	Mar. 5	96	54	196	205
" 9	25	71	1134	La Bretagne	" 12	30	48	83	110
" 15	77	135	781	La Lorraine	" 19	102	62	154	140
" 23	34	115	1096	La Champagne	" 26	33	65	137	140
" 28	72	157	693	La Savoie	Apr. 2	121	99	170	220
Apr. 1	..	..	1953	L'Aquitaine	" 5	..	..	27	..
" 5	29	137	1056	La Bretagne	" 9	17	39	90	130
" 11	78	175	822	La Lorraine	" 16	157	119	148	175
" 19	45	95	1106	La Champagne	" 23	43	88	97	156
" 27	95	148	999	La Gascogne	" 30	70	168	98	160
May 2	95	233	651	La Savoie	May 7	145	109	369	220
" 4	..	4	1975	L'Aquitaine	" 9	..	..	108	102
" 10	44	140	1014	La Bretagne	" 14	50	75	104	190
" 15	41	129	584	La Lorraine	" 21	170	86	185	215

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"	18	..	77	1030	La Champagne	"	22	..	77	47	22
"	24	16	175	1042	La Gascogne	"	28	46	73	133	116
"	29	53	172	748	La Savoie	June	4	213	118	263	370
June	7	25	104	1109	La Bretagne	"	11	87	127	97	210
"	12	75	125	784	La Lorraine	"	18	238	128	180	240
"	21	19	133	1183	La Gascogne	"	25	125	100	124	160
"	27	74	160	775	La Savoie	July	2	257	112	274	210
July	4	28	120	785	La Touraine	"	9	93	63	183	300
"	11	58	143	694	La Lorraine	"	16	139	146	279	220
"	19	42	95	560	La Gascogne	"	23	67	148	127	250
"	26	42	110	748	La Bretagne	"	30	51	83	151	295
Aug.	1	71	103	775	La Touraine	Aug.	6	83	77	234	260
4235 "	9	39	113	782	La Champagne	"	13	45	111	122	190
"	14	157	197	650	La Savoie	"	20	107	89	197	430
"	23	58	165	876	La Bretagne	"	27	38	79	101	280
"	28	233	167	627	La Lorraine	Sept.	3	68	79	209	375
Sept.	5	207	97	787	La Touraine	"	10	37	48	135	300
"	11	315	118	632	La Savoie	"	17	51	82	209	494
"	14	..	294	1144	La Gascogne	"	19	..	32	5	169
"	20	150	139	875	La Bretagne	"	24	27	41	148	148
"	25	271	116	631	La Lorraine	Oct.	1	69	64	144	370
"	29	..	277	1096	La Champagne	"	3	..	38	27	59
Oct.	3	78	149	782	La Touraine	"	8	29	77	245	300
"	10	206	212	629	La Savoie	"	15	78	69	192	330
"	12	..	116	1160	La Gascogne	"	17	..	38	65	42
4236 "	18	60	90	865	La Bretagne	"	22	20	76	95	255
"	23	152	253	635	La Lorraine	"	29	59	46	178	480
"	31	90	213	765	La Touraine	Nov.	5	40	45	365	396
Nov.	2	..	2	1275	La Champagne	"	7	..	17	209	525
"	8	49	157	1099	La Gascogne	"	12	30	73	556	560
"	14	117	175	718	La Savoie	"	19	54	98	376	360
"	21	47	166	1015	La Bretagne	"	26	26	70	283	510
"	28	55	110	972	La Touraine	Dec.	3	65	89	325	560
Dec.	6	29	81	1164	La Champagne	"	10	35	61	268	523
"	12	67	121	800	La Savoie	"	17	56	55	345	420
"	20	23	90	760	La Bretagne	"	24	24	34	220	170
"	26	54	78	511	La Touraine	"	31	29	27	195	207
59 Trips		4019	7351	51445	Totals	60 Trips		3938	4115	10666	14379
											10666
											Total steerage 25045

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Table XXIV.

HAMBURG—AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 6	83	59	728	Moltke*					
" 28	93	134	866	Bluecher	Feb. 7	192	81	95	
" 30	134	143	342	Auguste Victoria					
Mar. 11	85	166	1386	Bluecher	Mar. 21	125	80	90	
Apr. 3	111	142	355	Deutschland	Apr. 9	132	88	195	
				Moltke	" 16	172	85	57	4238
				Auguste Victoria	" 23	124	140	134	
" 26	165	117	728	Bluecher	" 30	243	263	94	
May 1	266	145	270	Deutschland	May 7	276	221	311	
" 8	89	154	520	Furst Bismarck	" 14	145	172	286	
" 16	78	157	622	Auguste Victoria	" 21	224	153	353	
" 24	72	124	1429	Bluecher	" 28	250	146	187	
" 28	168	153	270	Deutschland	June 4	430	295	291	
June 2	81	146	1767	Moltke	" 9	242	202	182	
" 5	51	85	491	Fürst Bismarck	" 11	222	125	313	
" 13	73	136	608	Auguste Victoria	" 18	317	138	471	
" 20	92	118	1026	Bluecher	" 25	277	191	222	
" 25	150	217	272	Deutschland	July 2	444	222	328	
July 5	116	119	973	Moltke	" 9	230	120	298	4239
" 10	78	247	347	Fürst Bismarck	" 16	188	246	257	
" 18	133	193	528	Bluecher	" 23	207	157	346	
Aug. 2	218	253	790	Moltke	Aug. 6	158	84	274	
" 16	210	241	495	Bluecher	" 20	75	80	377	
" 22	175	160	534	Auguste Victoria	" 27	53	81	423	
" 29	256	257	515	Moltke	Sept. 3	56	57	343	
Sept. 4	242	253	348	Fürst Bismarck	" 10	49	72	495	
" 8	436	348	266	Deutschland	" 15	136	103	197	
" 12	244	257	414	Bleucher	" 17	50	34	219	
" 18	320	159	534	Auguste Victoria	" 24	45	68	301	
" 26	233	256	570	Moltke	Oct. 1	116	48	347	

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Oct.	2	223	251	361	Fürst Bismarck	" 8	44	29	433
"	6	324	310	268	Deutschland	" 13	108	44	300
"	11	220	260	464	Bluecher	" 15	100	37	342
"	16	164	157	523	Auguste Victoria	" 22	57	40	509
Nov.	3	152	264	1298	Moltke	Nov. 7	83	34	321
"	8	271	301	290	Deutschland	" 12	126	103	296
"	13	87	158	564	Fürst Bismarck	Dec. 10	68	76	310
Dec.	4	103	124	1526	Moltke				
"	23	129	184	1388	Bleucher				
37	Trips	6125	6948	24676	Totals	35 Trips	5764	4115	9997

4241 *Moltke sailed Eastbound February 4, with 449 first cabin—Cook's Mediterranean and Orient cruise. Accounted for in Table II.

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Table XXV.

HAMBURG—AMERICAN LINE.

Regular Service, New York—Hamburg.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Belgravia	Jan. 3	..	..	148	
Jan. 1	45	91	885	Graf Waldersee	" 10	78	82	98	
" 17	27	63	909	Pennsylvania	" 24	69	79	133	
" 23	65	135	1243	Patricia	" 31	38	43	102	4244
Feb. 14	..	..	993	Bulgaria	Feb. 19	..	..	43	
" 14	100	200	1357	Graf Waldersee	" 21	82	63	49	
" 25	..	1	1353	Belgravia	" 28	..	..	37	
" 28	54	128	1665	Pennsylvania	Mar. 7	37	77	114	
Mar. 9	53	138	1979	Patricia	" 14	42	63	108	
" 22	41	161	2383	Pretoria	" 28	107	95	159	
" 28	58	208	2428	Graf Waldersee	Apr. 4	68	90	151	
Apr. 7	..	1	2295	Belgravia					
" 9	..	..	2595	Bulgaria					
" 10	66	218	2615	Pennsylvania	" 18	100	123	123	
" 16	64	159	2538	Patricia	" 25	111	250	138	
" 25	..	..	1832	Batavia	May 2	..	..	126	
May 1	71	132	1069	Pretoria	" 9	99	145	345	4245
" 7	104	179	2402	Graf Waldersee	" 16	154	218	286	
" 16	..	1	1135	Arcadia					
				Belgravia	" 23	..	..	171	
" 21	43	192	2731	Pennsylvania	" 30	149	245	204	
" 27	32	178	2511	Patricia	June 6	160	216	303	
June 8	..	..	2857	Batavia					
				Palatia	" 13	..	161	157	
" 11	36	145	1441	Pretoria	" 20	196	204	178	
" 18	47	184	1270	Graf Waldersee	" 27	179	210	228	
" 26	..	1	943	Belgravia					
				Phoenicia	July 4	..	128	223	

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	July 1	55	254	1699	Pennsylvania	" 11	158	81	190
	" 9	53	142	836	Patricia	" 18	164	194	590
	" 18	..	..	1173	Bulgaria	" 25	..	..	87
	" 23	46	224	636	Pretoria	Aug. 1	81	119	288
	" 30	92	210	1096	Graf Waldersee	" 8	110	99	200
	Aug. 7	..	100	498	Prinz Sigismund	" 15	..	69	217
	" 12	139	240	802	Pennsylvania	" 22	61	70	224
	" 19	144	219	454	Patricia	" 29	29	52	177
	" 28	..	187	564	Phoenicia	Sept. 5	..	79	169
	Sept. 3	169	231	544	Pretoria	" 12	28	35	134
	" 9	196	221	869	Graf Waldersee	" 19	20	76	217
	" 22	..	185	541	Palatia				
4247	" 23	183	250	903	Pennsylvania	Oct. 3	88	61	299
	" 30	192	227	623	Patricia	" 10	24	38	137
	Oct. 8	..	200	743	Phoenicia	" 17	..	48	128
	" 15	124	225	578	Pretoria	" 24	25	26	255
	" 23	152	227	808	Graf Waldersee	" 31	62	54	376
	Nov. 1	..	286	1125	Belgravia	Nov. 14	..	39	291
	" 12	67	247	1671	Pennsylvania	" 21	44	43	414
	" 20	117	167	1344	Patricia	" 28	29	40	267
	" 27	31	137	1157	Pretoria	Dec. 5	29	69	506
	Dec. 10	75	179	1249	Graf Waldersee	" 19	43	64	485
	" 21	..	103	800	Belgravia	" 26	..	10	117
	" 31	44	107	1212	Pennsylvania				
4248	48 Trips	2785	7083	65354	Totals	45 Trips	2664	3858	9392

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Table XXVI.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—MEDITERRANEAN.

N.Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
			Auguste Victoria	Feb. 3	331				
			Prinzessin Vic. Luise	Mar. 12	66				
Apr. 13	127	791	Moltke						
" 20	90	656	Auguste Victoria						
			Fürst Bismarck	Nov. 19	118	1026	991	21	14
2 Trips	217	1447	Totals	3 Trips	515	1026	991	21	14

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Table XXVII.

HAMBURG-AMERICAN LINE.

Regular Service, New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 5	9	24	671	Palatia	Jan. 13	65	8	135	134	1	..
" 26	8	21	419	Phoenicia	" 31	43	3	71	59	9	3
Feb. 7	1	..	524	Ravenna	Feb. 12	11	..	36	32	4	..
4253 " 26	11	40	1204	Palatia	Mar. 3	45	6	47	41	2	4
Mar. 15	9	54	1621	Phoenicia	" 21	33	18	58	48	5	5
" 28	7	..	1223	Ravenna	" 29	5	..	51	43	6	2
				Belgravia	Apr. 11	..	..	45	37	6	2
Apr. 16	27	93	1578	Palatia	" 22	72	6	69	61	6	2
May 2	20	106	1539	Phoenicia	May 7	67	14	76	58	13	5
" 16	..	..	2157	Belgravia							
" 23	13	..	1219	Ravenna	" 27	13	..	66	63	2	1
June 4	19	112	1686	Palatia							
" 19	9	137	932	Phoenicia							
Aug. 1	..	3	564	Sicilia							
Oct. 31	20	..	1176	Prinz Oskar	Nov. 5	68	..	1115	1082	18	15
				Sicilia	" 24	..	..	642	633	4	5
				Pisa	" 30	..	..	1015	991	11	13
4254				Prinz Adalbert	Dec. 5	45	..	1184	1146	29	9
Dec. 2	..	137	914	Palatia	" 8	..	13	958	933	15	10
" 26	41	..	401	Prinz Oskar							
16 Trips	194	727	17828	Totals	15 Trips	467	68	5568	5361	131	76

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Table XXVIII.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

N. Y. Arrival	Westbound III	Steamer	N. Y. Arrival	Westbound III	Steamer
Jan. 3	219	Pisa	June 11	105	Albano
Feb. 5	251	Barcelona	" 18	112	Milano
" 23	305	Albano	July 14	40	Pallanza
Mar. 3	301	Pisa	Sept. 12	35	Pisa
" 15	376	Milano	Oct. 23	42	Albano
Apr. 5	828	Barcelona	Nov. 19	92	Pisa
" 15	724	Albano	" 26	515	Barcelona
" 23	278	Pallanza	Dec. 8	372	Pallanza
May 29	304	Barcelona	" 22	409	Albano
			18 Trips	5408	Totals

4256

Table XXIX.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—HALIFAX.

Halifax Arrival	Westbound III	Steamer	Halifax Arrival	Westbound III	Steamer
Feb. 10	58	Bulgaria	July 15	492	Pisa
Mar. 19	719	Arcadia	Aug. 1	492	Barcelona
Apr. 5	1169	Armenia	" 26	260	Albano
" 25	1442	Assyria	Sept. 1	281	Adria
May 5	1291	Adria	" 25	303	Pallanza
" 27	2893	Bulgaria	Nov. 3	559	Arcadia
June 1	1333	Armenia	Dec. 3	314	Assyria
" 18	1592	Assyria	" 22	214	Arcadia
" 30	673	Adria			
			17 Trips	14085	Totals

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Table XXX.

HAMBURG-AMERICAN LINE.

LEVANTE—NEW YORK.

N. Y. Arrival	Westbound II	III	Steamer
Feb. 19	..	10	Georgia
Apr. 10	2	527	Sicilia
May 4	..	177	Seriphos
4259 " 25	3	159	Georgia
Aug. 28	5	54	Seriphos
Sept. 22	2	24	Georgia
Oct. 30	2	34	Tenedos
Nov. 11	1	10	Sicilia
Dec. 29	5	27	Seriphos
9 Trips	20	1022	Totals

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Table XXXI.

HOLLAND-AMERICA LINE.

New York—Rotterdam.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Potsdam	Jan. 7	31	22	199	
Jan. 21	25	82	728	Rotterdam	" 28	21	33	221	
" 31	..	42	387	Amsterdam	Feb. 5	..	17	180	
Feb. 12	61	132	748	Ryndam	" 18	40	41	295	4262
" 26	21	91	841	Rotterdam	Mar. 4	20	28	371	
Mar. 9	..	27	382	Amsterdam	" 11	..	9	288	
" 12	12	78	931	Statendam	" 18	18	49	652	
" 17	22	83	910	Ryndam	" 25	84	42	538	
" 25	28	157	1128	Noordam	Apr. 1	20	47	325	
Apr. 1	14	63	855	Rotterdam	" 8	17	25	172	
" 8	25	106	1102	Potsdam	" 15	67	55	307	
" 13	27	120	1376	Statendam	" 22	36	55	348	
" 21	16	70	1272	Ryndam	" 29	184	193	328	
" 28	46	97	697	Noordam	May 6	102	97	595	
May 5	62	90	806	Rotterdam	" 13	33	68	308	
" 12	33	124	1093	Potsdam	" 20	155	170	393	
" 19	13	124	1537	Statendam	" 27	102	72	186	4263
" 25	34	157	1797	Ryndam	June 3	227	176	465	
June 1	47	184	1956	Noordam	" 10	208	136	288	
" 9	19	99	1410	Rotterdam	" 17	141	100	209	
" 16	28	94	1117	Potsdam	" 24	232	170	299	
" 22	19	92	1067	Statendam	July 1	201	135	376	
" 30	45	120	1178	Ryndam	" 8	161	126	275	
July 6	46	157	872	Noordam	" 15	129	96	216	
" 15	..	..	783	Amsterdam	" 22	..	..	83	
" 21	23	125	873	Rotterdam	" 29	68	100	124	
" 29	73	190	773	Potsdam	Aug. 5	106	79	107	

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Aug. 4	39	171	743	Statendam	" 12	34	37	91
" 10	115	108	527	Ryndam	" 19	67	57	126
" 17	161	196	489	Noordam	" 26	49	43	66
" 25	154	103	601	Rotterdam	Sept. 2	19	21	85
Sept. 1	226	218	604	Potsdam	" 9	29	[illegible]	70
" 7	203	153	599	Statendam	" 16	29	3-	39
" 14	247	216	785	Ryndam	" 23	15	33	67
" 21	237	215	697	Noordam	" 30	44	40	45
" 29	141	99	464	Rotterdam	Oct. 7	34	46	24
Oct. 6	188	204	371	Potsdam	" 14	58	35	42
" 13	107	139	378	Statendam	" 21	29	21	29
" 20	117	183	298	Ryndam	" 28	40	31	27
4265 " 27	150	209	353	Noordam	Nov. 4	39	19	34
Nov. 3	40	149	528	Rotterdam	" 11	17	21	38
" 12	..	..	308	Amsterdam	" 18	..	1	183
" 17	69	111	749	Statendam	" 25	14	28	569
Dec. 1	58	157	742	Noordam	Dec. 9	49	60	559
" 19	..	..	557	Amsterdam	" 23	..	..	199
" 22	38	102	351	Rotterdam	" 30	8	32	172
45 Trips	3029	5437	36763	Totals	46 Trips	2977	2734	10613

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Table XXXII.

INSULAR NAVIGATION COMPANY.

NEW BEDFORD, MASS.-AZORES-LISBON.

New Bedford Arrival	Westbound I	Westbound III	Steamer	New Bedford Departure	Eastbound I	Eastbound III
Apr. 14	28	581	Peninsular	Apr. 26	7	98
June 2	26	554	Peninsular	June 14	11	45
July 22	26	451	Peninsular	Aug. 1	8	173
Sept. 9	36	259	Peninsular	Sept. 21	11	292
Nov. 3	46	201	Peninsular	Nov. 15	8	298
5 Trips	162	2046	Totals	5 Trips	45	906

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Table XXXIII.

LA VELOCE.

NEW YORK-MEDITERRANEAN.

	N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
	Jan. 29	31	807	Nord America	Feb. 3	13	188	174	10	4
	Feb. 14	..	1025	Città di Napoli	" 17	..	60	60	..	..
	Mar. 1	9	1281	Città di Milano	Mar. 4	7	71	66	4	1
	" 17	..	1375	Città di Torino						
4271	" 18	51	1250	Nord America	" 24	24	116	111	3	2
	Apr. 2	..	1449	Città di Napoli	Apr. 7	..	113	96	13	4
	" 7	..	1064	Duca di Galliera						
	" 17	27	1330	Città di Milano	" 21	19	124	114	4	6
	May 5	..	1360	Città di Genova						
	" 7	73	1195	Nord America	May 12	43	201	185	12	4
	" 13	..	1373	Città di Torino						
	" 18	..	1077	Duca di Galliera						
	" 20	..	1494	Città di Napoli	" 26	..	214	179	22	13
	June 5	12	1381	Città di Milano	June 9	79	209	194	8	7
	" 24	38	1304	Nord America	" 30	91	524	451	46	27
	July 9	..	1197	Città di Napoli	July 14	..	316	294	16	6
	" 24	54	835	Città di Milano	" 28	30	576	532	31	13
4272	Aug. 12	83	1330	Nord America	Aug. 18	28	418	389	19	10
	" 26	..	822	Città di Napoli	Sept. 1	..	671	591	45	35
	Sept. 12	79	1201	Città di Milano	" 17	30	434	391	24	19
	" 30	90	1308	Nord America	Oct. 6	29	567	515	27	25
	Oct. 15	..	1551	Città di Napoli	" 20	1	676	640	28	8
	" 31	88	1192	Città di Milano	Nov. 3	13	1005	981	16	8
	Nov. 19	94	1336	Nord America	" 24	15	1347	1318	18	11
	Dec. 2	..	963	Città di Napoli	Dec. 8	..	1213	1188	19	6
	" 21	57	672	Città di Milano	" 24	22	1119	1092	21	6
	26 Trips	786	31172	Totals	21 Trips	444	10162	9561	386	215

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Table XXXIV.

LEYLAND LINE.

BOSTON-LIVERPOOL.

Boston Westbound Arrival	I	Steamer	Boston Eastbound Departure	I	
		Victorian†	Jan. 3	3	
		Armenian	" 7	3	
Jan. 9	3	Cestrian			
" 14	3	Devonian	" 21	18	
" 22	11	Winifredian	" 28	12	4274
Feb. 7	7	Armenian	Feb. 12	1	
" 14	1	Cestrian	" 19	6	
" 19	9	Devonian	" 25	9	
" 26	15	Winifredian	Mar. 4	17	
Mar. 13	11	Canadian	" 18	25	
" 18	12	Cestrian	" 25	13	
" 26	14	Devonian	Apr. 1	10	
Apr. 1	13	Winifredian	" 8	8	
" 9	8	Bohemian	" 15	12	
" 21	12	Cestrian	" 29	14	
May 4	41	Devonian	May 9	35	
" 17	14	Bohemian	" 23	18	
" 30	10	Cestrian	June 6	40	4275
June 14	19	Winifredian	" 20	110	
" 21	18	Bohemian	" 27	89	
" 29	8	Canadian	July 4	81	
Aug. 21	105	Devonian	Aug. 29	28	
" 31	89	Bohemian	Sept. 5	10	
Sept. 7	91	Canadian	" 12	6	
" 14	62	Cestrian	" 19	3	
" 21	114	Devonian*	" 26	15	
Oct. 12	36	Canadian*	Oct. 17	12	
" 21	5	Cestrian†			
" 26	44	Devonian*	" 31	6	

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Nov. 3	13	Winifredian	Nov. 11	7
" 11	1	Bohemian	" 18	4
" 18	15	Canadian	" 25	4
" 24	5	Cestrian	Dec. 2	6
Dec. 1	3	Devonian	" 9	2
" 7	12	Winifredian	" 16	6
" 18	12	Bohemian	" 23	6
" 23	3	Canadian	" 30	1
" 30	5	Cestrian		
36 Trips	844	Totals	35 Trips	640

4277 *Eastbound passengers sailed from Portland.

†Victorian, Jan. 3, sailed from New York—Cestrian, Oct. 21, arrived at New York.

Table XXXV.

LEYLAND LINE.

New Orleans-Liverpool, London.

N. O. Arrival	Westbound I	Steamer	N. O. Departure	Eastbound I
		Jamaican	Jan. 19	1
		Louisianian	Feb. 19	1
4278		Wm. Cliff	" 20	1
Feb. 28	2	Nicaraguan	Mar. 7	3
		Colonian*	" 29	4
		American	Apr. 5	10
		Texan	" 7	1
		Asian*	May 15	20
		Nicaraguan	" 20	12
May 19	4	Colonian*	" 28	41
		Antillian*	June 16	35
June 20	1	Texan	" 27	4
" 29	8	Nicaraguan	July 6	4

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July	9	5	Darien	" 13	12
"	6	5	Asian*	" 16	13
			Wm. Cliff	Aug. 1	7
"	27	4	Colonian*	" 8	25
			Floridian	" 21	1
Aug.	24	10	Antillian*	Sept. 2	8
			Texan	" 16	1
Sept.	7	8	Asian*		
"	14	1	Darien		
"	19	8	Tudian		
"	28	43	Colonian*	Oct. 16	1
Oct.	22	24	Antillian*		
"	22	16	American		

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Nov.	13	9	Asian*	Nov. 21	2
"	30	1	Texan	Dec. 6	1
Dec.	5	21	Colonian	" 15	7
"	15	5	Atlantian		
"	23	13	Antillian		
			Darien	" 24	2
19	Trips	188	Totals	25 Trips	217

*New Orleans—London Service.

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Table XXXVI.

LINHA DE VAPORES PORTUGUEZES.

NEW YORK, NEW BEDFORD—AZORES, LISBON.

N. Y., New Bedford Arrival	Westbound I	Westbound III	Steamer	N. Y., New Bedford Departure	Eastbound I	Eastbound III
Jan. 1	..	20	Patria			
Feb. 23	7	147	Dona Maria	Mar. 3	..	14
4283 " 27	..	14	Patria			
Apr. 12	32	663	Dona Maria	Apr. 23	..	48
May 8	12	683	Patria*	May 20	..	65
" 31	12	157	Dona Maria	June 9	..	10
July 2	3	373	Patria*	July 16	..	76
" 17	..	132	Dona Maria*	" 27	..	53
Aug. 27	8	221	Patria*			
Sept. 6	6	95	Dona Maria*			
			Dona Maria*	Oct. 29	6	179
Oct. 31	10	151	Patria*			
Dec. 9	8	84	Dona Maria†	Dec. 20	3	58
12 Trips	98	2740	Totals	8 Trips	9	503

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*Arrived at and sailed from New Bedford, Mass.
†Eastbound embarked at New Bedford, Mass.

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Table XXXVII

NAVIGAZIONE GENERALE ITALIANA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I	
				Liguria	Jan. 6	22	24	298	288	6	4	
Jan. 21	14	33	520	Sicilia	" 27	44	35	275	252	13	10	
Feb. 4	..	39	676	Lombardia	Feb. 10	13	16	162	142	18	2	
" 18	4	31	641	Sardegna	" 24	17	21	109	105	3	1	
Mar. 4	5	29	1185	Liguria	Mar. 10	19	7	156	141	9	6	
" 11	5	14	1060	Sicilia	" 17	27	3	132	108	15	9	4286
" 21	..	38	651	Washington								
" 29	9	48	1082	Sardegna	Apr. 11	6	..	..	..	..	..	
Apr. 2	..	15	846	Archimede								
" 8	11	43	1193	Liguria	" 14	45	..	194	171	15	8	
" 8	..	6	488	Piemonte								
" 17	17	..	833	Marco Minghetti								
" 20	14	37	1065	Umbria	" 28	32	45	228	204	12	12	
" 28	24	50	1116	Lombardia	May 5	45	25	254	211	29	14	
May 6	24	..	906	Washington								
" 12	15	52	1053	Sardegna	" 19	50	47	231	211	12	8	
" 26	24	27	1277	Liguria	June 2	54	..	406	337	47	22	
June 8	12	..	769	Marco Minghetti								
" 9	14	51	995	Umbria	" 16	76	..	251	219	22	10	4287
" 16	12	48	861	Lombardia	" 23	81	..	269	235	24	10	
July 11	8	42	944	Liguria	July 15	57	..	290	256	24	10	
" 16	38	..	451	Manilla	" 21	37	..	293	268	21	4	
" 27	14	58	763	Umbria	Aug. 4	19	37	517	445	50	22	
Aug. 5	25	..	427	Washington	" 11	9	..	334	306	18	10	
" 20	29	53	714	Lombardia	" 25	14	23	510	458	33	19	
Sept. 2	55	..	624	Liguria	Sept. 8	14	19	555	510	30	15	
" 22	41	48	1018	Sardegna	" 29	17	21	1052	946	80	26	
Oct. 1	40	..	277	Etruria								
" 7	45	52	1084	Lombardia	Oct. 13	26	28	841	755	58	28	
" 22	25	31	1123	Liguria	" 27	20	35	684	627	38	19	
Nov. 10	35	53	1097	Sardegna	Nov. 17	4	24	1099	1053	28	18	
" 23	10	43	1003	Lombardia	Dec. 1	15	38	1029	998	19	12	
Dec. 19	12	31	618	Vincenzo Florio	" 29	6	..	458	437	15	6	
32 Trips	581	972	27360	Totals	26 Trips	769	448	10627	9683	639	305	

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Table XXXVIII.

NAVIGAZIONE GENERALE ITALIANA.

New Orleans—Mediterranean.

N. O. Arrival	Westbound I	III	Steamer	N. O. Departure	Eastbound I	III	A	C	I
Feb. 14	..	323	Manilla	Feb. 27	..	161	128	23	10
May 15	42	879	Manilla	May 28	8	181	127	44	10
Oct. 7	71	1273	Manilla	Oct. 19	3	54	36	15	3
4289									
3 Trips	113	2475	Totals	3 Trips	11	396	291	82	23

Table XXXIX.

NORTH GERMAN LLOYD.

Express Service, New York—Bremen

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				K. Wm. der Grosse	Jan. 6	275	117	516
Jan. 13	118	84	135	Kn. M. Theresia*				
4290 Jan. 13	118	84	135	Kn. M. Theresia*	Feb. 24	324	121	677
Mar. 5	178	292	749	K. Wm. der Grosse	Mar. 10	214	146	840
" 18	218	264	696	Kronprinz Wilhelm	" 24	363	158	949
Apr. 1	230	268	811	K. Wm. der Grosse	Apr. 7	286	114	639
" 15	362	170	692	Kronprinz Wilhelm	" 18	364	187	455
" 22	255	170	636	Kaiser Wilhelm II	" 28	507	361	638
May 6	342	279	695	Kronprinz Wilhelm	May 12	379	193	677
" 13	211	286	826	K. Wm. der Grosse	" 19	379	254	698
" 20	257	223	834	Kaiser Wilhelm II	" 26	515	288	683
June 3	238	283	737	Kronprinz Wilhelm	June 9	357	227	609
" 10	164	133	662	K. Wm. der Grosse	" 16	408	252	638
" 17	341	284	824	Kaiser Wilhelm II	" 23	500	302	558

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July	1	378	294	743	Kronprinz Wilhelm	July	7	343	227	857
"	8	253	216	652	K. Wm. der Grosse	"	11	240	140	556
"	15	287	336	824	Kaiser Wilhelm II	"	21	351	190	680
"	29	337	370	662	K. Wm. der Grosse	Aug.	4	242	245	720
Aug.	5	359	301	683	Kronprinz Wilhelm	"	11	164	128	438
"	18	333	396	826	Kaiser Wilhelm II	"	25	182	123	684
"	25	398	381	644	K. Wm. der Grosse	Sept.	1	103	104	616
Sept.	1	410	382	715	Kronprinz Wilhelm	"	8	154	112	420
"	16	626	348	807	Kaiser Wilhelm II	"	22	159	113	456
"	22	457	352	651	K. Wm. der Grosse	"	29	119	91	457
"	30	400	377	716	Kronprinz Wilhelm	Oct.	6	217	94	623
Oct.	6	202	276	1	Kn M. Theresia	"	10	27	14	99
"	13	465	347	820	Kaiser Wilhelm II	"	20	250	78	873
"	20	365	375	679	K Wm. der Grosse	"	27	154	107	798
"	28	322	392	720	Kronprinz Wilhelm	Nov.	3	195	73	859
Nov.	10	400	338	832	Kaiser Wilhelm II	"	17	174	109	837
"	18	238	222	802	K. Wm. der Grosse	"	24	152	81	815
"	24	239	251	757	Kronprinz Wilhelm	Dec.	1	284	112	826
Dec.	8	355	348	813	Kaiser Wilhelm II	"	15	281	249	858
"	24	373	230	567	Kronprinz Wilhelm					
33 Trips		10375	9568	22896	Totals	32 Trips		8662	5110	21049

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*Kn. M. Theresia sailed Eastbound Feb. 9 with 421 first cabin—Clark's Mediterranean and Orient Cruise. Accounted for in Table II.

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Table XL.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 2	..	56	623	Neckar	Jan. 8	..	23	27
	" 14	..	39	556	Main	" 19	..	68	106
	" 19	..	34	1382	Cassel				
	" 26	..	53	533	Hannover				
	Feb. 1	80	..	1342	Brandenburg	Feb. 7	..	39	126
4295	" 9	24	79	1008	Zieten	" 12	7	31	93
	" 13	92	..	918	Neckar				
	" 24	..	94	1992	Main	" 26	..	16	43
	" 27	20	82	1743	Koenigin Luise	Mar. 5	51	58	174
	Mar. 12	..	30	919	Hannover				
	" 13	19	96	1789	Barbarossa	" 19	25	53	258
	" 21	24	109	1027	Grosser Kurfuerst*	" 26	108	77	355
	" 24	..	24	816	Koeln				
					Neckar	Apr. 2	..	45	97
	" 26	19	51	1865	Koenig Albert				
	Apr. 4	9	141	1874	Koenigin Luise	" 9	78	69	91
	" 9	19	62	2142	Prinzess Irene				
	" 16	50	130	1401	Barbarossa	" 23	140	225	171
4296	" 22	30	129	840	Grosser Kurfuerst	" 30	287	294	129
	" 30	..	169	691	Neckar	May 9	..	160	55
	May 6	61	179	1404	Koenigin Luise	" 14	185	275	163
	" 13	35	178	1847	Friedrich der Grosse	" 21	201	237	341
					Gera	" 22	..	2	..
	" 18	..	21	1388	Chemnitz				
	" 20	33	156	1898	Barbarossa	" 28	197	204	114
	" 25	..	31	953	Dresden				
	" 27	42	194	1917	Grosser Kurfuerst	June 4	273	295	242
	June 2	29	195	1525	Bremen	" 11	270	167	83
	" 10	33	105	1481	Koenigin Luise	" 18	204	283	100
	" 16	43	165	939	Friedrich der Grosse	" 25	204	198	87

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"	24	36	146	1165	Barbarossa	July	2	200	218	228
"	30	90	194	1038	Grosser Kurfuerst	"	9	253	204	89
July	8	61	140	893	Bremen	"	16	201	135	186
"	14	59	155	779	Koenigin Luise	"	23	148	111	82
"	22	82	167	869	Friedrich der Grosse	"	30	178	118	286
"	30	87	250	958	Barbarossa	Aug.	6	54	63	320
Aug.	6	141	398	1108	Grosser Kurfuerst	"	13	58	134	282
"	12	113	182	456	Bremen	"	20	45	61	243
"	18	125	338	727	Koenigin Luise	"	27	28	53	154
"	26	195	291	845	Friedrich der Grosse	Sept.	3	39	51	297
Sept.	4	207	307	1156	Barbarossa					
"	9	302	335	1315	Grosser Kurfuerst	"	17	72	59	292
"	15	189	158	838	König Albert	"	24	17	32	97
"	22	262	365	1433	Bremen	"	26	..	26	72
"	30	..	238	355	Main					
					Barbarossa	Oct.	1	29	34	160
"	30	210	276	1187	Friedrich der Grosse	"	8	44	61	175
Oct.	9	..	81	1024	Chemnitz					
"	14	166	424	1135	Grosser Kurfuerst	"	22	65	51	250
"	23	..	300	1336	Neckar	"	29	..	40	177
"	31	..	291	1459	Rhein	Nov.	5	..	35	306
Nov.	5	123	308	1420	Friedrich der Grosse	"	10	37	37	412
"	12	..	156	1540	Main	"	19	..	26	404
"	18	100	212	1432	Grosser Kurfuerst	"	26	27	49	536
"	25	..	121	1048	Neckar	Dec.	3	..	38	1014
Dec.	3	..	167	1091	Rhein	"	8	..	43	323
"	12	..	71	895	Chemnitz					
"	22	..	141	1042	Main	"	29	..	20	280
"	26	..	55	452	Brandenburg					
56 Trips		3210	8869	65809	Totals	45 Trips		3725	4518	9520

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4299

* Grosser Kurfuerst arrived Westbound Mar. 21, embarked at St. Michaels in addition to above 63 first cabin, 97 second cabin, 791 steerage passengers of the Oscar II—credited to Scandinavian-American Line Table XLVII.

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Table XLI.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
					Trave	Jan. 7	129	..	451	440	9	2
	Jan. 31	32	39	657	Lahn	Feb. 2	94	..	117	111	3	3
	Feb. 11	48	..	817	Trave	" 14	107	..	134	124	7	3
					Neckar	" 21	81	..	66	62	2	2
	Mar. 4	60	53	831	Lahn	Mar. 14	132	..	169	152	7	10
4301	" 13	..	44	1544	Weimar	" 21	..	13	98	83	12	3
	" 26	..	56	2388	Neckar							
					König Albert	" 28	183	..	117	107	6	4
	Apr. 1	70	..	878	Trave	Apr. 4	127	..	200	158	29	13
					Prinzess Irene	" 11	195	..	85	79	4	2
	" 10	..	59	1581	Gera	" 18	..	38	75	65	8	2
	" 15	86	80	819	Lahn							
	" 25	..	51	1574	Weimar	May 2	..	36	192	171	16	5
	" 29	91	..	1816	König Albert	" 9	184	..	123	98	19	6
					Lahn	" 16	136	..	213	175	26	12
	May 6	84	..	908	Trave							
	" 14	106	..	1972	Prinzess Irene	" 23	200	..	237	205	22	10
	" 21	..	69	935	Gera							
	" 27	80	118	888	Hohenzollern	June 6	173	..	451	397	44	10
4302	June 5	..	40	660	Weimar	" 13	..	61	145	125	16	4
	" 10	87	..	618	König Albert	" 20	209	..	243	210	27	6
	" 16	72	100	777	Lahn	" 27	155	..	310	291	14	5
	" 24	82	..	631	Prinzess Irene	July 4	231	..	237	208	20	9
	July 8	56	112	843	Hohenzollern	" 18	126	..	462	413	33	16
	Aug. 5	78	102	862	Lahn	Aug. 15	35	..	733	659	53	21
	" 26	109	88	918	Hohenzollern	" 29	41	..	850	793	33	24
	Sept. 10	222	..	846	Prinzess Irene	Sept. 13	78	..	553	503	30	20
	" 16	149	42	455	Lahn	" 26	81	..	817	763	36	18
	" 30	152	67	838	Hohenzollern	Oct. 10	103	..	899	832	46	21
	Oct. 14	191	..	971	Prinzess Irene	" 24	198	..	1420	1360	43	17
	" 28	135	44	859	Lahn	Nov. 7	82	..	843	777	42	24
	Nov. 12	67	127	1017	Hohenzollern	" 21	37	..	967	957	9	1
	" 27	134	..	664	Prinzess Irene	Dec. 1	137	..	2104	2074	25	5
	Dec. 7	61	102	610	Lahn	" 10	45	..	854	844	7	3
	" 23	83	119	399	Hohenzollern							
					Totals	39 Trips	3299	148	14165	13236	648	98

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Table XLII.

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

Balt. Arrival	Westbound II	III	Steamer	Balt. Departure	Eastbound II	III	
Jan. 1	19	793	Karlsruhe	Jan. 7	3	21	
" 10	4	324	Breslau	" 17	6	36	
" 29	7	764	Hannover	Feb. 3	9	34	
Feb. 8	31	1474	Koeln	" 14	8	29	4304
" 14	16	1205	Chemnitz*	" 21	4	12	
" 27	17	1593	Breslau	Mar. 5	9	48	
Mar. 14	13	1479	Frankfurt				
" 14	2	698	Hannover				
" 14	44	1624	Brandenburg	" 20	21	57	
" 22	27	1642	Cassel				
" 26	..	798	Koeln				
" 27	19	1748	Chemnitz	Apr. 1	32	18	
Apr. 6	19	2488	Main	" 10	19	14	
" 10	23	1663	Breslau	" 16	50	16	
" 14	..	1014	Willehad	" 16	..	1	
" 21	7	1541	Hannover*				
" 26	34	1712	Brandenburg	" 29	67	29	4305
May 3	32	1629	Neckar	May 6	38	46	
" 7	57	1646	Koeln	" 13	44	36	
" 14	29	1553	Frankfurt				
" 20	9	373	Chemnitz	" 25	40	29	
" 20	52	1647	Breslau	" 27	74	38	
" 27	17	561	Dresden	" 30	28	3	
" 30	43	1813	Cassel	June 3	74	36	
June 4	55	1670	Brandenburg	" 10	76	22	
" 10	78	2487	Neckar	" 24	241	39	
" 17	9	1281	Koeln				
" 24	104	1320	Rhein	July 1	155	24	

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	July	2	67	1398	Breslau	" 8	57	28
	"	9	42	1123	Cassel	" 15	25	39
	"	15	67	1107	Brandenburg	" 22	27	45
	"	23	14	1002	Frankfurt			
	"	31	53	1101	Chemnitz	Aug. 5	70	68
	Aug.	12	172	1805	Rhein	" 17	51	76
	"	20	30	1017	Cassel			
	"	27	73	1117	Brandenburg	Sept. 2	24	80
	Sept.	2	126	834	Willehad*	" 10	10	64
	"	13	257	1933	Neckar	" 16	16	102
	"	16	276	1482	Rhein	" 23	31	62
	"	24	39	1381	Breslau			
4307	Oct.	2	59	2098	Main	Oct. 7	20	136
	"	8	73	1493	Brandenburg	" 14	13	120
	"	15	45	1334	Frankfurt	" 21	12	62
	"	23	21	1436	Koeln			
	"	31	49	1344	Hannover	Nov. 4	7	215
	Nov.	5	41	1373	Cassel			
	"	13	50	1620	Brandenburg	" 18	8	239
	"	20	52	1383	Breslau	" 25	13	182
	"	27	36	1142	Frankfurt			
	Dec.	4	50	911	Willehad	Dec. 9	10	139
	"	10	29	953	Hannover	" 16	12	172
	"	18	26	939	Oldenburg	" 23	1	227
	"	29	26	729	Brandenburg	" 31	4	97
4308	"	31	19	407	Koeln			
	54 Trips		2559	71002	Totals	40 Trips	1409	2741

* Westbound passengers landed at Philadelphia.

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Table XLIII.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	Westbound III	Steamer	Galv. Departure	Eastbound II	Eastbound III	
Jan. 6	14	100	Frankfurt	Jan. 13	2	9	
" 28	10	175	Cassel	Feb. 5	5	10	
Mar. 24	11	189	Frankfurt	Mar. 31	25	13	
" 31	14	126	Cassel	Apr. 15	38	21	4310
May 1	23	177	Hannover	May 8	49	40	
" 23	20	180	Frankfurt	" 30	32	58	
			Mainz	June 17	2	13	
June 27	31	269	Koeln	Aug. 12	13	49	
July 31	32	213	Frankfurt	" 31	6	5	
Aug. 28	35	130	Cassel	Sept. 22	1	9	
Oct. 2	47	208	Breslau	Oct. 10	1	14	
" 17	7	15	Chemnitz	Nov. 2	2	17	
" 31	37	218	Koeln	" 11	4	5	
Nov. 12	13	42	Cassel	" 24	1	7	
Dec. 5	22	93	Frankfurt	Dec. 13	7	7	
" 21	11	104	Chemnitz	" 29	2	8	
15 Trips	327	2239	Totals	16 Trips	190	285	4311

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Table XLIV.

PRINCE LINE.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	Eastbound Az.
	Jan. 17	14	642	Trojan Prince	Jan. 24	2	194	181	12	1	..
	" 30	..	391	Sicilian Prince	Feb. 8	..	111	103	6	2	..
	Feb. 22	..	709	Napolitan Prince	" 27	..	37	35	1	1	..
	Mar. 10	12	1055	Trojan Prince	Mar. 17	1	74	67	3	4	..
4313	" 29	..	1061	Sicilian Prince	Apr. 2	..	70	55	11	4	..
	Apr. 15	..	1093	Napolitan Prince	" 18	..	43	37	3	3	9
	May 1	13	1090	Trojan Prince	May 5	7	88	73	13	2	..
	" 15	..	1018	Sicilian Prince	" 20	2	173	145	19	9	8
	" 26	..	1018	Napolitan Prince	" 30	1	137	118	13	6	12
	June 29	..	1044	Sicilian Prince	July 4	4	243	196	32	15	20
	July 7	16	..	Trojan Prince							
	" 8	..	542	Napolitan Prince	" 18	..	333	296	24	13	..
	Aug. 13	2	793	Sicilian Prince	Aug. 18	..	490	430	42	18	31
	Sept. 8	6	1004	Napolitan Prince	Sept. 12	..	190	180	8	2	..
	" 25	5	850	Sicilian Prince	Oct. 3	2	434	410	15	9	12
	Oct. 21	7	1042	Napolitan Prince	" 25	..	682	643	24	15	..
	Nov. 9	6	1096	Sicilian Prince	Nov. 14	..	1022	992	20	10	..
4314	" 28	7	939	Napolitan Prince	Dec. 5	..	1010	998	8	4	..
	Dec. 24	5	841	Sicilian Prince							
	19 Trips	93	16228	Totals	17 Trips	19	5331	4959	254	118	92

The Eastbound Azores passengers above were all steerage, and have not been included in the "total steerage" of the Line, which are all Italian. They are covered under "Miscellaneous" in Table II.

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Table XLV.

RED STAR LINE.

New York—Antwerp.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Kroonland	Jan. 3	21	25	125
				Zeeland	" 10	32	15	172
Jan. 8	17	19	318	Finland	" 17	77	62	343
" 14	13	41	363	Vaderland	" 24	11	22	281
" 22	5	32	517	Friesland				
" 27	14	62	607	Kroonland	" 31	41	49	250
Feb. 3	8	47	535	Zeeland	Feb. 7	13	43	340
" 10	19	51	488	Finland	" 14	27	37	318
" 17	14	46	603	Vaderland	" 21	10	32	240
" 25	10	57	677	Kroonland	" 28	9	34	307
Mar. 4	9	57	840	Zeeland	Mar. 7	25	42	177
" 10	12	81	865	Finland	" 14	26	27	286
" 17	4	125	1153	Vaderland	" 21	26	58	289
" 27	..	75	1135	Kensington	" 29	..	64	134
Apr. 7	..	66	996	Southwark	Apr. 9	..	32	44
" 7	37	152	1324	Kroonland	" 11	32	91	101
" 13	19	118	1343	Zeeland	" 18	31	86	199
" 15	..	..	626	Rhynland				
" 21	15	78	815	Finland	" 25	87	227	194
" 28	15	116	1076	Vaderland	May 2	46	57	234
May 5	43	111	1214	Kroonland	" 9	49	90	221
" 12	5	115	1394	Zeeland	" 16	82	163	208
" 18	11	146	1347	Finland	" 23	98	115	219
" 26	28	162	1404	Vaderland	" 30	103	150	183
June 1	31	159	1358	Kroonland	June 6	145	135	279
" 8	17	140	1370	Zeeland	" 13	134	133	207
" 15	25	109	1387	Finland	" 20	224	185	191
" 22	14	121	1415	Vaderland	" 27	236	190	171
" 29	25	91	1250	Kroonland	July 4	241	149	265

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July 6	10	109	1391	Zeeland	" 11	75	115	226
" 13	34	135	1269	Finland	" 18	194	61	177
" 20	32	97	1229	Vaderland	" 25	105	80	149
" 28	38	122	1215	Kroonland	Aug. 1	120	142	183
Aug. 3	49	185	1294	Zeeland	" 8	33	81	195
" 10	65	121	1156	Finland	" 15	64	72	206
" 18	68	190	1141	Vaderland	" 22	39	73	131
" 25	126	211	1425	Kroonland	" 29	45	64	164
" 31	196	214	1382	Zeeland	Sept. 5	26	91	226
Sept. 7	251	198	1400	Finland	" 12	19	39	162
" 14	208	213	1402	Vaderland	" 19	14	51	177
" 21	239	202	1412	Kroonland	" 26	17	64	125
4319 " 28	194	222	1386	Zeeland	Oct. 3	82	70	253
Oct. 6	180	211	1283	Finland	" 10	43	46	176
" 12	150	226	906	Vaderland	" 17	35	44	341
" 20	111	237	962	Kroonland	" 24	14	42	270
" 26	21	215	1122	Zeeland	" 31	25	34	438
Nov. 4	36	226	1163	Finland	Nov. 7	19	39	453
" 10	21	159	1055	Vaderland	" 14	34	55	388
" 17	45	103	1119	Kroonland	" 21	28	61	453
" 23	48	114	971	Zeeland	" 28	19	48	409
Dec. 1	17	133	786	Finland	Dec. 5	11	70	591
" 7	33	57	716	Vaderland	" 12	15	55	471
" 22	15	98	1092	Zeeland	" 26	9	49	255
4320 51 Trips	2597	6375	54697	Totals	51 Trips	2911	3859	12597

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Table XLVI.

RED STAR LINE.

PHILADELPHIA—ANTWERP.

Phila. Arrival	Westbound III	Steamer	Phila. Departure	Eastbound II	Eastbound III	
		Pennland	Jan. 1	..	27	
Jan. 12	58	Switzerland	" 16	..	2	
Feb. 2	166	Nederland	Feb. 5	..	3	
" 15	175	Pennland	" 19	..	10	4322
Mar. 1	231	Switzerland				
" 16	213	Nederland	Mar. 20	..	5	
" 27	485	Pennland	Apr. 2	..	6	
Apr. 12	520	Switzerland	" 17	..	11	
" 23	494	Nederland				
		Rhynland	" 29	..	13	
May 7	317	Pennland	May 13	..	14	
" 19	540	Switzerland	" 27	..	4	
June 3	805	Rhynland	June 10	2	9	
" 17	714	Pennland	" 24	..	15	
July 1	341	Switzerland	July 8	..	11	
" 22	387	Rhynland	" 29	..	10	
Aug. 5	260	Pennland	Aug. 12	..	9	4323
" 19	130	Switzerland	" 26	..	4	
Sept. 2	310	Rhynland	Sept. 9	..	9	
" 16	467	Pennland	" 23	..	9	
" 30	321	Switzerland	Oct. 7	..	12	
Oct. 13	186	Rhynland	" 21	..	10	
Nov. 12	171	Switzerland	Nov. 18	..	23	
" 26	186	Rhynland	Dec. 2	..	16	
Dec. 10	77	Belgenland	" 16	..	19	
23 Trips	7554	Totals	23 Trips	2	251	

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Table XLVII.

SCANDINAVIAN-AMERICAN LINE.

NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 6	..	5	62	Hekla	Jan. 10	..	20	18
" 28	3	19	95	Norge	Feb. 2	6	5	13
Feb. 14	5	8	69	Island	" 17	1	7	15
4325 " 22	..	5	64	Hekla	Mar. 4	10	16	88
Mar. 17	2	32	219	Norge	" 21	3	9	30
" 21	63	97	791	Grosser Kurfuerst*				
" 31	4	18	355	Island	Apr. 4	5	18	22
Apr. 9	33	93	1310	Hellig Olav	" 15	25	82	219
" 19	8	42	633	Hekla	" 25	14	22	32
May 5	13	31	626	Norge	May 9	9	34	54
" 16	12	37	332	Island	" 23	3	39	16
" 18	49	110	1325	Hellig Olav	" 27	113	113	652
June 6	10	40	516	Hekla	June 13	33	36	90
" 15	11	73	744	United States	" 24	116	99	341
" 27	..	18	197	Norge	July 4	8	19	27
" 29	20	76	531	Hellig Olav	" 8	61	55	243
July 10	..	3	80	Island	" 18	7	11	23
4326 " 13	6	37	331	Oscar II	" 22	25	31	175
" 24	2	16	97	Hekla	Aug. 1	10	14	25
" 27	14	91	420	United States	" 5	25	56	138
Aug. 10	33	100	567	Hellig Olav	" 19	24	32	136
" 21	3	16	142	Norge	" 29	3	4	24
" 24	49	120	541	Oscar II.	Sept. 2	2	13	131
Sept. 4	8	25	53	Island	" 12	..	5	7
" 6	106	100	904	United States	" 16	13	24	177
" 18	27	45	127	Hekla	" 26	4	4	11
" 21	111	109	1046	Hellig Olav	" 30	12	16	128
Oct. 6	61	125	707	Oscar II	Oct. 14	11	33	160
" 15	6	50	109	Norge	" 24	3	6	19

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"	19	80	120	585	United States	"	28	5	28	160
"	31	..	16	38	Island	Nov.	7	..	6	8
Nov.	2	22	106	461	Helig Olav	"	11	10	26	187
"	14	..	9	60	Hekla	"	21	..	10	24
"	17	20	94	423	Oscar II	"	28	11	27	304
Dec.	1	16	49	399	United States	Dec.	9	35	84	672
"	12	..	3	69	Norge					
"	15	17	38	246	Hellig Olav	"	23	..	14	72
"	27	..	5	33	Island					
38 Trips		814	1981	15307	Totals	35 Trips		607	1018	4441

*Passengers of the "Oscar II" taken on the "Grosser Kurfuerst" at St. Michaels.

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Table XLVIII.

WHITE STAR LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 1	66	63	134	Teutonic	Jan. 7	62	70	185
" 10	41	..	106	Germanic	" 14	91	..	75
" 18	69	..	191	Cymric	" 21	83	..	111
" 23	154	143	272	Celtic	" 28	187	108	161
" 30	80	83	226	Teutonic	Feb. 4	145	71	154
4331 Feb. 5	232	131	341	Oceanic	" 11	281	86	214
" 14	28	..	184	Germanic	" 18	43	..	60
" 21	160	152	430	Cedric	" 25	187	67	127
Mar. 1	160	165	613	Celtic	Mar. 4	188	99	200
" 5	157	162	485	Oceanic	" 11	157	68	236
" 13	44	..	304	Germanic	" 18	43	..	111
" 20	187	189	798	Cedric	" 25	276	131	304
" 28	123	171	1877	Celtic	Apr. 1	222	95	225
Apr. 2	172	165	1163	Oceanic	" 8	206	127	286
" 7	63	..	1175	Cymric	" 10	37	..	44
" 9	103	177	933	Teutonic	" 15	79	62	194
" 16	37	..	790	Germanic	" 22	64	..	85
" 19	276	166	1554	Cedric	" 24	304	157	274
4332 " 25	176	190	1917	Celtic	" 29	279	149	313
" 29	199	243	1168	Oceanic	May 6	241	261	671
May 4	77	..	1338	Cymric	" 8	115	..	100
" 7	126	124	1079	Teutonic	" 13	147	160	331
" 15	19	..	802	Germanic	" 20	93	..	141
" 16	220	186	1593	Cedric	" 22	317	204	610
" 22	51	95	560	Majestic	" 27	195	180	268
" 23	119	111	1167	Celtic	" 29	301	175	492
" 28	160	132	822	Oceanic	June 3	324	251	1142
June 1	59	..	634	Cymric	" 5	187	..	227
" 3	71	114	572	Teutonic	" 10	260	197	499
" 12	27	..	365	Germanic	" 17	96	..	284
" 14	234	157	942	Cedric	" 19	331	194	525

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"	17	47	69	263	Majestic	"	24	263	224	299
"	20	140	85	599	Celtic	"	26	328	216	302
"	24	174	152	461	Oceanic	July	1	367	275	682
"	28	56	..	360	Cymric	"	3	195	..	257
July	1	73	128	323	Teutonic	"	8	162	206	203
"	5	35	17	222	Arabic	"	10	106	143	143
"	10	28	..	238	Germanic	"	15	64	..	318
"	12	270	160	444	Cedric	"	17	223	231	374
"	15	68	83	213	Majestic	"	22	81	140	250
"	19	198	96	450	Celtic	"	24	303	141	239
"	22	251	182	405	Oceanic	"	29	241	204	451
"	27	78	..	319	Cymric	"	31	121	..	124
"	30	133	130	232	Teutonic	Aug.	5	74	135	229
Aug.	2	143	96	249	Arabic	"	7	91	51	121
"	7	62	..	214	Germanic	"	12	26	..	288
"	10	357	212	418	Cedric	"	14	252	105	200
"	12	125	173	235	Majestic	"	19	60	52	261
"	16	195	201	339	Celtic	"	21	162	73	199
"	19	232	281	707	Oceanic	"	26	143	105	285
"	24	135	..	347	Cymric	"	28	42	..	102
"	26	182	229	438	Teutonic	Sept.	2	69	64	219
"	29	251	179	367	Arabic	"	4	61	44	135
Sept.	5	163	..	257	Germanic	"	9	14	..	168
"	5	360	222	1046	Cedric	"	11	154	100	181
"	9	287	232	352	Majestic	"	16	64	62	227
"	12	325	244	999	Celtic	"	18	95	95	297
"	16	398	263	986	Oceanic	"	23	88	79	291
"	21	212	..	377	Cymric	"	25	42	..	103
"	23	253	198	561	Teutonic	"	30	33	44	189
"	26	234	203	390	Arabic	Oct.	2	98	19	169
Oct.	1	87	..	300	Germanic	"	7	21	..	181
"	3	231	219	1211	Cedric	"	9	307	101	247
"	8	167	250	343	Majestic	"	14	48	61	396
"	10	311	243	693	Celtic	"	16	175	47	350
"	14	230	277	683	Oceanic	"	21	125	127	372
"	18	150	..	311	Cymric	"	23	43	..	178

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(Concluded on next page.)

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Table XLVIII—Concluded.

WHITE STAR LINE.

NEW YORK—LIVERPOOL.

(Continued from preceding page.)

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Oct. 21	72	180	360	Teutonic	Oct. 28	56	46	313
" 24	71	75	302	Arabic	" 30	54	14	227
" 29	282	274	753	Cedric	Nov. 4	205	122	948
4337 Nov. 4	64	113	268	Majestic	" 11	62	73	362
" 8	158	139	391	Celtic	" 13	106	69	406
" 11	249	137	373	Oceanic	" 18	85	109	549
" 16	115	..	252	Cymric	" 20	42	..	225
" 18	95	81	220	Teutonic	" 25	54	91	469
" 26	292	191	584	Cedric	Dec. 2	254	184	1506
Dec. 4	95	55	227	Arabic	" 9	86	90	583
" 10	170	164	342	Oceanic	" 16	183	236	1190
" 17	140	155	167	Teutonic	" 23	65	63	498
" 25	200	92	252	Cedric	" 30	190	78	345
" 31	115	39	90	Majestic				
81 Trips	12451	9638	45468	Totals	80 Trips	11724	7231	25300

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Table XLIX.

WHITE STAR—LEYLAND LINE.

New York—Liverpool.

N. Y. Arrival	Westbound II	Steamer	N. Y. Departure	Eastbound II
Apr. 13	34	Canadian	Apr. 21	17
May 5	23	Victorian	May 12	19
" 18	8	Armenian	" 26	18
June 9	23	Victorian	June 16	53
" 22	17	Armenian	" 30	54
July 13	23	Victorian	July 21	19
" 28	30	Armenian	Aug. 4	26
Aug. 17	30	Victorian	" 25	8
" 31	62	Armenian	Sept. 8	12
Sept. 21	59	Victorian	" 29	6
Oct. 6	57	Armenian	Oct. 13	14
" 27	37	Victorian	Nov. 3	11
Nov. 11	19	Armenian	" 17	18
13 Trips	422	Totals	13 Trips	275

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Table L.

WILSON LINE.

New York—Hull.

	N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I
	Feb. 19	4	Toronto	Feb. 26	1
			Consuelo	Apr. 2	2
	Apr. 9	3	Toronto	" 18	3
	" 20	1	Buffalo		
4343	" 24	4	Colorado	May 2	1
			Consuelo	" 14	7
	May 28	3	Toronto	June 6	11
	June 15	3	Colorado	" 18	11
	" 17	1	Consuelo	" 26	9
			Toronto	July 25	12
			Colorado	Aug. 4	12
	Aug. 3	5	Consuelo	" 12	3
	" 27	5	Toronto	Sept. 6	7
	Sept. 13	12	Colorado	" 18	2
	" 18	12	Consuelo	" 26	3
	Oct. 2	12	Buffalo		
	" 15	11	Toronto	Oct. 24	3
4344	" 30	1	Colorado		
	Nov. 3	1	Consuelo		
	Dec. 26	1	Consuelo		
	16 Trips	79	Totals	15 Trips	87

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Table LI.

MISCELLANEOUS TABLE.

MEDITERRANEAN—NEW YORK.

N. Y. Arrival	Westbound I	II	III	Steamer		
Jan. 15	5	..	157	Montevideo*	(Naples)	
Feb. 13	4	1	176	Montserrat*	(")	
" 25	..	..	568	Equita†	(")	
Mar. 12	2	1	454	Leon XIII*	(")	
" 20	..	..	832	Attivita†	(")	
" 22	..	6	716	Regina Elena†	(")	4346
Apr. 8	..	..	1089	Balilla†	(")	
" 13	..	..	1213	Equita†	(")	
" 18	3	20	880	Buenos Aires*	(")	
May 9	31	..	598	Regina Elena†	(")	
" 12	8	4	546	Manuel Calvo*	(")	
" 22	1	..	491	Attivita†	(")	
" 25	..	1	862	San Gottardo†	(")	
June 11	6	3	522	Montevideo*	(")	
July 11	16	4	362	Montserrat*	(")	
Aug. 10	9	5	492	Leon XIII*	(")	
Sept. 8	33	12	872	Buenos Aires*	(")	
Oct. 14	59	58	707	Manuel Calvo*	(")	
" 30	..	..	343	San Gottardo†	(")	4347
Nov. 11	47	25	148	Cataluna*	(")	
" 18	1	..	41	Burgundia	(Fabre, Marseilles)	
Dec. 12	31	35	344	Montserrat*	(Naples)	
22 Trips	256	175	12413	Totals		

*Of Compania Transatlantica de Barcelona—unofficial figures, known to be incomplete, but official returns refused by that Line.

†"Outside" steamers—no eastbound passengers carried.

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For Private Circulation Only.

(Printed Annual Report No. 6.) 1904

REPORT OF THE

TRANS-ATLANTIC PASSENGER MOVEMENT

CALENDAR YEAR 1904.

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Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

New York, February, 1905.

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TABLE I—STATEMENT OF EAST AND WESTBOUND TRANS-ATLANTIC PASSENGER MOVEMENT FOR THE CALENDAR YEAR 1904,

showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1903 for all ports.

Westbound				NEW YORK.	Eastbound				
I	II	III	Trips		Trips	I	II	III	
304	1296	2339	28	Allan-State (Glasgow)	25	297	478	545	4358
4106	4727	28030	48	American (Southampton)	48	3166	2807	12422	
1697	6065	12980	39	Anchor (Glasgow)	40	1611	3238	6205	
130	....	15026	28	" (Medit.)	25	103	....	12199	
3630	....	....	51	Atlantic Transport (London)	51	3627	....	....	
62	54	4276	8	Austro-Americana (Medit.)	8	9	12	5142	
21	25	4312	12	Co. Trasatlantica (Medit.)	11	23	14	1599	
66	96	80	12	" " (Cadiz, etc.)	12	59	29	66	
5948	12197	38929	63	Cunard (Liverpool)	66	5907	8907	22260	
625	1026	24016	21	" (Medit.)	18	850	151	15237	
96	....	17225	28	Fabre (Medit.)	19	87	....	12150	
4549	6914	34665	54	French (Havre)	54	4653	4112	9515	
				" (Medit. via Havre)	54	....	....	14599	
3023	2500	3292	11	Hamburg, Express (Hamburg)	9	2555	1352	2263	4359
6011	11490	77816	71	" Regular (")	72	5838	7645	22089	
94	....	566	1	" Express (Medit.)	2	739	....	591	
646	246	12535	17	" Regular (")	18	940	55	10947	
13	6	646	9	" (Levante)					
3027	5141	25630	43	Holland (Rotterdam)	43	2814	2759	10968	
132	....	1818	7	Ins. Nav. Co. (Azores-Lisbon)	7	66	....	1179	
671	....	18894	23	La Veloce (Medit.)	20	401	....	13968	
53	....	1398	4	Linha Portuguezes (Az.-Lisbon)	1	....	....	62	
395	903	17315	26	Navagazione (Medit.)	25	496	538	14535	
9929	9218	21926	31	N. Ger. Lloyd, Exp. (Bremen)	31	9060	5140	18288	
3110	9150	53621	58	" " " Reg. (")	43	3535	4534	14250	
2409	3334	22902	31	" " " (Medit.)	32	3596	1082	28968	

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85	....	7937	14	Prince (Medit.)	13	5	....	6453
2918	6511	39139	50	Red Star (Antwerp)	50	2830	4098	15792
....	4	1577	7	Scandia (Scand.)	7	....	....	4923
652	1550	19445	36	Scandanavian-Am. (Scand.)	35	642	1130	6491
13022	10846	57784	70	White Star (Liverpool)	71	12625	8643	34243
70	92	398	2	" " (Medit.)	4	422	101	4886
51	....	....	11	Wilson (Hull)	11	69	....	....
525	49	4668	7	Miscellaneous	3	810	....	148
68090	93440	571185	921	Totals	928	67835	56825	322983

CANADIAN PORTS.

3155	9172	27172	53	Allan (Liverpool)	54	2327	3243	8642
369	4091	4829	33	" (Glasgow)	19	214	436	307
458	1150	1816	23	" (Liverpool-Halifax)	21	276	124	181
974	2299	15409	30	Can.Pac.Ry.Atl.Service(L'pool)	29	815	949	2837
....	64	5577	19	" " " " " (Ant'p-L'd'n)	7	....	51	37
861	6614	13307	36	Dominion (Liverpool)	37	723	2030	2267
....	....	3030	4	Hamburg, Hansa (Hamburg)				
5817	23390	71140	198	Totals	167	4355	6833	14271

BOSTON.

....	235	1081	10	Allan (Glasgow)				
1767	3564	30199	23	Cunard (Liverpool)	23	1869	2275	11655
1252	....	....	43	Leyland (")	43	1113	....	....
2073	2146	15822	27	White Star (Liverpool)	25	1361	1053	5088
1214	1166	14119	17	" " (Medit.)	18	3222	100	8316
....	....	2227	15	" " (Azores)	15	....	....	1659
6306	7111	63448	135	Totals	124	7565	3428	26718

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PHILADELPHIA.

....	3459	18425	43	American (Liverpool)	44	....	2443	6604
....	....	2034	21	Red Star (Antwerp)	21	....	....	260
....	3459	20459	64	Totals	65	....	2443	6864

BALTIMORE.

....	1814	38209	42	N. Ger. Lloyd (Bremen)	32	....	1106	287

NEW ORLEANS.

4364

200	..	....	30	Leyland (L'pool-L'd'n-B,m, etc)	37	246	9	....
46	54	2096	2	Navigazione (Medit.)	2	20	....	288
246	54	2096	32	Totals	39	266	9	288

GALVESTON.

....	395	1343	14	N. Ger. Lloyd (Bremen)	14	....	247	261
80459	129663	767880	1406	Grand totals, 1904	1369	80021	70891	374263
80415	130906	894926	1480	Grand totals, 1903	1378	76623	66395	254220

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Table II.

Division of the Passenger Business by Groups of Lines.

Westbound					Eastbound			
I	II	III	Trips	BRITISH.	Trips	I	II	III
3155	9172	27172	53	Allan (Mont.-L'pool)	54	2327	3243	8642
369	4091	4829	33	" (Glasgow-Mont.)	19	214	436	307
....	235	1081	10	" (" -Bost.)				
458	1150	1816	23	" (L'pool-H'fax)	21	276	124	181
304	1296	2339	28	Allan-State (N. Y.-Glasgow)	25	297	478	545
4106	4727	28030	48	American (N. Y.-So'hampton)	48	3166	2807	12422
....	3459	18425	43	" (Phil.-L'pool)	44	....	2443	6604
1697	6065	12980	39	Anchor (N. Y.-Glasgow)	40	1611	3238	6205
3650	....	....	51	At. Transport (N. Y.-London)	51	3627	....	....
974	2299	15409	30	Can.Pc.Ry.Atl.Ser.(Mont.-L'pool)	29	815	949	2837
				" " " " " (Mont.-L'nd'n)	7	....	51	37
5948	12197	38929	63	Cunard (N. Y.-L'pool)	66	5907	8907	22260
1767	3564	30199	23	" (Bost.-L'pool)	23	1869	2275	11655
861	6614	13307	36	Dominion (Mont.-L'pool)	37	723	2030	2267
1252	....	....	43	Leyland (Bost.-L'pool)	43	1113	....	....
174	....	....	29	" (N. O.- " London)	32	231	9	....
....	4	1577	7	Scandia (N. Y.-Scand.)	7	....	....	4923
652	1550	19445	36	Scand.-Am. (N. Y.-Scand.)	35	642	1130	6491
13022	10846	57784	70	White Star (N. Y.-L'pool)	71	12625	8643	34243
2073	2146	15822	27	" " (Bost.-L'pool)	25	1361	1053	5088
51	....	....	11	Wilson (N. Y.-Hull)	11	69	....	....
40513	69415	289144	703	Totals	688	36873	37816	124707

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CONTINENTAL.

....	64	5577	19	Can.P.Ry.At.Ser.(Antw'p-Mont.)					
625	1026	24016	21	Cunard (N. Y.-Adriatic)					
4549	6914	34665	54	French (N. Y.-Havre)	54	4653	4112	9515	
3023	2500	3292	11	Hamburg Exp. (N. Y.-H'burg)	9	2555	1352	2263	
6011	11490	77816	71	" Reg. (" ")	72	5838	7645	22089	
....	....	3030	4	" Hansa (H'burg-H'fax)					
3027	5141	25630	43	Holland (N. Y.-Rotterdam)	43	2814	2759	10968	
26	....	....	1	Leyland (N. O.-B'm-Ant'p, etc.)	5	15	....	....	
9929	9218	21926	31	N. Ger. Lloyd, Ex. (N. Y.-B'm)	31	9060	5140	18288	
3110	9150	53621	58	" " Reg.(N.Y.-B'm)	43	3535	4534	14250	
....	1814	38209	42	" " (Balto.-Bremen)	32	....	1106	2878	4370
....	395	1343	14	" " (Galv.- ")	14	....	247	261	
2918	6511	39139	50	Red Star (N. Y.-Antwerp)	50	2830	4098	15792	
....	....	2034	21	" (Phil.- ")	21	....	....	260	
33218	54223	330298	440	Totals	374	31300	30993	96564	

MEDITERRANEAN.

130	....	15026	28	Anchor (N. Y.-Medit.)	25	103	....	12199	
62	54	4276	8	Austro-Americana (N.Y.-Medit.)	8	9	12	5142	
21	25	4312	12	Co. Trasatlantica (N.Y.-Medit.)	11	23	14	1599	
				Cunard (N. Y.-Medit.)	18	850	151	15237	
96	....	17225	28	Fabre (N. Y.-Medit.)	19	87	....	12150	
				French (N.Y.-Medit.via Havre)	54	....	....	14599	
94	....	566	1	Hamburg Exp. (N. Y.-Medit.)	2	739	....	591	4371
646	246	12535	17	" Reg. (N. Y.-Medit.)	18	940	55	10947	
13	6	646	9	" (Levante-N. Y.)					
671	....	18894	23	La Veloce (N. Y.-Medit.)	20	401	....	13968	
395	903	17315	26	Navigazione (N. Y.-Medit.)	25	496	538	14535	
46	54	2096	2	" (N. O.- ")	2	20	....	288	
2409	3334	22902	31	N. Ger. Lloyd (N. Y.-Medit.)	32	3596	1082	28968	
85	....	7937	14	Prince (N. Y.-Medit.)	13	5	....	6453	
1214	1166	14119	17	White Star (Bost.-Medit.)	18	3222	100	8316	
70	92	398	2	" " (N. Y.-Medit.)	4	422	101	4886	
525	49	4668	7	Miscellaneous (N. Y.-Medit.)	1	810	....	....	
6477	5929	142915	225	Totals	270	11723	2053	140878	

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MISCELLANEOUS.

66	96	80	12	Co. Trasatlantica (N. Y.-Spain)	12	59	29	66
132	....	1818	7	Ins. Nav. Co. (New Bedford-Lisbon)	7	66	....	1179
53	....	1398	4	Linha Portuguezes (N. Y.-Lisbon)	1	....	....	62
				Prince (N. Y.-Azores)	2	....	....	148
....	....	2227	15	White Star (Bost.-Azores)	15	....	....	1659
251	96	5523	38	Totals	37	125	29	3114

Table III.

ALLAN LINE.

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MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL.
HALIFAX (WINTER)

Mont. St. John Halifax Arrival	Westbound I	II	III	Steamer	Mont. St. John Halifax Departure	Eastbound I	II	III
				Pretorian	Jan. 5	17	48	61
Jan. 5	3	28	105	Laurentian	" 12	4	10	23
" 11	28	75	155	Ionian	" 19	34	20	89
" 18	12	54	140	Sicilian	" 26	17	20	64
" 25	13	77	140	Parisian	Feb. 3	16	22	70
				Corinthian	" 9	4	14	36
Feb. 4	18	53	110	Pretorian	" 13	..	1	4
" 9	8	65	165	Laurentian	" 16	9	12	35
" 13	26	85	149	Ionian	" 23	16	14	146
" 23	7	80	146	Sicilian	Mar. 1	13	12	44
" 28	57	285	463	Bavarian	" 8	44	36	63
Mar. 6	7	120	220	Pretorian	" 15	3	26	85
" 11	28	177	248	Parisian	" 22	17	27	95
" 19	82	319	879	Tunisian	" 29	45	33	108
" 27	45	225	718	Ionian	Apr. 5	12	17	55
Apr. 1	93	328	1067	Bavarian	" 12	35	51	187

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"	12	16	122	281	Pretorian	"	19	7	4	49
"	16	55	199	396	Parisian	"	26	26	26	55
"	23	121	311	1076	Tunisian	May	3	44	70	162
May	2	63	245	1018	Ionian	"	7	23	110	151
"	8	153	321	1169	Bavarian	"	14	83	101	95
"	16	15	183	367	Numidian					
"	18	42	118	317	Pretorian	"	21	29	41	60
"	22	58	211	414	Parisian	"	27	22	47	68
"	28	98	296	969	Tunisian	June	3	105	172	269
June	3	41	227	547	Ionian	"	10	63	83	313
"	10	82	307	837	Bavarian	"	17	162	165	146
"	17	19	216	384	Parisian	"	24	91	71	43
"	24	65	292	560	Tunisian	July	1	149	192	217
July	2	39	136	688	Ionian	"	8	57	64	263
"	9	89	219	676	Bavarian	"	15	93	108	276
"	17	41	236	437	Parisian	"	22	63	68	169
"	22	76	250	763	Tunisian	"	29	102	95	194
Aug.	2	61	128	512	Ionian	Aug.	5	46	59	172
"	4	158	276	825	Bavarian	"	12	59	71	182
"	13	69	165	323	Parisian	"	19	44	40	134
"	19	130	270	750	Tunisian	"	26	72	118	264
"	26	79	185	470	Ionian	Sept.	2	47	42	115
Sept.	1	180	240	740	Bavarian	"	9	80	68	207
"	9	130	129	366	Parisian	"	16	26	62	125
"	15	180	250	920	Tunisian	"	23	65	76	222
"	23	95	180	604	Ionian	"	30	46	43	174
"	30	108	281	595	Bavarian	Oct.	7	64	79	224
Oct.	7	44	133	411	Parisian	"	14	23	54	121
"	14	105	228	577	Tunisian	"	21	71	91	254
"	21	24	110	460	Ionian	"	28	22	41	222
"	28	69	148	705	Bavarian	Nov.	4	30	81	386
Nov.	5	6	68	360	Parisian	"	11	24	41	152
"	12	74	150	620	Tunisian	"	18	82	90	504
					Pretorian	"	22	13	49	294
"	18	26	64	483	Ionian	"	28	32	27	209
"	25	36	96	390	Bavarian	Dec.	6	36	133	422

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Dec.	4	12	37	270	Corinthian	" 14	16	121	298
"	10	30	74	360	Parisian	" 20	20	68	180
"	18	13	51	286	Sicilian	" 27	4	9	86
"	24	26	49	541	Ionian				
53 Trips		3155	9172	27172	Totals	54 Trips	2327	3243	8642

Table IV.

ALLAN LINE.

GLASGOW—MONTREAL.

4379

Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
Mar. 23	13	239	92	Laurentian				
" 31	..	135	142	Sarmatian				
Apr. 7	21	198	198	Numidian				
" 21	1	183	172	Mongolian				
May 7	29	247	330	Corinthian	May 11	2	7	12
" 7	..	209	117	Sardinian				
" 13	..	178	131	Buenos Ayrean				
" 17	24	238	139	Sicilian	" 25	16	38	7
" 31	..	122	196	Pomeranian				
June 2	5	122	72	Mongolian				
" 7	18	241	201	Corinthian	June 15	20	54	15
4380 " 15	..	202	244	Sardinian	" 22	..	8	2
" 21	19	219	135	Sicilian	" 29	24	55	19
" 28	7	164	117	Pretorian	July 6	57	36	27
July 13	17	129	146	Corinthian	" 20	13	35	23
" 18	..	56	151	Sardinian	" 27	..	..	3
" 25	19	73	303	Sicilian	Aug. 3	7	24	24
Aug. 4	25	85	160	Pretorian	" 10	7	15	27
" 10	..	38	110	Pomeranian				
" 18	12	109	117	Corinthian	" 24	12	24	24
" 23	..	47	94	Sardinian				
" 29	18	115	141	Sicilian	Sept. 8	4	31	15

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Sept. 5	52	160	157	Pretorian	" 16	22	33	12	
" 15	..	56	145	Pomeranian					
" 22	30	127	168	Corinthian	" 29	9	21	14	
" 26	..	60	115	Sardinian	Oct. 6	..	..	1	
Oct. 3	5	60	156	Sicilian	" 13	10	15	27	
" 11	22	80	95	Pretorian	" 20	5	21	19	
" 18	..	25	110	Pomeranian					
" 25	14	55	95	Corinthian	Nov. 3	6	13	15	
Nov. 2	..	26	50	Sardinian					
" 8	5	70	150	Sicilian	" 17	..	6	21	
" 13	13	23	80	Pretorian					
33 Trips	369	4091	4829	Totals	19 Trips	214	436	307	4382

Table V.

ALLAN LINE.

GLASGOW—BOSTON.

Boston Arrival	Westbound II	III	Steamer	
Mar. 18	8	18	Sardinian	
Apr. 2	32	34	Sarmatian	
" 18	36	28	Siberian	
" 24	18	26	Pomeranian	
May 11	27	286	Sarmatian	4383
June 12	36	166	Sarmatian	
July 24	25	215	Sarmatian	
Aug. 8	5	32	Corean	
" 29	35	186	Sarmatian	
Oct. 3	13	90	Sarmatian	
10 Trips	235	1081	Totals	

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Table VI.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
					Buenos Ayrean	Jan. 11	7	..	..
	Jan. 20	21	1	3	Carthaginian	Feb. 5	37	5	42
	Mar. 10	..	9	..	Carthaginian	Mar. 27	..	9	..
4385	" 24	10	31	20	Buenos Ayrean	" 12	10	21	20
	Apr. 7	..	230	136	Sicilian				
	" 16	..	186	219	Siberian*				
	" 22	..	96	232	Pomeranian*				
	" 30	31	182	213	Carthaginian	May 18	25	7	8
	May 11	24	55	87	Corean	" 27	7	6	13
	" 24	24	67	105	Siberian	June 11	9	2	2
	June 9	53	26	193	Carthaginian	" 27	35	8	4
	" 22	10	17	51	Buenos Ayrean	July 11	17	1	1
	July 5	21	49	48	Siberian	" 21	17	2	7
	" 18	41	41	108	Carthaginian	Aug. 4	17	7	13
	Aug. 1	26	18	46	Buenos Ayrean	" 18	8	12	1
	" 15	17	21	43	Siberian	Sept. 2	14	1	1
	" 29	61	32	28	Carthaginian	" 15	9	..	2
4386	Sept. 14	33	34	45	Buenos Ayrean	" 30	5	2	..
	" 26	28	20	48	Siberian	Oct. 13	9	4	7
	Oct. 10	25	11	72	Carthaginian	" 27	7	5	10
	" 25	12	15	76	Buenos Ayrean	Nov. 11	5	3	..
					Laurentian	" 21	9	27	25
	Nov. 8	12	1	3	Siberian	Dec. 7	18	..	16
	" 30	6	..	32	Carthaginian	" 21	11	2	9
	Dec. 17	3	8	8	Buenos Ayrean				
	23 Trips	458	1150	1816	Totals	21 Trips	276	124	181

*Proceeded to Boston.

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Table VII.

ALLAN STATE LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 2	3	43	68	Mongolian	Jan. 9	1	10	21	
" 16	5	20	26	Siberian	" 22	..	15	2	
" 29	1	37	79	Corinthian	Feb. 5	5	14	41	
Feb. 16	..	56	77	Corean					
" 29	2	53	82	Numidian	Mar. 5	1	17	27	4388
Mar. 11	..	73	115	Corinthian	" 19	6	9	18	
" 26	3	9	55	Laurentian	Apr. 2	8	20	12	
Apr. 11	11	17	86	Numidian	" 16	11	18	18	
" 23	10	45	96	Mongolian	" 28	18	39	5	
May 6	9	71	56	Laurentian	May 12	13	25	36	
" 20	7	33	58	Numidian	" 26	28	26	15	
June 4	8	59	64	Mongolian	June 9	44	47	45	
" 15	14	30	78	Laurentian	" 23	18	78	16	
" 30	8	34	66	Numidian	July 7	49	45	36	
July 7	14	31	57	Mongolian	" 14	31	23	25	
" 19	4	35	76	Laurentian	" 28	12	18	20	
Aug. 4	9	35	73	Numidian	Aug. 11	14	8	11	
" 17	19	18	64	Mongolian	" 25	5	5	10	
" 25	12	55	53	Laurentian	Sept. 1	4	7	32	4389
Sept. 8	60	121	83	Numidian	" 15	2	14	6	
" 23	50	128	88	Mongolian	" 29	5	11	22	
" 28	19	102	101	Laurentian	Oct. 6	9	7	29	
Oct. 14	21	58	131	Numidian	" 20	6	4	20	
Nov. 7	8	54	161	Laurentian	Nov. 17	2	5	17	
" 18	2	15	114	Numidian	" 24	1	10	46	
Dec. 1	..	15	129	Pomeranian					
" 16	2	31	129	Mongolian	Dec. 22	4	3	15	
" 28	3	18	74	Numidian					
28 Trips	304	1296	2339	Totals	25 Trips	297	478	545	

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Table VIII.

AMERICAN LINE.

New York—Southampton.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Philadelphia	Jan. 2	30	39	233
	Jan. 3	106	55	170	St. Louis	" 9	55	36	357
	" 10	42	62	175	New York	" 16	57	37	282
	" 17	42	45	155	St. Paul	" 23	28	31	120
	" 23	41	49	195	Philadelphia	" 30	77	29	123
	" 31	37	63	232	St. Louis	Feb. 6	65	33	264
4391	Feb. 7	45	46	182	New York	" 13	44	33	65
	" 14	91	65	162	St. Paul	" 20	98	33	162
	" 21	34	62	226	Philadelphia	" 27	38	16	144
	" 28	71	98	248	St. Louis	Mar. 5	31	33	149
	Mar. 5	61	68	306	New York	" 12	33	13	180
	" 13	86	79	331	St. Paul	" 19	52	31	199
	" 27	52	119	704	St. Louis	Apr. 2	57	53	155
	Apr. 10	61	138	481	St. Paul	" 16	103	42	122
	" 16	51	107	553	Philadelphia	" 23	47	60	101
	" 23	76	162	678	St. Louis	" 30	122	102	152
	May 2	23	..	563	Germanic	May 7	18	..	160
	" 8	88	177	543	St. Paul	" 14	94	111	191
	" 15	58	114	473	Philadelphia	" 21	70	75	269
4392	" 21	112	153	651	St. Louis	" 28	164	113	283
	" 30	12	..	368	Germanic	June 4	52	..	209
	June 4	67	113	390	St. Paul	" 11	203	184	291
	" 11	64	108	719	Philadelphia	" 18	156	174	201
	" 18	71	113	621	St. Louis	" 25	185	185	482
	" 27	19	..	853	Germanic	July 2	74	..	522
	July 3	48	107	854	St. Paul	" 9	120	135	658
	" 9	61	66	757	Philadelphia	" 16	92	93	605
	" 17	89	107	853	St. Louis				
	" 24	60	91	753	New York	" 30	80	65	479
	Aug. 3	99	114	845	St. Paul	Aug. 6	86	90	492
	" 6	99	120	747	Philadelphia	" 13	28	55	373

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" 14	77	..	775	Germanic	" 20	20	..	212
" 20	123	195	781	New York	" 27	32	36	340
" 27	296	185	835	St. Paul	Sept. 3	41	68	379
Sept. 3	299	203	680	Philadelphia	" 10	56	57	286
" 12	153	..	629	Germanic	" 17	20	..	199
" 17	281	247	631	New York	" 24	53	62	257
" 24	314	212	766	St. Paul	Oct. 1	65	89	176
Oct. 1	202	219	728	Philadelphia	" 8	49	68	195
" 11	39	..	767	Germanic	" 15	25	..	118
" 15	78	208	640	New York	" 22	27	55	184
" 22	74	131	658	St. Paul	" 29	32	54	131
" 29	31	97	721	Philadelphia	Nov. 5	37	40	192
Nov. 12	59	107	757	New York	" 19	51	65	280
" 20	93	83	838	St. Paul	" 26	96	55	292
" 26	56	65	782	Philadelphia	Dec. 3	54	70	490
Dec. 12	42	59	742	New York	" 17	65	71	316
" 18	92	65	794	St. Paul	" 24	56	77	177
" 25	31	50	718	St. Louis	" 31	28	39	175
48 Trips	4106	4727	28030	Totals	48 Trips	3166	2807	12422

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Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

4395

Date Arrival	Westbound II	Westbound III	Steamer	Date Departure	Eastbound II	Eastbound III
			Westernland	Jan. 2	4	63
Jan. 5	43	162	Haverford	" 11	7	165
" 15	22	99	Noordland	" 19	5	35
" 18	22	142	Friesland			
" 25	36	140	Merion	" 31	8	66
Feb. 10	56	265	Haverford	Feb. 14	17	54
			Friesland	" 20	17	56
" 20	46	160	Noordland	" 27	16	49
Mar. 3	74	298	Merion	Mar. 8	20	64
" 7	38	182	Westernland	" 12	6	34

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"	14	72	254	Haverford	" 19	38	31
"	20	36	217	Friesland	" 26	29	65
Apr.	4	50	413	Noordland	Apr. 9	54	96
"	14	78	200	Merion	" 18	69	85
"	17	60	166	Westernland	" 23	52	42
"	25	124	364	Haverford	" 30	86	116
May	1	79	448	Friesland	May 7	51	96
"	10	59	343	Noordland	" 14	47	74
"	16	87	392	Merion	" 21	121	123
"	22	60	320	Westernland	" 28	166	121
"	30	96	398	Haverford	June 4	129	233
				Belgenland	" 11	..	119
4397 June	13	115	412	Noordland	" 18	140	126
"	19	87	233	Merion	" 25	129	258
"	27	92	479	Westernland	July 2	123	470
July	3	104	395	Haverford	" 9	110	478
"	10	92	273	Friesland	" 16	177	321
"	18	75	244	Noordland	" 23	62	271
"	24	75	379	Merion	" 30	90	270
"	31	57	338	Westernland	Aug. 6	48	192
Aug.	1	119	421	Haverford	" 13	47	240
"	14	124	325	Friesland	" 20	61	229
"	22	48	284	Noordland	" 27	38	127
"	28	126	424	Merion	Sept. 3	67	218
Sept.	4	147	626	Westernland	" 10	26	139
4398 "	10	130	771	Haverford	" 17	66	150
"	18	157	687	Friesland	" 24	38	162
"	26	94	740	Noordland	Oct. 1	25	151
Oct.	2	98	891	Merion	" 8	65	116
"	9	38	818	Westernland	" 15	21	93
"	17	131	950	Haverford	" 22	34	130
"	31	112	713	Friesland	Nov. 5	23	168
Nov.	13	117	871	Merion	" 19	42	129
"	27	86	762	Haverford	Dec. 3	40	273
Dec.	13	46	721	Friesland	" 17	29	106
"	28	51	705	Merion			
43 Trips		3459	18425	Totals	44 Trips	2443	6604

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Table X.

ANCHOR LINE.

NEW YORK—GLASGOW.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Anchoria	Jan. 2	2	9	72	
Jan. 9	9	63	117	Furnessia	" 16	8	20	65	
" 23	3	62	141	Ethopia	" 30	1	11	49	
Feb. 8	6	70	114	Anchoria	Feb. 13	4	20	45	
" 18	13	95	112	Furnessia	" 27	11	36	112	4400
Mar. 5	4	84	93	Ethiopia	Mar. 12	..	38	71	
" 16	13	126	204	Astoria	" 26	3	30	57	
" 28	24	245	452	Columbia	Apr. 2	31	71	122	
Apr. 12	19	235	318	Furnessia	" 16	22	90	103	
" 25	39	438	754	Columbia	" 30	65	113	147	
May 2	10	158	151	Astoria	May 7	33	99	87	
" 11	7	101	177	Anchoria	" 14	8	56	68	
" 15	14	242	337	Furnessia	" 21	34	119	159	
" 22	40	250	747	Columbia	" 28	159	266	361	
June 1	5	78	176	Ethiopia	June 4	28	93	130	
" 6	10	220	308	Astoria	" 11	92	177	142	
" 13	7	85	143	Anchoria	" 18	73	180	96	
" 19	27	177	347	Columbia	" 25	305	226	446	4401
" 27	14	103	164	Furnessia	July 2	132	286	382	
July 4	3	61	196	Ethiopia	" 9	49	105	247	
" 10	25	61	208	Astoria	" 16	57	144	218	
" 17	55	140	412	Columbia	" 23	153	153	535	
" 26	8	52	149	Anchoria	" 30	31	62	139	
" 31	68	129	287	Furnessia	Aug. 6	28	78	207	
Aug. 8	27	42	169	Ethiopia	" 13	6	29	96	
" 14	130	272	677	Columbia	" 20	54	78	344	
" 21	43	124	241	Astoria	" 27	9	33	96	
" 29	71	121	257	Anchoria	Sept. 3	4	35	96	
Sept. 5	204	382	396	Furnessia	" 10	13	51	114	

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"	12	311	227	737	Columbia	"	17	48	97	227
"	20	80	122	446	Ethiopia	"	24	2	25	68
"	26	71	237	370	Astoria	Oct.	1	14	40	76
Oct.	5	41	172	249	Anchoria	"	8	7	23	81
"	9	153	377	766	Columbia	"	15	48	73	218
"	18	60	229	488	Furnessia	"	22	16	50	98
"	31	12	127	358	Astoria	Nov.	5	14	42	125
Nov.	6	26	142	636	Columbia	"	19	28	75	190
"	23	28	106	405	Furnessia	Dec.	3	14	51	125
Dec.	9	13	63	364	Astoria	"	17	5	44	154
"	24	4	47	314	Ethiopia	"	31	..	10	37
4303	39 Trips	1697	6065	12980	Totals	40 Trips		1611	3238	6205

4304

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Table XI.

ANCHOR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I	
Jan. 2	3	388	Calabria	Jan. 9	2	315	310	2	3	
" 11	2	254	California	" 20	..	60	57	2	1	
" 24	5	216	Perugia	Feb. 1	1	129	121	5	3	
Feb. 12	2	393	Victoria							
" 27	6	492	Calabria	Mar. 5	2	18	18	..	..	4406
Mar. 6	6	1245	Italia	" 12	3	173	152	11	10	
" 18	1	1209	Perugia	" 24	..	67	64	2	1	
" 25	..	930	California	Apr. 2	..	9	9	..	..	
Apr. 13	3	972	Victoria							
" 16	2	1104	Calabria	" 23	1	69	63	2	4	
" 19	2	1046	Algeria							
" 23	6	1426	Italia	" 30	15	138	116	12	10	
May 4	..	1102	Perugia	May 10	7	150	139	7	4	
June 2	4	966	Calabria	June 9	8	315	302	9	4	
" 10	11	344	Italia	" 18	12	341	316	18	7	
" 26	7	270	Perugia	July 2	6	863	819	30	14	
July 14	2	356	Algeria	" 23	5	621	603	9	9	
" 25	6	175	Calabria	" 30	7	1284	1177	68	39	4407
Aug. 2	2	154	Italia	Aug. 9	13	519	489	22	8	
" 24	11	174	Perugia	Sept. 3	4	1107	1023	47	37	
Sept. 9	4	175	Algeria	" 17	..	385	356	18	11	
" 23	13	184	Calabria	Oct. 1	3	1139	1085	34	20	
Oct. 8	13	314	Italia	" 15	4	741	683	37	21	
" 24	6	224	Perugia	" 29	..	750	687	40	23	
Nov. 12	6	214	Algeria	Nov. 19	..	494	482	10	2	
" 23	1	195	Calabria	" 28	..	1157	1144	9	4	
" 29	5	254	Italia	Dec. 7	5	956	936	11	9	
Dec. 21	1	250	Perugia	" 31	5	399	395	3	1	
28 Trips	130	15026	Totals	25 Trips	103	12199	11546	408	245	

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Table XII.

ATLANTIC TRANSPORT LINE.

New York—London.

	N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
			Minnehaha	Jan. 2	34
	Jan. 5	6	Mesaba	" 9	11
			Menominee	" 17	19
	" 18	26	Minnetonka	" 23	22
	" 27	12	Marquette	" 30	15
4409	Feb. 1	68	Minnehaha	Feb. 7	49
	" 14	10	Manitou		
	" 16	14	Mesaba	" 20	20
	" 23	41	Minnetonka	" 27	45
	Mar. 2	20	Marquette	Mar. 5	28
	" 9	41	Menominee	" 12	22
	" 12	28	Minneapolis	" 19	99
	" 21	40	Mesaba	" 26	80
	" 27	54	Minnetonka	Apr. 2	43
	Apr. 6	75	Marquette	" 9	25
	" 11	59	Minnehaha	" 16	120
	" 19	57	Minneapolis	" 23	144
	" 26	52	Mesaba	" 30	87
4410	May 2	78	Minnetonka	May 7	76
	" 9	140	Minnehaha	" 14	105
	" 16	43	Minneapolis	" 21	139
	" 24	21	Mesaba	" 28	92
	" 31	91	Minnetonka	June 4	145
	June 6	87	Minnehaha	" 11	160
	" 13	84	Minneapolis	" 18	156
	" 21	22	Mesaba	" 25	104
	" 27	98	Minnetonka	July 2	158
	July 4	78	Minnehaha	" 9	148
	" 11	86	Minneapolis	" 16	145
	" 19	30	Mesaba	" 23	91

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"	25	120	Minnetonka	" 30	138
Aug.	2	114	Minnehaha	Aug. 6	131
"	8	139	Minneapolis	" 13	89
"	16	59	Mesaba	" 20	25
"	22	130	Minnetonka	" 27	65
"	29	145	Minnehaha	Sept. 3	48
Sept.	5	166	Minneapolis	" 10	76
"	13	99	Mesaba	" 17	28
"	19	154	Minnetonka	" 24	52
"	26	147	Minnehaha	Oct. 1	90
Oct.	3	148	Minneapolis	" 8	79
"	10	68	Menominee	" 15	20
"	17	131	Minnetonka	" 22	68
"	24	22	Mesaba	" 29	25
"	31	99	Minnehaha	Nov. 5	69
Nov.	7	50	Minneapolis	" 12	50
"	14	65	Menominee	" 19	25
"	20	116	Minnetonka	" 26	52
"	29	33	Mesaba	Dec. 3	27
Dec.	6	70	Minnehaha	" 11	46
"	16	39	Manitou		
"	21	30	Menominee	" 24	17
"	24	45	Minnetonka	" 31	25
51 Trips		3650	Totals	51 Trips	3627

4412

4413

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Table XIII.

AUSTRO-AMERICANA LINE.

New York—Mediterranean.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
	July 5	7	..	316	Gerty	July 9	2	..	761	712	36	13
	Aug. 8	11	16	240	Giulia	Aug. 13	1	4	989	911	56	22
	" 23	..	8	140	Frieda	" 30	1	2	653	598	35	20
	Sept. 6	13	..	513	Gerty	Sept. 10	..	..	418	381	26	11
4415	Oct. 4	8	22	474	Giulia	Oct. 8	3	4	358	334	19	5
	Nov. 7	18	..	792	Gerty	Nov. 13	2	..	612	601	8	3
	" 25	1	8	1152	Giulia	Dec. 3	..	2	1058	1046	8	4
	Dec. 20	4	..	649	Georgia	" 24	..	..	293	270	16	7
	8 Trips	62	54	4276	Totals	8 Trips	9	12	5142	4853	204	85

4416

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Table XIV.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER) LIVERPOOL.

Montreal / St. John Arrival	Westbound I	II	III	Steamer	Montreal / St. John Departure	Eastbound I	II	III
Jan. 5	4	42	502	Lake Champlain	Jan. 10	17	26	58
" 18	7	46	386	Lake Erie	" 24	19	16	80
Feb. 4	17	95	441	Lake Manitoba	Feb. 8	14	13	43
" 14	10	78	443	Lake Champlain	" 22	7	12	38
" 28	29	71	494	Lake Erie	Mar. 7	16	8	28
Mar. 12	44	133	1100	Lake Manitoba	" 19	25	5	44
" 28	32	76	1152	Lake Champlain	Apr. 2	12	25	143
Apr. 12	20	73	1134	Lake Erie	" 16	22	18	41
" 18	43	141	676	Lake Manitoba	" 23	7	22	47
May 5	33	79	882	Lake Champlain	May 9	31	52	88
" 11	34	58	721	Lake Erie	" 16	17	22	55
" 22	40	138	901	Lake Manitoba	" 26	92	45	46
June 4	29	64	601	Lake Champlain	June 9	40	62	200
" 18	17	85	607	Lake Erie	" 23	42	43	60
" 26	39	132	336	Lake Manitoba	" 30	99	91	125
July 9	14	62	559	Lake Champlain	July 14	44	49	112
" 23	14	62	484	Lake Erie	" 28	33	35	121
" 30	77	144	444	Lake Manitoba	Aug. 4	39	37	106
Aug. 13	43	52	492	Lake Champlain	" 18	32	30	156
" 26	48	47	344	Lake Erie	Sept. 1	16	25	50
Sept. 3	122	134	345	Lake Manitoba	" 8	28	25	71
" 19	51	50	371	Lake Champlain	" 22	37	23	106
Oct. 2	32	47	255	Lake Erie	Oct. 6	26	47	115
" 8	80	134	361	Lake Manitoba	" 13	34	15	96
" 23	30	53	374	Lake Champlain	" 27	15	33	137
Nov. 6	16	49	323	Lake Erie	Nov. 10	6	23	178
" 13	22	79	199	Lake Manitoba	" 17	31	58	145
" 28	9	33	145	Lake Champlain	Dec. 3	9	65	224
Dec. 12	8	24	189	Lake Erie	" 17	5	24	124
" 26	10	18	148	Lake Manitoba				
20 Trips	974	2299	15409	Totals	29 Trips	815	949	2837

4418

4419

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Table XV.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

ANTWERP (WESTBOUND) MONTREAL ST. JOHN, N. B. (SUMMER) (WINTER) LONDON (EASTBOUND)

	Montreal St. John Arrival	Westbound II	Westbound III	Steamer	Montreal St. John Departure	Eastbound II	Eastbound III
	Apr. 16	..	433	Mount Temple			
4421	" 25	..	676	Montrose			
	May 9	..	548	Montreal			
	" 28	..	590	Montezuma			
	June 8	..	241	Mount Temple			
	" 15	28	121	Montrose	June 22	18	..
	" 27	..	205	Montreal			
	July 18	..	191	Montezuma			
	" 25	..	111	Mount Temple			
	Aug. 8	5	165	Montrose	Aug. 13	12	..
	" 17	..	136	Montreal			
	" 29	1	109	Lake Michigan			
	Sept. 8	..	116	Montezuma			
	" 19	1	113	Mount Temple			
	" 28	26	78	Montrose	Oct. 5	6	..
4422	Oct. 20	1	349	Lake Michigan	" 28	..	7
	Nov. 10	..	566	Mount Temple	Nov. 18	..	9
	" 21	2	314	Montrose	" 29	13	1
	Dec. 15	..	515	Lake Michigan	Dec. 21	2	20
	19 Trips	64	5577	Totals	7 Trips	51	37

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Table XVI.

COMPANIA TRASATLANTICA DE BARCELONA.

NEW YORK—ITALIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
				Montserrat	Jan. 5	..	..	84	83	1	..
Jan. 12	1	..	140	Leon XIII	Feb. 5	..	..	39	39	..	..
Feb. 14	1	..	210	Buenos Aires							
Mar. 13	1	..	827	Manuel Calvo	Apr. 5	..	..	78	72	6	..
Apr. 10	2	..	877	Montevideo	May 5	..	..	191	169	12	10
May 11	1	1	417	Montserrat	June 5	..	..	278	244	28	6
June 11	1	..	526	Leon XIII	July 6	5	4	2	2	..	..
July 11	..	..	235	P. de Satrustegui	Aug. 5	7	1	30	30	..	..
Aug. 10	1	9	138	Manuel Calvo	Sept. 5	4	4	25	25	..	..
Sept. 10	7	6	187	Montevideo	Oct. 6	..	..	402	376	26	..
Oct. 12	2	3	270	Buenos Aires	Nov. 10	4	5	392	383	9	..
Nov. 12	3	6	297	Antonio Lopez	Dec. 10	3	..	78	78	..	..
Dec. 12	1	..	188	Montserrat							
12 Trips	21	25	4312	Totals	11 Trips	23	14	1599	1501	82	16

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NEW YORK—SPANISH PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Montserrat	Jan. 5	1	1	5
Jan. 12	1	4	5	Leon XIII	Feb. 5	..	2	6
Feb. 14	3	3	3	Buenos Aires	Mar. 5	4	2	9
Mar. 13	..	15	8	Manuel Calvo	Apr. 5	3	..	5
Apr. 10	2	2	11	Montevideo	May 5	3	1	12
May 11	..	2	10	Montserrat	June 5	12	6	11
June 11	2	7	4	Leon XIII	July 6	10	4	3
4427 July 11	2	10	2	P. de Satrustegui	Aug. 5	7	8	5
Aug. 10	11	11	4	Manuel Calvo	Sept. 5	10	2	4
Sept. 10	14	15	3	Montevideo	Oct. 6	2	1	1
Oct. 12	6	12	6	Buenos Aires	Nov. 10	6	..	3
Nov. 12	18	4	5	Antonio Lopez	Dec. 10	1	2	2
Dec. 12	7	11	19	Montserrat				
12 Trips	66	96	80	Totals	12 Trips	59	29	66

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Table XVII.

CUNARD LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Etruria	Jan. 2	53	65	142	
Jan. 5	46	56	288	Ivernia	" 9	77	51	156	
" 10	44	86	306	Umbria	" 16	46	78	199	
" 16	86	124	336	Lucania	" 23	85	80	207	
" 25	83	170	279	Saxonia	" 30	63	50	126	
" 31	44	111	459	Etruria	Feb. 6	43	55	157	4430
Feb. 7	33	96	320	Umbria	" 13	29	57	137	
" 16	63	169	390	Ivernia	" 20	59	54	176	
" 20	85	107	343	Campania	" 27	100	56	156	
				Carpathia	Mar. 1	..	5	106	
" 28	45	118	369	Etruria	" 5	37	51	244	
Mar. 5	84	141	815	Lucania	" 12	75	53	184	
				Aurania	" 15	..	16	195	
" 13	47	109	548	Umbria	" 19	39	64	162	
" 19	77	147	822	Campania	" 26	112	115	265	
" 27	37	129	628	Etruria	Apr. 2	32	63	191	
Apr. 2	88	165	842	Lucania	" 9	123	165	392	
" 10	52	157	311	Umbria	" 16	36	72	295	
" 16	107	237	730	Campania	" 23	146	161	276	
" 23	51	268	448	Etruria	" 30	150	152	183	4431
" 30	147	285	708	Lucania	May 7	173	188	518	
May 8	71	232	581	Umbria	" 14	43	114	354	
				Carpathia	" 17	..	191	205	
" 13	114	150	788	Campania	" 21	172	157	448	
" 21	57	134	425	Etruria	" 28	123	137	366	
" 26	..	90	432	Aurania	" 31	..	208	221	
" 28	150	234	625	Lucania	June 4	294	283	649	
June 5	28	122	443	Umbria	" 11	173	210	178	
" 10	..	165	401	Carpathia	" 14	..	382	652	
" 11	144	166	512	Campania	" 18	305	292	580	
" 18	62	98	495	Etruria	" 25	203	229	193	

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	"	23	..	123	287	Aurania	"	28	..	420	477
	"	25	127	156	472	Lucania	July	2	310	279	646
	July	2	48	87	527	Umbria	"	9	178	246	180
	"	7	..	180	924	Carpathia	"	12	..	318	567
	"	9	132	110	559	Campania	"	16	247	248	642
	"	16	68	120	611	Etruria	"	23	143	109	334
	"	20	..	146	505	Aurania	"	26	..	170	238
	"	22	90	212	656	Lucania	"	30	153	194	661
	"	30	66	230	589	Umbria	Aug.	6	74	103	310
	Aug.	4	..	299	1028	Carpathia	"	9	..	187	185
	"	6	195	279	677	Campania	"	13	99	120	477
	"	13	90	183	547	Etruria	"	20	72	117	257
4433	"	18	..	356	640	Aurania	"	23	..	74	75
	"	20	125	316	646	Lucania	"	27	103	136	469
	"	27	292	343	..	Umbria	Sept.	3	45	117	244
	Sept.	1	..	334	1960	Carpathia	"	6	..	168	136
	"	2	371	294	665	Campania	"	10	133	101	475
	"	10	385	253	..	Etruria	"	17	51	105	161
	"	14	..	397	720	Aurania	"	20	..	72	133
	"	17	376	294	651	Lucania	"	24	177	105	482
	"	24	244	412	..	Umbria	Oct.	1	58	110	287
	"	29	..	322	1646	Carpathia	"	4	..	118	250
	"	30	280	325	656	Campania	"	8	178	84	540
	Oct.	8	165	405	226	Etruria	"	15	75	113	232
	"	14	205	248	698	Lucania	"	22	148	102	561
4434	"	22	53	182	558	Umbria	"	29	69	102	279
	"	27	..	237	1765	Carpathia					
	"	28	156	236	632	Campania	Nov.	5	114	76	542
	Nov.	5	47	181	772	Etruria	"	12	73	131	339
	"	11	186	168	871	Lucania	"	19	128	139	648
	"	19	44	127	740	Umbria	"	26	33	77	473
	"	25	83	121	869	Campania	Dec.	3	125	130	706
	Dec.	4	53	120	763	Etruria	"	10	77	206	674
	"	10	86	130	855	Lucania	"	17	139	173	656
	"	17	55	115	729	Umbria	"	24	33	60	242
	"	24	81	90	841	Campania	"	31	81	43	369
	63	Trips	5948	12197	38929	Totals	66	Trips	5907	8907	22260

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Table XVIII.

CUNARD LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 7	81	..	428	Carpathia	Jan. 12	212	..	239	224	9	6
" 19	47	..	321	Aurania	" 26	39	..	88	77	6	5
Feb. 25	72	..	1099	Carpathia							
Mar. 7	77	..	1040	Aurania							
Apr. 19	29	83	930	Slavonia	Apr. 26	61	..	175	145	19	11
May 4	42	119	1218	Carpathia							
" 21	..	75	736	Ultonia	May 24	21	..	444	407	22	15
June 4	27	64	1238	Slavonia	June 7	108	..	562	524	23	15
" 18	13	56	760	Pannonia	" 21	113	..	1405	1251	97	5
July 4	..	52	713	Ultonia	July 7	..	41	1785	1584	134	67
" 15	5	51	500	Slavonia	" 21	40	18	1490	1336	115	39
" 28	29	56	460	Pannonia	Aug. 2	23	29	688	613	55	20
Aug. 23	..	51	438	Ultonia	" 30	..	18	762	685	54	23
" 29	93	13	431	Slavonia	Sept. 13	15	16	853	769	63	21
Sept. 17	70	59	1718	Pannonia	" 27	27	13	1180	1087	62	31
Oct. 13	..	61	1933	Ultonia	Oct. 18	..	7	698	650	30	18
" 23	21	83	2063	Slavonia	Nov. 1	17	2	778	730	29	19
Nov. 7	6	77	2031	Pannonia	" 15	89	..	655	631	17	7
				Carpathia	" 29	39	..	2233	2149	57	27
Dec. 5	..	15	1932	Ultonia	Dec. 13	..	5	635	614	13	8
" 14	8	41	1984	Slavonia	" 20	46	11	567	558	5	4
" 28	5	70	2043	Pannonia							
21 Trips	625	1026	24016	Totals	18 Trips	850	151	15237	14034	810	393

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Table XIX.

CUNARD LINE.

Boston—Liverpool.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Jan. 25	..	..	188	Ultonia	Jan. 27	..	..	44
Feb. 21	..	..	254	Ultonia	Feb. 25	..	..	51
" 26	27	177	425	Saxonia	Mar. 1	17	18	114
4439 Mar. 11	34	72	891	Ivernia	" 15	13	19	129
" 25	31	118	1607	Saxonia	" 29	36	33	170
Apr. 7	42	122	1377	Ivernia	Apr. 12	54	47	257
" 22	42	171	1674	Saxonia	" 26	90	105	208
May 5	84	181	1887	Ivernia	May 10	91	109	422
" 19	52	192	1486	Saxonia	" 24	137	182	587
June 2	69	159	1072	Ivernia	June 7	125	199	856
" 16	65	181	908	Saxonia	" 21	187	215	667
" 30	58	147	791	Ivernia	July 5	162	182	1233
July 14	89	140	956	Saxonia	" 19	143	189	1422
" 28	100	153	944	Ivernia	Aug. 2	93	96	945
Aug. 11	89	279	1222	Saxonia	" 16	57	82	720
" 24	143	256	1863	Ivernia	" 30	74	117	583
Sept. 8	198	219	1877	Saxonia	Sept. 13	74	106	400
4440 " 22	186	232	1877	Ivernia	" 27	135	96	502
Oct. 6	145	252	1875	Saxonia	Oct. 11	121	96	426
" 19	147	212	1829	Ivernia	" 29	76	87	363
Nov. 2	48	184	1691	Saxonia	Nov. 12	98	102	334
" 23	74	96	2072	Ivernia	Dec. 3	36	83	802
Dec. 9	44	121	1433	Saxonia	" 13	50	112	420
23 Trips	1767	3564	30199	Totals	23 Trips	1869	2275	11655

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Table XX.

DOMINION LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER)

LIVERPOOL

Montreal Portland Arrival	Westbound I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III	
				Canada	Jan. 2	10	24	30	
Jan. 19	3	30	67	Dominion	" 23	12	11	29	4442
" 31	12	40	82	Canada	Feb. 6	21	7	48	
Feb. 24	7	47	85	Dominion	" 27	6	3	10	
" 25	22	117	175	Canada	Mar. 12	29	7	46	
Mar. 22	..	196	117	Kensington	" 26	..	9	11	
" 26	18	270	318	Dominion	Apr. 2	6	3	5	
Apr. 3	..	230	566	Southwark	" 9	..	16	40	
" 8	37	413	580	Canada	" 16	16	13	50	
" 25	..	283	379	Kensington	" 30	..	50	11	
May 3	71	270	635	Dominion	" 15	..	82	27	
" 12	..	224	654	Southwark	May 7	14	33	19	
" 16	75	394	773	Canada	" 21	76	38	105	
" 25	..	268	444	Vancouver	" 28	..	74	51	
" 31	..	288	519	Kensington	June 4	..	200	99	
June 6	35	276	262	Dominion	" 11	55	48	62	4443
" 12	..	207	140	Southwark	" 18	..	174	40	
" 18	77	200	566	Canada	" 25	147	76	100	
" 27	..	114	211	Vancouver					
July 4	..	207	364	Kensington	July 9	..	260	67	
" 11	18	103	338	Dominion	" 16	85	44	167	
				Vancouver	" 23	..	67	40	
" 25	72	222	670	Canada	" 30	57	49	64	
" 30	..	105	697	Southwark	Aug. 6	..	77	44	
Aug. 8	..	249	266	Kensington	" 13	..	60	40	
" 15	63	131	273	Dominion	" 20	26	25	66	

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" 21	..	218	220	Vancouver	" 27	..	52	41
" 26	143	240	335	Canada	Sept. 3	40	35	95
Sept. 4	..	186	173	Southwark	" 10	..	106	50
" 12	..	240	282	Kensington	" 17	..	52	37
" 18	98	158	210	Dominion	" 24	13	15	45
" 25	..	160	259	Vancouver	Oct. 1	..	27	56
" 30	59	124	390	Canada	" 8	47	71	62
Oct. 11	..	101	528	Southwark	" 15	..	61	48
" 17	..	134	314	Kensington	" 22	..	25	62
" 23	15	54	189	Dominion	" 29	9	29	74
Nov. 5	28	88	662	Canada	Nov. 13	36	44	189
Dec. 3	8	27	564	Canada	Dec. 10	18	63	237
4445								
36 Trips	861	6614	13307	Totals	37 Trips	723	2030	2267

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Table XXI.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	
Jan. 1	3	237	Patria							
" 18	2	503	Germania	Jan. 26	1	190	180	4	6	
" 29	..	113	Massilia							
Feb. 25	2	1083	Roma	Mar. 2	1	391	339	30	22	
Mar. 13	..	904	Nuestria							
" 16	8	1415	Germania	" 23	3	93	76	12	5	4448
" 26	1	1012	Patria							
Apr. 3	1	1035	Gallia							
" 7	3	1298	Roma	Apr. 12	1	168	145	18	5	
" 16	..	860	Massilia							
" 27	..	1302	Germania	May 3	6	75	64	10	1	
May 9	1	932	Nuestria							
" 10	9	956	Roma	" 17	17	245	213	19	13	
" 21	4	592	Patria							
June 7	..	686	Germania	June 14	10	434	402	24	8	
" 19	..	242	Gallia	" 25	..	99	98	1	..	
July 1	4	493	Roma	July 7	21	818	691	78	49	
" 18	..	241	Patria							
" 28	5	220	Germania	Aug. 4	9	1525	1362	99	64	4449
Aug. 15	7	242	Roma	" 20	4	1316	1198	73	45	
Sept. 5	3	286	Gallia	Sept. 10	5	661	582	57	22	
" 23	20	507	Roma	" 30	1	1338	1184	88	66	
Oct. 19	3	580	Patria	Oct. 25	..	721	685	24	12	
" 26	4	37	Germania	Nov. 1	..	1071	1000	50	21	
Nov. 1	6	440	Roma	" 9	5	1280	1223	37	20	
" 18	..	207	Gallia	" 26	..	429	423	4	2	
Dec. 7	2	439	Germania	Dec. 10	2	688	672	12	4	
" 18	8	363	Roma	" 24	1	608	589	15	4	
28 Trips	96	17225	Totals	19 Trips	87	12150	11126	655	369	

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Table XXII.

FRENCH LINE.

New York—Havre.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Medit.
	Jan. 5	27	30	230	La Champagne	Jan. 8	18	32	164	160
	" 10	51	52	522	La Savoie	" 14	69	57	215	195
	" 18	32	86	349	La Bretagne	" 21	25	50	151	101
4451	" 23	33	108	486	La Touraine	" 28	42	26	127	199
	Feb. 1	25	65	285	La Champagne	Feb. 4	20	44	186	115
	" 7	48	97	510	La Lorraine	" 11	81	51	138	121
	" 15	20	87	370	La Bretagne	" 18	30	45	125	120
	" 21	25	94	587	La Touraine	" 25	53	28	160	120
	" 29	21	155	410	La Champagne	Mar. 3	20	46	66	165
	Mar. 5	83	136	803	La Lorraine	" 10	85	59	113	360
	" 13	16	107	1100	La Bretagne	" 17	22	62	73	165
	" 19	70	183	755	La Savoie	" 24	88	61	120	235
	" 28	36	126	1106	La Gascogne	" 31	23	80	46	127
	Apr. 2	51	140	821	La Touraine	Apr. 7	55	45	169	335
	" 5	..	..	1479	L'Aquitaine	" 9	..	..	32	28
	" 9	53	147	807	La Lorraine	" 14	87	98	210	165
4452	" 17	42	170	1000	La Bretagne	" 21	48	99	148	140
	" 23	103	201	695	La Savoie	" 28	187	216	264	221
	" 30	45	189	780	La Touraine	May 5	66	36	233	226
	May 2	..	..	1411	La Gascogne	" 7	..	30	81	45
	" 9	101	139	753	La Lorraine	" 12	142	113	311	220
	" 15	31	187	908	La Bretagne	" 19	72	70	174	130
	" 21	89	155	746	La Savoie	" 26	213	129	218	240
	" 28	30	91	902	La Touraine	June 2	153	97	262	280
	June 4	97	136	668	La Lorraine	" 9	240	117	300	312
	" 12	23	69	341	La Gascogne	" 16	96	79	132	190
	" 17	66	124	748	La Savoie	" 23	239	101	227	240
	" 26	36	133	436	La Champagne	" 30	135	109	191	200

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July	1	92	102	534	La Lorraine	July	7	191	126	291	330	
"	9	49	54	354	La Touraine	"	14	65	54	265	390	
"	15	55	111	529	La Savoie	"	21	157	114	291	340	
"	24	35	81	300	La Bretagne	"	28	95	78	215	420	
"	31	72	115	287	La Champagne	Aug.	4	71	54	210	360	
Aug.	7	56	196	313	La Gascogne	"	11	39	55	201	295	
"	13	94	145	370	La Touraine	"	18	76	130	277	435	
"	20	190	157	414	La Lorraine	"	25	63	71	189	340	
"	28	175	102	394	La Bretagne	Sept.	1	59	64	126	364	
Sept.	2	322	222	439	La Savoie	"	8	81	82	218	335	
"	10	221	112	692	La Touraine	"	15	88	77	164	380	
"	16	309	132	634	La Lorraine	"	22	109	86	165	330	
"	24	143	187	386	La Bretagne	"	29	102	98	127	350	4454
"	30	308	220	438	La Savoie	Oct.	6	153	65	210	370	
Oct.	8	149	156	794	La Touraine	"	13	124	82	161	339	
"	14	254	187	624	La Lorraine	"	20	132	167	138	325	
"	23	32	226	711	La Gascogne	"	27	48	106	118	375	
"	28	138	258	647	La Savoie	Nov.	3	118	66	156	345	
Nov.	5	47	149	768	La Touraine	"	10	76	90	170	460	
"	11	171	136	626	La Lorraine	"	17	118	96	173	395	
"	19	47	120	416	La Gascogne	"	24	26	47	166	415	
"	26	90	174	757	La Savoie	Dec.	1	117	60	245	420	
Dec.	3	60	92	923	La Touraine	"	8	56	102	195	598	
"	10	95	134	803	La Lorraine	"	15	81	86	198	310	
"	20	27	45	701	La Gascogne	"	22	13	31	115	193	
"	24	64	94	803	La Savoie	"	29	86	45	95	230	4455
54 Trips		4549	6914	34665	Totals	54 Trips		4653	4112	9515	14599	
											9515	
										Total steerage	24114	

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Table XXIII.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 12	179	183	264	Deutschland				
" 25	75	107	435	Auguste Victoria				
Mar. 31	169	186	298	Deutschland	Apr. 7	201	110	284
				Columbia	" 21	88	146	76
4457 May 5	259	219	302	Deutschland	May 12	352	235	339
June 2	223	194	289	Deutschland	June 9	395	233	317
" 29	333	232	299	Deutschland	July 7	432	186	344
July 28	274	285	294	Deutschland	Aug. 4	277	145	326
Aug. 25	433	333	283	Deutschland	Sept. 1	185	103	215
Sept. 22	459	319	289	Deutschland	" 29	319	80	153
Oct. 20	303	293	281	Deutschland	Oct. 27	306	114	209
Dec. 22	316	149	258	Deutschland				
11 Trips	3023	2500	3292	Totals	9 Trips	2555	1352	2263

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Table XXIV.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Bluecher	Jan. 2	55	59	251	
				Pennsylvania	" 9	36	40	288	
Jan. 10	39	69	641	Patricia	" 16	18	65	293	
" 16	30	84	854	Pretoria	" 23	31	33	145	
" 22	38	125	767	Graf Waldersee	" 30	47	56	202	
" 30	..	50	543	Belgravia	Feb. 6	..	25	77	4460
Feb. 5	48	74	695	Bluecher	" 11	71	68	162	
" 13	39	128	1020	Pennsylvania	" 20	42	87	164	
" 20	44	136	1069	Patricia	" 27	43	52	157	
" 24	121	156	1368	Moltke	Mar. 3	74	47	553	
Mar. 5	30	171	1669	Pretoria	" 12	25	65	167	
" 10	31	178	2063	Graf Waldersee	" 19	60	77	104	
" 15	45	170	1765	Bluecher	" 24	102	66	203	
" 28	56	140	1095	Moltke	" 31	147	64	225	
" 26	32	180	2558	Pennsylvania	Apr. 2	23	71	51	
Apr. 2	30	132	1152	Patricia	" 9	34	70	150	
" 10	..	68	1824	Belgravia	" 16	..	76	128	
" 16	83	136	1117	Pretoria	" 23	61	148	131	
" 24	101	145	970	Bluecher	" 28	233	269	356	4461
" 22	85	207	797	Graf Waldersee	" 30	140	269	113	
" 30	..	..	878	Bulgaria	May 7	..	19	87	
May 1	143	143	1037	Moltke	" 5	187	245	652	
" 5	59	217	1335	Pennsylvania	" 14	123	198	307	
" 13	77	202	2293	Patricia	" 21	140	191	231	
				Palatia	" 25	..	78	70	
" 21	112	154	1372	Bluecher	" 26	230	246	343	
" 19	..	142	2301	Belgravia	" 28	..	103	81	
" 29	144	113	1139	Moltke	June 2	247	250	545	
" 26	29	172	1706	Pretoria	" 4	167	204	179	
June 2	39	148	1375	Graf Waldersee	" 11	196	214	241	

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	"	12	46	114	759	Hamburg	"	16	195	103	297
	"	12	..	..	1179	Arcadia					
						Phoenicia	"	18	..	165	906
	"	19	92	149	1014	Bluecher	"	23	234	245	150
	"	16	40	225	2058	Pennsylvania	"	25	187	241	1556
	"	26	107	179	862	Moltke	"	30	240	231	252
	"	23	22	124	1045	Patricia	July	2	186	200	1333
	July	1	..	88	1064	Belgravia	"	9	..	124	730
	"	8	66	187	1694	Pretoria	"	16	69	207	495
	"	17	68	104	572	Hamburg	"	21	135	98	563
	"	17	44	214	1521	Graf Waldersee	"	23	117	136	428
	"	23	170	245	601	Moltke	"	28	228	133	637
4463	"	22	..	5	460	Bulgaria	"	30	..	..	143
	"	27	58	178	575	Pennsylvania	Aug.	6	77	129	447
	Aug.	4	69	191	821	Patricia	"	13	39	67	228
	"	14	153	104	495	Hamburg	"	18	75	68	706
	"	12	..	161	729	Phoenicia	"	20	..	80	181
	"	21	218	266	471	Bluecher	"	25	96	105	377
	"	19	100	221	498	Pretoria	"	27	17	51	183
	"	24	171	216	592	Graf Waldersee	Sept.	3	45	75	316
	Sept.	1	235	251	496	Moltke	"	6	93	93	409
	"	1	..	261	831	Belgravia	"	10	..	35	78
	"	11	204	114	520	Hamburg	"	15	52	99	283
	"	7	195	242	817	Pennsylvania	"	17	43	58	189
	"	18	242	256	564	Bluecher	"	22	150	83	174
4464	"	15	183	226	695	Patricia	"	24	12	46	235
	"	23	..	196	393	Phoenicia	Oct.	1	..	49	261
	"	30	231	251	370	Moltke	"	4	118	141	188
	"	29	180	225	552	Pretoria	"	8	49	40	353
	Oct.	9	192	108	476	Hamburg	"	13	70	47	59
	"	6	175	213	687	Graf Waldersee	"	15	48	37	340
	"	15	226	257	566	Bluecher	"	20	122	115	181
	"	13	..	275	524	Belgravia	"	22	..	27	208
	"	20	122	234	650	Pennsylvania	"	29	47	65	365
	"	27	54	220	1393	Patricia	Nov.	5	36	67	370
	"	31	219	252	1378	Moltke	"	10	147	103	123

(Concluded on next page.)

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Table XXIV.—Concluded.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

(Continued from preceding page.)

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Nov. 10	..	205	1461	Phoenicia				
" 14	154	114	731	Hamburg	Nov. 19	50	77	408
" 19	85	162	1114	Pretoria	" 26	31	35	155
" 24	86	175	1710	Graf Waldersee	Dec. 3	57	173	453
" 29	140	196	1492	Bluecher	" 10	138	230	396
Dec. 11	..	96	1869	Belgravia	" 17	..	37	72
" 14	165	174	1347	Moltke	" 22	74	47	133
" 25	26	105	2434	Patricia	" 31	29	28	72
" 31	18	71	2333	Pretoria				
71 Trip	6011	11490	77816	Totals	72 Trips	5838	7645	22089

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Table XXV.

HAMBURG-AMERICAN LINE.

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EXPRESS SERVICE, NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
			Deutschland	Jan. 20	386	591	549	27	15
			Auguste Victoria	Feb. 2	353	..	..	..	..
Apr. 16	94	566	Columbia						
1 Trip	94	566	Totals	2 Trips	739	591	549	27	15

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Table XXVI.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
					Prinz Oskar	Jan. 5	66	..	589	566	15	8
	Ján. 29	22	..	220	Prinze Adalbert	Feb. 4	67	..	307	292	12	3
	Feb. 9	..	63	257	Palatia	" 16	..	25	91	82	6	3
	" 22	13	..	206	Prinz Oskar	" 25	76	..	124	119	3	2
4469	Mar. 17	22	..	1098	Prinz Adalbert	Mar. 22	67	..	197	153	34	10
	" 29	..	75	1268	Palatia	Apr. 4	..	30	109	80	15	14
	Apr. 10	28	..	1057	Prinz Oskar	" 14	74	..	127	113	8	6
	May 3	64	..	1141	Prinze Adalbert	May 12	75	..	230	204	17	9
	" 17	..	108	1703	Palatia							
	" 25	65	..	1110	Prinz Oskar	" 31	81	..	281	260	15	6
	June 21	37	..	1127	Prinz Adalbert	June 25	93	..	374	351	18	5
	July 12	37	..	562	Prinz Oskar	July 19	73	..	1181	957	162	62
	Aug. 10	26	..	682	Prinz Adalbert	Aug. 16	32	..	1120	1013	69	38
	" 30	77	..	383	Prinz Oskar	Sept. 6	28	..	853	792	40	21
	Sept. 27	83	..	517	Prinz Adalbert	Oct. 4	65	..	1134	1008	91	35
	Oct. 20	84	..	398	Prinz Oskar	" 25	53	..	935	902	20	13
					Phoenicia	Nov. 15	..	..	1240	1200	26	14
4470	Nov. 18	50	..	460	Prinz Adalbert	" 24	56	..	1054	1021	23	10
	Dec. 4	38	..	346	Prinz Oskar	Dec. 7	34	..	1001	979	13	9
	17 Trips	646	246	12535	Totals	18 Trips	940	55	10947	10092	587	268

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Table XXVII.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—HALIFAX.

Halifax Arrival	Westbound III	Steamer
Feb. 18	138	Pallanza
Mar. 18	973	Barcelona
Apr. 15	1163	Arcadia
May 18	756	Barcelona
4 Trips	3030	Totals

4472

Table XXVIII.

HAMBURG-AMERICAN LINE.

LEVANTE—NEW YORK.

N. Y. Arrival	Westbound I	II	III	Steamer
Jan. 7	..	2	3	Georgia
Mar. 5	..	..	13	Pisa
Apr. 3	..	1	134	Tenedos
" 18	..	1	197	Seriphos
May 11	..	2	92	Georgia
June 3	..	..	95	Sicilia
July 23	7	..	29	Tenedos
Aug. 4	2	..	44	Seriphos
Sept. 15	4	..	39	Sicilia
9 Trips	13	6	646	Totals

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Table XXIX.

HAMBURG-AMERICAN LINE.

SCANDIA LINE, NEW YORK—SCANDINAVIAN PORTS.

N. Y. Arrival	Westbound II	III	Steamer	N. Y. Departure	Eastbound III
Apr. 25	..	66	Adria	Apr. 30	1147
May 19	4	218	Willehad	May 28	1430
June 18	..	335	Adria	June 25	1139
July 15	..	276	Willehad	July 23	401
4475 Aug. 12	..	210	Adria	Aug. 20	277
Sept. 8	..	303	Willehad	Sept. 17	289
Oct. 7	..	169	Adria	Oct. 15	240
7 Trips	4	1577	Totals	7 Trips	4923

Table XXX.

HOLLAND-AMERICAN LINE.

NEW YORK—ROTTERDAM.

4476 N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 14	29	91	414	Statendam	Jan. 19	22	25	230
" 21	..	..	163	Amsterdam	" 26	..	..	88
" 26	29	76	267	Rotterdam	Feb. 2	26	26	198
Feb. 17	27	139	515	Statendam	" 23	30	33	236
" 27	..	..	209	Amsterdam	Mar. 1	..	..	91
Mar. 1	14	146	463	Rotterdam	" 8	20	30	169
" 15	34	216	904	Noordam	" 22	50	49	138
" 31	51	223	1084	Potsdam	Apr. 5	53	30	234
Apr. 5	14	84	306	Rotterdam	" 12	23	43	211
" 13	30	74	331	Ryndam	" 19	84	125	255

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"	19	44	97	394	Noordam	"	26	127	200	179
"	29	..	..	361	Amsterdam	May	3	..	..	207
May	3	77	202	748	Potsdam	"	10	78	122	216
"	11	38	157	697	Rotterdam	"	17	77	93	231
"	17	27	134	724	Ryndam	"	24	133	132	204
"	24	35	125	784	Noordam	"	31	195	160	257
"	31	23	88	588	Statendam	June	7	144	146	254
June	8	74	123	757	Potsdam	"	14	224	179	244
"	14	12	85	692	Rotterdam	"	21	131	103	493
"	21	44	114	632	Ryndam	"	28	222	167	146
"	28	50	145	707	Noordam	July	5	226	115	621
July	5	23	79	632	Statendam	"	12	103	53	458
"	11	100	116	539	Potsdam	"	19	166	145	587
"	25	50	121	928	Rotterdam	Aug.	2	68	68	381
Aug.	2	61	135	492	Ryndam	"	9	56	49	359
"	8	115	186	448	Noordam	"	16	37	43	309
"	16	90	90	630	Statendam	"	23	31	23	268
"	23	166	148	635	Potsdam	"	30	44	26	188
"	29	167	100	668	Rotterdam	Sept.	6	15	40	172
Sept.	5	234	198	728	Ryndam	"	13	27	36	267
"	12	236	209	698	Noordam	"	20	45	58	230
"	20	191	150	480	Statendam	"	27	34	44	171
"	27	212	199	293	Potsdam	Oct.	5	109	44	161
Oct.	4	112	99	299	Rotterdam	"	12	17	34	174
"	10	202	190	331	Ryndam	"	19	53	53	298
"	18	152	188	399	Noordam	"	26	55	37	330
"	25	54	114	607	Statendam	Nov.	2	21	48	519
Nov.	2	..	..	644	Amsterdam	"	9	..	..	248
"	7	14	149	806	Rotterdam	"	16	11	45	291
"	15	127	120	988	Ryndam	"	23	13	39	203
"	29	41	134	1437	Statendam	Dec.	7	36	69	308
Dec.	9	..	..	546	Amsterdam	"	14	..	..	70
"	14	28	97	662	Rotterdam	"	21	8	27	74
43 Trips		3027	5141	25630	Totals	43 Trips		2814	2759	10968

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Table XXXI.

INSULAR NAVIGATION COMPANY.

NEW YORK, NEW BEDFORD, MASS.—AZORES, LISBON.

New York N. Bedford Arrival	Westbound I	III	Steamer	New York N. Bedford Departure	Eastbound I	III
Jan. 10	5	68	Peninsular*	Jan. 17	4	84
Mar. 1	6	230	Peninsular*	Mar. 9	1	86
4481 Apr. 16	28	522	Peninsular†	May 1	15	174
June 11	41	362	Peninsular†	June 24	8	102
July 30	27	279	Peninsular†	Aug. 9	16	370
Sept. 21	18	246	Peninsular†	Oct. 4	14	252
Nov. 11	7	111	Peninsular	Nov. 21	8	111
7 Trips	132	1818	Totals	7 Trips	66	1179

*Eastbound embarked in part at New York and part at New Bedford, Mass.

†Arrived at and sailed from New Bedford, Mass.

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Table XXXII.

LA VELOCE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	
Jan. 28	35	758	Nord America	Feb. 2	18	219	210	6	3	
Feb. 6	..	402	Città di Napoli	" 16	..	141	126	12	3	
" 28	13	1081	Città di Torino	Mar. 3	4	500	420	58	22	
Mar. 16	50	1265	Nord America	" 22	10	206	165	22	19	4484
" 27	..	1491	Città di Milano							
" 31	..	1475	Città di Napoli	Apr. 5	..	64	52	6	6	
Apr. 15	..	1452	Città di Torino	" 19	1	110	99	6	5	
" 30	..	1451	Città di Genova							
May 3	91	985	Nord America	May 10	71	224	194	19	11	
" 9	..	1401	Città di Milano							
" 18	1	963	Città di Napoli	" 24	2	358	329	16	13	
June 4	28	1175	Città di Torino	June 7	52	363	322	32	9	
" 23	64	778	Nord America	" 28	97	1277	1154	80	43	
July 6	..	531	Città di Napoli	July 12	..	1532	1369	109	54	
" 23	67	384	Città di Torino	" 27	39	1314	1180	94	40	
Aug. 11	61	336	Nord America	Aug. 17	62	1284	1187	66	31	
" 24	..	254	Città di Napoli	" 31	..	1078	945	94	39	
Sept. 10	77	330	Città di Torino	Sept. 14	8	721	631	62	28	4485
" 29	88	325	Nord America	Oct. 5	19	1322	1199	77	46	
Oct. 14	..	578	Città di Napoli	" 19	..	637	587	28	22	
Nov. 20	85	627	Nord America	Nov. 30	8	1451	1432	13	6	
Dec. 1	..	482	Città di Napoli	Dec. 7	..	898	861	26	11	
" 28	11	370	Città di Torino	" 31	10	269	252	11	6	
23 Trips	671	18894	Totals	20 Trips	401	13968	12714	837	417	

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Table XXXIII.

LEYLAND LINE.

BOSTON—LIVERPOOL.

	Boston Westbound Arrival	I	Steamer	Boston Eastbound Departure	I
			Cestrian	Jan. 7	4
	Jan. 7	10	Devonian	" 13	5
	" 13	6	Winifredian	" 21	4
4487	" 22	7	Bohemian	" 27	7
	" 27	2	Canadian	Feb. 4	1
	Feb. 5	2	Cestrian	" 11	1
	" 11	6	Devonian	" 18	6
	" 17	2	Winifredian	" 25	2
	" 25	4	Bohemian	Mar. 2	1
	Mar. 5	7	Canadian	" 9	2
	" 8	7	Cestrian	" 16	5
	" 18	6	Denovian	" 23	15
	" 30	4	Bohemian	Apr. 6	7
	Apr. 6	6	Canadian	" 13	3
	" 13	8	Cestrian	" 21	6
	" 19	19	Winifredian	" 27	37
4488	May 3	32	Bohemian	May 11	22
	" 16	5	Cestrian	" 25	14
	" 23	27	Winifredian	June 1	38
	" 31	27	Devonian	" 8	71
	June 8	18	Bohemian	" 15	70
	" 15	9	Canadian	" 22	79
	" 21	6	Cestrian	" 29	54
	" 28	21	Winifredian	July 6	104
	July 11	23	Devonian	" 20	33
	" 25	21	Cestrian	Aug. 3	26
	Aug. 8	59	Winifredian	" 17	32
	" 16	43	Bohemian	" 24	21
	" 24	73	Canadian	" 31	23

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Sept. 5	127	Devonian	Sept. 14	62	
" 13	118	Winifredian	" 21	40	
" 21	84	Bohemian	" 28	33	
" 27	78	Canadian	Oct. 5	31	
Oct. 4	22	Cestrian	" 12	23	
" 11	66	Devonian	" 19	32	
" 17	36	Winifredian	" 26	47	
" 25	16	Bohemian	Nov. 2	15	
Nov. 1	10	Canadian	" 9	15	
" 15	68	Devonian	" 23	22	
" 22	19	Winifredian	" 30	56	
" 29	63	Bohemian	Dec. 7	23	4490
Dec. 8	34	Canadian	" 14	3	
" 21	45	Devonian	" 29	18	
" 27	6	Winifredian			
43 Trips	1252	Totals	43 Trips	1113	

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Table XXXIV.

LEYLAND LINE.

NEW ORLEANS—LIVERPOOL, LONDON, BREMEN, ANTWERP, HAVRE.

	N. O. Westbound Arrival	I	Steamer	N. O. Eastbound Departure	I	II
			Antillian*	Jan. 10	2	..
	Feb. 2	1	*Nicaraguan*	Feb. 6	1	..
			Indian‡	" 13	1	..
	" 10	4	†Californian			
4493	" 23	9	*Colonian†	Mar. 3	9	..
			Tampican†	" 11	1	..
	Mar. 11	3	†Asian†	" 22	4	..
	" 19	1	*Wm. Cliff*	" 24	3	..
			American*	" 28	3	..
	Apr. 9	3	†Californian†	Apr. 18	9	..
	" 5	15	*Costa Rican*	" 19	1	..
	" 14	3	*Floridian‡	" 20	4	..
	" 14	3	*Indian*	" 23	4	..
	" 19	4	*Antillian*	May 1	6	..
	" 26	1	*Nicaraguan*	" 1	5	..
	" 27	2	†Colonian†	" 7	41	..
			Louisianian*	" 18	2	..
4494	May 11	3	*Etonian			
	" 17	8	†Asian†	" 28	28	..
			Texan*	" 28	3	..
			Wm. Cliff*	June 11	2	..
	June 1	1	†Californian†	" 11	19	..
			Atlantian§	" 18	2	..
			Jamacian*	" 25	12	..
			Darien*	" 28	6	..
	" 27	1	*Barbadian			
	" 29	3	†Colonian†	July 9	38	..
	July 6	4	*Antillian**	" 17	7	..
			Asian†	Aug. 2	12	..

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		Nicaraguan*	"	10	5	..
Aug.	8	2 *Californian†	Sept.	8	1	9
"	30	26 **Colonian				
Sept.	1	10 *Alexandrian				
		Darien*	"	17	3	..
"	21	29 †Asian§	"	29	1	..
"	29	2 *Barbadian				
"	29	16 *Cuban				
		Antillian*	Oct.	29	2	..
Oct.	31	2 *Nicaraguan*	Nov.	2	1	..
"	25	27 †Californian†	"	5	3	..
Nov.	2	12 *Indian*	"	12	1	.. 4496
"	8	2 *Louisianian				
"	18	2 †Asian				
		Colonian†	"	29	2	..
		Texan*	"	29	1	..
Dec.	9	1 *Darien*	Dec.	14	1	..
30 Trips		200 Totals	37 Trips		246	9

*Liverpool. †London. ‡Havre. §Bremen. **Antwerp.

Table XXXV.

LINHA DE VAPORES PORTUGUEZES.

NEW YORK, NEW BEDFORD—AZORES, LISBON. 4497

N. Y., New Bedford Arrival	Westbound I	Westbound III	Steamer	N. Y., New Bedford Departure	Eastbound III
Jan. 2	3	26	Patria		
Mar. 6	7	185	Patria*	Mar. 19	62
May 3	34	713	Patria*		
July 7	9	474	Patria*		
4 Trips	53	1398	Totals	1 Trip	62

*Westbound disembarked at New Bedford, Mass.

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Table XXXVI.

NAVIGAZIONE GENERALE ITALIANA.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 5	5	44	845	Sardegna	Jan. 12	6	15	235	227	6	2
" 20	4	25	409	Lombardia	" 26	22	24	252	237	8	7
Feb. 5	2	16	372	Liguria	Feb. 9	11	22	275	268	6	1
" 18	2	16	318	Sicilia	" 24	3	10	186	156	20	10
Mar. 7	..	12	794	Vincenzo Florio	Mar. 10	1	..	149	140	8	1
4499 " 10	8	35	869	Lombardia	" 15	16	17	193	162	16	15
" 23	12	29	1240	Liguria	" 29	19	23	428	334	58	36
Apr. 6	16	46	1056	Sicilia	Apr. 12	12	26	284	222	41	21
" 10	..	20	813	Marco Minghetti							
" 13	8	36	937	Umbria	" 21	16	11	179	146	22	11
" 20	21	42	935	Sardegna	" 26	16	49	153	138	8	7
" 26	9	44	1034	Lombardia	May 3	30	19	228	183	30	15
May 5	..	33	804	Vincenzo Florio							
" 11	8	23	917	Liguria	" 17	17	43	465	381	60	24
" 25	36	50	979	Sicilia	" 31	51	48	447	394	34	19
June 16	23	43	721	Sardegna	June 21	90	..	537	474	39	24
" 28	12	37	460	Lombardia	July 5	38	33	1093	916	115	62
July 13	13	26	400	Liguria	" 19	27	37	1246	1086	107	53
4500 Aug. 3	30	45	378	Sardegna	Aug. 10	30	40	1113	974	84	55
" 18	22	49	254	Lombardia	" 24	18	..	1126	1005	87	34
" 31	30	27	299	Liguria	Sept. 7	13	26	886	777	77	32
Sept. 22	52	47	374	Sardegna	" 28	22	40	1091	954	86	51
Oct. 7	49	59	789	Lombardia	Oct. 12	16	19	893	819	40	34
				Liguria	Nov. 2	14	28	625	552	47	26
Nov. 13	..	32	549	Vincenzo Florio	" 16	..	3	470	434	26	10
" 24	24	36	453	Lombardia	" 30	3	..	1089	1050	24	15
Dec. 5	9	31	316	Liguria	Dec. 10	5	5	892	839	29	24
26 Trips	395	903	17315	Totals	25 Trips	496	538	14535	12868	1078	589

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Table XXXVII.

NAVIGAZIONE GENERALE ITALIANA.

New Orleans—Mediterranean.

N. O. Arrival	Westbound I	II	III	Steamer	N. O. Departure	Eastbound I	III	A	C	I
May 13	46	..	761	Manilla	May 22	20	205	155	41	9
Oct. 21	..	54	1335	Liguria	Oct. 27	..	83	72	9	2
2 Trips	46	54	2096	Totals	2 Trips	20	288	227	50	11

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Table XXXVIII.

NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK—BREMEN.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Kronprinz Wilhelm	Jan. 5	221	123	779
	Jan. 20	195	194	590	Kaiser Wilhelm II	" 26	257	159	744
	Feb. 4	171	206	624	K. Wm. der Grosse	Feb. 9	209	96	711
	Mar. 1	215	307	784	K. Wm. der Grosse	Mar. 5	204	199	867
	" 8	270	235	770	Kaiser Wilhelm II	" 15	248	136	960
4505	" 15	89	149	673	Kronprinz Wilhelm	" 22	151	92	600
	" 23	155	205	767	K. Wm. der Grosse	" 29	209	102	408
	Apr. 6	275	290	811	Kaiser Wilhelm II	Apr. 12	293	265	782
	" 20	296	334	763	K. Wm. der Grosse	" 26	359	342	717
	" 26	303	266	713	Kronprinz Wilhelm	May 3	334	150	779
	May 11	306	290	804	Kaiser Wilhelm II	" 17	450	250	875
	" 17	221	273	627	K. Wm. der Grosse	" 24	404	213	590
	" 24	225	294	725	Kronprinz Wilhelm	" 31	400	209	687
	June 7	359	300	803	Kaiser Wilhelm II	June 14	484	251	865
	" 14	243	284	630	K. Wm. der Grosse	" 21	423	206	91
	" 21	288	206	713	Kronprinz Wilhelm	" 28	367	237	455
	July 5	357	339	826	Kaiser Wilhelm II	July 12	415	186	852
	" 12	220	237	587	K. Wm. der Grosse	" 19	288	305	714
4506	" 19	284	303	565	Kronprinz Wilhelm	" 26	321	166	556
	Aug. 2	425	325	656	Kaiser Wilhelm II	Aug. 9	277	195	569
	" 9	320	342	506	K. Wm. der Grosse	" 16	171	123	447
	" 16	349	345	639	Kronprinz Wilhelm	" 23	172	129	427
	" 30	589	358	820	Kaiser Wilhelm II	Sept. 6	176	130	411
	Sept. 6	436	349	654	K. Wm. der Grosse	" 13	151	77	261
	" 13	451	358	711	Kronprinz Wilhelm	" 20	173	73	234
	" 27	611	349	811	Kaiser Wilhelm II	Oct. 4	375	105	318
	Oct. 5	411	351	630	K. Wm. der Grosse	" 11	209	66	242
	" 11	397	354	703	Kronprinz Wilhelm	" 18	300	78	328
	Nov. 1	429	57	808	Kaiser Wilhelm II	Nov. 8	335	99	419
	" 16	401	357	645	K. Wm. der Grosse	" 22	330	136	406
	" 29	359	352	800	Kaiser Wilhelm II	Dec. 13	354	242	594
	Dec. 14	279	309	768	K. Wm. der Grosse				
	31 Trips	9929	9218	21926	Totals	31 Trips	9060	5140	18288

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Table XXXIX.

NORTH GERMAN LLOYD.

REGULAR SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 1	..	35	407	Breslau					
" 12	..	57	682	Rhein					
" 15	..	84	327	Cassel	Jan. 20	..	41	275	
" 22	..	63	280	Neckar					
" 30	..	71	280	Frankfurt	Feb. 2	..	39	219	
Feb. 8	..	67	326	Brandenburg					4508
" 14	..	86	603	Main	" 19	..	42	350	
" 21	..	72	520	Chemnitz					
" 27	..	178	583	Rhein	Mar. 9	..	15	396	
Mar. 2	15	89	526	Grosser Kurfuerst*					
" 8	13	86	833	Bremen	" 17	43	50	550	
" 17	..	119	778	Main	" 24	..	26	104	
" 24	13	105	819	Barbarossa	" 31	14	30	58	
Apr. 2	29	134	902	Prinzess Alice	Apr. 7	35	65	326	
" 11	..	39	656	Brandenburg					
" 13	48	116	403	Bremen	" 21	121	210	477	
" 22	..	210	509	Rhein	" 30	..	231	144	
" 26	7	140	1984	Barbarossa	May 5	117	202	341	
May 3	67	169	1212	Prinzess Alice	" 10	155	122	332	4509
				Neckar	" 14	..	136	65	
" 11	73	242	1047	Friedrich der Grosse	" 19	175	213	484	
" 17	27	188	1332	Bremen	" 26	250	172	182	
				*Grosser Kurfuerst	June 2	294	264	228	
" 26	..	78	1062	Chemnitz					
June 3	45	139	1148	Prinzess Alice	" 7	199	116	419	
" 9	67	160	763	Barbarossa	" 16	207	290	282	
" 15	46	173	996	Friedrich der Grosse	" 23	210	260	121	
" 22	36	123	889	Bremen	" 30	288	170	493	
" 28	84	183	748	Grosser Kurfuerst	July 5	283	255	956	
July 5	50	161	617	Prinzess Alice	" 14	157	98	714	
" 13	89	166	1210	Barbarossa	" 21	139	127	903	

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	" 19	82	164	556	Friedrich der Grosse	" 28	104	89	840
	" 27	75	201	755	Bremen	Aug. 2	95	116	806
	Aug. 3	124	279	683	Grosser Kurfuerst	" 11	74	97	610
	" 9	111	165	687	Prinzess Alice	" 13	28	43	272
	" 17	162	262	945	Barbarossa	" 25	48	47	395
	" 23	154	279	904	Friedrich der Grosse	" 30	104	76	596
	" 29	270	313	1064	Bremen	Sept. 8	53	138	392
	Sept. 6	237	150	746	Koenig Albert	" 15	39	70	321
	" 6	..	215	460	Main				
	" 13	326	401	909	Grosser Kurfuerst	" 22	66	117	367
	" 21	..	318	848	Neckar	" 29	..	78	117
	" 27	208	310	994	Friedrich der Grosse	Oct. 6	91	99	206
4511	Oct. 4	264	345	1007	Bremen	" 13	52	68	102
	" 4	..	226	..	Rhein				
	" 11	182	177	826	Koenig Albert				
	" 20	..	324	1450	Main	" 25	..	69	108
	" 26	..	263	2160	Neckar				
	Nov. 1	133	295	1311	Frederich der Grosse	Nov. 10	39	60	90
	" 8	..	9	844	Breslau				
	" 8	73	284	1413	Bremen	" 15	55	82	240
	" 16	..	37	1468	Frankfurt	" 24	..	19	59
	" 18	..	59	799	Cassel				
	" 25	..	202	2553	Main	" 29	..	57	196
	Dec. 2	..	61	1237	Chemnitz				
	" 11	..	34	1344	Hanover				
4512					Darmstadt	Dec. 15	..	16	41
	" 14	..	26	1067	Gera	" 20	..	4	37
	" 18	..	52	484	Brandenburg				
	" 24	..	70	1525	Frankfurt	" 28	..	15	36
	" 30	..	96	2140	Main				
	58 Trips	3110	9150	53621	Totals	43 Trips	3535	4534	14250

*Grosser Kurfuerst sailed Eastbound Mar. 8 with 810 first cabin, arrived Westbound May 19 with 525 first cabin—Clark's Mediterranean and Orient Cruise. Accounted for in Table II.

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Table XL.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
				Hohenzollern	Jan. 5	73	..	554	524	20	10
Jan. 20	84	41	433	Prinzess Irene	" 23	177	..	337	309	20	8
Feb. 4	27	40	228	Hohenzollern	Feb. 13	63	..	178	167	9	2
				Neckar	" 20	36	..	205	197	4	4
" 18	21	63	392	Lahn							
" 25	49	60	369	Prinzess Irene	" 27	187	14	74	71	2	1
Mar. 10	52	118	1485	Koenigin Luise	Mar. 12	176	12	240	223	11	6
" 16	19	72	848	Hohenzollern	" 19	64	..	397	340	39	18
" 23	..	29	1877	Neckar	" 26	57	..	150	130	15	5
" 31	106	146	1638	Prinzess Irene	Apr. 2	172	9	130	93	27	10
Apr. 10	35	102	1510	Koenig Albert	" 12	171	17	115	107	6	2
" 14	85	68	902	Koenigin Luise	" 23	138	43	207	166	30	11
" 27	..	111	2506	Neckar							
May 4	158	145	1704	Prinzess Irene	May 7	212	72	346	291	39	16
" 18	108	140	1591	Koenig Albert	" 21	179	84	358	326	22	10
" 25	53	120	751	Koenigin Luise	" 28	168	44	484	456	22	6
June 9	135	125	933	Prinzess Irene	June 11	197	101	693	623	46	24
" 22	65	93	470	Koenig Albert	" 25	194	97	262	252	6	4
" 29	56	51	291	Koenigin Luise	July 2	188	104	1492	1313	134	45
July 13	80	160	341	Prinzess Irene	" 16	104	82	1781	1571	146	64
Aug. 3	47	133	321	Koenigin Luise	Aug. 6	65	35	1948	1671	187	90
" 24	149	137	355	Prinzess Irene	" 27	51	61	1831	1625	143	63
Sept. 6	118	91	273	Hohenzollern	Sept. 10	42	38	994	877	81	36
" 21	189	222	404	Koenigin Luise	" 24	82	49	1740	1607	90	43
Oct. 5	189	118	400	Prinzess Irene	Oct. 8	104	40	1406	1287	80	39
" 12	60	163	289	Hohenzollern	" 15	42	21	969	893	57	19
				Koenig Albert	" 22	96	15	1104	1038	44	22
" 27	127	227	509	Koenigin Luise	" 30	108	20	1606	1511	63	32
				Neckar	Nov. 5	25	..	2211	2096	82	33
Nov. 13	102	164	626	Prinzess Irene	" 16	157	30	1676	1594	59	23
" 17	19	55	97	Hohenzollern	" 19	84	24	1014	986	18	10
" 23	70	89	172	Koenig Albert	" 26	77	23	1753	1694	32	27
Dec. 4	69	73	256	Koenigin Luise	Dec. 6	64	47	1875	1821	38	16
" 6	..	42	221	Neckar	" 10	43	..	838	811	18	9
" 27	137	136	710	Prinzess Irene							
31 Trips	2409	3334	22902	Totals	32 Trips	3596	1082	28968	26670	1590	708

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Table XLI.

NORTH GERMAN LLOYD.

BALTIMORE-BREMEN.

	Balt. Arrival	Westbound II	Westbound III	Steamer	Balt. Departure	Eastbound II	Eastbound III
				Koeln	Jan. 7	6	132
				Rhein	" 21	11	115
	Jan. 24	19	560	Hannover			
	" 27	10	249	Oldenburg	Feb. 3	10	100
	Feb. 8	55	415	Willehad	" 13	4	48
4517	" 24	19	652	Chemnitz	" 28	16	76
	Mar. 2	14	730	Rhein	Mar. 6	15	57
	" 4	13	624	Koeln			
	" 9	30	1023	Breslau	" 16	9	59
	" 17	34	1037	Cassel	" 23	11	21
	" 26	67	1336	Hannover			
	Apr. 3	47	1736	Chemnitz	Apr. 9	44	56
	" 13	16	1023	Brandenburg	" 16	21	44
	" 16	27	921	Frankfurt			
	" 25	36	732	Rhein	" 28	74	66
	May 4	38	1542	Breslau	May 8	44	71
	" 14	37	1333	Koeln			
	" 19	53	1691	Brandenburg	" 25	83	139
4518	" 26	45	1659	Hannover	June 1	45	81
	June 2	75	1613	Cassel	" 8	66	183
	" 9	35	890	Breslau	" 15	66	108
	" 14	63	1331	Neckar	" 22	160	98
	" 23	5	1043	Frankfurt			
	" 30	54	1032	Brandenburg	July 6	66	259
	July 6	31	937	Chemnitz	" 13	33	188
	" 21	58	802	Cassel	" 27	45	230
	Aug. 4	45	685	Hannover			
	" 10	63	467	Brandenburg	Aug. 17	52	175
	" 24	75	788	Chemnitz	" 31	25	120
	" 31	99	626	Cassel			
	Sept. 8	108	561	Main	Sept. 14	47	144

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" 17	26	855	Frankfurt				
" 21	95	562	Brandenburg	" 28	31	72	
" 28	73	574	Breslau	Oct. 5	16	13	
Oct. 6	89	501	Rhein	" 12	39	37	
" 13	13	694	Hannover				
" 20	65	586	Chemnitz	" 26	18	45	
Nov. 2	37	869	Brandenburg	Nov. 9	15	31	
" 11	25	708	Breslau				
" 20	27	765	Cassel	" 26	16	38	
Dec. 5	26	523	Chemnitz	Dec. 9	14	31	
" 8	28	1334	Darmstadt				
" 21	29	926	Brandenburg	" 25	2	25	
" 24	10	1274	Weimar	" 29	2	10	4520
42 Trips	1814	38209	Totals	32 Trips	1106	2878	

Table XLII.

NORTH GERMAN LLOYD.

GALVESTON-BREMEN.

Galv. Arrival	Westbound II	III	Steamer	Galv. Departure	Eastbound II	III	
Jan. 12	6	94	Breslau	Jan. 19	7	14	
Feb. 2	16	51	Hannover	Feb. 11	2	5	
" 16	9	46	Brandenburg	Mar. 2	3	14	4521
Mar. 14	16	58	Koeln	" 20	17	14	
Apr. 4	16	110	Hannover	Apr. 9	24	19	
" 25	11	143	Frankfurt	" 30	41	59	
May 23	26	120	Koeln	May 30	73	50	
July 2	57	190	Frankfurt	July 12	34	35	
Aug. 13	35	101	Hannover	Sept. 4	21	8	
Sept. 8	2	3	Cassel	" 19	8	6	
" 26	58	125	Frankfurt	Oct. 3	2	13	
Oct. 21	72	118	Hannover	" 30	1	10	
Nov. 20	45	58	Breslau	Nov. 26	9	11	
Dec. 20	26	126	Hannover	Dec. 24	5	3	
14 Trips	395	1343	Totals	14 Trips	247	261	

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Table XLIII.

PRINCE LINE.

New York-Mediterranean.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I	Eastbound Az.
			Sicilian Prince	Jan. 9	1	111	101	8	2	..
Feb. 25	3	844	Sicilian Prince	Feb. 29	..	88	81	4	3	..
Mar. 4	4	620	Napolitan Prince	Mar. 15	..	56	49	4	3	..
Apr. 13	4	780	Sicilian Prince	Apr. 23	..	182	148	22	12	..
23 " 25	6	756	Napolitan Prince	May 3	..	171	143	22	6	..
May 20	8	538	Il Piemonte							
" 28	3	1013	Sicilian Prince	June 4	..	683	624	44	15	..
June 14	5	487	Napolitan Prince	" 18	..	619	565	38	16	..
July 11	11	424	Sicilian Prince	July 16	1	958	872	61	25	..
" 27	5	356	Napolitan Prince	Aug. 4	3	1008	901	74	33	103
Aug. 23	13	380	Sicilian Prince	" 27	..	1054	944	75	35	45
Sept. 10	7	268	Napolitan Prince	Sept. 17	..	607	550	39	18	..
Oct. 22	4	562	Napolitan Prince	Oct. 27	..	482	459	17	6	..
Nov. 20	5	541	Sicilian Prince							
Dec. 2	7	368	Napolitan Prince	Dec. 6	..	434	433	1	..	..
14 Trips	85	7937	Totals	13 Trips	5	6453	5870	409	174	148

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Table XLIV.

RED STAR LINE.

New York-Antwerp.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 8	14	98	691	Vaderland	Jan. 11	20	27	149	
" 20	7	86	576	Kroonland	" 23	6	36	303	
" 26	10	57	333	Zeeland	" 30	10	43	243	
Feb. 5	17	50	406	Finland	Feb. 7	23	30	106	
" 11	8	82	368	Vaderland	" 13	6	33	180	
" 16	18	57	543	Kroonland	" 20	22	37	247	4526
" 23	5	88	537	Zeeland	" 27	6	43	224	
Mar. 1	6	74	617	Finland	Mar. 5	7	62	252	
" 8	11	108	712	Vaderland	" 12	11	56	312	
" 15	15	146	859	Kroonland	" 19	12	51	233	
" 22	14	100	852	Zeeland	" 26	43	56	187	
" 30	3	94	859	Finland	Apr. 2	17	41	172	
Apr. 5	12	121	598	Vaderland	" 9	82	84	267	
" 12	19	81	441	Kroonland	" 16	30	98	299	
" 19	20	91	604	Zeeland	" 23	44	128	253	
" 26	25	165	860	Finland	" 30	91	250	327	
May 3	21	105	963	Vaderland	May 7	39	107	581	
" 11	36	151	1041	Kroonland	" 14	61	101	318	
" 17	21	126	1268	Zeeland	" 21	56	129	290	4527
" 24	28	152	1161	Finland	" 28	105	130	349	
June 1	21	103	998	Vaderland	June 4	128	162	523	
" 7	23	144	1230	Kroonland	" 11	185	190	465	
" 14	28	85	1072	Zeeland	" 18	168	182	274	
" 21	19	107	974	Finland	" 25	214	179	114	
" 28	44	123	811	Vaderland	July 2	175	170	304	
July 4	23	92	693	Kroonland	" 9	130	115	592	
" 12	27	113	584	Zeeland	" 16	113	137	514	
" 18	38	147	545	Finland	" 23	147	126	633	
" 26	17	108	473	Vaderland	" 30	113	90	578	
Aug. 1	57	141	384	Kroonland	Aug. 6	72	66	473	
" 8	42	143	511	Zeeland	" 13	22	57	342	

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	" 15	95	175	612	Finland	" 20	42	36	395
	" 23	108	197	671	Vaderland	" 27	25	38	351
	" 29	212	191	754	Kroonland	Sept. 3	36	82	431
	Sept. 5	211	214	748	Zeeland	" 10	32	62	227
	" 13	259	199	678	Finland	" 17	30	53	296
	" 20	228	226	684	Vaderland	" 24	41	66	272
	" 26	226	207	602	Kroonland	Oct. 1	66	75	462
	Oct. 3	156	210	654	Zeeland	" 8	40	63	371
	" 11	197	204	670	Finland	" 15	48	62	332
	" 17	131	214	812	Vaderland	" 22	33	92	351
	" 24	92	195	963	Kroonland	" 29	43	54	337
4529	" 31	48	235	1107	Zeeland	Nov. 5	21	31	391
	Nov. 7	46	167	1161	Finland	" 12	49	65	302
	" 15	63	117	1083	Vaderland	" 19	29	46	329
	" 22	55	101	1288	Kroonland	" 26	24	55	221
	Dec. 7	52	144	1280	Finland	Dec. 10	61	108	307
	" 13	23	53	1014	Zeeland	" 17	17	29	151
	" 21	52	63	898	Kroonland	" 24	19	37	79
	" 27	15	61	896	Vaderland	" 31	16	28	83
	50 Trips	2918	6511	39139	Totals	50 Trips	2830	4098	15792

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Table XLV.

RED STAR LINE.

Philadelphia-Antwerp.

Phila. Arrival	Westbound III	Steamer	Phila. Departure	Eastbound III	
Jan. 1	51	Switzerland	Jan. 6	10	
" 16	23	Rhynland	" 20	5	
" 30	54	Belgenland	Feb. 3	13	
Feb. 24	46	Switzerland	" 27	1	
" 26	49	Rhynland	Mar. 4	15	4532
Mar. 9	152	Belgenland	" 16	13	
" 30	96	Switzerland	Apr. 3	5	
Apr. 6	113	Rhyland	" 13	8	
" 21	62	Belgenland	" 27	8	
May 5	148	Switzerland	May 11	20	
" 19	149	Rhynland	" 25	26	
June 15	93	Switzerland	June 22	17	
July 6	91	Rhynland	July 13	22	
" 27	55	Switzerland	Aug. 3	19	
Aug. 17	87	Rhynland	" 24	23	
Sept. 7	83	Switzerland	Sept. 14	13	
" 28	86	Rhynland	Oct. 5	6	
Oct. 19	92	Switzerland	" 26	11	4533
Nov. 8	184	Rhynland	Nov. 16	9	
" 30	196	Belgenland	Dec. 7	11	
Dec. 24	124	Rhynland	" 28	5	
21 Trips	2034	Totals	21 Trips	260	

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Table XLVI.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
					Island	Jan. 2	..	5	20
	Jan. 10	..	8	40	Hekla	" 16	..	8	29
	Feb. 3	..	11	70	Norge	Feb. 6	..	6	31
4535	" 11	19	70	241	Oscar II	" 18	11	25	127
	" 20	..	6	50	Island	" 27	..	4	15
	" 22	9	73	255	United States	Mar. 2	5	18	93
	Mar. 6	..	5	81	Hekla	" 12	..	3	13
	" 7	11	97	443	Hellig Olav	" 16	14	26	86
	" 20	..	7	76	Norge	" 26	..	20	19
	Apr. 2	22	96	1128	United States	Apr. 13	16	41	177
	" 21	..	9	202	Island	" 24	..	6	18
	" 19	13	96	963	Hellig Olav	" 27	42	80	295
	May 1	2	23	375	Hekla	May 7	14	22	78
	" 16	7	11	565	Norge	" 21	15	31	47
	" 16	49	77	1382	United States	" 25	117	109	675
	June 4	..	15	605	Island	June 11	28	41	85
	" 14	23	68	1148	Hellig Olav	" 22	93	104	424
4536	" 25	..	10	795	Hekla	July 2	21	20	257
	" 27	27	48	569	United States	" 6	67	93	564
	July 10	12	18	379	Oscar II	" 20	38	52	274
	" 23	..	17	657	Island	" 30	..	11	32
	" 25	26	64	716	Hellig Olav	Aug. 3	29	30	240
	Aug. 7	37	68	667	United States	" 17	28	18	218
	" 17	..	9	442	Hekla	" 27	..	3	27
	" 21	12	73	618	Oscar II	" 31	10	27	173
	Sept. 4	91	107	1268	Hellig Olav	Sept. 14	10	33	197
	" 20	5	12	352	Island	" 24	..	4	16
	" 19	108	94	1255	United States	" 28	8	39	290

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Oct. 3	61	103	646	Oscar II	Oct. 12	14	34	249	
" 16	..	12	156	Hekla	" 22	..	3	20	
" 19	51	86	649	Hellig Olav	" 26	16	36	202	
" 31	31	43	736	United States	Nov. 9	14	22	342	
Nov. 15	6	34	629	Oscar II	" 23	13	30	304	
" 30	22	28	358	Hellig Olav	Dec. 7	19	93	740	
Dec. 12	8	36	348	United States	" 21	..	33	114	
" 14	..	4	275	Hekla					
" 26	..	12	306	Oscar II					
36 Trips	652	1550	19445	Totals	35 Trips	642	1130	6491	

Table XLVII.

4538

WHITE STAR LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Majestic	Jan. 6	49	85	310
Jan. 9	146	106	122	Celtic	" 13	232	72	599
" 14	51	76	105	Teutonic	" 20	56	54	237
" 23	161	136	201	Cedric	" 27	149	74	328
" 28	74	74	114	Majestic	Feb. 3	80	60	306
Feb. 4	152	130	224	Oceanic	" 10	111	90	340
" 13	173	127	218	Celtic	" 17	186	76	282
" 20	212	164	319	Cedric	" 24	210	81	286
" 25	54	102	159	Majestic	Mar. 2	56	44	130
Mar. 2	115	167	410	Oceanic	" 9	169	85	276
" 10	147	114	328	Celtic	" 16	117	56	213
" 18	185	191	756	Cedric	" 23	265	105	264
" 24	62	133	510	Majestic	" 30	75	58	186
" 30	149	156	1056	Oceanic	Apr. 6	179	105	392
Apr. 7	56	93	677	Teutonic	" 13	53	56	168
" 11	156	79	782	Celtic	" 15	150	97	201

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	"	15	239	182	969	Cedric	"	20	280	128	275
	"	21	63	123	629	Majestic	"	27	91	99	167
	"	24	67	74	928	Arabic	"	29	185	66	123
	"	27	187	222	1154	Oceanic	May	4	213	226	495
	May	5	56	95	962	Teutonic	"	11	86	131	303
	"	8	262	99	1173	Celtic	"	13	140	123	281
	"	13	209	185	1254	Cedric	"	18	307	210	724
	"	19	66	102	530	Majestic	"	25	152	167	301
	"	22	79	64	476	Arabic	"	27	165	94	310
	"	25	199	161	1018	Oceanic	June	1	343	215	841
	June	2	61	120	435	Teutonic	"	8	144	191	472
	"	6	159	187	588	Celtic	"	10	306	231	689
4541	"	10	205	156	782	Cedric	"	15	350	213	565
	"	16	53	107	316	Majestic	"	22	224	219	378
	"	18	46	45	295	Arabic	"	24	258	180	253
	"	22	224	178	752	Oceanic	"	29	379	250	1188
	"	30	57	96	323	Teutonic	July	6	195	221	953
	July	3	136	86	485	Celtic	"	8	309	231	1348
	"	8	209	142	555	Baltic	"	13	386	234	1262
	"	14	66	86	271	Majestic	"	20	161	189	581
	"	16	229	121	497	Cedric	"	22	331	162	1155
	"	20	150	124	579	Oceanic	"	27	216	197	1140
	"	24	72	76	232	Arabic	"	29	100	33	145
	"	28	98	137	269	Teutonic	Aug.	3	82	80	665
	"	30	199	144	388	Celtic	"	5	211	108	579
4542	Aug.	4	386	256	994	Baltic	"	10	277	153	1095
	"	10	107	135	370	Majestic	"	17	49	84	609
	"	14	257	227	772	Cedric	"	19	143	81	485
	"	17	205	266	966	Oceanic	"	24	193	95	771
	"	17	135	105	278	Arabic	"	26	44	44	139
	"	24	208	217	927	Teutonic	"	31	71	116	483
	"	27	309	233	1194	Celtic	Sept.	2	141	81	378
	Sept.	1	409	262	2060	Baltic	"	7	254	150	855
	"	7	283	226	588	Majestic	"	14	66	107	392
	"	11	324	206	2193	Cedric	"	16	167	71	295
	"	14	393	257	1191	Oceanic	"	21	153	114	492
	"	18	274	183	1278	Arabic	"	23	79	59	106

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"	21	269	172	967	Teutonic	"	28	51	75	301
"	24	310	239	2408	Celtic	"	30	135	65	221
"	30	410	247	2233	Baltic	Oct.	5	383	141	600
Oct.	5	210	240	567	Majestic	"	12	78	96	242
"	8	323	211	2048	Cedric	"	14	279	77	224
"	12	315	256	1205	Oceanic	"	19	180	115	400
"	16	112	132	1533	Arabic	"	21	38	80	95
"	21	102	149	994	Teutonic	"	26	55	56	221
"	23	271	159	1159	Celtic	"	28	138	74	209
"	28	370	245	2041	Baltic	Nov.	2	296	184	533
Nov.	3	157	213	1220	Cedric	"	9	188	116	345
"	9	332	195	1087	Oceanic	"	16	270	97	608
"	17	84	121	794	Majestic	"	23	76	74	315
"	25	371	231	1472	Baltic	"	30	300	216	1015
Dec.	2	255	116	966	Cedric	Dec.	7	219	226	1405
"	8	196	162	673	Oceanic	"	14	203	237	1011
"	15	77	80	602	Majestic	"	21	70	81	378
"	23	284	145	1143	Baltic	"	28	278	82	309
70 Trips		13022	10846	57784	Totals	71 Trips		12625	8643	34243

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Table XLVIII.

WHITE STAR LINE.

NEW YORK—MEDITERRANEAN.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	
					Republic	Oct. 20	60	19	828	778	55	17
					Cretic	Nov. 3	78	22	1280	1231	34	15
	Nov. 24	25	42	204	Republic	Dec. 1	159	43	2096	2002	61	33
4547	Dec. 7	45	50	194	Cretic	" 12	125	17	682	657	17	8
	2 Trips	70	92	398	Totals	4 Trips	422	101	4886	4668	145	73

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Table XLIX.

WHITE STAR LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Jan. 17	17	..	91	Cymric	Jan. 22	16	..	74
" 23	16	30	71	Canopic				
" 31	9	46	114	Cretic	Feb. 5	11	35	75
Feb. 14	15	..	148	Cymric	" 18	18	..	83
" 28	6	72	154	Cretic	Mar. 3	13	26	44
Mar. 12	16	..	183	Cymric	" 17	9	..	53
" 27	12	99	328	Cretic	" 31	44	39	67
Apr. 17	21	..	459	Cymric	Apr. 21	21	..	72
				Republic	" 30	71	81	59
" 30	29	212	1051	Cretic	May 5	23	45	138
May 14	50	..	590	Cymric	" 19	55	..	140
" 28	51	157	415	Cretic	June 2	70	102	251
June 3	80	107	282	Republic	" 9	104	113	146
" 11	45	..	216	Cymric	" 16	138	..	149
" 25	60	96	307	Cretic	" 30	221	201	396
July 1	86	91	297	Republic	July 7	158	170	504
" 9	50	..	263	Cymric	" 14	85	..	486
" 23	44	88	384	Cretic	" 28	78	78	512
Aug. 5	135	147	441	Republic	Aug. 11	49	34	414
" 20	97	135	488	Cretic	" 25	27	48	338
Sept. 2	269	256	1098	Republic	Sept 8	31	40	334
" 10	202	..	1310	Cymric	" 15	36	..	144
" 17	254	209	1111	Cretic	" 22	18	21	189
" 30	229	269	1589	Republic				
Oct. 8	98	..	1254	Cymric	Oct. 13	41	20	171
" 22	53	132	1471	Cretic				
Nov. 12	91	..	1005	Cymric	Nov. 17	18	..	169
Dec. 14	38	..	702	Cymric	Dec. 21	6	..	80
27 Trips	2073	2146	15822	Totals	25 Trips	1361	1053	5088

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Table L.

WHITE STAR LINE.

BOSTON—MEDITERRANEAN.

Boston Arrival	Westbound I	II	III	Az.	Steamer	Boston Departure	Eastbound I	II	III	A	C	I	Az.
					Republic	Jan. 2	226	..	190	173	9	8	24
Jan. 10	38	38	554	112	Romanic	" 16	125	..	90	84	5	1	..
					Canopic	" 30	200	..	65	59	3	3	19
Feb. 9	50	34	526	66	Republic	Feb. 13	224	..	72	57	13	2	..
" 23	21	20	459	146	Romanic	" 27	217	..	123	107	8	8	77
Mar. 7	40	50	1120	149	Canopic	Mar. 12	186	..	164	134	19	11	..
" 22	58	59	1520	187	Republic	" 26	241	..	117	100	12	5	93
Apr. 5	55	50	1382	241	Romanic	Apr. 9	215	..	111	90	12	9	88
" 21	52	55	1657	..	Canopic	" 23	130	..	126	101	15	10	79
" 27	68	66	1491	234	Republic								
May 10	85	58	1346	..	Romanic	May 14	199	..	179	146	23	10	74
" 24	58	64	1091	199	Canopic	" 28	166	..	128	112	10	6	52
June 15	45	73	735	73	Romanic	June 18	245	..	213	188	15	10	110
" 27	44	52	379	72	Canopic	July 2	312	..	460	401	39	20	81
Sept. 11	282	155	491	289	Romanic	Sept. 17	87	15	1222	1095	67	60	302
Oct. 1	125	92	347	135	Canopic	Oct. 8	90	26	858	775	56	27	143
" 24	69	166	406	150	Romanic	" 29	87	26	1213	1137	47	29	277
Nov. 12	97	90	346	117	Canopic	Nov. 20	136	33	1612	1555	33	24	139
Dec. 1	27	44	269	57	Romanic	Dec. 10	136	..	1373	1331	25	17	101
17 Trips	1214	1166	14119	2227	Totals	18 Trips	3222	100	8316	7645	411	260	1659

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Table LI.

WILSON LINE.

NEW YORK—HULL.

N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
		Toronto	Jan. 24	1
Feb. 15	2	Consuelo	Feb. 22	1
		Toronto	Mar. 10	1
Apr. 17	4	Consuelo	Apr. 24	4
May 6	4	Toronto	May 15	6
" 30	1	Colorado	June 5	12
June 13	6	Consuelo	" 19	12
		Toronto	July 7	12
July 21	2	Colorado	" 27	12
Aug. 20	4	Idaho		
Sept. 6	12	Colorado		
Oct. 7	4	Idaho		
" 20	9	Toronto		
Nov. 1	3	Consuelo	Nov. 8	6
		Toronto	Dec. 10	2
11 Trips	51	Totals	11 Trips	69

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Table LII.

MISCELLANEOUS TABLE. 4557

MEDITERRANEAN—NEW YORK.

N. Y. Arrival	Westbound II	III	Steamer
Mar. 27	25	916	Regina Elena
" 28	..	805	Attivita
Apr. 11	..	851	Balilla
" 25	..	853	Equita
May 8	24	561	Regina Elena
" 14	..	682	San Gottardo
6 Trips	49	4668	Totals

"Outside" steamers no eastbound passengers carried.

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For Private Circulation Only.

(Printed Annual Report No. 7.) 1905

REPORT OF THE

TRANS-ATLANTIC PASSENGER MOVEMENT

CALENDAR YEAR 1905.

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Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

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New York, March, 1906.

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7	American Line, New York-Southampton	ix
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9	Anchor Line, New York-Glasgow	xi
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17	" " New York-Mediterranean	xix
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Table I.

Statement of East and Westbound Trans-Atlantic Passenger Movement for the Calendar Year 1905, showing the toal carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1904 for all ports.

NEW YORK.

Westbound					Eastbound			
I	II	III	Trips		Trips	I	II	III
319	1389	1490	18	Allan-State (Glasgow)	17	352	455	183
5626	6731	27116	50	American (Southampton)	50	4404	3912	10094
2599	8768	17270	46	Anchor (Glasgow)	46	2492	4027	6708
216	....	21129	25	" (Medit.)	15	50	....	4051
3548	....	....	47	Atlantic Transport (London)	48	3445	....	....
192	142	16871	24	Austro-Americana (Medit.)	19	44	52	3012
47	223	6814	12	Co. Trasatlantica (Medit.)	11	27	32	2267
144	70	72	12	" " (Cadiz, etc.)	12	122	54	364
8213	10928	38062	63	Cunard (Liverpool)	64	7618	7356	14387
576	1432	39388	24	" (Medit.)	22	1108	203	6030
157	....	30178	33	Fabre (Medit.)	21	173	....	8035
4950	6870	55813	72	French (Havre)	55	4576	4074	8448
				" (Medit. via Havre)	54	....	....	11700
2200	1935	1369	7	Hamburg, Express (Hamburg)	7	2300	1590	2071
7087	10137	97577	76	" Regular (")	67	6114	6634	13788
97	166	218	1	" Express (Medit.)	2	919	....	723
824	655	15215	20	" Regular (")	21	1477	42	6699
....	....	2421	6	" Union (Hamburg)				
3267	6657	42144	47	Holland (Rotterdam)	46	3117	3355	10011
142	....	2771	6	Ins. Nav. Co. (Azores-Lisbon)	6	43	....	581
768	....	32476	29	La Veloce (Medit.)	22	387	....	5319
....	....	568	1	Lloyd Italiano (Medit.)	1	....	....	613
508	1086	35617	34	Navigazione (Medit.)	27	561	542	8241

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10527	10093	22065	32	N. Ger. Lloyd, Exp. (Bremen)	32	9399	5903	15996
2561	11842	66367	57	" " " Reg. (")	50	3763	5461	7411
2886	4907	46613	36	" " " (Medit.)	35	3946	1524	11905
91	....	14749	16	Prince (Medit.)	17	3	....	4562
3816	7560	59435	53	Red Star (Antwerp)	51	3760	4591	12706
923	1901	13683	25	Scandinavian-Am. (Scand.)	25	785	1368	5397
13527	11243	45782	66	White Star (Liverpool)	64	11569	8053	18103
1035	2086	17246	14	" " (Medit)	14	2697	230	7562
65	....	....	12	Wilson (Hull)	13	89	....	....
147	....	5333	12	Miscellaneous (Medit., Azores)	11	652	....	1331
77058	106821	775852	976	Totals	945	75992	59458	208208

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CANADIAN PORTS.

4025	11686	31454	52	Allan (Liverpool)	50	3076	4380	6917
390	4171	3659	28	" (Glasgow)	24	236	517	415
....	1340	1305	17	" (Havre, London)	16	....	304	119
308	292	683	14	" (Liverpool-Halifax)	13	205	60	131
870	2423	13871	29	C. P. Ry. Atl. Service (L'pool)	30	790	1283	2562
....	204	15324	33	" " " (Ant'p-L'd'n)	23	12	145	474
755	6221	19038	36	Dominion (Liverpool)	35	676	2127	3331
1	429	1660	7	Donaldson (Glasgow)	7	57	13	99
....	....	2581	5	Hamburg, Hansa (Hamburg)				
6349	26766	89575	221	Totals	198	5052	8829	14048

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BOSTON.

30	433	1267	16	Allan (Glasgow)	2	....	34	2
1932	3938	26750	25	Cunard (Liverpool)	24	1619	2228	6855
1291	....	....	45	Leyland (Liverpool)	43	959	....	....
....	543	....	8	Red Star (Antwerp)				
2761	2382	11117	23	White Star (Liverpool)	24	1842	1258	3678
1059	1875	15884	15	" " (Medit.)	15	2542	235	5980
....	....	3253	15	" " (Azores)	15	....	....	1964
7073	9171	58271	147	Totals	123	6962	3755	18470

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PHILADELPHIA.

....	4094	19427	41	American (Liverpool)	42	....	3061	3407
				Red Star (Antwerp)	5	....	20	....
....	4094	19427	41	Totals	47	....	3081	3407

BALTIMORE.

....	2481	62675	54	N. Ger. Lloyd (Bremen)	44	....	1531	1762

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139	....	....	23	Leyland (L'p'l-L'd'n-H'vre,etc.)	38	347	....	....
....	....	766	1	Navigazione (Medit.)	1	14	....	195
139	....	766	24	Totals	39	361	....	195

GALVESTON.

....	533	3780	14	N. Ger. Lloyd (Bremen)	14	....	342	381
90619	149866	1010346	1477	Grand Totals, 1905	1410	88367	76096	246480
80459	129763	767880	1406	Grand Totals, 1904	1369	80021	70891	374263

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Table II.

Division of the Passenger Business by Groups of Lines.

Westbound						Eastbound		
I	II	III	Trips	British.	Trips	I	II	III
4025	11686	31454	52	Allan (Mont.-Liverpool)	50	3076	4380	6917
390	4171	3659	28	" (Mont.-Glasgow)	24	236	517	415
....	1340	1305	17	" (Mont.-London)	16	....	304	119
30	433	1267	16	" (Boston-Glasgow)	2	....	34	2
4577 308	292	683	14	" (Liverpool-Halifax)	13	205	60	131
319	1389	1490	18	Allan-State (N. Y.-Glasgow)	17	352	455	183
5626	6731	27116	50	American (N.Y.-Southampton)	30	4404	3912	4187
....	4094	19427	41	" (Phil.-Liverpool)	42	....	3061	3407
2599	8768	17270	46	Anchor (N. Y.-Glasgow)	46	2492	4027	6708
3548	....	....	47	At. Transport (N. Y.-London)	48	3445	....	....
870	2423	13871	29	C.P.Ry.-Atl.Ser. (Mont.-L'p'l)	30	790	1283	2562
				" " " (Mont.-L'd'n)	23	12	145	474
8213	10928	38062	63	Cunard (N. Y.-Liverpool)	64	7618	7356	14387
1932	3938	26750	25	" (Boston-Liverpool)	24	1619	2228	6855
755	6221	19038	36	Dominion (Mont.-Liverpool)	35	676	2127	3331
1	429	1660	7	Donaldson (Mont.-Glasgow)	7	57	13	90
1291	....	....	45	Leyland (Boston-Liverpool)	43	959	....	....
4578 133	....	....	21	" (N.O.-L'pool-London)	34	333	....	....
923	1901	13683	25	Scand.-Am. (N. Y.-Scand.)	25	785	1368	5307
13527	11243	45782	66	White Star (N. Y.-Liverpool)	64	11569	8053	18103
2761	2382	11117	23	" " (Bost.-L'pool)	24	1842	1258	3678
65	....	....	12	Wilson (N. Y.-Hull)	13	89	....	....
47316	78369	273634	681	Totals	694	40559	40581	76955

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CONTINENTAL.

138	71	12765	24	Austro-Am. (N. Y.-Adriatic)	19	21	17	943
....	204	15324	33	C.P.Ry.-At.Ser.(Antw'p-Mont.)				
....	....	39388	24	*Cunard (N. Y.-Adriatic)	22	....	....	1667
4950	6870	55813	72	French (N. Y.-Havre)	55	4576	4074	8448
2200	1935	1369	7	Hamburg Exp. (N. Y.-H'burg)	7	2300	1590	2071
7087	10137	97577	76	" Reg. (" ")	67	6114	6634	13788
....	....	2421	6	" Union (H'b'g-N. Y.)				
....	....	2581	5	" Hansa (H'b'g-H'f'x)				
3267	6657	42144	47	Holland (N. Y.-Rotterdam)	46	3117	3355	10011
6	....	....	2	Leyland (N. O.-Havre-Ant'p)	4	14	....	....
10527	10093	22065	32	N. Ger. Lloyd, Ex. (N. Y.-B'm.)	32	9399	5903	15066
2561	11842	66367	57	" " Reg.(N.Y.-B'm.)	50	3763	5461	7411
....	2481	62675	54	" " (Balt.-Bremen)	44	....	1531	1762
....	533	3780	14	" " (Galv.-Bremen)	14	....	342	381
3816	7560	59435	53	Red Star (N. Y.-Antwerp)	51	3760	4591	12706
....	543	....	8	" " (Phil.-Ant'p-Bost.)	5	....	20	....
34552	58926	483704	514	Totals	416	33064	33518	75034

4580

MEDITERRANEAN.

				American(N.Y.-Med.viaCh'b'g)	50	....	....	5007
216	....	21129	25	Anchor (N. Y.-Medit.)	15	50	....	4051
54	71	4106	12	Austro-Amer. (N. Y.-Med.)	19	23	35	2066
47	223	6814	12	Co.Trasatlantica(N.Y.-Medit.)	11	27	32	2267
576	1432	....	24	*Cunard (N. Y.-Medit.)	19	1108	203	4423
157	....	30178	33	Fabre (N. Y.-Medit.)	21	173	....	8035
				French(N.Y.-Med.viaHavre)	54	....	....	11700
97	166	218	1	Hamburg Exp. (N. Y.-Medit.)	2	919	....	723
824	655	15215	20	" Reg. (N. Y.-Medit.)	21	1477	42	6606
768	....	32476	29	La Veloce (N. Y.-Medit.)	22	387	....	5319
....	....	568	1	Lloyd Italiano (N. Y.-Medit.)	1	....	....	613
508	1086	35617	34	Navigazione (N. Y.-Medit.)	27	561	542	8241
....	....	766	1	" (N. O.-Medit.)	1	14	....	195

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2886	4907	46613	36	N. Ger. Lloyd (N. Y.-Medit.)	35	3946	1524	11905
91	....	14749	16	Prince (N. Y.-Medit.)	17	3	....	4562
1059	1875	15884	15	White Star (Bost.-Medit.)	15	2542	235	5980
1035	2086	17246	14	" " (N. Y.-Medit.)	14	2697	230	7562
147	....	5008	11	Miscellaneous (N. Y.-Medit.)	3	652	....	1199
8465	12501	246587	284	Totals	347	14579	2843	91450

MISCELLANEOUS.

144	70	72	12	Co. Trasatlantica (N. Y.-Spain)	12	122	54	364
142	....	2771	6	I.Nav.Co.(N.Y.-N.B'f'd-L'sb'n)	6	43	....	581
....	....	3253	15	White Star (Bost.-Azores)	15	....	....	1964
....	....	325	2	Miscel. (N. Y.-Azores)	10	....	....	132
286	70	6421	35	Totals	43	165	54	3041

1583

1584

* Cunard Line III class Continental and Italian shown separately.

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Table III.

ALLAN LINE.

ST. JOHN, N. B. (WINTER)
MONTREAL (SUMMER) LIVERPOOL
HALIFAX (WINTER)

Montreal St. John Halifax Arrival	Westbound I	II	III	Steamer	Montreal St. John Halifax Departure	Eastbound I	II	III
				Ionian	Jan. 3	43	40	89
Jan. 2	10	26	252	Pretorian	" 10	14	45	65
" 8	6	43	260	Corinthian	" 17	4	14	59
" 15	17	75	332	Parisian	" 24	19	36	76
" 23	15	53	290	Sicilian	" 28	9	22	50
" 27	30	65	453	Ionian	Feb. 7	20	25	62
Feb. 5	7	67	367	Pretorian	" 14	11	24	37
" 14	12	100	271	Corinthian	" 21	14	24	37
" 18	19	117	270	Parisian	" 28	15	38	36
Mar. 1	14	105	260	Sicilian	Mar. 7	8	42	91
" 4	51	287	871	Bavarian	" 14	26	26	52
" 13	17	168	478	Ionian	" 21	16	39	61
" 19	43	307	1042	Tunisian	" 28	35	32	64
" 25	29	281	440	Parisian				
				Corinthian	Apr. 3	13	49	72
Apr. 1	93	474	897	Victorian	" 11	35	47	67
" 7	46	323	1135	Bavarian	" 18	11	75	54
" 14	63	424	942	Virginian	" 25	34	44	41
" 21	45	283	1030	Tunisian	May 2	15	45	40
May 1	38	225	1014	Ionian	" 5	57	73	128
" 8	160	444	935	Victorian	" 12	105	142	181
" 14	48	336	1115	Bavarian	" 19	58	76	118
" 18	117	387	932	Virginian	" 27	104	171	168
" 26	55	322	996	Tunisian	June 2	69	127	123

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June	3	105	345	934	Victorian	" 9	287	163	136
"	9	47	259	993	Bavarian	" 16	130	140	126
"	15	74	316	656	Virginian	" 23	231	200	155
"	23	50	232	611	Tunisian	" 30	151	245	139
"	30	105	298	778	Victorian	July 7	149	164	139
July	7	50	265	754	Bavarian	" 14	54	114	136
"	13	135	342	770	Virginian	" 21	151	131	139
"	21	61	217	594	Tunisian	" 28	78	106	142
"	27	184	305	431	Victorian	Aug. 4	90	102	132
Aug.	4	100	274	713	Bavarian	" 11	47	72	89
"	10	269	286	528	Virginian	" 18	109	89	178
"	18	123	250	547	Tunisian	" 25	42	76	139
4589 "	25	230	367	596	Victorian				
"	31	182	245	748	Bavarian	Sept. 8	87	138	222
Sept.	8	303	292	623	Virginian	" 15	119	97	142
"	15	191	249	775	Tunisian	" 22	53	83	151
"	24	119	191	210	Parisian	" 29	43	57	79
"	29	168	247	715	Bavarian	Oct. 6	62	91	202
Oct.	6	175	308	455	Virginian	" 13	100	77	135
"	12	56	265	461	Tunisian	" 20	45	55	176
"	20	21	131	319	Parisian	" 27	21	92	144
"	27	58	220	487	Bavarian				
Nov.	2	74	231	433	Virginian	Nov. 10	86	169	431
"	9	80	183	431	Tunisian	" 17	51	103	346
"	19	11	72	240	Parisian	" 28	27	33	148
4590 "	25	10	84	326	Sicilian	Dec. 5	16	61	205
Dec.	1	23	88	426	Virginian	" 12	77	312	670
"	9	53	96	550	Tunisian	" 19	29	108	368
"	18	13	53	382	Corinthian	" 26	6	46	77
"	24	20	63	386	Parisian				
52 Trips		4025	11686	31454	Totals	50 Trips	3076	4380	6917

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Table IV.

ALLAN LINE.

MONTREAL—GLASGOW.

Montreal Arrival	Westbound I	II	III	Steamer	Montreal Departure	Eastbound I	II	III	
May 7	24	240	375	Corinthian	May 13	4	20	11	
" 9	28	198	221	Pretorian	" 17	4	18	2	
" 17	17	218	193	Sicilian	" 24	16	23	8	
" 31	2	236	166	Mongolian	June 7	6	17	14	
June 6	27	421	203	Ionian	" 14	33	46	3	
" 14	13	235	294	Corinthian	" 21	23	26	13	4592
" 19	10	201	112	Pretorian	" 28	28	49	21	
" 26	11	125	94	Sicilian	July 5	5	28	13	
July 3	10	104	97	Mongolian	" 19	2	9	18	
" 9	25	153	104	Ionian	" 20	40	35	20	
" 16	8	113	118	Corinthian					
" 25	6	100	119	Pretorian	Aug. 3	5	15	15	
Aug. 2	11	53	41	Buenos Ayrean					
" 6	17	220	405	Sicilian	" 17	5	8	12	
" 13	32	180	125	Ionian	" 24	11	20	18	
" 21	11	82	60	Corinthian	" 31	6	17	14	
" 28	24	154	80	Pretorian	Sept. 7	8	22	28	
" 20	35	122	103	Mongolian					
" 22	27	196	59	Sicilian	" 28	2	12	10	
Sept. 4	2	80	50	Buenos Ayrean	" 30	8	41	23	4593
" 27	..	225	381	Corinthian	Oct. 5	4	15	11	
Oct. 4	20	124	43	Pretorian	" 12	11	12	9	
" 12	..	34	43	Buenos Ayrean					
" 17	14	104	43	Sicilian	" 26	1	27	25	
" 23	4	52	27	Mongolian	Nov. 2	..	12	12	
Nov. 1	..	80	37	Corinthian	" 9	6	20	29	
" 6	12	104	54	Pretorian	" 16	3	19	31	
" 13	..	17	12	Numidian	" 24	5	6	55	
28 Trips	390	4171	3659	Totals	24 Trips	236	517	415	

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Table V.

ALLAN LINE.

Montreal, Halifax—Havre, London.

Montreal Halifax Arrival	Westbound II Havre	II London	III London	Steamer	Montreal Halifax Departure	Eastbound II Havre	III London	II London	III London
May 10	13	100	157	Sarmatian	May 17	13	1	..	..
" 18	10	102	87	Pomeranian	" 27	5	..	7	3
June 3	27	60	148	Sardinian	June 10	21	..	5	9
" 16	14	52	149	Sarmatian	" 24	32	..	10	..
" 30	21	52	108	Pomeranian	July 8	34	..	10	12
July 14	57	58	121	Sardinian	" 22	16	..	15	..
" 28	32	52	97	Sarmatian	Aug. 4	9	..	5	..
Aug. 12	28	59	127	Pomeranian	" 18	8	..	5	1
" 25	38	65	62	Sardinian	Sept. 2	20	..	19	26
Sept. 9	31	75	49	Sarmatian	" 16	13	..	4	..
" 21	35	70	61	Pomeranian	" 29	13	..	2	..
Oct. 7	40	77	54	Sardinian	Oct. 13	1	..	3	..
" 20	24	33	36	Sarmatian					
Nov. 3	17	19	49	Pomeranian	Nov. 11	11	..	7	..
" 15	29	8	..	Sardinian	" 25	6	63	7	..
Dec. 1	..	19	..	Sarmatian	Dec. 16	..	..	..	4
" 19	..	23	..	Pomeranian	" 30	3	..	..	..
17 Trips	416	924	1305	Totals	16 Trips	205	64	99	55

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Table VI.

ALLAN LINE.

BOSTON—GLASGOW.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound II	III	
Mar. 23	..	12	58	Sarmatian				
" 30	1	14	76	Laurentian				
Apr. 13	2	8	53	Sicilian				
" 20	..	33	57	Sardinian				4598
May 5	..	31	184	Corean				
" 18	13	82	119	Numidian				
June 10	..	45	243	Corean				
" 25	..	28	40	Buenos Ayrean				
July 17	..	17	95	Corean				
Aug. 7	6	..	..	Monte Videan				
" 20	..	30	44	Corean				
Oct. 9	..	2	..	Corean				
Nov. 7	5	47	95	Siberian	Nov. 11	11	1	
" 20	..	12	27	Buenos Ayrean				
Dec. 9	2	57	67	Mongolian	Dec. 16	23	1	
" 24	1	15	109	Carthaginian				
16 Trips	30	433	1267	Totals	2 Trips	34	2	4599

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Table VII.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

	Halifax	Westbound				St. Johns	Eastbound		
	Arrival	I	II	III	Steamer	Departure	I	II	III
	June 16	20	39	59	Laurentian	June 29	16	2	3
	" 29	22	25	195	Siberian	July 17	24	2	1
4601	July 12	34	50	59	Carthaginian	" 27	25	8	5
	" 24	25	20	4	Laurentian	Aug. 10	15	2	..
	Aug. 12	11	29	41	Siberian	" 26	11	..	2
	" 23	31	12	10	Carthaginian	Sept. 8	14	7	20
	Sept. 7	52	37	99	Laurentian	" 22	33	4	5
	" 22	36	19	68	Siberian	Oct. 12	20	9	24
	Oct. 6	15	11	59	Corean	" 18	10	9	..
	" 20	26	33	40	Laurentian	Nov. 4	12	7	27
	Nov. 3	17	2	13	Carthaginian	" 23	13	5	19
	" 17	7	7	12	Corean	Dec. 5	4	4	11
	" 30	4	7	17	Laurentian	" 19	8	1	14
	Dec. 18	8	1	7	Siberian				
4602	14 Trips	308	292	683	Totals	13 Trips	205	60	131

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Table VIII.

ALLAN-STATE LINE.

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Numidian	Jan. 5	1	2	6
Jan 12	..	7	42	Pomeranian				
" 27	1	25	65	Mongolian	Feb. 2	1	7	11
Feb. 14	..	27	99	Corean				4604
" 22	4	33	109	Laurentian	Mar. 2	5	10	6
Mar. 12	5	33	85	Mongolian	" 16	1	1	3
" 23	2	45	34	Corinthian	" 30	15	5	9
Apr. 6	..	22	55	Pomeranian				
" 27	4	46	84	Mongolian	Apr. 30	14	19	8
				Numidian	May 25	16	44	16
June 5	7	48	135	Parisian	June 8	40	54	16
" 19	10	39	100	Numidian	" 22	60	96	11
July 1	9	33	58	Parisian	July 6	111	73	14
" 15	9	35	44	Numidian	" 20	40	39	28
" 30	19	38	56	Parisian	Aug. 3	28	27	3
Aug. 14	18	78	94	Numidian	" 17	2	25	18
" 28	95	175	79	Parisian	" 31	10	16	8
Sept. 12	68	237	102	Numidian	Sept. 15	8	14	13
Oct. 1	42	261	127	Carthaginian	Oct. 5	..	7	..
" 8	26	207	122	Numidian	" 13	..	16	13
18 Trips	319	1389	1490	Totals	17 Trips	352	455	183

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Table IX.

AMERICAN LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Brit.	III Ital.
Jan 1	108	42	742	Philadelphia	Jan. 7	73	71	150	66
" 15	64	51	729	New York	" 21	82	43	82	69
" 22	33	92	846	St. Louis	" 28	90	57	155	50
4607 " 28	22	86	663	Philadelphia	Feb. 4	65	43	54	45
Feb. 5	34	51	530	St. Paul	" 11	41	32	53	47
" 12	35	69	494	New York	" 18	44	32	47	62
" 18	55	56	494	St. Louis	" 25	46	31	93	84
" 25	57	81	629	Philadelphia	Mar. 4	56	40	62	38
Mar. 5	52	82	689	St. Paul	" 11	76	33	42	63
" 13	63	94	598	New York	" 18	47	175	37	59
" 20	40	76	743	St. Louis	" 25	82	40	22	83
" 25	55	116	761	Philadelpia	Apr. 1	68	60	97	117
Apr. 2	59	125	863	St. Paul	" 8	52	71	66	103
" 9	55	139	683	New York	" 15	48	44	58	50
" 16	48	178	659	St. Louis	" 22	82	64	52	54
" 22	41	207	627	Philadelphia	" 29	140	91	72	63
4608 " 30	85	100	508	St. Paul	May 6	86	80	78	80
May 7	74	115	586	New York	" 13	90	75	71	85
" 14	38	123	572	St. Louis	" 20	168	126	115	122
" 20	42	109	586	Philadelphia	" 27	164	143	151	86
" 28	71	123	523	St. Paul	June 3	153	149	144	79
June 3	87	119	595	New York	" 10	183	160	165	86
" 10	68	112	472	St. Louis	" 17	296	179	99	102
" 17	84	98	477	Philadelphia	" 24	224	206	101	123
" 25	79	124	404	St. Paul	July 1	319	204	80	116
July 1	103	122	431	New York	" 8	220	167	93	186
" 8	90	123	354	St. Louis	" 15	173	165	81	83
" 15	122	146	450	Philadelphia	" 22	140	105	70	140

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" 29	163	188	488	St. Paul	Aug. 5	110	107	95	141
Aug. 5	155	132	356	New York	" 12	59	77	76	97
" 12	234	194	421	St. Louis	" 19	58	69	87	156
" 19	175	246	474	Philadelphia	" 26	44	57	93	362
" 26	308	193	522	St. Paul	Sept. 2	50	83	84	106
Sept. 2	289	254	488	New York	" 9	42	57	55	163
" 9	332	197	621	St. Louis	" 16	72	75	47	126
" 16	283	255	540	Philadelphia	" 23	35	29	62	103
" 23	320	205	518	St. Paul	" 30	43	52	85	123
" 30	276	255	597	New York	Oct. 7	35	72	96	184
Oct. 7	285	210	494	St. Louis	" 14	51	42	56	179
" 14	172	254	559	Philadelphia	" 21	38	51	53	178
" 21	104	228	536	St. Paul	" 28	20	48	45	131
" 28	109	211	473	New York	Nov. 4	36	41	101	155
Nov. 5	87	125	402	St. Louis	" 11	72	46	61	176
" 11	120	121	424	Philadelphia	" 18	40	47	61	153
" 19	74	122	366	St. Paul	" 25	44	49	66	132
" 25	65	78	511	New York	Dec. 2	53	39	97	196
Dec. 3	86	80	414	St. Louis	" 9	38	66	244	306
" 10	58	85	398	Philadelphia	" 16	50	67	124	116
" 16	97	74	389	St. Paul	" 23	50	19	52	181
" 23	70	65	317	New York	" 30	56	33	57	102
50 Trips	5626	6731	27116	Totals	50 Trips	4401	3012	4187	5007

4187

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Total sterage, 10094

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Table X.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

	Phila. Arrival	Westbound II	III	Steamer	Phila. Departure	Eastbound II	III
				Merion	Jan. 1	18	59
	Jan. 10	37	766	Haverford	" 14	11	46
	" 24	23	662	Friesland	" 28	12	45
4613	Feb. 7	53	470	Merion	Feb. 12	12	40
	" 22	55	448	Haverford	" 26	27	38
	Mar. 7	83	494	Friesland	Mar. 12	11	37
	" 23	80	714	Merion	" 27	33	68
	Apr. 3	102	910	Haverford	Apr. 8	64	66
	" 11	45	872	Friesland	" 15	52	44
	" 18	53	799	Westernland	" 22	63	40
	" 24	118	543	Merion	" 29	117	77
	May 1	47	392	Noordland	May 6	57	57
	" 9	128	442	Haverford	" 13	102	67
	" 16	63	341	Friesland	" 20	168	73
	" 22	49	313	Westernland	" 27	156	95
	" 28	120	568	Merion	June 3	109	113
4614	June 6	66	376	Noordland	" 10	82	81
	" 12	121	463	Haverford	" 17	133	151
	" 18	74	366	Friesland	" 24	167	102
	" 26	54	305	Westernland	July 1	153	82
	July 3	129	320	Merion	" 8	134	127
	" 10	77	307	Noordland	" 15	149	90
	" 17	128	438	Haverford	" 22	122	134
	" 31	130	515	Westernland	Aug. 5	144	129
	Aug. 6	123	309	Merion	" 12	120	87
	" 14	144	296	Noordland	" 19	78	60
	" 20	111	368	Haverford	" 26	108	113
	" 27	167	370	Friesland	Sept. 2	45	103

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Sept.	3	153	430	Westernland	" 9	46	82
"	10	132	461	Merion	" 16	68	116
"	19	140	363	Noordland	" 23	13	67
"	26	137	649	Haverford	" 30	116	88
"	30	154	616	Friesland	Oct. 7	50	82
Oct.	8	156	505	Westernland	" 14	30	84
"	16	120	506	Merion	" 21	62	86
"	23	151	284	Noordland	" 28	13	86
"	29	122	377	Haverford	Nov. 4	49	70
Nov.	5	129	262	Friesland	" 11	20	68
"	20	127	534	Merion	" 25	32	124
Dec.	6	84	434	Haverford	Dec. 9	76	105
"	13	46	370	Noordland	" 17	15	48
"	25	63	469	Merion	" 30	24	77
41 Trips		4094	19427	Totals	42 Trips	3061	3407

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Table XI.

ANCHOR LINE

New York—Glasgow.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 5	3	43	292	Furnessia	Jan. 14	4	28	46
" 20	7	58	329	Astoria	" 28	12	29	69
Feb. 5	..	44	130	Ethiopia	Feb. 11	4	16	22
4619 " 16	12	96	460	Furnessia	" 25	10	25	42
Mar. 2	3	121	285	Astoria	Mar. 11	6	19	40
" 19	6	87	310	Ethiopia	" 23	..	..	2
" 20	10	212	481	Columbus	" 25	19	52	109
Apr. 2	17	218	683	Caledonia	Apr. 8	38	91	134
" 10	12	227	327	Astoria	" 15	21	48	58
" 16	19	330	764	Columbia	" 22	60	55	60
" 25	20	220	630	Furnessia	" 29	26	75	72
" 30	39	267	563	Caledonia	May 6	106	154	137
May 9	20	212	285	Astoria	" 13	24	92	66
" 14	39	222	555	Columbia	" 20	96	142	197
" 23	9	167	382	Furnessia	" 27	55	154	97
" 28	34	231	730	Caledonia	June 3	140	255	249
June 7	14	168	398	Astoria	" 10	60	149	88
4620 " 11	38	205	680	Columbia	" 17	157	266	247
" 19	11	107	406	Furnessia	" 24	104	261	193
" 25	34	161	439	Caledonia	July 1	418	125	315
July 3	10	131	372	Astoria	" 8	99	183	136
" 9	45	168	433	Columbia	" 15	192	241	232
" 17	12	102	330	Furnessia	" 22	66	121	134
" 23	91	249	368	Caledonia	" 29	189	180	226
" 31	83	128	305	Astoria	Aug. 5	25	42	110
Aug. 6	141	255	396	Columbia	" 12	91	99	165
" 14	60	143	202	Furnessia	" 19	29	47	136
" 20	164	345	418	Caledonia	" 26	66	99	175

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"	28	118	188	255	Astoria	Sept. 2	14	61	86
Sept.	3	313	234	510	Columbia	" 9	39	78	175
"	11	215	385	305	Furnessia	" 16	10	61	102
"	17	318	235	664	Caledonia	" 23	80	72	183
"	26	78	226	280	Astoria	" 30	17	51	52
Oct.	1	168	360	578	Columbia	Oct. 7	58	62	206
"	10	43	373	251	Furnessia	" 14	10	30	80
"	15	162	366	433	Caledonia	" 21	36	73	192
"	24	58	241	145	Astoria	" 28	11	34	84
"	29	39	253	306	Columbia	Nov. 4	22	81	252
Nov.	7	3	73	110	Furnessia	" 11	..	29	75
"	12	50	264	297	Caledonia	" 18	17	53	281
"	22	5	65	152	Astoria	" 26	13	36	122
"	28	34	113	326	Columbia	Dec. 2	15	46	435
Dec.	8	6	79	110	Furnessia	" 13	4	55	175
"	15	20	116	232	Caledonia	" 19	23	100	406
"	19	9	78	105	Astoria	" 23	1	24	95
"	25	7	102	258	Columbia	" 30	5	33	149
46 Trips		2599	8768	17270	Totals	46 Trips	2492	4027	6708

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Table XII.

ANCHOR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
Jan. 10	5	235	Algeria						
" 27	..	225	Calabria						
Feb. 5	5	436	Italia						
4625 " 21	1	561	Perugia						
Mar. 12	1	1083	Algeria						
" 21	3	1135	Calabria						
" 30	16	1416	Italia						
Apr. 14	9	1231	Perguia						
May 7	4	1081	Algeria						
" 12	10	1232	Calabria	May 20	5	55	45	8	2
" 19	17	1427	Italia	" 27	10	204	178	17	9
June 4	10	1238	Perugia	June 10	7	134	123	7	4
" 26	1	1080	Algeria						
July 5	15	947	Calabria	July 15	7	359	327	22	10
" 19	5	645	Italia	" 29	3	222	200	14	8
Aug. 4	12	726	Perugia	Aug. 12	..	335	303	20	12
" 19	4	597	Algeria	" 26	..	198	174	16	8
4626 Sept. 1	16	631	Calabria	Sept. 9	..	158	142	10	6
" 13	12	795	Italia	" 23	6	293	268	12	13
" 25	17	443	Perugia	Oct. 3	..	122	104	8	10
Oct. 16	8	1069	Algeria	" 25	..	160	150	6	4
" 23	19	718	Calabria	Nov. 4	3	367	352	9	6
Nov. 7	8	726	Italia	" 18	3	754	727	18	9
" 20	8	558	Perugia	" 25	4	428	419	4	5
Dec. 18	10	894	Algeria	Dec. 28	2	262	252	7	3
25 Trips	216	21129	Totals	15 Trips	50	4051	3764	178	109

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Table XIII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON.

N. Y. Arrival		Westbound I	Steamer	N. Y. Eastbound Departure	I	
			Mesaba	Jan. 10	15	
Jan.	10	29	Minnehaha	" 14	47	
"	19	12	Manitou	" 23	30	
"	25	15	Menominee	" 29	16	4628
"	29	29	Minneapolis	Feb. 4	38	
Feb.	6	22	Mesaba	" 11	18	
"	12	25	Minnetonka	" 18	31	
"	22	15	Manitou	" 25	19	
"	27	11	Menominee	Mar. 4	28	
Mar.	5	56	Minneapolis	" 11	46	
"	13	36	Minnehaha	" 18	54	
"	21	33	Minnetonka	" 25	121	
Apr.	3	17	Mesaba	Apr. 7	35	
"	10	64	Minneapolis	" 15	85	
"	17	58	Minnehaha	" 22	105	
"	24	76	Minnetonka	" 29	134	
May	2	29	Mesaba	May 6	53	4629
"	9	84	Minneapolis	" 13	115	
"	16	49	Minnehaha	" 20	115	
"	22	61	Minnetonka	" 27	150	
"	30	22	Mesaba	June 3	84	
June	6	71	Minneapolis	" 10	169	
"	12	39	Minnehaha	" 17	161	
"	19	79	Minnetonka	" 24	169	
"	27	41	Mesaba	July 1	98	
July	7	105	Minneapolis	" 8	159	
"	10	73	Minnehaha	" 15	150	
"	17	81	Minnetonka	" 22	146	
"	25	51	Mesaba	" 29	89	

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	Aug. 2	129	Minneapolis	Aug. 5	105
	" 8	147	Minnehaha	" 12	111
	" 14	137	Minnetonka	" 19	72
	" 22	97	Mesaba	" 26	25
	" 28	167	Minneapolis	Sept. 2	59
	Sept. 4	175	Minnehaha	" 9	39
	" 11	171	Minnetonka	" 16	74
	" 19	103	Mesaba	" 23	24
	" 25	157	Minneapolis	" 30	45
	Oct. 2	152	Minnehaha	Oct. 7	49
	" 9	149	Minnetonka	" 14	48
	" 17	67	Mesaba	" 21	21
4631	" 23	133	Minneapolis	" 28	19
	" 30	99	Minnehaha	Nov. 4	65
	Nov. 12	128	Minnetonka	" 18	59
	" 21	52	Mesaba	" 25	21
	" 26	97	Minneapolis	Dec. 2	35
	Dec. 3	36	Minnehaha	" 9	71
	" 16	69	Minnetonka	" 23	23
	47 Trips	3548	Totals	48 Trips	3445

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Table XIV.

AUSTRO-AMERICANA LINE.

New York—Adriatic Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 9	13	..	458	Gerty	Jan. 14	..	..	40	
" 23	..	7	347	Giulia	Feb. 1	1	..	63	
Feb. 16	6	..	672	Georgia	" 22	2	..	51	
Mar. 10	5	..	1153	Gerty	Mar. 15	2	2	29	4634
" 21	1	3	909	Guilia	Apr. 1	..	1	25	
Apr. 15	10	..	993	Georgia	" 19	..	..	16	
May 7	11	2	1410	Gerty	May 10	..	..	12	
" 21	5	11	355	Giulia	" 27	4	3	14	
June 8	7	..	725	Georgia	June 14	3	..	31	
" 18	12	..	422	Erny					
July 4	4	..	543	Gerty	July 8	..	..	51	
" 18	2	6	444	Giulia	" 22	3	8	38	
Aug. 3	..	..	660	Georgia	Aug. 8	3	..	69	
" 19	3	..	199	Erny					
Sept. 5	2	13	273	Giulia	Sept. 9	..	1	76	
" 18	11	11	340	Francesca	" 21	2	1	63	
" 26	5	..	212	Gerty.	" 30	..	..	76	4635
Oct. 6	4	..	349	Georgia					
" 18	11	..	459	Erny					
" 31	..	6	392	Giulia	Nov. 4	1	..	100	
Nov. 4	..	12	315	Francesca	" 11	..	1	101	
Dec. 4	4	..	610	Gerty	Dec. 6	..	..	54	
" 8	10	..	259	Georgia	" 12	..	..	34	
" 20	12	..	266	Erny					
24 Trips	138	71	12765	Totals	19 Trips	21	17	943	

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NEW YORK—ITALIAN PORTS.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
					Gerty	Jan. 14	..	..	47	46	..	1
					Giulia	Feb. 1	..	2	26	23	3	..
	Feb. 16	8	..	204	Georgia	" 22	..	..	25	23	1	1
					Gerty	Mar. 15	..	..	17	17	..	..
	Mar. 21	..	3	195	Guilia	Apr. 1	1	2	77	63	11	3
					Georgia	" 19	..	1	33	29	4	..
					Gerty	May 10	..	..	85	67	16	2
4637	May 21	5	2	748	Giula	" 27	4	4	36	31	2	3
	June 8	8	..	255	Georgia	June 14	1	3	28	23	4	1
	July 4	2	..	748	Gerty	July 8	1	..	70	64	3	3
	" 18	..	4	241	Giulia	" 22	4	..	84	77	4	3
					Georgia	Aug. 8	..	..	60	58	1	1
					Giulia	Sept. 9	..	6	54	44	6	4
	Sept. 18	..	31	320	Francesca	" 21	..	12	198	179	12	7
					Gerty	" 30	..	1	168	166	2	..
	Oct. 31	7	7	523	Giulia	Nov. 4	2	..	160	151	6	3
	Nov. 4	15	24	175	Francesca	" 11	9	4	420	397	17	6
	Dec. 4	..	..	183	Gerty	Dec. 6	..	..	344	339	3	2
	" 8	9	..	368	Georgia	" 12	1	..	137	128	7	2
	" 20	..	..	146	Erny							
4638	12 Trips	54	71	4106	Totals	19 Trips	23	35	2069	1925	102	42

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Table XV.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

	Montreal St John (Summer) (Winter)				Liverpool			
Montreal St John Arrival	Westbound I	II	III	Steamer	Montreal St. John Departure	Eastbound I	II	III
				Lake Manitoba	Jan. 1	7	13	58
Jan. 7	3	27	75	Lake Champlain	" 15	12	93	43
" 23	10	26	146	Lake Erie	" 29	14	50	44
Feb. 3	10	64	640	Lake Manitoba	Feb. 11	15	17	38
" 19	11	71	220	Lake Champlain	" 26	8	19	21
Mar. 11	14	71	631	Lake Erie	Mar. 15	21	20	48
" 23	49	133	684	Lake Manitoba	" 28	17	41	45
Apr. 3	24	80	1237	Lake Champlain	Apr. 10	24	35	83
" 15	35	79	1112	Lake Erie	" 22	12	38	40
" 23	31	135	918	Lake Manitoba	" 30	25	45	59
May 11	32	82	1054	Lake Champlain	May 15	33	41	57
" 20	17	77	643	Lake Erie	" 25	20	58	72
" 27	39	142	678	Lake Manitoba	June 1	70	72	42
June 11	29	80	797	Lake Champlain	" 15	47	48	59
" 24	17	77	520	Lake Erie	" 29	47	44	53
July 1	41	138	427	Lake Manitoba	July 6	97	108	69
" 15	21	63	431	Lake Champlain	" 20	31	59	72
" 28	16	53	313	Lake Erie	Aug. 3	4	40	62
Aug. 5	64	131	319	Lake Manitoba	" 10	25	45	88
" 19	45	60	354	Lake Champlain	" 24	17	19	70
Sept. 2	35	57	332	Lake Erie	Sept. 7	27	20	72
" 10	117	138	280	Lake Manitoba	" 14	48	24	67
" 24	49	53	477	Lake Champlain	" 28	15	31	122
Oct. 7	14	64	214	Lake Erie	Oct. 12	16	25	85
" 16	62	139	389	Lake Manitoba	" 19	50	35	120
" 28	10	78	239	Lake Champlain	Nov. 2	25	29	147
Nov. 12	4	65	126	Lake Erie	" 16	3	17	136
" 18	34	131	235	Lake Manitoba	" 24	32	82	357
Dec. 3	25	50	163	Lake Champlain	Dec. 10	19	88	256
" 17	12	59	217	Lake Erie	" 24	9	18	77
29 Trips	870	2423	13871	Totals	30 Trips	700	1283	2562

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Table XVI.

CANADIAN PACIFIC RAILWAY, ATLANTIC S. S. SERVICE.

ANTWERP (Westbound) — MONTREAL ST. JOHN, N. B. — (Summer) (Winter) — LONDON (Eastbound)

Montreal St. John Arrival	Westbound II	III	Steamer	Montreal St. John Departure	Eastbound I	II	III
Jan. 2	1	484	Mount Temple	Jan. 10	..	12	11
" 10	9	217	Montrose	" 20	..	4	2
4643 Feb. 1	..	211	Lake Michigan	Feb. 9	..	..	34
" 24	7	596	Mount Temple	Mar. 5	..	..	14
Mar. 6	7	292	Montrose	" 14	..	13	..
" 28	..	799	Lake Michigan	Apr. 7	..	..	24
Apr. 18	..	1913	Mount Temple	" 27	2	..	6
May 7	..	1611	Montreal				
" 11	51	735	Montrose	May 20	..	22	3
" 18	..	700	Montezuma				
" 29	..	1724	Lake Michigan	June 4	..	..	20
June 8	..	520	Mount Temple	" 13	6	..	26
" 20	..	679	Montreal	" 26	..	1	..
" 26	11	288	Montrose	July 1	..	43	..
July 11	..	550	Montezuma				
" 17	..	200	Lake Michigan	" 22	..	..	10
4644 " 25	3	157	Mount Temple	" 30	4	..	22
" 30	..	268	Montreal				
Aug. 8	29	149	Montrose	Aug. 12	..	23	..
" 24	..	313	Montezuma				
" 28	..	125	Lake Michigan	Sept. 4	..	..	27
Sept. 6	4	146	Mount Temple	" 11	..	..	42
" 11	..	148	Montreal				
" 19	36	175	Montrose	" 24	..	9	..
Oct. 6	..	471	Montezuma				
" 8	1	170	Lake Michigan	Oct. 15	..	..	29
" 19	3	248	Mount Temple	" 24	..	..	28
" 25	..	117	Montreal				

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Nov. 2	42	164	Montrose	Nov. 8	..	16	..
" 25	..	265	Lake Michigan	" 30	..	..	155
" 27	..	255	Montezuma				
Dec. 13	..	245	Mount Temple	Dec. 20	..	2	21
" 28	..	389	Montreal				
33 Trips	204	15324	Totals	23 Trips	12	145	474

Table XVII.

COMPANIA TRASATLANTICA DE BARCELONA.

NEW YORK-ITALIAN PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 11	2	16	251	Manuel Calvo	Feb. 5	..	1	5	5	..	..
Feb. 11	1	25	403	Montevideo	Mar. 7	1	..	14	13	..	1
Mar. 13	8	31	862	Buenos Aires	Apr. 5	..	1	9	9	..	..
Apr. 11	3	18	1059	Manuel Calvo	May 6	..	..	8	8	..	..
May 12	10	23	921	Antonio Lopez	June 6	2	..	1	1	..	..
June 10	2	28	921	Buenos Aires	July 6	6	2	1	1	..	..
July 10	2	17	524	Montserrat	Aug. 5	1	1	199	178	21	..
Aug. 10	4	22	628	Montevideo	Sept. 5	1	5	408	370	23	15
Sept. 10	4	11	348	Manuel Calvo	Oct. 6	5	..	337	299	33	5
Oct. 11	4	13	394	Antonio Lopez	Nov. 6	4	9	550	519	19	12
Nov. 10	6	2	294	Buenos Aires	Dec. 11	7	13	735	691	37	7
Dec. 11	1	17	209	Montserrat							
12 Trips	47	223	6814	Totals	11 Trips	27	32	2267	2094	133	40

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NEW YORK-SPANISH PORTS.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Montserrat	Jan. 5	6	7	2
Jan. 11	6	1	4	Manuel Calvo	Feb. 5	8	3	...
Feb. 11	5	3	1	Montevideo	Mar. 7	3	..	..
Mar. 13	4	4	7	Buenos Aires	Apr. 5	2	3	11
Apr. 11	23	1	2	Manuel Calvo	May 6	8	5	17
May 12	5	9	9	Antonio Lopez	June 6	13	7	3
June 10	13	8	4	Buenos Aires	July 6	17	16	2
4649 July 10	2	3	1	Montserrat	Aug. 5	22	..	5
Aug. 10	7	5	19	Montevideo	Sept. 5	13	3	2
Sept. 10	31	14	6	Manuel Calvo	Oct. 6	6	4	95
Oct. 11	22	8	7	Antonio Lopez	Nov. 6	16	2	223
Nov. 10	12	11	6	Buenos Aires	Dec. 11	8	4	4
Dec. 11	14	3	6	Montserrat				
12 Trips	144	70	72	Totals	12 Trips	122	54	364

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Table XVIII.

CUNARD LINE.

New York-Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 3	53	51	991	Ivernia	Jan. 7	49	57	204
" 7	121	97	711	Lucania	" 14	115	67	303
" 15	56	74	405	Umbria	" 21	34	47	198
" 21	78	98	603	Campania	" 28	106	70	204
" 29	38	67	455	Etruria	Feb. 4	33	48	105
Feb. 4	86	81	600	Lucania	" 11	99	59	96
" 12	46	110	439	Umbria	" 18	52	64	92
" 18	82	94	566	Campania	" 25	128	56	110
" 25	35	123	571	Etruria	Mar. 4	52	37	109
Mar. 5	155	258	1286	Caronia	" 11	183	95	148
" 13	41	135	530	Umbria	" 18	49	57	164
" 20	75	195	839	Lucania	" 25	146	82	161
" 25	33	181	747	Etruria	Apr. 1	42	79	152
Apr. 1	57	160	834	Campania	" 8	93	84	161
" 9	188	283	1914	Caronia	" 15	201	172	234
" 15	106	186	809	Lucania	" 22	108	106	128
" 22	46	172	735	Etruria	" 29	97	136	173
" 29	135	173	819	Campania	May 6	120	179	311
May 7	44	134	640	Umbria	" 13	54	133	176
" 10	119	221	1112	Caronia	" 16	236	230	456
" 13	53	111	599	Lucania	" 20	177	186	298
" 20	39	99	647	Etruria	" 27	104	195	189
				Carpathia	" 30	101	..	236
" 27	90	140	725	Campania	June 3	242	261	531
June 4	39	101	499	Umbria	" 10	136	225	182
" 7	138	186	586	Caronia	" 13	301	229	480
" 10	74	94	354	Lucania	" 17	322	292	257
" 17	37	100	349	Etruria	" 24	283	231	113
" 23	27	..	408	Carpathia	" 27	251	..	314
" 24	84	136	307	Campania	July 1	345	304	404
				Ultonia	" 6	..	85	65

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	July	2	39	100	436	Umbria	"	8	224	251	201
	"	5	150	203	369	Caronia	"	11	247	223	501
	"	8	96	145	241	Lucania	"	15	202	269	315
	"	15	59	132	394	Etruria	"	22	131	214	210
	"	21	79	..	321	Carpathia	"	25	153	..	224
	"	22	124	222	467	Campania	"	29	248	220	327
	"	30	74	149	391	Umbria	Aug.	5	54	111	191
	Aug.	2	216	249	513	Caronia	"	8	145	143	156
	"	5	155	283	505	Lucania	"	12	92	109	215
	"	12	109	285	409	Etruria	"	19	45	108	220
	"	19	190	366	535	Campania	"	26	88	119	197
	"	26	297	332	..	Umbria	Sept.	2	43	72	158
4655	"	29	268	277	1518	Caronia	"	5	125	101	130
	Sept.	1	386	306	567	Lucania	"	9	95	94	238
	"	9	423	225	..	Etruria	"	16	25	79	154
	"	14	258	..	1003	Carpathia	"	19	27	..	92
	"	15	368	320	580	Campania	"	23	97	74	192
						Ultonia	"	28	..	13	25
	"	23	325	307	..	Umbria	"	30	35	49	126
	"	27	300	233	1930	Caronia	Oct.	3	122	111	165
	"	29	348	325	650	Lucania	"	7	103	83	207
	Oct.	7	167	432	196	Etruria	"	14	18	50	119
	"	13	192	342	686	Campania	"	21	128	90	207
	"	22	67	202	410	Umbria	"	28	32	33	141
	"	24	235	303	1392	Caronia	"	31	86	119	180
4656	"	27	90	208	416	Lucania	Nov.	4	87	65	164
	Nov.	4	37	135	347	Etruria	"	11	47	54	168
	"	11	148	150	448	Campania	"	18	87	69	284
	"	19	204	205	522	Caronia	"	25	179	96	438
	"	24	112	120	315	Lucania	Dec.	2	94	93	400
	Dec.	4	27	70	431	Umbria	"	9	57	92	471
	"	10	207	160	643	Carmania	"	16	211	242	642
	"	16	47	95	538	Etruria	"	23	32	44	175
	"	24	154	148	585	Caronia					
	"	31	87	39	224	Campania					
	63 Trips		8213	10928	38062	Totals	64 Trips		7618	7356	14387

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Table XIX.

CUNARD LINE.

NEW YORK-MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
				Pannonia	Jan. 3	23	5	282	270	8	4
Jan. 7	4	..	1780	Carpathia	" 17	97	..	268	243	19	6
" 31	..	6	1721	Ultonia	Feb. 3	..	..	34	34	..	..
" 31	7	54	1659	Slavonia	" 7	24	8	170	156	12	2
Feb. 13	5	16	1929	Pannonia	" 21	24	7	206	181	18	7
" 25	16	..	2027	Carpathia	Mar. 7	130	..	166	145	13	8
Mar. 20	..	74	1667	Ultonia	" 22	..	5	17	17	..	..
" 21	12	57	1617	Slavonia	" 28	50	11	169	141	19	9
Apr. 2	11	87	1971	Pannonia	Apr. 11	43	10	113	97	13	3
" 15	69	..	2133	Carpathia	" 18	105	..	155	139	12	4
May 8	..	88	1430	Ultonia	May 11	..	18	55	49	4	2
" 14	69	82	894	Slavonia	" 23	113	..	194	168	17	9
" 25	15	..	1667	Carpathia							
June 4	5	91	1259	Pannonia	June 6	105	2	257	205	36	16
" 30	..	73	1406	Ultonia							
								Cont. Ital.			
July 1	14	82	816	Slavonia	July 11	127	..	78	208	187	15	6
" 23	18	76	896	Pannonia	Aug. 1	8	21	41	158	137	15	6
Aug. 20	48	71	1225	Slavonia	" 29	15	27	93	298	258	26	14
Sept. 10	117	..	1644	Pannonia	Sept. 19	14	19	48	143	139	3	1
" 24	..	100	1403	Ultonia								
Oct. 9	60	78	1933	Slavonia	Oct. 17	43	16	100	197	187	7	3
" 27	5	101	2110	Pannonia	Nov. 1	12	14	100	251	237	8	6
Nov. 13	52	128	2146	Carpathia	" 21	56	28	208	755	720	19	16
" 30	32	81	1993	Slavonia	Dec. 5	40	12	91	754	731	18	5
Dec. 11	17	87	2062	Pannonia	" 19	79	..	76	345	341	2	2
24 Trips	576	1432	39388	Totals	22 Trips	1108	203	6030	4782	284	129

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Table XX.

CUNARD LINE.

Boston-Liverpool.

	Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
	Jan. 12	16	73	946	Saxonia	Jan. 17	29	34	160
	" 27	17	71	756	Ivernia	Feb. 1	31	40	79
	Feb. 10	24	73	954	Saxonia	" 14	27	28	90
	" 24	19	94	860	Ivernia	" 28	26	30	86
4661	Mar. 10	36	118	1786	Saxonia	Mar. 14	36	37	104
	Apr. 6	58	210	2002	Ivernia	Apr. 11	76	86	188
	" 20	56	242	1947	Saxonia	" 25	92	81	230
	May 4	86	184	1596	Ivernia	May 9	78	157	422
	" 18	42	184	1430	Saxonia	" 23	87	164	578
	June 1	104	170	1197	Ivernia	June 6	122	221	693
	" 15	72	136	827	Saxonia	" 20	188	219	502
	" 29	72	130	796	Ivernia	July 4	172	201	618
	July 13	48	161	758	Saxonia	" 18	165	157	325
	" 27	112	176	680	Ivernia	Aug. 1	101	151	354
	Aug. 10	118	254	715	Saxonia	" 15	35	104	220
	" 24	156	237	969	Ivernia	" 29	48	71	206
	Sept. 7	214	217	1327	Saxonia	Sept. 12	47	78	224
4662	" 20	191	226	1587	Ivernia	" 26	53	90	204
	Oct. 4	159	233	1581	Saxonia	Oct. 10	40	53	257
	" 18	133	267	1324	Ivernia	" 24	43	54	198
	Nov. 2	41	197	799	Saxonia	Nov. 7	51	32	181
	" 15	65	101	564	Ivernia	" 21	27	43	216
	" 30	40	75	526	Saxonia	Dec. 5	28	76	564
	Dec. 14	36	72	506	Ivernia	" 19	17	21	156
	" 28	17	37	317	Saxonia				
	25 Trips	1932	3938	26750	Totals	24 Trips	1619	2228	6855

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Table XXI.

DOMINION LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER)

LIVERPOOL.

Montreal Portland Arrival	Westbound I	II	III	Steamer	Montreal Portland Departure	Eastbound I	II	III
Feb. 20	10	74	278	Dominion	Feb. 25	11	6	4
Mar. 12	11	201	646	Canada	Mar. 18	9	8	27
" 28	4	215	646	Dominion	Apr. 1	18	19	31
Apr. 3	..	180	686	Vancouver	" 8	..	7	4
" 11	..	237	1190	Kensington	" 15	..	21	16
" 16	32	337	852	Canada	" 22	32	10	36
May 5	42	268	693	Dominion	May 8	10	40	40
" 7	..	238	627	Ottawa	" 13	..	69	18
" 11	..	264	717	Vancouver	" 20	..	41	23
" 18	..	291	830	Kensington	" 23	..	33	3
" 21	61	312	890	Canada	" 27	80	42	37
" 27	..	203	673	Southwark	June 3	..	110	32
June 6	29	133	790	Dominion	" 10	69	43	46
" 10	..	60	570	Ottawa	" 17	..	182	33
" 19	..	210	681	Kensington	" 24	..	248	34
" 24	46	119	665	Canada	July 1	140	113	66
July 2	..	127	750	Southwark	" 8	..	180	41
" 10	16	110	329	Dominion	" 15	37	49	61
" 24	..	157	500	Kensington	" 29	..	117	16
" 29	60	118	419	Canada	Aug. 5	44	25	53
Aug. 6	..	179	330	Southwark	" 12	..	97	29
" 12	40	130	703	Dominion	" 19	23	21	53
" 18	..	187	268	Ottawa	" 26	..	31	51
" 28	..	244	374	Kensington	Sept. 2	..	110	45
Sept. 2	191	177	433	Canada	" 9	31	30	109
" 9	..	178	484	Southwark	" 16	..	78	57
" 19	105	164	257	Dominion	" 23	13	17	26
" 22	..	209	309	Ottawa	" 30	..	68	50

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Oct. 1	..	208	296	Kensington				
" 7	62	157	531	Canada	Oct. 14	47	35	91
" 15	..	155	228	Southwark	" 21	..	48	75
" 24	22	94	305	Dominion	" 28	23	17	115
" 28	..	59	226	Ottawa	Nov. 4	..	29	144
Nov. 5	13	68	237	Canada	" 15	42	40	1023
" 15	..	108	335	Kensington	" 24	39	85	786
Dec. 5	11	50	290	Dominion	Dec. 9	8	58	56
36 Trips	755	6221	19038	Totals	35 Trips	676	2127	3331

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DONALDSON LINE.

MONTREAL, ST. JOHN, N. B.—GLASGOW.

St. John Montreal Arrival	Westbound I	II	III	Steamer	St. John Montreal Departure	Eastbound I	II	III
Apr. 4	1	10	158	Athenia	Apr. 16	2	..	..
May 18	..	83	325	Athenia	May 25	18	..	..
June 28	..	50	183	Athenia	July 6	16	..	..
Aug. 7	..	102	333	Athenia	Aug. 17	9	2	..
4668 Sept. 20	..	86	270	Athenia	Sept. 28	5	2	2
Oct. 24	..	69	258	Athenia	Nov. 3	..	..	3
Dec. 2	..	29	133	Athenia	Dec. 10	7	9	94
7 Trips	1	429	1660	Totals	7 Trips	57	13	99

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Table XXIII.

FABRE LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I	
Jan. 10	3	213	Patria							
" 25	..	474	Germania	Feb. 2	1	174	141	20	13	
Feb. 14	2	290	Gallia							
" 20	4	1085	Roma	" 24	7	88	67	15	6	
Mar. 14	..	926	Neustria							
" 15	1	1373	Germania	Mar. 21	..	58	46	8	4	4670
" 27	5	912	Patria							
Apr. 3	..	1047	Massilia							
" 4	4	1291	Roma	Apr. 8	..	180	156	17	7	
" 20	1	1113	Gallia							
" 23	1	1364	Germania	" 28	5	65	60	2	3	
May 2	..	895	Neustria							
" 10	6	1304	Roma	May 13	..	205	176	17	12	
" 11	4	1623	Madonna	" 20	12	315	264	33	18	
" 22	..	1030	Massilia							
" 28	3	984	Patria							
June 1	1	1269	Germania	June 6	19	176	158	10	8	
" 11	..	890	Gallia							
" 14	2	1263	Roma	" 20	35	399	358	27	14	4671
" 24	..	538	Neustria							
" 29	5	1168	Madonna	July 6	40	556	451	66	39	
July 17	4	697	Germania	" 22	13	545	478	42	25	
" 27	3	822	Roma	Aug. 3	..	145	124	13	8	
Aug. 14	10	857	Madonna	" 22	9	405	340	43	22	
Sept. 2	15	831	Germania	Sept. 8	9	240	213	17	10	
" 13	25	744	Roma	" 19	7	355	306	29	20	
" 29	24	1121	Madonna	Oct. 5	..	418	374	22	22	
Oct. 14	..	344	Gallia							
			Germania	" 21	..	165	151	10	4	
" 20	15	1045	Roma	" 26	3	703	658	29	16	
Nov. 11	..	415	Massilia							
" 14	17	1108	Madonna	Nov. 21	6	992	965	18	9	
			Germania	Dec. 5	..	720	701	13	6	
Dec. 2	2	705	Roma	" 9	7	1131	1113	8	10	
" 19	..	437	Gallia							
33 Trips	157	30178	Totals	21 Trips	173	8035	7309	459	276	

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Table XXIV

FRENCH LINE.

NEW YORK—HAVRE.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III Cont.	III Ital.
Jan. 1	24	44	611	La Champagne	Jan. 5	17	48	142	120
" 7	45	77	687	La Touraine	" 12	48	53	94	170
4673 " 15	19	50	642	La Gascogne	" 19	19	46	59	110
" 21	94	103	820	La Savoie	" 26	131	85	121	160
" 29	19	41	997	La Champagne	Feb. 2	37	65	71	96
Feb. 4	55	77	866	La Lorraine	" 9	65	82	87	125
" 11	25	60	574	La Touraine	" 16	55	63	78	145
" 20	28	84	832	La Gascogne	" 23	26	43	81	100
" 26	24	68	1002	La Bretagne	Mar. 2	44	47	82	140
Mar. 4	79	116	804	La Lorraine	" 9	103	50	138	160
" 12	33	77	963	La Touraine	" 16	47	59	134	150
" 18	61	134	764	La Savoie	" 23	70	58	160	195
" 21	..	..	1498	La Gascogne					
" 26	27	148	1043	La Bretagne	" 30	56	71	106	115
" 30	..	..	488	Quebec					
4674 Apr. 2	53	177	865	La Lorraine	Apr. 6	103	76	258	340
" 4	..	28	1925	L'Aquitaine					
" 5	..	..	581	Lafayette					
" 5	..	..	202	Montreal					
" 8	30	111	968	La Touraine	" 13	74	47	131	170
" 14	72	225	749	La Savoie	" 20	192	111	167	255
" 17	..	54	1457	La Gascogne	" 22	..	16	13	5
" 23	36	131	1039	La Bretagne	" 27	67	103	71	98
" 28	172	125	696	La Lorraine	May 4	177	144	257	330
May 6	50	140	746	La Touraine	" 11	102	36	162	185
" 7	..	....	653	Hudson					
" 8	..	8	1828	L'Aquitaine					

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"	12	85	206	612	La Savoie	"	18	218	114	268	290
"	16	..	..	1300	La Gascogne	"	20	..	43	13	10
"	21	35	120	869	La Bretagne	"	25	88	65	125	110
"	26	68	161	741	La Lorraine	June	1	271	119	369	290
June	2	..	..	740	Montreal						
"	3	40	91	960	La Touraine	"	8	188	88	187	180
"	9	82	112	758	La Savoie	"	15	314	121	198	315
"	15	..	..	560	Hudson						
"	18	33	92	625	La Bretagne	"	22	119	142	159	175
"	23	82	121	822	La Lorraine	"	29	270	131	288	265
July	2	21	96	589	La Gascogne	July	6	101	96	133	175
"	7	112	95	657	La Savoie	"	13	159	93	180	360
"	13	..	..	277	Louisiane						
"	16	33	88	470	La Bretagne	"	20	94	152	132	245
"	21	117	130	650	La Lorraine	"	27	174	124	246	339
"	27	..	..	184	Hudson						
"	29	88	97	636	La Touraine	Aug.	3	112	85	180	340
Aug.	6	48	126	646	La Gascogne	"	10	59	100	140	140
"	13	66	95	466	La Bretagne	"	17	41	68	164	120
"	18	193	192	705	La Savoie						
"	22	..	14	269	Louisiane						
"	26	163	110	643	La Touraine	"	31	53	67	138	215
Sept.	2	338	125	639	La Lorraine	Sept.	7	96	76	229	230
"	8	..	..	438	Hudson						
"	10	183	100	543	La Bretagne	"	14	35	79	149	185
"	16	254	44	745	La Touraine	"	21	43	53	216	270
"	17	80	458	486	L'Aqutaine						
					La Savoie	"	28	45	72	138	215
"	24	185	110	810	La Gascogne	"	30	..	14	22	15
"	30	320	118	680	La Lorraine	Oct.	5	82	62	215	275
Oct.	6	..	..	688	Montreal						
"	8	174	126	861	La Bretagne	"	12	26	70	131	145
"	14	234	237	668	La Savoie	"	19	75	93	190	305
"	21	68	190	796	La Touraine	"	26	42	55	166	255
"	21	..	..	414	Hudson						
"	27	178	221	664	La Lorraine	Nov.	2	84	57	190	300

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"	30	..	12	1500	La Gascogne	Nov. 4	..	..	4	..
Nov.	5	36	180	855	La Bretagne	" 9	24	79	168	141
"	11	242	225	693	La Savoie	" 16	105	73	239	430
"	18	84	171	804	La Touraine	" 23	55	55	170	255
"	18	..	6	565	California					
"	25	135	160	790	La Lorraine	" 30	70	68	247	620
Dec.	4	32	106	1140	La Gascogne	Dec. 7	20	73	156	348
"	9	79	120	850	La Savoie	" 14	88	100	255	595
"	17	19	67	883	La Bretagne	" 21	16	41	107	170
"	23	97	70	822	La Lorraine	" 28	76	43	124	208
4679 72 Trips		4950	6870	55813	Totals	55 Trips	4576	4074	8448	11700
										8448

Total steerage, 20148

Table XXV.

HAMBURG-AMERICAN LINE.

Express Service, New York—Hamburg.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
4680 Apr. 20	160	174	292	Deutschland	Apr. 27	391	297	187
May 18	166	228	290	Deutschland	May 25	482	340	275
June 15	224	183	293	Deutschland	June 22	489	328	309
July 13	337	333	237	Deutschland	July 20	439	255	308
Aug. 17	377	345	257	Deutschland	Aug. 24	181	129	335
Sept. 14	485	338	..	Deutschland	Sept. 21	153	128	316
Oct. 12	451	334	..	Deutschland	Oct. 19	165	113	341
7 Trips	2200	1935	1369	Totals	7 Trips	2300	1590	2071

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Table XXVI.

HAMBURG-AMERICAN LINE.

Regular Service, New York—Hamburg.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
				Pretoria	Jan. 7	26	45	92	
Jan. 5	20	59	2326	Graf Waldersee	" 14	38	36	64	
" 10	68	99	1584	Bluecher	" 19	104	64	114	
" 21	45	118	2062	Pennsylvania	" 28	40	67	45	4682
" 26	116	124	1235	Moltke					
Feb. 2	30	118	2080	Patricia	Feb. 11	39	54	65	
" 11	17	86	2284	Pretoria	" 18	23	20	94	
" 17	37	122	2294	Graf Waldersee	" 25	19	46	102	
" 21	79	142	1687	Bluecher	Mar. 2	104	77	211	
Mar. 2	33	109	2640	Pennsylvania	" 11	38	88	116	
" 21	84	136	2571	Patricia	" 25	89	115	109	
" 24	..	..	949	Roland					
" 26	..	..	1083	Armenia					
" 26	44	137	2728	Pretoria	Apr. 1	30	114	102	
" 30	67	138	2609	Graf Waldersee	" 8	65	143	96	
Apr. 4	120	188	1705	Bluecher	" 12	177	98	144	
" 7	..	..	1837	Silvia					
" 11	..	..	647	Dania	" 15	..	1	20	4683
				Moltke	" 20	232	265	156	
" 14	..	38	627	Allemania	" 22	..	44	23	
" 20	..	..	631	Christiania					
" 21	69	137	2888	Pennsylvania	" 29	180	247	171	
" 24	..	..	729	Albingia					
" 28	9	96	2685	Patricia					
				Hamburg	May 3	155	118	277	
May 7	168	188	606	Bluecher	" 11	251	263	262	
				Patricia	" 13	108	225	89	
" 7	27	122	2202	Pretoria	" 20	151	248	127	

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	"	19	75	237	2431	Graf Waldersee	"	27	178	215	182
	"	25	..	..	629	Sardinia					
	"	28	86	135	1051	Hamburg	June	1	192	151	243
	"	28	..	..	1137	Armenia	"	3	..	..	35
						Thessalia	"	3	..	94	2
	June	4	146	162	1461	Bluecher	"	8	248	245	222
	"	2	41	180	2618	Pennsylvania	"	10	186	230	91
	"	11	137	164	1409	Moltke	"	15	239	253	317
	"	10	6	..	867	Rhaetia	"	17	105	..	81
	"	15	38	146	2414	Patricia	"	24	185	229	209
	"	25	68	90	763	Hamburg	"	29	196	140	288
	"	23	23	124	1567	Pretoria	July	1	190	213	95
4685	"	29	50	201	819	Graf Waldersee					
	July	2	156	208	1057	Bluecher	"	6	239	244	448
						Graf Waldersee	"	8	187	210	176
	"	7	..	..	894	Batavia	"	15	..	..	102
	"	13	75	244	1749	Pennsylvania	"	22	166	185	220
	"	20	..	..	681	Armenia					
	"	21	11	..	684	Rhaetia	"	29	40	..	144
	"	27	73	230	1540	Patricia					
	"	30	215	262	1196	Bluecher	Aug.	3	219	178	478
						Patricia	"	5	76	121	95
	Aug.	5	..	..	636	Bulgaria	"	12	..	..	92
	"	13	209	256	879	Moltke	"	17	109	92	447
	"	11	124	219	1505	Graf Waldersee	"	19	58	92	136
4686	"	17	..	..	700	Batavia	"	26	..	..	171
	"	27	172	147	838	Hamburg	"	31	48	69	362
	"	24	176	245	1229	Pennsylvania	Sept.	2	39	54	142
	"	29	194	41	681	Fuerst Bismarck					
	Sept.	3	247	258	989	Bluecher	"	7	81	81	348
						Fuerst Bismarck	"	9	24	40	186
	"	10	245	254	..	Moltke	"	14	76	56	371
	"	7	203	241	1045	Patricia	"	16	17	70	116
	"	15	188	224	446	Pretoria	"	23	19	57	224
	"	24	198	148	791	Hamburg					
	"	21	181	218	1002	Graf Waldersee	"	30	28	55	182
	Sept.	30	..	10	238	Batavia					

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Oct.	2	232	252	579	Bluecher	Oct.	5	79	73	379
					Batavia	"	7	..	1	64
"	7	240	249	476	Moltke	"	12	93	62	314
"	5	184	227	165	Pennsylvania	"	14	27	40	130
"	10	207	37	315	Fuerst Bismarck					
"	20	411	260	416	Amerika	"	26	213	82	495
"	19	161	221	568	Patricia	"	28	10	39	81
"	27	..	..	407	Scotia					
"	29	121	256	851	Bluecher	Nov.	2	80	43	343
"	27	62	220	1495	Pretoria	"	4	33	38	129
Nov.	2	94	210	848	Graf Waldersee	"	11	48	68	213
"	7	214	257	1366	Moltke	"	16	76	78	426
"	11	..	20	..	Venetia					
"	18	..	1	1484	Batavia	"	25	..	..	176
"	24	133	250	1078	Pennsylvania	Dec.	2	37	62	375
"	27	405	255	1704	Amerika	"	9	319	199	1070
Dec.	10	55	174	950	Patricia	"	16	20	47	280
"	15	38	140	1931	Pretoria	"	23	10	21	191
"	19	124	192	1664	Bluecher	"	30	55	29	438
"	29	36	115	2665	Graf Waldersee					
76 Trips		7087	10137	97577	Totals	67 Trips		6114	6634	13788

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Table XXVII.

HAMBURG-AMERICAN LINE

EXPRESS SERVICE, NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
				Deutschland	Jan. 7	420	595	550	30	15
Feb. 1	97	166	218	Deutschland	Feb. 7	499	128	112	10	6
4691 1 Trip	97	166	218	Totals	2 Trips	919	723	662	40	21

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Table XXVIII.

HAMBURG-AMERICAN LINE.

Regular Service, New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A
Jan. 6	23	..	312	Prinz Adalbert	Jan. 12	37	..	198	183
				Moltke	" 30	303	..	..	..
" 26	2	..	247	Prinz Oskar	" 31	37	..	66	60
Feb. 22	24	..	865	Prinz Adalbert	Feb. 25	47	..	88	82
Mar. 15	28	..	1066	Prinz Oskar	Mar. 21	39	..	73	57
				Prinzess V. Luise	Apr. 4	185	..	..	..
Apr. 6	19	..	1093	Prinz Adalbert	" 11	32	..	107	95
" 18	136	151	824	Moltke					
" 27	35	175	1085	Hamburg					
May 4	48	..	1110	Prinz Oskar	May 9	73	..	158	138
" 24	46	..	1110	Prinz Adalbert	" 30	77	..	286	222
June 21	39	..	1123	Prinz Oskar	June 27	105	..	363	308
July 12	33	..	1131	Prinz Adalbert	July 18	63	..	376	338
Aug. 9	41	..	714	Prinz Oskar	Aug. 15	26	..	248	217
Sept. 5	73	..	712	Prinz Adalbert	Sept. 12	30	..	233	208
				Hamburg	" 28	12	7	194	170
Oct. 4	73	..	859	Prinz Oskar	Oct. 10	45	..	323	283
				Fuerst Bismarck	" 21	73	19	377	334
" 25	42	..	537	Prinz Adalbert	" 31	47	..	341	326
Nov. 4	33	158	671	Hamburg	Nov. 14	38	16	463	434
" 22	30	..	206	Prinz Oskar	" 28	50	..	887	860
" 29	22	60	577	Fuerst Bismarck	Dec. 5	92	..	1338	1296
Dec. 14	53	..	399	Prinz Adalbert	" 19	66	..	580	561
" 21	24	111	574	Hamburg					
20 Trips	824	655	15215	Totals	21 Trips	1477	42	6699	6172

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Table XXIX.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

	N. Y. Arrival	Westbound III	Steamer
	Feb. 2	60	Pallanza
	June 23	486	Pallanza
	Oct. 11	421	Albano
4697	" 20	523	Barcelona
	Nov. 25	338	Pallanza
	Dec. 10	593	Albano
	6 Trips	2421	Totals

Table XXX.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—HALIFAX.

	Halifax Arrival	Westbound III	Steamer
4698	Mar. 25	149	Albano
	Apr. 30	904	Pallanza
	May 21	696	Dania
	June 9	456	Albano
	" 20	376	Pallanza
	5 Trips	2581	Totals

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Table XXXI.

HOLLAND-AMERICA LINE.

New York—Rotterdam.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 3	25	83	1224	Statendam	Jan. 11	27	41	93	
" 11	..	..	306	Amsterdam	" 18	..	..	25	
" 18	13	50	402	Ryndam	" 25	16	18	106	
" 26	28	60	572	Rotterdam	Feb. 1	17	34	60	4700
Feb. 7	13	71	770	Statendam	" 15	10	33	113	
" 17	..	..	525	Amsterdam	" 22	..	..	42	
" 21	26	97	575	Ryndam	Mar. 1	17	25	69	
Mar. 1	19	133	751	Rotterdam	" 8	10	27	88	
" 16	24	207	1840	Noordam	" 22	66	51	190	
" 23	18	151	1564	Statendam	" 29	57	58	174	
" 28	15	171	1112	Ryndam	Apr. 5	44	58	285	
Apr. 4	12	166	1249	Rotterdam	" 12	18	36	60	
" 11	28	212	1673	Potsdam	" 19	74	63	70	
" 18	36	212	1803	Noordam	" 26	138	167	126	
" 25	14	151	1840	Statendam	May 3	58	110	99	
May 2	39	119	1264	Ryndam	" 10	118	136	158	
" 10	32	75	433	Rotterdam	" 17	56	101	163	4701
" 17	30	149	949	Potsdam	" 24	103	162	161	
" 23	23	145	1310	Noordam	" 31	194	180	139	
" 29	22	137	1221	Statendam	June 7	187	122	146	
June 6	37	148	1199	Ryndam	" 14	233	189	184	
" 13	9	132	1150	Rotterdam	" 21	196	103	244	
" 20	44	101	924	Potsdam	" 28	228	212	238	
" 27	38	123	531	Noordam	July 5	221	182	254	
July 3	16	66	862	Statendam	" 12	145	69	201	
" 11	81	147	798	Ryndam	" 19	194	179	386	
" 25	30	143	1360	Rotterdam	Aug. 2	63	85	246	

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Aug.	1	96	203	952	Potsdam	" 9	83	98	230
"	8	110	194	710	Noordam	" 16	59	56	267
"	14	77	92	621	Statendam	" 23	27	69	349
"	22	234	216	549	Ryndam	" 30	49	68	262
"	29	186	121	613	Rotterdam	Sept. 6	20	57	306
Sept.	5	234	206	837	Potsdam	" 13	34	42	297
"	11	236	205	750	Noordam	" 20	30	64	475
"	19	189	155	467	Statendam	" 27	20	42	288
"	25	230	216	895	Ryndam	Oct. 4	41	46	337
Oct.	2	190	129	1304	Rotterdam	" 11	11	37	223
"	9	222	210	748	Potsdam	" 18	37	36	392
"	17	193	206	616	Noordam	" 25	7	35	248
"	24	76	158	416	Statendam	Nov. 1	34	36	252
"	30	104	209	345	Ryndam	" 8	49	40	303
Nov.	8	18	175	384	Rotterdam	" 15	20	17	352
"	14	83	113	437	Potsdam	" 22	22	51	311
"	22	55	112	425	Noordam	" 29	37	33	316
"	29	24	136	828	Statendam	Dec. 6	21	54	417
Dec.	14	20	160	1012	Rotterdam	" 20	26	33	266
"	26	18	192	1028	Noordam				
47 Trips		3267	6657	42144	Totals	46 Trips	3117	3355	10011

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Table XXXII.

INSULAR NAVIGATION COMPANY.

NEW YORK, NEW BEDFORD, MASS.—AZORES, LISBON.

New York New Bedford Arrival	Westbound I	III	Steamer	New York New Bedford Departure	Eastbound I	III
Mar. 19	15	539	§Peninsular	Mar. 29	5	63
May 8	28	629	§Peninsular	May 18	22	64
July 1	43	619	§Peninsular	July 14	10	117
Aug. 31	35	553	*Peninsular	Sept. 9	..	200
Oct. 28	20	324	*Peninsular	Nov. 6	..	111
Dec. 16	1	107	*Peninsular	Dec. 28	6	26
6 Trips	142	2771	Totals	6 Trips	43	581

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§ Arrived at and sailed from New Bedford, Mass.
* Arrived at and sailed from New York.

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Table XXXIII.

LA VELOCE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
Jan. 19	19	312	Nord America	Jan. 26	24	275	248	16	11
Feb. 2	..	637	Città di Napoli	Feb. 8	..	216	184	18	14
" 28	15	1204	Città di Torino	Mar. 4	6	141	117	17	7
Mar. 10	35	1121	Nord America	" 15	9	201	170	20	11
" 16	..	1345	Città di Milano						
709 " 27	..	1438	Città di Napoli	" 30	1	194	160	25	9
" 30	..	1074	Città di Reggio						
Apr. 11	..	1485	Città di Torino						
" 15	..	1410	Città di Genova						
" 16	38	919	Washington	Apr. 20	11	94	84	7	3
" 23	86	1284	Nord America	May 3	67	254	220	22	12
" 30	..	1489	Città di Milano						
May 7	..	1445	Città di Napoli	" 10	..	121	95	19	7
" 18	..	1079	Città di Reggio						
" 29	..	1475	Città di Torino	" 31	25	189	166	16	7
June 5	84	1216	Nord America	June 8	61	171	145	18	8
" 6	..	1394	Città di Genova						
" 18	..	1535	Città di Milano	" 21	43	175	150	18	7
" 29	..	1464	Città di Napoli	July 5	..	244	222	14	8
710 July 13	49	912	Città di Torino	" 17	32	257	226	19	12
" 29	82	880	Nord America	Aug. 3	16	442	354	58	30
Aug. 18	..	929	Città di Napoli	" 23	1	193	178	5	10
Sept. 7	94	1002	Nord America	Sept. 13	39	348	317	21	10
" 24	46	725	Città di Torino	" 27	8	226	211	9	6
Oct. 6	..	1271	Città di Napoli	Oct. 11	..	170	163	4	3
" 27	96	1229	Nord America	" 30	11	282	266	12	4
Nov. 12	35	645	Città di Torino	Nov. 15	..	382	360	10	12
" 24	..	838	Città di Napoli	" 28	..	388	363	17	8
Dec. 7	89	719	Nord America	Dec. 9	33	356	341	11	4
29 Trips	768	32476	Totals	22 Trips	387	5319	4740	376	203

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Table XXXIV.

LEYLAND LINE.

BOSTON—LIVERPOOL.

Boston Westbound Arrival	I	Steamer	Boston Eastbound Departure	I
		Winifredian	Jan. 5	28
Jan. 3	2	Bohemian	" 11	9
" 11	31	Canadian	" 19	15
" 26	13	Devonian	Feb. 2	5
" 31	32	Winifredian	" 8	10
Feb. 8	9	Bohemian	" 16	6
" 17	21	Canadian	" 23	13
Mar. 3	19	Devonian	Mar. 10	13
" 8	51	Winifredian	" 15	22
" 19	11	Bohemian	" 23	21
" 24	48	Canadian	" 29	94
Apr. 4	8	Devonian	Apr. 12	10
" 17	16	Bohemian	" 22	11
" 25	3	Cestrian	May 3	14
May 2	21	Winifredian	" 10	7
" 9	20	Devonian	" 17	35
" 18	3	Canadian	" 24	14
" 26	12	Bohemian	June 1	23
" 30	7	Cestrian	" 7	24
June 6	6	Winifredian	" 14	85
" 12	23	Devonian	" 21	111
" 20	8	Canadian	" 28	89
July 2	26	Bohemian	July 8	79
" 11	19	Cestrian	" 19	19
" 17	17	Devonian	" 27	36
" 25	31	Canadian	Aug. 3	27
Aug. 12	20	Cestrian	" 16	2
" 15	47	Winifredian	" 23	11

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	" 22	97	Devonian	" 30	8
	" 29	66	Canadian	Sept. 6	9
	Sept. 5	94	Bohemian	" 13	2
	" 12	66	Cestrian	" 20	6
	" 18	112	Winifredian	" 27	5
	" 25	109	Devonian	Oct. 4	34
	Oct. 3	56	Canadian	" 11	8
	" 9	40	Bohemian	" 18	6
	" 17	18	Cestrian		
	" 24	34	Winifredian	Nov. 1	14
	" 30	17	Devonian	" 8	10
	Nov. 9	1	Canadian	" 15	6
4715	" 14	12	Bohemian	" 24	5
	" 26	10	Winifredian	Dec. 2	3
	Dec. 6	13	Devonian	" 13	4
	" 15	2	Canadian		
	" 23	5	Bohemian	" 29	6
	" 26	15	Winifredian		
	45 Trips	1291	Totals	43 Trips	959

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Table XXXV.

LEYLAND LINE.

NEW ORLEANS-LIVERPOOL, LONDON, MANCHESTER, ANTWERP, HAVRE.

N. O. Arrival	Westbound I	Steamer	N. O. Departure	Eastbound I	
Jan. 1	1	*Antillian*	Jan 8	4	
" 1	6	†Californian†	" 15	2	
		Nicaraguan*	" 25	3	4718
		Asian*	" 26	2	
" 28	1	†Colonian			
Feb. 2	2	**Alexandrian			
" 5	5	*Texan			
		Wm. Cliff*	Feb. 21	2	
		Atlantian*	" 28	4	
		Mexican†	Mar. 2	1	
		Yucatan§	" 10	2	
		Floridian*	" 23	1	
Mar. 1	11	†Californian‡	" 26	3	
		Barbadian*	" 28	1	
" 27	6	*Nicaraguan*	Apr. 6	3	
Apr. 4	4	**Alexandrian*	" 16	2	
		Colonian†	" 23	37	4719
" 14	11	*Atlantian*	" 24	7	
		Asian*	May 7	32	
		Darian§	" 18	4	
May 9	16	*Mexican*	" 18	9	
		Californian†	" 26	29	
		Floridian*	June 9	23	
		Alexandrian‡	" 12	6	
		Colonian†	" 22	50	
		Atlantian*	" 25	31	
		Cuban†	July 2	2	

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June	29	1	*Antillian*	" 7	13
			Nicaraguan*	" 13	5
July	15	3	†Californian†	" 27	27
			Louisianian*	Aug. 6	20
Aug.	2	4	*Alexandrian‡	" 15	4
"	16	4	†Colonian†	" 31	2
			Darien§	Sept. 7	3
Sept.	7	3	*Cuban		
"	29	1	*Nicaraguan*	Oct. 6	2
Oct.	5	23	*Barbadian		
			Californian‡	" 20	1
	" 19	23	†Colonian†	" 29	2
4721	" 27	4	*Belgian		
Nov.	16	3	*Texan*	Nov. 19	4
"	20	2	*Floridian*	" 23	2
Dec.	6	3	†Californian		
"	9	2	*Darien*	Dec. 16	1
			Colonian*	" 24	1
23	Trips	139	Totals	38 Trips	347

* Liverpool. † London. ‡ Havre. § Manchester.
** Antwerp.

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Table XXXVI.

LLOYD ITALIANO.

NEW YORK-MEDITERRANEAN.

N. Y. Arrival	Westbound III	Steamer	N. Y. Departure	Easbound III	A	C	I
Dec. 4	568	Florida	Dec. 9	613	598	II	4
1 Trip	568	Totals	1 Trip	613	598	11	4

Table XXXVII.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK-MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
Jan. 2	..	18	262	Vincenzo Florio	Jan. 7	10	..	184	170	12	2
" 12	2	16	497	Lombardia	" 18	13	13	208	186	16	6
" 28	5	16	353	Liguria	Feb. 1	8	13	153	129	17	7
Feb. 10	2	40	1005	Sicilia	" 15	4	17	205	199	2	4
Mar. 3	5	85	1051	Lombardia	Mar. 8	7	26	183	161	16	6
" 15	22	..	840	Vincenzo Florio							
" 16	4	30	1191	Liguria	" 22	9	11	152	134	13	5
" 27	..	..	1295	Il Piemonte							
" 28	9	50	1081	Sardegna							
" 30	4	42	1131	Sicilia	Apr. 1	12	14	223	181	30	12
Apr. 20	22	58	1044	Lombardia	" 5	14	9	292	241	30	21
" 24	15	..	826	Marco Minghetti	" 26	29	34	214	183	22	9
" 29	14	34	1229	Liguria							
May 4	9	35	1072	Sardegna	May 4	13	13	130	113	14	3
" 8	..	..	1854	Italia	" 10	29	23	163	139	15	9
" 15	..	..	1322	Il Piemonte							
" 17	30	54	1129	Sicilia	" 24	53	54	322	275	27	20

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June 1	28	44	1046	Lombardia	June 7	46	52	230	191	26	13
" 6	15	..	847	Marco Minghetti							
" 8	18	43	1171	Liguria	" 14	52	..	181	165	11	5
" 22	19	60	1106	Sardegna	" 28	96	..	391	330	36	25
" 23	..	..	1842	Italia	July 1	..	..	145	132	9	4
July 3	..	..	1265	Il Piemonte							
" 5	18	59	1170	Sicilia	" 12	41	50	440	383	36	21
" 26	17	53	1121	Lombardia	Aug. 2	28	25	472	372	70	30
Aug. 9	14	38	830	Liguria	" 16	22	29	305	263	27	15
" 24	60	53	712	Sicilia	" 30	14	29	282	239	26	17
Sept. 3	..	..	832	Italia	Sept. 16	..	..	257	238	12	7
" 14	49	53	966	Lombardia	" 20	9	27	165	148	11	6
" 29	28	33	1175	Liguria	Oct. 4	18	31	344	308	23	13
Oct. 11	41	61	1068	Sicilia	" 18	11	21	315	272	24	19
Nov. 2	36	48	991	Lombardia	Nov. 8	18	17	568	547	16	5
" 13	..	..	1200	Italia	" 25	..	..	834	815	14	5
" 30	22	63	1093	Sicilia	Dec. 6	5	34	883	862	11	10
34 Trips	508	1086	35617	Totals	27 Trips	561	542	8241	7376	566	299

Table XXXVIII.

NAVIGAZIONE GENERALE ITALIANA.

NEW ORLEANS-MEDITERRANEAN.

N. O. Arrival	Westbound III	Steamer	N. O. Departure	Eastbound I	III	A	C	I
May 4	766	Vincenzo Florio	May 15	14	195	166	23	6
1 Trip	766	Totals	1 Trip	14	195	166	23	6

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Table XXXIX.

NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK-BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. O. Departure	Eastbound I	II	III
				K. Wm. der Grosse	Jan. 3	201	116	241
Jan. 10	249	210	694	Kronprinz Wilhelm	" 17	300	128	202
Feb. 1	263	253	750	K. Wm. der Grosse	Feb. 7	299	154	322
" 15	188	240	668	Kronprinz Wilhelm	" 21	298	108	329
Mar. 1	218	338	752	K. Wm. der Grosse	Mar. 7	227	122	468
" 16	230	276	693	Kronprinz Wilhelm	" 21	338	158	392
" 29	267	370	778	K. Wm. der Grosse	Apr. 4	334	249	663
Apr. 11	323	351	779	Kaiser Wilhelm II	" 18	465	290	305
" 25	208	186	689	Kronprinz Wilhelm	May 2	366	164	397
May 2	205	142	416	K. Wm. der Grosse	" 9	329	236	465
" 9	289	304	807	Kaiser Wilhelm II	" 16	541	324	490
" 23	222	315	691	Kronprinz Wilhelm	" 30	404	329	623
" 30	188	333	629	K. Wm. der Grosse	June 6	443	248	516
June 6	286	305	799	Kaiser Wilhelm II	" 13	539	257	465
" 20	269	230	719	Kronprinz Wilhelm	" 27	402	309	468
" 28	248	314	634	K. Wm. der Grosse	July 4	422	281	721
July 4	418	363	778	Kaiser Wilhelm II	" 11	478	287	499
" 25	363	368	730	Kronprinz Wilhelm	Aug. 1	353	214	708
Aug. 3	396	302	621	K. Wm. der Grosse	" 8	160	195	463
" 8	447	366	765	Kaiser Wilhelm II	" 15	228	197	453
" 22	378	357	704	Kronprinz Wilhelm	" 29	138	111	423
" 29	426	354	600	K. Wm. der Grosse	Sept. 5	117	132	668
Sept. 5	633	352	775	Kaiser Wilhelm II	" 12	257	168	500
" 19	437	378	247	Kronprinz Wilhelm	" 26	210	131	534
" 26	434	360	585	K. Wm. der Grosse	Oct. 3	124	112	597
Oct. 3	601	364	779	Kaiser Wilhelm II	" 10	236	123	530
" 17	345	331	684	Kronprinz Wilhelm	" 24	142	120	457
" 24	305	366	610	K. Wm. der Grosse	" 31	127	65	413
Nov. 2	483	343	760	Kaiser Wilhelm II	Nov. 7	275	128	591
" 14	347	350	681	Kronprinz Wilhelm	" 21	200	95	556
" 21	186	280	744	K. Wm. der Grosse	" 28	160	122	653
Dec. 6	387	349	775	Kaiser Wilhelm II	Dec. 12	286	230	794
" 20	288	343	729	K. Wm. der Grosse				
32 Trips	10527	10093	22065	Totals	32 Trips	9399	5003	15006

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Table XL.

NORTH GERMAN LLOYD.

Regular Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 5	..	47	717	Cassel	Jan. 10	..	41	80
" 13	..	68	1429	Breslau				
" 22	..	80	1265	Chemnitz	" 24	..	31	70
" 29	..	91	1181	Brandenburg	" 31	..	38	84
Feb. 4	..	35	1406	Hannover				
" 10	..	95	1869	Main	Feb. 14	..	37	112
" 16	11	101	1353	Barbarossa	" 23	27	18	107
" 24	..	65	1429	Breslau	" 28	..	26	96
Mar. 1	18	160	1973	Grosser Kurfuerst	Mar. 9	57	74	162
" 12	..	59	1607	Brandenburg	" 14	..	60	211
" 11	..	52	1701	Gera	" 16	..	23	58
" 20	..	200	2627	Main	" 23	..	70	166
" 23	..	..	1471	Oldenburg	" 25	..	4	8
" 24	28	189	1950	Barbarossa	" 28	172	110	286
" 29	..	95	2076	Gneisenau	Apr. 6	..	34	345
Apr. 4	46	192	2009	Grosser Kurfuerst	" 11	111	189	242
" 10	..	..	565	Chemnitz				
" 13	..	192	2495	Rhein	" 18	..	229	64
" 21	..	119	1952	Main				
				Brandenburg	" 27	..	80	119
" 26	33	193	1955	Barbarossa	May 4	192	280	270
May 4	14	100	1301	Gneisenau	" 11	51	124	122
" 9	88	281	1440	Grosser Kurfuerst	" 18	306	329	453
" 20	41	221	1863	Prinzess Alice	" 23	183	159	357
" 23	40	245	1725	Bremen	June 1	290	290	209
				Neckar	" 3	..	216	85
June 1	19	246	1956	Barbarossa	" 8	215	241	127
" 7	25	207	1956	Friedrich der Grosse	" 15	220	266	162

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"	13	56	263	1473	Grosser Kurfuerst	"	20	292	329	418
"	20	37	140	740	Prinzess Alice	"	29	199	158	113
"	27	39	155	635	Bremen	July	6	297	286	183
July	5	52	206	773	Barbarossa	"	13	154	155	152
"	11	68	230	812	Friedrich der Grosse	"	18	191	197	313
"	18	111	304	773	Grosser Kurfuerst	"	25	248	190	204
"	27	..	224	603	Main	Aug.	3	..	121	57
Aug.	1	134	356	1098	Bremen	"	10	81	119	82
"	10	131	277	460	Barbarossa	"	17	48	68	52
"	15	169	296	409	Friedrich der Grosse	"	22	62	116	174
"	21	234	428	491	Grosser Kurfuerst	"	31	60	98	46
"	31	..	345	404	Main	Sept.	7	..	61	44
Sept.	5	281	381	599	Bremen	"	14	39	73	54
"	11	..	341	140	Neckar					
"	14	..	462	283	Rhein	"	19	..	75	123
"	19	219	331	203	Friedrich der Grosse	"	28	93	51	74
"	26	289	437	1174	Grosser Kurfuerst	Oct.	5	55	57	51
Oct.	5	..	423	656	Main	"	12	..	40	46
"	11	..	400	..	Oldenburg	"	17	..	37	107
"	12	..	7	539	Brandenburg					
"	18	..	453	519	Rhein	"	26	..	24	32
"	25	197	321	500	Friedrich der Grosse	Nov.	2	45	24	54
Nov.	1	..	344	810	Neckar					
"	11	..	233	1239	Main	"	16	..	32	80
"	14	94	278	750	Bremen	"	23	16	40	74
"	23	..	178	913	Rhein	"	30	..	20	133
"	30	69	213	1631	Friedrich der Grosse	Dec.	5	32	60	401
Dec.	10	..	86	648	Chemnitz					
"	16	..	142	1984	Main	"	20	..	34	129
"	19	18	156	824	Bremen	"	28	27	27	160
"	29	..	99	1013	Rhein					
57 Trips		2561	11842	66367	Totals	50 Trips		3763	5461	7411

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Table XLI.

NORTH GERMAN LLOYD.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	A	C	I
				Prinzess Irene	Jan. 14	161	34	257	231	18	8
Jan 19	42	64	615	Koenig Albert	" 21	104	18	244	230	8	6
" 28	34	72	506	Koenigin Luise	" 30	82	8	203	184	13	6
Feb. 5	..	34	307	Neckar	Feb. 11	56	..	198	170	18	10
" 16	47	125	1342	Prinzess Irene	" 18	188	16	234	214	15	5
				Wiemar	" 25	..	3	49	44	3	2
Mar. 1	52	111	1586	Koenig Albert	Mar. 4	161	19	211	186	18	7
" 9	36	139	1638	Koenigin Luise	" 11	150	10	128	114	10	4
" 15	..	75	2150	Neckar	" 18	36	..	102	92	8	2
" 23	94	212	1676	Prinzess Irene	" 25	198	27	232	194	26	12
" 31	..	55	1561	Weimar	Apr. 1	..	10	70	50	13	7
Apr. 5	89	150	1584	Koenig Albert	" 8	178	39	186	159	20	7
" 13	50	250	1695	Koenigin Luise	" 15	172	51	173	142	21	10
" 21	..	110	2602	Neckar	" 22	56	..	71	68	2	1
" 28	151	144	1677	Prinzess Irene	" 29	217	72	165	146	10	9
May 7	..	54	1571	Wiemar	May 8	..	2	43	39	3	1
" 10	125	125	1578	Koenig Albert	" 13	190	61	171	143	24	7
" 18	70	254	1703	Koenigin Luise	" 20	173	77	205	168	28	9
" 25	..	93	2641	Neckar							
June 1	109	142	1699	Prinzess Irene	June 3	207	92	392	332	42	18
" 11	..	74	1591	Weimar							
" 15	72	168	1622	Koenig Albert	" 17	208	94	335	274	42	19
" 23	61	206	1693	Koenigin Luise	" 25	184	129	431	340	58	33
July 5	78	165	1624	Prinzess Irene	July 8	174	106	508	425	62	21
" 19	43	102	828	Koenig Albert	" 22	81	90	638	529	77	32
Aug. 1	54	176	762	Koenigen Luise	Aug. 5	45	50	282	260	17	5
" 14	87	169	886	Prinzess Irene	" 19	50	72	377	332	31	14
" 28	177	108	647	Koenig Albert	Sept. 2	71	59	551	458	71	22
Sept. 8	173	177	711	Koenigin Luise	" 11	62	70	266	220	29	17
" 20	213	140	1077	Prinzess Irene	" 23	122	97	493	369	21	13

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Oct.	4	212	116	1598	Koenig Albert	Oct.	7	90	50	408	377	25	6
"	12	185	215	1022	Koenigin Luise	"	14	88	52	407	375	21	11
"	26	192	139	1447	Prinzess Irene	"	28	126	60	639	591	34	14
					Neckar	Nov.	4	6	..	321	293	17	11
Nov.	8	130	113	966	Koenig Albert	"	11	81	20	551	525	16	10
"	17	87	248	623	Koenigin Luise	"	19	94	31	764	740	18	6
Dec.	2	106	164	854	Prinzess Irene	Dec.	4	135	55	1687	1642	24	21
"	5	..	63	..	Neckar								
"	21	117	155	1031	Koenig Albert								
36	Trips	2886	4907	46613	Totals	35	Trips	3946	1524	11905	10656	863	386

Table XLII.

NORTH GERMAN LLOYD.

BALTIMORE—BREMEN.

Balt. Arrival		Westbound II	III	Steamer	Balt. Departure		Eastbound II	III
				Main	Jan.	8	9	17
Jan.	5	5	766	Koeln				
				Breslau	"	21	6	15
"	20	..	1153	Darmstadt	"	26	..	10
"	27	14	1181	Gera	Feb.	2	..	12
Feb.	1	31	1213	Oldenburg	"	9	17	30
"	9	12	1372	Weimar				
"	17	32	1768	Cassel	"	22	8	5
"	24	6	1427	Karlsruhe	Mar.	1	..	30
"	26	1	1325	Stuttgart	"	4	1	13
Mar.	2	39	1766	Chemnitz	"	8	6	17
"	6	..	1532	Darmstadt				
"	11	47	1674	Koeln	"	15	2	32
"	14	..	540	Borkum				
"	22	4	1456	Wittekind	"	24	5	19
"	26	40	1780	Cassel	"	30	14	53
"	29	10	1642	Hannover	Apr.	2	7	19
Apr.	2	3	1643	Breslau	"	8	23	31

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	"	7	..	1605	Darmstadt			
	"	6	65	1441	Stuttgart	" 12	16	19
	"	12	29	1235	Chemnitz	" 19	34	15
	"	15	5	1717	Gera	" 22	32	7
	"	19	9	1682	Brandenburg			
	"	24	50	806	Main	May 3	99	78
	"	25	13	1737	Koeln			
	May	5	54	1620	Hannover	" 17	61	108
	"	18	70	1637	Breslau	" 24	75	63
	"	25	..	643	Frankfurt			
	"	25	50	1739	Cassel	" 31	86	56
	June	1	63	1736	Brandenburg	June 7	62	54
4745	"	7	117	2887	Main	" 14	239	58
	"	15	64	1838	Chemnitz	" 21	85	71
	"	21	52	1565	Hannover	" 28	55	59
	"	28	28	845	Breslau	July 5	82	70
	July	5	50	1072	Cassel	" 12	74	24
	"	12	54	945	Brandenburg	" 19	77	49
	"	19	15	835	Frankfurt			
	"	26	81	760	Chemnitz	Aug. 2	85	48
	Aug.	9	75	779	Breslau	" 16	48	62
	"	17	18	515	Koeln			
	"	23	71	652	Cassel	" 30	20	60
	"	30	89	655	Brandenburg	Sept. 6	21	29
	Sept.	6	87	802	Chemnitz	" 13	14	28
4746	"	13	80	662	Neckar	" 20	25	49
	"	20	103	134	Breslau	" 27	34	40
	"	27	130	938	Darmstadt	Oct. 4	18	38
	Oct.	2	107	896	Cassel	" 11	16	52
	"	14	91	715	Brandenburg	" 18	17	37
	"	19	39	500	Koeln			
	"	25	111	590	Chemnitz	Nov. 1	11	45
	"	31	121	611	Breslau	" 8	10	37
	Nov.	15	86	605	Cassel	" 22	12	85
	"	23	33	607	Brandenburg	" 28	9	38
					Neckar	Dec. 13	15	65
	Dec.	13	47	834	Chemnitz	" 16	1	15
	"	21	51	741	Breslau			
	"	27	29	856	Cassel			
	54 Trips		2481	62675	Totals	44 Trips	1531	1762

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Table XLIII.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	Westbound III	Steamer	Galv. Departure	Eastbound II	Eastbound III	
Jan. 14	11	64	Koeln	Jan. 21	9	6	
Feb. 15	17	83	Hannover	Feb. 20	16	18	
Mar. 23	10	219	Borkum	Mar. 30	22	16	
May 1	32	556	Wittekind	May 6	98	77	4748
			Koeln	" 12	23	23	
June 1	35	458	Frankfurt	June 6	54	58	
" 26	35	379	Koeln	July 6	47	34	
July 28	51	178	Frankfurt	Aug. 7	21	27	
Aug. 25	52	278	Koeln	Sept. 4	18	14	
Sept. 11	64	258	Hannover	" 21	12	16	
Oct. 6	71	354	Frankfurt	Oct. 16	4	34	
" 28	46	324	Koeln	Nov. 6	5	23	
Nov. 17	36	262	Hannover	" 27	6	26	
Dec. 9	51	184	Frankfurt	Dec. 18	7	9	
" 29	22	183	Breslau				
14 Trips	533	3780	Totals	14 Trips	342	381	4749

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Table XLIV.

PRINCE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
			Sicilian Prince	Jan. 7	..	163	156	5	2
Jan. 26	7	580	Napolitan Prince	Feb. 2	..	26	22	2	2
Feb. 19	10	542	Sicilian Prince	" 23	..	37	34	1	2
Mar. 11	7	1091	Napolitan Prince	Mar. 16	..	19	18	..	1
51 Apr. 2	5	1049	Sicilian Prince	Apr. 8	..	96	74	15	7
" 22	5	1087	Napolitan Prince	May 2	..	113	98	11	4
May 13	4	1072	Sicilian Prince	" 20	..	104	87	15	2
June 8	6	1117	Napolitan Prince	June 15	..	226	194	15	17
" 27	6	1029	Sicilian Prince	July 4	..	161	139	15	7
July 23	8	943	Napolitan Prince	" 29	..	214	175	33	6
Aug. 12	5	917	Sicilian Prince	Aug. 19	1	374	340	24	10
Sept. 2	6	1029	Napolitan Prince	Sept. 9	..	242	209	17	16
" 22	4	900	Sicilian Prince	Oct. 3	1	397	343	41	13
Oct. 15	6	1022	Napolitan Prince	" 21	..	347	327	17	3
Nov. 7	2	829	Sicilian Prince	Nov. 14	..	493	470	17	6
" 27	3	769	Napolitan Prince	Dec. 2	1	1057	1029	18	10
Dec. 21	7	773	Sicilian Prince	" 30	..	493	477	11	5
52									
16 Trips	91	14749	Totals	17 Trips	3	4562	4192	257	113

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Table XLV.

RED STAR LINE.

New York—Antwerp.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 9	22	90	1306	Zeeland	Jan. 14	52	43	112	
" 18	33	57	932	Finland	" 21	15	26	135	
" 25	10	62	944	Vaderland	" 30	7	18	60	
" 31	21	73	1166	Kroonland	Feb. 4	32	31	162	4754
Feb. 6	12	33	1065	Zeeland	" 11	16	26	104	
" 15	15	90	1248	Finland	" 18	27	40	125	
" 24	7	88	1349	Vaderland	" 26	12	28	50	
" 28	17	105	1248	Kroonland	Mar. 4	15	44	228	
Mar. 7	28	66	1369	Zeeland	" 11	34	66	151	
" 15	23	150	1368	Finland	" 18	27	59	309	
" 22	19	109	1387	Vaderland	" 25	80	145	221	
" 28	38	212	1376	Kroonland	Apr. 1	30	83	300	
Apr. 4	29	192	1411	Zeeland	" 8	11	79	267	
" 11	..	..	712	Rhynland					
" 11	21	118	1419	Finland	" 15	46	78	178	
" 18	19	121	1409	Vaderland	" 22	58	116	118	
" 24	43	131	1309	Kroonland	" 29	179	203	258	4755
" 26	..	..	499	Nederland					
May 2	31	89	696	Zeeland	May 6	65	119	255	
" 9	52	119	912	Finland	" 13	89	149	247	
" 16	21	174	1415	Vaderland	" 20	111	191	400	
" 22	20	157	1376	Kroonland	" 27	194	194	276	
" 30	37	220	1454	Zeeland	June 3	181	193	367	
June 6	53	149	1441	Finland	" 10	235	161	239	
" 13	31	99	1428	Vaderland	" 17	227	185	365	
" 20	37	89	1056	Kroonland	" 24	248	200	341	
" 27	39	116	889	Zeeland	July 1	237	189	314	

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	July 3	42	144	992	Finland	" 8	223	183	357
	" 10	30	108	996	Vaderland	" 15	122	120	368
	" 18	69	192	978	Kroonland	" 22	211	165	475
	" 25	89	200	938	Zeeland	" 29	179	131	432
	Aug. 1	74	197	897	Finland	Aug. 5	129	110	354
	" 8	111	219	849	Vaderland	" 12	50	87	398
	" 14	156	194	1004	Kroonland	" 19	48	72	387
	" 21	191	219	912	Zeeland	" 26	45	72	312
	" 28	246	200	917	Finland	Sept. 2	32	71	242
	Sept. 5	217	214	1374	Vaderland	" 9	43	91	245
	" 12	262	195	1123	Kroonland	" 16	36	89	254
	" 18	216	213	1365	Zeeland	" 23	56	57	223
4757	" 25	232	207	1443	Finland	" 30	31	48	155
	Oct. 2	196	228	1413	Vaderland	Oct. 7	27	62	149
	" 10	230	195	1457	Kroonland	" 14	54	61	196
	" 16	185	208	1385	Zeeland	" 21	23	57	246
	" 24	122	219	1182	Finland	" 28	10	43	154
	" 30	64	238	719	Vaderland	Nov. 4	15	57	210
	Nov. 7	58	239	797	Kroonland	" 11	53	47	191
	" 13	115	163	848	Zeeland	" 18	46	33	227
	" 22	71	106	893	Finland	" 25	11	66	265
	" 29	..	91	834	Southwark	Dec. 3	..	25	249
	Dec. 8	56	134	960	Kroonland	" 11	30	43	209
	" 13	53	100	1050	Vaderland	" 16	16	69	337
	" 18	37	122	1107	Finland	" 23	23	27	305
4758	" 26	16	106	818	Zeeland	" 30	19	39	184
	53 Trips	3816	7560	59435	Totals	51 Trips	3760	4591	12706

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Table XLVI.

RED STAR LINE.

PHILADELPHIA—ANTWERP—BOSTON.

Boston Arrival	Westbound II	Steamer	Phila. Departure	Eastbound II
Sept. 8	122	Manitou		
" 19	131	Menominee		
Oct. 3	129	Marquette	Oct. 13	6
" 17	95	Manitou	" 27	6
Nov. 1	37	Menominee	Nov. 10	6
" 14	17	Marquette	" 24	1
Dec. 15	7	Menominee	Dec. 22	1
" 27	5	Marquette		
8 Trips	543	Totals	5 Trips	20

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Table XLVII.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				Oscar II	Jan. 4	..	27	55
Jan. 30	..	2	172	Hekla	Feb. 4	..	9	26
Feb. 7	18	58	466	Hellig Olav	" 15	17	26	92
4763 " 22	4	47	373	United States	Mar. 1	3	31	49
Mar. 6	9	66	931	Oscar II	" 15	5	13	71
" 21	11	64	679	Hellig Olav	" 29	20	24	152
Apr. 6	10	87	963	United States	Apr. 12	12	47	149
" 17	15	74	557	Oscar II	" 26	29	106	159
May 1	17	122	664	Hellig Olav	May 10	40	76	321
" 16	80	106	810	United States	" 24	78	101	470
" 29	17	59	541	Oscar II	June 7	102	106	466
June 12	16	78	594	Hellig Olav	" 21	111	100	342
" 25	24	57	471	United States	July 5	102	98	342
July 9	6	31	320	Oscar II	" 19	81	89	202
" 24	37	58	422	Hellig Olav	Aug. 2	40	62	162
Aug. 6	47	86	487	United States	" 16	27	57	175
4764 " 20	50	118	486	Oscar II	" 30	13	48	104
Sept. 4	110	111	889	Hellig Olav	Sept. 13	14	40	175
" 18	120	101	1112	United States	" 27	23	44	148
Oct. 1	106	107	632	Oscar II	Oct. 11	8	25	140
" 16	96	116	736	Hellig Olav	" 25	9	37	155
" 29	80	111	467	United States	Nov. 8	13	32	308
Nov. 13	16	79	316	Oscar II	" 22	5	51	240
Dec. 5	19	82	293	Hellig Olav	Dec. 8	28	110	794
" 13	7	59	205	United States	" 21	5	9	100
" 26	8	22	97	Oscar II				
25 Trips	923	1901	13683	Totals	25 Trips	785	1368	5397

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Table XLVIII.

WHITE STAR LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 1	167	98	862	Cedric	Jan. 6	185	107	336	
" 5	63	51	507	Teutonic	" 11	91	85	265	
" 12	57	58	349	Majestic	" 18	102	58	233	
" 20	112	70	463	Arabic*					
" 27	229	154	877	Baltic	Feb. 1	318	119	200	
Feb. 2	55	90	381	Teutonic	" 8	60	50	155	4766
" 8	163	163	646	Oceanic	" 15	194	58	148	
" 16	62	79	256	Majestic	" 22	78	52	113	
" 24	280	220	1214	Baltic	Mar. 1	285	90	146	
Mar. 2	44	103	603	Teutonic	" 8	55	44	119	
" 9	171	187	1137	Oceanic	" 15	179	47	154	
" 20	98	130	1433	Cedric	" 23	179	77	156	
" 24	246	253	1975	Baltic	" 29	379	152	231	
" 30	34	109	962	Teutonic	Apr. 5	52	72	150	
" 24	177	103	1986	Celtic	" 7	127	52	110	
Apr. 5	142	153	1181	Oceanic	" 12	177	108	209	
" 13	90	119	615	Majestic	" 19	138	95	184	
" 16	217	109	1658	Cedric	" 21	218	73	131	
" 21	378	229	1434	Baltic	" 26	371	174	365	4767
" 27	113	117	882	Teutonic	May 3	84	93	218	
May 1	280	122	648	Celtic	" 5	189	160	238	
" 3	180	202	866	Oceanic	" 10	253	198	321	
" 11	33	101	631	Majestic	" 17	165	104	282	
" 14	179	117	909	Cedric	" 19	313	141	223	
" 19	389	215	996	Baltic	" 24	382	247	910	
" 25	66	85	682	Teutonic	" 31	153	159	220	
" 28	189	133	587	Celtic	June 2	305	233	541	
" 31	179	144	702	Oceanic	" 7	380	249	843	
June 8	56	72	566	Majestic	" 14	224	202	242	
" 10	182	99	390	Cedric	" 16	314	220	297	
" 16	300	210	485	Baltic	" 21	404	246	683	

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	"	22	51	91	409	Teutonic	"	28	277	176	285
	"	25	186	135	313	Celtic	"	30	313	227	358
	"	28	249	194	422	Oceanic	July	5	370	283	682
	July	6	116	116	363	Majestic	"	12	152	261	264
	"	13	270	182	421	Cedric	"	19	314	209	425
	"	20	402	248	606	Baltic	"	26	386	247	480
	"	27	124	140	410	Teutonic	Aug.	2	134	147	232
	"	29	256	175	336	Celtic	"	4	225	168	190
	Aug.	3	277	224	320	Oceanic	"	9	143	122	219
	"	12	319	200	515	Cedric	"	18	145	125	223
	"	18	329	283	685	Baltic	"	23	155	179	264
	"	23	186	212	394	Teutonic	"	30	41	76	145
4769	"	27	291	244	595	Celtic	Sept.	1	129	59	109
	"	30	384	252	706	Oceanic	"	6	110	76	220
	Sept.	6	272	220	393	Majestic	"	13	37	59	150
	"	9	336	316	698	Cedric	"	15	88	61	160
	"	14	429	347	1264	Baltic	"	20	162	136	247
	"	23	271	166	470	Teutonic	"	27	34	49	141
	"	23	306	257	849	Celtic	"	29	77	64	121
	"	27	386	259	972	Oceanic	Oct.	4	116	91	203
	Oct.	4	279	216	550	Majestic	"	11	59	86	134
	"	7	315	299	835	Cedric	"	13	93	78	126
	"	12	387	368	1117	Baltic	"	18	218	125	322
	"	19	100	207	443	Teutonic	"	25	58	61	134
	"	22	216	275	493	Celtic	"	27	74	78	168
4770	"	25	196	190	596	Oceanic	Nov.	1	120	95	190
	Nov.	3	205	274	539	Cedric	"	8	165	108	205
	"	10	378	240	680	Baltic	"	15	272	105	375
	"	15	117	112	312	Majestic	"	22	58	52	183
	"	22	216	152	402	Oceanic	"	29	134	118	516
	Dec.	1	168	151	307	Cedric	Dec.	6	160	145	952
	"	8	188	134	485	Baltic	"	13	171	259	917
	"	14	92	92	365	Majestic	"	27	168	74	174
	"	20	215	122	421	Oceanic	"	20	57	89	166
	"	30	84	55	213	Celtic					
	66 Trips		13527	11243	45782	Totals	64 Trips		11569	8053	18103

* Arabic sailed Eastbound Feb. 2 with 632 first cabin—Clark's Mediterranean and Orient Cruise. Accounted for in Table II.

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Table XLIX.

WHITE STAR LINE.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Az.	Steamer	N. Y. Departure	Eastbound I	II	III	A	C
Jan. 9	39	50	315	..	Republic	Jan. 14	308	..	277	248	22
" 28	19	66	270	..	Cretic	Feb. 4	227	..	205	178	16
Feb. 20	34	107	1090	..	Republic	" 25	311	..	167	145	13
Mar. 14	66	133	1989	..	Cretic	Mar. 18	229	..	129	102	21
Apr. 4	117	120	2173	..	Republic	Apr. 13	317	..	203	173	21
" 24	125	206	2057	..	Cretic	" 29	256	..	233	199	21
May 23	66	350	2328	..	Republic						
June 6	76	203	2081	..	Cretic	June 15	263	..	375	310	46
July 3	35	184	1430	319	Romanic	July 6	261	..	424	367	34
" 21	26	186	1087	..	Cretic	" 27	47	69	1149	989	105
Sept. 18	200	154	793	..	Cretic	Sept. 26	49	24	389	329	36
					Republic	Oct. 19	106	38	393	351	30
Oct. 31	120	145	741	..	Cretic	Nov. 4	67	17	566	530	23
Nov. 23	77	83	432	..	Republic	" 30	168	52	1044	1877	41
Dec. 4	35	99	460	..	Cretic	Dec. 7	88	30	1108	1088	13
14 Trips	1035	2086	17246	319	Totals	14 Trips	2697	230	7562	6886	442

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Table L.

WHITE STAR LINE.

Boston—Liverpool.

	Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
	Jan. 19	19	..	560	Cymric	Jan. 26	34	..	83
	Feb. 21	9	..	553	Cymric	Mar. 1	12	..	68
	Mar. 20	46	..	1300	Cymric	Apr. 5	28	..	140
4775	Apr. 23	129	201	669	Arabic	" 27	110	133	114
	May 7	60	..	860	Cymric	May 11	45	..	153
	" 13	57	161	433	Arabic	" 25	129	125	284
					Republic	June 1	111	85	182
	June 4	107	..	757	Cymric	" 8	128	..	213
	" 17	141	186	394	Arabic	" 22	291	175	287
	July 2	112	126	248	Republic	July 6	218	208	214
	" 9	50	..	412	Cymric	" 13	131	..	154
	" 15	69	122	216	Arabic	" 20	188	172	225
	Aug. 5	212	174	342	Republic	Aug. 10	66	42	173
	" 13	67	..	365	Cymric	" 17	30	..	124
	" 19	209	190	313	Arabic	" 24	45	56	112
	Sept. 2	267	232	408	Republic	Sept. 7	54	41	142
4776	" 10	204	..	480	Cymric	" 14	12	..	102
	" 16	274	204	475	Arabic	" 21	38	75	155
	" 30	243	246	522	Republic				
	Oct. 7	126	..	515	Cymric	Oct. 12	32	..	108
	" 14	149	244	382	Arabic	" 19	45	67	170
	Nov. 6	43	65	370	Cymric	Nov. 9	27	..	108
	" 11	130	148	275	Arabic	" 16	33	52	110
	" 30	38	83	268	Cymric	Dec. 7	35	17	257
					Canadian	" 20	..	10	..
	23 Trips	2761	2382	11117	Totals	24 Trips	1842	1258	3678

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Table LI.

WHITE STAR LINE.

BOSTON—MEDITERRANEAN.

Boston Arrival	Westbound I	II	III	Az.	Steamer	Boston Departure	Eastbound I	II	III	A	C	I	Az.
Jan. 2	26	61	308	135	Canopic	Jan. 7	212	..	236	213	14	9	57
" 20	30	37	226	94	Romanic	" 28	229	..	120	102	11	7	42
Feb. 14	19	50	505	175	Canopic	Feb. 18	235	..	112	94	11	7	34
Mar. 7	40	119	1350	335	Romanic	Mar. 11	159	3	144	128	7	9	91
" 27	82	122	1502	160	Canopic	Apr. 1	272	..	244	188	38	18	116
Apr. 18	76	130	1489	194	Romanic	" 22	128	20	165	138	16	11	111
May 8	70	145	1500	159	Canopic	May 13	251	..	208	176	21	11	113
" 29	48	175	1421	240	Romanic	June 3	281	..	233	191	25	17	115
June 19	99	156	1456	169	Canopic	" 24	371	..	373	306	41	26	61
July 31	63	148	1087	459	Canopic	Aug. 5	41	..	603	497	65	41	199
Sept. 7	184	190	1288	206	Romanic	Sept. 16	70	28	329	301	15	13	264
Oct. 2	169	164	1081	311	Canopic	Oct. 7	92	50	369	342	18	9	215
" 24	78	169	1053	222	Romanic	" 28	75	64	417	377	18	22	212
Nov. 13	55	134	977	239	Canopic	Nov. 18	60	47	950	897	28	25	225
" 30	20	75	641	155	Romanic	Dec. 2	66	23	1477	1447	13	17	109
15 Trips	1059	1875	15884	3253	Totals	15 Trips	2542	235	5980	5397	341	242	1964

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Table LII.

WILSON LINE.

New York—Hull.

	N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
			Consuelo	Apr. 1	1
			Toronto	" 22	1
	May 14	7	Consuelo	May 18	5
4781			Colorado	" 27	10
	June 8	3	Toronto	June 14	12
	" 14	3	Idaho		
			Consuelo	" 29	12
	July 2	3	Colorado	July 9	12
	" 26	1	Toronto	Aug. 1	12
	Aug. 20	10	Consuelo	" 27	10
	Sept. 8	11	Toronto	Sept. 14	9
	" 13	6	Colorado		
	" 24	4	Idaho		
	Oct. 18	9	Consuelo	Oct. 15	3
			Colorado	Nov. 5	1
	Nov. 22	4	Consuelo		
			Toronto	Oct. 29	1
4782	Dec. 11	4	Toronto		
	12 Trips	65	Totals	13 Trips	89

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Table LIII.

MISCELLANEOUS TABLE.

Mediterranean—New York.

N. Y. Arrival	Westbound I	III	Az.	Steamer	N. Y. Departure	Eastbound I	III	Az.
Apr. 8	30	953	..	Città di New York*				
" 12	7	..	..	Regina Elena*				
" 30	..	1242	..	Equita*				
May 11	..	240	..	America (Fabre, Marseilles)				
" 25	32	907	..	Città di New York*				
June 11	..	994	..	Equita*				
July 24	29	471	..	Città di New York*				
Oct. 16	8	125	..	Germania (Fabre, Marseilles)				
				Brooklyn (Zotti)	Oct. 19	8	474	65
" 28	..	7	..	Neustria (Fabre, Marseilles)				
Nov. 29	..	69	..	Germania (Fabre, Marseilles)				
Dec. 4	41	..	6	Brooklyn (Zotti)	Dec. 7	12	725	12
11 Trips	147	5008	6	Totals	2 Trips	20	1199	77

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* "Outside" steamers, no Eastbound passengers carried.

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For Private Circulation Only.

(Printed Annual Report No. 2.)

1900

REPORT OF THE

TRANS-ATLANTIC PASSENGER MOVEMENT

4787

CALENDAR YEAR 1900.

Tables showing the total for each Line and for each port and the grand total, the total by groups of Lines, and the carryings per steamer of each Line during the period.

*

Compiled by LAWSON SANDFORD.

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*

New York, January, 1901.

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16	" " Boston-Liverpool	xix
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TABLE I—STATEMENT OF EAST AND WESTBOUND TRANS-ATLANTIC PASSENGER MOVEMENT FOR THE CALENDAR YEAR 1900,

showing the total carryings of each Line per port; the number of trips of the steamers of each Line; the total for each port; and the grand total for all ports; and also the total movement in 1899 for all ports.

Westbound				NEW YORK.	Eastbound				
I	II	III	Trips		Trips	I	II	III	
1035	1691	1393	29	Allan-State (Glasgow)	24	673	922	333	
8990	7447	16839	44	American (Southampton)	44	6999	5296	8597	4796
2361	5394	7860	40	Anchor (Glasgow)	40	2258	4066	3179	
38	....	14764	25	Anchor (Medit.)	24	13	....	1266	
3732	....	....	50	Atlantic Transport (London)	49	3744	....	....	
9299	10798	22723	51	Cunard (Liverpool)	50	8847	7296	12093	
26	....	15648	22	Fabre (Medit.)	13	77	....	1257	
3603	5186	30635	56	French (Havre)	52	3874	3914	14733	
7180	6988	10155	37	Hamburg, Express (Hamburg)	37	6372	5068	8055	
3499	5679	49057	61	" Regular "	57	3472	5070	6698	
378	....	4374	7	" Express (Medit.)	8	1914	....	3684	
....	....	2477	4	" Regular "	1	....	....	20	
....	11	6565	24	" Union (Hamburg)	..	....	....	....	
1825	3762	25922	52	Holland (R'dam-Ams'dam)	52	2270	3525	6032	
151	....	2729	7	Ins. Nav. Co. (Azores-Lisbon)	6	113	....	603	4797
54	....	....	6	Leyland (Liverpool)	6	55	....	....	
85	....	2101	7	Portuguezes (Azores-Lisbon)	6	7	....	180	
285	....	17263	18	Navigazione (Medit.)	18	265	....	4724	
8378	6823	22961	51	N. G. Lloyd, Exp. (Bremen)	45	5994	4846	13886	
3585	4548	41739	51	" " " Regular "	42	3445	2921	6126	
2187	1040	27444	36	" " " (Medit.)	36	4752	....	13225	
246	....	13857	17	Prince (Medit.)	18	519	....	3768	
1261	4300	31007	50	Red Star (Antwerp)	51	1358	3618	8778	
252	700	4718	24	Scandinavian-Am. (Scand.)	24	277	573	2105	
9140	5810	29365	50	White Star (Liverpool)	50	8152	4548	16227	
119	....	....	13	Wilson (Hull)	12	128	....	....	
35	9	1527	8	Miscellaneous (Medit.)	1	....	....	14	
67744	70186	403123	840	Totals	766	65578	51663	136573	

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CANADIAN PORTS.

2513	3398	12356	37	Allan (Liverpool)	35	2234	2314	2702
46	596	326	10	" (Glasgow)	1	3	....	....
321	338	1152	24	" (Liverpool-Halifax)	20	159	39	56
1117	1389	21346	53	Beaver (Liverpool)	54	1305	1259	1577
49	....	....	13	" (Bristol)	13	53	....	....
1803	2426	7760	31	Dominion (Liverpool)	31	1721	2694	1639
....	....	932	4	Franco-Can. (Dunkirk-Bord'x)	..	....	....	....
....	....	4949	6	Hamburg, Hansa (Hamburg)	..	....	....	....
5849	8147	48821	178	Totals	154	5475	6306	5974

BOSTON.

3	395	1235	10	Allan (Glasgow)	..	....	....	....
824	1135	10230	22	Cunard (Liverpool)	22	686	1124	4214
1820	2494	5644	14	Dominion (Liverpool)	12	1173	1522	4036
....	....	....	..	" (Medit.)	1	524	....	....
802	....	....	32	Leyland (Liverpool)	32	543	....	....
3449	4024	17109	78	Totals	67	2926	2646	8250

PHILADELPHIA.

....	3016	10405	39	American (Liverpool)	40	....	2431	2656
....	....	4951	20	Red Star (Antwerp)	20	....	....	363
....	3016	15356	59	Totals	60	....	2431	3019

BALTIMORE.

8	870	19712	33	N. Ger. Lloyd (Bremen)	31	343	855	2111

NEW ORLEANS.

....	....	849	1	Anchor (Medit.)	..	....	....	....
....	....	550	1	Fabre (Medit.)	1	3	....	39
....	....	1133	1	Navigazione (Medit.)	1	3	....	17
....	....	2532	3	Totals	2	6	....	56

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GALVESTON.

....	78	1102	9	N. Ger. Lloyd (Bremen)	7	....	155	337
77050	86321	507755	1200	Grand totals, 1900	1087	74328	64056	156320
63906	64298	388911	1206	Grand totals, 1899	1111	66164	48607	118212

Table II.

Division of the Passenger Business by Groups of Lines.

Westbound					Eastbound				4802
I	II	III	Trips	BRITISH.	Trips	I	II	III	
2513	3398	12356	37	Allan (Mont.-L'pool)	35	2234	2314	2702	
46	596	326	10	" (Glasgow-Mont.)	1	3	....	....	
3	395	1235	10	" (" -Bost.)	..	....	....	....	
321	338	1152	24	" (L'pool-H'fax)	20	159	39	56	
1035	1691	1393	29	Allan-State (N. Y.-Glasgow)	24	673	922	333	
8990	7447	16839	44	American (N. Y.-Southampton)	44	6999	5296	8597	
....	3016	10405	39	" (Phil.-L'pool)	40	....	2431	2656	
2361	5394	7860	40	Anchor (N. Y.-Glasgow)	40	2258	4066	3179	
3732	....	....	50	Atlantic Tr. (N. Y.-London)	49	3744	....	....	
1117	1389	21346	53	Beaver (Mont.-L'pool)	54	1305	1259	1577	
49	....	....	13	" (" -Bristol)	13	53	....	....	
9299	10798	22723	51	Cunard (N. Y.-L'pool)	50	8847	7296	12093	
824	1135	10230	22	" (Bost.-L'pool)	22	686	1124	4214	4803
1803	2426	7760	31	Dominion (Mont.-L'pool)	31	1721	2694	1639	
1820	2494	5644	14	" (Bost.- ")	12	1173	1522	4036	
802	....	....	32	Leyland (Bost.-L'pool)	32	543	....	....	
54	....	....	6	" (N. Y.- ")	6	55	....	....	
252	700	4718	24	Scand.-Am. (N. Y.-Scand.)	24	277	573	2195	
9140	5810	29365	50	White Star (N. Y.-L'pool)	50	8152	4548	16227	
119	....	....	13	Wilson (N. Y.-Hull)	12	128	....	....	
44280	47027	153352	592	Totals	559	39010	34084	59504	

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CONTINENTAL.

....	....	932	4	Franco-Can. (Bord'x-Q'bec)	..	....	....	....
3603	5186	30635	56	French (N. Y.-Havre)	52	3874	3914	14733
7180	6988	10155	37	Hamburg, Exp. (N. Y.-H'burg)	37	6372	5068	8055
3499	5679	49057	61	" Reg. (" " ")	57	3472	5070	6698
....	11	6565	24	" Union (H'burg-N. Y.)	..	....	....	....
....	....	4949	6	" Hansa (" -Mont.)	..	....	....	....
1825	3762	25922	52	Holland (N. Y.-R'dam-Ams'dam)	52	2270	3525	6932
8378	6823	22961	51	N. Ger. Lloyd, Exp. (N. Y.-B'm)	45	5994	4846	13886
3585	4548	41739	51	" " " Reg. (" " ")	42	3445	2921	6126
8	870	19712	33	" " " (Balt.-Bremen)	31	343	855	2111
....	78	1102	9	" " " (Galv.- ")	7	....	155	337
1261	4300	31007	50	Red Star (N. Y.-Antwerp)	51	1358	3618	8778
....	....	4951	20	" " (Phil.- ")	20	....	....	363
29339	38245	249687	454	Totals	394	27128	29972	68019

MEDITERRANEAN.

38	....	14764	25	Anchor (N. Y.-Medit.)	24	13	....	1266
....	....	849	1	" (N. O. ")	..	....	....	....
....	....	....	..	Dominion (Bost.-Medit.)	1	524	....	....
26	....	15648	22	Fabre (N. Y.-Medit.)	13	77	....	1257
....	....	550	1	" (N. O. ")	1	3	....	39
378	....	4374	7	Hamburg, Exp. (N. Y.-Medit.)	8	1914	....	3684
....	....	2477	4	" Reg. (N. Y.- ")	1	....	....	20
285	....	17263	18	Navigazione (N. Y.-Medit.)	18	265	....	4724
....	....	1133	1	" (N. O.- ")	1	3	....	17
2187	1040	27444	36	N. Ger. Lloyd (N. Y.-Medit.)	36	4752	....	13225
246	....	13857	17	Prince (N. Y.-Medit.)	18	519	....	3768
35	9	1527	8	Miscellaneous (N. Y.-Medit.)	1	....	....	14
3195	1049	99886	140	Totals	122	8070	....	28014

MISCELLANEOUS.

151	....	2729	7	Ins. Nav. Co. (N. Y.-Libson)	6	113	....	603
85	....	2101	7	Portuguezes (" " ")	6	7	....	180
236	....	4830	14	Totals	12	120	....	783

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Table III.

ALLAN LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER) — LIVERPOOL.

Mont. Port. Arrival	Westbound I	II	III	Steamer	Mont. Port. Departure	Eastbound I	II	III	
.....	..	..	..	Parisian	Jan. 7	32	25	39	
Jan. 12	4	4	195	Numidian	" 17	1	2	15	4808
" 17	8	11	155	Californian	" 20	15	13	24	
Feb. 5	11	45	125	Parisian	Feb. 10	19	18	31	
" 13	2	15	200	Numidian	" 21	3	..	2	
" 20	15	36	276	Californian	.....	..	..	..	
Mar. 3	22	58	252	Parisian	Mar. 10	23	23	25	
" 27	40	96	312	Numidian	Apr. 2	20	25	25	
" 30	42	135	560	Parisian	" 7	41	33	51	
Apr. 14	77	215	1218	Tunisian	" 21	96	106	80	
May 1	..	145	300	Buenos Ayrean	May 6	..	..	..	
" 9	91	130	440	Parisian	" 13	119	102	8[illegible]	
" 19	115	175	1014	Tunisian	" 26	160	216	200	
" 27	29	52	390	Numidian	June 2	63	78	32	
June 3	30	98	135	Corinthian	" 9	124	14	110	4809
" 10	55	76	590	Parisian	" 16	197	120	95	
" 23	90	175	800	Tunisian	" 30	185	211	251	
July 1	13	33	225	Numidian	July 7	72	96	62	
" 9	43	110	135	Corinthian	" 14	125	13	72	
" 14	79	100	460	Parisian	" 21	91	138	60	
" 28	187	185	930	Tunisian	Aug. 4	122	114	168	
Aug. 5	46	86	180	Numidian	" 11	30	39	43	
" 12	135	..	135	Corinthian	" 18	85	50	75	
" 18	198	136	291	Parisian	" 25	44	37	55	
" 31	200	195	550	Tunisian	Sept. 7	150	368	142	
Sept. 8	70	95	120	Numidian	" 15	34	7	27	

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	" 17	145	..	150	Corinthian	" 22	43	57	60
	" 22	196	142	353	Parisian	" 29	56	46	66
	Oct. 6	175	230	610	Tunisian	Oct. 13	107	91	112
	" 14	59	101	223	Numidian	" 20	12	7	36
	" 22	96	..	140	Corinthian	" 27	19	51	78
	" 26	63	125	120	Parisian	Nov. 3	15	14	42
	Nov. 5	65	130	190	Tunisian	" 12	52	63	144
	" 20	11	27	121	Numidian	" 28	3	12	28
	" 28	24	45	55	Corinthian	Dec. 3	4	25	103
	Dec. 5	31	135	120	Parisian	" 11	2	7	83
	" 6	45	44	179	Tunisian	" 15	70	93	185
	" 27	1	13	107	Numidian	.....	..	..	..
	37 Trips	2513	3398	12356	Totals	35 Trips	2234	2314	2702

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Table IV.

ALLAN LINE.

GLASGOW—MONTREAL.

Mont. Arrival	Westbound I	II	III	Steamer	Mont. Departure	Eastbound I	II	III
May 12	..	43	40	Sarmatian	May 15	3	..	..
June 7	4	90	22	Buenos Ayrean	.....	..	..	..
" 14	..	62	43	Sarmatian	.....	..	..	..
July 16	9	42	31	Buenos Ayrean	.....	..	..	..
" 23	..	34	9	Sarmatian	.....	..	..	..
Aug. 15	17	50	7	Buenos Ayrean	.....	..	..	..
" 29	..	71	2	Sarmatian	.....	..	..	..
Sept. 24	10	90	130	Buenos Ayrean	.....	..	..	..
Oct. 3	1	65	42	Sarmatian	.....	..	..	..
" 25	5	49	..	Buenos Ayrean	.....	..	..	..
10 Trips	46	596	326	Totals	1 Trip	3	..	..

4814

Table V.

ALLAN LINE.

GLASGOW—BOSTON.

Boston Arrival	Westbound I	II	III	Steamer
Apr. 24	..	26	270	Sardinian
May 13	..	44	272	Hibernian
" 25	..	42	136	Peruvian
June 20	..	27	182	Norwegian
July 12	1	13	94	Peruvian
July 24	..	11	37	Norwegian
Aug. 15	..	27	107	Peruvian
" 28	..	68	35	Norwegian
Sept. 20	2	70	65	Peruvian
Oct. 2	..	67	37	Norwegian
10 Trips	3	395	1235	Totals

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Table VI.

ALLAN LINE.

LIVERPOOL—HALIFAX—PHILADELPHIA—ST. JOHNS, N. F.

	Halifax Arrival	Westbound I	II	III	Steamer	St. Johns Departure	Eastbound I	II	III
	Jan. 3	7	8	15	Carthaginian	Jan. 12	10	4	12
	" 15	2	..	..	Corean	Feb. 1	19	1	1
4817	Mar. 5	..	..	50	Sardinian	.....	..	..	..
	Apr. 6	1	38	27	Norwegian	.....	..	..	..
	May 13	31	6	17	Assyrian	May 19	4	1	4
	" 31	17	19	10	Corean	June 7	11	3	7
	June 17	14	12	175	Siberian	July 6	23	8	2
	" 29	12	5	2	Assyrian	" 17	12	3	1
	July 6	17	24	73	Carthaginian	" 23	15	1	..
	" 19	8	7	5	Corean	" 29	6	..	8
	Aug. 2	24	14	4	Siberian	Aug. 12	8	4	1
	.....	..	..	..	Grecian	" 20	2	1	..
	Aug. 14	10	58	18	Carthaginian	" 31	11	..	..
	" 23	13	..	14	Assyrian	Sept. 7	1	..	..
	" 31	16	10	..	Corean	" 10	6	10	..
4818	Sept. 12	26	18	42	Siberian	" 22	10	2	6
	.....	..	..	..	Grecian	Oct. 1	2	..	..
	Oct. 2	37	47	380	Carthaginian	" 6	4	..	..
	" 6	..	..	3	Assyrian	" 12	6	1	2
	" 15	26	6	203	Corean	Nov. 2	1	..	12
	" 27	14	10	5	Siberian	" 13	4	..	..
	Nov. 16	13	39	40	Carthaginian	Dec. 1	4	..	..
	" 16	15	2	60	Assyrian	.....	..	..	..
	Dec. 3	..	..	1	Corean	.....	..	..	..
	" 9	10	2	4	Siberian	.....	..	..	..
	" 31	8	13	4	Assyrian	.....	..	..	..
	24 Trips	321	338	1152	Totals	20 Trips	159	39	56

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Table VII.

ALLAN-STATE LINE.

NEW YORK—GLASGOW.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 31	3	14	27	State of Nebraska	Feb. 3	2	13	7	
Mar. 3	2	14	32	Corean	.....	..	..	..	
" 10	3	18	17	State of Nebraska	Mar. 15	3	12	6	
" 28	..	28	47	Sarmatian	.....	..	..	..	
Apr. 17	12	62	153	State of Nebraska	Apr. 20	29	52	11	
" 26	2	70	111	Laurentian	May 3	11	67	8	4820
May 13	..	43	44	Norwegian	" 17	..	..	..	
" 22	10	48	116	State of Nebraska	" 26	37	118	28	
June 4	3	61	63	Laurentian	June 9	64	73	33	
" 12	2	25	74	Sardinian	" 16	83	84	34	
" 27	9	51	33	State of Nebraska	" 30	250	..	..	
July 9	10	39	63	Laurentian	July 14	80	108	20	
" 16	4	22	23	Sardinian	" 21	14	88	10	
Aug. 2	48	58	172	State of Nebraska	Aug. 4	38	78	38	
" 13	129	93	11	Laurentian	" 18	21	28	11	
" 21	98	108	17	Sardinian	" 25	2	30	14	
Sept. 4	252	..	49	State of Nebraska	Sept. 8	6	28	16	
" 10	134	208	46	Californian	" 17	5	8	11	
" 18	120	143	..	Laurentian	" 22	1	11	10	4821
" 27	60	110	17	Sardinian	" 30	1	21	17	
Oct. 11	55	193	34	State of Nebraska	Oct. 13	12	18	6	
" 20	38	81	20	Californian	" 24	..	..	..	
" 23	12	34	10	Laurentian	" 27	2	7	3	
" 30	..	43	18	Sardinian	Nov. 3	1	13	5	
Nov. 15	12	50	65	State of Nebraska	" 18	3	32	17	
" 29	6	30	29	California	Dec. 1	5	13	14	
Dec. 6	1	12	22	Sardinian	" 8	..	15	8	
" 25	10	27	72	State of Nebraska	" 29	..	..	..	
" 26	..	6	8	Laurentian	" 31	3	5	6	
29 Trips	1035	1691	1393	Totals	24 Trips	673	922	333	

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Table VIII.

AMERICAN LINE.

New York—Southampton.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				New York	Jan. 3	38	48	77
				St. Louis	" 10	164	85	124
Jan. 14	162	105	114	St. Paul	" 17	127	92	104
" 21	58	83	85	New York	" 24	77	70	82
4823 " 28	147	119	196	St. Louis	" 31	148	65	65
Feb. 4	120	92	149	St. Paul	Feb. 7	175	71	105
" 10	121	117	206	New York	" 14	84	75	78
" 18	110	136	191	St. Louis	" 21	198	71	166
Mar. 4	76	140	264	New York	Mar. 7	107	87	63
" 10	107	114	461	St. Paul	" 14	205	63	104
" 24	124	137	466	New York	" 28	127	237	95
" 31	96	117	705	St. Paul	Apr. 4	241	96	137
Apr. 7	91	156	409	St. Louis	" 11	152	100	138
" 14	97	125	519	New York	" 18	109	125	86
" 21	113	147	629	St. Paul	" 25	212	208	134
" 28	131	195	631	St. Louis	May 2	245	180	286
May 5	112	177	539	New York	" 9	170	176	268
4824 " 12	170	165	708	St. Paul	" 16	270	207	423
" 19	184	197	540	St. Louis	" 23	259	201	331
" 28	127	144	311	New York				
June 2	200	139	363	St. Paul	June 6	318	207	768
" 9	251	160	295	St. Louis	" 13	310	175	268
" 23	304	197	451	St. Paul	" 27	338	199	456
" 30	256	203	317	St. Louis	July 4	385	178	495
				New York	" 11	375	246	211
July 14	280	207	399	St. Paul	" 18	252	180	199
" 21	267	191	336	St. Louis	" 25	210	136	269
Aug. 4	208	250	431	New York	Aug. 8	150	248	163
" 11	308	192	348	St. Paul	" 15	149	158	183
" 18	305	207	454	St. Louis	" 22	114	129	127

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"	25	277	244	428	New York	" 29	67	77	128
"	31	341	210	609	St. Paul	Sept. 5	107	93	119
Sept.	8	341	215	613	St. Louis	" 12	113	89	167
"	16	371	252	436	New York	" 19	83	74	127
"	23	339	211	735	St. Paul	" 26	78	67	120
"	29	356	213	697	St. Louis	Oct. 3	155	103	153
Oct.	8	258	253	422	New York	" 10	84	44	98
"	13	270	208	376	St. Paul	" 17	99	76	136
"	20	214	203	411	St. Louis	" 24	94	68	125
"	27	140	182	283	New York	" 31	21	75	120
Nov.	4	202	114	245	St. Paul				
"	10	278	182	185	St. Louis	Nov. 14	79	83	193
"	18	237	242	171	New York	" 21	54	68	110
Dec.	1	274	203	270	St. Louis	Dec. 5	92	123	586
"	9	127	93	132	New York	" 12	88	102	318
"	22	302	112	186	St. Louis	" 26	76	41	92
"	30	138	98	123	New York				
44 Trips		8990	7447	16839	Totals	44 Trips	6999	5296	8597

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Table IX.

AMERICAN LINE.

PHILADELPHIA—LIVERPOOL.

	Phil. Arrival	Westbound II	Westbound III	Steamer	Phil. Departure	Eastbound II	Eastbound III
				Waesland	Jan. 6	23	19
	Jan. 18	37	90	Belgenland	" 21	54	21
	" 24	33	57	Pennland	" 27	15	12
	" 31	32	69	Rhynland	Feb. 3	11	15
4829	Feb. 6	29	66	Waesland	" 10	20	17
	" 19	50	153	Belgenland	" 24	42	19
	Mar. 2	58	117	Pennland	Mar. 4	27	22
	" 6	60	133	Rhynland	" 10	..	13
	" 7	41	105	Waesland	" 10	60	12
	" 26	95	306	Belgenland	" 31	145	65
	Apr. 7	69	220	Pennland	Apr. 9	57	59
	" 10	105	178	Rhynland	" 14	54	30
	" 19	120	474	Waesland	" 21	126	62
	" 29	102	566	Belgenland	May 5	53	90
	May 8	99	444	Pennland	" 12	62	61
	" 16	91	549	Rhynland	" 19	135	116
	" 20	95	475	Waesland	" 26	106	116
4830	June 4	91	531	Belgenland	June 9	130	150
	" 11	81	249	Pennland	" 16	93	88
	" 18	30	333	Rhynland	" 23	130	132
	" 24	63	200	Waesland	" 30	131	163
	July 9	61	373	Belgenland	July 14	116	124
	" 17	27	208	Pennland	" 21	105	78
	" 23	91	183	Rhynland	" 28	75	114
	" 31	99	230	Waesland	Aug. 4	122	98
	Aug. 13	81	336	Belgenland	" 18	88	110
	" 20	53	210	Pennland	" 25	34	54
	" 27	129	251	Rhynland	Sept. 1	41	73

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Sept. 1	136	384	Waesland	" 8	71	59	
" 17	126	499	Belgenland	" 22	36	75	
" 25	99	339	Pennland	" 29	27	55	
Oct. 1	124	338	Rhynland	Oct. 6	43	76	
" 7	88	335	Waesland	" 13	45	83	
" 23	80	264	Belgenland	" 27	37	74	
" 29	72	130	Pennland	Nov. 3	21	44	
Nov. 5	86	109	Rhynland	" 10	19	41	
" 12	112	106	Waesland	" 22	22	52	
" 28	58	268	Belgenland	Dec. 1	15	52	
Dec. 8	31	120	Pennland	" 11	25	68	
" 19	82	407	Rhynland	" 22	15	44	
39 Trips	3016	10405	Totals	40 Trips	2431	2656	

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Table X.

ANCHOR LINE.

NEW YORK—GLASGOW.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
Jan. 16	7	50	86	Astoria	Jan. 20	11	46	22
" 31	3	34	60	Ethiopia	Feb. 4	3	37	30
Feb. 5	4	63	76	Anchoria	" 10	..	14	3
" 7	10	82	95	Astoria	" 23	1	25	45
Mar. 9	6	84	164	Anchoria	Mar. 14	8	38	44
" 21	..	140	276	Astoria	" 24	30	32	63
Apr. 3	6	115	220	Ethiopia	Apr. 7	22	78	50
" 18	13	183	388	Anchoria	" 21	71	120	60
" 30	38	235	680	City of Rome	May 5	173	208	187
May 9	8	104	180	Ethiopia	" 12	28	104	80
" 14	39	162	379	Furnessia	" 19	66	220	104
" 21	11	93	159	Anchoria	" 26	59	190	69
" 27	31	182	551	City of Rome	June 2	264	352	237

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June	9	1	64	283	Astoria	" 12	84	165	144
"	12	9	57	128	Ethiopia	" 16	83	133	123
"	17	12	88	152	Furnessia	" 23	241	380	210
"	24	40	102	232	City of Rome	" 30	500	225	260
July	2	25	59	116	Anchoria	July 7	88	190	154
"	9	60	80	106	Astoria	" 14	118	183	69
"	16	3	52	81	Ethiopia	" 21	37	130	72
"	22	71	125	199	Furnessia	" 28	93	188	97
Aug.	9	87	175	272	Anchoria	Aug. 14	33	97	95
"	13	129	120	114	Astoria	" 18	34	85	68
"	20	89	73	221	Ethiopia	" 25	12	34	45
"	27	231	385	239	Furnessia	Sept. 1	28	105	84
4835 Sept.	3	491	244	338	City of Rome	" 8	29	60	64
"	11	85	187	207	Anchoria	" 15	6	53	55
"	17	133	174	230	Astoria	" 22	13	53	37
"	26	211	380	262	Furnessia	" 29	24	69	63
Oct.	2	66	132	124	Ethiopia	Oct. 6	7	49	77
"	8	226	358	364	City of Rome	" 13	33	49	105
"	15	41	295	112	Anchoria	" 20	14	63	52
"	23	50	168	73	Astoria	" 28	8	26	44
"	29	59	195	155	Furnessia	Nov. 3	8	67	50
Nov.	6	15	78	73	Ethiopia	" 10	1	45	45
"	23	11	86	113	Anchoria	" 27	4	28	43
"	28	21	50	72	Astoria	Dec. 2	5	40	24
Dec.	4	12	59	88	Furnessia	" 8	12	45	44
4836 "	11	4	41	107	Ethiopia	" 15	2	25	38
"	27	3	40	85	Anchoria	" 30	5	15	23
40 Trips		2361	5394	7860	Totals	40 Trips	2258	4066	3179

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Table XI.

ANCHOR LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	
Jan. 5	..	214	Victoria	Jan. 12	..	35	35	..	..
" 20	..	237	Hesperia	" 28	..	8	8	..	..
Feb. 15	..	201	Bolivia	Feb. 22	..	6	6	..	..
Mar. 13	..	782	Victoria	Mar. 21	..	12	12	..	..
" 22	1	832	California	" 31	..	3	1	2	..
Apr. 5	1	702	Hesperia	Apr. 12	..	1	1	..	..
" 22	2	1280	Bolivia	May 1	3	5	5	..	..
May 15	..	1122	Victoria	" 22	2	8	4	3	1
" 25	1	1171	California	June 2	..	8	6	2	..
June 5	..	752	Hesperia	" 13	..	1	1	..	..
" 19	..	832	Karamania	" 28	..	3	3	..	..
" 30	15	1088	Bolivia	July 12	3	32	31	..	1
July 19	3	563	Victoria	" 28	2	102	89	8	5
" 29	..	329	California	Aug. 9	..	21	20	..	1
Aug. 9	..	271	Alsatia	" 18	..	76	70	4	2
" 15	..	293	Hesperia	" 25	..	25	25	..	..
" 30	..	280	Karamania	Sept. 8	..	85	79	3	3
Sept. 16	6	476	Bolivia	" 26	1	28	27	1	..
Oct. 1	3	562	Victoria	Oct. 10	1	88	84	4	..
" 17	..	670	Alsatia	" 24	..	85	75	7	3
" 26	..	305	Hesperia	Nov. 3	..	158	154	3	1
Nov. 8	..	374	Karamania	" 17	..	176	174	..	2
" 22	5	578	Bolivia	Dec. 1	..	292	286	5	1
Dec. 17	1	630	Victoria	" 22	1	8	8	..	..
" 28	..	220	Alsatia						
25 Trips	38	14764	Totals	24 Trips	13	1266	1204	42	20

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Table XII.

ANCHOR LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival		Westbound	
	III	Steamer	
Oct. 20	849	California	

Table XIII.

ATLANTIC TRANSPORT LINE.

NEW YORK—LONDON.

4841

N. Y. Westbound			N. Y. Eastbound	
Arrival	I	Steamer	Departure	I
Jan. 13	16	Marquette	Jan. 16	32
" 15	12	Mesaba	" 20	53
" 26	25	Manitou	" 31	27
Feb. 2	11	Menominee	Feb. 5	38
" 16	24	Marquette	" 19	57
" 19	15	Mesaba	"24	69
Mar. 2	17	Manitou	Mar. 5	35
" 7	21	Menominee	" 11	80
" 20	42	Marquette	" 25	34
" 28	23	Mesaba	" 31	64
4842 Apr. 2	15	Manitou	Apr. 7	64
" 9	38	Menominee	" 14	103
" 9	..	Minneapolis	" 21	135
" 24	44	Marquette	" 28	84
" 30	31	Mesaba	May 5	96
May 10	45	Manitou	" 12	103
" 16	28	Menominee	" 19	104
" 19	91	Minneapolis	" 26	160
" 28	31	Marquette	June 2	120
June 3	48	Mesaba	" 9	104
" 11	61	Manitou	" 16	115
" 19	55	Menominee	" 23	115

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"	23	126	Minneapolis	"	30	189
July	1	58	Marquette	July	7	121
"	9	100	Mesaba	"	14	106
"	16	101	Manitou	"	21	103
"	19	..	Minnehaha	"	28	70
"	23	114	Menominee	"	28	64
"	28	135	Minneapolis	Aug.	4	125
Aug.	6	111	Marquette	"	11	89
"	13	98	Mesaba	"	18	110
"	21	124	Minnehaha	"	25	94
"	27	118	Manitou	Sept.	1	82
"	31	181	Minneapolis	"	8	107
Sept.	9	118	Marquette	"	15	67
"	17	106	Mesaba	"	22	..
"	17	173	Minnehaha	"	22	87
"	25	118	Menominee	"	29	39
"	30	110	Manitou	Oct.	6	77
Oct.	13	168	Minnehaha	"	20	89
"	16	113	Marquette	"	20	3
"	20	88	Minneapolis	"	27	45
"	28	73	Menominee	Nov.	3	30
Nov.	5	37	Manitou	"	10	20
"	13	151	Minnehaha	"	17	45
"	25	139	Minneapolis	Dec.	1	68
"	22	115	Marquette	"	3	..
Dec.	5	52	Menominee	"	8	40
"	11	45	Manitou	"	15	23
"	17	95	Minnehaha	"	22	35
"	27	41	Mesaba	"	31	24
"	30	31	Minneapolis		..	..
50 Trips		3732	Totals	49 Trips		3744

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4844

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Table XIV.

BEAVER LINE.

MONTREAL (SUMMER)
ST. JOHN, N. B. (WINTER)

LIVERPOOL.

	Mont. St. John Arrival	Westbound I	II	III	Steamer	Mont. St. John Departure	Eastbound I	II	III
					Montrose	Jan. 3	8	..	4
	Jan. 3	4	2	318	Lake Superior	" 10	11	14	15
4847	" 11	8	4	..	Monterey	" 17	9	..	..
	" 28	8	4	347	Lake Ontario	Feb. 2	10	8	24
	Feb. 5	4	7	94	Lake Huron	" 8	1	7	16
	" 8	7	6	201	Arawa	" 14	25	11	24
	" 13	4	8	206	Lake Superior	" 21	5	8	4
	" 20	..	..	..	Yola	" 28	9	..	1
	" 27	1	9	2	Monterey				
	Mar. 1	9	20	579	Lake Ontario	Mar. 8	8	9	7
	" 9	1	..	4	Etolia	" 14	7	..	..
	" 15	7	26	451	Lake Huron	" 21	11	9	21
	" 22	5	25	509	Lake Megantic	" 28	24	18	43
	" 28	1	18	291	Lake Superior	Apr. 4	11	16	16
	Apr. 10	1	5	6	Yola	" 13	12	..	..
4848	" 14	4	11	473	Lusitania	" 18	45	16	23
	" 20	..	14	314	Lake Huron	" 26	15	24	30
	" 26	12	34	463	Lake Megantic	May 4	57	51	44
	May 4	9	30	271	Lake Superior	" 11	25	31	29
	" 14	4	15	409	Lake Ontario	" 18	32	37	32
	" 20	9	32	703	Lusitania	" 25	41	49	14
	" 26	24	32	703	Lake Champlain	June 1	52	46	53
	June 1	13	7	711	Lake Megantic	" 8	62	67	57
	" 11	..	5	612	Lake Huron	" 15	..	60	1
	" 14	13	4	692	Lake Superior	" 16	67	29	1
	" 17	11	14	317	Lake Ontario	" 22	106	24	55
	" 25	5	8	489	Lusitania	" 29	74	65	43
	" 30	4	2	690	Lake Huron				

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July 1	38	20	638	Lake Champlain	July 6	66	52	131	
" 7	34	30	750	Lake Megantic	" 13	69	59	29	
				Lake Huron	" 20	..	40	..	
" 18	22	18	447	Lake Superior	" 20	38	32	5	
" 21	23	19	668	Lake Ontario	" 27	35	50	51	
Aug. 1	19	..	1186	Montfort	Aug. 4	10	2	..	
" 5	56	59	776	Lake Champlain	" 10	27	49	46	
" 11	73	45	521	Lake Megantic	" 17	34	31	36	
" 20	30	53	513	Lake Superior	" 24	6	32	23	
" 24	83	66	499	Lake Ontario	" 31	22	18	30	
" 31	27	42	288	Lake Huron	Sept. 6	..	12	14	
Sept. 2	32	..	253	Montfort	" 7	14	..	5	
" 9	72	122	530	Lake Champlain	" 14	37	57	73	4850
" 15	88	52	502	Lake Megantic	" 21	37	18	33	
" 11	60	122	438	Lake Superior	" 28	11	20	41	
" 30	46	87	379	Lake Ontario	Oct. 5	20	18	42	
Oct. 8	27	..	49	Montfort	" 12	9	..	..	
" 14	57	93	340	Lake Champlain	" 19	39	16	57	
" 21	43	47	200	Lake Megantic	" 26	3	6	29	
" 28	12	40	175	Lake Superior	Nov. 2	3	8	18	
Nov. 3	25	26	190	Lake Ontario	" 9	5	6	31	
" 12	16	..	90	Montfort	" 17	13	..	..	
" 21	32	34	519	Lake Champlain	" 27	42	63	163	
Dec. 1	6	24	233	Lake Megantic	Dec. 6	4	7	21	
" 4	2	10	362	Lake Superior	" 9	7	24	59	
" 8	3	8	414	Lake Ontario	" 14	8	30	50	4851
" 18	5	..	..	Montfort	" 21	9	4	1	
" 25	18	30	531	Lake Champlain	" 28	10	6	32	
53 Trips	1117	1389	21346	Totals	54 Trips	1305	1259	1577	

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Table XV.

BEAVER LINE.

MONTREAL—BRISTOL.

Mont. Arrival	Westbound I	Steamer	Mont. Departure	Eastbound I
Apr. 26	1	Memnon		
May 2	4	Degama		
		Yola	May 25	3
June 5	3	Memnon	June 8	1
4853		Degama	" 15	9
		Etolia	" 22	6
		Lycia	" 29	6
June 27	3	Yola	July 6	10
July 11	4	Memnon	" 15	3
" 18	2	Degama	" 23	4
" 23	2	Etolia		
" 30	2	Lycia	Aug. 7	1
Aug. 14	2	Memnon		
		Monteagle	" 25	2
" 28	4	Etolia		
		Degama	" 31	1
Sept. 7	10	Lycia		
" 17	1	Memnon		
4854				
" 25	11	Monteagle	Sept. 28	6
Oct. 24	..	Monteagle	Oct. 30	1
13 Trips	49	Totals	13 Trips	53

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Table XVI.

CUNARD LINE.

New York—Liverpool.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 5	164	123	174	Lucania	Jan. 13	161	100	182	
" 13	75	75	84	Etruria					
" 20	110	81	160	Campania	" 27	159	79	144	
Feb. 3	201	153	278	Lucania	Feb. 10	222	87	157	
				Etruria	" 17	72	37	78	4856
" 17	105	178	500	Campania	" 24	137	59	137	
Mar. 3	153	167	423	Lucania	Mar. 10	177	105	195	
" 10	50	104	425	Etruria	" 17	96	74	107	
" 17	128	171	758	Campania	" 24	245	139	197	
" 31	160	244	828	Lucania	Apr. 7	202	204	326	
Apr. 8	76	131	710	Etruria	" 14	110	122	144	
" 14	163	201	816	Campania	" 21	229	165	233	
" 24	40	142	1735	Ivernia	" 28	98	130	228	
" 28	168	236	833	Lucania	May 5	365	316	539	
May 5	74	190	723	Etruria	" 12	272	205	123	
" 12	190	191	819	Campania	" 19	336	323	609	
" 21	69	124	1743	Ivernia	" 26	136	98	552	
" 26	200	197	614	Lucania	June 2	366	308	610	4857
June 2	64	97	377	Etruria	" 9	325	298	..	
" 9	182	176	694	Campania	" 16	390	306	618	
" 17	52	122	412	Servia	" 23	402	110	151	
" 23	222	232	562	Lucania	" 30	390	305	626	
" 30	143	169	204	Etruria	July 7	400	255	..	
July 7	268	199	456	Campania	" 14	349	320	480	
" 16	142	198	253	Servia	" 21	161	221	252	
" 20	352	321	500	Lucania	" 28	211	237	445	
" 28	197	213	206	Umbria	Aug. 4	151	248	188	
Aug. 4	278	330	459	Campania	" 11	181	192	337	
" 11	177	230	193	Etruria	" 18	154	143	163	

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	" 16	42	270	162	Servia	" 21	10	19	26
	" 17	363	328	644	Lucania	" 25	194	201	288
	" 25	312	230	116	Umbria	Sept. 1	97	72	150
	" 31	407	327	666	Campania	" 8	138	121	264
	Sept. 8	415	226	..	Etruria	" 15	104	73	172
	" 12	173	547	163	Servia	" 18	11	22	42
	" 15	383	333	678	Lucania	" 22	143	133	296
	" 23	392	199	123	Umbria	" 29	55	78	128
	" 30	392	348	666	Campania	Oct. 6	210	180	282
	Oct. 6	182	254	343	Etruria	" 13	75	83	85
	" 11	62	462	202	Servia	" 16	8	11	36
	" 13	325	309	551	Lucania	" 20	161	123	225
4859	" 20	113	347	285	Umbria	" 27	80	60	125
	" 26	264	317	540	Campania	Nov. 3	79	110	183
	Nov. 3	85	181	192	Etruria	" 10	65	84	120
	" 10	303	279	282	Lucania	" 17	152	126	367
	" 17	85	106	139	Umbria	" 24	80	48	121
	" 24	172	180	302	Campania	Dec. 1	159	122	495
	Dec. 1	88	100	137	Etruria	" 8	89	102	261
	" 8	152	121	199	Lucania	" 15	223	216	379
	" 17	82	141	105	Umbria	" 22	67	60	85
	" 22	256	163	219	Campania	" 29	150	66	142
	" 29	48	35	71	Etruria				
	51 Trips	9299	10798	22723	Totals	50 Trips	8847	7296	12093

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Table XVII.

CUNARD LINE.

BOSTON—LIVERPOOL.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III	
Jan 29	..	..	120	Ultonia	Feb. 3	..	..	62	
Mar. 6	..	..	313	Ultonia	Mar. 11	..	..	67	
Apr. 15	..	..	664	Ultonia	Apr. 21	..	..	113	
May 19	..	..	664	Ultonia	May 26	..	..	326	
" 21	14	47	993	Saxonia	June 9	95	165	701	4862
June 21	27	37	503	Ivernia	" 30	151	120	568	
" 30	..	..	299	Ultonia	July 7	..	186	113	
July 5	32	50	330	Saxonia	" 14	114	146	401	
" 26	29	86	367	Ivernia	Aug. 4	86	113	340	
Aug. 4	..	..	202	Ultonia	" 11	..	..	61	
" 9	150	112	324	Saxonia	" 18	71	87	164	
" 30	146	103	911	Ivernia	Sept. 8	44	88	180	
Sept. 7	..	..	343	Ultonia	" 15	..	..	90	
" 13	154	110	1042	Saxonia	" 22	39	53	159	
Oct. 4	117	151	1214	Ivernia	Oct. 13	24	23	89	
" 14	1	..	201	Ultonia	" 20	..	..	48	
" 18	71	194	702	Saxonia	" 27	20	40	132	
Nov. 8	42	146	324	Ivernia	Nov. 17	24	33	111	4863
" 18	..	..	189	Ultonia	" 24	..	..	90	
" 30	20	59	233	Saxonia	Dec. 8	12	50	306	
Dec. 14	21	40	155	Ivernia	" 22	6	20	71	
" 24	..	..	137	Ultonia	" 30	..	..	22	
22 Trips	824	1135	10230	Totals	22 Trips	686	1124	4214	

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Table XVIII.

DOMINION LINE.

MONTREAL (SUMMER)
PORTLAND (WINTER) — LIVERPOOL.

	Mont. Port. Arrival	Westbound I	II	III	Steamer	Mont. Port. Departure	Eastbound I	II	III
	Jan. 6	13	14	74	Vancouver	Jan. 14	44	21	38
	" 22	19	30	157	Dominion	" 28	31	26	46
	" 28	6	13	175	Cambroman	Feb. 3	3	8	25
4865	Feb. 9	21	24	317	Vancouver	" 19	23	26	25
	" 26	32	70	143	Dominion	Mar. 5	65	113	46
	Mar. 5	26	33	230	Cambroman	" 15	7	25	40
	" 17	48	77	418	Vancouver	" 27	85	939	25
	Apr. 8	70	56	515	Dominion	Apr. 14	53	74	57
	" 10	13	20	396	Cambroman	" 17	3	11	9
	" 24	47	100	800	Vancouver	May 1	56	103	78
	May 9	61	100	520	Dominion	" 13	118	162	90
	" 14	24	38	278	Cambroman	" 19	37	52	51
	" 27	35	59	559	Vancouver	June 2	203	111	93
	June 10	93	229	364	Dominion	" 16	162	147	129
	" 16	34	77	325	Cambroman	" 23	99	48	111
	" 30	65	126	221	Vancouver	July 7	258	192	66
4866	July 14	88	120	246	Dominion	" 21	105	190	80
	" 21	51	74	285	Cambroman	" 28	38	41	34
	Aug. 5	150	126	210	Vancouver	Aug. 11	37	32	25
	" 18	141	173	166	Dominion	" 25	50	45	48
	" 25	92	86	132	Cambroman	Sept. 1	40	56	44
	Sept. 8	230	174	184	Vancouver	" 15	33	32	41
	" 23	146	146	234	Dominion	" 29	64	32	70
	" 30	89	87	103	Cambroman	Oct. 6	21	27	52
	Oct. 13	80	129	156	Vancouver	" 20	33	100	55
	" 28	72	125	158	Dominion	Nov. 3	29	26	56
	Nov. 4	24	41	103	Cambroman	" 11	10	18	37
	" 19	13	15	83	Vancouver	" 25	4	12	36
	Dec. 4	5	29	125	Dominion	Dec. 9	9	8	87
	" 12	2	5	34	Cambroman	" 19	1	12	30
	" 23	13	30	49	Vancouver	" 29	..	5	15
	31 Trips	1803	2426	7760	Totals	31 Trips	1721	2694	1639

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Table XIX.

DOMINION LINE.

Boston—Liverpool.

Boston Arrival	Westbound I	II	III	Steamer	Boston Departure	Eastbound I	II	III
Jan. 25	26	66	119	New England	.....	..	..	..
Apr. 20	194	195	731	New England	Apr. 25	107	183	328
May 18	192	187	727	New England	May 23	211	279	797
June 13	183	184	759	New England	June 20	245	309	663
July 13	204	223	537	New England	July 18	249	272	386
Aug. 10	212	260	456	New England	Aug. 15	77	67	232
Sept. 7	281	303	609	New England	Sept. 12	84	71	241
Oct. 5	144	267	640	New England	Oct. 10	52	70	203
" 12	116	240	312	Commonwealth	" 17	41	68	130
Nov. 2	86	229	301	New England	Nov. 7	30	25	153
" 9	89	74	134	Commonwealth	" 14	26	67	159
Dec. 1	24	88	145	New England	Dec. 5	23	46	411
" 7	38	100	105	Commonwealth	" 12	28	65	333
" 28	31	78	69	New England	.....	..	..	..
14 Trips	1820	2494	5644	Totals	12 Trips	1173	1522	4036

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Note—New England sailed from Boston, Feb. 1, 1900, with 524 first cabin for Mediterranean—a special cruise. Accounted for in Table II.

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Table XX.

FABRE LINE.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Jan. 2	..	550	Chateau Yquem	Jan. 9	..	69	62	5	2
Feb. 5	..	346	Patria	Feb. 10	8	20	17	3	..
" 17	..	208	Neustria	" 24	..	..	..	..	..
Mar. 4	..	407	Chateau Yquem	Mar. 10	..	14	11	2	1
1871 " 23	..	998	Massilia	" 29	..	..	..	..	..
Apr. 3	..	1176	Patria	Apr. 10	14	30	16	11	3
" 18	..	889	Neustria	" 25	..	..	..	..	..
" 28	2	1189	Chateau Yquem	May 5	6	21	16	4	1
May 15	..	1180	Massilia	" 23	..	..	..	..	..
" 28	..	1171	Patria	June 6	21	36	32	2	2
June 11	..	893	Neustria	" 20	..	..	..	..	..
" 23	1	1113	Chateau Yquem	" 28	13	58	50	6	2
July 14	..	1090	Massilia	July 21	..	..	..	..	..
" 23	5	534	Patria	Aug. 1	8	221	187	22	12
Aug. 5	..	292	Burgundia	" 11	..	..	..	..	..
" 17	2	247	Gallia	" 24	2	116	104	9	3
Sept. 10	2	..	Neustria	Sept. 15	1	56	52	4	..
1872 Oct. 1	7	455	Burgundia	Oct. 11	..	..	..	..	..
Nov. 3	4	976	Patria	Nov. 10	1	170	152	14	4
" 12	..	430	Neustria	" 17	..	192	189	3	..
" 26	3	523	Burgundia	Dec. 4	3	254	251	2	1
Dec. 29	..	981	Patria	.....	..	..	..	..	..
22 Trips	26	15648	Totals	13 Trips	77	1257	1139	87	31

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Table XXI.

FABRE LINE.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound I	Westbound III	Steamer	N. O. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	Eastbound I
Apr. 13	..	..	Burgundia	Apr. 25	3	39	27	8	4
July 7	..	550	Olbia	.....	..	..	..	..	..
1 Trip	..	550	Totals	1 Trip	3	39	27	8	4

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Table XXII.

FRANCO-CANADIAN STEAM NAVIGATION

DUNKIRK, BORDEAUX—QUEBEC.

Quebec Arrival	Westbound III	Steamer
May 20	227	Mont Blanc
June 7	393	Roger
July 31	229	Mont Blanc
Aug. 6	83	Louisiana
4 Trips	932	Totals

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Table XXIII.

FRENCH LINE.

New York—Havre.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	Jan. 1	11	15	153	La Normandie	Jan. 4	12	18	98
	" 7	14	23	201	La Champagne	" 11	42	53	113
	" 14	24	36	257	La Gascogne	" 18	38	30	123
	" 21	19	29	254	La Bretagne	" 26	38	30	95
	" 27	16	18	239	La Normandie	Feb. 1	29	28	95
4877	Feb. 4	26	24	278	La Champagne	" 8	61	45	97
	" 11	15	30	336	La Gascogne	" 15	36	97	111
	" 17	23	55	396	La Touraine	" 22	86	75	153
	" 27	36	20	368	La Normandie	Mar. 3	38	48	110
	Mar. 4	24	63	536	La Champagne	" 8	39	47	155
	" 11	41	53	648	L'Aquitaine	" 15	74	53	148
	" 19	32	60	626	La Gascogne	" 22	81	89	164
	" 25	29	68	629	La Touraine	" 29	156	120	176
	Apr. 1	16	87	901	La Bretagne	Apr. 5	47	49	235
	" 8	19	92	686	L'Aquitaine	" 12	49	43	178
	" 15	32	56	963	La Gascogne	" 19	85	71	211
	" 16	..	..	565	St. Germain	.....	..	..	..
	" 22	22	65	585	La Touraine	Apr. 26	160	109	300
4878	" 29	26	115	909	La Bretagne	May 3	116	137	318
	May 6	22	66	918	La Champagne	" 10	85	117	404
	" 13	29	85	929	La Gascogne	" 17	97	136	408
	" 19	17	68	841	L'Aquitaine	" 24	105	161	368
	" 27	39	123	601	La Touraine	" 31	183	132	443
	June 3	6	78	897	La Bretagne	June 7	186	133	444
	" 10	30	37	626	La Gascogne	" 14	142	132	491
	" 17	45	90	560	La Champagne	" 21	235	65	462
	" 24	37	63	427	L'Aquitaine	" 28	146	169	404
	July 1	52	83	217	La Touraine	July 5	231	144	464
	" 8	42	81	739	La Gascogne	" 12	113	154	428

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"	15	56	102	436	La Bretagne	"	19	112	148	293
"	22	89	144	355	La Champagne	"	26	72	73	381
"	28	62	107	536	L'Aquitaine	Aug.	2	98	129	338
Aug.	5	66	121	449	La Touraine	"	9	96	92	370
"	15	97	127	411	La Bretagne	"	18	57	58	293
"	19	90	201	409	La Lorraine	"	23	68	71	307
"	26	144	190	701	L'Aquitaine	"	30	32	79	355
Sept.	2	218	147	458	La Touraine	Sept.	6	62	87	335
"	9	293	84	712	La Bretagne	"	13	39	78	276
"	15	271	131	408	La Lorraine	"	20	42	99	373
"	21	..	157	447	St. Germain	"	28	..	..	..
"	23	187	163	691	La Gascogne	"	27	22	69	295
"	29	177	194	704	L'Aquitaine	Oct.	4	47	63	308
Oct.	7	125	197	445	La Touraine	"	11	50	35	371
"	14	195	203	391	La Lorraine	"	18	45	41	273
"	21	116	216	716	La Bretagne	"	25	30	56	183
"	27	115	179	672	L'Aquitaine	Nov.	1	31	37	294
"	31	..	..	496	St. Germain	"	5	..	..	..
Nov.	5	65	107	499	La Touraine	"	8	37	27	297
"	11	74	120	710	La Champagne	"	15	28	24	295
"	20	152	172	591	L'Aquitaine	"	23	63	38	297
"	25	91	106	518	La Lorraine	"	29	52	16	380
Dec.	2	28	101	755	La Gascogne	Dec.	6	27	26	610
"	9	39	54	523	La Bretagne	"	13	16	35	272
"	17	43	78	488	La Champagne	"	20	25	32	211
"	24	32	63	487	La Normandie	"	29	13	16	130
"	30	34	39	342	La Gascogne	.....		..	..	..
56 Trips		3603	5186	30635	Totals	52 Trips		3874	3914	14733

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Table XXIV.

HAMBURG-AMERICAN LINE.

EXPRESS SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
.....	..	..	..	Furst Bismarck	Mar. 15	151	182	131
.....	..	..	..	Aug. Victoria	Apr. 5	87	70	167
Apr. 6	51	64	18	Kaiser Friedrich	" 13	133	100	22
" 13	39	55	467	Columbia	" 19	100	136	197
" 27	66	86	522	Furst Bismarck	May 3	246	241	413
4883 May 4	91	78	..	Kaiser Friedrich	" 10	292	275	24
" 12	75	82	472	Columbia	" 17	185	169	380
" 18	121	111	670	Aug. Victoria	" 24	263	155	282
" 25	88	140	577	Furst Bismarck	" 31	270	249	373
June 1	139	114	..	Kaiser Friedrich	June 7	402	264	..
" 8	78	65	474	Columbia	" 14	213	167	362
" 15	153	83	385	Aug. Victoria	" 21	328	161	297
" 22	199	177	553	Furst Bismarck	" 28	270	242	360
" 29	127	169	..	Kaiser Friedrich	July 5	423	266	..
July 6	168	153	309	Columbia	" 12	122	193	400
" 12	154	213	77	Deutschland	" 18	291	221	309
" 20	98	192	398	Furst Bismarck	" 26	128	116	402
" 27	188	257	..	Kaiser Friedrich	Aug. 2	187	154	..
4884 Aug. 6	220	438	277	Deutschland	" 8	245	178	320
" 3	66	190	317	Columbia	" 9	24	53	182
" 11	191	146	256	Auguste Victoria	" 16	111	101	370
" 17	214	247	305	Furst Bismarck	" 23	101	94	238
" 24	282	282	..	Kaiser Friedrich	" 30	91	65	..
" 31	259	165	352	Columbia	.....	..	..	..
Sept. 1	396	305	298	Deutschland	Sept. 4	168	109	326
.....	..	..	..	Columbia	" 6	20	59	199
Sept. 7	347	168	342	Auguste Victoria	" 13	75	60	239
" 14	272	257	328	Furst Bismarck	" 20	75	75	212
" 21	381	265	..	Kaiser Friedrich	.....	..	..	..
" 22	447	297	288	Deutschland	Sept. 25	190	100	333
.....	..	..	..	Kaiser Friedrich	" 27	27	42	..

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Sept. 28	196	165	256	Columbia	Oct. 4	46	59	177
Oct. 5	228	162	228	Auguste Victoria	" 11	56	51	141
" 13	387	309	298	Deutschland	" 16	285	128	320
" 12	214	246	219	Furst Bismarck	" 18	48	45	192
" 19	210	265	..	Kaiser Friedrich	" 25	61	76	..
" 26	75	165	342	Columbia	.....	..	..	..
Nov. 3	339	301	286	Deutschland	Nov. 8	277	149	308
" 3	106	163	248	Auguste Victoria	" 15	62	46	91
" 15	106	129	283	Furst Bismarck	.....	..	..	..
Dec. 7	409	284	310	Deutschland	Dec. 12	319	217	288
37 Trips	7180	6988	10155	Totals	37 Trips	6372	5068	8055

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Table XXV.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—HAMBURG.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
.....	..	..	..	Phoenicia	Jan. 6	..	29	37
Jan. 7	..	..	300	Belgravia	" 13	..	1	49
" 13	40	50	658	Pennsylvania	" 20	65	33	119
" 22	19	63	372	Pretoria	" 26	28	30	69
" 28	..	65	692	Palatia	Feb. 3	..	29	37
Feb. 4	27	72	433	Patricia	" 10	47	37	75
" 10	44	73	746	Graf Waldersee	" 17	84	34	108
" 18	..	55	784	Phoenicia	" 24	..	54	61
" 25	42	78	1085	Pennsylvania	Mar. 3	76	54	101
Mar. 5	26	63	988	Pretoria	" 10	24	71	83
" 10	..	77	1360	Palatia	" 17	..	77	44
" 16	23	94	1022	Patricia	" 24	145	147	120
" 23	27	113	1543	Graf Waldersee	" 31	244	150	116
" 30	..	96	2038	Phoenicia	Apr. 7	..	39	69
Apr. 6	..	..	656	Assyria	.....	..	..	..

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	"	6	37	104	1904	Pennsylvania	Apr.	14	121	98	100
	"	16	19	67	1952	Pretoria	"	21	107	138	116
	"	17	..	28	1149	Belgravia	"	24	..	279	31
	"	20	..	60	1169	Palatia	"	28	..	184	79
	"	28	..	28	670	Batavia	May	5	..	254	123
	May	4	33	42	1027	Patricia	"	12	172	144	201
	"	13	62	109	1587	Graf Waldersee	"	19	224	134	360
	"	18	..	78	2078	Phoenicia	"	26	..	175	108
	"	25	73	109	1707	Pennsylvania	June	2	230	144	155
	"	29	..	13	1176	Belgravia	"	5	..	291	65
	June	2	45	78	1805	Pretoria	"	9	227	137	168
	"	5	..	..	196	Hispania	.....		..	..	..
4889	"	7	..	63	2035	Palatia	June	16	..	181	154
	"	12	..	..	868	Batavia	.....		..	..	..
	"	15	67	83	1079	Patricia	June	23	251	145	166
	.....		..	..	..	Batavia	"	26	..	288	89
	June	22	84	88	798	Graf Waldersee	"	30	250	129	263
	"	30	..	79	1370	Phoenicia	July	7	..	197	446
	July	5	171	107	1088	Pennsylvania	"	14	190	130	140
	"	10	..	67	319	Belgravia	"	17	..	156	31
	"	14	44	118	786	Pretoria	"	21	112	114	218
	"	20	..	155	1040	Palatia	"	28	..	58	99
	"	27	74	105	775	Patricia	Aug.	4	88	94	195
	Aug.	3	145	135	806	Graf Waldersee	"	12	136	124	173
	"	12	..	..	551	Bulgaria	"	17	..	..	..
4890	"	22	187	128	377	Pennsylvania	"	25	78	63	133
	"	20	..	259	107	Belgravia	"	28	..	39	50
	"	24	206	145	396	Pretoria	Sept.	1	40	67	135
	"	31	..	112	321	Cap Frio	"	8	..	..	..
	Sept.	6	255	202	563	Patricia	"	15	57	45	120
	"	13	258	196	370	Graf Waldersee	"	22	61	58	157
	"	22	..	263	606	Bulgaria	"	29	..	13	93
	"	27	244	132	381	Pennsylvania	Oct.	6	88	58	188
	Oct.	2	..	264	128	Belgravia	"	9	..	26	34
	"	6	226	138	293	Pretoria	"	13	45	38	93
	"	14	..	106	248	Cap Frio	"	21	..	6	69
	"	19	216	141	484	Patricia	"	27	22	38	116

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"	27	190	136	444	Graf Waldersee	Nov. 3	58	44	205
Nov.	3	..	121	241	Bulgaria	" 10	..	..	62
"	9	93	144	429	Pennsylvania	" 17	56	31	107
"	14	..	..	219	Belgravia	" 20	..	..	40
"	19	79	124	406	Pretoria	" 24	34	56	113
"	28	..	44	300	Cap Frio	Dec. 1	..	23	91
Dec.	2	195	127	499	Patricia	" 8	52	31	100
"	9	97	109	486	Graf Waldersee	" 15	22	26	112
"	21	..	2	341	Bulgaria	" 26	..	..	41
"	23	118	118	402	Pennsylvania	" 29	38	29	71
"	31	33	53	404	Pretoria	.....	..	..	..
61 Trips		3499	5679	49057	Totals	57 Trips	3472	5070	6698

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Table XXVI.

HAMBURG-AMERICAN LINE.

Express Service, New York—Mediterranean.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
.....	..	..	Furst Bismarck	Jan. 3	246	331	312	15	4
.....	..	..	Columbia	" 9	258	241	224	11	6
Jan. 16	42	483	Aug. Victoria	" 25	365	49	42	4	3
Feb. 7	60	756	Furst Bismarck	Feb. 10	355	131	119	6	6
" 12	15	58	Columbia	" 15	231	30	29	..	1
Mar. 12	62	980	Furst Bismarck	.....	..	..	..	..	..
Apr. 2	70	668	Aug. Victoria	.....	..	..	..	..	..
.....	..	..	Columbia	Nov. 7	82	957	887	59	11
.....	..	..	Furst Bismarck	" 17	197	1067	1011	36	20
Dec. 5	50	741	Columbia	Dec. 8	180	878	856	16	6
" 20	79	688	Furst Bismarck	.....	..	..	..	..	..
7 Trips	378	4374	Totals	8 Trips	1914	3684	3480	147	57

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Table XXVII.

HAMBURG-AMERICAN LINE.

REGULAR SERVICE, NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound III	Steamer	N. Y. Departure	Eastbound III	A	C	I
Apr. 21	682	Georgia	Apr. 26	20	17	2	1
May 19	615	Christiania	.....	..	..	..	..
June 12	605	Georgia	.....	..	..	..	..
July 5	575	Christiania	.....	..	..	..	..
4895							
4 Trips	2477	Totals	1 Trip	20	17	2	1

Table XXVIII.

HAMBURG-AMERICAN LINE.

UNION LINE, HAMBURG—NEW YORK.

N. Y. Arrival	Westbound II	III	Steamer	N. Y. Arrival	Westbound II	III	Steamer
Jan. 4	..	229	Barcelona	June 19	..	109	Barcelona
" 22	..	226	Pisa	July 4	..	160	Pisa
4896 Feb. 5	..	298	Albano	" 19	..	163	Albano
" 16	..	345	Italia	Aug. 3	..	199	Milano
Mar. 3	..	356	Barcelona	" 16	6	104	Barcelona
" 14	..	373	Pisa	" 29	5	160	Taormina
" 29	..	620	Albano	Sept. 11	..	103	Albano
Apr. 16	..	595	Milano	" 27	..	184	Milano
" 26	..	259	Barcelona	Oct. 12	..	67	Barcelona
May 11	..	298	Pisa	Nov. 7	..	107	Albano
" 23	..	783	Albano	" 30	..	196	Milano
June 8	..	558	Milano	Dec. 8	..	73	Barcelona
				24 Trips	11	6565	Totals

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Table XXIX.

HAMBURG-AMERICAN LINE.

HANSA LINE, HAMBURG—MONTREAL.

Mont. Arrival	Westbound III	Steamer
Apr. 18	685	Arcadia
May 1	386	Adria
" 17	1217	Assyria
June 1	1031	Arcadia
" 2	446	Hispania
July 3	1184	Assyria
6 Trips	4949	Totals

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Table XXX.

HOLLAND-AMERICA LINE.

New York—Rotterdam, Amsterdam.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	.....	..	..	..	Statendam	Jan. 6	13	15	107
	Jan. 10	..	6	162	Werkendam	" 13	..	16	58
	" 17	..	34	291	Amsterdam	" 22	..	19	32
4901	" 25	29	26	268	Rotterdam	" 30	45	32	90
	" 31	..	21	126	Maasdam	Feb. 3	..	25	39
	Feb. 8	19	25	234	Statendam	" 10	52	24	59
	" 20	..	8	211	Werkendam	" 17	..	22	66
	" 21	..	20	146	Spaarndam	" 24	..	10	60
	" 27	20	67	407	Rotterdam	Mar. 3	49	24	118
	Mar. 5	..	15	271	Maasdam	" 10	..	44	48
	" 11	19	33	383	Statendam	" 17	79	37	104
	" 20	..	13	234	Werkendam	" 24	..	33	61
	" 27	..	18	361	Spaarndam	" 31	..	134	78
	Apr. 2	23	72	802	Rotterdam	Apr. 7	116	51	132
	" 11	..	30	515	Maasdam	" 14	..	110	52
	" 18	..	13	478	Amsterdam	" 21	..	99	95
4902	" 23	31	65	480	Statendam	" 28	211	153	233
	May 1	..	24	170	Spaarndam	May 5	..	92	117
	" 6	35	40	342	Rotterdam	" 12	175	104	221
	" 15	..	43	493	Maasdam	" 19	..	145	135
	" 21	..	21	667	Amsterdam	" 26	..	91	83
	" 28	60	84	831	Potsdam	June 2	222	252	250
	June 3	81	55	1085	Statendam	" 9	201	154	210
	" 11	..	60	588	Spaarndam	" 16	..	166	132
	" 17	33	54	657	Rotterdam	" 23	221	104	254
	" 25	..	84	352	Maasdam	" 30	..	137	120
	July 1	53	75	808	Potsdam	July 7	245	242	439
	" 8	82	108	797	Statendam	" 14	200	153	192

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"	17	..	45	623	Spaarndam	"	21	..	163	113
"	23	35	93	685	Rotterdam	"	28	62	85	182
"	29	..	106	545	Maasdam	Aug.	6	..	116	164
Aug.	7	..	59	566	Amsterdam	"	11	..	62	137
"	12	180	151	830	Statendam	"	18	87	65	292
"	20	..	167	481	Spaarndam	"	25	..	64	125
"	26	214	107	621	Rotterdam	Sept.	1	55	33	150
Sept.	2	..	137	531	Maasdam	"	8	..	68	164
"	10	..	107	524	Amsterdam	"	15	..	30	123
"	16	221	162	1194	Statendam	"	22	53	33	229
"	25	..	167	644	Spaarndam	"	29	..	31	140
"	30	213	117	838	Rotterdam	Oct.	6	57	33	201
Oct.	8	..	143	507	Maasdam	"	13	..	40	89
"	16	..	94	404	Amsterdam	"	20	..	22	106
"	21	166	160	388	Statendam	"	27	40	31	132
"	30	..	144	298	Spaarndam	Nov.	3	..	27	62
Nov.	4	80	155	591	Rotterdam	"	10	19	24	81
"	12	..	146	510	Maasdam	"	17	..	23	49
"	22	..	66	529	Amsterdam	"	25	..	13	94
"	27	156	119	650	Statendam	Dec.	1	30	19	182
Dec.	3	36	60	570	Potsdam	"	8	22	31	275
"	13	..	55	404	Spaarndam	"	16	..	12	63
"	18	29	61	345	Rotterdam	"	22	16	11	174
"	25	..	7	282	Amsterdam	"	29	..	1	20
"	31	10	20	203	Statendam	.....		..	..	..
52 Trips		1825	3762	25922	Totals	52 Trips		2270	3525	6932

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Table XXXI.

INSULAR NAVIGATION COMPANY.

NEW YORK—AZORES—LIBSON.

	N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III
	Feb. 7	3	194	Peninsular	Feb. 15	2	23
	Mar. 28	28	545	Peninsular	Apr. 5	20	76
	May 26	30	546	Peninsular	June 2	29	58
	July 19	28	578	Peninsular	July 27	29	101
4907	Sept. 3	36	525	Peninsular	Sept. 12	21	158
	Oct. 28	15	286	Peninsular*	Nov. 10	12	187
	Dec. 26	11	55	Peninsular	.....	..	..
	7 Trips	151	2729	Totals	6 Trips	113	603

* Westbound passengers of this steamer landed at New Bedford, Mass.

Table XXXII.

LEYLAND LINE.

BOSTON—LIVERPOOL.

	Boston Arrival	Westbound I	Steamer	Boston Departure	Eastbound I
4908	.....	..	Armenian	Jan. 5	5
	Jan. 2	2	Lancastrian	" 10	..
	" 29	2	Philadelphian	Feb. 2	3
	Feb. 6	3	Lancastrian	" 10	2
	" 14	..	Cestrian	" 24	3
	Mar. 2	7	Georgian	Mar. 7	..
	" 9	2	Lancastrian	" 14	5
	" 24	..	Cestrian	" 30	8
	Apr. 5	2	Georgian	.....	..

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" 12	1	Lancastrian	Apr. 17	5	
" 24	16	Cestrian	May 1	29	
May 15	3	Lancastrian	" 19	2	
" 27	19	Cestrian	June 1	43	
June 18	..	Lancastrian	" 21	3	
" 21	..	Iberian	" 27	17	
" 27	..	Winifredian	July 3	122	
July 16	5	Lancastrian	" 21	5	
" 24	3	Iberian	" 29	8	
" 30	42	Winifredian	Aug. 4	52	
Aug. 4	21	Cestrian	" 10	16	
" 14	4	Lancastrian	" 21	2	
" 28	2	Columbian	Sept. 1	..	4910
" 31	120	Winifredian	" 7	31	
Sept. 4	44	Cestrian	" 12	19	
" 19	97	Bohemian	" 26	10	
" 26	103	Devonian	Oct. 3	34	
Oct. 3	107	Winifredian	" 10	49	
" 9	36	Cestrian	" 17	6	
" 17	1	Lancastrian	" 24	..	
" 24	35	Bohemian	" 31	11	
" 30	28	Devonian	Nov. 7	8	
Nov. 7	33	Winifredian	" 14	23	
" 14	5	Cestrian	" 21	6	
" 27	11	Bohemian	Dec. 5	4	
Dec. 7	12	Devonian	" 13	3	4911
" 13	10	Winifredian	" 19	2	
" 21	5	Cestrian	" 27	7	
32 Trips	802	Totals	32 Trips	543	

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Table XXXIII.

LEYLAND LINE.

NEW YORK—LIVERPOOL.

N. Y. Westbound Arrival	I	Steamer	N. Y. Eastbound Departure	I
Apr. 11	..	Philadelphian	Apr. 15	1
June 12	..	Philadelphian	June 19	2
" 30	..	Cestrian	July 7	46
Aug. 26	18	Caledonian	Sept. 1	..
4913 Sept. 1	9	Iberian	" 8	..
" 8	5	Georgian	" 15	..
" 23	4	Philadelphian	" 29	..
" 30	15	Caledonian	Oct. 6	..
Oct. 7	..	Iberian	" 13	2
" 27	3	Philadelphian	Nov. 1	2
Dec. 20	..	Iberian	Dec. 22	2
6 Trips	54	Totals	6 Trips	55

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Table XXXIV.

LINHA DE VAPORES PORTUGUEZES.

NEW YORK—AZORES—LISBON.

N. Y. Arrival	Westbound I	III		N. Y. Departure	Eastbound I	III	
Jan. 11	..	..	Oevenum	Jan. 16	..	4	
" 23	1	192	Dona Maria	" 28	..	8	
Mar. 23	5	140	Oevenum				
" 27	27	568	Dona Maria	Mar. 31	..	34	4916
May 14	2	170	Oevenum				
" 14	23	528	Dona Maria	May 21	6	95	
Oct. 26	24	446	Dona Maria				
Nov. 6	..	..	Dona Amelia	Nov. 14	1	7	
Dec. 7	3	57	Dona Maria	Dec. 12	..	32	
7 Trips	85	2101	Totals	6 Trips	7	180	

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Table XXXV.

NAVIGAZIONE GENERALE ITALIANA.

NEW YORK—MEDITERRANEAN.

N. Y. Arrival	Westbound I	III	Steamer	N. Y. Departure	Eastbound I	III	A	C	I
Jan. 8	1	877	Sempione	Jan. 18	..	113	87	18	8
Feb. 6	21	769	Archimede	Feb. 27	5	73	67	4	2
Mar. 16	5	870	Marco Minghetti	Mar. 22	7	113	80	21	12
Apr. 5	2	1245	Manilla	Apr. 11	10	64	53	10	1
1919 " 23	3	875	Archimede	May 2	38	113	89	18	6
May 10	..	1086	Sempione	" 16	..	64	55	6	3
" 15	7	927	Marco Minghetti	" 23	23	159	127	17	15
" 29	5	1203	Manilla	June 6	28	182	159	14	9
June 8	10	919	Vincenzo Florio	" 13	23	108	83	17	8
" 25	28	894	Archimede	July 4	58	257	215	30	12
July 9	..	1131	Sempione	" 18	..	277	234	27	16
Aug. 6	11	885	Archimede	Aug. 9	17	344	264	56	24
" 26	36	777	Vincenzo Florio	Sept. 5	21	440	363	53	24
Sept. 17	41	924	Archimede	" 26	5	485	390	64	31
Oct. 8	55	1165	Manilla	Oct. 17	4	589	510	48	31
" 28	32	940	Vincenzo Florio	Nov. 7	7	535	473	40	22
Nov. 19	12	915	Archimede	" 28	6	571	540	18	13
1920 Dec. 17	16	861	Vincenzo Florio	Dec. 22	13	237	231	6	..
18 Trips	285	17263	Totals	18 Trips	265	4724	4020	467	237

Table XXXVI.

NAVIGAZIONE GENERALE ITALIANA.

NEW ORLEANS—MEDITERRANEAN.

N. O. Arrival	Westbound III	Steamer	N. O. Departure	Eastbound I	III
Oct. 20	1133	Sempione	Nov. 5	3	17

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Table XXXVII.

NORTH GERMAN LLOYD.

EXPRESS SERVICE, NEW YORK—BREMEN.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
				K. Wm. der Grosse	Jan. 4	278	145	191
Jan. 11	81	32	286	Trave	" 16	51	76	138
" 18	62	43	305	Lahn	" 22	50	62	116
" 28	34	45	431	Aller	" 30	31	44	122
Feb. 2	47	58	446	Saale	Feb. 6	38	69	186
" 9	53	34	472	Trave				
" 15	63	79	431	Lahn	" 20	95	81	295
" 23	48	64	552	Aller				
Mar. 2	51	36	449	Saale	Mar. 6	47	59	239
" 7	262	195	612	K. Wm. der Grosse	" 13	343	180	516
" 15	68	77	633	Lahn	" 20	97	128	327
" 22	72	74	371	Kn. M. Theresia	" 27	165	162	341
" 29	40	40	473	Saale	Apr. 3	27	61	339
Apr. 4	253	189	628	K. Wm. der Grosse	" 10	420	257	415
" 12	41	69	570	Lahn	" 17	83	113	149
" 20	45	72	390	Kn. M. Theresia	" 24	169	152	392
" 26	24	25	161	Saale	May 1	99	95	262
May 1	275	177	640	K. Wm. der Grosse	" 8	424	330	726
" 10	53	73	632	Lahn	" 15	130	112	420
" 16	79	77	409	Kn. M. Theresia	" 22	178	141	436
" 24	53	59	478	Saale	" 29	133	105	271
" 29	357	217	642	K. Wm. der Grosse	June 5	442	344	694
June 7	62	74	638	Lahn	" 12	144	116	393
				Trave	" 16	147	..	..
" 13	110	69	394	Kn. M. Theresia	" 19	236	155	477
" 22	107	47	243	Saale				
" 26	426	327	617	K. Wm. der Grosse	July 3	437	336	329
July 5	126	111	435	Lahn	" 10	150	113	441
" 4	76	6	..	Trave	" 28	..	..	..
" 11	153	104	409	Kn. M. Theresia	" 17	154	132	382

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"	31	386	340	606	K. Wm. der Grosse	Aug. 7	249	112	720
Aug.	9	77	122	450	Lahn	" 14	52	111	307
"	15	188	157	360	Kn. M. Theresia	" 21	71	106	434
"	18	..	467	..	Trave	" 20	..	..	..
"	28	405	..	..	Aller	Sept. 1	22	19	..
"	28	446	368	641	K. Wm. der Grosse	" 4	184	113	659
Sept.	6	160	137	615	Lahn	" 11	35	77	344
"	7	511	..	..	Trave	" 15	14	36	95
"	12	296	155	448	Kn. M. Theresia	" 18	38	54	396
"	24	205	107	270	Aller	" 27	11	28	183
"	26	464	361	655	K. Wm. der Grosse	Oct. 2	236	106	637
Oct.	4	130	136	681	Lahn	" 9	30	36	169
4925 "	9	128	126	248	Trave	" 13	13	10	21
"	11	208	165	464	Kn. M. Theresia	" 16	24	44	88
"	19	89	139	487	Aller				
"	24	450	330	684	K. Wm. der Grosse	" 30	149	125	383
Nov.	1	75	155	395	Lahn	Nov. 6	14	30	107
"	8	123	236	471	Kn. M. Theresia	" 13	45	39	122
"	15	67	127	607	Trave	" 20	32	42	94
"	23	325	328	673	K. Wm. der Grosse	" 27	183	128	376
Dec.	6	53	92	482	Lahn	Dec. 11	24	62	154
"	20	434	256	641	K. Wm. der Grosse				
"	28	37	46	336	Trave				
51 Trips		8378	6823	22961	Totals	45 Trips	5094	4846	13886

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Table XXXVIII.

NORTH GERMAN LLOYD.

Regular Service, New York—Bremen.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
.....	..	..	..	H. H. Meier	Jan. 6	..	11	20
Jan. 5	..	63	312	Darmstadt	" 11	..	8	28
" 13	..	11	279	Willehad	" 18	..	9	56
" 21	..	26	342	Gera	" 25	..	6	35
" 29	2	31	503	Rhein	Feb. 2	4	8	39
Feb. 2	..	15	556	Dresden	.....	..	..	..
" 9	..	26	412	H. H. Meier	Feb. 15	..	18	68
" 15	..	21	424	Darmstadt	" 22	..	5	56
" 25	..	32	456	Munchen	.....	..	..	..
Mar. 7	..	..	1451	Rhein	Mar. 13	10	6	..
" 7	11	46	832	Bremen	" 15	56	42	61
" 15	..	32	876	H. H. Meier	" 22	..	33	74
" 22	..	34	726	Darmstadt	" 29	..	70	100
" 28	16	75	669	Friedrich der Grosse	Apr. 5	111	55	59
Apr. 5	..	29	627	Munchen	.....	..	..	..
" 13	..	58	1096	Rhein	Apr. 19	66	160	62
" 18	43	67	445	Bremen	" 26	180	139	180
" 24	7	56	274	Koenigin Luise	May 3	185	137	256
May 1	28	68	698	Friedrich der Grosse	" 10	199	135	651
" 12	22	69	1350	Main	" 17	94	155	145
" 16	40	82	968	Grosser Kurfurst	" 24	288	191	373
" 23	34	63	1329	Bremen	" 31	222	134	117
" 31	59	89	969	Barbarossa	June 7	202	125	674
June 5	53	56	1276	Koenigin Luise	" 14	211	126	185
" 12	67	65	998	Friedrich der Grosse	" 21	235	131	449
" 20	71	60	505	Grosser Kurfurst	" 28	310	192	178
" 25	..	..	366	Main	.....	..	..	..
" 27	132	85	410	Bremen	.....	..	..	..

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July 4	85	82	1101	Barbarossa	July 12	206	125	123
" 10	179	124	427	Koenigin Luise	" 19	157	130	166
" 17	106	120	575	Friedrich der Grosse	" 26	151	94	197
" 31	281	221	1294	Grosser Kurfurst	Aug. 2	132	57	363
Aug. 3	..	19	690	Roland	.....	..	..	..
" 8	150	210	764	Barbarossa	Aug. 16	64	105	84
" 15	168	127	613	Koenigin Luise	" 23	54	69	76
" 24	239	229	707	Friedrich der Grosse	" 30	59	41	179
" 28	384	287	932	Grosser Kurfust	Sept. 6	58	75	133
Sept. 13	283	229	1103	Barbarossa	" 20	40	54	71
" 20	181	206	701	Princess Irene	" 29	17	49	70
" 26	299	248	1045	Friedrich der Grosse	Oct. 4	34	57	132
4931 Oct. 2	389	300	1267	Grosser Kurfurst	" 11	60	57	58
" 14	..	..	670	Bonn	" 18	..	..	37
" 26	..	17	451	Trier	" 31	..	..	..
" 29	..	105	1335	Weimar	Nov. 2	..	..	..
Nov. 1	200	239	621	Friedrich der Grosse	" 8	35	21	108
" 11	..	242	805	Pr. Regent Luitpold	" 16	..	22	48
" 23	..	..	918	Bonn	.....	..	..	..
" 30	..	28	666	Mainz	Dec. 3	..	7	21
Dec. 3	..	81	1510	Weimar	" 7	..	21	125
" 7	56	120	1718	Friedrich der Grosse	" 13	5	29	221
" 22	..	38	1604	H. H. Meier	" 27	..	12	48
" 28	..	17	1073	Oldenburg	.....	..	..	..
4932 51 Trips	3585	4548	41739	Totals	42 Trips	3445	2921	6126

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Table XXXIX.

NORTH GERMAN LLOYD.

New York—Mediterranean.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastward I	III	A	C	I
Jan. 4	20	3	156	Ems	Jan. 20	101	189	179	7	3
" 24	60	26	346	Kaiser Wm. II	" 27	225	143	120	19	4
Feb. 1	21	19	224	Werra	Feb. 3	115	116	103	10	3
.....	..	..	..	Trave	" 17	110	81	67	12	2
.....	..	..	..	Aller	" 26	117	66	63	1	2
Feb. 22	13	32	729	Ems	" 28	124	31	27	3	1
Mar. 2	65	16	778	Kaiser Wm. II	Mar. 3	216	49	42	5	2
" 7	12	11	731	Werra	" 10	157	127	109	13	5
" 20	25	27	776	Trave	" 24	197	146	127	9	10
" 28	38	27	790	Aller	" 31	182	159	142	10	7
Apr. 4	49	..	910	Ems	Apr. 7	151	141	124	9	8
" 12	44	..	964	Werra	" 15	152	95	79	13	3
" 19	104	73	844	Kaiser Wm. II	" 22	238	153	135	11	7
" 24	27	22	787	Trave	" 28	186	167	133	22	12
May 1	47	44	794	Aller	May 5	192	225	186	24	15
" 9	43	..	908	Ems	" 12	178	150	133	15	2
" 17	22	..	933	Werra	" 19	185	237	194	36	7
" 24	62	87	844	Kaiser Wm. II	June 2	284	427	360	53	14
" 29	32	33	792	Trave	.....	..	..	..	..	..
June 6	35	15	826	Aller	.....	..	..	..	..	..
" 13	50	..	936	Ems	June 16	185	385	321	44	20
" 20	34	..	954	Werra	" 23	180	317	266	36	15
.....	..	..	..	Aller	" 30	175	199	175	20	4
July 5	60	80	811	Kaiser Wm. II	July 8	279	505	428	54	23
" 18	45	..	947	Ems	" 22	57	542	465	53	24
Aug. 2	50	..	943	Werra	Aug. 4	62	539	449	60	30
" 5	16	62	525	Aller	" 11	..	..	..	..	..
" 16	31	29	857	Kaiser Wm. II	" 19	47	642	535	75	32

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" 29	132	58	810	Ems	Sept. 2	38	725	604	89	32
Sept. 13	176	..	807	Werra	" 15	31	675	573	70	32
" 20	219	5	860	Kaiser Wm. II	" 22	57	636	544	71	21
Oct. 3	115	65	820	Ems	Oct. 6	80	828	755	56	17
.....	..	..	..	Aller	" 22	62	725	668	40	17
Oct. 20	104	61	793	Werra	" 27	56	546	517	22	7
Nov. 3	147	60	893	Kaiser Wm. II	Nov. 10	119	448	422	20	6
" 8	37	36	790	Ems	" 20	..	..	..	..	..
" 21	49	26	858	Aller	" 28	35	745	728	11	6
" 29	39	34	699	Werra	Dec. 1	35	1032	997	21	14
Dec. 16	114	48	654	Kaiser Wm. II	" 18	108	804	766	24	14
" 26	50	41	355	Aller	" 29	36	230	224	5	1
36 Trips	2187	1040	27444	Totals	36 Trips	4752	13225	11760	1043	422

Table XL.

NORTH GERMAN LLOYD.

Baltimore—Bremen.

Balt. Arrival	Westbound I	II	III	Steamer	Balt. Departure	Eastbound I	II	III
Jan. 6	..	12	466	Koln	Jan. 10	..	3	18
" 11	..	2	202	Munchen	" 17	..	5	17
" 27	..	6	416	Hannover*	Feb. 4	..	4	12
Feb. 5	..	2	392	Dresden	" 8	..	6	21
" 10	..	1	417	Roland	" 14	..	4	16
" 14	..	10	586	Koln	" 21	..	3	23
" 28	..	6	674	Munchen	Mar. 3	..	10	15
Mar. 13	..	..	336	Borkum				
" 14	..	33	1042	Hannover	" 21	..	24	45
" 23	..	..	783	Roland	" 28	..	5	35
" 28	..	16	1045	Koln	Apr. 4	..	6	18
Apr. 8	..	9	819	Munchen	" 11	..	16	32
" 13	..	..	758	Halle				
" 14	..	11	1066	Frankfurt	" 19	..	10	25

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" 21	..	7	744	H. H. Meier	May 1	..	76	..	
" 25	..	24	757	Hannover	" 2	..	29	96	
May 11	..	..	912	Roland	" 16	..	8	147	
" 19	..	38	1608	Rhein	" 24	106	121	133	
" 23	..	23	775	Frankfurt	" 31	..	30	73	
" 31	..	25	1086	H. H. Meier	June 6	..	101	123	
June 7	..	24	1077	Hannover	" 13	..	46	104	
" 21	..	..	464	Roland	" 24	..	8	..	
" 26	..	..	222	Dresden	" 29	..	86	87	
" 27	8	32	176	Rhein	July 5	237	92	168	
July 11	..	55	291	H. H. Meier	" 17	..	50	106	
" 18	..	24	404	Hannover	" 28	..	23	109	
				Roland	Aug. 13	..	14	133	4940
Sept. 1	..	55	401	Mainz	Sept. 8	..	24	172	
" 2	..	2	219	Helgoland					
" 15	..	170	225	Coblenz	" 20	..	18	95	
" 30	..	98	116	Borkum					
Oct. 16	..	91	423	Mainz	Oct. 20	..	14	110	
" 26	..	69	482	Coblenz	" 31	..	9	95	
				Bonn	Dec. 1	..	..	52	
Dec. 10	..	25	328	Coblenz*	" 16	..	10	31	
33 Trips	8	870	19712	Totals	31 Trips	343	855	2111	

*Westbound passengers of these steamers landed at Philadelphia.

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Table XLI.

NORTH GERMAN LLOYD.

GALVESTON—BREMEN.

Galv. Arrival	Westbound II	Westbound III	Steamer	Galv. Departure	Eastbound II	Eastbound III
			Roland	Jan. 1	1	5
Jan. 22	3	85	Maria Rickmers	Feb. 2	..	36
Feb. 19	1	65	Halle	" 27	17	22
Mar. 7	4	105	Helgoland	Apr. 3	31	52
4943 Apr. 21	10	140	Halle	" 27	33	97
May 23	4	110	Helgoland	June 2	37	76
June 11	3	210	Halle	" 21	36	49
July 19	19	128	Borkum			
Sept. 17	20	130	Helgoland			
Oct. 14	14	129	Borkum			
9 Trips	78	1102	Totals	7 Trips	155	337

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Table XLII.

PRINCE LINE.

NEW YORK—MEDITERRANEAN VIA AZORES.

N. Y. Arrival	Westbound I	Westbound III	Steamer	N. Y. Departure	Eastbound I	Eastbound III	Eastbound A	Eastbound C	For Azores I	For Azores	
			Spartan Prince	Jan. 3	22	142	118	7	4	13	
Jan. 25	10	506	Tartar Prince	Feb. 3	32	49	33	6	2	8	
Feb. 7	4	334	Trojan Prince	" 13	24	33	28	2	3	..	4946
Mar. 5	13	945	Spartan Prince	Mar. 10	42	58	36	..	..	22	
" 25	11	1047	Tartar Prince	" 31	37	68	37	10	3	18	
Apr. 13	4	1025	Trojan Prince	Apr. 21	31	110	54	4	7	45	
May 6	10	1049	Spartan Prince	May 12	48	108	49	12	5	42	
" 27	2	1071	Tartar Prince	June 2	45	77	59	7	5	6	
June 17	16	1070	Trojan Prince	" 23	45	168	87	28	12	41	
July 6	18	1065	Spartan Prince	July 14	46	168	130	4	4	30	
" 26	9	867	Tartar Prince	Aug. 4	18	190	100	20	2	68	
Aug. 16	12	650	Trojan Prince	" 25	26	266	180	18	2	66	
Sept. 9	44	751	Spartan Prince	Sept. 15	5	160	118	16	6	20	
Oct. 2	39	640	Tartar Prince	Oct. 9	12	440	320	27	7	86	
" 18	30	620	Trojan Prince	" 27	29	320	248	13	5	54	
Nov. 12	13	852	Spartan Prince	Nov. 24	33	772	694	12	5	61	4947
" 27	7	469	Tartar Prince	Dec. 1	11	542	489	6	2	45	
Dec. 21	4	896	Trojan Prince	" 27	13	97	85	3	2	7	
17 Trips	246	13857	Totals	18 Trips	519	3768	2865	195	76	632	

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Table XLIII.

RED STAR LINE.

New York—Antwerp.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	.....	..	..	..	Kensington	Jan. 3	..	43	133
	Jan. 5	4	14	263	Noordland	" 10	5	18	117
	" 15	..	..	223	Aragonia	" 18	..	..	42
	" 18	4	24	441	Friesland	" 24	22	31	72
	" 26	..	21	294	Southwark	" 31	..	24	66
4949	Feb. 1	4	26	405	Westernland	Feb. 7	7	6	56
	" 7	..	35	437	Kensington	" 14	..	63	115
	" 14	3	14	463	Noordland	" 21	8	17	79
	" 21	5	29	558	Friesland	" 28	51	40	121
	Mar. 1	..	30	765	Southwark	Mar. 7	..	64	62
	" 7	10	20	589	Westernland	" 14	18	18	41
	" 13	..	63	705	Kensington	" 21	..	224	135
	" 21	2	22	581	Noordland	" 28	50	81	79
	" 27	11	71	725	Friesland	Apr. 4	35	46	90
	Apr. 5	..	66	806	Southwark	" 11	..	45	66
	" 11	4	39	1085	Westernland	" 18	67	100	87
	" 18	..	81	603	Kensington	" 25	..	205	175
	" 23	4	22	412	Noordland	May 2	19	74	140
4950	May 1	14	36	378	Friesland	" 9	90	93	160
	" 8	..	69	776	Southwark	" 16	..	102	218
	" 16	15	57	979	Westernland	" 23	81	119	169
	" 22	..	123	854	Kensington	" 30	..	263	388
	" 31	1	51	1119	Noordland	June 6	138	69	176
	June 5	27	101	932	Friesland	" 13	154	114	220
	" 12	..	106	796	Southwark	" 20	..	204	391
	" 19	14	31	398	Westernland	" 27	142	66	200
	" 27	..	180	831	Kensington	July 4	..	242	666
	July 5	24	63	712	Noordland	" 11	123	70	134
	" 10	42	82	661	Friesland	" 18	65	116'	162
	" 17	..	182	707	Southwark	" 25	..	111	160

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" 25	68	123	601	Westernland	Aug. 1	103	100	251	
Aug. 1	..	242	749	Kensington	" 8	..	134	204	
" 11	..	..	226	Aragonia	" 15	..	..	69	
" 15	93	100	776	Noordland	" 22	17	29	118	
" 21	128	133	507	Friesland	" 29	21	38	144	
" 28	..	205	856	Southwark	Sept. 5	..	69	115	
Sept. 4	144	77	861	Westernland	" 12	8	18	120	
" 11	..	272	878	Kensington	" 19	..	63	137	
" 19	123	87	711	Noordland	" 26	15	16	180	
" 25	171	114	680	Friesland	Oct. 3	29	38	111	
Oct. 2	..	194	700	Southwark	" 10	..	82	162	
" 10	94	121	456	Westernland	" 17	18	37	188	
" 16	..	246	721	Kensington	" 24	..	38	261	4952
" 25	28	104	389	Noordland	" 31	7	7	139	
" 30	55	64	397	Friesland	Nov. 7	38	63	274	
Nov. 8	..	45	633	Southwark	" 14	..	32	231	
" 14	40	94	399	Westernland	" 21	9	10	266	
" 22	..	193	450	Kensington	" 28	..	89	284	
" 30	22	47	412	Noordland	Dec. 5	4	15	327	
Dec. 13	..	107	684	Southwark	" 19	..	51	296	
" 20	107	74	423	Vaderland	" 26	14	21	181	
50 Trips	1261	4300	31007	Totals	51 Trips	1358	3618	8778	

4953

4954 *Petitioner's Exhibit 215*

Table XLIV.

RED STAR LINE.

PHILADELPHIA—ANTWERP.

	Phila. Arrival	Westbound III	Steamer	Phila Departure	Eastbound III
	Jan. 28	201	Nederland	Jan. 31	5
	Feb. 10	238	Switzerland	Feb. 14	4
	" 24	221	Aragonia	" 28	4
4955	Mar. 7	254	Nederland	Mar. 14	2
	" 21	334	Switzerland	" 28	16
	Apr. 6	215	Aragonia	Apr. 11	4
	" 20	361	Nederland	" 25	19
	May 2	147	Switzerland	May 9	31
	" 18	229	Aragonia	" 23	30
	" 31	495	Nederland	June 6	41
	June 14	518	Switzerland	" 20	32
	" 29	214	Aragonia	July 4	32
	July 12	247	Nederland	" 18	15
	Aug. 1	203	Switzerland	Aug. 8	25
	" 29	238	Nederland	Sept. 5	20
	Sept. 20	262	Switzerland	" 26	10
4956	Oct. 11	164	Nederland	Oct. 17	25
	" 31	149	Switzerland	Nov. 7	15
	Nov. 23	127	Nederland	" 28	15
	Dec. 14	134	Switzerland	Dec. 19	18
	20 Trips	4951	Totals	20 Trips	363

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Table XLV.

SCANDINAVIAN-AMERICAN LINE.

New York—Scandinavian Ports.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III	
Jan. 1	..	14	59	Thingvalla	Jan. 6	..	2	19	
" 13	..	6	32	Norge	" 20	..	5	25	
Feb. 7	..	23	46	Hekla	Feb. 10	..	8	26	
" 9	..	25	86	Island	" 17	..	11	17	4958
" 27	..	14	74	Thingvalla	Mar. 3	..	10	36	
Mar. 10	4	22	124	Norge	" 17	..	13	31	
" 24	4	32	286	Hekla	" 31	11	20	63	
Apr. 8	2	25	201	Island	Apr. 14	13	29	70	
" 24	12	12	240	Thingvalla	" 28	37	41	54	
May 4	5	33	394	Norge	May 12	14	34	235	
" 19	10	27	378	Hekla	" 26	42	76	210	
June 2	11	26	270	Island	June 9	28	30	133	
" 17	8	11	186	Thingvalla	" 23	27	29	131	
" 30	3	21	223	Norge	July 7	14	36	209	
July 14	14	40	176	Hekla	" 21	36	37	148	
" 27	7	29	169	Island	Aug. 9	10	35	130	
Aug. 25	14	55	290	Norge	Sept. 1	11	31	117	4959
Sept. 7	37	55	351	Hekla	" 15	5	10	107	
" 23	41	55	231	Island	" 29	9	13	57	
Oct. 6	14	37	313	Norge	Oct. 13	3	21	82	
" 28	43	42	223	Hekla	Nov. 3	8	9	67	
Nov. 11	17	41	126	Island	" 17	1	17	71	
" 24	6	27	121	Norge	Dec. 1	8	43	140	
Dec. 15	..	28	119	Hekla	" 22	..	13	17	
24 Trips	252	700	4718	Totals	24 Trips	277	573	2195	

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Table XLVI.

WHITE STAR LINE.

New York—Liverpool.

	N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound I	II	III
	.....	..	..	..	Germanic	Jan. 6	96	..	159
	Jan. 17	129	139	257	Oceanic	" 24	210	116	222
	" 24	111	130	203	Teutonic	Feb. 3	123	67	108
4961	Feb. 3	59	..	237	Germanic	" 7	42	..	63
	" 14	170	182	494	Oceanic	" 21	217	78	172
	" 22	152	110	523	Teutonic	" 28	208	105	142
	Mar. 2	112	..	363	Germanic	Mar. 7	94	..	100
	" 14	219	193	981	Oceanic	" 21	237	141	265
	" 21	110	152	609	Teutonic	" 28	214	187	200
	" 30	81	..	814	Germanic	Apr. 4	133	..	224
	Apr. 11	233	252	1172	Oceanic	" 18	283	130	477
	" 18	191	144	1027	Teutonic	" 25	255	179	282
	" 27	73	..	846	Germanic	May 2	163	..	214
	May 9	245	256	1152	Oceanic	" 16	340	252	1123
	" 16	156	137	1027	Teutonic	" 23	273	181	572
	" 24	57	..	849	Germanic	" 30	168	..	307
	" 30	136	166	1007	Majestic	June 6	271	172	874
4962	June 4	20	..	1261	Cymric	" 12	124	..	159
	" 6	294	181	628	Oceanic	" 13	357	249	1000
	" 14	191	124	490	Teutonic	" 20	300	176	712
	" 22	85	..	377	Germanic	" 27	175	..	401
	" 27	198	196	435	Majestic	July 4	279	164	707
	July 4	291	215	505	Oceanic	" 11	321	248	969
	" 9	47	..	256	Cymric	" 18	134	..	371
	" 19	130	..	495	Germanic	" 25	116	..	345
	" 25	231	193	318	Majestic	Aug. 1	278	202	448
	Aug. 1	254	254	773	Oceanic	" 8	206	254	512
	" 9	254	194	392	Teutonic	" 15	143	155	229

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"	13	125	..	248	Cymric	"	21	51	..	66
"	16	172	..	269	Germanic	"	22	86	..	125
"	22	288	176	646	Majestic	"	29	129	131	256
"	29	391	250	1206	Oceanic	Sept.	5	173	158	470
Sept.	5	289	175	840	Teutonic	"	12	118	115	189
"	13	185	..	453	Germanic	"	19	63	..	187
"	17	140	..	491	Cymric	"	25	31	..	72
"	20	292	177	954	Majestic	"	26	92	111	178
"	26	412	251	1210	Oceanic	Oct.	2	184	130	273
Oct.	4	281	174	987	Teutonic	"	10	184	112	217
"	12	164	..	626	Germanic	"	17	58	..	163
"	18	242	191	594	Majestic	"	24	129	95	242
"	22	138	..	348	Cymric	"	30	21	..	32
"	24	333	252	833	Oceanic	"	31	202	97	262
"	31	212	210	416	Teutonic	Nov.	7	86	100	259
Nov.	8	141	..	222	Germanic	"	14	26	..	125
"	15	223	208	302	Majestic	"	21	115	126	210
"	21	295	180	288	Oceanic	"	28	288	109	583
"	26	52	..	145	Cymric	Dec.	4	34	..	197
"	29	161	113	172	Teutonic	"	5	148	129	359
Dec.	7	58	..	261	Germanic	"	12	75	..	251
"	14	200	154	203	Majestic	"	19	99	79	154
"	27	117	81	160	Teutonic	.....		..	..	..
50 Trips		9140	5810	29365	Totals	50 Trips		8152	4548	16227

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4966 *Petitioner's Exhibit 215*

Table XLVII.

WILSON LINE.

New York-Hull.

	N. Y. Arrival	Westbound I	Steamer	N. Y. Departure	Eastbound I
	Mar. 17	..	Buffalo	Mar. 24	4
	Apr. 7	..	Colorado	Apr. 14	2
	" 29	..	Buffalo	May 5	19
	May 23	..	Colorado	" 26	20
4967	June 14	2	Buffalo	June 17	25
	July 1	..	Colorado	July 7	21
	" 20	..	Buffalo	" 28	18
	Aug. 4	3	Ontario	Aug. 11	..
	" 13	5	Colorado	" 18	12
	" 18	7	Consuelo	" 25	2
	Sept. 1	19	Buffalo	Sept. 8	..
	" 9	9	Toronto	" 15	..
	" 21	21	Colorado	" 28	1
	" 28	12	Consuelo	Oct. 6	3
	Oct. 13	22	Buffalo	" 20	..
	" 27	4	Toronto	Nov. 3	..
	Nov. 2	12	Colorado	" 10	..
4968	" 11	1	Consuelo	" 17	1
	Dec. 23	2	Consuelo	Dec. 29	..
	13 Trips	119	Totals	12 Trips	128

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Table XLVIII.

MISCELLANEOUS TABLE.

MEDITERRANEAN-NEW YORK.

N. Y. Arrival	Westbound I	II	III	Steamer	N. Y. Departure	Eastbound III
June 11	..	..	3	Leon XIII*	.....	..
" 12	2	..	1209	Gran Antilla	June 16	14
July 11	..	..	3	Montserrat*	.....	..
Aug. 10	3	..	14	Leon XIII*	.....	..
Sept. 10	23	..	9	Montserrat*	.....	..
Oct. 12	3	9	225	Leon XIII*	.....	..
Nov. 10	..	..	39	Montserrat*	.....	..
Dec. 14	4	..	25	Leon XIII*	.....	..
8 Trips	35	9	1527	Totals	1 Trip	14

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*Of Compagnia Transatlantic of Barcelona—Unofficial figures, known to be incomplete, but official returns refused by that Line.

Petitioner's Exhibit 216, Marked for Identification. 4971

Minutes of Standing Complaint Committee, The Continental Conference.

4972 **Petitioner's Exhibit 217.**

Circular No. 1.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

Composed of

THE ALLAN LINE.
Montreal—Liverpool.
Glasgow-Boston.

THE ALLAN-STATE LINE.
New York—Glasgow.

THE AMERICAN LINE.
4973 New York—Southampton.
Philadelphia—Liverpool.

THE ANCHOR LINE.
New York—Glasgow.

THE BEAVER LINE.
Montreal—Liverpool.

THE CUNARD LINE.
New York—Liverpool.
Boston—Liverpool.

DOMINION LINE.
Montreal-Liverpool.

THE THINGVALLA LINE.
New York—Copenhagen.

THE WHITE STAR LINE.
New York—Liverpool.

RULES AND REGULATIONS OF THE CONFERENCE RELATING TO STEERAGE PASSAGES.

To all Agents.

4974 Dear Sirs:—The above Steamship Lines, composing this Conference, have adopted the following Rules and Regulations for the conduct of the steerage business, all of which will be rigidly enforced in spirit as well as letter. Agents will please report any violation of the Rules and Regulations that may come to their knowledge, *with proof*, to the Secretary, No. 5 Bowling Green, New York.

Petitioner's Exhibit 217 4975

Rates for Steerage Passage.

The rates to be charged for steerage passage, shall be those rates which appear on the official circulars and rate sheets, as issued from time to time, by each of the Steamship Lines, members of the Conference.

Children one year old, and under 12 years of age, shall be charged half rates.

Infants under 12 months:

	Outward (Eastbound).	Prepaid (Westbound).
On British business,	Free.	$3.00
On Continental business,	2.00	2.00
On Scandinavin business,	3.00	3.00
On Finnish business,	3.00	3.00

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Commission on all Steerage Business (which shall cover all charges of every nature) by all Lines:

$2.00 per adult.
1.00 for each child.
.50 for each infant (when paid for), excepting that for Infant Continental business no commission is allowed.

The attention of Agents is especially directed to the following Rules and Regulations of the Conference. Any Agent who shall not comply therewith will be fined or disqualified, as Conference may decide. 4977

1. Agents must in all cases adhere strictly to the gross Tariff rates—all drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited.

2. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue, and place of sale. There must be no return or division of any portion of

4978 *Petitioner's Exhibit 217*

the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

3. No commission shall be paid to Agents on letters or cards of introduction. No Agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him of the passage money.

4. No Agent shall send, or allow others to send his tickets to the City of New York, or any other place, or to any other Agent for sale; and no Agent shall ac-
4979 cept or hold for sale any tickets other than those supplied him by a head office or the General Passenger Agent of a Conference Line.

5. No Agent in the City of New York or elsewhere will be permitted to solicit persons at other places to apply to him for passage by the naming of any rate lower than the gross Tariff rate, either personally or by letter, circular or newspaper advertisement.

6. Except in the territory of the Trunk Lines (as now existing) prepaid tickets shall be issued only for *through passage* to final destination of passenger. No Line or its Agents shall pay Sub-Agents more than
4980 the regular official commission on both ocean and inland fare.

7. When an Agent advertises or offers a rate for passage to or from Europe, he must name the Line by which such rate is available.

8. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

9. Bill posting must be restricted at all places to the immediate premises of each Agent.

Petitioner's Exhibit 217

10. From the amount refunded for unused steerage tickets, there shall be deducted, from the net amount received by the Line for such tickets, a cancellation fee of 10% of the gross passage money, but in the case of *bona fide* purchasers no cancellation fee shall be deducted. 4981

11. Any Agent who shall be reported to be in default to any Line party to this Agreement, shall thereupon be dismissed and disqualified by all other Lines parties hereto.

12. When an Agent is disqualified, the sale of steamship tickets at his place of business and/or residence is thereby prohibited. 4982

13. No Line shall employ any Agent who shall be disqualified for reasons approved at a meeting of the Conference.

14. For any violation of these Rules, and unless otherwise therein provided for, Agents shall for the first offense be fined not exceeding $100; for the second offense not less than $100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifyang an Agent for any offense, if circumstances warrant. 4983

15. No Agent shall be justified in allowing commissions, or committing any breach of the Conference Rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, *with proof*, to the Secretary, or to some party to the Agreement.

LAWSON SANDFORD,
Secretary.

5 Bowling Green,
New York, July 20th, 1896.

4984 **Petitioner's Exhibit 218.**

Circular No. 3.—This cancels all former Circulars.

THE NORTH ATLANTIC PASSENGER CONFERENCE

Composed of

ALLAN LINE.
Montreal—Liverpool. Montreal—Glasgow.
Montreal—Havre, London. Boston—Glasgow.

AMERICAN LINE.
New York—Southampton. Philadelphia—Liverpool.

ANCHOR LINE.
4985 New York—Glasgow.

ATLANTIC TRANSPORT LINE.
New York—London.

CANADIAN-PACIFIC RY. CO.'s
Atlantic Steamship Lines.
Montreal—Quebec—Liverpool.
Montreal—London—Antwerp.

CUNARD LINE.
New York—Liverpool. Boston—Liverpool.

DOMINION LINE.
Montreal—Liverpool.

4986 DONALDSON LINE.
Montreal—Glasgow.

LEYLAND LINE.
Boston—Liverpool.

SCANDINAVIAN-AMERICAN LINE.
New York—Copenhagen.

WHITE STAR LINE.
New York—Liverpool. New York—Southampton.
Boston—Liverpool.

To All Agents.

The Rules and Regulations as now in force, of each of the Lines, covering all of their several Services,

4987

and which relate to first class, second class and third class or steerage passages, are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations, under the alternative of loss of agency or such other action as may be warranted in each case.

Agents are especially requested, in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge, *with proof*, to the Conference.

Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents. 4988

The Rules and Regulations are as follows:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line must be retained by its agents. All drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise. 4989

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and/or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line.

3. The actual amount received for passage money must always appear on the passage ticket, which must

4990 *Petitioner's Exhibit 218*

also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents *promptly*, accompanied by remittance.

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance of any description from any person, firm or company, in Europe or in America, on the business he transacts
4991 except the commission granted him by the Conference Line or Lines he represents by direct appointment.

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners or persons of any sort, endeavoring to do steamship business, nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed.
4992 No agent shall be allowed to sell tickets for a Line he does not represent or assist in any way to procure such tickets. No agent shall be allowed to sell tickets to another agent over any Line which the latter does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

7. No agent shall hold or accept for sale any form of tickets other than those supplied him by the Conference Line or Lines he represents. No agent shall issue orders, certificates, passage contracts or tickets

4993

of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. No agent shall advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Continental Conference, or of the Mediterranean Conference, shall thereupon be dismissed and disqualified by all the Lines, Members of these Conferences. 4994

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported.

10. *Advertising.*

(*a*) By the term ADVERTISEMENT shall be covered all posters, circulars, handbills or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc. 4995

(*b*) All advertisements shall conform to the truth.

(*c*) No comparison shall be made in any advertisement or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(*d*) All advertisements shall contain the date and place of issue.

(*e*) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and/or steamer if more than

one rate applies to its steamers) over which the rate is available, and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

(*f*) All advertisements announcing reductions in rates shall include the actual rates.

(*g*) No cut of a steamer not employed in the North Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(*h*) No claim shall be made in an advertisement
4997 of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

(*i*) Bill posting must be restricted at all places to the immediate premises of each agent.

(*k*) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

(*l*) All advertisements or circulars issued by General Agents, or Agents, must be submitted to and approved by the General Agents of the Line either in New York, Montreal, Boston, Philadelphia or Chicago, before publication. If this is not done and any ad-
4998 vertisement is issued of an objectionable nature, the Agent will be liable to penalties, provided for elsewhere, for violation of rules.

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked through to final destination. *Agents must remit immediately* upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America of the Steamship Company by which the prepaid passenger is to be forwarded, or to the official General Passenger Agency of such Company in the interior in

Petitioner's Exhibit 218

4999

whose territory the agent is located. Colonist rail tickets may be issued in the Dominion of Canada in connection with ocean tickets.

12. When an agent is disqualified, the sale of Steamship tickets for all classes of business at his place or places of business and/or residence is thereby prohibited.

By the term "agent" is covered the individual or the members of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions, relating to the business of the Lines, carried on in their offices or premises, whether by themselves or others. 5000

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale.

15. For any violation of these Rules, and unless otherwise therein provided for, agents shall for the first offense be fined not exceeding $100; for the second offense not less than $100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifying an agent for any offense, if circumstances warrant. 5001

16. *No agent shall be justified in committing any breach of these Rules because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, with proof in the form of an affidavit, to the Conference or the General Agents of any Conference Line.*

19 Broadway,
New York, May 1, 1906.

5002 **Petitioner's Exhibit 219.**

Circular No. 4.

THE NORTH ATLANTIC PASSENGER CONFERENCE

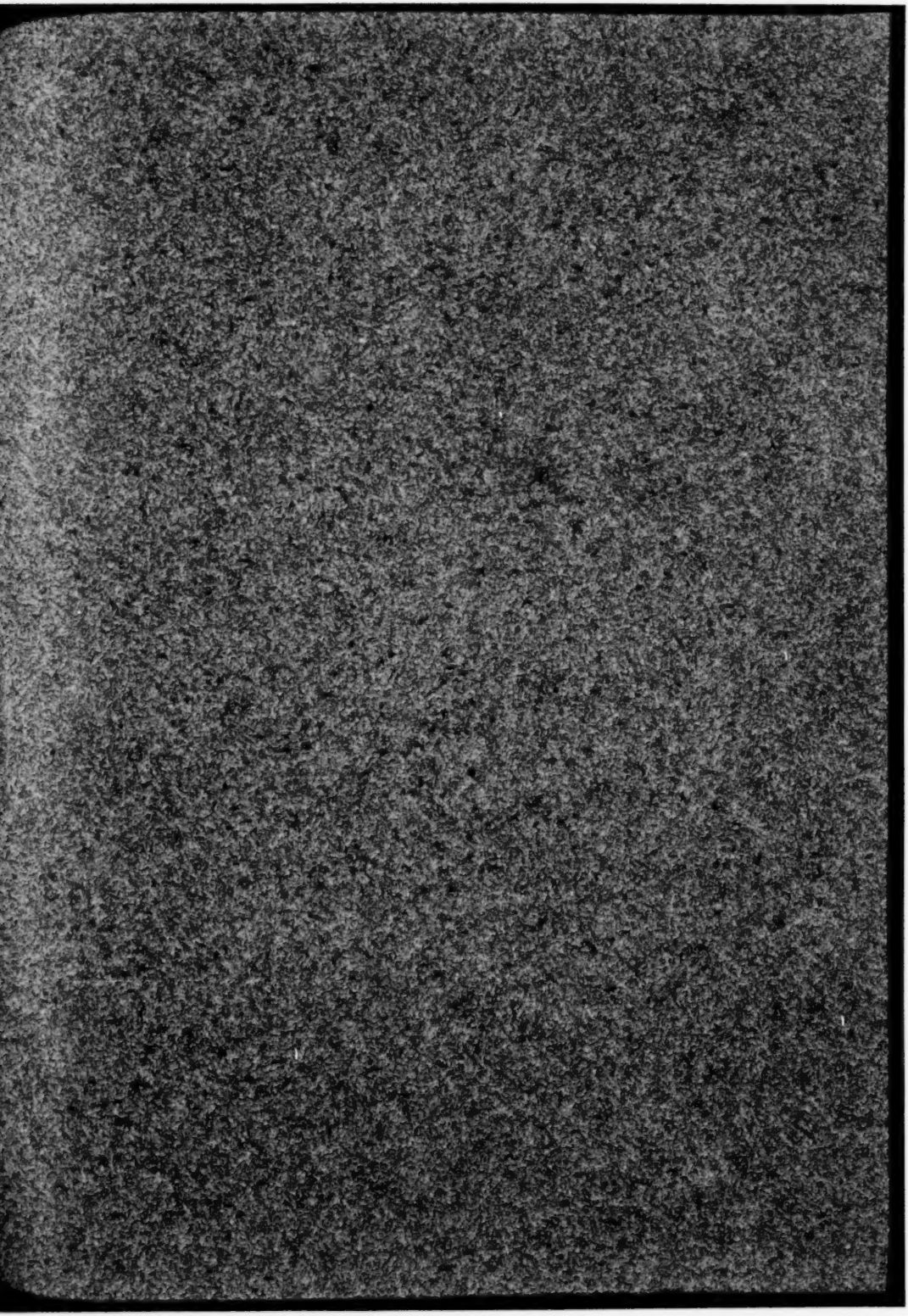
No. 19 Broadway,

New York, April 17, 1907.

Agents are advised that the Donaldson Line, Montreal, St. John, N. B.—Glasgow Service, The Robert Reford Company, Limited, General Agents, has be-
5003 come a member of the North Atlantic Passenger Conference.

ALLAN LINE
AMERICAN LINE
ANCHOR LINE
CUNARD LINE
DOMINION LINE
DONALDSON LINE
SCANDINAVIAN-AMERICAN LINE
WHITE STAR LINE

5004



TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1916.

No. 389.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed September 13, 1916.

File No. 24446.

THEIR No. 382.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 30, 1917.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 4.

PETITIONERS' EXHIBITS.

Pages 1595-2264.

(Statement of Facts printed under Rule 10.)

(24446 and 24528)

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME IV.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2500 Main.
1913

Petitioner's Exhibit 220. 5005

Circular No. 5.

THE NORTH ATLANTIC PASSENGER CONFERENCE

No. 19 Broadway,

New York, May 6, 1908.

Agents are hereby instructed not to book via Genoa or Naples third-class passengers *destined to Continental points.*

It will be considered a violation of this regulation 5006
if agents attempt to book passengers of Continental nationalities (such as Austrians, Croatians, Dalmatians, Galicians, Germans, Hungarians, Russians, Slavonians, etc.) to or via any point in Italy.

Only *bona fide Italian and Oriental passengers* may be booked to or via Italian ports.

ALLAN LINE
AMERICAN LINE
ANCHOR LINE
CANADIAN PACIFIC RAILWAY
(Atlantic S. S. Lines)
CUNARD LINE
DOMINION LINE 5007
DONALDSON LINE
WHITE STAR LINE

5008 **Petitioner's Exhibit 221.**

Circular No. 6.

THE NORTH ATLANTIC PASSENGER CONFERENCE

No. 17 State Street

New York, Sept. 2, 1910.

Agents are advised that the Canadian Northern Steamships, Ltd. (Royal Line), Montreal, Quebec, Halifax-Bristol service, has become a member of the North Atlantic Passenger Conference.

5009

ALLAN LINE
AMERICAN LINE
ANCHOR LINE
ATLANTIC TRANSPORT LINE
CANADIAN NORTHERN (Royal Line)
CANADIAN PACIFIC RAILWAY
(Atlantic S. S. Lines)
CUNARD LINE
DOMINION LINE
DONALDSON LINE
LEYLAND LINE
SCANDINAVIAN-AMERICAN LINE
WHITE STAR LINE

5010

Petitioner's Exhibit 222-A. 5011

Circular No. 1.—Third Series.

THE CONTINENTAL CONFERENCE.

Composed of

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
THE HAMBURG AM. PACKET CO., Hamburg Service.
THE HAMBURG AM. PACKET CO., Stettin Service.
THE NORD-DEUTSCHER LLOYD, New York Service.
THE NORD-DEUTSCHER LLOYD, Baltimore Service.
THE RED STAR LINE, New York Service.
THE RED STAR LINE, Philadelphia Service. 5012
THE ROTTERDAM LINE.
THE UNION LINE.
THE ITALIAN LINE.

Rules and Regulations of the Conference.

The following Rules and Rates of this Conference, relating to Steerage Passages, will be strictly Enforced.

Rates for Outward, Prepaid and Round Trip Steerage Passages. 5013

5014 *Petitioner's Exhibit 222-A*

	Outward.	Prepaid.	Round Trip.
By the Compagnie Générale Transatlantique (French Line)—			
Between New York and Havre	$25.00	$25.00	$47.00
By the Hamburg-American Packet Company—			
Between New York and Hamburg, Plymouth, London, Cherbourg, Havre and Stations in the South of England	24.00	24.00	45.00
By the Hamburg-American Packet Company, Stettin Service (Baltic Line)—			
Between New York and Stettin	21.50	21.50	40.00
By the Nord-Deutscher Lloyd, New York Service—			
5015 Between New York and Bremen, Southampton, London and Stations in the South of England	25.00	25.00	47.00
By the Nord-Deutscher Lloyd, Baltimore Service—			
Between Baltimore and Bremen	23.50	23.50	44.00
By the Red Star Line, New York Service—			
Between New York and Antwerp or London	23.00	23.00	43.00
By the Red Star Line, Philadelphia Service—			
Between Philadelphia and Antwerp or London	21.50	21.50	40.00
By the Rotterdam Line—			
Between New York and Rotterdam, Amsterdam or London	21.00	21.00	39.00
By the Union Line—			
Between New York and Hamburg	22.00	22.00	41.00

5016

Rates for Children.

Children under 12 years, half of above rates.			
Infants under 12 months	2.00	2.00	4.00

Commissions to Sub-Agents.

Which shall cover all charges of every nature, by all Lines .. 10 per cent.

For Infants, no commission allowed.

Note.—For the cancellation of Steerage Passage Tickets, a deduction of 10 per cent. and Agent's Commission will be made.

Petitioner's Exhibit 222-A

5017

The Attention of Agents is especially directed to the following Rules and Regulations of this Conference. Any Agent who shall not comply therewith will thereby render himself liable to such penalties as the Conference may consider proper.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America, must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate.

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

5018

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permittted.

4. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt, by him, of the passage money.

5019

5. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places, for sale.

6. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

5020 *Petitioner's Exhibit 222-A*

7. No Agent of a Conference Line shall book passengers by any steamer of the Thingvalla Line or of any other Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference.

8. Bill posting must be restricted at all places to the premises of the several Lines or of their Agents.

9. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or
5021 prepaid tickets. Part payments for prepaid tickets shall not be allowed.

10. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

11. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, or Boltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the subagent is appointed.

5022 12. No agent shall be justified in allowing commissions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violations thereof that may come to his knowledge, to the Secretary, or to some member of the Conference.

THOMAS S. SANDFORD,
Secretary

New York, April 14, 1887.

Petitioner's Exhibit 222-B.

5023

Circular No. 2.—Third Series.

THE CONTINENTAL CONFERENCE.

Composed of

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
THE HAMBURG AM. PACKET CO., Hamburg Service.
THE NORD-DEUTSCHER LLOYD, New York Service.
THE NORD-DEUTSCHER LLOYD, Baltimore Service.
THE RED STAR LINE, New York Service.
THE RED STAR LINE, Philadelphia Service.
THE ROTTERDAM LINE.
THE UNION LINE.

5024

Rules and Regulations of the Conference.

The following Rules and Rates of this Conference, relating to Steerage Passages, will be strictly enforced.

Rates for Outward, Prepaid and Round Trip Steerage Passages.

5025

	Outward.	Prepaid.	Round Trip.
By the Compagnie Générale Transatlantique (French Line)—			
Between New York and Havre	26.00	26.00	49.00
By the Hamburg-American Packet Company—			
Between New York and Hamburg, Plymouth, London, Cherbourg, Havre and Stations in the South of England	23.00	23.50	43.50
By the Hamburg-American Packet Company, THE HAMBURG AM. PACKET CO., Stettin Service.			
Stettin Service (Baltic Line)—			
Between New York and Stettin	20.50	21.50	30.00

5026 *Petitioner's Exhibit 222-B*

By the Nord-Deutscher Lloyd, New York Service—			
Between New York and Bremen, Southampton, London and Stations in the South of England ..	26.00	26.00	49.00
By the Nord-Deutscher Lloyd, Baltimore Service—			
Between Baltimore and Bremen	22.50	23.00	42.50
By the Red Star Line, New York Service—			
Between New York and Antwerp or London	22.00	22.50	41.50
By the Red Star Line, Philadelphia Service—			
Between Philadelphia and Antwerp or London ...	20.50	21.00	38.50
By the Rotterdam Line—			
Between New York and Rotterdam, Amsterdam or			
5027 London	19.50	20.50	37.00
By the Union Line—			
Between New York and Hamburg	21.50	22.00	40.50

RATES FOR CHILDREN.

Children under 12 years, half of above rates.			
Infants under 12 months	2.00	2.00	4.00

COMMISSIONS TO SUB-AGENTS.

Which shall cover all charges of every nature, by all Lines .. 10 per cent.

5028 (Memo.—The Rotterdam Line may pay a Commission of $2.20 on Outward Passages.)
For Infants, no Commission allowed.

NOTE.—For the cancellation of Steerage Passage Tickets, a deduction or 10 per cent. and Agents' Commission will be made.

THE ATTENTION OF AGENTS IS ESPECIALLY DIRECTED TO THE FOLLOWING RULES AND REGULATIONS OF

Petitioner's Exhibit 222-B

5029

THIS CONFERENCE. ANY AGENT WHO SHALL NOT COMPLY THEREWITH WILL THEREBY RENDER HIMSELF LIABLE TO FINE OR DISQUALIFICATION, AS THE CONFERENCE MAY DECIDE.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America, must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate.

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. 5030
There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permitted.

4. No commission shall be paid to Agents on letters 5031
or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt, by him, of the passage money.

5. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places, for sale.

6. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

5032 *Petitioner's Exhibit 222-B*

7. No Agent of a Conference Line shall book passengers by any steamer of the Thingvalla Line or of any other Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference.

8. Bill posting must be restricted at all places to the premises of the several Lines or of their Agents.

9. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets
5033 shall not be allowed.

10. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

11. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the sub-agent is appointed.

12. No Agent shall be justified in allowing com-
5034 missions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, to the Secretary, or to some member of the Conference.

THOMAS S. SANDFORD,
Secretary.

New York, December 1, 1887.

Petitioner's Exhibit 222-C. 5035

Circular No. 3.—Third Series.

THE CONTINENTAL CONFERENCE.

Composed of

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
THE HAMBURG AMERICAN PACKET CO.
THE NORD-DEUTSCHER LLOYD.
THE RED STAR LINE.
THE ROYAL NETHERLANDS & U. S. M. LINE.
THE UNION LINE (Sloman Steamers). 5036

Rules and Regulations of the Conference.

The following Rules and Rates of this Conference, relating to Steerage Passages, will be strictly enforced.

Rates for Outward, Prepaid and Round Trip Steerage Passages.

	Outward.	Prepaid.	Round Trip.
By the Compagnie Générale Transatlantique (French Line)—			5037
Between New York and Havre	$26.00	$26.00	$49.00
By the Hamburg-American Packet Company, Express Service—			
Between New York and Hamburg, Southampton, London, and Stations in the South of England	26.00	26.00	49.00
By the Hamburg-American Packet Company, Regular Service—			
Between New York and Hamburg, Plymouth, London, Cherbourg, Havre and Stations in the South of England	23.00	23.50	43.50

5038 *Petitioner's Exhibit 222-C*

By the Hamburg-American Packet Company, Baltimore Service—			
Between Baltimore and Hamburg	22.50	23.00	42.50
By the Hamburg-American Packet Company, Stettin Service (Baltic Line)—			
Between New York and Stettin	21.00	22 00	40.00
By the Nord-Deutscher Lloyd, New York Express Service—			
Between New York and Bremen, Southampton, London and Stations in the South of England ..	26.00	26.00	49.00
By the Nord-Deutscher Lloyd, Baltimore Service—			
5039 Between Baltimore and Bremen	22.50	23.00	42.50
By the Red Star Line, New York Service—			
Between New York and Antwerp or London	21.50	22.00	40.50
By the Red Star Line, Philadelphia Service—			
Between Philadelphia and Antwerp or London ...	20.00	21.00	38.00
By the Royal Netherlands and United States Mail Line—			
Between New York and Rotterdam, Amsterdam or London	19.50	20.50	37.00
By the Union Line (Sloman Steamers)—			
Between New York and Hamburg	22.00	22.50	41.50

5040 RATES FOR CHILDREN.

Children under 12 years, half of above rates.

Infants Under 12 months	2.00	2.00	4.00

COMMISSIONS TO SUB-AGENTS.

Which shall cover all charges of every nature, by all Lines, per Adult	2.00	2.00	4.00

For Children, half Commission. For Infants, no Commission allowed.

Petitioner's Exhibit 222-C

5041

NOTE.—For the cancellation of Steerage Passage Tickets, a deduction of 10 per cent. and Agent's Commission will be made, and the surrender of the ticket or prepaid order will be required.

THE ATTENTION OF AGENTS IS ESPECIALLY DIRECTED TO THE FOLLOWING RULES AND REGULATIONS OF THIS CONFRENCE. ANY AGENT WHO SHALL NOT COMPLY THEREWITH WILL BE FINED OR DISQUALIFIED, AS THE CONFERENCE MAY DECIDE.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America, must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate. 5042

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the Agent is appointed. 5043

4. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permitted.

5044 *Petitioner's Exhibit 222-C*

5. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt, by him, of the passage money.

6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places, for sale.

7. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

5045

8. No Agent of a Conference Line shall book passengers by any steamer of any Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference, or by a party to the Scandinavian agreement.

9. Bill posting must be restricted at all places to the premises of the several Lines or their Agents.

10. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets shall not be allowed.

5046

11. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

12. No Agent shall be justified in allowing commissions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, to the Secretary, or to some member of the Conference.

THOMAS S. SANDFORD,
Secretary.

New York, March 1, 1889.

Petitioner's Exhibit 222-D.

5047

Circular No. 4.—Third Series. This cancels all former circulars.

THE CONTINENTAL CONFERENCE.

Composed of

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
THE HAMBURG AMERICAN PACKET CO.
THE NORD-DEUTSCHER LLOYD.
THE RED STAR LINE.
THE ROYAL NETHERLANDS & U. S. M. LINE.
THE UNION LINE (Sloman Steamers).

5048

Rules and Regulations of the Conference.

The following Rules and Rates of this Conference, relating to Steerage Passages, will be strictly enforced.

Rates for Outward, Prepaid and Round Trip Steerage Passages.

5049

	Outward.	Prepaid.	Round Trip.
By the Compagnie Générale Transatlantique (French Line)—			
Between New York and Havre	$26.00	26.00	49.00
By the Hamburg-American Packet Company, Express Service—			
Between New York and Hamburg, Southampton, London, and Stations in the South of England	26.00	26.00	49.00
By the Hamburg-American Packet Company, Regular Service—			

5050 *Petitioner's Exhibit 222-D*

Between New York and Hamburg, Plymouth, London, Cherbourg, Havre and Stations in the South of England	23.00	23.50	43.50
By the Hamburg-American Packet Company, Baltimore Service—			
Between Baltimore and Hamburg	22.50	23.00	42.50
By the Hamburg-American Packet Company, Stettin Service (Baltic Line)—			
Between New York and Stettin	21.00	22.00	40.00
By the Nord-Deutscher Lloyd, New York Express Service—			
Between New York and Bremen, Southampton,			
5051 London and Stations in the South of England	26.00	26.00	49.00
By the Nord-Deutscher Lloyd, Baltimore Service—			
Between Baltimore and Bremen	22.50	23.00	42.50
By the Red Star Line, New York Service—			
Between New York and Antwerp or London	21.50	22.00	40.50
By the Red Star Line, Philadelphia Service—			
Between Philadelphia and Antwerp or London	20.00	21.00	38.00
By the Royal Netherlands and United States Mail Line—			
Between New York and Rotterdam, Amsterdam or London	20.00	21.00	38.00
By the Union Line (Sloman Steamers)—			
Between New York and Hamburg	22.00	22.50	41.50

5052

RATES FOR CHILDREN.

Children under 12 years, half of above rates.

Infants Under 12 months	2.00	2.00	4.00

COMMISSIONS TO SUB-AGENTS.

Which shall cover all charges of every nature, by all Lines, per Adult	2.00	2.00	4.00

For Children, half Commission. For Infants, no Commission allowed.

Petitioner's Exhibit 222-D 5053

NOTE.—For the cancellation of Steerage Passage Tickets, a deduction of 10 per cent. and Agent's Commission will be made, and the surrender of the ticket or prepaid order will be required.

THE ATTENTION OF AGENTS IS ESPECIALLY DIRECTED TO THE FOLLOWING RULES AND REGULATIONS OF THIS CONFERENCE. ANY AGENT WHO SHALL NOT COMPLY THEREWITH WILL BE FINED OR DISQUALIFIED, AS THE CONFERENCE MAY DECIDE.

1. Steerage passengers booked through to or from 5054
inland points in Europe or to inland points in America, must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate.

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. No Agent will be allowed to issue certificates or 5055
orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the agent is appointed.

4. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permitted.

5056 *Petitioner's Exhibit 222-D*

5. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him, of the passage money.

6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places, for sale.

7. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

5057

8. No Agent of a Conference Line shall book passengers by any steamer of any Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference, or by a party to the Scandinavian agreement.

9. Bill posting must be restricted at all places to the premises of the several Lines or their Agents.

10. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets

5058 shall not be allowed.

11. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

12. No Agent shall be justified in allowing commissions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, to the Secretary, or to some member of the Conference.

THOMAS S. SANDFORD,
Secretary.

New York, October 8, 1889.

Petitioner's Exhibit 222-E.

5059

Circular No. 5.—Third Series. This cancels all former circulars.

Particular Attention is Called to the Reduction of the Prepaid and Round Trip Rates.

THE CONTINENTAL CONFERENCE.

Composed of

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
THE HAMBURG AMERICAN PACKET CO.
THE NORD-DEUTSCHER LLOYD.
THE RED STAR LINE.
THE ROYAL NETHERLANDS & U. S. M. LINE.
THE UNION LINE (Sloman Steamers).

5060

Rules and Regulations of the Conference.

The following Rules and Rates of this Conference relating to Steerage Passages, will be strictly enforced.

5061

Rates for Outward, Prepaid and Round Trip Steerage Passages.

	Outward.	Prepaid.	Round Trip.
By the Compagnie Générale Transatlantique (French Line)—			
Between New York and Havre	$26.00	24.00	47.00
By the Hamburg-American Packet Company, Express Service—			
Between New York and Hamburg, Southampton, London, and Stations in the South of England ..	26.00	24.00	47.00

5062 *Petitioner's Exhibit 222-E*

By the Hamburg-American Packet Company, Regular Service—			
Between New York and Hamburg, Plymouth, London, Cherbourg, Havre and Stations in the South of England	23.00	21.50	41.50
By the Hamburg-American Packet Company, Baltimore Service—			
Between Baltimore and Hamburg	22.50	21.00	40.50
By the Hamburg-American Packet Company, Stettin Service (Baltic Line)—			
Between New York and Stettin	21.00	20.00	38.00
5063 By the Nord-Deutscher Lloyd, New York Express Service—			
Between New York and Bremen, Southampton, London and Stations in the South of England	26.00	24.00	47.00
By the Nord-Deutscher Lloyd, Baltimore Service—			
Between Baltimore and Bremen	22.50	21.00	40.50
By the Red Star Line, New York Service—			
Between New York and Antwerp or London	21.50	20.00	38.50
By the Red Star Line, Philadelphia Service—			
Between Philadelphia and Antwerp or London	20.00	19.00	36.00
By the Royal Netherlands and United States Mail Line—			
Between New York and Boulogne-sur-Mer, Rotterdam, Amsterdam or London	20.00	19.00	36.00
5064 By the Union Line (Sloman Steamers)—			
Between New York and Hamburg	22.00	20.50	39.50

RATES FOR CHILDREN.

Children under 12 years, half of above rates.

Infants Under 12 months	2.00	2.00	4.00

Petitioner's Exhibit 222-E

5065

COMMISSIONS TO SUB-AGENTS.

Which shall cover all charges of every nature, by all Lines, per Adult	2.00	2.00	4.00

For Children, half Commission. For Infants, no Commission allowed.

NOTE.—For the cancellation of Steerage Passage Tickets, a deduction of 10 per cent. and Agent's Commission will be made, and the surrender of the ticket or prepaid order will be required.

5066

THE ATTENTION OF AGENTS IS ESPECIALLY DIRECTED TO THE FOLLOWING RULES AND REGULATIONS OF THIS CONFERENCE. ANY AGENT WHO SHALL NOT COMPLY THEREWITH WILL BE FINED OR DISQUALIFIED, AS THE CONFERENCE MAY DECIDE.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America, must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate.

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

5067

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the agent is appointed.

5068 *Petitioner's Exhibit 222-E*

4. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permitted.

5. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him, of the passage money.

5069 6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places, for sale.

7. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

8. No Agent of a Conference Line shall book passengers by any steamer of any Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference, or by a party to the Scandinavian agreement.

5070 9. Bill posting must be restricted at all places to the premises of the several Lines or their Agents.

10. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets shall not be allowed.

11. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

Petitioner's Exhibit 222-E

5071

12. Any Agent who shall sell a passage ticket under false representations as to the Line or the route by which the passenger is to be transported, shall be dismissed and disqualified.

13. When an Agent advertises a rate for passage to or from Europe, he must name the line by which such rate is available.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of Rules, even though no Rule may have been violated in making the sale.

5072

15. No Agent shall be justified in allowing commissions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, to the Secretary, or to some member of the Conference.

THOMAS S. SANDFORD,
Secretary.

New York, May 14, 1890.

5073

1691

5074 **Petitioner's Exhibit 222-F.**

Circular No. 6.—Third Series.

THE CONTINENTAL CONFERENCE.

SPECIAL NOTICE TO AGENTS.

All Agents are hereby specially reminded that they cannot book passengers by the Steamers of any Continental Line other than those named below, viz.:

French Line, New York Service A. Forget, Agent.
Hamburg-American Packet Company,
5075 New York and Baltimore Services, and Baltic Line,
C. B. Richard & Co., Agents.
Norddeutscher Lloyd,
New York Service, Oelrichs & Co., Agents.
Norddeutscher Lloyd,
Baltimore Service. A. Schumacher & Co., Agents.
Red Star Line,
New York and Philadelphia Services,
Peter Wright & Sons, Agents.
Royal Netherlands Line,
New York Service W. H. Van Den Toorn, Agent.
Union Line,
New York Service, C. B. Richard & Co., Agents.

5076 Any Agent who shall book passengers by any other Continental Line than one of the above named Lines will thereby be disqualified.

THOMAS S. SANDFORD,
Secretary.

New York, March 17, 1891.

Petitioner's Exhibit 222-G. 5077

Circular No. 7.—Third Series. This cancels all former circulars.

Particular attention is called to the Advance of the Prepaid and Round Trip Rates, and to Rule 3. Also to admission into Conference of the Baltimore Service of the Royal Netherlands and U. S. M. Line.

THE CONTINENTAL CONFERENCE,

Composed of 5078

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
A. Forget, Agent.
THE HAMBURG AMERICAN PACKET CO.
E. L. Boas, General Passenger Manager.
THE NORD-DEUTSCHER LLOYD.
New York Service, Oelrichs & Co., Agents.
NORDDEUTSCHER LLOYD,
Baltimore Service, A. Schumacher & Co., Gen'l Agts.
THE RED STAR LINE.
International Navigation Co., General Agents.
THE ROYAL NETHERLANDS & U. S. M. LINE.
W. H. Van Den Toorn, Agent. 5079
THE UNION LINE,
E. L. Boas, General Passenger Manager.

Rules and Regulations of the Conference.

The following Rules and Rates of this Conference, relating to Steerage Passages, will be strictly enforced.

5080 *Petitioner's Exhibit 222-G*

Rates for Outward, Prepaid and Round Trip Steerage Passages.

	Out-ward.	Pre-paid.	Round Trip.
By the Compagnie Générale Transatlantique (French Line,) Express Service, by Steamer "La Touraine"—			
Between New York and Havre	$26.00	27.50	50.50
By the Compagnie Générale Transatlantique (French Line)—Other Steamers—			
Between New York & Havre	24.50	24.00	45.50
5081 By the Hamburg-American Packet Company, Express Service—			
Between New York and Hamburg, Southampton, London, and Stations in the South of England	26.00	30.00	53.00
By the Hamburg-American Packet Company, Regular Service—			
Between New York and Hamburg, London and Havre	23.00	27.50	47.50
By the Hamburg-American Packet Company, Baltimore Service—			
Between Baltimore and Hamburg	22.50	25.00	44.50
By the Hamburg-American Packet Company, Stettin Service (Baltic Line)—			
Between New York and Stettin	21.00	25.00	43.00
5082 By the Nord-Deutscher Lloyd, New York Express Service—			
Between New York and Bremen, Southampton, London and Stations in the South of England	26.00	30.00	53.00
By the Nord-Deutscher Lloyd, New York Regular Service—			
Between New York and Bremen	24.00	27.50	48.50
By the Nord-Deutscher Lloyd, Baltimore Service—			
Between Baltimore and Bremen	22.50	25.00	44.50
By the Red Star Line, New York Service—			
Between New York and Antwerp or London	21.50	27.50	46.00
By the Red Star Line, Philadelphia Service—			
Between Philadelphia and Antwerp or London	21.00	23.00	41.00

Petitioner's Exhibit 222-G

5083

By the Royal Netherlands and United States Mail Line—New York Service—			
Between New York and Boulogne-sur-Mer, Rotterdam, Amsterdam or London	21.00	26.50	44.50
By the Royal Netherlands and United States Mail Line—			
Baltimore Service—			
Between Baltimore and Rotterdam, Amsterdam or London	21.00	26.50	44.50
By the Union Line—			
Between New York and Hamburg	22.00	25.00	44.00

5084

RATES FOR CHILDREN.

Children under 12 years, half of above rates.

Infants Under 12 months	2.00	2.00	4.00

COMMISSIONS TO SUB-AGENTS.

Which shall cover all charges of every nature, by all Lines, per Adult	2.00	2.00	4.00

For Children, half Commission. For Infants, no Commission allowed.

NOTE.—For the cancellation of Steerage Passage Tickets, a deduction of 10 per cent. and Agent's Commission will be made, and the surrender of the ticket or prepaid order will be required.

5085

THE ATTENTION OF AGENTS IS ESPECIALLY DIRECTED TO THE FOLLOWING RULES AND REGULATIONS OF THIS CONFERENCE. ANY AGENT WHO SHALL NOT COMPLY THEREWITH WILL BE FINED OR DISQUALIFIED, AS THE CONFERENCE MAY DECIDE.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America,

5086 *Petitioner's Exhibit 222-G*

must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate.

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

5087 3. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the agent is appointed.

4. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permitted.

5088 5. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him, of the passage money.

6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places, for sale.

7. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

Petitioner's Exhibit 222-G

5089

8. No Agent of a Conference Line shall book passengers by any steamer of any Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference, or by a party to the Scandinavian agreement.

9. Bill posting must be restricted at all places to the premises of the several Lines or their Agents.

10. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets shall not be allowed.

5090

11. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

12. Any Agent who shall sell a passage ticket under false representations as to the Line or the route by which the passenger is to be transported, shall be dismissed and disqualified.

13. When an Agent advertises a rate for passage to or from Europe, he must name the line by which such rate is available.

5091

14. Agents shall not be entitled to commission on tickets purchased to test the observance of Rules, even though no Rule may have been violated in making the sale.

15. No Agent shall be justified in allowing commissions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, to the Secretary, or to some member of the Conference.

LAWSON SANDFORD,
Secretary.

New York, April 9, 1892.

5092 **Petitioner's Exhibit 222-H.**

Circular No. 8—Third Series. This cancels all former circulars.

THE CONTINENTAL CONFERENCE.

Composed of

THE HAMBURG AMERICAN PACKET CO.
New York, Boston, Philadelphia and Baltimore Services.
Emil L. Boas, General Passenger Manager, New York.

5093 THE NORTH GERMAN LLOYD STEAMSHIP CO.
New York Service,
Oelrichs & Co., General Agents, New York.

THE NORTH GERMAN LLOYD STEAMSHIP CO.
Baltimore Service,
A. Schumacher & Co., General Agents, Baltimore.

THE RED STAR LINE,
New York and Philadelphia Services,
International Navigation Co.,
New York and Philadelphia,
By James A. Wright, Jr., 2nd Vice-President.

THE ROYAL NETHERLANDS & U. S. M. LINE,
5094 New York and Baltimore Services,
W. H. Van Den Toorn, General Agent, New York.

THE UNION LINE,
Hamburg—New York,
Emil L. Boas, General Passenger Manager, New York.

To all Country Agents.

Dear Sirs: The above Steamship Lines, composing this Conference, have withdrawn all ticket-books from Agents in New York City and vicinity.

Petitioner's Exhibit 222-H

5095

By this action, the business properly belonging to their Agents throughout the Country will be better protected.

Particular attention is called to the following Rule of Conference, which will be rigidly enforced, namely:

No Agent shall send, or allow others to send, his Tickets to the City of New York, or other places, for sale.

Any Agent who shall not comply with this Rule, or the following Rules and Regulations of the Conference will be fined or disqualified as the Conference may decide.

5096

Rules and Regulations of the Conference.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America must be charged the actual Tariff inland rates, in addition to the Conference Ocean rate.

2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

5097

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the agent is appointed.

5098 *Petitioner's Exhibit 222-H*

4. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers, shall be permitted.

5. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt, by him, of the passage money.

5099 6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places for sale.

7. Any Agent who shall be reported to be in default to a Conference Line shall be dismissed and disqualified.

8. No Agent of a Conference Line shall book passengers by any Steamer of any Line not represented by a member of this Conference, of the Mediterranean Conference or of the North Atlantic Steam Traffic Conference, or by a party to the Scandinavian agreement.

5100 9. Bill posting must be restricted at all places to the premises of the several Lines or their Agents.

10. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets shall not be allowed.

11. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

Petitioner's Exhibit 222-H

5101

12. Any Agent who shall sell a passage ticket under false representations as to the Line or the route by which the passenger is to be transported shall be dismissed and disqualified.

13. When an Agent advertises a rate for passage to or from Europe, he must name the line by which such rate is available.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of Rules, even though no Rule may have been violated in making the sale.

5102

15. No agent shall be justified in allowing commissions or committing any breach of the Conference rules because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules, and to report any violation thereof that may come to his knowledge, to the Secretary or to some member of the Conference.

LAWSON SANDFORD,
Secretary.

New York, January 27, 1894.

5103

5104 **Petitioner's Exhibit 222-I.**

Circular No. 9—Third Series.

THE CONTINENTAL CONFERENCE.

Composed of

THE HAMBURG AMERICAN PACKET CO.
New York, Boston, Philadelphia and Baltimore Services,
Emil L. Boas, General Passenger Manager, New York.

THE NETHERLANDS LINE,
New York and Baltimore Services,
5105 W. H. Van Den Toorn, General Agent, New York.

THE NORTH GERMAN LLOYD STEAMSHIP CO.
New York Service,
Oelrichs & Co., General Agents, New York.

THE NORTH GERMAN LLOYD STEAMSHIP CO.,
Baltimore Service,
A. Schumacher & Co., General Agents, Baltimore.

THE RED STAR LINE,
New York and Philadelphia Services,
International Navigation Company,
New York and Philadelphia,
James A. Wright, Jr., 2nd Vice-President.

5106

THE UNION LINE,
Hamburg—New York,
Emil L. Boas, General Passenger Manager, New York.

To all Country Agents.

Dear Sirs:

The above Steamship Lines, composing this Conference, desire to call your special attention to Continental Conference Circular No. 8, Third Series, dated

Petitioner's Exhibit 222-I

January 27th, 1894, containing the Conference Rules and Regulations, and to inform you that a number of Agents have been within a short time, disqualified or heavily fined for infraction and violation of these Rules and Regulations, particularly Rule No. 6.

Particular attention is directed to the following Rules of Circular No. 8:

No. 6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places for sale.

No. 2. The actual amount received for passage money must always be entered on the passage ticket, which must also bear the actual date and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly, to purchasers of tickets.

Notice is hereby given that no Agent may employ sub-agents and divide commissions with them.

No. 3. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person other than the General Agent by whom the Agent is appointed.

No. 15. No Agent shall be justified in allowing commissions, or committing any breach of the Conference Rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the Rules and to report any violation thereof that may come to his knowledge, to the Secretary of the Conference.

LAWSON SANDFORD,
Secretary.

New York, March 10th, 1894.

5110 **Petiitoner's Exhibit 222-J.**

Circular No. 10—Third Series. This cancels all former circulars.

THE CONTINENTAL CONFERENCE.

Composed of

THE COMPAGNIE GÉNÉRALE TRANSATLANTIQUE.
(French Line),
New York-Harve,
A. Forget, General Agent, New York.

5111 THE HAMBURG AMERICAN LINE,
New York, Boston, Philadelphia and Baltimore Services,
Emil L. Boas, General Passenger Manager, New York.

THE NETHERLANDS-AMERICAN LINE,
New York and Baltimore Services,
W. H. Van Den Toorn, General Agent, New York.

THE NORTH GERMAN LLOYD STEAMSHIP CO.
New York Service and Roland Line,
Oelrichs & Co., General Agents, New York.

THE NORTH GERMAN LLOYD STEAMSHIP CO.,
Baltimore Service and Roland Line,
A. Schumacher & Co., General Agents, Baltimore.

5112 THE RED STAR LINE,
New York and Philadelphia Services,
International Navigation Company,
New York and Philadelphia,
James A. Wright, Jr., 2nd Vice-President.

THE UNION LINE,
Hamburg—New York,
Emil L. Boas, General Passenger Manager, New York.

Petitioner's Exhibit 222-J 5113

To all Agents.

Dear Sirs:

The above Steamship Lines, composing this Conference, have materially reduced the number of agents employed by them in New York City and vicinity.

The agents retained have made a deposit in cash as an evidence of their good faith in carrying out the Rules and Regulations of Conference.

Particular attention is directed to the following Rules of Conference:

No agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or 5114
company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line actually employing such Agent; nor to advise such orders to any person, in Europe or America, other than the General Agent by whom the Agent is appointed.

No Agent shall send, or allow others to send, his tickets to the City of New York, or other places for sale. Nor will any Agent be allowed to sell tickets to former or disqualified Agents of Conference Lines.

Any Agent who shall not comply with these Rules or the following Rules and Regulations of the Conference will be fined or disqualified as the Conference may 5115
decide.

Rules and Regulations of the Conference.

1. Steerage passengers booked through to or from inland points in Europe or to inland points in America must be charged the actual Tariff inland rates in addition to the Conference Ocean rate. These rates will always be furnished on application.

2. The actual amount received for passage money must always be entered on the passage ticket which

5116 *Petitioner's Exhibit 222-J*

must also bear the actual date of issue and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly to purchasers of tickets.

Notice is hereby given that no Agent may employ Sub-Agents and divide commissions with them.

3. No Agent will be allowed to issue certificates or orders for prepaid passage, drawn on any person or company other than the General Agent at New York, Philadelphia or Baltimore of the Conference Line ac-
5117 tually employing such Agent; nor to advise such orders to any person, in Europe or America, other than the General Agent by whom the agent is appointed.

4. Agents must in all cases adhere strictly to the Conference rates—no drawbacks, discounts, credits, commissions, presents or allowances of any description, made with a view to influencing passengers shall be permitted.

5. No commission shall be paid to Agents on letters or cards of introduction. No agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him, of the passage money.

5118

6. No Agent shall send, or allow others to send, his tickets to the City of New York, or other places for sale. Nor will any Agent be allowed to sell tickets to former or disqualified agents of Conference Lines.

7. Any Agent who shall be reported to be in default to a Conference Line, shall be dismissed and disqualified.

8. No Agent of a Conference Line shall book passengers by any Steamer of any Line not represented by a member of this Conference of the Mediterranean

Conference or of the North Atlantic Steam Traffic Conference or by a party to the Scandinavian agreement.

9. Bill posting must be restricted at all places to the premises of the several Lines or their Agents.

10. It is in violation of the spirit of Conference to allow credit to be given for a part or the whole of the purchase money, on the sale of either outward or prepaid tickets. Part payments for prepaid tickets shall not be allowed.

11. No circular or publication of any kind shall be 5120
issued, reflecting upon or instituting any unfavorable comparison with any Conference Line. Nor shall any Agent support or advertise in any newspaper or publication that may attack a Conference Line.

12. Any Agent who shall sell a passage ticket under false representations as to the Line or the route by which the passenger is to be transported shall be dismissed and disqualified.

13. When an Agent advertises or offers a rate for passage to or from Europe, he must name the line by which such rate is available.

14. Agents shall not be entitled to commission on 5121
tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale.

15. No agent shall be justified in allowing commissions, or committing any breach of the Conference rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the rules and to report any violation thereof that may come to his knowledge, to the Secretary of the Conference.

LAWSON SANDFORD,
Secretary.

19 Broadway, New York, September 1st, 1895.

5122 **Petitioner's Exhibit 222-K.**

Circular No. 13—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, April 5, 1905.

Agents are advised that the Austro-Americana Line and the Cunard Line are members of Conference.

Yours truly,
AUSTRO-AMERICANA LINE.
CUNARD LINE.
5123 FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
UNION LINE.

5124

Petitioner's Exhibit 222-L. 5125

Circular No. 14—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, May 23, 1905.

Agents are hereby instructed not to book via Genoa or Naples third class passengers *destined to Continental points.*

It will be considered a violation of this regulation if agents attempt to book passengers of Continental nationalities (such as Austrians, Croatians, Dalmatians, Galicians, Germans, Hungarians, Russians, Slavonians, etc.) to any point in Italy. 5126

Only *bona fide Italian and Oriental passengers* may be booked to or via Italian ports.

Yours truly,
AUSTRO-AMERICANA LINE.
CUNARD LINE.
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.

5127

5128 **Petitioner's Exhibit 222-M.**

Circular No. 15—Third Series. This cancels all former Circulars except No. 14, of May 23, 1905.

THE CONTINENTAL CONFERENCE.

AUSTRO-AMERICANA.
CUNARD LINE.
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
5129 RUSSIAN-AMERICAN LINE.

To all Agents.

The Rules and Regulations of each of the Lines, covering all of their several Services, as now in force, and which relate to first class, second class and third class or steerage passengers are reprinted below for the convenience and guidance of agents.

The agents must comply with the letter and spirit of these Rules and Regulations, under the alternative of loss of agency or such other action as may be warranted in each case.

5130 Agents are especially requested in compliance with a Rule below, to report any violation of the Rules and Regulations that may come to their knowledge, with proof to the Conference.

Each Line will fix and will announce on its own circulars the rates of passage by its steamers and the commissions to be retained by its agents.

The Rules and Regulations are as follows:

1. All tickets must be sold at current tariff rates. The entire amount of commission granted by the Line may be retained by its agents. All drawbacks, dis-

counts, credits, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited. No improper inducements shall be held out, directly or indirectly, to purchasers of tickets, whether by offer in letter, circular or newspaper advertisement or otherwise. 5131

2. Steerage passengers booked through to inland points in Europe or to or from inland points in America, on both outward (Eastbound) and prepaid (Westbound) business, shall be charged the actual tariff inland American and/or European rail rates in addition to the ocean fare, except where special through rates are authorized by circular of a Steamship Line. 5132

3. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue and place of sale. Advices of all sales must be sent to the General Agents *promptly* accompanied by remittance.

4. No commission will be paid by any Line to agents on letters or cards of introduction. No agent shall be entitled to a commission except on the actual issue of a ticket and direct receipt by him of the passage money.

No agent shall accept any commission or allowance of any description from any person, firm or company, in Europe or in America, on the business he transacts except the commission granted him by the Conference Line or Lines he represents by direct appointment. 5133

5. No agent shall send or allow others to send his tickets outside of his own office for sale. No agent shall sell tickets to or have dealings with former or disqualified agents, peddlers, runners or persons of any sort, endeavoring to do steamship business, nor shall he be allowed to employ agents of any description, or any person to solicit steamship business in front of his office.

5134 *Petitioner's Exhibit 222-M*

6. Agents shall be allowed to sell passage tickets only in the office for which they have been appointed. No agent shall be allowed to sell tickets for a line he does not represent or assist in any way to procure such tickets. No agent shall be allowed to sell tickets to another agent over any line which the latter does not represent. Agents are prohibited from advertising themselves as agents for, or to do business in any way over, Lines they are not authorized to represent by direct appointment.

7. No agent shall hold or accept for sale any form
5135 of tickets other than those supplied him by the Conference Line or Lines he represents. No agents shall issue orders, certificates, passage contracts or tickets of his own or of any other individual or firm, etc., nor shall he be permitted to issue orders, certificates, passage contracts or tickets on private correspondents or firms in Europe or elsewhere for outward or prepaid business. Nor to advise the names or addresses of prepaid passengers to any one in Europe or elsewhere.

8. Any agent who shall be ascertained to be in default to a Line, Member of this Conference or of the Mediterranean Conference or of the North-Atlantic Passenger Conference, shall thereupon be dismissed
5136 and disqualified by all the Lines, Members of these Conferences.

9. Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the line or the route by which the passenger is to be transported.

Petitioner's Exhibit 222-M 5137

10. *Advertising.*

(*a*) By the term Advertisement shall be covered all posters, circulars, handbills or other announcements in regard to Steamship business, newspaper advertising, paid reading notices, etc.

(*b*) All advertisements shall conform to the truth.

(*c*) No comparison shall be made in any advertisement or verbal statement made, reflecting upon or instituting unfavorable comparisons between one Line or steamer and any other.

(*d*) All advertisements shall contain the date and 5138
place of issue.

(*e*) All advertisements or offers otherwise of a rate of passage to or from Europe shall include the name of the Line and service (and/or steamer if more than one rate applies to its steamers) over which the rate is available and with a rate advertised or offered otherwise in the interior a clear statement shall be made whether it is for ocean passage or for through ocean and rail passage and showing the class of accommodation covered thereby.

(*f*) All advertisements announcing reductions in rates shall include the actual rates. 5139

(*g*) No cut of a steamer not employed in the North Atlantic trade of a Line, Member of Conference, shall be used in an advertisement.

(*h*) No claim shall be made in an advertisement of a greater size for a steamer than the gross registered tonnage of such steamer as published in Lloyd's Register, the Bureau Veritas or Germanischer Lloyd.

(*i*) Bill posting must be restricted at all places to the immediate premises of each agent.

5140 *Petitioner's Exhibit 222-M*

(*k*) No agent shall advertise himself as a "general agent" or "general passenger agent" on letterheads or otherwise.

11. No advices of prepaid steerage tickets will be accepted by any Line unless the passengers are booked through to final destination on Steamship Company's blanks. Agents must remit immediately upon the sale of a prepaid steerage ticket for the ocean and inland transportation to either the General Agency at the port of landing in America of the Steamship Company by which the prepaid passenger is to be forwarded or to
5141 the official General Passenger Agency of such company in the interior in whose territory the agent is located.

12. When an agent is disqualified the sale of Steamship tickets for all classes of business at his place or places of business and/or residence is thereby prohibited.

By the term "agent" is covered the individual or the members of a firm employed as agent.

The members of a firm declared disqualified are therefore also declared to be individually disqualified.

13. Agents will be held responsible for all transactions, relating to the business of the Lines, carried on
5142 in their offices or premises whether by themselves or others.

14. Agents shall not be entitled to commission on tickets purchased to test the observance of rules, even though no rule may have been violated in making the sale.

15. No agent shall be justified in committing any breach of these Rules, because some other agent may be doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge *with proof, in the form of an affidavit* to the Conference.

19 Broadway,

New York, August 15, 1905.

Petitoner's Exhibit 222-N. 5143

Circular No. 16—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, July 2, 1906.

Agents are advised that the Russian East Asiatic Steamship Company, Emil L. Boas, General Agent, is a member of Conference.

Yours truly,

AUSTRO-AMERICANA LINE.
CUNARD LINE. 5144
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
RUSSIAN EAST ASIATIC S. S. CO.
UNION LINE.

5145

5146 **Petitioner's Exhibit 222-O.**

Circular No. 17—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, December 27, 1906.

Agents are advised that the Russian East Asiatic Steamship Company, Ltd., have this day resigned their Conference Membership.

Yours truly,

AUSTRO-AMERICANA LINE.
5147 CUNARD LINE.
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
RUSSIAN EAST ASIATIS S. S. CO., LTD.
UNION LINE.

5148

Petitioner's Exhibit 222-P. 5149

Circular No. 18—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, March 2, 1907.

Question having been asked by several agents, it is hereby advised that the Russian East Asiatic Steamship Company, Ltd., *retired* from Conference Membership on December 27, 1906.

The undernoted Lines *only* are members of Conference: 5150

AUSTRO-AMERICANA LINE.
CUNARD LINE.
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
UNION LINE.

5151

5152 **Petitioner's Exhibit 222-Q.**

Circular No. 19—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, March, 1908.

Agents are advised that the undersigned only are members of The Continental Conference:

AUSTRO-AMERICANA.
CUNARD LINE.
FRENCH LINE.
5153 HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.

5154

Petitioner's Exhibit 222-R. 5155

Circular No. 20—Third Series.
Reaffirming Circular 14.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, April 9, 1908.

Agents are hereby instructed not to book via Genoa or Naples third class passengers *destined to Continental points.*

It will be considered a violation of this regulation if agents attempt to book passengers of Continental 5156
nationalities (such as Austrians, Croatians, Dalmatians, Galicians, Germans, Hungarians, Russians, Slavonians, etc.) to any point in Italy.

Only *bona fide Italian and Oriental passengers* may be booked to or via Italian ports.

AUSTRO-AMERICANA.
CUNARD LINE.
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.

5157

5158 **Petitioner's Exhibit 222-S.**

Circular No. 21—Third Series.

THE CONTINENTAL CONFERENCE.

No. 19 Broadway,
New York, September 1, 1908.

Agents are advised that the Russian-American Line (Russian East Asiatic S. S. Co., Ltd.) is a member of Conference.

AUSTRO-AMERICANA.
CUNARD LINE.
5159 FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
RUSSIAN-AMERICAN LINE.

5160

Petitioner's Exhibit 222-T. 5161

Montreal,
Portland,
Quebec,
Boston, February, 1909.
New York,
Philadelphia,
Baltimore,

To our Agents:

Attention of our agents is called to the long standing rule of the Lines, which reads:

"Agents are prohibited from booking passengers for 5162
any steamer except those of the Lines, members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported."

Agents are advised that the undersigned comprise the full list of members of

The Continental Conference:

AUSTRO-AMERICANA.
CUNARD LINE. 5163
FRENCH LINE.
HAMBURG-AMERICAN LINE.
HOLLAND-AMERICA LINE.
NORTH GERMAN LLOYD.
RED STAR LINE.
RUSSIAN-AMERICAN LINE.

5164 *Petitioner's Exhibit 222-T*

The North-Atlantic Passenger Conference:

ALLAN LINE.
AMERICAN LINE.
ANCHOR LINE.
CANADIAN PACIFIC RAILWAY.
(Atlantic Steamship Lines.)
CUNARD LINE.
DONALDSON LINE.
SCANDINAVIAN-AMERICAN LINE.
WHITE STAR LINE.
WHITE STAR-DOMINION LINE.

5165

5166

Petitioner's Exhibit 223. 5167

Re-British Conference Agreement.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

Meeting No. 3.

Minutes of a Meeting of Representatives of The North Atlantic Passenger Conference held at No. 19 Broadway, New York, on Thursday, April 23d, 1896, at 11 o'clock, A. M., for the purpose of acting upon Rules and Regulations for the government of business in America. 5168

Present:

Allan Line:
Mr. Andrew A. Allan.
Mr. George Hannah.
Allan-State Line:
Mr. R. Baldwin.
American Line:
Mr. James A. Wright.
Mr. Arthur Lederer.
Anchor Line:
Mr. D. Henderson.
Mr. W. Coverly. 5169
Beaver Line:
Mr. George A. Ringland.
Cunard Line:
Mr. Robert Floyd.
Dominion Line:
Mr. R. F. Macfarlane.
White Star Line:
Mr. Harold A. Sanderson.
Mr. H. Maitland Kersey.
Mr. S. S. Cortis.

5170 *Petitioner's Exhibit 223*

20. On motion, it was

Resolved, that Mr. William Coverly act as Chairman of the meeting.

21. Read, Minutes of the Meetings held on January 9 and 10, 1896, which were confirmed.

22. The Rules and Regulations (awaiting ratification) appearing at the foot of the Minutes of the Meetings held January 9 and 10, 1896, were then read, section by section, and as amended and ratified appear below.

5171 23. On motion, it was

Resolved, that Messrs. Kersey, Wright and Hannah be appointed a committee to nominate the Arbitrators, consulting with the Chicago representatives with respect to the Chicago Arbitrator.

24. On motion, it was

Resolved, that the Rules and Regulations of the North Atlantic Passenger Conference shall go in effect, subject to final approval, on and after Monday, May 17th, 1896; and that Conference circulars reciting the Rules and Regulations for the government of subagents be printed, to be mailed by the Lines individually to their agents not later than May 13th, 1896.

5172 25. The Secretary was instructed to confer with the representatives of the Thingvalla Line in America as provided for under Minute 11 and to request that this company make a deposit as required by Rule 8.

26. The Minutes of the Meeting held January 16, 1896, were then taken up and confirmed as a correct record of the proceedings of that meeting. They were acted upon as follows:

Mr. Ringland stated that the Beaver Line can only consider rates, commissions and rules for first and second cabin business entirely apart from the Rules and Regulations governing steerage business.

Mr. Floyd stated that he was not authorized to vote on matters connected with cabin or second cabin business.

SECOND CABIN BUSINESS.

27. On motion, it was

Resolved, that the equivalent (calculated at $5 being equal to £1, Sterling) of the rates and commissions provided for in the Liverpool agreement of April 8, 1896, for Westbound second cabin business be adopted and put in force on and after for 5174
Eastbound business, except that all steamers when carrying cattle be allowed a differential of $2.25 off the lowest rate, and also except that commission be fixed at 5%, with a minimum of $3 for a single and $5, for a round trip passage.

FIRST CABIN BUSINESS.

28. On motion, it was

Resolved, that for the steamers "Campania," "Lucania," "Umbria," "Etruria," "Majestic," "Teutonic," "Paris," "New York," "St. Paul," "St. Louis," the minimum first cabin rate shall be $75.

5175

The minimum rate for the steamers "Servia," "Aurania," Cunard Boston steamers, "City of Rome," "Britannic," "Germanic," "Adriatic," "Berlin," "Chester," shall be $60.

The minimum rate for the steamers of the Allan and Dominion Lines shall be $52.50.

The minimum rate for the steamers of the Beaver Line shall be $50 for single passage by all steamers, excepting that for the steamer "Lake Winnipeg" a minimum rate of $45 may be charged for Eastbound business as per separate agreement for cabin business

between the Canadian Lines, and $95 for minimum round trip passage.

And that these rates shall take effect on and after (Min. 15, 16).

29. On motion, it was

Resolved, that on all first cabin rates of $75 and upward the reduction to be allowed for round trip passage shall be not greater than 10% of the combined East and Westbound rates.

30. On motion, it was

Resolved, that commission to sub-agents on first
5177 Cabin business shall not be more than 5% of the passage money, with a minimum of $4 per adult for each single passage.

31. On motion, it was

Resolved, that the recommendation contained in Minute 19 be put in effect on and after October 1, 1896, subject to approval of the Continental and Mediterranean Conferences.

32. On motion, it was

Resolved, that any Line shall be at liberty to retire from those agreements respecting cabin and second cabin business, on giving fourteen clear days' notice
5178 in writing to the secretary of intention so to do.

Adjourned.

Confirmed.

WILLIAM COVERLY,
Chairman.

Lawson Sandford,
Secretary.

Petitioner's Exhibit 223 5179

RULES AND REGULATIONS FOR A NORTH ATLANTIC PASSENGER CONFERENCE.

Ratified in New York, April 23, 1896 (Minute 22).

Amended, May 15, 1896 (Minute 36).

1. WHEREAS, it is desirable that the Steamship Lines engaged in the North Atlantic trade, having their terminal ports in Great Britain, should combine and organize an Association to make Rules and Regulations for the proper conduct of their business in America.

5180

2. RESOLVED, That the Lines establish in New York an Association to be known as the North Atlantic Passenger Conference to adopt such Rules and Regulations for the working of the passenger business on this side of the Atlantic as may be considered necessary or desirable for the best interests of the trade.

3. RESOLVED, That the Lines party thereto and forming such Association shall comprise the following, viz: Allan Line—Montreal-Liverpool, Glasgow-Boston and Allan State Line, American Line—New York-Southampton, Philadelphia-Liverpool, Anchor Line, Beaver Line, Cunard Line—New York-Liverpool, Boston-Liverpool, Dominion Line, White Star Line. And that the Conference shall be considered as established, 5181
and its obligations binding, so soon as these presents are ratified and approved by the representatives of all the Lines.

4. RESOLVED, That the members of this Conference agree, one with the other, to faithfully abide by and fulfill every rule and obligation adopted at its meetings and embodied in the minutes thereof, in spirit as well as letter, and to consider and maintain all questions and actions that may be considered or adopted in connection herewith, as sacred and confidential and this undertaking is considered as made upon honor.

5182 *Petitioner's Exhibit 223*

GENERAL RULES FOR STEERAGE BUSINESS.

5. Meetings of the representatives of the Lines parties hereto may be called at the request of any Line, at any time, by written notice to the Secretary, and by him to the members, stating so far as practicable the business to be presented for consideration, the notices calling such meetings to be mailed or delivered to members at least 48 hours before the time fixed for meeting.

6. The presence of the representatives of three
5183 Lines shall constitute a quorum; but no Line shall be bound by any act or resolution adopted in the absence of its representatives, unless the same be subsequently approved in writing by that Line. All action must be unanimously agreed to before becoming operative. And, unless otherwise provided, such action shall become operative 48 hours after delivery to the several parties of the Minutes in which it is recorded.

7. The chair shall be taken by the representatives of the several Lines in rotation, in the alphabetical order of the names of their respective Lines.

8. The sum of $1,000 shall be deposited upon the
5184 ratification of these presents, by each of the Several Lines, in the Union Trust Company of New York to credit of the Conference, and by such Company to be held as security for, and if necessary in satisfaction of, any penalty imposed by award of the Arbitrator for violation of Rules, and said deposit of $1,000 must at all times during the continuance of this Agreement be kept good by the several Lines.

9. Mr. James A. Wright is appointed to act as Trustee for the deposits made under Rule 8, and such deposits shall be subject to the joint order of the Trustee and the Arbitrator.

Petitioner's Exhibit 223 5185

10. Mr. Lawson Sandford is hereby appointed Secretary at the pleasure of the Conference, his remuneration to be fixed at the rate of $3,000 per annum from all Lines represented, which sum shall include the use of a Room for Meetings, expense of printing the Minutes, etc., and which shall be apportioned *pro rata* according to number of steerage passengers East and Westbound, carried by the several Lines, during the year preceding

11. Meeting of the Heads of Passenger Departments shall be held whenever necessary to consider and make such recommendations as they may deem 5186
necessary for the proper working of the Passenger business under the Agreement, and to take action on complaints against agents.

12. No Line or its Agents shall allow drawbacks, discounts, commissions, presents nor allowances of any description made with a view of influencing passengers.

13. For all Lines from the United States (except for Eastbound Continental business,) the Conference or Common Points in America shall be New York, Boston, Philadelphia and Baltimore, and also for the Cunard Line, Boston Service only, Portland; 5187
and for the Canadian Lines, Portland, Boston, St. Johns, N. B., and Halifax, N. S., in Winter, Quebec and Portland in Summer.

Passengers booked to or from other places in America, except as specially provided for in Rule 14, shall pay the actual fare to or from the port of embarkation or debarkation.

For Eastbound business to Great Britain and Ireland the Conference or Common Points in Great Britain and Ireland shall be the same for all Lines, viz.: Liverpool, London, Londonderry, Glasgow, Belfast and

5188 *Petitioner's Exhibit 223*

Queenstown. Passengers booked to other places in Great Britain and Ireland shall pay the actual fare from port of debarkation except in the case of the American Line Southampton Service and Liverpool Canadian Lines, who are allowed to include the rail ticket to London only.

For Westbound (prepaid) business from Great Britain and Ireland, the rates are off the port of embarkation in Great Britain and Ireland except in the case of the American Line Southampton Service and Liverpool Canadian Lines who are at liberty to give free tickets from London.

5189 The Common Points in Scandinavia for Eastbound and Westbound business shall be those adopted from time to time by the Liverpool Conference.

14. The through rates to and from all points in the territory covered by the "New England Tariff" shall be computed by adding to the Ocean fare, the actual Inland fare between each place and Boston or New York, whichever may be lowest.

The actual amount of passage money received shall in all cases appear on the ticket, and the amount remitted by Agents shall be this amount, less commission and actual cost of Inland transportation by the cheapest route, to the port of embarkation or from the port

5190 of debarkation, except for passengers from Boston and places beyond, who may be forwarded to New York by any Line of Sound Steamers.

15. Any Line party to this Agreement may in cases of emergency, carry passengers for any other party to the Agreement at the net rate received by such other Line for the transportation of such passengers. When passengers are so carried they shall be immediately reported by the carrying Line to the Secretary for the information of the other Lines.

5191

16. The Charity rates shall be uniformily $15 net for steerage passage by any Line to port of debarkation only, but is only to apply to cases where the said passage money is paid by a *bona fide* Aid Society when granted by special order of the Manager (or Managing Agent). And it shall further be discretionary with the Manager (or Managing Agent) to grant Charity rate or free passage when considered desirable, not exceeding in number, twenty-five per annum.

17. No free or reduced rate tickets, whether saloon, second cabin, intermediate or steerage, shall be issued to "leaders" or others, to advertise, influence or secure steerage passenger business.

5192

18. Commission to Agents, (which shall cover all charges for bill-posting, advertising, exchange, and all other expenses), shall be on all steerage passengers, outward and prepaid, $2 per adult.

Children, half commission.

Infants, when paid for, 50 cents.

19. The only eligible Agents for New York City and vicinity shall be those included in the Secretary's list, dated October 23, 1895, and no additional Agents shall be appointed except to fill vacancies, of which the Secretary shall be promptly advised, or by unanimous consent.

5193

20. All advertising bills shall be paid directly to and upon the vouchers only of the newspaper publishing the advertisement, or the recognized advertising agent of the Line.

21. No circular or publication shall be issued by any Line reflecting upon or instituting comparisons unfavorable to any other Lines party to this Agreement, and no Line shall support any newspaper which may systematically attack any Conference Line.

5194 *Petitioner's Exhibit 223*

22. The full amount paid shall be refunded for tickets purchased to test the observance of rules.

23. Should any member of this Conference desire at any time to prefer a claim against any other member for damages arising out of an alleged breach of any Rule adopted by this Conference, he shall give notice in writing to the Secretary, and a like notice to the party complained of, stating the nature and particulars of such charge.

At the expiration of seven days from the date of delivery of such notices, unless satisfactory settlement
5195 is arrived at in the meantime, the said charge shall stand referred to the Arbitrator, whose award shall be final; and the plaintiff and defendant shall well and truly abide by, obey and comply with such award.

24. Under this Agreement Mr. F. W. J. Hurst, is hereby appointed Arbitrator in New York, Mr. , Arbitrator in Chicago and Mr. D. Connelly, Arbitrator in Montreal. The decisions of the Arbitrators shall be final in all cases.

The territory of jurisdiction of the respective Arbitrators shall be as follows:

1. New York—for all points East of Chicago.

5196 2. Chicago—for itself and all points West thereof.

3. Montreal—for all Canada.

25. And party hereto may, at any time, withdraw from this Agreement, upon giving 14 days' previous notice to the Secretary, in writing, of intention so to do.

GENERAL PASSENGER AGENTS.

26. Each Line is restricted to one General Passenger Agent at Chicago, Boston, Philadelphia, San

5197

Francisco or other Pacific Coast point (one point only), Winnipeg and Toronto; and may pay said General Passenger Agent an extra commission not exceeding $1.00 for each adult steerage passenger, and 50 cents for each child booked through him, provided such General Passenger Agent is not in receipt of a fixed annual salary irrespective of business secured. Such General Passenger Agents may employ sub-Agents, and pay them the regular Agent's commission. General Passenger Agents shall be governed by General Rule 20.

5198

Each Line shall file with the Secretary the name and address of each of their General Passenger Agents, defining the territory over which they are in charge.

The payment of the extra commission of $1.00 shall apply to the designated General Agency points where the Lines have no offices of their own. (Min. 37.)

AGENTS AND SUB-AGENTS.

27. Agents must in all cases adhere strictly to the gross Tariff rates—all drawbacks, discounts, commissions, presents or allowances, of any description, made with a view of influencing passengers, are prohibited.

5199

28. The actual amount received for passage money must always appear on the passage ticket, which must also bear the actual date of issue, and place of sale. There must be no return or division of any portion of the commission, no deduction from the inland fare, and no improper inducements held out, directly or indirectly to purchasers of tickets.

29. No commission shall be paid to Agents on letters or cards of introduction. No Agent shall be deemed entitled to a commission except on the actual issue of a ticket, and direct receipt by him of the passage money.

5200 *Petitioner's Exhibit 223*

30. No Agent shall send, or allow others to send his tickets to the City of New York, or any other place, or to any other Agent for sale; and no Agent shall accept or hold for sale any tickets other than those supplied him by a head office or the General Passenger Agent of a Conference Line.

31. No Agent in the City of New York or elsewhere will be permitted to solicit persons at other places to apply to him for passage by the naming of any rate lower than the gross Tariff rate, either personally or by letter, circular or newspaper advertise-
5201 ment.

32. No Agent shall be justified in allowing commissions, or committing any breach of the Conference Rules, because some other Agent may be doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge, *with proof*, to the Secretary, or to some party to the Agreement.

33. Except in the territory of the Trunk Lines (as now existing) prepaid tickets shall be issued only for *through passage* to final destination of passenger. No Line or its Agents shall pay Sub-Agents more than the regular official commission on both ocean and inland
5202 fare.

34. When an Agent advertises or offers a rate for passage to or from Europe, he must name the Line by which such rate is available.

35. No circular or publication of any kind shall be issued, reflecting upon or instituting any unfavorable comparison with any Conference Line.

36. Bill posting must be restricted at all places to the immediate premises of each Agent.

Petitioner's Exhibit 223

5203

37. From the amount refunded for unused steerage tickets, there shall be deducted, from the net amount received by the Line for such tickets, a cancellation fee of 10% of the gross passage money, but in the case of *bona fide* purchasers no cancellation fee shall be deducted.

38. Any Agent who shall be reported to be in default to any Line party to this Agreement, shall thereupon be dismissed and disqualified by all other Lines parties hereto.

39. When an Agent is disqualified, the sale of steamship tickets at his place of business and/or residence is thereby prohibited.

5204

40. No Line shall employ any Agent who shall be disqualified for reasons approved at a meeting of the Conference.

41. For any violation of these Rules, and unless otherwise therein provided for, Agents shall for the first offense be fined not exceeding $100; for the second offense not less than $100; and for the third offense they shall be disqualified. Nothing, however, herein shall prevent the Conference from disqualifying an Agent for any offense, if circumstances warrant.

5205

5206 **Petitioner's Exhibit 224.**

Correspondence between Lawson Sandford, H. A. Eschenburg, H. Claussenius & Co., Chicago, in Relation to Matter of Zinner, Bock & Co., of Chicago.

COPY.

Office of
Chicago Committees
of
The Trans-Atlantic
Passenger Conferences

5207 153 La Salle Street,
Chicago, Mar. 11, 1909.

Mr. Lawson Sandford,
Secretary.

Dear Sir:

Under separate cover I send you copies of the minutes of meeting No. 13, of the Chicago Committee of the American-Atlantic Conference, held Tuesday, March 2, 1909.

In accordance with the motion unanimously adopted (Page 5, 2nd paragraph), also send you all the reports, affidavits, letters, test tickets, ocean and rail, and any other documents enumerated in the minutes together
5208 with a transcript of the verbatim report of the proceedings of the meeting.

Yours truly,
(Signed) H. A. ESCHENBURG,
Secretary, Chicago Committee.

Petitioner's Exhibit 224 5209

COPY.

New York, March 12, 1909.

H. A. Eschenburg, Esq.,
Chicago.

Dear Sir:

Received today copy in duplicate of minutes of A. A. C. meeting No. 13 held March 2. Subject matter thereof it is noted has been left to the General Managers, following a proposition to withdraw all restrictions as to Chicago Agents. It appears to have been 5210
moved that "the whole matter before this Committee today" be referred to the General Managers.

Please specify what particular points are so referred. Surely in the present state of relations between the Lines there is to be no relaxation of regulations in control of the business and agents as well as the desire of the General Managers to avoid any unnecessary friction and expense.

Yours truly,
(Signed) LAWSON SANDFORD.

5211

COPY.

March 16, 1909.

H. A. Eschenburg, Esq.,
Chicago.

Dear Sir:

Chicago A. A. C. Meeting (13) March 2.

Referring to ours 12th March, we received yours 11th on yesterday with the various enclosures but it will expedite matters if you will categorically reply

5212 *Petitioner's Exhibit 224*

to the questions we asked—"please specify what particular points are so referred" to the General Managers.

Yours truly,
(Signed) LAWSON SANDFORD.

COPY.

Office of
Chicago Committees
of
5213 The Trans-Atlantic
Passenger Conferences

153 La Salle St.,
Chicago, March 17, 1909.

Mr. Lawson Sandford,
Secretary, New York.

Dear Sir:

I beg to acknowledge receipt of your favor of March 12, 1909, with reference to Minute of Chicago American-Atlantic Meeting No. 13, held March 2, 1909. The letter was read at yesterday's meeting of the Chicago Committee and the action taken is outlined under
5214 Minute 54, of Minutes of that Meeting of which I enclose a carbon copy.

Yours truly,
(Signed) H. A. ESCHENBURG,
Secretary, Chicago Committees.

Petitioner's Exhibit 224 5215

April 2, 1909.

H. A. Eschenburg, Esq.,
Chicago.

Dear Sir:

I sent you by registered mail all the papers received from you in regard to the Belinski case. No attempt has been made to deal with refunds here—please do so at Chicago.

Minutes Chicago A. A. C. Meeting No. 13, March 2, and No. 14, March 16, were acted upon at a meeting held here today, which will be advised as soon as the action taken is confirmed. 5216

Please take this as final action on yours March 11.

Yours truly,
(Signed) LAWSON SANDFORD.

Registered Letter
Enclosure.

COPY.

New York, April 12, 1909.

Messrs. H. Claussenius & Co., 5217
Chicago.

Dear Sirs:

"Belinski,"—Zinner, Bock & Co.

In the matter of the evidence in this case presented to The American Atlantic Conference including your replies thereto, oral and written particulars of which are referred to in sufficient detail on Chicago Committee proceedings—Conference has acted.

These complaints involve you directly.

5218 *Petitioner's Exhibit 224*

The evidence and your admissions show gross carelessness and lack of appreciation on your part of the responsibilities of the position of a General Passenger Agent of a Conference Line, for which no excuse can be accepted.

For the gross violation of Conference rules involved a fine of $500 is hereby imposed upon you for dealings with the dummy "Belinski" and with Zinner, Bock & Co.

The amount of this fine is to be remitted to this office.

Yours truly,

5219 (Signed) LAWSON SANDFORD,
Secretary.

COPY.

NORTH GERMAN LLOYD STEAMSHIP CO.

Chicago, April 15, 1909.

Mr. Lawson Sandford,
Secretary, Trans-Atlantic Passenger Conferences,
17 State St., New York.

5220 Dear Sir:

Your favor of 12th inst. is received and contents noted.

In reply to same will say that the action of Conference in the Belinski matter is a complete surprise to us, as the evidence presented does not show that we were accused of having appointed Belinski for the purpose of using him as a dummy for Zinner, Bock & Co. nor that we knowingly maintained his Agency as an irregular one, in fact it does not show that our firm was on trial at any time during the proceedings, and we

5221

are prepared at any moment to testify to the fact that we were at all times in ignorance of the real character of Belinski's Agency.

The only charge we are willing to acknowledge is that of carelessness, and this consisted in our having taken it for granted that instructions that had been given one of our employees at the time we received letters from the Hamburg American Line and the Anchor Line concerning Belinski, to proceed to South Chicago and look up the man and investigate his doings, had been complied with, while this in fact had not been done, a condition which we did not become aware of until March 2nd last, for which date the Special Meeting of the Chicago Committee to consider the Belinski case had been called.

5222

In view of the above we reserve the right to demand a rehearing of the case in due course.

Meanwhile we beg to hand you enclosed our check No. 3099 on Messrs. Kountz Bros., New York City, for $500 in payment of the fine imposed, and are,

Yours truly,

(Signed) H. CLAUSSENIUS & CO.

COPY.

5223

New York, April 16, 1909.

Mr. H. A. Eschenburg,
Chicago.

Dear Sir:

Belinski Case.

Referring to recent correspondence and to the return of all papers to you, the receipt of which we hope has occurred, herewith letter from Anchor Line, New

5224 *Petitioner's Exhibit 224*

York office, April 15, transmitting bill for expenses in procuring test tickets. The items seem reasonable and necessary. They will be paid by us direct, together with any other outlays for tests that may have been incurred by other persons; but will you please arrange refund of the ocean tickets direct through your office?

Yours truly,
(Signed) LAWSON SANDFORD.

COPY.

5225 Office of
Chicago Committees
of
The Trans-Atlantic
Passenger Conferences

153 La Salle Street,
Chicago, April 19, 1909.

Mr. Lawson Sandford,
New York.

Dear Sir:

Belinski Case.

5226 I beg to acknowledge receipt of your favor of April 16, 1909, with enclosures, and also all papers and documents in this case together with copy of Minutes of Meeting No. 12, American-Atlantic Conference, advising action taken in this matter by Conference.

I note that the bills for expenses in this connection will be paid by you direct. I am arranging for the refund of the various ocean and rail tickets purchased as test tickets and will make remittance to the respective Lines by which they were submitted.

Yours truly,
(Signed) H. A. ESCHENBURG,
Secretary, Chicago Committees.

Petitioner's Exhibit 224 5227

COPY.

New York, April 19, 1909.

Messrs. H. Claussenius & Company,
Chicago.

Dear Sirs:

"Belinski"
Zinner, Bock & Company

Yours April 15th received with check for $500 receipt of which is hereby acknowledged, in payment of fine notified you in ours 12th instant. Your letter will be presented at next meeting of Conference. 5228

As the evidence in the complaints is voluminous and has been most thoroughly scrutinized, it would be in your own interest in the meanwhile to submit concretely in writing basis on which you have established your opinion that a rehearing would in any wise alter the judgment of Conference in the premises.

Yours truly,
(Signed) LAWSON SANDFORD.

COPY.

New York, May 1, 1909. 5229

Messrs. H. Claussenius & Company,
Chicago.

Dear Sirs:

"Belinski"
Zinner, Bock & Company

Referring to ours 19th April, this is to inquire whether you expect to furnish additional documents in the immediate future—if it is your intention so to do, of course promptness will be useful.

Yours truly,
(Signed) LAWSON SANDFORD.

5230 **Petitioner's Exhibit 225 Marked for Identification.**

Same as Exhibit 142.

Mediterranean Conference Minutes.

Petitioner's Exhibit 226.

CONFIDENTIAL.

New York, Jan. 23, 1909.

5231 To the Lines:

Dear Sirs:

Commerical Allowance on First Class and Mixed Class Rail Business via D. L. & W. R. R. in Connection with Westbound S. S. Business.

Your Special Committee beg to advise all Steamship Lines that an arrangement has been made with the D. L. & W. R. R. whereby a commercial allowance of *10% with a maximum of $2* will be paid on all first class and mixed class business to Buffalo and all points west thereof.

5232 A commercial allowance of 5% with a maximum of $1 may be paid to sub-agents. This becomes operative at once; holds good for the year 1909 and will be paid on all prepaid (Westbound) or cash European business and on tickets sold on board Steamers on Westbound voyages.

On arrival of Steamers at piers a representative of the D. L. & W. R. R. will be present to arrange for rail tickets and for the through checking of baggage.

Negotiations with other Railroad Companies are now pending and progress will be duly reported upon.

The Lines are requested to refer to Special Com-

Petitioner's Exhibit 226 5233

mittee any offers or approaches from other Railroads in order to facilitate negotiations of your Special Committee.

Yours truly,
HERMANN WINTER,
EMIL LEDERER,
R. H. FARLEY,
A. C. H. NYLAND,
CESARE CONTI,
MAX STRAUS,
LAWSON SANDFORD,
Special Committee.

5234

These reports will carry a serial number in future.

Special Railroad Committee.
Serial No. 1.

CONFIDENTIAL.

New York, Jan. 26, 1909.

To the Lines:

Dear Sirs:

Commercial Allowance on First Class and Mixed Class Rail Business via D. L. & W. R. R. in Connection with Westbound S. S. Business. 5235

Referring to Special Railroad Committee report January 23, 1909, it is desired to say that the arrangement has not been made direct with the D. L. & W. but is the result of an offer by Messrs. A. E. Johnson & Co., 27 B'way, New York, with whom the Steamship Lines should communicate as occasion requires.

Attention is called to the concluding paragraphs of report Jan. 23, viz: "On arrival of Steamers at piers a representative of the D. L. & W. R. R. will be present to arrange for rail tickets and for the through checking of baggage. Negotiations with other Rail-

5236 *Petitioner's Exhibit 226*

road Companies are now pending and progress will be duly reported upon. The Lines are requested to refer to Special Committee any offers or approaches from other Railroads in order to facilitate negotiations of your Special Committee."

Commercial Allowance on First Class and Mixed Class Rail Business via Lehigh Valley R. R. in Connection with Westbound S. S. Business.

Your Special Committee further advise all Steamship Lines that an arrangement has been made with Messrs. A. E. Johnson & Co., 27 B'way, New York,
5237 whereby a commercial allowance of 10% with a maximum of $2 will be paid on all first class and mixed class business to Buffalo and all points west thereof.

One-half of this commercial allowance may be paid to sub-agents. This becomes operative at once, holds good for balance of calendar year 1909 and will be paid on all prepaid (Westbound) or cash (European) business whether cabin or third class and also on rail tickets sold on board steamers on Westbound voyages.

The operation of this arrangement is identical with that set forth in connection with the offer via D. L. & W.

These offers via D. L. & W. and L. V. R. R. are dis-
5238 tinctly coupled with the reservation that no portion whatever of the commercial allowance shall be divided with purchasers or passengers—gross rail rate must in all cases be charged.

As similar offers via other Railroads are expected promptly, it is suggested that it will be wise to withhold notifications to *booking agents in America* for a day or so.

Yours truly,
HERMANN WINTER,
EMIL LEDERER,
R. H. FARLEY,
A. C. H. NYLAND,
CESARE CONTI,
MAX STRAUS,
LAWSON SANDFORD,
Special Committee.

Petitioner's Exhibit 226 5239

General and Special Railroad Committees.

CONFIDENTIAL.

New York, February 5, 1909.

To the Lines:

Dear Sirs:

Commercial Allowance on First Class and Mixed Class Rail Business via Erie Railroad in Connection with Westbound Steamship Business.

Referring to and supplementing Special Committee reports 23rd and 26 January.

5240

For reasons which will be announced not later than February 6, the General and Special Railroad Committees request, that until further notice, the Steamship Lines shall as far as practicable direct all routable first cabin, second cabin and U. S. citizen third class Westbound business *via Erie Railroad* for Buffalo and points beyond, issuing Steamship Lines' own inland forwarding orders, which when endorsed *"Via Erie"* will be honored by that Railroad's dock representatives and by their ticket offices at Chambers and 23rd Street Ferries and at Jersey City.

Steamship Lines to keep record of their orders so issued and routed, bills to be settled *direct* between them and Erie.

5241

Yours truly,

EMIL L. BOAS,
WILLIAM COVERLY,
JOHN LEE,
General Committee.

HERMANN WINTER,
EMIL LEDERER,
R. H. FARLEY,
A. C. H. NYLAND,
CESARE CONTI,
MAX STRAUS,
LAWSON SANDFORD,
Special Committee.

5242 *Petitioner's Exhibit 226*

CONFIDENTIAL.

New York, February 8, 1909.

To the Lines:

Dear Sirs:

Direct Commercial Allowance on First Class and Mixed Class Rail Business via Erie Railroad in Connection with Westbound Steamship Business.

During Calendar Year 1909.

5243 Referring to joint General and Special Railroad Committees' report February 5, 1909, Erie Railroad makes *Direct Offer* to all Steamship Conference Lines of a commercial allowance on above described business in connection with Westbound Trans-Atlantic first cabin, second cabin and U. S. citizen third class passengers.

Commercial allowances being 10% (with maximum of $2) on such business to Buffalo and points beyond.

This has been accepted by the Steamship Committees, and arrangement is now operative, holding good for balance of calendar year 1909. Offer is contingent upon the definite acceptance by Steamship Lines of obligation to instruct their agents in no wise to directly

5244 or indirectly rebate or divide this commercial allowance with passengers—which obligation the Steamship Committees have accepted.

Steamship Lines shall use their own inland American forwarding orders which, when endorsed *"Via Erie"* will be honored by the representatives of that Railroad on the dock (who will also arrange for Railroad tickets and through checking of baggage there) or at any office of that Railroad in New York or Jersey City.

Because of this direct arrangement, Steamship Lines are expected to show preference to the Erie—it is the

5245

only offer of a Trunk Line Railroad made direct to the Steamship Lines in many years.

Steamship Lines are requested to refer to the Committees any offers or approaches from other Railroads in order to facilitate negotiations of the Committees. Intention being clearly defined that in regard to the principles involved and their development, it is not intended to accept offers indiscriminately from Railroads, even if possibly at a higher percentage of commercial allowance, to which latter end Lines are not working. They are desirous of a direct equitable arrangement on Westbound business with Trunk Line Association Railroads similar to recently perfected arrangements with C. P. A. on Eastbound business.

5246

Yours truly,

EMIL L. BOAS,
WILLIAM COVERLY,
JOHN LEE,
General Committee.

HERMANN WINTER,
EMIL LEDERER,
R. H. FARLEY,
A. C. H. NYLAND,
CESARE CONTI,
MAX STRAUS,
LAWSON SANDFORD,
Special Committee.

5247

5248 *Petitioner's Exhibit 226*

New York, March 4, 1909.

To the Lines:

Dear Sirs:

Direct Commercial Allowance on First Class and Mixed Class Rail Business via Erie Railroad in Connection with Westbound Steamship business During Calendar Year 1909.

Report dated February 8 has been delayed in transmittal to the Lines until today, but they have known individually through verbal communications contents
5249 thereof.

Erie Railroad now notifies that their direct offer to the Steamship Lines includes commercial allowance on above business that since February 8 may have been ticketed by Erie Railroad representatives on Steamship Docks.

Yours truly,
EMIL L. BOAS,
WILLIAM COVERLY,
JOHN LEE,
LUIGI SOLARI,
General Committee.

CESARE CONTI,
5250 S. S. CORTIS,
EMIL LEDERER,
A. C. H. NYLAND,
W. J. REILLY,
R. L. WALKER,
HERMANN WINTER,
LAWSON SANDFORD,
Special Committee.

Petitioner's Exhibit 226 5251

CONFIDENTIAL.

Report No. 1.

New York, March 24, 1909.

Special Westbound Railroad Committee
of the Steamship Lines.

To the Steamship Lines:

Dear Sirs:

Direct Commercial Allowance on First Class and Mixed Class Rail Business (Maximum Allowance Increased from $2 to $4) Via Erie Railroad in Connection with Westbound Steamship Business. 5252

Referring to direct offer of Erie Railroad contained in Committees' report February 8, 1909, Erie Railroad makes supplementary direct offer to all Steamship Conference Lines on rail business described therein—the rail commercial allowance effective April 1, 1909, is fixed at 10% (*with maximum $4*) on such business from *New York to Buffalo and to points West thereof via Buffalo or Salamanca.* It is available for cash business in Europe and prepaid business in America, also for business done by Erie on Steamship Docks.

5253

The routine terms in respect to this supplementary direct offer are same as stated in Committees' report February 8, 1909.

This supplementary direct offer has been accepted by the Committee for the Steamship Lines.

At whatever time it may be terminated by notice of Erie, protection of outstandings is distinctly covered.

Yours truly,

CESARE CONTI,
S. S. CORTIS,
EMIL LEDERER,
A. C. H. NYLAND,
W. J. REILLY,
R. L. WALKER,
HERMANN WINTER,
LAWSON SANDFORD,
Special Westbound Railroad Committee.

5254 *Petitioner's Exhibit 226*

CONFIDENTIAL.

Report No. 5.

Special Westbound Railroad Committee
of the Steamship Lines.

New York, August 31, 1909.

Westbound First Class and Mixed Class Rail in Connection with Steamship Business.

To the Steamship Lines:

Dear Sirs:

5255 Westbound Railroad Committee have recommended (and the Lines have confirmed) that the system of joint circulars of the Steamship Lines regarding East and Westbound railroad business be extended to the present question of control of routable Westbound first and second class and also third class U. S. citizens, by issue of a joint through-booking rule circular of the New York Lines, as per form below. Volume of the *routable* business can doubtless be increased by joint action.

Canadian S. S. Lines have also adopted same plan.

The rule cannot be made obligatory, as is the case with Westbound immigrant through-booking, but as
5256 far as practicable, both in Europe and America, and via all ports, through-booking should be controlled upon Steamship Lines' own inland orders.

Yours truly,
CESARE CONTI,
R. H. FARLEY,
EMIL LEDERER,
A. C. H. NYLAND,
W. J. REILLY,
R. L. WALKER,
HERMANN WINTER,
LAWSON SANDFORD,
Special Westbound Railroad Committee.

Petitioner's Exhibit 226 5257

Joint Circular of New York Steamship Lines.

(This circular is now being printed.)

(This cannot be made *obligatory* as is the immigrant through-booking rule.)

New York, September 1, 1909.

To our Agents:

You are requested hereafter to through-book, when practicable, to their final destination in the United States and Canada your prepaid and return (Westbound) second class passengers—also U. S. citizens in third cabin or third class—and, as far as possible, first class passengers as well, traveling on return or prepaid ocean orders via New York. 5258

Steamship Lines' own inland forwarding orders to be used in connection with ocean prepaid or return orders, or endorsement of the through booking to be made on such ocean orders for such Steamship Lines as do not furnish separate Westbound inland rail orders.

For present, and until further notice, a commercial allowance on first class and mixed class rail from *New York to Buffalo and Points West, via Buffalo or Salamanca* of five per cent (5%), with maximum of $2.00, may be deducted when advising such through booked prepaid or return orders—rail routing from the Seaboard to be at discretion of the Steamship Lines with due regard for convenience of passengers. 5259

Agents are reminded and cautioned that tickets must be sold at published rates; that the making of reductions is unlawful, and therefore dividing commissions with passengers is prohibited.

AMERICAN LINE,
ANCHOR LINE,

5260 *Petitioner's Exhibit 226*

ATLANTIC TRANSPORT LINE,
AUSTRO-AMERICANA,
CUNARD LINE,
FABRE LINE,
FRENCH LINE,
HAMBURG-AMERICAN LINE,
HOLLAND-AMERICA LINE,
ITALIA,
LA VELOCE,
LLOYD ITALIANO,
LLOYD SABAUDO,
NAVIGAZIONE GENERALE ITALIANA.
5261 NORTH GERMAN LLOYD,
RED STAR LINE,
RUSSIAN-AMERICAN LINE,
SCANDINAVIAN-AMERICAN LINE,
SICULA-AMERICANA,
SPANISH LINE,
WHITE STAR LINE.

New York, September 1, 1909.

To our Agents:

5262 You are requested hereafter to through-book, when practicable, to their final destination in the United States and Canada your prepaid and return (Westbound) second class passengers—also U. S. citizens in third cabin or third class—and, as far as possible, first class passengers as well, traveling on return or prepaid ocean orders via New York.

Steamship Lines' own inland forwarding orders to be used in connection with ocean prepaid or return orders, or endorsement of the through booking to be made on such ocean orders for such Steamship Lines as do not furnish separate Westbound inland rail orders.

Petitioner's Exhibit 226

For present, and until further notice, a commercial allowance on first class and mixed class rail from *New York to Buffalo and Points West, via Buffalo or Salamanca,* of five per cent (5%), with maximum of $2.00, may be deducted when advising such through booked prepaid or return orders—rail routing from the Seaboard to be at discretion of the Steamship Lines with due regard for convenience of passengers.

Agents are reminded and cautioned that tickets must be sold at published rates; that the making of reductions is unlawful, and therefore dividing commissions with passengers is prohibited.

AMERICAN LINE,
ANCHOR LINE,
ATLANTIC TRANSPORT LINE,
AUSTRO-AMERICANA,
CUNARD LINE,
FABRE LINE,
FRENCH LINE,
HAMBURG-AMERICAN LINE,
HOLLAND-AMERICA LINE,
ITALIA,
LA VELOCE,
LLOYD ITALIANO,
LLOYD SABAUDO,
NAVIGAZIONE GENERALE ITALIANA.
NORTH GERMAN LLOYD,
PRINCE LINE,
RED STAR LINE,
RUSSIAN-AMERICAN LINE,
SCANDINAVIAN-AMERICAN LINE.
SICULA-AMERICANA,
SPANISH LINE,
WHITE STAR LINE.

5266 *Petitioner's Exhibit 226*

CONFIDENTIAL.

Report No. 7.

Special Westbound Railroad Committee
of the Steamship Lines.

New York, August 26, 1910.

To the Steamship Lines:

Dear Sirs:

5267 *Direct Commercial Allowance on First Class and Mixed Class Rail Business via Baltimore and Ohio Railroad in Connection with Westbound Steamship Business.*

Referring to joint General and Special Railroad Committees' reports February 8, March 4th and 24th, 1909, promulgating offer from the Erie Railroad of a direct commercial allowance on first class and mixed class rail business, your Special Committee take pleasure in advising that the *Baltimore & Ohio* has today made a similar direct offer to all Steamship Conference Lines of a commercial allowance of 10%—with maximum of $4—on this class of business, in connection with Trans-Atlantic first class, second class and U. S.
5268 citizen third cabin and third class ocean passengers.

The allowance which is available for all business *from New York to points West of Trunk Line western termini including Pittsburg*, has been accepted by the Steamship Committee and is operative at once. This offer is contingent upon the definite acceptance by Steamship Lines of obligation to instruct their agents in no wise to directly or indirectly rebate or divide this commercial allowance with passengers—which obligation the Committee have accepted.

Petitioner's Exhibit 226

5269

Steamship Lines shall issue their own inland American forwarding orders which, when endorsed *"Via Baltimore and Ohio"* will be honored by the representatives of the Railroad on the dock (who will also arrange for railroad tickets and through checking of baggage there) or at any office of that Railroad in New York or Jersey City.

This commercial allowance is available for cash business in Europe and prepaid business in America and will also be paid on above described business that may be done by B. & O. representatives on steamship docks.

5270

Committee request in view of this direct offer that a good share of the routable business be turned over to Baltimore & Ohio.

Termination of this offer may be made at any time by notice of B. & O. but protection of outstandings is distinctly covered.

Lines are reminded of previous request of the Committee to refer to them any offer or approaches from other railroads, as this will facilitate their negotiations.

Yours truly,

CESARE CONTI,
A. C. H. NYLAND,
R. L. WALKER,

5271

EMIL LEDERER,
W. J. REILLY,
HERMANN WINTER,
LAWSON SANDFORD,

Special Westbound Railroad Committee.

5272 *Petitioner's Exhibit 226*

New York, Sept. 15, 1910.

To our Agents:

Your attention is again called to our joint circular September 1, 1909, authorizing a commercial allowance on first-class and mixed-class rail from *New York to Buffalo and Points West, via Buffalo or Salamanca* (by Erie R. R.), of five per cent (5%) with maximum of $2.00 on through-booked prepaid or return orders.

Agents were requested thereafter to through-book, when practicable, to their final destination in the
5273 United States and Canada prepaid and return (Westbound) second-class passengers—also U. S. citizens in third cabin or third-class—and, as far as possible, first-class passengers as well, traveling on return or prepaid ocean orders via New York.

Steamship Lines' own inland forwarding orders to be used in connection with ocean prepaid or return orders, or endorsement of the through-booking to be made on such ocean orders for such Steamship Lines as do not furnish separate Westbound inland rail orders.

We are now pleased to announce that a similar allowance on first-class and mixed-class rail business
5274 from *New York to Pittsburg and Points West, via Pittsburg, Pa., or Parkersburg, W. Va.* (by Baltimore & Ohio R. R.), may be deducted when advising such through-booked prepaid or return orders—rail routing from the seaboard to be at the discretion of the Steamship Lines with due regard for convenience of passengers.

Agents are reminded and cautioned that tickets must be sold at published rates; that the making of reductions is unlawful, and therefore dividing commissions with passengers is prohibited.

AMERICAN LINE,
ANCHOR LINE,

Petitioner's Exhibit 226 5275

ATLANTIC TRANSPORT LINE,
AUSTRO-AMERICANA,
CUNARD LINE,
FABRE LINE,
FRENCH LINE,
GREEK LINE,
HAMBURG-AMERICAN LINE,
HOLLAND-AMERICA LINE,
ITALIA,
LA VELOCE,
LLOYD ITALIANO,
LLOYD SABAUDO,
NATIONAL GREEK LINE, 5276
NAVIGAZIONE GENERALE ITALIANA.
NORTH GERMAN LLOYD,
RED STAR LINE,
RUSSIAN-AMERICAN LINE,
SCANDINAVIAN-AMERICAN LINE,
SICULA-AMERICANA,
SPANISH LINE,
WHITE STAR LINE.

CONFIDENTIAL.

5277

New York, March 8, 1911.

To the Lines:

Dear Sirs:

Direct Commercial Allowance on First Class and Mixed Class Rail Business via D. L. & W. R. R. in Connection with Westbound Steamship Business.

D. L. & W. make *direct offer* to all Steamship Conference Lines of a commercial allowance on above described business in connection with Westbound

5278 *Petitioner's Exhibit 226*

Trans-Atlantic first cabin, second cabin and U. S. citizen third class passengers.

Commercial allowance being 10% (with maximum of $4) on such business to Buffalo and points beyond—not on intermediate territory business.

This has been accepted by the Steamship Committee, and it is now operative for business presented on Steamship Companies' orders or booked by D. L. & W. on Steamship piers.

The arrangement holds good until cancelled.

The offer has been made "contingent upon the definite acceptance by Steamship Lines of an agreement
5279 that they will not themselves nor will they permit their agents in any wise to directly or indirectly rebate or divide this rail commercial allowance with passengers,"—*this obligation has been accepted in behalf of the Steamship Lines by this Committee.*

Steamship Lines shall use their own inland American forwarding orders, which, when endorsed "Via D. L. & W." will be honored by the representatives of that Railroad on the Steamship piers (who will also arrange for Railroad tickets and through checking of baggage there) or at any office of that Railroad in New York or Hoboken.

Steamship Lines are requested to refer to this Com-
5280 mittee any offers or approaches from other Railroads in order to facilitate negotiations of the Committee.

Committee will submit for approval a joint circular of the Steamship Lines to advise their agents of the Railroads and routings, over which direct offers are now operative, namely, via Erie, B. & O. and D. L. & W.

Yours truly,

For Westbound Railroad Committee
of the Steamship Lines,
Lawson Sandford, Secretary.

Petitioner's Exhibit 226 5281

CONFIDENTIAL.

New York, March 9, 1911.

To the Lines:

Dear Sirs:

Direct Commercial Allowance on First Class and Mixed Class Rail Business Via Lehigh Valley Railroad in Connection with Westbound Steamship Business.

Lehigh Valley make *direct offer* to all Steamship Conference Lines of a commercial allowance on above described business in connection with Westbound Trans-Atlantic first cabin, second cabin and U. S. citizen third class passengers. 5282

Commercial allowance being 10% (with maximum of $4) on such business to Buffalo and points beyond —not on intermediate territory business.

This has been accepted by the Steamship Committee, and it is now operative for business presented on Steamship Companies' orders or booked by Lehigh Valley on Steamship piers.

The arrangement holds good until cancelled.

The offer has been made "contingent upon the definite acceptance by Steamship Lines of an agreement 5283 that they will not themselves nor will they permit their agents in any wise to directly or indirectly rebate or divide this rail commercial allowance with passengers," *—this obligation has been accepted in behalf of the Steamship Lines by this Committee.*

Steamship Lines shall use their own inland American forwarding orders, which, when endorsed "via Lehigh Valley" will be honored by the representatives of that Railroad on the Steamship piers (who will also arrange for Railroad tickets and through checking of baggage there) or at any office of that Railroad in New York or Jersey City.

5284 *Petitioner's Exhibit 226*

Steamship Lines are requested to refer to this Committee any offers or approaches from other Railroads in order to facilitate negotiations of the Committee.

Committee will submit for approval a joint circular of the Steamship Lines to advise their agents of the Railroads and routings, over which direct offers are now operative, namely, via Erie, B. & O., D. L. & W., and Lehigh Valley.

Yours truly,
For WESTBOUND RAILROAD COMMITTEE
OF THE STEAMSHIP LINES,
Lawson Sandford, Secretary.

5285

STRICTLY CONFIDENTIAL.

Special Committee
Report
(Preliminary)

New York, 31 January, 1912.

Negotiations with Trunk Line Railroads Westbound Immigrant, forwarding arrangements completed effective 1 February, 1912.

5286 Referring to Special Committee report 17 January and to negotiations among the Steamship Lines in the interval, the Special Committee met Trunk Line Special Committee 31 January and concluded arrangements on Westbound immigrant forwarding, effective 1 February, 1912.

Trunk Lines will pay the Steamship Lines:

(a) On Westbound immigrant inland forwarding a commission of 10% (maximum $4) on immigrant inland fares $2.50 and over to destinations under their control and by participation for destinations beyond.

Petitioner's Exhibit 226

5287

(b) Also a commission of 10% on Westbound immigrant inland forwarding to points in Canada east of a line which will take in North Bay—

Full particulars are being drawn out for explicit submittal at earliest moment.

Until the exact description of this territory can be issued and a further Committee report appears, the Lines are requested not to communicate any information whatever to booking agents,

Joint Standing Committee to be established to deal with administration of routings, complaints concerning them, etc., etc.

5288

Grand Trunk representation via Chicago to Winnipeg and Grand Trunk Pacific points beyond has been included in Trunk Line Immigrant Tariff No. 14, which was filed with Interstate Commerce Commission 30 January, 1912.

Trunk Lines will informally submit to Interstate Commerce Commission the features of these arrangements with the Steamship Lines on immigrant forwarding.

On first and mixed class Westbound business negotiations will continue regarding commissions. While the arrangements with the Trunk Lines provide for a harmonious working together on all classes of business 5289 there will be no disposition on the part of Trunk Lines to interfere with or object to the receipt of commission on this business by Steamship agents in Europe as a result of offers by other inland carriers, unless there is a seeming concentration of first and mixed class travel, in which event the subject would be dealt with jointly with the Trunk Lines to settle the questions that arise.

The offers of Erie, D. L. & W., Lehigh Valley and B. & O. are canceled effective 1 February, subject to protection of lists of outstanding orders to be filed within 30 days.

5290 *Petitioner's Exhibit 226*

These withdrawals necessitate the immediate issue of a joint circular by Steamship Lines to booking agents in America cancelling previous circulars on the subject. Usual supply for a circular of this description will be delivered to the Lines as promptly as possible for immediate promulgation.

Lines are requested to inform European Offices of the completion of these arrangements and of the reservations in respect to first and mixed class Westbound commission, and as a formality to be kind enough to promptly advise Conference Office of their ratification of the arrangements.

5291

P. A. S. FRANKLIN,
MAX STRAUS,
WILLIAM HARTFIELD,
HERMAN WINTER,
D. H. E. JONES,
Special Committee.

New York, February 1, 1912.

WITHDRAWAL OF COMMISSION

ON

5292

WESTBOUND FIRST AND MIXED CLASS INLAND FORWARDING IN CONNECTION WITH WESTBOUND STEAMSHIP BUSINESS.

To Our Agents:

The commissions on this business offered in our joint circulars of September 1, 1909 and September 15, 1910 or in any other circulars, are hereby withdrawn.

Petitioner's Exhibit 227a 5293

In order to secure protection of outstanding business, advices must be filed by return mail.

AMERICAN LINE,
ANCHOR LINE,
ATLANTIC TRANSPORT LINE,
AUSTRO-AMERICANA,
CUNARD LINE,
FABRE LINE,
FRENCH LINE,
GREEK LINE,
HAMBURG-AMERICAN LINE,
HOLLAND-AMERICA LINE,
ITALIA, 5294
LA VELOCE,
LLOYD ITALIANO,
LLOYD SABAUDO,
NATIONAL GREEK LINE,
NAVIGAZIONE GENERALE ITALIANA,
NORTH GERMAN LLOYD,
RED STAR LINE,
RUSSIAN-AMERICAN LINE,
SCANDINAVIAN-AMERICAN LINE,
SICULA AMERICANA,
SPANISH LINE,
WHITE STAR LINE.

5295

Petitioner's Exhibit 227a.

Letter Sept. 15, 1908. Part desired read in evidence by Mr. Dorr on July 3, 1912.

5296 **Petitioner's Exhibit 228.**

Aktieselskabet

DET OSTASIATISKE KOMPAGNI

(The East-Asiatic Company, Limited)

Head Office: Copenhagen.

Copenhagen, 27th August, 1908.

Free Port

LIBAU-NEW YORK TRADE.

5297 492.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We were just going to telegraph you about the admittance of the Russian East Asiatic Steamship Co. to the Conference, when we received your cable as per inclosed copy informing us that you had advanced the outward rate to 28 Dollars same as the British lines and Continental Lines, to which we are agreed. We are obliged for your kind congratulations and hope
5298 that by the new arrangement we shall see our expectations with regard to the future fulfilled.

Yours faithfully,

Aktieselskabet
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Limited).

Sep. 5, 1908.

Petitioner's Exhibit 229.

AKTIESELSKABET DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company, Limited)

Copy of Telegrams exchanged with....Johnson..
New York.....

10159 Copenhagen....27th August.....1908.

RECEIVED:

We advance outward rate twenty-eight Dollars same as British lines Continental Lines instructed to withdraw competition stating reached agreement with us we congratulate you.

5302 **Petitioner's Exhibit 230.**

Aktieselskabet

DET OSTASIATISKE KOMPAGNI

(The East-Asiatic Company, Limited)

Head Office: Copenhagen.

Copenhagen, 1st September, 1908.

LIBAU-NEW YORK TRADE.

5303 Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of 28th ult. and are in receipt of your 2 telegrams of yesterday as per copy enclosed, for which we beg to thank you.

We note that you have applied for admission and that this has been granted yesterday evening. As regards the terms, these are usual Conference terms.

We await your Mr. Johnson to arrive here any moment, and we will use this opportunity to talk the whole position over and to arrange everything not yet settled with him.

5304 Yours faithfully,
Aktieselskabet
DET OSTASIATISKE KOMPAGNI.

Petitioner's Exhibit 231. 5305

AKTIESELSKABET DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company, Limited)

Copy of Telegrams exchanged with.....Johnson (continued).....

New York.....

10159 Copenhagen....2nd September....1908.

RECEIVED: 5306

31st August:

Conference Lines cabled Peters as follows Eastasiatic apply admission telegraph if correct and on what terms.

1st September:

We have applied will be accepted this evening.

2nd September:

Cable received to admit Eastasiatic.

5307

5308 **Petitioner's Exhibit 232.**

Aktieselskabet

DET OSTASIATISKE KOMPAGNI

(The East-Asiatic Company, Limited)

Head Office: Copenhagen.

Copenhagen, 2nd September, 1908.

LIBAU-NEW YORK TRADE.

5309 Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date, from which we learn with thanks that a cable has now been received by The Conference Lines admitting The Russian American Line to The Conference.

We remain, dear Sirs,

Yours faithfully,

Aktieselskabet
DET OSTASIATISKE KOMPAGNI.

5310

Petitioner's Exhibit 233. 5311

Aktieselskabet

DET OSTASIATISKE KOMPAGNI

(The East-Asiatic Company, Limited)

Head Office: Copenhagen.

Copenhagen, 5th September, 1908.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co., 5312
New York.

Dear Sirs:

We confirm our respects of yesterday, also telegrams exchanged since as per copy enclosed.

Prepaids. We note that all the Lines accept $35.— from Libau including head tax, and in reply to your inquiry regarding the prepaid rate from Rotterdam we regret we had to wire you not to sell these tickets any more as the steamers according to the agreement with the Conference are bound not to call outwards at Rotterdam.

Yours faithfully, 5313
Aktieselskabet
DET OSTASIATISKE KOMPAGNI.

5314 **Petitioner's Exhibit 234.**

AKTIESELSKABET DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company, Limited)

Copy of Telegrams exchanged with..Maxolaf....

New York.....

10159 Copenhagen....2nd September.....1908.

SENT:

5315 20th August:

We recommend for some time to come not book prepaids. We will telegraph next week.

21st August:
Private

We are close negotiations pool hope decision next week London meeting therefore meantime keep all off act accordingly.

29th August:

Apply for admission acting Russasiatic.

5316

Petitioner's Exhibit 235.

5317

No. 2. T. W.

THE ANGLO-AMERICAN TELEGRAPH COMPANY,

LIMITED,

Incorporated, 1866.

Four Direct Cable Routes Between The United States of America and Europe.

5318

Cablegram Received at No. 8 Broad Street (Stock Exchange Building), New York, Dec. 7, 1908.

208Z2 Copenhagen 6
Maxolaf N Y
(Do not engage)
Esctacy Prepaids via Rotterdam.
(1256 PMO)

No inquiry respecting this message can be attended to without the production of this paper.

5319

Petitioner's Exhibit 237.

Large number of slips showing changes in Third Class rates.
Marked for Identification.

Petitioner's Exhibit 238.

Circulars of Italian Lines.
Marked for identification.

5320 **Petitioner's Exhibit 239.**

CORPORATION TAX—NEW YORK

Business Year 1910

GROSS INCOME:

Total passage and freight money and other income of the Line		$836,898.16
Eastbound passage money	$195,834.14	
" freight "	44,003.77	$239,837.91
Westbound passage and freight		$597,060.25
Of which are prepaids:		
5321 fares 1665	$61,246.00	
And cash passengers and freight	$535,814.25	$597,060.25

1. Gross Income to be declared		
Eastbound passage and freight money	$239,837.91	
Prepaid "	$61,246.00	$301,083.91
Total expenses of the Line		$699,009.80
Expenses chargeable to Eastbounds		$287,322.80
5322 Balance chargeable to Westbounds		$441,687.00

2. Expenses indicated at No. 4		
Eastbound expenses	$287,322.80	
Westbound expenses (prepaid proportion)	$42,230.55	$329,553.35
Depreciation		

Petitioner's Exhibit 239 5323

4. Quota East-bounds		$38,256.75	
Quota West-bounds (prepaids)	$3,924.30	$42,181.05	
5. U. S. Gov. tax on prepaid fares 1665 @ $4.00		$6,660.00	
6. Ital Gov. tax on prepaid fares 1665 @ $1.55	$2,580.75	$9,240.75	
3 Losses, indemnities, etc	$6,580.00	$387,555.15	5324
		Loss $86,471.24	

Petitioner's Exhibt 240.

Official report of Lloyd Italiano for the year 1911. Marked for identification.

5325

5326 **Petitioner's Exhibit 241.**

Form No. 638.

To be filled in by Collectors.	To be filled in by Internal Revenue Bureau.
List No. .... Class....	Assessment List.... 191
.....District of.....	
Date received..... 191	Page..... Line.....

UNITED STATES INTERNAL REVENUE.

RETURN OF ANNUAL NET INCOME.

5327 (Section 38, Act of Congress approved August 5, 1900.)

MERCANTILE CORPORATIONS.

(Corporations whose principal business is buying and selling.)

RETURN OF NET INCOME RECEIVED DURING THE YEAR ENDING DECEMBER 31, 1910.

By Lloyd Italiano Societa di Navigazione a corporation, the principal place of business of which is located at Via Andrea Dovia 64-68 City or Town of Genoa
(Street and No.)
5328 .... in the State of Italy.

1. Total amount of paid-up capital stock outstanding at close of year .....$

2. Total amount of bonded and other indebtedness outstanding at close of year $

3. Gross Income (see Note A) $301,083.91

Petitioner's Exhibit 241 5329

DEDUCTIONS.

4. Total amount of all the ordinary and necessary expenses of maintenance and operation of the business and properties of the corporation EXCLUSIVE OF INTEREST PAYMENTS. (See Note B)	$329,553.35	
5. (a) Total amount of losses sustained January 1 to December 31 not compensated by insurance or otherwise	$ 6,580.	
(b) Total amount of depreciation January 1 to December 31	$ 42,181.05	5330
6. Total amount of Interest paid January 1 to December 31 on an amount of bonded and other indebtedness not exceeding the amount of paid up capital stock outstanding at the close of the year	$	
7. (a) Total taxes paid January 1 to December 31 imposed under authority of the United States or any State or Territory thereof	$ 6,660.	
(b) Foreign taxes paid	$ 2,580.75	
8. Amount received by way of dividends upon stock of other corporations, joint-stock companies, associations and insurance companies subject to this tax	$	5331
TOTAL DEDUCTIONS (see Note B)	$387,555.15	
9. Net Loss	$ 86,471.24	
10. Specific deduction from net income allowed by law	$ 5,000.00	
11. Amount on which tax at 1 per centum is to be calculated for assessment	$	

5332 *Petitioner's Exhibit 241*

State of New York, County of New York, to wit:

Oscar L. Richard of the firm of C. B. Richard & Co., Gen'l Agents of the Lloyd Italiano the corporation, whose return of annual net income is set forth above, being severally duly sworn, each for himself, deposes and says that the foregoing report and the several items therein set forth are, to his best knowledge and belief and from such information as he has been able to obtain, true and correct in each and every particular; that the amount of gross income therein set forth is the full amount of gross income, without
5333 any deduction whatsoever, received from all sources by the said corporation during the year stated, and that the net income therein set forth is the full amount by which to measure the tax at 1 per centum for assessment.

Sworn and subscribed to before me this
28th day of February, 1911.

Seal of
Executing
Officer

.....
(Official capacity.)

5334 OSCAR L. RICHARD of the firm of C. B. Richard & Co., General Agents,
President.

LEONARD SIMMONS, Cashier of C. B. Richard & Co., General Agents.

Note A.—The gross amount of income received during the year from all sources shall, in the case of a mercantile corporation, consist of the total amount ascertained through inventory or its equivalent, which shows the difference between the price received for goods sold and the cost of goods purchased during the

5335

year, with an addition of a charge to the account of the sum of the inventory at beginning of the year and a credit to the account of the sum of the inventory at the end of the year. To this amount should be added all items of income received during the year from other sources, including dividends received on stock of other corporations, joint stock companies and associations subject to this tax. In determining this amount no account shall be taken of allowances for depreciation or losses, which items shall be taken account of under the proper heading above as a deduction.

5336

Note B.—The deductions authorized shall include all expense items under the various heads acknowledged as liabilities by the corporation making the return and entered on its books from January 1 to December 31. Amounts of income expended in paying dividends on stock, preferred or common, or in making permanent improvements, in betterments, etc., or in any way transferred to capital account, are not proper deductions in ascertaining annual net income. Interest paid on mortgage indebtedness on real estate acquired by a corporation may be deducted in Item 4, if the mortgage remains a lien on the property and the debt is not assumed by the corporation. The amount so paid and included in Item 4 should, however, be separately stated under Item 4.

5337

Note C.—THIS FORM, PROPERLY FILLED OUT AND EXECUTED, MUST BE IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE FOR THE DISTRICT IN WHICH IS LOCATED THE PRINCIPAL BUSINESS OFFICE OF THE CORPORATION MAKING THE RETURN ON OR BEFORE MARCH 1.

5338 *Petitioner's Exhibit 241*

Endorsed.

Form No. 638.

U. S. INTERNAL REVENUE.

RETURN OF
ANNUAL NET INCOME.

(Sec. 38, Act of Congress, August 5, 1909.)

MERCANTILE CORPORATIONS.

5339 Return of net income received during the year ending December 31, 191 , by.....
a corporation, the principal place of business of which is located at .....,
in the State of .....

Corporation No. .....
Second.....Collection, District
State of New York.

c2-5788

5340

Petitioner's Exhibit 242.

5341

Form 636.

To be filled in by Collectors.	To be filled in by Internal Revenue Bureau.
List No. .... Class....	Assessment List 191
.....District of.....	
Date received..... 191	Page..... Line.....

THE PENALTY FOR FAILURE TO HAVE THIS RETURN IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE ON OR BEFORE MARCH 1 IS $1,000 TO $10,000.

5342

UNITED STATES INTERNAL REVENUE.

RETURN OF ANNUAL NET INCOME.
(Section 38, Act of Congress, approved August 5, 1909.)

TRANSPORTATION CORPORATIONS.

Return of net income received during the year ending December 31, 1911, by Lloyd Italiano Societa di Navigazione, a corporation, the principal place of business of which is located at Genoa, Italy 5343
....., City or Town of.....
(Street and No.)
....., in the State of .....

1. Total amount of paid-up capital stock outstanding at close of year .....$

2. Total amount of bonded and other indebtedness outstanding at close of year $

3. GROSS INCOME (see Note A) $286,997.97

5344 *Petitioner's Exhibit 242.*

DEDUCTIONS.

4. Total amount of all the ordinary and necessary expenses of maintenance and operation of the business and properties of the corporation EXCLUSIVE OF INTEREST PAYMENTS. (See Note B)	$286,343.05
5. (a) Total amount of losses sustained January 1 to December 31, not compensated by insurance or otherwise	$ 4,935.
(b) Total amount of depreciation January 1 to December 31	$ 37,371.55
6. Total amount of interest paid January 1 to December 31 on an amount of bonded and other indebtedness not exceeding the amount of paid-up capital stock outstanding at the close of the year	$
7. (a) Total taxes paid January 1 to December 31 imposed under authority of the United States or any State or Territory thereof	$ 4,447.
(b) Foreign taxes paid	$ 1,723.31
8. Amount received by way of dividends upon stock of other corporations, joint-stock companies, associations and insurance companies subject to this tax ...	$
TOTAL DEDUCTIONS (see Note B)	$334,819.81
9. NET LOSS	$ 47,821.84
10. Specific deduction from net income allowed by law	$ 5,000.00
11 Amount on which tax at 1 per centum is to be calculated for assessment	$

5345

5346

Petitioner's Exhibit 242 5347

State of New York, County of New York, to wit:

Oscar L. Richard of the firm of C. B. Richard & Co., Gen'l Agents of the Lloyd Italiano corporation, whose return of annual net income is set forth above, being severally duly sworn, each for himself, deposes and says that the foregoing report and the several items therein set forth are, to his best knowledge and belief and from such information as he has been able to obtain true and correct in each and every particular; that the amount of gross income therein set forth is the full amount of gross income, without any deduction whatsoever, received from all sources by the said 5348
corporation during the year stated, and that the net income therein set forth is the full amount by which to measure the tax at 1 per centum for assessment.

OSCAR L. RICHARD of the firm of C. B. Richard & Co., Gen'l Agents.

LEONARD W. SIMMONS, Cashier of the firm of C. B. Richard & Co., Gen'l Agt.

Sworn and subscribed to before me this
twenty-first day of February, 1912.

F. Paul Weiss,
Notary Public,
Kings County.

Certificate filed, New York County. 5349

Seal of
Officer
Taking
Affidavit.

Note A.—Gross income shall consist of the gross revenue derived from the operation and management of the business and property of the corporation making the return, together with all amounts of income (including dividends received on stock of other cor-

5350

porations and associations subject to this tax) derived from all sources as shown by the entries on its books from January 1 to December 31 of the year for which return is made.

Note B.—The deductions authorized shall include all expense items under the various heads acknowledged as liabilities by the corporation making the return and entered on its books from January 1 to December 31. Amounts of income expended in paying dividends on stock, preferred or common, or in making permanent improvements, in betterments, etc., or
5351 in any way transferred to capital account, are not proper deductions in ascertaining annual net income. Interest paid on mortgage indebtedness on real estate acquired by a corporation may be deducted in Item 4, if the mortgage remains a lien on the property and the debt is not assumed by the corporation. The amount so paid and included in Item 4 should, however, be separately stated under Item 4.

Note C.—THIS FORM, PROPERLY FILLED OUT AND EXECUTED, MUST BE IN THE HANDS OF THE COLLECTOR OF INTERNAL REVENUE FOR THE DISTRICT, IN WHICH IS LOCATED THE PRINCIPAL BUSINESS OFFICE OF THE CORPORATION MAKING THE RETURN, ON OR BEFORE
5352 MARCH 1. FOR FAILURE TO COMPLY WITH THIS PROVISION OF THE LAW, THE AMOUNT OF THE ASSESSMENT IS INCREASED 50 PER CENT AND LIABILITY TO A SPECIFIC PENALTY OF FROM $1,000 TO $10,000 IS INCURRED.

INSTRUCTIONS.

1. This return should be filed with the collector as soon as possible after the 1st day of January of each year.

Petitioner's Exhibit 242 5353

2. This return must be properly filled out and verified and be in the hands of the collector on or before the 1st day of March. The penalty for failure to make the required return within the time specified by law is one (1) to ten (10) thousand dollars. The assessment against delinquent corporation will also be increased 50 per cent of the amount of the tax found due.

3. Every corporation, joint stock company or association not specifically enumerated in section 38 of the act of August 5, 1909, as exempt, and every insurance company, shall make the return required by law, re- 5354
gardless of the amount of its net income, whether above or below $5,000.

4. The return should be made on the prescribed form and must be for the calendar year.

5. The return of each corporation must be verified by its president, vice president, or other principal officer, and its treasurer or assistant treasurer.

6. The seal of the attesting officer should be impressed on the return in the space reserved for such purpose. Affidavits should be made before a notary public or other officer using a seal authorized to administer oaths. If before a justice of the peace, a 5355
certificate of the clerk of the court as to his authority should be attached to the return.

7. The return, properly executed, must be filed with the collector of internal revenue for the district in which the principal place of business of the corporation, etc., is located; that is, where the books are kept from which the data shown on the return is obtained.

8. If an extension of time not exceeding 30 days from March 1, is necessitated by reason of the illness or absence of an officer required to make the return,

5356 *Petitioner's Exhibit 242*

application to the collector for such extension of time must be made on or before March 1, or within the period for which such extension is desired. No extension of time can be granted on an application filed subsequent to March 31, or to cover a period later than that date.

9. Returns should not be made in duplicate.

10. Item No. 1 should not include unissued or treasury stock.

11. Item No. 2 should include all interest-bearing
5357 indebtedness. In the case of banking corporations, deposits should not be reported as indebtedness.

12. The amount claimed under Item 5b for depreciation should be such as measures the decline during the year in the value of buildings, machinery, and such other property as is subject to depreciation on account of exhaustion, wear and tear, and obsolescence; and should not cover changes in value of stocks and bonds. The change in value of stocks and bonds is properly taken up in the inventories.

13. Depreciation, to be allowed, must be the amount estimated to have been actually sustained during the year and must be charged on the books of the corpora-
5358 tion against the value of the property in which the depreciation occurred. Where depreciation is made good by repairs, etc., and the expense of such repairs, etc., is charged to the general expense account, no deduction for depreciation can be made in the return of annual net income.

14. The amount of interest paid on indebtedness must be limited to the interest actually paid on an amount of indebtedness not in excess of the paid-up capital stock outstanding at the close of the year.

Petitioner's Exhibit 242

5359

15. Dividends declared or paid are not deductible.

16. The gross income of mercantile corporations should be ascertained in the following manner: From the sum of the total sales during the year plus the amount of the inventory at the end of the year deduct the sum of the inventory at the beginning of the year plus the cost of goods and materials purchased during the year. To this difference add the income received from any other source, and the result will be the gross income to be reported under Item No. 3 of the return.

17. The gross income of manufacturing corporations should be ascertained as in No. 16, except that the cost of manufacture should be included in the deduction to be made from the sum of the sales made during the year and the inventory at the end of the year.

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For further instructions see Regulations No. 31, containing the law and regulations, and Treasury Decision No. 1675, containing official rulings copies of which will be furnished upon application to the collector of the district in which the corporation desiring same has its principal place of business.

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1787

5362 **Petitioner's Exhibit 243.**

May 13, 1908.

Holland-America Line,
Rotterdam. 1346

Gentlemen:

In reply to your favor #1045 of the 5th inst., we beg to inform you that on May 2nd, the North German Lloyd reduced their E. B. rates to Naples and Genoa to $10.00 with a commission of $2.00 for the sailing of S/S "Friedrich der Grosse" on May 16th.

We understand that there being practically no pros-
5363 pects of a speedy adjustment of the Italian situation, the North German Lloyd decided to reduce the rate to the above low level of $8.00 net, in order to force the Italian Lines to adopt a similar low rate in which hardly any margin of profit is left.

The Italian Lines instead of having reduced their existing rate of $15.00 on May 7th sent out circulars increasing the commission to $6.00, leaving a net rate of $9.00. The Hamburg-American Line on May 7th also reduced their eastbound rate to Naples and Genoa to $10.00 with $2.00 commission for the sailing of S/S "Hamburg" on May 14th. It is assumed by the non-Italian Lines that the Italian Lines will not be able
5864 to stand this fight very much longer, and that they will ultimately come to terms.

We further beg to inform you that the Red Star Line on May 12th reduced their eastbound 3rd class rate from $37.00 to $30.00, but this being a regular Pool event, we did not think it necessary to cable you.

Yours respectfully,
HOLLAND-AMERICA LINE,
Gen'l Agent.
A. G.,

vdst

Petitioner's Exhibit 244. 5365

Copy book, No. 13, marked for identification.

Petitioner's Exhibit 245.

Copy book No. 8, marked for identification.

Petitioner's Exhibit 246.

Copy book No. 12, marked for identification. 5366

Petitioner's Exhibit 247.

Copy book, May 29, 1907—December 24, 1907, marked for identification.

Petitioner's Exhibit 248.

Copy book, June 3, 1907—July, 1907, marked for identification. 5367

Petitioner's Exhibit 249.

Copy book, July, 1907—August, 1907, marked for identification.

5368

Petitioner's Exhibit 250.

Copy book, August 7, 1907—September 10, 1907, marked for identification.

Petitioner's Exhibit 251.

Copy book, May, 1907, June, 1911, marked for identification.

5369

Petitioner's Exhibit 252.

Copy book, September 10, 1907—October 1, 1907, marked for identification.

Petitioner's Exhibit 253.

Copy book, 10/24/07—11/21/07, marked for identification.

5370

Petitioner's Exhibit 254.

Copy book, 10/24/07—11/21/07, marked for identification.

Petitioner's Exhibit 255. 5371

Copy book, 12/26/07—1/20/08, marked for identification.

Petitioner's Exhibit 256.

Copy book, 6/08—7/14/08, marked for identification.

Petitioner's Exhibit 257.

Copy book, 2/25/08—3/20/08, marked for identification. 5372

Petitioner's Exhibit 258.

Copy book, No. 11, marked for identification.

Petitioner's Exhibit 259.

Copy book, No. 15, marked for identification. 5373

Petitioner's Exhibit 260.

Letters of White Star Line, dated 1/18/08, 2/17/08, 2/21/08, 2/12/08, 2/15/08, 2/19/08, marked for identification.

5374 **Petitioner's Exhibit 261.**

HOLLAND-AMERIKA LIJN

Telegram-Adres:
Americano Rotterdam.
Telefoon: No. 5803. Afdeeling Passage.

Rotterdam, October 9th, 1908.
Friday.

No. 1009.

Holland-America Line,
New York.

Dear Sirs:

5375 For the sake of having our archives complete, we shall thank you to let us have if possible the following documents:

Standing Complaint Committee (Continental Conference), the minutes of Meeting No. 26, 27 (1897), 45, 46 (1898), 55, 58 (1899), 104 (1902 or 1903), 140 (1906), 142, 143 (1906).

Chicago Complaint Committee of the Continental Conference, the minutes of Meeting No. 29, 30, 33 (1898), 36, 37, 38 (1899), 42 (1899), 60 (1901), 70, 71, 72, 73 (1902), 78 (1902), 95, 96, 97 (1904), 104, 111 (1905), 120 (1906), 123, 127 (1907).

5376 *The Chicago Complaint Committee of the Continental Conference, The Chicago Committee of the North Atlantic Passenger Conference, The Chicago Complaint Committee of the Mediterranean Conference*, the minutes of Joint Meeting No. 1, 2 (1897), 13, 14, 15, 16, 17 (1898-1899), 23, 24, 25, 26, 27 (1901-1905).

The Railroad Committee, Report No. 66 (1902), 76 (1903), 80 (1903).

We shall take the liberty to approach you with the same request for the missing documents of the Mediterranean Conference within a few days and remain, thanking you in anticipation,

Yours truly,
HOLLAND-AMERICA LINE.

Petitioner's Exhibit 262. 5377

COPY.

New York, October 16th, '08.

Compagnie Gle. Transatlantique,
19 State Street,
City.

Gentlemen:

We beg to acknowledge receipt of your favor of the 15th instant with enclosure check for $1926,48, which amount as you state is for compensation due us as per letter of Mr. Peters ♯267 of Oct. 1st.

We have placed this amount to your credit under 5378
the usual reserve and have notified our Home Office that said payment has been made to us.

Yours very truly,
HOLLAND-AMERICA LINE.
(W. S.) Nyland.,
Pass. Agent.

COPY.

New York, October 15th, 1908.

Holland-America Line,
39 Broadway, City.

5379

Gentlemen:

In conformity with instructions received from our Paris Office we beg to send you herewith our cheque for $1926, 48 for compensation due your Line, as per letter of Mr. Peters ♯267 dated October 1st, 1908.

Kindly acknowledge receipt and oblige,

Yours very truly
COMPAGNIE GENERALE TRANSATLANTIQUE.
(W. S.) C. Treyvoux,
Gen'l Pass. Agent.

5380 **Petiitoner's Exhibit 263.**

HOLLAND-AMERIKA LIJN

Telegram-Adres:
Americano Rotterdam
Telefoon No. 5803. Afdeeling Passage.

Rotterdam, April 7th, 1909.
Wednesday.

4958.

Holland-America Line,
New York.

5381 Dear Sirs:

We have your favour of March 26th, private No. 1490, and noted with pleasure that the Erie Railroad has increased the maximum commission on first and mixed class American railroad tickets to $4—thus placing the Steamship Lines on the same basis as Peter McDonnell, A. E. Johnson & Co. and other outsiders.

We perfectly agree with you that it rests now with the Steamship Lines to adduce proof that they really control the railroad business of their passengers, and as far as we are concerned we shall leave nothing undone in order to enforce the through booking rule.

5382 With a view thereto we are equally prepared to grant to agents half of the above commission on the sale of American railroad tickets first and mixed class. We would allow this commission to our Dutch agents in the first place, because the bulk of American railroad tickets of the above classes that is sold here is issued in connection with Dutch second cabin tickets. In fact, we would have issued circulars granting the commission right away were it not that we are in doubt whether commission will be paid on *all* first and mixed class tickets, or only on those from New York to Buffalo and to points west thereof via Buffalo or

Petitioners Exhibit 263

Salamanca. According to your letter the commission is due on *all* tickets, but considering the report of the Railroad Committee of March 24th (No. 1), we are led to believe that the above restriction should be observed.

We shall very much like to hear from you which one is the correct conception of the two, and should it be the latter you will please give us your idea how it should be made clear to our agents in which cases they are entitled to commission and in which cases they are not. Perhaps they would best understand the situation if we could name the States to which the commission applies, but in this a difficulty is encountered as well because of the fact that while commission is due on tickets to Buffalo, New York, for instance, there are other stations in the same state on which no commission can be granted. We are in a kind of dilemma to find the correct wording of our circular to agents and shall thank you to let us know how our circular should read in respect of this question.

Meanwhile we beg to remain,

Yours very truly,

G HOLLAND-AMERICA LINE.

R.

5386 **Petitioner's Exhibit 264.**

HOLLAND-AMERICA LINE

Address for Telegrams:
Americano Rotterdam Passenger Department.

A. C. H. Nyland. Rotterdam, November 6th, 1900.

Holland-America Line,
New York.

Private Nr. 150

Gentlemen:

Your Nr. 6431. What you state with regard to
5387 the Leon XIII of the Comp. Transatlantica had already been brought to the notice of the different lines by Mr. Wilmink, whereupon a meeting took place in Paris on Oct. 3rd to which the Comp. Transatl. had been invited. We were rather successful in coming to terms with them; they were allowed 12 trips with a maximum of 1800 passengers a year; if they should have less than 12 departures, the number of passengers which they will then be allowed to carry is obtained by multiplying the number of sailings by 150. If exceeding their proportion, they shall have to compensate at a ratio of Lire 145 per passenger—if they do not carry their share they get nothing! They will be no
5388 members of the N. Y. Conference and consequently will not be able to employ conference agents for either Eastbound or Prepaid business. Protocol of the Paris meeting will have reached you in the meantime.

Your private Nr. 412. We beg to thank you for the affidavit of Anna Perelonik, and we hope that Mr. Willekes MacDonald will be able to do something with it. As it is, it might have been drawn up better, but all the same we hope to obtain some results.

Your Nr. 6432. Contents of your favor have been duly brought to the attention of our Agent M. Desbois, who has given further instructions to the Beyrouth Agents.

Yours very truly,
HOLLAND-AMERICA LINE.
R.

Petitioner's Exhibit 265. 5389

HOLLAND-AMERIKA LIJN

(Nederlandsch-Amerikaansche Stoomvaart-Maatschappij)

KONINKLIJK NEDERLANDSCHE POST.

Rotterdam, August 25th, 1899.

Private 190.
Holland-America Line,
Afdeeling Passage. New York.

Adres voor Brieven: Holland-Amerika Lijn; Telegrammen: Americano, Rotterdam. 5390

At the informal meeting held at Rolandseck on the 22nd instant, it was decided to readjust Eastbound rates as follows:

	IInd Class	Steerage
Lloyd fast	$42.	$32.
" regular	$40.	$30.
" slow	$40.	$30.
Hapag fast	$40.	$30.
" slow	$39.	$28.

Star unchanged 5391

against which we consented to put second Cabin rate STATENDAM ROTTERDAM up again to $37, as cabled yesterday. We trust that these changes have been put into effect by mutual arrangement at once, as was intended at the Meeting. In this respect, we may add that Red Star intended to reduce their Eastbound Steerage rate to $25, which we did not consider desirable and decided rather to raise our STATENDAM and ROTTERDAM Second cabin rate again, which had been reduced only with a view to meet Hapag's reduction.

5392 *Petitioner's Exhibit 265*

With reference to our No. 188 of the 18th instant, we may say that Red Star Line has indeed announced its intention to reduce Westbound Steerage. Their argument is that in view of the prohibitive measures at the Prusso-Austrian frontier they cannot forward their prepaids from Galicia and, consequently, are unable to make up their Shortage sufficiently. We do not know whether they really intend to carry out this intention, as we consider it more as a matter of pressure upon the German Lines to assist them in opening the frontier for their passengers. This matter also interests us, and we have therefore followed with
5393 special interest the discussion upon this subject. As you know, Red Star's and our position is different in so far as Star holds the German Concession, and we would imagine that this would entitle them and the British Lines having the concession to have their passengers admitted in the same way as the German Lines. In this respect, Dr. Wiegand explained that the Concession having been given for the booking and forwarding of German passengers did not include the through-forwarding of Austrian passengers and consequently the German Government could not grant such a privilege to the Red Star Line, without doing the same in the case of the British Lines, which the
5394 Government does not want to do! (This means to say that the German Government may at any time shut their frontiers for through-booked passengers of non-German Lines, whether holding the Concession or not, which gives a nice look into how things will be when the Pool arrangements should ever be broken up.) For the present, and as long as the Pool exists, the German Lines have an interest to enable Red Star and us to carry our share; and therefore they are looking for measures to arrive at a solution, without interfering with the above principle of holding the non-German Lines whenever they want to have them.

Petitioner's Exhibit 265

This solution is the establishment of Control Stations at the Prusso-Austrian frontier, and the Hapag has already sent in a proposal to the Government to this effect. This proposal will now probably be seconded by the Lloyd and we may therefore soon see this idea realized. In that case, not only Red Star's but also our passengers will be able to pass through in the same way as is now the case at the Russian frontier. This being satisfactory, as far as it goes, there is at the same time the prospect of danger to our through-transportation at Leipsic. We would not wonder at all, if we met with difficulties there some day. These difficulties would, of course, be of a less serious character if we had the way via Oderberg—Breslau open. But we are then altogether left at the mercy of the German Lines for Austrian as well as for Russian business, unless we go in for Libau and Basle. Perhaps we look upon this somewhat over-pessimistic, but it would be unwise to shut our eyes for the possibility that such events may happen. We have always hoped that much of these gloomy outlooks would be taken away, if we only could obtain the German Concession. But it looks very much as if we will never get it, our exertions being pretty well exhausted. We mention these things, because it is necessary to keep them always in mind, when forming an opinion about our situation as a passenger line in comparison with our neighbors.

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Now again referring to Red Star's intended reduction, we may repeat that as a general measure we would very much regret it, as it will without any doubt be disadvantageous to us financially. We would very much like to make something more out of our Steerage carryings than we are doing, although we have no special reason to complain. It is a pity that with a total traffic more than 50% larger than last year's, Star and we could not obtain a better aver-

Petitioner's Exhibit 265

5398 age rate than we are making, our rate over the first 5 months showing a loss of 5/ per head, as against last year. However, we fear that it cannot be helped and we will have to put up with it, unless Red Star should change its intention.

The aforesaid Meeting has especially discussed Cabin rates on the basis of a speed Agreement between all the Lines, of which we enclose a rough copy which we have no time today to correct, but which will give you a general idea of what is intended. A definite copy, as it has come out of the discussion, is now being prepared by the Secretary and will be
5499 mailed to you as soon as received. As far as time permits, we may say that Schedule No. II has been accepted as the basis of a proposal to be submitted to the British Lines and the Transatlantique, whilst an alternative schedule of rates running up from 220 shillings for the slowest to 400 for the fastest steamer will be proposed to be adopted on the 15th October, 1900, if at least 6 Lines, parties to the Agreement, should require it. The Agreement would be proposed for 3 years with the above exception, as concerns rates. Most of the clauses of the former cabin Agreements would be reinstated, but we have objected to the clauses concerning reduction on Return tickets,
5400 which we have insisted upon in so far that 5% would be paid on the Return portion. We have also declined to reaccept city rules and have carried through that 8 Agents (for I and II Cabin together) may be employed within Greater New York. A new clause would be added for the transportation of baggage, the tariff being proposed to be $1.50 per piece, except for one steamer trunk and hand baggage which would be carried free. IInd Class rates would be based upon British Lines, rates, plus 20 and probably 10%, with a flag-differential in favor of Red Star and us as against German Lines of 5%, the British rates prob-

Petitioner's Exhibit 265 5401

ably ranging between £ 7 and £ 10. You will please consider this as a preliminary and confidential communication which we will complete as soon as possible. Lloyd, Hapag and we have declared our intention to accept at any event Schedule II as a basis for first cabin rates during the 1900 season, which would bring our minimum rate for Statendam Rotterdam up to about £ 14. Nothing of all this is binding, and we will further write you as soon as possible in regard to Cabin rates for our Line in 1900. There is one thing however, which we would like to point out today, in regard to our this year's cabin business, viz: that, in our 5402
opinion, we have gone much too far in offering rooms to one and two persons. The enclosed rough estimate shows that by our this year's tariff we have lost something like $3000 on the Statendam which left yesterday and will lose $2500 on the Rotterdam, September 14th, on that account, apart from standard rates. This is a policy which we should not adopt for next year, whether an Agreement with other Lines is reached or not.

We are

Yours truly,

HOLLAND-AMERICA LINE

M. R

5403

Kopie.

Rotterdam, den 8. September 1899.

Herrn H. Peters, JENA.

Kajüten Uebereinkommen.

Die in Ihrem Rundschreiben vom 6 ds. wiedergegebene Bemerkung der Packetfahrt führt das Unprak-

5404 *Petitioner's Exhibit 265*

tische and Unhaltbare eines Speed-Agreements klar vor Augen. Wir steben vor einem (wie angenommen wird) aussergewöhnlichen Beförderungsjahr, in welchem die Partheien versuchen wollen, wenn möglich etwas mehr aus den Kajütseinrichtungen der alsdann in der Fahrt befindlichen Dampfer herauszuschlagen als mangels eines Uebereinkommens erzielbar sein dürfte. Dessen ungeachtet greift jetzt schon die Packetfahrt, weil das mit Rücksicht auf ihre anderen dampfer derselben Klasse, besser in ihr System passt, in die Grundlage des proponirten Agreements hinein,
5405 indem sie für einen ihrer Dampfer eine Ausnahme gemacht sehen will, und zwar in der Richtung einer Preisermässigung statt Preiserhöhung. Es ist ja nichts leichter als einen Dampfer, der für eine vortheilhaftere Tariffixirung etwas zu schnell gelaufen hat, eine geringere Fahrgeschwindigkeit zu geben; wenn das aber für ein Schiff gemacht werden kann, so geht es auch für alle Schiffe, und so gelangen wir dann wieder bei der Raten-Diskussion an. Ein unbefangener Vergleich der Fahrgeschwindigkeit der Schiffe mit ihreim Renommee und ihren früheren Beförderungszahlen wird übrigens sofort die Unhaltbarkeit des vorliegenden Entwufs zu Tage fördern.
5406 Vergleichen wir z. B. die diesjährige Beförderung mit den "P" Dampfern der Packetfahrt, der "Barbarossa" Klasse des Nordd. Lloyd und unserer "Statendam" Klasse, Eastbound, während des Zeitraums vom 1. April bis 31. Juli (also die volle Sommer-Saison, so ziegen sich folgende Durchschnittszahlen:

		Durchschnitt 1 Klasse	2 Klasse
Pretoria	3 Reisen	140	106
Pennsylvania	3 "	177	138
Waldersee	3 "	169	132
Patricia	2 "	202	132

Petitioner's Exhibit 265 5407

Barbarossa	3	"	202	103
Königin Luise	3	"	182	104
Fr. d. Gr.	3	"	108	113
Bremen	3	"	240	118
Rotterdam	4	"	120	87
Statendam	4	"	157	92

(Es fehlt uns momentan die Statistik no. 307 von Sandford, in welcher die Juli Eastbound Reise der Königin Luise erscheint; vielleicht wollen Sie die durchschnittszahl auf 4 Reisen rectificiren, wenn Ihnen die Statistik, wie wir voraussetzen, zur Verfügung steht.) 5408

Das ist also das Resultat im freien Kampfe mit Preisen, die jeder sich selbst nach eigenem Gutdünken zugelegt hat. Wenn wir nun einmal annehmen, dass Statendam und Rotterdam ihrer Geschwindigkeit nach unter die 14/15 Kolonne fallen, Graf Waldersee und Patricia unter die 12/13, so ergiebt sich eine höhere Rate für unsere Dampfer von 63/. Wer wird das mit der Statistik vor Augen lür vernünftig halten!

Ebenso, wenn man die Zahlen der Barbarossa Klasse mit Statendam vergleicht und bedenkt, dass die esstere, wenn wir uns gut erinnern, in die 13/14 Kolonne eingereiht werden soll, wer wird eine Preisdifferenz zu Gunsteu der Barbarossa Klasse, statt ungekehrt, 5409 für gerechtfertigt halten? Wie immer auch jetzt die Fahrgeschwindigkeit dieser letzten Schiffe sein mag, dieselben fahren auf ihr Renommee von 15/16 Knoten Schiffen, abgesehen von ihren sonstigen guten Eigenschaften, die wir für den Moment ausser Acht lassen können.

Da müssen wir uns doch als vernünftige Leute sagen, dass wenn ein "Speed" Agreement su solchen sonderbaren Resultaten führen kann, die Basis nicht taucht, und Niemand wird es uns verdenken, wenn wir erklären, nicht darauf eingeben zu können. Wir haben

5410 *Petitioner's Exhibit 265*

da überhaupt Bedenken, den Vertragsentwurf den englischen Linien in dieser Form vorzulegen und werden dazu nur unsere Zustimmung geben könen, nachdem wir in einer zweiten Versammlung Gelegenheit gehabt haben werden, die darin vorgeschlagenen Preise an der Hand der Beförderüngsstatistik näher zu prüfen. Wir senden Ihnen heute unsere Speed-Statistik, soweit wir sie haben, und sind bereit, dieselbe als Basis für weitere mündliche Unterhandlungen unter den Verbandspartheien dienen zu lassen. Wie gesagt, halten wir letztere um überhaupt zu einem in England vertheidigbaren Resultat zu kommen, für unerlässlich.

5411 Hochachtend,

HOLLAND-AMERIKA LINIE

gez. Reuchlin.

5412

Petitioner's Exhibit 266. 5413

HOLLAND-AMERICA LINE

Address for Telegrams:
Americano Rotterdam. Passenger Department.
Telephone: 2972.

Rotterdam, August 31st, 1906.

763

Holland America Line,
New York.

Gentlemen:

Please note that we have seen the following prepaid 5414
tickets of the Voluntary Fleet of Steamers:

R. 4281 Ch. Friedman 2/1,1/2 issued by Esra Moscovitz, N. Y.

R. 4282 Family Rosner 3/1,2/2 issued by Esra Moscovitz, N. Y.

R. 1155 Hendel Schtembis 1/1,1/2 issued by A. L. Germansky, N. Y.

25731 Cesia Malaga 1/1 issued by A. L. Germansky, N. Y.

R. 1121 Jan Bolechow 1/1 issued by T. S. Jaworski & Co., N. Y.

We do not know whether these aforesaid parties are 5415
Conference agents, but in case they are we trust that the above information will suffice to make them sever their relations with the Voluntary Fleet, unless they prefer to give up their connections with Conference Lines instead. i. e. We leave it entirely to your good judgment what should be done with them.

Yours very truly,
HOLLAND-AMERICA LINE

G. Ed.

5416 **Petitioner's Exhibit 267.**

HOLLAND-AMERIKA LIJN.

Telegram-Adress:
Americano Rotterdam.
Telefoon: No. 2972.

Afdeeling Passage.

Rotterdam, Wednesday, April 8th, 1908.

Holland-America Line,
New York.

Dear Sirs:

5417 We duly received your favor private 1314 of the 25th ultimo, contents of which had our careful attention.

As you are aware, Lloyd has undertaken to compete with the Russian Volunteer Fleet and the Russian East Asiatic Line by quoting on the same or nearby sailing-dates of these lines eastbound the same rate as the two Russian Lines. Because of Lloyd's considerable shortage in the eastbound pool they will not be compensated for thus meeting our competitors' rate, but in order to make up to them to a certain extent for their loss resultant upon their considerable reduction, which is much greater than required for the purpose of the pool, they have been

5418 allowed at the same time to raise the rate of those of their steamers the sailing-dates of which do not coincide with departures of the Russian Lines, and also for their express steamers which are always full in the steerage anyway.

On the other hand Hapag had been delegated to meet the rate quoted by the New York & Continental Line for their steamer "Volturno," leaving New York on the 11th instant. Because of Hapag's excess in the eastbound pool it was agreed that they should be compensated the difference in rate then amounting to $7. At this juncture survened the general raise

of four dollars with the restriction that rates should be reduced to the level of our competitors' rates whenever a sailing of the Pool Lines should coincide with a departure of the former. Until now, however, no further action has been taken in order to carry out this resolution, and, being much in excess, we have no particular reason to step in with a reduction for which, we beg to add, no compensation has been agreed so far. In the meantime Hapag, on account of their raise of $4, now claim a compensation of $11 against the "Volturno's" rate, but as yet some of the Lines have not conceded the point. 5419

As far as Lloyd's reduction is concerned we have been informed that their steamer "Barbarossa" was overbooked already and we consequently offered to take the passengers engaged by them in excess on our ss. "Potsdam" leaving New York today. Though the Lines have not agreed to compensate the difference in fare to us, we yet cabled you on the 7th instant: 5420

"Understand Barbarossa overbooked Snipperbak (het navol gend ber. betr. eastb. 3e. kl). After accommodating own passengers regular rate spiesglans (gij kunt derde klasse passagiers nemen) excess passengers booked by Roepvogel (Norddeutscher Lloyd) at reduced rate request Roepvogel (Norddeutscher Lloyd) advise city agents accordingly." 5421

Danshoed (Potsdam, April)

which we herewith beg to confirm.

In the meantime some of the Lines have allowed our claim for compensation in connection herewith and we are still in hopes of obtaining also the consent of the other Parties. In order that we know what has happened, you will be good enough to inform us at your earliest convenience how many passengers you have taken over from Lloyd on the "Potsdam" and which rate you have obtained for their transportation.

Yours very truly,

HOLLAND-AMERICA LINE.

A. N.

5422 **Petitioner's Exhibit 268.**

HOLLAND-AMERIKA LIJN

Telegram-Adress:
Americano Rotterdam.
Telefoon: No. 2972.

Ge 1046
Afdeeling Passage.

Rotterdam, Friday, May 8th, 1908.

Holland-America Line,
New York.

Dear Sirs:

5423 We beg to acknowledge receipt of your No. 1339 and 1340, dated April 27th & 28th respectively, contents of which had our careful attention.

From our cable of May 2nd, confirmed by our No. 1041 of May 4th, you will have seen in the meantime that the other lines have not agreed to compensate us for the difference in quoting a low rate for the "Rijndam," May 6th, against the "Avoca" of the 5th.

Since then we received your cable of the 6th, instant, reading:

"Avoca obsepiato tachtiger some left over," informing us that the "Avoca" sailed May 5th from
5424 your side with 650 third class passengers and now learn from a telegram just received from the Hamburg-American Line that in consequence of there being no opposition against the "Avoca," she not only got her full complement of 745 steeragers but could still transfer 25 steeragers to the "Jalunga" (May 9th) against which there is no opposition on the part of the pool lines either.

We noted from your No. 1340 that ss. "Birma" of the Russian East Asiatic SS. Co. did not sail on the appointed date (April 29th) and is not expected to be ready for service for some time.

Yours truly,
HOLLAND-AMERICA LINE.

M. A.N.

Petitioner's Exhibit 269. 5425

Private N.

No. 1369

June 26th, 1908.

Holland-American Line,
Rotterdam.

Gentlemen:

Our steamer "Noordam" left last Wednesday with 1120 third class passengers, she having been selected as stated to you in previous correspondence, as a competing steamer with S/S "Russia" of the Russian East Asiatic Company. 5426

S/S "Russia" itself left with a total of 900 steerage passengers, of which 200 were accomodated at a $4 higher rate in the so-called improved steerage or third class. We are convinced that if our S/S "Noordam" should not have had a competitive rate, the number of passengers on the "Russia" would have been nearly doubled, as extraordinary attention was given by the firm of A. E. Johnson & Co., through advertisements, extra commission, etc., to have a good showing for this first departure from here.

The new steamer "Prins Friedrich Wilhelm" left yesterday, with 1729 third class passengers, also against S/S "Russia." The excess for the North 5427
German Lloyd steamer (in case there was any) should have gone to the "Arabic" of the White Star Line, although we received confidential information from Mr. Winter that he was not adverse to transferring a possible excess to S/S "Barbarossa" sailing on the 27th inst. As this steamer has not been designated by the Committee to carry a possible excess, we will thank you for giving your attention to this matter and in the correspondence see if for some of the "Barbarossa" passengers, the differential between the $22 and $28 rate is claimed and to which, in our opinion the North

5428 *Petitioner's Exhibit 269*

German Lloyd is not entitled. Mr. Winter claimed that S/S "Prins Friederich Wilhelm" was not overbooked, although two days before her departure, he expected an excess of between two and three hundred passengers.

We beg to enclose copy of a letter written by Mr. Sandford to Mr. Peters in Jena, showing from June 3rd up to and including June 20th, the figures and rates of the eastbound competitive steamers.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.
5429 Gen'l Agt..

5430

Petitioner's Exhibit 270.

5431

Private N.
No. 1400

Sept. 18th, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to refer to Atlantic Conference Pool letter G247, of Sept. 2nd, 1908, in which letters from Hapag, are promulgated, regarding the head-tax claimed by American citizens on arrival here. Although we have had several cases where American citizens claimed the 5432
amount of $4.00 under the same conditions as illustrated by Hapag, we have thus far refused to comply with such requests, and at yesterday's meeting brought up this question in order to ascertain the exact standpoint of all the lines.

All the lines present; namely American, Anchor, Austro-Americana, Cunard, North German Lloyd, Russian American and White Star, took the same ground as we did, and refused to refund a tax which has never been paid. Hapag only stated that for American citizens and aliens in transit to Canada, they charge Mk. 16—less than their regular rate.

As you are aware, the United States government is 5433
strongly in favor of having every alien who comes over here pay the head-tax in addition to the ocean fare, and in this way a discrimination in favor of United States citizens is made. We hope that the present obstacles in the way of collecting head-tax separately on cash rates will be removed and that very soon the taxes for aliens will be collected on your side, and not be included in the fare as it is at present.

Respectfully,
HOLLAND AMERICA LINE,
A. G.
N. General Agent.

5434 **Petitioner's Exhibit 271.**

VdS
1468

Jan. 26, 1909

Holland-America Line,
Rotterdam.

Gentlemen:

We herewith take pleasure in informing you that an arrangement has been concluded between the steamship lines and the D. L. & W. R. R. Co., through the medium of A. E. Johnson & Co., whereby a com-
5435 mercial allowance of 10% with a maximum of $2 will be paid on first and mixed class railroad business between New York and Buffalo and all points west thereof, if routed via the D. L. & W. R. R. Commission will be paid on either westbound prepaid tickets, on cash tickets sold in Europe or tickets sold on our dock.

This arrangement cancels the previous arrangements which we had with Messrs. A. E. Johnson & Co., regarding westbound business and all tickets the fare per adult of which does not exceed $20 from now on will be routed by us via D. L. & W. R. R., whenever consistent.

5436 All tickets the fare of which per adult exceeds $20, we will continue to route through Peter McDonnell, inasmuch as the latter pays us a commission of 10% with a maximum of $4.

Negotiations in regard to the granting of a commercial allowance are now pending with the other railroad companies out of New York, and it is probable that within a short time some of them will join the D. L. & W. in granting a commercial allowance. It is also expected that within a reasonable time, western railroads will come into the agreement, in which case the present allowance of 10% with a maximum of

Petitioner's Exhibit 271

5437

$2 would naturally be extended to 10% with a maximum of $4.

We beg to enclose report of the special committee of Jan. 23, 1909, covering the above, while we further enclose map showing the territory covered by the Delaware, Lackawanna & Western R. R., and its connections.

We will promptly keep you posted on all progress made in regard to agreements with other railroads.

Respectfully,

HOLLAND-AMERICA LINE,

A. G.

Gen'l Agt.

5438

VdSt

5439

5440 **Petitioner's Exhibit 272.**

Dict VdS
1478

Feb. 9, 1909.

Holland American Line,
Rotterdam.

Gentlemen:

Agreement with Erie Railroad providing for a commercial allowance of 10% with a maximum of $2.00 on Westbound first and mixed class railroad business
5441 from New York to Buffalo and point beyond.

We beg to refer to our letter of the 26th ult. and report of the special Railroad Committee enclosed therewith, to the effect that an arrangement had been concluded between the Steamship Lines and the D. L. & W. R. R. through the medium of A. E. Johnson & Co., whereby a commercial allowance of 10% with a maximum of $2.00 was to be paid on all first and mixed class Westbound railroad business from New York to Buffalo and points beyond.

In accepting this proposal from A. E. Johnson & Co. the Steamship Lines realized that the ultimate object of the Steamship Lines was not furthered thereby. This object, as you are aware, is to come to an
5442 agreement *directly* with the railroads, whereby a commercial allowance will be paid by them on all first and mixed class Westbound rail business.

With this end in view, several attempts were made by the Steamship Lines to obtain such allowance through a direct agreement, but without result. Following the offer by A. E. Johnson, negotiations were continued, but without any apparent success, the supposition being that existing contracts on the part of the Trunk Lines prevented them from making any Westbound agreements directly with the Steamship Lines.

Petitioner's Exhibit 272

Since then the Erie Railroad has broken away from the Trunk Lines and has come to the Steamship Lines, with an offer as above stated. This has been accepted by the Special Committee for the Steamship Lines, which in return has promised to recommend to the Lines to support the Erie and route as large a share of the Westbound rail business, as possible via their road. 5443

The Erie Railroad expects to be able, within a short time to make suitable arrangements with one or more Western rail lines so as to place them in a position to take care of business beyond Chicago and extend the maximum allowance of $2.00 to $4.00. 5444

In the meantime, commissions paid by Peter McDonnell and A. E. Johnson remain in force.

Under the circumstances, we would respectfully suggest that you discontinue the issuing of Johnson's and Peter McDonnell's orders and issue instead our own regular cash orders, which upon arrival of the steamer here, will be indorsed by us "via Erie" or such railroad as may suit the particular case.

We will instruct our agents on this side that whenever rail transportation is sold in connection with cabin prepaids the rail fare is to be remitted to us and we will mention this on the prepaid lists in the same manner as is done with the third class prepaid railroad orders. A commission of 5% with a maximum of $1 will, in due time, be allowed to agents. 5445

In connection with the above, we avail ourselves of this opportunity to kindly see to it that the preliminary written lists of first and second cabin passengers reach us either before or on the date of the arrival of the steamer, in order that we may be able to verify the prepaid and cash rail orders presented to us by passengers.

At present these lists reach us after the arrival of the steamer.

5446 *Petitioner's Exhibit 272*

While the aforementioned agreement with the Erie Railroad is still far from being perfect, it is, as you will note, a step in the right direction and we sincerely hope that it may prove to be the beginning of a general agreement between all Trunk Lines and Steamship Lines, covering the payment of a commercial allowance on westbound first and mixed class railroad business.

The Special Committee's report on the above will be sent to you promptly upon issue.

Yours respectfully,

HOLLAND-AMERICA LINE,

5447 A. G.

Gen'l Agt.

VdSt

5448

Petitioner's Exhibit 273.

5449

Private N
No. 1608

Nov. 18th, 1909.

Holland America Line,
Rotterdam.

Gentlemen:

We beg to refer to the Eastbound Railroad Agreements:

Altogether recently the Eastbound Agreement with the Western Passenger Association has been consummated and the sub-agents have been notified as per 5450
enclosed circular, the situation today is not very satisfactory in regard to the Central Passenger Association Agreement upon which a great deal depends for the success of the former. The Central Passenger Association Agreement has worked to the entire satisfaction of the steamship lines, although this can not be said for the different members of the participating railways.

A great preference is shown by the Western Agents for the Wabash, and Nickel Plate Railroads, and as you will please note from the accompanying statistics the percentage on both roads is exceedingly high. The B. & O., Grand Trunk and Erie Railroads, as 5451
well as the Pennsylvania differential Lines and the Michigan Central are the principal sufferers.

The poor showing of the B. & O. railroad is principally caused by inadequate train service, and although some improvements in this direction have been made already, further improvement is highly necessary.

As far as our Company is concerned it is difficult for us to send our Chicago passengers by the B. & O. railroad as trains on said road are frequently delayed, and the morning train due to arrive at New

5452 *Petitioner's Exhibit 273*

York at 7:00 A. M. does not allow passengers as a rule to make connections with our steamers sailing at 9 A. M. as the arrival station is the terminal of the Central Railroad Co., of New Jersey, necessitating crossing and recrossing the North River.

In consequence there is no other way for us than to either send our Chicago passengers by the morning or afternoon B. & O. train, which causes board and lodging expenses to the passengers, or to send them over some other road. However, it is of great interest to all the Lines to properly adjust the business to show the railroads that the Steamship Lines are
5453 practically controlling the railroad business obtained in connection with steamship travel.

A strong telegram was sent by the "Committee" to their General Passenger Agents in Chicago, instructing them to route the business primarily over the B. & O., then by Erie, Grand Trunk Pennsylvania Lines, and Michigan Central, and that for the present and until further notice no commercial allowance would be paid to agents who routed passengers by some other road.

We trust this will bring about a decided improvement in the near future.

Respectfully,

5454 HOLLAND AMERICA LINE,

A. G.,

Gen'l Agent.

Petitioner's Exhibit 274.

5455

N
Private No. 1490

March 26, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to refer to our letter 1478 Private of February 9, and railroad report of the same date subsequently sent to the effect that the Erie R. R. offered 10% commission with a maximum of $2.00 to the Steamship Lines direct, and that said offer had been 5456
accepted.

We now beg to report that after many meetings and discussions the Erie R. R. has increased the maximum commission to $4.00 thus placing the Steamship Lines on the same basis as Peter McDonnell, A. E. Johnson & Co. or other outsiders.

We are very much pleased to have this offer made by the railroad direct which is fully in line with the general principle always advocated, the special railroad Committee has accepted this offer, and in consequence our business which can go via Erie R. R. will be routed accordingly.

We beg to enclose all different reports thus far received in connection with the above. 5457

One of the great factors which very strongly impresses the railroads is the proof that the Steamship Lines control the railroad business of their passengers and this control can in no way be more facilitated than by the enforcement of the so-called "through booking" Rule.

It is therefore that a recommendation was made at one of the last meetings that all second cabin prepaid and return, and as far as possible first class passengers be booked through to final destination in Ameri-

5458 *Petitioner's Exhibit 274*

ca, and that a commission, or as we call the same at present, "commercial allowance" of 5% with a maximum of $2.00, be given to sub-agents on all first and mixed class westbound railroad tickets in the United States, sold in connection with ocean tickets.

We beg to recommend very strongly the adoption of the same rule for "cash" business in Europe, so that on arrival of the Steamers here all business as far as practicable has been booked.

The arrangements with A. E. Johnson Co. and Peter McDonnell will naturally cease now, and we will thank you as explained in our letter 1478 to use
5459 your own orders drawn on us.

For the present we will have our agents endorse our 2d cabin prepaids and return tickets, as recommended by the Committee, and in such cases request you to give to such passengers, claim—orders for the American transportation in the same way as you do now with 3rd class through-booked prepaid passengers.

It may be advisable for the next issue of our prepaid cabin and return tickets 2d cabin to have a clause added in the same wording as is now found on our 3d class prepaid contracts, covering the above.

Respectfully,

HOLLAND-AMERICA LINE.

5460 A. G.,

General Agent.

Encl.

Petitioner's Exhibit 275. 5461

N. No. 1495.

April 8, 1909.

Holland America Line,
Rotterdam.

Gentlemen:

We beg to enclose minutes of meeting #6 held March 30th of the Mediterranean Conference (awaiting confirmation) also a copy of the minutes of the meeting of the American Atlantic Conference, #12 from which you will please see, that said meeting was held only to consider the complaint against the agents 5462
of the North German Lloyd, Chicago, Ill.

We were much pleased to have Messrs. Clausenius & Co. fined $500.00 and at the same time receive a very severe open rebuke, which will be made part of the records.

We further enclose report #1 of the standing Committee on the United States Steerage Act 1908 regarding the "Water Line" of passenger's ships.

We will forward to you by Control box on Steamer "Noordam" April 13th, four more copies of the complete Passenger Act of 1882 with all the amendments up to date.

Respectfully, 5463
HOLLAND-AMERICA LINE.
A. G.,
Gen'l Agent.

5464 **Petitioner's Exhibit 276.**

Private N
No. 1553

July 30th, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to refer to pool letter #4219 issued at Jena, June 18th, 1909, in regard to agents who receive more than 5% commission, and especially to this part of the letter, which promulgates a letter from
5465 the French line.

The French Line states it to be their standpoint that only such agents should be entitled to a commission of 7 1/2% who work excluslively for one Company, and that those who work for several Lines should not be entitled to a higher commission than 5%.

In contradiction to this standpoint as specified by the French Line we beg to remark that said Company is represented by the firm of Raymond & Whitcomb in Philadelphia as General Agents for said city, and that the latter firm receives reports from different sub-agents in Philadelphia of tickets sold over the French Line, and on which sub-agents commission is allowed
5466 by them.

We believe that the regular General Agents Commission is paid by the French Line to Messrs. Raymond & Whitcomb in Philadelphia, as it is highly improbable that Messrs. Raymond & Whitcomb would do this business for nothing, and would pay out to the sub-agents the regular commission in case they, themselves do not obtain any more.

In addition we beg to say that the firm of Raymond & Whitcomb not only represent the French Line as General Agents, but nearly every other Line, including ours, as sub-agents.

Petitioner's Exhibit 276

5467

Furthermore, we beg to say that at the time when the first and second cabin Agreements became operative in the past, we had to cancel the firm of Thos. Cook & Son in San Francisco, much to our regret, and only because it was stipulated that Tourist Agents should not receive more than 5% commission, which made the continuation of said firm as General Agents an impossibility.

Respectfully,
HOLLAND-AMERICA LINE.
A. G.,
General Agent.

N

5468

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5470 **Petitioner's Exhibit 277.**

N. No. 1589.

Oct. 8th, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to enclose unconfirmed minutes of Meeting #17 of the Mediterranean Conference held October 6th, 1909. The principal matter discussed was the
5471 situation in regard to the Greek Lines whose competition is very strongly felt. The result of the measures taken fall far below the expectations as is last shown in the big number of passengers carried by s/s Athene, October 2nd.

Conference has now received an application of membership by the International Greek Lines to the Mediterranean Conference and which application was referred to Mr. Peters in Europe by cable. The motive for this application not being apparent it was deemed advisable to inform Mr. Peters that the United States Government might possibly have instigated this action in order to obtain proof of restraint in trade against the Mediterranean Lines, and that there-
5472 fore careful consideration would be very desirable. A cable answer was requested.

Amongst further matters the request was made by Mr. Hartfield that the Continental Conference should reconsider their action taken last year in April, namely to remit the fines at that time imposed upon the continental agents, who booked continental passengers via Italy.

We beg to refer in connection with this matter to the minutes of Meeting #154 of the Standing Complaint Committee of the Continental Conference held

Petitioner's Exhibit 277 5473

on April 17th, 1908, and our letter #1401, Private, of September 18th, 1908. The case in question is that of Mr. M. B. Goldberger, recorded under Minute #1093, and who was fined $500.00 for violation of rules.

We understand that Mr. Hartfield has paid said fine for Mr. Goldberger, and therefore is very anxious to obtain refund. The violation of rules however committed by this agent is worse than any of which an agent has ever been guilty, and in our opinion should not be reconsidered.

Mr. Solari (Mr. Hartfield's partner), intends to go to Europe next week and has the intention of bringing this matter up in Europe. 5474

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
N Gen'l Agent.

We do not quite share the opinion as expressed by the members of Conference present at the meeting with reference to the U. S. Government having instigated this application, nor do we approve of the mentioning of our Line in said cable to Mr. Peters, and same must have been added after the matter had been discussed. We have now instructed Secretary Sandford henceforth to submit for approval contents of cables before same are being sent. 5475

A. G.

5476 **Petitioner's Exhibit 278.**

N. No. 1605.

Nov. 12th, 1909.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to inform you that the Eastbound Railroad Agreement with the Western Traffic Association has been completed. We beg to enclose Confidential report of the Special Eastbound Railroad Committee un-
5477 der date of November 10th. This report covers the entire agreement as now existing.

You will please note that the territory between the Missouri River, from Kansas City going north and a line through St. Paul, Minneapolis and Duluth as Western Boundary, and a line between Chicago and St. Louis as the Eastern Boundary, is not as yet covered as far as the paying of commission is concerned. In said territory for business to the Atlantic ports when passing through St. Louis, or Chicago, the steamship Lines will receive the commercial allowance as specified by the Central Passenger Association.

The question now remains to get the Southwestern Passenger Association and the Southern Passenger
5478 Association in the agreement, (terminal points Memphis, and New Orleans) which if done, will include then all of the United States.

On the 10th and 11th. inst. the renewal of the Westbound Immigrant Agreement of 1897, and amended 1905 was discussed, as informed you already by our letter of November 5th, #1600. We are pleased to state that this agreement has been renewed and in general its features are the same as the agreement now existing. A special note was made that due consideration must be given to passengers and purchasers in regard to the routing.

A serious attempt will be made to have this agreement also made to include the Canadian ports, and the port of Portland, Me., which are not included in the present agreement. This matter will be taken up by a Special Committee with the Canadian Pacific, Inter-Colonial and Grand Trunk Railways. 5479

In the amendment of the original agreement a clause was made to the effect that Mr. Peter McDonnell will have the same commissions from the Western Passenger Association which the steamship lines now receive. This clause has been renewed, but in addition it was distinctly stated that Mr. Peter McDonnell cannot pay to any steamship company any more than the agreed commission of 10% with a maximum of $4.00, nor more than 5% with a maximum of $2.00 to sub-agents. The steamship Lines promised to bring this matter especially to the attention of the European offices of the Lines and recommend very strongly its adoption for Europe, if this can possibly be done. In case the present agreement could be also adopted and enforced by all the steamship Lines in Europe undoubtedly a great deal of revenue could be derived from it. 5480

Mr. Peter McDonnell has always been a disturbing factor in direct arrangements with the Railroads and in Europe his activity through Ramsden of Liverpool, especially in Switzerland, Italy and some parts of Greece is well known. 5481

We will greatly thank you for informing us if it is known to you that at present Mr. McDonnell is paying in Europe more than 5% to sub-agents, either directly or indirectly.

The question of the issuance of annual passes in behalf of steamship representatives was also made a subject of long discussion. There does exist a wide difference of opinion between the Attorneys of the different railroads as to the right of the issue of passes under the present Interstate Commerce Laws.

5482 *Petitioner's Exhibit 278*

The matter will be taken up by the Advisory Committee of the Railroads at their next meeting in Chicago, and the question may perhaps be settled by the allowance of a sum to each steamship Company for travelling expenses. (Retroactive.)

As soon as the report of the Railroad Committee, which will very likely be issued shortly, is ready, we will send you a copy giving full particulars.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
Gen'l Agent.

5483

5484

Petitioner's Exhibit 279.

5485

N #1641 January 18th, 1910.

Holland-America Line,
Rotterdam.

Gentlemen:

In regard to the Westbound railroad business, first and second class, for which we made arrangements with the Erie Railroad, we are pleased to inform you that there is a tendency of the other Trunk Lines to come in.

We have been informed that the Lackawanna Railroad has already approached one or two lines with the 5486
object of making direct arrangements, which, if confirmed will soon be followed by other trunk lines. We also have from good source that the Grand Trunk Railway, which company issues their own orders in Europe, has approached some of the lines abroad in regard to railroad business, and it is very likely in case this has not been done already, that you will also be approached by them in this matter.

Should this be done, we would respectfully suggest that you will refer the Grand Trunk Railway to us here, which is in conformity with the policy advocated by all the steamship lines, and which will show conclusively that the steamship lines in regard to railroad businesses, are acting jointly and as a unit, and in this 5487
way strengthen their position considerably.

As you are undoubtedly aware the Westbound first, and mixed class American railroad transportation via the Trunk Lines is pooled, and that an eventual shortage of one of the lines is made up by Immigrant traffic. This condition has existed for years, but in many respects is unsatisfactory to some roads, who have a strong hold on first class business, and see very reluctantly the lucrative Immigrant business go over to their competitors' roads.

5488 *Petitioner's Exhibit 279*

There are different rumors indicating a break in the near future of the Trunk Lines' relations between themselves, and should this occur, we would not be surprised that a rate-war will be the immediate result.

When such conditions should arise, it is evident that the Lines here must have a free hand to route the business according to these conditions, and having thus far made very satisfactory arrangements, as well Eastbound and Westbound with the different railroads, although all arrangements under contemplation are not completed, the steamship lines here are of the opinion that all arrangements should be made here
5489 only, in order not to be handicapped by agreements or contracts which may have been made in Europe, and which might undo part of the work accomplished here.

We will keep you fully informed about the situation.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
General Agent

5490

Petitioner's Exhibit 280. 5491

Dict. N. No. 926.

Nov. 10th, 1905.

Holland-America Line,
Rotterdam.

Gentlemen:

Referring to our letter #8719 of August 18th this year, we beg to enclose copy of the Committee Report about the situation regarding immigrant traffic to the New England States.

This report has been unanimously accepted by the different Lines constituting the three Conferences and 5492
the Committee continued with full power to act.

A contract is now being drawn up on the lines as laid down in Mr. Connor's letter and as soon as it is completed a copy of same will be forwarded to you.

Not having any instruction from you, we have since the re-establishment of the Italian rates left our Italian and Oriental rates unchanged.

Regarding Italian rates, the same are too high as compared with those of the other Lines, as to expect any business. However, our rates to the Orient are in most cases lower than those of the other Mediterranean Lines. As you may have noticed all direct Lines to the Mediterranean as also the French Line, 5493
quote to the four principal Oriental points, the following fares, in addition to their Naples rate:

Piraeus	$ 7.00
Alexandria	10.00
Jaffa	12.00
Beyrouth	13.00

If we are to follow this example, our throughout rates to said points will be

5494 *Petitioner's Exhibit 280*

Piraeus	$42.00
Alexandria	45.00
Jaffa	47.00
Beyrouth	48.00

instead of respectively, $37.00, $41.00, $43.00, and $43.00, as they are now.

Thus far we have not particularly pushed this business on account of the small margin of profit, as compared with our other rates to Continental points and do not intend doing so unless we receive your instructions on this point.

5495 We will thank you for considering this matter and inform us at your earliest convenience.

Yours respectfully,

HOLLAND-AMERICA LINE

T. W. M.

Gen'l Agent.

Memo: We enclose herewith clipping from the Washington Evening Star of Nov. 9th, which will undoubtedly be perused by you with interest.

5496

Petitioner's Exhibit 281. 5497

Dict. N: Private.

No. 932.

Dec. 5th, 1905.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to confirm our cable of this afternoon, "REGENWATER ROKKENBOUT ZAGAGLIA OFF ANTWERP."

No explanation was given regarding this unexpected 5498
reduction.

At the same time we hear from our agents on the East side that this reduction will greatly interfere with the prepaid bookings for the Continental Lines.

We beg to enclose herewith slip of the Cunard Line announcing this reduction, which, although issued on Dec. 1st, was not promulgated as is the custom among the different Lines, and which slip was not received by us until today.

Yours respectfully,
HOLLAND-AMERICA LINE
T. W. M.
Gen'l Agent

5499

5500 **Petitioner's Exhibit 282.**

Dict. N. Private.

No. 940.

Dec. 14th, 1905.

Holland-America Line,
Rotterdam.

Gentlemen:

Referring to your Private ♯652, we beg to return herewith letter from the Esperia Insurance Co., of Naples; it's contents was perused by us with great
5501 interest.

In reply to your ♯656 and 658, we have received Dr. Rictema certificate, legalized by the American consul at Rotterdam, regarding detention of third class passengers for five days and note that for the present we may expect similar certificates by the purser of each subsequent steamer. We will advise you at once as soon as the present instructions regarding detention of third class passengers, are either amended or withdrawn.

We received your favor, Private ♯659 of Nov. 2 'th and complying with your request will, in future substitute "Third class" for "steerage" in all tickets and
5502 general advertising matter referring to this class.

Referring to your Private ♯660 of Dec. 1st, the three pictures ordered in your ♯685 of Sept. 25th have been forwarded per steamer "STATENDAM" the 6th inst. The two other pictures ordered in your ♯635 will go forward at an early date. As Mr. Pansing is employed by the American Litho. Company, he has not as much time at his disposal as formerly, which may explain the delay in the execution of orders.

Petitioner's Exhibit 282

5503

In reply to your #661 of Dec. 1st. we beg to inform you that the Cunard Line, without any reason, declined to enter into any Cabin Baggage Agreement, either Eastbound or Westbound. In consequence Mr. Wright will not bind himself for the I. M. M. Co. lines in this respect and the entire matter is therefore left in abeyance for the present.

We greatly regret this outcome, as it means a considerable loss of revenue for all the Lines. It is our opinion that the measure, if uniformally adopted, could be easily enforced. The results of Hapag and Lloyd W. B. have been very satisfactory.

5504

The Mediterranean Conference is holding nearly daily meetings in order to come to an Agreement in regard to East and Westbound rates for 1906, but we presume that several other meetings will have to be held, before a satisfactory understanding will be reached.

We enclose herewith Minutes of the three last meetings of Dec. 7, 11th and 14th, #14, 15 and 16.

Yours respectfully,

HOLLAND-AMERICA LINE,

T. W. M.

Gen'l Agt.

5505

5506 **Petitioner's Exhibit 283.**

New York, December 27th, 1905.

Mr. H. Peters,
Jena, Germany.

Dear Sir:

Replying to your esteemed favor of December 5th, 1905, addressed to the Holland-America Line, this city, the Committee appointed here under Agreement L, in accordance with your request, has carefully examined the Italian tickets and stubs, referring to S. S. "PHILADELPHIA" Dec. 3rd, 1904, and S. S.
5507 "ST. LOUIS" Dec. 31st, 1904.

The Committee finds that a few differences occur with the statement submitted by you, namely,

Stub 25602, one adult to Naples, S. S. "PHILADELPHIA" Dec. 3rd, is missing—on the American Line statement of said steamer it is recorded as one adult to Naples—net amount received $15.00.

Ticket numbers 4030, 4031, 4032 and 4033 in your statement, are apparently incorrect and must be 25640, 25641, 25642 and 25643 respectively, as said stubs correspond with the first ones in regard to the number of passengers, destination and amount received.

There have been no advance bookings in August for the two steamers referred to.

5508 Seventy passengers recorded on your statement (the missing stub was left out) have been transferred from the White Star Line, all of said passengers having originally been booked for steamer "REPUBLIC" sailing Dec. 1st.

The three passengers for S. S. "ST. LOUIS" Dec. 31st, were reported, #24449, one adult to Turin, by the San Francisco office, #24451 and 24978, each one adult to Milan, by New York agents.

We beg to enclose statement made up from the stubs in the American Line office, at the same time return the statement submitted by you.

Petitioner's Exhibit 283

5509

The American Line here is very emphatic in its assertion that they never claimed said passengers having been booked in or prior to August, 1904.

Their rates were reduced on December 23rd (postal card announcing said reduction enclosed) and as on said Notice the commission to agents was not mentioned, this notice was substituted by a small circular issued January 4th (copy enclosed) mentioning the amount of commission as $3.00.

In regard to advance bookings at higher rates than those in effect at the date of sailing, we beg to enclose statement for the sailing of steamer "St. Louis" Dec. 31st and of S. S. "PHILADELPHIA" Jan. 7th.

5510

We trust the above information is all that you require; in case any additional particulars should be desired, we will be pleased to take the matter up further.

Respectfully,
THE COMMITTEE.
E. Leonard.

A. C. H. Nyland.
Herman Winter.

5511

5512 **Petitioner's Exhibit 284.**

Dictated N.
D. Private.

Feb. 9th, 1906.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

We have followed with considerable interest the different discussions in Europe, at pool meetings, resulting finally in a renewal of the existing agreements.

5513 One of the most annoying features (leaving, for the present our low percentage out of the question) is the excessive percentage of H. A. P. A. G., which company with their present fleet and services, will have some difficulty to earn the same by carrying the required numbers, except by unusually low rates.

We refer especially to the eastbound third class rate for steamer Amerika. No steamer has received a wider advertisement, and we believe that the third class rates should be at least $37, instead of $33, which is practically a differential of two dollars on our and Red Star's rate.

5514 However, as the matter stands now, we do not think that much can be accomplished by complaining about this state of affairs. Coming back to our own low percentage, it may be worth while considering the advisability of quoting a higher eastbound third class rate for our new twin screw steamer New Amsterdam, viz., the rate of $35, leaving the rate for the other steamers at $33.

Our new twin screw steamer is superior to the others, and will have the benefit, more than any other steamer of our fleet, of wide advertising.

The present indications are that we will have no difficulty in carrying sufficient third class eastbound passengers to come up to our percentage. In fact,

5515

we believe that before long we will have a constant plus.

H. A. P. A. G. could then be induced, at the same time, to advance their rates for steamer Amerika, which would facilitate our bookings at $35 rates, for our steamer.

As long as we cannot obtain a higher percentage, without endangering the existing agreements we might try to carry our number at as high a rate as possible.

We will thank you for considering this matter, and informing us at your earliest convenience.

Yours respectfully,

HOLLAND-AMERICA LINE

5516

Gen'l Agent.

N.

5517

5518 **Petitioner's Exhibit 285.**

Dictated N.
No. 961.

Feb. 16th, 1906.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

We beg to enclose copy of a letter from the Congressional Information Bureau, regarding Senator Dillingham's bill, which undoubtedly will be perused by you with interest. We also enclose a copy of said
5519 bill. We are not yet in receipt of a copy of the Penrose bill, referred to in our #959. We also enclose copy of a report by the Secretary of State, relating to the case of Special Immigrant Inspector Markus Braun, comment on which is undoubtedly superfluous.

We beg to enclose a memo of the Metropolitan Conference, containing copy of a letter sent by the White Star Line, Mediterranean service, to the effect that they do not wish to be bound by the tacit cabin agreements, regarding Mediterranean business.

We greatly regret to notice the standpoint which the White Star Line takes in this matter, which bad example will undoubtedly be followed by the Ham-
5520 burg-American Line, and the North German Lloyd, Mediterranean services.

It goes without saying that any favor shown by the Mediterranean services of said lines will also go to the benefit of their other services to Northern Europe. We would respectfully suggest that you bring this matter up before the different lines, parties to the agreements, in Europe.

Referring to our private #956, of Feb. 8th, we now beg to inform you that the United States have taken action and served summons in complaints against the

Petitioner's Exhibit 285

5521

French Line, the Hamburg-American Line and our Line. The said complaints refer to cases of deported immigrants, affected by the two and three year clauses, sections 20 and 21 of the Immigration Act of March, 1903. Our cases have been referred to counsel (Messrs. Choate & Beers).

Yours respectfully,

HOLLAND-AMERICA LINE

A. G.

Gen'l Agent.

N. This is for joint account of all lines.

5522

5523

5524 **Petitioner's Exhibit 286.**

Private N. 1000

May 25th, 1906.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

Different meetings are being held by the Mediterranean Lines in order to come to a eastbound agreement, and endless discussions have been going on, without any definite result thus far.

5525 At a meeting held yesterday, a schedule of rates was placed before the Lines, as per enclosed copy, named Schedule "R," in which the rates on the American and French Lines, are both put down as $35.00. Both Lines express themselves as agreeable to said rates, provided the steamship Lines, parties to Agreement L, would hold them harmless for any consequence as in accordance with article 5 of agreement L, both Transat. and American Line agree to quote to Italian and Oriental points, the same rates and to pay the same commissions as are being quoted and being paid by the North German Lloyd, for their direct twin-screw steamers, or by Hapag for its direct fast twin-screw steamers. The North German Lloyd was agreeable to

5526 this, as was also HAPAG.

We told the gentlemen that this matter must be submitted to you. Although Schedule R has not been accepted, and undoubtedly many others will follow, and this matter may perhaps not come up at all, any more, we will thank you for giving us your definite instructions as to what stand to take in this matter.

The Lloyd rate was made $34.50.

Respectfully yours,
HOLLAND-AMERICA LINE,
A. G.,
General Agent.

Petitoner's Exhibit 287. 5527

N
No. 1028.

Sept. 7, 1906.

PRIVATE.

Holland-America Line,
Rotterdam.

Gentlemen:

We received your favor, private 756, of August 21st, contents of which had our best attention. We fully believe with you that the steamship Companies 5528
could follow up with good results their different cases in which unauthorized persons sell orders on Europe.

However, it remains a question whether this course is advisable. Similar matters, if brought before a court, may easily lead to further investigation of the present methods employed by the steamship companies, which, in many respects would cause unsatisfactory results. The course followed by the steamship companies in their different meetings to maintain control of the agents under their supervision is in many ways very arbitrary, and although from the steamship companies standpoint justifiable may be condemned if brought before an investigation committee.

For this reason, we think it is very desirable to proceed slowly. However, in one of the next meetings, we will have this matter brought up and fully discussed, informing you of the result. 5529

Mess. Zotti & Co.:

Apparently this company is in very bad shape. The steamer Brooklyn has been sold, and Mr. Zotti now is anxious to become a regular appointed agent of the Conferences. He always has been a disturbing element in the business, and the best solution of this question

5530 *Petitioner's Exhibit 287*

is undoubtedly to have him under control which will be the case, if he accepts Conference rules and regulations. However, there is in our opinion, one feature, which prevents us from acting on this matter, namely, Mr. Zotti's relation to the French Line. In the different pool letters, we have noticed the very bitter tone of Mr. Tattet against Mr. Zotti. As long as the French line is working in harmony with the different pool lines, we do not consider it fair towards said line, to support a man who is antagonistic, and is trying to fight the French Line, wherever he can.

5531 It is possible that this matter will be taken up in Europe, and we would like to hear your opinion before proceeding. So far, the North German Lloyd, the Cunard, and the I. M. M. have endorsed Mr. Zotti's application, and will undoubtedly give him ticket books.

It should not be overlooked that special consideration is, in our opinion, not justified in regard to the French Line, as they are actually the cause of Mr. Zotti's position today; they have more than protected him when he was unknown, and have enabled him, by giving him a contract a few years ago, in defiance of the Conference, to have sub-agents, and sell tickets from three to five dollars cheaper than any one else.

5532 Respectfully yours,

HOLLAND-AMERICA LINE

A. G.

General Agent.

As long as Mr. Z. is endorsed by nearly all the lines we certainly would be at a disadvantage if we refused him our agency.

Petitioner's Exhibit 288. 5533

S
PRIVATE.
N.

October 5, 1906.

No. 1034

Holland-America Line,
Rotterdam.

Gentlemen:

Steamer Potsdam, arrived here last Monday, and we were pleased to note on the manifests, your careful compliance with the request made by the Commissioner of Immigration to fill out the different answers required by the Naturalization Act. The first and second cabin manifests were also in good order, the purser having measured the different passengers in regard to whom the questions had not been answered before the sailing of the ship. No verification of first and second cabin passengers was made in regard to this matter and they were permitted to leave the steamer on arrival, without being inconvenienced in any way. 5534

In the third class, however, all the different questions which had been filled out by you were verified, the passengers being measured over again, and eventual differences added to the manifests as is also the case with other differences. 5535

We were informed that the authorities were well pleased with the pains that had been taken in furnishing the desired information.

After a few weeks of existence, the Mediterranean Conference is again in such bad shape that any moment, we may expect the information that it will be broken up again, on account of the east-bound agreement, not being satisfactory to the Lloyd Italiano.

5536 *Petitioner's Exhibit 288*

Mess. C. B. Richard & Co., having given notice that on account of the unsatisfactory number of passengers on steamer Louisiana, which left New York on the 26th Ult., they wished a reduction in their rate from $33.00 to $31.00.

All Lines, members of the Mediterranean Conference, were very much incensed against Mess. C. B. Richard & Co., and a kind of indignation meeting was held, yesterday afternoon, in which in the strongest terms, the Lines expressed their bitterness and dissatisfaction with the unjustifiable action of C. B. Richard & Co. We beg to enclose copy of resolu-
5537 tion passed at said meeting by the Majority.

The outcome of said meeting was that all Lines should cable the situation to their Home Office, Mess. Richard & Co. reluctantly agreeing to do so. In case no solution of the present difficulty is found before tomorrow, all Lines will be at liberty on the 6th inst., to quote whatever rate they wish, east-bound.

In case this should occur, it will in our opinion be very difficult to get the Lines together again for any length of time.

Respectfully yours,

A. G.

5538 It seems that Mr. Richard is trying to use the above as a pretext to definitely withdraw from the conference, which body on account of clause G he is now fighting in his capacity as agent for the Volunteer Line.

A. G.

Petitioner's Exhibit 289.

5539

N. No. 1060.

November 23rd, 1906.

Holland-America Line,
Rotterdam, Holland.

Gentleman:

Steamer "Smolensk," will leave next Tuesday the 27th inst., for Rotterdam, with a third class rate of $30.00 gross, commission regular $2.00, and extra varying from $1.00 to $3.00.

This steamer will undoubtedly have a considerable number of passengers, as at present the only competitive ship is our steamer New Amsterdam, sailing the next morning. 5540

Steamer Main of the North German Lloyd, would have sailed also on the 27th inst., if it had not been for an accident, which befell her when arriving yesterday, and of which enclosed please find description, as given in the New York Herald this morning.

We have considered sending you a cable, stating these facts but in view of the circumstances, the time for next Wednesday is too short, to expect any practical result by a reduction in our east-bound rate.

As there is no Red Star ship next Wednesday, and no Hamburg steamer on Thursday, we expect notwithstanding the Volunteer Line's low rate, a considerable number of third class east-bound passengers for our sailing of November 28th. 5541

Yours respectfully,

HOLLAND AMERICA LINE
O. D.
Act. Gen'l Agent.

N.

5542 **Petitioner's Exhibit 290.**

H

MEMO

First Cabin Agreement Dated Liverpool, March, 1902.

The lines party thereto interpret that part of Article 12, referring to commission on round trip tickets as follows:

In arriving at the proper amount of commission the outward and return portions are to be considered separate transactions:

5543 Example Outward portion, $100.00 Commission $5.00
Return portion, 54.00 4.00

Total, $9.00

OR

The outward and return portions are to be considered as one transaction and the commission of 5% is to be calculated on the entire round trip rate:

Example Outward portion, $100.00
Return portion 54.00

Total, $154.00

5544 Commission at 5%, $7.70, but commission increased to $8.00 the minimum provided in Article 12.

* * * * * *

The Lines seem to desire to have a uniform understanding, and they are accordingly asked to endorse hereon which of the above interpretations they prefer, with, in this case, in order to reach some settlement, the understanding that the majority vote shall rule. If any one objects to majority rule, the matter will have to take the usual course, *i. e.*, require unanimous action.

(Signed) L. SANDFORD.

Petitioner's Exhibit 291.

5545

Private N
No. 1064

December 7th, 1906.

Holland-America Line,
Rotterdam.

Gentlemen:

Principally through the non-departure of steamer "Kaiser Wilhelm der Grosse" on Tuesday, steamer "Vaderland" of the Red Star Line had about six hundred passengers more than she could carry. Of this 600, 150 were transferred to steamer "Trave" and 53 to our company, while about 200 were transferred to the steamer "Oceanic" of the White Star Line, and 100 to steamer "Arabic" Boston service, who were sent to Boston on Wednesday night, by Fall River Line. Between 75 and 100 will be transferred to steamer "St. Paul" tomorrow.

5546

Now it is evident that this business transferred to English Lines all being Continental, is lost to the Pool, and that the Red Star Line will undoubtedly claim not being able to take care of the passengers in any other way than they did, the "Trave" being full, and we not being able to take more than the number as stated above. However, as long as the American Line may take 75 or 100, it would, in our opinion, have been better to have the same transferred to steamer "Pretoria" of the Hamburg Line, which sails on the same day. We have the above information from a very good source, viz., our agent, Mr. Henry Schinitzer, who is president of the Passenger Transfer Co., to whose care, nearly all of the passengers were sent, and who has to deliver them to the different docks.

5547

We would request you not to give any publicity to the above, as the communication was made to us in

5548 *Petitioner's Exhibit 291*

a strongly confidential manner, and as it would place, not only Mr. Schnitzer, but also ourselves, in a very embarrassing position, in case it became known that we were the originators of this report.

Respectfully yours,
HOLLAND-AMERICA LINE.
V. D.
Asst. General Agent.

N

5549

5550

Petitioner's Exhibit 292.

5551

N

No. 1093

Feb. 11th, 1907.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

The recent changes in the eastbound third class rates have clearly illustrated how easily a rate war may be precipitated under present conditions.

Although the British Continental Agreement of 1898 is lived up to by all the Lines, there is apparently 5552
a misunderstanding regarding clause 8 of this agreement. The British Lines, or rather the Cunard Line, takes it for granted that clause 8 of said agreement gives the right to the fast steamers of this Line to quote the highest rate of either Hapag to Hamburg, or Lloyd to Bremen, which is actually in existence at the time when the change in rate is made. In other words, when on January 22nd, the reduction was made by Hapag to $30.00, the Cunard Line wanted this same rate for Hamburg to apply for their steamers, Lucania, Campania, etc., as this $30.00 rate was the highest in actual existence for Hapag.

Steamer Deutschland for which an outward rate 5553
of $39.00 is quoted has been temporarily withdrawn from the Hamburg service, and will not enter this service again until March 16th. For all the other ships, the $30.00 rate was available.

Mr. Vernon H. Brown, after long discussions, was finally persuaded, in case the Continental Lines would all advance to $33.00 eastbound, to leave his outward rate unchanged (except for steamer Umbria, sailing on February 2nd, but for which departure, he agreed not to issue any official circular).

5554 *Petitioner's Exhibit 292*

It may easily be seen how the reduction to $30.00 for all of the New York steamers of the Cunard Line would have created a disturbance among the other of the British Lines, which would not have been settled easily.

However, as long as the Cunard's conception of clause 8 does exist, the recurrence of similar controversies is always apt to come up, and in our opinion, makes a change in clause 8 very desirable.

Although we understand the difficulties in changing this clause so as to satisfy all the members of the Pool Agreement, we believe that it can more easily
5555 be accomplished on this side of the water than in Europe. In many respects, the Lines here can judge better about the questions covering eastbound traffic than in Europe. In the second place, the Lines are able to meet here nearly at any time on very short notice to discuss the situation while in Europe it is frequently very difficult to hold meetings, and nearly impossible to come to a satisfactory solution of similar questions by correspondence.

In view of the above, we would respectfully recommend that the Pool Lines adopt a resolution by which the settlement of eastbound rates be left in future to the New York representatives of the lines, who be-
5556 fore coming to a final settlement, can always submit propositions by cable to their respective Home Offices as is done by the Mediterranean Lines.

We understand from the other lines that they will make the same recommendations to their European offices.

Respectfully yours,
HOLLAND-AMERICA LINE
A. G.,
General Agent.

Petitioner's Exhibit 293. 5557

N
No. 1104

March 8th, 1907.

Holland-America Line,
Rotterdam.

Gentlemen:

Referring to our private 1101, of the 4th inst., we now beg to inform you that all the Lines interested in the Mediterranean business are in favor of a separate collection of the $4.00 head-tax in addition to the ocean fare, except the Navagazione, La Veloce and the Lloyd Italiano, who prefer to have an ad- 5558
vance made in the prepaid and cash rates.

The British Lines received a cable today to the effect that they also propose an advance in rates for British and Scandinavian business, rather than a separate collection of the head-tax.

The representatives of the Lines here, however are opposed to this, and believe that the question has not fully been considered at this week's meeting in Liverpool.

We ourselves are strongly in favor of a separate collection for the following reasons:

1st: The legislators in Washington wish a discrimination made between and in favor of American 5559
citizens and aliens, and several of them have expressed themselves in favor of proposing a further advance in the head-tax in case the same should be included in a rate.

2nd. In case of a rate war all lines would lose an enormous amount of money in case said head-tax should be included in the rate.

3rd. Supposing an advance should be made of $4.00 in rates, it would still mean a loss of $2.00 on every child and infant.

5560 *Petitioner's Exhibit 293*

We will admit that the collection of a separate $4.00 for each alien passenger would cause considerable extra work, but, in our opinion, there is no serious objection to the adoption of this system.

We believe that if the matter is presented with all particulars to the British Lines, they will join the other Lines in the separate collection.

Of the Canadian Lines, information has been received that they are agreeable to the collection separately of $4.00 head-tax for every alien passenger with destination in the United States.

5561 So far no news has been received from any of the Continental Lines, but we presume that the matter has been taken up; and that we will receive your instructions as soon as an agreement has been reached.

The New Immigration Act has been fully discussed by the Special Committee appointed by the Lines, and a report will be issued either today or tomorrow, giving full particulars.

We will forward same to you immediately upon its receipt.

Respectfully yours,
HOLLAND-AMERICA LINE.
A. G.,
General Agent.

5562

Petitioner's Exhibit 294.

5563

No. 1196.
Private, N.

Sept. 20th, 1907.

Holland-America Line,
Rotterdam.

Gentlemen:

In our letter, private 1192, of September 13th, we called your attention to the eastbound third class situation. We now wish to do the same regarding the prepaid business, which on account of the two Russian Lines is in a most unsatisfactory condition.

5564

As after the Jewish holidays, the prepaid business usually is increasing, the complaints about lack of protection, especially from the eastside New York City agents, are growing in number. Said agents not only cannot do any steamship business, but their banking and money order business suffers to such an extent that they are well nigh desperate.

The North German Lloyd prepaid rate of $27.50 does not assist them. In the first place, this rate is off Bremen, and the Russian Volunteer Line has the same rate off Libau; further, the Lloyd never having catered for the Russian trade, is practically unknown on the east side for prepaid business, and even if they should be able to forward passengers from Libau via Bremen at the same figure it would remain difficult for them to obtain the business against the direct services of the Russian Lines.

5565

The Committee appointed under Minute 1032, New York Complaint Committee Meeting 148, has investigated the conditions on the east side in New York, and found the situation to be very serious. The port of Libau has grown so much in popularity that today it is more in demand than any other port in Europe for Russian prepaids. The protection afforded

5566 *Petitioner's Exhibit 294*

by the Russian Government to the Russian Lines, the low rates and good service, the peculiar position of the Cunard Line, which has practically promised immunity to some agents, who should be willing to book for the Volunteer Line, are all factors which if disregarded, would cause the most dangerous consequences.

All over the east side, new agents have been appointed by the Russian Lines; not being bound by Conference rules, they sell prepaids and outward for both Lines at any price between the official rate and
5567 the net rate, which is about three or four dollars lower. Agents like Kass, Kobre, Polowe, Mogilewsky & Werner, Markel Bros., Oppenheim, Barash and Kohan beg for protection. They see their business decrease day after day; their expenses are not covered any more by their earnings, and although in our opinion, they have thus far been loyal to the Pool Lines and have not sold for the Russian Lines directly or indirectly, our control may be lost under the continuation of the present conditions.

By one of the prominent agents, it was intimated that in case he had the agency of the two Russian Lines and in addition the Cunard Line, who, as stated above, would not cancel his agency for his bookings
5568 for the Russian Lines, he would be far better off than at present.

Although none of the other agents expressed himself clearly on this point, we believe that all of them hold the same opinion, but have not the courage to say so.

Something must be done, and this the sooner the better.

The solution of the problem may be found in the three following points, which we beg you to consider:

1st: The admission of the two Russian Lines to Pool and Conference;

Petitioner's Exhibit 294 5569

2nd: Permission to be given to the principal east side agents to book for the Russian Lines under certain conditions;

3rd: Competitive rates for Russian business off Libau.

At a meeting held yesterday, said points were fully discussed but no definite result obtained.

In regard to the first point, we learn from the Lloyd here that the Russian Lines place themselves in such an independent standpoint and make such demands that this cannot possibly be considered.

In regard to the second point, it was suggested that 5470
ten or twelve of the prominent east side agents should become agents of the Russian Lines, under condition that C. B. Richard & Co. take away their tickets from the outside agents now created by them, if not all, at least a great number would then be cancelled. These agents would be allowed if it was not possible to book passengers for any of the Pool Lines, to book for the Russian Lines at net rates, thus depriving the remaining outside agents of any revenue which they would otherwise make. The books of such agents would always be open for inspection by the Pool Lines, and whenever demand was upon them, they would return the agencies of the Russian Lines. 5571

The Lloyd advocated this measure. We, however, are not in favor of it for obvious reasons; first, the principle of admitting to agents our weakness in this fight is entirely wrong; second we place ourselves entirely at the mercy of the east side agents. It is evident that where they cannot sell for the Pool Lines at their present rates, they cannot do much better for them if they obtained the privilege of selling for the Russian Lines. Thirdly, it is very difficult, not to say impossible, to refuse other agents, as well in New York as outside (who learn of this concession

5572 *Petitioner's Exhibit 294*

made to a few) the same privilege. How can we, under the circumstances, punish agents outside of the selected few for selling Russian Volunteer tickets, if we allow this to others in New York.

The third point is undoubtedly costly, but in our opinion, the only solution at present. It is not necessary to quote for all our prepaid business a low rate, but this should be done for Russian business booked off Libau. The transportation from Libau to either Hamburg, Bremen, Rotterdam or Antwerp to be either by rail or by steamer. It would be sufficient that one or two Lines in this respect be made the
5573 fighting Line, and we would suggest that Rotterdam or Antwerp, or both, on account of their great popularity, be selected. The Pool Lines jointly should pay for the expenses thus incurred.

We respectfully beg you to consider the above carefully, and if an agreement can be reached by you, to inform us by cable as to what means should be adopted.

Respectfully,
HOLLAND-AMERICA LINE,
VAN DOON,
Act. Gen'l. Agent.

5574

Petitioner's Exhibit 295.

5575

Private N
No. 1228

Oct. 28th, 1907.

Holland-America Line,
Rotterdam.

Gentlemen:

We are in receipt of your cable "UREMO NAVRAGEN WE ROERLOOS DISADVISE PERMIT AGENTS BOOK RUSSIAN LINES," from which we note that you and Hapag are opposed to granting to some agents the privilege to book for the Russian Lines. 5576

We had hoped that by our cable of the 24th inst., the seriousness of the present situation would have become so apparent that the Pool lines would have been able to agree to a proposition of some kind, which to some extent, would have brought relief to our Russian agents.

The lines directly affected are we ourselves, Hapag and Red Star Line; Lloyd never having catered for Russian business can better than any other Line afford to continue in an indifferent attitude.

We have little doubt that very soon a break will occur in the ranks of our east side agents, and we 5577 are convinced that this will be followed by a general demoralization which it will be impossible to prevent.

We do not know how the outlook is for a renewal in December of the existing Pool contracts (but believe the same to be rather gloomy). If a continuation is very doubtful, we would suggest that our Company make a competitive rate at once for Russian prepaid business only.

Even if the Pool contracts should be renewed there will be a few prepaids only able to leave Rotterdam during the present pool year, the month of December

5578 *Petitioner's Exhibit 295*

only having two departures of passenger steamers from your side, and with the beginning of the new year we need not be afraid of too large numbers.

Our percentage of Russian business is so large that we, least, of all, can afford to lose our hold on this business. Moreover, we believe that under the present circumstances all lines interested in Russian business will reduce their Russian prepaid rates on the 15th of November, under the clause of the contract.

Respectfully,

HOLLAND-AMERICA LINE.

A. G.,

5579 General Agent.

N

We enclose copy of a communication from the Congressional Information Bureau under date of October 25th.

5580

Petitioner's Exhibit 296.

5581

N. Private.
No. 1237.

Nov. 15, 1907.

Holland-America Line,
Rotterdam.

Gentlemen:

Our present 11 Cabin Outw. rate being $37.00, and the 11 Cabin rate for Hapag and Red Star being fixed at $35.00 we are placed in a very unfavorable posititon for 2nd cabin business; especially since the Red Star Line during the winter season has again changed her sailing day to Wednesday.

5582

On account of the enormous rush of 3rd class eastbound passengers during the past two weeks, we have little doubt but that our plus in the Steerage Pool eastbound will before long be entirely annihilated, as the present differentials make it impossible for us to obtain business.

During the present week the Pool Lines have carried over 7500 3rd class passengers, of which number we had only 126; and the outlook is very dark as far as numbers are concerned for the subsequent sailings even for our Christmas steamers "New Amsterdam" and "Statendam."

We therefore suggest that our 3rd class E. B. rates be reduced to $25.00, which will enable us to quote a $35.00 E. B. 2nd cabin rate. The then remaining differential in 3rd class will be large enough, even by increasing our bookings slightly, to prevent excessive numbers, 3rd class being carried by us, and we would then be placed in a position to quote competitive 2nd cabin rates with Hapag and Red Star.

5583

In consequence of the above we cabled you today "RAAGBOL ZALFARICHE ENABLING RAADSZAAK ZAGREUS EASTBOUND POOL LINES THIS WEEK 7500 PROBABLY ANNIHILATING OUR PLUS SHORTLY BESIDES REMAIN-

5584 *Petitioner's Exhibit 297*

ING DIFFERENTIAL LITTLE DANGER OF EXCESSIVE NUMBERS," which we herewith beg to confirm.

Respectfully,
HOLLAND-AMERICAN LINE
A. G.,
Gen'l Agent.

N

Petitioner's Exhibit 297.

Dec. 20, 1907.

5585 N Private
No. 1270.

Holland-America Line,
Rotterdam.

Gentlemen:

We will greatly thank you for informing us if your views about the Mediterranean and Oriental business have remain unchanged.

The reason for our asking this questiton is that we have received application of a Greek firm in this city (Rompape & Co.) who may be able to do quite some Greek and Syrian business for us if we should
5586 wish to appoint them.

In case Agreement L is continued, and even if the Pool contracts are renewed under the old conditions, it would undoubtedly not pay us to cater for this business, as with the high compensation rate, there would be hardly any margin for profit left.

We will thank you to inform us about this at your earliest convenience.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
Gen'l. Agent.

N

Petitioner's Exhibit 298. 5587

N. Private
No. 1314.

Mar. 25, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

Mr. Gustave H. Schwab of the North German Lloyd, called on us yesterday, and informed us that the outward 3rd class rate of $26.00 for their regular steamers has been advanced, in accordance with cable instructions from their Home Office to $27.00. 5588 At the same time, he was instructed by his Home Office to compete with the Russian E. Asiatic Line and the Russian Volunteer Fleet, by quoting on the same or nearby sailing dates of such lines, the same rate as the two Russian lines do, for his steamers.

He wished to know if our Company was also inclined to quote competing rates for the steamers which left on the same dates as those of the Russian Lines, and asked us to send a cable regarding this matter. The Hamburg Line has received instructions to make a competitive rate for their regular steamer leaving on April 11th, on account of the sailing of s/s "Volturno" of the N. Y. and Continental Line. The Red 5589 Star Line, was without instructions whatever, and we in consequence cabled you last night, "SNIPPERBAK ROEPVOGEL VERZAKING MEET COMPETITION RONDSTUNEN RONDVOREN SAME OR NEARBY SAILING DATES ROERLOOS VERZAKING MEET RATES VOLTURNO NADRUKSEL SNIPVISCH."

We are pleased to note that at last steps are being taken to meet the Russian and New York and Continental Lines' competition. We do not think it necessary that all the Lines for all of their steamers re-

5590 *Petitioner's Exhibit 298*

duce their rates, and that it is sufficient for the present at least, for one or two of the Pool Lines meeting the rate on the same or nearby date of said Lines' sailings.

The arrangements as explained by Mr. Schwab will be as follows:

The rate on s/s "Estonia" April first to be met by s/s "Rhein" Ap. 2.

The rate on s/s Petersburg, April 8th, to be met by Ziethen Ap. 9.

The rate on s/s Volturno Ap. 11 to be met by Pre-
5591 toria Apr. 11th.

The rate on s/s Korea Apr. 15 to be met by Seidlitz April 16th.

The rate on s/s Kherson Apr. 22 to be met by Barbarosa April 23.

The rate on s/s Birrma Apr. 29 to be met by Luetzow Apr. 30th.

We enclose circulars of the Russian East Asiatic and the Russian Volunteer Fleet, indicating the sailings as given above. Please note that the Russian Volunteer Line, between April 22nd and June 3rd, has no sailing from New York. The Russian East Asiatic Co., apparently keeps up her regular schedule.

5592 Although our Company having better steamers, sailings on same dates, and same destinations, would make a more effective fight than the North German Lloyd against the two Russian Lines, we hope that the measures as taken will be sufficient. Already our plus eastbound with a nearly fortnightly service, thus far is increasing, and we would never suggest that our Line take a hand in this fight by reducing rates unless the Pool Lines compensate us amply.

Perhaps the suggestion may be considered by you that the Pool Lines (English lines included) through Mr. Peters, designate the competing eastbound

Petitioner's Exhibit 298

steamer. At the same time the reduction should not be announced too long beforehand, as the bulk of a steamer's eastbound business is booked within ten days prior to sailing, and an announcement of a low rate may cause a steamer to be overbooked at a moment when its effect should be most needed. 5593

Respectfully,
HOLLAND-AMERICA LINE,
V. D.,
Act. Gen'l. Agent.

P. S. We just received your cable of today "UREMICO NACHTWERK ROEPVOGEL ROERLOOS REDUCED BY MUTUAL AGREEMENT BECAUSE WAPENHELD WASHLYST WE SHALL NOT FOLLOW AT PRESENT." 5594

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5596 **Petitioner's Exhibit 299.**

Vds

No. 1320.

Apr. 3, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We herewith beg to confirm our yesterday's cable reading "ROBYNZUUR DISCONTINUED ON ACCOUNT UNACCEPTABLE EASTBOUND
5597 RATE PROPOSITION ITALIAN LINES."

After a series of unsuccessful attempts, extending over several meetings, to agree on a schedule of Mediterranean E. B. rates, the Mediterranean Conference, during its yesterday's meeting came to an abrupt ending, following a proposal from the "Italian Lines" (Navigazione Generale Italiana, La Veloce, and L'Italia) represented by Hartfield Solari & Co. This proposition in substance proposed a reduction for the above named "Italian Lines" and at the same time an advance in the eastbound rates of nearly all the other Mediterranean Lines, with the ultimatum that in case of non-acceptance, the aforesaid "Italian
5598 Lines" would withdraw from the Conference.

Inasmuch as the proposition was not acceptable to the majority of the Mediterranean Lines, the result was the dissolution of the Mediterranean Conference, which was immediately followed by the Italian Lines announcing an eastbound 3rd class rate of $12.00, the Austro-Americana similarly reducing their rate, while the North German Lloyd reduced to $15.00.

The probability now arises that some agents will make use of the low Italian eastbound rate, and will try to book continental passengers at this low rate by way of Milan. However, in order to check any

Petitioner's Exhibit 299

attempt in this direction, the Continental Lines have at once issued a circular, cautioning agents that it will be a violation of Conference instructions to book 3rd class passengers destined to continental points by way of Genoa or Naples, and that only *bona fide* Italian or Oriental passengers may be booked to or via Italian ports. 5599

We beg to enclose copy of this circular (issue of May, 1905) herewith.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
General Agent 5600

P. S. Upon due consideration of all the Lines, the above circular will not be reissued, but its provisions will be strongly enforced.

Copy of the minutes of the last meeting of the Mediterraneon Conference will also be found enclosed.

5601

5602 **Petitioner's Exhibit 300.**

Vds. 1326.

April 14, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to confirm our today's cable "SNIPPERBAK PRETORIA 400 OVERBOOKED WILL FORWARD SAME REQUEST ROERLOOS DOORNAPPEL AT REDUCED RATES VADEROOG ARRANGING COMPENSATION."

5603 With reference to the above, we beg to advise that S/S "Pretoria" of the Hamburg-American Line at the time of sailing today, appeared to have about 400 passengers in excess of her carrying capacity. These passengers were booked at the reduced rate of $23.00, and it was proposed to us by the Hamburg Line that we take these passengers on our S/S "Noordam," sailing tomorrow, the Compensation price to be fixed by the Pool Lines on your side.

In view of your favor #1016 of the 25th ult., and there being no time to first cable you for instructions, we thought it best to accept the Hamburg Line's proposition, and forward these passengers per our S/S "Noordam" tomorrow.

5604 By so doing, eventual additional expenses of board and lodging, would be saved to the Pool Lines, and as under the circumstances, we are undoubtedly entitled to compensation, we trust that you will have no difficulty in arranging for same in a satisfactory manner with the Pool Lines.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
General Agent.

Petitioner's Exhibit 300

5605

Hapag absolutely refused to pay us our regular rate and said they would otherwise hold them over indefinitely until a steamer with the (not clear in copy-book), would sail pretending it were "pool passengers" for which the (not clear in copy-book), would share the expenses.

5606

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5608 **Petitioner's Exhibit 301.**

Vds. 1339.

April 27, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to acknowledge receipt of your cable of the 25th inst., reading "DAAGJIES (HET NAVOLGEND BERICHT BETREET S/S AMSTERDAM APRIL) CONSIDERING RAVEBEK (VERLAAG DEN 3RD KLARSE PRYS MET) ZABUCALE (ELEVEN DOLLARS) AGAINST AVOCA
5609 BIRMA (KOREA?) PROVIDED POOL COMPENSATES US EXCEPT DECISION TOMORROW KEEP TELEGRAMS ADVISING AGENTS IN READINESS."

Since up to the present time, we have failed to receive your decisive instructions in regard to above contemplated reduction, we must assume that the pool Lines have been unable to agree on an adequate compensation figure, which we greatly regret.

We cabled you tonight "KOREA WILL SAIL NABUUR AVOCA PROBABLY SAME DAY." S/S "Avoca" did not arrive here until last Saturday night, and is not expected to be ready to leave from
5610 here again until Saturday next May 2nd.

With reference to your favor #1027 of April 6th, we beg to advise that upon inspecting the passenger manifest of S/S "Avoca" it appears that only 4 steerage and no second class passengers arrived here on this steamer, the name of Jean Luca not being among them. We presume that this passenger must have been landed in Halifax, and are still making efforts to ascertain the exact particulars.

Yours respectfully,
HOLLAND-AMERICA LINE.
A. G.,
General Agent.

Vdst.

The Steamer stopped at Halifax for considerable time to effect repairs in the engine room.

Petitioner's Exhibit 302. 5611

Vds. 1340.

April 28, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

Pursuant to our cable and letter of yesterday, informing you that S/S "Avoca" will probably sail on May 2nd, we now beg to advise that the sailing of this steamer has been further postponed until Tuesday, May 5th, in consequence of which we cabled you today "AVOCA SAILING POSTPONED TILL NAGEDEUND (May 5th) ELFVOUD (Het navol- 5612
gende bericht betreft Ryndam mei) Vakgenoot (Wy geven u in overweging voor to stellen) COMPETITIVE RATE."

In view of next week's sailing schedule, viz:

"Kaiser Wilhelm der Grosse" May 5th, $37.00;
"Ryndam," May 6th;
"Kurfurst," May 7th, $31.00,

it would seem that our s/s "Ryndam" could offer an effective competition as against S/S "Avoca" ($23) in case a competitive outward 3rd class rate were allowed. We therefore cabled you as above, and sincerely hope that you will be able to make the necessary 5613
arrangements as regards compensation.

We are just in receipt of your cablegram "URETERES NAGELEDEN REDUCTION DAAGJIES AGAINST AVOCA BIRMA VALKACHTIG" from which we regret to note that the contemplated reduction and the corresponding compensation for S/S "New Amsterdam" April 29th, has not been agreed upon. We further beg to advise that S/S "Birma" aforementioned which is being built for the Russian East Asiatic S. S. Co., is not expected to be ready for service for some time.

Yours respectfully,
HOLLAND-AMERICA LINE,
A. G.,
Gen'l. Agent.

Vdst.

5614 **Petitioner's Exhibit 303.**

Vds.

No. 1344.

May 8, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to confirm our yesterday's cable, reading "URICO (Het navolgende betreft ons Schryven) 1334 (North Atlantic Conference) ROEIERAB ADOPTED RULE DISQUALIFYING AGENTS
5615 BOOKING CONTINENTAL PASSENGERS FOR ZOLKOETS (de Italiaanoche lynen).

On the 6th inst., a cable was received here by the Secretary of the Conference, from Mr. Peters, inquiring whether the North Atlantic Conference had the same rule as the Continental Conference, disqualifying agents who booked Continental passengers for Italian Lines. Up to that time, the North Atlantic Conference Lines had not joined the Continental Lines in this respect, and although they had been informally approached in the matter, nothing definite had as yet been accomplished.

Upon receipt of Mr. Peter's cable, however, nego-
5616 tiations were at once begun, with the result that both the British and Canadian Lines have now agreed as above, and we thought it advisable to inform you of this by cable. Circulars as issued by the Continental Conference Lines on April 20th, will now also be issued by the North Atlantic Lines within a short time, and co-operation is assured. The result of this co-operation will undoubtedly be most gratifying, in that it will help considerably in holding agents in control, and more effectively check their activity in booking Continentals for Italian Lines. According to

Petitioner's Exhibit 303

5617

estimates here, the Italian Lines have been carrying from 1000 to 1500 Continentals a week during the last month, but we sincerely hope that the firm stand now taken jointly by the North Atlantic and Continental Lines, will help to greatly reduce these numbers, in the future.

Yours respectfully,
HOLLAND-AMERICA LINE,
A. G.,
General Agent.

Vdst.

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5620 **Petitioner's Exhibit 304.**

N

No. 1352. May 28, 1908.

Holland-America Line,
Rotterdam.

Gentlemen:

On May 25th, the following cables were received from Mr. Peters in London.

1. "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present con-
5621 ditions, it is highly essential that the Conference regulations should be strictly enforced against agents and request New York Conference act accordingly, and in case of doubt refer same to arbitration."

2. "Meeting resolved opposition steamers to be put on berth against steamers Russian Volunteer, East Asiatic, N. Y. Continental, for east Asiatic (this word undoubtedly means *eastbound*) business at the same or lower rate than these outsiders. Further extent of measure subject to unanimous decision of Atlantic Conference. Opposition steamer is appointed by vote by majority of members of North Atlantic and Continental Conferences in New York. Canpac to be con-
5622 sidered to enable them to vote. Chairman shall have a casting vote in the event of votes being divided equally. In their decision members shall be guided by considering which steamer is best suitable for being most efficiently opposed. Regarding date of sailing, preference by steeragers capacity. Terms being merely equal, steamers sailing direct for continent of such party that is short or most short shall be appointed. If a British steamer is selected, it must be subject to consent of Line concerned. New York conference to be at Liberty appoint small committee to carry out this clause. If for such opposition steamer, more pas-

sengers are booked than she can carry, excess to be transferred to other suitable conference steamer. Further by letter."

Immediately upon receipt of the second cable, a meeting was held by the general managers and passenger agents of the different lines, and the last cable was taken up first. As this cable is very explicit, only little discussion took place, the main point being to appoint a small committee for the selection of the competitive steamers. This committee consists for the present of three members: Mr. Winter of the North German Lloyd, Mr. Farley of the I. M. M. Co. and 5624
our Mr. Nyland. The passenger managers will serve in rotation.

Subsequently, the first cable was taken up and the apparently interminable question of Zotti's disqualification laid before the Lines. As was expected, the Cunard Line objected to the disqualification, although the reason as stated in our previous letter #1351 of May 22nd, did not hold good any more, since a competitive rate has been made to agents against the sailings of the outside lines. The Cunard Line now claims that on Feb. 17th, they had withdrawn from Conference, as far as the regulations are concerned, relative to sub-agents, and notwithstanding a very strong 5625
discussion took place, in which all the other members participated, no headway could be made, the Cunard Line maintaining their position, not wishing to be convinced in any way. It was agreed that a cable be sent to Mr. Peters, making him acquainted with the situation. We as a result, cabled you on the same evening as follows: "ROOKENBONT OBJECTS CARRYING OUT CONFERENCE RULES GOVERNING AGENTS CLAIMING NOT BEING PARTY TO SAME BY THEIR WITHDRAWAL LETTER NABALAFFEN. PETERS FULLY CABLED," which we hereby beg to confirm.

5626 *Petitioner's Exhibit 304*

After the meeting was over, the small committee appointed under the first cable referred to, met and submitted a report, as per enclosed copy, which has been accepted by the Lines.

In consequence, we have at once notified all our agents that for the sailing of S/S "New Amsterdam" June 3rd, a $24.00 third class outward rate will be effective, and although the time is rather short, we expect considerable business for said departure.

We in consequence, cabled to you this morning, "SNYVELD PETERS CABLE NAGEMEND FANATIEK SELECTED RADYSZAAD ZAFANDO
5627 AGAINST PETERSBURG," which we hereby beg to confirm.

Respectfully,
HOLLAND-AMERICA LINE,
A. G.,
General Agent.

5628

Petitioner's Exhibit 305.

5629

No. 264
Dict. R. Private.

Feb. 10.1899.

Holland-America Line,
Rotterdam.

Gentlemen:

Your letter Private ₰153 of Jan. 25th had our best attention.

The statistics tell us that in 1897 our total number of prepaid bookings was

4892 of which

5630

4154 (or 85.7%) were of Russian and Austro Hungarian, origin.

In 1898 the total number was

7372, of which

6376 (or 86.5%) were of Russian and Austro Hungarian origin.

We may say with a great deal of positiveness that if a reduced price is accepted applying to over 85% of a certain business, that this price will practically be the basis on which the entire business is transacted, and a price either higher or lower, covering only 15% of the business will have very little effect on the business as a whole.

5631

In other words if we should adopt for our Austro Hungarian business the same high rate quoted at present at for Russians, this rate would regulate our proposition in the Pool, and though the passengers who arrived in New York may appreciate the fact that no expense for lodging and board were to be paid in Rotterdam, which fact as we know from agents is actually appreciated, this fact at the same time will be and is overlooked by the purchaser when buying the ticket.

5632 *Petitioner's Exhibit 305*

And when a certain price regulates the business, we may expect that after a lapse of time, we will not consider any more what expenses are to be paid out of the money received, but that we will fix our prices just as our interests warrant it. As an example we might say that in case the War Tax on Eastbound tickets was abolished, it is very likely that the present steerage rate of $27.00 would be continued, and the same might be said if the head tax on Westbound Passengers was done away with.

The consequence of all this would be that prepaid
5633 passengers were furnished free board and lodging in Rotterdam.

Another reason why we do not feel like endorsing your proposition, is that we consider the Jewish-Russian element a very undesirable one; if ever we have trouble with passengers it is with Russian Jews and therefore a kind of discriminating rate for these people seems quite appropriate and suiting the purpose. The same cannot be said of the Galician and Hungarian Jew, with whom very little friction is encountered, and against whom besides his habit of not paying his hotel bill in Rotterdam, little can be said.

For the above reasons we would recommend to
5634 continue our system of a special Russian price, but not to adopt it for our Austro-Hungarian trade.

Try to collect from those people the hotel charges in Leipsig and Rotterdam, as far as possible and if they are unable to pay, we would advise to keep their baggage, send it by the following steamer as "Luggage left behind" and we will do our best to cash the unpaid bills.

Respectfully,

Petitioner's Exhibit 306.

5635

Dict. R.
No. 285

March 31, 1899.

Holland-America Line.
Rotterdam.

Gentlemen:

Paragraph 4 of the Agreement of February 24th for Eastbound steerage business, entered upon with Hapag and French Line, has been the subject of discussion here, the result of which has been that the French Line has given us a differential of $3.00 to 5636
Marseilles, special Italian points and the Orient and to Red Star $2.00 differential to Italian points and $3.00 to Marseilles and the Orient.

The French Line's rates to Italian points have been based on the direct N. G. Lloyds rate plus $1.00, according to an agreement between those two lines. The Orient rates of the French Line are based on the price to Marseilles. Same rates have been adopted for Genoa and Marseilles, following Fabre Line.

The French Line receiving a commission of $2.00 from the Massageries Maritimes, wished to give $1.00 to its agents here on Oriental business—in this we followed.

5637

To points in Alsace-Lorraine and Switzerland, we have taken our lowest (often Rhine boat) through rate; by quoting to the several points in France, to which the French Line gives prices, we have gone beyond the number of places of our European tariff, as many of them are not mentioned therein. As we are to propose a new tariff to you very shortly, we have not hesitated to quote prices, as stated above.

The Italian rates of the direct lines having been brought back to an adequate basis, we may hope to re-enter the field of Eastbound North-Italian business.

5638 *Petitioner's Exhibit 306*

If this proves to be correct it might help us along in the Eastbound Pool, as with the Hamburg Express and Lloyds Barbarossa steamers taking up their respective services in the near future, we might have some difficulty to secure our share, unless, the other lines assume the old differentials.

We beg to acknowledge the receipt of your cable of the 30th inst. reading as follows:

"AGREED WITH ALL CONTINENTAL AND MEDITERRANEAN LINES ADMIT NAVIGASIONE PRINCE LINE MEDITERRANEAN CONFRENCE REINSTATING THEIR DIS-

5639 QUALIFIED AGENTS."

Respectfully,

Initials undecipherable.

5640

Petitioner's Exhibit 307.

5641

No. 284
Dict. R. Private.

March 31, 1899.

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to confirm the receipt of your favor, private #169, and have gone over the entire field again. We find that in principal, no material changes, in our opinion, have occurred since our letter No. 191 of May 27th, 1898, on this subject.

5642

The first class differentials as agreed upon last year, were entirely satisfactory to us, as far as the Continental Lines were concerned. The only changes, which in our mind would be advisable and according to the facts seem justifiable are a $5.00 higher rate both Summer and Winter for the Atlantic Transport, bringing them to $70.00 Summer and $55.00 in Winter and for S. S. "CANADA," "NEW ENGLAND" and "CYMRIC" equal rates with "ROTTERDAM," and "STATENDAM" both Winter and Summer. The "Winter Rate" of "BRITANNIC" and "GERMANIC" should furthermore be raised $5.00.

5643

Our second class rates (so-called saloon) have given satisfaction; we might suggest, however, to ask for a $2.50 differential against the Cunard, Boston Price for the same class of steamers and accommodations, which will protect our Boston business.

With regard to our second class on steamers "ROTTERDAM" and "STATENDAM," we have to propose another policy; 1898 has shown that,

Westbound s/s "Rotterdam" on 10 trips carried 575 passengers.

Westbound s/s "Statendam" on 4 trips carried 286 passengers.

5644 *Petitioner's Exhibit 307*

Westbound s/s "Pennsylvania" on 7 trips carried 548 passengers.

Westbound s/s "Pretoria" on 8 trips carried 570 passengers.

Westbound s/s "Bremen" on 6 trips carried 449 passengers.

Westbound s/s "F. der Grosse" on 5 trips carried 360 passengers.

Westbound s/s "Friesland" on 9 trips carried 441 passengers.

Westbound s/s "Westernland" on 10 trips carried 583 passengers.

5645 And Eastbound s/s "Rotterdam" on 10 trips carried 352 passengers.

Eastbound s/s "Statendam" on 4 trips carried 62 passengers.

Eastbound s/s "Pennsylvania" on 7 trips carried 512 passengers.

Eastbound s/s "Pretoria" on 8 trips carried 539 passengers.

Eastbound s/s "Bremen" on 6 trips carried 401 passengers.

Eastbound s/s "F. der Grosse" on 5 trips carried 384 passengers.

Eastbound s/s "Friesland" on 9 trips carried 439

5646 passengers.

Eastbound s/s "Westernland" on 10 trips carried 472 passengers.

From these figures we may conclude that the differential of $2.50 enjoyed against the Hapag's. "Pennsylvania" and Lloyd's "Barbarossa" class is not sufficient to protect our German second cabin business and it is also proven that the differential of $2.50 for S. S. "Friesland" and $5.00 for "Noordland" and "Westernland" allowed to Red Star, is too much (especially Eastbound.)

The agent's question we still consider pretty much in the same light as before. Essential, before everything else is, that if we have to make provisions on this point, that the French Line should join for both first and second cabin business. We would prefer no restrictions at all with regard to cabin agents; on the contrary, in our opinion it would seem advisable to strengthen our position on this point by trying to interest the slow British Lines in our views on this subject, taking as an example the way in which they carried through their wishes on the question of reduction on round trips. 5647

In the grade of desirability of the different city agents, we have not to report any changes since our letter #191 of May 27th, 1898, which you may take as a guide in case developments in an eventual debate should warrant making restrictions some way or another. 5648

You ask our reply on the question, whether we prefer no agreement with agents, to an agreement without agents, and we do not hesitate to say that where a proper basis of rates has been found every agreement will be welcome to us.

We want to impress on your mind that with us, rates are the chief thing and that the other questions, although of quite some importance must be considered details, as compared with prices. 5649

The 5% reduction on our combined outward and return trip, we should like to see changed into a rebate of 10% on the return portion. It facilitates our administration and control and besides is more logical.

The fixing of seasons is a question which, especially next year, deserves a great deal of attention; the most reasonable way of fixing our rates, should be to take the highest Eastbound "Summer Rate" as a basis, for instance for "ROTTERDAM" and "STATENDAM" $75.00 minimum, from June 1st to August 1st

5650 *Petitioner's Exhibit 307*

Now in order to prevent (as far as possible) during those weeks a rush, which we would not be able to accommodate, the lines should hold out some inducements to the traveling public for going earlier, which inducement of course, should consist of a somewhat lower rate. We would therefore propose to adopt for next year, our present system of three seasons and by doing so divide the traffic as much as possible over a longer period.

According to this idea the Eastbound season might, for instance, be from Jan. 1st to April 1st, from April 1st to June 1st and from June 1st till August 1st.

5651 We note what you say concerning agreements in general. A Pool might be difficult to establish; perhaps an agreement, however without a clause providing for fourteen days' notice, but instead thereof made for a year, might possibly be reached.

Respectfully,

HOLLAND-AMERICA LINE.

5652

Petitioner's Exhibit 308.

5653

Dict. R. Private.

No. 318 Oct. 3rd, 1899.

Holland-America Line,
Rotterdam.

Gentlemen:

Contents of your private letter #198, were noted with a great deal of interest.

On receipt of your cable of Sept. 22nd, we had the necessary circulars printed and sent to our agents, with the result that Galician prepaids, including board and lodging expenses, are now coming in. We hope 5654
that the step taken will prove effective in every respect.

With regard to your remarks concerning Eastbound traffic in general and our position in the Pool, covering that particular part of the traffic, we feel uncertain as to whether our observations on this subject have been understood by you in the way we intended you should comprehend them. It has always been our most decided opinion that our acceptance of the, to some extent, onerous conditions under which we were forced to renew the Eastbound arrangements, was the wisest thing we could do at that time. However, we should not like to indorse your views with 5655
regard to the future. We do not want to advocate the principle of "Peace at any price" and to say that measures taken merely to protect our interests "may tend to disrupt harmony," as for instance, an equitable reduction (equitable in comparison with the constant reduction made by our competitors) in our European inland tariff, is, we think, showing ourselves too much inclined to follow the wishes of others.

On different occasions, we have already stated that reduction of inland rates in itself is not our object, but only the way to reach it.

5656 *Petitioner's Exhibit 308*

In case Red Star were willing to put up the inland rates, we certainly would not object to do likewise.

And to say that our share in the Eastbound Pool is too large means overlooking the fact that in former years we have constantly enjoyed a differential rate and that as a consequence thereof, our percentage of the total businses showed to be more than 16%. It has never been said that in a Pooling arrangement, differentials should cease to exist; we have always had them and we still need them in order to carry the share allotted to us. And if under certain circumstances we have agreed in the general interest of all concerned
5657 to temporarily waive our claim on a differential the unavoidable result of such a measure should not be explained to our detriment. We are most decidedly of the opinion that with the proper differentials we ought to be able to carry our share of the business.

Today Lloyd (Balto. service) advanced its Eastbound steerage rate to $30.00; this advance will have its good effect in checking Continental business going via English ports.

Respectfully,
HOLLAND-AMERICA LINE,
A. N.,
Asst Gen'l Agent.

5658

Petitioner's Exhibit 309.

5659

Dict. N. Private.

No. 329 Nov. 3rd, 1899.

Holland-America Line,
Rotterdam.

Gentlemen:

We wish to call your attention to the stand which we have taken with regard to the disqualification by the North Atlantic Passenger Conference, of Capt. R. M. Melville at Toronto, Ont., the General Cabin Agent of our Line for the Province Ontario.

Minute 1106 adopted at the Meeting of October 5660
14th, 1897, provides that any agent or sub-agent disqualified by one Conference for violation of a rule common to all three Conferences, shall be disqualified by the others.

Capt. Melville was disqualified on June 1st of this year for an alleged cutting of rates, by the N. A. P. C., and similar action was requested from the other Conferences. We did not wish to miss Capt. Melville's services as agent and not being able to withdraw from Minute 1106, we consented to the disqualification, but for steerage business only. (Minute 1234 adopted Jan. 26th, 1899, providing that all rules and regulations of Conference be applied also to first and second 5661
cabin business, having in the meantime been rescinded by Minute 1237 adopted March 30th, 1899.)

Mr. Melville is the General Agent of the Atlantic Transport Line for Canada and at the same time our General Agent for cabin business for the Province of Ontario.

It is with great regret and spite that the Canadian Lines saw business go from this territory via New York and in order to punish Mr. Melville, they finally succeeded in making a case against him, which, however, was only proved by circumstantial evidence, and

5662 which was as strongly contradicted by Mr. Melville as it was brought forward by the complaining Lines. We considered it to be a patched up case, but no matter if it is true or not, the N. A. P. C. found him guilty and disqualified him.

As Mr. Melville has done a very satisfactory business for us and it would be a very difficult matter to replace him, we were not agreeable to a disqualification for all classes of business, although Hapag used all possible efforts to induce us to join the action of the other Lines.

5663 This opposition of Hapag against Mr. Melville is explained by the following:

Capt. Melville was Hapag's agent for several years and gave that Company quite some steerage business, first for the Hansa Line and afterwards for the Regular and Union Line steamers.

A lawsuit against Hapag, by one of his passengers on account of the loss of some baggage, resulted in a sharp controversy between Mr. Melville and Hapag. In this suit Mr. Melville sided more with the passenger than with the Company, which finally brought about the withdrawal of his agency.

The steerage business controlled by him is now largely given to us.

5664 Mr. Boas represented to us that our non-co-operation in this matter would perhaps endanger a possible Cabin Agreement between the English and Continental Lines. We do not share this opinion at all, which we believe is inspired by personal sentiment against Mr. Melville.

Moreover the Canadian Lines have always been very reluctant to join in any action which the Continental Lines proposed and so far we do not see any necessity for going further than what the Conference agreements compel us to do.

Petitioner's Exhibit 309

5665

In case it would be desirable, for the sake of harmony, to give up Melville as agent, we naturally will give in, but as stated before it would be a very difficult matter to find a suitable substitute.

As there is a possibility that the above matter may be brought up on your side, we wish to make you acquainted with the facts of the case.

Respectfully,

T. W. M.

Memo:—Mr. Boas stated his intention of referring the matter to his Company in Hamburg to be taken up with you direct.

5666

Our standpoint is, that inasmuch as Conference controls steerage business exclusively, a disqualification, according to Conference rules, should, or rather does merely apply to that particular business.

Therefore our position in upholding Melville as cabin agent is entirely unattachable, which even Mr. Boas is obliged to acknowledge.

Another argument brought forward by Mr. Boas was that Melville not being a Conference agent any longer, will be forced to book all his steerage business via the Beaver Line, and by doing so become a very undesirable element. (This argument of Mr. Boas' may perhaps be of particular use to you.)

5667

This shows how very unfortunate it was to disqualify Melville. Melville from January 1st, until the present date has given us $6,000 worth of business, part of which was steerage prepaid. It was the jealousy of the Canadian Lines, Allan and Dominion, who, for a long time strongly resented Melville's endeavors to draw as much business as possible by way of New York, which made them look for means that would annihilate him. As long as Melville's continental prepaid business went via our Line; it reverted entirely to the benefit of the

5668 *Petitioner's Exhibit 309*

Pool (whether this would have been the case as fully, if the Allan or Dominion Lines had obtained these Passengers, might still have been questionable but now that Meville is limited to the Beaver Line, the Pool is certain to lose all of this business). Yet we know that the very reason why the Beaver Line systematically refuses to enter the N. A. P. C. is the hope to obtain a large proportion of the Continental traffic and the only way of obtaining this, is according to the Beaver Line's ideas, to remain freehanded.

In connection with this we may cite the curious fact
5669 that according to a letter from the Dominion Line to Mr. Sandford, copy of which you will find enclosed, the Canadian Lines seem not to have made up their minds as to the desirability of prohibiting their own Canadian agents from booking for a con-Conference Line (one of the standard rules of all conferences).

We repeat that the action taken against Melville has been a rash and unfortunate one, although we naturally are bound to make N. A. P. C's. action effective as far as his disqualifications for steerage business is concerned.

Dict. R. T. W. N.

5670

Petitioner's Exhibit 310.

5671

Dict. N. Private. 420

Nov. 20th, 1900.

Holland-America Line,
Rotterdam.

Gentlemen:

We have received your esteemed favor of November 6th, Private #148, also Minutes of Meeting held in Cologne and have persued the contents with much interest.

The rates in general as adopted for next year are very satisfactory all around and we feel confident 5672
that as far as our position in regard to the steerage rates is concerned we will obtain a good share of next year's business.

The second cabin rates, Eastbound and Westbound, are also again on a paying basis for all the lines but we mention again Red Star's second cabin minimum Eastbound rate for steamers "VADERLAND" and "ZEELAND," which we should have wished to see placed at the same level with the Barbarossa steamer rates, namely $44.00, instead of $42.00.

We acted upon your remarks regarding French & Red Star rates to Italy and the Orient, but both Lines declined to make any further changes in said rates. 5673
The French Lines did not wish to change their rate to Marseilles even, if it was only for said port, as they considered said rate sufficiently high, the Fabre Line quoting a $24.00 rate to said point. Besides as the business to Marseilles only is very light, they do not wish to issue a new circular only on that account. Red Star has advanced their Marseilles rate to $30.00 leaving the Genoa rate of $29.00 unchanged.

As our rate to Boulogne is $28.00, we adopted a $29.00 rate to both Marseilles and Genoa which although far from satisfactory taking into considera-

5674 *Petitioner's Exhibit 310*

tion the rate of $29.70 to Paris, is better than to leave it at $28.00 as heretofore. In consequence, we have today the same rate to Genoa as Red Star, although the differential of $1.00 to other Italian points has been maintained. On account of the $30.00 rate to Genoa by the N. G. Lloyd, Red Star did not want to advance this rate the same as Marseilles. As you will have seen already, our rate to Naples has now been adopted at $41.00.

About the advance made by the Messageries Maritimes, nothing was known by either French or Red Star Line; as soon as they receive this information,
5675 the matter will be taken up again.

We have noted with satisfaction that the compensation price for 1901 has been fixed at Mk. 100.00 Westbound and Mk. 80.00 Eastbound, which will undoubtedly influence the "plus" lines to advance their rates this coming year sooner than has been the case in the past.

Respectfully,
HOLLAND-AMERICA LINE,
T. W. M.,
N. Gen'l Agent.

5676

Petitioner's Exhibit 311.

5677

Dict. N. Private.

No. 538 Nov. 12th, 1901.

Holland-America Line,
Rotterdam.

Gentlemen:

Dominion Line.

We beg to enclose circular issued by the Mediterranean Conference, dated November 9th and showing the action taken against the Dominion Line at a recent meeting.

5678

Meantime this Line is obtaining an enormous advertisement out of this boycott throughout the country. Different rumors are in circulation as to possible action against the Conference for conspiracy. In some way or other the Dominion Line has obtained possession of a circular addressed by Mr. Lawson Sandford to the General Managers of the Mediterranean Lines and giving indication of a conspiracy; sooner or later in our opinion, very unpleasant consequences may follow.

In accordance with information received from you on the subject (Private #220, of Sept. 24th), we have abstained from voting on different matters pertaining to said line. Up to today none of the lines seem to have the information that Mr. Peters was instructed to notify the Dominion Line that the Continental Lines did not object to their direct service from the Mediterranean.

5679

You will see by enclosed circular that our name does not appear among the different signatures.

We will thank you for giving us your further views on this matter and remain,

Yours respectfully,
HOLLAND-AMERICA LINE,
T. W. M.,
Gen'l Agent.

5680 **Petitioner's Exhibit 312.**

Dict. N. Private.
No. 555.

Dec. 27th, 1901.

Holland-America Line,
Rotterdam,

Gentlemen:

Re Advertising for 1902.

In reply to your favor Private No. 241 in regard to advertising, we beg to say that we named the Chicago "Arbeiter-Zeitung" in our list, on account of the recommendation of our Chicago office. It has
5681 a very large circulation and is undoubtedly of strong socialistic tendencies although not anarchistic.

The advertising manager of this paper made a trip on our line this year and was greatly pleased with our service. The object of our advertising in said paper is only for the development of our German steerage business in Chicago; we would also be given occasional editorial notice of some value, if we do so. By control box of steamer "Statendam" we will forward to you a few copies of this paper for your perusal. For the present we will refrain from placing a contract and await your further views on the subject.

Although it may have been decided at the time by
5682 conference not to advertise in the "Arbeiter-Zeitung" the subsequent rules and regulations in regard to advertising have done away with this prohibition the lines now only being required to give notice to each of the other Members before placing an "Ad" in any non-English newspaper.

Last year's amount of $149.76 for advertising in the Kansas City Star, was due to an error of our Advertising Agents, who discovered same too late to rectify it and paid for same. We think the amount of $306.55 exceedingly high, although the Sunday edition of the paper is included, which was not the case last year. We will correspond with Mr. Bain.

Petitioner's Exhibit 312

St. Louis in regard to this proposed advertisement and may conclude to advertise not more than four times a week including Sunday, which would materially reduce the expense. 5683

In the Guide of the Hotel America the advertisement of all the lines appear; also in the "Deutsche in America" (calendar) for which reasons we think it advisable to renew our contract of this year.

In regard to the Tobacco Journal, we hope to be able to obtain some passengers through the medium of an "Ad" in this paper.

Although Mr. Laverge may take care of the interests of the Tobacco Trust, yet there will be a number of individual buyers of tobacco at the Public Inscriptions to be held in Amsterdam. 5684

We have renewed our advertisement in "De Potter's Guide," as Mr. De Potter will have a few tours over our Line in a desirable season and his parties as a rule consist of exceptionally high class people.

In regard to placing advertisements in exchange for passage, we note that you consider yourself not to be free West bound which, if the proposals regarding the Cabin Agreement are accepted, will also be extended to East bound business.

We do not quite understand this position, as the actual value of the passage applies to the payment of the advertisement and there is no question about a reduced rate or free passage, or any other courtesy. 5685

We should like to have your full views on this, as you know we have always been strongly in favor of placing contracts in exchange for passage, whenever the latter was taken out in the off season, especially in some cases of the medical papers and others, circulating among the professional class, which may do us a great deal of good.

Yours respectfully,
HOLLAND-AMERICA LINE.
F. W. M.,
Gen'l Agent.

5686 **Petitioner's Exhibit 313.**

Private No. 635. July 25, 1902.

N.

Holland-America Line,
Rotterdam, Holland.

Gentlemen:

In order to complete the full record of the pool meetings on your side we should wish to receive from you at your earliest convenience the minutes and resolutions passed at the meeting of Dec. 11, 1901, in Cologne. Minutes from 355 to and including 361
5687 with additions 1 and 2 first and second cabin agreement.

Yours respectfully,
N. HOLLAND-AMERICA LINE,
ED.,
Act. Gen'l Agent

5688

Petitioner's Exhibit 314.

5689

Dict. N.

Jan. 24, 1905.

No. 850

Holland-America Line,
Rotterdam.

Gentlemen:

We beg to enclose herewith memo. of the Railroad Committee, under date of Jan. 17th, recommending the adoption of a supplementary agreement with the Western Passenger Association and Southern Pacific Company, to the effect of placing Mr. Peter McDonnell on the same level as the Steamship Lines under certain conditions as named in said memo. 5690

As this recommendation is entirely at variance with the contents of a memo. sent out by the Railroad Committee under date of Jan. 10th (copy enclosed) and referring to a letter sent by said Committee to the Joint Routing Committee under date of Dec. 13th, 1904, we asked Mr. Boas the Chairman of the Railroad Committee, for information as to why he recommended the acceptance of a proposition to which previously, he was always strongly opposed.

Mr. Boas stated to us that the non-acceptance of this proposition would mean the breaking up of the Western Passenger Association. The Union Pacific Railroad had given definite notice that unless Mr. Peter McDonnell would be accepted as a party to the Railroad Agreement between the Western Traffic Association and the Steamship Lines, they would withdraw their membership from the Western Traffic Association, which would be followed promptly by two or three other members. When the question was asked if the Western Traffic Association did not fear a successor to Mr. Peter McDonnell who would continue 5691

5692 *Petitioner's Exhibit 314*

the fight against them along the same lines as Mr. McDonnell had followed so successfully, Mr. McLeod the chairman of the Western Passenger Association stated that this was an utter impossibility.

Mr. Boas thought that the non-acceptance and a subsequent break up of the Western Passenger Association would lead to utter demoralization as in addition to the various commissions which would in that event be paid by the Western Railroads to some Lines, the field of Mr. McDonnell's operations, which is clearly defined in the supplementary agreement, would
5693 undoubtedly be extended in Europe to territories which are beyond the control of the Steamship Lines.

We are opposed to demoralization and in consequence have indorsed the recommendation of the Railroad Committee. On the other hand we are afraid that although this supplementary agreement guarantees us certain privileges for the five following years that after the expiration of said period and as soon as the Western Passenger Association and Southern Pacific Company fully control the situation, they will withdraw all privileges from the Steamship Lines and take the same position which the Immigrant Clearing House to-day assumes toward the Steamship Lines.

5694 However five years is a long time and taking into consideration the various interests of the different members of the Western Passenger Association, which, in many cases lie in opposite directions it will be no easy matter to maintain said Association as a harmonious unit.

Yours respectfully,
HOLLAND-AMERICA LINE.
T. W. M.
Gen'l Agent.

Petitioner's Exhibits 315 to 333.

5695

Regulations and agreements of the various British lines, including the Cunard, relating to several kinds and classes of passenger business, marked for identification.

Petitioner's Exhibit 334.

Liverpool 7th March, 1908.

Per s. s. "Lusitania."

Special. 5696

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

General Pool.

We are in receipt of your favour of the 25th ulto., with reference to the above, for which we thank you.

You are correct in your assumption that our instructions in connection with the exclusion from your East-bound cable numbers of deported passengers applies equally to charity rate tickets, and we will leave you to be guided accordingly. 5697

We observe that it is your intention to adhere to the rates under Agreement L for the Channel Service, which is quite in order, as should it be required to alter your rates for pool adjustments, the necessary changes can be made in the rates for other business.

With reference to Mr. Ismay's letter from you dated 21st ulto., wherein mention is made of the agreements for British and Scandinavian business, we would inform you that owing to there still being one or two points open for discussion, the agreements are not as yet signed.

5698 *Petitioner's Exhibit 334*

We, however, enclose herewith proof copies of same as they now stand, from which you will observe that, so far as British business is concerned, all reference to Eastbound business has been deleted therefrom. This in view of the parties subscribing thereto being parties also to the General Pool and therefore at liberty to quote rates that are necessary for the adjustment of the pool allotments.

In connection with the Scandinavian and Finnish agreements, it was decided that the reference to Eastbound rates should be allowed to remain in order that
5699 a check might be kept on the rates of the Scandinavian American Line who are parties thereto.

The question of Second Class Scandinavian rates for the British Lines and the Scandinavian American Line has been brought up for consideration, but up to the time of writing nothing definite has been settled. The proposal before Conference is that gross rates be quoted off the various Scandinavian ports. No doubt, however, we will be in a position to write you further on this matter by next mail.

Yours faithfully,
For ISMAY, IMRIE & CO.
Initials undecipherable. ABC

5700

Petitioner's Exhibit 335.

5701

Liverpool 28th March, 1908.

Per s. s. "Lucania."

Third Class.

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

Your favor of the 13th instant to hand, contents noted.

(*J. Potts & Son.* The package containing list of 5702
hotels &c., has been duly received, for which thanks.)

Libau E. B. Rate. We have to advise that $5.35 does not at all cover the fare by direct steamer from either Hull or London, the through fares from Liverpool being £ 2.11.0 and £ 2.18.6 respectively. Moreover, in view of the uncertain departures of these steamers from London and Hull, we consider that you should confine bookings to Libau and Riga via Hamburg, the rates—according to European Railroad Tariff issued by the Hamburg American Line—fourth class, being $7.40 and $7.60 respectively.

* * * * * *

Russian East Asiatic Co. Referring to the remarks 5703
in your letter of the 13th instant to Southampton, we observe with interest that the agency of this Line is in the hands of Messrs. A. E. Johnson & Co., and we hope that joint action will be found possible on the part of all the Conference Lines to withdraw the representation from this firm so long as they act for the Russian Line. Please keep us posted as to any developments.

Prepaid Steerage figures. From your cable of the 23rd instant we note the figures for last week were 114 British, 42 Italians, 40 Scandinavians and 26 Contin-

5704 *Petitioner's Exhibit 335*

entals as against 220 British, 358 Italians, 118 Scandinavians and 61 Continentals for the corresponding period last year.

S. H. O.—3—1183, issued in favor of Mr. Ole Johnson from Seattle through to Christianssand, sent you with our letter of the 21st instant. You will observe that we show the rate from Seattle to New York as £16.7.0, but on referring to supplement No. 8 to General Tariff No. 50, we find there is a mixed class rate of £13.10.10. If you can arrange for the passenger to travel at the latter rate, will you please
5705 do so and advise us in due course. Our agent, Mr. H. Von Riegen, through whom the booking was made, has raised the question as to the high rate charged, and if any less rate is obtainable, please secure it in the passenger's favor.

s. s. "Baltic" arrived and landed her passengers at nine o'clock last evening, and the through booked passengers are all travelling to their respective destinations today.

Advice of forwarding orders (Westbound). Referring to your letter of 14th February last, we beg to advise issue of forwarding orders.

Yours faithfully,

For ISMAY, IMRIE & CO.

5706 ABC

Initials undecipherable.

Petitioner's Exhibit 336. 5707

Liverpool 14th March, 1908.

Per s. s. "Etruria."

Special.

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

Eastbound Pool.

We thank you for your cable intimation of the 13th instant advising that the Hamburg American Line have advanced their Eastbound rate for the 'Amerika' and 'Kaiserin Auguste Victoria' to $34, for which information we are obliged. 5708

In this connection you will have received our cable of the 12th inst., reading as follows:

"International Mercantile Marine Co., percentage "Eastbound Pool 25.83 exclusive Red Star; watch "position; cable when rate alterations appear desir- "able."

The above percentual share of the Eastbound traffic of the Lines party to the Eastbound pool is still subject to slight correction. The difference, however (if any) will only be in the decimals. 5709

As it is now only necessary to effect alterations in our rates according to our position shown in the pooling returns, there will be no need to follow the changes of the Continental Lines (as under clause 8 of the 1898 agreement) unless you consider it necessary to do so to keep within our allotted percentage.

We will therefore leave you to watch the position closely, and cable when rate alterations appear desirable.

Yours faithfully,
For ISMAY, IMRIE & CO.,
ABC
Initials undecipherable.

5710 **Petitioner's Exhibit 337.**

Special.

Liverpool, March 24th, 1908.

Per SS "Adriatic."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We have your special letters of the 14th inst., and have carefully noted your remarks respecting the East-bound Pool and free and charity rate tickets.

5711 With regard to the latter, while we are reporting the deported passengers to Mr. Sandford, we are not reporting the free and charity rate tickets. These we report to you under a separate heading. If it is your desire that same should be reported to Mr. Sandford, please advise us. We are not aware that any of the other Lines are doing so, but we presume all these matters will be taken up at the meeting of all the Lines, parties to the agreement, called for the 2nd prox.

Yours faithfully,
WHITE STAR LINE.
per

5712

Petitioner's Exhibit 338.

5713

Liverpool 24th March 1908.

Per s. s. "Oceanic."

Messrs. Lee & Franklin,
9, Broadway,
New York.

Dear Sirs,

Third Class Eastbound Pool.

Your favor of the 13th inst., received in reference to our cable of the 12th, and may say that while the Eastbound percentage for the I. M. M. Co. was given you as 25.83, exclusive of Red Star, this figure is subject to revision, but will remain approximately correct. 5714

We will write you further—probably by next mail —as to the division of this allotment amongst the I. M. M. Co's Lines, which will, however, be for our own private guidance only in the division of any payment made to us or compensation received from the Pool, as in the agreement the I. M. M. Co. appears with one percentage.

It is very difficult to lay down any hard and fast rule as to how far the numbers may be allowed to run, plus or minus, without altering rates to rectify the carryings, as a great deal would depend on the time of the year and the number travelling. For instance: at present with the large Eastbound movement, a difference of 1,000 would be very readily adjusted. At a time when travel was very slack such a difference would mount up gradually and not be so readily adjusted. In the former case it would not be necessary to take prompt action with regard to rates if there was a prospect of figures righting themselves as the season progressed, whereas in the second instance quoted in view of the difficulty of making up the deficit, or the re- 5715

5716 *Petitioner's Exhibit 338*

verse, as the case might be, it would be undesirable to let the difference run up to so large an extent.

We shall watch the pool carryings ourselves closely so that when it appears to either of us that some change is desirable, an interchange of views by cable can take place with a view to proper action being decided upon.

Yours faithfully,
For ISMAY, IMRIE & CO.,
ABC.

Initials undecipherable.

5717

5718

Petitioner's Exhibit 339.

5719

Liverpool, 26th March, 1908.

Per s. s. "Lucania."

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

You will no doubt have observed that according to Article 16 of the General Pool Contract, it is required that copies of circulars and advertising matter of a general interest relating to Third Class business should be mailed to the Conference Secretary. 5720

We shall therefore thank you to arrange for Secretary Peters, Jena, to be placed on your list of persons who receive such advertising matter, which you will, of course, send by the Company's steamer for posting on this side.

We would point out that the practice in vogue is to supply Secretary Peters with 30 copies of all such printed matter in order that he may send to the different Lines specimens thereof. This would also refer to circulars by the common officers dealing with rates or such other matters of general interest.

Yours faithfully, 5721
For ISMAY, IMRIE & CO.,

(Pencil notation)
(I think not.)
Initials undecipherable.

5722 **Petitioner's Exhibit 340.**

Liverpool 28th March, 1908.

Per s. s. "Lucania."

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

General Pool.

As it is our practice to furnish the Conference Sec-
5723 retary each week with the numbers of Third Class Westbound Prepaids sold in America, we shall thank you to in future cable these particulars in souls and not in adults as hitherto. This in order that our figures may be rendered in an uniform manner with those of other Lines, and, further, as the pool statistics are made up for periods ending 7th, 15th, 23rd, and last day of each month, as referred to in article 10 of the pool contract, it will now be necessary for the particulars in question to be cabled for these periods, and not for the calendar weeks as heretofore.

In this connection we observe from the statistics ending 15th March 1908, that the prepaids sold for the
5724 Cunard Line total no less than 706, as against our 493, a somewhat alarming disparity. Perhaps you will favour us with your views as to the reason of our unfavorable position.

Yours faithfully,
For ISMAY, IMRIE & CO.
A. B. C.
(Initials undecipherable.)

Petitioner's Exhibit 341. 5725

April 7, 1908.

Per SS "Oceanic"

Messrs. Ismay Imrie & Co.,
Liverpool,

Special.

Gentlemen:

We are in receipt of your special letters of the 26th and 28th ult.

Third Class Circulars Rate Sheets etc.) We note that it is your desire that 30 copies of circulars and advertising matter of general interest relating to the third Class business shall be forwarded to Secretary Peters 5726
in your care, for distribution among the different lines interested, which shall have our attention. The custom here is to furnish the Secretary of the New York Conference with copies of all circulars and rate sheets when issued for distribution among the Lines, and to enable the latter to provide their home offices with copies. It will be deplicating the work to supply Mr. Peters as well.

General Pool. We also note your instructions, that in future when cabling the figures of prepaids booked on this side, we are to give the souls and not adults, and that the reports are to be made up for periods ending 7th, 15th, 23rd and last day of each month, in 5727
accordance with Article 10, and not for calendar weeks heretofore.

Disparity in Numbers of Prepaids of White Star & Cunard Lines). The disparity in numbers is undoubtedly due to the publicity the Cunard Line has obtained in the newspapers here, and especially to the enormous amount of advertising the Cunard Line has done both in the press and illustrated posters, as well as every other available means. Expense seems to have been no object, particularly in the West.

Yours faithfully,
WHITE STAR LINE,
Per

5728 **Petitioner's Exhibit 342.**

Liverpool 4th April, 1908.

Per s. s. "Lusitania."

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

We are in receipt of your special letter of the 24th ulto., and note that the question of reporting the deported passengers to Mr. Sandford, *inter alia* arising
5729 out of the advent of the General Pool agreement, will be taken up at the meeting of all the Lines which we observe was fixed for the 2nd instant.

We shall be pleased to hear what transpired at this conference, and await your report thereon with interest.

Yours faithfully,
For ISMAY, IMRIE & CO.,
ABC.
Initials undecipherable.

5730

Petitioner's Exhibit 343.

5731

Liverpool 8th April, 1908.

Per s. s. "Adriatic."
Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

Continental Rates.

We confirm our cable this afternoon reading:

"Libau Riga rate advanced Marks 150, White Star, 5732
"American Dominion."

We presume you will understand from this that you are to quote the prepaid parity as mentioned in article 15 of the General Pool contract, viz., $36.50.

We propose in future to merely cable you any advance made in marks, leaving you to make the prepaid parity. For economical purposes, we will in future state only the code word indicating the number and, of course, the Continental port, *e. g.* "Libau emanarono" would mean that the Libau rate is now Marks 150. It seems to us superfluous to advise you in the cable whether an advance or reduction is to be made, so long as you are in possession of the actual cash 5733
rate that is being quoted.

If, of course, there is one rate to be used for the various ports the names of the ports to, which it is applicable will be given with the one code word for the rate.

Yours faithfully,
For ISMAY, IMRIE & CO.,
ABC.

Initials undecipherable.

5734 **Petitioner's Exhibit 344.**

Liverpool 8th April, 1908.

Per s. s. "Adriatic."

Third Class.

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

Your favor of the 27th ulto., to hand, contents noted.

5735 *Rubin Gross.* In connection with the deportation of this passenger, we returned to you on the 1st instant forms No. 597 certifying that the passenger has been safely delivered to his father.

Ivan Jelacio. This passenger was sent on to Havre, and our agents there, Messrs. Genestal & Son, transferred him to hospital pending communication being established with his relatives. Up to the present, however, they have been unsuccessful, and we have advised them that they had better arrange to send the man on to the Austrian frontier, and deliver him over to the authorities. We have not received any advice up to the time of writing that this has been car-
5736 ried out, but will write you further as soon as we have confirmation.

* * * * * *

J. A. Retief. We have perused the copy of letter from this gentleman and we reserve for himself and family D. J. Malan, at the £16.60—rate from Liverpool to Cape Town berths 1 & 2 in inside four berth room 120 per "Suevic" 4th June.

We note these passengers are sailing from Canada to Liverpool. It will, of course, be necessary for them to fill up declaration forms, as per enclosed, in order to comply with the Cape of Good Hope Immigration

5737

Laws which please send us along with advice of booking.

* * * * * *

Prepaid Steerage figures. Referring to your cable of the 4th inst., we note the figures for the past week were 124 British, 30 Italians, 37 Scandinavians and 24 Continentals as against 232 British, 116 Italians, 94 1/2 Scandinavians and 83 1/2 Continentals for the corresponding period last year.

Irish Prepaids. From report of our Irish traveller, Mr. Bowler, dated 4th instant, we note his remarks as follows:

5738

"*Athenry.* Mr. Mahon booked for us for the past "year 31 and for Cunards' 37.

"Our prepaids for the year were only 9 whereas the "Cunards' were 30. The district is both New York "and Boston.

"*Tuam.* Mr. Walsh booked for us during the past "year 112 and for Cunards' 88.

"Prepaids in this district for the year were White "Star 63, Cunards' 92."

S. H. O.—3—1190. Thomas Kirk, also enclosed. Our agent, W. Russell of Dundalk issued contract ticket A-5-6581 in error for Mr. Kirk's homeward passage. Please therefore substitute the enclosed regular homeward order therefor. 5739

Advance in Continental Westbound (Prepaid) Rates. Referring to cable sent you yesterday by Mr. Ismay, it seems an error was made in advising you, in his previous cable to advance the rates by $2.50. The cable should have stated ten marks leaving you to adopt for prepaid rates the equivalent as defined in article 15 of the General Pool Contract. For the White Star Line, prepaid rates, inclusive of head tax, off the various Continental ports are now as follows: Amsterdam, Antwerp, Hamburg, Harlingen, Havre,

5740 *Petitioner's Exhibit 311*

Cherbourg & Rotterdam $31.50. Bremen $34. Libau and Riga $34.00.

s. s. "Cedric" sails tomorrow, and will have, we expect, about 250 Third Class, including about 20 Scandinavians and Finns.

* * * * * *

Emigrant rate to San Jose, California. We attach herewith letter of enquiry from a Mrs. Longhorn, asking us to quote the emigrant fare through from Liverpool to San Jose, California.

Please reply on our behalf to this communication,
5741 advising us the rate you have quoted to this point.

We have also received your letter of the 31st ulto., per s. s. "Mauretania," and the several items contained therein will be replied to by next mail.

Yours faithfully,
For ISMAY, IMRIE & CO.

Initials undecipherable.

P. S.

8th April 1908.

A. E. Johnson & Co. We attach herewith, for your information, copy of circular letter dated 7th instant,
5742 issued by the Conference Secretary here from which you will notice the terms of the cable agreed to be sent Secretary Sandford, New York as to the action of these agents in representing East Asiatic Line and advertising the reduced rates for Italia, Lloyd Sabaudo, Triests, Fiume, Basle and other points $23 to $28 with commission of $3. We shall be glad to hear from you as to the action taken by the Conference in New York.

For ISMAY, IMRIE & CO.

Initials undecipherable.

Petitioner's Exhibit 345.

5743

April 3, 1908.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of 25th ult., per SS "Oceanic."

Continental W. B. Business from Riga. As soon as we receive the information from you as to the ability of the Northern Steamship Co. to arrange for passports, etc., we will issue special circular for distribution among our agents doing a Russian prepaid business.

5744

Trans-Atlantic Movement. We shall be glad to forward you copies of the revised edition when completed.

Hamburg-American Line. We note that hereafter there is no necessity for our advising you by cable of the changes made by the Continental Lines in the Third Class rates, unless we find we are considerably in excess or below our quota under the percentage of the pool allotment, which has our attention.

New Hamburg Line. You will note from rate sheets attached of the N. G. L., Hamburg and French Lines that they have reduced their rates to meet the competition of the sailings of the new Line.

5745

Quarterly Statistic. We enclose herewith statement prepared by Conference, dated Jan. 25th, showing the E. B. and W. B. carryings of the Mediterranean Lines for the last quarter of 1907. This is the only form in which these statistics are now printed, with the exception of the yearly report.

List of Agents. We shall be glad to receive the two lists of agents on your side which you propose to send us.

* * * * * *

E. B. Scandinavian Passengers. We have carefully read Messrs. Elster and Dahls' letters, and are

pleased to note that they are meeting all arrivals by this line. We are sorry, however, to note from Mr. Elster's letter that so many of the passengers landing at Christiania have complaints to make against their treatment on the steamers. It does seem very difficult to satisfy the Scandinavians.

* * * * * *

Reduced Eastbound Continental Rates. The following steamers will sail next week with reduced Third Class rates to meet the competition of the new Hamburg Line steamer "Volturno" advertised to sail on the 11th inst. with a $23 rate to Hamburg, and to
5747 points beyond at proportionate reductions.

"Barbarossa" to Bremen, April 9th,	$24.00.
"Pretoria" to Hamburg, April 11th,	23.00.
"Hudson" to Harve, April 11th,	23.00.

The Italian Lines have also put in force very low rates to the Mediterranean ports, one of them as low as $12.00 and another $15.00. These rates will undoubtedly seriously effect our Continental business to Southern Europe, Italian and Oriental points.

Anton J. Hanover. The enclosed forwarding order, No. 6902, Liverpool to Laurvig, was found on the wharf after the sailing of the SS "Celtic," April 2nd. Passenger has no doubt made claim on you for
5748 transportation upon arrival at Liverpool.

SS "Celtic" sailed on Thursday with 78 First, 75 Second and 737 Third.

Class passengers. The latter numbers were made up as follows:

English	98
Irish	74
Scandinavian	68
Finnish	24
Continental	429
Basle & Harve	43
Italian	1
Total	737

Petitioner's Exhibit 345 5749

including 5 deported passengers, making 733 net to be reported to the pool.

Among the deported passengers were two Syrians who came out on the "Majestic," one of them having become insane. We presume you will return these via Southampton and Harve, and that it will be necessary for you to issue one our tickets, of which you have a supply on hand, in order to obtain the benefit of the reduced fares on the French Line. Supplement No. 8 to Joint Tariff No. 13. Copy enclosed.

Will Murray & Party. We duly received your cable of 1st Inst. reading:

5750

"April 2nd, give passage to Liverpool, Third Class, including Third Class London fare, Will Murray and party, 10 adults, also 2 1/2 adults Second Class to Liverpool."

Of this party only 2 1/2 Second Class passengers sailed per SS "Celtic" and 4 Third Class. The others did not show up. They had a great deal of excess baggage, and our Baggage Master being unable to collect on same before the sailing of the steamer gave Purser Brewer a memorandum to collect $30.00 basing his calculation on the size of the party. As only 6 1/2 fares sailed instead of 12 1/2, there is of course, more than $30.00 due us. We have, therefore, cabled 5751
you today as follows:

"Referring to your cable of 1st, we have given Murray Second Class for 2 1/2 adults, 4 adults only Third Class. Have 550 feet excess, collect charges."

Yours faithfully,

WHITE STAR LINE.

per

ENCL.

5752 **Petitioner's Exhibit 346.**

Liverpool, 15th April, 1908.

Per SS "Majestic."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

Your favor of the 3rd instant to hand, contents
5753 noted.

Quarterly Statistics. Thanks for copy of the statement prepared by Conference, dated Jan. 25th, showing East and Westbound carryings of the Mediterranean Lines for the last quarter of 1907, and note that this is the only form in which these statistics are now printed, with the exception of the yearly report.

* * * * * *

Continental Baggage. We hope subsequently to learn that the recommendation to check Continental, Italian & Oriental baggage (the two latter referring
5754 to the indirect route Eastbound), will, after consideration, be acted upon. It will certainly facilitate effective handling here.

* * * * * *

Reduced Eastbound Continental Rates. We note your remarks with interest and the probable effect of the low rates upon our Continental business to Southern Europe, Italian and Oriental points. In this connection we give you copy of telegram from Secretary Peters, which explains itself, and to which the Lines have agreed in order to meet the competition of the New Hamburg Line.

* * * * * *

 5755

Supplement No. 8 to Joint Tariff No. 13, received. The Conference Secretary is compiling a sterling copy for distribution to agents, which, it is expected, will be sent out simultaneously by all Lines at an early date.

Will Murray and party. We are in communication with the London office regarding these passengers, who duly arrived by the "Celtic" and will write you further as soon as we have a reply from them.

General Pool Contract. We attach herewith West and Eastbound statement No. 4 shewing the carryings of the Lines from March 1st to March 31st. We also enclose statement for the period named shewing approximately the position of the Lines and the amount of compensation due, either debit or credit, according to the pool allotments, compared with the actual carryings, which you will find interesting. 5756

Southampton Passenger Situation. Referring to your letter of March 31st, in supplying extract from your letter to the Southampton office they write us under date of April 14th, as per copy of letter attached, which we pass on to you for your information.

S. H. O.-3-1129, Martin Lund. Referring to our letter of February 8th returning this order to you, our agents, Messrs. Haabeth Bros., now advise that the passenger has definitely decided to remain in the United States, and the purchaser therefore desires refund of the passage money paid. Will you please return the order so that we may comply. 5757

Prepaid Business. From return, covering April 1st to April 7th, received by us from the Conference Secretary, we observe that the Cunard Line under the heading of "Prepaids sold in America" figure 608 as compared with our 185 from which it would appear that we are falling considerably below the Cunard Line.

5758 *Petitioner's Exhibit 346*

s. s "Celtic." W. Katlewski, 27542, two adults, child and an infant, who arrived ex this steamer. Kindly note and advise agent Henry Bischoff, Broadway, New York that the infant was found to be suffering from gastric nutrition, and was therefore placed in the Brownlow Hill hospital, the parents being housed at our boarding establishment. The family, however, have since been able to go forward, and were despatched to Hamburg from Grimsby on the 13th inst.

Irish Prepaids. From report, dated 11th instant from our Irish travelling representative, we give you the following extracts:

5759 "*Achill.* Mr. Sweeny, agent. Cunard prepaids in "this District are also very much over ours, a large "number coming from Chicago.

"*Ballahaunis.* Prepaids for the past year are White "Star.

"21, Cunard 29."

We have also received your letter of the 7th instant, and the several items therein referred to will be dealt with in our next letter.

Movement Card. We attach herewith movement card dated April 1st, and would call your attention to the heading to the foot-notes thereon, reading: White Star Line—New York—Liverpool.

5760 We think it is strongly advisable to insert Queenstown between New York and Liverpool, thus making it read: White Star Line—New York—Queenstown Liverpool. This to be the general rule in all advertising matter.

s. s. "Arabic." This steamer sails tomorrow with about 200 Third Class passengers including about 60 Scandinavians and Finns.

Yours Faithfully,

For ISMAY, IMRIE & CO.,

Initials undecipherable.

ABC.

Petitioner's Exhibit 346

5761

P. S. Up to the time of writing this statement has not been prepared, and we will forward same in our next.

Initials undecipherable.

Copy of Telegram from Secretary Peters, Jena, to Messrs. Ismay, Imrie & Co., Liverpool 23rd March, 1908.

All parties have agreed Hapag to meet Volturno competition 11 April by twenty-three dollar rate: Hapag to be compensated for such reduction up to seven dollars per adult by all Lines in proportion of their Eastbound percentages.

5762

Secretary.

Pencil Notation: I have asked Phillips to secure particulars at Ellis Island.

L. MILLER.

5763

5764 **Petitioner's Exhibit 347.**

Liverpool 25th April, 1908.

Per s. s. "Lusitania."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

Continental Rates.

5765 We beg to confirm our cable of yesterday reading:

"To adjust position pool Eastbound what Continen-
"tal Steerage rates do you recommend in view of
"Continental Lines recent reduction,"

and thank you for your reply to hand this morning as follows:

"Referring to your telegram of the 24th consider
"our minus today 2700; presume impossible plus par-
"ties advance account conditions; recommend reduc-
"ing to basis $28 Hamburg."

We have now to confirm the following cable sent you this morning:

5766

"Advance westbound Continental steerage rates
"White Star Line American Line Dominion 150
"Marks all ports excepting Cherbourg 140 Marks;
"quote prepaid accordingly. Referring to your tele-
"gram of the 25th we approve of your suggestion
"Eastbound rate White Star Line Dominion Ameri-
"can Philadelphia Line Service only."

and no doubt you will on receipt of this message arrange to have the rates put on the basis indicated, advising Boston in the ordinary way.

Yours faithfully,

Initials undecipherable.

Petitioner's Exhibit 348.

5767

April 24, 1908.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Per SS "Etruria."

Gentlemen:

We are in receipt of your favor of 11th inst., per SS "Majestic."

* * * * * *

Reduced Eastbound Continental Rates. We note from copy of Mr. Peter's telegram to you, that all parties have agreed to meet the competition of the SS "Volturno," April 11th, but a $23 rate, the Hamburg Line to be compensated for such reduction up to $7 per adult by all Lines, in proportion to their Eastbound percentages. We presume the same arrangement has been made with the N. G. L., as you are aware that they have quoted and are still quoting for certain steamers and sailings a $24 rate. You will note from the attached bill issued by the Austro-Americana Line the wide difference in our rates and theirs via the "Adriatic" to points in Southern Europe. 5768

* * * * * *

Southampton Passenger Statistics. We are obliged to you for copy of letter from the Southampton Office. 5769

Prepaid Business. We understand that the Cunard Line is getting a larger share of the Russian Hebrew prepaid business than we are. On inquiry at their passenger office here as to their prepaid report between the 1st and 7th inst., we were told that including their Boston Office, but exclusive of Fiume business, their sales amounted to only 200. Our Irish agents in this city state that if anything, they are selling more of our tickets than of the Cunard Line, but with the Scandinavians, the Cunard Line has the preference.

5770 *Petitioner's Exhibit 348*

Finnish Eastbound Business. It is claimed that the Wednesday steamers of the Cunard Line connect with the Wednesday boats from Hull to Finland, and that the latter are much superior to the Saturday boats. On this account, the agents state that the Cunard Line gets more of this business than we do.

Hamburg Line. They have reduced their Third Class E. B. rates as follows:

SS "Deutschland" from $40.00 to $32.00.

SS "Amerika" and "A. Victoria" from $38.00 to $28.00,

5771 All other steamers from $34.00 to $28.00.

SHO/3/1129, Marthine Lund. Order returned for cancellation and refund as requested.

SS "Cedric" sailed yesterday with 178 First, 85 Second and 288 Third Class passengers. The latter numbers were made up as follows:

English	74
Irish	70
Scandivanian	71
Finnish	42
Continental	29
So. African	2
5772 Total	288

* * * * * *

Cable—Continental E. B. Rates. We received your cable today reading:

"To adjust position pool Eastbound what Continental steerage rate do you recommend in view Continental Lines recent reduction.

After due consideration, we replied as follows:

"Referring to your telegram of the 24th, consider our minus today 2700, presume impossible, plus par-

Petitioner's Exhibit 348

5773

ties advance account conditions; recommended reducing to basis $28 Hamburg."

We figure that the Cunard Line is about 3000 plus in their Liverpool Service, and should accordingly advance their rates, but we presume that this is not advisable under present circumstances with the low rates prevailing via Mediterranean ports and the direct lines to Rotterdam and Hamburg. We hope that the reduction to $28 will give us some share again of the E. B. Continental business.

Yours faithfully,

WHITE STAR LINE,

5774

Encl.

Per

5775

5776 **Petitioner's Exhibit 349.**

Passenger Department.

Liverpool, April 18, 1908.

Per R. M. S. "Lucania." *Third Class*

Passenger Department,
White Star Line,
New York.

Dear Sirs:

Your letter of the 7th inst. to hand.

* * * * * *

5777 *Russian East Asiatic Co.* We note that although the Continental Lines have withdrawn their agencies from A. E. Johnson & Co. consequent upon their continuing to act for the Russian East Asiatic Co., the British Lines have not taken any action on account of the Cunard Line declinging to cancel their Agency. We are bringing this matter up at the Conference Meeting next week.

Checking Continental Baggage. We hope that the difficulties named will have been overcome, and a trial of checking Continental baggage will subsequently have been made.

5778 *Red Posters.* Those referred to are now out of print. We are however, forwarding you by the "Celtic" April 23d, 2500 "Star" posters, and will dispatch the balance by the "Baltic" April 30th. We may say that these are the only form of posters, in addition to the Small Stars, we are now circulating.

White Star Colonial Service. As requested, our Colonial Dept. are preparing a good supply of advertising matter, to be forwarded by the "Celtic" next week.

Continental Prepaid Rates. The prepaid rates to Continental points, as quoted in the P. S. of your

Petitioner's Exhibit 349

letter are quite in order, but we presume exclude head-tax. As we advised you to advance the Libau & Riga rate to Marks 150 on April 8th, you will have made the prepaid equivalent, viz, $36.50 including head-tax. 5779

* * * * * *

American Citizens and Head-tax. Referring to your favor of the 1st inst. we enclose copy of letter addressed last night to the Conference Secretary here, together with copy of the circular referred to, from which you will see that we are trying to bring this matter to a head, notwithstanding the opposition of one or two of the Lines. 5780

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

(Other initials undeciperhable.)

P. S. Since writing the above, we have been advised that David Williams did not sail by the "Arabic." He informed the Shipping Master that in consequence of family troubles he would not be able to go by the steamer.

Estimated Eastbound Numbers. You do not appear to have advised us these numbers lately for victualling purposes. 5781

For ISMAY, IMRIE & CO.

5782 **Petitioner's Exhibit 350.**

15th April, 1908.

The Secretary,
North Atlantic Passenger Conference,
James Street,
Liverpool.

Dear Sir:

United States Head Tax.

Referring to our letter of the 10th March, which you had circulated amongst the Lines, and the discussion which took place at the last Conference Meeting, we enclose copy of a communication, dated Washington, D. C., March 27th, 1908, from Commissioner F. P. Sargeant to Mr. Lawson Sandford with respect to this question, a copy of which has probably already reached the other Lines.

5783

In view of the importance which the United States Authorities attach to the United States Lines charging head tax only upon aliens entering the United States, we enclose proof copy of proposed circular embodying a scheme for the consideration of the Lines, which we hope will meet with general acceptance.

The rates scheduled therein are in accordance with the suggestion made by our representative at the last Conference meeting whereby it is proposed that:

5784

(a) *Third Class.* For passengers travelling to Canada or other places via United States the present rates for Canadian business be continued.

(b) For United States citizens a deduction of 16/- from present rates for United States business.

(c) For aliens proceeding to the States 16/-per soul be added to the rates applying to United States citizens.

(d) *First & Second Class.* For aliens proceeding to the States 16/-per soul be added in every case on the minimum fares.

Yours truly,

Petitioner's Exhibit 351.

5785

Messrs. Ismay, Imrie & Co.,
Liverpool.

Per SS "Majestic."

Gentlemen:

We are in receipt of your favor of 18th inst., per S S "Lucania."

* * * * * *

Russian East Asiatic Co. We note that you propose bringing the matter of the disqualification of A. E. Johnson & Co. up at your next Conference meeting. We may say for your information that we get very little business from them. 5786

* * * * * *

American Citizens & Headtax. We have read with much interest copy of the letter you have addressed to the Conference Secretary on this matter, and hope to hear that a satisfactory arrangement has been reached. We attach copy of another communication from the Secretary of our Conference on the matter. You will notice that the United States authorities are in earnest with regard to compelling the Trans-Atlantic S. S. Co. to discriminate in their rates in favor of American citizens and aliens in transit. 5787

* * * * * *

Estimate of E. B. Numbers. It is impossible to make estimates of numbers of third Class passengers to be expected under existing conditions. The exodus of Continentals is decreasing, and the numbers are not in excess of the capacity of the direct Continental Lines. The reduction in our rates on the basis of $28 to Hamburg will not effect our numbers on the "Majestic," which from present indications will not

5788 *Petitioner's Exhibit 351*

exceed 250. The "Arabic" may do better on Thursday. Next month the Scandinavians should begin to move, and for the "Adriatic," May 20th, Mr. Brecke hopes to have 300 from his territory.

We estimate for

	SS "Adriatic," May 20th,	700
	SS "Cedric," May 21st,	500
	SS "Majestic," May 27th,	250
	SS "Arabic," May 28th,	500
	SS "Oceanic," June 3rd,	400
	SS "Celtic," June 4th,	500
5789	SS "Teutonic," June 10th,	250
	SS "Baltic," June 11th,	500

* * * * * *

Yours faithfully,
WHITE STAR LINE,
Per.

5790

Petitioner's Exhibit 352.

5791

Liverpool, 2nd May, 1908.

Per s. s. "Mauretania."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

Since writing you on the 29th, ulto., we have none of your further favors of which to acknowledge receipt.

5792

* * * * * *

Grand Trunk Railway. We direct your attention to the enclosed letter from the local representative of this Company, as we have reserved our reply until we have your views before us, and shall be glad if you will write us on the subject.

Atlantic Conference. We attach herewith weekly statistics—No. 7 for the period 16th-23rd April, showing the carryings, both West and Eastbound in connection with the General Pool.

Cable. We duly received yours of the 30th ultimo., reading:

5793

"Arabic Gothenburg 14, Hamburg 37. Second "cabin: Helsingborg one gent and one lady married, "Gothenburg 3 ladies,"

and the usual forwarding arrangements have been made.

Prepaid Steerage figures. From your cable of the 25th ulto., we note the figures for the past week were 131 British, 17 Italians, 40 Scandinavians and 35 Continentals against 234 British, 28 Italians, 82 Scandinavians and 105 Continentals for the corresponding period last year. We regret to note the general decline shown on this comparison, particularly in the British figures.

5794 *Petitioner's Exhibit 352*

Competition with the "Avoca." Referring to our letter of the 24th ulto., informing you that it had been decided to compensate the N. G. L. to the extent of $5 per adult, we have since received a telegram from Secretary Peters (copy attached), and enclose herewith copy of our letter to him, confirming our reply, of 29th ulto., which explains itself.

* * * * * *

Victualling Department accomodation. We attach herewith copy of memo. addressed to the Victualling Superintendent allocating the various Third Class
5795 rooms in the steamers engaged in the Liverpool-New York Service for the Chef and French Entree and Sauce Cooks. Will you please mark these off on your plans so as to prevent the rooms being alloted to Third Class passengers.

"Cedric" arrived at 7:30 this morning. Owing to a dense fog prevailing at Queenstown the passengers for debarkation there could not be landed. Arrangements were, however, made for them to be forwarded to their destination via Holyhead and Dublin, and in the event of the fare from Dublin being greater than if they had disembarked at Queenstown, the difference will be allowed. The forwarding from Dublin is
5796 being taken care of by Messrs. Thomas Cook & Son who have dealt with over-carried passengers on previous occasions.

The other through booked Continental and Scandinavian passengers were dispatched today to their respective destinations, but in consequence of the sailing of the Finnish Steamship Co.'s steamer being cancelled, the Finnish passengers canot leave Hull before Wednesday next, 6th instant.

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

(Pencil Notation, Mr. Curtis.)

Petitioner's Exhibit 353.

5797

March-20-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sirs:

New York Continental Line. Referring to our remarks in our letter of the 10th on this subject we are now able to enclose you copy of the circular which Messrs. Richard & Co. have sent to all agents of the Russian Lines. While the commission in the circular is given as $2, we have learned from confidential 5798
sources that they expect to pay an extra commission of $1 to make it equal to that paid by the Russian East Asiatic Co.

We learned from a conversation with some of the officials of the Grand Trunk Ry. who were here last week that Messrs. MacKenzie & Mann, Canadian railroad contractors, who as you are aware were said to be the backers of this enterprise, have sunk about $40,000 so far.

Yours faithfully,
RED STAR LINE,
Per R. H. J.

5799

5800 **Petitioner's Exhibit 354.**

III CL. PASS.
March 24-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

NON CONFERENCE COMPETITION. We were informed by Mr. Schwab of the Lloyd this afternoon that he was in receipt of a cable from his home office instructing him, in order to meet the competition
5801 of the New York Continental Line and the Russians, to adopt their rates for Lloyd regular steamers when sailing against them. He therefore had intended reducing the rate for the "Barbarossa" April 9th, against the Volunteer Fleet Steamer April 8th. "Seydlitz" April 23rd against the Volunteer Fleet steamer April 22nd and the "Luetzow" April 30th against the Russian East Asiatic steamer May 2nd. The Hamburg Line we understand, have received a similar cable and intend to reduce the rate for their regular steamer in competition with the "Volturno" of the N. Y. Continental Line sailing April 11th. Although we understood from the Lloyd that the measures to
5802 be taken against outside competition had been discussed at the meeting held at Cologne this week, as the Holland Line and ourselves were without any instructions we decided to cable you as follows:

"N. G. Lloyd have received cable instructions reduce eastbound Continental steerage rates regular steamers to meet competition Continental Line and Russians. Cable your instructions."

S. S. "Saratov." It may interest you to know that this steamer of the Russian Volunteer Fleet which is to sail tomorrow has stopped booking some days

Petitioner's Exhibit 354

5803

ago and is about 400 overbooked. We understand they approached the Lloyd with a view of their taking them on their S. S. "Main" sailing on Thursday and were very much put out when informed that they would be obliged to pay the full gross rate of $26. The passengers for the "Saratov" were booked at $24 less commission of $3 and in many cases $4. We rather imagine, however, that the loss will not fall on the Russian Volunteer Fleet but they will collect the difference in the rate from the passengers.

Yours faithfully,

RED STAR LINE.

Per R. H. J.

5804

5805

5806 **Petitioner's Exhibit 355.**

III CL. PASS.
March 27-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

NON CONFERENCE COMPETITION. Since writing you on the 24 we received your reply to our cable regarding the reduction of the Lloyd as follows:

5807 "N. D. L. changes Continental eastbound rates are in order." We have just been informed by Mr. Schwab that he has received cable from Bremen agreeing to his recommendation as to the reduction in the rates of his steamers which are competitive against the sailings of the Volunteer fleet and Russian E. Asiatic as mentioned in our letter of the 24th.

The "Main" of the Lloyd which sailed yesterday had 2537. We understand that none of the "Saratov" overbooked were included in these figures. They are keeping them here for the next Russian East Asiatic sailing, the "Estonia." We doubt their being able to retain all these passengers and likely they will
5808 be forced to return some of them their passage money, in which case we rather imagine they would only give them the net rate.

Yours faithfully,
RED STAR LINE,
Per R. H. J.

F. V.

Petitioner's Exhibit 356. 5809

III CL. PASS.
April 7-08.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Your favors of the 26 and 27 ult. to hand.

N. G. Lloyd REDUCTION IN E. B. RATES. With reference to your remarks in your favor of the former date as to our reasons for cabling you when the reduction was made by the Lloyd, may say that we did so as result of a conference of all the Continental Lines held here the day the instructions were received. 5810
The opinion was that Lines who had not received instructions should communicate with their home offices on the subject. We now, of course, appreciate that it was decided to place the burden of the fight on the Lloyd and Hamburg Line on account of their position in the pool. S. S. "Kroonland" sailed Saturday with 760 Third Class which included 210 transferred from the American Line S. S. "Philadelphia" which was overbooked by that number.

COMPETITIVE SAILINGS. We understand the "Petersburg" sailing tomorrow is full. The "Barbarossa" sailing on Thursday has stopped booking and will probably have a surplus. The "Volturno" the first 5811
steamer of the N. Y. Continental Line passenger service arrived at Halifax yesterday to land passengers and in talking with their agents—Messrs. C. B. Richard & Co.—yesterday they hardly expected she would get away on the 11th. The "Pretoria" of the Hamburg Line also scheduled to sail on the 11th, is likely to be delayed as she had to put into Halifax for coal and heavy weather.

ENCLOSURES. Enclose copy of Cunard Line advance-in-rate circular, N. G. Lloyd Baltimore Service and circular of the Cunard Line for S. S. "Carpathia."

Yours faithfully,
RED STAR LINE,
Per R. H. J.

5812 **Petitioner's Exhibit 357.**

Antwerp, May 1st, 1908.

Red Star Line,
Third Class Passenger Dept.,
New York.

Dear Sirs:

We are in receipt of your favor of the 17th ulto. *E. B. Business*: We note your remarks and would say that in the meantime there has been some correspondence with the secretary on this subject but we do not fall in with the proposal of a general reduction of East-
5813 bound rates as we cannot share the opinion that this would stimulate the traffic. Besides the special rates agreed upon for certain steamers in opposition to competitive lines offer ample scope for the poorer class of passengers.

Yours very truly,
RED STAR LINE.
(Signature undecipherable.)

5814

Petitioner's Exhibit 358. 5815

Antwerp, March 26, 1908.

Red Star Line,
Passenger Dept.,
New York.

Dear Sirs:

We received your cable of yesterday regarding North German Lloyd's reduction in Eastbound Continental Steerage rates and confirm our reply that same is in order. We may say that we do not understand why you have cabled for our instructions in this matter. The North German Lloyd has been authorized 5816
to make the changes in question and we have to give no instructions otherwise we would of course have cabled you.

Yours very truly,
RED STAR LINE,
Per J. W. Ponneley.

5817

5818 **Petitioner's Exhibit 359.**

III CL. PASS.

May 29-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

LONDON MEETING. We confirm our cable of yesterday as follows:

"Referring Peters cable May 25th. Finland June 6th, selected with rate twenty four dollars against Volturno."

5819

We have nothing further to add since we wrote you fully on the 26th. We enclose herewith copy of the circular we are issuing to agents today advising them of the reduction in force for the sailing of the "Finland."

CUNARD LINE. With further reference to our remarks of the 26th while no reply has been received by Mr. Sandford from Secretary Peters to his last cable Messrs. Ismay Imrie & Co. have cabled that the lines should promptly arbitrate differences regarding disciplining agents accordance London resolution. We have discussed this cable with Secretary Sandford and the representatives of some of the other Continental Lines and also consulted counsel as to whether we had not a good case for arbitration proceedings. The consensus of opinion is that there is ground for a case against the Cunard Line for breach of Art. 18 as there is no doubt that their action in refusing to join the other parties to the agreement in disciplining agents is giving aid to the opposition by the bad example to other agents of Zotti continuing to book for opposition lines while representing a Conference line. It is proposed to hold a meeting of the Lines on Monday to consider the best methods of bringing about arbitration proceedings against the Cunard Co.

5820

Yours faithfully,

RED STAR LINE.
Per, R. H. J.

Petitioner's Exhibit 360. 5821

III CL. PASS.

May 28-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

LONDON MEETING. Pool Secretary Peter's cables to Secretary Sandford have been promulgated among the lines and we were pleased to see that it was decided to adopt the plan of certain steamers being 5822
selected to continue the fight against the competition. A meeting of the General Managers and Heads of Departments was held yesterday to consider the cable on this subject as well as the cable having reference to the enforcement of rules and as suggested a committee was appointed to arrange for the selection of what steamers were thought best to put against the sailings of the Russians and N. Y. Continental Line. We are therefore enclosing you copy of the schedule outlined for the month of June. Of course it is understood that the circulars to agents covering these steamers will only be issued ten days in advance of sailing. In view of the sailing of the N. Y. Continental Line 5823
S. S. "Volturno" being on a Saturday, June 6th, and bearing in mind the fact that the preference should be given to the Continental steamers, particularly with reference to whether they are in the minus or plus, as the Lloyd cable of the 19 of May showed that the Red Star Line was 1051 minus, the "Finland" sailing that day was selected as the fighting steamers, any overplus of this steamer to be transferred to the "President Lincoln" or "Oceanic." Rates to be adopted are to be the same as those of the competition, which are at present $24.

5824 *Petitioner's Exhibit 360*

CUNARD LINE. We assume that the matter of the attitude of the Cunard Line towards the disqualification of F. Zotti & Co. was discussed at the London meeting. Notwithstanding the very clear cable which was sent by Secretary Peters to Mr. Sandford stating that the lines were unanimous that Conference rules should be carried out the Cunard Line again refused to agree to the disqualification of Zotti and also refused to consent to the matter being taken to arbitration, on the ground that there is nothing to arbitrate. Their reason for this is that they claim not to be bound by conference rules and regulations with regard to
5825 agents, basing this upon a letter which they wrote on the 17th of February withdrawing from all agreements.

The position taken by the Cunard Line here to us all seems illogical and we can hardly credit that the Cunard Line principals abroad will sanction their representatives here suiting their own convenience as to what agreements they see fit to carry out.

Another cable was sent yesterday to Mr. Peters but we do not expect any change in the attitude of the Cunard Line until they receive direct and specific instructions from their home office that they are expected to carry out the rules of Conference.

5826 Yours faithfully,

RED STAR LINE,

Per R. H. J.

Petitioner's Exhibit 361.

5827

Antwerp, May 26, 1908.

Messrs. The Red Star Line,
Passenger Department,
New York.

Dear Sirs:

NEW YORK & CONTINENTAL LINE.

I enclose herewith copy of an agreement made yesterday in London between the A. C. Lines, which is intended to fight the New York and Continental Line in the 3rd class Eastbound passenger traffic. It was considered impossible to designate on this side the 5828
competing steamer with the promptness which will be necessary to make the competition of such a steamer efficient and therefore the selection of the steamer is left to a committee to be named by the New York representatives. I think it will be interesting for you to have some more details of the discussion on this subject and which it might be well for the committee to consider in carrying out this agreement.

The question was raised in connection with Section A dealing with the rate, what action should be taken if the Continental Line increases the commission and how this should be met. The answer was that if they paid higher commission then the rate of the com- 5829
peting steamer will be accordingly further reduced. The general opinion was that we could not deal with a net rate, but must make good an increase in the commission of our adversary by a proportionate reduction in our gross rate.

The opinion was expressed that the New York & Continental Line will mislead us by advertising a steamer for a certain date and then when the competition steamer has been advertised they will defer the departure by four or five days so that the steamer would not be hurt by our competition steamer. It is

5880 *Petitioner's Exhibit 361*

in view of this question of sailings that it was thought advisable to leave the designation of the competition steamer to a small committee which will have to carefully consider when the steamer is to be advertised and if not notwithstanding all precautions being taken our adversary defers the sailing then there is nothing to be done but to designate a second competition steamer. We have seen that the sailings of the New York & Continental Line are very irregular and when they advertise a steamer for a certain date, the committee will of course have to ascertain whether the steamer will be able to keep that sailing date.

5831 The question was also raised whether a British steamer should not be allowed to be used as the competition steamer, the Continental Lines say that there is not the slightest objection on their part but a British steamer will never be so efficient as a direct Continental steamer, besides a British steamer has to pay the transportation across the North Sea, which is money thrown away and it was also said by the British Lines themselves that it would be very awkward to have a very low rate for continental passengers and that the British rate of the steamer might be affected thereby. I do not think that after the matter was fully discussed any British Line is anxious to

5832 have one of their steamers chosen, the last sentence but one in paragraph three reflects this sentiment. You will yourself easily understand that under this agreement the line owning the competition steamer no matter whether that line is short or in excess in the pool, does not gain or lose anything, unless its regular rate exceeds $30 or unless the difference becomes greater than $12 (see paragraph A) but this is not likely to be the case for the next months to come.

Yours very truly,

(Signature undecipherable.)

Petitioner's Exhibit 361 5833

(Slip attached reading as follows):

Incluse pour
Messrs. The Red Star Line,
Passenger Dept., N. Y.

London, 25th May, 1908.

Prière de renvoyer. Um Rücksendung wird gebeten.

(a) When an Atlantic Conference Line with the consent of the other A. C. Lines puts a steamer on the berth in opposition to an outside eastbound steamer at the same or lower rate than such outsider then the A. 5834
C. Lines (including the Line of the opposing steamer) will compensate such line for the passengers forwarded at the reduced rate the difference per adult between the regular rate in operation for the steamer at the time when she was proposed and agreed upon for the opposition but not exceeding $30—and the reduced rate at which the passengers were carried. Maximum compensation to be $12.

(b) Opposition steamers to be put on the berth against the steamers of the Russian Volunteer Fleet, the Russian East Asiatic Steamship Company, and the New York and Continental Line for eastbound business. Further extension of this measure is subject to 5835
a unanimous decision of the A. C. Lines.

(c) The opposition steamer is appointed by Vote by majority of the members of the New York Conferences (North Atlantic Conference and Continental Conference). Can. Pac. Ry. to be considered to enable them to vote. The chairman shall have a casting vote in the event of the votes being divided equally. In their decision the members shall be guided by considering which steamer is best suitable for being most efficiently opposed with regard to date of sailing, preference

5836 *Petitioner's Exhibit 361*

by steeragers, capacity, etc. These terms being nearly equal the steamers sailing direct for the Continent of such party that is short or most short shall be appointed. If a British Line steamer is selected it must be subject to the consent of the Line concerned. The New York Conference to be at liberty to appoint a small committee to carry out this clause.

(d) If for such an opposition steamer more passengers are booked than she can carry then the A. C. Line which carries the excess is entitled to a compensation per adult to the amount of the difference be-
5837 tween the rate which the passengers have paid and the regular rate of the carrying steamer at the time when the opposition steamer was appointed except if in the meantime her rate has been reduced, subject to the limitations provided for in clause a.

(e) The Compagnie Generale Transatlantique and the Austro Americana participate in the compensation in the proportion of their share to be fixed by a special agreement between them and the N. D. L. V. Lines. These agreements to be tabled.

(f) The amounts of compensation to be paid by the Atlantic Conference Lines in the proportion of
5838 their eastbound percentages which will be adjusted in accordance with clause e.

(g) Any line may withdraw from this agreement at any time by giving thirty days' notice.

(Signature undecipherable.)

Petitioner's Exhibit 362.

5839

III CL. PASSGR.

June 30-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

We are in receipt of your letter of the 19th and note your remarks with reference to the large number carried by the "Potsdam" the fighting steamer against the "Cherson" of the Russian Volunteer Fleet. While 5840
the latter steamer, it is true, had 850 passengers which you think is very satisfactory considering the large number taken by the "Potsdam" and leads you to doubt the wisdom of agreeing on a fixed steamer so far in advance, we would point out that most of the "Cherson's" passengers were booked prior to the "Potsdam" advertising the fighting rate of $22. However at the meeting of the committee held today to consider best means to meet the competition of the next non-conference steamers, we agreed only for the next sailing of the Continental Line, the "Volturno" on the 18th, for which we have fixed the "Zeeland" as the fighting steamer, but in view of the possibility that 5841
the "Volturno" sailing may be changed we have decided not to issue any circular until the 10th or 11th, about a week before the sailing.

Yours faithfully,
RED STAR LINE,
Per

5842 **Petitioner's Exhibit 363.**

Antwerp, 19th June, 1908.

Messrs. The Red Star Line,
3rd Class Passenger Dept.,
New York.

Dear Sirs:

I notice from the telegram received from our secretary Mr. Peters, that the Pottsdam which was the fighting steamer this week carried about 2200 third class passengers whilst the Cherson had 850 third class passengers. I think this is a nice result for the latter
5843 steamer and that it justifies the suspicion whether the agents have not become aware, through some indiscretion, of the agreement and now handle things so that whilst the fighting steamers get a large number of passengers the steamer that is to be fought is not discouraged and in this way the fight could go on definitely and the agents alone will have the benefit therefrom. I believe it was an absolute mistake to fix the list before hand for so many steamers, the Committee should have dealt with each steamer separately and with the greatest discretion so that the steamer to be fought is to some extent taken by surprise.

Yours truly,

(Signature undecipherable.)

5844

Petitioner's Exhibit 364. 5845

III CL. PASS.

June 19-08

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

We are in receipt of your letter of the 9th and note your comments on the list of fighting steamers in opposition to the Russian and N. Y. Continental Line selected by the committee of Conference. Your criticism as regards the possibility of this list becoming public was later considered here as you will doubtless 5846
have received ere this our letter of the 3rd inst. in which we advised you that it had been recalled. We felt, however, there was no necessity of asking you to return the copy which we mailed you. It is possible that you are correct that it is perhaps inadvisable to fix the fighting steamers so far ahead. However the last opposition steamers fixed are those to sail against the "Russia" next Wednesday. So far there has been no attempt made by the competition to change their sailing date but we have been careful to watch the situation. As you may know we delayed fixing the sailing against the "Avoca" on the 20th as it was felt this steamer would not go out and the "Friederich der 5847
Grosse" was not decided upon as competitive sailing with the excess to go to our line until the arrival of the "Jelunga" and when we felt confident she was to sail tomorrow. When the committee again meets to consider the next opposition sailing, which will not be until some time next month in view of the cancellation of the Volunteer Fleet sailings, we will endeavor to carry out your suggestions as regards fixing the competition sailings from sailing to sailing instead of in advance as before.

Yours faithfully,
R. H. J.

5848 **Petitioner's Exhibit 365.**

III CL. PASS.

June 16, 08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

COMPETITION RATES. On Saturday the "Jelunga" of the N. Y. Continental Line arrived and it was ascertained by the Committee that her sailing had been fixed for Saturday next the 20th. In view of this it was recommended by the Committee that the
5849 S. S. "Friederich der Grosse" of the N. G. Lloyd would be fixed as the fighting steamer at a rate of $22 and the surplus, if any to be given to the "Zeeland" sailing the same day. Also in view of the great efforts being put forth by the Russian East Asiatic Co. through their agents Messrs. A. E. Johnson & Co. to secure large numbers for their new S. S. "Russia" scheduled to sail from here on the 24th, which steamer has been receiving a great deal of publicity in the Continental and Jewish papers, it was felt that it would be advisable to reduce the rate for the "Noordam" sailing the 24th in addition to the "Prinze Friederich Wilhelm" sailing the 25th. We might say that when
5850 the Committee first met to consider the situation some two weeks ago it was thought that it would be inadvisable to have three Holland ships in succession as fighting steamers and for that reason the "Noordam" was omitted as competitive steamer to the "Russia," but feeling that possibly the "Pr. Friederich Wilhelm" sailing the day after might not be effective, it was thought better to include the "Noordam" sailing the same day so that these two steamers between them would be able to draw from the "Russia."

Yours faithfully,

For RED STAR LINE,

R. H. J.

Petitioner's Exhibit 366.

5851

III CL. PASS.

June 9-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

CUNARD LINE. Since we wrote you on the 26 and 29 ult. regarding the Cunard Line's attitude with reference to the disqualification of Zotti several cables have been passed between Secretary Peters and Secretary Sandford which no doubt you have seen. Yesterday the Secretary transmitted to the lines the following letter from Mr. V. H. Brown of the Cunard Line:

5852

"We are in receipt from the Home Office, Liverpool, of the following copy of cable sent by Cunard to Secretary Peters:

'Referring my telegram June 6th, and Sandfords cable we cannot agree submit general questions interpretation of Pool Agreement and Resolutions to arbitration because we agree that any agent who consistently and deliberately give Continental business to Italian Lines or other competing lines is liable disqualification—if Conference Lines consider this course expedient of which we still have grave doubts only possible question for arbitration is whether such agents and/or other agents actually doing this—we are sending our New York representative copy of this message.'

5853

You will note by above that the Cunard Company while expressing grave doubts as to the expediency of action proposed by the Conference Lines is not disposed to further stand in the way of carrying out the policy and wishes of the other parties to the agreement."

5854 *Petitioner's Exhibit 366*

We also understand that Mr. Brown told the secretary that the Cunard Line would at once take up their tickets from Mr. Zotti. It is satisfactory to know that the head office of the Cunard Line interpreted the Atlantic Conference Agreement as binding on their office here and we feel confident that the action now taken by the Cunard Line in removing its tickets from Zotti, while perhaps late in the day will still have a salutary effect on agents who have been pointing to Zotti as an agent who was able to set Conference rules at defiance.

5855 "Finland" Saturday. As you have learned by cable this steamer on account of the fighting rate of $2.4 was full and the surplus of about 180 was transferred to the "Oceanic." In this connection may say that the committee appointed to carry out the details in connection with reduced rate steamers were in doubt as to whether the excess should go to the "President Lincoln" of the Hamburg Line or the "Oceanic," Messrs. Winter and Nyland having the impression that the British Lines being in the plus the surplus should go to the "President Lincoln." We were convinced, however, judging by the latest data before us, *i. e.*, Atlantic Conference Statistic E. B. No. 10, that the British Lines were in the minus and it would be proper

5856 to tender the business to the "Oceanic." After some discussion the writer, who was on the committee, was able to bring the other members around to our point of view. Director Von Helmolt of the N. G. Lloyd, however, who was with us at the time, felt that it was desirable that the committee should be in possession of later data as regards the standing of the parties and it was decided to send a cable to Secretary Peters asking him to wire for the use of the committee the relative position weekly of the British and Continental groups in order to ascertain to whom excess, if any, should be diverted. We were pleased to receive his reply this morning as follows:

Petitioner's Exhibit 367 5857

"Shortage and May Holland 790 Red Star 3739. American 1797 White Star 3056."

Which clearly confirms our view and justifies the position we took in claiming that the "Finland's" excess should be given to the "Oceanic."

Yours very truly,

RED STAR LINE,

Per R. H. J.

Petitioner's Exhibit 367. 5858

Antwerp, 9 June, 08.

Messrs. The Red Star Line,
Passenger Dept.,
New York.

Dear Sirs:

I have seen the list of the fighting steamers which were selected by the New York Committee in opposition to the Russian and Continental Lines. Is it wise to fix the fighting steamers such a long time ahead and to issue a list? Are you not afraid of indiscretions which may have for result that the Lines in question will play the nasty trick upon you to defer their sailings by a few days. It would seem to me that the Committee should not disclose before hand what their decisions are but that they should deal with each case as it comes up. 5859

Yours truly,

R. H. J.

(Other initials and signature undecipherable.)

5860 **Petitioner's Exhibit 368.**

III CL. PASS.

June 3, 1908

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

New York-Continental and Russian Lines.

We are in receipt of your letter of the 26th with enclosed copy of the agreement made at the London meeting of the Atlantic Conference Lines, at which
5861 fighting measures against the competition of the above mentioned companies was adopted.

The points which you have elucidated will be of much value in the meetings of the sub-committee which has been appointed to carry out the work in details.

In our letter of the 28th ult. we sent you a copy of the schedule for the month of June. After this schedule had been issued by the secretary, the North German Lloyd consulted counsel on the matter and it is his opinion that the copies of the schedule should be withdrawn in view of the expressions contained therein, which were held to be a violation of the Sherman and Trust laws. The only copy in our possession was
5862 the one we sent to you. Of course, there is no necessity of returning this to us.

We quite agree with your view that it will be very necessary for us to carefully watch the sailings of the competition, particularly the Continental Line, as it is more than likely that they may be disposed to mislead us by postponing the sailing of the steamer from the day advertised, in which event we note, it is the opinion that a second competition steamer can be designated.

None of the steamers of the British Lines have been used as a competition steamer but some as in the case

Petitioner's Exhibit 368

5863

of the Oceanic, have been selected for any surplus that the fighting steamer may have.

As we cabled you last week the Finland on Saturday will sail in competition with the Volturno.

The New Amsterdam which sailed today had 1507 third class passengers. It was too late when the fighting rate was put out for this steamer to fill her capacity.

Yours truly,

RED STAR LINE,

Per

5864

5865

5866 **Petitioner's Exhibit 369.**

III CL. PASS.

July 14-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

COMPETITIVE SAILINGS.

Referring to our letter of the 10th in which we wrote you regarding the measures to be adopted to
5867 meet the next sailings of the Russian East Asiatic Co. on the 22nd and the N. Y. Continental Line on the 28th. In view of the sailing of the "Potsdam" on the 22nd having been withdrawn the Committee were obliged to deal with this matter again and the "Bremen" sailing the 23rd has been recommended as the fighting steamer. In this connection may say that there was some difference of opinion in the Committee as to whether in view of the Lloyd being in the plus in the pool it would not be advisable to select the "Arabic" as the fighting steamer on account of the White Star Line being a minus party. We, of course, quite agree that all things being equal a Continental
5868 steamer is the most effective but in the present case we felt that the "Arabic" could, at the reduced rate, draw as much from the "Estonia" sailing the day after as the "Bremen." However, as we have stated, it has been finally decided to make the "Bremen" the fighting steamer.

Yours faithfully,
RED STAR LINE,
Per R. H. J.

Petitioner's Exhibit 370.

5869

III CL. PASS.
July 10-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sirs:

COMPETITIVE SAILINGS. The small committee met on Wednesday to consider what should be done to arrange fighting steamer against the next departure of the N. Y. Continental Line. From the information that they had it appeared that the "Volturno" was to sail on Tuesday the 28th. This 5870
date, it seems to us, was specially fixed so as to have a date which made it difficult for the Conference Lines to properly meet the competition. Tuesday is the sailing day of the Lloyd express steamers and of course, as you are aware, the accommodation of these steamers is quite limited. We therefore had planned for arranging fighting rate on the "Gothland" sailing the 25th and the "Noordam" the 29th. We were later advised, however, that the "Jelunga" was to sail on the 25th. This sailing has been cancelled and we learned this morning that this steamer will take the place of the "Volturno" on the 28th, the latter steamer not sailing until August 8th. It now appears that
the "Estonia" of the Russian East Asiatic Co. sailed 5871
from Rotterdam on the 4th although the papers had reported that she sailed on the 6th. Messrs. A. E. Johnson & Co. advised that they would probably dispatch the steamer. Therefore the Committee came together again this afternoon and in view of the practical certainty of the "Estonia" keeping her present advertised date of July 22nd it has been recommended to fix the "Potsdam" sailing the same day as the fighting steamer and the "Noordam" on the 29th against the "Jelunga" sailing the 28th.

Yours faithfully,
RED STAR LINE,
Per R. H. J.

5872 **Petitioner's Exhibit 371.**

III CL. PASS.

July 7-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

RATE SITUATION. The Secretary of Conference passed to the lines today a letter from the Hamburg American Co. asking for an immediate meeting of the heads of Passenger Departments of the lines
5873 to consider cable Mr. Boas had received from Director Storm of Hamburg in which he suggested the strong desirability of all lines reducing rates, the reason given being the increased number of Continentals carried by the Italian Lines. Mr. Boas concurs in the idea but it has been found impossible to arrange for a meeting before Thursday. We are not inclined to feel that it is desirable to further reduce rates. The numbers we are obtaining at present rates are quite satisfactory; for instance the number taken by the "Finland" last Saturday, viz., 1036. The American and White Star Lines are taking fair numbers on weeks when there is no competitive sailing or fighting
5874 rate steamer. Judging from the numbers of Continental passengers carried by the Italian steamers given in the weekly statistic which was sent you last Friday they are not so extremely heavy and with the possibility of some settlement being reached at the meeting of Messrs. Rallin and Crespi to be held later this month we are inclined to feel it will be better to wait a while before making any general reduction in rates and further we believe that the plan agreed to at the recent London meeting fully meets the situation as regards the competition of the New York Continental and East Asiatic Line.

Petitioner's Exhibit 371

5875

AMERICAN ATLANTIC CONFERENCE. We are enclosing with this letter copies of the awaiting confirmation minutes of the first two meetings. At the first meeting the Cunard Line had raised the question as to whether any action against agents could be taken which was not contained in the minutes and resolutions adopted at London last February. They wished to start out afresh not desiring to take action on the complaints which had been pending prior to the deadlock between Conference and the Cunard Line. However they finally consented to submit the present rules of the two Conferences (Continental and North Atlantic) to counsel for opinion and this has since 5876
been received and referred to in Minute 7 of the meeting of July 2nd. This being favorable to the rules of the lines regarding disciplining agents the Cunard Line consented to join in the action of the others contained in the minutes adopted at that meeting, so we hope that now that everything is in smooth working order we will be able to hold our meetings regularly hereafter.

Yours faithfully,

RED STAR LINE.

Per R. H. J.

5877

5878 **Petitioner's Exhibit 372.**

III CL. PASS.
July-3-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

RUSSIAN VOLUNTEER FLEET. It will interest you to know that Messrs. C. B. Richard & Co., General Agents of this line, have sent a circular to agents to return all prepaid tickets. We suppose this
5879 action is due to the cancellation of the May sailings. As we wrote you in our letter of the 30th the "Zeeland" has been selected as the fighting steamer against the "Volturno" with what surplus there might be to go to the "California" and "St. Louis." We will, however, wait before sending out circular to see if there may be a change in the date of the Continental Line's departure as there are rumors that the steamer may not sail on the date at present fixed for it.

EXPENSES IN CONNECTION WITH INLAND TRANSPORTATION OF BONDABLES. You will be interested in copy of report of the Committee on Immigration and Navigation Laws and a
5880 copy of the brief in the test case against the Hamburg American Line. May say that the large number of bills against the lines have been recalled and we have today received for the Red Star Line these amended according to the decision which reduced the expense more than two-thirds.

Yours faithfully,
RED STAR LINE.
Per

Petitioner's Exhibit 373. 5881

III CL. PASS.
August 18-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

OPPOSITION STEAMERS. Referring to our letter of the 14th our Accounting Dept. were unable to complete the statement of the passengers secured by the "Finland" on her June voyage eastbound at fighting rates but it has now been finished and we 5882
are giving you same below.

Total No. of Passengers 1130½ statute adults
less 5 Bondables
3 E. B. Prepaids
84 at $28 rate

92 92

1038½ statute ad. at $24

on which we should be compensated at $4 each, amounting to $4154.

Yours faithfully,
RED STAR LINE.
Per

F. V. 5883

Mr. Farley,

There were 1130½ statute adults on the "Finland," June 6th, and deducting the 5 bondables, 3 Antwerp prepaids & 84 full rates leaves 1038½ cut rates at $4 equalling $4154.

(Initials undecipherable.)

5884 *Petitioner's Exhibit 373*

In reply please refer 106/3008 to this number.

Antwerp, 3rd August, 1908.

Red Star Line,
Passenger Department,
New York.

Dear Sirs:

OPPOSITION STEAMERS.

Kindly let us have regularly your statements about the passengers booked for our steamers or overbooked by other conference steamers and carried by our line
5885 at fighting rates, mentioning at the same time the rate at which these passengers have been transported.

As you are aware from the by-laws of agreement AA, clause 20, the difference in rates must be paid by the Atlantic Conference Lines in proportion of their eastbound percentage, and we have to hand our account to the Secretary, Mr. Peters, so that he may state which amount is to be refunded to us by each Line.

Kindly let us have your statement of the passengers carried up to date at fighting rates at your earliest convenience, and oblige

Yours very truly,
RED STAR LINE.

5886 Signature undecipherable.

(Pencil Notation)

		1064
		135
1064-135-96		96
5-	Bondables	
		1295
1059-135		
77-17	Issued and $28 rate.	
982-118		
59		
1041	Stat ad-paid at $24 rate.	

L.

Petitioner's Exhibit 374.

5887

III CL. PASS.
August 18-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

COMPETITION SAILINGS. The "Finland" on Saturday had 1398 with an excess of 177 against the "Korea" of the Russian East Asiatic Co. with 488. We think you will agree that the "Finland" did very well as a fighting steamer.

5888

As intimated in our last letter it has finally been decided to fix the "Zeeland" this week as the competitive steamer against the "Volturno" of the N. Y. Continental Line sailing the same day. Our circular reducing the rate to $22 was mailed Saturday (copy enclosed). The "Volturno" is not so well known and as good a ship as the "Korea" and we do not think will secure as many passengers. There is no sailing of any of the Italian Lines on Saturday.

Yours faithfully,
RED STAR LINE.
Per

F. V.

5889

5890 **Petitioner's Exhibit 375.**

III CL. PASS.
August 7-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

FIGHTING RATES.

As we have before advised you the "Barbarossa" was fixed to meet the competition of the "Russia" the
5891 result being as follows:

"RUSSIA"	750
"BARBAROSSA"	1420

The small committee met this afternoon to consider selection of steamers to meet the next competitive sailings which are at present advertised, viz. the "Korea" of the Russian East Asiatic Co. on Aug. 15 and the "Volturno" of the New York Continental Line on the 22nd. At first the "Korea" was advertised for Monday the 17th but was later changed to the 15th, which we have learned through our freight connections is the now advertised date of departure.
5892 The Russian East Asiatic Co. some time ago advanced their rate to $26 less $3 commission but dropped it to $24 for the "Russia" when the "Barbarossa" was put on against her. Mr. Straus of the R. E. A. has intimated that they intend to return to $26 for the "Korea," but we have clear evidence from booking agents on the East Side that they were booking freely at a $24 rate with $3 commission. We therefore decided to select the "Finland" sailing the 15th as the competitive steamer at a rate of $23 less $2 making the net rate the same for both lines. The circulars announcing this reduction will be mailed tomorrow

5893

so as to reach agents hands by Monday. This we believe is not too early a notice. Some time ago you rather criticised us for announcing a rate too far in advance and we have been careful of late to limit the notices to 7 or 8 days. If the "Volturno" holds to the present date advertised the "Zeeland" will probably be selected. As the "Volturno's" present rate is $23 less $3 the "Zeeland's" rate will be $22 less $2.

We will not cable you as no doubt the cable which the Secretary's office will send to Mr. Peters will be promulgated among the lines.

W. B. BUSINESS. You will no doubt have noticed that our prepaid business is beginning to show an increase. In fact the Red Star Line have held their own right along. Report 982 going forward this week is for 405 souls.

5894

Yours faithfully,

RED STAR LINE.

Per R. H. J.

K.

5896 **Petitioner's Exhibit 376.**

III CL. PASS.
August 4-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

COMPETITION SAILINGS. As advised you before the "Barbarossa" is the fighting steamer selected to sail this Thursday against the "Russia" on Wednesday. A. E. Johnson & Co. of the Russian East
5897 Asiatic Co. reduced the rate for the "Russia" from $26 to $24 with $3 commission. The small committee are now considering what steamers should be selected to meet the sailings of the "Korea" of the East Asiatic Co. on the 15th, and the "Volturno" of the N. Y. Continental Line on the 22nd. In all probability in view of our minus the "Finland" and "Zeeland" will be chosen. You will no doubt be advised of this through Secretary Peters.

Yours faithfully,
RED STAR LINE.
Per R. H. J.

F. V.

5898

Petitioner's Exhibit 377. 5899

III CL. PASS.
May 12-08.

Red Star Line,
Passenger Dept.,
Antwerp.

Dear Sirs:

Your favors of the 30 ult. and 1 inst. to hand. "ZEELAND" HENCE MARCH 28—"VADERLAND" HENCE APRIL 18. We are obliged for the immigration documents duly signed in the cases of Philip Kaufman and Rochol Surkes deported on 5900
these steamers which we are forwarding to Ellis Island.

REJECTED PASSENGERS. Thanks for the list to May 1st which we are passing to Mr. Watchorn.

REDUCTION E. B. RATES. We duly received your cable of the 9th reading as follows:

"Reduce eastbound Continental steerage rates to $30." In accordance with same we immediately telegraphed our joint offices and issued circular to agents, copy of which we are enclosing.

S. S. "FINLAND" sailed from here last Saturday with 152 Third Class.

S. S. "VADERLAND" after a good passage 5901
docked early this morning landing all classes of passengers.

COMPETITIVE SAILINGS. The "Jelunga" of the N. Y. Continental Line which sailed Saturday had 6-12-720. There are no further sailings of this line during the current month, the next being the "Volturno" June 6th. The next Russian East Asiatic Steamer is the "ESTONIA" May 27th. The Volunteer Fleet have no steamer advertised to sail until the "Saratov" June 3rd so that the Continental Lines practically have no competition to meet from the above

5902 *Petitioner's Exhibit 377*

lines this week or next. The reduction in our rate to $30 no doubt will stimulate outward business and we look for increased numbers on the "Vaderland."

ENCLOSURES. Enclose Continental Conference Complaint Committee minutes #154 change in rate notice 356 and copies of our letters of even date to Liverpool and Southampton.

Yours faithfully,

RED STAR LINE.

F. V. Per R. H. J.

5903

5904

Petitioner's Exhibit 378.

5905

III CL. PASS.
June 26-08.

Red Star Line,
Passenger Department,
Antwerp.

Sirs:

Since writing you last, we have none of your favors to acknowledge.

COMPETITIVE SAILINGS. The "Russia" of the East Asiatic Co. sailed Wednesday with 19-60-900. Of the fighting steamers the "Noordam" had 1120 and the "Prinz Friederich Wilhelm" the day following 1759. We think that if it had not been for the fact that the fighting rate was applied to the "Noordam" the "Russia" would have had even a larger number. No further fighting steamers have so far been decided upon. 5906

PREPAID 51781. We enclose letter from our Chicago office which is explanatory. You will note that the boy's father is in this country. Under the circumstances, therefore, it will be permissible for the boy to come alone although under 16 years of age. Kindly do the needful and oblige.

"KROONLAND." For this steamer sailing tomorrow we look for from 350 to 400 Third Class. The bulk of the Continental business naturally went earlier in the week taking advantage of the sailings of the "Noordam," "Russia" and "Prinz Friederich Wilhelm" at the $22 rate. 5907

Yours faithfully,
RED STAR LINE.
Per R. H. J.

5908 **Petitioner's Exhibit 379.**

III CL. PASS.
June 23-08.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Your favor of the 12th to hand.

S. S. "ZEELAND" sailed Saturday with 302 Third Class, all our own bookings as we did not get any surplus from the "Friederich der Grosse," the competi-
5909 tive steamer against the "Jelunga." The "Friederich Der Grosse" had 1007 and room for several hundred more.

As regards the "Jelunga" we understand this steamer sailed with only 246. The report is that there were about 400 booked but owing to a fire among the matresses on the steamer there were a number backed out and refused to sail.

S. S. "KROONLAND" arrived this morning landing all classes of passenger.

PASSENGERS IN TRANSIT TO CANADA. You will be interested in a copy of the report of the Committee on Immigration & Navigation Laws which
5910 we are attaching herewith. This simply embodies the position taken by the Canadian authorities of which we advised you in our letter of June 5th.

As regards the undertaking with the Canadian Government as to the deportation of aliens brought by steamers landing at U. S. ports, we desire to say that we have signed same in behalf of the Red Star Line that we are prepared to return all such aliens, which has been forwarded to Ottawa.

Yours faithfully,

RED STAR LINE,

Per

Petitioner's Exhibit 380.

5911

III CL. PASS.
June 19-08.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

S/s "ZEELAND." For this steamer tomorrow we only expect between 200 and 300 Third Class. While she is to take the surplus of the "Friederich der Grosse," the fighting steamer against the "Jelunga," the Lloyd steamer has such a large capacity that they 5912
feel they will be able to accommodate all offering and as it looks now they do not expect to have more than between 900 and 1,000.

DEPORTED ALIENS. We enclose you copies of notices from the Commissioner of Immigration, in the cases of two aliens Bogdan Covic and Konstantin Stankiewicz.

Yours faithfully,
RED STAR LINE.
Per R. H. J.

5913

5914 **Petitioner's Exhibit 381.**

III CL. PASS.
August 14-08.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Your favors of the 3rd inst. to hand.

OPPOSITION STEAMERS. We note your wishes to send you a statement of passengers carried at fighting rates in accordance with by-law 22 (not 20
5915 as given in your letter) of Agreement A-A. As no doubt you are aware up to now we have only had one steamer which has participated in the fighting rates viz. the "Finland" Voyage 67 E. B. June 6th, and our Auditing Dept. are preparing a statement as desired which we are enclosing you herewith. We have excluded from the statement the few passengers who booked for this sailing at full rates prior to the time when the fighting rate was adopted. We will in due course send you a similar statement covering the passengers by the "Finland" tomorrow, which is our second fighting rate steamer. As regards transfers from other lines having fighting steamers which had a
5916 surplus will say that we have not had any such passengers. The other fighting steamers have been those of the Holland Line and N. G. Lloyd sailing Tuesdays and Wednesdays and they have not had any surplus to transfer to us.

S. S. "FINLAND." This steamer sailing tomorrow on account of the reduced rate will be full in Third Class.

"FINLAND" 69 W. B. We beg to advise that we have been notified by the Commissioner of Immigration of imposition of fine on account of Theo. Kelsch a second class passenger, having been certified as suf-

Petitioner's Exhibit 381

5917

fering from trachoma. We understand this passenger was brought over on the understanding that the parents are citizens but the claims of citizenship, however, have not been recognized although the parents are protesting it. Meanwhile the fine has been paid under protest.

DEPORTED ALIENS. Enclosed please find copies of letters from the Commissioner of Immigration *re* Anna Hullecker and James Radler who will probably be deported on the "Finland" tomorrow under Bureau Circular 22.

S. S. "FINLAND." We regret to advise that on arrival of this steamer we were notified that third class passenger Albert Heller died of peritonitis on August 4th and was buried at sea. In accordance with the regulations the effects of the deceased have been turned over to the Public Administrator. 5918

Yours faithfully,

RED STAR LINE.

Per R. H. J.

5919

5920 **Petitioner's Exhibit 382.**

March 17, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed we herewith beg to hand our Company a tariff issued by the Austro American Line for Russian prepaid passengers from interior points in Russia. You will see from this tariff, the rates are quoted from interior points in Russia to Triest, which includes the expense at the frontier for passengers who emigrate
5921 without passports from Russia. At the same time the Austro American Line have sent out the following letter to the agents doing Russian prepaid business;

"Enclosed we beg to hand you our tariff for Russian prepaid passengers. The rates quoted in this tariff include the rail fare from the interior of Russia to the port of embarkation in Trieste, and all expenses on the Russian-Austrian frontier to bring over the passengers even without passports. In case that the passenger has already a passport, the quoted rate will be less $5.00. The Company has made arrangements recently to the effect that Russian prepaid passengers will have any assistance by the Company's agents on the Russian front-
5922 ier, and will be carefully guarded and directed to the port of Trieste. As our passengers can avoid the annoyance of the Quarantine stations, and the rates quoted in our tariff are acceptable, we hope that you will be able to increase the prepaid business over our line."

"Signed, Phelps Bros. & Co., G. P. Agents."

We submit this to you for your information.

We also beg to enclose you herewith a copy of a statement made by Mr. J. Nelidoff printed in the American Orthodox Journal, which explains itself. We have been personally in good connection with Mr. Neli-

Petitioner's Exhibit 382

doff and have given him every assistance he required at the time he was here. This proposition made by Mr. Nelidoff is certainly of the greatest importance, as if it goes through, no Russian passenger will smuggle over the frontier, but go the regular way, and as Libau is so far the only port from which Russian steamers are going to the United States, it will increase the business so much that you will probably have a steamer every week. It was told to us, that only on account of this new emigration slips, the Russian Volunteer Fleet is starting again, and the "Wladyka" of the Russian Church in New York, has informed us that this question has already been taken up and has been decided in a favorable way, as he received a private letter from Minister Stolypin. 5923 5924

We also had a talk with the Russian General Imperial Consul, but he did not receive any information about it, and told us that he does not believe that this arrangement has already been made. We also have no faith in this because you would have notified us at once, but it is nevertheless a fact that this proposition has already been made and we hope it will be accepted by the Duma. In case you should need the views of the Russian Imperial General Consul, regarding this matter, the Vice Consul, Peter L. d'Adomovitch promised to assist us in this matter as much as possible, as he is entirely of the same opinion as Mr. Nelidoff is. Will you kindly inform us as soon as possible about this matter, and oblige, 5925

Yours very truly,

Copy to Copenhagen.

5926 **Petitioner's Exhibit 383.**

March 13, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to enclose herewith a circular of the North West Transport Company, which has been sent out yesterday afternoon. You will see from the same that the rate to Rotterdam is the same as ours, $28.00, but by booking a passenger to the interior, they have taken the rail fare that the Hamburg American Line quote,
5927 therefore the steerage rate of $30.00 to Hamburg is simply as a blind, as the rate to Posen from Rotterdam is $4.30, therefore it should be $32.30, while the rate quoted in this circular is $30.65. This shows that steamers going from New York are calling at Hamburg and land the steerage passengers, in order to obtain the cheaper inland fare.

We have called the attention of the Conference to this, and Mr. Sandford will take this matter up with the other lines. This is for your information.

Yours very truly,

Copy to Copenhagen.

5928

Petitioner's Exhibit 384.

5929

March 11, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Maintenance of Conference.—We beg to acknowledge receipt of the Company's esteemed favor of the 26th ult., and note the Company's remarks on the above subject.

Our Mr. Johnson has today had a talk with Secretary Sandford on this subject, and reaffirmed the Company's views as well as our protest to the effect that 5930
$500.00 for the Russian East Asiatic Steamship Co., to pay toward the maintenance of Conference is excessive and unreasonable, and we called the attention to the limited number of sailings, as well to other lines that have more frequent sailings and what they are paying and have been paying.

Mr. Johnson also suggested to Secretary Sandford that he communicate with the Standing Committee of the Conference, who has the matter in hand, and to present our Company's views to the Committee, with the request that the Committee modifies its views on the subject, so as to meet the views of our Company, viz., that $200.00 a year should be right and proper.

We will advise the Company further on this subject. 5931

Yours very truly,

5932 **Petitioner's Exhibit 385.**

March 12, 1909.

Confidential.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to inform the Company that in one of the German newspapers has been stated that the Russian Volunteer Fleet purchased 4 fast steamers from the Hamburg American Line in order to get the parcel post between Russia and New York.

5933 We also beg to inform you that one of Messrs. C. B. Richard & Co.'s employes stated to one of our employees that the Volunteer Fleet has definitely decided to go again into the New York during June and July. This is certainly not official, and therefore we only give you this information as we have received it.

Yours very truly,

5934

Petitioner's Exhibit 38o.

5935

Libau, 13/26th, February, 1909.

Y. O.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

We received your favours of the 11th inst. (6) and carefully noticed contents of same.

Maintenance of Conference: We look forward to your news in this matter.

Tariffs: We are glad to see that you are sending us by the s. s. "KOREA" Joint Tariffs No. 13, also the supplements Nos. 4 & 11.—However, we beg to refer to previous letters, in which we asked you to furnish us with tariffs, especially dealing with railway rates to places in the states of Massachusetts, Pennsylvania, Connecticut & Canada, and we look forward to a number of such tariffs, as we at present must take many rates from tariffs of other steamship lines and thereby loose much time. Besides you will have noticed that in more cases we have had to issue railroad orders without knowing the rate, which is a great inconvenience to our bookkeeping department. Please send the above mentioned tariffs by mail.

5936

We thank you for the circular sent out by the North-West Transport Line, and also note your remarks about the steamer "ESONIA'S" departure from New York; but as she has not yet arrived at your port we think that you will have to postpone the sailing till Saturday or some other day in the end of the week.

5937

Yours faithfully,

THE RUSSIAN AMERICA LINE,

RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

Initials undecipherable.

1919

5938 **Petitioner's Exhibit 387.**

Feb. 22, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

It looks from the present indication that we will not have enough passengers to go to Rotterdam, *i. e.*, it will not come up to the required amount, and we find it is unnecessary to notify the agents, as we did before, that we will only go to Libau, but book to Rotterdam just the same and transfer the passengers to the North
5939 German Lloyd steamer, the following day, whose rate is also $28.00 to Bremen, the same as ours is to Rotterdam.

Yours very truly,

Petitioner's Exhibit 388.

None.

5940

Petitioner's Exhibit 389.

5941

Feb. 20, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We have transferred about 15 to 20 passengers to other steamers. These passengers would not wait, even after we offered to pay their board for them at 75c a day till the "Korea" sailed. Having a week's time to advertise the "Korea" among the agents, we thought we would try to see if we could not get enough passengers for Rotterdam. You will notice from the en- 5942
closed pink sheet, #805, issued by Mr. Sandford, the small percentage of the business, and it may be that we will not be able to get enough business to stop at Emden, and if so, we will arrange to transfer these Rotterdam passengers to the North German Lloyd.

If we would be able to get 50 Rotterdam passengers for this sailing, we think it would be best to then stop at Emden. However, the "Korea" making the trip of 21 days from Libau to New York has caused quite comment among the different agents, claiming it is very difficult to give us business on a steamer like the "Korea" in comparison to other steamers sailing on the same day, and we will know better Mon- 5943
day or Tuesday, and shall then cable definitely whether the "Korea" will go to Emden, or to Libau direct.

We can readily understand it would be too expensive for us with only a hand full of passengers for Rotterdam to have the steamer go to Emden, and we will use our best judgment, so the Company is not placed to any unnecessary expense.

Yours very truly,

5944 **Petitioner's Exhibit 390.**

Feb. 19, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Company's letter dated 23/5 February to hand, and concerning the passenger Isreal Bobe, ticket #25-110, who has been deported on the steamer "Birma" and as you mention has not been paid to you, beg to state that you are incorrect, as on the first page of the Libau outward manifest report, is mentioned this ticket
5945 and paid to you, therefore we cannot credit you again for the same ticket.

We do not accept any deported aliens of the Russian Volunteer Fleet, unless Messrs. C. B. Richard & Co. pay the passage, and we have never done otherwise, but it could happen that Messrs. C. B. Richard & Co. would buy a ticket for a deported passenger, which was delivered to the passenger through Ellis Island, and the passenger being brought to the dock and placed on the steamer, and thereby we would not have the opportunity to take the embarkation coupon. Consequently, such a ticket could have been omitted to be credited.

5946 Yours very truly,

Petitioner's Exhibit 391.

5947

Registered.

Libau, 27/9, Feb. 1909.

Messrs. A. E. Johnson & Co.,
New York

Dear Sirs:

Your two favors of the 26th ult. duly to hand.

Prp. 8951/1210. On the 7/20th of October we advised this party to come forward by a registered letter, and same has not been returned to us. We are now writing them a special letter to-day to come forward by "Lituania" on the 17th prox. Their reply to hand we shall let you know.

5948

According to your information we have cancelled the following prepaid tickets, and you may refund the amounts stated below less usual cancellation fee:

133 Prp. 1406/21777.....$36.30
134 1377/21537 ..... 35.00
136 1000/4383 ..... 26.50
137 1092/11066 ..... 45.50
138 884/5836 ..... 86.80
(You state erroneously 844/5836.)
139 1063/17756 ..... 29.00
140 861/12375 ..... 23.87
(As this passenger has received from us Rb. 5. = $2.63).

5949

Infant rates. This question was discussed at Paris on the 4th inst., and we await the decision of the Continental Lines.

We note your remarks about "Arcadia's" eastbound passengers.

Yours faithfully,

The Russian America Line, Russia East Asiatic Steamship Co. Ltd.
Signature undecipherable.

P. S. Please find enclosed two prepaids receipts Nr. 1540 & 1657, and acknowledge receipt.

5950 **Petitioner's Exhibit 392.**

Libau, 23/5, February '09.
R. C.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

"Birma" eastbound brought a passenger Israel Bobe ticket 26/25110, who at the time arrived by s/s "Petersburg" of the Volunteer Fleet 21/2 '07, and now was deported on account of Section 21.

You have not credited us with passage, so you will
5951 kindly place $35, less your commission $5=$30—net to our credit, mentioning same in your next statement.

Also we should thank you not to accept deported aliens from the Volunteer Fleet, unless Messrs. Richards & Co. prepay the passage, which please confirm.

Yours faithfully,

The Russian America Line, Russian East Asiatic Steamship Co., Ltd.
Intials undecipherable.

5952

Petitioner's Exhibit 393. 5953

Libau, 20/2nd, February, 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

We have received your favours of the 26th December 8th ult. & 11th ult., and now beg to return *you* herewith some travelling agents' reports, which we have perused.

We very much appreciate your sending us newspaper clippings so that we are acquainted with the news of the emigration authorities at your port, and shall 5954
thank you to continue doing so.

Notice has been made what the department of Commerce and Labor at Ellis Island has written you, in reply to your request for 200 medical reports for our steamers.

We thank you for the five copies of your last circular *re* the "ESTONIA," and understand that you have sent 15 copies direct to Mr. Peters in Jena; we are also in receipt of five tables, showing the number of cabin and steerage passengers landed at the port of New York, during 1908.

Yours faithfully,

The Russian America Line, Russian East Asiatic 5955
Steamship Co., Ltd.
Initials undecipherable.

Enclosure.

5956 **Petitioner's Exhibit 394.**

Libau, 17/30th, January, 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

Your two favours of the 6th & 7th inst. are to hand, as well as a duplicate of a receipt from Messrs. Benham & Boyesen for $2860.98 to your credit.

Maintenance of Conference: We thank you for having made protest against paying more than $200.00 towards the maintenance of conference, and shall thank you to hold out for this amount as it is quite unreasonable that we should be charged even as large a share for 18 sailings yearly as the Anchor Line &c., and moreover twice as much as the Scandinavian America Line. We are looking forward with interest to your news in this question, and remain,

5957

Yours faithfully,

The Russian America Line, Aussian East Asiatic Steamship Co. Ltd.
Initials undecipherable.

5958

Petitioner's Exhibit 395. 5959

Libau, 18/31st, December 08.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

S. S. "ESTONIA": We have received your favor of the 4th inst., enclosing your list for the railroad orders per this steamer's 10th voyage, and we have passed the amount of same, viz. *$1907.28* to the credit of your account.

We note your remarks about the 10% commission, and do not fail to say that we were unaware of the re- 5960
strictions in regard to Winnipeg, Man., & Buffalo, N. Y.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
(Initials undecipherable.)

5961

5962 **Petitioner's Exhibit 396.**

Feb. 11, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of your cable reading, "Ectopia Rotterdam Masketls Langpoot Hundred they Labewein Emden" which means, engage passengers for Rotterdam (the third word is unclear to us, therefore we could not make it out) not less than 100 passengers, they will be landed at Emden. In
5963 reply we cabled you that the third word in this cable has been unclear to us, and we think we will only have about 40 Rotterdam passengers for the "Korea" leaving on Wednesday, as it is too late to again now advertise that she will stop at Rotterdam. We therefore have asked you in the same cable if the steamer "Korea" should stop at Emden, as we have written you before, we have decided that the "Korea" for this trip should not call at Rotterdam on account that we could not guarantee to have 150 passengers for this port, and therefore the agents have not tried to book Rotterdam passengers, and have given the same to other lines. The time for advertising the steamer that she will stop at Rotterdam is now any too late,
5964 as tomorrow is a great holiday, being the centennial of Abraham Lincoln's birthday, and also on Tuesday is going out the Rotterdam steamer and on Wednesday the White Star and Red Star steamers, and so the chances of having 100 passengers are very small.

By this opporunity beg to inform you that the steamer "Korea" has not yet arrived at New York, and as tomorrow Ellis Island, on account of the above mentioned holiday is closed, and we will not be able to land the steerage passengers before Saturday.

Petitioner's Exhibit 397

5965

As this steamer has so much cargo, after having a conversation with Messrs. Benham & Boyesen, we came to the conclusion that it will be quite impossible to have this steamer sail before Wednesday, and even this is not quite sure if Messrs. Benham & Boyesen will be able to load all the cargo by this date. It may also be possible that the steamer will not sail before Thursday, and we will inform you accordingly.

Yours very truly,

Petitioner's Exhibit 397.

5966

Feb. 11, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Company's Letter dated 14/27 to hand, and concerning the Rotterdam prepaid passenger, #4371, Mika Albert, who has been forwarded by the Holland American Line, according to our instructions, beg to inform you we have not advised this passenger to you, as the agent only by mistake issued our blank, and has sent in the amount required by the Holland American Line. We have asked at the time from the Holland American Line to bill this ticket to us, which they have failed to do, therefore we have asked them again to charge this to our account, and we will pay for the same.

5967

Yours very truly,

5968 **Petitioner's Exhibit 398.**

Feb. 11, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Company's letter dated 17/30 to hand, and concerning the maintenance of Conference beg to inform you that we have heard nothing further on this subject. All bills are held up by the Conference, until the decision in this regard will be made.

Yours very truly,

5969

Petitioner's Exhibit 399.

Feb. 11, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Company's letter of the 16/29 to hand, and noted your remarks regarding the Rotterdam prepaid 17759, reference 750, Rotterdam report 76, Aug. 11th.
5970 We have informed the purchaser accordingly and as soon as we receive the reply, we will let you know if this passenger will travel via Libau or not.

Yours very truly,

Petitioner's Exhibit 400.

5971

Feb. 10, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to the Company's letter of the 13/26, in reference to our considerable shortage in the Eastbound pool; of course you understand, we having so few steamers naturally makes us very short in the eastbound pool, compared with the other, particularly as you will notice from the pink sheets the small column of Eastbound travel at present. As soon as the Eastbound travel picks up, and we take a small differential, we ought to be able to make up part of this shortage.

5972

Yours very truly,

5973

5974 **Petitioner's Exhibit 401.**

Feb. 10, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to your letter of the 15th January, we are sending you herewith a notice from Mr. Lawson Sandford, Secy. of the Conference, from which you will see that the Cholera situation in Russia does not justify the raising of the quarantine restrictions.

Regarding the proposal that Dr. de Forest should
5975 examine the passengers before departure from Libau, so as to avoid the examination at Ellis Island, this is impossible as the regulation laws here demand all passengers to be examined at Ellis Island, regardless whether they are examined at port of embarkation, as each case is taken on its merits on arrival only.

We have tried with Dr. Doty at quarantine, who is very friendly with Dr. de Forest to assist and bring this about. He spoke about this to Washington, and we have written to Washington direct, but it seems that nothing can be done, unless Dr. de Forest in his own communication would suggest something about examining passengers at Libau for the Company, and even this suggestion we do not think will help any, and
5976 it will not stop the examination at Ellis Island, as stated above.

Yours very truly,

Petitioner's Exhibit 402. 5977

Feb. 10, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

In a conversation with Mr. C. L. Richard, of Messrs. C. B. Richard & Co., he stated that the "Voltuna" has left with 320 steerage passengers, and that she is to leave here about the 25th or 27th of February, but we think she is so slow that she will not go before the 28th. Under these circumstances we think it would be necessary for us to quote our rates to Rotter- 5978
dam of $28.00, and if we have not enough passengers to arrange with the captain of the "Estonia" to send a wireless to Rotterdam, and send the passengers in by tug-boat, as suggested in your letter of the 12/25th January, thereby saving port dues, etc.

Messrs. Benham & Boyesen up to the present time do not know if they will have any freight for Rotterdam. The outward business as you will see, is very quiet, and it is very difficult to say so far in advance if we will have 150 Rotterdam passengers or not.

Messrs. C. B. Richard & Co. will be the General Passenger Agents of the Northwestern Transport Line, which is the new name of the Old Continental Line. 5979

Yours very truly,

5980 **Petitioner's Exhibit 403.**

Feb. 10, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of your confidential communication of the 15/28, in reference to the Secretary of the Conference Lines sending us weekly statistics. The same will be treated strictly confidential.

Yours very truly,

5981 ———————

Petitioner's Exhibit 404.

Libau, 16/29th January, 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

We are in receipt of your three favours, dated the 15th inst., and thank you for the Transatlantic Passenger Conference report No. 800, and are pleased to see that the purser of the steamer "Estonia" has re-
5982 ceived two copies of the annual report for the year ending June 30th, 1908, one of which we will send to our Copenhagen friends.

We note the contents of the circular from the United States Custom Service, and will instruct our captains in accordance with same. However, we think it better to give the officers meals as heretofore.

Yours faithfully,

THE RUSSIAN AMERICA LINE.
RUSSIAN EAST ASIATIC STEAMSHIP CO., LTD.
Mr. Robert Chrishaufin.

Petitioner's Exhibit 405. 5983

Y. O.

Libau, 16/29 January, 1909.

Prepaid Business.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

From your favor of the 15th inst. we unfolded two lists of prepaid tickets, for which application have been made for cancellation and refund, and enclosed you 5984
will find our statement of Libau prepaid passengers with the information desired.

We have sent a copy of the list of Rotterdam prepaid tickets to the Holland America Line, with the request to advise you direct, as we do not know whether the passengers have received any money from the said line. We have also asked them to refer to the numbers on the right-hand side of the page.

Enclosing 11 receipts from prepaid passengers as per statement attached herewith, we remain.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
Russian East-Asiatic Steamship Co. Ltd. 5985
Paul
Signature undecipherable.
Feb. 10, 1909.
3 (undechiperable)
Enclosure.

5986 *Petitioner's Exhibit 405*

REFUND OF PREPAIDS.

(Number given by you.)

	Pp.	11895,	ref.	515,	rep.	38:	(No. 100)	$63.00	may	be	refunded
	"	13593,	"	1037,	"	86:	" 102	$34.00	"	"	"
	"	13684,	"	901,	"	78:	" 104	$34.00	"	"	"
	"	6821,	"	752,	"	70:	" 105	$50.75	"	"	"
							(as we have paid the amount of Ro. 8.00 on the 23/7)				
	"	14359,	"	899,	"	78:	" 107	left by "Russia" 3rd			
	"	12145,	"	1696,	"	89:	" 111	$44.00	may	be	refunded
							(as we refunded Ro. 4.20 on the 27/9 to passenger)				
5987	"	14485,	"	761,	"	70:	" 112	see our letter of 29/11-1			
	"	14452,	"	583,	"	43:	" 113	" " " "			yesterday
	"	11082,	"	963,	"	83:	" 115	" " " "			29/11-1
	"	10153,	"	523,	"	39:	" 116	$71.81	may	be	refunded
	"	7208,	"	1001,	"	85:	" 117	$35.50	"	"	"
	"	21475,	"	1376,	"	100:	" 118	$40.00	"	"	"
	"	17603,	"	871,	"	77:	" 119	$31.50	"	"	"
	"	13193,	"	1257,	"	95:	" 122	$39.65	"	"	"
	"	17563,	"	925,	"	79:	" 123	$37.15	"	"	"
	"	10935,	"	692,	"	64:	" 124	$212.80	"	"	"
	"	8413,	"	675,	"	62:	" 125	$80.00	"	"	"
	"	21231,	"	1189,	"	92:	" 126	as per our letter of 10/23			
							—11	$ 64.75 could be refunded			
5988	"	21771,	"	1323,	"	97:	" 127	$116.00	may	be	refunded
	"	17317,	"	902,	"	78:	" 131	$ 31.50	"	"	"
	"	9431,	"	1167,	"	92:	" 130	$102.25	"	"	"

THE RUSSIAN AMERICA LINE,
RUSSIAN EAST ASIATIC STEAMSHIP CO., LTD.

Copy to Copenhagen.

(Pencil notation on page 2.)

Enclosure to Messrs. A. E. Johnson & Co.

(Ink Notation.)

1464/17527, 1510/21684, 1511/21685, 1517/1583,
1541/16544, 1545/16549, 1551/17661, 1504/21251,
1572/21540, 1616/21196, 1619/21252.

M. L. SUECK.

Petitioner's Exhibit 406. 5989

Libau, 13/26 January, 09.

Messrs. A. E. Johnson & Co., R. C.
27 Broadway, New York.

Dear Sirs:

We are duly in receipt of your favor of the 2nd inst. and note with interest all you write about the measurement of the "Birma." Next deck above Nr. 1 1422.11 ft. you calculate to 80.11 passengers, whereas we get the figure 79.01 when dividing by 18. Please let us know, how you arrive at your figure.

We have had the "Korea" measured here and came 5990
to the following result:

All decks are more than 7' high.

Deck space 11831.83 sup. ft. divided by 5 = 2366 passengers.

Dining room 3168.58 sup. ft.
2 Hospitals 387.50
4 Washrooms 712.30
8 W. C. 430.50

Lowest passenger deck Nr. 1 3007.22:21' = 143.-20 passengers.

	2	4848.	230.90
	3	2531.42	120.54
Next deck above	4	2934.80	139.75
Alloways	3	2680.45	148.91 5991
next deck above	3	439.60	24.42
	4	2310.01	128.34
		Total	936.06 passengers

and we are now anxious to learn how the result of the American Inspection will turn out, which please let us know at your earliest convenience.

We intend to take the "Korea" out of this line after her present trip, and have therefore made the necessary alterations as slight as possible.

5992 *Petitioner's Exhibit 406*

We sincerely hope you will see your way to engage a larger number of passengers than 150 for Rotterdam and also to push the eastbound Libau-business in order to fill up the considerable shortage, which we are having for the present. We note that for the present only the American Liverpool, Anchor, Dominion and Donaldson Lines are charging $28 to Rotterdam, whereas all the other lines charge from $30 to $37.50 which we hope will assist you in your efforts to secure our share.

Yours faithfully,

THE RUSSIAN AMERICA LINE,

RUSSIAN EAST ASIATIC STEAMSHIP CO., LTD.

5993 (Signature undecipherable.)

P. S. Yours of the 26th ult. is also to hand and we thank you for the U. S. Passenger Act 1908, sent us by same.

Copy Copenhagen.

5994

Petitioner's Exhibit 407. 5995

Feb. 9, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to refer to the Company's letter dated 14/27 January. Regarding the mentioned prepaids, beg to inform you that the same were advised to you under the following dates, reference numbers and reports:

Prepaid 17201, reference 1547, report 106 Dec. 31st.
" 21304, reference 1855, report 110, Jan. 30th. 5996
" 16554, reference 1714, report 109, Jan. 21st.
" 17401, ref. 894, Rotterdam, rep. 81, Sept. 3rd.

Regarding prepaid 17202, we will refer to this later on as the agent who sold this prepaid ticket has not been able to inform us whether this passenger can travel or not. He has sold this prepaid ticket on installments, and has only received a deposit for the same, but not yet the full payment.

In reply to your request, if it would not be possible to furnish you with the advise of prepaid tickets in time that you would be able to know what to do with a prepaid passenger when they call or write to your office, we are sorry to be compelled to inform you that 5997
it cannot be done, as many good agents are doing a large business with peddlers who sell the prepaid tickets on installments, taking a deposit and collecting from the purchaser weekly, certain amounts until the full payment is made. By dealing with these peddlers the agent has to give him at once the original certificate, and as the agents are bonded to us, there is no risk for the Company regarding the same, but to discontinue the dealing with these kind of agents would hurt the business, as a great number of good agents deal with peddlers, and we don't think that it would be advisable to cut the same out.

5998 *Petitioner's Exhibit 408*

In case you have inquiries of prepaid passengers, which are not advised to you, will you kindly inform them that their ticket has not yet been advised, therefore they cannot be forwarded. In case a prepaid passenger will call personally at your office, and the ticket has not been advised, you may cable us, and we cable you back what to do, as you have no expenses on the same, because the agent has always to pay the expenses for cabling when he does not advise a prepaid in time.

Yours very truly,

5999

Petitioner's Exhibit 408.

Libau, 9/22nd January, 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

We are in receipt of your favor dated the 8th inst., and thank you for the information that the British Lines and the Scandinavian Line as well as all lines of the North Atlantic Conference have raised the in-
6000 fant rate from $1.00 to $2.50 plus $4.00 head tax. We fully agree with your remarks and have asked the pool secretary whether the Continental Lines intend to do the same step; in such case we are willing to raise our rate accordingly.

As soon as possible we shall inform you of the result of our negotiation, and meantime remain,

Yours faithfully,

THE RUSSIAN AMERICA LINE,
RUSSIAN EAST ASIATIC STEAMSHIP CO., LTD.
(Signature undecipherable.)

Petitioner's Exhibit 409. 6001

Libau, 8/21st January, 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

As we have received enquiry from the pool secretary at Jena for some copies of our prepaid tickets at Rotterdam, we shall thank you to send us a few cancelled tickets.

Yours faithfully,

THE RUSSIAN AMERICA LINE,
RUSSIAN EAST ASIATIC STEAMSHIP CO., LTD. 6002
(Signature undecipherable.)

6003

6004 **Petitioner's Exhibit 410.**

February 2, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Prepaid 11,482, ref. 416 Rotterdam, rep. 54, March 30th.

On Oct. 3rd we wrote to Messrs. Ruys & Co., regarding this prepaid ticket, that the passenger on the same claimed she was charged with Ro. 24.00 at Illowa. The passenger wants an explanation why she
6005 was charged the Ro. 24.00, as the ticket was paid from Illowa through to Indianapolis. We presume that this charge is on account that the passenger had to go via Basil, but we have asked them to give us the information about this.

On Oct. 16th we received from Messrs. Ruys & Co. the following answer: "In reply to the last paragraph of your letter beg to say we cannot explain why this passenger was charged Ro. 24 at Illowa. She received her instructions at the time from Messrs. Knie Falk & Co. We also do not know whether this firm has sent her the money which was due to her for the European rail fare."

6006 The agent who sold this ticket now sends us the enclosed letter, asking for refund of this amount, therefore we would be obliged to you if you would be able to give us some information regarding this case, and oblige,

Yours very truly,

Petitioner's Exhibit 411.

6007

Jan. 30, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Company's letter dated 5/18 January to hand, and contents noted.

We thank you very much for the statements of our Rotterdam prepaid passengers via the Holland American Line, and beg to inform you that Messrs. Ruys & Co. have already been so kindly to furnish us with the same.

6008

Concerning the advance of rates, we will follow your instruction and telegraph you briefly as soon as we consider it advisable to advance our outward rates, but for the present time we consider it would not be reasonable to advance the same, as the rates for the other lines are for the present time unchanged, and the difference between our rate and the rate of the Holland Line is only $2.00, and the American and White Star Lines quote $35.40 to Libau, which means only 40¢ more than our rate. Certainly it should be taken into consideration that our steamers go direct to Libau and the passengers do not have to change at Liverpool or Southampton, which is inconvenient for passenger, but taking into consideration the different steamers, and the time of the ocean trip, we cannot require from passengers to pay us a higher rate than other lines charge.

6009

These are our views in the matter, and we think it will meet with your approval.

In the latter part of this month we have again had so many inquiries about the steamer "Russia," for example, the enclosed letter, therefore we will kindly ask you to inform us if you intend to put this steamer again in the trade later on, and in which month. We

6010 *Petitioner's Exhibit 412*

always tell our customers that this steamer will be again in trade in the month of April, when immigration will pick up, but we would be very much obliged to you if you could inform us about your views in regard to the same.

Yours very truly,

Petitoner's Exhibit 412.

Jan. 28, 1909.

6011

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

According to the advertisement in the New York Journal of Commerce, the steamship "Volturno" is to sail Feb. 27th, and the "Avoca" March 13th, to Rotterdam and to Hamburg, from New York. This seems to be a revival of the New York & Continental Line, under a different name.

Request has been made by the Continental and North Atlantic Lines to reissue a special circular to agents, calling attention to the importance of the Continental Conference.

6012

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 413.

6013

Libau, 5/18th January, 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

Today we received your five favors of the 5th inst. and contents of same have our attention.

Enclosed we beg to send you copies of conference statements Nos. 28 and 29, and will ask the pool secretary to furnish your good selves with a copy of the future reports.

We thank you for copies of correspondence, ex- 6014
changed with Mr. Lawson Sandford in reference to maintenance of Conference, and fully agree with your view upon the question, as the charge of $500 to our Line is certainly far too heavy as compared with the charges to the other lines; as proposed by you we consider an amount of $200 to be reasonable.

S. S. "BIRMA": Kindly excuse the mistakes in the statement of passengers per this boat, and we do not fail to say that the notations in our records are right and only the advice to you has been made falsely.

We thank you for the copy of "New York Herald" from which note with great interest what Emil Boas writes about "Hard Times in Ocean Traffic." This 6015
newspaper we are passing on to our Copenhagen friends.

Yours faithfully,

THE RUSSIAN AMERICA LINE.
RUSSIAN EAST ASIATIC STEAMSHIP CO., LTD.
F. Schestakorsky.

6016 **Petitioner's Exhibit 414.**

Libau 29/11th January, 1909.

Messrs. A. E. Johnson & Co.
27 Broadway, New York.

Dear Sirs:

We are in receipt of your favor of the 18th ult. in regard to the American measurement bill and note what you write. However, we have not received your favour of the 17th September, referred to in your letter, and as the copy of the bill from Secretary Smyth in Liverpool not yet has reached us, we had to
6017 ask him by wire to send us the copy at once, and no doubt will receive same in time for the steamer "Korea."

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
F. Schestakorsky.

6018

Petitioner's Exhibit 415.

6019

New York, Jan. 25, 1909.

S. S. "Estonia."

Lowest Passenger deck		First deck above		Second deck above.	
#1	75.64	#1	93.63	Poop	50.98
#2	112.51	#2	96.60		
#3	76.32	#3	159.86		
		#4	102.63		
		#5	82.39		
	264.47		535.11		50.98

6020

Lowest passenger deck	264.47	
First deck above	535.11	
Second deck above	50.98	
	850.56	passengers.
Bath & Toilet & Laundry	35.94	
Lounging & Smoking room	9.23	
Hospital	36.71	
Total	932.44	passengers.

Open deck space 1438 passengers.

6021

Petitioner's Exhibit 416.

Omitted.

6022 **Petitioner's Exhibit 417.**

Copenhagen 12th Sept. 08.

Sent 12/9/08.

Percentage children far too high

maschero

you must

umorale

do your utmost

rapsabar

endeavor to get a reduction
Percentage Russia

6023 perlines

what are your prospects
apply Captain

talcium

telegraph us
coal consumption out voyage.

6024

Petitioner's Exhibit 418.

6025

Cophenhagen 12' Sept 08.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday, also telegrams exchanged since as per copy enclosed.

According to your request we have instructed Libau to quote the rail fares from New York at the same rate as the other conference lines, and we are in the meantime looking forward to the tariffs you mention in your telegram.

6026

We wired you today that the percentage of children amongst your passengers is far too high, and as we according to our agreement with the Conference have to pay a certain amount per soul—not per whole ticket —it is most essential that we get as many adults as possible and request to do your utmost to get the percentage of children reduced. One of the reasons for the high percentage is the prepaid business as the greater proportion of prepaid tickets are sold to wives with their children so you would oblige us by taking the necessary steps to control this business with the object to reduce the number of children of each ticket.

s. s. "Russia." At the same time we asked you the prospects for this steamer, and also to kindly apply to Captain Neumann requesting him to telegraph us the quantity of coals consumed per day on the out voyage.

6027

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKEKOMPAGNI.

(Signature undecipherable.)

6028 **Petitioner's Exhibit 419.**

WESTERN UNION CABLE MESSAGE WESTERN UNION.

THE WESTERN UNION TELEGRAPH COMPANY.

Send the following message, subject to terms and conditions printed on back hereof, which are hereby agreed to.

To

Orient

Cophenagen

Rancidity quote prepaids rates otherwise accurately business with Conference agents taligalle.

6029 JOHNSON.

Petitioner's Exhibit 420.

THE ANGLO-AMERICAN TELEGRAPH COMPANY.

Cablegram received at No. 8 Broad Street (Stock Exchange Building) 47K Copenhagen 9

Maxolof, N. Y. Sep. 4, 1908.

Prepaid periplum crillaron Conference

Talgfett.

6030 Orient

(D6. 55 A. M.)

Translation—we propose 35—if there is no objection telegraph what you have done.

Petitioner's Exhibit 421.

6031

Copy of telegrams exchanged with Maxolaf, New York.

Copenhagen, 29th Sept. 1908.

Sent 29/9/08.

Mascled

We must
pay Pool

Isoclinic

£2,000
because

Hafertanz

we have
had

6032

Maforte

too many
eastbound Emigrants

Rancidity

we recommend

Ecstacy

do not engage

Maforte

too many
Rotterdam but chiefly Libua avoid as far as possible children.

6033

Petitioner's Exhibit 422.

Omitted.

6034 **Petitioner's Exhibit 423.**

Copenhagen, 4th Sept. 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your 3 telegrams of same date, for which we beg to thank you.

s. s. "Estonia." We note that this steamer has left New York on Wednesday at 3 o'clock with 10 cabin and 154 steerage passengers for
6035 Libau, 19 cabin and 298 steerage passengers for Rotterdam.

Prepaids. We thank you for your telegram asking us to quote a rate for prepaids, and we note that you think it is likely to effect your business with the Conference agents, if we do not quote a rate, why we wired you that we propose to quote $35—if the Conference Lines have no objections, which we herewith beg to confirm. At the same time we asked you to telegraph us what you have done, and we now await your reply.

Meantime, we remain, dear Sirs,

Yours faithfully,

6036 AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI
(Signature undecipherable.)

Petitioner's Exhibit 424.

6037

Copy of telegrams exchanged with Johnson, New York.

Copenhagen, 5th Sept. 1908.

Received:

all
lines
Rochegott
accept the rates
Orillaron
$35.
including
6038
head tax
Rabulice
At what rate
Quojatis
shall we quote
from
Rotterdam
all
rates
Adhalanti
you ought to arrange
abroad

6039

Sent:

Schistic
Do not sell
prepaids
Rotterdam
outwards
steamers
Cabreront
will not call

6040 **Petitioner's Exhibit 425.**

Copy of telegrams exchanged with Johnson, New York.

Copenhagen, 2nd Sept. 1908.

Received:

21st August: If you want stop booking prepaids for some time to come we recommend increase the rates from Rotterdam
$30.
Libau
$37.
6041 additional
$4.
head tax
this will be
prohibitive rate
otherwise agents public
will lose confidence in line
What is the reason?
Why did you take?
this position

27th August: We advance outward rate twenty-eight dollars same as British lines
Continental Lines instructed
6042 withdraw competition stating reached agreement with us we congratulate you.

Petitioner's Exhibit 426.

6043

Libau, 19/1, September, 1910.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Sailing list 1910. Enclosed we beg to hand you list of proposed sailings for the remainder of this year, from which you will please note that we have been able to arrange Saturday as sailing date for the departures from yours.

We also draw your attention to the fact that "Birma" will be the Christmas steamer, arriving at 6044
Rotterdam on the 9/22 December, and as we understand that this steamer has gained a good reputation amongst the traveling public, we trust you will be able to secure a fair number of passengers for her. The "Russia" 15 has been fixed to leave yours on the 11/24th of December (Christmas evening), but we have no objection to your despatching the steamer a few days sooner or later as you might deem it profitable.

Please let us have some copies of the new sailing lists you are going to issue.

Eastbound call Rotterdam. We beg to refer to previous correspondence, by which we requested you not 6045
to order the steamers to Rotterdam, unless you can engage 75 passengers, but nevertheless you let the "Lituania" call with 64 souls only, about which we are awaiting your explanation.

For the approaching winter season we have again secured so many agriculturals, that our boats will hardly get any space left for R'dam cargo, and under these circumstances it will not pay to call at R'dam unless you can secure 100 adults (not souls) which please note.

6046 *Petitioner's Exhibit 426*

Especially we direct your attention to the approaching trip of "Lituania" (18). She is fixed to leave yours on the 18/1/10, and if any way possible we should like to despatch her from here on the 2/15th of October. Therefore, if you cannot make the call at R'dam pay, the steamer must call at Newcastle o/T for bunkers on her direct way to Libau, and we shall instruct the Captain to do his utmost to reach Libau on the 30/13th of October. Otherwise the "Estonia" will be despatched as substitute.

6047 It goes without saying, that when the steamers are ordered to bunker at Newcastle o/T, they shall only take enough coals at yours to safely reach that port, and we should thank you to draw the attention of our Captains to this fact.

On account of our rather considerable undercarrying eastbound we are in negotiations with the other lines to have our steamers appointed fighting ships against the North West Transport Line, and shall advise you of the result in due course.

Yours faithfully,

THE RUSSIAN AMERICA LINE,
RUSSIAN EAST-ASIATIC STEAMSHIP CO.
Initials undecipherable.

Encl.

6048

Petitioner's Exhibit 427.

6049

Libau 3/16th. June 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

s/s "Lituania." We beg to confirm our yesterday's telegram as follows:

"Do not delay Lituania unless small committee guarantee demurrage," from which you will have understood, that we do not want you to postpone the departure of the "Lituania"* unless you get sufficient guarantee from the small committee, that they will indemnify us for demurrage of the steamer. 6050

There is some difficulty in getting the demurrage on the "Estonia" refunded, and we shall therefore ask you to kindly never postpone the departures of our steamers without having obtained our consent.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Signature undecipherable.

*Pencil notation; or any future steamer.

6051

6052 **Petitioner's Exhibit 428.**

Libau, 2/16th June 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We beg to acknowledge receipt of your two favours of the 2nd June, and note what you write *re* the reduction of rate, at which the Hamburg-American Line complained.

Your information that the steerage rate for "Russia" to Rotterdam has been fixed to $25.00 by the
6053 small committee and that we will get the difference between this rate and our regular rate, refunded by the conference, has our best attention.

Yours faithfully,

THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Signature undecipherable.

6054

Petitioner's Exhibit 429.

6055

Copenhagen, 15' September 08.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We beg to acknowledge receipt of your favours (1) of 2nd (3) of 3rd and (1) of the 4th inst and copy of your letter of 4th inst. to Messrs. Ruys & Co., Rotterdam.

Conference. We thank you for copies of communications with the secretary, which have our best attention.

Sick Passengers. We note that you have deposited 6056
on account of Dr. C. C. Young $330—with the Commissioner of Ellis Island to cover the expenses in connection with the party referred to.

Base Barenbaum. Claim $18 for lodging and $7 for Ry. fare in Europe. We note contents of your communications *re* this matter.

Prepaids. We note you have fixed the prepaid rate from Libau to New York to $35.00 including head tax and that all lines agree hereto. We further note that you are going to advance the second cabin rates prepaid from Libau to New York about $2.50 per head.

Your remarks as to agents have our best attention. 6057

Sailings. We willingly admit that Saturday perhaps is not a good sailing date, we have, however, fixed this day because the stays at yours then would not be so long, as steamers leaving Libau on Tuesday would arrive at New York on Mondays or Tuesdays.

Therefore, in order to fix another day we shall be glad to hear when you whether you think you will be able to despatch steamers on Fridays in case of their arrivals on Mondays/Tuesdays or if this stay will be too short for you. With regard to Tuesday as sailing date, you will note that the steamers stay at

6058 *Petitioner's Exhibit 430*

New York will be a week or more in which case we shall not be able to entertain the service with two active steamers and one reserve steamer.

Please therefore let us have your kind reply, whether you can recommend the Friday and oblige.

Yours faithfully,

C. S. Sannizthat.

AKTIESELSKABET
DET OSTASIATIASKE KOMPAGNI.

6059 **Petitioner's Exhibit 430.**

Western Union — Cable Message — Western Union.

THE WESTERN UNION TELEGRAPH COMPANY.

Send the following message, subject to terms and conditions printed on back hereof, which are hereby agreed to.

To
Orient
Copenhagen.

6060 Conference Lines cabled Peters as follows eastasiatic apply for admission is this contemplated and on what terms.

JOHNSON.

Petitioner's Exhibit 431.

6061

Western Union — Cable Message — Western Union

THE WESTERN UNION TELEGRAPH COMPANY.

Send the following message, subject to terms and conditions printed on back hereof, which are hereby agreed to.

To
Orient
Copenhagen.

Cable received to admit eastasiatic. 6062

JOHNSON.

Petitioner's Exhibit 432.

AKTIESELSKABET DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company, Limited)

Copy of telegrams exchanged with Johnson, New York. 6063

Copenhagen 1st September, 1908.

Received

1) Conference lines, cabled Peters as follows East-asiatic apply for admission is this contemplated and on what terms.

2) Have applied for admission will be accepted this evening.

6064 **Petitioner's Exhibit 433.**

Copenhagen, 3rd September, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favor of 24th ult. with enclosed report from The Transatlantic Passenger Conference, also of your various sailing lists, contents of which have our best attention.

Yours faithfullyy,
AKTIESELSKABET
6065 DET OSTASIATISKE KOMPAGNI.
Initials undecipherable.

Petitioner's Exhibit 433-2.

Copy

27th August, 1908.

Messrs. A. E. Johnson & Co.
New York.

Dear Sirs:

6066 We were just going to telegraph you about the admittance of the Russian East Asiatic Steamship Co. to the Conference when we received your cable as per inclosed copy informing us that you had advanced the outward rate to 28 dollars same as the British Lines and Continental Lines, to which we are agreed. We are obliged for your kind congratulations and hope that by the new arrangement we shall see our expectations with regard to the future fulfilled.

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI.
Signed Chr. Schmiegelow.

Petitioner's Exhibit 433-3. 6067

Copy

1st September, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of 28th ult. and are in receipt of your 2 telegrams of yesterday as per copy enclosed, for which we beg to thank you.

We note that you have applied for admission and that this has been granted yesterday evening. As re- 6068
gards the terms, these are usual Conference terms.

We await your Mr. Johnson to arrive here any moment, and we will use this opportunity to talk the whole position over and to arrange everything not yet settled with him.

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI.
Signed Chr. Schmiegelow.

6069

6070 **Petitioner's Exhibit 434.**

Libau 18/31st, May, 1912.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Learning that the Uranium Steamship Co., are despatching their "Volturno" on June 6th, which is the day of departure of our T. S. S. "Kursk" we wired you authority to accept the rate for steerage passengers for Rotterdam, of $25—against the usual commission of $2, and are now looking forward to your
6071 confirmation. Copy of telegram enclosed.

We are, dear sirs,

Yours faithfully,

THE RUSSIAN AMERICA LINE,

(Initials undecipherable.)

Petitioner's Exhibit 434-2.

THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

Libau, 17/30/5 1912.

6072 Copies of telegrams exchanged with Maxolaf, N. Y.

Maxolaf	
New York	Kursk
Jalysus	6th June
	Rotterdam
	steerage
oribasus	$25
	Commission
opshellers	$2
taliation	telegraph confirmation

Petitioner's Exhibit 435.

6073

Copenhagen 22' Sept. 08.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your favours (2) of 9th inst. & (1) of 11th inst. duly to hand, the contents and various enclosures of which have our best attention.

Congressional Information Bureau at Washington. Regarding your proposal that we should subscribe to this Bureau we think we had better not take any decision at present, but postpone the question until we 6074
have learned how the present arrangement works.

Advertisements. We are glad to note, that you have cancelled advertisements in various papers, so that advertising expenses of the line futurely will be considerably reduced.

Pictures of "Russia." We are much obliged for your sending us a tin picture of the "Lusitania" by the "Russia" and shall revert to the matter when the picture to hand.

Prepaids from Rotterdam to New York. We note your correspondence with Messrs. Ruys & Co., as to the forwarding of prepaid passengers booked before the Pool-agreement was made, and in reply beg to 6075
say, that the Russian-America Line are negotiating with the Holland-America Line regarding the forwarding, and as you now will be aware, already some prepaids were shipped by the "Ryndam" and the "Statendam" of the Holland-America Line, respectively on the 11th and the 19th inst., so we trust this question will be settled satisfactory to all parts.

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI.
Signature undecipherable.

6076 **Petitioner's Exhibit 436.**

Copenhagen, 30' Sept. 08.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We thank you for your favours of 19th (2) and 21st inst. (1) with cuttings of the American newspapers and for your yesterday's telegram.

Pool. We are glad to note from your telegram reading: "Telegram to hand and it has every attention act accordingly," that you are the doing your best to
6077 limit the booking of steerage passengers for Rotterdam and as far as possible to avoid booking of children.

Cholera. We have requested Libau to keep you informed as to the decease. In the meantime we can only say so much for your guidance that so far we know the conditions have improved considerably over there.

s. s. "Russia." We note that only 298 steerage passengers left by this steamer.

Russian Passport. We have read the cutting the newspaper with great interest, as it no doubt would be highly in favour of the Russian America Line, if the passports were done away with.

6078 Yours faithfully,

AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI.
(Initials undecipherable.)

Petitioner's Exhibit 437.

6079

THE ANGLO-AMERICAN TELEGRAPH COMPANY.

Cablegram received at No. 8 Broad Street,
(Stock Exchange Building), New York.

Sept. 20, 1908.

23K Libau 7/6
Maxolaf, N. Y.

Railways chauclos as Pooline
(D 3:06 P. M.)
Notation in ink:
Chauclos 6080
What commission will be allowed to us railways as pooline.

Petitioner's Exhibit 438.

THE WESTERN UNION TELEGRAPH COMPANY.

Send the following message, subject to terms and conditions printed on back hereof, which are hereby agreed to.

Orient, 6081
Copenhagen.

Have applied for admission. Will be accepted this evening.

JOHNSON.

6082 **Petitioner's Exhibit 439.**

Copy of telegrams exchanged with Johnson, New York.

Cophenhagen 25th August, 1908.

Received:

Tahonas	Your telegram to hand and acted accordingly
	Russian
	Military
	Attache
	asks
Laidvate	When will—leave
6083	Russia
Oblimatus	during the month of October
Taligalees	telegraph in any case
	Holland
	Line
	quoted
	rate
	against
	us
Orgiastic	$23,
Feldbinds	we will follow

Sent:

	Russia
6084	no
Saporabas	sailings during October
Elemina	expected to leave
	Libau
Obmovetis	26th day of October

(Attached slip reads as follows:)

Aktieselskabet
Det Astasiatiske Kompagni
(The East-Asiatic Company, Ltd.)

Enclosure for:
Johnson,
N. Y.

Petitioner's Exhibit 440.

6085

CABLEGRAM.

THE COMMERCIAL CABLE COMPANY

"VIA COMMERCIAL."

Orient,
Copenhagen.

Continental Lines Jelunga Roodsteen outward Red Star roundhand pool reduced rates against Volunteer Orgiaque Volunteer now Orgeasum Scartiate Russia rancidity follow volunteer najade taligalee. 6086

JOHNSON.

6087

6088 **Petitioner's Exhibt 441.**

Libau, 31/13th August, 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We thank you for the corrected addresses submitted in your favor of the 26th ult. for prepaids No. 13285 and 18523.

"Birma." We note that you have fixed Saturday the 21st inst. as day of departure from New York.

"Estonia" against "Volturno." Referring to the
6089 letter from the Small Committee sent us by your favor of the 26th ult. we do not fail to point out that contents of the same only confirms what we have previously asserted, viz. that the committee only *recommends our claim* for the expenses in connection with the delay to the consideration of the pool lines, but does not afford any guarantee as to the refund of these expenses.

Prepaid 13866/3647. We regret the mistake in writing out the address on the envelope of the letter of advice for this prepaid and ask you to kindly excuse the error.

North West Transport Line. We thank you for the information *re* this line.

6090 *Posting of Letters.* We shall thank you to give this matter your best attention as we lately only have received several of your letters 17-18 days after their having been posted; your letters under reply were thus posted on the 26th ulto. and came only to hand today, *i. e.* after 18 days.

Prepaid 17666/3321. With further reference to your favor of the 10/23rd ult. we request you to kindly inform us, whether this passenger claims to have paid the head tax at Libau or to the agent at Suwalki and with how much. We do not fail to say

Petitioner's Exhibit 441

6091

that *we* of course have not collected any head tax here at Libau.

We duly received your telegrams of the 11th (1) and 13th inst. (3) in accordance with which we are paying as follows for your account:

Ro. 60—to Sura Nezwetzka, Naschelsk, Gub. Warschau.

$25, to Prepaid No. 8136 Dinsberg.

$25, to Prepaid No. 13870 Cyrlin.

$25, to Prepaid No. 16683 Riwke Skhrewsky.

We further note that we may forward Jossia Adam c/o Karlsberg Spiro and that we may pay for your account Ro. 60 to this passenger. We have made inquiries at Karlsberg & Spiro, but they do not know anything of this passenger. We are however keeping in constant touch with them, for the case she should turn up later on.

6092

In reply to your telegram requesting us to cancel prepaid *22716* Sirczak we had to wire you that we do not know anything of this prepaid, as same has not yet been advised. We take it that you have collected for our telegram expenses.

Yours faithfully,

THE RUSSIAN AMERICA LINE,

THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

(Name undecipherable.)

6093

6094 **Petitioner's Exhibit 442.**

C. R.

Libau 28/10 November, 1909.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

In reply to your telegram:

"Advise by telegraph what do you prefer Estonia
"fighting steamer in which case we can secure 400
"Rotterdam passengers or shall we send direct Libau
"we have not Rotterdam freight. we telegraphed you:
6095 "prefer Estonia fighting steamer" which we herewith beg to confirm.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
C. R.

6096

Petitioner's Exhibit 443. 6097

Libau 27/9th Aug. 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Referring to your letters of the 21st and 27th ult. *re* the "Estonia" against the "Volturno" we beg to inform you that it is the Cunard Line, that is objecting to our claim for the expenses incurred by delaying our S/S "Estonia" in order to fight the "Volturno" to the very last moment.

We are however now informed by Secretary Peters 6098
that he has good hope that also the Cunard Line yield to our claim.

We do not fail to point out that you are mistaken in stating that the Small Committee has power to act in all such cases as those in question. According to "Minute 22" the Small Committee can only reduce rates but not allow extra commission, refund of extra expenses &c., wherefore we shall thank you to refer all questions *re* extra commission postponement of steamers and other matters, in which the committee has no right to decide, for our decision by wire, so that we do not risk to get any trouble later on in getting our extra expenses refunded.

Yours faithfully, 6099

THE RUSSIAN AMERICA LINE.
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO.

(Name undecipherable.)

6100 **Petitioner's Exhibit 444.**

Libau, 21/3. Sept., 1909.
R. C.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Enclosed we beg to hand you copy of our today's letter to Mr. Peters, from which you will note that we do not agree to our steamers being used as fighting ships, unless the Lines refund us the full difference.

Asking you to kindly act accordingly we remain, Dear Sirs,

6101 Yours faithfully,
THE RUSSIAN AMERICA LINE.
RUSSIAN EAST ASIATIC.
STEAMSHIP CO. LTD.
(signed) F. Schestakovsky.

(Pencil Notation):
Mr. Straus
Encl.

Herrn H. Peters, 21/3 September 1909.
Jena. R. C.

"Birma" als Kempschiff ab Newyork 8/21 August.
Aus einem Briefe unserer Newyork Agenten scheint es herverzugehen, dass die Linien uns nur $6.— pro
6102 1/1 verguten, obwohl unsere rate $31.— nach Rotterdam und $38.— nach Libau betrug gegen eine Kampfrate von nur $24.—

In dieser Gulegenheit erlauben wir uns zu bemerkon, dass wir uns durch "Byelaw 22" nicht gebunden betrachten und nur dann unsere Dampfer als Kamfschiffe stellen konnen, wen man uns die volle Differenz vergutet.

Wir ersuchen sie hoflichst The Small Committee hiervon in Kenntniss zu setzen uns haben unsere Newyork Agenten im selben Sinne instruirt.

Hochachtungsvoll

Petitioner's Exhibit 445 6103

(Attached slip reads as follows):

Russland-Amerika Linie
der Russisch Ost-Asiatischen Dampfschiffahrts—
Gesellschaft
Libau.
Einlage fur:
Maxolaf.

Petitioner's Exhibit 445.

6104

Oct. 11, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to your letter of the 14/27th ult., we have sent you by Saturday's steamer a recommendation from the Small Committee on the Libau question. Although the rate has not been discussed, the Small Committee feels that the Company is entitled to it. Our reason for not discussing any further on that subject was because we were not acquainted with any by-law #22, which you speak of in your letter, and you 6105
are evidently posted on this subject which we are not, and that is the reason we ask you to give us all information about Pool matters, the same as all other General Agents have here, and after we read the same, we will send it back.

In your letter you state that you think the reason why the Libau business is so much smaller than the Rotterdam business is on account of the passport regulations. In that respect there is not such a large proportion, but when a rate is $22.00 to Rotterdam, or $24.00, and it costs for instance $7.00 from Rotter-

6006 dam to a point in Russia, and the rate to Libau should be $36.00 or $38.00, the difference would be so great that it would pay the passenger to go via Rotterdam. We see the passengers here and know how they talk to the agents, that they would prefer to go direct if there was not so much difference in the rate, but regardless of that, we agree with the Company, that when we are compensated on a Rotterdam ticket we should be compensated in proportion on a Libau ticket, and when the Committee comes to us again, which we think they will for the S. S. "Russia" and ask us to use that steamer as a fighting steamer, they will evi-
6007 dently want to reimburse us only for the regular $30.00 to Rotterdam, and we in turn will want the same proportion on Libau, otherwise we will quote the full $38.00 rate to Libau. If on the other hand the Committee is willing to give us the same proportion on Libau as they give us on Rotterdam, and as the rate to Rotterdam on the next steamer will be $22.00 to Rotterdam, or possibly $21.00, the Libau rate should be $29.00 or $28.00 as the case may be. The Company should be reimbursed $8.00 on each ticket, if the Rotterdam rate is made $22.00, both Rotterdam and Libau, and not $9.00 as you claim. That is the rule laid down. If they do not agree to that on Libau, we
6008 will simply quote $22.00 or $21.00 to Rotterdam, and quote our regular rate to

Petitioner's Exhibit 446.

6109

Libau 5/18th August 09.

Copies of telegrams exchanged with Maxolaf, New York.

Received:

Sobarcado	We beg to suggest
Talacary	advise by telegraph
Rachever	increase the rates
	Rotterdam
	steerage
Orienting	$30.—
Eleazureuts	we expect
	Birma
Whips	will be
	selected
	fighting
	ship
	so
	Company
Cheopes	will be compensated
	at
Orienting	$30.—
	instead
Oriebare	$28.00

6110

Sent:

	increase steerage Rotterdam
Orifice	$31.—
	Libau
Orissus	$38.—
Taliation	telegraph confirmation

6111

Received:

44309	Birma arrived New York Tuesday 9 a. m.
	Small Committee selects Birma
Orgyia	$24.—
	rate
	Rotterdam
Tahapanes	your telegram to hand
	rate advanced

6112 **Petitioner's Exhibit 447.**

Libau 13/28th March 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

We beg to refer to your letter of the 9th inst. dealing with our collecting head tax from second class passengers. For your information we do not fail to say that according to the Conference terms, the second cabin rate must be Ro. 20.00 higher than that one for third class, so we always charge Ro. 115.00 = Ro.
6113 8.00 from cabin passengers.

However, from American citizens we are collecting no head tax, and in this special case mentioned by you we are willing to refund the $12.00.

Yours faithfully,
THE RUSSIAN AMERICA LINE
THE RUSSIAN EAST ASIATIC
STEAMSHIP CO. LTD.
(signed) F. Schestakovsky.

6114

Petitioner's Exhibit 448. 6115

June 11th, 1908.

Messrs., The East Asiatic S. S. Co.,
Copenhagan, Denmark.

Gentlemen:

In conversation today with Mr. Richard, he read our Mr. Straus a cable from his Company, the Russian Volunteer Line, which read as follows:

> "Will send steamers if you can get ample number of passengers from Europe."

Mr. Richard stated, I have written our Company 6116
yesterday about outstanding prepaids, and they will not discontinue selling prepaid tickets. Richard's stated to his company, in conversation with Mr. Straus who thinks the Russian East Asiatic S. S. Co. would be glad to help out the Volunteer Line and take whatever passengers they should offer us at our Cost price.

This would naturally give us the business of both lines should the Volunteer discontinue to send their steamers out here. Please communicate with them if you think this good policy, and thereby capture the prepaid business issuing from the Volunteer Line.

Yours very truly,

6117

6118 **Petitioner's Exhibit 449.**

CABLEGRAM.

THE COMMERCIAL CABLE COMPANY

"VIA COMMERCIAL"

ORIENT,
COPENHAGEN.

STEAMER NORDAM PLACED AGAINST RUSSIA RADIQUELS ORGIAQUE ROTTERDAM FELDBINDE RADOUB.

JOHNSON

6119 ———————

Petitioner's Exhibit 450.

THE WESTERN UNION TELEGRAPH COMPANY.

Send the following message subject to the terms on back hereof, which are hereby agreed to.

June, 1908.

Steamer Nordam placed against Russia Radiqueis Orgiaque Rott at reduced rates $22.

6120 Feldbinde Radoub
we will follow at equal rates

JOHNSON.

Petitioner's Exhibit 451.

6121

June 13, 1908.

Messrs. East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Enclosed please find memo from our Chicago Office and note A. E. J's remarks if a Continental Pool steamer is placed against ours.

We enclose herewith notice from the Holland American Line reducing their third class outward to $22.00; this rate was mailed last night to their agents and we received it this morning. It seems to us quite 6122
clear that this is the policy of the Continental Pool Lines to wait until an outside line have a steamer then place a low rate against it, which they have done against our "RUSSIA." We felt at the present time that it would not be necessary to reduce lower than the Holland-American Line, and we do not intend to lower the rate for Improved Steerage, as we have about 60 booked for Improved Steerage for this steamer. Now it is a question between the non-conference and conference Agents as to who will win out on equal rates. We called on the Holland American Line and told them that it was not necessary to reduce the rates as we had not reduced ours and they blame it on Richard
& Company's Continental. That may be the case and 6123
it may not. We really believe it is the object of the line just as stated above to reduce their rates whenever an outside line has got a steamer on the same date. The Outward business at present has fallen off considerably for all lines which you will notice in the next red sheet statement which will come out from the Secretary of the Conference Line.

We have had ten photographs made of the S. S. "RUSSIA" from the photograph sent us by the builders and have delivered a photograph to each of the

6124 *Petitioner's Exhibit 451*

different American, German and Jewish newspapers in order to get a good advertisement, and create talk about the steamer. We will report to you later what progress we are making.

From conversation with Mr. Nyland, General Passenger Agent of the Holland-American Line. today when we called his attention to the fact that there was no necessity to their reducing their rate, he said, I am sure if you people would now apply to join our combination in Europe you would be received. We do not know how true this information may be but we give it to you for what it is worth.

6125 In connection with the foregoing we cabled you today as follows:

"STEAMER NORDAM PLACED AGAINST RUSSIA RADIQUEIS ORGIAQUE ROTTERDAM FELDBINDE RADOUB."

which we now confirm.

Yours very truly,

6126

Petitioner's Exhibit 452.

6127

CABLEGRAM

THE COMMERCIAL CABLE COMPANY

"VIA COMMERCIAL"

ORIENT,
COPENHAGAN.

STEAMER NORDAM PLACED AGAINST RUSSIA RADIQUEIS ORGIAQUE ROTTERDAM FELDBINDE RADOUB.

JOHNSON.

6128

Petitioner's Exhibit 453.

July 18th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Your cable in reply to ours of yesterday's date to hand reading:

"RATES LAMPSAKOS"

6129

We have made the rate $24.00 to Rotterdam and $31.00 to Libau and hope thereby to scoop in the business which we most certainly would have lost if we had allowed the old rates of $2.00 and $33.00 respectively to stand.

Yours very truly,

6130 **Petitioner's Exhibit 454.**

June 9th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

The Holland America Line have just sent out notice reducing their rate to $22.00 for the steamer leaving on the 17th instant in opposition to the "CHERSON" which leaves on the same day, therefore, would earnestly request the company to allow us to reduce the rates of the S. S. "RUSSIA" the same
6131 as quoted by the Volunteer Line, as all lines will certainly reduce their rates now, and we think the Volunteer Line will make one dollar differential. We have not yet heard what Messrs. Richard & Co. are going to do, but we consider it very important for our new steamer as we cannot get any kind of business unless we have got as low rates, and should have at least one dollar differential against the combined pooled lines which are so strong in their combination and whatever losses are sustained by these lines are divided up amongst the pool, each line paying their pro rata share. As we understand it, the pool rate, even when steamers run over a certain figure the lines that run over the allotment of passengers according to
6132 their percentages, pay at the rate of $20.00 into the pool. We understand that the Cunard Line according to the new pool arrangement has to pay into the pool $10,000.00 on account of running over their percentages, which we understand is 17% of the total business.

Yours very truly,

Petitioner's Exhibit 455.

6133

June 12th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

By appointment with Mr. Johnson he met Mr. Richard in reference to discuss future business. He met Mr. Richard and told him that we read the account in the different newspapers of the Volunteer Line withdrawing from the trade, which appeared in the New York Herald. Mr. Richard immediately denied the truth of the reported statement, and showed us a letter written by him to the New York Herald stating that his Company has cabled him that they are only suspending, awaiting more business from the other side. Any other information which the Herald had he claims is incorrect. He then took up the question of prepaid business from the other side; Mr. Richard stated that he has written his Company asking them to forward his prepaids by the Russian East Asiatic S. S. Company's steamers until they resume, as he understands from the Agents here, unofficially, that the Russian East Asiatic S. S. Co. will accept these prepaids at cost. He has written his Company asking them if he shall continue selling prepaid tickets and when he gets an answer he will show us what the Company has written him on the subject. He further states, and promises, that when the Continental Lines have no steamers he would be glad to give us any passengers that he may have from any of his Agents to go via our Line. Of course we only understand that he will favor his New York and Continental Line with which Company he has a contract. That we understand, and for your information the same Agents that work for Richard's Line, are non-conference Agents, and are the same Agents that work for our line. Mr. Richard

6134

6135

6136 *Petitioner's Exhibit 455*

also stated to our Mr. Straus that his prepaid business did not amount to more than 20 passengers a week on account of the dull times. We therefore confirm our cable which we have sent to you today and acknowledge receipt of the cable received from you. The answer which we have sent to you reads as follows:

"RICHARDS CLAIMS VOLUNTEER WINDKUNST TEMPORARILY WROTE COMPANY ADIPOSO OUTSTANDING PREPAIDS FEMELLE OUR LINE ASKING PERMISSION
6137 SCYMITARS PREPAIDS TARRUT IUS PROMISES GIVE US OUTWARD CAMBARCAR HAGIOMACO CONTINENTAL LINES STEAMER;"

and we really believe that if the Volunteer abandons the New York trade that the business that they have received will go to us, and as soon as the prepaid business gets heavier it will force our ships to go full from the other side and put us in a more paying basis. As all the other lines at present, which you also note are not doing very much from the other side. We will get a proper share of this business as soon as the trade begins to move. Outward business looks
6138 very blue for this week as the Italian Line which had a $17.00 and $20.00 rate to Fiume, Trieste and Vienna, which is from $11.00 to $12.00 lower than our rates have carried 807 continental passengers on the S. S. "ARCONA" which is supposed to leave today, after stopping at Philadelphia. This will give you an idea that these cheap rates of the Italian Lines are drawing the business from the other side and we hope that these rates will soon be withdrawn in order that we can arrange, if possibly so, to raise our rates, and agree with the Continental Lines, a small differential is all that we would require for steamers like

Petitioner's Exhibit 455

6139

the "ESTONIA," and if it is true that the Volunteer will abandon the New York trade, and that the Company will see their way clear to go into the Combination or Pooled Lines so that they will get a paying revenue for the business which would make it more profitable for all concerned.

At the present writing we have now booked 7 first cabin, 40 second cabin, and about 60 improved steerage, but we have the cheap rate of the Volunteer Line, $21.00, and the Continental Line of $21.00 and the Holland American Line of $22.00; the Continental sailing four days before us. It is a question what steerage passengers we will be able to secure, and as we do not wish to reduce the rate until we know that a steamer of the Continental Pool Line is placed against us at a lower rate than ours; if they should not, we hope to be able to do fairly well in the steerage. As so many steerage passengers have left this side as stated before, it is an impossibility to state what we can expect at so early a time, however the Company can rest assured that we will do every thing in our power, and leave no stone unturned to get the passengers for the steamer "RUSSIA."

6140

Yours very truly,

6141

6142 **Petitioner's Exhibit 456.**

Libau, 5/18th, August 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Eastbound Steerage Rates. We confirm telegrams exchanged on this subject as per copies enclosed.

We are obliged for your wire informing us that you expected the "Birma" would be selected for fighting the North West Transport Line and thank you for your proposal to increase the Rotterdam steerage rate
6143 to $30.— As the other lines are quoting still higher rates we thought it however best to increase the Rotterdam rate to $31.—, and the Libau rate to $38.—, and wired you to this effect.

We later on received your telegram, from which we note that the "Birma" has been selected for the fighting with a rate of $24.— and that you have announced our regular steerage rates as indicated by us.

We are glad to note from your telegram that the "Birma" arrived at yours yesterday at 9 a. m.

Prepaid 18457. In accordance with your today's wire we are paying Ro. 30.— to this prepaid for your account.

6144 *Prepaid 22716.* From the same telegram we observe that you have already refunded the value of this ticket.

Yours faithfully,
THE RUSSIAN AMERICA LINE
THE RUSSIAN EAST ASIATIC
STEAMSHIP CO. LTD.
(Signed) Robert Christianson

Paul
August 28, 1909.

Petitioner's Exhibit 457.

6145

Nov. 30th, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find copy of letter sent by the Conference to the Cunard Line, at a meeting which we attended. The Cunard Line sent out a private circular letter, paying $4.50 commission from Minneapolis to Europe, mixing this commission up with the commission which existed in Duluth, temporarily till January 1st, and on account of the Cunard Line representative not coming to the meeting, the members decided to send them this letter. In the meantime the Cunard Line has telegraphed to their agents to withdraw the commission and the situation is cleared up This is for your information.

6146

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 458.

Nov. 15, 1910.

Messrs. The Russian American Line,
Libau, Russia.

6147

Gentlemen:

As we now understand from a cable received by Messrs. Benham & Boyesen, that after this sailing of the SS Kursk, the Lituania, Russia and Kursk will go direct to Libau and not call at Rotterdam. We regret exceedingly that on this account we could not get the Lituania as a fighting steamer, as we were certain to have a thousand passengers for the Dec. 10th sailing, being a Christmas sailing, as we have already written you.

Yours very truly.

Copy to Copenhagen.

6148 **Petitioner's Exhibit 459.**

Nov. 9, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of your favor of the 15/28th ulto., regarding the sailings for 1910.

Referring to the SS Lituania, we could easily send this steamer from here on the 8th of December if she comes in on time, and we hope the Company will get her as a fighting ship.

6149 As Messrs. Benham & Boyesen have about 3200 tons of cargo for this steamer, they could take about 2500 tons and leave 700 tons for the SS Russia, and we could send the SS Russia and Kursk following the Lituania direct to Libau.

We will also try to get a sailing list from the Uranium S. S. Co. and send it to you as soon as possible.

Awaiting your further instructions in the matter, we remain,

Yours very truly,

Copy to Copenhagen.

6150

Petitioner's Exhibit 460.

6151

Nov. 4th, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We regret exceedingly that we have not been able to dispatch the SS Birma to Rotterdam, in spite that we formerly advised you that we hope to get the number of passengers required by our Company in order to have this steamer touch Rotterdam, but the North German Lloyd has decided to send the Grosser Kurfest against the Volturno of the Uranium S. S. Co. at 6152
the rate of $21, brutto, and sent out a circular to this effect on Saturday night, which means practically a week before the sailing of the SS Birma.

Some of our agents had already advised outward tickets, but stated immediately on receipt of the circular from the North German Lloyd, that under no consideration are they able to get any more Rotterdam passengers for the SS Birma, because each passenger would certainly prefer to wait five days, thereby saving a difference of $10.00 in rate, and also from $1.00 to $1.50 difference in European rail fare, as the rates from Bremen to inland points are from $1.00 to $1.50 than from Rotterdam. Some of the agents also asked 6153
to have their outwards which they advised, cancelled, and to return their remittances, as the passengers desired to wait and take advantage of the cheaper steamer in order to save at least $10.00.

It might have been, that in spite of the circulars sent out by the North German Lloyd that we would have had the required amount of adults, as reports coming in from the State of Pennsylvania and Chicago show that we would have had about 80 steerage and 7 cabin passengers to Rotterdam; possibly 100; but as our steamer sails at 2 o'clock in the afternoon, and if we

6154 *Petitioner's Exhibit 460*

did not come up the 100 adult mark, it would be impossible then to change direct to Libau, so we thought it best on Wednesday to advertise the steamer direct to Libau and transfer the passengers booked.

You of course know how difficult it is for us to decide or say how many passengers we will have prior to the sailing. It is a physical impossibility, and no one can say that, except guess at it. We presume that you have the same difficulties on your side, and as the SS Kursk has freight to Rotterdam, she naturally has to go to Rotterdam, even if she will not have the re-
6155 quired number of passengers. But after then, unless the Company can see their way clear to change the instructions about the 100 adults to Rotterdam, it would be far better for the Winter season, January and February, to send the steamers direct to Libau and advertise them to that port only, unless Messrs. Benham & Boyesen have freight for Rotterdam, but as we understand, the Company has now enough agricultural freight to fill the steamers to Libau.

Of course the Company understands that the steamers must be coaled with 1500 or 1600 tons if they go to Rotterdam but if they go to Libau direct via New Castle o/T, they need only about 1000 tons, and therefore it would be a difficult matter for us on
6156 the last day to decide to go direct to Libau on account of not having a sufficient number of passengers for Rotterdam, as the coaling must be done before the last day. The Company will therefore readily understand their instructions are very hard to carry out as stated previously.

Also, should we have had only 80 or 90 passengers for Rotterdam, and decided then to transfer these passengers for the reason that we did not have the required amount, we would have had to send these passengers to a hotel and to keep them for the sailing of some other steamer, as no steamer sails after 2 o'clock

6157

P. M., and we would have to pay the board of these passengers in a hotel from Saturday to Tuesday, which would be at least $3.00, and also the difference in rate of $4.00, or a total of $7.00, which would amount to about $600.00 for all the passengers, which we desire to avoid for the Company.

By cutting out Rotterdam it would hurt the Rotterdam business of the line, as the agents must be continually notified when we have a steamer to Rotterdam, as we have sailings only every 14 days, and they naturally forget the sailing. It is not like other lines that have a sailing every week on one particular day.

6158

We will now be out of the Rotterdam business in case the Company adheres to the instructions, for the months of January and February, and we naturally feel that it hurts the business regardless of how many passengers the steamers take to Rotterdam, as we wish to convey to the public that we have a Rotterdam service. We therefore think that the instructions should be changed to 75 adults instead of 100 adults to Rotterdam.

Yours very truly,

Copy to Copenhagen.

6159

6160 **Petitioner's Exhibit 461.**

Nov. 1st, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to our letter of yesterday, regarding the insuring of passengers, we have today received the enclosed private and confidential communication from the Secretary of the Conference, which we hasten to send to the Company, for your information.

As we suggested yesterday, the Company should
6161 have absolutely nothing to do with the insuring of the passengers, and also not to encourage the insurance of aliens. We hope the Company can bring this about because it might, as the question is up now, cause inconvenience to such passengers that are insured.

We think this matter has been brought up by the other lines through their representatives in Russia, therefore it is very important for the Company to discourage the insurance of passengers against deportation.

Yours very truly,

Copy to Copenhagen.

6162

Petitioner's Exhibit 462.

6163

March 18th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Prepaid 17759/750, Rotterdam report 76, August 11th.

The passenger on this prepaid ticket was booked from Rotterdam to New York, and this ticket advised accordingly. The agent who sold this ticket has asked now to advise this passenger to come forward via Libau, but the purchaser could not afford to pay the 6164
difference in rate, between the Rotterdam rate at which this ticket was purchased, and the ruling rate.

As it is a loss to our Company if passengers are forwarded via the Holland American Line, we have decided to take into consideration the rate which was in effect at the time this Rotterdam prepaid has been advised, viz., $34.50, therefore we have collected from this passenger the difference in rate amounting to $9.00, and also $10.00 for a passport. This amount of $19.00 you will find credited in our finanical statement of March, and therefore we will kindly ask you to advise this passenger again to come forward via Libau, and inform them at the same time that the pass- 6165
port has been paid for. The name of this passenger is Machla Resnik.

Yours very truly,

6166 **Petitioner's Exhibit 463.**

March 19th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to enclose you herewith a copy of a letter which we have sent to the Holland American Line, which explains itself. We do not think that the Company has made an agreement with the Holland American Line, in accordance with which the Holland American Line should receive 5% cancellation fees
6167 on the gross amount of a prepaid ticket, as it is against the rules to deduct 10% from money which does not concern the Company, and it cannot be required to deduct 10% on head tax or American or European rail fare. The only right that a steamship company can require for the disposition of money that belongs to them is for the ocean passage and therefore we have asked, as you will see from the enclosed letter, to refund to us the amount of $1.87. In consequence of this letter we will not credit you any more with 5% cancellation fees on Rotterdam prepaids, as evidently you have made the arrangement with this line.

6168 Yours very truly,

Petitioner's Exhibit 464.

Omitted.

Petitioner's Exhibit 465.

Omitted.

Petitioner's Exhibit 466.

6169

March 25th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

On account of the steamer "Estonia" not sailing on time, we had to transfer 37 passengers. 22 were transferred to the North German Lloyd, 1 to the Cunard, 6 to the American Line and 8 to the White Star Line.

We transferred 14 passengers to the White Star and American Lines, and as they give us general 6170
agent's commission of $3.00, we therefore charge your account only with $2.00 each, or $28.00, and on the remaining 23 passengers we only received $2.00 each, therefore, we charged your account with $3.00 on each ticket, or $69.00; total $97.00.

The numbers of these tickets you will find in the vouchers attached to the financial statement.

Yours very truly,

6171

6172 **Petitoner's Exhibit 467.**

March 23rd, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Please note that the "Lituania" will have 10 steerage and 1 cabin passenger. About 25 Rotterdam passengers will be transferred to the Rotterdam Line tomorrow, and they accept our rate of $28.00 less $2.00 commission.

This season of the year it is only the better class of
6173 people that are traveling, and those that have money, as of course, the foreigners who have work here would not go this season of the year, either to Rotterdam or to Libau, or points beyond, unless for pleasure.

The Hamburg American Line steamer which left here Saturday was the Easter ship, and as the passengers are looking for the largest and fastest steamers, particularly when they have money, and the "Lituania, "Estonia" and "Korea" being well known to the agents now, as well as the traveling public, in comparison with the other steamers, we naturally could not expect to receive anything like the other lines received, when we sail against such steamers as the White Star, Ham-
6174 burg American, Holland Line, and North German Lloyd, whose rates are the same as ours, and whose rail fares range from $1.00 to $1.50 cheaper than we are from Rotterdam, and as stated above, the class of people that travel are the better class, and this is the best that could be done under the circumstances.

A number of agents have also called our attention to the changing of our sailings from time to time, and as the other lines have a particular day mapped out every week, and some twice a week, we stand of course at a disadvantage with the material we have.

Petitioner's Exhibit 468

We also wish to call your attention, if you take your sailing list, you state that your steamers sail from Libau on Tuesday, and you claim that the steamers arrive here on Monday. This never occurs, as the steamers do not leave Libau on Tuesday; sometime on Wednesday, and as in the case of the "Lituania," on Thursday, and she naturally arrived here too late for Saturday.

Petitioner's Exhibit 468.

March 23rd, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to the Company's cable of the 15th inst., reading, "Korea arrived at Libau Sunday 5 P. M., please collect to our credit $16.50 from prepaid 21198," beg to inform you that it was impossible to collect this amount on prepaid 21198, as you will see from the enclosed letter of the agent who sold this ticket. We could not keep the baggage, as this passenger did not have any and we have no right to hold a passenger back at the Island, and therefore as we could not collect this amount, we are very sorry we cannot credit your account with the same.

Yours very truly,

6178 **Petitioner's Exhibit 469.**

Libau, 24/9, March, 1909.

Passenger Department. R. C.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Duchoboray sect. We are in receipt of your favor of the 23rd ulto. and note with great interest all you write upon this subject.

We think that the letter you have required from the Russian Consul will prove sufficient, and shall take up
6179 the matter with the ministry on this side upon receipt of same.

As for the transport of the whole body, 10/12,000 souls we have written our board at St. Petersburg, and in the meantime we ask you not to close any contract for this business unless having conferred with us about the particulars.

At our present rate, $35. to Libau we shall not be able to carry out this transport unless with a loss, having to pay to the Conference £4.—.—for any passenger beyond our share, but we might be able to raise our Libau rate to $38.50 or $40, and at the same time we reckon that you might see your way to content your-
6180 selves with $2 commission per adult, taking into consideration, that you have no subagents' commission to pay, and also the special nature of this business. Please let us have your views.

Yours faithfully,

THE RUSSIAN AMERICA LINE.
RUSSIAN EAST ASIATIC STEAMSHIP CO. LTD.
(Signed) Robert Christianson.

Copy to Rusasiatic.

Petitoner's Exhibit 470. 6181

Libau 14/27th, March, 1909.

Messrs. A. E. Johnson & Co.,
New York, U. S. A.

Dear Sirs:

We beg to refer to your letter of the 12th inst., and carefully note what you write in same about the payment of Russion railway fare. We have previously discussed this question, and of course we are willing to remit the railway money, when advising a passenger, which modus we will follow in future until we eventually will succeed in coming to some arrangement 6182
with the railway companies.

Yours faithfully,
THE RUSSIAN AMERICA LINE.
RUSSIAN EAST ASIATIC STEAMSHIP CO. LTD.
(Signed) F. Schestakovsky.

6183

6184 **Petitioner's Exhibit 471.**

Libau, 16/29th, March, 1909

Messrs. A. E. Johnson & Co.,
New York, U. S. A.

Dear Sirs:

We received your letters of the 10th, 11th & 12th inst., from which we unfolded your travelling agent's reports as well as your new sailing list.

Maintenance of Conference: We thank you for your kind efforts to have this question settled as cheap as possible, and are looking forward to your final good
6185 news.

Enclosed we return the agent's reports, contents of which have had our attention.

Yours faithfully,
THE RUSSIAN AMERICA LINE.
RUSSIAN EAST ASIATIC STEAMSHIP CO. LTD.
(Signed) F. Schestakovsky.

Enclosure.

6186

Petitioner's Exhibit 472.

6187

New York, April 1st, 1909.

Measurements of S. S. "Lituania."

Lowest Passenger Deck	Superficial Feet	Passengers Allowed	
Compartment No. 1.....	1588.47	75.64	
" " 2.....	2662.74	112.51	
" " 3.....	1602.75	76.32	
Totals	5553.96	264.47	
1st deck above No. 1.....	1685.35	93.63	6188
" " 2.....	1738.80	96.60	
" " 3.....	2897.62	159.86	
" " 4.....	1847.43	102.63	
" " 5.....	1483.13	82.39	
Totals	9632.33	535.11	
2nd deck above, poop.....	917.73	50.98	

Recapitulation	Maximum Space Superficial feet.	Passengers Allowed	
Lowest passgr. deck.....	5553.96	264.47	
1st deck above L. P. Deck..	9632.33	535.11	6189
2nd deck above L. P. Deck..	917.73	50.98	
Lounging Rooms	166.16	9.23	
Bath, Toilet & Laboratories	647.05	35.94	
Hospitals	660.93	36.71	
Total	17578.16	932.44	
Berthing Space.			
Lowest Passenger Deck...	5553.96	308.55	
1st deck above L. P. Deck..	9632.33	642.15	
2nd deck above L. P. Deck..	917.73	61.18	
Totals	16104.02	1011.88	

Legal number of passengers allowed to be carried is 932.44.

6190 **Petitioner's Exhibit 473.**

April 1st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Prepaid 13493, reference 841, report 76, July 13th.

We beg to refer to our letter of Jan. 8th, in which we informed you that this passenger arrived on the steamer "Birma" and has been entered by you as a Russian Volunteer ticket, #20980.

The agent who sold this ticket advised this prepaid
6191 to us under the above mentioned number, but as we informed you some time ago, some passengers at the time the Volunteer Fleet went out of business had the blanks of this Line.

Messrs. C. B. Richard & Co. now claim from the agent of this prepaid ticket, the payment of same, therefore we have asked you to cancel same and refund to him the proceeds without any deductions.

Will you kindly give this matter your prompt attention as the agent is very anxious to receive the refund of the same.

Yours very truly,

6192

Petitioner's Exhibit 474.

6193

April 12th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The steamer "Russia" is leaving during the week of the Jewish Holidays, "Pasach," which is Easter week, and there are very few passengers travelling, which you will notice from the pink sheets sent out by the Conference.

Yours very truly,

6194

Petitioner's Exhibit 475.

April 14th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Refund of Trachoma Fines:

We beg to inform the Company that in a conversation to-day with Mr. Lawson Sandford, Secretary of the Conference, he informed us that up to the present time the Supreme Court has not handed down a decision whether the steamship companies will receive the refund of these fines or not. This is to advise the Company that you will be then posted.

6195

Yours very truly,

6196 **Petitioner's Exhibit 476.**

April 16th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to the Company's letter of the 1st inst., we noted with pleasure that your board is working very strong to get through the proposition about the immigrant slips, and it was told to us privately that under this condition the R. V. Fleet is going to start in the business. Certainly we do not know how much
6197 truth there is in this statement or rumor, but this has been told to us by the Russian Immigrant Society, who are in very good connection with the Russian Government.

Concerning the required copy of the tariff of the Austro American Line for Russian prepaid passengers, we beg to enclose you herewith a copy, and also a copy of a statement made by Mr. Nelidoff.

Concerning the copy of the letter in question (original) we have written to the agent who has given us a copy of this letter asking him to send us the same, and if he will give us this letter, we will send the same to you, but we doubt whether he will let us have this letter.

6198 Yours very truly,

Petitioner's Exhibit 477.

6199

April 16, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to inform the Company that all lines will advance the Eastbound outward rates as follows, which rates we will quote for our next sailing.

To Rotterdam,	Steerage	$31.00
	Improved Steerage	33.00
To Libau,	Steerage	38.00
	Improved Steerage,	40.00

6200

Yours very truly,

Copy to Copenhagen.

6201

6202 **Petitioner's Exhibit 478.**

April 20th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find the minutes of the last Conference meeting. We beg to call the Company's attention to the paragraph regarding Southern Pacific Individual Railroad Orders.

The Southern Pacific have been endeavoring to transact the rail business in Europe with some of the
6203 Lines, without success, but some of the Lines, as we understand it, have been drawing Southern Pacific Orders, out of friendship to Falk & Co., who are the Southern Pacific Representatives at Hamburg.

The Conference thought it best policy for each and every steamship company to draw their own individual orders, the same being handled here by the Immigrant Clearing House, and the Lines have been requested to write their representatives or home offices to this effect. We recommend not drawing any Southern Pacific orders whatsoever, as there is no particular benefit to the Company.

Yours very truly,

6204

Petitioner's Exhibit 479.

6205

April 23rd, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge the Company's cable reading, "Eastbound raise rates $3.00" and beg to inform you that in the meantime we have already received the information from the secretary of the Atlantic Conference to advance our outward rate, and we beg to enclose you herewith our notice that we have sent to the agents.

6206

Yours very truly,

Copy to Copenhagen.

6207

6208 **Petitioner's Exhibit 480.**

Libau, 8/21, March, 1909.
R. C.

From May the 1st 1909 the Emigrant railway-fares will be as follows for the routes mentioned below:

	From	Via	Hfl.	2/50
	Rotterdam			
	To	Szczakowa		$
	Brody	Myslowitz—Oswiecim	20.80	8.32
	Czernowitz	"	22.75	9.10
6209	Itzkany	"	23.55	9.42
	Krakau	"	15.10	6.04
	Krakau	Oderberg	15.90	6.36
		Szczakowa		
	Lemberg	Myslowitz—Oswiecim	19.75	7.90
	Nowozielitza	"	23.00	9.20
	Podwoloczyska	"	22.00	8.80
	Prag (St. E. G.)	Dresden-Bodenbach	12.00	4.80
		Szczakowa		
	Tarnopol	Myslowitz-Oswiecim	21.40	8.56
	Tarnow	"	16.30	6.52
	Wien (Nordw. Bf.)	Dresden	15.45	6.18
	(Nordbf. oder)			
6210	(Staatsbf.)			
	Wien, Nordbf.	Oderberg	15.45	6.18
	Wien (K. F. J. B.)	Eger	15.45	6.18

Attached slip reads as follows:

Russische Ost-Asiatische Dampfshiffahrts-Gesellschaft Libauer Filiale.

Einlage fur:

JOHNSON & CO.

Petitioner's Exhibit 481.

6211

April 27th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Maintenance of Conference: Enclosed please find a copy of a letter from Mr. Lawson Sanford, Secretary of the Conference. In a conversation with Mr. Sanford today, he claims that the Managing Committee had decided on $400 for the Russian American Line. Mr. Sanford also claims that the lines like the Sicular Americana, which had only 10 sailings, also paid $400. 6212
This is the compromise which the Managing Committee suggests, $400 for the Russian American Line.

Mr. Sanford also claimed that if the Conference accepted $200 as offered by us, it would disturb the entire arrangement of the maximums, and leave the Conference with insufficient funds for maintenance, as all the Italian Lines now paying $400 would want to pay the same as us.

Mr. Sanford suggested that we therefore submit this to the Company and rule by your decision.

Yours very truly,

Copy to Copenhagen.

6213

6214 **Petitioner's Exhibit 482.**

April 29th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Sometime ago the Company send us a statement of railfares which will be in force from May 1st from Rotterdam, and which we should place in our European Inland Tariff. As the Holland American Lines does not make any changes in the rates and the difference is so small, we think it would not be advisable to
6215 advance the rates, because we always have to have the same European rail fares as the Holland American Line, taking into consideration that their agents are also our agents.

Yours very truly,

Petitioner's Exhibit 483.

Dec. 12, 1908.

Messrs. Ruys & Co.,
Rotterdam, Holland.

6216 Gentlemen:

We beg to enclose you herewith a letter from our former general passenger agent of Philadelphia, who complains that the prepaid passengers have not yet received any letters of information when to call for embarkation.

In accordance with letter received from our Company, the arrangement between the Holland American Line and our line has already been made to forward all Rotterdam Passengers, and wherefore will kindly ask you to advise the same at once, in order to avoid any more trouble.

Yours very truly,

Petitioner's Exhibit 484.

6217

542 H Rotterdam, 12th December, 1908.

Russisch Ost-Asiatische Dampfschiffahrt Gesellschaft.

RUYS & CO.—ROTTERDAM.

Messrs. A. E. Johnson & Co.,
27 Broadway,
New York.

Dear Sirs:

We have received several letters from you asking for the forwarding of prepaid passengers.

You will in the meantime have received our letter informing you that everything had been definitely arranged with the Holland Amerika Lyn and that this Company was attending to the forwarding. All passengers desirous to travel will thus be forwarded with the least possible delay.

6218

Yours faithfully,
(Signature undecipherable).

6219

6220 **Petitioner's Exhibit 485.**

The Russian America Line.

Rotterdam, 14th Jan., 1909.

Messrs. A. E. Johnson & Co.,
27 Broadway,
New York.

Dear Sirs:

We duly received your favor of the 5th inst. and in conformity with your request we beg to hand you herewith passenger lists per s/s "Noordam" 12th December, s/s "Ryndam" 24th December s/s "Statendam"
6221 2d January.

We had not sent you these lists because the forwarding of the passengers is entirely attended to by the Holland America Line, but we now will continue sending you these particulars. Please note however, that we can only send these lists a few days after steamer's sailing, as we only get the particulars after the steamers have left our port.

Yours faithfully,

RUYM.

Paul
Jan. 26, 1909.

6222 3 encl.

Petitioner's Exhibit 486.

6223

Feb. 18, 1909.

Messrs. Ruys & Co.,
Rotterdam, Holland.

Gentlemen:

We beg to acknowledge receipt of your favors of the 3rd and 9th inst., together with the prepaid passenger lists of passengers forwarded per s/s "Ryndam" and "Staatendam," for which please accept our best thanks.

Yours very truly,

6224

Petitioner's Exhibit 487.

April 16th, 1909.

Messrs. Ruys & Co.,
Rotterdam, Holland.

Gentlemen:

Prepaid 6852, reference 828, report 70, July 16th.

The purchaser of this prepaid ticket informs us today that the passenger on the above mentioned ticket has written him a letter in which he states that the Holland American Line has informed him that this ticket is "no good" and should be changed for another one. We do not see the reason why this passenger should not be forwarded, as this ticket has been duly advised and has not yet expired. We would kindly ask you to communicate with the Holland American Line or with the passenger, in order to forward these passengers at the earliest convenience.

6225

Yours very truly,

6226 **Petitioner's Exhbit 488.**

Nov. 4, 1908.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We herewith beg to inform you that in accordance with the Trans-Atlantic Passenger Conference Notice ♯400, the North German Lloyd has advanced the westbound prepaid third class rates for New York Express steamers from $34.50 to $38.50. For New York regular steamers, from $27.50 to $31.50. For Baltimore service from $27.50 to $31.50. Galveston steamers from $30.00 to $34.00, plus United States head tax of $4.00, as per enclosed sheet.

6227

We also beg to inform you that the Holland American Line has advanced their prepaid rates $4.00. This means, prepaid rate from Rotterdam or Boulogne Sur-Mer to New York for all prepaid passengers except for Russian, Austrian, Hungary and Roumanian to $31.50. Prepaid rate from Rotterdam for passengers from Russia, Austria, Hungary or Roumainia nationalities, to $33.50.

We also beg to enclose you herewith rate sheet given out by the American Line Oct. 27th, under ♯63, in accordance with which you will see that the rates to Europe are,—

6228

To Hamburg	$28.00
" Budapest	$34.15
" Oswiezim	$32.00
To Berlin	$29.40
" Oderbarj	$31.90
" Vienna	$32.85

Petitioner's Exhibit 488

6229

while our rates for the same places are:

To Hamburg	$31.00
" Budapest	$35.55
" Oswiezim	$33.70
To Berlin	$31.00
" Oderbarj	$33.60
" Vienna	$34.00

The steamers leave New York Nov. 14th, 17th, 21st and 28th, and Dec. 5th, and therefore the steamer "St. Louis" sailing the same day as the "Korea" which has cheaper Continental rates than ours, therefore we *will* have a hard fight.

6230

Yours very truly,

Copy to Copenhagen.

6231

6232 **Petitioner's Exhibit 489.**

Libau, 13/26th Oct. 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your favor, file No. 1566, is duly to hand and we note that you have made the sailing date for the S. S. "Korea" from New York, Saturday the 14th November.

We regret having been unable to send you a sailing for the remainder of this year, which is owing to
6233 our negotiations with the Atlantic Conference. However, we trust to have arrived at a definite result in a few days, when we shall furnish you with a sailing list.

Yours faithfully,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
LIBAU BRANCH.
F. Schestakorsky.

6284

Petitioner's Exhibit 490.

6235

Nov. 9, 1908.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to inform you that in accordance with the Trans-Atlantic Passenger Conference Notice 403, the American Dominion and White Star Lines have advanced their prepaid rates $4.00, as you will see by the enclosed slip. Also, the Holland-American Line has advanced the prepaid rate $4.00, as per enclosed rate sheet, as you will see from rate sheet #403, and all 6236
these lines have advanced the rate from Libau $4.00, but make the same rate also from Riga. We beg to suggest to you that it may be advisable to make the same rate also for our line, in spite that the rail fare from Riga to Libau is about $1.50. Will you kindly inform us about your views in this regard?

For your information, in the circular and rate sheets sent out to the agents, these four lines mentioned, have the same rates from Libau and from Riga. We beg also to enclose herewith the new rate sheet #12, of the Hamburg American Line, and call your attention to the difference between the steerage and third cabin rates, which is only $2.00, as you will see on page 2 6237
and 3. This is for your information.

Yours very truly,

6238 **Petitioner's Exhibit 491.**

Libau, 17/30th Oct. 1908.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Dear Sirs:

We have your favours of the 16th inst., files Nos. 1556 & 1557, and thank you for Transatlantic Passenger Conference report No. 787 & the new third class rate to Hamburg via the Hamburg America Line.

Yours Faithfully,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
6239 LIBAU BRANCH.
F. Schestakorsky.

Petitioner's Exhibit 492.

Libau, 21/3d Nov. 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We are in receipt of your favour, file No. 1430,
6240 and note the complaint from one of your Agents of Omaha. However, we trust everything is now in order, as our Rotterdam passengers in future will be forwarded by the Holland America Line.

Yours faithfully,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
LIBAU BRANCH.
F. Schestakorsky,

Paul
Nov. 14, 1908.

Petitioner's Exhibit 493.

6241

Nov. 21, 1908.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We have just received the following letter from Messrs. Ruys & Co.

"It has not been arranged between our Company and the Pool Lines that the latter take over all the prepaids still outstanding. The Pool Lines however have not yet taken the decision as to the route by which the passengers will have to go. As soon as this decision 6242
will be taken, the passengers will receive the necessary instruction."

We would kindly ask you to try to make the arrangement with the Pool Lines as soon as possible, because every day we receive so many complaints and letters from agents who have sold these Rotterdam prepaids, and we would be very glad to have this matter settled and straightened out.

Yours very truly,

6243

6244 **Petitioner's Exhibit 494.**

Sept. 18, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to your letter of the 19th/1st inst., regarding the S. S. "Birma," in which you acknowledge receipt of ours of the 16th ult., circular #37, the Small Committee of which our Mr. Straus was a member, decided to make the rate on the "Birma" $24.00 to Rotterdam, as the pool arrangements are,
6245 that no line receives a higher compensation for a ticket than $30. Naturally you would not receive more than $35.00 to Libau. On the other hand you will notice the small amount of business on the S. S. "Birma" to Libau compared with Rotterdam. We have left the Libau rate too high; for instance, when we charge $24 to Rotterdam, when instructed by the Small Committee, we should not charge more than $31.00 to Libau, but the Pool does not compensate you anything on the Libau, as above stated, and you would receive more Rotterdam business and no Libau business, because the passengers will know that the rail fare from Rotterdam would make it much cheaper for them than
6246 to go via Libau and paying the ocean passage of $35.00 or whatever the rate may be to Libau. We on the other hand kept the $35.00 rate to Libau in order to make as much revenue as we possibly could for the

Petitioner's Exhibit 495.

6247

Omitted.

Petitioner's Exhibit 496.

Sept. 8, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Mr. Lawson Sanford, secretary of the Conference, 6248
received a letter from Secretary Peters, in which he states it was of the utmost importance that Mr. Peters should know when it was that the "Birma" was selected by the Small Committee to fight the competing line. This of course has reference to our advance of rate to $31.00, which we explained to the secretary; that the advance was made by our Company in the morning and the reduction by the Small Committee was made in the afternoon. This is for your information.

Yours very truly,

Copy to Copenhagen.

6249

6250 **Petitioner's Exhibit 497.**

Sept. 8, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Mr. Lawson Sanford, Secretary of the Conference, received a letter from Secretary Peters, in which he states it was of the utmost importance that Mr. Peters should know when it was that the "Birma" was selected by the Small Committee to fight the competing line. This of course has reference to our ad-
6251 vance of rate of $31.00, which we explained to the Secretary; that the advance was made by our Company in the morning and the reduction by the Small Committee, was made in the afternoon. This is for your information.

Yours very truly,

Copy to Copenhagen.

6252

Petitioner's Exhibit 498. 6253

A. K. 7.

Libau, 19/1st Septbr. 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

S/S "Birma" 2. Your favor of the 16th ult. to hand. We note from your circular No. 37 that you charge $24, and $35 for Rotterdam and Libau respectively. Having requested you to announce our rates at $31 and $38 respectively, we understand that the reduced rates have been fixed by the Small Committee and that you have arranged that we are refunded $6, on the Rotterdam passengers (maximum rate being $30) and $3 on the Libau passengers, as we of course cannot agree to reduce our Libau rate without also getting this reduction refunded. Kindly let us have a copy of your arrangement with the Small Committee *re* the selecting of the "Birma" as fighting ship. 6254

Yours faithfully,

THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Initials undecipherable.

6255

6256 **Petitioner's Exhibit 499.**

Sept. 14, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of the Company's letter of the 21/3rd in which you send us a copy of your letter written to Mr. H. Peters in Jena, in which you do not agree at our steamers being used as fighting ships unless the lines refund you the full difference.

For your information, we beg to state that the lines
6257 here are very anxious to be appointed fighting steamers, knowing that they receive $30.00 per head, no matter what rate is used to do the fighting, and we also beg to say that we should not take this stand with the Pool Lines on account of the probability of some other line going in for the Russian business, and if such is the case, we may be required, in order to protect the Company's interests, to be used as the fighting steamer to Libau. However, the Company knows best what it wants, but we simply respectfully make this suggestion.

Yours very truly,

6258 Copy to Copenhagen.

Petitioner's Exhibit 500.

6259

Oct. 4, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

On November 6th, the same date as the s. s. "Russia" is scheduled to sail, the North West Transport Line will have a steamer sailing, at the rate of $24.00 to Rotterdam and $31.00 to Libau. We expect to be selected by the Small Committee as the fighting line, and we respectfully ask the Company to allow us to take up the fight on that particular date, as we understand the Company is compensated at the rate of 6260
$30.00 to Rotterdam. We could place the Rotterdam rate in effect, but leave the Libau rate stand at $38.00. Of course, we will get very little Libau business, as with the $24.00 rate to Rotterdam, it would be very much cheaper to the interior of Russia via Rotterdam than via Libau direct.

As the Lapland sails on the same date as the "Russia," Nov. 6th, if we should refuse it, the "Lapland" will receive the privilege to do the fighting and be compensated at the rate of $30.00 per head, and naturally we would carry very few passengers being that two lines are so much cheaper than we are the North West Transport Line and the Red Star Line. 6261

We therefore ask the Company to cable us and permit us to accept the decision of the Small Committee, which all lines do here.

Yours very truly,

Copy to Copenhagen.

6262 **Petitioner's Exhibit 501.**

Oct. 6, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to our letter of today, in reference to the Libau rate, the Committee has never discussed the Libau rate with us because they have been under the impression that the Pool only compensates at the rate of $30.00 to the Continental Ports, about which we have written you a number of times.

6263 We never discussed the Libau rate, but the argument we used with Mr. Phelps, and Mr. Reilly, is as follows:

Our rate to Rotterdam at that time was $31.00 and to Libau $38.00. Now, as the Pool compensates at the rate of $30.00 to Rotterdam, and as the Libau rate should be $7.00 higher than the Rotterdam rate, we should be compensated not less than $2.00 on Libau instead of $3.00, as we collected $35.00 for Libau. Under this condition, the regular fare compensation rate and $7.00 higher for Libau would be $37.00.

Yours very truly,

6264 Copy to Copenhagen.

Petitioner's Exhibit 502. 6265

Oct. 6, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The following letter was sent to Mr. Sanford, Secretary of the Conference by Mr. H. Peters of Jena:

"I beg to acknowledge receipt of your favor of the 13th inst. contents of which have my attention.

I hereby would ask you to kindly inform me whether the Small Committee has agreed to the reduction of the Libau rate of the s. s. "Birma" August, from 6266
$38.00 to $35.00 because the Russian American Line claim compensation, besides for passengers booked for Rotterdam $162.00, for difference in rate for passengers for Libau at $3.00 each. This claim could hardly be recognized, unless it was by order of the Small Committee that also the Libau rate has been reduced with the view to withdraw passengers from the N. W. T. L. Awaiting the favor of your reply."

At the bottom of this letter the Small Committee endorsed as follows: "Not discussed but think entitled to $2.00 for each Libau fare." This has been signed by Mr. Phelps, Jr. of the Austro-American Line and Mr. Reilly of the Anchor Line.

6267

Yours very truly,

Copy to Copenhagen.

6268 **Petitioner's Exhibit 503.**

Oct. 8, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The s. s. "Graf Waldersee" was placed against the "Volturno." The s. s. "G. W." will have from about 400 to 500 passengers. We do not yet know what the "Volturno" will carry.

The rate for the "Graf Waldersee" is $22.00 and the rate for the "Volturno" is $21.00. The North
6269 West Transport Co. always make their rate $1.00 less than the official rate quoted by the Conference Line.

The other steamers that sail tomorrow will have very few steerage passengers on account of the Hamburg rate being so low $22.00 against $31.00 and $33.00 of the other lines.

Yours very truly,

Copy to Copenhagen.

6270

Petitioner's Exhibit 504. 6271

Oct. 11, 1909.

Messrs. The Russian American Line, Continued.
Libau.

We hope this will be satisfactory to the Company, and wish to say at the same time, knowing we will have a large opposition on that particular date, that if we do not accept the fighting rate on that day, our rates will be so out of proportion that we will have hardly any steerage passengers on the S. S. "Russia" which is very important for the Company to know at this season of the year.

We therefore ask the Company to kindly cable us 6272
immediately whether we should accept the $8.00 if the rate to Rotterdam is made $22.00 and $8.00 on Libau if the rate is made $29.00.

In reference to the Small Committee making a rate, there are no papers or agreements signed. It is simply a verbal understanding, as no minutes are kept by any committee on such matters, which you understand but we simply receive a notice from the Secretary that the Small Committee has decided to make a certain rate. This notice is always sent you.

Yours very truly,

Copy to Copenhagen. 6273

6274 **Petitioner's Exhibit 505.**

THE WESTERN UNION TELEGRAPH COMPANY.

SMALL COMMITTEE DESIRES RUSSIA FIGHTING STEAMER CALL ROTTERDAM BENHAM BERG AGREE ACHLYSIE (if you agree) IMPROVED STEERAGE GALLARUZA (will go) EMPTY UNLESS FIGHTING STEAMER CAMATIATE (in which case) GALEDUPE (will most probably get) ABOUT 150 to 200. TALIGALEE.

6275

Petitioner's Exhibit 506.

THE WESTERN UNION TELEGRAPH COMPANY.

December 27.

To—RUSAMERIKA
LIBAU.

SMALL COMMITTEE DESIRES RUSSIA FIGHTING STEAMER CALL ROTTERDAM
6276 BENHAM BERG AGREE ACHLYSIE IMPROVED STEERAGE GALLARUZA EMPTY UNLESS FIGHTING STEAMER CAMATIATE GALEDUPE ABOUT 150 TO 200 TALIGALEE.

Petitioner's Exhibit 507.

6277

Libau, 19/2 Dec. 1909.

Private.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Fighting steamers. We are pleased to inform you, that at the last Conference meeting it was decided to allow our line for eastbound Libau passengers on fighting steamers compensation for the difference between the regular and reduced net rate, but limited to $12, of which please take note.

6278

Yours faithfully,
THE RUSSIAN AMERICA LINE,
RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
F. Schestarorsky.

R Copy Cphg.

6279

6280 **Petitioner's Exhibit 508.**

Libau, 23/6 December, 1909.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your favor of the 19th ult. dealing with the rates for second B has come to hand, and contents duly noted. As you will have learned in the meantime the Conference requires a difference of $10, between the steerage rate *included head tax* and second cabin B rate, and the second cabin B rate must therefore be $62—when
6281 the steerage rate is $48. We are however in touch with the conference about the matter, and shall let you know the result.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
F. Schestakorsky.

Paul Dec. 17, 1909.
R

6282

Petitioner's Exhibit 509.

6283

Jan. 6, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Please note that we sent you a statement showing the amount due the Company for the steamer Russia. Of course the Company will understand that they are to be reimbursed by Secretary Peters for the difference between $22.00 and $30.00 to Rotterdam and $29.00 and $37.00 to Libau, which makes $8.00 per ticket for each steerage passenger carried. Kindly communicate with him.

6284

Yours very truly,

Copy to Copenhagen.

6285

6286 **Petitioner's Exhibit 510.**

Jan. 31, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Mr. Philip Heineken, a director of the North German Lloyd S. S. Co. was here. In a conversation with our different steamship friends and the Committee, we understand, in reference to quoting a cheap rate when the N. W. T. has a cheap rate, it has been the opinion of some of the members of the committee that that has
6287 been a very expensive proposition to the Lines such as the North German Lloyd and Hamburg American Line, who naturally have to pay the largest part of the expense on account of the large interest in the Pool, and it has been proposed and suggested not to meet these rates, and the director, Mr. Heineken, will take this matter up, as we understand, with the other lines, when he returns to the other side. We are writing you this for your personal information so you are posted should this matter come up.

Yours very truly,

Copy to Copenhagen.

6288

Petitioner's Exhibit 511.

6289

Libau, 15/28, December, 1909.

C. R.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

S/S Russia 9. Upon receipt of your telegram: "Small committee desires Russia fighting steamer call Rotterdam Benham Berg agree if you agree improved steerage will go empty unless fighting steamer in which case will most probably get about 150 to 200 telegraph in any case."

6290

We communicated with the coal suppliers at Newcastle, and succeeded in cancelling the quantity ordered for this steamer.

Hereafter we wired you back:

"Russia we agree to your suggestion," and now hope she will get a good number of passengers eastbound.

We also understand we will get recompensation for the Libau passengers, so as decided by the Conference Lines, and we are now looking forward to your sailing telegram.

Yours faithfully,

6291

THE RUSSIAN AMERICA LINE.
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Robert Christian.

6292 **Petitioner's Exhibit 512.**

THE WESTERN UNION TELEGRAPH COMPANY.

Jan. 7, 1912.

ORIENT COPENHAGEN.

IMITATE PEELTURF BIRMA OR ESTONIA BAJULANTIS FOR GREEK LINE UGNITORE SAME GALMGATEN MEDITERRANEAN CONFERENCE TALACORY IKOSIUM SELL CHYNCHE BERG.

6293 JOHNSON

INQUIRY HAS BEEN MADE WHAT IS THE PRICE OF BIRMA OR ESTONIA WE BELIEVE IT IS FOR GREEK LINE. THE UNDERSTANDING IS SAME IS GOING IN MEDITERRANEAN CONFERENCE. ADVISE BY TELEGRAPH IF YOU ARE INCLINED TO SELL. WE HAVE CONSULTED WITH CAPTAIN BERG.

6294

Petitioner's Exhibit 513. 6295

Feb. 11, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of your cable in which you stated to instruct the Captain to proceed to Leeds, in reply to our cable in which we asked you for instruction, if the steamer should proceed via Rotterdam or direct to Libau in case we only have 50 passengers for Rotterdam.

The outward business is very poor, as you will see 6296
from the pink sheets we are sending you, with the exception of the fighting steamers of the cheap rates, and certainly, all the agents knowing that there will be a fighting steamer against the North West Transport Co. always keep the passengers for these steamers. We had about 50 Rotterdam passengers for the Lituania and have transferred them to other lines.

We beg to enclose you herewith a clipping from which you will see that the North German Lloyd will start from March 10th, a direct service from Bremen to Philadelphia, and go from Philadelphia to Baltimore on the voyage from this side. This certainly will effect the outward business from the state of Pennsyl- 6297
vania and vicinity.

Yours very truly,

Copy to Copenhagen.

6298 **Petitioner's Exhibit 514.**

Jan. 13, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to confirm our cable of today in which we informed you that the steamer Estonia will sail from this Port Tuesday, the 18th inst. For your information, the Small Committee has selected the Estonia as a Fighting Steamer, as the Rate of $22.00 to Rotterdam and $29.00 to Libau.

6299 Yours very truly,

Copy to Copenhagen.

6300

Petitioner's Exhibit 515.

6301

Jan. 21, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The S. S. Lapland is to sail tomorrow at the rate of $22.00 to Antwerp, and $6.00 and $7.00 from Antwerp to Russian points by rail, makes the rate to Libau about $29.00. The rate on the Birma being $38.00, and the steamer going direct to Libau, where at this time of the year there is no direct business to Russia of any kind, naturally there will be no passengers to 6302
speak of on the Birma.

For your information, there were three steamers used as fighting steamers against the Uranium, which was to sail yesterday as they have postponed their sailing three times; once the Hamburg American Line, then the Estonia, and tomorrow the Lapland.

These oppositions of rates of course knock out the outward business, as passengers are being so well posted that they seem to try to find out when the next North West Transport steamer sails, and they feel to know now that there will be a cheap rate placed against them and they wait until the last few days before buying a ticket in order to get the cheaper rate. Somehow 6303
or other, it demoralizes the business for all lines.

Yours very truly,

Copy to Copenhagen.

6304 **Petitioner's Exhibit 516.**

THE WESTERN UNION TELEGRAPH COMPANY.

Nov. 9.

TO—Rusamerika
Libau.

Talacory pecudifer Estonia fighting steamer camatiate scaptios 400 Rotterdam passengers or sdogasti direct Libau as Haferzina Rotterdam freight.

6305

6306

Petitioner's Exhibit 517.

6307

Jan. 7, 1910.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

A ship broker by the name of Streeter called us up on the telephone and inquired of us whether the steamer Birma or Estonia could be bought and at what figure. We immediately inquired and ascertained through discussion that the ship broker, Mr. Streeter, was representing a Fredrick Allesi of Genoa. Being at this particular time the Greek Line is about to enter 6308
the Pool in some way or other, we ascertained through other sources that it is possible that the Greek Line might be in the market to purchase a steamer. We thereupon, after consulting with Captain Berg, decided to send you the following cable:

"Imitate Poolturf Birma or Estonia Bajulantis for Greek Line Ugnitors same Galmgaten Mediterranean Conference Talacory Ikosium Sell Chynche Berg," which means:

Inquiry has been made what is the price of Birma or Estonia. We believe it is for the Greek Line. The understanding is same is going in Mediterranean Conference. Advise by telegraph if you are inclined 6309
to sell. We have consulted with Captain Berg.

We are awaiting your cable answer as we are not aware that the Company at present is willing to sell any of the steamers. As soon as we receive your cable we will then submit it to the broker and await further developments.

Yours very truly,

6310 **Petitioner's Exhibit 518.**

Jan. 21, 1910

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Your favors of the 8th and 10th instant, in answer to our telegrams, in reference to the broker who was negotiating with us in reference to the sale of either the Birma or Estonia, to hand.

In your letter of the 10th you state that you do not understand our cable, "Broker is trying to back out cannot make a firm offer," as, when no firm offer has
6311 been made it would not be necessary to back out. To this we must answer that the broker, whose reputation we found out was not of the best, but we stated to him that we do not think our Company would take less than $400,000.00 for the steamer Birma. This did not phase the broker and he insisted and was even willing to pay for the cable, to find out whether these steamers could be bought and at what price.

After making inquiry we ascertained that the Greek Line was about to enter the Mediterranean Conference and as the broker stated to us his principal was Fredrick Allesi of Genoa, we put both things together and thought possibly there might be something to it, and when we cabled you we mentioned the Greek Line in
6312 order to place the Company in possession of the information so that they could communicate with someone or with the Pool people, if necessary to find out if they were in the market. We considered this of course our duty, when the broker was willing to pay all the cables and expenses, but after receiving the Company's cable and communicating with Mr. Streeter, that we are ready to talk business with him, he made us an offer of $80,000.00 for the Birma only. This was ridiculous on the face, and therefore we cabled to you, "Broker is trying to back out cannot make a firm offer" for that was enough for us to know that there was nothing in the whole transaction.

Yours very truly,

Petitioner's Exhibit 519. 6313

Copenhagen, 8th Jan., 1910.

Libau-New York Trade.

J/S

Private and Confidential.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We are in receipt of your telegram as follows:

"Inquiry has been made what are the present prices of 'Birma' or 'Estonia' we believe for Greek Line the understanding is that same going in Mediterranean conference advise by telegraph if you are inclined to sell we have consulted with the Captain Berg." 6314

to which we replied:

"Birma Estonia are not for sale actually but if you can make firm offer £50,000 £40,000 respective we might give consideration,"

and you will understand that the steamers are really not for sale, but in case you could come forward with a firm offer of £50,000 for the "Birma" or £40,000 for the "Estonia," it is possible that our friends, Messrs. The Russian East Asiatic S. S. Co., Ltd., might be willing to dispose of the steamers. 6315

We are, dear sirs:

Yours faithfully,
AKTIESELSKABET,
DET OSTASISTISKE KOMPAGNI,
PP M. Gosher.

6316 **Petitioner's Exhibit 520.**

THE WESTERN UNION TELEGRAPH COMPANY.

Nov. 22.

To Rusamerika
Libau.

Payuelas Lituania Whips fighting steamer talacory achlysie.

Petitioner's Exhibit 521.

Libau, 4/17th, June 09.

6317

A. J. Max.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We duly received your today's telegram reading

"Despatch as soon as possible 2000 Roubles 200 Roubles.
Michail Radzis Korschi Ujezdtreki Wilnagub."

in reply to which we regret we had to wire you:

"Kerschi not to be found"—

6318 We note from "Joint Proceeding No. 11 of the Conference" that it has been decided to divide the commission on Southern Pacific Railfare as follows:

2 1/2% to the Steamship Company
2 1/2% to the General passenger agent
5% to booking agents

wherefore we shall thank you in future to credit us with the 2 1/2%.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Robert Christian.

Petitioner's Exhibit 522. 6319

Libau, 1/14 June 1909.
R. C.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Mr. Peters at Jena informs us that the question of prepaid cancellation fee has been referred to the New York Conference for settlement.

Our opinion is, that 10% ought to be charged on every cancelled ticket irrespective of the reason why the passenger did not come forward, and we should 6320
thank you to take up this standpoint.

Please inform us of the result.

Yours faithfully,
THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
F. Schestakorsky.

Ink notation, Mr. Sanford how about this, MS.

Pencil notation, Mr. Straus, See Docket, Serial No. 12.

No. 188 and A. A. C. Grill Minor No. 36 of June 21, L. S. R.

6321

6324 **Petitioner's Exhibit 523.**

Libau, 20/2 September, 1909.

R. C.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Cabin Passengers. As you will be aware our arrangement with the Atlantic Conference does only concern steerage passengers, and consequently it is of importance to us to obtain as many cabin passengers as ever possible.

6323 According to our arrangement with the other lines we are bound to have a difference of not less than $10 between improved steerage and 2nd cabin, and we wired you today in order to facilitate your endeavors:

"Reduce 1st cabin $55—Rotterdam, $65—Libau 2nd cabin $45—$50—eastbound, westbound. Endeavor fill Russia's cabins. Telegraph confirmation."

after which considerable reduction we trust you will see your way to fill all the cabins of the "Russia," in spite of the rather short time which is left you.

We contemplate evtl. to make our improved steerage a 2nd class B on the "Estonia" and "Lituania" and use the 1st class on "Russia" and "Birma" for 2nd
6322 class passengers, but to this scheme we shall revert later on.

Yours faithfully,

THE RUSSIAN AMERICA LINE,

THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

Sep. 13, 1909.
Paul & Mr. Straus.

Petitioner's Exhibit 524. 6325

Oct. 29, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of the Company's two cables reading:

"Russia Chofreire advisable decideros"
"Russia rareness oblongo achispado ful compensation bailoteo orienting oriolanas."

On receipt of the latter cable we communicated 6326
at once with the secretary of the Conference, but he informed us that the "Russia" cannot be taken as a fighting steamer because he has received the notice from Secretary Peters that our Company has withdrawn from by-law #22, and in order to arrange that our S. S. "Russia" can be selected as a fighting steamer, we have telegraphed you as follows:

"Secretary imprimaba Peters acianto again bylaw 22 otherwise our steamers whipsters selected fighting abundamos."

We hope you will not fail to communicate at once with Secretary Peters, in order that our steamers, in 6327
this particular case the "Russia," can be selected as fighting steamers, on the compensation basis of $30.00 and $37.00 respectively.

Yours very truly,

Copy to Copenhagen.

6328 **Petitioner's Exhibit 525.**

Nov. 19, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We respectfully call the Company's attention to the difference between our second class rate from Libau compared with the rates of the other lines from Rotterdam to New York, or from Antwerp to New York, via the Holland American Line or the Red Star Line.

The prepaid rate of the Holland American Line and the Red Star Line, steerage, for Russians, $40.50 ex-
6329 clusive of head tax, and their second class rate from Antwerp and Rotterdam being $50.00 is based on the steerage rate of $38.50 from both Antwerp and Rotterdam, on all classes excepting Russians, for which they charge $2.00 more, as the Company understands that all lines make extraordinary efforts for second class passengers, by charging $10.00 more than the steerage rate, and then do not charge the head tax.

Our second cabin B rate from Libau being $62.00 is evidently based on the $48.00 steerage rate to New York, plus the $4.00 head tax, which equals $52.00. Then the Company adds the $10.00 which is the difference between second class and steerage making the second cabin B $62.00.

6330 We think, if the Company agrees with us, that $58.00 would be sufficient, and also, we would then possibly be able to get second cabin B business, which does not count in the pool. This would put us in the position to sell those tickets instead of giving us a prohibitive rate of $62.00, and naturally we will not be able to sell any second cabin B tickets from Libau to New York at this rate, and as we have a right, as we understand it, to charge $10.00 above the rate exclusive of head tax, we would exercise our right and privilege by making the rate $58.00 and we respectfully call your attention to this while our steerage rate is so high compared with other lines.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 526.

6331

Libau, 10/23, November, 1909.

7 C. R.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

S/S LITUANIA. In reply to your cable of today "It is possible Lituania will be fighting steamer ad- "vise by telegraph if you agree" we telegraphed you: "Lituania we will agree,"
which we herewith beg to confirm.

Yours faithfully,

6332

THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

(Signature undecipherable.)
Paul Dec. 6-1909.

Petitioner's Exhibit 527.

Libau, 20/3, December, 1909.

7 C. R.

Messrs. A. E. Johnson & Co., 6333
New York.

Dear Sirs:

Your favor of the 19th ult. came duly to hand, and we note your remarks about the high prepaid rates, but must maintain same in order to bring our excess for westbound passengers down.

Yours faithfully,

THE RUSSIAN AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

Signature undecipherable.

6334 **Petitioner's Exhibit 528.**

Libau, 23/5 February, 1909.
R. C.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Will you be so kind to apply to the Conference Secretary on your side and secure us a copy of "The joint proceedings of the American Atlantic Conference" from January, 1907, and also to send us a copy immediately upon issue in the future, thereby obliging

6335 Yours faithfully,

THE RUSSIAN AMERICA LINE.
RUSSIAN EAST-ASIASTIC STEAMSHIP CO., LTD.
(Signature undecipherable.)

Pencil notation

Commenced June, 1908.

L. Sanford, Esq. Kindly comply with our company's request Ms.

Mr. Straus—Herewith *AAC* Minutes of meetings ♯1 to 6 inclusive and also ♯8.

This series commenced June 25, 1908, not in 1907—No. 7 not issued yet.

6336 We will place your name on our list for 2 copies of all these minutes issued in future—O. E. Morse 2/20/09.

Petitioner's Exhibit 529. 6337

Libau, 27/10. May, 1908.
R. C.

7.

Messrs. A. E. Johnson & Co.,
New York.
Dear Sirs:

Maintenance of Conference. We are in receipt of your favor of the 27th ult. with enclosure, contents of which noted with interest, and after having perused same we may say that we would find it unreasonable if we had to pay more than the Scandinavian America Line, for the motivation for their contribution of 6338
$200 a year, that "activity of Conference in respect to Scandinavian passenger business is moderate" does to a still higher extent apply to the Russian passenger business. As for the Italian Lines we do not know in what degree they occupy the Conference, but it is no doubt more than we.

We would therefore ask you to induce the Conference to reconsider the matter and failing acceptance of $200 try with 250 or 300. Should the Conference after all keep up their standpoint, we must leave it to you to judge whether the membership is worth $400 a year to us and act accordingly.

Please inform us of the result. 6339

Yours faithfully,
THE RUSSIAN AMERICA LINE.
RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

Pencil notation.
Refer to Mr. Straus.
May 22, 1909.
(Signature undecipherable.)

6340 **Petitioner's Exhibit 530.**

Libau, 29/12, May, 1909.
R. C.

7.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

A. A. C. Joint Proceedings No. 13. We are obliged for your favor of the 20th ult. with enclosures, and shall abstain from availing ourselves of the Southern Pacific's orders.

6341 From the proceedings we understand that it has been resolved to extend the railway commission of 10% to all territory of U. S. A. and Canada, and should thank you to let us know when this regulation will come into force.

We have previously asked you to furnish us with a copy of the joint proceedings as they appear, and hereby beg to repeat this request.

Wireless. Has it become law in U. S. A. that all passenger steamers must be fitted with wireless and if so when does it come into force?

Yours faithfully,

THE RUSSIAN AMERICA LINE.

6342 RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

Pencil notation.
Paul Mr. Straus.
May 24, 1909.

(Signature undecipherable.)

Petitioner's Exhibit 531.

6343

Libau, 2/15, May, 1909.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your favour of the 1st inst. concerning improved steerage rate to hand and contents of same noted.

In this connection we beg to confirm our todays telegram:

"Reduce eastbound steerage $3," which we sent because we have a big shortage for eastbound passengers.

Yours faithfully,

6344

THE RUSSIAN AMERICA LINE.
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
(Signature undecipherable.)

P. S. We beg to acknowledge receipt of your todays' telegram:

"14th of May, 220 prepaids" for which accept our thanks.

F. SCH.

R.

6345

6346 **Petitioner's Exhibit 532.**

May 13th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Raglan Castle sailed yesterday with 3 cabin and 127 steerage passengers. The rate for the Raglan Castle has been $26.00 $5.00 cheaper than our rate to Rotterdam and the Committee which was appointed did not feel like meeting the rate, as they did not think they could carry very much. Our line naturally
6347 suffered, as we should have carried those 127 steerage passengers which the Raglan Castle carried, but our rate was as stated above $5.00 higher, and the committee did not think it necessary to meet the rate. We therefore only carried 66 steerage passengers and 19 cabin.

Besides the rate, the agents' commission was $3.00 and $4.00 per head but the committee is watching the Northwest Transport Line and it has been agreed among them all that it would be a short life with them.

Also, the Bluecher, which sailed yesterday morning, left with 125 steerage passengers which steamer is a fine and elegant boat. They felt the competition but they did not mind it.

6348 Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 533. 6349

May 14, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

For your information the steamer "Raglan Castle," of the N. W. Transport Line, which sailed against us on the 11th inst., their rate was $26.00 against our rate of $31.00 but on the next steamer, as per our letter to you of today, the Small Committee has decided to meet the tactics of the Northwest Transport Line.

We below give you a copy of the letter which has 6350
been promulgated by the Small Committee as follows:

"Small Committee have decided to establish 'Estonia' Eastbound May 22nd, at $26.00 rate gross subject to further change in rate or change in sailing date if found desirable. 'Volturno' is scheduled to sail Eastbound May 22nd. Advertised rate $30.00 less commission $3.00. Parties of ten or more, $26.00.

Signed by the Small Committee.

N. Winter, North German Lloyd.
L. H. Farley, Red Star.
Nyland, Holland American.
Max Straus, Russian American." 6351

Yours very truly,

Copy to Copenhagen.

6352 **Petitioner's Exhibit 534.**

May 14th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

As the Northwest Transport Line have a steamer on the 22nd inst., the small committee appointed to watch their interests, have decided to use the "Estonia" in fighting the reduced rates of the Northwest Transport Line, and instructed us to make the rate on this steamer to Rotterdam $26.00 and therefore the Libau rate will
6353 be $33.00 and under the old rules which have not been changed by Mr. Peters the Secretary the line thus used for fighting purposes is compensated at the rate of $30.00 per head to Rotterdam therefore the Pool Lines will have to pay the company $4.00 for each passenger carried.

Kindly write Mr. Peters a line, as the committee claimed it has not been changed from last year.

Yours very truly,

Copy to Copenhagen.

6354

Petitioner's Exhibit 535.

6355

May 20th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Small Committee appointed to fight the rates of the North West Transport Line have decided that we should also fight on June 5th with the steamer "Russia," and instead of making our rates $28.00 to Rotterdam, we should reduce our rates to $26.00 to Rotterdam the company being compensated by the Pool Lines, the same as last year.

6356

We shall comply with their request which means that we should not send out our circulars from here until Saturday morning the 29th inst.

On this steamer we shall charge $4.00 more for improved steerage instead of $2.00 more, as the steamer of the North West Transport Line leaving June 5th has no improved steerage, and we trust we will receive good support and show good results.

Yours very truly,

Copy to Copenhagen.

6357

6358 **Petitioner's Exhibit 536.**

May 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

As the steamer "Estonia" has been designated as the fighting ship against the "Volturno," the committee called upon us today and requested us to hold the steamer until Monday on account of the "Volturno" being postponed till Tuesday and to procure whatever other business we can get.

6359 They are also writing to Mr. Peters, to arrange to compensate the company for the cost of the same, which we estimated would be about $500.00 per day.

Besides this you understand for this steamer the company is only getting $26.00 to Rotterdam. You will also bill in to the Pool Lines for the difference between $26.00 and $30.00 which is the amount the lines compensated other lines last year when they competed against outside lines, and as our rate was only changed to $28.00 for the S. S. "Russia," we therefore are entitled to the difference in rate between $26.00 and $30.00 for the S. S. "Estonia."

The members of the Small Committee are to send us a copy of the letters they are to send recommending

6360 paying us whatever expenses we have incurred in holding the steamer over.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 537.

6361

May 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

As you will note, we claimed our rate to have been $31.00 for the "Estonia" and not $28.00. When we received notice from you to reduce the rate of $28.00 we sent this notice out only for the "Russia" as the "Estonia" was already designated as the fighting ship against the "Volturno," therefore we claimed that the company is entitled to the difference of $4.00 per head 6362
carried, which is the rate as stated in our other letter of today, that the Pool Lines paid last year for the fighting steamers.

The company will understand that our reduction of $28.00 was only made for the S. S. "Russia" and not on the "Estonia" as we did not care to make our rates $28.00 on the "Estonia" as the company would therefore only be compensated at the rate of $2.00 per head.

Since the "Russia" has also now been designated by the Small Committee to fight the next steamer on June 5th, the company will of course receive only the difference of $2.00 per head, as the rate on this steamer officially is only $28.00. This is our understanding 6363
in the matter, and hope the company will approve of the action taken by us under the circumstances, we benefiting the $30.00 rate on the "Estonia" instead of $28.00 any way, and also for whatever expense the company is placed to by holding the steamer in New York from Saturday to Monday. This of course includes dock expenses and the feeding of the passengers two days more, and you would understand what other expenses to put in better than we.

Yours very truly,

Copy to Copenhagen.

6364 **Petitioner's Exhibit 538.**

May 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We below give you a copy of the Small Committee's report issued today.

"Steamer 'Uranium' scheduled Eastbound from New York June 5th, advertised rate $26.00 commission $3.00 but allowing $4.00 and even $5.00 on parties of 10.

6365 Small committee selected S. S. 'Russia' Eastbound June 5th from New York to have authorized tariff of $28.00 commission $2.00 to be reduced to $26.00 commission $2.00 the basis however, not to be published or used prior to May 29th."

This is for your information.

Yours very truly,

Copy to Copenhagen.

6366

Petitioner's Exhibit 539.

6367

May 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

As you will note, we claimed our rate to have been $31.00 for the "Estonia" and not $28.00. When we received notice from you to reduce the rate to $28.00 we sent this notice out only for the "Russia" as the "Estonia" was already designated as the fighting ship against the "Volturno," therefore we claimed that the company is entitled to the difference of $4.00 per head carried, which is the rate, as stated in our other letter of today, that the Pool Lines paid last year for the fighting steamers

6368

The company will understand that our reduction of $28.00 was only made for the S. S. "Russia" and not on the "Estonia," as we did not care to make our rates $28.00 on the "Estonia," as the company would therefore only be compensated at the rate of $2.00 per head.

Since the "Russia" has also now been designated by the Small Committee to fight the next steamer on June 8th, the company will of course receive only the difference of $2.00 per head, as the rate on this steamer officially is only $28.00. This is our understanding in the matter and hope the company will approve of the action taken by us under the circumstances, we benefiting the $30.00 rate on the "Estonia" instead of $28.00 any way, and also for whatever expense the company is placed to by holding the steamer in New York from Saturday to Monday. This of course includes dock expenses and the feeding of the passengers two days more, and you would understand what other expenses to put in better than we.

6369

6370 *Petitioner's Exhibit 539*

We however agreed to the Small Committee in holding the steamer over until Monday in order to meet the tactics of the North West Transport Co. They postponed their steamer not on account of any particular tactics, but on account of damage done. We asked the Small Committee to relieve us of this, and to recommend to the Secretary Peters to compensate the company for same.

Yours very truly,

Copy to Copenhagen.

6371

6372

Petitioner's Exhibit 540. 6373

May 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find a copy of a letter sent to the Secretary Peters, which explains the situation. Under the circumstances, the company will understand that we desire to be released of the situation of holding the steamer over till Monday on account of the company cabling about the boilers, and the committee recommended to Mr. Peters to compensate us for 6374
whatever expense we may have.

For the company's information, our rate for the "Estonia" was $31.00. When we received the company's cable to reduce our rates to $28.00, we put the reduction in for the "Russia" as the "Estonia" had been designated by the Small Committee to meet the rate of the "Volturno."

The company will therefore make a claim for each $26.00 passenger $4.00 the same as was paid by the Pool Lines last year which is our understanding.

The "Russia" has now been designated to meet the next steamer of the North West Transport Co., but we have already reduced our rates for the "Russia," 6375
to $28 as per the company's cable therefore the company will be entitled to the difference between $26.00 and $28.00 to Rotterdam, etc.

Yours very truly,

Copy to Copenhagen.

6376 **Petitioner's Exhibit 541.**

May 26th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find statement of extra commission of $2.00 allowed to the non-conference agents to take away the business that they have booked for the "Volturno" amounting to $104.00. This amount we have charged to the company's account, which you will receive back from the Pool, after making your claim.

6377 We also show you in this statement rail fares from Rotterdam amounting to $21.90, which is the difference between the rail fare from Hamburg and destination and Rotterdam to destination, as the North West Transport Co., used the Hamburg rail fares instead of the inland rail fare from Rotterdam. As per our arrangement with the Small Committee the company will also receive this from the Pool. Kindly put in your claim for same.

Also please note the difference between the rate of $26.00 and $30.00 and the same also applies to Libau, as per letter written to you on the 21st inst. You are to charge the Pool Lines this $4.00 on each passenger carried, the same as the Pool Lines arranged
6378 with the other lines when they were in competition with outside lines.

As we were to receive for this steamer $31.00 instead of $26.00 to Rotterdam, as explained to you in our letter of the 21st, we only put the $28.00 rate in effect for the "Russia" and not for the "Estonia" in order to have the company receive the benefit.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 542. 6379

May 20th, 1909

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to your letter of the 29/12th May, in reference to A. A. C. Joint Proceedings #13 we noted that you shall abstain from availing yourselves of the Southern Pacific's orders which information we have conveyed to the secretary.

Your understanding of the proceedings that 10% commission will be allowed in all territory in the 6380
United States; this is not yet in effect, as the committee is working on this for this some time and there is no special headway at present. As soon as such would take place however, the company will be informed at once.

We have again asked the secretary of the Conference to give us a list of all Joint Proceedings to send to our company, and the secretary promised to make a list up for us to forward to you.

Regarding wireless, beg to inform you that now law of this kind has been passed, therefore it is not compulsory.

Yours very truly,

Copy to Copenhagen. 6381

6382 **Petitioner's Exhibit 548.**

May 26th, 1909.

Libau, Russia.

Messrs. The Russian American Line,

Gentlemen:

Maintenance of Conference: We are in receipt of the company's favor of the 27/10th inst., and beg to inform you that after consulting with the secretary of Conference it was impossible to have the amount reduced from $400.00 as the Managing Committee has decided upon this amount but this is the maximum
6383 amount, and there was no use for us to dilly dally any longer, so we accepted the proposition without any protest, we the understanding that the subscription covers freight participations as well as passenger and general subjects.

We therefore paid the Conference since September, $133.00 which will be charged to the company's account in our next financial statement. Enclosed we also hand you a copy of Mr. Sandford's letter.

Yours very truly,

Copy to Copenhagen.

6384

Petitioner's Exhibit 544.

6385

May 27th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Please note that the S. S. "Volturno" left yesterday at 4 P. M. They detained the steamer till 4 o'clock with the object of getting more passengers. This steamer carried 77 steerage against our 344 passengers.

Besides this, we have taken away from their agents 60 souls by paying an extra commission and meeting their Hamburg rail fares as per our statement send to you today.

6386

Yours very truly.

Copy to Copenhagen.

6387

6388 **Petitioner's Exhibit 545.**

June 2nd, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge the company's letter of the 9/22nd May regarding the Eastbound rate, in which you inform us that through the Hamburg-American Line the Secretary of the Atlantic Conference was informed that we charged only $26.00 eastbound to Rotterdam, you having instructed us to reduce only to
6389 $28.00.

In the meantime you have already received our letters in which we informed you that the Small Committee, which is appointed through Secretary Peters, has power to instruct us to reduce our rates and they instructed us to reduce our rate to $26.00 to Rotterdam, and the company will receive the difference between $26.00 and $30.00 for the S. S. "Lituania," the same as was paid to the fighting steamers last year.

As already informed you, the Small Committee instructed us to reduce our rate for the "Estonia" to $26.00 in order to fight the "Volturno" of the North West Transport Co.

Yours very truly,

6390 Copy to Copenhagen.

Petitioner's Exhibit 548.

6391

June 4th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

For the S. S. "Russia" you will notice that the Small Committee has reduced our rate from $26.00 to $25.00. This reduction was made on Wednesday, the 2nd inst., too late of course to reach the Chicago and Western agents, therefore, a number of tickets will be sold at the $26.00 rate, as we do not refund the difference to the passengers.

6392

The company however, if it sees fit, can claim $3.00 from the Pool instead of $2.00 on these passengers, as the official rate for this steamer was made $25.00 by the Small Committee, whereas our regular rate should have been $28.00. This is for your confidential information.

Yours very truly,

Copy to Copenhagen. Confidential.

6393

6394 **Petitioner's Exhibit 547.**

June 4th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to inform the company that the North West Transport Co., finding that they have no passenger for their steamer tomorrow on account of the competition with the S. S. "Russia" decided to day to postpone their steamer till Tuesday. The Small Committee therefore decided to put the White Star Line
6395 steamer "Oceanic" sailing Wednesday against them with a $25.00 rate.

This is for your information.

Yours very truly,
A. E. JOHNSON & CO.,
M. S.

Copy to Copenhagen.

6396

Petitioner's Exhibit 548.

6397

June 8th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Please note that the "Raglin Castle's" date has now been postponed from June 18th to June 23rd, which is the sailing date of the S. S. "Lituania," as per your sailing list. The Small Committee has decided to place the "Lituania" against the "Raglin Castle," whose rate is $25.00 officially, with $3.00, $4.00 and $6.00 commission. The Small Committee claims that we will be 6398
compensated the difference between the $24.00 rate and $28.00, to Rotterdam, and as the Pool Lines under no circumstances pay higher than $30.00 compensation to any line used for fighting purposes, we therefore are only compensated at the rate of $4.00. We therefore made our Libau rate $33.00 instead of $35.00, as the "Raglin Castle's" rate to Libau is $31.45, not desiring to have too much of a difference on Libau, so the Company will not lose any Libau business.

Besides this, as the Company knows, the North West Transport Co. is using the Hamburg rate instead of the Rotterdam rate, which we have explained before in our previous letter, which are from $1.00 to $1.50 6399
cheaper.

The Small Committee also desires us to use the tactics as far as commissions are to be paid that when we find it necessary, to pay $2.00 or more commission, or whatever the amount should be, in order to take away the business from their agents, as we have done before on the "Estonia" and "Russia;" that we should pay this extra commission and charge it up to the Pool Lines, and the Company will be compensated by the Pool Lines accordingly. Therefore we cabled you today, as per your letter of the 15/28th ult. asking for your approval.

Yours very truly,

Copy to Copenhagen.

6400 **Petitioner's Exhibit 549.**

June 8th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

For your information, the "Uranium" left today with 147 steerage and two cabin passengers. The "Oceanic" which is scheduled against this steamer tomorrow at a $25.00 rate expects about 600 to 700. The Holland American Line steamer "Nieuw Amsterdam" which sailed today, has 195 steerage passen-
6401 gers. The North German Lloyd steamer, "Kronp. Wilhelm" had 233 steerage passengers.

This is for your information.

Yours very truly,

Copy to Copenhagen.

6402

Petitioner's Exhibit 550.

6403

June 8th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to the weekly statements on eastbound business, #19, that we are short 1279 Eastbound passengers, and on Westbound we are short 95 passengers, we evidently will make up our shortage in the eastbound with the next steamer, the "Lituania," as in the statement issued the 23rd of May, we note that neither the "Estonia's" 344 passengers or the 6404
"Russia's" 607 passengers are included. Since then of course the lines have had quite some outward business from here, for instance, the Cunard Line had over a thousand steerage passengers. The Scandinavian American Line, who we understand are now in the Pool will have over 1200 passengers tomorrow and as soon as the statistics are figured up, we suppose the Pool Lines will raise our rates from here. We understand that the White Star Line, Southampton Service is about 3000 passengers short Eastbound, being that they have also been placed in the fighting position against the North West Transport Co., this Line will reduce their shortage considerably.

Yours very truly, 6405

Copy to Copenhagen.

6406 **Petitioner's Exhibit 551.**

June 8th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find a copy of notice from the Secretary's office of appointing the Small Committee for the months of June, July and August. This is for your information.

Yours very truly,

6407 Copy to Copenhagen.

6408

Petitioner's Exhibit 552.

6409

June 11th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Small Committee advise: S. S. "Raglan Castle" advertised to sail Eastbound from New York June 23rd.

S. S. "Lituania" also scheduled Eastbound June 23rd.

Two circulars of the North West Transport Co. have been seen—one quoting rate to Rotterdam $27 less $3. The other with rate of $25 less $3. Apparently they have not issued circulars in New York City and vicinity and if the $27 less $3 rate is met in the country they will immediately send out the $25 less $3 circular. 6410

S. S. "Lituania" selected—Circulars with rate of $24 less $2 will be issued in the West on Tuesday, June 15. This rate and commission will be passed verbally to New York City agents on Wednesday, June 16th.

This is for your information.

Yours very truly,

Copy to Copenhagen. 6411

6412 **Petitioner's Exhibit 553.**

June 12th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find statement of extra commissions paid on the S. S. "Russia" to different non-Conference agents, amounting to $62.00, which we have charged to the Company's account. This money you will collect from the Pool, which has been authorized by the Small Committee.

6413 In other words, instead of paying these agents $2.00 commission, we paid them $4.00.

Yours very truly,

Copy to Copenhagen.

6414

Petitioner's Exhibit 554.

6415

June 16th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Mr. Lawson Sanford, the Secretary of the Conference, intends within the next two weeks to take a trip on the Grand Trunk Pacific Ry. to look over the land situation of the G. T. P. We are sending you by the next steamer some large maps of the Grand Trunk Pacific Ry., which will give you an idea of the vast amount of land which will be opened 6416
for settlementt when the Line is finished. From a conversation with our Mr. Straus and Mr. Sanford it developed that Mr. Sanford and Mr. Bell the General agent of the Grand Trunk Ry. are discussing about starting a large land colony on the G. T. P. Ry., which possibly will range from 250,000 to 1,000,000 acres of land, and as the soil on this new land is supposed to be of the finest, some of the steamship companies, in fact most of them, including the heads of departments, have made requests on Mr. Sanford for participation in this vast undertaking. Of course it would take years before the G. T. P. Ry. will be properly settled with farmers.

6417

We stated to Mr. Sanford that our Libau people would be very much interested, particularly in furnishing immigrants, the same as other lines would be doing, but with the conditions of course that the heads of our departments, the Russian American Line, will be counted in on the ground floor. Our idea of ground floor is entirely different from Mr. Sanford's, and that is, we should at least get this land from the G. T. P. Ry. for nothing, as we would put the settlers on the land and the settlers naturally furnish freight through their crops, as the steamship companies could

6418 *Petitioner's Exhibit 554*

do more in one year with their heads of departments than the G. T. P. Ry. could do in ten years.

Should the deal go through after Mr. Sanford returns, we shall be glad to send you the entire information so that you can participate in whatever profits there should be in this arrangement.

We simply send this letter to the Company as advance information, as we have no other information that we can give you until Mr. Sanford returns.

Yours very truly,

6419 Copy to Copenhagen.

6420

Petitioner's Exhibit 555. 6421

June 18th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The Small Committee has decided to meet the tactics of the North West Transport Co. whose rate is $23.00 to Rotterdam, $3.00 commission; $4.00 and $5.00 on the quiet; therefore our rate to Rotterdam will be $22.00, but we did not disturb the Libau rate, as we understand we could not get from the Pool Lines higher than $30.00 on Libau. The difference 6422
of $2.00, which we have now reduced since the $24.00 rate you will receive from the Pool Lines. Therefore, the Pool Lines will have to pay the company $6.00 per head for each passenger carried to Rotterdam at the $22.00 rate.

The reason we did not cable you is because we had authority from you for the $24.00 rate, and as the Pool Lines will pay the difference, it certainly will not make any difference now, as we did not change the Libau rate.

Yours very truly,

Copy to Copenhagen. 6423

6424 **Petitioner's Exhibit 556.**

THE WESTERN UNION TELEGRAPH COMPANY.

Time filed
June 8

Rusamerika
Libau

Small committee selected Lituania Rotterdam rate Orgyia Libau origenes Cheopes by pool orbatores for Rotterdam. Addicendo taligalee.

6425 **Petitioner's Exhibit 557.**

Copenhagen, 15th April, 1908.
Libau-New York Trade

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to acknowledge receipt of your favor of the 3rd inst., contents of which are noted with thanks, and we regret to see that in fighting the non-Pool Lines the Pool Lines dispatch boats on the same dates as the lines outside the Conference and at lower rates.

6426 From our letter of the 10th inst. you will have noted what was the cause of our inquiry regarding your prices to the Continent. As we have heard nothing from you about an advance of rates for the next sailing, we gather that no alteration has taken place as yet.

We note that the Korea is timed to sail from New York on a Saturday. Would it not be possible to maintain Wednesday for the sailings from yours.

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI,
(THE EAST-ASIATIC COMPANY, LTD.)
(Name undecipherable)

Petitioner's Exhibit 558. 6427

H.

Copenhagen, 22nd April, 1908.
Libau-New York Trade.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

Your favor of the 10th inst. together with some Travelling Agents reports is in our possession and as soon as we have done with the reports we shall return same.

We also received report No. 760 of the Trans- 6428
atlantic Conference and copy of your letter to the Scandinavian American Line as well as the named clippings for which we beg to thank you.

Yours faithfully,
AKTIESELSKABET
p. p. DET OSTASIATISKE KOMPAGNI
(THE EAST-ASIATIC COMPANY, LTD.)
(name undecipherable)

6429

6430 **Petitioner's Exhibit 559.**

H.

Copenhagen, 18th April, 1908.
Libau-New York Trade

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We received your various favors of 4th, 6th & 7th inst. together with some travelling agent's reports which we shall return to you after having done with them.

6431 Your information regarding the S/S Petronia of the Hamburg-American Line we have read with great interest and kindly ask you to inform us if you should hear anything further.

Reports of the Transatlantic Passenger Conference. —We thank you for the numbers you have sent but would kindly ask you to send the reports from 1st of January to 24th January (No. 749) so that the numbers in our possession are completed for this year.

Yours faithfully,
AKTIESELSKABET
p. p. DET OSTASIATISKE KOMPAGNI
(The EAST ASIATIC COMPANY LTD.)
(name undecipherable)

6432

Petitioner's Exhibit 560. 6433

H.

Copenhagen, 4th May, 1908.
Libau-New York Trade

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We are in receipt of your favours of 22nd ult. and note that s/s Statendam of the Holland-America Line left New York with 160 Steerage passengers for which information we beg to thank you.

Also we received your information that the Holland-America Line as well as the North German Lloyd steamers of the regular service will stop at Halifax on the way to New York in opposition to the New York & Continental Line. 6434

Yours faithfully,
AKTIESELSKABET
p. p. DET OSTASIATISKE KOMPAGNI
(THE EAST ASIATIC COMPANY LTD.)
(name undecipherable)

6435

6436 **Petitioner's Exhibit 561.**

May 30th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Please note that the Volunteer fleet has reduced their outward rate to $23.00. We have not cabled you to this effect as yet. The object of the Volunteer reducing their rate to $23.00 was on account of the Hamburg-America, sailing on the same day, making their rate $24.00, same as the Volunteer. The ques-
6437 tion arises will the Hamburg-America reduce its rates still further to meet the Volunteer. We shall have the same object lesson before us when the S. S. "RUSSIA" is to sail. Would like to have instructions so that we can meet the Volunteer rates of $23.00 if the Hamburg-America does not reduce its rates still further to meet the Volunteer. If the Hamburg-America should reduce its rate to $23.00 then it would be important for us to have a dollar differential at least. Kindly cable your instructions.

Yours very truly,

6438

Petitioner's Exhibit 562.

6439

May 27th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

The S. S. "ESTONIA" has just left with 1200 steerage and 28 cabin passengers. We have, however, reported to Mr. Sandford, Secretary of the Conference 1007 steerage and 28 Cabin on account of our license for this ship being, I understand, only 1150 passengers including crew. Later on we will report the exact amount to Mr. Sandford as if this was a clerical error. This for your personal information. 6440

Yours very truly,

Petitioner's Exhibit 563.

May 29th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Now the steamship companies which are in the pooled lines as stated to you in previous letters have made some arrangements on the other side whereby they place one of their steamers against the Volunteer and Continental boats. I have not yet heard how they are going to go against our steamers, I will report however what inroads are made against the others by watching the steamers of June 3rd as well as June 17th. As we cabled you what we could do for the "RUSSIA," it all depends on how our competitors, the continental lines in the pool goes: if they should attempt to lower their rates it will materially reduce our business, but we shall use the newspapers as much as possible to boom her amongst the foreign trade and report to you later as to the results. 6441

Yours very truly,

6442 **Petitioner's Exhibit 564.**

June 2nd, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to acknowledge receipt of your favor of May 21st relative to the steamer "RUSSIA." We note that the first class will take 40 passengers, the second class 58, and the first steerage 252, the immigrant main deck 588 and the lower deck 826.

As the Continental pooled lines are fighting the sailings dates of the Russian Volunteer as well as the
6443 New York and Continental Lines they will probably fight our date on the 24th of June by making a lower rate. It is difficult for us to say what we will do for the S. S. "RUSSIA" in the steerage but the Company can rest assured we will leave no stone unturned to get a good share of this business.

Yours very truly,

Petitioner's Exhibit 565.

June 8th, 1908.

Messrs. East Asiatic S. S. Co.,
Copenhagen, Denmark.

6444

Gentlemen:

The New York and Continental line steamer which left Saturday had only 350 steerage passengers. This gives you an idea as to how the pooled lines are bucking up against this line in order to make it non-profitable; more particularly we think as they use the Hamburg Line for freight business. The Hamburg Line people are certainly very much incensed over this and they will leave no stone unturned if they can drive them out of the business.

Yours very truly,

Petitioner's Exhibit 566.

6445

Messrs. East Asiatic S. S. Co.,
Copenhagen, Denmark.

June 9th, 1908.

Gentlemen:

In conversation with one of the Holland-American Line agents he claims that as long as there is no freight business now they might as well reduce their rates and fill up their steamers with passengers as this would assist in paying expenses of their boats. This argument is all right particularly with the "RUSSIA," and we know that they are all reducing their rates 6446
and clubbing as hard as they can against the outside line agents, who of course cannot keep up, or get any business at a higher rate, and as Richards and Co., have received instructions from the Volunteer to reduce their rate $1.00 we must not under any circumstances attempt to get more money and thereby go short on passengers.

As written you some time ago the Pooled Lines have now arranged to force the issue and pro rate the expense, and it might be done now with the ultimate intention to get Russian Lines into their agreement, which under the circumstances would be well for our Company if we were in the agreement, it 6447
would then mean higher rates and more revenue for the Company.

Yours very truly,

6448 **Petitioner's Exhibit 567.**

June 10th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Dear Sirs:

For your information the expectations of all the steamship people here including ourselves is that the immigration from the other side will be tremendous as soon as our Presidential matters are settled on this side. We have now every assurance of a good crop, which is quite necessary in order to bring back the
6449 confidence which is greatly returning. As soon as the European people find that the demand here for laborers, etc., will be greater than ever the immigration will come back heavier than it went out from here. Leading up to this question, one of our agents, Mr. Lang, will make a proposition to us in writing tomorrow for one thousand prepaid tickets from Rotterdam to New York, for Hungarians, for which he proposes to pay one-half cash and the balance on furnishing the names and addresses of the actual passengers. We would respectfully call the attention of the Company to this and as soon as we get the proposition in writing we will submit it to you for your
6450 consideration. The only thing that might interfere with the Company accepting this proposition, would be that if the Company should join the Pool they would be carrying this immigration at the present rates, and if the pool is established and recognize our Line the Company will be getting from five to ten dollars more a ticket. This is the question which the Company will have to decide when this proposition comes before us. We hope to write you fully on this subject in a day or two, or as soon as Mr. Lang sends in the written proposition.

Yours very truly,

Petitioner's Exhibit 568.

6451

New York.

Dear Sir:

By appointment made with Mr. Johnson he met Mr. Richards in reference to discuss future business. He met Mr. Richards and told him that we read the account in the different newspapers of the Volunteer line withdrawing from the trade, which appeared in the New York Herald. Mr. Richards immediately denied the truth of the reported statement and showed us a letter written by him to the New York Herald stating that his Company has cabled him that they are only suspending awaiting more business from the other side. Any other information which the Herald had he claims is incorrect. We then took up the question of prepaid business from the other side; Mr. Richards stated that he has written his Company asking them to forward his prepaids by the Russian East Asiatic S. S. Co.'s steamers until they resume, as he understands from the Agents here, unofficially, that the Russian East Asiatic S. S. Co. will accept these prepaids at cost; he has written his Company asking them if he shall continue selling prepaid tickets and when he gets an answer he will show us what the Company has written him on the subject. He further states, and promises, that when the Continental Lines have no steamers he would be glad to give us any passengers that he may have from any of his Agents to go via our line. Of course we only understand that he will favor his New York and Continental Line with which Company he has a contract. That we understand, and for your information the same Agents that work for Richards' line are non-conference Agents, and are the same that work for our Line. Mr. Richards also stated to our Mr. Straus that his prepaid business did not amount to more than 20 passengers a week on account of the dull times, we

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6453

6454 *Petitioner's Exhibit 568*

therefore confirm our cable which we have sent to you to-day and acknowledge receipt of the cable received from you. The answer which we have sent reads as follows:

and we really believe that if the Volunteer abandons the New York trade that the business that they have received will go to us and as soon as the prepaid business gets heavier it will force our ships to go full from the other side and put us in a more paying basis. As all the other lines at present, which you also note
6455 are not doing very much from the other side. We will get a proper share of this business as soon as the trade begins to move. Outward business looks very blue for this week as the Italian Line which had a $17.00 and $20.00 rate to Fiume, Trieste and Vienna, which is from 11 to 12 dollars lower than our rates have carried 807 continental passengers on the S. S. "Arcona" which is supposed to leave to-day after stopping at Philadelphia. This will give you an idea that these cheap rates of the Italian Lines are drawing the business from this side and we hope that these rates will soon be withdrawn in order that we can arrange if possible so to raise our rates, and agree
6456 with the Continental Lines, a small differential is all that we would require for steamers like the "Estonia," and if it is true that the Volunteer will abandon the New York trade that the Company will see their way clear to go into the combination or pooled lines so that they will get a paying revenue for the business which would make it more profitable for all concerned.

At the present writing we have now booked 7 first cabin, 40 second cabin, and about 60 improved steerage but we have the cheap rate of the Volunteer Line. $21.00 and the Continental Line of $21.00 and the Holland American Line of $22.00. The Continental

Petitioner's Exhibit 568

6457

Line sailing four days before us, it is a question what steerage passengers we will be able to secure and as we do not wish to reduce the rates until we know that a steamer of the Continental Pool line is placed against us at lower rates than ours, if they should not we hope to be able to do fairly well in the steerage. As so many steerage passengers have left this side as stated before, it is an impossibility to state what we can expect at so early a time, however the Company can rest assured that we will do everything in our power, and leave no stone unturned to get the passengers for the steamer "Russia."

Yours very truly,

6458

(Pencil Notation.)

File under Copenhagen for future reference.

6459

6460 **Petitioner's Exhibit 569.**

June 15th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to acknowledge receipt of your cablegram reading as follows:

"Achispado Richards continue selling prepaids our line until further."

Richards will continue selling prepaids for Volunteer as per our letter written you June 12th, and is
6461 asking his Company to transfer them to our line at cost, also asking his Company instructions as to whether he will continue selling prepaids. In this case, Richards will continue selling prepaids for the Volunteer expecting them to be transferred to our line, as Volunteer Line withdraws only temporarily.

Yours very truly,

6462

Petitioner's Exhibit 570.

6463

June 25th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to acknowledge receipt of your cable reading as follows:

"Telegraph numbers each class sincerely hope abdruck get about full ship if pool racimarian Competing wire rancidness reduce."

To which we replied:

6464

"Actually booked fifteen first sixty second roisters improved steerage now estimate rotulamos steerage consider inadvisable reducing."

We are glad to report to you that we got a fair number of passengers for this steamer as outward business is very quiet, one steamer had 240, and the "Mauretania" has 530 steerage. We understand the Holland-America Line with all the Conference lines, their steamer against us on the same day with equal rates, had 1070 passengers against our 900 steerage. Under the circumstances, we think we done fairly well and hope that the Company is satisfied.

Yours very truly,

6465

6466 **Petitioner's Exhibit 571.**

June 27th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Referring to your letter of June 10th regarding the Russian Volunteer withdrawing from the service, which wire we received from you confidentially and which we answered to you in accordance with answers given us by Messrs. Richard & Co. We can now state to you that Richard's received a cable signed by Niedenmuller, who Mr. Richard claims is the President of
6467 the Company, which cable stated "MAKE NO ENGAGEMENTS FOR OUR LINE" and also "we do not see why we should (meaning Volunteer Line) permit Agents to sell prepaids in order to make commissions for others." I asked Mr. Richard what it meant and he said, it evidently means that they do not feel that the agents should make commissions as they are not interested financially themselves. It seems that the rumor has it here since the steamer "CHERSON" of the Russian Volunteer Left that the Captain should have stated that the expenses charged by Richard & Co. for the handling of Company's affairs in this Country has been so great and so costly; this state-
6468 ment was made by the Russian Consul here, and there must have been some hitch of some kind between the Volunteer people and C. B. Richard & Co. We have had a number of conversations with Mr. Richard with reference to prepaid business and outward business. The Company understands, of course, that our Agents and Richard's Agents are identical; they are what we call the non-conference Agents, they are not the better class of Agents. The great many of them have no standing and we try to bond them whenever possible. so by the Volunteer withdrawing we ought to benefit a good deal, and we are sure that we will get all their

Petitioner's Exhibit 571

6469

prepaids from the Agents. We already noticed an improvement in the prepaid business this week as compared with last week, in other words we got the prepaid business this week that Richards would have got as well as our own, which will amount to 40 or 50. You understand of course while the times are in the state they are in prepaid business will not grow, but will gradually grow greater and larger, and as stated to you before in previous letters, the more passengers that go to Europe the more will come back, and we expect to see a tremendous immigration from the other side, and we hope the Company will get the full benefit of it.

6470

Steamers direct from Libau to New York. For your information the percentage of the outward business to Libau has been very small compared with the gross amount of business, the majority of course going to Rotterdam. A great many people would go direct to Libau if they could get the necessary papers vizaged through the Consul here, but as they are under certain instructions from the Russian Government, we therefore do not think we could fill the boats up, nor could anyone for business through to Libau, the Company must certainly stop at Rotterdam in order to get the outward business. In accordance with conversation with Richard & Co. they have hopes that the New York and Continental line will increase their service as they have purchased, they claim, three steamers (one of them had an accident outside of Rotterdam, it is called the "Avoca") Richard & Co., claim that they will then have a fortnightly service between New York and Rotterdam. This Agency Mr. Richard is very anxious to continue, as we understand it he expects eventually to make the home port Hamburg for that Company if they can get certain things through which they are trying for now.

6471

Yours very truly,

6472 **Petitioner's Exhibit 572.**

July 1st, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to acknowledge receipt of your esteemed favor of June 20th and contents noted, but most particularly we note your remarks in reference to the Pooled Lines. We look with great interest to when the Company will make suitable arrangements with the Pooled Lines and we hope it will be satisfactory.
6473 It is the only thing that is necessary in the States; we do not know, of course what it would benefit the Company in Russia, but here with the Agents we could get if we were in the conference would be so important that we assure you the Line would be a grand success, and also the revenue that would be received for Outward and Prepaid tickets would be from one to two pounds a head more, which figured out, if we carried only 25,000 westbound passengers, and raising the rate $10.00 more a head would mean $250,000.00 extra profit on that business, leaving out the profit that would be made on Outward business besides. Then expenses could be cut down very materially, and we
6474 hope that the Company will be able to make suitable arrangements so that there will be plenty money for the Company in the business.

Yours very truly,

Petitioner's Exhibit 573.

6475

July 7th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagan, Denmark.

Gentlemen:

We take pleasure in sending you herewith for your information Trans-Atlantic Passenger Conference report No. 772 of Cabin, Second Cabin and steerage Passengers leaving port of New York week ending July 2nd.

Yours very truly,

6476

Petitioner's Exhibit 574.

July 6th, 1908.

Messrs. The East Asiatic S. S. Co.
Copenhagen, Denmark.

Gentlemen:

Enclosed please find supplement to our European Railroad Tariff whereby we have raised the railway fares from the Interior to Rotterdam as per the suggestion made by the Company. Now that the Volunteer is out of the way we do not need to take these losses in Railroad Fares. Hoping it meets with the Company's approval we remain

6477

Yours very truly,

6478 **Petitioner's Exhibit 575.**

July 9th, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to call your attention to the question of cancellation fee. The position is entirely changed now since the Volunteer has withdrawn from the business. We can now see our way clear to charge the 10% cancellation fee for steerage prepaids, except in isolated cases that might come up where we will use
6479 the best of judgment for the Company. When we charge this 10% cancellation fee we refund the entire amount less the Agents commission and the 10% on the gross ocean fare: in these cases our Agents commission are not deducted, and in such cases the prepaid ticket cancelled will be a loss to us, we therefore credit the company with 5% for cancellation and the other 5% goes to us, if this meets with the Company's approval.

As stated to you before the British Lines do not charge cancellation fee. By the time this letter reaches you Mr. Johnson will be in Copenhagen and can discuss the matter further.

6480 Trusting the same is satisfactory to the Company, we remain

Yours very truly,

Petitioner's Exhibit 576. 6481

July 8th, 1908.

Messrs. The Russian East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

In line with letter to you in reference to Mr. Lang. Mr. Lang called to-day and if the Company think of investigating the information we have written to it in regard to the Hungarian concession and if the Company feel inclined to go after this concession the same as the other lines: we herewith send you the form of letter head of Mr. Lang, also Mr. Lang's picture and 6482
the send off that he received when he left Hungary and which the newspapers published in Hungary. Mr. Lang further states that he will be willing to put up the $10,000.00 that is required for the General Agency, and if the Company desires to see him on this business, seeing that he is a citizen of Hungary he will be glad to take passage on one of our steamers to Rotterdam and go from Rotterdam to Copenhagen to discuss the matter thoroughly.

Yours very truly,

6483

6484 **Petitioner's Exhibit 577.**

COPY

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Gentlemen:

Referring to my letter of June 25th in regard to selling your prepaids tickets and arranging to appoint an Agency in Hungary, I received to-day an extract of the new Hungarian Immigration Law of which I find it necessary to make the following communication. According to the new law there will be allowed
6485 no monopoly to a steamship Company in Hungary, consequently the Cunard Line looses the priviledge they had. The government of Hungary intends to give a concession to any steamship line for the transport of immigrants if they have the requirements and are willing to follow the Hungarian Law. As I hope that this matter is interesting for the Head Office at Copenhagen I will by the following make you acquainted with a few points of this new law. The principal is—Hungary wants, that the steamship companies give them permission to make an inspection of their steamers by the representative of the Hungarian Government: the expenses to be paid by the
6486 Hungarian Government. Further the Government wants that the steamship Societies send to them for acknowledgment the tariffs: as well as this the Government requires that it will be allowed to take a look into the books of the Steamship Society relating to Hungarian passengers only. The Government wants from the Steamship Society the understanding not to forward such passengers who do not possess the necessary passport. These are the principal conditions under which the Hungarian Government will give the concession. The value of such concession is very great as after Italy, Hungary has the greatest

Petitioner's Exhibit 577 6487

number of emmigrants and therefore this concession for your Company is of unaccountable value, as I have been such a long time in the position of Manager and who knows the circumstances so well can only assure you that your Company should not spare any expense to receive the concession in Hungary as well as the German Belgischen and the Holland Gesellchaften.

The first condition according to the new law is to make a deposit of $20,000.00 as security and a further $10,000.00 for the General Agency. This is the protection that the Steamship Societies will carry out the rules of the law. If your Company at Copenhagan requires to investigate this business I agree to go to Hungary and to devote myself entirely to the services of your Company. A proof that the Hamburg American Line already has tried to receive the concession you can learn perhaps from the General Agency at New York. I have already learned the name of the Lawyer of the Hamburg American Line, it is the Reichstag representative, Dr. Seigmund von Parkashazy. I wrote at once so that your Company would be familiar with this matter and give the necessary instruction. 6488

Yours truly,

(signed) JOSEPH LANG. 6489

6490 **Petitioner's Exhibit 578.**

CABLEGRAM

THE COMMERCIAL CABLE COMPANY.

Via Commercial.

ORIENT,
COPENHAGAN.

NORTH GERMAN LLOYD AUSTRIAN LINE
REDUCED RATES AGAINST US OREBASUS
RECOMMEND OURS ORGYIA ACTIONBUS.

6491 JOHNSON.

6492

Petitioner's Exhibit 579. 6493

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York

Copenhagen, 1st June, 1908.

Dear Sirs,

We are in receipt of your two favors of 20th ult. and thank you for the circulars from Messrs. Richard & Co., which we have forwarded to the Russian East-Asiatic Company Ltd. at St. Petersburg.

We have further to thank you for your telegram 6494
of yesterday from which we note that the Volunteers have reduced the rate from New York to $23 to Rotterdam and to $30 to Libau, which information we at once telegraphed to Petersburg and shall let you know as soon as we get Russian East-Asiatic Company's reply, which steps we shall take against this unexpected reduction in rate.

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

We beg to acknowledge receipt of your favor of 6495
19th ult. with enclosed prepaid report, contents of which have our attention.

6496 **Petitioner's Exhibit 580.**

July 11th, 1908.

Messrs The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We are sending you herewith circulars issued by the trans-Atlantic Passenger Conference also proceedings of the Court of Circuit of the United States for your information.

As we were able only to secure one copy of each of these after you have read them will you kindly for-
6497 ward to Libau and Rotterdam so that they will be posted on all of these matters.

Yours very truly,

Petitioner's Exhibit 581.

July 20th, 1908.

Messrs The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

6498 We are sending you herewith trans-Atlantic Passenger Conference report No. 122 *re* Settlers' and Colonists Rates for your information. You will note the old Dominion Lines rates will now be from $5.00 less to California and Northern Pacific Coast points. Also note the Mallory and New Orleans differential.

Yours very truly,

Petitioner's Exhibit 582. 6499

THE ANGLO-AMERICAN TELEGRAPH COMPANY.

Cablegram received at No. 8 Broad Street (Stock Exchange Building) N. Y.

July 20, 1908.

58 K Copenhagen 6
Maxolaf NY
Telegraph Numbers Passengers Estonia
(Pencil notation undecipherable)
(D 6.53 AM) LFX

6500

6501

6502 **Petitioner's Exhibit 583.**

July 18th, 1908.

Messrs The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We were in hopes that by raising our rates the pooled lines would not go lower than us, in fact would allow the steamer "Estonia" a differential against the North German Lloyd. The American members of the different steamship companies were very glad they claim that we took the initial step in
6503 raising the rates, but they received instructions yesterday to reduce their rates of the North German Lloyd to $25.00 and at the same time the Austro-American Line received instructions to make their rate $25.00 and thereby take the business away from the steamer "Estonia." As the North German Lloyd railway tariff from Bremen to the interior is from $1.50 to $2.00 cheaper than ours from Rotterdam to most places we cabled the Company recommending our line rate be $24.00 otherwise we would have lost considerable business for the steamer "Estonia" and we are anxiously awaiting the Company's answer as a number of Agents have already called stating
6504 that they will loose a lot of business that they were already negotiating for. We have told the Agents that they must remit to us for all tickets sold at the old rate of $26.00 and in order not to loose the business against the North German Lloyd and the Austro-American Lines we will take $24.00 gross rate. We trust that the Company will approve of the step taken by us as we would not like to see the steamer "Estonia" go out with only a few passengers on account of $1.00 difference which we certainly would do if allowed the North German Lloyd and Austro American Lines to scoop the business away us.

Yours very truly,

Petitioner's Exhibit 584.

6505

THE COMMERCIAL CABLE COMPANY.

CABLEGRAM.

ORIENT
COPENHAGEN.

HOLLAND LINE REDUCED RATES AGAINST JELUNGA ORGESSUM NAINERIS BEFOOLING RAPSFELD OPSTELLERS OR ORAGIOUS RUSSIA.

JOHNSON.

Petitioner's Exhibit 585.

6506

July 23rd, 1908.

Messrs The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

The New York and Continental Line have received a notice that the Pools Lines will make their rate $22.00 against the $23.00 of the New York and Continental Line therefore they have decided to make their rate $21.00. Under these circumstances I do not think that the New York and Continental Line will carry many passengers.

We have written to Libau about prepaid passengers 6507
that we forwarded by the New York & Continental Line that should have went from Libau to New York direct from the Russian Volunteer Line. The agents Knie, Falk & Co., have forwarded these people to Rotterdam; evidently the intention of Knie Falk & Co., is to try to annoy and take away what they can from us, or someone connected with that office. The friends of these passengers have called upon us here protesting against being sent from Rotterdam when they desire to be sent from Libau direct to New York.

Yours very truly,

6508 **Petitioner's Exhibit 586.**

July 23rd, 1908.

Messrs The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

The Austro-American Line steamer which was placed against us took out of New York (she leaves New York for Boston and picks up passengers in Boston which is a very good place for steerage passengers) 169 Continental and 250 Italians and Greeks. She will get a large amount of Italian passengers from
6509 Boston.

Yours very truly,

Petitioner's Exhibit 587.

July 30th, 1908.

Messrs The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We are sending you herewith three circulars issued
6510 by the Trans-Atlantic Passenger Conference for your information, when they have served your purpose please forward on to Libau so that may be thoroughly posted on all that is going on here.

Yours very truly,

Petitioner's Exhibit 588.

6511

Copenhagen, the 21st Febr. 08.

Messrs. A. E. Johnson & Co.,
New York

Dear Sirs,

We beg to acknowledge receipt of your 4 favors of the 21st Febr., contents of which are duly noted.

That the Conference Lines should try to secure the Agents whom they are discovering as doing good business for our Line is regrettable, but is on the other hand only what might be expected in times of fight. The Volunteer Line is of course suffering from the same state of things. On the other hand we understand that you on your part have in some cases been able to secure Conference Agents interesting themselves in the Russasiatic Co.'s Line. The prepaid business is constantly the weak point, and the Volunteers are as yet better off in that respect than we are, but we hope it will not be long until you will be just as strong, seeing that ere long we shall have new and modern steamers.

6512

Yours faithfully,
AKTIESELSKABET
DET OSTASIATISKE KOMPAGNI,
(The East-Asiatic Company Ltd.)
Signature undecipherable.

6513

(Pencil Notation.) Noted A. J.

2171

6514 **Petitioner's Exhibit 589.**

Copenhagen, 24' Febry 08.

LIBAU-NEW YORK. TRADE.

H.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen,

We beg to confirm our telegram of this morning reading:

"Excursion trip we withdraw as per our offer of
6515 21st January confirm Korea when will—leave."

and now await your confirmation.

Excursion trip.—Referring to previous correspondence we, having no advice from you, that you have closed the excursion trip, telegraphed you that we withdraw our offer of 21st January as we are negotiating to enter into the Pool, of which cause we are considering not to close any engagements beforehand.

We asked you kindly to confirm that our instruction has been carried out and look forward to your information.

s/s Korea.—We understand that this steamer
6516 should leave New York 22nd inst. but still we have received no telegram; we therefore asked you when this steamer will leave.

Yours faithfully,
AKTIESELSKABET
p. p. DET OSTASIATISKE KOMPAGNI
(The East-Asiatic Company, Ltd.)
Signature undecipherable.

Petitioner's Exhibit 590. 6517

H.

Copenhagen 17th March 08

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen,

We beg to confirm exchanged telegrams as per enclosed copy from which you will note that we cannot at present give you any sailing list over the steamers' departure after the s/s Korea, but will do so as soon 6518
as possible. This on account of not coming to an arrangement with the Pool as the Volunteer Fleet in the last moment made a hitch which broke off further negotiations. We have however every reason to believe that in a near future the negotiations will again be taken up, and whether a result will be arrived at or not, we shall telegraph you about the sailings over the year.

Yours faithfully,
AKTIESELSKABET
p. p. DET OSTASIATISKE KOMPAGNI
(The East-Asiatic Company Limited.)
Signature undecipherable. 6519

6520 **Petitioner's Exhibit 591.**

Dec. 2, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to inform you that the rate on the steamer "Lituania" will be $24.00 to Rotterdam and $38.00 to Libau. The Company will understand the reason and will receive the proper compensation from the other side. The small committee has decided to use our steamer.

6521 Yours very truly,

Petitioner's Exhibit 592.

June 23rd, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

The S. S. "Lituania" left today with 533 passengers. Please note that the Company is entitled to
6522 $6.00 for each passenger to Rotterdam, as we collected only $22.00 and as our official rate is $28.00, the Company is entitled to the difference, which kindly bill in to the Pool Lines through the Secretary.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 593.

6523

June 23rd, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to inform you that the North West Transport Co., have postponed the "Raglan Castle" to Saturday, and are quoting a rate of $21.00 less $3.00 commission, therefore the Small Committee have decided to make the rate of the Red Star Line steamer "Vaderland" sailing on the same day, $20.00 less $2.00 commission.

6524

This is for your information.

Yours very truly,

6525

6526 **Petitioner's Exhibit 594.**

June 26th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Mr. Farley, the manager of the International Mercantile & Marine Co. notified us that he had a letter from his people, in reference to demurrage on the "Estonia," being detained here from Saturday to Monday, and also to give them his views (Mr. Farley's) on the subject.

6527 We called Mr. Farley's attention to the following facts: that we agreed to keep the "Estonia" here and follow the same tactics of the North West Transport Co., but as the "Volturno" of the North West Transport Co. was delayed on account of a collision in ice, and also that our steamer coming over here with sealed boilers, we asked the committee under these circumstances to relieve us of our promise, as the steamer would have to be repaired at Rotterdam, but the Committee found it was important for us to stay here from Saturday to Monday, therefore Mr. Farley will recommend his Company the payment of the demurrage on the S. S. "Estonia."

6528 This is for your information so that you are posted on the situation and the decision that the I. M. & M. Co. will make when they receive the recommendation from their manager here.

Yours very truly,

Petitioner's Exhibit 595.

6529

July 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Your letter of the 27/10th to hand, it is quite a surprise to us that the Secretary of the pool states that some of the Atlantic Lines are objecting to reimburse the Company for the expenses incurred by the delay of the "Estonia" in order to fight the "Volturno."

We have sent you a copy of the letter of the Small Committee, recommending the payment of the same, 6530
which is all we can do in the matter.

We have also had a conversation with the White and Red Star and American Line, and North German Lloyd and Holland American Line representatives, who were on that committee, and each of them claimed that they have recommended the payment, not alone for the extra commission, but everything else, and we believe if the Company insists upon it, the Pool Lines will pay.

If the Company desires to receive a letter from the Small Committee on this subject, we will call on each of the members and have them write us a letter, authorizing the extra commission and recommending consideration for the keeping of the S. S. "Estonia" 6531
over from Saturday to Tuesday."

The Small Committee as we understand it, is given power by the steamship lines, according to instructions from Secretary Peters.

We regret exceedingly that you should have any trouble in this matter, and expect to hear from you further on this subject. We are sure this matter will be settled satisfactory to the Company, but the Company must insist upon the payment.

6532 *Petitioner's Exhibit 595*

The Company also understands, whatever we do on this side, in reference to traffic, is always done for the Company's interest, and our best judgment is always used in such matters.

Now that the White Star and American Line have recommended their people to pay, which means the Red Star Line also, or the entire International Mercantile, Mercantile & Marine, the North German Lloyd, as we understand it, and also the Holland American Line, and we believe the Hamburg American Line, there are only a few lines that might object, such as the Cunard, Allen and Anchor Lines,
6533 and when they find that all the other Lines are willing to pay, they will fall in line and agree with the same.

The Company should ask Mr. Peters also if the Small Committee have implicit power to act in all these cases, and as they have been instrumental in bringing about the delay. When our protest went in we promised to hold the steamer on account of the boilers of the "Estonia." That was good and sufficient reason for the pool lines to pay their proportion without any question.

Yours very truly,

Copy to Copenhagen

6534

Petitioner's Exhibit 596.

6535

July 21st, 1909.

Messrs. The Russian American Line,
Libau, Russia

Gentlemen:

Referring to the Company's letter of the 27/10th inst., "Estonia" against "Volturno," will you kindly inform us which of the Lines object to reimburse the Company for the expenses incurred in delaying the "Estonia" in order to fight the "Volturno."

We will then call upon these different Companies, and as the Committee has recommended giving the 6536
matter consideration there is nothing further to do except to see the Companies' representatives here, and they could write over to their respective Companies and have them pay our Company.

The members of the Small Committee at the time were, Mr. Winter, of the North German Lloyd, who has recommended the payment to his Company; Mr. Farley of the International Mercantile & Marine, who has recommended the payment to his Company, and Mr. Nyland of the Holland American Line, who as we understand it, has also recommended the payment to his company.

Now, if every one on the Small Committee has 6537
recommended the payment, and their Companies agree to pay, and the Small Committee has power to act in all such cases, we cannot see how we can be at fault.

Please give us the information we desire. We can help you straighten the matter out. We always try to do our utmost for the Company's interest, just the same as if it was ourselves.

You state in your letter that you take this opportunity to impress upon us never to again postpone a steamer or reduce a rate, or to pay higher commis-

6538 *Petitioner's Exhibit 597*

sions, or to charge lower railroad fares, without obtaining your sanction by wire. We would respectfully suggest to the Company not to require this if the Small Committee instructs us to reduce our rate, as they have power to act, and the Company is compensated by the Pool Lines. If we should refuse to accept a lower rate from the Small Committee claiming we must first wire, it might not be time for that, and it would cause us to lose the opportunity if some benefit should be derived therefrom.

We again repeat that we use our best judgment in
6539 all cases and give all such matters careful consideration, wherever the Company is interested.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 597.

July 26th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

6540 Referring to the recent letters, in reference to the "Estonia" being detained from Saturday to Monday, and the Pool Lines refusing to pay demurrage, our Mr. Straus called the attention to the Holland American Line representative, Mr. Nyland, who at that time was on the Small Committee, and the enclosed letter from him to us will show you conclusively that, we are entitled to our expenses without any question.

Hoping that this is satisfactory to the Company, we are

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 598.

6541

July 27th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Enclosed please find the original letter from the International Mercantile & Marine Co., which refers to the detention of the "Estonia" and hope that you have collected the demurrage up to this time.

Yours very truly,

Copy to Copenhagen.

6542

Petitioner's Exhibit 599.

Libau, 29/11 June 1909.

Messrs A. E. Johnson & Co.,
New York.

Dear Sirs,

We own your favor of the 27th ulto. and are glad to note that s/s "Volturno" although detained until 26 ulto. 4 P. M. has got only 71 steerage passengers against our 344.

6543

We are, dear Sirs,

Yours faithfully,

THE RUSSIAN AMERICA LINE,
Russia East Asiatic
Steamship Co. Ltd.

(Signature undecipherable.)

6544 **Petitioner's Exhibit 600.**

Libau, 29/11 June, 1909.

Messrs. A. E. Johnson & Co.
New York.

Dear Sirs:

Your favor of the 26th ulto. to hand.

Maintenance of Conference. We note that it was impossible to have the amount of $400 reduced and that you have paid $133 for the time since September, 08, with the understanding that the subscription covers freight participations as well as passenger and
6545 general subjects.

We are, dear Sirs,

Yours faithfully,
THE RUSSIAN AMERICA LINE,
RUSSIA EAST ASIATIC STEAMSHIP CO., LTD.
Signature undecipherable.

6546

Petitoner's Exhibit 601. 6547

A. K. 7.

Libau, 8/21st June 09.

P

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your two favours of the 8th inst. are duly to hand.

Stowaways. We thank you for having placed to the credit of our account the amount of $170.00 being the passage for the two stowaways on "Lituania" 9 and the two stowaways on "Russia" 5. We note 6548
you will encash the expenses incurred at E. I. and credit us with same later on.

"*Lituania*" *11.* Due notice has been taken that the small committee has decided to put her against the "Raglan Castle" and that the rate to Rotterdam has been fixed at $24—so that we will be entitled to a refund of $4. on our Rotterdam steerage passengers besides eventual higher commission to non-conference agents. We also note that you have reduced the steerage rate to Libau to $33. We take it that you have got guarantee from the small committee that we will get also this reduction refunded, as we previously have asked you not to reduce the rates without our 6549
consent, unless you got the sufficient guarantee from the small committee that we would be indemnified by the conference.

"*Estonia*" *14.* Kindly see that a basket, containing some linen galoshes, hat and tobacco, belonging to a passenger, J. Schmukler, who came too late for this steamer, is kept at yours until the passenger arrives by "Russia" next trip.

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., Ltd.

Signature undecipherable.

(At side): (Pencil Notation undecipherable.) Paul & Mr. Straus.

6550 **Petitioner's Exhibit 602.**

No. 7

Libau, 27/9th June 1909.

Messrs. A. E. Johnson & Co.,
New York, U. S. A.

Dear Sirs:

We acknowledge receipt of your telegram, reading: "Small committee selected Lituania Rotterdam rate $24.00 Libau $33.00 will be compensated by pool $4.00 for Rotterdam subject to your approval telegraph in any case," and confirm our reply, that we
6551 agree to the above arrangement:

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., Ltd.

Signature undecipherable.

Paul

June 21, 1909.

6552

Petitioner's Exhibit 603. 6553

Dec. 27, 1910.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of your letter advancing the rates from January 1st on. For your information we herewith send you a memorandum from the Secretary's office, dated Dec. 27th, showing that some of the Lines will reduce their rates from January 1st on.

We have also had the Cunard Line on the telephone 6554
and they claim that their rate from Libau to New York will be $38.50 plus $4.00 head tax, which will include lodging at Liverpool, 5 days. Our rate from the 1st of the year will be $41.00 plus $1.50 for lodging, making a rate of $42.50; in other words, $4.00 higher than the Cunard Line rate and the other English Lines. $4.00 is too much of a differential to give the British Lines, and we respectfully suggest to the Company to reduce our rates in accordance with the other lines at the beginning of the year. However, we will carry out your instructions if you find it consistent and agreeable.

We would suggest, that in making our rates, to in- 6555
clude the $1.50 lodging in the rate, and to state in the rate sheet that this includes five days lodging at Libau, as the Cunard Line does not mention anything about lodging, but stated to us over the telephone that the lodging is included in the rate.

Awaiting your further instructions in the matter, we remain,

Yours very truly,

Copy to Copenhagen.

6556 **Petitioner's Exhibit 604.**

Dec. 14th, 1909.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

We enclose you herewith copy of the rates quoted by the North German Lloyd S. S. Co. for the sailing of the steamer Neckar sailing Saturday, the 18th inst. For your information, whenever we had a steamer sailing against the N. W. T. Co., and when Mr. Nyland, the representative of the Holland-
6557 American Line was on the Small Committee, we noticed he was always very anxious that the rate we received should not be given to us until Wednesday, and of course the balance of the committee agreed with him, which we were perfectly satisfied with, but which was too late to have any effect against the steamer of the N. W. T. Co. leaving the same day. When we received the notice on Wednesday about 12 noon, we could not receive the circulars before Wednesday night or Thursday morning, and the agents receive them invariably only Thursday afternoon or Friday morning, giving them only one day to do their business in, but all our conversations with Mr. Nyland,
6558 who happened to be the spokesman at that time, had no effect. Now, that our steamer is not selected for this particular Saturday, we noted that the North German Lloyd was selected and their rate goes out on Monday instead of Wednesday which should have been in our case and all other cases in the future.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 605. 6559

Dec. 17, 1909.

PRIVATE.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to acknowledge receipt of your favor of the 19/2nd inst in which you state that at the last Conference meeting it was decided to allow the Company for Eastbound passengers on Fighting steamers the difference between the regular and reduced net 6560
rates on Libau, limited to $12.00, and we are very glad of your success. We therefore understand, should we be selected again as a fighting steamer, we will reduce the Libau rate in proportion, as the Company will be compensated accordingly. If we are incorrect, please let us know.

Yours very truly,

6561

6562 **Petitioner's Exhibit 606.**

June 26, 1909.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

We beg to refer to your letter of the 28/10th, June, from which we noted your views regarding the arrangement with the railroad companies in Russia. We noted that at the present time it is impossible to make any arrangements and that it will be done only when the passport facilities will be granted, which we hope will not take a long time.

6563 Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 607.

June 28th, 1909.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

The Company's letter of the 1/14th inst to hand. The question in reference to the cancellation of tickets
6564 will come up at the next Conference meeting. As per your suggestion, irrespective of the reason, we shall hold out for the 10%.

In seeing some of our friends, The Cunard Line, who always objected to charging any cancellation fees, Mr. Walker in discussing the matter with our Mr. Straus agreed to waive his objections for Continental Lines only. However, we will write you fully on this subject later on.

Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 608.

6565

June 30th, 1909.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

Referring to your letter of the 4/17th June, regarding Joint Proceedings #11, of the Conference, that it has been decided to divide.

2 1/2% to the steamship company,
2 1/2% to the General Agent,
5% to the booking agent,

and that you would thank us in the future to credit 6566
the company's account with this 2 1/2%, beg to inform you that only in cases where the Steamship Companies have their own offices in New York do they receive the 2 1/2%, and not where they have General Agents such as we are.

Messrs. Oelrich & Co., who represent the North German Lloyd the same as we represent the Russian American Line have to pay the expenses of an office staff both here and in Chicago, which is under considerable expense in order to maintain the proper representation, and under these circumstances the 2 1/2% would go to the General Passenger Agents at New York instead of to the Steamship Company. 6567

Continued.

6568 **Petitioner's Exhibit 609.**

July 2nd, 1909.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

The Committee has just returned from Ellis Island and in a conversation with Mr. Winter of the North German Lloyd, he claims that the entire matter is a little more exaggerated than necessary. The commissioner simply desires the immigrants to have money when landing here. A great many passengers
6569 that have money are being discharged, but those that have no money are held up and their friends and relatives are telegraphed to to send the money, so that they have sufficient funds.

The circular, nevertheless, which the Commissioner has sent to the Companies in reference to the $25.00 will be sent out by the different steamship lines in order to save detention, etc., at Ellis Island.

Mr. Peters has been cabled, today by the lines, explaining the situation, and we hope this will improve the position, so that when passengers have money they will not be put in the "S. I." room (special inquiry), at the expense of the Company. Copy of this cable we enclose you herewith.

6570 Yours very truly,

Copy to Copenhagen.

Petitioner's Exhibit 610. 6571

July 9th, 1909.

Messrs. The Russian-American Line.

Libau, Russia.

Gentlemen:

We beg to call the Company's attention to the enclosed communication from Secretary Sanford to the Steamship Lines, dated July 8th, and especially to the cable which was decided upon by the Committee and which cable has been sent to Mr. Peters.

"At meeting of all lines today general protest of steamship lines against arbitrary actions of Immigration Commissioner was considered unwise and dangerous. Please construe cable July 2nd to Peters rather in nature of general warning to be careful in booking: if immigrants have reliable addresses of relatives and railroad tickets they will be admitted even with less than $25, but families should have at least $25." 6572

and Mr. Peters will promulgate the same to the different steamship companies.

Yours very truly,
A. E. JOHNSON & CO.,
Per.

6573

Encl.
Copy to Copenhagen.

6574 **Petitioner's Exhibit 611.**

July 12th, 1909.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

We beg to give you herewith, a copy of the memorandum from the Peterson's Detective Bureau, in reference to the S. S. "Volturno" of the North West Transport Co.,

"In compliance with instructions we went to Pier 27 Rovinson Stores, Brooklyn, to ascertain the num-
6575 ber of passengers sailing on S. S. 'Volturno' leaving on the 10th day of July at 3 P. M.

We found that there were eighteen Cabin passengers, 212 steerage passengers (70 of whom were infants and children) and 31 deported aliens (2 of whom were stowaways). Total number of passengers 261.

The S. S. 'Volturno' sailed at 3 P. M.

Respectfully submitted July 12th, 1909."

Their cabin rate was $45.00, and steerage rate was $23.00 to Rotterdam, using the Hamburg rail fare to the interior instead of the Rotterdam tariff.

This is for your information.

Yours very truly,

6576

Copy to Copenhagen.

Petitioner's Exhibit 612.

Omitted.

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 12, 1914.

File No. 24526.

TERM NO. 352.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 23, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 5.

PETITIONER'S EXHIBITS.

Pages 2265-2760.

(24446 and 24528)

In Equity.

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioner-Appellant,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,

Defendants-Appellees.

PETITIONER'S EXHIBITS.

VOLUME V.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME V.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2500 Main.
1913

Petitioner's Exhibit 613.

6577

July 27th, 1909.

Messrs. The Russian-American Line,
Libau, Russia.

Gentlemen:

Prepaid 17745, reference 3888, report 131, June 10th.

Enclosed please find application from the agent for cancellation of the above prepaid ticket, which passenger has paid her own fare from Wilno to Libau, and paid her own ocean fare. You will find on our statement that we applied for the cancellation of this 6578
prepaid also, and as you will see from the enclosed letter the agent requires to have this money refunded without any deductions.

By this opportunity beg to inform you that the other lines still do not charge any cancellation fees for passengers who have been refused transportation on account of sickness or suffering from trachoma, favus, etc., and until this will not be charged by the Conference Lines, we will have to take the same stand.

Yours very truly,

Copy to Copenhagen.

6579

6580 **Petitioner's Exhibit 614.**

Libau, 28/10 June, 1909.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your favour of the 26th ulto. to hand We agree with you that it would be very good if we could go into arrangements with the railroad companies in Russia that they should accept orders from us for railroad tickets, but at present it is impossible to obtain this because the negotiations with the Govern-
6581 ment always last very long and secondly when such arrangement takes place, the Government as a rule always establishes for it a special Office with large staff for which we have to pay our share, which is very heavy, thus the matter will bring us only losses the immigration over Russian ports being at present too unimportant compared with what it will be when the passport-facilities will be granted. As soon as this happens it will be a matter of course that we will apply at the Government to go with us into arrangement re railroad tickets.

We are, dear Sirs,

Yours faithfully,

THE RUSSIAN AMERICA LINE
6582 THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

(Sig. undecipherable.)

Petitioner's Exhibit 615.

6583

Libau, 26/8 June, 1909.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We own your favor of the 21st ulto. and thank you very much for the copies of correspondence exchanged with the Russian Imperial Consulate at Chicago.

Kindly let us know if Baron S. Schilling has agreed to give our steamers the preference and whether the Russian Imperial Consulate at yours F is also given passport-certificates by mail.

6584

We are, dear Sirs,

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
RUSSIAN-EAST ASIATIC STEAMSHIP CO., Ltd.

(Signature undecipherable.)

F If not, please try to induce them to follow the example of the Chicago Consul.

F. SCHY.

6585

6586 **Petitioner's Exhibit 616.**

Libau, 26/8th June 1909.

Messrs. A. E. Johnson & Co.,
New York

Dear Sirs:

Your favor of the 20th (1) and 21st (5) ulto. to hand.

s/s "Estonia" 13. We fully approve your way of acting and note with thanks that outside of a compensation of $4 per head we will still get demurrage from Saturday to Monday for the "Estonia."

6587 *s/s "Russia" 5.* We note that also this steamer had to fight against the North West Transport Line on June 5th and we have to receive compensation of $2 per head.

We are, dear Sirs,

Yours faithfully,
THE RUSSIAN-AMERICA LINE,
RUSSIAN-EAST ASIATIC STEAMSHIP CO., Ltd.

(Signature undecipherable.)

6588

Petitioner's Exhibit 617. 6589

Libau, 2/15th June 09.

Messrs. A. E. Johnson & Co,
New York.

Dear Sirs:

We beg to acknowledge receipt of your favours (3) of 2nd in

Thracoma cases. Your information has our best attention and we are looking forward to your further news on the matter.

Volunteer Fleet. We are pleased to inform you that there is nothing in the rumors reported. 6590

We thank you for the receipt for $11,874.44, paid to Messrs. Benham & Boyesen for our account.

Prepaid 17407 & 20641. We duly received your telegram reading:

"You may forward prepaids 17407 20641 not advised you will find same in our next report."

contents of which have our best attention.

Yours faithfully,
RUSSISCHE-AMERIKA LINE,
(A line undecipherable.)

(Signature undecipherable.)
R.

6591

6592 **Petitioner's Exhibit 618.**

7.

Libau, 15/28th June 1909.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We beg to acknowledge receipt of your favours of the 12th (2), the 14th (6), the 15th (3) and the 16th inst. (1), contents of which have our best attention.

"Russia" 5. Thank you for statement of extra commission to non-conference agents amounting to
6593 $62.

We also duly received your statement of passage money amounting to $16,702.35. Same is now under persual and we shall eventually revert later on. We also received receipt from Messrs. Benham & Boyesen for the $16,702.35.

Immigration. The circular letter from the commissioner at Ellis Island *re* passengers afflicted with tuberculosis, &c., has our best attention.

"Estonia" 12. Your explanation *re* the charge of $112.15 for boarding of passengers noted. With regard to the commission of $97.00 you have charged for the passengers transferred to other lines we beg to say that we find you ought not debit us for any
6594 commission on such passengers, as the Company have expenses enough on them, and besides the case is a special one, which we hope will not be repeated. We shall therefore be glad if you will kindly credit us for the charged commission.

Prepaid 17407. We note with thanks that you have credited us with $3.44 for cable expenses.

Prepaid 20449, ref. 3265, rcp. 125. Referring to our respects of the 25th inst., from which you will kindly have observed that the wife for whom this ticket was bought, is suffering from trachoma, we enclosed beg to return the letter and ticket enclosed in

Petitioner's Exhibit 618

your favor of the 16th inst. and again ask you to cancel the ticket and pay the whole amount back to the purchaser of it. 6595

Prepaid 20347, ref. 2683, rep. 119. As informed you in our respects of the 26th inst. we have paid Ro. 25.—to the "Deutscher Emigranton-Schutz Verein." who had furnished the passenger with this amount, and there can thus only be refunded R. 25.—to the purchaser at yours.

Yours faithfully,

THE RUSSIAN-AMERICA LINE,

THE RUSSIAN-EAST ASIATIC STEAMSHIP CO., Ltd.

F. Schestakovsky. 6596

6597

6598 **Petitioner's Exhibit 619.**

7.

Libau 22/5th July 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Being informed by the Pool Secretary that the new Commissioner of Immigration has decided it unsafe for emigrants to arrive in future without sufficient funds for support until they can obtain employment, even though holding railway tickets to their
6599 destination, and that the Commisioner suggests that $25—will be necessary in most cases, we shall thank to only sell prepaid tickets, when the purchaser is submitting the necessary money to the person in favor of whom the ticket is issued, or if he guarantees that the passenger is in possession of the necessary amount, so that we do not risk to get the passengers deported on account of insufficient funds.

This for your information and kind attention.

Yours faithfully,

THE RUSSIAN-AMERICA LINE,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.

6600 Signature undecipherable.
(Pencil Notation) Referred to Mr. Straus.
July 19, 1909.

Petitioner's Exhibit 620. 6601

7.

Libau, 27/10th July 09.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

"Estonia" against "Volturno."

We do not fail to inform you that we are informed by the secretary of the pool that some of the Atlantic Lines are objecting to refund us for the expenses incurred by delaying the "Estonia" in order to fight the "Volturno." 6602

As we have previously impressed upon you not to postpone any of our steamers without obtaining our permission, you ought not to have delayed the "Estonia" and under no circumstances without getting a guarantee from the small guarantee, that we would be fully indemnified by the pool. Under these circumstances we regret we will have to look to you for payment of the costs in connection with the postponement of the steamer, if the pool-lines should refuse to pay.

We take the opportunity to impress upon you again never to postpone a steamer, or to reduce the rates, or to pay higher commission, or to charge lower railfares without obtaining our sanction by wire, when 6603 we shall understand that you have a proper guarantee from the small committee, that we will get our loss and extra expenses fully refunded.

Yours faithfully,

THE RUSSIAN-AMERICA LINE,
THE RUSSIAN-EAST ASIATIC STEAMSHIP CO., Ltd.

(Signature undecipherable.)

6604 **Petitioner's Exhibit 621.**

THE COMMERCIAL CABLE COMPANY.

Cablegram
Via Commercial.

Received 330 P. M. 1592

June 15, 1909.

Ev 17 983.
Libau 9.
Maxolaf NY.

6605 DECERPSI LITUANIA UNLESS SMALL COMMITTEE GUARANTEE DEMURRAGE.
(Ink Notation.)
Do not delay.

6606

Petitioner's Exhibit 622. 6607

Copenhagen the 21st June 1907.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to acknowledge receipt of 7 favours of yours of the 7th inst. dealing with various questions of a more or less general nature, which we wish to place before our Senior, Etatsraad Anderson, who is absent at present, but will return next week, when we shall revert to the subjects descussed. Here we 6608
shall only refer to a few items.

Statement of Accounts. We have duly received your statement of accounts up to the 1st of June with vouchers, and shall after due examination revert to it. We would however kindly request you in future to let us have *not monthly* statements of accounts, as we infer is now your intention, but separate statements of accounts for each steamer, as soon as possible after she has left your port.

s/s Korea. We have noted what you have done in disposing of the passengers engaged for her intended departure on the 22nd May, and also the difficulties in securing passengers for the date of her delayed 6609
departure.

We are also in receipt of your favour of the 10th inst. placing before us original letters of withdrawal of their agencies with your firm by Members of the Conference, and we shall in due time return them to your goodselves.

We remain, Gentlemen,

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

6610 **Petitioner's Exhibit 623.**

Copenhagen the 9th July, 1907.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to confirm telegrams exchanged as per copy enclosed.

Relations to Volunteers. We were pleased to see from your telegram received today that you are on very good terms with Messrs. Richards & Co., the clippings comparing the Volunteer steamers with ours
6611 in disfavor of the latter made us suspect that those Agents were on their own account militating against the Russian East Asiatic Co. Now that Kammerjunker Rschewusty is coming over to New York the most cordial relations also on your side should be sure to be established with the Volunteers, and we trust that you will call on the gentleman on board his steamer (Moscow) on arrival, and that the most efficient manner of working together across the Atlantic will be discussed with success.

We telegraphed you the sailings for August and September as desired, and shall to-morrow forward to you a detailed sailing list.

6612 *Reduction of Rate Rotterdam*—New York. You will kindly have understood from our cable that we have deemed expedient to reduce this rate by 5 Roubles for the time being.

General. Referring to your previous letters on our admission into the Conference, attitude of American Railroad to non-conference Lines, the question of a suitable dock, your commission etc., etc., we would prefer to deal with these verbally and in an exhaustive way, when your Mr. Johnson visits Copenhagen, which we hope can be arranged so that Mr. Johnson could meet our Senior, Etatsraad Anderson, who

Petitioner's Exhibit 624

6613

after his visit to Iceland with our King will be back here abt. the 20th of August.

We are, Gentlemen,

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(Signature undecipherable.)

(Pencil notation.)

Petitioner's Exhibit 624.

6614

Copenhagen the 22nd July 07.
Libau—New York Trade.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

Agency at Vienna. We are obliged for your favour of the 8th inst. from which we note that the Agency in Vienna of the Volunteer Fleet has been changed to Universal Reisebureau, Fugbachgasse 10. Vienna. As for the same firm representing the Russian-East Asiatic Co. at Vienna, we beg to say that we are taking steps in the sense required and shall in due time revert to the subject.

6615

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(Signature undecipherable.)

Received and answered.
(Pencil notation.)

6616 **Petitioner's Exhibit 625.**

Copenhagen, the 20th August 07.
Libau—New York Trade.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to acknowledge receipt of your 2 favours of the 2nd inst. having reference to the working of the Line generally, admittance to Conference, steamers etc., and we wish to inform you that these questions will be gone thoroughly into verbally with
6617 your Mr. Johnson before he returns to America.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)
(Signature undecipherable.)

Petitioner's Exhibit 626.

THE ANGELO-AMERICAN TELEGRAPH COMPANY.

6618

Cablegram received at No. 68 Broad Street, New York,

August 17, 1907.

Place from	No Message	No. of Words.	Received by
Copenhagen	5 K	4	Ht Ht

Time received
3.35 a. m.
Maxolof N. Y.
follow Volunteer.

Petitioner's Exhibit 627. 6619

THE ANGELO-AMERICAN TELEGRAPH COMPANY.

Cablegram received at No. 68 Broad Street, New York, Aug. 26, 1907.

Place from	No. Message	No of Words	Rec. by	Time rec.
Copenhagen, 193 Z		6	F C Jr.	1153 a m

(Pencil notation.)

To Maxolaf N. Y.
Reduce prepaids
Volunteer
Ack. 8/26/07
(Pencil notation)

Saucisse (same as) 6620

6621

6622 **Petitioner's Exhibit 628.**

Copenhagen 5th Septbr. 07.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Rate Reduction. We are obliged for your favour of the 24th August handing us copies of a Conference letter with regard to reduction of Cabin Rates, etc., etc., which have our best attention.

In reply to your cable received yesterday and read-
6623 ing:

"Lloyds outward 23 Dollars Richards cabled authority 20 Dollars may we follow,"

we cabled you as follows:

"You may follow Volunteer,"
which we beg to confirm.

Passengers homewards. We also received your telegram reading:

"s/s Estonia Rotterdam steerage 263 cabin 2 Libau steerage 39 cabin 2,"
from which understood that the steamer left New
6624 York with 306 passengers altogether.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)

Petitioner's Exhibit 629.

6625

Copenhagen the 5th October 07.

A. E. Johnson, Esq.,
c/o Messrs. A. E. Johnson & Co.,
New York.

Dear Sir:

We beg to acknowledge receipt of your favour dated Paris the 1st inst. handing us a letter from Mr. Strauss, for which we are very much obliged. Mr. Strauss' picture of the feelings and movements among the Conference agents was of great interest to us, and a good thing it would be if this would lead to at 6626
least some sort of arrangement, which would again raise the rates. We have sent a copy of the said letter to St. Petersburg for the information of the Head Office, which will be sure to also interest them.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)

(Signature undecipherable.)

6627

6628 **Petitioner's Exhibit 630.**

Copenhagen, the 25th Oct. 07.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co,
New York.

Gentlemen:

Continental Conference. We duly received your telegram reading:

"Continental conference—meeting was held yester-
6629 day they have advised their home offices permitting certain agents booking for Russian Lines if company approached—we consider—you ought not to agree—limiting company to number of passengers booked or transferred,"

which we read with interest, and in reply beg to inform you that we intend taking exception to a proposal with regard to a limited number of passengers, should such proposal come forward.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

6630

(Signature undecipherable.)

Petitioner's Exhibit 631. 6631

H

Copenhagen, 13th December, 1907.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We received your telegram:

"Red Star outward $30. Volunteer $28—we will follow Volunteer you must abide we expect Korea 900."

of which we note that the price eastwards has been 6632
reduced by the Red Star Line to $30—which was followed by the Volunteer Fleet to $28—and confirm our reply:

"Follow Volunteer."

We regret that a reduction has taken place and as we note that "KOREA" will get abt. 900 passengers eastwards we understand that many passengers still leave America.

We suppose that "KOREA" will have the benefit of the higher price say $31—and await your kind informations.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI. 6633

(Pencil notation) (Signature undecipherable.)

Acknowledge receipt and tell, we have done the best and almost taken $31—rate as they can see on our report. S/s Korea.

6634 **Petitioner's Exhibit 632.**

Copenhagen, O., 17th December, 1907.

CONTROL DEPARTMENT.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Gentlemen:

Your favor of the 4th inst. regarding differences in the railroad fares is duly to hand. Although these differences are comparatively slight—not very slight as you say, as in some cases they amount to from 12 to
6635 16%—still they total on an average $50—per steamer and with an increased eastbound passage traffic this amount will naturally be still further enlarged.

We do not doubt that you are following the Volunteers who, you state, again follow the Holland American Line, but as these railway fares simply are cash outlays on which there is no profit whatever, we think that the steamship owners are entitled to get at least their outlays for passengers' railway tickets back again without having to lose money on them.

We would also direct your attention to the fact, that in our letter of the 19th inst. in which this matter was mentioned, we stated that one passenger for
6636 Antwerp, No. 11650, was not included in your manifest, *i. e.* we had neither got payment of ocean nor of railway fare, but this part of our letter you do not reply to at all.

We await the favor of your early answer to this as well as to our letter of the 11th inst., which mentions some similar cases and today we have to state that No. 10251 to Krakau by S/S "Korea" IV, which is charged for by Ruys & Co., does not appear in your passenger manifest. How is it that in almost every boat there seems to be one or more passengers not included in your manifest?

Petitioner's Exhibit 632

6637

In reply to these various questions we shall feel obliged if you will kindly give us a little more explicit answer than we received to our respect of the 19th ult.

We are, Gentlemen,

Yours faithfully,

AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

Signature undecipherable.

6638

6639

6640 **Petitioner's Exhibit 633.**

Copenhagen, O. 24th December, 1907.

CONTROL DEPARTMENT.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Gentlemen:

We have for some time past been desirous of making a change with regard to our financial arrangement with New York in connection with the emigrant trade, and now that the number of prepaids and eastbound passengers is on the increase, which we hope will
6641 continue, and you are consequently collecting larger amounts on our account, we think that the moment for initiating the change has arrived.

As you are no doubt aware our Russian steamers are supplied with coals by the Pennsylvania Beech Creek & Eastern Coal Co. at the price of $3 per ton net, for which the Company has hitherto valued on us in Sterling by Masters' drafts at 30 d/s London.

As regards Messrs. Benham & Boyesen their a/cs generally average from 8-10.000$ per steamer, for which they draw on us at 8 d/s in dollars with 1/4% bank brokerage added.

Now we consider that instead of your remitting us
6642 the full amounts collected by you, less your expenses, for which checks we only obtain 5 to 6 points under sight exchange, while we have to honor the drafts at the full exchange at sight, it would be better to centralize the financing so that you pay the Beech Creek Company's a/cs upon presentation same to be accompanied by receipt for the coal signed by the master and 1st engineer, and that you also settle Messrs. Benham & Boyesen's a/cs on presentation, the controlling and critizizing of these a/cs of course remaining with us as heretofore. Immediately upon the payment of these a/cs we would then ask you to make up your own

Petitioner's Exhibit 633

6643

a/cs in connection with the particular steamers and remit the balance if any to us, leaving all the general expenses to the monthly statement as usual.

We are writing to the two other parties by the same mail giving them the necessary instructions, and trusting that you will experience no trouble or difficulty in complying with the new arrangement.

We are, Gentlemen,

Yours faithfully,

AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

6644

Signature undeciperable.
Pencil notation.
Arranged 1/28/08.
Initials undecipherable.

6645

6646 **Petitioner's Exhibit 634.**

Copenhagen, O., the 14th Jan. 08.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to acknowledge receipt of your favours of the 30th Dec. and 2nd January (2), contents of which have our attention.

s/s Arconia and the $20 Rate. We very well un-
6647 derstand that tickets actually bought before the advance of a rate must be honored. But it seems to us that it must be possible to prevent the agents in taking advantage of you, and we would in this respect beg to suggest that all the tickets should be dated with the date on which they are sold to such or such passenger, by which you should be able to exercise a certain, if not quite effective control.

Agent Mr. Kail. We thank you for the memorandum showing that this gentlemen has again been reinstated as a Conference Agent, and note that you are trying to keep him in some way or other for our Company.

Yours faithfully,

6648 AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

Signature undecipherable.

Petitioner's Exhibit 635. 6649

Copenhagen, O., 20th January, 1908.

CONTROL DEPARTMENT.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Gentlemen:

In continuation of our letter of the 16th inst. we hereby beg to inform you that the price of coal for which we have contracted with the Pennsylvania Beech Creek & Eastern Coal Co. for this year is *$3.10* free alongside, the price of $3 mentioned in our previous correspondence being the price we paid in 1907. Please take note of this alteration and oblige. 6650

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

Signature undecipherable.

6651

6652 **Petitioner's Exhibit 636.**

Copenhagen, O., the 21st Jan., 08.

LIBAU-NEW YORK TRADE.

RECEIVED
Feb 2 1908
ANSWERED
(Undecipherable)

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

6653 We beg to acknowledge receipt of your favor of the 8th inst. and thank you for the Circular of the Trans-Atlantic Passenger Conference kindly sent therewith, contents of which we have duly noted, and are informing Libau and Rotterdam of the sums required to be in the possession of immigrant pessengers landing at U. S. ports and destined to Canadian destinations.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Limited.)

6654 Signature undecipherable.

Petitioner's Exhibit 637.

6655

(Attached slip reads as follows):
ENCLOSURE FOR:
Messrs. A. E. Johnson & Co.,
undecipherable.

Chicago, Ill., Jan. 6, 1908.

Messrs. A. E. Johnson & Co.,
Chicago, Ill.

Gentlemen:

Report of my days work in the interest of the S. S. "ESTONIA" sailing Jan. 11th as well as prepaid business.

6656

No prepaids can reasonably be looked for yet for two months time, all agents called on don't seem to look for any amount of it before March, and not much then unless the 75,000 men that are now out of employment can go to work, besides the very little difference in the rates and with the many difficulties in getting passengers through to Rotterdam there seem to be no object for an agent to exert himself to book prepaids via our line, as the same commissions are offered as are paid by all other lines, however, some agents promise to do what they can for us when time comes.

6657

Called on Russian American Bureau, Mr. V. Braslavski, 700 5th Av. I have lost all faith in this agency, only makes promises.

Mr. K. W. Kempf, has quoted our rates to several parties, will try and give us some passengers if he is able to—very quiet now.

Mr. M. Hartman, had a visit but do not look for any business.

Mr. Anton Boenert, spent about an hour at his office, he will have some passenger for us.

Mr. Julian Piotrowski, 416 Milwaukee Ave. Had a very pleasant visit at his office and may get some

6658 *Petitioner's Exhibit 637*

business from him, on account of an accident he is not able to be at the office himself. On account of misunderstanding when first appointed he instructed his clerk not to sell any more tickets for our line, but has partly changed his mind since my previous call.

Zwierkowski & Kulik, 259 W. Chicago Ave., has no business in view.

Kvorka, Fisher & Co., 367 W. Chicago Ave. has the Cunard Line, not our agents, promises to give us some business and will call at office for tickets, but want to be put on the mailing list.

6659 A. Ossowski, 141 W. Division St. Has nothing in view, at present time he refers his business to Mr. Boenert.

Pananek, Kovak & Co., 179 Cornell St. had a pleasant visit with agents and again asked them to call at our office for tickets in case they had any passengers.

Geo. R. Lenke & Co., 608 Milwaukee Ave. had a pleasant visit. Mr. Lenke gave orders to his clerk to give us some passengers for this sailing and will do so if anyone comes for tickets and can be booked to Rotterdam.

Mr. Jos. Husak, 591 Milwaukee Ave. Want our prepaid blanks and will make effort to give us some
6660 business.

John A. Prebis & Co., 814 Milwaukee Ave. had a nice visit with agent. All agents are anxious to know about the S. S. "ESTONIA" and as I have seen this ship I can recommend same very highly and have informed all agents that she is a fast ship.

Mr. Adam Majewski, 567 Noble St. Will do all he can for us. Have ordered a new outward book to be sent this agent.

Joseph Rosinski, 521 Noble St. has some passengers in view that he will try to book for our steamer. Promises to push our line when business opens up.

Petitioner's Exhibit 639

6661

Anton Klimek, 633 Noble St. has not yet given us any business had a pleasant visit and may get some passengers from him.

H. A. Bijaski, 602 Noble St. Called but did not find him at office.

A. J. W.

Petitioner's Exhibit 639.

RECEIVED
Feb 2 1908
ANSWERED
Undecipherable

6662

Copenhagen, O., the 22nd Jan., 08.

LIBAU-NEW YORK TRADE.

Confidential.

A. E. Johnson, Esq.,
c/o Messrs. A. E. Johnson & Co.,
New York.

6663

We are much obliged for your confidential letter of the 9th inst. giving to us the principal points of a conversation you had with Mr. Helmoldt of Bremen regarding our position to the Conference, our policy and the possibility of an arrangement being come to, which we have been reading with great interest.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

Signature undecipherable.

6664 **Petitioner's Exhibit 640.**

Copenhagen, O., the 22nd Jan., 08.

LIBAU-NEW YORK TRADE.

RECEIVED
Feb. 1 1908
ANSWERED
(Undecipherable)

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

6665 We beg to acknowledge receipt of your favours of the 8th, 9th (2) and 10th (2) inst., having reference to the *Rate Question*, and we have with great interest read your observations on the general *steerage rate* situation, and more especially the rate war initiated owing to the Cunard Line repudiating the principle of differentials against great speed and superior accommodations, and we shall be obliged for your keeping us fully posted on developements in this respect.

We note that you consider a reduction of our *Cabin Rate* to $37 necessary, and that you are reducing the rate accordingly for s/s "Korea," abt. 22nd Febr. from yours. We would however kindly request you
6666 henceforth in any particular case of reduction to cable us, when we shall at once cable you our views in reply, and be pleased to *keep us posted of the exact* dates on which the individual reductions come into force. In the present case you ascribe the necessity of the reduction to $37 for cabin to the reduction made by Holland American, Red Star, Cunard, White Star and Allan Lines, but from the rate cards you have sent us, it appears only that the Eastward rate has been reduced, but we do not see any reference to the prepaids at all, while your proposal refers to "outward and prepaid" as well (your letter 9th Jan.),

Petitioner's Exhibit 641 6667

and we therefore do not see the necessity for the reduction in the case of "prepaids."

We would be obliged to have your further information on this point and remain, Dear Sirs,

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

Signature undecipherable.

6668

Petitioner's Exhibit 641.

Copenhagen, O., the 27th Jan. 08.

LIBAU-NEW YORK TRADE.

RECEIVED
Feb. 6 1908
ANSWERED

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

6669

We beg to acknowledge receipt of your favor of the 15th inst. handing us a letter from Agent Mr. S. G. Cook, showing that owing to threats from the Conference Companies he had given up booking tickets for our steamers, which had our attention. Enclosed we beg to return the said letter with thanks after persual.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)
(Signature undecipherable.)

6670 **Petitioner's Exhibit 642.**

H

Copenhagen, O., 28, January, 08.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We received your favor of 14th inst. and note to our regret that you have been obliged to reduce the rates again so that the price for second class is now $37—to and from Rotterdam and $47 to and from
6671 Libau. The rates for emigrants have been considerably reduced, we understand, by other lines but we note that you will look on some time as no steamer will leave New York before 19th February.

Regarding the prices for second class we beg to ask you if it was necessary to reduce them now, when no steamers will leave for Europe, as the steerage rates have not been reduced, and when it is possible to keep up the steerage rate unaltered we think that it would have been the same case with the cabin tickets.

Yours faithfully,

AKTIESELSKABET,
Per Pro DET OSTASIATISKE KOMPAGNI.
6672 (The East-Asiatic Company Limited.)
(Signature undecipherable.)

RECEIVED
Feb. 8 1908
ANSWERED
2/13/08.

Petitioner's Exhibit 643. 6673

Copenhagen the 7th Febr., 08.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We are in receipt of your letters of the 11th, 22nd, and 24th January (4), contents of which have our attention.

Volunteer Fleet. We are communicating with St. Petersburg to ascertain the true facts in regard to the advertisement announcing the increase and weekly 6674
sailings of the Fleet, and shall in due time revert to the subject.

s/s Estonia's Passengers. We note that you sent about a 100 passengers on board the night before she sailed on the ground that Messrs. Richards & Co. had offered to pay the board in hotel for any passengers that would stay over for their steamer "Moskva," leaving the following Wednesday.

Transfer of Passengers. We note that in order not to make the Agents dissatisfied on account of the suspended sailings of our steamers you have transferred the passengers engaged by them to other steamers, and trust that you have been acting in our interest 6675
in doing so.

Sailing Lists. Such we will send you as soon as we are able to do so.

Cabling for Accommodation. To this we shall revert in a following letter.

Mr. Marcus' Round Trip Passengers. We note that you are trying to get Mr. Marcus to pay a higher rate, and shall be glad to have the result of your endeavors in due time.

We yesterday received your telegram reading:

6676 *Petitioner's Exhibit 643*

"Dunothar Castle sailing 15th February Rotterdam one trip only we might give about 300 passengers which cannot wait Korea we will try arrange Libau outside contracts relieving congestion subject to your approval telegraph,"

in reply to which we cabled you as follows:

"We leave you to do what you consider best but try all you possibly can to retain as much as possible Korea,"

which we beg to confirm.

6677 Yours faithfully,

AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

Signature undercipherable.

6678

Petitioner's Exhibit 644. 6679

Copenhagen the 8th Febr., 08.

LIBAU-NEW YORK TRADE.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Prepaids. It could of course not be expected that we should as yet have reached the number of prepaids secured by Messrs. Richards & Co. for the Volunteer Fleet, but at the same time we cannot help to point out that the difference in the numbers of prepaids secured for their and our Line is so great that in fact 6680
it constitutes a conspicious disproportion. An example will show you what we mean. About the end of January the Volunteer Fleet had abt. 1500 prepaids, which had not sailed yet, whereas our number was only 335, and the Volunteer Fleet receives at present, when the traffic is very weak, no less than 80 prepaids, while the corresponding number on our side is only abt. 20. Seeing that the prepaid business is considered the basis of any emigrant Line, the result is a sad one, and more especially so at this time of the year, when the passengers that can be booked in Europe amount practically to nil. The importance of the prepaid business is evident to your goodselves as 6681
it is to us, and we shall be obliged to have your views as to what prospect you can hold out as to the developement of this business for our Line in the near future.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company, Ltd.)

Signature undecipherable.
Ans. 2/26/08 NW.

6682 **Petitioner's Exhibit 645.**

Copenhagen, 10th Feb., 08.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to acknowledge receipt of your favors of the 25 (1), 27th (2), and 28th (2) January last.

We are obliged for the

Reading Matter referring to Mr. Ballin and the German Lines handed us with your letter of the 25th Jan.

6683 *Sailing List.* This will be dispatched to you as soon as we have the dates concerned, which we hope will be very shortly.

Railroad Tariffs. We have duly received the Railroad tariffs announced in yours of the 28th Jan. to have been dispatched to us on the 23d of the same month. The American Laws on Immigration announced have however not reached us. We note that a supply of Manifests were sent to Libau and Rotterdam in charge of the Purser of s/s St. Petersburg.

Alien Seamen. We are obliged for the copy of the Conference letter on this subject sent us with your

6684 letter of the 28th Jan.

We also beg to acknowledge receipt of your telegram reading:

"London Conference adjourned pooling steerage proposed," for which we are much obliged.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Company Ltd.)

(Signature undecipherable.)

Petitioner's Exhibit 646.

6685

H Copenhagen, 24 Feb., '08.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We thank you for your favor of the 8th inst. with enclosures of the report of Steamship Conference as well as Clipping from the New York Herald in regard to same which we have read with great interest.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Co. Ltd.)

6686

(Signature undecipherable.)

(Newspaper Clipping attached to Original.)

The following is the TRANSLATION.

Warning for those leaving for Europe. Our duty is to warn fellow countrymen before exploitation which sacrifice are falling leaving for Europe, Poles, which having little practice, falling into the hands of unconscionable agents, straining without compassion. We think here about the agents of the Russian Steamship Co., beautifully by them advertised, and really very bad with regard to navigation, comforts and food consumed by the passengers travelling with this line. Above all is to note that every guarantee given the purchaser of the ticket, that the Russian Line has its own consistent ports at Bremen, Hamburg, Rotterdam and Antwerp is deprived of truth because the mentioned line has only one consistent port at Libau, Russia, but at Holland, near Rotterdam, the line has a halting place so-called coaling station where the steamers stop to provide themselves with coal for the further voyage. And from this coaling station

6687

6688 *Petitioner's Exhibit 646*

which has no conditions to fit it as a port the passengers from the steamers of the Russian Line are forwarded by railroad to the other ports. The passengers on the steamers of the Russian Line are not treated like Human Beings, and the steamers do not merit the name of steamers at all—they are old transport ships from the Russian-Japanese war. What the Japs have not smashed to pieces, the Muscovites turned to their profit these much used boxes, and established for the exploitation of the inexperienced, the Russian Line. The chief passengers on this line are
6689 the Poles. It is time to put an end to this, and in order to do so, we are giving our fellow countrymen the following warning. Do not listen to the beautiful sonorous words and guarantees of the agents, and do not cram the pockets of the Muscovites with your money, for they are murdering us enough. Do not help with your money the finances of the Russian Line, because in this way, you turn the whip against yourselves. In order to prevent the misuse, you must warn each other against the hunting of Poles by agents of the Russian Line, and especially must we warn those fellow-countrymen not knowing, reading. Although you can buy a ticket on this line for Two or three dollars less than on the others, it is necessary
6690 not to consider this, because this cheapness will not bring you utility, and will perhaps deprive you of your health. Instead of the expected good, you will let unnecessary tears fall. If you, fellow-countrymen wish to go to Europe, via Rotterdam, in buying your ticket ask for a ticket on the Holland American Line, and if they answer, "Yes," then buy the ticket. If you wish to go to Antwerp, declare that you want a ticket on the Red Star Line, if to Bremen, ask for the North German Lloyd. In buying a ticket to Hamburg via Liverpool mention the names of the following steamship lines, "Cunard Line," "White Star Line," "American Line," or "Anchor Line."

Petitioner's Exhibit 647.

6691

H

Copenhagen, 2d Marts, 08.

Messrs. A. E. Johnson & Co.,
New York.

Gentlemen:

We beg to confirm our telegram of 29th ult:.

"Telegraph as soon as possible how many eastbound emigrants during last year U. K. Continent the following to be excluded Mediterranean,"

and received yesterday morning your reply:

6692

"350514 of which 213551 direct Continent unable to ascertain nationalities by United Kingdom Lines,"

for which we beg to thank you and contents noted.

Yours faithfully,
AKTIESELSKABET,
p. p DET OSTASIATISKE KOMPAGNI.
(The East-Asiatic Co. Ltd.)
(Signature undecipherable.)

Petitioner's Exhibit 648.

6693

August 3d, 1908.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Enclosed for your information we are sending you circular issued by the North German Lloyd reducing the steerage rate on the steamer "Barbarosa" to $23.00. You will note from this circular that this steamer sails the next day after our steamer "RUSSIA."

Yours very truly,

6694 **Petitioner's Exhibit 649.**

Copenhagen, 18 July, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date.

Rates. We note that the North German Lloyd and the Austrian Line have reduced their rates against us to $25—and that you recommend to reduce the rate for "Estonia" to $24,—in reply to which we wired
6695 you that we leave it in your hands, and we feel confident that you will arrange it in the way you in your position at New York judge the most profitable to us. We trust it will prove to be unnecessary to reduce the rate.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

Your favors of 7th and 8th inst. with enclosures just to hand. Contents have our best attention.

6696

Petitioner's Exhibit 650. 6697

Copenhagen, 21 July, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favors of 9th and 10th inst. with enclosed clippings and sailing lists, also your telegram of yesterday, for which we beg to thank you.

s. s. "Estonia." We note the Holland Line have reduced their outward rates to $22,—against s. s. "Zelunga" sailing from New York July 28th, and 6698
that you expect the result for "Estonia" will be only 400 passengers. We are now looking forward to the final result with your telegram of her departure tomorrow.

s. s. "Russia" from New York 5th August. We await to hear from you how many passengers you think to secure for this steamer and hope that you and Messrs. Benham will be able to fill the steamer.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.
Aug. 1, 1908.

6699

(Signature undecipherable.)

6700 **Petitioner's Exhibit 651.**

Copenhagen, 24th July, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date, contents of which have our attention.

Steerage Rate. We note the Continental Lines have reduced the rate to Rotterdam to $21, in order to keep out opposition and that you recommend to make
6701 the rate for "Russia" $24,—to which we wired you our approval, which we herein beg to confirm.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

6702

Petitioner's Exhibit 652.

6703

Copenhagen, 25 July, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your telegram of same date, for which we beg to thank you.

S. S. "Russia." We note that the Holland Line has reduced the rate to $21,—against s. s. "Jelunga" and that you recommend us to allow you to further lower the rate from $24,—with 2 or 6704
3 dollars if it should prove to be necessary in order not to lose the business, why we wired you today that we leave it in your hands at the same time asking you about the prospects for "Russia" and we now await your early reply.

Yours faithfully,
AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)

6705

6706 **Petitioner's Exhibit 653.**

Copenhagen, 30th July, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favors of 18th, 20th and 21st inst. with enclosures, also your telegram of yesterday, contents of which have our best attention.

s. s. "Russia." We note that the North German Lloyd and the Austrian Line have now reduced their
6707 rate to $23,—against us and that you according to our telegram of 25th inst. leaving you free hands have temporarily fixed the rate for "Russia" to $23,—as well. We see that you expect to increase your bookings with a few Hundreds, if you drop the rate, and we understand that you will reduce the rate to $22,—if you consider it the most profitable to us. It is only to be hoped that the prospects may improve, and we anyhow still await to hear from you what you have done.

We further note that s. s. "Jelunga" has left yesterday with 250 steerage passengers.

Yours faithfully,

6708 AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

File 8/11/08. (Pencil notation.)
(Signature undecipherable.)

Petitioner's Exhibit 654. 6709

Copenhagen, 13th August, 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and are in receipt of your favors of 30th inst. with enclosures, contents of which have our best attention.

The circulars issued by the Trans-Atlantic Passenger Conferences we have posted on to Libau after perusal according to your request.

Yours faithfully, 6710

AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI.

(Signature undecipherable.)
(Pencil notation.) Paul.
Aug. 22, 1908.

6711

6712 **Petitioner's Exhibit 655.**

Copenhagen, 21st Aug., 1908.

Private.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We confirm our respects of yesterday and telegrams exchanged since as per copy enclosed.

As you will now understand the reason, why we wired you yesterday not to book prepaids for some time, was that we at present are in close negotiations
6713 with the pooled lines, and we hope the result will be that The Russian East-Asiatic Co. joins the pool.

Taking it that the steamers join the pool, we, of course, do not now want to book at the present low rates, and we therefore wired you today in the meantime to keep all off.

Our Mr. Etatsraad Anderson is leaving for London next week where a meeting is to be held of the combined transatlantic Owners, and using this opportunity we hope to come to a final arrangement.

We remain, dear Sirs,

Yours faithfully,
AKTIESELSKABET,
6714 DET OSTASIATISKE KOMPAGNI.
(THE EAST-ASIATIC CO. LTD.)

(Signature undecipherable.)

Petitioner's Exhibit 656. 6715

AKTIESELSKABET DET OSTASIATISKE KOMPAGNI.

(THE EAST-ASIATIC COMPANY, LIMITED.)

COPY OF TELEGRAMS exchanged with Maxolaf

New York.

Copenhagen, 21st Aug., 1908.

Sent:

Private 6716
We are
close negotiations pool
hope decision
Welfisches
next week
London meeting
therefore meantime keep
all off
Abunuelo
act accordingly.

6717

6718 **Petitioner's Exhibit 657.**

THE ANGLO-AMERICAN TELEGRAPH COMPANY.

Cablegram Received at No. 8 Broad Street (Stock Exchange Bldg.) New York.

Aug. 21, 1908.

38K COPENHAGEN 18
MAXOLAF NY

PRIVATE WEALE CLOSE NEGOTIATIONS POOL HOPE DECISION WELFISCHES LON-
6719 DON MEETING THEREFORE MEANTIME KEEP ALOFF ARUNUELO.

ORIENT.

(D 6.39 AM)
(Pencil Notation):
next week
act accordingly.

6720

Petitioner's Exhibit 658.

6721

Copenhagen, 7th December, 1908.
Control Department.

Messrs. A. E. Johnson & Co.,
21 Broadway, New York.

Gentlemen:

We cabled you today as follows: "Do not book prepaids via Rotterdam" which we hereby acknowledge.

The reason for cabling you is this that we continually find a few passengers being booked at yours from Rotterdam at much lower rates than we have to pay 6722
the H. A. L., by whose steamers they are forwarded and invariably with a considerable loss to us.

Here is a typical example:

No. 16384 Messrs. Ruys & Co. debit us as follows:

Paid to H. A. L. passage & headtax	Fl.	82.46
Commission	"	1.25
14 days lodging expenses	"	12.90
	Fl	96.61
Credited by you in Libau Report No. 101:		
Net amount $24—at 2.50	"	60.00 6723
Loss to R. A. Line	Fl.	36.61

Naturally we do not desire any more bookings of that kind.

We beg to refer to your letter of the 8th July last in which you ask us (on Page 2 under heading "Passenger Manifest steamer 'Korea' May 2nd") to investigate the matter of the bearers of the tickets 6528 and 6530 being forwarded to Tilsit, as Embarkation Coupons only read Rotterdam. We now enclose the

6724 *Petitioner's Exhibit 658*

railway order for No. 6528 which distinctly states Tilsit, and have asked Libau to forward you No. 6530 direct. We shall therefore ask you to be kind enough to credit in your next monthly statement the railway fare to Titsit, viz. $6.60 on each ticket, and we now return you the coupons which you forwarded to us.

On Page 1 of the same letter you write under heading "April Statement" that you will credit us with $2.50, small differences in prepaid tickets 1832, 1093, 10194 and 9783, but so far you have not done so.

6725 You will no doubt also hear from Libau about this.

We are, Gentlemen,

Yours faithfully,

AKTIESELSKABET,

DET OSTASIATISKE KOMPAGNI.

(The East-Asiatic Company, Ltd.)

name undecipherable.

(Pencil Notation):

Credit Cpy with $14.64.

Charge Chicago $14.64.

Enclosures.

6726

Petitioner's Exhibit 659. 6727

Copenhagen 4th, January, 1909.
Control Department.

Messrs. A. E. Johnson & Co.,
27 Broadway, New York.

Gentlemen:

In Messrs. Benham & Boyesens Disbursement a/c for S/S "Korea" were included various amounts aggregating $26 for maintenance at Ellis Island of passengers arriving by the Holland America steamers Ryndam 22 Sept., Statendam 29 Sepr., Noordam 5 Oct., and Ryndam 27 Oct., and on writing these 6728
friends objecting to these charges they now write us to the effect that they paid these amounts at your request, and that you are now arranging to have the amount refunded from the Holland American Line.

We cannot understand how you came to request Messrs. Benham & Boyeson to make such payment on a/c of our company, as you of course are fully aware of the fact, that at the moment the Holland American Line have accepted our prepaids at Rotterdam our responsibility and liability are at an end, and we shall therefore be glad to have your explanation of this matter.

In the meantime we have debited you with the $26 6729
and expect to see a credit for same in your December financial statement.

We are, Gentlemen,

Yours faithfully,

AKTIESELSKABET,
DET OSTASIATISKE KOMPAGNI,
(THE EAST-ASIATIC COMPANY LTD.)
(Name undecipherable.)
O. Hess.

6730 **Petitioner's Exhibit 660.**

Jan. 29, 1909.

The East Asiatic Co.,
Copenhagen, Denmark.

Gentlemen:

Enclosed please find Trans-Atlantic Steamship Conference Circular, in reference to wireless telegraphy on board the ships, copy of which we have sent to the Libau office.

A. E. JOHNSON & CO.,
T.

6731

Petitioner's Exhibit 661.

Feb. 13, 1909.

The East Asiatic Co.,
Copenhagen, Denmark.

Gentlemen:

We sent a letter to Libau, informing them that the New York Continental Line, being revived and called the North West Transport Line, of which C. B
6732 Richards & Co., are the General Passenger Agents, have advertised the "Volturno" for Feb. 27th.

We have had our meeting here, and cabled to the other side through the secretary, for instructions in reference to competing against the steamer on the date mentioned by the North-West Transport Line.

Awaiting further instructions, we remain,
Yours very truly,

Petitioner's Exhibit 662. 6733

Copenhagen, 25 March, 1908.

Libau-New York Trade.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

We received your telegrams and replied as per copy enclosed.

We regret we cannot fix sailings otherwise until Messrs. The Russian Eastasiatic S. S. Ltd.'s negotiations with the Pool have been brought to an end. Until then we would thank you not to make any forward 6734
bookings of Passengers. As soon as we come to a decision either one way or the other, we shall wire you full instructions regarding sailings, but we may already now inform you that owing to the depressed state of affairs all over we intend to send only one steamer each month. We will only require the steamers to maintain a monthly sailing from Libau, and the new Steamer whose name is "RUSSIA," and "ESTONIA" will easily could keep up a monthly sailing.

The "KOREA" will be kept as a reserve steamer whereas s/s "LITUANIA" will be put into one of our Eastern routes and already be taken out of the 6735
trade when she returns to Libau.

Therefore we telegraphed you that s/s "ESTONIA" will sail after "KOREA" on the 4th of May, provided she will not clash with the Volunteer Fleet's departure.

This Company will not send their two April steamers, also on account of the Eastern Holidays, but we are not aware of which day in May will be fixed but have enquired St. Petersburg and will let you know if there should be any alteration in "ESTONIA'S" sailing.

6736 *Petitioner's Exhibit 662*

The next sailing after "ESTONIA" will then be the new building, s/s "RUSSIA," which we expect ready middle May to leave Libau end of May or beginning of June and so far as we calculate the 25 Cabins you telegraph about could come in nicely for her, as we should think she will not be able to leave many days before the 24th June.

"RUSSIA" can take 42 Ist class and 60 IInd class Passengers. As we however do not expect so many Ist class Passengers we will only send inventory on board for 30 Ist class, whereas we will give full outfit for 60 Passengers on IInd class, which please note.

6737

Yours faithfully,

AKTIESELSKABET,

p. p DET OSTASIATISKE KOMPAGNI.

(THE EAST ASIATIC COMPANY LTD.)

(Name undecipherable.)

6738

Petitioner's Exhibit 663.

6739

August 6th, 1908.
File #24.

Dear Mr. Johnson:

From the different letters received from the Company from time to time we imagine that it is the desire on the Company's part to cut out Rotterdam coming westward; possibly it might be expensive, we do not know the reason, but it is very important for the Company to keep up the Rotterdam service as that is the important link against the pool lines. Naturally the pool Lines would hail such a project for us to discontinue when coming this way from the other side to leave out Rotterdam. Before the Company should entertain any such proposition they should be mighty well paid for it. Possibly there is no intention of doing this but in your discussion with the gentlemen on the other side kindly call their attention to this although we feel quite certain they know the importance and will not let it escape their attention in case of any discussion with the pooled lines.

6740

Cordially yours,

6741

6742 **Petitioner's Exhibit 664.**

August 6th, 1908.

File #28

Messrs. Slovak Press,
1888 Avenue A, New York.

Gentlemen:

In reply to your favor of the 1st instant in regard to prepaid ticket #30512. We beg to advise you that it may be right that the passenger paid an additional 22 Kr. from Vienna to Rotterdam because the passengers from Galatia have to pay this addition because
6743 they cannot come direct via Vienna on account of the German Frontier Control Stations, therefore they have to come via Basel, and in accordance with our new rate sheet which we enclose herewith the rate is $7.35 so that the amount paid by your passenger is correct.

Yours very truly,

6744

Petitioner's Exhibit 665.

6745

August 11th, 1908.
F. 92.

Copy to Copenhagen,
Libau,
Chicago.

Gentlemen:

The following cablegram has just been received from Lawson Sanford the secretary of the Conference from London dated August 9th:

"No result further negotiations end August present situation continues meanwhile," 6746

this means that the Italian Lines have met in Paris in reference to discontinuing selling tickets to Continental Points via Italian Lines. They have agreed to meet at the end of August and in the meantime the rates will continue as heretofore.

Yours very truly,

Petitioner's Exhibit 666.

August 11th, 1908.
F. 93. 6747

Messrs. the Russian East Asiatic S. S. Co.,
Libau, Russia.

Gentlemen:

Enclosed please find for your information copy of the Trans-Atlantic Passenger Conference Report #777 of Cabin Second Cabin and Steerage passengers arriving and departing from this side to the week ending August 6th.

Yours very truly,

6748 **Petitioner's Exhibit 667.**

August 13th, 1908.

File #119.

Mr. User Marcus,
Cor. Chrystie & Delancey Street, City.

Dear Sir:

In reply to your favor relative to prepaid 14061 we beg to inform you that we have written to our Rotterdam Agent in regard to the above mentioned ticket, but we can already call your attention to the fact that Prostken is one of the German Control Station and
6749 it often happens that passengers from there are returned, therefore we have issued our new railroad fare list copy of which we enclose you herewith, via Basel in order to avoid the difficulties which the passengers encounter by going through this German Control Station, however, as soon as we get a reply from our Rotterdam Agent we will let you know.

Yours very truly,

6750

Petitioner's Exhibit 668. 6751

August 17, 1908.

File #178.

Libau New York Trade.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to acknowledge receipt of your esteemed favor of August 6th and in answer to same we wired you that the Red Star Line were authorized by the pooled lines to fight the "KOREA" and reduced their rate to $23.00 against the "KOREA" at $26.00, and 6752
we met this rate of $23.00 except in a few isolated cases where we accepted a $22.00 rate to get the passengers away from the Red Star Line. The latter rate of $22.00 we done secretly.

The "VOLTURNO" which is to sail on the 22nd of this month. The pooled lines have authorized the Red Star Line to make a $22.00 rate against this steamer is the New York and Continental Line. We will keep you posted as to what the New York & Continental Line take out which will be very little, we feel quite certain.

Yours very truly,

6753

6754 **Petitioner's Exhibit 669.**

Aug. 21st, 1908.

File #221.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We beg to acknowledge receipt of your cablegram reading as follows:

"PRIVATE WEALE CLOSE NEGOTIATIONS POOL HOPE DECISION WELFISCHES LON-
6755 DON MEETING THEREFORE MEANTIME KEEP ALOFF ABUNUELO."

We understand the cable thoroughly and will act accordingly, and would also respectfully suggest that should we go into the pool, the pool agents who are our personal friends will be glad of this and naturally will flock to us and we can then get decent rates with the tide of immigration which is coming this way pretty soon the Company ought to get at least £8 per head, plus the $4.00 head tax for steerage passengers this is just as easy as getting £6., also for outward business in the same proportion.

Yours very truly,

6756

Petitioners' Exhibit 670.

6757

August 21st, 1908.
File #222.

Messrs. A. E. Johnson & Co.,
126 E. Kinzie Street,
Chicago, Ill.

Gentlemen:

On receipt of this letter please advance the rates for the "Estonia" to $26.00 to Rotterdam and $33.00 to Libau of course all tickets advised and agreed for goes. My object in raising the rates to $26.00 is to try to get the pool lines to do the same. Do not be particular, but see that circular goes out, but any tickets that you or your Agents have contracted for at the old rate will stand good.

6758

Yours very truly,

Petitioner's Exhibit 671.

Aug. 24th, 1908.
File #278.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

6759

Gentlemen:

We are sending you herewith for you information the Trans-Atlantic Passenger Conference report #778 of Cabin, Second Cabin and steerage passengers leaving this side for the week ending August 21st, 1908.

Yours very truly,

Copy to St. Petersburg,
Libau,
Rotterdam.

6760 **Petitioner's Exhibit 672.**

Aug. 26th, 1908.

File #345.

Messrs the East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

The Conference Lines notified us today that they received a cable from Mr. Peters, Manager of the Pool Lines that they have made arrangements with the Russian East Asiatic Steamship Company and all competition should cease, and that our outward rate
6761 should be $28.00 to Rotterdam, and of course our Libau rates should be $35.00, and our Commission to sub-agents will be $2.00 the same as paid by the Conference lines. Not having heard anything from you and knowing that this arrangement has been made, and knowing the Company's wish to get as much revenue as possible, we immediately complied with the Conference orders and sent out our circulars simultaneously with theirs, and we herewith send you copy of same. Would respectfully suggest that outward from here that we should use Wednesday, as Wednesday we consider the best sailing day from New York. The North German Lloyd goes on Tuesday, and the Holland American goes on Tuesday leaving
6762 Wednesday open for us. This is the only day that there is no sailings from here and which is considered the best day, and therefore wish that you get that day for our sailings if possible.

Now the only thing in the way is the Italian Lines and we hope that that fight will soon be settled then we are at peace with the world. We should make plenty of revenue for the Company, advance rates all around and as we only receive a percentage of the pool it will be necessary for us to keep up our percentage and if we run ahead, (the way we understand

the pool arrangement means) they raise the rates for lines that run ahead and reduce them for lines and reduce them for other lines to catch up. It will then be simply a matter of percentages and much better revenue, less expenses and easier matter for the Company to figure the profit on each and every ship, we therefore congratulate you upon the work of arranging your matters so amicably we remain,

Yours sincerely,

Petitioner's Exhibit 673. 6764

Aug. 26th, 1908.

File #347.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Enclosed please find copy of letter received from Lawson Sandford, secretary of the Conference.

Immediately upon receipt of this information from the Continental Conference concerning the Holland-America Line we simultaneously sent out circulars 6765 raising our rate to Rotterdam to $28.00 and to Libau $35.00, which we know will meet with the Company's approval.

Yours very truly,

6766 **Petitioner's Exhibit 674.**

Aug. 27th, 1908.

File #354.

Mr. L. Sandford,
Secy. Continental Conference,
#19 Broadway, N. Y. City.

Dear Sir:

We beg to acknowledge receipt of the copy of cable dated yesterday, received from Mr. Peters from London, as follows:

6767 "Agreement reached with Eastasiatic Co. cancel "Competition Eastasiatic rate Dollars 28."

We now take advantage of the opportunity to submit our application for membership in the Conference and would thank you very much to issue the usual circular showing that our Company, the (Russian East Asiatic S. S. Co.,) Russian-American Line are now members of the Conference.

Kindly advise us when you desire us to send you our cheque for $1,000.00.

Yours very truly,

6768

Petitioner's Exhibit 675.

6769

Aug. 27th, 1908.

File #357.

Mr. L. I. Grossman,
855 City Hall Ave.,
Montreal, Canada.

Dear Sir:

Your favor of the 26th instant to hand and in reply we wish to state that we are now Conference Agents therefore we cannot accept as payment for another prepaid the refund of another and as these are two quite different matters which must be handled separately. Will you kindly send us your cheque for 6770
$35.65 for this prepaid #10975 which we received from you today and immediately we receive the money we will advise the same, in the meantime we will communicate with our Company in regard to the refund of the other prepaid and as soon as we receive the confirmation we will advise the same to you.

Yours very truly,

Petitioner's Exhibit 676.

Aug. 28th, 1908. 6771

File #377.

Messrs. The East-Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We are sending you herewith the Trans Atlantic Passenger Conference report #389 showing changes in rates, wherein you will find the rate set for our Line.

Yours very truly,

Copy to St. Petersburg.

6772 **Petitioner's Exhibit 677.**

Aug. 26th, 1908.
File #378.

Mr. Victor P. Hladick,
#59 Morris Street,
Jersey City, N. J.

Dear Sir:

Your letter of the 27th instant to hand and in reply beg to state that all tickets sold by you at the old rate on and prior to Aug. 26th only will be accepted, and any other tickets which you may sell will have to
6773 sold at the new rate. We are in the Conference now, and any breach of the rules will cause your disqualification, and you will henceforth be unable to sell even our tickets. Trusting that you have advised ere this any tickets which you have sold at the old rate, and that you will adhere strictly to the new rate, we remain

Yours very truly,

6774

Petitioner's Exhibit 678. 6775

August 30th, 1908.
File ♯393.

Mr. Lawson Sandford,
Sec'y Continental Conference,
♯19 Broadway, City.

Dear Sir:

We are in receipt of the following cablegram from our Company:

"COPENHAGEN
MAXOLAF NY"

6776

"APPLY FOR ADMISSION ACTING RUS-SASIATIC"

ORIENT."

As General Passenger Agents of the Russian East Asiatic S. S. Co., Ltd. (Russian-American Line) we hereby apply for membership in the Continental Conference, and are prepared to subscribe to all the existing rules and regulations.

Yours very truly,

6777

6778 **Petitioner's Exhibit 679.**

Aug. 31st, 1908.

File #404.

Messrs the East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We cabled you this morning: "HAVE APPLIED FOR ADMISSION WILL BE ACCEPTED THIS EVENING." The Secretary of the Conference has just notified us that before admitting us it was decided by the Conference Lines to Cable to Peters as fol-
6779 lows: "EASTASIATIC APPLY FOR ADMISSION IS THIS CONTEMPLATED AND ON WHAT TERMS" so that you will be posted in case you wish to cable Peters. We have applied as per your instructions and as we do not anticipate any hitch, there is just a little pull-back from some of the lines thinking that they should be notified direct by Peters which he evidently has not done.

We will cable you result tomorrow.

Yours very truly,

6780

Petitioner's Exhibit 680.

6781

Aug. 31st, 1908.

File #405.

Dear Mr. Johnson:

We have cabled you today that our line joined the Conference. I suppose by this time you are aware of it. We received a cable from the Company and wrote you to Copenhagen to that effect but joining the Conference it means that the Company has joined the pool and we will get our percentage—what the percentage is I do not know. We will select the best agents to get the best share of the business and if 6782
we can we will keep up to our percentage; if we get ahead of our percentage our rates will advance and if we drop behind they will reduce. We have telegraphed to Chicago to stop booking prepaids and also sent circular out to New York Agents to stop booking prepaids. Reduced Commission to sub-agents to $2.00 and to General Agents to $3.00. We think it important for you however to get to Copenhagen and renew our arrangements. Things will run very smoothly. Expect the "ESTONIA" out with about 600 or 700 steerage. The Russian Consul here is working very friendly with us. In order that the Company should get the benefit of the pool arrangement we stopped the Agents from stocking up pre- 6783
paids and took every prepaid blank away from them in the city of New York, who we thought most apt to take advantage of any advance that took place. We done this so that the Company would get the benefit of any advance as stated before. Several of the agents of whom we were in doubt about expressed a willingness to become conference agents and paid up at once so instead of being stock by any particular agents we will come out without any trouble or loss which was the most important thing as several of these

6784 *Petitioner's Exhibit 681*

Agents thought they would be dropped after they had sold the tickets and we would possibly be stock or fight the bond company for the money.

While writing you we have just received word from Sandford that there was some objection to our joining Conference by two of the lines and it was decided that they should cable Peters as follows: "EASTASIATIC APPLY FOR ADMISSION IS THIS CONTEMPLATED AND ON WHAT TERMS. JOHNSON" and I have repeated the Cable to Copenhagen so that they would be posted and pull the strings on Peters if necessary. With kindest regard to Mrs. Johnson, I

6785 am

Yours very truly,

Petitioner's Exhibit 681.

Sept. 1st, 1908.

File #408.

Messrs. the East Asiatic S. S. Co.,
Copenhagen, Denmark.

6786 Gentlemen:

Referring to the cable we sent you today reading:

"CABLE RECEIVED ADMIT EASTASIATIC"

Mr. Sandford, Secretary of the Continental Conference has received a cable reading that the Eastasiatic should be admitted on regular terms agreement has been reached which terminates 1911. Circular is now in print and will be mailed tomorrow to all Conference Agents. As we have a list of all conference Agents in the U. S. they will be working for us today so that we will have the same support as the Conference Lines have.

Yours very truly,

Petitioner's Exhibit 682. 6787

Sept. 2nd, 1908.

File #425.

Messrs. A. E. Johnson & Co.,
126 E. Kinzie Street,
Chicago, Ill.

Gentlemen:

We wired you today under the rules as we understand them that Chicago would have a certain amount of Conference Agents that each line is allowed to hold. You are permitted to select your best Agents and then select the best agents from the Conference so 6788
long as you do not exceed the allotted number of agents that you are entitled to. I am sending you also a supply of 500 Conference notices (if these are not enough let me know and I will send you more) by express. You can mail these to the Conference Agents who will do you the most good in your territory and when they receive it they will apply to you for the tickets. We are having some new tickets printed including your address, leaving the Rotterdam-New York service and making them read Direct service New York, Rotterdam and Libau.

Hoping you will understand the situation and act accordingly, we remain 6789

Yours very truly,

6790 **Petitioner's Exhibit 683.**

Sept. 3rd, 1908.

File #440.

Messrs. the Russian East Asiatic S. S. Co.,
Libau, Russia.

Gentlemen:

Your letter of 9/22 August to hand regarding Captains seriously complaining about false information given to passengers about the speed of our steamers which creates a great deal of dissatisfaction
6791 amongst passengers who are otherwise satisfied with the passage on our steamers.

Now that we are in the Conference (enclosed please find copy of circular issued announcing our admittance) we will have a different class of Agents who will not attempt to lie and who will adhere strictly to the truth. Heretofore we have been laboring here with very hard material but it was the best we could get under the circumstances. Now that this is all over we hope to get better satisfaction all around and there will be no lies told by these good agents to secure the business.

Yours very truly,

6792

Petitioner's Exhibit 684.

6793

Sept. 3rd, 1908.

File #443.

Messrs. the East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

We are sending you herewith copies of communications received from the Secretary of the Continental Conference advising us of our admittance to the same. This for your information.

Yours very truly,

6794

Copy to St. Petersburg.

Petitioner's Exhibit 685.

Sept. 3rd, 1908.

File #454.

Mr. Lawson Sandford,
Secy. Continental Conference,
19 Broadway, N. Y. City.

Dear Sir: 6795

The names and the addresses of the different Agents which have been accepted are as follows:

Nicholas J. Borisoff, 219 East 23rd Street, N. Y. City.
F. Ulrich, 1261 Park Ave., N. Y. City.
Eisenberg & Mindel, 186 Rivington Street, City.
I. Herz, 2 Carlisle Street, City.

Yours very truly,

6796 **Petitioner's Exhibit 686.**

Sept. 3rd, 1908.

File #455.

Mr. Lawson Sandford, Sec'y,
The Continental Conference,
#19 Broadway, N. Y. City.

Dear Sir:

Please note the name of the Agent in Newark which we submit to you to add to the Newark list is A. Paszek, No. 30 South Orange Street, Newark, N. J. He will notified to deposit with you a cheque for
6797 $250.00.

Yours very truly,

6798

Petitioner's Exhibit 687.

6799

Septr. 4th, 1908.

File #480.

Messrs. the East Asiatic S. S. Co.,
Copenhagen, Denmark.

Gentlemen:

Your cable reading as follows:

"PREPAID PERIPLUM ORILLARON OBCE-CARSR CONFERENCE TALGFETT" which we interpret means:

"Prepaid we propose $35.00 if there is no objection. 6800
Telegraph what you have done."

We have made our prepaid rate from Libau to New York $35.00 including Headtax which is the same proportion as sold by other lines. For instance the Anchor Line is $30.00 plus $4.00 Headtax from Libau—the Cunard Line $32.50 plus $4.00 Headtax, which is $36.50 for such steamers as the Mauretania and the Lusitania. All Lines agree with that rate which is satisfactory to them. The different lines are now writing to their home offices as the competition has been withdrawn suggesting for all lines an advance in the Libau rate. Copies of the letters sent out by the Secretary of the Conference will be sent to 6801
us by him. We will then have to advance our second cabin rates prepaid from Libau to New York about $2.50 per head and particularly for the steamer "Russia" only after we have again advanced our prepaid steerage rates.

We note that you do not say anything about prepaid rate from Rotterdam to New York and await your further instructions to this effect, and have cabled you so.

For your information yesterday afternoon at 4 o'clock was our first meeting in the official capacity as

6802 *Petitioner's Exhibit 688*

members of the Conference and we have been requested to select such Agents as we see fit for the City of New York under the City rules, and so far have selected four Agents in New York of our own which we consider the best Agents for Russian business, if they can live up to the rules and regulations of the Conference they will be admitted as they have been accepted. The Conference lines Agents immediately called on us and we are taking them one by one discussing what business they can do for us, and as they are very anxious particularly

6803

Petitioner's Exhibit 688.

Sept. 9th, 1908.

File $526.

Mr. F. Ulrich,
1261 Park Ave.,
N. Y. City.

Dear Sir:

We have just received a letter from the Secretary
6804 of the Conference stating that you have not yet deposited your $250.00 and in case you wish to retain the Agency it will be necessary for you to deposit this amount of money with Mr. Lawson Sandford so that you can qualify as a Conference Agent.

Give this matter your immediate attention, and oblige

Yours very truly.

Petitioner's Exhibit 689.

6805

Sept. 10/08.

File #562.

Dear Mr. Lundberg:

Enclosed please find letter from Lawson Sandford, and kindly arrange to communicate with the Chicago Committee of Continental Conference and get acquainted with the rules and regulations regarding deposit, etc., plan which apply to the Chicago territory, as suggested in the enclosed.

Yours very truly,

6806

Petitioner's Exhibit 690.

Sept. 10th, 1908.

File #566.

Dear Mr. Lundberg:

Enclosed please find the letter from that good agent in Omaha, nevertheless do not change from the ruling pay only $2.00 commission as your general Agent's commission is only $1.00 more both on Outward and prepaid business, and for your information now that 6807
our Company is in the pool it really makes no difference to them and our compensation will naturally be reduced. You will find in time that it will work itself as we are the only direct line from Libau to New York and from New York to Libau via Rotterdam.

Yours very truly,

6808 **Petitioner's Exhibit 691.**

Sept. 10/08.

File #573.

Dear Mr. Johnson:

Emil Lederer came in and saw me last night and gave me the tip that the lines have had a little understanding amongst themselves that now that A. E. Johnson & Co., are members on the Conference Lines that it is an unwritten law, same as laid down to Mr. Conti that no General Passenger Agent can represent any other line in New York as subagent, and he ad-
6809 vised me rather than have the lines write us to return tickets for me to deliver them back and I called upon Mr. Farley, Mr. Walker of the Cunard Line and Mr. Reilly and they all hinted the same thing to me, and I have therefore today arranged to deliver to all lines their tickets thanking them for past favors and courtesies. This you understand we have to give up now and I thought I would let you know this for your information when you go to Copenhagen in case any particular argument that might come up.

With kindest regard to Mrs. Johnson, I am,

Yours sincerely,

6810

Petitioner's Exhibit 692.

6811

Libau 18/31 March 1908.-

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Your favor of the 14 inst, concerning the pamphlet entitled "Trachoma" to hand, and we beg to thank you for having sent us three copies of same.

We also beg to thank you for the Conference-report Nr. 756, which we received yesterday and should feel obliged, if you would send us Nr. 753, 54 and 55 as we have not received these numbers.

6812

Thanking you in anticipation we remain, Dear Sirs,

Yours faithfully,

THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Libau Branch.

Signature undecipherable.

Petitioner's Exhibit 693.

June 30th, 1909.

Messrs. The East Asiatic S. S. Co.,
Copenhagen, Denmark.

6813

Libau & St. Petersburg.

Gentlemen:

(About 20 Lines Undecipherable.)

However you can see from the (undecipherable) here we have been able to create a demand for tickets on the steamer "RUSSIA" and as it is not early to reply to you what success we have had we hope to do fairly well under the circumstances.

Yours very truly,

6814 **Petitioner's Exhibit 694.**

U/O

Libau 4/17th June 1908.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

American Inland Tariffs:

Being in possession of "Joint Tariff No. 13" with "Supplement No. 4" only we are obliged to charge all inland fares in accordance with same. However we are aware, that F. inst. the Cunard Line have issued
6815 a combined tariff containing also rates per steamer, which for several places came out much cheaper than per railway. We take it that you have already posted to our address two complete sets of all tariffs, which are of interest to us, and if you have not done so already, we should thank you to give us a full explanation about which tariffs we have to follow during winter and summer for the various destinations. F. inst. we have just received an application from the Mallory Steamship Company. Please let us know by return of mail, whether we may avail ourselves of their rates.

Rate: We beg to draw your attention to the fact, that the difference between Rotterdam and Libau is
6816 $7—for eastbounders whereas for prepaids $2.50 only. Is this not due to some mistake?

Yours faithfully,
THE RUSSIAN EAST-ASIATIC STEAMSHIP CO., LTD.
Libau Branch.
(Signature undecipherable.)

Petitioner's Exhibit 695.

6817

June 29th, 1908.

Messrs., the Russian East Asiatic S. S. Co.,
Libau, Russia.

Gentlemen:

Please note that in accordance with your letter of the 17th instant we have sent you Mallory Line Steamship Company's latest rates and will again send them to you as you may use them in connection with tickets from New York to destination.

Regarding the other part of your letter we have sent you all tariffs and will send you a new supply again so as to keep you thoroughly posted. 6818

Regarding your letter of June 17th we beg to call your attention to the difference between the rate of $2.50 between Libau and New York and Rotterdam and New York. We have to take the rates according to the way the German Lines do, for instance, the Hamburg Line quoted a rate of $27.50 to Hamburg, plus $4.00 Head tax, we therefore made our rate $27.50 to Libau. The Hamburg Line charged two dollars more for Russians. Of course, it is our intention to attempt to raise all prepaid rates now from Russia, not from Rotterdam. We were afraid to raise prepaid rates at Libau on account of the Volunteer whose Agents claim that if the difference was too great between Rotterdam and Libau prepaid Russians would buy their tickets from Rotterdam to New York instead of Libau to New York, and of course this claim is correct. We will readjust matters as soon as we can raise the rates, as we are now attempting to raise the rates from this side to see if the other lines will follow. 6819

Yours very truly,

6820 **Petitioner's Exhibit 696.**

RUYS & CO.

Rotterdam, July 8th, 1907.

Messrs. A. E. Johnson & Co.,
I. Broadway,
New York.

Dear Sirs:

Prepaids Nr. 4412/4413. Replying to your favor of the 27th ult. we beg to say that both passengers reside in Russia, Government Wilna, and thus had to be advised and no doubt will have been advised by
6821 Messrs. Knie, Falk & Co., Libau, as it was arranged at the time that these gentlemen should take care of all passengers coming from Russia. We have written to Messrs. Knie, Falk & Co., on the subject. We may tell you that Insterburg is not situated in Austria but in Prussia and is even a control station, so that passengers for our company could never travel via or from Insterburg. This explains why the people have been rejected there.

Yours faithfully,
(Singature undecipherable.)

(Notation in pencil.)
Max A. E. J. Attended to
6822 R. M.

Petitioner's Exhibit 697.

6823

Rotterdam, March 14th, 1908.

Code 5th Edition A. B. C.

Messrs. A. E. Johnson & Co.,
27 Broadway,
New York.

In answer to your favor of the 3rd inst. regarding ppd. 331/2991 we have given to this passenger proper instructions, but as she lives in the neighborhood of the so-called control station, she did not care to go via Vienna-Basel, which would mean an expense to a far bigger extent. However we have instructed her again explaining the consequences if she did not follow our advise. 6824

Yours truly,

THE ATLANTIC EXPRESS.

Petitioner's Exhibit 698.

Rotterdam, 24th April, 1908.

Messrs. A. E. Johnson & Co.,
27 Broadway,
New York.

Dear Sirs:

6825

In reply to your favor of the 14th inst. regarding ppd. 346/13012, Antony Siemieski, we beg to inform you that his claims, as you presume, are wrong. Very probably he has been prevented in the control station Illowo and there people told him to pay $42 for another ticket.

We shall write now again to this passenger and instruct him to voyage not through Germany, but through Austria to Vienna to come forward from this place to Rotterdam without further trouble.

Yours truly,

pr. pa. KARLSBERG, SPIRO & CO.

Julius Koffler,
N. Y. City.

6826 **Petitioner's Exhibit 699.**

May 28th, 1908.

Messrs. Ruys & Company,
Rotterdam, Holland.

Gentlemen:

Prepaid 11741, reference 369, report 47 dated April 7th. The purchaser of this ticket asks to have the same cancelled, because the passenger booked on the same was stopped by the authorities and he was told that he could not proceed on account of passage being via a known conference line, therefore the Agent asks
6827 to have the full amount refunded as he otherwise will have to stand the cancellation out of his own money, purchaser claiming that the Company only is to blame. Kindly advise what you can do in this matter, thanking you in advance for your prompt attention, we remain

Yours very truly,

6828

Petitioner's Exhibit 700.

6829

Dec. 19, 1910.

Messrs. The Russian American Line,
Libau, Russia.

Gentlemen:

Referring to the circular sent you from the Secretary's Office, Serial No. 56, dated Dec. 16th: At a meeting we have decided to send the following cable to Secretary Peters:

"Referring Conference Cables second and eighth July nineteen nine inform all Transatlantic Lines Ellis Island vigorously enforcing existing money requirements and that Commissioner considers a payment after arrival and detention made by relatives or friends is assistance justifying deportation in many Cases."

6830

This has been brought out on account of Commissioner Williams being stricter at Ellis Island than heretofore, and it was therefore considered best to inform the home offices so that there would be less deportations on account of money questions.

The Jewish Society through Judge Sanders also sent cables to Hamburg, Bremen, Rotterdam and Libau, informing the societies that passengers coming on should be in possession of $25.00.

Our object in calling the Company's attention to this is to show you the methods the other lines are using, and to use the same method for the time being.

6831

We also enclose you herewith a circular sent out by the Cunard Line, and we will also send out a similar circular to our agents, reading:

"The Commissioner of Immigration at Ellis Island calls attention to the fact that Immigrants who are not in possession of sufficient funds even though they hold railroad order to their destination and / or are

6832 *Petitioner's Exhibit 700*

otherwise admissible, may not be allowed to land and proceed to their destination until they receive a sufficient amount of money which will enable them to reach their destination and maintain themselves until they can obtain employment. It is therefore imperative that purchasers of prepaid tickets provide passengers with sufficient funds to be in possession upon arrival here, of at least $25.00 for an adult and a larger amount for a family as circumstances may require.

You will undoubtedly appreciate that strict compliance with these requirements will be of benefit to
6833 yourself as well as to the passenger and purchaser of a prepaid ticket, inasmuch as it "will prevent unnecessary delay and hardship to the passenger, and incidental expense and complaint on the part of the purchaser." This is for your information.

Yours very truly,

Copy to Copenhagen.

6834

Petitioner's Exhibit 701.

6835

P.
Registree.

Libau, 1/14 Septbr., 1910.

Confidential.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

"Lituania" 18. It happened this time that the steamer got a few passengers more than the 946 adults allowed by the last certificate dated June the 24th, in consequence of which we instructed the purser to write down the ages of a few children between 8 and 12 years to below 8 years. After this the correct numbers should be: 6836

	Steeragers:	Cabins:
Adults (12 years & up)	763	59
8 to 12 years	89	8
1 to 8 years	179	16
up to 1 year	17	3
	1048 souls or 942 adults.	86 souls

and we ask you to kindly convince yourselves, that all manifests, passenger lists etc. are in conformity with these figures before they are handed over to the Officials, so as to avoid fine. 6837

So far we received no information from you about the limit of Cabin Passengers, but the above named 86 souls = — 75 adults will hardly exceed the allowed maximum.

Yours faithfully,

THE RUSSIAN AMERICA LINE
Russian East-Asiatic
Steamship Co. Ltd.
(Signature undecipherable.)

Sep 23 1910
Mr. Straus
R.

6838 **Petitioner's Exhibit 702.**

7 Libau, 15/28 Oktober 1910.

Messrs. A. E. Johnson & Co.,
New York.

Dear Sirs:

Sailings from New York, 1910. Your favor of the 16th ult. came duly to hand, and we carefully noted contents of same.

We fully understand the importance of keeping clear of the sailings of the Uranium S. S. Co., but on the other hand, when fixing our sailing list there
6839 are so many regards to take that it is impossible to adhere to them all without losing much time.

We are glad to note that the sailing date of the "Kursk" from yours (19/11) is alright, and we hope you will succeed in booking a fair number of eastbound passengers for her, especially cabin, the more so as we feel sure the accommodations in this steamer will highly satisfy any traveller.

From the attached list you will observe, that "Lituania" 19 will be the following sailing, and as this steamer is running fast, she may arrive at yours in ample time for being despatched on Thursday the 8th of December instead of Saturday the 10th, and
6840 we are now trying to get her appointed fighting ship against the "Uranium," about which we shall wire you later on. The following 2 boats (Russia 15 and Kursk 2) you had better advise direct for Libau, the more so as they will most probably get full cargoes of agriculturals for the Baltic.

As for the "Birma" 10 (21/1) we await your information about the sailing list of the Uranium Co. for 1911, when we shall see what can be done.

Asking you to kindly inform Messrs. Benham & Boyesen about the above named we remain, Dear Sirs,

Yours faithfully,

РУССКО-АМЕРИКАНСКАЯ
РУССКАГО ВОСТОЧНО АЗІАТСКАГО
Пароходства.

Petitioner's Exhibit 703 for Identification.

6841

Book marked "Letters received A-Z," Conference No. 2, containing circular letters, etc., received from the Conference by A. E. Johnson & Co. and relating to other Conference matters.

Petitioner's Exhibit 704.

30 James Street,
LIVERPOOL,
January 9th 1900.

6842

Dear Mr. Ballin,

I am sailing to-morrow per "Oceanic" for the round-trip, and although there seems no necessity to come to an Agreement on Saloon rates this Season, as all Lines appear to be booking well at good rates, I have had a talk with our people on the matter, and enclose for your PRIVATE INFORMATION, memo of what we think would be a fair classification and rating for the respective Steamers, and shall be glad to hear how far it coincides with your own views. If there is anything in it which you think is not equitable, I shall be glad if you will point it out.

6843

While as above indicated, I send you our views privately, and do not, therefore, wish them put forward as a proposition from us, there is no objection to your laying the matter before the other Continental Lines, if you consider it desirable in order to ascertain if acceptable to them.

Wishing you a happy and prosperous New Year, Believe me

Yours sincerely,
(Sgd.) BRUCE ISMAY.

6844

Petitioner's Exhibit 705.

MINUTES OF MEETING

held at

SAVOY HOTEL, LONDON,

May 25th 1908

Present:

HAPAG .....
Herr Generaldirector Ballin
" Director Storm
6845 " Dr. Murken
" Huldermann
" Neuman
" Bosse
N. A. S. M. .....
" Director O. v. Reuchlin
" Director J. G. v. Reuchlin
LLOYD .....
" Generaldirector Dr. Wiegand
" Director Heineken
" v. Plettenberg
" Seyde
STAR .....
" Director Strasser
6846 TRANSAT .....
" Director Tattet
" Sagot
AUSTRO .....
" O. Cosulich
ALLAN LINE .....
Mr. Henry Allan
" Thompson
ANCHOR LINE .....
" Aitchison

Petitioner's Exhibit 705

6847

CAN. PAC. RY. .....
" Allan Cameron
" Dring
CUNARD .....
" A. D. Mearns
" Lister
I. M. M. Co. .....
Mr. J. Bruce Ismay
" Harold A. Sanderson
" A. B. Cauty
" Curry
Secretary of the N. A. P. C. .....
" Smyth

6848

Dr. Wiegand in the chair.

1. The following scheme was approved to meet the competition of the Volunteer Fleet, Russian East Asiatic Company, and New York Continental Line in the Eastbound business. Secretary Peters to notify the New York Conference.

(a) When an Atlantic Conference Line with the consent of the other A. C. Lines puts a steamer on the berth in opposition to an outside Eastbound steamer at the same or a lower rate than such outsider then the A. C. Lines (including the Line of the opposing steamer) will compensate such Line for the passengers forwarded at the reduced rate the difference per adult between the regular rate in operation for the steamer at the time when she was proposed and agreed upon for the opposition but not exceeding $30—and the reduced rate at which the passengers were carried. Maximum compensation to be $12.

6849

(b) Opposition steamers to be put on the berth against the steamers of the Russian Volunteer Fleet, the Russian East Asiatic Steamship Company, and the

6850 *Petitioner's Exhibit 705*

New York and Continental Line for Eastbound business. Further extension of this measure is subject to a unanimous decision of the A. C. Lines.

(c) The opposition steamer is appointed by Vote by majority of the members of the New York Conferences (North Atlantic Conference and Continental Conference) Canpac Ry. to be considered to enable them to vote. The chairman shall have a casting vote in the event of the votes being divided equally. In their decision the members shall be guided by considering which steamer is best suitable for being most
6851 efficiently opposed with regard to date of sailing preference by steeragers, capacity etc. These terms being nearly equal the steamers sailing direct for the Continent of such party that is short or most short shall be appointed. If a British Line steamer is selected it must be subject to the consent of the Line concerned. The New York Conferences to be at liberty to appoint a small committee to carry out this clause.

(d) If for such an opposition steamer more passengers are booked than she can carry then the A. C. Line which carries the excess is entitled to a compensation per adult to the amount of the difference be-
6852 tween the rate which the passengers have paid and the regular rate of the carrying steamer at the time when the opposition steamer was appointed, except if in the meantime her rate has been reduced, subject to the limitations provided for in clause a.

(e) The Compagnie Generale Transatlantique and the Austro Americanc participate in the compensation in the proportion of their share to be fixed by a special agreement between them and the N. D. L. V. Lines. These Agreements to be tabled.

6853

(f) The amounts of compensation to be paid by the Atlantic Conference Lines in the proportion of their Eastbound percentages which will be adjusted in accordance with clause e.

(g) Any Line may withdraw from this Agreement at any time by giving 30 days' notice.

2. The question of compensation to the White Star Line for the passengers overbooked for the Pretoria April 14th and transferred to the Baltic and to the Holland America Line for the passengers also overbooked for the Pretoria and Barbarossa and transferred to the Potsdam and Noordam to be referred to 6854
Mr. Ismay for decision.

3. The question of the payment of commission by the C. P. Ry. to the New York Continental Line on inland business to be taken up by a small committee with the C. P. Ry. representative.

4. The following cable was dispatched by unanimous consent from Secretary Peters to Secretary Sanford with the view to the New York Conference taking prompt action to discipline all agents in the States transgressing conference rules. Viz: "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions it is highly 6855
essential that the Conference Regulations should be strictly enforced against Agents and request New York Conference act accordingly and in cases of doubt refer same to arbitration." The further consideration of the competition by the Italian Lines for Eastbound Continental Business to be deferred until Mr. Ballin has seen Mr. Crespi in Hamburg early next month.

5. The British Lines form of Promissory note accepted for all Lines, except "Hinrich Peters" to appear instead of the words "the Secretary of the Gen-

6856 *Petitioner's Exhibit 705*

eral Pool." The promissory notes to be deposited by all Lines with the Secretary not later than June 15th next.

6. Agreed that the Allan Line under Appendix A to Agreement Z are entitled to carry not exceeding 100 Hirsch passengers for each sailing, to whom the special compensation rate applies. The average number per sailing is not to be considered.

7. Agreed that the Cunard Line are to participate with the other Pool Lines in the compensation pay-
6857 ments as between the Canadian Lines and Atlantic Conference Lines under Agreement Z.

8. All steerage passengers whether booked at regular or reduced rates have to be pooled under the Agreement AA. except those exempted under clauses 3 and 11 of the bye-laws to that Agreement.

9. Clause 11 Agreement W to be amended to permit a minimum commission of $6 per adult to be paid to Agents in America on second class round trip bookings. The other amendments to the Agreements as suggested are approved failing advice to the contrary being received by the Secretary from any Line prior to 15th June.

6858 10. Noted the Austro Americana join Agreement H.2, but the Allan Line do not.

11. The N. D. L. V. Lines to consider what steps they can take to break the Westbound Libau Rate in competition with the Russian Lines. If they do not find this practicable the question of the reduction by the British Lines with compensation to be considered.

12. The difficulties still experienced by passengers for the British Lines in passing the control stations was referred to. Mr. Ballin stated this matter has been taken up with the German Government, and that

Petitioner's Exhibit 705

6859

he has received a letter from the authorities that the question is under consideration, and added that the British Lines may expect a settlement to be arrived at very shortly.

13. Telegrams from Secretary Peters for the British Conference Lines to be sent in future to Secretary Smyth who will communicate same to the British Lines.

14. The C. G. T. agree to withdraw their agency from the New York Up-town office of the Sleeping Car Company provided all the Lines agree not to open Up-Town offices, or appoint Up-town agents within 3 years from 1st March last. All Lines agreed to this proposal, except the Cunard Company who will communicate their decision as early as possible to the Secretary.

6860

15. The proposal to amend Agreement V by omitting the words "or reductions" on the 6th line clause 11 to be considered at next Meeting.

Norddeutscher Lloyd	signed	Weigand
Hamburg Amerika Linie	"	Ad. Storm
I. M. M. Co.	"	Harold A. Sanderson
Red Star Line	"	Ed. Strasser
Holland Amerika Linie	"	Reuchlin
Cunard Line	"	A. D. Mearns
Anchor Line	"	John Aitchison
Allan Line	"	Henry Allan
Can. Pac. Ry.	"	Allan Cameron
Austro Americana	"	O. Cosulich
Cie. Gle. Transatlantique	"	Ch. Tattot

6861

6862 **Petitioner's Exhibit 706.**

White Star Line,
Passenger Department,
LIVERPOOL,
25th April 1908.

Per S/S "Lusitania"

Passenger Department,
White Star Line,
9 Broadway,
NEW YORK.

Dear Sirs,

6863 Eastbound Pool Percentages

For your information, we attach herewith copies of letters addressed by Mr. Ismay and Mr. Sanderson to Secretary Peters, Jena, with respect to the percentages named for the I. M. M. Co. Lines.

Yours faithfully,
For ISMAY, IMRIE & CO.,
(Intd.) A. B. C.

Copy.

6864 April 22nd 1908.

Dear Sir,

Atlantic Conference Eastbound Pool Percentages

Referring to my letter of April 2nd naming a division of the I. M. M. Co.'s Pool allotment among the associated Lines, I have now to give you the following amended division of the Eastbound percentage which has been reduced as the result of the arbitration to 25.71 in all, viz:

Petitioner's Exhibit 706 6865

American, Southampton,	6.74%
Liverpool,	1.98%
Dominion Line	1.50%
White Star Line (New York & Boston)	15.49%
	25.71%

This allotment is made with the same reservation as to possible alterations in the future, as indicated in my previous letter.

I understand that in future Pool statements you will show all the I. M. M. Co. Lines as well as the N. D. L. V. Lines separately, and the disposal of this question regarding the Eastbound percentages, will, I hope, enable you to complete the Pool statements for the first month without further delay. 6866

Yours faithfully,

(Sgd.) J. BRUCE ISMAY.

Secretary Peters,
Nordatlantischer Dampfer-Linien Verband,
JENA.

April 22nd 1908. 6867

Dear Sir,

Eastbound Pool Percentage Arbitration

Referring to Mr. Wilding's award of the 20th inst., in this matter, a copy of which has been mailed to you, I have had the percentages worked out in accordance therewith and agree with those submitted by the N. D. L. V. Lines as follows:

6868 *Petitioner's Exhibit 706*

Allan Line	4.95%	
Anchor Line	3.93%	
I. M. M. Co.	25.71%	(exclusive of Red Star)
N. D. L. V.	45.80%	(including Red Star)
C. P. Ry.	4.49%	
Cunard Co.	15.12%	
	100.00%	

In Mr. Wilding's letter covering the award he gives the percentage for all the Lines, but he has calculated
6869 them on the assumption that the other British Lines will make an additional contribution beyond what they have already agreed upon towards the extra percentage to the Allan Line and C. P. R. Such an arrangement can not be suggested, so the above figures remain correct.

I shall be glad to have your acknowledgment and confirmation.

Yours faithfully,
(Sgd.) HAROLD A. SANDERSON.

Secretary Peters,
Nordatlantischer Dampfer-Linien Verband.
JENA.

6870

Petitioner's Exhibit 707.

6871

White Star Line,

1st Class Passenger Department,

LIVERPOOL.

Dec. 9th 1908.

White Star Line,
New York.

Dear Sirs,

Atlantic Conference—Cologne Meeting
3rd December

6872

We enclose herewith copy of Minutes of above Meeting from which you will note the various points dealt with, and we would draw your special attention to the following:

Minute 4. You will observe that it has been decided that Second Class passengers transferred through "force majeure" from one steamer to another higher rated steamer are not to be pooled.

Minute 9. 1st Class rates. Intermediate season. You will be pleased to see it has been agreed by the Lines that until further notice an intermediate schedule of First Class rates is to be published for each steamer, being the mean between the Summer and Winter schedules for the respective steamers, for the following periods—

6873

Westbound. 1st April-31st July and 16th Oct.-31st October.

Eastbound. 1st April-30th April and 16th July-15th August. It was impossible to get the Lines to agree to extend the intermediate season schedule beyond the 15th August Eastbound.

This does not apply to the Mediterranean Service nor to the Canadian Lines (or Anchor Line) who

6874 *Petitioner's Exhibit 707*

will continue their present practice in this matter, and it is of course understood that no Line is bound to maintain the schedule except as regards the minimum rates. We are revising our rate schedules accordingly, and will send you copy next mail.

The inclusion of the intermediate schedule should result in a marked increase in the earnings for the different steamers.

Minute 10 records that

> "It was agreed that the West and Eastbound "pools cannot be balanced against each other."

6875 In this connection we would refer you to Minute 41 of the printed minutes of the Meeting at Paris August 7th recording that

> "The White Star Line were requested by "some of the Lines to withdraw their recent "advance in eastbound rates made with the "view to balance their position in the west-"bound and eastbound Pools taken as a whole "as they are in the minus for eastbound busi-"ness."

On account of a difference of opinion as to the principle of balancing the west and eastbound carry-
6876 ings against one another it was then decided, if necessary, to refer the matter to arbitration.

Minute 14. International Sleeping Car Co's. uptown Office. Under the circumstances referred to in the minute we consider that the White Star Line should also be represented by the International Sleeping Car Co., and we shall be glad to know what you arrange in this respect.

Minute 15. You will note the advance rates to be quoted by the Continental Lines from the 1st Janu-

Petitioner's Exhibit 707 6877

ary, 1909, and we hope to let you know in the course of a few days what our own rates will be.

Yours faithfully,
FOR ISMAY, IMRIE & CO.,
(Intd.) A. B. C.

P. S. We attach copy of cable we propose sending you to-morrow on behalf of the I. M. M. Lines. We may say that the Anchor Line claimed exemption from this Minute on the ground that in the past they have not issued an intermediate schedule.

Proposed Cable to New York Office. 6878

Cologne Meeting all Lines decided advertise intermediate season first class rates mean between Winter Summer schedules Westbound 1st April 31st July 16th October 31st October Eastbound April 16th July to 15th August this does not apply Anchor Line Canadian Lines nor Mediterranean Services.

6879

6880 *Petitioner's Exhibit 707*

NORTH ATLANTIC PASSENGER CONFERENCE,

31 James Street,
Liverpool.

December 5th, 1908.

ATLANTIC CONFERENCE.

Minutes of Meeting Held At Hotel Disch, Cologne,

December 3rd, 1908.

Present:

Allan Line	Mr. Henry Allan
6881 Anchor Line	Mr. Richard Henderson
	Mr. John Aitchison
Canadian Pacific	Mr. Allan Cameron
Cunard Line	Mr. A. D. Mearns
	Mr. S. J. Lister
Hamburg American Line	Mr. Ballin
	Mr. Ad. Storm
	Dr. Murken
	Mr. Neumann
	Mr. Bosse
Holland America Line	Mr. O. V. Reuchlin
	Mr. J. G. V. Reuchlin
	Mr. J. R. Wierdsma
6882 I. M. M. Co.	Mr. Harold A. Sanderson
Norddeutscher Lloyd	Mr. Heineken
	Mr. v. Plettenberg
	Mr. Seyde
Red Star Line	Mr. Strasser
	Mr. Geo. Weingartner
White Star Line	Mr. Sanderson
	Mr. A. B. Cauty

Secretary of the British Lines Mr. Smyth.

Chairman, Mr. Harold A. Sanderson.

Petitioner's Exhibit 707

6883

1. It was decided that a clause must be included in the agreement with the Scandinavian American Line under which the latter will confine themselves to the carriage of Scandinavian and/or Finnish passengers. They are already under agreement with the Hamburg American Line in this respect up to 1st January, 1910.

It was the general feeling that the Donaldson Line should not be party to the Pooling Agreement with the Scandinavian American Line.

The British Lines to defer concluding the final agreement with the Scandinavian American Line until they are advised the agreement with the Russian American Co. is finally ratified.

6884

2. Draft agreement with the Russian American Line approved with Clause 15 giving the equivalent cash and Prepaid rates amended as suggested. Clause 23 regarding the freight agreement with the Holland America Line to be deleted.

3. The question under what circumstances cabin passengers are to be pooled was further considered, and it was agreed by all Lines except the C. P. R. that all passengers paying a rate less than the agreement second cabin rate of the carrying steamer must be accounted for as steerage. This matter to be arbitrated.

The C. P. R. agreed to file a memorandum of the number of railway employees at special rates who have travelled first or second class during 1907. The Allan and Dominion Lines to file a similar statement, when the question as regards employees to be further considered.

6885

4. Second class passengers transferred through "force majeure" from one steamer to another and higher rated steamer are not to be pooled.

6886 *Petitioner's Exhibit 707*

5. The proposals to discontinue the granting of free rail tickets to first class passengers to and from Paris and London was not agreed to.

6. No agreement was found possible as regards the levying of head tax on first and second class passengers.

7. The minimum first and second class rates for the S/S "Cincinnati," "Cleveland," "George Washington," "Berlin" to be left to Mr. Wilding to decide.

8. The Lines agreed not to entertain proposals for
6887 variety shows, etc., on board the steamers.

9. It was agreed by the Lines who have been accustomed in the past to issue an intermediate first class schedule, that until further notice they will publish an intermediate schedule for each steamer being the mean between the Summer and Winter schedules by the respective steamers for the following periods:

Westbound. 1st April-31st July and 16th Oct.-31st October.

Eastbound. 1st April-30th April and 16th July-15th August.

This does not apply to the Mediterranean services nor to the Canadian Lines who will continue their
6888 present practice in this matter. It is, of course, understood that no Line is bound to maintain the schedule except as regards their minimums.

It is further understood that each Line is at liberty to issue revised tariffs if it should find it necessary such tariffs to be circulated two days before issue among the Lines through the medium of the Secretary.

10. It was agreed that the West and Eastbound Pools cannot be balanced against each other.

11. The Allan Line take exception under Agreement A.A. and Agreement Z. to the White Star-Dominion

6889

Canadian service, and the White Star announcements in connection therewith and it was agreed to have the question arbitrated.

The Arbitrator to be first asked if it is a case in which he is competent to give a decision under the terms of the agreements named.

12. The British Lines were advised that the question regarding the control stations was practically settled, and they might expect an official announcement to this effect very shortly.

13. It was agreed that the Pool statements between the Austro-Americana and N. D. L. V. Lines should be circulated among the B. L. 6890

The Cunard Line wished it to be noted that they consider the Austro-Americana should become party to Agreement A.A. and request the N. D. L. V. to give the matter consideration.

14. The question of Up-Town Offices in New York was referred to and the Cunard Line announced their intention to give their agency to the International Sleeping Car Company's Up-Town Office.

The other Lines reserve their right to take any action they may see fit in this respect.

The question of reducing the commission to 2% on first class business done by New York agents was deferred to next meeting. 6391

15. The Continental Lines advised that in view of the proposed U. S. regulation concerning the measurement of emigrant quarters they will quote from first of January 1909, the following steerage rates exclusive of head tax:

6892 *Petitioner's Exhibit 707*

Hamburg American Line	Marks	160
Lloyd Kaiser boats	"	180
" other New York boats	"	160
" Baltimore boats	"	160
" Galveston boats	"	150
Red Star	"	160
Holland America Line	"	160
Cie Gle. Transatlantique fast boats	"	160
" " cargo "	"	150
Austro Americana	"	160

Prepaid rates to be advanced accordingly at once.

6893 16. It was agreed to hold the semi-annual meetings in future on the last Thursday in November and the last Thursday in March at Cologne and London alternately.

6894

Petitioner's Exhibit 708. 6895

WHITE STAR LINE,

Steamship Department,

Liverpool.

December 3rd, 1910.

Mr. W. W. Jefferies,
Passenger Department,
White Star Line,
New York.

Dear Sir:

Mr. Ismay is writing Mr. Franklin fully regarding the Atlantic Conference Meeting in London last month, 6896
which unfortunately broke up without anything being accomplished. We are hopeful that the difficulties that caused this unfortunate result may not prove insurmountable and that the Lines may get together again in time to continue the agreements, which otherwise expire on the 28th February next. The present position is that all the Lines have given notice to retire from all agreements, the Canadian Lines having taken the initiative.

We attach a copy of the Agenda which it was intended to consider if the meeting had been successful in settling the more important questions which arose, and you will notice that Nos. 11 and 12 were put on 6897
by us following your memo. which Mr. Ismay brought back from New York with him. We may say, however, that the question of the 1st class transportation between London and Paris and the landing and embarking ports, was fully discussed at a previous meeting, and no headway could be made as the German Lines were unwilling to give up this facility.

As you will recollect also at a previous meeting the Cunard Co. suggested that an arbitrary rate of £1 to and from Paris and 10/- to and from London should be charged by all the Lines, but this proposal did not go through.

6898 *Petitioner's Exhibit 708*

How the Lines would view your suggestion regarding Agents' commission in New York we do not know, but the proposal seems to us a good one, and we shall take the first opportunity of bringing it up for consideration.

As regards the other points mentioned in your memo. we would comment as follows:

Agreement H2. We concur that this agreement has lost its usefulness, but we do not as a matter of principle want to suggest ourselves to cancel it. If any Line suggests cancellation we shall agree.

6899 *Free Fares between New York, Boston and Philadelphia.* The Cunard Line, with whom we have discussed this proposal some little time ago, were quite definite in their intention to contiuue this privilege, and we do not think any good purpose would be served by bringing the question up again now.

Following the meetings in London the Mediterranean Conference held a meeting in Paris, on November 28th, the Minutes of which are attached for your information.

The memo, prepared by the Sub-committee, containing a scheme for adjustment measures to be taken among the Lines, was not adopted owing to the very divergent views, some of the Companies refusing to ac-

6900 cept any proposal that *obliged* Lines in the plus to take action. The memo. prepared by the Sub-committee is to come up again at the Conference Meeting on the 24th April next should the agreements then be renewed.

We would draw your special attention to Minute No. 65 as to which we will write you again.

Yours faithfully,
For ISMAY, IMRIE & CO.,
(Intd.) A. B. C.

Petitioner's Exhibit 708

6901

ATLANTIC CONFERENCE.

AGENDA.

For the Meeting at the Savoy Hotel, London, on Novr. 24th, 1910, at 10 A. M.

1. Revisal of By-laws (Red Star Line) (G. 862.845).

2. Cunard Line's deported Hungarians via Fiume. (Hapag) (G.965.981).

3. Dominion Line's notice of withdrawal from Agreement AA Westbound. (G. 1000 Mr. Ismay).

6902

4. Cunard Line's circular on minimal cabin rates. (Hapag.)

5. Advance in second class rates. (G.985.996.1002. White Star Line.)

6. Thomson Line. (B. L.)

7. Withdrawal of Russian America Line from Agreement BB. (Cunard.)

8. Appointment of a Sub-Committee for the revisal of the Agreements. (Cunard L.)

9. Reinstatement of Mr. Schyns. (B. L.)

JENA. November 19th, 1910.

6903

SUPPLEMENT

to the Agenda of London Meeting, November 24th, 1910.

10. Lloyd's Eastbound rates. (Hapag) (G.1060.)

11. First class transportation between landing port and London and Paris. (White Star.)

12. Agents commission in New York. (White Star.)

JENA. 21st November, 1910.

6904 *Petitioner's Exhibit 708*

COMM. A. CRESPI IN THE CHAIR.

57. A small committee consisting of Messrs. Brunelli, Cauty, Fabre, Nicholl and Mr. Seyde was appointed to study the question of pool adjustment and to suggest proper measures for same. This committee is also to take up the question of fines for infringements of the Agreement and the proposed alterations to Article 11.

58. The Italian Lines agree to give to the Group two Lines through their secretary month by month
6905 their respective positions under the main agreement.

59. The Fabre Line agree to advance as a trial their second class rates by the Sant'Anna to 325 Lire after the next voyage. The Conference reserves its rights to protect its position against the Fabre Line should it not maintain the rate of 325 Lire.

60. The White Star Line will make inquiry in regard to the board and forwarding expenses of Azores passengers Eastbound beyond the port of call, and will report to Conference.

61. It was agreed that the infants rates for first and second class (Spain and Azores excepted) are
6906 to be as follows:

	1st class	2nd class
Eastbound	$10	$7.50
Westbound	Lit. 50	Lit. 37.50
Commission	5%	5%

U. S. headtax included.

Class Unica is to be considered as second class. These rates to take effect December 10th, 1910.

62. With regard to third class Azores rates for children the White Star Line will communicate with

6907

Mr. Truccey and they will try to come to a uniform age limit for children.

63. The question whether Austro Americana's Azores steeragers are to be pooled or not is to be submitted to Mr. Wilding as sole arbitrator; the White Star Line accept to prepare the statement for the other Lines.

64. It is agreed to accept the following proposition to determine a pool period:

> "A departure being once counted during a pool year, cannot be counted a second time during the following pool year in case a part of the passengers embarked at intermediate ports has to be accounted for in that year in accordance with Art. 9.
>
> "It is however understood that in case the pooling agreement should expire such Group as has not reached its minimum number of sailings cannot count any departure comprised in the final settlement as a full sailing, unless it accounts for all passengers embarked on the same voyage at intermediate ports even subsequent to the date of expiry of the pool."

6908

65. With regard to the threatening new Greek competition the Norddeutscher Lloyd and the White Star Line point out that they have made offers for sale of steamers to this proposed company. The majority of the members express the opinion that such sales are contrary to Art. 21 of the M. S. T. Agreement.

6909

The White Star Line declare their willingness to withdraw, if possible, their offer, provided the Norddeutscher Lloyd do, and the Norddeutscher Lloyd representatives undertake to submit the matter to their board for final and prompt decision, but record their view that such sale of steamers is not covered by the M. S. T. Agreement.

6910 *Petitioner's Exhibit 708*

66. Agreed that the Greek Lines do not participate in the expenses of the pool for the present.

67. With regard to the claim of the Anchor Line that the Fabre Line has been secretly paying extra commission the Anchor Line has shown evidence to Mr. Crespi and Mr. Sanderson who declared that, provided the documents are genuine, they prove the allegations of the Anchor Line. Mr. Fabre cannot accept this decision until he examine the document and consequently the Anchor Line claim the right to appeal to arbitration.

6911 68. It is agreed to extend minute 39 *re* Cia. Transatlintica to the second pool year.

69. The next meeting to be held in Paris on Monday, April 24th, 1911.

Paris, November 28th, 1910.

Signed by all Parties.

Endorsement of Mr. Fabre: Monsieur Fabre repousser absolument la minute 67 pour la raison qu'il exposera le moment venu.

6912 POOL ADJUSTMENT MEASURES.

The commission appointed by the Conference make the following recommendations:

(a) *For Westbound business.*

(1) A plus Line may at any time reduce the commission allowed to agents, and further must do so on the request of two or more minus Lines, but under no circumstances need a Line reduce its commission to less than 10 Lire.

Petitioner's Exhibit 708

6913

It is understood that before making a request to a plus Line to reduce commission the minus Line will take into account the probable position of the plus Line at the end of the pool period.

(2) As the Italian Lines are to be dealt with as a Group the Italian Lines have the right to decide amongst themselves which Line or Lines of their Group reduces commission in the event of the Group being in the Plus and a demand for the reduced commission being made by two or more Group two Lines.

(3) In addition to reducing commission, if this measure does not have the desired result, the plus Lines will endeavor on the request of the minus Lines to reduce the maximum capacity of their steamers by 10%. 6914

(4) As a further measure of adjustment, if necessary, the plus Lines will endeavor to direct Greeks and Orientals to minus Lines.

(5) When the plus Lines cannot take any further adjustment measures the minus Lines may take action as follows:

(a) If the steps taken by the plus Lines are not effective within one month the minus Lines have the right to increase commission, but after 30th April may increase the commission forthwith, *i. e.* without waiting for a month, except that a Line in a plus Group may not under any circumstances increase its commission except by consent of the minus Group. Further in no case may the commsision be increased beyond 20 lit. without the consent of the other Lines. 6915

(b) The minus Lines may reduce their prepaid rates, but not to a greater extent than s2. No reduction in prepaid rate to be effective after 31st March. In no case is the commission on prepaid business to be increased.

6916 *Petitioner's Exhibit 709*

(6) Any question arising under the foregoing condition shall be referred to Mr. Wilding as sole arbitrator who will be asked for an early decision. Such decision shall be binding and must be acted upon within two days of receipt.

(7) No alteration shall be made in commission and/or prepared rates except as provided for in the foregoing, and notice must in every case be given to all the Lines through the Secretary before a change is made

(b) *For Eastbound business.*

6917 (8) The adjustment shall be made by altering rates on the principle that the plus Lines shall increase their rates, before the minus Lines reduce. No Line however can he required to charge a higher rate than $42.

(c) *For both West and East.*

(9) When a Line in the minus has increased commission or reduced its rates and becomes a plus Line in consequence it must at once restore the normal position as regards commissions and rates.

6918 **Petitioner's Exhibit 709.**

WHITE STAR LINE,
Steamship Department.

Liverpool, March 31st, 1909.

Messrs. Lee & Franklin,
9 Broadway,
New York.

Dear Sirs:

Paris Meeting March 25th and 26th.

The Passenger Department have already sent you the Minutes of the Atlantic Conference held at Paris on the 25th instant, which speak for themselves.

Petitioner's Exhibit 709

6919

Minute No. 1. The competition of the North West Transport Line is considered serious, but in view of the large westbound movement from the Continent at present it is not felt desirable to take any steps in opposition to their westbound sailings which would only be effected at a very heavy cost to the Atlantic Conference Lines, but by resuscitating by-law 22 to meet their eastbound departures it is hoped to make their service unprofitable, and we trust the Committee has at once got together with a view to giving effect to this resolution.

You will observe the Allan Line do not agree to join in this resolution, but the other Lines decided to go on without them. 6920

Minute No. 4. We expect in view of the general feeling in favor of the alteration suggested that the arbitrator will give his decision in favor of same, and we hope that the reduction in the second class rate of the "Adriatic" and "Oceanic" will be useful.

Minute No. 6. While the cables exchanged with our Passenger Department indicate that you do not view the suggestion to reduce first class commission in New York to 2% with favor we would not have blocked the proposal had all Lines agreed but it would have been made a condition at the same time that the Lines should restrict themselves to their present offices. 6921

We shall be interested to have your reasons for objection if all the Companies acted together.

Minute No. 13. In view of the failure to obtain the consent of the Hungarian Government the scheme for pooling the westbound carryings by the Cunard Fiume Service is to be cancelled, and the previous arrangement as given in Appendix 3 to Agreement A.A. again comes into force.

Minute No. 14. We hope all the eastbound intermediate first class schedules have been issued ere this

6922 *Petitioner's Exhibit 709*

and those for the westbound sailings are to be out, as you will see, not later than 3rd April.

Minute No. 17. It is doubtful what attitude the Scandinavian American Line will take now that they have failed to implement the Paris agreement of October last, but the Conference Secretary is approaching them with a view to their attending a Meeting in Liverpool to consider the situation.

March 26th. We attach a supplementary memo: regarding the proceedings on this date which were in connection with the Italian and Hungarian situation.

6923 The Cunard Co. had a special meeting with the Continental Lines regarding the Hungarian situation in view of the failure of both they and the Continental Lines to arrange matters satisfactorily with the Hungarian Government. The result of this meeting has we hope removed any misunderstanding between the Cunard Line and Continental Lines and the Cunard Line has certain proposals under consideration which are to be finally dealt with at a Meeting arranged for London, May 6th and 7th.

The Cunard Company provisionally agreed to join the Mediterranean Pool for their Italian Eastbound carryings with an allotment of 6% and we are going

6924 through the agreement in detail with them at an early date with a view to having same put into shape before the Meeting of the 6th May.

The immediate result of these negotiations was to remove the opposition of the Cunard Company to co-operating towards improving the position in the Mediterranean, and we hope as the result of the cables sent that a general increase in the third class eastbound rate has been found possible.

Yours faithfully,

For ISMAY, IMRIE & CO.,

(Intd.) A. B. C.

Petitioner's Exhibit 710 and 711 6925

PARIS MEETING.

Minutes, March 26th, 1909.

Secretary Peters' salary on account Mediterranean Pool fixed at £1000 per annum to cover all expenses.

White Star and American Line percentage E. B. in Italian Pool for Southampton Services fixed at 4.70% against 4.53% which they previously offered us.

Italian Lines wished to fix a minimum number of sailings for Southampton services, also to alter the Mediterranean Agreement to restrict the booking of Italians via Cherbourg, which we rejected. 6926

Mediterranean 2nd Class commission is 25 lit. per adult.

Continental Lines advocate that this be made to include Head Agents Commission.

Nothing agreed by Agents in Italy that is contrary to Main Agreement to be binding on the Lines.

(Intd.) A. B. C.

Petitioner's Exhibit 710 for Identification.

6927

Minutes of Meetings of North Atlantic Passenger Conference from 1904 to 1907, Minutes 368-374, Vol. I.

Petitioner's Exhibit 711 for Identification.

Minutes of meetings of North Atlantic Passenger Conference from 1908-1911, Minutes 375-417, Vol. II.

6928 **Petitioner's Exhibit 712.**

ATLANTIC CONFERENCE.

MINUTES AND BY-LAWS.

22. The following scheme was approved to meet the competition of the Volunteer Fleet, Russian East Asiatic Company, and New York Continental Line in the eastbound business. Secretary Peters to notify the New York Conference.

a) When an Atlantic Conference Line with the consent of the other A. C. Lines puts a steamer on the
6929 berth in opposition to an outside eastbound steamer at the same or a lower rate than such outsider, then the A. C. Lines (including the Line of the opposing steamer) will compensate such Line for the passengers forwarded at the reduced rate, the difference per adult between the regular rate in operation for the steamer, at the time when she was proposed and agreed upon for the opposition, but not exceeding $30 —and the reduced rate at which the passengers were carried. Maximum compensation to be $12.—

b) Opposition steamers to be put on the berth against the steamers of the Russian Volunteer Fleet, the Russian East Asiatic Steamship Company, and the
6930 New York and Continental Line for eastbound business. Further extension of this measure is subject to a unanimous decision of the A. C. Lines.

c) The opposition steamer is appointed by vote by majority of the members of the New York Conferences (North Atlantic Conference and Continental Conference), Canpac Ry. to be considered to enable them to vote. The chairman shall have a casting vote in the event of the votes being divided equally. In their decision the members shall be guided by considering which steamer is best suitable for being most efficiently

6931

opposed with regard to date of sailing, preference by steeragers, capacity, etc. These terms being nearly equal, the steamers sailing direct for the Continent of such party that is short or most short shall be appointed. If a British Lines' steamer is selected it must be subject to the consent of the Line concerned. The New York Conferences to be at liberty to appoint a small committee to carry out this clause.

d) If for such an opposition steamer more passengers are booked than she can carry then the A. C. Line which carries the excess is entitled to a compensation per adult to the amount of the difference between the rate which the passengers have paid and the regular rate of the carrying steamer at the time when the opposition steamer was appointed, except if in the meantime her rate has been reduced, subject to the limitations provided for in clause *a*.

6932

e) The Compagnie Générale Transatlantique and the Austro Americana participate in the compensation in the proportion of their share to be fixed by a special agreement between them and the N. D. L. V. Lines. These Agreements to be tabled.

f) The amounts of compensation to be paid by the Atlantic Conference Lines in the proportion of their eastbound percentages which will be adjusted in accordance with clause *e*.

6933

g) Any Line may withdraw from this Agreement at any time by giving 30 days' notice.

23. The question of compensation to the White Star Line for the passengers overbooked for the Pretoria April 14th and transferred to the Baltic and to the Holland America Line for the passengers also overbooked for the Pretoria and Barbarossa and transferred to the Potsdam and Noordam to be referred to Mr. Ismay for decision.

6934 *Petitioner's Exhibit 712*

24. The question of the payment of commission by the C. P. Ry. to the New York Continental Line on inland business to be taken up by a small committee with the C. P. Ry. representative.

25. The following cable was dispatched by unanimous consent from Secretary Peters to Secretary Sandford with the view to the New York Conference taking prompt action to discipline all agents in the States transgressing conference rules, viz: "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions it is
6935 highly essential that the Conference Regulations should be strictly enforced against Agents and request New York Conference act accordingly and in cases of doubt refer same to arbitration." The further consideration of the competition by the Italian Lines for eastbound Continental Business to be deferred until Mr. Ballin has seen Mr. Crespi in Hamburg early next month.

26. The British Lines' form of Promissory note accepted for all Lines, except "Hinrich Peters" to appear instead of the words, "the Secretary of the General Pool." The promissory notes to be deposited by all Lines with the Secretary not later than June
6936 15th next.

27. Agreed that the Allan Line under Appendix I to Agreement Z are entitled to carry not exceeding 100 Hirsch passengers for each sailing, to whom the special compensation rate applies. The average number per sailing is not to be considered.

28. Agreed that the Cunard Line are to participate with the other Pool Lines in the compensation payments as between the Canadian Lines and Atlantic Conference Lines under Agreement Z.

Petitioner's Exhibit 712

6937

29. All steerage passengers, whether booked at regular or reduced rates, have to be pooled under the Agreement A. A. except those exempted under clauses 3 and 11 of the bye-laws to that Agreement.

30. Clause 11 Agreement W to be amended to permit a minimum commission of $6 per adult to be paid to Agents in America on second class round trip bookings.

The other amendments to the Agreements as suggested are approved failing advice to the contrary being received by the Secretary from any Line prior to 15th June.

6938

31. Noted the Austro Americana join Agreement H_2, but the Allan Line do not.

32. The N. D. L. V. Lines to consider what steps they can take to break the Westbound Libau Rate in competition with the Russian Lines. If they do not find this practicable, the question of the reduction by the British Lines with compensation to be considered.

33. The difficulties still experienced by passengers for the British Lines in passing the control stations was referred to. Mr. Ballin stated this matter has been taken up with the German Government, and that he has received a letter from the authorities that the question is under consideration, and added that the British Lines may expect a settlement to be arrived at very shortly.

6939

34. Telegrams from Secretary Peters for the British Conference Lines to be sent in future to Secretary Smyth who will communicate same to the British Lines.

35. The C. G. T. agree to withdraw their agency from the New York Uptown office of the Sleeping

6940 *Petitioner's Exhibit 712*

Car Company, provided all the Lines agree not to open Uptown offices, or appoint Uptown agents within 3 years from 1st March last. All Lines agree to this proposal, except the Cunard Company who will communicate their decision as early as possible to the Secretary.

36. The proposal to amend Agreement V by omitting the words "or reductions" on the 6th Line clause 11 to be considered at next Meeting.

Agreed London 25 May, 1908.

6941

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37. At the commencement of the Proceedings the chairman of the Cunard Company made the following statement:

"Since we agreed to attend this Conference certain developments have taken place bearing on our Hungarian business. This will or may have a material effect on our position in the Italian portion of our business. We believe that the difficulty arising out of these developments can and should be settled. We tried to arrange a preliminary meeting yesterday, unfortunately without success, though we had a short
6942 interview with Dr. Wiegand and Mr. Heineken yesterday afternoon. The position is now that we cannot make any Agreement with regard to the Italian Steerage business for, failing a solution, we may find it necessary to increase very largely our interests in the Italian trade. Any conclusions therefore, which may be arrived at by this Conference, can only be provisionally agreed to by us and are dependent upon some definite arrangements being come to in connection with the Hungarian business."

Petitioner's Exhibit 712

38. The Canadian Pacific Co. being unable to give a Promissory Note in accordance with the terms of Agreement A. A. it was agreed that a guarantee for the required amount from the Bank of Montreal would be satisfactory. 6943

In view of the high stamp duty on promissory notes in England it was further agreed that the British Lines may deposit bills payable on demand duly accepted, in lieu of promissory notes. These to be renewed from time to time as may be necessary.

39. The definite settlement of the Pool percentages to be arranged by the Secretary by correspondence. 6944

40. In the case of a breakdown of a steamer or other unforeseen occurrence necessitating the transfer of third class passengers to another Line, the Line carrying the passengers must pool them, except that if the Line to which the passengers are transferred is not a party to Agreement A. A., as far as those passengers are concerned, then the Line for which the passengers were booked must account for them to the Pool.

41. The White Star Line were requested by some of the Lines to withdraw their recent advance in eastbound rates, made with the view, to balance their position in the westbound and eastbound Pools taken as a whole, as they are in the minus for eastbound business. 6945

There being a difference of opinion as to whether the principle of balancing the westbound and eastbound carryings against one another is correct, decided, if necessary, to refer the matter to arbitration.

42. The International Transportation Company to be disqualified by all Lines at once, except that the Holland America Line who have an Agreement with

6946 *Petitioner's Exhibit 712*

this Company will do so, as soon as possible, but at latest within six months from date.

43. W. H. Müller & Co. will be advised by the North German Lloyd not to book passengers for any non-Conference Line.

44. Pending the Meeting with the Russian East Asiatic Co. and the Italian Lines the question of disqualifying A. E. Johnson & Co. was postponed.

45. The compensation accounts for fighting steamers eastbound to be settled in dollars, or the equivalent
6947 in the currency of the country of the carrying Line at the current rate of exchange.

46. Clause 10 Agreement W to be altered, to read the same as clause 12 Agreement V.

47. The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

48. No reduction on agreement rates to be offered to the British Association for the Advancement of Science.

6948 49. The numbers of first class passengers carried to be advised to the Secretary and to be included in the Weekly Pool Returns.

50. The Continental Lines undertook to consider the proposals of the British Lines for reducing advertising expenses, and to fall in with same as far as they consider practicable.

51. Messrs. Strasser, Storm, v. Reuchlin, Mearns and Aitchison were appointed as a committee to consider the question of charging head tax separately to make their recommendation at the next Conference Meeting, as regards all classes.

Petitioner's Exhibit 712

6949

52. It was decided not to supply Secretary Sandford, New York, with copies of the Agreements and Conference circulars.

53. The Salary of the Atlantic Conference Secretary was recorded as £ 2000 per annum to be paid by all the Conference Lines together with expenses on the basis provided for in Article 23 of Agreement A. A.

The apportionment of the expenses as between the N. D. L. V. Lines and the Atlantic Conference Lines to be left to the Secretary.

54. The question of the Control-Stations was referred to, and the chairman stated that everything possible was being done in accordance with byelaws 17 Agreement A. A. and hope the matter will be settled to the satisfaction of the non-German Lines shortly. 6950

55. The charge of 15/-being made at the Control-Stations on cash passengers for the British Lines to be taken up by correspondence.

56. The Agreements with the French Line as referred to in section e, byelaw 22 to be tabled.

57. The threatened new direct competition from Scandinavia to U. S. A. was referred to. The Chairman advised that this would be brought up at the meeting with the Russian East Asiatic Co. which, it it hoped, will be arranged for an early date. 6951

58. Messrs. Strasser, Cameron, Mearns, Storm and Seyde were appointed a sub-committee to consider the question of commission to Agents in connection with clause 13 Agreement V. and clause 11 Agreement W., and to frame a definition of the term "Tourist Office." Reported that no progress was made and the matter was deferred.

6952 *Petitioner's Exhibit 712*

59. The chairman reported that owing to the exorbitant demands of the Italian Lines the committee appointed to meet them, had been unable to make any progress towards a settlement of the present difficulties, and the meeting broke up without result. A further meeting, however, had taken place with Signor Crespi which may result in the resumption of negotiations towards the end of the month. Under the circumstances it was decided to take no action before the end of the present month as regards rates in competition with the Italian Lines pending these further negotiations.

6953

Agreed Paris 7 August, 1908.

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60. Mr. Strasser, Mr. Mearns, Mr. v. Reuchlin, and Mr. Seyde were appointed a committee to meet the Russian Eastasiastic representatives to discuss their joining the General Pool, subject to the following conditions, viz:

1) That they and the Danish East Asiatic Co. do not enter into the Scandinavian and Finnish business east-or westbound in any way directly or indirectly.

6954

2) That the Pool arrangement must come to an end if any other Line whatever including the Russian Volunteer Fleet starts from Russia to North America.

3) That the percentage allotted to them represents their present weak position.

61. The threatened new competition from Scandinavia was discussed, and the representatives of the United S. S. Co. submitted their proposals as follows, viz:

Petitioner's Exhibit 712

6955

In order to avoid this new competition which we feel sure will come, if we don't take the matter in hand, we are making the following proposal:

That we shall have the right in future to run 6 steamers instead of 5, to keep these six steamers under the three Scandinavian flags—2 under each—and run a weekly service from Scandinavian ports to United States under a rate agreement as hitherto with other Lines concerned.

This should be carried out in the following way:

Of the existing 4 Danish boats 2 are to be handed over to Sweden and Norway, and two more boats to be provided, one for the Swedish and one for the Norwegian flag.

6956

After some discussion the Danish Line representatives retired. The matter was fully considered and the following reply was subsequently addressed to Admiral de Richelieu, viz:

The Lines have given the proposals placed before them by the representatives of the Scandinavian American Line their best consideration, but they are of opinion that these proposals would be prejudicial to the interests of the Conference Lines, and they consequently regret that they are unable to see their way to entertain them.

6957

62. The final Westbound and Eastbound percentages were agreed to as shown in Article 3 of the Agreement A. A.

63. The following form of acceptance was agreed to, to be deposited with the Secretary by the British Lines instead of promissory notes as required under Article 17 Agreement A. A.

£..... Hamburg 1908

On Demand pay to the order of the General Director of the Hamburg-American Packet Co., the

6958 *Petitioner's Exhibit 712*

Chairman of the Cunard Steamship Co., and Hinrich Peters, Secretary Atlantic Conference, the sum of ..... pounds sterling, value received.

(Sgd.) HINRICH PETERS,
Secretary Atlantic Conference.

To .....

Liverpool

(crossed) Accepted 1908
Payable at .....
..... Bank
Sgd. .....

6959 64. The proposed reductions in advertising were not agreed to.

65. The question of discontinuing free forwarding of 3rd class passengers between London and Liverpool, and between London and Southampton was left to be dealt with by the British Lines.

66. No allowance is to be made to Agents in America for exchanging eastbound prepaid tickets.

67. The Chairman advised that Mr. Crespi had intimated the willingness of the Italian Flag Lines to resume negotiations for a Pool on the basis of the 3rd class carrying capacity of the steamers, but with
6960 certain amendments as regards sailings, and has suggested a meeting for middle of September.

The following telegram was despatched, viz:

Docteur Paratore care Navigazione Generale,
Rome.

Conference Lines agree meeting proposed by Mr. Crespi middle September but are sorry they cannot any longer tolerate present state of things they must adopt measures immediately to protect their business unless the Italian Lines agree forthwith to withdraw from booking continental eastbound steeragers. If

Petitioner's Exhibit 712

6961

Italian Lines cooperate believe Conference Lines will be prepared to restore previous Mediterranean rates pending negotiations. Please wire immediately.

WIEGAND,
Carlton Hotel.

Pending receipt of reply no action was agreed upon regarding further steps to meet the Italian competion.[1])

26./8. Rome. 6962

Dr. Wiegand, Carlton Hotel, London.

Received your wire Stop before all let me note you that leaving in Paris we agreed that pending negotiations no variations would be done to the *Status quo* Stop so that attitude London's Conference astonishes us Stop we are sorry to be not able to follow you in your proposals for the same reasons we explained to you in our meeting to Chattam's.

Hotel Stop but in order to confirm the conciliating design of which the Italian lines gave proof in Mr. Crespi's letter of 18th inst. we can only propose the 6963
sole means able to make possible a rapid solution of the present situation namely to hasten the devised meeting if you will at the end of the current week in Carlsbad where as you know is Mr. Crespi in treatment please wire Paratore.

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[1]) Note of the Secretary:

The following further telegrams have been exchanged between General Director Dr. Wiegand and Dr. Paratore.

6964 *Petitioner's Exhibit 712*

26./8. London.

Paratore Navigazione, Rome.

Your telegram received I must again positively repute your assertion that at our meeting in Paris any arrangement was made with you that pending negotiations no alterations should take place on the contrary I have distinctly told you that I could not say what measures the Conference would take to protect their interest Stop Conference must insist on your acting according to our yesterday's proposal else Conference will now take measures Stop leaving for Bremen to-
6965 morrow morning where I await your final decision by wire.

WIEGAND.

29./8. Rome.

Dr. Wiegand, Bremen.

Wire received Stop we must believe that about *status quo* is question of equivocation which I would be disposed clear up coming to Bremen in some day Stop I confirm in the meantime that Italian Lines cannot agree your request about continental eastbound until agreement is not definite Stop Italian Lines are
6966 sorry that Conference had not considered proposal meeting immediately on purpose to eliminate if possible every divergence Stop with such a proposal Italian Lines believe done a clear proof of their conciliating mind and they cannot think that Conference Lines should modify for a few days question their attitude making more heavy a situation yet difficult. Please wire.

PARATORE.

Petitioner's Exhibit 712

6967

29./8. Bremen.

Dr. Paratore, Rome.

Am prepared to settle with you question of *status quo* tuesday next Bremen.

WIEGAND.

68. The Committee which met the Russian East-asiastic Co. representatives reported that after considerable discussion they had proposed to the Russian gentlemen they should join the Pool on the basis of their carryings for 1907 for 17 sailings westbound and 15 sailings eastbound, increased proportionately to 24 sailings, on the understanding that they should effect not less than 18 sailings or more than 24 sailings, which it was stated would give them 1.88% west- and 2.48% east. A reduction of 1/18th to be made for each sailing less than 18.

6968

After communicating with St. Petersburg the Russian gentlemen submitted the following as their final offer:

1) An allotment of 2.50% West and 3.—% East.

2) The agreement to be for one year.

3) To have the right to call at Rotterdam eastbound, but not westbound.

6969

4) Their sailings to be not less than 18 or more than 24.

5) The agreement to be subject to a satisfactory adjustment of freight matters.

The committee were authorized to conclude an agreement on these lines, except that the period must be the same as Agreement A. A. and special clauses to be included to safeguard the Scandinavian and Finnish business, also to terminate the agreement in the event of new competition.

6970 *Petitioner's Exhibit 712*

69. The Chairman reported that as the result of a Meeting between the N. D. L. V. and the Cunard Lines, he was in a position to place before the Conference a proposal of the Cunard Line to include their Fiume Service in the Westbound Pool on the basis of their carryings for the years 1906—1907, which it was stated, would give them 6.47%.

The principle of including the Cunard Fiume Service in the General Pool was favorably received by the Lines, but the question was deferred for further consideration until the Meeting proposed for the middle
6971 of September to give the lines an opportunity of looking into the figures.

70. No reply being to hand from Docteur Paratore to the telegram of yesterday it was agreed that in the event of same being unsatisfactory the Atlantic Conference Lines calling at French ports should reduce the eastbound rate for Italian passengers to $17 basis Turin, such passengers not to be accounted for to the Atlantic Conference Pool. Any of the Conference Lines to have the same right. Any Line, inclusive Transatlantic, to have the right to cancel this measure on giving one month's notice.

71. The following reply to hand from Admiral de
6972 Richelieu was read:

Carlton Hotel, 26. August 1908.

Dr. Wiegand,
Director General North German Lloyd.
Savoy Hotel, London.

Dear Sir:

I beg to acknowledge the receipt of your letter of 25th inst. from which I see that the Atlantic Conference Lines are unable to entertain the proposals

Petitioner's Exhibit 712

which the representatives of the Scandinavian Line yesterday placed before them. 6973

We considered these matters to be in our common interests although we well can see that they are of much greater importance to us than to the Atlantic Conference Lines, as we are solely dependent on a small part of the Scandinavian and Finnish Emigration for the support of our Line, whereas the Atlantic Conference Lines, when the trouble which we foresee to be coming, does arrive, still have their British and Continental Emigration intact.

We can therefore not but express our regret over the unfriendly way in which the Atlantic Conference Lines have met the earnest representations of their old ally in the Scandinavian and Finnish business. 6974

Yours faithfully,

(Sgd.) A. de RICHELIEU.

A further meeting was arranged to give the Danish representatives the opportunity of making any further remarks or proposals which they may desire.

72. It was reported that as the result of the further meeting with the Danish gentlemen they expressed their willingness to consider joining the General Pool, it being made clear to them that their proposed extension was not acceptable, and by joining the General Pool their interests would be safeguarded to an important extent in the event of the threatened new National Lines being established. 6975

Secretary Smyth to furnish them such statistics as bear on the question when they will submit a proposal (1) for joining the Pool under present conditions (2) for joining the Pool on their proposed extended basis and will attend a meeting to continue the negotiations.

It was agreed to leave the negotiations in the hands of the British Lines with authority to conclude an agreement on the basis of No. 1.

6976 *Petitioner's Exhibit 712*

73. In pursuance of Min. 68 the Secretary has added here the following agreement arrived at with the Russian East Asiatic S. S. Co.:

MEMORANDUM

of an Agreement between the Russian Eastasiatic Co. and the Steamship Companies called the Atlantic Conference Lines concerning third class passenger business.

6977 1) The Russian Eastasiatic Co. to receive as their share of the total third class business of the Atlantic Conference Lines (Mediterranean services excepted) and their own carryings 2.50% west, 3.—% east.

The Atlantic Conference Lines are so far as the westbound carryings are concerned:

Allan Line (United S. Services), Anchor, Cunard (Fiume Service excepted), Hamburg American Line, Holland America Line, Norddeutscher Lloyd, Red Star, White Star, American, and Dominion, and so far as Eastbound business is concerned—the Allan Line (United States and Canadian Services included), Cunard (Liverpool Service), Cunard (Fiume Service Italians excepted), Hamburg American, Holland
6978 America, Norddeutscher Lloyd, Red Star, White Star, American Line, Dominion, Canadian Pacific and Anchor Line.

Accounts are to be closed at the end of each calendar year.

2) The percentage is subject to the Russian Eastasiatic Co. making not less than 18 sailings and not more than 24 sailings in a calendar year. For every sailing less than 18 sailings the percentage shall be reduced by 1/18th.

Petitioner's Exhibit 712 6979

3) The Russian Eastasiatic Co. undertakes not to carry any Scandinavian and Finnish passengers.

4) In the event of the Danish Eastasiatic Co. entering the Scandinavian, Finnish or continental third class business to or from North America or in the event of any new competition whatever, including the Russian Volunteer Fleet from Russia to or from North America, the Atlantic Conference Lines have the right to terminate this agreement forthwith.

5) The Russian Eastasiatic Co. undertakes not to call with any of their steamers, westbound or eastbound, at any Scandinavian, British or Continental 6980
port, except eastbound they retain the right to call at Rotterdam.

6) This Agreement is subject to an understanding being reached between the Holland America Line and the Russian Eastasiatic Co. concerning freight matters.

7) This Agreement commences to operate 1st September, 1908, and is included for the period from 1st September, 1908, to February 28th, 1911, and shall after this latter date continue from year to year unless due notice be given to the Secretary of the Atlantic Conference not later than 1st December of the intention of terminating same at the end of the next February, namely, in the first instant 1st December, 1910. 6981
—Accounts being closed at the end of each calendar year, the period during which this Agreement operates in 1908, being from 1st September to 31st December—thus only for 4 months—the sailings referred to in clause 2 shall be 6 minimum and 8 maximum for this period. The last period in case of this agreement terminating on a 28th February will consist of 14 months from 1st January to 28th February of the subsequent year, the number of sailings to be altered proportionally.

6982 *Petitioner's Exhibit 712*

8) The compensation rate to be paid or to be received by the Russian Eastasiatic Co. in case of their carryings in a calendar year being in excess or below their percentage, is fixed at £ 4.— per soul.—This compensation is subject to change if such a change is agreed upon by the Atlantic Conference.

9) This memorandum is to be replaced by an Agreement in a more complete form on the same lines as the Agreement between the Atlantic Conference Lines, and in the meantime it is subject to all the conditions of the said agreement between the Atlantic Conference Lines of which a copy shall be sent to the Russian Eastasiatic Co.

6983

74. MEMORANDUM

referring to the Agreement with the Russian East Asiatic Co. which has been minuted and read in presence of all concerned:

"It is understood that clause 4 is to be interpreted as if the words 'directly or indirectly' were inserted, between the words 'entering' and 'the'; that for certain private reasons the Russian East Asiatic Co. desires those words not to be added."

6984 Agreed London 25./26. August 1908.

ATLANTIC CONFERENCE.

89. Agreement Scandinavian American Line. It was decided that a clause must be included in the Agreement with the Scandinavian American Line under which the latter will confine themselves to the carriage of Scandinavian and/or Finnish passengers. They are already under agreement with the Hamburg American Line in this respect up to 1st January, 1910.

6985

It was the general feeling that the Donaldson Line should not be party to the Pooling Agreement with the Scandinavian American Line.

The British Lines to defer concluding the final agreement with the Scandinavian American Line until they are advised the agreement with the Russian American Co. is finally ratified.

90. Agreement Russian Eastasiatic Co. Draft Agreement with Russian Eastasiatic Co. approved with clause 15 giving the equivalent cash and prepaid rates amended as suggested. Clause 23 regarding the freight agreement with the Holland America Line to be deleted.

6986

91. Pooling of cabin passengers. The question under what circumstances cabin passengers are to be pooled was further considered, and it was agreed by all Lines except the C. P. R. that all passengers paying a rate less than the agreement second cabin rate of the carrying steamer must be accounted for as steeragers. This matter to be arbitrated.

The C. P. R. agreed to file a memorandum of the number of railway employees at special rates who have travelled first or second class during 1907. The Allan and Dominion Lines to file a similar statement, when the question as regards employees to be further considered.

6987

Second class passengers transferred through force majeure from one steamer to another higher rated steamer are not to be pooled.

92. Discontinuance of granting free rail tickets to I. class passengers to and from Paris and London. The proposal to discontinue the granting of free rail tickets to first class passengers to and from Paris and London was not agreed to.

6988 *Petitioner's Exhibit 712*

93. Head tax on I. and II. class business. No agreement was found possible as regards the levying of head tax on first and second class passengers.

94. Minimum I. and II. class rates for "Cincinnati, Cleveland, George Washington, Berlin." The minimum first and second class rates for the S. S. Cincinnati, Cleveland, George Washington and Berlin to be left to Mr. Wilding to decide.

95. Theatrical performances and variety shows. The Lines agreed not to entertain proposals for
6989 variety shows, etc., on board the steamers.

Jena, 14th December, 1908.

96. Intermediate First class schedule. It was agreed by the Lines who have been accustomed in the past to issue an intermediate first class schedule, that until further notice they will publish an intermediate schedule for each steamer being the mean between the Summer and Winter schedule by the respective steamers for the following periods:

Westbound: 1st April—31st July and 16th October —31st October.

Eastbound: 1st April—30th April and 16th July —15th August.

6990 This does not apply to the Mediterranean services nor to the Canadian Lines who will continue their present practice in this mattter. It is of course understood that no line is bound to maintain the schedule except as regards to minimums.

It is further understood that each Line is at liberty to issue revised tariffs if it should find it necessary; such tariffs to be circulated, two days before issue, among the Lines through the medium of the Secretary.

97. Balancing of westbound and eastbound pools against each other. It was agreed that the West and

Eastbound Pools cannot be balanced against each other.

98. White Star-Dominion Canadian service. The Allan Line take exception under Agreement A. A. and Agreement Z to the White Star-Dominion Canadian service and the White Star announcements in connection therewith, and it was agreed to have the question arbitrated.

99. Controlstations. The British Lines were advised that the question regarding the control stations was practically settled, and they might expect an official announcement to this effect very shortly. 6992

100. Circulating of Austro Americana pool statements. It was agreed that the Pool statements between the Austro Americana and N. D. L. V. Lines should be circulated among the British Lines.

The Cunard Line wished it to be noted that they consider the Austro Americana should become party to Agreement A. A. and request the N. D. L. V. Lines to give the matter consideration.

101. New York Uptown offices. The question of Uptown offices in New York was referred to, and the Cunard Line announced their intention to give their agency to the International Sleeping Car Company's 6993 Uptown office.

The other Lines reserve their right to take any action they may see fit in this respect.

The question of reducing the commission to 2% on first class business done by New York agents was deferred to next meeting.

102. Continental Lines initial rates for 1909. The Continental Lines advised that in view of the proposed U. S. regulation concerning the measurement of emigrant quarters they will quote from the first of Janu-

ary, 1909, the following steerage rates exclusive of head tax:

Hamburg American Line	Marks	160
Lloyd, Kaiser boats	"	180
" other New York boats	"	160
" Baltimore boats	"	160
" Galveston boats	"	150
Red Star Line	"	160
Holland America Line	"	160
Cie. Gle. Transatlantique fast boats	"	160
" " cargo boats	"	150
6995 Austro Americana	"	160

Prepaid rates to be advanced accordingly at once.

103. Semi annual Meetings. It was agreed to hold the semi annual meetings in future on the last Thursday in November and the last Thursday in March at Cologne and London alternately.

Cologne, 3d December, 1908.

Signed for the Allan Line	Henry Allan.
Anchor Line	Richard Henderson.
Canadian Pacific	Allan Cameron.
Cunard Line	A. D. Mearns.
Hamburg-American Line	Ballin.
Holland-America Line	Reuchlin.
6996 I. M. M. Co.	Harold A. Sanderson.
Norddeutscher Lloyd	Heineken.
Red Star Line	Ed. Strasser.

ATLANTIC CONFERENCE.

75. Transat and compensation for fighting rates. The Cie Gle Transatlantique participates in the division of the compensation for fighting rates against the Russian Eastasiatic and Newyork Continental Line eastbound with 9.17%. (Agreed 18th June, 1908.)

Petitioner's Exhibit 712

6997

76. Cunard Line's Fiume Service westbound. It was agreed to include the Cunard Line's Fiume Westbound service in the Atlantic Conference on the basis of their carryings for 1906 and 1907 which gives them an allotment of 6.88% of the total Westbound carryings of the present Atlantic Conference Lines and the Cunard Fiume service.

This arrangement to come into effect on November 1st, 1908.

It is understood the carryings by the Cunard Line Fiume service are not to be accounted for under Agreement Z.

6998

The Cunard Company wish it to be understood that as previously explained the foregoing agreement is subject to the approval of the Hungarian Government.

77. Agreement Russian Eastasiatic. A special agreement to be made with the Russian East Asiatic Co. to cover the pooling arrangement made with them. They are not to become party to Agreement A.A.

78. Outstanding Russian Prepaids of Russian Lines. It was agreed that the question of the outstanding Russian Volunteer Fleet's prepaid passengers from Libau was to be left to Mr. Strasser to arrange with Mr. Benislavski.

6999

Compensation to the N. D. L. V. Lines for carrying outstanding low rate prepaid passengers off Rotterdam of the Russian Lines to be settled by the N. D. L. V. Lines.

Arrangement between Mr. Ed. Strasser and Mr. v. Benislavski:

It has been agreed between Mr. v. Benislavski, subject to approval of his Board of Directors, and between Mr. Ed. Strasser with regard to the outstanding prepaid passengers at old rates of the Russian East Asiatic Co. and the Russian Volunteer Fleet according to the initialled statement attached hereto:

7000 *Petitioner's Exhibit 712*

1. The prepaid tickets booked from or via Rotterdam can be used by any of the N. D. L. V. Lines from Hamburg, Bremen, Rotterdam, Antwerp within fifteen months from their date of issue, and the carrying Line will accept the net rate at which the prepaid has been issued to be paid by the Russian East Asiatic Co. upon presentation of the prepaid ticket.

The difference between such net rate and the net rate of the carrier shall be paid to the carrier by the N. D. L. V. Lines, Transatlantique, and Austro Americana.

7001 2. The prepaid tickets booked from Libau shall be used by the Russian East Asiatic Co. and for one half of them this Company shall receive from the Atlantic Conference Lines the difference between the net rate at which the prepaid ticket has been issued and the net rate of the Russian East Asiatic Co. at present in force; these prepaids also to be forwarded within fifteen months from their date of issue.

This difference will be supported by the A. C. Lines in the proportion of the percentages as stated in Agreement A.A. for Westbound business, the French Line and Austro Americana to participate in the same.

Paris, 22nd October, 1908.

7002 (Signed) Ed. Strasser.

This proposal is subject to the approval of my Board.

(Signed) M. Benislavski.

Statement of Prepaids:

Volunteer Fleet prepaids:

Libau 437/1, 227/2, 12/0 = 676 souls or 551 adults
Rotterdam 293/1, 131/2, 10/0 = 434 " " 359 " *)

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*) more than one year old: 536/1, 187/2, 12/0 = 735 souls or 630 adults.

Petitioner's Exhibit 71. 7003

for which we get about Rbl. 41.—per adult from Rotterdam; about Rbl. 51.—per adult from Libau whereas we have to pay the pool for an event. excess £4.—per soul equal to about Rbl. 50.—per adult.

Our own Rotterdam prepaids amount to:

III. Class 381/1, 144/2, 25/0 = 550 souls, gross $13611; net $11430.96, or about Rbl. 45.—net per adult.

Holland America Line's present rate is M. 130.—(Rbl. 60.—).

II. Class 26/1, 11/2, 2/0 = 39 souls, gross $1404.50
net " 1196.88 7004
or about Rbl. 73.—net per adult.

I. Class 1/1, 2/2, 0/0 = 3 souls, gross $150.—
net " 127.50
or about Rbl. 125.—net per adult.

Paris, 7/20/10, 1908.

(Signed) Ed. Strasser (Signed) M. v. Benislavski.

79. Compensation for fighting rates. The Norddeutscher Lloyd's claim for compensation for passengers carried at fighting rates by the S.S. "Lützow" April 30th to be referred to Mr. Ismay for decision.

80. Cabin passengers at reduced rates. The question of the C. P. Ry. giving reduced cabin rates to their railway employees throughout Canada, was discussed and deferred to give Mr. Cameron an opportunity of communicating with his principals. In the meantime the question as to under what circumstances reduced rate first and second cabin passengers should be pooled was deferred. 7005

81. Commission on Cruise business. The question of allowing more than 5% commission to Agents in America on alleged Mediterranean cruise business to be referred to Mr. Wilding for arbitration.

7006 *Petitioner's Exhibit 712*

82. Compensation on eastbound Italian business. The claim of the Anchor Line for compensation for loss sustained in the Eastbound Mediterranean business since the late advance in steerage rates was discussed, and the Anchor Line intimated their intention to submit this claim on another suitable occasion.

83. Passengers of St. George's Society. It was decided that steerage passengers from New York carried for the St. George's Society whether at special rates, or not, must be pooled, as no exception can be made in their favor.

7007 84. Control Stations. The Chairman stated that the British Lines might expect the question of the Control Stations to be settled satisfactorily to them very shortly.

85. Tabling of Continental Line's Agreements. It was agreed that the agreements between the N. D. L. V. Lines and the C. P. Ry., Austro Americana and the Cie Gle. Transatlantic respectively were to be tabled for the information of the A. C. Lines.

86. Discontinuance of granting free rail tickets to Passengers from Paris and London. The question of all Lines concerned agreeing to discontinue including
7008 free rail transportation from Paris and London to port of embarkation for First Class passengers to be brought up for consideration at next meeting.

Paris, 21st October, 1908.

For the Hamburg American Line

(signed) Ballin.

For the Cunard Co.

(signed) William Watson.

For the Norddeutscher Lloyd

(signed) Wiegand.

For the Holland America Line

(signed) Reuchlin.

Petitioner's Exhibit 712

7009

For the Allan Line

(signed) Henry Allan.

For the Canadian Pacific Ry. Co.

(signed) Allan Cameron.

For the I. M. M. Co.

(signed) Harold A. Sanderson.

For the Donaldson Line

(signed) John Aitchison.

For the Anchor Line

(signed) A. C. F. Henderson.

For the Red Star Line

(signed) Ed. Strasser.

7010

87. Agreement Scandinavian American Line. a) The agreement which British Lines have negotiated with the Scandinavian American Line concerning the admittance of the latter into the A. C. according to the annexed draft is approved.

b) The Allan Line give their consent to the inclusion of the Scandinavian American Line in the General Pool as per above agreement on the following conditions:

The Allan Line agree to the arrangement between the Atlantic Conference and the Scandinavian American Line. It being understood that in respect of the infraction of Agreement Z clause 13, which is involved, the Allan Line shall receive compensation at the rate of £4.—per soul from the British A. C. Lines in the event of the Allan Line's Westbound Scandinavian and Finnish (exclusive of Russian) carryings in any year during the continuation of the said agreement falling below their percentage of such business for 1906/7. Such compensation however not to exceed such an amount as would represent their pro rata share in the extra percentage of 0.65% allotted to the Scandinavian American Line.

7011

7012 *Petitioner's Exhibit 712*

In the event of the Scandinavian American Line overcarrying their Westbound percentage the Allan Line to receive a share of the compensation equal to their percentage of the Scandinavian and Finnish (exclus. of Russians) business during the years 1906/7.

Any compensation paid the Allan Line under this agreement to be borne by the British A. C. Lines pro rata according to their westbound A. C. percentages.—

The Allan Line has the option till 31st December, 1908, of joining the General Pool in respect of Westbound Scandinavian and Finnish business on the basis of 1906/7 carryings subject to adjustment covering
7013 the allotment to the Scandinavian American Line. (Signed) Henry Allan.

88. Head tax on First and Second class business. a) The committee appointed under minute 51 deliver the following report: First and Second class business. Being unable to obtain unanimity in regard to the levying of the head tax on first and second class business it was decided that the matter be postponed until the General Meeting in December, and that in the meantime the British Lines will see if any arrangement can be made with the Canadian Lines on the subject.

b) Head tax on third class business—The British
7014 Lines having already added 15/— to their British and Scandinavian rates for head tax purposes, and shown same on their circulars *i. e.* 15/— less for U. S. citizens it was left to the Continental Lines to see if they cannot follow the same course, and report to the Meeting to be held in December, it being understood that should the Continental Lines find it possible to take action in the meantime, the British Lines will adopt the same action for their third class Continental business. (Signed) A. D. Mearns.

Paris, October 23rd 1908.

Petitioner's Exhibit 712 7015

Annex to Minute 87:

MEMORANDUM

of Agreement between the Scandinavian American Line and the Steamship Companies called the Atlantic Conference Lines concerning third class passenger business.

1. In view of the agitation in Norway and Sweden for National Flag Lines to North America the Scandinavian American Line undertakes to support an arrangement whereby its own United States Service will be reduced to two steamers, and a new Norwegian 7016
Line with two steamers, and a new Swedish Line with one steamer will be established, and they will oppose any further extension as regards Norway, Denmark, or Sweden, and further bind themselves not to increase their own service.

This agreement is subject to the above arrangement being carried out giving a combined service of

2 Danish steamers
2 Norwegian steamers
1 Swedish steamer.

2. In the event of any new competition to or from any Scandinavian or Finnish port to or from United 7017
States or Canada, arrangements to be considered for combined action for meeting same. Failing a satisfactory arrangement to this end the Atlantic Conference Lines have the right to cancel this agreement forthwith.

3. The Scandinavian American Line to receive as their share of the total third class business of the Atlantic Conference Lines as defined in Article 4 and of their own carryings

Westbound 3.25%
Eastbound 4.—%.

7018 *Petitioner's Exhibit 712*

This allotment to cover the new Norwegian and Swedish flag Lines to be established as referred to in Article 1.

4. The Atlantic Conference Lines for statistical purposes under this contract are as follows (Mediterranean Services being excepted west and eastbound):

Westbound:

Allan Line (United States services)
Anchor Line
7019 Cunard Line
Hamburg American Line
Holland America Line
North German Lloyd
Red Star Line
White Star Line
American Line
Dominion Line

Eastbound:

Allan Line (United States and Canadian services)
Anchor Line
7020 Cunard Line (Continental passengers by their Fiume service included)
Donaldson Line
Hamburg American Line
Holland America Line
North German Lloyd
Red Star Line
White Star Line
American Line
Dominion Line
Canadian Pacific Ry. (Atlantic S. S. Lines).

Petitioner's Exhibit 712

7021

If the statistics, as per memo attached, on which the percentage was arrived at, include other services the allotment under clause 3 to be amended accordingly.

5. The Scandinavian American Line to confine themselves to their present Scandinavian ports (Copenhagen, Christiana and Christianasand) except to have the right to call one steamer monthly at Gothenburg, and during the three spring months a fortnightly steamer may call there, the total calls at Gothenburg throughout each year not to exceed fifteen.

7022

The Scandinavian American Line also to have the right to call at Helsingborg and to make 20 calls at Bergen. This clause applies both westbound and eastbound.

6. The present rate schedule to continue in force excepting that the Scandinavian American Line will charge three Kroners extra to and from Gothenburg and 1 kr. 50 extra to and from Helsingborg by steamers calling at these ports.

7. The Scandinavian American Line agree not to carry through booked passengers to Canada.

8. The compensation rate to be paid to or to be received from the Scandinavian American Line in case their carryings in a calendar year are in excess or below their percentage is fixed at £4 per soul.

7023

This compensation rate is subject to change if such change is agreed upon by the Atlantic Conference.

The payment of compensation is not the object of this contract, but merely the means of deterring either party from overcarrying its percentage, it being understood that every endeavour shall be made by both parties to carry their percentage allotment.

7024 *Petitioner's Exhibit 712*

9. Accounts to be closed at the end of each calendar year.

10. This agreement to become effective with the complete establishment of the new combined service as defined in clause I, say on January 1st 1909, and to run concurrently with Agreement AA.

In the event of the new combined service being commenced on 1st January 1909 with only four steamers instead of five steamers the allotment to the Scandinavian American Line to be reduced pro rata until the fifth steamer is put into the service.

7025

11. This memorandum to be replaced by an agreement in a more complete form on the same lines as the Agreement between the Atlantic Conference Lines (called Agreement AA) and in the meantime shall be subject to all the conditions of the said agreement so far as they apply and are not amended by the conditions provided for in this memorandum.

The agreement also to be supplemented by a subsidiary agreement with the British Lines to effectively control Scandinavian and Finnish business and agencies.

12. The term Scandinavian American Line throughout this memorandum is understood to mean the new combined service as defined in article 1.

7026

Paris, October, 23rd 1908.

For the ALLAN LINE S.S. Co. LTD.	Henry Allan.
For the I. M. M. Co.	Harold A. Sanderson.
For the DONALDSON LINE	John Aitchison.
For the CUNARD STEAMSHIP Co. LTD.	S. J. Lister.
For the ANCHOR LINE	A. C. F. Henderson.
For the CANADIAN PACIFIC RY. Co. (ATLANTIC LINES)	Allan Cameron.
For DET FORNEDE DAMPSKIBS SELSKAP	C. M. Cold.

Petitioner's Exhibit 712 7027

AGREEMENT

between the Atlantic Conference Lines and the Scandinavian-American Line.

It is understood and agreed between the parties to the Agreement entered into this date, providing for the pooling of the third class traffic, carried by the Scandinavian-American Line that the same becomes null and void, should the agreement between the Atlantic Conference Lines and the Russian East Asiatic Co. by which the latter Company is made a party to the General Pool, not be confirmed by the Russian East Asiatic Co. 7028

Paris, October 23rd 1908.

For DET FORNEDE DAMPSKIBS SELSKAP	C. M. Cold.
For the CUNARD STEAMSHIP CO. LTD.	S. J. Lister.
For the CANADIAN PACIFIC RY. CO. (ATLANTIC LINES)	Allan Cameron.
For the I. M. M. Co.	Harold A. Sanderson.
For the DONALDSON LINE	John Aitchison.
For the ANCHOR LINE	A. C. F. Henderson.

ATLANTIC CONFERENCE.

Supplement to Minute 87 b. 7029

Memo of the C. P. R.

With regard to the clause accepted by the British Lines protecting the Allan Line against loss of business owing to 0.65 being allowed the Scandinavian American Line on Westbound traffic. Should it develop that this additional percentage reduced the carryings of the Canadian Pacific Railway from the percentage they carried during 1906/7, a similar adjustment will be made on their behalf as made with the Allan Line for compensation.

Jena, 12th Nov. 1908.

7030 *Petitioner's Exhibit 712*

ATLANTIC CONFERENCE.

104. Revival Byelaw 22. The Lines, Allan excepted, agree to revive Byelaw 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

105. Reisebureau Vaterland. At the request of the Anchor Line the disqualification of the Reisebureau "Vaterland" is to be reconsidered by the British Lines.

106. Infants rates. Agreed to fix the infant rates

7031

	I. class	II. class	III. class
Westbound	M 40.—	M 30.—	M 10.—plus headtax for aliens
			" 10.—for citizens
Eastbound	" 40.—	" 30.—	" 10.—

except for Italian third Class business. The question of commission to be decided by the Liverpool Conference. These rates to come into operation on July 1st.

107. Cabin rates Mauretania, Lusitania, Caronia, Carmania, Oceanic, Adriatic. All Lines, except as mentioned below, agree to reduce the present agreement first class rates of Mauretania and Lusitania, and
7032 the second class rates of Caronia, Carmania, Oceanic, Adriatic by 10/— or its equivalent in each case, eastbound and westbound. In view of Allan Line's objection to both classes, and Cie. Gle. Translatantique to the second class the proposed alterations to be referred to Mr. Wilding for arbitration.

108. First class Commission in New York. The question of reducing 1st class commission in New York to 2% was deferred to further consideration.

109. Places of meetings. The next two meetings to be held in London. Places of subsequent meetings to be arranged later.

Petitioner's Exhibit 712

7033

110. Dr. Barnardo's charity children. The proposition of the Dominion Line for charity children of Dr. Barnardo being excluded from the Pool is deferred to next meeting, the Allan Line recording their objection to the proposal.

111. Passengers to St. Pierre, New Foundland. It is confirmed that passengers by direct steamers to St. Pierre New Foundland do not come under the Agreements Z and AA.

112. Arbitration of notice of withdrawal of the Allan Line from Agreement AA. The result of the pending arbitration between Allan Line and White 7034
Star Line to be waited before taking action as regards the notice of withdrawal of the Allan Line from Agreement AA. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration. Mr. Ballin undertaking to prepare the case for the Conference Lines, other than the Allan Line.
Jena, 1st April, 1909.

113. Extension of Byelaw 78. Agreed, except by Allan Line, that Minute 78 as far as it refers to prepaids of the Russian Volunteer Fleet, forwarded by the Russian East Asiatic Steam Ship Co., shall apply 7035
also to those prepaids forwarded before the date of the respective arrangement viz. October 22.

114. Commission of Grand Trunk Railway to North West Transport Line. Letter from Grand Trunk Railway submitted, the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business, because they had been unable to induce the Grand Trunk Railway to agree not to do so and after they had found that the Inter Colonial Grand Trunk connection at Halifax were paying commission.

7036 *Petitioner's Exhibit 712*

Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian railways (including Inter Colonial Railway) to allow no commission to the North West Transport Line.

115. Proposed Pool for second class business. The proposed general advance of westbound 2nd class rates was not agreed to, but an alternative suggestion to form a Pool for second class business was made. The matter to be brought up at the next meeting. In the meantime the Secretary to circulate statistics for con-
7037 sideration.

116. Cunard's Fiume service westbound. The letter from the Cunard Line in regard to the Fiume westbound service, cancelling Minute No. 76 viz:

Liverpool March 20, 1909.

"With reference to the provisional arrangement come to between the Cunard Line and the Conference Lines at Paris on the 22nd October last, vide Minute 76, for the inclusion of the Cunard Line's Westbound Fiume Service in the Atlantic Conference, we beg to refer to our letter of the 28th December, 1908, in-
7038 timating in reply to your enquiry that negotiations up to that time had not resulted in our obtaining the approval of the Hungarian Government, and further, that applications made by this Company for permission to vary rates in order to regulate the traffic in the manner provided by Agreement AA had been declined, thus making it impossible for our Westbound Fiume Service to come under that Agreement, as from the 1st November 1908: We now beg to mention that further negotiations have since taken place, with a view to obtaining the necessary approval of the Hungarian Government, but the Government will not

7039

give their sanction, as certain arrangements between themselves and the Continental Lines have not been settled. Under these circumstances, we have no alternative but to give formal notice that as we have been unable to obtain the approval of the Hungarian Government, as contemplated by Minute 76 above referred to, the inclusion of the Westbound Fiume Service in the Pool cannot be carried out. If, as a result of subsequent negotiations, we should be able to obtain the consent of the Hungarian Government to such an arrangement, we should be quite willing for the matter to be brought up afresh for consideration by the Atlantic Conference. Until then, the Cunard Company's Fiume Service will continue to be worked as already provided for under Appendix III of Agreement AA"

7040

was read, and the notification accepted.

117. First class intermediate season schedules. It was agreed by all the Lines interested that the 1st class intermediate schedules as per Minute 96 are to be in the hands of all Agents not later than 3rd April next, after being first circulated through the Conference Secretary.

118. Control stations. The question of the Control Stations was mentioned and the German Lines promised to pursue the matter further with the view to according facilities to passengers for the British Lines passing through the Control Stations en route to Rotterdam and Antwerp.

7041

119. Agreement BB. Agreement BB with the Russian East Asiatic Co. was duly signed by all the A. C. Lines.

120. Negotiations Scandinavian American Line. The N. D. L. V. Lines agreed to the British Lines

7042 *Petitioner's Exhibit 712*

taking up negotiations with the Scandinavian American Line with the view to bringing them into the General Pool, the Scandinavian American Line not having been able to carry out the agreement made in Paris in October last which required them to establish Norwegian, Swedish and Danish services with five ships. The N. D. L. V. Lines leave the British Lines full discretion with regard to percentages, sailings, etc., but do not agree to the Scandiavian American Line being permitted to carry Continental passengers.

121. Jewish Hilfsvererine. The question of dis-
7043 qualifying the Reisebureau Jewish Hilfsvererine was not adopted.

122. Proposed advance in II cabin rates. The British Lines agree to advance their second class rates of Continental ports by 10 sh. provided the Continental Lines agree amongst themselves to make a similar advance.—Allan Line's Havre service excepted but subject to negotiations between the Allan Line and the Cie. Gle. Transatlantique.

123. C. P. R. Employees. The question of the C. P. Ry. carrying their Railroad employees 1st and 2nd class at reduced rates without accounting for them to the Pool was referred to, and it was agreed that
7044 the C. P. Ry. be accorded this privilege. The Allan, Dominion and Donaldson Lines reserving the same right.—The numbers of passengers so carried to be exchanged between the Canadian Lines.

With the above exception all passengers paying less than Agreement 2nd cabin rate by the carrying steamer are to be pooled.

124. Exchange of Ppd Statistics of C. P. R. and Allan Line. The C. P. R. and Allan Lines agree to exchange their prepaid statistics with other Lines.

Paris, 25th March 1909.

Petitioner's Exhibit 712 7045

Signed: W. Mc K. Rodan, with the exception of No. 112. W. Mc. K. R.
" A. C. F. Henderson
" Geo. Mc. L. Brown
" William Watson
" S. Smith Moncur
" for Mr. Ballin, Dr. Murken
" J. G. v. Reuchlin
" Harold A. Sanderson
" Heineken
" Ed. Strasser
" O. Cosulich for byelaws which affect Austro Americana 7046
" Ch. Tattet for the Cabin Agreement

ATLANTIC CONFERENCE.

*125. Commission on infants. In amendment of Agreement V. Art. 13 b 1 & 2 and Agreement W Art. 11 b 2 the commission westbound and eastbound on infants rates as per byelaw 106 has been fixed at 5% maximum. The commission on third class infants is one shilling or its equivalent. (Agreed May 17th 09.) 7047

*126. Passengers free from the Pool. Passengers landing or embarking at Gibraltar, the Azores or Madeira by steamers of the direct Mediterranean Lines need not be accounted for under Agreement A. A. Non-Italian and Non-Oriental passengers from or to Genoa, Naples or any other Mediterranean port must be accounted for. (cfr. Circular letters G. 608 and 615 10./.9.09.)

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for * see Minute 128.

7048 *Petitioner's Exhibit 712.*

127. Passengers to St. Pierre, New Foundland (cfr. Minute 111). The Allan Line's claim of refund of the compensation charged to them for steeragers by their steamers from and to New Foundland to be referred to Mr. Wilding as sole arbitrator. His decision to apply to the whole period of the present Agreement.

128. Byelaws and Minutes. The Secretary to lay before the next Meeting a synopsis of those minutes for the past which in his opinion ought to be considered as bye-laws forming part of the contract, and
7049 the meeting then to decide whether they agree. In future such bye-laws are to be pointed out by asterisks and confirmed at the subsequent meeting.

129. Regulation of continental rates. A proposal of the Continental Lines to be at liberty to reduce their rates, even though plus-parties, is not unanimously agreed. Continental Lines may submit for consideration at the next meeting a proposal for regulating continental rates.

*130. Continental rates of British Lines. Agreed in principle that, under the Agreement, the rates must be gross rates, but under present exceptional circum-
7050 stances it was considered unwise to change the present practice.

*131. Donaldson Line's entering the eastbound Pool. The limit imposed upon Donaldson Line in clause 5 Appendix 3 to Agreement Z is withdrawn. They are to be allowed, with a view to entering the eastbound Pool, to fix their Eastbound steerage rates for 1910 for British and Scandinavian business in accordance with the schedule in force among the British Lines. Their Continental Eastbound rates for 1910 to be fixed from time to time by the other British Lines after having been submitted to and approved by the Continental Lines.

7051

132. Infants rates (cfr. Minute 106). With regard to infants rates no change to be made in present practice.
Jena, December 4th 1909.

133. Disqualification of agents. The question of the disqualification of agents to be considered by a small committee consisting of Messrs. Cauty, Aitchison, Lister, Rodan, Storm, van der Graaf, v. Plettenberg and Weingaertner. (For committee report see Min. 143.)

*134. Agreement with Scandinavian American Line. (cfr. Minute 120.) Agreed by all Lines that this question be reopened and that a special committee be appointed consisting of Messrs. Aitchison, Cauty and Lister, to confer with the Allan and C. P. R. Lines, and thereafter with the Scandinavian American Line on the matter. The special committee is fully empowered to negotiate an agreement on the best terms obtainable. 7052

135. Agreement H 2. The consideration of changes in Agreement H 2 referred to a small committee in which each Line concerned is to be represented. (For report see Min. 144.)

7053

136. Arbitration French Lemon & Co. The question if the Holland-America Line are entitled to pay French Lemon & Co. Florence a commission of 7½% on first class business to be referred to Mr. Wilding as sole arbitrator.

*137. Seasons for First Class business. The Lines parties to Appendix 2 Agreement V agree to advertise the first class full summer schedule eastbound for U. S. Lines as from May 1st to July 31st. The intermediate first class schedule to be advertised in accordance with minute 96, with the exception, that the

7054 *Petitioner's Exhibit 712*

second period of the eastbound intermediate season will run from 1st to 15th August. It was understood that the Compagnie Gen. Transat. would follow the same procedure.

*138. Agreement V and Cruise business. In case of chartering any ships for cruise business the charter to contain a clause, obliging charterers or cruise agents to comply with Agreement V or any other Argeements which the Lines themselves would be bound by if doing the business direct.

7055 *139. Compensation to Russian American Line in case of fighting steamers. (cfr. Minutes 104.) The Russian American Line are allowed for eastbound Libau passengers on fighting steamers compensation for the difference between the regular and reduced net rate, but limited to $12.

*140. Arbitration of rate S. S. Laurentic. Rate for Carpathia. The rate of steamship "Laurentic" while in the New York trade is left to Mr. Wilding for arbitration.

The Cunard Line accept a minimum rate of £16.— for Carpathia in the Liverpool New York service.

7056 *141. Sending A. C. Statistics and circulars to Transat. All Lines agree to Atlantic Conference Lines statistics and circulars being sent to Cie. Gle. Transatlantique on condition that the statistics between the N. D. L. V. and Transat are sent in future to the British Lines.

142. Proposed general advance of second class rates (cfr. Minute 115). All Lines agreed to make a general advance of 10/— in Second Cabin minimum rates, the lowest rated steamers from Havre of the Allan and Compagnie Générale Transatlantique excepted. This Agreement on the part of the Canadian

Petitioner's Exhibit 712

7057

Pacific Railway (S. S. Lines) was conditional on a 5/— advance being made in Third Class Rates, except for their open Steerage. As this condition could not be accepted, the C. P. R. were asked to reconsider the matter in the hope that they might be willing to make the proposed advance in Second Cabin business, either with no change in Third Class Rates or with a uniform advance of 5/— on all Third Class Rates. Further consideration of the whole matter was referred to the British Conference who will communicate with the Continental Lines.

London, November 25th 1909.

7058

ALLAN LINE	(Signed)	Hugh A. Allan
ANCHOR LINE	"	A. C. F. Henderson
CANADIAN PACIFIC (ATLANTIC S.S. LINES)	"	Geo. Mc. L. Brown
CUNARD LINE	"	A. A. Booth
DONALDSON LINE	"	Chas. Donaldson
HAMBURG-AMERIKA LINIE	"	Ad. Storm
HOLLAND-AMERIKA LINIE	"	Reuchlin
I. M. M. CO.	"	J. Bruce Ismay
NORDDEUTSCHER LLOYD	"	Heineken
RED STAR LINE	"	Geo. Weingärtner
TRANSAT (only for cabin agreements)	"	Dal Piaz
AUSTRO (as far as interested)	"	Cosulich.

7059

REPORTS OF SUB COMMITTEES:

143. Disqualification of Agents. The subcommittee appointed by the General Meeting (Min. 133) today recommends the following:

Considering the unanimous wish of the British Lines to have removed the disqualification of Onishcavich the Continental Lines agree to it on the condition that he does not send his passengers through the Universal Reisebureau Vienna.

7060 *Petitioner's Exhibit 712*

Continental Lines will reconsider if it would be practicable and in the interest of business to reinstate disqualified agents who in the mean time may have turned over business to competing outside Lines.

London, November 25th 1909.

(Signed) PLETTENBERG
" G. WEINGARTNER
" P. VAN DER GRAAF
" S. J. LISTER
" T. C. SWAIN
" JOHN AITCHISON
" W. Mc. K. RODAN
7061 " AD. STORM.

144. H. 2 Agreement. (Min. 135.) This Agreement was discussed. Noted that it is the intention that passengers booking 1st or 2nd class from America outward by one Line & return by another, before making the outward voyage are to have the benefit of this Agreement as regards their return ticket. The New York representatives to discuss this question with the view to arranging the simplest method of covering the point.

London, November 25th 1909.

(Signed) AD. STORM.

7062

ATLANTIC CONFERENCE.

145. Proposed advance of second class rates. The motion of the North German Lloyd to advance second class rates all round by £1 is not carried.

*146. Special rates. The rates which several of the British Lines now quote at Basle are considered by the N. D. L. V. Lines to be special rates, but under present circumstances the Lines do not object.

Petitioner's Exhibit 712

7063

*147. Donaldson Line's westbound percentage. The percentage of the Donaldson Line under Agreement Z is increased from 0.20 to 0.30 per cent as from January 1st 1910.

*148. Regulation of Continental Lines' rates (see Minute 129). The following proposal of the N. D. Lloyd is agreed to up to September 30th 1910: In case the Continental Lines find it convenient, at the beginning of the year, to adopt for their regular New York steamers the maximum rate of £8, they shall be allowed to reduce their rates for adjustment among themselves by not more than £1 irrespective of their position in the A. C. Agreement.

7064

149. Canadian Northern Ry. The British Lines undertake to approach the Canadian Northern Ry. Co. with regard to the Royal Line and to communicate the result as soon as possible to the Continental Lines, so that these may have an opportunity to approach Mr. Mackenzie with regard to the Uranium S. S. Co. before he leaves Europe. With regard to the Thomson Line further development shall be waited for.

*150. Agreements with Scandinavian American Line (see Minute 134). The Agreements with the Scandinavian American Line as per annex are approved.

7065

151. Disqualifications. The disqualification of G. Schyns is valid.

*152. Arbitration S. S. Franconia. The rates suggested by the Cunard Line for S. S. "Franconia" £ 17. 10.— first class, £ 10.—.— second class were not agreed to. Referred to Mr. Wilding for arbitration.

153. Synopsis of Minutes. The Allan Line withdraw their proposal contained in G. No. 825.

2355

7066 *Petitioner's Exhibit 712*

*154 .General advance of second class rates. The advance of 10/— in all second class rates except by the lowest rated steamers from Havre of the Allan Line and C. G. T. was confirmed (see Minute 142).

Paris, May 5th 1910.

Allan Line	(Signed)	Hugh A. Allan
Anchor Line	"	A. C. F. Henderson
Canadian Pacific Ry. Co.	"	H. S. Carmichael
Cunard Line	"	A. D. Mearns
Donaldson Line	"	Chas. Donaldson
Hamburg-Amerika Linie	"	Ad. Storm
7067 Holland-Amerika Linie	"	Reuchlin
I. M. M. Co.	"	I. Bruce Ismay
Norddeutscher Lloyd	"	Heineken
Red Star Line	"	Ed. Strasser

Report of the Special Committee appointed to consider the resolutions of past conferences under Minute 128 of today's meeting.

155. Decided that the following resolutions be reprinted for reference as byelaws to the respective agreements viz:

Agreement A. A.—Resolutions Nos. 1 to 21 as already provided for under Appendix II also Nos. 28, 29, 40, 53, 63, 91 paragraph c. 97, 103, 106 so far as it relates to 3rd class 123, 126, 130 and 131.

7068

Agreement V.—Resolutions 66, 95, 96, 106 so far as it relates to 1st class, 125, 137 and 138.

Agreement W.—Resolutions 30, 66, 95, 106 so far as it relates to 2nd class, and 125. The Committee recommend that a further resolution to be considered a byelaw to this agreement be passed today confirming the advance of 10/— in all second class rates, except by the lowest rated steamers from Havre of Allan Line and C. G. T.

Petitioner's Exhibit 712 7069

All other resolutions not enumerated herein remain as minutes being records of proceedings of previous meetings.

(Signed) S. J. LISTER (Chairman)
" A. B. CAUTY
" DR. MURKEN
" GEO WEINGARTNER
" SEYDE
" W. Mc. K. RODAN

Paris, May 5th 1910.

Jena, May 13th 1910.

7070

Annex to Byelaw 150.

AGREEMENT FOR EASTBOUND STEERAGE BUSINESS.

Between

(1) the Atlantic Conference Lines, namely:
The Allan Line S. S. Co. Limited, Glasgow, Liverpool and London (for all its Services),
The Anchor Line (Henderson Brothers) Limited, Liverpool,
Canadian Pacific Railway Co. (Atlantic Steamship Lines),
The Cunard S. S. Co. Limited, Liverpool, for its Liverpool Services, and for all Non Italian & Non Oriental passengers by its Trieste-Fiume Service, 7071
I. M. M. Co.—American Line,
" —Dominion Line,
" —White Star Line,
The Hamburg Amerikanische Packetfahrt A. G., Hamburg,
The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,
Norddeutscher Lloyd, Bremen,
Société Anonyme Belge Américaine (Red Star Line), Antwerp (The Mediterranean Services of

7072 *Petitioner's Exhibit 712*

the Lines are excepted, except as specially provided for)

and the

(2) Det Forenede Dampskibs-Selskab Limited, of Copenhagen,

called the

Scandinavian-American Line.

1. It is agreed to include the Scandinavian-American Line in the Atlantic Conference for their Eastbound steerage passenger traffic from the United
7073 States of America and Canada to Europe under Agreement AA (with all subsequent bye-laws and resolutions so far as they are applicable to Eastbound business), to which they become party, with a percentage allotment of 3.94 of the total Eastbound steerage carryings of the Atlantic Conference Lines, as mentioned above, and themselves.

2. It is agreed that this arrangement dates from 1st March 1910.

3. In the event of any new competition whatever arising to any Scandinavian or Finnish port, from the United States or Canada, arrangements to be con-
7074 sidered for combined action for meeting same. Failing a satisfactory arrangement to this end, either party has the right to cancel this agreement forthwith.

On behalf of the
Atlantic Conference

Signed John Aitchison
" A. B. Cauty
" S. J. Lister

Det Forenede Dampskibs-Selskab Aktieselskab
Signed C. M. Cold.

London, March 3rd 1910.

Jena, May 13th, 1910.

Petitioner's Exhibit 713.

7075

AGREEMENT

on

Scandinavian and Finnish Westbound Third-Class Business.

It has this day been agreed by the following Steamship Lines, viz:

Allan Line, Anchor Line, Cunard Line, Donalson Line, American Line, Canadian Pacific Railway Co., Dominion Line, White Star Line, Scandinavian-American Line, of the First part, and the 7076

Canadian Northern Steamships Limited,

hereinafter referred to as the Royal Line, of the Second part, as under:

1. The Royal Line become associated with the Canadian Lines, as parties to the existing Agreement for Scandinavian and Finnish Third Class business, dated April 7th, 1910, copy of which is attached hereto, and agree to all the clauses and conditions thereof. They also agree to the rules and regulations for the control of the Scandinavian and Finnish business forming part of that Agreement.

2. The steamers at present running in the service of the Royal Line, s. s. "Royal Edward" and "Royal George," to be rated on the same basis as the steamers "Empress of Britain" and "Empress of Ireland," viz: 7077

Westbound.

Scandinavian.	Finnish.
Cash Kr. 135 Prepaid $36.	Cash F. M. 204 Prepaid $39.

The above rates are exclusive of U. S. Head Tax, which must be collected in addition, viz; $4 (Krs. 15 or F. M. 21) per Adult, Child or Infant.

7078 *Petitioner's Exhibit 713*

* Eastbound.

Scandinavian $33.75. Finnish $36.75.

*(Note: The Eastbound rates are shewn herein for the purpose of recording their normal level, and they are subject to alteration for adjustment purposes under the Agreement on Eastbound Third-class Business.)

3. The privilege accorded to the Canadian Lines in regard to free railway tickets between Quebec and Montreal, referred to in Clause 4 of the Scandinavian
7079 and Finnish Agreement, to be accorded also to the Royal Line only when their steamers do not proceed beyond Quebec.

4. Railway rates from ports of debarkation to interior points are to be the fares quoted in the published passenger tariffs of the United States or Canadian Railway Companies, and both parties to pay to booking agents the agreed on commissions. On Eastbound railway rates in the United States and Canada, both parties to be on the same basis as to rates and commissions to agents. All alterations in railway rates or commissions are to be tabled before being put into operation; the Secretary of the Conference to circulate
7080 notices of such alterations amongst the members.

5. This Agreement is to run concurrently with the Agreement on Scandinavian and Finnish Business referred to.

6. This Agreement is subject to ratification by the Scandinavian-American Line, Copenhagen.

Signed by

ALLAN LINE,

F. S. Thompson.

Petitioner's Exhibit 713 7081

THE ANCHOR LINE,
(Henderson Brothers) Limited,
John Aitchison.
CANADIAN PACIFIC RAILWAY,
(Atlantic Steamship Lines),
H. S. Carmichael.
THE CUNARD STEAMSHIP CO., LIMITED,
S. J. Lister.
DONALDSON LINE,
Chas. Donaldson.
INTERNATIONAL MERCANTILE MARINE CO.,
American Line,
Dominion Line, 7082
White Star Line,
Harold A. Sanderson.
DET FORENEDE DAMPSKIBS-SELSKAB,
AKTIESELSKAB,
(Scandinavian-American Line),
C. M. T. Cold.
ROYAL LINE,
Scott Griffin.

Liverpool, August 15th, 1910.

7083

7084 **Petitioner's Exhibit 714.**

SCANDINAVIAN AGREEMENT.

AGREEMENT.

Between the Trans-Atlantic Steamship Companies, named, viz: (1) The following North Atlantic Passenger Conference Lines:

International Mercantile Marine Co.,
American Line.
Dominion Line.
White Star Line.

7085 Anchor Line (Henderson Brothers), Limited, Liverpool

The Cunard Steamship Co., Limited, Liverpool.

hereinafter called the Conference Lines of the first part, and the (2)

Det Forenede Dampskibs-Selskab Limited, of Copenhagen,

hereinafter called the Scandinavian-American Line, of the second part.

The following Agreement has been concluded:

1. The Conference Lines guarantee to the Scandinavian-American Line, the percental participation, as defined and provided for in article 2 of this Agreement, of the entire Scandinavian and Finnish third
7086 class (steerage) traffic, as defined in said article 2, forwarded by the parties to this Agreement from all European ports to and via the United States of America and Canada, in vessels owned, leased, chartered, or controlled by them without regard to the flag.

2. The Scandinavian-American Line to receive 25.74% as their share of the total Scandinavian and Finnish Westbound third class (steerage) business carried by the parties to this contract.

Scandinavian passengers under this contract are understood to be those of Danish, Icelandic, Swedish and Norwegian nationality.

Petitioner's Exhibit 714

7087

The compensation price fixed by Article 7, as also the statistics relating to the transportation of steeragers is in all cases based upon the number of persons, or souls, so that children and infants always count as full passengers in the sense of this present contract.

3. (a) All Scandinavian and Finnish third class (steerage) passengers whether booked at regular or reduced rates have to be pooled under this Agreement except those exempted under article 13.

(b) All passengers forwarded in any intermediate class between third class (steerage) and cabin as defined in article 6 (d), are to be considered as third class (steerage) passengers in the sense and meaning of this contract.

7088

(c) Intermediate or even cabin passengers are third class (steerage) in the meaning of this Contract unless they pay at least the lowest cabin fare as defined in article 6 (d).

4. The Scandinavian-American Line to confine themselves to their present Scandinavian ports, Copenhagen, Christiania and Christiansand.

5. The Scandinavian-American Line agree to confine themselves to the carriage of Scandinavian and / or Finnish steerage passengers only. It is not permissible for the Scandinavian-American Line to book Russian passengers via Finland.

7089

6. (a) The passage rates, fixed by the schedule attached hereto, with any amendments agreed upon from time to time, are to be charged.

(b) No Line has the right to alter its third class (steerage) or second cabin rates without having previously informed the Secretary, who shall notify the other Lines.

7090 *Petitioner's Exhibit 714*

(c) The third class (steerage) cash rates and the American prepaid rates shall be established on the equivalence of Kr. 3.75 = $1. The rates for Finnish business to be regulated on the basis of Kr. 10.80 and $3 above the rates quoted off the various Scandinavian ports.

(d) Unless there is a second class rate agreement the lowest Westbound second cabin rate of any Line must be at least £2, higher than the highest third class rate of the respective steamer.

7091 7. (a) If the number of third class (steerage) passengers carried by the Scandinavian-American Line in any calendar year exceeds its allotted share of the traffic, as per article 2, it has to pay to the Conference Lines a compensation of £4, for each passenger (soul) carried in excess of its share.

(b) On the other hand, if the Scandinavian-American Line is short of its share of the traffic, as per article 2, the Conference Lines have to pay to the Scandinavian-American Line a compensation of £4, for each passenger (soul) it is short of its share.

(c) The compensation rate may be changed by mutual consent.

7092 8. In the event of a breakdown of a steamer or any unforseen occurrence necessitating the transfer of third class (steerage) passengers to another Line, the Line carrying the passengers has to pool them, except that if the Line to which the passengers are transferred is not a party to this agreement, as far as those passengers are concerned, then the Line for which the passengers were originally booked is required to account for them to the pool.

9. (a) Both parties undertake to arrange their services in such a manner that the number of third class

(steerage) passengers actually carried corresponds as nearly as possible with the percentage allotted to it under article 2, the payment of compensation not being the intent and object of this contract, but merely the means of deterring either party from overcarrying its percentage allotment. 7093

(b) In case the results thus obtained show that the traffic is not divided as provided for in article 2, measures must be adopted calculated to bring about a correct adjustment. The intention being that the plus party shall whenever practicable advance rates rather than the minus party should reduce rates. 7094

(c) It is, however, understood that in adopting measures to effect an adjustment, no action will be taken that is in opposition to or at variance with the terms of this agreement, or of Agreement A. A.

10. (a) The commission to agents in Scandinavia or Finland for third class (steerage) business to be not more than 12 kroners or 17 Finnish marks per adult, and for second cabin business a maximum of 6% with liberty, however, to grant a minimum of 13.50 kroners or 19.50 Finnish marks. For second class Continental business other than Scandinavian or Finnish, the commission to be 15 marks on a single trip per adult. 7095

(b) The commission to agents in America to be as fixed by the New York Conference.

(c) The agents of the parties hereto shall not book nor interest themselves in the booking of passengers from Europe to the U. S. and Canada or *vice versa*, for Lines not parties to this contract or not connected by agreements with the Atlantic Conference or the N. D. L. V. Lines.

7096 *Petitioner's Exhibit 714*

11. (a) The Secretary will make up monthly provisional accounts, showing the compensation payments due between the parties, and will also notify the party which has to pay. These payments to be made within a fortnight after receipt of such notification.

(b) Final settlements will be made for each calendar year on the basis of a compensation account, prepared by the Secretary to comprise the entire year. Objections against these final accounts to be made within four weeks after receipt of same from the Secretary by the Lines, failing which the accounts shall stand.

7097 As this agreement commences on 1st March, 1910, the first settlement shall comprise the period from 1st March, 1910, to the 28th February, 1911.

(c) Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

12. (a) For the purpose of compilation of the compensation accounts, all the Lines have to furnish to the Secretary, every 7th, 15th, 23rd and last day of a month, their statistics of the steeragers (souls) and also second cabin passengers, carried by them in the week ending with these respective dates, and the name and destination of the steamers.

7098

(b) A fine of £5 shall be imposed upon any Line delaying the delivery of the statistics for more than three days.

(c) The Secretary has to furnish to the Parties weekly the statistics of the pool passengers carried, and monthly a statement showing the position of the parties *versus* each other, not later than the 15th of each month for the preceding month.

13. (a) Passengers deported by Government authorities shall be deducted from the number of third-class (steerage) to be accounted for to the pool.

7099

(b) Passengers who are transported free or against payment of the cost of subsistence upon request of the Government, shall be treated in like manner.

14. For the faithful performance of the conditions of this Agreement, the parties have to deposit with the Secretary, an accepted bill or promissory note in the amount of £3,000 each. This bill is only payable if it is accompanied by an arbitration award, as provided for in article 19 of this Agreement.

15. The securities given shall be considered the amount of liquidated damages and thus entirely forfeited if either party unduly withdraws from this present contract before its expiration, or, if either party resorts to actions which render the continuance of this present contract impossible, and which are therefore to be considered equivalent to a withdrawal from this present contract, as *e. g.* refusal to pay compensation or failure to replenish the security mentioned in article 14 within 14 days, or assisting directly or indirectly a new opposition Line, or starting or assisting a Line whereby the business as defined in article 1 would be seriously interfered with.

7100

16. (a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbritrator, but in no case shall such a penalty exceed the amount of the security given by the party at fault.

7101

(b) The amount of penalty to be in each case not less than £50 for each contravention or infraction, except as provided for in article 12 (b).

(c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £500.

7102 *Petitioner's Exhibit 714*

(d) Unless the penalty be paid to the Secretary within eight days after the Line concerned has received the award, the security will be realized and the amount of the penalty forfeited.

17. The execution and control of the fulfilment of the stipulations of this contract is confined to the Secretary. He must have access to the passenger offices of the Lines, and can there examine all books, correspondence, etc., so far as he may deem it practicable to satisfy himself that the terms of this contract have been complied with. He has to act as mediator in
7103 general in the transactions between the parties so far as such transactions appertain to matters relative to this contract, and it is his duty to use every exertion to settle difficulties amicably.

18. The Scandinavian-American Line has to contribute to the office expenses of the Secretary, in the proportion of its Westbound percentage, so far as the expenses are applicable to the carrying out of this contract.

19. All disputes or claims under this contract between the two parties shall be settled by arbitration as provided for in Art. 24 of Agreement A. A., except that the arbitration shall take place alternately
7104 in England and Denmark, and according to English or Danish law. The first arbitration to take place in England. Differences which may arise after the expiration of this contract, before the accounts are finally closed shall still be subject to arbitration, and securities given will not be returned until the final accounts are settled.

20. (a) The parties agree that in all cases in which resolutions have to be taken with regard to existing differences of opinion as to the terms and conditions of the present contract, as also in the case of all de-

cisions by the arbitrator, not only the tenor but also more especially the spirit of this agreement are to be taken into consideration.

(b) All alterations and additions made in respect of this contract to be valid and binding upon the Parties to this contract only when each Line has given its written consent to such alterations and additions.

21. If either party transfer its business in part or in whole to a successor, or if an amalgamation with another Line takes place, such party is bound, subject to the consent of the other party, to make it binding upon its successors to enter into this contract and to become a party to it with all the rights and obligations arising out of it, and its deposit devolves upon such successor. 7106

22. In the event of any new competition whatever arising from or to any Scandinavian or Finnish port, to or from United States or Canada, arrangements to be considered for combined action for meeting same.

23 (a) No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any other Line in this Agreement unfavorable to the latter Line, and no party hereto shall support any newspaper which may systematically attack any other Line party hereto. 7107

(b) The Lines shall be responsible for their agents and employees or other representatives in this sense, that any Line is bound to dismiss an agent, etc., who in respect to another Line has disregarded the stipulations of Article 23 (a). All the other Lines are also bound to break off all and every direct or indirect business connection with such agent.

7108 *Petitioner's Exhibit 714*

(c) The Lines undertake to send to the Secretary copies of any printed matter and circulars sent to agents in relation to third class steerage and second cabin business.

(d) This article (23) applies in its entirety to circulars or publications issued both in America, and Europe.

24. This Agreement commences to operate 1st March, 1910, and is concluded for the period from 1st March, 1910, to February 28th, 1911, and shall after this latter date continue from year to year, unless due notice be given by either party to the Secretary, not later than 1st December, of the intention of terminating same at the end of the next February, namely, in the first instance, 1st December, 1910.

7109

25. This Agreement is to be supplemented by a subsidiary agreement made between the Conference Lines and the Scandinavian-American Line for the effective control of Scandinavian and Finnish business and agencies, but nothing in said subsidiary agreement must be at variance with the provisions of this contract.

26 (a) The execution and control of the fulfillment of the stipulations of the present contract are confided firstly to the Secretary, secondly to the Arbitrator (see clause 19).

7110

(b) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. Mr. E. S. Smyth at Liverpool is hereby appointed as Secretary, subject to the pleasure of the Lines.

27. If either party is compelled by vis major to discontinue its entire service or even only its entire steerage service for longer than 4 weeks after its last

Petitioner's Exhibit 714

7111

sailing (the day of this sailing included) this contract is suspended from the date of such last sailing, but becomes again operative immediately upon the resumption of the suspended service or even only of the steerage service. This clause does not apply to the usual interval in the Scandinavian-American Line sailings in December and January.

For the Conference Lines:
Signed:

THE ANCHOR LINE (Henderson Brothers), Limited,
John Aitchison.

7112

THE CUNARD STEAMSHIP CO., Limited,
S. J. Lister.

INTERNATIONAL MERCANTILE MARINE CO.,
American Line,
Dominion Line,
White Star Line,
A. B. Cauty.

DET FORENEDE DAMPSKIBS-SELSKAB,
AKTIESELSKAB,
C. M. T. Cold.

London, 3rd March, 1910.

7113

7114 **Petitioner's Exhibit 715.**

AGREEMENT.

on

SCANDINAVIAN AND FINNISH THIRD CLASS PASSENGER BUSINESS.

(Including Iceland.)

AGREEMENT.

7115 Between the following Lines, viz: American Line; Anchor Line; Cunard Line; Dominion Line; White Star Line, and Scandinavian-American Line of the first part, and the Allan Line; Canadian Pacific Railway (Atlantic Steamship Lines), and Donaldson Line of the second part, to enter into an arrangement for the due observance of the rates and conditions relating to Third Class Scandinavian and Finnish business as set forth in this Contract.

1. That Westbound Cash and Prepaid and Eastbound Rates for Scandinavian and Finnish Business, Denmark, Norway, Sweden, Finland—from and to
7116 the ports of Gothenburg, Helsingborg, Malmo, Aalborg, Copenhagen, Esbjerg, Fredrikshavn, Aalesund, Arendal, Bergen, Christiania, Christiansand, Christiansund, Drontheim, Laurvik, Molde, Abo, Hango, Helsingfors, Stavanger, be—

Petitioner's Exhibit 715

7117

Lines and Steamers	Westbound Scandinavian Gross Rates		Westbound Finnish Gross Rates		Eastbound		
	Cash Kr.	Prepaid $	Cash F.M.	Prepaid $	Scandinavian $	Finnish $	
lan Line, Liverpool—							
S.S. Victorian, Virginian	135	36.00	204	39.00	33.75	36.75	
S. S. Corsican, Tunisian, Ionian, Parisian, Grampian, Hesperian	130	34.50	197	37.50	32.25	35.25	
Other Steamers	130	34.50	197	37.50	31.25	34.25	7118
lan Line, Glasgow—							
Canadian Service, United States Service—S.S Grampian and Hesperian	130	34.50	197	37.50	32.25	35.25	
United States Service, other Steamers and London Service	130	34.50	197	37.50	31.25	34.25	
merica ine, Southampton—							
S.S. S aul, St. Louis, New York, Philadelphia	140	37.25	211	40.25	35.00	38.00	
merican Line, Liverpool—							
S.S Friesland, Haverford, Merion	130	34.50	197	37.50	32.25	35.25	
nchor Line—							
S.S. Caledonia, Columbia, California, Astoria, Furnessia	130	34.50	197	37.50	32.25	35.25	7119
anadian Pacific Railway Co.— (Atlantic S. S. Lines.)							
S.S. Empress of Britain, Empress of Ireland	135	36.00	204	39.00	33.75	36.75	
S.S. Lake Manitoba, Lake Erie, Lake Champlain	130	34.50	197	37.50	32.25	35.25	
London Steamers	.	.....	...	.....	31.25	34.25	
unard Line—							
S.S. Lusitania, Mauretania	155	41.25	232	44.25	38.75	41.75	
S.S. Campania, Caronia, Carmania	147	39.00	221	42.00	36.75	39.75	
S.S. Ivernia, Saxonia	140	37.25	211	40.25	35.00	38.00	
S.S. Carpathia—							
When not carrying cattle	135	36.00	204	39.00	33.75	36.75	
When carrying cattle	130	34.50	197	37.50	32.25	35.25	

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Donaldson Line--						
S.S. Cassandra, Athenia, Saturnia	130	34.50	197	37.50	31.25	34.25
Scandinavian-American Line—						
S.S. Oscar II, Hellig Olav, United States	147	39.00	221	42.00	35.25	38.25
S.S. C. F. Tietgen	140	37.25	211	40.25	35.25	38.25
White Star-Dominion Canadian Service—						
S.S. Laurentic, Megantic	135	36.00	204	39.00	33.75	36.75
S.S. Canada, Dominion, Ottawa, Southwark	130	34.50	197	37.50	32.25	35.25
White Star Line, Southampton—						
S.S. Oceanic, Adriatic	147	39.00	221	42.00	36.75	39.75
S.S. Majestic, Teutonic	140	37.25	211	40.25	35.00	38.00
White Star Line, Liverpool—						
S.S. Baltic, Cedric, Celtic	147	39.00	221	42.00	36.75	39.75
S.S. Arabic, *Laurentic, *Megantic	140	37.25	211	40.25	35.00	38.00
S.S. Zeeland	140	37.25	211	40.25	35.00	38.00
S.S. Cymric—						
When not carrying cattle	135	36.00	204	39.00	33.75	36.75
When carrying cattle	130	34.50	197	37.50	32.25	35.25

7121

*While engaged in New York or Boston Service.

The above rates apply only to U. S. Citizens, Canadian passengers and passengers in transit.

For all Alien passengers destined to the United States (whether sailing via a U. S. or Canadian Port) an additional charge of 15 Kroners or 21 Finnish Marks more than these scheduled rates must be made for each adult, each child or each infant.

7122

For Scandinavian Business.—United States Citizens, Canadians, and passengers in transit, Children 1 year and under 12 years, half-fare; Infants under 1 year, Cash 10 Krs. gross (10/-each nett); Infants Prepaid $2.50; for Aliens to the United States, the amount of U. S. Head Tax (Krs. 15) must be charged additional for each Child and Infant. Eastbound Infants, $2.50.

For Finnish Business.—United States Citizens, Canadians, and passengers in transit, Children 1 year and under 12 years, half-fare; Infants under 1 year, Cash 14 F. M. gross (10/- each nett); Infants Prepaid, 2.50; for Aliens to the United States, the amount of U. S. Head Tax (F. M. 21) must be charged additional for each Child and Infant. Eastbound Infants, $2.50. 7123

(*a*) Stockholm Westbound Prepaid and Eastbound Rates $3.00 higher than the scheduled Scandinavian Rates. Cash Rates from Stockholm to be on the basis of the scheduled rates from the Scandinavian Agreement Ports plus Kr. 10.80. 7124

(*b*) That the cash rate for Icelandic passengers be 140 kroners per adult for all steamers, from Iceland to landing port in America. Children of 1 year and under 12 years, half-fare; Infants, Krs. 10 gross (10/- nett) on United States citizens, Canadian passengers and passengers in transit. On U. S. Aliens, U. S. Head Tax (Krs. 15) must be charged additional for each Adult, Child and Infant. Commission to Head Agents 9 kroners per Adult, Kr. 4.50 per child. No prepaids to be issued.

(c) When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named Steamer or Steamers to which such lower rate applies, and the Companies undertake they will not carry holders of lower rated tickets by higher rated Steamers, unless they have paid differences in rate. 7125

(*d*) All the foregoing rates apply only to steamers at present employed in the services of the Lines. New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

7126 *Petitioner's Exhibit 715*

2. For Scandinavian Westbound Cash business the commission to Head Agents shall be 12 Krs. per adult, and 6 Krs. per child.

(*a*) For Finnish Westbound Cash business the commission to Head agents shall be 17 Finnish Marks per adult, and 8.50 Finnish Marks per child.

(*b*) The commission payable to agents in the United States or Canada on Westbound prepaid business shall be $2 per adult, and $1 for children between the age of 1 year and 12 years, and 25 cents for infants under 12 months, except that the commission
7127 to General Agents is to be settled by the New York Conference.

(*c*) Commission to agents Eastbound to be arranged by New York Conference.

(*d*) That an uniform commission of Kr. 1 per adult be allowed agents for exchanging Third Class Westbound prepaid certificates, this sum to cover all incidental expenses incurred in regard to such passengers.

3. That beyond said commission and the commission for sale of Inland tickets agreed to by the Lines, no allowance of any kind based upon results, present,
7128 prospective, or retrospective be made. Each Company shall, however, be at liberty to allow its Head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agent's bookings, as it may think desirable. The limit of such allowances being fixed by clause 13 hereof.

4. That free railway tickets be granted only between United States ports of New York, Boston, or Philadelphia, except that the Canadian Lines retain the rights accorded them under Agreements V (appendix 1 and 3) and W (appendix 1 and 2).

Petitioner's Exhibit 715 7129

5. The British Lines parties hereto agree to discontinue free forwarding of passengers from Drontheim to any other Scandinavian ports for shipment.

6. The Lines agree not to book (nor allow to be booked by their Head Agents) passengers for other than their own sailings.

7. No free or reduced passages shall be given in any class to agents, press representatives, shippers or brokers, or to anyone with the object of obtaining other passengers or business of any kind, or in recognition of advertisements in any way, the intention being that except that the principals of the different firms 7130
or Lines are at liberty to grant free passes or reductions to Government officials, scheduled general agents, or to individuals on purely personal grounds, no free passages or reductions whatever shall be given.

8. The Secretary of the Passenger Conference at 18 James Street, Liverpool, shall act as Secretary in England under this Agreement for all Lines parties hereto, who will furnish him in each week with a full and exact return of all 2nd and 3rd Class Scandinavian and Finnish and Icelandic passengers carried during the previous week, which information is to be circulated among the parties. 7131

9. That the rules and regulations agreed upon by the parties to this Agreement, and also those annexed for agents, be considered portion of this Agreement, and be adopted and enforced.

10. In case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Lines, with their interpreters, and the Secretary under this Agreement or his nominee.

7132 *Petitioner's Exhibit 715*

11. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall, at the option of the complaining party, take place at Copenhagen or in England.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such Line, or to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary who has to inform all the subscribing parties.

7133

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

7134

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party fail-

ing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding. 7135

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the cost of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly. 7136

(*g*) The fine or damage for breach of this Agreement by any party hereto shall not be less than £10, nor more than £100 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 7 sub-clause (*d*) of the Rules for Agents.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him. 7137

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall

7138 *Petitioner's Exhibit 715*

be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to reopen and consider the same and to hear further evidence and to make a fresh
7139 Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

7140 (*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

(*l*) *Disposal of Fines.*—All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.

(*m*) This Agreement may be made a rule of his Majesty's Court of King's Bench, or his Majesty's

Petitioner's Exhibit 715 7141

Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.

12. This Agreement to run concurrently with the London Agreement of March 3rd, 1910, except that any Line has the right to withdraw at any time on giving one month's notice. The withdrawal of any Line releases the other parties hereto.

13. That the British Lines each be allowed to pay up to a maximum sum of £1200 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £250 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line, Liverpool, London and Glasgow, to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool, to be counted as one Line, and White Star Line, Liverpool and Southampton, likewise to be counted as one Line. 7142

14. The lowest rate for Second Class Passengers by the Lines parties hereto shall not be less than £2, or the equivalent thereof, more than their highest rate for Steerage Passengers by the same Steamer. 7143

15. No alterations in Third Class Rates may be made by any of the Lines parties hereto without first informing the Secretary, who shall promptly notify the other Lines.

It is also agreed that the adjustment of the Westbound rates as between the Lines of the first part in connection with their agreement arrangements, is to be effected not by reducing, but by increasing the rates of one or several of such Lines.

7144 *Petitioner's Exhibit 715*

Signed by

ALLAN LINE .....HUGH A. ALLAN.

THE ANCHOR LINE
(Henderson Brothers) Limited JOHN AITCHISON.

CANADIAN PACIFIC RAILWAY
(Atlantic Steamship Lines) ... G. McL. BROWN.

THE CUNARD STEAMSHIP CO., LIMITED. S. J. LISTER.

DONALDSON LINE ..... CHAS. DONALDSON.

INTERNATIONAL MERCANTILE MARINE CO.

7145

AMERICAN LINE
DOMINION LINE ..... A. B. CAUTY.
WHITE STAR LINE

DET FORENEDE DAMPSKIBS-SELSKAB,
AKTIESELSKAB ..... C. M. T. COLD.

LIVERPOOL, April 7th, 1910.

SCANDINAVIAN and FINNISH AGREEMENT

7146 RULES AND REGULATIONS FOR AGENTS.

Agreement

Relating to Scandinavian (Norway, Sweden and Denmark) and Finland Third-class Passenger Business, to be in Force on and from the 7th April, 1910.

(1) Each Company being party to this arrangement shall obtain from each of its Head Agents his signature, duly witnessed, to two copies of these rules,

one of which shall be deposited with the Secretary of the North Atlantic Passenger Conference, 18, James Street, Liverpool, who shall act as Secretary under this Agreement, for all Lines parties hereto. Head Agents may be those at the ports following, viz. —Aalesund, Bergen, Christiania, Christiansand, Drontheim, Starvanger, Copenhagen, Gothenberg, Helsingborg, Malmo, Stockholm, and Hango or Helsingfors, Finland.

(2) All Agents in Scandinavia and Finland shall be liable to dismissal or fine by the Company employing them, or by the unanimous decision of all the 7148
Companies parties to this agreement, without having any claim for damages or indemnity in consequence thereof.

(3) An Association of Head Agents shall be maintained at each Head Agency Port, with a duly appointed Local Secretary to administer these rules. The Local Secretary shall be one of the members of the Association, to be appointed in the alphabetical order of their names, and each Secretary shall act for a period not exceeding three months. It shall be obligatory upon Agents to attend Meetings personally, unless prevented by unforeseen circumstances, when they have liberty to appoint a deputy—say the 7149
person managing his business at the time, or other competent member of his office staff—to attend. Wilful or continued absence from meetings without reasonable cause on the part of Agents, will be considered a breach of regulations.

(4) Each Association shall formulate local rules, not at variance with the tenor hereof, for governing all matters relating to their business, which rules shall include instructions in regard to booking Aliens, Citizens, and transit passengers, and discriminating be-

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tween Aliens and the latter passengers. A copy of such local rules to be forwarded to the Secretary, 18, James Street, Liverpool, for approval by the agreement Lines, also, notification of any alterations or additions thereto. Such rules and any alterations thereof must be unanimously adopted, and shall be binding on all Agents, unless anyone of the Companies parties hereto refuse to confirm the same. Agents acting for more than one Line shall have one vote only. If unanimity cannot be obtained, a majority of the members may appeal through the Secretary under this agreement to the several Companies
7151 parties hereto, and upon his advising the Association that the objection of the minority has been overruled by the Companies, the proposal in question shall stand good.

(5) Meetings shall be called by the Secretary of the Local Association for the date which may be fixed for ordinary meetings, or at any time on the request of any one member.

On the notice convening the Meeting, must be stated the business to be discussed at such Meeting, and any question not entered on such notice paper cannot be considered, unless with the consent of all
7152 members of the Association.

All correspondence in connection with the Association must be promptly circulated for the general information of the Members.

(6) At the Meetings of the Association the members shall take the chair in the alphabetical order of their names. The Passenger Manager of any of the Companies parties hereto, and the Liverpool Secretary under this Agreement, shall be at liberty to attend any of the meetings, but shall have no vote. Should any difference, dispute, or complaint take place, in connection with which the Chairman or Local Secre-

tary, for the time being is the complainant or defendant, the Members next in turn to take office as Chairman or Local Secretary must act as such when the matter is under discussion, or in carrying on the investigations connected therewith. 7153

(7) (*a*) All differences, disputes, and complaints must, as far as possible, be investigated at the Scandinavian or Finnish Port—the Agents of the complaining and defending Lines to be present at the examination of passengers and investigation of complaints, it being the duty of the Local Secretary to instruct them to be present before examining passengers in such cases of complaint. 7154

(*b*) In case of complaint the Agent and/or the Line complained against shall give every facility for the examination of passengers. It shall be considered a serious offense to advise a passenger to either evade examination or the giving of truthful evidence, on oath or otherwise.

(*c*) The complaining and defending agents must jointly appoint one of the agents as a third party to conduct the investigation proceedings and in conjunction with the Local Secretary to formulate the complaint and the result of the inquiry and/or the examination, made in reference thereto, copy of which is to be sent to the Conference Secretary in Liverpool for consideration and decision of the Lines. Failing to agree on a third party, the complaining and defending agents each to select their representative, who between them must appoint the third party. 7155

(*d*) Fines inflicted for breach of Agreement rules shall be levied according to the following scale:

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For infractions committed by Members of Associations at	1st offense.	2nd offense.
Aalesund, Bergen Christiansand, Drontheim, Stavanger, Helsingborg, Malmo, or Stockholm	50 to 100 Kr.	125 to 200 Kr.
Christiana, Copenhagen or Gothenburg	100 to 200 Kr.	250 to 400 Kr.
7157 Hango, Helsingfors or other Finnish Port		

For a 3rd offense an Agent shall be liable to dismissal and disqualification.

If the complaint is in regard to the booking of passengers at reduced rates, or by improper concessions, and the transaction in question embraces more than one adult passenger, the amount of fine fixed shall be increased by ten per cent for each other computed adult so included in the transaction in question, even though the total exceed the scale limits.

(*e*) All fines and costs shall be borne by the Agents themselves, the Line employing them not being allowed to refund any part of the same. Head Agents to be responsible for payments of fines inflicted upon their Sub-Agents. All fines shall, under pain of disqualification, be paid immediately to the Local Secretary, who will thereupon remit same to the Secretary at Liverpool.

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(*f*) Sub-Agents reported to the Local Association as being in default to any Association Member, or as acting for any North Atlantic Line in opposition to the parties of this Agreement, shall, *ipso facto*, be disqualified, and shall not be eligible for employment in

any capacity by any Association Member during the period his disqualification remains in force.

(*g*) Application from the Association for an allowance out of the fines levied at their port, toward the legitimate expenses incurred by the Association, may be made to Conference through the Secretary at Liverpool.

(8) (*a*) From the gross Ocean rate fixed by the Companies, a commission of 12 kroners per adult, 6 kroners per child, and 1 kroner per infant, will be allowed to Head Agents. In the case of Finnish 7160
Head Agents, the commission will be 17 Finnish marks per adult, 8.50 Finnish marks per child, and 1 1/2 Finnish marks per infant. The commission allowed them on the Inland fare will be 5 per cent, but not exceeding $2 on any single fare, except that on fares to points east of Buffalo, Erie, Pittsburg, Wheeling, &c., on which no commission is paid.

No further allowance per head or based upon the amount of business done, present, prospective, or retrospective, can be made.

(*b*) Head Agents are empowered to allow out of their commission to sub-agents only, a commission of 5 kroners per adult, and 2.50 kroners per 7161
child. In the case of Finnish Sub-Agents, commission not to exceed 7 Finnish marks per adult, 3.50 Finnish marks per child.

(*c*) Sub-Agents are not to be allowed commission on Infant Fares, American Inland Fares, Money exchanging or Drafts, nor shall any allowances, presents, or concessions of any kind beyond the above commission be granted them, except that Sub-Agents entitled to 10 kroners or 14 Finnish marks Ocean commission (see sub-clause *d*) may be considered as entitled also to inland fare commission as per clause (*a*).

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(*d*) In regard to Aalesund, Arendal, Christiansund, and Laurvik in Norway; Esbjerg in Denmark; and Helsingborg, Malmo and Stockholm in Sweden, Head Agents governing same to pay to their Agents at those points, a commission of not exceeding 10 kroners per adult. In the case of Finnish points, viz: —Gamla Karleby, Kristinestad, and Wasa, the Sub-Agents' commission not to exceed 14 Finnish marks.

Aalesund and Christiansund may be governed by Bergen or Christiania, or Drontheim; Arendal, and Laurvik by Christiania or Christiansand; Esbjerg by Copenhagen; and it is also permissible for any Line
7163 to govern Helsingborg, Malmo or Stockholm by Gothenburg or Copenhagen; Finnish points by Hango or Helsingfors.

(*e*) No person shall be acknowledged as Sub-Agent, or receive commission for business done within one month from the date upon which his agent's license is countersigned by the police authority at the port from which such license is issued, nor shall any commission or allowance whatever be paid to any person who is not duly licensed as a Sub-Agent.

(*f*) The rates fixed from time to time are not subject to any allowance or drawback of any kind, either
7164 to a leader in the shape of free or reduced passage in any class, or in any other way, directly or indirectly, and no person shall be carried who does not pay the full tariff fare for the accommodation he receives.

(*g*) Commission allowance for forwarding prepaid passengers one Kroner per statute adult.

(9) (*a*) By "Adult" shall be understood any person who, by the date fixed for his or her embarkation at the Scandinavian or Finnish Port, will have completed his or her twelfth year; by "Child" such as,

7165

on said date, will be twelve months and under twelve years old, and by "Infant" such as, on said date, will not have completed the twelfth month. Agents shall require the production of baptismal certificates for children and infants, and where such verification of the ages stated cannot be produced, or the attestation obtained of two other Agents that the ages stated are manifestly correct, the children shall be charged for as if they had passed fixed age-limit.

(*b*) In the event of passengers not being able to produce the certificates of Baptism of the children, or of its being inconvenient to obtain the attestation of 7166
two other Agents, the Agent is permitted to book at once (without calling in two other Agents) provided it is manifest to him that the infant or child is not above six months, or eight years respectively; but for any such infant or child so booked, the Agent must immediately give notice to two of the other Agents of the transaction, in order that they may investigate the matter, if there be in their opinion any doubt about the infant or child being under the Conference age limit, viz: infant under 12 months and child under 12 years. Failing his giving such notice, the booking of such child or infant will be considered a breach of clause 9 (a).

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(10) (*a*) The actual amount received from passengers shall in all cases be distinctly entered on the passage contract ticket. Deposits must not be received to cover the booking of Passengers whose full names and ages are not recorded (and a deposit ticket issued in favor of such individual passenger, except in the case of a family the whole of whose names may be entered upon one deposit receipt) at the time of making deposit. In other words, no passenger shall be considered as booked in advance who has not paid the full amount of fare or a cash deposit on account

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of same, and who has not received at the time of making the deposit or paying the full fare a ticket or deposit receipt in his or her name and showing therein the amount paid, the date of payment, and the full fare through to destination agreed upon. It will be considered a breach of this rule if any Agent issues a deposit receipt or contract ticket without these particulars being fully inserted therein.

(b) In the case of Prepaid Certificates, such must not be accepted for passage by Steamers other than called for by the prepaid Certificate or other than
7169 those to which the Rate named in the Prepaid Certificate applies unless difference in Rate is paid.

(11) (*a*) Agents shall not be permitted to quote rates nor issue Ocean or Inland tickets at any but the authorized through rates from Scandinavian and Finnish Ports. In cases when booking families through to an Inland destination, the proper tariff rate of Inland transportation must be collected from every member of the family of 5 years and upwards, and the total amount of such Inland fare, along with the total amount of Ocean passage money, entered in the contract ticket.

When the whole family, that is each member of it
7170 of 5 years and above, are not prepared to pay the cost of Inland transportation, but wish to book only a portion of the family Inland, then the Agent must decline to book any of the family Inland at all, but collect the Ocean passage money to the port of debarkation only.

(*b*) No allowance for transportation of baggage, board or lodging in Scandinavia or Finland, nor any other concession from the fixed rate, in any form whatever, shall be promised, granted, or pretended to be offered to or on account of any passenger, ex-

cept that the Scandinavian-American Line be allowed to pay board, transportation expenses, &c. at the port of embarkation on passengers booked through at, and arriving from other points to which agreement Ocean rates apply. The British Lines to have equal right regarding passengers booked at one agreement point and forwarded to another agreement point for shipment except as provided for in clause 11 c.

(*c*) The British Lines agree to discontinue free forwarding of passengers from Drontheim, to any other Scandinavian port for shipment.

(12) No Agent is permitted to issue Inland tickets, 7172
nor in any way to book or quote Inland rates to passengers, nor to cause them to be booked, nor to receive commission for their being so booked from the Port of Debarkation to their place of destination in America or Canada, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Inland Tickets to places not mentioned in the current Tariffs supplied by the Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class or Mixed Class rates. Such Tariffs to be only those tabled by the respective Steamship Companies with the Secretary. 7173

In charging Inland rates quoted in the British currency tariffs, the rate of exchange of Kr. 18.25 per Pound is to be used; and when quoting Inland fares from an American currency tariff, the exchange of Kr. 3.80 per Dollar to be charged.

(13) Passengers booked to or from Scandinavian or Finnish Inland points must in all cases be given a ticket or forwarding order for the journey to or from the Port of Embarkation or Debarkation; it being prohibited to give cash or its equivalent for such Inland journey.

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(14) Agents are not permitted to represent a North Atlantic Line or Lines in opposition to the parties of this Agreement. Agents shall not book passengers for any North Atlantic Line other than those they directly represent.

(15) No circular or publication of any kind reflecting upon or instituting comparisons between the Lines subscribing to this Agreement shall be issued or made use of by any Agent, nor shall any Agent or his employés make or utter any statement concerning any Line party to this Agreement, or concerning
7175 its Agents, or its sailings, that can injuriously affect such Line's or its Agents' business, and it is prohibited for an Agent or his Employés to meddle with the prepaid or cash passengers, or tickets, of any Line not represented by him. To avoid the possibility of being fined for breach of this rule, Agents are requested to avoid all reference to Lines other than those they represent. Agents describing vessels must not exaggerate their size or speed or publish any tonnage other than the gross registered tonnage.

(16) Agents' Associations in Scandinavia are to determine an uniform rate of exchange for drafts, currency or gold, such rate not to be less than Kr. 3.70
7176 nor more than Kr. 3.80 per Dollar.

(17) A return of the numbers of cash and prepaid passengers leaving the port (and outports, if any, under its control) must be sent monthly by the Secretary of each Local Association to the Secretary under this Agreement at Liverpool; as also copies of all Minutes of Meetings of the Association.

(18) To conduce to an uniform interpretation of the terms hereof by the several Agents an approved translation of these Agreement Rules shall be printed respectively by the Associations at Christiania, Goth-

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enburg, and Copenhagen, and three copies be supplied to each member of the several Associations respectively, in Norway, Sweden, and Denmark, also to the Secretary in Liverpool, who will remit the expense thereby incurred.

(19) The following Lines are parties to the Agreement:

Allan Line, Liverpool, Glasgow and London.
American Line, Liverpool and Philadelphia, and Southampton and New York.
Anchor Line.
Canadian Pacific Railway (Atlantic S.S. Lines). 7178
Cunard Line.
Dominion Line.
Donaldson Line.
Scandinavian-American Line.
White Star Line, Liverpool and Southampton.

Declaration to be signed by Agent and returned within one week from receipt.

I hereby assent to and undertake to abide by the foregoing regulations, and I agree that they shall be considered as part of the terms of my employment as Agent. 7179

Signed ..... Agent at .....
Date ..... for .....Line.
Witness ..... Address .....
.....

Declaration to be signed by the Steamship Company party hereto.

We hereby assent to, and undertake to be bound by, the terms of the foregoing.

Signature .....
..... Line.

Liverpool, April 7th, 1910.

7180 **Petitioner's Exhibit 716.**

MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING, HELD AT THE HOTEL MEURICE, PARIS FEB. 8th 1909.

1. The direct Non-Italian Lines agree that the minimum number of sailings to be effected by each to reach the minimum of 120 sailings required under Article 3 of the Main Agreement with the Italian Lines, to secure the full percentual allotment to them as Group 2 under that agreement, is to be as follows, viz:

Westbound:

7181

Hamburg American Line	Nineteen (19)
North German Lloyd	Thirty (30)
White Star Line	Twenty six (26)
Anchor Line	Nineteen (19)
Fabre Line	Twenty six (26)

Eastbound:

Hamburg American Line	Twenty (20)
North German Lloyd	Thirty (30)
White Star Line	Twenty five (25)
Anchor Line	Nineteen (19)
Fabre Line	Twenty six (26)

7182 Any Line or Lines falling short of the number of sailings provided for above to suffer a reduction in its percentage allotment, eastbound and/or westbound as the case may be, under the Agreement between the Group 2 Lines, this reduction to be calculated in a similar way to the method laid down in Article 3 of the Main Agreement.

HAMBURG-AMERIKA LINIE	(signed) pr. Dr. Murken.
NORDDEUTSCHER LLOYD	(signed) Heineken.
WHITE STAR LINE	(signed) A. B. Cauty.
ANCHOR LINE	(signed) C. A. Nicholl.
CYP. FABRE & CIE.	(signed) Jules Guez.

Jena, 18th February 1909.

Petitioner's Exhibit 716 7183

MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING, HELD AT THE HOTEL MEURICE, PARIS, FEBRUARY 6th, 1909.

1. MEMORANDUM OF AGREEMENT between the following Lines for the Pooling of the third class passenger business between Mediterranean ports and North America, carried by the steamers of the Lines named passing through the Straits of Gibraltar, Eastbound and Westbound, including also third class passengers to or from North America landed or embarked at intermediate ports, viz: 7184

Group 1: Italia
La Veloce
Lloyd Italiano
Lloyd Sabaudo
Navigazione Generale Italiana &
Sicula Americana,

hereinafter called the Italian Lines; also

Group 2: Anchor Line
Fabre Line
Hamburg-Amerika Linie
Norddeutscher Lloyd &
White Star Line 7185

Westbound: The percentual allotment to each of the Groups in the westbound business shall be as follows, viz:

Group 1	The Italian Lines		49,13%
	Anchor Line	6,73½	
	Fabre Line	10,69	
Group 2	Hamburg-Amerika Linie	7,09	50,87%
	Norddeutscher Lloyd..	13,53½	
	White Star Line	12,82	

Jena, 25th Febr. 1909.

7186 *Petitioner's Exhibit 716*

Eastbound: The percentual allotment to each of the Groups in the eastbound business shall be as follows, viz:

Group 1	The Italian Lines ...		49.48½%
	Anchor Line	5,09	
	Fabre Line	10,75	
Group 2	Hamburg-Amerika Linie 7,91½		50,51½%
	Norddeutscher Lloyd	11,41	
	White Star Line ...	15,35	

7187 The Fabre Line to have the right to carry up to one percent (1%) of the total percentual allotment westbound of the Group 2 Lines by their steamers from Marseille (either direct or calling at a Spanish port) to North America without accounting for them to the Pool. Any excess over 1% to be pooled.

The compensation rate to be paid by any Line exceeding it's share, or received by any Line being short of it's share, to be one hundred and ten Lire (Lit. 110) per soul. This amount is subject to revision by a subcommittee to be appointed to consider the question as regards Greeks and Orientals.

7188 The pool statistics to be in souls.

The agreement to be in effect from 1st June 1909 until 30th June 1911 and to continue thereafter subject to six months' notice from any Line. It is agreed that up to the 1st June 1909 the present westbound and eastbound rates and commissions are maintained. The westbound prepaid rate to be advanced forthwith by all Lines to a parity with the highest westbound cash rate, except that the Italian Lines are not bound to quote a higher prepaid rate than the highest rate quoted by the Non-Italian Lines. Fabre Line to be allowed to quote $1 below its highest cash rate equiva-

 7189

lent. Cables to be dispatched Febr. 8th giving effect to this clause.

2. An Agreement is concluded between the direct Mediterranean Lines, referred to as Groups 1 and 2 in Minute No. 1 and the Austro Americana, whereby the Austro Americana are entitled to the following percentages, viz:

Westbound: 42,50% of the total Greek and Oriental steerage traffic embarked in Mediterranean ports for ports of United States and/or Canada by the direct Mediterranean Lines as mentioned in the previous Minute under Groups 1 and 2 and also their own carryings from Greece. 7190

In the event of the Greek and Oriental steerage traffic carried by the Lines party to this agreement falling below 76,50% of the total Greek and Oriental steerage business to North America from Mediterranean ports carried by the Lines party to this Agreement or not, the share of the Austro Americana to be not less than 25% of such total business from Mediterranean ports, but it is understood that in no case shall the direct Lines from Italy, parties hereto, in compensating the Austro Americana, exceed an amount that would represent their total carryings of Greek and Oriental passengers. 7191

Greek and Oriental passengers are passengers originating from Greece, European Turkey, Asia und Africa.

Eastbound: 4% of the total Italian, Greek and Oriental steerage traffic carried by all the direct Mediterranean Lines including the Prince and Greek Lines from North American ports to the Mediterranean, also Italian, Greek and Oriental steerage traffic carried by the French, American and White Star Lines via Cherbourg and Havre.

7192 *Petitioner's Exhibit 716*

The compensation rate is agreed at sixty-five Lire (Lit 65) westbound and one hundred and ten Lire (Lit. 110) eastbound per soul.

The Austro Americana to have not less than 26 sailings both east-and westbound each year.

The Austro Americana to retire from the Italian westbound business.

The agreement to run concurrently with the Agreement between Groups 1 and 2 as mentioned in Minute No. 1.

3. An Agreement was concluded between the di-
7193 rect Mediterranean Lines referred to as Groups 1 and 2 in Minute No. 1 and Cie. Générale Transatlantique as per „Special Agreement A" attached hereto. The westbound percentage being altered from 11 to 10.50%.

It was also agreed to include the American and White Star Lines for their eastbound Italian, Greek and Oriental carryings by their English channel services with a percentage of .... in this agreement.

The agreement to run concurrently with that between Groups 1 and 2 mentioned in Minute No. 1.

4. The Lines having direct services from Italy bind themselves not to attempt to book Continental
7194 passengers westbound nor eastbound and specially not to quote special rates or commissions for such business.

The indirect Continental Lines and indirect British Lines, parties to this agreement, except as specially provided for, undertake not to endeavor to book Italian steerage passengers westbound or eastbound, by quoting special rates and/or commissions for such business. The same obligation refers to the other Lines of the Atlantic Conference except the Cunard Line. The parties to this agreement undertake not to

Petitioner's Exhibit 716 7195

give their consent to any special rates being quoted for Italian business.

5. In the event of any difference of opinion arising regarding the interpretation of any of the foregoing Minutes the question shall be referred to arbitration. The arbitration proceedings to be conducted according to Article 29 of the Agreement between the direct Mediterranean Lines dated February 8th 1909.

6. Article 3 of the Main Agreement with regard to the number of departures for both Groups 1 and 2 is affirmed in principle and is to be included in the detailed agreement. 7196

7. The parties other than the Italian Lines undertake to negotiate with the Cunard Co. to secure their entry into the pool and they undertake that under no circumstances shall the Italian Lines be called upon to contribute to the Cunard Co. more than their share of six per cent (6%). But the other Pool Lines reserve to themselves the option of either assuming for their own account any excess over six per cent (6%) which may have to be given to the Cunard Co. or of declaring the negotiations for the establishment of a Pool to be at an end.

8. It is agreed that the Compania Trasatlantica Espanola joins the Pool, receiving an allotment of 2% eastbound and 2% westbound of the Mediterranean steerage traffic carried by the Lines of Groups 1 and 2 mentioned in Minute No. 1 and their own carryings. The compensation rate to be 110 Lire per soul. 7197

HAMBURG-AMERIKA-LINIE signed Ad. Storm.
Norddeutscher Lloyd signed Heineken
WHITE STAR AND AMERICAN LINES signed I. Bruce Ismay.
ANCHOR LINE signed A. C. F. Henderson.

7198 *Petitioner's Exhibit 716*

Compania Transatlantica	signed G. de los Rios.
Austro Americana	signed O. Cosulich.
Cie. Gle. Transatlantique	signed Ch. Tattet.
Fabre Line	signed Cyp. Fabre & Cie.
Navigazione Generale Italiana Lloyd Italiano Sicula Americana	signed Crespi.
Lloyd Sabaudo	signed Alesso Cerruti di A.
Italia	signed T. Ferrari.
La Veloce	signed D. Brunelli.

7199

9. The Austro-Americana's share Eastbound to be fixed by Mr. Wilding, as sole arbitrator. Mr. Wilding's decision to be limited between four and five percent of the traffic referred to in the agreement with the Austro-Americana; the share so established to be effective from the beginning of the Pool.

Paris, 7th February 1909.

(signed) Heineken, Chairman. (signed) O. Cosulich.

7200 MEDITERRANEAN CONFERENCE.

Minutes of Meeting, held at the Hotel Meurice, Paris Feb. 8th 1909.

10. Noted that the following cable had been dispatched from Secy. Peters to Secy. Sandford.

„Medit. conference agreed fix minimum prepaid „rates, Fabre 37 1/2, Anchor 35 1/2, Spanish 33 1/2, „all other 38 1/2, any line may quote higher, circulars „to be mailed February 8th, Eastbound general ad- „vance recommended effective until 31st May when „new agreement operates."

Petitioner's Exhibit 716

7201

11. The American and White Star Lines claim a percentage of 4,53% for their English channel services under Special Agreement A on the total Eastbound Mediterranean steerage traffic as defined in Article 1 of that Agreement and also including the carryings of the Prince and Greek Lines. As the Italian Lines do not agree the American and White Star Lines claim to have the question settled by arbitration, but the Italian Lines do not recognise the right of the American and White Star Lines to claim arbitration.

12. It was agreed that the stipulations of the principal contract concluded between the Lines belonging to Groups 1 and 2 should apply also to the Agreement effected between those Lines and the Austro Americana, so far as such stipulations are applicable. 7202

Passengers by the Austro Americana to and from Austrian and Hungarian ports are excepted from this contract.

This Minute refers to Minute No. 2 of the meeting of Feb. 6th 1909.

HAMBURG-AMERIKA LINIE (signed) pr. Dr. Murken.
NORDDEUTSCHER LLOYD (signed) Heineken.
ANCHOR LINE (signed) C. A. Nicholl.
WHITE STAR LINE (signed) A. B. Cauty.
PPON. CYP. FABRE & CO. (signed) Jules Guez. 7203
AUSTRO AMERICANA (signed) O. Cosulich
FOR ALL ITALIAN LINES (signed) D. Brunell.

7204 *Petitioner's Exhibit 716*

MEDITERRANEAN CONFERENCE.

Minutes and Byelaws.

13. Resolutions of Agents Meetings. No resolutions that may be adopted at the meetings of Italian representatives, that are contrary to the terms of the Mediterranean steerage Traffic Agreement of February 8th 1909, are binding on the Lines.

(Circular letter M Nr. 21 of 30./3. 09.)

14. White Star and American Lines' percentage
7205 Special Agreement A. It is agreed that the percentage of Eastbound business allotted to the American and White Star Line under clause b, article 2, of Special Agreement A, dated Paris February 6th 1909 is fixed at 4.70%.

This cancels the reference to arbitration under Mediterranean Conference Minute Nr. 11.

(Circular letter M Nr. 22 of 31./3. 09.)

Jena, 19. April 1909.

MEDITERRANEAN CONFERENCE.

7206

Byelaw.

15. Azores II. Class rate. Agreed, that in modification of Art. 4 the second class rate between Azores and ports of United States and Canada shall be at least £ 10.

(Circular letter M Nr. 186 of Aug. 31st 1909.)

Jena, August 31st 1909.

Petitioner's Exhibit 716 7207

MEDITERRANEAN CONFERENCE.

BYELAW.

16. Steerage Round Trip tickets. No reduction is allowed upon steerage round trip tickets east & westbound.

The price of the round trip ticket is obtained by the addition of the east and westbound rates.

(Circular letter M Nr. 204 of Sept. 10th 1909.)

Jena. September 10th 1909. 7208

MEDITERRANEAN CONFERENCE.

MINUTES OF MEETING,

PARIS, NOVEMBER 3rd 1909.

17. The Chairman gives expression to the feeling of sympathy on the part of the Mediterranean Conference on the loss which has been inflicted upon the Cunard S. S. Co. by the death of their Chairman Mr. Watson, and the Cie. Gle. Transatlantique of their Director Mr. Tattet, and the Secretary is requested to convey this expression to the respective companies, and likewise to the families of the deceased. 7209

18. With reference to the negotiations with the Greek Lines it is unanimously agreed that their withdrawal from the Italian business is an indispensable condition. Likewise the Lines are unanimous that an agreement with the Greek Lines would be preferable to the present state of things, provided the Greek Lines will accept reasonable terms. A Committee is appointed consisting of Messrs: Commendatore

7210 *Petitioner's Exhibit 716*

Crespi, Cauty, Seyde, Guez, Cosulich, Dr. Murken and the Secretary to discuss what terms can be offered to the Greek Lines and to hear what the Greek Lines have to say.

19. With the view to arrange an adjustment in the eastbound traffic the following changes in eastbound rates will be made:

White Star Line	advance to	$ 40.—
Trasatlantica	" "	33.—
Cie. Gle. Transatlantique	" "	42.—
" " " Touraine	" "	40.—
7211 " " " Chicago, Bretagne	" "	38.—
Austro Americana Martha Washington advance	" "	40.—
Austro Americana other steamers	" "	35.—

White Star and American Lines channel service will consider what they can do.

20. The Italian Lines will communicate every month to the Secretary the position of the individual Lines in the pool, both east and westbound between themselves, as soon as the respective statement has been prepared.

7212 21. The Group 1 Lines may change their rates for adjustment purposes amongst themselves provided the changes are in accordance with Arts. 10 and 13 and do not prejudice their position vis-à-vis Group 2.

22. As to the westbound position of the White Star Line the following measures have been taken:

1. Sub-agents commission reduced to Lire 10.—
2. Free forwarding between Palermo and Naples discontinued.

23. As to free transportation from Palermo and/or Messina to Naples westbound, Italian Lines are

negotiating with the Commissariate and will inform the other Lines of the result. In the meantime the matter is left in abeyance. In the meantime the Anchor Line reserves the right to give free transportation from Messina to Palermo in the event of any direct steamers from Messina. Eastbound all Lines will quote higher fares to Palermo and Messina than to Naples, except for pool adjustment purposes. Free forwarding from Naples to Palermo and/or Messina to be used only as a measure of adjustment. The difference in rate between Palermo/Messina and Naples to be not less than $ 2 1/2.

7214

24. With regard to secretly paying extra commission it must be appealed to the respectability of the Lines. Attention is called to Art. 11. As a principle it is acknowledged for westbound business that Lines in excess reduce their commission, but they cannot be obliged to reduce it below L. 10.—. If a Line within a reasonable time after it has thus reduced its commission should not decrease its excess, then the short Lines have to make proposals for increasing their commission.

25. American R. R. Commission. Nothing can be done for the present. Art. 16 is temporarily suspended and Lines are at Liberty to allow their agents 7215
the whole of the commission which they get themselves. This matter to be considered when further information is received from Mr. Sandford.

26. The question of American Line's and White Star Line's right to carry Italian passengers via channel ports westbound is to be referred to arbitration. Dr. Hansen to act as sole arbitrator.

27. The question whether the Fabre Line's Azores steeragers by their steamers not calling at Italian ports westbound come under the regulation of Art. 5 sec-

7216 *Petitioner's Exhibit 716*

tion 4 is likewise referred to arbitration. Mr. Wilding to be sole Arbitrator, and the North German Lloyd undertake to draw up the statement for the other Lines.

28. The application of the White Star Line to give them liberty to carry by their Boston service up to 100 Italian conscripts at the same terms as the Italian Lines carry such conscripts is declined.

29. The 0.36% which have been awarded to the Austro Americana by arbitration in addition to the 4% allotted to them in Minute 2 of the Meeting of
7217 February 6th 1909 are to the charge of the Group 2 Lines exclusively.

30. Beginning with November 1st the eastbound share of the Austro Americana is to be based on the traffic specified in minute 2 of the Paris Meeting February 6th 1909 except Lines not in the Conference at this date, and in consideration of carryings of outside Lines no longer being taken in account, the share of the Austro Americana is increased to 4.50% of which however 4.12% are to be charged to the Groups 1 & 2 Lines whilst 0.38% (the equivalent of the 0.36% as mentioned in Minute 29) are to the charge of the Group 2 Lines only which 0.38% are to be
7218 adjusted at the close of the pool year.

31. The matter of the Navigazione's new service to Boston is to be referred to arbitration.

32. The Lines are agreed in principle that it is desirable to come to an agreement in cabin business. A Committee was appointed consisting of:

Mr. Brunelli for Italian Lines
" Storm for Hamburg Amerika Linie
" Nicholl for Anchor Line
" Heineken for Norddeutscher Lloyd

" Cauty for White Star Line
" Lister for Cunard Line
" Sagot for Cie. Gle. Transatlantique
" Guez for Fabre Line

33. The Naples agents of all Lines shall meet forthwith and consider a basis for a freight pool for the traffic from Italy to United States and Canada, and shall submit their proposals to the Lines not later than 27th November. Statistics showing number of sailings weight and measurement cargo carried and net freight earnings to be prepared for consideration for the years 1905, 6, 7 & 8 by the Naples agents. 7220
The Lines agree to meet at Florence 13th December to discuss the agents' proposals. Cunard Line will notify the Lines through the Secretary a few days after receipt of the statistics from the Naples agents whether or not they are prepared to attend a meeting.

34. The names of the Banks on which the Securities of the Lines are drawn were read and agreed.

35. The next meeting is fixed for the first Thursday in May 1910 at Venice, Excelsior Hotel.

36. The following cable was sent to Mr. Sandford: "No Lines to take excess passengers of Greek Lines except at regular rates. Spanish Line has increased 7221
rate to thirty three."

37. The Committee appointed to recommend an agreement for cabin business reports that owing to the wide differences in the opinion of the Lines as to minimum rates no result was obtained.

38. It was agreed that the Cunard Co. are to be compensated for the passengers booked at fighting rates for the "Argentina" and transferred to the "Carpathia" from New York September 1st.

7222 *Petitioner's Exhibit 716*

39. It was agreed that the Cia. Trasatlantica Espanola are not to receive compensation westbound for the first pool year should they be in the minus, and in consideration of this the Cia. Trasatlantica Espanola shall not participate in the compensation payments to fighting steamers eastbound or westbound during the same period.

The committee appointed under Minute 18 having reported that repeated negotiations with the Greek Lines had failed on account of quite unreasonable demands on their part it was resolved to continue the
7223 fight in the following manner (This is an addition of the Secretary in order to make connections with Minute 18).

FIGHTING GREEK LINES.

40. Westbound: Austro Americana undertake to take for Greeks and Orientals no higher rate than leaving them L. 60.— net including United States head tax; in consideration of which the Lines agree to drop the compensation at the rate of Fr. 20.— incurred since 15th August. Any excess over L. 60.— shall be distributed between Groups 1 and 2 and the Austro Americana *pro rata* of their shares since 1st November.

7224

41. All the other Lines parties to the Westbound Agreement are obliged to take for Greek and Oriental passengers a rate of L. 50.—net off Naples including U. S. and Italian head tax. Such passengers to be reported to the Secretary but not to be accounted for in the Pool between Groups 1 and 2 and subsidiary Lines. This to apply as long as the Italian Government does not prevent the Lines to take this rate.

42. Mr. Cosulich undertakes to draw up a scheme for an eventual Line from Greece which will be submitted to the Conference.

Petitioner's Exhibit 716 7225

43. Eastbound: Leave New York Committee to suggest to Mr. Crespi and Mr. Heineken the measures they advise for this purpose. Mr. Crespi and Mr. Heineken communicating with each other and giving definite instructions in the name of all Lines to the New York Committee informing the other Lines of what has been done. The Lines accept the decision of these two gentlemen. Any compensation for difference in net rates to be borne by all the Lines *pro rata* their pool share. It is understood that the Committee has no power to delay the departure of a steamer. The Committee may extend the fight to Italian business if necessary, but only after December 15th. The parties to the subsidiary agreement participate in the expenses incurred in the fight for Greek and Oriental business *pro rata* of their share. Each Line has the right to withdraw from the agreements for fighting Greek Lines for westbound and eastbound business after having given fourteen days' notice, but without retrospective effect. 7226

ANCHOR LINE	signed C. A. Nicholl.
AUSTRO AMERICANA	signed O. Cosulich.
CIA. TRASATLANTICA	signed Echevarria.
CIE. GLE. TRANSATLANTIQUE	signed Dal Piaz.
CUNARD LINE	signed S. J. Lister.
FABRE LINE	signed Cyp. Fabre & Co. 7227
HAMBURG-AMERIKA LINIE	signed Ad. Storm.
ITALIA	signed F. Ferrari.
LA VELOCE	signed O. Brunelli.
LLOYD ITALIANO	signed O. Biancardi.
LLOYD SABAUDO	signed Cesare Conti.
NAVIGAZIONE GEN. ITALIANA	signed Crespi.
NORDDEUTSCHER LLOYD	signed Heineken.
SICULA AMERICANA	signed Gug. Peirce.
WHITE STAR & AMERICAN LINES	signed A. B. Cauty.

7228 **Petitioner's Exhibit 717.**

AGREEMENT E E

on First and Second Class business.

It has this day been agreed by the following Atlantic Steamship Lines, viz:

Allan Line, American Line, Anchor Line, Atlantic Transport Line, Canadian Pacific Ry. Co., Cie. Gle. Transatlantique, Cunard Line, Dominion Line, Donaldson Line, Hamburg-American Line, Holland-America Line, Leyland Line, Norddeutscher Lloyd, Red Star Line, White Star Line, hereinafter known as
7229 the Atlantic Conference, of the first part, and the

Canadian Northern Steamships Limited,

hereinafter known as the Royal Line, of the second part, as under, viz:

1) The Royal Line becomes a party to the appended Agreement "V" for first class buisness, dated London 5th February, 1908, and Agreement "W," for second class business of same date together with appendices attached thereto and agree to all clauses and conditions thereof, and amendments thereto made by Minutes of the Atlantic Conference, as per annexed extracts.

7230 2) The steamers at present in the service of the Royal Line, viz., S. S. "Royal Edward" and S. S. "Royal George" to be rated on the same basis as the S. S. "Empress of Britian" and S. S. "Empress of Ireland," viz., £18 first class and £10.5.0 second class.

3) The Royal Line to have equal privileges with the other Canadian Lines under clause 5(a) and 11(b) of Agreement "V" and appendices 1 and 3 thereto, clause 7(b) and appendix 2 to Agreement "W."

Petitioner's Exhibit 717 7231

4) The First and Second Class ocean rates scheduled as in operation at this date are understood to be the minimum ocean rates that can be accepted. No application for reduced rates that may be made to either party by any Society or Body, can at once be acceded to. Any such application must be sent by the party receiving it to the Secretary and placed before both parties, and all members of both parties must be unanimous before any action can be taken in regard thereto.

Jena, September 6th, 1910. 7232

The Royal Line to table with the Secretary for the information of the other parties particulars of any commitments or concessions of reduced rates granted to any Society, Body or Government, if any, now in operation. Such commitments or concessions to terminate on the expiry of the period for which they have been made, and not to be renewed.

5) This Agreement is subsidiary to, and forms part of, Agreements "V" and "W" attached hereto.

For the Atlantic Conference,
(Signed) JOHN AITCHISON.

For the Royal Line, 7233
(Signed) SCOTT GRIFFIN,
Manager.

Liverpool, August 15th, 1910.

7234 **Petitioner's Exhibit 718.**

AGREEMENT D D

on Continental Third Class Business Westbound.

It has this day been agreed by the following Steamship Lines, viz:

Allan Line, Anchor Line, Dominion Line, White Star Line, Hamburg-American Line, American Line, Cunard Line, Donaldson Line, Red Star Line, Norddeutscher Lloyd, Holland-America Line, known as the Atlantic Conference, of the one part, and the

Canadian Northern Steamships Limited,

7235 hereinafter referred to as the Royal Line, of the other part, as under:

1) The Royal Line agree to maintain for Westbound Continental Third Class Passengers a rate not lower than the lowest Continental rate of any other British Canadian Line member of the Atlantic Conference, except from Libau, where they may take the lowest rate of any British Conference Line.

2) The Royal Line to be at liberty to carry Third Class passengers for the Uranium Company only in the event of one of the latter Company's steamers being prevented from sailing, owing to breakdown, of which satisfactory evidence must be produced, as for

7236 instance a Lloyd's certificate.

Signed on behalf of:

Atlantic Conference,

(Signed) JOHN AITCHISON.

Royal Line,

(Signed) SCOTT GRIFFIN,

Manager.

Liverpool, August 15th, 1910.

Jena, September 6th, 1910.

Petitioner's Exhibit 719. 7237

AGREEMENT C C.

Between the following S. S. Lines,

The Allan Line Steamship Co., Lim., Glasgow,

The Anchor Line (Henderson Brothers) Lim., Liverpool.

The Cunard Steamship Co., Lim., Liverpool,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, (Holland Amerika Lijn) Rotterdam,

Norddeutscher Lloyd, Bremen, 7238

Société Anoyme de Navigation Belge Américane (Red Star Line), Antwerp,

International Mercantile Marine Co. (except the Société Anonyme Belge Américaine, Red Star Line, Antwerp) New Jersey,

Canadian Pacific Ry. Co. (Atlantic Steamship Lines), Montreal, hereafter called the Atlantic Conference, of the first part, and the

Canadian Northern Steamships Ltd., hereinafter referred to as the Royal Line of the second part the following Agreement has been concluded:

Art. 1. 7239

The Atlantic Conference guarantee to the Royal Line 1.15% as their share, of the entire steerage traffic forwarded by the parties to this Agreement from the United States of America and Canada, to all European ports in vessels owned, leased, chartered, or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar (Oriental passengers means passengers to or from Greece, Africa & Asia).

7240 *Petitioner's Exhibit 719*

Art. 2.

All passengers forwarded in any intermediate class between steerage and cabin as defined in Art. II are to be considered as steerage passengers in the sense and meaning of this contract.

Intermediate, or even cabin passengers, are steeragers, unless they pay at least the lowest cabin fare as defined in Art. II.

In the event of a breakdown of a steamer or other unforseen occurrence necessitating the transfer of third class passengers to another Line, the Line carry-
7241 ing the passengers must pool them, except that if the Line to which the passengers are transferred is not a party to this Agreement as far as those passengers are concerned, then the Line for which the passengers were booked must account for them to the Pool.

Jena, September 6th, 1910.

Art. 3.

The percentage of the Royal Line is subject to their effecting eastbound not less than 21 sailings and not more than 26 sailings in a calendar year. For every
7242 sailing less than 21 sailings east the percentage shall be reduced by 1/21st.

Art. 4.

If the Royal Line transfer their business in part or in whole to a successor or if an amalgamation with another Line takes place, they are bound to make it binding upon their successors to enter into this contract and to become a party to it with all the rights and obligations arising out of it, and their security devolves upon such successor.

Petitioner's Exhibit 719 7243

Art. 5.

If the number of steeragers carried by the Royal Line in any year exceeds their share as per Art. 1, they have to pay to the Atlantic Conference Lines a compensation of £4—for each passenger (soul) carried in excess of their share.

On the other hand, when they are short of their share, the Atlantic Conference Lines have to pay them likewise a compensation of £4—p. soul for their shortage.

The compensation rate is subject to change, if such 7244
a change is agreed upon by the Atlantic Conference Lines for the accounts between themselves.

Art. 6.

The Secretary of the Atlantic Conference will make up monthly provisional accounts, showing the amount of compensation due to or by the Royal Line and he will notify the party, which has to pay. These payments to be made within a fortnight after receipt of such notification.

Final settlements will be made for each calendar year on the basis of a compensation account, prepared by the Secretary, to comprise the entire year. Ob- 7245
jections against these final accounts to be made within four weeks of receipt of same by the Lines, failing which the accounts shall stand.

Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

Art. 7.

The Royal Line undertake to arrange their service in such a manner that the number of steeragers which

7246 *Petitioner's Exhibit 719*

they actually carry, corresponds as nearly as possible with the number allotted to them by this contract, the payment of compensation money not being the intent and object of this contract, but merely the means of deterring either party from overcarrying its percentage allotment.

Art. 8.

a) For the purpose of the compilation of the compensation accounts the Lines, parties to this Agreement, have to furnish to the Secretary every 7th,
7247 15th, 23rd and last day of a month their statistics of the steeragers, and also 2nd Cabin passengers, carried by them in the week ending with these respective dates and the destination of the steamer. First class numbers to be furnished to the Secretary for statistical purposes.

b) Passengers deported by Government authorities shall be deducted from the number of steeragers to be accounted for to the pool. Live stock attendants are likewise not to be accounted for.

c) Passengers who are transported free or against payment of the cost of subsistence westbound or east-
7248 bound upon request of the Government shall be treated in like manner.

d) Persons belonging to the Board, the staff or the crew of any party to this Agreement as also their wives and children need not to be acounted for, if they receive free passage or passage at reduced rates.

e) All steerage passengers, whether booked at regular or reduced rates, have to be pooled under this Agreement, except those excepted under paragraphs b, c, d, of this clause.

 7249

f) A fine of £5—shall be imposed upon any Line delaying the delivery of the statistics for more than three days.

g) The Secretary has to furnish to the parties weekly the statistics of the passengers carried, and monthly a statement showing the position of the parties versus each other and not later than the 15th of each month for the preceding month.

Art. 9.

In case the results thus obtained show that the 7250
Royal Line have exceeded their proportion or have remained below it, they are bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures in operation they must inform the Secretary of the measures proposed to be adopted.

Art. 10.

The Royal Line have not the right to alter their steerage rates without having previously informed the Secretary, and they must not make special rates, either in Europe or in America, without previous assent 7251
of the Atlantic Conference.

Art. 11.

Unless otherwise agreed upon the lowest second cabin rate of the Royal Line eastbound must be at least $10—higher than the highest third class rate of the respective steamer. In case third class and steerage passengers are carried the basis for fixing the second class rate shall be the third class rate.

7252 *Petitioner's Exhibit 719*

Art. 12.

a) The commission to agents in America and Canada to be as fixed by the New York Conference.

b) The agents of the Royal Line shall not book or interest themselves in the booking of passengers for Lines not parties to this contract or not connected by Agreements with the Atlantic Conference or the N. D. L. V. Lines.

Art. 13.

7253 a) The Royal Line undertake to comply with Art. 8 of the General Rules third series of the Continental Conference which reads as follows:

No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line, unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference Line.

b) The Royal Line shall be responsible for their agents and employees or other representatives in this sense, that they are bound to dismiss an agent etc. who in respect to another Line has disregarded the
7254 stipulations of Art. 13a. All the other Lines are also bound to break off all and every direct or indirect business connection with such agent.

c) They further undertake to send to the Secretary any printed matter and circulars sent to agents in relation to steerage and Second Cabin business.

d) Article 13 applies in its entirety to circulars or publications issued both in America and Europe.

Petitioner's Exhibit 719 7255

Art. 14.

For the faithful performance of the conditions of this agreement the Royal Line have to deposit with the Secretary an accepted bill of the same form as those agreed to by the British Atlantic Conference Lines, and to the amount of £1150. This bill is only payable if it is accompanied by an award of the arbitrator provided for in Art. 19 of this Agreement, or by the award of another arbitrator agreed upon. The securities given by the Atlantic Conference Lines under Agreement A. A. shall also apply to this contract. 7256

Art. 15.

The security given shall be considered the amount of liquidated damages and thus entirely forfeited, if the Royal Line unduly withdraw from the present contract before its expiration, or if they resort to actions which render the continuance of this present contract impossible and which are therefore to be considered equivalent to a withdrawal from this present contract as f. i. refusal to pay compensation or failure to replenish the security mentioned in Art. 14 within 14 days or assisting directly or indirectly a new opposition Line, or starting, or assisting a Line whereby the business as defined in Art. 1 would be interferred with. 7257

Art. 16.

a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such a penalty exceed the amount of the security given by the individual Line at fault.

7258 *Petitioner's Exhibit 719*

b) The amount of penalty to be in each case not less than £250—for each contravention or infraction, except as provided for in Art. 8.

c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £1000.

d) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the award, the security will be realized and the amount
7259 of such penalty forfeited.

Art. 17.

The execution and control of the fulfilment of the stipulations of this contract is confided to the Secretary of the Atlantic Conference. He must have access to the passenger office of the Royal Line and can there examine all books, correspondence etc., so far as he may deem it practicable to satisfy him that the terms of this contract have been complied with. He has to act as mediator in general in the transactions between the parties, so far as such transactions
7260 appertain to matters relative to this contract, and it is his duty to use every exertion to settle difficulties amicably.

Art. 18.

The Royal Line have to contribute to the office expenses of the Secretary of the Atlantic Conference in the proportion of their percentage allotment under this agreement.

The salary of the Secretary shall be paid by the Lines in equal parts.

Petitioner's Exhibit 719 7261

Art. 19.

All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agreement, shall be settled by Arbitration as follows:

(a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party com- 7262
plained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days 7263
from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Germany.

(d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended

7264 *Petitioner's Exhibit 719*

reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes
7265 within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.

(g) The damages for breech of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 19.

7266 (h) Damages shall be payable within eight days from the date of the notification of the award.

(i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.

(k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award have power to re-open and re-consider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law court against which all right or appealing is exhausted, and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be. 7268

(l) Any disputes arising under this Agreement shall be settled according to the law of the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable. 7269

(n) In case of Arbitration taking place in Germany, the German law will apply, both the manner in which the arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

7270 *Petitioner's Exhibit 719*

Differences which may arise after the expiration of this contract, before the accounts are finally closed, shall still be subject to arbitration, and the securities given will not be released until the final accounts are settled.

Art. 20.

The Royal Line agree that in all cases in which resolutions have to be taken with regard to existing differences of opinion as to the terms and conditions of the present contract, as also in the case of all decisions by the Atlantic Conference Lines or by the arbitrator, not only this contract, but also the tenor and especially the spirit of the Atlantic Conference Contract which is the basis of this agreement and if which they have received a copy is to be taken in consideration.

7271

Art. 21.

All resolutions passed by the Atlantic Conference Lines relating to the Atlantic Conference contract and all alterations and additions shall be binding on the Royal Line after they are communicated to them by the Secretary.

7272

Art. 22.

This Agreement commences to operate 1st September, 1910, and is concluded for the period from 1st September, 1910, to February 28th, 1911, and shall after this latter date continue from year to year, unless due notice be given to the Secretary of the Atlantic Conference by either party not later than 1st December of the intention of terminating same at the next February namely, in the first instance 1st De-

Petitioner's Exhibit 719 7273

cember, 1910. Accounts being closed at the end of each calendar year, the period during which this Agreement operates in 1910, being from 1st September to 31st December—thus only for 4 months—the sailings referred to in article 3 shall be 6 minimum and 8 maximum for this period. The last period, in case of this agreement terminating on a 28th February, will consist of 14 months from 1st January to 28th February of the subsequent year, the number of sailings to be altered proportionally.

Signed on behalf of:

Atlantic Conference,

(Signed) JOHN AITCHISON, 7274

Canadian Northern Steamships Limited Royal Line,

(Signed) SCOTT GRIFFIN,

Manager.

Liverpool, August 15th, 1910.

7275

7276 **Petitioner's Exhibit 720.**

SPECIAL AGREEMENT E.

Between the following Steamship Companies engaged in the transporation of Italian, Greek and Oriental steerage passengers to and from North America namely:

7277 1. Group "A"
Italia
La Veloce
Lloyd Italiano
Lloyd Sabaudo
Navigazione Generale Italiana
Sicula Americana
Anchor Line
Fabre Line
Hamburg-Amerika Linie
Norddeutscher Lloyd
White Star Line

2. Austro Americana.

3. Hellenic Transatlantic Steam Navigation Co. the following contract has this day been concluded.

Article 1.

7278 The contract shall cover:

Westbound.

All Greek and Oriental steerage passengers embarked in Mediterranean ports for ports of the United States and / or Canada, by the Lines referred to under Group "A," and the total steerage carryings of the Austro-Americana, the Hellenic Transatlantic Steam Navigation Co. and The National Steam Navigation Co. Ltd. of Greece, from Greek and / or Oriental ports to the United States and / or Canada, whatever their nationality may be.

Petitioner's Exhibit 720

Greek and Oriental passengers are passengers originating from Greece, European Turkey, Asia and Africa. 7279

Jena, July, 1910.

Eastbound.

All steerage passengers carried by the Austro-Americana, the Hellenic Transatlantic and the Greek National Steam Navigation Co. coming from the United States and / or Canada and disembarking in Greek or Oriental ports whatever their destination may be. 7280

Article 2.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract, are fixed as follows:

Westbound.

The Lines referred to under Group "A"	30%
The Austro-Americana Hellenic Transatlantic Steam Navigation Co. The National Steam Navigation Co. of Greece	70%
	100%

7281

The share of 70% allotted to the three direct Lines is divided amongst themselves in such a way that the Hellenic Transatlantic S. N. Co. receives the equivalent of 16% (Sixteen per centum) of the total Greek and Oriental steeragers carried by the Lines parties to the Mediterranean and Atlantic Conferences from Mediterranean, Continental and / or British ports to the United States and / or Canada, while the remainder represents the share of the Austro-Ameri-

7282 *Petitioner's Exhibit 720*

cana and the National Steam Navigation Co. Ltd. of Greece.

Parties to the Mediterranean Conference for the purpose of this agreement are:

The Lines referred to under Group "A," and
The Cunard Line
Austro-Americana
Compagnie Générale Transatlantique
Compania Transatlantica
Hellenic Transatlantic S. N. Co.
National Steam Navigation Co. Ltd., of Greece,

7283 and Parties to the Atlantic Conference are the following Lines:

Allan Line
American Line
Dominion Line
Holland America Line
Red Star Line

besides those referred to above, already Parties to the Mediterranean Conference, which have North Atlantic Services.

Eastbound.

Hellenic Transatlantic S. N. Co.	46%
National Steam Navigation Co.	27%
7284 Austro-Americana	27%
	100%

The direct Lines to Greece shall quote an Eastbound rate for Greek and Oriental ports which shall not be lower than the rates quoted for same destinations via Naples by Conference steamers of similar size, class and speed. The Greek Lines will therefore for the present quote for Greek and Oriental ports the same rates as quoted by the Austro-Americana, with the exception of the S/S "Martha Washington;" for this steamer a $4—higher rate will be quoted.

The Austro-Americana binds itself to call at least on 18 voyages Eastbound at Greek ports; for every sailing less than 18, the percentage of the Austro-Americana shall be reduced by one-eighteenth. The 18 voyages will be effected proportionately by all Austro's steamers including "Martha Washington" and spread evenly over the 12 months.

Article 3.

The percentages of the Hellenic Transatlantic S. N. Co. are subject to their effecting both East and Westbound not less than eleven sailings during the course of each twelve months. For every sailing less than eleven, either East or Westbound, the percentage shall be reduced by one-eleventh, East or West, as the case may be. 7286

The first Contract period covering only six months, *i. e.* from the 1st January to the 30th June, 1910. The number of sailings to be effected during such period to be six and the eventual reduction to be one-sixth.

In the event of the National Steam Navigation Co. of Greece performing one voyage less than the minimum number stipulated in their agreement and the Hellenic Transatlantic Steam Navigation Co. effecting at least one voyage more than the minimum number stipulated in this Agreement, the percentage for the one non-effected voyage thus forfeited by the former Company shall be added to the share of the latter Company. 7287

Article 4.

If the number of steeragers carried by the Hellenic Transatlantic S. N. Co. exceeds their share as per Article 2, they have to pay; on the other hand, if they are short of their share, they have to receive a

7288 compensation of Lire 110. (One hundred and ten Lire) for each passenger carried in excess or short of their share.

Article 5.

The Lines referred to under Group "A" bind themselves not to call with their Ocean steamers at Greek and Oriental ports for carrying steerage passengers to and from United States and / or Canada. The Hellenic Transatlantic Steam Navigation Co. binds itself not to call at any other port except ports in
7289 Greece, European Turkey, Asiatic Turkey, Malta (calling eastbound excluded) and Egypt for the carriage of steerage passengers to or from the United States and / or Canada, and not to attempt to book British, Continental and / or Italian steerage passengers, East or Westbound, and specially not to quote special rates and commissions for such a business.

Should Greek legislation prevent the Group A Lines from carrying Greek and Oriental passengers via Naples their above obligation not to call with their ocean steamers at Greek and Oriental ports becomes void with the day such law or ordinance becomes operative. In such case the Group A Lines undertake
7290 not to quote lower rates than the Greek Lines except for adjustment purposes.

Article 6.

As a guarantee for the faithful performance of the conditions of this Contract, the Hellenic Transatlantic S. N. Co. will deposit forthwith with the Secretary a Bank guarantee amounting to Lire 125,000 (one hundred and twenty-five thousand Lire) through the Banca Commerciale Italiana, Milan, or any other Bank recognized by the Lines.

Petitioner's Exhibit 720

In the case of the other Lines, parties to this Contract, the deposits made under the terms of the principal Contract answer also for the fulfilment of the present Agreement.

Article 7.

For the rest the stipulations of the principal Contract concluded between the Lines referred to under Group "A," known as the "Mediterranean Steerage Traffic Agreement of February 8th, 1909," shall apply to the present Contract.

Article 8.

This Contract has been concluded for the period from 1st January, 1910 to 30th June, 1911, and shall after that date continue from year to year unless one of the Parties gives notice of withdrawal three months before the termination of this period.

This present Contract however, ceases to exist on the day on which the principal Contract concluded between the Lines referred to under Group "A" expires.

Article 9.

In the event of any new Greek Steamship Company, or any other Company in which the Greek Companies may be interested or not, entering the Greek and / or Oriental Steerage business to and / or from the United States and / or Canada, the Lines under Group "A" and the Austro-Americana have the right to terminate this agreement forthwith.

7294 *Petitioner's Exhibit 720*

Article 10.

If the Hellenic Transatlantic S. N. Co. transfer their business in part or in whole to a successor or if any amalgamation with another Line takes place, they are under obligation to make it binding upon their successors to enter into this Contract and to become Parties to it, with all the rights and obligations arising out of it, and their security devolves upon such successor.

7295

SPECIAL AGREEMENT F.

Between the following Steamship Companies engaged in the transportation of Italian, Greek and Oriental steerage passengers to and from North America namely:

7296 1. Group "A"
Italia
La Veloce
Lloyd Italiano
Lloyd Sabaudo
Navigazione Generale Italiana
Sicula Americana
Anchor Line
Fabre Line
Hamburg-Amerika Linie
Norddeutscher Lloyd
White Star Line

2. Austro Americana

3. National Steam Navigation Co. Ltd. of Greece

the following contract has this day been concluded.

Petitioner's Exhibit 720 7297

Article 1.

The contract shall cover:

Westbound.

All Greek and Oriental steerage passengers embarked in Mediterranean ports for ports of the United States and / or Canada, by the Lines referred to under Group "A," and the total steerage carryings of the Austro-Americana, the Hellenic Transatlantic Steam Navigation Co., and the National Steam Navigation Co., Ltd. of Greece, from Greek and / or Oriental ports to the United States and / or Canada, 7298
whatever their nationality may be.

Greek and Oriental passengers are passengers originating from Greece, European Turkey, Asia and Africa.

Jena, July, 1910.

Eastbound.

All steerage passengers carried by the Austro-Americana, the Hellenic Transatlantic and the Greek National Steam Navigation Co. coming from the United States and / or Canada and disembarking in Greek or Oriental ports whatever their destination 7299
may be.

Article 2.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract, are fixed as follows:

7300 *Petitioner's Exhibit 720*

Westbound.

The Lines referred to under Group "A"	30%
The Austro-Americana Hellenic Transatlantic Steam Navigation Co. The National Steam Navigation Co. of Greece	70%
	100%

The share of 70% allotted to the three direct Lines is divided amongst themselves in such a way that the National Steam Navigation Co. receives the equi-
7301 valent of 11% (eleven per centum) of the total Greek and Oriental steeragers carried by the Lines parties to the Mediterranean and Atlantic Conferences from Mediterranean, Continental and / or British ports to the United States and/or Canada, while the remainder represents the share of the Austro-Americana, and the Hellenic Transatlantic S. N. Co.

Parties to the Mediterranean Conference for the purpose of this agreement are:

The Lines referred to under Group "A," and
The Cunard Line
Austro-Americana
Compagnie Générale Transatlantique
7302 Compania Transatlantica
Hellenic Transatlantic S. N. Co.

National Steam Navigation Co. Ltd., of Greece, and Parties to the Atlantic Conference are the following Lines:

Allan Line
American Line
Dominion Line
Holland American Line
Red Star Line

besides those referred to above, already Parties to the Mediterranean Conference, which have North Atlantic Services.

Petitioner's Exhibit 720 7303

Eastbound.

Hellenic Transatlantic S. N. Co.	46%
National Steam Navigation Co.	27%
Austro-Americana	27%
	100%

The direct Lines to Greece shall quote an Eastbound rate for Greek and Oriental ports which shall not be lower than the rates quoted for same destinations via Naples by Conference steamers of similar size, class and speed. The Greek Lines will therefore for the present quote for Greek and Oriental ports 7304
the same rates as quoted by the Austro-Americana, with the exception of the S/S "Martha Washington;" for this steamer a $4—higher rate will be quoted.

The Austro-Americana binds itself to call at least on 18 voyages Eastbound at Greek ports; for every sailing less than 18, the percentage of the Austro-Americana shall be reduced by one-eighteenth. The 18 voyages will be effected proportionately by all Austro's steamers including "Martha Washington" and spread evenly over the 12 months.

Article 3.

7305

The percentages of the National Steam Navigation Co. are subject to their effecting both East and Westbound not less than six sailings during the course of each twelve months. For every sailing less than six, either East or Westbound, the percentage shall be reduced by one-sixth, East or West, as the case may be.

The first Contract period covering only six months, *i. e.*, from the 1st January to the 30th June, 1910. The number of sailings to be effected during such period to be three and the eventual reduction to be one-third.

7306 *Petitioner's Exhibit 720*

In the event of the Hellenic Transatlantic S. N. Co. performing one voyage less than the minimum number stipulated in their agreement and the National Steam Navigation Co. effecting at least one voyage more than the minimum number stipulated in this Agreement, the percentage for the one non-effected voyage thus forfeited by the former Company shall be added to the share of the other Company.

Article 4.

7307 If the number of steeragers carried by the National Steam Navigation Co. exceeds their share as per Article 2, they have to pay; on the other hand, if they are short of their share, they have to receive a compensation of Lire 110. (One hundred and ten Lire) for each passenger carried in excess or short of their share.

Article 5.

The Lines referred to under Group "A" bind themselves not to call with their Ocean steamers at Greek and Oriental ports for carrying steerage passengers to and from United States and / or Canada. The
7308 National Steam Navigation Co. binds itself not to call at any other port except ports in Greece, European Turkey, Asiatic Turkey, Malta (calling eastbound excluded) and Egypt for the carriage of steerage passengers to or from the United States and/ or Canada and not to attempt to book British, Continental and / or Italian steerage passengers, East or Westbound, and specially not to quote special rates and commissions for such a business.

Should Greek legislation prevent the Group A Lines from carrying Greek and Oriental passengers via Naples their above obligation not to call with their

ocean steamers at Greek and Oriental ports becomes void with the day such law or ordinance becomes operative. In such case the Group A Lines undertake not to quote lower rates than the Greek Lines except for adjustment purposes.

Article 6.

As a guarantee for the faithful performance of the conditions of this Contract, the National Steam Navigation Co. will deposit forthwith with the Secretary a Bank guarantee amounting to Lire 100,000 (one hundred thousand Lire) through the Banca Commerciale Italiana, Milan, or any other Bank recognized by the Lines. 7310

In the case of the other Lines, parties to this Contract, the deposits made under the terms of the principal Contract answer also for the fulfilment of the present Agreement.

Article 7.

For the rest the stipulations of the principal Contract concluded between the Lines referred to under Group "A," known as the "Mediterranean Steerage Traffic Agreement of February 8th, 1909," shall apply to the present Contract. 7311

Article 8.

This Contract has been concluded for the period from 1st January, 1910 to 30th June, 1911, and shall after that date continue from year to year unless one of the Parties gives notice of withdrawal three months before the termination of this period.

This present Contract however, ceases to exist on the day on which the principal Contract concluded be-

7312 *Petitioner's Exhibit 720*

tween the Lines referred to under Group "A" expires.

Article 9.

In the event of any new Greek Steamship Company, or any other Company in which the Greek Companies may be interested or not, entering the Greek and/or Oriental Steerage business to and/or from the United States and/or Canada, the Lines under Group "A" and the Austro-Americana have the right to terminate this agreement forthwith.

7313

Article 10.

If the National Steam Navigation Co. Ltd., of Greece transfer their business in part or in whole to a successor or if any amalgamation with another Line takes place, they are under obligation to make it binding upon their successors to enter into this Contract and to become Parties to it, with all the rights and obligations arising out of it, and their security devolves upon such successor.

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Petitioner's Exhibit 721. 7315

Jena, 29th May, 1908.

AGREEMENT H_2

on

Interchangeable First and Second Class Return Tickets.

1. It is agreed from March 1st, 1908 until further notice to make return tickets both First and Second Class, issued by the Lines parties to this Agreement, interchangeable, the holder having the option of returning by any of the following Lines: 7316

Hamburg Amerika Linie
Holland America Lijn
Norddeutscher Lloyd
Red Star Line
Campagnie Générale Transatlantique
Austro Americana
American Line
Atlantic Transport Line
Cunard Line
Dominion Line
Leyland Line
White Star Line 7317

2. Under "Cheque value" is understood the amount paid by the passenger, and the rate of the accommodation to which the ticket entitles the holder of it.

3. To prevent misuse of return tickets, lost, stolen or cancelled, it is agreed that a memorandum be sent the same day by any Line accepting another Line's return-ticket, advising that Line that they have done so with name of passenger number of return ticket and class.

7318 *Petitioner's Exhibit 721*

4. Return tickets to be retained by carrying Line until passenger has gone forward, accounts to be rendered after steamer sails, and the issuing Line to pay the carrying Line the cheque value of the ticket within fourteen days. Settlements between the British and Continental Lines to be made by drafts on London. Settlements between the Continental Lines amongst themselves to be made in Marks.

5. In settlements as in bookings $ 1 = 4 Marks= 4 shillings, = 5 Francs, = 2.40 Dutch Guilder.

7319 6. Each return ticket to state on the face of it, or have attached to it, a slip, stating:

"This Return Ticket entitles the holder to

$ accommodation on this or any of the following Lines (reciting all the Lines other than the one issuing it) provided:

"A. There be room vacant on the steamer by which the passenger desires to sail.

"B. All the conditions in the ticket and regulations of the carrying Line shall be accepted and binding on the passenger, whether they are contained in the original return ticket which the passenger holds or not.

7320 "C. That the passenger pays the difference, if any, between the value of the accommodation called for and the value of the accommodation he selects in the steamer by which he travels.

"D. In the event of the original return ticket calling for transportation on a specific steamer or date, the transfer cannot be made unless application for transfer is presented more than 28 days before such specific date, unless the passenger at the time of making application for transfer, presents the authority of the Line for which the original return ticket was issued, for the transfer being made.

Petitioner's Exhibit 721

7321

"E. In the event of the passenger selecting accommodation of a lower tariff rate than that shown on the original return ticket, the difference between the value of the accommodation called for and the value of the selected accommodation will be refunded by the carrying Line, less 10%."

7. All tickets issued under the agreement H_2 dated on and after March 1st, 1908, shall be treated in accordance with this revised agreement as soon as it is signed.

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7324 **Petitioner's Exhibit 722.**

BY-LAWS TO AGREEMENT V.

95. *Theatrical performances and variety shows.* The Lines agreed not to entertain proposals for variety shows, etc., on board the steamers.

96. *Intermediate First class schedule.* It was agreed by the Lines who have been accustomed in the past to issue an intermediate first class schedule, that until further notice they will publish an intermediate schedule for each steamer being the mean between the Summer and Winter schedule by the re-
7325 spective steamers for the following periods:

Westbound: 1st April—31st July and 16th October —31st October.

Eastbound: 1st April—30th April and 16th July—15th August.

This does not apply to the Mediterranean services nor to the Canadian Lines who will continue their present practice in this matter. It is of course understood that no Line is bound to maintain the schedule except as regards to minimums.

It is further understood that each Line is at liberty to issue revised tariffs if it should find it necessary; such tariffs to be circulated, two days before issue, among
7326 the Lines through the medium of the Secretary. (See Minute 137.)

106. *Infant rates.* Agreed to fix the infant rates I class westbound and eastbound at M. 40.—.

125. *Commission on infants.* In amendment of Agreement V Art. 13b 1 & 2 the commission westbound and eastbound on infant rates as per byelaw 106 has been fixed at 5% maximum.

Jena, June 7th, 1910.

Petitioner's Exhibit 722

7327

137. *Season for First Class business.* The Lines parties to Appendix 2 Agreement V agree to advertise the first class full summer schedule eastbound for U. S. Lines as from May 1st to July 31st. The intermediate first class schedule to be advertised in accordance with minute 96, with the exception, that the second period of the eastbound intermediate season will run from 1st to 15th August. It was understood that the Compagnie Gén. Transat. would follow the same procedure.

138. *Agreement V and Cruise business.* In case of chartering any ships for cruise business the charter 7328
to contain a clause, obliging charterers or cruise agents to comply with Agreement V or any other Agreements which the Lines themselves would be bound by if doing the business direct.

7329

7330

Petitioner's Exhibit 723.

BY-LAWS TO AGREEMENT W.

30. *Commission on round trip tickets.* Clause 11 Agreement W to be amended to permit a minimum commission of $6.—per adult to be paid to Agents in America on second class round trip bookings.

95. *Theatrical performances and variety shows.* The Lines agreed not to entertain proposals for variety shows etc., on board the steamers.

106. *Infant rates.* Agreed to fix the II class infant rates westbound and eastbound at M. 30.—.

7331

125. *Commission on infant rates.* In amendment of Agreement W Art. 11 b 2 the commission westbound and eastbound on infant rates as per byelaw 106 has been fixed at 5% maximum.

Jena, June 7th, 1910.

7332

Petitioner's Exhibit 724.

7333

AGREEMENT W.

APPENDIX II.

Amendment to

Appendix I:

The Canadian Lines to have the right to give free transportation to first and second class passengers between Quebec and Montreal, in the case of steamers landing or embarking passengers at Quebec.

Amendment to

7334

Clause 10 to read:

Bicycles shall be charged ten Shillings each; they must be crated. Dogs to be charged not less than 40 Shillings each. Motor cars to be charged for at current freight rates.—No commission to be paid on such charges in future.

(Agreed upon at Paris, August 7th, 1908.)

Jena, August 12th, 1908.

7335

7336 **Petitioner's Exhibit 725.**

AGREEMENT X.

London 6th February, 1908.

MEDITERRANEAN SERVICES.

It is agreed that the following minimum First Class Ocean rates shall be charged all the year round for the steamers named when employed in the Mediterranean Trade, viz:—

	CUNARD LINE	
7337	Caronia, Carmania	£19.10
	Carpathia	16.—
	Pannonia, Slavonia	14.10
	WHITE STAR LINE	
	Cedric, Celtic	£ 19.10
	Republic, Romanic, Canopic	16.10
	Cretic	16.—
	HAMBURG AMERICAN LINE	
	Deutschland	£ 24.—
	Moltke, Blucher	18.10
	Hamburg	17.10
	NORDDEUTSCHER LLOYD	
	Kaiser Wilhelm der Grosse	£ 24.—
7338	Friedrich der Grosse	17.10
	König Albert Prinzess Irene	17.10
	Königin Luise	17.10

Agreed as to rates.

Cunard S.S. Co. Ld. (signed) A. D. Mearns.
Hamburg Amerika Linie (signed) J. P. Meyer.
Holland Amerika Lijn (signed) J. G. v. Reuchlin.
I. M. M. Co. (signed) Harold A. Sanderson.
Norddeutscher Lloyd (signed) Heineken.
Red Star Line (signed) by Harold A. Sanderson.
Cie. Gle. Transatlantique (signed) Ch. Tattet.

Petitioner's Exhibit 726 7339

The steamers not mentioned above when entering or engaging in the Mediterranean trade to be rated the same as in the North Atlantic trade. The conditions and regulations of the North Atlantic First Cabin Agreement also to apply to the Mediterranean trade.

The rates to be the same Eastbound and Westbound, the year round. No rebate to be allowed for return tickets.

N. B. Second Class rates to be arranged by New York Conference.

Also agreed 7340

The Cunard Steam Ship Co. Ld.
(signed) A. D. Mearns.
Hamburg Amerika Linie (signed) J. P. Meyer.
Holland Amerika Lijn (signed) J. G. Reuchlin.
I. M. M. Co. and Red Star Line
(signed) Harold A. Sanderson.
Norddeutscher Lloyd (signed) Heineken.
Cie. Gle. Transatlantique (signed) Ch. Tattet.

Petitioner's Exhibit 726. 7341

Appendix to Agreement X.

In conformity with Agreement V the rate for children under 1 year has been fixed at

M. 40.—each

both west- and eastbound.

(Agreed to by Circular letter Sept. 24th, 1909.)

Jena, December 4th, 1909.

7342 **Petitioner's Exhibit 727.**

(*Final*)

Form 25 No. 48a. (Confidential.)

ATLANTIC CONFERENCE

WEEKLY STATISTICS.

24th—31st December 1909.

Westbound

Period from 1 January to	Position against share									
	Hamburg-Amerika L.	Holland-Amerika L.	Nordd. Lloyd	Red Star Line	Allan Line U. S. service	Anchor Line	American Line	Dominion Line	White Star Line	Cunard Line
7343	19.61%	6.63%	26.53%	9.71%	0.62%	3.40%	6.68%	4.47%	8.60%	13.75%
7./1.	+ 642	+ 366	+ 503	+ 247	— 20	— 111	— 78	— 146	+ 89	— 208
15./1.	+ 278	+ 59	+ 737	+ 518	— 49	— 84	— 387	— 353	— 80	— 83
23./1.	+ 162	— 251	+2634	+1383	— 103	— 317	— 406	— 830	— 885	—1387
31./1.	+ 285	+ 222	+3086	+1633	— 114	— 415	— 642	—1187	— 937	—1931
7./2.	+ 460	+ 140	+4247	+2037	— 167	— 705	— 626	—1454	—1411	—2521
15./2.	+1808	— 546	+5019	+2334	— 204	— 839	—1609	—1918	—1769	—2876
23./2.	+1628	— 177	+7055	+2580	— 274	— 911	—1758	—2419	—2223	—3507
28./2.	+2006	— 666	+6476	+3221	— 271	— 881	—1656	—2247	—2239	—3743
7./3.	+2159	— 8	+6825	+3573	— 336	— 973	—2087	—2716	—2273	—4164
15./3.	+1842	+ 431	+7739	+3861	— 365	—1399	—2229	—3133	—2387	—4360
23./3.	+1699	+ 541	+9870	+3478	— 480	—1431	—2917	—3727	—2829	—4204
7344 31./3.	+1734	+ 591	+9998	+3144	— 406	—1533	—2685	—4396	—2110	—4337
7./4.	+2080	+ 611	+9000	+2886	— 466	—1198	—2875	—4448	—2352	—3238
15./4.	+2109	+ 415	+8447	+2546	— 298	—1238	—3151	—4773	—1440	—2617
23./4.	+ 713	+ 16	+7714	+1995	— 365	— 919	—3076	—4575	+ 176	—1679
30./4.	+1377	+ 92	+6233	+1904	— 196	— 808	—3221	—4366	— 22	— 993
7./5.	+1130	+ 189	+6528	+1816	— 273	— 701	—3231	—4666	— 150	— 642
15./5.	+ 828	+1112	+5248	+2719	— 51	— 369	—3839	—5266	— 193	— 180
23./5.	+1775	+1057	+5146	+2655	— 129	— 436	—3920	—5827	— 231	— 90
31./5.	+1813	+1168	+5003	+2672	— 49	— 356	—4312	—5524	— 362	— 53
7./6.	+1528	+1097	+4771	+2706	— 94	— 406	—4243	—5430	— 327	+ 398
15./6.	+1717	+1291	+4734	+2689	— 36	— 397	—4479	—5655	— 407	+ 543
23./6.	+2185	+1395	+3802	+2664	— 100	— 472	—4576	—5768	+ 315	+ 555
30./6.	+2718	+1620	+3587	+1990	— 34	— 352	—4696	—5814	+ 277	+ 704

Petitioner's Exhibit 727

7345

Period from 1 January to	Position against share									
	Hamburg-Amerika L.	Holland-Amerika L.	Nordd. Lloyd	Red Star Line	Allan Line U. S. service	Anchor Line	American Line	Dominion Line	White Star Line	Cunard Line
7./7.	+2341	+1836	+3480	+2222	— 78	— 372	—4556	—5840	+ 204	+ 763
15./7.	+3814	+1282	+2817	+2294	— 50	— 369	—4721	—5589	+ 123	+ 399
23./7.	+3919	+1913	+2738	+2341	— 98	— 366	—5251	—5558	+ 27	+ 335
31./7.	+2944	+2159	+1978	+3066	— 56	— 198	—4882	—5786	+ 26	+ 749
7./8.	+3370	+2165	+1393	+3160	— 20	— 112	—5078	—5884	+ 58	+ 948
15./8.	+3285	+2057	+ 950	+3163	— 67	— 102	—5006	—5851	+ 256	+1315
23./8.	+3445	+1980	+ 411	+3235	— 27	+ 105	—4904	—6002	+ 398	+1369
31./8.	+2697	+1945	+ 343	+3135	— 93	— 10	—5261	—6070	+ 530	+2784
7./9.	+2391	+1628	— 303	+3151	— 21	+ 134	—4993	—6278	+ 736	+3555
15./9.	+1434	+1683	—1178	+3033	— 77	+ 219	—4600	—6518	+2205	+3799
23./9.	+ 790	+1391	—1950	+2792	— 7	+ 417	—4298	—6181	+2476	+4570
30./9.	+ 708	+1209	—2749	+2655	— 61	+ 372	—4383	—6167	+3421	+4995
7./10.	— 240	+1106	—2900	+2579	— 4	+ 601	—3671	—6549	+4190	+4888
15./10.	+ 210	+1001	—3693	+2561	— 50	+ 658	—3550	—6308	+4655	+4516
23./10.	— 854	+1011	—4292	+3462	— 140	+ 604	—2379	—6576	+4736	+4428
31./10.	— 658	+ 945	—4855	+3781	— 21	+ 607	—1588	—6010	+4657	+3742
7./11.	—1052	+ 879	—4600	+4042	— 85	+ 439	—1543	—6769	+5394	+3295
15./11.	— 519	+ 858	—5135	+4444	— 149	+ 327	— 403	—7166	+5209	+2525
23./11.	—1074	+ 243	—3836	+4694	— 103	+ 106	— 214	—6862	+4952	+2094
30./11.	—1085	+ 509	—3888	+4949	— 158	+ 55	+ 467	—7260	+4896	+1515
7./12.	+ 20	+ 309	—3715	+5019	— 160	— 110	+1278	—7695	+4563	+ 500
15./12.	+ 731	— 169	—3745	+5355	— 214	— 356	+1296	—7308	+4475	— 65
23./12.	+ 774	— 123	—2634	+5135	— 198	— 551	+1934	—7275	+3895	— 957
31./12.	+1792	— 498	—2393	+4953	— 195	— 538	+2114	—7480	+3684	—1439

7346

7347

Jena, 20th January, 1911.

+ = excess.

— = shortage.

Disqualified Firms: International Transportation Co., Vienna. Slavia A. G. (Slavia Dionicko Drustvo), Basle. Reisbureau "Atlantic Express," Rotterdam. Reisbureau "Oceana," Rotterdam. American Transportation Co., Basle. Universal Reisebureau (Onciul) Vienna. G. Zurcher, Chiasso. Ludwig Hess, Basle. Charles Staehli, Basle. Bielby & Co., Libau.

2449

7348 *Petitioner's Exhibit 727*

ATLANTIC CONFERENCE.

24th-31st December, 1909.

No. 48a.

WEEKLY STATISTICS.

Westbound

			to						Number of steeragers		II class Passengers	I class Passengers
			New York	Boston	Baltimore	Philadelphia	Galveston	Portland and Canada	in the week	since 1st Jan.		
7349	Hamburg Amerika Linie	from										
	carried forward		90925	—	—	—	—	1012	—	91937	20699	11626
	Rectification	Hamburg	÷ 19	—	—	—	—	÷ 1	÷ 20	—	÷170	+ 36
	" January 1st—Decbr. 31st	Medit	+ 42	—	—	—	—	—	+ 42	—	—	—
	Total		90948	—	—	—	—	1011	22	91959	20529	11662
	Holland Amerika Linie											
	carried forward		29697	—	—	—	—	340	—	30037	12437	4424
	Rectification	Rot'dam	÷ 52	—	—	—	—	+ 2	÷ 50	—	+ 43	÷ 3
	Total		29645	—	—	—	—	342	÷ 50	29987	12480	4421
7350	Norddeutscher Lloyd											
	carried forward		89702	—	24272	—	4153	1368	—	119495	26278	14922
	Rectification	Bremen	+158	—	÷ 54	—	÷ 18	÷ 1	+ 85	—	÷152	+655
	" January 1st—Decbr. 31st	Medit	12	—	—	—	—	—	+ 12	—	—	—
	Total		89872	—	24218	—	4135	1367	97	119592	26126	15577
	Red Star Line											
	carried forward		49145	—	—	—	—	501	—	49646	13348	3167
	—	Antwerp	÷ 49	+ 2	—	—	—	—	÷ 47	—	÷ 75	÷ 7
	Total		49096	2	—	—	—	501	÷ 47	49599	13273	3160

Petitioner's Exhibit 727

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		to						Number of Steeragers		II class Passengers	I class Passengers	
		New York	Boston	Baltimore	Philadelphia	Galveston	Portland and Canada	in the week	since 1st Jan.			
Allan Line												
United States Service												
carried forward		—	2655	—	1	—	—	—	2656	2254	7	
—	Glasgow	—	—	—	—	—	—	—	—	—	—	
Total		—	2655	—	1	—	—	—	2656	2254	7	7352
Anchor Line												
carried forward		15108	—	—	—	—	—	—	15108	12502	2055	
Rectification	Glasgow	÷ 13	—	—	—	—	—	÷ 13	—	÷ 3	+ 13	
Total		15095	—	—	—	—	—	÷ 13	15095	12499	2068	
American Line												
a. Southampton service												
carried forward		18851	—	—	—	—	—	—	18851	7246	3374	
Rectification	So'ton	÷ 10	—	—	—	—	—	÷ 10	—	+ 12	÷ 7	
Total		18841	—	—	—	—	—	÷ 10	18841	7258	3367	7353
b. Liverpool service												
carried forward		—	—	—	13964	—	—	—	13964	3370	—	
Rectification	L'pool	—	—	—	+ 24	—	—	+ 24	—	+ 7	—	
Total		—	—	—	13988	—	—	+ 24	13988	3377	—	
So'ton and L'pool Total		18841	—	—	13988	—	—	+ 14	32829	10635	3367	
Dominion Line	from											
carried forward		—	—	—	—	—	13068	—	13068	6246	1639	
Rectification	L'pool	—	—	—	—	—	+ 5	+ 5	—	÷ 5	—	
Total		—	—	—	—	—	13073	5	13073	6241	1639	

7354 *Petitioner's Exhibit 727*

		to						Number of Steeragers			
		New York	Boston	Baltimore	Philadelphia	Galveston	Portland and Canada	in the week	since 1st Jan.	II class Passengers	I class Passengers
White Star Line											
a. Southampton Service carried forward		20302	—	—	—	—	—	—	20302	8345	6840
Rectification	So'ton	÷ 14		—	—	—	—	÷ 14	—	+ 5	+ 5
7355											
Total		20288	—	—	—	—	—	÷ 14	20288	8350	6845
b. Liverpool Service carried forward		17804	5135	—	—	—	—	—	22939	10739	7540
Rectification	L'pool	÷ 13	+ 1	—	—	—	—	÷ 12	—	÷ 22	÷ 9
"	Naples	+ 5	+ 7	—	—	—	—	+ 12	—	—	—
Total		17796	5143	—	—	—	—	—	22939	10717	7531
So'ton and L'pool Total		38084	5143	—	—	—	—	÷ 14	43227	19067	14376
Cunard Line carried forward		42671	19099	—	—	—	—	—	61770	22501	16086
Rectification	L'pool	÷ 6	+ 19	—	—	—	—	+ 13	—	÷ 30	+ 6
7356											
Total		42665	19118	—	—	—	—	13	61783	22471	16092

			7% Non-Hungarians free from the Pool	Non-Hungarians carried	Non-Hungarians to be accounted for	II. cabin	I. cabin
Cunard Line Adriatic service carried forward		38802	2717	1333	—	1550	318
Rectification	Triest Fiume	+106	7	+27	—	+1638	+585
Total		38908	2724	1360	—	3188	903

Total carryings 1st January 31st December, 1909.

Petitioner's Exhibit 727

7357

	Steerage Passengers	II. class Passengers	I. class Passengers
Hamburg-Amerika Linie ..	91959	20529	11662
Holland-Amerika Linie ...	29987	12480	4421
Norddeutscher Lloyd	119592*	26126	15577
Red Star Line	49599	13273	3160
Allan Line (U. S. A.)	2656	2254	7
Anchor Line	15095	12499	2068
American Line	32829	10635	3367
Dominion Line	13073	6241	1639
White Star Line	43227	19067	14376
Cunard Line	61783	22471	16092
Total	459800	145575	72369

*) Including 139 military transport "Prinz Friedrich Wilhelm" May 22nd.

North West Transport Line

Date	Name of steamer	Number of steerage passengers to Canada	to U. S.	Total
	carried forward	*3275*	*6914*	*10189*
—	*Rectification*	*+181*	*—180*	*+1.*
		3456	*6734*	*10190=*

2.17% of A. C. Lines' carryings.

7358

7359

Petitioner's Exhibit 727

STATISTICS OF PREPAIDS.

1909	Hamburg A. L.	Holland A. L.	Norddeutscher Lloyd N. Y.	Norddeutscher Lloyd Balto.	Norddeutscher Lloyd Calv.	Norddeutscher Lloyd Total	Red Star Line	Allan Line U. S. service	Anchor Line	American Line N. Y.	American Line Phila.	American Line Total	Dominion Line	White Star Line N. Y.	White Star Line Boston	White Star Line Total	Cunard Line N. Y.	Cunard Line Boston	Cunard Line Total	Grand Total 1909	Grand Total since March 1st 1908	1909 Cunard Line Adriatic service	1909 Canadian Pacific (Liverpool)	1909 Allan Line (Canadian service)
1.- 7./1.	113	141	182	57	8	247	82	1	16	21	50	71	16	79	62	141	178	46	224	1052		124		
8.-15./1.	199	163	182	53	25	260	136	3	35	25	19	44	107	55	25	80	88	25	113	1140		105		
16.-23./1.	162	219	208	67	—	275	169	6	78	32	65	97	17	66	32	92	81	26	107	1222		182		
24.-31./1.	176	216	236	96	20	352	171	6	32	25	31	56	31	73	14	87	117	27	144	1271		120	233	182
1.- 7./2.	210	233	251	111	4	366	184	7	46	37	48	85	35	67	42	109	158	24	182	1457		183		
8.-15./2.	325	342	673	235	29	937	146	9	63	24	32	56	5	116	36	152	155	30	185	2220		150		
16.-23./2.	284	266	331	124	26	481	404	9	50	46	59	105	53	113	48	161	236	109	345	2158		182		
24.-28./2.	219	343	332	218	17	567	256	13	61	45	75	120	68	198	20	218	179	55	234	2099		129	370	247
1.- 7./3.	321	397	303	162	11	476	274	6	72	44	96	140	28	144	37	181	294	150	444	2339	1504	212		
8.-15./3.	295	439	345	185	11	541	257	5	77	42	103	145	38	277	57	334	367	197	564	2695	1865	163		
16.-23./3.	496	583	520	199	40	759	337	26	142	54	142	196	63	245	98	343	418	192	610	3555	1967	183		
24.-31./3.	438	685	215	204	9	428	375	29	108	28	98	126	44	437	93	530	473	172	645	3408	1913	261	604	376
1.- 7./4.	449	525	291	176	28	495	206	51	135	30	107	137	27	200	82	282	301	164	465	2772	2252	71		
8.-15./4.	373	356	187	130	28	345	275	31	113	36	101	137	35	254	78	332	373	255	628	2625	1655	133		
16.-23./4.	559	425	163	161	28	352	305	34	91	43	142	185	85	222	60	282	421	178	599	2977	1678	127		
24.-30./4.	452	401	199	198	19	416	342	21	86	38	149	187	61	219	93	312	574	172	746	3024	1599	199	432	582
1.- 7./5.	402	444	211	218	11	440	225	20	84	23	145	168	42	179	70	249	297	195	492	2566	1548	78		
8.-15./5.	401	501	213	195	55	463	346	33	173	36	181	217	71	151	67	218	364	134	498	2921	1535	47		
16.-23./5.	426	439	402	295	16	713	361	28	94	30	162	192	30	191	63	254	500	159	659	3196	1754	138		
24.-31./5.	542	417	159	147	11	317	203	29	92	45	248	293	159	168	77	245	345	122	467	2764	1360	102	522	639
1.- 7./6.	478	375	149	159	45	353	231	10	56	26	140	166	35	217	73	290	346	100	446	2440	1336	56		
8.-15./6.	494	325	177	205	18	400	282	16	67	24	119	143	57	123	63	186	422	130	552	2522	1606	143		
16.-23./6.	420	501	159	171	20	350	377	13	66	50	155	205	146	110	63	173	507	113	620	2871	1412	137		
24.-30./6.	495	340	160	127	13	300	291	3	56	24	120	144	77	126	36	162	280	123	403	2271	1122	127	406	1008
1.- 7./7.	310	418	128	154	40	322	153	6	90	3	139	142	41	158	19	177	385	134	519	2178	863	74		
8.-15./7.	423	360	144	153	15	312	362	15	66	39	136	175	44	112	50	162	284	136	420	2339	1236	160		
16.-23./7.	450	301	147	168	31	346	332	17	81	38	196	234	172	154	58	212	197	99	296	2441	1432	127		
24.-31./7.	436	307	178	173	12	363	352	75	154	32	187	219	104	200	56	256	312	117	429	2695	1572	199	498	1621
1.- 7./8.	345	305	157	172	28	357	161	14	61	20	420	440	114	158	41	199	142	150	292	2288	1128	100		
8.-15./8.	308	290	188	134	—	322	272	15	72	40	207	247	72	177	79	156	330	166	496	2350	1473	99		
16.-23./8.	358	345	343	367	38	748	332	31	115	54	223	277	144	167	79	246	214	174	388	2984	1489	182		
24.-31./8.	427	252	181	128	11	320	341	14	66	56	188	244	59	240	69	309	123	95	218	2250	2008	177	465	241
1.- 7./9.	211	230	153	151	55	359	175	16	59	19	253	272	32	193	54	247	78	47	125	1726	1259	138		
8.-15./9.	260	350	193	200	23	416	417	9	66	92	170	262	60	249	114	363	193	136	329	2532	1645	176		
16.-23./9.	402	255	216	183	21	420	360	16	62	?	249	249	103	173	53	226	154	65	219	2312	1657	164		
24.-30./9.	279	280	210	169	23	402	225	10	87	124	218	342	75	189	88	268	118	58	176	2144	1438	241	391	551
1.- 7./10.	260	205	220	210	7	437	146	10	81	61	278	339	129	208	65	273	90	49	139	2019	1194	87		
8.-15./10.	489	238	229	266	7	502	207	26	93	152	271	423	104	161	66	227	132	56	188	2497	1545	195		
16.-23./10.	304	369	248	178	—	426	327	13	117	206	555	761	322	148	70	218	76	43	119	2976	1629	214		
24.-31./10.	248	205	424	294	22	740	177	10	60	181	244	425	117	174	51	225	93	69	162	2369	1547	263	365	454
1.- 7./11.	215	160	174	196	13	383	182	14	41	152	265	417	116	137	58	195	89	31	120	1843	1423	193		
8.-15./11.	207	163	259	208	3	470	234	6	46	239	261	500	113	99	124	223	61	20	81	2043	1944	168		
16.-23./11.	463	246	244	217	—	461	198	—	58	140	304	444	148	118	38	156	75	24	99	2273	1565	193		
24.-30./11.	277	116	295	267	19	581	136	14	43	113	238	351	102	145	19	164	45	7	52	1836	1244	148	359	571
1.- 7./12.	394	175	305	269	—	574	132	17	35	68	107	175	125	66	26	92	62	27	89	1808	1384	151		
8.-15./12.	364	150	378	256	22	656	146	19	39	35	175	210	152	62	16	78	45	17	62	1876	1772	150		
16.-23./12.	472	136	305	285	13	603	217	19	51	62	69	131	182	47	26	73	62	22	84	1968	1092	154	336	563
24.-31./12.	296	160	364	193	—	557	142	13	30	40	86	126	69	99	23	122	62	38	100	1615	744	183		

Petitioner's Exhibit 728

7363

(Final)

(Confidential)

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Dec. 1909 Ansd. Eastbound.

Form 34
No. 17.
24th—31st December 1908.

ATLANTIC CONFERENCE & RUSSIAN EASTASIATIC S.S. Co.

WEEKLY STATISTICS.

7364

	1	2	3	4	5	6	7	8
Lines	Number of steeragers		Share of Total %	Passengers	Excess	Shortage	2nd Class Passengers	
carried over	74638						19500	
Corrections)								
Hamburg-Amerika Linie "	+ 20						+ 11	
Holland-Amerika Linie "	÷ 19						+ 9	
Norddeutscher Lloyd "	÷118						+132	
Red Star Line "	÷ 39						÷ 3	
Allan Line "	÷ 36						÷ 8	
Anchor Line "	÷ 4						—	
American Line "	÷ 42						—	
Dominion Line "	+ 1						—	
White Star Line "	÷ 27						—	7365
Cunard Line (Liverpool) "	+ 12						+ 12	
" " (Adriatic) "	—						—	
Can. Pac. Ry. Co. "	+119						+ 1	
Atlantic Conference "		74505	97.00	73578	927	—		19654
Russian Eastasiatic S.S. Co. carried over (7th trip)	1349						73	
		1349	3.00	2276	—	927		73
Total, September 1st— December 31st		75854	100.—	75854	927	927		19727

7366 *Petitioner's Exhibit 728*

(Final)

MONTHLY STATEMENT

1st September—31st December 1908.

No. 5.

		9	10	11	12	13	14	15	16
		Carryings		Share		Adjustment		Compensation à £4	
		of Steeragers	in %	in %	Steeragers	Excess of Steeragers	Shortage of Steeragers	to pay	to receive
	Atlantic Conference	74505	98.22	97.—	73578	927	—	£3708	—
7367	Russian East-Asiatic S.S. Co.	1349	1.78	3.—	2276	—	927	—	£3708
		75854	100.—	100.—	75854	927	927	£3708	£3708

Jena, 22nd December 1909.

1908

	Period from Sept 1st to	Position of Russasiatic towards its share 3.00%
	7./9.	— 272
	15./9.	+ 441
7368	23./9.	+ 302
	30./9.	+ 338
	7./10.	+ 200
	15./10.	+ 141
	23./10.	+ 7
	31./10.	— 174
	7./11.	— 295
	15./11.	— 422
	23./11.	— 483
	30./11.	— 649
	7./12.	— 717
	15./12.	— 941
	23./12.	—1051
	31./12	— 927

Petitioner's Exhibit 729.

7369

London, June 9th, 1898.

AGREEMENT ON FIRST CABIN BUSINESS.

Between the Allan Line, American Line, Anchor Line, Atlantic Transport Line, Beaver Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-America Line, Norddeutscher Lloyd Line, Red Star Line, White Star Line, Wilsons & Furness-Leyland Line.

I

The Minimum Rates for all First Cabin tickets shall be as follows:

7370

	Summer Shillings	Winter Shillings
Allan Line:		
Liverpool-Canadian Service	240	220
Glasgow-New York Service	189	189
Glasgow-Boston Service	Carry no First Cabin.	
American Line (Southampton-New York Service):		
St. Louis, St. Paul, Paris, New York	400	300
Berlin, Chester	300	240
AnchorLine:		
City of Rome	240	240
Furnessia	210	210
Other steamers	210	210
Atlantic Transport Line (London and New York Service):		
All steamers	260	200
Beaver Line:		
Gallia, Ontario, Superior	240	220
Other steamers	210	200
Cunard Line:		
Lucania, Campania, Umbria, Etruria	400	300
Servia, Aurania	300	240
Boston steamers	260	220

7371

7372 *Petitioner's Exhibit 729*

Dominion Line:		
Canada, New England	300	240
Liverpool-Canadian Service	240	220
White Star Line:		
Majestic, Teutonic	400	300
Britannic, Germanic Adriatic	300	240
Cymric	260	200
Wilsons & Furness-Leyland Line (London and New York Service):		
All steamers	260	200
Hamburg-Amerika Line:		
7373 Augusta Victoria, Fürst Bismark	400	300
Pennsylvania, Pretoria (Continent)	300	260
Pennsylvania Pretoria (Cherbourg)	290	250
Steamers of "Palatia" Class	280	240
Mediterranean Service:		
Augusta Victoria, Furst Bismark	400	400
Holland-America Line:		
Rotterdam, Statendam (Rotterdam)	300	260
Rotterdam, Statendam (Boulogne)	290	250
Maasdam, Obdam	240	200
Other steamers	Carry no First Cabin.	
Norddeutscher Lloyd Line:		
Kaiser Wilhelm and Kaiser Friedrich	440	340
Single Screw Express Steamers	400	300
7374 Steamers of "Barbarossa" Class (Continent)	320	280
Steamers of "Barbarossa" (Southampton)	310	270
Regular Baltimore	280	260
Regular New York	260	240
Mediterranean Service:		
Aller, Ems, Kaiser Wilhelm II, Fulda, Werra	360	360
Red Star Line:		
Friesland, Berlin	280	240
Westernland, Noordland	260	220
Southwark, Kensington	Carry no First Cabin.	

Petitioner's Exhibit 729

7375

These rates apply only to the steamers at present employed in the Services of the Lines.

Servants pay the Winter rate of the respective steamers all the year round, and 15 Pounds on the Mediterranean Lines.

2

London shall cease in the First Cabin business to be a common point for the American Line, the Norddeutscher Lloyd and the Hamburg-Amerika Line; however the American Line shall retain London as terminal for Second Cabin Business Westbound and Eastbound, in consideration of which the American Line shall cease to book Steerage passengers free to points in Great Britain and Ireland beyond London, which continues to be a common point to all British Lines for Eastbound Steerage passengers.

7376

The Norddeutscher Lloyd Line and the Hamburg-Amerika Line retain London as terminal in the Second Cabin business for Southampton and Plymouth Westbound and Eastbound, provided the fare via either of these ports is in excess of those of the Liverpool Fast Lines by the amount of the Railway fares from such ports to London.

7377

3

The minimum rates stipulated in clause 1 are understood to be gross per adult, including commission.

4

The minimum summer rates shall be in force Westbound and Eastbound for sailings between 1st April and 31st October.

7378 *Petitioner's Exhibit 729*

5

Children between 1 and 8 years pay half fare—children under 12 months free.

6

Except when otherwise stated above, through booked passengers must pay in addition to the Ocean fare the actual official tariff rate of the Transportation Companies by which the transportation takes place, and such fare always be separately quoted and appear
7379 separately on the ticket.

This clause applies during 1898 only to minimum rate passengers, but on and after 1st January, 1899, it applies to all business whether carried at minimum rates or otherwise.

7

Each Line is at liberty to fix its minimum Westbound cash or prepaid or Eastbound rate independently of each other higher than provided for in this agreement.

7380 8

An allowance of 5 per cent may be made on the rate paid for round trip tickets.

9

All rates and commissions shall be converted into different currencies at the following rates of exchange: 1 Shilling = 1 Mark = 1.25 Franc = 0.25 Dollar = 0.60 Dutch Guilder.

Petitioner's Exhibit 729 7381

10

No free passages shall be given to Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; the intention being that excepting that the principals of the different Firms or Lines are at liberty to grant free passes to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

An exception shall be made in the case of Steamers carrying Live Stock, which Steamers are at liberty to convey the men when accompanying such Live Stock, and on the return journey, free of charge. An exception shall also be made in the case of Canadian steamers carrying Charity Children, which steamers are at liberty to convey the persons accompanying such Charity Children, and on the return journey free of charge. 7382

11

Steamers carrying only Second Cabin passengers, as distinguished from Saloon, must appear in all Advertisements, Circulars, or other printed matter issued by the Line as carrying Second Cabin passengers only, without any reference to such passengers enjoying so-called Saloon privileges. 7383

12

Each adult passenger shall be entitled to 20 cubic feet of personal baggage free of charge; extra baggage will be charged for at the rate of 1 shilling per cubic foot as far as possible.

Bicycles will be charged 10 shillings; they must be crated.

7384 *Petitioner's Exhibit 729*

13

The commissions to agents on First Cabin business shall be as follows:

FOR TICKETS ISSUED IN AMERICA.

Not more than 5 per cent of the passage money with a minimum of 4 Dollars per adult for a single passage, and 8 Dollars for a round trip passage, except in the case of scheduled General agents who are non-salaried, to whom an extra commission of 2 1/2
7385 per cent of the gross amount of the passage money may be paid.

No commission will be paid in New York City, except to Messrs. Thomas Cook & Son and Henry Gaze & Son, who shall not be allowed to book passengers in New York City or vicinity except in connection with their advertised tours. Commission may, however, be paid to any party provided they furnish not less than 25 passengers in one party for any one sailing. In any city or town within a radius of 10 miles from New York City Hall (but not in New York City itself), each Line may appoint one agent, whose name and address shall be filed with the Secretary,
7386 and to whom they shall be at liberty to pay commission on First or Second Cabin business; said agent shall be disqualified by all Lines if found guilty of dividing his commission with any outside party. The term "New York City" is understood to mean New York City as defined by the boundaries existing prior to the passing of the "Greater New York Bill."

FOR TICKETS ISSUED IN EUROPE.

In Great Britain and Scandinavia not more than 5 per cent of the passage money, except 7 1/2 per cent to Agents in London (see Clause 14).

Petitioner's Exhibit 729

7387

On the Continent not more than 7 1/2 per cent of the passage money to General agents or to agents in Paris (see clause 14); and not more than 5 per cent to Tourists Offices, Bankers, and special Cabin Agents. Such agents in the Cabin and Steerage business who have their own sub-agents' organization, are considered as General Agents. It is agreed that such General Agents cannot pay to their sub-agents more than 5 per cent commission.

14

7388

Each Line shall not have more than two offices in London (West-end and City) and two in Paris for its own account or conducted by an agent or by agents receiving 7 1/2 per cent commission (clause 13), and one office for its own account in any other place, which offices or agents are at liberty to pay to sub-agents or brokers a commission not exceeding 5 per cent of the passage money.

15

The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them. 7389

16

All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

7390 *Petitioner's Exhibit 729*

(*b*) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepared in a registered letter duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

7391 (*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the
7392 party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

Petitioner's Exhibit 729 7393

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(*h*) Any fine imposed on any party hereto shall be 7394
payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided 7395
shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and

7396 *Petitioner's Exhibit 729*

to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile residence
7397 or office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

17

All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linen Verband.

7398

18

Any Line is at liberty to retire from this Agreement on giving fourteen days' notice.

19

This Agreement shall take effect and circulars and tariffs shall be issued and mailed not later than on the 1st July, 1898.

Petitioner's Exhibit 729 7399

Allan Line, Liverpool & London—Allan Brothers & Co., (Liverpool & London, Limited), R. G. Allan, Director.

Allan & State Lines, Glasgow—Jas. & Alex. Allan.

American Line (Southampton & New York Service)—Richardson, Spence & Co.

Anchor Line—Henderson Brothers.

Atlantic Transport Line—Atlantic Transport Company, Limited, Charles F. Torrey, Director.

Beaver Line—for the Beaver Line, D. & C. Mac Iver, Managers.

Cunard Line—A. P. Moorhouse.

Dominion Line—Richards, Mills & Co. 7400

White Star Line—Ismay, Imrie & Co.

Wilsons & Furness-Leyland Line—For Wilsons & Furness-Leyland Line, Ltd., H. B. Roper, Joint Manager.

Hamburg-Amerika Line—Ballin.

Holland-America Line—Reuchlin.

Norddeutscher Lloyd Line—Von Helmot.

Red Star Line—Ed. Strasser.

7401

7402 **Petitioner's Exhibit 730.**

SECOND CABIN BUSINESS.

Agreement

on

SECOND CABIN BUSINESS

Between The

Allan and Allan and State Lines (London, Liverpool, and Glasgow), American Line (Liverpool and Philadelphia, and Southampton and New York), Anchor Line, Beaver Line, Cunard Line, Dominion
7403 Line, Hamburg-Amerika Line, Holland-America Line, Norddeutscher Lloyd, Red Star Line, and White Star Line.

SECOND CABIN BUSINESS.

Agreement on Second Cabin Business between the Allan and Allan and State Lines (Liverpool, London, and Glasgow), American Line (Liverpool and Philadelphia and Southampton and New York), Anchor Line, Beaver Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-America Line, Norrdeutscher Lloyd, Red Star Line
7404 and White Star Line

1.—The minimum Second Cabin rates, both East and Westbound of the British Lines, to be:

American Line, Southampton Service—			
S.S. "Paul," "St. Louis," "Paris," "New York"	£8	10	0
S.S. "Berlin," "Chester"	8	0	0
American Line, Philadelphia Service ...	7	0	0
Allan Line, Liverpool Canadian Service ...	7	0	0
Allan Line and State Line, Glasgow ...	6	10	0

Petitioner's Exhibit 730 7405

Anchor Line—			
S.S. "City of Rome"	7	10	0
S.S. "Furnessia"	7	0	0
Other Steamers	6	10	0
Beaver Line—			
S.S. "Gallia," "Superior," "Ontario"	7	0	0
S.S. "Tongariro" Eastbound Superior & Ontario	6	10	0
Other Steamers	6	10	0
Cunard Line—			
S.S. "Campania," "Lucania"	9	0	0
S.S. "Etruria," "Umbria"	8	10	0
S.S. "Servia," "Aurania"	8	0	0
S.S. "Catalonia," "Cephalonia," "Pavonia" ...	7	10	0
Dominion Line—			
S.S. "Canada," "New England"	8	0	0
Liverpool Canadian Service	7	0	0
White Star Line—			
S.S. "Majestic," "Teutonic"	8	10	0
S.S. "Adriatic"	7	10	0

7406

Allans notify cannot limit agencies in New York to Cooks & Gaze, Clause 14.

2. The British Lines agree to charge 20s. more than the above-named rates from or to all Continental ports.

3. The minimum Second Cabin rates, Eastbound and Westbound respectively, of the Continental Lines to be: 7407

	E.-bound Shillings.	W.-bound Shillings.
Norddeutscher Lloyd—		
S.S. "Kaiser Wilhelm," "Kaiser Friedrich" (Continental Port)	220	230
Do. do. ... (London)	210	210
Do. do. (Paris, via Cherbourg)	230	240
Single Screw Express Steamers (Continental Port)	200	210
Do. do. (London)	190	210
Do. do. (Paris, via Cherbourg)	210	220

7408 *Petitioner's Exhibit 730*

Steamers of "Barbarossa" Class (Continental Port)	190	190
Do. do. (London)	180	210
Do. do. (Paris, via Cherbourg)	200	200
Regular New York ... (Continental Port)	180	180
Regular Baltimore ... do.	180	180
Hamburg-Amerika Line—		
S.S. "Augusta Victoria," "Fürst Bismark" (Continental Port)...	210	220
Do. do. (London)	200	210
Do. do. (Paris, via Cherbourg)	220	230
S.S. "Pennsylvania," "Pretoria" (Continental		
7409 Port)	190	190
Do. do. (Paris, via Cherbourg)	200	200
Steamers of "Palatia" Class (Continental Port)	180	180
Holland-America Line—		
S.S. "Rotterdam," "Statendam" (Continental Port)	180	180
Do. do. (Paris via Boulogne or Rotterdam) ...	190	190
*	*160	*170
S.S. "Maasdam," "Obdam" (Continental Port)	150	150
*	*170	*180
Do. do. (Paris via Boulogne or Rotterdam) ...	160	170
7410 Other Steamers ... ... (Continental Port)	160	170
Do. ... ... (Paris via Boulogne or Rotterdam)	170	180
**No saloon on Maasdam.*		
Red Star Line—		
S.S. "Friesland," "Berlin" (Continental Port)	170	170
Do. do. (Paris via Antwerp)	180	180
S.S. "Westernland," "Noordland" (Continental Port)	160	160
Do. do. (Paris via Antwerp)	170	170
S.S "Southwark," "Kensington" (Continental Port)	184	184
Do do. (Paris via Antwerp)	200	190

Petitioner's Exhibit 730

7411

All the foregoing rates apply only to the Steamers at present employed in Services of the Lines.

When any Service has two rates, prepaid and cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the lower rate applies and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers, unless they have been paid difference in rate.

4. Red Star Line Steamers calling at Southampton Eastbound to land American Line passengers, to charge for such passengers the rate scheduled by the American Line, for "Berlin" and "Chester" except for "Kensington" and "Southwark" which are to charge 170 Shillings.

7412

5. The minimum rates named above are understood to be gross per adult, including commission.

6. Children between 1 and 12 years to be charged half fare. Children under 12 months free.

7. Each Line is at liberty to fix its minimum Westbound Cash or prepaid Eastbound rates, independently of each other, higher than provided for in this Agreement.

7413

8. An allowance of 5 per cent may be made on the rate paid for round trip tickets.

9. All rates and commissions shall be converted into different currencies at the following rates of exchange:—1/=1 Mark=Fcs. 1.25=$0.25=0.60 Dutch Guilder.

10. No free passes shall be given to press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind, the intention being that, excepting that

7414 *Petitioner's Exhibit 730*

the principals of the different firms or lines are at liberty to grant free passes to Government Officials, or to individuals being purely personal friends, no free passes whatever shall be given.

11. Free Rail Tickets may be granted from United States ports of debarkation to New York, Boston and Philadelphia. The American Line, Southampton Service, and the Canadian Lines except when sailing to United States ports other than Portland, are allowed to include the rail ticket to or from London in the ocean fare. Except when otherwise stated
7415 above through booked passengers must pay in addition to the ocean fare the actual official tariff rate of the transportation companies by which the transportation takes place, and such fare must always be separately quoted and appear separately on the ticket.

12. Steamers carrying only Second Cabin Passengers as distinguished from Saloon, must appear in all advertisements, circulars, or other printed matter issued by the Line, as carrying Second Cabin passengers only, without any reference to such passengers enjoying so called Saloon privileges.

13. Each adult passenger shall be entitled to 20 cubic feet of personal baggage free of charge. Extra
7416 baggage will be charged for at the rate of 1/- per cubic foot as far as possible. Bicycles will be charged 10/-; they must be crated.

14. Commissions to Agents on Second Cabin Business shall be as follows:

For Tickets Issued in America, 5 per cent with a minimum of $3 per adult for a single passage, and $5 per adult for a round trip passage. An extra commission of $1 for a single passage, and $2 for a round trip passage, may be allowed to scheduled General Agents at the recognized general passenger agency points.

Petitioner's Exhibit 730

7417

No commission will be allowed in New York City except to Messrs. Thomas Cook & Son and Henry Gaze & Son, who shall not be allowed to book passengers in New York City or vicinity except in connection with their advertised tours. Commission may, however, be paid to any party provided they furnish not less than 25 passengers in one party for any one sailing. In any city or town within a radius of 10 miles from New York City Hall (but not New York City itself) each Line may appoint one agent, whose name and address shall be filed with the Secretary, and to whom they shall be at liberty to pay commission on First or Second Cabin business. Said 7418
agent shall be disqualified by all Lines if found guilty of dividing his commission with any outside party.

The term New York City is understood to mean New York City as defined by the boundaries existing prior to the passing of the "Greater New York Bill."

For Tickets Issued in Europe—In Great Britain the commission to any agent to be 5 per cent with a minimum of 9/- per adult for a single passage, and 18/- per adult for a round trip ticket. On the Continent not more than 10 per cent of the passage money to General Agents, and 5 per cent to Tourist Offices, Bankers and special Cabin Agents with a maximum of 15/- per adult for a single passage, and 30/- for a 7419
round trip passage. General Agents are such Agents in the Cabin and Steerage Business who have their own Sub-Agents' organizations. It is agreed that such General Agents cannot pay to their Sub-Agents more than 5 per cent commission.

The N. D. L. V. Lines will endeavor to reduce these commissions payable on the Continent, and if they succeed in establishing such reductions, the British Lines agree to adopt such reduced commissions as Continental Lines may arrange.

7420 *Petitioner's Exhibit 730*

15. The commission includes telegraphic expenses of Agents for securing berths, etc., and no re-fund or allowance shall be made for them.

16. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

7421 (*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within four-
7422 teen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the

7423

party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the cost of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly. 7424

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him. 7425

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by

7426 *Petitioner's Exhibit 730*

the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the
7427 same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this
7428 Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

17. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nord Atlantischer Dampfer Linien Verband.

18. Any Line is at liberty to retire from this Agreement on giving 14 days' notice.

Petitioner's Exhibit 730 7429

19. This Agreement shall take effect, and circulars and tariffs shall be issued and mailed not later than on the 1st July, 1898.

ALLAN LINE LIVERPOOL & LONDON.
Allan Brothers & Co.,
Liverpool and London, Limited.
R. G. Allan, Director.

ALLAN & STATE LINES, GLASGOW.
Jas. & Alex. Allan.

AMERICAN LINE.
Richardson, Spence & Co.

ANCHOR LINE.
Henderson Brothers. 7430

BEAVER LINE.
For the Beaver Line.
D. & C. Mac Iver, Managers.

CUNARD LINE.
A. P. Moorhouse.

DOMINION LINE.
Richards, Mills & Co.

WHITE STAR LINE.
Ismay, Imrie & Co.

HAMBURG-AMERIKA LINE.
Ballin.

HOLLAND-AMERICA LINE.
Reuchlin. 7431

NORDDEUTSCHER LLOYD.
von Helmolt.

RED STAR LINE.
Ed. Strasser.

Liverpool, 25th June, 1898.

7432 *Petitioner's Exhibit 730*

SECOND CABIN BUSINESS.

Liverpool, November 2nd, 1900.

We, the undersigned, hereby agree to charge cash and prepaid minimum second cabin rates on the following basis:

		British Gross	Rates	
Allan Line	Bavarian, Tunisian) Liverpool Canadian Service Other steamers)	£7.10.0	$37.50	
7433 Allan State	Glasgow-New York	£6.10.0	32.50	
Allan	Boston Cattle	£6. 5.0	31.25	
American Line	From London and/or Southampton Southampton	£8. 0.0	40	
American Line	Philadelphia	£7. 0.0	35	
Anchor Line	Furnessia	£7. 0.0	35	
	Other S/S	£6.10.0	32.50	
(City of Rome not sailing at present)				
Dominion Line	New England, Canada, Commonwealth	£8. 0.0	40	
	Canadian Service Other Steamers	£7.10.0	37.50	
Cunard Line	Campania, Lucania	£8.10.0	42.50	
	Etruria, Umbria	£8. 0.0	40	10/—$2.50
7484	Servia, Aurania	£7.10.0	37.50	additional
	Ivernia, Saxonia	£8. 0.0	40	understood
White Star	Oceanic	£8.10.0	42.50	J. W. T.
	Majestic, Teutonic	£8. 0.0	40.00	

The above arrangement is subject to the usual 14 days' notice.

The above rates are to be put in operation on Monday the 12th instant.

That the gross rates fixed by the Lines be adopted as net rates for Scandinavian business off East Coast

Petitioner's Exhibit 730

7435

port; and that the rates from Continental ports be £1.0.0 higher than the rates fixed for British business.

Memo by the Secretary

N. B. The attention of Lines is respectfully called to Clause 6 in the Continental Agreement, which requires the minimum second cabin Continental rates to be about £8.0.0 for Slow Lines and £9.0.0 for Fast Lines off the Continental Port.

(Initials undecipherable.)

7436

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7438 **Petitioner's Exhibit 731.**

This Agreement amongst British Lines is supplementary to the Agreement concerning Second Cabin business with Continental Lines.

SECOND CABIN BUSINESS.

AGREEMENT ON SECOND CABIN BUSINESS: between the following British Lines: Allan Line, American Line, Anchor Line, Beaver Line, Cunard Line, Dominion Line and White Star Line.

1. The minimum Second Cabin rates, both East and Westbound of the British Lines to be:

7439

American Line, Southampton Service—	
S.S. "St. Paul," "St. Louis," "Paris," "New York"	£8 10 0
S.S. "Berlin," "Chester"	8 0 0
American Line, Philadelphia Service	7 0 0
Allan Line, Liverpool Canadian Service	7 0 0
Allan Line and State Line, Glasgow	6 10 0
Anchor Line—	
S.S. "City of Rome"	7 10 0
S.S. "Furnessia"	7 0 0
Other Steamers	6 10 0
Beaver Line—	
S.S. "Gallia," "Superior," "Ontario"	7 0 0
Other Steamers	6 10 0
Cunard Line—	
S.S. "Campania," "Lucania"	9 0 0
S.S. "Etruria," "Umbria"	8 10 0
S.S. "Servia," "Aurania"	8 0 0
S.S. "Catalonia," "Cephalonia," "Pavonia"	7 10 0
Dominion Line—	
S.S. "Canada," "New England"	8 0 0
Liverpool Canadian Service	7 0 0

7440

Petitioner's Exhibit 731

7441

White Star Line—
S.S. "Majestic," "Teutonic" 8 10 0
S.S. "Adriatic," 7 10 0

2. The British Lines agree to charge 20s. more than the above-named rates from or to all Continental ports.

3. That the gross Rates fixed by British Lines for British Business as named above, are adopted as nett rates for Scandinavian Business off East Coast Ports.

4. That the rules and regulations in operation July, 1893, and those for Agents annexed, be considered part of this Agreement. 7442

5. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of any party hereto and shall be deemed to have been delivered in the ordinary course of post. 7443

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbi-

7444 *Petitioner's Exhibit 731*

trator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing
7445 to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penali-
7446 ties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be dis-

qualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and 7448
not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of 7449
the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or

7450 *Petitioner's Exhibit 731*

amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

6. Any Line is at liberty to retire from this Agreement on giving 14 days' notice.

7. This agreement shall take effect, and circulars and tariffs shall be issued and mailed not later than on the 1st July, 1898.

ALLAN LINE LIVERPOOL & LONDON.
Allan Brothers & Co.,
Liverpool and London, Ltd.,
R. G. Allan, Director.

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ALLAN & STATE LINES, GLASGOW.
Jas. & Alex. Allan.
AMERICAN LINE
Richardson, Spence & Co.
ANCHOR LINE.
Henderson Brothers.
BEAVER LINE.
For the Beaver Line,
D. & C. MacIver, Managers.
CUNARD LINE.
A. P. Moorhouse.
DOMINION LINE.
Richards, Mills & Co.

7452

WHITE STAR LINE
Ismay, Imrie & Co.

Liverpool, 15th June, 1898.

Petitioner's Exhibit 731 7453

SUPPLEMENTARY.

Addition to Second Cabin Agreement taking effect July 1st, 1898:

ALLAN LINE—Glasgow Boston Cattle Steamers £6 5 0

AGREED—

ALLAN LINE LIVERPOOL & LONDON .....
John Ennis.
AMERICAN LINE .....
Richardson, Spence & Co.
ANCHOR LINE .....
Henderson Brothers. 7454
BEAVER LINE .....
D. & C. MacIver.
CUNARD LINE .....
A. P. Moorhouse.
DOMINION LINE .....
Richards, Mills & Co.
WHITE STAR LINE .....
Ismay, Imrie & Co.
LIVERPOOL, 29th June, 1898.

For British & Irish Agents.

THE NORTH ATLANTIC PASSENGER CONFERENCE. 7455

REVISED REGULATIONS FOR AGENTS

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part

7456 *Petitioner's Exhibit 731*

of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit *any person in his employ or on his premises* to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or
7457 booking Passengers for any non-Conference Line will be immediately disqualified.

The Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

Allan Line Allan Brothers & Co. Liverpool and London, Limited.

Allan State Line J. & A. Allan.

American Line, Liverpool-Philadelphia American Line, Southampton-New York Richardson, Spence & Co.

Anchor Line Henderson Brothers.

7458 Beaver Line D. & C. MacIver.

Cunard Line The Cunard Steamship Co., Limited.

Dominion Line Richards, Mills & Co.

White Star Line Ismay, Imrie & Co.

Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License.

2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Con-

Petitioner's Exhibit 731

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ference Steamship Company from whom he does not hold a license.

Amount actually received to be entered in the Ticket.

3. The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

No return or allowance to be made to Passengers or other persons.

4. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or RETURNING ANY PORTION OF THEIR COMMISSION, or granting 7460
any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or ANY PERSON WHATEVER. They are also prohibited from appointing Sub-Agents. The commission includes telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them.

Inland Bookings of Emigrant or Colonist Class, must take place through the Steamship Company only, and only to places mentioned in the Tariff.

5. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote rates to Passengers nor to cause them to be booked nor to receive com- 7461
mission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class Rates.

7462 *Petitioner's Exhibit 731*

Remittances.

6. Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference. No allowance is made for postage or any other charge excepting cost of Bankers' Drafts, Postal or Post-Office Order. Under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously ar-
7463 ranged with the Company.

Bill-posting.

7. No charge is allowed to be made by Agents for bill-posting.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

8. No Circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any act
7464 that can injuriously affect such Line's or its Agents' business.

Advertising rates of passage.

9. When an Agent Advertises a Rate for Passage to America he must distinctly name the Line by which such rate is available.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool Agents and Agents in the country and other

Petitioner's Exhibit 731

towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Charge for Lodgings in Liverpool.

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

Commission on Board or Lodging.

(C) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

Baggage Labels.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

11. No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Con-

7468 *Petitioner's Exhibit 731*

ference Secretary or to the Steamship Company he represents.

ALLAN BROTHERS & Co. LIVERPOOL & LONDON, LIMITED.
Allan Line.
J. & A. ALLAN
Allan State Line.
RICHARDSON, SPENCE & Co.
American Line, Liverpool-Philadelphia.
American Line, Southampton-New York.
HENDERSON BROTHERS
Anchor Line.

7469

D. & C. MACIVER
Beaver Line.
THE CUNARD STEAMSHIP Co.
Cunard Line.
RICHARDS, MILLS & Co.
Dominion Line.
ISMAY, IMRIE & Co.
White Star Line.

July 1st 1898.

7470

Petitioner's Exhibit 732.

7471

CONTINENTAL BUSINESS.

Agreement

Between The Following British Lines, viz:

Allan and Allan State (Liverpool, London and Glasgow), American (Liverpool and Philadelphia, and Southampton and New York), Anchor, Beaver, Cunard, Dominion and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing Agreement with the Continental Lines.

CONTINENTAL BUSINESS. 7472

Agreement

between the following British Lines, viz:—Allan and Allan State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion, and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing Agreement with the Continental Lines.

This traffic will be pooled in the manner following:

1.—(a) The traffic to be pooled as per clause (b) and the pooled amount divided in the following percentage proportions. Traffic until 10th September, 1898, is subject to distribution as per Agreement of 10th September, 1895, afterwards, 7473

1. Allan Line (Liverpool) ...
2. " (Glasgow) ...
3. American Line (Liverpool) ...
4. " (Southampton)
5. Anchor Line ... ...
6. Beaver Line ... ...
7. Cunard Line ... ...

7474 *Petitioner's Exhibit 732*

8. Dominion Line ... ...
9. White Star Line ... ...

Lines numbered 1, 2, 3, 5, 6 and 8 receive 79 per cent. Lines numbered 4, 7 and 9 receive 21 per cent. Each group to arrange its own Subdivision.

(b) The Lines to pool the net Passage Money received off Liverpool, Glasgow, or Southampton, less a carrying rate of £1 10/- per adult.

7475 2.—The rates to be charged by British Lines to be those fixed by clause 6 of agreement with Continental Lines.

3.—All Lines having more than one service reserve the right to carry their Pool Shares of the traffic by any of their different services as may suit these Lines respectively.

4.—Pool settlements will be made weekly, and the Lines to furnish to the Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool, not later than Monday in each week, a full and exact return of all Continental Passengers carried during
7476 the previous week, and furnish the particulars required by Clause 10 of the Agreement with Continental Lines.

5.—No passenger of Continental origin (as defined in Clauses 3 and 5 of Agreement with Continental Lines) shall be booked as a British Passenger who has not resided in Great Britain for at least 5 weeks.

6.—The British Lines retire altogether from Italian business Westbound, except the Anchor Line, for their service direct from the Mediterranean to America.

Petitioner's Exhibit 732 7477

7.—This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, and subject to Clause 4 of Agreement with Continental Lines.

8.—All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:

(a) Arbitration proceedings in Europe shall take place at Liverpool. 7478

(b) Notice in writing of an intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post, prepaid in a registered letter duly addressed to the principal office in England of any party hereto, and shall be deemed to have been delivered in the ordinary course of post.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire. 7479

(d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been

7480 *Petitioner's Exhibit 732*

chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

7481 (f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notifica-
7482 tion of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall

Petitioner's Exhibit 732 7483

be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him 7484
or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitra- 7485
tion Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any Arbitration hereunder.

American Line (Liverpool and Philadelphia, Southampton and New York)
RICHARDSON, SPENCE & Co.
Allan Line, Liverpool and London,
ALLAN BROTHERS & Co.,
Liverpool and London, Limited,
R. G. Allan, Director.

7486 *Petitioner's Exhibit 732*

Anchor Line,
HENDERSON BROTHERS.
Beaver Line,
For the Beaver Line, D. & C. MAC IVER, Managers.
Dominion Line, Liverpool,
RICHARDS, MILLS & Co.
Cunard Steamship Co., Ltd.,
A. P. MOORHOUSE.
Allan Line & Allan State Line, Glasgow,
JAS. & ALEX. ALLAN.
White Star Line,
ISMAY, IMRIE & Co.

7487 Liverpool, 1st July, 1898.

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Petitioner's Exhibit 733. 7489

BRITISH BUSINESS,

(STEERAGE WESTBOUND.)

Agreement

Between the Following British Lines, viz;

Allan and Allan and State (Liverpool, London, and Glasgow); American (Liverpool and Philadelphia and Southampton and New York); Anchor; Beaver; Cunard; Dominion and White Star.

7490

Telegraph Address:
"Passenger," Liverpool.
E. S. Smyth,
Secretary.

NORTH ATLANTIC PASSENGER CONFERENCE,

23 Water Street.

(COPY.)

Liverpool, September 18th, 1900.

7491

British Business (Eastbound).

It is hereby agreed that the advance of ten shillings or its equivalent in British Cash and Prepaid rates be followed by a similar advance in British *Eastbound rates*, and that the undersigned cable American representatives to this effect at the same time that they cable the agreed advance in Scandinavian and Finnish rates, Westbound and Eastbound, viz., on 20th instant.

7492 *Petitioner's Exhibit 733*

Subject Claim Agreement.
White Star Line, Royal Mail Steamers.

LIVERPOOL TO NEW YORK,

Every Wednesday,

Calling at Queenstown every Thursday.

ADVANCE IN THIRD CLASS RATES.

To our British and Irish Agents.

7493 It has this day been agreed by the Lines—Members of the North Atlantic Passenger Conference—to advance the Third Class Rates by 10/-, to be put in force on receipt of this advice.

You will therefore please charge the following Rates for all future bookings:

£6, per "Oceanic," "Majestic" and "Teutonic,"
£5. 15s. per "Germanic," "Britannic," and "Cymric."

Please alter all Sailing Bills in conformity, pending receipt of a new supply now in the Printers' hands.

Advices of any bookings at the £5 5s. and £5 10s. Rates must be sent us by return mail, otherwise we shall be unable to accept same.

7494 As intimated in our post card of the 12th instant, the "Oceanic," 19th inst., has now only room for Single Men Rate £6.

Yours truly,

ISMAY, IMRIE & CO.

Passenger Department,
Liverpool, 15th September, 1900.

Petitioner's Exhibit 734. 7495

SCANDINAVIAN

AND

FINNISH BUSINESS,

INCLUDING ICELAND.

(Steerage Westbound.)

AGREEMENT

Between the Following British Lines, viz.:

Allan and Allan and State (Liverpool, London and Glasgow): American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Scandinavian-American Line, Copenhagen. 7496

Telegraph Address:
"Passenger," Liverpool.
E. S. Smyth,
Secretary.

NORTH ATLANTIC PASSENGER CONFERENCE,

23 Water Street. 7497

(COPY.)

Liverpool, September 19th, 1900.

Scandinavian and Finnish Business.

It is hereby agreed that the Scandinavian and Finnish rates Cash and Prepaid Westbound, be advanced by ten Kroners for Cash, and $2.50 for Prepaids, and the Eastbound rates by one and half dollars ($1.50).

7498 *Petitioner's Exhibit 734*

The advances to be put in operation on the 22nd instant, and to remain in force for Westbound at least for two months; and for Eastbound up to 15th December in accordance with undertaking to the Danish Line. New York Offices to be cabled re-advance in Scandinavian and Finnish Prepaids and British, Scandinavian and Finnish Eastbound rates on 20th instant.

Liverpool, December 6th, 1898.

7499 SCANDINAVIAN AND FINNISH

STEERAGE PASSENGER BUSINESS

(Including Iceland).

AGREEMENT between the following British Lines, viz: Allan, and Allan-State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Scandinavian American Line, from Copenhagen.

1. That prepaid rates for Scandinavian Business, Denmark, Norway, Sweden (other than Stockholm) from the ports of Gothenburg, Helsingborg, Malmo,
8500 Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavenger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg, be—

	Per Adult	
Scandinavian-American Line for—		
S.S. Hekla (for Denmark only)	$28.00	plus $2.50.
S.S. Hekla (for Norway and Sweden)	27.00	
S.S. Norge, Island and Thingvalla	27.00	

Petitioner's Exhibit 734 7501

Allan Line, Liverpool and Allan-State Line:	
Glasgow	26.00
American Line, Southampton:	
S.S. St. Paul, St. Louis, Paris, New York	30.75
S.S. Berlin, and Chester	26.00
Vaderland	28.50
American Line, Liverpool	26.00
Anchor Line	26.00
Beaver Line	26.00
Cunard Line:	
S.S. Campania, Lucania, Etruria, Umbria	30.75
S.S. Servia, Aurania, and Boston Steamers	26.00
Ivernia, Saxonia	28.50
New England, Canada	28.50
Dominion Line	26.00
White Star Line:	
S.S. Teutonic, Majestic	33.25
S.S. Cymric, Britannic, Germanic, Adriatic	28.50
Cedric, Celtic basis	28.50
	plus $2.50
	$31.

7502

From Stockholm the rate to be $3 additional. 7503

Children between 1 and 12 years, half fare; Infants under 1 year, $3.

Commission to Agents, $2 per adult.

That gross cash rates for Scandinavian business, Denmark, Norway, Sweden (other than Stockholm) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen Dronthiem, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg—

7504 *Petitioner's Exhibit 734*

	Gross.	Nett off Copenhagen.
SCANDINAVIAN-AMERICAN LINE for		
S.S. Hekla (Denmark only)	Kr. 110	Kr. 98
S.S. Hekla (Norway and Sweden only)	Kr. 105	Kr. 93
S.S. Norge, Island and Thingvalla	Kr. 103	Kr. 91

	Nett off Scandinavian Port.
ALLAN LINE, Liverpool, ALLAN STATE LINE, Glasgow	Kr. 98....£4 15 0
AMERICAN LINE (Southampton),	
S.S. St. Paul, St. Louis, Paris, New York	Kr. 117....£5 15 0
S.S. Berlin, Chester	Kr. 98....£4 15 0
7505 Vaderland	108....£
AMERICAN LINE, Liverpool	Kr. 98....£4 15 0
ANCHOR LINE	Kr. 98....£4 15 0
BEAVER LINE	Kr. 98....£4 15 0
CUNARD LINE, S.S. Campania, Lucania,	
Etruria, Umbria	Kr. 117....£5 15 0
S.S. Servia, Aurania, and Boston Steamers	Kr. 98....£4 15 0
Ivernia Saxonia	— 108....£
DOMINION LINE	Kr. 98....£4 15 0
New England & Canada	Kr. 108....
WHITE STAR LINE, S.S. Teutonic, Majestic	Kr. 126....£5 15 0
CEDRIC & CELTIC	118
S.S. Britannic, Germanic, Adriatic, Cymric	Kr 108....£4 15 0

7506

Gross rate from Stockholm to be Kr. 12 higher than above.

Children between 1 and 12 years, half fare; Infants under 1 year, 10 Krs. Gross. 10/-each nett. Commission to Head Agent, 12 Krs. per adult. 6.00 Krs. per child.

When any service has more than one rate, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamer or Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders

Petitioner's Exhibit 734 7507

of lower rate tickets by higher rated Steamers, unless they have been paid difference in rate.

2.—Prepaid Rates for Finnish Business, to or from ports of Abo, Hango or Helsingfors.—

That Prepaid Rates for Finnish Business be the same as for Stockholm, that is $3 higher than the Scandinavian Prepaid Rates tabulated above, Children between 1 and 12 years, half fare; Infants under 1 year, $3. Commission $2 per adult.

That the gross Cash Rates for Finnish Business by direct Steamers from Abo, Hango or Helsingfors, via Hull or Copenhagen, be fixed as follows: 7508

	Gross Finnish Marks.	Nett off Finnish Ports
SCANDINAVIAN-AMERICAN LINE for S. S. Hekla	162	145
S.S. Norge, Island and Thingvalla	159	142
ALLAN LINE, Liverpool	155	£5 8 6
ALLAN LINE and STATE LINE, Glasgow	155	5 8 6
AMERICAN LINE, Southampton, S.S. St. Paul, St. Louis, Paris, New York	181	6 8 6
S.S. Berlin, Chester	155	5 8 6
Vaderland	169	
AMERICAN LINE, Liverpool	155	5 8 6
ANCHOR LINE	155	5 8 6
BEAVER LINE	155	5 8 6
CUNARD LINE, S.S. Campania, Lucania, Etruria, Umbria	181	6 8 6
S.S. Servia, Aurania and Boston Steamers	155	5 8 6
Ivernia, Saxonia	169	
DOMINION LINE	155	5 8 6
WHITE STAR LINE, S.S. Teutonic, Majestic	183	6 8 6
CEDRIC & CELTIC	183	
S.S. Adriatic, Cymric, Britannic, Germanic	155	5 8 6

7509

Petitioner's Exhibit 734

7510

Children between 1 and 12 years, half fare; Infants under 1 year, 15 Marks gross, 10/-net. Commission to Head Agents, 17 Finnish Marks per adult.

3.—That the Cash Rate for Icelandic passengers be fixed as follows:—For fast steamers 140 kroners, for all other steamers of the Lines party hereto, 115 from Iceland to landing port in America. Children between 1 and 12 half fare, Infants 10 kroner, 10s. net. Commission to Head Agents 9 kroner per Adult, Kr. 4.50 per child. No prepaids to be issued.

All the foregoing rates apply only to Steamers at
7511 present employed in the services of the Lines.

4.—The British Lines agree to discontinue Free forwarding of passengers from any Norwegian port to any other Scandinavian port for shipment.

5.—That beyond said commission no allowance of any kind based upon results, present, prospective or retrospective, be made. Each Company shall, however, be at liberty to allow its Head Agents such sum per annum, fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 19 hereof.

7512 6.—That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore, except Beaver Line, who are permitted to book at Ocean Rate to New York and Boston.

7.—The Scandinavian-American Line to confine its direct business to the ports it ran from prior to July, 1893, and to its present fleet, except that the "Thingvalla" and "Island" be permitted to call at Gothenburg.

Petitioner's Exhibit 734 7513

8.—That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in force for the Steamer carrying such Passengers.

9.—The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.

10.—Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.

11.—The Scandinavian-American Line undertakes 7514
not to engage as steward, or in any other capacity, for the passage out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time for an examination into the circumstances, should the Secretary or the Association desire it.

12.—The Secretary of the Passenger Conference, at 23, Water Street, Liverpool, shall act as Secretary in Europe under this Agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scan- 7515
dinavian and Finnish and Icelandic passengers carried during the previous week.

13.—Free and reduced passages being prohibited, no passenger shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives. No free passages shall be given to Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; the intention being that excepting that the principals of the different Firms or

7516 *Petitioner's Exhibit 734*

Lines are at liberty to grant free passes to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

14.—All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall at the option of the complaining party take place at Copenhagen, Liverpool or Glasgow.

7517 (*b*) Notice in writing of an intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall 7518 without delay, appoint in writing an Arbitrator to act in his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator

in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 4 sub-clause (*b*) of the Rules for Agents.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the Award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement com-

7522 *Petitioner's Exhibit 734*

plained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and
7523 published, or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

7524 (*l*) *Disposal of Fines.*—All Fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.

(*m*) This Agreement may be made a rule of Her Majestiy's Court of Queen's Bench, or Her Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those

Petitioner's Exhibit 734 7525

Courts, may be made a rule of any court in whose jurisdiction such party may reside.

15.—That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending line, with their interpreters, and the Acting Secretary under this Agreement or his nominee.

In the event of the Secretary being the representative of the complaining or defending Line, another Secretary shall be nominated by the Lines other than 7526
those at issue.

16.—That the annexed Agreement Rules and Regulations for Agents considered part of this Agreement be adopted and enforced.

17.—This Agreement to be subject to right of withdrawal by any Line on giving fourteen days' notice.

18.—The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained. 7527

19.—That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line Liverpool and London, and Allan and State Line Glasgow to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool, being likewise counted as one Line.

7528 *Petitioner's Exhibit 734*

(Signed)
ALLAN LINE, Liverpool and London,
Allan Brothers & Co., Liverpool and London, Limited, J. H. Allan, Director.
ALLAN & STATE LINES, GLASGOW,
Jas. & Alex. Allan.
AMERICAN LINE, (Liverpool & Philadelphia, Southampton & New York),
Richardson, Spence & Co.
ANCHOR LINE,
Henderson Brothers.
BEAVER LINE—For the Beaver Line,
7529 D. & C. Mac Iver.
CUNARD LINE,
The Cunard Steamship Company, Limited, A. P. Moorhouse, General Manager.
DOMINION LINE,
Richards, Mills & Co.
SCANDINAVIAN-AMERICAN LINE,
For Det Forenede Dampskibs Selskab. Chr. Larsen, Director.
WHITE STAR LINE,
Ismay, Imrie & Co., Managers.

7530

Petitioner's Exhibit 735.

7531

Liverpool, December 6th, 1898.

FINNISH STEERAGE BUSINESS.

The following AGREEMENT has this day been entered upon between the following British Steamship Lines, viz.:—Allan and Allan-State (Liverpool and Glasgow); American (Liverpool and Southampton); Anchor; Beaver; Dominion; Cunard; and White Star, hereinafter called "The Lines," and the Finska Angfartygs Aktiebolaget of Helsingfors, Managing Director Mr. Lars Krogius, and hereinafter called the "Finska Company."

7532

That the Finska Company undertakes to maintain regular weekly service between Hull and Finland (Abo Hango and Helsingfors in summer and Hango only in winter, ice permitting) and by establishing Sub-Agencies at different important places in Finland, shall work for the engaging of the Finnish emigrants or steerage passengers to United States and Canada solely for the Lines and provide for their transportation from Finland (Ports as above) to Hull and *vice versa* on conditions hereinafter set forth.

That the Lines undertake to protect the Finska Company in their working for this mutual business, by engaging that the British Lines' rate from Stockholm shall at no time be less than their rate from Hango, Helsingfors or Abo.

7533

The Lines undertake that, so far as practicable, they will confine the forwarding of their Finnish passengers, both Eastbound and Westbound, to the steamers of the Finska Company.

The Finska Company to sign the General Agreement Regulations relating to Scandinavian and Finland Steerage Passenger Business on behalf of each and all of their Sub-Agents.

7534 *Petitioner's Exhibit 735*

The Finska Company to have fourteen days' notice of any intended change in existing rates.

The Finska Company undertakes to transport the Emigrants in their Steamers from Finland, (Ports as above), to Hull and *vice versa* on following conditions, (unless specially agreed upon by the Finska Company in case of any contingency menacing the mutual interest).

For Prepaid and Cash Business:—

24% (Twenty-four per cent), of the maximum nett rate with a minimum of 25/-.

7535 For East Bound Business:—

24% (Twenty-four per cent), of the maximum nett rate with a minimum of 20/-.

The rate for children between 1 and 12 years being half that of an adult. Infants under 1 year free.

The maximum nett rate herein referred to shall be arrived at by deducting $2 from the gross Prepaid or Eastbound rate and 17 Finnish Marks from the Gross Cash Rate.

All cost of advertising in Finland, Printing (except the usual pictures and posters supplied by the Lines), the erection and maintenance of Hotels, &c., shall be

7536 borne by the Finska Company.

This Agreement to remain in operation so long as the British Lines' present Scandinavian Agreement dated Dec. 6th, 1898, remains in force, and subject to 14 days' notice from either side.

(Signed)

ALLAN LINE, Liverpool and London,

Allan Brothers & Co., Liverpool & London, Ltd.,

W. Becket Hill.

ALLAN & STATE LINES, Glasgow,

Jas. & Alex. Allan.

Petitioner's Exhibit 735 7537

AMERICAN LINE, Liverpool and Philadelphia, Southampton and New York.

Richardson, Spence & Co.

ANCHOR LINE,

Henderson Brothers.

BEAVER LINE, For the Beaver Line—

D. & C. Mac Iver.

CUNARD LINE—

The Cunard Steamship Co., Ltd.,

A. P. Moorhouse, General Manager.

DOMINION LINE—

Richards, Mills & Co. 7538

WHITE STAR LINE—

Ismay, Imrie & Co., Managers.

FINSKA COY.—

p.p. Finska Angfartygs Aktiebolaget Lars Krogius.

7539

7540 **Petitioner's Exhibit 736.**

NOTE.—The alterations below are principally as authorized by Minute 323, 8th October, 1900, when an all-round advance of 10/- came into force. .. .. ..

BRITISH BUSINESS (STEERAGE WESTBOUND).

AGREEMENT between the following British Lines, viz.:—Allan and Allan and State, (Liverpool, London, and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; and White Star.

1.—That the rules and regulations in operation July,
7541 1893, and also those for Agents annexed, be considered part of this Agreement.

2.—That the commission to any Agent for securing Cash Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and for Prepaid Passengers, $2 per adult, $1 per Child, $0.50 per Infant.

3.—That the rates be as follows:

ALLAN LINE Liverpool Canadian Service	£5	10	0....	$26.50
ALLAN LINE AND STATE LINE Glasgow—New York Service..	5	10	0....	26.50
7542 Do. Do. Boston Cattle Steamers.	5	5	0....	26.50
AMERICAN LINE Southampton—New York Service—S. S. St. Paul, St. Louis, *Philadelphia*, New York	6	0	0....	28.75
S.S. Vaderland	5	15	0....	27.75
S.S. Southwark, Kensington	5	10	0....	26.50
AMERICAN LINE—Philadephia	5	10	0....	26.50
ANCHOR LINE S. S. Furnessia, *Columbia*	5	15	0....	27.75
Other Steamers	5	10	0....	26.50
DOMINION LINE S.S. Canada and New England..	5	15	0....	27.75
Merion, *Commonwealth* Liverpool Canadian Service	5	10	0....	26.50

Petitioner's Exhibit 736

7543

CUNARD LINE S.S. Campania, Lucania, Etruria, Umbria	6	0	0....	28.75
S. S. Aurania, and Boston Service ..... *Ultonia, Ivernia, and Saxonia*	5	15	0....	27.75
WHITE STAR LINE S.S. Teutonic, Majestic..... *and Oceanic*	6	0	0....	28.75
S.S. Britannic, Germanic, Cymric, *Celtic, Cedric*	5	15	0....	27.75

Children between 1 and 12 years half fare; Infants under 12 months 10/- cash, $3 prepaid.

When any Service has two rates, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated steamers, unless they have been paid difference in rate.

7544

The foregoing rates apply only to Steamers at present employed in the Services of the Lines.

4.—That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

7545

5.—That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore.

6.—That Homeward orders be the equivalent of the East Bound rate at the exchange of 4/- per $1 (commission 6/-) from New York, Boston, Philadelphia, and Baltimore to ports of debarkation, except in

7546 *Petitioner's Exhibit 736*

the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines who may give free rail tickets Liverpool to London.

7.—The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

8.—This agreement is to commence on the 1st July,
7547 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, subject to clause 7, and to the power of suspension being exercised by any line should any new line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

9.—That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of de-
7548 barkation excepting as provided for in clause 5.

10.—All parties mutually agree that any disputes or claim between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:—

(*a*) Arbitration proceedings in Europe shall take place at Liverpool.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining

party, and stating the nature, and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a Single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

7550

(*d*) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

7551

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for

7552 *Petitioner's Exhibit 736*

each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party
7553 hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from
7554 raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made

Petitioner's Exhibit 736 7555

in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any Statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

AMERICAN LINE,
(Liverpool and Philadelphia)
(Southampton and New York)
Richardson, Spence & Co. 7556

ALLAN LINE, Liverpool and London,
Allan Brothers & Co.,
Liverpool and London, Ltd.,
R. G. Allan, Director

ALLAN LINE AND STATE LINE, Glasgow,
Jas. & Alex. Allan

ANCHOR LINE,
Henderson Brothers.

CUNARD STEAMSHIP CO. LTD.,
A. P. Moorhouse.

DOMINION LINE, Liverpool,
Richards, Mills & Co.

WHITE STAR LINE, 7557
Ismay, Imrie & Co.

Liverpool, June 15th, 1898.

The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

7558 *Petitioner's Exhibit 736*

FOR BRITISH & IRISH AGENTS.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of
7559 the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1.—No agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit ANY PERSON IN HIS EMPLOY OR ON HIS PREMISES *to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line*
7560 *will be immediately disqualified.*

The names of the North Atlantic Passenger Conference Companies are:—

The Conference Lines.

Allan Line ...Allan Brothers & Co., Liverpool and London, Limited.
Allan State Line .....J. & A. Allan.
American Line, Liverpool—Philadelphia. } Richardson, Spence & Co.
American Line, Southampton—New York }
Anchor Line .....Henderson Brothers.
Cunard Line .....The Cunard Steamship Co., Limited.
Dominion Line .....Richards, Mills & Co.
White Star Line.....Ismay, Imrie & Co.

Petitioner's Exhibit 736 7561

2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license; *or to obtain tickets, directly or indirectly, through or by any other Agent or person. Agents are also prohibited from appointing Sub-agents.*

Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License *or appoint Sub-Agents.*

3.—The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket. 7562

Amount actually received to be entered in the Ticket.

5—Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or RETURNING ANY PORTION OF THEIR COMMISSION, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or ANY PERSON WHATSOEVER.

No return or allowance to be made to Passengers or other persons.

4—*No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland nor to receive commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class or Mixed Class Rates. In col-* 7563

7564 *Petitioner's Exhibit 736*

lecting inland fares Agents must be careful to charge the Inland tariff rate from the Port at which passengers land from the Atlantic steamer. It is not permissible to use the tariff rate from any other port.

Inland Bookings of Emigrant or Colonist or second or mixed class, must take place through the Steamship Company only, and only to places mentioned in the Tariff

7—Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Com-
7565 pany. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference.

Remittances.

6—No charge is allowed to be made by Agents for bill-posting.

Bill-posting.

8.—No circular or publication of any kind reflecting upon, or instituting any comparison unfavourable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any
7566 Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agents' business.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

9.—When an Agent Advertises a Rate for passage to America he must distinctly name the Line by which such rate is available, *and see that the rate inserted in the Advertisement is the correct one charged by the Line.*

Petitioner's Exhibit 736 7567

Advertising rates of passage.

10.—In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Connection between Liverpool City Agents and Agents outside Liverpool. 7568

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

Charge for Lodgings in Liverpool.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

(C) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified. 7569

Commission on Board or Lodging.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

7570 *Petitioner's Exhibit 736*

Baggage Labels.

11.—No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

ALLAN BROTHERS & Co. LIVERPOOL & LONDON LIMITED. ..... *Allan Line.*

J. & A. ALLAN ..... *Allan State Line.*

7571

RIDHARDSON, SPENCE & Co.. { *American Line, Liverpool—Philadelphia.* / *American Line, Southampton—New York*

HENDERSON BROTHERS ..... *Anchor Line.*

THE CUNARD STEAMSHIP Co. *Limited*..... *Cunard Line.*

RICHARDS, MILLS & Co..... *Dominion Line.*

ISMAY, IMRIE & Co..... *White Star Line.*

Revised Oct. 18th, 1900.

7572

Petitioner's Exhibit 737.

7573

NOTE.—Corrected February 19, 1903. Alterations *in Italics.*

(Cover.)

BRITISH BUSINESS

(Steerage Westbound.)

AGREEMENT

BETWEEN THE FOLLOWING BRITISH LINES, VIZ: 7574

Allan and Allan and State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; and White Star.

BRITISH BUSINESS

(STEERAGE WESTBOUND.)

Agreement

7575

Between the following British Lines, viz:—Allan and Allan and State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; and White Star.

1.—That the rules and regulations in operation July, 1893, and also those for Agents annexed, be considered part of this Agreement.

2.—That the commission to any Agent for securing Cash Passengers shall not exceed six shillings per

7576 *Petitioner's Exhibit 737*

adult, three shillings per child, one shilling per infant; and for Prepaid Passengers, $2 per adult, $1 per child, $0.50 per infant.

3.—That the rates be as follows:—

	Cash			Prepaid
Allan Line Liverpool Canadian Service	£5	10	0	$26.50
Allan Line and State Line Glasgow—New York Service	5	10	0	26.50
7577 Allan Line and State Line Boston Cattle Steamers	5	5	0	26.50
American Line Southampton—New York Service—S. S. St. Paul, St. Louis, *Philadelphia, New York*	6	0	0	28.75
Vaderland	5	15	0	27.75
American Line—Philadelphia ..	£5	10	0	$26.50
Anchor Line S. S. Furnessia, *Columbia*	5	15	0	27.75
Other Steamers	5	10	0	26.50
Dominion Line S. S. Canada, New England, *Commonwealth, Columbus, Mayflower*	5	15	0	27.75
7578 Liverpool Canadian Service ..	5	10	0	26.50
Cunard Line S. S. Campania, Lucania, Eturia, Umbria ...	6	0	0	28.75
S. S. Aurania, and Boston Service *Ultonia, Ivernia and Saxonia*	5	15	0	27.75
White Star Line S. S. Teutonic Majestic, *and Oceanic*	6	0	0	28.75
S. S. Britannic, Germanic, Cymric, *Celtic, Cedric*	5	15	0	27.75

Children between 1 and 12 years half fare; Infants under 12 months 10/-cash, $3 prepaid.

Petitioner's Exhibit 737 7579

When any Service has two rates, Prepaid or Cash Tickets at the lower rate shall plainly state they are only available for the named Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers unless they have been paid difference in rate.

The foregoing rates apply only to Steamers at present employed in the Services of the Lines.

4.—That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprie- 7580
tors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

5.—That free railway tickets be granted only from the United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore.

6.—That Homeward orders be the equivalent of the Eastbound rate at the exchange of 4/- per $1 (commission 6/-) from New York, Boston, Philadelphia 7581
and Baltimore, to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines, who may give free rail tickets, Liverpool to London.

7.—The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

7582 *Petitioner's Exhibit 737*

8.—This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, subject to clause 7, and to the power of suspension being exercised by any Line, should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

9.—That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool
7583 Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.

10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at Liverpool.

(*b*) Notice in writing of intention to prefer a claim
7584 shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator

to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision 7586
of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

7587

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notifica-

7588 *Petitioner's Exhibit 737*

tion of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement, and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement, it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall
7589 be treated as the liquidated and ascertained damage for the breach of this Agreement complained of, and not in the nature of a penalty, or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them
7590 within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

Petitioner's Exhibit 737

7591

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

American Line	Liverpool and Philadelphia Southampton and New York.	Richardson, Spence & Co.
Allan Line, Liverpool and London ...		Allan Brothers & Co., Liverpool & London, Ltd., R. G. Allan, Director.
Allan Line & State Line, Glasgow		Jas. & Alex. Allan
Anchor Line, *Limited*		Henderson Brothers
Cunard Steamship Co. Ltd.		A. P. Moorhouse,
Dominion Line, Liverpool		Richards, Mills & Co.
White Star Line		Ismay, Imrie & Co.

7592

Liverpool, June 15th, 1898.
Corrected February 10th, 1903.

7593

7594 *Petitioner's Exhibit 737*

For British and Irish Agents.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

Revised Regulations for Agents.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of the
7595 Agent that the Regulations herein contained will be strictly adhered to.

Prohibitions against booking for any Non-conference Line.

1.—No Agent is to issue Tickets, book passengers, nor cause them to be booked, directly or indirectly, nor permit *any person in his employ or on his premises* to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The Conference Lines.

The names of the North Atlantic Passenger Con-
7596 ference Companies are:

Allan Line	Allan Bros. & Co., Liverpool and London, Limited.
Allan State Line	J. & A. Allan.
American Line, Liverpool—Philadelphia	Richardson, Spence & Co.
American Line, Southampton—New York	Richardson, Spence & Co.
Anchor Line	Henderson Brothers.
Cunard Line	The Cunard Steamship Co., Limited.
Dominion Line	Richards, Mills & Co.
White Star Line	Ismay, Imrie & Co.

Petitioner's Exhibit 737 7597

2.—No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license *or to obtain tickets, directly or indirectly, through or by any other Agent or person. Agents are also prohibited from appointing Sub-Agents.*

Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License, or *appoint Sub-Agents.* 7598

3.—The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

Amount actually received to be entered in the Ticket.

5.—Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents. or any person whatever. *The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances, can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.*

No return or allowance to be made to Passengers or other persons. 7599

7600 *Petitioner's Exhibit 737*

4.—No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland nor to receive commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class *or Mixed Class Rates. In collecting Inland fares Agents must be careful to charge the Inland tariff rate from the Port at which passengers land from the Atlantic steamer. It is not permissible to use the tariff rate from any other Port.*

Inland Bookings of Emigrant or Colonist *or Second or Mixed Class* must take place through the Steamship Company only, and only to places mentioned in the Tariff.

7601

7.—Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference.

Remittances.

6.—No charge is allowed to be made by Agents for bill-posting.

Bill-posting.

7602

8.—No circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agent's business.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

Petitioner's Exhibit 737 7603

9.—When an Agent Advertises a Rate for Passage to America he must distinctly name the Line by which such rate is available, *and see that the rate inserted in the Advertisement is the correct one charged by the Line.*

Advertising Rates of passage.

10.—In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Connection between Liverpool City Agents and Agents outside Liverpool.

7604

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night.

Charge for Lodgings in Liverpool.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

(C) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

Commission on Board or Lodging.

7605

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

Baggage Labels.

11.—No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected

7606

of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

ALLAN BROS. & CO. LIVERPOOL & LONDON LIMITED. Allan Line.
J. & A. ALLAN ..... Allan State Line.
RICHARDSON, SPENCE & Co. .. American Line, Liverpool—Philadelphia. American Line, Southampton-New York.

7607

HENDERSON BROTHERS ..... Anchor Line.
THE CUNARD STEAMSHIP CO. *Limited* ..... Cunard Line.
RICHARDS, MILLS & Co. ..... Dominion Line.
ISMAY, IMRIE & Co. ..... White Star Line.

July 1st, 1898.
These Rules are as revised October 18th, 1900.

7608

Petitioner's Exhibit 738.

7609

NOTE.—The Alterations and Additions in British Lines' Steamers and Rates in italics are as authorized by Minutes No. 323, etc., and the Scandinavian-American Line Alterations as per Minutes 335 and 349.

SCANDINAVIAN

AND

FINNISH BUSINESS,

INCLUDING ICELAND.

(Steerage Westbound.) 7610

AGREEMENT

Between the Following British Lines, viz:—

Allan and Allan and State (Liverpool, London, and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; White Star; and the Scandinavian-American Line, Copenhagen.

Liverpool, December 6th, 1898.
Corrected to February 10th, 1903.

Scandinavian and Finnish

STEERAGE PASSENGER BUSINESS 7611

(Including Iceland.)

AGREEMENT between the following British Lines, viz: Allan, and Allan-State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Cunard; Dominion; White Star; and the Scandinavian-American Line, Copenhagen.

1.—That prepaid Rates for Scandinavian Business, Denmark, Norway, Sweden (other than Stockholm)

7612 *Petitioner's Exhibit 738*

from the Ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, and Aalborg, be—

		Per Adult
SCANDINAVIAN-AMERICAN LINE for—		
Oscar II.	*Direct Ports*	*33.25*
	Indirect Ports	*31.00*
S. S. Hekla, *Direct Ports*		*29.50*
S. S. Norge, Island, *Indirect Ports*		*28.50*
ALLAN LINE, Liverpool and ALLAN-STATE LINE, Glasgow		*28.50*
AMERICAN LINE, Southampton, S.S. St. Paul, St. Louis New York *Philadelphia*		*33.25*
S.S. Vaderland		*31.00*
AMERICAN LINE, Liverpool		*28.50*
ANCHOR LINE		*28.50*
CUNARD LINE, S.S. Campania, Lucania, Etruria, Umbria		*33.25*
S. S. Aurania, and Boston Steamers	*Ultonia*	*28.50*
Do.	*Saxonia, Ivernia*	*31.00*
DOMINION LINE *Canadian Service*		*28.50*
Do	*Canada, New England Commonwealth, Columbus, Mayflower*	*31.00*
WHITE STAR LINE, S.S. Teutonic, Majestic	*Oceanic*	*33.25*
S. S. Cymric, Britannic, Germanic		*28.50*
SS. Celtic, Cedric		*31.00*

From Stockholm the rate to be $3 additional.

Children between 1 and 12 years, half fare; Infants under 1 year, $3.

Commission to Agents, $2 per adult.

Petitioner's Exhibit 738

7615

That gross cash rates for Scandinavian Business, Denmark, Norway, Sweden (other than Stockholm) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, and Aalborg—

	Gross.	Nett off Copenhagen.
SCANDINAVIAN-AMERICAN LINE for		
S.S. Hekla, *Direct Port*	Kr. *113*	Kr. *101*
S.S. Norge, Island, *Indirect*	Kr. *108*	Kr. *96*
S.S. Oscar II, Direct Ports	*Kr. 127*	7616
Indirect	*Kr. 118*	

		Nett off Scandinavian Port.	
ALLAN LINE Liverpool, ALLAN-STATE LINE, Glasgow	Kr. *108*	£5 6 0	
AMERICAN LINE (Southampton), S.S. St. Paul St. Louis, New York, *Philadelphia*	Kr. *127*	6 6 0	
S.S. Vaderland	*118*	5 17 0	
AMERICAN LINE, Liverpool	Kr. *108*	5 6 0	
ANCHOR LINE	Kr. *108*	5 6 0	
CUNARD LINE, S.S. Campania, Lucania, Etruria, Umbria	Kr. *127*	6 6 0	
S.S. Aurania, and Boston Steamers	Kr. *108*	5 6 0	7617
Do. Ultonia	Kr. *108*	5 6 0	
Do. Saxonia, Ivernia	*118*	5 17 0	
DOMINION LINE *Canadian Service*	Kr. *108*	5 6 0	
Do. Canada, New England, Commonwealth, Columbus, Mayflower	*118*	5 17 0	
WHITE STAR LINE, S.S. Teutonic, Majestic	Kr. *127*	6 6 0	
Do. Oceanic	*127*	6 6 0	
S.S. Britannic, Germanic, Cymric	Kr. *108*	5 6 0	
Do. Celtic, Cedric	*118*	5 17 0	

2539

Petitioner's Exhibit 738

7618

Gross rate from Stockholm to be Kr. 12 higher than above.

Children between 1 and 12 years, half fare; Infants under 1 year, 10 Krs. Gross. 10/- each nett. Commission to Head Agents, 12 Krs. per adult. 6.00 Krs. per child.

When any Service has more than one rate, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamer or Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by higher rated Steamers,

7619 unless they have been paid difference in rate.

2. Prepaid Rates for Finnish Business, to or from Ports of Abo or Hango or Helsingors:

That prepaid Rates for Finnish Business be the same as for Stockholm, that is $3 higher than the Scandinavian Prepaid Rates tabulated above, Children between 1 and 12 years, half fare; Infants under 1 year, $3. Commission $2 per adult.

That the gross cash rates for Finnish business by direct Steamers from Abo, Hango or Helsingfors, via Hull or Copenhagen, be fixed as follows:

7620

	Gross Finnish Marks.	Nett off Finnish Port.
SCANDINAVIAN-AMERICAN LINE for	*Oscar II.* *183*	*P. Paid $34*
S.S. Norge, Island / S.S. Hekla	*169*	*P. Paid $31.50*
ALLAN Line, Liverpool	*169*	£5 19 6
ALLAN LINE and STATE LINE, Glasgow	*169*	5 19 5
AMERICAN LINE, Southampton—S.S. St. Paul, St. Louis, New York *Philadelphia*	*195*	6 19 6
S. S. Vaderland	*183*	6 10 6
AMERICAN LINE, Liverpool	*169*	5 19 6
ANCHOR LINE	*169*	5 19 6

Petitioner's Exhibit 738 7621

CUNARD LINE—S.S. Campania, Lucania, Etruria, Umbria	*195*	*6*	*19*	*6*
S.S. Ivernia, Saxonia	*183*	*6*	*10*	*6*
S.S. Aurania and Boston Steamers *Ultonia*	*169*	*5*	*19*	*6*
DOMINION LINE	*169*	*5*	*19*	*6*
Do. Canada, New England, Commonwealth, Columbia, Mayflower	*183*	*6*	*10*	*6*
WHITE STAR LINE—S.S. Teutonic, Majestic *Oceanic*	*195*	*6*	*19*	*6*
S.S. Cymric, Britannic, Germanic	*169*	*5*	*19*	*6*
Celtic, Cymric	*183*	*6*	*10*	*6*

Children between 1 and 12 years, half fare; Infants under 1 year, 15 Marks gross, 10/- nett. Commission to Head Agents, 17 Finnish Marks per adult. 7622

3. That the cash rate for Icelandic passengers be fixed as follows: For Fast steamers 140 kroners, for all other steamers of the Lines party hereto 115 from Iceland to landing port in America. Children between 1 and 12 half-fare, Infants 10 kroner, 10s. net. Commission to Head Agents 9 kroner per Adult, Kr. 4.50 per child. No prepaids to be issued.

All the foregoing rates apply only to steamers at present employed in the services of the Lines.

4. The British Lines agree to discontinue free forwarding of passengers from any Norwegian port to any other Scandinavian port for shipment. 7623

5. That beyond said commission no allowance of any kind based upon results, present, prospective, or retrospective be made. Each Company shall, however, be at liberty to allow its Head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 19 hereof.

7624 *Petitioner's Exhibit 738*

6. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore.

7. The Scandinavian-American Line to confine its direct business to the ports it ran from prior to July, 1893, and to its present fleet, except that the *"Hekla"* and "Island" be permitted to call at Gothenburg.

8. That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in force for the Steamer carrying such passengers.

7625 9. The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.

10. Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.

11. The Scandinavian-American Line undertakes not to engage as steward, or in any other capacity, for the passage out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of
7626 persons engaged to work the passage out as stewards, in time for an examination into the circumstances, should the Secretary or the Association desire it.

12. The Secretary of the Passenger Conference, at *31 James* Street, Liverpool, shall act as Secretary in Europe under this Agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scandinavian and Finnish and Icelandic passengers carried during the previous week.

Petitioner's Exhibit 738 7627

13. Free and reduced passages being prohibited, no passenger shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives. No free passages shall be given to Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; the intention being that excepting that the principals of the different Firms or Lines are at liberty to grant free passages to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given. 7628

14. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall at the option of the complaining party take place at Copenhagen, Liverpool or Glasgow.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post. 7629

(*c*) Unless the disputing party mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbi-

7630 *Petitioner's Exhibit 738*

trator, to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party fail-
7631 ing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic
7632 violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 4 sub-clause (*b*) of the Rules for Agents.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing

duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent for any Party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him. 7633

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach, and each party hereby irrevocably declares him finally stopped from raising any contrary contention. 7634

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to reopen and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award. 7635

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

7636 *Petitioner's Exhibit 738*

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

(*l*) Disposal of Fines. All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.

7637 (*m*) This Agreement may be made a rule of *his* Majesty's Court of *Kings* Bench or *his* Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.

15. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Lines, with their interpreters, and the Acting Secretary under this
7638 agreement or his nominee.

In the event of the Secretary being the representative of the complaining or defending Lines another Secretary shall be nominated by the Lines, other than those at issue.

16. That the annexed Agreement Rules and Regulations for Agents considered part of this Agreement be adopted and enforced.

17. This Agreement to be subject to right of withdrawal by any Line on giving 14 days' notice.

Petitioner's Exhibit 738

18. The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

19. That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line, Liverpool and London, and Allan and State Line, Glasgow, to be counted as one Line. The American Line,

(Signed)

ALLAN LINE, Liverpool and London	Allan Brothers & Co., Liverpool and London, Limited, J. H. Allan, Director.
ALLAN & STATE LINES, GLASGOW	Jas. & Allex. Allan.
AMERICAN LINE Liverpool & Philadelphia, Southampton & New York,	Richardson, Spence & Co.
ANCHOR LINE	Henderson Brothers.
CUNARD LINE	The Cunard Steamship Company, Limited A P. Moorehouse, General Manager.
DOMINION LINE	Richards, Mills & Co.
SCANDINAVIAN-AMERICAN LINE	For Det Forenede Dampskibs Selskab. Chr. Larsen, Director.
WHITE STAR LINE	Ismay, Imrie & Co., Managers.

7642 **Petitioner's Exhibit 739.**

N. B.—The additions herein are principally as authorized by Minutes 299, 337, and 453.

AGREEMENT

RULES AND REGULATIONS FOR AGENTS,

Relating to Scandinavian (Norway, Sweden and Denmark) and Finland Steerage Passenger Business, to be in Force on and From Date Hereof.

7643 1. Each Company being party to this arrangement shall obtain from each of its Head Agents his signature, duly witnessed, to two copies of these rules, one of which shall be deposited with the Secretary of the North Atlantic Passenger Conference, *31, James Street*, Liverpool, who shall act as Secretary under this Agreement, for all Lines parties hereto. Head Agents shall be those at the ports following, viz.—Drontheim, Bergen, Stavanger, Christiansand, Christiania, Gothenburg, Stockholm, Helsingborg, Malmo and Copenhagen, also Hango, or Helsingfors, Finland.

7644 2. All Agents in Scandinavia and Finland shall be liable to dismissal or fine by the Company employing them, or by the unanimous decision of the Companies parties to this agreement, other than the Companies employing them, without having any claim for damages or indemnity in consequence thereof.

3. An Association of Head Agents shall be maintained at each Head Agency port, with a duly appointed Secretary and Arbitrator. If at any time no agreement can be arrived at by the Associated Agents as to appointment of Arbitrator, the Secretary shall notify the fact to the Secretary under this agreement, at *31, James Street*, Liverpool, and the Lines party

hereto shall thereupon without delay make the appointment. The Secretary shall be one of the members of the Association and each to act for a period not exceeding three months, to be appointed in alphabetical order of their names. It shall be obligatory upon Agents to attend meetings personally, unless prevented by unforseen circumstances, when they have liberty to appoint a deputy—say the person managing his business at the time, or other competent member of his office staff—to attend. Wilful or continual absence from meetings without reasonable cause on the part of Agents, will be considered a breach of regu- 7646
lations.

4. (*a*) All differences, disputes, and complaints are, as far as possible, to be investigated at the Scandinavian or Finnish port—the Agents of the complaining and defending Lines to be present at the examination of passengers and investigation of complaints, *and it is the duty of the Local Secretary to instruct them to be present before examining passengers in cases of complaint*—and if it be considered by the Association, or any Member thereof, that a breach of the letter or spirit of this Agreement has been committed, the Association, or such individual Member, is empowered to refer the matter to the Arbitrator. 7647

(*b*) The Arbitrator shall have power to decide all matters thus brought before him, and to inflict fines as he may think equitable according to the following scale, in addition to the Arbitrator's fee and all costs relating to the Arbitration reference. He shall likewise have power to require the complainant or complainants to pay the costs and fee in case the decision be adverse to them.

7648 *Petitioner's Exhibit 739*

SCALE OF FINES.

For infractions committed by Members of Associations at	1st offence.	2nd offence.
Bergen, Stavanger or Christiansand	50 to 100 Kr.	125 to 200 Kr.
Drontheim, Stockholm, Malmo or Helsingborg	75 to 150 Kr.	125 to 250 Kr.
Christiania, Gothenburg or Copenhagen	100 to 200 Kr.	250 to 400 Kr.
Hango, Helsingfors, or other Finnish port	100 to 200 Kr.	250 to 400 Kr.

7649 For a third offence the penalty shall be dismissal and disqualification.

In case the complaint is in regard to the booking of passengers at reduced rates, or by improper concessions, and the transaction in question embraces more than one adult passenger, the amount of fine fixed shall be increased by ten per cent for each other computed adult so included in the transaction in question, even though the total exceed the scale limits.

(*c*) All fines and costs shall be borne by the Agents themselves, the Line employing them not being allowed to refund any part of the same. Head Agents to be responsible for payments of fines inflicted upon
7650 their Sub-Agents. All fines shall, under pain of disqualification, be paid immediately to the Arbitrator, who will thereupon remit same to the Acting Secretary at Liverpool.

(*d*) Application from the Association through the Secretary at Liverpool for an allowance out of the fines, levied at their port toward the legitimate expenses incurred by the Association will be considered.

(*e*) A Scandinavian or Finnish Arbitrator's Award which any three Lines parties hereto may con-

 7651

sider bad or defective, provided the fine awarded shall duly have been paid in, shall once only, at the instance of any of those Lines, be referred back to the Arbitrator in question for reconsideration. If not then amended, there shall be a right of final appeal by the said Company to the Lines party hereto, who shall have power to annul the award by the vote of a majority of two-thirds. The Line against whose Agent the complaint is brought shall have no vote.

5. In case of complaint the Agent and/or the Line complained against shall give every facility for the examination of passengers. It shall be considered a 7652
serious offence to advise a passenger to either evade examination or the giving of truthful evidence, on oath or otherwise.

6. Each Agent shall deposit with the Arbitrator cash security for Kr. 500, and should any Agent refuse to pay a fine imposed upon him, it shall be deducted from such deposit, and he shall at once be disqualified from acting thereafter as Agent for any of the Associated Lines. Any Agent omitting to make this deposit, shall be disqualified from acting for any Company party hereto.

7. Meetings shall be called by the Secretary of the 7353
Local Association for the date which may be fixed for ordinary meetings, or at any time on the request of any one member.

On the notice convening the Meeting must be stated the business to be discussed at such Meeting, and any question not entered on such notice paper cannot be considered, unless with the consent of those present.

All correspondence in connection with the Association must be circulated for the general information of the Members.

7654 *Petitioner's Exhibit 739*

8. At the Meetings of the Association the members shall take the chair in the alphabetical order of their names, or the Arbitrator appointed as per Rule 3 shall be the Chairman, if he be present at such meetings. The Passenger Manager of any of the Companies parties hereto, and the Secretary under this agreement shall be at liberty to attend any of the meetings, but shall have no vote.

Should any difference, dispute, or complaint take place, in connection with which the Chairman or secretary, for the time being is the complainant or defendant, the Members next in turn to take office as
7655 Chairman or Secretary must act as such when the matter is under discussion, or in carrying on the investigation connected therewith.

9. Each Association shall formulate local rules, not at variance with the tenor hereof, for governing all matters relating to their business.

A copy of such local rules to be forwarded to the Secretary, *31 James Street,* Liverpool, for approval, also notification of any alterations or additions thereto.

Added to Rule 7.

10. Such Rules and any alteration thereof must be
7656 unanimously adopted, and shall be binding on all Agents, unless any one of the Companies parties hereto refuse to confirm the same. Agents acting for more than one Line shall have one vote only. If unanimity cannot be obtained, a majority of the members may appeal through the Secretary under this agreement to the several Companies parties hereto, and upon his advising the Association that the objection of the minority has been overruled by the Companies, the proposal in question shall stand good.

11. (*a*) From the gross Ocean rate fixed by the Companies, a commission of 12 kroner per adult, 6

kroner per child, and 1 kroner per infant, will be allowed to Head Agents. In the case of Finnish Head Agents, the commission will be 17 Finnish marks per adult, 8.50 Finnish marks per child, and 1 1/2 Finnish marks per infant. The commission allowed them on the Inland fare will be 5 per cent, except on fares to points east of Buffalo, Pittsburg, Wheeling, &c., to which no commission is paid. No further allowance per head or based upon the amount of business done, present, prospective, or retrospective, can be made.

(*b*) Head Agents are empowered to allow out of 7658
their commission to sub-agents only, a commission of 5 kroner per adult, and 2.50 kroner per child. In the case of Finnish Sub-Agents, commission not to exceed 7 Finnish marks per adult, 3.50 Finnish marks per child.

(*c*) Sub-Agents are not to be allowed commission on Infant Fares, American Inland Fares, Money Exchanging or Drafts, nor shall any allowances, presents, or concessions of any kind beyond the above commission be granted them.

(*d*) Sub-Agents reported to the Local Association as being in default to any Association Member, or as 7659
acting for any Line not party to the Scandinavian Agreement, shall *ipso facto*, be disqualified, and shall not be eligible for employment in any capacity by any Association Member during the period his disqualification remains in force.

(*e*) Commission allowance for forwarding prepaid passengers one shilling per statute adult.

(*f*) In regard to Christiansund, Aalesund, Laurvik, and Arendal in Norway, Stockholm in Sweden, and Esbjerg in Denmark, Head Agents are at

7660 *Petitioner's Exhibit 739*

liberty to pay commission to their agents at Scandinavian points, not exceeding 10 kr. per adult. In the case of Finnish points, viz:—Wasa, Kristinestad, and Gamla Karleby, the Sub-Agents' commission not to exceed 14 Finnish marks.

Christiansund and Aalesund shall be governed by Drontheim or Christiania, or Bergen; Arendal, and Laurvik by Christiania, or Christiansand, Stockholm by Gothenburg, Helsingborg and Esbjerg by Copenhagen, and it is also permissible for any Line to govern Malmo or Helsingborg by Gothenburg or
7661 Copenhagen; Finnish points by Hango or Helsingfors.

(*g*) No person shall be acknowledged as Sub-Agent, or receive commission for business done within one month from the date upon which his agent's license is countersigned by the police authority at the port from which such license is issued.

(*h*) The rates fixed from time to time are not subject to any allowance or drawback of any kind, either to a leader in the shape of free or reduced passage in any class, or in any other way, directly or indirectly, and no person shall be carried who does not pay the full tariff fare for the accommodation he receives.

7662

12. By "Adult" shall be understood any person who, by the date fixed for his or her embarkation at the Scandinavian or Finnish Port, will have completed his or her twelfth year; by "Child" such as, on said date, will be twelve months and under twelve years old, and by "Infant" such as, on said date, will not have completed the twelfth month.

Agents shall require the production of baptismal certificates for children and infants, and where such verification of the ages stated cannot be produced, or the attestation obtained of two other Agents that

Petitioner's Exhibit 739 7663

the ages stated are manifestly correct, the children shall be charged for as if they had passed fixed age-limit.

In the event of passengers not being able to produce the certificates of baptism of the children, or of its being inconvenient to obtain the attestation of two other Agents, the Agent is permitted to book at once (without calling in two other agents) provided it is manifest to him that the infant or child is not above six months, or eight years respectively; but for any such infant or child so booked, the Agent must immediately give notice to two of the other Agents 7664 *of the transaction, in order that they may investigate the matter, if there be in their opinion any doubt about the infant or child being under the Conference age limit, viz: infant under 12 months and child under 12 years. Failing his giving such notice, the booking of such child or infant will be considered a breach of clause 12 of the Agreement.*

13. (*a*) The actual amount received from passengers shall in all cases be distinctly entered on the passage contract ticket. Deposits must not be received to cover the booking of passengers whose full names and ages are not recorded (and a deposit ticket issued in favour of each *individual passenger, except in the case of a* 7665 *family the whole of whose names may be entered upon one deposit receipt) at the time of making deposit. In other words, no passenger shall be considered as booked in advance who has not paid the full amount of fare or a cash deposit on account of same, and who has not received at the time of making the deposit or paying the full fare a ticket or deposit receipt in his or her name and showing therein the amount paid, the date of payment, and the full fare through to destination agreed upon. It will be considered a breach of this rule if any Agent issues a deposit receipt or*

7666 *Petitioner's Exhibit 739*

contract ticket without these particulars are fully inserted therein.

The name of the Steamer for which deposit receipt or Contract Ticket is issued must be plainly stated thereon, and in the case of Prepaid Certificates, such must not be accepted for passage by Steamers other than called for by the Prepaid Certificate or other than those to which the Rate named in the Prepaid Certificate applies unless difference in Rate is paid.

(*b*) Agents shall not be permitted to quote rates nor issue tickets at any but the authorized through
7667 rates from Scandinavian and Finnish Ports.

In cases when booking families through to an Inland destination, the proper tariff rate of Inland transportation must be collected from every member of the family of 5 years and upwards, and the total amount of such Inland fare, along with the total amount of Ocean passage money, entered in the contract ticket.

When the whole family, that is each member of it 5 years old and above, are not prepared to pay the cost of Inland transportation, but wish to book only a portion of the family Inland, then the Agent must decline to book any of the family Inland at all, but
7668 *collect the Ocean passage money to the port of debarkation only.*

(*c*) The British Lines agree to discontinue free forwarding of passengers from Norwegian ports to other Scandinavian port for shipment.

(*d*) No allowance for transportation of baggage, board or lodging in Scandinavia or Finland, nor any other concession from the fixed rate, in any form whatever, shall be promised, granted, or pretended to be offered to or on account of any passenger, except that the Scandinavian-American Line be allowed

to pay board, transportation expenses, &c., at the port of embarkation on passengers booked through at, and arriving from other points to which agreement Ocean rates apply. The British Lines to have equal right regarding points in Scandinavia and Finland, when passengers booked at the agreement Ocean rate under above clause C are not conveyed direct from thence to the East Coast port in Great Britain

(*e*) Passengers booked to or from Scandinavian or Finnish Inland points must in all cases be given a ticket or forwarding order for the journey to or from the Port of Embarkation or Debarkation; it being 7670
prohibited to give cash or its equivalent for such Inland journey.

(*f*) *Added to Rule 13* (*a*).

14. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote rates to passengers nor to cause them to be booked, nor to receive commission for their being so booked from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied by the Company he repre-
sents. 7671
This rule applies only to Inland booking at Third Class (Emigrant) or Colonist and Second Class *or Mixed Class rates.* Such Tariffs to be only those tabled by the respective Steamship Companies with the Secretary.

In charging Inland rates quoted in the British currency tariffs, the rate of exchange of Kr. 18.25 per Pound is to be used; and when quoting Inland fares from an American currency tariff, the exchange of Kr. 3.80 per Dollar to be charged.

7672 *Petitioner's Exhibit 739*

15. Agents are not permitted to represent a Line or Lines not party to this Agreement. Agents shall not book passengers for any Line other than that they directly represent.

16. No circular or publication of any kind reflecting upon or instituting comparisons between the Lines subscribing to this Agreement shall be issued or made use of by any Agent, nor shall any Agent or his employès make or utter any statement concerning any Line party to this Agreement, or concerning its Agents, or its sailings, that can injuriously affect such
7673 Line's or its Agents' business, and it is prohibited for an Agent or his Employès to meddle with the prepaid or cash passengers, or tickets, of any Line not represented by him. To avoid the possibility of being fined for breach of this rule, Agents are requested to avoid all reference to Lines other than those they represent. Agents describing vessels must not exaggerate their size or speed or publish any tonnage other than the gross registered tonnage.

17. Agents' Associations in Scandinavia are to determine a uniform rate of exchange for drafts, currency or gold, such rate not to be less than Kr. 3.70 nor more than Kr. 3.80 per Dollar.

7674 18. A return of the numbers of cash and prepaid passengers leaving the port (and outports, if any, under its control) must be sent monthly by the Secretary of each Local Association to the Secretary under this Agreement, at Liverpool, as also copies of all Minutes and Agreements of the Association.

19. To conduce to an uniform interpretation of the terms hereof by the several Agents and Arbitrators, an approved translation of this Agreement shall be printed respectively by the Associations at Christiania, Gothenburg, and Copenhagen, and three copies

 7675

be supplied to each member of the several Associations respectively, in Norway, Sweden, and Denmark, and to their Arbitrators, also to the Secretary in Liverpool, who will remit the expense thereby incurred.

20. The following Lines are parties to this Agreement:

ALLAN LINE and STATE LINE Liverpool, Glasgow and London.

ANCHOR LINE, Glasgow, Liverpool and London.

AMERICAN LINE, Liverpool and Philadelphia, and Southampton and New York.

CUNARD LINE, Liverpool. 7676

DOMINION LINE, Liverpool.

SCANDINAVIAN-AMERICAN LINE, Copenhagen.

WHITE STAR LINE, Liverpool.

Declaration to signed by Agent, and returned within one week from receipt.

I hereby assent to and undertake to abide by the foregoing regulations, and I agree that they shall be considered as part of the terms of my employment.

Signed ..... Agent at .....
Date ..... for ..... Line. 7677
Witness ..... Address .....

Declaration to be signed by the Steamship Company party hereto.

We hereby assent to, and undertake to be bound by, the terms of the foregoing.

Signature .....
..... Line.

Liverpool, December 6th, 1898.
Corrected up to February 4th, 1903.

7678 **Petitioner's Exhibit 740.**

London, March 1905.

Revised Proof.

AGREEMENT R

AGREEMENT ON FIRST CLASS BUSINESS.

Between the Allan Line — Allan-State Line — American Line — Anchor Line — Atlantic Transport Line — Cie. Générale Transatlantique — Cunard Line — Dominion Line — Hamburg-Amerika Linie — Holland-Amerika Lijn — Leyland Line — Norddeutscher Lloyd — Red Star Line — White Star Line.

7679 1. Minimum Ocean Rates for First Class Passengers, Eastbound and Westbound:

Winter	Summer	
£20.10	£23.10	Kronprinz Wm., Kaiser Wm. II., Kaiser Wm. d. Gr., Deutschland.
£18	£21	Oceanic
£17	£20	Campania, Lucania, Amerika, Kaiserin Auguste Victoria.
£14[1])	£17[1])	Amerika, Kaiserin Auguste Victoria.
£16	£19	Lorraine, Savoie (Provence, to be rated, when she comes out).
£16	£19	Baltic, Cedric, Celtic, Caronia, Carmania.
7680		
£15	£18	Moltke. Blücher, Grosser Kurfürst.
£14	£17	Hamburg, Bremen, Barbarossa, König Albert, Friedrich der Grosse, Königin Luise, Prinzess Irene, Prinzess Alice
£15	£18	Majestic, Teutonic, St. Louis, St. Paul, Newyork, Philadelphia.
£14	£17	Touraine, Aquitaine.

Petitioner's Exhibit 740 7681

1) For passengers not provided with food. The restaurant charges for food being such as will prevent a passenger availing of these rates crossing at less than £ 17.— 20 including food.

Winter	Summer	
£13.10	£16.10	Umbria, Etruria.
£13	£16	Saxonia, Ivernia, Arabic, Republic, Canopic, Minneapolis, Minnehaha, Minnetonka, Vaderland, Zeeland, Finland, Kroonland, Holland America Line all steamers. Pennsylvania, Patricia, Pretoria, Graf Waldersee, Victorian, Virginian. 7682
£13	£14	Columbia, Caledonia.
£12	£15	Canada, Carpathia, Tunisian, Bavarian, Bretagne, Champagne, Gascogne etc., Cymric.
£11	£14	Cymric (when carrying cattle).
£11	£14	Other Steamers Dominion, Atlantic Transport, Leyland, C. P. R., Allan L'pool, Hamburg American Line and North German Lloyd.
£11	£11	Other slow steamers of Anchor and Parisian of Allan Line from Glasgow. 7683
£10	£10	Allan State Line.

New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

The Mediterranean services of the Lines parties to this agreement are excepted from the operation of this agreement.

7684 *Petitioner's Exhibit 740*

2. The Westbound and the Eastbound Summer Season shall be from 1st April to 31st October inclusive, except for Anchor Line „Columbia" „Caledonia" which shall have Summer Season 1st May to 31st October inclusive.

3. Servants accompanying First Class Passengers must pay the First Class Minimum Winter Rate of the respective steamer, throughout the year, if they have access to the First Class accommodation.

4. The minimum rates stipulated in Clause 1 are
7685 understood to be gross per adult, including commission.

5. Children of 1 year and under 10 years pay half fare, children under 12 months are free.

6. Through booked passengers must pay in addition to the Ocean Fare the actual official tariff rate of the Transportation Companies by which the transportation takes place.

7. Each Line is at liberty to fix its Minimum Westbound Cash or Prepaid or Eastbound Rate independently of each other higher than provided for in this Agreement.

7686 8. On round-trip tickets a reduction of 10% can be made, on the return portion of the rate. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their homeward tickets

9. All rates and commissions shall be converted into the different currencies at the following rates of exchange: 1 s. = 1 mark = 1.25 fr. = $ 0.25 = 0.60 Dutch guilder.

Petitioner's Exhibit 740 7687

10. No free passes or reductions shall be given to press representatives, shippers, or brokers, or to anyone, with the object of obtaining other passengers or business of any kind or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passes or reductions to Government officials, Scheduled General Agents or to other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to 7688
convey men when accompanying such live stock and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge.

Allan Glasgow Canadian Service may grant passes when absolutely necessary in competition with Donaldson Line, they confining such passes to their Canadian service and reporting any passes given to the other Canadian Conference Lines.

11. Bicycles shall be charged 10/-each; they must be crated. Dogs to be charged not less than 40/-each. 7689

12. The commissions to agents on First Cabin business shall be as follows:

For tickets issued in America:

Not more than 5% of the passage money with a minimum of $4 per adult for a single passage and $8 for a round-trip passage except in the case of scheduled General Agents, who are nonsalaried, to whom an extra commission of 2 1/2% of the gross amount of the passage money may be paid.

7690 *Petitioner's Exhibit 740*

For tickets issued in Europe:

In Great Britain and Scandinavia
not more than 5% of the passage money, except 7 1/2% to agents in London. (See Clause 12.)

On the Continent
not more than 7 1/2% of the passage money to General Agents or to agents in Paris (see clause 13), and not more than 5% to tourist offices, bankers, and agents doing only Cabin business. Such agents in the Cabin and Steerage business who have their own sub-agents organization are considered as General Agents.
7691 It is agreed that such General Agents cannot pay to their sub-agents more than 5% commission.

Tourist Offices

shall under no circumstances and in no country receive more than 5% commission.

Names of agents receiving more than 5% Commission to be reported to the Secretaries of the respective conferences who are to keep lists of same and circulate the lists amongst all the parties.

Agents may be allowed 3 sh. per ticket for exchanging prepaid or return tickets.

7692 13. Each Line shall not have more than two offices in London (Westend and City) for First Class business, and two in Paris, for its own account or conducted by an agent or by agents receiving 7½% commission (clause 12), and one office for its own account in any other place, which offices or agents are at liberty to pay to sub-agents or brokers a commission not exceeding 5% of the passage money. The above restriction for Paris does not refer to the Cie. Transatlantique.

14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.

15. This agreement shall take effect 27th March and circulars and tariffs shall be issued and mailed not later than 25th March, 1905.

16. The agreement shall continue for one year and thereupon or thereafter may be terminated on 3 months' notice.

17. All official communications between the Lines must be made through the Secretary of the North 7694
Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien Verband.

18. Steamers carrying only Second class Passengers, as distinguished from First class, must appear in all advertisements, circulars or other printed matter, issued by the Line, as carrying Second class Passengers only, without any reference to such passengers enjoying so-called Saloon Privileges.

19. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled by 7695
Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

(*b*) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office

7696 *Petitioner's Exhibit 740*

in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

7697 (*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may, if so required by the party or parties who appointed him, proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

7698 (*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent, for each breach, and for breach by any agent the fine or damages shall not be less than 5 £ nor more than £ 100.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not 7700
to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and 7701
each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

7702 *Petitioner's Exhibit 740*

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

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Petitioner's Exhibit 741.

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London, March, 1905.

AGREEMENT F

AGREEMENT ON SECOND CLASS BUSINESS.

Between the Allan Line — Allan-State Line — American Line — Anchor Line — Cunard Line — Dominion Line — Hamburg-Amerika Line — Holland-Amerika Line — Norddeutscher Lloyd Line — Red Star Line — White Star Line — Cie. Générale Transatlantique.

1. Minimum Ocean Rates for Second Class Passengers, Eastbound and Westbound:

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		Westbound			Eastbound		
"Oceanic," "Campania," "Lucania"		10	0	0	10	0	0
"Majestic," "Teutonic," "Baltic," "Cedric," "Celtic," "Caronia," "Carmania," "Carpathia," when not carrying First Class Passengers or cattle.		9	10	0	9	10	0
		9	10	0	9	10	0
"Philadelphia," "New York" / "St. Louis," "St. Paul"	Great Britain / Cherbourg	9	10	0	9	10	0
		11	0	0	10	0	0
"Umbria," "Etruria," "Saxonia," "Ivernia," "Arabic," "Republic," "Canopic" "Ottawa," "Victoria," "Virginian" and Empress boats		9	0	0	9	0	0
"Canada," "Ionian" (from Liverpool), "Tunisian," "Bavarian"							
"Kensington," "Southwark" American Line, Philadelphia Service "Columbia," "Caledonia"		8	10	0	8	10	0
Other existing steamers Allan Line do. Dominion Line Canadian Pacific Steamers "Furnessia" and "Parisian" from Glasgow		8	0	0	9	10	0
Other existing steamers Allan, Allan State and Anchor Lines from Glasgow		7	10	0	7	10	0
"Buenos Ayrian," "Laurentian"	London	7	5	0	7	5	0
"Sardinian," "Pomeranian" "Sarmatian"	Havre	30/—lower than lowest rate of C. G. T.					

7707

7708 *Petitioner's Exhibit 741*

"Kaiser Wilhelm II," "Kronprinz Wilhelm," "Kaiser Wilhelm der Grosse," "Deutschland"	12	0	0	11	0	0
X. Cie Générale Transatlantique twin screw steamers: "Amerika," "Kaiserin Auguste Victoria,"	11	10	0	10	10	0
Cie Générale Transatlantique single screws	10	10	0	9	0	0
"Barbarossa" and "Moltke" class	11	0	0	10	0	0
Red Star Line	10	10	0	9	0	0
Holland American	10	0	0	9	0	0
"Rhein," "Main," "Neckar" type	10	10	0	9	10	0
"Frankfurt," "Gera" type	10	10	0	9	0	0
Hapag slow steamers	10	10	0	9	10	0

7709 New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

The above are minimum Ocean rates except that the present practice of providing passengers by United States Lines with third-class Rail tickets between London and Liverpool for 10s. additional is continued. The Glasgow Lines may provide similar transportation between London and Glasgow for 25s. additional, and the Canadian Lines, when sailing to Canadian ports, are allowed to include the Rail ticket to and from London in the Ocean fare.

7710 All British Lines to advertise and charge 20s. more than the respective British Line rates from and to all Continental ports, and the said British Lines' rates to be the net rates off East Coast port for Scandinavian and Finnish passengers. No lower local rate than 20s. between the Continent and Great Britain is to be charged or advertised not even in 3rd Class tariff and advertisements.

The rates named include free transportation between New York, Philadelphia and Boston.

All Contracts are to be tabled.

2. When any Service has more than one rate, the tickets both prepaid and cash, issued at the lower rates shall plainly state they are available only for the named steamers to which the lower rate applies, and the Companies undertake that they will not carry the holders of lower rated tickets by higher rated steamers unless they have been paid the difference in rate.

3. The minimum rates named above are understood to be gross per adult including commission.

4. Children of 1 year and under 12 years to be charged half-fare. Children under 12 months one pound. 7712

5. Each Line is at liberty to fix its minimum westbound cash or prepaid or eastbound rates independently of each other, higher than provided for in this Agreement.

6. On round-trip tickets a reduction of 10% may be allowed off the return portion of the fare. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their tickets for the return journey.

7. All rates and commissions shall be converted into different currencies at the following rates of exchange: 7713
— 1 s = 1.25 fr. = 1 mark = $0.25 = 0.60 Dutch guilder.

8. The Norddeutscher Lloyd and the Hamburg-Amerika Line have the right to quote to or from Southampton, Dover and Plymouth for their Express steamers the same second class rate as the American Line for their fast steamers to or from Southampton, except that for the four steamers "Kaiser Wilhelm der Grosse," "Kaiser Wilhelm II.," "Kronprinz Wilhelm" and "Deutschland," they shall charge 30s. more, and for all other except their Express steamers they may quote 10s. less (so far as British law permits).

7714 *Petitioner's Exhibit 741*

9. No free passages or reductions shall be given to press representatives or in recognition of advertisements, or to shippers, or brokers, or to anyone with the object of obtaining other passengers or business of any kind, the intention being that except that the principals of the different firms or lines are at liberty to grant free passages to Government officials or other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

10. All official communications between the Lines must be made through the Secretary of the North
7715 Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien-Verband.

11. Steamers carrying only Second class Passengers, as distinguished from First class, must appear in all advertisements, circulars or other printed matter issued by the Line as carrying Second class Passengers only, without any reference to such passengers enjoying so-called First Class or Saloon Privileges.

12. Bicycles to be charged 10s.; they must be crated. Dogs to be charged 40s.

13. Commissions to agents on second cabin business shall be as follows:

7716 For tickets issued in America: 5% with a minimum of $3 per adult for a single passage, and $5 per adult for round-trip passage. An extra commission of $1 per adult for single passage, and $2 per adult for round-trip passage may be allowed to scheduled General Agents at the recognized general passenger agency points.

For tickets issued in Europe: In Great Britain the commission to any agent to be 5% with a minimum of 9s. per adult for a single passage, and 18s. per adult for round-trip ticket. On the Continent not

more than 15s. per adult for a single passage and 30s. per adult for round-trip ticket.

The General Agents of the Continental Lines at London and their ports of call are considered as Company's own offices.

Tourist Offices in Great Britain shall under no circumstances receive more than 5% commission with a minimum of 9s. per adult for a single passage, and 18s. per adult for round-trip ticket; on the European Continent not more than 10s. per adult for a single passage, or 20s. per adult for round trip ticket, and in the United States 5% with a minimum of $3 per adult for a single passage and $5 per adult for round trip ticket. 7718

Agents may be allowed 2s. per ticket for exchanging second class prepaid or return tickets.

14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.

15. This agreement shall take effect 27th March and circulars and tariffs shall be issued and mailed not later than 25th March, 1905. The agreement shall continue for one year and thereupon or thereafter may be terminated on 3 months' notice.

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16. The Mediterranean services of the Lines parties to this agreement are excepted from the operation of this agreement.

17. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

7720 *Petitioner's Exhibit 741*

(*b*) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

7721 (*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party
7722 or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £ 50, nor more than £ 500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than 5 £ nor more than £ 100. 7724

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by 7725
the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award

7726 *Petitioner's Exhibit 741*

have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according
7727 to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

J. W. G.

7728

Petitioner's Exhibit 742.

7729

PROPOSAL OF THE BRITISH LINES.

Cologne 25th May 1906.

CONTINENTAL BUSINESS.

Agreement between the undersigned representatives of the Hamburg-Amerika Linie, Norddeutscher Lloyd, Holland-Amerika Linie, Red-Star-Line, Allan & Allan State Lines, American-Line, Anchor-Line, Dominion Line and White Star Line.

1. That the British Lines, namely: Allan, and Allan State Lines; American; Anchor, Dominion, and White Star Line agree to enter into a pool contract with the N. D. L. V. Lines, namely: Hamburg-Amerika Linie, Norddeutscher Lloyd; Holland-Amerika Linie, and Red Star Line, the said British Lines to be considered as one party, the N. D. L. V. Lines as the other party hereto. 7730

2. The N. D. L. V. Lines, agree to withdraw altogether from the carriage of Scandinavian (Norway, Sweden, Denmark and Iceland), Finnish and British Steerage business, Westbound and Eastbound, direct and indirect, except indirect Eastbound Scandinavian and Finnish by Norddeutscher Lloyd and Hamburg-Amerika Linie via their home ports, which Lines shall charge for their fast services (Definition here of fast services postponed for same reasons as clause 8) the same rate as the British fast steamers and for their slower services two dollars less and conditional upon this. 7731

3. The British Lines agree to accept as their share of the Continental Steerage traffic 7,8 per cent per annum of same. Such traffic to include all German, Austrian, Hungarian, Servian, Bulgarian, Dutch, Belgian, French, Russian or Helvetian passengers carried

7732 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

for in clause 5. Italian passengers, coming to Great Britain by direct steamers and carried by British Lines from British ports, are also considered as Continental passengers under this contract.

The Lines parties to this agreement undertake not to support or finance a new competition (U. A. L. excepted) from the Mediterranean (Adriatic and Black Sea included) or from the Continent.

If any Line, not party to this agreement, should come into the business of taking Continental Steerage
7733 passengers, any passengers taken by such new Line, are not to form part of the account between the British Lines and the N. D. L. V. Lines. In case of such new competition on the Continent (the Compagnie Générale Transatlantique excepted) the N. D. L. V. Lines have the right to suspend the agreement as long as such competition exists. The British Lines have in like manner the right to suspend the agreement, if any N. D. L. V. Line or any other line from the Continent competes therewith for Scandinavian and/or British steerage business.

The percentage above agreed upon to be operative until 31st December, 1906, and thereafter to be sub-
7734 ject to revision at the beginning of each calendar year, based on the total of British and Scandinavian steerage traffic on the one side, and Continental steerage traffic by the Lines, parties to this agreement, on the other side, in the previous calendar year, as compared with the carryings forming the basis of the agreement of 1895, between the parties, as defined in Appendix A to this agreement. (An example how the new percentage is to be found to be attached hereto.)

4. That this agreement be subject to a power of suspension being exercised by any line, should a

by the Lines parties to this agreement from ports between Cronstadt and Bordeaux inclusive, and also passengers of these nationalities carried by the Lines parties to this agreement from Scandinavian, Finnish or Mediterranean ports, unless in the case of the British Lines such passengers may be booked as British, Scandinavian, or Finnish passengers as defined in the second paragraph of clause 5.

Italian passengers carried by the British Lines from British ports to be accounted for the pool.

If any line not party to this agreement should come 7736
into the business of taking Continental Steerage passengers, any passengers taken by such new line are not to form part of the account between the British Lines and N. D. L. V. Lines. In case of such new competition on the Continent (the Compagnie Générale Transatlantique excepted) the N. D. L. V. Lines have the right to suspend the agreement. The British Lines have the right to suspend if any N. D. L. V. Line or any other Line from the Continent competes therewith for Scandinavian and/or British Steerage business.

The percentage above agreed upon to be subject to revision at the beginning of each agreement year, 7737
based on the carryings of British and Scandinavian steerage traffic on the one side and Continental steerage traffic on the other side in the previous calendar year as compared with the carryings forming the basis of the agreement of 1895 between the parties as defined in Appendix A to this agreement.

4. That this agreement be subject to a power of suspension being exercised by any Line, should a new

7738 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

new Line, or steamer or steamers, outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new Line, steamer or steamers, belong to or are chartered by any of the existing N. D. L. V. Lines, or in which any of the existing N. D. L. V. Lines should have any other interest, direct or indirect; the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any Line, steamer or steamers, seeking
7739 to attack the British interests in Scandinavia, or the Continental Lines' interests on the Continent.

5. The British Lines agree to pay compensation to the N. D. L. V. Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share as fixed in clause 3. The N. D. L. V. Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment.

A Continental passenger is:

a) Every passenger carried by the Lines parties to this agreement coming from or via ports between
7740 Cronstadt and Bordeaux inclusive.

b) Every Italian or Oriental passenger, coming to Great Britain by direct steamers and carried by British Lines from British ports.

c) Every passenger of German, Russian, Austrian, Hungarian, Servian, Bulgarian, Roumanian, Montenegrinian, Helvetian, Dutch, Belgian, French, Luxemburgian origin forwarded by Lines parties to this agreement coming from or via Scandinavian, Finnish or Mediterranean ports, but after a continuous residence of such a person in Great Britain, Scandinavia,

Petitioner's Exhibit 742 7741

Proposal of the British Lines.

Line, or steamer or steamers, outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new Line, steamer or steamers, belong to or are chartered by any of the existing N. D. L. V. Lines or in which any of the existing N. D. L. V. Lines should have any other interest, direct or indirect, the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any Line, steamer or steamers, seeking to attack the British interests in Scandinavia. 7742

5. The British Lines agree to pay compensation to the N. D. L. V. Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share of 7,8 per cent. The N. D. L. V. Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment of 7,8 per cent.

A Continental passenger is a person of Continental origin as defined in clause 3, but the continuous residence of such a person in Great Britain (Scandinavia or Finland or in a Mediterranean country not specified 7743
in clause 3) for at least five weeks shall justify the Lines in booking him as a British (Scandinavia, Finnish or Mediterranean) passenger. In like manner a British or Scandinavian passenger must have resided in the Continental country from which the steamer sails, five weeks before he can be booked by a Continental steamer.

7744 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

Finland or in a Mediterranean country, not specified above, of at least five weeks, the Lines shall be justified in booking him as a British, Scandinavian, Finnish or Mediterranean passenger. In like manner a British, Scandinavian or Finnish passenger must have resided on the Continent at least five weeks before he can be booked for a Continental steamer. The detention of passengers for 5 weeks in a certain country in order to exempt them from the accounts is contrary to the spirit of this agreement.

7745 The White Star Line not to carry Continental passengers from Mediterranean ports.

6. All Continental prepaid tickets sold for British Lines shall be regularly advised to the Secretary of the N. D. L. V. All other prepaid tickets sold for British Lines to be endorsed as follows:

"This ticket is not available for any person residing at present on the Continent of Europe."

A clause to the same effect to be contained in all third class circulars issued to agents by the British Lines. The British Lines hold themselves responsible not to honour such prepaid tickets issued in violation

7746 of this clause.

The British Lines agree that they will not establish, use or tolerate any agents organization in Great Britain, America or on the Continent, or countenance or take any steps for the booking of Continental passengers, except through their regular authorized agencies.

The Continental Lines having proven that since years certain agents make it their business to book with the British Lines passengers as British, Scandinavian or Finnish passengers, who in fact had to be accounted for as Continentals, the British Lines agree,

Petitioner's Exhibit 742 7747

Proposal of the British Lines.

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All prepaid tickets sold by British Lines at British rates to be endorsed—"This ticket is not available for any person at present residing on the Continent of Europe."

The British Lines agree that they will not establish, use or tolerate any agents' organization in Great Britain, America or on the Continent, or countenance or take any steps for the booking of Continental passengers, except through their regular authorized agencies.

An officer to be known as Control Officer to be chosen by the N. D. L. V. Lines and approved by 7749
the British Lines to be appointed by the N. D. L. V. Lines for investigating cases. And whenever it is alleged that the British Lines have booked a Continental passenger as defined in clause 3 as a British Scandinavian or Finnish passenger without his being qualified for such booking by a five weeks' residence it shall be incumbent on the British Lines to satisfy such Control Officer that such passenger has been properly qualified by five weeks' residence, or otherwise that shall return him to the Pool as a Continental passenger.

7750 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

that the Continental Lines for investigation purposes establish a Clearing-house in England, in a similar way as the British Lines in former years used to have one in Hamburg, under an agreement with the Hamburg-Amerika Linie.

The task of this Clearing-house will consist in seeing to it, that all passengers defined under this agreement as Continentals are accounted for as such. The Clearing-house will carry on its investigations in London, Southampton, Liverpool, Glasgow, Libau or any
7751 other place as it may deem necessary.

The British Lines agree to allow the Clearing-house officials upon request and at any time to inspect their passenger-manifests, agents, booking slips, etc., to give them admittance to their steamers, passengers, boarding houses, agencies, etc., etc., briefly, to enable the officials to fulfill their duty to the satisfaction of the N. D. L. V. Lines.

It is understood that in cases where the Clearing-house expresses its doubts as to the origin of a passenger, it is the duty of the forwarding or booking British Line to prove to the Clearing-house's satisfaction that the passenger is not a Continental one in the sense of this agreement. If such British Line
7752 should not be in a position to prove to the satisfaction of the Clearing-house that the passengers are of British, Scandinavian or Finnish origin in the sense of this agreement, such passengers to be accounted for as Continentals without demur.

It is distinctly understood, however, that the above investigations by the N. D. L. V. Lines' Clearing-house does not free the British Lines from the obligation to take themselves every measure in their power so as to avoid that passengers, who are Continentals in the sense of this agreement, are not accounted for by them, and for every Continental passenger not

Petitioner's Exhibit 742

7753

Proposal of the British Lines.

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If it should be proven that contrary to this agreement a British Line has carried Continental passengers without accounting for them, a fine of £ 10 (besides the compensation money) shall be paid by the British Lines to the N. D. L. V. Lines for each passenger (Soul) so booked, and in case of a repetition of such offense, by the same line, the fine shall be doubled.

7756 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

so accounted for, the British Lines shall pay to the N. D. L. V. Lines damages £ 10 (besides the compensation money as stated above) and in case of repetition of such offence by the same Line this amount shall be doubled.

7. For Continental business only gross through rates off Continental ports to be quoted; it is for instance not allowed to quote net rates off U. K. ports, as hitherto practised. The Continental steerage gross rate of any British Line off a Continental port, (which
7757 includes a commission of not exceeding fifteen Marks per adult and the actual local transportation, that is, from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the N. D. L. V. Line off the same port, and in the case of a Continental port, not being frequented by steamers of a N. D. L. V. Line, the lowest gross rate of the British Lines off such port must not be lower than the lowest gross through rate quoted by any N. D. L. V. Line off such port.

7758 It being the sense of this agreement, that the British Lines should carry the share allotted to them as nearly as possible, it is agreed that in case and as long as the British Lines are short of their allotment, the Line or Lines of them which are short, may reduce their rate below the aforesaid minimum on submitting proof of such shortage to the N. D. L. V. Lines. In like manner in case and so long as the British Lines are in excess of their allotment, the Line or Lines of them which are in excess, are bound to advance their rates even above the aforesaid minimum. Such

Petitioner's Exhibit 742. 7759

Proposal of the British Lines.

6. The Continental steerage gross rate of any British Line off a Continental port, (which includes 15 shillings commission and the actual local transportation, that is, from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the N. D. L. V. Line of the same port, 7760
and in the case of a Continental port not being frequented by steamers of a N. D. L. V. Line, the lowest gross rate of the British Lines off such port must not be lower than the lowest gross rate of any N. D. L. V. Line, but in case the British Lines are short of their allotment of 7,8 per cent, the Line or Lines of them which are short, may reduce their rate below the aforesaid minimum, provided the consent of the N. D. L. V. Line of the respective port, or in the case of a port not frequented by steamers of a N. D. L. V. Line, the consent of all of them is previously obtained. This consent is not required in the case of Lines not having a German license. 7761

7762 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

reduction or advance to be applied by the Line, which reduces or advances uniformly and simultaneously off all ports; for instance, a British Line having had off Antwerp a rate of 140 Marks, off Rotterdam 140, off Bremen 150, off Hamburg 150, off Libau 160 and intending on account of shortage to reduce by ten Marks, such Line would have to quote simultaneously off Antwerp 130 Marks, off Rotterdam 130, off Bremen 140, off Hamburg 140, off Libau 150.

In case the British Lines are short of their allot-
7763 ment as per clause 3 the N. D. L. V. Lines agree to book passengers for them as far as the law permits and the British Lines agree to accept such passengers offered to them.

The British Lines and the N. D. L. V. Lines shall communicate to each other through the Secretaries any change in their rates three days before it is published.

The prepaid rate of any Line shall not be below the equivalent of the Westbound rate at the following scale:

	Mark 100	Dollar	24½
	" 110	"	27
7764	" 120	"	29½
	" 130	"	31½
	" 140	"	34
	" 150	"	36½
	" 160	"	38½
	" 170	"	41
	" 180	"	43½
	" 190	"	45½
	" 200	"	48

and the British Lines to pay the same commission as the N. D. L. V. Lines.

Petitioner's Exhibit 742 7765

Proposal of the British Lines.

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The British Lines and the N. D. L. V. Lines shall communicate to each other through the Secretaries any change in their rates 24 hours before it is published.

The prepaid rate of any Line shall not be below the equivalent of the Westbound rate at the following 7767 scale:

Mark	100	Dollar	24½
"	110	"	27
"	120	"	29½
"	130	"	31½
"	140	"	34
"	150	"	36½
"	160	"	38½

and the British Lines to pay the same commission as the N. D. L. V. Lines.

7768 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

The British Lines and the N. D. L. V. Lines mutually undertake that they will not book Steerage passengers as Second Cabin with a view to evading the conditions of this agreement. All Continental passengers paying a rate less than the second cabin Continental rate of the respective steamer to be accounted for as steeragers. As second cabin rate to be considered the rate, fixed in a special second class agreement by the parties to this contract and during the time such cabin agreement not being in existence,
7769 a rate 30 Marks higher than the lowest Continental Lines gross steerage rate; but in no case the British Lines' Continental second class rate shall be lower than Marks 180, unless the N. D. L. V. Lines or any one of them quote a lower second class rate, in which case the British Lines are entitled to the same rate.

8. That the N. D. L. V. Lines hold themselves free to suspend the guarantee of the share of the B. L. under this agreement for such time as the British Lines or any of them may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or
7770 Austrian transit.

9. The direct Mediterranean Services of the Lines parties to this agreement are not concerned in this agreement, except as stated in clauses 3 and 5.

The British Lines with the exception of the existing services of the Anchor Line and White Star Line are excluded from the direct Mediterranean business.

Petitioner's Exhibit 742 7771

Proposal of the British Lines.

The British Line and the N. D. L. V. Lines mutually undertake that they will not book Steerage passengers as Second Cabin with a view to evading the conditions of this agreement.

Any complaint by the N. D. L. V. Lines tho the Arbitrator should be considered by him with reference to the Second Cabin Continental passenger rate for Continental passengers being about £ 8 for Slow and £ 9 for fast Lines off the Continental port. The Arbitrator is not to take into consideration the Second Cabin rate for British or Scandinavian passengers. 7772

That the N. D. L. V. Lines hold themselves free to suspend the guarantee of 7/8 per cent, for such time as the British Lines may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit. 7773

9. The direct Mediterranean Services of the Lines Parties to this agreement *are not concerned* in this agreement, *except as before stated.*

15. That the British Lines with the exception of the Anchor Line *and White Star Line* withdraw from the Italian Westbound business and are prepared to agree rates Eastbound.

7774 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

10. The consideration of the old clause 8 is suspended and no alteration was made in it pending the consideration of a pool for the entire third class business eastbound.

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Petitioner's Exhibit 742 7777

Proposal of the British Lines.

8. The American Line Southampton service, Cunard Line, Newyork service, and White Star Line shall adopt for Continental Eastbound passengers to all Continental ports the lowest rate of the Norddeutscher Lloyd or Hamburg-Amerika Linie's. Fast services to Bremen and Hamburg, except for their steamers "Germanic," "Britanic," "Adriatic," "Cymric," "Aurania," "Servia," "Berlin," "Chester," for which steamers the said British Lines shall be allowed to charge to Bremen a two dollar lower rate than the Norddeutscher Lloyd fast service and to Hamburg 7778
a two dollar lower rate than the Hamburg-Amerika Linie's fast service, and the other British Lines' services shall adopt for Eastbound Continental passengers to each Continental port the lowest rate of the other N. D. L. V. Lines' services to the same port, and in the case of ports not frequented by a N. D. L. V. Line, the lowest through rate of any N. D. L. V. Line to such port. (Italian and Oriental passengers excepted).

The N. D. L. V. Lines shall inform the British Lines through the Secretaries of the Conferences in Newyork of any change in their rates and such changes must be followed in accordance with the fore- 7779
going within four days.

The British Lines shall pay the same commission as the N. D. L. V. Lines.

All rates shall be from the port of embarkation to the respective Continental port of debarkation. Passengers booked through to interior points shall be charged the actual railroad fare from the port of debarkation to such point. (Italian and Oriental passengers excepted.)

The Holland-Amerika Linie and Red Star Line cannot reduce their Eastbound Continental rate for

7780 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

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11. For the purpose of controlling the proportions of the traffic the Secretary of the North Atlantic passenger Conference shall telegraph to the Secretary of the N. D. L. V. Lines not later than 8 days after the
7782 7th, 15th, 23rd, and last of each month the number of Continental passengers forwarded by the British Lines in the course of the respective pool period.

In like manner the N. D. L. V. Lines shall communicate to the Secretary of the North Atlantic Passenger Conference the returns of the numbers of passengers carried by the N. D. L. V. Lines.

Pool statements for each month to be made up by the Secretary of the N. D. L. V. before the 20th of each succeeding month and remittance to be made before the end of the month next ensuing. Re-

Petitioner's Exhibit 742 7783

Proposal of the British Lines.

the purpose of competing with the Compagnie Générale Transatlantique by more than four dollars below the lowest rate of the British Lines, unless they obtain the present of the Committee "A."

The Committee "A" shall consist of two gentlemen named by the British Lines, and two gentlemen named by the N. D. L. V. Lines, the latter to appoint the Chairman, the majority to decide, and in case the Committee cannot reach a decision, Mr. Thomas H. Ismay to act as umpire.

If any other Line than the Holland-Amerika Linie 7784
and the Red Star Line desire to enter into this competition with the Compagnie Générale Transatlantique, the Committee will decide whether or not they are to do so.

Foot-note. The consideration of clause 8 is suspended and no alteration was made in it pending the consideration of a pool for the entire third class business eastbound.

For the purpose of controlling the proportions of the traffic, full and exact return of all Continental business by N. D. L. V. Lines shall be furnished to the Secretary of the North Atlantic Passenger Con- 7785
ference.

Liverpool, (who will act as Secretary for British Lines under this agreement), such information and all accounts to be made up four times each month viz. on the 7th, 15th, 21st and last day of each month and remittances to be made before the next month ensuing.

10. Pool statements and settlements as between the British and N. D. L. V. Lines to be made weekly.

Remittances in compensation to British Lines to be made by Banker's draft on London, payable to the

7786 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

mittance in compensation to British Lines to be made by Banker's draft on London, payable to the North Atlantic Passenger Conference. Remittance in compensation to N. D. L. V. Lines to be made as may be advised by the N. D. L. V. Lines' Secretary.

The British Lines shall for each month, and not later than the 15th of the next month hand in to the Secretary of the N. D. L. V. full manifests of all steerage passengers carried by them showing full names and age of the passengers, their origin and the
7787 steamer and date on which they have sailed, pointing out which of them are accounted for as Continental passengers, and stating at the same time the Continental port through which they came.

12. If the N. D. L. V. Lines fix the age of children carried at half rate from one to ten years, the British Lines guarantee to do the same so far as Continental passengers are concerned. They also agree to endeavor to adopt the same rule for British business.

13. In all cases in which differences of opinion arise on the terms and meaning of this agreement, not only
7788 the tenor but more and especially the spirit of it has to be considered by the parties as well as by the arbitrator.

14. Arbitration clause. All differences between the parties to be settled by arbitration. Such arbitration to take place between the two contracting parties *i. e.*, the British Lines on the one side and the N. D. L. V. Lines on the other side for every alleged fault or breach of contract, although the same may have been committed by one line only. Settlement according Belgian laws. Clause G. J. & K. to be altered.

Petitioner's Exhibit 742 7789

Proposal of the British Lines.

North Atlantic Passenger Conference. Remittance in compensation to N. D. L. V. Lines to be made as may be advised by the N. D. L. V. Lines' Secretary.

The British Lines shall four times each month viz. on 7th, 15th, 21st and last day of the month make up and hand in to Secretary of the N. D. L. V. a list of the Continental passengers carried by them, showing the full names, the age of the passengers, the Continental port from which received, and the steamer and date on which they have sailed.

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12. If the N. D. L. V. Lines fix the age of children carried at half rate from one to ten years, the British Lines guarantee to do the same so far as Continental passengers are concerned. They also agree to endeavor to adopt the same rule for British business.

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14. Arbitration clause.

7792 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

15. This agreement is to operate from 1st March, 1905, and to continue for five years subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1910.

Passengers embarked for the British Lines from a Continental port on or before the date of termination of the agreement, shall be accounted for although they may sail from Great Britain at a later date.

16. This contract is subject to the condition that
7793 an agreement be reached with reference to the east-bound business.

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Petitioner's Exhibit 742 7795

Proposal of the British Lines.

13. This agreement is to operate from 1st March, 1905, and to continue for 5 years subject to any Line having the right to withdraw on giving three months' notice on or after the 1st of March, 1910.

Passengers embarked for the British Lines from a Continental port on or before the date of termination of the agreement, shall be accounted for although they may sail from Great Britain at a later date.

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APPENDIX "A."

CONTINENTAL STEERAGE TRAFFIC:

For the purpose of arriving at the British Lines' allotment of Continental Pool under the agreement of 1895, the carryings during the years 1887 to 1892 were taken as a basis.

In that period the total Continental traffic by all Lines was 1,406,503 souls, of which British Lines carried 181,516 or 12.9%. 7797

In consideration of Continental Lines retiring from Scandinavian and British business, British Lines consented to surrender such share of Continental traffic as would equal in numbers the total British and Scandinavian carryings by Continental Lines in the period which amounted to 97,048 passengers and which represented 6.9% of the total Continental traffic; thus leaving 6% as British Lines share of the Pool.

In the period from 1895 to August, 1905, the total Continental carryings were 2,432,222 of which 6% = 145,933.

7798 *Petitioner's Exhibit 742*

Counter-proposals of the N. D. L. V. Lines.

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In view of the fact that the proportion of British and Scandinavian to Continental business is varying, the share of the two parties to this agreement in Con-
7800 tinental business should vary in the same ratio and should automatically adjust itself in accordance with the variations year by year in the proportions of the total British and Scandinavian traffic on the one hand and the Continental traffic of the Lines parties to this agreement on the other, and the figures in each preceding year are to form the basis upon which to calculate the current year's Pool division.

Petitioner's Exhibit 742 7801

Proposal of the British Lines.

If the British Lines had been free to take 12.9% this number would have increased to 313,756 a difference of 167,823, lost to British Lines.

Of Scandinavian and British traffic, the 97,048 passengers carried by Continental Lines in 1887—1892 = 8.15% of the total Scandinavian and British traffic in that period.

In the years 1895 to August, 1905, the British Lines carried 1,411,502 British and Scandinavian passengers. If Continental Lines had continued to take 8.15% of this that would = 115,037 passengers. 7802

On that basis the British Lines give up 167,823 Continentals for 115,037 British and Scandinavians, representing a nett loss of 52,786 passengers which equal 2.17% of the total Continental traffic, and showing that instead of 6% British Lines were entitled to 8.17% of the Continental Pool averaging over the 11 years named.

Of this 6% the Cunard Lines' proportion when they retired from the Pool was 0.37% leaving for the British Lines parties to the present agreement 7.8%.

In view of that fact that the total British and Scandinavian business is a varying quantity, the sacrifice the British Lines make on Continental business should 7803 vary in same ratio, and the British Lines' share of Continental Pool should automatically adjust itself in accordance with the variations year by year in the total British and Scandinavian traffic on the one hand and the Continental traffic on the other, and the figures in each preceding year should be the basis of the current year's Pool division.

7804 **Petitioner's Exhibit 743 for Identification.**

"G" file of circular letters from H. Peters to the White Star Line from Jan., 1908, No. 1 to 455, also letters marked "G 692" to "G 1103" inclusive for Jan., 1910.

Petitioner's Exhibit 744.

MEMORANDUM OF RATES

7805 IN OPERATION FOR

Scandinavian Business.

Cunard Line for "Campania," "Lucania," "Etruria" & "Umbria"	£4	per adult off Hull
Cunard Line for other steamers	£3.10.0.	" " "
White Star Line for "Teutonic" & "Majestic"	£4. 0.0.	" " "
" for other steamers	£3.10.0.	" " "
American Line for "New York" and "Paris"	£4. 0.0.	" " "
(New York Service) for other steamers	£3.10.0.	" " "

(No change to be made in Scandinavian Rates without Special Notice.)

7806 *Finnish Business.*

Cunard Line for "Campania," "Lucania," "Etruria" & "Umbria"	£4	per adult off Hull
Cunard Line for other steamers	£3.10.0.	" " "
White Star Line for "Teutonic" and "Majestic"	£4. 0.0.	" " "
" for other steamers	£3.10.0.	" " "
American Line for "New York" & "Paris"	£4. 0.0.	" " "
(New York Service) for other steamers	£3.10.0.	" " "

(No Change to be made in Finnish Rates without Special Notice.)

The "Fast Lines" having arranged amongst themselves as above, the "Slow Lines" as undernamed, agree to charge:

Petitioner's Exhibit 744

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For Scandinavian Business, the lower rate (£3.10.0.) named above, and to make no change in this rate for Scandinavian business without first notifying the other parties signatory hereto.

For Finnish Business, the lower rate (£3.10.0.) named above, and to make no change in this rate for Finnish business without first notifying the other parties signatory hereto.

Allan Line (Liverpool & Glasgow) ..... John Ennis
American Line (Philadelphia Service, Liverpool) J. Fleetwood
Anchor Line (Glasgow) ..... John Aitchison 7808
Beaver Line (Liverpool) ..... D. Wilson
Dominion Line (Liverpool) ..... H. J. Marshall
Guion Line (Liverpool) ..... G. Ramsden
L'pool, July 11th, 1893.

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7810 **Petitioner's Exhibit 745.**

Liverpool, September 10th, 1895.

AGREEMENT between the undersigned representatives of the Hamburg-American Packet Co.; North German Lloyd; Nertherland American Line; Red Star Line; Allan and Allan State Lines (Liverpool, London and Glasgow); American Line (Liverpool and Philadelphia, and Southampton and New York); Anchor Line; Beaver Line; Cunard Line; Dominion Line; and White Star Line.

1. That the British Lines, namely—Allans, Liverpool and London and Glasgow, American, Southamp-
7811 ton and Liverpool, Anchor, Beaver, Cunard, Dominion and White Star Lines, agree to enter into a pool contract with the Continental Pool Lines, namely—Hamburg-American Packet Co., North German Lloyd, Nederland-American, and Red Star Lines, the said British Lines to be considered as one party, the Continental Lines as the other party hereto.

2. The Continental Lines, including the Scandia and Hansa Lines, agree to withdraw altogether from the carriage of Scandinavian (Norway, Sweden, Denmark and Iceland), Finnish and British Steerage business, Westbound and Eastbound, direct and indirect (except indirect Eastbound for Scandinavian and Fin-
7812 nish business by Hamburg and Bremen direct steamers only), and conditional upon this.

3. The British Lines agree to accept as their share of the Continental traffic six per cent (6%) per annum of same, such traffic to include all passengers from ports between Cronstadt and Bordeaux inclusive, but if any Line or Steamship Company, not party to this agreement, should come into the business of taking Continental passengers over Great Britain, any passengers taken by such new line are not to form part of the aforesaid six per cent allotted to the British Lines, but in case of such new competition of

a British Line on the continent, the Continental Lines have the right to suspend the agreement, the same as the British Lines have the right to suspend the agreement if a Continental Pool Line competes therewith for Scandinavian and/or British business.

4. That this agreement be subject to a power of suspension being exercised by any Line, should a new Line or steamer or steamers outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new line steamer or steamers belong to or are chartered by any of the existing Continental Lines, or in which 7814
any of the existing Continental Lines should have any other interest, direct or indirect, the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any line steamer or steamers seeking to attack the British interests in Scandinavia.

5. The British Lines agree to pay compensation to the Continental Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share of six per cent. The Continental Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allot- 7815
ment of six per cent.

6. That the British Lines agree to fix their minimum cash rate at the equivalent of the lowest gross rate in operation from time to time by Continental Pool Lines, and to allow same Commission as Continental Pool Lines, and to assimilate their prepaid rates thereto by charging the equivalent of their gross cash rates, less an allowance of three dollars to Agents.

7. The British Lines agree to take forward such Scandinavian cash and prepaids, not exceeding two thousand souls, as may already have been booked by

7816 *Petitioner's Exhibit 745*

Scandia and Hansa Lines to sail during 1895 at rates at which they have been sold, but not less than eleven dollars net per adult, the Scandia and Hansa Lines to deposit with the Acting Secretary, within ten days of the signing hereof, a full list of all passengers booked at full rates, giving names, ages and destinations.

The British Lines also agree to take forward any Scandinavian passengers the North German Lloyd may have booked under their contract to sail in 1895, and any Finnish passengers they may have booked under their contract with the Scandinavian-Finnish Emigration Co., to sail up to June 30th, 1896, which
7817 contracts fix rates the same as the higher rates of the fast British Lines.

7a. That the Scandinavian and Finnish American Emigrant Co.'s contract with the North German Lloyd be carried out by the latter, who shall account to British Lines for all passengers carried under it on the basis of British Fast Lines' nett rates off Liverpool, less 20s. per adult, and Statements of such passengers carried and settlements for them to be made on the same lines as Clause 10.

8. That the Continental Lines hold themselves free to suspend the guarantee of six per cent for such time
7818 as British Lines may decline to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of governments or epidemics prevent Russian and/or Austrian transit.

9. That the Lines arrange the Eastbound Continental Steerage rates, and that the American Line, Southampton Service, Cunard Line, New York Service, and White Star Line agree that their eastbound rates for Continental through bookings shall not be less than the Eastbound steerage rate fixed for the North German Lloyd, or the Hamburg Company's Express service; that the Eastbound Steerage rates of the British

Slow Lines are not to be less than the lowest rates of any of the Continental Pool Lines.

10. Pool Statements and settlements as between the British and Continental Lines to be made monthly. For the purpose of controlling the proportions of the traffic, full and an exact return of all Continental business by Continental Pool Lines shall be furnished to the acting Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool (who will act as Secretary for British Lines under this Agreement), such information for each month to be given, and all accounts to be made up before the expiration 7820
of the month next ensuing. Remittances in compensation to British Lines to be made by Banker's draft on London, payable to the North Atlantic Passenger Conference. Remittances in compensation to Continental Lines to be made as may be advised by the Continental Lines' Secretary.

11. The British Lines agree that they will not establish any organization in Great Britain or take any steps for the booking of Continental passengers, except through their regular authorised Continental Agencies.

12. That should a final agreement not be reached 7821
with other British Lines or with Continental ones on points bearing on those above referred to, the acceptance of said points is not to be binding on the signatories hereto, who are at liberty, in any fresh negotiations, should such be necessary, to consider them as beginning *de novo*.

13. That this agreement, subject to the operation of clauses 3 and 4, is to be operative for three years from the date hereof.

14. That the British Lines, with the exception of the Anchor Line, withdraw from the Italian Westbound business, and are prepared to agree rates eastbound.

7822 **Petitioner's Exhibit 746.**

CONTINENTAL BUSINESS.

AGREEMENT between the following British Lines, viz: Allan and Allan State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion, and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing agreement with Continental Lines.

This traffic will be pooled in the manner following:

7823 (a) The Cunard and White Star Lines to accept as their joint share of the Continental traffic allotted to British Lines an aggregate of 1,100 adults per annum, which the other Lines guarantee. The balance of the traffic to be pooled as per clause (b) and the pooled amount divided in the following percentage proportions.

	%
Allan Line (Liverpool)	9.12
" (Glasgow)	21.59
American Line (Liverpool)	24.43
" (Southampton)	13.05
Anchor Line	18.59
7824 Beaver Line	5.00
Dominion Line	8.22
	100.00

(b) The Lines (except Cunard and White Star) to pool the nett Passage Money received off Liverpool, Glasgow, or Southampton, less a carrying rate of £1 10/-.

2. The initial rates to be charged by British Lines to be £3 10/- per adult nett off Liverpool or Glasgow,

Petitioner's Exhibit 746 7825

or in the case of American Line Southampton service, £3 15/- per adult nett off London. These rates to be varied from time to time for any Line in such a way as may be considered necessary, to enable any Line or Lines to obtain, and to prevent their exceeding, their respective allotments.

3. The Allan and American Lines reserve the right to carry their Pool Shares of the traffic by any of their different services as may suit these Lines respectively.

4. Pool settlements will be made weekly, and the Lines to furnish to the Acting Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool (who will act as Secretary under this agreement) not later than Monday in each week, a full and exact return of all Continental Passengers carried during the previous week. 7826

Prepaid and Cash passengers already booked prior to the signing hereof will not be pooled.

5. The Lines will deposit with the Secretary within 10 days of the signing hereof, a full list of all cash passengers booked at old rates, giving passengers' names, ages and destinations. The lists of such passengers to be consecutively numbered for reference and purposes of identification by the Secretary and Auditor at the time passengers travel. In the case of Prepaid Passengers at old rates, the prepaid certificates to be produced to the Secretary and Auditor as the passengers come forward. 7827

6. The British Lines retire altogether from Italian business Westbound, except the Anchor Line. The British Lines' Italian Agents are not to be prejudiced through having acted as such in their subsequent dealings with the Mediterranean Lines. All British Lines forward bookings of Italian to be accepted and carried by such Mediterranean Lines.

7828 *Petitioner's Exhibit 746*

7. This agreement shall be in operation three years from date hereof subject to the power of suspension being exercised by any Line should any new Line (or opposition steamer or steamers) not now in the business seek to compete for steerage business.

8. Amounts received under the agreement between the British Lines and Continental are to be divided between the British Lines in the proportions in which the British Lines carry other Scandinavian and Finnish passengers between the date hereof and the expiry of the Emigrant Co.'s contract on June 27th,
7829 1896.

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Petitioner's Exhibit 747.

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BRITISH BUSINESS.

AGREEMENT between the following British Lines, viz:—Allan and Allan State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion and White Star.

1. That the rules and regulations of July, 1893, for the government of the Steerage Passenger Business be re-enforced forthwith.

2. That the commission to Agents for securing Cash Passengers shall not exceed six shillings per adult each, and to brokers scheduled shall not exceed nine shillings each. 7832

3. That the rate for steamers "Lucania," "Campania," "Etruria" and "Umbria," of the Cunard Line; "Paris," "New York," "St. Louis" and "St. Paul," of the American Line; and "Teutonic," and "Majestic," of the White Star Line be £5 10 0 off the Port of embarkation.

4. That for all other steamers of the Cunard, White Star, and American, Southampton Service, also the steamers of the Canadian Lines from Liverpool, and the Anchor Line S.S. "City of Rome" and "Furnessia," and the Allan Line S.S. "State of California," the rate be £5 5s. off the Port of Embarkation. 7833

5. That for steamers of the Allan Line, Glasgow-New York and Glasgow-Quebec Services, also the S.S. "State of Nebraska," the American Line Steamers Liverpool to Philadelphia, and Anchor Line Steamers to New York (except "City of Rome" and "Furnessia") the rate of £5 off the Port of Embarkation.

7834 *Petitioner's Exhibit 747*

That for Allan and Allan State Lines, Glasgow to Boston and Philadelphia Direct Services, by all steamers regularly carrying cattle, the rate be £4 15/- from Glasgow only, but from Irish and English ports the rate for these steamers shall be £5.

5a. That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for
7835 others. The Canadian Lines to schedule with the Acting Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

6. That free railway tickets be granted only from ports of debarkation to New York, Boston, Philadelphia, or Baltimore.

7. That the prepaid rates of steamers of the Cunard, White Star, and American Southampton Service be $26.50 less $2 commission.

8. That the prepaid rate of Anchor, Allan, Allan State, Beaver, Dominion, and American Philadelphia
7836 Lines be $25.50 less $2 commission.

9. That Homeward orders be the equivalent of the East Bound rate, commission 6/- from New York, Boston, Philadelphia, and Baltimore to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines who may give free rail tickets, Liverpool to London.

10. The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any

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change so made to be proportionate to the rate named herein.

11. This agreement to be operative for three years from date hereof, subject to clause 10, and to the power of suspension being exercised by any line should any new line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

12. That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadaian Lines, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 6.

7838

Liverpool, September 10th, 1895.

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7840 **Petitioner's Exhibit 748.**

(Appendix to Minute 217.)

SCANDINAVIAN AND FINNISH STEERAGE PASSENGER BUSINESS.

(Including Iceland.)

AGREEMENT between the following British Lines, viz: Allan, and Allan-State, (Liverpool, London and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Thingvalla
7841 Line, Copenhagen.

1. That Prepaid Rates for Scandinavian Business (Norway, Sweden and Denmark) from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, and Aalesund, be—

For American Line (Southampton Service), Cunard White Star and Thingvalla Lines..... $30.50 per adult,
For all other Lines ..... $28.50 "

Children between 1 and 12 years, half fare; Infants
7842 under 1 year, $3.

Commission $3 per adult.

From Stockholm the rate to be $3 additional.

That gross cash rates for Scandinavian Business (Norway, Sweden and Denmark) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, and Aalesund—

Petitioner's Exhibit 748

7843

	Gross.	Nett of Copenhagen.
For Thingvalla Line's Steamers (all ports as above)	117 Krs.	105 Krs.
For the Lucania, Campania, Etruria and Umbria, of the Cunard Line, and Paris, New York, St. Louis and St. Paul, of the American Line, and Teutonic and Majestic of the White Star Line	117 Krs.	Nett of Scandinavian Port. £5 15 0
For all other Steamers of the Lines party hereto	103 Krs.	£5 0 0

Children between 1 and 12 years, half fare; Infants under 1 year, 10 Krs. Gross. 10/- each, nett. Commission to Head Agents, 12 Krs. per adult. 6.00 Krs. per child.

7844

2. That Prepaid Rates for Finnish Business, to or from ports of Abo, Hango or Helsingfors be—

For American Line (Southampton Service), Cunard, White Star and Thingvalla Lines	$33.50 per adult.
For all other Lines	$31.50 "

Children between 1 and 12 years, half fare; Infants under 1 year, $3. Commission $3 per adult.

That the gross cash rates for Finnish Business by direct Steamers from Abo, Hango or Helsingfors via Hull or Copenhagen be fixed as follows—

7845

	Gross Finnish Marks.	Nett off Finnish Port
For Thingvalla Line's Steamers	185	£6 15 0
For the Lucania, Campania, Etruria and Umbria, of the Cunard Line, and Paris, New York and St. Louis and St. Paul of the American Line and Majestic and Teutonic of the White Star Line	185	£6 15 0
For all other Steamers of the Lines party hereto	167	£6 0 0

Children between 1 and 12 years, half fare; Infants under 1 year, 15 Marks gross, 10/- nett. Commission to Head Agents, 17 Finnish Marks per adult.

7846 *Petitioner's Exhibit 748*

That the cash rate for Icelandic passengers be fixed as follows: For fast steamers 130 kroners, for all other steamers of the Lines party hereto 115 from Iceland to Landing port in America. Children between 1 and 12 half-fare, Infants 10 kroner, 10s. net. Commission to head Agents 9 kroner per adult, Kr. 4.50 per child. No prepaids to be issued.

2a. The above rates are subject to change at any time any Line considers such change necessary or desirable on giving a fortnight's notice. Any change so made to be proportionate to the rate named herein.

7847 3. That beyond said commission no allowance per passenger of any kind based upon results, present, prospective, or retrospective, be made. Each Company shall, however, be at liberty to allow its head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agent's bookings, as it may think desirable. The limit of such allowances being fixed by clause 14 hereof.

4. The Thingvalla Line to confine its direct business to the ports it ran from prior to July, 1893 and to its present fleet.

5. That the Lines party hereto agree not to carry
7848 any other Lines' passengers at less than the rate in force for the Steamer carrying such passengers.

6. The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.

7. Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business.

8. The Thingvalla Line undertakes not to engage as steward, or in any other capacity, for the passage

 7849

out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time for an examination into the circumstances, should the Secretary or the Association desire it.

9. The Acting Secretary of the Passenger Conference, at 23 Water Street, Liverpool, shall act as Secretary in Europe under this agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of 7850 all Scandinavian passengers carried during the previous week.

10. Free and reduced passages prohibited, no passengers shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives.

11. In case anyone or more of the parties hereto shall at any time desire to prefer any claim against any other of the said parties for damages arising out of any infraction of this Agreement, the provisions of arbitration shall be as follows:

(*a*) Arbitration proceedings in Europe shall, at the 7851 option of the complaining party, take place at Copenhagen, Liverpool, or Glasgow.

(b) Notice of intention to prefer a claim shall be given to the party complained of, stating the nature and leading particulars of the said claim.

(c) Unless the disputing parties mutually agree as to the appointment of an arbitrator within seven days from the date of the aforesaid notice, each party in difference shall without delay, choose an Arbitrator, the two Arbitrators so chosen electing a third; but

7852 *Petitioner's Exhibit 748*

should they not do so within seven days of the earliest appointment, such third Arbitrator shall be elected by a vote of the majority of the parties hereto. The decision of any two of these three Arbitrators shall be binding and final concerning the matter in difference.

(*d*) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given, the one arbitrator who has been chosen shall be and is hereby authorized to proceed to decide on the matter in difference, whether the party failing to appoint an Arbitrator
7853 appear before him or not, and the decision of such sole Arbitrator shall be binding and final.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred come within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved infractions are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose pen-
7854 alties accordingly.

(*g*) The fine for breach of this Agreement by any Company, party hereto, shall not be less than fifty nor more than five hundred pounds sterling or the equivalent, for each conviction, and for breach by any Agent in accordance with the scale given in clause 14, sub-clause 4 *b*.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the Award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto*

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be disqualified for acting in any capacity for any Company, party to this Agreement, and if continued as Agent or reinstated without the consent of all parties hereto, during the continuance of this Agreement, it shall constitute an infraction hereof.

(*i*) The Arbitrator or Arbitrators shall have power to reconsider any bad or faulty decision by him or them if cause be shown satisfactory to him or them within one week or, if the Arbitrator or Arbitrators see cause to extend the time, within three weeks of the date of the decision.

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(*j*) *Disposal of Fines.* All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.

(*k*) This agreement may be made a rule of Her Majesty's Court of Queen's Bench, or her Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any Court in whose jurisdiction such party may reside.

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12. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Line, with their interpreters, and the Acting Secretary under this agreement or his nominee.

In the event of the Acting Secretary being the representative of the complaining or defending Line, another Secretary shall be nominated by the Lines, other than those at issue.

7858 *Petitioner's Exhibit 748*

13. That the annexed Agreement Rules and Regulations for Agents be adopted and enforced.

14. This agreement to be operative for three years from the date hereof, subject to clause 2a and to the power of suspension being exercised by any Line should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents throughout Scandinavia, but not more than
7859 £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months.

15. That the attached be the regulations for conducting the business in Europe.

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Petitioner's Exhibit 749.

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CONTINENTAL BUSINESS.

AGREEMENT between the following British Lines, viz: Allan and Allan-State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion and White Star Lines, for controlling and pooling the share of Continental Traffic allotted to British Lines in accordance with the foregoing Agreement with the Continental Lines.

This traffic will be pooled in the manner following: 7862

1.—(*a*) The traffic to be pooled as per clause (*b*) and the pooled amount divided in the following per centage proportions. Traffic until 10th September, 1898, is subject to distribution as per Agreement of 10th September, 1895, afterwards:

1. Allan Line (Liverpool)
2. Allan Line (Glasgow)
3. American Line (Liverpool)
4. American Line (Southampton)
5. Anchor Line
6. Beaver Line
7. Cunard Line 7863
8. Dominion Line
9. White Star Line

Lines numbered 1, 2, 3, 5, 6 and 8 receive 79 per cent, Lines numbered 4, 7 and 9 receive 21 per cent. Each group to arrange its own Sub-division.

(*b*) The Lines to pool the nett Passage Money received off Liverpool, Glasgow, or Southampton, less a carrying rate of £1 10/- per adult.

2. The rates to be charged by British Lines to be those fixed by clause 6 of agreement with Continental Lines.

7864 *Petitioner's Exhibit 749*

3. All Lines having more than one service reserve the right to carry their Pool Shares of the traffic by any of their different services as may suit these Lines respectively.

4. Pool settlements will be made weekly, and the Lines to furnish to the Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool, not later than Monday in each week, a full and exact return of all Continental Passengers carried during the previous week, and furnish the particulars required by Clause 10 of the Agreement with Conti-
7865 nental Lines.

5. No passenger of Continental origin (as defined in Clauses 3 and 5 of Agreement with Continental Lines) shall be booked as a British Passenger who has not resided in Great Britain for at least 5 weeks.

6. The British Lines retire altogether from Italian business Westbound, except the Anchor Line, for their service direct from the Mediterranean to America.

7. This agreement is to commence on the 1st June, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on
7866 or after the 1st March, 1900, and subject to Clause 4 of Agreement with Continental Lines.

8. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at Liverpool.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party com-

plained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post, prepaid in a registered letter duly addressed to the principal office in England of any party hereto, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act 7868
on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him, or not, and the decision of such sole Arbitrator shall be final and 7869
binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic

7870 *Petitioner's Exhibit 749*

violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be
7871 disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circum-
7872 stances be regarded otherwise than as the true a ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause

to extend the time, then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any Arbitration hereunder. 7874

(Signed)

AMERICAN LINE,
(Liverpool and Philadelphia, Southampton and New York.)
ALLAN LINE,
Liverpool and London.
ANCHOR LINE,
For the
BEAVER LINE,
DOMINION LINE,
Liverpool.
CUNARD STEAMSHIP CO., LTD. 7875
ALLAN LINE & ALLAN-STATE LINE,
Glasgow.
WHITE STAR LINE.

Liverpool, 15th June, 1898.

7876 **Petitioner's Exhibit 750.**

BRITISH BUSINESS (Steerage Westbound).

AGREEMENT between the following British Lines, viz: Allan and Allan and State, (Liverpool, London, and Glasgow); American, (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; and White Star.

1. That the rules and regulations in operation July, 1893, and also those for Agents annexed, be considered part of this Agreement.

7877 2. That the commission to any Agent for securing Cash Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and for Prepaid Passengers, $2 per Adult, $1 per Child, $0.50 per Infant.

3. That the rates be as follows:

	Cash.	Prepaid.
ALLAN LINE Liverpool Canadian Service	£5 0 0	$24.00
ALLAN LINE AND STATE LINE Glasgow—		
New York Service	5 0 0	24.00
Do Do. Boston Cattle Steamers	4 15 0	24.00
AMERICAN LINE Southampton—New York Service—		
7878 S.S. St. Paul, St. Louis, Paris, New York	5 10 0	26.25
S.S. Berlin, Chester	5 5 0	25.25
AMERICAN LINE—Philadelphia	5 0 0	24.00
ANCHOR LINE S.S. City of Rome, Furnessia.....	5 5 0	25.25
Other Steamers	5 0 0	24.00
BEAVER LINE	5 0 0	24.00
DOMINION LINE S. S. Canada and New England	5 5 0	25.25
Liverpool Canadian Service	5 0 0	24.00
CUNARD LINE S.S. Campania, Lucania, Etruria, Umbria	5 10 0	26.25
S.S. Servia, Aurania, and Boston Service	5 5 0	25.25
WHITE STAR LINE S.S. Teutonic, Majestic	5 10 0	26.25
S.S. Britannic, Germanic, Adriatic, Cymric	5 5 0	25.25

7879

Children between 1 and 12 years half fare; Infants under 12 months 10/- cash, $3 prepaid.

When any service has two rates, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers, unless they have been paid difference in rate.

The foregoing rates apply only to Steamers at present employed in the Services of the Lines.

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4. That the Canadian Lines be at liberty to charge a rate of £4 5s. nett for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

5. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia, or Baltimore, except Beaver Line, who are permitted to book at Ocean Rate to New York and Boston.

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6. That Homeward orders be the equivalent of the East Bound rate at the exchange of 4/- per $1 (commission 6/-) from New York, Boston, Philadelphia, and Baltimore to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines who may give free rail tickets, Liverpool to London.

7882 *Petitioner's Exhibit 750*

7. The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a fortnight's notice. Any change so made by any Line may be followed without notice by any other Line, but same differentials must be maintained.

8. This agreement is to commence on the 1st July, 1898, and to continue, subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900, subject to clause 7, and to the power of suspension being exercised by any
7883 line should any new line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

9. That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.

10. All parties mutually agree that any disputes or claims between any of them or between any one or
7884 more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at Liverpool.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature, and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in

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a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Thingvalla Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

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(*d*) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference. 7887

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

7888 *Petitioner's Exhibit 750*

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing
7889 duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any
7890 circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbi-

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trators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

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AMERICAN LINE Liverpool and Philadelphia . Southampton and New York	Richardson, Spence & Co.
ALLAN LINE, Liverpool and London	Allan Brothers & Co Liverpool & and London, Ltd., R. G. Allan, Director.
ALLAN LINE and STATE LINE, Glasgow	Jas. & Alex. Allan.
ANCHOR LINE	Henderson Brothers.
BEAVER LINE	For the Beaver Line, D. & C. Mac Iver, Managers.
CUNARD STEAMSHIP CO. LTD.	A. P. Moorhouse.
DOMINION LINE, Liverpool	Richards, Mills & Co.
WHITE STAR LINE	Ismay, Imrie & Co.

7893

Liverpool, June 15th, 1898.

7894 *Petitioner's Exhibit 750*

For British & Irish Agents.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part
7895 of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-conference Line.

1. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will
7896 *be immediately disqualified.*

The Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

Allan Line ..... Allan Brothers & Co. Liverpool and London, Limited.

Allan State Line ..... J. & A. Allan.

American Line, Liverpool—Philadelphia .. } Richardson, Spence & Co.
American Line, Southampton—New York }

Anchor Line ..... Henderson Brothers.

Beaver Line ..... D. & C. MacIver.

Petitioner's Exhibit 750

7897

Cunard Line .....The Cunard Steamship Co., Limited
Dominion Line ..... Richards, Mills & Co.
White Star Line .....Ismay, Imrie & Co.

Agents not to book Passengers or represent themselves as Agents for any Line from whom they do not hold a License.

2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers, for any Conference Steamship Company from whom he does not hold a license.

7898

Amount actually received to be entered in the Ticket.

3. The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

No return or allowance to be made to Passengers or other persons.

4. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any person whatever. They are also prohibited from appointing Sub-Agents. The commission includes telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them.

7899

Inland Bookings of Emigrant or Colonist Class, must take place through the Steamship Company only, and only to places mentioned in the Tariff.

5. *No Agent is permitted to issue Inland Tickets, nor in any way to book or quote rates to Passengers nor to cause them to be booked nor to receive commission for their being so booked, from the Port of De-*

7900 *Petitioner's Exhibit 750*

barkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied to them by the Conference Company he represents. This rule applies only to Inland booking at Third Class (Emigrant or Colonist) and Second Class Rates.

Remittances.

6. Any Agent reported by any Member of the Conference for irregularity in remittances becomes at
7901 once disqualified for acting for any Conference Company. Other infractions of rules may be dealt with by fine or disqualification, as decided by Conference. No allowance is made for postage or any other charge excepting cost of Bankers' Drafts, Postal or Post-Office Order. Under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

Bill-posting.

7. No charge is allowed to be made by Agents for bill-posting.

7902 Injurious Publications or statements concerning any Conference Line or its Agents forbidden.

8. No Circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents is to be issued or made use of by any Agent, nor shall any Agent or his employés make or utter any statement concerning any Conference Line or its Agents, or commit any act that can injuriously affect such Line's or its Agents' business.

Petitioner's Exhibit 750 7903

Advertising rates of passage.

9. When an Agent Advertises a Rate for Passage to America he must distinctly name the Line by which such rate is available.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool Agents and Agents in the country and other towns, and to prevent the one interfering with the functions of the other, as is frequently the case to the detriment of all concerned, and further, to prevent 7904
indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Charge for Lodgings in Liverpool.

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult, or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be sixpence per night. 7905

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat one shilling.

Commission on Board or Lodging.

(C) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

2635

7906 *Petitioner's Exhibit 750*

Baggage Labels.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

11. No Agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Con-
7907 ference Secretary or to the Steamship Company he represents.

ALLAN BROTHERS & Co.	
LIVERPOOL & LONDON, LIMITED	Allan Line.
J. & A. ALLEN	Allan State Line.
RICHARDSON, SPENCE & Co.	American Line, Liverpool-Philadelphia.
	Amercian Line, Southampton-New York.
HENDERSON BROTHERS	Anchor Line.
D. & C. MACIVER	Beaver Line.
THE CUNARD STEAMSHIP Co.	Cunard Line.
RICHARDS, MILLS & Co.	Dominion Line.
ISMAY, IMRIE & Co.	White Star Line.

7908 July 1st, 1898.

Petitioner's Exhibit 751.

7909

SCANDINAVIAN AND FINNISH STEERAGE PASSENGER BUSINESS

(INCLUDING ICELAND.)

AGREEMENT between the following British Lines, viz: Allan, and Allan-State (Liverpool, London and Glasgow); American (Liverpool and Philadelphia, and Southampton and New York); Anchor; Beaver; Cunard; Dominion; White Star; and the Thingvalla Line, Copenhagen.

1. That prepaid Rates for Scandinavian Business (Norway, Sweden other than Stockholm, and Denmark) from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg, be— 7910

THINGVALLA LINE for S. S. Amerika	$30.75	per adult.
Other Steamers	$28.75	"
ALLAN LINE, Liverpool, and ALLAN-STATE LINE, Glasgow	$26.00	"
AMERICAN LINE, Southampton, S. S. St. Paul, St. Louis, Paris and New York	$30.75	"
S. S. Berlin and Chester	$26.00	"
AMERICAN LINE, Liverpool	$26.00	"
ANCHOR LINE	$26.00	"
BEAVER LINE	$26.00	"
CUNARD LINE, S. S. Campania, Lucania, Etruria, Umbria	$30.75	"
S. S. Servia, Aurania, and Boston Steamers	$26.00	"
DOMINION LINE	$26.00	"

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WHITE STAR LINE, S. S. Teutonic, Majestic .....$30.75 "
S. S. Cymric, Britannic, Germanic, Adriatic .....$26.00 "

From Stockholm the rate to be $3 additional.
Children between 1 and 12 years, half fare; Infants under 1 year, $3.
Commission to Agents, $2 per adult.
When any Service has two rates, Prepaid or Cash Tickets at the lower rates shall plainly state they are only available for the named Steamers to which the
7913 lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by the higher rated Steamers, unless they have been paid difference in rate.

That gross cash rates for Scandinavian Business (Norway, Sweden other than Stockholm and Denmark) be fixed as follows, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrickshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Skien and Aalborg—

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	Gross	Nett off Copenhagen.
HINGVALLA LINE for S. S. Amerika	Kr. 117	Kr. 105
Other Steamers	Kr. 110	Kr. 98

	Gross	Nett off Scandinavian Port.
LLAN LINE, Liverpool, ALLAN-STATE LINE, Glasgow	Kr. 98	£4 15 0
MERICAN LINE (Southampton), S. S. St. Paul, St. Louis, Paris, New York	Kr. 117	£5 15 0
S. S. Berlin, Chester	Kr. 98	£4 15 0
MERICAN LINE, Liverpool	Kr. 98	£4 15 0
NCHOR LINE	Kr. 98	£4 15 0
EAVER LINE	Kr. 98	£4 15 0
UNARD LINE, S. S. Campania, Lucania, Etruria, Umbria	Kr. 117	£5 15 0
S. S. Servia, Aurania, and Boston Steamers	Kr. 98	£4 15 0
OMINION LINE	Kr. 98	£4 15 0
HITE STAR LINE, S. S. Teutonic, Majestic ..	Kr. 117	£5 15 0
S. S. Britannic, Germanic, Adriatic, Cymric	Kr. 98	£4 15 0

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oss rate from Stockholm to be Kr. 12 higher than above.

ildren between 1 and 12 years, half fare; Infants under 1 year, 10 Krs. Gross. 10/-each, nett. Commission to Head Agents, 12 Krs. per adult. 6.00 Krs. per child.

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2. Prepaid Rates for Finish Business, to or from rts of Abo, Hango or Helsingfors:

That Prepaid Rates for Finnish Business be the me as for Stockholm, that is $3 higher than the andinavian Prepaid Rates tabulated above, Chilen between 1 and 12 years, half fare; Infants under year, $3. Commission $2 per adult.

That the gross cash rates for Finnish Business by ect Steamers from Abo, Hango or Helsingfors, via ull or Copenhagen, be fixed as follows:

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	Gross. Finnish Marks.	Nett off Finnish Port.
THINGVALLA LINE for S. S. Amerika	181	164
Other Steamers	169	152
ALLAN LINE, Liverpool	155	£5 8 6
ALLAN LINE AND STATE LINE, Glasgow ..	155	£5 8 6
AMERICAN LINE, Southampton—S. S. St. Paul, St. Louis, Paris, S. S. New York	181	£6 8 6
S. S. Berlin, Chester	155	£5 8 6
AMERICAN LINE, Liverpool	155	£5 8 6
ANCHOR LINE	155	£5 8 6
7919 BEAVER LINE	155	£5 8 6
CUNARD LINE—S. S. Campania, Lucania, Etruria, Umbria	181	£6 8 6
S. S. Servia, Aurania and Boston Steamers	155	£5 8 6
DOMINION LINE	155	£5 8 6
WHITE STAR LINE—S. S. Teutonic, Majestic	181	£6 8 6
SS. Adriatic, Cymric, Britannic, Germanic	155	£5 8 6

Children between 1 and 12 years, half fare; Infants under 1 year, 15 Marks gross, 10/- nett. Commission to Head Agents, 17 Finnish Marks per adult.

7920 3. That the cash rate for Icelandic passengers be fixed as follows: For fast steamers 140 kroners, for all other steamers of the Lines party hereto 115 from Iceland to landing port in America. Children between 1 and 12 half fare, Infants 10 kroner, 10s. net. Commission to head Agents 9 kroner per Adult, Kr. 4.50 per child. No prepaids to be issued.

All the foregoing rates apply only to Steamers at present employed in the services of the Lines.

4. The British Lines agree to discontinue Free forwarding of passengers from Norwegian ports to other Scandinavian ports for shipment.

Petitioner's Exhibit 751

5. The above rates are subject to change at any time any Line considers such change necessary or desirable on giving a fortnight's notice. Any change so made may be followed without notice by any other Line, but same differentials must be maintained. 7921

6. That beyond said commission no allowance of any kind based upon results, present, prospective, or retrospective, be made. Each Company shall, however, be at liberty to allow its head Agents such sum per annum fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 18 hereof. 7922

7. The Thingvalla Line to confine its direct business to the ports it ran from prior to July, 1893, and to its present fleet.

8. That the Lines party hereto agree not to carry any other Lines' passengers at less than the rate in force for the Steamer carrying such passengers.

9. The Lines agree not to book (nor allow to be booked by their agents) passengers for other than their own Sailings.

10. Finnish or other business booked by Scandinavian Agents, either directly or through a sub-agent, and forwarded through a Scandinavian port, shall be considered as Scandinavian business. 7923

11. The Thingvalla Line undertakes not to engage as steward, or in any other capacity, for the passage out, any person who is accompanied by, or who can influence the booking of, intending passengers; and further that the Secretary of the Local Association shall be informed of the names of persons engaged to work the passage out as stewards, in time

7924 *Petitioner's Exhibit 751*

for an examination into the circumstances, should the Secretary or the Association desire it.

12. The Secretary of the Passenger Conference, at 23, Water Street, Liverpool, shall act as Secretary in Europe under this agreement for all Lines parties hereto, who will furnish him, not later than Monday in each week, with a full and exact return of all Scandinavian and Finnish and Icelandic passengers carried during the previous week.

13. Free and reduced passages being prohibited, no
7925 passenger shall be carried in any class of Atlantic Steamer who does not pay full tariff fare for the accommodation he receives.

14. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall at the option of the complaining party take place at Copenhagen, Liverpool or Glasgow.

(*b*) Notice in writing of intention to prefer a claim
7926 shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Thingvalla Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each

party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding. 7928

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly. 7929

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 4 sub-clause (*b*).

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notifica-

7930 *Petitioner's Exhibit 751*

tion of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall
7931 be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him
7932 or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

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(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

(*l*) *Disposal of Fines.* All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.

(*m*) This agreement may be made a rule of Her Majesty's Court of Queen's Bench, or her Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside. 7934

15. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Line, with their interpreters, and the Acting Secretary under this agreement or his nominee.

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In the event of the Secretary being the representative of the complaining or defending Line, another Secretary shall be nominated by the Lines, other than those at issue.

16. That the annexed Agreement, Rules and Regulations for Agents considered part of this Agreement be adopted and enforced.

17. This agreement to be operative from date hereof until 1st March, 1900, subject to clause 5 and to the power of suspension being exercised by any Line

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should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for steerage business.

18. That the Indirect Lines each be allowed to pay a maximum sum of £600 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line Liverpool and London and Allan and State Line Glasgow to be counted as one Line. The American Line, South-
7937 ampton, and the American Line, Liverpool, being likewise counted as one Line.

Liverpool, June 15th, 1898.

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Petitioner's Exhibit 752.

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BRITISH BUSINESS, THIRD-CLASS.

AGREEMENT between the following British Lines, viz.: Allan and Allan and State, (Liverpool, London, and Glasgow); American (Liverpool and Philadelphia and Southampton and New York); Anchor; Canadian Pacific Railway Company (Atlantic S. S. Lines); Cunard; Dominion; and White Star.

1. That the rules and regulations in operation July, 1893, and also those for Agents annexed, be considered part of this Agreement.

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2. That the commission to any Agent in the United Kingdom for securing Cash or Homeward Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and to Agents in the United States or Canada for Prepaid or Eastbound Passengers, $2 per adult, $1 per Child, ($0.50 per Infant, prepaid only).

3. That the rates be as follows:

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	Cash Rate	Prepaid Rate	Eastbound Rate
ALLAN LINE, Liverpool—S. S. Victorian, Virginian	£5 15 0	$28.75	$28.75
Do. Do. S. S. Bavarian, Tunisian, Ionian, Parisian, Pretorian, Sicilian, Corinthian, Mongolian, Numidian	5 10 0	27.50	27.50
ALLAN STATE LINE, Glasgow (all Steamers except Boston Cattle Steamers)	5 10 0	27.50	27.50
Boston Cattle Steamers	5 5 0	26.25	26.25
AMERICAN LINE, Southampton—S. S. St. Paul, St. Louis, New York, Philadelphia	6 0 0	30.00	30.00
7943 AMERICAN LINE, Liverpool—S. S. Friesland, Haverford, Merion, Noordland, Westernland	5 10 0	27.50	27.50
ANCHOR LINE—S. S. Columbia, Caledonia	5 15 0	28.75	28.75
Do. S. S. Anchoria, Astoria, Ethiopia, Furnessia	5 10 0	27.50	27.50
CANADIAN PACIFIC RAILWAY. (Atlantic S. S. Lines.) S. S. Lake Champlain, Lake Erie, Lake Manitoba	5 10 0	27.50	27.50
CUNARD LINE—S. S. Campania, Lucania, Caronia, Carmania	6 5 0	31.25	31.25
Do. S. S. Ivernia, Saxonia	6 0 0	30.00	30.00
Do. S. S. Umbria, Etruria	5 15 0	28.75	28.75
Do. S. S. Carpathia (when not carrying cattle)	5 15 0	28.75	28.75
7944 (when carrying cattle)	5 10 0	27.50	27.50
DOMINION LINE—S. S. Canada, Dominion, Kensington, Ottawa, Southwark, Vancouver	5 10 0	27.50	27.50
WHITE STAR LINE—S. S. Oceanic, Baltic, Cedric, Celtic	6 5 0	31.25	31.25
Do. S. S. Majestic, Teutonic, Arabic, Canopic, Republic	6 0 0	30.00	30.00
Do. S. S. Cymric (when not carrying cattle)	5 15 0	28.75	28.75
(when carrying cattle)	5 10 0	27.50	27.50

Petitioner's Exhibit 752

Children 1 year and under 12 years half fare; Infants, Westbound, under 12 months 10/—cash, $3 prepaid; Infants, Eastbound, free.

The foregoing rates apply only to Steamers at present employed in the Services of the Lines, and the Eastbound rates are subject to all the regulations and conditions made and hitherto obtaining in the United States and Canada with respect to Eastbound business.

When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named Steamer or Steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by higher rated steamers, unless they have been paid difference in rate.

4. That the Canadian Lines be at liberty to charge a rate of £4 10s. net for parties consisting solely of Charity Children shipped by the Managers or Proprietors of Children's Homes. This rate to be off London for London Charity Children, off Glasgow for Scotch Charity Children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a compiete list giving particulars of the institutions who alone are entitled to this special rate.

5. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, Philadelphia or Baltimore.

6. That the rate for Homeward orders be the same as the Westbound cash rate (New York, Boston, Philadelphia and Baltimore being common points for United States Lines only) to ports of debarkation, except in the case of the American Line, who may give free rail tickets to London from Southampton and the Liverpool Canadian Lines who may give free rail tickets, Liverpool to London.

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7. This Agreement to be terminable at the end of three years from date hereof, or at any time thereafter by giving six months' previous notice. Should any new Line (or opposition steamer or steamers) not now in the business, seek to compete for Third Class business, any Line party hereto shall have the power of summary suspension of this Agreement.

The above clause to be subject to an Agreement made between the International Mercantile Marine Company and the Cunard Company, dated 14th January, 1903, being carried out and maintained, otherwise this Agreement to be terminable by three months
7949 notice as before.

8. That Passengers must in all cases pay their own rail fares to port of embarkation (save in the case of the American Southampton Line, and Liverpool Canadian Lines except when sailing to United States Ports other than Portland, who are allowed to include the rail ticket from London only), and from ports of debarkation excepting as provided for in clause 5.

9. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any
7950 alleged breach of this Agreement shall be settled by Arbitration as follows:

(a) Arbitration proceedings in Europe shall take place at Liverpool.

(b) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal of-

fice in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post. 7951

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.

(d) Should either of the parties fail to appoint an Arbitrator within fourteen days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, than the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding. 7952

(e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference. 7953

(f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50.

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nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

(h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party
7955 to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party
7956 hereby irrevocably declares him finally stopped from raising any contrary contention.

(i) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

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(j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(k) All and singular the provisions of the Arbitration Act, 1889, or any Statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

AMERICAN LINE, 7958
Liverpool and Philadelphia,
Southampton and New York.
ALLAN LINE,
Liverpool and London.
ALLAN LINE and STATE LINE,
Glasgow.
ANCHOR LINE,
CANADIAN PACIFIC RAILWAY COMPANY,
(Atlantic S.S. Lines.)
CUNARD STEAMSHIP CO., LTD.
DOMINION LINE,
Liverpool.
WHITE STAR LINE. 7959

Liverpool, January 14th, 1905.

British and Irish Agents.

THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it

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must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises
7961 to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The names of the Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

ALLAN LINE ..... Allan Brothers & Co., Liverpool and London, Ltd.
ALLAN LINE AND STATE LINE GLASGOW ..... J. & A. Allan.
7962 AMERICAN LINE, LIVERPOOL—PHILADELPHIA } American Line.
AMERICAN LINE, SOUTHAMPTON—NEW YORK }
ANCHOR LINE ..... Anchor Line (Henderson Brothers), Limited.
CANADIAN PACIFIC RAILWAY CO. (ATLANTIC S. S. LINES)
CUNARD LINE ..... The Cunard Steamship Co., Limited.
DOMINION LINE ..... Dominion Line.
WHITE STAR LINE ..... Ismay, Imrie & Co.

Agents not to book Passengers, or represent themselves as Agents for any Line from whom they do not hold a License, or appoint Sub-Agents.

2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a pas-

senger Agent, or to book Passengers for any Conference Steamship Company from whom he does not hold a license; or to obtain tickets directly or indirectly through or by any other Agent or person. Agents are also prohibited from appointing Sub-Agents.

Amount actually received to be entered in the Ticket.

3. The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ticket.

Inland Bookings of Second Class, Emigrant or Colonist or mixed Class, must take place through the 7964
Steamship Company only, and only to places mentioned in the Tariff.

4. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland, nor to receive Commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current tariffs supplied by the Conference Company he represents. This rule applies only to Inland Booking at Third Class (Emigrant or Colonist) and 7965
Second and Mixed Class Rates. In collecting Inland Fares, Agents must be careful to charge the Inland Tariff Rate from the Port at which Passengers land from the Atlantic Steamer. It is not permissible to use the Inland Tariff Rate from any other Port.

No return or allowance to be made to Passengers or other persons; also particulars of charges to be allowed or otherwise.

5. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning

7966 *Petitioner's Exhibit 752*

any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any person whatever. The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

7967 Bill-posting and advertising.

6. No charge is allowed to be made by Agents for bill-posting or advertising.

Remittances.

7. Any agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions may be dealt with by fine or disqualification as decided by Conference.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden, also extra-
7968 vagantly worded advertisements.

8. No circular or publication of any kind, reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents, is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any Act that can injuriously affect such Line's or its Agent's business. Extravagantly worded advertisements issued by agents are to be deprecated.

Petitioner's Exhibit 752

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Advertising rates of passage.

9. When an Agent advertises a Rate for Passage to United States or Canada he must distinctly name the Line by which such rate is available, and see that the rate inserted in the advertisement is the correct one charged by the Line.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool City Agents and Agents in the country and other towns, and to prevent the one interfering with 7970
the functions of the other, as is frequently the case to the detriment of all concerned; and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several conference companies, as follows:

Charge for Lodgings in Liverpool.

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult or one shilling and sixpence for two persons sleeping in one bed, for all British passengers, except those only just arrived from Ireland, for which passengers the lowest charge for lodgings shall be six- 7971
pence per night.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat, one shilling.

Commission on Board or Lodgings.

(C) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

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Baggage Labels.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

Allowing Commission and Breach of Rules.

11. No agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules, and to report any violation thereof that may come to his knowledge to the Conference Secretary or to the Steamship Company he represents.

7973

ALLAN BROTHERS & CO., LPL. & LDN., LTD.	Allan Line.
J. & A. ALLAN	Allan Line and State Line.
AMERICAN LINE	American Line, Liverpool—Philadelphia. American Line, Southampton—New York
ANCHOR LINE (HENDERSON BROTHERS) LIMITED	Anchor Line.
CANADIAN PACIFIC RAILWAY COMPANY (ATLANTIC S. S. LINES)	
THE CUNARD STEAMSHIP CO., LIMITED	Cunard Line.
DOMINION LINE	Dominion Line.
ISMAY, IMRIE & CO.	White Star Line.

7974

January 14th, 1905.

Petitioner's Exhibit 753. 7975

AMENDED.

Liverpool, January 21st, 1905.

SCANDINAVIAN THIRD CLASS BUSINESS.

To Agents,

Dear Sir,

In accordance with our telegraphic advice of the 14th instant, please note that the following Lines, viz: Allan and Allan-State (Liverpool, London and Glasgow); American (Liverpool-Philadelphia and Southampton-New York); Anchor; Cunard; Dominion; 7976
White Star; and Scandinavian-American Line, Copenhagen, have agreed that the gross cash rates for Scandinavian Business (Denmark, Norway, Sweden) be fixed, on and from the 17th January, from the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Frederickshavn, Christiania, Christiansand, Bergen, Stavanger, Drontheim, Aalesund, Christiansund, Arendal, Laurvik, and Aalborg, as follows:

7977

7978 *Petitioner's Exhibit 753*

	Gross Cash rate.
Allan Line, Liverpool—S.S. Victorian, Virginian ...	Kr. 120
Do. Do. S.S. Bavarian, Tunisian, Ionian, Parisian, Pretorian, Sicilian, Corinthian, Mongolian, Numidian	Kr. 115
Allan State Line, Glasgow	Kr. 115
American Line, Southampton—S.S. St. Paul, St. Louis, New York,	
7979 Philadelphia	Kr. 125
American Line, Liverpool—S.S. Friesland, Haverford, Merion, Noordland, Westernland	Kr. 115
Anchor Line—S.S. Anchoria, Astoria, Caledonia, Columbia, Ethiopia, Furnessia	Kr. 115
Cunard Line—S.S. Campania, Lucania, Caronia, Carmania	Kr. 132
Do. S.S. Ivernia, Saxonia	Kr. 125
Do. S.S. Umbria, Etruria	Kr. 120
Do. *S.S. Carpathia	Kr. 120 Kr. 115
7980 Dominion Line—S.S. Canada, Dominion, Kensington, Ottawa, Southwark, Vancouver	Kr. 115
White Star Line—S.S. Oceanic, Baltic, Cedric, Celtic	Kr. 132
Do. S.S. Majestic, Teutonic, Arabic, Canopic, Republic	Kr. 125
Do. *S.S. Cymric	Kr. 120 Kr. 115
Scandinavian-American Line—S.S. Oscar II, S.S. Hellig Olav, United States, from Copenhagen and all Agreement Ports	Kr. 132
Do. S.S. Hekla Do. Do.	Kr. 120

Petitioner's Exhibit 753

7981

Gross rate from Stockholm Kr. 12 higher than above. Children 1 year and under 12 years, half fare; Infants under 1 year 15 Krs. Gross (15/-each nett). Commission to Head Agents, 12 Krs. per Adult. 6.00 Krs. per child.

*Note.—The Agreement provides that the S.S. Carpathia and S.S. Cymric shall have two rates, viz., 120 Kr. and 115 Kr., and rate in force from time to time for each Steamer will be notified by the Conference Secretary to your Association as well as by the respective Companies to their Agents.

7982

The North Sea rates to be paid Messrs. Thos. Wilson, Sons & Co., Ltd. on the advanced through Cash rates will be as follows:

	From Drontheim, Aalesund and Christiansund.			From all the other Ports.		
For Passengers booked at the Cash Rate of Kr. 132	£1	2	6	£1	0	0
For Passengers booked at the Cash Rate of Kr. 125	1	1	4		18	10
For Passengers booked at the Cash Rate of Kr. 120	1	0	10		18	4
For Passengers booked at the Cash Rate of Kr. 115	1	0	4		17	10

7983

For passengers forwarded from the Agreement Ports of Aalesund, Christiansund, and Drontheim, the amounts to be remitted to the Steamship Company will be as per following statements:

132 Kroner .....@ Kr. 18.25 =				£7	4	8
Commission....Kr. 12 =	£0	13	2			
North Sea Fare	1	2	6	1	15	8
				£5	9	0

7984 *Petitioner's Exhibit 753*

125 Kroner .....@ Kr. 18.25 =				£6	17	0
Commission..Kr. 12 =	£0	13	2			
North Sea Fare	1	1	4	1	14	6
				£5	2	6

120 Kroner .....@ Kr. 18.25 =				£6	11	6
Commission....Kr. 12 =	£0	13	2			
North Sea Fare	1	0	10	1	14	0
				£4	17	6

7985

115 Kroner .....@ Kr. 18.25 =				£6	6	0
Commission..Kr. 12 =	£0	13	2			
North Sea Fare	1	0	4	1	13	6
				£4	12	6

For passengers forwarded from the Agreement Ports of Bergen, Christiania, Christiansand, Stavanger, Gothenburg, Helsingborg, Malmo, and Copenhagen, the amounts to be remitted to the Steamship Company will be as per following statements:

7986

132 Kroner .....@ Kr. 18.25 =				£7	4	8
Commission....Kr. 12 =	£0	13	2			
North Sea Fare.....	1	0	0	1	13	2
				£5	11	6

125 Kroner .....@ Kr. 18.25 =				£6	17	0
Commission..Kr. 12 =	£0	13	2			
North Sea Fare	0	18	10	1	12	0
				£5	5	0

Petitioner's Exhibit 753 7987

120 Kroner .....@ Kr. 18.25 =			£6	11	6
Commission....Kr. 12 =	£0	13	2			
North Sea Fare	0	18	4	1	11	6
				£5	0	0

115 Kroner .....@ Kr. 18.25 =			£6	6	0
Commission..Kr. 12 =	£0	13	2			
North Sea Fare	0	17	10	1	11	0
				£4	15	0

7988

NOTE.—List of Bookings at the previous rate, consecutively numbered, must be sent us within seven days from receipt of this advice, and must contain the full Christian Names and Surnames, ages, and port of destination of Passengers, but only such as have actually, prior to January 17th, paid a deposit, which deposit must be remitted in full to the Companies, with the said lists. The consecutive number of each booking to be referred to in Agents' advice lists, as the passengers come forward.

Yours truly,

..... 7989

To.....

Agent at .....

.....

7990 **Petitioner's Exhibit 754.**

AMENDED.

Liverpool, January 21st, 1905.

FINNISH THIRD CLASS BUSINESS.

Dear Sirs:

In accordance with the advice sent to you by wire on 14th instant, it has been agreed by all Lines to fix the Finnish gross cash rates by direct Steamers from Abo, Hango or Helsinfors, via Hull or Copenhagen as follows:

		Gross Rate. Finnish Marks.
7991	ALLAN LINE, Liverpool, S.S. Victorian, Virginian	185
	Do Do S.S. Bavarian, Tunisian, Ionian, Parisian, Pretorian, Sicilian, Corinthian, Mongolian, Numidian, ...	176
	ALLAN & STATE LINE, Glasgow	176
	AMERICAN LINE (Southampton) S.S. St. Paul, St. Louis, New York, Philadelphia	190
7992	AMERICAN LINE (Liverpool) S.S. Friesland, Haverford, Merion, Noordland, Westernland	176
	ANCHOR LINE, S.S. Anchoria, Astoria, Caledonia, Columbia, Ethiopia, Furnessia ...	176
	CUNARD LINE, S.S. Campania, Lucania, Caronia, Carmania	202
	Do. S.S. Ivernia, Saxonia	190
	Do. S.S. Umbria, Etruria	185
	Do. *S.S. Carpathia	185 176

Petitioner's Exhibit 751

7993

DOMINION LINE, S.S. Canada, Dominion, Kensington, Ottawa, Southwark, Vancouver		176
WHITE STAR LINE, S.S. Oceanic, Baltic, Cedric, Celtic		202
Do.	S.S. Majestic, Teutonic, Arabic, Canopic, Republic	190
Do.	*S.S. Cymric	185 176
SCANDINAVIAN-AMERICAN LINE, S.S. Oscar II, Hellig Olav, United States		202
Do.	S.S. Hekla	185

7994

Children 1 year and under 12 years, half fare; Infants under 1 year, 22 Marks gross (15/- each nett; Commission to Head Agents, 17 Finnish Marks per adult, 8.50 F. M. per child.

*NOTE.—The Agreement provides that the S.S. Carpathia and S.S. Cymric shall have two rates, viz: 185 F. M. and 176 F. M., and the rate in force from time to time for each Steamer will be notified by the Conference Secretary to your Association, as well as by the respective Companies to their Agents.

The Amounts to be remitted to the Steamship Company will be as per following Statements:

7995

202 Finnish Marks			£7	18	0
Commission	£0	13	6		
Forwarding	1	13	6	2	7	0
			£5	11	0

190 Finnish Marks			£7	9	0
Commission	£0	13	6		
Forwarding	1	13	6	2	7	0
			£5	2	0

7996 *Petitioner's Exhibit 754*

185 Finnish Marks				£7	5	0
Commission	£0	13	6			
Forwarding	1	13	6	2	7	0
				£4	18	0

176 Finnish Marks				£6	18	0
Commission	£0	13	6			
Forwarding	1	13	6	2	7	0
				£4	11	0

7997

NOTE.—List of Bookings at the previous rate, consecutively numbered, must be sent us within seven days from receipt of this advice, and must contain the full Christian Names and Surnames, ages, and port of destination of Passengers, but only such as have actually, prior to Jan. 17th, paid a deposit, which deposit must be remitted in full to the Companies, with the said lists. The consecutive number of each booking to be referred to in Agents' advice lists, as the passengers come forward.

7998 To .....

Agent at .....

Petitioner's Exhibit 755.

7999

AGREEMENT Z.

Parties

Reason for Agreement.

London 5th February 1908

1. The Hamburg-American Line, Holland-America Line, North German Lloyd, Red Star Line, American Line, Cunard Line, White Star Line, Anchor Line and Allan Line, United States Services, called herein collectively for the purpose of this contract the Atlantic Conference Lines (but of which the Hamburg- 8000
American Line, Holland-America Line, North German Lloyd and Red Star Line are hereinafter called the Continental Lines) of the first part, and the Allan Line, Canadian Services, which include Portland in the winter Dominion Line, which includes Portland in the winter, and Donaldson Line, hereinafter called the Canadian Lines, of the second part, agree to enter into a Pool Contract on Continental Steerage business to and via the United States and Canada carried by them.

Sharing of Continental Steerage Traffic.
Summary of Passengers Classed as Continentals.

8001

2. a) The Canadian Lines agree to accept as their share of the Continental Steerage traffic as abovementioned 2.79 per cent. per annum of same, such traffic to include all passengers carried by the Lines, parties to this agreement, except the Cunard Line from and via ports between Cronstadt and Bordeaux inclusive. All passengers of German, Russian, Austrian, Hungarian, Servian, Bulgarian, Roumanian, Montenegrinian, Helvetian, Dutch, Belgian, French, Luxembourgian origin, forwarded by Lines, parties to this agreement, from or via Scandinavian or Finnish

8002 *Petitioner's Exhibit 755*

ports to be also included, except as provided for in Clause 3.

b) (Italian passengers coming to Great Britain by direct steamers and carried by British Lines from British ports are also considered as Continental passengers under this contract.)

c) If any Line, not party to this contract, should come into the business of taking Continental steerage passengers, any passenger taken by such new Line is not to form part of the account between the Canadian Lines and the Atlantic Conference Lines.

8003 Fixing a Compensation Price for Excess or Short Carryings.

3. The Canadian Lines agree to pay compensation to the Atlantic Conference Lines at the rate of £ 4 per soul for any Continental business they carry in excess of their share as fixed in Clause 2. The Atlantic Conference Lines in like manner to compensate the Canadian Lines at the rate of £ 4 per soul for all passengers the Canadian Lines may be short of their allotment.

A continental passenger is:

8004 Definition of a Continental Passenger.

(*a*) Every passenger carried by the Lines parties to this agreement coming from or via ports between Cronstadt and Bordeaux inclusive.

(*b*) Every Italian or Oriental passenger coming to Great Britain by direct steamers from Mediterranean ports and carried by British Lines from British ports.

(*c*) Every passenger of German, Russian, Austrian, Hungarian, Servian, Bulgarian, Roumanian, Montenegrinian, Helvetian, Dutch, Belgian, French, Luxembourgian origin forwarded by Lines parties to

8005

this agreement and coming from or via Scandinavian or Finnish ports, but after a continuous residence of such a person in Great Britain, Scandinavia or Finland of at least five weeks, the Lines shall be justified in booking him as a British, Scandinavian or Finnish passenger. The detention of passengers in any country for five weeks in order to exempt them from the accounts is contrary to the spirit of this agreement.

Booking by Canadian Lines of Continental Passengers through Authorized Agencies.

4. a) The Canadian Lines agree that they will not establish, use or tolerate any agents' organization in Great Britain, America, or on the Continent, or countenance or take any steps for the booking of Continental passengers except through their regular authorized agencies. 8006

Clearing House Duties.

b) The Canadian Lines agree that the Atlantic Conference Lines for investigation purposes may establish a Clearing House in England in a similar way as the British Lines in former years used to have one in Hamburg, under an agreement with the Hamburg-American Line. The Canadian Lines have the same privilege to establish a similar Clearing House on the Continent. 8007

c) The task of the Clearing House will consist in seeing to it, that all passengers defined under this agreement as Continentals are accounted for as such. These Clearing Houses will carry on their investigations in London, Liverpool, Glasgow, Libau, Hamburg, Bremen, or any other place as may be deemed necessary.

d) All reasonable facilities shall be accorded to the Clearing House officials to satisfactorily discharge their duties.

8008 *Petitioner's Exhibit 755*

Proving to Clearing House officer that a passenger, is not a pool passenger.

e) It is understood that in cases where the Clearing House expresses its doubts as to the origin of a passenger, it is the duty of the forwarding or booking Line to prove to the Clearing House's satisfaction that the passenger is not a Continental one in the sense of this agreement. If such Line should not be in a position to prove to the satisfaction of the Clearing House that the passengers are not Pool passengers in the sense of this agreement, such passengers to be ac-
8009 counted for as Continentals without demur, without prejudice to the right of the carrying line to appeal to arbitration.

Penalty for not accounting for a Continental passenger.

f) It is distinctly understood, however, that the above investigations by the Clearing House do not free the Lines from the obligation to take themselves every measure in their power so as to avoid that passengers, who are Pool passengers in the sense of this agreement, are not accounted for by them to the Pool, and for every Continental passenger not so accounted for, the Canadian Lines shall pay to the Atlantic Con-
8010 ference Lines, and *vice versa,* damages £ 10 (besides the compensation money as stated above), and in case of repetition of such offence by the same Line this amount shall be doubled.

Quoting of gross rates off Continental ports.

5a) For Continental business only gross through rates off Continental ports to be quoted; it is, for instance, not allowed to quote nett rates off U. K. ports.

8011

Canadian Lines minimum rate off a Continental port not to be lower than lowest rate quoted by a Continental Line from that port.

b) The Continental steerage gross rate of any Canadian Line off a Continental port (which includes a commission of not exceeding fifteen Marks per adult and the actual local transportation that is from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the Continental Line, party to this agreement or French Line off the same port; and in the case of a Continental port not being frequented by steamers of a Continental 8012
Line party to this agreement or French Line, the lowest gross rate of the Canadian Lines off such port must not be lower than the lowest gross through rate quoted by any Continental Line party to this agreement or the French Line.

Canadian Lines alter Continental rates adjust.

c) It being the sense of this agreement, that the Canadian Lines should carry the share allotted to them as nearly as possible, it is agreed that in case and as long as the Canadian Lines are short of their allotment, the Line or Lines of them which are short may reduce their rate below the aforesaid minimum on 8013
submitting proof of such shortage to the Atlantic Conference Lines. In like manner, in case and so long as the Canadian Lines are in excess of their allotment, the Line or Lines of them which are in excess are bound to advance their rates even above the aforesaid minimum.

Communications thro. secretary Notice change in rates.

6a) The Canadian and the Atlantic Conference Lines shall communicate to each other through the Secretary of the Atlantic Conference any change in their rates 24 hours before it is published.

8014 *Petitioner's Exhibit 755*

P. R. Canadian Lines not to be below equivalent west rate at given scale.

b) The prepaid rate of the Canadian Lines shall not be below the equivalent of the Westbound rate at the following scale:

M.	100	Dollars	24 1/2
"	110	"	27
"	120	"	29 1/2
"	130	"	31 1/2
"	140	"	34
"	150	"	36 1/2
8015 "	160	"	38 1/2
"	170	"	41
"	180	"	43 1/2
"	190	"	45 1/2
"	200	"	48

and the Canadian Lines to pay the same commission as the Atlantic Conference Lines.

Not to book steerage as second cabin.
Passgrs. at lower than cabin rates are steeragers. See cabin rates minimum.

8016 c) The Canadian Lines and the Atlantic Conference Lines mutually undertake that they will not book steerage passengers as second cabin with a view to evade the conditions of this agreement. All Continental passengers paying a rate less than second cabin Continental rate of the respective steamer to be accounted for as steeragers. As second cabin rate shall be considered the rate, fixed in a special second class agreement by the parties to this contract, and during the time such cabin agreement not being in existence a rate 40/- higher than the lowest gross steerage rate of any Continental Line party to this agreement or the French Line, but in no case the Canadian Lines'

8017

Continental second class rate shall be lower than 180 Marks, unless the Continental Lines, parties to this agreement or the French Line, or any one of them quote a lower second class rate, in which case the Canadian Lines are entitled to the same rate.

Suspense of Canadian Lines' share made possible.

7. That the Atlantic Conference Lines hold themselves free to suspend the guarantee of the share of the Canadian Lines under this agreement for such time as the Canadian Lines, or any of them, may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit.

8018

Informing Secy. Cont. carryings Dates.

8a) For the purpose of controlling the proportions of the traffic the Canadian Lines shall telegraph to the Secretary of the Atlantic Conference Lines not later than three days after the 7th, 15th, 23rd and last of each month, the number of Continental passengers forwarded by them in the course of the respective pool period.

Circulating Statistics.

8019

b) In like manner the Atlantic Conference Lines shall communicate to the Secretary of the Atlantic Conference the returns of the numbers of Continental passengers carried by them. The statistics to be circulated.

Making up pool statements. Remittances time limits.

c) Pool Statements for each month to be made up by the Secretary of the Atlantic Conference before the 20th of each succeeding month and remittance to be made before the end of the month next ensuing.

8020 *Petitioner's Exhibit 755*

Remittance in compensation to Canadian Lines to be made by Bankers' draft on London.

d) Remittances in compensation to Atlantic Conference Lines to be made as may be advised by the Secretary of the Atlantic Conference.

Settling disputes.

9. All parties mutually agree that any disputes or claims between any of them, or between any one or more of them, and the rest of them arising out of any alleged breach of this agreement shall be settled by
8021 Arbitration as follows:

Place.

a) Arbitration proceedings in Europe shall take place at London.

Giving Notice of Claim.

b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of, the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the prin-
8022 cipal office in England of such British Line and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

Appointing an Arbitrator.

c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.

Petitioner's Exhibit 755

8023

d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

8024

Arbitrators' powers.

e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.

f) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

8025

Penalties for breach of Contract.

g) The fine or damages for breach of this Agreement, by any party hereto shall not be less than £50 nor more than £500 sterling, or the equivalent for each breach and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be

8026 disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and
8027 not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

Re-opening and reconsidering a claim.

i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and
8028 published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

Statement to be made under English Law.

j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

 8029

k) All and singular the provisions of the Arbitration Acts 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any arbitration hereunder.

Observing spirit and letter of agreement.

10. In all cases in which differences of opinion arise on the terms and meaning of this Agreement, not only the tenor but more and especially the spirit of it has to be considered by the Arbitrator.

Period of agreement. Notice termination.

11. This present contract has been concluded for the period from March 1st 1908 to February 28th 1911, and shall after this latter date continue from year to year unless due notice be given not later than on the 1st December of the intention of terminating same at the end of the next February, namely, in the first instance on the 1st December 1910. 8030

A/cing of passengers on termination contract.

12. Passengers embarked for the Canadian Lines from a Continental port on or before the date of termination of this agreement shall be accounted for, although they may sail from Great Britain at a later date. 8031

N. D. L. V. withdraw from certain traffic.

13. The N. D. L. V. Lines, agree to withdraw altogether from the carriage of Scandinavian (Norway, Sweden, Denmark and Iceland) Finnish and British Steerage business, Westbound and Eastbound, direct and indirect, except indirect Eastbound Scandinavian and Finnish by Norddeutscher Lloyd and Hamburg-Amerika Line via their home ports, which Lines shall charge for their fast services the same rate as the British fast steamers and for their slower services two dollars less.

8032 *Petitioner's Exhibit 755*

Hamburg-Amerika Linie	(signed) *Ballin*
For Holland-Amerika Linie	(signed) *Reuchlin.*
Norddeutscher Lloyd	(signed) *Heinecken*
Red Star Line	(signed) *Ed. Strasser*
American Line White Star Line Dominion Line	(signed) *Harold A. Sanderson*
For the Cunard S.S. Co. Ltd.	*William Watson*
For Anchor Line (Henderson Bros.), Ltd.	(signed) *Richard Henderson*
Allan Line S.S. Co., Ltd.	(signed) *Henry Allan*
Donaldson Line	(signed) *Chas. Donaldson*

8033

APPENDIX I

AGREEMENT Z.

The Atlantic Conference Lines agree to the Allan Line taking by their London service not exceeding one hundred (100) passengers per sailing during the year 1908 from the Baron Hirsch Society, which are to be pooled so far as they are Continental passengers and for which a special compensation rate of two pounds (£ 2) per soul will apply.

Hamburg America Linie	(signed) *Ballin*
For Holland America Line	(signed) *Reuchlin.*
8034 Norddeutscher Lloyd	(signed) *Heinecken*
Red Star Line	(signed) *Ed. Strasser*
For the I. M. M. Co.	(signed) *J. Bruce Ismay*
For the Cunard S.S. Co. Ltd.	(signed) *William Watson*
For Anchor Line (Henderson Bros.), Ltd.	(signed) *Richard Henderson*
Donaldson Brothers	(signed) *per S. Smith Moncur*
Allan Line S.S. Co., Ltd.	(signed) *Henry Allan*

Petitioner's Exhibit 755 8035

APPENDIX II.

AGREEMENT Z.

Note to be added to the agreement between the Atlantic Conference Lines and the Allan Line, Canadian Services, including Portland in the winter, Dominion Line, including Portland in the winter, and the Donaldson Line, with regard to pooling Westbound Continental third class business.

1. The allotment of 2.79 per cent per annum of the Westbound Continenal steerage traffic is to be divided as follows, viz.:

Dominion Line	.74	per cent
Allan Line, Canadian Services	1.85	"
Donaldson Line	.20	"
	2.79	"

8036

2. This percentage to be calculated on the total Westbound steerage Continental traffic carried by the—

Allan Line,
Donaldson Line,
Dominion Line,
British United States Lines (exclusive of the Cunard Line),
N. D. L. V. Lines.

8037

3. The Dominion Line, being party to the Atlantic Conference their percentage under this Agreement must be accounted for to the Atlantic Conference.

Hamburg America Linie	(signed) *Ballin*
For Holland America Line	(signed) *Reuchlin*
Norddeutscher Lloyd	(signed) *Heincken*
Red Star Line	(signed) *Ed. Strasser*
For the I. M. M. Co.	(signed) *J. Bruce Ismay*
For the Cunard S.S. Co. Ltd.	(signed) *William Watson*
For Anchor Line (Henderson Bros.) Ltd.	(signed) *Richard Henderson*
Donaldson Brothers	(signed) *per S. Smith Moncur*
For the Allan Line S.S. Co. Ltd.	(signed) *Henry Allan*

8038 *Petitianer's Exhibit 755*

APPENDIX III.

AGREEMENT Z.

The following is the preliminary Agreement reached on January 31st, 1908:

Meeting

at Savoy Hotel, January 31st, 1908.

The following Lines being represented, viz.:

Hamburg American Line	Anchor Line
North German Lloyd	American Line
8039 Holland America Line	Donaldson Line
Red Star Line	Canadian Pacific Railway Company
French Line	White Star Line
Cunard Line	Dominion Line.
Allan Line	

1. *a*) The percentage of Continental Westbound business to be allotted to the Canadian Lines to be as follows:

Canadian Lines	Allan Line, Liverpool Allan Line, Glasgow Dominion Line, Liverpool Donaldson Line, Glasgow	2.79 %	To be amended by reduction on %. Allan Boston Service

8040 *b*) The Donaldson Line accept 0.20 as their share of this allotment. The division of the balance to be left to the Allan and Dominion Lines to adjust between themselves.

United States Lines	N. D. L. V. Lines British United States Lines	97.21 %

(exclusive of Cunard Line)

Petitioner's Exhibit 755 8041

c) The Canadian Lines agree to pool Russian passengers via Hango or other Finnish or Scandinavian ports. *The revised Agreement on Continental Westbound Business to be considered at a subsequent meeting, with a view to adapting it to the Canadian Lines as against the United States Lines.*

2. The Canadian Lines agree in principle that in the event of U. S. Lines 3rd class rates for pool purposes being raised they will follow up to a maximum of £7 provided the same differentials are preserved as against the British United States Lines as may be agreed upon.

3. Ten shillings differential to be continued for 8042
Canadian business as against U. S. business by all British Lines.

4. *Allan Line Boston Service to be included in the General Westbound Pool. The allotment of the 2.70* per cent to the Canadian Lines to be reduced in accordance with the Continental carryings by this service in the past.

5. Donaldson Line agree not to carry more than 200 third class passengers eastbound per annum without giving three months' notice to the Pool Lines of their intention to go into the eastbound business, when their percentage allotment will be considered. This is 8043
subject to an Eastbound Pool being arranged.

Hamburg Amerika Linie	(signed) *Ballin*
Holland Amerika Linie	(signed) *Reuchlin*
Norddeutscher Lloyd	(signed) *Heineken*
Red Star Line	(signed) *Ed. Strasser*
For the I. M. M. Co.	(signed) *J. Bruce Ismay*
For Cunard S.S. Co. Ld.	(signed) *William Watson*
For the Anchor Line (Henderson Bros.) Ltd.	(signed) *Richard Henderson*
For the Allan Line S.S. Co. Ld.	(signed) *Henry Allan*
Donaldson Brothers	(signed) per *S. Smith Moncur.*

8044 **Petitioner's Exhibit 756.**

AGREEMENT BB.

Between the following S. S. Lines

The Allan Line Steamship Co. Lim., Glasgow,

The Anchor Line (Henderson Brothers) Lim., Liverpool,

The Cunard Steamship Co. Lim., Liverpool,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, (Holland Amerika Lijn) Rotterdam,

Norddeutscher Lloyd, Bremen,

8045 Societe Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp,

International Mercantile Marine Co. (except the Societe Anonyme Belge Americaine, Red Star Line, Antwerp) New Jersey,

Canadian Pacific Ry. Co. (Atlantic Steamship Lines), Montreal, hereafter called the Atlantic Conference, of the first part, and the

Russian Eastasiatic Steamship Co., St. Petersburg of the second part the following Agreement has been concluded:

Art. 1.

8046 The Atlantic Conference guarantee to the Russian Eastasiatic S. S. Co. the percental participation, as defined and provided for in Art. 3 of this Agreement, of the entire steerage traffic as mentioned in Art. 3, forwarded by the parties to this Agreement from all European ports to and via the United States of America and Canada and vice versa in vessels owned, leased, chartered, or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar (Oriental passengers means passengers to or from Greece, Africa & Asia.)

Petitioner's Exhibit 756 8047

Art. 2.

All passengers forwarded in any intermediate class between steerage and cabin as defined in Art. 13 are to be considered as steerage passengers in the sense and meaning of this contract.

Intermediate, or even cabin passengers, are steeragers, unless they pay at least the lowest cabin fare as defined in Art. 13.

In the event of a breakdown of a steamer or other unforeseen occurrence necessitating the transfer of third class passengers to another Line, the Line carrying the passengers must pool them, except that if the 8048
Line to which the passengers are transferred is not a party to this Agreement, as far as those passengers are concerned, then the Line for which the passengers were booked must account for them to the Pool.

Jena, *Decbr. 10th, 1908;* March 31st, 1909.

Art. 3.

The Russian Eastasiatic S.S. Co. shall receive as their share in the total transportation of steeragers (souls) in accordance with Art. 1

a) Westbound 2.50%

of the carryings of

The Allan Line S.S. Co. Ltd., Glasgow for its 8049
United States Services.

The Anchor Line (Henderson Brothers) Lim., Liverpool,

The Cunard S.S. Co. Lim. Liverpool, (their Adriatic service excepted)

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,

Norddeutscher Lloyd, Bremen,

Societe Anonyme de Navigation Belge Americaine (Red Sar Line) Antwerp.

8050 *Petitioner's Exhibit 756*

White Star Line, Liverpool and Southampton,
American Line, Liverpool and Southampton,
Dominion Line, Liverpool, and
Russian Eastasiatic S.S. Co., St. Petersburg.

b) Eastbound 3.—%

of the carryings of

The Allan Line S.S. Co. Lim. Glasgow, United State & Canadian services,

The Anchor Line (Henderson Brothers) Ltd., Liverpool,

The Cunard S.S. Co. Lim., Liverpool for its Liverpool services and for all non-Italian & non-Oriental
8051 passengers by its Triest-Fiume service,

The Hamburg Amerikanische Packetfahrt A. G., Hamburg,

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,

Norddeutscher Lloyd, Bremen,

Societe Anonyme Belge Americaine (Red Star Line) Antwerp,

White Star Line, Liverpool and Southampton,
American Line, Liverpool and Southampton,
Dominion Line, Liverpool,

Canadian Pacific Ry. Co. (Atlantic Steamship Lines) Liverpool services, and
8052 Russian Eastasiatic S.S. Co., St. Petersburg.

Art. 4.

The percentages of the Russian Eastasiatic S.S. Co. are subject to their effecting both east and westbound not less than 18 sailings and not more than 24 sailings in a calendar year. For every sailing less than 18 sailings either east or west the percentage shall be reduced by 1/18th, east or west, as the case may be.

Petitioner's Exhibit 756

8053

Art. 5.

The Russian Eastasiatic S.S. Co. undertake not to carry any Scandinavian and Finnish passengers, nor to call with any of their steamers westbound or eastbound at any Scandinavian, Finnish, British or Continental port, except eastbound they retain the right to call at Rotterdam.

Art. 6.

If the Russian Eastasiatic S.S. Co. transfer their business in part or in whole to a successor or if an amalgamation with another Line takes place, they are 8054
bound to make it binding upon their successors to enter into this contract and to become a party to it with all the rights and obligations arising out of it, and their security devolves upon such successor.

Art. 7.

If the number of steeragers carried by the Russian Eastasiatic S.S. Co. in any year exceeds their share as per Art. 3, they have to pay to the Atlantic Conference Lines a compensation of £4.—for each passenger (soul) carried in excess of their share.

On the other hand, when they are short of their share, the Atlantic Conference Lines have to pay them likewise a compensation of £4.—p. soul for their short- 8055
age.

The compensation rate is subject to change, if such a change is agreed upon by the Atlantic Conference Lines for the accounts between themselves.

Art. 8.

The Secretary of the Atlantic Conference will make up monthly provisional accounts, showing the amount of compensation due to or by Russian East-Asiatic S.S. Co. and he will notify the party, which has to pay. These payments to be made within a fortnight after receipt of such notification.

8056 *Petitioner's Exhibit 756*

Final setlements will be made for each calendar year on the basis of a compensation account, prepared by the Secretary, to comprise the entire year. Objections against these final accounts to be made within four weeks of receipt of same by the Lines, failing which the accounts shall stand.

Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

Art. 9.

8057 The Russian Eastasiatic S.S. Co. undertake to arrange their service in such a manner that the number of steeragers which they actually carry, corresponds as nearly as possible with the number allotted to them by this contract, the payment of compensation money not being the intent and object of this contract, but merely the means of deterring either party from overcarrying its percentage allotment.

Art. 10.

a) For the purpose of the compilation of the compensation accounts the Lines, parties to this Agreement, have to furnish to the Secretary every 7th, 15th, 23rd and last day of a month their statistics of the
8058 steeragers, and also 2nd Cabin passengers, carried by them in the week ending with these respective dates and the destination of the steamer. First class numbers to be furnished to the Secretary for statistical purposes.

b) Passengers deported by Government authorities shall be deducted from the number of steeragers to be accounted for to the pool. Live stock attendants are likewise not to be accounted for.

c) Passengers who are transported free or against payment of the cost of subsistence westbound or eastbound upon request of the Government shall be treated in like manner.

Petitioner's Exhibit 756 8059

d) Persons belonging to the Board, the staff or the crew of any party to this Agreement as also their wives and children need not to be accounted for, if they receive free passage or passage at reduced rates.

e) All steerage passengers, whether booked at regular or reduced rates, have to be pooled under this Agreement, except those excepted under paragraphs b, c, d, of this clause.

f) A fine of £5.—shall be imposed upon any Line delaying the delivery of the statistics for more than three days.

g) The Secretary has to furnish to the parties weekly the statistics of the passengers carried, and monthly a statement showing the position of the parties versus each other and not later than the 15th of each month for the preceeding month. 8060

Art. 11.

In case the results thus obtained show that the Russian Eastasiatic S.S. Co. have exceeded their proportion or have remained below it, they are bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures in operation they must inform the Secretary of the measures proposed to be adopted.

8061

Art. 12.

The Russian Eastasiatic S.S. Co. have not the right to alter their steerage, and second cabin rates without having previously informed the Secretary, and they must not make special rates, either in Europe or in America, without previous assent of the Atlantic Conference.

Art. 13.

Unless otherwise agreed upon the lowest second cabin rate of the Russian Eastasiatic S.S. Co. west-

8062 bound must be at least £2.—and eastbound at least $10.—higher than the highest third class rate of the respective steamer. In case third class and steerage passengers are carried the basis for fixing the second class rate shall be the third class rate.

Art. 14.

a) The commission to agents in Europe for steerage business to be not more than 15 sh. or 7 Roubles per adult, and for second cabin business a maximum of 6% with liberty however, to grant a minimum of 15 sh. or 7 Roubles. The commission to agents in Amer-
8063 ica to be as fixed by the Newyork Continental Conference.

b) The agents of the Russian Eastasiatic S.S. Co. shall not book or interest themselves in the booking of passengers for Lines not parties to this contract or not connected by Agreements with the Atlantic Conference or the N. D. L. V. Lines.

Art. 15.

The cash steerage rates and the American Prepaid rates of the Russian Eastasiatic S.S. Co. shall be established on the following equivalents:

8064

50	Roubles	$ 25
55	"	" 27½
60	"	" 30
65	"	" 32½
70	"	" 35
75	"	" 37½
80	"	" 40
85	"	" 42½
90	"	" 45
95	"	" 47½
100	"	" 50

The Russian Eastasiatic S.S. Co. has to furnish to the Secretary weekly reports of the number of souls

Petitioner's Exhibit 756 8065

for which prepaid tickets for their line have been sold in the past week.

Art. 16.

a) The Russian Eastasiatic S.S. Co. undertake to comply with Art. 8 of the General Rules third series of the Continental Conference which reads as follows:

> No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line, unfavorable to the latter, and no party hereto shall support any newspaper which may systematically 8066
> attack any Conference Line.

b) The Russian Eastasiatic S.S. Co. shall be responsible for their agents and employees or other representatives in this sense, that they are bound to dismiss an agent etc. who in respect to another Line has disregarded the stipulations of Art. 16 a.—All the other Lines are also bound to break off all and every direct or indirect business connection with such agent.

c) They further undertake to send to the Secretary any printed matter and circulars sent to agents in relation to steerage and Second Cabin business.

d) Article 16 applies in its entirety to circulars or publications issued both in America and Europe. 8067

Art. 17.

For the faithful performance of the conditions of this agreement the Russian Eastasiatic S.S. Co. have to deposit with the Secretary an accepted bill of the same form as those agreed to by the Bitish Atlantic Conference Lines, and to the amount of £5500. This bill is only payable if it is accompanied by an award of the arbitrator provided for in Art. 22 of this Agreement, or by the award of another arbitrator agreed upon. The securities given by the Atlantic Conference

Petitioner's Exhibit 756

8068 Lines under Agreement A.A. shall also apply to this contract.

Art. 18.

The security given shall be considered the amount of liquidated damages and thus entirely forfeited, if the Russian Eastasiatic S.S. Co. unduly withdraw from the present contract before its expiration, or if they resort to actions which render the continuance of this present contract impossible and which are therefore to be considered equivalent to a withdrawal from this present contract as f. i. refusal to pay compensation or
8069 failure to replenish the security mentioned in Art. 17 within 14 days or assisting directly or indirectly a new opposition Line, or starting, or assisting a Line whereby the business as defined in Art. 1 would be interfered with.

Art. 19.

a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such a penalty exceed the amount of the security given by the individual Line at fault.

b) The amount of penalty to be in each case not
8070 less than £250 for each contravention or infraction, except as provided for in Art. 10.

c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £2500.

d) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the award, the security will be realized and the amount of such penalty forfeited.

Petitioner's Exhibit 756

Art. 20.

The execution and control of the fulfilment of the stipulations of this contract is confided to the Secretary of the Atlantic Conference. He must have access to the passenger office of the Russian Eastasiatic S.S. Co. and can there examine all books, correspondence, etc., so far as he may deem it practicable to satisfy him that the terms of this contract have been complied with. He has to act as mediator in general in the transactions between the parties, so far as such transactions appertain to matters relative to this contract, and it is his duty to use every exertion to settle difficulties amicably.

Art. 21.

The Russian Eastasiatic S.S. Co. have to contribute to the office expenses of the Secretary of the Atlantic Conference in the proportion of the mean of their west and eastbound percentages or 2.75%.

The salary of the Secretary shall be paid by the Lines in equal parts.

Art. 22.

All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agreement, shall be settled by Arbitration as follows:

(a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.

(b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office

8074 *Petitioner's Exhibit 756*

in England of such British or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President
8075 of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Germany.

(d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbi-
8076 trator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference.

(f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.

8077

(g) The damages for breach of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 19.

(h) Damages shall be payable within eight days from the date of the notification of the award.

(i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the true and as-
8078
certained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.

(k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award have power to re-open and re-consider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law 8079
court against which all right of appealing is exhausted, and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.

(l) Any disputes arising under this Agreement shall be settled according to the law of the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

8080 *Petitioner's Exhibit 756*

(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable.

(n) In case of Arbitration taking place in Germany, the German law will apply, both the manner in which the arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

8081

Differences which may arise after the expiration of this contract, before the accounts are finally closed, shall still be subject to arbitration, and the securities given will not be released until the final accounts are settled.

Art. 23.

The Russian Eastasiatic S.S. Co. agree that in all cases in which resolutions have to be taken with regard to existing differences of opinion as to the terms and conditions of the present contract, as also in the case of all decisions by the Atlantic Conference Lines or by the arbitrator, not only this contract, but also the tenor and especially the spirit of the Atlantic Conference Contract which is the basis of this agreement and of which they have received a copy is to be taken in consideration.

8082

Art. 24.

All resolutions passed in future by the Atlantic Conference Lines relating to the Atlantic Conference contract and all alterations and additions shall be binding on the Russian Eastasiatic S.S. Co. after they are communicated to them by the Secretary.

Petitioner's Exhibit 756

Resolutions regarding Russian business, to be binding on the Russian Eastasiatic S.S. Co. must be agreed to by them in writing, except as otherwise provided for. 8083

Art. 25.

This Agreement commences to operate 1st September, 1908, and is concluded for the period from 1st September 1908 to February 28th 1911, and shall after this latter date continue from year to year, unless due notice be given to the Secretary of the Atlantic Conference by either party not later than 1st December of the intention of terminating same at the next February namely, in the first instance 1st December 1910. 8084
—Accounts being closed at the end of each calendar year, the period during which this Agreement operates in 1908, being from 1st September to 31st December —thus only for 4 months—the sailings referred to in article 4 shall be 6 minimum and 8 maximum both east- and westbound for this period. The last period, in case of this agreement terminating on a 28th February, will consist of 14 months from 1st January to 28th February of the subsequent year, the number of sailings to be altered proportionally.

Art. 26.

In the event of the Danish Eastasiatic Co. entering 8085
the Scandinavian, Finnish or Continental third class business to or from North America or in the event of any new competition whatever being started, including the Russian Volunteer Fleet, from Russia to or from North America, the Atlantic Conference Lines have the right to terminate this agreement forthwith.

The Russian East-Asiatic Steamship Co. Ltd.
(signed) Count M. Apraxin
(signed) Theodor Hoffding.

8086 *Petitioner's Exhibit 756*

I, Konrad A. Goetz, Notary of the Exchange of St. Petersburg, Marskaja Str. 28, certify, that the above Agreement was signed by the Members of the Board of the Russian Eastasiatic Steamship Company, Count Mr. Apraxin and M. Theodor Hoffding, personally known to me. And I further declare, that on ground of the Statutes of the Russian East-Asiatic Steamship Company, Agreements, performed in this manner and signed by two members of the Board obliges the Company. In witness whereof my hand and seal of my office.

St. Petersburg, this 10/23 day of January, 1909

8087 Quod attesto

(Signed) KONRAD A. GOETZ,
Notary.

(Seal)

Allan Line Steamship Co. Lim.	(signed) *W. Mc. K. Rodan.*
Anchor Line (Henderson Brothers) Lim.	(signed) *A. C. F. Henderson*
Cunard Steamship Co. Lim.	(signed) *William Watson.*
Hamburg Amerikanische Packetfahrt A.-G.	(signed) *Ballin.*
Nederlandsch Amerikaansche Stoomvaart Maatschappij (Holland Amerika Lijn)	(signed) *Reuchlin.*
Norddeutscher Lloyd	(signed) *Heineken.*
Red Star Line	(signed) *Strasser.*
International Mercantile Marine Co.	(signed) *Harold A. Sanderson.*
8088 Canadian Pacific Ry Co. (Atlantic Steamship service)	(signed) *Geo. Mc. L. Brown.*

Petitioner's Exhibit 757.

8089

AGREEMENT

on

BRITISH WESTBOUND THIRD CLASS BUSINESS.

It has this day been agreed by the following British Atlantic Lines, viz.:

Allan Line.
Anchor Line.
Cunard Line.
Donaldson Line.
American Line. 8090
Canadian Pacific Railway Co.
Dominion Line.
White Star Line.

known as the North Atlantic Passenger Conference, of the First part, and the Canadian Northern Steamships Limited, hereinafter referred to as the Royal Line, of the Second part, as under:

(1) The Royal Line become parties to the Agreement for British Third Class Business dated May 23rd, 1908 (as revised) appended hereto, and agree to all the clauses and conditions thereof and amendments thereto made by the Minutes of the North Atlantic Passenger Conference, of which Body, by virtue of this Agreement, the said Royal Line now becomes a member. An extract of the Minutes is annexed. 8091

(2) The privileges accorded to the Canadian Lines under Clauses 4, 6, and 7, of the said revised Agreement for British business to be accorded also to the Royal Line.

(3) The steamers at present running in the service of the Royal Line, viz., S. S. "Royal Edward" and "Royal George" to be rated on the same basis as the

8092 *Petitioner's Exhibit 757*

steamers "Empress of Britain" and "Empress of Ireland," viz:

	Westbound.	Eastbound.
Cash, £6.	Prepaid $30.	$30.

(*NOTE. The above Westbound rates are exclusive of U. S. Head Tax, which must be collected in addition, viz: $4 (or 16/-, per Adult, Child or Infant.

The Eastbound rate is shown herein for the purpose of recording its normal level, and it is subject to alteration for adjustment purposes under the Agreement on Eastbound third class business.)

8093 (4) The ocean rates scheduled as in operation at this date are understood to be the minimum ocean rates that can be accepted. No application for reduced rates that may be made to either party by any Society or Body can at once be acceded to. Any such application must be sent by the party receiving it to the Secretary and placed before all the members of both parties and all members of both parties must be unanimous before any action can be taken in regard thereto.

The Royal Line to table with the Secretary for the information of the other parties particulars of any commitments or concessions of reduced rates granted to any Society, Body or Government, if any, now in
8094 operation. Such commitments or concessions to terminate on the expiry of the period for which they have been made, and not to be renewed.

(5) Railway rates from ports of debarkation to interior points are to be the fares quoted in the published passenger tariffs of the United States or Canadian Railway Companies, and both parties to pay to booking agents the agreed on commissions. On Eastbound Railway rates in the United States and Canada, both parties to be on the same basis as to rates and commissions to agents. All alterations in Railway rates

Petitioner's Exhibit 757 8095

or commissions are to be tabled before being put into operation, the Secretary of the Conference to circulate such alterations amongst the members.

(6) This Agreement is subsidiary to, and forms part of, the revised Agreement on British Third Class Business attached hereto, dated May 23rd, 1908.

Signed by

ALLAN LINE ..... F. S. Thompson
AMERICAN LINE ..... Harold A. Sanderson
ANCHOR LINE ..... John Aitchison
CANADIAN PACIFIC RAILWAY COMPANY 8096
(Atlantic Steamship Lines). H. S. Carmichael
CUNARD LINE ..... S. J. Lister
DOMINION LINE ..... Harold A. Sanderson
DONALDSON LINE ..... Chas. Donaldson
WHITE STAR LINE .....Harold A. Sanderson
ROYAL LINE ..... Scott Griffin

Liverpool, August 15th, 1910.

(As Revised.)

BRITISH BUSINESS.

THIRD-CLASS. 8097

AGREEMENT between the following British Lines:—Allan Line; American Line, Anchor Line; Canadian Pacific Railway Company (Atlantic S. S. Lines); Cunard Line; Dominion Line; Donaldson Line and White Star Line; to enter into an arrangement for the due observance of the rates and conditions relating to Third Class British business as set forth herein, viz:

1. That the rules and regulations agreed upon at Conference meetings, and also those for Agents an-

8098 *Petitioner's Exhibit 757*

nexed, be considered part of this Agreement. All official communications between the Lines to be made through the Secretary of the North Atlantic Passenger Conference.

2. That the commission to any Agent in the United Kingdom for securing Cash or Homeward Passengers shall not exceed six shillings per adult, three shillings per child, one shilling per infant; and to Agents in the United States or Canada for Prepaid Passengers, $2 per adult, $1 per Child, $0.25 per Infant, except commission to General Agents in the United States and Canada, which is to be settled in the New York
8099 Conference.

3. That the Westbound Rates be as follows:

	British Gross Rates.	
	Cash.	Prepaid.
ALLAN LINE, Liverpool—		
S.S. Victorian, Virginian	£6 0 0	$30.00
S.S. Hesperian, Corsician, Tunisian, Ionian, Parisian, Grampian, and other Steamers	5 15 0	28.75
ALLAN LINE, Glasgow—		
Canadian Service	5 15 0	28.75
U. S. Service, S.S. Grampian, Hesperian		
United States other Steamers and London		
8100 Service	5 10 0	27.50
AMERICAN LINE, Southampton—		
S.S. St. Paul, St. Louis, New York, Philadelphia	6 5 0	31.25
AMERICAN LINE, Liverpool—		
S.S. Friesland, Haverford, Merion, Westernland	5 15 0	27.75
ANCHOR LINE—		
S.S. Caledonia, Columbia, California	6 0 0	30.00
S.S. Astoria, Furnessia	5 15 0	28.75
CANADIAN PACIFIC RAILWAY CO.— (ATLANTIC S.S. LINES)		
S.S. Empress of Britain, Empress of Ireland....	6 0 0	30.00

Petitioner's Exhibit 757

8101

S.S. Lake Manitoba, Lake Erie, Lake Champlain	5 15 0	28.75
CUNARD LINE—		
S.S. Lusitania, Mauretania	7 0 0	35.00
S.S. Caronia, Carmania	6 10 0	32.50
S.S. Campania	6 10 0	32.50
S. S. Ivernia, Saxonia	6 5 0	31.25
S.S. Carpathia		
When not carrying Cattle	6 0 0	30.00
When carrying Cattle	5 15 0	28.75
DOMINION LINE		
S.S. Canada, Dominion, Ottawa, Southwark	5 15 0	28.75
S.S. Laurentic, Megantic	6 0 0	30.00
DONALDSON LINE—		
S.S. Cassandra, Athenia, Saturnia	5 15 0	28.75
WHITE STAR LINE—		
S.S. Oceanic, Baltic, Cedric, Celtic, Adriatic	6 10 0	32.50
S.S. Majestic, Teutonic, Arabic, Zeeland	6 5 0	31.25
S.S. Cymric		
When not carrying Cattle	6 0 0	30.00
When carrying Cattle	5 15 0	28.75

8102

Children 1 year and under 12 years half-fare; Infants under 12 months 10/-cash, $2.50 prepaid.

8103

U. S. Head Tax. On all alien passengers to the United States (whether sailing via a U. S. or Candian port), an additional charge of 16/- per soul, and $4 on prepaid passengers, is made to cover the amount of the Head Tax, viz., $4.

(N. B.) The Eastbound Rates are covered by the General Adjustment contract to which all Lines are parties for Eastbound business.

The foregoing rates apply only to steamers at present employed in the services of the Lines. New steam-

8104 *Petitioner's Exhibit 757*

ers to be rated as they come out on a similar basis, such rating to be subject to revision by arbitration in case of difference of opinion arising.

When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named steamer or steamers to which the lower rate applies, and the Companies undertake they will not carry the holders of lower rate tickets by higher rated steamers, unless they have been paid difference in rate.

4. That the Canadian Lines be at liberty to charge a
8105 rate of £4 10/-nett for parties consisting solely of charity children shipped by the Managers or Proprietors of children's homes. This rate to be off London for London charity children, off Glasgow for Scotch charity children, and off Liverpool for others. The Canadian Lines to schedule with the Secretary a complete list giving particulars of the institutions who alone are entitled to this special rate.

No free passes or reductions shall be given to agents, press representatives, shippers or brokers, or to anyone with the object of obtaining other passengers or business of any kind, or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at
8106 liberty to grant free passes or reductions to Government officials, scheduled General Agents, or to other individuals on purely personal grounds, no free passes or reductions whatever shall be given.

An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when accompanying such live stock and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity chil-

dren and on the return journey free of charge. The number of such free passages to be limited to the proportion of one conductor to every 100 boys (or part of 100) and one conductress to every 100 girls, (or part of 100). Canadian Lines to table contracts now existing which provide for free transportation to conductors. An exception is made in the case of the Allan Line, Glasgow, regarding Quarriers' children by Allan Glasgow service, in whose favor it is agreed that conductors may be carried not exceeding three for each party. 8107

5. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, and Philadelphia. 8108

6. That the rate for Homeward orders be the same as the Eastbound cash rate. New York, Boston and Philadelphia, to be common points for the United States Lines to ports of debarkation only, except in the case of the American Line Southampton, and White Star Line Southampton services, who may give free rail tickets to London from Southampton, and the Liverpool Canadian Lines, who may give free rail tickets, Liverpool to London.

7. That passengers Westbound must in all cases pay their own rail fares to port of embarkation save in the case of the American and White Star Line Southampton services, and Liverpool Canadian Lines (except when sailing to United States Ports other than Portland) who are allowed to include the rail ticket from London only. 8109

8. That all arrangements entered into for the payment of extra commission or the granting of passages at reduced rates, are to be tabled forthwith with the Conference Secretary, and must not be renewed.

8110 *Petitioner's Exhibit 757*

9. This agreement commences to operate 1st June 1908, and is concluded for the period from 1st June, 1908, to 28th February, 1911, and shall after this latter date continue from year to year. Any Line, however, has the right to withdraw at any time on giving one months notice. The withdrawal of any Line releases the other parties hereto.

10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by
8111 Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at Liverpool.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also the particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform
8112 the parties.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing

8113

by the disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of the sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

8114

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement and shall impose penalties accordingly.

(*g*) The damages for breach of this Agreement by any party hereto shall not be less than £10, nor more than £100 sterling, or the equivalent for each breach, and for breach by any agent the damages shall be in accordance with the unanimous decision arrived at in each case at a meeting of Conference, the Line in connection with which the complaint is made to have no vote.

8115

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

8116 *Petitioner's Exhibit 757*

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwith-
8117 standing they may have made and published an Award, have power to reopen and reconsider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or
8118 office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any Statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

ALLAN LINE .....
(Liverpool, London, Glasgow).
AMERICAN LINE .....
(Liverpool and Southampton).
ANCHOR LINE .....

Petitioner's Exhibit 757 8119

CANADIAN PACIFIC RAILWAY COMPANY .....
(Atlantic Steamship Lines).
CUNARD LINE .....
DOMINION LINE .....
DONALDSON LINE .....
WHITE STAR LINE .....

Liverpool, 23rd May, 1908.
(Revised up to August 15th, 1910).

British & Irish Agents. 8120

THE NORTH ATLANTIC PASSENGER CONFERENCE.

REVISED REGULATIONS FOR AGENTS.

Conditions of granting and accepting Licenses.

The attention of Agents is specially called to the following revised Conference Regulations, and it must be clearly understood that a license to act as Agent for any Conference Line is granted only on the following conditions, and the acceptance or retention of such license is considered as an agreement on the part of 8121
the Agent that the Regulations herein contained will be strictly adhered to.

Prohibition against booking for any Non-Conference Line.

1. No Agent is to issue Tickets, book passengers, nor cause them to be booked directly or indirectly, nor permit any person in his employ or on his premises to book for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. Any Agent for

8122 *Petitioner's Exhibit 757*

a Conference Line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.

The names of the Conference Lines.

The names of the North Atlantic Passenger Conference Companies are:

ALLAN LINE ..... Allan Bros. & Co., U.K., Ltd.

AMERICAN LINE, SOUTHAMPTON—
NEW YORK
AMERICAN LINE, LIVERPOOL—
PHILADELPHIA } American Line.

8123 ANCHOR LINE . Anchor Line (Henderson Brothers), Limited.

CANADIAN PACIFIC RAILWAY CO.
(Atlantic S. S. Lines) .. Canadian Pacific Railway Company.

CUNARD LINE .....The Cunard Steamship Co., Limited.

DOMINION LINE .....Dominion Line.

DONALDSON LINE ..... Donaldson Brothers, Glasgow.

WHITE STAR LINE, LIVERPOOL—
New York & Boston
WHITE STAR LINE, Southampton—
New York
WHITE STAR—DOMINION—
Canadian Service } Ismay, Imrie & Co.

8124 Agents not to book Passengers or represent themselves as Agents for any Line from whom they do not hold a License, or appoint Sub-Agents.

2. No Agent is permitted to represent himself in or by any printed matter or in any other way as a Passenger Agent, or to book Passengers for any Conference Steamship Company from whom he does not hold a license; or to obtain tickets directly or indirectly through or by any other Agent or person. Agents are also prohibited from appointing Sub-Agents.

Petitioner's Exhibit 757

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Amount actually received to be entered in the Ticket.

3. The amount actually received as deposit for passages, as well as the total passage money, and balance due, is in all cases to be entered on the ocean contract ticket.

Inland bookings of Second Class, Emigrant or Colonist, or Mixed Class, must take place through the Steamship Company only, and only to places mentioned in the Tariff.

4. No Agent is permitted to issue Inland Tickets, nor in any way to book or quote Inland rates to Passengers nor to cause them to be booked Inland, nor to receive Commission for their being so booked, from the Port of Debarkation to their place of destination in America, except through the Steamship Company for which the Ocean Tickets are issued; and no Agent is permitted to issue Tickets to places not mentioned in the current Tariffs supplied by the Conference Company he represents. This rule applies only to Inland Booking at Third Class (Emigrant or Colonist) and Second or Mixed Class Rates. In collecting Inland Fares, Agents must be careful to charge the Inland Tariff Rate from the American or Canadian Port at which Passengers land from the Atlantic Steamer. It is not permissible to use the Inland Tariff Rate from any other Port than the Port of Landing.

8126

8127

No return or allowance to be made to Passengers or other Persons; also particulars of charges to be allowed or otherwise.

5. Agents are strictly prohibited from making any reduction in the Ocean or Railway Fares, or returning any portion of their commission, or granting any allowance in any shape or form, directly or indirectly, either to Passengers, other Agents, or any person

8128 *Petitioner's Exhibit 757*

whatever. The Agent's commission includes all postages, telegraphic expenses of Agents for securing berths, &c., and no refund or allowance can be made for them. The cost of Bankers' Drafts, Postal or Post Office Orders, may be deducted from the remittance, but under no circumstances can any charge be allowed for remittance by private cheque, which latter form of remittance is only permitted if previously arranged with the Company.

Bill-posting and advertising.

8129 6. No charge is allowed to be made by Agents for bill-posting or advertising.

Remittances.

7. Any Agent reported by any Member of the Conference for irregularity in remittances becomes at once disqualified for acting for any Conference Company. Other infractions or irregular conduct may be dealt with by fine or disqualification as decided by Conference.

Injurious Publications or statements concerning any Conference Line or its Agents forbidden, also extravagantly worded advertisements.

8130 8. No Circular or publication of any kind reflecting upon, or instituting any comparison unfavorable to any Conference Line or its Agents, is to be issued or made use of by any Agent, nor shall any Agent or his employes make or utter any statement concerning any Conference Line or its Agents, or commit any Act that can injuriously affect such Line's or its Agent's business. Extravagantly worded advertisements issued by agents are to be deprecated.

 8131

Advertising rates of passage.

9. When an Agent advertises a Rate for Passage to United States or Canada he must distinctly name the Line by which such rate is available, and see that the rate inserted in the advertisement is the correct one charged by the Line.

Connection between Liverpool City Agents and Agents outside Liverpool.

10. In order to regulate the connection between Liverpool City Agents and Agents in the country and other towns, and to prevent the one interfering with 8132
the functions of the other, as is frequently the case to the detriment of all concerned; and further, to prevent indirect breaches of Conference Regulations, it has been agreed between the several Conference Companies, as follows:

Charge for Lodgings in Liverpool.

(A) That the charge per night for lodgings at the house of any Liverpool Agent, not including anything else but attendance, be not less than one shilling per adult or one shilling and sixpence for two persons sleeping in one bed for all British passengers, except those only just arrived from Ireland, for which pas- 8133
sengers the lowest charge for lodgings shall be sixpence per night.

(B) That the lowest charge for a plain meal be sixpence; and for a meal with meat, one shilling.

Commission on Board or Lodging.

(C) That the payment of commission on the board or lodging of passengers be strictly prohibited. Agents found paying or receiving such to be at once disqualified.

8134 *Petitioner's Exhibit 757*

Baggage Labels.

(D) That Agents outside of Liverpool be prohibited from making use of, or supplying passengers with any baggage labels except those issued by the Steamship Companies.

Allowing Commission and Breach of Rules.

11. No agent shall be justified in allowing Commission or committing any breach of the Conference Rules, because some other Agent may be suspected of doing so. It shall be the duty of every Agent to adhere strictly to the Rules and to report any violation thereof that may come to his knowledge, to the Conference Secretary and to the Steamship Company he represents.

8135

ALLAN BROS. & Co., U.K., LTD. Allan Line.

AMERICAN LINE { American Line, Liverpool—Philadelphia. / American Line, Southampton—New York.

ANCHOR LINE (HENDERSON BROTHERS) LIMITED Anchor Line.

CANADIAN PACIFIC RAILWAY COMPANY (ATLANTIC S.S. LINES) Canadian Pacific Railway Company.

THE CUNARD STEAMSHIP CO., LIMITED Cunard Line.

8136 DOMINION LINE .....Dominion Line.

DONALDSON BROTHERS .....Donaldson Line.

ISMAY, IMRIE & Co. { White Star Line, Liverpool —New York & Boston. / White Star Line, Southampton —New York. / White Star—Dominion— Canadian Service.

Liverpool, 23rd May, 1908.
(Revised up to August 15th, 1910.)

Petitioner's Exhibit 758. 8137

SCANDINAVIAN AND FINNISH THIRD-CLASS PASSENGER BUSINESS

(INCLUDING ICELAND).

AGREEMENT between the following Lines, viz: Allan Line; American Line; Anchor Line; Canadian Pacific Railway Company (Atlantic Steamship Lines); Cunard Line; Dominion Line; Donaldson Line; White Star Line, and the Scandinavian American Line to enter into an arrangement for the due observance of the rates and conditions relating to Third Class Scandinavian and Finnish business as set forth in this contract. 8138

1. That Westbound Cash and Prepaid and Eastbound Rates for Scandinavian and Finnish Business, Denmark, Norway, Sweden, Finland—from and to the ports of Gothenburg, Helsingborg, Malmo, Copenhagen, Esbjerg, Fredrikshavn, Christiania, Christiansand, Stavanger, Bergen, Drontheim, Christiansund, Aalesund, Arendal, Laurvik, Aalborg, Helsingfors, Hango, Abo, be— 8139

LINES AND STEAMERS	WESTBOUND				EASTBOUND	
	Scandinavian Gross Rates		Finish Gross Rates			
	Cash	Prepaid	Cash	Prepaid	Scandinavian	Finnish
	Kr	$	FM	$	$	$
ALLAN LINE, Liverpool—						
S. S. Victorian, Virginian	140	37.50	213	40.50	32.50	35.50
S. S. Corsican, Tunisian, Ionian, Parisian, Grampian, Hesperian	135	36.00	206	39.00	31.00	34.00
Other Steamers	135	36.00	206	39.00	30.00	33.00
ALLAN LINE, Glasgow—						
Canadian Service	135	36.00	206	39.00	31.00	34.00
U. S. Service S. S. Grampian & Hesperian						
" " other steamers, & London Service	135	36.00	206	39.00	30.00	33.00

Petitioner's Exhibit 758

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LINES AND STEAMERS	WESTBOUND				EASTBOUND	
	Scandinavian Gross Rates		Finnish Gross Rates			
	Cash	Prepaid	Cash	Prepaid	Scandinavian	Finnish
AMERICAN LINE, Southampton—						
S. S. St. Paul, St. Louis, New York, Philadelphia	145	38.75	220	41.75	33.75	36.75
AMERICAN LINE, Liverpool—						
S. S. Friesland, Haverford, Merion, Noordland, Westernland	135	36.00	206	39.00	31.00	34.00
ANCHOR LINE—						
S. S. Caledonia, Columbia, California	135	36.00	206	39.00	31.00	34.00
8141 S. S. Astoria, Furnessia	135	36.00	206	39.00	31.00	34.00
CANADIAN PACIFIC RAILWAY CO. (Atlantic Steamship Lines)						
S. S. Empress of Britian, Empress of Ireland	140	37.50	213	40.50	32.50	35.50
S. S. Lake Manitoba, Lake Erie, Lake Champlain	135	36.00	206	39.00	31.00	34.00
CUNARD LINE—						
S. S. Lusitania, Mauretania	160	42.50	241	45.50	37.50	40.50
S. S. Campania, Lucania, Caronia, Carmania	152	40.50	230	43.50	35.50	38.50
S. S. Ivernia, Saxonia	145	38.75	220	41.75	33.75	36.75
S. S. Umbria, Etruria	140	37.50	213	40.50	32.50	35.50
S. S. Carpathia						
When not carrying Cattle	140	37.50	213	40.50	32.50	35.50
When carrying Cattle	135	36.00	206	39.00	31.00	34.00
8142 DOMINION LINE—						
S. S. Canada, Dominion, Kensington, Ottawa, Southwark, Vancouver	135	36.00	206	39.00	31.00	34.00
DONALDSON LINE—						
S. S. Cassandra, Athenia	135	36.00	206	39.00	30.00	33.00
WHITE STAR LINE—						
S. S. Oceanic, Baltic, Cedric, Celtic, Adriatic	152	40.50	230	43.50	35.50	38.50
S. S. Majestic, Teutonic, Arabic, Canopic, Republic	145	38.75	220	41.75	33.75	36.75
S. S. Cymric						
When not carrying Cattle	140	37.50	213	40.50	32.50	35.50
When carrying Cattle	135	36.00	206	39.00	31.00	34.00
SCANDINAVIAN-AMERICAN LINE—						
S. S. Oscar II, Hellig Olav, United States	152	40.50	230	43.50	34.00	37.00
S. S. C. F. Tietgen	145	38.70	220	41.75	34.00	37.00

Petitioner's Exhibit 758

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Children of 1 years and under 12 years, half-fare; Infants under 1 year, Cash 20Krs. gross (20/- each nett). Infants Prepaid, $5.00. Eastbound, $3.00.

Prepaid from Stockholm $3.00 higher than above. Cash Rates from Stockholm to be Kr. 10.80 higher than the above rates from the Agreement Ports.

That the cash rate for Icelandic passengers be 140 kroners per adult for all steamers, from Iceland to landing port in America. Children of 1 year and under 12 years, half-fare: Infants 20 kroners gross (20s. nett). Commission to Head Agents 9 kroners per Adult, Kr. 4.50 per child. No prepaids to be issued.

8144

When any service has more than one rate, tickets at a lower rate shall plainly state they are only available for the named Steamer or Steamers to which such lower rate applies, and the Companies undertake they will not carry holders of lower rate tickets by higher rated Steamers, unless they have been paid difference in rate.

All the foregoing rates apply only to steamers at present employed in the services of the Lines. New steamers to be rated as they come out on a similar basis. Such rating to be subject to revision by arbitration in case of difference of opinion arising.

The commission payable to agents in the United States or Canada on Westbound prepaid business shall be $2 per adult, and $1 for children between the age of 1 year and 12 years, and 50 cents for infants under 12 months, except that the commission to General Agents is to be settled by the New York Conference.

8145

That an uniform commission of Kr. 1 per adult be allowed agents for exchanging Third Class Westbound prepaid certificates, this sum to cover all incidental expenses incurred in regard to such passengers.

For Scandinavian Westbound Cash business the commission to Head Agents shall be 12 Krs. per adult, and 6 Krs. per child. 1 Kr. per infant.

8146 *Petitioner's Exhibit 758*

Commission to agents Eastbound to be arranged by New York Conference.

For Finnish Westbound Cash business the commission to Head Agents shall be 17 Finnish Marks per adult, and 8.50 Marks per child. 1½ Finnish Marks per infant.

2. That beyond said commission and the commission for sale of Inland tickets agreed to by the Lines, no allowance of any kind based upon results, present, prospective, or retrospective be made. Each Company shall, however, be at liberty to allow its Head
8147 Agents such sum per annum fixed in advance without any expressed or implied reference to the Agents' bookings, as it may think desirable. The limit of such allowances being fixed by clause 14 hereof.

3. That free railway tickets be granted only from United States ports of debarkation to New York, Boston, or Philadelphia.

4. The British Lines agree to discontinue free forwarding of passengers from Drontheim to any other Scandinavian port for shipment.

5. The Lines agree not to book (nor allow to be booked by their head agents) passengers for other
8148 than their own sailings.

6. That the rules and regulations agreed upon at Conference Meetings, and also those for agents annexed, be considered part of this Agreement, and be adopted and enforced.

7. The Canadian Lines agree, that in the event of the British Pool Lines Westbound Third Class rates for pool purposes being raised, they will follow up to a maximum of 160 Krs. gross off Scandinavian ports, retaining the differentials agreed upon as above, and an equivalent advance for Stockholm and Finnish

8149

Business. This applies equally to the Scandinavian-American Line who agree on their part to make a corresponding advance, provided all the British Lines' are included in such advance and will also make a similar advance in rates Eastbound should all the British Lines Eastbound rates be increased.

8. The Secretary of the Passenger Conference, at 31, James Street, Liverpool, shall act as Secretary in England under this Agreement for all Lines parties hereto, who will furnish him in each week with a full and exact return of all Scandinavian and Finnish and Icelandic passengers carried during the previous week. 8150

9. No free or reduced passages shall be given to Agents, Press representatives, shippers or brokers, or to any one with the object of obtaining other passages or business of any kind; and excepting that the principals of the different firms or Lines are at liberty to grant free passages to Government officials, or to individuals being purely personal friends, no free passages whatever shall be given.

10. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows: 8151

(*a*) Arbitration proceedings in Europe shall, at the option of the complaining party, take place at Copenhagen, Liverpool or Glasgow.

(*b*) Notice in writing of intention to prefer a claim shall be given in reasonable time to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a

8152 *Petitioner's Exhibit 758*

registered letter, duly addressed to the principal office in England of such British Line, and to the principal office of the Scandinavian-American Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary who has to inform all the subscribing parties.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within fourteen days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so
8153 chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him, proceed to act as sole Arbitrator, in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

8154 (*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the cost of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

Petitioner's Exhibit 758

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(*g*) The fine or damage for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall be in accordance with the scale given in clause 7 sub-clause (*b*) of the Rules for Agents.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not 8156
to employ him, and if continued as Agent by any party hereto or reinstated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or reinstating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each 8157
party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall, notwithstanding they may have made and published an Award, have power to reopen and consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published or if the Arbitrator or Arbitrators see cause to extend the time then within three weeks of the issue and publication of the said Award.

Petitioner's Exhibit 758

8158

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

8159 (*l*) *Disposal of Fines.* All fines shall be payable through the Arbitrators, who may in their discretion award a part or the whole thereof to the complaining party; any sum not so disposed of to be apportioned equally between the parties hereto, excepting the parties paying the fine.

(*m*) This Agreement may be made a rule of his Majesty's Court of King's Bench, or his Majesty's Court of Common Pleas at Lancaster, or in the event of any party being concerned as a plaintiff or defendant residing out of the jurisdiction of both of those Courts, may be made a rule of any court in whose jurisdiction such party may reside.

8160 11. That in case of complaint the Line complained against shall give every facility for the examination of passengers, and that the only persons to be present at such examination shall be one representative each of the complaining and defending Lines, with their interpreters, and the Secretary under this agreement or his nominee.

12. This agreement to be subject to right of withdrawal by any Line by giving one month's notice from the first of any month.

Petitioner's Exhibit 758.

8161

The above rates are subject to change at any time by any Line considering such change necessary or desirable on giving a month's notice. Any change so made by any Line may be followed without notice by any other line, but same differentials must be maintained.

13. That the British Lines each be allowed to pay up to a maximum sum of £750 per annum in salaries to Head Agents, throughout Scandinavia, but not more than £200 to be paid at any one port. This sum to cover office rent, advertising, and all incidental expenses for the twelve months. The Allan Line Liverpool, London and Glasgow to be counted as one Line. The American Line, Southampton, and the American Line, Liverpool to be likewise, counted as one Line.

8162

ALLAN LINE
(Liverpool, Glasgow and London) .....
AMERICAN LINE
(Liverpool and Southampton) .....
ANCHOR LINE .....
CANADIAN PACIFIC RAILWAY
(Atlantic Steamship Lines) .....
CUNARD LINE .....
DOMINION LINE .....
DONALDSON LINE .....
WHITE STAR LINE .....
SCANDINAVIAN-AMERICAN LINE .....

8163

Liverpool, 20th February, 1908.

8164 **Petitioner's Exhibit 759.**

NORDATLANTISCHER DAMPFER-LINIEN VERBAND.

397. Der Vertrag vom 19. Januar, 1892 wird vom 1 Januar, 1904, bis zum 31 Dezember, 1904, verlängert, mit Ausnahme der Artikel 3—8 einschliesslich und der auf tonnage bezüglichen Stellen in Artikel 11 und 16, welche aufgehoben werden.

398. Die Beschlüsse 1—396 sind aufgehoben.

399a) Die stellung einer Caution fällt fort. Der an ihrer Stelle von den Parteien beim Secretair hinter- 8165 legte Revers, laut Anhang 1, bleibt in Kraft. Der Revers bildet einen Bestandtheil des Vertrages. Anhang 1.

b) Die Aufhebung der Caution hindert aber nicht die Bestimmung, dass die Parteien nicht über den Cautionsbetrag hinaus der für jede im Vertrag angegeben ist, verantwortlich sind.

c) Jede Partei hat, sobald sie M. 30,000 oder mehr zu zahlen hat nach der Anweisung des Secretärs zu zahlen. Die Zahlungen der Plus-Parteien werden an die Minus-Parteien pro rata ihres Fehlbetrages vertheilt.

400. In Art. 11 treten an Stelle von „articles 3 to 8" 8166 die Worte „Beschluss 401."

401. Die westbound Antheile der Parteien sind folgende:

Hamburg-Amerika Linie	30.71 %
Holland-Amerika Linie	9.78 "
Norddeutscher Lloyd	44.14 "
Red Star Line	15.37 "

402. Der Compensationspreis westbound beträgt für das Jahr 1904 M. 75.

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403. Es ist jeder Partei, die hinter ihrem Antheil zurück ist, gestattet, zum Schutz gegen Concurrenzlinien, welche nicht dem Verband oder dem Continental-Englischen Uebereinkommen vom 7. Juni 1898 angehören, ihre Tarifpreise unter M. 100 zu ermässigen, nachdem sie dem Secretär 3 Tage vorher Anzeige gemacht hat.

404. Keine Partei kann gezwungen werden, ihren Zwischendeckspreis höher als M. 160 für Schnelldampfer und M. 140 für andere Dampfer zu setzen. Thut sie es freiwillig, so kann sie jeder Zeit und unter allen Umständen auf diese Raten zurückgehen.

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405. Keine Partei kann gezwungen werden, zum Zwecke des Ausgleichs die Annahme oder Beförderung von Passagieren auch nur vorübergehend einzustellen.

406. Die Passagepreise verstehen sich Westbound immer von Hafen zu Hafen.

407. Die diesseitigen Passagepreise und die amerikanischen Prepaid-Passagepreise müssen stets in folgendem Verhältniss sein:

M. 100 = $ 24½
„ 110 = „ 27
„ 120 = „ 29½
„ 130 = „ 31½
„ 140 = „ 34
„ 150 = „ 36½
„ 160 = „ 38½
„ 170 = „ 41
„ 180 = „ 43½

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In der Zeit vom 15. November bis 31. Dezember ist es indessen jeder Linie gestattet, ihre Prepaid-Raten unabhängig von den cash Raten, höher oder niedriger, feszusetzen.

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408. Der Passagepreis der Hamburg-Amerika-Linie Canada-Linie ab Antwerpen darf nicht niedriger sein, als der niedrigste Passagepreis der Red Star Line.

409. Eine etwaige Erhöhung oder Erniedrigung der Preise einer Partei zwecks Herstellung des Ausgleichs braucht nicht sämmtliche Linien der Partei zu umfassen, sondern kann sich auf einzelne derselben beschränken. Immer aber muss sie geeignet sein, den in Art. 17 angegebenen Zweck zu erfüllen.

410a) Den im Absatz 7 des Commentar 12 ausgenommenen Ländern wird Spanien, Portugal, Südamerika und Australien beigefügt. (Bosnien, die Herzeogwina und Ostrumelien werden nicht als zur Türkei gehörig angesehen.)

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b) Der Schlussatz in demselben Commentar wird abgeändert, wie folgt: „This applies also the Nordd. Lloyd and Hamburg American Line Mediterranean services."

411. Die Anzahl der „exempted south" Passagiere, welche eine Partei befördern kann ohne dieselben im Pool zu verrechnen, wird von 10 auf 15% der Gesammtbeförderung der Packetfahrt erhört.

412. Personen, welche der Verwaltung, dem Be-
8172 amtenkörper, oder der Schiffsmannschaft irgend einer Partei angehören, sowie deren Frauen und Kinder, werden, wenn sie freie oder ermässigte Fahrt geniessen, im Poole nicht Verrechnet.

413. Die Commission für Zwischendeck soll in den Poolländern M. 15, in den bisherigen exempted Ländern M. 30 nicht übersteigen.

414. Im Commentar zu Art. 23 werden die Worte „agents receiving more then 2 Dollars" in „such head agents" abgeändert, und nach „Continental Confer-

8173

ence in Newyork" wird hinzugefugt, „and with the secretary of the N. D. L. V."

415a) Europäische Inlandbeförderung in Verbindung mit prepaid tickets oder in Verbindung mit eastbound tickets darf von jeder Partei nur auf Grund des von ihr herausgegebenen officiellen Inlandtarifs, der nicht mehr als 300 Stationen für jeden Hafen oder Anlaufhafen, sofern die Häfen in verschiedenen Staaten liegen, enthalten soll, vorgenommen werden. Die Eisenbahnfahrpreise in den von den Gesellschaften veröffentlichten Tarifen sollen bona fide die wirklichen tarifmässigen Eisenbahnfahrpreise sein.

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Die Umrechnung europäischer Eisenbahn-Preise erfolgt zum Course von $1-M. 4.20 fr. 5.25 = 5 Kr. = 2½ Gulden Holl.

b) Auf euopäische Inlandbeförderung wird keine Commission bezahlt.

416. Die europäischen Agenten der Parteien dürfen amerikanische Inlandbeförderung nur durch Vermittlung derjenigen Partei verkaufen mit deren Schiffen die betreffenden Passagiere befördert werden. Auf andere Gesellschaften oder Personen ausgestellte Anweisungen für amerikanische Inlandbeförderung werden von den Parteien eingezogen und durch ihre eigenen essetzt. Für den Betrag bleibt der Agent der Partei haftbar. Ausserdem trifft ihn eine Geldstrafe von mindestens M. 400.

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417. Die an Agenten (Experdienten an den Einschiffungshäfen gelten nicht als Agenten im Sinne dieses Beschlusses) zu vergütende Commission auf den Verkauf amerikanischer Eienbahnbillets für Immigrantenzug darf nicht mehr als 5% des Fahrpreises betragen.

418. Beschluss 417 findet nicht Anwendung auf Griechenland, Italien, Frankreich, Schweiz,, Tirol Görz, Istrien, Dalmatien, Triest, Susak, Fiume, Lux-

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emburg, Elsass-Lothringen. An Agenten in diesen Distrikten darf eine höhere Commission auf amerikanische Emigrantenbillets gezahlt werden, sofern die Auswanderer in den genannten Ländern ansässig sind und zwar im Sinne von Art. 12 des Vertrages. Dieser Beschluss unterliegt 14 tägiger Kündigung.

419. Die Durchbuchung von Kajütenpassagieren nit amerikanischem immigrant train ist untersagt. Diese Bestimmung ist alljährlich den Agenten in Erinnerung zu bringen.

8177 420a) Jede Partei hat das Recht Zuwiderhandlungen ihrer Agenten gegen den Vertrag durch das Präsidium bestrafen zu lassen.

b) Das Präsidium ist an keinen bestimmten Betrag gebunden, jedoch darf die Stafsumme niche höher sein als gegen die Parteien selbst. Beschluss 416 wird hierdurch nicht geändert.

c) Eine Absetzung kann das Präsidium nicht verhängen, es sei denn, die Partei beantrage eine solche.

d) Die Zahlungsweigerung der Stafe hat aber die Absetzung des Agenten von selbst zur Folge und zwar für alle Parteien im Sinne des Commentars zu Art 24.

8178 e) Die Wiedereinsetzung eines abgesetzten Agenten erfordert einen Beschluss des Präsidiums. (Art. 35, Absatz 4.)

421. Die Parteien verpflichten sich, Gesellschaften oder Privatpersonen in der cisleithanischen Monarchie, welche die Tendenz verfolgen, das Auswanderungs-Geschäft zu monopolisiren, oder einen massgebenden Einfluss auf dasselbe zu gewinnen, keinerlei finanzielle Unterstützung durch Provision, Beiträge, oder in irgend einer anderen Form zukommen zu lassen und sich jedes Verkehrs mit denselben zu enthalten. Der Norddeutsche Lloyd und die Hamburg-Amerika-Linie

übernehmen diese Verpflichtung auch für ihre Expedienten in Hamburg und Bremen.

422. Die Parteien sind für ihre Agenten und Organe verantwortlich, jedoch nicht für Strafen, welche denselben auferleft werden.

423. In Abänderung des Absatzes 1 des Art. 21: Der niedrigste Kajütenpreis einer Partei muss westbound mindestens M. 50, und eastbound mindestens $10 höhersein, als der höchste normale Pool-Zwischendeckspreis des betreffenden Dampfers. Ist letzterer höher als die in Beschluss 404 angegebenen Maximalraten, so braucht zur Feststellung des Preises der 8180
II Kajüte vorstehender Unterschied von M. 50 nur den Maximalraten von M. 140 bezw. M. 160 hinzugerechnet zu werden. Bei east- wie westbound roundtrip tickets kann dieser Unterschied von M. 50 und $10 gegen den Zwischendeckspreis um 10% des Cajütenpreisses geringer sein.

424. Die Bestimmungen des Beschlusses 423 finden keine Anwendung, falls die Parteien unter sich, oder gemeinsam mit anderen Parteien etwas Anderes vereinbart haben.

425. Beschluss 424 ist so zu verstehen, dass wenn die Parteien in einem Cajütenpreis-Agreement einen 8181
so billigen Preis feststellen, dass die Differenz zwischen diesem und dem Zwischdeckspreis nicht den in 423 festgesetzten Betrag erreicht, die zu solchem Preise gebuchten Passagiere doch nicht verrechnet werden.

426. Im Commentar zu Art. 21, Abs. 3 wird der Umrechnungskurs für Mark in Dollars von 4.20 auf 4.00 geändert.

427. Passagiere, welche vom Zwischendeck durch Nachzahlung in die Cajüte übertreten, gleichviel ob

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vor, oder nach dem Antritt der Reise, gelten als Cajüten-Passagiere sofern die Bestimmungen der Artikel 423 bezw 424 eingehalten sind.

428. Der Absatz 2 des Commentars zu Art. 21 findet keine Anwendung auf Passagiere, die in Intermediate oder irgend einer anders als Zwischendeck, resp. III Klasse oder Cajüte bezeichneten Klasse reisen. Auf solche Passagiere findet also unter allen Umständen Beschluss 423 und Absatz 2 des Comm. zu Art. 2 Anwendung.

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429a) Von der gesammten westbound Beförderung der Continentalen Linien und der Britischen Linien, soweit dieselbe unter das Agreement vom 7. Juni 1898 fällt, erhalten die Britischen Linien 6% und die Red Star Line C 0.94%, so lange jenes Agreement besteht.

Anhang 2.

b) Als von der Red Star Line C befördert werden nur so viel Passagiere angenommen, als die Red Star Line über ihren Antheil befördert hat, mit der Beschränkung, dass für die Red Star Line C nie mehr Passagiere als befördert gelten, als ihr Antheil ist.

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c) Der Antheil der einzelnen Parteien an der aus der Abrechnung mit den Britischen Linien und der Red Star Line C sich ergebenden Compensation wird bestimmt durch den procentualen Antheil an der Gesammtbeförderung der vier Parteien, der sich für jede einzelne Partei ergiebt, wenn dem Antheil der betreffenden Partei an westbound Passagieren ihre Beförderung von exempted Passagieren hinzugefügt wird. Die Compensation für Red Star Line C ist M. 60. Bei der Preisfestsetzung der Red Star Line darf auf Red Star Line C keine Rücksicht genommen werden.

d) Sollte der N. D. L. V. aufhören, bevor das Agreement mit den Britischen Linien vom 7. Juni

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1898 abgelaufen ist, so gehen die in diesem Beschlusse unter c enthaltenen Rechte und Verpflichtungen gegenüber den Britischen Linien und der Red Star Line C auf die am N. D. L. V. betheiligten Linien im Verhältnisse ihrer Antheile laut Beschluss 401 über.

e) Für das Verhältniss zwischen den Parteien und der Red Star Line C sind im Zweifelsfall die schiedsrichterlichen Entscheidungen vom 30. Juli 1896 und 30. Septbr. 1903 massgebend.

430. Die Parteien übermitteln dem Secretär wöchentlich (vide Art. 42) ihre Aufgaben über ihr west- 8186
bound Prepaid-Geschäft und zwar für ihre verschiedenen Linien getrennt.

431. Der Art. 24 des Vertrages findet seinem ganzen Inhalt nach auch Anwendung auf die in Amerika erlassenen Circulare und Veröffentlichungen.

432a) Im Commentar zu Art. 31 werden die Worte „Havre und Boulogne" gestrichen.

b) Die Dampfer der Hamburg-Amerika Linie, welche im Sommer nach Montreal und Quebec und im Winter nach Halifax und Boston fahren, dürfen Antwerpen anlaufen.

c) Zwischen dem Norddeutschen Lloyd und der 8187
Hamburg-Amerikanischen Packetfahrt-Actiengesellschaft ist vereinbart worden, dass, wenn den Gesellschaften, im Falle von Epidemien, oder in Folge von Massnahmen ihrer eigenen, oder der amerikanischen Staatsbehörden, die Expedition ihrer Schnelldampfer aus ihren resp. Ausgangshäfen erschwert, oder unmöglich gemacht worden ist, die Gesellschaften sich gegenseitig das Recht der Expedition oder des Anlaufens der ihnen im Commentar zum Art. 31 zugesprochenen Häfen einräumen.

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d) Art. 31 des Vertrages wird dahin geändert, dass, falls ein Ausgangshafen, in Folge Ausbruchs von Cholera oder anderen Epidemien nicht mehr als Ausgangshafen benutzt werden kann oder wenn durch Verfügung der betreffenden Regierung die Einschiffung von Zwischendeckern aus Deutschland oder Russland oder den Ländern der österreichisch-ungarischen Monarchie nicht gestattet wird die betreffende Partei berechtigt ist, in solchem Falle einen anderen Vertragshafen anzulaufen. Die Partei dieses letzteren Hafens ist in dem Falle berechtigt, unter Einhaltung einer 14-tägigen Kündigungsfrist aus dem Vertrage aus-
8189 zuscheiden.

433. Wenn von einem der Häfen, Hamburg, Bremen, Antwerpen, Rotterdam oder Amsterdam eine direkte Concurrenz entstehen sollte, so hat die Partei, von deren Hafen sie ausgeht, das Recht, sich nach mindestens 3 Monate vorausgegangener Anzeige von dem Vertrage zurückzuziehen, wenn die Parteien sich nicht über eine Bekämpfung solcher Concurrenz für gemeinschaftliche Rechnung einigen.

434. Die Parteien erneuern ihr Abhommen betreffend das eastbound Zwischendeck-Geschäft bis zum 31 December 1904 auf folgender Grundlage:

8190 435a) Die eastbound Antheile sind folgende:

Hamburg-Amerika Linie	26,47%
Holland-Amerika-Linie	13,32 "
Norddeutscher Lloyd	41,53 "
Red Star Line	18,68 "

b) Der Compensationspreis eastbound ist M. 100.

436. Die mit directen Dampfern der Parteien nach Mittelmeerhäfen beförderten Passagiere sind von dem Uebereinkommen ausgeschlossen.

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437. Im Uebrigen finden die Bestimmungen der westbound Uebereinkunft vom 19. Januar 1892 und aller in Kraft befindlichen Beschlüsse sinngemässe Anwendung für die Eastbound Uebereinkunft.

438a) Bondable Passagiere, d. h. Passagiere, die von der Vereinigten Staaten Regierung zurückgeschickt werden, sollen nur eastbound abgesetzt werden. Eastbound passagiere, die in Europa von Behörden zurückgewiesen werden, können beim Rücktransport westbound abgesetzt werden.

b) In gleicher Weise werden Passagiere behandelt, welche eastbound auf Verlangen einer Regierung frei oder gegen Ersatz der Verpflegungskosten befördert werden.

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439. Solange die British Lines ihre eastbound Passage-Preise von den common points, New York, Boston, Baltimore, Philadelphia, festsetzen ist es den Parteien gestattet die gleichen Begünstigungen eastbound zu gewähren.

440. Das Verhältnisszwischen eastbound cash rates und diesseitigen prepaid rates wird nach Art. 23 festgestellt.

441a) Auf steerage roundtrip tickets east- und westbound wird keine Ermässigung gewährt. Der Preis eines roundtrip ticket ergiebt sich aus der Addition des east- und westbound Preises.

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b) Auf Fahrkarten, welche eastbound für die Cajüte und westbound für Zwischendeck oder umgekehrt lauten, darf keinerlei Ermässigung gewährt werden; auch sollen derartige Roundtrip Combinationen nicht veröffentlicht werden.

442. Die Unkosten des Secretariats werden nach dem aus der procentualen Betheiligung der verschie-

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denen Parteien am westbound steerage- und eastbound steerage pool sich ergebenden Mittel vertheilt.

443. Die Parteien verpflichten sich, ohne allseitiges Einverständniss keinerlei Mittheilungen über Verhandlungen oder Beschlüsse der Parteien an die Presse oder unbetheiligte dritte Personen gelangen zu lassen.

444. Die Beschlüsse der Continental Conference in New york sind für die Parteien nicht bindend, falls sie im Widerspruch mit dem Vertrage stehen.

445. Alle gefassten und noch zu fassenden Beschl-
8195 lüsse gelten als ein Bestandtheil des Vertrages, auch wenn sie nicht von Mitgliedern des Präsidiums, sondern von andern Unterschriftberechtigten der Parteien gezeichnet sind.

446. Alle Beschlüsse, welche in Meetings gemäss, Art. 39 und Beschluss 448 durch Unterschriftsberechtigte der Parteien, oder durch Personen, welche dem Secretär telegraphisch oder schriftlich als bevollmächtigt angesagt wurden, unterschrieben sind, erhalten durch diese Unterschrift Rechtskraft und gelten als Bechlüsse im Sinne des Beschlusses 445. Beschlüsse über Gegenstände, welche nicht, oder nicht gemäss Art. 39 auf der Tagesordnung stehen, müssen mit
8196 Stimmeneinheit angenommen werden und erhalten erst Gültigkeit, wenn bis zum dritten Tag (einschliesslich) nach Mitteilung des Protokolles beim Secretär in Jena kein Einspruch eingelaufen ist. Derart zur Rechtskraft gelangte Beschlüsse gelten ebenfalls als im Sinne Beschlusses 445. Beschlüsse über Preise sind unter allen Umständen gültig. Beschlüsse über Cajütengeschäft gelten als unter dem Vertrag stehend nur dann, wenn dies ausdrücklich gesagt ist.

447. Die Reihenfolge für das Secretariat beginnt am 1 Januar mit der Packetfahrt und für das Präsidium mit der Red Star Line.

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448. Am ersten Mittwoch im April, am letzten Mittwoch im September und am zweiten Mittwoch im December findet regelmässig eine Conferenz in Cöln statt.

449. Für skandinavische oder finnische Zwischendecker, welche der Norddeutsche Lloyd oder die Hamburg-Amerika Linie unter Berücksichtigung von Artiken 2 des Agreements mit den Britischen Linien vom 7. Juni 1898 eastbound befördern, wird der Unterschied zwischen dem conintentalen und dem skandinavischen eastbound Fahrpreise des betreffenden Dampfers, sowie der Betrag der Transportkosten von Bremen/Hamburg nach Skandinavien oder Finland, incl. der etwaigen Aufenthaltskosten, von den Parteien gemeinsam d. h. im Verhältniss ihrer Eastbound Antheile getragen. Jeder Partei steht das Recht zu, nach vorausgagangener vierzehntägiger Kündigung von diesem Abkommen zurückzutreten.

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450. Cajüten Agreements unterliegen der Controlle des Secretärs nicht weiter als durch Beschluss 423 und 424 bedingt ist.

451. Freie Fahrt zwischen New York, Boston und Philadelphia darf an Cajütenpassagiere nicht gegben werden. Transat schliesst sich diesem Beschlusse an.

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452. Als Reisebureaux sind solche Agenten anzusehen, die für mehr eine Nordatlantische Linie thätig sind.

453. Die Durchbuchung von 1 und 2 Classe Passagieren nach europäischen Inlandpunkten, ausser Paris und London, ist untersagt. Dieser Beschluss unterliegt einer dreimonatlichen Kündigung.

454. Die Abfertigungsgebühr an Agentum für Umtausch und Behandlung von amerikanischen Prepaids und return tickets wird auf M. 3 für 1 Cl. und M. 2

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für 2, Cl. festgesetzt. Dieselbe versteht sich pro Billet, ohne Rücksicht auf die Personenzahl auf demselben. Eine weitere Verg tung für Porto und Telegramme findet seitens der Gesellschaften nicht statt.

455. Während der Dauer eines Cajüten-Agreements sind die auf das Cajütengeschäft bezüglichen Drucksachen dem Secretär in gleicher Weise, wie in Art. 24 für Zwischendeck vorgesehen, einzusenden.

456. Wird wegen Abweichung von vereinbarten Cajütsraten der Schiedrichter in Anspruch genommen, so soll für denselben als Richtschnur gelten, dass bei
8201 unbeabsichtigten Versehen die Auszahlung der vollen nach der Vereinbarung zu berechnenden Passage an die anderen Pareien zu gleichen Theilen als genügende Gutmachung angesehen wird. Zutreffendenfalls sind ausserdem Cajütenpassagiere, die unter den vereinbarten Raten angenommen sind, auch im Pool zu verrechnen. Im Uebrigen werden Verletzungen der festgesetzten Preise nicht dadurch gut gemacht, dass die betreffenden Passagiere im Zwischendeckspool verrechnet werden, sei es durch das Functionieren von Beschl. 423 oder durch freiwilliges Anerbieten der betreffenden Partei.

8202 457. In Abänderung des Art. 36 wird zum Schiedsrichter, corläufig bis zum 31. December 1904, der Oberlangesgerichts-Präsident Hansen in Hamburg ernannt.

458. Die Hamburg-Amerika Linie kann in den Monaten März bis August (beide Monate eingeschlossen) monatlich 2 Expeditionen, während der übrigen Zeit des Jahres 1 Expedition nach canadischen Häfen ausführen und braucht die damit beförderten Passagiere nur zu M. 70 zu compensiren, soweit der von diesen Passagieren bezahlte Fahrpreis nicht höher als M. 120 ist.

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Dieser Beschluss unterliegt einer vierwöchentlichen Kündigung und erlischt ohne Weiteres so bald ein Abkommen mit der Canadian Pacific Railway in Kraft tritt.

459. Das mit der Cie. Gên. Transatlantique abgeschlossene Agreement G, bleibt bis auf Weiteres in Kraft. Agr. G.

460. Für Pooldistricte dürfen weder in Europa noch in Amerika Ausnahmeraten gemacht werden ohne vorherige Zustimmung aller Parteien. Ausgenommen Ist Rumänien, woher bis auf Weiteres jede Partei berechtigt ist, Passagiere bis zu M. 20 unter ihrem regulären Passagepreis zu befördern.

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461. Die Bestimmungen des Art. 12 des Vertrages und des Commentars zu Art. 12, durch welche Passagiere aus gewissen Ländern als nicht unter den Vertrag fallend (exempted) gelten, werden für die Zeit, dass die Cie. Gên. Transatlantique dem Pool angehört, aufgehoben und zwar rückwirkend vom 1. Januar 1904 an. Die bisherigen procentualen Antheile der Parteien im westbound Pool werden in der Weise abgeändert, dass die in den 3 Jahren 1900/2 von der Hamburg-Amerika Linie, dem Norddeutschen Lloyd und der Red Star Line beförderten exempted Passagiere im Verhältniss von 2: 1, die vonder Holland-Amerika Linie beförderten im Verhältniss von 1,5: 1 in Contract-Passagiere umgerechnet werden. Die aus der ungleichen Umrechnung sich ergebende Differenz zu Gunsten der Holland-Amerika Linie trägt der Norddeutsche Lloyd. Die danach für jede Partei sich ergebende Anzahl von Contract-Passagieren wird mit ihrer Zahl von Contract-Passagieren, die sich aus ihrem Vertragsantheil für die Jahre 1900/2 ergiebt verbunden, und das Verhältniss, in welchem die derart für jede einzelne Partei ermittelten Ziffern zu deren Gesammtheit stehen, bildet die neuen Antheile jeder Partei. Dieselben sind folgende: (R. 1769.)

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Hamburg-Amerika Linie	30,88%
Holland-Amerika Linie	10,61 „
Norddeutscher Lloyd	42,96 „
Red Star Line	15,55 „

Die mit direkten Dampfern der Vertragslinien ab Mittelmeer-Häfen beförderten Itäliener und Orientalen (Griechen, Türken, Asiaten und Afrikaner) gelten nach wie vor als nicht unter den Vertrag fallend und blieben von der Verrechnung im Pool ausgeschlossen.

8207 462. Mit dem Tage, da das gegenwärtige Abkommen mit der Cie. Gén. Transatlantique erlischt, treten alle in dem ursprünglichen Vertrage, sowie in den aufgehobenen Beschlüssen 258—396 enthaltenen Bestimmungen über exempted Passagiere, sowie die in Beschluss 401 bestimmten Antheile an Contract-Passagrieren ohne weiteres wieder in Kraft.

463. Die Verrechnung der aus dem Vertrage mit der Cie. Gén. Transatlantique sich ergebenden Compensationen findet auf Grund der in Beschluss 461 angegebenen Antheile statt, mit Rückwirkung auf 1903.

Agr. J. 464. Mit der Canadian Pacific Railway ist ein Vertrag laut Agreement J geschlossen, laut welchem derselben 5,429% von der westbound Zwischendecks-Beförderung der 4 Poolparteien von nördlichen Häfen zustehen. Von den aus dem Agreement sich ergebenden Compensationszahlungen entfallen auf

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Hamburg-Amerika Linie	27,27%
Holland-Amerika Linie	9,37 "
Norddeutscher Lloyd	37,93 "
Red Star Line	13,73 "
Cie. Gén. Transatlantique	11,70 "

465. Beschluss 458 ist durch das Abkommen mit der Canadian Pacific Railway erloschen. Auf die von der

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Hamburg-Amerika Linie für canadische Häfen vorgebuchten Passagiere, deren Anzahl sie mit ca. 3000 angiebt, findet indessen die Compensation von M. 70 noch Anwendung, soweit der von diesen Passagieren bezahlte Fahrpreis nicht höher, als M. 120 ist.

466. Die in Art. 5 des Vertrages mit Transat auf M. 90 festgesetzte Compensation für Passagiere der 2ten Gruppe wird für die Zeit, dass die N.D.L.V. Linien unter sich die Compensation von M. 75 haben, ebenfalls auf M. 75 ermässigt.

467. Die Zahl der in den Jahren 1900, 1901 und 1902 von den N.D.L.V. Linien beförderten Italiener und Orientalen wird auf Transat übertragen, und diese giebt dafür von ihren in den genannten Jahren beforderten Passagieren der 2ten Gruppe die entsprechende Anzahl auf, indem 4 Passagere der 1ten Gruppe für 3 Passagiere der 2ten Gruppe gerechnet werden. Der Secretair wird die betreffenden Zahlen revidiren und danach die neuen Antheile für Transat in jeder der beiden Gruppen feststellen, die dann vom 1. Januar 1904 an an Stelle der früheren Antheile Transat's treten. (Die dementsprechend abgeänderten Antheile der Cie. Gén. Transatlantique betragen lt. R. 1793.
10,289% für die 1. Gruppe (Italiener und Orientalen)
3,842% " " 2. " (Andere Passagiere).
Ihr Gesammtantheil ist also 14,131%.) 8210 8211

468. Die Continentalen Linien nehmen zum Zweck der Concurrenz gegen die Cunard Linie das Scandinavische westbound Geschäft wieder auf nach den Bestimmungen des Agreement K. Die unter dieser Vereinbarung beförderten skandinavischen Passagiers gelten sowohl für die Poolparteien, wie auch der Cie. Gén. Transatlantique und den British Lines gegenüber als nicht unter den Vertrag fallend (exempted).—Die Bestimmung des Beschlusses 399b findet für das Agreement K keine Anwendung.

Agr. K.

8212 *Petitioner's Exhibit 759*

469. Zwischen den N.D.L.V. Linien und Transat und der American Line, ist für eastbound steerage
Agr. L. Geschäft ein Vertrag lt. Agreement L. geschlossen.

470. Die Beschlüsse 416 und 419 werden für Schweizer Passagiere und Schweizer Agenten aufgehoben (Schweizer in beiden Fällen im Sinne des Commentars zu Art. 12 verstanden).

471. Der Cie. Gén. Transatlantique wird für das laufende Jahr für Passagiere, die sie von der Alliance Israelite zu frcs. 115 net per adult übernimmt, ein Zuschuss von M. 10 per adult gewährt. Dieser Zuschuss
8213 vermindert sich um den Betrag, den die Cie. Gén. Transatlantique etwa mehr als frcs. 115 net erhält, so dass er also bei einem Preise von frcs. 127.50 ganz fortfällt.

472. Die Raten für ungarische und kroatische Passagiere, sowie für Dalmatiner, Istrianer und Krainer werden auf M. 120 für Schnelldampfer und M. 100 für andere Dampfer ermässigt; Prepaids entsprechend. An Commission für solche Passagiere kann bis M. 25 gezahlt werden.

473. In Leipzig soll für die Behandlung der Auswanderer ein unter allseitiger Zustimmung der Par-
8214 teien zu ernennender, gemeinschaftlicher, concessionirter Beamter als Stationsverwalter der Gesellschaften angestellt werden. Die bezüglichen Verhandlungen mit den sächsischen Behörden werden dem Lloyd überlassen.

474. Die von dem Anglo-Continentalen Reisebureau für Britische Linien engagierten, Leipzig passierenden Passagiere sollen von dem dortigen Stationsverwalter an die Holland-Amerika Linie avisirt werden, die ihrerseits wieder den Britischen Linien und dem Secretair eine Aufgabe solcher Passagiere senden wird.

Petitioner's Exhibit 759

8215

475. Für den Zuschuss der Holland-Amerika Linie und der Red Star Line zu den Kosten der Controlstationen sollen Zinsen auf das Anlage-Capital, Abschreibungen, Reparaturen und sonstige Unkosten einerseits, die Einnahme andererseits in Betracht gezogen werden. Die Höhe der Zinsen und Abschreibungen wird weiterer Vereinbarung vorbehalten.

476. Die Parteien werden, jede für sich, ihren Agenten schreiben, dass sie sich aller Handlungen, die der Beförderung von Passagieren für die Cunard Line Vorschub leisten können, zu enthalten haben.

477. Die Hamburg-Amerika Linie und der Nordd. 8216
Lloyd werden sich dahin bemühen, dass die Passagiere für die Holland-Amerika Linie und die Red Star Line unbehindert die schlesische und sächsische Grenze passieren können.

Cöln, 31. März 1904.

Hamburg-Amerika Linie
gez. Ad Storm.
Holland-Amerika Linie
gez. Vanden Toorn.
Norddeutscher Lloyd
gez. Wiegand.
Red Star Line
gez. Ed. Strasser.

8217

Anhang. 1.

REVERS.

Die unterzeichnete Gesellschaft:

verpflichtet sich hierdurch gegenüber den Gesellschaften:

die Bestimmungen des in Hamburg am 19. Januar Dampfer-Linien Verbandes, in all und jeder Beziehung sowie gegenüber dem Secretär des Nordatlandischen

8218 *Petitioner's Exhibit 759*

1892 vereinbarten Vertrages sowie des Protocolls 1 vom 19. Februar 1892 und der vereinbarten Abänderungen als für sich massgebend, anzuerkennen und denselben in all und jeder Richtung nachzukommen, obwohl zwischen den Parteien dieses Vertrages nachträglich vereinbart ist, dass die im Artikel 25 des Vertrages vorgesehene Kaution nicht hinterlegt werden soll, vielmehr dieser Verpflichtungs-Schein an Stelle der Kaution treten soll. Die unterzeichnete Gesellschaft unterwirft sich in all und jeder Beziehung, soweit der am 19. Januar 1892 in Hamburg geschlossene Vertrag
8219 nebst den vereinbarten Abänderungen in Frage kommt, den deutschen Gesetzen und unterwirft sich, falls wider Erwarten aus irgend einem Grunde gerichtliche Schritte gegen die unterzeichnete Gesellschaft abseiten der sämmtlichen übrigen Gesellschaften oder einer der übrigen Gesellschaften oder abseiten des Secretärs nothwendig sein sollten, der Gerichtsbarkeit der Kölnischen Gerichte, dergestalt, dass jede auf Grund dieses Vertrages oder auf Grund einer Entscheidung des Secretariats oder des Präsidiums oder des Schiedsrichters etwa gegen die Gesellschaft nothwendig werdende gerichtliche Klage in erster Instanz bei dem Landgericht zu Köln anzubringen ist.

Die Gesellschaft erklärt, eine von dem Landgericht
8220 zu Köln oder dem diesem Gerichte vorgesetzten Oberlandesgericht resp. Reichsgericht abgegebene Entscheidung in jeder Zeit als eine von einem zuständigen Gerichte gegen sie abgegebene Entscheidung anzuerkennen und die direkte Zwangsvollstreckung aus einem derartigen Urtheilsspruche gegen sich als gültig anzuerkennen. Die Gesellschaft verpflichtet sich aber vor allem, es niemals zu einem gerichtlichen Verfahren kommen zu lassen, sondern verpflichtet sich ausdrücklich, alle ihr auferlegten Zahlungen von Ausgleichgeldern oder von Strafen unweigerlich sofort zu leisten.

..... den..... 1892

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 15, 1915.

File No. 24446.

TERM No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 26, 1916.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 4.

TESTIMONY'S EXHIBITS.

Pages 3761-4251.

(24446 and 24528)

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME VI.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office: 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Petitioner's Exhibit 759.

8221

Translation.

NORTH ATLANTIC STEAMSHIP LINES.
COMBINE.

397. The agreement of January 19, 1892, is extended from January 1, 1904 to December 31, 1904, with the exception of articles 3-8 inclusive and those passages in articles 11 and 16 which refer to tonnage, which are cancelled.

398. Resolutions 1-396 are cancelled.

8222

399, a. The furnishing of a guarantee is omitted. The bond furnished in its place by the parties to the secretary, see Appendix 1, remains in force. The bond forms a part of the agreement.

APPENDIX I.

b. Cancellation of the guarantee does not however, interfere with the agreement, that the parties are not liable over and above the amount of the guarantee which is specified for each in the agreement.

c. Each party as soon as it has to pay 30,000 marks or more, must pay according to the direction of the Secretary. The payments of the plus parties are assigned to the minus parties *pro rata* of their deficit.

8223

400. In Article 11 the words "resolution 401" take the place of "Article 3 to 8."

401. The westbound proportions of the parties are the following:

Hamburg-America Line	30.71%
Holland-America Line	9.78%
North German Lloyd	44.14%
Red Star Line	15.37%

402. The westbound compensation price for the year 1904 amounts to 75 marks.

8224 *Petitioner's Exhibit 759*

403. Each party which has not attained to its share, is permitted, as a protection against competing lines which do not belong to the pool or to the Continental-English agreement of June 7, 1898, to lower its tariff prices below 100 marks, after having given the Secretary three days' prior notice.

404. No party can be forced to place their steerage price higher than 160 marks for express steamers and 140 marks for other steamers. If it does so voluntarily, it can at any time and under all conditions go back to these rates.

8225 405. No party can be forced to suspend even temporarily for the purpose of equalization, the acceptance or transportation of passengers.

406. Passage prices westbound are always understood from port to port.

407. The this-side passage prices and the American prepaid passage prices must always be in the following ratio:

M.	100—	$ 24½
"	110—	" 27
"	120—	" 29½
"	130—	" 31½
8226 "	140—	" 34
"	150—	" 36½
"	160—	" 38½
"	170—	" 41
"	180—	" 43½

During the time from November 15 to December 31, however, each line is permitted to fix its prepaid rates independently of the cash rates, higher or lower.

408. The passage price of the Hamburg-America-line Canada-line from Antwerp may not be lower than the lowest passage price of the Red-Star line.

8227

409. A possible elevation or lowering of the prices of a party in order to bring about equalization need not comprise all lines of the party, but may be limited to some of these. However, it must always be adapted to fulfill the purpose stated in Article 17.

410a. To the countries excepted in Section 7 of Commentary 12 Spain, Portugal, South America and Australia are added (Bosnia, the Herzegovina and East Roumelia are regarded as not belonging to Turkey).

b. The concluding sentence in the same commentary is changed as follows: "This applies also to the North-German-Lloyd and the Hamburg-American-line Mediterranean services." 8228

411. The number of the "exempted south" passengers which a party may transport without accounting for the same in the pool, is raised from 10 to 15% of the total transportations of the packet-transportation.

412. Persons who belong to the administration, the officials or to the crew of any one party, as well as their wives and children, are not to be accounted for in the pool, when they enjoy free passage or passage at reduced rates.

413. The commission for steerage shall not exceed 15 marks in the pool-countries, in the hitherto exempted countries 30 marks. 8229

414. In the commentary to Article 23 the words "agents receiving more than two dollars" is changed to "such head agents," and after "Continental Conference in New York" there is added "and with the Secretary of the N. D. L. V."

415a. European inland transportation in connection with prepaid tickets or in connection with east-bound

8280 *Petitioner's Exhibit 759*

tickets may be transacted by each party only on the basis of its published official inland-tariff, which may not contain more than 300 stations for each port or port-of-passage, inasmuch as the ports lie in different states. The railroad prices in the tariffs published by the companies must be "*bona fide*" the real tariff railroad prices.

The calculation of European railroad prices is effected at the rate of $1-M. 4.20-Fr. 5.25 5-Kr. 2½ Dutch gulden.

b. No commission is paid on European inland trans-
8231 portation.

416. The European agents of the parties are allowed to sell American inland transportation only through the intervention of that party with whose ships the respective passengers are transported. Tickets for American inland transportation made out to other companies or persons are withdrawn by the parties and replaced by their own. The agent remains responsible for the amount to the party. Moreover he is subjected to a fine of at least 400 marks.

417. The commission to be paid to agents (expediting-agents at the shipping-ports are not regarded as agents in the sense of this resolution) for the sale of
8232 American railroad tickets for an immigrant-train may not amount to more than 5% of the fare.

418. Resolution 417 does not apply to Greece, Italy, France, Switzerland, the Tyrol, Gorz, Istria, Dalmatia, Trieste, Susak, Fiume, Luxemburg, Alsace-Lorraine. A higher commission on American immigrant tickets may be paid to the agents in these districts inasmuch as the emigrants are residents of the countries named in the sense of Article 12 of the agreement. This resolution is subject to cancellation at 14 days' notice.

419. The through-booking of cabin passengers with American immigrant train is forbidden. This resolution is to be annually recalled to the agents.

420a. Each party has the right to have actions of their agents which are contrary to the agreement punished by the Praesidium.

b. The Praesidium is not bound to any definite amount, yet the penalty may not be higher than against the parties themselves. Resolution 416 is hereby not changed.

c. The Praesidium cannot order dismissal, unless 8234
the party demands the same.

d. Refusal to pay the penalty however involves of itself dismissal of the agent and this for all parties in the sense of the Commentary to Article 24.

e. Reinstatement of a dismissal agent requires a resolution of the Praesidium. (Article 35, Section 4.)

421. The parties obligate themselves to furnish no financial support through commissions, contributions, or in any other form, to companies or private persons in the Cisleithanian Monarchy, who follow the tendency to monoplize the immigration business or to gain 8235
a controlling influence of the same, and to abstain from all intercourse with such parties. The North-German-Lloyd and the Hamburg-American-line accept this obligation also for their expediting-agents in Hamburg and Bremen.

422. The parties are responsible for their agents and organs, however not for penalties which are inflicted upon them.

423. In change of Section 1 of Article 21, the lowest cabin price of a party must westbound be at least 50 marks and east-bound at least $10 higher than the

8236 *Petitioner's Exhibit 759*

highest normal pool-steerage-price of the steamer concerned. If the latter is higher than the maximum rates stated in resolution 404, then to fix the price of the second cabin the before-mentioned difference of 50 marks need only be added to the maximum rates of 140 marks, respectively 160 marks. In east as well as westbound round-trip tickets this difference of 50 marks and $10 against the steerage price can be 10% less than the cabin price.

424. The directions of resolution 423 do not apply in case the parties among themselves or in common
8237 with other parties have reached some other agreement.

425. Resolution 424 is so to be understood that if the parties in a cabin-price agreement establish a price so low that the difference between this and the steerage-price does not reach the price set in 423 that the passengers booked at such price are not to enter into the accounting.

426. In commentary to Article 21, Section 3, the rate of exchange of marks into dollars is changed from 4.20 to 4.00

427. Passengers who by subsequent payment pass
8238 from the steerage into the cabin, immaterial whether before or after commencement of the voyage, figure as cabin passengers, inasmuch as the directions of Articles 423 and 424 are followed.

428. Section 2 of the Commentary to Article 21 has no application to passengers who travel in intermediate or any other class designated differently than steerage, respectively III-class or cabin. Resolution 423 and Section 2 of the Commentary to Article 2, therefore applies to such passengers under all circumstances.

Petitioner's Exhibit 759

8239

429a. Of the entire westbound transportation of the continental lines and the British lines as far as the same comes under the agreement of June 7, 1898, the British lines receive 6% and the Red Star line C 0.94% as long as that agreement remains in force.

APPENDIX II.

b. Only so many passengers are regarded as having been transported by the Red Star line C, as the Red Star line has transported above its share, with the restriction that no more passengers shall be regarded as having been transported by the Red Star Line C than is its quota.

8240

c. The share of the individual parties to the compensation resulting from the accounting with the British lines and the Red Star line C is determined by the percentage proportion of the total transportation of the four parties, which follows for each individual party when there is added to the share of the respective party in westbound passengers, its transportation of exempted passengers. The compensation for Red Star Line C is 60 Marks. In fixing the price of the Red Star line no attention must be paid to Red Star line C.

d. Should the N. D. L. V. cease before the agreement with the British lines of June 7, 1898 has terminated, then the rights and obligations towards the British lines and the Red Star line C contained in this resolution under "c" pass over to the lines participating in the N. D. L. V. in proportion to their shares, in accordance with resolution 401.

8241

e. In case of doubt as to the relation betwee the parties and the Red Star line C the arbitrator's decisions of July 30, 1896 and September 30, 1903 are effective.

8242 *Petitioner's Exhibit 759*

430. The parties transmit to the Secretary weekly (vide Art. 42) their statements concerning their westbound prepaid business, separately for their different lines.

431. Art. 24 of the agreement has application in its entire content also to the circulars and publications made in America.

432a. In the commentary to Art. 31 the words "Havre and Boulogne" are crossed out.

b. The steamers of the Hamburg-America line
8243 which in summer go to Montreal and Quebec and in winter to Halifax and Boston, may touch Antwerp.

c. It has been agreed between the North German Lloyd and the Hamburg-American-Packet-Stock-Company that if the expedition of their express steamers from their respective ports of departure is made difficult or impossible in the case of epidemics or in case of measures taken by their own or by the American State authorities, that then the companies mutually cede to each other the right of departure or of touching at the ports assigned to them in commentary to Art. 31.

d. Art. 31 of the agreement is changed to the effect
8244 that if a port of departure, in consequence of the outbreak of cholera or of other epidemics can no longer be used as port of departure, or that if through the action of the respective government the shipping of steerage passengers from Germany or Russia or from the countries of the Austrian-Hungarian monarchy is not allowed, that in such a case the respective party is justified in touching at another port of agreement. In this case the party of the latter port is justified to resign from the agreement after having given a fourteen day's notice of cancellation.

Petitioner's Exhibit 759

8245

433. If from one of the ports Hamburg, Bremen, Antwerp, Rotterdam or Amsterdam there should arise a direct competition, then the party from whose port this occurs has the right to withdraw from the agreement, after having given at least three months' preliminary notice, in case the parties do not agree upon a fighting of such competition for mutual account.

434. The parties renew their agreement concerning the eastbound steerage business up to December 31, 1904 on the following basis:

435a. The eastbound allotments are the following: 8246

Hamburg-American Line	26.47%
Holland-American Line	13.32%
North German Lloyd	41.53%
Red Star Line	18.68%

b. The compensation-price eastbound is 100 marks.

436. Passengers transported by direct steamers of the parties to Mediterranean ports are excluded from the agreement.

437. As to the rest the resolutions of the westbound agreement of January 19, 1892 and all resolutions in force, find proper application to the eastbound agreement. 8247

438a. Bondable passengers, that is passengers which are sent back by the U. S. Government shall be landed only eastbound. Eastbound passengers which are refused by authorities in Europe can on the return transportation be landed westbound.

b. In the same manner passengers are treated who are transported eastbound on the demand of a government without charge or on payment of cost of board.

8248 *Petitioner's Exhibit 759*

439. As long as the British lines fix their eastbound passage prices from the common points New York, Boston, Baltimore, Philadelphia, the parties are permitted to grant the same privileges eastbound.

440. The relation between eastbound cash rates and this-side prepaid rates is fixed according to Art. 23.

441a. No reduction is granted on steerage roundtrip tickets east and westbound. The price of a roundtrip ticket is determined by the addition of the east and westbound price.

8249

b. No reduction whatsoever may be allowed on tickets which call for cabin-eastbound and steerage-westbound, or *vice versa;* nor shall such roundtrip combinations be published.

442. The expenses of the Secretariat are divided according to the means resulting from the percentage assignment of the different parties in the westbound steerage and eastbound steerage pool.

443. The parties obligate themselves to allow no communications concerning agreements or resolutions of the parties to get to the Press or to non-concerned third-parties, without general consent.

8250

444. The resolutions of the Continental Conference in New York are not binding on the parties in case they are contrary to the agreement.

445. All resolutions taken and yet to be taken are considered a part of the agreement, even when they are not signed by members of the Praesidium but by other members of the parties who are authorized to sign.

446. All resolutions wihch have been signed in meetings in accordance with Art. 39 and Resolution

Petitioner's Exhibit 759 8251

448 by representatives of the parties authorized to sign, or by persons who have been reported to the Secretary by telegram or in writing as having authority, obtain validity through such signature, and are considered as resolutions in the sense of Resolution 445. Resolutions concerning subjects which are not on the day's program or not according to Art. 39, must be adopted unanimously and only become valid if no remonstrance has been made up to the third day (inclusive) after communication of the Protocol to the Secretary in Jena. Resolutions which have in this manner become valid are also regarded as in the sense of Resolution 445. Resolutions concerning prices are valid under all circumstances. Resolutions concerning cabin business are only regarded as coming under the agreement, when this is specifically expressed. 8252

447. The sequence for the Secretariat begins January 1 with the Packet-line and for the Praesidium for the Red Star line.

448. A conference takes place regularly in Cologne on the first Wednesday in April, on the last Wednesday in September, and on the second Wednesday in December.

8253

449. For Scandinavian or Finnish steerage passengers which the North German Lloyd or the Hamburg-America line transport eastbound under observance of Article 2 of the agreement with the British lines of June 7, 1898, the difference between the continental and the Scandinavian eastbound fare of the respective steamer, as well as the amount of cost of transportation from Bremen-Hamburg to Scandinavia or Finland, inclusive of possible costs of detention, is born in common by the parties, that is to say in proportion to their eastbound-allotments. Each party

8254 *Petitioner's Exhibit 759*

has the right to withdraw from this agreement after a prior fourteen day's notice.

450. Cabin agreements are not subject to the control of the Secretary further than is determined by Resolutions 423 and 424.

451. Free passage between New York, Boston, Philadelphia, may not be given to cabin passengers. Transat joins in this resolution.

452. Agents who are active for more than one North Atlantic line are to be regarded as bureaux-of-
8255 travel.

453. The through-booking of first and second-class passengers to European inland points, excepting Paris and London, is forbidden. This resolution is subject to a three month's notice of cancellation.

454. The compensation to agents for exchange and handling of American prepaids and return tickets is fixed at 3 marks for first class and two marks for second-class. This is understood per ticket, without regard to the number of persons on the same. There shall be no further compensation by the companies for postage and telegrams.

8256 455. During the continuance of a cabin-agreement printed matter referring to the cabin-business is to be sent to the Secretary in the same manner, as provided for the steerage in Art. 24.

456. If the arbitrator is called in on account of variation from agreed-upon cabin-rates, the same shall be governed by the consideration, that in unintentional errors the payment of the full rate for passage calculated according to the agreement to the other parties in equal parts shall be considered as a sufficient making good. The proper instances more-

825

over, cabin-passengers who have been accepted under the rates agreed upon, are also to be accounted for in the pool. Aside from this violations of the fixed prices are not remedied by counting the said passengers in the steerage-pool, be it through functioning of Resolution 423 or through voluntary offer of the party concerned.

457. Changing Art. 36 there is temporarily appointed as arbitrator until December 31, 1904, the Oberland-esgericht, president Hansen in Hamburg.

458. The Hamburg-America line may in the months March to August (both months inclusive) send two expeditions monthly, during the rest of the year one expedition to Canadian ports, and needs to compensate for the passengers thus transported only at 70 marks, provided the price paid by those passengers does not exceed 120 marks. 8258

This resolution is subject to a four weeks notice of cancellation and terminates without further also as soon as an agreement with the Canadian Pacific Railway enters with force.

459. Agreement G made with the Companie Gen. Transatlantique remains in force until further notice. AGR. G.

8259

460. For pool districts exceptional rates may not be made, neither in Europe nor in America, without prior consent of all parties. Excepted is Roumania, from whence, until further notice, each party is justified to transport passengers up to 20 marks below its regular passage-price.

461. The resolutions of Art. 12 of the agreement and of the Commentary to Art. 12 by which passengers from certain countries are regarded as not coming under this agreement (exempted), are as-

8260 *Petitioner's Exhibit 759*

pended for the time that the Cie. Gen. Transatlantique belongs to the pool retroactively from Jany. 1, 1904. The hitherto percentage allotments of the parties in the westbound pool are changed in the manner that the exempted passengers transported in the three years 1900-2 by the Hamburg-America line, the North German Llyod and the Red Star Line are recalculated with contract-passengers in the ratio of 2:1, those transported by the Holland-American Line in the ratio of 1.5:1. The difference resulting from the unequal recalculation in favor of the Holland America line is borne by the North German Lloyd.

8261 The number of contract passengers thus resulting for each party is combined with its number of contract-passengers which results from its agreement-share for the years 1900-2, and the ratio in which the numbers thus ascertained for each individual party stand to their total, represents the new allotments of each party. The same are as follows: (R. 1769)

Hamburg-America line	30.88%
Holland-America line	10.61%
North German Lloyd	42.96%
Red Star line	15.55%

8262 Italians and Orientals (Greeks, Turks, Asiatics and Africans) who are transported by direct steamers of the lines in the agreement from Mediterranean ports are, as before, considered as not coming under the agreement and remain excluded from calculation in the pool.

462. With the say on which the present agreement with the Cie Gen. Transatlantique expires, all regulations in the original agreement, as well as in the suspended resolutions 258/396 concerning exempted passengers, as well as the allotments assigned in resolution 401 as to contract passengers, are at once again in force.

Petitioner's Exhibit 759 8263

463. Calculation of the compensation resulting from the agreement with the Cie. Gen. Transatlantique is based on the shares allotted in resolution 461, made retroactive to 1903.

AGREEMENT J. 464. A contract has been made with the Canadian Pacific Railway in accordance with agreement J. by which the same is entitled to 5.429% of the westbound steerage-transportation of the four pool-parties from Northern ports. From the compensation payments resulting from the agreement there are due to 8264

Hamburg-America Line	27.27%
Holland America Line	9.37%
North German Lloyd	37.93%
Red Star Line	13.73%
Cie. Gen. Transatlantique	11.70%

465. Resolution 458 is ended through the agreement with the Canadian Pacific Railway. However, for the passengers booked in advance by the Hamburg-America line for Canadian ports, which number it states to be about three thousand, the compensation of 70 marks still applies, inasmuch as the fare paid by these passengers does not exceed 120 marks.

466. The compensation for passengers of the second group fixed in Art. 5 of the agreement with Transat at 90 marks, is for the time during which the N. D. L. V. lines have among themselves the compensation of 75 marks, also reduced to 75 marks. 8265

467. The number of Italians and Orientals transported in the years 1900, 1901 and 1902 by the N. D. L. V. lines is transferred to Transat and the latter in return therefore gives up a corresponding number of passengers of the second group transported by it in the years named, by counting four passengers of the first group for three passengers of the second

group. The Secretary will revise the respective numbers and thereby ascertain the new shares for Transat in each of the two groups which will then from the first of January, 1904, on, take the place of the former shares of Transat. [The changed fares thus figured of the Cie. Gen. Transatlantique amount to, according to Resolution 1793

10.289% for the first group (Italians & Orientals)
3.842% for the second group (other passengers)
Its total share is therefore 14.131%.]

AGREEMENT K. 468. The continental lines resume the Scandinavian westbound business again according to the resolutions of agreement K, for the purpose of competition against the Cunard line. These Scandinavian passengers transported under this agreement figure for the pool parties, as well as for the Cie. Gen. Transatlantique and the British lines, as not coming under the agreement (exempted). The intention of Resolution 399b has no application to Agreement K.

AGREEMENT L. 469. Between the N. D. L. V. lines and Transat and the American line a contract has been made for eastbound steerage business by agreement 4.

470. Resolution 416 and 419 are cancelled for Swiss passengers and for Swiss agents (Swiss in both cases is understood in the sense of the Commentary to Art. 12.)

471. There is granted to the Cie. Gen. Transatlantique for the current year for passengers which it accepts from the Alliance Israelite at 115 francs net per adult, a bonus of 10 marks per adult. This bonus is decreased by the amount which the Cie Gen. Transatlantique may possibly receive above 115 francs net, so that at a price of 127.50 francs it falls away altogether.

8269

472. The rates for Hungarian and Croatian passengers as well as for Dalmatians, Istrians and Krainians are lowered to 120 marks for express steamers and 100 marks for other steamers; prepaids correspondingly. For such passengers up to 25 marks may be paid as commission.

473. In Leipzig there shall be appointed under common consent of all parties a commonly appointed official as station-representative of the companies, for the handling of the immigrants. The necessary arrangements with the authorities of Saxony are left to be made by the Lloyd.

8270

474. Passengers passing Leipzig who have been engaged by the Anglo-Continental Travelling Bureau for British lines shall be announced by the station-representative there placed to the Holland-America line and this line will in return send a list of such passengers to the British lines and to the Secretary.

475. For the contribution of the Holland-America line and the Red Star line to the expenses of the controlled-stations, there shall be taken into account on the one hand interests on the invested capital, charges, repairs and other expenses, on the other hand the receipts. The extent of the interests and of the charges are reserved for further agreement.

8271

476. The parties, each for itself, are to write their agents that they are to refrain from all actions which could advance the transportation of passengers for the Cunard line.

477. The Hamburg-America line and the North German Lloyd will take pains to arrange that the passengers for the Holland-America line and the Red

8272 *Petitioner's Exhibit 759*

Star line may pass without restraint the Silesian and Saxon boundary.

Cologne, March 31, 1904.

HAMBURG-AMERICA LINE
Signed Ad. Storm.
HOLLAND-AMERICA LINE
Signed Vanden Toorn.
NORTH GERMAN LLOYD
Signed Wiegand
RED STAR LINE
Signed Ed. Strasser.

8273 APPENDIX I.

BOND

The undersigned company:

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pledges itself hereby towards the companies:

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8274 .....

as well as towards the Secretary of the North Atlantic Steamer lines Alliance to recognize as authoritative for itself, in each and every way the resolutions of the agreement reached in Hamburg January 19, 1892 as well as of Protocol I. of February 19, 1892 and the changes agreed upon, and pledges itself to obey these in each and every way, although it has been subsequently agreed between the parties of this agreement that the guarantee (Kaution) provided for in Art. 25 of the agreement shall not be deposited, but

Petitioner's Exhibit 759

that this certificate of obligation shall take the place of the guarantee. The undersigned company subjects itself, in each and every way as far as the agreement closed in Hamburg on January 19, 1892 with the changes agreed upon comes into question, to the German laws and subjects itself to the jurisdiction of the Cologne courts, in case contrary to expectation for any reason whatsoever legal steps should become necessary against the undersigned company apart from all of the other companies, or of one of the other companies, or apart from the Secretary, in such a way, that every legal complaint which should become necessary against the company on account of this agreement or on account of a deision of the Secretariat or of the Praesidium, or of the Arbitrator, is in the first instance to be brought before the Landgericht at Cologne. 8275 8276

The company declares that it will recognize at all times a decision rendered against it by the Landgericht at Cologne, or by a Oberlandgericht superior to that court respt. the Reichsgericht, as a valid decision rendered against it by a court of competent jurisdiction and pledges itself that it will recognize as valid the direct execution of such a verdict against itself. The company however, pledges itself above all things never to allow it to come to a legal procedure, but pledges itself expressly to meet at once without opposition all payments of equalisation-moneys or of penalties which are imposed upon it. 8277

..... the ..... 1892.

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8278 **Petitioner's Exhibit 760.**

AGREEMENT J.

MEMORANDUM OF AGREEMENT made this ninth day of March, 1904 between the Candian Pacific Railway Company, hereinafter called "the Company" of the First Part; and the Hamburg-Amerika Linie, Norddeutscher Lloyd, Holland-Amerika Line and Red Star Line, hereinafter called "the Continental Lines" of the Second Part. WITNESSETH as follows:

1. This agreement is made in consideration of the mutual promises and agreements herein contained and
8279 is binding upon the successors and assigns of the parties hereto respectively and they respectively covenant and agree to perform the terms thereof.

2. It is the essence of this contract and is distinctly understood that the Company will not carry passengers of Continental nationality other than Scandinavian or Finnish by its own steamers or by any steamers in which it is interested sailing from ports in Great Britain or Ireland to ports in Canada or the United States. The Company undertakes to exercise all possible care to prevent any contravention of this clause and should the Continental Lines at any time require it the Company agrees to afford to the Secretary of the Conti-
8280 nental Lines facilities for satisfying himself that there has been no contravention of this clause. If in spite of measures adopted by the Canadian Pacific Railway for the above purpose any agents should succeed in shipping passengers of Continental nationality under false declaration by the Canadian Pacific Railway Company's Steamers from British ports, such passengers so shipped shall be advised to the other Lines parties to this agreement and be included in the share due to the Canadian Pacific Railway Company as per Clause 5.

Petitioner's Exhibit 760

3. The Company being about to establish a steamship service from Antwerp to Canadian Ports agrees to place its passenger business from the Continent of Europe (Scandinavia and Finland excepted) exclusively in the hands of the Continental Lines. 8281

4. The Company agrees to establish and maintain during the continuance of this Agreement, a steamship service from Antwerp to Canadian Ports providing for not less than twenty-four sailings per annum.

5. The Continental Lines agree to deliver to the Company's Steamships at Antwerp in each year during the continuance of this Agreement not less than 5.429 per cent of the total emigrant business secured for carriage by the Continental Lines, it being understood that the emigrants so delivered to the Company will include a fair average of adults. 8282

All prepaid passengers booked and shipped as per Clause Six of this Agreement will be counted in the percentage hereby guaranteed to the Company.

6. The Company, through its offices and agencies in Canada and the United States, shall be at liberty, to continue booking prepaid passengers for forwarding from the Continent; and the Continental Lines shall forward such prepaid passengers by the Company's steamers only. The Company undertakes that the rate charged to prepaid passengers so booked as aforesaid shall not be less than the equivalent of the lowest rate for the time being charged by any one of the Continental Lines for cash passengers, and that the Company will not pay larger commissions on such prepaid passengers than are being paid by the Continental Lines in Canada and the United States. 8283

7. Except as provided in Clause Six the Company agrees that it will secure Continental passengers exclusively through the agencies of the Continental Lines

8284 *Petitioner's Exhibit 760*

and not by any other means and that it will carry Continental passengers by its steamers from Antwerp only and not from Liverpool or any other port.

8. The Continental Lines undertake that, as far as possible, the passengers shipped by the Company's steamers shall be passengers destined for Canada and should there be offering an insufficient number of passengers for Canada, to equal the percentage mentioned in Clause Five they will make up the requisite number by passengers destined to United States points West of Detroit and Sault Ste. Marie.

8285 9. The Continental Lines guarantee to the Company that it will receive not less than Five Pounds net for each adult passenger. Two Pounds Ten Shillings net for each child between the age of one and twelve years and Ten Shillings net for each child under the age of one year, so long as the rates received by the Continental Lines do not fall below 120 Marks gross. Should unforeseen circumstances render necessary a reduction of rates below 120 Marks a corresponding reduction shall be made in the net rate hereby guaranteed to the Company, such corresponding reduction to be determined by mutual agreement between the parties.

8286 10. If at the end of any twelve calendar months it is found that the number of passengers shipped by the Company's steamers during such year is less, than the number guaranteed under Clause Five of this Agreement, the Continental Lines shall pay to the Company within sixty days Five Pounds for each adult passenger short of the guaranteed number and a relative amount based upon the figures in Clause Nine for children.

11. The Red Star Line in Antwerp acting for the Continental Lines parties to this Agreement will at-

 8287

tend to all passenger business of the Company and will perform all services in connection with the inspection, boarding and shipment of passengers which it performs for the Red Star Line steamers, receiving for such services the sum of Five Shillings per adult for each passenger embarked, whether cash or prepaid. The said sum of Five Shillings shall for each prepaid passenger be invariably paid by the Company but shall for each cash passenger be paid by the Company only, when the gross amount paid by the passenger for a steamship ticket amounts to less than 120 Marks. Agents commission may be deducted from the gross 8288
fare Provided Always that the Company shall not receive less than Five Pounds net per adult so long as the amount paid by the passenger for the steamship ticket amounts to 120 Marks or over.

12. In order that the Company shall be advised of the progress of the business the Continental Lines shall furnish the Company's London Representatives monthly with statistics showing the total number of Continental passengers shipped by the Continental Lines and the number carried by the Company.

13. The preceding clauses of this agreement relate exclusively to third class or immigrant passengers but the Company agrees that for first and second class 8289
passengers it will charge the same rates and allow the same commissions for its Antwerp service that are for the time being charged and allowed by any one of the said Continental Lines parties to this agreement, making the lowest rates from Continental Ports to United States Atlantic Ports and will not pay higher commissions than are paid by said Line.

14. While it is understood that no part of this Agreement shall be considered to have any reference to Eastbound traffic, it is understood that the Ca-

8290 *Petitioner's Exhibit 760*

nadian Pacific Railway Company will take no action of an aggressive nature towards the other Lines parties to this agreement in this connection.

15. It being to the mutual advantage of the parties hereto that all Continental passengers should, as far as possible, be carried by the united services of the parties to this agreement, the Continental Lines and the Company agree to use their best efforts to prevent the diversion of Continental passengers to other Lines and they will respectively observe this obligation, in making agreements concerning other business
8291 with Lines endeavoring to divert Continental passengers from the Lines owned by the respective parties to this Agreement.

16. This Agreement shall remain in force up to and until the thirty-first day of December, 1907 and shall continue thereafter from year to year Provided However, that either party may terminate the same on any subsequent thirty-first of December after the thirty-first day of December, 1907, by giving to the other twelve months' notice in writing of their intention so to do and on the day named in such notice for the termination of this agreement and all the rights of either party thereunder shall cease and
8292 determine.

17. Any dispute arising under this Agreement shall be referred to arbitration in London. Each party to appoint an Arbitrator, and the two Arbitrators to appoint an Umpire and the decision of the Arbitrators or Umpire as the case may be shall be final.

In Witness Whereof the parties have hereunto affixed their respective corporate seals under the head of their proper officers the day and year first above written.

Signatures.

Petitioner's Exhibit 760

8293

The Cie. Gén. Transatlantique has agreed to join the four above named Continental Lines in this Agreement as a fifth Line, and the share of the different Lines in the compensation to be for the

Hamburg-American Line	27,27%
Holland-Amerika Line	9,37 "
Norddeutscher Lloyd	37,93 "
Red Star Line	13,73 "
Cie. Gén. Transatlantique	11,70 "

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8296 **Petitioner's Exhibit 761.**

AGREEMENT K.

Scandinavian Service.

The Continental Lines will establish a direct service from Scandinavian ports to U. S. ports. For the present a monthly service will be arranged, the German Lines providing the necessary tonnage.

The rate for steerage passengers westbound shall be Kr. 70 per adult, less the regular commission.

The Continental Lines shall arrange to take passengers from Scandinavia (Finland included) via the Continental Pool ports at a gross rate of Kr. 60 per
8297 adult from Scandinavia.

For the regulation of Pool shares all these passengers shall be considered as Exempted north.

The actual cash loss for the round trip on the direct service shall be borne by the 5 Poollines in proportion to their fixed percentages westbound including Red Star C_3).

This arrangement only refers to westbound business.

London February 26th, 1904.

sign. Wiegand
sign. Reuchlin
sign. Ed. Strasser subject to 4 weeks notice$_1$).
sign. Ad. Storm.

8298 Accepté avec la condition que la
participation dans les dépenses
sera pour la C^{ie} G^{le} T^{que} de 11%
au lien de 13.25%$_2$).
sign. Ch. Tattet.

Petitioner's Exhibit 761

8299

1) The reserve of 4 weeks notice has been withdrawn by Mr. Strasser verbally at the Meeting at Cologne March 31st.

2) Transat has agreed by letter of March 14th that its participation quote shall be 12,06% instead of 11%.

3) Star claimed that its participation for Red Star Line C should be fixed, in the same way as for Transat, in proportion of the difference in the compensation rate. This claim has been dropped for that number of C passengers which Star has actually carried (Star Tel. 29/2 04).

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8302 **Petitioner's Exhibit 762.**

AGREEMENT E.

Agreement on First Saloon Business.

Between the Allan Line—Allan-State Line—American Line—Anchor Line—Atlantic Transport Line—Cie. Générale Transatlantique—Cunard Line—Dominion Line—Hamburg-Amerika Line—Holland-Amerika Line—Leyland Line—Norddeutscher Lloyd Line—Red Star Line—White Star Line.

1. Minimum Ocean Rates for First Saloon Passengers, Eastbound and Westbound:

8303

	Winter.	Summer.
Allan Line.		
Ionian, Tunisian, Bavarian.....	£12 0 0	£15 0 0
Other steamers	11 0 0	14 0 0
" if carrying cattle ...	10 0 0	13 0 0
Allan-State Line.		
All Steamers	9 0 0	9 0 0
American Line.		
St. Louis, St. Paul, Philadelphia, and New York	15 0 0	18 0 0
Anchor Line.		
Columbia	12 0 0	12 0 0
City of Rome	12 0 0	12 0 0
Furnessia, Astoria, etc.	10 0 0	10 0 0

8304

Atlantic Transport Line.		
Minneapolis, Minnehaha	12 0 0	15 0 0
Other Steamers carrying cattle .	10 0 0	13 0 0
" " not " " .	11 0 0	14 0 0
Cunard Line.		
Campania, Lucania	16 0 0	19 0 0
Umbria, Etruria, Saxonia, Ivernia	13 0 0	16 0 0
Aurania	12 0 0	15 0 0
Dominion Line.		
Commonwealth, New England, Canada	13 0 0	16 0 0

Petitioner's Exhibit 762

8305

Dominion, Vancouver, and other steamers	11 0 0	14 0 0
Dominion, Vancouver, and other steamers, if carrying cattle	10 0 0	13 0 0
LEYLAND LINE.		
All Steamers carrying cattle	10 0 0	13 0 0
" " NOT " "	11 0 0	14 0 0
WHITE STAR LINE.		
Oceanic	17 0 0	20 0 0
Teutonic, Majestic	15 0 0	18 0 0
Celtic	13 0 0	16 0 0
Cymric, Germanic	12 0 0	15 0 0
CIE. GÉNÉRALE TRANSATLANTIQUE.		
Lorraine, Savoie	15 0 0	18 0 0
Touraine, Aquitaine	14 0 0	17 0 0
Other boats	12 0 0	15 0 0
HAMBURG PACKET CO.		
Deutschland	18 0 0	21 0 0
Auguste Victoria, Columbia, Furst Bismarck	15 0 0	18 0 0
"P" Boats	12 0 0	15 0 0
Moltke and Blücher	13 0 0	16 0 0
HOLLAND AMERICAN LINE.		
All Steamers	12 0 0	15 0 0
NORTH GERMAN LLOYD.		
Kronprinz Wilhelm, Kaiser Wilhelm der Grosse	18 0 0	21 0 0
Kaiserin Maria Theresia	15 0 0	18 0 0
Lahn, and other single screw fast boats	13 0 0	16 0 0
Barbarossa, Bremen etc.	13 0 0	16 0 0
Other Steamers, Rhein, Neckar, etc.	12 0 0	15 0 0
RED STAR LINE.		
Vaderland, Zeeland, Kroonland, Finland and Friesland	12 0 0	15 0 0

8306

8307

8308 *Petitioner's Exhibit 762*

New steamers to be rated as they come out on a similar basis.

The Red Star Line will advance its rate for any of the following steamers by £1, viz:—"Vaderland," "Zeeland," "Kronland," or "Finland," so soon as she may in the course of the year 1902 on 3 voyages have arrived at New York in time to be able to land her passengers on Monday (Saturday sailings from Antwerp).

Steamers employed in the Mediterranean Service must not quote less than the minimum Summer rates named above, from April 15th to July 15th inclusive
8309 Eastbound; with this exception the minimum winter rates will apply.

2. The Westbound Summer Season shall be from May to October inclusive; the Eastbound Summer Season from April to September inclusive. The Westbound Winter Season shall be from November to April inclusive; the Eastbound Winter Season from October to March inclusive.

3. Servants accompanying First Saloon Passengers must pay the First Saloon Minimum Winter Rate of the respective steamer throughout the year, if they have access to the First Saloon accommodation.

8310 4. The minimum rates stipulated in Clause 1 are understood to be gross per adult, including commissions.

5. Children of 1 year and under 10 years pay half fare, children under 12 months are free.

6. Through booked passengers must pay in addition to the Ocean Fare the actual official tariff rate of the Transportation Companies by which the transportation takes place.

Petitioner's Exhibit 762

7. Each Line is at liberty to fix its Minimum Westbound Cash or Prepaid or Eastbound Rate independently of each other higher than provided for in this Agreement. 8311

8. On round-trip tickets a reduction of 10% can be made on the combined fares out and home. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their homeward tickets.

9. All rates and commissions shall be converted into the different currencies at the following rates of exchange: 1 s. = 1 mark = 1.25 fr. = $0.25 = 0.60 Dutch guilder. 8312

10. No free passes or reductions shall be given to press representatives, shippers, or brokers, or to any one, with the object of obtaining other passengers or business of any kind or in recognition of advertisements in any way, the intention being that except that the principals of the different firms or Lines are at liberty to grant free passes or reductions to Government officials, Scheduled General Agents or to other individuals on purely personal grounds, no free passages or reductions whatever shall be given.

An exception shall be made in the case of steamers carrying live stock, which steamers are at liberty to convey men when acompanying such live stock, and on the return journey free of charge. An exception shall also be made in the case of Canadian steamers carrying charity children, which steamers are at liberty to convey the persons accompanying such charity children and on the return journey free of charge. 8313

11. Bicycles shall be charged 10/- each; they must be crated. Dogs to be charged not less than 40/- each.

8314 *Petitioner's Exhibit 762*

12. The commissions to agents on First Cabin business shall be as follows:

For tickets issued in America: Not more than 5% of the passage money with a minimum of $4 per adult for a single passage and $8 for a round-trip passage except in the case of scheduled General Agents, who are non-salaried, to whom an extra commission of 2½% of the gross amount of the passage money may be paid.

For tickets issued in Europe:—In Great Britain and Scandinavia not more than 5% of the passage
8315 money, except 7½% to agents in London. (See clause 13.)

On the Continent not more than 7½% of the passage money to General Agents or to agents in Paris (see clause 13), and not more than 5% to tourists offices, bankers, and agents doing only Cabin business. Such agents in the Cabin and Steerage business who have their own sub-agents organisation are considered as General Agents. It is agreed that such General Agents cannot pay to their sub-agents more than 5% commission. Tourists Offices shall under no circumstances and in no country receive more than 5% commission.

8316 13. Each Line shall not have more than two offices in London (Westend and City) for First Saloon business, and two in Paris, for its own account or conducted by an agent or by agents receiving 7½% commission (clause 12), and one office for its own account in any other place, which offices or agents are at liberty to pay to sub-agents or brokers a commission not exceeding 5% of the passage money. The above restriction for Paris does not refer to the Cie Transatlantique.

8317

14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refusal or allowance shall be made for them.

15. Any Line is at liberty to retire from this Agreement or any part of it (Mediterranean or North Atlantic) on giving fourteen days' notice.

16. This Agreement shall take effect March 31st and circulars and tariffs shall be issued and mailed not later than March 29th, 1902.

17. All official communications between the Lines must be made through the Secretary of the North 8318
Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien Verband.

18. Steamers carrying only Second Cabin Passengers, as distinguished from Saloon, must appear in all advertisements, circulars or other printed matter, issued by the Line, as carrying Second Cabin Passengers only, without any reference to such passengers enjoying so-called Saloon Privileges.

19. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this agreement shall be settled 8319
by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

(*b*) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office

8320 *Petitioner's Exhibit 762*

in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be deemed to have been delivered in the ordinary course of post.

(*c*) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an umpire.

8321 (*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may, if so required by the party or parties who appointed him, proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

8322 (*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

(*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offenses, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

8323

(g) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent, for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(*h*) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party 8324
hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention. 8325

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh award, provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

8326 *Petitioner's Exhibit 762*

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, whenever the domicile residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder.

8327 Signed on behalf of

ALLAN-LINE
and
ALLAN-STATE-LINE,
Allan Brothers & Co. L'pool & Ldn. Lt.
sign.: p. John Ennis.

AMERICAN LINE,
sign.: Richardson Spence & Co.

ANCHOR LINE,
Anchor Line (Henderson Brothers)
Limited,
sign.: Richard Henderson,
Managing Director.

8328 ATLANTIC TRANSPORT LINE,
The Atlantic Transport Co., Ltd.,
sign.: Charles F. Torrey,
Director.

CUNARD LINE,
sign.: A. P. Moorhouse,
General Manager.

DOMINION LINE,
Richard Mills & Co.,
sign.: p. S. E. Cruse.

Petitioner's Exhibit 762

8329

LEYLAND LINE,
for Fredk. Leyland & Co. (1900) Ltd.
sign.: M. Martin,
Managing Director.
WHITE STAR LINE,
sign.: Ismay, Imrie & Co.,
Managers.
CIE GLE TRANSLANTIQUE,
Pour la Cie Gle Translantique,
sign.: Ch. Tattet.
HAMBURG-AMERICA LINE,
Hamburg-Amerikanische Packetfahrt-
Actiengesellschaft,
8330
sign.: Ballin. sign.: pp. Ad. Storm.
HOLLAND-AMERICA LINE,
Holland-Amerika Lijn.
sign.: Reuchlin. sign.: Vanden Toorn.
NORDDEUTSCHER LLOYD,
Norddeutscher Lloyd,
Abtheilung Passage,
sign.: v. Helmolt.
RED STAR LINE,
p. pon. von der Becke & Marsily,
sign.: Ed. Strasser.

8331

8332

Defendants' Exhibit 763.

Liverpool, 5th September, 1902.

Agreement F.

AGREEMENT ON SECOND CABIN BUSINESS.

Between the Allan Line, Allan-State Line, American Line, Anchor Line, Cunard Line, Dominion Line, Hamburg-Amerika Line, Holland-Amerika Line, Norddeutscher Lloyd Line, Red Star Line, White Star Line, Cie. Générale Transalantique.

8333

1. Minimum Ocean Rates for Second Cabin Passengers, Eastbound and Westbound:

	Westbound	Eastbound
American Line (New York Service).		
St. Louis, St. Paul, Philadelphia, and New York	£ 9 0 0	£ 9 0 0
from Cherbourg	10 10 0	*
American Line (Philadelphia Service).		
All Steamers	8 0 0	8 0 0
White Star Line.		
Oceanic	9 10 0	9 10 0
Teutonic, Majestic, Celtic	9 0 0	9 0 0
Cunard Line.		
Campania, Lucania	9 10 0	9 10 0
8384 Umbria, Etruria, Saxonia, Ivernia	8 10 0	8 10 0
Aurania	7 10 0	7 10 0
Dominion Line...		
Commonwealth, New England, Canada	8 10 0	8 10 0
Dominion, Vancouver, and other Steamers	7 10 0	7 10 0
Allan Line.		
Ionian, Tunisian, Bavarian	8 0 0	8 0 0
Other Steamers	7 10 0	7 10 0
Allan-State Line.		
All Steamers	7 0 0	7 0 0

Petitioner's Exhibit 763

8835

Anchor Line.							
Columbia	8	0	0	8	0	0	
Furnessia	7	10	0	7	10	0	
Other Steamers (except City of Rome)	7	0	0	7	0	0	
North German Lloyd.							
Kronprinz Wilhelm, Kaiser Wilhelm der Grosse, Kaiser Wilhelm II	11	10	0	10	10	0	
Kaiserin Maria Theresia	11	0	0	10	0	0	
Kaiserin Maria Theresia (Mediterranean)	10	0	0		*		
Single screw fast steamers (Mediterranean)	10	0	0		*		
Slow steamers (Mediterranean)	10	0	0		*		
Barbarossa class	10	10	0	9	6	0	
Rhein, Main, Neckar type steamers	10	0		8	18	0	8336
Frankfurt, Gera type Steamers	10	0		8	10		
Hamburg-Amerika Line.							
Deutschland	11	10	0	10	10	0	
Other fast steamers	11	0	0	10	0	0	
Other fast steamers (Mediterranean)	11	0	0		*		
Moltke, Blücher	10	10	0	9	6	0	
Other steamers	10	0	0	8	18	0	
Other steamers (Mediterranean)	10	0	0		*		
Red Star Line.							
Vaderland class	10	0	0	8	10	0	
Friesland	9	10	0	8	10	0	
Cie. Générale Translantique.							
Twin Screw Steamers	11	0	0	10	0	0	8337
Other Steamers	10	0	0	8	10	0	
Holland American Line.							
All Steamers	9	10	0	8	10	0	

*Where Eastbound are blanked and marked * no Eastbound Second Class Passengers are carried.

All New Steamers as they come out to be rated on a similar basis.

8338 *Petitioner's Exhibit 763*

The above are minimum Ocean rates except that the present practice is continued of providing passengers by U. S. Lines with third-class Rail tickets between London and Liverpool for 10s. additional, The Glasgow Lines to provide similar transportation between London and Glasgow for 25s. additional, and the Canadian Lines, when sailing to Canadian ports, are allowed to include the Rail ticket to and from London in the Ocean fare.

All British Lines to advertise and charge 20s. more than the respective British Line rates from and to all
8339 Continental ports, and the said British Lines' rates to be the nett rates off East Coast port for Scandinavian and Finnish passengers. No lower local rate than 20s. between the Continent and Great Britain is to be charged or advertised not even in 3rd Class tariff and advertisements.

The rates named include free transportation between New York, Philadelphia and Boston.

All Contracts are to be tabled.

2. When any Service has two rates, the tickets both prepaid and cash, issued at the lower rates shall plainly state they are available only for the named steamers to which the lower rate applies, and the Companies
8340 undertake that they will not carry the holders of lower rated tickets by the higher rated steamers unless they have been paid difference in rate.

3. The minimum rates named above are understood to be gross per adult including commission.

4. Children of 1 year and under 12 years to be charged half fare. Children under 12 months are free.

5. Each Line is at liberty to fix its minimum westbound cash or prepaid or eastbound rates independently of each other, higher than provided for in this Agreement.

Petitioner's Exhibit 763

6. The price of a round-trip ticket is the combined West and Eastbound fare. On round-trip tickets a reduction of 5% can be made on the combined West and Eastbound fare. Passengers not taking round-trip tickets are not to be allowed any reduction when taking their tickets for the return passage. 8341

7. All rates and commissions shall be converted into different currencies at the following rates of exchange: 1s = 1.25 fr. = 1 mark = $0.25 = 0.60 Dutch guilder.

8. The Norddeutscher Lloyd and the Hamburg-Amerika Line have the right to quote to or from Southampton and Plymouth for their Express steamers the same second class rate as the Amerika Line for their fast steamers to or from Southampton, except that for the four steamers "Kaiser Wilhelm der Grosse," "Kaiser Wilhelm II," "Kronprinz Wilhelm," and "Deutschland," they shall charge 30s. more, and for all other except their Express steamers they may quote 10s. less (so far as British law permits). 8342

9. No free passages or reductions shall be given to press representatives or in recognition of advertisements, or to shippers, or brokers, or to anyone with the object of obtaining other passengers or business of any kind, the intention being that except that the principals of the different firms or lines are at liberty to grant free passages to Government officials or other individuals on purely personal grounds, no free passages or reductions whatever shall be given. 8343

10. All official communications between the Lines must be made through the Secretary of the North Atlantic Passenger Conference, or of the Nordatlantischer Dampfer-Linien Verband.

11. Steamers carrying only Second Cabin Passengers, as distinguished from Saloon, must appear in all

8344 *Petitioner's Exhibit 763*

advertisements, circulars or other printed matter issued by the Line as carrying Second Cabin Passengers only, without any reference to such passengers enjoying so-called Saloon Privileges.

12. Bicycles to be charged 10s.; they must be crated. Dogs to be charged 40s.

13. Commissions to agents on second cabin business shall be as follows:

For tickets issued in America: 5% with a minimum of $3 per adult for a single passage, and $5 per adult for round-trip passage. An extra commission of $1
8345 for single passage, and $2 for round-trip passage may be allowed to scheduled General Agents at the recognized general passenger agency points.

For tickets issued in Europe: In Great Britain the commission to any agent to be 5% with the minimum of 9s. per adult for a single passage, and 18s. per adult for round-trip ticket. On the Continent not more than 15s. for a single passage and 30s. for round-trip ticket.

The General Agents of the Continental Lines at London and their ports of call are considered as Company's own officers.

Tourist Offices shall under no circumstances receive
8346 more than 5% commission with the minimum of 9s. for a single passage, and 18s. per adult for round-trip ticket in Great Britain; on the European Continent not more than 10s. for a single passage, or 20s. per adult for round trip ticket, and in the United States 5% with a minimum of $3 per adult for a single passage and $5 per adult for roundtrip ticket.

14. The commission includes telegraphic expenses of agents for securing berths, etc., and no refund or allowance shall be made for them.

15. Any Line is at liberty to retire from this agreement on giving 14 days' notice.

Petitioner's Exhibit 763 8347

16. This Agreement shall take effect, and circulars and tariffs shall be mailed not later than September 20th, 1902.*

17. All parties mutually agree that any disputes or claims between any of them or between any one or more of them and the rest of them arising out of any alleged breach of this Agreement shall be settled by Arbitration as follows:

(*a*) Arbitration proceedings in Europe shall take place at London.

(b) Notice in writing of intention to prefer a claim 8348
shall be given, in reasonable time, to the party complained of, signed by, or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in registered letter, duly addressed to the principal office in England of such British Line, and to the principal office on the Continent of such N. D. L. V. Line, and shall be be deemed to have been delivered in the ordinary course of post.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall 8349
without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

(*d*) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has

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*) Nachtraglich ist der 1. October angenommen.

8350 *Petitioner's Exhibit 763*

been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(*e*) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

8351 (*f*) The Arbitrator or Arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this Agreement, and shall impose penalties accordingly.

(*g*) The fine or damages for breach of this Agreement by any party hereto shall not be less than £50, nor more than £500 sterling, or the equivalent for each breach, and for breach by any agent the fine or damages shall not be less than £5 nor more than £100.

(*h*) Any fine imposed on any party hereto shall be
8352 payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to this Agreement and each party hereto undertakes not to employ him, and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them

8353

by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

(*i*) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and reconsider the same and to hear further evidence and to make a fresh Award, 8354
provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

(*j*) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(*k*) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force shall be applicable to any Arbitration hereunder. 8355

Signed on behalf of
ALLAN LINE
AND
ALLAN-STATE LINE
Allan Brothers & Co. L'pool Ldn Lt.
p. John Ennis.
AMERICAN LINE—
Richardson Spence & Co.

Petitioner's Exhibit 763

8356

ANCHOR LINE—
Anchor Line (Henderson Brothers)
Limited
Richard Henderson.

CUNARD LINE—
A. P. Moorhouse.

DOMINION LINE—
Richard Mills & Co.

WHITE STAR LINE—
Ismay Imrie & Co.

CIE GENERALE TRANSATLANTIQUE—
Pour la Cie Gle Transatlantique

8357

Le President Le Directeur Général
E. Pereire.

HAMBURG-AMERICA LINE—
Hamburg-Amerika Linie
Ad. Storm.

HOLLAND-AMERICA LINE—
Holland-America Line
Vanden Toorn.

NORDDEUTSCHER-LLOYD—
Norddeutscher Lloyd
v. Helmolt.

RED STAR LINE—
Ed. Strasser.

8358

Petitioner's Exhibit 764.

8359

AGREEMENT H (REVISED)

on

INTERCHANGEABLE FIRST AND SECOND CLASS RETURN TICKETS.

1. It is agreed from September 15th 1903 until further notice to make return tickets both First and Second Class, issued by the following Lines, interchangeable, the holder having the option of returning by any of the named Lines:

Norddeutscher Lloyd, Hamburg America Linie, 8360
Holland America Lijn, Red Star Line, White Star Line, American Line, Atlantic Transport Line, Dominion Line, Leyland Line, Compagnie Générale Transatlantique.

2. The allowance on First Class return tickets to be 10% on the return portion of the fare only*), and Second Class 5% on the combined west and eastbound fare.

3. Under "cheque value" is understood the net amount (rate less rebate for return ticket) paid by the passenger, and under "tariff rate" the rate of the accommodation to which the ticket entitles the holder 8361
of it.

4. To prevent misuse of return tickets, lost, stolen or cancelled, it is agreed that a memorandum be sent the same day by any line accepting an other Line's return ticket, advising that (the issuing) Line they have done so with name of passenger, number of return ticket and class.

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*) lt. Schreiben des Secretärs der N. A. P. C. vom 14. März 1904 stimmen die Britischen Linien zu, dass 10% auf „the combined fares out and home„ gegeben werden können.

8362 *Petitioner's Exhibit 764*

5. Return tickets to be retained by carrying Line until passenger has gone forward, accounts to be rendered after steamer sails, and the issuing Line to pay the carrying Line the cheque value of the ticket within fourteen days in the currency of the country of the issuing Line.

6. In settlements as in bookings $1.00 = 4 Marks. = 4 Shillings, = 5 Francs, = 2.40 Dutch Guilder.

7. Each return ticket to state on the face of it, or have attached to it, a slip, stating:

8363 "This Return Ticket entitles the holder to $..... accommodation on this or any of the following Lines (reciting all the other Lines than the one issuing it) provided:

"A. There be room vacant on the steamer by which the passenger desires to sail.

"B. All the conditions in the ticket and regulations of the carrying Line shall be accepted and binding on the passenger, whether they are contained in the original return ticket which the passenger holds or not.

"C. That the passenger pays the difference, if any,
8364 *between the value of the accommodation called for and the value of the accommodation he selects in the steamer by which he travels, less 10% for Ist class and 5% for IInd class.*

"D. In the event of the original return ticket calling for transportation on a specific steamer or date, the transfer cannot be made unless application for transfer is presented more than 14 days before such specific date, unless the passenger at the time of making application for transfer, presents the authority of the Line for which the original return ticket was issued, for the transfer being made.

Petitioner's Exhibit 764

8365

"E. In the event of the passenger selecting accommodation of a lower tariff rate than that shown on the original return ticket, the difference between the value of the accommodation called for and the value of the selected accommodation will be refunded by the carrying Line, less 15%."

8. All tickets issued under the agreement H. dated on and after 3rd June 1903 shall be treated in accordance with this revised agreement as soon as it is signed.

The present form of this agreement has been approved by all the parties thereto as per Circular Letter No. 1650 of September 8th 1903 and my today's telegram. 8366

Jena, Septbr. 14th 1903.

H. PETERS,
Secretary N. D. L. V.

8367

8368 **Petitioner's Exhibit 765.**

AGREEMENT M.

Memo. of all parties negotiating for transportation to U. S. A. in connection with the St. Louis Exhibition to whom special terms have been offered for First Class Passage.

Exhibitors & their Assistants.

20% of schedule rate, but the nett fare paid not to be below agreement minimums.

Outward passage to be made before June 30th 1904,
8369 and when round trip tickets are booked the homeward order issued on this basis will not be available for passage from Newyork between the 1st May and 31st Juli.

Offered through Cook's.

Iron & Steel Institute & German Ship-building Technical Society.

15% of the combined fare out and home available to members, their wives and families booking return tickets.

Applicable to all rates including minimums.

(Iron & Steel Institute offered through Cook's.)

8370 Institute of Civil Engineers & Institute of Mechanical Engineers.

The following reductions have been offered off the combined fares out and home to Members, their wives and families booking return. Applicable to all rates, including minimums, viz:

White Star Line, Newyork Service	20%	reduction
" Boston Service	25 "	"
Dominion & Leyland Lines	20 "	"
American Line, Southampton Service	25 "	"
Cunard Line, Newyork Service	25 "	"
" Boston Service	25 "	"

Petitioner's Exhibit 765

8371

It is agreed that no change shall be made in the terms offered the parties named as set forth above, nor will any further reductions of published minimum rates be granted by any of the Lines to any passengers or parties except by mutual consent.

Journalisten.

Für von der Ausstellungs-Kommission zum Besuch der Ausstellung eingeladene Journalisten sollen ersterer von jeder der an Kajütenagreements betheiligten Linien 8 Rundreisebillets (not interchangeable) zur Verfügung gestellt werden. 8372

(Protocoll Conf. Berlin 3/5 Febr. 14.)

Die Britischen Linien können jeder Ermässigung, die die Cunard Line für Ausstellungsbesucher aus dem United Kingdom macht, die Spitze bieten, unter der Bedingung, dass jeder Fall sofort den Continentalen Linien angezeigt wird. Die Continentalen Linien sind alsdann berechtigt, das gleiche zu thun.

(Protocol Conf. Berlin 3/5 Febr. 13.)

8373

Société Belge des Ingenieurs et Industriels.

Dieser Gesellschaft können in gleicher Weise wie dem Institute of Civil Engineers and Institute of Mechanical Engineers 25% Rabatt bewilligt werden. (Schriftl. Erklärung der Parteien 24/25 März; Hapag mündlich Conf. 31 März.)

8374 **Petitioner's Exhibit 766.**

Translation.

Cable from Lloyd to Oelrichs & Co.
Jan. 7th 1908.

Conference will be held with British Lines Jan. 20, London. Request also bring Winter.

Petitioner's Exhibit 767.

8375 *Translation.*

(Cable from Lloyd to Oelrichs & Co.)
Jan. 8, 1908.

Continental conference London. Jan 18 preceding conference with British Lines. Arrange presence.

8376

Petitioner's Exhibit 768.

8377

Translation.

Bremen, February 25, 1908.

Dear Mr. Schwab:

I arranged with Mr. Winter to send him weekly the enclosed statement in regard to the pool status as well as brief advices in regard to the business, as far as it might interest him.

In the absence of Mr. Winter I should like to send this information to you.

Business westbound is unfortunately still poor; nevertheless we are continually receiving information from our agents in the principal emigration districts according to which there are enough emigrants who would like to emigrate, but who cannot decide to take the trip in view of the continued unfavorable reports in regard to the economic and earning conditions on the other side. The agents are continually inquiring of us how long this condition may last, a question, which we cannot answer. It would interest us to learn from you, whether, and to what extent, the business prospects for the future have bettered on the other side.

8378

The intention of advancing the prices in the General Pool west and eastbound, in general, on March 1st, we (the Pool Lines) have for the present postponed, as we are negotiating since today through our pool secretary with the Russian Line, at their suggestion, which proposition may have been made to us as a result of the pressure exerted by the Russian Government. As you perhaps know, the transportation of the Russian Lines in the year 1907 amounted:

8379

westbound 6.49%
eastbound 10.54%

8380 *Petitioner's Exhibit 768*

of the business of the four pool lines and the Russian Lines. It was only a question, of allowing the Russian Lines a pro rata share of this business, which is in correct proportion to the transportation expected. The high eastbound transportation of the Russian Lines, however, obtained through cutting rates and extra commissions, gives no true picture of this. Furthermore, our negotiations with the Russian Lines may be strongly influenced by the fact that the Russian Volunteer Fleet, as also the Russian Asiatic Steamship Co. have economically operated very poorly, so that the former lost almost a million rubel in the years 1906
8381 and 1907 and, it is claimed, the Russian Government will now withdraw the state subsidy.

Accordingly, the Russian Lines find themselves in a predicament, from which they have applied to the Pool Lines, in order to negotiate with them.

I will not fail to let you know immediately the result of the negotiations. I hope that we will come to an understanding with the Russian Lines, which will not cost us too much, then lacking an agreement with these lines, the Ring, which we have begun to close in the General Pool, cannot be definitely closed and an exhaustive control of the New York eastside agents would not be possible for our eastbound business with-
8382 out the co-operation of the Russian Lines.

With best regards, I am

Gratefully yours,

PLETTENBERG.

Petitioner's Exhibit 769. 8383

Translation.

Per SS "Mauretania"

New York, March 5, 1908

North German Lloyd,
Steerage Dept.,
Bremen.

We beg to acknowledge receipt of your cables of the 3rd inst.:

> "Unklarer (reduce outward rate to) advertiser ($32.) New York express. Adultery ($26.) New York regular. Baltimore, Galveston, Longicorn (Inform A. Schumacher & Co.) Holst." 8384

and of the 4th inst:

> Calospas (refer to our telegram 3rd inst.) Unkissing (outward rate) express remains advisedly ($34.)

and have noted contents of same. We have also advised Messrs. A. Schumacher & Co., Baltimore, Md. and Alfred Holt, Galveston, Texas, of same.

We beg to remain

Yours very truly, 8385

OELRICHS & CO.

8386 **Petitioner's Exhibit 770.**

Translation.

New York, March 13, 1908.

North German Lloyd,
Central-Bureau,
Bremen.

A press notice, which appears in the papers here, states that the New York & Continental Steamship Co. intends to despatch the steamer "Volturno" in the passenger service—first departure April 1st from here. We cannot find, however, that this steamer is being
8387 advertised for passengers but only that she is placed in the regular service of the New York & Continental Steamship Co. to Rotterdam and Hamburg for April 11th from here.

We are, gentlemen,

Yours very truly,
OELRICHS & CO.

Petitioner's Exhibit 771.

New York, March 16, 1908.

8388 Baron von Plettenberg,
Steerage Dept.,
Bremen.

Dear Mr. von Plettenberg:

I am in receipt of your favor of the 6th inst. and regret very much that an understanding with the Russian Lines has not yet been reached. I should consider such an understanding as very desirable.

I remain, with best regards,

Yours very truly,
GUSTAV H SCHWAB

Petitioner's Exhibit 772.

8389

Translation.

Bremen, March 5, 1908.

Dear Mr. Schwab:

A telegram just received here advises that the SS "Saratow" of the Russian Volunteer Fleet sailed from Libau on March 2nd with *432 passengers.* If the passengers who will ship in Rotterdam be added to this, this sailing might be designated as exceptionally favorable for this time of the year, as also, according to statistical representation, the Russian Lines have transported since the beginning of the year to February 23rd, 12.36% westbound and eastbound even 13.58% of the continental business (*i. e.*, of the 4 pool lines *and* both Russian lines), and this is all due to the exceptionally low prices and the permission, which was lately introduced, that the Russian emigrants may have their passports made out in Libau.

8390

It is all the more to be regretted that no agreement has been reached with the Russian Lines, as under these circumstances the Lines of the newly organized "General Pool" will, with great difficulty, decide on a general advance in rates, in view of the competition of the Russian Lines.

With best regards, and thanking you,

8391

Respectfully,

PLETTENBERG.

8392 **Petitioner's Exhibit 773.**

Translation.

Per "Kronprinzessin Cecilie"

New York, March 16, 1908.

North German Lloyd,
Steerage Dept.,
Bremen.

We beg to acknowledge receipt of your cable of the 12th inst.

8393 "Unklarer (reduced outward rate) adulations ($25) New York regular Baltimore longicorn (Inform A. Schumacher & Co.)"

which we immediately answered as follows:

"Camellia (Refer to your telegram 12th inst.) steerage reduction Seydlitz has triturated (1350) steerage buddhistic (we await instructions)"

and received your cable of the 14th inst:

8394 "Lottery (in view of) many festoons (steerage passengers SS "Seydlitz" gustrenture (can we expect) further tapasen (a large number) feverish (steerage passengers) eatsbound Valescities (reply by cable immediately)"

which we answered the same day as follows:

"Camelot (refer to your telegram 14th inst.) lubricabam (from the appearance of matters) expect full steerage present rates balance March snebschuit (other lines) still carrying tapasen (a large number) finechio (steerage eastbound) provivendi (it is difficult to) state rumirareis (how long) movement will continue hahevu-

Petitioner's Exhibit 773

8395

nani (we suggest) advance express foolhardy (eastbound sterrage rate) across ($2) stopped booking "Kronprinz" avowals (March 24th)."

We have stopped booking for the "Kronprinz Wilhelm" (24th inst.) as early as the 12th inst., as the steamer is fully engaged. For SS "Man" (26th inst.) we expect, as far as we can judge at the present time, a large number of steerage passengers so that it looks as if for the rest of the month our steamers are well engaged. It is difficult to say how long the increase in the number of eastbound passengers will continue. It all depends upon the resumption of the industry in 8396
this country. It is, however, not improbable, that the return stream of passengers will continue till the beginning of April.

As we believe that, at a rate of $36, we can fill the fast steamers in the very near future, we suggest that the fast steamer rate be increased by $2, and remain

Yours very truly,

OELRICHS & CO.

8397

8398 **Petitioner's Exhibit 774.**

Translation.

New York, March 10, 1908.

Baron von Plettenberg,
Steerage Dept., North German Lloyd,
Bremen.

Dear Mr. von Plettenberg:

I beg leave to acknowledge the receipt of your valued favor of February 25th, contents of which I have carefully noted.

8399 I hope that you will be able to make a satisfactory arrangement with the Russian lines, and would be very thankful to you if you would inform me as to further progress and the result of the negotiations. An agreement, ultimately, would clear the situation not only in Europe but here as well.

With best regards, I am,

Yours very truly,
GUSTAV H. SCHWAB.

8400

Petitioner's Exhibit 775.

8401

Translation.

Bremen, March 18, 1908.

My dear Mr. Schwab:

I am enclosing herewith the two last statements in regard to the pool status, the first of which, unfortunately, was not sent you during my absence.

Our great minus eastbound may explain to you that despite the increasing eastbound business, we have nevertheless reduced our mail steamer prices to $25 so as to meet the lines that, with a minus on our part of more than 40%, would be justified in entering complaint against us.

8402

As you, however, advised us simultaneously of the good bookings of our express steamers, we suggested to the parties whether we might not take the Hamburg rate of $36 for our express steamers.

To this inquiry only Hapag has replied as yet, namely, that they had no objection to our advancing our express steamer rate to $36 if we, as long as we were a minus party, would each time take the price of the competition mentioned for our eastbound steamers, which was departing about the same time as a Russian or New York Continental steamer, as by means of such reductions against individual departures, in their opinion the competition would be injured much more severely than through a general reduction, as was the case lately with the reduction to $25.

8403

The idea is not bad and, for example, used successfully by us in our Brazilian business.

We will now, however, if the other Lines have also consented, make the counter-proposition that we maintain our eastbound mail *steamer rate* in general at $27 and only take the rate of the Russian Lines on those days when our mail steamer sailings coincide with those of the Russian.

8404 *Petitioner's Exhibit 775*

I am anxious to ascertain whether the other pool lines will consent. In my opinion they could easily reply that these measures seem advisable in connection with the Russian competition, but could not fulfill their purpose, to decrease our minus in the pool.

A pool conference will be held here on the 26th inst. (for the convenience of our General Director).

The Russian East Asian Steamship Company, who were not satisfied with the failure of the negotiations in Petersburg, will probably take this opportunity to send a representative here and submit the proposition to us to co-operate with it against the bankrupted Vol-
8405 unteer Fleet.

The R. E. A. Co. (R. O. D. G.) has every reason, in view of their financial condition, which is more than shaky, to secure for themselves a "life insurance" for the future through connecting with the continental lines. We will have to make our conditions accordingly.

I will not fail to keep you further posted in regard to the result of these negotiations.

With best regards, and thanking you,

Respectfully,

PLETTENBERG.

8406

Petitioner's Exhibit 776.

8407

Translation.

Per SS "Kronprinz Wilhelm"

New York, March 21, 1908.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your cable of the 20th inst.:

"Unklarer (advance outward to * * *) Express advocates ($36)" and have carefully noted contents and changed our price list accordingly. 8408

Respectfully,
OELRICHS & CO.

8409

8410 **Petitioner's Exhibit 777.**

Translation.

New York, March 23, 1908.

North German Lloyd,
Central Bureau
Bremen.

Gentlemen:

We confirm our respects of the 13th inst. regarding rumors relative to the despatch of SS "Volturno" of N. Y. and Continental S. S. Co. in the Passenger
8411 Service and hand you enclosed an article which appeared in the Journal of Commerce on the 21st inst. with further information regarding the alleged introduction of a passenger service between New York, Hamburg, Rotterdam and Halifax on the part of the New York & Continental S. S. Co. We are, Gentlemen,

Yours very truly,
OELRICHS & CO.

Petitioner's Exhibit 778.

8412

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Mar. 24, 1908.

Advance outward rate New York regular Baltimore Galveston $27. inform A. Sch. & Co. Holt. To meet competition Russian and New York Continental lines, you must adopt their rates for our New York regulars if in direct competition with them.

Petitioner's Exhibit 779.

8413

Translation.

S/S "St. Louis"

New York, March 27, 1908.

North German Lloyd,
Steerage Department,
Bremen.

We beg to acknowledge receipt of your cable of the 24th inst.:

"To meet summerbett (competition) Rus-
"sian and New York Continental Lines havul- 8414
"adopt (havuzadopt?) (you must adopt) their
"rates for our New York regulars if in direct
"summerbett (competition) with them."

and confirm our answer of the same day:

"Camouflet (Refer to your telegram 24th
"inst.) frailness (we propose to reduce) fool-
"hardy (eastbound steerage rate) Barbarossa
"awnings (April 9th) against Volunteer awl-
"wort (April 8th) Seydlitz azarole (April
"23rd) against volunteer azalea (April 22nd)
"Luetzow baalism (April 29th against Asiatic)
"babyish (May 2nd) bezoar (do you agree) 8415
"bibacious (do you wish us to) follow Volun-
"teer Asiatic down gybimofico (if they reduce)
" further Russian steamer Saratow avowant
"(March 25th) full haoroivo (we shall re-
"ceive) probably excess for Main;"

our cable of the 25th inst.:

"Calipash (Refer to your telegram 24th
"inst.) Saratov groupe (has sailed) tripudiary
"(1000) subacid (15) feverish steerage pas-

8416 *Petitioner's Exhibit 779*

"sengers) excess about taxicorn (300) trans-
"ferred Asiatic Estonia awesome (April 1st)"

and acknowledge receipt of your cable of yesterday:

"Camouflet (Refer to your telegram 24th
"inst.) Russians unapparent (we accept your
"proposition) follow reductions,"

and shall fix the steerage rate for SS "Barbarossa" at $24 and send out circulars immediately. We do not think it advisable to publish the reduced rate for the later steamers just yet, as no bookings for them have
8417 yet been made, and remain

Respectfully,

OELRICHS & CO.

8418

Petitioner's Exhibit 780. 8419

Translation.

New York, March 30, 1908.

Baron von Plattenberg,
Steerage Dept.,
Bremen.

Dear Mr. von Plettenberg:

I am in receipt of your favor of the 18th inst., contents of which I have noted and thank you for the statement of the Pool status. I hope that the negotiations with the Russian East Asiatic S. S. Co. will be 8420
successful and am anxious to hear whether they will lead to an alliance against the Volunteer Fleet.

The increase in the express steamer rate to $40 and of the regular steamer rate to $31 has surprised me somewhat. I suppose, however, that our large figures recently have occasioned a change in the pool situation. Nothing further has developed regarding the possible further reduction of the Volunteer Fleet against our reduction of $24 on SS "Barbarossa" April 9th. With best regards.

Yours very truly,
GUSTAV H. SCHWAB.

8421

8422 **Petitioner's Exhibit 781.**

Translation.

Per "Kaiser Wilhelm II"

New York, March 30, 1908.

North German Lloyd,
Steerage Department,
Bremen.

We beg to acknowledge receipt of your telegram of today:

8423 "Unlavished (advance Prepaid rate to) New York Express advoutry ($37.) New York regular Baltimore Galveston adverbial ($30.). —Unklagbar (Advance outward rate to) New York Expressaeromancy ($40.) New York regular, Baltimore Galveston adversely ($81.) Longicorn (inform Messrs. A. Schumacher & Co. Baltimore) Holt.—This scurpaises (will not interfere with) special sommerbett (competition) unkissing (outwards) calipash (refer to our telegram of 24th inst.)."

We took notice of the increase of the Prepaid and Outward rates, and have communicated same immediately by telegram and letter to Messrs. A. Schu-
8424 macher & Co., Baltimore and Alfred Holt, Galveston—

We also noted that this increase of the outward rates does not cancel the special rates for our mail steamers from here (authorized by your telegram of the 24th inst.) if they compete directly with the steamers of the Russian Volunteer Fleet, the Russian East Asiatic S/S Co. or the New York & Continental Line.

Respectfully,

OELRICHS & CO.

Petitioner's Exhibit 782.

8425

Translation.

New York, April 3, 1908.

North German Lloyd,
Central Bureau,
Bremen.

Gentlemen:

We beg leave to acknowledge receipt of your valued favor of March 20th, contents of which have had our attention, regarding a second doctor on board our steamers with more than 1000 passengers.

8426

For the departure of SS "Seydlitz" April 23rd from here, we shall take the rate of the Volunteer Fleet, whose steamer sails on April 27th. The "Seydlitz" on that day meets the competition of the "Kaiserin Augusta Victoria" with a rate of $38 and on April 22nd, that of the "Staatendam" with a rate of $37. As the "Seydlitz" presumably will have quite a number of passengers although we cannct be sure that there will be more than 1000 passengers, we consider it safer to cable you yesterday to forward a second physician on the "Seydlitz" and confirm our cable to that effect, reading:

> "Refer to your letter 20th ult. we consider it advisable to arrange for two doctors Seydlitz."

8427

We are, Gentlemen,

Yours very truly,

OELRICHS & CO.

8428 **Petitioner's Exhibit 783.**

Translation.

S. S. Philadelphia.

New York, April 3, 1908.

North German Lloyd,
Passenger Department,
Bremen.

We confirm our telegram of the first inst:

"Estonia" sailed awesome (April 1st) tri-
"gasion (1050) steerage excess (360) rientrasse
8429 "(forwarded on the) Petersburg Vawlwort
"(April 8th),"

in which we told you that the steamer "Estonia" of the Russian East Asiatic S/S Co. sailed on the first of April with 1050 steerage passengers, and left back an excess of 350, which will be shipped per S/S "Petersburg" of the Volunteer Fleet on April 8th. We hear now that a part of the excess has been transferred from the "Estonia" to the White Star Steamer.

Up to now, both Russian companies and the Continental Lines have not reduced their rates, and a reduction has not as yet been necessary for these lines, as they were completely booked.

8430 If the present rush continues, the question will arise whether we shall also reduce the rate for the "Seydlitz," April 22nd, which we have not as yet published, to $24, if the steamers which we are fighting are filled without this. At the beginning of next week we hope to be in a position to judge better how the Eastbound business will develop, and must then decide what measure we shall take.

We remain,

Respectfully,

OELRICHS & CO.

Petitioner's Exhibit 784.

8431

Translation.

S/S Lucania.

New York, April 7, 1908.

North German Lloyd,
Passenger Department,
Bremen.

We confirm our favor of the 3rd inst. and our telegram of the 4th inst:

> "Johnson General Agent Asiatic opposeras (issued their circulars) allowing agents book 8432
> Re d'Italia awnings (April 9th) weganlage (Trieste) Walzhuette (Fiume) adpreseed (23) Oderberg Basel adroitly ($24) Krakau Wien adulations ($25) Budapest adultery ($26) Agram advantage ($28) fustilug (a commission of $3) soupeser (instructions) draw orders on Asiatic blancs Johnson also General Agent Scandinav and Subagent gentlefolk (British Lines)."

which we sent you for discussion with the Hamburg American Line.

Messrs. A. E. Johnson & Co., the General Agents of the Russian East Asiatic S/S Co., are at the same 8433
time General Agents of the Scandinavian-American Line and Agents of the English Lines. We have advised the English Lines of the action of Messrs. A. E. Johnson & Co. and received the assurance from them that A. E. Johnson & Co. have withdrawn the objectionable circular. To what extent this has been done we can not as yet state. It is said that for the "*Re* d'Italia" Mr. Conti has booked 500-600 passengers too many.

8434 *Petitioner's Exhibit 784*

Meeting was convoked by the Cunard, I. M. M. Co., Anchor, Fabre, Sicula, French, Spanish, Austro-Americana, Hapag and ourselves for yesterday, to organize the Mediterranean conference, Eighth Series, not with the intention to undertake a reduction in rates, neither to control the commission of the agents, but because it seemed important to continue the conference among the non Italian Lines, in order to receive, in a favorable position, possible advances of the Italian Lines, who have expressly announced their withdrawal from the conference, and also, through a
8435 reorganization of the Conference, to place the Lines standing together, in the position of adopting mutual and uniform measures against the insurgents, and make an impression upon them.

In yesterday's Meeting of these Lines, in which the Mediterranean Conference was reorganized in this manner, the situation was discussed and the list of the steamers, to sail in the near future, taken up. It was the general opinion that a temporary continuation of the low rates was offered to exert a moral pressure on the Italian Lines who obviously, as far as we can observe, were surprised and very unpleasantly so, by the sudden reduction.

The proposition was made us today on the part of
8436 Messrs. C. B. Richards & Co. to fix the rate for the Volunteer Steamer "Kherson" April 22nd from here, and for the steamer of the Continental Line "Avoca," April 23rd from here, to $30, if the Hamburg American Line and we were also willing to increase our rates for our two steamers, under the assumption that the H. A. Line would otherwise make a lower rate.

On the one hand, such an advance, seems very desirable in view of the large number of returns, which will very probably continue for the next two weeks, on the other hand it should be our aim to keep the rate for the Russian East Asian Steamship Co. and the Russian

Petitioner's Exhibit 784

Volunteer Fleet as low as possible and reduce their proceeds, if possible. We cabled you today as follows:

> "Zweepriem (C. B. Richard & Co.) schulweges (intend to) adopt foolhardy (eastbound steerage rate) adverbial ($30) Volunteer 'Kherson' azalea (April 22nd) Continent 'Avoca' agarole (April 23) if we Hapag advance similarly bindeth (shall we) continue adroitly ($24) 'Seydlitz' azarole (April 23rd)."

and await your reply.

We remain,

Respectfully,

OELRICHS & CO.

8440 **Petitioner's Exhibit 785.**

Translation.

Bremen, April 13, 1908.

My dear Mr. Schwab:

I confirm with thanks, your esteemed favor of the 30th ult., contents of which I have duly noted.

I enclose herewith statement in regard to the last Pool status.

The Russian East Asian has not as yet replied, and we, therefore, find ourselves forced to fight them further in the pool.

8441 The advance in the express steamer rate to $40 and the mail steamer rate to $31, which surprised you, occured in agreement with the parties of the newly organized Atlantic Conference, for the reason that now, after an understanding has been reached between the English and Continental Lines, there was no further reason to take lower prices. It is therefore, an increase which was made outside of the pool, but within the Atlantic Conference.

In order, however, not to provide the competing lines (especially the Russians) with too great an advantage, we have decided to meet this competition with certain steamers and specially low rates and have de-

8442 termined in this connection, to compensate the lines involved, that are forced to take a very low fighting rate with a steamer on the part of the Atlantic Conference. We have not as yet agreed on the manner of this compensation, but for the present simply resolved that such a line will be reimbursed for the difference between the fighting rate and the normal price of the parties of the Atlantic Conference pro rata their participations.

With best regards,

Gratefully yours,

PLETTENBERG.

Petitioner's Exhibit 786.

8443

Translation.

SS "Kronprinzessin Cecilie."

New York, April 13, 1908.

Administration of the North German Lloyd,
Steerage Dept.,
Bremen.

We confirm our cable and our favor of the 7th inst. and acknowledge receipt of your cable of the 10th inst:

"Cambered (Refer to your telegram 7th inst) follow advance Russians" 8444

to which we replied on the same day:

"Cambium (Refer to your telegram 10th inst) zweepriem (C. B. Richard & Co.) adopted foolhardy (eastbound steerage rate) adultery ($26) volunteer (Kherson azalea) (April 22nd) but fustilug (a commission of $3) to adamant ($5) haorounglu (we shall take) adroitly ($24) fusileers (commission of $2)."

and received your esteemed cable today:

"Cambrium (Refer to your telegram 10th inst) hahevabore (we agree) unkissing (advance outward to) adroitly ($24) hebdomadal (S/S "Seydlitz" substituted for SS....) (Wir nehmen an dass Sie irrtuemlicherweise das Wort "Hebdomadal" statt "Ichneumon" (SS "Seyditz") (benutzten) azarole (April 23rd)." 8445

in regard to the steerage rates for SS "Seydlitz," April 23rd.

We assume that your cable of today signifies that you consent to the Rate "adroitly" ($24) for SS "Seydlitz" April 23.

8446 *Petitioner's Exhibit 786*

Messrs. C. B. Richard & Co. inquired of us whether we would eventually follow them, if they were to increase the rate for SS "Kherson" April 22nd, and "Avoca" April 23rd to $30. In the interim Messrs. C. B. Richard & Co. fixed the rate at $26, but with a commission of $3 to $5. As at a rate of $26 with $2 Commission we would not effect our end of making the business unprofitable for these two steamers, we consider it advisable to maintain our present rate of $24 for SS "Seydlitz" April 23rd, and gladly note that you agree to this.

We remain,

8447 Respectfully yours,

(Sig.) OELRICHS & CO.

8448

Petitioner's Exhibit 787.

8449

Translation.

SS "Lusitania."

New York, April 14, 1908.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

The high rate of $40 has now been applied to the "Kronprinzessin Cecilie" and we therefore, added the following words to our today's cable wherein we announced the departure of the steamer:

8450

"Fontanges (Eastbound rate) aeromancy ($40) vloersteen (too high) money box (under present circumstances)."

Under the prevailing conditions the high rate does not attract the steerage passengers and the decrease in the east-bound returns, which is to be expected, first makes itself felt in the high prices.

We remain,

Respectfully yours,
OELRICHS & CO.

8451

8452 **Petitioner's Exhibit 788.**

Translation.

Per "Kronprinz Wilhelm."

New York, April 20, 1908.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

We confirm our favor of the 14th inst. and our cables of the 15th inst:

8453 "Calendula (refer to our telegram of 14th inst.) hunchback (Kronprinz Wilhelm) axstone (April 21) finochio (Steerage eastbound) unbaendig (prospects are poor) unificassi (present rate) Experience shows fougasse (reduction of outward rate) increases business moneybox (under present circumstances) buddhistic (we await instructions)."

and 17th inst.

"Calenture (refer to our telegram of 15th inst.) hunchback (Kronprinz Wilhelm) axstone (April 21) finochio (steerage eastbound) unattire (prospects are improving)."

8454 whereupon we received today your cable of yesterday:

"Sufflamini (in case you consider necessary) masurianum (authorize you to) unklarer (reduce outward rate to) express by actionists (3) to adamant ($5) cable pygomolge (what are you doing?)."

The firm advices for SS "Kronprinz Wilhelm" amounted to about 380 heads up to noon, and under these circumstances the steamer will probably sail with not more than 500 heads. Our agents confirm that the high $50 rate was an obstacle, and we, therefore,

Petitioner's Exhibit 788

consider it in your interests to avail ourselves of your authorization and will reduce our rate to $37 for fast steamers. We are cabling you this with the words:

> "Camions (refer to your telegram of 19 inst.). Namesake (we shall adopt) u advoutry ($37) express."

We also confirm our inquiry of the 15th inst:

> "Bibacious (do you wish us to) continue following fontanges (eastbound rates) Volunteer Eastasia bechamel (next month—May)?"

and await your reply to this.

We beg to call your attention to the fact that the representatives of the Russian Volunteer Fleet and the Russian East Asian Line allow here $3 to $5 commission, according to the standing of the agent, so that we and the Hamburg Lines, even at equal rates, are at a disadvantage with the Russian Lines.

Respectfully,

OELRICHS & CO.

8458 **Petitioner's Exhibit 789.**

Translation.

Per SS "Kronprinz Wilhelm."

New York, April 21, 1908.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

We confirm our favor of yesterday per SS "Kronprinz Wilhelm" as per the enclosed copy and take the liberty of correcting a small typographical error that
8459 occurred in the second paragraph. The sentence: Our agents confirm that the high "$50 rate" should, of course, read "$40 rate."

Respectfully,
OELRICHS & CO.

8460

Petitioner's Exhibit 790.

8461

Translation.

New York, April 21, 1908.

Baron von Plettenberg,
Steerage Dept.,
Bremen, Germany.

Dear Mr. von Plettenberg:

I beg leave to acknowledge receipt of your favor of the 13th inst. and thank you for the statement of the pool status. I regret very much to learn that nothing has been heard from the Russian East Asiatic Fleet 8462
and that, therefore, the fight against this line must be continued.

The high rate of $40 for our express steamers has, according to our experience, retarded the movement eastbound on these steamers and restricted it, and as per your message of the 19th inst., we have reduced the express steamer rate to $37. We hope that this rate will have the desired effect.

We have not yet received a reply to our inquiry as to how we should act toward the two Russian lines during next month. I am, with best regards,

Yours very truly,
GUSTAV H. SCHWAB

8463

8464 **Petitioner's Exhibit 791.**

Translation.

Bremen, April 27, 1908.

My dear Mr. Schwab:

I confirm, with best thanks, your kind letters addressed to me of April 13th and 14th, as well as your official favor of April 7th and 10th, addressed to the Passenger Department; also your communication to the Central Office of April 13th and finally the letter to my department of April 14th.

Furthermore, I enclose herewith two pool state-
8465 ments for your information.

It is noteworthy in the later of these two statements that we have reduced by round 1000 passengers from our high eastbound minus, so that, if the transportation continues as favorable in the near future, we have prospect of cancelling our eastbound minus entirely.

Westbound the prospects are, it is true, not as favorable, where our continually increasing minus gives evidence that it would be difficult for us to obtain our pool participation. This can be traced primarily, however, to the steamers of the Red Star Line and the Holland America Line, which are so much better
8466 equipped, and also to the new steamers of the Hamburg America Line, and, not least, to the continual price difference of M.10 against Hapag, which plays a very important part at the present time, when passengers are rare and do not possess much money.

I am just at work compiling a statement of the reasons for the decrease in business and, therefore, I would first of all, mention the equipment on our steamers, for which theme your various letters in the question of competition in the Mediterranean business supply me valuable material.

Petitioner's Exhibit 791

I am convinced that we must improve our steamers in some way; above all, give the steerage passengers an opportunity to dine at tables and cancel the previous arrangement that they must get their meals themselves from the kitchen. 8467

Next, an arrangement in connection with board, which would conform more to the taste of the individual nationalities would be very desirable and finally, the further extension of the stores, which have already been introduced on most steamers, where steerage passengers can buy special viands, without being taken advantage of and where an illegal purchasing from the crew is avoided. 8468

Last of all, however, I should suggest placing the prices on the same basis as Hapag, because I am of the opinion that we are no longer justified in too strongly taxing the favor with which our line is regarded by emigrants, who have in the meanwhile been sufficiently enlightened by the advertising of the competition, by demanding a price that is 10 Mark higher, entirely aside from the fact that many measures of the Hamburg American Line, aiming at the influencing of passengers, who have already been booked by us, in their favor, lose all effect with the introduction of a similar price.

The effective campaign against the New York and Continental Liner "Volturno" pleased me greatly; unfortunately, however, we could not agree in regard to the amount of the allowance on the part of the Pool in war rates and could, therefore, adopt no war measures against the "Avoca" which sails tomorrow. 8469

The result with the "Seydlitz" was also very pleasant, especially the unusually high proceeds of this steamer.

No agreement has as yet been reached in a regard to a mutual action of the Lines in the Mediterranean business. Mr. Crespi, the General Manager of the

8470 *Petitioner's Exhibit 791*

Navigazione Generale Italiana—as you could not come to any arrangement on the other side and as the Lloyd was the attacking party by reducing the prices—requested General Manager Ballin to exert his influence to effect an agreement (Pool) with the Lines in question here; the replies, however, which General Manager Ballin received in response to his endeavors, almost all amounted to one thing: the negotiations were useless, for the Italian Lines would never take the guarantee that a line not included in the pool do not appear upon the scene and make the agreement visionary.

8471 All the data is again being compiled and will be sent us within the next few days, so that the last word has as yet not been spoken in a matter that otherwise seems rather hopeless. Should further negotiations still be entered into, your proposition will be submitted for consideration.

It is regrettable that at a time, when passengers are so rare, we should be forced to transport the few, that we receive, at such ridiculously low rates; but there is still another shadowy side to this matter: the Italian lines have taken serious steps to attract passengers from the eastern countries of the Continents, from the Balkan, Hungary, Galizia, etc., partly because they do

8472 not find sufficient passengers in Italy, partly perhaps also to make the remaining Continental Lines, whose chief business leads over northern ports, more pliable.

This is a very serious question for us, as you can conceive, for the passengers are greatly attracted by the unproportionately low rates of these lines to the Italian ports, if advertised seriously, and are thus lost to us.

We are advised through a notice of the Hamburg American Line that the New York and Continental Line has obviously decided to land their passengers of SS "Volturno" in Rotterdam rather than in Hamburg,

Petitioner's Exhibit 791

8473

this, it would seem at least, is to be construed from the fact that the Hamburg shipper Wolff, who was offered the despatch of the passengers, but who, like all other Hamburg shippers, refused the same, was requested on the 22nd inst. to send the ship lists received to Landy in Rotterdam.

I remain, with best regards,

Gratefully yours,

PLETTENBERG.

8476 **Petitioner's Exhibit 792.**

Translation.

SS "Deutschland"

New York, April 29, 1908.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

We beg to acknowledge receipt of your cable of today's date:

"Calcify (refer to our cable 24th ult) Cancel special sommerbett (competition) unkissing (outward 8477 rates)"

and, referring to our cable of the 22nd inst:

"Calenture (refer to our telegram 15th inst.) smortore (Russian Volunteer Fleet) Moskva baccated (May 6th) Saratov background (May 20th) waschlauge (from New York) withdrawn"

as no steamers were sent out by the East Asian Company and the Russian Volunteer Fleet in May, made no reduction in our regular eastbound rate.

Respectfully,

OELRICHS & CO.

8478

Petitioner's Exhibit 793. 8479

Translation.

Cable from Oelrichs & Co.

May 2, 1908.

Lloyd Bremen.

Refer to your telegram of 29th ultimo; New York and Continental Line Avoca sails May 5th Jelunga May 9th, Eastbound steerage rate $23.—Commission $4.—and more; strongly recommend meeting this competition.

8480

8482 **Petitioner's Exhibit 794.**

Translation.

Per "Kaiser Wilhelm der Grosse"

New York, May 4, 1908.

Management of the North German Lloyd,
Passenger Dept.,
Bremen.

We hand you enclosed Continental Conference Minutes No. 172, Meeting of April 30th, for your information.

8483 Several differences occurred during the last few weeks between the Lines in regard to the handling and execution of the Conference rules, which were partly due to misunderstandings, partly to the fact that the representative of the Cunard Line had not had a representative at the Meetings, and, therefore apparently was not fully informed in regard to the situation. It was necessary to adjust these differences in order to attain uniform action on the part of the Conference Lines in executing the conference rules against the competition, which is making itself felt, of the Italian Lines and the Russian, as also New York and Continental Lines. As you will note from the visits, the representative of the Cunard Line was successfully

8484 induced to adjust the various controversial points—with exception of Zotti matter, regarding which we will shortly write you in a separate letter.

Very truly yours,

OELRICHS & CO.

Petitioner's Exhibit 795.

8485

Translation.

Bremen, May 4, 1908.

My dear Mr. Schwab:

I thank you for your valued favor of April 21st last. *Competition of Mediterranean Lines:* We have already partly given you our views by cable and have telegraphed in the same matter to the parties to the pool on May 2nd.

"Consider fighting Italians through Cunard Fiume, possibly Austro, rather serious, for if not at the same time sufficient cheap transportation facilities to northern ports, travel will be still further forced into undesirable irregular channels. Recommend carry on fight, if necessary by means of increase cheap departures to northern ports. At the same time with Conference Lines reduce for direct Italian Service to $10 —against compensation on part of pool of $5. Request instructions."

8486

I am of the opinion that we must avoid to draw continental travel still further to the south by the reduction of the prices of Cunards Fiume service with attending compensation to these Lines. It would be better to reduce the northern rate in order to damage the Italian business, which now has a tendency to extend to the Continent, in this manner. The Austro-Americana in my opinion, does not come into consideration. With them the section of Paragraph 21 of our Agreement (N) is applicable, reading as follows:

8487

"For the voyage to Adriatic ports and eastbound steerage rate is to be fixed for the Austro-Americana until further notice, which is $2 cheaper than that of the Cunard Line for the same ports and not higher than the lowest eastbound rate of the two German companies."

Petitioner's Exhibit 795

8488

Doubtless it is an extraordinarily serious matter with which we are just now confronted and the sorry part of it is that all lines interested therein assume an apathetic and uninterested position in spite of the approaching danger.

We meet with the same experience in the *Competition of the New York and Continental Lines.* In this fight we cannot agree upon a method of compensation for war rates, as you will see by the inclosed letter written by us to the parties to the pool.

It is much to be regretted that the good opportunity is again missed. I will keep you posted regarding the

8489 answers of the parties.

Pool Status: Enclosed is a statement of the status of the N. D. L. V. of May 1st.

Faithfully,

PLETTENBERG.

8490

Petitioner's Exhibit 796.

8491

(Letter Inclosed in Preceding.)

Translation.

Bremen, May 4, 1908.

Mr. H. Peters,
Jena.

After having transported about 4700 passengers eastbound to the end of April at war rates without compensation by the pool, and in the interim also become a plus party in the N. D. L. V. Pool, we cabled New York not to place further steamers at war rates for the present.

8492

We greatly regret that the parties have not as yet come to any agreement in regard to a method of treatment, that would be generally enforced, of passengers booked at war rates. The present mode, according to which each party makes special demands for each case, without any certain, generally recognized principle, and in regard to which an agreement can only be reached with great difficulty owing to the essential differences in opinion, can, of course, not lead to any result. We must particularly regret that after we have made such exceptional sacrifices, other parties, and not only plus parties, do not hesitate to demand the full difference. If the fight against the competition eastbound is to be conducted emphatically and with the

8493

prospect of success, it is absolutely necessary that the parties agree upon some certain mode of action. We give below, in summary, the various propositions to be considered, and request that the Continental Lines give their opinion of the individual propositions, so that it may be determined on what basis there is most prospect of reaching an agreement.

(1). The war rates must exclusively be applied by those minus parties, who do not receive any special compensation for it. The steamers, which must be expedited at war rates, are designated at least 14 days

8494 *Petitioner's Exhibit 796*

in advance, eventually by a resolution of the majority, whereby that steamer shall be selected of several which are available, belonging to the largest minus party or the sailing date of which approaches most closely to that of the competition. The circumstance, that the respective party has in the meanwhile become plus party, does not release them from the obligation, to carry out the sailing contemplated at war rates without compensation.

The parties, in this manner, would alternate in applying the war rates, and no one party would be occasioned any special advantage or benefit. Of course,
8495 the English Lines also, as far as they are minus parties, would co-operate. This may not seem very desirable from the standpoint of the Continental Lines, but as the extent of the Scandinavian/British return passengers cannot be increased artificially, the English Lines will have to carry a greater number of Continental eastbound passengers this year under the pool, all the more so as the transportation of Italians and Orientals for the American and White Star Line can only be taken into consideration to a slight extent until further notice.

(2). The steamers, which are to fight the competi-
8496 tion, will be designated by a resolution of the majority at least 14 days in advance. The respective party—regardless of whether plus or minus—will be granted a compensation for applying the war rate, which will be based on the average of the eastbound steamer rate of the 4 N. D. L. V. Lines and which shall be $2 per adult lower than the difference between this average rate and the war rate to be applied. If the rate of the respective party is lower than the average of the mail steamer rate of the 4 N. D. L. V. Lines, the respective party will be reimbursed only with the difference between its own rate and the war rate, less

Petitioner's Exhibit 796 8497

$2. A party, that exceeds its participation in the pool by 20% or more, cannot be forced to carry the war rates.

(3). The very practical proposition of Americano's: Under all circumstances only mail steamers—not express steamers,—shall be resorted to in applying the war rates.

Should difficulties arise on account of the large difference in the position of the individual Continental Lines in the N. D. L. V. Pool and the General Pool, the situation will be explained to the English Lines and they will have to be advised that the N. D. L. V., 8498
according to the status of conditions in the General Pool, must be considered as a party, of which those lines are to be regarded as Minus Parties, who are short in the N. D. L. V.

As soon as the parties have agreed on a certain principle, it will, we hope, also be possible to come to an agreement in regard to the question of treatment of the passengers who have been transported at war rates. In order to gain a better view, we submit a statement of the passengers who have hitherto been carried at war rates, as far as we have been able to follow same.

8499

Lloyd.					
April 9, SS "Barbarossa"	2286	Pass.	Reg. Rate $31	War Rate $23	Compensation —
April 11th. Frankfurt	770	"	"	"	—
April 23rd. Seydlitz	1943	"	"	24.@	$5
April 31st Lutzlow	1624	"	"	24	—
Hapag.					
April 14th. SS. "Pretoria	2327	"	34	23.@	7
"Grant" abt.	600	"	28	24	—
Nasm.					
April 8th, SS "Potsdam"	325	"	34	23	—
April 15th "Noordam"	434	"	34	23	—

(We would request you to kindly complete this list, if not entire).

Petitioner's Exhibit 796

8500 We just received Star's proposition, reading:

> "If a line, in conjunction with the other lines, uses a steamer in competition against a steamer of a line, not allied, at a war rate, the A. C. Lines reimburse it pro rata its percentage for such passengers per head (not adult) the difference between the regular rate and the war rate if the line is Plus during the week of the sailing of the steamer. If, however, it is Minus that same week, one-tenth will be deducted from this difference for every week percentage
8501 started, which the line is short in its transportation. Westbound Transat and Austro are also interested, eastbound Transat alone."

We cannot find favor with this proposition, for according to our explicit and, up to now, unrefuted representations (R. 3322 and 3343) a difference between minus and plus parties is not justified, and the reimbursement of the entire difference, especially to plus parties, is extremely questionable. Just the Plus parties gain many more passengers by carrying the war rate than the Minus parties, because, on basis of their regular rate, they can attract but few passengers, whereas the Minus parties, receive a larger number of
8502 passengers on basis of their regular rates. The larger the profit from passengers is for the respective line, the greater is its direct benefit from the transaction, for thereby its pool status is improved to such an extent, that it receives a very great plus and is freed for a long period from the possibility of becoming a Minus party and therewith receiving a smaller compensation. Simultaneously, however, the respective party will advance its regular prices in conformity to its increasing plus, and the difference to be reimbursed this line would accordingly always become larger, or the re-

8503

spective line would have to withdraw entirely for the purposes of the competition. The reimbursement of the full difference to Minus parties would, rather, be much more justifiable, first on account of the smallness of the difference in itself, and then, because the prices of the Minus parties are arranged so, or, at request must be so fixed, that the respective parties, merely on basis of their regular rates, can attract a larger number of passengers. On basis of their regular rates Nasm and Star now receive on an average about 150 to 200 passengers per steamer, with the result that they are slowly coming out of their plus.

8504

If these parties adopt the war rates, with full reimbursement of the differences, they will increase their transportation about ten times and they can conveniently retain their high rates, without needing to fear that they will recede from their high plus in the near future. This would be no healthy condition and therefore we cannot accept the Star proposition. Otherwise, we are prepared to investigate every fair proposition. We would recommend the Nasm proposition as the best solution of the question.

Respectfully,

8505

8506 **Petitioner's Exhibit 797.**

Translation.

Cable from Lloyd to Oelrichs & Co., May 5, 1908.

It is proposed by Atlantic conference disqualify all agents handling continental business to Medit. Lines. Telegraph your opinion.

Petitioner's Exhibit 798.

8507 *Translation.*

Cable from Oelrichs & Co.

May 5th, 1908.

Lloyd, Bremen.

Refer to your telegram of 5th instant, Proposal already met and agents violating rules by booking Continental business Mediterranean lines being disqualified; refer to Continental Conference rules minutes.

8508

Petitioner's Exhibit 799.

8509

Translation.

Bremen, May 5, 1908.

Messrs. Oelrichs & Co.,
New York.

We just received your Cable, from which we note that you have reduced the eastbound rate to Italy to $10, beginning with SS "Friedrich der Grosse" May 16th. We trust that this measure will be attended with the success contemplated by you, but cannot quite cast out the fear that this reduction, which aside from everything else, imposes material hardships upon us, will actually turn out to be a false move. Our "Koenig Albert" sailed from the other side on May 2nd, on the basis of a $15 rate, with 1473 steerage passengers, that is, therefore, almost to its utmost capacity. Likewise, to judge from the advices received here, the steamers of the allied Italian Lines were very heavily engaged, if not entirely during the last weeks. Through the rate reduction, therefore, we will not be able to take from the Italian Lines a material number of passengers, in case the returns-home, continue to the present extent, which is particularly probable in view of the prompt response of the Italian eastbound business to every rate reduction, inasmuch as we lack the requisite space. Under these circumstances we do not consider it at all impossible that the Italian Lines continue their present rates to Italy and without sacrificing their Italian business to any extent worth mentioning, if only to retain sufficient space for the transportation of continental passengers.

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Of course, we do not doubt that you have considered all these points and discussed them with the other lines that are interested, before making the reduction, and we, therefore, refrained from cabling you contrary instructions as you know conditions on the other side better than we.

Petitioner's Exhibit 799

8512 As you will have seen from our today's telegram, the majority of the Atlantic Conference Lines has in the meantime advocated that all those agents in America shall be disqualified by the Atlantic Conference Lines, who book continental passengers for Italian Lines or are in any way active for outsiders. Such a measure, if it can be carried out under the conditions prevailing there, would certainly constitute a very effective and, at the same time, inexpensive weapon. We are afraid however, judging from previous experience, that this idea, which is very true theoretically, cannot be carried out practically, and if you are convinced of
8513 it, it would undoubtedly be more advisable not to start it at all, as the prestige of the Lines is badly injured by unsuccessful measures.

We would thank you to kindly give us your detailed opinion in regard to the prevailing situation, as the termination of the present fight will undoubtedly not occur in the very near future.

Respectfully,
NORTH GERMAN LLOYD,
Dept. (Steerage),
per Freyer.

8514

Petitioner's Exhibit 800. 8515

Translation.

Per "Kronprinzessin Cecilie."

New York, May 9, 1908.

Management of the North German Lloyd,
Passenger Dept.,
Bremen.

We hand you enclosed Continental Conference Complaint Committee Report No. 154, Meeting April 17th, for your information.

The report hardly requires a detailed explanation. As you will note from the same, strict measures were taken against the agents who, despite the conference regulations, had obtained continental passengers for the Italian Lines and supported them in any manner whatsoever, and further measures were also taken to meet the competition of the latter. In judging of how far these measures can be applied, the large territory, the very great number of agents, to be controlled, and, not least, the perhaps even greater number of petty agents or persons, who would like to conduct an agency or sell tickets, and who are excluded on account of their practices,—and therefore are at the service of the lines who do not belong to the conference—must be considered. 8516 8517

Respectfully,

OELRICHS & CO.

8518 **Petitioner's Exhibit 801.**

Translation.

New York, May 22, 1908.

Baron von Plettenberg,

Steerage Dept.,
Bremen.

Dear Mr. Plettenberg:

I am in receipt of your favor of the 4th inst. contents of which I have noted. Under the circumstances and as you doubt the advisability of opposing the
8519 Italians through the Cunard and Austro-Americana, it would seem to me that an effective competition against the Italian Lines, New York-Continental Line, Russian E. Asiatic Co. and the Russian Volunteer Fleet (all at one time) could best be brought about by a uniform reduction of the eastbound rate of all Pool Lines to the North. This would at the same time again stimulate the eastbound movement, which seems gradually to be falling off under the high prices. The fruitless discussions regarding compensation for fighting rates would thereby be eliminated.

In the Italian business the great reduction in the eastbound rates has extraordinarily increased the east-
8520 bound movement. The Italian Lines have booked so many Continental passengers at their reduced rates, that they have now become embarrassed, as the Italian commissioners insisted that the *Italian* passengers should be accommodated first on board the steamer. This was the reason that the Italian Lines increased their rates to $20 (with $4 to $6 commission). The Hamburg American Line followed with $20, and $4 commission; the Anchor Line also; the White Star, $20, with $3 commission for the "Romanic" May 30th from Boston. We have fixed the rate for the "Koe-

Petitioner's Exhibit 801

8521

nigin Luise" previous to the increase in the rate, at $15, with $2 commission and shall await further developments for later steamers.

I am much obliged to you for sending me statement of the pool status and with best regards, remain

Yours very truly,

GUSTAV H. SCHWAB.

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8524 **Petitioner's Exhibit 802.**

Translation.

Per "St. Paul."

New York, May 22, 1908.

Management of the North German Lloyd,
Passenger Depart.,
Bremen.

In reply to your today's cable:

8525 "Bailages (Prinz Friedrich Wilhelm, June 25) biflorous how many are there?) finespun (First Cabin) fingers (Second Cabin) steerage, Drahtantwort?"

we cabled you:

"Bailages (Prinz Friedrich Wilhelm, June 25) flashily (first cabin is full) fingers (Second Cabin) tabbying (118) engaged; Steerage uncertain, expect present imparteth (high rates) will diminish eastbound movement"

and now confirm this.

8526 As can be perceived from our advices, "Prinz Friedrich Wilhelm," June 25th from here, has been fully engaged for the first trip since several weeks. I. and II. Cabins are at present booked with 118 passengers, but we also expect to fill the steamer here.

Regarding the steerage number, under existing conditions it is difficult to make any calculations such a long time ahead. The passenger list of the last two weeks seems to indicate that the present high prices (our fast steamers $37, our mail steamers $31 and the other lines proportionately) obstruct the movement from here. There is undoubtedly a large number here who would return to the other side on account of the

8527

labor conditions here, but they cannot pay the present high rates. This is also shown in the increased number of passages from here which were bought from you during the last weeks, and also in the number of continental passengers, who have taken the Italian Lines, attracted by the low rates. A general reduction of the steerage rate on the part of all the northern lines would undoubtedly inject some life immediately in the returns and help business; at the same time, in our opinion, this would also result in injuring the competition of the Russian, the New York & Continental Line, and, not least, the Italian Lines.

8528

Respectfully,

OELRICHS & CO.

8529

8530 **Petitioner's Exhibit 803.**

Translation.

Cable.

New York, May 22, 1908.

Wiegand, Carlton, London.

All Atlantic conference lines except Cunard insist unqualified enforcement rule is imperative. Recent penalties showed immediate results. Immunity Zotti and position Cunard seriously affect all American business. As Italian lines practically stopped booking up to middle June present most propitious opportunity
8531 uphold integrity Confe. Believe emphatic control agents will not only reduce Continental business via Genoa but make inroads business Russian New York Continental Lines. Believe control now important as competitive rates.

SCHWAB.

Petitioner's Exhibit 804.

Translation.

Cable.

8532 New York, May 22.

Wiegand, Carlton, London.

Conferences relative agreement now occurring separately between non-Italians and Italians. Slight progress, but Italians will undoubtedly ask that American, French Whitestar via Cherbourg be 37 whereas under agreement L these lines should take same rate as our Luise class. Italians will claim agreement L not binding upon them. Can matter be considered and remedy suggested?

SCHWAB.

Petitioner's Exhibit 805.

8533

Translation.

Cable.

May 25, 1908.

Wiegand, Carlton, London.

Whitestar makes condition that if any Meditline enters Boston they be free from agreement. Condition should not be accepted. Agreement might provide for rates in such event.

SCHWAB.

8534

Petitioner's Exhibit 806.

Translation.

Cable.

May 25, 1908.

Wiegand Carlton, London.

Do not agree your view general reduction continental east rates would have effect you anticipate my opinion it would be proper war measure believe our reduction 28 dollars will be partly effective but still consider general reduction most appropriate not only against Italians but also Russians New York Continental besides stimulating business.

8535

SCHWAB.

8536 **Petitioner's Exhibit 807.**

Translation.

Per "Kaiser Wilhelm II."

New York, May 25, 1908.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of the 23rd inst.:

8537 "Frenchman (reduce Steerage rate to) advantage ($28) Postdampfer Eastbound also Baltimore, longicorn (inform Messrs. A. Schumacher & Co., Baltimore)"

which we immediately communicated per telegraph and letter to Messrs. A. Schumacher & Co., Baltimore.

Today we received your further cables of the 24th inst.:

"Caligraphy (refer to our telegram 23 inst.) bombastry (cancel order) frenchman (reduce steerage rate to) unheilbar (rate to be) adverbial ($30)."

8538 Today:

"Calipash (refer to our telegram of 24th inst.) not adverbial ($30.) but adversely (31),"

whereupon we immediately wired Messrs. A. Schumacher & Co., Baltimore, to cancel the reduction in rates given them Saturday. They advised us per telephone that they had already advised their agents Saturday afternoon by postal card of the reduction, and instructed you to cancel the rate per telegram at least with the bigger agents. A few hours later we received your further cable of today:

Petitioner's Exhibit 807

8539

"Verslagen (our telegram of) backlash (May 23) perlbohne (is correct) reading frenchman (reduce steerage rate to) advantage ($28) Postdampfer Eastbound also Baltimore, longicorn (inform A. Schumacher & Co., Baltimore) cancel others."

and have accordingly issued new steerage price lists with the reduction of the mail steamer rate to $28, advised the more important agents per telegraph of the reduction, so that if at all possible it would be used against the SS "Estonia" 27th inst. from here (of the Russian Volunteer Fleet). We, of course, both write 8540
and wired A. Schumacher & Co., Baltimore, again of the reduction.

Very truly yours,

OELRICHS & CO.

8541

8542 **Petitioner's Exhibit 808.**

Translation.

(Cable from Lloyd to Oelrichs & Co.)

May 29, 1908.

Referring to Sanford's cable to Peters May 26 Brown's Attitude Zotti affair contrary to article Twenty bylaws contract AA Feb. 5 May render Cunard Line liable Breach of Contract.

8543 **Petitioner's' Exhibit 809.**

Translation.

(Cable from Lloyd to Oelrichs & Co.)

May 30, 1908.

Article twenty by-laws Pool agreement Feb. 5, interdicts agents book or take interest in booking passengers for new competitors under penalty disqualification.

8544

Petitioner's Exhibit 810.

8545

Translation.

June 6, 1908.

Cable.

Wiegand Lloyd Bremen.

Had long interview Vernon Brown. Brown says agency dispute easily solved if Hapag White Star will disqualify Dellipaoli Italian agent thus improperly joining Italian and Continental questions. Refuses recede this arbitrary decision despite records show his failure since February to comply requests show 8546
proof, he claims holds, of Dellipaoli's violations before Medit Conference broken. See Sandford Circular Letters, January, February. Brown claims London contract does not compel him joint enforcement Continental Conference rules which enforcement would largely stop diversion business to Russian Italian lines. Suggest have this circulated through Peters. Shall return Tuesday unless receive contrary instructions.

HELMOLT.

8547

8548 **Petitioner's Exhibit 811.**

Translation.

Per "La Lorraine."

New York, June 10, 1908.

Management of the North German Lloyd,
Passenger Dept.,
Bremen.

We beg to acknowledge receipt of your today's cable where with you give us the Pool stand of the Continental, respective N. D. L. V., for the past week, 1-8 inst., as follows:

8549 "Pool abgewohnen (plus 713 abigunt (plus 804) cribble (minus 2165) abesasteis (plus 568) adeptionis (plus 3000—) abiosa (plus 818) abatasso (abatano plus 204) diladpidate (minus 3000—) blithesome (minus 388) cadastral (minus 628) or

Westbound.				Eastbound.			
Plus	713	Minus ——	Hapag	Plus	3818	Minus ——	
Plus	804	Minus ——	Nasm	Plus	204	Minus ——	
Plus	——	Minus	2165 Lloyd	Plus	——	Minus	3388
Plus	568	Minus ——	Star	Plus	——	Minus	628
	2085		2165		4022		4016

8550 Difference 80 Difference 6

The differences may be due to an error in calculation or in communicating it to you, or perhaps to mistake in the Code Word, which will shortly be corrected.

The purpose of this letter is to inquire whether it would not be advisable, especially under the existing conditions and circumstances, to advise us through some additional Code Words at the same time of the present pool stand of both parties, the N. D. L. V., or the Continental and British Lines. We await your advices in this regard and remain

Respectfully,

OELRICHS & CO.

Petitioner's Exhibit 812.

8551

Translation.

Bremen, July 2, 1908.

Mr. Gustav H. Schwab,
New York.

We received the final prints of Agreements H-2, X, Z and AA from the secretary today. Although we assume that you received copies of these direct from the office of the secretary we take the liberty of sending you a set with this mail, to go sure. We will also send you a copy each of the remaining agreements, as soon as we receive the same.

8552

Respectfully,
NORTH GERMAN LLOYD,
Passenger Dept.,
V. Helmolt.

Petitioner's Exhibit 813.

Translation.

(Cable from Lloyd to Oelrichs & Co.)

8553

Jul. 4, 1908.

Cable Lloyd steamers selected competitive steamers July on account of provisions.

8554

Petitioner's Exhibit 814.

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Jul. 9, 1908.

Reduce prepaid rate to $34.50 plus headtax New York express.

Petitioner's Exhibit 815.

8555

Translation.

Bremen, July 9th, 1908.

Mr. Gustav H. Schwab,
New York

Enclosed we beg leave to hand you one copy of agreements V and W.

NORTH GERMAN LLOYD.

8556

Petitioner's Exhibit 816.

8557

Translation.

Per "Kaiser Wilhelm der Grosse."

New York, July 25, 1908.

North German Lloyd,
Passage Dept.,
Bremen.

In the absence of our Mr. Gustav H. Schwab, we acknowledge receipt of your favors of the 2nd and 9th inst. and the final copies of Agreements Hm, X, Z and AA, V and W enclosed therewith, for which we thank you.

8558

We have thus far received from the Secretary only the final copies of Agreements V, X and Z, of the other agreements up to date only proofs and corrected proofs.

Very truly yours,
OELRICHS & CO.

8559

8560 **Petitioner's Exhibit 817.**

SS "Kronprinz Wilhelm".

New York, Aug. 8, 1908.

North German Lloyd,
Steerage Dept.,
Bremen.

As previously reported to you SS "Barbarossa" 6th inst. from here was selected by the Special Committee of the Conference as fight against the "Russia" of the Russian East Asiatic Fleet, 5th inst. from here.

8561 In settling with the steerage passengers of the "Barbarossa" it was not possible, at the last moment, to refund to the passengers mentioned below, who had already paid the $28 rate, the difference. We included the passages in the list at $23, less Agent's commission—the fight rate,—whereas the tickets read for $28, the tariff rate.

We are communicating with our agents here, to ascertain the addresses of the passengers there, and will then further communicate with you in regard to the refund of the difference to the passengers.

Respectfully,

OELRICHS & CO.

8562

No. 65292,	Schwarz	(Clausenius & Co.)
No. 63523,	Schaefer	"
No. 64978,	Oaston	"
64977,	Kiemak	"
64976,	Storzek	"
62217,	Plevak	"
62837,	John	"
172659,	Demuth	(Central Nat. Bank)
171270,	Schwechter	(Bepler & Co.)
159862,	John Nagy	
159937,	Anna Lang	(Henry Koch).

Petitioner's Exhibit 818.

8563

Translation.

Bremen, August 22, 1908.

Dear Mr. Schwab:

I hope you have arrived in New York in good health and spirits.

We are leaving for London this afternoon, where a steamship conference will be held again on Tuesday; the Italians, however, will not be there. They suggested meeting us in Rome on September 15th; but we do not care to go there in September, but shall try to effect a meeting with them in Luzern. The question involving the Hungarians and Danes, Swedes and Norwegians, will probably be entered into at the London Conference.

8564

I remain, with best regards,

Yours

HEINEKEN.

8565

8566 **Petitioner's Exhibit 819.**

Translation.

Cable.

Aug. 26, 1908.

Schwab,
Oelrichs, N. Y.

In Conference meeting Russian East Asiatic was admitted member of Conference on basis of certain percentage east and westbound. Mediterranean question will probably be discussed at next meeting. Confiden-
8567 tial: Italian Lines having postponed meeting with us until middle September, Conference Lines insist upon Italian Lines stopping booking continental passengers pending negotiations. If Italian Lines decline, Conference Lines will take Italian passengers via Channel ports.

Leave for Bremen.

WIEGAND.

8568

Petitioner's Exhibit 820.

8569

Translation.

New York, August 28, 1908.

Confidential.

Director General Wiegand,
North German Lloyd,
Bremen.

My dear Doctor:

I beg leave to acknowledge receipt of your cable of the 26th inst. from London, from which I noted with interest that the Russian East Asiatic Co. has 8570
been admitted to Conference and that the Italian Lines have deferred their proposed meeting with you until middle of September. I hope that the Italian Lines will give up the booking of continental passengers. It seems very doubtful to me whether the booking of Italian passengers via Channel ports would harm the Italians. Presumably such a measure would result in business for the northern lines to and from Italy, thereby affecting mainly the Cie. Generale Transallantique. Whether the southern Italians could be swerved from their direct route seems to me to be very questionable.

If a Pool with the Italian Lines cannot be consummated I would urgently recommend trying to effect 8571
a rate agreement with them and to re-establish a Mediterranean Conference here, with a deposit of a large guaranteed sum on the part of each line. I am, with best regards,

Yours very truly,
GUSTAV H. SCHWAB.

8572 **Petitioner's Exhibit 821.**

Translation.

Bremen, August 28, 1908.

Dear Mr. Schwab:

I wrote you on the 22nd inst.

In the meanwhile, we convened two days in London and cabled you the result briefly on the 26th inst.

The Russian-Asiatic was admitted in the Conference on basis of a certain west and eastbound share. The negotiations with the Cunard Line in regard to Fiume have not as yet been concluded and will probably
8573 be discussed in the next Conference; likewise the negotiations with the Danes in regard to the Scandinavian business are still pending. The Italians wished the negotiations with them postponed to the middle of September and originally suggested in its stead a meeting in Rome. We, however, rejected Rome, as it does not suit us to go to Italy just in September for the sake of these negotiations. We, for our part, had perhaps thought of Luzerne for the middle of September. In the interim the Conference decided to demand of the Italians that, until the conclusion of the negotiations, they refrain from booking continental passengers or otherwise the Conference would find itself
8574 compelled to adopt measures against the Italians. This was then communicated to the Italians in a telegram sent to Rome and the next day a reply was received, that Crespi, respectively Paratore were surprised at our telegram, as it had been arranged in Paris that no changes were to be made during the negotiations, but to demonstrate their friendly attitude, they were willing to hasten the conference and suggested that, to this end, we proceed to Karlsbad towards the end of this week, where Crespi was staying at the present time. As you know, nothing like this was conceded to the Italians in Paris; on the contrary Wiegand ex-

pressly stated to them that he could not say what measures the Conference would adopt to protect their interests. The request that we proceed to Carlsbad at the present time is an impertinence, and we entirely ignored it in our reply. In this telegraphic reply the assertion of the Italians that such an arrangement had been reached in Paris is most decidedly refuted and it is again remanded that the Italians do not book any continental passengers, as otherwise the Conference Line would institute measures against the Italians. No reply has as yet been received from the Italians. The measures contemplated by us are that those steamship lines, which stop at French Channel ports, shall 8576
book Italian passengers via these ports to Turin. Whether this will make any very great impression on the Italians appears somewhat doubtful to me; but nevertheless such a step would perhaps be inconvenient for them and furthermore they do not yet know what measures we will adopt against them, as we did not mention in our telegram what we intended doing, and perhaps they will become somewhat more yielding, if they see that we are in earnest. Wiegand wanted to write Crespi and suggest to him that they meet in Berlin on Sept. 15th. We would then try to negotiate alone with Crespi and Paratore; our side would only be represented by the Lloyd and the Hamburg American Line. 8577
Were we, however, to convoke the entire Conference (there were again about 40 gentlemen present in London) we would hardly arrive at any conclusion. Crespi is not untractable, but the other Italian Lines are his evil spirits, and it is, therefore, very much wiser to negotiate with him alone. Then, if a conclusion is reached, the other Italian Lines will probably join in it, as well as the remaining Conference Lines. This is the status today, in actual fact, just the same as when we adjourned in Paris.

Petitioner's Exhibit 821

8578

Vernon Brown, who arrived a few days ago, attended the London Conference.

Please thank Mr. Winter sincerely for me for the newspaper clippings of your newspapers, which he has repeatedly sent me in the last few weeks. I hope, however, that Mr. Winter does not demand that I read them all, for they are too long for that, nor do they contain much news, as we have had most of these matters here also. Nevertheless, I am very much obliged to him for his attention.

I remain, with best regards,

Respectfully,

8579 HEINEKEN.

8580

Petitioner's Exhibit 822.

8581

Translation.

Bremen, Sept. 1, 1908.

My dear Mr. Schwab:

After having again returned here from my trip from Paris to Russia and on my homeward way, via London, Berlin, Dresden and Leipzig, I would, as usual, like to write you in regard to the business situation, as we view it from here, and first of all, express my wish that you have had a pleasant journey.

The most interesting matter that I have to advise you of is, first of all, the result of the conference in London on August 25th and 26th. As you may have 8582
heard, the cause of this conference was contained in the following issues:

1). The negotiations to be conducted with the Russian East Asian Steamship Company.

2). The attitude of the Atlantic Conference to the contemplated Scandinavian Combination.

3). The agreement with the Cunard Line in regard to their Fiume service.

4). The competition of the Italian Lines.

The latter were not invited to the Conference.

No. 1. In regard to the *Russian East Asian,* the 8583
lines were chiefly confronted with the question whether it is advisable to effect an agreement with this concern, which seems to be very unfavorably placed financially, and thereby strengthen its position. In this connection it had to be taken into consideration that the placing of new steamers of the East Asian into service would probably have rendered its service still more unprofitable for the present. Nevertheless, the lines arrived at the conclusion that if an agreement could be reached with the Russians on an acceptable basis, an agreement could not be rejected unjustifiedly. General Director Ballin, in particular,

8584 took the stand that a direct competition from Russia would have to be figured with in the future; that, perhaps, if great sacrifices were made, it might be possible to exclude this competition temporarily in times of poor business, but that, with the return of better times, it would again make its appearance and again cause us difficulty. Under these circumstances it was certainly advisable to make an agreement today with the Russian Line, while it was still very small, especially if thereby certain guarantees were obtained that Russia would offer no further competition.

8585 In regard to the participation to be granted the Russian East Asiatic, it was ascertained by excluding the current abnormal year, that the East Asian had enjoyed a participation of 1.33% westbound and 1.55% eastbound in the entire transportation of the Atlantic Conference in the year 1907, alone, with 17 expeditions westbound and 15 eastbound. On basis of the 24 departures per year in each direction this would have resulted in 1.88% westbound and 2.48% eastbound. The Lines agreed to concede the East Asian up to 2% westbound and 2½% eastbound and to reduce the number of its obligatory sailings, eventually, to 18 (and not more than 24).

8586 During the negotiations the R. O. (Russian East Asian) declared the offer of 1.88 respectively 2.48 to be non-acceptable, as this would not cover its costs. It stated that in the main it was dependent on the revenue from the steerage business. The offer of the Atlantic Conference even in a very good year, would only allow it about 1200 passengers per steamer. The Russian East Asian desired that the offer be retained as basis which Mr. Peters had made both Russian Lines in March of this year, namely 6% westbound and 8.5% eastbound, of the transportation of the Continental and Russian Lines, which would result in a participation of 3.83% westbound and 4.69 eastbound

 8587

under the Atlantic Conference Pool. The Russians gave as the reason for their demands that it was chiefly due to their efforts that the Volunteer Fleet had withdrawn from New York Service. This demand was refused by the Atlantic Conference, if only for the reason that the then offer stipulated a very much larger number of sailings as was now being considered, and because the East Asian could not guarantee that the Volunteer would not again resume the service. The East Asian finally submitted the ultimatum: 2½% westbound and 3% eastbound, which offer was accepted. They proposed joining the pool only for 8588
a year for the present, but upon the representations of the Atlantic Conference Lines declared their willingness to make it non-withdrawable until February 28, 1911. The East Asian assumed the obligation not to transport Scandinavian and Finnish passengers, as also only to stop at Rotterdam, and that only eastbound, of the continental steerage ports. The East Asiatic declared they could not guarantee that a new direct competition would not arise in Russia, just as little as they could guarantee that the Danish East Asian (with whom, as known, they are closely allied) would not transport steerage to North America. Against this, it was agreed that in case of such competition the contract would immediately be cancelled 8589
by the Atlantic Conference Lines.

No. 2. In regard to the position to the contemplated Scandinavian Combine the opinions of the British and Continental Lines varied.

As is known, the question involved is the organizing of a combination for the purpose of forming a mutual Scandinavian service, comprising 6 ships, two each under Danish, Swedish and Norwegian flag. The material would be supplied by the Scandinavian American Line which would be absorbed in the new company, and the Danish East Asian.

8590 *Petitioner's Exhibit 822*

The Danish gentlemen stated that in Norway it was intended to form a national line under the protection of influential men—under the leadership of the former Minister Michelsen, and that Sweden would follow this example. Through such an enterprise the interests of the Scandinavian American Line would be badly injured. They, therefore, had decided to anticipate this enterprise by organizing the contemplated combination and even though they could not guarantee that all competition would be eliminated thereby, nevertheless they personally were firmly convinced that this aim would be reached.

8591 The English Lines stated that they had thoroughly examined this proposition and had arrived at the conclusion that it would be advisable to assume a negative attitude. The business was not so important to justify such an enterprise or to offer a profitable basis for it. It was proper that the desire for a national line existed in certain circles in Norway, but intelligent men here as also in Sweden (as evidence an article was read from the "Farmer"?) criticised such a proposition very unfavorably and they were convinced that no one would invest his money in such an enterprise if it became known that such an organization would from the very first, have to fight a very bitter rate war with

8592 the well established and financially well situated British Lines. They could, therefore, not accept the proposed extension of the service of the Scandinavian American Line and would most certainly oppose it.

The propositions of the Danish gentlemen, were therefore, flatly rejected for the present.

Hereupon motion was made by the Continental Lines to induce the British Lines to take a more conciliatory attitude and to persuade them at least to receive the demands of the Scandinavian Line and to investigate them.

The C. L. were of the opinion that in Denmark, as in other countries, a national line would arise in time.

In order to sustain the life of such a line it did not at all require, as experience had taught, a subsidy in ringing gold, but there were other means to protect the national navigation. But if Norway first had its own line, Sweden, which is very jealous of Norway, would most certainly also have its national line. 8593

The British Lines replied to this that such a development would not be unfavorable, but, on the contrary, favorable for them, for the lines would then attend to it, through mutual competition, that neither of them would remain in existence. This was much more advantageous for them than the creation of a uniformly managed enterprise, which could more easily establish its service on an economic basis. 8594

It was further more explained by the English Lines that the present time was especially unfavorable for negotiations with the Scandinavian Lines because the B. L.—especially the Cunard—owing to their heavy plus were compelled to advance their Scandinavian rates materially, on account of which a good deal of business was lost to the Forenede, which, of course, will rely upon the favorable results they had this year.

Mr. G. D. (General Director Wiegand) replied hereto he could hardly conceive of a stronger argument for the consummation of a contract with the Scandinavian Line than what had just been remarked by the B. L. The Atlantic Conference could certainly never exert its favorable influence if the Danish Line did not also join, for the same situation that existed this year could be repeated any time and the Lines would then only have the opportunity to keep the rates low or to force the business to an outsider on account of prohibitive prices. The time was most opportune for an agreement, for today, it must mean a good deal for the new concern to provide for itself the possibility of existing by avoiding a fight. 8595

8596 *Petitioner's Exhibit 822*

The B. L. did not share this view of the C. L. With a small participation improvement, compared with last year's results, the Scandinavians would not be at all satisfied, if only in view of the contemplated inclusion of new ports in their business. The British Lines viewed the principal danger exactly in this extension of their connections, more so even than in the contemplated placing into service of 2 new ships.

Finally the B. L. declared their willingness to again meet with the Danes and from this conversation resulted the agreement to again meet the Danes in Liverpool for further negotiations. The Danes will sub-
8597 mit two propositions; one for a participation of the new combination; another for the admission of the Scandinavian American Line in the Atlantic Conference Agreement on basis of their previous service.

The B. L. declared that they would only consider the second proposition, for the reason that they adhered to their opinion that a negative attitude towards the far reaching plans of the Scandinavian gentlemen was the only correct policy.

No. 3. The negotiations with the Cunard Line were conducted by a small Committee and have not as yet resulted in a final conclusion. The pending differences,
8598 however, are of a nature that it may be assumed that an agreement will be reached at the next Conference. They consist chiefly in the fact that the Continental Lines desire to fix a share of the HUNGARIAN business for the Fiume-Triest service, based on the results of the years 1906-7, whereas the Cunard Line desires a share on basis of the years mentioned under the Atlantic Conference Pool. Both parties are hereby acting on the supposition that the Hungarian emigration is subject to especially strong fluctuations and in all probability, would not in future comprise the same heavy percentage of the general emigration as in 1906/7. The Cunard is not indisposed to agree on

basis of a share of the Hungarian business, but in this case, wishes a more favorable basis, respectively further guarantees than the figures of the year 1906-7 would offer.

No. 4. In regard to the Italian question preliminary to the conference, differences had already arisen to the extent that the Italian Lines had protested against the reduction of the eastbound rates for the SS "Gascogne," "Chicago" and "Floride" and referred to the fact that it had been agreed in the Paris Conference not to change the rates until the next conference.

General Director Wiegand replied to this telegram 8600
of the Transatlantique that no such agreement had been made. The matter was officially adjusted in the manner that the Transatlantique withdrew their rate reduction with the exception of SS "Floride" for which it retained the rate of $17.

In the Conference the Lines chiefly discussed the question whether they should refrain from further measures for the present or what else should be done. As is known, the Atlantic Conference Lines had agreed among themselves at the Paris Conference not to make any change in the existing rates until the end of August, whereas according to the last advices received from Mr. Crespi the earliest that a conference would be held 8601
would be middle of September, at which time the Italian question could be considered and adjusted.

From the discussion it was seen that a "waiting" attitude of the Atlantic Conference Lines could only be continued in the future if the Italian Lines would also declare their willingness to refrain from booking Continental passengers and to again establish the *status quo* until further notice. Accordingly, a telegram was sent Mr. Crespi, who refused in his reply to stop booking continental passengers, but suggested a conference for the "end of the week" in Carlsbad to adjust the question.

Sincere regards,

Respectfully,

PLETTENBERG.

8602 **Petitioner's Exhibit 823.**

Translation.

New York, Sept. 2, 1908.

Director Heineken,
North German Lloyd,
Bremen.

Dear Mr. Heineken:

I am in receipt of your favor of Aug. 22nd and hope that you will succeed in the Conference with the Italians on Sept. 15th to effect a Pool. It would please me
8603 to hear that the East Asiatic competition has been eliminated in the London Conference. I hope that you have also arranged the Hungarian question with the Cunard Line.

With best regards, I am,
Very truly yours,
GUSTAV H. SCHWAB.

8604

Petitioner's Exhibit 824.

8605

Translation.

Per "St. Paul."

New York, Sept. 4, 1908.

North German Lloyd,
Passage Dept.,
Bremen.

As per cable of the Pool Secretary Mr. H. Peters to the Secretary of our conference here, during the last meeting of the Lines in London on Aug. 25th an agreement was reached with the Russian American 8606
Line (former Russian East Asian Fleet) for Eastbound and Westbound business, respectively they joined the Agreement.

The Russian American Line hereupon requested that they be allowed to join the conference here, and we enclose herewith Continental Conference Minutes No. 174, Meeting of the 2nd inst., in regard to the entrance of the Russian American Line to this Conference.

Respectfully,
OELRICHS & CO.

8607

8608 **Petitioner's Exhibit 825.**

Translation.

New York, Sept. 9, 1908.

Baron von Plettenberg,
North German Lloyd,
Bremen.

Dear Mr. von Plettenberg:

I am in receipt of your favor of the 1st inst. and must thank you most heartily for the trouble you have taken in writing me so fully regarding the proceed-
8609 ings at the Conference in London. It was very interesting to receive such detailed information thereof. I was glad to note that the Russian East Asiatic S. S. Co. has joined the Conference, but regret that the British Lines hold themselves aloof from an arrangement with the Scandinavian Combination. I hope that the further negotiations with the Danes in Liverpool will bring about a change.

I further observed that the differences still existing in the Cunard Line are such that it may be assumed that an agreement with the Cunard Line regarding the Hungarian business may be affected at the next conference.

8610 I look forward to your further details regarding the negotiations with the Italian Lines with great interest, and am, with repeated heartiest thanks and best regards,

Very truly yours,
GUSTAV H. SCHWAB.

Petitioner's Exhibit 826.

8611

Translation.

Cable.

New York, Sept. 16, 1908.

Wiegand, Palast Hotel, Berlin.

Telegrams received. Held meeting with Ital lines this afternoon. British Lines, Fabre, not instructed. If these then instructed lines decided send out circulars raising rate to-morrow. Have you communicated Havre. Ital lines have cable from Berlin claiming agents disqualified or fined should be reinstated and or fines remitted. Did you agree? This would be dangerous precedent for future.

8612

SCHWAB.

Petitioner's Exhibit 826 1-2.

Translation.

Cable.

New York, Sept. 17, 1910.

8613

Wiegand, Palast Hotel, Berlin.

All lines now prepared to act advancing rates except American, White Star, Cunard, French, who have not received cables.

SCHWAB.

8614 **Petitioner's Exhibit 827.**

Translation.

Per "Kronprinzessin Cecilie."

New York, Sept. 26, 1908.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your cable of today:

"Unlawed (reduce prepaid) New York Regular Baltimore Adunque ($27.50) plus
8615 Headtax Longicorn (inform A. Schumacher & Co.)."

and note the reduction in the prepaid rate for our Mail Steamer, as also for the Baltimore steamer, from $30 to $27.50.

We have immediately wired and written Messrs. A. Schuchmacher & Co. the contents of your cable.

Respectfully,

OELRICHS & CO.

8616

Petitioner's Exhibit 828. 8617

Translation.

Per "Kaiser Wilhelm der Grosse."

New York, Oct. 16, 1908.

Management of the North German Lloyd,
Steerage Dept.
Bremen.

In order to give better and quicker expression to the agreements reached here in London last February by the Steamship Lines, and the co-operation of the continental, English and Canadian Lines conditioned thereby, it was considered advisable to call into life 8618 the

"American Atlantic Conference."

This Conference is to treat the questions which are of general interest to the Lines interested in the agreements in London, and to settle them, whereas the Continental Conference and North Atlantic Conference continued their existence as before and represent the questions and interests of the lines belonging to them. It was further determined, to obtain better control, to divide the work in 5 divisions:

a. The Canadian Lines for their territory

b. The New York, Phildelphia and Baltimore 8619 Lines as before, with the assistance of the Committees of General Agents in Boston, Chicago and San Francisco,

c. d. and e. for their special districts.

We have already sent you the Minutes of the first two Meetings of this new conference, but are now sending you, to complete your records, copies of the same and the Meetings: No. 3, July 23rd, No. 4, July 30th, No. 5, August 13th, No. 6, 3rd inst. We do not believe they require any further explanation.

Respectfully,

OELRICHS & CO.

8620 **Petitioner's Exhibit 829.**

Translation.

(Cable from Lloyd to Oelrichs & Co.)

Oct 24, 1908.

Conference made Pool agreement with new Scandinavian combine. No definite understanding regarding Mediterranean business only provisional eastbound rate agreement till end November fixing rates thirty twenty-seven twenty-five dollars Italians to quote three dollars more Triest Fiume commission two dollars rates becoming operative immediately Peters cabling
8621 schedule Sanford. Most lines will quote head tax separately.

8622

Petitioner's Exhibit 830. 8623

Translation.

Per "Kronprinz Wilhelm"

New York, Nov. 2, 1908.

North German Lloyd,
Steerage Dept.
Bremen.

We acknowledge receipt of your today's cable:

"Unlavished (Advance prepaid rates to) New York express adnotum (adytum?) ($38.-50) regular advertency ($31.50) Baltimore, advertency ($31.50) Galveston advisedly ($34) plus head tax longicorn (inform A. Schumacher & Co.) Holt." 8624

and immediately advised Messrs. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston, by wire and letter, of the increase in the prepaid rates referring to Baltimore and Galveston.

We will endeavor to issue our price circulars today still, eventually we will only distribute same on account of tomorrow being election day, on Wednesday morning.

Respectfully, 8625
OELRICHS & CO.

8626 **Petitioner's Exhibit 831.**

Translation.

New York, November 11, 1908.

North German Lloyd,
Passenger Dept.,
Bremen.

We confirm the receipt of your today's cable:

"Unlawed (reduce prepaid rate) Baltimore adventures ($29.50) Galveston advertency ($31.50) Longicorn (inform A. Schumacher
8627 & Co.) plus head tax. Holt."

from which we note that you have reduced the Prepaid Rate for the

Baltimore Service from $31.50 to $29.50
Galveston Service " $34. " 31.50

of which we have immediately informed Messrs. A. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston.

Very truly yours,
OELRICHS & CO.

8628

Petitioner's Exhibit 832.

8629

Translation.

New York, December 4, 1908.

per "New York"

North German Lloyd,
Passenger Department,
Bremen.

We beg to acknowledge receipt of your telegram of today:

"Unlavished (advance prepaid rate) New
"York express affabrous ($43.50) regular and 8630
"Baltimore adijtum ?adytum ($38.50) Galves-
"ton advocating ($36.50) plus tax. Longicorn
"inform A. Schumacher & Co.) Holt."

and took notice of the increase of the prepaid rates for fast steamers to $43.50, for the regular twinscrew steamers to $38.50 for the New York service, and to $38.50 for the Baltimore service, and to $36.50 for the Galveston service.* We have communicated this by telegram and by letter to Messrs. A. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston.

Respectfully yours,

OLERICHS & CO. 8631

*plus head tax.

Petitioner's Exhibit 833.

8632

Translation.

per "St. Paul"

New York, February 18, 1909.

North German Lloyd,
Steerage Passenger Department,
Bremen.

We acknowledge receipt of todays' telegram (2)

"Unlavished (advance prepaid to) New York regular aeroscopy ($41.—)."

8633 from which we have noted the increase of the prepaid rate for our mail steamers from Bremen to New York to $41.—, plus $4.— head tax.

The increased rate will be communicated to our agents tomorrow by circular.

Respectfully,

OELRICHS & CO.

8634

Petitioner's Exhibit 834.

8635

Translation.

Bremen, February 19, 1909.

My dear Mr. Schwab:

I acknowledge, with thanks, receipt of your esteemed letter of the 9th inst., which I received today.

HUNGARIAN CONTRACT. In the meanwhile a conference has again been held with the Hungarian Government on the 12th and 13th inst. in Vienna in the presence of representatives of all the Pool Lines. I
8636
have copied these negotiations and I understand, a copy has been sent you by Director Heineken. The prospects of coming to an agreement with the Hungarian Government are, therefore, not poorer, as the desire for this agreement exists on both sides, and especially so on the side of the Hungarian Government. It is only regrettable, that the Hamburg-America Line during the negotiations with the Cunard Line in Berlin on November 26, 1908, suddenly projected the demand, as stumbling block, that it would not make any arrangements with the Cunard Line in regard to the Hungarian business westbound on the basis agreed, unless simultaneously an agreement was consummated eastbound.
8637

This demand, the Cunard Line—not entirely unjustly—viewed as a certain disloyalty of the pool line, as there was no question of a west—and eastbound agreement in the conferences in Paris, which were held between Mr. Watson and our General Director Dr. Wiegand, but in agreeing in regard to the percentage participation of the Cunard Line in the Hungarian business, only a westbound agreement was mentioned.

Accordingly, the solution of this question as well as the entrance of the Cunard Line in the Mediterranean business has now been postponed until the large

8638 *Petitioner's Exhibit 834*

Atlantic Conference, which is to be held the end of March in London. If the Hungarian Government also sends its representatives to this conference, then the simultaneous solution of these three questions, which are bound so close to each other: the Cunard contract, Mediterranean contract including Cunard, the contract with the Hungarian Government may then be expected.

MEDITERRANEAN CONTRACT. You have also heard in regard to this from Director Heineken, likewise receiving a copy of the progress of the negotiations, so that there is nothing I need add.

8639 STEERAGE RATES. Owing to our continually increasing Plus Westbound and in view of the emigrants here, to transport whom we must place into service unprofitable special steamers, we resolved yesterday—very unwillingly on my part, as I seriously doubt the wisdom of this—to advance our steerage rates for New York by Mk. 10, therefore to Mk. 170. If the extra headtax of Mk. 17 imposed is added, making the amount Mk. 187, this is an enormously high price for transportation in the steerage of a mail steamer.

Enclosed a copy of the last two pool statements.

With best regards, also to Mr. Winter, whom I

8640 thank for the file promised me, I am

Respectfully,

PLETTENBERG.

Petitioner's Exhibit 835.

8641

Translation.

per "St. Louis"

New York, March 5, 1909.

North German Lloyd,
Steerage Dept.,
Bremen.

As you can see from the enclosed post card of the White Star Line, Boston, and the circulars sent you previously, etc. of the other English Lines, they intend to allow 25 cents Commission on Prepaid Passages for 8642
nursing infants from the Continent, as well as from England, Finland and Scandinavia.

Respectfully,
OELRICHS & CO.

8643

Petitioner's Exhibit 836.

8644

Translation.

New York, March 5, 1909.

Dear Mr. von Plettenberg:

I beg leave to acknowledge receipt of your valued favor of February 19th, contents of which I have noted.

HUNGARIAN BUSINESS. I have received from Director Heineken a copy of the report relative to the negotiations in Vienna and have read them with great interest. I sincerely trust that they will lead to an
8645 arrangement which would also result in the entry of the Cunard Line into the Mediterranean Agreement.

STEERAGE PASSENGER PRICES. I regret the increase in the steerage rates for New York to M.170, which, for a large part of the steerage public, are prohibitive. I thank you very much for sending me the pool status, which I have noted, and remain, with best regards.

Yours very truly,

GUSTAV H. SCHWAB.

8646

Petitioner's Exhibit 837.

8647

Translation.

Bremen, March 29, 1909.

Mr. Gustav H. Schwab,
New York.

My dear Mr. Schwab:

The Paris negotiations did not have much positive result. Our motion to advance the II. Class Rates, unfortunately, was refused in consequence of the position taken by the Allan Line; also a further motion of mine, at least to increase the II. Class Rates for 8648
Continental business was not carried on account of the position of the Allan Line, who demand an exception for their Havre-Canada service. It was resolved to advance the rate for infants, eastbound and westbound, beginning July 1st, to Mark 10 plus headtax for III. Class, respectively steerage to Mk. 30 for II. Class and Mk. 40 for I. Cl.

As you know, the Cunard Line has pleaded for a long time for a reduction in the differential rate between SS "Kronprinzessin Cecilie" and "Kaiser Wilhelm II." and the "Mauretania" and "Lusitania" and our gentlemen, it appears, had made them certain concessions. Upon the motion, to advance the rates of 8649
both our steamers mentioned above to the same level as the "Mauretania" and "Lusitania" I could not accept for the reason that hereby the difference between "Ceceilie" Class and all other steamers would have made a difference of Mk. 20 against us. I therefore submitted the counter motion to allow the Cunard Line to fix the rate for both their express steamers to £25, *i. e.*, therefore, to reduce it to Mk. 10. I felt that this was all what the Cunard Line wanted and it was unanimously accepted with the exception of the Allan Line. I hope that we will not be injured too heavily

8650 *Petitioner's Exhibit 837*

through meeting them in this manner. Simultaneously the Cunard Line pleaded for a reduction in their II. Class rate for "Caronia" and "Carmania" amounting to 10 Shilling, whereupon the White Star Line demanded a similar reduction for their "Oceanic" and "Adriatic." Allan and Transat opposed this. As entire harmony was not obtained in either question, they will be submitted to Mr. Wilding for decision as per Art. 17, Agreement V and Art. 14, Agreement W.

Furthermore, negotiations were conducted with the Cunard Line in regard to their position in the Mediterranean business, which are to be continued at a Con-
8651 ference to be convened in May in London and the prospect seems justified that the Cunard Line will join the Mediterranean Pool, and this on basis of the contemplated quota of 6%. For the present the Cunard Line stated its willingness to drop its objection to an advance in the Mediterranean eastbound rates. A cable has been sent from Paris direct to Mr. Sandford in this connection. I hope that this also gives us the opportunity to advance our Continental eastbound rate, provided that we do not need to fear giving the North West Transport Line any business by so doing. In view of this latter competition the conference decided on the re-introduction of the New York Committee. It
8652 is not intended to begin immediately and under all circumstances with the placing of war steamers into service, but rather, this is to occur if the New York Committee considers such action necessary. The re-introduction of the Committee only aims, therefore, at the given moment, to be able to proceed against the North West Transport Line, without time being lost on this side through negotiations in regard to the amount of the compensation, etc.

With best regards, I am

Very respectfully,

v. HELMOLT.

Petitioner's Exhibit 838.

8653

Translation.

Bremen, March 30, 1909.

Dear Mr. Schwab:

Returned from Paris, I am glad to be able to report to you that we have advanced quite a step with the Cunard Line in the Italian question and can now practically consider this question settled. As you know, the Cunard Line made its entrance into the Mediterranean Pool conditional upon an adjustment of the Hungarian question, which latter was chiefly, in its
8654
turn, dependent on an agreement between the Government and the Continental Lines. The negotiations, which were most persistently and almost uninterruptedly conducted with the Hungarian Government for the last few years, and in regard to which you were kept posted in detail, had unfortunately not led to any result hitherto, as up to the present it was impossible for us to convince the Hungarian Government that certain demands made by it were useless and could not practically be carried out. In this connection I would like to mention only the demand of the Government, that all persons whose duty it was to serve in the army, must be rejected even though they had arrived at their
8655
port, as also the demand, to state in all prospectuses, even in those printed in America, that Hungarian passengers without passports, will not be accepted by the Continental Companies. Such regulations, especially as they would be utilized to the utmost by the competition, would of necessity have to result in the Continental Lines losing a great part of the Hungarian business, which would seek new channels; they would cause us an immense loss without helping the Hungarian Government. The Lines, consequently, are unanimously of the opinion that further negotiations with the Government would have little sense and we

8656 therefore considered it wisest to frankly discuss the situation with the Cunard Line and to try to effect an arrangement with it, independent of the position of the Hungarian Government. In order to finally adjust this question, we have agreed on a further conference on May 6th in London, after the negotiations conducted to date make an agreement seem very probable. The Cunard Line also formally reserved its decision in regard to the Italian question to this conference, but it is almost as good as settled today, that it will join the Mediterranean Pool with the contemplated share of 6% eastbound, which, consequently comprises
8657 all the companies involved, outside of the new Greek (Embiricos) Line. In order to give evidence of their good intentions, the Cunard Line immediately withdrew its objection to the contemplated increase in the eastbound Mediterranean rates and consented to join the other lines in regard to the eastbound prices. I had Peters cable Sanford immediately in regard to this and hope to receive advices within the next few days from you in regard to an increase in the rates. Some slight difficulty will be caused by the fact that the Fabre Line lay claim to a certain differential for their "Roma" and "Germania." It is true that such a desire was expressed at the time in Paris and more or less
8658 recognized as justified by the parties, and we, for our part, would be willing to allow the Fabre Line a differential up to $2 for the steamers mentioned, as far as this could be done without counterclaims being made by other lines, which would render still more difficult the consummation of an agreement.

You have already been advised per cable of the increase in the II. Class Mediterranean rate westbound; I hope that there is no obstacle in the way of a corresponding increase in the eastbound rate to $65.

Director v. Helmolt, respectively Mr. v. Plettenberg have undoubtedly reported to you in detail in re-

 8659

gard to the other results of the Conference. I should like to add that the re-appointment of the Fighting Committee (Cl. 22) has for its end only the desire to be prepared should circumstances make it imperative to employ war steamers against the North West Transport Line. At the present time, when the line mentioned can only show a very small passenger list from the other side, the employing of war steamers would probably only be throwing money away and that we cannot very well afford today under the existing conditions. I should like to hear from you whether you believe that an all-round advance in the continental eastbound rates under prevailing circumstances, would be met with objections. Inasmuch as the eastbound Mediterranean rates will probably be advanced within the next few days, an increase in the continental rate would be rather desired by us, in view of the eastbound figures, which could hardly be called unimportant. 8660

With best regards, I remain,

Respectfully,

HEINEKEN.

8661

8662 **Petitioner's Exhibit 839.**

Translation.

New York, April 9th, 1909.

Director Heineken,
North German Lloyd,
Bremen.

Dear Mr. Heineken:

I acknowledge receipt of your favor of March 30th and was glad to note that you have made progress in the matter of the agreement with the Cunard Line
8663 in the Italian question and that the same may practically be considered as settled, even though an understanding between the Hungarian Goverment and the Continental Lines cannot be reached. I observed that final settlement of the question of the Cunard Line will be made at the conference in London, May 6th, up to which conference the Cunard Line formally reserved decision in the Italian question, while it is already established that they will join the Mediterranean Pool with a share of 6% eastbound. That the long-desired settlement with the Cunard Line is now in sight, I greet with pleasure. I hope that we will now succeed in solving satisfactorily the various ques-
8664 tions now pending with the Cunard Line.

In the eastbound Mediterranean rates we have overcome the objections of the Fabre Line regarding their differential rate on the "ROMA" and "GERMANIA" and the increase of $3 in this rate takes effect for steamers after April 20th. The "Roma" of the Fabre Line is placed in the same class as the "Madonna" whereas the "Germania" of the Fabre Line remains $2 under the "Roma."

The "small committee" mentioned by you (we had better not call it by another name for reasons known)

Petitioner's Exhibit 839

8665

has been recalled to life. I hand you a confidential notice sent out by the Secretary in this matter. The committee will begin work as soon as necessary.

An increase in the Continental Eastbound rates I could recommend now that the eastbound Mediterranean rate has been increased. The representatives of the Steamship companies here are generally favorably disposed toward an increase of $3. I am, with best regards,

Yours very truly,

GUSTAV H. SCHWAB.

8666

8667

8668 **Petitioner's Exhibit 840.**

Translation.

New York, April 12, 1909.

Director C. von Helmolt,
North German Lloyd,
Bremen.

Dear Mr. von Helmolt:

I beg leave to acknowledge receipt of your valued favor of March 29th and thank you very much for your report on the negotiations in Paris. I hope that at the Conference May 6th in London Cunard Line
8669 will definitely join the Mediterranean Pool on the basis of the quota of 6% contemplated.

The Committee which you mentioned has been renewed but will not take any action until it is found necessary. I noted your correspondence with the Cunard Line regarding the execution of the regulations of agreement "H2." In the transaction mentioned by the Cunard Line we did not, in our conception of the matter, take the stand that payment of commission should be put on the Cunard Line. I have explained this matter in the enclosed letter written in English, so that you can send it to the Cunard Line if you desire. I am, with best regards,

8670 Yours very truly,
GUSTAV H. SCHWAB.

Petitioner's Exhibit 841.

8671

Translation.

Bremen, April 21, 1909.

Mr. Gustav H. Schwab,
c/o Oelrichs & Co.,
New York.

Dear Mr. Schwab:

I wrote you last on the 15th inst. and received in the meantime your kind letters of the 9th and 12th inst., for which I thank you.

We will have a meeting with the Cunard Line on 8672
May 6th in London, and I hope that the matter regarding the Mediterranean agreements will also be perfected with this 1 line. The increase in the eastbound Mediterranean and Continental rates has been effected in the meantime, and I am glad that the endeavors of the "Small Committee" have been successful in this regard.

With best regards,
(Signed): HEINEKEN.

8673

8674 **Petitioner's Exhibit 842.**

Translation.

Bremen, April 21, 1909.

Messrs. Oelrichs & Co.,
New York.

In conformity with A. C. Resolution 106 the steerage rate for nursing infants, beginning with July 1st, this year, shall be increased:

Eastbound to $2.50,

Westbound to $2.50 plus Head Tax.

8675 The Maximum Commission on passages for nursing infants allowed is 25 cents. We would request you to do the needful. Messrs. Schumacher & Co. and Alfred Holt were notified direct by us.

Respectfully,

N. G. L.

8676

Petitioner's Exhibit 843.

8677

Per "Lusitania."

New York, April 27, 1909.

North German Lloyd,
Steerage Passenger Department,
Bremen.

For routine's sake we beg to acknowledge receipt of your cable of the 14th inst.:

"Freebooter (all lines will advance outward "rates) forefather (Mediterranean steerage "business) by actionists ($3) also freezing (ad- 8678
"vance outward rates) Waldglocke (to Bre-"men) express aeromancy ($40) Baltimore "New York regular advigilate ($33) Galveston "advisedly ($34) issue tariffs axleguard (April "17th) longicorn (inform A. Schumacher & "Co.) longipulp (inform Alfred Holt),"

contents of which we have communicated by letter and by telegram to Messrs. A. Schumacher & Co., Baltimore, and to Mr. Alfred Holt, Galveston.

The increase of the Mediterranean prices, as well as the increase in the rates to Bremen, respectively on part of the English Lines to Continental ports, has been made, as you will have seen from the circulars and 8679
price lists which you have received in the meantime.

Respectfully,

OELRICHS & CO.

8680 **Petitioner's Exhibit 844.**

Translation.

Bremen, June 10, 1909.

Messrs. Oelrichs & Co.,
New York.

A short time ago the question of the Cancellation fee for Prepaids was taken up in the Atlantic Conference. According to R. G. 482 this should now be referred to the New Yorker Conference for decision. We advised the Secretary at the time that we usually deduct 10% when refunding Prepaids in case of can-
8681 cellations, but do not recognize allowances if the trip cannot be undertaken on account of sickness, respectively if the passengers are rejected at the physician's examination here.

We would thank you to let us know how the matter has been settled there.

Respectfully,

N. G. L.

8682

Petitioner's Exhibit 845.

8683

Translation.

Bremen, July 12, 1909.

Messrs. Oelrichs & Co.,
New York.

We beg to call your attention to the fact we must account for those steerage passengers, who are transported from Mediterranean ports to the United States and who are not residents of

Italy
Greece
Asia or
Africa

8684

in the Atlantic Conference Pool besides the Mediterranean Pool. We, therefore, would request you to kindly instruct your agents to issue only prepaids for our Mediterranean Line, which call for passengers living in the above-mentioned countries, respectively territories.

Respectfully,
NORTH GERMAN LLOYD.

8685

8686 **Petitioner's Exhibit 846.**

Translation.

Per "Kronprinz Wilhelm"

New York, August 2, 1909.

North German Lloyd,
Steerage Dept.,
Bremen.

We beg to acknowledge receipt of your favor of July 21st with photographic copy of Passage Order L 10627 for the trip from New York to Bremen per
8687 SS "Uranian" of the North West Transport Line, issued by the Baltimore Agent L. Hinerfeld in Scranton, Pa., in favor of Mrs. Oswald Reinbrink and 2 children.

We will communicate with Messrs. A. Schumacher & Co. in this matter and thoroughly investigate into the same. We will advise you of the result.

Respectfully,

OELRICHS & CO.

8688

Petitioner's Exhibit 847.

8689

Translation.

Per Prinz Friedrich Wilhelm.

New York, August 16, 1909.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your telegram of the 15th inst.

8690

"Frenchman (reduce steerage rates to) tail-block (16) Marks New York west mail steamers only,"

and accordingly reduce our prepaid rate for the mail steamer from $41 to $38.50 plus the head tax of $4.

Respectfully,

OELRICHS & CO.

8691

8692 **Petitioner's Exhibit 848.**

Translation.

Bremen, August 26, 1909.

Messrs. Oelrichs & Co.
New York.

Steerage Lists New York—Genoa.

As the steerage passengers, who are transported via our New York-Mediterranean Line must be included in the Atlantic Conference contract besides in the Mediterranean Pool, as long as they are not Italians, Greeks,
8693 Asiatics, or Africans, we would request you, should, in exceptional instances, such passengers be transported, to note in the passenger lists some remark, which will show the nationality of the respective traveler. This is urgently required in order to facilitate, respectively make possible its control. Furthermore, we would repeatedly request you to keep as strict watch as possible that passengers other than the above-mentioned nationalities are not accepted for steerage via the New York-Mediterranean Line in view of the double charge.

Respectfully,

N. G. L.

8694

Petitioner's Exhiit 848 1-2.

8695

Translation.

Bremen, August 28, 1909.

Dear Mr. Schwab:

I beg to submit herewith the information promised you. Nothing further has been decided in the Hungarian matter. The matter is before an arbitrator and as he has mentioned Sept. 3rd as the last term for the submitting of assertions on the part of those interested, it may be assumed that his decision will be rendered the first week of September.

I enclose the last pool statement, from which you 8696
will see that eastbound as well as westbound we are the only minus party. We have prospects, however, of coming down to a Minus from our high plus in the large A. C. Pool, which would justify us in reducing our Baltimore price by Mk. 10 also; therefore, to Mk. 140. In this manner our Minus would probably be reduced more quickly and simultaneously the differential rate desired by Schumacher against the New York Mail Steamers would be established.

Respectfully,

PLETTENBERG.

8697

8698 **Petitioner's Exhibit 849.**

Translation.

Per "Kronprinz Wilhelm."

New York, Sept. 6, 1909.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your favor of August 26th and in compliance with your request, if, in exceptional cases there are among the steerage passengers transported from here by Mediterranean steam-
8699 ers, passengers that are not natives of Italy, Greece, Asia or Africa, and therefore must be charged in the Mediterranean Pool as also in the North Atlantic Pool, we shall try to make a notation in the Passenger Lists from which the nationality of the passenger in question can be ascertained.

As we wrote you a short time ago, and as can be seen from our circulars, we advertised our Italian steerage rates only for bona fide Italians, Greeks, and Orientals, stating they would apply only to the fore-named, and will endeavor to make this more emphatic in our circulars and price lists and, if possible accept only passengers of the nationalities mentioned.

8700 We would like to point out to you that an absolute, strict adherence to this condition is much more difficult here than abroad, where the passengers must present themselves several days before being transported. Most of the steerage passengers arrive here first on the day of sailing, come direct from the train depot to the steamer, before, in many cases, we even have received the advices of the tickets from the Agents, which latter would otherwise perhaps give us some information. Under the conditions prevailing here this cannot be changed.

Respectfully,

OELRICHS & CO.

Petitioner's Exhibit 850.

8701

Translation.

Per "Kronprinzessin Cecilie."

New York, Sept. 11, 1909.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce steerage prepaid rate to) Baltimore advocating ($36.50) Longicorn (inform A. Schumacher & Co.)" 8702

which we immediately communicated to Messrs. A. Schumacher & Co., Baltimore, by telegraph and letter.

Respectfully,
OELRICHS & CO.

8703

8704 **Petitioner's Exhibit 851.**

Translation.

Bremen, September 22, 1909.

Messrs. Oelrichs & Co.,
New York.

It would please us very much if you would use your endeavors that we are also considered from time to time in placing the eastbound war steamers. Owing to the fact that hitherto Star and Nasm have chiefly placed the war steamers, we have met with quite a
8705 Minus eastbound, so that, if this is not changed, we will eventually be forced to consider a reduction in our eastbound Rates, which we, of course, would like to avoid. According to Par. c. Art. 22, as you know, the steamers of the Minus Parties must be considered first.

Respectfuily,

N. G. L.

Petitioner's Exhibit 852.

Translation.

8706

(Cable from Oelrichs & Co.)

Sept. 25th, 1909.

Lloyd, Bremen.

Refer to our letter of the 16th ultimo; tariffs issued August 16th cancelled withdrawn owing to an error reprinted September 14th.

Petitioner's Exhibit 853.

8707

Translation.

Bremen, Sept. 27, 1909.

Messrs. Oelrichs & Co.,
New York.

We confirm receipt of your yesterday's cable from which we note to our astonishment, that, as in the last change of rates of February 18th, it has also been omitted this time to issue the new tariffs with the revised prepaid rates.

You can imagine that this omission is very unpleas- 8708
ant to us, as it directly conflicts with the provisions of the contract and serious consequences can result from this for us. In this instance, the omission of publishing the new prices at the proper time can result in our being forced to still further reduce our New York Mail Steamer rates, at all events such a proposition has been submitted by the Red Star Line. In giving their reasons the Red Star Line states the following:

> "Lloyd's reduction of their New York mail steamer rate to M. 160 on August 13th was insufficient and ineffectual, for its Minus has not decreased in the meantime, but increased from 3474 to 3698 *and its New York Mail* 8709
> *Steamers Prepaid figures are no higher than the preceding ones.*"

We can, of course, not refute this argument, by submitting as an apology that a mistake was made by you.

In view of the repetition of this instance, we must urgently beg you to see to it that such mistakes are not made in the future.

Respectfully,

N. G. L.

8710 **Petitioner's Exhibit 854.**

Translation.

Per "Kronprinz Wilhelm."

New York, October 4, 1909.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

At the time of our difference with the Italian Lines in the Spring and Summer of 1908, a short time ago,
8711 a number of agents of the Continental Lines were given money penalties for violating the Continental Conference Regulations, for the reason that they had brought lines standing outside of the Continental Conference (Italian Lines) continental passengers. We refer to the minutes of the Conference for this period. These penalties (in the one instance of Agent Goldberger here amounting to $500.) were paid by the Italian Lines, respectively their representatives here.

When the negotiations to eliminate these differences began, so as to effect an arrangement, the Italian Lines, respectively their representatives here, as you may remember, demanded as one of the conditions that the penalties in question be dropped and refunded. The
8712 representatives of the Continental Lines in the Mediterranean Conference could not agree to this and it was indicated to the Italian Lines they should bring the matter up for discussion in the course of the negotiations on the other side. As far as can be seen from the negotiations and the agreement of the Italian Lines this suggestion was not followed; at all events we can find no agreement, which drop the penalties in question or state that they should be refunded.

Petitioner's Exhibit 854

8713

The representatives of the Italian Lines, however, now again insist upon this demand, and we would request you to advise us whether this matter was discussed at all during the course of the negotiations in order to bring about an agreement with the Italian Lines, and eventually what disposition was made of the same.

With other Continental Lines we take the view that the Continental Conference cannot recognize such a demand. The agents in question were repeatedly warned through circulars and otherwise that they were not to book any Continental Passengers for the Lines outside of the Continental Conference. This regulation was undoubtedly very familiar to them and we believe that such a violation of regulations shall not subsequently be approved or excused on account of the fact that the differences between the Lines had subsequently been adjusted.

8714

We await your reply, and remain

Respectfully,

OELRICHS & CO.

8715

8716 **Petitioner's Exhibit 855.**

Translation.

Per "St. Paul."

New York, Oct. 7, 1909.

Management of the North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your favor of Sept. 22nd, contents of which had our attention, and beg to state that at various times when discussing the placing of the Eastbound war steamers, we mentioned our
8717 steamers, as we have a Minus. However, as you will know, the competition steamers in question usually sail Saturdays, and often postpone, as experience has taught, their departure to the following Monday or Tuesday. When sailing Saturday, the competition steamer in question must, of course, also sail the same day, so that thereby we are in arrears with our Thursday Mail Steamers and for that reason our steamers cannot be further considered in this connection. You will undoubtedly agree with us that a competition steamer two days *before* departure of the steamer would have little sense and would not be in the sense of the agreement involved.

8718 According to Article 22, when placing the competition steamers the Minus parties are always considered first of all, in first rank the steamers of the Continental Lines. Only after some exertion we succeeded in preventing the Committee Members from considering the English steamers minus under such circumstances, for as we interpret the article in the sense of competition, continental business is chiefly involved and for this Continental steamers are, of course, the best means. Whenever the opportunity offers we will, of course, remember your request.

Respectfully,

OELRICHS & CO.

Petitioner's Exhibit 856.

8719

Translation.

Bremen, October 13, 1909.

Messrs. Oelrichs & Co.,
New York.

We received your esteemed favor of the 4th inst. from which we note that the representatives of the Italian Line in your city have renewed their demand that the cash penalties imposed during the tariff fight the year before last against various continental agents be cancelled.

Negotiations in this connection have actually taken 8720
place, but not in the sense of a cancellation of the penalty, but that the disqualifications imposed upon certain agents be withdrawn. The provisional arrangement signed by General Director Dr. Wiegand, General Director Ballin and Messrs. Crespi and Dr. Paratoe, dated Sept. 16, 1908, decrees in Art. 12 as follows in this connection:

> "With the enforcement of the contract desired, the disqualifications imposed on American Agents owing to the differences hitherto existing between the Lines are cancelled."

This provision was not included in the contract at 8721
the consummation of the final agreement, but we will not oppose the demand of the Italian Lines, as far as it refers to the compliance of the obligations accepted in the above paragraph.

In regard to the refund of the money penalties, conditions are insofar peculiar that if the information given you—which can hardly be questioned—is correct, these penalties need not be paid by the guilty agents but by the Italian lines. Under these circumstances it seems advisable to us to discuss the question at the approaching conferences with the lines interested in it

8722 *Petitioner's Exhibit 856*

and for this purpose we would like to receive further details from you in regard to the amount involved.

Our gentlemen have only very unwillingly agreed to the cancellation of the disqualifications in view of the demoralizing influence which such a measure must exert, but the Italians were determined not to concede this point under any conditions.

We are entirely satisfied with your action in referring the Italian Lines with their demands to the Home Offices and will now wait and see if they approach us in this matter.

Respectfully,

8723 NORTH GERMAN LLOYD.

8724

Petitioner's Exhibit 857.

8725

Translation.

Per "La Provence."

New York, October 27, 1909.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate to..) New York regular advocating ($36.50) Baltimore, 8726
Galveston advisedly ($34) Longicorn (Inform A. Schumacher & Co.) Holt."

and immediately wired and wrote to Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, the passage of interest to them.

Our own corrected price circulars will be sent to our agents tomorrow.

Respectfully,
OELRICHS & CO.

8727

8728 **Petitioner's Exhibit 858.**

Translation.

Per SS "Kronprinz Wilhelm."

New York, October 30, 1909.

Management of North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your favor of the 13th inst. and thank you for your information in the matter of the request of the local representatives of the
8729 Italian Lines, that the penalties imposed by the Continental Conference during last year's tariff fight on the various continental agents shall be cancelled and refunded.

We regret that we had no knowledge of the provisional arrangement of Sept. 16, 1908 (Article 12) for we are firmly convinced that on basis of the same we could have rejected further claims or demands of the representatives of the Italian Lines here.

When meeting after a tariff fight or when admitting a new line to one of the Conferences, it was customary last year to include the agents proposed by the Line, who had supported them during the fight, in a so-
8730 called "Eligible List" of the Conference, so that these could also eventually serve the other lines. Also those agents who had been disqualified in the course of such a tariff fight, if not too serious accusations had been made against them, were again accepted in a similar manner. In no former difference of this nature however, was the demand submitted to refund money penalties.

In compliance with your wish we enclose herewith a list of the Continental Agents who had money penalties against them, stating the amount and giving the

 8731

Continental Conference Minutes, for your information.

At a recent meeting, prior to the receipt of your favor, the representatives of the Italian Lines here again brought the matter to discussion and the writer took up the matter with them, in agreement with the representatives of the other Continental Lines.

From the advices now received from the representatives of the Italian Lines, the latter abroad authorized their representatives here at the time to pay the penalties in question, respectively they guaranteed to indemnify the agents. The representatives of the Italian 8732
Lines here now wish refund of these penalties from the Continental Conference and advised the writer that in case the Continental Conference here did not O. K. this refund, they would be placed in the position of charging their companies with the penalty amounts, which they had not done as yet, in the hope that they would be refunded the amounts.

Writer hereupon took occasion to indicate to the representatives that they themselves could now, after such a long time, induce the agents under the regulations of the Continental Conference to ask for a new hearing or a resumption of their case and promised that in such a resumption, the matter would again be examined thoroughly. It hardly can be assumed that 8733
even in case of a resumption of the claim on the part of the agent, a different result than the confirmation of the penalty can be expected, for the cases were accurately and thoroughly gone into at the time by all the Continental Lines.

The confirmation, after such a new hearing, would therefore, terminate this matter. We leave it to you to consider if it would not perhaps be advisable to settle the entire matter in this manner, respectively, should the Italian Lines on the other side bring the matter to discussion in the Conference, refer them to

8734 *Petitioner's Exhibit 858*

the Continental Conference here with the intimation that the Agents can ask for a new hearing and this would be granted them. Should the penalties, however, be then confirmed, a refund could not be made.

The action of the agents in question, especially Agent Goldberger, was at the time so disagreeable for the Continental Lines that all the representatives of the Continental Lines could only approve a refund of the penalty in the most extreme case.

It was Goldberger, for instance, who called it to the attention of the Italian Lines that they could compete with the Continental Lines in the Hungarian business,
8735 who delivered to the representatives of the Italian Line the names and addresses of the active agents in the Hungarian business, yes, even allowed a representative of the Italian Line to telegraph these active agents in the Hungarian business, and gave the Italian Lines here the various through-rates which were in force at the time.

A cancellation or refund of these money penalties would, therefore, almost signify approval of their actions and in eventual subsequent differences, only incite these agents to further steps and measures. We await your reply.

Respectfully,

8736 OELRICHS & CO.

Petitioner's Exhibit 859.

8737

New York, October 30th, 1909.

Continental Conference.

Fines imposed by Continental Conference Lines upon certain of their agents during 1908 for selling Continental tickets eastbound via Genoa.

In 1905 a circular was issued (copy attached dated May 23, 1905) by Continental Conference Lines. This was re-affirmed by Continental Conference Lines in their Circular No. 20 dated April 9, 1908. Similar circular (No. 5, dated May 6, 1908, copy attached) was issued by North Atlantic Conference Lines.

8738

Fines on A. A. C. Agents for selling tickets to Continental points via Italian ports.

Agent and Addresses	Minutes	Fine	When Paid	File
Jacob Klein, 1340 Penn. Ave., Pittsburg, Pa.	Cont. C/M 1092	$ 50.00	May 7, 1908	483—C
Lipshutz & Wurzel, 614 Poplar St., Phila., Pa.	Cont. C/M 1109	150.00	Sept. 4, 1908	489—C
Paul Saric, 110 S. 17 St., St. Louis, Mo.	AAC. 5—13	25.00	Nov. 28, 1908	502—7
J. D. Gross, 1728 S. Bway, St. Louis, Mo.	AAC. 51—116	25.00	Aug. 11, '08	531—C
Wm. M. Flynn, 136 S. Front, Steelton, Pa.	AAC. 63—116	17.00	Sept. 28, '08	515—C
M. B. Goldberger, 75 Clarkson St., City.	AAC. 14 Cont. C/M 1093	500.00	May 9, '08	517—C
C. F. Zaruba & Co., 320 W. Pike St., Clarksburg, W. Va.	AAC. 5—12—50	50.00	July 20, '08	519—C
J. G. Kelly, Braddock, Pa.	AAC. Min. 5—11—50	100.00	July 23, '08	518—C
Provident Sav. Bk. & Tr. Co., Cincinnati, O.	AAC. 20—50—105	50.00	Aug. 5, '08	525—C
		$667.00		

8740 **Petitioner's Exhibit 860.**

Translation.

Per "St. Paul."

New York, November 5, 1909.

Management of North German Lloyd,
Steerage Dept.,
Bremen.

We hand you enclosed two copies of the Minutes of the American Atlantic Conference, Meeting July 29th, No. 15, which have only been confirmed now by all
8741 the lines, for your information. The contents hardly require any further explanation.

Respectfully,
OELRICHS & CO.

8742

Petitioner's Exhibit 861.

8743

Translation.

Per "New York."

New York, November 12, 1909.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your yesterday's cable:

"Unlawed (reduce prepaid rate) New York Express adytum ($38.50) regular advisedly 8744
($34) Baltimore Galveston advertency ($31.50) Longicorn (inform A. Schumacher & Co.) Holt."

and immediately advised Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, by letter and wire, of the paragraph in question.

The reduction of the prepaid rates for our fast steamers from $43.50 to $38.50 may have the desired effect and assist in stirring up our prepaid business. In our opinion the rate of $43.50 plus the head tax was too high under prevailing conditions and hindered the entire prepaid business for our steamers.

We remain, 8745

Respectfully,
OELRICHS & CO.

8746 **Petitioner's Exhibit 862.**

Translation.

Bremen, November 29, 1909.

Mr. Gustav H. Schwab,
New York.

Dear Mr. Schwab:

I returned on Saturday from the Atlantic Conference in London. We have not been able to attain anything particular this time. It was attempted to increase the rates for II. and III. Class, the former by
8747 M 10, the latter by M 5, but this failed for the present on account of the opposition of the Canadian Pacific. The latter declared openly that their shipping interests in comparison with their railroads were very insignificant and that it does not suit the latter to increase the rate. Finally, however, Mr. Booth promised to urge the increase with his company, so that it is possible that the matter will yet be adjusted.

I am, with best regards,

HEINEKEN.

8748

Petitioner's Exhibit 863. 8749

Translation.

Bremen, December 13, 1909.

Messrs. Oelrichs & Co.
New York.

The position per December 7th is as follows:

	Westbound		Eastbound	
Hamburg American Line	plus 20		— 969	
Holland America Line	plus 309		— 15	
North German Lloyd	— 3715		— 3723	
Red Star Line	plus 5019		— 104	
Allan Line U. S. A. serv.	— 169		plus 1972	8750
Anchor Line	— 110		plus 163	
American Line	plus 1278		plus 36	
Dominion Line	— 7695		plus 1454	
White Star	plus 4563		— 1519	
Cunard Line	plus 500	Liverp. ser.	plus 2660	
		Adriatic ser	plus 259	
		Canpac	— 214	

Respectfully,
NORTH GERMAN LLOYD,
Steerage Department,
(Signed) Seyde.

8751

8752 **Petitioner's Exhibit 864.**

Translation.

Bremen, December 21, 1909.

Messrs. Oelrichs & Co.,
New York.

The position per December 15th is as follows:

	Westbound			Eastbound	
	Hamburg-America Line	plus 731		— 1413	
	Holland America Line	— 169		— 333	
	North German Lloyd	— 3745		— 4550	
8753	Red Star Line	plus 5355		— 358	
	Allan Line U. S. A. serv.	— 214		plus 2548	
	Anchor Line	— 356		plus 61	
	American Line	plus 1296		— 89	
	Dominion Line	— 7308		plus 1334	
	White Star Line	plus 4475		— 226	
	Cunard Line	— 65	Liverp. serv.	plus 2907	
			Adriat. serv.	plus 71	
			Canpac.	plus 48	

Yours very truly,
NORTH GERMAN LLOYD,
Steerage Department,
(Signed) Plettenberg.

8754

Petitioner's Exhibit 865.

8755

Translation.

Bremen, December 31, 1909.

Messrs. Oelrichs & Co.,
New York.

The position for December 23, 1909, will be as follows:

Westbound		Eastbound
plus 774	Hamburg American Line	— 1894
— 123	Holland America Line	— 457
— 2634	North German Lloyd	— 4513
plus 5135	Red Star Line	— 630
— 198	Allan Line U. S. serv.	plus 2980
— 551	Anchor Line	plus 93
plus 1934	American Line	— 26
— 7275	Dominion Line	plus 1273
plus 3895	White Star Line	— 103
— 957	Cunard Line, Liverp. serv.	plus 3437
	" " Adriatic serv.	— 25
	Canpac.	— 135

8756

Yours very truly,
NORTH GERMAN LLOYD,
Steerage Department,
(Signed) V. VIGNAU.

8757

8758

ATLANTIC POOL.

8759

Correspondence Between

North German Lloyd

and

Oelrichs & Co., Agents.

1910.

8760

Petitioner's Exhibit 866. 8761

Translation.

Per "Kaiser Wilhelm II."

New York, January 3, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of Dec. 31st:

> "Unlavished (advance prepaid rates) New 8762
> York Express affabrous ($43.50) regular adytum ($38.50) Baltimore Galveston advocating ($36.50) unklagbar (advance outward) New York regular advisory ($35.) Galveston advisory ($35). New York express Baltimore unchanged. Longicorn (inform A. Schumacher & Co.) Holt."

And took note of the increase in the prepaid rates, as also the outward rates, which we today communicated to our agents, as per the enclosed circular.

We communicated the information in which they were interested to Mr. Alfred Holt, Galveston and Messrs. A. Schumacher & Co., Baltimore, both by 8763
letter and wire.

Respectfully,

OELRICHS & CO.

8764 **Petitioner's Exhibit 867.**

Lloyd Bremen.

January 18th, 1910.

What do you propose Third Cabin Rates Eastbound Westbound George Washington?

Petitioner's Exhibit 868.

Translation.

8765 Per "Philadelphia."

New York, Jan. 20, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

(Extract.)

In our cable of the 18th inst. we furthermore inquired of you what eastbound and westbound rate you contemplated quoting for the III Cabin of SS "George Washington," February 8th, from there and February 24th from here, in view of the increase in the
8766 steerage rate for the Mail Steamers, and await your reply hereto.

Respectfully,
OELRICHS & CO.

Petitioner's Exhibit 869. 8767

Translation.

Per "Kronprinz Wilhelm."

New York, January 24, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

We confirm our cable of the 18th inst. and our letter of the 20th inst. per "Philadelphia" and acknowledge receipt of your today's cables:

8768

"Cameronian (refer to our telegram of 18 inst.) Third cabin hurricane (George Washington) outward adynamy ($38) prepaid affecting ($48) plus headtax."

And noted the rates of $38 from here, $46, plus head tax from there for the III Cabin on "George Washington."

Respectfully,

OELRICHS & CO.

8769

8770 **Petitioner's Exhibit 870.**

Translation.

Bremen, 24th January, 1910.

Messrs. Oelrichs & Co.,
New York.

III. Class Rates SS "George Washington."

In reply to your cable of the 18th inst. we wired you as follows:

> "Refer to your telegram of 18th inst. Third Cabin 'George Washington' outward $38, prepaid $46 plus headtax."

8771

These rates are the same as charged by the Hamburg American Line for their SS "Auguste Victoria" and "Amerika" at the present time.

We take this opportunity to call to your attention that until further notice Russian passengers in the III Class *Westbound* cannot be transported. We would request you to note accordingly on the prepaid rate.

Respectfully,

N. G. L.

8772

Petitioner's Exhibit 871.

8773

Translation.

Per SS "Celtic."

New York, Jan. 31, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your cable of today:

"Unlawed (reduce prepaid) third hurricane (George Washington) affabrous ($43.50) plus headtax." 8774

And accordingly reduce our III Cabin Prepaid Rate for "George Washington" from $46 to $43.50 plus the headtax.

Respectfully,

OELRICHS & CO.

8775

8776 **Petitioner's Exhibit 872.**

Translation.

Per SS "La Bretagne."

New York, February 2, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your favor of Jan. 24th, and have taken note of your remarks in regard to the III Cabin Rate for SS "George Washington." In ac-
8777 cordance with your cable of January 31st, and our letter of the same date the prepaid price III Cabin for this steamer has now been reduced to $43.50 plus the headtax.

The bookings of the Russian prepaid passengers in the III Cabin have been stopped by us and forbidden owing to former advice.

Respectfully,

OELRICHS & CO.

8778

Petitioner's Exhibit 873.

8779

Translation.

Per "Adriatic."

New York, March 11, 1910.

North German Lloyd,
Passage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Habirebano (please despatch) hydropathy (Darmstadt) avoideth (March 19th) foliferous (steerage rate) aduncity ($27) fusileers (a commission of $2)" 8780

and will accordingly expedite SS "Darmstadt" from here Saturday, March 19th, with an outward steerage date of $27, less $2 commission.

Respectfully,

OELRICHS & CO.

8781

8782 **Petitioner's Exhibit 874.**

Translation.

Bremen, May 6th, 1910.

Messrs. Oelrichs & Co.,
New York.

Dear Sirs:

Director Heineken, who is at present in Paris attending various meetings, wires as follows:

> "Increase New York steamers Philadelphia
> 8783 Baltimore steamers by 10 Mark, therefore to 170 and 160. Secretary already advised advised New York."

We therefore cabled you thus:

> "*Frequency* (have advanced steerage rates to mail steamers) *takingly* (170) Baltimore Philadelphia *tailblock*. (160) Marks fast steamers Galveston unchanged *longicorn* (inform A. Schumacher & Co., Baltimore)."

Your cable reading:

> "We recomend advance outward rates third cabin SS 'George Washington' to $40 it is
> 8784 our opinion that can fill her."

was duly received. We made Director Heineken acquainted with its contents and are now awaiting to hear from him. We shall communicate with you as soon as his answer comes to hand.

Yours very truly,

N. G. L.

Petitioner's Exhibit 875.

8785

Translation.

Per "Philadelphia."

New York, May 6, 1910.

The North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your todays cable:

"Frequency (have advanced Steerage rate to) Mail Steamer takingly (170) Baltimore Philadelphia tailblock (160) Mark Mail Steamer Galveston unchanged, longicorn (inform A. Schumacher & Co., Baltimore)" 8786

and note the advance in the prepaid rates from there for the Mail steamers from here of $38.50 to $41, for the Mail Steamers to Baltimore and Philadelphia from $36.50 to $38.50.

We immediately instructed Messrs. A. Schumacher & Co. by wire of the part they are interested in and also wrote them.

Respectfully,
OELRICHS & CO.

8787

8788 **Petitioner's Exhibit 876.**

Translation.

Bremen, May 9, 1910.

Messrs. Oelrichs & Co.,
New York.

III. Class Eastbound Rate SS. "George Washington."

We cabled you today as follows:

"Freezing (advance outward rate to) hurricane (SS 'Washington') third cabin aero-
8789 mancy ($40)"

which we confirm herewith. We have made the increase as per your suggestion transmitted to us on the 6th inst. by cable and hope that you will be able to fill the III Class of SS "George Washington" for the following trips at the increased rate.

Respectfully,

N. G. L.

8790

Petitioner's Exhibit 877.

8791

Translation.

Per SS "New York."

New York, May 20, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your favors of the 6th and 9th inst., the latter from the Steerage Dept., and confirm our letters of the same dates, in regard to the advance in the prepaid rates for the mail steamers 8792
New York-Philadelphia-Baltimore and the advance in the eastbound third cabin rates for SS "George Washington."

We do not doubt that we will be able to fill the third cabin of SS "George Washington" at the advanced rate.

Respectfully,
OELRICHS & CO.

8793

8794 **Petitioner's Exhibit 878.**

Translation.

Per "St. Louis."

New York, June 8, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

8795 "Membranes (reduce to) hurricane (Washington) baffled (June 9th) foliferous (steerage rate) adroitly ($24.00)"

and have communicated the further reduction of the steerage rate for SS "George Washington," tomorrow from here, to $24, as far as possible, immediately per telegram and telephone, to the various agents accessible, but believe that the reduction comes too late to exert any important influence on the number of passengers, and fear that quite a number of agents will only take advantage of the reduction to exchange the tickets already sold at $27 to $24.

Respectfully,

OELRICHS & CO.

8796

Petitioner's Exhibit 879.

8797

Translation.

Per SS "New York."

New York, June 16, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cables:

"Hyacinth (SS 'Main') baikalean (June 23rd) Frenchman (reduce steerage rates to * * *) aduncity ($27.00)" 8798

and will, accordingly, quote a steerage rate for SS "Main" June 23rd from here to Bremen of $27.

Respectfully,

OELRICHS & CO.

8799

8800 **Petitioner's Exhibit 880.**

Translation.

Per "Kaiser Wilhelm II."

New York, July 2, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Hurtful ('Barbarossa') balconized (July 7th) univocaco (reduce steerage rate to)
8801 aduncity ($27.00)"

and immediately took steps to reduce the steerage rate for SS "Barbarossa" July 7th, from here to Bremen, to $27.

We regret that you did not advise us of this reduction earlier for as a result of the holiday Monday, July 4th, and the warm weather, the greater number of offices and, therefore, the printers also, have closed today.

Respectfully,
OELRICHS & CO.

8802

Petitioner's Exhibit 881. 8803

Translation.

Per SS "Barbarossa."

New York, July 6, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

> "Hurtful ('Barbarossa') Univocacao (reduce steerage rate to) adroitly ($24) advertise New York only." 8804

and have accordingly instructed all the agents here by telephone, that the steerage rate for SS "Barbarossa" tomorrow, the 7th of July, from here, would be reduced to $24.

The reduction comes too late to communicate the same today to the Agents by means of circulars.

Respectfully,

OELRICHS & CO.

8805

8806 **Petitioner's Exhibit 882.**

Translation.

Per SS "New York."

New York, July 15, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Husband (SS 'Bremen') ballast (July 21st)
8807 univocacao (reduce steerage rate to) aduncity
($27.00)"

and have, therefore, put in force the reduced rate of $27 for SS "Bremen," July 21st, from here to Bremen.

Respectfully,
OELRICHS & CO.

8808

Petitioner's Exhibit 883.

8809

Translation.

Per SS "Lusitania."

New York, July 19, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of the 12th inst.

"Husband (Bremen) ballast (July 21st) uni- 8810
vocacao (reduce steerage rate to) adroitly (24 dollars)"

and have accordingly advised our agents, within 12 hours of New York, by telegraph and circular of the reduction in the steerage rate from $27 to $24 for SS "Bremen" July 21st, from here to Bremen.

Respectfully,

OELRICHS & CO.

8811

8812 **Petitioner's Exhibit 884.**

Translation.

Per SS "Campani."

New York, July 26, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of today:

"Ideology (Prinz Friedrich Wilhelm) balsamine (Aug. 4th) univocacao (to) aduncity
8813 ($27)"

and accordingly reduce the Outward Steerage rate for SS "Prinz Friedrich Wilhelm" August 4th, from here to $27.

Respectfully,
OELRICHS & CO.

8814

Petitioner's Exhibit 885.

8815

Translation.

Per "Kaiser Wilhelm II."

New York, August 1, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We confirm receipt of your today's cable:

"Ideology (Prinz Friedrich Wilhelm) Balsamine (August 4th) Univocacao (reduce steerage rate to) addressed ($23)" 8816

and have accordingly further reduced the steerage rate for SS "Prinz Friedrich Wilhelm" August 4th, from here and have advised the agents interested, by telegram as also circular, of this.

Respectfully,

OELRICHS & CO.

8817

8818 **Petitioner's Exhibit 886.**

Translation.

Per "La Provence."

New York, Aug. 17, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate to) New
8819 York Express affabrons ($43.50) regular adytum ($38.50) Baltimore Phila advocating ($36.50) Galveston advisedly ($34.00) longicorn (advise A. Schumacher & Co., Baltimore) Holt"

and note the reduction in the prepaid rates as follows:

Bremen-New York fast steamers to $43.50 (from $45).

Bremen-New York Mail Steamers to $38.50 (from $41).

Bremen-Baltimore steamers to $36.50 (from $38.50).

8820 Bremen-Philadelphia steamer to $36.50 (from $38.50).

Bremen-Galveston steamers to $34 (from $36.50).

We are immediately advising our agents of the reduction, enclosing the usual circular, and remain

Respectfully,

OELRICHS & CO.

Petitioner's Exhibit 887.

8821

Translation.

Per "St. Paul."

New York, August 18, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

> "Unklagbar (advance outward rate) New York regular advoutry ($37) express afeard ($42)"

8822

and were still able to include the advance of the eastbound steerage rates of from $35 to $37 for the Mail Steamers $40 to $42 for the Fast Steamers in our new price lists.

We have also included in these new steerage price lists a number of new railroad stations, to which, we know from experience, passengers get through-booked), and, on the other hand, have dropped a number of stations which are no longer demanded.

As you will have also seen from the price list, we have included the eastbound steerage rates to Livorno, Milan, Torino and Messina also. We refer to our former correspondence. Contrary to your assumption and the advices of Messrs. Leopold Fratelli, all the lines have always continued to issue tickets to these ports and we saw no good reason for excluding ourselves from the sale of through tickets to these points. You requested us at the time, following the catastrophe in Sicily, to quote no rate to Palermo and Messina, but requested us subsequently to include Palermo in our price list again, but we have not as yet received any advices from you whatsoever in regard to Messina and have only followed the example of other lines, which again include Messina.

8823

Respectfully,

OELRICHS & CO.

8824 **Petitioner's Exhibit 888.**

Translation.

Per SS "Campania."

New York, August 23, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of the 23rd inst:

8825 "Huskily (Grosser Kurfuerst) Bannocks (Sept. 1st) Univocaco (reduce steerage to) Aduncity ($27)"

and note from the same that you have reduced the steerage rate for SS "Grosser Kurfuerst" Sept. 1st, from here to Bremen to $27.

We advised our agents of this reduction, enclosing the usual circulars, and remain

Respectfully,

OELRICHS & CO.

8826

Petitioner's Exhibit 889.

8827

Translation.

Per "Philadelphia."

New York, Aug. 25, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of today:

"Unlawed (reduce prepaid rate to) Baltimore Philadelphia Advisedly ($34) Longicorn (inform A. Schumacher & Co.)."

8828

and immediately notified our agents, Mr. M. Rosenbaum, Philadelphia and Messrs. A. Schumacher & Co., Baltimore, of the reduction in the prepaid rate from Bremen to Baltimore, and Bremen to Philadelphia to $34.

Respectfully,
OELRICHS & CO.

8829

8830 **Petitioner's Exhibit 890.**

Translation.

Per "Kronprinz Wilhelm."

New York, August 29, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Huskily (Groesser Kurfuerst) Bannocks (Sept. 1st) Univocacao (reduce steerage to)
8831 Ascending (£24) should read Adroitly ($24)."

and accordingly further reduce the outward steerage rate for SS "Groesser Kurfuerst" 1 Sept. from here to $24.

We have telegraphed the agents in the respective interested district of this reduction, as, owing to the short period of time, circulars would have no more effect.

Respectfully,
OELRICHS & CO.

8832

Petitioner's Exhibit 891.

8833

Translation.

Per "New York."

New York, Sept. 9, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unklagbar (advance outward rates) New York Express Affable ($43) regular adynamy ($38). Third Class Aeromoncy ($40)."

8834

and therefore, in our circular, which all the agents will receive tomorrow, we will increase our rate for fast steamers from here to Bremen to $43 and for Mail Steamers from here to $38, and the III Class Rate to $40 per person.

Respectfully,

OELRICHS & CO.

8835

8836 **Petitioner's Exhibit 892.**

Translation.

Per SS. "Kronprinzessin Cecilie."

New York, Sept. 19, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

As there is a prospect of our eventually receiving a large quantity of Cotton for SS "Friedrich der Grosse" Sept. 29th from here, we had to wire you on the
8837 17th inst. as follows, in order to make our arrangements:

> "Will Hushmoney (Friedrich der Grosse) Barbotte (Sept. 29th) have reduced fortitude (continental outward rate) hahevandi (we ask) timofilla (on account of) cotton cargo."

We acknowledge receipt of your today's reply:

> "Camerating (refer to your telegram of 17th inst.) Hushmoney (Friedrich der Grosse) Barbette (Sept. 29th) fortitude (continental outward rate) no reduce."

from which we note that the "Eastbound" steerage
8838 rate for the above steamer will probably not be reduced and, therefore, we cannot demand the full steerage space.

Respectfully,
OELRICHS & CO.

Petitioner's Exhibit 893.

8839

Translation.

Per "La Provence."

New York, Oct. 5, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

In looking through the Eastbound "Weekly Statistics" No. 33, Form 2, we note that the steerage rate from Baltimore to Bremen is given from Sept. 8th as $34. With your cable of Sept. 9th:

8840

> "Unklangbar (advance outward rates) New York Express affable ($43) regular adynamy $38) third class aeromoncy ($40)."

You had increased the outward rate for the fast steamers to $43, for the mail steamers to $38 and for the III Cabin on SS "George Washington" to $40, but we cannot find any instructions in regard to the outward rate from Baltimore to Bremen at $34, and Messrs. A. Schumacher & Co., Baltimore, likewise do not seem to have received from you direct any instructions in this matter.

We mention this in the way of routine, and remain,

8841

Respectfully,

OELRICHS & CO.

8842 **Petitioner's Exhibit 894.**

Translation.

Per "Deutschland."

New York, Oct. 6, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate) Baltimore Philadelphia Galveston advertency ($31.50) unklagbar (advance outward) Baltimore advisory ($35) Longicorn (Inform A. Schumacher & Co.) Holt."

8843

and note the reduction of the Baltimore, Philadelphia and Galveston prepaid rate to $31.50 plus head tax and the advance in the Baltimore outward rate to $35, and immediately notified Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, of this.

We remain,

Respectfully,

OELRICHS & CO.

8844

Petitioner's Exhibit 895.

8845

Translation.

Bremen, October 7, 1910.

Messrs. Oelrichs & Co.,
New York.

Complement our reduction of the steerage rate for fast steamers, as cabled you today, to M 160, and to M. 140 for mail steamers, we beg to advise that we have likewise reduced the rate for the III Class by M. 20, so that the same now amounts to M. 163 plus M. 17 head tax.

8846

We take this opportunity of requesting you to kindly include in your prospectus for steerage rates in future those for the III Cl. also, as this has not been done hitherto.

Respectfully,

N. G. L.

8847

8848 **Petitioner's Exhibit 896.**

Translation.

Per "Deutschland."

New York, Oct. 7, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unlawed (reduce prepaid rate to) New York express adytum ($38.50) regular ad-
8849 visedly ($34)."

and accordingly reduce our prepaid rate for the

Fast Steamers from $43.50 to $38.50.
Mail Steamers from $38.50 to $34.

plus head tax.

Respectfully,
OELRICHS & CO.

8850

Petitioner's Exhibit 897.

8851

Translation.

Per "Germany."

New York, Oct. 7, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

We acknowledge receipt of your cable of today:

> "Ideology (Prinz Friedrich Wilhelm) barklouse (October 13th) univocacao (reduce steerage rate to) aduncity ($27)."

8852

and have advised our agents of this reduction immediately, by telegraph as also through circular.

Today we received a visit from Mr. William Phillipp, Traffic Manager of the Canadian Northern Line, which, as you know, supports the Royal Steamship Line between Bristol and the Canadian ports, and which was admitted to the conference on the other side only a short time ago.

Mr. Phillip advises us that they had already considered putting more steamers into service to increase the same and, of course, in this connection had thought of the steamers of the Uranium S. S. Co., which was supported by some of their principal stockholders. We intimated to Mr. Phillipp that the withdrawal of these 8853
steamers from the New York service would undoubtedly help adjust the existing difficulties here, as Mr. Phillipp since his connection with the Royal S. S. Co. has undoubtedly always endeavored to conduct the business in conformity with the agreement and the existing regulations and usages. Today, also, he repeatedly expressed the opinion that it was absolutely not necessary to resort to measures, such as had been used by the S. S. Co. mentioned, the Uranium S. S. Co. and its predecessors.

Respectfully,

OELRICHS & CO.

8854 **Petitioner's Exhibit 898.**

Translation.

Per "Mauretania."

New York, Oct. 11, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We confirm our favor of Oct. 7th and acknowledge receipt of your today's cable:

8855 "Ideology (Prinz Friedrich Wilhelm) barklouse (October 13th) univocacao (reduce steerage rate) adpressed ($23)."

and have advised our agents, by telephone and telegram of the further reduction to $23 in the outward rate for SS "Prinz Friedrich Wilhelm" Oct. 13th.

We learned yesterday that the competition is offering a price of $25 less $3 and $4.

Respectfully,
OELRICHS & CO.

8856

Petitioner's Exhibit 899.

8857

Translation.

Per "Lusitania."

New York, Oct. 18, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Unlavished (Advance prepaid rate to) express aeroscopy ($41) regular advocating ($36.50) Baltimore Philadelphia Galveston advisedly ($34) Longicorn (inform A. Schumacher & Co.) Holt Formality (Mediterranean outward rate) remains aerated ($39)."

8858

and immediately notified Messrs. A. Schumacher & Co., and Mr. Alfred Holt, Galveston, Texas, of the increase of their Prepaid Rates, and also publish the same in our price list.

Respectfully,

OELRICHS & CO.

8859

8860 **Petitioner's Exhibit 900.**

Translation.

Per "Kronprinz Wilhelm."

New York, Oct. 22, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of the 21st inst:

8861 "Hurtfull (Barbarossa) barometer (October 27th) Univocacao (reduce steerage rate to) adunancity ($27)."

and note the reduction of the steerage rate for SS "Barbarossa," Oct. 27th from here, to $27, which we immediately communicated to the interested agents.

Respectfully,
OELRICHS & CO.

8862

Petitioner's Exhibit 901.

8863

Translation.

Per "Kronprinz Wilhelm."

New York, October 24, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of today's date:

"Hurtful (Barbarossa) Barometer (Oct. 27th) Univocacao (reduce steerage rate) addressed ($23)." 8864

and have taken note of the reduction in the through rate for SS "Barbarossa" Oct. 27th from here, to $23, which we immediately communicated to the agents interested.

Respectfully,
OELRICHS & CO.

8865

8866 **Petitioner's Exhibit 902.**

Translation.

Per "La Touraine."

New York, October 26, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of the 26th inst:

8867 "Unlawed (reduce prepaid steerage rate to Baltimore Philadelphia Galveston Advertency ($31.50) Longicorn (Inform A. Schumacher & Co., Baltimore) Holt."

and have wired and written Messrs. A. Schumacher & Co., Baltimore and Mr. Alfred Holt, Galveston, Texas, of the reduction in the prepaid rate from there to Baltimore, Philadelphia and Galveston to $31.50.

We remain,

Respectfully,
OELRICHS & CO.

8868

Petitioner's Exhibit 903.

8869

Translation.

Per "Oceanic."

New York, Nov. 1, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your today's cable:

"Univocacao (reduce steerage rate outward) Huskily (Kurfuerst) Barricado (Nov. 10th) adopters ($21)."

8870

and note the reduction in the steerage rate for SS "Grosser Kurfuerst," Nov. 10th from here, to $21, which we immediately communicated to the agents interested.

Respectfully,
OELRICHS & CO.

8871

8872 **Petitioner's Exhibit 904.**

Translation.

Bremen, Nov. 17, 1910.

Messrs. Oelrichs & Co.,
New York.

Westbound—Steerage rates for Mail Steamers to New York.

We beg to advise that in view of our pool status we have reduced our westbound cash rates for New York until further notice to M. 130. As you will have ob-
8873 served, however, we have allowed the prepaid rates to remain unchanged and for this reason did not cable you.

Eastbound steerage rates New York-Mediterranean.

As we still have a plus of more than 1000 in the pool, for the present we wish to continue the rate of $39.

Respectfully,

N. G. L.

8874

Petitioner's Exhibit 905.

8875

Translation.

Per "Teutonic."

New York, Nov. 22, 1910.

North German Lloyd,
Passenger Dept.,
Bremen.

In looking through your prospectus of Oct. 27th, S6905 (white paper) we find that you give the third cabin Prepaid Rate for SS "George Washington" as Mk. 163 (about $39) whereas, in accordance with your 8876
latest instructions, we quote this rate at $43.50. We would request you, therefore, to kindly advise which rate is correct, so that we can change our price list accordingly.

Respectfully,
OELRICHS & CO.

8877

8878 **Petitioner's Exhibit 906.**

Translation.

Per "St. Louis."

New York, Nov. 25, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your favor of the 17th inst. and note that in view of your status, you have reduced your Westbound Steerage rate for New York,
8879 until further notice, to M. 130 for Mail Steamers, but will leave the prepaid rates unchanged, and similarly, will also allow the eastbound steerage rate *New York-Mediterranean* to remain at $39, for the present, on account of your position.

We remain,

Respectfully,
OELRICHS & CO

8880

Petitioner's Exhibit 907.

8881

Translation.

Per "St. Louis."

New York, November 25, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We refer to our favor of October 4th, 1909, your favor of October 13, 1909, our favor of Oct. 30th, 1909, and your favor of November 15, 1909, in the matter of the demand of the Italian Lines, that the 8882
penalties, which were imposed on various Continental Agents, and especially agent M. B. Goldberger ($500) for violation of the regulations of the Continental Conference at the time of the Italian Continental Rate Fight, be refunded.

On Jan. 13, 1910 last the Italian Lines, who made this demand, were heard by the Continental Conference, for the purpose of reconsidering the matter, especially the case of Agent Goldberger.

After a detailed discussion the representatives of the Continental Lines, however, could only sustain their former decision, that a refund of the penalties could not be made, for the reason that the action of Agent 8883
Goldberger was too treacherous, and betrayed the interests of the Continental Lines, for whom he served as agent and to whom he was bound, in such a manner that no excuse could be found for it.

The fact that the Italian Lines, respectively the three lines represented by the firm Hartfield, Solari & Co., the Navigazone Generale, La Veloce and Italia, paid these penalties, or had refunded them to the agents, could not be considered here. The conclusion of this re-consideration of the matter was given in several memoranda as follows:

8884 *Petitioner's Exhibit 907*

"At the opening of the meeting it was stated that this matter was held at the special request of the Italian Lines in order to discuss and consider the matter of a fine of $500 imposed by the Continental Conference April 17th, 1908, upon the agency of M. B. Goldberger, 75 Clarkson Street, New York City, notified him May 2nd, and paid May 6th, 1908.

"It was stated in behalf of the Continental Conference that the action of Goldberger, who was first of all a Continental agent, could not be considered by the Continental Lines otherwise than a betrayal of the confidence placed in him by knowingly and willingly giving the use of his name for the purpose of deviating Continental business from its usual course against definite instructions, and in direct and flagrant violation of established rules.

8885

"That Goldberger by his example, invited the demoralization of the business; that a cancellation of his agency for the Continental Lines was fully deserved, and that a change to a fine was a concession made out of courtesy to the Italian Lines, and that under no circumstances, the fine of $500 should be reduced."

8886 Unfortunately the other minutes in regard to this Meeting could not be made public, as at that time the Secretary of the Conference had been subpoenaed to show the books by the District Attorney, etc., and it was not considered advisable to have this matter involved herein.

The Italian Lines now wish to derive advantage from this circumstance and, we understand, sent Mr. Solari, who is at present abroad, the papers in the matter so that he can again introduce the matter in the approaching Meeting of the Continental and Italian Lines for consideration and final settlement.

Petitioner's Exhibit 907 8887

In order, however, to exert pressure here simultaneously, the firm of Hartfield, Solari & Co., stopped payment of the amounts due from the three lines, Navigazione Generale, La Veloce and Italiana, represented by them, towards the maintenance of the Conference and it took a good deal of persuasion to pay their share of the various accounts, less the above amount of $550.

Under these circumstances, the Managing Committee of the Conference here, were compelled to cable Mr. Peters in Jena, calling their attention to this matter, and we considered it advisable to cable you as follows, so as to bring to your attention the details of this matter: 8888

> "Memento (referring to) meeting Itallines Garlicky (Continental Conference) Goldberger Fine Caffres (refer to our letter) Bareworm (October 30th) Caisson (refer to your letter). Barklouse (Oct. 13th) Barrulet (Nov. 15th) Wasserung (1909)."

We await your advices in regard to the closing of this matter and hope that it was possible for the Continental Lines to refuse the refund of the penalties to the agents, on the part of the Continental Conference.

Respectfully,

OELRICHS & CO. 8889

8890 **Petitioner's Exhibit 908.**

Translation.

Per SS. "Majestic."

New York, Dec. 3, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your cable of today:

"Unlavished (advance prepaid rate) New York express affabrous ($43.50) regular adytun ($38.50) Balto Phila Galveston ($36.50) Longicorn (Inform A. Schumacher & Co.) Holt."

8891

and have immediately advised Messrs. A. Schumacher & Co., Baltimore, and Mr. Alfred Holt, Galveston, of the contents of same, both by wire and letter.

Respectfully,

OELRICHS & CO.

8892

Petitioner's Exhibit 909.

8893

Translation.

Bremen, Dec. 5, 1910.

Messrs. Oelrichs & Co.,
New York.

Re Agent M. B. Goldberger.

We received your telegram as also your letter of November 25th, contents of which had our attention.

In the meanwhile the matter had been discussed at the Conference and the Italians most emphatically took the stand that it was unjust to impose a penalty of $500 on Goldberger, while all the other agents only received penalties up to $50 in the same matter. They 8894
demand refund of $450, which was refused by the other lines on the ground that a penalty imposed by the New York agents Committee could not be made void on this side, respectively withdrawn, and that there must undoubtedly have been some reason justifying the high penalty completely and entirely. The Lines expressed their willingness to have the matter again referred to the New York Conference for another investigation, with which the Italians, however, were only satisfied on condition that the representatives of the Red Star Line and the Holland American Line would be excluded in the further handling of this matter. We stated that this would be impossible as 8895
the penalty had been imposed by the New York Continental Conference and could only be withdrawn by it. Moreover, the non-Italian Lines took the stand absolutely that they considered it absolutely necessary that there must not be any appeal from the decisions of the New York Committee in American Agent questions, as the discipline could otherwise easily be endangered.

Accordingly, we leave this matter for you to take action on should it really again arise. The 3 Italian Lines will probably now refund the $500 to the Hartfield Firm and we hope to hear from you at your convenience that the back payments of this firm have been collected by the Conference.

Respectfully,

N. G. L.

8896 **Petitioner's Exhibit 910.**

Translation.

Bremen, Dec. 6, 1910.

Messrs. Oelrichs & Co.,
New York.

Prepaid Rate III Class.

In reply to your favor of the 22nd ulto. we beg you to fix the Prepaid rate for the III Class of SS. "George Washington" at $43, as is also quoted by the Hapag.

Respectfully,

8897 N. G. L.

8898

Petitioner's Exhibit 911.

8899

Translation.

Per SS. "Mauretania."

New York, Dec. 16, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

Re Agent M. B. Goldberger.

We acknowledge receipt of your favor of the 5th inst. and thank you for your information in regard to the discussion at the Conference of the Agent Goldberger matter, which had our most careful attention. Should the matter really ever again arise, we will try to close same in conformity with your advices.

8900

The penalty of $500, which was imposed on Goldberger, was undoubtedly fully and entirely justified, for the action of this agent, which we have repeatedly described to you, was certainly more portentous in its consequences for the Continental Lines than the action of the other smaller continental agents, who now and again sold a ticket to Continental passengers for Italian Lines, or advertised the rates of the Italian Lines for continental business. Agent Goldberger provided the Italian Lines with ways and means, to establish a competition so serious for us.

8901

Respectfully,

OELRICHS & CO.

8902 **Petitioner's Exhibit 912.**

Translation.

Per "St. Louis."

New York, Dec. 30, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We confirm receipt of your yesterday's cable reading:

"Advance outward rate to express $40 regu-
8903 lar Galveston $35 Baltimore $33 third class $38.
Inform A. Schumacher & Co."

We immediately notified Messrs. A. Schumacher & Co., as also Mr. Alfred Holt of the above, but took the liberty to substitute in place of the words "advance outward" the words "reduce outward," as in all probability you used the cable word "unklagbar" by mistake. The rates quoted constitute a reduction in comparison with the prevailing ones.

We trust you approve of our putting the new rates in force only after the departure of SS "George Washington," Jan. 3rd. We have already booked a large number of III Class Passengers for this steamer,
8904 whom, otherwise, we would be forced to refund the difference. Furthermore, our new tariffs would hardly reach our agents in time to exert any influence on the bookings, as Sunday and Monday are legal holidays and "George Washington" proceeds on its trip on Tuesday.

Respectfully,
OELRICHS & CO.

Petitioner's Exhibit 913.

8905

London, 7th June, 1898

CONTINENTAL BUSINESS.

Agreement between the undersigned representatives of the Hamburg-Amerika Line; Norddeutscher Lloyd; Holland-Amerika Line; Red Star Line; Allan and Allan-State Lines (Liverpool and London and Glasgow); American Line (Liverpool and Philadelphia, and Southampton and New York); Anchor Line; Beaver Line; Cunard Line; Dominion Line, and White Star Line.

1. That the British Lines, namely: Allan, Liverpool and London and Glasgow; American, Southampton and Liverpool; Anchor; Beaver; Cunard; Dominion; and White Star Lines; agree to enter into a pool contract with the N. D. L. V. Lines, namely: Hamburg-Amerika Line; Norrdeutscher Lloyd; Holland-Amerika Line; and Red Star Line, the said British Lines to be considered as one party, the N. D. L. V. Lines as the other party hereto. 8906

2. The N. D. L. V. Lines, including the Scandia and Hansa Lines, agree to withdraw altogether from the carriage of Scandinavian[1]) (Norway, Sweden, Denmark and Iceland), Finnish and British Steerage

8907

1) Telegramm vom 10. Febr. 1904 von Wilding an Generaldirector Ballin: „British American Lines all agree Continental Lines competition Scandinavian business provided Continental Lines undertake retire from Scandinavian business when peace restored and meantime recognize each British Line entitled same percentage total Scandinavian business as past year and undertake make up to I. M. M. Coy Lines and Allan and Anchor Lines whatever net revenue such percentage Scandinavian business would have given them had fight not taken place."

8908 *Petitioner's Exhibit 913*

business, Westbound and Eastbound, direct and indirect, except indirect Eastbound Scandinavian and Finnish by Norddeutscher Lloyd and Hamburg-Amerika Line via their home ports, which Lines shall charge for their fast services the same rate as the British fast steamers and for their slower services two dollars less and conditional upon this

3. The British Lines agree to accept as their share of the Continental Steerage traffic six per cent per annum of the same, such traffic to include all passengers carried by the Lines parties to this agreement
8909 from ports between Cronstadt and Bordeaux inclusive, but if any line not party to this agreement should come into the business of taking Continental Steerage passengers, any passengers taken by such new line are not to form part of the account between the British Lines and N. D. L. V. Lines. In case of such new competition on the Continent (the Compagnie Generale Transatlantique excepted) the N. D. L. V. Lines have the right to suspend the agreement. The British Lines have the right to suspend the agreement if any N. D. L. V. Line or any other Line from the Continent competes therewith for Scandinavian and/or British Steerage business.

8910 4. That this agreement be subject to a power of suspension being exercised by any Line, should a new Line or steamer or steamers, outside of those of the existing British Lines, be started from Scandinavian ports, or take passengers from such ports, which new line, steamer or steamers, belong to or are chartered by any of the existing N. D. L. V. Lines, or in which any of the existing N. D. L. V. Lines should have any other interest, direct or indirect, the intention of the parties subscribing hereto being that no countenance, influence or support of any kind be extended to any Line, steamer or steamers, seeking to attack the British interests in Scandinavia.

Petitioner's Exhibit 913

8911

5. The British Lines agree to pay compensation to the N. D. L. V. Lines at the rate of sixty shillings per soul for any Continental business they carry in excess of their share of six per cent. The N. D. L. V. Lines in like manner undertaking to compensate the British Lines at the rate of sixty shillings per soul for all passengers the British Lines may be short of their allotment of six per cent.

A Continental passenger is a person of Continental origin, but the continuous residence of such a person in Great Britain for at least five weeks shall justify the British Lines in booking him as a British passenger. In like manner a British or Scandinavian passenger must have resided in the Continental country from which the steamer sails, five weeks before he can be booked by a Continental steamer.

8912

6. The Continental steerage gross rate of any British Line off a Continental port, (which includes 15 shillings commission and the actual local transportation, that is, from the Continent to the British port of embarkation), must not be lower than the lowest gross rate of the N. D. L. V. Line of the same port, and in the case of a Continental port not being frequented by steamers of a N. D. L. V. Line, the lowest gross rate of the British Lines off such port must not be lower than the lowest gross rate of any N. D. L. V. Line, but in case the British Lines are short of their allotment of six per cent, the Line or Lines of them which are short, may reduce their rate below the aforesaid minimum, provided the consent of the N. D. L. V. Line of the respective port, or in the case of a port not frequented by steamers of a N. D. L. V. Line, the consent of all of them is previously obtained. This consent is not required in the case of Lines not having a German license.

8913

8914 *Petitioner's Exhibit 913*

The British Lines and the N. D. L. V. Lines shall communicate to each other through the Secretaries their Steerage rate on the 25th May 1898, and any change in their rates 24 hours before it is published.

The prepaid rate of any Line shall not be below the equivalent of the Westbound rate at the following rate:

Mark 100	Dollar 24 1/2
" 110	" 27
" 120	" 29 1/2
" 130	" 31 1/2
8915 " 140	" 34
" 150	" 36 1/2
" 160	" 38 1/2

and the British Lines to pay the same commission as N.D.L.V.Lines.

The British Lines and the N.D.L.V.Lines mutually undertake that they will not book Steerage passengers as Second Cabin with a view to evading the conditions of this agreement. Any complaint by the N.D.L.V.-Lines to the Arbitrator should be considered by him with reference to the Second Cabin Continental passenger rate for Continental passengers being about £8 for Slow and £9 for Fast Lines off the Continental
8916 Port. The Arbitrator is not to take into consideration the Second Cabin Rate for British or Scandinavian passengers.

7. That the N.D.L.V.Lines hold themselves free to suspend the guarantee of six per cent for such time as the British Lines may decline to book or to carry Russian and/or Austrian traffic, or for that period during which international hostilities, measures of Governments, or epidemics prevent Russian and/or Austrian transit.

Petitioner's Exhibit 913

8. The American Line Southampton service, Cunard Line New York service, and White Star Line shall adopt for Continental Eastbound passengers to all Continental ports the lowest rate of the Norddeutscher Lloyd or Hamburg-Amerika Linie's Fast services to Bremen and Hamburg, except for their steamers "Germanic," "Brittanic," "Adriatic," "Cymric," "Aurania," "Servia," "Berlin," "Chester" for which steamers the said British Lines shall be allowed to charge to Bremen a two dollar lower rate than the Norddeutscher Lloyd Fast Service and to Hamburg a two dollar lower rate than the Hamburg-Amerika Linie's fast service, and the other British Lines' services shall adopt for Eastbound Continental passengers to each Continental port the lowest rate of the other N.D.L.V.Lines' services to the same port, and in the case of ports not frequented by a N.D.L.V.Line, the lowest through rate of any N.D.L.V.Line to such port.

(Italian and Oriental passengers excepted.)

The N.D.L.V. Lines shall inform the British Lines through the Secretaries of the Conferences in New York of any change in their rates and such changes must be followed in accordance with the foregoing within four days.

The British Lines shall pay the same commission as the N. D. L.V. Lines.

All rates shall be from the port of embarkation to the respective Continental port of debarkation. Passengers booked through to interior points shall be charged the actual railroad fare from the port of debarkation to such point. (Italian and Oriental passengers excepted.)

The Holland-Amerika Line and Red Star Line cannot reduce their Eastbound Continental rate for the purpose of competing with the Compagnie Generale Translantique by more than four dollars below the lowest rate of the British Lines, unless they obtain the consent of the Committee "A."

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8920 *Petitioner's Exhibit 913*

The Committee "A" shall consist of two gentlemen named by the British Lines, and two gentlemen named by the N.D.L.V. Lines, the latter to appoint the Chairman, the majority to decide, and in case the Committee cannot reach a decision, Mr. Thomas H. Ismay to act as umpire.

If any other Line than the Holland-Amerika Line and the Red Star Line desire to enter into this competition with the Compagnie Generale Translantique, the Committee will decide whether or not they are to do so.

9. The direct Mediterranean Services of the Lines
8921 parties to this agreement are excepted from this agreement.

10. Pool statements and settlements as between the British and N.D.L.V.Lines to be made monthly. For the purpose of controlling the proportions of the traffic full and an exact return of all Continental business by N.D.L.V.Lines shall be furnished to the Secretary of the North Atlantic Passenger Conference, 23 Water Street, Liverpool, (who will act as Secretary for British Lines under this agreement), such information for each month to be given, and all accounts to be made up before the 20th, and remittances to be made before the end of the month next ensuing. Remittances in
8922 compensation to British Lines to be made by Banker's draft on London, payable to the North Atlantic Passenger Conference. Remittance in compensation to N.D.L.V.Lines to be made as may be advised by the N.D.L.V.Lines' Secretary.

The British Lines shall for each month, and not later than the 15th of the next month hand in to the Secretary of the N.D.L.V. a list of the Continental passengers carried by them, showing the full names, the age of the passengers, the Continental Port from which received, and the steamer and date on which they have sailed.

Petitioner's Exhibit 913

8923

11. The British Lines agree that they will not establish, use or tolerate any agents' organization in Great Britain, America or on the continent, or countenance or take any steps for the booking of Continental passengers, except through their regular authorized agencies.

If it should be proven that contrary to this agreement a British Line has carried Continental passengers without accounting for them, a fine of £10 (besides the compensation money) shall be paid by the British Lines to the N.D.L.V.Lines for each passenger (Soul) so booked, and in case of a repetition of such offence by the same line, the fine shall be doubled.

8924

12. If the N.D.L.V.Lines fix the age of children carried at half rate from one to ten years, the British Lines guarantee to do the same so far as Continental passengers are concerned. They also agree to endeavor to adopt the same rule for British business.

13. This agreement is to commence on the 1st June, 1898, and to continue subject to any Line having the right to withdraw on giving three months' notice on or after the 1st March, 1900.

Passengers embarked for the British Lines from a Continental port on or before the date of termination of the agreement, shall be accounted for although they may sail from Great Britain at a later date.

8925

14. All parties mutually agree that any disputes or claims between any of them or between any more of them, and the rest of them arising out of any alleged breach of this agreement shall be settled by Arbitration as follows:

a) Arbitration proceedings in Europe shall take place at London.

b) Notice in writing of intention to prefer a claim shall be given, in reasonable time, to the party com-

8926 *Petitioner's Exhibit 913*

plained of signed by, or on behalf of, the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British Line and to the principal office on the Continent of such N.D.L.V.Line, and shall be deemed to have been delivered in the ordinary course of post.

c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days
8927 from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his behalf, and the two Arbitrators so chosen, shall appoint an Umpire.

d) Should either of the parties fail to appoint an Arbitrator within twenty-one days after notice of the intended reference has been given and for seven days after service upon him or them of notice in writing by the other disputing party or parties appointing his or their Arbitrator, then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference, whether the party failing to appoint an Ar-
8928 bitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

e) The Arbitrator or Arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this Agreement, and also as to which of the parties shall pay the costs of the reference.

f) The Arbitrator or Arbitrators shall take into consideration whether from the cirsumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic

violation of this Agreement, and shall impose penalties accordingly.

g) The fine or damages for breach of this Agreement, by any party hereto shall not be less than £ 50, nor more than £ 500, sterling or the equivalent for each breach and for breach by any agent the fine or damages shall not be less than £ 5 nor more than £ 100.

h) Any fine imposed on any party hereto shall be payable within ten days from the date of the notification of the award. In case of an Agent failing duly to pay the amount of any fine he shall *ipso facto* be disqualified from acting in any capacity for any party to 8930
this agreement and each party hereto undertakes not to employ him and if continued as Agent by any party hereto or re-instated without the consent of all parties hereto during the continuance of this Agreement it shall constitute a breach hereof by the party employing or re-instating him.

Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of a penalty or under any circumstances be regarded otherwise than as the true and ascertained 8931
damages resulting from the breach and each party hereby irrevocably declares him finally stopped from raising any contrary contention.

i) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an Award have power to re-open and re-consider the same and to hear further evidence and to make a fresh Award provided cause be shown satisfactory to him or them within one week after the Award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three weeks of the issue and publication of the said Award.

8932 *Petitioner's Exhibit 913*

j) For the purpose of proceeding either legally or by Arbitration this contract shall be deemed to be made in England and to be performed there, and any disputes arising hereunder shall be settled according to the law of England, wherever the domicile, residence or office of business of the parties to this Agreement may be or become.

k) All and singular the provisions of the Arbitration Act, 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable to any Arbitration hereunder.

8933

15. That the British Lines with the exception of the Anchor Line withdraw from the Italian Westbound business and are prepared to agree rates Eastbound.

American Line Liverp-Philad. ..... Southpt.-New York	sign. Richardson, Spence & Co., Managing Agents.
Allan Line, Liverpool-London ..	Allan Brothers & Co., Liverpool and London Limited, sign. N. G. Allan, Director.
Allan-State Lines, Glasgow	For the Allan Line Steamship Co., Ld. sign. Jas. & Alex. Allan.
Anchor Line	sign. Henderson Brothers.
8934 Beaver Line	For the Beaver Line sign. D. & C. Mac Iver, Managers.
Cunard Line	The Cunard Steamship Co. Ltd. sign. A. T. Moorhouse, General Manager.
Dominion Line	For the Mississippi & Dominion Steamship Coy Ld., sign. Richards Mills & Co.
White Star Line	sign. Ismay, Imrie & Co.
Hamburg-Amerika-Linie	sign. Ballin.
Holland-Amerika Line	sign. Reuchlin.
Red Star Line	sign von Helmolt.
Norddeutscher Lloyd Line	sign. Eduard Strasser.

Petitioner's Exhibit 1649.

8935

Translation.

March 10th, 1908.

Per Oceanic.
Hamburg American Line,
(Passenger Department)
Hamburg.

We beg to refer to our cable of yesterday, reporting to you the rates fixed by the New York and Continental Line for their first steamer, and enclose herewith the circular in question, issued by the Messrs. C. B. Richard & Co.

8936

We now await your kind advice, what position the pool lines eventually will take to meet this new competition.

Very truly yours,

8937

8938 **Petitioner's Exhibit 1650.**

Translation.

April 8th 1908.

Per La Provence.
Hamburg American Line,
(Passenger Department)
Hamburg.

Re New York & Continental Line.

We acknowledge the receipt of your favor of March 26th and submit to you per enclosure the first sailing
8939 list of this Line.

We cabled you on April 3rd, that the North German Lloyd had stopped booking for s/s Barbarossa, April 9th from here, and that this would benefit Volturno, April 11th from here, and also s/s Petersburg, leaving today. We therefore proposed to the Lloyd, to continue booking for the Barbarossa, and to transfer any surplus to the Amerika, leaving April 9th on account of the Atlantic Conference. However your cable of April 6th showed us that this was impracticable and consequently the Lloyd has not reopened the bookings.

In this connection we will mention that the Kaiser William der Grosse leaving here on the 7th, was
8940 strongly overbooked at the rate of $36.00, and that of these passengers about 150 were transferred to the Pottsdam, sailing on the 8th and—strangely—about 200 to the Barbarossa. Owing to the difference in the rates of the steamers, the Lloyd was compelled to return $12 to every passenger transferred to the Barbarossa. We had made it optional for the Lloyd to transfer the surplus to the Amerika as this would have obviated the necessity of returning any part of the rate received. At the same time we wished to give the Lloyd an opportunity to book new passengers for the Barbarossa. The Amerika leaving tomorrow, owing

Petitioner's Exhibit 1650

8941

to her rate of $38.00 will naturally have few passengers.

The Pretoria, after being compelled to touch at Halifax on account of a shortage of coal, will sail from this port on the 14th inst., instead of on the 11th, and this delay will give the Volturno some of our passengers. In spite of that we hardly think that the Richards firm will receive more than 500 or 600 passengers, unless they do some more stunts. We, on the other hand, expect so far to carry 2,000 passengers on the Pretoria.

We also confirm our cable of the 7th inst., in which we reported to you that the next sailing of the Continental Line per s/s Avoca from this port has been set for April 23d. We also asked, what steps we should take to meet this competition and are still awaiting your answer. In the same cable we intimated that Richards & Co. are willing to raise the rates for the Avoca and the s/s Kherson of the Volunteer Fleet the latter sailing on the 22nd inst. from here, to $30.00. You may now decide whether it is advisable to give the Continental Line and the Russian lines the opportunity to secure the business at higher rates, or to force the rates downward as far as possible.

8942

Very truly yours,

8943

8944 **Petitioner's Exhibit 1651.**

Translation.

April 14th 1908.

Per Lusitania
Hamburg American Line,
(Passenger Department)
Hamburg.

Re New York & Continental Line.

Referring to our cable of yesterday, informing you, that s/s Volturno had sailed from this port with 473
8945 passengers, we beg to state, that the line had made preparations to carry 1400 passengers on the Volturno originally, soon came down to 700 with their calculation, and finally even this guess proved entirely too high. Our Pretoria, which sailed this afternoon carries 2327 steerage passengers, and 400 more, that were overbooked, will be transferred to s/s Noordam, sailing tomorrow from this port.

Hence we believe to have won with eclat the first struggle with the Continental Line.

We request you to kindly let us know, whether the accounting for the 400 passengers with the Rotterdam Line is to be looked after abroad or here, in the latter
8946 case, at what rate?

Enclosed we hand you a placcard, advertising the next sailing of the Avoca from this port, April 25th, which is especially noteworthy, because it also contains an advertisement of the Russian Volunteer fleet. It might be of advantage to call the attention of the Russian Volunteer Co. to the fact that Richard & Co. and the Continental Line is competing with the Russian Volunteer Fleet on the same posters.

Yours very truly,
Sig. E. LEDERER.

Petitioner's Exhibit 1652.

8947

Translation.

April 22nd, 1908.

Per La Touraine.
Hamburg American Line,
(Passenger Department)
Hamburg.

We beg to report that the s/s Kherson of the Volunteer Fleet sailed today with 23 cabin and 802 steerage passengers, as per cable sent. The official rate was $24. but Richard & Co. have paid commissions as high as $6.00 to some agents, and in addition we have learned, that in one case, concerning a group of 45 8948
Bulgarians they even gave three free passages to Rotterdam. The 802 steerage passengers mentioned include the passengers booked for s/s Avoca of the New York & Continental Line.

The North German Lloyd s/s Seydlitz, sailing from here tomorrow will carry 1800 passengers, her full capacity.

During the entire month of May the Volunteer Fleet has no sailings from this port, while the Russian East-Asiatic Steamship Company announces the sailing of s/s Korea, April 30th from here and Estonia, May 27th. The latter sailing however is still uncertain.

8949

The New York & Continental Line announces the sailing of the s/s Jelunga, from here, May 7th, while the sailing of the s/s Avoca, which, as we have reported already had to touch at Halifax owing to damage in her machinery.

Your cable of this date, bearing the instructions to reduce our steerage rate to $28.00 unfortunately arrived here too late to enable us to secure a correspondingly larger number of passengers for the s/s Kaiserin Auguste Victoria, sailing tomorrow, and for the s/s President Lincoln sailing on the 25th inst.

Yours very truly,

Sig. E. LEDERER.

8950 **Petitioner's Exhibit 1653.**

Translation.

April 24th 1908.

Per St. Louis.
Hamburg American Line,
(Passenger Department)
Hamburg.

We have taken aboard the Kaiserin Auguste Victoria, sailing yesterday from here, 385 adults, 17 children and 11 infants that had been booked for s/s Seydlitz, which sailed with 1935 steerage passengers, her
8951 full capacity. We request you to inform us, whether the accounting for these passengers with the North German Lloyd is to be attended to aboard or here, and if here, at what rate?

We also confirm our cable of yesterday, in which we reported that the sailing of the s/s Avoca of the New York & Continental Line has been set for April 23d at the rate of $23 to Rotterdam, $26 to Hamburg and $25 to Bremen. However it is still doubtful, whether the steamer will be able to keep this sailing date, and if there is any change, we shall again cable.

Very truly yours,

Sig. E. LEDERER.

8952

Petitioner's Exhibit 1654.

8953

Translation.

May 1st 1908.

Per Philadelphia.
Hamburg American Line,
(Passenger Department)
Hamburg.

We have accepted for tomorrow's sailing of s/s President Grant about 700 steerage passengers the North German Lloyd had booked for the s/s Lutzow, sailing April 30th from this port. They were booked at the rate of $24, and as the rate for the s/s President Grant is $28, we request you to advise us, whether the accounting for the passengers taken over from the Lloyd is to be attended to aboard or here, and if the latter at what rate.

8954

In conjunction with our cable exchange of the last few days, we hand you herewith the circular issued by the united Italian lines, mentioned in our cable of April 30th, containing their new rates for the continental passenger business. We also enclose several other circulars of individual lines concerning the same business, also a circular issued recently by the New York & Continental Line, concerning the sailings of the steamers Avoca and Jelunga. The Avoca had booked 380 passengers for the sailing, which originally had been set for April 25th. On account of the postponement of the sailing until May 5th, 200 passengers were transferred to the s/s Nord America of La Veloce, sailing from this port May 5th.

8955

It may interest you to learn, that the Ancona of the Italia sailed on April 22nd with 469 continental passengers, the Florida of the Lloyd Italiano April 25th from this port with 275 continental passengers, the Nord America, April 25th from here with 258 and the Piemonte of the Lloyd Sabaudo April 30th from here with 390 continental passengers, so that among the passengers carried by the steamers mentioned there were almost 20 per cent of continental passengers.

Yours very truly,

Sig. E. LEDERER

8956 **Petitioner's Exhibit 1655.**

Translation.

May 4th 1908.

Per La Provence.
Hamburg American Line,
(Passenger Department)
Hamburg.

We confirm our respects of May 1st, with which we submitted to you among others a circular of the united Italian lines with new rates for the continental business, and we also beg to refer to our cable of March
8957 4th, reporting to you, that all agents had received orders of the strictest sort, not to book any continental passengers over Italy. Enclosed please find our circular to agents, similar instructions having been issued by all other continental lines to their agents. Without doubt, this strong pressure exercised upon the agents will not fail to have its effect, although the reduction of the passenger rate to $17 by the Italian lines, allowing $4 commission and extra commissions of $1 to $2 mentioned by our cable, may have a certain alluring effect and result in making it impossible to eliminate such bookings altogether. On the whole however, the orders issued will in all probability have the effect,
8958 of keeping the agents somewhat under controlling influence. Your cable of the 4th, in which you inform us that the British lines had decided to disqualify agents who bring business to the Italian lines, at least gives some guarantee that the threatened disciplinary rule will be more effective, than if the continental lines were taking this stand alone.

In connection with this matter, it will probably be of interest to you to learn, that we sought to have the agents Zotti & Co. disqualified as the chief offenders against the rules of the conference, they not alone giving continental business to the Italian lines, but also

Petitioner's Exhibit 1655

8959

acting in Chicago as general agents for the Volunteer Fleet and the New York and Continental Line. However we did not succeed so far, the motion to disqualify Zotti & Co. being voted down at the Continental Conference on May 2nd, as you will see by the report of the session enclosed. The lines that voted against the proposition were the Cunard and the Red Star Lines, strangely balking at the suggestion, probably because they have received a considerable amount of business through the firm of Zotti & Co., which they feared to lose through the disqualification of the firm. Since then we have not undertaken any specific steps against Zotti & Co., because there had not been presented specified complaints against them, but we have bought test-tickets which prove that Zotti & Co. pay no attention whatever to the rules of the conference. Based upon this material we shall seek to compell the other lines to join us in order to disqualify Zotti & Co., being convinced that such proceedure would have a salutory influence upon other agents that are inclined to ignore the rules of the conference.

8960

In our cable of April 18th we mentioned our intention to fix the rate for s/s Hamburg, sailing on May 14th from this port, at $20. However it has been shown that the other Mediterranian lines having reduced their rates to $10 net, this move is not practicable. Furthermore the Italian lines also have reduced the rates to Palermo and Messina, which always have been $3 higher than that to Naples, to $10 net. We had in consequence decided to fix the rate for the Hamburg at $15 and possibly pay extra commissions, in order to secure a full shipload. In the meanwhile the North German Lloyd has, as we cabled to you today, reduced the steerage rate to Italy to $10 and we will be compelled to follow suit, in reducing the rate, as mentioned in our cable.

8961

8962 *Petitioner's Exhibit 1655*

We acknowledge receipt of your favor of April 27th, gratefully taking note of your remarks regarding the accounting of the passengers overbooked at the competitive rates against Volturno and transferred to s/s Noordam. We will settle with the Holland-American Line and the White Star Line as per your instructions, with the understanding that any possible difficulties will be disposed of abroad. From the Holland-American Line we have received word that it has been decided to accept settlement at our then rate of $23, plus railroad fare from Hamburg, and this has been attended to. The rate of the Noordam at that time was
8963 $34.

Referring to our cable of yesterday, informing you that the Avoca of the New York & Continental Line had sailed with 625 steerage passengers, being filled to her capacity and leaving behind 45 passengers that are to be transferred aboard the Jelunga, sailing May 9th from this port, we beg to add that this weeks competition of these steamers and the efforts made by the Italian lines could not succeed in preventing that the Amerika sails tomorrow, occupied to her capacity in the IIId Cabin and in the steerage as well. In this connection we also confirm our cable of this date, informing you in reply to your cabled request, that up
8964 to May 1st, we only had 80 advices for the Amerika, but that the city business suddenly soared and enabled us to have a full ship at sailing time.

Enclosing the circular of the Italian lines, concerning general reductions in rates, mentioned in the opening part of this letter, we remain

Very truly yours,

Sig. E. LEDERER.

Petitioner's Exhibit 1656.

8965

Translation.

May 12th 1908.

Per Mauretania.
Hamburg American Line,
(Passenger Department)
Hamburg.

We confirm our Respects of May 6th, and also our cable of yesterday, reporting that the s/s Jelunga of the New York & Continental Line sailed on May 10th, carrying 725 passengers. On the other hand we regret, that you could not accede to our proposal to fix 8966
competitive rates against the line mentioned for our Pennsylvania, inasmuch as we would have probably gained a few hundred passengers for her last sailing from this port on May 9th, who went aboard the Jelunga.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER.

8967

8968 **Petitioner's Exhibit 1657.**

Translation.

February 11th 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

In conjunction with our cable of this day we hand you per enclosure the circular mentioned, issued by the Messrs. C. B. Richard & Co., announcing the organi-
8969 zation of this line and placing in prospect a regular passenger service between New York and Rotterdam, comprising the steamers Uranium, Hellium, Tithanium, Volturno and Avoca. Opening this service the Volturno is announced to sail from this port on February 27th, the steerage rates being; to Rotterdam $28, to Antwerp $29, to Hamburg and Bremen $30, commission $3. Upon the arrival of the steamer in this port, we shall probably cable again and submit some propositions, if the competition really is of a serious nature. Business at present is very small you know, and owing to the hard times the small outside agents are unable to successfully compete with the regular
8970 agents, so that the Messrs. Richard & Co., will have, unless we err very much, a very difficult time, to gather any large number of passengers for the steamer.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER.

Petitioner's Exhibit 1658.

8971

Translation.

March 1st, 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North Western Transport Line.

In conjunction with our cable of this date, we beg to confirm, that the s/s Volturno of the above line, sailing yesterday carried from this port 3 second cabin and 13 steerage passengers. Our opinion, expressed in 8972
our respects of February 11th last, that for the time being at least there would be no necessity of establishing competitive rates against this line, under the circumstances seems to have been correct. However, if the situation in this regard should change, we shall keep you promptly informed.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER.

8973

8974 **Petitioner's Exhibit 1659.**

Translation.

September 28th, 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

The above line's s/s Neapolitan Prince arrived on the 16th inst., carrying 10 cabin and 141 steerage passengers, after landing 150 passengers at Halifax. The
8975 steamer sailed again from this port on the 26th, having on board 4 cabin and 186 steerage passengers. The steerage rate was $23, commission $3.

As competing steamer there was pitched against her the Zeeland, sailing on the 25th from here with 495 steerage passengers aboard, booked at a rate of $24, commission $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER,
Assistant to the General M'gr.

8976

Petitioner's Exhibit 1660.

8977

Translation.

October 11th, 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

North West Transport Line.

Steamer Volturno arrived here October 3d, carrying 20 cabin and 137 steerage passengers, after landing 100 passengers at Halifax. The steamer sailed as we have already cabled, on the 9th from this port, taking 8978
16 cabin passengers, and 182 steerage passengers, the steerage rate being $16 net.

Graf Waldersee, sailing on the day previous, with a competitive rate of $22, carried 425 steerage passengers.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER,
Assistant to the General Manager.

8979

8980 **Petitioner's Exhibit 1661.**

Translation.

October 15th 1909

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

In conjunction with our respects of the 11th inst., we beg to report, that the exact number of passengers sailing on board the Volturno from here on the 9th inst., were, as we have been subsequently informed, 4 in the cabin and 202 in the steerage.

8981 Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER,
Assistant to the General Manager.

Petitioner's Exhibit 1662.

Translation.

October 25th 1909

Hamburg American Line,
(Passenger Department)

8982 Hamburg.

Re North West Transport Line.

In conjunction with our exchange of cables on the 23d inst., we beg to again confirm, that the net rate for the Volturno was $16. The official rate was $21, upon which a commission of $5 was allowed.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER,
Assistant to the General Manager.

Petitioner's Exhibit 1663.

8983

Translation.

October 29th 1909

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

In conjunction with our cable of the 25th inst., we beg to report that the s/s Uranium of the above line, arriving here on the 18th, carried 8 cabin passengers and 101 steerage passengers for Halifax, and 11 cabin passengers and 137 steerage passengers for New York.

8984

The steamer sailed again on the 23d, carrying 14 cabin and 173 steerage passengers, the steerage rate being $17 net.

S/s Zeeland, sailing on the same date as competing steamer, obtained 568 steerage passengers at the rate of $24, commission $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER,
Assistant to the General Manager.

8985

8986 **Petitioner's Exhibit 1664.**

Translation.

November 12th 1909

Hamburg American Line,
(Passenger Department)
Hamburg.

Re Graf Waldersee, Oct. 8th from New York.

In conjunction with your cabled query of yesterday and our reply thereto, also with our respects of the 11th, we beg to reply, that the competitive rate for this
8987 steamer was placed originally at $24, with $2 commission. When, however the North West Transport Line met this rate of ours with an increase of their extra commissions immediately, we were compelled to lower our rate and we fixed it at $22, minus $2, as told in our letter. Consequently there were booked for this steamer some passengers at the regular rate of $35, a small number at that rate of $24 and the others at the $22 rate, being accounted for to you accordingly.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. LEDERER,
Assistant to the General Manager.

8988

Petitioner's Exhibit 1665.

8989

Translation.

December 7th 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

We refer to our cable of yesterday. S/s Uranium of the above line arrived here November 26th with 1 Passenger in I cabin, 20 II cabin and 519 steerage. She sailed again on December 4th, carrying about 17 8990
cabin, 335 steerage and 39 deported passengers. Net rate about $19.

Steamer Lituania sailing on the same date as competitor, obtained 6 cabin and 280 steerage passengers. Rate $24, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

8991

8992 **Petitioner's Exhibit 1666.**

Translation.

December 21st, 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Napolitan Prince of the above line arrived here on the 11th inst., carrying 16 cabin and 527 steerage passengers. She sailed again, as reported by cable on
8993 the 18th, carrying 195 steerage passengers booked at a net rate of about $19.

Re Mediterranean Business.

In conjunction with our previous reports concerning the numbers of passengers carried by the steamers of the Greek lines, we beg to submit the enclosed recapitulation and correction of these reports. The first column contains the former figures, based upon estimates, while the second shows the official figures submitted by the lines to the government, which are presumably correct.

Very truly yours,
HAMBURG AMERICAN LINE,
8994 Sig. E. Lederer,
Assistant to the General Manager.

Petitioner's Exhibit 1667.

8995

Translation.

December 28th 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re Northwest Transport Line.

S/s Volturno of the above line was scheduled to sail from this port, December 31st at a rate of $25, minus $3. Our small committee consequently decided 8996
that the Princessin Irene of the North German Lloyd, sailing December 30th from here should book at the rate of $24 minus $2. The sailing of the Volturno was then deferred to January 1st and the committee mentioned designated s/s Russia as competitor also at the rate of $24, minus $2. When the North West Transport Line replied to this move with a reduction of their rate to $23, minus $4, the rate for the two competitors was lowered to $22, minus $2. The worst of the matter is, that Volturno has not yet arrived in port at all, and hence it may be anticipated, that there will be another postponement of her sailing day, so that a third competitor will have to be pitched against her.

For our Prince Adalbert, leaving here on the 30th, 8997
the outlook, at the eastbound rate of $35, at all events being very poor, and the steamer not having a passenger license, we prefer to let her sail on this trip without passengers.

We wished to make you acquainted with the exceptional circumstances in this case, and sign.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

8998 **Petitioner's Exhibit 1668.**

Translation.

December 31st, 1909.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Sicilian Prince of the above line, arriving here December 20th, carried 12 cabin and 299 steerage pas-
8999 sengers. The steamer sailed from here December 24th, carrying 73 steerage passengers, booked at a net rate of about $19.

S/s Ziethen, sailing on the same date, carried 235, and not, as we mistakingly cabled, 256 passengers, at the rate of $24, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9000

Petitioner's Exhibit 1669.

9001

Translation.

January 5th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

In conjunction with our cable of yesterday and referring to our respects of December 28th, we beg to report that the Volturno arrived December 28th, carrying 13 cabin and 400 steerage passengers to this port. The steamer sailed again January 1st, with about 70 passengers at the net rate of about $19.

9002

The Prinzessin Irene, sailing December 30th, on the other hand carried 312 passengers, mostly booked at a rate of $24, minus $2, and the Russia, sailing January 1st, carried 221 passengers, rate $22, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9003

9004 **Petitioner's Exhibit 1670.**

Translation.

January 17th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Pitted against s/s Uranium of the above line, which originally was scheduled to sail from this port on January 15th, the rate, for the Graf Waldersee, sailing
9005 on that date, was fixed at $24, minus $2, the Uranium's rate being $25, minus $3. When the departure of the Uranium was deferred until the 18th and the rate for her lowered to $22.00 with commissions of $3.00, $4.00 and $5.00 our committee also designated the Estonia, sailing on the 18th, at the rate of $22.00 minus $2.00.

Graf Waldersee carried 439 steerage passengers at the rate mentioned, and the Estonia, sailing tomorrow will in all probability obtain about 250. However, as the sailing date of the Uranium has again been postponed—this time ostensibly on account of delayed freight—until next Saturday, Jan. 22nd, our committee decided to place the Lapland as third competing
9006 steamer at the rate of $22, minus $2.00 into competition.

Very truly yours,
HAMBURG AMERICAN LINE.
Sig. E. Lederer,
Assistant to the General Manager.

Petitioner's Exhibit 1671.

9007

Translation.

January 25th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Referring to our respects of the 17th, and confirming our cable of yesterday, we beg to report, that the Uranium, sailing from this port January 22nd, carried 9008
90 passengers in the steerage, at a rate of about $19 net, aside from these, the steamer had to carry back 37 deported passengers. The Estonia, leaving on the 18th, carried 301. The Lapland, on the 22nd, 418 —not 417, as cabled by error—the passengers being booked in both cases at $22, minus $2.

Aside from these, a few passengers booked for the Lapland, remained behind having missed the steamer. Of these four were expedited on board the Baltic on the same date, and 4 more started across aboard the Kronprinz Wilhelm, sailing today.

Very truly yours,
HAMBURG AMERICAN LINE, 9009
Sig. E. Lederer,
Assistant to the General Manager.

9010 **Petitioner's Exhibit 1672.**

Translation.

February 1st, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

The Napolitan Prince of this line, arriving here January 23rd, carried 12 cabin passengers and 396
9011 steerage passengers for this port. She sailed again, as we cabled to you, on the 29th, with about 80 steerage passengers aboard that had been booked at the net rate of about $19. In addition to these, the steamer had to deport 18 passengers from this port.

The President Lincoln, sailing from here on the same date, carried 470 steerage passengers at the rate of $22, minus $2.

To our recent report concerning the Uranium, we wish to add, that she brought 8 cases of Trachoma to this port, causing her to be fined $800. Concerning the numerous other Trachoma patients aboard the Napolitan Prince, that were excluded from landing in
9012 Halifax, carried to this port on the steamer and at quarantine transferred aboard the Uranium for further return transportation, we refer to an article appearing in the New Yorker Staats-Zeitung, which the writer sent to Mr. Ohrt directly several days ago.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

Petitioner's Exhibit 1673.

9013

Translation.

February 8th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

The Sicilian Prince of the above line arrived here on January 30th, carrying 6 passengers in the cabin, and 306 in the steerage. She sailed, as cabled, on 9014
February 6th, carrying about 100 passengers that had been booked at a rate of about $19 net. Aside from these, she carried back 12 paupers, 6 additional cases being up on appeal.

The President Grant, competing, carried 652 steerage passengers at the rate of $22, commission $2. when she sailed from this port on February 5th.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9015

9016 **Petitioner's Exhibit 1674.**

Translation.

March 16th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

The Steamer Campania of the above line arrived here on March 9th, with 15 cabin passengers and 970
9017 steerage passengers, and she sailed from here on the 12th, carrying 190 steerage passengers, who had been booked at the rate of $22 net. In addition thereto, the steamer had to deport 26 passengers.

The Adriatic, sailing on the same date, carried 260 Continental passengers, of which number 200 were booked at the rate of $27, minus $2, and the others at the regular rate of $35, minus $2, the $27 rate being in force but one day.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9018

Petitioner's Exhibit 1675.

9019

Translation.

March 21st, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

We refer to our respects of March 16th. Several of the Campania's passengers, detained on Ellis Island, have there complained that the maintenance aboard the steamer was unsatisfactory. A similar complaint had previously been lodged against the line by passengers 9020
aboard the Sicilian Prince, and in consequence, the Immigration Commissioner has ordered, that sworn statements as to the facts in this matter be obtained from a considerable number of the passengers of both steamers. Mr. Williams, furthermore, has notified the line, that these affidavits, when secured, will be submitted to the Collector of the Port for his judgment.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9021

9022 **Petitioner's Exhibit 1676.**

Translation.

March 22nd, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

The above line's steamer Sicilian Prince arrived here on the 17th, with 11 cabin passengers and 522
9023 steerage passengers. She sailed again on the 19th with 65 passengers in steerage, that had been booked at a net rate of about $20.

Steamer Darmstadt, competing on the same date, carried 335 steerage passengers at a rate of $7, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9024

Petitioner's Exhibit 1677.

9025

Translation.

April 5th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

We beg to report, that the sailing of the Volturno, which had been scheduled for April 2nd, has been postponed until the 9th, owing to the belated arrival of the 9026
steamer which did not reach port until April 1st. As a result of the dropping out of this steamer, it was natural for the Laurentic, competing on the same date at a rate of $27, minus $2, to obtain the bulk of the passengers bound for the Continent. She carried 642 Continental passengers herself while 406 more were transferred to the Kroonland and 25 to the Philadelphia, both of these steamers also sailing from here on the 2nd.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9027

9028 **Petitioner's Exhibit 1678.**

Translation.

April 12th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Volturno arrived here April 1st, carrying 23 passengers in cabin and 655 in steerage, after previ-
9029 ously landing 410 passengers in Halifax. The steamer sailed again from this port on the 9th, having 150 passengers aboard, booked at the net rate of about $20.

Adriatic, sailing on the same date, bore away 1050 Continental passengers. Rate $24, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE.
Sig. E. Lederer,
Assistant to the General Manager.

9030

Petitioner's Exhibit 1679.

9031

Translation.

May 3d, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Uranium arrived April 23rd with 650 steerage passengers bound for this port, and sailed again April 30th with about 90 passengers. Rate about $20 net.

The St. Paul, sailing at the same time, carried 401 Continental passengers at the rate of $27, minus $2.00. 9032

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

Petitioner's Exhibit 1680.

Translation.

May 12th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg. 9033

Re North West Transport Line.

Steamer Sicilian Prince of the above line arrived her April 30th, with 311 passengers. She sailed again on May 7th, with about 60 passengers, booked at the rate of about $20.

Philadelphia, sailing on the same date, carried 533 Continental passengers, rate $27, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9034 **Petitioner's Exhibit 1681.**

Translation.

May 27th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Volturno arrived here on the 14th inst., bringing 13 cabin and 420 steerage passengers. She
9035 sailed again on the 21st, carrying about 200 passengers, booked at a net rate of about $19.

The New York, sailing on the same date, carried 675 continental passengers. As she was filled to her capacity, 237 others had to be transferred to the Lapland and 36 more to the Celtic, also sailing on the 21st. Rate $24, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9036

Petitioner's Exhibit 1682.

9037

Translation.

June 13th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

The Steamer Campania of the above line arrived here on June 3rd, carrying 33 cabin and 401 steerage passengers, sailing again on the 9th with 180 steer- 9038
age passengers aboard. The rate for the steamer had originally been placed at $26, and was later reduced to $24, allowing the usual commissions of $3, $4, $5. The steamer also had to deport 19 passengers.

The George Washington, sailing on the same date, carried 1005 steerage passengers, the original rate of $27 also being lowered to $24. Commission $2, when s/s Campania's rate was reduced as mentioned. In addition the George Washington carried 476 IIId cabin passengers at the regular rate of $40.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager. 9039

9040 **Petitioner's Exhibit 1683.**

Translation.

July 11th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Volturno of the above line arrived here June 29th carrying 29 passengers in cabin and 293 in steer-
9041 age, sailing again on the 7th, with about 300 passengers on board, booked at the rate of $25, with the usual commissions of $3, $4, $5.

S/s Barbarossa, sailing on the same day, carried 978 steerage passengers at the rate of $27, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9042

Petitioner's Exhibit 1684.

9043

Translation.

July 11th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Referring to our exchange of cable of the 8th inst., concerning the sailing of the Graf Waldersee from this port on January 15th, we again refer to our respects of the 17th of that month, dealing with the sailing of the s/s Uranium of the North West Transport Line. In that letter we wrote you that the Uranium 9044
originally was scheduled to sail on the 15th, and that the Graf Waldersee was placed in competition at the rate of $24, minus $2 against her. After the sailing of the Uranium had subsequently been postponed twice, the Estonia, sailing January 18th, and the Lapland, sailing January 22nd, also were put in the field as competitors, so that the three steamers mentioned carried competitive rates.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9045

9046 **Petitioner's Exhibit 1685.**

Translation.

July 22nd, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Campania arrived here July 14th with 39 cabin and 215 steerage passengers. She sailed again from
9047 this port with about 300 passengers, who had been booked at the rate of $23, with the usual commission allowances of $3, $4, and $5.

S/s Bremen, competing on the same day carried 1316 passengers at a rate of $24, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9048

Petitioner's Exhibit 1686. 9049

Translation.

August 5th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

S/s Uranium of the above line reached this port July 26th carrying 19 passengers in cabin and 312 in steerage. She sailed again on the 4th with about 350 9050
steerage passengers on board, booked at a rate of $22 and $23, with the usual high commissions. In addition to these, the steamer had to carry back 55 deported passengers.

S/s Prinz Freidrich Wilhelm, sailing on the same day, carried 1567 steerage passengers; rate $23, minus $2. This steamer furthermore left behind here 350 passengers, who will be forwarded on board the Brandenburg, sailing on the 6th inst.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager. 9051

9052 **Petitioner's Exhibit 1687.**

Translation.

September 16th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Uranium arrived here September 6th, carrying 25 passengers in I cabin, 29 in II cabin, 242 in
9053 steerage. She sailed again on the 15th, carrying about 550 passengers and 14 deported. Net rate $18.

The Russia, sailing on the same date, had 1278 passengers. Rate originally $24, later $22, commission $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9054

Petitioner's Exhibit 1688.

9055

Translation.

October 13th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Volturno arrived September 20th, carrying 31 passengers in cabin, and 383 in steerage, and she sailed again on the 29th, with about 400 passengers aboard, booked at the net rate of about $18. She also carried back 6 deported passengers.

9056

Steamer Lituania, sailing on the same date, obtained 1094 passengers at the rate of $22, minus $2. A surplus of about 30 passengers whom the steamer could not accommodate, were accepted by us for the Kaiserin Auguste Victoria, sailing from here today.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. H. Doblin.

9057

3019

9058 **Petitioner's Exhibit 1689.**

Translation.

October 14th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Campanello of the above line, reaching here on the 5th inst., brought 30 cabin and 393 steerage
9059 passengers to this port. Sailing again on the 13th, she carried about 400 passengers, booked at a net rate of approximately $19.

The Prinz Friedrich Wilhelm, sailing on the same date, had 1398 steerage passengers, booked at the rate of $23, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. H. Doblin.

9060

Petitioner's Exhibit 1690.

9061

Translation.

October 31st, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Uranium of the above line arrived here October 18th, carrying 30 cabin and 339 steerage passengers. She sailed again on the 27th, carrying approximately 500 passengers booked at a net rate of about $18. In addition there were 19 deported passengers aboard. 9062

The Barabarossa sailing on the same date, obtained 1505 passengers, rate $23, minus $2.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. H. Doblin.

9063

9064 **Petitioner's Exhibit 1691.**

Translation.

November 14th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Volturno of the above line arrived here on the 2nd of this month, with 12 cabin passengers and
9065 285 steerage passengers on board, and sailed again November 10th, carrying 16 cabin passengers and 620 in steerage, these being booked at a net rate of approximately $16. In addition the steamer carried 18 deported passengers.

The Grosser Kurfürst, sailing on the same day, carried 1781 steerage passengers, booked at the rate of $21, minus $2, 1658 additional passengers, overbooked for this steamer, were accepted by us for the Pennsylvania sailing November 12th.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. H. Doblin.

9066

Petitioner's Exhibit 1692.

9067

Translation.

November 28th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Camponello of the above line arrived here November 17th, carrying 28 cabin and 238 steerage passengers sailing again on the 24th, with 480 passengers, booked at a rate of about $19, the steamer also carried on the outward trip 17 deported passengers. 9068

Amerika, competing on the 24th, went out with 1832 passengers aboard in steerage, her rate being originally $29, and later $25, minus $2. 216 additional passengers, whom this steamer could not take along were transferred, 200 of whom left on the same day aboard the Roon, and 16 on board of the St. Louis, sailing November 26th from this port.

Very truly yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9069

9070 **Petitioner's Exhibit 1693.**

Translation.

December 12th, 1910.

Hamburg American Line,
(Passenger Department)
Hamburg.

Re North West Transport Line.

Steamer Uranium of the above line arrived here November 30th, carrying 21 cabin passengers and 330
9071 in steerage. Sailing again from this port December 8th, she carried 1100 passengers, booked at a net rate of approximately $19.

The Majestic, competing on the 7th, carried 618 passengers, 200 of which were bound for the Continent. She had to leave behind 1700 other passengers, not being able to accommodate them. Of these, 1200 were transported by the Gothland, sailing on the same date, and 500 aboard the Lapland, sailing December 10th.

Very respectfully yours,
HAMBURG AMERICAN LINE,
Sig. E. Lederer,
Assistant to the General Manager.

9072

Uranium also carried 9 deported passengers.

Petitioner's Exhibit 1694.

9073

Translation.

Cables to Hamburg.

New York, January 2nd, 1908.

Utility (Hamburg American Line), Hamburg.

Issued Circular Fixing Prepaid Steerage Rates Deutschland $34.50 Other Steamers $25.50 IIId Class $36.50 Head Tax Extra Steerage Outward Rate Deutschland $34 Others $28 IIId Class $33.

New York, January 6th, 1908. 9074

Utility (Hamburg American Line), Hamburg.

American Line White Star Line Quote Steerage Eastbound Rates Hamburg All Steamers $28 Which Is Two Dollars Respectively Three Twenty-five Below British Steerage Eastbound Rate Cunard Line Will Follow.

New York, January 7th, 1908.

Utility (Hamburg American Line), Hamburg.

Cunard Line New York And Boston Services Reduced Steerage Outward Rate All Continental Ports 9075
All Steamers To Twenty-eight Dollars Fiume Service $31.

New York, January 8th, 1908.

Utility (Hamburg American Line), Hamburg.

Cunard Line New York And Boston Services Reduced Prepaid Rates From Hamburg Rotterdam Antwerp $25.50 Bremen Libau $27.50 Basel $30 White Star Boston Hamburg $25.50 Bremen $27.50.

9076 **Petitioner's Exhibit 1695.**

Translation.

Cables to Hamburg.

New York, January 9th, 1908.

Utility (Hamburg American Line), Hamburg.

Cunard Line Reduced Outward Rates British Points Lusitania Campania $27.50, Ivernia Saxonia $26.25 Etruria Umbria $25 Prepaid $30, $28.75, $27 Scandinavian Outward $31.75 $30 $28.75 White Star Line British Outward Majestic $26.25 Oceanic $27.50 Prepaid $31.75 $33 Scandinavian Outward $30 $31.75

9077 What Scandinavian Outward Rates Shall We adopt

New York, January 10th, 1908.

Utility (Hamburg American Line), Hamburg.

White Star Line American Line Further Reduced British Outward Rates $22.50 Scandinavian $26.25 Shall We Reduce Our Scandinavian Outward Steerage Rates Accordingly Thereby Quoting Below Our Hamburg Outward Steerage Rates.

New York, January 11th, 1908.

9078 Utility (Hamburg American Line), Hamburg.

White Star Line Boston New York Services Reduced Steerage Rates From Libau $27.50 Hamburg $25.50.

New York, January 11th, 1908.

Utility (Hamburg American Line), Hamburg.

We Have Reduced Scandinavian Outward Rates Deutschland $26.25 Others $24.25 Low Prepaid And Outward Rates Of British Lines Will Doubtless Seriously Injure Our Business..

Petitioner's Exhibit 1696.

9079

Translation.

Cables to Hamburg.

New York, January 13th, 1908.

Utility (Hamburg American Line), Hamburg.

American Line White Star Line Reduced British Steerage Outward Rates To $18.75, Scandinavian Steerage Outward Rate To $22.50 Cunard Line Will Undoubtedly Follow We Have Reduced Our Scandinavian Steerage Outward Rates To $22.50 For Deutschland All Other Steamers $20.50 On Account 9080
Recent Reductions British Rates, Agents Now Booking Continentals At $18.75 Drawing Orders On London Agents For Transportation To Rotterdam At $1.75 And Hamburg $2.75, Therefore To Protect Continental Business Propose Steerage Outward Rate of $20 For Regular Steamers Leaving Deutschland Rate Unchanged This Would Also Hit Russian Lines Now Charging $26 Allowing $3 To $5 Commission And Cunard Line Fiume Service We Might Further Retaliate And Reduce Revenues of Russian And British Lines By Lowering Our Prepaid Rates Time For Such Action Now Specially Opportune Owing To Very Slow Prepaid Business Oelrichs Do Not Favor Re- 9081
duction Lloyd Scandinavian Steerage Outward Rates In Accordance With Ours American Line Reduced Libau Steerage Prepaid Rates $27.50.

New York, February 3d, 1908.

Utility (Hamburg American Line), Hamburg.

Russian Lines Reduced Steerage Outward Rates Rotterdam $26 Libau $33 Commission $3 To $5.

9082 **Petitioner's Exhibit 1697.**

Cables to Hamburg.

New York, January 14th, 1908.

Utility (Hamburg American Line), Hamburg.

White Star Reduced British Steerage Outward Rates Cymric $16.25 Cunard Umbria Etruria $17.50.

New York, January 15th, 1908.

9083 Utility (Hamburg American Line), Hamburg.

Moskwa Sailed To Day 11 Cabin 1140 Steerage.

9084

Petitioner's Exhibit 1698.

9085

Translation.

Cables to Hamburg.

New York, January 20th, 1908.

Utility (Hamburg American Line), Hamburg.

American Line Philadelphia Service now Quotes British Steerage Prepaid Rate $20—Including Head tax Eastbound $16.25 Allan Line Boston reduced British Steerage Outward Rate $15.

9086

New York, January 21st, 1908.

Director Storm,
Utility (Hamburg American Line), Hamburg.

Saint Paul Saturday Besides Figures Cabled Yesterday Transferred Sixty Passengers to Second Cabin 70 to Haverford 260 to Majestic which sails tomorrow and having room for only 600 steeragers White Star Stopped Booking Will Transfer Overflow to Baltic Sailing Thursday Kronprinzessin Today 835 Steeragers 200 Overflow Transferred to Samland Sailing, Tomorrow Ryndam Tomorrow has 1100 Stopped Booking will also Transfer Overflow to Samland.

9087

New York, January 29th, 1908.

Utility (Hamburg American Line), Hamburg.

Petersburg Sailed Today 4 Cabin 813 Steerage.

9088 *Petitioner's Exhibit 1698*

New York, February 10th, 1908.

Utility (Hamburg American Line), Hamburg.

British Lines Scandinavian Outward Rates Lusitania Oceanic $35.50 Saint Paul Majestic $33.75 shall We Adopt for Deutschland.

New York, February 18th, 1908.

Utility (Hamburg American Line), Hamburg.

9089 All British Lines Still Charge All Steamers $28 To All Continental Ports We Have Transferred Overflow Auguste To French Line.

9090

9091

Petitioner's Exhibit 1699.

Translation.

Cables to Hamburg.

New York, February 24th, 1908.

Utility (Hamburg American Line), Hamburg.

Korea Sailed Saturday 6 Cabin 280 Steerage.

9092

New York, February 25th, 1908.

Utility (Hamburg American Line), Hamburg.

British Lines Advanced Steerage Outward Rate To All Continental Ports To $30.

New York, February 26th, 1908.

Utility (Hamburg American Line), Hamburg.

Kherson Sailed Today 12 Cabin 554 Steerage.

9093

New York, March 1st, 1908.

Utility (Hamburg American Line), Hamburg.

Volturno Hence February 28th 3 Second Cabin 13 Steerage.

9094 **Petitioner's Exhibit 1700.**

Translation.

Cables to Hamburg.

New York, March 14th, 1908.

Utility (Hamburg American Line), Hambu

Richards Reduced Steerage Outward Rate Volturno April 11th, Twenty-three Dollars Russian Twenty-four.

New York, March 24th, 1908.

9095 Utility (Hamburg American Line), Hamburg.

Saratow Tomorrow Will Have Nine Hundred Steeragers Stopped Booking Will Transfer About Four Hundred To Steamer Main Thursday.

New York, March 25th, 1908.

Utility (Hamburg American Line), Hamburg.

Saratow Today 22 Second 1025 Steerage About 300 Transferred to Estonia April 1st.

New York, March 26th, 1908.

9096 Utility (Hamburg American Line), Hamburg.

Richards Intend Reduce Steerage Outward Rate Volturno Shall we Follow Reduction With Pretoria April 11th.

New York, March 27th, 1908.

Utility (Hamburg American Line), Hamburg.

French Line Reduced Steerage Outward Rate Hudson April 11th To $23 North German Lloyd Barbarossa April 9th, $24.

Petitioner's Exhibit 1701.

9097

Translation.

Cables to Hamburg.

New York, March 24th, 1908.

Utility (Hamburg American Line), Hamburg.

Reduced Outward Steerage Rate Pretoria April 11th $23.

New York, March 30th, 1908.

Utility (Hamburg American Line), Hamburg.

9098

Saratow March 25th 1013 Rate $24—Less $3 and $4 Commission Making Net Rate $20 Breslau March 21st, 646 Not 700 Main March 26th, 2537 Both Rates $26 Pennsylvania 30 Entire Steerage Space Remaining Filled with Freight.

New York, April 8th, 1908.

Utility (Hamburg American Line), Hamburg.

Petersburg Today 1175 No Overflow for Volturno.

9099

New York, April 11th, 1908.

Utility (Hamburg American Line), Hamburg.

Hardly To Be Expected That Steeragers Will Pay $38 For Amerika When They Can Travel On Pretoria Or Hudson For $23 On Barbarossa For $24 On British Lines For $30 Volturno For $20 And Re Italia Carries About 300 Hungarians At $20 British Lines On April 2nd Have Raised Rate To $34 Lusitania Class $36.50 Volturno Will Scarcely Have 500 Pretoria More Than 2000.

9100 **Petitioner's Exhibit 1702.**

Translation.

Cables to Hamburg.

New York, April 15th, 1908.

Utility (Hamburg American Line), Hamburg.

Present Quality Eastbound Steeragers Poorest Class Looking For Lowest Rates This Makes It Impossible To Secure Business At $34 Or Higher Rates Stop To Oppose Russian Lines Continental Lines And Italian Lines And Especially For Purpose Of Stimulating
9101 Business We Propose General Reduction Eastbound Steerage Rates.

New York, April 20th, 1908.

Utility (Hamburg American Line), Hamburg.

Avoca Arrived Halifax April 18th With Broken Main Steam Pipe Will Repair Halifax Departure Hence Uncertain.

9102 New York, April 20th, 1908.

Utility (Hamburg American Line), Hamburg.

North German Lloyd Reduced Steerage Outward Rates Express Steamers To $37 Shall We Reduce Deutschland Rate Accordingly How About Other Steamers We Will Not Have More Than 50 Steeragers On Kaiserin Auguste Victoria And President Lincoln.

Petitioner's Exhibit 1702 9103

New York, April 22nd, 1908.

Utility (Hamburg American Line), Hamburg.

Reduced Steerage Outward Rates Deutschland $32
Others $28 IIId Class Amerika $36 others $33.

New York, April 22nd, 1908.

Utility (Hamburg American Line), Hamburg.

Kherson Sailed Today 23 Cabin 802 Steerage. 9104

9105

9106 **Petitioner's Exhibit 1703.**

Translation.

Cables to Hamburg.

New York, April 28th, 1908.

Utility (Hamburg American Line), Hamburg.

Avoca Hence May 5th.

New York, April 28th, 1908.

9107

Utility (Hamburg American Line), Hamburg.

Sailing Jelunga May 9th Volturno May 23d Latter Uncertain.

New York, May 4th, 1908.

Utility (Hamburg American Line), Hamburg.

Korea Sailed Saturday 32 Cabin 660 Steerage.

9108 New York, May 6th, 1908.

Utility (Hamburg American Line), Hamburg.

Until May 1st Had Only 80 Advices For Amerika Polish And Jewish City Business Suddenly Picked up Traffic Difficult to Estimate In Advance As Steeragers Mostly Buy Tickets Only Two Or Three Days Before Date of Sailing.

Petitioner's Exhibit 1703

9109

New York, May 7th, 1908

Utility (Hamburg American Line), Hamburg.

Avoca Hence May 5th 745 Steeragers 25 Left Over Figures Cabled Incorrect.

New York, May 13th, 1908.

Utility (Hamburg American Line), Hamburg.

Louisiana Sailed Today 1700 Steeragers Including About 1000 Continentals Very Difficult Control Agents Again Urge Reduction Steerage Outward Rates by Cunard Line And Americana Bluecher and Hamburg Tomorrow Both Full.

9110

9111

9112 **Petitioner's Exhibit 1704.**

Translation.

Cables to Hamburg.

New York, June 10th, 1908.

Utility (Hamburg American Line), Hamburg.

New York Continental Line Advertises Jelunga Hence June 20th Volunteer Kherson June 17th Rates Both $21 Commission $3 Russasiatic Russia June 24th Estonia July 22nd Rate $24 Commission $3.

9113

New York, June 22nd, 1908.

Utility (Hamburg American Line), Hamburg.

Jelunga Sailed Saturday 2 Cabin 259 Steerage.

New York, June 24th, 1908.

Utility (Hamburg American Line), Hamburg.

Russia Sailed Today 20 1st Cabin 60 II Cabin 899
9114 Steerage.

New York, June 29th, 1908.

Utility (Hamburg American Line), Hamburg.

We Refer To Your Cable Of Today British Lines Claim To Be Acting According To Instructions From Home Offices We Are Trying To Arrange Uniform Charge Of $4 Headtax.

Petitioner's Exhibit 1704

9115

New York, June 30th, 1908.

Utility (Hamburg American Line), Hamburg.

Brasile Sailed Saturday 31 I Class 62 II Class 1007
Steerage Including 443 Continental.

New York, July 3d, 1908.

Utility (Hamburg American Line), Hamburg.

Ducabruzzi Sailed Wednesday 74 I Class 1893
Steerage Including 454 Continental. 9116

9117

9118 **Petitioner's Exhibit 1705.**

Translation.

Cables to Hamburg.

New York, July 7th, 1908.

Utility (Hamburg American Line), Hamburg.

Verona Sailed Saturday from Philadelphia Monday From New York 42 Cabin 2330 Steerage Including 714 Continentals.

New York, July 23d, 1908.

9119 Utility (Hamburg American Line), Hamburg.

Estonia Sailed Wednesday 27 Cabin 560 Steerage Bremen Sailed Today 1292 Steerage New York Continental Advertise Jelunga To Rotterdam July 28th $21 Rate $2 Commission.

New York, August 6th, 1908.

Utility (Hamburg American Line), Hamburg.

Russia Sailed Wednesday 20 I Cabin 25 II Cabin 705 Steerage Barbarossa 1420.

9120

New York, August 7th, 1908.

Utility (Hamburg American Line), Hamburg.

Louisiana Sailed Wednesday 8 Cabin 1643 Steerage Including 489 Continental.

New York, September 5th, 1908.

Utility (Hamburg American Line), Hamburg.

Verona Sailed Thursday From Philadelphia 6 Cabin 1783 Steerage Including 533 Continental.

Petitioner's Exhibit 1706.

9121

Translation.

Cables to Hamburg.

New York, November 4th, 1908.

Utility (Hamburg American Line), Hamburg.

Fixed III Class Prepaid Rates Amerika $41— Others $36.50 Head tax Extra Steerage Prepaid Rates Deutschland $36.50 Others $31.50 Headtax Extra Red Star Line Always Charged Head tax Separately in Connection With Prepaids Presume Your Remarks Refer To Cash Business. 9122

New York, November 19th, 1908.

Storm, Kaiserhof, Berlin.

Circular October 31st Plainly Advertized Commission three Dollars Caused No Objection On Part Of Cunard Or Other Lines Only Now Upon Reduction To $32 Cunard Line Raises Objection As Agreement Neither Covers III Class Rate Nor Commissions And Change At This Time Would Be Useless We Ask Instructions Whether We Shall Nevertheless Reduce 9123 Commissions To $2 Prospects For Lincoln Poor.

New York, November 20th, 1908.

Storm, Kaiserhof, Berlin.

Sending Out Today Circular Reducing III Class Commissions To $2.

9124 *Petitioner's Exhibit 1707*

New York, December 2nd, 1908.

Utility (Hamburg American Line), Hamburg.

There is So Little Reliance To Be Placed Upon Representatives Here Dealing In Wares And Doing Banking Business With Agents That We Should Not Bind Ourselves To $2 Commissions As Long As There Exists No Prepaid Agreement.

Petitioner's Exhibit 1707.

9125

Translation.

Cables to Hamburg.

New York, December 11th, 1908.

Utility (Hamburg American Line), Hamburg.

What Steerage Outward Rate Shall We Charge For Steamer Hamburg hence January 5th Owing to Sailing Caronia January 7th We Must Have Lower Rate Than Cunard Line Otherwise Cannot Compete.

9126

Petitioner's Exhibit 1708.

9127

Translation.

Cables to Hamburg.

New York, February 11th, 1909.

Utility (Hamburg American Line), Hamburg.

Richards Issued Circular Announcing Organization North West Transport Line Regular Passenger Service New York Rotterdam Steamers Uranium Hellium Tithanium Volturno Avoca First Sailing Hence Volutrno February 27th Steerage Outward Rates Rotterdam $28 Antwerp $29 Hamburg Bremen $30 9128
Commission $3.

Petitioner's Exhibit 1709.

Translation.

Cables to Hamburg.

New York, February 2nd, 1909.

Utility (Hamburg American Line), Hamburg.

9129

Owing To Increased Demand We Propose To Advance Intermediate Outward Rates Amerika Auguste Victoria To $35. Do You Agree?

New York, April 12th, 1909.

Utility (Hamburg American Line), Hamburg.

Volturno Sailed Saturday 42 Steerages.

9130 New York, April 26th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Left Saturday 4 Cabin 95 Steerage.

New York, May 12th, 1909.

Utility (Hamburg American Line), Hamburg.

Raglan Castle Left Today Instead Of May 8th, 3 Cabin 127 Steerage.

9131

New York, May 18th, 1909.

Utility (Hamburg American Line), Hamburg.

Russasiatic Reduced Eastbound Steerage Rate Estonia May 22nd To $26—Is It Correct?

New York, May 22nd, 1909.

Utility (Hamburg American Line), Hamburg.

9132 We Refer To Your Cable Of Today Estonia Sails Monday Rate $26—Volturno Sails Tuesday Same Rate Russian East Asiatic Lines Rate After June 1st $28.

Petitioner's Exhibit 1710.

9133

Translation.

Cables to Hamburg.

New York, May 25th, 1909.

Utility (Hamburg American Line), Hamburg.

Volturno Landed Halifax 229 Steerage Arrived New York May 16th 7 Cabin 154 Steerage Sailed Today 4 Cabin 70 Steerage.

9134

New York, June 9th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Arrived June 1st 2 Cabin 318 Steerage Landed New York 150 Steerage Halifax Sailed Yesterday Instead Of June 5th 5 Cabin 160 Steerage Sailed June 5th 609 Steerage Oceanic Today 602 Of Which 343 To Hamburg At $25 Rate.

New York, October 11th, 1909.

9135

Utility (Hamburg American Line), Hamburg.

Volturno October 9th, 182 Steeragers Sixteen Dollars Net Waldersee 425 At $22 Less $2.

New York, October 23d, 1909.

Utility (Hamburg American Line), Hamburg.

We refer to Your Cable Of Today Volturno $16 Correct Viz $21 Less $5.

9136 *Petitioner's Exhibit 1711*

New York, October 25th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Saturday 173 $17 Net Zeeland 568 $22 Net.

New York, November 8th, 1909.

Utility (Hamburg American Line), Hamburg.

9137 Napolitan Prince Hence Saturday About 150 Rate $25 Less $3 Besides One And Two Extra St. Paul 391 Continental $24 Less $2.

Petitioner's Exhibit 1711.

Translation.

Cables to Hamburg.

New York, November 22nd, 1909.

Utility (Hamburg American Line), Hamburg.

9138 Volturno Sailed Saturday 151 Steerage Net Rate About $20 Estonia 257 $24 Less $2.

New York, December 6th, 1909.

Utility (Hamburg American Line), Hamburg.

Uranium Hence December 4th 374 Steeragers Including 39 Deported Rate About $19 Net Lutuania 280 At $24 Less $2.

Petitioner's Exhibit 1712.

9139

Translation.

Cables to Hamburg.

New York, January 4th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence January 1st About 70 Steerage Including 6 Deported Net Rate About $19 Princess Irene December 30th 312 Rate $24 Less $2 Russia January 1st, 221 Rate $22 Less $2.

9140

New York, January 24th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence January 22nd About 90 Steeragers Net Rate About $19 Also 37 Deported Estonia January 18th, 301 Lapland January 22nd 417 Rate $22 Less $2.

New York, January 31st, 1910.

Utility (Hamburg American Line), Hamburg.

9141

We Refer To Your Cable Of Today Have Reduced Russian Prepaids To $40.

New York, February 14th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence February 12th About 150 Steerage Net Rate About $23 Also 17 Deported Adriatic February 12th 188 Rate $27 Less $2.

9142 *Petitioner's Exhibit 1713*

New York, March 9th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Advertised To Sail Hence February 26th Sailing Postponed Till March 3d Then March 5th Sailed March 8th With About 250 Steeragers Net Rate About $20 Booking Passengers For All Dates Rhein Sailed March 5th 373 At $26 Less $2.

Petitioner's Exhibit 1713.

9143

Translation.

Cables to Hamburg.

New York, March 14th, 1910.

Campania Hence March 12th About 190 Steerage Net Rate About $22 Adriatic March 12, 260 Continental Steerage Of Which 200 At $27 Less $2 Balance $35 Less $2 $27 Rate Only Effective One Day.

9144

New York, March 24th, 1910.

Utility (Hamburg American Line), Hamburg.

Thompson Line Advertises Steerage Prepaid Rates To Portland, Maine And Quebec From Rotterdam $20.50 Antwerp $21, London $25, Libau $32, Outward From Portland To London $20, Rotterdam $22.50 Hamburg Bremen $24, First Sailing From London Steamer Cairnrona April 2nd From Portland April 23d.

Petitioner's Exhibit 1714

9145

New York, April 4th, 1910.

Utility (Hamburg American Line), Hamburg.

Laurentic Hence April 2nd 642 Continentals Also Transferred 406 To Kroonland And 25 To Philadelphia Rate $27 Less $2 Volturno Sailing Postponed Till April 9th From April 2nd Net Rate About $20.

New York, April 11th, 1910.

Utility (Hamburg American Line), Hamburg. 9146

Volturno Hence April 9th About 150 Steerage Net Rate About $20 Adriatic 1050 Continentals At $24 Less $2.

Petitioner's Exhibit 1714.

Translation.

Cables to Hamburg.

New York, April 26th, 1910.

Utility (Hamburg American Line), Hamburg. 9147

Compania Hence April 23d About 120 Steerage Net Rate About $20 Celtic April 23d 450 Continental $27 Less $2.

9148 *Petitioner's Exhibit 1714*

New York, April 28th, 1910.

Utility (Hamburg American Line), Hamburg.

Advanced Steerage Prepaid Rates Amerika Kaiserin Deutschland $41 Charging Higher Rate for Amerika Kaiserin Will Detrimentally Affect Our Prepaid Business Urgently Request Forwarding Prepaid Passengers Booked Thus Far On Any Steamer Without Discrimination And Without Collecting Any Difference In Rate.

9149

New York, May 2nd, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence April 30th About 90 Steerage Net Rate About $20 Saint Paul April 30th 401 Continental $27 Less $2.

New York, May 10th, 1910.

Utility (Hamburg American Line), Hamburg.

9150 Reduced Steerage Prepaid Rates Amerika Kaiserin Deutschland $38.50.

New York, May 25th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence May 21st About 200 Steerage Net Rate About $19 Also 18 Deported New York May 21st 675 Continental At $24 Less 2 Also Transferred 237 To Lapland 36 To Celtic.

Petitioner's Exhibit 1715.

9151

Translation.

Cables to Hamburg.

New York, June 7th, 1910.

Utility (Hamburg American Line), Hamburg.

Fixed Steerage Prepaid Rates Deutschland $38.50 Others $36.50 Third Class Amerika Kaiserin $43.50 Others $41.

New York, June 11th, 1910.

Utility (Hamburg American Line), Hamburg. 9152

Campania Hence June 9th About 180 Steerage Net Rate About $20 Also 19 Deported George Washington June 9th, 1005 At $27 and $24 Less $2.

New York, June 24th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence June 23d About 140 Steerage Net Rate About $20 Also 11 Deported Main June 23d 735 Steerage At $27 Less $2.

9153

New York, July 8th, 1910.

Utility (Hamburg American Line), Hamburg.

Waldersee January 15th Competing Steamer As Per Our Letter January 17th.

New York, July 8th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence July 7th About 300 Steerage Net Rate About $20 Barbarossa July 7th 978 at $27 Less $2.

9154 **Petitioner's Exhibit 1716.**

Translation.

Cables to Hamburg.

New York, July 22nd, 1910.

Utility (Hamburg American Line), Hamburg.

Campania Hence July 21st About 300 Steerage Net Rate About $19 Also 9 Deported Bremen July 21st 1316 At $24 Less $2.

New York, August 5th, 1910.

Utility (Hamburg American Line), Hamburg.

9155 Uranium Hence August 4th About 350 Steerage Net Rate About $19 Also 55 Deported Prinz Friedrich Wilhelm August 4th 1567 At $23 Less $2 350 Overbooked Will Be Sent Brandenburg August 6th.

New York, August 10th, 1910.

Utility (Hamburg American Line), Hamburg.

Reduced Steerage Outward Rate Waldersee August 18th To $27.

9156 New York, August 19th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence August 18th About 400 Steerage Net Rate About $18 Waldersee 1636 At $24 Less $2.

New York, September 2nd, 1910.

Utility (Hamburg American Line), Hamburg.

Campania Hence September 1st About 400 Steerage Net Rate About $19 also 9 Deported Kurfurst September 1st, 1600 At $24 Less $2 270 Over booked Will Be Sent Kaiserin.

Petitioner's Exhibit 1717.

9157

Translation

Cables to Hamburg.

New York, September 7th, 1910.

Utility (Hamburg American Line), Hamburg.

Reduced Steerage Prepaid Rates Deutschland Amerika Class $34 Others $31.50.

New York, September 12th, 1910.

Utility (Hamburg American Line), Hamburg. 9158

We Refer To Your cable Of Today American Line Scandinavian Steerage Outward Rate Still $36.25 Therefore We Do Not Consider It Necessary Advance Our Steerage Outward Rate.

New York, September 16th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence September 15th About 550 Steerage Net Rate About $18, Also 14 Deported Russia 1278 At $22 Less $2. 9159

New York, September 30th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence September 29th About 400 Steerage Net Rate About $18 Also 6 Deported Lituania September 29th, 1094 At $22 Less $2 About 50 Overbooked Will Be Sent Kaiserin.

9160 *Petitioner's Exhibit 1718*

New York, October 8th, 1910.

Utility (Hamburg American Line), Hamburg.

Reduced Prepaid Steerage Rates Deutschland Amerika Class $31.50 Others $29.50 How About Philadelphia Prepaid Steerage Rates.

Petitioner's Exhibit 1718.

Translation.

9161

Cables to Hamburg.

New York, October 11th, 1910.

Utility (Hamburg American Line), Hamburg.

Company's Letter September 28th Scandinavian Business In Case Of Reduction Of Rates Present Steerage Rate Outward Higher To Hamburg We Leave The Matter To You Are Quoting From Philadelphia $34.25 Instruct By Cable Fixed III Class From Philadelphia $35.

9162 ———

New York, October 14th, 1910.

Utility (Hamburg American Line), Hamburg.

Campanello Hence October 13th About 400 Net Rate About $19 Freidrich Wilhelm October 13th 1398 At $23 Less $2.

Petitioner's Exhibit 1718 9163

New York, October 18th, 1910.

Utility (Hamburg American Line), Hamburg.

Advanced Steerage Prepaid Rates Amerika Class $34 Others Including Philadelphia $31.50 III Class Prepaid Rate Amerika Class $41 Others Including Philadelphia $38.50.

New York, October 28th, 1910.

Utility (Hamburg American Line), Hamburg. 9164

Uranium Hence October 27th About 500 Net Rate About $18 Also 18 Deported Barbarossa October 27th 1505 At $23 Less $2.

New York, November 11th, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence November 10th About 620 Steerage Net Rate About $16 Kurfurst Nov. 10th 1781 At $21 Less $2 1500 Overbooked Will be Sent Pennsylvania. 9165

9166 **Petitioner's Exhibit 1719.**

Translation.

Cables to Hamburg.

New York, November 12th, 1910.

Utility (Hamburg American Line), Hamburg.

We Refer To Our Cable Of Yesterday Volturno Pennsylvania Today 1701 Steerage Including 1658 Transferred From Kurfurst At $21 Less $2.

New York, November 23d, 1910.

9167

Utility (Hamburg American Line), Hamburg.

We Refer To Your Cable Of Yesterday Have Reduced Steerage Outward Rate Amerika November 24th $25 We are Still Awaiting Answer To Our Cable Of November 21st How About Steerage Prepaid Rates Also III Class.

New York, November 25th, 1910.

Utility (Hamburg American Line), Hamburg.

9168 Campanello Hence November 24th About 480 Steerage Net Rate About $19 Amerika November 24th 1831 At $29 And $25 Less $2 Besides 200 Transferred To Roon 16 To Sa. Louis.

New York, December 5th, 1910.

Utility (Hamburg American Line), Hamburg.

Fixed III Class Prepaid Rates All New York Steamers $43.

Petitioner's Exhibit 1720 9169

New York, December 9th, 1910.

Utility (Hamburg American Line), Hamburg.

Uranium Hence December 8th About 1100 Steerage Net Rate About $19 Majestic December 7th 618 including 200 Continental at $25 Less $2 Besides 1200 Transferred To Gothland December 7th And 500 Lapland December 10th.

Petitioner's Exhibit 1720. 9170

Translation.

Cables to Hamburg.

New York, December 23d, 1910.

Utility (Hamburg American Line), Hamburg.

Volturno Hence December 22nd About 850 Steerage Net Rate About $20 Pennsylvania December 22nd 1356 At $26 Less $2 Besides 33 Transferred Baltic December 24th.

9171

9172 **Petitioner's Exhibit 1721.**

Translation.

Cables from Hamburg.

Hamburg, February 18th, 1908.

Utility (Hamburg American Line), New York.

We Refer To Your Cable Of February 15th Pool Begins Only March First White Star Line Hence Not Of Interest Please To Give Surplus Far As Practicable To One Of Continental Pool Lines Wire Have British Lines Raised Eastbound Steerage Rates After
9173 Conference On Stand Of Continental Prices What Are Present Eastbound Prices British Lines.

Hamburg, March 11th, 1908.

Utility (Hamburg American Line), New York.

Scandinavian Steerage Outward Rates Amerika Kaiserin $2 Less Than British Lines Express Steamers As Per Clause Two Old British Continental Steerage Agreement.

9174

Hamburg, March 24th, 1908.

Utility (Hamburg American Line), New York.

Regarding Volturnos April 11 $23 Steerage Outward Rate Atlantic Conference Decided To Meet Competition By Reducing Steerage Outward Rate Hamburg American Line Steamer Pretoria Sailing Same Date To Also $23 Please Act Accordingly Confirm By Cable.

Petitioner's Exhibit 1722

9175

Hamburg, March 27th, 1908.

Utility (Hamburg American Line), New York.

Further Reduction Depends Upon Decision Of Atlantic Conference Before Making Motion Must Wait If Richards Really Reduce Storm.

Petitioner's Exhibit 1722.

Translation.

9176

Cables From Hamburg.

Hamburg, March 30th, 1908.

Utility (Hamburg American Line), New York.

Atlantic Conference Decided Advance Continental Outward Steerage Rates Four Dollars And Westbound Steerage Rates Ten Mark Please Act Accordingly Advancing Steerage Outward Rate Deutschland $40 Amerika $38 Others $34 Prepaid Rates Deutschland $37 Others $27.50 Head tax Extra Confirm By Cable.

9177

Hamburg, March 30th, 1908.

Utility (Hamburg American Line), New York.

Saratow March 25th Eastbound 1050 Besides 300 Overflow Breslau March 26th 1700 Our Pennsylvania On Other Hand Only 405 Also 2500 Places Empty Cable Is It Correct Explain.

9178 *Petitioner's Exhibit 1723*

Hamburg, April 3d, 1908.

Utility (Hamburg American Line), New York.

Agree Following Eastbound Rates Commissions.

Hamburg, April 9th, 1908.

Utility (Hamburg American Line), New York.

Discussing Conference How Meet Avoca.

9179

Petitioner's Exhibit 1723.

Translation

Cables to Hamburg.

Hamburg, April 19th, 1908.

Utility (Hamburg American Line), New York.

Cable Received April 19th Have No Objection Against Low Rate Hamburg May 15th For We
9180 Happily Have Advantage Of Being Least Interested Party But Act As You Think Best.

Hamburg, April 28th, 1908.

Utility (Hamburg American Line), New York.

Have Moved That Pennsylvania Be Pitted Against Jelunga May 9th And Pretoria Against Volturno May 23rd Cable If Julunga Volturno Sail Dates Mentioned.

Petitioner's Exhibit 1723

9181

Hamburg, May 6th, 1908.

Utility (Hamburg American Line), New York.

May 1st You Cabled Outlook For Pennsylvania Amerika Poor And Yesterday Amerika Sailed To Our Joy With 2000 At $28 Filled To Capacity. Is it So Difficult To Estimate Traffic In Advance Please Explain.

Hamburg, May 16th, 1908.

Boas (Hamburg American Line), New York.

9182

Conference Which Meets London 23d And 25th Will Consider Eastbound Question Murken.

9183

9184 **Petitioner's Exhibit 1724.**

Translation

Cables from Hamburg.

Hamburg, May 18th, 1908.

Utility (Hamburg American Line), New York.

For Conference London May 23d Till May 26th Please Cable Sailing List New York Continental Line As Far As Possible.

Hamburg, July 1st, 1908.

9185 Utility (Hamburg American Line), New York.

Please Don't Take Any Action Regarding $3.75 We Ony Ask You For Explanation Why British Lines Canadian Rate Instead of $4 Only $3.75 Cheaper Than United States Rate.

Hamburg, March 4th, 1909.

Utility (Hamburg American Line), New York.

9186 Northwest Transport Liner Raglan Castle Left Rotterdam March 2nd 540 Steeragers Of Whom 170 For Halifax.

Hamburg, April 16th, 1909.

Utility (Hamburg American Line), New York.

We Refer To Your Cable Of Yesterday Please Advance Steerage Outward Rates Three Dollars Advance III Cabin As You Think Best Should Like Suggest Amerika $3 Other Steamers $2 Thus trying Fill III Class As Much As Possible.

Petitioner's Exhibit 1725.

9187

Translation

Cables from Hamburg.

Hamburg, June 5th, 1909.

Utility (Hamburg American Line), New York.

Advance Steerage Outward Rates All Steamers Without Deutschland Two Dollars IIId Class Accordingly Confirm By Cable.

Hamburg, October 23d, 1909.

Utility (Hamburg American Line), New York. 9188

We Refer To Your Cable October 11th Volturno Sixteen Dollar Rate Cable Correct.

Hamburg, November 11th, 1909.

Utility (Hamburg American Line), New York.

Fix IIId Class Prepaid Rate Amerika Kaiserin Auguste Victoria Forty-four Dollars All Others Thirty-nine Fifty Headtax Extra.

Hamburg, November 10th, 1909. 9189

Utility (Hamburg American Line), New York.

Reduce Prepaid Rates Regular Service Prepaid Rates Express Service Thirty-four Confirm By Cable.

Hamburg, December 31st, 1909.

Utility (Hamburg American Line), New York.

Fix Steerage Prepaid Rates All Steamers Thirty-eight Fifty Headtax Extra Eastbound All Steamers Thirty-five IIId Class Prepaid Amerika Kaiserin Forty-six, All Others Forty-three Fifty Headtax Extra Eastbound Unchanged.

9190 **Petitioner's Exhibit 1726.**

Translation

Cables from Hamburg.

Hamburg, July 8th, 1910.

Utility (Hamburg American Line), New York.

Answer By Cable Was Waldersee January 15th Competitive Seamer Or Whence Rate $24 We Lack All Information Concerning.

Hamburg, August 15th, 1910.

9191 Utility (Hamburg American Line), New York.

Reduce Waldersee August 17th Steerage Outward Rate $24 With $2 Commission.

Hamburg, September 7th, 1910.

Utility (Hamburg American Line), New York.

Reduce Steerage Prepaid Rates Deutschland Amerika Kaiserin $34 Other Steamers $31.50 Confirm By Cable.

9192 Hamburg, September 12th, 1910.

Utility (Hamburg American Line), New York.

British Lines Advancing Scandinavian Steerage Outward Rates Five Shillings Think We Must Follow.

Hamburg, October 18th, 1910.

Utility (Hamburg American Line), New York.

Advance Prepaid Steerage Rates Amerika Kaiserin $34 All Other Steamers Including Philadelphia $31.50 III Class Steerage Rates Amerika Kaiserin $41 All Other Steamers Including Philadelphia $38.50 Confirm By Cable.

Petitioner's Exhibit 1727.

9193

Translation

Cables from Hamburg.

Hamburg, November 21st, 1910.

Utility (Hamburg American Line), New York.

Please Advance Prepaid Steerage Rates All New York Steamers $38.50 Philadelphia Service $36.50 Confirm By Cable.

Hamburg, November 22nd, 1910.

Utility (Hamburg American Line), New York. 9194

Reduce Steerage Outward Rate Amerika November 24th $25 with $2 Commission.

Hamburg, December 16th, 1910.

Utility (Hamburg American Line), New York.

Reduce Steerage Outward Rate Pennsylvania December 16th $26 with $2 Commission.

Hamburg, December 22nd, 1910.

9195

Utility (Hamburg American Line), New York.

Initial Rates Effective January 1st Please Fix As Follows Steerage Prepaid Rates All Steamers New York $38.50 Philadelphia $36.50 Prepaid III Class Amerika Kaiserin $46 Other Steamers $43.50 Philadelphia $36.50 Steerage Outward Rates All New York Steamers $35 Philadelphia $33 Eastbound III Class Amerika Kaiserin $38 Other Steamers $37 Philadelphia $36.50 Confirm By Cable.

9196 **Petitioner's Exhibit 1728.**

Translation

Cables from Hamburg.

Hamburg, December 30th, 1910.

Utility (Hamburg American Line), New York.

Reduce Steerage Outward Rate Amerika January 5th $26 With $2 Commission Confirm By Cable.

9197 Hamburg, January 6th, 1911.

Utility (Hamburg American Line), New York.

800 Destitute Eastbound Steeragers Ex Volturno Which Uranium Tried Yesterday Bring Across Frontier Stopped By Police And Returned To Uranium.

Petitioner's Exhibit 1729.

June 17th, 1910.

9198 Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Your favor of the 9th instant enclosing synopsis of bylaws as mentioned therein, received, for which please accept our thanks.

Yours very truly,
PASSENGER DEPARTMENT,
Per

Petitioner's Exhibit 1730.

9199

(Red Star Line.)

Antwerp 9th June, 1910.

W. W. Jefferis, Esq.,
International Mercantile Marine Company,
9 Broadway,
New York.

Dear Sir:

Please find enclosed synopsis of bylaws to Agreement A. A. to Agreement V and to Agreement W dated 7th June, 1910. We send these copies to you personally as per special arrangement.

9200

Yours very truly,
RED STAR LINE,
(Signature undecipherable.)

Petitioner's Exhibit 1731.

(White Star Line.)

Passenger Department.

Liverpool 25th May, 1910.

Per S. S. "Teutonic."

W. W. Jefferies, Esq.,
Passenger Department,
White Star Line,
New York.

9201

Dear Mr. Jefferies:

Herewith I send you the printed copy of A. C. Minutes of the 5th instant at Paris; also printed copy of Agreement for E. B. steerage business with Scandinavian American Line.

With kind regards.

Yours faithfully,

F. SWAIN.

9202 **Petitioner's Exhibit 1732.**

(Red Star Line.)

Antwerp, 17th May, 1910.

W. W. Jefferies, Esq.,
c/o International Mercantile Marine Company,
9 Broadway,
New York.

Dear Sir:

Please find enclosed A. C. Minutes 145-154 as well as Annex to By-law 150. We address these Minutes to you personally as per special arrangement.

We are, Dear Sir,

9203 Yours very truly,

RED STAR LINE.

Petitioner's Exhibit 1733.

March 24th, 1910.

Dear Mr. Strasser:

In thinking the matter over again, we have decided to ask you to advise Mr. Peters to send to me only one copy of his letters and statistics, instead of
9204 two copies as arranged heretofore. The chances of the documents becoming mislaid would be very much greater if we had two copies than if we had only one copy and we have decided that one copy will answer all our purposes.

Yours very truly,

Mr. Ed. Strasser
Antwerp.

Petitioner's Exhibit 1734. 9205

(White Star Line.)

Steamship Department.

Liverpool, February 28th, 1910.

Dear Mr. Jefferies:

I have to acknowledge your favor of the 18th instant, with regard to correspondence and statistics and matters shall be arranged on the lines you suggest.

With regard to what you now receive from Mr. Peters addressed to the Red Star Line I am sending an extract of your letter to Mr. Strasser explaining what led up to this corespondence and will leave him to arrange with Mr. Peters. 9206

Yours faithfully,

A. B. CAUTY.

W. W. Jefferies, Esq.,
Passenger Dept.,
White Star Line,
New York.

9207

9208 **Petitioner's Exhibit 1735.**

(White Star Line.)

Steamship Department.

Liverpool, February 8th, 1910.

Dear Mr. Jefferies:

Mr. Swain has shown me your letter to him of the 27th ultimo.

Mr. Franklin had some correspondence with Mr. Sanderson regarding the A. C. Agreement, from which we understood it was better not to send you any
9209 statistics or Conference papers dealing with the adjustment of carryings, and I am rather surprised to see you still receive such documents from Jena direct. We propose to write Jena to stop sending all such papers, but before doing so shall be glad if you will send me a line if you concur. Perhaps before replying you will show this letter to Mr. Franklin, as he will have his correspondence with Mr. Sanderson in mind.

Yours faithfully,

A. B. CAUTY.

Mr. W. W. Jefferies,
White Star Line,
9 Broadway,
9210 New York.

Petitioner's Exhibit 1736.

9211

(White Star Line.)

Steamship Department.

Liverpool, December 17th, 1909.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

Atlantic Conference Meeting Nov. 25th.

* * * * * * 9212

Transportation to and from London and Paris.

We note your views and are quite in accord as to the desirability of all the Lines agreeing to give up this free transportation to and from London and Paris. We have tried to secure joint action to this end but without avail, and we do not think there is any prospect of securing such an agreement.

In view of what you write we do not propose for the present at any rate, to include transportation to and from London and Paris by our Liverpool service as we quite agree the cost to the company would be a very big item and are pleased to note you do not feel the action of the Cunard Co. in this respect has hurt us to any appreciable extent. 9213

We are writing the Cunard Co. that we are willing to fall in with their suggestion should the other Lines interested also agree. This, of course, so far as our Channel services are concerned, which are the only services by which this transportation is included so far as we are concerned.

Yours faithfully,

For Ismay, Imrie & Co.,

A. B. C.

9214 **Petitioner's Exhibit 1737.**

December 8th, 1909.

Mr. Lawson Sandford,
Secretary Passenger Conferences,
17 State Street, New York.

Dear Sir:

We have received from our Liverpool Office the minutes of the Atlantic Conference meeting held in London on November 25th, and have been asked to bring to the attention of the Lines here, certain Minutes of this meeting.

9215 Minute No. 13 Agreement H-2: A sub-committee was appointed to consider this subject, which reported as follows:

> "H-2 Agreement. This Agreement was discussed noted that it is the intention that passengers booking first or second-class from America outward by one line and return by another before making the outward voyage are to have the benefit of this Agreement as regards their return ticket. The New York representatives to discuss this question with the view to arranging the simplest method of covering the point. (Signed) Ad Storm."

9216 In connection with this our Liverpool office write us as follows:

> "Agreement H-2 was discussed at some length, and the Hamburg American Line put forward certain suggestions for collecting a fee for transfers and making a deduction in case of refund on prepaid tickets. The feeling, however, was in favor of making this agreement work as smoothly as possible for the passenger with the idea of encouraging the purchase of prepaid tickets.

Petitioner's Exhibit 1737

9217

In the event of a passenger booking out by one line, and taking a return ticket by another line, it is understood that the return ticket is to come under this Agreement, and it is left to the New York Agents to consult together as to the simplest way of handling this point to secure the desired result."

Will you kindly bring the above matter to the attention of the Lines so that it may be promptly considered, and oblige,

Yours very truly,

PASSENGER DEPARTMENT.

9218

Per

9219

9220 **Petitioner's Exhibit 1738.**

December 7th, 1909.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Atlantic Conference, London November 25, 1909.

We are in receipt of your favor of the 26th ulto., enclosing the Minutes of the Meeting of the above Conference which we have very carefully noted and for which please accept our thanks.

9221 Minute 13—Agreement H-2: We note your remarks, and will place the subject before Conference here at the earliest possible moment with a view to having it discussed by the lines and a decision arrived at.

The other Minutes to which you particularly draw our attention are very carefully noted, and we are now awaiting the result of your efforts to advance the Second-class rates, which we trust will be successful.

Yours very truly,
PASSENGER DEPARTMENT
Per

9222

Petitioner's Exhibit 1739. 9223

December 7th, 1909.

Messrs. Ismay, Imrie & Co.,
Steamship Department,
Liverpool.

Dear Sirs:

Atlantic Conference Meeting November 25th.

We are in receipt of your favor of the 27th ulto., enclosing copy of the Minutes of the above meeting in London, which we have very carefully noted.

Minute No. 13: Your remarks regarding Agreement H-2, are carefully noted, and this matter will be brought up before the Conference here at the earliest possible moment. 9224

Minute No. 17: We regret you were not successful in having the Cruise business exempted from the Agreement, but consider that what you were able to get was the next best thing.

Minute No. 24: We regret to note that the German Lines were not satisfied with the first and second-class rates you were willing to take for the "Laurentic" while in the New York trade and that the question has gone to arbitration. In the meantime we are quoting £16.10 first-class and £9 second-class and presume you will promptly advise us the arbitrator's decision. 9225

Minutes 18, 20 and 21: We trust that the Lines will agree to advance the second-class rates, as the feeling here is that next year second-class business especially should be very heavy, and we think we all ought to be in a position to take advantage of it.

Baggage Checking System: Your remarks are noted, and if the Cunard Line will agree to adopt this system for their Mediterranean Service, we approve of its adoption also by our Line.

9226 *Petitioner's Exhibit 1739*

Transportation to and from London and Paris: We must say that we do not see much merit in the Cunard Line's suggestion, except that it produces to a certain extent a pressing burden on the Channel Services. Our feeling is and has been for sometime, that there is no material benefit to any line in the giving of free fares to London and Paris, and we are strongly in favor of a discontinuance of this free fare of course, provided all lines would agree.

In our opinion our New York-Liverpool Service has this year been less affected by the severe competition of the Cunard Line than our Channel Services, we
9227 having not only held our own on the Liverpool Service but made a slight gain, and we do not consider the practice of the Cunard Line of giving free tickets to London or Paris has hurt us to any appreciable extent, and in any event, whatever damage they may have done we do not consider could at all be compared to the cost to us if we were to inaugurate the practice of giving free tickets between Liverpool and London and Paris.

Yours very truly,
PASSENGER DEPARTMENT,
Per

9228

Petitioner's Exhibit 1740. 9229

AMERICAN LINE.

Liverpool, July 29th, 1910.

American Line,
Passenger Department,
6, Bowling Green,
New York.

Dear Sirs,

A. C. Agreement Westbound Third Class Business.

It was decided that in view of American Line's Philadelphia service position in relation to Westbound 9230
carryings that the British rate for this service be advanced by 5/—making the Westbound prepaid rate $30.00.

We therefore cabled you yesterday:

"Advance British Prepaid Rate third class Liverpool Philadelphia Service $30,"

which we confirm, and which we are sure has had your usual prompt attention.

Yours truly,

For the American Line.

9231

9232 **Petitioner's Exhibit 1741.**

III CL. PASS.

July 29-10.

To The Manager,
American Line,
Liverpool.

Dear Sir:

Prepaid Rates. We beg to confirm receipt of your cable of the 28th as follows:

"Advance British Prepaid rates Third Class
9233 Liverpool-Philadelphia Service $30.00."

On receipt of this we promptly advised Philadelphia and also telegraphed the other general offices to increase the British prepaid rates for your service by $1.25. We take it that this increase is due to our position under the Westbound Agreement.

Yours faithfully,
AMERICAN LINE,
Per

9234

Petitioner's Exhibit 1742. 9235

AMERICAN LINE,

Liverpool, June 11th, 1910.

American Line,
Passenger Department,
9, Broadway, New York.

Dear Sirs:

A.A. Agreement—Westbound.

In view of the fact of the American Line becoming minus party is in sight, it was decided to reduce the rates off Havre and Cherbourg for American Line Southampton Service, and we cabled you yesterday accordingly as follows, which we confirm: 9236

"American Line Service New York Southhampton Reduce Continental Prepaid rates from Havre $35 from Cherbourg $33."

Yours faithfully,

For the American Line.

Petitioner's Exhibit 1743.

111 CL. PASS.

June 3-10. 9237

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

* * * * * *

Inland Railway Fares From Antwerp. We are very pleased to note that you have at last overcome the difficulties with the Railway Companies and are preparing a new tariff which you hope to send us shortly.

* * * * * *

Yours faithfully,
RED STAR LINE,
Per

9238 **Petitioner's Exhibit 1744.**

May 6-10.

Messrs. Ismay, Imrie & Co.,
Passenger Department, *Third Class.*
Liverpool.

Dear Sirs:

Continental E. B. Rates "Philadelphia."

We confirm your cable of the 6th as follows:

"Reduce Continental steerage rate Philadelphia May 7th. Hamburg Bremen Rotterdam Antwerp to $25.00,"

9239 and our reply:

"Referring to your cable of May 6th Continental rates Philadelphia instructions received too late to have any effect."

We felt that little if any good would be effected by advising agents of the further reduction in rates. As far as points outside of New York are concerned it would be of no use whatsoever as in the majority of cases passengers books at least 24 hours before sailing and as far as this city is concerned, putting out the reduced rate now we don't think would result in any appreciable gain and would only cause claims on the part
9240 of passengers booked at the $27 rate for refund of the difference and leave the door open to manipulation of the rates by some agents.

While the "Sicilian Prince" reduced their rate, which we assume accounts for your cable, the "Prince" boats that are employed in the Northwest Service are by no means as well known and as popular as the other vessels. Under all circumstances we concluded that nothing could be gained by putting out the reduced rate so close to sailing time and we trust that you will approve our action in this respect.

Yours faithfully,
WHITE STAR LINE,
Per

Petitioner's Exhibit 1745.

9241

Copy of Cable.

Liverpool to Internavco, N. Y., May 6th, 1910.
Reduce Continental Steerage rate Philadelphia May 7th, Hamburg Bremen, Rotterdam, Antwerp to $25.00.
(Copy to Vice Presidents and Third Class Dept.)

Petitioner's Exhibit 1746.

Feb. 8th, 1910.

Messrs. Ismay, Imrie & Co.,
Passenger Department, *Third Class.*
Liverpool.

9242

Dear Sirs:

Manifesting E. B. Aliens. We have read with interest your comments on the proposal of the authorities to have these manifests completed before the sailing of the steamers and we are pleased to say that as result of the protest made by the lines and the special visit of Secretary Sandford to Washington the authorities have at least for the time being held in abeyance their request for the change in the method of procedure.

Northwest Transport Line. We enclose copy of circular of F. Vessely & Co., Agents of this line, which is explanatory. You will see that they are making some inroads on westbound business if the statement is correct that the "Uranium" secured 1100 passengers. Shall be interested to know if there is any truth in the statement regarding the three new twin-screw steamers to come out in March. Of course we were aware that they had purchased the "Heliopolis" and "Cairo" but surprised to see that they have also secured another vessel.

9243

Yours faithfully,
WHITE STAR LINE,
Per

9244 **Petitioner's Exhibit 1747.**

WHITE STAR LINE.

Per S.S. "Mauretania."

Liverpool, 19th February, 1910.

Passenger Department, *Third Class.*
White Star Line,
New York.

Dear Sirs:

Manifesting E. B. Aliens. We note that the Lines resolved to send Secretary Sandford to represent to the
9245 authorities at Washington the difficulty that would be experienced in completing these manifests prior to the steamers' sailing, and which we are pleased to note has resulted in their demands being withheld for the time being.

North West Transport Line. We have no confirmation of the numbers secured by the "Uranium" from Rotterdam Feb. 5th, nor have we heard yet that this fleet is to be augmented by three new twin-screw steamers in March next. If any literature is issued advertising their departures we will thank you to send us copies.

* * * * *

9246 Yours faithfully,
For ISMAY, IMRIE & CO.

Petitioner's Exhibit 1748. 9247

From Ismay, Imrie & Co., Liverpool.

For New York Office.
Third Class Passenger,
For Ismay, Imrie & Co.,

19th February, 1910.

Per S.S. "Mauretania."

Passenger Department,
White Star Line,
Boston.

Dear Sirs: 9248

Your favour of the 8th. instant to hand, contents noted.

Joint Passenger Tariff B-3 Supplement No. 3 to Joint Tariff C-2—Extensions.

We duly received the three copies of this tariff supplement which arrived per S.S. "Laurentic," for which we are obliged.

Advertising matter. Copies of recent issues duly received, for which we thank you.

"Zeeland's" Scandinavian & Finnish Rates. We have before us your rate sheet dated 1st. February from which we notice that you have shown the Scandinavian and Finnish prepaid rates for the "Zeeland" as 9249
being $36.00 and $39.00 respectively, but these should read $38.75 and $41.75. Will you please make the necessary correction.

Yours faithfully,
For ISMAY, IMRIE & CO.

9250 **Petitioner's Exhibit 1751.**

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

We desire to refer to your letter of the 6th of September which has reference to Mr. Peters' letter No. 5233 dealing with the information received from the New York Office of the Anchor Line regarding agents Iz. Herz, 2 Carlisle Street and the European S. S. Co. 115 First Street. In reply to your inquiry as to whether these agents are disqualified will say Mr.
9251 Herz represents practically all the Conference Lines (British and Continental) and there has been no thought of his disqualification on account of the character of the advertisement in the newspaper "Russky Golos" referred to. The European S.S. Co., 115 First Street, represents only the Uranium S.S. Co.

The advertisement of Mr. Herz was considered rather clever, it being inserted by him as an offset against the advertisement of the Uranium Line put in by the European S.S. Co. simply to catch business which he thought otherwise would drift to the Uranium Co. although Messrs. Oelrichs & Co. have advised him that it would be best not to continue this
9252 sort of advertising. There is no doubt that it is not agent Herz alone but all the Continental agents are expecting or looking for so-called cheap-rate steamers and as soon as they are announced do everything possible to hold passengers for these departures.

Yours faithfully,
RED STAR LINE,
Per

Petitioner's Exhibit 1752. 9253

RED STAR LINE.

Antwerp, September 6th, 1910.

Messrs. The Red Star Line,
Passenger Department,
New York.

Dear Sirs:

With reference to Mr. Peters' letter No. 5233 it would interest us to know whether the agents Isidor Herz, 2 Carlisle St., New York & the European Steamship Co., 115 First Street, New York, are disqualified and if so whether the Conference agents are watched so as to prevent them accepting passengers from these two agencies. 9254

Yours very truly,
(Signature undecipherable)

9255

9256 **Petitioner's Exhibit 1753.**

N. D. L. V.

No. 5233. Jena, September 5th, 1910.

To the Parties.—Fighting Steamers Against the Uranium S.S. Co. (G. 967).

I refer to the information given by the New York agency of the Anchor Line in G.961. What was stated in the letter in question has been confirmed by the advertisements reproduced in the appendix; these were sent me by Russamerica in the original copy and in a
9257 translation of the same. As long as advertisements of this kind appear only in Russian, the matter is not so bad as few passengers read Russian; but it is to be assumed that the matter will take on greater dimensions. The idea is evident, namely, that agents of the Uranium are endeavoring to attract passengers who would not travel by that line. It is improbable that they are Conference agents and that they would really make bookings for the proposed fighting steamers, as their doings would certainly be brought home to them.

The most practical means of meeting such methods would be to install very slow sailing steamers as fighting steamers; and if there were no special objections to this course, it might be of service to make use of the
9258 steamers of Russamerica who have declared their willingness to postpone the sailing of both of their steamers by two days, that is, to the sailing day of the Uranium Company.

A fair agreement could also be come to with them (Russamerica) to cover the case in which the Uranium should repeat their previous manoeuvre of putting forward their sailing-day.

Respectfully,

Petitioner's Exhibit 1753 9259

War! War!

Do you know between whom?

All the shipping companies, having united their forces, have been carrying on a competition for some time against a new shipping company. On this account the united companies are lowering the price of the passage to Europe by their best steamers. This is quite true. On June 9th the express steamer "Prinz Friedrich Wilhelm" sailed from New York and the price for the passage by her to Bremen was only $24, although the usual price is $35. This competition is being still carried on. Why should not the opportunity be turned to advantage? Travel back to your homes on 9260
the following, days: *18th August, 1st, 15th and 29th September. We assume that on these dates the fare for the passage across the ocean will be considerably less than usual; it is extremely likely that it will be so.* Secure a berth for yourself in anticipation by the sending of only $1 as deposit. Do not squander your money without advantage by paying dear for the passage to any swindling agent. In addition to the sailings on the dates indicated, express steamers sail three times in the week for all the ports of Europe.

We also sell steamer tickets for the Journey from Europe to America. We see to the consular papers for travellers to Europe, as well as to all the other documents necessary for travelling, for a fee of $1.60. In 9261
the case of those who do not possess papers of any kind we do what is necessary to obtain passports for them. We send money to Europe and see that it reaches the persons for whom it is intended within 12 days. We perform notarial duties for Russian subjects and persons. We draw up deeds, and authorizations of all kinds; we attend to the documents necessary in connection with military service, etc.

Apply personally or in writing to:

Isidore Herz, Dept. R. 2, Carlisle St., New York. (Telephone 2239 Rector).

9262 *Petitioner's Exhibit 1753*

2).

23 Dollars. 23 Dollars.

23 Dollars. Steamer tickets to Europe. 23 Dollars.

For 23 Dollars you will be able to travel to Hamburg, Bremen, Rotterdam and Antwerp—and for 31 Dollars to Libau—by first class, express steamers. If any person wishes to avail himself of this opportunity, let him send us a deposit of $3, and we shall a good berth for him on the steamer. Do not believe other agents who promise to send you cheaply to Europe. This is untrue. They make this assertion in order to

9263 entice you and then fleece you. We only can sell you cheap steamer tickets, as we do not have any agents to whom we must pay commission. 30 Dollars for the steamer tickets from Europe. 30 Dollars.

EUROPEAN STEAMSHIP CO.,
115 First Street, N. Y.

9264

Petitioner's Exhibit 1754. 9265

111 CL. PASS.

Nov. 11-10.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

Uranium Competition.

The "Grosser Kurfuerst" which sailed Thursday in competition with the "Volturno" had 1781 passengers and the Lloyd informed us that they shut out considerably over 1000. In fact the revised figures they give us are 1550. These they are transferring to the "Pennsylvania" of the Hamburg Line sailing tomorrow. You will therefore see the steamer was very heavily overbooked. This is due entirely to the long advance notice of the reduced rate, which was given to the agents. The circular of the Lloyd was dated Nov. 1st, 10 days prior to the sailing of the ship. We all feel that this advance notice seriously effected the bookings of other steamers which are maintaining regular rates. As an instance the "Lapland" on Wednesday had a comparatively small number of passengers, whereas under ordinary conditions we would have looked for 600 to 700. 9266

The "Volturno" we understand from fairly authentic sources sailed with 625. Of course it is to be presumed that she would have had more passengers had it not been for the low rate in force for the "Kurfuerst," but we are inclined to feel that it is a mistake and tends to demoralize business to put out these rates so far in advance of sailing. The situation can be met for a Thursday sailing by sending the notice out not earlier than the previous Saturday. However as Mr. Van Reuchlin of the Holland American Line is now here it is possible our Vice President will have an opportunity of discussing this question with him. 9267

Yours faithfully,

RED STAR LINE,

Per

9268 **Petitioner's Exhibit 1755.**

III CL. PASS.

Feb. 1-10.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Northwest Transport Line. We understand the "Napolitan Prince" had 95 (estimated) and the "President Lincoln" 583. To meet the sailing of the "Sicilian Prince" on Saturday the 5th, the "President
9269 Grant" has been selected at a rate of $22.

Colonist Rates. We are sending you under separate cover copies of the Old Dominion S.S. Co.'s immigrant colonist rates, also Joint Supplement #1 to First Class Tariff 53 and the Colonist First & Mixed Class rates over the Trunk Line Railroads from this port.

Yours faithfully,
RED STAR LINE,
Per

9270

Petitioner's Exhibit 1756. 9271

111 CL. PASS.

Jan. 28-10.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

* * * * * *

Colonist Rates. We are advised by the R. R. Committee of the Lines that the Joint Routing Committee have given notice that these low rates will be in effect for the Spring period Feb. 28th, to April 14th. The usual supply of the supplements to Tariff 13 we will send you by first steamer after receipt. 9272

Yours faithfully,
AMERICAN LINE,
Per

9273

9274 **Petitioner's Exhibit 1757.**

III CL. PASS.

Jan. 25-10.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

Northwest Transport Line Competition.

As advised you in our letter of the 21st. the rate for the "Lapland" was reduced to $22 in competition with
9275 the S.S. "Uranium" of the Northwest Transport Line, the results being as follows:

S. S. "Uranium,"	90 passengers		
S.S. "Lapland,"	*Ad.*	*Ch.*	*I.*
At $35 rate	62	2	0
At $22 rate	307	19	12
Bondables	15		
Belg. Consular Orders	1		
	385	21	12

We did not cable you as Secretary Sandford cabled Mr. Peters the results as above.

9276 Yours faithfully,
RED STAR LINE,
Per

Petitioner's Exhibit 1758.

9277

III CL. PASS.

Jan. 26-10.

Red Star Line,
Passenger Department,
Antwerp.

Dear Sirs:

"Lapland" Sailed 22nd Competitive Rate.

Referring to our letter of yesterday in which we have given you particulars as to the passengers secured at the competitive rate of $22 against the "Uranium," 9278
we overlooked mentioning that there were a number of passengers from New England points who, on account of the delay to the Fall River Line steamer, caused by a severe storm, did not reach New York in time to sail by the "Lapland." Four of these arrived in time to sail by the "Baltic" and went forward on that vessel; eight sailed yesterday by the "Kronprinz Wilhelm." We first took up the question of transfer with the Small Committee who gave their approval so that it will be quite in order for the White Star and Lloyd to receive the usual compensation.

Yours faithfully,
RED STAR LINE,
Per 9279

9280 **Petitioner's Exhibit 1759.**

RED STAR LINE.

Antwerp, 20th April, 1910.

Red Star Line,
3rd Class Passenger Department,
New York.

Dear Sirs:

Your favour of 5th inst.—S.S. "Kroonland" 2nd April 1910. We note that 408 passengers were transferred from the "Laurentic" which were booked at $27
9281 each. We have handed our claim to Secretary Peters for 408 adults, what, we suppose, is right, if not, please let us know the necessary details.

S.S. "Finland" 9th April. We beg to acknowledge receipt of your favour of 12th inst. We note there were 12 passengers transferred from the "Adriatic" at reduced rates. Our above observation refers to your figures in the letter of 12th inst. too and if the 12 transferred passengers are not adults all, please advise us.

Yours faithfully,
RED STAR LINE.

9282

Petitioner's Exhibit 1760. 9283

RED STAR LINE.

Antwerp, 23rd April, 1910.

Red Star Line,
Passenger Department,
New York.

Dear Sirs:

S.S. "Kroonland" 2nd April and S.S. "Finland" 9th April eastb.

Referring to our letter of 20th inst. we should feel obliged by your letting us have at your earliest convenience passenger manifests of both steamers for Mr. Peters. 9284

Yours truly,
RED STAR LINE.

Petitioner's Exhibit 1761.

RED STAR LINE.

Antwerp. 26th May, 1910.

Red Star Line,
3rd Class Passenger Department,
New York.

Dear Sirs:

9285

Your favours of 3rd and 13th inst to hand.

S.S. "Kroonland" westbound 2nd April and S.S. "Finland," 9th April. We beg to thank you for the correct statements of the passengers forwarded at the reduced rate. We should feel obliged by your making clear to us in future when giving such figures that they are only approximate numbers and that they cannot be used as basis for our account to Secretary Peters.

* * * * *

Yours faithfully,
RED STAR LINE.

9286 **Petitioner's Exhibit 1762.**

III CL. PASS.

April 26-10.

To the Manager,
American Line,
Southampton.

Dear Sir:

Your favors of the 15th. inst. to hand. *"Philadelphia" E. B. April 2nd.* We note you desire a list of the 25 Continental passengers booked at the $27 rate for the "Laurentic" who were shut out from that steamer and transferred to the "Philadelphia." We
9287 are enclosing same herewith.

We are asking the White Star Line to arrange to send a list of the passengers booked at the special rate in force for the "Adriatic."

* * * * * *

We noticed on this steamer there were some for Canadian points but they seemed to have the stipulated amount of money to enable them to pass the Canadian border.

Agreement "L." S.S. "New York" sailed from here the 23rd. with

Italians	13
Orientals	29
9288	—
	42

Yours faithfully,
AMERICAN LINE,
Per

P. S. *"St. Paul" Saturday.* We are just in receipt of cable from Liverpool as follows:

> "Reduce Continental steerage rate St. Paul April 30 Hamburg Bremen Rotterdam Antwerp to $27 commission $2.00."

the reason for which action is fully understood and circulars will be sent to our agents at once.

Petitioner's Exhibit 1763. 9289

(American Line.)

THIRD CLASS.

Southampton, Sept. 14, 1910.

The American Line,
New York.

Dear Sirs:

* * * * * *

Eastbound Rates. Since you wrote your letter acknowledging cable from Liverpool reducing the British rate to $31.25, you will have received a cable announcing a $1.25 advance by all Lines, thus restoring the British rate to $32.50 which is now our normal rate. 9290

We are sorry to hear the reduced rate we have made to Hamburg will have but little effect. We do not see how we can make a lower rate than $32.50, as it it obvious it would hardly do to make a lower rate to Hamburg than to Southampton and London.

We quite agree that a reduction in the Oriental rate would be the best way to equalize our position under "AA." Unfortunately we are in the plus under the "Medit." and are afraid we shall not be able to advise you to reduce rates. 9291

Commercial Allowance on Inland Fares. We are pleased to note from the circular you enclose that the B and O have followed the Erie in payment of commission on first-class business direct to the Steamship Companies. Are these the only Companies who pay?

* * * * * *

Yours truly,
for AMERICAN LINE.

9292 **Petitioner's Exhibit 1764.**

III CL. PASS.

Sept. 23-10.

To The Manager,
American Line,
Southampton.

Dear Sir:

* * * * * *

E. B. Rates. We note your remarks with reference to your cable of the 31st. ulto, reducing British and Continental rates. Our remarks that this reduction
9293 would have little effect referred to British business of which, as we pointed out, we have comparatively little. The reduction of the Hamburg rate, as you will see from our letter, we said would tend to help our Continental business *i. e.*, in weeks when we are not confronted by specially reduced rates in competition with outside line. As you will have seen our numbers have shown somewhat of an increase due to the Continental reduction and also to a certain percentage of Armenians and Syrians which we are getting despite our high rate.

We note that you quite agree with us that the best way to reduce our minus in the A. A. Agreement
9294 would be by a reduction of the Oriental rates, but we cannot quite follow your remarks that "Unfortunately as we are in plus under the Mediterranean you are afraid you will not be able to advise a reduction in rates" inasmuch as from the Mediterranean Eastbound Statistics to August 31st the American and White Star Channel Services appear to be in the minus by 332. It would seem that we commenced the new year under this agreement with a minus which has increased from week to week. We therefore should say that with a minus under both the A. A. and the Mediterranean it would seem advisable to seriously

Petitioner's Exhibit 1764 9295

consider whether our Oriental rates should not be reduced so we could secure the traffic which would certainly help to equalize under both agreements and we hope we will hear from you fully on this point.

Commercial Allowance Inland Fares. In reply to your query as to whether the B. & O. and Erie are the only Companies paying commission on first-class fares will say that in addition to these the Lehigh Valley, Delaware, Lackawanna & Western and the New York, Ontario & Western RR. pay such commission.

* * * * * *

Agreement "L." S. S. "La Lorraine" sailed from here the 22nd inst. with 9296

Italians	151	
Orientals	53	
Continentals	243	
Deported	12	
Government Req.	21	480

Yours faithfully,
AMERICAN LINE.
Per

9297

9298 **Petitioner's Exhibit 1765.**

III CL. PASS.

July 26-10.

To The Manager,
American Line,
Southampton.

Dear Sir:

* * * * *

We note with some surprise you say that we were both wrong in our statement that the agreement period expired the end of June this year and that you find
9299 it does not expire until the end of June, 1911, and for that reason you are not taking any action at present as regards adjustment of rates. It is evident we do not quite understand each other. We thought we made ourselves clear in all our letters on the subject that we looked forward to the time when the agreement year would expire about June 30th and that we would make a fresh start from July 1st and in fact a reading of Mr. Peters' Mediterranean Conference circular letters would sustain our view. Circular Letter 585 deals with the proposal for an agreement on rates to commence with the new agreement year submitted by the Austro Americana, which seems to have been
9300 approved by our friends in Liverpool in their replies given in Letters 609 and 612 with the proviso that the American Line and White Star Channel Service rate should be $50. We presume this had reference to Turin as the basing point which is our present rate but we feel that at this figure we cannot expect to look for the return of any of our Eastern traffic.

From the first statistics for the new year just received we see that we commenced the first week with a minus the French Line slightly in the plus. We have, as you know, before frequently referred to our peculiar position growing out of our large minus in

Petitioner's Exhibit 1765

9301

the A. G. Agreement which up to June 30th amounted to 2323, having been growing from week to week and while you say in your letter that you are considering a reduction in the rate to Hamburg and other Northern Continental ports as a means of reducing same, we feel that while this might help to adjust matters, in view of the fact that the steerage traffic of the American Line of late years has been largely built up on the Eastern business *i. e.* North Italian, Greek and Oriental, if we are to look for any effective means of reducing the minus it must be by quoting such rates for the Eastern traffic as will enable us to recover some of our lost patronage.

9302

We quite agree with you that the position of the French Line seems rather extraordinary as it would certainly appear that they paid little attention to reducing their plus. They probably, from what we can gather here, felt that it is necessary for them to continue to quote rates as would enable them to secure what they consider the proper share of the business, irrespective of any Agreements.

We are more convinced than ever that it will be impossible for us to improve our position until we quote equal rates with the French Line as we used to under Agreement L. and we urge you to seriously consider whether we should not reduce our rates to Turin at least to the same basis as the fast French Line steamers "La Provence" and "La Lorraine" viz. $44. It is useless to suppose that we can secure any of this traffic at a $6 higher rate.

9303

Yours faithfully,

AMERICAN LINE.

Per

9304 **Petitioner's Exhibit 1766.**

(American Line.)

Southampton, June 11, 1910.

The American Line,
New York.

Dear Sirs:

We have your L 757 of May 31.

Competition Rate. We note the reason for the delay in sending us the full and correct list of passengers booked at the competitive rates. Of course, if you
9305 think the embarkation slips are not a safe guide as to the number who actually embark, then we must wait until the Purser's return is in your possession. We are glad to hear that the list for the "Philadelphia" will certainly reach us by next mail.

* * * * *

Transfer of Passengers and Baggage to Ellis Island. We note from the letter you have written to the White Star Line, Liverpool, copy of which you enclosed, that following an accident to one of the Moore steamers carrying passengers and their baggage to Ellis Island, a meeting of the members of the conference was called to consider the contract between the Lines and J. E.
9306 Moore & Co., and that it seemed to be the general opinion among the members other than Italian that they were sufficiently protected.

* * * * *

Yours truly,
for AMERICAN LINE.

Petitioner's Exhibit 1767. 9307

III. CL. PASS.

June 17-10.

To the Manager,
American Line,
Southampton.

Dear Sir:

* * * * *

W. B. Business. We note your remarks. Judging from the numbers from yours the traffic continues small but with the large numbers the Continental Lines are gettting, as you say it will perhaps soon enable 9308
you to reduce your rates as your plus position appears to be decreasing.

* * * * *

Agreement "L." S. S. "La Gascogne" sailed from here the 11th inst. with

Continentals	24	
Orientals	13	
Italians	5	
Deported	13	55

S. S. "La Provence" sailed from here the 16th inst. with 9309

Italians	152	
Orientals	22	
Continentals	232	
Deported	7	
Government	17	430

Yours faithfully,
AMERICAN LINE.
Per

9310 **Petitioner's Exhibit 1768.**

(American Line.)

Southhampton, June 6th, 1910.

American Line,
Passenger Dept. (3rd Class),
New York.

Dear Sirs:

"St. Paul" E. B. April 30. We are in receipt of your letter (L. 755) of the 27th ultimo enclosing statement of passengers by above steamer at cut rate
9311 of $27.00, from which we note there were a total of 348 statute adults, not 357 adults as previously advised by you.

We have therefore had to send in an amended account to Mr. Secretary Peters for the compensation due, and as this has had to be the case with nearly all our accounts rendered him for compensation amounts, we think in future it will be best for us to await receipt of the passenger manifests before sending in our claims. We hope, therefore, that you will see your way to let us have such manifests as soon after the sailing of the steamers with cut rates as possible, in order that there may be no undue delay in claiming compensation.

9312 Yours truly,
for AMERICAN LINE.

Petitioner's Exhibit 1769. 9313

III CL. PASS.

June 7-10.

To The Manager,
American Line,
Southampton.

Dear Sir:

Your favor of the 27th ulto. to hand.

"Philadelphia" E. B. April 2nd. With reference to your remarks the discrepancy is largely due to a mix-up between our Bookkeeping Dept. and that of the White Star Line. We are, however, sending you a 9314
corrected list herewith.

* * * * *

W. B. Business. We note that, as we assumed, our plus position has been reached owing to the Philadelphia Service having greatly overcarried their allotment share.

S. S. "Philadelphia" sailed Saturday with 104 Third Class, which was doing as well as could be expected under the circumstances. As you will see from the Agreement "L" returns we only had very few Italians and Orientals.

* * * * * 9315

Agreement "L." S. S. "Philadelphia" sailed from here the 4th inst. with

Italians	16	
Orientals	9	24

Yours faithfully,
AMERICAN LINE.
Per

9316 **Petitioner's Exhibit 1770.**

III CL. PASS.

May 24-10

To The Manager,
American Line,
Southampton.

Dear Sir:

Your favors of the 14th inst. to hand.

"St. Paul" E. B. April 30.—"Philadelphia" E. B. May 7. We hope to send you statements of the numbers secured by the "St. Paul" at the competition rates
9317 in effect for this steamer by next mail and that for the "Philadelphia" by the following mail.

Deported Aliens. We are obliged for the papers in the case of Edwin Ford returned per "Philadelphia" April 2nd.

"New York." For this steamer sailing Saturday we had 802 Third Class. We were obliged to shut out 273, of which 237 were transferred to the "Lapland" and 36 to the "Celtic," which information we thought it advisable to cable you yesterday and confirm our message as follows:

"May 21st. Continentals S. S. "New York"
675 transferred Lapland 237 Celtic 36."

9318

The division of the Continental passengers at the competitive rate on the "New York" were as follows:

At $27.00	302 ad.	21 Ch.	11 Ch.
At $24.00	348 "	30 "	20 "

We think it advisable, however, to wait until you receive corrected statement from our bookkeepers before rendering your account to Secretary Peters.

We understand the "Campania" of the Uranium S. S. Co. which had been scheduled to sail June 4th has

Petitioner's Exhibit 1770

9319

now been changed to the 9th and there is a rumor that their sailings hereafter will be on Thursdays.

Immigration Movement. We are sending you some interesting statistics prepared by the Western Passenger Association and distributed to the Lines. Some of the information of course is covered in the Government reports which you receive from time to time, but the particulars regarding distribution of the traffic in the Western Passenger Ass'n territory has not before been promulgated amongst the S. S. Lines.

Yours faithfully,

AMERICAN LINE.

9320

Per

9321

9322 **Petitioner's Exhibit 1771.**

(American Line.)

Southampton, May 27, 1910.

The American Line,
New York.

Dear Sirs:

* * * * *

"Philadelphia" April 2 EB. We note the exact number of passengers carried at the competition rate was 20 adults and one child, and we shall send a cor-
9323 rected account for compensation to Secretary Peters.

* * * * *

"New York" EB. We shall be able to get off 350 of the Hamburg passengers on Sunday, and half the Antwerp passengers the same day. The balance will go forward on Monday. If it be not convenient to send us a list of the competition passengers by return, please send us the correct number so that we may send in our account for compensation.

* * * * *

Westbound Business. Owing to the American Line's position as a whole we are unable to reduce our
9324 rates, and you have rightly assumed that this position has been reached owing to the Philadelphia Service having so greatly overcarried their allotment share.

* * * * *

Yours truly,
for AMERICAN LINE.

Petitioner's Exhibit 1772. 9325

III CL. PASS.

May 31-10.

To The Manager,
American Line,
Southampton.

Dear Sir:

* * * * *

Competitive Rates. The delay in sending you the figures of passengers carried at the reduced rates on the "St. Paul" and "Philadelphia" is due to the fact that our bookkeepers have to await the purser's return before making up these statements. It is of 9326
course feasible to send a statement from the embarkation slips at hand but it has been customary in the past never to send corrected statements until after receipt of the purser's return. The statement of the "St. Paul" was sent you last Friday and the "Philadelphia's" figures we will certainly send you by Friday's mail.

As regards those booked on the "New York" we have written you on the 27th giving you the exact numbers made up from the embarkation slips and there is not likely to be very much discrepancy between these figures and the final statement.

* * * * * 9327

Agreement "L." S. S. "La Touraine" sailed from here the 26th with

Continentals	88	
Orientals	22	
Italians	141	
Deported	45	
Government	8	304

S. S. "St. Paul" sailed from here the 28th inst. with

Italians	10	
Orientals	14	24

Yours faithfully,
AMERICAN LINE.
Per

9328 **Petitioner's Exhibit 1773.**

III CL. PASS.

May 6-10.

To The Manager,
American Line,
Southampton,

Dear Sir:

* * * * *

"Philadelphia" Tomorrow. We expect to have between 500 and 600 Third Class for this steamer to-
9329 morrow. Of course this will be largely made up of Continentals at the reduced rate. We received a cable from Liverpool this morning to further reduce the rate to $25 but you will note from copy of our letter to them we felt it is too late now to be of any effect, as the bulk of the passengers outside of New York are already booked and would only result in dissatisfaction and trouble with agents regarding those booked at the higher rate. Two rates on a ship cause an endless amount of difficulty and those booked at the high rate when they learn of it will always clamor for refund.

* * * * *

9330

Agreement "L." S. S. "La Bretagne" sailed from here the 28th ulto. with

Italians	58	
Orientals	17	
Continentals	91	
Deported	16	
Government	18	200

Petitioner's Exhibit 1773

9331

S. S. "St. Paul" sailed from here the 30th ulto. with

Italians	12	
Orientals	2	14

S. S. "Chicago" sailed from here the 2nd inst. with

Continentals	98	
Orientals	10	
Italians	32	
Deported	31	171

9332

Yours faithfully,
AMERICAN LINE.
Per

9333

9834 **Petitioner's Exhibit 1774.**

III CL. PASS.

May 10-10.

To The Manager,
American Line,
Southampton.

Dear Sir:

* * * * *

Savannah Line Immigrant Tariff. We note your remarks with reference to the new tariff of this company and that same cannot be put in use until adopted
9835 by Conference. Doubtless Secretary Smyth has received from Mr. Sandford copy of the notice sent out by the R. R. Committee of the lines the arrangement having the approval of the Companies here. We fully appreciate that the bulk of the passengers prefer the all rail route. Still for bookings to the Southwest, particularly in the case of families, there is a considerable saving in using the part water part rail route.

* * * * *

S. S. "Philadelphia" sailed Saturday with 821 Third Class. This number included 533 Continentals. We will have our bookkeepers prepare a detailed report of
9836 the passengers booked at the $27 rate so you can make up your statement for Secretary Peters which we hope to send you very shortly.

* * * * *

Yours faithfully,
AMERICAN LINE.
Per

Petitioner's Exhibit 1775.

9337

(White Star Line.)

Passenger Department.

Liverpool, 3rd April, 1908.

Per S. S. "Lusitania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9338

Third Class Eastbound Pool.

Your favour of the 18th ulto., received, and we note your remarks regarding a division of the I. M. M. Co.'s percentage among the different Services, which you consider will assist you to keep a close watch over the Eastbound numbers.

We hardly think, however, that a sub-division, such as you suggest, would be of any material benefit in the direction indicated, as our first object should be to let the booking go on normally, for all the Lines; then if the I. M. M. Company, as a whole, is running over its percentage, to increase the rates on whatever business is yielding the lowest return, and the figures we sent you last mail will help you in this.

9339

There has, however, been a general demand from the other Lines that the division of the I. M. M. Co.'s percentage among the associated Lines should be declared, and Mr. Ismay has accordingly addressed a letter, as per copy attached, to Secretary Peters. This will give you, to some extent, the information you ask for.

Yours truly,
For ISMAY, IMRIE & CO.

9340 **Petitioner's Exhibit 1776.**

(Copy.)

Steamship.

April 2nd, 8.

Secretary Peters,
Nordatlantischer Dampfer Linen Verband,
Jena.

Dear Sir:

Referring to your circular letter G. No. 36 of the 30th ultimo and your previous communications re-
9341 garding the I. M. M. Co.'s percentage of the Westbound and Eastbound Pools, while I am not prepared to admit that there is any obligation on the I. M. M. Company to declare a percentage for each of the Associated Lines, I am willing to fall in with your request, and name the following division, viz:

	Westbound		*Eastbound*	
American, Southampton	2.96		6.77	
Liverpool	3.72		1.99	
Dominion	4.47		1.51	
White Star (New York & Boston)	8.60	19.75	15.56	25.83

9342 In doing so, however, I reserve the right to alter these figures from time to time, as I may consider necessary and only consent to name an allotment to each Company in the desire to meet the views of the other Lines as far as possible.

Yours faithfully,

Petitioner's Exhibit 1777. 9343

(White Star Line.)

Passenger Department.

Liverpool, 15th February, 1908.

Per S. S. "Campania."

Passenger Department,
White Star Line,
9 Broadway,
New York. *Special.*

Dear Sirs:

As conveyed to you by cable from Mr. Ismay on the 7th inst., arrangements were completed in London during last week for the pooling of Third Class business, details of which you will find in the enclosed provisional pool contract. 9344

The percentages allotted to the various Lines have not as yet been finally agreed, but the figures will be circulated by the Conference Secretary for final approval very shortly, the basis of course being fixed.

You will observe from the Pool contract aforementioned that same is operative as from March 1st next. We will accordingly thank you to arrange when cabling the Eastbound numbers after the foregoing date, to exclude from same all rejected and deported passengers that may be on board, and as the Westbound pool will be based on the landing returns issued at the United States ports, we shall be glad if you will advise us regularly by mail as you ascertain these particulars. This latter requirement, we may say, refers to both Second and Third Class numbers. 9345

In connection with Agreement "L," between the American, French and N. D. L. V. Lines, this is being continued as heretofore in order to act as a check on the Eastbound Oriental and Italian business of the French Line.

Yours faithfully,
For ISMAY, IMRIE & CO.

3115

9346 **Petitioner's Exhibit 1778.**

(White Star Line.)

Passenger Department.

Liverpool, 27th March, 1909.

Per S. S. "Lucania."

Passenger Department,
White Star Line,
New York. *Special.*

Dear Sirs:

Enclosed please find typewritten copy of the provisional Minutes of the Paris meeting just concluded,
9347 which we send for your information and guidance.

Yours faithfully,
For ISMAY, IMRIE & CO.

Minutes of Meeting, held at Paris, 25th March, 09, Hotel Meurice.

* * * * *

1) The Lines Allan excepted, agree to revive By-law 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

* * * * *

9348 4) All Lines except as mentioned below agree to reduce the present Agreement first class rates of Mauretania and Lusitania, and the second-class rates of Caronia, Carmania, Oceanic, Adriatic by 10/— or its equivalent in each case, eastbound and westbound. In view of Allan Lines objection to both classes and the French Lines objection to the second class these proposed alterations to be referred to Mr. Wilding for arbitration.

* * * * *

7) The proposition of the Dominion Line for charity children of Barnado being excluded from the Pool is deferred to next meeting.

Petitioner's Exhibit 1778

9349

8) It is confirmed that passengers by direct steamers to St. Pierre New Foundland do not come under the agreements Z and A. A.

9) The result of the pending arbitration between Allan Line and White Star Line to be awaited before taking action as regards the notice of withdrawal of the Allan Line from agreement A. A. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration, Mr. Ballin undertaking to prepare the case for the Conference Lines, other than Allan Line.

9350

10) Agreed, except by Allan Line, that Min. 78 as far as it refers to prepaids of the Russian Volunteer Fleet forwarded by the Russian East Asiatic Steam Ship Co. shall apply also to those prepaids forwarded before the date of the respective arrangement viz: October 22.

11) Letter from the Grand Trunk Railway submitted, the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business because they had been unable to induce the Grand Trunk Railway to agree not to do so after they had found that the Intercolonial Grand Trunk Connection at Halifax were paying commission. Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian Railways (including Intercolonial Railway) to allow no commission to the North West Transport Line.

9351

12) The proposed general advance of westbound second class rates was not agreed to, but an alternative suggestion to form a pool for second class business was made. The matter to be brought up at the next meeting. In the meantime the Secretary to circulate statistics for consideration.

9352 **Petitioner's Exhibit 1779.**

(White Star Line.)

Passenger Department.

Liverpool, 31st March, 1909.

Per S. S. "Oceanic."

Passenger Department,
White Star Line,
9 Broadway,
New York.

9353 Dear Sirs:

Paris Meeting March 25th, 1909.

Referring to our letter of 27th inst., we enclose herewith typewritten copy of the Minutes of the Paris meeting held on the 25th instant which please substitute for those sent you with our letter referred to.

Yours faithfully,
For ISMAY, IMRIE & CO.

Minutes of Meeting held at Paris, March 25th, 1909, Hotel Meurice.

* * * * *

9354 1) The Lines, Allans excepted, agree to revive By-law 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

* * * * *

4) All Lines, except as mentioned below, agree to reduce the present agreement first class rates of Mauretania and Lusitania, and the second class rates of Caronia, Carmania, Oceanic, Adriatic, by 10/— or its equivalent in each case, eastbound and westbound. In view of Allan Line's objection to both

Petitioner's Exhibit 1779

9355

classes, and Cie. Cle. Transatlantique to the second class the proposed alterations to be referred to Mr. Wilding for arbitration.

* * * * * * *

7) The proposition of the Dominion Line for charity children of Dr. Barnardo being excluded from the Pool is deferred to next meeting the Allan Line recording their objection to the proposal.

8) It is confirmed that passengers by direct steamers to St. Pierre Newfoundland do not come under the Agreements Z and A. A.

9356

9) The result of the pending Arbitration between Allan Line and White Star Line to be awaited before taking action as regards the notice of withdrawal of the Allan Line from Agreement A. A. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration. Mr. Ballin undertaking to prepare the case for the Conference Lines, other than the Allan Line.

10) Agreed, except by the Allan Line, that Minute 78 as far as it refers to prepaids of the Russian Volunteer Fleet forwarded by the Russian East Asiatic Steam Ship Co. shall apply to those prepaids forwarded before the date of the respective arrangement viz: October 22.

9357

11) Letter from Grand Trunk Railway submitted, the C. P. R. representative advised they only allowed commission to the North West Transport Line on inland business, because they had been unable to induce the Grand Trunk Railway to agree not to do so and after they had found that the Inter Colonial Grand Trunk connection at Halifax were paying commission. Mr. Sanderson was requested to approach the Grand

9358 *Petitioner's Exhibit 1779*

Trunk Railway with a view to facilitating an agreement between the two Canadian Railways (including Inter Colonial Railway) to allow no commission to the North West Transport Line.

12) The proposed general advance of westbound second class rates was not agreed to, but an alternative suggestion to form a Pool for second class business was made. The matter to be brought up at next meeting. In the meantime the Secretary to circulate statistics for consideration.

9359 * * * * *

14) It was agreed by all the Lines interested that the 1st class intermediate schedules as per Minute 96 are to be in the hands of the Agents not later than 3rd April next after being first circulated through the Conference Secretary.

15) The question of the Control Stations was mentioned & the German Lines promised to pursue the matter further with the view to according facilities to passengers for the British Lines passing through the Control Stations en route to Rotterdam and Antwerp.

9360 16) Agreement BB with the Russian East Asiatic Co. was duly signed by all the A. C. Lines.

17) The N. D. L. V. Lines agreed to the British Lines taking up negotiations with the Scandinavian American Line with a view to bringing them into the General Pool, the Scandinavian American Line not having been able to carry out the agreement made in Paris in October last which required them to establish Norwegian, Swedish & Danish services with five ships. The N. D. L. V. Lines leave the British Lines full discretion with regard to percentages, sailings &c., but

Petitioner's Exhibit 1779

9361

do not agree to the Scandinavian American Line being permitted to carry Continental Passengers.

* * * * *

19) The British Lines agree to advance their second class rates off Continental Ports by 10/- provided the Continental Lines agree amongst themselves to make a similar advance. Allan Line's Havre service excepted, but subject to negotiation between the Allan Line and the Cie. Gle. Transatlantic.

9362

* * * * *

With the above exception all passengers paying less than Agreement 2nd cabin rate by the carrying steamer are to be pooled.

21) The C. P. R. and Allan Lines agree to exchange their prepaid statistics with other Lines.

* * * * *

9363

9364 **Petitioner's Exhibit 1780.**

April 27th, 1909.

Messrs. Ismay, Imrie & Co.,
Steamship Department,
Liverpool.

Dear Sirs:

* * * * *

MINUTE #1. The New York Conference Committee, under By-Law No. 22 has been watching the situation very carefully with a view of taking action if the
9365 competition of the Northwest Transportation Company should become serious; but as their last steamer from New York, the "Uranium" sailing April 24th had only 4 second class and 95 third class passengers, no opposition fighting steamer has as yet been named.

MINUTE #4. We trust with you that the Second Class rate of the "Adriatic" and "Oceanic" will be reduced, as we consider the rate of these steamers as too high.

MINUTE #6. We wrote your Passenger Department fully under date of March 23rd, outlining our reasons for not viewing with favor the sugges-
9366 tion to reduce first class commission in New York to 2%, which you have no doubt received ere this. However, if all lines were agreed on this matter we, of course, would interpose no objection.

MINUTE #13. We regret to note that in view of the failure to obtain the consent from the Hungarian Government the scheme for pooling the westbound carryings of the Cunard Line has to be cancelled, as it would certainly be desirable if this branch of the Cunard Line traffic could be included in the pooling scheme.

Petitioner's Exhibit 1780

9367

MINUTE #14. All intermediate first class eastbound schedules were issued promptly, and you no doubt received our advices as to this.

MINUTE #17. We trust that the further negotiations with the Scandinavian American Line will result in a satisfactory settlement of the difficulty.

MEETING OF MARCH 26TH. We are glad to note that the Cunard Line provisionally agreed to join the Mediterranean Pool for their Italian Eastbound carryings, and trust that at the May Meeting they will determine definitely to become a party to the Pool.

9368

Since your letter was written the $3 advance in Eastbound Italian Third Class rates has been agreed to by all lines, and circulars issued.

We presume the White Star and American Line percentage Eastbound in the Italian Pool for their Southampton Services, which has been finally fixed at 4.70%, will not accrue to these lines in addition to their percentage under Agreement AA, but that these carryings will have to be included in the carryings of these lines under Agreement AA.

Yours very truly,
PASSENGER DEPARTMENT
Per

9369

9370 **Petitioner's Exhibit 1781.**

(White Star Line)

Steamship Department
Liverpool, 6th May, 1909.

Messrs. Lee & Franklin,
White Star Line,
New York.

Dear Sirs,

Paris Meeting March 25th and 26th.

9371 We are in receipt of your favor of the 27th ulto., and note what you write regarding the North West Transport Line and the resuscitation of the New York Conference Committee to meet this competition, and we quite agree that so long as their Eastbound numbers keep as small as in the case of the "Uranium," it is unnecessary to oppose them with a fighting steamer.

MINUTE NO. 4. The Second class rate proposed for the "Adriatic" and "Oceanic" will be included in the case to the Arbitrator very shortly.

MINUTE NO. 6. We note you agree with us that if the other Lines assent there is no reason why the
9372 first class commission in New York should not be reduced to 2%.

MINUTE NO. 13. We have a meeting in London tomorrow, when we hope the situation with regard to the Cunard Line and the Hungarian Government will be cleared up, and the Cunard's westbound Fiume carryings be brought into the pool.

MINUTE NO. 17. We have a meeting with Director Gold next week when we hope some arrangement may be come to with the Scandinavian American Line.

Petitioner's Exhibit 1781

9373

At the meeting tomorrow the question as to whether Cunard's will join the Eastbound Mediterranean Pool for Italian business will also be decided. The percentage eastbound of 4.70 allotted to the White Star and American Lines for Italians, Greeks and Orientals will, of course, have to be accounted for by us in the Atlantic Conference and are not additional to the allotment in that Conference.

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

9374

9375

9376 **Petitioner's Exhibit 1782.**

December 13th, 1910.

Messrs. Ismay, Imrie & Co.,
Steamship Department,
Liverpool.

Dear Sirs:

Your favor of the 3rd instant, with enclosures referred to therein, dealing with the Atlantic Conference Meeting in London last month, received and for which please accept our thanks.

9377 We have carefully noted the letter from Mr. Ismay to Mr. Franklin, together with the accompanying enclosure regarding the Conference Meeting, and regret very much the meeting broke up without anything being accomplished; but we feel that we should congratulate you at least upon the recognition accorded by the Continental Lines to the claim of the British Lines with respect to the inclusion of only a portion of the British and Scandinavian business in the Westbound Agreement.

We carefully note your remarks with reference to the items referred to in the memo., which Mr. Ismay brought back with him from New York, and while we recognized the difficulties, we were hopeful that
9378 some progress might be made in arriving at a solution of a number of these questions.

We carefully note Minute No. 65 of the Mediterranean Conference Meeting, as to which we await your further advices.

Yours very truly,
For the PASSENGER DEPARTMENT.

Petitioner's Exhibit 1783. 9379

FROM ISMAY, IMRIE & CO., LIVERPOOL.

Third Class Passenger
15th September, 9.

Per s. s. "Oceanic."
Passenger Department,
White Star Line,
BOSTON.

Dear Sirs,

* * * * *

Atlantic Conference. Weekly statistics No. 33 for period 1st-7th September, as well as those of the Russian Eastasiatic S. S. Co. are attached. The statistics 9380
for the Scandinavian American Line have in the meantime been discontinued. You will have noticed from copies of letters to New York office that the negotiations for fulfilment of the agreement have been suspended.

* * * * *

Statistics. We attach the following statements which you appear to be without:

form	*No.*	*Period.*					
33	25	1-7	July	A. C. & Russian E.		Asiatic	w. b.
34	25	"	"	"	"	"	e. b.
39	1	1-7	June	"	Scan.	Amer. Line	w. b.
39	2	8-15	"	"	"	" "	w. b. 9381
40	1	1-7	"	"	"	" "	e. b.
40	2	8-15	"	"	"	" "	e. b.

With regard to your further request for the statements enumerated, we would point out that these forms have been dispensed with consequent upon the introduction by Secretary Peters of Mediterranean Conference weekly statistics which you receive direct from him, and which you will observe are compiled to embody Groups 1 and 2 and subsidiary agreements in connection with the Mediterranean pool.

* * * * * *

Yours faithfully,

9382 **Petitioner's Exhibit 1784.**

Sept. 17, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sirs:

* * * * * *

Atlantic Conference. We beg to acknowledge receipt of weekly statistics, west and eastbound, 24th to 31st of August, also the corresponding statistics for the Russian East Asiatic S. S. Co.

9383 * * * * * *

Yours faithfully,
WHITE STAR LINE.
Per.

9384

Petitioner's Exhibit 1785.

9385

(White Star Line.)

Passenger Department.
Liverpool, 15th September, 1909.

Per s. s. "Oceanic."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

* * * * * *

Gothenburg Agency. We shall be interested to have Mr. Breck's views in due course. 9386

* * * * * *

Atlantic Conference. Weekly statistics No. 33 for period 1st-7th September, as well as those for Russian East Asiatic S. S. Co. for the corresponding period enclosed herewith.

* * * * * *

However, we assume you will have provided him with the necessary forwarding, and we enclose herewith order to cover.

For Ismay, Imrie & Co.

9387

9388 **Petitioner's Exhibit 1786.**

Sept. 24, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sirs:

We have to acknowledge receipt of your favors of the 15th and 18th instants.

* * * * * *

Atlantic Conference. Weekly statistics are at hand.

* * * * * *

9389 *Atlantic Conference.* Scandinavian American Line statistics to hand and remarks noted.

* * * * * *

Yours faithfully,
WHITE STAR LINE.

9890

Petitioner's Exhibit 1787. 9391

(White Star Line.)

Passenger Department.
Liverpool, 18th September, 1909.

Per s. s. "Lusitania."

Passenger Department,
White Star Line,
New York.

Dear Sirs:

* * * * * *

Atlantic Conference. We enclose Scandinavian American Line statistics for period 24th-31st August as compiled by Secretary Peters, which you will note are merely a record of their carryings east and westbound compared with the Atlantic Conference. 9392

* * * * * *

Third Class Steamers' Capacities. Enclosed we hand you copies of 3rd class capacity statement for "Celtic" and 24 copies of that relating to "Oceanic."

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

9393

9394 **Petitioner's Exhibit 1788.**

From Ismay, Imrie & Co., Liverpool.

Third Class Passenger.
18th September, 9.

Per s. s. "Lusitania."

Passenger Department,
White Star Line,
Boston.

Dear Sirs:

* * * * * *

Atlantic Conference. We enclose Scandinavian
9395 American Line statistics for period 24th-31st August as compiled by Secy. Peters which you will note are merely a record of their carryings east and westbound compared with the Atlantic Conference.

Yours faithfully,

Petitioner's Exhibit 1789.

(White Star Line.)

Passenger Department.
Liverpool, 22nd September, 1909.

9396 *Per s. s. "Teutonic."*

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

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Atlantic Conference. Enclosed please find weekly statistics No. 34 for period 8-15th September east and westbound.

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1790.

9397

(White Star Line.)

Passenger Department.
Liverpool, 24th September, 1909.

Per s. s. "Mauretania."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

Atlantic Conference. Weekly statistics No. 34, east and westbound, for period 8-15th September with Russian Eastasiatic S. S. Co. enclosed herewith. 9398

* * * * * *

Through rates from New York to Corunna. We have received a communication from Southampton office advising that the Royal Mail Steam Packet Company have discontinued calling in at Corunna, and in connection with this matter they write us as per copy of letter attached. In view thereof, unless passengers en route for Corunna specially desire to travel via Southampton, it would be as well to confine their forwarding by our Liverpool service, and we will leave you to make arrangements accordingly. 9399

* * * * * *

We are in receipt of your favour of the 21st instant, and note your remarks in connection with the above.

It certainly does not leave very much margin if out of the through rate of $36.50 we have to pay forwarding of about $19.50, and we propose to write to New York to arrange to forward passengers who are booking through to Corunna, by our Liverpool steam-

9400 *Petitioner's Exhibit 1790*

ers, but of course if passengers specially desire to travel by the Southampton service, thence by the overland route, then they may do so by paying in addition to the present ocean fares the actual cost of transportation.

* * * * * *

The Cunard Line still advertises a $36.50 rate to Corunna, we presume because they can forward their passengers direct from Liverpool by the Pacific Steam Navigation Co.'s steamers, which we understand still call at Corunna.

9401 We can hardly offer to book passengers through at the same rate as Cunard's and therefore suggest writing New York advising them to book all passengers offering for Corunna by the White Star Line to Liverpool, booking such as specially wish to travel via Southampton at a rate of $52.50.

* * * * * *

9402

Petitioner's Exhibit 1791.

9403

From Ismay, Imrie & Co., Liverpool.

For New York Office.
For Ismay, Imrie & Co.

Third Class Passenger
29th September, 9.

Per s. s. "Adriatic."

Passenger Department,
White Star Line,
Boston.

Dear Sirs: 9404

* * * * * *

Atlantic Conference. Weekly statistics No. 35 for period 16th-23rd September, east and west, enclosed herewith.

* * * * * *

Yours faithfully,

9405

9406 **Petitioner's Exhibit 1792.**

Oct. 5, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sirs:

Your favors of the 24th and 25th of Sept. to hand and contents noted.

Atlantic Conference. Weekly statistics No. 34 duly received.

* * * * * *

9407 *Through rates to Corunna.* We note your remarks on this matter and have perused copies of letters received by you from Southampton office and we have also received direct communication on this subject. In reply would say that we have already taken out the Corunna and Oporto rates from our third class rate sheet on the Southampton service, which we enclose herewith.

* * * * * *

Yours faithfully,
WHITE STAR LINE.
Per.

9408

Petitioner's Exhibit 1793.

9409

(White Star Line.)

Passenger Department.
Liverpool, 1st September, 1909.

Per s. s. "Adriatic."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

* * * * * *

9410

New Immigrant Tariff. Will you please advise us what the position is in regard to this tariff, which we understand is being compiled, and whether there is any prospect of it being delivered to the Lines at an early date. You will remember that it was anticipated that delivery would be effected early this year.

* * * * * *

For Ismay, Imrie & Co.

P. S. *Atlantic Conference.* Enclosed please find weekly statistics east and westbound for period 16th-23d August, also the corresponding statistics for Russian Eastasiatic and Scandinavian Lines.

For Ismay, Imrie & Co.

9411

9412 **Petitioner's Exhibit 1794.**

Sept. 10, 9

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sirs:

New Immigrant Tariff, will not be ready for some time, and would say that there is little prospects of their being delivered to the lines at an early date.

Atlantic Conference. We beg to acknowledge receipt of weekly statistics, east and westbound No. 31 for 16th to 23rd of August, etc.

9413 * * * * * *

Yours faithfully,
WHITE STAR LINE.
Per.

Petitioner's Exhibit 1795.

From Ismay, Imrie & Co., Liverpool.

For New York office.
For Ismay, Imrie & Co.

Third Class Passenger.
8th September, 9.

9414 *Per s. s. "Majestic."*

Passenger Department,
White Star Line,
Boston.

Dear Sirs:

* * * * * *

Atlantic Conference. Weekly statistics No. 32 for period 24th-31st August, as well as those for the Russian Eastasiatic S S. Co. for the corresponding period are attached.

* * * * * *

Yours faithfully,

Petitioner's Exhibit 1796. 9415

(White Star Line.)

Passenger Department.
Liverpool, 8th September, 1909.

Per s. s. "Majestic."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear sirs:

* * * * * * 9416

Eastbound Rail Bookings. We note your remarks, and the territory from which commission can be allowed in the meantime, but that it is anticipated a further extension will be made if the negotiations with the Western Passenger Association for the fulfilment of an agreement eventually ensue. The Chicago rate sheet referred to has been duly received, for which we are obliged. Will you please arrange to let us have a copy of future issues as well as any supplements that may from time to time be published.

* * * * * *

Atlantic Conference. Enclosed please find weekly statistics No. 32 west and eastbound for the period 24th-31st August, also the corresponding statistics for the Russian Eastasiatic S. S. Co. 9417

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

9418 **Petitioner's Exhibit 1797.**

(White Star Line.)

Passenger Department.
Liverpool, 11th September, 1909.

Per s. s. "Campania."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

9419 * * * * * *

Agreement C. C. Scandinavian American Line.

Nothing further has transpired regarding this agreement, negotiations for its fulfilment having in the meantime been suspended. We will keep you advised of any developments.

* * * * * *

9420

Petitioner's Exhibit 1798.

9421

(White Star Line.)

Passenger Department.
Liverpool, 29th September, 1909.

Per s. s. "Adriatic."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear sirs:

9422 Your two letters of the 17th inst., to hand, contents noted.

North West Transport Line. We thank you for the information given with regard to the extra commission allowed by authority of the small committee in connection with the competition against the "Russia" June 5th and "Lithuania" June 23rd, which we note was less than $100 for each steamer as advised you by Messrs. A. E. Johnson & Co. We have not yet been asked to contribute our proportion of any items, other than the difference in rate, to the Russian American Line.

* * * * * *

9423 *Atlantic Conference.* Weekly statistics No. 35, east and west, for period 16th-23rd September, enclosed herewith.

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

9424 **Petitioner's Exhibit 1799.**

(White Star Line.)

Passenger Department.
Liverpool, 6th October, 1909.

Per s. s. "Majestic."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear sirs:

* * * * * *

9425 *P. S. Atlantic Conference.* Enclosed please find weekly statistics No. 36, west and eastbound, for period 24th-30th September.

Petitioner's Exhibit 1800.

(White Star Line.)

Passenger Department.
Liverpool, 8th October, 1909.

Per s. s. "Caronia."

Third Class.

9426 Passenger Department,
White Star Line,
New York.

Dear sirs:

* * * * * *

Atlantic Conference. Enclosed please find weekly statistics No. 36, East and Westbound for the period 24th-30th September for the Russian Eastasiatic S. S. Co.

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1801.

9427

October 19, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sirs:

* * * * * *

Atlantic Conference. Weekly statistics East and Westbound for period 24th-30th Sept. No. 36 for the Russian Eastasiatic S. S. Co. duly received.

* * * * * *

9428

Third Class Eastbound Passengers. We beg to submit the following estimates for our sailings during November.

Teutonic, Nov.	3rd,	275
Baltic,	" 6th,	300
Adriatic,	" 10th,	350
Arabic,	" 13th,	250
Majestic,	" 17th,	300
Celtic,	" 20th,	350
Oceanic.	" 24th,	400.

S. S. "Arabic" sailed from here on the 16th inst. with 65 first 92 second and 204 third class passengers including 8 deported. The third class were made up as follows: 9429

English	62
Irish	69
Scandinavians	36
Finnish	7
Continentals	30.
	204.

9430 *Petitioner's Exhibit 1802*

Amongst the deported passengers was William Hayes, insane passenger from the "Adriatic" and as he was very violent at time of his deportation the doctor of the "Arabic" requested additional stewards. This, we could not furnish owing to the short notice, and we instructed the doctor to draw on the extra stewards for additional help as required and we trust that he reached Queenstown safely without serious trouble.

Yours faithfully,
WHITE STAR LINE.
Per.

9431

Petitioner's Exhibit 1802.

Passenger Department.
Liverpool, 15th October, 1909.

Per s. s. "Lusitania."

Third Class.

Passenger Department,
White Star Line,
New York.

9432 Dear sirs:

Atlantic Conference. Enclosed please find weekly statistics No. 37, east and westbound, for period 1st-7th October, including corresponding statistics for the Russian East Asiatic S. S. Co. and those with the Scandinavian American Line for 1st-7th September and 8-15th September respectively.

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1803. 9433

Oct. 26, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sirs:

Your favor of the 15th inst. to hand and contents noted.

Atlantic Conference. Weekly statistics No. 37, east and westbound, for period 1st-7th October and statistics for the Russian Eastasiatic S. S. Co. and Scandinavian American Line 1st-7th Sept. and 8th-15th Sept. duly to hand. 9434

* * * * * *

S. S. "Celtic" sailed from here Saturday, 23rd inst., with 87 first, 79 second and 273 third-class passengers including 4 deported. The third-class were made up as follows:

English	68
Irish	85
Scandinavian	60
Finnish	24
Continentals	36
	273

* * * * * * 9435

Yours faithfully,
WHITE STAR LINE.
Per.

9436 **Petitioner's Exhibit 1804.**

(White Star Line)

Passenger Department,
Liverpool, 22nd October, 1909.

Per. S. S. "Mauretania."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

9437 *Atlantic Conference.* Enclosed please find weekly statistics No. 38, east and westbound for the period 8-15th October, including the Russian Eastasiatic S. S. Co. also form 43, 16th-23rd Septr. east and westbound statistics for Scandinavian American Line.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

9438

Petitioner's Exhibit 1805. 9439

Nov. 2, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

Dear Sir:

* * * * * *

Atlantic Conference. Weekly statistics No. 38, east and westbound for period 8-15th Oct. and Russian Eastasiatic S. S. Co., form 43, 16-23rd Sept. duly to hand.

* * * * * *

S. S. "Cedric" sailed from here Saturday Oct. 30th 9440
with 86 first, 95 second and 267 third class passengers including 5 deported. The latter were made up as follows:

English	66
Irish	69
Scandinavian	29
Finland	12
Continentals	91
	267

* * * * * *

Yours faithfully,
WHITE STAR LINE, 9441
Per

9442 **Petitioner's Exhibit 1806.**

(White Star Line)

Passenger Department,
Liverpool, 3rd November, 1909.

Per S. S. "Majestic."

Third Class

Passenger Department,
White Star Line,
New York.

Dear Sirs:

9443 Your favors of the 22nd and 26th ulto., to hand, contents noted.

* * * * * *

Atlantic Conference. We attach weekly statistics No. 39 for period 16th-23rd October as well as those for Russian Eastasiatic S. S. Co. and statistics of Scandinavian American Line.

* * * * * *

Printed matter for Secy: Peters, Jena. We observe your rubber stamp giving the address of Secy. Peters reads "Norddeutscher &c". This should read "Nord-atlanticischer &c." Unless there is any special reason for arranging otherwise, perhaps it would be well to
9444 send all printed matter direct to him in future.

* * * * * *

Atlantic Conference. Referring to previous paragraph, we also enclose herewith Russian Eastasiatic statistics No. 35 and Scandinavian American Line statistics for 24th-30th Septr., 1st-7th and 8-15th October.

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1807.

9445

Nov. 12, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Department,
Liverpool, Eng.

Dear Sirs:

Your favors of the 29th ulto. and 2nd inst. to hand, noted.

* * * * * *

Atlantic Conference: Weekly statistics No. 39 for period 16-23 Oct. and for Russian Eastasiatic S. S. Co. and statistics of Scandinavian American Line, 24 Sept. up to 23 Oct. duly received. Russian Eastasiatic statistics No. 35 were not enclosed. 9446

* * * * * *

Yours faithfully,
WHITE STAR LINE
Per

9447

9448 **Petitioner's Exhibit 1808.**

(White Star Line)

Passenger Department,
Liverpool, 10th November, 1909.

Per S. S. "Oceanic."

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

9449 Your favors of the 29th ulto. and 2nd inst. to hand, contents noted:

* * * * * *

Atlantic Conference. We attach herewith weekly statistics No. 40 for period 24th-31st October as well as those for the Russian Eastasiatic S. S. Co., and those for the Scandinavian American Line.

* * * * * *

London Office. Referring to your letter of October 13th addressed to the London office enquiring whether trace could be made of a passenger through booked to Cleveland, Ohio, during April, 1903, we have received a communication from the West end office
9450 which we attach for your perusal.

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1810.

9451

(White Star Line)

Passenger Department,
Liverpool, 17th November, 1909.

Per S. S. "Teutonic"

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

Your two favors of the 5th instant to hand, contents noted. 9452

Prepaid Rates. Our action in advancing prepaid rates was with the object of reducing our increasing westbound plus under Agreement AA, as you surmised.

N. W. T. Line Competition. We quite approve of your recommending the "St. Paul" as fighting steamer against the "Napolitan Prince" instead of the "Baltic," particularly as the forward open accommodation was not available, and it certainly is most undesirable to berth the class of passengers attracted by the low Continental rate in enclosed rooms.

* * * * * *

Atlantic Conference. Attached are weekly statistics for period 1st-7th November, also those for the Russian Eastasiatic S. S. Co. and the Scandinavian American Line. 9453

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

9454 **Petitioner's Exhibit 1811.**

Nov. 26-09.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Third Class.

Dear Sirs:

* * * * * *

Atlantic Conference. We are obliged for weekly statistic for the period first to seventh of November.

* * * * * *

9455 Yours faithfully,
WHITE STAR LINE,
Per

Petitioner's Exhibit 1812.

Nov. 30, 1909.

Messrs. Ismay, Imrie & Co.,
Third Class Passenger Dept.,
Liverpool, Eng.

9456 Dear Sirs:

Your favors of the 19th & 20th insts. to hand and contents noted.

* * * * * *

Atlantic Conference. Copy of minutes No. 395 for meeting held Oct. 11, 1909, duly received.

* * * * * *

Yours faithfully,
WHITE STAR LINE,
Per

Petitioner's Exhibit 1813.

9457

(White Star Line)

Passenger Department,
Liverpool, 24th November, 1909.

Per S. S. "Adriatic".

Third Class.

Passenger Department,
White Star Line,
New York.

Dear Sirs:

Your favor of the 12th and two letters of the 16th instant to hand, contents noted. 9458

* * * * * *

Atlantic Conference. Weekly statistics No. 42, those for Russian Eastasiatic S. S. Co. and statistics of Scandinavian American Line attached. We also enclose Russian Eastasiatic statistics No. 35.

* * * * * *

Christmas Sailings. We appreciate the efforts that are being made to secure a good proportion of the traffic which usually moves at this time of the year, and in order to give the passengers a good impression we are arranging to supplement the bill of fare on the following steamers: "Baltic," Dec. 4th, "Adriatic," Dec. 8th, "Arabic," Dec. 11th, and "Majestic," Dec. 15th, as has been our practice in previous years. We hope that it will result in stimulating the early spring traffic. We quite approve of your using the interchangeable sections if it is found necessary to do so. 9459

Immigration Commission. Report of the Ellis committee dealing with the request received by Conference from Mr. Husband, Secy. of the U. S. Immigration Commission at Washington, duly received, and from which we note that the Lines have decided to provide the information sought with regard to the fares in

9460 *Petitioner's Exhibit 1813*

operation from eastbound ports of departure to countries other than United States and Canada. We shall obtain from the Pacific Steam Navigation Co. particulars of their fares as well as the rates in operation to British India and those of the Bibby Line and hope to send these forward by the "Arabic" on Saturday next.

* * * * * *

Printed matter for Conference Secretary. We attach herewith copy of letter dated 18th inst., from Secretary Peters, which explains itself, and we will
9461 leave you to arrange to furnish him direct with 8 extra copies of printed matter referring to Italian, Greek and Oriental business via Channel ports.

Yours faithfully,

For Ismay, Imrie & Co.

9462

Petitioner's Exhibit 1814.

9463

(White Star Line)

Passenger Department,
Liverpool, 22nd February, 1908.

Per S. S. "Mauretania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

Rate sheets. The several copies of rate sheets of the various Lines duly received, for which we are obliged, and we hope that the Continental Lines will advance their rates, as, if they continue to maintain $28 rate to Continental ports against our higher rate to Liverpool or Southampton it will undoubtedly lead to passengers taking tickets to the Continent although their destination may be within the British Isles. 9464

* * * * * *

Inland bookings. We have received a communication from our agent, Mr. B. Mulligan of Aughacliffe, pointing out that Heppner, Marrow County, Oregon is not included in the special reduced emigrant rates, although they apply to Pendleton, Oregon. He desires us to ascertain the rate to Condon city. As all these points are within the zone to which the reduced rates apply, and as he claims that in consequence of being unable to quote reduced rates to Heppner, & Condon City, he is losing bookings, we shall be interested to learn whether we can quote the £11.0.10 rate which applies to Pendleton. 9465

Eastbound Continental Rate. Your cable of the 20th instant to hand, reading:

"Hamburg (American) Line announces Eastbound rate Deutschland $36 other steamers $30 first sailing

9466 *Petitioner's Exhibit 1814*

Deutschland April 30th cable instructions," and beg to confirm our reply of yesterday's date as follows:

"Referring to your telegram of the 20th Continental Eastbound business quote $30 *pro tem,*" from which you will observe that we consider you should adhere for the time being to our contention that the "Deutschland's" rate should not be taken as a basis unless this steamer is actually in commission, adopting instead the rate quoted for Hapag's 'Amerika' and 'Kaiserin Auguste Victoria' class. With the commencement of the general pool on March 1st next, it
9467 will, of course, be necessary to adjust our rates according to our position under the pool statements. This cancels our remarks in the second paragraph of this letter written prior to the receipt of your message.

Prepaid Steerage figures. From your cable of the 15th inst., we note the figures for the past week were 184 British, 28 Italians, 45 Scandinavians and 23 Continentals as against 64 British, 338 Italians, 68 Scandinavians and 86 Continentals for the corresponding period last year.

* * * * *

Scandinavian and Finnish Return 1907. Attached
9468 you will find return showing the Westbound Cash and Prepaid traffic carried by all Lines during the past year as compared with the traffic for 1905-6 inclusive, and from which you will observe the marked decrease in our prepaid sales as commented upon by Mr. Swain at the recent Passenger Managers' meeting held in New York.

* * * * * *

Yours faithfully,

For Ismay, Imrie & Co.,

"A. B. C."

Petitioner's Exhibit 1815.

9469

(White Star Line)

Passenger Department,
Liverpool, 7th March, 1908.

Per S. S. "Lusitania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

S. H. O-3-1176, issued in favor of William J. Williams, c/o Morris Williams, 123 Flowers Avenue, Hazelwood, Pittsburg, Pa., enclosed herewith. Please communicate with the passenger at this address and arrange homeward passage as soon as possible. Please also hand him the equivalent of 17/9d in cash on our account which represents the difference between the total cost of the order—£9.2.3—and £10 remitted us by the agent. 9470

U. S. Immigration Laws. The Conference Secretary here has this day handed us a copy of calendar No. 270, report No. 245, as issued by 60th Congress, First Session, in reference to Section 42 of the Immigration Act of 1906, together with copy of the Bill introduced by Senator Lodge for amending these regulations. Kindly let us have several copies of these documents in due course, and oblige, 9471

Yours faithfully,
For Ismay, Imrie & Co.,
"A. B. C."

9472 **Petitioner's Exhibit 1816.**

Special Pooling of Third Class Business.

February, 25 8.

Per S.S. "Adriatic."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We have to acknowledge receipt of your favor of 15th inst., and note that arrangements are now completed for the pooling of Third Class business. We
9473 beg to thank you for the copy of contract entered into between the Lines which we notice becomes operative after March 1st.

We note your instructions when cabling you the E. B. numbers, that the deported passengers are not to be included, and we presume the same applies to the charity rate tickets as well.

* * * * * *

For the Channel Service, we understand we are to be governed by the agreement existing between the American, French and N. D. L. V. Lines.

Yours faithfully,
WHITE STAR LINE,
9474 Per

Petitioner's Exhibit 1817. 9475

III Class Passenger Department.

May 21, 8.

Per SS. "Etruria."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

* * * * * *

Hamburg Line. Yesterday afternoon we were advised by circular that the Hamburg Line had advanced its E. B. rate to $36 on the "Deutschland" and $30 on the other steamers. Copy of their circular attached, also copy of notice from the Secretary of the Conference. As the SS. "Deutschland" does not sail from here until April 30th, we cabled you for instructions as follows: 9476

"Hamburg American Packet Co. announces Eastbound rates Deutschland $36, other steamers $30. First sailing Deutschland April 30th. Cable us instructions," to which we have your reply reading:

"Referring to your telegram of the 20th, Continental Eastbound business, quote $30 pro tem."

We shall accordingly send out circulars on Monday advancing the Continental E. B. rates on the basis of $30 to the Continental ports including Cherbourg. 9477

Yours faithfully,

WHITE STAR LINE,

Per

Enc.

9478 **Petitioner's Exhibit 1818.**

(White Star Line.)

Passenger Department,
Liverpool, 12th February, 1908.

Per S. S. "Adriatic."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9479 Special:

Zotti.

We are in receipt of your cable of the 1st instant, addressed to Mr. Ismay, reading as follows:

"Cunard Line continuing tickets with Zotti, claiming we placed tickets Zotti. We denied, demanded proof. Cunard Line refused, furnish or attend meeting discuss whole agency matter. We have notified Conference must give Zotti tickets, and have joined other Lines giving notice withdrawal all regulations regarding agents. Will not act until decided impossible persuade Cunard Line adhere regulations."

9480 It is regrettable to observe the standpoint which the Cunard Line have taken in connection with Zotti's agency, and in consequence of which we note that the other Lines and yourselves have notified Conference of the withdrawal of all obligations to observe regulations regarding agents. In view, however, of the recent meeting in London when it was arranged amongst the Lines (including Cunards) for the pooling of all Eastbound British, Scandinavian and Continental traffic, we take it that Cunards will have by now seen their way to adhere to the regulations of Conference and

Petitioner's Exhibit 1819 9481

remove their ticket books from Zotti in accordance with the other Lines' wishes.

We note from your correspondence in the last few months with the Southampton office that you have been securing a fair amount of business destined for Basle from Zotti's agency, and assume that the passengers were booked on your own office tickets.

Yours faithfully,
For Ismay, Imrie & Co.,
"A. B. C."

9482

Petitioner's Exhibit 1819.

February 21, 8.

Per SS. "Etruria."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

* * * * * *

In reply to your inquiry as to whether the passengers booked by Zotti prior to his reinstatement by the Conference were on the tickets of this office, we desire to 9483
say that they were all issued over our counter and on our blanks.

Yours faithfully,
WHITE STAR LINE,
Per

9484 **Petitioner's Exhibit 1820.**

Special
Frank Zotti & Co.

Feb. 17, 8.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

Referring to our letter of the 5th inst., to the Southampton Office, copy of which was sent you at the time, we have now to advise you that Mr. Zotti having complied with the demands of the Continental, Mediterranean and North Atlantic Passenger Conferences, as a preliminary step to his reinstatement as an agent of the Conference Lines, his firm has been declared eligible for employment. Please see attached copy of notice from the Secretary of Conference. We have placed an outfit of tickets in Zotti & Co.'s New York Office as well as their Chicago Office. The latter will, of course report to Mr. E. C. Brown.

9485

Yours faithfully,
WHITE STAR LINE,
Per

9486

Petitioner's Exhibit 1823. 9487

31 James St.,
Liverpool, Dec. 31st, '07.

North Atlantic Passenger Conference,
Secretary's Office.

Return of British, Scandinavian and Continental Third Class Passengers carried Eastbound by British Lines in the period January 1st to October 31st, 1907.

Lines	British		Scand'n & Finn.		Cont'al		Gross Total
	Souls	% of total	Souls	% of total	Souls	% of total	Souls
Allan L'pool	4095	8.78	1358	6.80	1759	7.87	7212
Allan G'gow	1286	2.77	2	.01	3	.01	1291
American L'pool ..	1675	3.60	112	.56	1533	6.86	3320
American Shptn ..	1397	3.	946	4.75	7725	34.58	10058
Anchor	4057	8.72	329	1.65	2722	12.19	7108
Canpac	3994	8.59	1479	7.42	3107	13.91	8580
Cunard 15654		33.64	8450	42.37	2926	13.10	27030
Dominion	824	1.78	726	3.64	714	3.20	2264
Donaldson	116	.25	.....	.....	.....	.....	116
White Star 13434		28.87	6542	32.80	1850	8.28	21826
Totals 46532		100.	19944	100.	22339	100.	88815

9488

9489

9490 **Petitioner's Exhibit 1824.**

(White Star Line.)

Passenger Department.

Liverpool, 14th March, 1908.

Per S.S. "Etruria." Special.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9491 Dear Sirs:

Free Charity Tickets.

You will find your question under this heading fully answered in our letter of the 7th instant.

We may say that whilst assisted and deported passengers are not being accounted for to the pool, we are nevertheless embodying same under a special heading in our pooling returns in order that the Conference Secretary may be in a position to compare our figures at the end of the year with those issued by Mr. Lawson Sandford in his return of the "Trans-Atlantic Passenger Movement."

9492 Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

Petitioner's Exhibit 1825.

9493

(White Star Line.)

Passenger Department.

Liverpool, 25th March, 1908.

Per S.S. "Oceanic." Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9494 Your favor of the 13th instant to hand, contents noted.

Continental Westbound Prepaid Business. We note your remarks, and will obtain the required information as to the full address of the Northern S.S. Co. Riga and whether they are in a position to arrange for passports in a similar manner as Messrs. Karlsberg, Spire & Co., Libau, when we will again write you.

Trans-Atlantic Movement. We shall be glad to receive copies of the Trans-Atlantic movement for 1907 when revised, and thank you for the copy you have sent us in the meanwhile.

9495 "Oceanic." Thanks for particulars of the numbers of passengers sailed by this steamer, and in connection with your remarks as to the inclusion of deported, charity and free passages in your numbers, we would refer you to our letter of 7th instant in which we advised that under the General Pool, it is not necessary to account for these in the pool returns. Notwithstanding this, however, we will thank you to advise us of any such passengers as it is necessary for them to be recorded.

Hamburg American Line. In connection with alterations in Third Class rates, seeing that we are now advised by Secretary Peters of Jena of all changes in the Third Class rates by the Continental Lines it will

9496 be necessary for you in future to cable us any alteration that may be made, unless, however, you feel you are considerably exceeding or below your carryings under our percentage of the pool allotment when we will thank you to cable us any recommendation you may have to make in order that we may consider same as previously advised with the object of adjusting our carryings. You will observe from Article 12 of agreement AA that we cannot make any alteration in our Second cabin and steerage rates without previously informing the Conference Secretary.

9497 New Hamburg Line. Thanks for your remarks, and we shall be glad if you will keep us posted hereon.

Quarterly Statistics. Please refer to our letter of 18th January last and your reply of 28th January. Whilst we can understand the discontinuance of the Continental East and West quarterly statistics in view of the particulars furnished by Secretary Peters, we would point out that we do not appear to have received the Mediterranean East and Westbound statistics for some considerable time; hence our writing you on the matter. As we should like these statistics for the last quarter of 1907, we will leave you to forward same to us as soon as prepared, as you stated in your letter of 28th January that they would be distributed within

9498 a week or so.

* * * * *

Eastbound Scandinavian Passengers. As the Minneapolis office raised the question whether we were obtaining the addresses of E. B. Scandinavian passengers, we enclose herewith letters received from Christiania and Drontheim agents, together with a copy of Mr. Swain's memo to Mr. Ismay on the subject, which explain themselves and we will leave you to pass same on to the office named.

Petitioner's Exhibit 1825

9499

New York Office.

Extract from Mr. T. C. Swain's memo to Mr. Ismay.

This was mentioned at the New York meeting, and I was able to explain that Cunards had for a long time taken addresses of their own and other Lines' passengers, and that we were doing the same. We had in fact gone one better by employing a traveller at Copenhagen to accompany I. M. M. Co.'s Lines passengers thence to Zsbjerg and *vice versa*. His duty being to arrange for the comfort of passengers en route and answer enquiries, etc. This I may say was remarked upon by Cunard's representative at last Conference meeting in Liverpool.

9500

HVIDE STJERNE LINIEN.

New York og Boston Rute.

Christiania, March 16, 1908.

Ferd J. Elster.
Mr. Ths. C. Swain,
Liverpool.

9501

Dear Mr. Swain:

I have your favor of 12th inst.

The importance of having the eastbound passengers met on their arrival here is strictly adherred to.

At stations we have 2 and 3 at work and we succeed in getting them in, in order to talk business.

Sometimes it is quite pleasant to be near them, it is also very unpleasant especially when they are not satisfied, which I regret to say happen too often.

You can rest perfectly satisfied Mr. Swain, it is not anything in the business that I don't know.

9502 *Petitioner's Exhibit 1825*

The stupid Conference rules, I don't like. I don't want to come in contact with them, for your sake. Other agents are not so careful but if caught in the act, they feel sorry for it, no thanks then far from it. Read my private letter of 11th carefully, now you see what the Cunards stoop to do. I now believe all that I have heard both from Norway and Sweden about crooked work. We have conference.

Yours faithfully,

FERD. J. ELSTER.

9503

HVIDE ST. JERNE LINIEN.

(White Star Line.)

Trendhjem, March 16th, 1908.

Mr. T. C. Swain,
Liverpool.

Dear Sir:

I am duly in receipt of your favor of the 12th instant, to which I beg to reply, that all incoming steamers and trains by which eastbound passengers are expected to arrive, are constantly met by one of my men.

9504 And I have the pleasure to enclose herewith a statistic showing the number of passengers arrived from America on the different lines during the last quarter of the years 1905, 6 and 7, and up to date this year. On all these I have names and full address.

In connection herewith, I beg to observe, that there is at present very small prospects for any emigration from here this year, on account of the bad times over in America.

With kind regards, I am

Yours faithfully,

GERH. DAHL.

Petitioner's Exhibit 1826. 9505

(White Star Line.)

Passenger Department.

Liverpool, 1st April, 1908.

Per S.S. "Teutonic." Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

* * * * * *

Continental Third Class Rates. You will have received Mr. Ismay's cable of the 30th ulto. to Messrs. Lee & Franklin instructing an advance in the Eastbound and Prepaid Continental Third class rates by $4 and $2.50 respectively for the I. M. M. Co.'s Lines in consequence of all Lines having agreed to the rates being increased Eastbound $4 and Westbound $2.50. No doubt you have posted Boston as usual. 9506

* * * * * *

Prepaid Steerage figures. From your cable of the 28th ulto. we note the figures for the past week were 107 British, 28 Italians, 37 Scandinavians and 30 Continentals as against 226 British, 730 Italians, 129 Scandinavians and 56 Continentals for the corresponding period last year. On referring to the Return furnished by the Conference Secretary here, we observe that the Cunard Line's prepaids for both Services, from March 1st to March 23d inclusive, total 1121 against our 752, from which it would appear that they have the advantage. Under the Pool Contract all Lines now furnish particulars of their prepaid sales to the Conference Secretary. 9507

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

9508 **Petitioner's Exhibit 1827.**

Third.

April 7, 1908.

Messrs. Ismay, Imrie & Co.,
Liverpool,
Per S.S. "Oceanic."

* * * * * *

Russian-East Asiatic Co. The Continental Lines have, we understand, canceled their agencies with the firm of A. E. Johnson & Co. but as the Cunard Line declined to do so, the British Lines have not taken any action in the matter.

9509

* * * * * *

Cable. We have received your cable of 7th inst. reading as follows:

> "Please refer to our cable of March 30th, Continental steerage passenger rates advanced Marks 10 W. B. quote prepaid rates according Article 15 Pooling Agreement,"

in accordance with which we are correcting our Continental rate sheet of April 1st as follows:

Prepaid rates from Hamburg, Antwerp, Amsterdam, Harlingen, Rotterdam.....$27.50

9510 From Bremen, Libau and Riga 30.00

Petitioner's Exhibit 1828. 9511

(White Star Line.)

Passenger Department.

Liverpool, 11th April, 1908.

Per S.S. "Mauretania." Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

* * * * * 9512

Cable-Continental Rates. In reference to this matter you will remember that clause 8 of the old Continental agreement provided for differentials in connection with Continental Eastbound business, which of course, with the advent of the General Pool Contract, is now obsolete. Notwithstanding this, however, we are of the opinion that possibly it may be judicious to maintain differentials for steamers of the "Adriatic" and "Arabic" type, but, of course, we will be guided by circumstances in connection therewith. To adjust our position in the pool, we can adopt any rates that may be justified by the situation.

* * * * * * 9513

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

9514 **Petitioner's Exhibit 1829.**

(White Star Line.)

Passenger Department.

Liverpool, 24th April, 1908.

Per S.S. "Lusitania." Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9515 * * * * * *

Third Class Circulars. Referring to your letter of the 7th instant and your remark that it will duplicate the work to supply Secretary Peters with circulars and rate sheets seeing that you already furnish the Secretary of the New York Conference with such for distribution amongst the Lines to send to their home offices. In view, however, of Article 16 of the Contract Agreement AA, it is necessary for us to supply Secretary Peters in addition, and he has stipulated that he will require 30 copies, which number we note you have already commenced despatching to us.

Inland Fares. We have received recently several en-
9516 quiries for rates to points in Montana, particularly those on the Great Northern Railway in Montana, say between Glasgow and North Pacific Junction and west thereof. Whilst we can quote to Glasgow and Assinobia which is south of the Pacific junction we have no rates for any of the intermediate stations nor as far west as Chester. Will you kindly ascertain whether any rates are quoted, and advise us, as some of our Scotch agents have recently been enquiring for through rates.

* * * * *

9517

S.S. "Seydlitz." We note that the N. G. L. are advertising a rate of $23 for this steamer April 23rd in opposition to the "Avoca" of the Russian Volunteer Fleet sailing the same day, and in view thereof, it has been decided by the Atlantic Conference to compensate the N. G. L. to the extent of $5 per adult as was arranged in the case of the Hamburg American Line steamer "Pretoria" which was compensated to the extent of $7 in connection with the new Hamburg Line steamer "Volturno."

Tabling List of General Agents. If you will refer to the commentary to article 15 of the General Pool Contract, you will observe that it is required that the 9518
names of general agents in America receiving a commission of $3 per adult shall be scheduled to the Secretary of the New York Conference and the Secretary of the General Pool. We shall be pleased to have at your convenience a list of such agents in order that we may tabulate same with Secretary Peters.

A. E. Johnson & Co. Referring to our letter of the 8th instant, the question of these people acting for the East Asiatic and Lloyd Sabaudo Lines was taken up at Conference meeting on 22nd inst. and surprise was expressed by the members as to Cunard's refraining from joining other Lines in the proposed disqualification. The Cunard representative intimated that 9519
they were solely guided by the recommendations of their New York office in the matter, and that otherwise they were quite in accord with the general view, and would write their New York office on the subject. Meanwhile, the Conference Secretary was requested to find out from Secretary Peters as to the position and to ascertain what, if any, developments had taken place since Secretary Peters last wired.

* * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

9520 **Petitioner's Exhibit 1830.**

(White Star Line.)

Liverpool, 25th April, 1908.

Per S.S. "Lusitania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

* * * * *

9521 Prepaid Sales. In connection with the cabling of these numbers we attach herewith copy of letter we have this day sent to the Boston office, and if there is any suggestion you would like to offer in connection therewith, we shall be pleased to receive same. In the meantime we would point out that it is important the cable reaches us at the earliest possible moment after the sales for the periods mentioned under the pool contract.

* * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

9522

Petitioner's Exhibit 1831.

9523

(White Star Line.)

Passenger Department.

Liverpool, 25th April, 1908.

Per S.S. "Lusitania." Special.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

Head Tax. 9524

Referring to our general Third Class letter of the 16th instant, we attach herewith a memo of the proceedings at Conference on the 22nd inst., relative to this matter, also a copy of the circular drawn up in accordance with the proposal put forward. We hope that matters will be arranged so that during the next week we will be in a position to issue the circular in conjunction with the other Lines.

Yours faithfully,
For ISMAY, IMRIE & CO.,
A B. C.

9525

9526 *Petitioner's Exhibit 1831*

Paper attached to foregoing letter headed, "Conference Meeting 22nd, April, 1908."

* * * * * *

ADVERTISING.

The question of advertising was also taken up at Conference yesterday, but no progress was made in consequence of the deadlock created by the C. P. R.

A point was raised as to whether the Lines would agree, apart from the C. P. R., to eliminate, *pro tem,*
9527 agents' names from advertisements, but this did not meet with unanimity.

However, the C. P. R. representative promised on his return to London that he would wire the Conference Secretary if his principals would agree to this agreement pending a subsequent Conference, for the curtailment of advertising expenses, in June.

9528

Petitioner's Exhibit 1832.

9529

(White Star Line.)

Passenger Department.

Liverpool, 29th April, 1908.

Per S.S. "Teutonic." Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

* * * * * *

S.S. "Baltic." We note your remarks in yours of 9530
the 18th instant in connection with the transfer of 13 Continental passengers to this steamer from the S.S. "Pretoria" and as this is an initial case, we have referred the matter to Secretary Peters, pointing out that we presume there is no question as to our being compensated for the difference in rate referred to. As previously advised you it has been agreed upon that where a Continental Lines' steamers reduces rates in competition with other steamers outside the Conference that they will be compensated to the extent of their full rate, but it is understood that in no case is such compensation to exceed $7.00 per adult.

* * * * * * 9531

P. McDonnell Orders. Referring to Mr. Farley's letter to Mr. Swain of the 7th instant, we have issued a few of these orders in connection with passengers by the "Baltic" tomorrow to Western points, a list of which goes forward in the ordinary course by the steamer.

Atlantic Conference Statistics. By the ships's box tomorrow we are sending you a complete set of Atlantic Conference Statistics, numbers 1 to 6 showing the position of the Lines under the Pool Contract as compiled by Secretary Peters, Jena. We are also sending you a similar package addressed to the Boston office, which please arrange to forward on receipt.

Yours faithfully,
For ISMAY, IMRIE & CO.,
A. B. C.

9582 **Petitioner's Exhibit 1833.**

(White Star Line.)

Passenger Department.

Liverpool, 6th May, 1908.

Per s. s. "Adriatic." Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9533 Dear Sirs:

* * * * * *

Reduced Eastbound Continental Rates. With reference to your remarks a similar arangement as that of the Hamburg Line was subsequently made in favour of the North German Lloyd steamer "Seydlitz" and thence to the Holland-America steamer "Ryndam" to meet the competition of the "Avoca" which was advertised to sail April 23rd which sailing was postponed until May 5th. The compensation to the "Ryndam" to which we have agreed, if other lines acquiesce was $11.00. We note the wide difference in our rates to points in Southern Europe compared with those of the
9534 Austro-Americana Line. In this connection we have suggested to the Lines, in view of our being minus parties in the Eastbound Pool, for the rates of one or two of our steamers sailing about the dates of the New York and Continental Line's departures to be reduced for Continental business. For instance: The "Jelunga" sails May 19th and our "Adriatic" May 20th, for which we would be prepared to quote a Continental rate of, say $23 to Hamburg with $5 compensation. This is our suggestion, but we will write you further thereon after obtaining the views of the Lines.

Petitioner's Exhibit 1833

9535

Prepaid Business. We are looking forward to a revival in the prepaid business, and in view of your remark that the Cunard Line are getting a larger share of the Russian Hebrew prepaids than us, we hope you will direct your efforts towards the object of increasing the prepaid sales. The report from Irish agents is somewhat at variance with that stated by you, as we have advice from several of our leading agents to the effect that the Cunard Line are getting more prepaids than we are. Now that we receive particulars of prepaid sales, which is detailed on the Atlantic Conference returns, you will be able to judge our position at a glance in relation to the other lines.

9536

* * * * * *

North Atlantic Passenger Conference Minutes. For your information, we give you herewith a copy of the printed minutes of Conference meetings (new series No. 375) held on 20th, 24th and 25th February and 3rd March, 1908.

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.,
A. B. C.

9537

9538 **Petitioner's Exhibit 1834.**

May 13, 1908.

Special Head Tax.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

The Conference Secretary has transmitted to the British Lines copies of the cables that have passed between himself and Mr. Smyth. We are quite in accord with the Secretary's reply to Mr. Smyth's first cable, as we consider it would be most injudicious under existing conditions here to make any advance in the Third Class prepaid rates, and we were in hopes that you would defer any change until all efforts to induce the Board of Trade on your side to consent to permit the endorsement of the head tax on the tickets had failed. Moreover, Mr. Smyth's cables are not clear to us, as we do not understand how the companies propose to deal with the First and Second-class passengers, who, if anything, is of quite as much importance as to the Third Class passengers. Neither would it assist us with the U. S. authorities, who we are afraid will not be satisfied with anything else short of a clear showing on the ticket that the head tax has not been charged any citizens of this country or aliens in transit.

9539

9540

Yours faithfully,
WHITE STAR LINE,
Per

Any head tax charged to be shown separately on all tickets.

Petitioner's Exhibit 1835.

9541

III.

May 15, 1908.

Per SS "Caronia."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We are in receipt of your favor of 6th inst. per SS "Adriatic."

Reduced Eastbound Continental Rates. We note your suggestion to the Lines that in view of our being minus in the Eastbound Pool the rates for one or two of our steamers sailing about the dates of the N. Y. Continental Lines should be reduced for Continental business, and that you are prepared to quote a $23.00 rate to Hamburg with $5.00 compensation. We presume you have fully considered the possibility that many British and Scandinavian passengers would take advantage of this rate by booking to Hamburg.

9542

* * * * * *

Grand Trunk Ry. Referring to your letter of 2nd inst. we desire to say that the suggestions of the Grand Trunk Ry. contained in the memo. seem to deal only with business via the port of Boston, and we notice from copy of letter from the Boston office to you under date of the 12th inst. they have given you fully their views. They are in a much better position to advise you on the subject than we are here. At the same time, we quite appreciate that in order to strengthen us against the competition of the C. P. R. it would be desirable to work as closely as possible with our Grand Trunk Ry friends. The only way in which the suggestions of the G. T. R. can be carried out is by the use of their own orders and not by using our orders and stamping them to read via G. T. R.

9543

* * * * * *

Yours faithfully,
WHITE STAR LINE,
Per

9544 **Petitioner's Exhibit 1836.**

May 15, 8.

Per SS "Caronia."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

Greek & Oriental prepaid Rates.

Referring to your letter of the 6th inst., we beg to say that on reference to your letter of March 18th and our reply of March 27th we fail to find any men-
9545 tion of this matter.

In reply to your remarks respecting the prepaid rates from Greek and Oriental points, the rates are not based on any arrangement covering Continental fares, but are fixed by agreement with the Italian Lines. While the Continental Lines added to their rates the head tax by separate collection and the British and Scandinavian Lines increased their rates by $2.50 to cover the increased tax, the Mediterranean Lines did not do so, but continued to absorb the tax in the same way they did the $2 tax formerly in vogue. Our Greek and Oriental prepaid rates still continue to be based on the port rate plus cost of transportation
9546 to the port of embarkation, but do not include the tax. To do this would make the rates so high that they would be practically prohibitory.

Yours faithfully,
WHITE STAR LINE,
Per

Petitioner's Exhibit 1837.

9547

(White Star Line)

Passenger Department.
Liverpool, 1st August, 1908.

Per s. s. "Mauretania"

Third Class.

Passenger Department,
White Star Line,
9, Broadway,
NEW YORK.

Dear Sirs,

9548

Your favor of the 21st ultimo to hand, contents noted.

* * * * *

Advance in E. B. Rates for Liverpool Service.

Copies of circulars notifying changes in connection with the Liverpool-New York Service steamers, duly received, for which thanks.

* * * * *

9549

North Atlantic Passenger Conference Meeting—Liverpool.

No action has as yet been taken by the Continental Lines respecting the resolution requesting them to reduce their rates westbound in view of their continued minus. Of course we shall keep you advised as to any movement that may take place. We advised you the reason for our action in advancing the Eastbound British, Scandinavian and Finnish and Continental rates in a previous letter.

9550 *Petitioner's Exhibit 1837*

Colonist Rates. Copy of the official report of the R. R. Committee of the Lines covering the official letter from the Joint Routing Committee announcing the usual colonist rates effective from Aug. 31st to Oct. 30th, duly received, for which we thank you. Simultaneously, we have received advice from the Conference Secretary here of these rates, and it is proposed that all Lines advise their agents.

Atlantic Conference. Minutes of the first meeting of the American Atlantic Conference (Joint Proceedings No. 1) held 25th ulto., duly to hand, and we note
9551 what you say hereon as to Messrs. A. E. Johnston & Co. The Cunard Line here are of the opinion that the question of cancellation of A. E. Johnston & Co., is covered by paragraph 20 of the by-laws to Agreement AA of February this year, which was framed with the express purpose of protecting the interests of these agents, who, at the time of the London meeting, already represented outside and competitive Lines. In this way, Messrs. Karlsberg, Spiro & Co., (who, at that time, already represented the Russian East Asiatic Company), were not called upon to relinquish that agency, although they have since decided to confine their interests to those of the British Lines.

9552 *Changes in Rates.* Copies of notices 376 and 377 referred to received, and we note the circumstances which brought about the reduction in the rate of the "Bremen" of the N. G. L. being fixed at $25 to compete with the "Estonia" of the Russian East Asiatic Co. We also note that the Austro-Americana reduced their rate for "Eugenia," 22nd July to $25 in order to follow the rate of the direct Bremen steamer.

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1838. 9553

(White Star Line.)

Passenger Department,
Liverpool, 7th August, 1908.

Per S. S. "Lucania."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs: 9554

Your favor of the 28th ulto., to hand, contents noted.

* * * * * *

London Agreement. We inclose herewith two copies of the agreements furnished by Secretary Peters, which we note will fill your requirements.

* * * * * *

Continental Rate Situation. Remarks noted, and having regard to the meeting which is now in progress in Paris, at which, no doubt, the position of the various lines will be fully discussed, some developments may be expected and some arrangement brought about whereby all Lines will adjust their carryings to the 9555 figure demanded by the percentual allotment.

* * * * * *

For Ismay, Imrie & Co.

9556 **Petitioner's Exhibit 1839.**

Aug. 11, 8.

Per SS. "Mauretania."

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

* * * * *

N. A. P. C. Meeting—Liverpool. We note that so far no action has been taken by the Continental Lines with regard to the resolutions adopted by your Conference, requesting them to reduce their rates West-
9557 bound in view of their large minus. We see that your action in advancing the E. B. British, Scandinavian, Finnish and Continental rates is the subject of controversy in the Pool correspondence, some of the Lines feeling that the object you have in view is not permissible. We shall be interested to learn whether your contention is sustained.

Colonist Rates. Remarks noted. As advised you in our last letter, we are sending by the "Cedric" a supply of Mallory Line tariffs which contain these rates.

A. E. Johnson & Co. We note the reasons given by the Cunard Line for their refusal to follow the action
9558 of the other Lines in the matter of the disqualification of A. E. J. & Co. If, of course, Paragraph 20 of the Bye-laws to Agreement AA, of the meeting in London in February of this year, was inserted for the express purpose of covering such agents as Earlsberg, Spiro & Co., we suppose the Cunard Line can with justice claim that this should also apply to A. E. J. & Co. In fact that is the stand they take here, and they have informed us that they have been advised by their Liverpool Office not to join in any action which is in contravention to the stipulation of the February agreement. No meeting of the Conference has been held

since we wrote you last, but there will in all probability be a meeting this week, when it is possible the A. E. J. & Co. matter will be brought up for discussion. In all candor, however, we would say that the business of A. E. J. & Co. at present is practically nil, as we do not believe the Cunard Line would permit them to do any business other than Scandinavian and Finnish, and of course A. E. J. & Co. do everything possible to turn all this business to the Scandinavian-American Line.

Joint Colonist Passenger Tariff. Copy attached, showing mixed class of R. R. rates effective Aug. 31st to Oct. 30th.

* * * * * *

Yours faithfully,

WHITE STAR LINE,

Per.

9559

9560

9561

9562 **Petitioner's Exhibit 1840.**

(White Star Line.)

Passenger Department.
Liverpool, 12th August, 1908.

Per s. s. "Oceanic."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9563 Dear Sirs:

Your favor of the 31st ulto. to hand, contents noted.

Continental Prepaids. From the attached correspondence you will observe that we have investigated the allegations as to passengers being advised by the agent at Thorn that White Star prepaids were valueless and urging them to travel by the German Lines, which, however, does not state by whom they were directed to Thorn. In returning Mr. Breck's letter herewith, and in order that further enquiry may be made, we would suggest that the passengers be interrogated as to who it was solicited them to go to Thorn. We return the certificates SE 26036/7 here-
9564 with, which have been cancelled on our records here.

* * * * * *

Advance in Rates. Remarks noted. This matter was touched upon at the Conference meeting yesterday, but no unanimity was reached among the Lines, and although one suggestion took the form of a general advance, it was felt by several that this could not consistently be arranged while they remained minus parties in the Eastbound Pool.

* * * * * *

Petitioner's Exhibit 1840

9565

Atlantic Conference. Copy of minutes of meeting No. 2 received, which we have perused with interest.

* * * * * *

Sherman Anti-trust Act of 1890. Thanks for copy of this Act.

London Agreements. Referring to our letter of the 8th instant, we have pleasure in enclosing herewith two sets of the London agreements, viz., Contract AA, Agreements V, W, X and Z.

* * * * * *

Scandinavian and Finnish Statistics. We have pleasure in enclosing herewith Return of Scandinavian and Finnish emigration from January 1st to June 30th, 1908, compiled by the Conference Secretary, which have been duly printed. 9566

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

9567

9568 **Petitioner's Exhibit 1841.**

Aug. 14, 8.

Per SS "Umbria."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

* * * * * *

Complaint Against Falck & Co., Hamburg,)
9569) Enclosed
Daniel P. Fraser and wife, ex-"Adriatic.")
you will find a lengthy letter of complaint from these two Third Class passengers who arrived on the SS "Adriatic" present voyage. Mr. Fraser is quite an intelligent man, and we think the matter ought to be thoroughly investigated. We believe we have already advised you that we quite frequently receive similar complaints from some of our East side agents that Falck & Co. unnecessarily detain their prepaid passengers in Hamburg evidently for the purpose of running up a board bill, and wherever possible divert passengers to the Continental Lines. * * *

9570 We believe Mr. Fraser is quite justified in demanding return of the $1.50 collected from him at Southampton to cover board and lodging expenses in Hamburg.

While we here are, of course, not entirely conversant with the condition of affairs at Hamburg, it does seem to us, from information received by us from time to time, that Messrs. Falck & Co. and their sub-agents do not always act for the best interests of the White Star Line, but wherever possible induce passengers to travel by some other line.

* * * * * *

Petitioner's Exhibit 1841

9571

Advance in Libau & Riga Prepaid Rate. We have your cable of Aug. 12th reading:

"Libau Riga rate advanced Marks 160, White Star only," which will make the prepaid rate from these points $34.50, plus $4.00 head tax. The agents are now being circularized.

* * * * * *

E. B. & W. B. Rail Matters. The proposed meeting with the rail interests has not yet been held. We will keep you posted as to developments. We enclose herewith report of the R. R. Committee, which contains, as you will observe, copy of letter to the W. P. A., which will interest you.

9572

Reduction in Italian Rates. You will note from copy of our letter to American Line, Southampton, that we have cabled them with reference to reduction in rate to Turin of $17.00 by the French Line for their SS "Chicago" and "Florida."

Atlantic Conference. We enclose copy of minutes of Meeting No. 4.

Yours faithfully,
WHITE STAR LINE.
Per.

Encl.

9573

9574 **Petitioner's Exhibit 1842.**

Aug. 18, 8.

Per SS "Lucania"

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 7th inst.

* * * * * *

9575 *Continental Rate Situation.* We are pleased to note that you expected the Paris meeting would consider the position of the various Lines with regard to adjustment of their carryings.

* * * * * *

Yours faithfully,

encl. WHITE STAR LINE

Per.

9576

Petitioner's Exhibit 1843.

9577

(White Star Line)

Passenger Department.

Liverpool, August 19th 1908.

Per s. s. "Teutonic"

Third Class.

White Star Line,
Passenger Department,
New York.

Dear Sirs: 9578

Your letter of the 7th inst: to hand.

* * * * * *

Frank Zotti. Your remarks in connection with the failure of this Agent are noted, and that although disqualified, he has established himself in business again, and is devoting his efforts exclusively for the Russian & Italian Lines.

* * * * * *

Atlantic Conference. We attach copy of Weekly Statistics, West & Eastbound, No. 21, period 1st—7th August 1908.

Yours faithfully,
For ISMAY, IMRIE & CO. 9579

9580 **Petitioner's Exhibit 1844.**

Aug. 21, 8.

Per SS "Caronia."

Messrs. Ismay, Imrie & Co.,
Liverpool.

III Class Department.

Gentlemen:

* * * * * *

Atlantic Conference. Weekly statistic No. 20 received, for which please accept thanks.

London Agreements. Thanks for the two sets of Contract AA, Agreement V, W, X, and Z.

9581 * * * * * *

SS "Zeeland" sailing to-morrow against the SS "Volturno" will from present indications be a full ship (1300), and may shut out 150 to 200, who will be transferred to the SS "St Louis." The ostensible rate on the "Volturno" is $23 less $3 commission, but it is claimed that more commission is paid to many agents. The "Zeeland's" rate is $21.00 less $2.00. These two steamers are carrying the bulk of the Continental third class business this week.

* * * * * *

Scandinavian-Finnish Prepaid)
Third Class Rates.)

9582 We have just received through the Secretary of Conference copy of cable just received from Secretary Smyth, reading as follows:

"All Lines agreed advance Scandinavian-Finnish prepaids $1.25 for aliens, except "Lusitania" "Caronia" class $1.50 to rectify parity rates, and charge $4.00 less citizens, Canadians, in force 24th."

We will, of course, take joint action with the other Lines and circularize agents promptly, notifying them that the new rates will go into effect Aug. 24th.

Yours faithfully,
WHITE STAR LINE

Encl. Per

Petitioner's Exhibit 1845. 9583

(White Star Line.)

Passenger Department.
Liverpool, August 22nd 1908.

Per s. s. "Mauretania"

Third Class.

White Star Line,
Passenger Department,
New York.

Dear Sirs:

9584

We confirm our cable of today reading:

"Increase Scandinavian prepaid steerage for aliens "Oceanic Adriatic Baltic class s41.75 Majestic Teu- "tonic Arabic Republic $40 Cymric $37.25 American "Line $40 American Philadelphia Line Dominion Line "$37.25 plus $3 Finnish charging citizens Canadians "Transits $4 less operative August 24th."

Secretary Smyth has also cabled Secretary Sandford regarding this advance, and we presume all Lines will place the advance rates in operation on Monday next the 24th inst:

We enclose copies of the Scandinavian & Finnish rate sheets, as furnished by the Conference Secretary here, which the Lines are sending out to the Agents who need same. 9585

Yours faithfully,
For ISMAY, IMRIE & CO.

9586 **Petitioner's Exhibit 1846.**

(White Star Line)

Passenger Department.
Liverpool, August 22nd 1908.

Per s. s. "Mauritania"

Third Class.

White Star Line,
Passenger Department,
New York.

Dear Sirs:

Yours of the 11th inst. to hand.

* * * * * *

9587 *Refunding Continental Prepaids.* We will not fail to advise you the decision arrived at by the Lines when this matter is discussed, although no mention was made of the question at the Meeting recently held in Paris.

* * * * * *

N. A. P. C. Meeting L'pool. The question of our advancing Eastbound rates, notwithstanding we are in the minus, was discussed at the Paris Meeting, and a difference of opinion as to whether the principle of balancing Eastbound & Westbound carrying is correct being felt, it has been decided if necessary to refer the matter to arbitration.

9588 *A. E. Johnson & Co.* Remarks noted, and although the disqualifying of this firm was touched upon at the Paris Meeting, it was agreed, that pending the Meeting with the Russian East Asiatic Co. and Italian Lines, the question of disqualifying A. E. Johnson & Co. should be postponed.

* * * * * *

We enclose copies of various Appendices to the different Agreements, which have just come to hand from Secretary Peters, and which you will note are in conformity with the resolutions arrived at, at the Paris Meeting Aug. 7th.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

Petitioner's Exhibit 1847.

9589

(White Star Line)

Passenger Department.
Liverpool, August 26th 1908.

Per s. s. "Adriatic"

Third Class.

Passenger Department
White Star Line,
New York.

Dear Sirs:

9590

Your letter of the 14th inst: to hand.

* * * * * *

Complaint against Falck & Co. We regret to have the letter of complaint against this firm from Mr. D. P. Frazer & wife ex "Adriatic," which we have sent on to Hamburg together with extract from your letter, and will write you in regard thereto later.

* * * * * *

E. B. & W. B. Rail Matters. We were interested to read report of the R. R. Committee and copy of letter to the Western Passenger Agent, and note that the proposed Meeting has not yet taken place, but that you will keep us posted in regard thereto.

9591

Reduction in Italian Rates. We have no doubt but that the recent action of the French Line in reducing their Turin rate to $17 for the "Chicago" & "Florida" will come up for discussion at the Meeting which is now being held in London.

Atlantic Conference. We are obliged for copy of minutes of Meeting No. 4.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

9592 **Petitioner's Exhibit 1848.**

(White Star Line,)

Passenger Department.
Liverpool, August 29th 1908.

Per s. s. "Lucania"

Third Class.

White Star Line,
Passenger Department,
New York.

Dear Sirs:

9593 Your letter of the 18th to hand.

* * * * * *

Atlantic Conference. We attach Weekly Statistic No; 22 for period 8th-15th August, for your files.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

9594

Petitioner's Exhibit 1850.

9595

Sept. 8th, 8.

Per SS "Lucania."

III Class Pass. Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 29th ult per SS "Lucania."

* * * * * *

9596

Complaint against Falck & Co. We beg to thank you for letter from Messrs. Falck & Co. in reply to the complaint of Daniel Fraser and wife, but you have failed to state whether or not we are authorized to refund the equivalent of 6/- collected at Southampton to cover board and lodging expenses in Hamburg. We note Messrs. F. & Co. take exception to our remarks with regard to the detention of our prepaid passengers at Hamburg, and in reply can only reiterate what we have already written you, *i. e.* that they were made on the strength of statements made to us by various agents in this city as well as by passengers themselves. We will return letter from Falck & Co. as soon as the matter is disposed of.

9597

Atlantic Conference. Statistic No. 22 received, for which please accept thanks.

* * * * * *

Russian-American Line. Now that this Line is a member of Conference, is it not possible to induce the Managers on your side to advance their prepaid rates to a more remunerative figure. You will notice that they now quote a rate of $31, plus $4 head tax.

* * * * * *

Yours faithfully,
WHITE STAR LINE.
Per.

Encl.

9598 **Petitioner's Exhibit 1851.**

(White Star Line.)

Passenger Department.
Liverpool, 2nd September, 1908.

Third Class.

Per s. s. "Majestic."

Passenger Department,
White Star Line,
9, Broadway,
New York.

9599 Dear Sirs,

Your favor of the 21st ultimo to hand, contents noted.

Continental Prepaids. We hope you will be successful with your enquiries through the Minneapolis office, as we should certainly like to ascertain who solicited the passengers on prepaids SE 26036/7 to proceed to Thorn, and who it was advised the passengers our prepaids were valueless.

E. B. Continental Business. We shall be pleased to receive copies of your issue of revised Continental rate sheets when published.

* * * * * *

9600 Atlantic Conference. Enclosed please find Weekly Statistics No. 23 East and Westbound covering the period 16th-23rd August.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

Petitioner's Exhibit 1852. 9601

(White Star Line)

Passenger Department.
Liverpool, 9th September, 1908.

Per s. s. "Oceanic"

Third Class.

Passenger Department,
White Star Line.
9, Broadway,
New York.

Dear Sirs, 9602

Your favors of the 28th ulto., and 1st. inst., to hand, contents noted.

* * * * * *

Russian East Asiatic Co. We observe the representative of this Company on your side has issued circulars cancelling all previous rates and advancing their rates to $28, less $2 commission, in accordance with instructions received on the 26th ultimo, and that the special rate for the Holland-America Line steamer "Statendam" of $23 was accordingly cancelled.

* * * * * *

Atlantic Conference. Enclosed please find weekly statistics No. 24 East and Westbound for the period 24th-31st August. 9603

Yours faithfully,
For ISMAY, IMRIE & CO.

9604 **Petitioner's Exhibit 1853.**

Sept. 18, 8.

Per SS "Caronia."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 9th inst., per "Oceanic."

* * * * * *

9605 *Atlantic Conference.* Copies of weekly statistics for week ending Aug. 31st received, for which please accept thanks.

* * * * * *

Yours faithfully,
WHITE STAR LINE.

Encl. Per.

9606

Petitioner's Exhibit 1854.

9607

(White Star Line).

Passenger Department.

Per s. s. "Mauretania."

Third Class.

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

Since writing you on the 9th instant, we have none of your further favours of which to acknowledge receipt. 9608

* * * * * *

Advance in 3rd class British Cash and Prepaid Rates. We have to confirm our cable of yesterday reading:

"Advance Prepaid steerage British Business Baltic "Cedric Cymric only 5/-."

This advance, applicable only to the three steamers named, was decided upon for pool purposes, and we presume you have advised the Boston office as usual.

* * * * * *

Advance in 3rd class Cash and Prepaid Rates. Referring to previous paragraph hereon, and to the query contained in your prepaid cable message of the 11th, we confirm our further cable this morning reading as folows: 9609

"Referring to our cable of the 11th. Referring to "your cable of the 11th. Advance only applicable "Cymric Cedric Baltic pool purposes."

Yours faithfully,
For ISMAY, IMRIE & CO.

9610 **Petitioner's Exhibit 1855.**

(White Star Line.)

Passenger Department,
Liverpool, 16th September, 1908.

Per s. s. "Teutonic."

Third Class.

Passenger Department,
White Star Line,
9, Broadway,
New York.

Dear Sirs,

9611 Your favor of the 4th instant to hand, contents noted.

* * * * * *

Atlantic Conference. Enclosed please find Weekly Statistics No. 25, East and West, covering the period 1-7th September.

* * * * * *

British Cash and Prepaid Business. Referring to ours of the 12th inst., we confirm our further message of that date reading:

"Referring to our telegram of the 11th. Referring "to our telegram of the 12th—cancel our instructions
9612 "advancing prepaid steerage Baltic Cedric Cymric."

As the advance in the cash rate of 5/- applied only to the sailings from this side 17th, 24th and 26th instant respectively, we deemed it inadvisable to alter the prepaid figure.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.
A. B. C.

Petitioner's Exhibit 1856.

9613

Sept. 29, 8.

Per S. S. "Carmania."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We are in receipt of your favors of the 19th inst. *Atlantic Conference.* We are obliged for the copy of the Minutes and Byelaws covering Clauses 22 to 74 of the London Agreement, which will be carefully kept.

9614

* * * * *

Petitioner's Exhibit 1857.

(White Star Line.)

Passenger Department.
Liverpool, 19th September, 1908.

Per s. s. "Campania."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9615

Dear Sirs:

Atlantic Conference. Enclosed please find one copy of the Minutes and Byelaws covering clauses 22 to 74 inclusive, which you will be interested to have. In view of our previous advice, we will leave you to see that this document is carefully kept. Please acknowledge receipt.

* * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

9616 **Petitioner's Exhibit 1858.**

(White Star Line.)

Passenger Department.
Liverpool, 23rd September, 1908.

Per s. s. "Adriatic."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9617 Dear Sirs,

Your favour of the 11th instant to hand, contents noted.

* * * * * *

Atlantic Conference. Enclosed please find weekly statistics No. 26, East and Westbound, covering the period 8th-15th September.

Russian-East Asiatic Co. Referring to your letter of the 8th instant, we hardly see that any step in the direction suggested can be taken, as, of course, the pool conditions will govern the matter, and, in case of excess or shortage, adjust the rates accordingly.

9618 * * * * * *

Atlantic Conference. Enclosed please find weekly statistics No. 1 East and West, 1st-7th September, Atlantic Conference and Russian Eastasiatic S. S. Co. and also the corrected copies dated September 19th.

Yours faithfully,
For ISMAY, IMRIE & CO.

Petitioner's Exhibit 1859.

9619

Oct. 6, 8.

Per ss "Lucania."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of the 26th ult., per SS "Lucania."

* * * * * *

Atlantic Conference. We enclose copies of minutes of Meetings Nos. 5 and 6, which no doubt you will find of interest. 9620

Yours faithfully,
WHITE STAR LINE.
Per

encl.

Petitioner's Exhibit 1860.

Oct. 13, 8.

Per SS "Lusitania."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

9621

Gentlemen:

We beg to acknowledge receipt of your favor of the 3rd inst., per SS "Lusitania."

* * * * * *

Atlantic Conference. Statistics received, for which please accept thanks.

* * * * * *

Yours faithfully,
WHITE STAR LINE.
Per

encl.

9622 **Petitioner's Exhibit 1861.**

(White Star Line.)

Passenger Department.
Liverpool, 3rd October, 1908.

Per s. s. "Lusitania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Third Class.

Dear Sirs,

9723 Your favor of the 22nd ulto., to hand, contents noted.

* * * * * *

Atlantic Conference. We enclose herewith weekly statistics No. 27, East and Westbound, covering the period 16th-23rd September; also the east and westbound statistics Nos. 2 and 3 as between the Atlantic Conference and Russian Eastasiatic Co. from the 8th to 15th September and from 16th to 23rd September respectively.

Advance in Third Class Cash Rate. In consequence of our continued plus in the westbound carryings, we have, under date of October 2nd, advanced
9624 the cash rate for the "Baltic," October 15th and "Republic" October 10th by 5/-, no alteration in the prepaid rate being made.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

Petitioner's Exhibit 1862.

9625

(White Star Line.)

Passenger Department.
Liverpool, 7th October. 1908.

Per s. s. "Oceanic."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs,

9626

Your favour of the 25th ulto., to hand, contents noted.

Libau and Riga Prepaid Rate. In connection with the alteration in Continental rates, in view of the recent pool contract Continental rates will not be governed by any action that may be taken by the Continental Lines, each Line party to the Pool being entitled to alter their rates to admit of adjusting their carryings. In future, therefore, when we cable you any alteration in the Continental rate, it will not necessarily apply to the American or Dominion Line unless specifically mentioned in our cable. It may be that we may desire to check our carryings, being in the 9627
plus, while at the same time the Dominion and American Lines may possibly be in the minus and desire their rate to remain as it is or at least not to advance same to the maximum as that which we might decide upon.

In the instance under notice we did not cable Philadelphia that the Philadelphia service rate was to be $34.50 plus $4.00 head tax, but found this was cabled by the American Line.

Supplement No. 11 to joint tariff 13. We have your special letter of the 24th enclosing report No.

9628 *Petitioner's Exhibit 1862*

124 from the Conference Secretary together with 5 copies of the supplement and submitting the reason for the issue thereof. We understand that a new tariff, considerably augmented, is in course of compilation, and we shall be interested to learn how soon this may be expected to be delivered to the Lines, as in the meantime the Lines here are not disposed to go to the expense of having a sterling issue compiled of supplements 10 and 11 having in view that the complete tariff may be expected to supersede same shortly.

* * * * * *

9629 *Sandford's Weekly Returns.* We do not appear to have received Lawson Sandford's weekly statistical return No. 782, although numbers 783/4 are to hand. We will thank you to procure us two copies of No. 782, mailing same to us in due course.

* * * * * *

For ISMAY IMRIE & CO.

9630

Petitioner's Exhibit 1863. 9631

(White Star Line.)

Passenger Department.
Liverpool, 10th October, 1908.

Per s. s. "Mauretania."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs,

Your favour of the 29th ulto., to hand, contents noted. 9632

* * * * * *

Atlantic Conference. We enclose herewith weekly statistics No. 28, East and Westbound covering the period 24th-30th September, also Russian East Asiatic statistics No. 4 west and east for the same period.

Lawson Sandford's Returns. As we have been required to give away one copy of No. 784 of these weekly returns, and of each subsequent issue, we shall thank you to supply us with these returns in triplicate in order to keep our files up to date. Please let us have another copy of 784.

* * * * * *

Transportation between steamer and Ellis Island. 9633 We shall thank you to inform us the practice in vogue and the cost of transportation of third class passengers and baggage to and from Ellis Island. Our understanding is that we require to furnish transportation from the ship to Ellis Island, but that the various railroads take charge of the passengers immediately they have passed the U. S. Inspectors and arrange for their conveyance to the respective depots, with the exception, however, that we are called upon to provide transportation for such passengers as are furnished with free orders to Boston.

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

3211

9634 **Petitioner's Exhibit 1864.**

(White Star Line.)

Passenger Department.
Liverpool, 14th October, 1908.

Per s. s. "Teutonic."

Third Class.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9635 Dear Sirs,

Your favor of the 2nd instant to hand, contents noted.

* * * * * *

Prepaid Steerage figures. From your cable of the 9th inst., we note that the figures for the past week are 56 British, 16 Italians, 22 Scandinavians, and 15 Continentals as against 32 British, 36 Italians, 33 Scandinavians and 63 Continentals for the corresponding period last year.

* * * * * *

New York Conference Minutes. As we do not appear to have received from you Joint Committee Minutes No. 6 of meeting held 3rd September we shall be glad if you will kindly furnish us with a copy.

9636

* * * * * *

Yours faithfully,
For ISMAY, IMRIE & CO.

Petitioner's Exhibit 1865. 9637

Oct. 23, 8.

Per SS "Celtic."

III Class Passenger Department.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

* * * * * *

New York Conference Minutes. As requested, we enclose herewith copy of Joint Committee Minutes No. 6 of meeting held Sept. 3rd. 9638

S. S. "Baltic" reached wharf at 10:45 A. M. today, and the Third Class passengers left for Ellis Island about 2 P. M.

Hamburg-American Line. Enclosed please find circular which has been distributed very freely among the Hamburg-American Line agents calling attention to their low rate of $32.00, their elaborate Third Class accommodations, five meals per day, menu, etc.

Yours faithfully,
WHITE STAR LINE.
Per

Encl.

9639

9640 **Petitioner's Exhibit 1866.**

From Ismay, Imrie & Co., Liverpool.

Copy of letter from H. Peters to J. Bruce Ismay, Esq., 6/4/08.

Jena.

Dear Sir:

I beg to acknowledge receipt of your favor of the 2nd inst., which I have communicated to the members of the Atlantic Conference.

As to the reserve you make to alter the figures mentioned from time to time, I am afraid it may give rise
9641 to fresh troubles occasionally. Suppose *f. i.* the White Star Line were in excess and in order not to be obliged to advance its rate you would alter its present percentage to a higher one and thus reduce the excess or perhaps even convert it into shortage. I am not aware that this would be satisfactory to the other Parties. Or suppose the Continental Lines should reserve the same right to alter their percentages from time to time and they should make private arrangements to that effect, which has already once occurred in a certain manner, this would affect the whole working of the Pool adversely.

I will say nothing about the difficulty in keeping
9642 the accounts and keeping them clear as each period when an alteration of the percentages has occurred would have to be closed separately, whilst at present it is contemplated to let the accounts run throughout the year *i. e.* to connect each week or month with the whole of the preceding weeks or months. This, however, being a mere technical difficulty it can be overcome and must be overcome as good or bad as possible.

Notation in red ink in upper left hand corner as follows: Note of Mr. Sanderson's: No intention of doing anything of this kind. We would not object to giving 3 months' notice of an alteration.

Petitioner's Exhibit 1867.

9643

(Copy)

April 22nd, 1908.

Dear Sir,

Atlantic Conference Eastbound Pool Percentages.

Referring to my letter of April 2nd, naming a division of the I. M. M. Co's Pool Allotment among the Associated Lines, I have now to give you the following amended division of the Eastbound Percentage which has been reduced as the result of the arbitration to 25.71% in all, viz:

9644

American Line (Southampton)	6.74%
" " (Liverpool)	1.98%
Dominion Line	1.50%
White Star Line (New York and Boston)	15.49%
	25.71%

this allotment is made with the same reservation as to possible alterations in the future, as indicated in my previous letter.

I understand that in future Pool statements you will show all the I. M. M. Co. Lines as well as the N. D. L. V. Lines separately, and the disposal of this question regarding the Eastbound Percentages, will, I hope, enable you to complete the Pool Statements for the first month without further delay.

9645

Yours faithfully,

(Sgd) J. BRUCE ISMAY.

Secretary Peters,

Nordatlantischer Dampfer Linien Verband,

Jena.

9646 **Petitioner's Exhibit 1868.**

M.
A.B.C.

April 22nd, 1908.

Dear Sir,

Eastbound Pool Percentage Arbitration.

Referring to Mr. Wilding's award of the 20th instant in this matter, a copy of which has been mailed to you, I have had the percentages worked out in accordance therewith, and agree those submitted by the N. D. L. V. Lines as follows,—

9747

Allan Line	4.95%
Anchor Line	3.93%
I. M. M. Co. (Exclusive of Red Star)	25.71%
N. D. L. V. (Including Red Star)	45.80%
C. P. Ry.	4.49%
Cunard Co.	15.12%
	100.00%

In Mr. Wilding's letter covering the award he gives the percentages for all the Lines, but he has calculated them on the assumption that the other British
9648 Lines will make an additional contribution beyond what they have already agreed upon towards the extra percentage to the Allan Line and C. P. R. Such an arrangement can not be suggested, so the above figures will remain correct.

I shall be glad to have your acknowledgment and confirmation.

Yours faithfully,
(Sgd) HAROLD A. SANDERSON.

Secretary Peters,
Nordatlantischer Dampfer Linien Verband,
Jena.

Petitioner's Exhibit 1869. 9649

From ISMAY, IMRIE & Co,
Liverpool.

For Passenger Dept:

Steamship.

For ISMAY, IMRIE & CO.

February 11th 7

H. Peters, Esq.,
Secretary,
Nordatlantischer Dampfer Linien Verband,
Jena, Germany.

Dear Sir, 9650

Clause 8, Third Class Agreement of 1898.

In considering our Eastbound third class arrangements for 1907, we are again faced with the very unfavorable position in which the White Star Line steamers are placed for securing Eastbound Continental business, by our continuing to base the rates on the Continental Line's interpretation of Clause 8 of the 1898 agreement.

The necessity for a revision of this clause to meet the altered conditions since it was drafted has been before the Lines for the last two years, and the question is referred to in the London Agreement of March 3rd 1905. Clause 5 of that Agreement reading as 9651 follows:

"The Continental Lines agree in principle that a "modification of clause 8 of Steerage Agreement of "June 1898 is necessary; a Committee of Continental "and British Lines is to fix a classification satisfac- "tory to both parties of the respective Continental and "British steamers that are to charge about equal rates."

The second Agreement arrived at in London on March 4th 1905 also contains the following clause:

9652 *Petitioner's Exhibit 1869*

"The question of an alteration of clause 8 of the "steerage agreement to be taken up again at a Meeting "at Cologne fixed for March 30th 1905."

From these it will be seen that the principle of the revision asked for by the British Lines was admitted the matter being referred for adjustment to the Cologne Meeting of March 30th 1905. At this Meeting, however, nothing was done in the direction desired, and before the Meeting broke up the British Lines stated that under the circumstances they must hold themselves free to base their Eastbound rates accord-
9653 ing to their interpretation of this clause, but no action was taken in the hope of an early adjustment of the third class agreement being still found possible.

At the Cologne Meeting of May 25th 1906 this point was again discussed and it was then decided that the question should be settled by the formation of an Eastbound Pool, but no steps have yet been taken to carry out this arrangement as the revision of the 1898 Agreement as outlined at this Meeting has never been effected.

While reluctant to cause any disturbance in the Eastbound rates we cannot consent to continue the present disadvantageous arrangement under which we
9654 base our Eastbound Continental fares from New York on the advertised rate for the "Deutschland" to Hamburg, (which steamer it may be noted has for a considerable period this winter not been employed in the Hamburg service) and for Bremen on the rates quoted for the "Kaiser Wm. II" etc. and unless the Hamburg American Line and Norddeutscher Lloyd can see their way to advance the rates of their other steamers to the figure quoted for the vessels already named we see no alternative but to base the White Star Line Eastbound rates on the fares quoted for the "Kaiserin Auguste Victoria" "Moltke" etc. for

Petitioner's Exhibit 1869 9655

Hamburg and for the "Konigin Luise," "Barbarossa etc. to Bremen, but will defer acting until the end of the month in the hope that in the meantime we shall hear from you that the German Lines can see their way to alter their rates as suggested in the foregoing.

We attach a statement showing the alternative which we have in mind, and in the meantime, awaiting the favor of your reply, remain,

Yours faithfully,

Third Class Continental Eastbound

9656

Rates.

H. A. L.	
"Deutschland"	$39.00
"America"	
"Kaiserin Augusta Victoria"	$33.00
"Blucher" & All Other Steamers	
N. D. L.	
"Kaiser Wilhelm"	
"Kronprinz Wilhelm"	$39.00
"Kaiser Wm. der Grosse"	
"Kronprinzessin Cecilie"	
"Grosser Kurfurst"	
"Barbarossa"	9657
"Koenigin Luise"	$33.00
"Frederick der Grosse"	
& All Other Steamers	

White Star Line.

	Present	Proposed
"Oceanic"		
"Teutonic"	$39.00	$33.00
"Majestic"		
Adriatic"		
"Baltic"		
"Cedric"	$37.00	$31.00
"Celtic"		
"Arabic"		

9658 **Petitioner's Exhibit 1870.**

COPY

30 James Street, Liverpool,
14th August, 1907.

H. Peters, Esq.,
Secretary, N. D. L. V. Lines,
Jena.

Dear Sir,

In Mr. Ismay's absence, I have to acknowledge the receipt of your telegram of yesterday reading as fol-
9659 lows:

"Referring to the understanding arrived at on July "sixth that all First and Second Class agreements, also "Agreement H are to remain in force pending an early "meeting which is to be held but which has not taken "place up till now. Hapag moves a meeting of I. M. "M. Co, and Continental Lines at Berlin or Hamburg "on August twenty-first, the dull season for which they "have to make their measures approaching fast, please "reply."

and to confirm our reply of to-day reading:

"Referring your wire thirteenth, are strongly of "opinion that no useful purpose will be served by meet-
9660 "ing of I. M. M. Co. and Continental Lines to discuss "revision First and Second Class Agreements without "other British Lines including Cunards being present: "further suggest better postpone meeting until dif- "ferences between Lloyd and Hapag are settled so that "Third Class Pool as well as First and Second Class "Agreements can be dealt with."

I am sure, upon reflection, the Continental Lines will agree that no real progress can be made at a meeting to be attended only by the representatives of the Continental Lines and the I. M. M. Co with the ob-

ject of discussing First and Second Class rates. It would simply mean that a provisional understanding might, at best, be arrived at, when we would have to return and re-open the whole question with the Cunard, Anchor, Allan and C. P. R. Lines. I am sure it would be much better to endeavor to get these interests represented so that they could be present when the pros and cons are discussed. 9661

Furthermore, I think it must be admitted that it would be very desirable that we should be in a position to discuss Third Class matters at the same time, as it is only to be expected that the Allan and Anchor Lines will express the opinion that all three matters should be settled concurrently, and at the present moment we are waiting for certain matters on the Continent to be adjusted before this subject can be further taken up with them. 9662

I think I am right in saying that in the past we have had Third Class Agreements without any for First and Second Class business, but I do not recall the time when the Lines were ever bound to First and Second Class Agreements while Third Class matters were in an unsettled state.

Yours truly,

(Signed) HAROLD A. SANDERSON.

9663

9664 **Petitioner's Exhibit 1871.**

From ISMAY, IMRIE & CO. LIVERPOOL.

Duplicate. Passenger.
For Mr. Canty. August 17th 1908.

Secretary Peters.
Atlantic Conference,
Jena.

Dear Sirs:

Revision of Percentages.

9665 Referring to your G. No. 228 under date of 13th, inst., we wish to draw your attention to an error which appears in your statement of the eastbound percentages.

According to the revised statistics received from Mr. Sandford, the C. P. R's allotment of 4.60% is .23% in excess of the percentual proportion resulting from the mean of percentages years 1906-7. This additional allotment it will, however, be observed is a reduction of .01% on the figures considered at the London meeting, and it therefore follows that the additional allotment to be accorded to the Allan Line in compliance with the provisions of Appendix IV, agree-
9666 ment A. A. shall in like manner be reduced to .23%.

The point which we however wish to bring to your attention is in regard to the participation by the other Lines of the Allan Line's additional allotment as referred to above, for according to your statement submitted, this is borne entirely by the I. M. M. Co's Lines by the arrangement entered into between the Lines, it was agreed that the reduction should be borne proportionately by all Lines with the exception of C. P. R., and with the further exception that the N. D. L. V. Line's share under this arrangement should be accepted by the I. M. M. Co., in addition to their own

Petitioner's Exhibit 1871 9667

proportion, and it is on this basis that the percentages as agreed upon pending the revision of the 1907 carryings were arrived at. The following is our statement of the Eastbound percentages worked on the above basis, and which it will be observed differ from those at present recorded only to the extent of the necessary revision consequent of the reduction of Allan Line's additional allotment from .24% to .23%.

Inclusion of Allan Line's additional allotment of .23%

Allan Line	4.84%	5.06%
Anchor	4.02%	4.02%
I. M. M. Co.	26.52%	26.34%
N. D. L. V.	46.90%	46.90%
Cunard	13.12%	13.08%
C. P. R.	4.60%	4.60%
	100.00	100.00

9668

Inclusion of Cunard Line Fiume Service.

Allan Line	5.06%	4.94%
Anchor	4.02%	3.93%
I. M. M. Co.	26.34%	25.72%
N. D. L V.	46.90%	45.80%
Cunard	13.08%	12.77%
C. P. R.	4.60%	4.49%
	100.00	97.65%
	Cunard Fiume	2.35%
		100.00%

9669

9670 *Petitioner's Exhibit 1871*

The final eastbound percentages are therefore:

Allan	4.94%
Anchor	3.93%
I. M. M. Co.	25.72%
N. D. L. V.	45.20%
Cunard (L'pool.)	12.77%
Cunard (Fiume)	2.35%
C. P. R.	4.49%
	100.00%

9771 We trust you will agree with the above statement, and remain

Yours faithfully,

Atlantic Conference.

Jena August 22nd, 1908.

White Star Line.
Liverpool.

Dear Sirs:

In reply to your favor of the 17th instant I would point out that I was unaware that the other British
9672 Lines with the exception of the Canadian Pacific were prepared to participate in the 0.23% additional for the Allan Line. I do not quite agree with your calculation as regards the Allan & Cunard Lines. In figuring out the division of the 0.23% on the different parties I obtain the following results:

		written in Red Ink.
Allan Line	4.825119	4.8283356
Anchor Line	4.016174	4.0103118
Immco Lines	26.457260	26.4560868
N. D. L. V. Lines	46.785572	46.7869710
Cunard Line.	13.085875	13.0883808
	95.170000	95.1700860

Petitioner's Exhibit 1871 9673

By rounding off the fractions I obtain the percentages as stated in the annexed calculation.—Accordingly the final percentages are:

Allan Line	4.93%
Anchor Line	3.93%
Immco Lines	25.72%
N. D. L. V. Lines,	45.80%
Cunard L'pool	12.78%
Cunard Fiume	2.35%
Canpac	4.49%
	100.00

9674

Please let me know whether you concur.

Yours truly,

Sig.: H. PETERS.

According to the statement of the White Star Line the 0.23% extra to Allan had to be borne by the Agreement Lines with the Exception of the Canpac and N. D. L. V.; the proportion of the N. D. L. V. to be borne by the Immco, the calculation is therefore the following:

	excl. of Canpac	incl. of Canpac.
Allan Line	5.07%	4.84%
Anchor Line	4.22%	4.02%
Immco Lines	27.80%	26.52%
N. D. L. V. Lines	49.16%	46.90%
Cunard Line	13.75%	13.12%
Canpac		4.60%
	100.00%	100.00%

9675

Division of 0.23% Extra for Allan with the exclusion of Canpac.:

9676 *Petitioner's Exhibit 1871*

Allan Line	4.82%	+ 0.23% =	5.05%
Anchor Line	4.02%		4.02%
Immco Lines	26.46%	— 0.12 diff. of N. D. L. V.	26.34%
N. D. L. V. Lines	46.78%	+ 0.12% to be borne by Immco	46.90%
Cunard Line	13.09%		13.09%
Extra for Allans	0.23%		
Canpac	4.60%		4.60%
	100.00		100.00

9677 Inclusion of Cunards Fiume Service:

Allan Line	4.93%
Anchor Line	3.93%
Immco Lines	25.72%
N. D. L. V. Lines	45.80%
Cunard L'pool	12.78%
Canpac	4.49%
Cunard Fiume	2.35%
	100.00

9678

Petitioner's Exhibit 1872.

9679

Atlantic Conference.
Secretary's Office.

Jena, November 19th 1909.

G. No. 659.

To the Parties:

Immco Allottment in Atlantic Conference (G. No. 35).

Mr. Ismay under date of 16th instant writes:

"I. M. M. Co., Allottment in Atlantic Conference.

"Referring to my letter of April 2nd, 1908, giving you the division, for the time being among the associated companies of the I. M. M. Co.'s allotment, please note that from the 1st of January next the westbound percentages will be as follows:

9680

American Line	6.22
Dominion Line	4.01
White Star Line	9.52
	19.75

Kindly advise the other lines. I do not propose to make any change in the Eastbound allotment."

Respectfully,

9681

9682 **Petitioner's Exhibit 1873.**

COPY.

Nordatlantischer Dampfer Linien Verband.

Jena.

January 25th, 1908.

J. Bruce Ismay, Esq.,
30 James Street,
Liverpool.

Dear Sir:

By request of Mr. Ballin I beg to send you enclosed three copies of proposals for cabin business which it
9683 was intended to submit at the proposed negotiations on cabin business. I have however to draw your attention to the enclosed Circular letter No. 3239 that the French Line don't quite agree as far as they are concerned with the proposed rates.

Printed copies of the proposal I hope to send you on next Monday.

Yours faithfully,
Signed N. PETERS.

9684

Petitioner's Exhibit 1874.

9685

COPY.

30 James Street,
Liverpool, 28th January, 1908.

H. Peters, Esq.,
Secretary,
Nordatlantischer Dampfer Linien Verband,
Jena.

Dear Sir:

I am in receipt of your letter of the 25th inst., enclosing three copies of proposals for cabin business which it is intended to submit at the proposed negotiations regarding this question, for which I am obliged. 9686

* * * * * *

Yours truly,
(Signed) BRUCE ISMAY.

Petitioner's Exhibit 1875.

COPY.

30 James Street,
29th January, 1908.

H. Peters, Esq.,
Secretary, 9687
Nordatlantischer Dampfer Linien Verband,
Jena.

Dear Sir:

I am in receipt of your letter of the 27th inst., enclosing six printed copies of the proposals for cabin business, for which I am obliged.

Yours truly,
(Signed) BRUCE ISMAY.

9688 **Petitioner's Exhibit 1876.**

COPY.

30 James Street,
Liverpool, February 7th, 1908.

H. Peters, Esq.,
Secretary,
Nordatlantischer Dampfer Linien Verband,
Jena, Germany.

Dear Sir:

* * * * * *

9689 1. Agreement limiting the Canadian Lines to 2.79 per cent as their share of the Continental steerage traffic.

2. Agreement with Cunard Company *re* their Fiume-Trieste service.

3. Agreement as to date of issue of circulars.

4. Contract between the Transatlantic Steamship Lines in regard to Third Class Passenger business.

* * * * * *

Yours very truly,
(Signed) BRUCE ISMAY.

9690

Petitioner's Exhibit 1877. 9691

COPY.

30 James Street,
Liverpool, 2d April, 1908.

Mr. Peters, Esq.,
Secretary,
N. D. L. V.,
Jena.

Dear Sir:

Eastbound Pool Percentages.

9692

Referring to the questions between the I. M. M. Co. and the N. D. L. V. Lines in connection with the Eastbound Pool percentages, which is to be referred to Mr. Wilding for arbitration the following is extract from a letter I have received from Mr. Wilding:

> "Yours of the 25th inst. just received, and it will give me pleasure to try and find some solution of the difference that has arisen between the I. M. M. Co. and the N. D. L. V. Lines."

A statement of the case for the I. M. M. Co. is being prepared and I hope to be able to send you a copy very shortly 9693

Yours truly,
Signed HAROLD A. SANDERSON.

9694 **Petitioner's Exhibit 1878.**

COPY.

30 James Street,
Liverpool, September 28th, 1910.

H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

Dear Sir:

Prior to the next A. C. meeting fixed for Thursday,
9695 November 24th, I desire to remind the lines of the discussion which took place at the Paris meeting in May last with regard to the position of the White Star-Dominion Canadian service in connection with Agreement AA.

On that occasion, I placed before the meeting a cable from Mr. Hays, President of the Grand Trunk Railway, indicating the intention of that railway to have a steamship connection in exactly the same position, or at any rate not further committed as regards the agreements than the Atlantic Services of their competitors, the C. P. R., and that unless the White Star-Dominion Canadian Service as the ocean connection of the Grand Trunk Railway, could take up such a
9696 position, the Grand Trunk would feel compelled to establish a line of steamers of their own.

It was felt that a new Canadian service established by the Grand Trunk Railway would be most prejudicial to the interests of all, and should be guarded against if practicable but nevertheless my proposal that the White Star-Dominion Line should be placed in the same position as the C. P. R. and Allan Lines was not agreed to.

* * * * * *

Yours truly,
(Signed) BRUCE ISMAY.

Petitioner's Exhibit 1879. 9697

December 24th, 1908.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Atlantic Conference—Cologne Meeting Dec. 3rd.

We are in receipt of your favor of the 9th inst., enclosing copy of minutes of the above meeting, all of which we have very carefully noted, and for which please accept our thanks.

We were very much pleased to note that the Intermediate Season for First Class business had been adopted to which matter we refer in more detail in a separate letter. 9698

International Sleeping Car Co.'s uptown office: We noted the action with respect to the application of this company for an agency, with considerable regret. However, in view of the action taken, there was nothing for us to do but to appoint the International Sleeping Car Co. as agents, which we have done for all the I. M. M. Co.'s Lines.

Yours truly,
PASSENGER DEPARTMENT.
Per 9699

9700 **Petitioner's Exhibit 1880.**

COPY OF CABLE.

To Ismay, Liverpool, April 24, 1908.

Referring to your telegram of the 24th, consider our minus today 2700, presume impossible plus parties advance account conditions; recommend reducing to basis $28 Hamburg.

Copy of Cable from Liverpool to Internavco, N. Y.

9701 April 24, 1908.

To adjust position Pool Eastbound what Continental steerage rate do you recommend in view of Continental Lines recent reduction?

(Copy to Vice-Presidents and Third Class Dept.)

Liverpool Cables Internavco, N. Y.

April 25, 1908.

9702 Advanced Westbound Continental steerage rates White Star Line, American Line, Dominion 150 marks all ports excepting Cherbourg 140 marks quote prepaid accordingly. Referring to your telegram of the 25th, we approve of your suggestion eastbound rate White Star Line, Dominion, American-Philadelphia service only.

(Copy to Vice-Presidents and 3rd Class Dept.)

Petitioner's Exhibit 1881. 9703

April 15th, 1910.

Dear Mr. Strasser:

I have your favor of the 8th instant, regarding letters or correspondence and statistics, which I have carefully noted, and you correctly understand the change to be made, which is that Mr. Peters is to send me hereafter only one copy of all printed statistics covering the N. D. L. V., A. A., and Mediterranean Agreements. The letters or correspondence circulated by Mr. Peters will reach me through Mr. Cauty, who sends me the originals, if the documents are printed in English, or translations if they are printed in another language. 9704

With thanks for your kindness, I am,

Yours very truly,

ED. STRASSER, Esq.,

Antwerp.

9705

9706 **Petitioner's Exhibit 1882.**

December 23-09.

Third Class.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Your favor of the 15th to hand.

American R. R. Matters—Renewal of W. B. Agreement with W. P. A. Your remarks under this head
9707 are noted. The draft of the agreement has been approved by the lines and is now only awaiting ratification by the railroads. As soon as printed copies are received we will send same to you.

* * * * * *

Northwest Transport Line. The "Napolitan Prince" sailed Dec. 18th with 195 and the "Necker" of the Lloyd sailed the same day with 568. The "Zieten" today has been fixed to sail in competition with the "Sicilian Prince" at a rate of $24.

Yours faithfully,
WHITE STAR LINE,
Per

9708

Petitioner's Exhibit 1883.

9709

Sept. 17-09.
Third Class.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Northwest Transport Line—Competitive *rates "Lithuania" & "Russia."* With reference to the remarks in your letter of the 25th ulto. as to whether the Russian American Line paid any extra commission to agents or intend making claim for difference in 9710
railroad fares, we beg to say that the only steamers on which we are aware that extra commission was allowed with the consent of the Small Committee were the "Russia" June 5th, and "Lithuania" June 23rd. The amount of this commission, we are informed by Messrs. A. E. Johnson & Co., was less than $100 for each steamer.

* * * * * *

Yours faithfully,
WHITE STAR LINE.
Per

9711

9712 **Petitioner's Exhibit 1884.**

(White Star Line.)

Passenger Department.

Liverpool, 15th May, 1909.

Per s. s. "Mauretania." Special.

Passenger Department,
White Star Line,
9 Broadway,
New York.

9713 Dear Sirs:

Scandinavian American Line.

For your information we attach herewith copy of minutes of meeting of 13th instant, and further meeting of 14th instant, between the representatives of the British Lines and the representatives of the Scandinavian-American Line, from which you will be pleased to note that the latter have entered the Conference, as the result of the final deliberations, on a basis of 2.70% west and 3.50% eastbound. A copy of the agreement, to be noted as C. C., in relation to the agreement AA will be sent you in due course.

Yours faithfully,

9714 For Ismay, Imrie & Co.

Petitioner's Exhibit 1884

North Atlantic Passenger Conference.

31 James Street,
Liverpool, May 13th, 1909.

E. S. Smyth,
Secretary.

* * * * * *

The Chairman explained the reasons which prompted the British Lines to invite the Scandinavian-American Line representatives to meet them in Liverpool, and the position of the Scandinavian-American Line in the business was thoroughly discussed. 9716

Director Gold expressed the willingness of the Scandinavian-American Line to enter into an agreement with the other lines, and the question of their joining the agreement turned upon the percentage of traffic to be allotted to them.

* * * * * *

Director Gold asked for 3% Westbound and 3.50% Eastbound at least, explaining that the period 1906 and 1907 was the most unfair to them that could be selected as a basis, and asked that a more extended period or other years should be taken.

It was pointed out to him that he could not expect to join the agreement on a different basis to that accepted by the original lines members thereof. The beneficial effect of that agreement on passage rates and in other respects were explained at length, at the same time it was made plain to Director Gold that were he to remain outside the British Lines could foresee that fluctuations of rates amongst the agreement lines might result detrimentally to his line, and the British Lines could not always confine their reductions in passage rates for traffic adjustment to business outside Scandinavian which they had hitherto done. 9717

* * * * * *

9718 *Petitioner's Exhibit 1884*

Director Gold, however, asked for 2.80 or 2.90% Westbound, accepting the 3.50% Eastbound. The committee could not agree to this proposal and neither side being prepared to make any further offer, the meeting closed without result.

Subsequent to the above meeting, the chairman had an interview with Director Gold, as a result of which a further meeting was called on the 14th instant at 10 A. M., when after obtaining the assent of the other British Lines, a compromise was arrived at and a final agreement concluded, allotting to the Scandinavian-American Line 2.70% Westbound and 3.50%
9719 Eastbound.

North Atlantic Passenger Conference.

31 James Street,
Liverpool, May 14th, 1909.

COPY.

E. S. Smyth,
Secretary.
9720 H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

Dear Sir:

Referring to Minute No. 120 of the Atlantic Conference, I am instructed to advise you that a small committee was appointed by the British Lines to meet the representatives of the Scandinavian-American Line, who attended in Liverpool yesterday and today with the view of bringing them into the general pool,

and after considerable negotiation an agreement has been concluded alloting to the Scandinavian-American Line 2.70% Westbound and 3.50% Eastbound in the general pool. The agreement in detail is now in the printers' hands and copies will be sent to you as soon as possible.

The signature of the Scandinavian-American Line to this agreement is, however, subject to a condition as set forth in the attached copy of letter from Director Gold. Director Gold has undertaken, as you will see, to at once approach the Hamburg-American Line with regard to this matter with a view to advising the British Lines the result before the 31st instant. 9722

I shall be glad if you will circulate this letter, which will in this way reach the Hamburg-American Line in due course, and the result of the negotiations between the Scandinavian American Line and the Hamburg-American Line will no doubt be notified to the parties as early as possible.

Clause 5 of the agreement with the Scandinavian-American Line reads as follows:

> "The Scandinavian-American Line agree to confine themselves to the carriage of Scandinavian and/or Finish steerage passengers only." 9723

For your information, I am noting this agreement as "Agreement C. C." which I hope will not clash with any other agreements.

Yours truly,

Secretary.

9724 *Petitioner's Exhibit 1884*

COPY.

It is understood that today's agreement regarding steerage business is signed by me on behalf of Det Forenede Dampskibs Selskab subject to the contract between the Hamburg Packet Company and Det Forenede Dampskibs Selskab of the 21st December, 1904, being prolonged up to 26th February, 1911, as to which I undertake to at once approach the Hamburg Packet Company and to give a definite reply before the 31st instant. I have no reason to expect the Hamburg Packet Company will raise any objection to the
9725 proposal.

Should the Hamburg Packet Company refuse the proposal my signature to the said steerage agreement remains binding provided the A. C. Lines agree to cancel clause 5 of that agreement.

(Sgd.) DET FORENEDE DAMPSKIBS SELSKAB,
C. M. T. GOLD.

Liverpool, May 14th, 1909.

9726

Petitioner's Exhibit 1885. 9727

May 11th, 9

Messrs. Ismay, Imrie & Co.,
Passenger Department.
Liverpool.

Dear Sirs:

Northwest Transport Line.

We have your letter of the 30th and in answer to your comments as to the position taken by the Cunard Line will say we here did not share the feeling of that company that the appointment of a committee to de- 9728
vise fighting measures would be a violation of the Sherman Act. As you are aware we were represented on the committee and carried out these plans in connection with the Continental Line, Russian East Asiatic and Volunteer Fleet last year. The committee, however, as you know, have not felt that the situation warranted any special action at present in view of the small eastbound movement.

Yours faithfully,
WHITE STAR LINE.
Per

9729

9730 **Petitioner's Exhibit 1886.**

(White Star Line.)

Passenger Department.

Liverpool, 30th April, 1909.

Per s. s. "Campania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

9731 Dear Sirs:

North West Transport Line.

We are in receipt of your favour of the 20th inst., under the above heading, and observe that this matter was discussed at a recent meeting of the lines when it transpired that the Cunard Line did not care to associate themselves with the adoption of fighting measures as they consider such action would be a violation of the Sherman Act, in connection with which we shall be interested to learn your views on this point.

* * * * * *

9732 Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1887. 9733

April 20-09.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Northwest Transport Line.

We have your letter of the 8th inst., with reference to your remarks regarding the action taken at the Paris meeting as to the revival of By-law 22, we might say that the matter was discussed at an A. C. Conference meeting last week and all lines were in favor of the proposed action except the Cunard Line who, while not opposed to the appointment of the committee stated they did not care to be considered as participating, looking upon it as a violation of the Sherman Act. The committee members have been appointed and they will, for the present at least, simply watch the situation and in their judgment the opposition sailings do not warrant any immediate reduction for rates for any particular sailing. 9734

Yours faithfully,

WHITE STAR LINE.

Per 9735

9736 **Petitioner's Exhibit 1888.**

April 9-09.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Northwest Transportation Co.

Your letter of the 31st confirming your cable received, which crossed ours of the 29th, commenting upon your message. You will have noted we have
9737 gone fully into the proposed action of the lines here. A committee has been established and we now enclose you copy of Mr. Sandford's memo of March 30, confirming the appointment of the committee and naming the members of same who will watch the situation.

Yours faithfully,
WHITE STAR LINE.
Per

9738

Petitioner's Exhibit 1889.

9739

(White Star Line.)

Passenger Department,
Liverpool, 8th April, 1909.

Per S. S. "Campania."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9740

North West Transport Line.

We are in receipt of your favor of the 29th ulto., and note your remarks with regard to certain of the Lines having no instructions as to the revival of by-law 22 to meet the competition of the North West Transport Line, and we have today written to Secretary Peters calling his attention to the matter and stating that we assume he will put himself in communication with Secretary Sandford with a view to unanimous action if he has not already done so.

We are interested to note your further remarks with regard to suggested increase in the third class East-bound Continental rates which most of the Continental 9741
Lines expressed their willingness to advance provided the increase also applied to the British Lines, and we may say that the latter will be quite agreeable to put the rate to as suggested subject to similar action on the part of the Italian and Continental Lines.

Yours faithfully,

For Ismay, Imrie & Co.

9742 **Petitioner's Exhibit 1890.**

(White Star Line.)

Passenger Department,
Liverpool, 31st March, 1909.

Per S. S. "Oceanic."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9743 *North West Transport Line.*

We have to confirm our cable of the 29th instant reading:

"Paris meeting: By-law 22 revived meet competition North West Transport; act accordingly with other Lines."

* * * * * *

Yours faithfully,
For Ismay, Imrie & Co.

9744

Petitioner's Exhibit 1891.

9745

March 29-09.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

Northwest Transportation Co.—Fighting Rate Steamers.

We beg to acknowledge receipt of your cable of the 29th, as follows:

> "Paris meeting by-law twenty-two revived meet competition Northwest Transport act accordingly with other lines."

9746

The Holland Line received a cable from their home office which requested a meeting of the Continental Lines to consider re-establishing the small committee. At the meeting, however, which we attended, the Lloyd Cunard and Hamburg being without instructions we could take no action, but as soon as we received your cable we informed the Secretary that we are prepared to join the other lines in appropriate action. We might add, however, that the Cunard Line at today's Mediterranean meeting, when the matter was touched upon, stated that they were much opposed to reviving the question of fighting rates in accordance with the plan outlined in By-law 22 of the Atlantic Conference.

9747

We would also state that in the cable of the Holland Line the suggestion was made that in view of the increase in rates to be made by the lines in the Mediterranean trade it would be desirable to sound the Continental Lines on the question of a like increase in their eastbound rates. The lines, however, in view of the poor eastbound movement are not a unit as to whether the present is an opportune time for increasing rates but most of the Continental Lines felt that they would be agreeable provided the increase also, applied to the British Lines.

Yours faithfully,
WHITE STAR LINE,
Per

9748 **Petitioner's Exhibit 1892.**

Liverpool cables, Internavco, N. Y.,
March 29, 1909.

Paris meeting by-law twenty-two revived meet competition Northwest Transport act accordingly with other lines.

(Copy to Vice President
& Third Class Dept.)

Petitioner's Exhibit 1893.

III Cl. Pass.,
9749 Sept. 10-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir:

Northwest Transport Line—Fighting Rates.

The Small Committee approached us on Wednesday and stated that it was the opinion of the Committee that the "Lapland" should be fixed as the fighting steamer against the "Uranium" of the Northwest Line sailing the same day. The present advertised rate of the "Uranium" being $25 less $3 the rate for the "Lap-
9750 land" will be $24 less $2.

In view of the Red Star Line being in the plus, we hesitated at first as to whether it was good judgment to select the "Lapland" when the "Baltic" of the White Star Line, which has a minus of 3,000 odd, was sailing the same day. After a canvass of the lines it seemed to be the opinion, however, that a direct sailing to the Continent, notwithstanding pool position, was the best competitor to select and therefore we put the reduced rate in effect for tomorrow's steamer. We therefore expect to have about 800 for this sailing.

Yours faithfully,
RED STAR LINE,
Per

Petitioner's Exhibit 1894. 9751

(COPY.)

Passenger Department,
Liverpool, 29th April, 1908.

H. Peters, Esq.,
Secretair,
Nordatlantischer Dampfer-Linien Verband,
Jena.

Dear Sir:

We beg to acknowledge receipt of your telegram of the 29th instant, reading: 9752

> "Holland Line got cable Avoca sailing postponed May 5th they move to oppose their Ryndam May 6th, with eleven dollars compensation account general pool wire."

and confirm our reply this afternoon reading:

> "Quite willing compensate Ryndam eleven dollars if all Pool Lines agree. And reducing Eashbound Italian rate American White Star via Cherbourg to $30 basis Turin."

Yours faithfully,
ISMAY, IMRIE & CO.,
(Itld) F. B. 9753

Copy of telegram from Secretary Peters 29th April, 1908.

* * * * * *

Holland Line got cable Avoca sailing postponed May 5th they move to oppose their Ryndam, May 6th, with eleven dollars compensation account general pool; wire.

9754 **Petitioner's Exhibit 1895.**

(White Star line.)

Passenger Department,
Liverpool, 20th June, 1908.

Per S. S. "Campania."

Passenger Department,
White Star Line,
New York.

* * * * * *

We are glad to see that you were in a position to command acquiescence in your view that the over-
9755 flow from ss. "Finland" should be given to the "Oceanic," and in accordance with the particulars as to the number of passengers so transferred, we have this day submitted our claim through Secretary Peters for the sum of $656.00. The copy of your letter to the Southampton office, however, on the subject does not appear to have been enclosed, but we have read with interest copy of your letter to the Red Star Line of the 9th.

Yours faithfully,
For Ismay, Imrie & Co.

9756

Petitioner's Exhibit 1896. 9757

Messrs. Ismay, Imrie & Co.,
Liverpool.

Dear Sirs:

Special—Frank Zotti & Co.

In our Mediterranean Service letter we referred to the meeting of the Continental Conference which was specially called to consider the inroads made by the Italian Lines on the Continental business of the Pool Lines. As we advised you Mr. Brown of the Cunard Line was present and the business of the meeting had 9758
been very harmonious when, to our surprise, the status of Frank Zotti & Co. was brought up, the Hamburg American Line presenting copies of his paper, the "Naroda Liszt" containing an advertisement of the N. Y. Continental Line with himself mentioned as their agent. Mr. Boas immediately proposed to disqualify Mr. Zotti.

As regards the matter of the advertisement we might explain that when this was brought to our attention at the previous meeting of the Continental Lines we called it to Mr. Zotti's attention, who stated that it was an advertisement which had been running in the paper for some time but that he would immediately have it 9759
changed and he has stated to us that the advertisement was discontinued at once. The papers in question were issued prior to the change. On the motion of disqualification which was seconded by the Austro Americana Line, all lines voted in favor except the Cunard Lines and ourselves, we feeling that it was not fair to go to the extent of disqualification before the case had a hearing. Mr. Brown of the Cunard Line in voting stated that his position on this matter should be well known to all and that he was not prepared to do away with Zotti until other matters were disposed of, he having reference to the stand which was taken by him

9760 *Petitioner's Exhibit 1896*

that as long as Mr. Delli Paoli was maintained as General Agent in Philadelphia by the Hamburg and White Star Line he would not give up Mr. Zotti as agent here. The stand he took excited the ire of Mr. Boas who very much resented the position he took and left the meeting in high dudgeon.

The incident is much to be regretted as up to the time that the case against Zotti was presented the meeting had been harmonious, it being the first time for many months that the Cunard Line had consented to attend a meeting. In fact they had withdrawn their objection to the fine in the case of agent Goldberger
9761 (who was found to have been assisting the Italian Lines by giving them information regarding Continental booking agents) in order to bring about harmony.

We understand Mr. Boas has strongly written to Hamburg and as this question of Frank Zotti agency will most likely be placed before the Atlantic Lines by Secretary Peters we desire to post you fully as to the position we took in the matter.

Yours faithfully,

WHITE STAR LINE,

Per

9762

Petitioner's Exhibit 1897.

9763

(White Star line.)

Steamship Department,
Liverpool, December 30th, 1910.

Special.

White Star Line,
Steamship Department,
New York.

Dear Sirs:

We have just received a telegram from Secretary Peters announcing that the Fabre Line have given notice of withdrawal from the Mediterranean agreement, and for your information we have cabled you accordingly. 9764

In accordance with the terms of the agreement the notice of one Line frees all on the 30th June next, unless in the meantime some arrangement is come to for continuing the agreement.

A meeting is already arranged in Paris for April 24th.

Yours faithfully,
For Ismay, Imrie & Co.
A. B. C.

9765

9766 **Petitioner's Exhibit 1898.**

(Red Star Line)

Passenger Department,
Antwerp, November 21st, 1910.

W. W. Jefferies, Esq.,
International Mercantile Marine Co.,
New York.

* * * * * *

Dear Sir:

Please find enclose N.D.L.V.—Minute 948 as well as new print of the schedules of cabin minimum
9767 rates as per agreement V. & W.

We are, dear sir,

Yours faithfully,
RED STAR LINE.

Petitioner's Exhibit 1899.

September 30th, 1910.

Edward Strasser, Esq.,
Red Star Line,
Antwerp.

Dear Mr. Strasser:

9768 I have been a great admirer of the statistics issued by Mr. Peters, known as "Strasser's Statistics," and I was yesterday using these statistics in pointing out to one of our very good agents how well the Red Star Line had done both east and westbound this year, and the fact that it had carried more first class passengers eastbound than the Holland America Line.

If you will refer to Statistic including figures up to the end of July you will find that the Red Star Line's carryings are given as 3861 as against 3576 by the Holland America Line.

* * * * * *

Yours very truly,

Petitioner's Exhibit 1900. 9769

July 8th, 1910.

American Line,
Passenger Department,
Southampton.

Dear Sirs:

Statistics for Mr. Peters.

We are in receipt of your unsigned favor of the 21st ulto., which we have very carefully noted.

"St. Louis" from New York, January 9th, 1909: Mr. R. Whitaker on Ticket 15833 was the Ex-First Officer of the S. S. "St. Louis." 9770

"Philadelphia" from New York, July 3rd, 1909: We note your remarks regarding Mr. A. C. Fetterolf, Mrs. Fetterolf and daughter, on Ticket 16141; but as Mr. Fetterolf is an official of the Company, it is, of course, immaterial to Mr. Peters whether anything was paid on the tickets or not.

Yours very truly,
PASSENGER DEPARTMENT.

9771

9772 **Petitioner's Exhibit 1901.**

AMERICAN LINE.

General
"Teutonic."

SOUTHAMPTON NEW YORK SERVICE,

Canute Road,
Southampton, June 21st, 1910.

Passenger Department,
American Line,
9773 Passenger Dept.,
New York.

Dear Sirs:

With reference to our letter of the 17th instant asking you for copies of the Eastbound manifests to enable Mr. Peters to check same, we have been endeavoring to arrange to supply the information from the tissues that you send us of First and Second Class passengers, but they do not contain sufficient particulars to enable us to put them before him. For instance: By the "St. Louis" from New York, 9th of January, 1909, ticket 15833 is marked "D. H.," and we find upon reference to the Passenger Lists was issued in fa-
9774 vor of Mr. R. Whitaker.

* * * * * *

Yours truly,

For American Line.

Petitioner's Exhibit 1902.

9775

(Red Star Line.)

Antwerp, 13th May, 1910.

W. W. Jefferies, Esq.,
New York.

Dear Sir:

N.D.L.V.

Please find enclosed copy of Minues 931-946 which we just received from the Secretary. We send these copies to you personally as per special arrangement.

Yours truly,

RED STAR LINE.

9776

Petitioner's Exhibit 1903.

NORTH ATLANTIC PASSENGER CONFERENCE.

18 James Street,
Liverpool, April 20th, 1910.

Important Notice to Agents.

Your attention is particularly directed to Clause 1 of the Revised Regulations to Agents, indicating the Steamship Lines forming the North Atlantic Passenger Conference, for which alone Agents of Conference Lines are permitted to act.

9777

* * * * * *

Agents are specially cautioned that they must not issue or procure tickets, book passengers, nor cause them to be booked, directly or indirectly, for any Steamship Line sailing from any Port in Europe to any Port in the United States or Canada except those forming this Conference. *Any Agent for a conference line found holding an Agency or booking Passengers for any non-Conference Line will be immediately disqualified.*

9778 **Petitioner's Exhibit 1904.**

January 27th, 1910.

Mr. T. C. Swain,
Messrs. Ismay, Imrie & Co.,
Liverpool.

Dear Mr. Swain:

It has been some time since I have received from you the translated copies of the A. C. Secretary's letters, which is the more strange to me, as we have been receiving regularly direct from Jena all the statistics of the A. C., and N. D. L. V., as well as the letters printed in German.

9779 * * * * * *

Yours very truly,

Petitioner's Exhibit 1905.

November 15th, 1909.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

In reading over the Atlantic Conference Secretary's letter G. 637, dated Jena, November 1st, the idea oc-
9780 curs to us that both Hapag and the Lloyd have misinterpreted Clause B of the Commentary to Article 11, as we cannot help feeling that the rates referred to therein were intended to apply only to the ports between which the steamers of a line may sail, and are not meant to include the line's ocean rate and inland transportation as well.

* * * * * *

Yours truly,
PASSENGER DEPARTMENT,
Per

Petitioner's Exhibit 1906. 9781

June 7th, 1909.

Messrs. Ismay, Imrie & Co.,
Steamship Department,
Liverpool.

Dear Sirs:

Passenger Situation.

We duly received your favor of the 19th ulto., together with the minutes of the meeting held in London on May 7th between the Cunard Line and the Continental Lines; also the minutes of the meeting held in Liverpool on May 13th and 14th, which resulted in the Scandinavian-American Line joining the Conference, for which please accept our thanks. 9782

We agree with you that the result of both meetings can be considered as quite satisfactory, and places the passenger business on a better basis than it has ever been on before.

Yours truly,
PASSENGER DEPARTMENT,
Per

9783

9784 **Petitioner's Exhibit 1907.**

(White Star Line.)

Steamship Department.
Liverpool May 19th, 1909.

Special.
Messrs. Lee & Franklin,
9 Broadway,
New York.

Dear Sirs:

Passenger Situation.

9785 We have pleasure in sending you copy of Minutes of the Meeting held in London on May 7th between the Cunard Company and Continental Lines, when, however, we were also present in connection with the negotiations for bringing the Cunard Company into the Eastbound Mediterranean agreement—see Minute No. 4. The record of the proceedings will post you fully as to what was decided and you will notice the Cunard Company's Westbound Hungarian traffic is now subject to the original arrangement made at the London Meeting in February last year.

We think the result of this Meeting may be considered satisfactory and removes any fear of trouble
9786 in the Mediterranean trade while the Agreement lasts, excepting so far as the Greek Lines are concerned, but they are not looked upon as a very strong opposition, and it has been considered undesirable to endeavor to bring them into the Agreement. We have also pleasure in sending Minutes of the Meeting held in Liverpool on Thursday and Friday last which has resulted in the Scandinavian American Line joining the Conference. This we also think a satisfactory arrangement. You will observe that they have joined the conference on the basis of their present operations and past carryings.

Petitioner's Exhibit 1907

9787

The Agreement you will notice is subject to the Hamburg American and Scandinavian American Lines continuing their Agreement regarding Baltic trade, which at present lapses at the end of the year, but Director Cold advised us he contemplated no difficulty arising in this connection.

Yours faithfully,

For Ismay, Imrie & Co.

North Atlantic Passenger Conference.

9788

31 James Street,
Liverpool, May 13th, 1909.

E. S. Smyth,
Secretary.

* * * * * *

The Committee appointed under Minutes of the Conference Meeting held on the 11th instant (clause 1), viz: Messrs. Aitchison, Lister and Cauty met Director Cold and Captain Moller of the Scandinavian-American Line at this office at 11 a. m. today, Mr. Cauty occupying the Chair.

The Chairman explained the reasons which prompted the British Lines to invite the Scandinavian-American Line representatives to meet them in Liverpool, and the position of the Scandinavian-American Line in the business was thoroughly discussed. 9789

Director Cold expressed the willingness of the Scandinavian-American Line to enter into an agreement with the other Lines, and the question of their joining the agreement turned upon the percentage of traffic to be allotted to them.

This question was discussed at great length, the committee offering the allotment of 2.46% Westbound and 3.51% Eastbound as per meeting held last Sep-

9790 *Petitioner's Exhibit 1907*

tember (being on the basis of 1906-1907 Carryings) informing Director Cold that although the recent carryings of the Scandinavian-American Line hardly justified so large a share, yet they were willing that Scandinavian-American Line should enter the agreement on the same basis as the other Lines.

Director Cold asked for 3% Westbound and 3.50% Eastbound at least, explaining that the period 1906 and 1907 was the most unfair to them that could be selected as a basis, and asked that a more extended period or other years should be taken.

* * * * * *

9791 Director Cold intimated that he was disappointed that the percentage offered him was so small, and he was unable to accept same, but he would not, on the other hand, insist on 3% Westbound. He reminded the committee that last September his Line was to be offered 2.60% West and he had expected an improvement on this.

It was explained that circumstances had altered since then, but eventually, finding the Danish Line's representatives obdurate, the committee increased their offer for the Westbound percentage to 2.60 per cent.

Director Cold, however, asked for 2.80 or 2.90% Westbound, accepting 3.50% Eastbound. The com-
9792 mittee could not agree to this proposal and neither side being prepared to make any further offer, the meeting closed without result.

Subsequent to the above meeting, the Chairman had an interview with Director Cold, as a result of which a further meeting was called on the 14th instant at 10 a. m., when after obtaining the assent of the other British Lines, a compromise was arrived at and a final agreement concluded, allotting to the Scandinavian-American Line 2.70% Westbound and 3.50% Eastbound.

(Sgd) A. B. CAUTY,
Chairman.

Petitioner's Exhibit 1907

(*Copy.*)

It is understood that today's agreement regarding steerage business is signed by me on behalf of Det Forenede Dampskibs Selskab subject to the contract between the Hamburg Packet Company and Det Forenede Dampskibs Selskab of the 21st December 1904, being prolonged up to 28th February, 1911, as to which I undertake to at once approach the Hamburg Packet Company and to give a definite reply before the 31st instant. I have no reason to expect the Hamburg Packet Company will raise any objection to the proposal. 9793

Should the Hamburg Packet Company refuse the proposal my signature to the said steerage agreement remains binding provided the A. C. Lines agree to cancel clause 5 of that agreement. 9794

(Signed) DET FORENEDE DAMPSKIBS SELSKAB,
C. M. T. Cold.

Liverpool, May 14th, 1909.

North Atlantic Passenger Conference.

31, James Street,
Liverpool, May 14th, 1909. 9795

E. S. Smyth,
Secretary.

Director C. M. T. Cold,
Det Forenede Dampskibs Selskab,
Copenhagen.

Dear Sir:

On behalf of the committee of the Conference Lines I beg to acknowledge receipt of your letter containing the condition under which you have signed the steerage agreement of this date.

Yours faithfully,

9796 **Petitioner's Exhibit 1908.**

(White Star Line.)

Liverpool, 19th May, 1909.

Per. s. s. "Majestic."

Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9797 We are in receipt of your letter of the 6th instant enclosing letter from Secy. H. Peters dated April 21st intended for us but apparently sent you in error, for which we thank you.

Yours faithfully,
For Ismay, Imrie & Co.

Petitioner's Exhibit 1909.

April 21st, 1909.

Mr. T. C. Swain,
9798 Messrs. Ismay, Imrie & Co.,
Liverpool.

Dear Mr. Swain:

I am in receipt of your favor of the 8th inst., with reference to the translation of the N. D. L. V. Letters, for which please accept my thanks, and I am sure that so far as you can you will see that the copies that reach us are more legible that heretofore.

With kind regards,

Yours very truly,

Petitioner's Exhibit 1910.

9799

(White Star Line.)

Passenger Department.
Liverpool, 8th April, 1909.

Per s s "Campania."

W. W. Jefferies, Esq.,
Passenger Department,
White Star Line,
New York.

Dear Mr. Jefferies:

I have your letter of the 30th ulto., and am very sorry to learn that the translations of the N. D. L. V. letters which we send you are not so legible as they should be. 9800

As quite a number of copies are taken it is difficult to have each copy in the set perfectly clear, but I have requested the persons concerned to give due attention to the matter so that each of the copies sent you shall be quite readable, and trust you will have no cause for complaint in this respect in future.

With kind regards,

Yours very truly,

T. C. SWAIN.

9801

9802 **Petitioner's Exhibit 1911.**

March 30th, 1909.

Mr. T. C. Swain,
30 James Street,
Liverpool.

Dear Mr. Swain:

I know it is not good form to look a gift horse in the mouth; but permit me to say that if the translations of the N. D. L. V. letters, which you are so good as to send us from time to time, were a little more legible there would be more pleasure in reading them, not only
9803 on my part, but also on the part of the Vice Presidents, who have frequently complained regarding this matter.

I presume you have to make quite a number of copies, which accounts for the faintness of the copies we receive; but if it is possible for you to get a little more ink on our copies it will be very much appreciated.

With kind regards, I am,

Yours very truly,

Petitioner's Exhibit 1912.

9804

January 4th, 1909.

Mr. T. C. Swain,
Messrs. Ismay, Imrie & Co.,
Liverpool.

Dear Mr. Swain:

I am in receipt of your favor of the 23rd ulto., which I have very carefully noted, and I want to thank you for falling in with my suggestion with respect to the A. C. and N. D. L. V. letters, which I note you have mailed to me personally, which is quite in order.

Yours very truly,

Petitioner's Exhibit 1913.

9805

(White Star Line.)

Passenger Department.
Liverpool, 23rd December, 1908.

Per s. s. "Cedric."
Passenger Department,
White Star Line,
9 Broadway,
New York.

Dear Sirs:

9806

We are in receipt of your favour of the 8th instant with regard to translations of N. D. L. V. letters from Secretary Peters and of those A. C. letters which are printed in a foreign language.

We approve your suggestion in this connection, and will arrange in future to prepare and forward, addressed to Mr. W. W. Jefferies, three copies of all such translations which are made here.

Yours faithfully,
For Ismay, Imrie & Co.

9807

9808 **Petitioner's Exhibit 1914.**

December 8th, 1908.

Messrs. Ismay, Imrie & Co.,
Passenger Department,
Liverpool.

Dear Sirs:

This office, for a number of years, has been receiving from Secretary Peters, all the circular letters of the N. D. L. V. which have been translated in this office, and three English copies made.

* * * * * *

9809 If the above meets with your approval, we would be very glad to receive from you promptly from time to time three English translations of the N. D. L. V. letters, and three copies of the translations of whatever A. C. letters may be printed in a foreign language, and as soon as we commence receiving these copies from you we will discontinue the practice of making translations here.

We beg to remain,

Yours very truly,
PASSENGER DEPARTMENT,
Per.

9810

Petitioner's Exhibit 1915.

9811

September 1, 1908.

H. Peters, Esq.,
Secretary Atlantic Conference,
Jena, Germany.

Dear Sir:

Your favor of the 12th ultimo also the package containing one copy each of circular letters G No. 1 to G No. 210 duly received, for which please accept our thanks.

The delay in acknowledging the above was occasioned by the absence of the writer from the office. 9812

Yours very truly,
PASSENGER DEPARTMENT,
Per.

9813

[redacted]

[redacted]

SUPREME COURT OF THE UNITED STATES

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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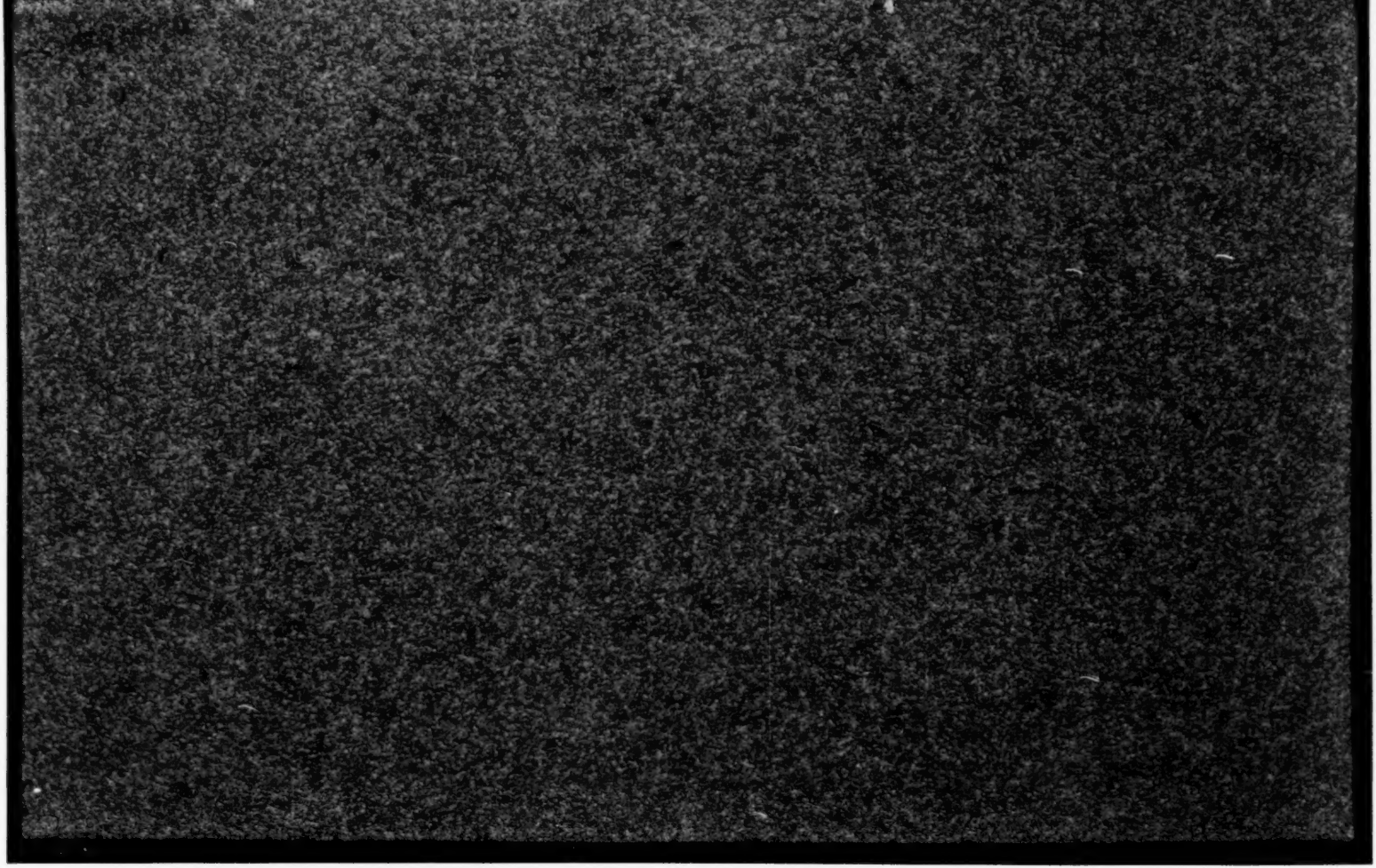

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME VII.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2360 Main.
1913

Petitioner's Exhibit 914.

9817

G. No. 1.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, 15th February 1908.

To the Parties to the General Pool:

The Norddeutscher Lloyd informs me that an agreement has been arrived at with the Canadian Pacific Railway and sends me a letter from Mr. Allan Cameron by which he advises that the Canadian Pacific Railway will accept 4.60% of the eastbound steerage pool and that he is prepared to sign the agreement on this basis. 9818

Lloyd writes, that the 4.60% are based on the total carryings of all the parties, the Canadian Pacific Railway's inclusive but exclusive of the Cunard Line's Fiume service. If this latter be included, the Canadian Pacific Railway's share would be 4.49%.

I have today sent the Agreement to Mr. Cameron for signature. 9819

Respectfully,

9820 **Petitioner's Exhibit 915.**

G. No. 2.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, 17th February 1908.

To the Parties to the General Pool:

9821 The White Star Line suggests that the Contract relating to the pooling of Westbound Continental traffic between the General Pool Lines and Canadian Lines should be made operative during the same period as the General Pool Contract viz from March 1st 1908 to February 28th 1911, instead of from January 1st last as at present arranged.

I shall be obliged for information whether there is any objection to this proposal.

Will the parties please also inform me how many copies of these circular letters they wish to get and whether they are to be sent under a special address.

Respectfully

9822 H. PETERS.

(Stamped): Ismay, Imrie & Co. Recd. 19 Feb. 1908. Ansd.

Petitioner's Exhibit 916. 9823

G. No. 3.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, den 21. Februar 1908.

To the Parties to the General Pool:

The Canadian Pacific Railway have returned to me 9824
the Original of the General Pool contract signed as follows:

> "The Canadian Pacific Railway agree to become a party to the above contract as far as Eastbound business is concerned and to accept 4.60% as their share of the total eastbound traffic as per Article 1, inclusive their own carryings, but exclusive Cunard Line's Fiume service. If Cunard Line's Fiume Service is included and if shared by all lines the Canadian Pacific Railway share of 4.49% will be accepted.
>
> The Canadian Pacific Ry Co. 9825
> (Atlantic Steamship Lines)
> Allan Cameron."

The percentages of the General Pool westbound and eastbound are under revision. As soon as I have got them acknowledged I shall inform the Parties and then send the printed copies.

Respectfully

H. PETERS.

(Stamped): Ismay, Imrie & Co. Recd. 24 Feb. 1908. Ansd.

9826 **Petitioner's Exhibit 917.**

G. No. 4.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, 29th February 1908.

To the Parties to the General Pool:

9827 The Hamburg-American Line have received the following cable from their New York Branch:

> "From a reliable source have just learned that the steamer "Volturno" has been chartered by New York Continental Line for two years at £600 monthly, charterers paying everything. She can carry 1400 steeragers."

The Hamburg American Line are informed that this is the third steamer which the New York Continental Line have secured for their passenger service New York-Rotterdam.

Respectfully

H. PETERS, p. Rep.

9828 P. S.

The present circular letter is the fourth one addressed to the parties to the General Pool. I have numbered it accordingly and with the litera G. (General Pool). If the parties find it suitable I beg to suggest to number:

Circular letter of		15th inst.	G. No. 1
"	"	17th inst.	G. No. 2
"	"	21th inst.	G. No. 3

Petitioner's Exhibit 918. 9829

G. No. 5.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, February 29th, 1908.

To the Parties to the General Pool:

Dear Sirs: 9830

I beg to confirm my today's telegram reading:

> "All parties agreed making Canadian Agreement operative 1st March 1908 until 28th February 1911."

The Hamburg American Line have given their consent in the assumption that the accounts of the Canadian Agreement will be closed on the 31st December, so that the first year embraces only ten months. I trust there will be no objection as to this being accepted.

Respectfully,

9831

9882 **Petitioner's Exhibit 919.**

G. No. 6.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, den 3. März 1908.

To the Parties to the General Pool:

9883 Dear Sirs,

I beg to confirm my today's telegram reading:

> "On account of shortage in N. D. L. V. eastbound pool Lloyd reduced eastbound New York regular steamers, Baltimore and Galveston steamers to 26 Dollars."

I take this opportunity to inform the parties in Great Britain that in a couple of days I shall furnish them with blanks for the statistics westbound and eastbound separate, a copy of which I beg to request to return to me with the necessary informations filled in, to enable me to compile the statistics. According
9884 to Art. 10 the first week, for which statistics are to be made up ends on the 7th inst.

Respectfully

Petitioner's Exhibit 920.

9835

G. No. 7.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, March 6th 1908.

To the Parties

9836

In the "Frankfurter Zeitung" of February 29th there is a report from Switzerland that Thos. Cook & Son intend to take the emigrant business also in hand. The first emigrant offices, which, it is stated, are to act as agencies of an English steamship line are to be established at several points in Switzerland. It might be well that the Lines give Thos. Cook & Son a hint, if the report should be true, that they would stop accepting their bookings of cabin passengers.

I shall be obliged by getting the views of the parties on this point, which I trust can be given by return.

Respectfully

9837

9888 **Petitioner's Exhibit 921.**

G. No. 8.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, March 6th 1908.

To the Parties

Newyork Continental Line.

In connection with circular letter G. No. 4 I hereby beg to advise you of the following letter which I re-
9839 ceived from the Holland American Line, they write as follows:

> "We learn that the steamship 'Volturno,' chartered by the New York Continental Line, can carry only 700 steerage passengers instead of 1400, as indicated in G. No. 4. She is a twinscrew steamer of about 3800 gross register tons and about 1500 tons' cargo capacity. Her speed is between 11 and 12 miles. Formerly she plied between Italy and France and La Plata ports. Owners are Messrs D. G. Pinkneys and Co. in connection with whom the firm of Furness, Withy & Co. is mentioned.
>
> 9840 "According to further intelligence received, the New York Continental Line have chartered for a long term two other steamers, viz:
>
> ss. 'Jelunga,' built in 1890, of 5206 tons gross and 3361 tons net
> ss. 'Avoca,' built in 1891, of 5324 tons gross and 3410 tons net
>
> "These latter steamers were formerly employed by the British India Steam Navigation Company."

Respectfully,

Petitioner's Exhibit 922. 9841

G. No. 9.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, March 6th, 1908.

To the Parties

Italian Lines & Continental Business. 9842

In the "Odessaer Zeitung" of 1st inst the Navigazione General. Italiana advertise for emigrants weekly direct sailings from Odessa at lowest rates. Anything I can find out further I shall inform the Parties of, if of sufficient importance.

Respectfully

H. PETERS.

9843

9844 **Petitioner's Exhibit 1262.**

G. No. 11.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, den 10. März 1908.

To the Parties:

9845 *Statistics.*

In Art. 3 of the Contract there are named under 4. 5. 6. 7. the four N. D. L. V. Lines individually but their share is stated jointly. The same applies to the three Immco Lines, for which also one joint percentage only is given. Such concentration is not favorable for the working of the Contract and specially not for judging which special line has to take measures of adjustment and whether measures proposed will answer their purpose. I shall therefore insert in the statistics the 4 N. D. L. V. Lines with their individual shares and shall be obliged for the Immco Lines giving me likewise their individual shares in the west-
9846 bound and eastbound steerage business.

Respectfully

Petitioner's Exhibit 924. 9847

G. No. 12.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Addresse:
Secretair-Jena.

Jena, March 11th, 1908.

To the Parties to the Atlantic Conference:

New York Continental Line. (G. No. 10.)

The Holland America Line write that their General 9849
Agency in Switzerland has received from the tourist office "Oceana" in Rotterdam the following letter:

"Wir beehren uns, Ihnen hierdurch die höfliche Mitteilung zu machen, dass wir am hiesigen Platze unter der Firma

"Reisebureau Oceana"

ein Passagebureau eröffnet haben und von der Königlich Niederländischen Regierung concessionirt sind. Wir sind die General Agenten der

New York und Continental Line,

welche einen directen Passagedienst zwischen Rotterdam Halifax und New York eingerichtet haben. 9849 Die Dampfer landen die Passagire für Canada in Halifax und gehen weiter mit den für die Vereinigten Staaten gebuchten Passagieren nach New York und machen die Seereise in etwa 9 Tagen.

Die Abfahrten finden wie folgt statt:
Volturno am Sonnabend den 21. März
Avoca " " " 4. April
Jelunga " " " 18. "
und weiter alle 14 Tage.

Petitioner's Exhibit 924

9850 Die Doppelschraubendampfer nehmen I., II. und III. Classepassagiere und haben eine vorzügliche Einrichtung. Sie sind mit allem Comfort der Neuzeit ausgerüstet (electrisches Licht etc.) und die Passagiere finden die allerbeste Verpflegung.

Unsere Nettorate, momentan M 90.—von Rotterdam nach Halifax und New York, mit Kost und Logis in Rotterdam frei, wird Ihnen ausserdem Veranlassung geben, uns recht viele Zuweisungen zu machen, in welcher Hoffnung wir uns Ihnen empfehlen.

9851 Hochachtungsvoll
Reisebureau Oceana."

The Holland America Line write further:

"The tourist office Oceana is managed by the notorious agent Landy as is also the tourist office Atlantic Express. It is evident that in the former he will do business for the New York & Continental Line and in the latter for the Russian Eastasiatic S. S. Co. Whether the

9852 Eastasiatic knows that Landy, besides representing them has also the agency of the New York & Continental Line or whether this latter knows that he is also working for the Eastasiatic Co. we are inclined to doubt or he would not have put himself to the expense of two offices."

"P. S. It is said that the New York & Continental Line which by former reports had chartered the steamers Avoca and Jelunga, has now bought them."

Petitioner's Exhibit 924

9853

I have written to the East-Asiatic Line, but I think they will have to tolerate that they must share Mr. Landy's favors with some other party.

As from the two letters it is evident that Mr. Landy makes his offer to established agencies of other Lines, clause 20 of the Bye-Laws will have to be put in operation, and the sooner the better.

I shall draw up a circular to agents and if the Lines would agree to it being a joint one the effect, no doubt, would be stronger.

Respectfully,

H. PETERS.

9854

(1) A letter of the same tenor as above is directed to an agent of the Hamburg Line.

9855

9856 **Petitioner's Exhibit 925.**

G. No. 12.

New York Continental Line (G. No. 10).

The Holland America Line write that their General Agency in Switzerland has received from the Tourist Office "Oceana" in Rotterdam the following letter:

"We herewith beg to advise you that we have opened in this City a Tourist Office, under the style of 'Reisebureau Oceana,' and have received the concession from the Royal Dutch Government. We are acting as General Agents
9857 for the New York and Continental Line, which has established direct sailings between Rotterdam, Halifax and New York. The steamers of the Line disembark passengers for Canada in Halifax, from where they proceed to New York with those passengers booked for the United States, and cover the trip in about 9 days.

"The sailings are fixed as follows:

'Volturno,' on Saturday the 21st March.
'Avoca,' " do " 4th April
'Jelunga,' " do " 18th do

etc., one every fortnight.

9858 "The steamers are fitted with twin screws and take 1st, 2nd and 3rd class passengers and are provided with excellent accommodation. The steamers have up to date appliances (electric light etc.), and passengers are boarded on the best victualling scale.

"We trust that our net rate, at present Marks 90 from Rotterdam to Halifax and New York, including board and lodging in Rotterdam, will give you the opportunity of sending us a good number of passengers, in which expectation, we beg to remain,

Yours respectfully,
Reisebureau 'OCEANA'."

Petitioner's Exhibit 926.

9859

G. No. 13.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 12th, 1908.

To the Parties to the Atlantic Conference.

New York—Continental Line. (G. No. 12.)

9860

Referring to G. No. 12 I beg to propose that the Lines should send the following circular to their Continental Agents. As most of the Continental Agents understand German it would not be necessary to have the circular in other languages. The Lines of course are at liberty to have it printed also in other languages if they think it expedient. As the French Line and the Austrian Line are also interested in measures against this new competition, I have taken it for granted that they will have no objection to join. If and where Lines have no direct intercourse with subagents, they would have to arrange somehow, that the circulars come into their hands. The agents in Switzerland, 9861
part of which are rather unruly will specially have to be attended to.

Objections of any line to its name being put under the circular or to issuing the circular I await by return.

Respectfully,

9862 *Petitioner's Exhibit 926*

Proposed Circular Letter:

"Die unten genannten Gesellschaften ersuchen hierdurch ihre Agenten sich jeder geschäftichen Verbindung direct oder indirect mit dem Reisebureau Atlantic Express und dem Reisebureau Oceana, zu enthalten. Agenten, die den erwähnten Firmen oder ihren inländischen Vertretern Passagiere zuweisen, oder in irgend einer Weise dazu behülflich sind, dass sie Passagiere erhalten, werden für sämtliche unten genannten Gesellschaften abgesetzt.

9863 März 1908.

Hamburg Amerika Linie.
Holland Amerika Linie.
Norddeutscher Lloyd.
Red Star Line.
Austro-Americana.
Cie. Gle. Transatlantique.
Allan Line.
American Line.
Anchor Line.
Canadian Pacific Ry. Co.
Cunard Line.
Dominion Line.
Donaldson Line.

9864 White Star Line."

Translation:

The Companies named below request their agents to abstain from any business connection direct or indirect with the tourist office "Atlantic Express" and the tourist office "Oceana." Agents, who book passengers for the firms mentioned, or for their agents, or who in any way assist them in getting passengers will be disqualified for all the Lines below.

H. PETERS.

Petitioner's Exhibit 1263. 9865

G. No. 14.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 13th, 1908.

To the Parties:

With regard to the Contract of the Atlantic Conference some amendments have been proposed as desirable, before it is definitely printed, which I herewith beg to submit for consideration.

9866

1) The Cunard Line's Fiume service being in the agreement eastbound, there ought to be deleted on page No. 1 under 3, the words, "their Fiume-Trieste service excepted" Appendix A excludes misunderstanding.

2) For the same reason the Canadian Pacific Ry. Co. should be added under No. 9.

3) The percentages in Art. 3 should be given as follows:

Westbound.

9867

1.	The Allan Line S. S. Co. Ltd. for its United States services	.62%
2.	The Anchor Line (Henderson Bros.), Liverpool,	3.40%
3.	The Cunard S. S. Co. Ltd. Liverpool,	13.75
4.	Hamburg Amerikanische Packetfahrt Actien Gesellschaft in Hamburg,	62.48%
5.	The Nederlandsch Amerikaansche Stoomvaart Maatschappy in Rotterdam,	
6.	Norddeutscher Lloyd, Bremen,	
7.	Societe Anonyme de Navigation, Belge Americaine (Red Star Line). Antwerp,	

9868 *Petitioner's Exhibit 1263*

8. I. M. M. Co. White Star Line,
American Line,
Dominion Line. } 19.75%

Eastbound.

percentages will be entered later

1. The Allan Line S. S. Co. Ltd. for its Canadian services (including Portland in the winter),
9869 2. The Anchor Line (Henderson Bros.) Ltd., Liverpool, do.
3. The Cunard S. S. Co. Ltd., Liverpool, for its Liverpool service, do.
The Cunard S. S. Co. Ltd., Liverpool for its Fiume-Triest service as per Appendix A, do.
4. Hamburg Amerikanische Packetfahrt Actien-Gesellschaft in Hamburg,
5. The Nederlandsch Amerikaansche Stoomvaart Maatschappy, Rotterdam, do.
6. Norddeutscher Lloyd, Bremen,
9870 7. Societe Anonyme de Navigation Belge Americaine, (Red Star Line) Antwerp,

8. I. M. M. Co., White Star Line,
" American Line,
" Dominion Line, } do.
9. Canadian Pacific Railway Co., Atlantic S. S. Lines, do.

The percentages of the N. D. L. V Lines and Immco Lines should be stated for each Line separately.

4. An additional clause to Art. 3 is suggested reading:

"The Cunard S. S. Co.'s Adriatic service, the Allan Line's Canadian services, and the Canadian Pacific Ry. Co. Atlantic S. S. Lines are not covered by this contract as far as westbound business is concerned."

5. In the commentary to Art. 11 should be added a new paragraph reading:

"In all cases under this contract where percentages have to be taken in consideration it is understood that in questions on westbound business, the westbound percentages, in questions on eastbound business the eastbound percentages, and in general questions the mean of the west and eastbound percentage of each line shall apply." 9872

6. With regard to Clause 11 of the Canadian Agreement, this requires alteration to conform to Art. 27 of the General Pool Contract.

Respectfully,

(Stamped): North Atlantic, Received, 16/3, 1908; Ackn'ld, No, 1908; Answered.....1908; Passenger Conference.

9873

9874 **Petitioner's Exhibit 927.**

G. No. 15.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 14th, 1908.

To the Parties to the Atlantic Conference.

Circulars.

Clause 16 of the Contract provides that:

9875 "the Lines undertake to send to the Secretary any printed matter and circulars sent to agents in relation to the steerage business so far as such matters are not of purely internal nature."

The practice with the N. D. L. V. Lines is that they send to the Secretary so many of their circulars, etc., that he can send to each Line so many as they may require. The Secretary gets them stamped, gives each set a current number returns one copy to the issuing line as proof that he has received the circulars, keeps one for himself on file and sends the rest out to the other Lines. This refers also to circulars issued in
9876 America, (clause 9 of the by-laws) and when there are cabin agreements, also interchange in this way their circulars, etc., on cabin business.

I send today two circulars and shall be obliged if the British Lines will inform me whether they are agreeable to the practice as described with the N. D. L. V. Lines or whether they prefer not to go beyond what clause 16 asks for.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 17, Mar., 1908. Ansd., 17.

Petitioner's Exhibit 1264. 9877

G. No. 16.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, den 16 März 1908.

To the Parties to the Atlantic Conference.

With reference to G. No. 11 I received the following reply:

9878

"* * * There being a number of distinctly separate Companies included in the N. D. L. V. Lines, it would appear only right that the individual shares for each of these Companies should be shown in the General Pool Contract, this being desirable for the working of the Contract, as you point out.

"In the case of the I. M. M. Co. the position is not quite the same and the Associated Lines are correctly provided for in the Pool under one percentage, being controlled from one centre, and it is not the intention to allot a separate percentage to each of these Companies.

9879

"The Red Star Line, however, will be shown separately as one of the N. D. L. V. Lines.

"Yours faithfully,

"HAROLD A. SANDERSON,

"For I. M. M. Co."

Under these circumstances I have no authority to show the individual shares of the N. D. L. V. Lines as in the contract one percentage only is provided for for them also.

Respectfully,

9880 **Petitioner's Exhibit 928.**

G. No. 17.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 17th, 1908.

To the Parties to the Atlantic Conference.

Russian Steamers.

9881 S. S. Estonia of the Russian Eastasiatic Co. arrived at Rotterdam from Libau with 226 passengers on March 13th, and proceeded on March 14th after having embarked 37 passengers.

Respectfully,

H. PETERS.

Petitioner's Exhibit 929.

G. No. 18.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

9882 Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 19th, 1908.

To the Parties to the Atlantic Conference.

Rectifications of Statistics.

These last days I have sent the westbound statistics, the eastbound statistics, and the statistics between the

---

Mr. Smyth attending to this for all Lines.

Petitioner's Exhibit 929 9883

Atlantic Conference and the Canadian Lines. I await to hear how many copies of each of these statistics each party requires.

As no doubt occasionally Rectifications of the numbers of passengers will have to be reported, I would ask this to be done in the manner, as indicated by the annexed form.

Further I should be obliged if the Lines would have attached to each manifest a slip as shown in the annex.

Deported or bondable steeragers are not to be included in the number of contract steeragers, (which means steeragers to be accounted for under the contract) but are to be reported separately which can be done, when rectifications are sent. 9884

Respectfully,

H. PETERS.

Annex to Circular-Letter G. No. 18.

Steamer	Date	from	Steeragers First Report Total Cont.	Steeragers Correct Number Total Cont.	Steeragers Rectification Total Cont.

Form for slip to be attached to manifests. 9885

Contract Steeragers.

	Total	Cont.
First Report,	....	....
Correct Number 1)	....	....

.....

Rectification +
sent to the Secretary .....th, 1908.

1) incl. Cabin passengers accounted for as steeragers as per Clause 2:

Manifest No. .....
.....
.....

9886 **Petitioner's Exhibit 930.**

G. No. 19.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 20th, 1908.

To the Parties to the Atlantic Conference.

Thos. Cook & Son.

9887 When Writing G. No. 7 my impression was, that it was the intention of Thos. Cook & Son to work for an outside Line. I have since been informed, that they are in connection with two British Lines members to the Atlantic Conference. This settles the matter.

Respectfully,

9888

Petitioner's Exhibit 931. 9889

G. No. 20.

NORDATLANTISCHER DAMPFER—LINIEN VERBAND.

Secretariat
Telegramm-Adresse:
Secretair-Jena

Jena, March 20th, 1908.

To the Parties to the Atlantic Conference.

Newyork—Continental Line. (*G. No. 13.*)

With reference to the proposed circular several lines 9890
have expressly and unconditionally consented, and others have made the reserve, that all lines join. From no Line I have received objections and it is therefore justified to say that all the Lines will send the circular to their agents.

By one Line it is proposed that in the second Line of the German text behind the word "Verbinding" there be interpolated the words, "direct oder indirect."

I now await that the Lines with as little delay as possible will send out the circular and let me have a copy of it.

Respectfully,

H. PETERS. 9891

Would suggest Mr. Symth issue circulars and supply British Lines.

Circulars sent to agents as recd from Mr. Smyth on 25/3/08.

9892 **Petitioner's Exhibit 932.**

No. 21.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 23rd, 1908.

To the Parties

Russian Steamers.

9893 S. S. "Petersburg" of the Russian Volunteer Fleet left Libau March 16th with 289 souls, arrived at Rotterdam 19th and landed there 44 passengers for Argentine & Capetown via London. After having embarked in Rotterdam 50 steeragers she proceeded for Newyork on 21st afternoon.

The Holland American Line write it is reported that the Russian Volunteer Fleet after their sailing from Rotterdam on April 4th will have no departure within a month and that also the East Asiatic Company will have no sailing within 4 weeks. It is not stated if this applies only to Rotterdam or to Libau also.

Respectfully,

9894 H. PETERS.

Petitioner's Exhibit 933.

9895

No. 22.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 23rd, 1908.

To the Parties.

Statistical Returns. (G. 11 & 16.)

I received the following communications from the Allan Line:

9896

"* * * We would point out, however, that we strongly protest against the method you have adopted of combining the percentages of the Continental Lines with the Combine Lines in your Eastbound Returns. In all the Returns, the percentages of each Line should be shown separately, as otherwise it will be impossible to properly comply with article 11 of the General Pool Contract. Please give this matter your attention."

Anchor Line:

9897

"* * * We have now before us your 'Weekly Statistics' for 1st—7th March, 1908, both Eastbound and Westbound. We desire to point out that we do not approve of the way you have shown the shares that some of the Lines are entitled to. In the case of the Anchor, Allan, Canadian Pacific and Cunard Lines in the Eastbound Return, we have nothing to say. But we do protest against the slumping of shares that you show in the case of the I. M. M. Co.'s and the N. D. L. V. Lines. We have to ask you to show each Lines' share

9898

separately and where a 'service' of a Line has a special share allotted to it that share and service should be shown distinct from other service the Line may have.

"We also consider that so far as the Westbound Return is concerned the I. M. M. Co.'s should apportion their 19.75% between the American Line, Dominion and White Star Lines and record the allottment. The N. D L. V. Lines in our view should be asked to follow out the same plan."

9899 I await to hear what the other Parties have to say on the subject. A desire has been expressed to have the different Returns printed on different colored paper. This will be attended to.

Respectfully,

H. PETERS.

9900

Petitioner's Exhibit 1265. 9901

G. No. 23.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 24th, 1908.

To the Parties:

Competition against "Volturno."

Yesterday I sent the following telegram: 9902

> "All parties have agreed Hapag to meet Volturno competition eleventh April by twenty-three Dollars rate, Hapag to be compensated for such reduction up to seven Dollars per adult by all Lines in proportion of their east-bound percentages."

which is hereby confirmed.

Respectfully,

9903

9904 **Petitioner's Exhibit 934.**

G. No. 24.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 25th, 1908.

To the Parties.

Russian Steamers. (G. No. 21.)

9905 S. S. "Lituania" of the Russian East Asiatic S. S. Co. arrived from New York at Rotterdam on March 23rd with 550 souls, debarked there 465 steeragers & proceeded the same day to Libau.

Respectfully,
H. PETERS,
p P. P.

Petitioner's Exhibit 935.

G. No. 25.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
9906 "Secretair," Jena.

Jena, March 26th, 1908.

To the Parties.

Russian Steamers (G. No. 24.)

S. S. "Saratow" of the Russian Volunteer Fleet sailed yesterday from New York with 22 second class passengers & 1015 steeragers. About 300 transferred to S. S. "Estonia" of the Russian East Asiatic S. S. Co., which steamer leaves N. Y. on April 1st.

Respectfully,
H. PETERS,
p P. P.

Petitioner's Exhibit 1266. 9907

G. No. 26.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 30th, 1908.

To the Parties:

Statistical Returns (*G. 11, 16, 22*)

On this point I received further the following tele- 9908
grams from Cunard:

> "As in each of the eastbound and westbound statistics returns received up to date we are shown as plus we consider it absolutely necessary to enable us to review position in terms of general contract that each single line's percentage be shown separately."

Canpac:

> "Referring your wire regarding Cunard contention we also strongly urge each Line's percentage should be shown separately."

9909

As to the eastbound percentages for N. D. L. V. and Immco being shown as one this is only temporary and they will appear in the statistics as two separate parties as soon as a slight difference that has arisen between them is settled, which I trust will be very soon.

But what is wanted is, that the percentages of the individual N. D. L. V. Lines and of the individual I. M. M. Co. Lines and the position of each of them towards their share be shown. The general feeling is evidently that the pooling arrangement cannot work

9910 *Petitioner's Exhibit 1266*

satisfactorily unless that be done. The Canadian Pacific Ry. Co., write:

> "We strongly urge that the percentages shown in the first page of Eastbound statistics should be given for each Line showing separately the percentage for each Line of the I. M. M. Co. as well as the N. D. L. V. Cos., so that the Lines may correctly ascertain their position in relation to each other. We most particularly urge that in any case the percentage pertaining to the Canadian Line of the I. M.
9911 M. Co., be stated so that all the Canadian Lines may know the position relative to each other."

The N. D. L. V. Lines are quite willing to appear in the statistics with their percentages individually if the I. M. M. Co. are agreeable as far as their different Lines are concerned.

I therefore submit to the I. M. M. Co. Lines to reconsider if, quite apart from the question of their being bound to do so, it would not be to the interest of all concerned, to meet the wishes of the other Lines.

Respectfully,

9912

Petitioner's Exhibit 936. 9913

G. No. 27.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 30th, 1908.

To the Parties:

Advance in Continental rates.

9914

On Thursday last I informed the Parties that the Continental Lines intended to advance steerage rates all round four dollars except for Continental steamers sailing about same date as steamers of opposition lines, and that they further intended to advance westbound steerage rates all round by ten marks, requesting British Lines to increase their eastbound and westbound Continental steerage rates accordingly.

Today I wired as follows:

> "All lines have agreed immediate advance Continental steerage rates eastbound four dollars, westbound ten marks."

9915

to which I beg to add that the Allan Line has excepted their Havre direct service. The traffic on this service being comparatively small and besides being in the Pool I considered it not desirable to delay the advance further and therefore did not mention the exception in my telegram. I hope there will be no objection and the advance will have been put in operation already on receipt of this circular letter.

Respectfully,

9916 **Petitioner's Exhibit 937.**

G. No. 28.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 31st, 1908.

To the Parties:

New York and Continental Line.

Messrs. Ismay, Imrie & Co., Liverpool send me copy of a letter received from their London E. C. of-
9917 fice, reading:

"We enclose card of the New York & Continental Line who have opened an Agency here, and are attempting to book passengers through from London to Halifax & New York. The Agents are Messrs. C. Morris & Coy, 88 Fenchurch Street, and their office was opened today. They have no fares in print, but are quoting £5.5.0 London to New York and £5 London to Halifax steerage and £7.10.0 2nd Class to either port. Passengers for New York are not forwarded by rail from Halifax, but stay on board the steamer until her arrival
9918 at New York. You will notice that the card does not bear any agency name. We do not think they will succeed in getting any business from London, but will continue to watch the situation, and advise you of any developments.

"No doubt you are being posted by your Rotterdam Agents as to what is going on there in connection with this Line."

The card referred to is a time table showing fortnightly sailings beginning westbound March 21st from Rotterdam up to July 11th and eastbound from New York April 9th, up to July 30th.

Respectfully,

H. PETERS.

Petitioner's Exhibit 1267. 9919

G. No. 29.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 1st, 1908.

To the Parties:

Competition against "Volturno." (G. No. 23.) 9920

On 30th ultimo I wired that after a general advance in eastbound continental rates had been agreed their compensation of seven dollars must be increased to eleven Dollars if the Parties wish them to continue a $23 rate for their steamer Pretoria in opposition against Volturno April 11th. To this I received the following replies:

Lloyd (Translated):

> "Upon reconsidering the question of compensating an excess party for quoting a fighting rate we cannot assent to Hapags proposal. As to scruples regarding measures as resolved in this case we refer to our to-day's letter." 9921

Anchor:

> "As Hapag had agreed to oppose Volturno on a seven Dollar compensation basis do not consider this should be disturbed now."

Ismay:

> "Referring your telegram thirteenth think original arrangement for seven dollars compensation to Hapag should be adhered to in connection Volturno competition."

9922 *Petitioner's Exhibit 938*

Allans:

"Having already agreed compensate Hapag our pool percentage seven dollars not inclined increase at present."

Americana (Translated):

"With reference to eastbound reduction eleventh April and compensation of eleven dollars resulting from it we share Hapags views."

Star (Translated):

9923 "Agree Hapags proposal regarding compensation eastbound in opposition to Volturno."

No reply so far from the Cunard Line and the Canadian Pacific.

I have informed Hapag that there are Lines differing from their view, and it rests therefore with Hapag if they will continue the $23 rate or not.

Respectfully,

Petitioner's Exhibit 938.

G. No. 30.

9924 ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 2nd, 1908.

To the Parties:

Russian Steamers. (G. No. 25.)

S. S. Estonia of the Russian East Asiatic S. S. Co. sailed from Newyork April first with 1050 steeragers. 350 were transferred to S. S. Petersburg April eight.

Petitioner's Exhibit 939. 9925

G. No. 31.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 3rd, 1908.

To the Parties:

Advance in Continental Rates. (G. No. 27) 9926

Referring to the latter part of G. No. 27 I beg to add some remarks.

The first reply of the Allan Line with regard to the proposed advance was, that they were agreeable except for Havre direct service.

I then wired:

> "In case your not joining proposed advance continental steerage rates for your direct Havre service should be the only obstacle would you insist?

to which I received Allan's reply: 9927

> "Cannot entertain increase Havre rate which was not reduced, when other Continental rates were."

and the following letter of March 30th:

> "We have your two wires—the first asking if we find it necessary to insist on maintaining our Havre rates at their present level even if all other Lines agree to advance Continental steerage rates—the second intimating that all Lines have agreed immediate advance of Continental steerage rates as proposed.

9928 *Petitioner's Exhibit 939*

"We regret that any difficulty should have arisen, but we think this is due to your having misunderstood our position. We never reduced the rates by our Havre service at the time when all the Continental Lines, with the possible exception of the C. G. I. made heavy reductions in their rates. The advance now proposed by the Continental Lines appears to be only a partial restoration of rates towards the level at which they were previous to reduction.

9929 "As regards all our other services except Havre, we are quite willing to make advances the same as agreed by other Lines, but as regards Havre, seeing that we did not follow the reductions, the other Lines can have no reason for calling upon us to advance until it is proposed to advance other rates to a higher level than that which existed before the reduction.

"As to the advance by our services other than Havre, our latest advice is to the effect that the Canadian Pacific Rly. Company agree to the proposed advance only as regards United States business. We do not know what reason they have for wishing to maintain low

9930 rates from Canada, but if they adhere to this position, we must of course be at liberty to quote the same rates."

With reference to the last paragraph I have to advise, that the Canadian Pacific Ry. Co. whilst first limiting the advance to their U. S. Continental business in their last telegram they agreed to the proposed advance of Continental rates without reserve.

Respectfully,

Petitioner's Exhibit 940. 9931

G. No. 32.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 3th, 1908.

To the Parties:

Russian Steamers. (G. No. 30.)

S. S. Cherson (Russian Volunteer Fleet) sailed from Libou March 30th with 447 souls. 9932

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 6 Apr. 1908. Ansd.

9933

9934 **Petitioner's Exhibit 941.**

G. No. 33.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 4th, 1908.

To the Parties:

Statistical returns. (G. No. 26.)

The Anchor Line write:

9935 "We are pleased to see Cunard & Can. Pacific Lines have wired you on this subject and we again must press for each Contract Line to have its percentage quota published in your returns.

"We note that so far as the Eastbound returns are concerned the slumping of the N. D. L. V. & I. M. M. Co.'s percentages is only a temporary expedient to enable the companies time to overcome a slight difference that has arisen between them. We would point out however that this want of unanimity is of no concern to other Contract Lines and prevents
9936 these Lines from properly or satisfactorily working their business as required by clauses in Contract.

"We do not see any use in our sending to you through the Liverpool Secretary any further returns until the N. D. L. V. and the I. M. M. Co.'s arrange to table their percentage quota for each of their several Lines.

"Your G. No. 27. We have duly cabled to New York and to our continental agents the advance in rates east and westbound recently arranged."

Defendant's Exhibit 25 9937

I do not think that the Anchor Line can justify to withhold the statistical returns, as for the differences amongst the lines there is the appeal to Arbitration, besides that Art 10 provides a fine of £5 a day for a line delaying the delivery of its statistics for more than 3 days.

Respectfully,

H. PETERS,
P. Rep.

Defendant's Exhibit 25.

9938

G. No. 34.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 6th, 1908.

To the Parties:
Filip Laszlo.

A certain Mr. Filip Laszlo has, it seems, written to several S. S. Lines asking for a subvention of a paper 9939
on emigration the issue of which, he says, is favored by the Hungarian Government. As equivalent for such subvention he holds forward, that he would write articles in it in favor of foreign *i. e.*, Non-Hungarian S. S. Lines. At the same time he offers his services as agent.

All the Continental Lines have received letters of such content and so has the White Star Line. All of them have declined to enter on his proposal.

Respectfully,

H. PETERS.

9940 **Petitioner's Exhibit 1268.**

G. No. 35.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 6th, 1908.

To the Parties:

Statistical Returns. (G. No. 33.)

9941

I received today the following letter from Mr. Ismay, dated April 2nd:

> "Referring to your circular letter G. No. 26 of the 30th ultimo and your previous communications regarding the I. M. M. Co.'s percentage of the Westbound and Eastbound Pools, while I am not prepared to admit that there is any obligation on the I. M. M. Co. Company to declare a percentage for each of the associated Lines, I am willing to fall in with your request, and name the following division, viz:

9942

	Westbound		Eastbound	
American, Southampton	2.96		6.77	
Liverpool	3.72		1.99	
Dominion	4.47		1.51	
White Star (New York & Boston)	8.60	19.75	15.56	25.83

> "In doing so, however, I reserve the right to alter these figures from time to time, as I may consider necessary, and only consent to

name an allotment to each company in the desire to met the views of the other Lines as far as possible."

All parties no doubt will be glad, that the difficulty that had arisen as to each Line's percentage being shown has been overcome to the extent as stated above, and I shall now ask the N. D. L. V. Lines their assent to show also their individual shares.

As to the right reserved I am awaiting to hear whether there is anything to be said against it.

From G. No. 33 Parties know that there is still a very small difference as to eastbound percentages be- 9944
tween the I. M. M. Co. and the N. D. L. V. which will be referred to arbitration these very next days. As it is a simple case not requiring much studying on the part of the arbitrator, I think the point in dispute will be decided in latest a fortnight. I would therefore propose that I be permitted to delay the eastbound monthly statement for March which under Art. 10 has to be issued not later than April 15th a few days longer. In the meantime I would, if not objected to, inform the Lines privately and without prejudice of the position of each Party in the eastbound Pool.

Respectfully, 9945

H. PETERS.

9946 **Petitioner's Exhibit 942.**

G. No. 36.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1908.

To the Parties:

Russian Steamers. (G. No. 32.)

S. S. "Cherson" (Russian Volunteer Fleet) arrived at Rotterdam on April 3rd with 384 steeragers
9947 from Libou. Embarked at Rotterdam 70 steeragers and proceeded April 5th for New York.

S. S. "Saratow" (Russian Volunteer Fleet) arrived at Rotterdam on April 5th with 1015 steeragers and 22 second class passengers from New York, landed 950 steeragers and proceeded April 6th for Libau.

Petitioner's Exhibit 943.

G. No. 37.

ATLANTIC CONFERENCE.

9948 Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1908.

To the Parties:

New York & Continental Line.

S. S. "Avoca" left Rotterdam on April 4th for Halifax; she had on board 22 steeragers of which 10 sailed to Halifax; besides 2 cabin passengers for New York

Petitioner's Exhibit 1269. 9949

G. No. 38.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1908.

To the Parties:

Competition for Continental eastbound steerage business via Mediterranean Ports. Johnson & Co. 9950

On 5th inst. Hapag & Lloyd notified that they had received the following identic cables from their New York representatives:

> "Johnson, General Agent, East Asiatic, issued circulars allowing agents book 'Re d'Italia' (Lloyd Sabaudo) April 9th to Triest and Fiume $23, Oderberg. Basel $24, Krakau, Wien $25, Budapest $26, Prag $27, Agram $28, Commission three dollars, instruction draw orders on Asiatic blancs. Johnson also General Agent Scandinavian and Subagent British Lines." 9951

I passed it on to the Secretary of the British Lines adding: "Have British Lines any proposal to make?"

This morning I received the following telegram from Mr. Symth:

> "Referring your telegram *re* Johnson New York instructing agent book Lloyd Sabaudo Line reduced rates. Lines have no definite information from American representatives. In view circumstances consider matter should be

9952 *Petitioner's Exhibit 1269*

referred immediately New York Conference for action and am wiring New York Conference terms your message."

It is evident that the action of Johnson & Co. will, if successful very seriously interfere with the interests of the Lines in the Atlantic Conference, the more so as it may induce other Italian Lines under the present circumstances to take the same course.

It would therefore be well if the British Lines could see their way, to induce Johnson & Co. to desist from booking continental passengers via Italian ports. Per-
9953 haps they could further in view of their friendly relations with the Scandinavian American Line, use their influence that this Line takes similar steps. I have also tried to find out whether there is a chance that the Russian East Asiatic Co. might be willing to fall in, as they are also directly interested with their eastbound traffic via Rotterdam.

I am not informed how far clause 20 of the Byelaws of the Atlantic Conference Contract can be made applicable to the present case. But it seems to me, if under the pooling arrangement it is not possible to get a better control of the agents working for the Parties, so as to prevent them from working for outside competing Lines, then the contract will fail in the hoped
9954 for result of obtaining higher rates, for the uncontrolable agents will always find it to their interest to attract and to encourage competition.

Respectfully,

(Stamped): North Atlantic Received 10/4 1908. Ackn'ld Do 1908. Answered Do 1908, Passenger Conference.

Petitioner's Exhibit 944.

9955

G. No. 40.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 9th, 1908.

To the Parties:

Russian Steamers. (G. No. 37.)

S. S. "Petersburg" left New York April 8th with 1173 steeragers.

9956

S. S. "Korea" of the Russian East Asiatic S. S. Co. left Libau April 6th with 365 steeragers and four cabin passengers for New York via Rotterdam.

Petitioner's Exhibit 945.

G. No. 41a.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

9957

Jena, April 13th, 1908.

To the Parties:

Russian Steamers. (G. No. 40.)

S. S. "Korea" of the Russian East Asiatic S. S. Co. arrived at Rotterdam from Libau April 9th with 365 steeragers and 4 cabin passengers, of which she landed 147 steeragers destined for Cape Town and Argentine Republic, embarked 30 passengers and proceeded April 11th to New York.

9958 **Petitioner's Exhibit 946.**

G. No. 42.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 14th, 1908.

To the Parties:

New York Continental Line.

9959

S. S. "Volturno" sailed from Newyork on the 12th instant with 450 steeragers; another report states 478.

9960

Petitioner's Exhibit 947. 9961

G. No. 43.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 15th, 1908.

To the Parties:

Referring to the last part of G. No. 35 I beg to inform the parties that the position in the eastbound 9962
Pool on April 7th is very approximately:

	Excess	Shortage
Hamburg American Line		2068
Holland American Line	761	
Norddeutscher Lloyd	2110	
Red Star Line		1141
Allan Line		1281
Anchor Line	628	
American Line	191	
Dominion Line		415
White Star Line		734
Canadian Pacific Ry. Co.	116	9963
Cunard Line	1833	
	5639	5639

I beg to repeat that these figures are given in the way of private information and without prejudice to any Line's rights.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 18 Apr. 1908. Ansd.

9964 **Petitioner's Exhibit 948.**

G. No. 44.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 16th, 1908.

To the Parties:

Russian Steamers. (G. No. 41.)

S. S. "Estonia" of the Russian East Asiatic sailed from Newyork April 2nd and arrived at Rotterdam
9965 April 12th with 1050 passengers. Landed 920 and proceeded April 14th to Libau.

Petitioner's Exhibit 949.

G. No. 45.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 18th, 1908.

9966 To the Parties:

"Avoca."

I beg to confirm my yesterday's telegram reading:

> "Continental Lines propose compensate Lloyd steamer Seydlitz Dollars five per adult fighting against Avoca eastbound twenty-third April provided British Lines join pro rata their percentage. Please wire."

to which have replied:

Petitioner's Exhibit 949 9967

1) Allans: 17/4. 11.55 V.

"Do not object provided all other British Lines agree."

2) Anchor: 17/4. 12.32 V.

"We agree proposal *re* Seydlitz opposing Avoca 23 April compensating 5 dollars per adult pro rata percentage provided other lines' assent obtained, we understand Lloyd reduce their rate by five dollars."

Respectfully,

9968

3) Canpac 18/4th 1 P. M.:

"Your telegram seventeenth regret cannot agree participate in compensating Lloyd steamer 'Seydlitz' fighting against 'Avoca' eastbound."

4) Ismay 18/4th 1.53 P. M.:

"Are prepared compensate Lloyd's five dollars per adult for sailing Seydlitz April twenty-third, provided all other British Lines agree."

As the Canadian Pacific Ry. do not agree with the Continental Lines proposition, the question of a $5 compensation for S. S. Seydlitz 23rd instant must be considered as fallen through. 9969

5) The reply from the Cunard Line is just received, reading:

"Provided all Lines approve we agree compensate Lloyds steamer 'Seydlitz' 23rd April up to five dollars."

Jena, April 18th, 1908.

9970 **Petitioner's Exhibit 950.**

G. No. 46.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 18th, 1908.

To the Parties:

Allan's Line's Havre rate. (*G. No. 41a*)

9971

Please have corrected G. No. 41 dated April 13th to G. No. 41a.

The Allan Line write April 14th:

"We have yours of 8th inst. (G. No. 41). We think the position in regard to our Havre service should be perfectly clear from what we have already written on this subject. Since we began carrying steerage passengers by our Havre service, the rate has been 140 francs from Havre, and during all the fluctuations that occured since that time it has remained

9972 unaltered. Last summer, the rate from other Continental ports was 130 marks. This rate was reduced by rate cutting which took place before the Conference meeting in London to less than 120 marks. The latter rate has now been restored by general agreement to 130 marks. It is surely clear that as the Havre rate was never reduced, it does not require to be increased now in order to maintain the basis existing before the rate war.

"The same position applies as regards Eastbound business. Last summer the Eastbound

rate by Continental Lines was 30 dollars which was reduced by rate cutting to 24 dollars and upwards, and has now been restored under agreement by the Lines to 30 dollars, while the rate in force Eastbound to Harve by our service to that port has remained throughout at 27 dollars 50 cents."

Respectfully,

Petitioner's Exhibit 951. 9974

G. No. 47.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, 21 April, 1908.

To the Parties:

"Jelunga." 9975

S. S. "Jelunga" of the New York and Continental Line left Rotterdam on April 18th with 19 steeragers for Halifax & 6 for New York.

Hapag has following cable from New York: Avoca arrived Halifax April eighteenth with broken main steam pipe, will repair Halifax, departure hence uncertain.

9976 **Petitioner's Exhibit 952.**

G. No. 48.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 23rd, 1908.

To the Parties:

Statistical Returns (G. No. 35.)

9977 With reference to G. No. 35 I beg to state that the Continental Line's percentages henceforth will be shown separately for each Line in the statistics. I have however to notify that the Hamburg American Line and the Holland American Line reserve the same right as the I. M. M. Company and that the Norddeutscher Lloyd takes it for granted, that such alterations of the percentages as the I. M. M. Co. have reserved the right of can only take effect at the beginning of a year.

The small difference on percentages between the I. M. M. Co., and the N. D. L. V. Lines will, I expect, be settled in the course of this week and I will then submit fresh proofs of the Agreements with pro-
9978 posed alterations for consideration and if there are no objections then, I will have them printed definitely. If any of the Lines wish to get copies interleaved with blank paper I shall be obliged for stating the number of such copies.

Respectfully,

Petitioner's Exhibit 953. 9979

G. No. 49.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 23rd, 1908.

To the Parties:

Weekly Statistics, Eastbound.

9980

I beg to inform the Parties that the position in the eastbound Pool on April 15th is very approximately:

	Excess	Shortage
Hamburg-American Line		839
Holland-American Line	1287	
Norddeutscher Lloyd	3392	
Red Star Line		1987
Allan Line		1574
Anchor Line	446	
American Line		86
Dominion Line		584
White Star Line		1965
Cunard Line	2264	
Canadian Pacific Ry. Co.		354
	7389	7389

9981

These figures are given in the way of private information and without prejudice to any Line's rights. Henceforth the exact figures for each Line from the beginning will be shown in the statistics.

Respectfully,

9982 **Petitioner's Exhibit 1270.**

G. No. 50.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 23rd, 1908.

To the Parties:

9983 *Continental Passengers by Italian Lines (G. 38)*

The Hamburg-American Line send me a Circular of A. E. Johnson & Co., of which the following is a copy:

Russian East Asiatic S. S. Co., Ltd.

Russian-American Line
Direct Service Libau-New York

Rotterdam-New York Line
Direct Service Rotterdam-New York

Cable Address:
9984 Maxolaf
New York.

A. E. Johnson & Co. Gen. Pass. Agts.
1 & 27 Broadway.

New York, April 3rd, 1908.

To our Agents:

You can book for the S. S. Re'd'Italia from Pennsylvania Dock B. Jersey City on Thursday, April 9th at 2 P. M. at the following rates:

Petitioner's Exhibit 1270 9985

	Gross	Commission	Net
Budapest	26.00	$3.00	23.00
Fiume	23.00	"	20.00
Trieste	23.00	"	20.00
Basel	24.00	"	21.00
Prague	27.00	"	24.00
Oderberg	24.00	"	21.00
Agram	28.00	"	25.00
Vienna	25.00	"	22.00
Krakau	25.00	"	22.00

Advise us immediately how many we may expect from you as the Steamer will run full and we cannot 9986
transfer any passengers.

Draw orders on R. E. Asiat. S. S. Co. blanks. These rates apply to April 9th sailing only.

Yours very truly

A. E. JOHNSON & CO.

This is the circular to which my telegram of 5th inst. and circular Letter G. No. 38 referred. The Lines interested in Mediterranean business have in the mean time seen from Mr. Crespi's letter to Mr. Ballin that the Italian Lines have instructed their 9987
agents in New York to accept Greek and Austrian steerage via Naples or Genoa, in order, as he puts it to protect their interests against the American, the French and the Austro Americana Lines.

What the result has been for the Re d'Italia I do not know, as only the total number of steeragers (2050) is given and nothing special is stated about continentals. Neither did I hear, that other Italian Lines have taken similar measures or that it is going to be continued for the Lloyd Sabaudo sailings except that in a cable which Hapag received from New York on

9988 *Petitioner's Exhibit 1270*

18th inst. a "rate of twenty dollars to the Continent" is mentioned.

I beg to add what the Anchor Line answer to G. No. 38:

"We look upon the danger of this move on the part of an Italian Line with great concern. We learned here the other day it was the intention of a Line in the Adriatic to at once go into competition with the North Atlantic Companies for Eastbounders whose homes were in Eastern and South Eastern
9989 Europe. We have no objection to drastic measures being adopted against any agents in the United States, who strive to take business out of its usual channel and we expect to learn from New York that Messrs. Johnson & Co. will have to cease the action complained of in your telegram, or be totally disqualified by all British Lines. As you say we on this side might bring pressure on the Scandinavian-American Line though we fear Messrs. Johnson are more than general agents of that Line.

"We agree with the view you express in the last paragraph of your letter. Should the Contract Lines not take immediate action to
9990 remedy any inadequacy in the Contract that militates against its members being able to control agents or general agents either in Europe or in the United States?"

Respectfully,

P. S. Please alter the number of the supplement sheet G41 into G45.

Petitioner's Exhibit 954. 9991

G. No. 51.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 23rd, 1908.

To the Parties:

Russian Steamers (G. No. 44). 9992

S. S. "Cherson" of the Russian Volunteer Fleet sailed from New York to Rotterdam April 22nd with 802 steerage and 23 cabin passengers.

9993

9994 **Petitioner's Exhibit 955.**

G. No. 52.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 24th, 1908.

To the Parties:

Compensation for fighting rates (G. No. 45 & Suppl).

9995 The Hamburg-American Line write:

"We beg to acknowledge receipt of your telegram of the 19th inst. reading:

'Canpac wires, your telegram 17th, regret cannot agree participate in compensating Lloyd steamer Seydlitz fighting against Avoca eastbound.'

"and must say that its contents surprise us and are probably to be attributed to a misunderstanding.

9996 Canpac seems to overlook the fact that Lloyd is stepping into the breach for the whole pool and must be compensated by the whole of the pool for reducing its rate for this steamer in the general interest. It will be best seen to what result such a measure leads between the Continental Lines and the British, and specially too for the Canpac, by opposing our Pretoria April 11 against "Volturno" April 11. The eastbound fare of by the Pretoria amounted to $30 and was raised subsequently to $34, to be able to take up the combat with Volturno, the pool demanded that Hapag should go down

to $23 and offered to pay the difference between 23 and 30 dollars=$7 to Hapag. Owing to the Pretoria's low rate of $23 Volturno left New York with only a scanty number of passengers viz. 450, whereas Pretoria received 2374 and was obliged in addition to surrender to the Rotterdam Line about 400 who were in excess. Therefore, one may reckon that through this measure at least 2000 passengers were saved for the pool, who otherwise would have been lost to outsiders. This leads to the following result:

9998

"For reducing Pretoria rate, the pool parties give a contribution of 2000 passengers @ $7 = $14,000—M. 56,000, of these M. 56,000 the British Lines pay:

	54.32%	=M.30419	
the Continental Lines	45.68%	= M.25581	
Canpac	4.49%	= M. 2514	M. 2514

In consequence of the joint action the total pool wins 2000 passengers, of which

the British Lines receive 54.32% = 1186 passengers.

the Continental Lines 45.68% = 914 passengers.

9999

the Canpac receives 4.49% = 90 passengers.

The 90 passengers of Canpac have a compensation value of £4 = M.80— M.7200.

So that by this transaction Canpac has won M.4486 equal to 186% of the M.2514 spent.

"In view of this result which is so evident, to which of course must be added the moral effect that the competition was prevented from taking 2000 passengers from the pool, we fail to understand Canpac's reply and beg the

10000 *Petitioner's Exhibit 955*

Canpac for information as to the grounds on which it has declined this measure, which in itself is a matter of course and provided for by the Contract (Min. 10 By-laws)."

On April 19th I wired Canpac:

"All Lines having agreed compensating Lloyd for opposing Avoca will you alone obstruct?"

In the meantime the Parties have been informed by wire on 22nd that all Lines have agreed to compen-
10001 sate Lloyd five dollars per adult for opposing Avoca.

Respectfully

H. PETERS.

P. S. Seydlitz left New York yesterday with 1943 steeragers.

Canadian Pacific 22/14 9.59 A. M.

"All Lines having agreed compensate Lloyd opposing Avoca we will concur."

10002

Petitioner's Exhibit 956. 10003

G. No. 53.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 25th, 1908.

To the Parties:

Opposition to New York & Continental Line. 10004

I received the following letter from *Hamburg Amerika Line:*

> "Our New York house writes us under the 14th inst. as follows:
>
> 'In pursuance of our cable of the 13th inst., notifying you that steamer Volturno sailed on the 14th inst. with 473 passengers we beg to inform you, that the New York and Continental Line had at the beginning prepared themselves for S. S. Volturno for 1400 passengers, but soon came down in their expectations to 700 until at last even this calculation 10005
> turned out to be wrong. Our Pretoria which left here this afternoon has 2327 steeragers on board, while 400 passengers, which were overbooked, will be transferred to S. S. Noordam sailing hence tomorrow. We therefore are of the opinion that the first fight against the New York and Continental Line has been excellently won."
>
> Respectfully,

10006 **Petitioner's Exhibit 1271.**

G. No. 54.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 25th, 1908.

To the Parties:

Continental Passengers by Italian Lines (G. No. 50).

10007

Referring to G. No. 50 Lloyd's send me a joint circular dated April 9th, issued by

Hartfield Solari & Co. General Agents N. G. I., La Veloce & Italia.

C. B. Richard & Co. General Agents Lloyd Italiano.

Cesare Conti, General Agent Lloyd Sabaudo,

by which their agents are authorizel to book steerage passengers at the following rates to

Triest & Fiume	$20.
Vienna & Budapest	$23.
Prague	$24.
Basel	$21.

10008 Commission $2 per adults.

While their rates to Italian points continue:

Genoa, Naples $15, Palermo Messina $18.

there is a further reduction of $3 to the above continental points against the rates as given by A. E. Johnson & Co. the reduced rates are advertised for the following sailings:

"Ancona" (Italia) from Philadelphia April 22.

"Florida" (Lloyd Italiano) from New York April 25.

"Nord America" (La Veloce) from New York April 29.

 10009

"Principe di Piemonte" (Lloyd Sabaudo) from New York April 30.

"Campania" (Navigazione Gen. Ital.) from New York May 2.

If the move of the Italian Lines has been a success, which by this time the Lines probably will know, I think the Anchor Line was right in saying that the danger must be looked upon with great concern, by all the Lines of the Atlantic Conference and I beg to submit, whether it would not be practicable, that those of them, engaged in Mediterranean business and having sailings about the same dates as the above Italian 10010
steamers, reduce their Italian rates by $3 and that the resp. Lines are compensated by the Atlantic Conference. Of course it is true there would be no direct equivalent for the A. C. but it would be a reprisal which might make the Italian Lines feel sore and bring the present state of things sooner to an end. Cheaper and more efficient from every point of view it would be, if the A. C. Lines would promptly disqualify any of their U. S. agents who give Continental business to Italian and other outside Lines, but for such action even if all Lines were disposed, time might be too short.

Respectfully,

H. PETERS. 10011

10012 **Petitioner's Exhibit 957.**

G. No. 55.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 25th, 1908.

To the Parties:

Monthly Statements.

10013

Today I beg to send the Monthly Statements for March, which I think require no explanation. In conformity with the Summary I have to request for the following payments being made:

Anchor Line to Allan Line £1751.
Anchor Line to Continental Lines £74.
American Line to White Star Line £1003.
American Line to Continental Lines £712.
Dominion Line to White Star Line £1941.
Cunard Line to Continental Lines £8760.
Canadian Pac. Ry. Co. to Continental Lines £268.

10014 For the payments to the Continental Lines the resp. Lines will please send their checks to *me*.

Article 8 rules that "such payments have to be effected within a fortnight after receipt of the Secretary's notice."

Will the Parties please inform me when the payments have been made and received.

Respectfully,

H. PETERS.

Petitioner's Exhibit 958. 10015

G. No. 56.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 25th, 1908.

To the Parties:

Russian Steamers (G. No. 51). 10016

S. S. "Petersburg" of the Russian Volunteer Fleet arrived at Rotterdam April 20th with 1180 steeragers & 20 cabin passengers from New York. Landed 1100 passengers & proceeded April 23rd to Libau.

10017

10018 **Petitioner's Exhibit 960.**

G. No. 57.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 27th, 1908.

To the Parties:

Regulating steerage rates for adjustment purposes.

10019

The Allan Line write:

"We are must surprised to learn from memoranda circulated by the Secretary of the Liverpool Conference that some of the Continental Lines, including the Hamburg American and Red Star, propose to reduce their Eastbound steerage rates. It was only recently that we were asked, and agreed, to join in a general advance of Eastbound rates by four dollars, and we agreed to this, although it was evident at the time that we were carrying less than our proportion of passengers in the Eastbound

10020 Pool. As we understand it, the principle of the Pool is that when it is necessary to take steps to rectify the percentages actually being carried by any of the Lines, this shall be effected whenever possible by an advance of rates by the Lines which have over-carried their percentages rather than by a reduction of rates by Lines which have under-carried. We think this was clearly understood by all the Lines parties to the Pool at the recent Conference in London, and we fail to see how on any

Petitioner's Exhibit 960 10021

other basis the Pool can work to the general advantage of all the Lines concerned. Acting on this principle, we have hitherto maintained our Eastbound steerage rate, although very considerably below our Pool percentage, in the belief that other Lines which have over-carried would presently take steps to put matters right by advancing their rates. We have now to suggest that instead of any of the Lines making reductions, all the Lines which have over-carried to any considerable extent should be called upon to advance their rates."

10022

What the Allan Line say is certainly quite correct, but it has to be considered that it is due to the present competition in eastbound traffic, if the intentions of the pool cannot be fully realized. It would be preposterous to enforce rules when it would only serve to facilitate the position of the competing Lines and to increase the sacrifices which all the Parties have thought necessary in order to oppose them.

The I. M. M. Co. Lines, probably considering that, though they are short, it should not be opportune to ask the Continental Lines for an advance, have reduced their Continental rate to $28 of which I informed the Parties by passing on to them the following telegram from

10023

Ismay 25. 4. 2.50 P. M.

"We advance continental westbound rates all ports 150 Marks excepting the Cherbourg rate American White Star Southampton 140 Marks also reducing eastbound continental rate basis 28 dollars Hamburg, White Star, Dominion, American Philadelphia service."

I further confirm the following telegram from

10024 *Petitioner's Exhibit 1272*

Cunard 26. 4. 12.1 P. M.;

"Have advanced all continental prepaid rates via Liverpool to dollars thirty-six and a half."

Both these telegrams show that under ordinary circumstances the Pool will have the desired effect.

I beg to mention on this occasion that whatever change is made in cash rates, the prepaid rates must be changed simultaneously.

Respectfully,

H. PETERS.

10025

Petitioner's Exhibit 1272.

G. No. 58.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 28th, 1908.

10026

To the Parties:

By bookpost registered I beg to send 3 copies each of revised Proofs of Agreements Y., A. A. & Z. with Appendices and bye-laws, the following alterations having been made:

Provisional Agreement Y Agreement Z with Appendicies A & B & Appendicies A to Agreement AA and Bye-laws wherever the words "General Pool" occur they have been substituted by "Atlantic Conference."

Petitioner's Exhibit 1272 10027

Clause 11 in Agreement Z has been made the same as the first paragraph of Art. 27 in Agreement AA., so that in both Agreements the clause of notice to be given is the same.

In Agreement AA the amendments as proposed in circular letter G No. 14 have been entered as well as the note by which Canpac joined the Agreement as per circular G. No. 3.

The percentages entered under Art. 3 are still to be revised in accordance with the final statistics of the Secretary of the Newyork Conference.

As to Art. 27 I beg to submit for consideration the following addition to the second paragraph of this Article after the words "all obligations" viz: 10028

> "except from the obligation to pay the compensation amounts incurred under this contract."

I shall be glad to hear whether this is agreeable and also whether the aforesaid alterations are accepted, so that the agreements made be printed definitely as soon as the percentages are settled.

If not objected to I shall have the Agreements Y, Z & A. A. with appendixes bound in *one*.

Respectfully,

10030 **Petitioner's Exhibit 959.**

Passenger.

May 14th, 1908.

H. Peters, Esq.,
Secretary's Office,
Atlantic Conference,
Jena.

Dear Sir:

We beg to acknowledge receipt of your circular letter of the 28th ulto., reference No. G 58 and also copies of the revised proofs of Agreement Y, AA & Z with appendices and bye-laws, for which we thank you.

10031

The suggested addition to article 27 of the words: "except from the obligation to pay the compensation amounts incurred under this contract" would appear advisable, and with which we agree.

In connection with the paragraph referred to in your G No. 14 and inserted at the foot of page 4 of agreement AA reading:

> "The Cunard S. S. Co.'s Adriatic Service, the Allan Line's Canadian Services, and the Canadian Pacific Railway Co. (Atlantic Steamship Lines), are not covered by this contract as far as westbound business is concerned."

10032

the reference to Cunard S. S. Co.'s Adriatic Service being exempted from the contract so far as westbound business is concerned is liable to lead to some misconception, as appendix "A" to agreement "AA" directly covers this Service, and we therefore suggest that a clause be inserted immediately after the paragraph above referred to reading:

> "Except for the conditions attached to the Cunard S. S. Co.'s Adriatic Service provided for in Appendix 'A.'"

Petitioner's Exhibit 961 10033

As regards clause 2 of Agreement "Z" we would refer you to our letter of the 1st instant wherein we pointed out that the Cunard Line carryings require to be excepted from the traffic on which the Canadian Lines' percentage is based.

We return you herewith copies of the Agreements referred to in which we have corrected several Printer's errors, and also inserted the clause referring to the Cunard S. S. Co.'s Adriatic Service, and with which we trust the other Lines will be in accord.

Yours faithfully,

For Ismay, Imrie & Co.,

(Itld) T. C. S. 10034

Petitioner's Exhibit 961.

G. No. 59.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 29th, 1908.

To the Parties: 10035

Newyork & Continental Lines (G. No. 47).

S. S. "Volturno" sailed from Newyork with 450 steeragers landed her passengers April 26th at Hoek van Holland. The passengers were forwarded via Rotterdam to their destinations and the steamer proceeded for Hamburg the same day.

10036 **Petitioner's Exhibit 1273.**

G. No. 60.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 30th, 1908.

To the Parties:

10037 *Continental Passengers by Mediterranean Lines (G. No. 54).*

The Hamburg American Line write me a letter of which the following is a translation:

"When lately the fight in Italian business began the Continental Lines issued a Circular to the New York Conference Agents to the effect that they must not book eastbound third-class passengers to Continental points via Italian ports. This circular has been met by the six Italian Lines by the following publication:

10038 'Special Notice. New York, April 14th, 1907. Dear Sirs. All agents are hereby notified that they may book (via Genoa or Naples) third-class passengers destined to Continental Points, no matter whether they are Austrians, Croatians, Dalmatians, Galicians, Germans, Hungarians, Russians or Slavonians. Yours truly, (Signature of the six Italian Lines.)'

"The Newyork Conference agents thereby are in a peculiar situation; for what on the one hand they are prohibited, they are on the other hand invited to."

Petitioner's Exhibit 1273 10039

The circular of the Continental Lines referred to above is dated April 9th, the same day when the circulars (G. No. 54) of the Italian Lines were issued.

I am not aware if the N. A. P. C. Lines have issued a similar circular. If they have, it would have been more impressive if the circulars had been a joint one. If such circulars were enforced, promptly, in a few cases only other agents doing Continental business would hardly risk to lose the facility of booking their Continental passengers by 14 Lines, each of which offers more convenience and, under normal circumstances, cheaper rates than the Italian Lines. It would not even be necessary to disqualify an agent 10040
but simply a notice to him by each line, that Continental business will not be accepted from him.

Since there is a pool all the members of it are likewise interested that no part of the business that comes under the pool is diverted to outside Lines and no Line can afford to stand aloof, arms crossed, or to pursue purely individual interest in opposition to the interests of the pool or it will experience that in the long run it has acted against its own interests.

In this connection I would say that justified though it was that the British Lines advanced their rates from the Continent for the purpose of adjustment, still it would have been preferable if they had made 10041
no change in their Libau rate. Business from those parts of Russia gravitating to Libau will now be lost to the Russian Lines.

Respectfully,

(Stamped): North Atlantic. Received 1908. Ackn'ld 1908. Answered 1908. Passenger Conference.

10042 **Petitioner's Exhibit 962.**

G. No. 61.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 1st, 1908.

To the Parties:

Regulating steerage rates for adjustment purposes.
(G. No. 57.)

The Allan Line write:

10043 "Referring to our letter of 23rd inst., we have since received intimation that a number of other Lines have reduced their Eastbound rates, and we are today advised that the C. P. R. have reduced their Eastbound Continental rate to 28 dollars. In view of this state of matters, it would be absurd for us to continue our existing rate undiminished, and we are, therefore, today advising our agents in Canada to reduce their Eastbound rate to the level of their competitors.

"While we find ourselves compelled to meet these reductions in this way, we still hold that the adjustment of percentages in the Pool
10044 should have been brought about by an advance in rates by overcarried Lines, rather than a reduction by the others, and we wish to protest against the reductions which we are now compelled to follow as unnecessary and contrary to the spirit of the Pooling Agreement. We strongly urge that Conference should take action in the matter in accordance with Article 11 of the agreement."

I shall be obliged for getting the views of the other Parties or any proposals they may have to make.

Respectfully,

H. PETERS.

Petitioner's Exhibit 963. 10045

G. No. 62.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 2nd 1908.

To the Parties:

Direct Steamship Line Gothenburg-Newyork. 10046

The "Hamburger Fremdenblatt" of April 30th has the following communication:

(Translation)

"Direct Steamship Line Gothenburg-Newyork. The promoter of the Swedish-South-african-Australian Steamship Line, Shipowner W. Lundgren in Gothenburg has submitted to the Swedish Government a scheme for establishing a direct Line between Gothenburg and Newyork. It is proposed to procure 4 steamers of 10-12000 Tons and 18 knots, half for account of American and half for account of 10047
Swedish shipowners. The steamers are to make the trip in 9 days and to serve as auxiliary cruisers for the Swedish navy. We learn that negotiations are pending with the Morgan-Trust."

Respectfully,

H. PETERS.

10048 **Petitioner's Exhibit 1274.**

G. No. 63.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 2nd, 1908.

To the Parties:

Monthly Account

10049 The Allan Line write:

"Referring to the monthly statement for March which we have received, please note that the 'Sardinian' sailing on 5th March from London carried 105 Hirsch passengers. You have entered only 100 of these as to be dealt with under the special arrangement regarding Hirsch passengers, evidently under the impression that the numbers by any steamer should be limited to 100. Our understanding of this arrangement was that the total number in the season should not exceed an average of 100 per sailing—not that the arrangement should
10050 be strictly limited to the number of 100 by any steamer. As we had none of these Hirsch passengers by the "Pomeranian" leaving London on 26th March, we have not exceeded 100 per sailing, and we submit that we should, therefore, have received credit for the whole 105 as Hirsch passengers within the terms of the arrangement. Please let us hear from you as to the interpretation of this clause in the agreement as it may be of some importance to us in regulating the number of Hirsch passengers to be allowed to sail in any particular steamer."

Petitioner's Exhibit 964 10051

It seems Appendix A to Agreement Z is not clear. It says: "Not exceeding one hundred (100) passengers per sailing during the year 1908." I shall be obliged to hear from the Parties, whether they agree to the interpretation of the Allan Line, that *the average* per sailing for 1908 shall not exceed 100.

Respectfully,

Petitioner's Exhibit 964.

G. No. 64.

10052

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 4th, 1908.

To the Parties:

Compensation for fighting rates.

On April 29th I received the following telegram from

1) Americano: 29/4. 9.34 a. m.

> "Newyork cabelt: Avoca sailing postponed till füften Mai Beantragen unseren am sechsten Mai obgehenden Ryndam für General Pool-Rechnung ats Kampfdampfer anzusetzen, mit elf Dollar Entschädigung." 10053

which I passed on to the Parties and to which the following answers were received:

2) Anchor: 29/4 2.58 p. m.

> "Avoca agreed seventeenth to compensate Lloyds steamer Seydlitz opposing her. Unless this is cancelled cannot entertain a second

10054 *Petitioner's Exhibit 964*

opposition, but in any case eleven dollars excessive."

3) Allans: 29/4. 4.11 p. m.

"If other Lines agree we agree compensate Ryndam five dollars based on current eastbound rate of twenty-eight dollars."

4) Ismay: 29/4. 4.20 p. m.

"Quite willing compensate Ryndam eleven dollars if all Pool Lines agree."

10055 5) Hapag: 29/4. 6.3 p. m.

"Agree compensate Ryndam sixth eleven dollars."

6) Canpac: 30/4. 11.59 a. m.

"Referring your telegram 29th we are agreeable compensate Holland Line eleven dollars their Ryndam May sixth opposing Avoca May fifth provided all Lines concur."

7) Star: 30/4. 6.22 p. m.

"We agree compensation eleven dollars Ryndam opposing Avoca provided all Lines concur."

10056

8) Cunard: 2/5. 2.40 p. m.

"Replying telegram 29 April Avoca competition presume Seydlitz arrangement is cancelled if so and all Lines approve we agree Ryndam proposition, is not however compensation proposed somewhat excessive?"

Several Lines not having agreed to Americanos proposal, others only conditionally and others not having replied at all, there will be no opposition against Avoca 5th May.

Petitioner's Exhibit 964

10057

Referring to telegram 2 from the Anchor Line I have to mention that the Anchor Line wrote April 24th:

> "We beg to acknowledge receipt of your letter *G. No. 47* and note that the 'Avoca' has arrived at Halifax with machinery damaged. We assume that the 'Seydlitz' will not now require to reduce rate seeing she will have no opposition and that we will not require to enter further into the question of compensating to the extent of $5 p. adult."

10058

to which Lloyd replied:

> (Translation)
>
> "* * * it goes without saying that we must insist on being compensated with $5 per 1/1 for the passengers booked at the $24 rate for SS 'Seydlitz.' All Lines have agreed to the compensation and as it is not our fault that the 'Avoca' could not leave on her appointed day, no Line can be serious in disputing our claim on compensation as fixed—for the rest it is not excluded that similar cases will repeat f. i. the Continental Line might postpone a sailing for several days in order to thwart the measures of the joint Lines."

10059

I beg to add that the Allan write in confirming their telegram 3:

> "With regard to your telegram of date proposing to compensate the Holland Line to the extent of 11 dollars for opposing their 'Ryndam' to the 'Avoca,' we have to point out that as the result of the existing circumstances mentioned in your circular letter of 27th inst., the Eastbound Continental rate has now been fixed

10060 *Petitioner's Exhibit 964*

at 28 dollars by a number of the lines, including our own. The proposal to compensate to the extent of 11 dollars is evidently based upon the nominal rate of 34 dollars as compared with the rate to be put in force by the 'Ryndam,' which we assume is 23 dollars. In view of the actual circumstances of most of the Lines, we think it would be fair that the compensation be limited to the difference between the actual lowest current rate, viz., 28 dollars, and the fighting rate of 28 dollars, giving a
10061 compensation rate of 5 dollars. We are, therefore, wiring you today, 'if other Lines agree, we agree compensate 'Ryndam' five dollars, based on current Eastbound rate of 28 dollars, which we hope will be clear to you."

It is a mistake that the rate of Americano of $34 be nominal. It is on the contrary the actual rate charged by them when not specially authorized otherwise. One cannot be so much surprised therefore that they claim a compensation to the full amount of the difference if they are wanted to reduce their rate in the interest of the community, whilst they, having only a small share, and being a party considerably in ex-
10062 cess, would have to pay heavy compensation. They themselves say in a telegram received last night about the following:

"It is a pity that Lines cannot agree on compensating us for quoting a fighting rate against Avoca May 5th. It is this way that the bed is made for our competitors. We being a party greatly exceeding our share are not only quite justified to claim the full difference in the rate but even then would carry the passengers at a loss as we have to pay compensation twice."

Respectfully,

H. PETERS.

Petitioner's Exhibit 1275. 10063

G. No. 65.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 4th, 1908.

To the Parties:

Pooling Assisted Destitute Passengers. (G. No. 39) 10064

The Secretary of the N. A. P. C. writes:

> "This matter was fully discussed at a recent meeting of this Conference, and the British Lines are unanimously of opinion that as regards Eastbound destitute passengers these should not be included in the pool, as if they were not accepted by the Lines in that form they would most certainly have to be carried later on as deported aliens by order of the authorities.
>
> "As regards Westbound distressed U. S. citizens and Canadians, assisted by arrangement with the American Society in London and the High Commissioner for Canada, referred to in your circular letter G. No. 39 of April 9th, the rates for these passengers are only nominal, and the British Lines are agreed that they also should not be included in the Westbound pool. 10065
>
> "It was the understanding of the British Lines at the London meeting that passengers of the above description were to be excluded from the pooling arrangements."

I beg to refer to G. No. 39.

10066 *Petitioner's Exhibit 1275*

Which passengers have to be pooled is fixed by Art. 1 and Commentar to Art. 2, Section 2.

The only exemptions allowed are stated in Byelaws 3, 6, & 11, a & b.

I can therefore not but request, that all charity or assisted passengers be reported as passengers which are to be accounted for.

The Continental Lines likewise as the British Lines carry also charity passengers at least Eastbound without ever having deducted them. The number may possibly be greater than with British Lines. But quite
10067 apart from that I do not think it justifiable that passengers which were included in the numbers when the percentages were computed should be excluded now in the accounts.

Until the Lines have agreed otherwise on this point, I have to be guided by the Contract.

Respectfully

10068

Petitioner's Exhibit 965. 10069

G. No. 66.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 4th, 1908.

To the Parties:

Continental Passengers by Italian Lines. (*G. No. 60*)

On this point I cabled New York asking the numbers of Continental steeragers by Italian steamers and received the following reply: 10070

Ancona (Italia Phila)	(April 22)	469
Florida (Lloyd Italiana)	(" 25)	275
Nord America (La Veloce)	(" 29)	258
Principe di Piemonte (Sabaudo)	(" 30)	390
		1392

to which is added that this amounts to a fraction below twenty per cent of their total carryings.

During the same period there were the following sailings of Continental Lines from New York: 10071

Statendam	(April 22)	165	steeragers	
Kaiserin Aug. Victoria	(" 23)	658	"	
Seydlitz	(" 23)	1943	"	($24.-)
Präsident Lincoln	(" 25)	325	"	
Zeeland	(" 25)	180	"	
Kaiser Wilhelm II.	(" 28)	692	"	
Nieuw Amsterdam	(" 29)	250	"	
Deutschland	(" 30)	450	"	
Lützow	(" 30)	1624	"	($24.-)
" overbooked about		600		
		6887		

10072 *Petitioner's Exhibit 965*

The number of Continental steeragers by other Lines not being known to me yet I cannot exactly give the proportion of Eastbound Continental steerage traffic, which went by the Italian Lines. At any rate the above figures show that the danger is serious if even with two steamers opposing at a $24 rate the Italians could obtain that result.

On May 1st I sent the Parties the following message:

1) "Hapag have cable: Italian Lines issued joint sailing list for May quoting Eastbound
10073 steerage rates Triest, Fiume, Laibach twenty-three, Basel twenty-four, other points correspondingly low, Commission four dollars."

This is an advance of the gross rates by $3 and an increase in commission by $2.

In consequence of this new move of the Italian Lines I asked the direct Mediterranean Lines if they would not consider advisable to increase the Commission for Italian business also to four dollars. The replies so far were:

2) ANCHOR: 1/5. 4.9 P. M.

"Have cabled New York giving discretion
10074 necessary meet Italian Lines."

3) LLOYD: 3/5. 12.10 P. M. (Translation)

"New York representatives not in favor increase commission owing demoralizing effect. We recommend conference Lines reduce Eastbound rate for direct Italian service to ten dollars against compensation five dollars by Pool Lines, and if necessary to increase cheap sailing to northern ports."

4) CUNARD: 3/5. 5.4 P. M.

"* * * Consider it would be better reduce rates, than increase commissions."

Petitioner's Exhibit 965 10075

This moment I receive the following cable from:

5) HAPAG: 4/5. 9.55 A. M.

> "Italian Lines reduced Eastbound steerage rates Fiume Triest to seventeen dollars, other points correspondingly low, commission four dollars and extra commissions from one to two dollars."

which I passed on the Parties and which was followed immediately by my following telegram:

4/5. 11.30 A. M. 10076

> "In view of Italian move just wired and several parties not being in favor of increased commission I submit Lloyd's proposal that Conference Lines reduce the rate for their direct Italian service to ten dollars and be compensated five dollars by Pool Lines. I await reply."
>
> Secretair.

Considering that by the reduction of the Italian rate 80% of the Italian Lines business would be seriously affected and that with their present continental rates of $17, less $4 commission and transportation from Genoa to Triest which costs about $5 hardly 10077
a carrying rate is left it may be fairly expected that it would have some effect on them.

As this reduction, if made, is in the interest of all the Atlantic Conference Lines it seems but just that they contribute their share in form of a compensation to the extent of the reduction. Questioned it might be whether it is necessary, that the reduction applies to all sailings or whether it can be restricted to certain opposition steamers.

It is to be wished that the Lines will be unanimous in acknowledging the necessity of prompt action.

10078 *Petitioner's Exhibit 965*

Perhaps one might be of opinion that a compensation for the reduction was only necessary if the Italian Lines follow as otherwise they would find compensation in increased numbers of passengers, or that it need not be to the full amount of the reduction, as it is in the respective Lines' Italian Service special interest also that the war should be shortened.

I beg to add the remarks of the

6) HOLLAND-AMERICAN LINE:

"*G. No. 54.* With regard to your circular
10079 letter *re* Eastbound continental passengers by Italian Lines at reduced rates, it seems to us that the invasion made by these Lines into continental eastbound business is the result of differences between them and some of the Continental and British Lines engaged in the Italian trade. From the correspondence between Messrs. Ballin and Crespi, which you have circulated, it appears that Mr. Ballin's proposal to restore the *status quo ante* pending negotiations for an Italian Pool was agreeable to Mr. Crespi, but that same was not accepted by some of the non-Italian Lines, parties to the Atlan-
10080 tic Conference, for reasons foreign to the interests of this Conference, we are therefore of opinion that it is up to those Atlantic Conference Lines who are interested in the Italian trade to take such steps as will lead to bringing the Italian Lines to terms, for instance by further reducing the eastbound Italian rates, to say $10 as you propose.

"We would further offer as a suggestion about which we should like to hear the other Lines' opinion, namely, whether it would be advisable, considering that the Lines holding an Italian license cannot break the westbound

Petitioner's Exhibit 965 10081

Italian rates without being authorized to do so by the Italian emigration officers, that the Red Star Line, the American and our Line, who for a number of years have been interested in the indirect Italian westbound business, should for a certain time, to be fixed by the Atlantic Conference, re-enter into that business through their Swiss and Modane agents, say with a £2 rate or even less off Antwerp, Rotterdam and Boulogne Cherbourg and Southampton, which passengers should of course be exempted from the Pool. Perhaps that this would hurt 10082
or sufficiently annoy the Italian Lines and be of some effect in bringing them to terms."

to which I await reply.

Further I subjoin the following letter from the

7) ANCHOR LINES April 28th.

G. No. 54. Continental passengers by the Italian Lines.

"We cannot add anything to what we have already stated. Our Newyorker firm are quite ready to join in any measures necessary to discipline agents working for North Atlantic Lines 10083
who are likewise aiding and abetting Italian Lines to obtain Continental business via Genoa etc. We hope other Contract Lines may so advise New York. We are willing to consider any measure brought forward to cope with this phase of the Italian Lines' dealings."

and further

8) ANCHOR LINE: May 1st.

"We deplore this inroad of Italian Companies, and feel that no time should be lost in endeavoring to get a meeting with Signor Crespi and other Directors of Med. Lines."

Respectfully,

10084 **Petitioner's Exhibit 966.**

ATLANTIC CONFERENCE.

G. No. 67.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 5th, 1908.

To the Parties:

Russian Steamers. (G. No. 56)

10085

S. S. "KOREA" of the Russian East Asiatic S. S. Co. sailed May 2nd from New York with 32 cabin, 660 steerage.

10086

Petitioner's Exhibit 1276. 10087

G. No. 68.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 5th, 1908.

To the Parties:

Continental Passengers by Italian Lines. (G. 66) 10088

For the information of the Continental Lines and in order to keep together what has passed with reference to this matter, I take here the following Memo. from the Secretary of the N. A. P. C. of April 28th:

American Agents acting for Atlantic Conference, booking Continental business by Italian and other outside Lines.

"In reference to the last clause of Secretary Peter's circular letter No. 54 of 25th April, reading: 10089

"Cheaper and more efficient from every point of view it would be, if the Atlantic Conference Lines would promptly disqualify any of their U. S. agents who give Continental business to Italian and other outside Lines but for such action, even if all Lines were disposed, time might be too short."

"It is suggested that Secretary Peters be placed in a position, so far as the British Lines are concerned, to cable Secretary Sandford, New York, that such agents as are referred to

10090 above be promptly disqualified by the Lines members of the 'Atlantic Conference.'"

"Will the Line please express their views hereon with the least possible delay?"

Allan: "Yes, we are quite agreeable."
American, L'pool: "Agree."
Dominion, L'pool: "Agree."

ANCHOR:

10091 "Hope all British Lines will join in a cable to Secretary Sandford, New York urging that these agents be disqualified if they do not give up acting for Italian Lines in way complained of."

CAN. PACIFIC:

"I would mention that our agents in Canada and United States are entirely under the control of our Montreal people.

"I have therefore cabled to our friends there advising them of the proposal to deal with agents giving Continental traffic to the Italian and other outside Lines and suggesting that 10092 they take whatever concerted action is decided upon through the medium of the New York Conference."

CUNARD:

"Any agent of a British Line who held an outside agency prior to London agreements was to be protected we quite agree that no agent should be allowed to take any outside agency subsequently."

Petitioner's Exhibit 1276 10093

DONALDSON LINE:

"Agreeable that Secretary Peters should cable Secretary Sandford to disqualify any agent acting for other than Conference Lines."

WHITE STAR:

"Quite agree with Cunard so far as Agencies then held are concerned, but the arrangement made does not permit Agents representing outside Lines taking up additional Agencies for other Co.'s outside Conference and does not permit any Agent to commit a breach of Conference rules in booking Continental passengers East by Italian ports." 10094

AMERICAN Southampton:

"No full reply yet."

To Lloyd's proposal (*G. No. 66, telegr, 3*), the following replies have been received up till now:

1) STAR: 4/5. 12.50 P. M. (Translation)

"Lloyd's proposal will miss its aim. Italian Lines would leave Italians to Nonitalian Lines and take passengers to Austria, etc., at twenty dollars. However, it certainly would Italian Lines make uncomfortable as returning Italians are more numerous." 10095

2) HAPAG: 4/5. 2.36 P. M. (Translation)

"Agree Lloyd's proposal subject week's notice."

3) ALLANS: 4/5. 3.40 P. M.

"Regret cannot agree compensate Lloyd's Italian service as proposed."

10096 *Petitioner's Exhibit 1276*

4) ANCHOR: 4/5. 4.37 P. M.

"Have already given New York full discretion *re* meeting Italian Lines. Is the 10 dollars to Naples rate to be nett? fear the contract lines not in the Italian direct service will not agree compensation you mention."

Seeing from these replies that there was not much hope of Lloyd's proposal being agreed to by all parties, and seeing on the other hand from the above Memo. that the majority of the British Lines were disposed
10097 to disqualify such agents as turn continental business over to Italian Lines, I submitted this to the Continental Lines asking what their views were, and received the following replies from:

5) STAR: 4/5. 4.45 P. M. (Translation)

"We are in favor of proposed disqualification. It would be a good thing if Lines would at last bring home to agents that they are the masters and not the agents."

6) AMERICANO: 4/5. 6.12 P. M. (Translation)

"Agree disqualification American agents giving continental business to Italians."
10098

7) AUSTRO: 5/5. 8.40 A. M. (Translation)

"Agree in principle with your proposal. Measure can only be successful if all Atlantic Conference Lines agree."

8) HAPAG: 5/5. 10.30 A. M. (Translation)

"Agree disqualification."

9) TRANSAT: 5/5. 11.10 A. M. (Translation)

"Agree proposed disqualification American agents if continental conference New York is unanimous."

Petitioner's Exhibit 1276

10099

In the meantime, I received the following telegram from:

10) LLOYD: 5/5. 10.2 A. M. (Translation)

"Since situation requires prompt and energetic action we have without awaiting decision of parties reduced eastbound Italian rate to ten dollars commencing sailing May sixteenth with reservation to revert later to question of compensation."

which I passed on to the parties.

10100

Respectfully.

H. PETERS.

10101

10102 **Petitioner's Exhibit 967.**

G. No. 69.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair." Jena.

Jena, May 6th, 1908.

To the Parties:

Continental passengers by Italian Lines. (G. No. 68.)

10103 With reference to Lloyds telegram (G. No. 68, No. 10) I received further the following letter from

1) Lloyd, May 5th

> "As the situation regarding the Italian Lines requires absolutely prompt action and the ques- of compensation, judging from experience made hitherto, cannot be expected to be settled quick, we have today sent instruction to New York to reduce our eastbound steerage rate to $10. As experience has shown that such re- ductions influence strongly the Italian east- bound business, we hope not only to ruin the
> 10104 business for the Italian Lines but at the same time to increase the number of returning Italians to such an extent that little room will be left to the direct Lines for continental steer- agers. Of course we reserve the right to re- vert later to the question of compensation."

To Lloyds telegram mentioned above I received the following reply from

2) Ismay, 5/5. 4. 8 p. m.

> "Note Lloyds reduction eastbound Italian rate to ten dollars but as we do not agree this

10105

policy cannot consider question of compensation."

of which I informed Lloyd immediately upon receipt by urgent telegram.

I beg to repeat the following cable received last night from Sandford:

"Campania Navigazione 510 Continental 25 percent total."

The following is a cable from New York referring to disqualification of agents received by

3) Lloyd:

10106

"Proposal already met and agents violating rules by booking continental business Mediterranean lines being disqualified. Refer to Continental Conference rules minutes."

This reference to Continental Conference rules makes suppose the N. A. P. C. did not join. If this were so, the action taken by the Continental Lines would rather be worse than better, for it would only impress upon the agents, that the Lines are still very far from manifesting by facts that they have common interests.

I have asked Secretary Sandford for information. 10107

Respectfully,

10108 **Petitioner's Exhibit 968.**

G. No. 70.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 6th, 1908.

To the Parties:

Newyork & Continental Line & Canadian Pacific
10109 *Ry. Co.*

Some time ago the White Star Line informed me, that the Canadian Pacific Ry. Co. allowed the agents of the Newyork & Continental Line 10% commission on the emigrant R. R. fares over their road.

On application to the Canadian Pacific Railway Co. they replied:

> "The published rail immigrant rates from Halifax are open to any Steamship Line and as a Railway Company we cannot decline to receive Emigrants from any line at the pub-
10110 lished rates.
>
> "To meet offers made by competitive Rail Lines in Canada to the New York & Continental Line, we have given them the same terms as are granted to any Steamship Line out of Continent and Great Britain."

As to this the White Star write:

> "We are informed that in the case of the Grand Trunk Railway, while accepting business from this S. S. Company, which they cannot refuse to do, they have absolutely declined to allow them any commission, or to assist them

Petitioner's Exhibit 969 10111

in any way, and we think the C. P. R., in view of their relations with the Atlantic Conference, might be asked to adopt a similar attitude and not allow the New York and Continental Line commission on this business."

The White Star Line ask me to take the views of the other Lines on this point and I shall be glad to get them.

Respectfully,

10112

Petitioner's Exhibit 969.

G. No. 71.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 6, 1908.

To the Parties:

10113

New York & Continental Line. (G. No. 64).

Hapag wired today:

"In consequence of there being no opposition against "Avoca" (May 5th from New York) she could not only get her full complement of 625 steeragers but had to transfer 45 steeragers to "Jelunga" (May 9th) against which there is no opposition on the part of pool lines either."

Respectfully,

10114 **Petitioner's Exhibit 970.**

G. No. 72.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 7th, 1908.

To the Parties:

10115 *Russian Steamers. (G. No. 67.)*

S. S. "Cherson" of the Russian Volunteeer Fleet arrived from New York at Rotterdam on 3d inst. with 23 cabin passengers and 802 steeragers; 750 passengers disembarked at Rotterdam.

S. S. "Estonia" of the Russasiatic sailed May 4th from Libau via Rotterdam with 163 steeragers & 4 cabin passengers.

10116

Petitioner's Exhibit 971. 10117

G. No. 73.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 7th, 1908.

To the Parties:

Continental passengers by Italian Lines. (G. No. 69.) 10118

Lloyd writes May 6th:

"We are in receipt of circular letter G. No. 66 and note what the Holland-Amerika-Line has to say with regard to the proposed reduction of the Eastbound Italian rate to $10.—

"The invasion by the Italian Lines into the Continental steerage business is certainly a most deplorable affair but we are sure that no Conference Line will in earnest attempt to make any other Conference Line responsible for this new competition. The facts are that this competition exists and the question is how it can be met. 10119

"That the reduction of our eastbound Italian rate to $15.— was perfectly sufficient to protect our own interests in the Italian traffic is sufficiently proven by the fact that our S. S. 'König Albert' May 2nd from New York, was almost completely sold out at this rate, having embarked 1473 steeragers for Italian ports.

"In proposing a further reduction of $5.— our sole object was to protect the Conference Lines' interests against their Italian competi-

10120 *Petitioner's Exhibit 971*

tors, and we think it is only fair to expect that all Conference Lines will take their share in this fight by compensating the direct Italian services of the Conference Lines for the additional losses they may sustain.—We hope the Lines will consider our proposal from this point of view. We should very much regret if by their refusal to compensate we and the other Conference Lines, having direct Mediterranean services, should be compelled to withdraw a measure which more than any other might
10121 prove of value in bringing the Italian Companies to terms.

"We note the proposal of the Holland-Amerika-Line to meet the competition of the Italian Lines on the Continent by establishing a westbound rate of £2.— or less for Italian passengers via northern ports, to which we shall revert shortly."

Respectfully,

10122

Petitioner's Exhibit 1277. 10123

G. No. 74.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 7th, 1908.

To the Parties:

Monthly Statement Atlantic Conference & Canadian Lines for March 1908. (G. No. 63.)

Hirsch passengers: 10124

The following views on the point raised by the Allan Line in G. No. 63 have been expressed by:

Red Star Line:

> "Our recollection is that the average was asked but not agreed & that the number of 100 applies for each sailing *i. e.* separately. If it had been understood otherwise, the word average would have been inserted; the omission is not due to an oversight since the question has been discussed."

Holland American Line: 10125

> "With regard to the 105 Hirsch-passengers carried on the 'Sardinian,' sailed March 5th from London, of which only 100 have been entered in the Monthly Account to be dealt with under the special arrangement regarding Hirsch-passengers, we beg to say that the clause in Appendix A to Agreement Z, referring to these passengers and reading:
>
> "'* * * not exceeding one hundred (100) passengers per sailing during the year 1908 * * *.'

10126 *Petitioner's Exhibit 1277*

"is in our opinion to be understood in that way:

" 'that the number of Hirsch-passengers *carried on any particular steamer* during 1908 should be strictly limited to 100.'

"there being nothing in the appendix A to second the Allan Line's interpretation of the clause

" 'that *the average* per sailing for 1908 shall not exceed 100.' "

Lloyd:

10127

"Appendix A to Agreement Z is in our opin. perfectly clear. The intention of the parties was that the Allan Line should be allowed to carry a *maximum* and not an *average* of 100 Hirsch-passengers per sailing from London."

With further reference to the Hirsch-passengers I received the following note from Anchor Line:

"We agree with the views of Messrs. Allan that they were not to ship more than 100 passengers on account of the Hirsch contract for each of their sailings, but we did not understand that they were limited to 100 for any one sailing. The aggregate for the year ending 1908 was not to exceed an average of 100 passengers for each sailing."

10128

Donaldson Line:

"The arrangement agreed to was not that the numbers were to be limited to an *average* of 100 per sailing during the year 1908. The clause reads 'not exceeding 100 per sailing,' and it was not understood that the numbers were to be averaged."

Petitioner's Exhibit 1277

Lloyd:

"Of the 100 Baron Hirsch passengers you charge the Allan Line only 97. In our opinion the Allan Line has to compensate the U. S. Lines @ £2. for the full number of 100 passengers."

Canadian Agreement & Cunard Line.

Lloyd (Translation):

"In dividing the payments of the Canadian Lines you have expressly exempted the Cunard Line. We think there is no reason for this because according to Article 1, Agreement Z, belongs to the Parties of the Agreement. The reason for the Cunard Line's continental carryings not being included when the Canadian Lines' share was computed is, that the statistics of the I. M. M. Co. were exclusive of the Cunard Lines and the exact figures of the Cunard Line's continental carryings could not be procured. We are of opinion that the Cunard Line has to participate as well in payments to be made as to be received."

On this point the same view is expressed by the White Star Line:

"Referring to your monthly statement for March showing the settlement under provisional agreement Y and Agreement Z, including appendixes A and B thereto, we think it is an error to omit the Cunard Line in the statement at the foot showing the division of the compensation due from the Allan Line.

"While it is quite true that in accordance with appendix B the carryings of the Cunard Line are not to be considered in arriving at the

10132 *Petitioner's Exhibit 1277*

number of Continental passengers the Allan Line & Donaldson Line are entitled to carry, it does not, in our opinion, result that the Cunard Line are not to participate pro rata with the other Pool Lines in the monthly settlement with the Allan Line and Donaldson Line. We should like to have your view on this point, and also the views of the Continental Lines.

"We may say that none of the British Lines, so far as we are aware, have raised this question as yet. In this connection, we would point
10133 out that Clause 2 of Agreement Z needs amendment, as the Cunard Line is a party to this agreement, and the word 'except the Cunard Line' should be inserted after the words 'parties to this agreement' on the ninth line of this clause as provided for in appendix B."

If the Cunard Line's continental carryings in the past were not taken in consideration when the percentages of the Canadian Lines were computed and if their present carryings are not included in the account with the Canadian Lines I fail to see by which arguments it can be justified, that the Cunard Line should participate in payments *pro* and *contra* under Agree-
10134 ment Z. The mere fact of the Cunard Line being mentioned as a member to Agreement Z does in my opinion constitute neither rights nor obligations in view of Agreement Y, Clause 1, and Appendix B to Agreement Z, Clause 2.

Will the other parties please let me have their views on the above 3 points; or if agreeable reserve their decision for the next meeting as the questions are not of such vital importance.

Respectfully,

(Stamped): North Atlantic Passenger Conference, Received, Ackn'ld Answered 9/5, 1908.

Petitioner's Exhibit 972. 10135

G. No. 75.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 8th, 1908.

To the Parties:

In circular letter G. No. 74 Parties will please substitute the second sheet by the attached one. 10136

For the sake of completeness I beg the Parties to join the attached supplement to G. No. 52 with this number.

Respectfully,

Monthly Statement Atlantic Conference & Canadian Lines for March, 1908.

(See Compensation file)

10137

10138 **Petitioner's Exhibit 973.**

G. No. 76.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair." Jena.

Jena, May 9th, 1908.

To the Parties:

Newyork & Continental Line & Canadian Pacific Ry. Co. (G. N. 70).

10139 By request of the Hamburg American Line I publish the following letters received by Herr Ballin:

London, May 4th, 1908.

"Dear Mr. Ballin:

"Referring to correspondence we have had on the subject of the Newyork and Continental Line, I cannot do better than enclose you copy of letter I have just received from our Fourth Vice President, which may interest you.

"I presume there is no change in the situation and that nothing further has come of your meeting with Mr. Shankland.

10140 Yours very truly,
Signed: ARCHER BAKER.

Montreal, 22nd April, 1908.

Archer Baker, Esq.
European Manager,
London, England.

My dear Baker:

"I have your note of the 6th inst., enclosing copy of communication from Herr Ballin.

Petitioner's Exhibit 973

"We cannot decline to accept passengers at Halifax from the Newyork and Continental Line. The railway is very different to the steamship line; we are obliged under the law to publish tariffs which are open to all and are prevented by heavy penalties from discriminating against any particular interest. I presume Herr Ballin fully understands this; if not, kindly make it clear to him.

"In respect to bringing any influence to bear on Mackenzie & Mann I may say that it has never been very clear just what connection 10142
this firm has with the line in question. Some months ago I brought up the matter in personal conversation with Mr. Mackenzie and he gave me to understand that he was not interested in the line. I will however take the first opportunity of again mentioning the matter to him. There is however no particular influence we can bring to bear on him that would give the result we desire.

"I notice in the concluding paragraph of Herr Ballin's letter he states Mr. Shankland begged for a delay of a few days so that he might have an opportunity of consulting his 10143
friends Mackenzie and Mann and Peterson about the matter. Have you heard anything further from Herr Ballin as to the result of the further interview with Mr. Shankland?

Yours truly
signed: G. M. BOSWORTH
Fourth Vice President.

Respectfully

H. PETERS.

10144 **Petitioner's Exhibit 1278.**

G. No. 77.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, 9th May, 1908.

To the Parties:

10145 *Monthly Statements for April. (G. No. 55)*

Today I beg to send the Monthly Statements for April. In conformity with the Summary I have to request for the following payments being made:

Dominion Line	to	American Line	£	2857.—.—
" "	"	Allan Line	"	768.—.—
" "	"	Anchor Line	"	174.—.—
White Star Line	"	Canadian Pacific Ry. Co.	"	1756.—.—
" "	"	Donaldson Line	"	12.—.—
" "	"	American Line	"	33.—.—
Cunard Line	"	Continental Lines	"	18580.—.—
" "	"	Canadian Pacific Ry. Co.	"	972.—.—

10146

For the payment to the Continental Lines the Cunard Line will please send their check to me.

I beg the Parties to inform me when the payments have been made or received.

Respectfully

Petitioner's Exhibit 974. 10147

G. No. 78.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 9th, 1908.

To the Parties:

Newyork & Continental Line & C. P. R. (G. No. 70) 10148

The Norddeutscher Lloyd write:

> "With reference to circular letter G. No. 70, we fully endorse the White Star Line's proposition that the Atlantic Conference Lines should approach the C. P. R. requesting them not to pay any commission on railroad business to the New York & Continental Line or to its agents.
>
> "We note with pleasure that the G. T. R. have positively refused to allow any commission, or give any other assistance, to the New York and Continental Line. If so, we shall 10149
> gladly comply with Mr. Salter's request to turn over part of the immigrants arriving by our steamers to his Company."

Respectfully

10150 **Petitioner's Exhibit 1279.**

G. No. 79.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 9th, 1908.

To the Parties:

10151 *New York & Continental Line. (G. No. 71)*

Hapag wired

that according to more precise information "S.S. Avoca" on account of there being no opposition had obtained a full complement of 745 steeragers, besides that an overflow of 25 passengers had to be transferred to the Jelunga.

Respectfully

10152

Petitioner's Exhibit 975.

10153

G. No. 80.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1908.

To the Parties:

Promissory note. 10154

The British Lines have proposed the following form of the promissory note:

> "On demand we promise to pay to the order of the General Director of the Hamburg Packet Company, the Chairman of the Cunard Steamship Company Limited and the General Pool Secretary the sum of £....."

The. Hamburg-American Line and the Norddeutscher Lloyd in consideration of German law submit the following form:

> "Wir erklären hierdurch dass folgende drei Herren, nämlich der General Director der Hamburg-Amerika Linie, der President der Cunard Steamship Co. Ltd. und der Secretair des General Pool, gemeinsam berechtigt sind, von uns die Summe von M....." zu fordern and verpflichten uns, diesen Betrag auf eine von den genannten Herren an uns zu riohtende gemeinschaftliche Aufforderung sofort zu bezahlen." 10155

10156 *Petitioner's Exhibit 975*

A Translation would be:

> "We hereby declare that the following three gentlemen, viz, the Director-General of the Hamburg-American Line, the Chairman of the Cunard Steamship Company Ltd. and the Secretary of the General Pool are jointly entitled to claim from us the sum of M..... and we bind ourselves to pay this amount forthwith on joint demand of the gentlemen designated above."

10157 The Holland-American Line are informed by legal advisers that the following form would answer the Netherland laws.

> "On demand we promise to pay to the order of the Hamburg-American Line and the Cunard Steamship Company Ltd. the sum of £.... Value in account."

The Red Star Line is agreeable to the British form.

Will now the British Lines please inform me if the proposals of Hapag, Lloyd and Americano meet their requirements, so that this matter may be brought to a close as soon as possible.

10158 Respectfully

H. PETERS.

Petitioner's Exhibit 1280. 10159

G. No. 81.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1908.

To the Parties:

Continental passengers by Italian Lines. (G. No. 73) 10160

I beg to lay before the Parties the following correspondence:

1) Allans: May 4th

"We have received your two telegrams of this date G. No. 66 Teleg. 3 & 5 in regard to a reduction of Eastbound steerage rates by the Italian Lines. The proposal to compensate Lloyds' direct Italian service appears to us to be one of quite a different character from other compensation proposals which have recently received the assent of the Conference 10161
Lines. As the Italian services are not in the Pool, we presume we are right in thinking that none of the passengers carried by the steamers which it is proposed to compensate would be accounted for to the Pool. It seems to us, therefore, that Lines which, like ourselves, are only very indirectly interested in Italian business could not reasonably be expected to share in the action proposed. While we recognize that the proposed reduction of rate by Lloyds' direct service may be the most effective reply possible to the action of the Italian Lines, we

10162 *Petitioner's Exhibit 1280*

think the General Pool is only interested in business for Fiume and Trieste, and should only compensate for reductions to these ports, at all events, as at present advised, we cannot agree to join in compensation to a service entirely outside the Pool."

2) Anchor: May 4th (referring to Lloyds' proposal (G. No. 66, Teleg. 3)

"We understand it is not the intention of Contract Italian Lines to book any Continental
10163 business via Italy, as doing so would entail their pooling such bookings.

"The idea being to oppose Italian Companies for their *Italian* business *only*.

"The proposed compensation of 5 dollars per soul to be paid by pool lines, who are not in the direct Italian business.

"We fear that the Contract Lines not in the Italian direct business will not all agree to this compensation basis.

"There can be nothing but a loss to the Italian Lines taking business on a $17.00 Fiume Trieste basis & paying $4.00 to $6.00
10164 commission & we think they will very soon tire of it would it not be as well to give them rope enough for a little?"

3) Anchor: May 6th

"Your G. No. 66.

"Continental passengers by Italian Lines. "We have noted the large number of Continental passengers being conveyed via Genoa to Trieste Fiume &c. and we have no doubt that along with Lloyd our New York Office is meeting the competition of Italian Lines for

Petitioner's Exhibit 1280 10165

Italian business. We do not think that the Italian Lines will continue long their present cut rates for the reason you mention that they are not getting even a carrying rate.

"We should like very much to learn what the Contract Lines not in the Italian direct business have to say to the Lloyd proposal of $5.00 compensation as conveyed in your telegram of 4th May. It is up to them now to show what they will do to assist in getting the Continental Eastbound business back into the proper channel for which result the Contract Lines 10166
in the Italian direct business are working."

4) Cunard: May 6th

"Replying to your telegram May 4th provided all lines approve we agree reduce italian eastbound rates to 10 dollars subject to 5 dollars compensation."

5) Anchor: May 7th, Their Newyork firm write them April 28th:

"Mediterranean Eastbound situation remains unaltered. We are advertising Italia to sail 9 May Rate *gross* $13 to Naples and $16.00 to 10167
Palermo."

6) White Star: May 8th

"Referring to your telegrams of 1st and 5th instant regarding the action of the Italian Lines booking Continental passengers via Italy, we have been in cable communication with our New York office with a view to increasing commission for Italian Eastbound business, which increase of commission the Italian Lines would undoubtedly have followed, and with lower rates would, we think, have filled

10168 *Petitioner's Exhibit 1280*

their steamers with Italians, to the exclusion of Continentals & at a net rate that would leave a loss.

"We have advice from New York, however, that an increase of commission is not favoured by the Pool Lines who are interested in the trade, which we see is confirmed by your G. No. 66, and we are therefore not pressing the suggestion.

"We still feel, however, that a reduction in rate to $10.00, as announced by the North
10169 German Lloyd, will attract a large proportion of the Italian business to them, and will continue to leave the Italian Lines with ample room in their steamers, and so encourage them to try and fill up with Continental business.

"The Italian Companies are now quoting, we understand $17.00 to Trieste and correspondingly low rates to other ports, and we do not think that they will feel disposed to continue this business for very long, but if the Pool Lines interested in the Mediterranean trade would take such steps as to divert Italian traffic at unremunerative rates to the Italian
10170 Lines, it would in our opinion be the least expensive and the most effective way of dealing with the situation."

7) Anchor: May 8th

"Your G. 69. We have already noted the views of Lloyds and also advised you as to what rate we were quoting at Newyork this week and consider we are doing our share to compete with Italian Lines in their own sphere. We observe White Star Co. inform you that they do not agree with the policy being pursued, and cannot consider question of com-

pensation. If Messrs. Ismay Imrie & Co. inform you what policy they would pursue we shall be glad to be advised of it.

"As to compensation question as we are in the direct Italian business and competing with Italian Lines for it we had hoped that the White Star Co. for its North Atlantic services would have viewed the question of compensating us differently."

8) Cunard: May 7th

"Understand from Newyork that our Trieste 10172
Fiume eastbound rates should be reduced to meet competition of italian lines we are not adverse to meeting this competition but as we have largely overcarried in pool we would require compensation for difference between our present rates and reduced rates."

to which I sent the following reply:

"Lloyd reply your yesterdays telegram: If Cunard fill their steamers with Continentals they would no longer be competitors in Italian eastbound business which would suit Italians well. If Cunard will do something extra they 10173
might reduce Italian rate, which would serve general pool interests better.

A proposal of the Austro Americano to reduce their rate to Trieste has also been declined by Continental Lines. Austro has a few days ago reduced their eastbound Italian rate to $10.—

Respectfully,

10174 **Petitioner's Exhibit 976.**

G. No. 82.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1908.

To the Parties:

10175 *Regulating Steerage Rates for Adjustment Purposes. (G. No. 61)*

With reference to the complaint of the Allan Line (G. No. 61) that rates were not advanced by over-carried lines, as required by Art. 11 but reduced instead by others so far only the following Lines have expressed their views:

(1) Lloyd, May 5th:

10176 "The first paragraph of the Commentary to Art. 11 says that 'whenever practicable' *i. e.* under normal conditions, the adjustment shall be effected by raising the rates of the Lines in excess and in the following paragraph it is added that no Line can be compelled to fix its rate at more than £8. The highest eastbound steerage rate is at present $37: that is only $3 below the maximum, and the Allan Line certainly cannot claim that the present conditions of eastbound business are normal ones. However, if the Allan Line demand, the Lines will have to decide by majority what course is to be adopted. In our opinion a general advance of the eastbound rates is at present not practicable in view of the competition of the Italian

Petitioner's Exhibit 976 10177

Lines besides that of the Russian Companies and the New York Continental Line, and because it would make the solution of the question of compensation for fighting rates still more complicate."

(2) White Star, May 6th:

" ..... we are very much in sympathy with the communication from the Allan Line, as it is undoubtedly the object of the Pool to maintain rates at a remunerative level.

"Unfortunately, the outside competition that 10178
has at present to be considered, makes it, we suggest, desirable to avoid any increase in rates for the time being, but if the reductions in competition with these outside Lines has the desired effect, it should not be very long before the Eastbound rates can be restored again."

(3) Nasm (Netherlands Line), May 6th:

".....we beg to say that under ordinary circumstances it is beyond doubt a sound principle, we may say *the* principle, under a pooling agreement that the adjustment of percentages has to be effected, whenever possible, by an ad- 10179
vance in rates by the party or parties who are in excess, rather than by a reduction of rates by the Lines which are short.

"However sound a principle may be, yet it would not be wise to carry it through under all circumstances. And especially under the present situation it should not be overlooked by the Allan Line that the Hamburg-American Line and the North German Lloyd have reduced their steerage rates in order to meet the present competition in eastbound traffic and that by so doing a good number of passengers

10180 *Petitioner's Exhibit 976*

have been saved for the Pool, *i. e.* for the benefit of all the Lines."

(4) Anchor, May 4th:

"..... we note what Messrs. Allan write to you and agree with their views that the adjustment of percentages ought always to be brought about by the Lines that are overcarried advancing their rates, and not the Lines undercarried reducing. We think, however, that Messrs. Allan have not given weight to
10181 the fact that the reductions made in Eastbound rates have been brought about by the Contract Lines requiring to meet outside competition, a provision that is also covered by the General Contract."

I beg to confirm my following telegrams:

(5) May 8th, 8:30 P. M.

"Ismay wires: Reducing eastbound Continental rate basis twenty-eight dollars Bremen, Antwerp, Rotterdam, White Star, Dominion, American Philadelphia service."

10182 (6) May 9th 6:40 P. M.

"Red Star reduce eastbound to thirty dollars."

Secretair.

Respectfully,

H. PETERS.

Petitioner's Exhibit 977. 10183

G. No. 83.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1908.

To the Parties:

Disqualification of American Agents. (G. No. 69) 10184

This question originally was started by A. E. Johnson & Co. inviting bookings of continental passengers for an Italian steamer. The Continental Lines not being informed yet what action has been taken in this case I give here an extract from a Memo of Mr. Smyth's dated May 5th to the British Lines. It contains a letter from Secretary Sandford of April 27th in reply to a letter from Secretary Smyth reading:

> "..... Your cable on receipt was immediately submitted to the New York Lines. It was ascertained that Continental Conference Lines had withdrawn their booking agencies 10185
> from A. E. Johnson & Co., at the time they assumed the General Passenger Agency for the Russian East Asiatic S. S. Co.
>
> "On being called to account for the 'Re d'Italia' incident, A. E. Johnson & Co. said they would at once withdraw their offer, and did so by a prompt circular addressed to those who had received the original offer. It appears that some if not all of the N. Y. Lines members of the North Atlantic Passenger Conference considered that this action by *A. E. Johnson & Co.* closed the incident."

10186 *Petitioner's Exhibit 977*

The following letters refer to the same matter:

Anchor: May 4th

"We thank you for sending us copy of the Hamburg American Line letter, and note the Passenger Agents in New York, &c. have received circulars from both Continental and Italian Lines in reference to booking to South Eastern Europe via Italy. As stated, the Agents in the Continental Lines' Circular are warned not to do this, and by the Italian Lines
10187 the same Agents are permitted.

"We have not seen any circular on this question that has been issued by the General Agents of the N. A. P. C. Lines. The Circular might have been a *joint* one, we expect, if the General Agents of the N. A. P. C had been asked to co-operate with the N. D. L. V. Lines. We agree with you that this step would have had more effect, but we cannot see that you can attach any blame to the N. A. P. C. Lines not co-operating if they were not asked.

"We agree with your remarks that all parties in the Contract should be not only willing
10188 but anxious to meet circumstances that arise wherein Contract Line interests are attacked, even if the attack is directed only at a few of the Contract Lines."

Anchor: May 8th

"*Your G. No. 68* .... and note the opinion of the various Lines in the Contract as to the question of disqualifying the agents in the United States. We observe that some of the Lines make a reference to agents who may have held the British Line appointment prior to the London agreement. In this connection

10189

we would point out that both in United States and in this country agents on their being appointed were made aware that they could not act for Lines outside of the Conference Companies. Further, that their appointment hinged on their conforming at all times to Conference rules and regulations. We do not think therefore that the London agreement in any way put these agents in a different position to that hitherto held by them. For these reasons we cannot see that there should be anything to prevent all Contract Lines giving you the 10190
power to cable to New York instructions that unless all agents for Contract Lines cease booking via Italy passengers classed as Continentals, that they be disqualified. The Contract Lines should not suffer agents appointed by them to quote for traffic outside their own service."

On May 6th I cabled Secretary Sandford:

"Has North Atlantic Conference same rules as Continental disqualify agents booking Continentals Mediterranean Lines? Is it enforced?" 10191

and received on May 8th his reply:

"Disqualification rule now adopted. Cooperation Northatlantic Lines assured."

It now remains to be seen whether the rule can and will be made efficacious and what the effect will be.

Respectfully,

3391

10192 **Petitioner's Exhibit 978.**

G. No. 84.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1908.

To the Parties:

Libau Rate.

By a Memo from Secretary Smyth to the N. A. P. C. Lines the following letter is submitted from:

10193 White Star Line: May 6th

"Referring to Secretary Peters' circular letter of the 30th ult., we note his remarks regarding the effect on the Russian Lines of the advance in the westbound Libau rate recently announced by the British Conference Lines.

"There is no doubt a great deal in Secretary Peters' remark that this advance must have been very welcome to the Russian Lines, and if they can only get their rates increased without coming to an agreement they will be more

10194 difficult to negotiate with in future.

"In view of the fact that the British Lines are all in the plus in the westbound pool, *we would suggest you ask Secretary Peters if the Continental Lines cannot break the rate from Libau by quoting a low figure from that port via Hamburg, Bremen &c.* Even if they do not get the business, it would probably result in the outside Lines having to again reduce their rates."

I am awaiting to learn what the Parties think about this suggestion.

Respectfully,

Petitioner's Exhibit 979.

10195

G. No. 85.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1908.

To the Parties:

Competition by the Pool Lines with the Newyork and Continental Line Steamers Eastbound.

Secretary Smyth sent me a Memo to the Lines of the N. A. P. C. containing the following letter to him from the White Star Line of May 8th: 10196

> "Referring to the competition that has been carried on by the Pool Lines with the New York and Continental Line steamers Eastbound, as we are minus parties in the Eastbound Pool, it would be better, and tend adjust the Pool, if one or two White Star Line steamers were availed of in competition with the New York and Continental Line's sailings to quote reduced rates for Continental business.
>
> "The North German Lloyd and Holland-America Line, both of whom have competing steamers at low rates compensated by the Pool, are plus parties. 10197
>
> "We have the 'Adriatic' sailing May 20th which would compete with the 'Jelunga' May 19th, and our present rate being $28 to Hamburg, we would be prepared to quote a Continental rate of $23 with $5 compensation.
>
> "We shall be glad to have the views of the Lines hereon.

10198 *Petitioner's Exhibit 980*

P. S. "We see from Secretary Peters' letter No. 3407, May 1st, that the 'Jelunga' is referred to as sailing May 9th, not 19th, but if the principle suggested in our letter is accepted, we will cable New York to arrange to compete with the next of these outside sailings and to cable us that we may advise the Pool Lines for which steamer we quote a $23 Continental rate."

Will the Parties please let me have their views.

10199 The next eastbound sailing of the New York Continental Line after "Jelunga" May 9th was advertised to be by "Volturno," which was to have sailed from Rotterdam on May 2nd but I am still without news that she has left.

Respectfully,

H. PETERS.

P. S. The Holland American Line inform me that the "Volturno" is to sail from Rotterdam May 16th.

Petitioner's Exhibit 980.

10200 *G. No. 86.*

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1908.

To the Parties:

New York & Continental Line. (G. No. 79)

S. S. "Jelunga" sailed Sunday May 10th from New York with 740 steeragers & 10 cabin passengers.

Petitioner's Exhibit 1281.

10201

G. No. 87.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1908.

To the Parties:

Amended Monthly Statement for April. (G. No. 77.)

10202

In the account between Atlantic Conference and Canadian Lines Monthly Statement No. 2, Form 31, column 1, it has been overlooked to deduct 100 Hirsch passengers from the Allan Line's carryings. I send today amended Statements according to which the following payments have to be made instead of those given in G. No. 77.

Dominion	Line	to	American Line	£ 2504.—.—
"	"	"	Allan Line	" 1157.—.—
"	"	"	Anchor Line	" 158.—.—
White Star	Line	"	Canadian Pacific Ry. Co.	" 1473.—.—
"	"	"	Donaldson Line	" 12.—.—
"	"	"	American Line	" 355.—.—
Cunard	Line	"	Continental Lines	"18297.—.—
"	"	"	Canadian Pacific Ry. Co.	" 1255.—.—

10203

For the payment to the Continental Lines the Cunard Line will please send their check to me.

I beg the Parties to inform me when the payments have been made or received.

Respectfully,

H. PETERS.

10204 **Petitioner's Exhibit 981.**

G. No. 88.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1908.

To the Parties:

10205 *Continental Passengers by Italian Lines. (G. No. 81)*

Star (Translation)

G. No. 73

"We are of course far from holding any Conference Line responsible for the competition which at present the Mediterranean Lines make to the Northern Lines. But it is a fact that the quarrel broke out between the Mediterranean Lines, and that the Northern Lines have under it to suffer the loss. The standpoint of Nasm seems not to be unjustified."

Respectfully,

10206 H. PETERS.

Petitioner's Exhibit 982. 10207

G. No. 89.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1908.

To the Parties:

Russian Steamers. (G. No. 72) 10208

S.S. Estonia of the Russasiatic arrived from Libau at Rotterdam with 163 steeragers; she took here 19 more steeragers and proceeded on 9th inst. to New York.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 May, 1908 Ansd.....

10209

10210 **Petitioner's Exhibit 983.**

G. No. 90.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1908.

To the Parties:

Newyork and Continental Line & C. P. R.

10211

Anchor Line:

"G. No. 70

We adopt the same view as the White Star Co. in regard to Cand. Pac. Railway Co. paying a commission to the Newyork Cont. S. S. Line on rail fares from Halifax U. S. We can understand the Can. Pac. Co. cannot refuse to carry any railroad business offered to it. Its charter would not permit this. But we know that it is not obligatory on any railroad to pay a commission and we therefore
10212 consider that the Can. Pac. Ry. Co. is unduly supporting a concern that is in direct competition with the Can. Pac. Steamship Co. and its Contract colleagues.

Respectfully,

H. PETERS.

Petitioner's Exhibit 984.

10213

G. No. 91.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 14th, 1908.

To the Parties:

Russian Steamers. (G. No. 89)

S. S. Petersburg sailed from Libau March 11th with 388 souls in steerage and 5 in first class.

The last preceding sailing of the Russian Volunteer Fleet was on March 30th from Libau. 10214

Petitioner's Exhibit 985.

G. No. 92.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 14th, 1908.

To the Parties:

Continental Steeragers by Italian Lines. (G. No. 88) 10215

I sent the Parties this morning the following cable received from Secretary Sandford:

> "Luisiana sailed today 1700 steeragers including about 1000 continentals. Many passengers demand continental tickets via Italian Lines account low rates. Situation extremely serious. Agents complying with conference rules losing their business must receive protection. Again we urge Cunard, Austro reduction eastbound rates via Fiume, Trieste."

A nearly identic cable has been received by Hapag.

Respectfully,

H. PETERS.

10216 **Petitioner's Exhibit 986.**

G. No. 93.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1908.

To the Parties:

10217 *Russian Lines.*

Hapag send me the following report which they have received from Libau: (Translation)

"Volunteer Fleet.

"Business of this Co. on their Line Libau-Newyork is retrograde slowly but steadily. The first steamer that was withdrawn was the 'Smolensk' which on October 30th sailed last for Newyork and after her return was sold to the Government and sent to Sewastopol. The latest news are that also the steamers 'Saratow' & 'Moskwa' are no longer to continue
10218 their sailings but are to be committed to the Line Odessa Wladiwostok. So there remain for the Libau-Newyork service only the steamers 'Petersburg' and 'Cherson.' 'Petersburg' sails today from Libau for Newyork and it is generally said that this is to be her last trip. Then there would only be the 'Cherson.' It is true it is rumored that a big steamer is being built in England for the company for the Libau-Newyork line, but it will take some time before she will be ready; so it is to be expected that for a certain period the sailings between

Petitioner's Exhibit 986

10219

Libau-Newyork will have to be dropped entirely. We add that the agent of the Volunteer Fleet Mr. Knie of Knie, Falck & Co. is very sick and it is doubted whether he will recover.

"Russian East Asiatic S. S. Co.

"On June 19th the new steamer of this line, 'Rossia' is to make her first trip to Newyork. She is of 15000 Tons Gross R and has accommodation for 40 I., 58 II., 264 III. Class and 1400 passengers in steerage. Business of this Company seems to develop favorably. Their steamers of late get full cargo home and also sufficient outward. It is expected that in the course of the year their business will be extended considerably as the Company has bought here real estate where a building is being erected in which offices and administration are to be combined and which likely will be ready in autumn."

10220

Respectfully,

H. PETERS.

10221

10222 **Petitioner's Exhibt 987.**

G. No. 94.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena

Jena, May 15th, 1908.

To the Parties:

10223 *Continental passengers by Italian Lines. (G. No. 92)*

I received the following cable from Secretary Sandford:

> "San Giovanni (Sicula Americana) sailed today 2000 steeragers including about 700 Continentals."

Respectfully,
H. PETERS.

10224

Petitoner's Exhibit 988. 10225

G. No. 95.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1908.

To the Parties:

Compensation for fighting rates. (G. No. 85) 10226

Lloyd write:

"We beg to acknowledge receipt of circular letter G. No. 85 and note the offer of the White Star Line to put in a steamer or two at fighting rates under the condition that the Atlantic Conference compensate them for the difference. We think that it will be of little use to consider this proposition before the Continental Lines have come to an understanding among themselves.

"In claiming the full difference, the White Star Line is apparently not aware of the fact 10227
that the North German Lloyd has carried thousands of passengers at fighting rates without receiving any compensation whatever and that, for another large number of passengers carried at cut rates, both the North German Lloyd and the Hamburg-American Line were only partly compensated."

Respectfully,

10228 **Petitioner's Exhibit 989.**

G. No. 96.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1908.

To the Parties:

10229 *Newyork & Continental Line & C. P. R. (G. No. 90)*

With reference to G. No. 70 the Donaldson Line write that they quite agree with the views of the White Star Line regarding rail commission to Newyork and Continental Line.

Respectfully,
H. PETERS.

10230

Petitioner's Exhibit 988. 10225

G. No. 95.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1908.

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10228 **Petitioner's Exhibit 989.**

G. No. 96.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1908.

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10229 *Newyork & Continental Line & C. P. R. (G. No. 90)*

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Respectfully,
H. PETERS.

10230

Petitioner's Exhibit 1282. 10231

G. No. 97.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 16th, 1908.

To the Parties:

Continental steeragers by Italian Lines. (G. No. 94)

10232

The numbers of emigrants by "San Giovanni" as stated in G. No. 94, is corrected by Secretary Sandford. They are

Total: 2240: of which 550 Continentals.

Austro Americana report by a telegram of yesterday that 800 Austrian emigrants passed Udine en route from Genoa. They are probably part of the passengers by the steamers mentioned in G. No. 66. The Newyork correspondent of the "Shipping Gazette" reported in Newyork it was stated that the Italian Government had given the Italian Lines specifically low Railroad fares. Austro further say that their "Eugenia" left Newyork on 13th inst. with only 220 Continentals. 10233

With reference to the cable communicated in G. No. 92, I received the following from

Cunard 15/5. 7:48 p. m.

> "Regret cannot agree reduce Fiume Trieste eastbound rate having regard to our position in pool."

To induce Austro to reduce their rate to Triest can hardly be considered. In view of their not being

10234 *Petitioner's Exhibit 990*

a member to the Pool it would only tend to increase the diversion of Continental business without there being any compensation for the Parties to the Agreement.

I cable Sandford:

"Cunard decline being excess. Austro not being member agreement cannot be entertained."

Respectfully,

10235

Petitioner's Exhibit 990.

G. No. 98.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1908.

To the Parties:

10236

Control stations; Passengers for British Lines.

The White Star Line send me the following copy of a letter to them from the

"Anglo Continental Reisebureau, dated Rotterdam, May 9th, 1908.

"Replying to your favor of the 7th inst. by which you ask us to promptly advise you in the event of any of your passengers experi-

Petitioner's Exhibit 1282. 10231

G. No. 97.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 16th, 1908.

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10235

Petitioner's Exhibit 990.

G. No. 98.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1908.

To the Parties:

10236

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The White Star Line send me the following copy of a letter to them from the

"Anglo Continental Reisebureau, dated Rotterdam, May 9th, 1908.

"Replying to your favor of the 7th inst. by which you ask us to promptly advise you in the event of any of your passengers experi-

Petitioner's Exhibit 990 10237

encing any difficulty at the German Control Stations, we report to you the case of two passengers, Woiciech Scia & Antoni Kopeinski, whom we forward to night via Grimsby to your care. These passengers having sent us by post from Galicia the usual deposits for third class tickets, were booked by us for your Company on the 20th ult. and were sent the enclosed interim tickets which were used always before, and the text of which was stipulated by the German Lines with your consent. The shortest route to Rotterdam was for these passengers via the Control Station at Myslovitz, and would have cost each of them £1.10 straight from their place of abode. The passengers however on their arrival on the 2nd inst. at Myslovitz were refused passing, were told there by the Agent of the German Lines that the tickets were false because they were not of any of the German Lines, and consequently they were transported back to the Galician frontier at Szezakowa. This fact you can observe also from the enclosed interim tickets of the passengers as on each of them in the left upper corner the Agent at Myslovitz wrote down 'Szez,' which means, to be returned to Szezakowa. 10238 10239

"The passengers were therefore obliged to take a very long round about way to Rotterdam via Vienna & Basle, the traverse of which lasted one whole week, and costed each of them £3—thus each of them £1.10.00 more than it would have costed via Myslovitz.

"Besides the passengers having been longer on their way to Rotterdam have more expenses for food etc. Whilst the journey via Myslovitz would have lasted only two days. The

10240 *Petitioner's Exhibit 990*

passengers have to sail by the 'Arabic' 14th inst., from L'pool so you can examine the passengers themselves as to the truthfulness of our statements.

"Thus you see your passengers are not allowed the same facilities of the shortest routes to Rotterdam via the German Control Stations as other passengers on the Continental Lines, viz., Holland American Line or Canadian Pacific. Your passengers must take long roundabout way, have therefore each at least £1.-10/—more expenses and in spite of this you
10241 advised us to charge presently for third class tickets the rate of 150 marks, whilst Holland America Line, whose passengers may take the shortest way to Rotterdam, maintains lower rate. How can you expect from us any business? Is this not self explanatory, that you ought to have lower rate, because your passengers must pay much more for railway journey to Rotterdam."

Opportunity no doubt will offer to discuss the case at the Meeting on 25th inst. The interim ticket I shall bring along.

Respectfully,

10242 H. PETERS.

Petitioner's Exhibit 991. 10243

G. No. 99.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1908.

To the Parties:

Pooling Assisted destitute Passengers.

10244

The Secretary of the N. A. P. C. writes with reference to G. No. 65:

> "This subject was considered at a meeting of the British Lines held recently, and I am desired to inform you that it is still their opinion they should not be called upon to pool these passengers, but if the Continental Lines are unanimous in their views that they should be pooled, the British Lines consider that a lower rate of pool compensation should be applied to such business."

I have put this matter down for discussion at the near meeting. 10245

Respectfully,

H. PETERS.

10246 **Petitioner's Exhibit 992.**

G. No. 100.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1908.

To the Parties:

10247 *Libau Rates. (G. No. 84.)*

The Secretair of the N. A. P. C. writes:

> "Referring to my letter of the 9th instant, enclosing copy of my memo C. B. No. 7, embodying a letter from the White Star Line of the 6th inst. also to your circular letter G. No. 84. I find that my memo No. 7 referred to only included a portion of the White Star Line letter. The other part which should have been embodied, reads as follows:
>
> " 'Failing this solution, we would not object to reduce the rate ourselves, say by 20 or even
> 10248 40 Marks, if compensated for the difference in fare by the Pool, but being, as already stated, plus parties in the Westbound pool, we would prefer the former course.
>
> " 'Kindly obtain the views of the Lines hereon.' "

I have noted the matter for discussion at the meeting on 25th instant.

Respectfully,

PAGES MI

Petitioner's Exhibit 1283.

10249

G. No. 101.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1908.

To the Parties:

I informed the parties that the next meeting of the members of the Atlantic Conference on the 25th inst. at London is generally agreed upon. The Meeting is to take place at the Savoy Hotel.

10250

Enclosed I beg to send a list of subjects to be dealt with, besides Proposals regarding the different Agreements, made by several parties, which I would submit for consideration.

Respectfully,
H. PETERS.

10251

MISNUMBERED

10252 **Petitioner's Exhibit 1284.**

ATLANTIC CONFERENCE.

Subjects to be dealt with at the Meeting in London 25th May, 1908, Savoy Hotel, at 10 a. m.

1) Compensation for fighting the New York Continental Line. (*vide* circular letters G. 95. 85. 64. 53. 52. 45. 29. 23.)

2) Compensation for 13 passengers of the "Baltic" ex Pretoria.

10253 3) Commission of the C. P. R. to the New York Continental Line. (G. 96. 90. 78. 76. 70.)

4) Competition of Italian Lines in Continental business. (G. 94. 92. 88. 83. 81. 73. 69. 68. 66. 60. 54. 50. 38.)

5) Promissory note. (G. 80.)

6) Allan Line's 100 Hirsh passengers. (G. 74. 63.)

7) Cunard Line's participation in settlements under Agreement Z. (G. 74.)

8) Pooling assisted destitute passengers (G. 99. 65.)

10254 9) Amendments to the agreements as per attached proposals.

10) Agreement H2. Allan Line & Austro Americana.

11) Reduction of rates from Libau. (G. 100. 84.)

12) Controlstations; passengers for British Lines (G. 98) and commission for such passengers.

Jena, May 19th, 1908.

Petitioner's Exhibit 993. 10255

G. No. 102.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1908.

To the Parties:

Russian Lines.

"Korea" of the East Asiatic arrived at Rotterdam from New York May 15th, with 670 passengers in steerage, and 30 in cabin, and proceeded for Libau May 16th. 10256

"Petersburg" of the Volunteer Fleet arrived at Rotterdam from Libau with 388 passengers in steerage, and 5 in cabin, landed there 15 passengers for River Plate and Cape Town via London, and proceeded May 16th, having embarked 81 steeragers.

New York and Continental Line. 10257

"Avoca" sailed from New York May 5th, with 650 passengers, landed them on May 17th at Hoek van Holland, and proceeded for Hamburg collided with steamer "Nordsee," and is ashore now with two big holes in the foreship.

"Volturno" sailed from Rotterdam May 16th for Halifax with 90 steeragers of which 45 for Canada and 10 cabin passengers.

10258 **Petitioner's Exhibit 994.**

G. No. 103.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 20th, 1908.

To the Parties:

Changes in rates.

I beg to confirm my telegrams:

May 19th

10259 1) "In view of their excess Hapag advance eastbound steerage Deutschland thirty three, other steamers thirty Dollars."

May 20th

2) Cunard: "have made an advance in our westbound British third class rates five shillings and advanced all eastbound third class rates Lusitania, Mauretania two dollars, other Liverpool steamers one dollar."

3) Star: "reduces eastbound steerage to twenty six dollars."

American Line Southampton: "Reducing American
10260 Line eastbound Hamburg rate to 28 dollars."

Respectfully,

Star: (Translation) "Considering Cunard and Hapags advance Star reduces eastbound to twenty-eight only instead of twentysix."

Supplement to G. No. 103.

Jena 22/5.08.

Nasm: (Netherland Line) reduce eastbound two dollars.

Petitioner's Exhibit 995. 10261

G. No. 104.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 20th, 1908.

To the Parties:

Italian Lines. (G. 94.)

10262

I beg to confirm my to-days telegram:

"Hapag cable: Italian lines advanced eastbound steerage rates Neapel, Genua Palermo, Messina, Triest, Fiume twenty dollars, commission four."

Respectfully,
H. PETERS.
p. L. P.

10263

10264 **Petitioner's Exhibit 996.**

G. No. 105.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 22nd, 1908.

To the Parties:

Italian Lines. (*G. No. 104.*)

I beg to confirm the following telegrams from Secretary Sandford:

10265 1) "Continental North Atlantic Lines met today all except Cunard agree disqualify Zotti Cunard object stating in its matter current belief large number agents selling continental passages via Genoa, Cunard think inopportune time discipline agents when unable give competitive rates to agents and advocate suspension of rules this blocks all efforts discipline agents who violate conference rules by booking for Italian lines via Genoa and for nonconference lines and renders conference entirely helpless."

10266 2) "All Italian steamers including June third stopped booking as fully engaged Udine June sixth also stopped half capacity already booked hope settlement achieved previous June third otherwise action necessary meet situation sailings after that date."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 25 May, 1908 Ansd.

Petitioner's Exhibit 997. 10267

G. No. 106.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 22nd, 1908.

To the Parties:

Compensation for fighting rates. (G. No. 95.)

Secretary Smyth sent me a Memo to the Lines of the N. A. P. C. containing the following letters:

1) Anchor Line: May 15th: 10268

"In reference to your letter C. B. No. 9 (G. No. 85) sending us copy of a letter from the White Star Line dated 8th May. We understood that a copy had been sent to Mr. Peters, and in view of the fact that the sailing date from Newyork of the S. S. 'Jelunga' cannot be before the first week in June, we are waiting to learn Continental Lines' views. Speaking generally on the subject we consider that the suggestion of the White Star Company is a very good one indeed and competition by their steamers might have a very salutory effect. On the point of principle, 10269
however, we consider that Messrs. Ismay, Imrie & Co. might very well reduce their rate to compete with the Continental Lines without asking for any compensation for so doing. As they themselves point out that they are minus in Eastbound Pool, we can see no better plan for them to adopt to come up to their proper quota percentage than by reducing rates. The special compensation accorded to any one Line should not in our view be accepted as a prin-

10270 *Petitioner's Exhibit 997*

ciple, but only be agreed to for a specific steamer, and specific date."

2) Allan Line: May 15th:

"Circular C. B. No. 9 (G. No. 85). We do not regard favorably the proposal of the White Star Line, but we will be glad to have the views of the others. We too are in the same position, so far as Eastbound carryings are concerned, that it to say, we are short of our percentage."

10271 Besides Secretary Smyth gives the opinions of the other lines on the same subject:

3) American
Dominion

"Agreed."

4) Canadian Pacific:

"Agree provided all Lines join."

5) Cunard:

"Would be disposed acquiesce if all Lines agree."

10272 The Red Star Line write: (Translation)

"G. No. 85. We consider it useless to try to come to an understanding in regard to further competing steamers so long as no general understanding in regard to the question of compensation is arrived at."

The question of compensation for fighting the New-york Continental Line has been put on the order of the day of Monday next.

Respectfully,

H. PETERS.

p. L. P.

Petitioner's Exhibit 998. 10273

G. No. 107.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 23rd, 1908.

To the Parties:

Commission to agents for passengers booked at the Controlstations.

With reference to the letter of the Secretary of 10274
the N. A. P. C. reading:

> "In reference to your letter of the 29th April a/d to Messrs. Ismay, Imrie & Co. with press copy of a letter of 28th April from N. D. L. to yourself attached thereto, this matter was referred to at recent meeting of the British Lines, and I am desired to say, that in view of the above letter from the N. D. L. approving of a small fee being paid to Mr. Ichon, the British Lines are making this concession, say 5 marks, at Bremen and propose to apply this to other Head Agencies, where they find 10275
> the necessity or desirability for it exists, on the ground that the agent is compelled to pay away the whole of the stipulated 15/—he is not receiving, and therefore has nothing left for himself.
>
> "I trust the other Continental Lines will not object."

The Cie. Gle. Transatlantique write:

> "* * * au sujet de la commission de 5/— a accorder en dehors de celle des 15/—

10276 *Petitioner's Exhibit 999*

reguliers. Tant qu'il ne s'agira que des passagers passant par les stations de controle, nous n'aurons pas a nous en occuper. Mais si cette mesure devait etre generalisee, nous nous regarderions en droit de nous y opposer, car elle serait contraire aux arrangements conclus."

Respectfully,

10277 **Petitioner's Exhibit 999.**

G. No. 108.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 23rd, 1908.

To the Parties:

New York Continental Line, Can. Pac. Ry. Co. &
10278 *Grand Trunk. (G. No. 90.)*

In further reference to G. No. 70 the Hamburg-American Line as well as the Holland-America Line are of the opinion that bookings by N. D. L. V. Lines via Canadian Pacific & Grand Trunk should be bound to the condition that the latter do not pay any commission to the New York Continental S. S. Line.

Respectfully,

Petitioner's Exhibit 1000.

10279

G. No. 109.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 23rd. 1908.

To the Parties:

Changes in rates. (G. No. 103.)

10280

I beg to confirm the following telegram:

"Ismay wires: We advance British rate five shillings for aliens American, Dominion, White Star."

Respectfully,
H. PETERS.
p. L. P.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 25 May 1908 Ansd.

10281

10282 **Petitioner's Exhibit 1001.**

G. No. 110.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 25th, 1908.

To the Parties:

Changes in rates (G. No. 109.)

In further reference to G. No. 103 & 109 the following changes in rates have been advised:

10283 Secretary Smyth, May 23rd:

"Anchor, Allan, Canpac advanced British third class five shillings aliens United States."

Canpac, May 23rd:

"We advance British rate five shillings for aliens to United States."

Lloyd, May 24th:

"Reduce eastbound New York and Baltimore regular steamers to twenty-eight dollars."

Referring to the reduction of the Nordd. Lloyd, I
10284 beg to confirm my today's telegram reading as follows:

"Lloyd withdraws eastbound reduction advised yesterday. Rate regular steamers New York Baltimore remains unchanged Dollar thirty-one."

of which the Lines will please take notice.

Respectfully,

H. PETERS,
p. L. P.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 27 May, 1908. Ansd.

Petitioner's Exhibit 1002.

10285

G. No. 111.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 25th, 1908.

To the Parties:

New York Continental Line (G. No. 102).

10286

S. S. "Jelunga," which sailed from New York May 10th with 740 steerage & 10 cabin passengers, landed her passengers May 22nd at Hoek von Holland and proceeded from there to Hamburg.

Russian Steamers.

Referring to Circular Letter G. No. 102 the Lines will please take notice that by an oversight it has been omitted to state that S. S. "Korea" landed at Rotterdam 600 passengers.

Respectfully,

H. PETERS,
p. L. P.

10287

10288 **Petitioner's Exhibit 1003.**

G. No. 112.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 26th, 1908.

To the Parties:

Changes in rates (G. No. 110).

10289

I have to inform the Parties that the Nordd. Lloyd's communication of its withdrawal of its eastbound 28 Dollar rate as stated in G. No. 110, is a misunderstanding. The Nordd. Lloyd's eastbound rates for regular steamers are:

to New York	$28.—
to Baltimore	$28.—

Respectfully,

10290

Petitioner's Exhibit 1004. 10291

G. No. 113.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 27th, 1908.

To the Parties:

Changes in rates (G. No. 112).

10292

I beg to confirm my to-day's telegram reading as follows:

> "Lloyd reduce westbound New York regular steamers Baltimore, Galveston to hundred twenty. Rates only apply off control-stations."

In my yesterday's letter G. No. 112 it should read at the foot of the letter *from* New York & *from* Baltimore instead of to New York & to Baltimore, which the Parties will please correct accordingly.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. 10293
Recd. 29 May, 1908. Ansd.

10294 **Petitioner's Exhibit 1005.**

G. No. 114.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1908.

To the Parties:

Russian Steamers (G. No. 102).

S. S. "Estonia" of the Russian East Asiatic S. S. Co. sailed May 27th with 28 second cabin and 1005
10295 steeragers from Newyork.

Petitioner's Exhibit 1285.

G. No. 115.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1908.

To the Parties:

10296 I repeat here the following cable correspondence with Secretary Sandford:

Sent: London, May 25th, 11.30 a. m.

(1) "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions it is highly essential that the Conference regulations should be strictly enforced against agents and request New York Conference act accordingly and in cases of doubt refer same to arbitration."

Petitioner's Exhibit 1285

10297

London, May 25th, 11 P. M.

(2) "Meeting resolved opposition steamers to be put on berth against steamers Russian Volunteer Eastasiatic, Newyork Continental for eastbound business at the same or lower rates than these outsiders. Stop. Further extension of measure subject to unanimous decision of Atlantic Conference. Stop. Opposition steamer is appointed by vote by majority of members of Northatlantic and Continental Conferences in Newyork. Stop. Canpac to be considered to enable them to vote. Stop. Chairman shall 10298
have a casting vote in the event of votes being divided equally. Stop. In their decision members shall be guided by considering which steamer is best suitable for being most efficiently opposed regarding date of sailing; preference by steeragers, capacity. Stop. Terms being nearly equal steamers sailing direct for Continent of such party that is short or most short shall be appointed. Stop. If a British steamer is selected it must be subject to consent of Line concerned. Stop. New York Conferences to be at liberty appoint small committee to carry out this clause. Stop. If for 10299
such opposition steamer more passengers are booked than she can carry excess to be transferred to other suitable Conference steamer. Stop. Further by letter."

SECRETARY PETERS.

Received, May 27th:

"Your cable May 25th Cunard claim having served notice withdrawal February 17 from rules and regulations governing agents are not bound except articles fifteen and sixteen contract February 5,

10300 *Defendants' Exhibit 26*

to which in transmitting it I added:

"To the present case applies clause twenty of byelaws and if according article twenty-six the spirit of the contract is considered there can hardly be doubt that the Italian Lines' entering in Continental business in which they were not heretofore constitutes them new outside competing Lines for which agents were not working when the contract was concluded. Eventually arbitration will have to decide.

Respectfully,

10301

(Stamped) North Atlantic
Received 1/6—1908
Ackn'ld 1908
Answered 1908
Passenger Conference

Defendants' Exhibit 26.

G. No. 116.

10302 ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1908.

To the Parties:

Enclosed I beg to send a copy of the minutes of the last meeting.

Respectfully,

H. PETERS.

Petitioner's Exhibit 1006. 10303

G. No. 117.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th, 1908.

To the Parties:

Compensation for fighting rates.

In accordance with G. No. 23 the Hamburg-American Line send me the following bill for passengers forwarded at reduced rates p. S. S. Pretoria 14 April. 10304

2049 adults 161 children to be compensated

at $7.— per adult	$14906.50
@ M. 4.20	M. 62607.30

which are to be divided according to the eastbound percentages as follows:

Allan Line	4.95%	=	M. 3099.06
Anchor Line	3.93%	=	" 2460.47
Cunard Line	15.12%	=	" 9466.22
Hamburg American Line	12.35%	=	" 7732.00
Holland American Line	6.10%	=	" 3819.05
Norddeutscher Lloyd	18.79%	=	" 11763.91
Red Star Line	8.56%	=	" 5359.18 10305
White Star Line	15.49%	=	" 9697.87
American Line	8.72%	=	" 5459.36
Dominion Line	1.50%	=	" 939.11
Canpac	4.49%	=	" 2811.07
	100.00		M. 62607.30

I would request the Lines named to remit the respective amounts to the Hamburg American Line.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1. Jun. 1908 Ansd.

10306 **Petitioner's Exhibit 1007.**

G. No. 118.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th, 1908.

To the Parties:

Karlsberg, Spiro & Co. Libau.

10307

Lloyd sends me an advertisement of the Russian East Asiatic S. S. Co. in a Russian paper "Der Fraind" according to which since May 1/14 their passenger Department will no longer be managed by Messrs. Karlsberg, Spiro & Co., but that they will take it in hand themselves. Agents are requested to apply for authority etc. to the Company in St. Petersburg or to their Passenger Department in Libau. All letters to be addressed to the Libau Department.

Respectfully,

H. PETERS.

10308

Defendants' Exhibit 27. 10309

G. No. 119.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th, 1908.

To the Parties:

Emigration to Chile.

The Cie. Gen. Translantique write (Translation):

"From informations received we gather that Chile is catering strongly for Bulgarian business. 400 passengers of this nationality are going to embark on a steamer of the Fraissinet Line for Marseille where an Italian steamer will take them for Chile. The Chilian Government is paying the fare." 10310

Italian papers report that 150,000 emigrants are to be sent to Chile in the course of 5 years.

Weekly service from Marseille to New York by La Veloce.

The Cie. Gen. Transatlantique send me the following advertisement of La Veloce:

10311

"New regular weekly mail service to New York

"Sailings from Marseille every Saturday

"For freight and passage 1st & 2nd class apply to the Agents Messrs. Marie Moreau & Co. 42 rue Sainte a Marseille,

and for passengers 3rd class (emigrants) to M. Debois 80 rue de la Republique a Marseille. Marchandise to be delivered at Mole C."

Transat thinks that it will be a Line with transshipment at Naples, but will obtain further information.

Respectfully,

10312 **Petitioner's Exhibit 1008.**

G. No. 120.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th, 1908.

To the Parties:

Opposition Steamers.

10313

I beg to confirm that according to information received from the Red Star Line their steamer "Finland," sailing from New York June 6th has been selected as opposition steamer against "Volturno" with a rate of twenty-four dollars. Their present regular rate being $28 they have claim to a compensation of $4.

Respectfully,

H. PETERS.

10314

Defendants' Exhibit 28. 10315

G. No. 121.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th, 1908.

To the Parties:

Changes in rates (G. No. 113).

10316

The Cunard Line yesterday sent me the following telegram:

> "We have today advanced third class as follows: westbound British all steamers except Umbria and Etruria five shillings; westbound Scandinavian Caronia, Carmania, Ivernia, Saxonia five Kroner, Finnish seven marks; eastbound all Liverpool steamer British Scandinavian, Continental one dollar."

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1. Jun. 1908 Ansd. 10317

10318 **Petitioner's Exhibit 1009.**

G. No. 122.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 1st, 1908.

To the Parties:

A. E. Johnson & Co.

10319

The Hamburg American Line send me the following letter from their Newyork representative which they ask me to circularize:

(Translation):

"Newyork May 12th 1908.

Per "Blucher"

"Dear Mr. Storm

"Enclosed I beg to send you a cut from the 'Newyork Times' showing how A. E. Johnson & Co., advertise for the Russian Lines. Nevertheless disqualification is impossible owing to the Cunard Line opposing.

10320

"With best regards
"Yours,
sign. E. L. BOAS."

The advertisement mentioned above is the following:

" 'Russian East Asiatic S. S. Co. Limited
" 'Russian American Line
" 'Direct Service Libau New York

Petitioner's Exhibit 1010 10321

" 'Rotterdam New York Line

" 'Direct Service Rotterdam New York

" 'The new Twin Screw Express Steamer "Russia" 16000 Tons, with all modern improvements, wireless telegraph, etc., will make her maiden trip June 24th 2 P. M.

" 'All outside promenade deck rooms for Cabin Passengers. First class $80, second class $45; for further information apply to

"A. E. Johnson & Co., 27 Broadway, N. Y.' "

Respectfully,

H. PETERS.

10322

Petitioner's Exhibit 1010.

G. No. 123.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 1st, 1908.

To the Parties:

10323

Opposition steamer (G. No. 120).

According to information received from the Holland American Line their steamer "Nieuw Amsterdam," has been selected sailing from Newyork June 3rd as opposition steamer with a rate of twenty-four dollars against the Russian Volunteer steamer "Petersburg." Their present regular rate is $32, but as no compensation is allowed for the excess beyond $30, they will have to get $6 compensation per adult.

Respectfully,

10324 **Petitioner's Exhibit 1011.**

G. No. 124.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 2nd, 1908.

To the Parties:

Russian Volunteer Fleet (G. No. 114).

10325 S. S. "Cherson" of the Russian Volunteer Fleet arrived at Rotterdam May 28th with 350 steeragers from Libau. She landed there 3 for the Holland American Line and 31 for London and proceeded for Newyork May 30th after having embarked 105 steeragers.

Petitioner's Exhibit 1286.

G. No. 125.

ATLANTIC CONFERENCE.

Secretary's Office
10326 Telegraph Address:
"Secretair," Jena.

Jena, June 4th, 1908.

To the Parties:

Opposition Steamers (G. No. 123).

The Holland American Line informs me that their steamer "Niew Amsterdam" which sailed from New York June 3rd in opposition against "Petersburg" got 1520 steeragers; the "Petersburg" got 950 steeragers.

Respectfully,

Petitioner's Exhibit 1012.

10327

G. No. 126.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 4th, 1908.

To the Parties:

The new steamer "Rossia" of the Russian East-asiatic S. S. Co. sailed from Libau June 1st, with 257 steerage and 8 cabin passengers.

(Stamped): Ismay, Imrie & Co. Passengers Dept. Recd. 6. Jun. 1908. Ansd. 10328

Petitioner's Exhibit 1287.

G. No. 127.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 4th, 1908. 10329

To the Parties:

Lloyd received from New York following cable:

> "Conference Lines appointed committee to confer with counsel regarding arbitration against Cunard which in view Sherman anti-trust law requires careful consideration. Send documents by first mail. Pool agreement urgently needed."

Respectfully,

10330 **Defendants' Exhibit 29.**

G. No. 128.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 5th, 1908.

To the Parties:

Mediterranean Business.

10331

The Hamburg American Line inform me that their Director General Mr. Ballin in reply to an inquiry with Mr. Crespi, when Mr. Crespi would come to Hamburg for the proposed discussion has yesterday received the following telegram:

> "Just returned here, am sorry for reasons am explaining by letter, cannot meet you until nineteenth instant on which date will arrive Hamburg."

Respectfully,

10332

Petitioner's Exhibit 1013.

10333

G. No. 129.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 6th, 1908.

To the Parties:

Disqualification of Agents. (G. No. 115.)

10334

This morning I received the following cable from Mr. Sandford:

> "Newyork Conference Lines except Cunard consulted counsel who advise arbitration Cunard. Case here must involve entire Atlantic Conference agreement of February 5th which might lead to public discussion of its provisions as to division of traffic showing it to be violation of Sherman Law. Under these circumstances and as Atlantic Conference agreement of February 5th clearly valid under laws of England and Germany Conference Lines interested are strongly of opinion arbitration 10335
> absolutely necessary and should be held in Europe under Atlantic Conference agreement for violation by Cunard of articles 16 and 18. The situation here very serious. Control agents entirely illusory unless prompt and decisive action taken as Cunards present attitude encourages agents in booking for outside lines thus diverting business from Atlantic Conference Lines. Answer."

10336 *Petitioner's Exhibit 1013*

to which I added:

"Await instruction if any of the Parties wish to take action according to cable."

Article 23 of the Contract says: "The execution and control of the fulfillment of the stipulations of the present contract are confided firstly to the Secretary * * *" but the tenor of the arbitration clause does not allow me to refer a matter in dispute to arbitration. This can only be done by any of the Parties and therefore I ask for instructions.

10337 What the Contract stipulates: "It shall be the duty of the Secretary to use every exertion to settle difficulties amicably." I have done by writing a letter to the Cunard Line on May 30th, but to which I have not received a reply up till now.

Respectfully,

H. PETERS.

10338

Petitioner's Exhibit 1288. 10339

G. No. 130.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 6th, 1908.

To the Parties:

Opposition steamers. (G. No. 123.) 10340

From Mr. Sandford I received a copy of his following Circular letter:

No. 19 Broadway, Newyork, May 27th, 1908.

"To the Lines.

"Dear Sirs:

"Appended is list of June sailings from New York including the Non-Conference steamers and indicating the '*fighting steamers*' (with rates) and provision for excess bookings, which selection of *fighting steamers* the subcommittee recommends for confirmation:" 10341

June	2.		Kaiser W. der Grosse
"	3.		Mauretania
"	3.	11 A. M.	Petersburg (Russian Volunteer Fleet).
"	3.	8 "	New Amsterdam (Fighting steamer) $24—$2
"	4.	10 "	Lützow (Excess to)
"	4.		La Provence
"	4.		Amerika
"	4.		Celtic

10342 *Petitioners Exhibit 1288*

June	6.	2 P. M.	Volturno (N. Y. & Continental).
"	6.	11 A. M.	Finland (Fighting steamer) $24—$2
"	6.	10 "	President Lincoln (Excess to)
June	6.	10 A. M.	Oceanic (or Excess to)
"	6.		Columbia
"	6.		Campania
"	9.		Kp. Cecilie
"	10.		Bluecher
"	10.		Ryndam
"	10.		Teutonic
10343 "	11.		La Lorraine
"	11.		Baltic
"	11.		Grosser Kurfürst
"	13.		Caronia
"	13.		President Grant
"	13.		Furnessia
"	13.		New York
"	13.		Vaderland
"	16.		Kp. / Wilhelm
"	17.		Lusitania
"	17.		Adriatic
June	17.	11 A. M.	Cherson (Russian Volunteer Fleet)
10344 "	17.	7 "	Potsdam (Fighting steamer) $24—$2
"	18.	10 "	Bremen (Excess to)
"	18.		K. Aug. Victoria
"	18.		Cedric
"	18.		La Savoie
June	20.	2 P. M.	Avoca (N. Y. & Continental)
"	20.	10 A. M.	Fr. Der Grosse (Fighting steamer) $24—$2
"	20.	10 "	Zeeland (Excess to)
"	20.		Umbria
"	20		Pennsylvania

Petitioners Exhibit 1288

10345

"	20.		St. Louis
"	20.		California
"	23.		Kaiser W. II.
"	24.	2 P. M.	Russia (R. E. A. S. Co.)
"	25.	10 A. M.	Prinz F. Wilhelm (Fighting steamer) $24—$2
"	25.	3 P. M.	Arabic (Excess to)
"	24.		Mauretania
"	24.		Noordam
"	24.		Majestic
"	25.		Deutschland
"	25.		La Provence
June	27.		Patricia
"	27.		Carmania
"	27.		Barbarossa
"	27.		Caledonia
"	27.		Philadelphia
"	27.		Kroonland
"	30.		Hamburg
"	30.		K. W. der Grosse.

10346

"If this schedule is accepted, it is recommended that the competition for June 3, 6 and 17, be advertised ten days before sailing of fighting steamer.

10347

"There is some doubt as to the 'Avoca' making her date as she has been in a collision abroad and also some doubt whether the 'Russia' will come out at all."

I take it that the Parties receive copies of the Sandford's promulgations direct through their American offices and therefore, if not otherwise desired, will not henceforth circularize them on my part.

Respectfully,

H. PETERS.

10348 **Petitioner's Exhibit 1014.**

G. No. 131.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 6th, 1908.

To the Parties:

10349 *Continental steeragers by Italian Lines. (G. No. 97.)*

Austro Americana send me a cut from a Trieste paper "Piccolo della Sera" of June 1st containing a report from Cormons, station on the Italian frontier of about the following contents:

> "Remigrants
> "Cormons, May 31. This morning a special train arrived here from the kingdom (Italy) with about 2500 remigrants from America. Hungarians, Croations, Bohemians, Poles, Bosnians, Bulgarians etc. The passengers stopped here most of the day and made the
> 10350 village quite lively. They proceeded to their destinations by two special trains."

Probably the passengers were ex

Luisiane May 13th from New York with 1043 Continentals.

San Giovanni May 14th from New York with 550 Continentals.

Duca degli Abruzzi May 16th from New York with 548 Continentals.

Respectfully,

Defendants' Exhibit 30. 10351

G. No. 132.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 6th, 1908.

To the Parties:

Head-Tax.

10352

The Holland-American Line write:

> "Whereas in regard to the separate collection of head-tax the Britisch Lines have hitherto occupied the standpoint that the Board of Trade Rules did not allow such a proceeding, we have now lying before us a circular issued by the American Line, dated Liverpool, May 23rd, in which their agents are directed to show head-tax separately in issuing tickets to aliens. We gather from this instruction that the difficulties which formerly prevented unanimous action in this matter have been removed. Please find out if our conception is 10353
> correct, so that in the affirmative the question of collecting head-tax separately by joint action of all the Lines may be brought up again."
>
> Respectfully,

Russian steamers (G. No. 125.)

S. S. Petersburg: Hapag reports the accurate figures of passengers to be 55 Cabin, 916 steerage.

10354 **Petitioner's Exhibit 1015.**

G. No. 133.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 6th, 1908

To the Parties:

Disqualification of Agents. (G. No. 129.)

10355 I received today the following letter from the Lloyd of June 5th, (Translation):

> "As in spite of the cable sent to Mr. Sandford from London there is no improvement yet in the situation in America and as the representatives of the Cunard Line don't seem disposed by last reports to make earnest with Zotti, our Director General Wiegand as chairman of the last London meeting has seen cause to communicate with Mr. Watson direct and telegraphed him yesterday as follows: (Verbally)
>
> 10356 "'Understand that in spite lengthy discussions last London Meeting your Newyork agents still refuse join action Atlantic Conference Lines in disciplining agents turning over Conference business to Russian Italian Companies and especially decline disqualify Zotti, whose activity for outside Companies proves extremely detrimental to joint interests. Attitude Brown's will absolutely check all efforts Atlantic Conference Lines exercise necessary control over agents and must severely prejudize Conference Lines' prestige, and lead

10357

to general demoralization and heavy losses. Matter considered very serious by all Lines who claim Brown's attitude constitutes breach Contract and conflicts with articles 18, 22 and 26 and resolution 20 Atlantic Conference Agreement. As Chairman last London Conference consider it my duty call your attention to above facts and should be extremely obliged to hear that you are cabling orders to Newyork agents to strictly adhere Agreement rules and cooperate with other Lines.

WIEGAND.' "

10358

By wire Lloyd inform me that the following telegrams have been received in reply to the above:

"Have received your telegram regarding agents. Will take matter up and communicate with you as soon as possible.—Cunard."

and today:

"Replying telegram understand there are legal complications under consideration Newyork Conference on subject matter. We have suggested to our Newyork agents that Conference Secretary should cable full particulars to Peters. Watson."

10359

No doubt the cable which I transmitted to the parties this morning (G. No. 129) is the one referred to here.

Respectfully,

10360 **Petitioner's Exhibit 1016.**

G. No. 134.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 9th, 1908.

To the Parties:

Disqualification of Agents (G. No. 133.)

10361 In pursuance of G. No. 133 the following telegraphic correspondence has passed:

1) Cunard 6.6 8.27 P. M.

"With reference to your letter of May 30th you will probably be aware that we have been in communication with Director Wiegand, chairman last London Meeting on the subject, and that we are giving the matter our consideration."

2) Cunard 7.6 9.4 P. M.

"Referring my telegram sixth instant and
10362 Sandford's cable we cannot agree submit general question interpretation of Pool Agreement and resolutions to arbitration because we agree that an agent who consistently and deliberately gives continental business to Italian Lines or other new competing Lines is liable disqualification if Conference Lines consider this course expedient of which we still have grave doubts only possible question for arbitration is whether such agents and or other agents actually doing this we are sending our New York agent copy of this message."

Petitioner's Exhibit 1017 10363

3) Sandford 8.6.

"Referring your cable 8 Cunard representative have informed Conference Cunard while expressing grave doubts as to expediency of action proposed by Conference not disposed further stand in way of carrying out policy and wishes of the other parties to Agreement Cunard withdrawing Zotti tickets to-day Volturno 321, Finland 1305 transferred 180 Oceanic."

Respectfully,

(Stamp): Ismay, Imrie & Co. Passenger Dept. Recd. 11 Jun., 1908. Ansd. 10364

Petitioner's Exhibit 1017.

G. No. 135.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 9th, 1908. 10365

To the Parties:

Mediterranean Business. (G. No. 128.)

The Hamburg American Line send me for promulgation copy of the following letter from Mr. Crespi to Mr. Ballin:

"Rome, June 2nd, 1908.

"Dear Sir:

"I have found this morning upon my return in Rome, your yesterday's telegram and

10366 *Petitioner's Exhibit 1017*

while thanking you for its contents, I beg to confirm my message of this date, reading as follows:

"'Just returned here am sorry for reasons am explaining by letter cannot meet you until nineteenth instant on which date will arrive Hamburg.'

"I regret most sincerely not to be able to come to Hamburg before the 19th instant, but have at present pending many other very important and urgent affairs whose settlement being connected with high interests of
10367 my Company, absolutely require my personal attendance.

"I feel confident that we may succeed in bringing about from our interview some satisfactory result, in the meantime however I wish to point out that no attack was made by the Italian Lines to the others. On the contrary the attack came from the foreign Companies to the Italian Lines, whose action was consequently decided in accordance with the circumstances.

"Believe me, Dear Sir,
Yours faithfully,
10368 (Signed.) CRESPI."

(Stamped): Ismay, Imrie & Co. Passenger. Dept. Recd. 11 Jun., 1908. Ansd.

Petitioner's Exhibit 1018. 10369

G. No. 136.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 10th, 1908.

To the Parties:

Changes in Rates. (G. No. 113.)

With reference to the reduction of Lloyd's rates off control stations advised by telegram of May 27th, I am desired to especially mention that this reduction has been made in compliance with No. 11 of the Minutes of the Meeting of May 25th. 10370

Respectfully,

10371

10372 **Petitioner's Exhibit 1019.**

G. No. 137.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 10th, 1908.

To the Parties:

Proposals regarding the different agreements.

10373

With reference to the proposed amendments attached to G No. 101 which it has been decided at the London Meeting shall be considered as approved failing advice to the contrary being received by the Secretary from any Line prior to the 15th June the Hamburg American Line submit for consideration.

Proposal 6. To omit the letter from Mr. Allan to Mr. Ballin because after the percentages have been fixed by arbitration they think it without object.

Proposal 9. Agreement Y should stand, since it contains the obligation of the Donaldson Line not to carry more than 200 third class passengers p. year
10374 eastbound, which obligation is not included in agreement Z and hence they consider it more than a mere historical document.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 12 Jun., 1908. Ansd.

Petitioner's Exhibit 1020. 10375

G. No. 138.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th, 1908.

To the Parties:

Promissory Note.

10376

As the Promissory Notes are to be deposited not later than the 15th inst. I beg to repeat here the form of it as it is generally adopted:

> "On demand we promise to pay to the order of the General Director of the Hamburg-American Packet Company, the Chairman of the Cunard Steamship Company Limited and Hinrich Peters the sum of".....

At the same time I beg to state the amounts which such Line has to insert in its note:

10377

Hamburg American Line	£	31960
Holland American Line	"	12730
Norddeutscher Lloyd	"	45320
Red Star Line	"	18270
Allan Line	"	5570
Anchor Line	"	7330
American Line	"	15400
Dominion Line	"	5970
White Star Line	"	24090
Cunard Line	"	28870
Canadian Pacific Ry. Co.	"	4490

Respectfully,

10378 **Defendants' Exhibit 31.**

G. No. 139.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th, 1908.

To the Parties:

Immigration to Canada via U. S.

Lloyd send me the following copy of a letter of the U. S. Commissioner General of Immigration to the
10379 Commissioner of Immigration at Baltimore, which may interest the Parties.

"DEPARTMENT OF COMMERCE AND LABOR

BUREAU OF
IMMIGRATION AND NATURALIZATION
Washington.

51648/7 May 6th, 1908.

"Commissioner of Immigration,
Baltimore, Maryland.

"Sir:

"Under the Canadian Immigration Laws, as they are now in force, the Dominion officers at
10380 border stations are rejecting applicants for admission to Canada unless each alien has over $25.00 in money and a good address to go to. In many instances entrance has been denied even though the alien possesses the requisite amount of funds. This will be an important point to be considered in passing upon the admissibility of aliens in transit, and also show the need for production of additional proof than that heretofore furnished should refund of head tax be claimed on account of alleged transit passage.

Respectfully,
(Sgd.) F. P. SARGENT,
Commissioner General."

Respectfully

Petitioner's Exhibit 1289. 10381

G. No. 140.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th, 1908.

To the Parties:

Monthly Statements for May. (G. No. 87.)

I send today the monthly statements for May. In conformity with the Summary I have to request for the following payments being made: 10382

Allan Line	to	Anchor Line	£	1071
Dominion Line	"	American Line	"	116
" "	"	Anchor Line	"	692
" "	"	Donaldson Line	"	80
White Star Line	"	American Line	"	2106
Cunard Line	"	Continental Lines	"	10754
Cunard Line	"	American Line	"	3854

For the payment to the Continental Lines the Cunard Line will please send their check to me.

I beg the Parties to inform me when the payments have been made or received. 10383

Respectfully,

H. PETERS.

10384 **Defendants' Exhibit 32.**

G. No. 141.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, 11th June, 1908.

To the Parties:

Promissory Note. (G. No. 138.)

10385

I learn that in several countries it is required to put stamps on documents like the Promissory Note to make it legal. Will the Parties please attend to this before sending the document, or join a declaration of the respective authorities that no such stamp duty is required. Where there are several Lines in one country one such declaration would be sufficient.

Respectfully,

H. PETERS.

10386

Petitioner's Exhibit 1021. 10387

G. No. 142.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 12th, 1908.

To the Parties:

Mediterranean Business.

10388

Lloyd write:

On the last London Meeting the opinion was prevalent that it would be bad policy under present circumstances to advance the eastbound rates by the direct Mediterranean services of the Conference Lines as this would give the Italian Companies a welcome chance to raise their rates to a profitable basis and would tend to prolong the present struggle indefinitely. While we fully share these views we do not consider it quite fair that it should be left to the Lines, keeping their rates on an entirely unprofitable basis in the interest of *all*, to take all the losses upon their own shoulders. From April 1st till June 6th, we 10389
have had 7 steamers at a rate of $15 (less $2 commission) and one steamer for which we charged only $10. Bookings for most all of these steamers had to be closed considerable time before the departure, which proves that we could have filled them at much higher rates. By these steamers over 11500 steerage passengers were carried eastbound, and we estimate that the sacrifice we have brought so far in the common interest amounts to at least $50,000. While we do not wish to open the question of a compensation for the passengers carried so far at reduced rates, we

10390 *Defendants' Exhibit 33*

will, under the circumstances, have to seriously consider an increase of our rate by say $5, if the other Lines interested cannot see their way to at least partly compensate us in future for the losses we shall have to sustain. We think that $20 would be a fair basis for a compensation for our steamers.

I shall be obliged for getting the views of the other Parties on the point.

Respectfully,

Defendants' Exhibit 33.

10391

G. No. 143.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 12th, 1908.

To the Parties:

Change in Rates.

White Star has reduced eastbound third class rates by channel service Cherbourg—Havre to twenty-eight
10392 dollars, also reduced five dollars from present rates to Oriental points by that service.

The rate to Havre and Cherbourg hitherto was $34.

Respectfully,

H. PETERS.

P. S. According to telegram just received American Line Southampton followed the above reduction.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 Jun. 1908. Ansd.

Petitioner's Exhibit 1022.

10393

G. No. 144.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 13th, 1908.

To the Parties:

Transat inform me that the service from Marseille to Newyork by La Veloce, referred to in G. 119 applies only to merchandise and that is only by mistake that it has been advertised for 3rd class passengers.

10394

Italien Lines

Transat write: (Translated)

"We received your circular letter informing us that the meeting between Mr. Ballin & Mr. Crespi has been postponed until 19th inst. We send you enclosed an article from an Italien paper the contents of which show why Mr. Crespi cannot go to Hamburg before the date indicated:

10395

"The article mentioned from a paper of June 9th has about the following contents:

" 'Amendments to the Emigration law Rome June 3rd. To-day the Commission which is to examine the draft of the amendments to the emigration law held a meeting Commodore Crespi, Director of the Navigazione Italiana presiding.

" 'Mr. Crespi has explained the bad conditions made to our flag by the obstinate compe-

10396 *Petitioner's Exhibit 1022*

tition of foreigners and has asked for prompt and energetic measures of protection. He delivered a long Memorandum, which the commission has promised to take in consideration.'"

The Shipping Gazette has the following correspondence from Genoa June 5th:

"There is strong agitation in favor of preferential treatment for Italian emigrants carried under the national flag and the form suggested is free or partly free railway passes."

10397

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 Jun. 1908 Ansd.

10398

Petitioner's Exhibit 1023. 10399

G. No. 145.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 13th, 1908.

To the Parties:

Continental Business via Italien Lines. (G. No. 144.)

The White Star Line send me copy of a Letter dated June 3rd addressed by their Genoa office to the White Star Line, Newyork, which will no doubt interest the Lines: 10400

Passenger Department,
Genoa. June 3rd 1908.

White Star Line,
New York.

Continental Business via Italien Lines.

"Dear Sirs,

"In reply to your favor of the 15th ulto., we beg to inform you that the Italien Lines have succeeded in obtaining a small reduction from the State Railways for emigrants travelling from Genoa to Cormons at the Austro-Hungarian frontier. The previous rate for emigrants travelling in number of at least fifty was 13.75 and since May 6th this has been reduced to Lire 12.05 per person. Besides the Baggage of these emigrants is forwarded at the freight rate of Lire 3 per cwt. whereas previously Lire 18.50 were charged per cwt. If the number of emigrants is below fifty, they pay the general fare of Lire 22. from Genoa to Cormons. 10401

10302 *Petitioner's Exhibit 1023*

"From Cormons the following rates are charged for passengers travelling in number of at least five to one destination:

To Vienna	8.—	crown pieces.
" Budapest	9.80	"
" Fiume	3.10	"
" Trieste	1.30	"
" Laibak	3.60	"
" Agram	3.60	"
" Temesvar	18.80	"
" Grosskikinda	18.80	"
10303 " Zombloy	18.80	"
" Kaschau	18.80	"
" Bukarest	27.15	"
" Krakau	15.40	"
" Tarnopol	20.55	"
" Olmuetz	13.60	"
" Oswiecin	13.60	"
" Oderberg	13.60	"
" Mislovia	14.40	"
" Lemberg	20.55	"
" Prag	17.30	"
" Belgrad	14.65	"
" Brody	20.55	"
" Warschau	28.06	"
10304 " Karlstadt	11.10	"

Hapag has got exactly the same information from their Genoa representative as far as the fares and freight rate to Cormons are concerned.

Austro informed me, that on the 4th inst 460 Austrian emigrants passed Cormons.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 Jun. 1908 Ansd.

Petitioner's Exhibit 1024. 10405

No. 146.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 13th, 1908.

To the Parties:

New York and Continental Line.

The Holland American Line inform me that the 10406
"Avoca" which after the collision with the steamer "Nordsee" returned to Rotterdam, was arrested there soon after the collision and since has been at Rotterdam. The embargo has not been taken up yet. There is therefore no chance that the "Avoca" can take her berth for the sailing advertised for June 20th.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 Jun. 1908 Ansd.

10407

10408 **Petitioner's Exhibit 1025.**

G. No. 147.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 15th, 1908.

To the Parties:

Russian Steamers (G. No. 132.)

10409

S. S. "Estonia" of the Russian East Asiatic S. S. Co. which sailed May 27th from New York with 1000 steeragers arrived at Rotterdam June 7th landed all her passengers and proceeded June 10th to Libau.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Jun. 1908 Ansd.

10410

Petitioner's Exhibit 1026. 10411

G. No. 148.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 15th, 1908.

To the Parties:

Promissory Notes. (G. No. 141.) 10412

The Allan Line have sent me their note for the amount of £7420.— which includes £1850.— for their share in the westbound Continental steerage traffic of 1.85%. Likewise the Donaldson Line sent a note for £200.— for their 0.20% in the same traffic, whilst the Dominion have not included their 0.74% in the amount of their note.

Agreement Z not containing a proviso for a deposit I think the Canadian Lines for their Canadian services are not under obligation to make a deposit and I therefore did not include them in the statement in G. No. 138 of the amounts to be deposited.

I should like to get the views of the parties on this point, and further beg to refer to G. No. 141. 10413

Respectfully,

H. PETERS,
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Jun. 1908 Ansd.

10414 **Defendants' Exhibit 34.**

G. No. 149.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 17th, 1908.

To the Parties:

10415 *Change in Rates. (G. No. 143.)*

The Cunard Line sent me the following telegram:
Liverpool 16/6.9.29 p. m.

> "Have advanced westbound British Scandinavian rates Lusitania, Mauretania by five shillings making British rate aliens eight pounds citizens etc. seven pounds five shillings also advanced eastbound British, Scandinavian rates Lusitania, Mauretania to equivalent of westbound alien rate."

Respectfully,

10416 (Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 19 Jun. 1908 Ansd.

Petitioner's Exhibit 1027.

10417

G. No. 150.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 17th, 1908.

To the Parties:

Russian Volunteer.

10418

I beg to advise that according to an information which I received from abroad the Russian Volunteer Fleet will not send out any more steamers until westbound traffic improves.

Respectfully

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Jun. 1908 Ansd.

10420 **Petitioner's Exhibit 1028.**

G. No. 151.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 17th, 1908.

To the Parties:

Compensation for fighting rates

10421

Re the question of compensation for passengers overbooked for S. S. Pretorio and Barborossa I beg to advise that I submitted the attached statement of the case to Mr. J. Bruce Ismay requesting his decision, which I shall communicate, as soon as it is received.

Respectfully,
H. PETERS.
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Jun. 1908 Ansd.

10422

At the London Meeting, May 20th, 1908 it was agreed:

> "The question of compensation to the White Star Line for the passengers overbooked for the 'Pretoria,' April 14th and transferred to the 'Baltic,' and to the Holland America Line for the passengers also overbooked for the 'Pretoria' and 'Barborossa' and transferred to the 'Potsdam' and 'Noordam' to be referred to Mr. Ismay for decision."

Petitioner's Exhibit 1028

10423

Statement of the Cases:

(1) On March 18th the Secretary wired to the Parties:

> "Red Star wires: to meet eastbound rate 23 dollars 'Volturno' 11th April propose reduce rate Hapag. Red Star steamers sailing same date 23 dollars. Difference between 23 dollars and regular rate of said steamers to be supported by all Atlantic Conference Lines *pro rata* eastbound percentages."

Lloyd thought it sufficient if Hapag alone reduced 10424
to $23—and agreed to a compensation of $7—per adult, the Hapag rate at that time being $30. This proposal was agreed to by all the A. C. Parties as confirmed by the Secretary's circular letter G. No. 23. Consequently the Hamburg American Line was only compensated at the rate of $7 per adult, although at the time the "Pretoria" sailed their rate had been advanced by $4 to $34.

The Hapag steamer sailing April 11th was the "Pretoria" which carried 2374 steeragers. 448 passengers were booked in excess of her capacity, of which 435 were transferred to the steamer "Noordam," of the Holland America Line, sailing April 10425
15th, and 13 to the steamer 'Baltic' of the White Star Line, April 16th. The eastbound rate of the Holland America Line and the White Star Line on March 18th was $30.—, when the "Noordam" and "Baltic" sailed their rate had been increased to $34.

With reference to these latter 13 passengers the White Star Line wrote to the Secretary on April 28th as follows:

> "Dear Sir:
>
> "The following is extract from letter dated 18th inst to hand from our New York office:

10426 *Petitioner's Exhibit 1028*

"'S. S. "Baltic." There are 13 Continental passengers on this steamer transferred to us from the S. S. "Pretoria" at the $23 rate (net $21) to Hamburg. The Hamburg Line, we understand, transferred over 400 of their overbooked passengers to the Holland American Line steamer on the same terms. We are advised by the Hamburg Line that an agreement exists whereby they and the N. G. L. are to cut their rates Eastbound to meet the competition of the two Russian Lines when the latter have steamers sailing and the loss involved
10427 is to be borne equally by all the members of the Pool. As our net rate is $32.—, the difference involved is $11.— on each passenger. It was on these conditions that we agreed to take the passengers.'"

"We take it there is no question as to our being compensated for the difference in rate referred to, and shall be glad to have your confirmation."

On May 6th the Holland America Line handed in a bill to the Secretary of the A. C. for the above mentioned 435 steeragers ex "Pretoria" as per annex 1, requesting him to collect the amount of $5061.76 from
10428 the Parties. A compensation having only been agreed to for the "Pretoria" and only to the amount of $7.— per adult, the Secretary did not see on which title he could have asked the Parties to settle the claims and left the matter pending for a discussion, which resulted in all Parties agreeing to Mr. J. Bruce Ismay being asked to decide the points in question which maybe are:

(a) Are the Steamers "Noordam" and "Baltic" entitled to a compensation?

10429

(b) To what amount are they entitled to compensation?

(c) Who has to pay the compensation, and in which proportion?

(2) The Holland America Line by their steamer "Potsdam," sailed from New York April 8th, took 325 steeragers, overbooked for Lloyd steamer "Barbarossa," which sailed from New York on April 9th with 2286 steeragers.

On April 4th the Hamburg American Line had received the following cable from New York:

10430

"North German Lloyd stopped booking Barbarossa ninth April. This will drive business to Petersburg eight April, Voluturno eleventh April, therefore suggested to North German Lloyd to continue booking Barbarossa transferring overflow to Amerika ninth April at twenty four dollar rate for account of Atlantic Pool. Do you agree? Expect Pretoria eleventh April will be overbooked. Shall we continue booking and transfer overflow to following steamers also for account of Pool? Cable instructions."

10431

In communicating this cable Hapag strongly advised to agree to the proposal and asked the Secretary to get the votes of the Parties by urgent telegrams. April 4th being Saturday it would have been to no purpose to send telegrams to the British Lines that day. In the meantime the Holland America Line proposed the overflow should be sent by their "Potsdam" April 8th instead of by the "Amerika" April 9th, this being cheaper for the Pool, since "Potsdam" rate was $34—against "Amerika" $38—They were prepared to take the passengers ex "Barbarossa" at the $24.—rate at which they were booked, if they

10432 *Petitioner's Exhibit 1028*

were paid the difference against their regular rate by the Pool. Whilst there was no objection of the Continental Lines to the excess ex "Barbarossa" being shipped by the "Potsdam," they disagreed on the question of compensation, and the Secretary being unable to make the British Lines a definite proposal, omitted to wire them the more so as he could hardly expect to get their replies in time.

On April 17th the Holland America Line wrote to the Secretary: (Translation):

> "As there was no time left to settle the ques-
> 10433 tion of compensation for taking Lloyd's excess passengers ex "Barborossa," booked at the opposition rate, before the sailing of our steamer 'Potsdam' we have, without awaiting the result of the respective negotiations, today instructed our New York office to accept such overflow from steamer at the reduced rate if space is left. We did so taking it for granted that the Parties would admit that this measure was right and proper, and that having regard to our being a party considerably in excess in the Pool they would compensate us for the difference between our regular rate
> 10434 and the special rate."

The bill of the Holland America Line is in annex 2.

This case differs from the first ones in that respect that the "Pretoria," from which the passengers per "Baltic" and "Noordam" came, in compensation for having made an opposition rate got $7.— per adult, whilst the "Barbarossa" from which the passengers per "Potsdam" came, got no compensation, in consequence of a special arrangement between the Continental Lines.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Jun. 1908 Ansd.

Petitioner's Exhibit 1029. 10435

Annex 1

Copy.

Holland Amerika Linie

Account

for 406/1, 14/2, 15/0 Hapag passengers ex S. S. "Pretoria" shipped per S. S. "Noordam" eastbound April 15, 1908.

		Difference
Noordam rate	$34.—	
Hapag accounted these passengers to us at	$23.—	10436
Difference p. 1/1	$11.—	
Total Difference for 406/1, 14/2, 15/0—413/1 @ $11.—		$4543.—
Difference in inland fares from Rotterdam and inland fares from Hamburg credited to us		" 470.50
Inland fares for 19 passengers holding Hapag tickets to Hamburg @ $2.54		" 48.26
Total Difference		$5061.76

10437

10438 **Petitioner's Exhibit 1030.**

Annex 2

Copy.

Holland Amerika Linie

Account

for 316/1, 6/2, 4/0 passengers ex S. S. "Barbarossa" and shipped per S. S. "Potsdam" eastbound April 8th 1908

	Potsdam Rate	$34.—
	Lloyd accounted these passengers	
10439	to us at	"24.—
	Difference p. 1/1	$10.—
	Total difference for 316/1, 6/2,4/0 = 319/1 @ $10.—	$3190.

Defendants' Exhibit 34a.

G. No. 152.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
10440 "Secretair," Jena.

Jena, June 17th, 1908.

To the Parties:

Monthly Statements for May. (G. No. 140.)

In my circular Letter G. No. 140 it has been overlooked to mention that in conformity with Summary No. 3 the Canadian Pacific has to pay to the American Line £256.— of which the respective Lines will please take notice.

Respectfully,

Defendants' Exhibit 35. 10441

G. No. 153.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 18th, 1908.

To the Parties:

Change in rates. (G. No. 149.)

10442

From the Secretary of the N. A. P. C. I received the following telegram:

Liverpool 17/6. 5.24 p. m.

"White Star advanced five shillings British third class westbound Baltic, Cedric, Celtic, Arabic effective to-day other steamers unaltered."

Respectfully,
H. PETERS,
p. L. P.

10443

10444 **Petitioner's Exhibit 1031.**

G. No. 154.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 18th, 1908.

To the Parties:

10445 S. S. "Petersburg" of the Russian Volunteer arrived from New York at Rotterdam on the 15th inst. with 916 steeragers and 55 cabin passengers; after having landed 780 steeragers at Rotterdam she proceeded to Libau.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jun. 1908 Ansd.

10446

Petitioner's Exhibit 1032. 10447

G. No. 155.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 19th, 1908.

To the Parties:

II. Cl. Rate "off Cherbourg."

10448

From Mr. Hy Wilding I received the award re II Cl. Cherbourg rate of which the Parties will please find copy annexed.

Respectfully,
H. PETERS,
p. L. P.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jun. 1908 Ansd.

10449

10450 **Petitioner's Exhibit 1033.**

Annex to G. No. 155.19/6.08.

The Moorings,
Basset,
Southampton.

June 16th, 1908.

Award.

In its natural meaning the expression "Off Cherbourg" is not synonymous with "From Cherbourg."
10451 The steamer would be "Off Cherbourg" whether she had approached it from the eastward or from the westward and whether she was arriving or sailing.

The meaning submitted on the part of the White Star and American Lines, by reference to the Imperial Dictionary, is a meaning attached to the adverb Off not to the preposition Off.

But the word has assumed a technical meaning in Passenger Agreements it was adopted to indicate a rate appertaining to a place other than a terminal of the Ocean Steamer carrying the passengers or a rate which might form only a portion of a through rate and the word has generally if not exclusively had this
10452 meaning in previous Passenger Agreements.

The Word has been used as applying to eastbound as well as to westbound business and to passengers coming to as well as departing from the place Off which the rate is quoted, see *e. g.*: Clause 3 in Agreement on Second Cabin business dated Liverpool 15th June 1898, Clause near the bottom of Page 2 of Agreement concerning Second Cabin business dated 5th. September 1902 and the corresponding Clause in the Agreement concerning Second-Class business dated London, March 1905.

Petitioner's Exhibit 1033

10453

The parties to this Arbitration differ as to the arrangement come to in February last and which is embodied in the last paragraph on page one of Agreement W. dated London, 5th. February 1908. Agreement W. is an Agreement for "Minimum Ocean rates for Second-Class passengers Eastbound and Westbound" and having regard to the natural meaning of the words "Off Cherbourg" or to the technical use of the word Off in previous Passenger Agreements I do not consider that the words "Off Cherbourg" in the paragraph now in difference are sufficient to show that the rate following them was intended to apply only to Westbound business and decide that this rate 10454
applies both Eastbound and Westbound.

sign. HY. WILDING.

My fee £5:5:0. to be paid by the White Star and American Lines.

10455

10456 **Petitioner's Exhibit 1034.**

G. No. 156.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 19th, 1908.

To the Parties:

Reduction in eastb. rates by Italian Lines.

The Hamburg American Line received the follow-
10457 ing cable from New York 18/6:

"Italian Lines issued circular sailings Verona July fourth, San Giorgio July seventh, Piemonte July eleventh, Indiana July fifteenth, Sannio July eighteenth, Nord America July twentyninth, Ancona from Philadelphia July twentyfifth, Naples seventeen Dollars Triest, Fiume twenty commission four."

Russian eastbound reduction

The Hamburg Line received cable that the Russian East Asiatic S. S. Co. reduced eastbound steerage
10458 rates for S. S. "Russia" sailing June twentyfourth to Rotterdam, from $24 to $22, Libau rate $29.

Opposition steamers

S. S. "Potsdam" of the Holland Line sailed May 17th with 2025 steeragers from New York in opposition to S. S. "Cherson" of the Russian Volunteer Fleet which sailed the same date with 850 steeragers.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jun. 1908 Ansd.

Petitioner's Exhibit 1035.

10459

G. No. 157.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 20th, 1908.

To the Parties:

Change in Eastbound rates.

10460

American & White Star Lines reduced their eastbound Italian rate by their Channel Services to Turin to $25.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Jun. 1908 Ansd.

10461

10462 **Petitioner's Exhibit 1036.**

G. No. 158.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 20th, 1908.

To the Parties:
The White Star write:

"We give you copy of letter dated June 13th received from our agent Mr. Fedor Berns of Antwerp, which you may consider interesting
10463 to the Lines:

'In order to keep you posted about the passenger traffic on the Continent here, I beg to advise you that the 'Atlantic Express Co. of Rotterdam' are advertising extensively here a 2nd class fare off Antwerp at 150 francs gross & 135 francs nett to agents, to New York & Halifax steamers to leave fortnightly and in a short time weekly. When you consider that our fare is for the 3rd class, 150 marks and for the 2nd class 250 marks you will see that this is a disastrous competition to us, and cutting our rates to
10464 such an extent that it has made, and will make, such a difference to us, that it seriously affects the passenger traffic by the regular British Lines with direct sailings from here.'"

I beg to refer to circular Letters G. No. 12, 13 and 20 in which is said that the Atlantic Express Co is the Agency of the N. Y. Continental and Russian Eastasiatic Line.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Jun. 1908 Ansd.

Petitioner's Exhibit 1037. 10465

G. No. 159.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 20th, 1908.

To the Parties:

Cherbourg eastbound Rate of American & White Star. 10466

The White Star Line inform me that they advanced the eastbound II class rate to Cherbourg by the Majestic and Teutonic to £11.— in accordance with the award given by Mr. Wilding. They further say that the American Line, Southampton service have advanced the eastbound second class rate to Cherbourg to the same figure.

Respectfully,
H. PETERS,
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 22 Jun. 1908 Ansd. 10467

9893

10468 **Petitioner's Exhibit 1038.**

G. No. 160.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 20th, 1908.

To the Parties:

Mediterranean Business.

10469

The following replies have been received upon Lloyds proposal re to compensation in the Italian eastbound trade:

1) Holland American Line:

"For the reasons already stated in G. No. 66 we are of opinion that the Lines interested in the direct Mediterranean business should not apply for compensation to the Atlantic Conference Lines. The fight that is being fought at present by the Italian Companies could very likely have been avoided if Mr. Ballin's original proposal had been accepted. Moreover it must not be overlooked that the Italian Companies have attacked the Continental Eastbound Business, not in order to fight the Continental Lines, but to fight the non-Italian Lines interested in Italian business. It is clearly a fight for Italian business, and it is exceedingly hard on the Continental and British Lines not interested in the Italian business that on account of questions which solely regard Italian business they are made to suffer. This is bad enough as it is. All the At-

10470

10471

lantic Conference Lines in proportion to their percentages bear already their share in the losses that are inflicted upon them by the Italian Companies and we do not think that the Lines not interested in the Italian business should be requested to participate any further in the expense connected with any measures that the Lines in the Mediterranean business may find necessary to take against the Italian Companies in order to protect their trade.

"We would further mention that the Lines not interested in the Italian business, so far as they are parties to Agreement L, would, if they agreed to Lloyd's proposal, have to compensate the Lines in the Mediterranean trade for the very same passengers who, if they had not had the opportunity of booking at the reduced rate, would to a certain extent have travelled by the French Line which has now to be compensated for not being able to get its share of that very same business on account of the reduced rates being practised by the Lines running direct to Italy."

10472

"For the various reasons mentioned we do not agree to Lloyd's proposal."

10473

2) Red Star Line endorses the letter of the Holland America which has been published on the same subject in G. No. 66.

3) Transat write:

"Puisque les bas prix n' empechent pas les bateaux italians de se remplir et puisque le Lloyd refuse du monde, nous ne voyons pas du tout pourquoi il est necessaire de maintenir un prix de $15. Il serait preferable, a notre avis, que cette Compagnie monte a $20 comme

10474 *Petitioner's Exhibit 1038*

elle en manifeste l'intention. Le "Romanic" de La White Star applique le prix de $20 au depart de Boston (circulaire du 20 Mai)

"Nous devons ajouter que si le Lloyd prend $20 nous le suivrons immediatement."

4) Anchor Line:

"We have perused Lloyds letter to you on this subject, and agree generally with the views expressed as to fairness of Continental Lines *not* in the direct Italian service showing the Lines that are in this business, some consideration for the loss the latter have been called on to bear by fighting Italian Lines at war rates.

10475

"Our position is similar in every way to the Lloyds. By our steamers to Naples we have had a rate of $13 less $2 commission for 3 sailings, and a rate of $15.00 less $2 commission for two sailings and our rate for current sailings is still at $15.00.

"We cannot be expected to continue to aid North Atlantic Lines to save their Continental Eastbound bookings by fighting Italian owned Lines, at rates that leave a loss so we may be forced to advance rates to Italy which will just mean the Establishment for good of Italian owned Lines in the through booking of Continental Eastbound passengers via Genoa."

10476

The other parties have not yet given their views.

Respectfully,

Petitioner's Exhibit 1038

10477

The reply of the White Star Line is just received reading:

"Mediterranean Eastbound business.

"Referring to your G. No. 142 we note Lloyd's remarks and think the question of compensation for the Mediterranean Services of the Conference Lines engaged in the fight with the Italian Lines should be brought up for consideration in the event of the forthcoming meeting between Mr. Ballin and Mr. Crespi not resulting in an early settlement of 10478
the present differences.

"Since the 1st. of April we have had six sailings with nearly 8,000 passengers at rates from $15 to $20 as against our usual rate of $35. and the 'Cretic' is advertised from New York June 20th. followed by the 'Canopic' from Boston June 27th. both at the $15 rate. We hope however, that an early settlement will follow the negotiations now on foot and so obviate the necessity of this question of compensation being further considered.

"Failing an agreement with the Italian Lines it is undoubtedly in the interest of the Atlantic 10479
Conference that steps should be taken to prevent the Italian Lines restoring their Eastbound rates to a remunerative level, so long as they continue to attack the Eastbound Continental business."

10480 **Defendants' Exhibit 36.**

G. No. 161.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 22nd, 1908.

To the Parties:

Amerikanische Transport Gesellschaft.

10481

The Cie Gle Transatlantique write:

> "L'Atlantic Express Company a cree une succursale a Bale. Le representant de cette succursale est en meme temps celui de Zotti. Cette agence qui porte le nom de 'Amerikanische Transport Geselleschaft' pretend qu'elle peut faire des affaires avec toutes les compagnies du pool surtout au retour. Elle. travaille en meme temps pour la Felotte Volontaire russe.
>
> "Nous serions beureux que les autres lignes fassent prendre des informations sur cette
> 10482 agence, et si elles sont conformes avec celles que n' possedons nous proposerons sa disqualification."

Will the Parties please inform me after having investigated in the above matter whether they agree with the French Line in the disqualification of the "Amerikanische Transport-Gesellschaft."

Respectfully,

Petitioner's Exhibit 1040. 10483

G. No. 162.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 22nd, 1908.

To the Parties:

New York Central Line.

10484

I am informed that S. S. "Volturno" which sailed June 6th from New York with 325 steeragers landed her passengers at Hoek van Holland June 18th and proceeded the same day to Hamburg.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Jun. 1908 Ansd.

10485

10486 **Defendants' Exhibit 37.**

G. No. 163.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 22nd, 1908.

To the Parties:

Change in rates.

10487

Mr. Smyth informs me of the following change in rates:

Liverpool 20/6. 10.12 a. m.

"Allan Liverpool advanced Libau 160, Riga 170, Antwerp, Rotterdam, Amsterdam 140 marks. Equivalent prepaid Allen Glasgow Rotterdam, Antwerp marks 140."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Jun. 1908 Ansd.

10488

Defendants' Exhibit 38. 10489

G. No. 164.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 22nd, 1908.

To the Parties:

Head Tax.

10490

In reply to G. No. 132 I receive the following information from the Secretary of the B. L.:

> "Head Tax.—Replying to the remarks of the Holland-Amerika Line in your circular letter G. 132. I am desired to say that there is no change in the British Board of Trade law affecting the importation of foreign matter into contract tickets, but from information they have received the Lines do not anticipate any difficulty arising with the Board of Trade herein. Nevertheless this contingency is being kept in mind, hence the reason for confining the arrangements regarding head tax to British third class business as a beginning."

10491

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Jun. 1908 Ansd.

10492 **Petitioner's Exhibit 1290.**

G. No. 165.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 22nd, 1908.

To the Parties:

Mediterranean Business.

10493

The Hamburg America Line write:

(Translation) "Between our Director General Mr. Ballin and Mr. Crespi, Director General of the Navigazione Generale at Rome, who had come to Hamburg for the purpose yesterday, the negotiations took place which had been contemplated some time ago for the purpose of a preliminary discussion of the question whether it is possible to end the present state of war in the Mediterranean business by an understanding.

10494 "The very minute deliberations have finally led to the result that a conference has been contemplated for July 20th in Lucerne.

"Director General Mr. Ballin only agreed to this proposition after the positive declaration on the part of Mr. Crespi that the Italian Lines would drop every claim as to participation in the Continental passenger business. The subject of the meeting therefore will only be either to try to bring about a pool arrangement between all the Lines interested in the Italian business or if this should be impossible to come to a rate agreement.

Petitioner's Exhibit 1290

10495

"The demand made in the beginning by Director General Mr. Ballin that the Italian Lines should establish the *status quo* before entering into further negotiations or to advance the Continental passenger rate to $25 net, Mr. Crespi declared not acceptable under any circumstances.

"The H. A. L. requests me to ask all interested parties that is all parties belonging to the Atlantic Conference inclusive of the Cie Gle Transatlantique and the Austro Americana as well as the Fabre Line in Marseille whether they will take part in this Conference. The Italian Lines wish that the Prince Line be not invited in as much as this line has no concession at present."

10496

Requesting the favor of a reply by return

Respectfully,

(Stamped): North Atlantic Passenger Conference Recd. 24 Jun 1908 Ack ..... Ansd. .....

10497

10498 **Petitioner's Exhibit 1041.**

G. No. 166.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 23rd, 1908.

To the Parties:

Newyork uptown offices.

The Cunard Line write:

10499 "Referring to the Minutes of Conference Meeting held in London on the 25th ulto., para 14, on question relating to Uptown Offices in New York, we beg to say that we have, as then arranged, given this matter further consideration, but regret that we cannot see our way to depart from the understanding arrived at at the General Meeting of the Lines in London in February last, which provided that the question be reserved until the December meeting of this year. In view of that understanding we think that the Compagnie Generale Transatlantique should withdraw their tickets from the Sleeping Car Agency
10500 without making such withdrawal contigent on the acceptance by the parties to the Agreement of an additional stipulation, thereby placing themselves on the same footing as the other parties to the agreement."

The Cie. Gle. Transatlantique will please inform me of their reply to the above suggestion.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Jun. 1908 Ansd.

Defendants' Exhibit 39. 10501

G. No. 167.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 23rd, 1908.

To the Parties:

Fighting rates. 10502

Transat write:

"Nous avons bien recu votre depeche nous distant que le 'Potsdam' etait parti de New York avec 2025 et le 'Cherson' avec 851 passagers. La concurrence qui a ete faite a ce navire ne l' a pas empeche de faire son plein absolu puisqu'il n'avait jamais pris autant de passengers. Il serait interessant de savoir comment l'Est asiatique s'est debarrasse des passagers qu'il a eus en trop, car il est bien certain qu'il en a laisse a terre. Nous esperons qu'ils n'ont pas ete pris par le 'Potsdam.' 10503

"Cette enorme expedition prouve que les passagers attendant le depart de ou des paquebots a bon marche. En effet, pendant la 21me semaine qui avait deux navires a bas prix, les lignes Continentales ont transporte 5367 emigrants, et pendant la 22me qui n'avait que des navires au prix normal elles n'en ont eu que 2798. Le resultat que obtenons n'est donc pas d'enlever des passagers a l'Est Asiatique, mais de le forcer a pratiquer des prix bas. Si nous voulons l'empecher de prendre des pas-

10504 *Defendants' Exhibit 39*

sagers, il faudrait que chaque semaine, qu'elle ait ou n'ait pas de depart, il y ait un ou peut-etre deux navires pratiquant des prix bas. Les passagers n'attendraient pas la semaine de la concurrence et nous pourrions arriver a faire le vide sur les paquebots de l'Est Asiatique; de plus, nous generions les lignes italiennes.

"Nous sommes obliges de faire plus que nous n'avons fait jusqu'a ce jour puisque le resultat que nous esperions n'est pas atteint."

10505

As to the 851 passengers which the Cherson took I would mention that on her voyage from New York on December 18th 1907 she had 1294 passengers embarked; it is therefore not probable that under the competition of the Potsdam the Cherson has obtained her full capacity.

Respectfully.

10506

Defendants' Exhibit 40. 10507

G. No. 168.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 24th, 1908.

To the Parties:

Ruijs & Co. agents of the Russasiatic at Rotterdam. 10508

The Holland America Line write:

> "It may perhaps interest the Lines that the Russian East Asiatic Line, who as you are aware, were represented at Rotterdam by the Atlantic Express Co. (alias Landy), has lately placed their Rotterdam Agency into the hands of the firm of Ruijs & Co. shipbrokers."

The firm Ruijs & Co. have already been the agents of the East Asiatic until January last when they were replaced by Landy who opened an office under the name of the "Atlantic Express Co." The firm Ruijs & Co. lost their agency at that time by the East Asiatic because, so far as I am informed, Karlsberg, Spiro & Co. were pressing in this direction. Perhaps the above stands in close connection with the fact that according to the advertisement in the Russian paper "Der Fraind" (G. No. 118) Karlsberg, Spiro & Co. also lost their agency at Libau. 10509

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Jun. 1908. Ansd.

10510 **Petitioner's Exhibit 1042.**

G. No. 169.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 24th, 1908.

To the Parties:

10511 *Russian Volunteer & East Asiatic.*

The Holland-America Line write:

"*G. No. 150.*

"Our New-York office writes us that according to information from Mr. Sandford, Messrs. C. B. Richards & Co. have stated that the Russian Volunteer Fleet would discontinue the sailings of their vessels until the westbound situation has decidedly improved. They further write us that there is also a rumour to the effect that the Russian East Asiatic Company
10512 will stop their service after the sailing of ss. 'Rossia,' their new steamer, which has been scheduled to leave New-York on June 24th, but that they are not able to state where this rumour originates from."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Jun. 1908. Ansd.

Petitioner's Exhibit 1043. 10513

G. No. 170.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 24th, 1908.

To the Parties:

New York Continental Line. 10514

S.S. Jelunga which left New York instead of the "Avoca" on the 20th inst. had 250 steeragers on board; the "Friedrich der Grosse" which sailed in opposition on the same day embarked 1009 steeragers.

On the former trip on 10th May when there was no steamer opposed to her, the Jelunga had obtained 740 steeragers.

Respectfully,

H. PETERS.
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. 10515
Recd. 26 Jun. 1908. Ansd.

10516 **Petitioner's Exhibit 1044.**

G. No. 171.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 24th, 1908.

To the Parties:

10517 *Opposition steamers.*

The Holland America Line has been informed by their Newyork office that besides the North German Lloyd steamer "Prinz Friedrich Wilhelm" (June 25th) the s.s. "Noordam," which is to sail from New York on the 24th of June, has been selected by the committee to act also as a competitive steamer to s.s. "Rossia" of the Russian East Asiatic Co. sailing the same day. The special reduced third class outward rate for the s.s. "Noordam" has been fixed at $22.

Respectfully,

10518 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Jun. 1908. Ansd.

Petitioner's Exhibit 1045. 10519

G. No. 172.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 25th, 1908.

To the Parties:

New Mediterranean Line from Venice. 10520

The Austro Americana have received from their Newyork representative the following cut from the Journal of Commerce, which will be of interest to the Parties, viz:

> "Rumors were current in shipping circles yesterday of the establishment of an immigrant steamship service between New York and Venice, to be operated by one of the larger Italian Lines. The idea, according to the reports, is to enter into direct competition with the Cunard and Austro Americana services to Trieste and Fiume, using Venice as the port of arrival and departure." 10521

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 27 Jun. 1908. Ansd.

10522 **Defendants' Exhibit 41.**

G. No. 173.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 25th, 1908.

To the Parties:

Headtax. (G. No. 164)

The Cie. Gle. Transatlantique write:

10523 "Nous voyons que depuis quelque temps les lignes anglaises, qui avaient ete les plus opposees a cette mesure, content separment la head tax et le passage proprement dit.

"Nous avions demande d'adopter cette facon de proceder, mais ie nous avait ete repondu que le Board of Trade anglais s'y opposait et la Red Star avait declare que cela lui etait impossible. Puisque les lignes anglaises sont revenues sur leur decision, nous pourrions faire de meme.

"En cotant separement la head tax, nous donnerons satisfaction au Commissaire gen-
10524 eral de l'immigration aux Etats-Unis, qui est revenu a plusieurs reprises sur cette question. De plus, il vaut toujours mieux, pour les compagnies qui ont souvent a modifier leur prix, mettre la head tax a part. En somme, nous ne ferions qu'adopter ce qui a ete decide pour les prepaids."

If found suitable the parties will perhaps take up the question of a uniform regulation of the headtax at the next meeting.

Respectfully,

Petitioner's Exhibit 1046. 10525

G. No. 174.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 26th, 1908.

To the Parties:

From the Holland-America Line I received the following telegram:

Rotterdam 25/6. 10.25 a. m.

"Noordam June 24 from New York with 1000 steerage. Russia June 24 from New York with 40 first 60 second 1140 steerage including 250 improved steerage." 10526

Respectfully,

Defendants' Exhibit 42.

G. No. 175.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena. 10527

Jena, June 27th, 1908.

To the Parties:

Change in rates.

From the Anchor Line I received the following telegram:

Glasgow 27/6. 9.37 a. m.

"Have reduced eastbound rate continental ports to thirty dollars."

Respectfully,

H. PETERS.

10528 **Petitioner's Exhibit 1047.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 27th, 1908.

The Shipping Gazette in their edition of June 25th publish the following notes from their Newyork correspondent dated Newyork June 13th:

The Mediterranean Rate War.

10529 C. B. Richard and Co., passenger agents for the Prince Line of steamships, have given notice that, pending a return of normal conditions, the line has decided to discontinue its service between New York, Naples and Patras. Two vessels with a steerage capacity of 1,200 each—the Sicilian Prince and the Neapolitan Prince—have been used in maintaining his service, and both will be placed out of commission at Naples. The reason given by the Prince Line for its action is that with a net rate of $8 per passenger from the United States and little westbound traffic at any price, it would not be profitable to operate the ships. After announcing the suspension of the Mediterranean service of the Prince Line, Mr.

10530 Richard said that the last sailing of the Russian Volunteer Fleet service would be by the steamship Kherson on June 17. "We have no criticism to make of the Prince Line for cutting off the service," said Mr. Oscar L. Richard yesterday. The Mediterranean steerage business is unprofitable to all concerned just now. The Italian lines are all reducing the number of their sailings, and I am informed that the White Star and other lines with Mediterranean services are doing likewise.

Asked as to the present status of the dispute between the five exclusively Italian lines and the other

10531

lines having Mediterranean services, which resulted in a practical disruption of the Atlantic Steamship Conference some months ago and the precipitation of a ratecutting war, Mr. Richard said: "About all the American agents of the Italian lines know is that they have been instructed to attend no more meetings of the Atlantic Steamship Conference. Our principals abroad firmly believe that their lines should be allowed to handle Continental business to Austro-Hungarian ports on the same basis that the Cunard, Austro-Americana, French and other lines handle Mediterranean business. They propose to continue 10532
the fight."

Discussing the rumors to the effect that a new service to Adriatic ports under the Italian flag would be started soon, Mr. Richard said: "A tentative proposition has been made by interests in Italy and Hungary to establish such a service, and the opinion of agents here asked. The reply in each case was that the vessels of such a line could be filled. So far as I know, no definite steps towards organising a new company have been taken." Under the agreement of the Atlantic Steamship Conference a commission of $2 on each ticket sold was allowed to emi- 10533
grant ticket agents. Since the withdrawal of Italian lines the commission rate has been largely advanced, as much as $5 being offered in many instances. Some of the agents declare that the lines remaining in the conference have called in tickets and discharged agents who continue to sell tickets of the lines outside the conference. One emigrants' ticket agent, with a number of branch offices, in a typewritten statement issued yesterday, claims that the action of various lines in discharging him as agent constitutes an illegal boycott. He further declares it likely that a test case will be filed in the United States Court."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 29 Jun. 1908. Ansd.

10534 **Defendants' Exhibit 43.**

G. No. 176.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 29th, 1908.

To the Parties:

Headtax. (G. No. 173)

The Red Star Line write: (Translation)

10535 "We are opposed to the head tax being quoted separately on cash tickets. We confirm what we have already said formerly that the Belgian law does not allow the head tax to be quoted separately and our efforts with the Commissioner of emigration to the contrary have been resultless. We know that the Commissioner of Imigration wants the headtax to be generally levied separately for the reason that U. S. Citizens shall not be obliged to pay it. If the Lines are disposed to dispense U. S. Citizens from the headtax this can also be done in some other way, *f. i.*, by telling them
10536 that U. S. Citizens will be refunded the headtax on the other side if within a certain time they furnish official proof that at the time when they travelled they were U. S. Citizens.

"We regret that the N. D. L. V. Lines at that time have engaged themselves to partially quote the headtax separately for the effect of this measure has been nothing else but confusion."

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Recd. 1 Jul. 1908. Ackd. Ansd.

Petitioner's Exhibit 1048. 10537

G. No. 177.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 29th, 1908.

To the Parties:

Fighting opposition. (G. No. 167)

The Red Star Line write: (Translation)

"Our Newyork office write:
"S.S. Vaderland sailed Saturday (June 13th) with 390 Third class. The Continental movement last week on the whole was comparatively light none of the steamers having large numbers, the majority evidently waiting for this week when the cut rates will be in effect." 10538

"This confirms what Transat writes (G. No. 167) that the passengers wait for the cut-rate steamers to the prejudice of the steamers with regular rates. We don't want to blame anybody but it seems that the representatives in Newyork have not handled the matter in the right way, and not very judiciously. It seems 10539
to us that it was a blunder to fix the fighting steamers a whole month in advance. The agents evidently got information of it somehow and the passengers are now booked for the steamers with reduced rates. We are of opinion that the fighting steamers ought to have been fixed one by one and on shortest possible notice. As matter now stands the measure is hardly of any value.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 1 July. 1908. Ansd.

10540 **Petitioner's Exhibit 1049.**

G. No. 179.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 30th, 1908.

To the Parties:

10541 *Compensation for fighting rates.*

With reference to G. No. 117 the Hamburg-American Line inform me that as yet only 2 Lines have paid the amounts due. Will the Lines in delay please settle. If there should be anything to be adjusted with regard to the account this can be done later. The question of the rate of exchange for such bills I have noted for the next meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 2 Jul. 1908. Ansd.

10542

Petitioner's Exhibit 1291. 10543

G. No. 180.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 1st, 1908.

To the Parties:

Definite print of the Agreements.

I herewith beg to send a number of copies of the London Agreements A.A., Z, X and H2. As one 10544
party did not find it convenient to have them bound all in one for the reason that it would be difficult to make additions I have got them printed each separately. Besides the amendments as submitted by circular letter G. 101, I have at the request of the Nordd. Lloyd inserted in Agreement A.A. Art 27, 4th line the words "up to date of such withdrawal" to which I trust there will be no objection. The percentages stated in Art. 3 are still subject to revision according to the final statistics of Mr. Sandford, which are not yet at hand.

Agreement H2 provides the signature of the parties to it, I therefore would request to remit me a copy 10545
duly signed.

Copies of Agreement V. & W. will be mailed shortly.

I further mail copies of the byelaws of the last meeting, which I got printed so far as they are still to be recorded.

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Recd. 3 July. 1908. Ackd. Ansd.

10546 **Petitioner's Exhibit 1292.**

G. No. 181.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 1st, 1908.

To the Parties:

10547 *Meeting, July 20th.*

Lloyd request me to ask the Parties if it is desirable that Mr. Sandford should be present at the Meeting July 20th on Mediterranean business as proposed by himself. Will the Lines please let me have their view by wire.

I take this opportunity to ask the Lines if they agree, that I send a copy of the circular letters to Mr. Sandford. He writes:

"Mr. Smyth has sent me a few of your circular letters to the Lines—for instance your letter dated Jena May 29, G. No. 115.

10548 "It would help me very much were I to be favored with copies direct of such circular letters as are issued in future, in order to have a full comprehension of the progress of the business and development of all questions and settlements, and I should greatly appreciate it if I could be favored accordingly.

"In fact a number of times of late I have been asked questions as if I were in receipt of these circular letters."

Petitioner's Exhibit 1292

10549

He further wrote on April 10th:

> "As soon as you are in a position to do so, it is presumed you will be good enough to send here for use, a few sets of the several London Arrangements. It has been the habit in the past, of the Lines needing copies of such arrangements from time to time to apply here for extra ones. As a matter of fact twelve sets will be very useful—they will probably supply all demands for at least a year to come."

I shall be pleased to hear if I may send the agreements of which he informed me he had already received proof copies through Mr. Smyth. 10550

Respectfully,

(Stamped): North Atlantic Passenger Conference. Recd. 3 Jul. 1908. Ackd. Ansd.

10551

10552 **Petitioner's Exhibit 1050.**

G. No. 182.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 1st, 1908.

To the Parties:

Agreement V.

The Holland American Line write:

10553 "It has been overlooked to inform you of the existence of an agreement, which has been in force for a number of years, between the Dutch Government and our Line pertaining to the transportation of Dutch Government Officials returning from the Dutsch West-Indies to Holland by way of New York.

"Such Officials as are designated by our Government to travel by this route, we have to carry in the first class of our steamers at a rate of florins 225. (£18.15.0) paid for by our Government.

10554 "Owing to the fact that it rarely happens that Government Officials returning from the Dutch West-Indies take this route, we are sorry to say that it has been overlooked to mention the existence of this agreement at the time when contracts of this kind were being tabled.

"As you will notice, the rate of £18.50.0, while covering our agreement rate for the steamers "Nieuw Amsterdam," "Noordam," "Rijndam," "Potsdam" and "Statendam," remains below the first cabin minimum agreed upon for the "Rotterdam."

"We shall try to have our agreement with the Government changed so as to conform to the cabin agreement."

Respectfully,

Defendants' Exhibit 44. 10555

G. No. 183.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 1st, 1908.

To the Parties:

Russian Volunteer Fleet. (G. No. 93)

Lloyd send me the annexed report which they received from Petersburgh on a subvention of 7,000,000 Roubles which the Russian Government has granted 10556
to the Volunteer Fleet with following comments: (Transl.)

> "This subvention seem to us very high as it amounts to nearly M 1,200,000 (£60,000) p. a. which is much more than is necessary for maintaining the comparatively small lines mentioned under 1 & 2 of the annex. It represents therefore a considerable capital which the R. V. F. receive each year and which occasionally may turn inconvenient in the North-atlantic trade."

Further Lloyd have got the following report from 10557
Libau:

> 1) "The interruption in the regular sailings Libau-Newyork of the R. V. F. is only temporary; they will be taken up again in about 2 or 3 months.
>
> 2) "The Eastasiatic Co. sail a steamer regularly every fortnight. They have built a new steamer of 1800 steeragers capacity, making the trip in 12/13 days. The passenger department is now managed by Mr. Rosaler instead of Karlsberg.

10558 *Defendant's Exhibit 44*

3) "Karlsberg owns three new smaller steamers carrying 4/500 passengers, which sail every Saturday for Hull Liverpool or London (Note of Sec: This I think is a mistake).

4) "Rosaler is only agent and gets only 5 Roubles p. passenger instead of 10 which Karlsberg got. The Nordish Steamship Co. which formerly was represented in Riga by Bielby has these last days been transferred to Riga. Last week the Nordish Steamship Co. had 25 passengers which they turned over to
10559 Karlsberg. They are not yet working openly up till now."

Lloyd in asking me to promulgate the above say that further news on the subvention of the R. V. F. will follow.

Respectfully,

Annex to G 183, 1/7.08

"Seven Millions Roubles subvention of the
10560 Russian Government to the Volunteer Fleet."

(Preliminary Report)

On Saturday June 14/27 the Imperial Russian Duma discussed a motion of the Minister for Commerce and Industry on subventions for the Russian Volunteer Fleet.

The bill was pleaded by the Minister for Commerce Mr. Schipaw himself and was carried with 113 against 111 votes after passionate debating in which nearly all the parties were engaged and of which particularly the parties of the left opposed the subvention.

Defendant's Exhibit 44

10561

The main contents of the bill are:

The Russian Government grants the Russian Volunteer Fleet for the term of 11 years beginning with June 15th 1908 a subvention of 6,900,000 Roubles in toto viz:

for	the	year	1908	Rbl.	283.333
"	"	"	1909	"	800.000
"	"	"	1910	"	693.000
"	"	"	1911	"	672.000
"	"	"	1912	"	651.000
"	"	"	1913	"	630.000
"	"	"	1914	"	609.000
"	"	"	1915	"	588.000
"	"	"	1916	"	567.000
"	"	"	1917	"	546.000
"	"	"	1918	"	525.000
"	"	"	1919	"	340.067

10562

In consideration of these amounts the R. V. F. is bound to maintain the following services:

1) a Line between Wladiwostock and Tsuruga twice a week.

10563

2) a weekly Line from Wladiwostock to Shanghai calling at Fusan and Nagasaki.

3) The Lines of the Russian Volunteer Fleet must be under the Russian flag.

4) The steamers employed in these services must not be slower than 14 knots and need not steam more than 16 knots.

5) The Russian Volunteer Fleet has the right to build the 4 new steamers requisite for the new Lines on foreign shipyards.

10564 *Defendant's Exhibit 44*

A "Reuter" Telegram of 26th on this subject reads:

"The Duma today discussed the report of the Finance Committee on the Bill of the Minister of Commerce for the grant of a subsidy for the establishment of a temporary shipping service to be conducted by the Volunteer Fleet between Vladivostock and China or Korea and Japan.

"M. Shipoff, in a long speech, pointed out the great importance of uniting the mainland with the sea as the centre and the focus of
10565 world policy, 'Unless we establish a line of steamers,' the Minister said, 'trade on the coast will be interrupted. Not in the interests of an aggresive policy, but in sheer self-defence, direct communciation is necessary, not only with the Chinese ports as far as Shanghai, as the Budget Committee desires, but also as far as Tsuruga and on to Yokohama, because all places to the north of this line depend on Vladivostock.' After urging the necessity of establishing both shipping lines, M. Shipoff concluded: 'When I was in the Far East a short time ago I hoped that our grave posi-
10566 tion there would be improved by the efforts of the Duma. I should be sorry if my hopes were disappointed.

"A division resulted in a majority in favour of the motion of the Finance Committee, which accepts the Minister's Bill in its entirety."

Defendant's Exhibit 45. 10567

G. No. 184.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd, 1908.

To the Parties:

Newyork uptown offices. (G. No. 166)

The Cie Gen. Transatlantique write:

"Nous avons bien recu votre lettre circulaire No-166 et nous ne comprenons pas l'insistance de la Cunard à nous demander le retrait de 10568
l'autorisation que nous avons donnée aux Wagons-lits pour la vente de nos billets, d'autant plus qu'elle ne croit pas pouvoir prendre un engagement quelconque.

"En prenant la Cie des wagons-lits comme agent, nous ne nous sommes pas réservé le monopole et toutes les lignes qui le désirent peuvent faire ce que nous avons fait nous-mêmes. Nous avons expliqué a Londres que nous ne voulions pas nous brouiller avec cette compagnie avec laquelle nous avons de nombreuses relations pour nos lignes de l'Algérie, et c'est à cause de cela que nous voulons lui 10569
maintenir notre représentation et nullement parce qu'elle nous donne beaucoup d'affaires. En effet loin d'avoir un accroissement dans le nombre de nos passagers, nous avons une énorme diminution puisque l'ensemble des passagers de 1 re au départ de New York, a baissè de 8%, tandis que la baisse sua notre propre ligne est re 20%.

"Nous pourrions, si la Cunard le croit bon, traiter à nouveau cette question lors de la prochaine conférence."

Respectfully,

(Stamped): North Atlantic Passenger Conference Recd, 4 Jul 1908. Ackd. Ansd.

10570 **Petitioner's Exhibit 1051.**

G. No. 185.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd, 1908.

To the Parties:

10571 *Russian Steamers. (G. No. 156.)*

S.S. "Cherson" of the Russian Volunteer Fleet which sailed from New York June 17th arrived at Rotterdam June 28th with 850 steeragers; she landed 750 and proceeded for Libau June 30th.

Stamped: Ismay, Imrie & Co. Passenger Dept. Recd. 3 Jul. 1908. Ansd.

10572

Petitioner's Exhibit 1052. 10573

G. No. 186.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 3rd, 1908.

To the Parties:

Mediterranean business; proposed Meeting 10574
(G. No. 181)

From G. No. 165 the Parties know that the Italian Lines wished that the Prince Line be not invited to attend the proposed meeting. The White Star Line however considered it desirable that they should be represented for the following reason:

> "Although it is quite true they have no license from the Italian Government for the westbound business, and their service is temporarily suspended, they can be a very disturbing factor Eastbound, and that is the business the meeting has primarily to consider." 10575

I wrote Mr. Crespi to that effect and received yesterday his wire:

> "If other Lines wish intervention Prince Line we have not difficulty. Stop. I beg you wire me if Conference shall be 20 July and where because I have to set engagements with other Conferences."

So far the following Lines have agreed to attend the meeting:

10576 *Petitioner's Exhibit 1052*

Hamburg-American Line
Holland American Line
Norddeutscher Lloyd
Red Star Line
Cie. Gen. Transatlantique
Austro-Americana
Anchor Line
Cunard Line
White Star Line

which latter I have asked if they will also represent the American & Dominion Lines.

10577 Allan Line did not think their attendance necessary as they are only very indirectly interested in the Italian business, and Canadian Pacific did not see the necessity of their being represented. To both of them I have written, that very likely other points but Italian business will spring up at the meeting, and I hope they will consider it as their non-presence might block decisions.

From the Fabre Line I received to day the following reply to a special letter I had written them:

10578 "Nous avons eu l'honneur de recevoir votre lettre du 26 Juin, par laquelle vous nous demandez si nous pourrions assister à un meeting à Lucerne le 20 Juillet.

"Nous regrettons de vous informer, que nous ne saurions nous rendre à un meeting à cette date, ayant déjà disposé du mois de Juillet pour des congés qui ne peuvent plus étre modifiés. Si vous combiniez une réunion du 10 au 15 Aout, nous pourrions arranger nos mouvements de manière à y assister.

"Nous devons néanmoins vous exprimer notre défaut absolu de confiance dans les résultats d'un meeting en ce moment. Après

la brusque rupture des accords à New-York, tant par les Compagnies Italiennes que par les Compagnies Allemandes, à un moment où il était tout indiqué de rester d'accord et de patienter, nous ne pouvons croire à une reprise des pourparlers qu'après que chacun sera las de jeter son argent à pleines mains dans l'Oceans et pour espèrer une entente, il ne faudrait pas voir Mr. Crespi refuser toute hausse provisoire dans les taux de retour, ni la White Star s'attribuer le monopole de Boston, ni les Compagnies Allemandes s'arroger celui des Continentaux.—Il nous parait superflu de se déranger pour se réunir, si dés les premiéres paroles échangées, tout doit étre rompu sans espoir, et si l'on doit se séparer avec plus d'aigreur qu'on n'en avait auparavant. 10579 10580

"Nous restons d'ailleurs toujours convaincus, qu'une poule équitable sera impossible au dèpart d'Europe, avec tant de Compagnies et de services différents; c'est chose du reste inutile, du moment que les prix sont fixés par le Gouvernement Italien. Quant aux Eastbounds et aux Prepaids, nos agences de New-York sont mieux placées que nous, pour en discuter et pour s'entendre." 10581

Not being aware of what importance the presence of the Fabre Line at a meeting on Mediterranean business is, I wired to-day to the Parties directly interested that Fabre Line was prevented from attending, absolutely no confidence in results and if they consider their presence necessary.

As to Mr. Sandford's coming over there are up till now only the following telegrams:

10582 *Petitioner's Exhibit 1052*

Anchor: 27/6. 2:21 P. M.

"Provided meeting Mediterranean Conference definitely arranged 20 July we consider it advisable and suggest Secretary Sandford Newyork attend. He is thoroughly conversant whole situation and with all interests and his information would be of value to all concerned."

Americano:

"Agree Sandford being invited attend meeting July twentieth."

10583

Respectfully,

H. PETERS.

10584

Petitioner's Exhibit 1053. 10585

G. No. 187.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 3rd, 1908.

To the Parties:

Newyork & Continental Line. 10586

Yesterday the Holland American Line wired that since the last westbound sailing of the Newyork & Continental Line on May 30th there had arrived at Rotterdam 135 passengers appointed to sail by "Volturno" June 27th. This steamer however, is still under repairs in Hamburg whilst "Avoca" is still under embargo at Rotterdam. It being possible that the Newyork & Continental Line might try to dispose of their passengers via England Nasm asked me to inform the Parties, so as to prevent that conference agents book these passengers for a conference line, which I did.

10587

I may mention that the Newyork & Continental Line occasionally also gets passengers from England. The "Jelunga" May 30th got 19 and the same steamer on April 10th the same number. The passengers were Hebrews. Maybe they were booked in London by somebody who is under no control.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 6-Jul 1908 Ansd. .....

10588 **Petitioner's Exhibit 1054.**

G. No. 188.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 3rd, 1908.

To the Parties:

10589 *Fighting Opposition. (G. No. 177)*

Lloyd wanting to know which steamers are appointed for July to fight outsiders I cabled and got the following reply:

> "No opposition prior July 18th probable Volturno July 18, possible Estonia July 22nd. Subsequent departures uncertain. Competition July 18th Zeeland, excess California, St. Louis, but unannounced until July 8th; undesirable sooner."

10590 It is to be hoped that the delay in advertising the fighting steamer will have the effect to increase the number of passengers at regular rates for the other steamers.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 6-Jul. 1908 Ansd. .....

Petitioner's Exhibit 1055. 10591

G. No. 189.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 4th, 1908.

To the Parties:

Russian Steamers. 10592

"Estonia" of the Russasiatic sailed June 29th from Libau via Rotterdam with 625 passengers amongst which were 18 second class passengers.

10593

10594 **Petitioner's Exhibit 1293.**

G. No. 190.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1908.

To the Parties:

10595 *Proposed Meeting.*

I informed the Lines specially interested in Mediterranean business that the Fabre Line was prevented from attending the proposed meeting to which the majority and Mr. Crespi replied, that under these circumstances they considered the meeting to no purpose. I then asked them to reconsider the position taken in their letter (G. No. 186) to which I got their reply:

> "..... Nous vous remercions de votre communication et tâcherons de nous y rendre" .....

10596 Mr. Tattet had also communicated with them and received a letter saying that they p r o b a b l y will attend. Neither of their replies being positive and thinking Lines might not care to go to Lucerene unless they are sure that the Fabre Line will be represented I have once more wired them and will communicate their answer as soon as received.

The presence of Mr. Sandford at the meeting being considered useful by several of the Lines I shall cable him as soon as definite.

The Canadian Pacific & the Allan Line have not yet positively said that they will attend, but make it de-

pendent on the agenda, which I therefore enclose herewith, at the same time asking the parties, to inform me, of any other matters they may wish to have added to it. 10597

Hapag write me, if any Party should be prevented from attending they might authorize Mr. Ballin or some other member to vote for them. It would be absolutely necessary that the meeting be effective and conclusive and that the Parties be represented in such a way as to avoid any Party having to wire to the home office for instructions. The last meeting in London in this respect had not been what it ought to have been. Hapag therefore want to know, by which gentlemen, each Line will be represented at the meeting, and I shall be pleased if the Lines will inform me. For the I. M. M. Co. Mr. Ismay and Mr. Sanderson will be present. 10598

Mr. Crespi having withdrawn his objection to the Prince Line being invited I shall inform them unless objected to by wire by any party not later than 10th instant.

As to the Campagnia Transatlantica (Spanish Line) I have as yet not been in any communication with them and I beg to ask for instruction if they are to be invited too. 10599

Respectfully,

(Stamped): North Atlantic Passenger Conference Recd. 9 Jul. 1908. Ackd. .....Ansd.

10600 *Petitioner's Exhibit 1293*

AGENDA

to the proposed Meeting at Lucerne.

1) Negotiations with Italian Lines.

2) Compensation in Mediterranean eastbound business. (G. No. 142 & 160)

3) Promissory notes.

4) Rate of exchange for compensation amounts for fighting rates. (G. 179)

10601 5) Reduction of expenses for advertisements.

6) Free transportation from Quebec to Montreal.

7) Transat & Sleeping Car Co. (G. No. 184)

8) Headtax quoted separately.

9) American Transportation Co. Disqualification.

10) Karlsberg, Spiro & Co., Libau.

11) British Lines passengers via Controlstations.

12) Agreements and circulars for Mr. Sandford.

13) Negotiations with Russian Eastasiatic Co. (Eventually)

10602

Jena, July 7th, 1908.

Defendants' Exhibit 46. 10603

G. No. 191.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1908.

To the Parties:

Karlsberg, Spiro & Co. (G. No. 183) 10604

The White Star Line write:

"Referring to your G. 183.

"With regard to paragraph 3, we understand that Karlsberg does not own the vessels referred to but merely acts as agents for 'Det Forenede Dampskibs-Selskab.' "

Agreement A.A.

Page 6 last line. Please correct in your copies: "33" instead "28." 10605

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 9-Jul. 1908 Ansd. .....

10606 **Petitioner's Exhibit 1056.**

G. No. 192.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1908.

To the Parties:

Competition steamers against "Russia" June 24th.

The Holland America Line write:

"Our New York Office writes us under date
10607 of June 26th as follows:

"Our steamer 'Noordam' left last Wednesday with 1120 third class passengers, she having been selected as stated to you in previous correspondence, as a competing steamer with S. S. 'Russia' of the Russian East Asiatic Company.

"S. S. 'Russia' itself left with a total of 900 steerage passengers, of which 200 were accommodated at a $4 higher rate in the so-called improved steerage or third class. We are convinced that if our S. S. 'Noordam' should not have had a competitive rate, the number of
10608 passengers on the 'Russia' would have been nearly doubled, as extraordinary attention was given by the firm of A. E. Johnson & Co., through advertisements, extra commission, etc. to have a good showing for the first departure from here.

"The new steamer 'Prinz Friedrich Wilhelm' left yesterday with 1729 third class passengers, also against S. S. 'Russia.'"

The capacity of the "Russia" is stated differently G. No. 93 says 264 third class & 1400 steerage, whilst according to G. No. 183 it is 1800 steerage.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 9 Jul. 1908. ..... Ansd.

Petitioner's Exhibit 1294. 10609

G. No. 193.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 9th, 1908.

To the Parties:

Monthly Statements for June. (G. No. 140) 10610

To-day I send the Monthly Statements for the month of June. In conformity with the Summary, I have to request for the following payments being made:

Allan Line	to	Can. Pac. Ry. Co.	£ 257.—
" "	"	Anchor Line	" 392.—
" "	"	Donaldson Line	" 60.—
Dominion Line	"	American Line	" 80.—
" "	"	Can. Pac. Ry. Co.	" 867.—
White Star Line	"	Continental Lines	"3135.—
" " "	"	Anchor Line	"2050.— 10611
Cunard Line	"	American Line	"6632.—

The White Star Line for their payment to the Continental Lines will please send their check to me.

The Parties will please inform me when the payments have been made or received.

Respectfully,

(Stamped): North Atlantic Passenger Conference
Recd. 11 Jul. 1908 Ackd. Ansd.

10612 **Petitioner's Exhibit 1057.**

G. No. 194.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 10th, 1908.

To the Parties:

10613 *Russian Steamers.*

S. S. "Russia" of the Russasiatic which left New York Wednesday June 24th, arrived at Rotterdam July 4th with 40 first class, 60 second class passengers and 900 steerage passengers including 200 passengers of improved steerage.—She landed her cabin passengers & 600 steeragers and proceeded July 7th for Libau.

S. S. "Estonia" of the Russasiatic which sailed from Libau June 29th, arrived at Rotterdam July 3rd with 579 steeragers (G. No. 189: 607 steeragers),
10614 she embarked there 70 passengers more and proceeded July 4th for New York.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 13 Jul. 1908 Ansd. .....

Petitioner's Exhibit 1058. 10615

G. No. 195.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 10th, 1908.

To the Parties:

Arbitration of Compensation for passengers carried at fighting rates. (G. No. 151) 10616

On this point I received the following letter from Mr. Ismay:

> "Referring to your letter of the 17th, ulto., I have given careful consideration to the claims for compensation put forward by the Holland-America and White Star Lines for passengers carried by their steamers, which were overbooked for the 'Pretoria' and 'Barbarossa,' and find, in reply to
>
> "*Question A:* That the steamers 'Noordam' and 'Baltic' are entitled to compensation; 10617
>
> "*Question B:* That the steamers 'Noordam' and 'Baltic' are entitled to receive the same amount of compensation per head as was paid to the 'Pretoria,' and that the first-named steamer is entitled to receive the difference between the inland fare from Rotterdam and the inland fare from Hamburg, and also the inland fares in respect of 19 passengers holding Hamburg Packet Company's tickets to Hamburg, amounting, in all, to $518.76;

10618 *Petitioner's Exhibit 1058*

"*Question C:* That the compensation should be paid by the Pool Lines in the same proportions as their percentages of the Eastbound Pool.

"In regard to the claim put forward by the Holland-America Line in connection with the 'Potsdam,' for payment in respect of the passengers carried by that steamer, which were over-booked for the 'Barbarossa,' I find that the 'Potsdam' is entitled to receive the same compensation as was paid to the 'Barbarossa.'

10619 "Perhaps you will kindly communicate this decision to the parties interested."

I shall cause the resp. accounts to be settled as soon as the question of the rate of exchange is agreed upon.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 Jul. 1908. Ansd. .....

10620

Petitioner's Exhibit 1059. 10621

G. No. 196.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 10th, 1908.

To the Parties:

Proposed Meeting. (G. No. 190)

I am sorry to say there is nothing definite yet. The meeting was dependent on the Fabre Line attending. On 8th, morning I received their telegram saying: 10622

> "Nothing inforeseen happening reckon to be Lucerne twentieth."

I passed this on to the Parties and also to Mr. Crespi asking if this was satisfactory. Mr. Crespi's reply was:

> "Thanking for your communication about Fabre reply I regret to inform you that owing to their uncertain presence some of Italian Lines had to settle other engagements, so that date meeting shall very probably be deferred."

I then wired him: 10623

> "Deferring meeting now would, I believe, seriously endanger the chances of bringing it together in near time."

and got his reply of 8th:

> "Am doing my best to avoid deferring meeting. Will wire as soon as possible."

This is the last I have, up till now, heard from him. It is to no purpose to invite Mr. Sandford to come over whilst the meeting itself is still uncertain.

10624 *Petitioner's Exhibit 1059*

As to the attendance of the Trasatlantica the Anchor Line consider necessary to invite them as they are members of the Newyork Italian Conference. Hapag have understood that Mr. Crespi would invite them and I shall make sure if he has done so.

On the part of the Norddeutscher Lloyd there will be present at the meeting the following gentlemen:

Director General Dr. Wiegand,
Director Heineken,
Prok. v. Plettenberg,
Mr. Seyde,
10625 Mr. Gustav H. Schwab of Newyork.

I am waiting for the names of the representatives of the other Lines.

The Canadian Pacific have informed me that they will be represented, and I hope the Allan Line will find the meeting of sufficient importance to make it worth their while to be present too. At any rate, as one can not foresee which turn the proceedings may take, it will be necessary that they authorize some other party to vote for them and the same applies also to the Donaldson Line.

If after all I get news from Mr. Crespi that the meeting has been agreed to by the Italian Lines I shall
10626 at once wire. In the meantime, I am looking out for a suitable Hotel, which I shall state. As soon as everything is fixed, I would advise the gentlemen, who will attend the meeting, to secure their rooms, as it is now the height of the season.

Respectfully,

Telegram from Mr. Crespi:

> "As I foresaw Lloyd Sabaudo already otherwise engaged. They are trying to get rid of such engagement reserving to give definite answer Monday next."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 Jul. 1908 Ansd. .....

Petitioner's Exhibit 1060. 10627

G. No. 197.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 10th, 1908.

To the Parties:

New York & Continental Line.

The Holland America Line inform me that S. S. "Jelunga" which sailed from New York June 20th (G. No. 170) arrived at Rotterdam July 2nd with 10628
250 steeragers which she disembarked. On July 3d the steamer also discharged her cargo destined for Hamburg.

The 135 passengers on which the Holland Line reported in G. No. 187 were in the meantime increased by 165 passengers thus making a total of 300 passengers, of which 123 are in destination for Halifax and the rest for New York. They were forwarded by the "Jelunga" on 4th inst. (which had arrived two days previous from New York) after she had shipped the cargo which the agents of the New York & Continental Line had gathered in the last months. When leaving she was arrested on account of unpaid steve- 10629
dore's bill, but after an hour she was released.

It is rumoured that S. S. "Volturno," which is still in Hamburg under repairs shall come to Rotterdam to carry the cargo discharged there ex "Jelunga" to Hamburg.

Respectfully,

H. PETERS.

N. B. Change in rates.
Lloyd reduce westbound Express steamers to 160 Marks.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 Jul. 1908 Ansd. .....

10630 **Petitioner's Exhibit 1061.**

G. No. 198.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 13th, 1908.

To the Parties:

10631 *Meeting; agenda*

Article 3 of Agreement AA provides that the figures of the percentages have to be checked. This was considered necessary because the statistics on which the percentages in Art. 3 are based were then still subject to amendment for 1907. In the meantime the Lines will have received Mr. Sandfords corrected Annual Report for 1907 and the percentages can now be settled definitely. I shall add this to the agenda.

With reference to the Agents reported by the Lines as receiving more than 5% commission on first class business the opinion is expressed that several of them
10632 are to be considered as tourist offices or bankers who must not get more than 5%. As such are mentioned f. i. Pitt & Scott, American Exchange Co. Rome, French Lemon & Co., Florence, Schenker, Schottenfels, Riesels, etc. Lloyd wants me to inform the lines, in order to prevent misconceptions that most of the agents in his statement get 7 1/2% on bookings through subagent only to whom the General Agent has to pay commission. Except this the maximum commission generally is 5% and the number of agents getting more that 5% to themselves is comparatively small.

This commission question I shall note also for discussion at the meeting.

Petitioner's Exhibit 1061

10633

The Anchor Line write:

> "If any proposals or tentative agreements are now being drawn up for submission to the parties that assemble at Lucerne that these should be submitted to the Contract Lines running a direct service between Newyork and Italy for their consideration prior to the General Meeting."

If any Line has to offer anything in this direction I shall be glad to submit it to the Parties for their information.

10634

Opinions differing whether Agreements, Circulars, etc., are to be sent to Mr. Sandford to Newyork as requested by him I consider it proper to also submit this matter for verbal exchange of views at the meeting.

Respectfully

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 15 Jul 1908. Ansd.

10635

10636 **Petitioner's Exhibit 1062.**

G. No. 199.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 14th, 1908.

To the Parties:

Proposed Meeting.

10637 In pursuance of G. No. 196 I am sorry that instead of a definite reply from Mr. Crespi if Lloyd Sabaudo will attend the meeting I received this morning from him the following message, sent yesterday night:

> "Lloyd Sabaudo cannot decide to-day about possibility to be disengaged. Will definitely wire to-morrow."

In the meantime I had received yesterday night the following telegram from the Cunard Line:

> "Referring your circular letter 10th instant G. 196 we are sorry to observe that proposed
10638 meeting at Lucerne 20th instant has not yet been definitely fixed in view of this uncertainty we feel it incumbent upon us to say that unless we hear to-day that meeting will actually take place and that all lines interested will be represented we shall be forced make arrangements which will prevent our attending the Meeting,"

which I immediately passed on to Mr. Crespi at the same time wiring the Cunard Line, if they could not postpone their arrangements until I could to-day have received Mr. Crespi's answer to their telegram.

Petitioner's Exhibit 1062

10639

As a convenient Hotel may be considered "Hotel Schweizerhoff." But—considering the number of representatives of the Lines, which apparently will be over 40, the Hotel will have no proper room to accommodate the Meeting and I have therefore prepared to eventually secure the Assembly room of the Board of the Gotthard R. R. which is 2 minutes' walk from the Hotel.

As some of the gentlemen who will attend have informed me, that they will not arrive but Monday morning at 9 o'clock I propose that the Meeting begin at 10 1/2.

10640

The Cunard Line will be represented by Mr. William Watson, Mr. A. A. Booth and Mr. A. D. Mearns, the White Star Line by Mr. J. Bruce Ismay, Mr. Harold Sanderson, Mr. A. B. Cauty & Mr. Cruse.

Respectfully,

H. PETERS.

N. B. Hapag will be represented by Director A. Storm, Director Ecker, Dr. Murken, Mr. Lederer of Newyork and Mr. Neumann.

10641

I received this afternoon the following telegram from the Cunard Line:

> "Telegrams received. As attendance several Lines still quite indefinite regret cannot now arrange to attend meeting Lucerne."

which I have passed on to the Lines interested.

The meeting at Lucerne I think must be considered as dropped.

(Stamped): Ismay, Imrie & Co Passenger Dept. Recd. 16 Jul. 1908. Ansd.

10642 **Petitioner's Exhibit 1063.**

G. No. 200.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 14th, 1908.

To the Parties:

10643 *Newyork Uptown Offices.*

I beg to promulgate the following letter from the Cunard Lines:

> "Referring to your G. 184 of the 2nd instant with letter from the Compagnie Generale Transatlantique, we notice that the last paragraph intimates that 'should the Cunard desire it, we could open this matter at the next Conference.' We would point out, however, that it was decided at the London Meeting in February that the question of Uptown Offices was to be brought up at the December Meeting,
> 10644 whether any Line specially desired to do so or not."

Respectfully,

(Stamped): Ismay, Imrie & Co Passenger Dept. Recd. 16 Jul. 1908. Ansd.

Petitioner's Exhibit 1064.

10645

G. No. 201.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 16th, 1908.

To the Parties:

Proposed Meeting (G. No. 199).

On Tuesday 14th 9 p. m. I received the following "urgent" telegram from Mr. Crespi from Genoa:

10646

> "Lloyd Sabaudo disengaged. Will participate conference. Beg wire me Rome where conference will take place London or Lucerne."

which I transmitted to the Cunard Line forthwith asking them if this could change their mind.

It strikes me that Mr. Crespi asks where the meeting is to take place, as to my knowledge there has never been a mention of London in connection with this meeting.

On Wednesday 15th the Cunard Line wired:

> "Replying telegram giving copy communication from Crespi too late now alter our arrangements and regret cannot attend meeting." 10647

thus confirming what they had already declared on Monday and Tuesday.

Simultaneously with this telegram I received another one from the White Star Line:

> "As Cunard unable attend see no object having meeting Lucerne twentieth and we do not propose to be present."

Yesterday night I received the following telegram from Mr. Smyth:

10648 *Petitioner's Exhibit 1064*

"Allans advise Mr. Henry Allan away sorry will not be represented Lucerne meeting. They must not be committed to resolutions."

In the meantime I had telegraphed to the Cunard Line if they could attend a meeting in London on July 20th I would try to arrange it and at the same time ask Mr. Crespi & Fabre if July 20th, London would suit them.

From the Cunard Line I received this morning the following wire:

10649 "Replying further telegram regret could not attend meeting in London 20th as we have made arrangements which we cannot alter now but would be prepared to attend meeting in London on Wednesday 22nd after one p. m."

Mr. Crespi replies:

"Would attend meeting London twentieth or later within July."

I have now to find out if the other parties are agreeable to a meeting in London on 22nd but I think it impossible to get through with the negotiations in an afternoon's time and so I take it that the representatives of the Lines would be prepared to stay in London longer, than 22nd only.

10650

As to the Spanish Line the Anchor Line and the French Line consider their presence necessary whilst others think that if necessary it can be dispensed with Mr. Crespi to whom I had applied wires:

"No advance made with Spanish Line whose intervention conference although could not be assured I consider will not compromise meeting Lucerne."

which means probably that he does not consider their presence indispensable.

Respectfully,

Petitioner's Exhibit 1064

10651

I informed all the Lines of the following telegram from Lloyd Bremen:

> "Consider Lucerne meeting definitely dropped. We on our part could not attend a meeting at London."

to which I added the question if any of the Lines had to make a proposal. If the matter is not taken up again by some party or the other I consider a meeting for the next time abandoned.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 18 Jul 1908. Ansd.

10652

10653

10654 **Petitioner's Exhibit 1065.**

G. No. 202.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 17th, 1908.

To the Parties:

How much or little hope the Lines may have had that at the proposed meeting an arrangement would be arrived at between the Lines interested in Mediterranean business and thereby an end of the interference
10655 of Italian Lines with continental eastbound business, still I believe most of them will be sorry that the meeting has been frustrated. Blame for that, it seems to me, has to be attached to the Lloyd Sabaudo, who before entering engagements that might possibly prevent them from attending the meeting ought to have asked for a *definite* reply from the Fabre Line.

However that be, there being no meeting in view for the present, I have to take several pending matters, reserved for a meeting, in hand again by correspondence.

(1) *Rate of exchange for compensation for fighting rates.*

10656 I write to-day to Mr. Smyth.

(2) *Promissory Notes.*

There is still the question of the stamp duty on the notes, to what amount it is required in order to make the note legally valid. Most of the notes have a mere nominal stamp; British Lines 1 penny; Norddeutscher Lloyd 6d etc., whilst, Anchor Line, Holland America Line, Red Star Line have paid much higher duty. I think it would be in the interest of each line to get satisfaction, that the notes issued by the other Lines are what they are intended to be, a security for the

Petitioner's Exhibit 1065

10657

faithful performance of the conditions of the Agreement (Art. 17).

As to the contents of the notes it is the same wording in all of them except that the German Lines have translated it in German (to which I suppose there is no objection), and the Red Star Line has written by mistake my name "Heinrich" instead of "Hinrich" which they think makes no difference. The amounts of all the notes are correct.

The Canadian Pacific wrote me through Mr. Baker:

> "I duly advised Montreal of the Conference requirements in this connection and am in receipt of a letter from our Third Vice-President in which he states that it is contrary to our rules to sign a Promissory note in the manner suggested, but asks me to say to you that the Company would be willing in place of this to give a guarantee signed by the Bank of Montreal, London, for the amount of our engagement."

10658

Article 17 not providing that the note must be signed by the Lines themselves I think, a note of the same contents, as agreed upon, signed by the Bank of Montreal, would just as well answer the purpose.

As to the question if security should be given under agreement Z the Parties are not unanimous. The majority being of the opinion that Agreement Z not containing anything in this respect the deposit is only applicable to obligations arising out of Agreement A. A. and has therefore to be limited to the extent of a Line's participation in this Agreement. I shall act accordingly.

10659

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jul 1908 Ansd.

10660 **Petitioner's Exhibit 1066.**

G. No. 203.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 17th, 1908.

To the Parties:

Fighting Steamers.

The following cable is received from Newyork:

10661 "Volturno July 18th dropped. Estonia fixed July 22. Competition 'Bremen,' excess 'Arabic.'"

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jul 1908 Ansd.

Petitioner's Exhibit 1067.

G. No. 204.

10662 ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 17th, 1908.

To the Parties:

Russian Steamers (G. No. 194).

S. S. "Rossia" left Libau July 13th for New York via Rotterdam with 451 souls including 30 cabin passengers.

Petitioner's Exhibit 1068. 10663

G. No. 205.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 18th, 1908.

To the Parties:

In a Hamburg paper of 16th inst there is the following advertisement:

Italian Steamship Co.

with regular Express steamer Lines to Newyork and Buenos Ayres, Capital 30 Millions 10664

wants representation for Germany, Russia and Eastern Europe.

Offers only of existing firms & shipbrokers will be contemplated.

Offers under W. 198 to the office of the paper.

An Italian paper reported several days ago, that the representatives of the great Italian S. S. Lines have unanimously decided to start special Lines between Italian and North European ports in order to meet the competition of foreign Steamship Lines in Italy. This 10665 is not very clear. Perhaps it refers to a former report that the Italian Lines intended to start a competition Line between Continental and U. S. ports, and that they were going to ask for a license to carry emigrants on this route.

Whatever may be at the bottom of these news I think it may be taken for granted, that none of the Parties to the Agreement A. A. would allow their agents, representatives etc. to take any interest in an Italian Line from the Continent to U. S. ports if it should be contemplated.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jul 1908. Ansd.

10666 **Petitioner's Exhibit 1069.**

G. No. 206.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 18th, 1908.

To the Parties:

Continental Eastbound Passengers by Italian Lines.

The following is a statement of Continenental east-
10667 bound steeragers carried by Italian Lines.

Anconia	23.	April	469
Florida	25.	"	275
Nordamerica	29.	"	258
Principe di Piemonte	30.	"	390
Campania	2.	Mai	510
Luisiana	13.	"	1043
San Giovanni	14.	"	550
Duca degli Abruzzi	16.	"	548
Brasile	20.	"	408
Regina d'Italia	23.	"	458
San Giorgio	28.	"	348
Liguria	3.	Juni	847
10668 Principe di Udine	6.	"	212
Ancona	10.	"	807
Nordamerica	13.	"	420
Florida	17.	"	435
San Giovanni	20.	"	174
Brasile	27.	"	443
Duca degli Abruzzi	1.	Juli	454
Verona	4.	"	685
			9734

Petitioner's Exhibit 1070 10669

During the same period the Continental Lines carried 44235 eastbound steeragers. The Italian Lines thus carried 18% of the eastbound continental steerage traffic, leaving outside the Continental eastbound steeragers by British Lines which I estimate at something near 8000. Considering that of the 44235 steeragers by Continental Lines about 15000 were carried at fighting rates one may be disposed to ask if it would not have been more profitable to have made the fight sharper or since the past is gone if it would not be good policy to do so still now.

Respectfully,

H. PETERS. 10670

(Stamped) Ismay, Imrie & Co. Passenger Dept. Resd. 20 Jul. 1908. Ansd.

Petitioner's Exhibit 1070.

G. No. 207.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address: 10671
"Secretair," Jena.

Jena, July 20th, 1908.

To the Parties:

Russian Steamers (G. No. 204).

S. S. "Rossia" which as reported in G. No. 204 left Libau July 13th with 421 steeragers & 30 cabin passengers arrived at Rotterdam July 17th, she embarked there 55 steeragers and proceeded July 18th.

10672 **Petitioner's Exhibit 1071.**

G. No. 208.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 20th, 1908.

To the Parties:

The Cie. Gen. Transatlantique write me the following letter (Transl.):

10673 "We received your telegram informing us that the meeting at Lucerne will not take place.

"We have no proposal to make and don't think that another meeting should emanate from the Continental Lines. You probably know that the Italian Lines are in disfavour with the Government because they have jointly refused to partake in the adjudication (prendre part a l'adjudication) of the subsidized Lines It seems they have managed to get introduced into the contracts (cahier descharges) very onerous conditions so that they may say, if they decline to effectuate the services, this is on account of the imposed charges.

10674 "Enclosed we send you an article from the Italian paper 'Il Messagero' showing the warlike ideas of the Italian Companies and their intentions to go to the Northern ports and which speaks about the crisis, the British and German Lines are suffering from. But they carefully avoid to mention that their own situation can not be splendid."

The Article from the "Messagero" begins with that part which is already mentioned in *G. No. 205* and then goes on that the national lines have the best material

Petitioner's Exhibit 1071

10675

at their disposal in the fight, but that they are handicapped in the North American trade. by the greater distance which causes their trips to be two days longer than those of the French, British and German Lines. Nevertheless the great Companies in the last four years have built in Italy and to a small part bought in foreign countries, 35 big steamers which, though not of the great tonnage of some of the German and British Lines, are of the most modern type with regard to safety, health and comfort of emigrants. It is then said, that these 35 steamers of about 240,000 Tons are a valuable addition to the Italian navy as transports, able to carry 70,000 men or as auxiliary cruisers, 10676
that Italian shipowners have invested in the last four years about 140 Millions Lire in the American Lines and that no other industry has shown so much vitality and so much zeal as navigation.

Then the article proceeds to the crisis which on the other hand the British and German S. S. Co.'s are in, in consequence of the diminished emigration and also of cargo to such extent that the White Star Line had to withdraw from their Newyork Line 5 great steamers, that the Dominion Line had to drop the greater part of their services, and that all the other Lines were in similar positions.

Drawing to the close the article serves the rumors, 10677
spread in a good many papers about the German Lines wanting money and being on the lookout for state aid in the form of capital at a cheap rate of interest, same as in England.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 22 Jul 1908 Ansd.

10678 **Petitioner's Exhibit 1072.**

G. No. 209.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 21st, 1908.

To the Parties:

Continental eastbound passengers by Italian Lines.
(G. No. 206.)

10679 Will the Lines please make the following corrections in the statement in G. No. 206 in accordance with statistics received lately from Mr. Sandford:

Re d'Italia	April	9th	220		
Florida	"	25th	241	instead	275
Principe di Piemonte	"	30th	180	"	390
Verona	July	6th	714	"	685

and further add

San Georgio	July	7th	320

which corrections and additions bring the total of Continental steeragers carried by Italian Lines from
10680 April 9th to July 7th up to 10059.

Fighting Steamers (G. No. 203).

In opposition to "Jelunga" July 28th S. S. "Noordam" has been appointed as fighting steamer.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 23 Jul. 1908. Ansd.

Defendants' Exhibit 47. 10681

G. No. 210.

2

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 21st, 1908.

To the Parties:

British Lines' Passengers at Controlstations.

The Hamburg American Line write:

"In accordance with No. 17 of the Byelaws 10682
to Agreement A. A. the German Lines have used their influence with the German Government on behalf of the British Parties. In fact several conferences have taken place in the ministries, partly in the presence of representatives of the German Steamship Companies, in order to discuss the subject. A few days ago, however, the German Companies were informed that the matter could not be settled simply by the executive. A number of legal and formal considerations make it necessary to appeal to the Federal Council of the German Empire and this will be done shortly. Although the 10683
Government attaches some importance to the question, the representatives of the German Lines have gained the impression that the matter in itself may be considered to be in a favorable position."

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 23/7. 1908. Ackn'ld. .....1908.
Answered .....1908.

10684 **Petitioner's Exhibit 1073.**

G. No. 211.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 22nd, 1908.

To the Parties:

10685 On July 18th I received the following telegram from Mr. Smyth:

> "White Star advanced third class rate eastbound British Scandinavian two dollars, Continental four dollars for Newyork Liverpool service only."

to which I replied the same day:

> "White Star being short what is the object in advancing rates?"

Mr. Smyth answered:

> "White Star say as apparently impracticable adjust westbound pool are checking numbers
10686 eastbound to balance."

The measure taken by the White Star Line is, I think, not in keeping with the contract, Article 9 stipulates:

> " 'Each Line undertakes to arrange its services in such a manner that the number of steeragers which it actually carries corresponds as nearly as possible with the number allotted to it by this contract.' "

Petitioner's Exhibit 1073

10687

Now there is not *one* number allotted to each line but *two* numbers have been allotted to most of the lines. The one results from their participation in the westbound pool, and the other in the eastbound pool. Both pools differ in the total of passengers carried and in the percental participation of each line in it. The contract refers to two pools and to either of them refers Art. 9. If it was otherwise and if a shortage in one of them could be balanced by an excess in the other that would wholly upset the fundamental principles of the pool, make a satisfactory working impossible and frustrate its object Needless to give examples.

10688

If the measure of the White Star Line and the reasons given for it, is admitted as correct in principle, the consequence is, that similar measures can not only be adopted voluntarily by a Line, but that they eventually can or must be made compulsory.

Apart from this it must be considered, that the Lines being members to only one of the pools would not be in the same position as the rest of them.

Article 23 says that the execution and the control of the fulfilment of the stipulations of the contract is confided firstly to the Secretary, and under the same article it is my duty, "to control the steerage prices in accordance with article 11" and it is for these reasons that I have taken the matter up in this form.

10689

Now, any action of a Line, however contrary it may be to letter or spirit of the Contract, can be sanctioned subsequently by unanimous consent of the Lines and I therefore beg to ask the Parties:

1) if they in this present particular case will agree to the measure adopted by the White Star Line or

2) If they will agree to the principle being adopted generally that each Line may balance its position in both pools.

10690 *Petitioner's Exhibit 1074*

I take this opportunity to refer to article 11:

> "but before putting such measures (calculated to bring about a correct adjustment) into operation the Line is bound to inform the Secretary of the measures proposed to be adopted."

and to article 12:

> "No line has the right to alter its steerage * * * rates without having *previously* informed the Secretary."

It will occasionally save trouble if this is attended
10691 to by all Parties.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Jul., 1908. Ansd—.

Petitioner's Exhibit 1074.

G. No. 212.

ATLANTIC CONFERENCE.

Secretary's Office
10692 Telegraph Address:
"Secretair," Jena.

Jena, July 24th, 1908.

To the Parties:

Russian Steamers.

S. S. "Estonia" of the Russasiatic sailed July 22nd from New York with 30 cabin passengers & 560 steeragers. The opposition steamer "Bremen" got 1298.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 27 Jul., 1908. Ansd.—

Petitioner's Exhibit 1295. 10693

G. No. 213.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 24th, 1908.

To the Parties:

Meeting.

I beg to confirm what the Parties are already informed of that a meeting will be held at Paris in the "Grand Hotel" on August 7th, 10 a. in. 10694

I shall send in due time the Agenda and shall be obliged if Parties will let me know until July 31st if they want any special points to be put down for discussion. The points I have noted are those contained in Annex to G. No. 190 (except 9) to which I have in the mean time added:

Definite fixation of the percentages.
List of agents receiving more than 5% commission on cabin business and definition of "Tourist Offices."
Exchange of numbers of I. cl. passengers.
Byelaws 1 - 25 to be signed (Art. 22 b.).
Balancing position in west—and eastbound Pool. 10395
Disqualification International Transportation Co.
Wm. H. Müller & Co. Rotterdam.
Recording Secretary's salary.

As it seems, Lines will be pleased to know in advance by which gentlemen the various Companies will be represented at the Meeting, I shall be obliged for such information and will, when received, make out a list of the gentlemen who may be expected to be present.

Respectfully,

H. PETERS.

10696 **Petitioner's Exhibit 1075.**

G. No. 214.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 25th, 1908.

To the Parties:

Bergen—Newyork.

10697

In Hamburg there are reports from Norway that in Bergen a great S. S. Co. for the North Atlantic trade is about to be established. The capital is to be 10 Million Crowns and in the beginning fortnightly, later weekly sailings between Bergen and Newyork are contemplated connecting with the railway Bergen-Christinania.

It will be remembered that in former years already, I think in the seventies a line was started from Bergen to Newyork, which was not very successful and existed only for about one year.

Respectfully,

10698 H. PETERS.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 27 Jul. 1908. Ansd.

Petitioner's Exhibit 1076. 10699

G. No. 215.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 25th, 1908.

To the Parties:

New York & Continental Line. 10700

I beg to refer to the last section of G. No. 187 and to add that the "Jelunga" July 4th amongst other passengers had 47 from England of which 11 were for New York and 36 for Halifax.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 27 Jul. 1908. Ansd.

10701

10702 **Petitioner's Exhibit 1296.**

G. No. 216.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 27th, 1908.

To the Parties:

Balancing Pools against each other. (G. No. 211.)

10703

With reference to this point so far the following Lines have expressed their views:

1) Allan Line:

"We have your letter of 22nd inst., and in reply to your request for an expression of our views, we have to say that while you are obviously correct in stating that the Westbound and Eastbound Pools are separate, and should be separately dealt with, it is equally obvious that the state of affairs which has resulted from the first four months' working of the

10704 pooling agreements is so extraordinary that we think none of the parties could have had such results in contemplation at the time of entering into the agreements. If it is recognized that the present position is quite abnormal as regards both the Eastbound and Westbound Pool, and that percentages carried during the continuance of such abnormal conditions are not to be made the basis of any claims for alteration of the agreed percentages in the event of a future re-adjustment of percentages in connection with a new pooling agreement, we

Petitioner's Exhibit 1296

10705

fail to see that any disadvantage is entailed by allowing any Line to balance a shortage in one Pool by an excess in the other. In the present particular case, we certainly have no objection to the White Star Line's action in *raising* its Eastbound rates, and we have no objection to the principle being adopted that any Line may balance its position by an *increase* of rate,— We think the interests of other Lines can only be detrimentally affected by a reduction in rate, and the limit of general freedom should be maintained in regard to the latter.

10706

"With reference to what you say as to Article 23, we have to ask you whether you have taken any action as regards the very large excess of 6,900 accumulated by the Cunard Line in the Westbound Pool as at 30th June, and the same Company's excess of 5,140 in the Eastbound Pool at the same date, or as regards the equally large shortage of the Norddeutscher Lloyd of 6,984 in the Westbound Pool at the same date. If not, we shall be glad to know on what grounds you consider that no action on your part is called for."

2) Canadian Pacific Ry. Co.

10707

"Referring to your letter of July 22nd regarding the White Star method of adjusting their differences in the pool, both eastbound and westbound. I consider this is a matter which should come before the Meeting on August 7th and you will please therefore place it on the Agenda.

"In our opinion there is nothing in the Agreement which gives the White Star liberty to adjust their differences by placing a surplus against a shortage or *vice versa*, and to those

10708 *Petitioner's Exhibit 1296*

Lines who are only directly interested in one of the Pools it inflicts a hardship. Our position in the Eastbound Pool at the present time shows a minus and to enable us to make up that shortage we have to reduce our eastbound rate. If the plan such as the White Star have adopted is followed by all Lines, members of both Pools, we may find ourselves in the position of never being able to make up our shortage in so far that the present action of the White Star Line may be reversed by them or some other Line at any future time
10709 and put us in the position of having to face a situation making it impossible for us to adjust our differences seeing that we are only able to do so on the Eastbound pool, not being parties to the Westbound Pool. We consider that each pool should stand on its own legs, and we as members of the Eastbound Pool are not agreeable that differences should be adjusted by having one pool set against the other.

3) Donaldson Line:

"We are this morning in receipt of your circular letter G. No. 211, and certainly support
10710 your contention that the White Star Line are not entitled, under the contract, to make the *East*bound carryings balance the *West*bound carryings, or *vice versa*."

4) Hamburg America Line:

"In reply to circular letter 211 there can be in our opinion no doubt, that we have a westbound pool and an eastbound pool, which are quite independent of each other. In either pool, irrespective of the other, an attempt must be made to bring about a balance by means of

Petitioner's Exhibit 1296 10711

the pool regulations. If therefore the White Star Line have advanced their third class eastbound rate solely in consideration of their westbound poolings, they can only have done so owing to a mistaken view of the state of affairs. We therefore ask you to cause the White Star Line to withdraw the action they have taken. The White Star Line as a 'short' Party cannot advance, unless such advance takes place in the interests of all and/or by unanimous consent."

5) Holland America Line: 10712

"*G. No. 211.* White Star's eastbound advance, in order to adjust their westbound position, is not compatible with either the spirit or the letter of the agreement, so that we cannot agree thereto.

"This refers to this particular case, as well as to the adoption of the principle in general."

6) Norddeutscher Lloyd:

"We cannot approve the mode of the White Star Line to balance one pool against the other and must object to it."

10713

The Allan Line's letter calls for a reply on my part. They ask if I have taken any action as regards the very large excess of the Cunard Line in the westbound and eastbound pool on June 30th. To this I can reply yes. I wrote them as early as April 9th, pointing to their westbound plus of 1700 in one month if they had not better advance their westbound rates, to which they replied that the subject was receiving attention. I recapitulate the various measures the Cunard Line have taken:

10714 *Petitioner's Exhibit 1296*

1) April 7th:

"Advance in third class eastbound Continental rates 'Lusitania' and 'Mauretania' by 10 shillings."

2) April 26th:

"Advance of all Continental prepaid rates via Liverpool from $25 1/2 and $27 1/2 to $32 1/2."

3) May 23rd:

10715 "Advance in westbound British third class rates five shillings and advance in all eastbound third class rates 'Lusitania' & 'Mauretania' two dollars, other Liverpool steamers one dollar."

4) June 1st:

"Advance in third class rates as follows: westbound British all steamers except 'Umbria' and 'Etruria' 5 shillings; westbound Scandinavian 'Caronia,' 'Carmania,' 'Ivernia,' 'Saxonia,' 5 Kroner, Finnish 7 Marks; *eastbound* all Liverpool steamers British Scandinavian, Finnish, Continental, one dollar."

10716 5) June 16th:

"Advance in westbound British & Scandinavian cash & prepaid rates 'Lusitania,' 'Mauretania,' by 5 shilling which makes these rates the maximum of £8.— advance in eastbound British & Scandinavian rates 'Lusitania' 'Mauretania' to $40—"

In view of these repeated measures I have nevertheless by letter of 23rd inst. asked the Cunard Line to advance their continental westbound rate to M. 150.— to which I await their reply.

 10717

The Allan Line further ask me, if I have taken action as regards the large shortage of the Norddeutscher Lloyd in the westbound Pool. I have to reply by no, and the Allan Line want to know on what grounds I consider that no action on my part is called for.

The ground is in Commentar to Art. 11, clause a, by which the adjustment, whenever practicable, is to be affected *not by reducing* the rates of one Line, but *by raising* the rates of one or several of the Lines. I could therefore not properly request the Lloyd to reduce but might have requested:

The White Star Line which on 15th exceeded their 10718
share by 63%

The Cunard Line which on 15th exceeded their share by 65%

The Dominion Line which on 15th exceeded their share by 72%

The Allan's Canadian Lines which on 15th exceeded their share by 233%

to advance their rates.

The Allan Line on July 15th had a plus under Agreement Z. of 1980; they had carried 2851 Continental passengers, quite as much as any other British Line, and they might have contributed their share to lessen the shortage of the Continental Lines generally 10719
and of the Lloyd specially, never mind how much or how little, by raising their continental rates, which they have done only partially and to an extent not in proportion to their great excess. Nothing was there to prevent them to take this course, on the contrary clause 5 c of Agreement Z. makes it binding upon them, as a Line in excess, to advance their rates.

Another ground why I did not consider action on my part, as regards the shortage of the Lloyd, called for, is that Lloyd's rate for the Russian emigrants is already the lowest (M. 120 off Controlstations, G.

10720 *Petitioner's Exhibit 1296*

No. 113.) Any further reduction could not change the situation but could only lead to lower the level of the rates for Continental business generally.

As third ground why I did not ask the British plus Lines to advance their rates is one on which views may differ. I am of the opinion that ere long the present abnormal state of emigration will commence to approach a more normal state again and then it will be better a time to take actions with the view of adjustment, which will answer their purpose better than is possible at present without being detrimental to the common interest.

10721 The Allan Line say "the state of affairs which has resulted from the first four months working of the pooling agreements is so extraordinary that none of the parties could have had such results in contemplation." To this is to be replied that four months operation is under all circumstances a rather short time to enquire into the merits of these agreements and so much the more so where they have to meet quite exceptional circumstances in more than one respect. But so much I may say without fearing to be contradicted the main cause of the unsatisfactory state is clause 13 of Agreement Z.

The White Star Line will have noted that the Ham-
10722 burg American Line wish me to cause them to withdraw their advance eastbound and I beg to ask them what they intend to do.

I note the matter for the agenda of the meeting in case the Parties might wish to discuss it further.

Respectfully,

H. PETERS.

Petitioner's Exhibit 1297. 10723

G. No. 217.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 29th, 1908.

To the Parties:

Advance in eastbound Scandinavian rates.

10724

Since the beginning of the pool the Scandinavian eastbound rates of British Lines have undergone the following changes:

Lusitania, Mauretania, Campania, Lucania	from	$35.50	to	$43.75
Caronia, Carmania	"	$35.00	"	$37.50
Ivernia, Saxonia	"	$33.75	"	$35.75
Umbria, Etruria	"	$32.50	"	$34.50
Oceanic, Baltic, Cedric, Celtic	"	$35.50	"	$37.50
Arabic	"	$33.75	"	$35.75
Allan Line, Boston	"	$30.—	"	$33.—
Canadian Pacific steamer (not Empress)	"	$30.—	"	$31.—

10725

The Scandinavian American Line's rate of $34.— and for the "C. F. Tietgen" of $32.50 has remained unchanged and if rates influence the traffic, as is generally acted upon, it is to be supposed that a greater part of the Scandinavian eastbound traffic than heretofore will go to the Scandinavian American Line and thus be lost to the Pool. This is so much the more to be feared as the Cunard and White Star Lines carry to my knowledge the bulk of the Scandinavian

10726 business. As long as it was only the Cunard Line that increased the former differential against the Scandinavian American Line one might think that what the Cunard Line lost in numbers would be gained by the other favorite, the White Star Line, but after they have also increased their differential I am of opinion that this cannot be looked on indifferently and I should like to get the views of the Parties on this point and specially of the British Lines. If there is cause to be anxious in this respect, it will have to be considered how the situation can be met without depriving the interested lines of the possibility
10727 to get better rates.

This leads me to another thing. It is pity enough that owing to the existing competition of the Russian Line & the New York & Continental Line it is for the present impossible to advance rates on the continent, but why the British Lines should not dare to advance their British rate is impossible for me to understand. I presume it is for the Canadian Lines not being members to the pool. For the working of the pool this is bad enough, but why could not nevertheless an advance "all around" in Great Britain, say by 10 shillings be agreed upon? I ask this question because I wish that all the members to the
10728 Pool derive from it all the benefits, which it can give, if judiciously treated.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 31/7 1908 Ackn'd 1908 Answered 1908.

Defendants' Exhibit 48. 10729

G. No. 218.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 29th, 1908.

To the Parties:

Meeting, Paris, August 7th. 10730

I invited the Spanish Line and the Prince Line to attend the meeting and received their following replies:

Transatlantica:

"Floriano Rios represents our Company Meeting Paris seventh August."

Prince Line:

"Our chief personally will endeavor attend meeting Paris seventh August failing which hope arrange for representative be there."

Respectfully, 10731

H. PETERS.

10732 **Petitioner's Exhibit 1077.**

G. No. 219.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 31st, 1908.

To the Parties:

Compensation Accounts for fighting rates. (G. No. 117.)

10733

Referring to G. No. 45 & 52 the Norddeutscher Lloyd have handed in their bill for passengers forwarded April 23rd by their ss. "Seydlitz" from New York viz:

1544 adults, 208 children. Total 1648 for which they have to receive a compensation of $5 (G. No. 45) p. 1/1 = $8240.

The Hamburg-American Line send me a bill for 12/1, 4/2 & 2/0 passengers overbooked by ss. "Seydlitz" April 23rd and forwarded by ss. "President Lincoln" April 25th.

10734

Rate of ss. "President Lincoln" $28.
" " " "Seydlitz" $24.

compensation $4. per 1/1

12/1, 4/2, 2/0 passengers=$56.

Further accounts have been received from the Holland America Line as per annexes.

Petitioner's Exhibit 1077

10735

1)	for ss.	"Noordam"	April 15th (s. G. No. 195)	$ 5061.76
2)	" "	"Nieuw Amsterdam"	June 3rd	$ 8070.—
3)	" "	"Potsdam"	June 17th	$14216.—
4)	" "	"Noordam"	June 24th	$ 7928.—
			Total:	$35275.76

and on account of the White Star Line (annex 5) for $656.

The above amounts are to be divided according to the eastbound percentages as follows:

10736

from:		Hamburg-American Line to receive $	Holland-America Line to receive $
Allan Line	4.95%	2.77	1746.15
Anchor Line	3.93%	2.20	1386.34
Cunard Line	15.12%	8.47	5333.69
Hamburg-American L.	12.35%	6.92	4356.56
Holland-America L.	6.10%	3.42	2151.82
Nordd. Lloyd	18.79%	10.52	6628.32
Red Star Line	8.56%	4.79	3019.60
White Star Line	15.49%	8.67	5464.21
American Line	8.72%	4.88	3076.05
Dominion Line	1.50%	0.84	529.14
Canpac	4.49%	2.52	1583.88
		$56.	$35275.76

10737

10738 *Petitioner's Exhibit 1077*

from:		Nordd. Lloyd to receive $	White Star Line to receive $
Allan Line	4.95%	407.88	32.47
Anchor Line	3.93%	323.83	25.78
Cunard Line	15.12%	1245.89	99.19
Hamburg-American L.	12.35%	1017.64	81.02
Holland-America L.	6.10%	502.64	40.02
Nordd. Lloyd	18.79%	1548.29	123.26
Red Star Line	8.56%	705.34	56.15
White Star Line	15.49%	1276.38	101.62
American Line	8.72%	718.53	57.20
10739 Dominion Line	1.50%	123.60	9.84
Canpac	4.49%	369.98	29.45
		$8240.	$656.

Subject to my later verification of the accounts of the different Lines and subject to the settlement of the rate of exchange at the Meeting of August 7th, I hereby beg the Lines to pay the above amounts to the respective Lines.

Respectfully,

10740

Petitioner's Exhibit 1078.

10741

Annex to G. 219.

Account

for 406/1, 14/2, 15/0 Hapag passengers ex s. s. "Pretoria" & sailed p. s. s. "Noordam" of the Holland-America Line from New York April 15th 1908.

"Noordam"	rate	$34.—	
"Pretoria"	"	$23.—	
Difference per 1/1		$11.—	

10742

Total difference for 406/1, 14/2, 15/0 = 413 @ $11.—	$4543.—
Difference between inland fare from Rotterdam & inland fare from Hamburg	$ 470.50
Inland fares in respect of 19 passengers holding Hamburg-American Line's tickets to Hamburg and were forwarded from Rotterdam to Hamburg 19 x $2.45	$ 48.26
Total:	$5061.76

10743

10744 **Petitioner's Exhibit 1079.**

Account

regarding 1320 adults, 122 children and 92 infants booked for the Holland-America Line SS. "Nieuw Amsterdam," from New York June 3rd, 1908, selected by the Committee as opposition steamer against SS. "Petersburg" of the Russian Volunteer Fleet from New York June 3rd, 1908.

10745	Total number of third class passengers on board SS. "Nieuw Amsterdam"	1320 ad.	122 childr.	92 inf.
	of which	30 "	12 "	5 "
	were booked at the regular third class rate in effect for ss. "Nieuw Amsterdam"			
	The remaining	1290 ad.	110 childr.	87 inf.
	were booked at the war-rate fixed for the above sailing at $24.—			
10746	Maximum agreed upon the Atlantic Conference Lines for compensation to the Line whose steamer is selected as opposition steamer against the Russian Lines: per adult			$30.—
	War-rate collected from the above 1290 adults, 110 children & 87 infants, per adult			$24.—
	Difference per adult			$6.—
	i. e., for 1290 adults, 110 children (1345 x $6.—)			$8070.—

Rotterdam, June 29th, 1908.
Holland-Amerika Linie

Petitioner's Exhibit 1080.

10747

Annex to G. No. 219.

Account

regarding 1672 adults, 220 children and 144 infants booked for the Holland-America Line s. s. "Potsdam" from New York June 17th 1908, selected by the Committee as opposition steamer against s. s. "Kherson" of the Russian Volunteer Fleet from New York June 17th 1908.

10748

Total number of third class passengers on board s. s. "Potsdam"	1872 ad. 220 childr. 144 inf.
of which	5 "
were booked at the regular third class rate in effect for s. s. "Potsdam"	
The remaining	1667 ad. 220 childr. 144 inf.
were booked at the war-rate fixed for the above sailing at $22.—	

10749

Maximum agreed upon by the Atlantic Conference Lines for compensation to the Line whose steamer is selected as opposition steamer against the Russian Lines per adult	$30.—
War-rate collected from the above 1667 ad. 220 childr. 144 inf. per adult	"22.—
Difference per adult	$ 8.—

i. e. for 1667 ad. 220 childr. (1777 x $8) = $14216.—

10750 **Petitioner's Exhibit 1081.**

Annex to G. No. 219.

Account

regarding 930 adults, 134 children and 81 infants booked for the Holland-America Line s. s. "Noordam" from New York June 24th, 1908, selected by the Committee as opposition steamer against s. s. "Russia" of the Russian East Asiatic S.S. Co. from New York June 24th. 1908.

10751 Total number of third class passengers on board s. s. "Noordam" 930 adults, 134 children, 81 infants
of which 5 " 2 " 2 "
were booked at the regular third class rate in effect for s. s. "Noordam"
The remaining 925 adults, 132 children, 79 infants
were booked at the war-rate fixed for the above sailing at $22.—

10752 Maximum agreed upon by the Atlantic Conference Lines for compensation to the Line whose steamer is selected as opposition steamer against the Russian Lines: per adult $30.—
War-rate collected from the above 925 adults 132 children 79 infants per adult $22.—

Difference per adult $ 8.—
i. e. for 925 ad. 132 childr. (991 x $8.—) $7928.—

Petitioner's Exhibit 1082. 10753

Annex to G. No. 219.

White Star Line

Account for 157 adults, 14 children and 8 infants, passengers overbooked from s. s. "Finland," June 6th, 1908, and transferred to s. s. "Oceanic" Eastbound June 6th 1908.

"Oceanic's" rate	$28.—	
Red Star Line to account to us for the passengers at	"24.—	10754
difference per adult	$4.—	
Total difference for 157 adults, 14 children and 8 infants =		$656.00

20th June 1908

For Ismay, Imrie & Co.
per ?

10755

3585

10756 **Petitioner's Exhibit 1083.**

G. No. 220.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 31st, 1908.

To the Parties:

Newyork & Continental Line.

"Jelunga" sailed from Newyork 28th inst. with 300 steeragers. Opposition steamer "Noordam" 1735.

10757 "Volturno" arrived at Rotterdam from Hamburg 27th inst. where she took 20 cabin & 150 steeragers and was intended to proceed for Newyork on 28/29. Of the steeragers 104 were in destination for Halifax and 46 for Newyork. Yesterday night the Holland-America Line sent me a telegram that the "Volturno" had been arrested on account of unpaid stevedore's bill (same as "Jelunga" G. No. 197) and Landy (Atlantic Express Co.) was in trouble with 140 passengers. They asked me to wire to all parties that neither the Companies nor their agents directly or indirectly accept these passengers from Landy. They are also communicating with the Rotterdam agents of the Russian Eastasiatic Co. which has a sailing August 15th but so far they have not got a definite assurance.

10758

This telegram has been passed on to all the Lines yesterday night. Lines and agents are aware that the Atlantic Express Co. is disqualified. Besides, accepting these passengers might come under Art. 18b.

Opposition steamer

On August fifth the "Rossia" is to sail from New York. Opposition steamer is "Barbarossa" August 6th.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Aug. 1908 Ansd.

Petitioner's Exhibit 1084. 10759

G. No. 221.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 1st 1908.

To the Parties:

Paris Meeting.

The Parties know that the Fabre Line have shown little willingness to attend the meeting. (their letter in G. No. 186 and later ones). I have in the mean 10760
time endeavored to make them better disposed and think it worth while to communicate their last reply:

> "Notre derniére lettre était du 21 Juillet, nous vous accusons réception de votre télégramme et de votre lettre du 23 ct. Nous reconnaissons parfaitement la valeur de votre argument en faveur d'un meeting en Europe plutot qu'en Amérique, où les intéréts des divers agents des Compagnies peuvent s'écarter quelque peu de ceux des Compagnies elles-mémes qu'ils représentent. Nous rendrons le 7 aout à Paris, au Grand Hotel, et formons dés à présent les meilleurs veux pour le 10761
> succés de cette Conférence, qui permettra il faut l'espérer, de mettre un terme aux perts énormes auxquelles on s'est trop facilement exposé. Nous ferons en tous cas tout ce qui dépendra de nous pour en assurer la réussite, par la recherche de bases sérieuses d'entente, et la durée, par l'application loyale des régles auxquelles on aura souscrit."

As several of the Lines had expressed that it would be well that Mr. Sandford should be present at the

10762 *Petitioners Exhibit 1085*

meeting and as no line had objection I have invited him and received reply that he has sailed yesterday by "La Touraine."

For the Lines that will be represented at the meeting I beg to refer to the annex.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Aug. 1908 Ansd.

10763 **Petitioner's Exhibit 1085.**

G. No. 221.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Paris Meeting.

The parties know that the Fabre Line have shown little willingness to attend the meeting (their letter in G. No. 186 and later ones). I have in the meantime endeavored to make them better disposed and think it
10764 worth while to communicate their last reply:

> "Our last letter was dated July 21st. We beg to acknowledge receipt of your wire and your letter of 23rd. We are in full sympathy with your argument proposing a Meeting in Europe rather than in America, where the interests of the various agents of the Companies, may deviate from those of the Companies represented by them. We shall attend the Conference to take place at the Grand Hotel, Paris on 7th August, and we sincerely hope that this meeting may be a success and put an end to

Defendants' Exhibit 49 10765

the enormous losses to which the Companies have too willingly exposed themselves. We, on our part, shall do all we can to arrive at an understanding, either by advancing suitable proposals, as regards agreements and its duration, or by our strict adhering to the agreements entered into by us."

As several of the Lines had expressed that it would be well that Mr. Sandford should be present at the meeting and as no Line had objection I have invited him and received reply that he has sailed yesterday by "La Touraine." For the Lines that will be represented at the meeting I beg to refer to the annex. 10766

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Aug. 1908 Ansd.

Defendants' Exhibit 49.

G. No. 222.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 3rd, 1908. 10767

To the Parties:

Enclosed I beg to send the Agenda of the impending Meeting.

Respectfully,

"Volturno" sailed August 1st, from Rotterdam for Halifax & New York.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5 Aug. 1908 Ansd.

10768 **Petitioner's Exhibit 1086.**

G. No. 223.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 6th, 1908.

To the Parties:

Russian steamers.

SS. "Korea" of the Russian Eastasiatic Co. left Libau on July 27th with 306 steeragers and 7 cabin
10769 passengers for New York via Rotterdam.

SS. "Estonia" of the same Co. arrived with 30 cabin passengers and 570 steeragers on the 2nd instant at Rotterdam, where 376 steeragers were disembarked.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 10 Aug. 1908 Ansd.

Defendants' Exhibit 49a.

G. No. 224.

ATLANTIC CONFERENCE.

10770 Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 6th, 1908.

To the Parties:

Change in rates.

Mr. Smyth informs me that the Allan Line, Liverpool and Glasgow services have advanced their rates from:

Amsterdam)
Rotterdam) to 150 Marks
Antwerp)

Respectfully,

Petitioner's Exhibit 1088.

10771

G. No. 225.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 7th, 1908.

To the Parties:

Fighting Russian Steamers.

According to a cable the Russia sailed from New York on the 5th instant with 705 passengers: the Barbarossa which left New York yesterday had obtained 1420 passengers. 10772

Respectfully,
H. PETERS, Jr.,
Mgr.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 10 Aug. 1908. Ansd.

Petitioner's Exhibit 1087.

G. No. 226.

ATLANTIC CONFERENCE.

10773

Secretary's Office
Telegraph Address:
"Secretair," Jena.

August 10th, 1908.

To the Parties:

G. No. 223. The Rossia of the Eastasiatic Co. left Libau for New York without calling at Rotterdam.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 12 Aug. 1908. Ansd.

10774 **Defendants' Exhibit 50.**

G. No. 227.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 11th, 1908.

To the Parties:

Enclosed I beg to send a copy of the minutes of the meeting at Paris on the 7th August.

Respectfully,

10775 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Aug. 1908. Ansd.

Petitioner's Exhibit 1298.

G. No. 228.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 13th, 1908.

To the Parties:

10776 *Revision of percentages.*

On the annexed sheets I beg to give a statement showing the result of the revision of the percentages according to the rectified annual Report for 1907 of Mr. Sandford. There is no alteration in the westbound and eastbound percentages. Will the Parties please examine the statements. If not informed to the contrary up to 20th instant I take that they have been found correct.

Respectfully,

(Stamped): North Atlantic Passenger Conference, Received 15/8 1908. Ackn'ld—1908. Answered—1908.

Petitioner's Exhibit 1299.

10777

Annex to G. No. 228 13/8 08.

Westbound.

The westbound percentages being agreed upon the basis of the years 1899/1903 & 1906, it only remains to revise the percentage of the Allan Lines' Boston service, which is based upon the figures of the years 1906 and 1907 as follows:

	1906.		1907.		Total.	Mean.
Allan Canadian Lines	44870 =	7.20%	59537 =	8.20%		
Allan Boston Line	4091 =	0.65%	4960 =	0.70%	1.35%	0.68%
Anchor Line	23635)		26509)			
I. M. M. Co.	141291) =	92.15%	154051) =	91.10%		
N. D. L. V.	409632)		465262)			
Total:	623519 =	100.00	710319 =	100.00		

10778

The alterations in the figures do not affect the percentage of the Allan Line. The westbound percentages remain therefore unchanged as follows:

Allan Line Boston service	0.62%
Anchor Line	3.40%
I. M. M. Co.	19.75%
N. D. L. V.	62.48%
Cunard Line	13.75%
	100.00

10779

Eastbound percentages.

The Eastbound percentages originally agreed upon were:

10780 *Petitioner's Exhibit 1299*

Allan Line	5.88%
Anchor Line	4.89%
Immco	32.23%
N. D. L. V.	57.00%
	100.00

The Cunard Line, exclusive of their Fiume Service was then allotted 13.75%, by which the above percentages were altered as follows:

10781

Allan Line	5.07%
Anchor Line	4.22%
Immco	27.80%
N. D. L. V.	49.16%
Cunard Line	13.75%
	100.00

The C. P. R. was subsequently allowed a percentage of 4.60% which is 0.23% more than their share by the mean of the percentage of their carryings during the years 1906 and 1907 as follows:

10782

	1906. No. of P/gers.		1907. No. of P/gers.		Total.	Mean.
Allan Line			15249			
Anchor Line			12278			
I. M. M. Co.	188906 =	96.03%	60432	= 95.23%		
Cunard Line			37892			
N. D. L. V.			165290			
			291141			
C. P. R.	7807 =	3.97%	14595 =	4.77%	8.74%	4.37%
	196713 =	100.00	305736 =	100.00		

Petitioner's Exhibit 1299 10783

Allotted	4.60%
Mean	4.37%
Difference	0.23%

By the 4.60% of the C. P. R. the following alteration in the percentages was brought about:

Allan Line	4.84%
Anchor Line	4.02%
Immco Lines	26.52%
N. D. L. V. Lines	46.90%
Cunard Line	13.12%
	95.40%
C. P. R.	4.60%
	100.00%

10784

A like addition as the C. P. R. had to be made on the part of the Immco Lines to the Allan Line; this resulted in the following percentages:

Allan Line	4.84% + 0.23%	= 5.07%
Anchor Line	4.02%	= 4.02%
Immco Lines	26.52% — 0.23%	= 26.29%
N. D. L. V. Lines	46.90%	= 46.90%
Cunard Co.	13.12%	= 13.12%
C. P. R.	4.60%	= 4.60%
		100.00

10785

The percentages being so far fixed, the Cunard Line's Fiume service joined on the basis of their carryings of Continental passengers during 1906 and 1907 as follows:

10786 *Petitioner's Exhibit 1299*

	Total carryings of Atlantic. Conf. Lines incl. C. P. R. 1906.	1907.	Total.	
	196713	305736	502449	
Cunard Fiume	2865	9208	12073	=2.35%
	199578	314944	514522	

10787 The final eastbound percentages remain therefore unaltered:

Allan Line	=	4.95%
Anchor Line	=	3.93%
Immco Lines	=	25.67%
N. D. L. V. Lines	=	45.80%
C. P. R.	=	4.49%
Cunard L. L'Pool	=	12.81%
Fiume Service	=	2.35%
		100.00%

10788

Petitioner's Exhibit 1089. 10789

G. No. 229.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 13th, 1908.

To the Parties:

Monthly Statements for July. (G. No. 193.) 10790

To-day I send the Monthly Statements for July. In conformity with the Summary No. 5 I have to request for the following payments being made:

White Star Line	to Continental Lines	£	5097.
Allan Line	to Anchor Line	"	1646.
White Star Line	to American Line	"	3502.
White Star Line	to Cunard Line	"	636.
Canadian Pacific Ry. Co.	to Cunard Li.	"	560.
Allan Line	to Cunard Line	"	81.
Allan Line	to Donaldson Line	"	29.
Dominion Line	to Donaldson Line	"	47.

10791

The White Star Line for their payment to the Continental Lines will please send their check to me.

The Parties will please inform me when the payments have been made or received.

Respectfully,

(Stamp): Ismay, Imrie & Co. Passenger Dept. Recd. 15 Aug., 1908. Ansd.

10792 **Defendants' Exhibit 51.**

G. No. 230.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 14th, 1908.

To the Parties:

New York & Continental Line.

SS. "Jelunga" which sailed from New York July 28th with 300 steeragers was due at Hoek van Hol-
10793 land on 10th instant, but in order to evade embargo being laid on her by a Rotterdam butcher she disembarked her passengers on a tug on the high sea and proceeded for Hamburg. The passengers arrived at Rotterdam August 10th, afternoon.

Petitioner's Exhibit 1090.

G. No. 231.

ATLANTIC CONFERENCE.

Secretary's Office
10794 Telegraph Address:
"Secretair," Jena.

Jena, August 14th, 1908.

To the Parties:

Russian Steamers.

SS. "Estonia" sailed from Libau 10th instant with 304 passengers of which 4 in cabin.

SS. "Korea" is to sail from New York August 15th. Opposition steamer is "Finland."

Defendants' Exhibit 52.

10795

G. No. 232.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 14th, 1908.

To the Parties:

Change in rates.

Mr. Smyth informs me that the White Star Line has advanced their rates from:

10796

Libau } to 160 Marks
Riga }

Prepaid equivalent.

Respectfully,

(Stamped): North Atlantic Passenger Conference Received 7/8 1908. Ackn'ld 1908. Answered 1908.

Petitioner's Exhibit 1091.

G. No. 233.

ATLANTIC CONFERENCE. 10797

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 15th, 1908.

To the Parties:

New York and Continental Line.

Opposition steamer against "Volturno" August 22nd is "Zeeland."

10798 **Petitioner's Exhibit 1092.**

G. No. 234.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 18th, 1908.

To the Parties:

Russian steamer. (G. No. 231.)

SS. "Korea" sailed from New York August 15th with 488 steeragers and 10 cabin passengers. Op-
10799 position steamer "Finland" sailed the same day with 1398 steeragers, excess of 166 by SS. "California."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 Aug. 1908. Ansd.

Petitioner's Exhibit 1093.

G. No. 235.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

10800 Jena, August 19th, 1908.

To the Parties:

Russian steamers.

SS. "Estonia" of the Russian Eastasiatic SS. Co. arrived at Rotterdam from Libau on 14th instant with 300 steeragers and 4 cabin passengers and proceeded for New York 15th instant after having embarked 127 steeragers and 20 cabin passengers.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Aug. 1908. Ansd.

Petitioner's Exhibit 1094. 10801

G. No. 236.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st, 1908.

To the Parties:

Italien rates of Cie Gen. Translantique.

I received the following letter from the Cie Gen. Transatlantique:

"Nous avons bien recu votre depêche nous disant que les lignes anglaises estimaient que nous devions reprendre la prix de $20 au lieu de celui de $17 que nous avons fixé pour "Chicago," "Gascogne" et "Floride." 10302

"Nous avons recu à ce sujet des dépêches de la Cie Hambourgeoise et du Lloyd et nous acceptions volontiers, pour éviter des complications, de relever nos prix sur "Chicago" et "Gascogne." Nous attendons de nouveaux renseignements au sujet de "Floride" pour laquelle aucun prix n'avait été publié jusqu' à ce jour et dont la vitesse réduite légitime facilement une différence de $3 entre elle et nos autres navires. 10303

"La baisse que nous avons faite a amené la protestation de M. Crespi auprès de M. Ballin. Cette protestation prouve que les lignes italiennes craignent beaucoup une baisse nouvelle, même faite sur des navires inférieurs aux leurs, et qu'elles sont arrivées aux prix les plus bas qu'elles peuvent pratiquer. Enfin, la démarche de M. Crespi prouve qu'il espére renouer des négociations et qu'il a besoin d'une entente.

10804 *Petitioner's Exhibit 1095*

"Nous désirons maintenir le prix de $17 sur la "Floride" parce que nous n'accepterons jamais, comme le voudraient les lignes italiennes, que nos navires de ce type soient cotés à un prix sensiblement égal à celui que nous pratiquons sur nos paquebots rapides."

Respectfully,

Petitioner's Exhibit 1095.

G. No. 236.

10805 *Italian Rates of the French Line.*

I received the following letter from the French Line:

"We duly received your telegram, saying that the British Lines expect us to quote the old rate of $20 in lieu of $17, we have fixed for the "Chicago," "Gascogne" and "Florida."

"We have received on this subject telegrams from Hapag and Lloyds, and in order to avoid any complications, we are quite willing to increase our rates for the "Chicago" and "Gascogne." We are waiting for new instructions
10806 regarding the "Floride," for which up to the very day, no rate has been published, and which lower speed perfectly justifies a difference of $3 between her and our other steamers.

"The reduction made by us led to a protest by Mr. Crespi to Mr. Ballin. This protest proves that the Italian Lines are very much afraid of a new reduction, even for steamers being inferior to theirs, and that they have arrived at their lowest possible rate. In conclusion, Mr. Crespi's application prove that he is in hopes to resume negotiations, and that he is in need of an understanding.

Petitioner's Exhibit 1096

10807

"We wish to maintain the rate of $17 for the "Floride," as, we would never accept, as desired by the Italian Lines, that our steamers of this type, are fixed at a rate being perceptibly level to that, we quote for our express steamers."

Yours truly,

Petitioner's Exhibit 1096.

G. No. 237.

10808

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st, 1908.

To the Parties:

Eastbound Prepaids.

The Red Star Line have received the following letter from their Newyork Office:

"*Eastbound Prepaids.* Of late as you are no doubt aware, there has been marked increase in 10809
the number of prepaids issued on your side. This no doubt has been due to the business depression here through which a number of people have become destitute and were obliged to write to their homes for funds to enable them to return.

"In this connection may say that of course where prepaids have been issued from interior points such as Pittsburg, etc., we have handled same through our local agents. Some of the agents have asked whether in view of the labor

10810 *Petitioner's Exhibit 1097*

they have been put to in locating the passengers and arranging for their forwarding they should not be entitled to a small commission. We are aware that a commission is allowed to your agents for the labor in connection with prepaids issued on this side and the question comes up whether the lines could not apply the same rule in connection with eastbound prepaids. Kindly let us hear from you on this matter at your convenience."

The Red Star Line wish to have this matter put on
10811 the Agenda of the London Meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Aug. 1908. Ansd.

Petitioner's Exhibit 1097.

G. No. 238.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
10812 "Secretair," Jena.

Jena, August 21st, 1908.

To the Parties:

Russian steamers (G. No. 225.)

SS. "Rossia" arrived at Rotterdam from New York August 15th with 650 steeragers and 50 cabin passengers, she disembarked 560 and proceeded August 19th to Libau.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Aug. 1908. Ansd.

Petitioner's Exhibit 1098. 10813

G. No. 239.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 22nd, 1908.

To the Parties:

Enclosed I beg to send the Agenda of the Meeting on 25th inst. anew on which the numbers 6 and 7 have been omitted, as Mr. Smyth informs me that the B. L. wish to postpone the discussion of these subjects. 10814

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Aug. 1908. Ansd.

10815

10816 **Petitioner's Exhibit 1099.**

Agenda of the Meeting in London, Savoy Hotel, August 25th, 1908, 10 a. m.

(1) Negotiations with Russian Eastasiatic SS. Co.

(2) New Scandinavian competition.

(3) A. E. Johnson & Co. (Minute 8 Paris meeting).

(4) Confirmation of pool percentages as per Art. 3. (G. No. 228.)

(5) Deposit of bills accepted (Minute 2 Paris meeting) by whom to be drawn and to whose order.

10817

(6) Reducing advertisement expenses (Minute 14 Paris meeting) and Mr. Smyth's letter August 15th.

(7) To consider the discontinuance of free forwarding of steerage passengers by British Lines between London & Liverpool and London & Southhampton (Proposed by Allan Line).

(8) Payment of remuneration to agents in America for handling eastbound prepaids. (G. No. 237.)

(9) Are any measures to be considered in case it should not be possible to come to terms with Italian Lines.

10818 Jena, August 22nd, 1908.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Aug. 1908. Ansd.

Petitioner's Exhibit 1100. 10819

G. No. 240.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 22nd, 1908.

To the Parties:

East & Westbound Passenger Statistics. ("Strasser's Statistic.")

The "Strasser's Statistic" up till now was only sent to Subscribers. Henceforth I will charge the expenses 10820
to the general account and I shall be obliged if the Lines will inform me how many copies they want.

Respectfully,

H. PETERS.

Defendants' Exhibit 53.

G. No. 241.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena. 10821

Jena, August 22nd, 1908.

To the Parties:

Change in Rates.

The Allan Line advise me that they propose to advance their westbound rate for steerage passengers from Havre to 150 Francs immediately, and to advance the prepaid rate from Havre to 30 Dollars to correspond.

Respectfully,

10822 **Petitioner's Exhibit 1101.**

G. No. 242.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 25th, 1908.

To the Parties:

New York & Continental Line (G. 233).

SS. "Volturno" sailed August 22nd from New York with 300 steeragers. Her opposition steamer "Zee-
10823 land" sailed the same date with 1350 steeragers.

Defendants' Exhibit 54.

G. No. 243.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 25th, 1908.

To the Parties:

10824 *Greek Line "Moraitis."*

The Austro-Americana send me some reports from their Patras Agents, the contents of which might interest the Parties. The Parties will please find them annexed.

Respectfully,
H. PETERS,
p. L. P.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Aug. 1908. Ansd.

Defendants' Exhibit 54 10825

Annex to G. 243. 25/8 08.

Patras 1st August 1908.

Private & Confidential.

Messrs Fratelli Cosulich
Trieste.

Dear Sirs:

Our attention has just been attracted to a paragraph in an Athenian paper the "Acropolis" announcing that rumors were persistently circulated in Syra, that the 10826
Ship-Owner "Moraiti" was to be declared insolvent—liabilities several millions. Syra interested to the extent of two millions, Andros for still more.

Mr. Moraiti himself is we understand in England but we have no information if he has arranged for the payment of the 3rd Installment of value of the "Athenia." We understand that his claims re Hellos & Cyclados will be disputed by the Insce Cos.

Yours truly,
(Signatures)

Translation. 10827

Rumours of the Insolvency of the firm of "Moraitis."

Special telegram to "Acropolis."—Syra, 18:31 July, 1908.

"It is rumoured with insistence that the ship-owning firm of Moraitis will be declared in a state of insolvency, with liabilities of several millions.

"Syra is interested to the extent of two millions: Andros for more."

10828 *Defendants' Exhibit 54*

Patras, August 6th, 1908.

Re Moraitis. We beg to confirm our last respects of the 1st instant regarding the financial affairs of this gentleman. Since then we have sent you a telegram stating that the rumour that he had failed is contradicted. We have, however, to-day, to moderate this statement.

As a matter of fact it appears that, although Mr. Moraitis has not in actual fact been declared bankrupt, still a large amount of bills have been returned from England unpaid.

10829 A newspaper correspondent states that, having interviewed Mr. Moraitis' representative, he was informed that Mr. Moraitis is at present in England, looking after the encashment of the insurance monies of S/SS "Hellas" and "Cyclados," when all bills will be paid, and the third and last instalment of S/S "Athenia" will also be paid, and the star of Moraitis will be again in the ascendant.

From Government Official sources, however, we hear that the official report made by the Greek Naval officers, who were sent down by the Minister of Marine to where the wreck took place is most damaging to Mr. Moraitis, and we doubt very much it he will get paid his insurance money.

10830 We must also explain to you that his position is a very difficult one, as the present Minister of Marine, Mr. Embericos, also a shipowner, and also from the island of Andros, and who in former years used to work in joint account with Mr. Moraitis, is now his deadly enemy, not only in business, but also in politics.

Generally, everyone looks upon Mr. Moraitis as a ruined man.

Of course a great deal depends upon what action the insurance companies take,—should they pay him

Defendants' Exhibit 54 10831

up, he might perhaps be able to pull round, but the great blow his credit has sustained will make this very difficult.

(Signatures)

Patras, August 8th, 1908.

The report about Mr. Moraitis has been to-day verified—he has stopped payment, and up to now £40,000 in Bills have been returned unpaid.

The Greek Transatlantic Steamship Co. of which 10832
Mr. Moraitis is manager, and which owns S/S "Moraitis" is a limited liability concern, and it is not yet known to what extent the Company will be interested in the above failure.

Mr. Moraitis left Greece three weeks ago for England, and we are of opinion that with the disorder and the great want of money he had, it will be very difficult to know what belongs to Mr. Moraitis and what to the Company.

We will keep you aware of how things develop. The second emigrant steamer S/S "Athena" has been launched since May, but we doubt very much if they will be able to take delivery of her. 10833

(Signatures)

P. S. Since writing above we hear of a telegram which has been sent by Mr. Moraitis' Bill Broker to the New York Agent of the Greek Transatlantic Co. as follows *"Position hopeless."*

10834 *Defendants' Exhibit 54*

Patras, August 14th, 1908.

Following what we wrote you a few days ago about Mr. Moraitis' difficulties, we now beg to inform you that the position is getting daily more acute. It seems that this gentleman has left England for America, and his present whereabouts are unknown. Big sums are due at Piraeus, Syra and in the Island of Andros.

We understand that an effort is being made by the shareholders to reconstruct the transatlantic company under the management of Mr. Athanasiou Vagliano. This gentleman is very wealthy, but has no experience
10835 whatever about steamers or business, but can only just sign his name, and is not considered as a clever man. We hardly believe that this will take place unless some other proposal is laid before the shareholders.

We may mention that a new company, called The Greek National Steamship Company, with Frs. 10.000.000 capital, has just been floated, with Messrs. Embericos as managers. One of the members of this firm is now the Greek Minister of Marine, and they are now building a twin-screw steamer with many first and second-class berths, and also emigrant accommodation, which they will try to run to the States. They have, or better, they intend ordering other steamers, but they have not yet decided if they will run them
10836 to the United States, or if they will start a line between Roumania, Greece, Italy and France, and Roumania, Greece and Egypt.

The boat they intend for the emigrants will not exceed 6.000 tons or 7.000 tons, and in case they do not succeed in making her pay in the transatlantic traffic, they will employ her on the lines above mentioned.

You will no doubt know that Messrs. Embericos are old shipowners, but they are considered rather conservative people, and we think they will not go in for the rash business, over which Mr. Moraitis, for glory's sake, lost his and his friends' money.

Defendants' Exhibit 54

10837

We shall not fail to keep you well posted in anything further that may transpire.

(Signatures)

Postscript. Since writing the foregoing, we have seen the Government Gazette with the Articles of Association. From this it appears that it is only proposed to issue at present shares to the value of Frs. 2,000.000 promoters' shares. Authority is reserved to issue a further Frs. 2.000.000 within a year, for the purpose of paying for the second boat, and the General Meeting in 1910 will decide as to the question of further emissions.

10838

From this it looks as if at present the promoters' ideas are only to experiment with one steamer.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Aug. 1908. Ansd.

10839

10840 **Petitioner's Exhibit 1102.**

G. No. 244.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 27th, 1908.

To the Parties:

Russian steamers.

SS. "Rossia" sailed August 24th with 497 steer-
10841 agers and 30 cabin passengers from Libau via Rotterdam to New York.

Petitioner's Exhibit 1103.

G. No. 245.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 29th, 1908.

To the Parties:

10842 I herewith beg to enclose a copy of the provisional Agreement with the Russian Eastasiatic Co. as concluded on the 26th instant. At the request of the Red Star Line I wired Mr. Sandford on the 26th inst. as follows:

"Agreement reached with Eastasiatic Co. cancel competition Eastasiatic rate $28.—"

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3 Sept. 1908. Ansd.

Defendants' Exhibit 55. 10843

G. No. 246.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 31st, 1908.

To the Parties:

I herewith beg to enclose copy of minutes of the last meeting, to which I have added the telegrams ex- 10844
changed between General-Director Dr. Wiegand and Dr. Paratore of the Navigazione Generale.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3 Sept. 1908. Ansd.

10845

10846 **Defendants' Exhibit 56.**

G. No. 247.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, 2nd September, 1908.

To the Parties:

Head-tax.

10847

Hapag write:

"On several occasions it has happened that steeragers forwarded by us at regular rates have claimed the amount of the Head-tax from us after their arrival in America. Upon our objection that we had not charged the Head-tax, but that all fees whatever were included in the fare, our opponents claimed that the United States law prescribed a Head-tax for aliens and consequently the fare for aliens ought to be higher than the fare for persons being non-aliens. We may mention that it is
10848 not at all certain that the claimants were, in fact, American citizens, they only pretended to be it. In order to avoid the expenses of a law-suit which even in case of success would be very high, we have upon our American lawyers advice always voluntarily refunded the amount claimed. The number of such claims lately, however, increased so considerably that we have resolved today to quote for the beginning for such steeragers as travel with our steamers via New York to Canada a fare which

Defendants' Exhibit 56

10849

is Marks 16.—, *i. e.* the amount of the Head-tax, lower than the fare to New York. For the next conference we reserve the right to put again the motion to collect the Head-tax separately and to issue an extra receipt for it. As it will very likely interest the parties, what our New York house reports to us in this matter we herewith beg to hand you copy of a letter we have recently received."

The copy referred to reads:

"Referring to your letter of the 17th inst. regarding the Head-tax, we take the liberty of 10850
pointing out that your view does not quite correspond with the position of affairs here. The immigration law requires that a head-tax be levied on all aliens. It follows therefore of itself that citizens must cross the ocean more cheaply than foreigners. But, as we charge in Europe the same fares for both, citizens consider themselves entitled to a refund and when, as often happens, they claim accordingly from the Immigration authorities, they are referred to us and receive at the same time special confirmation that they are entitled to receive such refund. If, therefore, we were to 10851
refuse to allow a refund to these people, after they are aware that no tax has been paid for them, we should have to expect numerous lawsuits, all of which we should probably lose. In such cases, therefore, we cannot avoid meeting the demand. In other cases, when claims are addressed direct to us, we endeavor to avoid making a refund, by pointing out that the regular fare was paid and that the head-tax, if payable, will be defrayed by us, but are not always successful. In our opinion, when-

10852 *Defendants' Exhibit 56*

ever a justified claim is put forward, we ought always to make a refund immediately and thereby avoid offending the local Government to the notice of which cases, where we have refused a refund are, sooner or later, sure to be brought by the complainants. To make matters easier, we have frequently proposed to you that the tax should be collected in Europe just as separately as is done here in the case of prepaids."

Respectfully,

10853 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Sep. 1908. Ansd.

10854

Petitioner's Exhibit 1104.

10855

G. No. 248.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 3rd, 1908.

To the Parties:

Russian Steamers.

S. S. "Rossia" arrived August 27th at Rotterdam from Libau, with 497 steeragers & 30 cabin passengers where she still embarked 168 steeragers & 20 cabin passengers. She left Rotterdam August 29th for New York. 10856

S. S. "Korea" arrived August 27th with 490 steeragers & 10 cabin passengers from New York at Rotterdam, where she landed 370 steeragers. She left Rotterdam August 29th for Libau.

The reports will be discontinued in view of the Agreement with the Russasiatic.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. 10857
Recd. 7 Sep., 1908. Ansd.

10858 **Petitioner's Exhibit 1105.**

G. No. 249.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 4th, 1908.

To the Parties:

Compensation for fighting rates.

10859 I informed the parties that the bill for compensation moneys as per G. No. 219 had to be rectified, as according to the award of Mr. Ismay S. S. Noordam April 15th is not entitled to more compensation than the Pretoria viz: $7.— instead of $11.— the statement has been altered accordingly.

The amounts due are now as follows:

I. *Hapag:*

compensation for 12/1, 4/2, 2/0 overbooked by S. S. Seydlitz April 23rd and forwarded by S. S. President Lincoln, April 25th at the basis of the rate of S. S. President Lincoln viz: $28.—

10860 and the rate of S. S. Seydlitz viz: $24.—
therefore compensation $4 per adult for 12/1, 4/2, 2/0-= $56.—

II. *Nasm:*

compensation as per
annex 1, for S. S. Noordam April 15th (cfr G. No. 195)— $ 3409.76
annex 2, G. 219 for S. S. Nieuw Amsterdam, June 3rd (cfr. G. No. 123)— " 8070.—
annex 3, G. 219 for S. S. Potsdam June 17th (cfr. G. No. 130)— "14216.—

Petitioner's Exhibit 1105

10861

annex 4, G. 219 for S. S. Noordam June 24th (cfr. G. No. 171)— " 7928

$33623.76

III. *Nordd. Lloyd:*

compensation for 1544/1, 208/2 at $5.— per adult (vide G. No. 45)— $ 8240.—

IV. *White Star Line.*

as per annex 5 to G. No. 219. (vide G. 230)— $ 656.— 10862

V. *Red Star Line*

as per annex 2 (vide G. No. 234)— $4154.—

By agreement between the N. D. L. V. and Transat as provided for in Minute 22e, Transat undertakes to participate in the compensation payments with 10.10% that is 9.17% in bearing its own share in the reduction of the percentages, the distribution of the amounts is therefore as follows:

		I. Hamburg American Line. To receive	II. Holland America Line. to receive.
from:		$	$
Allan Line	4.50%	2.52	1513.07
Anchor Line	3.57%	2.—	1200.37
Cunard Line	13.73%	7.69	4616.54
Hamburg American Line	11.22%	6.28	3772.59
Holland America Line	5.54%	3.10	1862.76
Norddeutscher Lloyd	17.07%	9.56	5739.57
Red Star Line	7.77%	4.35	2612.57
White Star Line	14.07%	7.88	4730.86
American Line	7.92%	4.44	2663.00
Dominion Line	1.36%	0.76	457.28

10863

Petitioner's Exhibit 1105

10864

Canpac	4.08%	2.28	1371.85
Transat	9.17%	5.14	3083.30
	100.00	56.00	33623.76

		III. Nordd. Lloyd Line. to receive.	IV. White Star Line. to receive.
from:		$	$
Allan Line	4.50%	370.80	29.52
Anchor Line	3.57%	294.17	23.42
Cunard Line	13.73%	1131.35	90.07
10865 Hamburg American Line	11.22%	924.53	73.60
Holland America Line	5.54%	456.49	36.34
Nordd. Lloyd	17.07%	1406.57	111.98
Red Star Line	7.77%	640.25	50.97
White Star Line	14.07%	1159.37	92.30
American Line	7.92%	652.61	51.96
Dominion Line	1.36%	112.06	8.92
Canpac	4.08%	336.19	26.76
Transat	9.17%	755.61	60.16
	100.00	8240.00	656.00

10866

		V. Red Star Line. to receive
from:		$
Allan Line	4.50%	186.93
Anchor Line	3.57%	148.30
Cunard Line	13.73%	570.34
Hamburg American Line	11.22%	466.08
Holland America Line	5.54%	230.13
Norddeutscher Lloyd	17.07%	709.09
Red Star Line	7.77%	322.77
White Star Line	14.07%	584.47

Petitioner's Exhibit 1105

10867

American Line	7.92%	329.—
Dominion Line	1.36%	56.49
Canpac	4.08%	169.48
Transat	9.17%	380.92
	100.00	4154.00

These amounts are subject to my verifying the accounts.

As the negotiations on Austro-Americana's participation in the eastbound business are still pending, Austro's quote had to be omitted; for this amount the 10868
statement is still subject to rectification. In the meantime I would request to pay the above amounts to the respective Lines.

Subsequently Transat is willing to contribute with its share to the compensation of the Pretoria as per G. No. 117. The amounts which under these circumstances are to be refunded and which I request Transat to pay are the

Allan Line	M	281.73
Anchor Line	"	225.39
Cunard Line	"	870.24
Hamburg American Line	"	707.46
Holland America Line	"	350.61
Norddeutscher Lloyd	"	1076.85
Red Star Line	"	494.59
White Star Line	"	889.02
American Line	"	500.86
Dominion Line	"	87.65
Canpac	"	256.69

10869

Total: M 5741.09 = 9.17% of M 62607.30

Respectfully,

10870 *Petitioner's Exhibit 1105*

Annex 1 to G. No. 249. 4/9. 08.

Holland-Amerika Linie.

Account

regarding 406 adults, 14 children and 15 infants, booked for the third class of s.s. "Pretoria" of the Hamburg-American Line, from New York April 11th 1908 and transferred to the Holland-America Line steamer "Noordam," from New York April 15th, 1908:

Regular third class rate ..... $ 34.— per adult

10871 The Hamburg-America Line settled with us for the above named passengers at the rate of ..... " 23.— " "

According to the award of the arbitrator (G. No. 195) s.s. "Noordam" is entitled to receive the same amount of compensation as was paid to the "Pretoria," viz: $7.—per adult *i. e.* for 406 adults, 14 children and 15 infants

413 x $7.— ..... $2891.—

10872 S.S. "Noordam" is also entitled to receive the difference between the costs of European inland transportation tickets furnished by us to the above passengers for their transportation from Rotterdam to their European inland destinations, and the amount of European inland fares from Hamburg to said destinations collected by the Hamburg-

Petitioner's Exhibit 1105

10873

American Line and turned over to the Holland-America Line, viz:	$ 470.50	
and also the inland fares paid by the Holland-America Line for 19 third class railroad tickets Rotterdam-Hamburg furnished to 19 of the above passengers holding Hamburg-American Line Ocean Tickets to Hamburg	$ 48.26	
Total		$3409.76

10374

10875

10876 **Petitioner's Exhibit 1106.**

Annex 2 to G. No. 249. 4/9. 08.

III. Cl. Pass.

New York August 18-08.

Red Star Line,
Office of the Manager,
Antwerp.

Dear Sir,

Opposition Steamers. Referring to our letter of the 14th our Accounting Dept. were unable to com-
10877 plete the statement of the passengers secured by the "Finland" on her June voyage eastbound at fighting rates but it has now been finished and we are giving you same below.

Total No. of passengers	1130½	statute adults
Less 5 Bondables		
3 E. B. Prepaids		
84 at $28 rate		
—		
92	92	
	1038½	statute ad. at $24

10878 on which we should be compensated at $4 each, amounting to $4154.—

Yours faithfully
RED STAR LINE

Petitioner's Exhibit 1107. 10879

G. No. 250.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 7th, 1908.

To the Parties:

New York & Continental Line.

10880

S.S. Volturno of the New York & Continental Line, sailed August 22nd with 300 steeragers from New York, she disembarked them Sept. 4th at Hoek van Holland and proceeded to Hamburg. The passengers were forwarded on a river-boat to Rotterdam.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 9 Sep. 1908. Ansd.

10881

10882 **Petitioner's Exhibit 1108.**

G. No. 251.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 10th, 1908.

To the Parties:

10883 In compliance with the wishes uttered by the Red Star Line at the last meeting to have the minutes printed as well as the byelaws, I have compiled them and herewith beg to send a copy of it. It is a repetition of the minutes and byelaws as submitted to the Lines by circular Letters G. N. 116,227 and 246 with the exception of the names of the representatives of the Lines and the signatories. In order to distinguish the byelaws, the minutes have been printed in Italics.

If the Lines find it convenient I shall in future publish the minutes and byelaws in the same way.

Respectfully,

H. PETERS.

10884 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Sep. 1908. Ansd.

Petitioner's Exhibit 1300. 10885

G. No. 252.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 10th, 1908.

To the Parties:

Russian Eastasiatic S.S. Co.

10886

Yesterday Mr. v. Benislavski was here, but before I could see him he had received news of an accident in his family calling him home all on a sudden.

I had however some conversation with two gentlemen of his staff, who informed me that the understanding with the Holland America Line concerning freight matters, provided for in clause 6 of the Memorandum of August 26th, had been reached. This has been confirmed by the Holland America Line, and I shall now draft the Agreement with the Russian Eastasiatic S. S. Co. which is to replace the Memorandum as per clause 9.

Amongst the topics of the conversation there was one requiring some attention. The Russian Volunteer Fleet have still on stock about 3000 prepaids from Libau and about 150 from Rotterdam. They have applied to the Russian Eastasiatic to take charge of them, but this Co. could not think of it, since they are in the pool, as the average net rate might not come up to $20 and considering the large number of children on these prepaids.—On the other hand it is to be presumed that none of the other parties would care to carry the passengers at the R. V. F.'s rates. 10887

10888 *Petitioner's Exhibit 1300*

Under these circumstances the R. E. Co. pointed to the possibility or probability that the R. V. F., in order to meet their engagements might send out their unemployed steamer "Moskva" for several sailings and thus become again a disturbing element, at least temporarily in the westbound and eastbound traffic, against which I of course have pointed to clause 4 of the Memorandum. I have promised to submit the matter to the A. C. Lines.

As mentioned it is to be assumed that no Line will be ready to take the R. V. F's prepaids from Libau at the net rate at which they are sold. The situation
10889 in my opinion will be this: The buyers of these prepaids will hold the agents of the R. V. F., Messrs. C. B. Richards & Co. responsible, and the R. V. F. will be aware, that they on their part are responsible to their agents.

Suppose the 3150 prepaids mentioned above, to be souls and not adults or tickets for families and the number of adults to be say 2500. If the net rate has been $20 and the R. E. A. Co. was willing to take charge of them at their present net rate of $32, this would mean a loss to the R. V. F. of 2500 .12 or $30,000. It is evident that three trips of the "Moskva," even if they secured a full steerage out and home,
10890 would mean a greater loss but still, the ways of the R. V. F. are incalculable and therefore rather than incur any risk of fresh disturbance I would propose, to enable the R. E. Co. to secure those prepaids in the following way. They try to get from the R. V. F. as high a rate as possible. From this net rate a carrying rate (including headtax) of say $8, to be deducted, and in the proportion of the then remaining amount to their own present net rate, less $8, carrying rate the R. E. A. Co. accounts for these passengers in the pool, *f. i.* The R. E. Co. get from the R. V. F. $27 net: their present prepaid net rate be $32. Deducting

Petitioner's Exhibit 1300

10891

from both rates a carrying rate of $8 gives a proportion of 19:24 which means that if the R. E. Co. carries 24 souls of the R. V. F.'s prepaids, they would account in the pool only for 19.

I shall be obliged for the views of the Parties upon receipt of which I shall communicate with the R. E. Co.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received, 12/9, 1908. Ackn'ld, 1908. Answered, 1908.

10892

10893

10894 **Petitioner's Exhibit 1301.**

G. No. 253.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 11th, 1908.

To the Parties:

Monthly Statements for August (G. No. 229.)

Today I send the Monthly Statements for August.
10895 In conformity with the Summary No. 6 I have to request for the following payments being made:

Allan Line	to	Continental Lines.....	£1415
Anchor Line	"	" "	" 1325
White Star Line	"	American Line	" 1227
" " "	"	Dominion Line	" 1465
" " "	"	Continental Lines	" 1454
Cunard Line	"	" "	" 1716
Can. Pac. Ry. Co.	"	" "	" 1748
" " " "	"	Donaldson Line	" 84

The Parties will please inform me when the payments have been made or received.

For the payments to the Continental Lines the re-
10896 spective Lines will please send their check to me.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received, 14/9, 1908. Ackn'ld, 1908. Answered, 1908.

Petitioner's Exhibit 1109. 10897

G. No. 254.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 12th, 1908.

To the Parties:

Italian Lines.

For records sake and in connection with Minute 67 I give a statement of the telegrams further exchanged with reference to the negotiations with the Italian Lines: 10898

1) 31/8. Bremen:

"Paratore wires that he will be in Bremen Wednesday.

"LLOYD."

2) 2/9. Bremen:

"Have proposed Paratore to advance Italian eastbound rates 5 dollars allround against which Italian Lines advance eastbound continental rate to 35 dollars to make it prohibitive. Commission 2 dollars. Paratore will wire decision of Italian Lines from Milan the day after tomorrow. 10899

"WIEGAND."

3) 5/9. Bremen:

"Paratore wires under yesterday's date: Can obtain decision Ital Lines only tomorrow. Will wire tomorrow from Rome.

"LLOYD."

10900 *Petitioner's Exhibit 1109*

4) 7/9. Liverpool:

"No telegram received containing decision Italian Lines.

"PASSENGER."

5) 8/9. Bremen:

"Paratore wires: Italian Lines confirm to be ready discuss agreement immediately but they are sorry to be not able consent your wish. Telegram ends. Am trying to arrange for a meeting of German Lines with Paratore Crespi
10901 on Friday this week. If this succeeds I think right to do nothing in the mean time.

"WIEGAND."

6) 9/9. Liverpool:

"Referring your telegram eighth British Lines at meeting today feel strongly in view unsatisfactory attitude Italian Lines that the measures agreed upon in London should be put into force forthwith reply as soon as possible.

"PASSENGER."

7) 9/9. Bremen:

10902 "Meeting of German Lines with Crespi and Paratore takes place Monday afternoon Berlin Hotel Kaiserhof.

"HEINEKEN."

8) 10/9. Bremen:

"As already for Monday next a meeting with Crespi and Paratore has been arranged we would consider it wrong to take measures sooner.

"LLOYD."

Petitioner's Exhibit 1109

10903

9) 10/9. Antwerp:

"Concur with British Lines' views that we should no longer allow Italian Lines to amuse us.

"STAR."

10) 10/9. Paris:

"Believe it would be well to await result of German Lines with Crespi, Paratore tomorrow before taking London measures.

"TRANSAT."

11) 10/9. Triest: 10904

"Agree with British Lines' views. Suggest also reduction official westbound rate from Italy.

"COSULICH."

12) 10/9. Rotterdam:

"Suggest reply British Secretary that we would like to await the result of the meeting of German Lines with Paratore and Crespi.

"AMERICANO."

13) 10/9. Liverpool:

10905

"Reply telegram we note that German Lines propose meet Crespi Paratore Berlin Monday but British Lines view this further delay as indicative of Italian Lines policy of procrastination and again urge the putting into force at once of the measures agreed at London meeting please reply.

"PASSENGER."

10906 *Petitioner's Exhibit 1109*

14) 10/9. Antwerp:

"Concur with view that measures against Italian Lines as considered in London should become operative.

"STAR."

15) 11/9. Bremen:

"Italian Lines had proposed meeting Saturday. This not being convenient to German Lines Monday was agreed. There is therefore no procrastination on the part of the Italian
10907 Lines and we decidedly are opposed to measures being taken before meeting has taken place.

"LLOYD."

16) 11/9. Rotterdam:

"Supposing Meeting Berlin having been arranged on the presumption that meantime nothing would be done think it would not be right to enforce measures considered in London forthwith. If Monday it is shown to be inevitable not much will be lost by a delay of three days.

"AMERICANO."

10908

17) 11/9. Triest:

"In order to facilitate result of Monday meeting Berlin think British Lines or at least some of them should at once put into force measures agreed at London reducing also official westbound Italian rate.

"COSULICH."

Petitioner's Exhibit 1109

10909

18) 11/9. Liverpool:

"Under circumstances mentioned in telegram of today British Lines will await result meeting on Monday next but feel strongly that if same not satisfactory authorised measures should not be further postponed.

"PASSENGER."

19) 11/9. Triest:

"Italian Lines not having yet advanced their continental eastbound rate we have reduced our eastbound rate for Martha Washington sailing from New York September 16th to twenty-four dollars. 10910

"COSULICH."

20). There is further the following letter from the Hamburg American Line dated 11th instant:

"In reference to the telegrams of the eight British Lines we beg to inform you that it was only reluctantly when we assented not to put in force at once the counter measures, agreed upon in London, against the action of the Italian Lines. We would then surely have been in a much stronger position at the impending meeting. Should also in Berlin an 10911 agreement not to be reached at immediate proceedings as resolved in London are considered indispensable by us."

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 14 Sep., 1908. Ansd....

10912 **Petitioner's Exhibit 1110.**

G. No. 255.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 15th, 1908.

To the Parties:

Cunard's Fiume Service.

10913 I have to inform the Parties of the following telegram of the Cunard Line of September 1st:

> "Referring Minutes London Meeting August 26, Clause 2 in which it is mentioned that the basis of Cunard Fiume carryings for the years 1906-7 would give 6.47 percent kindly note that the correct figure for our carryings in these years is 6.88 percent."

I asked the Cunard Line to give me the figures on which this percentage is based and they sent me the following statement, showing the carryings of the Atlantic Conference Lines for 1906-7 taken in con-
10914 junction with their Mediterranean service.

Petitioner's Exhibit 1110

10915

	1906. Passengers		1907. Passengers		
Allan Line	4.091		4.960		
Anchor Line	23.635		26.509		
American	51.450		52.056		
Cunard (Liverpool) ..	93.195		93.282		
Dominion Line	26.882		34.919		
Hamburg-America ...	128.575		144.559		
Holland-America	42.988		46.718		
Norddeutscher Lloyd	173.449		204.142		
Red Star Line	64.620		69.843		
White Star	62.959		67.076		
Cunard Fiume	50.363	6.97%	54.105	6.78%	10916
Average	722.207		798.169		
Total 760.188					
Cunard 52.234.	*Average Percentages 6.88%.*				

The numbers of passengers as given are in accordance with the Strasser's statistics. The average of the percentages is 6.88%. The percentage of the average of the carryings is 6.87%.

Respectfully,

H. PETERS,
p. M. P.

10917

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 18 Sep. 1908. Ansd. 19 Sept.

10918 **Defendant's Exhibit 57.**

G. No. 256.

ATLANTIC CONFERENCE

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 21st, 1908.

To the Parties:

Italien Lines Westbound.

10919 The White Star Line write:

> "We think the Lines will be interested to hear, in view of what took place at the Paris Meeting, that our representatives in Italy advise us that they hear the National Compagnies are paying as high as 70/80 Lires Commission on Westbound business and they have actually seen some of the National Companies' circulars quoting 60 Lires commission and upwards according to the numbers booked."

Respectfully,

H. PETERS.

10920 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Sep. 1908. Ansd.

Petitioner's Exhibit 1302. 10921

G. No. 257.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 21st, 1908.

To the Parties:

Cunard's Fiume Service, G. No. 255.

With reference to G. 255 the White Star Line write:

> "To be exact, the figures for the Russian East Asiatic Co., now parties to the Pool, 10922
> should be included, which would make the percentages for 1906 and 1907 6.95% and 6.69% respectively."

I should like to know how the other Parties think about it. By the Memorandum of an Agreement between the Russian "Eastasiatic Co." I did not understand that this Company is to be considered as a party to the Pool but I took it, that it was to be a separate Agreement between the Russasiatic and the A. C. Lines on the same Lines as the Agreement between the Atlantic Conference Lines (Clause 9 of the Memo).

If this is not what was intended, then the White Star Line are right in what they say, although prac- 10923
tically it makes no difference, if a smaller percentage is taken of a proportionately larger number. But at any rate the figures for the Russasiatic of 1906 in which they had only 5 sailings cannot be taken as part of a basis for arriving at correct percentages.

Respectfully,

(Stamped): North Atlantic, Passenger Conference. Received, 23/9, 1908; Ackn'ld.... 1908; Answered, ... 1908.

Petitioner's Exhibit 1303.

10924

G. No. 258.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 21st, 1908.

To the Parties:

Russian Eastasiatic S. S. Co. (G. No. 252.)

10925 I have asked the R. E. SS. Co. for the exact figures of the Russian Volunteer Fleet's prepaids and they reply that they will report as soon as possible but they expect, that it will take some time in view of the slow and clumsy working with the Volunteer Fleet

With respect to clause 4 of the Memorandum the R. E. S. S. Co. are of opinion, that it would apply only to the case that the Volunteer Fleet should definitely take up again the Service to New York, but not if they only temporarily made a few trips in order to liquidate their business.

The R. E. S. S. Co. don't think, that the Volunteer Fleet will take the course of sending out the "Moskwa" as it would be too expensive; but should they still do so, they don't consider clause 4 applicable.

10926 The Red Star Line write referring to G. No. 252:

"The percentage which the Russian Eastasiatic Co. got at London is more than that Company is entitled to according to the statistics based on their carryings and the reason for this is mainly that they claimed and received credit, to a certain extent, for the carryings of the Russian Volunteer Fleet, which had gone out of existence; it would then seem to us that

the Russian Eastasiatic Co. might take care of the outstanding prepaids of the Russian Volunteer Fleet since in their percentage a portion of the Russian Volunteer Fleet's carryings is included. If however the Russian Eastasiatic Co. decline to do so it would then seem to us that it is entirely a matter for the Russian Volunteer Fleet to find out whether it is cheaper for them to dispatch special steamers to carry their outstanding prepaids or to make arrangements with the Russian Eastasiatic Co. or any other Company for the forwarding of all their prepaids at a reasonable price. We suppose that no Line being short in the Pool would decline to carry these prepaids at their nett tariff rate."

10928

The Holland America Line, Allan Line, White Star Line have agreed with the proposal in G. No. 252. The rest of the Lines have not replied yet.

Respectfully,

(Stamped): North Atlantic, Passenger Conference. Received 23/9 1908. Ackn'ld 1908. Ansd. 1908.

10930 **Petitioner's Exhibit 1111.**

G. No. 259.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 22nd, 1908.

To the Parties:

The Russian Eastasiatic Co. being no longer allowed to call at Rotterdam westbound inform me, that they
10931 have still 430/1 170/2, 30/0 steerage open prepaids from Rotterdam, for which they got a net amount of 13451 dollars. The Holland America Line will undertake to forward these prepaids provided the parties refund them the difference between the rate they get from the Russasiatic and their regular rate. Will the Lines inclusive Transat and Austro please let me know what they think about it. If agreed the amount of the compensation to the Holland America Line would have to be paid by the Lines pro rata of their interests in westbound steerage business *i. e.* the percentages would be modified by the participation of Transat and Austro.

10932 Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 24 Sept. 1908. Ansd.

Petitioner's Exhibit 1112.

10933

G. No. 260.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 23rd, 1908.

To the Parties:

By request of the Lloyd I beg to hand you enclosed a copy of the proposed Agreement with the Italien Lines (which is to be considered as confidential) accompanied by a Memorandum.

10934

Respectfully,

H. PETERS.

10935

10936 **Petitioner's Exhibit 1113.**

Commentary

To the Provisional Agreement regarding steerage business between Italian and North American Ports as discussed at Berlin, September 16th, 1908.

The discussions Director General Ballin and myself had at Berlin with the Commendatore Crespi and Dr. Paratore, representatives of the Italian Lines, between the 14th and 16th September, have been tedious and difficult and several times were on the verge of being broken up owing to the extraordinary demands of the
10937 Italian Lines, notwithstanding the fact that their claims from the beginning of the interview were considerably more moderate than they had been at the first meeting.

Enclosing the results of the interview to the parties interested, I beg to state that Mr. Ballin as well as myself are convinced of the fact, that this is only a compromise which will be satisfactory to none of the Lines. It must, however, be left to further definite settlement, to what extent the paragraphs can be improved upon.

I beg to add the following in way of explanation:

In order to find a way for proper discussion of all the questions, involving various points of interest,
10938 we have been discriminating between the direct and indirect Lines interested in the Italian trade, and the Lines which call at Italian harbours only in the way of intermediate ports. Endeavoring to bring about an understanding between the Lines interested in the direct Italian business, we have based our discussions on the Florence propositions already dealt with in Paris which as known aim at a distribution of all steeragers in proportion to the number of berths, this being the fairest form of division. Having in the beginning principally agreed to this, the Italian Lines later on while we were fixing the number of sailings, claimed 8

10939

sailings for each of the steamers belonging to the new Steam Ship Lines (Italia, Lloyd Italiano, Lloyd Sabaudo, Sicula Americana) this making a total of 166 sailings even if we would have declined the proposition of the Italian Lines to increase the sailings of the Navigazione and Veloce, while the other Lines except the Trasatlantica Espanola, in accordance with the Maximum number of sailings of the last three years, would have been entitled to only 152 sailings. Finally the Italian Lines agreed to fix the Maximum number of their sailings to 150, if the rest of the Lines would confine themselves to the equal number.

10940

While going over the number of berths of each steamer, we found out that the Italian Lines would enter the Pool with a much higher number of berths than the other Lines, which can be seen by the fact that the number of berths of the Italian steamers in question is about 50.000, while the steamers of the other Lines own only about 40.000 berths. This would result in a considerably higher percentage than 50% for the Italian Lines if the Agreement was worked on the aforementioned basis. Here, however, has to be added that at a time of decreasing business, we could duly reckon with a greater reduction of sailings on the part of the Italian Lines, than this would prove necessary with the other Lines, these latter owing to

10941

their cabin business, being to a higher degree prevented from reducing their sailings.

On the other hand, however, it had to be taken into consideration that the Italian Lines would earnestly strive to complete their sailings in order to participate a share as high as possible of the steerage traffic; consequently we deemed it more advisable to waive the idea of a Pool worked out on the number of berths and reach an understanding with the Italian Lines on the percentage basis.

10942 *Petitioner's Exhibit 1:13*

According to the number figured out to the present, an allotment of 50% for each of the two groups seemed fair to us. The Italian Lines, however, repeatedly put forward their claim of a minimum share of 55%, adding that they would yield to a share of 50% only under the conditions that a pool should be fixed for a term not exceeding one year, they not being authorized to sign a contract for a longer period.

Now a share of 50% of the Lines interested in the Italian direct traffic viz. the English and German Lines, and the Fabre Line, would involve a loss of 21.50% figured on the average traffic of the years 1905, 1906
10943 and 1907, westbound, and a loss of 30% on the average of the same years eastbound. But it must not be overlooked that there have been not less than four new Italian Lines coming into competition, which, no doubt in the course of next year would have gained their share, so that an allotment of 50% nearly corresponds with what the Italian Lines would have gained if we had not come to an understanding. In any case, this share seemed to us more favorable than a berths division as per the Florence propositions, for what we are losing, we shall probably gain westbound, by paying lower commissions, eastbound, by quoting higher rates; besides with the help of the Italian Lines we
10944 might be able to raise our westbound rates.

With regard to the indirect Lines and the Lines calling at Italian harbours only in the way of intermediate ports, Mr. Ballin and myself were of the opinion that each Line should be granted a share corresponding with the three years average of 1905, 1906 and 1907, to which the Italian Lines strongly objected claiming with a certain right, that the indirect Line should bear the same reduction of their allotment as the direct Lines.

In order to bring about a provisional Agreement it was necessary for us to fall in with the views taken

10945

by the Italian Lines, it being left to further discussions to find out whether the afore mentioned measure might turn out to be disadvantageous for some Lines, and how to avoid any unfairness; for instance, the Cunard and the Austro Americana Steam Ship Cos. started their services only in 1905 and consequently did very small business this year, so that on three years average to a certain extent an unfairness is evident. So that at the next Conference Meeting will have to be shown to what extent the shares can be improved; at any rate, at the last interview, we did not fail to point out to the Italians that this question had to be taken up again.

10946

The third question dealt with the stipulation that the Italian Lines should keep away from Continental business, the other Lines to give up Italian business. Considering that also the Lines so far not represented in the Italian trade must wish to have their continental business safeguarded against invasion of the Italian Lines, they should feel obliged to bring about by their consent the desired Agreement. As mentioned before the contract has been closed for only one year, or to be more correct, until the 31st December 1909, a special stipulation to be made for the remaining three months of the current year, as for this short period a reasonable working of the Pool could not be expected.

10947

In order to avoid unjust payment we have stipulated that none of the parties should pay an amount of money higher than the value of the berths carried vacant.

It has no doubt, been one of the most important questions, dealt with at our interview to resolve how to act in regard to the disqualification of agents; for the Italian Lines, claiming that this disqualification should be cancelled, could hardly be refused, as there was no single Line but a big combine of several Lines, uniting in this demand, which combine, we are to make

10948 *Petitioner's Exhibit 1113*

a contract with, and which surely, will protect the agents which have stood by them.

The contract I dare say, cannot be definitely signed, without the Non-Italian Lines interested in the Italian trade (Anchor Line, Fabre Line, Hamburg-Amerika Linie, Norddeutscher Lloyd, White Star Line) making amongst themselves an Agreement as to the division of their share of the traffic. For good and all it seemed to be advisable to go back to the Florence propositions which represent the most just division.

Also the fixing of the numbers of sailings for this group I daresay is absolutely necessary if we do not
10949 want to run the risk that the considerable enfeebling of the Italian business caused by the invasion of the Italian Lines will be carried further by the Italian Lines increasing their sailings. On the other hand, it would not be advisable for any of the interested Lines to make an Agreement with the Italian Lines without such a clause.

The draft of an Agreement in the aforementioned sense, I shall mail to the parties within a few days. Also the interested parties will in the course of this week be in receipt of a draft of the Agreement that has to be made with the Italian Lines by the single groups.

10950 Finally I have to remark that the Italian Lines consider it extremely important that the conclusion of the whole Agreement should not become public, but kept secret for the reason that according to Italian law Pool Agreements are forbidden.

(Sigd.) WIEGAND.

Petitioner's Exhibit 1114.

10951

Between the Undersigned

Director General A. Ballin and Director General Dr. H. Wiegand, on behalf of the Continental and British Lines, and

Commendatore A. Crespi and Dr. Paratore, on behalf of the Italian Lines, the following basis for a contract regulating the Italian steerage business has been agreed upon.

The contracting parties to endeavor to obtain the consent of the other Lines interested, and to have the final agreement signed before the 29th September.

Art. 1.

10952

Traffic covered by this Contract.

The traffic covered by this contract comprises:

a) All emigrants (third class) embarking at Italian and subsequent ports of call for the United States and /or Canadian ports, irrespective of their nationality.

b) All third class passengers (immigrants) embarking at ports of the United States and /or Canada for Italian ports or previous ports of call, irrespective of their final destination.

c) All Italian or Oriental emigrants embarking at Cherbourg or Havre for ports of the United States and /or Canada.

10953

d) All third class passengers landed at Cherbourg or Havre, who proceed to Italy or the Orient or who are booked through to such destination.

Under the term "Orient" is understood Greece, Asia and Africa.

Art. 2.

Parties to this Contract.

The following parties are interested in the traffic:

A) The Italian Companies (Navigazione Generale Italiana, La Veloce, Lloyd Italiano, Italia, Lloyd Sabaudo, Sicula Americana).

10954 *Petitioner's Exhibit 1114*

B) The direct non-Italian Lines (Hamburg American Line, North German Lloyd, White Star Line, Anchor Line, Fabre Line).

C) The indirect non-Italian Lines (Cie. Gle. Transatlantique, American Line, White Star Line).

D) Non-Italian Lines calling at Italian ports as intermediate ports (Cunard Line Austro Americana).

E) The Compania Trasatlantica Espanola.

Art. 3.

General Conditions.

10955 The Contract to be agreed upon (Italian Pool Contract) shall be concluded between Group A and B. The traffic of groups C and D shall be regulated by separate Contracts, providing certain Pool shares. The question of the relation of the contracting parties to the Cie. Trasatlantica Espanola is left open.

The following conditions respecting duration, mode of accounts, compensation, regulation of rates, delivery of statistics etc., shall also apply to the supplementary contracts.

Art. 4.

Contract with Group C.

10956 The share of the indirect non-Italian Lines in the Italian steerage traffic shall be fixed in the percentages of the whole traffic as per Art. 1, including only such passengers of the Cie. Gle. Transatlantique, the American Line and the White Star Line, as described by Art. 1, C and D.

The shares of the Cie. Gle. Transatlantique, westbound and eastbound, and of the American Line and White Star Line, as a whole, eastbound, shall be fixed as follows:

It shall be determined by which proportion the shares of the Lines named under Art. 2 B in the Italian traf-

10957

fic have been reduced under this contract in favour of the Italian Companies, as compared with the share the said Lines had in the same traffic during the last three years. The share of the Cie. Gle. Transatlantique as well as that of the American Line and White Star Line, shall represent their average share of business during the last three years reduced in the same proportion as that of the Lines named under Art. 2B.

These percentages will be approximately as follows:
For the Cie. Gle. Transatlantique Westbound 10.05%
For the Cie. Gel. Transatlantique Eastbound 8.35%
For the American Line and White Star Line
(Channel Services) combined, Eastbound 4.53%

10958

Art. 5.

Relation of the Parties of the Main Contract to Group D.

The percentages to be agreed upon shall be based on the total Italian Immigration traffic, as described in Art. 1 B and D.

The percentages for the Cunard S.S. Co. and the Austro Americana shall be fixed as follows:

It shall be determined by which proportion the share of the Lines named under Art. 2 B in the Italian traffic has been reduced under this Contract in favour of the Italian Companies, as compared with the share the said Lines had in the same traffic during the last three years. The shares of the Cunard S. S. Co. and of the Austro Americana shall represent their average share of business during the last three years reduced in the same proportion as that of the Lines named under Art. 2 B.

10959

These percentages will be approximately as follows:
For the Cunard S. S. Co. Eastbound 4.41%
For the Austro Americana Eastbound 2.53%

These percentages are understood for a minimum of 26 sailings per calendar year for each Line. For

each departure less than 26 the share of the respective Line will be reduced by 1/26th only such sailings to be counted which include steerage passengers landed at Italian ports.

Art. 6.

Main Contract.

The Main Contract shall regulate the relations between the Italian Lines (Navigazione Generale Italiana, La Veloce, Lloyd Italiano, Italio Lloyd Sabaudo, Sicula Americana) and the direct non-Italian Lines
10961 (Hamburg American Line, North German Lloyd, White Star Line, Anchor Line, and Fabre Line) so that both parties participate in equal parts in the total traffic covered by this contract which remains after deduction of the shares accruing to groups C and D, as well as of the traffic of the Compania Transatlantica Espanola. The above parties shall also participate in equal parts in all payments to be made to the groups C and D, or to be received from same.

The share of 50%, eastbound and westbound, for each group is based upon a minimum number of 120 sailings by each group during a calendar year in each direction. If the number of sailings of a group is
10962 less than 120 a year the share of such group, eastbound or westbound, as the case may be, will be reduced in favour of the other group by 1/120th, for each sailing below this number.

All statistics and accounts to be based upon the number of souls.

Eastbound and westbound accounts to be kept separately. Each calendar year to form a period in itself. The Secretary is, however, to render regular monthly accounts giving the transportation of the Lines and showing the position of the groups versus each other. The groups shall send to the Secretary weekly the statistics of the passengers carried by them.

10963

The first period shall comprise the time from October 1st to December 31st 08. For this period, a party can only claim to receive compensation for a number of passengers corresponding to the number of their vacant berths.

F. e. if group B has to compensate group A under this Contract for an excess of 5000 passengers, whilst group A had altogether not more than 500 vacant berths, compensation shall only be paid on 500 passengers.

Each group is held to carry, as nearly as possible, the share alloted to it. For this purpose, the group having exceeded their share is bound to bring about an adjustment so far as practicable. The measures to be adopted are left to the discretion of the respective group.

10964

The group in excess, shall pay to the group being short a sum of 110 Lires for each passenger (soul) carried in excess of their share.

In case of differences of opinion between the two groups, each group has to name an arbitrator of theirs. Both arbitrators will appoint one of the following gentlemen as Umpire:

Dr. jur. Hansen
Mr. Henry Wilding
Commendatore Weil.

10965

If the arbitrators cannot agree among themselves as to the selection of one of these gentlemen, the Umpire will be selected by lot.

Art. 7.

It is proposed to approach the Compania Trasatlantica Espanola with a view to come to an agreement with that Line respecting rates and commissions, at the same time limiting them to their present number of sailings.

10966 *Petitioner's Exhibit 1114*

Art. 8.

The minimum second class rate from and to Italian ports shall be 325 Lires (or $65) including a commission not exceeding 25 Lires. Passengers booked at less than these rates shall be accounted for under the Pool.

Art. 9.

Commission to sub-agents on westbound steerage business shall not exceed 15 Lires per adult. Apart from this, the stipulations of article 20 of the Florentine draft of Agreement shall be applied (5 Lires extra commission to general agents.)

10967

Art. 10.

The prepaid rate shall be equivalent to the highest cash rate of the issuing Company at the time being.

The Lines bind themselves not to issue Blank Prepaids nor to honour prepaid tickets on which the name of the passenger has been substituted by another one.

Art. 11.

The Lines having direct services from Italy bind themselves not to attempt to book Continental passengers, neither eastbound nor westbound, and more particularly not to quote any special rates and/or commissions for such business. On the other hand, the indirect Continental and British Lines parties to this Agreement undertake not to endeavor to book Italian steerage passengers eastbound or westbound, nor to quote special rates and/or commissions for such business, except as otherwise agreed upon in this Contract. (Art. 4)

10968

The other parties to the Atlantic Conference will assume a similar obligation.

Petitioner's Exhibit 1114 10969

Art. 12.

Upon the enforcement of the proposed Contract the agents disqualified on account of the previously existing difference between the two groups shall be reinstated.

Art. 13.

It is proposed to appoint Mr. Bonnemann as Secretary.

Art. 14.

As a guarantee for the fulfilment of the obligations 10970
arising under this Contract, each Line shall give a Bank Security to the amount of 125,000 Lires.

Art. 15.

The Conference which shall decide upon the acceptance of the above propositions shall be held on September 29th. In the meanwhile rates for eastbound Italian business will be advanced to $25 with $2 Commission, and the Continental eastbound rate of the Italian Lines to $28 less $2 Commission, basis Fiume/Triest.

Art. 16.

The Contract shall be concluded for the period from 10971
October 1st 1908 to the 31st of December 1909, and shall continue thereafter from year to year unless three months previous notice be given by either party.

Berlin, September 16th 1908

for Mr. A. Ballin

(signed) WIEGAND (signed) ECKER,

(signed) CRESPI (signed) AD. STORM

(signed) PARATORE.

10972 **Petitioner's Exhibit 1115.**

Agenda

of the Meeting in Berlin, Hotel Kaiserhof, September 29th, 1908, 10 A. M.

1) Cunard Lines' Fiume service & Atlantic Conference (G. No. 255).

2) Russasiatic, whether member to Atlantic Conference or under separate Agreement (G. No. 257).

3) Prepaids of the Russasiatic from Rotterdam (G. No. 259).

10973

4) Prepaids of Russian Volunteer Fleet by Russasiatic (G. No. 258, 252).

5) Art. 4 of the Agreement with Russasiatic (G. No. 258, 252).

6) Situation with reference to Scandinavian American Line.

7) Compensation of passengers forwarded at fighting rate by S. S. Lützow, April 30th.

8) Headtax quoted separately (Minute 15 of Paris Meeting).

10974 9) Proposed Agreements on Mediterranean business.

Jena, 25th September, 1908.

Petitioner's Exhibit 1116. 10975

G. No. 260.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 25, 1908.

To the Parties:

Lloyd wired me as follows:

> "Information that Fabre accepted meeting 29th is a mistake. Meeting cannot take place on the 29th. Fabre require according to a letter mailed yesterday Marseille some further explanations before accepting meeting. Hope that Conference will be delayed for a few days only." 10976

I informed the Lines hereof at once by wire:

Respectfully,

10977

10978

Petitioner's Exhibit 1117.

G. No. 261.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 29th, 1908.

To the Parties:

10979 *Russian Eastasiatic's Prepaids from Rotterdam (G. No. 259).*

With reference to the question of a compensation for the Holland-America Line if they take charge of the Russian Eastasiatic's prepaids from Rotterdam several of the Parties have declared that they would not agree to such compensation, this being a matter to be arranged by those two Lines between themselves so much the more so, as the Holland-America Line would have a chance to clear off some of their shortage.

The French Line write:

10980 "Il est certain que c'est la Holland Amerika qui retire le plus d'advantage de l'accord fait avec l'Est Asiatique, puisque cet accord éloigne de Rotterdam un concurrent qui, non seulement faisait baisser le prix des passages en 3ème classe, mais encore celui des passagers de cabine et les frets Il semble donc naturel que la NASM s'entende avec l'Est Asiatique pour lui reprendre ses prepaids sans avoir à demander une compensation."

Respectfully,

Petitioner's Exhibit 1118.

10981

G. No. 261.

Russian East Asiatics Prepaids from Rotterdam (G. No. 259.)

With reference to the question of a compensation for the Holland America Line if they take charge of the Russian East Asiatic's prepaids from Rotterdam, several of the parties have declared that they would not agree to such compensation, this being a matter to be arranged by those two Lines between themselves so much the more so, as the Holland America Line would have a chance to clear off some of their short-age.

10982

The French Line write:

> "It is certain that it is the Holland America Line who will have the greatest advantage from the agreement with the East Asiatic, as this agreement removes from Rotterdam a competitor who, not only reduced the 3rd class rate, but also the cabin and the freight rates. It therefore appears natural that Nasm should arrange this matter with the East Asiatic to take charge of their prepaids without claiming a compensation."

10983

Yours truly,

10984 **Petitioner's Exhibit 1119.**

G. No. 262.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 29th 1908.

To the Parties:

10985 *Cabin passengers in the steerage P[illegible].*

There seems to be a difference of opinion as to under which circumstances cabin passengers have to be accounted for in the steerage pool.

One opinion is, that all cabin passengers which have not paid the lowest cabin fare are to be considered as steeragers.

The other opinion is that only such cabin passengers must be pooled which have not paid at least £2.— more than the highest normal third class rate of the respective steamer.

It is a matter of course, that the carrying of cabin passengers at lower than the lowest cabin agreement
10986 rates is a breach of these agreements and has to be dealt with accordingly. Neither is there a question about passengers carried under Agreement W. clause 1 f.

The differing views refer only to clause b of the Commentary to Art. 2, reading:

> "Intermediate or even cabin passengers are steeragers unless they pay at least the lowest cabin fare as defined in Art. 13."

Art. 13 establishes the lowest cabin fare in two different ways, viz:

Petitioner's Exhibit 1120 10987

1) by a second class rate agreement or

2) *if there is no second class agreement* by determining that the lowest second cabin rates must be at least £2.— resp. $10.— higher than the highest normal third class rates of the respective steamer.

The second alternative is not applicable, because there is a second class agreement. The lowest cabin fare as defined in Art. 13 is therefore the rate fixed by this agreement and unless passengers pay at least *this* lowest cabin fare they are steeragers.

If that is not intended it will be necessary to give an authoritative interpretation and I therefore ad this question to the Agenda of the next meeting. 10988

Respectfully,

Petitioner's Exhibit 1120.

G. No. 263.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena. 10989

Jena, September 30th, 1908.

To the Parties:

Italian Lines.

Hapag on 26th inst. had received from New York the following cable:

"Italian agents continue sell outward tickets at low rates, this could not be done without consent or knowledge of general agents."

10990 *Petitioner's Exhibit 1120*

Hapag had communicated this cable to Mr. Crespi and his reply was:

> "Instructions compagnies italiennes New York ont ete si claires et decisives que je dois absolument exclure qu'elles ne soient pas scrupuleusement observees."

Lloyd whom I had informed of the Hapag cable had also wired to Mr. Crespi and received the following reply:

> "Nos agents New York telegraphient assur-
10991 ant absolument erronee information Hapag."

Hapag had passed on Mr. Crespi's reply to New York and got the following cable:

> "After agreement to advance Italian Lines accepted advices for low rate tickets in large numbers from individual agents and must have known that these were stock-tickets and not *bona fide* sales. These low priced tickets have been used for Piemonte September 24, San Giorgio September 26th and are still being used for Taormina September 30th. Piemonte sailed with 1532 Italians, whilst Slavonia same
10992 date only 202. This shows that Cunard Line advanced promptly and did not accept low priced advices whilst Sabaudo did. Same applies for San Giorgio sailed with 1350 Italians and Taormina expecting 1200. Italian Lines having received cable from Crespi are now trying to stop sale low priced tickets as far as practicable. Compania Trasatlantica Barcelona accepted five hundred advices at eleven dollars for Manuel Calvo, October 6th."

Respectfully,

H. PETERS.

Defendants' Exhibit 58.

10993

G. No. 264.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 30th, 1908.

To the Parties:

Russian Eastasiatic Line's Prepaids from Rotterdam.

By request of the Holland-America Line I promulgate their following letter:

10994

"In Sachen der Beförderung ihrer Rotterdamer Prepaids mit unserer Linie schreibt die Russisch-Amerikanische unterm 23. ds.:

'*Unsere Laufenden Prepaids.* Wie in Rotterdam verabredet, sprachen wir mit Herrn Peters wegen der Uebernahme Ihrerseits dieser Passagiere, und er war der Meinung, dass die Sache sämtlichen Linien unterbreitet werden müsse, um festgestellt zu bekommen, wie die Verrechnung zwischen Ihnen und der Conferenz sich arrangieren lasse. Diese Beratung mag vielleicht lange dauern, und da in der Zwischenzeit Passagiere wöchentlich bei Ihnen eintreffen, und befördert werden mussen, gestatten wir uns die Anfrage, ob Sie geneigt wären die Prepaids schon jetzt zu übernehmen und den Verrechnungsmodus später mit der Conferenz zu vereinbaren. Unsere Prepaids betragen:

10995

	1/1	1/2	1/0	Brutto-Passage	Netto
I. Kl.	1	2	0	$ 150.—	$ 127.50
II. "	26	11	2	" 1404.50	" 1196.88
III. "	381	144	25	" 13611.—	" 11430.96

10996 *Defendants' Exhibit 58*

und wir erwarten mit Interesse Ihren näheren Bescheid, evtl. telegraphisch, wonach wir Ihnen genaue Listen zugehen lassen werden,'
worauf wir wie folgt geantwortet haben:

"In Beantwortung Ihrer gefl. Zunchrifft vom 10/23. ds. teilen wir Ihnen mit, dass unsererseits gegen die Uebernahme Ihrer Rotterdamer Prepaids principiell keine Bedenken vorhanden sind. Was die darunter befindlichen Kajütspassagiere anbetrifft, wird ohne weiteres die Beförderung zu einem anderen als unserem regulären Preis jedoch nicht stattfinden können,
10997 indem mit Rücksicht auf die bestehenden Kajütsverträge die Zustimmung aller Parteien dazu unbedingt erforderlich wäre.

"Die 3 Cl. Passagiere könnten wir allerdings zu ermässigter Rate übernehmen, weil wir sie aber ev. voll zu compensieren hätten, was selbstredend einen Verlust für uns bedeuten würde, gilt es zuvor festzustellen, ob die Parteien bereit sind sich an diesem Verlust zu beteiligen. Die Angelegenheit steht auf der Tagesordnung einer ursprunglich auf den 29. ds. anberaumten, jetzt aber um einige Tage verschobene Sitzung in Berlin, sodass demnächst die Entscheidung
10998 darüber fallen wird. Wegen der Kajutsprepaids werden wir zugleicherzeit eine Entscheidung herbeizuführen suchen. Solange dieselben noch ausstehen, möchten wir vorschlagen, dass Sie fur Ihre in der Zwischenzeit mit unserer Linie beförderten Prepaids den vollen Fahrpreis an uns entrichten, Auf Grund des Beschlusses der Parteien würde dann ev. später eine Vergütung an Sie stattfinden können.

"Indem wir Sie hiemit einverstanden erachten, zeichnen wir etc.—"

Respectfully,

Petitioner's Exhibit 1121. 10999

G. No. 265.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 30th, 1908.

To the Parties:

Tabling Agreements 11000

I received today the following letter from Dr. Wiegand:

> "At one of the last meetings the British Lines expressed the desire to receive, for their information, copies of our agreements with the Cie. Gle. Transatlantique and the Austro-Americana relating to steerage business. As Chairman of the said meeting I have since been in communication with the above Companies in order to ascertain whether there would be any objection on their part to our tabling these contracts with our British friends, 11001
> and I now regret to inform you that both Lines seem at present little disposed to give their consent. If the British Lines attach much importance to this matter I am, of course, quite willing to again take up this question with the Cie. Gle. Transatlantique and the Austro-Americana as soon as an opportunity offers. In this case, however, I think it would greatly facilitate the negotiations if I could assure our friends that the British Lines have offered, in return, to table with us the Contracts they have with the Scandinavian American Line as well

11002 *Petitioner's Exhibit 1122*

as any other contracts they may have, relating to steerage business. Will you, therefore, in communicating the above to the British Lines, make sure whether they would be willing to reciprocate by submitting to the Continental Lines copies of their Contracts."

Will the British Lines oblige me by their reply to the above?

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
11003 Recd 2—Oct. 1908 Ansd.

Petitioner's Exhibit 1122.

G. No. 266.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 30th, 1908.

To the Parties:

Hellenic Line

11004

Hapag received the following cable from New York:

> "Hellenic Line advertises steamer Moraitis, hence October tenth Naples rate twenty-five dollars, commission five dollars, besides extra commission one to two dollars."

Austro Americana sent me some time ago extract from a letter from their Patras agents of Septr. 10th:

> "In reply we have to inform you that as the SS. Moraitis belonged to the Hellenic Trans-

11005

atlantic Steamship Co. Limited, the arrest which was placed on all the other steamers belonging to Mr. Moraitis, was not allowed to be extended to her, and a committee of the principal shareholders undertook the management of the steamer. She has been advertised to sail with the repeated postponements for the last 6/7 days, the position now being that she is advertised to sail from here tomorrow."

The last trip of the "Moraitis" was from New York August 5th with 435 Italian and 371 Greek steeragers.

Respectfully,

11006

Petitioner's Exhibit 1123.

G. No. 267.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1908.

To the Parties:

Compensation for fighting rates. (G. No. 249.)

11007

I received the annexed bills for passengers forwarded at fighting rates from:

1) White Star Line for SS. Baltic, 16. April
13 adults ex SS. Pretoria 14/4
(cfr. G. 195) at $7.— $ 91.—

2) Anchor Line for SS. California, 15. August
163 adults, 5 Chldr. 1 inf. ex SS.
Finland 15/8 (cfr. G. 234)
at $5.— $ 827.50

11008 *Petitioner's Exhibit 1123*

3) Holland-Amerika Linie for SS. Nieuw Amsterdam 18. Aug.

9 adults, 1 ch., 1 inf. ex SS. Finland 15/8 at $7.— $ 66.50

Holland-Amerika Linie for SS. Noordam 28. July in competition against SS Jelunga (cfr. G. 220)

412 ad. 72 ch. 36 inf. at $8.— $ 3584.—

1019 " 111 " 69 " at $9.— $ 9670.50

Holland-Amerika Linie for SS. Statendam 1st Septr. in competition against SS. Estonia 2/9

11009 906 ad. 122 ch. 92 inf. at $7.— $ 6769.—

$20090.—

These bills are subject to my verifying them.

The division of the total amount of $21008.50 gives the following results:

		to pay	to receive
Allan Line	4.50%	$ 945.38	—
Anchor Line	3.57%	750.—	$ 827.50
11010 Cunard Line	13.73%	2884.47	—
Hamburg-America Line	11.22%	2357.15	—
Holland-America Line	5.54%	1163.87	20090.—
Norddeutscher Lloyd	17.07%	3586.15	—
Red Star Line	7.77%	1632.36	—
White Star Line	14.07%	2955.90	91.—
American Line	7.92%	1663.87	—
Dominion Line	1.36%	285.72	—

Petitioner's Exhibit 1123

11011

Canpac	4.08%	857.15	—
Transat	9.17%	1926.48	—
	100.00%	$21008.50	$21008.50

The balance is	To pay	To receive
Allan Line	$ 945.38	
Anchor Line		$ 77.50
Cunard Line	2884.47	
Hamburg-America L.	2357.15	
Holland-America L.		18926.13
Norddeutscher Lloyd	3586.15	
Red Star Line	1632.36	
White Star Line	2864.90	
American Line	1663.87	
Dominion Line	285.72	
Canpac	857.15	
Transat	1926.48	
	$19003.63	$19003.63

11012

In accordance herewith I would request the Allan Line to pay to the Anchor Line $77.50 and the rest to the Holland America Line; the other lines will please all remit to the Holland-America Line. *This statement is like the compensation accounts in G. No. 249 subject to the participation of the Austro American Line after their eastbound percentages has been fixed.*

11013

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 5—Oct. 1908 Ansd.

11014 **Petitioner's Exhibit 1124.**

Annex 1 to G. No. 267, 1/10 08.

To compensation due S.S. "Baltic" April 16th from New York for carriage of 13 passengers transferred from the "Pretoria" April 11th east, at fighting rates.

13 adults @ compensation of $7 per adult in accordance with Mr. Ismay's award:

$91.00

For Ismay, Imrie & Co.

17. 9. 1908.

11015

Petitioner's Exhibit 1125.

Annex 2 to G. 267, 1/10 08.

Holland-America Line

Account

regarding 9 adults, 1 child and 1 infant, booked for the third class of SS. "Finland" of the Red Star Line, from New York August 15th 1908 and transferred to the Holland-America Line SS. "Nieuw Amsterdam" from New York August 18th 1908.

11016

Regular third class rate	$32.— per adult
The Red Star Line settled with us for the above named passengers at the rate of	$23.— " "
Maximum agreed upon by the Atlantic Conference Lines for compensation to the Line whose steamer is selected as opposition steamer per adult	$30.—
Warrate collected from 9 adults, 1 child " "	23.—
Difference per adult	$ 7.—
i. e. for 9 adults, 1 child 9½ x $7.—	$66.50

Petitioner's Exhibit 1126.

11017

Annex 3 to G. No. 267, 1/10 08

Account

regarding 1442 adults, 186 children and 105 infants booked for the Holland-America Line SS. "Noordam" from New York July 28th 1908, selected by the Committee as opposition steamer against SS. "Jelunga" of the New York & Continental Line, from New York July 28th 1908.

Total number of third class passengers on board SS. "Noordam" 1442 adults, 186 children 105 inf. of which 11 adults, 3 children were booked at the regular third class rate in effect for SS. "Noordam." 11018

From the remaining 1431 adults, 183 children, 105 inf. were booked at the warrates fixed for the above sailing at $22.— 412 adults 72 children 36 inf.
at $21.— 1019 " 111 " 69 "

Maximum agreed upon by the Atlantic Conference Lines for compensation to the Line whose steamer is selected as opposition steamer against the New York & Continental Line

per adult	$30.—	per adult	$30.—
Warrate collected from 412 ad. 72 childr. 36 inf.	$22.—	Warrate collected from 1019 ad. 111 childr. 69 inf.	$21.—
Difference per adult	$ 8.—	Difference per adult	$9.—

11019

i. e. for 412 ad. 72 childr. (448 x $8.—) $3584.—
1019 " 111 " (1074½ x $9.—) "9670.50

$13254.50

11020 **Petitioner's Exhibit 1127.**

Annex 4 to G. No. 267, 1/10/08.

Account

regarding 948 adults, 132 children, 93 infants booked for the Holland-America Line SS. "Statendam," from New York September 1st 1908, selected by the Committee as opposition steamer against SS. "Estonia" of the Russian East Asiatic Steamship Coy. from New York September 2nd 1908.

11021 Total number of third class passengers on board SS. "Statendam" 948 adults, 132 children, 93 inf., of which 42 adults, 10 children, 1 inf., were booked at the regular third class rate in effect for SS. "Statendam."

The remaining 906 adults, 122 children, 92 inf., were booked at the warrate fixed for the above sailing at $23.—

Maximum agreed upon by the Atlantic Conference Lines for compensation to the Line whose steamer is selected as opposition steamer against the Russian Lines, per adult $30.—. Warrate collected from the above 906 adults, 122 children, 92 infants, $23.— Difference per adult $7.—

11022 *i. e.* for 906 adults, 122 children (967 x $7.—) = $6769.—

Defendants' Exhibit 59.

11023

G. No. 268.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1908.

To the Parties:

Hellenic Line. (G. No. 268.)

Austro send me the following letter of 25th instant from their Patras Agent:

11024

"We enclose a further paragraph published in the Finanical Chronicle of Athens, on the 19th inst., *re* The Hellenic Transoceanic Co., demonstrating the spirit in which the late transactions are considered.

"Since this publication a meeting of shareholders has been held in which it was decided to transfer the seat of the company from Andros to Athens.

"Some resolutions were passed suspending several members of previous Directorate, amongst others the defaulting Managing Director, and a new Directorate appointed:

11025

John Eutaxia, Vice-Governor National Bank.
Theod. Retsina, Merchant.
P. Zaimi.
Zaf. Matsa, Managing Director Athens Bank.
Nic. Pappou, Merchant.
Othon Stathato, Shipowner.
Othon Tetenes, Rentier.

"It was reported that the New Directorate would propose raising funds to the extent of Drs. 5,000,000.— to be in a position to pay for steamer now building, but it was not stated by loan or by issue of New shares.

11026 *Defendants' Exhibit 59*

"From other sources we hear that the holders of the shares fraudulently issued, propose taking energetic measures to recover the moneys by them invested or represented by the bogus excess shares. Of these deluded investors we hear of one in Zante who has invested £5000.— another at Corfu £15,000.— and there are a good many in very much the same position."

The article mentioned above in the beginning reads:

"Efforts deserving of all sympathy and encouragement, are being made by the victimized
11027 shareholders for the reconstruction of the Company, since Mr. D. G. Moraiti has been declared a bankrupt, the qualifying degree being in the competence of the court of Justice, Mr. D. G. Moraiti being absent from his place of business, and since the astounding disclosures of the abuses committed by him, as managing Director of the 'Transoceanic Hellenic s/s Co.,' with the connivance if not the complicity of his co-directors in the management of the Co.

"Mr. John Eutaxia, with others equally interested, is working sincerely for saving 'Trans-
11028 oceanic' from the annihilation that threatens its existance, the part taken by the Vice-Governor of the National Bank in the saving of the wreck, affords the safest guarantee that the efforts being made will be crowned with success, and that from the disastrous wreck will be saved all that is possible to be saved, and the Company newly organized on entirely new basis, and with a new personnel, will as another 'Phoenix' emerge from the ashes of the Transoceanic & flourish a new Company, having nothing in common with the old Company, and forgetting the guilty episode.

Defendants' Exhibit 59

"For the success of this desideratum and that the work of the new Company prosper and regain the lost confidence and reputation, it will be necessary to remove all who were in any way connected with the sinister past. The meeting which comes together in the next few days should thank the Directors for their valuable services to the Co., and request them to repose or transfer their acumen and sagacity to the promotion of other interests.

"There are some exceptions in the circle of the Transoceanic, individuals who enjoy the general esteem for their well known rectitude and acknowledged capacity. Amongst these could be selected those who would conscientiously take part as directors. But the late agents, Captains, the pursers, Stewards, Caterers, must all be replaced, as being tainted with the foul atmosphere of the previous regime, which as a decaying body exhales dangerous effluvia, and from a long distance. The clearing out must be complete, and the disinfection thorough.

"By Royal warrant published in the 'Gazette' the first steamer of the 'Transoceanic' the 'Moraiti' has been renamed 'Themistocles.' "

Respectfully,

11032 **Petitioner's Exhibit 1304.**

G. No. 269.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 2nd, 1908.

To the Parties:

11033 *Agreement with Russian Eastasiatic SS. Co.*

With reference to G. No. 257 the Red Star Line write:

> "As to the point raised by you whether the Russian Eastasiatic Co. is to be considered as a party to the Pool, our opinion is for the affirmative and I believe this is expressed in clause 9 of the Agreement. Of course an agreement is needed for the admittance of the Russian Eastasiatic Co. because it is too late for them to sign the agreement A. A. From this it would follow that it is not necessary to
> 11084 keep separate accounts with the Eastasiatic Co. but that they can be included in the statements of the A. C. Lines."

As to the keeping of separate accounts with the Russian Eastasiatic Co. I think it can hardly be dispensed with for the current year, on account of the different periods for which they are running.

Whether the Russasiatic is a party to Agreement A. A. direct or indirect (by separate agreement) is, it seems to me, more a matter of convenience and I incline more for the latter for same reasons.

Petitioner's Exhibit 1304

11035

First I am afraid of the increased difficulty of bringing meetings together and of agreeing on alterations & additions to the AA. agreement, which may be desirable or necessary (Art. 22).

Further, Art. 5 is not applicable to the Russasiatic. They have to make not less than 18 sailings, no difference in what intervals.

Bye-law 10 and clause 4 of the Memo of an Agreement with the Russasiatic may collide.

Generally, if no special advantage is in admitting the Russasiatic as a direct member to the Pool I would consider it preferable to have a separate agreement with them in view of the necessity of the several special clauses for the Russasiatic.

11036

It is from this point of view, that I have drafted the enclosed Agreement, and at the impending meeting the Lines may decide. If their views are different I do not see, what much has to be added to the memo of the Agreement.

Respectfully,

(Stamped): North Atlantic. Received 5/10 1908. Ackn'ld 1908. Answered 1908. Passenger Conference.

11037

11038 **Petitioner's Exhibit 1128.**

G. No. 270.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1908.

To the Parties:

Jewish Emigration Associations.

11039

Lloyd writes:

"As the Lines know, there exist several associations and institutions, mostly Jewish, who under religious and philanthropic pretexts endeavor to obtain a certain control over the Russian and especially Jewish emigration. These associations, besides their philanthropic feelings, use to have a very keen eye for business. Their policy is to ply out one Line against the other in order to obtain the most favorable conditions and, once in possession of the necessary influence, they will be able to dictate to the Lines the rates they are willing to pay. This would bring the Companies in a position equally disadvantagous and humiliating, and in order to avert the danger we would recommend that a resolution be added to the Atlantic Conference Bye-laws, reading about as follows:

11040

'The Lines bind themselves not to support any persons or associations endeavoring to monopolize the Russian Emigration business

Petitioner's Exhibit 1131 11041

or to obtain a certain control over it, by extending to such persons or associations any financial assistance in the shape of commission, contributions or otherwise, and to have no business intercourse with such persons or associations, directly or indirectly.' "

I have put this point on the agenda of the forthcoming meeting.

Respectfully,

11042

Petitioner's Exhibit 1131.

G. No. 271.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1908.

To the Parties:

Westbound Statistic Form 25, No. 27. 11043

The Parties will please note that when correcting the press it has been overlooked that the name of the Cunard steamer, 22nd September from Liverpool is not "Irene" as printed, but "Ivernia."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 7 Oct. 1908. Ansd.

3681

11044 **Petitioner's Exhibit 1129.**

G. No. 272.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1908.

To the Parties:

Russian Emigrants.

11045

Lloyd write:

"Das Kgl. Sächsische Ministerium des Innern schreibt uns unterm 30.v.Mts., dass wegen Choleragefahr der Eintritt von Auswanderern aus Russland an der sächsisch-österreichischen Grenze nur noch über Bodenbach, Tetschen und Eger gestattet wird. Alle übrigen von Oesterreich nach Sachsen einführenden Eisenbahnlinien seien für *diesen* Auswandererverk gänzlich gesperrt.

Wir ersuchen Sie höfl., die Linien der Atlantic Conference in Kenntnis zu setzen und
11046 dabei die Bitte zu äussern, dass über die Registrirstation Leipzig reisende russische Auswanderer künftighin nur noch über Bodenbach, Tetschen und Eger dirigirt werden."

Will the Lines please cause the needful.

Respectfully,

Petitioner's Exhibit 1130.

11047

G. No. 272.

Russian Emigrants.

Lloyd write:

> "The Royal Saxon Minister of the Interior writes us under date of 30th ultimo, that, owing to the danger of cholera, emigrants from Russia are allowed to pass the Saxon-Austrian frontier only at Bodenbach, Tetschen and Eger. All other railway Lines from Austria into Saxony are closed for *this* particular traffic.
>
> 11048
>
> Kindly advise the Lines of the Atlantic Conference accordingly, and ask them to give instructions to the effect that Russian emigrants travelling via the Register Station Leipzig, are in future directed via Bodenbach, Tetschen and Eger."

Will the Lines please cause the needful.

Yours truly,

11049

11050 **Petitioner's Exhibit 1132.**

G. No. 273.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1908.

To the Parties:

American Transportation Co. (G. No. 161).

11051

The Red Star Line send me a letter from their Basle agent and a cut from a Swiss paper from both of which it appears that on Septr. 21st last the American Transportation Co. (S. Imobersteg manager) have altered their statute and on that occasion changed their name to Slavia A. G. (Slavia dionicko drustvo).

Will the Parties please issue the usual circulars of disqualifications with regard to this firm stating both its names at the same time repeating the firms previously disqualified and send me copies of the circulars.

Respectfully,

11052 H. PETERS.

Petitioner's Exhibit 1133. 11053

G. No. 274.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1908.

To the Parties:

Steerages for New York & Continental Line.

11054

The Red Star Line send me a letter from a certain A. Barber c/o Missions to Seamen, dated Rotterdam, October 1st. He informs them, that 40 emigrants for Canada are arrived at Liverpool from Turkey which were intended to sail by the New York & Continental Line. This line no longer being run he inquires if the emigrants could go by one of the Red Star steamers and what would be the rate passage from Liverpool to Antwerp included.

Red Star have replied that they can not take these passengers.

Respectfully,

H. PETERS. 11055

11056 **Petitioner's Exhibit 1134.**

G. No. 275.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 7th, 1908.

To the Parties:

To the Cabin Agreements.

11057 The Parties have been informed of the following telegrams from:

Cunard: 2.10:

> "Our Newyork agents cable as follows: begins Norddeutscher Lloyd and Hapag are offering sub-agents a commission of 7½% on cruises in order to compete Clarks Arabic they consider business outside of agreement X. Say will only pay 5% on port to port passengers ends under circumstances we have no option but to authorize same course being followed."

11058

Lloyd: 4.10:

> "Have very reluctantly followed White Star granting 7½% commission special Mediterranean cruise, are quite willing reduce commission to five per cent if other lines do likewise but must strongly protest against Cunard allowing more than five per cent on regular business. The commission of 7½ per cent being granted only on excursion tickets covering the whole tour it cannot in any way affect regular business."

Petitioner's Exhibit 1134

11059

Hapag: 5.10:

"By our granting seven and half per cent commission on Moltke's orient cruise regular cabin business is not affected in the slightest degree. On fares from New York to Italy or from New York to Alexandria we only allow five per cent. Cunards Caronia trips cannot be considered cruises. We therefore strongly protest against Cunards allowing more than five per cent commission."

11060

It is on this occasion, that Transat write:

"Nous avons bien recu votre dépêche au sujet des commissions allouées sur les passages de cabine.

Il avait été décidé qu'une révision des agents pouvant recevoir plus de 5% serait faite, et la commission, suivant l'article 58 du protocole de la Conference de Paris, n'a pas pu aboutir.

Nous protestons vivement contre l'allocation de 7½% à une quantité énorme d'agents avec lesquels les lignes anglaises, et en particulier la Cunard, sont en relations. Dans la liste qui 11061
a été fournie par cette dernière compagnie figurent des banques ou agences de touristes avec lesquelles les autres compagnies sont aussi en relations et auxquelles, se renfermant dans les termes de l'agreement, elles n'accordent que 5%. Nous vous donnons comme exemple M.M. Lemont & Cie à Rome- avec- lesquels nous faisons des affaires depuis plus de 15 ans et auxquels nous n'avons jamais alloué plus de 5% commission.

11062 *Petitioner's Exhibit 1135*

Si les Parties ne peuvent pas se mettre d'accord, nous réclamons le droit de donned 7½% à tous les agents avec lesquels nous faisons des affaires et qui sont portés sur les listes des lignes anglaises, ainsi qu'à ceux que nous désignerons par la suite."

Perhaps there will be an opportunity at the next meeting for the committee, appointed as per Minute 58, to consider the question of commissions and I shall put it on the Agenda.

Respectfully,

11063 H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 10 Oct. 1908. Ansd.

Petitioner's Exhibit 1135.

G. No. 276.

ATLANTIC CONFERENCE.

Secretary's Office
11064 Telegraph Address:
"Secretair," Jena.

Jena, October 9th, 1908.

To the Parties:

Monthly Statements for September.

I beg to send today the Monthly Statements for the month of September, and in conformity to the Summary have to request the Parties for the following payments being made:

Petitioner's Exhibit 1137 11065

Allan Line to Continental Lines .....£ 907
" " to Donaldson Lines ..... " 96
Anchor Line to Continental Lines ..... " 1079
White Star Line to Continental Lines ..... £ 5427
" " " to American Line ..... " 1421
" " " to Dominion Line ..... " 2208
Cunard Line to Continental Lines ..... " 7008
Can. Pac. Ry. Co. to Continental Lines ..... " 1796

Checks to the Continental Lines the respective Parties will please send to me.

The Parties will please inform me when the payments have been made or received. 11066

Respectfully,

Petitioner's Exhibit 1137.

G. No. 277.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 10th, 1908. 11067

To the Parties:

Atlantic Conference & Russian East-Asiatic S. S. Co.
Payments for September.

According to Monthly Adjustment-Statements Form 35, No. 1, the Atlantic Conference have to receive from the Russian East-Asiatic S. S. Co. the following amounts:

11068 *Petitioner's Exhibit 1138*

N.D.L.V. Lines	£.944
Allan Line	" 70
Anchor Line	" 71
American Line	" 153
Dominion Line	" 43
White Star Line	" 255
Cunard Line	" 275
Can. Pac. Ry. Co.	" 61

I inform the Russian Line to pay the amounts to the different Lines, and request the Parties to inform me when the amounts have been received.

11069 Respectfully,

H. PETERS.

Petitioner's Exhibit 1138.

Memo.

It is observed that the Russian East Asiatic Company have not as yet remitted the compensation payments for the month of September, although these amounts were due on the 27th instant.

11070 29.10.08.

Petitioner's Exhibit 1136.

11071

G. No. 277.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 10th, 1908.

To the Parties:

Atlantic Conference & Russian East-Asiatic S. S. Co.
Payments for September.

11072

According to Monthly Adjustment-Statements Form 35, No. 1, the Atlantic Conference have to receive from the Russian East-Asiatic S. S. Co. the following amounts:

N.D.L.V. Lines	£.944
Allan Line	" 70
Anchor Line	" 71
American Line	" 153
Dominion Line	" 43
White Star Line	" 255
Cunard Line	" 275
Can. Pac. Ry. Co.	" 61

11073

I inform the Russian Line to pay the amounts to the different Lines, and request the Parties to inform me when the amounts have been received.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 13 Oct., 1908. Ansd.

11074 **Petitioner's Exhibit 1139.**

G. No. 278.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, Oct. 10th, 1908.

To the Parties:

Meetings.

11075

The Parties have been informed that the proposed Meeting at Paris on 21st inst. has been agreed to by all the Lines interested. I shall be obliged if the A. C. Lines will inform me of any items, which they want to have added to the Agenda. The meeting is to be held at the Grand Hotel 10 A. M.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 12 Oct. 1908. Ansd. 13/

11076

Petitioner's Exhibit 1140. 11077

G. No. 279.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 12th, 1908.

To the Parties:

Mediterranean Business.

The Parties are informed that the Anchor Line

11078

> "desires Lines take note we claim compensation any loss sustained owing adherence uniform rate eastbound Italy so much longer than ever contemplated originally."

In a subsequent letter to Secretary Smyth they say:

> "When we originally agreed to this uniform rate it was never contemplated that the meeting would be so long delayed, and if blame for these delays can be attributed to anyone, it certainly cannot to us.
>
> "It must be obvious that the fast steamers are deriving the entire benefit from the advance in rate, and the slower steamers experience a 11079
> serious loss which it would be unfair to ask or expect them alone to bear in the general interests."

Today I received the following letter from the Cunard Line:

> "We have received from Secretary Smyth copy of communication from the Anchor Line, dated Glasgow 6th inst. in which they intimate their intention to claim compensation for

11080 *Petitioner's Exhibit 1140*

any loss sustained owing to the maintenance of the uniform rate of $25 from Newyork to Italy over the prolonged period due to the repeated postponement of the proposed meeting of the various Lines. When we agreed to the adoption of the rate in question, we suggested that any agreement come to, should be retrospective and of course we had in mind in making this suggestion the reason which is now advanced by the Anchor Line. We therefore entirely associate ourselves with the position taken up by the Anchor Line."

11081 With reference to the claim of the Anchor Line the only Line having expressed their views so far are Hapag:

"Regret cannot assent Anchors proposal to grant them pool compensation on account their adhering uniform rate. The delay is indeed partly caused by Anchor themselves being the only party declaring it would not attend conference without Fabre."

I have been asked to enter the claim of the Anchor Line on the agenda of the meeting on 21st inst. and further

11082

"The question *re* position of Cunard Line and Austro Americana Line in relation to westbound Italian proposed agreement."

which shall be done.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Oct. 1908. Ansd.

Petitioner's Exhibit 1141.

11083

G. No. 280.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 12th, 1908.

To the Parties:

Mediterrancan Business.

11084

On Saturday 10th inst. I received the following telegrams from:

1) Transat:

> "New York cable en attendant resultats negotiations conference propose augmenter trois dollars prix eastbound Italie pour lignes rapides Transat, American, Cunard, White Star, Lloyd Fabre Veloce. Autres gardent taux 25 dollars cablez si pouvons consentir. Fin. Accepterons proposition si tous navires cotes 185 lires ou plus par commissariat italien augmentent, egalment pour Italiens, Orientaux et Continentaux."

11085

2) Secretary Smyth:

> "Following cable received from New York Lines begins in view no decision negotiations abroad at meeting today Italian Lines, Anchor, Cunard claim free after October 15 demand higher rates fast steamers. Majority meeting favour for sailings balance October fast steamers 28 dollars slow 25 dollars for November, fast steamers 33 dollars others 30 dollars must

11086 *Petitioner's Exhibit 1141*

be some decision tomorrow reply at once. Ends."

3) Secretary Smyth:

"My wire today Italian business Cunard, Anchor have cabled New York begins that do not approve raising rates pending meeting definitely fixed Paris 21st October."

4) Austro:

"Agree for balance October fast steamers 28 including Transat, American slow 25 November 33 and 30 leaving New York agents determinate discrimination steamers."

11087

5) Red Star:

"Telegrams received. Question concerns more Lines interested in Italian business."

6) Crespi:

"Thanks for wire. Sorry refusal English Lines growth (? advance) rates fast steamers. We trust all may be defined Paris."

The question being decided by telegram 3 I did not consider necessary to wire the replies 4 to 6.

11083 Respectfully,

Petitioner's Exhibit 1142. 11089

G. No. 281.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 13th, 1908.

To the Parties:

Russian Lines' Prepaids.

11090

I had informed the Russasiatic that the Holland-America Line had declined to take their Rotterdam prepaids at less than their own regular rate, and that the Pool lines were not disposed to allow a compensation. To this the Russasiatic reply: (Translation.)

> "We are surprised to learn of the attitude occupied by the Pool lines as it was for us a matter going without saying that the Holland-America Line would effect the carrying of our prepaids as well as of those of the Russian Volunteer Fleet at the net rate at which they had been booked, or we could impossibly have agreed to our not calling at Rotterdam on the outward trip and granting the Holland-America Line all the advantages derived from it. 11091
>
> "As to the Volunteer Fleet they have requested us some days ago for a definite reply with regard to their Libau and Rotterdam prepaids and have categorically repeated their threat to put own steamers on the berth for the route. Giving way to pressure on the part of the Government which supports the Volunteer Fleet we have agreed to carry all the prepaids

11092 *Defendants' Exhibit 60*

of the Volunteer Fleet at the net rates at which they are booked. The exact number at present is:

from Libau 437/1, 227/2, 12/0
" Rotterdam 101/1, 41/2, 3/0

"The net rate is about 52 Roubles, resp. 41 Roubles.

"We are now in communication with our Board on this subject and shall revert to it."

Respectfully,

H. PETERS.

11093

Defendants' Exhibit 60.

G. No. 282.

ATLANTIC CONFERENCE.

Secretary's Office
Telagraph Address:
"Secretair," Jena.

Jena, October 14th, 1908.

11094

To the Parties:

S. S. Moraitis. (G. No. 268)

Hapag received a cable that the steamer, "M o r a i t i s" which sailed from New York on 10th instant got 800 passengers.

Respectfully,

Petitioner's Exhibit 1143.

11095

G. No. 283.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretiar," Jena.

Jena, October 16th, 1908.

To the Parties:

Change in rates.

11096

The Russian East Asiatic SS Co inform me that they have to-day advanced their Libau prepaid rate to $40 including lodging at Libau and headtax.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Oct. 1908. Ansd.

Petitioner's Exhibit 1144.

11097

Agenda

of the Meeting in Paris, Grand Hotel

21st October 1908.10 a. m.

(1) Cunard Line's Fiume service westbound & Atlantic Conference. (G. No. 255.)

(2) Russiasiatic, whether member to Atlantic Conference or under separate Agreement. (G. No. 269, 257.)

11098 *Petitioner's Exhibit 1144*

(3) Prepaids of Russian Volunteer Fleet by Russasiatic. (G. No. 258, 252.)

(4) Art. 4 of the Agreement with the Russasiatic. (G. No. 258, 252.)

(5) Situation with reference to Scandinavian American Line.

(6) To consider a report that Scandinavian passengers have been forwarded via Hamburg.

(7) Compensation for passengers forwarded of fighting rates by S. S. Lützow, April 30th.

11099

(8) Headtax quoted separately. (Minute 15 of Paris Meeting.)

(9) Jewish emigration associations. (G. No. 270.)

(10) Under which circumstances are cabin passengers to be pooled? (G. No. 262.)

(11) Agents receiving more than 5% on cabin tickets. (Minute 58, G. No. 275.)

(12) Proposed Agreements on Mediterranean business. (G. No. 260.)

11100 (13) Question *re* position of Cunard & Austro American Lines in relation to westbound Italian proposed Agreement. (G. No. 279.)

(14) Anchor Line's intention of claiming compensation for any loss sustained owing to the maintenance of a uniform rate from New York to Italy in view of the meeting in reference to Italian business being so long delayed. (G. No. 279.)

Jena, 14th October, 1908.

Defendants' Exhibit 61.

11101

G. No. 284.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, den 26 October, 1908.

To the Parties:

At the request of some parties I herewith beg to hand copy of the Minutes of the last meeting in Paris. Printed copies of them as edited in connection with the last London Minutes will follow shortly.

Respectfully, 11102

H. PETERS.

Petitioner's Exhibit 1145.

G. No. 285.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 27th, 1908. 11103

To the Parties:

Enclosed I beg to send copies of the Agreement with the Russian Eastasiatic S. S. Co. embodying the alterations as proposed by the committee. If *no objection received until end of this week* I shall send copies to Russian Eastasiatic S. S. Co. for signature.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 30 Oct., 1908. Ansd.

11104 **Petitioner's Exhibit 1146.**

G. No. 286.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 28th, 1908.

To the Parties:

Guarantee of the Canadian Pacific Railway Co.

The following is a copy of the Guarantee which has been deposited by the C. P. R.

11105 "Know all men by these presents that the Canadian Pacific Railway Company, a body corporate having its chief office in the City of Montreal, Canada, and the Bank of Montreal, having its head office in the City of Montreal, Canada, hereinafter called the 'Obligors' are held and firmly bound unto the Secretary for the time being of the Conference of Representatives of Trans-Atlantic Steamship Lines, parties to a certain agreement entered into between them on the 5th February, 1908, in the penal sum of four thousand four hundred and ninety pounds (£4.490) to be paid to the said

11106 Secretary for the time being for which payment well and truly to be made, the Railway Company and the Bank bind themselves jointly and severally and their respective succesors and assigns firmly by these presents.

"Sealed with the Corporate seals of the Railway Company and the Bank, and dated the Sixth day of October, 1908.

"Whereas the Canadian Pacific Railway Company has undertaken certain obligations and bound itself in certain covenants particularly set forth in the above mentioned agreement dated 5th February, 1908.

Petitioner's Exhibit 1146

11107

"Now therefore the conditions of this obligation is such that if the obligors, their respective successors and assigns, or any of them do and shall from time to time and at all times hereafter during the term of the said agreement make payment to the Secretary for the time being of the said Conference of all sums of money awarded against the Railway Company by the arbitrators in any arbitration under Article 24 of said agreement, then this Obligation shall be void, but otherwise shall be and remain in full force and effect.

11108

"Witness the corporate seal of the Canadian Pacific Railway Company and the Bank of Montreal, and the signatures of their respective officials below named."

THE CANADIAN PACIFIC RAILWAY COMPANY.
Shaughnessy,
President.
W. R. Baker,
Secretary.

For the Bank of Montreal.
Signed ?
President.
(Seal.)

Witness
J. G. Ogden.
(Seal.)

11109

Executed by the Bank of
Montreal in the presence of
James Smith of Montreal,
Transfer Clerk,
Bank of Montreal.

If no information to the contrary received I take it that this form of the guarantee is considered answering its purpose.

Respectfully,

11110 **Petitioner's Exhibit 1305.**

G. No. 287.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 29th, 1908.

To the Parties:

Agreement with Russian Eastasiatic Co.

11111

In the Agreement sent with G. No. 285 there is, I am sorry, an omission on page 2 in Art. 3b.

Will the Parties please destroy page 2 and substitute it by the enclosed sheet.

Respectfully,

H. PETERS.

11112

Petitioner's Exhibit 1306.

11113

Agreement B. B.

Art 3.

The Russian Eastasiatic S. S. Co. shall receive as their share in the total transportation of steeragers (souls) in accordance with Art. 1.

a. Westbound 2.50%

of the carryings of:

The Allan Line S. S. Co. Ltd., Glasgow for its United States Services.

The Anchor Line (Henderson Brothers) Lim., 11114
Liverpool.

The Cunard S. S. Co. Lim. Liverpool, their Adriatic service excepted.

The Hamburg Amerikaniche Packetfahrt A. G., Hamburg.

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam.

Norddeutscher Lloyd, Bremen.

Societe Anonyme de Navigation Belge Americaine (Red Star Line, Antwerp).

White Star Line.

American Line.

Dominion Line and Russian Eastasiatic S. S. Co., 11115
St. Petersburg.

b. Eastbound 3%

of the carryings of

The Allan Line S. S. Co. Lim. Glasgow, United States & Canadian services.

The Anchor Line (Henderson Brothers) Ltd., Liverpool.

The Cunard S. S. Co. Lim., Liverpool for its Liverpool services and for all non-Italian & Oriental passengers by its Triest-Fiume service.

11116 *Petitioner's Exhibit 1306*

The Hamburg Amerikanische Packetfahrt A. G., Hamburg.

The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam.

Norddeutscher Lloyd, Bremen.

Societe Anonyme Belge Americaine (Red Star Line, Antwerp).

White Star Line.

American Line.

Dominion Line.

Canadian Pacific Ry. Co. (Atlantic Steamship Lines) Liverpool services, and Russian Eastasiatic
11117 S. S. Co., St. Petersburg.

Art. 4.

The percentage of the Russian Eastasiatic S. S. Co. is subject to their effecting both east and westbound not less than 18 sailings and not more than 24 sailings in a calendar year. For every sailing less than 18 sailings either east or west the percentage shall be reduced by 1/18th, east or west as the case may be.

11118

Petitioner's Exhibit 1147.

11119

G. No. 288.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena. October 30th, 1908.

To the Parties:

Compensation for fighting rates. (G. No. 267.)

I beg to submit the following accounts for compensation money for passengers carried at fighting rates in accordance with Minute 22.

11120

1) American Line

98 adults by S. S. St. Louis transferred from S. S. Zeeland August 22nd in competition against "Volturno" at $22, regular rate $28, compensation $6 p. adult = $588.—

2) Norddeutscher Lloyd.

S. S. Bremen 18th June 08. 427 adults 26 chld. 15 infants carried in competition against S. S. "Cherson" (G. No. 130) at $22, regular rate $28, compensation $6. p. adult = $2640.— 11121

S. S. Frederich d. Grosse 20th June 08. 837 ad. 78 ch. 58 inf. carried in competition against S. S. "Avoca" (G. No. 130) at $22, regular rate $28, compensation $6 p. adult = $5256.—

S. S. Prinz Fried. Wilhelm, 25th June 08. 1457 ad. 167 ch. 110 inf. carried in competition against S. S. "Russia" (G. No. 130,192) at $22, regular rate $28, compensation $6 p. adult = $9243.—

11122 *Petitioner's Exhibit 1147*

S. S. Barbarossa 27th June 08. 2 adults 1 chld. 1 infant ex Prinz Fr. Wilhelm 25th June at $22, regular rate $28, compensation $6 p. adult = $ 15.—

S. S. Bremen 23rd July 08, 1042 adults, 145 chld. 84 infants carried in competition against S. S. "Estonia" (G. No. 203) at $25, regular rate $28, compensation $3 p. adult = $3343.50

$20497.50

11123

3) Red Star Line.

S. S. Finland August 15, 08, 1012 adults, 196 chldr., 113 inf. carried in competition against S. S. "Korea" (G. No. 234) at $23, regular rate $28, compensation $5 p. adult = $5550.—

S. S. Zeeland August 22nd, 08, 1051 adults, 143 chldr. 91 inf. carried in competition against S. S. "Volturno" (G. No. 242) at $22, regular rate $28, compensation $6, p. adult = $ 6735.—

11124 $12285.—

These amounts are still subject to my verifying the numbers, etc. The total of $33,370.50 is to be divided as follows:

		to pay	to receive
Allan Line	4.50%	$ 1501.67	
Anchor Line	3.57%	" 1191.33	
Cunard Line	13.73%	" 4581.77	
Hamburg Amerika Linie	11.22%	" 3744.17	

Petitioner's Exhibit 1147 11125

Holland Amerika Linie	5.54%	" 1848.73	
Norddeutscher Lloyd	17.07%	" 5696.34	$20497.50
Red Star Line	7.77%	" 2592.89	"12285.—
White Star Line	14.07%	" 4695.23	
American Line	7.92%	" 2642.94	" 588.—
Dominion Line	1.36%	" 453.84	
Canpac	4.08%	" 1361.52	
Transat	9.17%	" 3060.07	
		$33370.50	$33370.50

11126

In accordance herewith I request to make following payments:

I. Allan Line	$ 1501.67	to	Norddeutscher	Lloyd
Anchor Line	" 1191.33	"	"	"
Cunard Line	" 4581.77	"	"	"
Hamburg Amerika L.	" 3744.17	"	"	"
Holland Amerika L.	" 1848.73	"	"	"
White Star Line	" 1933.49	"	"	"
	$14801.16			

11127

II. White Star Line	$ 2761.74	to	Red	Star	Line
Dominion Line	" 453.84	"	"	"	"
Canpac	" 1361.52	"	"	"	"
Transat	" 3060.07	"	"	"	"
American Line	" 2054.94	"	"	"	"
	$ 9692.11				

Austro Americana will take part in these payments after their eastbound percentage has been fixed.

Respectfully,

11128 **Petitioner's Exhibit 1307.**

G. No. 289.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 3rd, 1908.

To the Parties:

Highest normal third class rate. (Article 13.)

11129

On October 26th I received the following letter from Mr. Smyth:

> "I am advised by the White Star Line that circumstances having arisen necessitating the withdrawal of the American Line steamer "Noordland" scheduled to sail from Liverpool October 29th, for Philadelphia, they are arranging to transfer some of the passengers actually booked to the 'Arabic' October 30th to New York."

This caused me to address the following letter to
11130 the White Star Line:

> "Mr. Smyth informs me that on account of the withdrawal of the 'Noordland' October 29th you are arranging to transfer some of her II Class passengers to the 'Arabic' October 30th.
>
> "The 2nd class rate for the 'Noordland' being $8.10 and the steerage rate for the 'Arabic' $7 there is only a difference between the two rates of 30sh and I therefore beg to call your attention to Art. 13 of Agreement A. A. and Clause 2 of Agreement W."

Petitioner's Exhibit 1307 11131

to which the White Star Line replied on 29th October:

> "We are in receipt of your letter of the 26th inst. and note your remarks in connection with the transfer of Second Class passengers from the 'Noordland' Oct. 29th to our S. S. 'Arabic' Oct. 30th. The reference you make to there being a difference of but 30/—between the 'Noordland's' Second class rate of $8.10/— and the third class rate for the 'Arabic' is hardly correct as you will find on reference to Art. 13, Agreement A. A., which you cite, 11132
> that the *normal* Third class rate is to be taken as a basis. In the present instance the normal Third class rate for the 'Arabic' is £6.10/— which is shown on the schedule of Third class rates agreed to in London last February, and it will therefore be seen that the required differential of £2 as between the Second and Third class rates is maintained."

to which I replied:

> "I beg to acknowledge the receipt of your favor of 29th instant and note your remarks. Your application of the term 'normal third class rate' in clause 13 is not, I think, what is 11133
> intended and I shall therefore have to get an authorative interpretation of it by the Lines."

The present case is exceptional. The "Noordland" as I learn having been sold, but similar cases may occur in the regular course. It does not concern me if the cabin agreements are complied with but it is my duty to look at Article 2 of Agreement A. A. being acted upon and it is therefore that I ask the parties for their interpretation of the term *"highest normal third class rate"* in Article 13. It needs so much the

11134 *Petitioner's Exhibit 1307*

more a clear definition as it is to some extent complicated by the circumstances that the head-tax partially is included in the steerage rates, partially is charged extra and that no separate charge is made for cabin passengers.

If no objection I shall put the question on the agenda of the next meeting.

Respectfully,

(Stamped): North Atlantic Received 5/11 1908. Ackn'ld 1908. Answered 1908. Passenger Conference.

11135

11136

NORTH ATLANTIC PASSENGER CONFERENCE.

May 1st, 1907.

THIRD CLASS BUSINESS

MEMORANDUM of British, Scandinavian, and Finnish Third Class rates, Westbound and Eastbound, as per rate arrangement dated January 14th, 1905, Minutes 373, and as per advances in Westbound rates made at meeting held 5th March, 1907.

LINES AND STEAMERS.	WESTBOUND.										EASTBOUND.		
	BRITISH GROSS RATES.				Scand-'avian Gross Rates		Finnish Gross Rates		Messrs. WILSONS' North Sea Fares				
	For United States Business		For Canadian Business										
	Cash	P'paid	Cash	P'paid	Cash.	*Pr paid	Cash	P'paid	From Drontheim, Arendal and Christiansand	From all other P'rts.	British	Scand'avian	Finnish
	£	$	£	$	Kr	$	FM	$	£	£	$	$	$
Allan Line, Liverpool—													
S. S. Victorian, Virginian	6 5 0	31.25	5 15 0	28.75	140	37.50	213	40.50	1 2 3	0 19 6	28.75	32.50	35.50
S. S. Corsican, Tunisian, Ionian, Parisian	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Other Steamers	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	26.50	30.00	33.00
Allan Line and State Line, Glasgow—													
Canadian Service	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
United States Service	5 15 0	28.75	5 5 0	26.25	135	36.00	206	39.00	1 1 9	0 19 0	26.50	30.00	33.00
American Line Southampton—													
S. S. St. Paul, St. Louis, New York, Philadelphia	6 10 0	32.50	6 0 0	30.00	145	38.75	220	41.75	1 2 9	1 0 0	30.00	33.75	36.75
American Line, Liverpool—													
S. S. Friesland, Haverford, Merion, Noordland, Westernland	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Anchor Line—													
S. S. Caledonia, Columbia	6 5 0	31.25	5 15 0	28.75	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
S. S. Astoria, Ethiopia, Furnesia	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Canadian Pacific Railway Co. (Atlantic S. S. Lines)													
S. S. Empress of Britain Empress of Ireland	6 5 0	31.25	5 15 0	28.75	140	37.50	213	40.50	1 2 3	0 19 6	28.75	32.50	35.50
S. S. Lake Manitoba, Lake Erie, Lake Champlain	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Cunard Line—													
S. S. Campania, Lucania, Caronia, Carmania	6 15 0	33.75	6 5 0	31.25	152	40.50	230	43.50	1 4 3	1 1 6	31.25	35.50	38.50
S. S. Ivernia, Saxonia	6 10 0	32.50	6 0 0	30.00	145	38.75	220	41.75	1 2 9	1 0 0	30.00	33.75	36.75
S. S. Umbria, Etruria	6 5 0	31.25	5 15 0	28.75	140	37.50	213	40.50	1 2 3	0 19 6	28.75	32.50	35.50
S. S. Carpathia—When not carrying Cattle	6 5 0	31.25	5 15 0	28.75	140	37.50	213	40.50	1 2 3	0 19 6	28.75	32.50	35.50
When carrying Cattle	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Dominion Line—													
S. S. Canada, Dominion, Kensington, Ottawa, Southwark, Vancouver	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Donaldson Line—													
S. S. Cassandra, Athenia	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	26.50	30.00	33.00
White Star Line—													
S. S. Oceanic, Baltic, Cedric, Celtic, Adriatic	6 15 0	33.75	6 5 0	31.25	152	40.50	230	43.50	1 4 3	1 1 6	31.25	35.50	38.50
S. S. Majestic, Teutonic, Arabic, Canopic, Republic	6 10 0	32.50	6 0 0	30.00	145	38.75	220	41.75	1 2 9	1 0 0	30.00	33.75	36.75
S. S. Cymric When not carrying Cattle	6 5 0	31.25	5 15 0	28.75	140	37.50	213	40.50	1 2 3	0 19 6	28.75	32.50	35.50
When carrying Cattle	6 0 0	30.00	5 10 0	27.50	135	36.00	206	39.00	1 1 9	0 19 0	27.50	31.00	34.00
Scandinavian-American Line—													
S. S. Oscar II, Hellig Olav, United States	....	....	....	....	152	40.50	230	43.50	....	....	....	34.00	37.00
S. S. C. F. Tietgen	....	....	....	....	145	38.75	220	41.75	....	....	....	34.00	37.00
S. S. Hekla	....	....	....	....	140	37.50	213	40.50	....	....	....	....	....

*Prepaid from Stockholm $3.00 higher than above. Cash Rate from Stockholm to be on the basis of above rates from the Agreement Ports plus cost of forwarding to any such parts.

Children 1 year and under 12 years, half fare; Infants under 1 year Cash 20 Krs gross (20/-each net); Infants Prepaid $5.00.

Infants Eastbound; British, free; Scandinavian and Finnish $3.00.

The Finska Co's. North Sea Forwarding Rates are the same on all Finnish business to British Lines, viz., on Westbound business £1 16 0; on Eastbound business £1 13 6 per adult.

Cunard S. Co. Limited 1907

11140 **Defendants' Exhibit 62.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 3rd, 1908.

To Hamburg American Line,
Norddeutscher Lloyd,
Anchor Line,
Austro Americana,
Cunard Line,
Cie. Gle. Transatlantique.

11141

Mediterranean Prepaid Business and Rate of Commission.

The White Star Line write:

"We attach herewith extract from letter dated 10th instant respecting the situation as regards commission on Mediterranean prepaid business.

"We may say that this matter we had intended to bring forward at the next general Conference meeting, but, as the matter stands, it seems desirable to take the views of the Lines before the next meeting takes place—the date of which is under discussion—by which time some arrangements may be in view."

11142

The letter reads:

Extract from letter dated 10th November, 1908, from White Star Line, New York to Ismay, Imrie & Co., Passenger Dept., Liverpool.

"We might say that several agents have written asking what commission we will allow in view of the fact that they are receiving from $3 to $4 more than the regular commission of

Defendants' Exhibit 62

11143

$2. It is needless for us to repeat what we have written before on this matter. As you know we wrote you several times as to the high commissions paid by a large number, if not the majority, of the Mediterranean Lines on prepaids. In replying you advised us that the matter of payment of extra commission would be discussed at the Paris meeting, but we judge from the particulars you have given us that you were unable to bring up this subject. It seems to us therefore that unless this business can be brought under control, as is the eastbound, it will be necessary for us, in order 11144
to secure a share of the prepaid business, to follow the action of our competitors. From reliable information the commissions at present paid on prepaids are as follows:

"Lloyd Sabaudo $6, Lloyd Italiano $6, Hamburg $6, Navigazione $6, La Veloce $6, Lloyd Italia $6, Fabre Line $5.

"It is rumoured the Anchor Line are also paying extra but this they denied, this leaves practically only the Lloyd and Anchor and ourselves that are maintaining $2 commission."

I shall be glad to have the views of the parties on 11145
the subject.

Respectfully,

11146 **Defendants' Exhibit 68.**

G. No. 290.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 5th, 1908.

To the Parties:

In pursuance of G. No. 284 I herewith beg to send
11147 some printed copies of the minutes of the last Paris Meeting.

Respectfully,

11148

Defendants' Exhibit 64.

11149

G. No. 291.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1908

To the Parties:

Monthly Statements for October.

11150

I beg to send today the Monthly Statements for the month of October, and in conformity to the summary have to request the Parties for the following payments being made:

Allan Line to Continental Lines .....£ 3340
Anchor Lines to Continental Lines .....£ 1095
Anchor Line to Donaldson Line .....£ 76
American Line to Continental Lines .....£ 1031
American Line to Dominion Line .....£ 558
White Star Line to Continental Lines .....£ 3017
Canad. Pacific Ry. Co. to Continental Lines ..£ 5640
Canad. Pacific Ry. Co. to Cunard Line .....£ 1664

11151

Amounts to the Continental Lines the respective Parties will please send to me.

The Parties will please inform me when the payments have been made or received.

Respectfully,

(Stamped): North Atlantic Passenger Conference Received 11/11 1908 Ackn'ld ..... 1908 Answered 1908

11152 **Petitioner's Exhibit 1308.**

G. No. 292.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1908.

To the Parties:

Agreement Russian Eastasiatic SS. Co. (G. 287)

11153

Enclosed I beg to hand a proof copy of the Agreement with the Russian Eastasiatic SS. Co., with the alterations as proposed at the last meeting. Any objections to the present tenor I would request to communicate to me at latest till the end of the week, as I intend to send the Agreement to the Russian Eastasiatic SS. Co. on the 16th instant nothing unforseen happening.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 11/11 1908. Acknow'ld. 1908. Ansd. 1908.

11154

Defendants' Exhibit 65.

11155

G. No. 293.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 12th, 1908.

To the Parties:

Supplement to Minute 87 b.

11156

I herewith beg to send printed copy of the reservation of the C. P. R. in respect to Minute 87 b which I would request to attach to the minutes sent before. As according to Article 25 h Minutes must be signed I beg to request Mr. Smyth to circulate one copy amongst his Lines for signature and to return it to me.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 17 Nov 1908 Ansd. .....

11157

11158 **Petitioner's Exhibit 1148.**

G. No. 294.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretiar," Jena.

Jena, November 12th, 1908.

To the Parties:

Communications to the press.

I received today the following letter from the Cunard Line:

11159 "We beg to draw your attention to the fact that reports have recently appeared in the Press drawing attention to the payments which the Cunard Company have been making to the Pool in connection with the Atlantic Conference. We are sure that it will be recognized that it is extremely undesirable that statements of this character, or in any other way connected with the Pool arrangements between the Lines should be made known to the Press. From the fact that the Cunard Company's payment mentioned in the enclosed paragraph is approximately correct, it would seem that the information could only have been made known by someone having access to the Atlantic Conference returns. We do not for one moment suggest that the information has been given by any member of the Atlantic Conference, but think that the publication of the information points to the necessity of the returns, which are absolutely confidential, being regarded as such by all through whose hands they may have to pass."

11160

The report mentioned above has appeared in the Journal of Commerce on November 4th and reads:

Petitioner's Exhibit 1148

11161

THE ATLANTIC PASSENGER POOL.

REPORTED LARGE PAYMENT BY CUNARD COMPANY

Our London correspondent telegraphs:

In the course of an interview with a gentleman holding a big financial position in shipping, I was informed that the Cunard Company, as a result of their agreement with the Atlantic Conference Lines will be called upon to pay £60,000 or £70,000 to the pool out of their profits for the year to make up the percentage of the German Lines. He also is of opin- 11162
ion that before the year is concluded the amount will be up to £80,000. The Cunard have had a good year, whereas, especially in the steerage, the Germans have met up with a slump.

It is of course, only fair to explain that even if this interesting rumor be authentic, it only emphasises the fact that the Cunard Company have had a much better year than the German Lines, the "pool" arrangement meaning that the greater the amount to be paid over by an individual company, the greater the financial success of the Line in question. Having this in view it would seem that each company has an interest in hoping that the sum it must eventually pay into the "pool" shall be as large as possible. 11163

It needs no mention that all reports about Pool and what is in connection therewith may in view of the U. S. laws turn very much to the detriment of all the Parties and is therefore necessary that bye-law 15 should be strictly observed by all concerned in its widest sense.

Respectfully,

11164 **Petitioner's Exhibit 1309.**

G. No. 296.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretiar," Jena.

Jena, November 17th, 1908.

To the Parties:

11165 *First Class Rates Intermediate Season.*

I received the following letter from the White Star Line:

"Will you kindly put on the Agenda for the next Atlantic Conference Meeting '*First Class Rates Intermediate Season.*'

"In connection with this subject we would point out that in the past when the Agreement minimums were lower in the winter than in the summer, it was the practice of the majority of the Lines to advertise the winter schedule during the period the winter minimum was in
11166 force, viz West and East 1st November to 31st March, an intermediate schedule being effective when the higher Summer minimums were charged, westbound from 1st May to approximately 31st July and 15th to 31st October, also Eastbound 1st to 30th April and 15th July to 31st October, the high Summer schedule being in force, Westbound 1st August to 15th October. Eastbound 1st May to 15th July.

"By doing away with the intermediate season in rates and advertising the winter schedule all the year round excepting during the

Petitioner's Exhibit 1309

11167

high rate summer season, the Lines are losing considerable revenue, and we propose the Lines agree to advertise as follows for next year:

"*The Highest Summer Season.*

"Westbound: 1st August to 15th October.

"Eastbound: 1st May to 15th July.

"*The intermediate schedule.*

"Westbound: 1st April to 31st July, and 16th October to 31st October.

"Eastbound: 1st April to 30th April, and 15th July to 31st October.

11168

"*The Winter schedule.*

"Both Westbound and Eastbound for the rest of the year.

"1st November to 31st March.

"It is to be understood that the intermediate schedule be advertised on the basis of half the difference between the Winter and Summer rates."

I have noted the matter for the Agenda.

Respectfully,

(Stamped): North Atlantic Passenger Conference, Received 19/11-1908, Ackn'ld-1908 Answered-1908

11169

11170 **Defendants' Exhibit 66.**

G. No. 297.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1908.

To the Parties:

Change in rates.

The Allan Line advise me under date November 16th, that they are advancing their Eastbound Continental rates by four Dollars.

11171

Respectfully,

Defendants' Exhibit 67.

G. No. 298.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1908.

11172 To the Parties:

Cunard Line Adriatic service eastbound.

The Hamburg American Line advise me of a circular dated New York, November 2nd, 1908, by which the Cunard Line advertise that their steamer Carpathia sailing from New York on December 5th, will not carry steerage passengers beyond Naples and that passengers to and via Fiume and Triest must not be booked for this steamer.

Respectfully,

Petitioner's Exhibit 1149. 11173

G. No. 299.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretiar," Jena.

Jena, November 20th, 1908.

To the Parties:

Arbitration in connection with S. S. Lützow. 11174

Mr. J. Bruce Ismay writes me as follows:

> "I am in receipt of your favor of the 10th instant with the statement of the North German Lloyd, on behalf of themselves and the Hamburg American Line, in connection with their claim for compensation for passengers carried from New York at fighting rates, by the Lützow 30th April and the 'President Grant' 2nd May. Before considering the matter, however, I shall be glad to hear if any of the Lines object to pay the compensation claimed, in which case perhaps the Lines in question will submit a counter statement." 11175

In accordance herewith I would request the Lines who do not recognize the claim of the Nordd. Lloyd to send me their counter statements to the statement of the Nordd. Lloyd, a copy of which is enclosed.

Respectfully,
H. PETERS,
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Nov. 1908. Ansd.

11176 **Petitioner's Exhibit 1150.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretiar," Jena.

Jena, November 20th, 1908.

To Norddeutscher Lloyd, Hamburg-American Line, White Star Line, Anchor Line, Austro Americana, Cie. Gle. Transatlantique.

Mediterranean Business.

11177

Mr. Mearns of the Cunard Line wired me yesterday from Berlin as follows:

> "Our New York agents cable stating begins Hapag advertise President Lincoln November 24th third cabin 32 dollars less 3 dollars, third class 30 dollars less 2 dollars, ends. Is this in accordance with Paris understanding kindly wire reply."

I beg to suggest to the parties to let me have their views on the subject.

Respectfully,

11178

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Nov. 1908. Ansd.

Petitioner's Exhibit 1151.

11179

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretiar," Jena.

Jena, November 19th, 1908

To Norddeutscher Lloyd
Hamburg American Line
Cie. Gle. Transatlantique
Austro Americana
White Star Line
Cunard Line

11180

The Anchor Line wish me to circulate their following letter:

"With reference to the temporary rate Agreement effected at Paris last month for Eastbound Italians which has been since extended until end of December, we regret having to report that our New York Agents have advised as follows:

" 'The present temporary agreement has not been lived up to. We did our best to keep our Competitors up to the letter of the law but the spirit was evaded. The old dodge of stacking up "dummies" at the cheap rates after the advance was announced has been largely resorted to by the Passenger Agents and connived at by the Lines. Practically the "Italia" had to compete with the uniform rate.'

11181

"We need not comment upon this. The remarks of our New York Agents speak for themselves. All we can say is that unless the Lines come quickly to some pooling arrange-

11182 *Petitioner's Exhibit 1151*

ment, it is evident that a continuance of any temporary Agreement (which some Lines seem to have been evading) will be impossible and the business will soon drift into the same chaotic state as it has been for the past six months and more.

"We may mention that our 'Italia' sailed from New York 4th inst, and had only 287 steerage."

Respectfully,

11183 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 Nov. 1908 Ansd.

11184

Defendants' Exhibit 68. 11185

G. No. 300.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 23rd, 1908.

To the Parties:

Separate collection of head-tax.

11186

The Hamburg-American Line write:

"The opinion having been expressed that the Belgian Law placed obstacles in the way of a separate collection of the head-tax, the Norddeutscher Lloyd and the Hamburg-Amerika Linie made representations on the subject to the Belgian Government. There was indeed an old rule in existence which appeared to be opposed to this. Full details of the present case having been put before the Belgian Government, it has been so extremely obliging, as to withdraw the old rule in question and to declare its consent to a collection of the American head-tax, apart from the fare. His Excellency the Belgian Minister for Foreign Affairs Mr. Davignon caused the following letter to be addressed to our General Agents Messrs Eiffe & Co of Antwerp:

11187

" 'In pursuance of my letter of the 13th of October I beg to inform you that I authorize the Hamburg-Amerika Linie, in future, to deliver under their responsibility to emigrants embarking at Belgian ports, special receipts cer-

11188 *Defendants' Exhibit 68*

tifying that the tax, prescribed in the United States under the term "head money," was duly paid. This receipt must be handed to the emigrants together with that which entitles to transportation, food and everything as required by the Law of December 14th 1876 and the decree of December 2nd 1905 regarding the carriage of emigrants.'

"In addition to the advantages pointed out by all the New York representatives, the *separate* collection of the headtax has also the further advantage that the M 16. are levied not only for every adult, but also for every child and every infant. By *including* the head-tax *in the fare*, however, M 8 for every passenger paying half-fare are lost. It is easy to prove by calculation that, even when carryings are small as during the present year, the General Pool would lose for children paying half-fare M 345,216 in a single year; in these circumstances, we would put it to our British friends to consider whether it would be worth while to make in the same way as has been done in Belgium representations to the British Government regarding the separate collection of the head-tax. Perhaps after having obtained knowledge of the position of affairs, the British Government might be disposed to make the same concession as the Belgian Government."

11189

11190

Respectfully,

Defendants' Exhibit 69.

11191

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 23rd, 1908.

Hamburg American Line
Norddeutscher Lloyd
Cie. Gen. Tràns atlantique
Austro Americana
Anchor Line
Cunard Line
White Star Line:

11192

The Anchor Line write:

"* * * We see little use of continuing the temporary Agreement if, as we are informed, it is ignored in spirit as in letter. We may mention, in continuation of what we wrote you on 17th inst. (see my letter 19th) that our New York Agents advise that one of the Italian steamers had sailed with over 1300 passengers, of whom, they were satisfied, 2/3rds were at the old uniform rate of $25.00. It is incredible that such a number had been actually booked by our competitor at the lower rate prior to the advance agreed upon at Paris.

11193

"Unless something is done quickly to bring about a Pooling Agreement in the Mediterranean trade, we foresee an early return to war rates both in the Mediterranean and Eastbound Continental business."

Respectfully,

H. PETERS.
p. Rep.

11194 **Defendants' Exhibit 70.**

G. No. 302.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 27th, 1908.

To the Parties:

Russian East-Asiatic S. S. Co.

11195

On November 21st I received remittance from the Russian East-Asiatic S. S. Co. in settlement of their indebtedness to the A. C. Lines for September. This remittance in my opinion is sufficient proof that the doubts which were expressed if the London Agreement of August 25/26 with them could be considered as holding good, are no longer justified.

At the same time they handed in a statement of differences on prepaids forwarded by themselves and by the Holland America Line, and to be paid to them in accordance with Minute 78. They had deducted the amount from several of the checks, and as, be-
11196 sides, the account was not made up correctly I have returned them the checks. When I receive the corrected account, which of course is subject to my later verifying it as to the net rates at which those prepaids have been booked etc., I shall ask the Parties for remittance of their share in it, as also in the balance in favor of the Russian Eastasiatic Co. for October.

Respectfully,

Defendants' Exhibit 71. 11197

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 28th, 1908.

To
Hamburg American Line
Norddeutscher Lloyd
Anchor Line
White Star Line
Austro Americana 11198
Cunard Line.

In reply to the circular letter of 20th instant the Cie. Gle. Transatlantique write:

"La Compagnie Cunard fait observer que Hapag publie pour son steamer 'Pres. Lincoln' un prix de $32 en 3me avec une commission de $3.

"Cette classe est encore au-dessus du prix minimum qui a été fixé par la Conférence de Paris, a $30 avec une commission de $2. Mais nous sommes étonnés que pour cette classe de passagers la Hamburg-Amerika Linie donne 11199
exactement la même commission que pour un passage de seconde, commission qui a été fixée par l'agreement W, et qu'elle ne fasse qu'une différence de $1 entire les deux classes."

Respectfully,

H. PETERS.

11200 **Defendants' Exhibit 72.**

G. No. 304.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 28th, 1908.

To the Parties:

First class rates proposed intermediate Season.

11201

In reply to G. 301 the Cie. Gle. Transatlantique write as follows:

> "Nous avons bien recu votre lettre No. 301 au sujet de l'adoption de trois saisons pour les premières classes.
>
> "Les conventions sur les premières et les secondes ayant été faites en se basant uniquement sur un tarif minimum, il nous parait difficile en conséquence de fixer ces trois saisons autrement qu'à titre d'indication, car aien ne pourra obliger les compagnies à respecter ces saisons d'une facon rigoureuse quispu'elles ne se sont engagées que pour un tarif minimum.
>
> "Nous ne demandons cependant pas mieux que de nous entendre pour que toutes les compagnies émettent un tarif qui entrerait en vigueur à certaines époques de l'année."

11202

The subject has been put down for discussion on the meeting of the 3rd December.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 30/11 1908 Ackn'ld 1908 Answered 1908.

Petitioner's Exhibit 1310. 11203

G. No. 305.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 28th, 1908.

To the Parties:

Mr. A. Coshilanic-Onishcavich, who was formerly an employee of the Anglo Continentales Reisebureau 11204
at Rotterdam, some time ago opened a tourist office in Rotterdam under the name of "Vaterland." Mr. Onishcavich is said to be a relative to a person connected with the Rafealsverein of Galicia by whom he apparently has been encouraged to establish himself. The tourist office being consequently in close connection with the aspirations of the Rafealsverein of Galicia which are to monopolize the business in Galicia, the Continental Lines propose to disqualify the tourist office Vaterland at Rotterdam as working against the interests of the Lines. I shall be glad to hear that the British Lines fall in with the proposal of the Continental Lines.

Respectfully, 11205

11206 **Defendants' Exhibit 73.**

G. No. 306.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 5th, 1908.

To the Parties:

11207 I herewith beg to send written copies of the Minutes of the Meeting in Cologne on the 3rd instant; printed copies will follow within a few days.

Respectfully,

H. PETERS.

11208

Defendants' Exhibit 74. 11209

G. No. 307.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1908.

To the Parties:

Norwegian America Line.

I received to-day the following scriptures which had been addressed to me at Cologne:

Copy: 11210

5 Duplicates signed

To
The North Atlantic Conference Lines,
c/Secretary Peters Esq.
Jena

Gentlemen:

The Signatories to the Prospectus of "Den norske Amerikalinje" (The Norwegian America Line) herewith respectfully apply through the Working Committee as representing this Line, that our Company, when fully constituted, may be admitted as a member of The North Atlantic Conference Lines, it being our sincere wish to respect and to work in agreement with all established interests. 11211

The name of Signatories to our Prospectus will prove, that the plan of "Den norske Amerikalinje" is the expression of a strong and legitimate wish among Norwegian representative men and Corporations.

The plan of "Den norske Amerikalinje" embraces a fortnightly route Bergen-New York to be increased to weekly sailings, when the growth of traffic should

11212 *Defendants' Exhibit 74*

justify this. It is the opinion of the Working Committee that the route must be Trondhjem-Bergen-New York.

"Den norske Amerikalinje" pretends to deserve the designation of and be established as *The National Line*, that is to say: It will employ in its service steamers of a speed of up to 18 knots, and so constructed as to be capable of utilization as auxiliary cruisers and to receive from the Norwegian State both Mailsubsidies and Admiraltycontributions, all as explained in Prospectus submitted.

11213 In this connection is attached an English translation of letters to the Working Committee for "Den norske Amerikalinje" from the Norwegian Postmaster General and from the Admiral in Command with their opinions.

It will be seen, that the Norwegian Authorities view the matter favorably.

Further is added Opinions in English translation, expressed by *all* Norwegian Exchanges and Chambers of Commerce, in which unconditional support is extended to "Den norske Amerikalinje" as a Line of great *National* importance.

Referring to these interests and to the legitimate claims which Norway possesses to participate to a
11214 reasonable extent in the advantages and control of its North-American traffic, we give expression to our hope that the present application must be favorably considered.

We take the liberty of attaching a more detailed communication in respect of "Den norske Amerikalinje" as the *National* Line of Norway, as against the division of "Det Forenede Dampskibsselskab" (The United Steamship Co.) of Copenhagen, which was present at the Paris Conference.

Kristinania, November 25th 1908.

Respectfully

Defendants' Exhibit 74 11215

Gez.

Magnus Andersen E. O. J. Savanöe
Hagb. Waage
S. Stephensen
With power of attorney E. O. J. Svanöe
Trondhjem, November 27th 1908.
Respectfully
Magnus Halvorsen Adolf Oien
R. With
Bergen, November 30th 1908
Respectfully
A. Vilh. Johannessen. Adolph Halvorsen 11216

Kristianiá, November 25th, 1908.

5 Duplicates signed

To
The North Atlantic Conference Lines.
c/o Secretary Peters Esq.
Jena.

Gentlemen:

In connection with the respectful application of even date the Working Committee of "Den norske Amerikalinje" (The Norwegian America Line) beg to submit the following further communication respecting "Den norske Amerikalinje" as the Norwegian *National* Line as against the division of "Det Forenede Dampskibsselskab" (The United Steamship Co.) of Copenhagen, present at the Paris Conference. 11217

It will be borne in mind, that negotiations with a view to cooperation with Conference Lines in the American trade were opened in September 1908 with Mr. H. Allan and Lord Pirrie, to both of whom were submitted the Norwegian Prospectus Plan of "Den

11218 *Defendants' Exhibit 74*

norske Amerikalinje" together with a printed English translation,—our representative drawing special attention to this Prospectus Plan and its chapter re Mail-subsidies and Admiralty contributions, which characterized our line as a *National* Line.

Before these negotiations by our representative were commenced, the Conference in London had already refused the above mentioned division of "Det Forende Dampskibsselskab" to be admitted into the "pool."

The Paris Conference followed shortly afterwards, end of October, but as generally understood this Con-
11219 ference only had for its aim the discussion and settlement of various questions relating to *Mediterranean* Lines.

The division of Det Forenede Dampskibsselskab referred to having been refused admittance just previously at the London Conference, it appeared still more unlikely, that the question should be treated at the Paris Conference.

For these reasons "Den norske Amerikalinje" remained directly unrepresented at the Paris Conference.

In this connection attention is specially drawn to the fact, that the Line, which was preliminarily or conditionally admitted at the Paris Conference, was
11220 admitted expressly as a *National* Line, as far as the circumstances are known, that is: as a line similar to the one described in the plan of "Den norske Amerikalinje," whilst the division mentioned of Det Forenede Dampskibsselskab is a pure *commerical* line.

Neither is it well conceivable that the *same* North Atlantic Line, whose application for admittance was refused,—that this very same line should be admitted into the alliance of the Conference Lines at the Paris Conference held immediately afterward.

The above-mentioned division of Det Forende Dampskibsselskab lacks utterly the qualifications

Defendants' Exhibit 74

11221

necessary to become a National Line, or a line qualified to receive mailsubventions and Admiralty contributions from the Norwegian State, as those for this Line intended steamers, for instance S/S "Hellig Olav," now belonging to Det Forenede Dampskibsselskab, will be incapable for maintaining any mail route. Further must every idea of Admiralty-contributions be abandoned in connection with these vessels, as it is well known, that it is the *high speed* which tells in this connection.

Mailsubventions or Admiralty-contribution is therefore entirely out of the question for this Line, which therefore neither is nor can be a *National* Line, but remains to be the very Line, whose admittance was refused at the London Conference medio October.

11222

The Working Committee of "Den norske Amerikalinje" must under these circumstances on behalf of the subscribers to its Prospectus protest against the description of the competing Line as a *National* Line for Norway in any meaning of the word, and this (a National Line) we understand was the condition at the Paris Conference.

Respectfully

signed

Magnus Anderson E. O. J. Svanöe

Hagb. Waage

11223

S. Stephensen

Trondhjem, November 27th 1908.

Respectfully

Adolf Oien Magnus Halvorsen

R. With

Bergen, November 30th 1908

Respectfully

11224 *Defendants' Exhibit 74*

Den norske Amerikalinje

Copy of letter from the Admiral in Command to the Working Committee for the formation of the Share Company "Den norske Amerikalinje."

"Referring to the letter of 9th inst. from the honoured Committee, it is hereby stated, that the Admiral in Command to-day has addressed a letter to the War Department of which copy is attached. From this copy it will presumably
11225 appear, what position the Admiral in Command takes towards the question raised by the Committee at present stage of the matter."

Copy of letter from the Admiral in Command to the War Department, Naval:

"From the Working Committee for the formation of the Share Company "Den norske Amerikalinje" the Admiral in Command has received attached letter of 9th inst. asking if, how far and subject to that conditions the War Department will be able to employ as
11226 auxilary cruisers the ships which it is contemplated to build for the Line.

"The Admiral in Command considers it beyond doubt, that ships of this kind, with suitable guns and mountings will enter as a very useful link in Naval defence. One of the more important tasks of our Marine in case of war is to seek to hold upon the most important lines of Communications by sea & if possible to act in a disturbing manner on those of the enemy.

For the solution of this task our present material is rather unsuitable & unsufficient. For

Defendants' Exhibit 74

11227

the purpose it is preferable to possess vessels of great seaworthiness & high speed, which may be calculated to be maintained also under unfavorable conditions of weather & simultaneously capable of carrying a sufficient armament of artillery. The main claim remains, that such ships shall have sufficient speed to avoid a superior opponent, & sufficient armament to accept battle with an opponent of same or greater speed."

Copy.

11228

of a communicating from the Norwegian Postmaster General to the Working Committee for the formation of the Share Company "Den norske Amerikalinje" dated 29th of October 1908

"Referring to the letter of 9th inst. from the honoured Committee, I beg to state, that I consider it likely, that a new weekly or fortnightly Norwegian Steamship Line, regularly maintained between Norway & The United States of the mails in this manner arrive equally speedily as by other means of carriage & the route otherwise is arranged in a manner suitable for the Post Office. The amount of the remuneration would eventually have to be specially arranged."

11229

Copy

The undersigned Committee of Exchanges and Chambers of Merchants have with interest studied the accompanying proposition with the prospectus for the formation of the Share Company "Den norske Amerikalinje," and we hope, that the above share invitation

11230 *Defendants' Exhibit 74*

will meet with general sympathy not only in Norway, but also among Norwegians in America.

The foundation of such a line will be of great national importance.

May/November 1908:

Bors og Handelskomiteen i Kristiania
J. Andersen Aars. Alf Bjercke. Th. Sjchelderup
Reidar Due

Bors og Handelskomiteen i Drammen.
Bull Kjosterud. And. Brecke. O. Gronneberg.
11231 Samuel Nielsen

Bors-og Handelskomiteen i Skien.
Nils P. Hoyer. P. Landgaff. And. Stavdal
H. Paus Nielsen

Bors-og Handelskomiteen i Kristiansand S.
Joh. Svendsen Gerh. Langfeldt. Oluf S. Olsen.
Ch. S. Johnsen

Bors-og Handelskomiteen i Stavanger
I. S. Isachsen. Chr. Fr. Falch. And Somme

Bors-og Handelskomiteen i Bergen.
J. E. Mowinkel. F. L. Konow. Aksel Irgens.
Kr. Lehmkuhl.
11232

Bors-og Handelskomiteen i Aalesund.
Joach. Ronneberg. B. Berli. K. Ingebreghtsen.
Joach. Andersen.

Bors-og Handelskomiteen i Kristiansund N.
Herlof Herlofsen. Arne Arnesen. N. Volckmar.
Karl Bang.

Bors-og Handelskomiteen i Trondhjem.
A. Jensen. Edv. Wahl. Hans J. Larsen. Adolf Oien.

Defendants' Exhibit 74

11233

The Working Committee

for the formation

of

Den norske Amerikalinje
(The Norwegian American Line)

Magnus Andersen
Chief-Director, Mercantile Marine Department
Adolph Halvorsen
Shipowner and President of The Bergen Association of (Steam) shipowners.

11234

Magnus Halvorsen
Wholesale Merchant M. P. and former Minister of Finance

A. Wilh. Johannessen
Acting Manager of Bergens (Ships) Insurance Company

S. Stephesen
Master of the passenger-steamer "Sterling"

E. J. Svanöe
Chief-Consulting Engineer in The Department of Public Works (Railroads.)

11235

H. Waage
Shipowner and President of the Kristinania Association of Steamshipowners.

R. With
Acting Manager of Vesteraalens Steamshipcompany

Adolf Oyen
Wholesale Merchant Importer and Exporter.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 11 Dec. 1908. Ansd.

11236 **Petitioner's Exhibit 1152.**

G. No. 308.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1908.

To the Parties:

Cabin passengers and steerage Pool.

11237

I received the following telegram from Mr. Smyth:

"Understood second paragraph clause eleven should be included Cologne Minutes."

which no doubt refers to Minute 3 and clause 11b of Agreement V and clause 7b of Agreement W. too. As I am unaware if Minute 3 is understood that way I can not include it. If not objected to, the question can be deferred for the next meeting.

Respectfully,

H. PETERS.

11238

Petitioner's Exhibit 1153. 11239

G. No. 309.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 11th, 1908.

To the Parties:

Monthly Statements for November.

I beg to send to-day the Monthly Statements for the month of November. In conformity with the Summary I have to request the Parties for the following 11240
payments being made:

Allan Line to Cunard Line	£ 4955.—
American Line to Dominion Line	" 1106.—
Canadian Pacific Railway Co. to Continental Lines	" 6209.—
Canadian Pacific Railway Co. to Anchor Line	" 808.—
Canadian Pacific Railway Co. to Dominion Line	" 137.—
Canadian Pacific Railway Co. to White Star Line	" 364.—
Canadian Pacific Railway Co. to Cunard Line	" 1154.— 11241
Canadian Pacific Railway Co. to Donaldson Line	" 132.—

The Parties will please inform me when the payments have been made or received.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 14 Dec 1908 Ansd.

11242 **Defendants' Exhibit 75.**

G. No. 310.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 12th, 1908.

To the Parties:

Enclosed I beg to send printed copies of the Minutes
11243 of the Meeting, held recently at Cologne.

Respectfully,

11244

Petitioner's Exhibit 1311. 11245

G. No. 311.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraphic Address
"Secretair," Jena.

Jena, December 14th, 1908.

To the Parties:

Arbitration on Pooling of Cabin Passengers

According to Minute 91 of the Cologne Meeting it was agreed by all Lines except the C. P. R. that under Commentary to Art. 2 paragraph b all passengers paying a rate less than the agreement second cabin rate 11246
of the carrying steamer must be accounted for as steeragers. The dissent is to be referred to arbitration.

The arbitration proceedings hitherto have taken place in England; hence if not otherwise agreed upon, the present case would have to be arbitrated in Germany (Art. 24a) As the matter is such a very simple one I think there may for the sake of convenience be no objection on the part of the Continental Lines nor of the British Lines to have it settled in England and I take this unless notified to the contrary.

I beg to ask the C. P. R. to nominate their arbitrator 11247
and will then ask the other Parties if they agree to him as sole arbitrator or if they prefer to appoint an arbitrator of their own. In the mean time the C. P. R. will please also prepare their statement and send it to me and I shall then send copies to the other parties.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 17/12 1908 Ackn'ld 1908 Answered 1908

11248 **Defendants' Exhibit 76.**

G. No. 312.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 15th, 1908.

To the Parties:

Statistics.

11249

From several letters which I have of late received I get the impression, that the Lines would be glad to get the weekly statistics sooner than they do now. But I am sorry I cannot help it. The English mail comes here to hand in the afternoon.

The Statements of the British Lines

Week	Arrived here	Statistics mailed
1- 7 November	12th November	13th November
8-15 "	20th "	21st "
16-23 "	28th " (Saturday)	30th "
24-30 "	5th Decbr. "	7th December
1- 7 December	12th " "	14th "

11250

If one looks at the 3 statistics, considering what work they involve everybody must admit that what is done here is all that can be expected, I dare perhaps say a little more, for it would not be possible unless very late office hours were made.

I think matters could be expedited if each of the British Lines would make out their reports (in accordance with Art. 10) in duplo and send one of them to me direct and the other one to Secretary Smyth, as f. i. the C. P. R. always do. That might make a difference of 3-4 days.

Defendants' Exhibit 76

11251

The Allan Line would like me to telegraph to Secretary Smyth each week the total number of Continental Lines' eastbound & westbound carryings which would enable them to know their position in the Pool from five to six days earlier than at present and would frequently be of value to the British Lines.

I think the proposal of the Allan Line will meet the case to a good extent and as the Continental Lines no doubt are just as desirous to know their position as soon as possible I shall wire to Secretary Smyth the total number of westbound & eastbound carryings by the Continental Lines immediately upon receipt of his respective telegram.

11252

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Dec. 1908. Ansd.

11253

11254 **Petitioner's Exhibit 1312.**

G. No. 313.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 16th, 1908.

To the Parties:

Italian westbound rates.

I received from Dr. Wiegand the following letter, dated:

11255 Cannes Decbr. 13th.

"At a meeting held at Cannes on the 12th inst. the Italian Lines made the proposal, as soon as the Lines receive the confirmation that the new American Law, regulating the steerage capacity of the various steamers, will be put into effect, to approach the Italian Commissioner of Emigration, demanding that the Italian westbound cash rates for all steamers be increased by from 40 to 50 Lire *i. e.* in correspondence with the loss of space they sustain by the application of the new law. The Italian Lines promise to act in the same way, and they

11256 are hopeful that, if all Lines act unanimously, the result will be a favorable one, so that perhaps the rates will be increased by 25 to 30 Lires. All Lines should instruct their representatives at Genoa & Naples to act accordingly."

"Please communicate at once with all the Lines interested."

Respectfully,

Petitioner's Exhibit 1154. 11257

G. No. 314.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 18th, 1908.

To the Parties:

Notice, Agreement on compensation for fighting steamers. 11258

The Allan Line write:

> "Please note that in accordance with Clause G of Minutes and Byelaws No. 22, we hereby give thirty days' notice of our withdrawal from the agreement as to compensation, we to be held as withdrawing from this agreement as soon as the required notice has expired, say on 17th January, 1909."

Minute 22 being part of the Contract (Minute 21) clause 27b applies and the agreement on compensation for fighting steamers comes to an end on the day 11259
when the Allan Line retires from it, unless it should be agreed by the remaining parties to continue it, for which there is at present no cause.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 Dec. 1908 Ansd.

11260 **Petitioner's Exhibit 1313.**

G. No. 315.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 19th, 1908.

To the Parties:

Pooling of Cabin Passengers.

11261

I beg to submit the following letter received today from the Canadian Pacific Railway Co.:

"With reference to Minute No. 91 of the Cologne Meeting December 3rd, in which all Lines except C. P. R. agreed that passengers paying rate less than the agreement second cabin rate of the carrying steamers, must be accounted for as steeragers, also that C. P. R. agreed file memorandum of the number of Railway Employees at special rates, who have travelled first or second class during 1907, Allan and Dominion Lines to file similar statement, when question as regards employees to be further considered.

11262

"With the desire of settling these two points with the Conference without the necessity of arbitration, the Canadian Pacific submit the following proposal to the members of the Conference, viz:

" 'We are agreeable to pool all passengers paying lower than agreed second cabin rates of carrying steamers, provided the Lines will agree that no special rates shall be allowed by

11263

any of the Lines lower than £10 on first cabin and £8 on second cabin, and also that the question concerning Canadian Pacific Railway employees be dropped.'

"Will you kindly circulate this and advise me. Meantime, we are with-holding proceedings waiting your reply."

I shall be glad to receive the replies of the Lines to this proposal.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 21-12 1908 Ackn'ld 1908 Answered 1908.

11264

11265

11266 **Petitioner's Exhibit 1155.**

G. No. 316.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 28th, 1908.

To the Parties:

New Service between Continental and Canadian Ports.

11267

The following letter has been received from the Allan Line:

"We beg to intimate our formal protest against the proposed establishment by Conference Lines of a new service from Hamburg, Rotterdam, and Bremen to Canadian ports. We hold that the establishment of such a new service is contrary to the Conference agreements 'AA' and 'Z,' and we propose at the proper time to claim arbitration on this subject, with special reference to the right of any Lines in Conference to transfer any portion

11268

of their pool percentages, which were granted on their existing services between certain ports, to a newly established service running to different ports."

Respectfully,

H. PETERS.

Petitioner's Exhibit 1156. 11269

G. No. 317.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 30th, 1908.

To the Parties:

Superlatives in advertising.

11270

The Hamburg American Line desire me to promulgate their following letter:

(Translated) "In looking over the printed matters issued by the various Conference Lines we find that several of them do not duly regard Art. 24 of the N. D. L. V. Contract and Art. 16 of the A. A. Agreement, which reads:

"'No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line *unfavorable* to the latter, etc.'

"Notwithstanding, however, the Austro Americana, the White Star Line and the Cunard Line employ superlatives continually. 11271

"But if a Party asserts that it has the *fastest* steamers or the *largest* vessels, *f. i.* Austro Americana says:

"'the Martha Washington, the *fastest* liner regularly employed in the Mediterranean and Adriatic trade.'

11272 *Petitioner's Exhibit 1156*

"The White Star Line:

" 'Cedric, the *largest* vessel in the Mediterranean trade Olympic. Titanic, the *largest* steamer in the world building, Adriatic, the *largest* British twin screw steamer.'

"The Cunard Line:

" 'Lusitania and Mauretania, the *largest, fastest* and magnificient steamships in the world.'

"this implies, that the qualities on which stress is laid are with other parties in a *less* degree.

11273 "Other parties might just as well speak of the finest, best, largest, most comfortable vessels off their ports.

"But would such a proceeding be to any purpose? We hardly believe that a Party by doing so could attract a single passenger more in the course of a whole year.

"We therefore propose that in time table, handbills, etc. of the A. C. Lines and their agents *superlatives* should no longer be employed."

The Hamburg American Line send me a circular to their agents on this point issued in 1905, of which
11274 the enclosure is a translation.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4-Jan. 1909

Petitioner's Exhibit 1157.

11275

Enclosure to G. No. 317.

Hamburg, October 30th, 1905.

To our Agents:

In order to avoid displeasing polemics the steamship Companies since years have established the rule to omit unfavorable comparisons in their publications. It is sufficient if each Company points out the advantages which may make them attractive in the eyes of the public, this however can be done without simultaneously degrading the arrangements of other companies which certainly have preeminences of their own. For this reason all superlatives as "fastest steamer," "biggest, cheapest Line," "greatest comfort," must be avoided; the exaggerated employment of superlatives always shows a bad style. Advantages may just as well and more efficiently and less obtrusively be pointed to without superlatives.

11276

The above rule regarding publications is hereby recalled to the mind of our agents and particularly to those of them, who advertise, issue handbills, circulars and other publications of their own. In case of unfavorable comparisons, superlatives or other publications of an unfriendly character being known or coming to their knowledge we request them to inform us so that we may ask the respective Lines for redress.

11277

Yours truly,

HAMBURG-AMERICA LINE.

Passenger Department.

11278 **Petitioner's Exhibit 1158.**

G. No. 318.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 31st, 1908.

To the Parties:

Austro Americana's participation in compensation for fighting rates.

11279 Austro Americana's share in the eastbound business of the N. D. L. V. Lines and Austro-Americana itself has been fixed at 4%. This percentage in relation to the percentages of the A. C. Lines and of Transat affects the percentages over which so far the compensation moneys have been distributed in the way that the new percentages after including Austro are changed as follows:

Allan Line	4.42%
Anchor Line	3.51%
Cunard Line	13.50%
Hapag	11.03%
Nasm	5.45%
11280 Lloyd	16.77%
Red Star Line	7.64%
White Star Line	13.83%
American Line	7.78%
Dominion Line	1.34%
Canpac	4.01%
Transat	9.02%
Austro	1.70%
	100.00

Petitioner's Exhibit 1158 11281

Austro Americana's share of participation under byelaw 22e hence is 1.70%. In applying the above percentages to the summary of the payments as per circular letters G. No. 117, 249, 267, 288, viz: $101,-108.76 and M 62607.30 it results that Austro Americana owes the following amounts to:

Allan Line	$ 80.88	and	Marks	50.09
Anchor "	$ 60.67	"	"	37.56
Cunard "	$232.55	"	"	143.99
Hapag	$192.11	"	"	118.96
Nasm	$ 90.99	"	"	56.34
Lloyd	$303.32	"	"	187.82 11282
Red Star Line	$131.45	"	"	81.39
White Star "	$242.67	"	"	150.26*
American Line	$141.56	"	"	87.65
Dominion Line	$ 20.21	"	"	12.52
Canpac	$ 70.77	"	"	43.83
Transat	$151.67	"	"	93.91
	$1718.85		Marks	1064.32

I have requested Austro Americana to remit said amounts to the respective parties.

Respectfully,

H. PETERS. 11283

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 2-Jan. 1909. Ansd. .....

* paid January 18th, 1909.

11284 **Petitioner's Exhibit 1159.**

G. No. 319.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 31st, 1908.

To the Parties:

11285 According to Minute 53 the salary of the A. C. Secretary is £2000 to be paid by all the Conference Lines on the basis provided for in Art. 23 of Agreement AA, which says: "* * * the salary of the Secretary shall be paid by the Lines in equal parts." When I computed the salary for the time March 1st to June 30th I had no information yet of Minute 53 and made the computation differently. The Red Star Line justly say that the way I did it was wrong and insist that it should be rectified. So I have to do it.

The salary for the 4 months March 1st to June 30th amounts to £666.13.4 and the Lines participating in it in equal parts are:

	Allan Line	£ 60.12. 1
11286	American Line	" 60.12. 1
	Anchor Line	" 60.12. 1
	Canadian Pacific Ry. Co.	" 60.12. 2
	Cunard Line	" 60.12. 2
	Dominion Line	" 60.12. 1
	White Star Line	" 60.12. 2
	Hamburg American Line	" 60.12. 2
	Holland-America Line	" 60.12. 1
	Norddeutscher Lloyd	" 60.12. 2
	Red Star Line	" 60.12. 1
		£666.13. 4

Petitioner's Exhibit 1160 11287

For July/August the salary amounts to £333.6.8 which have to be raised by the above 11 Lines.

From September 1st to December 31st the Russian East Asiatic S. S. Co. have to contribute too and hence the amount of £666.13.4 has to be raised by 12 Parties. This works out with £85.17.2 for each of the A. C. Lines and £55.11.1 for the Russian East Asiatic S. S. Co.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4-Jan. 1909 Ansd. 7

11288

Petitioner's Exhibit 1160.

G. No. 320.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 31st, 1908. 11289

To the Parties:

Cunard Line's Fiume Service westbound.

Referring to Minute 76 I promulgate the following letter of December 28th received from the

Cunard Line:

> "Referring to your enquiry of the 8th instant, as to whether the Hungarian Government had given its approval to the inclusion

11290 *Petitioner's Exhibit 1160*

of our Fiume Westbound Service in the Atlantic Conference, and our telegram in reply, stating that meetings with the Hungarian Government Representatives and the Continental Lines were held in Berlin, but that arrangements were not completed, and that it was expected that further meetings would shortly be held, we beg to say that we have made two applications to the Hungarian Government for permission to increase the Third Class Rate for our Fiume Westbound Service, but have been advised that such permis-

11291 sion will not be granted until that Government has come to an arrangement with the Continental Lines. Under the circumstances, we regret to have to ask you to intimate to the parties concerned that, owing to our inability to obtain the consent of the Hungarian Government, and consequently, to control carryings in the manner contemplated under agreement A.A., it is impossible for our Fiume Westbound Service to come under this agreement from the 1st November last as contemplated by Minute 76 of Paris Meeting 22nd October last."

11292 Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 2 Jan. 1909. Ansd.

Petitioner's Exhibit 1161.

11293

G. No. 321.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 31st, 1908.

To the Parties:

Compensation for steamers "Lützow" & "President Grant" for carrying passengers at fighting rates. (G. No. 299)

11294

The following is the award of Mr. Ismay in the arbitration of the above question:

> "Having carefully considered the claims put forward by the Norddeutscher Lloyd and Hamburg-American Packet Companies for compensation for passengers carried at fighting rates by the steamers 'Lützow' and 'President Grant' respectively, I find that the Companies named are not entitled to any compensation from the Atlantic Conference Lines."

11295

Respectfully,

H. PETERS.

11296 **Petitioner's Exhibit 1314.**

G. No. 322.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 2nd, 1909.

To the Parties:

interested in Mediterranean Business

11297

On December 28th I sent the following message:

"In order to avoid that further engagements regarding commission on Italian cash business be made beyond January Dr. Wiegand requests decision on fourth point of my telegram thirteenth December in view of large Italian emigration to be expected. Italian Lines and Lloyd are willing. Stop. He further would like to know how far Lines have complied with the proposal made by circular letter G. No. 313 or are willing to do so. Please wire."

11298

to which replies were received from

1) Austro Americana:

"Assuming all lines will increase in correspondence their rates for Greek and Oriental passengers agree fourth point your telegram thirteenth have instructed Italian representatives according G. No. 313."

Petitioner's Exhibit 1314 11299

2) Transatlantique:

"Avons prescrit a nos agents italiens de demander augmentation prix en arison application section 42."

3) White Star Line:

"If all lines agree we concur westbound commission 15 Lire for sailings from Italy on and after February first, have already applied authorities for 50 Lire increase cash rate account new American law."

4) Anchor Line: 11300

"Agree limit brokerage fifteen Lire from first February if all other lines conform our Naples agents advise conjunction other agents have forwarded demand Rome increase cash rate fifty Lire."

5) Hamburg American Line:

"Telegram received. We agree commission on westbound Mediterranean steerage business not to exceed fifteen Lire for all sailings on and after February first, we agree further to approach Italian government regarding advance rates as proposed in circular letter G. No. 313. Wire whether other lines also agreed above two questions." 11301

6) Cunard Line:

"Replying telegram wired you on 22nd instant regarding commission are not taking any action relative G. No. 313."

(Wire of 22nd reads: "Have no objection Italian commission if all other Lines agree.")

11302 *Petitioner's Exhibit 1314*

7) Atlantica:

"Replying your wire twenty-eight regarding decision fourth point your telegram thirteenth: we are favourable to same provided our colleagues are. Stop. Regarding circular letter mentioned in yours we have instructed agents Genoa and Naples accordingly and written you."

(The letter referred to reads: "In reply to your esteemed letter of the 16th inst., we now beg to inform you, that, as suggested in this letter to us, we
11303 have advised our Agents at Genoa & Naples in accordance with your instructions.")

8) Fabre Line:

"Nous recevons votre dépêche d'hier (10 h. 20 du soir), relative à la réduction des commissions sur les Westbound cash, à partir du 1 er Février.

"Nous sommes tout disposés à suivre le Lloyd Allemand et les lignes italiennes, dès qu'elles pratiqueront des réductions. Nous n'avons jamais bien compris d'ailleurs, comment les lignes italiennes ont pu prétendre
11304 qu'elles étaient engagées pour tout le mois de Janvier: la Navigazione à 25 lires, et les autres Compagnies à 35 lires. Les Compagnies ne prennent pas d'engagement de cette nature vis-à-vis de leurs représentants. Ces Compagnies avaient peut-être publié ces commissions; mais rien ne les empêchait de les modifier: si elles ne l'ont pas fait, c'est qu'elles croyaient de leur intérêt de maintenir des commissions élevées. En ce qui nous concerne, nous n'avons aucun engagement, et nous n'en prenons jamais de cette nature; nous serons

Petitioner's Exhibit 1314 11305

donc toujours prêts à suivre les bons exemples qu i nous seront donnés pas les Compagnies Italiennes.

"La seconde partie de votre dépêche nous demandé, si nous nous sommes conformés à la proposition que faisait votre lettre-circulaire G. N. 313 du 16 Décembre: il s'agissait de demander au Gouvernement Italien une augmentation de prix, en vue de la réduction de portée des navires, par application de la nouvelle loi américaine. Nous nous sommes conformés à ce qu'ont fait les Italiens et les autres compagnies étrangères, en demandant 50 lires d'augmentation." 11306

9) The White Star Line further write on the subject:

"* * * It would seem desirable, if the reduction is agreed upon, for the Lines also to agree upon a date upon which the reduction be simultaneously advised to their agents. We consider such an understanding essential."

I beg to mention that the fourth point of my telegram of December 13th was: "Commission on westbound Mediterranean business not to exceed fifteen Lire *for all sailings on and after February first*, which is different from introducing the reduced commission on February first, as it clearly means that for pasengers which *f. i.* are booked today for a sailing on February first a commission of not more than fifteen Lire must be paid. 11307

Since the objection which the Hamburg American Line raised against the reduction of the commission on prepaid steerage tickets has thus been removed I have asked them for confirmation that they will now agree to a commission of $2 for subagents & $3 for General Agents, beginning February 1st and I shall inform the Lines of their reply as soon as received.

11308 *Petitioner's Exhibit 1314*

If the Lines will send me their views on the proposal of the White Star Line I shall submit them.

Respectfully,

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10) Hamburg American Line:

"(Translation) After commission on cash business has been reduced to fifteen Lire commencing first February we no longer object to commission on prepaids being fixed from
11309 same date to two dollars, headagents one dollar extra. Please inform us if all parties agree, so we may instruct New York."

As all Lines except the Hamburg American Line had already before agreed to a reduction of commission on prepaids becoming operative January first it is not to be anticipated that any one should now object. If however, it should be the case will such Line please wire me, not later than 5th instant here.

11310 (Stamped): North Atlantic Passenger Conference. Received 4/1 1908. Ack'ld 1908. Answered 1908.

Petitioner's Exhibit 1162. 11311

G. No. 323.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, Januar 4th, 1909.

To the Parties:

The Norddeutscher Lloyd have sent me for circulation the following letter from their General Agents in New York dated December 11th 1908: 11312

The Lines no doubt will all be convinced that it will be well done if on their part the word "pool" is absolutely avoided in correspondence as well as in negotiations, agreements etc. This might also apply to the negotiations on Mediterranean business and it would certainly be advisable to eliminate the word "pool" and substitute "arrangement" or some other synonimous word.

The report referred to says that the Danish United S. S. Co. of Copenhagen has with the approval of the Transatlantic S.S. Cos entered the "Atlantic Pool" for a Line between Sweden, Norway and the U. S.— 11313
And after having referred to the new Norwegian and Swedish Cos it goes on: "The three companies will belong to the North Atlantic Pool. A uniform passenger and freight rate has been agreed upon."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 6 Jan. 1909. Ansd. 7/1/09.

11314 **Defendants' Exhibit 77.**

G. No. 324.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 4th, 1909.

To the Parties:

11315 In view of the U. S. Immigration Act by which in computing the number of steeragers which may be carried in a vessel two children between one and eight years shall be counted as one passenger. I beg to submit if it would not be practicable that the age of children paying half fare should be reduced to between one and eight years.

Respectfully,

11316

Defendants' Exhibit 78. 11317

G. No. 325.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 11th, 1909.

To the Parties:

Monthly Statements for December 1908. 11318

I beg to send today the Provisional Monthly Statements for the month of December 1908. In conformity with the Summary I have to request the Parties for the following payments being made:

Continental Lines	to	Anchor Line	£ 7.—.—
Allan Line	"	Cunard Line	"3392.—.—
" "	"	Dominion Line	" 492.—.—
White Star Line	"	American Line	"1593.—.—
" "	"	Dominion Line	"2477.—.—
Canadian Pacific Ry. Co.	"	Cunard Line	"2421.—.—
" " "	"	Anchor Line	" 491.—.—
" " "	"	Donaldson Line	" 160.—.— 11319

The parties will please inform me when the payments have been made or received.

I shall send the Anchor Line the amount due by the Continental Lines as soon as received.

Respectfully,

(Stamped): North Atlantic Passenger Conference
Received 13/1 1909. Acknl'd 1909 Ansd. 1909.

11320 **Petitioner's Exhibit 1163.**

G. No. 326.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 11th, 1909.

To the Parties:

Paris February Meeting.

The Allan Line write:

11321 "In reply to yours of 4th inst. we wish to represent strongly that in view of the great inconvenience to those Lines which are not interested in Mediterranean business, which would be involved in attending the proposed meeting in Paris, such meeting should be confined to the Mediterranean business which is its principal object, and without which no meeting at the date named would have been considered necessary. If this view is accepted, it will not be necessary for us to attend the meeting."

11322 In my letter mentioned above I had already pointed out that the question of the Mediterranean Agreement had also a bearing on steerage business generally and that other matters no doubt would turn up making a meeting desirable.

Will the Lines please inform me, if they think the Allan Line's presence at the meeting can be dispensed with in the discussion of the Italian Agreement and that other matters can be deferred.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 Jan. 1909. Ansd.

Defendants' Exhibit 79. 11323

G. No. 327.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 14th, 1909.

To the Parties:

Newyork and Continental Line. 11324

Mr. Ballin has sent me for promulgation copy of two letters which the Hamburg American Line has received, referring to the reorganization of the Newyork & Continental Line. In the mean time the Hamburg Line have received wire news that the charter mentioned in the letter of January 9th has been completed.

Respectfully,

11325

11326 *Defendants' Exhibit 79*

Copy of Letter

1) London 9th January 1909.

"In view of the interesting position which the attempted revival of the New York & Continental Line has occasioned I have of course been trying to ascertain definitely what has been done. Up to yesterday afternoon the "Volturno" was not definitely chartered as Petersen had not succeeded up to then in convincing the Owners that it was safe for them to embark the steamer in the Line again. There was however
11327 to have been a meeting late last night to further consider the matter.

The proposal before the Owners on behalf of Petersen is I understand as follows:

To charter the boat on a net basis for 2 years at £600 per month Charterers paying everything, upkeep, insurance, wages, provisions, as well as all other requirements as per time charter and with option of purchase at any time during the 2 years for £45,000, which I regard as a very high price but the boat cost £85,000 and of course it is merely an *option* to the Time Charterer.

With regard to the prospects of the boat if she
11328 runs I understand that Passenger Agents here have accumulated some 100 passengers and that on the Continent there are also a considerable number to come forward. As regards cargo I suppose there is likely to be little or nothing.

Robertson Shankland and the East Asiatic Co., who I suppose are the real Owners of the "Avoca," are very anxious to get rid of her. Shankland has no love for Petersen and would be glad to sell the boat past him if he could and the Owners of the "Volturno" who of course have still a large unpaid claim cannot be animated by any feelings of grati-

Defendants' Exhibit 79 11329

tude. So far as the "Volturno" is concerned however they are of course endeavoring to collect some of their past loss as well as provide for business for the future.

Since writing above I have had a long conversation with one of the Owners of the "Volturno." I commenced by congratulating him on having been able to recharter his steamer (which is laid up) but he at once told me that I was in error in supposing that the ship was finally fixed: "she is in a good way to be fixed," he added, "but before we send her to sea again we require not only adequate guarantee for the future but a payment to some extent for our past loss" and it is this latter stipulation which is apparently hindering the completion of the negotiations. I asked him who he supposed was the man behind Petersen and he at once replied that so far as he knew it was Mackenzie and that the money was being taken from the Canadian Northern Loan just floated. This latter statement may of course be incorrect. I do not think that the negotiations (which probably involve cables to the other side) will be perfected for a day or two. It is interesting to note however that so far as the Owners of the "Volturno" are concerned, although sceptical a few days back, they are now disposed to believe that Petersen is in a fair way to accomplish his task and get the necessary money, while Petersen is stated to be again booking passengers." 11330 11331

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2)

London, 11th January 1909.

"With further reference to what we wrote on Saturday it would appear that the agents at Rotterdam are

11332 *Defendants' Exhibit 79*

now to be Messrs. Hudig & Veder and it is now suggested that Mr. Mackenzie has been all the while behind Mr. Petersen's operations from August last when you will remember he separated from Robertson Shankland & Co. and left these gentlemen in the cart. It is reported (we give this information with all reserve) that during this period he has drawn for absolutely necessary purposes some £7-8000 of Mr. Mackenzie's money and that the latter has put up a credit for £20,000 in the favor of the new Co. with a London Bank. The new company (which is known as the North West Shipping Co.) has taken over the
11333 'assets' of the American and European Company formed by the London Board for the control of the New York and Continental Line which was registered somewhere in America (we believe New Jersey). They have not taken over the liabilities and have paid for these so-called assets by a certain number of shares in the North West Shipping Co. We are endeavoring to ascertain the name of Petersen's Bankers which however was not divulged at the Board Meeting and until we get this and actually know that the money is there or guaranteed we shall not be disposed altogether to believe the latest statements which are however brought to us individually from three
11334 different quarters in the most positive manner."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 18 Jan. 1909. Ansd.

Defendants' Exhibit 80. 11335

G. No. 328.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 14th, 1909.

To the Parties:

Returned emigrants.

I received the following letter from the Cie. Gle. Transatlantique:

"Nous vous remettons ci-après la copie d'une 11336
lettre que nous recevons de notre agence de New York au sujet de passagers retournés par les autorités américaines.

" 'Nous venons de recevoir du service de l'Immigration duex lettres nous réclamant la remise des documents qui ont accompagné le renvoi de deux passagers retournes par "La-Lorraine" le 17 Septembre et "La Provence" le 29 Octobre de cette année, et qui ne lui ont pas été renvoyés.

" 'En raison des difficultés que vous éprouvez à remplir les formalités exigées par ces règlements et des dépenses qu'elles occasion- 11337
nent, nous avions essayé depuis quelque temps de les éviter, en répondant au Commissaire de l'Immigration qu'à leur arrivée au Havre ces passagers étaient remis aux autorités locales qui en prenaient soin, selon les prescriptions de la loi francaise.

" 'Malheureusement nos explications n'ont pas été acceptées et on nous a fait comprendre que si nous ne nous conformions pas aux dispositions établies, le service de l'Immigration se verrait dans l'obligation d'appliquer rigou-

11338 *Defendants' Exhibit 80*

reusement les exigences reglementaires et de faire accompagner à nos frais chaque passager jusqu'à sa destination finale par un de ses délégués, que nous serions tenus de ramener ensuite ici.

" 'Vous savez, en effet, que c'est à la suite des violantes protestations des lignes transatlantique que les autorités américaines ont consenti à cesser d'exiger, comme la loi les y autorisait, à ce que certains passagers retournés, qu'ils jugent incapables de se conduire eux-mêmes, soient accompagnés par un assistant
11339 chargé d'en prendre soin jusqu'à retour au point d'où ils sont partis.

" 'Il est donc de toute nécessité que cet adoucissement aux rigueurs des règlements nous soit continué, et dans ce but nous vous prions de faire remplir aussi exactment que possible les imprimés qui sont remis aux bords, lorsque ces passagers leur sont confiés, et de nous les retourner aussitôt que possible afin que nous les transmettions au Commissaire de l'Immigration à Ellis Island.' "

"Comme nous l'avons dit dans l'une des con-
férences, nous ne pouvons pas comprendre que
11340 le gouvernement des Etats-Unis qui refuse de recevoir des passagers exige encore certaines formalités. Il nous semble que tout ce qu'un gouvernement peut faire, c'est refuser des passagers et qu'il n'a pas à s'inquiéter de ce qu'ils peuvent devenir.

"Nous vous prions de nous dire si les autres compagnies ont recu comme nous des réclamations de la part du Commissariat et quelle a été leur ligne de conduite."

The matter being one of general interest it might be well to be informed what the experiences of the other Lines are.

Respectfully,

Defendants' Exhibit 81.

11341

G. No. 328.

Jena, January 14th, 1909.

Returned Emigrants.

I received from the French Line the following letter:

"We herewith attach copy of letter from our New-York Office regarding passengers returned by the United States Authorities.

"'We received from the Immigration De- 11342
partment two letters asking us to furnish them with the papers in connection with the return of two passengers by the "LORRAINE" on the 17th September and "PROVENCE" on the 29th October of this year, and which they have not received.

"In view of the difficulties experienced by you to comply with the formalities enacted by these by-laws and the expenses incurred in connection therewith, we had endeavoured for a time to avoid same, in stating to the Commissioner of Immigration that these passengers on their arrival at Havre, were turned 11343
over to the local Authorities who take charge of them in accordance with the French Law.

"'Our statements, however were not accepted and it was intimated to us that, if we did not comply with the rules and regulations in force, the Immigration Department would find themselves placed under the necessity of rigorously applying the law and to arrange that each returned passenger is accompanied at our expenses to his final destination by one of their representatives whom we have to send back at once.

11344 *Defendants' Exhibit 81*

"'You are, no doubt aware that, owing to the strong representations by the transatlantic Lines, the United States Authorities have consented to discontinue to exact, as provided for by the Law that certain passengers returned whom they consider incapable of guiding themselves, are accompanied by assistants who take charge of them till that point from which passengers have started.

"'It is therefore of great importance that this modification of the Law should remain in force, and to this end, we request you to
11345 have the printed matter which is handed to those passengers on board, most carefully made out, and to return same to us as soon as possible to enable us to furnish same to the Commissioner of Immigration at Ellis Island.'

"As mentioned by us at one of the Conferences, we fail to understand why the United States Government who refuse passengers to land, enforce also certain formalities. It appears to us that all that a Government can do, is to refuse passengers, and they do not need to be uneasy about that which may be-
11346 come of them."

"Kindly let us know whether the other Companies have received similar letters from the Commissioner, and how they will deal with the matter."

The matter being one of general interest, it might be well to be informed what the experiences of the other Lines are.

Yours truly,

Defendants' Exhibit 82. 11347

G. No. 329.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 15th, 1909.

To the Parties:

Change in rates. 11348

The Russian East Asiatic S. S. Co. inform me that they advance their westbound Libau rate on the 26th instant as follows:

cash	from	Rbl.	70 to 77
Prepaid	"	$	35 to 38½

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 18 Jan. 1909. Ansd.

11349

11350 **Petitioner's Exhibit 1315.**

G. No. 330.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 16th, 1909.

To the Parties:

Commission on Cruises.

11351

Enclosed I beg to hand copy of Mr. Wildings award. Will the 4 Lines concerned please send me their check for £2.12.6 each their share in the fee of the arbitrator.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 18/1 1909 Acknl'd 1909 Answered 1909.

11352

Petitioner's Exhibit 1316.

11353

Enclosure to G. No. 330, 16/1 1909.

Copy.

Southampton, 14 January, 1909.

Allowance of More than 5% Commission to Agents in America on First-Class Business.

7½% has been allowed to agents other than General Agents in America on the fares of passengers travelling by steamers engaged in so-called cruises to the Mediterranean.

11354

Mediterranean First-Class business is governed by Agreement "X" which provides that the regulations and conditions as per Agreement "V" applying to the North Atlantic trade also apply to the Mediterranean business.

One of these regulations provides for the payment of 5% commission with certain named minimums and that this commission is not to be exceeded except to certain general agents whose names are to be scheduled and the final clause of this regulation provides that under no circumstances is more than 5% to be given to tourist agents.

There is nothing in the Agreement "X" or "V" excluding from the regulations and conditions of these Agreements passengers carried by the steamers of the several Lines, parties to the Agreement, when engaged in cruises, and in the absence of such exclusion by Agreement I consider the regulations and conditions apply to such passengers when the cruises are within the geographical area to which the Agreements apply.

11355

The Norddeutscher Lloyd, Hamburg Packet Co. and Cunard Lines say they were compelled to pay 7½% commission by Mr. Clark who was advertising a cruise by the White Star Liner "Arabic" and

11356 *Petitioner's Exhibit 1316*

had made contracts with agents to allow 7%, from which contracts they tried to get him to withdraw but found he was unable to do so.

Mr. Clark has an absolute charter of the "Arabic," has entire charge of the booking of his passengers and pays the 7% commission himself, no part of it is paid by the White Star Line and under these circumstances the White Star Line claim that the "Arabic" cruise does not come under the conditions of the First-Class Agreement but that bookings by the Lines themselves to the Mediterranean ports, whether for single or round trip tickets, do come under the con-
11357 ditions of the Agreement.

If the White Star Line was entirely unconnected with the "Arabic's" cruise a very difficult question would arise but I am not called upon to decide this very difficult point because, according to Mr. Clark's advertisement, the White Star Line is not unconnected with the "Arabic" Cruise.

In the advertisement of the "Arabic's" cruise, sent me by the Cunard Line:

(1) The "Arabic" is advertised as a White Star Steamer.

(2) Intending passengers are referred for further
11358 particulars to the White Star Line, New York.

(3) It is stated that safety is a paramount consideration with the owners of the White Star Line.

(4) It says neither we nor the owners of the White Star Line approve of over-crowding.

(5) It announces that the tickets for the cruise are good to stay over in Europe and sail later from Liverpool or Queenstown by the White Star steamers "Baltic" "Celtic" "Cedric" also by the White Star service from Naples, Genoa and from Liverpool to Boston.

Petitioner's Exhibit 1316

These tickets on which excessive commission has been allowed thus becoming available on White Star Line regular services. 11359

I assume this close identification with the White Star Line and the material advantages offered to the "Arabic's" passengers in connection with the White Star Line's regular services are advertised by Clark with the consent of the White Star Line and if so they constitute a partnership, no doubt strictly limited, but sufficient to make it obligatory on the White Star Line to see that their partner does not do what they themselves and the Lines with which they are working in agreement, are prohibited from doing. 11360

It follows from the foregoing and my Award is that the Norddeutscher Lloyd, the Hamburg Packet Co., the Cunard Line and the White Star Line are all in default in not fulfilling the obligations imposed upon them by Agreement "X."

HY. WILDING.

My Fee £10:10:0 to be paid in equal proportions by the four defaulting Lines.

11361

11362 **Defendants' Exhibit 83.**

G. No. 331.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 16th, 1909.

To the Parties:

Rating New Steamers.

11363

Enclosed I beg to hand copy of the arbitrator's award in this case. Will the Hamburg American Line and the Norddeutscher Lloyd please send me their check for £5. 5. 0 each.

Respectfully,

H. PETERS.

(Stamped): North Atlantic Passenger Conference. Received 18/1 1909 Ackn'd 1909. Ansd. 1909.

11364

Defendants' Exhibit 83 11365

Enclosure to G. No. 331 16/1 1909.

Copy.

Southampton, 14th January, 1909.

I am asked to settle the First and Second-class rates to be charged by the "George Washington," the "Berlin" the "Cleveland" and "Cincinnati."

The basis to be applied is stated in the last section of Rule 1, Agreement V, 5th February, 1908, and Clause C of Rule 1 of Agreement W of same date, which provide that the rating is to be on a similar basis to that applied in Agreements V and W to then existing steamers. 11366

I have tried but without success to arrive at a common factor on which these rates were based, they appear to have been fixed empirically and not to have any uniform basis.

The only information given for my guidance in fixing rates for the four above named new steamers is their estimated tonnage and speed, but other qualities and circumstances entered into the determination of the rates for existing steamers and should therefore enter into the determination of Rates for the New Steamers.

For example the character and attractiveness of the accommodation and arrangements of the new steamers 11367
whether or not they are comfortable sea boats, whether they fall short of or exceed their estimated speeds, are elements that enter into the appreciation of the steamer by travellers and consequently enter into the consideration of their classification for rate purposes and until these and other things concerning new steamers are ascertained, their definite classification is not possible.

The most equitable arangement appears to be to fix provisional rates to be charged for these steamers during the year 1909, and to decide that the rates to be

11368 *Defendants' Exhibit 83*

charged subsequently be determined by agreement or arbitration in December next and I award that the rates for 1909 be:

To or from Continent.

"George Washington"	£22:10:0	First Class
"Berlin"	£19:10:0	" "
"Cleveland"	£19: 0:0	" "
"Cincinnati"	£19: 0:0	" "
"George Washington"	£12: 0:0	Second Class
"Berlin"	£11:10:0	" "
"Cleveland"	£11 : 0:0	" "
11369 "Cincinnati"	£11: 0:0	" "

To or from England.

"George Washington"	£11: 0:0	Second Class
"Berlin"	£10:10:0	" "
"Cleveland"	£10 :10:0	" "
"Cincinnati"	£10:10:0	" "

I am further asked to fix rates to be charged for the "Berlin" under Agreement X.

Having fixed the rates she is to charge in the North Atlantic trade I am bound by the following clause in Agreement X: "The steamers not mentioned above when entering or engaging in the Mediterranean trade
11370 to be rated the same as in the North Atlantic trade," to decide that her First-class rate under that Agreement be the same, viz: £19:10:0. Agreement X does not apply to Second-class business but provides that Second-class rates are to be arranged by New York Conference, so I fix no Second-class rates for "Berlin" in Mediterranean trade.

HY. WILDING.

My fee £10:10:0 to be paid one-half by the Norddeutscher Lloyd and one-half by the Hamburg-Amerika Linie.

(Stamped): North Atlantic Passenger Conference. Received 18/1 1909.

Defendants' Exhibit 84.

11371

G. No. 332.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 16th, 1909.

To the Parties:

New York & Continental Line. (G. No. 327.)

In pursuance of G. No. 327, I beg to confirm my telegram of last night by which I informed the Lines that according to a Red Star Telegram it was rumored 11372
in Antwerp that S. S. "Jelunga" was to sail on January 30th.

The Holland America Line sent news that likewise in Rotterdam it was reported, that Petersen's New York Continental Line would have the first sailing January 30th, but the reports were not positive yet and further that it was still uncertain if the shipbrokers Hudig & Veder would take the agency.

Further on this point I have received the following letter from Mr. Ballin of January 15th:

> (Translation) "In pursuance of the two letters from a London confidence man which I have already sent you I now send you copy of 11373
> a letter which I received from a Mr. E. J. Heinz. It seems it can hardly be doubted that in spring we shall have to deal again with the competition of the reorganized New York and Continental Line which however trifling it may be will nevertheless impose upon us heavy sacrifices. As no doubt Mr. Petersen will chiefly rely upon Rotterdam I beg to ask the Directors of the Holland America Line that they take it in hand to obtain further information in this matter eventually to enter into connexion with

11374 *Defendants' Exhibit 84.*

this Mr. Heinz and at any rate to do their best possible to avert from the Atlantic Conference this gross injury."

The letter from Mr. Heinz referred to above reads:

Private.

London, 13/1, 1909.

"Dear Sir:

I presume you are aware that the joint managers of the New York and Continental Line
11375 have dissolved partnership and that Mr. Petersen has registered another company, The North West Shipping Co. Ltd., to carry on the business of the New York and Continental Line and is now making arrangements to take over the steamers that were running in this line, in which (steamers) Messrs. Robertson Shankland are still interested. Mr. Petersen is now in close negotiation for the S. S. 'Volturno' 'Avoca' and 'Jelunga' and it is necessary for his starting the Line again, that he should get these steamers. Mr. Petersen made arrangements with the Atlantic Express to book passengers, about three weeks ago and intends
11376 sailing his first steamer S. S. 'Volturno' at the end of the present month. I have been informed privately that the North West Shipping Coy have taken over all the assets and shares of the N. Y. & C. Line and also protected Mr. Mackenzie's interests in same.

"I formerly held the position of passenger-manager and superintended the general arrangements of fitting out the steamers in the N. Y. & C. Line previous to which I held a similar position in the Canadian Lines Ltd.,

Defendants' Exhibit 84. 11377

which was also managed as you are aware by Mr. Petersen. I have however now severed my connection with Mr. Petersen, but can still influence all the passenger agents on which he is depending for supply of passengers for his new Line. I feel sure that Mr. Shankland would lend me every assistance and as you can see I could be of great assistance to you, should you desire to take any steps to cripple this new venture of Mr. Petersen. I can also assure you of the support of Messrs. Shankland should you wish to place any obstacles in the way of Mr. Petersen securing the steamers 11378
mentioned.

"Should you desire any further information I will be pleased to let you have full statement of affairs private or personal interview with yourself or any of your representatives."

Yours faithfully,

Sgd. E. J. HEINZ.

Herrn Ballin,
Hamburg-American Line,
Hamburg.

Respectfully,

H. PETERS.

11379

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 18 Jan. 1909. Ansd.

11380 **Defendants' Exhibit 85.**

G. No. 333.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 19th, 1909.

To the Parties:

Returned Emigrants. (G. No. 328.)

11381

At the request of the Red Star Line the subject has been put on the Agenda of the next meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 21 Jan., 1909. Ansd.

11382

Petitioner's Exhibit 1164. 11383

G. No. 334.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 19th, 1909.

To the Parties:

Compensation for fighting rates. (G. No. 288.) 11384

The N. D. Lloyd submit for distribution amongst the parties bill for 1133 adults, 150 children and 95 infants carried at fighting rates by S. S. Barbarossa August 6th 1908.

The carrying rate has been $23.— against an ordinary rate of $28.— the difference to be compensated is therefore $5.— per adult =$6040.—

The steamer has been appointed in competition against the Russia of which the parties had been advised by circular letters G. No. 220 and G. No. 225. Subject to my verifying the bill as to the number of passengers carried, the distribution of the amount in accordance with the percentages as per G. No. 318 is 11385 as follows:

		To pay-To receive	
Allan Line	4.42%	$266.97	
Anchor Line	3.51%	212.00	
Cunard Line	13.50%	815.40	
Hapag	11.03%	666.21	
Nasm	5.45%	329.18	
Lloyd	16.77%	1012.91	$6040.—
Red Star Line	7.64%	461.46	
White Star Line	13.83%	835.33	

11386 *Petitioner's Exhibit 1164*

American Line	7.78%	469.91	
Dominion Line	1.34%	80.94	
Canpac	4.01%	242.20	
Transat	9.02%	544.81	
Austrq	1.70%	102.68	
	100.00	$6040.00	$6040.—

I would request to pay the above amounts to the Norddeutscher Lloyd. In the event of there being any more claims for compensation outstanding I shall be glad to get them without delay.

11387 Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 Jan. 1909 Ansd.

11388

Defendants' Exhibit 86. 11389

G. No. 335.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 21st, 1909.

To the Parties:

Emigration to U. S. and Canada. 11390

The Red Star Line write (translated):

> "Whilst generally there is to be observed a gratifying increase of emigration to the United States it may interest the Parties that according to reports from agents specially engaged in Canadian business the prospects for emigration to Canada are not encouraging."

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Jan. 1909. Ansd. 11391

11392 **Defendants' Exhibit 87.**

G. No. 336.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 21st, 1909.

To the Parties:

Returned Emigrants. (G. No. 328.)

The Anchor Line write:

11393 "* * * The situation as described in the letter is not a new one. We have had passengers returned as insane, accompanied by attendants, and we were under the expense of forwarding both passengers and attendants to whatever port in Europe the passengers sailed from. This was an enormously expensive operation and to save this, as we understand it, the authorities at Newyork agreed to drop sending attendants, so long as the Ocean Lines agreed to become responsible to land the rejected passengers back in their own countries. Documents were prepared at Newyork handed to Commanders of Steamers. These documents had to be signed by the different officials handling the rejected passengers, and the final paper and to be signed by the authorities of the nation of the port the rejected passenger had *first* sailed from. This was taken as conclusive proof that the emigrant had been returned to his own land and was accepted as sufficient by the U. S. authorities, to whom all the documents had to be returned.

11394

"We are still working this rejected business as described, and we do not see that any action

Defendants' Exhibit 88 11395

that might yet be taken by the Lines in the United States ports would do any good. The opposite might be the result."

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 23 Jan. 1909. Ansd.

Defendants' Exhibit 88.

G. No. 337.

ATLANTIC CONFERENCE. 11396

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 23rd, 1909.

To the Parties:

Returned Emigrant. (G. No. 336.)

The White Star Line write:

"* * * we are interested to read the remarks of the French Line with regard to the requirements of the United States authorities for the return of deported passengers. 11397

"Up to the present we have experienced no difficulty since the inception of the present regulations in arranging for the return of deported passengers to the country of origin and the signing of the various official forms."

The matter is on the Agenda for next meeting and in the meantime I beg to refer to page 2 of Joint proceedings No. 10 of American Atlantic Conferences issued January 11th where also dealt with.

Respectfully,

H. PETERS.

11398 **Defendants' Exhibit 89.**

G. No. 338.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 25th, 1909.

To the Parties:

Newyork & Continental Line. (G. No. 332.)

The Hamburg America Line wish me to promulgate with regard to the Newyork & Continental Line the
11399 following communications:

1) Letter of Mr. Heinz addressed to Director General Mr. Ballin.

Private.

"London E. C.

"Herr Ballin,
"Dear Sir,

"Re. my favor of the 13th inst. I again beg to draw your attention to the fact that Mr. Petersen has signed the charter party for the 'Volturno' and she is leaving London on the
11400 31st inst. for Rotterdam sailing from there on the 6th February. Mr. Petersen left here on the 13th inst. for Copenhagen to arrange for the 'Burma' and another two funnel steamer twin screw and is expected back here tonight. I have seen the charter party of the S. S. 'Volturno' and note that she can be sold at the end of any voyage, so she can be *bought away from him at any time.* I might mention that the Atlantic Express have booked up to Saturday last 200 Emigrants for the 6th February and another Agent here, a friend of

Defendants' Exhibit 80 11401

mine, has now 150 to offer which no doubt Mr. Petersen will close on on his arrival, but my friend is open to wait a day or two to hear from me before signing any agreement—so if you have anything to suggest—and will wire me at once I will hold him over for a while subject to your approval. Mr. Shankland still holds the 'Avoca' and 'Jelunga' which Mr. Petersen is trying to take over and unless some other firm comes forward he will be successful in getting both vessels within the next two weeks as he intends taking over the liabilities 11402
of the steamers. Mr. Peterson has £30.000 cash here in the British Linen Bank for Working Capital. I shall be pleased to give you further particulars if I could see your representative personally here any time. My telegraphic address is Heinz c./o Inciting—London.

"Yours faithfully,
(Signed) "E. J. HEINZ."

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2) Copy of a circular letter of Messrs. Petersen & Co. Ltd. 11403

"The North West Transport Line.
"6, Lloyd's Avenue,
"London, January 18th, 1900.

"Dear Sirs:

"We beg to advise you that we have completed arrangements to commence a regular fast Steamship Service under the above designation to trade between Hamburg, Rotterdam and New York, and vice versa, calling at Halifax (outwards only) to land passengers.

11404 *Defendants' Exhibit 89*

"The steamers of the Line have splendid accommodation for 1st, 2nd and 3rd Class Passengers, and our arrangements will also ensure every facility for rapid and efficient handling of all classes of cargo.

"We purpose despatching the Twin-Screw Steamer 'Volturno' from Rotterdam to New York, via Halifax, on the 6th February, to be followed by regular fortnightly sailings. For Freight, Passenger Rates and other particulars, please apply to the Head Office at the above address.

11405 "We are pleased to inform you that our Line has met with the most gratifying reception from numerous shippers on both sides of the Atlantic. We trust likewise, to be favoured with your support, and remain Dear Sirs.

"Yours faithfully,

For the North West Shipping Co., Limited,

"PETERSEN & CO. LIMITED,

"Managers."

11406 3) Copy of a press notice of the Daily Telegraph.

A Notice of "The Daily Telegraph" reads:

"Petersen & Co. (Ltd.) managers of the North-West Shipping Co. (Ltd.) announce that they have completed arrangements to commence a regular fast steamship service under the title of the North-West Transport Line, to trade between Hamburg, Rotterdam and New York and vice versa, calling at Halifax (outwards only) to land passengers. It is proposed to despatch the twin screw steamer 'Volturno' from Rotterdam to New York, via Hali-

Defendants' Exhibit 89 11407

fax, on February 6th, to be followed by regular fortnightly sailings."

On the same subject the Holland America Line write:

"*G. No. 332.*

"With regard to the reorganised New York & Continental Line which according to rumors will again be started next month, we beg to observe that same will probably rely chiefly on 11408
Hamburg for westbound and eastbound cargoes, same as last year, whereas as far as westbound passengers are concerned they will have no share of the Dutch emigration but they will receive their westbound passengers partly from London and partly through the well-known Swiss agents stationed at Basle, which passengers have to pass through Germany and Belgium before they reach Rotterdam. Once in Rotterdam, these passengers cannot be prevented from embarking on the steamers of the New York & Continental Line, provided the steamers meet the requirements.

"It may be well to recall the results obtained 11409
by the New York & Continental Line last year Westbound:

			Halifax	New York	Total
"Volturno	March	21st	10	9	19
"Avoca	April	4th	10	14	24
"Jelunga	April	18th	19	6	25
"Volturno	May	16th	45	55	100
"Jelunga	May	31st	47	43	90
"Jelunga	July	4th	123	177	300
"Volturno	July	28th	104	66	170

11410 *Defendants' Exhibit 89*

"Eastbound, however, the results have been better for the New York and Continental Line:

"Volturno	from New York	April 12th	472
"Avoca	from New York	May 5th	745
"Jelunga	from New York	May 10th	721
"Volturno	from New York	June 6th	321
"Jelunga	from New York	June 20th	259
"Jelunga	from New York	July 28th	300
"Volturno	from New York	Aug. 22nd	302

"Of course the greater facility of getting into touch with agents in the U. S. as compared
11411 with those in Europe, as well as the heavy eastbound movement of last summer generally must have contributed largely towards these comparatively high figures.

"With regard to the letter written by a certain Mr. E. J. Heinz to Mr. Ballin, it will be of interest to the Lines to know that upon investigation we have learned that this Mr. Heinz is a former steward of Elder Dempster's Beaver Line. Since that Line was taken over by the C. P. R. he has not been in the employ of the latter, but seems to have drifted into the passenger business, and indeed has managed
11412 the New York & Continental Line's passenger business last year. In this capacity, all Mr. Heinz has done and had to do was to give exceedingly low rates and high commissions to the uncontroled and undisciplined passenger agencies which flourish in Switzerland, and the business that has been done came practicably entirely from them, besides a certain number which came from London to Rotterdam. We all know too much of this kind of business to believe that Mr. Heinz should be able to influence these agents at Basle, especially now

Defendants' Exhibit 89 11413

that Mr. Petersen has severed his connections with him. Of course, we do not know for what reason Mr. Peterson has not kept this man Mr. Heinz, but according to information received from people who have come into contact with Mr. Heinz, the same seems to be of the kind with whom it is not advisable to enter into relation. We for our part, feel no inclination to have anything to do with him and we believe it would be advisable to leave his letter unanswered.

"With reference to the New York & Continental Line may add, that Mr. Petersen has great difficulty in finding a shipbroker in Rotterdam willing to take care of his interests. His former agents, Messrs. Otten & Son, have lost considerably in this venture and are still quite an amount of money out of pocket. Messrs Hudig & Veder who this time have been asked to act as agents, have just definitely declined to accept the agency. Under the present circumstances there is no likelihood that Mr. Petersen will find any one of good standing willing to take the agency; of course, this does not mean that he will not eventually find some second class firm." 11414 11415

It will be necessary to discuss the matter on the next meeting, for which it has been reserved.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 27 Jan. 1909. Ansd.

11416 **Petitioner's Exhibit 1165.**

G. No. 339.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 25th, 1909.

To the Parties:

A. C. Meeting.

11417

Enclosed I beg to hand the Agenda of the next meeting which is to take place at Paris Hotel *Meurice* on the 3rd February at 10 a. m.

Respectfully,

11418

Petitioner's Exhibit 1165 11419

ATLANTIC CONFERENCE

Agenda
of the Meeting in Paris, Hotel Meurice, on
3rd February 1909, 10 a. m.

1) Italian Business
2) Mediterranean II. class rates and commission. (White Star Line)
3) Newyork & Continental Line. (G. No. 338, 332, 327.)
4) Agreement with Scandinavian American Line.
5) Limiting age of children rated at half fare to 1-8 years. (G. No. 324) 11420
6) Rate & Headtax for infants.
7) Revision of I. and II. Class Minimal rates.
8) Reduction of commission to 2% on first class business done by Newyork Agents. (Minute 101)
9) Returned emigrants. (G. No. 337, 336, 333, 328.)
10) Charity children for Canada. (White Star Line)
11) Minute 91. Pooling of cabin passengers. (G. No. 315, 311.)
12) Disqualification of the tourist office "Vaterland." (G. No. 305) 11421
13) Controlstations.
14) Alteration of Minute 103 *re* places of meetings.
Head-tax on Greek & Oriental business (via Havre & Cherbourg)
Rating of S. S. Lapland
Greek rate. (Medtn service steamers)

Jena, January 25th, 1909.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 27 Jan. 1909 Ansd.

11422 **Defendants' Exhibit 90.**

G. No. 340.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 25th, 1909.

To the Parties:

Canadian Pacific Employees.

11423

The C. P. R. report 125 returning employees by S. S. "Empress of Britain," December 26th from Halifax which they have not included in their eastbound third class number.

With reference to these passengers the C. P. R. write:

> "These Employees are British mechanics sent out last Summer during the strike in our Canadian workshops, the understanding with them being that if completing three months' work they would be returned to their homes. We therefore consider them exempt from *declaration* to the Conference."

11424

I am of opinion that these passengers don't *strictly* belong to these exempted under Minute 3 & 11. It being however an exceptional case I have put it on the agenda of the meeting on fifth February.

I take this opportunity to refer to Minute 91, Section 1 & 2 and to say that I have nothing heard on the points since the December meeting.

Respectfully,

Petitioner's Exhibit 1167. 11425

G. No. 341.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 26th, 1909.

To the Parties:

Payments to the Russian East Asiatic S. S. Co.

The Parties are informed that the Russian East Asiatic S. S. Co. have now signed the Agreement B. B. which I received yesterday. 11426

According to Form 25. No. 4 I beg to request the Parties for the following payments for the time from September 1st to December 31st being made

N. D. L. V. Lines	£	1888.—.—
Allan Line	"	186.—.—
Anchor Line	"	156.—.—
American Line	"	345.—.—
Dominion Line	"	69.—.—
White Star Line	*"	602.—.—
Cunard Line	"	603.—.—
Can. Pac. Ry. Co.	"	167.—.—
		£4016

11427

The Lines will please send their remittance to me, as the Russian Line has requested me to send the amounts to a bank in Copenhagen.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Jan. 1909 Ansd.

*Cheque sent 9/2/09 MW

11428 **Petitioner's Exhibit 1166.**

DUPLICATE.
For .....

From ISMAY, IMRIE & CO., Liverpool.

Passenger
9th. February, 9

H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

11429 Dear Sir,

Enclosed we beg to hand you our cheque value £602.00 (Six hundred and two pounds) being our proportion of compensation due to the Russian East Asiatic Co. as per your circular letter G. 341 of the 26th ulto.

Yours faithfully,

11430

Defendants' Exhibit 91. 11431

G. No. 342.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 27th, 1909.

To the Parties:

Returned Emigrants. (G. No. 328, 333, 336, 337.) 11432

The American Line write:

> "We refer to your circular letter G. No. 328 of January 14th respecting returned emigrants, and note communication from the Compagnie Generale Transatlantique.
>
> "When we have had the correct addresses given us of such returned emigrants we have had no difficulty in their actual forwarding to their homes, although we have been put in some cases to very considerable expense.
>
> "We do not see any reason for such passengers being accompanied by attendants, as our 11433
> experience when there have been attendants is that they have only involved additional cost to us and has not relieved us of much of the trouble connected with the forwarding, and we therefore should prefer the present system to continue rather than have attendants sent in charge of the returned passengers."

Respectfully,

11434 **Petitioner's Exhibit 1169.**

Atlantic Conference

Agenda

of the Meeting in Paris, Hotel Meurice, on 3rd February 09.10 a. m.

(1) Italian Business.

(2) Mediterranean II. class rates and commission. (White Star Line.)

(3) Newyork & Continental Line. (G. No. 338. 332. 327.)

(4) Agreement with Scandinavian American Line.

11435 (5) Limiting age of children rated at half fare to 1-8 years. (G. No. 324.)

(6) Rate & Headtax for infants.

(7) Revision of I. and II. Class Minimal rates.

(8) Reduction of commission to 2% on first class business done by Newyork Agents. (Minute 101.)

(9) Returned emigrants. (G. No. 337. 336. 333. 328.)

(10) Charity children for Canada. (White Star Line.)

(11) Minute 91. Pooling of cabin passengers. (G. No. 315. 311.)

(12) Disqualification of the tourist office "Vaterland." (G. No. 305.)

11436

(13) Controlstations.

(14) Alteration of Minute 103 re places of meetings.

(15) Charity Children to Canada from Dr. Barnardo's Homes. Application for the exclusion of this special traffic from the Pool. (Dominion Line.)

(16) French Line's headtax on Italians and Orientals. (British Lines.)

Jena, January 27th, 1909.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 29 Jan. 1909 Ansd.

Defendants' Exhibit 92. 11437

G. No. 343.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 28th, 1909.

To the Parties:

Agenda of Paris Meeting. 11438

As the Dominion Line have requested me to place on the Agenda for consideration of the next meeting February 3rd the following subject:

> "Charity children to Canada from Dr. Barnardo's Homes. Application for the exclusion of this special traffic from the Pool."

and I further received telegram from the Secretary of the British Lines, reading:

> "French Line headtax Italian Orientals please add to Agenda."

the Parties will please find enclosed the agenda completed accordingly. 11439

Respectfuly,

H. PETERS.
p. T. P.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 29 Jan. 1909 Ansd.

11440 **Petitioner's Exhibit 1168.**

G. No. 344.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 2nd, 1909.

To the Parties:

Newyork-Continental Line. (G. No. 332.)

The Russia America Line write:

11441 "G. No. 332. Observing that the Atlantic Express, Rotterdam, is mentioned as passenger agents for the New York and Continental Line, we beg to inform you that as long as we were in connection with Messrs Karlsberg, Spiro & Co., *i. e.* from 1/1 to 1/5, 1908, this office belonged to Messrs Karlsberg & Co., Hamburg, and was managed by a certain Mr. Landy.

"Should this still be the case, the parties might lay a stress upon Messrs. Karlsberg & Co., who we understand are Conference agents, to the effect that the Atlantic Express does not take over the above-named agency."

11442 The Russia America Line further write that Messrs. Karlsberg, Spiro & Co. have associated themselves with the firm Knie, Falk & Co. and that the latter as non Conference agents are at liberty to do whatever they please.

I shall be glad to know what steps the lines propose to be taken.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Feb. 1909 Ansd.

Petitioner's Exhibit 1170. 11443

G. No. 345.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 4th, 1909.

To the Parties:

New York and Continental Line. 11444

Mr. Ballin sends me for promulgation the following letter addressed on 29th January:

"Dear Sir,

"I beg to acknowledge receipt of your wire enquiring the period for which the 'Volturno' had been chartered and whether Owners would entertain a charter on expiry of same. The 'Volturno' has apparently been fixed on what may be called the hire-purchase system for a period of two years but I understand that Owners have on this occasion inserted a pro- 11445
viso in the Charter Party that should they have an offer of purchase at their price of £55.000 they can withdraw the boat, on certain terms, leaving Mr. Petersen to find other tonnage to carry on his Line. The price of £600 per month is of course very high and we presume could not be entertained for such a boat as the 'Volturno' (which we think is of too weak power to be a profitable boat in the Atlantic trade) unless the payments made were to be hereafter taken into account in price.

11446 *Petitioner's Exhibit 1170*

"I have not heard anything further with regard to the 'Avoca,' and 'Jelunga' but it is generally credited here that Mr. Petersen will be able to straighten out the various difficulties and get these boats or the 'Birma.' Possibly the 'Jelunga' will be left out and the 'Birma' substituted.

"So far as I can tell the 'Volturno' will take passengers from the Hook of Holland only. For every succeeding steamer the programme I believe is to load at Hamburg and Rotterdam taking passengers who will be brought
11447 down by sea from the Russian Baltic ports at Hamburg and the rail passengers at the Hook. There are also schemes with regard to Hull and London; I do not think however that the latter Line will be started at present. Probably however they will endeavor to intercept some passengers at Hull and Grimsby and send them across to Rotterdam.

I am, Dear Sir,
Yours faithfully,"

Respectfully,

11448 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 6 Feb. 1909 Ansd.

Defendants' Exhibit 93. 11449

G. No. 346.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 11th, 1909.

To the Parties:

Returned emigrants. (G. No. 342.)

I beg to promulgate yet the following letters which I received on the subject from

1) American Line, L'pool: 11450

"Referring to your G. No. 342 of 27th instant we, like our Southampton and White Star friends have been able without any difficulty to arrange for the transportation of such emigrants to the point from which they came, and to obtain the necessary signatures to the U. S. forms."

2) Russian America Line:

"By the present we beg to inform you, that up to now we have met with no difficulties on this point. We generally hand over such passengers to the local branch of the Jewish Colonisation Association or other philanthropic institution against their receipt, which we then return to the American authorities." 11451

The question is on the Agenda of the next meeting which according to Minute 103 has to take place on the 25th of March.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 Feb. 1909 Ansd.

11452 **Petitioner's Exhibit 1171.**

G. No. 347.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 12th, 1909.

To the Parties:

Monthly Statements for January.

11453

I beg to send to-day the Monthly Statements for January and in conformity with the Summary I have to request the Parties for the following payments being made:

Continental Lines to	Allan Line	£ 2205.—.—
" "	" Anchor Line	" 1053.—.—
" "	" Dominion Line	" 4548.—.—
" "	" White Star Line	" 2724.—.—
" "	" Cunard Line	" 7394.—.—
" "	" Donaldson Line	" 196.—.
American Line	" White Star Line	" 477.—.
11454 Canadian Pac. Ry. Co. to White Star Line		" 1828.—.—

I shall remit the amounts of the Continental Lines as soon as received.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 Feb. 1909 Ansd.

Petitioner's Exhibit 1317. 11455

G. No. 348.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 12th, 1909.

To the Parties:

The Allan Line write:

"In accordance with Byelaw No. 10 in Appendix 2 to Agreement 'A. A.' we beg to give formal notice of our intention to withdraw from this contract on the expiry of three months from the date of your receipt of this notice on account of the action of the White Star Line establishing a new direct competitive line in the North Atlantic steerage business between the ports of Liverpool and Montreal, which are home ports of the Allan Line. This notice is subject to withdrawal in the event of the Arbitration which has been arranged on this question deciding that it is incompetent for the White Star Line to continue a Canadian service." 11456 11457

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 15-2-1909 Acknl'd 1909 Answered 1909

11458 **Petitioner's Exhibit 1318.**

G. No. 349.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 13th, 1909.

To the Parties:

Payments to the Russian East Asiatic S. S. Co.

11459

According to Form 35 No. 1 I beg to request the Parties for the following payments being made for the month of January:

N. D. L. V. Lines	£ 1124.—.—
Allan Line	" 42.—.—
Anchor Line	" 71.—.—
American Line	" 145.—.—
Dominion Line	" 69.—.—
White Star Line	" 218.—.—
Cunard Line	" 283.—.—
Canadian Pacific Ry. Co.	" 31.—.—
	£ 1984.—.—

11460

The Lines will please remit me the amounts in due time.

Respectfully,

(Stamped): North Atlantic Received 15-2-1909 Acknl'd 1909 Answered 1909 Passenger Conference.

Petitioner's Exhibit 1172. 11461

No. 350.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 13th, 1909.

To the Parties:

Canadian Pacific employees. 11462

The Norddeutscher Lloyd write:

> "Referring to circular letter G. No. 340 we presume that the passengers in question were employed in the workshops of the Canadian Pacific Railway and had nothing to do with the Canadian Pacific Steamship Line. If this is the case, we think there can be no doubt that they have to be accounted for under the east-bound pool. We would advise to have this matter placed on the Agenda of next meeting."

The matter will be reserved for discussion at the next meeting. 11463

Respectfully,

11464 **Petitioner's Exhibit 1173.**

G. No. 351.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 13th, 1909.

To the Parties:

Northwest Transport Line.

11465

I received yesterday from Mr. Sandford the following cable:

> "Volturno advertised 27 February Rotterdam 28 Antwerp 29 Hamburg Bremen 30, Commission 3. Continentals ask shall small committee work resume."

To this replies have been received from

Hapag:

> "Agree Sandfords proposal."

Star:

11466

> "Are in favor to reinstate small committee and Byelaw 22."

Lloyd:

> "Understand, what is asked, is to put fighting steamers on the berth against the Northwest Transport Line and think the experience of last year in this respect not very encouraging. They do not believe that the Northwest Transport Line will be able to do much harm

Petitioner's Exhibit 1173

11467

to the Conference Lines after a normal state of things has been restored and that they hardly will be able to attract greater numbers of passengers for their very inferior steamers even with a commission of $3. Lloyd propose therefore for the present to abstain from measures of that kind."

Will the other Lines please let me have their views too.

I still beg to add the following telegram from the Hamburg Line:

11468

"Richards issued circular announcing organization Northwest Transport Line, regular passenger service New York Rotterdam, Steamers Uranium, Hellium, Tithanium, Volturno, Avoca."

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 16 Feb., 1909. Ansd.

11469

11470 **Petitioner's Exhibit 1174.**

G. No. 352.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 15th, 1909.

To the Parties:

Communications to the Press.

11471 The Red Star Line request me to promulgate their following letter:

> "..... Enclosed is a further article of the Kölnische Zeitung of February 11th, dated Hamburg 9th February which amongst others touches the Hungarian question and, just like the previous articles, with so intimate knowledge, that it could only be acquired by indiscretion from parties concerned. Which side ever may commit these indiscretions we consider them thoroughly tactless and against agreements.
>
> 11472 "We request you to promulgate this letter by a G circular, so the British Lines which also have already complained are informed."
>
> Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Feb. 1909 Ansd.

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1915.

No. 389.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 16, 1915.

File No. 24,886.

Term No. 382.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 28, 1916.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 8.

PROCEEDINGS AND ARGUMENTS BEFORE

SPECIAL MASTER

(24,886 and 24,887)

In Equity.

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioner-Appellant,

vs.

HAMBURG AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,

Defendants-Appellees.

PETITIONER'S AND RESPONDENTS' EXHIBITS.

PETITION LETTERS.

VOLUME VII.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME VIII.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Petitioner's Exhibit 1319. 11473

G. No. 353.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 16th, 1909.

To the Parties:

Allan Line's Notice. (G. No. 348) 11474

On this subject the following Lines have put forward their views:

Hapag:

"We herewith formally protest against the notice of withdrawal of the Allan Line from the Atlantic Conference Agreement as communicated in circular-letter G. No. 348. It is for the arbitrator to decide whether the establishment of a Canadian Service by the White Star Line, or correctly speaking, the continuation of the Dominion Line Canadian Service by the White Star Line, both Lines being incorporated in the International Mercantile Marine Company, is against the wording or spirit of the A. C. Agreement, as the Allan Line claims. In case of the Arbitrator endorsing the view expressed by the great majority of Conference Members that the White Star Canadian Service cannot be considered a new competition in the sense and meaning of Byelaw 10 Agreement A.A. provided of course the steeragers carried are accounted for to the Pool, the complaint of the Allan Line falls to

11475

11476 *Petitioner's Exhibit 1319*

the ground. Giving the notice for this contingency is equivalent to an expression of non-submission to an unfavorable award and, if acted upon, would, in our opinion, constitute a violation of the Atlantic Conference Agreement."

Lloyd:

"With reference to circular letter G. No. 348 we must take exception to the Allan Line claiming the right to withdraw from Agreement A.A. owing to the Dominion Line transferring
11477 part of their Canadian Service to the White Star Line, and consequently cannot accept their notice of withdrawal from said Agreement. The term 'new direct competitive Line' as it appears in Byelaw 10 to Agreement A.A. in our opinion only refers to Lines not forming part of said agreement and interfering with the interests of the Lines in general. Besides there can be no question of a new competing Line in the sense of Agreement A.A. as the I. M. M. C. who signed the agreement as such and not on behalf of the individual Lines forming part of it, have always maintained a serv-
11478 ice between Liverpool and Montreal."

Respectfully,

H. PETERS.

(Stamped): Received 18 Feb 1909 Ansd.

Petitioner's Exhibit 1320. 11479

G. No. 354.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 16th, 1909.

To the Parties:

Rating S. S. "Lapland."

11480

Enclosed I beg to hand copy of the arbitrator's award *re* S. S. "Lapland." The Red Star Line will please send me a Cheque for £3.3.—for the arbitrator.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 18/2 1909. Acknl'd. 1909. Answered 1909.

11481

11482 **Petitioner's Exhibit 1321.**

Appendix to G. No. 354.

The Moorings
Basset,
Southampton.
February 13th, 1909.

I am asked to settle the First and Second-Class Rates to be charged for the S. S. "Lapland" by the Red Star Line.

For the reasons stated in my Award of the 14th January, concerning "George Washington," "Berlin,"
11483 "Cleveland" and "Cincinnati," I do not fix definite rates for the "Lapland" but only the rates to be charged for that steamer during 1909 and having regard to the statements submitted by the parties and to her being run in the Red Star Line Service I award that the rates to be charged by the Red Star Line for the "Lapland" during 1909 be:

First-Class—£19.
Second-Class—Continent—£11.
Second-Class—Great Britain—£10:10:0.

HY. WILDING.

11484 My fee £3:3—to be paid by the Red Star Line.

Petitioner's Exhibit 1175. 11485

G. No. 355.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 16th, 1909.

To the Parties:

Northwest Transport Line. (G. No. 351)

11486

The Holland America Line sent the following wire:

> "G. 351 strongly recommend reinstate small committee and Byelaw 22 it is most desirable that if any action against Northwest Transport Line is judged necessary by Newyork managers to oppose right from the start that company's actions they should be in position to do, hope Lloyd will withdraw their objections."

I am waiting to learn what the views of the British Lines are, and as, if action is to be taken at all, this must be done promptly as "Volturno" is to sail 27th instant I wire to Secretary Smyth.

11487

Of the 284 passengers sailed westbound by the "Volturno" 6th instant, 100 were in destination for Halifax.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 18 Feb. 1909 Ansd.

11488 **Petitioner's Exhibit 1176.**

G. No. 356.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 17th, 1909.

To the Parties:

North West Transport Line. (G. No. 355)

11489

The Red Star Line send me the following report of arrivals at Antwerp of steeragers for the North West Transport Line:

February	9th	18/1
"	11th	17/1
"	12th	17/1, 1/2
"	13th	22/1, 4/2
"	14th	21/1
"	15th	24/1
		119/1, 5/2

11490 All of which were booked by the Universal Reisebureau Müller & Co., Vienna for the Atlantic Express.

Besides there arrived at Antwerp on February 9th 26 passengers of the Reisebureau "Vaterland" Rotterdam for "Union Ticket Office" in destination for the Anchor Line. It is conjectured that these 26 passengers arrived too late for the "Volturno" and were turned over to the Anchor Line through the Union ticket office in order to save the expenses for board & lodging.

If the North West Transport Line are making headway as above they have good chance that their next

Petitioner's Exhibit 1176

steamer will be filled thanks a good deal to the want of unanimity on the part of the A. C. Lines in dealing energetically with unreliable agents. 11491

I asked Secretary Sandford on 12th inst. if the Conference agents are allowed to work for non-Conference Lines to which he replied: "Continental, Northatlantic circular reissuing prohibiting agents work non-conference Lines."

The Canadian Pacific write with reference to G. No. 351:

> "We are at one with the Norddeutscher Lloyd in thinking that the Northwest Transport Line are not likely to do much harm after a normal state of things has been restored, and we are not in favor of putting any fighting steamers on the berth to meet this opposition." 11492
>
> Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Feb. 1909. Ansd.

11493

11494 **Petitioner's Exhibit 1177.**

G. No. 357.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 18th, 1909.

To the Parties:

North West Shipping Co. (G. No. 356).

The Hamburg-American Line send me for promulgation annexed copy of a letter which they have received and they write:

11495 "We beg to remark that we do not think it advisable to consider the proposal made therein viz. to meet the North West Shipping Co.'s competition by inducing their agents to give up the agency of that company or to try to take passengers away from them by underquoting rates. To secure passengers at such low rates as mentioned in the annexed letter would of course be very easy but it would not do any harm to the North West Shipping Co. and simply benefit agents. In our opinion the only forcible means to meet the competition of the North West Shipping Co. would be to put an opposition
11496 steamer on the berth against their steamers in conformity with Atlantic Conference Byelaw 22."

With reference to the latter part of this letter Lloyd say that if the B. L. concur with the view of the other Continental Lines that byelaw 22 should be made operative again, they will not oppose, although they don't expect a favorable effect.

I await to hear what the position of the British Lines in this respect is.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Feb. 1909. Ansd.

Petitioner's Exhibit 1178.

11497

Annex to G. No. 357. 18.2.09.

Copy

57 Leadenhall Street,
London, February 9th, 1909.

Gentlemen:

I have had an interview with one of Mr. Petersen's passenger agents (and at the same time my friend). He, the agent, is quite willing to transfer 95% of his traffic to me provided I can give him as low a rate as the North West Shipping Co., *i. e.* £4—nett off Grimsby or London, for Canadian passengers and £4. 5— nett U. S. A. passengers off Grimsby or London.

11498

To do this you would require to put me in a position to book passengers by one of your steamers leaving about the same date as North West Shipping Co. steamer. I have up to date here 100 passengers which I could transfer at once and probably by the 20th inst. will have a further 100 which in event of your not putting me in a position to accept them they will go to the North West Shipping Co. In addition to this I could secure the greater portion of the "Atlantic Express" passengers but I would in this case require to be in Rotterdam and have an office there and to be put in a similar position as here. I could of course get a much better rate from Rotterdam—Petersen's rate at present is £5.17.6. nett from that port.

11499

Should my suggestions meet with your approval I will be pleased to go further into details with you at once or on the other hand I will be pleased to act on any suggestions you may put forward in this matter—if you desire me to secure the present passengers it will be necessary for me to act promptly—Mr. Petersen has a steamer for his second sailing (20th or 27th inst.) which is fitted for 700 passengers—up to the present, however, I have not been able to ascertain her name.

11500 **Petitioner's Exhibit 1179.**

G. No. 358.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 18th, 1909

To the Parties:

North West Transport Line (G. No. 356)

11501

Amongst the passengers embarked at Rotterdam by the "Volturno" February 6th there were amongst others 47/1 7/2 in destination for Halifax, whose last residence is given as Liverpool and whom by their names I guess to be of some Balkan or Oriental nationality. It may be of interest specially to the Canadian Lines to see these passengers pass their doors.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Feb. 1909. Ansd.

11502

Petitioner's Exhibit 1180. 11503

G. No. 359.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th, 1909.

To the Parties:

North West Shipping Co. (G. No. 357.)

With reference to the question of making Byelaw 22 effective again (which had been cancelled by the Allan Line, G. No. 314) I have to inform the Parties, 11504
that not only the Canadian Pacific are not in favor of appointing fighting steamers (G. No. 356) but that also the Allan Line decline to join in any such arrangement.

The Holland Amerika Line write:

> "The passengers which now arrive for Landy he evidently intends to keep here for the next sailing of the North West Transport Line, for nothing transpires that of the passengers arrived here after February 6th a single one had been shipped by some other Line.
>
> "S. S. 'Avoca' undergoing repairs here, which 11505
> apparently are heavy and therefore nothing has been advertised yet about the next sailing."

Hapag yesterday sent me the following telegram:

> "It is rumoured the next sailing of the North West Shipping Co. will be 26th from Hamburg 27th from Rotterdam by S. S. 'San Domingo' ex 'Raglan-Castle.'"

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Feb. 1908. Ansd.

11506 **Petitioner's Exhibit 1322.**

G. No. 360.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 20th, 1909.

To the Parties:

Allan Line's notice. (G. No. 353)

11507 The Holland Amerika Line write:

> "We herewith beg to say that in respect of the Allan Line's notice of withdrawal from the Atlantic Conference Agreement, as communicated in your circular letter G. No. 348, we fully endorse the views of the Norddeutscher Lloyd and the Hamburg-American Line, as set forth in G. No. 353 and join in the protest against the standpoint taken by the Allan Line."

Respectfully,

11508 (Stamped): North Atlantic Passenger Conference Received 22/2—1909. Acknl'd 1909 Answered 1909.

Petitioner's Exhibit 1181. 11509

G. No. 361.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 20th, 1909.

To the Parties:

Communications to the Press. (G. No. 352.) 11510

Lloyd write:

> "With reference to circular letter G. No. 353 we wish to state that we have neither caused the article in question to appear nor have we any other connection whatsoever, directly or indirectly with the publication thereof.
>
> "We should be glad if you would obtain a similar declaration from the other Lines concerned."
>
> Respectfully,

(Stamp): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Feb., 1909. Ansd. 11511

11512 **Petitioner's Exhibit 1182.**

No. 362.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 22nd, 1909.

To the Parties:

(G. No. 359.)

11513 The rumor mentioned in the Hapag telegram G. No. 359 is now confirmed by the Holland Amerika Line.

S. S. "San Domingo" (ex Raglan Castle) is built in Glasgow, 1897, 4333 Tons Register 2783 net; owners Barclay, Curle & Co. Glasgow.

It is said that 5/600 steeragers are expected for her sailing 27th from Rotterdam. all of which are to be embarked at Rotterdam.

Respectfully,

(Stamp): Ismay, Imrie & Co. Passenger Dept. Recd.
11514 24 Feb., 1909. Ansd.

Petitioner's Exhibit 1323. 11515

G. No. 363.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 23th, 1909.

To the Parties:

Allan Line's notice. (G. No. 360.)

The Allan Line write:

"Referring to your G. No. 353, we note that 11516
the Hamburg American Line have misunderstood the position. We have been advised that the pending arbitration between ourselves and the White Star Line cannot possibly deal with the question of our right to retire from the Conference in accordance with Byelaw No. 10, as that would be a question not between ourselves and the White Star Line, but between ourselves and the whole of the Conference Lines. Our notice reserving this right is, therefore, not an expression of non-submission to an unfavorable award. We have given the notice because we have ascertained that the award by the Arbitrator in the present case 11517
cannot deal with the matter in question. If the other Conference Lines were willing that the question of our right to retire under Byelaw 10 should be submitted as an additional question to the Arbitrator appointed to decide between ourselves and the White Star Line, and decided by him, we would of course be willing to accept his decision. Otherwise our claim of the right to withdraw, if not admitted by the Conference Lines, may probably have to be decided by a second arbitration."

Respectfully,

(Stamped): North Atlantic Passenger Conference
Received 25/2, 1909 Acknl'd 1909 answered 1909.

11518 **Petitioner's Exhibit 1183.**

G. No. 364.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 25th, 1909.

To the Parties:

11519 *Communications to the Press. (G. No. 361.)*

Referring to G. No. 361 the Hamburg American Line write that in compliance with the wish of the Lloyd they make for themselves the same declaration as Lloyd.

The Cunard Line write that they have no knowledge of the origination.

Several of the Parties having asked me for a copy of the article in question I am sorry I have it not on hand.

Respectfully,

H. PETERS.

11520 White Star:

> "* * * like the Lloyd, we wish to state that under no circumstances would we make any communication, directly or indirectly, as we consider such action very prejudical to the interests of the Lines."

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 1 Mar. 1909. Ansd.

Petitioner's Exhibit 1324. 11521

G. No. 365.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 26th, 1909.

To the Parties:

North West Transport Line. 11522

According to reports received from the Red Star Line there arrived at Antwerp for the "Atlantic Express Co." resp. the North West Transport Line:

February	9th	18	Passengers
"	11th	17	"
"	12th	17 1/2	"
"	13th	22; 4/2	"
"	14th	21	"
"	15th	24	"
"	16th	14	"
"	18th	40	"
"	19th	38	" 11523
"	20th	20; 6/2	"
"	21st	7	"
"	22nd	34	"

all of which were booked by the Universal-Reisebureau Vienna.

Besides 28 passengers for the North West Transport passed Antwerp which were booked by P. Zürcher, Chiasso.

All the passengers booked by the Universal-Reisebureau are sent via Basle, where Ludwig Hess, a

11524 *Petitioner's Exhibit 1324*

representative of the agent P. Zürcher of Chiasso act as forwarding agent.

The Red Star Line now write with reference to G. No. 357:

"Accepting passengers from agents working for the North Western Line at the same rates as quoted by the North Western would strengthen these agents and weaken our own. We think that any agent interested in passengers for the North Western should be disqualified and such disqualification should be
11525 strictly enforced so that such disqualified agents would have no chance to get off the passengers who do not catch the scarce & irregular sailings of the North Western. We have seen that recently the Anchor Line accepted such passengers through their Antwerp agents, which should not be. We, therefore, propose for disqualification.

"Universal-Reisebureau (Onciul) in Vienna

"also any other agent, who shall be found to have procured passengers for the North Western.

11526 "For Eastbound business the situation is different & we continue to believe that Byelaw 22 is the best measure the Lines can adopt."

As far as the Universal-Reisebureau (Onciul) Vienna is concerned the Continental Lines agree that it has to be disqualified, provided the British Lines will join. It has also been moved to disqualify the agent Zürcher of Chiasso and several of the Continental Lines have already agreed. I await to hear if the British Lines concur.

Respectfully,

H. PETERS.

(Stamped): Received 1 Mar. 1909 Ansd.

Defendants' Exhibit 94. 11527

G. No. 366.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 26th, 1909.

To the Parties:

Mr. Ballin cables me from New York that it would be a great convenience to him, if the next Atlantic Conference Meeting which has to take place at London on March 25th could be arranged to be held on the Continent. I therefore beg to ask if the Parties can see their way to oblige Mr. Ballin, in which case I would propose Brussels as a convenient place if Paris is not preferred. 11528

I take it for granted if the next meeting is held on the Continent, there will be no objection to the two following meetings being held in London.

Respectfully,

(Stamp): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Mar., 1909. Ansd. 11529

11530 **Petitioner's Exhibit 1184.**

G. No. 367.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 27th, 1909.

To the Parties:

Russian V[illegible]nteer Fleet.

11531

The Hamburg American Line reported on 20th inst. that the "Libauische Zeitung" of 16th inst. contained the following article:

"Resumption of the trips of the Volunteer Fleet between Libau & Newyork."

"The Port authorities here received today an official telegram from the inspector of the Volunteer Fleet in Petersburg, by which the rumour that the Line Libau-Newyork of the Volunteer Fleet will be resumed in the second
11532 half of the year is fully corroborated."

Hapag asked me to ascertain what truth there is in the report and I wrote to the Russian Eastasiatic. Before my letter reached them they write:

"Privately we are informed that Mr. Samuel Freydberg of the Firm Karlsberg, Spiro & Co. and Robert Falck of the Firm Knie, Falck & Co. are presently in Petersburg where they are conferring with the Volunteer Fleet on an eventual resumption of the sailings to America. The two firms are to take the agency

against guarantee of a certain number of passengers p. sailing. We have instituted enquiries and if the rumour should be confirmed we shall revert to the matter."

Perhaps I shall also hear from other quarters to which I have applied on the subject.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Mar. 1909. Ansd.

11534

Petitioner's Exhibit 1185.

G. No. 368.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 27th, 1909.

To the Parties: 11535

Communications to the Press. (G. No. 364.)

The White Star Line write:

"We have received a communication from our New York Office reading as follows:

"'*New York "Staats Zeitung."* We attach translation of an article which appeared in this paper on the 9th inst. It always seems to be well posted on Conference proceedings on your side.'"

11536 *Petitioner's Exhibit 1185*

The Translation reads:

"NEW YORK STAAT'S ZEITUNG FEB. 9, 1909.

Rate War Ended.

"Mediterranean-American traffic on equal basis as from other ports of Europe.

"Paris, February 8th. After meetings lasting several months, the representatives of the French, German, Italian, English and Spanish Transatlantic S. S. Companies have arrived at
11537 an agreement covering all points which were effected by the rate war in the traffic between the Mediterranean ports and America. The conditions have not yet been made public, but the basis for the agreement covering the steerage and second cabin traffic, one of the chief points in dispute, is the same as was used for the carryings between other European ports and North America. In the course of the last three years the reduction of the rates by the Italian and the other Lines had brought only loss to all parties."

("As advised in yesterday's Berlin's special
11538 cable, General Director Ballin of the Hamburg American Line and Director Heineken of the North German Lloyd will come to New York in order to give the necessary instructions for the practical handling of the new measures. Both gentlemen are coming on the Amerika of the Hamburg American Line.")

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Mar. 1909 Ansd.

Petitioner's Exhibit 1186. 11539

G. No. 369.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 27th, 1909.

To the Parties:

North West Transport Line (G. No. 362.) 11540

Hapag send me for promulgation the following letter which they have received regarding this concern:

"London, 24th February, 1909.

"Gentlemen:

"The present is to advise you that Mr. Peterson is putting the S. S. St. Domingo ex 'Raglan Castle' on for his next boat, arriving Hamburg on Friday or Saturday next and sailing from Rotterdam on Wednesday the 3rd March. This boat carries about 700 steerage passengers—he has now 500 awaiting her at 11541
Rotterdam and another 150 leave Liverpool on Saturday for Rotterdam, making a total of 650 passengers for Wednesday, 3rd March, sailing booked up to present date.

"I am still keeping in close touch with all the agents and anxious to take some steps in your interest."

The Shipping Gazette 25th has the following correspondence from Glasgow 24th:

11542 *Petitioner's Exhibit 1186*

"The steamer St. Domingo which was one of the unemployed in the Gareloch for fully eighteen months, was recently shifted to Glasgow, and after receiving an overhaul she left yesterday for London. Her name has been changed to its original, Raglan Castle, and the vessel will be employed in the Union-Castle service between the Thames and South African ports."

Respectfully,

11543 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Mar. 1909 Ansd. .....

11544

Petitioner's Exhibit 1187. 11545

G. No. 370.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 1st, 1909.

To the Parties:

Russian Volunteer Fleet. (G. No. 367.) 11546

The Russian Eastasiatic Co. write in reply to my inquiry:

"* * * We beg to inform you that to the best of our knowledge there is nothing in the rumour.

"It is true the resumption of the American service is on the programme of the Volunteer Fleet but when this will be done is quite indefinite and nothing points to the intention of taking up the sailings again in the course of this year.

"Our Board will keep us posted as far as possible on the intentions of the Volunteer Fleet and when something positive should occur we will let you know immediately." 11547

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3 Mar. 1909 Ansd .....

Petitioner's Exhibit 1188.

11548

G. No. 371.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 1st, 1909.

To the Parties:

North West Transport Line. (G. No. 369)

11549

The Hamburg American Line send me for promulgation the following itinerary of the North West Transport Line:

The North West Transport Line.

Direct Regular Fortnightly Service — Freight and Passengers

The following steamers will be despatched direct to Hamburg, Rotterdam, Halifax, New York:

11550

Steamers	Hamburg		Rotterdam		Halifax		New York	
	Arrive	Sail	Arrive	Sail	Arrive	Sail	Arrive	Sail
Volturno	—	—	6 Feb.	6 Feb.	17 Feb.	18 Feb.	20 Feb.	27 Feb.
Raglan Castle	27 Feb.	1 Mar.	3 Mar.	3 Mar.	14 Mar.	15 Mar.	17 Mar.	27 Mar.
Volturno	11 Mar.	16 Mar.	18 Mar.	20 Mar.	1 Apr.	2 Apr.	4 Apr.	10 Apr.
Uranium (ex Avoca)	27 Mar.	31 Mar.	2 Apr.	3 Apr.	13 Apr.	14 Apr.	16 Apr.	24 Apr.
Raglan Castle	8 Apr.	14 Apr.	16 Apr.	17 Apr.	29 Apr.	30 Apr.	2 May	8 May

Petitioner's Exhibit 1188 11551

These sailing dates will be strictly adhered to, and in the event of accident to any of the steamers other steamers now being fitted will be substituted. It is also contemplated to increase the sailings to a Weekly Service from Middle of April, when new steamers under construction, and now being fitted, are completed.

For freight and passage, apply to

Head Office: Petersen & Co., Ltd., 6 Lloyd's Avenue, London, E. C.
Agents—Hamburg: Menzell & Co., 112 Alsterdam.
Rotterdam: M. Landy, "Atlantic Express," 30 Glashaven. 11552
New York Office: 121 Produce Exchange.

The Niewe Rotterdamsche Courant of 27 February contains the following advertisement:

The North West Transport Line
Rotterdam New York

S. S. Raglan Castle will load on Monday 1st of March
Goods at cheap rates will be taken by Atlantic Express
Glashaven 30.
Respectfully,

11553

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 3- Mar. 1909 Ansd.

11554 **Petitioner's Exhibit 1189.**

G. No. 372.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 1st, 1909.

To the Parties:

North West Transport Line. (G. 365.)

11555

For this Line have arrived according to the Red Star Line from the agent G. Zürcher, Chiasso for Atlantic Express on February 25th 18 passengers, on February 26th 20 passengers; from the Universal Reisebureau Vienna (Onciul) for Atlantic Express

On February 25th 52 passengers
On February 26th 34 passengers
On February 27th 6½ passengers.

the passengers on 25th and 26th February were expedited by Ludwig Hess, Basle.

The Red Star Line propose also to disqualify Lud-
11556 wig Hess. I admit to hear whether the Lines concur, also as regards the disqualification of G. Zürcher, Chiasso and the Universal Reisebureau (Onciul) Vienna.

Respectfully,

Petitioner's Exhibit 1190. 11557

G. No. 373.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 2nd, 1909.

To the Parties:

North West Transport Line. (G. No. 371.)

The Hamburg American Line write (translation):

"We have the following news on the measures taken by the new Company of Mr. Wm. 11558
Petersen. The Company has chartered the S. S. 'St. Domingo,' said steamer being originally owned by the Union Castle Line under the name of 'Raglan Castle' passed into the hands of the Danish Eastasiatic Co. who about a year ago returned her to the builders, a Glasgow shipyard. From them Petersen engaged the steamer on time charter. The steamer which has been renamed 'Raglan Castle' had been ordered to Hamburg for the purpose of loading here a quantity of cargo which Petersen's brokers Menzell & Co. had engaged. Upon arrival at Cuxhaven on 28th February how- 11559
ever she had been ordered to Rotterdam instead of Hamburg. As the parties are aware a number of steeragers are waiting here for her and like her predecessor the 'Volturno' she will probably sail for New York with steeragers but without cargo. To carry the Hamburg cargo, Menzell & Co. have chartered the British steamer 'Aldgate' for a trip to New York; this steamer has arrived here in order to load on the 1st of March."

11560 *Petitioner's Exhibit 1191*

According to a cable the Hamburg American Line have from New York, the Volturno has left thence on 28th February with 3 second class and 13 steerage passengers.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 4 Mar. 1909. Ansd.

Petitioner's Exhibit 1191.

11561 *G. No. 374.*

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 5th, 1909.

To the Parties:

Communications to the Press. (G. No. 368.)

The Canadian Pacific Ry. write:

11562 "Referring to your Circulars G. No. 364 and 368. Like Lloyds' and the White Star Line we have not given any information to the press, directly or indirectly. We have always considered this to be a general understanding among the Lines."

The Holland America Line makes the same declaration as Lloyd with regard to G. No. 361.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 8 Mar., 1909, Ansd.

Petitioner's Exhibit 1192. 11563

G. No. 375.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 5th, 1909.

To the Parties:

North West Transport Line.

11564

As advised the Raglan Castle of the North West Transport Line left Rotterdam on the 2nd instant with 540 steeragers, of which 140 for Halifax. According to an information from the Holland America Line. she did not get any cargo in Rotterdam, she only replenished her stock of bunker coals and took in provisions.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 8 Mar. 1909. Ansd.

11565

Petitioner's Exhibit 1193.

11566

G. No. 376.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 5th, 1909.

To the Parties:

Disqualifications.

The Norddeutscher Lloyd write:

11567 "With reference to circular letter G. No. 365 we fully share the views of the Red Star Line, that it would be a very serious mistake on part of the A. C. Lines if they would agree to accept passengers from the agents of the North West Transport Line at the rates quoted by the letter. In fact the proposition appeared to us so absurd and so entirely out of question that we have never considered it for a single moment. As regards disqualification of agents working for the North West Transport Line, we are of the opinion that any agent, handing over business to that Line, must be considered *eo ipso* disqualified according to A. C. Minute 20."

11568

In conformity with Minute 20 the following agencies working for the North West Transport Line must be considered disqualified:

1) G. Zürcher, Chiasso.
2) Ludwig Hess, Basle.
3) Universal Reisebureau (Onciul) Vienna.

I request the parties to issue their circulars by which said agencies are disqualified at once.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept., Recd. 8 Mar., 1909. Ansd.

Petitioner's Exhibit 1194. 11569

G. No. 377.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 8th, 1909.

To the Parties:

Arbitration White Star Line's Canadian Service.

11570 The Allan Line have sent me copy of their correspondence with the White Star Line on the arbitration proceedings, and also the Preliminary Statement of their claim, both of which I am sending along with this by bookpost registered. They write:

> "We sent this statement to the White Star Line on 10th February, but they have not yet sent us their statement in reply, nor have they sent us any communication in regard to our proposal of another arbitrator to take the place of the single arbitrator formerly agreed upon, who is no longer available."

11571 With reference to the arbitration I beg to refer to the last piece of the correspondence which I received today.

The White Star Line wrote me on March 2nd that they would send me the correspondence with the Allan Line in a few days.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 12 Mar., 1909. Ansd.

11572 **Petitioner's Exhibit 1195.**

G. No. 378.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 8th, 1909.

To the Parties:

Outstanding Russian Prepaids of Russ Volunteer Fleet.

11573 The Russian American Line in accordance with Minute 78 send me their statement for prepaid passengers of the Russian Volunteer Fleet carried by them from Libau; in stating the amounts to be restituted to them, they also claim the difference in the carrying rate of

52/1,	33/2,	2/0	p. S.S. Korea 7th September and
50/1,	33/2,	6/0	p. S.S. Estonia 22nd September
102	66	8	of which one half *i. e.*

51/1, 33/2 at 15 Rubel p. adult = Rubel 997.50.

11574 As these prepaids were carried before the arrangement under Minute 78 was come to, the Russian American Line according to the wording of the Minute are not entitled to a compensation for them. They contend however that as the Agreement B. B. was concluded in principle already in August (vide Minute 73) and the question of outstanding prepaids having been referred to already on that occasion, it was only by some unfortunate circumstances beyond their control that the definite settlement of the prepaid question was deferred until Octbr. 22nd and that Minute 78 should therefore be restrospective. I beg to ask the parties whether they agree to it.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 12 Mar. 1909. Ansd.

Defendants' Exhibit 95. 11575

G. No. 379.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 8th, 1909.

To the Parties:

Monthly Statements for February.

11576

According to Form 30, No. 2 I beg to inform the Parties that the following payments are to be made:

Continental Lines	to	Allan Line	£ 2157.—.—
"	"	" Anchor Line	" 1207.—.—
"	"	" American Line ..	" 4325.—.—
"	"	" Dominion Line ..	" 4042.—.—
"	"	" White Star Line	" 6165.—.—
"	"	" Cunard Line	" 7787.—.—
"	"	" Canadian Pacific Ry. Co.	" 56.—.—
"	"	" Donaldson Line ..	" 248.—.—

I shall remit the amounts as soon as received. 11577

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 10/3 1909 Acknl'd 1909. Answered 1909. 1909.

11578 **Petitioner's Exhibit 1196.**

G. No. 380.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

March 8th, 1909.

To the Parties:

North West Transport Line.

11579

The Red Star Line report that there arrived at Antwerp for the Atlantic Express

March	1st	22	Passengers
"	2nd	18	"
"	4th	32	"
"	5th	54 5/2	"

booked by the Universal-Reise-Bureau, Vienna and forwarded at Basle by Ludwig Hess.

Lloyd informed me today that the police in Cottbus and Johannisburg had arrested three Russian agents who conducted Passengers for the North West Trans-
11580 port Line to Rotterdam and that about forty passengers were sent back to Russia.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 11 Mar., 1909. Ansd.

Petitioner's Exhibit 1197. 11581

G. No. 381.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 9th, 1909.

To the Parties:

Payments to the Russian East Asiatic S. S. Co. 11582

According to Form 35, No. 2 I beg the Parties to make the following payments for the month of February:

N. D. L. V. Lines	£	1117.—.—
Allan Line	"	45.—.—
Anchor Line	"	72.—.—
American Line	"	148.—.—
Dominion Line	"	66.—.—
White Star Line	"	223.—.—
Cunard Line	"	283.—.—
Canadian Pacific Ry. Co.	"	34.—.—
	£	1988.—.—

11583

The Parties will please remit me the amounts in due time.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept., Recd. 11 Mar., 1909. Ansd.

11584 **Petitioner's Exhibit 1198.**

G. No. 382.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 11th, 1909.

To the Parties:

Enclosed I beg to hand a copy of the account of the expenses of the Secretary's Office for 1908, after it has been verified by the Holland American Line.
11585 The expenses up to Decbr. 31st amount to M 63033.22 inclusive interest charged at the rate of the Deutsche Reichsbank for loans against securities.

By Article 23, section e, the expenses are to be paid by the Lines in proportion to the mean of the percentages allotted to each according to article 3, and which are:

A.

	Westbound	Eastbound	Mean
Allan Line	0.62%	4.95%	2.785%
Anchor Line	3.40%	3.93%	3.665%
Cunard Line	13.75%	15.12%	14.435%
11586 Hamburg Amerika Linie	19.61%	12.35%	15.98 %
Holland Amerika Linie	6.63%	6.10%	6.365%
Norddeutscher Lloyd	26.53%	18.79%	22.66 %
Red Star Line	9.71%	8.56%	9.135%
White Star Line	8.60%	15.49%	12.045%
American Line	6.68%	8.72%	7.70 %
Dominion Line	4.47%	1.50%	2.985%
Canadian Pacific		4.49%	2.245%
	100.	100.	100.

Petitioner's Exhibit 1198

11587

Article 21 of Agreement B. B. provides that the Russian East Asiatic S. S. Co. have also to contribute to the office expenses of the secretary. They then participate in these expenses from the beginning of the Agreement B. B. viz: from September 1st to December 31st. The percentage in which each Line contributes in the expenses during this period is:

B.

	westbound	eastbound	mean
Allan Line	0.60%	4.80%	2.70
Anchor Line	3.31%	3.81%	3.56
Cunard Line	13.41%	14.67%	14.04
Hamburg Amerika Linie	19.12%	11.98%	15.55
Holland Amerika Linie	6.46%	5.92%	6.19
Norddeutscher Lloyd	25.87%	18.23%	22.05
Red Star Line	9.47%	8.30%	8.885%
White Star Line	8.39%	15.02%	11.705%
American Line	6.51%	8.46%	7.485%
Dominion Line	4.36%	1.45%	2.905%
Canadian Pacific Ry. Co.		4.36%	2.18
Russ. East Asiatic Co.	2.50%	3.	2.75
	100.	100.	100.

11588

11589

3863

11590

Petitioner's Exhibit 1198

		Repartition of M 43881.14 expenses incurred up to Aug. 31st as per A (excl. Russ. Line) M	M 19152.08 expenses incurred Sept. 1st-Dec. 31st per B. (incl. Russian Line) M	Total A & B M	Interest 1909 1/1-15/2 5% 16/2-15/3 4½% M	Total Amount due by the individual Lines M
	Allan Line	1222.09	517.11	1739.20	17.39	1756.59
	Anchor Line	1608.24	681.82	2290.06	22.90	2312.96
	Cunard Line	6334.24	2688.95	9023.19	90.23	9113.42
	Hamburg-Am. Line	7012.21	2978.15	9990.36	99.90	10090.26
	Holland-Am. Line	2793.04	1185.51	3978.55	39.79	4018.34
	Nordd. Lloyd	9943.47	4223.03	14166.50	141.66	14308.16
11591	Red Star Line	4008.54	1701.66	5710.20	57.10	5767.30
	White Star Line	5285.48	2241.75	7527.23	75.28	7602.51
	American Line	3378.85	1433.53	4812.38	48.13	4860.51
	Dominion Line	1309.85	556.37	1866.22	18.66	1884.88
	Canadian Pacific	985.13	417.52	1402.65	14.03	1416.68
	Russ. East Asiatic		526.68	526.68	5.27	531.95
		43881.14	19152.08	63033.22	630.34	63663.56

I shall be obliged for remittance of the amount due by the individual Lines.

Respectfully,

11592

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 13 Mar., 1909. Ansd.

Defendants' Exhibit 96. 11593

G. No. 383.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 12th, 1909.

To the Parties:

Arbitration White Star Line's Canadian Service. 11594
(G. No. 377.)

Referring to G. No. 377 the White Star Line send me copy of their following letter to the Allan Line.

Respectfully,

Liverpool, March 9th, 1909.

Messrs. J. & A. Allan,
25 Bothwell Street,
Glasgow.

Dear Sirs: 11595

Your favors of 2nd and 5th inst. are duly to hand and we note that we are now in accord to appoint Sir Robert Finlay K. C. as sole arbitrator.

We have now had an opportunity of further considering the points discussed in our letter of the 26th ultimo and your reply of the 2nd instant, and we see no reason for departing from the position we have taken up.

We have however no wish to be Judges in our own cause and we are quite content to leave Sir Robert Finlay to decide between us the questions raised in our letter of the 26th ultimo. In saying this we must

11596 *Defendants' Exhibit 96*

make it clear that such reference to Sir Robert Finlay will, in our opinion be in no sense a reference to arbitration under the Agreements upon which you are making your claims, as the question of whether we are parties to the Agreement A. A. is a preliminary point to be disposed of before your claims can be investigated.

As you have sent copies of our past correspondence to Secretary Peters we are not doing so but will send him for circulation a copy of this and our future letters on this matter and if you will do the same the Conference Lines will be kept posted.

11597 Yours faithfully,

P. S. Following is a further letter addressd by the Allan Line to the White Star Line:

Glasgow, 10th March, 1909.

Messrs. Ismay, Imrie & Co.,
30 James Street,
Liverpool.

Dear Sirs:

11598 We have your letter of 9th inst., and note contents.

We presume that you are now preparing your preliminary statement in reply to ours, and we shall be obliged if you will let us have a copy with as little delay as possible.

Yours truly,
(Signed.) JAS. & ALEX. ALLAN.

(Stamped): Ismay, Imrie & Co., Passenger Dept.. Recd. 15 Mar. 1909. Ansd.

Petitioner's Exhibit 1199.

11599

G. No. 384.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 13th, 1909.

To the Parties:

Enclosed I beg to hand the Agenda of the meeting in Paris, Hotel Meurice, on the 25th instant.

Respectfully,

H. PETERS.

11600

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 16 Mar., 1909. Ansd.

Petitioner's Exhibit 1200.

ATLANTIC CONFERENCE.

Agenda of the Meeting in Paris, Hotel Meurice on 25th March, 1909, at 10 A. M.

1) North West Transport Line, (G. No. 380, 375, 373, 372, 371, 365, 359, 358, 357, 356, 355, 351, 345, 344, 338, 332, 327.) 11601

2) Disqualification of the Tourist office "Vaterland" (G. No. 305.) Reisebureaux, Jewish Hilfsvereine. (G. No. 376.)

3) Agreement with Scandinavian American Line.

4) Limiting age of children rated at half fare to 1-8 years. (G. No. 324.)

5) Rate and headtax for infants.

11602 *Petitioner's Exhibit 1200*

6) Commission paid to Continental agents on Immigrant inland fares. (B. L.)

7) Revision of I and II class Minimalrates. Intermediate seasons.

8) Reduction of commission to 2% on first class business done by Newyork agents (Minute 101).

9) Returned emigrants. (G. No. 346, 342, 337, 336, 333, 328.)

10) Minute 91. Pooling of cabin passengers. (G. No. 350, 340, 315, 311.) Canadian employees of C. P. R.

11608

11) Control stations (B. L.)

12) Alteration of Minute 103 *re* places of meetings.

13) Charity children to Canada from Dr. Barnardo's Homes. Application for the exclusion of this special traffic from the Pool. (Dominion Line.)

14) French Line's headtax on Italians and Orientals (B. L.).

15) Right of Transat to carry passengers to St. Pierre without pooling them.

11604 16) Alleged use of superlatives in Lines' advertisements and printed matters. (B. L.)

17) Notice of Allan Line given for Agreement A. A. (G. No. 363, 360, 353, 348.)

18) Signing of Russian Agreement B. B.

Jena. 13th March, 1909.

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 16 Mar., 1909. Ansd.

Petitioner's Exhibit 1202. 11605

G. No. 385.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 13th, 1909.

To the Parties:

North West Transport Line. 11606

The Red Star Line report that

on March	9th	41	3/2
"	" 10th	31	4/2
"	" 11th	40	—

passed Antwerp for the Atlantic Express Co. all of which were booked by the Universal Reisebureau Vienna.

Together with previous reports since the last sailing 187, 12/2.

As apparently it is still uncertain when the next steamer will sail, it is evident, that heavy expenses will be incurred for board and lodging. 11607

Respectfully,

11608 **Petitioner's Exhibit 1325.**

G. No. 386.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 15th, 1909.

To the Parties:

11609 *Arbitration White Star Line's Canadian Service.*
(G. No. 383.)

Referring to circular letter G. No. 377 and 383, I beg to make known to the Parties the following further correspondence which has passed on between the White Star Line & Allan Line.

Will the Parties please give the letters in G. No. 383 the numbers 23 and 24.

Respectfully,

H. PETERS.

11610 25.

Liverpool, March 11th, 1909.

Messrs. James & Alex. Allan,
25 Bothwell Street,
Glasgow.

Dear Sirs:

In reply to your letter of the tenth instant we are not preparing any preliminary statement in reply to yours until we know whether there is to be an arbi-

tration between us under the terms of Agreement A. A. 11611

The reference to Sir Robert Finlay to which we agreed in our letter of the 9th instant is a reference quite outside of the provisions of the Agreement A. A., and until the preliminary point we have raised has been disposed of we do not think any useful purpose would be served by our preparing an answer to your Statement of your claims under that Agreement. We say this as if our view as to the position is correct then it is clear that you will have to redraft your preliminary statement in the event of your claiming arbitration as against the I. M. M. Co. 11612

Yours faithfully,

26.

Glasgow, 12th March, 1909.

Messrs. Ismay, Imrie & Co.,
30 James Street,
Liverpool.

Dear Sirs:

11613

We have your letter of yesterday, and we must say that we regard your positoin as quite unjustifiable.

In your letter of 24th December last, you proposed Sir Robert Finlay as sole arbitrator—not merely on any special point, but on the whole questions between the Allan Line, and the White Star and Dominion Lines which it was agreed at the Conference Meeting at Cologne should be referred to arbitration. You also suggested that we should prepare a written statement of our case to which you would reply. We have agreed to the arbitrator proposed, and to the pro-

11614 *Petitioner's Exhibit 1325*

cedure generally, reserving our right to answer your reply in detail. We have sent you the preliminary statement of our case, and it lies now with you to send us your answer. The point you raise that, as you say, the White Star and Dominion Lines are not parties to, nor bound by Agreement "A. A." may be part of your answer, but it is only a part, and you may be found to be wrong in your contention. At all events, it is unheard of that a defence should state only a preliminary point, and not deal with the merits as well. It is not for us to raise *your* point, and we adhere to the statement of claim we have sent you, as
11615 the substance of our claim is not affected by your contention, and we can easily deal with the points raised in our reply to your answer. In any case, the arbitrator could not decide the question you raise without going into the facts detailed in our statement.

We must therefore, ask you, without further delay, to prepare and send us your answer.

Yours truly,

(Sgd.) JAS. & ALEX. ALLAN.

(Stamped): North Atlantic Passenger Conference Received 17/3 1909. Acknl'd 1909 Answered 1909.

11616

Petitioner's Exhibit 1203. 11617

G. No. 387.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 15th, 1909.

To the Parties:

North West Transport Line (G. No. 385.)

The Raglan Castle's March 2nd from Rotterdam passengers were composed as follows: 11618

	For Halifax	For New York	Total
From Russia	53	286	339
" England	63	6	69
" Italy	25	36	61
" Hungary	—	37	37
" Austria	3	27	30
" Roumania	—	3	3
" Belgium	—	1	1
	144	396	540

Of the 69 passengers from England the 6 for New York are Jews and came from London; the rest are by their names of the same nationality as those p. Volturno and their last residence is stated Liverpool. 11619

The Volturno which sailed from New York on February 27th landed her 13 steeragers on 12th instant at Hoek van Holland, whence they proceeded by tug to Rotterdam & further by rail. "Volturno" proceeded 12th for Hamburg.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Mar. 1909. Ansd.

11620 **Petitioner's Exhibit 1204.**

G. No. 388.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 16th, 1909.

To the Parties:

North West Transport Line & Russian Volunteer Fleet (G. No. 367).

11621 The reports that the Russian Volunteer Fleet are contemplating to resume their service and further that the North West Transport Line are treating with them on the carryings of the Prepaids of the Russian Volunteer fleet is corroborated by the following notice in the Shipping Gazette of 13th instant:

"North West Transport Line."

"The Kölnische Zeitung learns that this line, 'an English undertaking in which, also, a Hamburg firm of shipowners is interested,' intends shortly to run a weekly service from Hamburg and Rotterdam to Canadian ports. The undertaking is completely independent of the North Atlantic Conference. It is noteworthy,
11622 it is remarked, that heretofore the vessels of the Line have only taken cargo at Hamburg, but the managers now contemplate the carriage of emigrants. By its agreement with the Russian Volunteer Fleet, which is also outside the pool, the North-West Transport Line will be able to carry Russian emigrants by way of Rotterdam to Canada."

At the request of Director General Mr. Ballin I note the matter for the Agenda of the meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Mar. 1909. Ansd.

Petitioner's Exhibit 1326. 11623

G. No. 389.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 16th, 1909.

To the Parties:

Mediterranean Westbound Business & Continental Lines. 11624

I received a letter from Mr. Cosulich, that in the course of a recent conversation with Mr. Crespi this gentleman had complained that Northern Lines quoted special rates for Italians through agents in Switzerland, whilst Italian Lines did not make special rates for Continental business.

If Mr. Crespi's allegations should be founded I would have to draw the attention of the A. C. Lines to Minute 18. "No special rates may be made either in Europe or in America without previous assent of all Lines," and of the Canadian Lines to clause 5b, c. & 6a of Agreement Z. 11625

I have written to Mr. Crespi with reference to his grievance, that I had no knowledge of special rates for Italians on the part of Conference Lines, but that I would submit the matter to the Lines.

I have further told him, that his complaints most likely referred to the North West Transport Line, which on their last sailing had taken 61 Italians, that the Conference Lines were fighting this line with all means that might answer the purpose, that the New York agents of this Line were C. B. Richard & Co.

11626 *Petitioner's Exhibit 1205*

who are also Agents of the Lloyd Italiano and that it was a curious state that they should allow C. B. Richard & Co. to give their assistance to a line which was injuring the interests of the Italian Lines and probably would do so still more in future if the efforts to advance the Italian rates were successful. I have submitted to Mr. Crespi to put Mr. Richard before the alternative of either giving up the agency of the Lloyd Italiano or of the North West Transport Line and told him, that if C. B. Richard & Co. should prefer the latter agency he would likely be disqualified by all the other S. S. Lines in the North Atlantic trade.

11627 Respectfully,

(Stamped): North Atlantic. Received 18/3, 1909. Acknl'd 1909. Answered 1909. Passenger Conference.

Petitioner's Exhibit 1205.

G. No. 390.

ATLANTIC CONFERENCE.

11628 Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 17th, 1909.

To the Parties:

North West Transport Line (G. No. 385).

In pursuance of previous returns the Red Star Line report the following passengers having passed Antwerp for the N. West Transport Line:

Petitioner's Exhibit 1205 11629

March	12th	21	from	G. Zürcher,	Chiasso
"	13th	35	"	Universal-Reisebureau,	Vienna
"	14th	35	"	"	"
"	15th	30	"	"	"
		121			
brought forward		187.	12/2		
		308	12/2		

The Hamburg American Line send me the following advertisement in a Hamburg paper: 11630

(Translation):

The North West Transport Line
Regular freight & passenger service between
Hamburg and Newyork
calling at Rotterdam & Halifax

Next sailings from Hamburg
S. S. "Volturno" March 18th.
S. S. "Uranium" March 31st
S. S. "Raglan Castle" April 15th.

Subject to change—without responsibility.
For particulars about freight, etc., apply to the Agents: 11631

MENZEL & CO.,
Hamburg Alsterdamm 16/17.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 19 Mar., 1909. Ansd.

11632 **Defendants' Exhibit 97.**

G. No. 391.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 18th, 1909.

To the Parties:

Arbitration Allan Line—White Star Line. (G. 386)

11633 The White Star Line send me copy of their following letter to the Allan Line:

27.

March 15th, 1909.

Messrs. J. & A. Allan
25, Bothwell Street
Glasgow.

Dear Sirs,

11634 We are in receipt of your letter of the 12th instant. We regret that you should regard the position we have taken up as unjustifiable but we must adhere to it.

We are and always have been content to Sir Robert Finlay acting as sole arbitrator on any claims you may bring forward under the agreement A. A., but so far you have not in our opinion made any claims under that Agreement.

We appreciate that you do not agree with us on this point and we are therefore content to leave Sir Robert Finlay to decide between us the questions raised in

Defendants' Exhibit 97

our letter of the 26th ultimo., but these are, in our opinion preliminary questions which must be disposed of before we can deal with your statement of claim. 11635

We would suggest that you should obtain an appointment before Sir Robert Finlay and ask for his directions as to the procedure to be adopted. As the preliminary questions are purely legal ones we should propose to be represented at the appointment by counsel.

Yours faithfully,

Respectfully, 11636

The following copy of a further letter from the Allan Line to the White Star Line has just come to hand:

28.

Glasgow, 16th March, 1909.

Messrs. Ismay, Imrie & Co.,
30 James Street,
Liverpool.

Dear Sirs: 11637

We have your letter of the 15th instant. We fail to see what benefit is to be gained by referring the questions to the arbitrator in instalments. It appears to us that all the questions could be dealt with quite as conveniently and with considerable saving of time and trouble, in one reference. However, in view of the position you have taken, unreasonable as we think it, we are sending through our solicitors, Messrs. Wright, Johnston & Mackenzie of this City, the whole correspondence between us, including our preliminary

11638 *Defendants' Exhibit 97*

statement of claim and copies of the Conference agreements to Sir Robert Finlay with a view to obtaining an appointment, as you suggest, to settle procedure.

We are arranging to be represented by Counsel as we note you will do so.

Yours truly,

(Sgd.) JAS. & ALEX. ALLAN.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 19 Mar. 1909. Ansd.

11639

11640

Petitioner's Exhibit 1327. 11641

G. No. 392.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 19th, 1909.

To the Parties:

Grand Trunk Railway Co. 11642

I received the following letter from White Star Line:

> "We attach communication from the Grand Trunk Railway Co., together with copy of letter referred to therein, which we think it will be well to bring up for consideration at the next A. C. Meeting."

The correspondence referred to is as follows:

1) Montreal, March 1st, 1909.

Mr. Wm. Cuthbertson,
Liverpool. 11643

Dear Sir:

Re Passengers per S. S. "Volturno" Rotterdam-Halifax.

Your L. P. 1452 of 15th ult.

From the steamer "Volturno" there landed 102 souls at Halifax, the distribution being as follows:

Chicago, Ill.	10
Western U. S.	28
New England Points	40

11644 *Petitioner's Exhibit 1327*

Montreal	9
Canadian Northwest	4
Toronto	2
Sherbrooke Que.	1
Ontario Points	8
	102 Souls

The Grand Trunk secured one ticket to Belleville, but the balance *were routed over the Canadian Pacific under instructions from the New York Office of the North West Transport Co.*, Messrs. Piciford and
11645 Black, assuming that this was done through arrangements with the Canadian Pacific for payment of commission.

In view of the fact that we did not get any of this business last season, I am at a loss to understand why Mr. Peterson should have issued instructions for such routing, unless he had been promised commission either directly or indirectly, and I am afraid this is one case at least where the Canadian Pacific are hoodwinking us.

You will also recollect that the line of steamers which the conference lines put on jointly to destroy the traffic of the Peterson line, also turned over all of its business to the Canadian Pacific; in fact their agent
11646 at Halifax was a Canadian Pacific Travelling Passenger Agent at that point, so that we are apparently being sacrificed by our friends and the enemy alike.

Under the circumstances I cannot see any reason why we should further refrain from making an arrangement, providing the financial end of it is safe, towards having this business sent over our route, or having an agreement made with the competing conference lines that we should receive in addition to a share of their traffic, sufficient business to make up for the loss sustained from the Northwest Transport Co.

Petitioner's Exhibit 1327 11647

If the Canadian Pacific is honest in its protestations that no commission will be paid to the Northwest Transport Co., they should be quite willing to have our line receive a fair share of that traffic, even to the extent of paying for it, if they have no other means of controlling it for us.

I shall be glad if you will take what action you see fit towards securing proper recognition on this traffic.

Yours truly,

W. P. HINTON,
A. G. P. and T. A.

11648

2) Liverpool, 13th March, 1909.

Dear Mr. Cauty:

New York and Continental Line Now Merged into The North West Transport Company.

You had this subject up with me last year: the Grand Trunk loyally supported the Continental Lines but only to have found themselves in a rather weak position.

We are still pursuing the same policy, and hope the result will be such as has marked our relationship with your line.

Yours very truly, 11649

FRED C. SALTER,
European Traffic Manager.

I shall add the matter to the agenda.

Respectfully,

H. PETERS,
p. Rep.

(Stamped): Received 22 Mar 1909 Ansd.

11650 **Petitioner's Exhibit 1206.**

G. No. 393.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 19th, 1909.

To the Parties:

Meeting March 25th.

11651

White Star Line write:

"* * * We are also obliged for the Agenda for the Meeting which has since come to hand, from which it appears that there is no reason why the Meeting should not be concluded on the 25th instant and we have accordingly made our arrangements to leave Paris by the morning train on the 26th *idem*."

Respectfully,

11652

Petitioner's Exhibit 1207. 11653

G. No. 394.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 20th, 1909.

To the Parties:

North West Transport Line. 11654

The following transports of passengers from the Universal Reisebureau, Vienna, have arrived by way of Antwerp for the Atlantic Express:

16th	March	47	passengers
17th	"	55	"
18th	"	40	"
from G. Zürcher, Chiasso 17th	"	35	"

The total number booked so far for the next departure of the North West Transport Line according to the reports communicated is:

597 adults, 19 children.

Respectfully, 11655

11656 **Petitioner's Exhibit 1208.**

G. No. 395.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 20th, 1909.

To the Parties:

Enclosed please find the additional agenda for the Paris meeting.

Respectfully,

11657 H. PETERS, p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Mar. 1909. Ansd.

Petitioner's Exhibit 1209.

ATLANTIC CONFERENCE.

Supplement
to the Agenda of the Meeting in Paris 25th March 1909.

11658

19) Russian Volunteer Fleet (G. No. 388, 370, 367).

20) Complaint of Canada's Grand Trunk Railway System (G. No. 392).

Jena, March 20th, 1909.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Mar. 1909. Ansd.

Petitioner's Exhibit 1201. 11659

ATLANTIC CONFERENCE.

Supplement
to the Agenda of the Meeting in Paris 25th March 1909.

19) Russian Volunteer Fleet (G. No. 388, 370, 367).

20) Complaint of Canada's Grand Trunk Railway System (G. No. 392).

Jena, March 20th, 1909.

11660

Allan Line notice re Italian business.
Cunard Line & Italian Agreement.
Proposed general advance in Second Class Westbound rates.

11661

11662 **Defendants' Exhibit 98.**

G. No. 396.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 22nd, 1909.

To the Parties:

Arbitration Allan Line—White Star Line,
(G. No. 391)

The Allan Line send me copy of their following
11663 letter they have sent to the White Star Line, together with copy of the correspondence therein referred to.

Respectfully,

29.

Glasgow 19th March 1909.

Messrs. Ismay, Imrie & Co.
30 James Street,
Liverpool.

Dear Sirs,

We enclose copy of the correspondence which has
11664 passed since our letter to you of 16th inst., between our solicitors and Sir Robert E. Finlay's clerk, which will inform you as to the position.

You will note that a question is raised as to whether it will be suitable for the parties that the sittings in the Arbitration be held after Court hours, and, as we are informed that this is quite a usual condition in similar arbitrations, we are not raising any objection. Will you please communicate direct with Sir Robert Finlay's clerk, giving your consent, if you agree, and let us know what you have done.

Defendants' Exhibit 98 11665

In accordance with the arrangement between us, we are sending copies of this letter and correspondence to the Secretary of the Conference, but we suggest that it might be understood for the future that correspondence on matters of details of arrangement, which cannot be of interest to the Conference, need not be so communicated.

Yours truly,
(sgd.) JAS. & ALEX ALLAN.

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30. 11666

150 St. Vincent St.,

Glasgow, 17th March, 1909.

The Clerk to
Rt. Hon. Sir Robert B. Finlay, K. C., M. P.,
4 Temple Gardens,
London, E. C.

Dear Sir,

Certain questions have arisen between the Allan Line Steamship Co. Ltd., the White Star Line and the Dominion Line under four Agreements relating to the North Atlantic Passenger Conference, known as Agreements "A. A.," "V." "W" and "Z," of which 11667
we enclose copies, and it has been agreed to refer these questions to Sir Robert B. Finlay as sole arbitrator. The Allan Line whom we represent, had prepared and sent to the other parties a Statement of their Claim, but the White Star and Dominion Lines wish to have a preliminary question as to the effect of the Agreement "A. A.," determined first, and have asked our Clients to communicate with Sir R. B. Finlay with the view to obtaining an appointment to arrange procedure. While not acknowledging that the course suggested by the White Star Line is the proper

11668 *Defendants' Exhibit 98*

one our Clients in order to make progress, will be obliged if Sir Robert will make an appointment to hear Counsel on behalf of the parties upon the course of procedure for some day about the middle or end of next week. In order that he may see the actual position between the parties we enclose besides the Agreements, copy of the correspondence which has taken place between 15th December 1908, and the 16th instant and copy of the Statement and Claim sent to the White Star Line by our Clients.

We are, Yours truly

(Signed) WRIGHT, JOHNSTON & MACKENZIE.

11669

31.

4 Temple Gardens,
London, March 18th, 1909.

Dear Sirs,

Canadian Trade Agreements.

I am obliged by your letter of yesterday with reference to the arbitration in the above matter.

I have spoken to Sir Robert Finlay with regard to his acceptance of the appointment as Arbitrator, but
11670 before accepting he desires me to ascertain approximately how many sittings would be required, as his engagements at the Courts will prevent him undertaking any arbitration of a protracted nature, and any appointments except after 4 o'clock would be subject to his Court engagements and there is usually some difficulty in arranging meetings convenient to all parties engaged.

Under these circumstances I shall be glad if you would favour me with your views as to the length of time and number of sittings that will be necessary and whether any witnesses will be called, and I will

Defendants' Exhibit 98 11671

again speak to Sir Robert Finlay on the matter and write you.

Yours faithfully,
"E. F. CRUST."

Messrs. Wright, Johnston & Mackenzie,
150 St. Vincent Street,
Glasgow.

32.

150 St. Vincent Street.
Glasgow, 19th March 1909.

11672

E. F. Crust, Esq.,
Clerk to Sir R. B. Finlay, K. C.,
4 Temple Gardens, E. C.

Dear Sir,

Canadian Trade Agreements.

We have received your letter of yesterday. As the parties have come to a practical Agreement that the Pleadings should be in the form of written Statements on either side, answered and adjusted, it is not at all likely there will be many sittings in the Arbitration, and so far as we can foresee, as the main facts are admitted, it will not be necessary to call evidence 11673
on either side. Our Clients have no objections to the appointments being fixed after the Court rises at four o'clock in the afternoon, and they are sending to the White Star Line a copy of the letters which have passed with you asking them to advise you direct whether they agree.

We are
Yours truly,
(Sgd) WRIGHT, JOHNSTON & MACKENZIE.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 25 Mar. 1909. Ansd.

11674 **Petitioner's Exhibit 1210.**

G. No. 397.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 22nd, 1909.

Following further transports from the Universal Reisebureau, Vienna, arrived by way of Antwerp for
11675 the Atlantic Express:

	19th March	26	passengers
	19th "	40	"
from G. Zürcher, Chiasso	19th "	21	"

The total number reported for the next sailing, that is for S. S. "Volturno" which steamer should leave Rotterdam on the 20th, is:

684 adults, 19 children.

The Holland Line inform me that amongst the steeragers for the S. S. "Volturno" are again a good many passengers who came from England.

Respectfully,

11676

To the Parties:

North West Transport Line.

P. S. The parties are informed by telegraph that S. S. "Volturno" left Rotterdam March 20th with 10 cabin passengers and 749 steeragers.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Mar. 1909. Ansd.

Petitioner's Exhibit 1211. 11677

G. No. 398.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 23rd, 1909.

To the Parties:

Cunard Line's Fiume Service. 11678

The Cunard Line write under date March 20th as follows:

"With reference to the provisional arrangement come to between the Cunard Line and the Conference Lines at Paris on the 22nd October last, vide Minute 76, for the inclusion of the Cunard Line's Westbound Fiume Service in the Atlantic Conference, we beg to refer to our letter of the 28th December, 1908, intimating in reply to your enquiry that negotiations up to that time had not resulted in our obtaining the approval of the Hungarian Government, and further, that applications made by this Company for permission to vary rates in order to regulate the traffic in the manner provided by Agreement A. A. had been declined, thus making it impossible for our Westbound Fiume Service to come under that Agreement, as from the 1st November, 1908. We now beg to mention that further negotiations have since taken place, with a view to obtaining the necessary approval of the Hungarian Government, but the Government will not give their 11679

11680

sanction as certain arrangements between themselves and the Continental Lines have not been settled. Under these circumstances, we have no alternative but to give formal notice that as we have been unable to obtain the approval of the Hungarian Government as contemplated by Minute 76 above referred to, the inclusion of the Westbound Fiume Service in the Pool cannot be carried out. If, as a result of subsequent negotiations, we should be able to obtain the consent of the Hungarian Government to such an arrangement, we should be

11681

quite willing for the matter to be brought up afresh for consideration by the Atlantic Conference. Until then, the Cunard Company's Fiume Service will continue to be worked as already provided for under Appendix III of Agreement A. A.

Kindly place this letter on Agenda for the next meeting of the Atlantic Conference."

The matter is placed on the Agenda.

Respectfully,

11682

Petitioner's Exhibit 1212. 11683

G. No. 399.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 25th, 1909.

To the Parties:

North West Transport Line.

11684

From Secretary Sandford I received following copy of an advertisement of C. B. Richard & Co.:

North-West Transport Line.
East Twin-Screw Passenger Service.

Between
New York and Rotterdam

To Rotterdam	$28.00	To Agram	$35.45
To Bremen	28.00	To Krakau	$32.35
To Hamburg	30.00	To Tarnopol	34.80
To Antwerp	29.00	To Vienna	32.85
To Budapest	34.15		

11685

Commission $3.00

Next Sailings (subject to change).

From Rotterdam	Steamer	From New York
March 3d	"Raglan Castle"	Saturday March 27th
March 20th	"Volturno"	Saturday April 10th
April 3d	"Uranium"	Saturday April 24th
April 17th	"Raglan Castle"	Saturday May 8th

C. B. Richard & Co., Gen. Pass. Agents, 31-33 Broadway, New York.

11686 *Petitioner's Exhibit 1212*

And further a circular dated March 4th, 1909, of which I give a copy annexed which explains itself.

Referring to the last section of circular Letter G No. 389, according to which I wrote Mr. Crespi about C. B. Richard & Co., Mr. Crespi writes under date March 22nd, as follows:

> " * * * I have duly received your favours of the 15th, 17th and 18th inst. and thanking you for your communications on the Italian Passengers booked to New York for the North West Transport Line, I have to inform you
> 11687 that I have requested Mr. Trucco to look into the matter and see whether something can be done according to your views."

Respectfully,

Annex to G 399.

Copy.

North West Transport Line.

East Twin Screw Passenger Service.

11688

Steamers	Steamers
Hellium	Avoca
Tithanium	Raglan Castle
Uranium	Volturno

Between
New York-Rotterdam

Dear Sir:

The next sailing of the North West Transport Line is the twin-screw S. S. "Raglan Castle," from New York, March 27th *11 A. M.*

Petitioner's Exhibit 1212 11689

We authorize you to book passengers, using the blanks of the New York & Continental Line until you receive a new supply from us.

Steerage Rates:
Rotterdam, $28.00 Bremen, $28.00
Hamburg, 30.00 Antwerp, 29.00
Commission, $3.00

First Cabin to Rotterdam, $50.00
Commission, $4.00.

You may book passengers through to any inland town in Europe at the following rates: 11690

Agram	$35.45	Krakau	$32.35
Alexandrowo	31.40	Kronstadt	37.95
Basel	32.30	Laibach	36.40
Belgrad	36.10	Leipzig	29.80
Berlin	31.40	Lemberg	34.15
Bozen	35.65	Miskolcz	34.60
Brody	34.60	München	31.90
Budapest	34.15	Munkacs	36.55
Bukarest	37.55	Oderberg	31.90
Cöln	30.15	Odessa	36.60
Czernowitz	35.35	Ostrowo	31.15
Debreczin	37.35	Oswieczin	32.00
Dresden	30.25	Paris	31.75 11691
Düsseldorf	29.95	Podwolozyska	35.05
Eperjes	33.85	Posen	30.65
Eydtkuhnen	33.00	Prag	31.35
Fiume	35.45	Rogasen	30.85
Frankfurt A. M.	30.55	Saratow	38.25
Galszecs	35.95	Schaffhausen	32.40
Graz	34.80	Smolensk	35.90
Hannover	29.80	Strassburg i. E.	31.75
Heidelberg	31.00	Stuhlweissenburg	35.80
Hermannstadt	36.20	Stuttgart	31.35
Illowo	32.00	Tarnow	32.80

11692 *Petitioner's Exhibit 1212*

Innsbruck	33.05	Tarnopol	34.80
Inowrazlaw	31.15	Temesvar	37.95
Insterburg	32.70	Thorn	31.30
Jaslo	33.40	Tilsit	32.85
Jassy	37.05	Triest	35.80
Karlstadt	35.45	Trient	34.75
Kaschau	33.85	Ungvar	36.35
Klausenburg	37.75	Vienna	32.85
Königsberg	32.25	Warschau	32.90
Kowoo	33.65	Wilna	34.30

Children between 1 and 12 years, half of above
11693 rates; under 1 year $2.00.

We hope we can count upon your doing your share to assist us in booking a large number of passengers for the above sailing.

C. B. RICHARD & CO.,
Gen. Pass. Agents,
31-33 Broadway, New York

New York, March 4, 1909.

Next Sailings—(subject to change):

From Rotterdam	Steamer	From New York
March 3	"Raglan Castle"	March 27
March 20	"Volturno"	April 10
April 3	"Uranium"	April 24

11694

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 29 Mar. 1909. Ansd.

Petitioner's Exhibit 1213. 11695

G. No. 400.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, March 29th, 1909.

To the Parties:

North West Transport Line. 11696

Following transports from the Universal Reisebureau, Vienna, arrived by way of Antwerp for the Atlantic Express:

		number of passengers
	25th March	21
	26th "	18
from G. Zürcher, Chiasso	26th "	20
		59

As S. S. "Volturno" left Rotterdam, March 20th, the above and following transports therefore will be forwarded by S. S. "Uranium" leaving Rotterdam, April 3rd. 11697

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 31 Mar. 1909. Ansd.

11698 **Petitioner's Exhibit 1329.**

ATLANTIC CONFERENCE.

104. *Revival Byelaw 22.* The Lines, Allan excepted, agree to revive Byelaw 22 to meet the competition of the North West Transport Line. The Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

105. *Reisebureau Vaterland.* At the request of the Anchor Line the disqualification of the Reisebureau "Vaterland" is to be reconsidered by the British Lines.

106. *Infants rates.* Agreed to fix the infant rates

11699

	I. class	II. class	III. class	
Westbound:	M 40.—	M. 30.—	[M. 10.—	plus headtax for aliens
			" 10.—	for citizens]
Eastbound:	" 40.—	" 30.—	" 10.—	

except for Italian third Class business. The question of commission to be decided by the Liverpool Conference. These rates to come into operation on July 1st.

107. *Cabin rates Mauretania, Lusitania, Caronia, Carmania, Oceanic, Adriatic.* All Lines, except as mentioned below, agree to reduce the present agreement first class rates of Mauretania and Lusitania, and the second class rates of Caronia, Carmania, Oceanic, Adriatic by 10/—or its equivalent in each case, eastbound and westbound. In view of Allan Line's objection to both classes, and Cie. Gle. Transatlantique to the second class the proposed alterations to be referred to Mr. Wilding for arbitration.

11700

108. *First class Commission in New York.* The question of reducing 1st class commission in New York to 2% was deferred to further consideration.

109. *Places of meetings.* The next two meetings to be held in London. Places of subsequent meetings to be arranged later.

Petitioner's Exhibit 1329

11701

110. *Dr. Barnardo's charity children.* The proposition of the Dominion Line for charity children of Dr. Barnardo being excluded from the Pool is deferred to next meeting, the Allan Line recording their objection to the proposal.

111. *Passengers to St. Pierre, New Foundland.* It is confirmed that passengers by direct steamers to St. Pierre New Foundland do not come under the Agreements Z and AA.

112. *Arbitration of notice of withdrawal of the Allan Line from Agreement AA.* The result of the pending arbitration between Allan Line and White Star Line to be waited before taking action as regards the notice of withdrawal of the Allan Line from Agreement AA. In the meantime the other Lines protest against the action of the Allan Line and will in due course take same to arbitration. Mr. Ballin undertaking to prepare the case for the Conference Lines, other than the Allan Line.

11702

113. *Extension of Byelaw 78.* Agreed, except by Allan Line, that Minute 78 as far as it refers to prepaids of the Russian Volunteer Fleet, forwarded by the Russian East Asiatic Steam Ship Co., shall apply also to those prepaids forwarded before the date of the respective arrangement viz: October 22.

11703

114. *Commission of Grand Trunk Railway to North West Transport Line.* Letter from Grand Trunk Railway submitted, the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business, because they had been unable to induce the Grand Trunk Railway to agree not to do so and after they had found that the Inter Colonial Grand Trunk connection at Halifax were paying commission.

11704 *Petitioner's Exhibit 1329*

Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian railways (including Inter Colonial Railway) to allow no commission to the North West Transport Line.

115. *Proposed pool for second class business.* The proposed general advance of westbound 2nd class rates was not agreed to, but an alternative suggestion to form a pool for second class business was made. The matter to be brought up at the next meeting. In the meantime the Secretary to circulate statistics for con-
11705 sideration.

116. *Cunard's Fiume service westbound.* The letter from the Cunard Line in regard to the Fiume westbound service, cancelling Minute No. 76 viz:

Liverpool March 20, 1909.

"With reference to the provisional arrangement come to between the Cunard Line and the Conference Lines at Paris on the 22nd October last, vide Minute 76, for the inclusion of the Cunard Line's Westbound Fiume Service in the Atlantic Conference, we beg to refer to our
11706 letter of the 28th December, 1908, intimating in reply to your enquiry that negotiations up to that time had not resulted in our obtaining the approval of the Hungarian Government, and further, that applications made by this Company for permission to vary rates in order to regulate the traffic in the manner provided by Agreement AA had been declined, thus making it impossible for our Westbound Fiume Service to come under that Agreement, as from the 1st November 1908. We now beg to mention that further negotiations have since taken

11707

place, with a view to obtaining the necessary approval of the Hungarian Government, but the Government will not give their sanction, as certain arrangements between themselves and the Continental Lines have not been settled. Under these circumstances, we have no alternative but to give formal notice that as we have been unable to obtain the approval of the Hungarian Government, as contemplated by Minute 76 above referred to, the inclusion of the Westbound Fiume Service in the Pool cannot be carried out if as a result of subsequent negotiations we should be able to obtain the consent of the Hungarian Government to such an arrangement, we should be quite willing for the matter to be brought up afresh for consideration by the Atlantic Conference. Until then, the Cunard Company's Fiume Service will continue to be worked as already provided for under Appendix III of Agreement AA."

11708

was read, and the notification accepted.

117. *First class intermediate season schedules.* It was agreed by all the Lines interested that the 1st class intermediate schedules as per Minute 96 are to be in the hands of all Agents not later than 3rd April next, after being first circulated through the Conference Secretary.

11709

118. *Control stations.* The question of the Control Stations was mentioned and the German Lines promised to pursue the matter further with the view to according facilities to passengers for the British Lines passing through the Control Stations en route to Rotterdam and Antwerp.

119. *Agreement BB.* Agreement BB with the Russian East Asiatic Co. was duly signed by all the A. C. Lines.

11710 *Petitioner's Exhibit 1329*

120. *Negotiations Scandinavian American Line.* The N. D. L. V. Lines agreed to the British Lines taking up negotiations with the Scandinavian American Line with the view to bringing them into the General Pool, the Scandinavian American Line not having been able to carry out the agreement made in Paris in October last which required them to establish Norwegian, Swedish and Danish services with five ships. The N. D. L. V. Lines leave the British Lines full discretion with regard to percentages, sailings, etc., but do not agree to the Scandinavian American Line being permitted to carry Continental passengers.

11711

121. *Jewish Hilfsvereine.* The question of disqualifying the Reisebureau Jewish Hilfsverein was not adopted.

122. *Proposed advance in II cabin rates.* The British Lines agree to advance their second class rates of Continental ports by 10 sh. provided the Continental Lines agree amongst themselves to make a similar advance.—Allan Line's Havre service excepted but subject to negotiations between the Allan Line and the Cie. Gle. Transatlantique.

123. *C. P. R. Employees.* The question of C. P. Ry. carrying their Railroad employees 1st and 2nd class at reduced rates without accounting for them to the Pool was referred to, and it was agreed that the C. P. Ry. be accorded this privilege. The Allan, Dominion and Donaldson Lines reserving the same right.—The number of passengers so carried to be exchanged between the Canadian Lines.

11712

With the above exception all passengers paying less than Agreement 2nd cabin rate by the carrying steamer are to be pooled.

124. *Exchange of Ppd Statistics of C. P. R. and Allan Line.* The C. P. R. and Allan Lines agree to

exchange their prepaid statistics with other Lines.
Paris, 25th March 1909.

Signed: W. Mc. K. Rodan, with the exception of No. 112 W. Mc. K. R.
" A. C. F. Henderson
" Geo. Mc. L. Brown
" William Watson
" S. Smith Moncur
" for Mr. Ballin, Dr. Murken
" J. G. v. Reuchlin
" Harold A. Sanderson
" Heineken 11714
" Ed. Strasser
" O. Cosulich for byelaws which affect Austro Americana
" Ch. Tattet for the Cabin Agreement

11716 **Petitioner's Exhibit 1328.**

G. No. 401.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 29th, 1909.

To the Parties:

11717 Enclosed I beg to hand typed copies of the minutes of last meeting, printed copies will follow in a few days.

Respectfully,
H. PETERS, p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 31 Mar. 1909. Ansd.

11718

Petitioner's Exhibit 1214. 11719

G. No. 402.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 31st, 1909.

To the Parties:

North West Transport Line.

Following further transports from the Universal Reisebureau, Vienna, and G. Zürcher, Chiasso, arrived by way of Antwerp for the Atlantic Express: 11720

		Number of passengers
Universal Reise-Bureau	March 27th	17
	" 28th	10
	" 29th	20½
G. Zürcher	" 28th	14
		61½
Transport from G. No. 400		59
		120½

11721

for S.S. "Uranium" leaving Rotterdam April 3rd.

The Parties are informed that S.S. "Raglan Castle" left New York Saturday March 27th with 40 steeragers.

I have informed Mr. Sandford that the committee as per Byelaw 22 is to be revived.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 2—Apr. 1909 Ansd.

11722 **Petitioner's Exhibit 1215.**

G. No. 403.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 1st, 1909.

To the Parties:

North West Transport Line.

In G. No. 387 the number of steeragers embarked at Rotterdam for the S.S. "Volturno," March 20th was
11723 reported with 749 souls. The correct number is 738. The steeragers were composed as follows:

	for Halifax	for U. S. A.	Total
from Russia	49	495	544
" England	64	—	64
" Italy	29	51	80
" Hungary	—	12	12
" Austria	13	21	34
" Bulgaria	—	1	1
" Syria	—	1	1
" Belgium	—	2	2
11724	155	583	738

Of the 64 passengers from England 6 came from London and 58 from Liverpool.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3 Apr. 1909. Ansd.

Defendants' Exhibit 99.

11725

G. No. 404.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 2nd, 1909.

To the Parties:

Under separate cover I beg to send today printed copies of the minutes and byelaws of the last meeting as well as final copies of Agreement BB. 11726

Respectfully,

Petitoner's Exhibit 1216.

G. No. 405.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address: 11727
"Secretair," Jena.

Jena, April 2nd, 1909.

To the Parties:

Advance in Continental eastbound steerage rates.

The Parties are aware that at the Paris Meeting the Cunard Line agreed to an advance of Mediterranean steerage rates by $3 and that therefore there seemed to be no longer an obstacle to the general advance which had been recommended by cable to Mr. Sandford of February 7th. A corresponding cable was sent to Mr. Sandford on March 26th.

11728 *Petitioner's Exhibit 1216*

I now however learn by a cable which Lloyd has received, that this proposed advance has not gone into effect, because the Fabre Line demand for their S.S. "Roma" a differential rate which other lines (which ones is not stated) are not willing to concede.

The Holland America Line, presuming that the Italian eastbound rates had been advanced by $3 proposed that also the continental steerage rates should be increased by the same amount.

I am in communication with the Fabre Line and with the Italian Lines trying if the obstacle to the advance cannot be removed. If there should be no re-
11729 sult there are two questions.

1) Can the eastbound continental steerage rates be advanced without risk to lose too many passengers to the Italian Lines, or

2) would the A. C. Lines agree to ask the Fabre Line how many % in excess of the number of steeragers which they actually get on the next sailings of the "Roma" they estimate they would have got if the differential which they claim had been granted and how much they estimate the net profit from each such passenger. And would the A. C. Lines agree to compensate the Fabre Line the amount of their thus estimated
11730 loss in the proportion of their eastbound continental carryings from the date of the advance in continental rates up to May 31st.

The "Roma" sailed from New York February 27th and I think they could not possibly make more than one sailing before June 1st. So the compensation which the Fabre Line could claim would not amount to much, whilst $3 increase on all continental steeragers would mean quite a lot of money.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5—Apr. 1909. Ansd.

Defendants' Exhibit 100.

11731

G. No. 406.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 3rd, 1909.

To the Parties:

North West Transport Linc. (*G. No. 400, 402.*) 11732

Following further transports arrived for the Atlantic Express by way of Antwerp:

from Universal Reisebureau, Vienna,
March 30th ..... 20 (Russians)
" G. Zürcher, Chiasso March 31st 40

60
Brought over from G. No. 402 120½

180½

Respectfully,

11733

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5—Apr. 1909. Ansd.

11734 **Petitioner's Exhibit 1217.**

G. No. 407.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 5th, 1909.

To the Parties:

North West Transport Line. (G. No. 402.)

The Red Star Line report on April 1st

95 passengers form Zürcher, Chiasso und
11745 *22 3/2* " " Universal Reisebureau

have passed Antwerp for the North West Transport Line. In addition to those reported previously 237/1, 4/2 have come from the quarters mentioned.

Each report of Italian passengers booked for the North West Transport Line I have sent to the Secretary of the Italian Lines pointing to the progress this line, which has the assistance of one of their own agents, is making in Italian business.

The Hamburg-American Line have received the following report from their agent in Montreal:

11736 "I have letter from Mr. Roche of Halifax advising that the steamer 'Raglan Castle' from Rotterdam has brought out 183 steerage passengers, largely composed of Armenians, and of which 53 have been held up."

Respectfully,

P. S. S.S. "Uranium" left Rotterdam April 3rd with 450 steeragers and 22 cabin passengers.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 7 Apr 1909 Ansd.

Petitioner's Exhibit 1218. 11737

G. No. 408.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 7th, 1909.

To the Parties:

North West Transport Line. (G. No. 407.) 11738

The Red Star Line report that on April 2nd
55 Italians from G. Zürcher, Chiasso
12 Macedonians from Naum Christoff, Monastir
16 3/2 passengers from Universal-Reisebureau, Vienna

---

83 3/2 passed Antwerp for the N. W. T. L.
297 4/2 brought forward from G. No. 406/7

---

380 7/2
of these
105 7/2 were booked by Universal-Reisebureau, Vienna. 11739
263 were booked by Zürcher, Chiasso
12 " " " Christoff, Monastir

The balance of 63 against the 450 steeragers which the "Uranium" got possibly came from England.

38 passengers from the Universal-Reisebureau which passed Antwerp April 4th, are no doubt for the "Raglan Castle" April 17th.

Respectfully,

11740 **Petitioner's Exhibit 1219.**

G. No. 409.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1909.

To the Parties:

White Star £ 5 Greek rate.

11741 I received the following letter from Lloyd:

"We beg to refer to your telegram of 31st ult. advising the reduction of the White Star Line's rate for Greek and Oriental passengers to £ 5 net off Cherbourg. As this rate is considerably less than the rate of the White Star Line in effect from all other ports and even from Cherbourg for non Greek and non Oriental business, the consent of all Lines, according to Bye-law 18, Agreement AA., is required. Before giving our decision we should like to hear what reasons the White Star Line have
11742 for quoting a special rate for Greek and Oriental business instead of making a general reduction on their rates."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Apr. 1909. Ansd 17 Apr. 1909.

Defendants' Exhibit 101. 11743

G. No. 410.

ATLANTIC CONFERENCE

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1909.

To the Parties:

Monthly Statements for March.

According to Form 30, No. 3, I beg to inform the Parties that the following payments for the month of March are to be made: 11744

Continental Lines to Allan Line	£	3773.—.—
" " " Anchor Line	"	2231.—.—
" " " American Line	"	4040.—.—
" " " Dominion Line	"	8771.—.—
" " " White Star Line	"	1007.—.—
" " " Cunard Line	"	2997.—.—
" " " Canadian Pacific Ry. Co.	"	288.—.—
" " " Donaldson Line	"	160.—.—
	£	23267.—.—

11745

I shall remit the amounts as soon as received.

Respectfully,

(Stamped): North Atlantic, Passenger Conference.
Recd. 10 Apr. 1909. Ackd. .....; Ans. .....

11746 **Petitoner's Exhibit 1220.**

G. No. 411.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1909.

To the Parties:

Agreement BB.

11747

My attention is drawn to the year 1911 not being clearly impressed on the second line of Art. 25 of Agreement BB. Will the Parties please make a note in their copies.

Respectfully,

11748

Petitioner's Exhibit 1221. 11749

G. No. 412.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 10th, 1909.

To the Parties:

Payments to and from the Russian East Asiatic S. S. Co.

According to Form 35 No. 3, the following payments are to be made for the month of March: 11750

Russian East Asiatic S. S. Co. to N. D. L. V. Lines	£ 629.
Russian East Asiatic S. S. Co. to Anchor Line	" 17.
Russian East Asiatic S. S. Co. to American Line	" 18.
Russian East Asiatic S. S. Co. to Dominion Line	" 67.
Russian East Asiatic S. S. Co. to Cunard Line	" 75.
Allan Line to Russian East Asiatic S. S. Co.	" 51.
White Star Line to Russian East Asiatic S. S. Co.	" 30.
Canadian Pacific Ry. Co. to Russian East Asiatic S. S. Co.	" 57.

11751

To avoid to and fro remittances the Parties will please make them as follows:

Allan Line to Cunard Line	£ 16.
Allan Line to Anchor Line	" 17.
Allan Line to American Line	" 18.
White Star Line to Dominion Line	" 28.

11752 *Petitioner's Exhibit 1330*

White Star Line to Cunard Line	£ 2.
Canadian Pacific Ry. Co. to Cunard Line	" 57.
Russian East Asiatic S. S. Co. to N. D. L. V. Lines	" 629.
Russian East Asiatic S. S. Co. to Dominion Line	" 39.

The Parties will please inform me when they have made or received the remittances. The Russian East Asiatic Co. will please send their checks to me.

Respectfully,

11753

Petitioner's Exhibit 1330.

G. No. 413.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 10th, 1909.

To the Parties:

Advance in eastbound rates.

The Mediterranean Lines having finally agreed to
11754 increase their eastbound rates by three dollars after 17th instant and Mr. Smyth having informed me that the British Lines will agree to the proposed advance of Continental eastbound steerager rates when the Mediterranean Lines have advanced theirs, I shall cable Mr. Sandford on Thursday next, that circulars announcing the immediate advance of Continental eastbound rates by three dollars are to be issued on April seventeenth.

The Lines will please instruct their American representatives accordingly.

Respectfully,

H. PETERS.

(Stamped): Received 13 Apr 1909 Ansd.

Defendants' Exhibit 102. 11755

G. No. 414.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 10th, 1909.

To the Parties:

North West Transport Line.

11756

As reported in G. No. 407 the SS. "Uranium" left Rotterdam April 3rd with 450 steeragers. The steeragers were composed as follows:

	for Canada	for U. S. A.	Total
from Italy	108	82	190
" Russia	15	133	148
" England	34	8	42
" Austria	12	21	33
" Hungary	—	17	17
" Turkey	—	16	16
" Holland	—	2	2
" Rumania	—	1	1
" Germany	—	1	1
	169	281	450

11757

Of the 42 steeragers from England 8 came from London and 34 from Liverpool.

Respectfully,

11758 **Petitioner's Exhibit 1222.**

G. No. 415.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 13th, 1909.

To the Parties:

North West Transport Line. (G. No. 414)

11759

S. S. "Volturno" left New York Saturday April 10th with 40 steeragers.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 16 Apr. 1909. Ansd.

11760

Petitioner's Exhibit 1223. 11761

G. No. 416.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 14th, 1909.

To the Parties:

Pooling Passengers to & from Newfoundland. 11762

I beg to submit the following correspondence :

1) The Allan Line to the Secretary, March 30th:

"Referring to the Minutes of the meeting held at Paris on 25th inst., it appears from paragraph 8 that it is now agreed that Newfoundland passengers are not poolable under agreements, 'Z' and 'A.A.' We find that under a misapprehension as to this point we have pooled in 1908 one hundred and fifty-three Eastbound passengers from Newfoundland, and we have, therefore, overstated our carrying to this extent. We, therefore, claim a return of £612 to correct the above over-statement. 11763

"We expect to have a further claim regarding Continental passengers carried Westbound to Newfoundland, and shall communicate with you when we have the figures before us."

2) The Secretary to the Allan Line, April 3rd:

"Minute 8 does not say that New Foundland passengers are not poolable but, that passengers *by direct steamers to St. Pierre*, New

11764 *Petitioner's Exhibit 1223*

Foundland do not come under the Agreements Z. & A.A. If this is applicable to your case please let me have details."

3) The Allan Line to the Secretary, April 6th:

"We have your letter of 3rd inst. We are quite aware of the wording of the Minute of 25th March, 09, paragraph 8, but we have to point out that this wording clearly implies that Newfoundland passengers are not poolable.

"We have never had any direct steamers to St. Pierre, Newfoundland, but we have always
11765 had a regular service of direct steamers to and from St. John's, Newfoundland, and, as already advised, we have included by mistake in last year's returns a number of Newfoundland passengers. Apart from the Minute above referred to, we think it is clear from the wording of the agreements themselves that Newfoundland passengers are not poolable, and should not have been included in our returns. Newfoundland is an Island Colony, with separate Government, not included in the Dominion of Canada, and as the scope of Agreements 'A.A.' and 'Z' is expressly limited by the first Article
11766 in each agreement to passengers 'to and via the United States of America and Canada' and 'vice versa,' we think it is obvious that Newfoundland business does not come under these agreements, and therefore is not poolable.

"In 1908 the Eastbound numbers from St. John's, Newfoundland, to Glasgow were 153. The number of Westbound Continental passengers was only 2, so that the total number wrongly included for which we claim a return from the Pool is 155. For the present season

Petitioner's Exhibit 1223 11767

and in future, we propose to exclude all Newfoundland business from our Pool returns."

I leave it to the Atlantic Conference to deal with the arguments of the Allan Line at the next meeting. But as the Allan Line have always had a regular service to and from "St. John's, Newfoundland" and as the figures of their carryings are consequently included in those figures on which their percentage is based, I think it obvious that the passengers have to be pooled.

Respectfully,

H. PETERS,

p. Rep. 11768

(Stamped): Ismay, Imrie & Co. Passenger Dept Recd. 16 Apr. 1909. Ansd.

11769

11770 **Petitioner's Exhibit 1224.**

G. No. 417.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 15th, 1909.

To the Parties:

North West Transport Line (G. No. 408).

The Red Star Line report the following further passenger transports for the Atlantic Express:

11771

	Passengers
April 6th from Universal Reisebureau, Vienna	8 1/2
April 9th from Universal Reisebureau, Vienna	26
April 10th from Universal Reisebureau, Vienna	17
April 11th from Universal Reisebureau, Vienna	7
April 12th from Universal Reisebureau, Vienna	4
April 13th from Universal Reisebureau, Vienna	4
11772 April 10th from G. Zürcher, Chiasso	2
	68 1/2
brought forward from G. No. 407	38
Total for next sailing reported so far	106 1/2 passengers

Next sailing from Rotterdam April 17th S.S. "Raglan Castle."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Apr 1909 Ansd.

Petitioner's Exhibit 1225. 11773

G. No. 418.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 15th, 1909.

To the Parties:

White Star £ 5 Greek rate. 11774

By G. 409 the Parties are informed that the White Star Line made a rate of £ 5 off Cherbourg for Greek and Oriental passengers. When they advised me of this rate I asked how they considered this consistent with Byelaw 18 and upon receipt of their reply that it was for adjustment purposes I wired them, that adjustment measures were also subject to Byelaw 18. The White Star Line then wrote me the following letter:

> "We are in receipt of your favour of the 3rd instant confirming telegrams passed with regard to the recent reduction made in our third class 11775
> rate off Cherbourg for Greek and Oriental business, and, in reply thereto, can only repeat the information given in our telegram of the 3rd instant, that the change in rate has been made with the view of adjusting our pool position in accordance with Article 11 of Agreement AA. it being incumbent upon the Lines to adopt measures calculated to bring about a correct adjustment.
>
> "The British Lines' third class rates for British, Scandinavian and Continental business

11776 *Petitioner's Exhibit 1225*

are not on a uniform basis and it has, as you are of course aware, been the practice to apply rate alterations to the different traffic and ports according to circumstances.

"We have for some time been quoting the following rates for Continental business:

"Riga, Libau, 200 Marks gross.

"Hamburg, Bremen, Rotterdam, Antwerp, 180 Marks gross.

"Havre, 160 Marks gross or 181.25 fcs. nett.

"Cherbourg, 150 Marks gross or 168.75 fcs.

11777 nett.

"We therefore fail to see how it can be assumed we are adopting a special rate for Cherbourg business when our action is only continuing a long established policy."

It is this letter to which the following letter from the Hamburg American Line refers:

"We do not agree with the standpoint taken up by the White Star Line in regard to their quoting special rates for Greek and Oriental passengers off Cherbourg without having previously obtained the consent of the other par-

11778 ties.

"It is quite true that the British Lines' third class rates for British, Scandinavian and Continental business are not on a uniform basis, but to the best of our knowledge the rates within each class of business are, so that for instance there are not two or more rates (*i. e.* ocean rates) at the same time in force for British passengers embarking on the same steamer for the United States, or two or more rates for Scandinavian passengers embarking on the same steamer at Liverpool for the United States

11779

or Canada. This is at least the established principle governing the rates for Continental business.

"The Agreement AA. in its main body does not make any difference as to British, Scandinavian and/or Continental passengers; it is only said in Appendix 1, under 2), that for British and Scandinavian business present rules and regulations are to apply. Nor does Agreement A.A. exclude the Continental Lines from carrying British or Scandinavian business. This obligation is, however, contained in Clause 13 of Agreement Z of even date, which forms a complement to Agreement A.A. It is to Agreement Z we must look for the definition of a Continental passenger, which is given in Clause 3 as follows:

11780

"A Continental passenger is (a) every passenger carried by the Lines parties to this agreement coming from or via ports between Cronstadt and Bordeaux inclusive."

"The distinction which the White Star Line seeks to import into Agreement A.A. between Continental and Greek and Oriental passengers is arbitrary and in contradiction with the rules established by contract. It is a distinction which is contained in another Agreement on Mediterranean business, which has nothing to do with the Agreements A.A and Z. A Greek or Oriental passenger embarking at Cherbourg or coming via Cherbourg is a Continental passenger in the sense of Agreement A.A. or Agreement Z. as well as any German, French or Swiss, etc. passenger embarking at or coming via Cherbourg. Quoting for the latter a regular rate of M 150 gross=Fcs. 168.75 net, and for the former £5 net=Fcs. 125 net.

11781

11782 *Petitioner's Exhibit 1225*

means quoting a special rate for a part of the Continental business, and, without having obtained the previous consent as prescribed by Byelaw 18, is against the contract.

"If the White Star Line say in their letter of 7th inst. that they are only continuing a long established practice, then we must own that we were not aware thereof for the time the Agreement A.A. is in existence, otherwise, we would have protested forthwith.

"Looking at the position of the White Star
11783 Line in the General Pool we quite appreciate that they are adopting measures to adjust the pool-position. However, introducing special rates for a part of the Continental business is not only against the rules, but in our opinion an insufficient measure, and we therefore move that the White Star Line reduced their Continental rate allround and withdraw their special rate for part of Continental business."

Will the White Star Line and also the other A. C. Lines please let me know their position with regard to the motion of the Hamburg American Line.

Respectfully,

11784

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Apr. 1909. Ansd.

Petitioner's Exhibit 1226. 11785

G. No. 419.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 19th, 1909.

To the Parties:

North West Transport Line.

The Red Star Line report the following further passenger transports for the Atlantic Express: 11786

	Passengers
April 15th from G. Zürcher, Chiasso	43
" 16th from G. Zürcher, Chiasso	65
" 15th from Universal Reisebureau, Vienna	4
" 17th from Universal Reisebureau, Vienna	2
	114
brought forward from G. No. 417	106 1/2
reported for S. S. "Raglan Castle" Total	220 1/2

11787

of these 110 1/2 were booked by Universal Reisebureau, 110 were booked by G. Zürcher (nearly all from Corecco & Brivio).

I have not yet received any news if "Raglan Castle" left Rotterdam April 17th, and with how many steeragers.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Apr. 1909 Ansd.

11788 **Petitioner's Exhibit 1227.**

G. No. 420.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 20th, 1909.

To the Parties:

White Star £5 Greek rate. (G. No. 418)

11789 White Star, referring to G. No. 409 write:

> "We would refer you to ours of the 7th instant (G. No. 418) which has crossed your G. 409 embodying letter from North German Lloyd."

In connection with the above point is the following letter from Lloyd:

> "With reference to circular letter G. No. 418, we can not but share the opinion of the Hamburg American Line that the White Star Line's £5 rate off Cherbourg for Greek & Oriental business must be considered a special rate which,
11790 according to Bye-Law 18 Agreement A. A. is subject to the approval of the Lines.
>
> "As to the motion of the Hamburg American proposing a general reduction on the White Star Line's continental rates, we think it well to draw attention to the fact that, while the carryings of the British Conference Lines at the beginning of the year usually remain behind their share, they are generally in excess of it during the rest of the year, which is proven by the following figures:

Petitioner's Exhibit 1227 11791

Landed	1905	1906	1907
January-April			
Continental Lines	152293	142549	150167
British Line	72640	75859	76585
British Lines' share	32.30%	34.80%	33.80%
May-December			
Continental Lines	208121	267083	315095
British Lines	134679	186353	202217
British Lines' share	39.00%	41.10%	39.10%
January-December			
Continental Lines	360414	409632	465262
British Lines	207319	262212	278802
British Lines' share	36.50%	39.00%	37.50%

11792

"In view of this fact we do not wish to press the White Star Line for the present to reduce their rates if they think they will be able to make up their minus without any such reduction." 11793

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Apr. 1909. Ansd.

11794 **Petitioner's Exhibit 1228.**

G. No. 421.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 20th, 1909.

To the Parties:

Communications to parties outside of the Agreements.

The Norddeutscher Lloyd write:

11795 "The attention of the Lines has repeatedly been called to cases of non-compliance with Bye-Law 15, Agreement A.A. and to the possible consequences thereof. Another very serious case of this nature has recently come to our notice. We have been informed on very good authority that the Italian Commissariate are not only informed of the existence of the "Atlantic Conference" but know all the rules and regulations governing it, in fact this authority is said to be so well informed of all the conditions of the said contract that they appear to be in possession of a copy of same. As the Italian Lines, so far as we know, have never
11796 been supplied with any copies or extract of this agreement, no blame can be thrown on them and we fear that the indiscretion can only have been committed by a party to the A. C. In view of the above we consider it our duty to again impress upon the Lines the absolute necessity of keeping these contracts secret and not allowing them to pass into hands of people who have not directly to deal with them."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Apr. 1909. Ansd.

Petitioner's Exhibit 1229. 11797

G. No. 422.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 20th, 1909.

To the Parties:

North West Transport Line. 11798

I informed the Parties that S. S. "Raglan Castle" left Rotterdam on Monday April 19th with 274 steeragers. As 220 1/2 steeragers are reported in G. No. 419 from the Continent, it is to be supposed that the rest of 53 1/2 steeragers were booked in England.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Apr. 1909. Ansd.

11799

11800 **Petitioner's Exhibit 1230.**

G. No. 423.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 23rd, 1909.

To the Parties:

II Cabin rates.

11801

As stated in byelaw 122 a general advance in the II Cabin rates was proposed by the British Lines subject to the Continental Lines agreeing amongst themselves and further subject to an understanding between the Allan Line, Havre service and the Cie. Gle. Transatlantique. As to the latter proviso I hear from Transat that the Allan Line wanted to take the matter up by correspondence but so far have not done so.

Respectfully,

11802

Defendants' Exhibit 103. 11803

G. No. 424.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, April 23rd, 1909.

To the Parties:

North West Transport Line.

By G. No. 407 the Lines know, that the reports on Italian passengers for the N. W. T. L. have been regularly sent to the Secretary of the Italian Lines. 11804

To-day I received the following letter from him:

"* * * En me réferant ensuite à ma lettre du 23 Mars je désire vous entretenir sur la question concernant les passagers italiens qui se rendent à Rotterdam pour s'embarquer sur les bateaux de la North West Transport Company.

"Le spect. Lloyd Italiano n'a pas manqué de télégraphier aux propres Agents à New York en leur communiquant les réclamations de toutes les Compagnies de Navigation à cause de l'acceptation de leur part de la représentation de la North West Transport Co. en 11805
s'agissant d'une concurrente dans le service du transport des emigrants italiens via Rotterdam.

"Les Agents du Lloyd Italiano lui ont repondu en declarant que de leur coté ils se sont refusés à la proposition de la Ligne susdite d'etablir un service italien et que par conséquant ils ne vendent ni Outwards, ni Prepaids.

"Je vous informe que malgré une telle communication le Lloyd Italiano continue la correspondance avec ses Agents pour essayer de

11806 *Petitioner's Exhibit 1231*

leur faire abandonner l'Agence de la N. W. T. C., bien que ces Agents né se mêlent pas du trafic des passagers italiens via Rotterdam.

"J'aurai soin de vous participer en son temps le résultate des démarches du Lloyd Italiano."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Apr. 1909. Ansd.

11807

Petitioner's Exhibit 1231.

G. No. 425.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, April 24th, 1909.

To the Parties:

Proposed second cabin Pool.

11808 In accordance with Minute 115 I beg to send some copies of statistics of passengers forwarded in second class and intermediate in the years 1899—1908 west and eastbound; they are drawn from "Strasser's Statistics." As to the figures for 1908 I beg to say that they are still to be corrected in accordance with the final "Strassers Statistic" for 1908, which will be prepared as soon as I have received the corrected figures from Mr. Sandford.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 27, Apr. 1909 Ansd.

Petitioner's Exhibit 1232. 11809

G. No. 426.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 26th, 1909.

To the Parties:

North West Transport Line.

The 274 steeragers reported in G. No. 422 which sailed with S. S. "Raglan Castle" April 19th from Rotterdam to Halifax and New York were composed as follows: 11810

	for Halifax	for U. S. A.	Total
from Italy	96	29	125
" Russia	37	72	109
" England	23	9	32
" Rumania	4	—	4
" Hungary	—	3	3
" Austria	1	—	1
	161	113	274

Of the 32 steeragers from England 9 came from London and 23 from Liverpool. Nearly all the passengers which the N. W. T. L. so far has got from Liverpool are Armenians. Are there no means to get hold of them for a Conference Line, so as not to let the N. W. T. L. get them? 11811

S. S. "Volturno" which left New York as reported in G. No. 415 with 40 steeragers debarked her steeragers on a tug at Hoek van Holland April 23rd and proceeded at once to Hamburg. The tug landed the steeragers at the station of Rotterdam.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 28 Apr. 1909. Ansd.

11812 **Petitioner's Exhibit 1233.**

G. No. 427.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 26, 1909.

To the Parties:

11813 *Pooling passengers to & from Newfoundland. (G. No. 416.)*

On this point the following letters have been received from the

Anchor Line:

"We have perused the letters sent to you by the Allan Line on this question and we also note the remarks you make on these letters. In our view we can only say that we entirely agree with your contention. At the Paris Meeting held on the 25th March, the question of pooling passengers that had been carried by the French Line to St. Pierre was not meant
11814 to cover traffic to Newfoundland. The traffic concerned was solely that of Fishermen going out *direct* to the port of St. Pierre and or by special steamers. The question of carryings to and from St. Johns Newfoundland or other port under the ordinary tariff was not thought of at Conference."

Allan Line:

"We have your circular G. No. 416, dated 14th inst. and with reference to your conclud-

Petitioner's Exhibit 1233

11815

ing paragraph we have to point out that our existing percentages under Agreement "A. A." Eastbound, and under agreement "Z" Westbound, are not based exactly on the actual numbers carried in any stated period. The percentages were arrived at as the result of negotiation and agreement between the parties."

Further correspondence is to no purpose. If the Allan insist on the 153 passengers which they state to have carried from Newfoundland last year not being pooled, they will have to bring their claim to arbitration.

11816

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Apr. 1909 Ansd.

11817

11818 **Petitioner's Exhibit 1234.**

G. No. 428.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 26th, 1909.

To the Parties:

11819 *North We[illegible] Transport Line.*

Mr. Sandford writes:

"S. S. 'Uranium,' scheduled Eastbound 24th April.

"The 'Small' Committee has considered the competition and has recommended that no action be taken. Eastbound business is, of course very light, and it hardly seems worth while to take any competitive action until further developments may indicate that protective steps are justified."

Respectfully,

11820

P. S. S. S. "Uranium" sailed Saturday, April 24th from New York with 100 steeragers.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Apr, 1909 Ansd.

Petiitoner's Exhibit 1235. 11821

G. No. 429.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 28th, 1909.

To the Parties:

II. Cabin rates. 11822

As to the proposed advance in II cabin rates I beg to rectify circular letter G. No. 425 in the direction that the proposed advance should only refer to Continental rates and that this proposition was made by the Continental Lines.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 30 Apr. 1909. Ansd.

11823

11824 **Petitioner's Exhibit 1236.**

G. No. 430.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 29th, 1909.

To the Parties:

II. Cabin rates (G. 429.)

In reply to G. No. 423 the Allan Line write:

11825 "We have to say that we feel strongly that the minimum second cabin rates at present in force for our Havre service are fixed too high, and we cannot entertain any advance. On the contrary, we have to propose a reduction. Our difficulty could not be removed by negotiation with the Cie. Gle. Transatlantique as the competing rates by some of the British Lines are even more unfavorable to our service than any rates in force by the Cie. Gle. Trans. As one instance of this we would mention the following rates made *from Paris* by the Liverpool steamers of the White Star & Dominion Line:

11826

By 'Laurentic' and 'Megantic'	280 francs.
'Canada' and 'Ottava'	265 francs.
'Dominion' and 'Vancouver'	250 francs.

"This compares with our minimum rate of 250 francs *off Harve* by our steamers 'Sicilian' and 'Corinthian,' which steamers should of course be in a position to quote a lower rate than the much larger and faster steamers of the Liverpool service. In these circumstances we do not see that we can make any progress by corresponding with the Cie. Gle. Transatlantique."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 May, 1909. Ansd.

Petitioner's Exhibit 1237.

11827

G. No. 431.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 29th, 1909.

To the Parties:

II Cabin statistics. (G. No. 425.)

11828

In the statistics of II cabin passengers I regret to say have occured several errors bearing westbound on the years 1899—1903 and eastbound on 1905 and 1906 I therefore beg to request to destroy the sheets showing said years and to substitute them by the enclosed ones.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 May, 1909 Ansd.

11829

11830 **Petitioner's Exhibit 1238.**

G. No. 432.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 30th, 1909.

To the Parties:

Arbitration clause 107.

I beg to promulgate the following statement of the Cie. Gle. Transatlantique *re* the proposed reduction in I and II class rates of Mauretania, Lusitania,
11831 Caronia, Carmania, Oceanic and Adriatic:

"Under Agreement W the steamers:
'Adriatic'
'Carmania'
'Caronia'
'Oceanic'

are to quote the minimum rate of £12 off Continental ports for second class business.

"On the 25th of March in a meeting held in Paris the Cunard Co. & White Star Line seeked to obtain a lower minimum rate for the above named steamers, and they asked that the min-
11832 imum rate stipulated in agreement W should be reduced by ten shillings. This reduction was granted to them by the members of the Atlantic Conference with the exception however of the Allan Line and the Cie. Gle. Transatlantique.

"The Cie. Gie. Transatlantique cannot possibly accept such a reduction, for it would upset the classification adopted in London on February 5th, 1908 which seemed to every one concerned to be just and fair. Were the Cu-

Petitioner's Exhibit 1238 11833

nard Co. & White Star allowed to quote £11. 10.0 off Continental ports for their steamers 'Adriatic,' 'Caronia,' Carmania,' 'Oceanic' it would mean that these steamers which are of recent built (at least the first three ones) and whose tonnage is 24500 & 19500 respectively are entitled to the same rate as 'La Savoie' & 'La Lorraine' steamers of 11,000 tons which have already been running 9 years in the New York service. Such a result would be an anomaly and it is evident that there must be a differential of at least 10 shillings between 11834
'Adriatic,' 'Carmania,' 'Caronia' & 'Oceanic' on one side and 'La Savoie' & 'La Lorraine' on the other.

"Besides, the Strassers' statistics do not show that the year 1908 (the first year of the Agreement W) was not favorable to the White Star & the Cunard Line as far as second class business is concerned.

"According to the said statistics there was a large decrease in the number of second class passengers carried by all the lines in 1908 compared with the same carryings in 1907. This decrease amounts to 27.4% West and 3.5% East. 11835

"In spite of this the White Star Line & the Cunard Co. have not only fully maintained their position in the general traffic but, as it will be seen from the following figures, they have strengthened it. The Cie. Gle. Transatlantique on the other hand has been loosing ground.

11836 *Petitioner's Exhibit 1238*

1. Cunard S. S. Co.

	1907	1908	Gain	Loss
West	7.68	10.61	2.93	
East	10.37	12.91	2.54	

2. White Star.

West	8.22	9.55	1.33	
East	9.38	10.51	1.13	

3. Transat.

West	4.79	4.90	0.11	
11837 East	5.54	5.37		0.17

"Looking thro' Mr. Peters' statistics one finds that from the 1st of March till the 31st of December, 1908 the following number of second class passengers were carried by each of the following boats:

	Minimum	Passengers	Trips	Average
Amerika	£ 13	2480 (2423)	10	248 (242).
Aug. Vic.	£ 13	2178 (2182)	9	242 (242).
Cecilie	£ 13	2122 (2173)	10	212 (217).
Adriatic	£ 12	2251 (2241)	11	204 (204).
Kaiser W. II. ..	£ 13	1962	10	196
11838 Provence	£ 12	1889	10	189
Deutschland ...	£ 13	1260 (1244)	7	188 (178).
Kaiser W. d. G.	£ 13	1774 (1842)	10	177 (184).
Caronia	£ 12	1313	8	164
Carmania	£ 12	1154	7	164 (165).
Savoie	£ 12	1137	7	162
Lorraine	£ 13	1447	10	144
Oceanic	£ 13	1307 (1298)	11	118 (118).

"It follows that the 'Adriatic' has practically had the same average of passengers than the "Kronprinzessin Cecilie" and has carried more

Petitioner's Exhibit 1238

11839

than the Lloyds Kaisers steamers & 'Deutschland.' One cannot say therefore that the 'Adriatic' has any reason to complain. As to 'Caronia,' 'Carmania' they do not seem to have been fully employed; they have done better however than 'Savoie' & 'Lorraine' and especially than the latter. 'Oceanic' evidently has sustained a set back.

"The Cie. Gle. Transatlantique do not think therefore that there is any special reason for allowing a reduction of 10/—to the steamers 'Adriatic,' 'Carmania,' 'Caronia' & 'Oceanic.' They ask the arbitrator to declare that no change is to be made in the present schedule of agreement W or if a reduction is granted to the White Star & the Cunard Co., that the Cie. Gle. Transatlantique is also entitled to take ten shillings off their minimum rates under agreement W and to quote for their steamers for second class business the following minimum rates.

11840

'Provence	£ . 11	.10	.0
'Savoie,' 'Lorraine'	£ . 11	.0	.0
'Touraine'	£ . 10	.10	.0
'Bretagne,' 'Chicago,' 'Gascogne'	£ . 9	.10	.0

11841

CIE. GLE. TRANSATLANTIQUE."

As to the figures drawn by Transat from the weekly statistics I beg to say that upon investigation I found some small divergencies which I took the liberty to note in brackets.

I would request the Cunard and White Star Lines to give their replies to the above statement in two copies one for Mr. Wilding and one for me to Mr. Smyth.

Respectfully,

11842 **Petitioner's Exhibit 1239.**

May 10th, 1909.

The Secretary,
North Atlantic Passenger Conference,
James Street,
Liverpool.

Dear Sir:

Revision of Second class rates.

Referring to Secretary Peters' letter of the 30th ultimo, G. No. 432, with regard to Minute No. 107 of the Paris meeting of March 25th, 1909, we beg to submit the following for the consideration of the
11843 Arbitrator.

In the first instance we wish to draw the arbitrator's attention to the minute in question, which reads as follows:

> "All Lines, except as mentioned below agree to reduce the present agreement First class rates of 'Mauretania' and 'Lusitania' and the Second class rates of 'Caronia' 'Carmania' 'Oceanic' and 'Adriatic' by 10/—or its equivalent in each case, eastbound and westbound.
>
> "In view of Allan Line's objection to both classes, and Cie. Gle. Transatlantique to the Second class the proposed alterations to be
> 11844 referred to Mr. Wilding for arbitration."

It has since transpired however, that only Transat object to the proposed reduction of 10/—in the Second class rates of the "Adriatic" and "Oceanic."

Dealing with the case submitted by the French Line against this reduction, we wish to point out that the first set of figures quoted by them giving percentages are misleading, as they are based on total carryings which include a number of Lines not parties to Agreement 'W.' We would further submit that Agreement 'W' is in no sense a pooling agreement, and that

Petitioner's Exhibit 1239 11845

the individual steamers are rated on certain broad lines, and such rating has no relation to the total carryings by any one Company. For instance, a Company bringing out a number of new steamers in one year would naturally considerably increase its carryings, but under this Agreement the other Lines could not on that account demand that the rates for its various steamers should be advanced.

Our argument is, (and we believe this will not be disputed) that each steamer has to be rated on its own merits and not in relation to the total carryings by the Company.

To deal with each steamer separately, we will first 11846
mention the

"Oceanic." Under the Second class Agreement of March, 1905, this steamer was rated at (off Continental port).....£11. 0. 0. She thus enjoyed a differential of 10/—against the steamers "Amerika," "Kaiserin Auguste Victoria" and the twin-screw steamers of the Cie. Gle. Transatlantique, which were rated at....£11. 10. 0.

Under the Agreement "W" the "Oceanic" is rated at £12. 0. 0..... (off Continental port)—an advance of £1. 0. 0.

The rate for the twin screw steamers "Lorraine" and "Savoie" was undisturbed, they remaining at... 11847
£11. 10. 0. This meant that the differential of ten shillings which was formerly accorded to the "Oceanic" was reversed in favor of the former steamers, although of more recent construction than the "Oceanic" and of about equal speed.

The rate for the "Amerika" and "Kaiserin Auguste Victoria" although of more recent build than "Oceanic" was only advanced by 10/—, as against an advance of £1 made for the "Oceanic."

These changes have undoubtedly had an adverse effect on the "Oceanic's" bookings as the figures appended will show:

11848 *Petitioner's Exhibit 1239*

WESTBOUND.

Average number of passengers per sailing.

	1905.	1906.	1907.	1908. 1st March-31st December.
"Oceanic."	167.	176.	209.	99.

(These figures are the average number of passengers carried during the years named but exclude the numbers carried in August and September.)

EASTBOUND.

11849

Average number of passengers per sailing.

	1905.	1906.	1907.	1908. 1st March-31st December.
"Oceanic."	126.	145.	131.	86.

"Adriatic." In the case of the "Adriatic," this steamer is rated under the present agreement in the same class as the "Provence," "Amerika" and "Kaiserin Auguste Victoria," whereas the steamers "Lorraine" and "Savoie" are rated at 10/—less, and it is apparent, in view of the figures we beg to submit, that the "Adriatic" has been excessively rated.

11850 In conclusion, we give the following comparative statistics of steamers sailing with the "Adriatic" and "Oceanic" to and from Channel ports, which under the present agreement quote level rates. In the case of the "Lorraine" and "Savoie" the rate for these steamers is £11. 10s.

These figures speak for themselves and clearly show the loss the "Adriatic" and "Oceanic" have sustained. August and September are excluded in the Westbound statistics, as during these months the steamers are all full Second class, passengers being shut out for most sailings; hence the rate agreement has then no practical bearing.

Petitioner's Exhibit 1239 11851

WESTBOUND.

	1907. 1st Jan-31st Dec.	1908. 1st Mar-31st Decr.	Decrease.
"Amerika"	247.	242	5.
"Kaiserin A. Vic."	248.	225.	23.
"Adriatic"	306.	138.	168.
"Oceanic"	209.	99.	110.
"Provence"	231.	195.	36.
"Savoie"	191.	150.	41.
"Lorraine"	201.	135.	66.

11852

EASTBOUND.

	1907. 1st Jan-31st Dec.	1908. 1st Mar-31st Decr.	Decrease.
"Amerika"	188.	160.	28.
"Kaiserin A. Vic."	210.	202.	8.
"Adriatic"	166.	103.	63.
"Oceanic"	131.	126.	45.
"Provence"	126.	113.	13.
"Savoie"	105.	98.	7.
"Lorraine"	92.	98.	
			(increase) 6.

11853

We therefore formally request the Arbitrator to reduce the rates of the "Adriatic" and "Oceanic,"

for Continental business to.....£11. 10. 0.
for British business to.....£10. 10. 0.

Yours faithfully,

11854 **Petitioner's Exhibit 1331.**

G. No. 433.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 30th, 1909.

To the Parties:

North West Transport Line.

11855

The Red Star Line wired me that yesterday 120 Italians passed Antwerp for N. W. T. L., the majority of which on being interrogated declared having booked with Corecco & Brivio.

It seems that several of the A. C. Lines are in direct or indirect connection with this firm and if this be so, Byelaw 20 no doubt would apply. It is true that Corecco & Brivio are also agents of the Cie. Gle. Transatlantique who are not under obligation to disqualify that firm but if they find that a strong warning should have no effect perhaps they might be disposed to join, if they could be made sure, that then
11856 Corecco & Brivio would be limited to the N. W. T. L.

The comparative high number of 100 steeragers by the "Uranium" last Saturday from Newyork is no doubt due to the recent advance in Continental steerage rates and it must be expected that the following sailings will show similar results. I do not see, why recourse can not be taken to Byelaw 20 with regard to Messrs. C. B. Richard & Co. or why not the A. C. Lines could put before the alternative either for us or for N. W. T. L. but not for both.

Petitioner's Exhibit 1331

11857

If the lines were unanimous in this respect they would also back the Lloyd Italiano in their position against C. B. Richard & Co.

The Russamerika inform me, that their agent in Minsk has received an offer of Roubles 52 off Rotterdam from Kahan, London.

Gradually the N. W. T. L. will get ground more and more unless more serious steps are taken to meet it than hitherto.

Action of the "small committee" in Newyork might have some effect on their eastbound traffic but with the present continental rates it would be rather expensive. If the Russamerika could arrange their eastbound sailings to meet those of the N. W. T. L. they might be a good opposer, as considering their big shortage they could reduce their rate to make it up.

11858

A report just received from the Red Star Line shows that from April 18th to 27th 120/1, 5/2 passed Antwerp, all booked by the Universal Reisebureau and besides on 27th, 4 passengers from Zürcher, Chiasso.

I am waiting if any of the Parties wish to make proposals.

Respectfully

P. S. Besides the passengers mentioned above there passed Antwerp yesterday 51 passengers from Universal Reisebureau, to-day 31 and 12 from Zürcher making 343 in all. The last steamer of the N. W. T. L. on April 19th got 274, whilst the "Volturno" which is to sail from Rotterdam may easily come up to 400.

11859

(Stamped): North Atlantic Passenger Conference. Received 3/5 1909. Acknol'd 1909 Answered 1909.

11860 **Petitioner's Exhibit 1240.**

G. No. 434.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 1st, 1909.

To the Parties:

11861 As next week I have to go to London for a meeting I intend to avail of that opportunity to verify the Statistics of the British Lines. I shall inform in due time the different Lines when I expect to call on them.

Respectfully,

11862

Petitioner's Exhibit 1241. 11863

G. No. 435.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 3rd, 1909.

To the Parties:

Superlatives. (G. No. 317.)

The Holland America Line sent me an advertisement in a Dutch paper in which the Allan Line is advertised as "the best and fastest connection between Holland and Canada;" upon representation to the 11864
Allan Line the latter answer that they make their withdrawal of the advertisement dependent upon the White Star Line's withdrawing their handbills regarding the Laurentic in which this steamer is declared to be the largest and most modern steamer in the Canadian trade.

The White Star with whom I communicated answer:

> "When this matter was discussed in Paris, it was understood that no objection could be taken to superlative references provided they are confined to statements of fact and are not merely matters of opinion, and we therefore 11865
> consider ourselves justified in making the statement that the "Laurentic" is the largest and most modern steamer in the Canadian trade.
>
> "The superlative adjective 'best' implies an expression of opinion, and not necessarily of fact, and it is therefore open to question whether any Line or steamer can justifiably put forward this claim, and we for our part consider that it is a phrase which should be barred."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5 May, 1909. Ansd.

11866 **Petitioner's Exhibit 1242.**

G. No. 436.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 4th, 1909.

To the Parties:

North West Transport Line. (G. 433.)

11867 The Red Star Line report the following passengers for the North West Transport Line:

April 29th from Universal Reise-Bureau, Vienna 51 1/2 passengers.

April 30th from Universal Reise-Bureau, Vienna 30 passengers.

April 30th from Zürcher 12 passengers.

May 1st from Universal Reise-Bureau, Vienna 15 passengers.

The 12 passengers from Zürcher contend to come from Ezio Corecco at Brieg.

As I informed the parties the Volturno left Rotterdam on Saturday night with 32 cabin passengers and
11868 387 steeragers, of which about 230 with Halifax for destination.

Of the steeragers were according to the reports of the Red Star Line:

216 adults, 6 children from the Universal-Reisebureau, Vienna, and 16 from Zürcher, Chiasso = 238 souls, so that 149 steeragers must have come from elsewhere.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept
Recd. 6 May, 1909. Ansd.

Petitioner's Exhibit 1243. 11869

G. No. 437.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 6th, 1909.

To the Parties:

Arbitration under Minute 107. (G. 432.). 11870

The Allan Line write:

> "Referring to your G. No. 432, we note that in their statement to the arbitrator on the proposed reduction in first and second class rates, the C. G. T., ask the arbitrator to decide that no change is to be made in the present schedule, or *alternatively* that if a reduction is granted to the White Star and Cunard Lines, that the C. G. T. is entitled to a similar reduction. In view of this alternative claim put forward by the Compagnie Generale Transatlantique, we have to make a similar claim on behalf of the 11871
> Allan Line, viz., that in the circumstances contemplated the Allan Line should be allowed to reduce its first and second class rates by ten shillings and so preserve the existing differentials."

I informed Mr. Wilding of the above claim of the Allan Line.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 10 May, 1909 Ansd.

11872 **Petitioner's Exhibit 1244.**

G. No. 438.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 6th, 1909.

To the Parties:

Arbitration Allan—White Star Line. (G. No. 396.)

The Allan Line and simultaneously the White Star Line send me the following copy of a letter from Sir
11873 Robert Finlay, conveying his decision on the preliminary question (vide letter No. 19 of G. No. 377). The copy reads:

"4 Temple Gardens,
London, E. C.,
April 30th, 1909.

"Dear Sirs:

ALLAN & WHITE STAR LINES

ARBITRATION.

"I decide that the White Star Line are parties to and bound by the Agreement "A. A."

"I reserve the question of costs until the Arbitra-
11874 tion shall have been contemplated.

Yours faithfully,
(Signed.) R. B. FINLAY.

To.
Messrs. Wright, Johnston & Mackenzie,
Glasgow,
and
Messrs. Hill, Dickinson & Co.,
Liverpool.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 10 May, 1909. Ansd.

Petitioner's Exhibit 1245. 11875

G. No. 439.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 6th, 1909.

To the Parties:

Revival Byelaw 22.

I received the following information of April 27th from Mr. Sandford on the working of the small Committee:

11876

"First steamer under consideration was 'Uranium,' sailed hence April 24th. 'Small Committee' considered the competition and reported informally and in large measure verbally that although the net rate was supposed to be $23, it seemed desirable not to put on an opposition rate—taking this somewhat as an experiment justified by the small numbers carried by the previous sailing of the Northwest Transport Line.

"For your information, we cabled, April 26; 'Uranium 95.' The other steamers sailing on April 24, with their third class figures, are as follows:

11877

New York,	141	Floride (French)	6
Furnessia,	90	K. A. Victoria	616
Carmania,	266	Lapland	325
Baltic	158.		

"Above, in the opinion of 'Small Committee' amply proves that their report was conservative and justified."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 10 May, 1909 Ansd.

11878 **Petitioner's Exhibit 1246.**

G. No. 440.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1909.

To the Parties:

Superlatives. (*G. 435.*)

11879 The Allan Line write:

"Referring to your circular G. No. 435, we must protest against your gross misrepresentation in that circular of our letter to you. In our letter we clearly stated that we had no objection to altering the wording of the Dutch advertisement referred to, but before doing so we wished to understand whether or not it was generally agreed that the use of superlatives was barred by Article 16. We mentioned the advertisements of the White Star Line only as instances of the continued use

11880 of superlatives by other Lines, and our letter gave you no ground for saying that we made our withdrawal of the Dutch advertisements dependent upon the White Star Line withdrawing their handbill. As you did not circulate our original letter, we must ask you to circulate this correction of your present circular.

"As to the letter from the White Star Line, we have only to say that it is evident from this that there is no agreement as to the effect of Article 16. We are directing our agents to alter the Dutch advertisement complained of

by the Holland-America Line, as we are anxious to avoid including in our advertisements anything offensive to the other Lines in Conference. At the same time, in view of the attitude adopted by the White Star Line, we have to say that we shall not feel in any way bound to make similar alterations in future."

I am sorry to say that I mistook the letter referred to by the Allan Line, which reads:

"We have your letter of 20th inst., enclosing copy of letter from the Holland-America Line with regard to the advertisements of our 11882
Line in some Dutch newspapers.

"We were not aware of the wording of these advertisements, and would be quite willing to take steps to have any objectionable words removed. Before doing so, however, we wish to know whether all Lines agree that the use of superlatives in advertisements is excluded by the terms of Article 16 of Agreement 'A. A.' For our own part we are quite willing to agree to this interpretation of Article 16, but we think it is obvious that if this interpretation is to be binding on any Line, it must be accepted by all Lines. At present this does not seem 11883
to be the case, and we beg to call your attention to the enclosed circular of the White Star-Dominion Canadian service which is only one instance of the frequent use by Lines parties to Agreement 'A. A.' of superlatives, which necessarily imply comparison unfavorable to competing Lines in Conference."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept Recd. 13 May, 1909. Ansd.

11884 **Petitioner's Exhibit 1247.**

G. No. 441.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1909.

To the Parties:

North West Transport Line. (G. No. 436.)

The Red Star Line advise the following arrivals of passengers for the North West Transport Line:

11885 5th May from Universal Reisebureau 47 1/2 passengers.

6th May from Universal Reisebureau 30 passengers.

7th May from Universal Reisebureau 6 passengers.

8th May from Universal Reisebureau 45 5/2 passengers.

Total 128 6/2 passengers.

Of the passengers for the "Volturno" May 1st were:

	for Halifax	for U. S. A.	Total
Russians	63	102	165
Hungarians	8	6	14
Italians	121	27	148
Bulgarians	—	2	2
11886 British	15	17	32
Austrians	2	23	25
Servians	1	—	1
	210	177	387

Of the 32 passengers from England 3 came from London and 29 from Liverpool.

The next steamer of the N. W. T. L. the "Uranium" is advertised to leave Rotterdam on 15th instant.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 May, 1909. Ansd.

Petitioner's Exhibit 1248. 11887

G. No. 442.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1909.

To the Parties:

II Cabin rates. 11888

In reply to G. No. 430 the White Star Dominion Canadian service write:

> "Referring to your circular letter of April 29th (G. No. 430) we beg to say that the rates from Paris referred to are based on the Agreement minimums as per agreement "W" plus 20/. from the Continental port to Liverpool (Dieppe in this case) and plus the cost of transportation Paris to the Continental port."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. 11889
Recd. 13 May, 1909. Ansd.

11890 **Petitioner's Exhibit 1249.**

G. No. 413.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1909.

To the Parties:

11891 Referring to the monthly statements and the summary statement for April I beg to request the parties to make the following payments:

Anchor Line	to	Allan Line	£	24.
" "	"	American Line	"	2853.
" "	"	Dominion Line	"	408.
" "	"	Canadian Pac. Ry. Co.	"	236.
White Star Line	"	Continental Lines	"	4722.
" " "	"	Allan Line	"	209.
Cunard Line	"	Continental Lines	"	15502.
Donaldson Line	"	Allan Line	"	156.

The Cunard Line and White Star Line will kindly send their checks for the Continental Lines to me.

Respectfully,

11892 H. PETERS, Sup.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 May, 1909. Ansd.

Defendants' Exhibit 104. 11893

G. No. 444.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1909.

To the Parties:

Payments to the Russian East Asiatic S. S. Co. 11894

According to Form 35, No. 4 the following payments have to be made to the Russian East Asiatic S. S. Co. for the month of April:

N. D. L. V. Lines	£ 1636.
Allan Line	" 50.
Anchor Line	" 101.
American Line	" 205.
Dominion Line	" 102.
White Star Line	" 296.
Cunard Line	" 400.
Canadian Pacific Ry. Co.	" 34.
	£ 2824.

11895

The parties will please inform me when they have made the remittances.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 14/5—1909 Acknl'd 1909 Answered 1909.

11896 **Petitioner's Exhibit 1250.**

G. No. 445.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1909.

To the Parties:

11897 *Arbitration under Minute 107. (G. No. 437.)*

The Norddeutscher Lloyd write:

> "Referring to circular letter G. No. 437 the Arbitrator in our opinion has to decide whether the reductions asked for by the Cunard Line and White Star Line are to be granted in spite of the objections raised by the Cie. Gle. Transatlantique and the Allan Line, but that a reduction of the rates of the latter two Lines is not to be considered. Clause 107 certainly does not warrant such action which would undoubtedly lead to opening the question of cabin
> 11898 rates in general."

I send Mr. Wilding a copy of this letter.

Respectfully,

Petitioner's Exhibit 1332. 11899

G. No. 446.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1909.

To the Parties:

The N. D. Lloyd inform me that according to information he has got of late the North West Transport Line interest themselves for business from the Balkan peninsular; they are working it through the medium of the agency of Charles Staehli, Basle and are quoting the following gross rates: 11900

Basle—Halifax Frcs 155.
Basle—Newyork (including headtax) " 175.

The railroad fare Belgrad—Basle is 28 Francs.

Respectfully,

H. PETERS, Sup.

(Stamped): North Atlantic Passenger Conference.
Received 14/5 1909 Acknl'd. Answered 1909.

11901

11902 **Petitioner's Exhibit 1333.**

G. No. 447.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1909.

To the Parties:

North West Transport Line. (G. 441.)

11903 The Holland American Line write that the S. S. "Uranium" which left New York on April 24th with 100 steeragers arrived before Hoek of Holland on the 7th inst. at night; after debarkation of her passengers on the morning of the 8th inst. in a tug, she proceeded directly for Hamburg. The passengers were brought by the tug to the Rotterdam station whence they proceeded the same morning.

The "Raglan Castle" which left New York on the 12th instead of the 8th inst., has got 3 cabin passengers and 127 steeragers.

11904 With reference to G. No. 433 I am today unofficially informed that C. B. Richard & Co. so far General-agents of the N. W. T. L. in Newyork have resigned and that the agency has been transferred to Mr. Vessily formerly manager of Zotti.

The next departures of the N. W. T. L. from Rotterdam are advertised as follows:

S. S. Uranium	May 15th
S. S. Raglan Castle	" 29th
S. S. Volturno	June 12th
S. S. Uranium	" 26th

I am still without reply as to Corecco & Brivio (G. No. 433) who as shown by the reports promulgated are working for the N. W. T. L. Will the B. L. please inform me whether they are willing to join in an eventual disqualification.

Respectfully,

(Stamped): North Atlantic Passenger Conference Received 15/5 1909 Acknl'd 1909 Answered 1909

11906

Petitioner's Exhibit 1252.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1909.

To Hamburg American Line
Holland-America Line
Norddeutscher Lloyd
Red Star Line
Cie. Gle. Transatlantique 11907
Cunard Line
White Star Line
Anchor Line

Enclosed I beg to hand * * * printed copies of the Agreement of May 7th 1909 between the Cunard Line and the Continental Lines.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 15 May, 1909 Ansd.

11908 **Petitioner's Exhibit 1253.**

G. No. 448.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1909.

To the Parties:

North West Transport Line.

11909

In reply to G. No. 433, the Russian American Line inform me that they will hardly be able to arrange their eastbound sailings so as to meet the steamers of the N. W. T. L. as in order to stick to the itinerary on this side their steamers had to leave New York on Wednesday.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 15 May, 1909 Ansd.

11910

Petitioner's Exhibit 1254.

11911

G. No. 449.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1909.

To the Parties:

Byelaw 21.

11912

The White Star Line request me to put on the Agenda of the next A. C. Meeting the question of amending Byelaw 21. They say that under this Byelaw the Minutes of all the meetings have to be considered as forming part of the contracts unless the contrary is expressly stated and that they would like it amended to read that the records of the meeting are merely to be taken as minutes and that they are not to be considered as alterations to the main agreement unless expressly so stated.

I note the matter for the Agenda.

Respectfully,

11913

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 May 1909 Ansd.

11914 **Petitioner's Exhibit 1255.**

G. No. 450.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1909.

To the Parties:

Agent Büchel in Buchs (Switzerland).

The Cie. Gle. Transatlantique write:

11915 "Inclus nous vous remettons des circulaires et divers papiers trouvés sur un passager expédié par l'agence Buchel, de Buchs, dont nous avons parlé à la dernière conférence.

"Vous verrez que Buchel se sert toujours de fiches tricolores; il est vrai qu'elles re présentent les couleurs francaises à l'envers et qu'il peut prétendre qu'il ne vise pas du tout une concurrence contre nous. Mais les compagnies admettront, nous le pensons du moins, que cette facon de procéder est absolument contraire à toutes les règles qui nous régissent.

11916 "De plus, parmi ces papiers se trouve une circulaire attaquant avec violence les agents Klaus, Zwilchenbart et Im Obersteg. Les deux premiers sont nos agents et le dernier représente plus particulièrement l'American Line et la White Star.

"Nous demandons de nouveau la disqualification de H. Buchel, et nous insistons pour qu'elle soit prononcée non seulement par les lignes continentales, mais egalement par les lignes anglaises."

A translation of the circular referred to is attached, besides Transat sent two cards in French colours with

Petitioner's Exhibit 1256 11917

the address of Ivan Buchel, Buks, Switzerland, one of them advising the Route Buks-Paris-Havre and Southampton Cherbourg to America.

Will the Lines please inform me, whether they agree to disqualify the agent Ivan Buchel at Buchs.

Respectfully,

Petitioner's Exhibit 1256.

Appendix to G. No. 450—15/5/09.

For the information of 11918

the Croation travellers

who want to go to America.

The Agent and banker Frank Zotti of Newyork defrauded 2 Million Kronen bloodily earned money of Croation labourers.

Zotti now opens at Buchs, Switzerland three Agencies, one under the name of "Victor Klaus," as manager, a second one under the name of "Zwilchenbart" and the third under the name of "Im Obersteg & Co."

Travelers Croations!

11919 Beware of Zotti's Agency under the name of "Victor Klaus," under the name of "Zwilchenbart" and under the name of "Im Obersteg & Co." at Buchs, for all three of them are from Zotti. These blood suckers would yet like to rob the Croation travellers, for it is yet too little for them to have defrauded 2 Millions Kronen. If you are friends to yourselves fly from these bankrupts who especially pillage the Croation people.

Some friends to the Croation travellers abroad and in foreign countries.

11920 **Petitioner's Exhibit 1257.**

G. No. 450.

Jena, May 15th, 1909.

Agent Büchel in Buchs (Switzerland).

The French Line write:

"We herewith enclose some circulars and papers taken from a passenger forwarded by agent Buchel at Buchs to whom we referred at the last Conference.

"You notice that Buchel always uses tricoloured cards, it is true, they represent the
11921 French colours inside out, and he may pretend that he does not aim at all at competing with us. But the Companies will admit—we think so at least—that this mode of procedure is absolutely contrary to all rules and regulations that govern us.

"Moreover, there is a circular amongst those papers which violently attacks agents Klaus, Zwilchenbart and Imobersteg. The two first referred to are our agents and the latter particularly represents the American Line and White Star Line.

"We request again the disqualification of
11922 Mr. Buchel, and insist upon announcing same not only for the Continental, but also for the British Lines."

A transaction of the circular referred to is attached, besides Transat sent two cards in the French colours with the address of Ivan Buchel, Buchs, Switzerland, one of them advising the route Buchs-Paris-Havre and Southampton Cherbourg to America.

Will the Lines please inform me, whether they agree to disqualify the agent Ivan Buchel at Buchs.

Yours truly,

Petitioner's Exhibit 1258. 11923

G. No. 451.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 15th, 1909.

To the Parties:

Superlatives (G. 440).

The Allan Line write:

"Referring to your circular G. No. 440 and previous circulars on the same subject, we now 11924
beg to advise you that we have made some enquiry as to the Dutch advertisement which has given the Holland-America Lines so much anxiety.

"We regret very much that our familiarity with the Dutch language is too slight to enable us to read this advertisement for ourselves, but we are informed that it is an advertisement issued by Messrs. Ruys & Co., who have represented us as freight agents in Rotterdam for many years, but who do not take anything to do with the passenger business, and that the advertisement is concerned with freight busi- 11925
ness and that only. We presume that the Holland-America Line had no difficulty in reading the advertisement, and therefore must have been aware of this from the first, and we suggest that it is highly improper for any Line to import into the Atlantic Conference matters which have nothing whatever to do with passenger business."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 May, 1909 Ansd.

11926 **Defendants' Exhibit 105.**

G. No. 452.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 17th, 1909.

To the Parties:

North West Transport Line. (G. 448.)

I informed the parties that the "Uranium" left Rotterdam on Saturday night 15th inst. with 436 steer-
11927 agers.

The arrivals for the Atlantic Express were on

May	9th	from Universal-Reisebureau	20	passengers
"	11th	" " "	79	"
"	10th	from Zürcher	1	"
"	13th	from Universal-Reisebureau	80	"
"	14th	" " "	35	"
"	14th	from Zürcher	28	"
			243	

Together with the 134 passengers reported in G. No. 441 the total of passengers traced is 377. The
11928 79 passengers of May 11th had cards of Charles Staehli at Basle, who as the Red Star Line say also works for the Donaldson Line through the medium of Mr. Schyns. Perhaps the Donaldson Line is in the position to bear some influence on their agents as not to advance the interests of any one in connection with the N. T. W. L.

I beg to confirm my Saturday's telegram according to which the "Estonia" of the Russian Eastasiatic will sail in competition against the "Volturno" on the 22nd inst. from Newyork. Besides the Russian Eastasiatic inform me, that they reduced their eastbound rates by $3.

Respectfully,

H. PETERS.
p. Rep.

Petitioner's Exhibit 1259. 11929

G. No. 453.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1909.

To the Parties:

Superlatives. (G. No. 451.)

In reply to G. No. 435 the Hamburg-American Line write: 11930

"With reference to circular No. 435 we beg to state that in our opinion the use of superlatives in advertisements and propaganda-literature ought to be generally abstained from. Superlative references can be made to every object and every steamer of each Line probably has a special character, that could be expressed by a superlative adjective; one could eventually even speak of the largest steamer of a certain country or of the largest company of a country. We cannot, however, see any material value in such way of expressing and we feel no inclination to believe, that by publishing superlatives such as 'the largest and best ships' the number of passengers carried by the publishing line would be increased by a single passenger. Most of the parties are of our opinion in this question and we would be pleased to see the others join our opinion, so that the use of superlatives could be altogether done away with. 11931

"The Cunard Line just now distributes in Switzerland a poster, speaking of 'the largest, finest and fastest ships in the world.' A photo

11932 *Petitioner's Exhibit 1260*

hereof we herewith enclose, which will no doubt interest the parties."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 May, 1909 Ansd.

Petitioner's Exhibit 1260.

11938 *G. No. 454.*

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 19th, 1909.

To the Parties:

Arbitration under Minute 107. (G. No. 445.)

I received several communications giving the same opinion as expressed by the Nordd. Lloyd in G. No. 445, viz: that the arbitration can solely refer to the
11984 question whether the reduction of 10 sh. asked for by the Cunard and White Star Lines is to be granted or not. It therefore results that if the question of a reduction is to be admitted to any of the other Lines outside the Cunard and White Star, this privilege must apply to all lines equally.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 May, 1909 Ansd.

Petitioner's Exhibit 1261. 11935

G. No. 455.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 21st, 1909.

To the Parties:

Of the passengers S. S. "Uranium" from Rotterdam May 15th were: 11936

	for Canada	for U. S.	Total
Italians	31	4	35
Russians	17	306	323
British	39	2	41
Hungarians	—	23	23
Belgians	—	1	1
Austrians	—	10	10
Germans	—	2	2
Swiss	—	1	1
	87	349	436

11937

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept
Recd. 24 May, 1909 Ansd.

11938 **Petitioner's Exhibit 1351.**

G. No. 456.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 24th, 1909.

To the Parties:

Superlatives. (*G. 453.*)

The Cie. Gle. Transatlantique write:

11939 "Au sujet des superlatifs, nous vous remettons sous ce pli une circulaire de la Canadian Pacific dans laquelle nous lisons: 'Les nouveaux vapeurs "Empress" dépassent toute perfection obtenue jusqu'ici dans la ligne du Canada.' Et, en regard: 'Le voyageur ne peut se lasser d'admirer l'installation magnifique et somptueuse des cabines et des salons."

Respectfully,

Petitioner's Exhibit 1352.

11940 The Cie. Generale Transatlantique write:

"As regards use of superlatives we enclose circular of the C. P. R. in which we read.

"'The new "Empress" steamers surpass every perfection attained hitherto on the Canadian services (Lines) and the traveller cannot get tired admiring the magnificence and sumptuous decorations of the staterooms and saloon.'"

Defendants' Exhibit 105a. 11941

G. No. 457.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 25th, 1909.

To the Parties:

II. cabin statistics. (G. No. 431.) 11942

The Cunard Line and the Austro Americana have been good enough to furnish me with particulars of second class passengers forwarded by them on their Mediterranean services between Adriatic and United States ports since the inaguration of said lines. It has therefore become necessary to issue another set of II. class statistics including said services, which I herewith beg to hand.

Respectfully,

11943

11944

Defendants' Exhibit 105a

Statistic

of westbound II. class and intermediate passengers (souls).

Lines	1899. Souls	%	1900. Souls	%	1901. Souls	%	1902. Souls	%
Hapag fast	3216	5.05	6988	8.20	4870	5.98	3607	3.81
" ordin.	4559	7.16	5690	6.67	5618	6.90	8184	8.64
Nasm	2858	4.49	3762	4.41	3310	4.07	3962	4.18
Lloyd fast	4744	7.45	6823	8.00	5455	6.70	7149	7.54
" ordin.	3437	5.40	4548	5.34	4977	6.12	6491	6.85
" Balto	895	1.41	870	1.02	843	1.04	1278	1.35
11945 " Galveston	135	0.21	78	0.09	171	0.21	268	0.28
Red Star New York	3422	5.38	4300	5.04	4462	5.48	4850	5.12
" " Boston-Phila.	—		—		—		1	0.00
Transat New York	3165	4.97	5186	6.08	4091	5.03	4787	5.05
" Bordeaux	—		—		—		—	
Allan Canada	3107	4.88	4332	5.08	5706	7.01	8067	8.51
" Boston	223	0.35	395	0.46	296	0.36	142	0.15
" State	1211	1.90	1691	1.98	1778	2.19	2086	2.20
" London-Havre	—		—		—		—	
Anchor Line	4573	7.19	5394	6.33	5406	6.64	6093	6.43
Cunard Liverpool	9160	14.39	10798	12.66	9394	11.54	9070	9.57
" Boston	767	1.21	1135	1.33	2061	2.53	2555	2.70
American L. S'hpt.	5989	9.41	7447	8.73	6030	7.41	7095	7.49
" " L'pl.	2714	4.26	3016	3.54	3280	4.03	3961	4.18
Dominion Line	2143	3.37	2426	2.85	895	1.10	547	0.58
11946 White Star L. L'pl.	4200	6.60	5810	6.81	6865	8.44	7385	7.79
" " " S'hpt.	—		—		—		—	
Domin. White St. Bost.	1923	3.02	2494	2.93	3237	3.98	3448	3.64
Canadian Pac. L'pl.	698	1.10	1389	1.63	1976	2.43	2623	2.77
" " Antwerp	—		—		—		—	
Donaldson Line	—		—		—		—	
Scandinav. Americ. L.	509	0.80	700	0.82	660	0.81	1113	1.17
Russ. Eastasiatic	—		—		—		—	
Cunard L. Trieste and Fiume	—		—		—		—	
Austro-Americ. Trieste	—		—		—		—	
	63648	100.00	85272	100.00	81381	100.00	94762	100.00

Defendants' Exhibit 105a 11947

Westbound

Lines	1903. Souls	%	1904. Souls	%	1905. Souls	%	
Hapag fast	6948	5.49	2500	2.03	1935	1.40	
" ordin.	7083	5.60	11490	9.34	10137	7.35	
Nasm	5437	4.30	5141	4.18	6657	4.82	
Lloyd fast	9568	7.57	9218	7.49	10093	7.31	
" ordin.	8869	7.01	9150	7.44	11842	8.58	
" Balto	2559	2.02	1814	1.48	2481	1.80	
" Galveston	327	0.26	395	0.32	533	0.39	
Red Star New York	6375	5.04	6511	5.29	7560	5.48	
" Boston-Phila.	—		—		543	0.39	
Transat New York	7351	5.81	6914	5.62	6870	4.98	11948
" Bordeaux	—		—		—		
Allan Canada	14030	11.10	14413	11.72	16149	11.70	
" Boston	273	0.22	235	0.19	433	0.31	
" State	1635	1.29	1296	1.05	1389	1.01	
" London-Havre	—		—		1340	0.97	
Anchor Line	6823	5.40	6065	4.93	8768	6.35	
Cunard Liverpool	11863	9.38	12197	9.92	10928	7.92	
" Boston	3606	2.85	3564	2.90	3938	2.85	
American Line S'hpt.	6084	4.81	4727	3.84	6731	4.88	
" " L'pl.	3777	2.99	3459	2.81	4094	2.97	
Dominion Line	4048	3.20	6614	5.38	6221	4.51	
White Star Line L'pl.	10060	7.96	10846	8.82	11243	8.15	
" " " S'hpt.	—		—		—		
Domin. White Star Boston	4337						
	96)	3.51	2146	1.75	2382	1.73	
Canadian Pac. L'pl.	3309	2.62	2299	1.87	2423	1.75	11949
" " Antwerp	—		64	0.05	204	0.15	
Donaldson Line	—		—		429	0.31	
Scandin. American L.	1981	1.57	1550	1.26	1901	1.38	
Russ. Eastasiatic	—		—		—		
Cunard L. Trieste & Fiume	—		389	0.32	682	0.49	
Austro-Americana Trieste	—		—		93	0.07	
	126439	100.00	122997	100.00	137999	100.00	

11950 *Defendants' Exhibit 105a*

Westbound

Lines	1906. Souls	%	1907. Souls	%	1908. Souls	%
Hapag fast	1318	0.75	2045	0.97	1243	0.80
" ordin.	14700	8.36	15707	7.46	12790	8.25
Nasm	10215	5.81	11204	5.32	7030	4.53
Lloyd fast	10435	5.93	11620	5.52	8824	5.69
" ordin.	13557	7.71	15129	7.19	9804	6.32
" Balto	3431	1.95	3789	1.80	1582	1.02
" Galveston	767	0.44	987	0.47	576	0.37
Red Star L. New York	9551	5.43	8438	4.01	6513	4.20
" " Boston-Phila.	793	0.45	983	0.47	843	0.54
11951 Transat New York	9015	5.12	10993	5.22	8108	5.23
" Bordeaux	—		—		46	0.03
Allan Canada	19478	11.07	23592	11.20	15631	10.08
" Boston	2120	1.21	2645	1.26	1482	0.96
" State	—		—		—	
" London-Havre	1432	0.81	2701	1.28	1337	0.86
Anchor Line	12406	7.05	14293	6.79	9249	5.96
Cunard L. L'pl.	13899	7.90	17620	8.37	17650	11.38
" " Boston	4458	2.53	5330	2.53	4870	3.14
American L. S'hpt.	8329	4.73	8261	3.92	5527	3.56
" " L'pl.	4078	2.32	5060	2.40	3493	2.25
Dominion Line	7409	4.21	9692	4.60	4511	2.91
White Star L. L'pl.	12947	7.36	12238	5.81	9074	5.85
" " " S'hpt.	—		6604	3.14	6819	4.40
" " " Boston	2630	1.49	2082	0.99	1386	0.89
Canadian Pac. L'pl.	6744	3.83	11423	5.43	10684	6.89
11952 " " Antwerp	314	0.18	177	0.08	116	0.08
Donaldson Line	1361	0.77	2568	1.22	1670	1.08
Scandin. American L.	2694	1.53	3134	1.49	2757	1.78
Russ. Eastasiatic	233	0.13	286	0.14	323	0.21
Cunard L. Trieste & Fiume	1346	0.77	1630	0.77	806	0.52
Austro Americana Trieste	276	0.16	318	0.15	337	0.22
	175936	100.00	210549	100.00	155081	100.00

Defendants' Exhibit 105a

11953

Statistic

of eastbound II. class and Intermediate passengers (souls).

Lines	1899. Souls	%	1900. Souls	%	1901. Souls	%	1902. Souls	%
Hapag fast	2151	4.43	5068	7.91	3746	6.96	2561	4.41
" ordin.	3921	8.07	5070	7.91	4578	8.50	5224	9.00
Nasm	2665	5.48	3525	5.50	2494	4.63	2604	4.49
Lloyd fast	4672	9.61	4846	7.57	3512	6.52	4138	7.13
" ordin.	2406	4.95	2921	4.56	2965	5.51	3475	5.99
" Balto	675	1.39	855	1.33	722	1.34	1034	1.78
" Galveston	114	0.23	155	0.24	167	0.31	88	0.15
Red Star New York	2839	5.84	3618	5.65	3332	6.19	3269	5.63
" " Boston-Phila.	—		—		—		—	
Transat New York	2331	4.80	3914	6.11	2586	4.80	3278	5.65
" Bordeaux	—		—		—		—	
Allan Line L'pl.	1287	2.65	2353	3.67	2709	5.03	3115	5.37
" " Boston	651	1.34	922	1.44	994	1.85	800	1.38
" " London-Havre	—		—		—		—	
Anchor Line	2644	5.44	4066	6.35	3439	6.39	3500	6.03
Cunard Line L'pl.	7388	15.20	7296	11.39	6554	12.17	6195	10.68
" " Boston	606	1.25	1124	1.75	1368	2.54	1604	2.77
American Line S'pt.	4234	8.71	5296	8.27	3146	5.84	4376	7.54
" " Phila.	2667	5.49	2431	3.80	2494	4.63	2778	4.79
Dominion Line	1417	2.91	2694	4.21	492	0.91	215	0.37
White Star L. L'pl.	3396	6.99	4548	7.10	4898	9.10	5737	9.88
" " " S'hpt.	—		—		—		—	
" " " Boston	1573	3.24	1522	2.38	2042	3.79	2020	3.48
Canadian Pac. L'pl.	392	0.81	1259	1.97	1085	2.02	1267	2.18
" " Antwerp	—		—		—		—	
Donaldson Line	—		—		—		—	
Scandin. American L.	568	1.17	573	0.89	521	0.97	752	1.30
Russ. Eastasiatic	—		—		—		—	
Cunard L. Trieste & Fiume	—		—		—		—	
Austro-Americana Trieste	—		—		—		—	
	48597	100.00	64056	100.00	53844	100.00	58030	100.00

11954

11955

Defendants' Exhibit 105a

11956

Eastbound.

Lines	1903. Souls	%	1904. Souls	%	1905. Souls	%
Hapag fast	4115	6.28	1352	1.96	1590	2.14
" ordin.	3858	5.88	7645	11.10	6634	8.94
Nasm	2734	4.17	2759	4.01	3355	4.52
Lloyd fast	5110	7.80	5140	7.47	5903	7.96
" ordin.	4518	6.89	4534	6.59	5461	7.36
" Balto	1409	2.15	1106	1.61	1531	2.06
" Galveston	190	0.29	247	0.36	342	0.46
Red Star New York	3859	5.89	4098	5.95	4591	6.19
" " Boston-Phila.	2	0.00	—		20	0.03
Transat New York	4115	6.28	4112	5.97	4074	5.49
11957 " Bordeaux	—		—		—	
Allan Line L'pl.	3808	5.81	3803	5.52	4957	6.68
" " Boston	535	0.82	478	0.69	489	0.66
" " London-Havre	—		—		304	0.41
Anchor Line	3618	5.52	3238	4.70	4027	5.43
Cunard Liverpool	7963	12.15	8907	12.94	7356	9.92
" Boston	1736	2.65	2275	3.30	2228	3.00
American L. S'hpt.	3152	4.81	2807	4.08	3912	5.27
" " Phila.	2656	4.05	2443	3.55	3061	4.13
Dominion Line	548	0.84	2030	2.95	2127	2.87
White Star L. L'pl.	7506	11.45	8643	12.55	8053	10.86
" " S'hpt.	—		—		—	
" " Boston	1849	2.88				
	41		1053	1.53	1258	1.70
Canadian Pac. Liverpool	1207	1.84	1000	1.45	1283	1.73
" " Antwerp	—		—		145	0.20
11958	—		—		13	0.02
Donaldson Line	1018	1.55	1130	1.64	1368	1.84
Scandinavian American L.	—		52	0.08	82	0.11
Cunard L. Trieste Fiume	—		—		16	0.02
Austro-Americana Trieste						
	65547	100.00	68852	100.00	74180	100.00

Defendants' Exhibit 105a

11959

Eastbound.

Lines	1906. Souls	%	1907. Souls	%	1908. Souls	%
Hapag fast	1227	1.43	1622	1.59	1115	1.12
" ordin.	8972	10.49	10333	10.14	10407	10.41
Nasm	3962	4.63	4802	4.71	4375	4.38
Lloyd fast	6649	7.77	7339	7.20	6748	6.75
" ordin.	5102	5.96	6041	5.93	4988	4.99
" Balto	1747	2.04	1591	1.56	1847	1.85
" Galveston	562	0.66	665	0.65	352	0.35
Red Star Line New York	4541	5.31	5126	5.03	4788	4.79
" " Boston-Phila.	801	0.94	847	0.83	882	0.88
Transat New York	5437	6.36	6093	5.98	5630	5.63
" Bordeaux	—		—		64	0.06
Allan L. Liverpool	4672	5.46	5674	5.57	5666	5.67
" Boston	611	0.71	874	0.86	754	0.75
" " London-Havre	333	0.39	623	0.61	787	0.79
Anchor Line	5071	5.93	5721	5.62	5042	5.04
Cunard L. Liverpool	9028	10.55	11403	11.19	13690	13.69
" " Boston	2440	2.85	2811	2.76	2806	2.81
American L. S'hpt	3667	4.29	3951	3.88	3425	3.43
" " Phila.	2643	3.09	3103	3.05	2937	2.94
Dominion Line	2074	2.42	2514	2.47	2507	2.51
White Star L. L'pl.	8265	9.66	6798	6.67	6693	6.70
" " S'hpt.	—		3524	3.46	4448	4.45
" " Boston	1235	1.44	1151	1.13	743	0.74
Canadian Pac. L'pl.	3888	4.54	6112	6.00	5908	5.91
" Pac. Antwerp	111	0.13	100	0.10	110	0.11
Donaldson Line	358	0.42	509	0.50	514	0.51
Scandinav. Americ. Line	1929	2.26	2077	2.04	1807	1.81
Russ. Eastasiatic	—		73	0.07	254	0.25
Cunard L. Trieste Fiume	194	0.23	291	0.29	324	0.32
Austro-Americana Trieste	38	0.04	111	0.11	355	0.36
	85557	100.00	101879	100.00	99966	100.00

11960

11961

11962 **Petitioner's Exhibit 1353.**

G. No. 458.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 26th, 1909.

To the Parties:

North West Transport Line.

11963

Cable is received saying that "Estonia" left New York May 24th with 344 and "Volturno" May 25th with 71 steeragers.

The regular rate of the "Estonia" being $28 and the opposition rate having been established at $26, Rus-amerika is entitled to a compensation of $2 per adult.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 May, 1909 Ansd.

11964

Petitioner's Exhibit 1354. 11965

G. No. 459.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 26th, 1909.

To the Parties:

North West Transport Line. (G. No. 452.) 11966

The Red Star Line advises the following passengers for the North West Transport Line:

May 18th from the Universal-Reise-bureau	14	passengers
" 19th from the Universal-Reise-bureau	40	"
" 20th from the Universal-Reise-bureau	40	"
" 22nd from the Universal-Reise-bureau	21	"
	115	passengers 11967

The next departure is by the "Raglan Castle" on 29th instant.

Respectfully,

11968 **Defendants' Exhibit 106.**

G. No. 460.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 27th, 1909.

To the Parties:

Arbitration under Minute 107.

11969

Mr. Wilding informs me that he is going to mail his award in the question of rates for "Mauretania," "Lusitania" etc. on 8th of June; any further communications the parties wish to make on this subject therefore should reach me at latest on June 5th.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 29 May, 1909 Ansd.

11970

Petitioner's Exhibit 1355. 11971

G. No. 461.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 27th, 1909.

To the Parties:

North West Transport Line. (G. 459.)

The Holland America Line have received from their Newyork Office the following *"confidential"* letter dated May 14th: 11972

> "We have received information that Messrs. C. B. Richard & Co. have withdrawn from the passenger agency of the N. W. T. L. and that a certain F. Vessily & Co. are their successors. It looks rather suspicious that a former employee of Richards, subsequently of Zotti, should have become the general agent for the N. W. T. L., the more so as their office has been opened in Greenwich street, this city, the rent of same to be paid by C. B. Richard & Co., and also provided with the necessary furniture by them.
>
> "In addition, another employee of Richards has become the assistant of Mr. Vessily. 11973
>
> "We presume that Richard simply uses Vessily as a blank, in case this Line should again be compelled to discontinue its service, that he (Richards) cannot be held for possible outstanding prepaids."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 29 May, 1909 Ansd.

11974 **Petitioner's Exhibit 1356.**

G. No. 462.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 27th, 1909.

To the Parties:

North West Transport Line (G. No. 459).

11975

The Nordd. Lloyd inform me that the North West Transport Line have reduced their rates in Galicia. They are now quoting:

Kr. 100 net inclusive of board and lodging in the harbour for passengers to Canada.

Kr. 125 net inclusive of board and lodging and American head-tax for passengers to Newyork.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
11976 Recd. 29 May, 1909 Ansd.

Petitioner's Exhibit 1334. 11977

G. No. 463.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 28th, 1909.

To the Parties:

Minute 114, Commission to N. W. T. L. by Can. Railways. 11978

The White Star Line send me copy of correspondence on the question of commission to the North West Transport Line on passengers delivered to Canadian Railways as per annex.

Respectfully,
H. PETERS.

(Stamped): Received 31 May 1909. Ansd.

11979

11980 **Petitioner's Exhibit 1335.**

Annex to G. No. 468. 28/5, 1909.

From I. I. & Co., L'pool dated March 29th, 1909. to Mr. F. C. Salter, Grand Trunk Railway.

Referring to your letter to me of the 13th instant, which we brought up at the recent Conference meeting, the following is an extract from the Minutes,—No. 11.

"Letter from Grand Trunk Railway submitted, the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business, because
11981 they had been unable to induce the Grand Trunk Railway to agree not to do so, and after they had found that the inter-Colonial Grand Trunk connection at Halifax were paying commission. Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian railways (including Inter-Colonial Railway) to allow no commission to the North West Transport Line."

Perhaps if you are in Liverpool you will look in some time when you are passing and give us an opportunity of clearing up the position.
11982

From Mr. Cuthbertson, Grand Trunk Railway. to I. I. & Co.

dated L'pool 30/3, 1909.

Your letter of the 29th instant addressed to Mr. Salter regarding Canadian Pacific rail business *ex* steamers of the North West Transport Co. is duly received.

Mr. Salter is at present on the Continent, but I am forwarding your letter on to him.

Petitioner's Exhibit 1335 11983

From Mr. Salter, Grand Trunk Ry. to I. I. & Co.
dated Nice, April 9th 1909.

North West Transport Coy.

In reply to your letter of 29th March regarding Canadian Pacific Railway report, as to their action towards the North West Transport Coy.

I wish to state that neither the Grand Trunk Rly. nor the Intercolonial Rly. have in any way approached the North West Transport Coy directly or indirectly to influence their traffic to our respective Lines, or by offering commission in any shape or manner whatsoever. I make this statement regardless of any remarks made to the contrary by the Canadian Pacific Rly. 11984

Further, the Canadian Pacific Rly. have in no manner whatsoever, approached me to find out the accuracy of their charge before taking the step they have, and I can only assume they have again acted this year, as last, in handling the traffic of the New York and Continental Lines.

I speak with full knowledge and responsibility for the European organization of this Coy.

Should the Intercolonial Rly. have made an arrangement with the North West Transport Coy., such an arrangement would have applied by both Canadian Pacific Rly., and the Grand Trunk and would have been unnecessary for the Canadian Pacific Rly. to duplicate, further had the Intercolonial Rly. such an arrangement, I know at least half of the traffic would have gone by the Grand Trunk, but as there was no such arrangement, the entire traffic went Canadian Pacific Rly. 11985

The Intercolonial Rly. is the only Line reaching Halifax.

11986 *Petitioner's Exhibit 1335*

I have sent your letter to our Montreal management and await their further instructions.

I am sorry my previous letter was not supported.

From I. I. & Co. to Mr. Salter, Grand Trunk R'way, dated April 14th, 1909.

North West Transport Co.

I am in receipt of your favor of 9th instant with regard to the question of paying commission on Rail Fares for bookings to the above named Company, and
11987 may say that we did not understand that the arrangement complained of was made through your office here, and under the circumstances we await further word from you, after you have heard from Montreal, with much interest.

From Mr. Salter, Grand Trunk Ry. to I. I. & Co., dated May 3rd, 1909.

In reply to your letter of 1st instant, as I am so crowded in this office I think we can better discuss the subject of the North West Transport Company
11988 by my calling at your office; therefore, if it suits you, I would call upon you at three o'clock tomorrow, Tuesday, afternoon.

I have this day cabled Montreal to sustain the facts I have given you, and to instruct further in their policy.

I feel with this information in hand same will fully sustain our position in our endeavor to co-operate with you.

Petitioner's Exhibit 1335 11989

From Mr. Salter, Grand Trunk Ry. to I. I. & Co., dated L'pool, May 3rd, 1909.

For your information I wish to state our people advise the S. S. "Volturno" from Rotterdam 13th March discharged at Halifax the following people:

Chicago	19	
Toronto	15	
Ontario, competitive	35	
Ontario C. P. R.	20	
Montreal	30	
Cleveland	1	
Detroit	4	11990
West of Chicago	21	
Canadian North West	15	
Maritime Provinces	10	
New England States via St. John, N. B.	73	
	—	243 Souls.

Via Grand Trunk:

Detroit, Mich.	4	
Troy, N. Y., via D. & H.	1	5 Souls.

All these passengers were routed by Messrs. Pickford and Black—Halifax Agent for the North Western Line by the Canadian Pacific Railway on instruction from the North-Western Transit Co. 11991

The passengers comprise Assyrians, Armenians, Bulgarians, Italians, Russian Jews, many were detained on inspection by the Immigration Inspector.

The five people who were passed over the Intercolonial Railway and Grand Trunk being local passengers.

11992 *Petitioner's Exhibit 1335*

From Mr. Salter, Grand Trunk Ry. to I. I. & Co., dated London, May 7th, 1909.

I have your letter of the 6th instant enclosing copy of letter addressed to Mr. Brown bearing on the statements I have made as to the relationship with the North West Transportation Company and the New York and Continental Line.

Your facts and promises are absolutely correct.

From I. I. & Co., to Mr. Brown, C. P. R., London, dated May 8th, 1909.

11993 You will remember at a recent Conference Meeting we brought up a question with respect to the Canadian Pacific Railway Co. allowing a commission to the North West Transport Line on inland business, and the following is copy of the Minute adopted at that Meeting:

> "No. 11. Letter from Grand Trunk Railway submitted the C. P. R. representative advises they only allowed commission to the North West Transport Line on inland business because they had been unable to induce the Grand Trunk Railway to agree not to do so,
>
> 11994 and after they had found that the inter-Colonial Grand Trunk connection at Halifax were paying commission.
>
> "Mr. Sanderson was requested to approach the Grand Trunk Railway with a view to facilitating an agreement between the two Canadian railways (including Inter-Colonial Railway) to allow no commission to the North West Transport Line."

We have taken the matter up with the Grand Trunk Railway who assure us so positively that they are not

Petitioner's Exhibit 1335

11995

allowing, and have no intention of allowing commission to this Steamship Company, neither have the Inter-Colonial Railway allowed any commission that it seems to us your friends must be under some misapprehension on this matter.

I understand that negotiations were opened by the C. P. R. last year in connection with the New York and Continental Lines, but while the Grand Trunk did not make an agreement they still did not allow commission to that Company.

I think the C. P. R. as members of the Atlantic Conference are not desirous of assisting outside competition of this nature, and in view of my information, which I am assured is correct, do you not think your people would be willing to discontinue any commission arrangement they may have with the North West Transport Line.

11996

From Mr. Brown, Can. Pac. R'way to I. I. & Co., dated May 14th, 1909.

On my return to London yesterday I received your favor of the 8th which you advised me in Liverpool you had sent. I am sending the correspondence out to our friends in Montreal, and will communicate with you on hearing from them.

11997

From Mr. Salter, Grand Trunk R'way to I. I. & Co., dated May 18th, 1909.

I have your letter of the 17th instant in reference to the North West Transportation Company's Line, and note that you have conceded a further delay to the Canadian Pacific.

11998 *Petitioner's Exhibit 1335*

I beg to suggest that you propose to the Continental Lines, while this delay lasts, that we be favoured exclusively with all competitive traffic of their boats *ex* Hamburg, Rotterdam and Bremen, and be given a good share of the traffic *ex* the Canadian Pacific steamers *ex* Antwerp, to make up to us the loss that has arisen due to our course in supporting the Continental Lines.

I would ask you to kindly look into this matter seriously and look for your support. I am desirous of cabling to our people the position.

11999

From Ismay, Imrie & Co., Liverpool.

Geo. McL. Brown, Esq.,
General Traffic Agent,
Canadian Pacific Railway,
62 to 65, Charing Cross,
London, S. W. May 24th, 1909.

Dear Sir:

We have to thank you for your favor of 14th instant, and note you are communicating with your friends in Montreal and that we may expect to hear
12000 further from you when you have a reply.

In view of this matter having been brought up at the March Conference Meeting, we are sending to the Conference Secretary for circulation copies of our correspondence with the Grand Trunk Railway and yourself, as per attached.

Petitioner's Exhibit 1357. 12001

G. No. 464.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1909.

To the Parties:

Prepaids Cancellation Fee. 12002

The Russian American Line up till now when refunding prepaids deducted 10% cancellation fee regardless on whatsoever grounds the prepaids might have been cancelled. They now say that the American subagents claim that no such cancellation fee should be deducted for passengers who on account of sickness have been refused, contending that the British Lines did not at all deduct cancellation fees. The Russ. America Line desire to have this matter regulated uniformly with all Lines.

Will the Lines please inform me of their views on the subject.

Respectfully, 12003

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1-Jun. 1909 Ansd.

12004 **Petitioner's Exhibit 1358.**

G. No. 465.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1909.

To the Parties:

North West Transport Line. (G. 462)

12005

S. S. "Raglan Castle," which sailed from Newyork on May 12th with 127 passengers in steerage & 3 in Cabin arrived at Hoek van Holland May 27th early in the morning, landed her passengers in the usual way and proceeded for Hamburg.

On May 25th 48 passengers of the Universal-Reisebureau, Vienna passed Antwerp on their way to Rotterdam for the Atlantic Express Co.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
12006 Recd. 1-Jun. 1909 Ansd.

Defendants' Exhibit 107.

12007

G. No. 466.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1909.

To the Parties:

Arbitration rates "Mauretania," etc (G. No. 460)

12008

I informed Mr. Wilding of the following letter of the White Star Line:

> "Your G. No. 454.
> "To our minds the only matters that can be put to the Arbitrator for his consideration are the points named in the minute."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1-Jun. 1909 Ansd.

12009

12010 **Petitioner's Exhibit 1359.**

G. No. 467.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 29th, 1909.

To the Parties:

North West Transport Line. (G. 447)

12011

The Continental Lines are unanimous to disqualify the firm Corecco & Brivio; the Hamburg American Line subject to three months notice. Will the British Lines please inform me, whether they will join. An eventual disqualification should embrace all agencies and subagencies of Corecco & Brivio not only at Bodio and Chiasso but at all places where they are working and should be extended to all persons in whatsoever connection with them.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
12012 Recd. 1-Jun. 1909 Ansd.

Petitioner's Exhibit 1360. 12013

G. No. 468.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 1st, 1909.

To the Parties:

Superlatives (G. No. 451). 12014

The Holland-America Line write:

"With regard to the advertisement of the Allan Line's Rotterdam agents we beg to say that same read in English as follows:

"Allan Royal Mail Lines
"Fastest and best service between
"Holland and Canada

"Regular weekly sailings via Liverpool and London by fast turbine and screw steamers to Quebec-Montreal-St. John's N. F.-St. John N. B. and Halifax. Through rates to the principal points in Eastern and Western 12015
Canada, Manitoba, N. W. Territory, British Columbia, etc., etc.

"For rates of freight and *other information* apply to the Agents

RUIJS & CO.

"It is quite possible that the above advertisement was intended to refer to freight business only, however, it does not say so. Messrs. Ruijs & Co. have *not* signed the advertisement *as freight agents*, but as *agents*. How was the

12016 *Petitioner's Exhibit 1360*

public to know that the advertisement referred to freight business only? How was it to know that the Allan Line is 'the fastest and the best service between Holland and Canada' only as a freight Line and not as a passenger Line? Messrs. Ruijs & Co. are in the passenger business, they handling all the business, freight as well as passenger, of the Russian Line.

"But apart from this question we believe that once the correctness of the principle being admitted that the use of superlatives constitutes 'a comparison unfavorable to an other Conference Line,' there seems to be no good reason why a line should be bound to refrain from making unfavorable comparisons in the passenger business, but be at liberty to do so otherwise.

12017

"At all events we regret to note the rather uncivil tone in which the Allan Line's remarks were made."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3-Jun. 1909 Ansd.

12018

Petitioner's Exhibit 1336. 12019

G. No. 469.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 1st, 1909.

To the Parties:

Min. 114 Commission to N. W. T. L. by Canadian Railways.

Supplementary to G. 463 is the following letter from Canadian Pacific Ry. Co. to Messrs. Ismay, Imrie & Co. of May 27th, 1909: 12020

"I. Bruce Ismay, Esqr.,
Messrs. Ismay, Imrie & Co.,
30, James Street, Liverpool.

"Dear Sir:

"Acknowledging your favor of the 24th inst., enclosing copies of recent correspondence passing between you and Mr. Salter. This correspondence I note you have sent to the Conference Secretary for circulation. As you are already aware, our advices are that commission was offered and paid, Mr. Salter's letter of April 9th to you, to the contrary notwithstanding. 12021 In view of his protestations, it is of interest to recall a similar situation last year, notice of which I understand, also at Mr. Salter's instigation, was brought by you before the Conference. It will be remembered that he then took the same 'purity' stand, accused the Canadian Pacific, denied paying commission to or having any dealings with the then New York & Continental Line. Though no mention appears in the Conference Minutes,

12022 *Petitioner's Exhibit 1336*

it will be recalled that his letter to the London Agents of the New York & Continental Line was read at the Conference meeting, at which the matter was brought up. In it, he confirmed telephone communications, advised the numbers of Grand Trunk Order Books he had sent them, and instructed the Agents to remit less commission.

"As stated in your letter of the 8th of May to me, you are quite correct in your understanding that last year, the Canadian Pacific
12023 (out of deference to the Conference Lines) opened negotiations in Montreal with the Grand Trunk in an endeavor to reach an agreement with that Company not to pay commission. You are also right in saying that the Grand Trunk refused to make an agreement, but you are wrong in supposing that they had no intention of paying commission, because as has been amply demonstrated, they imagined they had already captured the traffic on a commission basis. We found this out and carried the passengers. This year, except that I absolutely refused the business, the situation was precisely similar to that of 1908. Our people
12024 on the other side found that commission was being paid and again secured the traffic.

"The causes which blocked the Canadian Pacific in its efforts to bring the Grand Trunk into an agreement last year were such as to make it impossible for them to approach that Company again this year. If the Grand Trunk were quite sincere, it was its duty to approach the Canadian Pacific. You will not dispute our right to meet any rail situation that may be created for us by the Grand Trunk or other competing Rail Lines.

12025

"I contend that this is not a question for Conference debate or consideration, and I would not have replied but for the apparent intent of Mr. Salter's letters and the possible serious consequences to us, of your action in circulating them. Our position, as a Steamship Line, partners with you in agreements looking to our mutual protection, has evidently been overlooked by you, otherwise this question of rail competition as between the Grand Trunk and ourselves, would have been left for settlement between us, and you would not have lent your Company as the medium for this most unfair attack. Though it should not be necessary, in the light of events, it appears incumbent upon me to remind you that the Conference has always had the support of the Canadian Pacific in any steps taken to meet outside competition, paying cheerfully its share of the compensation to fighting ships. In no instance would they, as an individual Steamship Line, have been in any way affected by such competition. You must also recognize that this support has been accorded the Conference Lines to the very considerable loss to Canadian Pacific Rails, in addition to the actual amount they have paid from time to time in compensation. I consider Mr. Salter's letter very misleading, and without this full explanation, might be interpreted to the injury and detriment of the Canadian Pacific Railway, a member of the Atlantic Conference and party to agreement A.A. and Subsidiary Agreements, which facts alone should surely prevent any other Conference Line countenancing an unfair attack by a competing Rail Line having no status in our Conferences."

12026

12027

Respectfully,

H. PETERS.

(Stamped): Received 3 Jun 1909. Ansd.

12028 **Petitioner's Exhibit 1361.**

G. No. 470.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 1st, 1909.

To the Parties:

North West Transport Line. (G. 465)

12029 I have before me a postal card from Charles Staehli, Basle, dated May 21st to an agent in Belgrad, in which the following rates are given:

Halifax	frcs.	140.—
Quebec & Montreal	"	155.—
New York	"	160.—

headtax included.

Next sailings June 5th, 12th-26th.

12030 In a circular issued by the New York agents of the N. W. T. L., Vesely & Co., dated May 18th, they quote for prepaids from Rotterdam to New York or Halifax $36.50. Headtax additional. Commission $3. A note says: "Passengers bound for points West of Detroit save two days ocean trip and pay less for railroad fare by disembarking at Halifax."

Mr. Richard of C. B. Richard & Co. assures that he has no connection, direct or indirect with the N. W. T. L. after the sailing of the "Volturno" May 25th.

Petitioner's Exhibit 1361 12031

Small committee advise:

> "Uranium scheduled Eastbound from New York June 5 advertised rate $26, $3 commission, but $4 allowed and even $5 'on parties of 10.' Committee select 'Russia' Eastbound June 5 from New York and have authorized tariff rate of $28, $2 commission, to be reduced to $26, less $2 commission.
>
> "The basis, however, not to be published or used prior to May 29th."

I am informed that the N. W. T. L. apply the Hamburg Line's tariff of European inland fares for bookings via Rotterdam. 12032

Referring to G. No. 458, I note from a circular of Mr. Sandford's, received in the meantime, that the reduction of the Rusamerika's rate from $31 to $28 commences only with the sailing of the "Russia" June 5th. Hence, the compensation for the "Estonia" is not $2, but $4 (Min 22a).

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd 3 Jun. 1909. Ansd. 12033

12034 **Petitioner's Exhibit 1362.**

G. No. 471.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 2nd, 1909.

To the Parties:

Agent Büchel of Buchs. (*G. No. 450*)

12035

With regard to the proposed disqualification of Mr. Büchel of Buchs, the White Star Line send me copy of the following letter of their Southampton office of May 27th:

"* * * we have had a visit from Mr. W. Fankhauser, Manager for Kaiser & Co., Basle, through whom Buchel forwards passengers for the White Star and American Lines.

"We have had a long talk with Mr. Fankhauser, and after consideration are of the opinion that the complaints against Buchel of circulating the papers referred to by the Transatlantique Co. in Mr. Peters' circular letter G. 450 are exaggerated. He absolutely denies having any knowledge of the circular addressed to Croations (appendix to G. 450) referring to Zotti being connected with Klause, Zwilchenbart and Im Obersteg & Co.

12036

"The tricolour cards such as complained of have however been issued by him, though not for any particular service, the excuse being that the colours red, white and blue, are the Croatian colours, which are the same as the French.

Petitioner's Exhibit 1362

12037

"Kaiser & Co., advise us that they have informed Buchel that these cards must not be issued, and a stop is being put to their circulation.

"As this appears to be the only matter proved against Buchel that is irregular, we do not think he should be disqualified on this account, but would be agreeable to have him disqualified unless he discontinued their use and in future acted in conformity with the limitations put upon Companies' Head agents."

12038

In view thereof the White Star Line do not feel that they are justified in supporting the proposal to disqualify Mr. Buchel of Buchs.

The proposed disqualification therefore cannot be carried out.

Respectfully,

12039

12040 **Defendants' Exhibit 108.**

G. No. 472.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 2nd, 1909.

To the Parties:

North West Transport Line. (G. 465)

12041

Transat write:

> "Nous avons bien recu votre lettre circulaire No. 455. Nous voyons que l' 'Uranium' a pris très peu d'Italians puisque, sur 436 passagers il n'y en avait que 31 dont 4 pour les Etats-Unis. Les mesures que nous avons prises à la frontière semblent donc avoir produit leur effet. Il serait à souhaiter que des mesures soient prises également pour empécher l'arrivée des Russes."

12042 With reference to G. No. 462 Transat notify that the North West Transport Line charge at Basle:

140 Francs gross and
121.25 " net from Rotterdam.

On May 27th and 28th, 58 passengers from the Universal Reisebureau passed Antwerp for the Atlantic Express.

Respectfully,

Defendants' Exhibit 109. 12043

G. No. 473.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 2nd, 1909.

To the Parties:

Arbitration rates Mauretania, etc. (G. No. 466) 12044

The Cie. Gle. Transatlantique write:

> "Nous avons bien recu votre lettre circulaire No. 454 au sujet de l'opposition de plusieurs lignes à notre baisse èventulle de 10/—, si l'arbitre donne raison à la White Star et à la Cunard.
>
> "Ce n'est certes pas nous qui avons demandé la baisse de 10/-, réclamée d'abord par la Cunard et ensuite par la White Star. Mais si ces deux compagnies obtiennent cette baisse, nous serons dans un état d'infériorité surtout vis-à-vis de la White Star qui touche en 12045
> France. Du reste, c'est l'arbitre qui doit décider et nous n'aurons qu'à nous en remettre à son jugement. Ce que nous ne pouvons pas comprendre, c'est que certaines compagnies ne font pas d'opposition à une baisse du prix de la White Star et qu'elles s'opposent à ce que nous fassions de même."

A copy of this circular letter has been sent to Mr. Wilding.

Respectfully,
H. PETERS.

12046 **Defendants' Exhibit 110.**

G. No. 474.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 3rd, 1909.

To the Parties:

Calling at Lisbon of Newyork Liners.

The Hamburg American Line ask me to promulgate the following correspondence between the Chief of the Trade Department in the Ministry of foreign
12047 affairs at Lisbon and their Director General Mr. Ballin.

Respectfully,

Ministerio dos
Negocios Estrangeiros.
Direccao Geral dos Negocios
commercias e consulares

Lisbon, 22 de maio de 1909.

Cher Monsieur

Vous vous rappelez peut-être que l'année 1905
12048 j'étais envoyé par mon Gouvernement à Hambourg pour faire des démarches auprès les Directeurs de la Compagnie "Hamburger Süd Amerika Linie" pour établir une escale à Lisbonne des grands transatlantiques qui font le voyage de l'Amérique du Sud, ayant arrivé à une heureuse entente, de facon que ces voyages continuent encore avec des trés bons résultats pour le même Compagnie, aussi bien que pour le développement du mouvement de passagers et du commerce international.

Maintenant mon Gouvernement serait très désireux d'obtenir des compagnies de navigation un service de transatlantique entre New York et Lisbonne, et,

Defendants' Exhibit 110 12049

comme vôtre puissante Compagnie maintient une ligne directe entre New York et les de la Méditerranée, il me semble qu'il vous serait rélativement facile de combiner des voyages avec escale è Lisbonne soit pour tous les paquebôts, soit, au commencement, avec une combinaison alternative entre Lisbonne et les ports des Acores.

Je crois qu'une combinaison pareille doit réussir, puisque, spécialment pendant l'hiver, plusieurs passagers de l'Amérique du Nord voudraient bien venir debarquer à Lisbonne pour suivre par le sud-express soit vers l'Europe Centrale soit vers les bords de la 12050
Méditerranée, faisant d'abord leurs excurcions en Portugal et en Espagne où le climat est extrèmement doux pendant la saison froide.

Si, donc, vous croyez qu'il sera possible d'aboutir à quelque combinaisons en ce sens, le Gouvernement Portugais voudrait bien entrer en pourparlers avec la personne que votre Compagnie voudrait choisir pour se mettre en rapport avec nous ici à Lisbonne, ce qu'il pourrait faciliter beaucoup l'entente.

En attendant vôtre résponse, je vous prie, Monsieur, d'agréer mes salutations distinguées,

(Sgd) C. ROQUE DA COSTA
Chef du Departements des négociations des traités de commerce au 12051
Ministère des Affaires Etrangères è Lisbonne.

Hamburg-Amerika Linie,
Bureau des Vorsitzenden des
Directoriums

Hambourg, le 29 Mai 1909.

Cher Monsieur,

Je vous suis bien obligé de votre aimable lettre du 22 courant, par laquelle vous m'informez qu'il est

12052 *Defendants' Exhibit 110*

le désir de votre Gouvernement d'obtenir un service régulier de paquebots transatlantiques entre Lisbonne et New York, et vous me demandez s'il n'etait pas possible de faire escale a Lisbonne sur notre Ligne entre New York et la Méditerranée.

Votre propósition a toute mon attention et je vous en suis très reconnaissant, mais après examen soigneux je dois vous dire franchement que je ne me promets pas de succès commercial d'une telle combinaison. Vous faites mention de l'escale à Lisbonne avec les grands transatlantiques allant à l'Amérique du Sud, établie il y a 4 ans à l'instigation de votre
12053 Gouvernement, mais vous n'ignorez pas qu'il y a une difference importante, vu que les relations commerciales et le mouvement de passagers sont infiniment plus larges entre le Portgual et l'Amérique du Sud, qu'entre le Portgual et l'Amerique du Nord. Et tandis que le détour et la perte du temps sont insignifiants dans le premier cas, il en résulterait de considérables pour notre Ligne de New York à la Méditerranée. Par conséquent, il est certain que l'execution d'une telle combinaison laisserait de la perte, et si vous considérez que les conséquences de la crise mondiale et les dégâts qu'elle a opérés, ne sont pas encore entièrement passées, vous trouverez que le
12054 moment actuel n'est pas propice à l'exécution d'un tel project.

Toutefois je ne le perdrai pas de vue, et tout en vous réitérant mes remerciements de votre aimable proposition je vous prie, Cher Monsieur, l'agréer mes sentiments bien distingués.

sign: BALLIN.

Monsieur C. Roque de Costa,
Chef du Département des négociations des traités de Commerce au Ministère des Affaires Etrangères à Lisbonne.

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 10 Jun. 1909. Ansd.

Defendants' Exhibit 111. 12055

G. No. 475.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 3rd, 1909.

To the Parties:

North West Transport Line. (G. No. 472.) 12056

The Red Star Line report the following passengers for the North West Transport Line:

May 24th	from	Zürcher, Chiasso	8	passengers
" 28th	"	" "	6	"
" 30th	"	" "	40	"
" 29th	"	Universal Reise-Bureau	27	"
" 31st	"	" "	8	"
	since May 18th reported		221	"
		Total:	310	passengers

of which 256 from the Universal Reise-Bureau
54 " Zürcher, Chiasso. 12057

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 7 Jun. 1908. Ansd.

12058 **Defendants' Exhibit 112.**

G. No. 476.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 3rd, 1909.

To the Parties:

Arbitration rates Mauretania etc. (G. No. 473.)

12059

At the request of the Red Star Line I have sent Mr. Wilding copy of the enclosed statistic showing averages of II. cabin passengers carried by a number of steamers during 1908 and 1909.

Respectfully,

12060

Defendants' Exhibit 112

12061

Annex to G 476

Nach Steamers Statistik 1908 II Classe

Lusitania		Mauretania		Carmania		Caronia		Oceanic		Adriatic	
3/1.	190	17/1.	278	13/1.	142	9/4.	83	8/1.	62	25/1.	153
2/2.	367	28/2.	427	26/3.	255			5/2.	130	20/2.	208
13/3.	359	27/3.	341	23/4.	105			4/3.	103	19/3.	196
10/4.	170	17/4.	163					1/4.	173	16/4.	170
Zus.	1086	zus.	1209	zus.	502	zus.	83	zus.	468	zus.	727
4 Reisen		4 Reisen		3 Reisen		1 Reise		4 Reisen		4 Reisen	
Durch-schnitt	271.5	Durch-schnitt	302.2	Durch-schnitt	100.7	Durch-schnitt	83	Durch-schnitt	117	Durch-schnitt	182

12062

La Gascogne		La Lorraine		La Bretagne		La Touraine		La Savoie		La Provence	
6/1.	35	11/1.	82	20/1.	41	26/1.	68	3/2.	69	6/3.	222
31/3.	125	8/2.	61	16/2.	28	22/2.	104	28/2.	84	4/4.	240
		11/4.	198	16/3.	97	21/3.	159				
						18/4.	119				
Zus.	160	zus.	341	zus.	166	zus.	450	zus.	153	zus.	462
2 Reisen		3 Reisen		3 Reisen		4 Reisen		2 Reisen		2 Reisen	
Durch-schnitt	80	Durch-schnitt	114	Durch-schnitt	55.2	Durch-schnitt	112.5	Durch-schnitt	76.5	Durch-schnitt	231

Chicago	Caroline
—	—

12063

1909.

Lusitania		Mauretania		Carmania		Caronia		Oceanic		Adriatic	
1/1.	114	29/1.	150	17/1.	174	7/4.	127	7/1.	75	29/1.	111
14/2.	162	18/2.	150	21/4.	107			11/2.	89	25/2.	141
5/3.	238	11/3.	223					10/3.	97	26/3.	122
26/3.	265	9/4.	250					7/4.	78	22/4.	153
23/4.	199										
Zus.	978	zus.	773	zus.	281	zus.	127	zus.	339	zus.	527
5 Reisen		4 Reisen		2 Reisen		1 Reise		4 Reisen		4 Reisen	

Defendants' Exhibit 112

Durch-schnitt 195.6	Durch-schnitt 193.2	Durch-schnitt 140.5	Durch-schnitt 127	Durch-schnitt 85	Durch-schnitt 131.7
La Gascogne	La Lorraine	La Bretagne	La Touraine	La Savoie	La Provence
1/2. 170	24/1. 185	10/1. 93	3/1. 90	16/1. 225	13/2. 236
9/3. 128	3/4. 187	2/2. 165.	28/2. 182	20/2. 170	13/3. 301
6/4. 171		7/3. 175	28/3 194	21/3. 267	9/4. 277
		31/3. 50		17/4. 195	
zus. 469 3 Reisen	zus. 372 2 Reisen	zus. 483 4 Reisen	zus. 466 3 Reisen	zus. 857 4 Reisen	zus. 814 3 Reisen
Durch-schnitt 156.3	Durch-schnitt 186	Durch-schnitt 120.7	Durch-schnitt 155.3	Durch-schnitt 214.2	Durch-schnitt 271.3

Chicago	Caroline	Lousiane	Floride
21/2. 242	8/1. 5	29/1. 25	15/4. 56
23/3. 303	20/2. 101	20/3. 18	
Zus. 545 2 Reisen	zus. 106 2 Reisen	zus. 43 2 Reisen	zus. 56 1 Reise
Durch-schnitt 272.5	Durch-schnitt 53	Durch-schnitt 21.5	Durch-schnitt 56

Defendants' Exhibit 113. 12067

G. No. 477.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 4th, 1909.

To the Parties:

Arbitration rates Mauretania etc. (G. No. 473) 12068

At the request of the Cie. Gle. Transatlantique I have sent Mr. Wilding today their reply to the statements of the White Star & Cunard Lines as per annex.

Respectfully,

12069

12070 *Defendants' Exhibit 113*

Annex to G. 477 4/6 09

COMPAGNIE GENERALE TRANSATLANTIQUE.

Paris, 2nd June 1909.

Arbitration Rates "Mauretania," "Adriatic," etc.

We are in receipt of your favours of the 15th and 22nd ult., containing the statements of the White Star Line & the Cunard Line regarding the above matter.

12071 As the Allan Line has already pointed out the French Line, contrary to what the White Star Line writes, is not the only Line objecting to the reduction of 10/— claimed for by the White Star Line and the Cunard Co. This point is now quite clear and we need not come back to it. But we do not quite see how the fact that we are the only ones protesting against the treatment of favour asked for by the White Star Line could be brought up against us. An agreement has been concluded in London on February 5th 1908 which in our opinion is fair and just; it is therefore quite natural that we should try to oppose any measure which would put us in an un-

12072 favourable position.

The statistics do not show that an increase of sailings or a bringing out of new tonnage gives necessarily at the end of any one year a corresponding increase in the percentage of the total carryings. We see for instance that the Lloyd in 1906 had 95 departures West and a percentage of 12.55% for second class business, while in 1907 110 sailings in the same direction gave the Lloyd a percentage of only 11.67% for the same business.

Evidently the White Star Line had more sailings in 1908 than in 1907 (we understand they had 94

12073

departures in 1908 in the Atlantic service against 84 in 1907) but this increase is not at all proportionate to the large increase in the White Star percentage which we have mentioned in Circular G. No. 432.

As to new tonnage we are not aware that the White Star has put any new ships in the New York service during the year 1908.

At the foot of the first page of the statement of the White Star Line we read the following:

> "For instance * * * could not on that account demand that the rates for its various steamers should be advanced."

12074

We simply want to point out that in the present case we are not asking for an advance in rates; we only wish that the agreement W adopted and signed by all in February 1908 remains as it now stands.

"*OCEANIC.*"—According to the White Star Line the "Savoie" & "Lorraine" being of more recent construction than the "Oceanic" the differential of ten shillings which agreement W grants to our two steamers should not exist. We think that the White Star ought to have put this claim forward last year when the agreement W was being elaborated. However the "Oceanic" is an 1899 boat while the "Lorraine" & "Savoie" have been built in 1900. The difference is therefore trifling and should not be taken into account. On the other hand the "Oceanic" is a much larger steamer than the "Savoie" & "Lorraine;" she has a tonnage of 17274 while the tonnage of our steamers is only 11,100. We think therefore, that the differential of 10/— granted to the "Savoie" and "Lorraine" by agreement W should be maintained.

12075

"*ADRIATIC.*"—We can only repeat here that in our opinion it would be a gross injustice to our Com-

12076 *Defendants' Exhibit 113*

pany to classify a boat like the "Adriatic" with our steamers "Lorraine" & "Savoie."

Evidently the speed of the "Lorraine" & "Savoie" is superior to that of the "Adriatic," but there is no doubt that a very large part of the travelling public cares much more for large vessels of moderate speed on which they find more commodities and more comfort. The "Adriatic" offers all this to her clientele while the "Lorraine" & "Savoie" whose tonnage is not half that of the "Adriatic" are heavily handicapped on these points. Under these circumstances we think that the "Adriatic" can very well afford to allow to
12077 our steamers a differential of 10/—.

We note what the Cunard write regarding the Cie. Gle. Transatlantique not being a Member of the Atlantic Conference. We should have written "by the signatories of agreement W" instead of "by the members * * *" We think however that this is of no importance in this special case.

According to the Cunard Line the fact that the majority of the Lines is willing to grant the reduction sought for by the White Star and the Cunard is a
12078 sufficient proof that the classification adopted in London on February 5th 1908 was not just and fair; this, we think, is not conclusive. The statement of the Cunard Line would mean that in any assembly the majority is necessarily right. We think that this assertion is contrary to the facts and if one were to admit this argument of the Cunard there will be no necessity of appealing to an arbitrator.

We confirm here what we have written above on the increased sailings and the increased percentages. We also think that the gain of the Cunard in the percentage of the total carryings is not proportionate

Defendants' Exhibit 113

to the increase in the number of sailings. We understand that the Cunard had 80 departures West in 1908 against 70 in 1907.

The speed of "Lorraine" & "Savoie" cannot be described as being 21-22 knots. In 1908 the average speed of "Provence" has been 20.50 to 21, and the "Savoie" & "Lorraine" have only in one or two instances exceeded 20 knots.

On the other hand we would like to point out that "Carmania," "Caronia" were built in 1905 and that they are much larger than our two boats.

But the point on which we want to insist is that the granting of the reduction of 10/— would upset the whole classification adopted in London on February last. We feel certain that when this agreement was being elaborated, every member present at the Conference had in mind that the said agreement, in spite of the notice clause inserted therein, would remain untouched until the end of February, 1911. Any alterations in the rates would abolish the fairness of this agreement. We therefore ask the arbitrator to declare that the agreement W is to remain as it now stands or if a reduction is granted to the White Star & Cunard Lines that the same privilege is to be extended to our Company as required in G. No. 432 for we think that the differentials adopted in London last year must be kept up.

(Stamped): North Atlantic Passenger Conference. Received 7/6 1909. Acknl'd 1909. Answered 1909.

12079

12080

12081

12082 **Defendants' Exhibit 114.**

G. No. 478.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 4th, 1909.

To the Parties:

Outstanding Russian Ppds. of Russ. Vol. Fleet. (*G. No. 378.*)

12083 The Russian American Line claim for the passengers carried under byelaw 78 a difference in rate between their rate and the rate of the Russ. Vol. Ppds of Rubel 17 instead of Rubel 15 on the grounds that in the negotiations with the Russ. Vol. Fleet the latter had declared that the average rate of the Ppds. would amount to *about* 51 Rubels, and that later on they got for 304 adults, 195 children and 11 infants only Rubels 19506.68 which averages with Rubels 48.31 per adult. They say that they did not claim the difference from the Russ. Vol. Fleet on account of the average rate having been declared in byelaw 78 with *about* 51 Rubels and further point out that

12084 1) in said byelaw the A. C. Lines had declared to pay half the difference between the net rate at which the ppd. had been issued and the net rate of the Russian American Line on Oct. 22nd.

2) the net rate of the Russ. Vol. Fleet is Rubel 48.31.

3) it is admissible to signify 48% as about 51.

The differences in rates they say is due to the circumstance, that Richard & Co. got less money for the prepaids which were sold later on.

Will the Lines please inform me whether they recognize the claim of the Russian American Line; it amounts to Rbl. 135.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 8 Jun. 1909. Ansd.

Defendants' Exhibit 115. 12085

G. No. 479.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 7th, 1909.

To the Parties:

Arbitration rates Mauretania etc. (G. 477.) 12086

The Cie. Gle. Transatlantique write:

Paris, 5th June 1909.

"Arbitration rates 'Mauretania,' 'Adriatic,' etc.

"Dear Sir,

"We have duly received your circular 476 and we beg to thank the Red Star Line for the statement they have been kind enough to draw up.

"In their statement the Red Star Line refer only to statistics; they do not consider at all the actual situation of the emigration throughout Europe. We want to point out that owing to the increase of the steerage prices and to the unwillingness of the British Lines to put up the second class prices, the clientele travelling nowadays in second class is mostly an emigrant one. In 1908, the British and Scandinavian emigration was stronger than the Continental, this is shown by the results of the Pool. In 1909, it was quite the reverse and the number of continental emigrants was far in excess of that of British and Scandinavian emigrants. 12087

12088 *Defendants' Exhibit 115*

"The section 42 of the United States Law of 1908 has reduced our carrying capacity as far as steerage accommodation is concerned and many of our customers who would have been travelling in steerage should we have had room for them are taking second class tickets.

"We much regret the action of the British Lines who refused to increase the second class rates; we were quite agreeable to put our prices up as proposed by the Continental Lines but under the understanding that all Lines would do likewise in order that the schedule established in London last year for the agreements V & W should not be disturbed."

12089

Copy has been sent to Mr. Wilding.

Respectfully,

12090

Petitioner's Exhibit 1363. 12091

G. No. 480.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 7th, 1909.

To the Parties:

Chas. Staehli. (G. 452.) 12092

Since all parties agree to disqualify the agent Charles Staehli at Basle on account of forwarding passengers for the North West Transport Line I herewith beg to request the parties to issue their circular disqualifying him and to send me copies of it.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 9 Jun. 1909. Ansd.

12093

12094 **Defendants' Exhibit 116.**

G. No. 481.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 7th, 1909.

To the Parties:

North West Transport Line. (G. 475.)

12095

The Red Star Line report the following passengers:

June 3rd from Universal Reisebureau	17	passengers
" 4th " "	20	"
" 4th from G. Zürcher, Chiasso	2	"
	39	passengers

since May 18th

from Universal-Reisebureau	293	passengers
" G. Zürcher	56	"
Total:	349	passengers

12096

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 9 Jun. 1909. Ansd.

Petitioner's Exhibit 1364. 12097

G. No. 482.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 9th, 1909.

To the Parties:

Prepaids cancellation Fee. (*G. No. 464.*) 12098

With regard to the above question the desire is expressed to have the matter referred to the Newyork Conference for settlement; I shall inform Mr. Sandford of it and would request the Lines kindly to advise their representatives.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 11 Jun. 1909. Ansd.

12099

12100 **Defendants' Exhibit 117.**

G. No. 483.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 10th, 1909.

To the Parties:

Monthly Statements for May.

12101 According to Form 30, No. 5 I beg to inform the Parties that the following payments are to be made:

Continental Lines	to	White Star Line	£ 4437.—.—
Allan Line	"	" " " "	" 175.—.—
" "	"	Canadian Pacific Ry. Co.	" 120.—.—
Anchor Line	"	Dominion Line	" 1648.—.—
" "	"	Canadian Pacific Ry Co.	" 480.—.—
Cunard-Line	"	American Line	" 5964.—.—
" "	"	Dominion Line	" 2951.—.—
12102 Donaldson Line	"	Canadian Pacific Ry. Co.	" 328.—.—

Respectfully,

Defendants' Exhibit 118. 12103

G. No. 484.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 10th, 1909.

To the Parties:

Union Ticket Office. 12104

The Red Star Line write:

> "The passengers as per list herewith (annexed) arrived here this morning.
>
> "From what we can find out they purchased tickets at Krakau from the Reisebureau 'Vaderland' & have been forwarded from Vienna to Basle by the 'Universal Reisebureau.' In Basle the Union Ticket Office attended to the reforwarding to Antwerp where they were taken charge of by the Union Ticket Office (Head Office) & sent on to Glasgow to be forwarded by the Anchor Line. 12105
>
> "It seems thus that the Union Ticket Office is in relation with disqualified firms."

The Anchor Line will no doubt look into the matter and let me know.

Respectfully,

12106 *Defendants' Exhibit 118*

Annex to G. No. 484. 10/6.09

	Pikula	Wojeich	37	Kamien
	Socha	Marcin	26	"
	Kapec	Marianna	18	"
	Bednarz	"	16	"
	Kabec	Agnieszka	16	"
	Orsak	Marianna	21	"
	Swierat	Ludwig	16	Nawsie
	Chmiel	Katarzyna	18	"
	Kebala	Stefania	19	"
	Smysski	Wladislaw	25	Wedelka
12107	Dyrda	Katarsyna	18	Zolynia
	Was	Juliana	22	"
	Czupa	Stefan	32	Bobka
	Waida	Iwan	26	"
	Rylik	Magda	25	"

(Stamped): North Atlantic Passenger Conference. Received 12-6-1909 Acknl'd 1909 Answered 1909.

12108

Defendants' Exhibit 119. 12109

G. No. 485.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 12th, 1909.

To the Parties:

Arbitration Cabin rates. 12110

Enclosed I beg to send the award of Mr. Wilding.
Respectfully,

Annex to G. No. 485. 12/6.09.

The Moorings, Basset, Southampton.
June 9th, 1909.

Atlantic Conference Minute 107.

First-Class Rates "Mauretania" and "Lusitania." 12111

Having regard to the carryings of these steamers as compared with others in 1908 and to the fact that all Lines except the Allan Line have assented to the proposed reduction of 10/- or its equivalent in the rate fixed for these steamers by Agreement "V" I consider the Cunard Company's claim to make this reduction is established and I so award.

12112 *Defendants' Exhibit 119*

Second-Class Rates

"Caronia" "Carmania" "Oceanic" and "Adriatic."

When a Line introduces new and improved tonnage into its service such tonnage takes away business from the previously existing steamers of that Line to an even greater extent than from corresponding steamers of other Lines and in making this Award I must not be taken as assenting to the argument that only the carryings of individual steamers and not the total carryings of the Line owning such steamers are to be
12113 taken into account in fixing the rates for the steamers.

But having carefully considered all the arguments advanced in this case together with the statistics for 1907 and 1908 and those for first four months of 1908 and 1909 sent by the Secretary at the request of the Red Star Line I consider this group of steamers are entitled to make a reduction of 10/- or its equivalent in the rates fixed for them by Agreement "W" and I so award.

Minute 107 does not authorize me to consider alterations in rates for steamers not named in the Minute but having regard to claims put forward by the Allan Line and by the Cie Generale Transatlantique
12114 I think it well to say that I do not consider those Lines entitled to any reduction in consequence of the reductions established by this Award.

HY. WILDING.

My Fee £10:10:0. to be paid by the Atlantic Conference.

Petitioner's Exhibit 1365. 12115

G. No. 486.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 12th, 1909.

To the Parties:

North West Transport Line.

Hapag received the following cable:

> "Uranium sailed yesterday (9th) instead of June 5th, five cabin, 160 steerage. Russia June 5th 609 steerage: Oceanic June 9th 602 of which 334 to Hamburg at 25 dollar rate." 12116

From Mr. Sandford I received the following cable:

> "Raglan Castle about June 23rd allowing extra commission high as five. Small Committee consider necessary adopt same tactics. Cable confirmation."

The Parties were informed by both these telegrams and I am still waiting for the reply from several of them.

It is not clear if the proposal is to oppose the Raglan Castle on even terms, say same rates and same commissions or if the intention is, to keep the regular rate of the opposing steamer, but allow the same commission as the N. W. T. L. 12117

At any rate in either of these cases it would not be equitable that the fighting steamer should receive compensation only on the basis of Minute 22a resp. 22d in which a higher than the regular commission of $2 is not considered but only a reduction of the regular (gross) rate. I think the amount of compensation must be based on the difference in the *net* rate.

In order to avoid differences of opinion later on this point ought to be decided, before the proposal of the Small Committee is adopted.

Respectfully

12118 **Petitioner's Exhibit 1366.**

G. No. 487.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 12th, 1909.

To the Parties:

Correco & Brivio (G. 467).

In consequence of a suggestion of the Anchor Line I wrote the above gentlemen, putting them before the
12119 alternative of acting either for the Conference Lines or for the North West Transport Line, adding that I would take their decision as holding good also for their branch offices or dummies.

To this they have replied (Translation):

> "* * * replying we inform you sincerely
> "(1) that since 33 years we have been loyal and diligent agents of the Cie. Gen. Transatlantique for which line we have always worked and shall continue to do so in future.
>
> "(2) that we will be responsible for our firm and branch offices, but not for other agencies with which we are not in business connection.
>
> 12120
>
> "(3) We further beg to inform you that from July 1st our Mr. Karl Corecco, until now the manager of our firm will retire from it; the emigration business however will be carried on under the firm Corecco & Brivio Stock Co. for emigration, Messrs. Olivio Fontana & Pirro Brivio, Managers."

I now ask them for an explanation for their connection with the N. W. T. L. and upon receipt of their reply shall ask the Lines, all of which have agreed to

 12121

the disqualification if they abide by it, or whether they will try if by keeping them the Italian business which the N. W. T. L. hitherto got can be reduced.

Respectfully,

Petitioner's Exhibit 1337.

G. No. 488.

ATLANTIC CONFERENCE.

12122

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 12th, 1909.

To the Parties:

Compensation "Estonia" (G. 470).

The Russian American Line write, that besides the compensation of $4. p. 1/1 they claim a compensation for demurrage from saturday to monday. Particulars of this claim they will hand in, when received from Newyork. 12123

With regard to this point I received the following information from Newyork:

> " 'Volturno's' Eastbound sailing has been postponed to Tuesday, May 25—she is now in dry-dock repairing damage caused by ice when entering Halifax Westbound. One of the reasons for the selection of 'Estonia' was that Messrs A. E. Johnson & Co. offered to meet the tactics of 'Volturno' to the extent also of postponing 'Estonia's' sailing, if necessary. Messrs.

Petitioner's Exhibit 1337

12124 A. E. Johnson & Co. have asked to be relieved of delay in departure of 'Estonia' in view of the fact that she is to proceed Eastbound under reduced boiler capacity and that the delay in 'Volturno's' sailing was not intentional.

"Committee, however, deemed it advisable to insist on fulfillment of the promise above mentioned, so that even at the last moment 'Volturno' should have no opportunity of profiting by absence of a competing rate and steamer. 'Estonia's' sailing will accordingly be postponed to May 25.

12125 "Committee undertook no guaranty for the disbursements and expenses to 'Estonia' incident to this delay; but in view of the conditions which have made it necessary ('Volturno's' delay), Committee recommend that you take into full consideration all these things in adjusting the settlement with Russian American Line."

I shall revert to the matter when I have received the particulars of Rusamerika's claim and in the mean time the Lines will please consider it in principle.

Respectfully,

12126 (Stamped): North Atlantic Passenger Conference. Received 14/6 1909 Acknl'd 1909. Answered 1909

Petitioner's Exhibit 1367. 12127

G. No. 489.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 12th, 1909.

To the Parties:

North West Transport Line (G. No. 481) 12128

I informed the parties that the Raglan Castle left Rotterdam on the 5th instant with 458 steeragers of which 152 for Halifax, according to G. 481 the number of passengers reported by the Red Star Line was 349; so she got 109 passengers besides.

The reports of the Red Star Line for the next departure are:

	Passengers
June 7th from Universal Reisebureau	12
" 8th from Universal Reisebureau	16
" 8th from Chas. Staehli, Basle (Macedonians)	8
Total	36

12129

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Jun. 1909. Ansd.

12130 **Petitioner's Exhibit 1368.**

G. No. 490.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 14th, 1909.

To the Parties:

North West Transport Line (G. No. 489.)

12131

The Red Star Line report the following passenger transports for the N. W. T. L.:

	Passengers
June 10th from Universal Reisebureau	53 10/2
" 11th from Universal Reisebureau	26 1/2
" 10th from Zürcher, Chiasso	4
" 12th from Zürcher, Chiasso	6
	89 11/2
Carried over from G. No. 489	36
Total	125 11/2

12132

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Rec'd 16 June, 1909. Ansd.

Petitioner's Exhibit 1369. 12133

G. No. 491.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 14th, 1909.

To the Parties:

North West Transport Line. (G. No. 490). 12134

The actual number of passengers carried by the "Raglan Castle," which left Rotterdam on the 5th inst. is 326 for New York and 133 for Halifax.

Of them came

	for United States	Halifax
from Russia	284	25
" Austria	11	14
" Hungary	10	2
" Roumania	3	1
" Italy	4	14
" Holland	2	—
" Belgium	1	—
" England	11	77
	326	133

12135

Most of the passengers from England are Armenians who came from Liverpool.

Respectfully,

12136 **Petitioner's Exhibit 1370.**

G. No. 492.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 15th, 1909.

To the Parties:

II. cabin statistics (G. No. 457).

12137

In the eastbound statistic for 1907 the percentage for the Allan Line's Liverpool service for 5674 passengers must read 5.57%, which please correct. The addition remains the same.

Respectfully,
H. PETERS,
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Jun. 1909. Ansd.

12138

Petitioner's Exhibit 1371. 12139

G. No. 493.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 16th, 1909.

To the Parties:

North West Transport Line (G. No. 491). 12140

With reference to G. 486 the parties are agreeable to pay up to $5 commission against the "Raglan Castle" June 23rd. I telegraphed Mr. Sanford accordingly. The Norddeutscher Lloyd received the following cable from their N. Y. representatives, who also speak for the allowance of extra commission:

> "Committee selecting Russian East Asiatic Company 'Estonia' May 24th against 'Volturno' instructed former follow competition tactics allowing extra commission in case of absolute necessity, resulting 'Volturno' obtaining but 72 steerage passengers against 'Estonia' 12141
> 343. Russian East Asiatic 'Russia' selected June 5th against 'Uranium' June 5th under same conditions, but latter postponed June 9th. Committee selected 'Oceanic.' Latter declined extra commission permitting 'Uranium' obtain 147 against 'Oceanic' 343, Russia 609. Committee appointed Russian East Asiatic 'Lituania' against 'Raglan Castle' June 23rd. It is our opinion, Committee should have full authority allow extra commission in case of absolute necessity meeting competitors' tactics."

12142 *Defendants' Exhibit 120*

On this occasion I beg to say that the Cie. Gle. Transatlantique consider the payment of extra commission as very dangerous and not necessitated by the number of steeragers which the N. W. T. L. got. The Hamburg American Line think it best that the decision whether it is more advisable to reduce the gross rate or to pay higher commission should be left to the decision of the Small Committee. As this is an extension of Minute 22 I would request the Lines to state whether they are agreeable to it.

Respectfully,

12143 ———————

Defendants' Exhibit 120.

G. No. 494.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 16th, 1909.

12144 To the Parties:

Payments to and from the Russian East Asiatic S. S. Co.

According to Form 35, No. 5, the following payments are to be made for the month of May:

Russian East Asiatic S. S. Co. to N. D. L. V. Lines	£ 478.
Russian East Asiatic S. S. Co. to Anchor Line	" 14.

Defendants' Exhibit 120 12145

Russian East Asiatic S. S. Co. to American Line	£	20.	
Russian East Asiatic S. S. Co. to Dominion Line	"	49.	
Russian East Asiatic S. S. Co. to Cunard Line	"	65.	
Allan Line to Russian East Asiatic S. S. Co.	"	33.	
White Star Line to Russian East Asiatic S. S. Co.	"	8.	
Canadian Pacific Ry. Co. to Russian East Asiatic S. S. Co.	"	37.	12146

To avoid to and fro remittances the Parties will please make them as follows:

Russian East Asiatic S. S. Co. to N. D. L. V. Lines	£	478.	
Russian East Asiatic S. S. Co. to Cunard Line	"	65.	
Russian East Asiatic S. S. Co. to Anchor Line	"	5.	
Allan Line to Anchor Line	"	1.	
Allan Line to American Line	"	20.	
Allan Line to Dominion Line	"	12.	
White Star Line to Anchor Line	"	8.	12147
Canadian Pacific Ry. Co. to Dominon Line	"	37.	

The Parties will please inform me when they have made or received the remittances.

Respectfully,

12148 **Defendants' Exhibit 121.**

G. No. 495.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 16th, 1909.

To the Parties:

North West Transport Line (G. 493).

12149

With reference to Hapag's cable promulgated in G. No. 486 I beg to inform the parties that, according to an information I received from New York, the departure of the "Uranium" was postponed from N. Y. from June 5th to June 8th. As competing steamer the "Russia" on June 5th had been fixed, which departure could not be postponed. The Small Committee therefore decided to supplement competition by nominating S.S. Oceanic from New York June 9th with special rate of $25 less $2 commission to Hamburg & Rotterdam. Uranium had been advertised at $25 less $3 official and even $4 and $5 commission unofficial. The
12150 "Russia" made $25 less $2.

Respectfully,

Defendants' Exhibit 122. 12151

G. No. 496.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 18th, 1909.

To the Parties:

North West Transport Line (G. 493). 12152

The Red Star Line report the following passenger transports for the N. W. T. L.:

	Passengers
June 13th from Universal Reisebureau	12
" 14th from Universal Reisebureau	13
" 15th from Universal Reisebureau	41
	66
Carried over from G. No. 490	125 11/2
Total	191 11/2

12153

Respectfully,

12154 **Petitioner's Exhibit 1372.**

G. No. 497.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 19th, 1909.

To the Parties:

North West Transport Line (G. No. 495).

12155

G. No. 493. After cabling to New York that the parties agreed to pay up to $5 commission against "Raglan Castle" June 23rd I received information that the consent of the B. L. had been erroneously communicated but had not been obtained. I therefore cancelled my telegram of the 15th on the 17th inst. saying that the small committee must act strictly in accordance with Minute 22.

I beg to inform the parties yet that the N. W. T. L. reduced their III. class Ppd. rate from $36.50 to $34.50.

Respectfully,

12156

Defendants' Exhibit 123.

12157

G. No. 498.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 21st, 1909.

To the Parties:

North West Transport Line. (G. No. 496)

12158

The following further passenger transports are reported for the North West Transport Line:

June 17th from Universal Reisebureau	44	3/2
" 18th from Universal Reisebureau	19	
" 19th from Universal Reisebureau	26	6/2
	89	9/2
Carried over from G. No. 496	191	11/2
Total reported	280	20/2

S.S. "Volturno" left Rotterdam Saturday June 19th with 319 steeragers of which 70 for Halifax. 12159

Respectfully,

12160 **Petitioner's Exhibit 1373.**

G. No. 499.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 22nd 1909.

To the Parties:

Compensation SS. "Estonia" against "Volturno" 5/24, 09.

12161 The Russian American Line send me the following bill of compensation, expenses and demurrage for SS. Estonia 25 ult.:

"As per arrangement between the Small Committee and Messrs. A. E. Johnson & Co., Newyork, the following outlays to be refunded the Russian America Line by the A. C. Lines for putting the s/s "Estonia" as fighting steamer against the s/s "Volturno" leaving Newyork on the 24th of May, 1909:

Difference in rate 296/1 26/2 21/0 steeragers =309 at $4.	$1236.
12162 2 days' dockhire, caused by the delay of "Volturno" at $60.	120.
Board and lodging for passengers as per vouchers	5.80
Extra commission as per statement	104.
Difference in railfare between Hamburg—destination and Rotterdam—destination, as per statement	21.90
2 days' demurrage at $265	530.
	$2017.70

E. & O. E.

Petitioner's Exhibit 1373

12163

As to the compensation of $4 per adult this amount is in order in accordance with G. 470. As to the extra commission of $104 allowed for 47/1, 10/2, 3/0 I beg to refer to the telegram of the representatives of the Nordd. Loyd promulgated in G. 493, from which is to be inferred that this extra commission has been allowed by the small committee on their own authority; the same seems to be the case with the amount of $21.90 of difference in railway fare as according to G. 470 the North West Transport Line applied the Hamburg Line's tariff of European inland fares for bookings via Rotterdam and no doubt the small committee will have met this step by applying the same tariff, which would explain said amount. With regard to the amounts of demurrage and the expenses in connection with it of $120 and $5.80 I beg to refer to G. 488.

12164

Will the parties (Allan Line excepted) please inform me whether they agree to total sum of $2017.70 being paid.

Respectfully,

12165

4055

12166 **Petitioner's Exhibit 1374.**

G. No. 500.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, June 23rd, 1909.

To the Parties:

Russian Volunteer Prepaids from Libau. (G. 478).

12167 After the parties agreed to grant to the Russian American Line their claim as per G. No. 478 I beg to submit the account of the Russian American for Prepaid passengers carried under Minutes 78 and 113 as per annex. As to the latter Minute the Allan Line do not participate in the passengers forwarded before October 22nd, the total amount of Rubel 2876.25 is to be divided as follows:

(a) forwarded before October 22nd 1908:

102 ad. 66 chldr. 8 inf. at Rbl. 17 p. ad.=Rbl. 2295 of which 1/2 = Rbl. 1147.50

(b) forwarded after October 22nd:

12168 133 ad. 127 chldr. 6 inf. at Rbl. 17 & 30 p. ad=Rbl. 3457.50 of which 1/2= Rbl. 1728.75

Rbl. 2876.25

The amounts under a & b must therefore be distributed over two percentages. As Transat and Austro participate in them, the calculation of the percentages is as follows:

Petitioner's Exhibit 1374 12169

Transat's share in connection with the N. D. L. V. Lines is 9.39% the remaining 90.61% for the N. D. L. V. Lines is equal to 62.48% under the A. C. Agreement. Transat's share is therefore $62.48 \times 9.39 \div 90.61 = 6.47\%$ and the total of the A. C. percentages incl. Transat 106.47% which after reducing to 100 gives the following percentages:

A.

Allan Line	0.58%
Anchor Line	3.19%
Cunard Line	12.91%
Hapag	18.42%
Nasm	6.23%
	41.33
carried over:	41.33%
Lloyd	24.92%
Red Star Line	9.12%
White Star Line	8.08%
American Line	6.27%
Dominion Line	4.20%
Transat	6.08%
	100.00

12170

12171

Austro's share is 4% of the N. D. L. V. and Transat; as N. D. L. V. and Transat represent 64.77% of the above percentages, the basis of calculation is $64.77 \times 4 \div 96 = 2.70\%$. The total of percentages inclusive of Austro is therefore 102.70% which after reduction to 100 gives the following percentages to which I have added the amounts due to the Russian American Line for passengers carried after October 22nd:

12172 *Petitioner's Exhibit 1374*

B.

	Allan Line	0.56%	Rubel 9.68
	Anchor Line	3.11%	" 53.76
	Cunard Line	12.57%	" 217.30
	Hapag	17.94%	" 310.14
	Nasm	6.07%	" 104.94
	Lloyd	24.26%	" 419.40
	Red Star Line	8.88%	" 153.51
	White Star Line	7.87%	" 136.05
	American Line	6.10%	" 105.45
	Dominion Line	4.09%	" 70.71
12173	Transat	5.92%	" 102.34
	Austro	2.63%	" 45.47
		100.00	Rubel 1728.75

Deducting the 0.56% of the Allan Line the percentages and amounts due to the Russian American Line for passengers carried before October 22nd are:

C.

	Anchor Line	3.13%	Rubel 35.91
	Cunard Line	12.64%	145.04
12174	Hapag	18.04%	207.01
	Nasm	6.10%	70.00
	Lloyd	24.40%	280.00
	Red Star Line	8.93%	102.47
	White Star Line	7.91%	90.77
	American Line	6.14%	70.46
	Dominion Line	4.11%	47.16
	Transat	5.95%	68.27
	Austro	2.65%	30.41
		100.00	Rbl. 1147.50

Petitioner's Exhibit 1374

12175

The total amounts due to the Russian American Line are:

Allan Line	Rubel	9.68
Anchor Line	"	89.67
Cunard Line	"	362.34
Hapag	"	517.15
Nasm	"	174.94
Lloyd	"	699.40
Red Star Line	"	255.98
White Star Line	"	226.82
American Line	"	175.91
Dominion Line	"	117.87
Transat	"	170.61
Austro	"	75.88
	Rubel	2876.25

12176

which the parties will please remit to the Russian American line at Libau.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 25—Jun. 1909. Ansd.

12177

2178

Petitioner's Exhibit 1375.

Annex to G. No. 500. 23/6 1909.

R. V. F. Libau prepaids carried by the Russian American Line.

Date	S/S		1/1	1/2	o/o	Rec. from R. V. F.	R. A. L.'s net rate 22/10/08	Difference	
25/ 7/9.08	Korea		52	33	2	Rb. 48.	Rb. 65.	Rb. 17.	
9/22/ 9	Estonia		50	33	6	"	"	"	
14/27/10	Korea		46	48	4	"	"	"	
2179 4/17/11	Estonia		26	28	1	"	"	"	
	"		2	2	o	"	Rb. 78.	Rb. 30.	impr. steer.
25/ 8/12	Birma		18	16	o	"	" 65.	" 17.	
	"		1	—	—	"	" 78.	" 30.	impr. steer.
16/29/12	Estonia		5	6	—	"	" 65.	" 17.	
13/26/ 1	Korea		4	4	—	"	" 65.	" 17.	
28/10/ 2	Estonia		5	4	—	"	"	"	
19/ 4/ 3	Lituania		14	9	1	"	"	"	
	"		1	—	—	"	" 78.	" 30.	impr. steer.
10/23/ 3	Russia		3	3	—	"	" 65.	" 17.	
	"		3	—	—	"	" 78.	" 30.	impr.
1909.									
2180 7/20/ 4	Lituania	10	1	7	—	"	" 65.	" 17.	
21/ 4/ 5	Estonia	13	1	—	—	"	" 78.	" 30.	impr. steer.
	"		3	—	—	"	" 65.	" 17.	
Total Steerage			235	193	14				
Improved Steerage			8	2	—				
Steerage			227	191	14				

@ Rbl. 30.=Rbl. 270.
" " 17.= " 5482.50

Rbl. 5752.50
50%= " 2876.25

Defendants' Exhibit 124. 12181

G. No. 501.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 26th, 1909.

To the Parties:

North West Transport Line. (G. No. 498.) 12182

The following passenger transports are reported for the N. W. T. L.:

June 20th	from	Universal	Reisebureau	12
" 21st	"	"	"	34
" 22nd	"	"	"	14
" 23rd	"	"	"	10
Total reported				70

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Jun. 1909. Ansd. 12183

12184 **Petitioner's Exhibit 1376.**

G. No. 502.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 26th, 1909.

To the Parties:

Second Class rate.

The Red Star Line write: (Translation)

12185 "The small difference between 2nd & 3rd class rates becomes more and more disagreeably remarkable. Not alone that the adjustment of the Pool by raising the 3rd class rates is impossible but also a large number of steeragers are literally forced into the 2nd class and thus diverted from the pool. On the other hand the 2nd class becomes overburdened, and elements are brought into it which according to their social standing do not belong there and they cause serious complaints from the real 2nd class passengers. These conditions presumably exist with all parties."

12186 A letter from the French Line, received to day, also complains on the invasion of the 2nd cabin by emigrants on account of the low rates.

The Red Star Line under these circumstances propose once more a general advance of the 2nd class rates by 20 sh and ask that the Lines wire their vote.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 29 Jun. 1909. Ansd.

Defendants' Exhibit 125. 12187

G. No. 503.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 29th, 1909.

To the Parties:

North West Transport Line. (G. 501.) 12188

The following passenger transports are reported for the North West Transport Line:

June	24th	from Universal Reisebureau	28	passagiere
"	25th	" " "	31	"
"	25th	" G. Zürcher, Chiasso	3	"
			62	
carried forward from G. No. 501			70	
Total reported so far for next sailing			132	

Respectfully,

12189

12190 **Defendants' Exhibit 126.**

G. No. 504.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 29th, 1909.

To the Parties:

North West Transport Line. (G. No. 493.)

12191

I informed the parties of the following telegram from New York:

"23rd Lituania 551; 26th Raglan Castle 160; Vaderland 840."

In pursuance to G. No. 497 I beg to say that the question as per G. No. 493 whether it is advisable to leave the decision on the eventual payment of extra commission in competition against the North West Transport Line to the Small Committee, has been denied.

Respectfully,

12192

Defendants' Exhibit 127. 12193

G. No. 505.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd, 1909.

To the Parties:

North West Transport Line. (G. No. 504.)

12194

News: Newyork June 18th:

"S. S. 'Raglan Castle' previously scheduled to sail June 23 sailing date postponed to June 26.

"Rate advertised officially is $23. less $3. commission. Usual extra commissions current up to $5.

"S. S. 'Lituania' scheduled to sail June 23 will do so on that day but her rate has been changed from $24. to $22. less $2. commission."

Newyork 21st:

12195

"S. S. 'Raglan Castle' scheduled Eastbound sailing date now June 26. Rate has been reduced to official $21. less $3. commission—usual extras current.

"Committee have selected S. S. 'Vaderland' Eastbound June 26, with rate $20. less $2. commission, to be handled in the customary way."

With reference to the proposal of the small committee to meet the competition by allowing the same

12196 *Defendants' Exhibit 127*

extra commission as N. W. T. L. I had to reply that matter must be dealt with strictly according Minute 22. In confirmation of the receipt of the resp. cable I received the following letter of June 17th:

> "* * * But you are aware of the fact that in the case of competing steamers 'Estonia' and 'Russia,' a commission in excess of $2. was paid in order to secure certain specific passengers who were in the market and who were controlled by this means. Two dollars extra commission is said to have been paid on 52 pas-
12197 sengers for the 'Estonia' and on 31 for the 'Russia'—accounts rendered will show the exact figures."

The following sailings from New York are advertised:

Volturno	July 3rd
Uranium	" 17th
Raglan Castle	" 31st

and fortnightly thereafter in the same turn.

Respectfully,

12198

Defendants' Exhibit 128.

12199

G. No. 506.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd, 1909.

To the Parties:

North West Transport Line. (G. 503.)

12200

The following passenger transports are reported for the North West Transport Line:

June 26th	from	Universal	Reisebureau	18 passengers
" 28th	"	"	"	18 "
" 29th	"	"	"	8 "
Transport				132 "
Total:				176 passengers

Respectfully,

12201

12202 **Defendants' Exhibit 129.**

G. No. 507.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd, 1909.

To the Parties:

Union Ticket Office. (G. No. 484.)

12203

In reply to G. No. 484 I received through Mr. Smyth the following information from the Anchor Line:

"*'Union Ticket Office.'* There is in our view some misapprehension as to our Antwerp Agents and the business that was called 'Vaterland.' Our Agents at Antwerp have repeatedly stated that they have no connection with 'Vaterland' or Mr. Onishcavish. 'Vaterland' was an office in Rotterdam, now closed up so far as we know. We are still obtaining passengers from our Antwerp Agents *that are* 12204 *'San Rafael Society' people but we see no connection between this Society and the disqualified 'Vaterland.'* As to your charge that U. T. O. at Basle obtained some business from the Universal Reise-Bureau, Vienna, then U. T. O. must reply to this charge."

"The Red Star Line in reply to the above write:

"The answer of the Anchor Line is not to the fact. The passengers originally may have applied to the Raphaelsverein, the tickets however they received from the disqualified Tour-

Defendants' Exhibit 129

12205

ist Office 'Vaterland.' The passengers were forwarded at Vienna by the disqualified Universal Reisebureau to Basle; at Basle Mr. Demeester the man of the Union Ticket Office forwarded them to Antwerp, whence they were forwarded by the Union Ticket Office to the Anchor Line. The case by the way has repeated itself yesterday. There arrived three passengers with tickets from the Tourist Office 'Vaterland'; they were forwarded thither in the way above mentioned and were received by the Union Ticket Office. Our employee himself saw the ticket of 'Vaterland.'

12206

"The Union Ticket Office is therefore in business connection with two disqualified firms and we propose therefore the disqualification of the Union Ticket Office."

I shall be glad to receive the expressions of the Lines on the proposal.

Respectfully,

12207

12208 **Petitioner's Exhibit 1377.**

G. No. 508.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd, 1909.

To the Parties:

Compensation "Russia" against "Uranium,"
June 23rd. 09.

The Russian America Line submit the following
12209 bill for compensation for S. S. "Russia":

"As per agreement between the Small Committee and Messrs. A. E. Johnson & Co., Newyork, the following outlays to be refunded the Russian America Line by the A. C. Lines:

"Difference in rate: 493/1 76/2 36/0 = 531 at $3.—	$ 1,593.—
"Extra commissions as per attached statement	" 62.—
	$ 1.655.—

12210 "Should there be any difference in the European Railwayfare, we reserve ourselves to revert to this question later on."

The rate at which the 'Russia' was appointed to fight the "Uranium" is according to G. No. 495 $ 25.— which is $3 less than the Russian America Line's regular rate. As to the statement for extra commission which shows 29/1, 4/2 at $2 per adult I beg to refer to-day's circular letter No. 505. Subject to the revision of the above account as to the exact numbers will the Lines please inform me whether they agree to pay the bill.

Respectfully,

Defendants' Exhibit 130.

12211

G. No. 509.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 3rd, 1909.

To the Parties:

Control stations.

12212

I received the following letter from the Hamburg-Amerika Linie and Norddeutscher Lloyd jointly:

Hamburg
———— June 30th 1909.
Bremen

"In consequence of Minute 118 of the Paris meeting on March 25th 1909, the Norddeutscher Lloyd and Hamburg-Amerika Linie entered into negotiations with the German Government. From the very commencement of the discussions, they noticed that the chances 12213
for the fulfilment of the wishes of the British Lines were not favorable. The points of view given for the repellant attitude of the Government may be summed up as follows:

"Just as the French Government prescribes that emigration going through France, may only take place from French ports, the German Government adopts the point of view that, strictly speaking for emigration coming from Germany or via Germany only German ports should be taken as starting-places. Now in the

12214 *Defendants' Exhibit 130*

case of Companies like the Red Star Line or the Transatlantic who have no German ports at their disposal, the German Government can well understand the wish to attract passengers from Germany to their Continental ports of departure, but in the case of the British Lines, whose passengers are free to travel from German ports and for whose passengers German ports are even more favorably situated than all others, the German Government fails to recognize the justifiability of the desire to attract passengers coming from Germany to Ant-
12215 werp and Rotterdam. In the eye of the Government, to allow such mode of conveyance would be tantamount to directing traffic away from German ports to non-German ports.

"It was pointed out with great emphasis that the chief point of view in the promulgation of the German emigration law, was the care for the welfare of the emigrant. In the past the German Government has always looked with suspicion upon a mode of conveyance of emigrants that entails a change of ship abroad; the resultant unpleasantness for the emigrant, needs no demonstration. Even the German
12216 Companies, as far as their own traffic is concerned, are not allowed such indirect conveyance. Only after long negotiations and repeated representations on the part of the circles interested, did the Government in the year 1898 consent '*contre coeur*' to grant licences to the American Line, the Cunard Line and the White Star Line. But its misgivings regarding indirect conveyance have remained the same. In the licenses of the American Line, Cunard Line and White Star Line, the ports of Hamburg and Bremen are explicitly prescribed as ports

12217

of embarkation. It must be remembered that, when emigrants are conveyed indirectly via Hamburg and Bremen, the Government always have the surety that they will be treated in the seaports according to the prescriptions of German Law and that they will be forwarded to England in ships equipped according to German Law; in Germany these are considered to be two advantages which the emigrant fails to enjoy, if he is conveyed indirectly from non-German ports.

"In the course of the proceedings it was 12218
pointed out how great a concession had been made, when, in December 1908 the Government, whilst waiving certain important rules, such for instance as the obligation of ships to classify with the Germanic Lloyd etc., had made arrangements not only in favor of the licensed British Lines (American, Cunard and White Star) but also in favor of the unlicensed British Lines (Anchor, Allan and Dominion), arrangements which guaranteed the unhindered transmigration of their passengers through Germany. It was able to do that, after the German Companies had undertaken full guarantees for the sanitary despatch in 12219
the frontier controlling stations, for railway-conveyance separate from that of other passengers all the way from the frontier to Hamburg and Bremen for lawful treatment of the emigrants in Hamburg and Bremen, for lawful conveyance from Hamburg and Bremen to England and for the conveyance from England to America, so that in the eye of the law such passengers might count as having been forwarded by the German Lines, in ships of the British Lines. It, however, had to decline

12220 *Defendants' Exhibit 130*

conveyance via Rotterdam, Antwerp, Havre and Boulogne with change of ship abroad, even if the German Lines were to go surety or even supposing the German Lines were prepared to undertake the conveyance abroad, say with their own ships.

"From several quarters it was pointed out that the Anchor, Allan and Dominion Lines did not possess any license at all in Germany and further that the American, Cunard and White Star Lines were authorized carriers in Germany, namely from Hamburg and Bremen.

12221 That therefore, what the German Lines were putting forward, was, in the first place, an application for the licensing of a foreign line and, in the second place, an application for an extension of the already existing license of another line.

"That both these applications were not applications which like the matter in December 1908, could be settled by changing the prerogatives of the German Lines, that the Government therefore was not able to accept any proposals whatever from the German Lines relating thereto, but that the Companies in-

12222 terested must make their own petitions. That, indeed, there could be no doubt as to what the result of such a petition would be, because a petition of the White Star Line for permission to carry passengers from Antwerp, as well as from Hamburg and Bremen, had met with a refusal only in April last year.

"In the foregoing statement we have endeavored to reproduce as fully as possible, not only the decision given, but also the leading points of view. The Lines which come in question, will gather from these explanations that fur-

Defendants' Exhibit 131 12223

ther endeavours promise no success and that the German Lines can do nothing more in the matter."

Yours truly
HAMBURG-AMERIKA LINIE
Abteilung: Personenverkehr
Ad. Storm
NORDDEUTSCHER LLOYD
Abt. Zwischendeckspassage
v. Plettenberg

Respectfully,

12224

Defendants' Exhibit 131.

G. No. 510.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 3rd, 1909.

To the Parties:

Funds of immigrants. 12225

I received this morning the following *Telegram from Mr. Sandford:*

"Inform all lines Commissioner immigration decided unsafe for Immigrants to arrive hereafter with funds inadequate for support until they obtain employment even though holding railway ticket to destination, Commissioner suggests 25 dollars as necessary in most cases."

which I passed on immediately.

Respectfully,

12226 **Petitioner's Exhibit 1378.**

G. No. 511.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 3rd, 1909.

To the Parties:

Second class rates. (G. No. 502.)

12227

The proposal to make a general advance of II. class rates by 20 Marks has not been agreed to. Part of the replies is such, that it might be concluded that the resp. Lines are averse to any advance. Nevertheless I still beg to submit the following proposals that have come forward with regard to II. class.

1) to advance rates off Continent by 20 Marks,

2) to make a general advance by 10 Marks,

3) to advance all continental rates by 10 shillings,

4) to charge head tax separately.

12228 Will the Lines please inform me to which of these four proposals they would be agreeable. Lines from which there is no reply here on 8th inst. I shall consider that they do not see their way to agree to any of them.

Respectfully,

Defendants' Exhibit 132.

12229

G. No. 512.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 5th, 1909.

To the Parties:

North West Transport Line. (G. 506).

12230

There are the following reports from the Red Star Line of passengers for the North West Transport Line:

From Universal Reiseburcau for Atlantic Express.

on July 1st	36	passengers
" " 2nd	29	"
transported from G. No. 506	176	
Total:	241	passengers

12231

It is to be seen from the above reports that the figures are increasing.

Respectfully,

Defendants' Exhibit 133.

G. No. 513.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 5th, 1909.

To the Parties:

North West Transport Line.

"Uranium" left Rotterdam on 3rd instant with 10 passengers in cabin and 391 in steerage of which 102 for Halifax.

Respectfully,

Previous sailings:

"Volturno"	June	19th	319	steeragers	of	which	70	for	Halifax
"Raglan Castle"	"	5th	459	"	"	"	133	"	"
"Uranium"	May	15th	436	"	"	"	87	"	"
"Volturno	"	1st	387	"	"	"	210	"	"
"Raglan Castle"	April	19th	274	"	"	"	161	"	"
"Uranium"	"	3th	450	"	"	"	169	"	"
"Volturno"	March	20th	738	"	"	"	155	"	"
"Raglan Castle"	"	2nd	540	"	"	"	144	"	"
			3603				1129		
Uranium as above			391				102		
			3994				1231		

Petitioner's Exhibit 1379. 12235

G. No. 514.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 6th, 1909.

To the Parties:

On June 11th the American Line wrote about their steadily increasing shortage and referring to Art. 11a of the Agreement asked that the Continental Lines, being all in the plus, should advance. On June 22nd 12236
they repeated this application also for the Dominion Line. In the mean time I had replied that for several reasons the Continental Lines could not further advance, the main reason being, that the difference between their lowest steerage rates plus headtax and the second cabin rate (which includes headtax) for the majority of the steamers in the trade had become so small, that a further advance of the steerage rate would seriously interfere with the pooling arrangements. On June 25th the White Star-Dominion Line and the American Line Philadelphia service reduced their Continental steerage rate by 10 Marks.

The Cunard Line on June 23rd wrote: 12237

> "Referring to your sheet No. 22 for the period up to 15th June, we notice that the American and Dominion Lines continue to increase their minus position westbound. The shortage of the American Line up to the 15th June has risen to no less than 4.479 and that of the Dominion Line to 5.655.
>
> "May we ask what measures have been taken or are proposed to be taken, by these two Lines to endeavor to carry the percentage that has been allotted to them?"

12238 *Petitioner's Exhibit 1379*

In my reply I referred to the reduction of these Lines in their continental rates in view of the impossibility for the Continental Lines to increase their rates.

To this the Cunard Line replied:

> "We are in receipt of your letter of the 26th ult., and note that the American Line have been in communication with you in regard to their Continental rates. In looking over the numbers, however, that have been carried, it must be apparent that the same action might
12239 have been taken by the American and Dominion Lines, not only in regard to Continental rates, but in regard to British and Scandinavian. We are afraid that the alteration in the American and Dominion Line's Continental rates will hardly have the result of correcting their position under the Agreement."

The position of the American Line, both services at the end of the first half year is minus 4696 or 39% short of their share. The Dominion Line, carried 5367 and their shortage is 5814 or 108%! Although it may be premature to judge about the effect of the reduction of their continental rate it seems hardly
12240 possible that they can recover their position with their present differentials. The Continental Lines need not put their steerage rates higher and cannot possibly, in view of there being apparently no chance of increasing the second class rates. But apart from that the position is such that the adjustment can hardly be brought about by continental business alone.

Referring to Article 11 I would ask both the Lines to inform me, soonest possible what further measures they propose, which, as provided for by Minute 2, must be "sufficient to bring about the desired result."

Respectfully,

(Stamped): Received 9 Jul. 1909. Ansd. 7/9.

Defendants' Exhibit 134. 12241

G. No. 515.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1909.

To the Parties:

Monthly Adjustment Payments with the Scandinavian American Line. 12242

According to Monthly Adjustment-Statements for the month of June (Form 41, No. 1) I beg to request the Scandinavian-American Line to make the following payments to

N. D. L. V. Lines	£	1477.
Allan Line	"	166.
Anchor Line	"	129.
American Line	"	287.
Dominion Line	"	46.
White Star Line	"	513.
Cunard Line	"	495. 12243
Canadian Pacific Ry. Co.	"	151.
	£	3264.

The Scandinavian-American Line will please send their check for the N. D. L. V. Lines to me.

Respectfully,

12244 **Defendants' Exhibit 135.**

G. No. 516.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1909.

To the Parties:

12245 *Monthly Adjustment Payments with the Russ. East-asiatic S. S. Co.*

According to Monthly Adjustment-Statements for June (Form 35, No. 6) the Russian East-Asiatic SS. Co. will please pay to:

N. D. L. V. Lines	£	2434.
Allan Line	"	108.
Anchor Line	"	159.
American Line	"	332.
Dominion Line	"	140.
White Star Line	"	505.
Cunard Line	"	630.
12246 Canadian Pacific Ry. Co.	"	84.
	£	4392.

The Russian East-Asiatic S. S. Co. will please send their checks for the British Lines direct to the respective Lines.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 9—7—1909 Acknl'd 1909 Answered 1909.

Petitioner's Exhibit 1380. 12247

G. No. 517.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1909.

To the Parties:

Compensation "Estonia" against "Volturno" 24/5 1909. (G. 499.) 12248

The replies of the Lines with reference to this subject differ to some extent, as regards the points in which the bill (G. No. 499) is not within the terms of Minute 22. Whilst some of them express their view, that they should be met in this case if sanctioned by the Small Committee, others take the standpoint that Minute 22 has to be stuck to strictly and some Lines have written to New York for further information.

As to the sanction of the Committee I beg to refer to G. 488, which seems to contain the informations.

Respectfully, 12249

12250 **Petitioner's Exhibit 1381.**

G. No. 518.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1909.

To the Parties:

North West Transport Line & Lozantcheff Freres, Monastir.

12251 The Cunard Line write on July 3rd:

> "We are advised that the firm of Lozantcheff Freres, Monastir, have forwarded last week 10 passengers to the firm Zwilchenbart and Kaiser U. Co., Basle. In view of the headway the North West Transport is making in the westbound business perhaps you would care to take this matter up with the firms in question as to the acceptance of such passengers from Agents who are in close relationship with the North West Transport Line."

12252 So far agents have not been informed that Lozantcheff Freres, Monastir, are agents with whom they must have no dealings, and it has not been reported, that this firm is in relationship to the N. W. T. L. Will the Cunard Line please let me know the facts by which this relationship is established, so that eventually the firm may be disqualified as per Minute 20.

In the meantime the Lines for which the above mentioned Basle firms are acting as agents may take cause to ask them for which Line or Lines the above passengers were booked.

Respectfully,

Petitioner's Exhibit 1382.

12253

G. No. 519.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th, 1909.

To the Parties:

Net rates.

12254

On several occasions complaints have been raised with reference to the quoting of net rates for steerage business on the Continent on the part of the French Line and several of the British Lines. The French Line some weeks ago have instructed their agents, to quote only gross rates and to make no allowance of their commission but then their agents pointed to the net rates of the Basle agents of the American Line, Cunard Line & White Star Line. I then applied on June 12th to the Cunard Line and Messrs. Ismay, Imrie & Co. and received from the latter the following reply:

12255

> "With further reference to your letter of the 12th inst., wherein you sent us copy of communication received from the French Line on the subject of gross rates being made for third class business over Havre and Cherbourg, we wish to say that the matter has received our careful consideration but we feel in view of the impossibility of preventing the Basle agents from making concessions in the gross rates by their paying away part of their commission it would seemingly be of no object to

12256 *Petitioner's Exhibit 1382*

adopt the proposal now put forward and we therefore for this reason consider that the position should be allowed to remain unchanged, thus leaving the Basle agents to add to the nett rate whatever commission they feel competition will permit them to take."

This reply is considered as most unsatisfactory by all the Continental Lines who have expressed their views on it and who are unanimous, that it must not be allowed, to pass so slightly on an open disregard of the agreement. Art. 14a of the Agreement AA
12257 leaves no doubt that the agents have to charge *gross* rates out of which the Lines have to pay them the commission, as fixed, and Art. 5 A of the Agreement Z to which the Atlantic Conference Lines are parties, reads: "For Continental business *only gross* through rates off Continental ports to be quoted."

Whilst it is admitted that under special circumstances it may be useful to depart from certain regulations of the agreements this however cannot be left to the individual parties but has to be decided by Conference.

Will the Lines concerned please conform to the Agreements or point out for consideration of the Conference such reasons as they think make it in the
12258 interest of the Community to maintain for the present, the present practice.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 9 Jul. 1909. Ansd.

Defendants' Exhibit 136.

12259

G. No. 520.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 8th, 1909.

To the Parties:

Monthly Statements for June.

12260

According to the Summary of Monthly Adjustment-Statements for June Form 30, No. 6 I beg to request the Parties for the following payments being made:

Anchor Line	to	Dominion Line	£ 158.—.—
" "	"	Donaldson Line	" 44.—.—
White Star Line	"	Dominion Line	" 224.—.—
Cunard Line	"	Continental Lines	"9104.—.—
" "	"	American Line	"4274.—.—
" "	"	Allan Line	"1092.—.—
" "	"	Canadian Pacific Ry. Co.	"1080.—.—
" "	"	Dominion Line	" 529.—.—

12261

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 10/7 1909. Ackl'd 1909. Answered 1909.

12262 **Defendants' Exhibit 137.**

G. No. 521.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 9th, 1909.

To the Parties:

Funds of immigrants. (G. No. 510.)

12263

I received this morning a cable from Secretary Sandford which referred to a cable which the New-york representative of the Hamburg American Line, Mr. Boas, had sent to his Company and upon application they repeated it to me as follows:

> "At meeting of all lines today general protest of steamship lines against arbitrary actions of immigration—Commissioner was considered unwise and dangerous, please construe cable July second to Peters rather in nature of general warning to be careful in booking if immigrants have reliable addresses of relatives
12264 and railroad tickets, they will be admitted even with less than twenty-five, but families should have at least twenty-five."

The second part of this cable I passed on by wire to all the Lines of the various Conferences.

Respectfully,

Defendants' Exhibit 138.

G. No. 522.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 10th, 1909.

To the Parties:

North West Transport Line.

The steeragers forwarded by the S. S. "Volturno" from Rotterdam June 19th and by S.S. "Uranium" July 3rd were composed according to countries where they came from as follows:

	S. S. "Volturno" June 19th			*S. S. "Uranium" July 3rd*		
	For Halifax.	*For U. S. A.*	*Total.*	*For Halifax*	*For U. S. A.*	*Total.*
from Russia	6	218	224	20	282	302
" England	30	3	33	59	—	59
" Hungary	1	22	23	—	18	18
" Austria	9	12	21	1	5	6
" Germany	—	7	7	—	1	1
" Italy	1	6	7	2	2	4
" Turkey	—	3	3	—	—	—
" Roumania	—	1	1	—	—	—
" Bulgaria	1	—	1	—	—	—
	—	—	—	—	—	—
	48	272	320	82	308	390
	—	—	—	—	—	—

For all the passengers from England, with the exception of one, Liverpool was reported as being their last residence and by their names I judge them all to be Armenians. Is there nothing to be found out in Liverpool, which way these passengers come to Liverpool?

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 12 Jul 1909. Ansd.

12268 **Petitioner's Exhibit 1383.**

G. No. 523.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 10th, 1909.

To the Parties:

Advance Second Class Rates. (G. No. 511.)

12269 Of the 4 proposals made in G. No. 511:

1	was	agreed	to	by	4	Lines
2	"	"	"	"	7	"
3	"	"	"	"	6	"
4	"	"	"	"	4	"

Of 3 Lines no reply has been received.

There is therefore no chance for the present to agree on even a slight advance.

The Red Star Line informed me today that for the summer season they have advanced their second class minimum rate to New York to M 220, Boston 230 Marks with a view to repress the rush of third class
12270 passengers into the second class caused by the hitherto trifle difference between second and third class rates, of which I informed the Lines by wire.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 12 Jul 1909. Ansd.

Petitioner's Exhibit 1384. 12271

G. No. 524.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 12th, 1909.

To the Parties:

Union Ticket Office. (G. No. 507)

In reference to G. No. 407.
Mr. Smyth writes:

"* * * this matter was fully discussed at a recent meeting of the British Lines, and I am desired to inform you that the Anchor Line will write to the Union Ticket Office warning them that they must have no connection whatever with, nor must their passengers come through the Universal Reise-Bureau at Vienna. In regard to the allegation as it concerns the "Vaterland" office, I would say that the Anchor Line has already replied thereto as per letter embodied in your G. No. 507 above." 12272

Red Star Line:
(Translated):

"This morning (10th) at 7 o'clock there arrived here for the Union Ticket Office in destination for the Anchor Line 5 1/2 passengers from the Reisebureau Vaterland Krakau. They had closed envelopes from the Universal Reisebureau, Vienna, the firm of which as also the address of the Union Ticket Office were printed on the envelopes, which is clear evidence that the Union Ticket Office besides is in regular business connection with the disqualified Universal Reisebureau, Vienna, besides Vaterland." 12273

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 14 Jul 1909. Ansd.

12274 **Petitioner's Exhibit 1338.**

G. No. 525.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 13th, 1909.

To the Parties:

American and Dominion Lines' Minus (G. No. 514.)

12275 The American & Dominion Lines' reply to G. No. 514 reads:

"We have your favour of the 6th inst. (G. 514) and note what you say as to Continental Lines who are all in the plus, being unable to advance third class rates mainly because of the small difference existing between Third Class & Second Class rates.

"As you are aware we have already expressed our willingness to join in a general advance of Second Class rates, which would enable Continental Lines to advance Third Class rates and so give effect to the fundamental
12276 principle of the Agreement embodied in Commentary to Article 11 'A.A.' which says adjustments of carryings, whenever practicable, are to be effected not by reducing rates of one Line, but on the contrary by raising the rates of one or several of the Lines.

"It was in view of the improbability of this being brought about that we took the only step open to us, viz: to reduce Continental Rates, and if it be found after sufficient time has elapsed to show the effect of this, that the meas-

Petitioner's Exhibit 1338

12277

ures taken do not produce an adequate result, our Continental Rates can be reduced still further, but with regard to the suggestion that we might take similar action with respect to British and Scandinavian Rates, we are already down to our minimums scheduled at London Meeting Feb. 5th as per Appendix I. of 'A.A.' and are not at liberty to go below those figures."

It is evident that the views of the Cunard Line on the schedule of May 1st, 1907, are at variance with those of the American & Dominion Lines.

The Cunard Line says:

12278

"The same action (reduction) might have been taken by the American & Dominion Lines not only in regard to Continental rates but in regard to British and Scandinavian."

The American & Dominion Lines say:

"We are already down to our minimums."

From the fact that the Schedule embodied in Agreement C. C. contains lower rates than the schedule of May 1st, 1907 one must conclude that the rates in this latter schedule are not the minimums, under which no Line must go down. What however the character of the schedule may be, it cannot supersede paragraph *b* of the Commentary to Article 11 which fixes the lowest gross rate at £5—.—

12279

I leave it in first instance to the American & Dominion Lines, what further measures they propose to adjust their position and eventually Lines would be entitled to take recourse to Article 11b.

Respectfully,

(Stamped): North Atlantic, Passenger Conference. Received 15/7/1909. Acknl'd....1909. Answered....1909.

12280 **Defendants' Exhibit 139.**

G. No. 576.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 13th, 1909.

To the Parties:

North West Transport Line. (G. No. 522.)

S. S. "Volturno" sailed from New York July 10th with 212 steeragers against "Kroonland" with 752
12281 steeragers. The rate for the "Raglan Castle" June 26th which was originally $23—then on 21st, $21—and on 23rd $19—with $3 to 5 commission. No doubt the terms for "Volturno" will have been similar, certainly not better. What the rate for the "Kroonland" has been I am not informed of yet. The "Volturno" as far as numbers are concerned, has fought her way with good success.

Respectfully,

Previous sailings		*Steeragers*
"Volturno"	February 27th	13
"Raglan Castle"	March 27th	35
"Volturno"	April 10th	42
12282 "Uranium"	" 24th	95
"Raglan Castle"	May 12th	128
"Volturno"	" 25th	72
"Uranium"	June 9th	147
"Raglan Castle"	" 26th	160
"Volturno"	July 10th	212
		904

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 15 Jul 1909. Ansd.

Defendants' Exhibit 140. 12283

G. No. 527.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 16th, 1909.

To the Parties:

North West Transport Line. (G. 522, 526.)

12284

The Red Star Line report the following passengers from the Universal Reisebureau, Vienna, passing Antwerp on their way to Rotterdam on

July	3rd	23	passengers
"	4th	18	"
"	7th	47	"
"	8th	42	"
"	10th	12	"
"	12th	14	"
Total		156	passengers.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. 12285
Recd. 19 Jul 1909. Ansd.

12286 **Petitioner's Exhibit 1385.**

G. No. 528.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 19th, 1909.

To the Parties:

12287 *American & Dominion Lines' Minus. (G. No. 525.)*

On this subject the following communications have been received from:

Anchor Line:

"* * * We some weeks ago drew attention to the large minus the Companies named were piling up and wrote the British Conference Secretary, Liverpool, on the subject. The American Line reduced rate from some continental ports to a small extent, but the 'measure' was not drastic enough. The Dominion Line then made no move.

12288 "Article 11 of 'AA' agreement is advisory only. Where practicable rates of other Cos. should be advanced, but the article pointed out by the words 'whenever practicable' that this course may not always be prudent or possible.

"Your remarks at the end of your letter sum up the situation in our opinion & the two lines named should long ago have reduced their Continental & other rates to as near £5 as possible."

Petitioner's Exhibit 1385 12289

White Star-Dominion Canadian Service:

"With regard to your reference to the fact that the Scandinavian rates scheduled in Agreement C.C. are lower than those previously scheduled at London on February 5th, 1908, as per schedule of May 1, 1907, under Appendix 1 to Agreement AA, that is explained by the fact that the rates of May 1, 1907, included Head Tax, and at the time that it was decided that Head Tax should be charged separately, and in addition to the normal Agreement rates, the latter were altered, as per Agreement CC., 12290
and they now take the place of those in the Schedule of May 1, 1907, referred to, and, as you say, must be regarded as the minimums within the meaning of Appendix 1 to AA.

"With regard to the Cunard Line's remark that the reduction might have been made to apply to British & Scandinavian Westbound rates, it would appear the Cunard Line have overlooked the fact that the minimums agreed under Appendix 1 are binding on all lines, including those who are outside of the operation of the Westbound Pool so far as regards British and Scandinavian business. 12291

"Regarding your reference to Commentary (b) to Article 11, this cannot override the agreement minimums referred to.

"The measures already taken have apparently altered the American Line's position according to the Weekly Statistics of 7th July, and if we find the measures recently taken are inadequate so far as Dominion Line is concerned, we will consider further reduction in Continental rates."

12292 *Petitioner's Exhibit 1385*

In the meantime I have been informed that the American Line, Southampton, have reduced their British westbound rate by 5/ prepaid $1.25. In view of the small share of the American Line's Southampton service in British business it is to be expected that this reduction is not sufficient to bring about the desired result. (Min. 2.)

The views of the British Lines on the character of the Schedule apparently do not agree. I find nowhere that they are to be considered as *minimums* and Art. 6 a of Agreement CC. contains nothing from which might be concluded, that amendments of the schedule
12293 made for pool adjustment purposes can only be made by advancing. A schedule is in itself quite inconsistent with the pooling arrangements.

I would ask the rest of the Lines what positions they take with regard to the opinion expressed by the White Star-Dominion Line and further if they will await the result of the American Line's action.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21—Jul 1909 Ansd.

12294

Petitioner's Exhibit 1386. 12295

G. No. 529.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 20th 1909.

To the Parties:

N. W. T. L. & Lozantcheff freres, Monastir.
(G. No. 518.)

With reference to G. No. 518 the Cunard Line write: 12296

> "Answering the second paragraph of your letter of July 7th on the above matter, we would call your attention to your G. No. 408 of the 7th April, concerning 12 passengers, alleged to have been booked by Christoff of Monastir for the Northwest Transport Line. As already mentioned, on investigation we found that the passengers in question were not booked by Christoff. As a matter of fact, they were booked by Messrs. Lozantcheff Freres, and it is because we find that these Agents, acting for the Northwest Transport Line, are still working in conjunction with Agents of the Conference Lines, that we suggest you might wish to take the matter up." 12297

I have not heard anything yet from the Lines which are in connection with Messrs. Zwilchenbart (Transat) & Kaiser & Co. (American Line) if these firms have forwarded the passengers in question for the N. W. T. L. or if not, for which other Line.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd 22 Jul 1909 Ansd.

12298 **Defendants' Exhibit 141.**

G. No. 530.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 21st 1909.

To the Parties:

12299 *North West Transport Line. (G. 527.)*

In pursuance to G. No. 527 the Red Star Line report the following passengers

from Universal Reisebureau for Atlantic Express

July 13th	21	passengers
15th	65	"
16th	24	"
18th	34	"
	144	"
G. No. 527	156	"

12300 Total: 300 passengers

The parties were informed, that the "Raglan Castle" left Rotterdam on the 19th instant with 385 steeragers, of which 92 for Halifax and with 17 cabin passengers.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Jul 1909 Ansd.

Petitioner's Exhibit 1387.

12301

G. No. 531.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 22nd 1909.

To the Parties:

North West Transport Line. (G. No. 527.)

"Volturno" July 10th eastbound. Advertised rate was $25 less $3 and up to $5 commission is paid extra (thus making a total commission up to $8). The appointed opposition steamer was "Kroonland," Rate $24.— Commission $2. Circulars issued 7th. On 8th "Volturno" reduced to $23.— As known (G. No. 526) "Volturno" got 212 steeragers which include 70 children and infants. She had also 18 cabin passengers & 31 deported aliens. 12302

The next steamer "Uranium" is advertised to sail July 24th.

Steerage Rates

to Rotterdam	$ 25.—	12303
" Hamburg	" 28.—	
" Bremen	" 27.—	
" Antwerp	" 26.—	
" Libau	" 33.—	

Commission $3.

No information yet about fighting steamer.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept Recd. 24 Jul 1909 Ansd.

12304 **Petitoner's Exhibit 1388.**

G. No. 532.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 22nd 1909.

To the Parties:

12305 *North West Transport Line. (G. No. 531.)*

The Holland American Line wish me to promulgate the following letter of their New York office of 9th instant:

"S.S. 'Volturno' is scheduled to leave tomorrow and S.S. 'Kroonland' of the Red Star Line has been selected by the 'Small Committee' as the fighting ship, with a rate of $24 less $2 commission. The rate up to the 7th inst. for the S.S. 'Volturno' was $25 less $3 commission, after said date was reduced to $23 less $3 commission, with perhaps as previously an unofficial extra commission of from $2 to $3.

12306 The 'Small Committee' did not consider it necessary to make any further reductions for the Red Star Line and we greatly regret that the same tactics which were used previously, namely, the paying of an extra commission where it is deemed necessary cannot be adopted any more under the provisions of the Agreements. We learned from an unofficial source that S.S. 'Volturno' will have between 150 and 200 passengers tomorrow."

Petitioner's Exhibit 1388

12307

Since the Small Committee was stopped in following the steps of the North West Transport Line, the latter is making more headway. If the letter of the Holland America office expresses the general feeling of the New York representatives, the Lines will perhaps reconsider the proposal of the Small Committee as per G. 486. Minute 22a provides for the opposition steamer the same or a lower rate than the outside steamer. I think it is meant "net" rate, as otherwise by the higher commission of the competition in effect there is neither the "same" nor a "lower rate;" the simple reduction of the gross rates seems to be only half a measure and this I do not think is intended by such an important paragraph as Minute 22.

12308

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 27 July 1909. Ansd. 28 Jul.

12309

12310 **Petitioner's Exhibit 1389.**

G. No. 533.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 24th, 1909.

To the Parties:

Harry Cohen, Bremen.

I received today the following letter from Lloyd:

12311 "Enclosed we beg to hand you copy of a circular issued by Mr. Harry Cohen of this city, which in our opinion constitutes a very serious infraction of Article 16 Agreement A.A. We expect that the British Lines will cause Mr. Cohen to at once withdraw this circular, and also call his attention to the possible consequences of his action."

The passage in the polish circular referred to reads translated:

12312 "They are English Express steamers which cross the Ocean in but 5 to 6 days, the largest in the world and therefore absolutely safe. They who undertake such a wide voyage, should not risk their life and consequently they should go by an English steamer.

"Because on the English vessels the majority of the travelling public are English who are accustomed to better accommodation and better boarding therefore, answering the requirements of the English public, there has been fitted up on our vessels the third class. People are not impelled in an immense compartment, but everybody is accommodated in a cabin with 2. 4. most 6 berths where they

Petitioner's Exhibit 1390 12313

have fresh air during the whole voyage and do not fall sea sick. In this respect our third class is the same as on many vessels the second class."

Respectfully.

Petitioner's Exhibit 1390.

G. No. 534.

12314

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 26th, 1909.

To the Parties:

Union Ticket Office. (G. No. 524.)

In pursuance to the communication of the Red Star Line as per G. No. 524 the latter write:

12315

"(Translated) On 20th inst. there arrived here again 6 passengers from the disqualified Tourist Office 'Vaterland' who were forwarded by the Universal Reisebureau Vienna for the Anchor Line to the Union ticket Antwerp. The passengers were Galicians."

Will the Anchor Line please inform me what they have to say to these repeated instances where the Union Ticket Office is in connection with a disqualified firm?

Respectfully,

12316 **Petitioner's Exhibit 1391.**

G. No. 535.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 26th, 1909.

To the Parties:

American & Dominion Lines' Minus. (G. No. 528.)

12317

With reference to G. No. 528.
White Star Dominion Canadian Service write:

"With regard to Anchor Line's remarks, since their letter was written, not only has the Dominion Line reduced its westbound Continental rates by Marks 10, which step the Philadelphia service of the American Line had already taken, but the American Line at Southampton, as you point out, has reduced its British rates to the normal minimum and has, furthermore, reduced Continental rates by Marks 20 from Rotterdam, Antwerp, Bremen and Hamburg.

12318

"We hope and expect these measures will produce the desired increase in our carryings.

"With regard to your remark that nowhere are the British and Scandinavian rates scheduled to be considered as minimums and that Article 6 of Agreement CC, contains nothing from which might be concluded that amendments of the schedule made for Pool purposes can only be made by advancing,—we do not think it will be contended that the British and

12319

Scandinavian rates scheduled were intended to be regarded otherwise than as minimums just as are all other rates scheduled in the other agreements. If that were not so, the Lines not parties to the westbound pool, who are absolutely unrestricted regarding the amount of westbound traffic they may carry, would be also unrestricted in the matter of rates and could put same down to any figure they considered necessary to command as much of the traffic as they want.

"Article 6 of Agreement C C refers only to Scandinavian traffic, but in any case, in our opinion, there is nothing in that which overrides the principle laid down in Commentary to Article 11 of AA."

12320

In connection with the matter in question is the following letter from Lloyd:

"With reference to Circular Letter G. No. 528 we think the Continental Lines are entitled to ask the British Lines for an authentical explanation regarding the nature of the rate agreement referred to for British and Scandinavian business. Our opinion always has been that the rates mentioned in the Schedule of May 1st, 1907, and its amendments, were not to be considered as absolute minimums. Article 6 Agreement C. C. seems to confirm this view while there is certainly nothing in §2 of the Appendix 1 to Agreement A. A. to contradict it. However as a reduction in the rates agreed upon (even if applying to only one line or class of steamers) would entitle the Lines who are not parties to Agreement A. A. for westbound business, to reduce their rates by a corresponding amount and thereby increase

12321

12322 *Petitioner's Exhibit 1391*

their differentials against the other Conference steamers, it may not be advisable to reduce rates below the agreed schedule except in case of absolute necessity. We shall be glad to hear if this interpretation is correct. In any case we must take exception against the view expressed by the White Star and Dominion Lines that clause 2 of the Appendix 1 to Agreement A. A. overrides §2 of the Commentary to Art. 11 of the Main contract."

Respectfully,

12323

12324

Defendants' Exhibit 142.

12325

G. No. 536.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 27th, 1909.

To the Parties:

Compensation S. S. "Oceanic" June 9th, 1909.
(G. No. 495.)

12326

The White Star Line send me bill for 280 adults, 24 childr. 13 infants=292 adult passengers which were carried in competition against the "Uranium" to Hamburg by the "Oceanic" on June 9th from New York as per G. 495; the rate charged for them has been 25, so that in accordance with Minute 22 there is a compensation of $5 per adult = $1460, to be paid to the White Star Line.

The percentages over which the amount is to be distributed are to be calculated as follows: Transat by agreement with the N. D. L. V. since June 1st participate with a percentage of 10.05% in the eastbound 12327
business of the N. D. L. V. Lines; the remaining 89.95% of the N. D. L. V. Lines are equal to 45.80% of the 4 N. D. L. V. Lines under Agreement A. A., so that Transats share under Agreement A.A. is 45.80x10.05:8995 = 5.12%; the total of percentages is therefore 105.12% which reduced to 100 percent gives the following percentages.

Allan Line	4.71%
Anchor Line	3.74%
Cunard Line	14.38%

12328 *Defendants' Exhibit 142*

Hapag	11.75%
Nasm	5.80%
Lloyd	17.87%
Red Star Line	8.14%
White Star Line	14.74%
American Line	8.30%
Dominion Line	1.43%
Canpac	4.27%
Transat	4.87%
	100.00

12329 Austro's share is 4% of the 4 N. D. L. V Lines, the remaining 96% of the N. D. L. V. Lines are equal to 43.56% of the above percentages of the N. D. L. V. Lines so that Austro's share is 1.82%. The Total of the percentages of 101.82% reduced to 100 shows the following percentages:

Allan Line	4.63%
Anchor Line	3.67%
Cunard Line	14.12%
Hapag	11.54%
Nasm	5.70%
Lloyd	17.55%
Red Star Line	7.99%
White Star Line	14.48%
American Line	8.15%
Dominion Line	1.41%
Canpac	4.19%
Transat	4.78%
Austro	1.79%
	100.00

12330

In accordance with Article 24 of Agreement B.B. the Russian American Line participate with 3% in

Defendants' Exhibit 142

12331

the A. C. percentages which is (93.43×3 : 97) = 2.80% of the A. C. Lines inclusive of Transat and Austro; the total of the percentages of 102.80% reduced to 100% shows the following results:

Allan Line	4.50%
Anchor Line	3.57%
Cunard Line	13.74%
Hapag	11.23%
Nasm	5.54%
Lloyd	17.07%
Red Star Line	7.77%
White Star Line	14.09%
American Line	7.93%
Dominion Line	1.37%
Canpac	4.08%
Transat	4.65%
Austro	1.74%
Russ. America Line	2.72%
	100.00%

12332

As the share of the Allan Line is to be borne by the other Lines in proportion to their shares the above percentages change now as follows:

12333

		Amount due to White Star Line
Anchor Line	3.74%	$ 54.61
Cunard Line	14.39%	210.10
Hapag	11.76%	171.70
Nasm	5.80%	84.68
Lloyd	17.87%	260.90
Red Star Line	8.14%	118.84
White Star Line	14.75%	215.35
American Line	8.30%	121.18
Dominion Line	1.44%	21.02

12334 *Defendants' Exhibit 142*

Canpac	4.27%	62.34
Transat	4.87%	71.10
Austro	1.82%	26.57
Russ. America Line	2.85%	41.62
	100.00	$1460.00

I beg to request the parties to remit the above amounts to the White Star Line, Southampton. The bill is subject to my verifying it.

Respectfully,

12335

(Stamped): North Atlantic, Passenger Conference. Recd. 29 Jul. 1909. Ackd. Ansd.

12336

Defendants' Exhibit 143. 12337

G. No. 537.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 27th, 1909.

To the Parties:

North West Transport Line. (G. No. 532.) 12338

S.S. Volturno from Newyork on 10th instant arrived at Hoek van Holland on the 23rd inst., where the 350 passengers were landed in the usual way on the morning of the 24th; she proceeded at once to Hamburg. In accordance with a telegram of the Hamburg American Line she has been arrested there on account of a claim of the Hamburg coal purveyors of 10,000 Marks; so far there are no news that she has been released.

S.S. Uranium left Newyork on the 24th instant with 195 steeragers and 30 cabin passengers.

Respectfully,

12339

12340 **Petitioner's Exhibit 1392.**

G. No. 538.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 28th, 1909.

To the Parties:

Agreement CC. (G. No. 515)

12341

The Scandinavian American Line write:

"In accordance with your circular G. No. 515 we have sent payments to the different Lines, who in turn have acknowledged receipt.

"The Allan Line, however, sends us the following message, dated July 21st:

"'We beg to state that this payment is accepted provisionally and without prejudice to the position we have taken up as regards the terms *of the proposed agreement* between your
12342 Company and the atlantic conference lines.'

"and the Canadian Pacific R. R. Co. in a letter dated July 22nd writes as follows:

"'In sending you the enclosed receipt for the £151.— sent by you to effect the adjustment indicated in Secretary Peters' circular G. No. 515, please note, that the acceptance of this Check is without prejudice to our outstanding contentions, and is contingent upon the satisfactory conclusion and signature of the agreement in question.'

Petitioner's Exhibit 1302

12343

"This is the first intimation we have received that the agreement C.C.—as concluded between the conference lines and our company—has not been actually completed, and that the Allan Line still maintain it to be *a proposed agreement*, while the Canadian Pacific Co. intimates that the agreement is not subscribed to by them.

"The Gentlemen, who acted as a Committee on behalf of the conference lines, and who declared to possess full authority to deal with our company and to subscribe on behalf of the conference lines, have not informed us about any difficulties, that have arisen, neither has the Secretary at Liverpool given us any information thereof.

12344

"In consequence thereof we consider all the transactions that have taken place between our company and your goodselves on behalf of the Atlantic Conference Lines after June 1st this year, as having been premature and void, as they should certainly not have been put in force, as long as any of the parties to the agreement refused to accept the conditions as agreed to by the committee.

"We shall also feel at liberty to be relieved at once of the obligations assumed by agreement C.C. until such date when the lines mentioned in the agreement have subscribed to same, and announced their willingness to let agreement C.C. become operative.

12345

"Kindly notify the lines accordingly and inform them that we expect refund of the amounts remitted as adjustment payments for the month of June because they were made premature and before agreement C.C. could come into operation by all parties.

12346 *Petitioner's Exhibit 1392*

"We have wired the two Canadian Lines to remit the amounts already sent, and shall request you to make necessary arrangements with the remaining conference lines.

"We shall abide your information about when we may expect agreement CC. to be completed and signed & in full readiness for coming into operation."

I am sorry to learn that there are still obstacles to the completion of agreement CC., of which when ordering the payments I had no knowledge. Under
12347 the circumstances I have to ask the parties to comply with the wishes of the Scandinavian American Line and to return the amounts paid to them as per G. 515; at the same time I shall be glad to be informed, as soon as the agreement has been completed.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 30 Jul. 1909. Ansd.

12348

Defendants' Exhibit 144. 12349

G. No. 539.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 28th, 1909.

To the Parties:

North West Transport Line. (G. No. 530.)

Of the 384 passengers which left Rotterdam on the 19th instant by the "Raglan Castle" were: 12350

	for Newyork	for Halifax	Total
Russian	253	12	265
Hungarians	23	—	23
Austrians	23	10	33
Italians	1	—	1
Germans	3	—	3
Bulgarians	—	2	2
From England	6	51	57
	309	75	384

Of the passengers from England 6 were Jews with London and Liverpool as last residence; the 57 passengers for Halifax were Armenians who had come to Liverpool. 12351

I received cable from Newyork that the Uranium 24th instant from Newyork had 153 steeragers, the Vaterland which sailed in competiton 747.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 30 Jul. 1909. Ansd.

12352 **Petitioner's Exhibit 1393.**

G. No. 540.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 30th, 1909.

To the Parties:

North West Transport Line. (G. 537)

12353

Further to G. No. 539 I beg to inform that the rate at which was booked for the Uranium has officially been $25.— less $3; extra as usual; the Vaterland had been fixed at $24.— less $2.—; the latter rate was advertised on 21st instant.

In order to ascertain what effect this plan of action has on the traffic the Small Committee suggests and recommends that no competition be fixed against the next sailing of the N. W. T. L. This would test the situation to see how effectively the present methods of competition work.

If the parties deem a fighting steamer necessary
12354 they will please inform me by wire.

Respectfully,

H. PETERS,
p. Rep.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 2 Aug. 1909. Ansd.

Defendants' Exhibit 145. 12355

G. No. 541.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 31st, 1909.

To the Parties:

Union Ticket Office. (*G. No. 534*).

12356

In reply to G. 534 the Anchor Line write:

"* * * the Anchor Line did not assent to the disqualification of 'Vaterland' Rotterdam, and that at the last Paris meeting the disqualification was not ratified. The matter was sent back to the Liverpool Conference for future action.

"We may say, however, that this Line has had no business dealings with the Vaterland, Rotterdam for months & this applies to all its agents. Passengers from the San Rafael Society at Krakau may hold cards with 'Vaterland' on them but these people have no connection with Onischcavish at Rotterdam but are shipped from Antwerp. 12357

"We intend to continue receiving passengers from the San Rafael Society at Krakau."

Respectfully,

12358 **Petitioner's Exhibit 1394.**

G. No. 542.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 31st, 1909.

To the Parties:

12359 *N. W. T. L. Lozantcheff Freres. Monastir. (G. No. 529)*

In pursuance to G. 529 the American Line, Southampton inform me of the following reply of their Basle agents Messrs. Kaiser & Co.:

> "We thank you for informing us that Lozantcheff Frerers of Monastir are dealing with the North West Transport Line. Now we know this we will have no further dealings with them. The last passengers we had from them were for the 'Adriatic' April 18th, since then we have heard no more of them."

12360 Transat has the information from Messrs. Zwilchenbart of Basle, that they have not transited passengers of Lozantcheff Freres, Monastir.

If the Cunard Line are sure that the passengers mentioned in G. 518 and 529 from Lozantcheff Freres were booked for the N. W. T. L. the Red Star Line propose to disqualify them.

Will the Lines please say whether they agree.

Respectfully,

Defendants' Exhibit 146. 12361

G. No. 543.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 2nd, 1909.

To the Parties:

North West Transport Line. (G. No. 539.)

From July 19th to July 29th there passed through Antwerp for the North West Transport Line 123/1 7/2 12362

No news yet that S.S. "Volturno" is released.

Respectfully,

P. S. According to telegram from Holland America Line "Volturno" sailed Saturday night from Rotterdam with ten passengers in cabin and 248 in steerage of which 71 for Halifax.

On July 30th I wired: "Americano wires: Rumors afloat here which New York considers probably correct although no confirmation obtainable that Raglan Castle did not pass examination American Steamboat Inspection same consequently withdrawn from service Napolitan Prince chartered will take her place August 7th from New York." 12363

Hapag having applied to New York for further information has received the following reply: "Steamboat inspectors advise Raglan Castle's inspection certificate only expires August 20th, therefore cannot affect her sailing August seventh."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Aug. 1909. Ansd.

12364 **Petitioner's Exhibit 1395.**

G. No. 544.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 2nd, 1909.

To the Parties:

Compensation to "Oceanic." (G. No. 536)

The Anchor Line write:

12365

> "We note with some surprise that the share of the 'Allan' Line has to be borne by all the other Companies in the various agreements, according to their percentages. Of course we are aware that Messrs. Allan gave notice that they would not be parties to any further compensation basis but this was when the Lines were fighting New York and Continental Line. Does their notice equally apply to the opposition Line now running *i. e.* the North West Transport Line? We do not think that Messrs. Allan will care to continue the benefit from the fighting efforts of their colleagues in the Eastbound Agreements and not pay their percentage share of compensation."

12363

If the Allan Line will inform me that notwithstanding Minute 104 they will bear what would be their share in the compensation for the fighting steamers I will on next opportunity make out the account accordingly.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 4 Aug. 1909. Ansd.

Petitioner's Exhibit 1396. 12367

G. No. 545.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 3rd, 1909.

To the Parties:

North West Transport Line. (G. No. 543)

With reference to the suggestion & recommendation of the Small Committee that no competition be fixed against the next sailing of the N. W. T. L. (G. No. 540) the following replies have been received from: 12368

1) Americano:

"Strongly object to any such test if result should be favourable to competition such test would do more harm than cost of compensation to fighting line."

2) Hapag:

"Regarding G 540 of same opinion as Americano."

3) Transat:

"Agree with proposal small committee suppression fighting steamer." 12369

In view of minute 104, Minute 22 cannot be cancelled, wholly or partially, except by unanimity and Minute 22b reads: "Opposition steamers to be put on the berth against the steamers etc.

I therefore wired the parties:

4) "G. 540. In view of opposition of Holland and Hamburg Lines I cable opposition steamer must be appointed."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5 Aug. 1909. Ansd.

12370 **Defendants' Exhibit 147.**

G. No. 546.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 6th, 1909.

To the Parties:

North West Transport Line.

12371

The Holland America Line wire that S.S. "Uranium" (from Newyork, July 24th) upon her arrival yesterday at Hoek van Holland has been arrested for £1500, claim of the Rotterdam Dry-Dock Co.

Respectfully.

12372

Defendants' Exhibit 148.

12373

G. No. 547.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 9th, 1909.

To the Parties:

North West Transport Line. (G. No. 546)

12374

Of the 248 steeragers which left Rotterdam on July 31st by S.S. "Volturno" were:

	for U. S. A.	for Canada	Total
from Russia	171	13	184
" Hungaria	6	1	7
" Austria	4	—	4
" Italy	1	—	1
" Germany	—	—	—
" Roumania	1	—	1
" Belgium	1	—	1
" England	2	48	50
	186	62	248

12375

Of the 50 steeragers from England 49 came from Liverpool as their last residence; according to their names I judge them all to be Armenians.

Respectfully,

S.S. "Uranium" which according to G. No. 546 was arrested at Rotterdam for £1500, claim of the Rotterdam Dry-Dock Co., has been released Saturday last.

12376 **Petitioner's Exhibit 1397.**

G. No. 548.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 9th, 1909.

To the Parties:

Cruise Business.

12377

The White Star Line write:

"We have to refer to the Arbitrator's decision of 14th January last with regard to the payment of commission to Agents in America on cruise business when the Arbitrator ruled that Mediterranean cruises were subject to the rules and regulations of the 1st class rate agreement owing to there being nothing in that agreement to the contrary.

"We beg to submit that when the agreements V, W and X were concluded the question of Cruise business was not in the minds
12378 of any of the representatives present, and it was never intended that these minimum rate agreements should apply to bona fide Cruises by which the Passengers pay an inclusive fare to cover not only the Ocean voyage, but also all necessary shore expenses for Hotel accommodation and sight seeing (guides, drives, rides and rail journeys, etc.).

"The tendency must be, if this position is maintained with regard to Cruise traffic, to strengthen the hands of outside organizers, who

Petitioner's Exhibit 1397

12379

have greater freedom of action, and to throw the business very largely into their control, to the detriment of the Steamship Companies, which is surely contrary to the spirit of the Agreements.

"Experience shows that the passengers who book for Cruises are of a different class to the usual Mediterranean Atlantic passengers, and only leave home when their travel arrangements are fully covered, as provided for by the inclusive Cruise fares.

"We therefore have to request that you will circulate this letter promptly, in order that the assent of the parties to Agreements V & X may be obtained to the understanding that passenger bookings for bona fide Cruises which, as before stated, are at rates which include shore excursions, sight seeing, etc., and are always arranged for steamers making special voyages upon an itinerary covering numerous ports quite outside the ordinary trading area, are not subject to the restrictions of the Agreements in question."

12380

The Parties will please let me have their replies.

Respectfully,

12381

12382 **Defendants' Exhibit 149.**

G. No. 549.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 10th, 1909.

To the Parties:

Monthly Statements for July.

12383

According to the Summary of Monthly Adjustment-Statements & Account Current for the month of July (Form 30, No. 7), I beg to request the following payments to be made:

Anchor Line to Continental Lines	£ 1003.
Anchor Line to Allan Line	286.
Anchor Line to American Line	64.
Dominion Line to American Line	1041.
Cunard Line to White Star Line	547.
Cunard Line to Canadian Pacific Ry. Co.	516.
Cunard Line to American Line	440.
12384 Donaldson Line to American Line	148.

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 12/8 1909 Acknl'd 1909
Answered 1909.

Defendant's Exhibit 150. 12385

G. No. 550.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 10th, 1909.

To the Parties:

Payments to and from the Russ. East Asiatic S. S. Co.

According to Form 35, No. 7, the following payments are to be made for the month of July:

Russian East Asiatic SS. Co. to Continental Lines	£ 2254	12386
Russian East Asiatic SS. Co. to Allan Line	" 58.	
Russian East Asiatic SS. Co. to Anchor Line	" 135.	
Russian East Asiatic SS. Co. to American Line	" 271.	
Russian East Asiatic SS. Co. to Dominion Line	" 147.	
Russian East Asiatic SS. Co. to White Star Line	" 384.	
Russian East Asiatic SS. Co. to Cunard Line	" 536.	
Russian East Asiatic SS. Co. to Canadian Pacific Ry. Co.	" 35.	12387
	£ 3820.	

The Russian East Asiatic S. S. Co. will please send their check for the Continental Lines to me but those for the British Lines direct to the respective Parties.

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 12/8 1909 Acknl'd 1909
Answered 1909

12388 **Petitioner's Exhibit 1398.**

G. No. 551.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 12th, 1909.

To the Parties:

Agreement V, Eastbound Seasons.

12389

The White Star Line write:

> "Referring to Appendix 2, Agreement "V," we beg to propose that the Eastbound season for the full Summer schedule shall be altered to read "May 1st to July 31st," to meet the present day conditions, the travel Eastbound being now considerably later than used to be the case.
>
> "As this change could not become effective before next year, kindly put this proposal on the Agenda for discussion at the next A. C. Meeting."

12390

The proposal will be put on the Agenda for discussion at the next A. C. Meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 14 Aug. 1909. Ansd.

Defendants' Exhibit 151. 12391

G. No. 552.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 12th, 1909.

To the Parties:

North West Transport Line. (G. No. 547) 12392

The Holland America Line inform me that S.S. "Raglan Castle" left New York on August 10th with 10 Cabin passengers and 215 steeragers.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Aug 1909 Ansd.

12393

12394 **Defendants' Exhibit 152.**

G. No. 553.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 14th, 1909.

To the Parties to Agreement V:

Through booked passengers.

12395

Transat write:

"Nous avons bien recu votre lettre du 9 Ct au sujet des prix publiés à La Havane par la Holland-Amerika Linie et nous pensons que cette question intéresse toutes les compagnies signataires des agreements V et W. Nous la résumons donc ci-après:

"D'après une coupure de journal que nous vous avons envozée, la Holland Amerika Linie offre des passage de 1 re classe de la Havane à Paris via New York et Boulogne s/mer au prix de $ 123. Si nous décomposons le prix du voyage, nous trouvons:

12396

de la Havane à New York par la Ward Line		Dollar	45
de New York à Boulogne s/mer prix minimum du "Potsdam," "Noordam," etc.	£ 16.10	"	82.50
Chemin de fer Boulogne-Paris	Fr. 28.55	"	5.70
		Dollar	133.20

Defendants' Exhibit 152

"Nous avons demandé à la Ward Line de nous faire la même concession que celle qu'elle accordait à la Holland-Amerika Linie, et elle nous a consenti une diminution de Dollar 5 affirmant que nous serions ainsi exactement sur le même pied que la Nasm. En demandant cette concession, nous savions très bein être en opposition avec l'article 7 de l'agreement V ainsi concu:

" 'Through booked passengers must pay in addition to the Ocean fare the actual official tariff rate of the transportation companies by which the transportation takes place.' "

"Mais nous désirions savoir comment la compagnie Hollandaise pouvait obtenir le prix de Dollar 123. La rèponse de cette compagnie, que vous nous avez transmise comme suit:

" 'Wir können auf die Entgegnung der Transatlantique nur antworten, dass die im Agreement V festgesetzte Minimalrate genau von uns innegehalten wird. Jeder der will, kann sich davon überzeugen.' "

"ne nous donne pas satisfaction, car nous ne pouvons pas savoir ce qu'elle recoit et nous ne voyons que l'annonce parue dans les journaux de La Havane. Nous sommes tout disposés à croire qu'elle encaisse bien la part qui doit lui revenir d'après l'agreement V. mais nous sommes en droit de lui demander comment son agent peut afficher le prix de Dollar 123.

"Comme cette question nous intéresse tout particulièrement, puisque l'annonce ne vise exclusivement que Paris, nous prions la Holland-Amerika Linie de bien vouloir nous renseigner. Si elle obtient Dollar 10 de diminution de la

12397

12398

12399

12400 *Defendants' Exhibit 152*

Ward Line, toutes les compagnies doivent être traitées de la même facon, ou sans cela l'article 7 précité doit être appliqué et le prix du passage La Havane-Paris par 'Potsdam,' etc., doit être indiqué comme coûtant Dollar 133.20."

To the foregoing letter I may add that the Holland America Line furnished me proof that they get their minimum rate.

A similar case was brought before me October last.
12401 The Hamburg American Line reported that a passenger had paid £ 21 for his through ticket from Kingston to New York by Royal Mail steamer & from Newyork to Liverpool by "Lucania." The minimum rate for the "Lucania" being £ 20.10 there was only 10sh left for Kingston-Newyork instead of the official tariff rate of £ 9. The Cunard Line upon being asked for an explanation of the through rate replied that they had received the full minimum fare for passage from Newyork to Liverpool, and when further the Hamburg American Line pointed to that through rate involving a deviation from clause 7 of Agreement V the Cunard Line asked in what way they had deviated from the Agreement.

12402 Respectfully,

Petitioner's Exhibit 1399.

12403

G. No. 554.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 16th, 1909.

To the Parties:

North West Transport Line. (G. No. 552)

12404

S.S. "Raglan Castle," left New York on August 10th with 224 steeragers. Her rate was $25, less $3, official commission. The appointed opposition steamer was S.S. "Rotterdam" and her rate was fixed at $24, less $2 commission.

Respectfully,

12405

12406 **Petitioner's Exhibit 1400.**

G. No. 555.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 16th, 1909.

To the Parties:

12407 *Minimum rates for British & Scandinavian business. (G. 528)*

The American Line and the White Star-Dominion Line, Canadian Service write:

> "Referring to your G. 525, 528 and 535 and to the difference of opinion regarding the minimum rates for the British & Scandinavian Business within the meaning of Appendix 1 to A.A., we will be glad if you will put this question on the Agenda for the A. C. Meeting in October, as we think the point a very important one."

12408 The question will be put on the Agenda of the next A. C. Meeting.

Respectfully,

Defendants' Exhibit 153.

12409

G. No. 556.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 16th, 1909.

To the Parties:

North West Transport Line. (G. 554)

12410

The Hamburg American Line wire:

> "According to reliable information the North West Transport Line bought the turbine steamers 'Heliopolis' and 'Cairo.' It seems that they also go in for the 'Kaiser Friedrich.' All negotiations are conducted by Mr. Hanna, Vice-president Canadian Northern. Menzel resigns the agency and Heinecke, Hamburg and von Pilis will be appointed agents of the Company."

Respectfully,

12411

12412 **Petitioner's Exhibit 1339.**

G. No. 557.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 19th, 1909.

To the Parties:

Compensation "Estonia" against "Volturno" 24/5/09.
(G. No. 517)

With reference to G. No. 517, the parties who were
12413 of opinion that several items of the bill G. No. 499 were not within the terms of Minute 22, have now waived their objection under the special circumstances of the case & one line with the reserve that this must not be taken as a precedent.

According to G. No. 499 the amount of compensation due to the Russian America Line for S.S. "Estonia" May 25th in opposition to S. S. "Volturno" May 24th from New York is $2017.70. The percentages over which the amount is to be distributed are as per G. No. 318 for the A. C. Lines 89.28%. The Russian America Line's share which is eastbound 3% of the A. C. Lines' and their own carrying, correspondingly is reduced to $89.28 \times 3 \div 97 = 2.76\%$.
12414 The remaining 97.24% distributed over the Lines as per G. No. 318 are therefore:

Allan	4.30%
Anchor	3.41%
Cunard	13.13%
Hapag	10.73%
Nasm	5.30%
Lloyd	16.31%
Red Star	7.43%
White Star	13.45%
American L.	7.56%

Petitioner's Exhibit 1339 12415

Dominion L.	1.30%
Canpac	3.90%
Transat	8.77%
Austro	1.65%
Rusamerika	2.76%
	100.00

According to Byelaw 104 the Allan Line's share of participation to be borne by the other Lines in proportion to the above shares. The percentages in which the different Lines participate in the compensation 12416
payment of $2017.70 are therefore:

	%	Amount due to the Russian America Line $	
Anchor	3.56	71.83	
Cunard	13.72	276.83	
Hapag	11.21	226.18	
Nasm	5.54	111.78	
Lloyd	17.04	343.82	
Red Star	7.76	156.57	
White Star	14.06	283.69	
American L.	7.90	159.40	12417
Dominion L.	1.36	27.44	
Canpac	4.08	82.32	
Transat	9.16	184.82	
Austro	1.73	34.91	
Rusamerika	2.88	58.11	
	100.00	$2017.70	

I beg to request the Lines to pay the above amounts to the Russian America Line at Libau.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Recd. 21-8-1909 Acknld 1909 Ansd 1909.

12418 **Defendants' Exhibit 154.**

G. No. 558.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 19th, 1909.

To the Parties:

Change in Rates.

12419

The Russian America Line advanced their eastbound steerage rate to Rotterdam to $31, to Libau to $38.

Repectfully,

12420

Petitioner's Exhibit 1401. 12421

G. No. 559.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 20th, 1909.

To the Parties:

P. Kapeller & Sons, Czernowitz.

I received the following letter from Cunard Line, 17/8: 12422

> "For your information you may say that we are advised that Messrs. P. Kapeller & Sons, Czernowitz, are in communication with the Universal Reisebureau for the forwarding of passengers to the Atlantic Express, Rotterdam presumably for the North West Transport Line. As both the firms in question are disqualified, you will no doubt arrange to take the matter up."

The Lines who might object to the disqualification of P. Kapeller & Sons, Czernowitz, will please say why. If no objections received until 31st inst. the disqualification is to be considered as agreed upon. 12423

Respectfully,

2424 **Defendants' Exhibit 155.**

G. No. 560.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st 1909

To the Parties:

2425 *North West Transport Line. (G. No. 556.)*

Following is a comparison of the N. W. T. L.'s steerage traffic eastbound and westbound.

Westbound.

Sailing date from R'dam	Steamer	Steeragers to U. S. A.	Steeragers to Canada	Total	rate netto
2. Febr.	"Volturno"	180	101	281	M 100 to Canada
					" 120 " U. S. A. (incl. headtax)
2. March	"Raglan Castle"	364	181	545	— " —
20. "	"Volturno"	509	237	746	— " —
2426 3. April	"Uranium"	212	240	452	— " —
19. "	"Raglan Castle"	108	141	249	M 120 to U.S.A. (headtax additional)
1. May	"Volturno"	154	232	386	— " —
15. "	"Uranium"	308	128	436	— " —
5. June	"Raglan Castle"	307	151	458	— " —
19. "	"Volturno"	253	66	319	— " —
3. July	"Uranium"	293	98	391	— " —
19. "	"Raglan Castle"	292	92	384	— " —
31. "	"Volturno"	177	71	248	— " —
	Total:	3157	1738	4895	

Defendants' Exhibit 155

1242

Eastbound

Sailing Date from N. Y.	Steamer	Steeragers landed at R'dam	Official rates commission $3 extra commission up to $5	Fighting Steamers
27. Febry.	"Volturno"	13	$25.	—
27. March	"Raglan Castle"	35	"	—
10. April	"Volturno"	42	"	—
24. "	"Uranium"	95	$23.	—
12. May	"Raglan Castle"	128	"	—
25. "	"Volturno"	72	"	"Estonia"
6. June	"Uranium"	147	$22.	"Russia," "Oceanic"
26. "	"Raglan Castle"	160	$19.	23 "Lituania," "Vaderland"
12. July	"Volturno"	212	$22.	"Kroonland"
24. "	"Uranium"	153	"	"Vaderland"
8. August	"Raglan Castle"	224	"	"Rotterdam"
	Total:	1281		

12430 *Defendants' Exhibit 155*

Westbound

	N. W. T.L. Steeragers	A. C.Lines' Steeragers	Total Steeragers	N. W. T. L's. carryings in %
February	281	37434	37715	0.75
March	1291	56462	57753	2.24
April	701	39757	40458	1.73
May	822	51927	52749	1.56
June	777	35372	36149	2.15
July	1023	31148	32171	3.18
12431 Total:	4895	252100	256995	1.90% average

Eastbound

February	13	8146	8159	0.16
March	35	12172	12207	0.29
April	137	12021	12158	0.68
May	200	19996	20196	0.99
June	307	21866	22173	1.38
July	365	18781	19146	1.91
Total	1057	92982	94039	1.12% average

12432

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd 23 Aug. 1909. Ansd.

Petitioner's Exhibit 1402.

12433

G. No. 561.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st, 1909.

To the Parties:

Compensation of S. S. "Lituania," June 23rd against S. S. "Raglan Castle," June 26th.
Compensation of S. S. "Russia," June 5th against S. S. "Uranium," June 9th.

12434

S. S. "Lituania" which was appointed by the Small Committee as fighting steamer against S. S. "Raglan Castle" June 26th left New York June 23rd with 551 steeragers. The rate was reduced by the Committee according to G. No. 505 to $22. The regular rate of the Russian America Line was $28. According to Minute 22 they are entitled to a compensation of $6 for each adult passenger booked at the fighting rate of $22.

The Russian America Line has sent me the following bill:

12435

"As per agreement between the Small Committee and our agents, Messrs. A. E. Johnson & Co., at New York, the following outlays to be refunded the Russian America Line by the Atlantic Conference Lines:

"Difference in rate: 478/1 - 54/2 - 20/0 - 505/1 at $6, $3030.

"Should there be any difference in the European Railway fare or any extra commission paid by our agents we reserve ourselves to revert to these items later on."

12436 *Petitioner's Exhibit 1402*

According to G. No. 508 the Lines have to pay the Russian America Line for their fighting steamer "Russia" June 5th against "Uranium" June 9th the amount of $1655.

In summary the Rusamerika therefore have to receive:

for S. S. "Lituania" .....$3030.
" " "Russia" ..... 1655.

Total .....$4685.

12437 The percentages over which the amount is to be distributed are the same as in G. No. 536, page 3.

Amount due to the Russian America Line.

	%	$
Anchor Line	3.74	175.22
Cunard Line	14.39	674.17
Hapag	11.76	550.96
Nasm	5.80	271.73
Lloyd	17.87	837.21
Red Star Line	8.14	381.36
White Star Line	14.75	691.04*
American Line	8.30	388.85
12438 Dominion Line	1.44	67.46
Canpac	4.27	200.05
Transat	4.87	228.16
Austro	1.82	85.27
Rusamerika	2.85	133.52
	100.00	4685.00

The Lines will please remit the above amounts to the Russian America Line at Libau.

Respectfully,

H. PETERS.

*@ 4.88 = £141.12.2 pd. 30/8/09

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Aug. 1909. Ansd.

Defendants' Exhibit 156. 12439

G. No. 562.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st, 1909.

To the Parties:

Arbitration Allan Line & White Star Line (G. No. 438).

12440

The White Star Line send me for the information of the Lines following copies of correspondence regarding the Allan Line and White Star-Dominion Canadian service from which it will be seen, that the case has now been disposed of.

Respectfully,
H. PETERS.

Copy.

150 St. Vincent Street, Glasgow.
13th July, 1909.

Messrs. Hill, Dickinson & Co., 12441
Solicitors,
10 Water Street,
Liverpool.

Dear Sirs:

Arbitration Allan and White Star Lines.

We duly received your letter of the 21st ultimo, enclosing copy of the letter from the Secretary of the Dominion Line to the Secretary of the White

12442 *Defendants' Exhibit 156*

Star Line of date 30th January last, which we have shown to our clients. From that letter it appears that more than three months after the Allan Line complained of the advertisements and circulars being issued by the White Star Line announcing their new Canadian Service, and nearly two months after the Agreement was made to refer the present questions to arbitration, the White Star and Dominion Lines have made an arrangement between themselves for the transfer of one half of the Dominion Lines sailings in the Liverpool and Canadian Trade to the White Star Line in consideration of payment of a considerable
12443 sum.

We find it a little difficult to understand your clients' reasons for the delay in making known an arrangement which has an important bearing on the subject in dispute. If, however, you can assure us that this Agreement is a *bona fide* one, we shall be disposed to advise our clients not to press their complaint further, provided your clients agree to pay their costs in the arbitration to the date when you sent us a copy of the letter of agreement, the decision given by the Arbitrator on the preliminary question having been entirely in our clients' favor. We have no doubt that your clients will acknowledge that this is only
12444 fair in the circumstances.

Yours truly,

(sgd.) WRIGHT, JOHNSON & MACKENZIE.

Defendants' Exhibit 156 12445

Liverpool, 23rd July, 1909.

Messrs. Wright, Johnson & Mackenzie,

Dear Sirs:

Arbitration "Allan" and "White Star" Lines.

We must apologize for the delay in replying to your letter of the 13th inst. Mr. Norman Hill who attends to this matter is absent on a holiday and we thought it better to communicate with him before replying to your letter.

The arrangement between the White Star and Dominion Lines is a *bona fide* one. It resulted from negotiations extending over a considerable period and which were only concluded at a Meeting held on January 14th, 1909, the terms being as set forth in the letter of January 30th of which you have had a copy. 12446

The facts relating to this arrangement were not necessary to and could not have been raised in our clients' preliminary objection that your claim was against the wrong parties, and our clients did raise the arrangement on the first occasion on which it was open to them to do so, namely, in their Statement of Defense to the Claim. There is therefore no justification for your suggestion that costs have been incurred by reason of any nondisclosure of the nature of our defense. 12447

The costs that have so far been incurred are mainly, if not entirely, in relation to the preliminary point. These costs are in the discretion of the Arbitrator and we are content to leave Sir Robert Finlay to decide upon copies of your letter of the 13th inst. and this letter, and without further argument, by whom they should be paid.

Yours faithfully,

(sgd.) HILL, DICKINSON & CO.

12448 *Defendants' Exhibit 156*

Copy.

Glasgow, 27th July, 1909.

Messrs. Hill, Dickinson & Co.,
Solicitors,
10 Water Street, Liverpool.

Dear Sirs:

Arbitration "Allan" and "White Star" Lines.

Referring further to your letter of the 23rd inst:
12449 we have now seen our clients in regard to this matter. They agree to the suggestion in the last paragraph of your letter that copies of our letter of the 13th instant to you and of your letter of the 23rd instant to us should be sent to Sir Robert Finlay and that he should decide upon these letters and without further argument by whom the costs should be paid. We shall be glad to know if you will write Sir Robert Finlay with these copies and if so, you might please send us a copy of your letter to him.

Yours truly,
(Sigd.) WRIGHT, JOHNSTON & MACKENZIE.

12450

Petitioner's Exhibit 1340. 12451

G. No. 563.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st, 1909.

To the Parties:

to Agreement V. (553.)

In reply to G. No. 553 the Holland-America Line 12452
write:

> "Since we have furnished proof to the Secretary that we actually receive not less than the full minimum fare from the passengers in question for their passage from New York, we can hardly see that the contentions of the Compagnie Generale Transatlantique call for any further reply on our part. The question what these passengers pay from Havanna to New York may perhaps be of particular interest to the French Line, which, we understand, maintains a direct service from Havanna to France 12453
> (which service, however, is not covered by our cabin agreements), but it is of no interest to us, because the Holland-America Line books these passengers only from New York to Paris and, in doing so, strictly adheres to every stipulation of Agreement V."

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 24/8 1909 Acknl'd 1909 Answered 1909.

4151

12454 **Defendants' Exhibit 157.**

G. No. 564.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 21st, 1909.

To the Parties:

North West Transport Line (G. No. 560).

S. S. "Uranium" sailed August 20th from Rotterdam with 307 steeragers of which 120 for Halifax.

Respectfully,

12455

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 23 Aug. 1909 Ansd.

Defendants' Exhibit 158.

G. No. 565.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
12456 "Secretair," Jena.

Jena, August 24th, 1909.

To the Parties:

North West Transport Line (G. No. 564).

The Holland America Line inform me that S. S. "Volturno" sailed Saturday, August 21st, from New York, with 10 cabin passengers and 165 steeragers.

Respectfully,

P. S. New York cables 24/8:
"Birma 557 Volturno 165."

Defendants' Exhibit 159. 12457

G. No. 566.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 27th, 1909.

To the Parties:

North West Transport Line (G. No. 565). 12458

Of the 307 steeragers which left Rotterdam on August 20th (G. 564) by S. S. "Uranium" were

	for U. S. A.	for Canada	Total
from Russia	153	16	169
" Hungary	12	13	25
" Austria	22	1	23
" Italy	1	7	8
" Germany	4	—	4
" Bulgaria	2	—	2
" England (L'pool)	—	76	76
	194	113	307

12459

25% of the Total came from England.

Respectfully,

P. S. S. S. "Raglan Castle" having left New York August 10th with 215 steeragers and 10 cabin passengers arrived outside Hoek van Holland on 26th and disembarked her passengers on the high sea on a tug, because otherwise she would have been arrested. She proceeded directly for Hamburg.

12460 **Petitioner's Exhibit 1403.**

G. No. 567.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 27th, 1909.

To the Parties:

P. Kapeller & Sons Czernowitz. (G. No. 559.)

12461

From the letters received with regard to the disqualification of the above firm I quote the following two:

1) Lloyd:

"We are in receipt of circular letter G. No. 559 and in reply must object to the disqualification of Messrs. P. Kapeller & Söhne, Czernowitz, unless evidence is submitted, conclusively proving the connection of said firm with the North West Transport Line or any of their disqualified agencies. Complaints against

12462 agents, stating that they are in communication with disqualified firms are not unfrequent. Only a few days ago we received a similar complaint against Mr. Dundoff, Sofia, but in the absence of sufficient evidence we have so far deferred proposing the disqualification of this firm."

2) Nasm:

"If Messrs. Kapeller & Sons are really in communication with the Universal Reisebureau for the forwarding of passengers to the At-

lantic Express, as reported to the Cunard Line, they should certainly be disqualified. We cannot, however, recommend to revert to such a measure, unless it is positively sure that the reports received by the Cunard Line are based upon facts. As we all know, denunciations amongst the agents along the Austro-Russian border are of very frequent occurence.

"We therefore beg to suggest that the Cunard Line kindly inform you as to the nature of the advise received by them in respect of the above so that we may be able to judge." 12464

The Cunard Line no doubt will offer what evidence they can get in this matter.

Respectfully,

Petitioner's Exhibit 1404.

G. No. 568.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena. 12465

Jena, August 28th, 1909

To the Parties:

Union Ticket Office. (541.)

The Red Star Line write:

(Translation) "We cannot be satisfied with the explanation of the Anchor Line.

12466 *Petitioner's Exhibit 1404*

"The passengers which we advised to the Secretary as arrived here from 'Vaterland' for 'Union Ticket Office' through the Universal Reisebureau in Vienna came from the firm 'Vaterland' and not from the 'Raphaels Verein;' they may have been in communication with the 'Raphaels Verein,' but they came from 'Vaterland' and their testimonies in this respect are not to be doubted, also not that the passengers have been forwarded by the 'Universal Reisebureau.'

12467 "The Anchor Line cannot get around it that the Union Ticket Office stands in connection with two disqualified Reisebureau's.

"It is also not a fact that the disqualification of 'Vaterland' was not ratified at the Paris meeting. 'Vaterland' was previously disqualified. (British Lines Circular dated March 18th, 1909.) And a unanimous vote of the A. C. parties was necessary to revoke this disqualification.

"At the Paris meeting through motion of the Anchor Line, the matter was then left to the consideration of the British Lines (Minute 105), but up to date we have not heard, that

12468 the British Lines have agreed about the cancellation of the disqualification of 'Vaterland,' much less than that the Continental Lines should have given their consent."

Respectfully,

Defendants' Exhibit 160.

12469

G. No. 569.

Original with 1 Class.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 31st, 1909.

To the Parties:

12470

Cruise business. (G. 548.)

With regard to G. 548 the following replies have up till now come to hand:

1) Star: August 12th:

"We quite share the opinion of the White Star Line that cruises should not be subject to the agreements V. W. & X."

2) Transat: August 12th:

"Nous ne partageons pas tout à fait l'avis de la White Star quand elle dit que les pas- 12471
sagers qui font une croisière ne sont nullement de la même catégorie que les passagers ordinaires, car s'il n'y avait pas de croisieres, beaucoup de personnes qui en profitent viendraient en Europe par les paquebots réguliers. Du reste, nous ne pensons pas que des compagnies faisant des croisières acceptent des passagers au prix minimum. A notre avis, la commission accordée doit donc être la même que celle qui est indiquée par les agreements V & W."

12472 *Defendants' Exhibit 160*

3) Americano: August 13th:

"In compliance with the White Star Line's suggestion we agree to the understanding that passenger bookings for *bona fide* cruises are not subject to the restrictions of the cabin agreements."

4) Lloyd: August 19th:

"In reply to circular letter G. No. 548, we beg to say that we are not in sympathy with the proposal of the White Star Line to have
12473 Cruise business generally exempted from the rules and regulations of Agreements V and X. Apart from the difficulty to give a sufficiently clear definition of the conception 'Cruise Business' which will preclude future differences of opinion, we consider a commission of 5% to sub-agents as quite sufficient. In order to prevent the granting of higher commissions on the part of outsiders, we would recommend that the Lines parties to agreements V and X agree among themselves not to charter any of their steamers for cruise purposes unless the Charterer assumes the obligation to limit the
12474 agents' commission to 5%."

5) Allan: August 26th:

"Referring to your circular G. No. 548, we beg to advise you that we decline to assent to the understanding with regard to cruise business proposed by the White Star Line in the letter quoted by you in that circular."

6) Cunard: August 26th:

"We have duly considered your memo of the 9th instant G. No. 548 with letter from the

Defendants' Exhibit 160

12475

White Star Line upon the above matter. We rather deprecate any deviation from the decision of the Arbitrator as expressed on the 14th January last, in regard to the payment of commission to agents in America on Cruise Business, and as far as we are concerned do not see any reason why Agreements V. W. and X should not apply."

7) Hapag: August 27th:

"G. 548 sorry cannot agree, but are willing discuss matter next meeting."

12476

If the White Star Line intend to bring the matter up again at the next meeting they will please let me know.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 2 Sep. 1909. Ansd.

12477

12478 **Petitioner's Exhibit 1405.**

G. No. 570.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 31st.

To the Parties:

P. Kapeller & Söhne, Czernowitz. (G. No. 567.)

12479 In addition to G. No. 567 there is a letter from Star: (Translation)

"Before we give our consent to the disqualification of the firm P. Kapeller & Söhne, Czernowitz, we must request that the Cunard Line promulgate the proofs upon the ground of which the disqualification is to be effected, the same as we have always done in similar cases. The Cunard Line having been informed that Kapeller stands in connection with the Universal Reisebureau is too vague a reason for disqualification. As far as Antwerp is concerned in regard to the arriving and transient
12480 passengers we are here on a sharp lookout as to the doings of the disqualified agents and their connections but have observed nothing with which Kapeller could be burdened in this respect. We will mention that we have no connection whatsoever with Kapeller, he has offered himself several times and we have never accepted any, but we would not like to see him dealt with in any other manner, than has hitherto been done in similar cases."

Respectfully,

Petitioner's Exhibit 1406. 12481

G. No. 571.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 31st, 1909.

To the Parties:

Union Ticket Office. (G. No. 568.) 12482

On August 23rd I wrote the Anchor Line I had received information that the Union ticket office had received at different times certain numbers of passengers for the Anchor Line which had been sent them through the Universal Reisebureau Vienna and asked them to let me know why the Union Ticket Office should not be disqualified for being in connection with a disqualified firm.

To this they replied:

> "We have your favor of the 23rd inst. and in reply, the Union Ticket Office at Antwerp acts for more Lines than ours.
>
> 12483
>
> "As to passengers reaching the Union Ticket Offices through the Universal Reisebureau of Vienna, if you can satisfy us that the U. R. B. have booked or handled Transatlantic passage monies & sent same to the Union Ticket Office then we shall be glad to consider the disqualification you mention. The point you raise has been already discussed by the Liverpool Conference and decided."

What the decision of the Liverpool Conference has been I do not know.

12484 *Petitioner's Exhibit 1406*

On August 27th Anchor Line further write:

"We beg to send you copy of a letter we have received from the Union Ticket Office at Basle.

"We quite recognize that it is not possible for a line to present passengers in Vienna, going to the Office Universale Reise Bureau there & obtaining transportation tickets by rail to Antwerp. We simply send letter to show that this may happen to passengers by any ocean Line, even though Ocean Lines may do all they
12485 can to prevent any of the facilities offered by the U. R. B. being utilized."

The letter referred to reads:

Basel, 24th August, 1909.

Messrs. The Anchor Line,
Glasgow.

Dear Sirs:

North Atlantic Conference.

We beg to inform you that we had occasion today
12486 to see Red Star Line Prepaid: No. Z. 74504 Miss Mina Grinfold issued New York 25/6 /09 by Mr. A. Kass for Second Class from Antwerp to New York, who received mail (rail?) transportation from Vienna through the Universal Reise-Bureau.

We are, Dear Sirs,

Yours faithfully,
UNION TICKET OFFICE.
(Sgd.) H. Demeestere

Respectfully,

Petitioner's Exhibit 1408. 12487

G. No. 572.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 2nd, 1909.

To the Parties:

Continental Steeragers by Mediterrancan steamers. 12488

Art. 1 of Agreement AA. covers the entire steerage traffic forwarded by the parties to this Contract from all European Ports to and via the United States of America and Canada and *vice versa.* Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar.

From this it results that the Atlantic Conference Lines which are engaged in Mediterranean steerage traffic have to account for in the Atlantic Conference all steeragers carried westbound or eastbound by their Mediterranean steamers other than Italians & Orientals, as for instance steergers from & to Austria, European Turkey, Servia, France, Spain, Portugal 12489 incl. Azores, etc., etc.

I am sorry on my recent trip for auditing the passenger manifests of the British Lines I have not attended to this paragraph. I therefore beg to request the Anchor Line and the White Star Line to have their 1908 manifests revised and either to report that by their Mediterranean steamers westbound and eastbound, they have not carried such accountable passengers, or to give the numbers specified for each steamer. Of course I must reserve auditing for next opportunity unless these lines deem it practicable to send me such of their manifests as I may ask.

12490 *Petitioner's Exhibit 1409*

As far as the Cunard Line is concerned the matter is settled by Appendix 3 d to Agreement AA. (Page 33), for *westbound business.* Eastbound the last clause on page 28 of Agreement AA. applies.

Hapag and Lloyd are already since long years accustomed to account for Continental steeragers b. their Mediterranean steamers.

Respectfully,

Petitioner's Exhibit 1409.

12491

G. No. 573.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 2nd, 1909.

To the Parties:

North West Transport Line.

12492

Reverting to G. No. 532 I still beg to submit the following letter of the White Star Line of July 28th:

"Your G. 532.

"We observe the remarks appended at foot of your circular letter, and wish to say that, for our part, we consider it would be desirable to allow the New York small committee appointed to carry out Byelaw 22 to adopt such measures as they deem necessary to meet the competition of outside Lines, and that they

Petitioner's Exhibit 1409

12493

should not be restricted, as at the present time, to operate only on the gross passage rates but should be permitted, where necessary, to authorize payment of commission to agents over and above the usual commission of $2 per adult."

The Parties will please let me know if they share in the view of the White Star Line. I still beg to submit the following letters:

Hapag: July 24th:

12494

"*Circular Letter G. No. 532.* We are also of the opinion that the Small Committee should be authorized to give for opposition steamers at least the same commission as the North West Transport Line."

Red Star: July 29th:

"*G. No. 532.* We quite agree with your views and are of opinion that the Small Committee should have power to decide that extra commission be paid, if it is deemed necessary."

Respectfully,

12495

12496 **Petitioner's Exhibit 1410.**

G. No. 574.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 3rd, 1909.

To the Parties:

12497 *Union Ticket Office. (G. No. 571.)*

The Hamburg American Line write:

"Few days ago we received from Antwerp the attached original copy of a deposition which indicate that 5 passengers, which had paid earnest money to the Reisebureau "Vaterland" in Rotterdam were directed in Vienna by the Universal Reisebureau to the Union Ticket Office at Basel, and from these were consigned to the Union Ticket Office in Antwerp. We did not pay any particular attention to this information at first because it was sent anony-
12498 mously.

"Through inquiries from our friends in the pool in Rotterdam and Antwerp it has turned out now, that as per a report of the Red Star Line which had gone to the trouble to make inquiry at the Austrian Consulate in Antwerp, the copy of the minutes corresponds exactly with the original and the respective passengers have also made the same declaration before the commissioner of emigration. The Red Star Line write as follows:

Petitioner's Exhibit 1410

12499

" 'We have also found out which, though it is a little confused yet throws some light on the case viz: in the presence of a representative of the Austrian Consulate of this place, the Belgian commissioner of emigration had the passengers examined by a polish speaking priest of this place. The passengers have verified the assertions given in the consular-declaration and have only corrected the price paid from Kr. 280 to Kr. 260.

" 'At the hearing were present the proprietor an employee and the porter of the Union Ticket Office, as well as a representative of the "Vat- 12500
erland," Rotterdam. Union Ticket at first declared, that they did not work together with "Vaterland" and the porter had forwarded the passengers with "Vaterland" for his own account, but it was determined during the hearing that the payment was made in the office of the Union Ticket Office. This proves anew that the Union Ticket Office stands in connection with the two disqualified Reisebureaux, the Universal-Reisebureau and "Vaterdand." '

"In the face of these facts, which leave no doubt as to the connection of the Union Ticket Office with the two disqualified firms Universal 12501
Reisebureau in Vienna and Reisebureau "Vaterland" in Rotterdam, we agree to the proposition to also disqualify the Union Ticket Office."

I send the copy of the deposition to the Anchor Line and request them kindly to let me have their reply on the case.

Respectfully,

12502 **Petitioner's Exhibit 1411.**

G. No. 575.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 6th, 1909.

To the Parties:

North West Transport Line. (G. 566.)

The "Napolitan Prince" left Rotterdam on 4th instant with 289 steeragers of which 148 are for Halifax.

12503 The "Raglan Castle" no doubt has been withdrawn in accordance with the P. S. in G. No. 543 and been substituted by the Napolitan Prince as above.

Respectfully,

Petitioner's Exhibit 1412.

G. No. 576.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
12504 "Secretair," Jena.

Jena, September 7th, 1909.

To the Parties:

Byelaw 22. (G. No. 573.)

The Norddeutscher Lloyd & Holland America Line share the opinion of the White Star Line, that the Small Committee should have power to authorize payment of commission in competition against the North West Transport Line over and above the ordinary commission of $2.

Will the Lines who have not yet expressed themselves on G. No. 532/573, please do so.

Respectfully,

Defendants' Exhibit 161. 12505

G. No. 577.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 8th, 1909.

To the Parties:

Monthly Statements for August. 12506

According to the Summary of Monthly Adjustment-Statements and Account Current (Form 30 No. 8) the following payments are to be made for August:

Anchor Line to Allan Line	£	75.
Anchor Line to Dominion Line	"	165.
Anchor Line to Canadian Pacific Railway Co.	"	126.
Anchor Line to Donaldson Line	"	64.
White Star Line to Allan Line	"	955.
Cunard Line to Continental Lines	"	3780.
Cunard Line to American Line	"	1474.
Cunard Line to Canadian Pacific Railway Co.	"	714.

12507

Respectfully,

Received 10/9 1909 Acknl'd 1909 Answered 1909.
(Stamped): North Atlantic Passenger Conference.

12508 **Defendants' Exhibit 162.**

G. No. 579.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 9th, 1909.

To the Parties:

12509 *North West Transport Line. (G. 575.)*

S. S. "Volturno" which left New York on August 21st with 165 steeragers and 10 cabin passengers as per G. 565 disembarked them in the usual way at Hoek van Holland on the 3rd instant and proceeded at once for Hamburg, at the latter port it is rumoured she has been arrested owing to a claim of M. 8000 for coals; so far there are no news of a release. In consequence hereof her next departure from Hamburg has been postponed according to an advertisevent from the 7th instant to the 12th instant.

Respectfully,

12510

Petitioner's Exhibit 1413. 12511

G. No. 580.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 10th, 1909.

To the Parties:

Continental steeragers by Mediterranean Lines. (G. 572.) 12512

The White Star Line write 7th instant:

"Your G. 572. We have to acknowledge receipt of your letter of the 2nd inst, under this heading, but you are evidently under a misapprehension.

"It was never intended under Agreement AA to include passengers landing or embarking either at Gibraltar or the Azores by our Mediterranean steamers. The term "European port" in Article 1 of the Agreement AA which you quote does not cover the Azores, and the 12513
statistics for the Azores business were not included in the figures under consideration when Agreement AA was concluded.

"As regards Gibraltar, statistics of the passengers landing and embarking at that port were also not included in the figures on which Agreement AA was based, and we are therefore not prepared to amend our 1908 statistics to cover our Azores and Gibraltar passengers by Mediterranean steamers.

12514 *Petitioner's Exhibit 1413*

"We are quite in accord with the suggestion that Continental passengers landing and embarking at Genoa &/ or Naples in Mediterranean steamers, viz: passengers from and to Austria, European Turkey, Servia etc. require to be accounted for under Agreement AA."

The Parties which do not object to the views of the White Star Line I take as agreeing, and of course what is considered right for one Line must be right for all.

Respectfully,

12515

12516

Defendants' Exhibit 163. 12517

G. No. 581.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 11th, 1909.

To the Parties:

North West Transport Line. (*G. 579.*)

Of the 290 steeragers which left Rotterdam on September 4th by S. S. "Napolitan Prince" were: 12518

	for U. S. A.	for Canada	Total
from England (L'pool)	6	128	134
" Russia	78	4	82
" Hungary	37	—	37
" Austria	25	—	25
" Italy	4	4	8
" Germany	1	—	1
" Roumania	1	—	1
" Turkey	2	—	2
	154	136	290 12519

46% of the Total came from Liverpool.

Is it then absolutely impossible to get hold of these passengers? If it is possible and if it is merely a question of rates, the Dominion Line with their ever increasing shortage which has run up to 6278 or 44% of their share ought to try to get them and be it if necessary at a reduced compensation rate.

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 13/9 1909 Acknl'd 1909 Answered 1909.

12520 **Petitioner's Exhibit 1414.**

G. No. 582.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 11th, 1909.

To the Parties:

Union Ticket Office. (G. No. 574.)

In reply to G. No. 574 the Anchor Line say:

"We have sent your (copy) letter to our
12521 Antwerp agents also a copy of the deposition referred to by Hamburg Packet Co. which we now return.

"We desire you to clearly understand that we maintain the position we have always taken up as to the disqualification at Rotterdam of Onishcavich. This position we explained at the Paris meeting and the Conference then left the matter in the hands of the British Lines. As Onishcavich did not act for any Continental Company we do not agree that the consent of the N. D. L. V. Lines was necessary to remove the disqualification in this case, more especially
12522 when the matter was remitted to the British Conference with full power."

The Red Star Line write:

"The Union Ticket Office continues accepting passengers from disqualified firms:

From 'Vaterland' through 'Universal Reisebureau' Vienna,

on Septr. 3rd 3 passengers
" " 6th 7 1/2 "

all for the Anchor Line."

Respectfully,

Petitioner's Exhibit 1415. 12523

G. No. 583.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 13th, 1909.

To the Parties:

Union Ticket Office. (G. No. 582.) 12524

The Red Star Line send me letter of the Union Ticket office, in which 15 Kronen Commission is offered to the passenger. The Red Star Line say that this is as characteristic for the methods of business of the Union Ticket Office as it is contrary to clause 14 Agreement A. A. The firm having been proposed for disqualification they reported the present case for further characterizing.

Respectfully,

12525

12526 **Petitioner's Exhibit 1416.**

G. No. 584.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 14th, 1909.

To the Parties:

Compensation fighting-steamer "Birma."

12527 The Russian American Line in a letter of Septr. 3rd on the compensation due to them for S. S. "Birma" wrote:

> "On this opportunity we would say that we do not consider ourselves bound by bye-law 22 and that we can only agree to our steamers being appointed as fighting steamers if we get the full difference in rate."

I ask them why they did not consider themselves bound by bye-law 22 and their reply is:

> "* * * that Agreement B. B. contains
12528 nothing about bye-law 22. In previous cases it is true we have got the full difference and therefore did not object to our steamers being placed at the disposal of the Conference, but we find it unfair that the Line which supplies the fighting steamer should bear a direct loss by lower rates besides their percentual share.
>
> "We are willing to join in bye-law 22 with the following alterations:
>
> a) the words 'but not exceeding $30' and 'Maximum compensation to be $12' to be eliminated.

Petitioner's Exhibit 1416

12529

b) the words 'the Russian Volunteer Fleet, the Russian East Asiatic Co.' to be dropped.

c) If a R. A. L. steamer is selected it must be subject to the consent of the Russian America Line."

The Russian America Line are, I think, mistaken. I refer to Art. 24 of Agreement BB and Minute 104 from which it results with all clearness that can be desired that *they are bound by Minute 22.*

12530

The Lines will please express their views to what extent, if any, the wishes of the R. A. L. could be regarded.

The R. A. L. have handed in the following bill for compensation to the S. S. "Birma," August 21st.

Newyork—Rotterdam: 416/1 53/2 25/0 = 442-1/2, our rate $31—, fighting rate $24,—difference $7. $3,097.50

Newyork—Libau: 52/1. 4/2. 7/0 = 54, our rate $38,—fighting rate $35,—difference $3 162.

12531

$3,259.50

According to a Memo of Mr. Sandford dated August 16th the "Birma" was appointed to sail August 21st, rate $24, commission $2. On that same date, August 16th, the Russian American Line advanced their eastbound steerage rates by $3 as per Newyork circular 37, and by an other circular, same No. (37) and same date August 16th the rate for S. S. "Birma" was reduced by $7.

12532 *Petitioner's Exhibit 1416*

On September 18th the R. A. L. wired that they had advanced their eastbound steerage rate to Rotterdam to $31 and to Libau $38. On asking them the reason for this advance they replied, because their shortage was so very small (273) and because the other Lines quoted rates from $31—41 1/2. An advance on the part of a Line which is 9% short of its share cannot be considered as a measure for adjustment and the other explanation is rather curious. If they had informed me *before* they advanced as they ought to have done (Art. 11 Agreement BB.) I should have objected.

12533 As to the compensation of $7—which is claimed it will have to be decided whether the advanced rate was in operation at the time when the "Birma" was proposed and agreed upon for the opposition, and on this point I have already written to Newyork some time ago; so I can await answer next days.

Respectfully,

Recd. 16 Sep. 1909. Ansd.

(Stamped): Ismay, Imrie & Co. Passenger Dept.

12534

Petitioner's Exhibit 1417.

12535

G. No. 585.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 14th, 1909.

To the Parties:

Increased commission for fighting purposes. (M. 576.)

A cable from Newyork gives the number of passengers by

Uranium 11th 250, including 10 cabin. Opposition steamer 12536
Lapland " 687

The number by "Uranium" is the largest which a steamer of this competition Line has got this year and the result of the opposition will hardly be considered satisfactory. I therefore beg to suggest if the Lines which have hitherto not been disposed to agree to allowing a higher commission for the opposition steamer will reconsider their position.

The Anchor Line write:

> "We have not been in favor of granting small committee authority to grant an increased commission to agents when opposing the North West Transport Line at Newyork. We fear that there is no check on what may be done in this matter and leaves the Lines in the hands of subagents to too great an extent. 12537
>
> "But if all the A. C. Lines are agreed to give the matter a trial we would not stand out against this but retain the right to withdraw at 14 days notice to you."

The other Line objecting is the
Cunard Line:

12538 *Petitioner's Exhibit 1417*

"Referring to your G. No. 573 of the 2nd instant, we may say that we are averse to the policy of increasing commission to Agents, considering that it upsets business and has a demoralizing effect upon them. If deemed absolutely necessary, we think the better plan is for the rate of the fighting steamer to be put down to a figure which, when the normal commission is deducted, is the same as the net rate obtained by the opposition boat whatever its commission may be. The lower rate should attract passengers, which, after all, is what the
12539 Lines desire to bring about."

The presumption in the last paragraph would be right if the passengers were intelligent people, who choose for themselves, but if on the other hand one is of the opinion that agents control the business in question to a certain extent only a half result can be expected by lowering the rates.

I may refer to a circular of the General Agents of the Greek Lines of August 27th in which the following passage is to be found with regard to the Mediterranean Lines fighting the Greek Lines:

"To this disloyal war, each and every agent
12540 of Navigation should answer by supporting the Lines we represent. On our side we promise to do all that is possible to protect the interests of our agents.

"This is a promise on which they can positively rely; for in the past we have in every occasion favored the *productive agent* not by cutting down rates but by increasing the commission, intending to give the advantage only to the agent whom we believe to be the *factor arbiter* and soul of the marine transportation industry.

Petitioner's Exhibit 1417

12541

"Above is just the contrary of the ideas and deeds of the Maritime Trust which vigilant and alert to protect its own interests totally ignores those of the one, the real producer of business. The agents have confirmation of what we say in the recent reduction of rate accorded to a steamer sailing September 1st.

"Even in this occasion the Trust has not failed to live up to precedent customs; for having for object to harm us, it has not provided for an increase in the commission so to be useful to its agents, but it has reduced the passage rate."

12542

Of the inconveniences of the measure all Lines are aware, and also those Lines which have already agreed to the measure in question will understand that the Cunard Line and the Anchor Line do not treat it lightly. But all fighting measures are connected with inconveniences and if one resorts to them one cannot be too particular without questioning the desired result.

The decision depends practically on the Cunard Line. If they will inform me, that they will not stand in the way I would cable Mr. Sandford:

"Your cable June eleventh (G. No. 486) now agreed."

12543

In this case it would be necessary to insert the word "net" in Minute 22a, 6th Line and 8th Line before the word "rate" and Minute 22d would have to be altered in the 3rd Line "the amount of the difference between the net rate at which the passengers are booked and the regular *net* rate of the carrying steamer etc."

In this latter respect the Committee would have to exercise the control of the rates.

12544 **Petitioner's Exhibit 1418.**

G. No. 586.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 14th, 1909.

To the Parties:

12545 *Change in rates of Russasiatic.*

The Russian America Line informed me under date of 8th instant of the following change in rates taking effect on 14th instant:

11. Class A Rbl. 120.—incl. headtax
11. " B " 100.— " "
Steerage " 82.— excl. "

They have abolished improved steerage on their steamers.

Respectfully,

12546

Petitioner's Exhibit 1419. 12547

G. No. 587.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 15th, 1909.

To the Parties:

Union Ticket Office. (G. No. 583.)

In reply to G. 571/74 the Red Star Line write:

"Meanwhile it has been once more proven by G. 574 that the U. T. O. is in business relations with the disqualified firm 'Vaterland.' As regards the communication from the Anchor Line that our Second Class prepaid passenger, Mina Grinfeld, has been forwarded to Antwerp by the disqualified "Universal Reise-Bureau" in Vienna, we think it best to send you this prepaid enclosed, from which you will see that it calls for passage from Antwerp & that there was no railroad transportation to be arranged by us on the strength of the certificate. These Second Class prepaids are sent direct to the passengers by the purchasers and in the case in question the passenger did not secure her place on the steamer in advance nor did she even write us but started on her journey without paying any heed to the instructions given on the back of the ticket. So that we were not at all in a position to correspond with her & give her instructions about the journey to Antwerp. If such a passenger accidently goes into the office of the 'Universal Reise-bureau,' we think this is quite another thing to week by week and day by day passengers, coming from a disqualified firm, being directed to

12548

12549

12550 *Petitioner's Exhibit 1410*

this 'Universal Reisebureau;' this means an organization & relationship with a disqualified firm whilst the other case is a single incident, which cannot be prevented & with which the Line has nothing at all to do."

The ticket referred to is a second class passage order entitling to transportation in II. Class from Antwerp to Newyork or Boston (direct); it does not say for what steamer. I send it to the Anchor Line, who will please return it.

I further beg to promulgate the following letter of
12551 the Hamburg American Line:

"*Circular letter G. 582*—In reply to the Anchor Line's letter contained therein we beg to say that the disqualification of the 'Reisebureau Vaterland, Onishcavich' to which all Lines, parties to Agreement AA, had agreed and which in conformity therewith was made known to the Agents by the various Lines' circulars, was according to Byelaw 105 to be reconsidered by the British Lines. As so far we have not been informed of the result of the British Lines' reconsiderations the disqualification cannot in our opinion be regarded as re-
12552 moved, all the more in view of the fact that the Reisebureau Vaterland is in connection with the "Universal Reise-Bureau" which is also disqualified. Under these circumstances we trust that the Anchor Line will not withhold any longer their consent to the disqualification of the Union Ticket Office whose connection with the two above mentioned disqualified firms 'Reisebureau Vaterland' and 'Universal Reisebureau' is clearly proved and according to the Red Star's report in G. No. 582 continues to exist."

Respectfully,

Petitioner's Exhibit 1420. 12553

G. No. 588.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 17th, 1909.

To the Parties:

Union Ticket Office. (G. No. 587.). 12554

With regard to the information I received through Mr. Smyth that the passengers call of their own accord at the Universal Reisebureau, because they obtain their railway tickets here cheaper and that this seems to be uncontrollable by the steamship Cos. the Red Star Line write:

"We have your letter and note the explanation that the passengers from the Reise-Bureau 'Vaterland' consigned to the Union Ticket Office call of their own accord at the Reise-Bureau to purchase railway tickets from Vienna to Basle. Unfortunately this explanation does 12555
not agree with the facts because we know that these passengers arrive in Vienna with closed envelopes addressed to the Universal Reise-Bureau; I suppose that it will not be pretended that the passengers write these envelopes themselves.

"As to the question of the disqualification of the Bureau 'Vaterland,' we are not in accord with the Anchor Line as to the interpretation of Min. No. 105. The 'Vaterland' had been regularly disqualified and the disqualification

12556 *Petitioner's Exhibit 1420*

recorded by the Secretary and then it needs under Min. 4B the unanimous consent of all the Lines to re-instate this agency. At the desire of the Anchor Line, the British Lines were to reconsider their decision, but should their opinion be favorable to a re-instatement it still needs the co-operation of the Continental A. A. Lines to effect such a re-instatement. For the present the 'Vaterland' therefore remains disqualified and the action between the Union Ticket Office and the 'Vaterland' is absolutely illegal and as the Union Ticket Office is systematically acting against the Law it should be disqualified."

12557

I informed the N. D. L. V. Lines that the question of the "Reisebureau Vaterland" is still under consideration with the B. L.

Respectfully,

12558

Petitioner's Exhibit 1421. 12559

G. No. 589.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 18th, 1909.

To the Parties:

Increased commission for fighting purposes. (G. No. 585.) 12560

Last night I received following telegram from Cunard:

> "Your letter G. 585 14th September concerning increased commission for fighting steamers as already mentioned proposal does not commend itself to us and we would have preferred course we suggested however have no wish block progress and in interests of general harmony will agree to arrangement being given trial seeing other lines think this desirable reserving our right to withdraw on fourteen days notice." 12561

and I at once cabled Mr. Sandford accordingly.

Respectfully,

12562 **Petitioner's Exhibit 1422.**

G. No. 590.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 21st, 1909.

To the Parties:

Union Ticket Office. (G. No. 588.)

The Anchor Line in reply to G. No. 587 say:

12563 "With reference to the Red Star Line's remarks anent the U. T. O. we now send back to you Red Star Line's prepaid for a Second Class passenger, and note that the Red Star Company admits that this passenger was forwarded by the office of the Universal Reise Bureau in Antwerp, but that they do not admit that this was done with their cognizance.

"This position is exactly the one that was taken up by us in connection with the Krakau passengers. These passengers reached Antwerp and wander in the U. R. B. office quite without orders or without the knowledge of
12564 the U. T. Office. The Krakau passengers are not booked from Krakau, but from Antwerp or Basle.

"We know for a certainty that the U. T. O. managers have done all they can to prevent business reaching them through U. R. B."

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 23/9 1909 Acknl'd 1909 Answered 1909

Petitioner's Exhibit 1423. 12565

G. No. 591.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 21st, 1909.

To the Parties:

Reisebureau "Vaterland." (G. No. 588.) 12566

I am in receipt of the following letter from the Anchor Line bearing on G. No. 587:

> "In regard to the Hamburg Amerika letter, the Vaterland, Rotterdam when disqualification was moved was not agreed to by us, and we think you can bear us out in this. We never were able to find out on what ground Vaterland, Rotterdam was disqualified, and why it was the Continental Lines were so anxious to put Mr. Onishcavich out of business and who did not send business to the North West Transport Line or to any outside Line, all his passengers were confined to Conference Lines and the business was duly pooled. 12567
>
> "We would in any case have nothing to do with any agent or Society that has any dealings whatever with an outside Line. We are aware that the U. R. B. has dealings with an outside Line, but the U. R. B. has nothing to do with us or our agents in regard to Transatlantic business.
>
> "On these broad facts we now definitely state to you that we cannot agree to the U. T. O. being disqualified.

12568 *Petitioner's Exhibit 1423*

"We notice the Hamburg Packet Company in reference to by-law 105 seem to be ignorant of what the British Lines have done in reference to the re-consideration of the disqualification of Onishcavich, but we understand the Liverpool Secretary of Conference has informed you that the British Lines are unanimous in removing this disqualification provided Mr. Onishcavich satisfies them as to where he will re-establish himself in business."

As to the above statement of the Anchor Line that
12569 the disqualification of the "Vaterland," when moved was not agreed to by them I beg to say that this is a matter dealt with by the B. L. Conference. I am therefore not in a position to say whether it was agreed to by the Anchor Line or not. I only received a disqualification circular dated Liverpool March 18th through Mr. Smyth, in which the Anchor Line is named as one of the disqualifying Lines, so that the disqualification of the Vaterland must be considered as agreed to by all Lines.

When the matter however was taken up again a few days later at the Paris Meeting of March 25th and the disqualification was to be reconsidered, my under-
12570 standing was, that pending such reconsideration, the disqualification should not be carried out.

Respectfully,

Petitioner's Exhibit 1424. 12571

G. No. 592.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 22nd, 1909.

To the Parties:

Compensation fighting steamer "Birma" (G. 584) 12572

Reverting to the last paragraph of G. No. 584 following is the reply from New York:

> "On the morning of August 16th Russian-American Line mailed to agents circular No. 37 of that date, making Eastbound Rotterdam rate $31, in accordance with cable instructions received August 15th. This was an advance of $3.
>
> "About 3 P. M. August 16 Committee met and fixed 'Birma.' There had been no mention of the subject at all among Committee members before they met.
>
> "Committee considered 'Birma' the most suitable steamer and fixed her rate at $24, whereupon Russian-American Line issued another circular dated August 16th placing this rate of $24 in operation. 12573
>
> "Through printer's error the serial number of the circular was overlooked and number '37' appears on both those of that date."

In view of the above explanation the Russian American Line is entitled to the compensation ac-

12574 *Petitioner's Exhibit 1424*

cording to byelaw 22 that is $6 per adult for passengers booked to Rotterdam; as to the passengers booked to Libau for which a difference in rate of $3 is claimed by the Russian American Line, I inquire at Newyork, whether this reduction has also been agreed to by the Small Committee.

The Parties who have expressed themselves are of the opinion that the Russian American Line are bound by Byelaw 22 which however remains subject to the right of any Line giving 30 days notice to withdraw. As to the alterations of that byelaw demanded by them the opinion is expressed that they are not desir-

12575 able.

Respectfully,

12576

Petitioner's Exhibit 1425. 12577

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1909.

Cunard Line
White Star Line
Hamburg Amerika Linie
Norddeutscher Lloyd

12578

Extension of Byelaw 106 to Medit. Traffic.

Reverting to the inquiry of the Nordd. Lloyd whether the parties to Agreement X are of the opinion that Byelaw 106 should as regards first class infant fares also be extended to the Mediterranean. I beg to inform that they agree to it; I think there will be no objection to have the rate put into operation at once and shall take it as agreed unless I am informed to the contrary until October 1st.

Hapag is also agreeable to apply Byelaw 106 for second class infants to the Mediterranean Cunard provided all others agree; will the White Star Line & Lloyd inform me, whether they will fall in. 12579

Respectfully,

12580 **Petitioner's Exhibit 1426.**

G. No. 594.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1909.

To the Parties:

Union Ticket Office. (G. No. 590.)

There are the following letters on this subject:

Anchor Line:

12581 "*Your G. No. 588. Union Ticket Office.*

"We thank you for yours of 17th September, and note the remarks of the Red Star Line. We cannot amplify what we have already stated in regard to the question of tickets being issued by the U. R. B. of Vienna. We have had our agents here who gave us full explanations of the matter. Explanations that were satisfactory to all the British Lines.

"We notice that the Red Star Coy, do not agree with our interpretation Byelaw No. 105. We have advised you fully of the position of
12582 the British Lines in regard to the disqualification of 'Vaderland' and the present position of the matter. We assure you that the U. T. O. has no desire to do anything contrary to Conference regulations."

Red Star Line:

"We refer to your letters G. 590 & 591 and it would seem to us as if the Anchor Line has not carefully read the previous letters because we do not know where they find that we admit that a second class passenger of ours was for-

warded by the Universal Reise Bureau, we have not the slightest knowledge of this and the ticket shows nothing, as we distinctly stated in our letter. The case is very different for the passengers from the 'Vaterland' who were forwarded by the Universal Reise Bureau because, as we stated, these passengers arrived from Krakau with closed envelopes addressed to the Universal Reise Bureau in Vienna and we stated ironically that nobody would pretend that the passengers wrote these envelopes themselves. These envelopes establish beyond any doubt that the 'Vaterland' in Krakau is in connection with the Universal Reise Bureau and that the Union Ticket Office is in connection with both the 'Vaterland' and the Universal Reise Bureau. 12583 12584

"As regards the disqualification of the 'Vaterland,' you deal yourself already with the assertion of the Anchor Line that they have not agreed to the disqualification, and as regards the opinion expressed by you that pending the reconsideration of such disqualification, the disqualification should not be carried out. I think that the interpretation of the contract is a matter which concerns the Lines themselves and not the Secretary, but since you were under this impression, will you please explain why you have then mentioned the 'Vaterland' amongst the disqualified firms in your Weekly Statistics Westbound form 25?" 12585

I think the interpretation of the contract is a matter which does concern the Secretary. That decisions of the Lines overrule his interpretation needs no mention. For the rest the Secretary is subject to errors as other mortals too.

Respectfully,

12586 **Petitioner's Exhibit 1427.**

G. No. 595.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1909.

To the Parties:

Russian American Line and Byelaw 22. (G. 592)

12587 The Russian American Line reply to G. 584 under date of September 18th as follows:

"We beg to put forward the following remarks:

"Art. 24 of Agreement BB covers 'all resolutions passed in future by the Atlantic Conference Lines,' but Byelaw 22 was constructed prior to our joining the Conference; and the revival of it is not passed by the A. C. Lines but is a private agreement between some of Lines.

12588 "Moreover we find the wording of Byelaw 22-b such, that we cannot very well be supposed to be bound to it without any alteration.

"Should the Lines however, against our expectation, arrive at another result than we, we hereby give the notice mentioned in paragraph g, so that at any rate we are free from October the 18th your style, which please note.

"We are still willing to join the Byelaw 22 with the alterations previously mentioned."

Respectfully,

Petitioner's Exhibit 1428. 12589

G. No. 596.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1909.

To the Parties:

Rates Rusamerika. (G. 586)

12590

With reference to the change in rates of the Russian America Line the following letters have come to hand from:

Lloyd:

> "According to circular letter G. No. 586 the Russasiatic's steerage rate from Libau is Rbl. 82 and their 11 class B rate Rbl. 100. This makes a difference of Rbls. 18 which is a trifling less than the £2 stipulated by Art. 13 Agreement B.B. This difference is, however, practically reduced to only a little more than £1 as head tax is charged separately for steerage business but not for 2nd cabin. This difference is in our opinion totally insufficient to prevent the diversion of steerage business into the 2nd cabin, and also not in accordance with Art. 13 and passengers booked at the rate of Rbls. 100 second class should consequently be pooled. We shall be glad to hear the views of the other Lines on this point."

12591

12592 *Petitioner's Exhibit 1428*

White Star:

"Your G. No. 586.

"We note the changes in the rates advised by the Russian American Line to take effect as from 14th instant, and that they have abolished the 'improved steerage' on their steamers.

"We would point out, however, that the difference between the Second class (b) rate of 100 Roubles, including head tax, and the steerage rate of 82 Roubles, exclusive of head tax, does not comply with article 13 of Agreement
12593 B.B., which states that the lowest Second Class rate westbound must be at least £2 higher than the highest third class rate.

"Any passengers booked at this so-called second class rate must therefore of course, be pooled."

Respectfully,

12594

Defendants' Exhibit 164. 12595

G. No. 597.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September, 25th, 1909.

To the Parties:

North West Transport Line. (G. No. 581) 12596

S. S. "Volturno" left Rotterdam on September 18th with 231 steeragers of which were:

	for U. S. A.	*for Canada*	*Total*	
from Russia	89	—	89	
" England	4	72	76	
" Hungary	29	2	31	
" Austria	12	—	12	
" Turkey	11	—	11	
" Holland	9	—	9	
" Germany	2	—	2	
" Canada	—	1	1	
	156	75	231	12597

Respectfully,

12598

Defendants' Exhibit 165.

G. No. 598.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 25th, 1909.

To the Parties:

Final statistics for 1908.

12599

With reference to the last section of circular letter G. No. 580 I beg to inform the Parties that I have received no objection to the views expressed by the White Star Line. As no other differences are existing, I shall now prepare the final statistics for 1908.

Respectfully,

12600

Petitioner's Exhibit 1429.

12601

G. No. 599.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 27th, 1909.

To the Parties:

Union Ticket Office. (G. No. 594)

Referring to G. No. 583 the Anchor Line wrote on 15th instant:

> "We note that our friends the Red Star Line bring a further charge of paying com. to the passengers against the U. T. Office we can only state that we shall ask an explanation of this charge from our Antwerp agents. 12602
>
> "We regret that we are being repeatedly written to, at this busy season, on questions of this kind."
>
> P. S. "We return papers. Have had letter translated & from our reading we make out that the man the letter was sent to is an agent. He is asked if he has many passengers on hand etc. Your letter say '15 Kr. Commission is offered to the passenger.' We therefore fail to find the charge made good by the letter. 12603
>
> "We send papers to U. T. O. who will return them here."

to which the Red Star Line reply:

> "..... the letter in which 15 Kr. Commission was offered to a passenger had not been addressed to an agent and the contention of the Anchor Line contrary to it will not stand the test."

Respectfully,

12604 **Petitioner's Exhibit 1430.**

G. No. 600.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 27th, 1909.

To the Parties:

Reise-Bureau "Vaterland." (G. No. 591)

12605

I beg to promulgate the following correspondence on this subject:

Anchor Line Septr. 23rd:

> "We beg to acknowledge receipt of your letters G. No. 590 and G. No. 591. The concluding paragraph of your letter exactly states our view of the disqualification of 'Vaterland.' We understood that the action taken with the consent of all Lines at the Paris Meeting on March 25th delayed the disqualification of 'Vaterland' Rotterdam and that the disqualification was hung up pending the decision of the
12606 British Lines to whom the question was referred in accordance with Bye-Law 105. We must consider that this matter is now ended so far as we are concerned."

Holland America Line Septr. 24th:

> "We cannot share your opinion with regard to what was decided at the Paris meeting of March 25th, 1909, in respect of the Reisebureau 'Vaterland.' It is true that the matter was referred to the British Lines for recon-

12607

sideration, but we do not recollect that anything was said at the time to the effect that pending the reconsideration the disqualification was not to be carried out. From the moment the Continental Lines had been notified by the British Lines that these were agreeable to the disqualification, it could not be removed but with unanimous consent. The Continental Lines at the Paris meeting simply offered to the British Lines the opportunity to revise their standpoint if such was their desire and to submit the question again to the Continental Lines, the disqualification not to be removed unless both British and Continental Lines should favor the removal. Unanimity not having been reached thus far, the disqualification of the Reisebureau 'Vaterland,' in accordance with by-law 4a, remains in effect.

12608

"We understand that the only progress made since the Paris meeting is that the British Lines would be willing to move the re-instatement of the Reisebureau 'Vaterland' provided Mr. Onishcavich satisfies them as to where he will re-establish himself in business, but we do not see how this could satisfy the Continental Lines. In this connection we beg to say that it is hard to understand why an undesirable agent should become less undesirable because of his moving his place of business to some other locality."

12609

Respectfully,

From the Secretary of the British Lines I received following copy of letter addressed to him by the Cunard Line:

12610 *Petitioner's Exhibit 1430*

"Sep. 24th, 1909.

"Dear Sir:

"Referring to your memo of the 22nd September, in regard to Mr. Oniscavich ('Vaterland') we must dissociate ourselves from the statement contained in the Red Star Line's letter—see Secretary Peters' G. 588—that the reinstatement needs the co-operation of the Continental A. A. Lines. At the Atlantic Conference Meeting it was elicited that Oniscavich did not represent any of the Continental
12611 Lines, and according to Byelaw 4 C. no agent can be disqualified unless his disqualification is first proposed by any of the Lines employing him. Therefore the Continental Lines were not right in proposing it. With this in view the whole matter was referred back to the British Lines, and we maintain that the British Lines, if they choose to do so, are fully entitled to reinstate Oniscavich without any reference whatever to the Continental Lines."

Yours faithfully,

THE CUNARD STEAMSHIP COMPANY, LTD.

E. S. Smyth, Esq.,
12612 Liverpool.

Petitioner's Exhibit 1431.

12613

G. No. 601.

ATLANTIC CONFERENCE

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 27th, 1909.

To the Parties:

North West Transport Line. (G. No. 597.)

S. S. "Uranium" which sailed September 11th with 240 steeragers and 10 cabin passengers from New York, landed her passengers on the 23rd inst. by a tender at Hoek van Holland; the steamer proceeded on her voyage to Hamburg. 12614

Respectfully,

Defendants' Exhibit 166.

G. No. 602.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena. 12615

Jena, September 27th, 1909.

To the Parties:

Rates Rusamerika. (G. No. 596.)

The Russian America Line inform me that they have advanced their second class B rate by two Rubels. Will the Lines who have objected to the former second class rate of the Russian American Line, say, whether they maintain their objection.

Respectfully,

12616 **Defendants' Exhibit 167.**

G. No. 603.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 28th, 1909.

To the Parties:

North West Transport Line. (G. No. 601)

12617

S. S. "Napolitan Prince" sailed from New York on Sunday last with 186 steeragers against S. S. "Zeeland" which sailed on Saturday with 494 steeragers.

According to a cable which Hapag received the rate for S. S. "Napolitan Prince" was $23 less $3 commission, against $24 less $2 commission for S. S. "Zeeland."

Respectfully,

12618

Petitioner's Exhibit 1432. 12619

G. No. 604.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 28th, 1909.

To the Parties:

N. W. T. L. Lozantcheff Freres, Monastir. (G. 542.) 12620

With regard to the proposed disqualification of said firm more precise dates or facts or names were desired by some parties, as to the alleged booking for the N. W. T. L.; the Cunard Line in reply to this desire say:

> "..... we have endeavoured to obtain further proof of the connection of Lozantcheff Frères with the North West Transport Line. You are aware of the difficulty in the way of securing properly authenticated evidence in such matters, and we are afraid we shall not be successful in the case in question. We think however that following the precedent of 12621 previous disqualifications, where no proof has been submitted, the statement which we have given to the Conference Secretary should be accepted."

Will the parties please inform me how they decide on the subject.

Respectfully,

12622 **Defendants' Exhibit 168.**

G. No. 605.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1909.

To the Parties:

Union Ticket Office, (G. No. 599.)

12623

The Red Star Line communicate:

"Here passed for Anchor Line from Reisebureau 'Vaterland' through Universal Reisebureau, Vienna, for Union Ticket Office

"on September 14th 8 passengers
" " 16th 24 " "

Respectfully,

12624

Petitioner's Exhibit 1433. 12625

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1909.

Cunard Line
White Star Line
Hamburg Amerika Linie
Norddeutscher Lloyd

12626

Extension of Byelaw 106 to Mediterranean traffic.

Reverting to the last paragraph of the circular letter of 24th Sept. the White Star Line inform me that they charge for second class infants under one year £1.—.— which they understand is also the rate quoted by the other Lines: The Nordd. Lloyd wish to discuss the matter in connection with the cabin Agreement at the meeting of the Mediterranean Lines.

Respectfully,

12627

12628 **Defendants' Exhibit 169.**

G. No. 606.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1909.

To the Parties:

Rates Rusamerika. (G. No. 602.)

12629

The Rusamerika write with reference to G. No. 596:

(Translation.) "Although Rbl. 18 is only a trifle less than £2 we have nevertheless increased the rate for 2nd class B by Rbl. 2 respy $1 in order to be obliging to the wishes of the Lines and Wired to you accordingly.

"Regarding the closing remarks of the Lloyd we beg to refer to your circulars Nos. 687 & 688 from which can be seen, that the Holland Amerika Line and Red Star Line quote Rmk. 200 (incl. of headtax) while the steerage rate

12630

of the same Lines is Rmk. 160, plus headtax Rkm. 17, thus a real difference of Rmk. 23, and we assume that the Conference regulations apply equally to all parties.

"The nominal difference of Rmk. 40 is not in accordance with Appendix 2, Par. 12, or is perhaps the exchange different here?

"According to the above we consider the demands of Lloyd & White Star void to let our 2nd class B passengers figure as steeragers, and await your confirmation accordingly."

Article 13 of Agreement BB is in conformity with Article 13 of Agreement AA in so far as it fixes a

Defendants' Exhibit 160

12631

minimum difference of £2 between the steerage rate and the second class rate of the resp. steamer but there is the condition, "unless otherwise agreed upon" or "unless there is a second class rate agreement."

The difference between the A. C. Lines and Rusamerika is that the A. C. Lines have a second class rate Agreement, fixing the minimum rates, whilst nothing has been agreed upon with Rusamerika otherwise than in Art. 12.

The best way to get out of the existing state of things might be that a cabin rate for the Rusamerika Line's steamers be agreed upon and I await to hear what the Lines think about it.

12632

Respectfully,

I just receive following letter from White Star Line:

> "Your G. No. 602. We note the Russian American Line have advanced their second class B rate by two roubles, which we understand brings it now to 102 roubles. This, however, will not relieve the Russian America Line from pooling such passengers in view of the difference between their steerage rate which is exclusive of headtax, and the second class B rate above referred to of 102 roubles which is inclusive of headtax, coming within the margin specified in article 13 of agreement BB."

12633

12634 **Petitioner's Exhibit 1434.**

G. No. 607.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1909.

To the Parties:

Reisebureau "Vaterland." (*G. No. 600 Annex.*)

12635

The Norddeutscher Lloyd write:

"With reference to circular letter G. No. 600 we must take exception against the views expressed by the Cunard Line that, as the 'Vaterland' has not been acting for any of the Continental Lines, the disqualification of that firm can be removed by the British A. C. Lines without or against the consent of the Continental Lines. According to Byelaw 4-c an agent cannot be disqualified unless the Line employing him proposes such disqualification but since the Lines employing the 'Vaterland' had agreed to disqualify that firm the reinstatement of the latter, according to Byelaw 4-b, requires unanimous action of the Lines."

12636

Respectfully,

Petitioner's Exhibit 1435. 12637

G. No. 608.

ATLANTIC CONFERENCE.

Secretary's Office.

Jena, October 2nd, 1909.

To the Parties:

Minutes and Byelaws.

125. Commission on infants. In amendment of Agreement V Art. 13 b 1 & 2 and Agreement W Art. 11 b 2 the commission westbound and eastbound on infants' rates as per byelaw 106 has been fixed at 5% maximum. The commission on third class infants is 1 sh or its equivalent. (Agreed May 17th, 1909.) 12638

126. Passengers free from the Pool. Passengers landing or embarking at Gibraltar or the Azores by steamers of the direct Mediterranean Lines need not be accounted for under Agreement AA Non-Italian and Non-Oriental passengers from or to Genoa, Naples or any other Mediterranean ports must be accounted for. (G. 580 9/10 109.)

I shall add these byelaws to the Minutes of the next meeting in order to get them duly signed and printed then. 12639

Respectfully,
(Signed) H. PETERS.

12640 **Defendants' Exhibit 170.**

G. No. 609.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1909.

To the Parties:

12641 *North West Transport Line. (G. 603.)*

S. S. "Uranium" sailed yesterday from Rotterdam with 20 cabin passengers and 237 steeragers of which 101 for Halifax.

Respectfully,

12642

Petitioner's Exhibit 1436. 12643

G. No. 610.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1909.

To the Parties:

N. W. T. L. Lozantsheff Frères, Monastir. (G. 604) 12644

In reply to G. No. 604 the following answers have been received:

Red Star Line (Translated):

> "If the Cunard Line has proposed the disqualification on account of their own observations, we agree with the disqualification, but if the proposal has been based on reports received from agents we would request particulars also naming the respective party, so that we can judge as regards the reliability of the statements.
>
> "Cunard's remark, that also for previous disqualifications no proofs were brought is not correct, as for the disqualifications proposed by us we have brought the proofs." 12645

Norddeutscher Lloyd:

> "..... we believe that it would be unfair to disqualify Messrs. Lozantcheff frères without any other evidence against them than the statement of the Cunard Line which, we suppose, is based on information received from

12646 *Petitioner's Exhibit 1436*

their agents. It appears to us that this case somewhat resembles that of the Union Ticket Office, which the British Lines so far have refused to disqualify although substantial proof has been brought forward against this firm. We shall be glad to hear whether the British Lines will agree to the disqualification of the Union Ticket Office upon the assertion of the Continental Lines that this firm is in connection with disqualified agents."

Respectfully,

12647

12648

Petitioner's Exhibit 1437. 12649

G. No. 611.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 6th, 1909.

To the Parties:

Donaldson Line eastbound.

12650

The Donaldson Line write October 4th:

> "We beg to advise you that we have received cable intimation from our Montreal Agents that the 'Cassandra' which sailed from there on 30th September has 10 steerage passengers on board. This will now bring our numbers up to 200, and as per Appendix 3 to Agreement Z, paragraph 5 we were not to carry more than 200 without giving notice. We will feel obliged, therefore, if you will communicate with the various Lines and obtain their permission that we be allowed to carry a few more third class passengers up till the end of this year. We will still have three passenger sailing from Montreal besides our weekly Freight Steamer which may bring one or two third class as occasion requires."

12651

Will the Lines please let me have their views.

Respectfully,

12652 **Defendants' Exhibit 171.**

G. No. 612.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 7th, 1909.

To the Parties:

Monthly Statements for September.

12653 According to the Summary of Monthly Adjustment-Statements and Account Current (Form 30, No. 9) the following payments are to be made for September:

Anchor Line	to	Continental Lines	£	952
American Line	"	Allan Line	"	375
" "	"	Canadian Pacific Ry. Co.	"	584
" "	"	Donaldson Line	"	88
" "	"	Continental Lines	"	2481
Dominion Line	"	" "	"	963
White Star Line	"	" "	"	12131
12654 Cunard Line	"	" "	"	7602

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 11-10 1909 Acknl'd 1909
Answered 1909

Petitioner's Exhibit 1341. 12655

G. No. 613.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 7th, 1909.

To the Parties:

Payments to and from the Russian East Asiatic S. S. Co.

According to Monthly Adjustment-Statements for September (Form 35, No. 9), the following payments are to be made: 12656

Continental Lines	to	Russian Eastasiatic S. S. Co.			£	800.—.—
Allan Line	"	"	"	"	"	7.—.—
Anchor Line	"	"	"	"	"	44.—.—
American Line	"	"	"	"	"	86.—.—
Dominion Line	"	"	"	"	"	56.—.—
White Star Line	"	"	"	"	"	109.—.—
Cunard Line	"	"	"	"	"	175.—.—
Russian Eastasiatic S. S. Co.	to	Canadian Pacific Ry. Co.			"	1.—.—

To avoid payments to and fro the payments are to be made as follows:

Continental Lines	to	Russian Eastasiatic S. S. Co.				£	800.—.— 12657
Allan Line	"	"	"	"		"	6.—.—
Allan Line	"	Canadian Pacific Ry Co.				"	1.—.—
Anchor Line	"	Russian Eastasiatic S. S. Co.				"	44.—.—
American Line	"	"	"	"		"	86.—.—
Dominion Line	"	"	"	"		"	56.—.—
White Star Line	"	"	"	"		"	109.—.—
Cunard Line	"	"	"	"		"	175.—.—

The British Lines will please send their cheques direct to the Russian Eastasiatic S. S. Co. at Libau.

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 11-10-1909 Acknl'd 1909
Answered 1909

12658 **Petitioner's Exhibit 1342.**

G. No. 614.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 7th, 1909.

To the Parties:

Compensation bill Red Star Line. (G. No. 593)

12659

The Red Star Line send me the following bill for fighting steamers:

S/S "Vaderland" / S/S. "Raglan Castle"
26th June 1909
661/1, 62/2, 54/0 passengers at
fighting rate $20.— (G. 505)
regular " $33.—
For 692 compensation $10.— $6920.—

S/S. "Kroonland" / S/S "Volturno"
10th July 1909
501/1, 80/2, 38/0 passengers at
fighting rate $24.— (G. 531)
12660 regular " $33.—
For 541 compensation $ 6.— $3246.—

S/S. "Vaderland" / "Uranium"
24th July, 1909
558/1, 80/2, 44/0 passengers at
fighting rate $24.— (G. 540)
regular " $33.—
For 598 compensation $ 6.— $3588.—

$13754.—

Petitioner's Exhibit 1342

12661

The distribution of the amount subject to my verifying the numbers of the passengers at fighting rates is according to the percentages in G. N. 593 as follows:

Anchor Line	3.74%	=	$ 514.40
Cunard Line	14.37%	=	" 1976.45
Hapag	11.75%	=	" 1616.10
Nasm	5.80%	=	" 797.73
Lloyd	17.86%	=	" 2456.46
Red Star Line	8.14%	=	" 1119.58
White Star Line	14.73%	=	" 2025.96
American Line	8.29%	=	" 1140.21
Dominion Line	1.44%	=	" 198.06
Canpac	4.26%	=	" 585.92
Transat	4.87%	=	" 669.82
Austro	1.82%	=	" 250.32
Russamerica	2.93%	=	" 402.99
	100.00%		$13754.00

12662

On this occasion I beg to revert to Annex 2 to G. No. 249 of Septr. 4th 08. The bill of the Red Star Line of said date has been rectified in the way that the number of passengers is 1035½, thus reducing the amount of compensation by $12 to $4142.— The distribution of said amount over the percentages in G. 318 is:

12663

			to be paid	paid	Difference to be refunded
Allan Line	4.42%	=	$ 183.08	$ 183.60	$ 0.52
Anchor Line	3.51%	=	" 145.38	" 145.80	" 0.42
Cunard Line	13.50%	=	" 559.17	" 560.79	" 1.62
Hapag	11.03%	=	" 456.86	" 458.19	" 1.33
Nasm	5.45%	=	" 225.74	" 226.39	" 0.65
Lloyd	16.77%	=	" 694.61	" 696.63	" 2.02

12664 *Petitioner's Exhibit 1342*

Red Star Line	7.64%	=	" 316.45	" 317.37	" 0.92
White Star Line	13.83%	=	" 572.84	" 574.50	" 1.66
American Line	7.78%	=	" 322.25	" 323.18	" 0.93
Dominion Line	1.34%	=	" 55.50	" 55.66	" 0.16
Canpac	4.01%	=	" 166.10	" 166.58	" 0.48
Transat	9.02%	=	" 373.61	" 374.69	" 1.08
Austro	1.70%	=	" 70.41	" 70.62	" 0.21
	100.00%		$4142.00	$4154.00	$12.00

12665 By the above difference the amount due to the Red Star Line is to be reduced, so that the payments to be made are as follows:

by Anchor Line	$ 513.98
Cunard Line	" 1974.83
Hapag	" 1614.77
Nasm	" 797.08
Lloyd	" 2454.44
Red Star Line	" 1118.66
White Star Line	" 2024.30
American Line	" 1139.28
Dominion Line	" 197.90
Canpac	" 585.44
Transat	" 668.74
12666 Austro	" 250.11
Russamerica	" 402.99
	$13742.52

I beg to request to remit the above amounts to the Red Star Line and the latter will please refund $.0.52 to the Allan Line.

Respectfully,

(Stamped): North Atlantic, Passenger Conference. Received 11/10 1909. Acknl'd 1909. Answered 1909.

Petitioner's Exhibit 1438. 12667

G. No. 615.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 9th, 1909.

To the Parties:

Byelaw 126. (G. No. 608) 12668

The Norddeutscher Lloyd write:

> "Referring to Bye-law 126 as drawn up in circular 608, we take it as selfunderstood that third class passengers to and from Madeira are also excluded from Agreement A.A. We would propose to have them added under the above clause so as to be sure that there can be no misunderstanding about this point."

Anticipating no objection to the above insertion in Byelaw 126 I shall alter it accordingly.

Respectfully, 12669

12670 **Defendants' Exhibit 172.**

G. No. 616.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 11th, 1909.

To the Parties:

North West Transport Line. (G. No. 609)

12671 The 237 steeragers which S.S. "Uranium" forwarded from Rotterdam on October 4th to Halifax and New York were composed as follows:

	to New York	to Canada	Total
from Russia	88	8	96
" England	2	57	59
" Austria	34	1	35
" Hungary	22	—	22
" Bulgaria	9	—	9
" Germany	9	—	9
" Italy	2	2	4
" Holland	1	—	1
" Sweden	1	—	1
12672 " Roumania	1	—	1
	169	68	237

The S.S. "Napolitan Prince" which sailed September 26th from Newyork (G. No. 603) landed her passengers in the usual way on October 8th at Hoek van Holland. Amongst her passengers were 30 Armenians who were not admitted at Halifax.

Respectfully,

Defendants' Exhibit 173.

12673

G. No. 617.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 11th, 1909.

To the Parties:

Cunard Lines Prepaid rate for Russian steeragers.

By Request of the Cunard Line I circulate the following correspondence:

On August 9th I received from Mr. Smyth the following telegram: 12674

1)

> "Cunard advance Continental prepaid Liverpool service two dollars, Russian two dollars additional."

of which I informed the Continental Lines.

2) Hapag to Secretary: 10/8.

> "What do last four words mean? As they read we must suppose that Cunard intend to apply a special rate by two dollars higher than for other Continentals." 12675

3) Secretary to Cunard: 10/8.

> "Your advance continental prepaids. What special include the two dollars additional for Russians."

4) Cunard to Secretary: 11/8.

> "Your telegram Russian prepaids don't quite understand nature of enquiry, kindly explain."

12676 *Defendants' Exhibit 173*

5) Secretary to Cunard: 11/8.

"Explanation is wanted why Russian prepaids are charged a differential against other Continentals."

6) Cunard to Secretary: 11/8.

"The expense of two dollars extra for Russian passengers is applied for same object as that of Continental Lines of which you must be aware."

7) Secretary to Cunard: 12/8.

12677

"Referring to the telegrams exchanged with regard to your extra charge for prepaids from Russia and your last telegram in which you say, that the 2 Dollars are applied for the same object as that of Continental Lines, I beg to say that of course I am aware that the Continental Lines make this extra charge for board & lodging in the port of embarkation for prepaids and for cash passengers as well. I was however under the impression that this was already included in your Continental rates and will thank you for informing me if that is a mistake.

12678

"I beg to draw your attention to Art. 15 which fixes the equivalents between cash and prepaid rates."

8) Cunard to Secretary: 16/8.

"We are in receipt of your letter of the 12th instant, concerning Russian Prepaid Passengers. Answering your query, the extra charge to which you refer has not hitherto been included in our Passage Rates.

"With regard to your reference to Article 15, we may say that as far as we are aware,

 12679

our prepaid rates have never been below our cash parity. A similar instance has been in operation before."

9) Secretary to Cunard: 18/8.

"Your favor of 16th instant. Am I right in assuming that the extra Charge of $2 entitles the holders of such prepaids to free board and lodging in the Continental port of embarkation?

"I note that your prepaid rates have never been below your cash parity but that is not the point. Cash and prepaid rates must be on parity and therefore if you quote a net rate off Havre of Frcs 165.25 your corresponding prepaid rate must be $36½ and not $46½, or if you quote a prepaid rate of 45½, your cash rate must be 190 Marks gross or something like Frcs 220 net. If you refer to similar instances of imparity having been in operation before I would say that deviations from the terms may be tolerated as long as no party objects. Objections are now made and I am to protest on the part of Continental Lines." 12680

10) Cunard to Secretary: 26/8. 12681

"Replying to your letter of the 18th inst. we shall be glad to know for what purpose you require the information from us. In any case your assumption is not correct.

"In regard to the second paragraph of your letter Article 15 of Agreement A.A. is simply a table of equivalents, so that there may be no mistake on the part of any Line in knowing exactly what 100 Marks and upwards represent in United States currency. We have perfect liberty to make our prepaid rates more

12682 *Defendants' Exhibit 173*

than our cash if we so desire. We have no knowledge of having deviated from the terms of Agreement, and cannot now in view of the fact that this practice has already been in existence, appreciate any objection."

11) Hapag to Secretary: 25/8.

"From the enclosed circular we gather that the Cunard Line have fixed for Russian Prepaids a rate which is $2.— higher than the fare which they are otherwise quoting. This proceeding cannot fail to create the impression that the Cunard Line in view of the cholera-reports are anxious to reduce their transportation of emigrants of Russian origin. But according to the contract it is neither permissible for a party to shut itself off from the transportation of certain nationalities nor for it to quote special rates without the consent of the other parties. The action of the Cunard Line seems to us in disaccordance with Article 15 and Byelaw 18. We should be obliged, if you would induce the Cunard Line to explain what their intention are with regard to the quotation of the rate in question and whether in view of Article 15 and Byelaw 18 there is some mistake on their part." (Communicated to Cunard August 28th.)

12383

12684

12) Cunard to Secretary: 30/8.

"We are in receipt of your letter of the 28th August, which has crossed ours of the 26th Aug. Copy of letter from the Hamburg Amerika Line is noted. We think the Hamburg Amerika Line will find on reference to their circulars that the arrangement under discussion is one they have in operation them-

12685

selves, and therefore we do not understand their remark concerning Byelaw 18."

13) Secretary to Cunard: 3/9.

"Your favor of 26th August.

"With regard to Art. 15 you are of opinion that you have perfect liberty to make your prepaid rates more than your cash if you so desire. That is a mistake. If Art. 15 in itself were not clear enough Byelaw 1 will show you, that you have such liberty only during a fixed short period."

12686

14) Secretary to Cunard: 6/9.

"With reference to your favor of 30th August, which I communicated to the Hamburg American Line, they write me as follows:

" 'In receipt of your favor of the 2nd instant we would ask you to reply to the Cunard Line, that we are not aware of having in operation ourselves the arrangement of which an explanation from the Cunard Line was desired, and that we should not consider it right, if we had. In the present case, however, it is not a question of what the Hamburg American Line does, but a question of an action of the Cunard Line. When the Cunard Line finds anything in our quotation which in their opinion is not correct, we expect them to call our attention to it, so that we may be enabled to rectify if necessary, just as we have pointed out to the Cunard Line something which we do not consider correct. Therefore, it is for the Cunard Line either to rectify the matter if a mistake was made, or if it was not a mistake that led to the rate under discussion, but

12687

12688 *Defendants' Exhibit 173*

a design, to explain on which regulation of our agreements they based their action.'

"We now hope to receive the Cunard Line's explanation.'

15) Cunard to Secretary: 3/9.

"Thanks for yours of the 3rd September. We think that possibly you do not quite appreciate our position. As you are aware, we have been overcarrying westbound for some time past, and it is, therefore, necessary for
12689 us to take what measures we deem fit to correct the position. Our sales of Russian prepaids have been considerable, and noticing that the Continental Lines charge a higher rate for Russian passengers, we have taken the same course. Our cash rates however being already £8 or over, we do not propose to advance them further at present."

16) Cunard to Secretary: 9/9.

"We beg to acknowledge the receipt of your letter of the 6th instant, and note communication which you have received from the Hamburg Amerika Line. In letter received with
12690 yours of the 28th August, the Hamburg Amerika Line referred us to Byelaw 18, which relates to the quotation of special rates. Seeing that the Hamburg Amerika and other Continental Lines quote rates on similar basis for Russian passengers we cannot follow the application of their reference."

17) Lloyd to Secretary: 13/9.

"We have taken due note of the correspondence passed between yourself and the Cunard Line with regard to the special rate quoted by

Defendants' Exhibit 173 12691

the Cunard Line for Russian prepaids and regret to say that we consider the explanation given by them as entirely unsatisfactory.

"Art. 15 says that the Cash Steerage Rates and the American Prepaid Rates *shall* be established on certain equivalents. We do not think that this can be interpreted to mean that each Line may adopt other equivalents than those expressly stipulated.

"The quotation of a higher rate for Russian business than for other Continental traffic over the same ports constitutes another infraction of the Contract against which we must likewise protest. 12692 If the Cunard Line say that the Continental Lines charge also higher rates for Russian passengers, this statement is certainly not correct so far as our Line is concerned. Our rates for Russian passengers are exactly the same as for all other business. The collection of an extra amount of $2 on prepaids, and of a similar amount on cash tickets from Russia, to cover board and lodging at the port, which expenses passengers of other nationalities have to pay out of their own pocket, has nothing whatever to do with the rate, and if the Cunard Line adopt the same 12693 course, we shall certainly not object, provided the amount charged for board & lodging is a reasonable one. We can, however, not admit that the Cunard Line charge special rates for Russian passengers which in our opinion is quite incompatible with the terms and spirit of the Contract."

18) Secretary to Cunard: 13/9.

"I beg to acknowledge receipt of your favor of 9th instant, which I duly communicated to the Hamburg American Line. In reply they

12694 *Defendants' Exhibit 173*

revert to their letter of 3rd instant contained in my respects of 6th inst. and write:

"'The Cunard Line's letter of the 9th instant we cannot consider as a reply to the enquiries made in our letter of the 3rd instant. Instead of replying to the letter the Cunard Line revert to our letter of August 25th. Under these circumstances we beg you to ask the Cunard Line to give a reply to the questions asked in our letter of the 3rd instant, stating whether a mistake was made and if
12695 not explaining on which regulation of our agreement they based their action.'"

19) Cunard to Secretary: 2/10.

"Your favor of the 15th September to hand, and we note the remarks of the Hamburg Amerika Line in connection with our Russian Prepaid Rates. We thought we had made the matter quite clear in ours of the 8th September, and have really nothing further to say. The Hamburg Amerika Company's letter of September 3rd we dealt with in ours of September 9. Apparently they had no grounds
12696 for suggesting that we had infringed Byelaw 18.

"As regards the letter from the Norddeutscher Lloyd, we do not think we can add anything to what we have already written. They admit that they are charging more for Russian passengers than for other nationalities, which is the point we have emphasized in our communications."

20) Secretary to Cunard: 2/10.

"From a circular of your Newyork Agents dated September 2nd I note that your rate

Defendants' Exhibit 173

from Libau to Newyork and Boston direct will be $48.50. In a handbill dated September 15th the same rate is quoted. I do not find that I have been previously informed of this alteration (Art. 12) nor can I trace that I have received these printed matters and circulars. (Art. 16b.) 12697

"Further I have to point out, that this rate of $48½ is $5 higher than the equivalent of your cash rate of M 180 which is $43½. (Art. 15.)

"In reply to your letter of September 22nd Lloyd write: 12698

" 'We do not find that there is anything contained in our letter which would bear out the Cunard Line's statement that we had admitted to charge more for Russian steeragers than for those of other nationalities. On the contrary, we have expressly stated that "our rates for Russian passengers are exactly the same as for all other business," and we fully uphold this statement. We repeat that the collection of an additonal sum from certain passengers for which the latter receive the equivalent in the shape of free board and lodging at the port, which other passengers from whom this additional payment is not collected have to defray themselves, has nothing whatever to do with the passage money. The latter, we repeat, is in the case of our company always the same for all passengers travelling in the same class. We understand, however, that this is not the practice with the Cunard Line who charge a higher ocean rate to Russian passengers than to those of other nationalities, without offering them any facilities which other passengers 12699

12700 *Defendants' Exhibit 173*

paying a lower rate, do not also enjoy. We maintain that this is contrary to Byelaw 18 and must reserve all our rights in this respect.'

"The Holland America Line fully endorse the opinion of the North German Lloyd and the Hamburg-American Line with regard to your steerage prepaid rate for Russian passengers."

21) Cunard to Secretary: 6/10.

"We have your letter of the 2nd October
12701 regarding our rate from Libau to New York and Boston, but do not quite understand what alteration it is that you refer to, as we have made no alteration in these rates since our advice to the British Lines' Conference Secretary of the 6th Aug. '09. Perhaps you will kindly send us the circulars to which you refer, when we will have the matter looked into.

"We note your further remarks concerning our prepaid rates; also the communication from the Norddeutscher Lloyd. There does not, however, appear to be anything fresh in what they write. In the correspondence we have had with you we have given you our
12702 views and explained our position, which we maintain is quite in accord with our obligations under Agreement AA and the Byelaws.

"We further observe what you say in regard to the opinion of certain of the Continental Lines. We do not know whether you have circulated the correspondence to all the Conference Lines, but if not we think you should do so, seeing that the interest in the subject is not confined to the Continenial Lines."

Respectfully,

Defendants' Exhibit 174.

12703

G. No. 618.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 12th, 1909.

To the Parties:

North West Transport Line.

12704

S.S. "Volturno" sailed from New York October 9th with 182 steeragers at $16 net; her opposition steamer "Graf Waldersee" got 425 steeragers at $22 less $2 commission.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 14 Oct. 1909. Ansd.

12705

12706 **Petitioner's Exhibit 1439.**

G. No. 619.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 13th, 1909.

To the Parties:

II class rates Russian America Line. (G. No. 606)

12707

The desire has been expressed to discuss the matter at the next meeting when also the question of the Russian American Line and the cabin agreements should be ventilated.

I noted the subject for the Agenda.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 15 Oct. 1909.

12708

Petitioner's Exhibit 1440.

12709

G. No. 620.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 14th, 1909.

To the Parties:

Donaldson Line Eastbound. (G. No. 611)

12710

Of the parties who have expressed themselves on the subject, some are of the opinion, that the Donaldson Line should be granted their wish to carry a few more passengers above 200, another Line desires, that the passengers carried in excess should be compensated with £4. The wish is also expressed to have the matter postponed for discussion at the next meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 16 Oct. 1909. Ansd.

12711

12712 **Defendants' Exhibit 175.**

G. No. 621.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 18th, 1909.

To the Parties:

North West Transport Line. (G. No. 618)

Following is circular I received:

THE NORTHWEST TRANSPORT LINE

12713

Dear Sir:

Please note that Steamer "Volturno" sails from New York, October 9th, 1909.

RATES OF PASSAGE

From New York to Rotterdam $25.00
To Antswerp $26. To Bremen "27.
To Hamburg $28.00

12714 (Cut of Steamer)

Extra cheap to Berlin, Wien, Budapest, Temesuvar, Szegedin, Kraukau, Oderberg, and all other parts of the old country.

Chicago to New York $16; fast trains without change of cars; $2.00 Commission allowed for every passenger secured through your influence.

Cabin Passage, $45.00.

Steamer is provided with large outside cabins, excellent cuisine, large spacious decks—average time: 9 days across the ocean.

Petitioner's Exhibit 1441 12715

for further particulars ANTON BOENERT

apply to UNION TICKET OFFICE General Passage Agent

266 South Clark Street; near Van Buren Street
Hotel Kaiserhof Telephone Harrison 5541
Chicago, October 1, 1909.

Respectfully,

Petitioner's Exhibit 1441. 12716

G. No. 622.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 18th, 1909.

To the Parties:

N. W. T. L. Lozantscheff Frères, Monastir. (G. 610) 12717

The Cunard Line write:

> "We are favoured with your G. No. 610 of the 5th instant on the above matter, and note the answers received from the Red Star Line and Norddeutscher Lloyd.
>
> "As regards the former Line's communication, may we be allowed to remark that we have never proposed the disqualification of the firm of Lozanscheff Frères. In the interests

12718 *Petitioner's Exhibit 1441*

of the Lines we have merely mentioned to the Secretary that this firm is reported as being in communication with the North West Transport Line, and we suggested that the matter should be looked into. In none of the communications that have been circulated have we seen it denied that Lozantcheff have had dealings with the North West Transport, nor has it been made clear that the subject has been thoroughly investigated. If, however, the Lines have no wish to look further into the case we will not pursue it.

12719 "We note that the Red Star Line have always submitted proofs for disqualifications proposed by them.

"In the case of the Union Ticket Office referred to by the Norddeutscher Lloyd, the Lines concerned have given every consideration to the statements of the Continental Lines, and, as is well known, have gone into the matter at great length, but are satisfied that the firm in question have so far done nothing worthy of disqualification. The difference between the cases will be obvious."

Respectfully,

12720

Defendants' Exhibit 176.

12721

G. No. 623.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 19th, 1909.

To the Parties:

North West Transport Line. (G. No. 621)

12722

S.S. "Napolitan Prince" sailed Saturday 16th instant from Rotterdam to New York via Canada with 15 cabin passengers and 302 steeragers, of which 118 for Halifax.

Respectfully,

12723

12724 **Defendants' Exhibit 177.**

G. No. 624.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 19th, 1909.

To the Parties:

12725 *Compensation S. S. Birma August 21st. (G. No. 592.)*

With reference to the claim of the Russian American Line for compensation for passengers booked by the Birma to Libau, I received information that the Libau rate was not discussed by the Small Committee but that it appeared to be unanimous in accepting the basis of settlement at $2 per adult for each Libau fare; under the usual reserve of the verification of the numbers of passengers. I therefore beg to submit the following bill for passengers by the Birma:

For 416 ad. 53 chldr. 25 inf. — 442 1/2 adults to R'dam at $6 =	$2655.
12726 For 52 ad. 4 chldr. 7 inf. — 54 adults to Libau at $2 =	108.
	$2763.
In order to rectify as per G. 593 the distribution in G. 561 there must be added	$4685.
Total:	$7448.

which distributed over the percentages as per G. No. 593 gives credit to the Russian American Line:

Defendants' Exhibit 177

			for	*paid as per G. 561*
by Anchor Line	3.74%	=	$ 278.56	$ 175.22
Cunard Line	14.37%	=	1070.28	674.17
Hapag	11.75%	=	875.14	550.96
Nasm	5.80%	=	431.98	271.73
Lloyd	17.86%	=	1330.21	837.21
Red Star Line	8.14%	=	606.27	381.36
White Star Line	14.73%	=	1097.09	691.04
American Line	8.29%	=	617.44	388.85
Dominion Line	1.44%	=	107.25	67.46
Canpac	4.26%	=	317.29	200.05
Transat	4.87%	=	362.72	228.16
Austro	1.82%	=	135.55	85.27
Russ. American Line	2.93%	=	218.22	133.52
	100.00%	=	$7448.00	$4685.00

So there remain to be paid:

By Anchor Line	$ 103.34
Cunard Line	396.11
Hapag	324.18
Nasm	160.25
Lloyd	493.
Red Star Line	224.91
White Star Line	406.05
American Line	228.59
Dominion Line	39.79
Canpac	117.24
Transat	134.56
Austro	50.28
Russian American Line	84.70
	$2763.00

Which amounts the Lines will please remit to the Russian American Line at Libau.

Respectfully,

12730 **Petitioner's Exhibit 1442.**

G. No. 625.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair." Jena.

Jena, October 22nd, 1909.

To the Parties:

Scandinavian American Line.

12731

Since August 1st up to October 15th the Scandinavian-American Line have forwarded westbound 4637 steeragers. During the same period the A. C. Lines carried 85184 steeragers.

The corresponding figures eastbound are for the Scandinavian American Line 1530, for the A. C. Lines 34035.

This means that through Agreement C. C. not having been completed the Atlantic Conference Lines lost from August 1st to October 15th 2212 steeragers or their equivalent westbound and 285 eastbound.

Respectfully,

12782

Defendants' Exhibit 178.

12733

G. No. 626

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 23rd, 1909.

To the Parties:

North West Transport Line. (G. No. 623.)

12734

The 302 steeragers which S. S. "Napolitan Prince" forwarded from Rotterdam on October 16th to Halifax & New York were composed as follows:

	to New York	*to Canada*	*Total*
From Russia	126	8	134
" England	—	71	71
" Hungary	44	—	44
" Austria	44	—	44
" Germany	5	—	5
" Turkey	2	—	2
" Bulgaria	1	—	1
" Holland	1	—	1
	223	79	302

12735

Respectfully,

12736 **Petitioner's Exhibit 1443.**

G. No. 627.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 23rd, 1909.

To the Parties:

12737 *Donaldson Line eastbound passengers. (G. No. 620.)*

I beg to inform that after consulting the Continental Lines all Lines are now agreeable to concede to the Donaldson Line during 1909, 50 more passengers than provided for in Minute 5 of Appendix 3 to Agreement Z. The reserve is made, that this concession shall form no prejudice for the future.

Respectfully,

12738

Defendants' Exhibit 179.- 12739

G. No. 628.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 23rd, 1909.

To the Parties:

Final Statistics for 1908. 12740

According to the Final Summary of Monthly Adjustment-Statements for December, 1908, I beg to request the Parties to make the following payments:

Allan Line to American Line	£	124.—.—
" " to Anchor Line	"	8.—.—
Cunard Line to Continental Lines ...	"	28.—.—
" " to Anchor Line	"	8.—.—
" " to Dominion Line	"	28.—.—
" " to White Star Line	"	80.—.—
Canadian Pacific Ry. Co. to Continental Lines	"	476.—.—

12741

Respectfully,

(Stamped): North Atlantic Passenger Conference. Recd. 25 Oct. 1909 Ackd. Ansd.

(Stamped): North Atlantic Passenger Conference. Received 1909 Acknl'd. 1909 Answered 1909

4247

12742 **Petitioner's Exhibit 1444.**

G. No. 620.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 25th, 1909.

To the Parties:

N. W. T. L. Lozantcheff Frères, Monastir.
(G. No. 622.)

12743 The Red Star Line write:

"We note what the Cunard Line says. As the Lines know, we are checking as far as possible the passengers passing through Antwerp, but up to the present we have not come across any passengers booked by the firm Lozantsheff Freres for the North West Transport Line, which we think would have been the case if Lozantsheff Freres were working for the said Company as passengers from Macedonia regularly travel via Basel & Antwerp to Rotterdam. Of course we do not consider
12744 this fact as being a proof that the firm in question has no dealing with the N. W. T. Line but on the other hand the Cunard Line has also not furnished any proofs that Lozantsheffs are really in relations with the N. W. T. Line. All that has been submitted is a communication that the firm has been reported to the Cunard Line as being in connection with the Company named.

"The Cunard Line says that the difference between the cases, Lozantsheff & the Union

Ticket Office, is obvious. Indeed the difference is obvious since in the case of Lozantsheff no evidence at all has been given whilst as regards the Union Ticket Office quite a number of proofs have been submitted & even documents."

Respectfully,

Petitioner's Exhibit 1445.

12746

G. No. 630.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 26th, 1909.

To the Parties:

North West Transport Line. (G. No. 626.)

12747 I received following cable from New York 25th instant:

"Uranium 173 Zeeland 556 including 513. 22 net."

I am not sure what "including 513" means, but suppose, that these are steeragers booked at the fighting rate of $24, and that the rest, 43 steeragers are booked at the regular rate.

Respectfully,

12748 **Petitioner's Exhibit 1446.**

G. No. 631.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 26th, 1909.

To the Parties:

Net rates. (G No. 519.)

12749

From Mr. Smyth I receive the following letter:

> "In reference to your circular letter G. No. 519 of the 7th July, herein, I am desired to say that the British Lines are not unanimous regarding the practicability of making any change in the method of quoting net rates for the special business to which these rates apply under the prevailing conditions."

It is now for the Continental Lines if they will let the matter rest for the present.

Respectfully,

12750 H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Oct. 1909. Ansd.

Petitioner's Exhibit 1447. 12751

G. No. 632.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 28th, 1909.

To the Parties:

North West Transport Line. (G. No. 630.) 12752

S. S. "Volturno" which left New York on October 9th landed her passengers, 215 steeragers and 10 cabin passengers, in the usual way at Hoek van Holland on 22nd instant.

Respectfully,

12753

12754 **Defendants' Exhibit 180.**

G. No. 633.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 29th, 1909.

To the Parties:

Final Statistics for 1908.

12755 I received the following letter from the Allan Line:

> "We have to acknowledge receipt of your circular letter of 23rd instant, G. No. 628, and, under another cover, we have also received the 'Final Statements for December, 1908.' We regret, however, that we cannot accept these as correct, as the figures have not been adjusted to cover our Claim for the 155 Newfoundland passengers erroneously included in our Pool Statements for 1908, as per our letters to you of 30th March and 6th April last."

12756 On this subject I beg to refer to G. No. 416. I propose to put it on the Agenda of the meeting of November 25th and if the Lines cannot agree then, it is the right of the Allan Line to have it decided by arbitration.

Respectfully,

Petitioner's Exhibit 1448. 12757

G. No. 634.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 29th, 1909.

To the Parties:

North West Transport Line. (G. No. 626.)

12758

According to information I received from the Red Star Line there passed 337 passengers for the North West Transport Line through Antwerp from 16th till 27th instant. No doubt, that the next departure will show again a good result for the North West Transport Line. As shown in Statistics Forms 25/26 the N. W. T. L. have in this year nearly 10,000 passengers withdrawn from the A. C. Lines.

Respectfully,

12759

12760 **Petitioner's Exhibit 1449.**

G. No. 635.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 30th, 1909.

To the Parties:

North West Transport Line. (G. No. 634.)

12761

The Red Star Line send another report of 82 passengers for the North West Transport Line which brings the number together with yesterday's reports up to 409 passengers; 394 of them were forwarded through the Universal Reisebureau.

Respectfully,

12762

Petitioner's Exhibit 1450. 12763

G. No. 636.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 30th, 1909.

To the Parties:

Appointment S. S. Russia against N. W. T. L.
(G. 595.) 12764

The Russian America Line telegraphed today as follows:

> "Agree Russia fighting steamer against compensation basis $30 Rotterdam $37 Libau other conditions as per byelaw 22 please cable Newyork accordingly."

As I inferred from the above telegram that it was on request of the Small Committee that the Russia was asked for as opposition steamer and in view that she was also the cheapest steamer I wired to Newyork to oppose the Russia to the outsider, I trust 12765
therefore that there will be no objection to settle an eventual bill of compensation for the Russia on the basis of Byelaw 22. The Russia is advertised to leave Newyork on the 6th of November.

Respectfully,

12766 **Petitioner's Exhibit 1451.**

G. No. 637.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 1st, 1909.

To the Parties:

Dominion Lines' shortage westbound.

12767

On October 23rd I was asked by some of the Continental Lines to request the Dominion Line to reduce their Continental rate by 20 Marks for adjustment purposes. In my letter to Messrs. Ismay, Imrie & Co. on the subject I pointed out that this measure at the same time would have the effect to meet the competition of the North West Transport Line.

In pursuance to the above I beg to promulgate the following correspondence:

1) Dominion Line to Secretary October 26th:

12768 "We have your favor of the 23rd inst. addressed to Messrs. Ismay, Imrie & Co. which has been handed to us for attention, and note the suggestion of the Continental Lines with regard to our rate from Continental ports.

"We are pleased to observe the result of the reduction we have made and hope that the passengers we are drawing in consequence via Liverpool will have the effect of keeping business from the North West Transport Line, except when they carry it at unremunerative rates.

Petitioner's Exhibit 1451

12769

"Our rate of M. 130 we may say leaves less than £ 4 nett to the ship per adult, but we should nevertheless, if requested by Conference and compensated the difference by the Conference as a whole, be prepared to make a further reduction of M. 20 as a fighting measure.

"In considering the situation, however, the question occurs to us if it would not be more economical for the North German Lloyd to take some special step in this direction, seeing that they are also very large minus parties in the A. C."

12770

In reply to this letter wired:

2) Hapag October 30th:

"Sorry must protest against Dominion Lines' standpoint Dominion not making a concession by reducing but according Article eleven paragraph a are bound to do so without compensation referring to weekly statistic thirty-nine Dominion's shortage reached 6576 October twenty-third this shows that Dominion's efforts bringing about adjustment in past ten months have been in vain propose Dominion reduces immediately and in case refusal propose to decide matter by vote other lines as per commentary article eleven paragraph c and d."

12771

which I passed on to the Dominion Line.

On the same subject I received the following letters:

3) From Norddeutscher Lloyd: October 30th:

"We have taken due note of the Dominion Line's letter to you of 26th instant from which we regret to note that the Dominion Line in spite of their enormous shortage—being almost

12772 *Petitioner's Exhibit 1451*

40% behind their share—and notwithstanding the fact that their rate is still 30 shillings above the minimum stipulated in § 2 of the commentary to article 11, have refused to reduce their rate by 20 shillings unless compensation be paid to them by the A. C. Lines for the difference between their present and the reduced rate. We trust that, after further consideration, the Dominion Line will agree that their attitude is not in accordance with article 11 Agreement A. A. and that some drastic measure is necessary to reduce their shortage
12773 to a reasonable figure at least.

"As to our own position, we beg to observe that our shortage is less than 4% of our share so it cannot be compared in any way with that of the Dominion Line. In spite of this, however, we have advised you on October 27th that we had reduced our westbound rates all round by 10 Marks with the only exception of our New York express service. We shall be glad to hear that the Dominion Line have followed our example."

4) From Hamburg-America Line October 31st:

12774 "Against the standpoint which the Dominion Line adopts we are to our regret compelled to protest. In view of its present pool-standing, the Dominion Line is not making any concessions in reducing their rates, but is bound by pool-agreement to do so, without any compensation. Article 11 provides that each party is in duty bound to adopt measures calculated to bring about a correct adjustment. No. 39 of the weekly statistics shows that Dominion Line fell behindhand more and more from week to week till on October 23rd it reached

Petitioner's Exhibit 1451

12775

the lowest shortage of 6576. Consequently the measures taken by the Dominion Line to bring about an adjustment, had been without effect for ten months. By the attitude hitherto adopted by the Dominion Line, not only the desired adjustment, has not been brought about until now, but also many passengers who, if a reduction had been made in due time, would have been secured for the Dominion Line have fallen into the hands of the North West Transport Line and have consequently been lost for the Atlantic Conference. A reduction to only £ 6—./— would today no longer suffice to get the Dominion Line out of their minus by the end of the year. To achieve this the Dominion Line will have in our opinion to reduce to at least £ 5—/—. In order to come to a decision in this matter we propose by virtue of article 11, Paragraph b, the Dominion Line should reduce its rate immediately. In case of refusal we move the taking of votes in accordance with Commentary to Article 11, Paragraph c and d."

12776

Respectfully,

12777

12778 **Petitioner's Exhibit 1343.**

G. No. 638.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 3rd, 1909.

To the Parties:

Appointment S. S. Russia against N. W. T. L.
(G. No. 636.)

The Russian American Line write under date of
12779 October 30th:

(Translation) "According to a telegram received from Newyork it seems, that the Small Committee is willing to compensate also the difference in the Libau rate and that the Russia is asked for as fighting steamer against the N. W. T. L. Under the circumstances we wired you:

"'Agree Russia fighting steamer against Compensation basis $30 Rotterdam $37 Libau other conditions as per Byelaw 22. Please cable Newyork accordingly.'"

12780 "which we confirm:"

On the subject of the Nordd. Lloyd communicate that they and other Lines must object against any compensation on basis of $37 to Libau which according to their inference from G. No. 636 the Russian American Line expected. I wired the Russian American Line this objection.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 5/11 1909 Acknl'd 1909 Answered 1909

Petitioner's Exhibit 1452. 12781

G. No. 639.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 4th, 1909.

To the Parties:

Net rates. (G. 631.)

12782

The Holland America Line write:

> "*G. 519.* The opinion of the Lines on the subject being apparently too wide apart to afford a reasonable chance of coming to an understanding by correspondence, we beg to suggest that the matter be placed on the docket of the next meeting."

If the Lines are agreeable I shall put the subject on the Agenda of the next meeting.

Respectfully,

12783

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 6th Nov. 1909 Ansd.

12784 **Petitioner's Exhibit 1453.**

G. No. 640.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 8th, 1909.

To the Parties:

North West Transport Line (G. No. 635).

12785

The Red Star Line report 289 passengers for the North West Transport Line which passed Antwerp on their way to Rotterdam from Octbr. 29th, till Nov. 6th; 19 of them were from P. Staehli, Basle, 4 from Jerone Krakau, the others were transited by the Universal Reisebureau, Vienna.

Respectfully,

12786

Defendants' Exhibit 181. 12787

G. No. 641.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 8th, 1909.

To the Parties:

North West Transport Line. (G. No. 640.)

Westbound.

12788

The Parties are informed that

S. S. "Volturno" sailed October 30th from Rotterdam to Canada & U. S. A. with 614 (613) steeragers which were composed as follows:

	to U. S. A.	to Canada	total
From Russia	318	20	338
" Austria (mostly all from Galicia)	134	1	135
" England	1	81	82
" Hungary	45	1	46
" Italy	—	7	7
" Germany	3	—	3
" Holland	1	—	1
" Roumania	1	—	1
	503	110	613

12789

Eastbound.

S. S. "Uranium" which left New York on 25th October landed her passengers, about 170, in the usual way at Hoek van Holland on 4th instant.

Respectfully,

12790 **Petitioner's Exhibit 1454.**

G. No. 642.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1909.

To the Parties:

North West Transport Line. (G. No. 638.)

Under date of 3rd instant the Russian American Line write:

12791 (Translation.)

"We thank you for your telegram:

"'G. 636 Compensation Russia Basis $37 Libau is objected to Lines cannot go beyond compensation according Byelaw 22,' the latter part of which is not quite comprehensible for in the case of the Birma one has compensated us the Libau rate on basis of $37.

"We regret therefore not to be able to place the Russia at the disposal of the Small Committee."

On receipt I wired the Russian America Line:

12792 "If not already done suggest not to withdraw Russia; inquire whether parties accept compensation basis action Small Committee"

of which I informed the parties by the following telegram:

"G. 638 Compensation Libau not being granted Rusameriko withdraw Russia latter sailing morrow I asked Rusasiatic not to withdraw Russia pending enquiry whether Lines will accept settlement basis action taken by Small Committee do you agree?"

Defendants' Exhibit 182

12793

In reply all Lines agreed except Hapag and Lloyd, from which no replies were received.

As the Russia was appointed to sail on 5th instant, I was not able to eventually detain the Russia America Line from withdrawing the Russia.

Respectfully.

Defendants' Exhibit 182.

G. No. 643.

12794

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1909.

To the Parties:

Payments for October.

According to Form 30 No. 10 I beg to request the Parties to make the following payments for October:

Allan Line to Continental Lines	£ 2141
Allan Line to Dominion Line	" 219
Allan Line to Cunard Line	" 971
Allan Line to Canadian Pacific Ry. Co.	" 984
Anchor Line to Dominion Line	" 379
American Line to Continental Lines	" 11689
White Star Line to Cunard Line	" 6788
Donaldson Line to Dominion Line	" 24.

12795

Respectfully,

(Stamped): North Atlantic Passenger Conference Received 11/11—1909 Acknl'd 1909 Answered 1909.

12796 **Defendants' Exhibit 183.**

G. No. 644.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 10th, 1909.

To the Parties:

Change in II. class rates. (G. No. 602.)

The Russian American Line advanced on 9th inst.
12797 their second class B rate westbound from Rbl. 102 to Rbl. 110.

Respectfully,

Defendants' Exhibit 184.

G. No. 645.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
12798 "Secretair," Jena.

Jena, November 10th, 1909.

To the Parties:

North West Transport Line. (G. No. 642.)

I received information that the "Napolitan Prince" left New York on 6th instant with about 150 passengers at the rate of $25 less $3 commission, besides one or two dollars extra; the opposition steamer was the St. Paul, which obtained 391 passengers; the Continental rate was $24 less $2.

Respectfully,

Petitioner's Exhibit 1455. 12799

G. No. 646.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 11th, 1909.

To the Parties:

Proposed II. class Pool. (G. 492.) 12800

The White Star Line request me to circulate the attached correspondence between themselves and the Norddeutscher Lloyd in regard to the proposed Second Class Pool, which will be put on the Agenda for discussion at the A. C. Meeting on the 25th instant.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 13 Nov., 1909. Ansd.

12801

12802 **Petitioner's Exhibit 1456.**

Annex to G. No. 646. 11/11/1909.

21st Oct., 1909.

Messrs. The Norddeutscher Lloyd.

Dear Sirs:

We are obliged for your favor of the 17th inst., and note your views with regard to a Second class Pool, and that you are asking Mr. Peters to place this subject on the Agenda for the next Conference.

The difficulty, of course as usual in arriving at a
12803 Pool will be to agree upon a percentage basis that is satisfactory to all. For our part we have to consider our Southampton service which has only been established since the middle of 1907 and also our Canadian service: the "Laurentic" and "Megantic" having commenced running in the White Star Dominion Canadian service this year.

Assuming that a satisfactory basis can be arrived at for fixing the percentages we think a pool might be worked somewhat on the Lines as per attached memorandum. This of course is a very rough outline, but we shall be interested to hear how it appeals to you.

We are quite of your opinion that a general advance of at least 20/—all around should be made in the Sec-
12804 ond Class rate. We think a Pool would secure a larger increase, but we hope that the advance of at least 20/—may be agreed, if a pool is found impossible.

Petitioner's Exhibit 1456

12805

Memorandum re Second class pool.

The lowest Second class Agreement rate is £8.

The lowest First class Agreement rate is £12. 10. 0 by the same steamer giving a difference of £4. 10. 0. In the higher rated steamers this difference is greater, until in the fastest German boats and the "Lusitania" and "Mauretania" the difference is as much as £13. 10. 0. It is proposed to fix the Second Class Pool rate as £9 or not less than £3 above the Third class rate by the same steamer whichever is highest.

The carryings to be regulated by the Lines in the plus advancing rates, but no Line need go higher than within £2 of its First class Agreement rate by the same ship. The compensation rate to be £7 per soul.

12806

The First class rate as fixed by Agreement, but if there is no Agreement must be at least £3, above the Second class rate by the same ship.

12807

12808 **Petitioner's Exhibit 1457.**

Annex to G. No. 646. 11/11/1909.

Copy of letter from Norddeutscher Lloyd.

Bremen, 28th Oct., 1909.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We are in receipt of your favor of 21st instant re 2nd class Pool and note what you say with regard to
12809 the difficulty to arrive at an understanding regarding percentages. This difficulty is obvious but we think if all Lines bear in mind the past advantages offered by such an agreement, it should not be impossible to come to an understanding on this essential point.

We have carefully looked into the few clauses drawn up in the special memorandum attached to your letter and with reference to same beg to point out the following.

You say that the lowest Second class rate should be fixed at £9 or not less than £3 above the Third class rate by the same steamer whichever is highest. We think that it is quite immaterial what rates are fixed to begin with. We would suggest to start with the
12810 present schedule raised all around by a pound or two, rates to be adjusted in future according to the position of the Line in the Pool. It would, in our opinion, not be feasible to stipulate certain minimum differentials between Third and Second class rates, as a Line may be in excess in the Third class pool and at the same time be short in the Second class pool, and if a certain differential must be maintained, it would be extremely difficult if not impossible for such Line to adjust its position in either Pool without coming into conflict with the above or other stipulations.

Petitioner's Exhibit 1457

12811

As regards First class, you say that no Line being in excess in the Second class pool need go higher than within £2 of its first class agreement rate by the same ship, and further that if there is no First class agreement the first class rate must be at least £3 above the Second class rate by the same ship. In our opinion neither £2 nor £3 would be a sufficient differential between first and Second class and besides this a stipulation which would compel a Line to follow any fluctuation of its Second class rates by a corresponding alteration of its first class rates would be extremely onerous. On the other hand, a second class pool could be worked quite satisfactorily in connection with a first class rate agreement, provided the rates under such agreement are fixed high enough to prevent the diversion of second class traffic into First class.

12812

As to the compensation rate £7 seems to be an adequate figure.

Yours faithfully,

(Signed.) NORDDEUTSCHER LLOYD.

12813

12814 **Petitioner's Exhibit 1458.**

Annex to G. No. 646. 11/11, 1909.

October 30th, 1909.

Messrs. The Norddeutscher Lloyd,
Bremen.

Dear Sirs:

We are much obliged for your favor of the 28th inst., with regard to the proposed second class pool, and have read your remarks with very much interest.

12815 There is no doubt a great deal in the points you make in criticising the rough outline of a Pool which we sent you and while we still think there should be some provision in any second class Pool agreement that may be formed to prevent the third and second class rates overlapping and also the second and first class rates, we are not by any means wedded to our draft proposals, which however, would form a basis for discussion.

It might be well to circulate our letter and your reply before the A. C. meeting on the 25th November, as we think a Pool agreement is more likely to go through if the other Lines have an opportunity of thinking it over before the meeting.

Kindly however, favor us with your view.

12816 Yours faithfully,
(Signed.) ISMAY, IMRIE & CO.

Petitioner's Exhibit 1459.

12817

Annex to G. No. 646. 11/11, 1909.

Bremen, November 1st, 1909.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Dear Sirs:

We are in receipt of your favour of the 30th ult. re formation of a second class pool, contents of which had our best attention. We have certainly no objeciton to your circulating, through Mr. Peters, the correspondence passed between us on this subject, and remain,

12818

Yours very truly,
(Signed.) NORDDEUTSCHER LLOYD.

Petitioner's Exhibit 1460.

G. No. 646 continued Jena 12/11, 1909.

Bremen, October 17th, 1909.

Messrs. Ismay, Imrie & Co.,
Liverpool.

Gentlemen:

We beg to acknowledge receipt of your favor of 14th instant. According to our views the most desirable solution to overcome the present difficulties would be a 2nd class pool based upon the carryings of the Lines during the last five years or, should the Lines not be agreeable to this, a general advance of the 2nd class rate of at least 20 shillings should be agreed upon.

12819

We shall write to Mr. Peters today, requesting him to place the 2nd class question on the Agenda of next Conference.

Yours faithfully,
NORDDEUTSCHER LLOYD,
(Signed.) V. Helmolt.

12820 **Defendants' Exhibit 185.**

G. No. 647.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 12th, 1909.

To the Parties:

Payments to the Russian East Asiatic S. S. Co.

12821 According to Form 35, No. 10 the Parties will please make the following payments to the Russian East Asiatic S. S. Co. at Libau for October.

Continental Lines	£	759.
Allan Lines	"	71.
Anchor Line	"	61.
American Line	"	134.
Dominion Line	"	30.
White Star Line	"	233.
Cunard Line	"	237.
Canadian Pacific Ry. Co.	"	63.
12822	£	1588.

Respectfully,

(Stamped): North Atlantic Passenger Conference Received 15/11—1909 Acknl'd ... 1909 Answered ... 1909.

Defendants' Exhibit 186. 12823

G. No. 648.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 12th, 1909.

To the Parties:

I herewith beg to enclose the Agenda for the next meeting which will be held on the 25th instant in London, Savoy Hotel at 10 A. M. 12824

Respectfully,

12826

12826 **Petitioner's Exhibit 1461.**

G. No. 649.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 12th 1909.

To the Parties:

Net rates. (G. 639.)

12827 The Hamburg America Line write:

"We cannot consider satisfactorily the explanation transmitted by Mr. Smyth that the British Lines are not unanimous in regard to withdrawing from quoting net rates for Continental business. As already emphasized at the time Clause 14 of Agreement A. A. and also Clause 5 of Agreement Z prescribe the quoting of gross rates unless exceptions may be admitted for special considerations as foreseen in Byelaw 18, subject to previous assent of all Lines.

12828 "In case the quoting of net rates has not been discontinued in the meantime, we request you to place the matter on the Agenda of the next Meeting."

The subject is on the Agenda.

Respectfully,

Petitioner's Exhibit 1462. 12829

G. No. 650.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 12th, 1909.

To the Parties:

North West Transport Line. (G. No. 642.) 12830

The Russian American Line write:
(Translation.)

"*Fighting steamers.* Your telegram:

"' If not already done suggest not to withdraw Russia; inquire whether parties accept compensation basis action Small Committee.'

is not quite clear to us, for since we authorized our Newyork agents to keep the steamer at the disposal of the Small Committee against compensation on basis of $30 Rotterdam and $37 Libau, we have done nothing further in 12831
the matter. We understand however that the Russia was not appointed fighting steamer.

"Our principal objection against Byelaw 22 is the possibility that eventually we might be forced to accept $25 net to Libau, since we are of the opinion that this longer voyage necessitates a higher rate than to the Continent. However without committing ourselves as to Byelaw 22 we are prepared under certain circumstances to place our steamers at the disposal of the Conference against compensation which will

12832 *Petitioner's Exhibit 1462*

have to be closer fixed. We learn today from New York that the S. S. 'Estonia' is desired as fighting steamer for the 20th instant and we hereby declare ourselves prepared, if the other Lines will not agree to a compensation for Libau, to accept the usual compensation on basis of $30 to Rotterdam what you will please communicate New York. We are at a loss to understand, why we shall not be compensated for Libau, for it is yet clear that eventual Libau passengers prefer the competing steamer, if our Libau rate is higher; and on the other hand
12833 we cannot reduce our Libau rate without being compensated.

"We expect to hear further from you."

In accordance with the above I telegraphed yesterday to Newyork that the "Estonia" may be selected as opposition steamer if desired.

As to the compensation for the eventual reduction of the Libau rate the parties will please communicate their views.

Respectfully,

12834

Defendants' Exhibit 187. 12835

G. No. 651.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 13th, 1909.

To the Parties:

A. C. Meeting. (G. No. 648.) 12836

I shall be obliged if the Lines will please let me know the names of the gentlemen by whom they will be represented at the coming meeting.

Respectfully,

12837

12838 **Defendants' Exhibit 188.**

G. No. 652.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 15th, 1909.

To the Parties:

Compensation S. S. "Graf Waldersee" October 8th (G. 624.) G. 618.

12839 The Hamburg-Amerika Linie send me the following bill for their steamer "Graf Waldersee" October 8th which was appointed as fighting steamer against S. S. "Volturno."

"Graf Waldersee, October 8th from New York

340/1	33/2	17/0	passengers at fighting rate	$22		
			regular rate	" 35		
	356 1/2		compensation rate	" 8	$2852	
9/1	"		passengers at fighting rate	$24		
			regular rate	" 35		
	9		compensation rate	" 6	$ 54	
12840					$2906	

S. E. & O."

The $2906 are distributed over the percentages as per G. No. 593. The Lines will please make the following remittances to the Hamburg-Amerika Linie:

(Stamped): North Atlantic Passenger Conference Received 17-11-1909. Acknl'd 1909. Answered 1909.

Petitioner's Exhibit 1344. 12841

G. No. 653.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 15th, 1909.

To the Parties:

A. C. Meeting (G. No. 651.) 12842

The White Star Line write:

"*A. C. Meeting, 25th instant.*

"Please put on the Agenda for this meeting the question of the third class rates for next year, our idea being that it may be possible to arrange to commence the year with an all-round increase of say, 10/."

The Red Star Line desire the question of an advance of the second class rates to be put on the Agenda.

Respectfully,

12843

12844 **Petitioner's Exhibit 1345.**

G. No. 654.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 16th, 1909.

To the Parties:

A. C. Meeting Agenda. (G. 653.)

The Hamburg America Line desire as a further point to be put on the Agenda of the meeting, "the
12845 question of White Star Line's granting free passage between Newyork, Philadelphia and Boston to II class passengers."

Respectfully,

Petitioner's Exhibit 1463.

G. No. 655.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

12846 Jena, November 18th, 1909.

To the Parties:

Payments to the Russian East-Asiatic S. S. Co. (G. No. 647.)

In circular letter G. No. 647 I instructed the Parties to send their payments to the Russian East Asiatic S. S. Co. at Libau. As the Russian Line request not to send the amounts to them the Parties will please direct their payments to this office.

Respectfully,

Defendants' Exhibit 189. 12847

G. No. 656.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 18th, 1909.

To the Parties:

Change in rates. 12848

The Russian East Asiatic S. S. Co. inform me of their following changes in prepaid rates:
From November 15th to December 31st

Steerage	$48.	plus head tax
2nd Cabin B	"62.	
" A	"68.	

Respectfully,

12849

12850 **Petitioner's Exhibit 1464.**

G. No. 657.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 18th, 1909.

To the Parties:

12851 *North West Transport-Line. (G. No. 650.)*

Since the departure of S. S. "Volturno" which left Rotterdam on October 30th with 614 steeragers, the Red Star Line reported 466 steeragers which passed Antwerp since that date up to the date of the departure of S. S. "Uranium" which left Rotterdam, as already reported on 14th instant with 35 cabin passengers and 780 steeragers of which 265 for Halifax, thus 324 passengers came by other routes but Antwerp.

As the Red Star Line reported 91 steeragers for the N. W. T. L. which passed Antwerp on the 15th, hence already quite a number of steeragers are waiting for the next sailing.

12852

Respectfully,

Petitioner's Exhibit 1465. 12853

G. No. 658.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 18th, 1909.

To the Parties:

Proposed II class Pool. (G. No. 646) 12854

The Anchor Line write:

"G. No. 646. Proposed 2nd class pool.

"We have perused the correspondence that has taken place between the N. G. Lloyd & White Star Companies. We consider that the difficulties that will arise in endeavoring to give each Company the percentage it considers it is entitled to, will be found to be very great.

"For ourselves we are not in any way desirous of a pool. The second class business we obtain is largely local and may be classed as special. And adding the proposed 20/— to present fares would divert as to the Third class grade of accommodation. 12855

"We will however be glad to discuss the whole proposition at the meeting you now call for 25th Nov."

Attached I beg to hand a statisic of second class passengers carried this year from January 1st till September 30th, which were thought well to be at hand if they should be desired.

Respectfully,

12856 *Petitioner's Exhibit 1465*

Annex to G. No. 658.

Statistics of westbound II. class and intermediate passengers (souls) January 1st—September 30th 1909.

	Lines	Souls	%
	Hapag, fast	617	0.42
	Hapag, ordin.	12877	8.85
	Nasm	9067	6.23
	Lloyd, fast	6445	4.43
	Lloyd, ordin.	10134	6.96
	Lloyd, Balto	2114	1.45
	Lloyd, Galveston	411	0.28
12857	Red Star L. Newyork	7857	5.40
	Red Star L., Boston-Phila.	992	0.68
	Transat, Newyork	10507	7.22
	Transat, Bordeaux	76	0.05
	Allan, Canada	13063	8.97
	Allan, Boston	1954	1.34
	Allan, State	—	—
	Allan, London-Havre	1203	0.83
	Anchor Line	9105	6.26
	Cunard Line, L'pool	12420	8.53
	Cunard Line, Boston	4760	3.27
	American L., S'hampton	5245	3.60
	American L., L'pool	2381	1.64
12858	Dominion Line	4897	3.37
	White Star L'pool	7633	5.24
	White Star, S'hampton	5981	4.11
	White Star, Boston	—	—
	Can. Pac. Ry, L'pool	9480	6.51
	Can. Pac. Ry., Antwerp	38	0.03
	Donaldson Line	1794	1.23
	Scand. American Line	2260	1.55
	Russ. Eastasiatic	380	0.26
	Cunard, Triest & Fiume	1284	0.88
	Austro Triest	596	0.41
		145571	100.00

Petitioner's Exhibit 1465 12859

Statistic of eastbound II class & intermediate passengers (souls) January 1st—September 30th 1909.

Lines	Souls	%	
Hapag. fast	534	0.71	
Hapag. ordin.	8241	10.90	
Nasm	3633	4.80	
Lloyd, fast	4349	5.75	
Lloyd, ordin.	4545	6.01	
Lloyd, Balto	1340	1.77	
Lloyd, Galveston	395	0.52	
Red Star L., New York	3266	4.32	
Red Star L., Boston-Phila.	780	1.03	12860
Transat. Newyork	4714	6.23	
Transat. Bordeaux	45	0.06	
Allan, Canada	4042	5.35	
Allan, Boston	664	0.88	
Allan, State	—	—	
Allan, London-Havre	729	0.97	
Anchor Line	4190	5.54	
Cunard Line, L'pool	9195	12.16	
Cunard Line, Boston	2452	3.24	
American Line, S'hampt	2621	3.47	
American Line, L'pool	1960	2.59	
Dominion Line	2361	3.12	
White Star L., L'pool	5212	6.89	12861
White Star L., S'hampton	3209	4.24	
White Star L., Boston	—	—	
Cana. Pac. Ry., L'pool	4268	5.64	
Cana. Pac. Ry., Antwerp	133	0.18	
Donaldson Line	536	0.71	
Scand. American L.	1492	1.97	
Russ. Eastasiatic	161	0.21	
Cunard L. Triest & Fiume	229	0.30	
Austro. Triest	332	0.44	
	75628	100.00	

12862 **Petitioner's Exhibit 1346.**

G. No. 659.

ATLANTIC CONFERENCE.

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1909.

To the Parties:

Immco allotment in Atlantic Conference (G. No. 35)

Mr. Ismay under date of 16th instant writes:

12863 *"I. M. M. Co. Allotment in Atlantic Conference.*

"Referring to my letter of April 2nd. 1908, giving you the division, for the time being, among the associated Companies of the I. M. M. Co's allotment, please note that from the 1st of January next the Westbound percentages will be as follows:

American Line	6.22
Dominion Line	4.01
White Star Line	9.52
	19.75

12864

"Kindly advise the other Lines. I do not propose to make any change in the Eastbound allotment."

Respectfully,

(Stamped): North Atlantic Passenger Conference. Recd. 22/11, 1909 Acknl'd 1909 Answered 1909.

Defendants' Exhibit 190. 12865

G. No. 660.

ATLANTIC CONFERENCE.

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1909.

To the Parties:

Eastbound Statistics 1908.

12866

In the eastbound statistics of first class passengers of the Anchor Line there is a misprint in No. 36 of form 26, the result of which is, that the final number of first class passengers of the Anchor Line is not 2145 as stated in No. 41 but 2045 and the Total of first class passengers eastbound by all Lines is 63834 instead of 63934. Will the parties please make the necessary correction in their copies of the statistics for 1908.

Respectfully,

12867

12868 **Defendants' Exhibit 191.**

G. No. 661.

ATLANTIC CONFERENCE.

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1909.

To the Parties:

Net rates (G. 649)

The Anchor Line write:

"G. 649. Nett rates.

12869 "We do not consider that any convincing argument has been brought forward against the quoting of nett rates say at Basle. We shall be glad to have the question considered at the meeting of 25th November."

Respectfully,

Petitioner's Exhibit 1466.

G. No. 662.

ATLANTIC CONFERENCE.

12870 Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November, 1909.

To the Parties:

A. C. Meeting.

Enclosed I beg to hand the supplement to the Agenda of the Meeting on the 25th instant.

Respectfully,

Petitioner's Exhibit 1467.

12871

Supplement to Agenda of A. C. Meeting, London, November 25th, 1909.

(20) Allround increase for 1910 of IIIrd class rates by 10 sh. (White Star Line) G. 653.

(21) Advance of II class rates (Red Star Line) G. 653.

(22) Competition N. W. T. L. compensation to Rusamerica Line. (G. 650).

(23) White Star Line's granting free passage between Newyork, Philadelphia and Boston to second class passengers. (Hapag) G. 654.

12872

(24) Proposed cabin rates S.S. "Lurentic" and "Carpathia" when in Newyork service.

(25) Circulating of A. C. Statistics and Transat.

Jena, November 20th, 1909.

12873

12874 **Defendants' Exhibit 192.**

G. No. 663.

ATLANTIC CONFERENCE.

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 23rd, 1909

To the Parties:

North West Transport Line. (G. No. 657.)

Westbound:

12875 The 780 steeragers, which S.S. "Uranium" embarked at Rotterdam on November 13th, were composed as follows:

	to U. S. A.	to Canada	Total
from Russia	398	19	417
" Austria	151	17	168
" England	—	124	124
" Hungary	39	—	39
" Roumania	5	4	9
" Germany	7	—	7
" Switzerland	5	—	5
12876 " Italy	2	2	4
" Holland	4	—	4
" Belgium	1	—	1
" France	1	—	1
" Bulgaria	1	—	1
	614	166	780

As the Red Star Line reported for the above sailing 466 steeragers and 124 came from England thus 190 steeragers reached Rotterdam by routes of which I have received no communication.

Defendants' Exhibit 192

12877

Eastbound:

S.S. "Napolitan Prince" left New York November 6th with about 150 steeragers at a rate of $25 less $3 commission besides $1 to $2 extra commission. Her opposition steamer was S.S. "St. Paul" which left New York on the same date and had on board amongst other passengers according to a report I received from New York, 383 Continentals at a fighting rate of $24 commission $2, besides 8 Continentals at a rate of $31 commission $2.

S.S. "Volturno" sailed from New York 23rd instant with 151 steeragers (estimated) against opposition steamer "Estonia" which got 257. 12878

Respectfully,

P. S. According to information which Nasm received S. S. "Volturno" got 10 cabin passengers, 165 steeragers.

12879

12880 **Defendants' Exhibit 193.**

G. No. 664.

ATLANTIC CONFERENCE.

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 24th, 1909.

To the Parties:

Westbound Statistics 1908.

I received the following letter from Mr. Smyth:

12881 "*First Class Numbers Westbound, your return No. 41.* Further to my letter of the 12th instant, regarding a discrepancy in the Anchor Line Eastbound first class statistics in your return No. 41, (G. No. 660, Peters), as opportunity has offered I have been checking my statistics with yours and regret to find that the first class numbers of the S.S. "Cymric" 1st August, in addition to being included in list sent you on the 12th October, 1908, viz., list of British Lines' First Class carryings up to first week in August, 1908, was returned by White Star Line in week 8th-15th August, and thus her first class numbers have been included
12882 twice. Also the Allan S.S. 'Carthaginian' 8th August, through being returned by the Allan Line on the week 1st-7th August, was omitted from the list of first class numbers sent you on the 12th October. This means an additional 50 first class passengers for the Allan Line, while 115 should be deducted from White Star."

The final number of first class passengers for the White Star Line in No. 41 of Form 25 & 27 therefore should read 14667 instead of 14782 and for the Allan Line, Canadian service in Form 27, 4045 in-

Defendants' Exhibit 194. 12883

stead of 3995. Will the Parties please make the necessary corrections in their copies of the statistics. The summary of first class passengers from March 1st to August 7th is contained in No. 32 of Form 25 & 27 from where the error originates.

Respectfully,

Defendants' Exhibit 194.

G. No. 665.

ATLANTIC CONFERENCE.

12884

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 24th, 1909.

To the Parties:

North West Transport Line (G. No. 663)

The Red Star Line report 102 steeragers for the North West Transport Line which passed Antwerp from 16th to 19th instant on the way to Rotterdam. In G. No. 657 were reported 91 steeragers on 15th instant; thus not less than 193 steeragers passed Antwerp for the N. W. T. L. in the short time of 5 days. Reports for 8 days, up to the sailing date of S.S. "Napolitan Prince," November 27th, are still outstanding. 12885

Respectfully,

P. S. I just received notice from the Holland America Line that S.S. "Napolitan Prince," which left New York on 6th instant, arrived at Rotterdam on the 22nd and landed 170 passengers.

The steamer suffered storm damage and therefore could not proceed on her voyage to Hamburg. It is said, that she will have to go into the dock and therefore will not be able to sail from Hamburg and Rotterdam according to the sailing list.

12886 **Petitioner's Exhibit 1347.**

G. No. 666.

ATLANTIC CONFERENCE.

Secretary's office
Telegraph Address:
"Secretair," Jena.

Jena, November 29th 1909.

To the Parties:

12887 Enclosed I beg to send copies of the minutes of the meeting at London on 25th instant; printed copies will follow:

Respectfully,
H. PETERS,
Mgr.

(Stamped): North Atlantic Passenger Conference.
Received 1/12 1909 Acknl'd 1909
Answered 1909

12888

Petitioner's Exhibit 1347 12889

Conference Meeting of November 25th, 1909, in London, Savoy Hotel.

Present for:

Allan Line:

Mr. Hugh. A. Allan
" W. Mc. K. Rodan
" W. H. Thompson

American Line:

Mr. P. E. Curry

Anchor Line: 12890

Mr. A. C. F. Henderson
" John Aitchinson

Canadian Pacific:

Mr. Geo. Mc. L. Brown
" H. S. Carmichael

Cunard Line:

Mr. A. A. Booth
" T. Royden
" A. D. Mearns
" S. J. Lister
" Whatmough 12891

Donaldson Line:

Mr. C. Donaldson
" M. Clark

Hamburg-Amerika Linie:

General Director Ballin
Director Ad. Storm
Mr. Barnbrock
" J. P. Meyer
Dr. Murken
Mr. Neumann
" Heller

12892 *Petitioner's Exhibit 1347*

Holland-Amerika Linie:

Mr. O.v. Reuchlin
" P. von der Graaf

I. M. M. Co.:

Mr. J. Bruce Ismay
" Harold Sanderson
" Cauty

Norddeutscher Lloyd:

Director Heineken
Director v. Helmolt
12893 Mr. v. Plettenberg
" Seyde

Red Star Line:

Mr. G. Weingärtner
" G. Strasser

White Star Line:

Mr. Sanderson
" Cauty
" Swain

On invitation: Cie. Gle. Transatlantique:

12894 Director Dal Piaz
Mr. Sagot

On invitation: Austro-Americana:

Mr. O. Cosulich

Secretary of the British Lines:

Mr. E. S. Smyth.

Chairman: Mr. Booth.

125. Commission on infants. In amendment of Agreement V. Art. 13 b 1 & 2 and Agreement W.

Petitioner's Exhibit 1347

12895

Art. 11 b 2 the commission westbound and eastbound on infants rates as per byclaw 106 has been fixed at 5% maximum. The commission on third class infants is one shilling or its equivalent. (Agreed May 17th, 09.)

126. Passengers free from the Pool. Passengers landing or embarking at Gibraltar, the Azores or Madeira by steamers of the direct Mediterranean Lines need not be accounted for under Agreement A.A. Non-Italian and Non-Orienal passengers from or to Genoa, Naples or any other Mediterranean port must be accounted for. (G. 580, 9/10/09.)

12896

(1) The Allan Line's claim of refund of the compensation charged to them for steeragers by their steamers from and to New Foundland to be referred to Mr. Wilding as sole arbitrator. His decision to apply to the whole period of the present Agreement.

(2) The Secretary to lay before the next Meeting a synopsis of those minutes for the past which in his opinion ought to be considered as bye-laws forming part of the contract, and the meeting then to decide whether they agree. In future such byelaws are to be pointed out by asterics and confirmed at the subsequent meeting.

12897

(3) Withdrawn.

(4) A proposal of the continental Lines to be at Liberty to reduce their rates even though plus-parties is not unanimously agreed. Continental Lines may submit for consideration at the next meeting a proposal for regulating continental rates.

(5) Agreed in principle that under the Agreement the rates must be gross rates, but under present exceptional circumstances it was considered unwise to change the present practice.

12898 *Petitioner's Exhibit 1347*

(6) Withdrawn.

(7-8) Withdrawn.

(9) The limit imposed upon Donaldson Line in clause 5, Appendix 3, to Agreement Z is withdrawn. They are to be allowed with a view to entering the eastbound Pool, to fix their Eastbound steerage rates for 1910 for British and Scandinavian business in accordance with the schedule in force among the British Lines. Their Continental Eastbound rates for 1910 to be fixed from time to time by the other British Lines after having been submitted to and approved by
12899 the Continental Lines.

(10) With regard to infants rates no change to be made in present practice.

(11) The question of the disqualification of agents to be considered by a small committee consisting of Messrs. Cauty, Aitchison, Lister, Rodan, Storm, van der Graaf, v. Plettenberg and Weingaertner.

(12) Agreement with Scandinavian American Line. Agreed by all Lines that this question be reopened and that a special committee be appointed consisting of Messrs. Aitchison, Cauty and Lister, to confer with the Allan and C. P. R. Lines, and thereafter with
12900 the Scandinavian American Line on the matter. The special committee is fully empowered to negotiate an agreement on the best terms obtainable.

(13) The consideration of changes in Agreement H 2 referred to a small committee in which each Line concerned is to be represented.

(14) The question if the Holland-America Line are entitled to pay French Lemon & Co., Florence, a commission of 7 1/2% on first class business to be referred to Mr. Wilding as sole arbitrator.

 12901

(15) The Lines parties to Appendix 2, Agreement V, agree to advertise the first class full summer schedule eastbound for U. S. Lines as from May 1st to July 31st. The intermediate first class schedule to be advertised in accordance with minute 96 with the exception that the second period of the eastbound intermediate season will run from 1st to 15th August. It was understood that the Compagnie Gen: Transat: would follow the same procedure.

(16) Withdrawn.

(17) In case of chartering any ships for cruise business the charter to contain a clause obliging charterers or cruise agents to comply with Agreement V or any other Agreements which the Lines themselves would be bound by if doing the business direct. 12902

(19) Withdrawn.

(22) The Russian American Line are allowed for eastbound Libau passengers on fighting steamers compensation for the difference between the regular and reduced net rate, but limited to $12.

(23) Withdrawn.

(24) The rate of steam ship "Laurentic" while in the Newyork trade is left to Mr. Wilding for arbitration. The Cunard Line acccept minimum rate of £16 for Carpathia in the Liverpool New York service. 12903

(25) All Lines agree to Atlantic Conference Lines Statistics and circulars being sent to Cie. Gle. Transatlantique on condition that the statistics between the N. D. L. V. and Transat are sent in future to the B. L.

(18, 19, 20) All Lines agreed to make a general advance of 10/- in Second Cabin minimum rates, the

12004 *Petitioner's Exhibit 1347*

lowest rated steamers from Havre of the Allan and Compagnie Generale Transatlantique excepted. This Agreement on the part of the Canadian Pacific Railway (S.S. Lines) was conditional on a 5/- advance being made in Third Class Rates, except for their open Steerage, etc. This condition could not be accepted, the C. P. R. were asked to reconsider the matter in the hope that they might be willing to make the proposed advance in Second Cabin business, either with no change in Third Class Rates or with a uniform advance of 5/- on all Third Class Rates. Further consideration of the whole matter was referred
12905 to the British Conference who will communicate with the Continental Lines.

Allan Line
Signed Hugh A. Allan
Anchor Line
Signed A. C. F. Henderson
Canadian Pacific Atlantic S.S. Line
Signed Geo. M. C. L. Brown
Cunard Line
Signed A. A. Booth
Donaldson Line
Signed Chas. Donaldson
Hamburg-Amerika Linie
12906 Signed Ad. Storm
Holland-Amerika Linie
Signed Reuchlin
I. M. M. Co.
Signed J. Bruce Ismay
Norddeutscher Lloyd
Signed Heineken
Red Star Line
Signed Geo. Weingärtner
Transat (only for cabine's agreement)
Signed Dal Piaz
Austro (as far as interested)
Signed Cosulich.

Petitioner's Exhibit 1347 12907

The subcommittee appointed by the General Meeting to-day recommends the following:

Considering the unanimous wish of the British Lines to have removed the disqualification of Onishcavich the Continental Lines agreed to it on the condition that he does not send his passengers through the Universal Reisebureau, Vienna.

Continental Lines will reconsider if it would be practicable and in the interest of business to reinstate disqualified agents who in the mean time may have turned over business to competing outside lines. 12908

signed: PLETTENBERG
" G. WEINGARTNER
" P. VAN DER GRAFF
" S. J. LISTER
" C. SWAIN
" JOHN AITCHISON
" W. McK. RODAN
" AD. STORM

Memo of Sub-Committee

H. 2 Agreement. This Agreement was discussed. 12909
Noted that it is the intention that passengers booking 1st or 2nd class from America outward by one Line & return by another, before making the outward voyage are to have the benefit of this Agreement as regards their return ticket. The New York representatives to discuss this question with the view to arranging the simplest method of covering the point.

signed: AD. STORM.

12910 **Petitioner's Exhibit 1468.**

G. No. 667.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 30th, 1909.

To the Parties:

The list of representatives of the last meeting not being made out correctly I herewith beg to enclose a new list of representatives, which the parties will
12911 please substitute to the one sent yesterday.

Respectfully,

Conference Meeting of November 25th, 1909. in London, Savoy Hotel.

Present for:

Allan Line:
Mr. Hugh A. Allan
" W. Mc. K. Rodan
" F. S. Thompson

American Line:
Mr. P. E. Curry

12912 Anchor Line:
Mr. A. C. F. Henderson
" John Aitchison

Canadian Pacific:
Mr. Geo. Mc. L. Brown
" H. S. Carmichael

Cunard Line:
Mr. A. A. Booth
" T. Royden
" A. D. Mearns
" S. J. Lister
" P. W. Whatmough

Petitioner's Exhibit 1468

Donaldson Line:
Mr. Chas. Donaldson
" M. Clark
Hamburg-Amerika Linie:
General-Director Ballin
Director Ad. Storm
Mr. C. Barnbrock
" J. P. Meyer
Dr. Murken
" Neumann
" Heller
Holland-Amerika Linie:
Director O. v. Reuchlin
Mr. P. van der Graaf
I. M. M. Co.:
Mr. J. Bruce Ismay
" Harold A. Sanderson
" A. B. Couty
Norddeutscher Lloyd:
Director Heineken
Director v. Helmolt
Mr. v. Plettenberg
" G. Seyde
Red Star Line:
Mr. G. Weingärtner
" G. Strasser
White Star Line:
Mr. Harold A. Sanderson
" A. B. Cauty
" T. C. Swain
On invitation: Cie Gle Transatlantique:
Director Dal Piaz
Mr. R. Sagot
On invitation: Austro-Americana:
Mr. O. Cosulich
Secretary of the British Lines:
Mr. E. S. Smyth

12913

12914

12915

12916 **Petitioner's Exhibit 1470.**

G. No. 668.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 3rd, 1909.

To the Parties:

Blue Star Line.

12917 The Hamburg American Line inform me of the following cable they received from New York:

> "Blue Star Line Compagnie Franco Nord Americaine advertise regular sailings New York Bordeaux calling Azores steamers 'Notre Dame' 'Le Lourdes' and 'Jeanne d'Arc' first cabin Bordeaux Lisbon Azores forty-five dollars Italy 'fifty' steerage twenty-seven thirty thirty-two special issue five hundred round trip tickets Bordeaux fifty dollars Paris sixty Newyork Agents CorsiZumsteg & Co. we consider enterprise swindle."

12918 If any of the parties is in the position to communicate anything more on the enterprise such information will be appreciated.

Respectfully,

Defendants' Exhibit 195. 12919

G. No. 669.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 4th, 1909.

To the Parties:

North West Transport Line. (G. No. 665) 12920

The Holland-America Line report that the North West Transport Line have appointed S. S. "Sicilian Prince" as an extra steamer for December 4th, for which they expect about 450 steeragers.

The Red Star Line report 702 steeragers which passed Antwerp on the way to Rotterdam from November 15th to 27th. The Parties are informed that S. S. "Napolitan Prince" left Rotterdam on 27th November with 789 steeragers of which 267 for Halifax.

Respectfully,

12921

12922 **Petitioner's Exhibit 1471.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 4th, 1909.

Cunard Line
White Star Line
Hamburg Amerika Linie
Norddeutscher Lloyd

12923

Extension of byelaw 106 to Med. Business.
(Septr. 24th, 1909.)

As no objection has been raised among the parties to Agreement X to have byelaw 106 as far as the first class business is concerned, extended to the Mediterranean business I got this resolution printed and enclosed beg to hand copies of it.

Respectfully,

12924

Petitioner's Exhibit 1472. 12925

G. No. 670.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 4th, 1909.

To the Parties:

Minutes Meeting November 25th. (G. No. 657) 12926

By the same mail I beg to send printed copies of the minutes of the last meeting. Referring to the typewritten copies sent with G. 666, I regret to say a clerical error has occurred on page 4; I therefore beg to request to destroy the sheet and to substitute it by the enclosed one.

Respectfully,

12927

12928 *Petitioner's Exhibit 1472*

18, 20, 21

All Lines agreed to make a general advance of 10/- in Second Cabin minimum rates, the lowest rated steamers from Havre of the Allan and Compagnie Generale Transatlantique excepted. This Agreement on the part of the Canadian Pacific Railway (S. S. Lines) was conditional on a 5/- advance being made in Third Class Rates, except for their open Steerage. As this condition could not be accepted the C. P. R. were asked to reconsider the matter in the hope that they might be willing to make the proposed advance in Second Cabin business, either with no change in Third
12929 Class Rates or with a uniform advance of 5/- on all Third Class Rates. Further consideration of the whole matter was referred to the British Conference who will communicate with the Continental Lines.

Allan Line	Signed	Hugh A. Allan
Anchor Line	"	A. C. F. Henderson
Canadian Pacific Atlantic S. S. Lines	"	Geo. Mc. L. Brown
Cunard Line	"	A. A. Booth
Donaldson Line	"	Chas. Donaldson
Hamburg-Amerika Linie	"	Ad. Storm
Holland-Amerika Linie	"	Reuchlin
I. M. M. Co.	"	J. Bruce Ismay
12930 Norddeutscher Lloyd	"	Heineken
Red Star Line	"	Geo. Weingärtner
Transat (only for cabine's agreement)	"	Dal Piaz
Austro (as far as interested)	"	Cosulich

Petitioner's Exhibit 1474. 12931

G. No. 671.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 6th, 1909.

To the Parties:

The Cunard Line mention that in the Minutes of the last meeting no reference is made to the sympathetic expressions of Mr. Heineken in regard to the loss sustained by the Conference through the deaths of Mr. William Watson and Mr. Tattet. 12932

I am very sorry that at the meeting it has been omitted, but after the Minutes had been signed I could not make alterations or additions. All what I can do under the circumstances, is to take it on record here.

Respectfully,

12933

12934 **Petitioner's Exhibit 1475.**

G. No. 672.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 6th, 1909.

To the Parties:

Blue Star Line. (G. No. 668)

With regard to said enterprise the Holland America Line send me two circulars, one in English and the
12935 other in French of practically the same tenor of which I beg to promulgate the one in English language which reads as hereunder.

Respectfully,

BLUE STAR LINE
COMPAGNIE FRANCO-NORD AMERICAINE

de Navigazion à Vapeur

New York:	Bordeaux:
67 Pearl Street	1, Cours du Chapeau-Rouge

12936 The Compagnie Franco-Nord Americaine will from February 5th, 1910, establish a direct service between New York and Bordeaux.

With the scope of introducing the Company to the travelling Public 500 tickets at $50 each will be issued through the Company's general agents, Corsi, Zumsteg & Co., 67 Pearl Street, New York City, entitling the passenger to one 1st class passage to Bordeaux and return. A fee of $10 will be charged to passengers desiring Railroad tickets in 2nd class from Bordeaux to Paris and return.

Petitioner's Exhibit 1475 12937

A special agent of the Company will deliver to the passenger the Railroad tickets to Paris and return, immediately upon the arrival of the steamer. Other tickets at reduced rates can be procured to any interior point in France upon application at the Company's offices.

The steamers are fast and of modern construction. Special attention will be given to insure perfect comfort to passengers. The Cuisine in charge of French chefs, will give entire satisfaction. Selected wines are served at every meal.

The sailings will take place from Atlantic Docks, Brooklyn (10 minutes from South Ferry) as follows: 12938

Saturday,	February 5th, 1910,	Steamer	"Notre Dame De Lourdes"
"	March 19th, 1910,	"	" " " " "
"	April 23rd, 1910,	"	" " " " "
"	May 14th, 1910,	"	Jeanne D'Arc
"	June 4th, 1910,	"	Notre Dame De Lourdes
"	June 25th, 1910,	"	Jeanne D'Arc
"	July 16th, 1910,	"	Notre Dame De Lourdes
"	August 6th, 1910,	"	Jeanne D'Arc
"	Aug. 27th, 1910,	"	Notre Dame De Lourdes

From Bordeaux the initial steamer will sail February 16th, 1910, and every Saturday following the arrival of the steamer. 12939

The travelling Public desirous of taking advantage of these reduced rates, are requested to secure passage at once, as 500 tickets only are issued and the regular passage will have to be paid upon termination of the sale of the reduced rate tickets.

Any passenger that is for some reason unable to sail on the days given above can make application to the Company for the immediate refund of the amount paid.

12940 *Petitioner's Exhibit 4176*

The tickets are valid for two years from February 1st, 1910, no time being fixed for the passage to Europe or return.

For acquisition of accommodations and further information, please apply to

Corsi, Zumsteg & Company,
General Agents, 67 Pearl Street,
New York City.

It is stated that the Company has been established with a capital of 1 Million Francs.

12941 ———————.

Petitioner's Exhibit 1476.

G. No. 673.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 7th, 1909.

12942 To the Parties:

Final Statistices for 1908.

In the Eastbound Statistics Form 26 No. 41 the correction of Canadian Pacific's passengers under Column "Byelaws 3, 11 a & b" is printed as + 44 but this should read + 74. The total number of those passengers for the C. P. R. therefore should read 658. Will the Parties please make this correction in their copies.

Respectfully,

Defendants' Exhibit 196. 12943

G. No. 674.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 7th, 1909.

To the Parties:

Payments for November. (G. No. 643) 12944

According to the Summary of Monthly Adjustment-Statements and Account Current Form 30, No. 11 I beg to request the Parties to make the following payments for November:

Allan Line	to	Continental Lines	£ 5388.—.—	
" "	"	Donaldson Line	" 84.—.—	
American Line	"	Cunard Line	"11036.—.—	
" "	"	Dominion Line	" 346.—.—	
" "	"	Donaldson Line	" 20.—.—	
White Star Line	"	Anchor Line	" 2943.—.—	
" " "	"	Dominion Line	" 510.—.—	
Canadian Pacific Ry. Co.	"	Donaldson Line	" 116.—.—	12945

Respectfully,

H. PETERS.

(Stamped): North Atlantic, Passenger Conference. Received 9/12 1909. Acknl'd 1909. Answered 1909.

12946 **Petitioner's Exhibit 1477.**

G. No. 675.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 7th, 1909.

To the Parties:

12947 *North West Transport Line. (G. No. 669)*

I informed the parties that according to news which I received the "Uranium" left Newyork on the 4th instant with 335 steeragers besides she had 20 cabin passengers and 39 deported passengers. The net rate for the "Uranium" was $19; as opposition steamer was appointed the "Lituania" of the Russian American Line with a rate of $24. less $2 commission; she got only 280 steeragers.

Respectfully,

12948

Defendants' Exhibit 197. 12949

G. No. 676.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1909.

To the Parties:

Payments to and from the Russian East Asiatic S. S. Co.

In accordance with Monthly Adjustment-Statements & Account Current Form 35, No. 11 I beg 12950
to request the Parties to make the following payments:

Russian East Asiatic S.S. Co.	to	N. D. L. V. Lines	£1021.—.—
Allan Line	"	Russian East Asiatic S.S. Co.	" 9.—.—
Russian East Asiatic S.S. Co.	"	Anchor Line	" 49.—.—
" " " "	"	American Line	" 92.—.—
" " " "	"	Dominion Line	" 81.—.—
" " " "	"	White Star Line	" 100.—.—
" " " "	"	Cunard Line	" 202.—.—
Canadian Pacific Ry. Co.	"	Russian East Asiatic S.S. Co.	" 20.—.—

To avoid to and fro payments the Parties will please make the payments as follows: 12951

Russian East Asiatic S.S. Co.	to	N. D. L. V. Lines	£1021.—.—
Allan Line	"	Anchor Line	" 9.—.—
Russian East Asiatic S.S. Co.	"	" "	" 20.—.—
" " " "	"	American Line	" 92.—.—
" " " "	"	Dominion Line	" 81.—.—
" " " "	"	White Star Line	" 100.—.—
" " " "	"	Cunard Line	" 202.—.—
Canadian Pacific Ry. Co.	"	Anchor Line	" 20.—.—

Respectfully,

(Stamped): North Atlantic, Passenger Conference. Received 10/12 1909. Ackl'd 1909. Answered 1909.

12952 **Defendants' Exhibit 198.**

G. No. 677.

ATLANTIC CONFERENCE

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 11th, 1909.

To the Parties:

North West Transport Line. (G. No. 675)

12953

Referring to G. No. 637 A the Cie. Gle. Transatlantique send me copie of a letter from the North West Transport Line to one of their Austrian agents, which contains the following passage (translated):

"My Line offers many advantages not to be underestimated. Passengers are never left behind. As the steamers only take third class passengers and no arrangements exist for Cabin the whole vessel's space is for the benefit of the 3rd cl. passengers. Therefore the steamers can take a large number of passengers. This week an extra steamer leaves; then other departures are on the 11th & 24th. In spring two new fast steamers will be put into commission, which will cross from Rotterdam to Halifax in 7 days. On a fare of Kr. 170 Basel-New York including headtax I can allow you Kr. 30 commission, on the tickets 5% (? American R. R. tickets).

12954

"I would be pleased to hear from you whether we can do business together. You may be assured that I would serve you and your passengers strictly prompt and reliable

Defendants' Exhibit 198

and the connections would be agreeable and remunerative."

As in this letter mention is made of two fast steamers I add a report of the Liverpool correspondent of the Shipping Gazette:

"Confirmation is cabled from Ottawa of the report published some time ago in the Shipping Gazette that the Canadian Northern Railway Company will next spring inaugurate their own line of steamers from this country to Quebec. It is stated in the Ottawa message that Liverpool will be the port of departure on this side, but I am informed that this question is not yet officially settled, although Liverpool seems the most probable choice. In addition to the steamers Cairo and Heliopolis, the Canadian Northern Railway Company have acquired the Volturno, at present engaged in the Hamburg and New York trade, so that they will have three large Atlantic Liners to commence their service with."

Respectfully,

12955

12956

12957

12958 **Defendants' Exhibit 199.**

G. No. 678.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 13th, 1909.

To the Parties:

12959 *Arbitration Allan Line New Foundland passengers.*
(G. 633)

The Allan Line have sent me their statement of the case for Mr. Wilding; as according to the information I received from Mr. Wilding with regard to the proceedings a statement also of the other parties is required, I beg to request the parties for proposals which party is to be entrusted with drawing up this statement.

Respectfully,

12960

Defendants' Exhibit 199a. 12961

G. No. 679.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 13th, 1909.

To the Parties:

North West Transport Line. (G. No. 677)

Of the 793 steeragers which S.S. "Napolitan Prince" embarked at Rotterdam for Halifax & New York were 12962

	to New York	to Canada	Total
from Russia	345	30	375
" Austria	212	8	220
" England	3	124	127
" Hungary	45	—	45
" Bulgaria	7	6	13
" Roumania	6	—	6
" Germany	3	—	3
" France	2	—	2
" Turkey	1	—	1
" Italy	—	—	1
	624	168	793

12963

and of S.S. "Sicilian Prince" which embarked on December 6th at Rotterdam 407 steeragers were

	to New York	to Canada	Total
from Russia	282	4	286
" Austria	47	3	50
" Hungary	17	—	17
" England	7	43	50
" Italy	1	3	4
	354	53	407

Respectfully,

12964 **Petitioner's Exhibit 1478.**

G. No. 680.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 17th, 1909.

To the Parties:

Blue Star Line. (G. 672)

12965

With reference to the above subject I beg to promulgate the following information, the White Star Line received from their Southampton Office;

> "Referring to Mr. Peters' circular letters G. No. 668 of the 3rd and G. No. 672 of the 6th December respecting a statement that the Compagnie Franco-Nord Americaine was arranging to establish a direct service between New York and Bordeaux, under the title of the Blue Star Line, we have made enquiries from our Bordeaux representatives and find that nothing whatever is known of the intended
>
> 12966
>
> Company in that city, but that they will advise us if they hear anything of such a service being arranged for."

Respectfully,

Petitioner's Exhibit 1479. 12967

G. No. 681.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 17th, 1909.

To the Parties:

Norway-Mexico Gulf Line Passenger Service. 12968

I have before me a letter from the agents of the above Line, Messrs. Fowler & Mc Vilie, Galveston in which they cater for passengers from Galveston to Christiania by the steamers "Texas" & "Noruega," the former to sail from Galveston about December 20th and the latter about a month later with short stops at New Orleans & Norfolk en route. The duration of the voyage from Galveston to Christiania is said to be usually 30 days. Passengers are booked at

$75 First Class
"60 Second "
"45 Third "

12969

Respectfully,

12970 **Petitioner's Exhibit 1480.**

G. No. 682.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 20th, 1909.

To the Parties:

North West Transpor[illegible]ine. (*G. 675*)

12971

The "Uranium" which left New York on the 4th instant arrived at Hoek van Holland on the 17th inst where she disembarked about 350 passengers.

Respectfully,

12972

Defendants' Exhibit 200. 12973

G. No. 683.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 20th, 1909.

To the Parties:

Arbitration Allan Line Newfoundland Passenger.
(G. 678)

12974

On the part of British Lines it is suggested that the Anchor Line might perhaps consent to make up a statement for submission to the Arbitrator on behalf of the British Lines and that at the same time perhaps one of the Continental Lines would do so as well for the N. D. L. V. Lines.

It is thought that the matter may be considered from different points of view on the part of British Lines and of Continental Lines. I await to hear from the Anchor Line and the Continental Lines whether they will draw up the statements. The lines which make these statements would, I suppose, also make the reply to the statement of the Allan Line.

12975

In order that the Lines may know in which way the Arbitration proceedings are going on I repeat here, what Mr. Wilding has written me in this respect.

1. That the parties in difference each render a statement of their case to the Arbitrator.

2. That copies of these statements be sent to all the parties in difference.

3. That the Arbitrator fixes a time within which any comments on these statements may be sent to him by any of the parties in difference.

12976 *Petitioner's Exhibit 1481*

4. That copies of these comments be not circulated, if they contain statements of fact which differ from each other the Arbitrator will call for further explanations but if they are merely comments or arguments the Arbitrator will consider them as addressed to him and not to the parties in difference.

Respectfully,

Petitioner's Exhibit 1481.

12977 *G. No. 684.*

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 20th, 1909.

To the Parties:

Blue Star Line. (G. No. 672)

12978 With reference to circular letter G. No. 668 the Cie. Gle. Transatlantique inform me of their opinion that according to informations they received from New York and Bordeaux, it is not to be feared that the new enterprise must be regarded as a very serious one.

Respectfully,

Defendants' Exhibit 200a. 12979

G. No. 685.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 21st, 1909.

To the Parties:

Blue Star Line. (G. 684.)

With reference to the above enterprise I beg to promulgate still the following handbill: 12980

BLUE STAR LINE

COMPAGNIE FRANCO—NORD AMÉRICAINE

de Navigation à Vapeur

FAST EXPRESS SERVICE	Cut of steamer	NEW YORK LIBSON (Azores) BORDEAUX

General Agency for United States and Canada
67 Pearl Street, New York 12981
Special Issue of 500 Round Trip Tickets

To Bordeaux	To Paris
$50	$60
and Return	And Return

First Class Cabin
Good for two Years

N. B. This special issue is made for the purpose of advertising the Company, and after the 500 tickets are sold the regular rates as given below go into effect.

12982 *Defendants' Exhibit 200a*

SAILINGS FROM NEW YORK.

Saturday, February 5th, 1910	Steamer Notre Dame De Lourdes
Saturday, March 19th, 1910	Steamer Notre Dame De Lourdes
Saturday, April 23rd, 1910	Steamer Notre Dame De Lourdes
Saturday, May 14th, 1910	Steamer Jeanne D'Arc
Saturday, June 4th, 1910	Steamer Notre Dame De Lourdes
Saturday, June 25th, 1910	Steamer Jeanne D'Arc
Saturday, July 16th, 1910	Steamer Notre Dame De Lourdes
Saturday, August 6th, 1910	Steamer Jeanne D'Arc
Saturday, August 27th, 1910	Steamer Notre Dame De Lourdes

12983

Regular Rates from New York

	Bordeaux	Lisbon, Azores	Italy
First Class	$45	$45	$50
Third Class	$27	$30	$32

Round Trip Tickets 10 per cent off the regular rate. Infants under 1 year free.

Children from 1 to 12 years, half ticket

For tickets and full information apply to

Corsi, Zumsteg & Co., General Agents, 67 Pearl St., New York,

12984 or any authorized Sub Agent.

Petitioner's Exhibit 1482. 12985

G. No. 686.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, December 21st, 1909.

To the Parties:

North West Transport Line. (G. 682.) 12986

The "Napolitan Prince" left New York on the 18th instant with 195 (180) steeragers at a net rate of about $19. As opposition steamer the "Neckar" was appointed which left with 568 steeragers at $24 less $2.

Respectfully,

12987

12988 **Defendants' Exhibit 201.**

G. No. 687.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, December 22nd, 1909.

To the Parties:

12989 *Final Statistics for 1908.*

Payments from the Russian East-Asiatic S. S. Co.

According to Form 35, No. 5 for 1908 I beg to request the Russian East Asiatic S. S. Co to make the following payments:

to Continental Lines	£ 8.
" American Line	" 2.
" White Star Line	" 3.
" Cunard Line	" 2.
" Canadian Pacific Ry. Co.	" 1

Respectfully,

12990

(Stamped): North Atlantic Passenger Conference. Received 24/12 1909 Acknl'd 1909 Answered 1909.

Petitioner's Exhibit 1483. 12991

G. No. 688.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address
"Secretair," Jena.

Jena, December 22nd, 1909.

To the Parties:

Blue Star Line. (G. 685.) 12992

The Canadian Pacific R. R. Co. write:

"With reference to your Circular G. 672 of 6th inst., giving particulars of two circulars purporting to advertise a new service between New York and Bordeaux under the title 'The Blue Star Line.' On receipt the matter was taken up with our representatives in Bordeaux, with a view to ascertaining what truth there was in the rumor, and they advise, in reply that they fail to find any trace of the intention for the steamers named to call at Bordeaux, and their opinion is that most certainly if they did call, one or two voyages would end their existence. 12993

"They promise to advise if anything further in this connection comes under their notice."

Respectfully,

12994 **Petitioner's Exhibit 1484.**

G. No. 689.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 22nd, 1909.

To the Parties:

North West Transport Line. (G. No. 686.)

12995 Enclosed is copy of a circular of the North West Transport Line. Lloyd inform me that opposition steamer against "Sicilian Prince" 24th December is their S. S. "Zieten."

Following copy of a letter may be of interest:

THE NORTH WEST TRANSPORT LINE

17-19 Broadway,

12996 Vesely & Co.,
General Passenger Agents.

New York, December 10, 1909.

Mr. Lawson Sandford, Secretary,
Continental S. S. Conference,
17 State Street,
New York.

Dear Sir:

Referring to the call of our Mr. Fourman on you yesterday, we beg to confirm that we consider it as

Petitioner's Exhibit 1484

12997

our right for the Conference Lines to issue a circular, cancelling Rule 8 of the agents' agreement. Also that the lines inform the Railway Companies that commission may be paid to us.

We are perfectly candid in saying to you now that we had already written to the President of the United States, complaining about the boycott by the Steamship Lines against us and have his reply that the matter will be taken up.

We now beg to inform you that unless our request is complied with we shall in due time submit all the evidence in our possession when called upon to do so by the authorities in Washington.

12998

We also propose to take steps to sue the Railway Companies under the Law for three times the commissions that have been so far withheld from us through the machinations of the Steamship Conferences.

We shall await until the end of next week for your definite reply to above and remain

Yours very truly,

(signed) VESELY & CO.

Respectfully,

12999

13000 *Petitioner's Exhibit 1484*

Annex to G. 689. 22/12/09.

THE NORTH WEST TRANSPORT LINE

Regular Passenger Service

to and from

ROTTERDAM

New York, November 27, 1909.

We beg to call your attention to the sailings of the
13001 steamers:

"Napolitan Prince" Saturday, December 18th At Noon.
"Sicilian Prince" Friday, December 24th At Noon.
"Volturno" Friday December 31st At Noon.

From New York to Rotterdam

STEERAGE RATES

To Rotterdam $25.

To Hamburg, $28.00:	To Antwerp, $26.00
To Bremen, $27.00:	To Libau, $33.00

13002 Commission $3.00

Children, between 1 and 12 years, half fare, infants $2.00
First Cabin to Rotterdam, $45.00

Commission $4.00

You may book passengers through at the following rates:

Petitioner's Exhibit 1484 13003

Agram	$ 8.40	Frankfurt a. M.	$ 2.10
Alexandrowo	5.30	Galszecs	7.95
Basel	4.00	Graz	7.45
Belgrad	10.40	Hannover	1.80
Berlin	3.00	Heidelberg	2.60
Bozen	7.65	Hermannstadt	9.65
Brody	8.10	Illowo	5.65
Budapest	7.55	Innsbruck	6.55
Bukarest	10.35	Inowrazlaw	4.85
Cöln	1.10	Insterburg	6.35
Czernowitz	8.75	Jaslo	6.90
Debreczin	9.00	Jassy	10.15
Dresden	3.65	Karlstadt	8.40
Düsseldorf	.95	Kaschau	7.55
Eberies	7.55	Klausenburg	9.20
Eydtkuhnen	6.65	Königsberg in Pr.	5.95
Fiume	8.40	Kowno	7.25

13004

Krakau	$ 5.95	Saratow	$12.30
Kronstadt	9.20	Schaffhausen	4.80
Laibach	8.50	Smolensk	9.50
Leipzig	3.05	Strassb. *i. E.*	3.40
Lemberg	7.65	Stuhlweissbg.	8.05
Miskolcz	7.55	Stuttegart	3.50
München	5.30	Tarnow	6.35
Munkacs	8.55	Tarnopol	8.25
Oderberg	5.60	Temesvar	9.15
Odessa	11.30	Thorn	4.95
Ostrowo	4.90	Tilsit	6.60
Oswieczim	5.70	Triest	9.35
Paris	4.30	Trient	8.00
Podwoloczyska	8.45	Ungvar	8.35
Posen	4.30	Vienna	6.00
Prag	4.60	Warschau	6.45
Rogasen	4.55	Wilna	8.00

13005

13006 *Petitioner's Exhibit 1484*

NORTH WEST TRANSPORT LINE,
Vesely & Co., Gen'l Passenger Agents,
17-19 Broadway, New York.

J. V. Zinner & Co.,
Gen'l Western Pass. Agents,
71 E. Washington St.,
Chicago, Ill.

These Sailing Dates will be strictly adhered to, and in the event of accident to any of the steamers, other steamers now being fitted will be substituted. It is also contemplated to increase the sailings to a weekly
13007 Service in the immediate future, when new steamers under construction, and now being fitted, are completed.

13008

Petitioner's Exhibit 1485. 13009

G. No. 690.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 27th, 1909.

To the Parties:

North West Transport Line. (G. 689.) 18010

Of the 632 steeragers with which S. S. "Volturno" sailed on December 15th from Rotterdam were:

	to U. S. A.	to Canada	total	
from Russia	297	34	331	
" Austria	159	—	159	
" Hungary	36	—	36	
" England	—	63	63	
" Turkey	3	24	27	
" Bulgaria	8	—	8	
" Roumania	5	—	5	
" Servia	3	—	3	
	511	121	632	13011

Respectfully,

13012 **Petitioner's Exhibit 1486.**

G. No. 691.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 28th, 1909.

To the Parties:

North West Transport Line. (G. No. 689.)

I received information that the "Sicilian Prince" left New York on 24th instant with 73 steerage pass-
13013 engers which were booked at a rate of about $19 net. The opposition steamer "Zieten" got 256 steeragers at $24—less $2.

Respectfully,

Defendants' Exhibit 202.

G. No. 692.

ATLANTIC CONFERENCE.

Secretary's Office
13014 Telegraph Address:
"Secretair," Jena.

January 3rd, 1910.

To the Parties:

In Form 35, No. 5 (Final Account Current with the Russian East Asiatic S. S. Co. for 1908) I beg to request the Parties to alter the words under the first double line "The Atlantic Conference have" into "The Russian East Asiatic S. S. Co. have." The Account itself stands as it is.

Respectfully,

Petitioner's Exhibit 1487. 13015

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 3rd, 1910.

To the Parties:

Secretary's Salary.

The salary for the 2nd half year 1909 is £ 1000.
I have further to debit the Lines with the amount of " 12. 16. 5.
for which I had given them credit as the share of the Scandinavian American Line as per circular letter of July 5th, 1909, but which amount I refunded that Line, when I was informed that the Agreement had not been completed. 13016

£ 1012. 16. 5.

The Lines having to contribute equal shares I shall be obliged for remittance:

Allan Line	£ 84. 8.
American Line	" 84. 8.
Anchor Line	" 84. 8.
Canadian Pacific S. S. Lines	" 84. 8. 13017
Cunard Line	" 84. 8.
Dominion Line	" 84. 8.
Hamburg-Amerika Linie	" 84. 8.
Holland-Amerika Linie	" 84. 8.
Norddeutscher Lloyd	" 84. 8.
Red Star Line	" 84. 8.
Russian American Line	" 84. 8.
White Star Line	" 84. 8.

£1012. 16.

Respectfully,

H. PETERS.

13018 **Petitioner's Exhibit 1488.**

G. No. 693.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 3rd, 1910.

To the Parties:

13019 *Arbitration Allan Line New Foundland passengers.*
(G. 683.)

Enclosed I beg to hand statements of the case of the Allan Line and the Anchor Line; the latter inform me that their statement will go likewise on behalf of the other B. L. On the part of the Continental Lines the opinion is expressed that as their position does not materially differ from the British Lines' position a separate statement might not be necessary for them. Mr. Wilding informs me that he will allow 14 days for any counterstatements that may be desired, that is to say he proposes to mail his award fourteen days from today. In conformity herewith I beg to request
13020 the parties to let me have their counterstatements in due time. I take it that the Anchor Line will prepare the reply for the B. L.

Respectfully,

Petitioner's Exhibit 1489.

13021

24 Bothwell Street,
Glasgow, 9th December, 1909.

Henry Wilding, Esq.,
The Moorings, Bassett,
Southampton.

Dear Sir:

At a Meeting of the North Atlantic Passenger Conference Lines held in London on the 25th of November, 1909, the following Minute was passed:

> "The Allan Line's claim of refund of the compensation charged them for Steeragers by their steamers from and to Newfoundland to be referred to Mr. Wilding as sole arbitrator. His decision to apply to the whole period of the present Agreement."

13022

We accordingly beg to submit the following:

The Allan Line are parties to Agreement A. A., under which they pool *all* Eastbound Steerage Passengers they carry by their *Canadian* and *United States* Services. Under the same Agreement they pool all Westbound Steerage Passengers conveyed by their *United States* Services only. For their *Canadian* Services the Allan Line are not parties to this Agreement Westbound, but under Agreement Z they pool the Westbound *Continental* Steerage Passengers carried by such *Canadian* Services.

13023

Article 1, Agreement A. A. defines the passengers to be pooled as consisting of

> "the entire Steerage traffic forwarded by the parties to this Contract from all European ports to and via the United States of America and *Canada* and *vice versa*, etc."

The Island of Newfoundland is not covered by this Clause, being as you know, a British Crown Colony

13024 *Petitioner's Exhibit 1489*

entirely independent of Canada, and, of course, forming no part of the United States of America. Consequently passengers to and from Newfoundland do not come within the scope of this Article of the Agreement, and are therefore not entitled to be included in the pool.

This position was recognized at the Meeting of the North Atlantic Passenger Conference Lines held at Paris on the 25th of March, 1909, when it was distinctly agreed that Article 1, Agreement A. A. did *not* cover Newfoundland passengers; and consequently that fishermen to St. Pierre, Newfoundland, were not
13025 to be pooled. The Minute of the Meeting on that subject reads as follows:

> "*Passengers to St. Pierre, Newfoundland.* It is confirmed that passengers by direct steamers to St. Pierre, Newfoundland, do not come under the Agreements Z and A. A."

The reason why the port of St. Pierre happened to be inserted, was simply that the question had arisen in connection with the conveyance of fishermen to be landed at St. Pierre: to any other port of Newfoundland the decision must have been the same.

The Allan Line is the only Line which has a Pass-
13026 enger Service to and from the Island of Newfoundland, and it was never intended to include in the Pool any traffic but that which was common to all the Lines, and was consequently in competition.

We therefore claim that the Allan Line was not entitled to pool the One Hundred and Fifty Three (153) Steerage passengers carried by it from Newfoundland during 1908, and the two (2) Continental Westbound Steerage passengers carried from Liverpool to Newfoundland in 1908, (and inadvertently included in our Pool returns), or any passengers we may carry to or from Newfoundland during the currency of the present Agreements.

Petitioner's Exhibit 1490

13027

We assume that you have copies of the Agreements A. A. and Z at your command; if not, we will be pleased to forward same on hearing from you.

Yours truly,
ALLAN BROS. & CO, U. K. Limited,
per J. Smith Park,
Director.

Petitioner's Exhibit 1490.

ATLANTIC CONFERENCE.

13028

Glasgow, 23 Dec., 1909.

Arbitration.

Claim made by Allan Line, as per Minute 127 London Meeting, 25th November, 1909.

Minute 127. Passengers to St. Pierre, New Foundland (see Minute 111). The Allan Line claim of refund of the Compensation charged to them for Steeragers by their steamers from, and to, New Foundland to be referred to Mr. Wilding as sole arbitrator. His decision to apply to the whole period of the present agreement.

13029

Minute 111 (Paris Meeting 25th March, 1909), reads "Passengers to St. Pierre, New Foundland. It is confirmed that passengers by Direct steamers to St. Pierre, New Foundland do not come under the Agreement Z and AA.

Reason for Minute 111.

The Compagnie Generale Transatlantique stated at the Paris Meeting 25th March, 1909, that they had for many years conveyed some hundreds of French fishermen at a special low rate, on special steamer

13030 from Bordeaux direct to St. Pierre in New Foundland. This carriage they did largely as a concession to Government and that the men were conveyed at so low a rate that there was no profit jn it. The traffic being special and going Direct to St. Pierre offered no competition to any other interest. Minute gave leave for any Line to offer for the business. These fishermen were not to be compensated for when going direct to St. Pierre.

On March 30th, 1909 the Allan Line made a claim for refund of all compensation monies they had paid for steeragers from or to the Island of New Found-
13031 land on the ground that the Minute 111 "had agreed that New Foundland passengers are not poolable under Agreement Z and AA."

Further on the Allan Line contend that New Foundland "is an Island Colony with separate Government, not included in the Dominion of Canada, and as the scope of Agreements AA and Z is expressly limited by the first Article in each agreement to passengers to and via the United States of America and Canada and *vice versa*, we think it is obvious that New Foundland business does not come under these Agreements, and therefore is not poolable."

(Allans letter to Secretary Peters.)

13032 The Anchor Line now makes Statement contesting the claim of Allan Line.

Minute 111 does not in any way indicate New Foundland business is not poolable. It simply refers to a Special class of traffic going to a special Port and to no other on the Island. Allans contention cannot be upheld by the wording of the Minute.

We agree that New Foundland is a Crown Colony and with a Government of its own, but this is a political feature and has nothing to do with its position in all Atlantic Rate questions.

Petitioner's Exhibit 1490

13033

Newfoundland is fully included and provided for by Agreements Z and AA and is covered by the words "Canada" or "Canadian" wherever these terms appear in Agreements or Appendixes, or Bye-Laws, attached to the Agreements.

It is perfectly true that the word Newfoundland does not appear, but this Island has never had any special treatment accorded to it. Rates ruling for Canada or from Canada have always included Newfoundland, and the Canadian Lines have never mentioned it separately.

Article 1 of both Agreements covers the Entire Steerage Traffic, and therefore must embrace New Foundland. 13034

The Article excepts Orientals &c., but no claim was made to except New Foundland.

Article 10. Appendix 2 of AA. Agreement provides for possible competition, and the Article embraces the Whole of the North Atlantic Steerage Business. This shows Agreements covered all services, all ports.

Appendix 11, Agreement Z gives Allan Line a percentage of 1.85 of the Westbound Continental Steerage Traffic, and clause 2 states "This percentage is to be calculated on the total Westbound steerage Continental traffic carried by the Allan Line" and does not except New Foundland. 13035

The Allan Line percentages under the Agreements of Westbound and Eastbound business are based on the actual carryings of the Line during 1906, 7 and all their services were included as well as their passengers to or from New Foundland.

The Allan Line included their New Foundland carryings in their Weekly Statistics from the start of the Agreements and continued to do so until they wrote Secretary on 30th March last giving notice that they would no longer include New Foundland bookings &c. This position the Anchor Line protested against at the time.

13036 *Petitioner's Exhibit 1490*

The Allan Line advertisements all include New-Foundland as a part of their Canadian service and we send copies of advertisements headed "Allan Line to Canada" in which rates to St. John, N. F. are mentioned in same manner as rates to Halifax N. S.

The Anchor Line leave their statement with the Arbitrator and ask him to decide that the claim of the Allan Line as per Minute 127 of London Meeting 25th November, 1909, has no standing and must be rejected, that the Island of New Foundland is included in the word "Canada," or "Canadian Service" when mentioned in the agreements, and that the Allan Line
13037 include in their pool returns for compensation all New Foundland Steeragers, Westbound and Eastbound and must now do so for the period during which they had ceased making the return, and continue doing this until the expiry of the Agreements.

This statement is submitted to the Arbitrator as the case for the British Lines, and against the claim made by the Allan Line in pursuance of Atlantic Conference Minute No. 127.

ANCHOR LINE (HENDERSON BROTHERS),
LIMITED,

signed John Aitchison.

13038

Defendants' Exhibit 203. 13039

G. No. 694.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 4th, 1909.

To the Parties:

North West Transport Line. (G. No. 691.) 13040

S. S. "Uranium" left Rotterdam for Canada & New York on December 28th with 15 cabin passengers, 707 steeragers of which 202 for Halifax. S. S. "Volturno" left New York for Rotterdam January 1st with 80 steeragers.

S. S. "Napolitan Prince" which left New York on December 18th for Hamburg landed at Hoek van Holland December 30th about 190 passengers of which were 30 deported.

13041

Petitioner's Exhibit 1491.

13042

G. No. 695.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 5th 1910.

To the Parties:

13043 *North West Transport Line. (G. No. 694.)*

As advised the "Volturno" left New York on 1st instant with 80 passengers; as opposition steamers had been selected the "Princess Irene" which obtained 281 passengers and as the Volturno had been postponed, also the "Russia" which got 221 passengers.

Respectfully,

Hapag communicate yet the following cable from New York:

13044 "Volturno hence January first about seventy steerage including six deported, netrate about nineteen, Princess Irene December thirtieth three hundred twelve, rate twenty-four less two, Russia January first two hundred twenty-one, rate twenty-one less two."

Petitioner's Exhibit 1492. 13045

G. No. 696.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 7th, 1910.

To the Parties:

Thomson Line to Canada. 13046

The White Star Line send me copy of a letter from their London city office, dated January 4th, 1910, which reads:

> "It has come to our knowledge that the Thomson Line, which in the past has had more or less regular sailings from London to Portland and (in the season) to Montreal, have now fitted up their steamer "Cairnrona" for passengers, and she is sailing from London about Saturday the 8th inst., for Portland.
>
> "As far as we can ascertain they are quoting rates of £8.8.— for Cabin and £5-2-6 for 13047
> Steerage passages, but they appear to have no printed matter out yet relating to their passenger venture, and it would seem that they are for the moment paying more attention to getting Continental passengers than British. It is within our knowledge that about 15 passengers arrived at Liverpool Street from Antwerp this morning for them.
>
> "We enclose one of the Thomson Line's freight cards advertising the sailing, but you will notice no reference to passengers on it.

13048 *Petitioner's Exhibit 1492*

"We understand that Messrs. C. Morris & Co. of Fenchurch Street are prepared to book passengers for the above Line, but we do not think they will be much more successful than they have been in the past in regard to the North West Transport Line, though the fact of the steamers sailing from London instead of a Continental port will be a factor in their favour.

"It is stated that the owners are building two new passenger steamers on the Tyne at the present moment, and intend eventually to
13049 establish if possible a regular Passenger Line.

"We will watch this matter closely, and will keep you posted as to any further developments that come to our knowledge."

Respectfully,

13050

Defendants' Exhibit 204. 13051

G. No. 697.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 8th, 1910.

To the Parties:

Payments for December 1909. 13052

I beg to request the Parties to make the following payments for the month of December in accordance with Form 30, No. 12:

Allan Line	to	Anchor Line	£3219.—.—
" "	"	Cunard Line	"2225.—.—
American Line	"	Continental Lines	"1209.—.—
" "	"	Dominion Line	"1372.—.—
" "	"	Cunard Line	"3591.—.—
White Star Line	"	Cunard Line	"3857.—.—
Canadian Pacif. Ry. Co.	"	Continental Lines	"3360.—.—
Donaldson Line	"	Cunard Line	" 28.—.—

13053

Respectfully,

H. PETERS.

(Stamped): Received 10 Jan. 1910. Ansd.

13054 **Defendants' Exhibit 205.**

G. No. 698.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 8th, 1910.

To the Parties:

North West Transport Line. (G. No. 695)

13055

The 708 steeragers which S.S. "Uranium" embarked at Rotterdam for Halifax and New York on December 28th, were composed as follows:

	to U. S. A.	to Canada	Total
from Russia	438	46	484
" Austria	100	21	121
" Hungary	39	—	39
" England	3	40	43
" Roumania	7	—	7
" Bulgaria	8	—	8
" Germany	3	—	3
13056 " Italy	1	1	2
" Turkey	—	1	1
	599	109	708

P. S. S.S. Napolitan Prince left Rotterdam today with 14 cabin and 559 steerage passengers, of the latter 166 were for Halifax.

Petitioner's Exhibit 1493. 13057

G. No. 699.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 11th, 1910.

To the Parties:

Compensation for fighting rate S.S. "Baltic" Nov. 6th.

The White Star Line, Liverpool send me the following account for passengers carried at fighting rates: 13058

Atlantic Conference.

Compensation due to the S.S. "Baltic" from New York Novbr. 6th in competition with the ss. "Napolitan Prince" on 10 adults 1 child @ $6 $63.—

Note:

These passengers were transferred from the St. Paul which steamer was appointed by the New York small committee as the fighting steamer.

On this occasion I beg to revert to the last paragraph of G. 593 in which is said that the division of the compensation of G. 536 is subject to a rectification which is done now as follows: 13059

Amount due to White Star Line as per G. 536	=	$1460.—
Amount due to White Star Line as above	=	$ 63.—
		$1523.—

In this amount participate the parties with the following percentages as per G. 593:

13060 *Petitioner's Exhibit 1493*

			paid to the White Star Line as per G. No. 536
Anchor Line	3.74%	$ 56.96	$ 54.61
Cunard Line	14.37%	" 218.86	" 210.10
Hapag	11.75%	" 178.95	" 171.70
Nasm	5.80%	" 88.33	" 84.68
Lloyd	17.86%	" 272.01	" 260.90
Red Star Line	8.14%	" 123.97	" 118.84
White Star Line	14.73%	" 224.34	" 215.35
American Line	8.29%	" 126.26	" 121.18
Dominion Line	1.44%	" 21.93	" 21.02
13061 Canpac	4.26%	" 64.88	" 62.34
Transat	4.87%	" 74.17	" 71.10
Austro	1.82%	" 27.72	" 26.57
Russ. American Line	2.93%	" 44.62	" 41.61
	100.00	$1523.00	$1460.00

so there remain to be paid:

by

Anchor Line	$ 2.35
Cunard Line	$ 8.76
Hapag	$ 7.25
Nasm	$ 3.65
13062 Lloyd	$11.11
Red Star Line	$ 5.13
White Star Line	$ 8.99
American Line	$ 5.08
Dominion Line	$ 0.91
Canpac	$ 2.54
Transat	$ 3.07
Austro	$ 1.15
Russ. American Line	$ 3.01
	$63.00

which the parties will please remit to the White Star Line Liverpool.

Respectfully,

H. PETERS.

(Stamped): Received 13 Jan. 1910. Ansd.

Petitioner's Exhibit 1494.

13063

G. No. 700.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 11th, 1910.

To the Parties:

Compensation for passengers carried at fighting rates by S.S. "Estonia" Nov. 20th, "Lituania" Dec. 4th, "St. Paul" Nov. 6th, S.S. "Lapland" Septr. 11th, "Zeeland" Septr. 25th, "Zeeland" October 23rd.

13064

I beg to submit the following accounts for compensation moneys for passengers carried at fighting rates in accordance with Minute 22 & 104.

1. Russian America Line

S.S. Estonia November 20th against S.S. Volturno (G. 663)
New York-Rotterdam 211 ad. 15 chld. 10 infants = 218 1/2 adults
regular rate $31.—
basis rate $30.—
fighting rate $24.—

difference $ 6.— × 218½ = $1311.— 13065

S.S. Lituania, Decbr. 4th against S.S. Uranium. (G. 675)
New York-Rotterdam 250 ad. 11 chld. 6 infants = 255½ adults
regular rate $31
basis rate $30.—
fighting rate $24.—

difference $ 6.— × 255½ = $1533.—

$2844.—

13066 *Petitioner's Exhibit 1494*

2. American Line, Southampton

S.S. St. Paul Novbr. 8th against S.S. Napolitan Prince (G. 645)
New York-Southampton 366 souls = 335½ adults
regular rate $31 compensation
basis rate $30.—
fighting rate $24.—
difference $ 6.— for 335½ ad = $2013.—

13067 3. Red Star Line

s/s "Lapland" 11th Septr. 09 / "Uranium," 11th Septr. 09. (G. 585)
434/1, 66/2, 54/0 passengers at
fighting rate $24.— (N. Y. Notice 458)
regular " $33.—
for 467 compensation $ 6.— $2802.—

s/s "Zeeland" 25th Septr. 09 / "Napolitan Prince" 26th Septr. 09
336/1, 60/2, 45/0, passengers at
fighting rate $24.— (G. 603)
regular " $33.—
for 366 compensation $ 6.— $2196

13068 s/s "Zeeland" 23rd Octbr. 09 / "Uranium" 23rd Octbr. 09
432/1, 44/2, 25/0 passengers at
fighting rate $24.— (G. 630)
regular " $35.—
for 454 compensation $ 6.— $2724

$7722.—

Petitioner's Exhibit 1494 13069

Rectifications.

s/s "Vaderland" 26th June 09 ÷3/1 & +1/2=÷2½ for 2½ compensation at $10— (G. 614)	= ÷$25.—	
s/s "Vaderland" 24th July 09 +2/2 for +2/2 compensation at $6.— (G. 614)	+$ 6.—	
	=$19.—	
	÷$ 19.—	
	$7703.—	13070

The parties participate in the division of the compensation moneys as follows:

Debitors		Creditors			
		Russian American Line	American Line	Red Star Line	
Anchor Line	3.74%	106.37	75.29	288.09	
Cunard Line	14.37%	408.68	289.27	1106.92	
Hapag	11.75%	334.17	236.53	905.10	
Nasm	5.80%	164.95	116.75	446.77	13071
Lloyd	17.86%	507.94	359.52	1375.76	
Red Star L.	8.14%	231.50	163.86	627.02	
White Star L.	14.73%	418.92	296.51	1134.65	
American Line	8.29%	235.77	166.88	638.58	
Dominion Line	1.44%	40.95	28.99	110.92	
Canadian Pac. Ry.	4.26%	121.16	85.75	328.15	
Transat	4.87%	138.50	98.03	375.14	
Austro	1.82%	51.76	36.64	140.20	
Russ. Americ. L.	2.93%	83.33	58.98	225.70	
	100.00	2844.00	2013.00	7703.00	

13072 *Petitioner's Exhibit 1495*

Will the parties please pay the respective amounts to the Russian American Line, Libau, American Line, Southampton, and Red Star Line Antwerp.

I beg to say that these compensation bills as well as the bill of the White Star Line in G. 699 have been revised by me and that they are in accordance with the passenger lists.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passeng Dept.
Recd. 14 Jan. 1910. Ansd. 20.
13073

Petitioner's Exhibit 1495.

G. No. 701.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 11th, 1910.
13074

To the Parties:

Payments to the Russian East Asiatic S.S. Co.

According to Form 35, No. 12 I have to request the Parties to make the following payments for December:

Petitioner's Exhibit 1495

13075

N. D. L. V. Lines	to	Russian	East	Asiatic	S.S.	Co.	..£176.—.—
Allan Line	"	"	"	"	"		.." 53.—.—
Anchor Line	"	"	"	"	"		.." 26.—.—
American Line	"	"	"	"	"		.." 62.—.—
Russian East Asiatic S.S. Co.	"	Dominion	Line	.....			." 7.—.—
White Star Line	"	Russian	East	Asiatic	S.S.	Co.	.."126.—.—
Cunard Line	"	"	"	"	"		.." 94.—.—
Canadian Pacific Ry. Co.	"	"	"	"	"		.." 50.—.—

To avoid to and fro payments I beg to request the Parties to make the payments as follows:

13076

N. D. L. V. Lines	to	Russian	East	Asiatic	S.S.	Co.	..£176.—.—
Allan Line	"	"	"	"	"		.." 53.—.—
Anchor Line	"	"	"	"	"		.." 26.—.—
American Line	"	"	"	"	"		.." 62.—.—
White Star Line	"	Dominion	Line	.....			." 7.—.—
" " "	"	Russian	East	Asiatic	S.S.	Co.	.."119.—.—
Cunard Line	"	"	"	"	"		.." 94.—.—
Canadian Pacific Ry. Co.	"	"	"	"	"		.." 50.—.—

As the Russian East Asiatic S.S. Co. request me, to cause that the payments are not sent direct to them, I beg the lines to send their amounts always to me, for transmission to Copenhagen, until advised to the contrary.

13077

Respectfully,

H. PETERS.

(Stamped): Received 14 Jan. 1910. Ansd. Received 13 Jan. 1910. Ansd.

13072 *Petitioner's Exhibit 1495*

Will the parties please pay the respective amounts to the Russian American Line, Libau, American Line, Southampton, and Red Star Line Antwerp.

I beg to say that these compensation bills as well as the bill of the White Star Line in G. 699 have been revised by me and that they are in accordance with the passenger lists.

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Jan. 1910. Ansd. 20.

13073

Petitioner's Exhibit 1495.

G. No. 701.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 11th, 1910.

13074

To the Parties:

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According to Form 35, No. 12 I have to request the Parties to make the following payments for December:

Petitioner's Exhibit 1495

13075

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Allan Line	"	"	"	"	"	..	" 53.—.—
Anchor Line	"	"	"	"	"	..	" 26.—.—
American Line	"	"	"	"	"	..	" 62.—.—
Russian East Asiatic S.S. Co.	"	Dominion Line				.....	" 7.—.—
White Star Line	"	Russian East Asiatic S.S. Co.				..	"126.—.—
Cunard Line	"	"	"	"	"	..	" 94.—.—
Canadian Pacific Ry. Co.	"	"	"	"	"	..	" 50.—.—

To avoid to and fro payments I beg to request the Parties to make the payments as follows:

13076

N. D. L. V. Lines	to	Russian East Asiatic S.S. Co.				..	£176.—.—
Allan Line	"	"	"	"	"	..	" 53.—.—
Anchor Line	"	"	"	"	"	..	" 26.—.—
American Line	"	"	"	"	"	..	" 62.—.—
White Star Line	"	Dominion Line				.....	" 7.—.—
" " "	"	Russian East Asiatic S.S. Co.				..	"119.—.—
Cunard Line	"	"	"	"	"	..	" 94.—.—
Canadian Pacific Ry. Co.	"	"	"	"	"	..	" 50.—.—

As the Russian East Asiatic S.S. Co. request me, to cause that the payments are not sent direct to them, I beg the lines to send their amounts always to me, for transmission to Copenhagen, until advised to the contrary.

13077

Respectfully,

H. PETERS.

(Stamped): Received 14 Jan. 1910. Ansd. Received 13 Jan. 1910. Ansd.

13078 **Defendants' Exhibit 206.**

G. No. 702.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 12th 1910.

To the Parties:

Norway-Mexico Gulf Line. (G. No. 681)

13079

On this enterprise I receive the following report of the 5th instant:

(Translation)

Norway-Mexico Gulf Line Ltd.

"In reply to your favor of 19th ult. we beg to advise, that said company which was started with a capital of 1000000 Kronen, which capital probably has been paid fully now, entertains direct steamship connection between Scandinavia and the ports of the Mexican Gulf. The president of said company is
13080 Mr. G. M. Bryde, shipowner of Christiania.

The company receives a government subvention of 100000 Kronen and owns so far three steamers SS. Texas, SS. Tholma, and SS. Noruega.

The line seems to work well ahead and is built up principally on the freight business, the steamers take however a small number of passengers. We beg to enclose a cutting from the timetable "Norges Communikationer" from which you may see the route of the steamers; the steamers also call at Gothenburg for supplementing their cargo."

The cutting reads as follows:

Defendants' Exhibit 206 13081

107 Norge-Mexico-Gulf Linien.
Telegr.: "Brydeline," Kristiania

S/S "Tholma" laster i Kristinia 3/5 Januar for Newport News, Norfolk U. S. A., Havana, Puerto Mexico, Galveston og New Orleans.

S/S. "Noruega" laster i Galveston og New Orleans 20/30 Januar medtagende last til hele Skandinavien.

S/S. "Texas" laster i Kristiania 3/5 Februar for Newport News, Norfolk U. S. A., Havana Puerto Mexico, Vera Cruz, Galveston og New Orleans *Medtager 1ste og 3die Klasses Passagerer.* 13082

Last til de fleste indre amerikanske Steder skibes med strste Fordel via Newport News og Galveston, ligesom man via Puerto Mexico opnaar hurtig og billig Forsendelse af Varer til samtlige Steder paa den amerikanske Stillehavskyst.

Passagerer og last anmeldes ved Linjens Agenter samt ved Hovedkontoret.

G. M. BRYDE,
Raadhusgaden 30. Kristiania."

Respectfully,

H. PETERS.

13083

(Stamped): Received 14 Jan. 1910. Ansd.

13084 **Defendants' Exhibit 207.**

G. No. 703.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 15th, 1910.

To the Parties:

13085 *Thomson Line to Canada. (G. No. 696.)*

I beg to refer to circular letter G. No. 696.

The White Star Line send me the following further letter from their London (City) Office, dated January 10th, which reads:

> "Referring to our letter of the 4th instant, we find that the "Cairnrova" was not able to sail on Saturday, but has got away today.
>
> "She has 10 cabin and about 110 steerage passengers, and we believe there are a further number of close on 100 Continental passengers left behind in Liverpool, who may per-
> 13086 haps go forward in the next North West Transport boat seeing that the same people are working the passenger business for both Lines.
>
> "The next sailing of the Thomson Line is the 'Cairnrova' again, and she is expected to leave London somewhere about the 17th February."

Respectfully,

Defendants' Exhibit 208. 13087

G. No. 704.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 15th, 1910.

To the Parties:

N. Y. State Board of Charities.

13088

I beg to refer to Mediterranean Memo No. 145 and A. A. C. Memo No. 53 dated Newyork December 23rd 1909, copies of which I suppose all the S.S. Lines, going to Newyork, will have received through their Newyork representatives.

The Austro Americana would be glad to learn what position the Lines intend to take in this matter and I address this letter to the Parties to the Atlantic Conference as well as to the Parties to the Mediterranean Conference, in case joint action is considered desirable and Lines do not prefer to instruct their representatives individually.

Respectfully, 13089

13090 **Defendants' Exhibit 209.**

G. No. 705.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, Januar 17th, 1910.

To the Parties:

Compensation for fighting rates.

13091

Please correct on page 2 of circular letter G. No. 700 number of passengers carried by

S.S. Lapland 11th September 09 431/1, 66/2, 54/0
S.S. Zeeland 25th " 09 336/1, 60/2, 45/0
S.S. Zeeland 28th October 09 432/1, 44/2, 25/0

also please add on page 3 the sign $ before the amounts to be paid; there is no alteration in the payments.

Respectfully,
H. PETERS,
p. L. P.

13092

(Stamped): Received 1 Jan. 1910. Ansd.

Petitioner's Exhibit 1496.

13093

G. No. 706.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 17th, 1910.

To the Parties:

Hapag & Lloyd eastbound percentages.

I am informed by the Hamburg-American Line and Norddeutscher Lloyd that they have agreed between themselves, that beginning with January 1st, 1910, their resp. *eastbound* shares shall be as follows: 13094

Hamburg American Line 12.58%
Norddeutscher Lloyd 18.56%

Respectfully,

Petitioner's Exhibit 1497.

G. No. 707.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena. 13095

Jena, January 18th, 1910.

To the Parties:

North West Transport Line. (G. No. 698.)

S. S. "Sicilian Prince" sailed 15th instant from Rotterdam for Halifax and New York with 357 steerageers of which were 52 for Halifax.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 20 Jan. 1910. Ansd.

13096 **Defendants' Exhibit 210.**

G. No. 708.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 19th, 1910.

To the Parties:

Blue Star Line. (G. No. 688.)

13097

The Shipping Gazette of January 17th contains the following notice from their New York correspondent:

> "Under the name of the Blue Star Line a new service is to run between Bordeaux, the headquarters of its owners, the Compagnie Franco-Nord Americaine, and New York. From the latter port the Blue Star boats will proceed to Philadelphia, discharging there passengers and freight. Intermediate ports of call will be the Azores and Lisbon. The first steamer in the service, the Notre Dame de Lourdes, is to sail from New York on Feb.
13098 5, and on May 4 a second steamer, the Jeanne d'Arc, will be put on to alternate with the first till Aug. 27. Nine sailings in all have been arranged up to and including that date. The regular rates are put at 9l. first-class to Bordeaux, and 10l. to Italy, the third-class being 5l.. 8s. and 6l. 8s. respectively."

Respectfully,

Petitioner's Exhibit 1498. 13099

G. No. 709.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 20th, 1910.

To the Parties:

North West Transport Line. (G. No. 707.) 13100

S. S. "Napolitan Prince" which sailed on January 8th from Rotterdam for Halifax and New York had on board 559 steeragers. The steeragers were composed as follows according to nationality & destination:

	for U. S. A.	*for Canada*	*Total*
from Russia	295	36	331
" Austria	105	21	126
" Hungary	46	—	46
" Italy	14	5	19
via England	—	16	16
from Bulgaria	12	—	12
" Germany	6	—	6
" Switzerland	2	—	2
" Roumania	—	1	1
	480	79	559

13101

Respectfully,

13102 **Defendants' Exhibit 211.**

G. No. 710.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 20th, 1910.

To the Parties:

Reduced transportation for Alien Charity persons from New York State Board of Charities.

With reference to G. No. 704/M. No. 412 The
13103 Red Star Line write:

(Translation) "For different reasons we are positively against it:

1) "The Lines are bound by the American Immigration Laws to return passengers becoming public charges within 3 years and beyond this should not assume further duties. We believe that if a passenger becomes distressed after more than 3 years the Line which has transported him at the time has nothing to do with it.

2) "If we comply with the request other
13104 philanthropic institutions will approach the Lines with similar wishes and it will be difficult to refuse one that what has been granted to the other.

3) "Such favors are soon known and many passengers who want to travel at a cheap rate will try to state advantage of such reductions and in place of applying to the Lines and agents, will go to such benevolent institutions.

4) "It is possible that one or the other of the European states might get the thought of

Petitioner's Exhibit 1500 13105

adopting similar restrictions against sick and invalide or non selfsupporting passengers. Fact is that we have had difficulties already with the Belgian government on account of those sent back from the other side under our three years obligation and in several instances had extremely high costs in order to avoid dilatations. The increased arrivals of such elements would increase the danger of provoking restrictions from the Belgian officials."

Respectfully,

13106

Petitioner's Exhibit 1500.

G. No. 711.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 20th, 1910.

To the Parties:

Compensation for fighting rates. 13107

In G. No. 705 it is said that S. S. Lapland September 11th, 1909, carried 431 adults at fighting rates but this should read 434, of which the Parties will please take notice.

Respectfully,

H. PETERS.
p. L. P.

(Stamped): Received 24 Jan. 1910. Ansd.

13108 **Petitioner's Exhibit 1501.**

G. No. 712.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 22nd, 1910.

To the Parties:

North West Transport Line. (G. No. 709.)

13109

The White Star Line received following letter from their New York office:

> "*North West Transport Line.* The s. s. 'Volturno' sailed the 1st. inst., and is estimated to have had 80 Third Class; the 'Russia' of the Russian American Line, which was the competitive steamer, had 221. We enclose circulars issued by this Line one of which you will see refers to the Turbine steamers 'Heliopolis' and 'Cairo' entering the service in the Spring. Rumors here had been that these vessels were not to go on the Rotterdam Halifax
> 13110 N. Y. route but on a new service Liverpool to Canada, but this circular would seem to indicate that they are for the New York trade."

A copy of the circular referred to is attached.

Respectfully,

Petitioner's Exhibit 1502.

13111

Annex to G. No. 712. 22/1/10.

(*Cut of Steamer.*)

Turbine Steamers "Heliopolis" and "Cairo"
12,500 Tons, 25,000 I. H. P. Speed 21 Knots.

An Improved New York-Rotterdam Service.

Deputy Consul-General Ernest Vollmer, of Rotterdam, reports to the Department at Washington that the North-West Transport Line, at present maintaining a by-weekly service between New York and Rotterdam, has announced that extensive improvements 13112
will be made early in the spring 1910.

Freight and passengers have for some time past been overtaxing the capacity of the present fleet, so that the company has secured the Cairo and Heliopolis for the run. While these ships will replace two of the present vessels, and sailings will not be increased, the facilities of the line will nevertheless be almost doubled. The Cairo and Heliopolis are turbine vessels of 12,500 tons and 25,000 indicated horsepower. They are some 18 months old and were built by the Fairfield Shipbuilding Company. Extensive alterations, including increased bunker capacity will be made at once, so that the ships will be ready for 13113
their new run about March. The Volturno, at present in the trade, will remain as the third vessel of the fleet. The new ships have accommodations for 680 first class passengers and possess every modern convenience, so that the company will now be able to compete for the better class of trans-Atlantic passenger business. The Canadian Northern Railway is reported to have recently announced that it is booking this enterprise.

13114 **Defendants' Exhibit 212.**

G. No. 713.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 24th, 1910.

To the Parties:

North West Transport Line. (G. No. 709.)

S. S. "Volturno" sailed Saturday 22nd instant from Rotterdam with eleven cabin passengers and 433
13115 steeragers of which 150 for Halifax. Next sailing S. S. "Uranium" February 5th.

Respectfully,

Petitioner's Exhibit 1503.

G. No. 714.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, January 25th, 1910.

13116 To the Parties:

North West Transport Line. (G. No. 712).

The "Uranium" left New York on 22nd instant with about 90 steeragers at a net rate of about $19, she further had 37 deported passengers. Opposition steamers were "Estonia" which left New York on 18th inst. with 301 steeragers and "Lapland" January 22nd with 417 steeragers at a rate of $22 less $2.

Respectfully,

SUPREME COURT OF THE UNITED STATES.

October Term, 1914.

No. 359.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed September 30, 1914.

File No. 24446.

Term No. 358.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed September 30, 1914.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 9.

COMPLAINANTS' AND DEFENDANTS' EXHIBITS.

PETREL LETTERS.

Pages 4373-4525.

(24446 and 24528)

IN THE

SUPREME COURT OF THE UNITED STATES

[redacted]

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[redacted]

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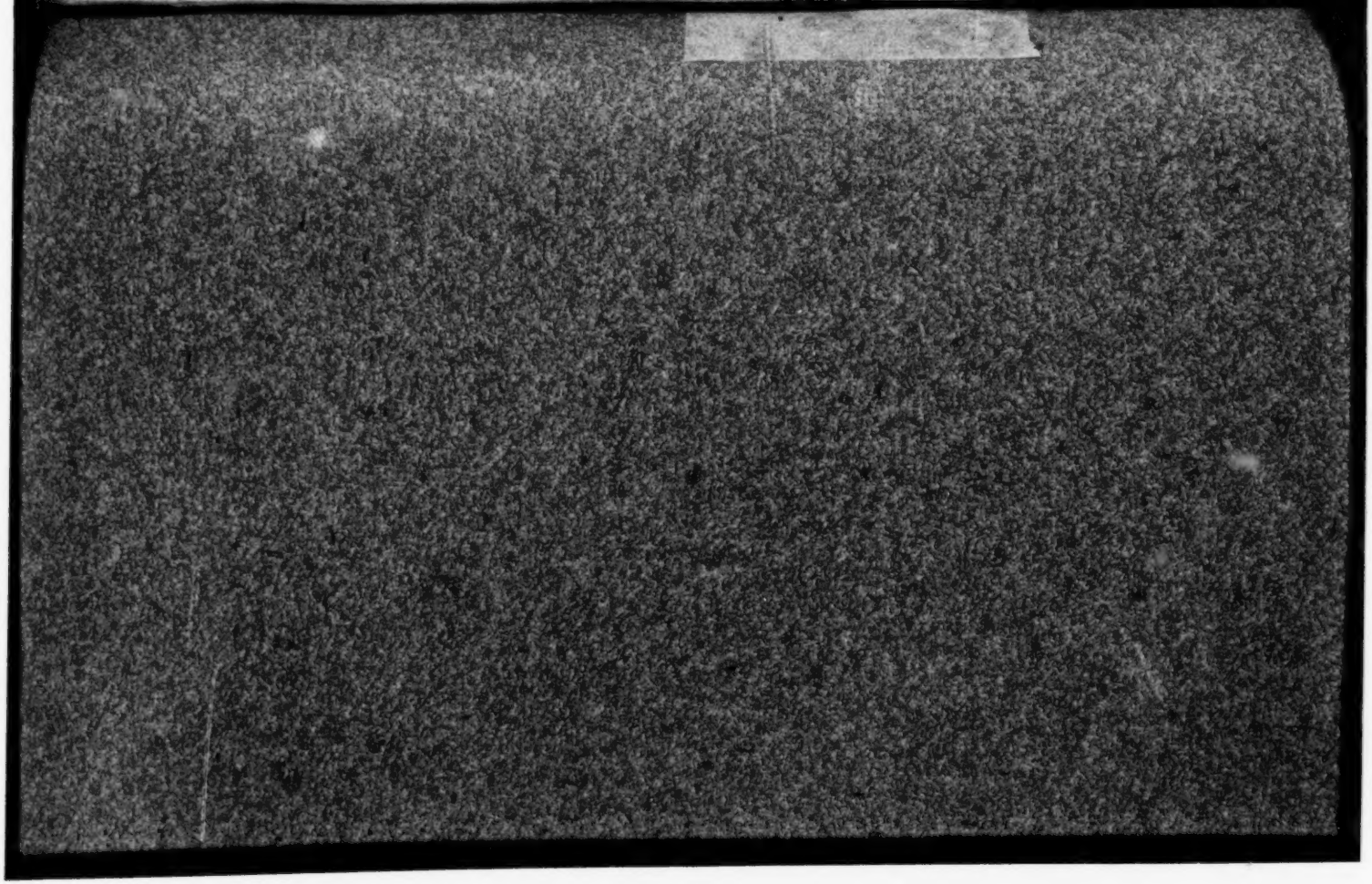
[redacted]

[redacted]

VOLUME IX



IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME IX.

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Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Petitioner's Exhibit 1504. 13117

G. No. 715.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair." Jena.

Jena, January 27th, 1910.

To the Parties:

Award Allan Line New Foundland passengers.
(G. 693.) 13118

Mr. Wilding has sent the annexed award in regard to the question whether the Allan Line's passengers to and from New Foundland by direct steamers are to be pooled or not.

In accordance with it I beg to request the Allan Line to add to their weekly return any passengers to or from New Foundland, which pending the present award might not have been accounted for.

Respectfully.

13119

13120 **Petitioner's Exhibit 1505.**

Annex to G. No. 715. 27/1/10.

Southampton, January 17th, 1910.

Allan Line—Newfoundland Passengers.

1. The question to be decided in this case is whether the expressions "Canada" and "Canadian" in Agreements Z and A A are the equivalent of "The Dominion of Canada" or the equivalent of "British North America." It is claimed by the Allan Line that as Newfoundland does not form part of either
13121 the United States or the Dominion of Canada Newfoundland passengers are not included in Agreements Z and A A.

2. The question was raised following on the adoption of Minute 111 concerning "Passengers to St. Pierre, Newfoundland." But St. Pierre is only Newfoundland in the same sense that Newfoundland is Canada. St. Pierre is an island belonging to France off the Newfoundland coast as Newfoundland is an island belonging to Great Britain off the coast of the Dominion of Canada, so this Minute tells against rather than in favor of Allan Line's contention.

13122 3. I have before me an Allan Line bill dated 3rd November, 1909, headed "Allan Line—To Canada," and containing only Sailings and Rates to St. Johns, Newfoundland and Halifax from which it appears the Allan Line itself considers "To Canada" may cover Newfoundland.

4. The agreed rates for Allan Line Canadian business have always been charged for Newfoundland business and the allowance of free London tickets conceded to "Canadian Lines" have been given by the Allan Line to Newfoundland passengers.

 13123

5. Newfoundland passengers carried by the Allan Line were included in the statistics which formed the basis of the calculations for East-bound Percentages embodied in Article 13.

6. When the question was raised concerning certain fisherman carried by direct steamer to St. Pierre at very low rates by arrangement with the French Government it was considered necessary to obtain a special Minute authorizing their exclusion from the Pool. No such Minute would have been necessary if the business was not covered by the Agreement and if business to St. Pierre was understood to be covered 13124
by the Agreement I do not think there can be any doubt that business to Newfoundland is also covered by it.

7. For the foregoing reasons and having regard to Article 26 Agreement A A which provides that the Arbitrator is to decide more especially by the spirit than the letter of the Contract I consider the expression "Canada" in this Agreement is equivalent to "British North America" and the expression "Canadian Services" is equivalent to "Services to or from British North America."

8. In the Definition Clause Article 28 Agreement 13125
A A it is provided "Lines" means "Parties to this Contract" and the only Allan Lines exempted at the end of Article 3 are the Allan Line's "Canadian Services Westbound."

9. I therefore award that the East-bound Steeragers from Newfoundland and the West-bound Continental Steeragers to Newfoundland are included in the Agreements A A and Z and that the Allan Line should return them to the Pool.

(signed) HY. WILDING.

My fee £10:10:0. to be paid by Atlantic Conference.

13126 **Defendants' Exhibit 213.**

G. No. 716.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 1st, 1910.

To the Parties:

North West Transport Line. (G. No. 714.)

S. S. "Volturno" which left Rotterdam on 22nd instant for Halifax and New York had on board 434
13127 steeragers which were composed as follows:

	for U. S. A.	*for Canada*	*Total*
From Russia	170	23	193
" Austria	85	41	126
" Hungary	58	—	58
" Bulgaria	23	—	23
" Italy	3	5	8
" Switzerland	5	—	5
" Germany	3	—	3
" Roumania	1	—	1
" Turkey	1	—	1
via England	2	14	16
13128	351	83	434

S. S. "Napolitan Prince" sailed January 29th from New York with about 80 steeragers at a net rate of about $19., she had besides 18 deported passengers on board. The "President Lincoln" got 407 steeragers, her rate was $22 less $2 commission.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3 Feb. 1910. Ansd.

Defendants' Exhibit 214. 13129

G. No. 717.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair." Jena.

Jena, February 1st, 1910.

To the Parties:

Reduced transportation for Alien charity persons from Newyork State board of Charities. (G. 710.) 13130

Further replies on the above subject have been received as follows from:

1) Hapag:

"We fully endorse the Red Star Line's reasons which speak against the granting of the New York State Board of Charities' application for reduced transportation for alien charity persons and beg to add that, when in former years the institution of charity tickets existed for some time, nearly one-third of our steamers were filled with persons holding such tickets. Any concession to the New York State Board of Charities would surely bring about a repetition of this undesirable state of affairs." 13131

2) Lloyd:

"We beg to acknowledge receipt of circular letter G. No. 704 and regret to say that copies of the memos referred to have so far not come into our possession. From the remarks of the Red Star Line we gather, however, that the Steamship Lines are expected to

13132 *Defendants' Exhibit 214*

grant certain concessions in the case of passengers who become destitute after a stay in the United States of more than three years and in respect of whom they are no longer under any legal obligation. We dare say that we are much in sympathy with the views expressed by the Red Star Line, but as the New York representatives will be better able to judge this matter, we should like to hear their opinion before taking any steps in this respect."

13133 Also one of the British Lines desires to hear the opinion of the New York representatives.

I shall therefore write to Mr. Sandford to submit the matter to the representatives abroad with the request to communicate their opinion on the subject.

Respectfully,

13134

Petitioner's Exhibit 1506. 13135

G. No. 718.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 3rd, 1910.

To the Parties:

Blue Star Line. (708.)

The Cie. Gle. Transatlantique write:

"Nous avons bien recu votre circulaire G. No. 708 relative à la Blue Star Line. 13136

"D'après les renseignements qui nous sont communiqués, il parait que les deux navires dont on avait annoncé la mise en service et qui devaient porter les noms de 'Notre-Dame de Lourdes' et 'Jeanne d'Arc' n'ont pas été achetés, mais que le promoteur de la nouvelle ligne doit affréter deux navires anglais dont le premier partirait de Bordeaux vers le 15 Février pour New York d'où il relèverait sur Philadelphie pour rentrer à Bordeaux avec escale aux Azores.

"On nous a affirmé qu'un certain nombre de passagers avaient déjà été recrutés pour le 13137 départ du 15 Février. Nous continuons à croire que cette concurrence ne doit pas être prise au sérieux; néanmoins nous la surveillons de très près et nous vous tiendrons au courant de tout ce que nous apprendrons à son sujet."

Respectfully,

H. PETERS.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5 Feb. 1910 Ansd.

13138 **Petitioner's Exhibit 1507.**

G. No. 718.

ATLANTIC CONFERENCE.

Jena, February 3rd, 1910.

To the Parties:

Blue Star Line (G. No. 708).

The Cie. Gle. Transatlantique write:

13139 "We have received your circular letter, G. No. 708, relative to the Blue Star Line.

"According to information which we have received, it appears that the two vessels which had been announced as about to be put in service and which were said to be named 'Notre Dame de Lourdes' and 'Jeanne d'Arc' have not been bought, but that the promoter of the new line is to charter two English vessels, the first of which will leave for New York about the 15th February. From this port it will proceed to Philadelphia returning to Bordeaux and calling at the Azores on the way.

13140 "We have been informed that a certain number of passengers have already been obtained for the sailing on the 15th February. We still believe that this competition need not be taken seriously; nevertheless, we shall watch it very closely and keep you informed of what we learn in connection with this matter."

Respectfully,

Petitioner's Exhibit 1508. 13141

G. No. 719.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 3rd, 1910.

To the Parties:

North West Transport Line. (G. No. 716.)

13142

According to an information which the Holland America Line received the sailing date of the steamship "Uranium" which first was fixed for February 5th has now been postponed until February 12th. It is expected that the steamer will get from 1000 to 1200 passengers.

> "There is no foundation, says the Kölnische Zeitung, for the report that the North West Transport Line intends to give up its services from Hamburg to New York, and to run its steamers only from Rotterdam. As a matter of fact the company is increasing its sailings from Hamburg. (Shipping Gazette.)" 13143

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 5 Feb. 1910 Ansd.

13144 **Petitioner's Exhibit 1509.**

G. No. 720.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 4th, 1910.

To the Parties:

Compensation for passengers carried at fighting rates by S. S. "Neckar" Decbr. 18th, S. S. "Zieten" Decbr. 23rd, "Russia" Jan. 1st.

13145 The Norddeutscher Lloyd and Russian American Line send me the following bills for passengers carried at fighting rates:

1) Norddeutscher Lloyd:

Neckar. December 18th 09 from New York (G. 686)

531/1, 27/2, 8/0 passengers at fighting rate	$24.	
regular rate	$33.	
544 1/2 Compensations rate	$ 6.	$3267.

Zieten. December 2nd 09 from New York (G. 691)

13146 221/1, 9/2, 2/0 passengers at fighting rate	$24.	
regular rate	$33.	
225 1/2 Compensation rate	$ 6.	$1353.
		$4620.

2) Russian American Line:

S. S. Russia January 1st 1910 (G. 695)

III. Cl. to Rotterdam 13 ad. — chld. at $24; regular rate $33. Basis rate $30. Compensation rate $6. =	$ 78.

Petitioner's Exhibit 1509 13147

Steerage to Rotterdam 162 ad. 2 chld. at $22; regular rate $31. Basis rate $30. Compensation $8. =	$1304.
III. Cl. to Libau 4 ad. — chldr. at $31; regular rate $40. Basis rate $37. Compensation $6. =	$ 24.
Steerage to Libau 32 ad. 2 chldr. at $29. regular rate $38. Basis rate $37. Compensation $8 =	$ 264.
Total 211 adults, 2 children =	$1670.

Both bills have been verified. 13148

The parties participate in the above amounts as follows:

Debitors		*Creditors.* Nordd. Lloyd	Russian American Line
Anchor Line	3.74%	$ 172.79	$ 62.46
Cunard Line	14.37%	663.89	239.98
Hapag	11.75%	542.85	196.23
Nasm	5.80%	267.96	96.86
Lloyd	17.86%	825.13	298.26
Red Star Line	8.14%	376.07	135.94
White Star Line	14.73%	680.53	245.99
American Line	8.29%	383.00	138.44
Dominion Line	1.44%	66.53	24.05
Canadian Pac. Ry. Co.	4.26%	196.81	71.14
Transat	4.87%	224.99	81.33
Austro	1.82%	84.08	30.39
Russ. American Line	2.93%	135.37	48.93
		$4620.00	$1670.00

13149

Petitioner's Exhibit 1509

Will the parties please remit the above amounts to the Nordd. Lloyd and the Russian American Line at Libau direct.

I take this opportunity to submit the following rectifications for 1908 which the Nordd. Lloyd had sent me already in July last but which I retained so long as there was since no bill for a fighting steamer of the Nordd. Lloyd with which the small amount might have been connected; the rectifications are:

	First Report			Rectified Report				Difference
	Ad.	Chldr.	Compensation	Ad.	Chldr.			$
eydlitz	1544	208 @ $5	$8240.	1549	208 =	$8265.	+	25.
ied. d. Gr.	837	78 @ $6	$5256.	834	76 =	$5232.	—	24.
emen	1042	145 @ $3	$3343.50	1036	145 =	$3325.50	—	18.
barossa	1133	150 @ $5	$6040.	1145	151 =	$6102.50	+	62.50
			$22879.50			$22925.	+	87.50
							—	42.
								$45.50

PAGES CUT OFF

Petitioner's Exhibit 1509 13153

Which are to be divided as follows:

Debitors			*Creditor* Norddeutscher Lloyd
Allan Line	4.42%	=	$ 2.01
Anchor Line	3.51%	=	1.60
Cunard Line	13.50%	=	6.14
Hapag	11.03%	=	5.02
Nasm	5.45%	=	2.48
Lloyd	16.77%	=	7.63
Red Star Line	7.64%	=	3.48
White Star Line	13.83%	=	6.29
American Line	7.78%	=	3.54
Dominion Line	1.34%	=	0.61
Canpac	4.01%	=	1.83
Transat	9.02%	=	4.10
Austro	1.70%	=	0.77
	100.00		$45.50

13154

Will the Lines also remit the latter amounts to the Norddeutscher Lloyd.

Respectfully,

H. PETERS. 13155

(Stamped): Received 7 Feb. 1910. Ansd.

13156 **Defendants' Exhibit 215.**

G. No. 721.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 7th, 1910.

To the Parties:

North West Transport Line. (G. No. 719)

13157 The steamer "Uranium" which left New York on January 22nd arrived at Rotterdam on 3rd instant where she debarked about 260 passengers of which about 100 were deported passengers. Amongst the deported passengers were about 30 Armenians which were sent back to England. The rest of the deported passengers were mostly Galicians who were returned on direct R.R. tickets to Oswiecim, Oderberg, Myslowitz etc. to their homes. Most of these passengers were deported on account of trachoma.

Respectfully,

13158

Petitioner's Exhibit 1510. 13159

G. No. 722.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 7th, 1910.

To the Parties:

Pool adjustment.

13160

The White Star Line write:

> "From the statistics up to 23rd January we notice the Continental Lines are already running quite considerably into the plus for westbound business, our own position being minus to the extent of about 1200.
>
> "While not wishing to press the matter unduly so early in the year, we would suggest that the plus parties in view of the strong movement from the Continent advance their rates without further delay and we shall be glad to hear that this proposal is acceptable to them." 13161

As to the strong movement from the Continent it has so far not gone beyond hopes and expectations. It amounted last year up to January 31st to 26207 whilst this year it is 26292. The total carryings of the A. C. Lines were in January 1909: 30191, in 1910: 30039. The Continental Lines' carryings 1909: 24090; 1910: 22571. This shows that the Continental Lines' carryings are proportionately less than last year and if one looks at how the position has developed last year, it seems hardly necessary for

13162 *Petitioner's Exhibit 1510*

the adjustment that the Continental Lines advance. It is also very questionable if it would serve the interests of the Atlantic Conference to do so in view of the numbers which the N. W. T. L. attracts already now and which would certainly increase and probably lead to their putting more steamers in the Line if higher rates or larger numbers offer inducement.

If the Continental Plus Lines think they can raise their rates without strengthening outside Lines, they will no doubt be very glad to do so and I await to hear from them.

13163 Respectfully,

13164

Petitioner's Exhibit 1511. 13165

G. No. 723.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, den 8. Februar 1910.

To the Parties:

Allan Line New Foundland passengers. (G. No. 715) 13166

Mr. Wilding has sent for the information of the parties copy of a letter received from the Allan Line and of his reply which read as follows:

Glasgow, 31st January 1910.

Henry Wilding, Esq.,
The Moorings, Bassett,
Southampton.

Dear Sir:

We have only received this morning a copy of your decision in the Arbitration Claim of the Allan Line Newfoundland passengers, although the letter we notice, is dated 17th inst. We will be glad if you will kindly inform us if our letter of the 11th inst. addressed to you, and the receipt of which was acknowledged by Mr. Peters on the 13th, was in your possession, and was considered by you, before drawing up your decision. We may say that in acknowledging our letter of 11th inst., on the 13th, Mr. Peters mentioned that he purposed forwarding our letter to you on the 14th inst., so that even if he did de- 13167

13168 *Petitioner's Exhibit 1511*

spatch it on that date, it could not have been received by you earlier than the 17th., owing to the 16th being a Sunday.

We further think that if you had this letter before you, you would hardly have given the decision you have, without submitting to us the advertisement which had been placed before you, of which no copy was supplied to us; nor would you have made the statement that you have regarding the percentages, in view of our reference to our letter of 20th April, 1909, without further communication with us. We will be glad that you let us have particulars of the
13169 statistics referred to in paragraph 5 of your letter. We may mention that we asked the Anchor Line for this information when we received a copy of their memorandum, but they were unable to furnish same.

Awaiting your reply, we are,

Yours truly,

(Signed) ALLAN BROS. & CO. U. K. Limited.
per J. Smith Park,
Director."

Southampton
February 5th 1910.

13170 Dear Sirs:

Re New Foundland Passengers.

On my return home last night I received your letter of the 31st ult. and telegram of yesterday and regret there has been some delay in replying to your letter.

Your letter of the 11th ult. was before me when making my Award. I delayed forwarding the Award to Mr. Peters for one week, being advised by him that one or more of the Continental Lines might de-

Petitioner's Exhibit 1511

sire to send comments on your letter of 11th January, but no such comments reached me. 13171

It would be irregular for me to discuss my Award with any of the parties but Article 24, Section K of the Agreement AA. gives me power to re-open and reconsider it and I shall be willing to do so if sufficient cause is shown.

Your favor of the 31st ult. appears to demur to Clauses 3 and 5 of my Award. Do you challenge the genuineness of the advertisement referred to in Clause 3 or are you prepared to submit evidence that Newfoundland passengers, carried by the Allan Line, were not included in the statistics which formed the basis of the calculations for the Pool? 13172

If you are considering asking me to re-open this question I think I should point out that as in most cases of circumstantial evidence, whilst no single fact may establish the conclusion reached, a number of such facts individually inconclusive, all pointing in the same direction may make the conclusion reached inevitable.

I send copy of your letter of the 31st ult. and of this reply to Mr. Peters. I am

Yours faithfully,

signed HY. WILDING.

13173

Respectfully,

13174 **Petitioner's Exhibit 1512.**

G. No. 724.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 8th, 1910.

To the Parties:

North West Transport Line. (G. No. 721)

13175

The "Sicilian Prince" left New York February 6th with about 100 steeragers at a net rate of about $19, she had also 12 deported passengers. The opposition steamer was "President Grant" which got 652 steeragers at a rate of $22 less $2.—

The outward rate now advertised by the N. W. T. L. is $28.— against $25.— as before.

Respectfully,

Uranium left Rotterdam this afternoon with 24 passengers in cabin and 1075 in steerage of which 299 for Halifax. About 400 were left behind for
13176 want of room.

Defendants' Exhibit 216. 13177

G. No. 725.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 9th, 1910.

To the Parties:

Compensation payments for January. 13178

According to Form 30 No. 1, I beg to request the Parties to make the following payments for January:

Continental Lines to Allan Line	£ 851
Continental Lines to Anchor Line	" 264
Continental Lines to Dominion Line	" 2139
Continental Lines to White Star Line	" 6458
Continental Lines to Cunard Line	" 5727
Continental Lines to Donaldson Line	" 76
American Line to White Star Line	" 363
Can. Pacif. Ry. Co. to Anchor Line	" 1468

Respectfully,

13179

(Stamped): North Atlantic Passenger Conference.
Received 11-2-1910 Acknl'd 1910
Answered 1910

13180 **Petitioner's Exhibit 1513.**

G. No. 726.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 10th, 1910.

To the Parties:

Allan Line New Foundland passengers. (G. No. 723)

13181 In pursuance to G. 723 I beg to promulgate the following letter the Allan Line addressed to me on 7th instant:

> "We duly received yours of 27th ult. (G. 715 Secr.). We are notifying Mr. Wilding that we must ask him to reconsider his award for reasons that we will submit shortly. As you will have seen from our correspondence with Mr. Wilding, the delay in doing so has arisen from Mr. Wilding being from home."

Respectfully,

13182

Petitioner's Exhibit 1514. 13183

G. No. 727.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 10th, 1910.

To the Parties:

Pool Adjustment. (G. No. 722)

13184

With regard to G. No. 722 the Norddeutscher Lloyd write:

> "We have taken due note of the White Star Line's suggestion in Circular G. No. 722, that the Continental Lines in view of their plus in the westbound pool should advance their rates. Having still 11 months before us to bring about an adjustment, we think there is no immediate need for such an action, especially taking into consideration that the shortage of the British Lines is, more or less, the result of the small numbers of British and Scandinavian passengers, which are usually of little importance at this time of the year, and that it will be equalized to a large extent by the increase of this traffic during the following months.
>
> 13185
>
> "We are also of the opinion—and we are sure that our British friends share this view—the frequent changes in the rates are prejudicial to the business and that, in the interest of all the lines, fluctuations in the rates should be avoided as much as possible."

13186 *Petitioner's Exhibit 1514*

To the above I beg to add that of the total carryings of the Agreements A.A. & Z lines there were British & Scandinavians:

1909	%
January	13.88
February	16.15
March	20.36
April	43.72
May	25.66
June	25.70
13187 July	25.94
August	34.46
September	42.84
October	23.39
November	16.81
December	11.86

Respectfully,

13188

Petitioner's Exhibit 1515. 13189

G. No. 728.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 12th, 1910.

To the Parties:

Payments under Agreement BB. 13190

According to Form 35, No. 1, the following payments are to be made for January:

Continental Lines to Russ. Eastasiatic SS. Co.	£ 267.
Dominion Line to Russ. Eastasiatic SS. Co.	39.
Cunard Line to Russ. Eastasiatic SS. Co.	1.
Russian Eastasiatic SS. Co. to Allan Line	48.
Russian Eastasiatic SS. Co. to Anchor Line	2.
Russian Eastasiatic SS. Co. to American Line	15.
Russian Eastasiatic SS. Co. to White Star Line	67. 13191
Russian Eastasiatic SS. Co. to Canadian Pacific Ry. Co.	51.

To avoid to and fro payments the parties will make the payments as follows:

Continental Lines to Russ. East Asiatic SS. Co.	£ 124.
Continental Lines to Allan Line	48.
Continental Lines to Anchor Line	2.
Continental Lines to American Line	15.
Continental Lines to White Star Line	27.

13192 *Petitioner's Exhibit 1516*

Continental Lines to Canadian Pacific Ry. Co.	£ 51.
Dominion Line to White Star Line	39.
Cunard Line to White Star Line	1.

Respectfully,

(Stamped): North Atlantic Passenger Conference.
Received 14-2-1910 Acknl'd 1910
Answered 1910

13193 **Petitioner's Exhibit 1516.**

G. No. 729.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 12th, 1910.

To the Parties:

13194 *Lloyd Phila-Balto Service.*

The Norddeutscher Lloyd write:

> "We are sending you by same mail the usual number of copies of our latest sailing list and beg to draw attention to the alteration in respect of our Baltimore service which, beginning with next month, will include a number of sailings via Philadelphia. For the indirect steamers passengers to both ports will be booked but as the ship's stay in Philadelphia

Petitioner's Exhibit 1516

13195

will last about two days we will probably find it convenient to land there *all* the steerage passengers, furnishing those who are booked to Baltimore with free rail transportation to that port, and providing passengers booked via Baltimore to interior points with rail tickets from Philadelphia to destination without collecting the difference in the fare, if any. (The rates to interior points, as will be known, are about the same from Philadelphia as from Baltimore, the difference in the rates rarely exceeding 30 or 50 cents.)

13196

"The above refers only to steerage passengers. Cabin passengers booked for Baltimore will receive no refund etc. when leaving the steamer at Philadelphia.

"We trust that the other Lines, to whom you will please communicate this letter, will raise no objections against the above practice."

The itinerary referred to the Lines will please find under A. C. printed matter No. 870.

Respectfully,

13197

13198 **Defendants' Exhibit 217.**

G. No. 730.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 12th, 1910.

To the Parties:

Next. A. C. Meeting.

13199 The Hamburg American Line write:

> "According to Minute 103 the next meeting of the Atlantic Conference is to take place on the last Thursday of the month of March. The last Thursday in March falls on the 31st, but on one of the last days of March our general-meeting of shareholders takes place. To our great regret it would therefore be impossible for us to attend a meeting appointed for the close of the month. On March 24th is good-friday, on the 27th and 28th Easter, we suppose therefore it would hardly be possible to hold the Conference at an earlier date. We
13200 would therefore propose to the parties to postpone the conference until the next week and fix it say for April 5th, however, also an earlier date would suit us, for instance the 15th or 16th of March."

As for the present there seems to be no urgency for a meeting, I think instead of anticipating it, it would be more convenient to postpone it to April 5th. Will the Lines please inform me whether they agree. The meeting will this time have to be held at Cologne.

Respectfully,

Petitioner's Exhibit 1517. 13201

G. No. 731.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 14th, 1910.

To the Parties:

Pool Adjustment (G. 727)

13202

With further reference to G. No. 722 the Red Star Line write:

> "In reply to your G. No. 722 we are sorry we cannot see our way in increasing our third class rate owing to the small difference between the 2nd and 3rd class rates. However we are quite willing to raise our third class rate, provided the other Lines consent to an allround increase of the minimum second class rate. Our 3rd class rate is at present Mk 160., and we refer also to Art. 11 Commentary b of Agreement AA."

13203

Respectfully,

13204 **Defendants' Exhibit 218.**

G. 732.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 14th, 1910.

To the Parties:

North West Transport Line (G. No. 724.)

13205

I received the following notice from the New York Conference dated January 29th:

> "S. S. 'Uranium' arrived January 12—fined $800.
>
> "It is stated that 42 additional cases were discovered on 'Napolitan Prince' arrived January 22, the day 'Uranium' sailed. It is reported that the agents of the steamers secured permission from Commissioner Williams to transfer these 42 cases at quarantine from the incoming to the outgoing steamer."

Respectfully,

13206

Petitioner's Exhibit 1518. 13207

G. No. 733.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 14th, 1910.

To the Parties:

Allan Line New Foundland passengers. (G. No. 726)

Mr. Wilding has sent me copy of the following correspondence between himself and the Allan Line:

Respectfully, 13208

---

25 Bothwell Street,
Glasgow, 7th February 1910.

Henry Wilding, Esq.,
The Moorings Bassett,
Southampton.

Dear Sir:

We are obliged by yours of the 5th instant, and note the reason for your delay in replying to our letter. We judge that the explanation of Mr. Peters' advice to you is no doubt the outcome of the enquiry he addressed to us per Mr. Smyth, on 19th January, as follows: 13209

> *"Arbitration Allan Line & Newfoundland Passengers."*
>
> "By request of the Red Star Line I beg to ask you to kindly inform me whether the passengers the Allan Line claims to be free from the Pool, are passengers who were forwarded by direct steamers from or to St. John's, Newfoundland, or whether those passengers are transhipped passengers." An early reply will oblige."

13210 *Petitioner's Exhibit 1518*

"P. S. The Red Star Line inform me that the Allan Line cancelled direct St. John's steamers."

To this we replied on the 22nd ultimo as follows:

"We have received this morning a communication from Mr. E. S. Smyth, Conference Secretary, Liverpool, dated 21st, instant, reading as follows:

"'*Arbitration Case Newfoundland passengers.* Please find copy of a letter from Secre-
13211 tary Peters inquiring if the passengers you claim to be free from the Pool are those forwarded by direct steamers from or to St. John's, N. F., or are transhipped passengers.'

"In reply we beg to inform you that the passengers we claim to be free from the Pool were purely *Local Passengers* booked to and from St. John's Newfoundland, only."

Subsequently we again wrote Mr. Peters as follows on the 24th ultimo:

"With reference to our letter of 22nd instant, we should perhaps, in view of the post-
13212 cript to your letter of 19th instant to Mr. Smyth, have specifically stated that the Newfoundland passengers whom we claim to be free from the Pool, were carried to and from St. John's, Newfoundland, *direct* by our steamers calling at that port. We cannot understand where the Red Star Line obtained their information that the 'Allan Iine' had cancelled their direct steamers to and from St. John's as our direct Mail Service to and from that port, by which these passengers were carried, continues to-day precisely as it has done for the last 30 years."

Petitioner's Exhibit 1518

13213

We have very carefully considered your Award but regret that we do not feel justified in accepting same without further consideration—it is so very serious to have what appears to us the plain terms of the Agreement disregarded, and one portion of H. M. Dominion, defined by Statute—and we therefore propose asking you to reconsider your Award. As our legal advisers are, unfortunately, continuously engaged this week in the Court of Session, we would ask you to kindly allow us to delay sending in our statement asking for such consideration until next week. Shall we send it to you direct, or forward it through Mr. Peters as before?

13214

Yours truly,
ALLAN BROS. & CO. U. K. LIMITED,
(Signed) per I. Smith Park, Director.

9th February 1910

Dear Sirs,

I am favoured with yours of the 7th inst.

In your previous letter you informed me you received copy of my Award on the 31st January and for the purpose of Section K of Article 24, I will, under the circumstances, consider it was made and published on that day.

13215

You will see that my power to re-open and reconsider is limited, as follows: "Provided cause be shown to me * * * within three weeks of the issue and publication of the said Award." It will therefore be necessary for you to place in my hands on or before the 24th inst. whatever you propose to submit as justifying your request that I should re-open and re-consider the Award. It will save time if you send it direct to me, at the same time sending a copy to Mr. Peters.

I am,
Yours faithfully,
Signed HY. WILDING.

Messrs. Allan Bros. & Co. U. K. Ltd.
Glasgow

13216 **Defendants' Exhibit 219.**

G. No. 734.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 16th, 1910.

To the Parties:

13217 *Compensation for passengers carried at fighting rates by S.S. "Estonia" Jan. 18th and S.S. "Baltic" Jan. 22nd. (G. 720).*

I received the following bills for passengers carried at fighting rates from

(1) *Russian American Line* for S.S. "Estonia" January 18th (G. 714).

to Rotterdam steerage 227 ad. 12 ch. 8 inf. at $22 regular rate $31; basis rate $30; compensation $8 = 1864

to Rotterdam IIId class 12 ad. 1 ch. 1 inf. at $24 regular rate $33; basis rate $30;
13218 compensation $6 = $ 75

to Libau steerage 32 ad.—ch.—inf. at $29 regular rate $38; basis rate $37; compensation $8 = $ 256

to Libau IIId class 3 ad.—ch. 1 inf. at $31 regular rate $40; basis rate $37; compensation $6 = $ 18

Total 274 adults 13 children 10 infants = $2213

Defendants' Exhibit 219 13219

(2) *White Star Line* for SS. "Baltic" January 22nd.

Compensation due to the ss "Baltic" from New York Jan. 22nd in competition with the ss "Uranium" on 4 adlts @ $8 $ 32

The White Star Line inform me that the 4 passengers were transferred from S.S. Lapland which was appointed to meet the competition of S. S. Uranium as per G. 714; as the rate of the Lapland was $22, the amount of compensation on the basis of $30 = $8 p. ad is correct. 13220

The above amounts are to be divided as follows:

Debitors		Creditors Russ. American Line	White Star Line
Anchor Line	3.74% =	$ 82.77	$ 1.20
Cunard Line	14.37% =	318.01	4.60
Hapag	11.97% =	264.90	3.83
Nasm	5.80% =	128.35	1.86
Lloyd	17.64% =	390.37	5.65
Red Star Line	8.14% =	180.14	2.60
White Star Line	14.73% =	325.97	4.71 13221
American Line	8.29% =	183.46	2.65
Dominion Line	1.44% =	31.87	0.46
Canpac	4.26% =	94.27	1.36
Transat	4.87% =	107.77	1.56
Austro	1.82% =	40.28	0.58
Russamerika	2.93% =	64.84	0.94
		$2213.00	$32.00

13222 *Defendants' Exhibit 219*

In order to avoid the trouble of remitting the small amounts to the White Star Line direct, I beg to suggest to remit both items to the Russian American Line so that the latter has to receive from:

Anchor Line	$ 83.97
Cunard Line	$ 322.61
Hapag	$ 268.73
Nasm	$ 130.21
Lloyd	$ 396.02
Red Star Line	$ 182.74
White Star Line	$ 330.68
13223 American Line	$ 186.11
Dominion Line	$ 32.33
Canadian Pac. Ry.	$ 95.63
Transat	$ 109.33
Austro	$ 40.86
Russamerika	$ 65.78
	$2245.00

which amounts the parties will please pay to the Russian American Line at Libau. The White Star Line's remittance to the Russian American Line is as follows:

13224

	Russian American Line	
	Debit	Credit
	$ 32.	$330.68
Balance due by White Star to Russian American Line	$298.68	
	$330.68	$330.68

Respectfully,
H. PETERS.

(Stamped): Received 18 Feb. 1910 Ansd.

Petitioner's Exhibit 1519. 13225

G. No. 735.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 17th 1910.

To the Parties:

North West Transport Line. (G. No. 732) 13226

S.S. "Volturno" sailed Saturday 12th instant from New York with about 110 steeragers. The fighting steamer "Adriatic" got 223 Continentals.

Respectfully,

P. S. S.S. "Uranium," 8th instant from Rotterdam for Halifax arrived at Plymouth 10th instant with steam pipe damaged. The Holland Amerika Line report that she was still there on 15th, undergoing repairs.

13227

13228 **Defendants' Exhibit 220.**

G. No. 736.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 17th 1910

To the Parties:

Meeting. (G. No. 730)

13229

Referring to G. No. 730 I have to correct a mistake. The meeting will have to be held at London, not at Cologne. Since Minutes 109 which stipulates that the next two meetings are to be held at London there has only been the London meeting of November 25th. The meeting London May 7th 1909 which I had also taken in account was not an A. C. Meeting.

Respectfully,

13230

Petitioner's Exhibit 1520. 13231

G. No. 737.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 17th, 1910.

To the Parties:

Blue Star Line. (G. No. 718)

On this subject the Cie. Gle. Transatlantique send yet the following information:

13232

Blue Star Line "Nous avons pu obtenir quelques renseignements complémentaires sur cette compagnie. La ligne projetée irait de Bordeaux à Philadelphie et rentrerait à Bordeaux via New York. Les agents de la Blue Star Line à Philadelphie seraient MM. L. Rubelli Sons. Les départs de Philadelphie se feraient du Pier 35 South Wharves. On nous a dit que la Blue Star avait affrété le 'Karen,' vapeur norwégien de 1000 tonnes net environ et qu'elle avait acheté le vapeur italien 'Nord America.'

"Nous savons, d'autre part, que la Blue Star Line cherche activement à se procurer des agents dans le midi de la France et en Espagne. Le premier départ eastbound du 'Karen' devait avoir lieu le 28 Janvier dernier. 13233

"Nous continuerons à vous communiquer tous les renseignements que nous pourrons obtenir sur cette nouvelle concurrence."

The S.S. "Nordamerica" ex "Stirling Castle" belonged formerly to "La Veloce;" she was built 1882.

Respectfully

13234 **Petitioner's Exhibit 1521.**

G. No. 737.

ATLANTIC CONFERENCE.

Jena, February 17th, 1910.

To the Parties:

Blue Star Line (G. No. 718).

On this subject the Cie. Gle. Translantique send yet the following information:

13235 "*Blue Star Line.* We have been able to obtain some further information with regard to this company. The proposed Line will go from Bordeaux to Philadelphia and will return to Bordeaux via New York. Messrs. Rubelli Sons will be the agents of the Blue Star Line at Philadelphia. The sailings from Philadelphia will take place from Pier 35, South Wharves. We have been told that the Blue Star have chartered the "Karen" a Norwegian vessel of about 1,000 tons net register and that they have bought the Italian steamer Nordamerica.

13236 "We are also aware that the Blue Star Line are actively endeavoring to obtain agents in the south of France and Spain. The first eastbound sailing of the 'Karen' should have taken place about the 28th January last.

"We shall continue to communicate to you all the information which we shall be able to obtain with regard to this new competition."

The SS. "Nordamerica" ex "Stirling Castle" belonged formerly to "La Veloce;" she was built 1882.

Respectfully,

Defendants' Exhibit 221. 13237

G. No. 738.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 18th, 1910.

To the Parties:

North West Transport Line. (G. No. 735.) 13238

Shipping Gazette 16th instant:

"Plymouth, Feb'y 16,9 25 a. m.
"Uranium (s) sailed for Halifax after repairing machinery."

13239

13240 **Petitioner's Exhibit 1522.**

G. No. 739.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th 1910.

To the Parties:

Arbitration Allan's Newfoundland passengers. (G. 733).

The Allan Line have sent me copy of the follow-
13241 ing letter to Mr. Wilding dated February 16th:

> "We now send you as requested direct our statement of reasons why we think that your award should be altered, and a fresh award in favour of the 'Allan' Line issued instead. We are also sending a copy of the statement to Mr. Peters."

The Statement referred to reads:

Arbitration—Allan Line—Newfoundland Passengers.

The "Allan" Line take exception to the findings of the Arbiter on the following grounds; as a matter of convenience the findings are dealt with in the sequence
13242 they are made:

1. Agreements A.A. and Z have been diligently searched, but no reference can be found to the phrase "British North America;" at the same time it is not admitted that the use of this expression would have had the effect of bringing Newfoundland into the Agreement. In the Leading and controlling Article 1 of Agreement A.A. the traffic dealt with is strictly defined as "the entire steerage traffic * * * *to and via the United States of America and Canada,*" so that the question to be decided is not as stated by the Arbiter, but is, *"Is Newfoundland part of the United States of America or Canada?"*

13243

The "Allan" Line base their claim wholly on this question of fact and all the other points that they have dealt with and deal with now are only brought forward in support of the reasonableness of their contention, and in answer to the statements made against their claim.

2. The question arose because the ruling as the St. Pierre, Newfoundland, drew attention to the blunder made by a member of the clerical staff of the "Allan" Line in having overlooked that Newfoundland was not included in the Agreement, and naturally steps had to be taken to rectify the blunder.

13244

It is admitted, to their shame, that, in common it is feared with all the other members of the Conference, as well as of the Secretary, the "Allan" Line had overlooked that St. Pierre was a French Settlement, but the mistake was pardonable, as in the Conference St. Pierre has always been spoken of as St. Pierre, Newfoundland, and it is so described in the Conference Minutes. The fact, however, that St. Pierre is a French Settlement and not part of Newfoundland, strengthens instead of weakens the "Allan" Line position. My minute 111 "passengers by direct steamers to St. Pierre were held not to come under the Agreements Z and A.A." No other position was possible seeing St. Pierre is not a part "of the United States of America or Canada" and, by parity of reasoning, Newfoundland, being no part of the United States of America or Canada, passengers by direct steamers to and from St. John's, Newfoundland, must necessarily be similarly treated. The Red Star Line, during the arbitration, raised the point as to whether the "Allan" Line passengers were forwarded by *direct* steamers from or to St. John's, Newfoundland, or whether they were *transhipped*—to this the reply was given that the passengers claimed to be free from the

13245

13246 *Peitioner's Exhibit 1522*

pool were purely *local* passengers, booked to and from St. John's only, by *direct* steamers calling there. It may be mentioned that while St. Pierre is only twelve miles off Newfoundland, it is one hundred and ninety miles nearer to Canada than St. John's, Newfoundland, so that under the Arbiter's award passengers to St. Pierre, 190 miles nearer to Canada would be *exempt* from the pool, while those to St. John's Newfoundland, 190 miles *more distant* would be included.

3. As stated on 11th January, no copy of the advertisement commented on was furnished to the "Al-
13247 lan" Line, and until this was done, it seems somewhat irregular for the Arbiter to deal with it. The "Allan" Line have already maintained that the interpretation of a specific agreement could not be affected by the wording of "newspaper or other advertisements," but they have now ascertained from the Anchor Line that the handbill marked A, attached hereto, is that on which their remarks were founded, and they are astonished at these and the comments of the Arbiter on it. The handbill is one issued by the Liverpool agency of the "Allan" Line and the heading is a "block" used for many years, its wording "Allan Line Royal Mail Steamers to Canada," being the designation by which
13248 the Line is most generally known. It so happens that the particular handbill to which the Anchor Line referred *i. e.* that dated 3rd November, 1909, only gave sailings to St. John's N. F. and Halifax, but the same headed handbills of earlier and later date—see copies B and C attached—included sailings to *Philadelphia* so that by the Anchor Line argument, endorsed by the Arbiter, it "would appear the 'Allan' Line itself considers 'To Canada' may cover 'Philadelphia.'" ! ! It may be remarked that all these handbills show clearly that the booking of the passengers to points in the United States and Canada is *via Halifax*.

Peitioner's Exhibit 1522

13249

4. The statement that "The agreed rates for 'Allan' Line" Canadian business have always been charged for Newfoundland "business" is not correct. The Allan Line have frequently, prior to the present agreements, when rates to Canadian ports were low, charged higher rates to St. John's, Newfoundland, although now that rates are at a reasonable level, they have been charging the same rates to St. John's Newfoundland, notwithstanding that the steaming distance to it is so much shorter than to any Canadian or United States port. The justification for doing so is that the service to Newfoundland is a special one, involving the expenses and risk of calling at a special port 13250
en route, a service which is not in competition in any way with any Canadian or United States Service and which consequently does not secure the class of competitive traffic which the pool was designed to cover. With reference to the Arbiter's remarks re free railway tickets from London it is because Newfoundland is out with the Agreement that the "Allan" Line have been free to grant such free tickets to Newfoundland passengers.

5. The "Allan" Line do not admit that their Newfoundland passengers were included in the figures furnished Mr. Peters for 1906 and 1907—unfortunately they have no record of these figures—but in any case, 13251
as stated in the letter of 20th April, 1909, previously cited, of Mr. Henry Allan, who conducted the negotiations:

> "our existing percentages under Agreement 'A.A.' Eastbound and under Agreement 'Z' Westbound, are not based exactly on the actual numbers carried in any stated period. The percentages were arrived at as the result of negotiation and agreement between the parties.

13252 *Peitioner's Exhibit 1522*

> "Minute 62 records that 'The final Westbound and Eastbound percentages were agreed to as shown in Article 3 of the Agreement A.A.'"

The "Allan" Line understand that the effect of this Minute is to bar the raising of any question as to the percentages and this is evidently also the view of the Anchor line, who, in reply to a letter asking them to give particulars of the figures on which they founded their statement as to the percentages allotted the "Allan" Line, wrote on 6th January, 1910, as follows:

13253

> "Agreement A.A. and Z. In reply to your demand for figures that formed the basis for arriving at percentages, we can only remind you that the actual carryings of each Line during the years 1906-7, for all services were tabled at London in February, 1908. The negotiations as to percentages were carried through and completed on figures tabled by each Company *and having been accepted by the Allan Line cannot now in our opinion be called in question.*"

6. This does not state the case correctly. The fact
13254 that any one chose to raise the question of St. Pierre passengers, would not affect the rights of the "Allan" Line under the Agreement, but the point raised and the point decided was not a question of rates, or of it being necessary, because of arrangements with the French Government, to obtain a special Minute *authorizing the exclusion* of the St. Pierre passengers from the pool. What the Conference did was to *declare the fact,* as recorded in Minute 111, "that it is confirmed that passengers by direct steamers to St. Pierre, Newfoundland, *do not come under the Agreements Z and A. A.*"

Peitioner's Exhibit 1522

13255

To have done otherwise the Continental Lines would have completely stultified themselves, as at the Paris Meeting in March, 1909, when the above Minute was passed the Compagnie Generale Transatlantique distinctly stated through Herr Ballin, that their St. Pierre passengers *had never been pooled under their agreement with the Continental Lines,* which had been in existence from 1st January, 1903, although Article 1 of that agreement provides, that "The Lines above named shall divide amongst themselves their *entire* third class traffic from ports between Cronstadt and Bordeaux, both included, *to ports in the United States of America and Canada.*"

13256

7. It has been stated in answer to No. 1 that the phrase "British North America" does not appear in the Agreement and that the "Allan" Line are not aware that it would include Newfoundland, but with regard to the construction of Article 26 of Agreement A.A. the Arbiter is referred to sub-section (b) which states "that for the purposes of the interpretation of Article 26 (a) there have been appended to the various Articles, commentaries with expositions, and it is understood that the same are to be considered to their full extent to form an integrant part of this present Contract."

13257

This interpretation is in accordance, as the Arbiter no doubt knows, with the practice of the ordinary German Acts of Parliament, but if the Arbiter will refer to Article 1, he will find that *there is no commentary* in regard to the interpretation of it, so that in construing it he must act purely on the letter of the Article.

The parties to the Contract must be held to know the Constitution of the different Countries, Colonies and/or States which the Agreement covers.

Newfoundland being a separate Colony, defined as absolutely out with the Dominion of Canada, it is

13258 *Petitioner's Exhibit 1522*

contended that the Arbiter has no power to read the Contract so as to make Newfoundland a part of Canada.

8. It is submitted that the argument used here is quite unsound.

The definition cannot extend the scope of Article 1. The *"Canadian services westbound"* were exempted, as otherwise they would fail to be included in terms of Article 1, but Newfoundland not being included in Article 1 there was no call to exclude the carryings either to or from this Island, any more than
13259 those of the "Allan" Line services to South America.

Generally it may be pointed out that Article 1 is the controlling Article of the whole Agreement and that the subsequent Articles are all executive to Article 1 and simply provide details for carrying out the Agreement between the parties, and that the object of Article 26 is that the spirit of the Agreement should be exercised in construing the executive details of the Agreement, where there is ambiguity, but that the Arbiter has no power to alter or to include in Article 1, traffic not expressly included in it, but must interpret this Article strictly and in accordance with
13260 the law of England.

For these reasons the "Allan" Line contend that the Arbiter should alter his award and should issue an award that the "Allan" Line should be repaid from the pool the monies which they have, through a clerical error, paid into the Pool in the past on account of Newfoundland passengers, and should be exempted from payments for such passengers in future.

ALLAN BROS. & CO. U. K. LIMITED,
per (signed) J. SMITH PARK,
Director.

25 Bothwell Street,
Glasgow, 16th February, 1910.

Respectfully,

Defendants' Exhibit 222. 13261

G. No. 740.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th 1910.

To the Parties:

Thomson Line (G. No. 703)

13262

The White Star Line have received the following letter dated February 15th from their London city office:

> "We understand that the 'Cairnrona' is now fixed to sail again from London for Portland with passengers on the 22nd instant, the sailing having been postponed from the 19th which was the original date fixed.
>
> "We believe that this steamer will secure from 300 to 400 passengers, though the agents are apparently confining their attention to Continental business and are not advertising for any British traffic." 13263

Respectfully,

13264 **Defendants' Exhibit 223.**

G. No. 741.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th, 1910.

To the Parties:

North West Transport Line. (G. No. 738)

13265 The steeragers of the "Uranium" which left Rotterdam on 8th instant (Plymouth on 16th) were composed as follows:

	for U. S. A.	for Canada	Total
From Russia	540	162	702
" Austria	129	63	192
" Hungary	60	27	87
" Bulgaria	9	15	24
" Turkey	—	22	22
" Italy	22	5	27
" Roumania	7	3	10
" Belgium	2	—	2
" Germania	1	—	1
13266 " Servia	—	1	1
	770	298	1068

S.S. "Napolitan Prince" which left New York on 29th January arrived at Rotterdam February 10th where she landed about 100 steeragers of which 18 deported passengers (Poles & Russians).

(Stamped): Ismay, Imrie & Co. Passenger Dept. Received 21 Feb. 1910. Ansd.

Petitioner's Exhibit 1523. 13267

G. No. 742.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th 1910.

To the Parties:

Change in rates.

18268

On account of their excess in the westbound Pool the Hamburg-Amerika Linie will advance next days westbound rates at least those of "Amerika" and "Kaiserin Auguste Victoria" by 10 Marks.

Respectfully,

13269

13270 **Petitioner's Exhibit 1524.**

G. No. 743.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th, 1910.

To the Parties:

North West Transport Line (G. No. 738)

13271

With regard to the "Uranium" the White Star Line received the following letter of 15th instant:

> "The fractured steam pipe was taken on board on Saturday morning but on being tested it gave out, and was finally condemned by the Board of Trade Surveyor. A difficulty was then found in getting a new pipe, although I understand application for same was made to Messrs. Harland Wolff, Southampton (amongst others), but finally it was decided to get a new one made at the Devonport Dockyard, and it is hoped the steamer will now get away to-morrow afternoon."

13272

Respectfully,

Petitioner's Exhibit 1525.

13273

G. No. 744.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 19th, 1910.

To the Parties:

Allan Line New Foundland passengers.

13274

In reference to the letter of the Allan Line to Mr. Wilding in G. No. 733 the Allan Line point out, that in the last paragraph after the words "defined by Statute" it has been omitted to insert:

> "treated as part of another portion similarly defined by Statute."

These words are not contained in the copy of the letter which I received from Mr. Wilding.

Respectfully,

13275

13276 **Petitioner's Exhibit 1526.**

G. No. 745.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 21st, 1910.

To the Parties:

13277 *Allan Line New Foundland passengers. (G. No. 744.)*

With regard to the new statement of the Allan Line as per G. 739 Mr. Wilding writes under date of 18th instant:

> "I have received from the Allan Line a statement of reasons for their asking that the Award concerning Newfoundland Passengers should be re-opened and reconsidered and they inform me that they have sent to you a copy of this statement.
>
> "In order that all parties interested may
13278 have an opportunity of placing before me any statement they may desire to make, I will not proceed to the consideration and decision of this point for 14 days."

I beg to request the parties to send me any counter-statements or comments on the Allan Line's statement early enough as to be in my possession not later than on 1st of March. I take it, that as proposed in G. 683 the Anchor Line will answer for the B. L. if considered desirable.

Respectfully,

Petitioner's Exhibit 1527. 13279

G. No. 746.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 21st, 1910.

To the Parties:

North West Transport Line. (G. No. 743.) 13280

S. S. "Sicilian Prince" which sailed February 6th from New York landed at Rotterdam 90 steeragers on 18th instant. Amongst these passengers were 8 deported (6 Russian, 2 Armenians).

S. S. "Campania" sailed Sunday afternoon 20th instant from Rotterdam with 15 cabin passengers and 1284 steeragers of which 452 for Halifax.

The Holland America Line confirms my supposition that the "Campania" belongs to the Navigazione Generale Italiana. The steamer is said to be chartered for one sailing or according to other informations for 13281 six months.

Respectfully,

H. PETERS.

13282 **Defendants' Exhibit 224.**

G. No. 747.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 21st, 1910.

To the Parties:

13283 *Lloyds Phila.—Balto. Service. (G. No. 729.)*

With reference to G. No. 729 the American Line, Liverpool write:

> "* * * the only criticism we have to make is in respect of the booking inland of passengers landing at Philadelphia at lower rates than the tariff rates from Philadelphia. As you know it is contrary to all precedent and practice to apply the inland rates off one port to bookings via another port from which the inland fares are higher, and we are no more entitled to make use at Philadelphia of the lower inland tariff rates from Baltimore than are
> 13284 the New York Lines to make use of them,—or of the Philadelphia inland tariff rates,—at New York, and we hope that in the future when it is known beforehand that the passengers will be landed at Philadelphia, nothing less than the official inland tariff rates from Philadelphia will be charged."

Respectfully,

Defendants' Exhibit 225. 13285

G. No. 748.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 22nd, 1910.

To the Parties:

Russian Volunteer Prepaids from Libau. (G. 500.) 13286

The Russian American Line sent me a bill for 4/1, 2/2 outstanding Prepaids which they forwarded for the Russia Volunteer Fleet from Libau by the S. S. "Russia" on May 18th, 1909 for which according to byelaw 78 they are entitled to 5/1 @ Rubel 17 = Rubel 85 — 1/2 hereof = Rubel 42.50.

According to the percentages B in G. No. 500 participate in this amount:

Allan Line	with	0.56%	= Rubel	0.24	
Anchor Line	"	3.11%	= "	1.32	
Cunard Line	"	12.57%	= "	5.34	13287
Hapag	"	17.94%	= "	7.62	
Nasm	"	6.07%	= "	2.58	
Lloyd	"	24.26%	= "	10.31	
Red Star L.	"	8.88%	= "	3.77	
White St. L.	"	7.87%	= "	3.35	
American L.	"	6.10%	= "	2.59	
Dominion L.	"	4.09%	= "	1.74	
Transat	"	5.92%	= "	2.52	
Austro	"	2.63%	= "	1.12	
			Rubel	42.50	

4429

13288 *Petitioner's Exhibit 1528*

The Russian American Line inform me that they do not expect that more prepaids for the Russian Volunteer Fleet will come forward so that Byelaw 78 may practically be considered extinct hereafter; will the parties please remit the above amounts to the Russian American Line at Libau.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 25/2 1910 Acknl'd 1910 Answered 1910

13289

Petitioner's Exhibit 1528.

G. No. 749.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 22nd, 1910.

13290 To the Parties:

North West Transport Line. (G. No. 746.)

The Norddeutscher Lloyd send me copy of a circular which the agents of the North West Transport Line have published abroad and which reads as per annex herewith.

Respectfully,

Petitioner's Exhibit 1529. 13291

Annex to G. No. 749 22/2 10

Copy.

NORTH WEST TRANSPORT LINE.

New York, February 5th, 1910.

To our Agents:

We are in receipt of the following cable from our Company:

"Uranium will sail from Rotterdam Monday with 1100 passengers. Have purchased three large twin-screw steamers, which will be placed into service in March. Fix next sailings from New York Volturno, February 12th, Uranium February 26th, Napolitan Prince March 5th, Sicilian Prince March 12th." 13292

Yours truly,

VESSELY & CO.,
Gen'l Passenger Agents.

Steerage to Rotterdam	28.00	Commission	3.00
Cabin to Rotterdam	50.00	"	4.00
*Prepaid Steerage	30.50	"	3.00

13293

*Head-Tax $4.00 additional for each adult, child or infant.

Note. Referring to above circular—rates of commission are erased in ink—and are supposed to be variable as to third class, with $3 as minimum commission.

13294 **Defendants' Exhibit 226.**

G. No. 750.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 23rd, 1910.

To the Parties:

13295 *Lloyd's Phila-Balto Service. (G. No. 747.)*

The Norddeutscher Lloyd write:

"We beg to acknowledge receipt of circular letter G. No. 747 and have taken due note of the remarks of the American Line with regard to the landing of Baltimore passengers at Philadelphia. As we have apparently not expressed ourselves sufficiently clear in our previous letter we beg to repeat that for all passengers who, at the time of booking, are known to be landing at Philadelphia the regular rail fares from that port will of course be applied. On the
13296 other hand there will always be some Baltimore passengers, especially prepaids, of whom we do not know beforehand whether they will be forwarded by direct steamer or by a steamer calling at Philadelphia. In case we should choose to land these passengers at Philadelphia we cannot compel them to pay the difference in the fare as this would be contrary to the existing laws and would consequently bring us in conflict with our Government. The landing of these passengers at Philadelphia would be effected for no other purpose but of avoiding

Defendants' Exhibit 226

13297

to keep them on board during the ship's stay at harbour and because it is cheaper for us to pay the very trifling difference in the railfaire instead of catering for these passengers for 3 or 4 days extra. We really do not see how any Line could possibly be prejudiced by our landing a few *bona fide* Baltimore passengers at Philadelphia simply because it saves us a lot of trouble and responsibility and because it will enable us to avoid unnecessary expenses.

"We therefore sincerely hope that the American Line will withdraw their objection and in this expectation have fixed our Philadelphia rate on a parity with Baltimore, which we could not do however, if such opposition should be maintained."

13298

The Norddeutscher Lloyd informed me yesterday that anticipating the consent of all concerned they had fixed their steerage rate to Philadelphia in conformity with their Balto rate to M 160—(Ppd. $36.50).

I beg to request the American Line, Liverpool, to inform me, whether they maintain their objection.

Respectfully,

13299

13300 **Petitioner's Exhibit 1530.**

G. No. 751.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 25th, 1910.

To the Parties:

13301 *Blue Star Line. (G. No. 737.)*

The White Star Line write:

"*Blue Star Line.*

"We beg to give you the following copy of letter received by us from our Agent at Bordeaux regarding this Line:

"'I understand that the German steamer "Ascania," 1292 tonneaux register has just been chartered on time for account of that concern. The vessel is expected at the end of this month at Bordeaux with a cargo of rice
13302 from Saigon and after discharging her cargo will load on a berth for New York. I understand that the charter money has been sent by cable from New York.'

"We have also heard from our Agents at Madeira that it is intended to call these steamers at Funchal and Ponta Delgada. They write us as follows:

"'We beg to confirm our last of yesterday and now beg to inform you for your future guidance, that the new Line of steamers (The

Petitioner's Exhibit 1530

13303

Blue Star Line) is already selling 3rd class tickets in New York for one of their steamers to call here shortly to take all the passengers offering and sailing direct from here to New York, calling perhaps at the Azores if a good number of passages offering there.'

"The information that has been sent to you hitherto, however, indicates that their steamers are not likely to prove very serious competitors in the passenger business, although they may be disturbing factors in the trade."

The Norddeutscher Lloyd write: 13304

"Enclosed we beg to hand you a circular of the Blue Star Line giving the dates of departures from New York up till end of August. As has already been reported, the first sailing, which was fixed for February 5th, had to be dropped, but we are informed that the s. s. 'Notre Dame de Lourdes' June 4th, and 'Jeanne D'Arc' June 25th, are fully booked up in the Cabin. The 500 I class return tickets advertised at the reduced rate of $50 have been disposed of and the Company is said to be now advertising a round trip cabin rate of $70 to Bordeaux and of $85 to Paris." 13305

The circular to which the Nordd. Lloyd refer is the same of which copy is given in G. No. 672.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Feb., 1910. Ansd.

13307 **Defendants' Exhibit 227.**

G. No. 752.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 25th, 1910.

To the Parties:

13306 *Lloyd's Phila.-Balto service. (G. No. 750.)*

In G. No. 750 page 2 I regret to say an error has occurred in so far as the Nordd. Lloyds' rate to Baltimore is not M 160, but M 150; the analogous rate to Philadelphia proposed by the Nordd. Lloyd is therefore M 150—which I beg to request to correct; the prepaid rate remains unchanged.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 Feb. 1910 Ansd.

13308

Defendants' Exhibit 228. 13309

G. No. 753.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 26th, 1910.

To the Parties:

A. C. Meeting. (G. 736.) 13310

With reference to the next meeting no line has objected to postponing it, but as to the proposed date, April 5th Lloyd write that they could not possibly attend on that date owing to their annual meeting of shareholders taking place in that week and they trust it will be equally convenient for the Lines to have the meeting fixed for the next week.

If no objections received until March 5th I take it that April 14th will be convenient to all.

Respectfully,

13311

13312 **Petitioner's Exhibit 1531.**

G. No. 754.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 26th, 1910.

To the Parties:

13313 *Pool Adjustment. (G. 731.)*

In reply to circular letter G. No. 731 the Norddeutscher Lloyd write:

> "* * * that we are perfectly willing to discuss a further increase of the second class rates and we would suggest that this question be placed on the Agenda of next Meeting."

Anticipating the consent of the parties I have noted the subject for discussion at the next meeting. I beg to draw the attention of the parties to the fact that up to February 15th there is an increase of 1619 passengers = 19.59% in the number of the westbound
13314 second class passengers against 1909.

Respectfully,

Defendants' Exhibit 229. 13315

G. No. 755.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 26th, 1910.

To the Parties:

Thomson Line. (*G. 740.*) 13316

The Cunard Line write that according to their information the "Cairnrona" left London on the 22nd instant with 230 emigrants, all of whom they believe are Continentals.

Respectfully,

H. PETERS.

13317

13318 **Defendants' Exhibit 230.**

G. No. 756.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, February 28th, 1910.

To the Parties:

Lloyd's Phila.-Balto. Service. (G. No. 752.)

13319

With reference to G. No. 747 the Anchor Line write:

> "Lloyds Phil. Balt. service. We have perused the letter sent to you by the American Line Liverpool dealing with the Lloyd's forwarding passengers inland from Philadelphia, at the inland tariff rates *from Baltimore*. We desire to associate ourselves with the view of this proceeding, taken by the American Line.
>
> "Passengers landed at Phila, or any other port should at times be charged the current inland rates from the port to their destination and
13320 we trust that the Lloyd Co. will agree for the future to depart from any other course, *than* the above established practice."

The American Line Liverpool write:

> "Your G. 750 of 23rd inst. to hand, and we are obliged for the amplified explanation now given, including the assurance that for all passengers who it is known at time of booking will be landed at Philadelphia, the Philadelphia tariff inland fares will be charged, which presumably will include all Cash passengers book-

Defendants' Exhibit 230

13321

ing for the sailings which are fixed for the Philadelphia call.

"We quite understand that there may be a few Baltimore passengers, especially Prepaids, to be dealt with at Philadelphia, but our criticism was not intended to apply to them, the hope we expressed being that

" 'When it is known beforehand that the passengers will be landed at Philadelphia, nothing less than the official inland tariff rates will be charged.'

"We consider the Lloyds assurance now given quite covers the ground we intended to cover."

13322

May I ask the Anchor Line whether the explanation given by the Norddeutscher Lloyd in G. No. 750 can change their above standpoint.

Respectfully,

13323

13324 **Petitioner's Exhibit 1532.**

G. No. 757.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 1st, 1910.

To the Parties:

Blue Star Line. (G. No. 751.)

In pursuance to G. 751 I have received from the White Star Line copies of communications of their
13325 Madeira agents together with copy of the notice to which the latter refer, which read as follows:

Extract from letter received by the White Star Line from their Madeira agent dated February 14th, 1910.

By the newspapers attached you will see other Lines of steamers advertised to call here soon to take passengers direct to Newyork calling also at the Azores to pick up some more passengers there. We trust you will watch the motion of the new Company.

The following is translation of the newspaper above referred to:

13326

NEW STEAMSHIP COMPANY.

The North American newspaper announce the formation of a new steamship Company which will be called the Blue Star Line and has been provided with French capital which proposes to establish a passenger service between America, the Azores, Madeira, Libson and Bordeaux. The new company which will inaugurate this service within a short period has two large transatlantic steamers building and the launching of these vessels will shortly be performed.

Petitioner's Exhibit 1532 13327

Copy of communication dated February 18th, 1910 received by the White Star Line from their Madeira agents.

Another party came to our office to day enquiring ii could travel by your steamers with the tickets issued in New York, by the Blue Star Agency (new line of steamers) as per information attached, and we simply replied to this party, as done to the others before.

We beg to commend our detail information to your best attention.

IMPORTANT INFORMATION. 13328

COMPAGNIE FRANCO-NORD AMERICANE DE NAVIGATION A VAPEUR,

1 Cours du Chapeau Rouge

Bordeaux.

General Agents in New York
Corsi Zumsteg & Co.,
67 Pearl Street,
New York.

Ticket No. 1198 issued by Frank C. Silva, Inr. dated New York January 24th, 1910 for Jose Pereira Inr. to sail from here direct for Lowell, Mass. payment 13329
$30; 3rd class.

In this connection I beg to promulgate a notice of a Berlin paper "The Lokalanzeiger" of yesterday which has a report from New York that a big swindle has been disclosed there. A New York Bordeaux S. S. Line advertised cheap tickets and sold thousands of them all over the country. The Line however did not exist at all. All participating in the business have escaped to Europe. The office has been closed.

In reading this report it strikes one, whether it might relate to the Blue Star Line.

Respectfully,

13330 **Defendants' Exhibit 231.**

G. No. 758.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 1st, 1910.

To the Parties:

13331 *Mitrovitz & Bonuschevatz Belgrad.*

The Norddeutscher Lloyd have received information that the firm of Mitrovitz & Bonuschevatz of Belgrad Servia are booking passenger for the North West Transport Line which is corroborated by the fact that amongst the passengers for the North West Transport Line which passed Antwerp on February 6th there was a number from Mitrovitz & Bonuschevatz.

In view hereof I beg to ask whether there is perchance one of the A. C. Lines in connection with the above firm by whom influence might be used to prevent them from booking any more passengers for the
13332 North West Transport Line.

Respectfully,

Defendants' Exhibit 232. 13333

G. No. 759.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 2nd, 1910.

To the Parties:

North West Transport Line. (G. No. 749.) 13334

The "Volturno" 12th February from New York arrived at Rotterdam February 24th with about 150 passengers, amongst which were 13 deported passengers (Armenians & Russians).

The "Sicilian Prince" sailed 1st March from Rotterdam with 8 cabin passengers and 751 steeragers of which 227 for Halifax.

Respectfully,

13335

13336 **Petitioner's Exhibit 1533.**

G. No. 760.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 2nd, 1910.

To the Parties:

With reference to the Cunard Line's advance of their steerage rate off Hamburg & Bremen to M 180 on 14th February the Holland America and the Hamburg America Line had asked for an explanation in
13337 view of the Cunard Line being short. The reply was that the rates had been advanced owing to steamers accommodation being overbooked.

The Hamburg America Line now write:

> "The circumstance that some steamers were full, cannot justify the Cunard Line in raising their rates as long as they are a minus-party. Moreover, the Cunard Line reduced their rates as recently as the 21st of February for the 'Lusitania,' because they were unable to attract sufficient passengers. In view of some of their steamers being full the Cunard Line have already taken the only reasonable course
> 13338 by requesting Hamburg and Bremen not to book passengers for these steamers. With reference to Commentary to Article 11 Paragraph a, we must ask the Cunard Line to withdraw their advance and to leave it to the plus-parties to bring about an adjustment by raising the rates. Please inform us whether the Cunard Line is agreeable to this."

I shall be glad to learn what the Cunard Line has to say.

Respectfully,

Defendants' Exhibit 233. 13339

G. No. 761.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 7th, 1910.

To the Parties:

Blue Star Line. (G. No. 757.)

I beg to promulgate the following translation of a cutting from the Paris-Journal of February 28th which I received from the White Star Line: 13340

"SWINDLE.

"A Travelling Agency which takes a dive.

"New York, Feb. 27th (from our own Correspondent).

"The 'World' states that the Federal Govt. has started an enquiry with regard to a remarkable swindle. Some hundreds of persons have been the dupes of a promotor of cheap excursions to Europe and in particular to Paris. This affair was discovered some little time ago, and the police are looking for the swindler, a man named Louis Duverrier, who, of course, 13341 has lost no time in disappearing.

"It is said that the Franco-American Co. founded by Louis Duverrier, which advertised the imminent departure of its two steamers: 'Notre Dame de Lourdes' and 'Jeanne d'Arc' has secured over 360,000 francs (£14,400).

"The Offices which were situated in one of the principal streets are now closed, and it is thought that Duverrier and his accomplices have returned secretely to Paris.

"All the books and advertising matter have been seized."

Respectfully,

13342 **Petitioner's Exhibit 1534.**

G. No. 762.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 7th, 1910.

To the Parties:

Allan Line New Foundland passengers. (G. No. 745.)

13343 I received today copy of the following letter which Mr. Wilding addressed to the Allan Line on 4th instant:

NEWFOUNDLAND PASSENGERS.

"I have very carefully considered all the statements and weighty arguments put before me in the document which accompanied your letter of the 16th ult.

"If these statements and arguments had been before me at the time I made my Award I might, in some respects, have varied the phraseology of that Award but the conclusions reach-
13344 ed would have remained as therein expressed and I should still have felt obliged to award that the East-bound Steeragers from Newfoundland and the West-bound Continental Steeragers to Newfoundland are included under Agreements AA and Z and that the Allan Line should return them to the Pool.

"I therefore do not consider that cause has been shown satisfactory to me for re-opening and reconsidering the Award and I decide that the Award as made must stand."

Respectfully,

Defendants' Exhibit 234. 13345

G. No. 763.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 8th, 1910.

To the Parties:

Lloyd's Phila.-Balto. service (G. No. 756.) 13346

The Hamburg America Line write:

"*Circular Letter G. No. 756:* The representations of the American Line and Anchor Line we must endorse. In our opinion it does not make any difference whether passengers decide, before or after departure, to land at Philadelphia. Article 1 and Minute 18 make it quite clear that in all cases when passengers leave the ship at Philadelphia, they must have paid exactly the fare Bremen-Philadelphia-destination and not for instance, the fare Bremen-Baltimore-destination. Differences in fare, if any, 13347
would have to be paid additionally or refunded before passengers leave the ship. It is a well known fact that the collection of the difference also takes place when passengers change during the voyage from the fourth class to the third or from the third class to the second etcetera. We cannot therefore see why in the present case exceptions should be made."

Respectfully,

13348 **Defendants' Exhibit 235.**

G. No. 764.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 9th, 1910.

To the Parties:

Payments for February.

13349 According to Form 30, No. 2, the following payments have to be made:

Continental Lines		to	Anchor Line	£ 567.—.—
"	"	"	American Line	" 2541.—.—
"	"	"	Dominion Line	" 5486.—.—
"	"	"	White Star Line	" 7509.—.—
"	"	"	Cunard Line	" 8434.—.—
"	"	"	Donaldson Line	" 84.—.—
Allan Line		"	Anchor Line	" 12.—.—
Canadian Pacific Ry. Co.		"	American Line	" 652.—.—
				£25285.—.—

13350

Payments passing through this office are effected as soon as the total amount has been received. So much with regard to comments on delays that recently have been made. Will the Lines please attend to Article 8-a.

Respectfully,

(Stamped): North Atlantic Passenger Conference
Received 11-3-1910 Acknl'd 1910
Answered 1910

Defendants' Exhibit 236. 13351

G. No. 765.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 9th, 1910.

To the Parties:

North West Transport Line. (G. No. 759) 13352

The steeragers which were forwarded with "Sicilian Prince" from Rotterdam February 28th to Canada & U. S. A. were composed as follows:

	for U. S. A.	*for Canada*	*Total*
From Russia	443	53	496
" Austria	73	27	100
" Hungary	50	1	51
" Turkey	38	9	47
" Bulgaria	19	7	26
" Roumania	5	—	5
" Italy	5	12	17
" Germany	7	—	7
" Holland	—	2	2
	640	111	751

13353

13354 **Petitioner's Exhibit 1535.**

G. No. 766.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 9th, 1910.

To the Parties:

Measures for adjustment. (G. No. 760.)

13355 In pursuance of G. No. 760 I have still to promulgate the following telegram from the Hamburg American Line which preceded their letter in G. No. 760:

> "Please explain advance of Cunard's Hamburg and Bremen rate. Cunard are short in their share. Minus parties under certain circumstances might be entitled reduce rates, but by no means have the right to advance rates. Refer commentary to article eleven prescribing pool to be adjusted by Plus parties advancing rates."

To this the Cunard Line have now replied:

13356 > "We are in receipt of your G. No. 760 and note copy of communication from the Hamburg America Line. As already mentioned, our steamers have been overbooked for some time. The underlying idea of the Pool being to increase revenue, and as prompt action was necessary, there was no other course open to us but to increase our rates. Even this, however, has not had the desired effect.
>
> "The question of the 'Lusitania's' rate was dealt with in ours of the 2nd instant."

Petitioner's Exhibit 1535

On February 26th an advance of the Dominion Line's continental rates was advised and upon receipt the Hamburg American Line wired: 13357

> "Private representations having proved futile we hereby officially protest against Dominion Line raising its rates although Minus party an adjustment can be desired but according paragraph A commentary article eleven unless different decision be arrived at by general resolution can only be effected by advance of Plus parties this for instance has already been done by Hapag willingly we beg you request Dominion re-establish *status quo ante.*" 13358

On March 4th an advance of continental steerage rates by the American Line and on March 5th by the Allan Line was advised. With reference to these advances the Hamburg American Line wired:

> "We are sorry to be obliged to protest against advances of Lines being short in their shares."

The Dominion Line wired yesterday that they were writing and upon receipt I shall circularize their reply.

Respectfully,

13359

13360 **Defendants' Exhibit 237.**

G. No. 767.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 10th, 1910.

To the Parties:

Blue Star Line. (G. No. 761)

13361 The White Star Line send the following communication of their Bordeaux Agent with respect to the above, which will no doubt be of interest to the Lines:

> "The Cie Franco Nord-Americaine has turned out to be a fraud. However, as I have informed you before, the 'Ascania' has been chartered and I understand from the loading broker that it is very possible that she will make the voyage to New York with about 1000 tons old iron and about 400 casks porcelain and some general cargo.
>
> "I am also told that a cargo of Indian corn for Bordeaux is ready in America. In these
> 13362 conditions the charter money being Fcs. 12.500 per month and 10.000 francs having been paid in advance by charterers, the difference to the credit of the ship is only Fcs. 2500 and as the inward cargo will be freight payable at destination it is very possible that the Captain will risk making the round voyage as he will either have a lien on the cargo or collect the freight for his own account.
>
> "The vessel is expected here in two or three days."

Respectfully.

Defendants' Exhibit 238. 13363

G. No. 768.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 10th, 1910.

To the Parties:

Lloyd's Phila.-Balto. Service. (G. No. 763)

The Norddeutscher Lloyd write:

"We beg to refer to circulars No. 756 and 763 from which we gather that the American 13364
Line have withdrawn their objection but that the Anchor Line apparently still uphold their protest and that the Hamburg-American Line have since joined them therein.

"From the remarks of the Hamburg-American Line we are inclined to suppose that they have not yet fully grasped the essence of our proposal. When a passenger, *upon his own request*, is transferred from the steerage to the third class, or when a passenger booked to or via Baltimore insists upon being landed and forwarded via Philadelphia, he has certainly to pay the difference in the fare. But if, ow- 13365
ing to our direct Baltimore steamer being full, or for some other reason, we find ourselves compelled to forward a Baltimore passenger by indirect steamer, and if we then decide to land this passenger at Philadelphia rather than keep him another three or four days on board; in other words, if we land a Baltimore passenger at Philadelphia possibly against his wishes but in any case *not* upon his request, we can hardly be expected to make him pay any difference in the fare.

13366 *Defendants' Exhibit 238*

"To prevent us from adopting this course would mean forcing upon us considerable extra expenses for keeping passengers waiting here, or for retaining them on board 3 or 4 days longer than necessary, and it would further expose us to the risk of having to pay heavy penalties in case passengers should manage to escape while the steamer is berthed at Philadelphia. We rather feel that this would not be treating us fairly nor in accordance with the spirit of the contract, especially as our landing
13367 a few Baltimore passengers at Philadelphia cannot in any way prejudice the interests of the other Lines and certainly not those of our Hamburg friends, who are not directly interested in the passenger service to either Baltimore or Philadelphia.

"Besides this we fail to see why we should not be allowed to do what other Lines are doing. If our directing some Baltimore passengers via Philadelphia were contrary to the Agreement, how can it then be legal for the White Star Line and Cunard Line, and probably other British Lines as well, to offer third class passengers free transportation between
13368 New York Boston and Philadelphia? This practice has been going on ever since Agreement A.A. existed, and as far as we know, it has never been intimated that this was contrary to Art. 1 and Minute No. 18.

"As our Philadelphia service will soon be inaugurated, we would thank you to at once circulate this letter, asking the Lines for a definite reply by wire. In case our request should still be refused, we would very reluctantly be compelled to fix our Philadelphia rate at Marks 146, whereas, otherwise we should prefer to fix

Defendants' Exhibit 239 13369

it at par with Baltimore, as stated in Circular letter 750."

As requested by the N. D. L. the parties will please let me have their reply to above letter by wire.

Respectfully,

Defendants' Exhibit 239.

G. No. 769.

13370

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 10th, 1910.

To the Parties:

North West Transport Line. (G. No. 765.)

The "Uranium" sailed Tuesday March 8th from New York with 125 steeragers.

13871

Respectfully,

P. S. Telegram from Hapag 10:3. 12:4 P. M.

"New York kabelt: Uranium advertised to sail hence February twenty-sixth sailing postponed till March third then March fifth sailed March eighth with about two hundred fifty steeragers net rate about twenty booking passengers for all dates. Rhein sailed March fifth three hundred seventy-three at twenty-six less two."

13372 **Petitioner's Exhibit 1536.**

G. No. 770.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 10th, 1910.

To the Parties:

13373 *Measures for adjustment. (G. No. 766.)*

Referring to G. No. 766 I received today the following reply from the Dominion Line:

"We have your telegram of the 5th instant, regarding the recent advance in our Westbound Continental rate, and as we telegraphed to Hapag on the 4th instant, we do not agree that the alteration, under the special circumstances, is in any way contrary to either the spirit or the letter of Agreement A.A.

"It is quite true that at the moment we are minus parties, but as we pointed out to Hapag
13374 that is the result of the earlier passenger movement from the Continent, and we might also add, to the reluctance of the Continental Lines to increase their steerage rate (see your G. 722, 727, etc.) at a time when we had space available and could have carried extra passengers. Now the travel to Canada has set in very strongly, and our S.S. 'Canada' on the 3rd instant sailed quite full. We have already to stop booking for our sailings up to and including the 'Canada' April 7th, with the prospect of full ships for some little time to come,

Petitioner's Exhibit 1536

13375

and we have further arranged for an additional steamer for April.

"Under these circumstances we do not understand Hapag's objection to the change in our Continental rate, which is not for pool adjustment purposes. Should we reduce our rate we could not carry more passengers than we are doing at present, and there is nothing in the agreement, as we read it, to prevent any Line obtaining the best rates possible, when advancing rates does not prejudice it's carryings to the detriment of the other Companies."

13376

Respectfully,

13377

13378 **Defendants' Exhibit 240.**

G. No. 771.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 11th, 1910.

To the Parties:

13379 *Payments with Russian East Asiatic S. S. Co.*

According to Form 35, No. 2 I beg the Russian East Asiatic S. S. Co. to make the following payments for February direct to the respective Lines:

To Continental Lines	£ 117.—.—
" Allan Line	" 3.—.—
" Anchor Line	" 7.—.—
" American Line	" 14.—.—
" Dominion Line	" 7.—.—
" White Star Line	" 20.—.—
" Cunard Line	" 27.—.—
" Canadian Pacific Rly. Co. ...	" 1.—.—
13380	£ 196.—.—

Respectfully.

Defendants' Exhibit 241. 13381

G. No. 772.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 11th, 1910.

To the Parties:

Blue Star Line. (G. No. 767) 13382

The White Star Line send me the annexed translated copy of a newspaper cutting received from their Bordeaux agent.

I think further news of what has been going on, *in the past* with this concern will not be of much interest to the Parties, but of course the development of the Line *in the future* will require attention.

Respectfully,

13383

13384 *Defendants' Exhibit 241*

THE AMERICANS' EUROPEAN TOUR.

Bordeaux, March 2nd.

(By Telegram from our special correspondent.)

The noise made by the American newspapers in connection with the bankruptcy of a travel agency has spread as far as this place. It is known that many Americans had placed money with this agency in the hope of being able to perform the famous "European Tour" which is the dream of every citizen of the
13385 United States. At the last moment the organizers of this agency failed to keep their obligations.

I have been able to interview at this place, M. Louis Duverrier whom the newspapers accuse in connection with the matter and who they say absconded with the money entrusted to him. "I am so far from being deserving of suspicion" he said to me, "that I have myself been duped in this regrettable affair. I have just seen the Chief of the service of Public Security and the American Consul of Bordeaux and had no difficulty in proving my integrity. The seizure which has been spoken of was effected at my own order on account of the disappearance of my authorized agent.
13386 This latter person has, in fact, misappropriated a total sum of about Frs. 20.000, but this money has been guaranteed by me who am not in flight and who will keep my obligations."

M. Louis Duverrier is in fact occupied at the present moment in loading a vessel which is in the Bordeaux roads and if he seems annoyed by the unfortunate affair, he is not at all uneasy.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 14 Mar. 1910 Ansd. .....

Defendants' Exhibit 241a. 13387

G. No. 773.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 12th, 1910.

To the Parties:

North West Transport Line. (G. No. 769) 13388

The Holland America Line have informed me that they appointed the N. D. Lloyd steamer "Darmstadt" 19th inst. opposing steamer to the "Campania" which had been advertised to sail on said date. The rate for her has been stipulated by the Holland America Line at $27.—less $2.—Commission against a rate of $28. —less $3.—advertised for the "Campania."

In pursuance to the P. S. in G. No. 769 the Holland America Line telegraph that the "Uranium" had left New York on the 8th inst. with 300 steeragers instead of 125 as the first report stated.

The following is a list of eastbound departures made up in accordance with the itineraries so far at hand, 13389 which will be completed, as soon as the sailing lists also of the Red Star Line, Russian American Line. White Star & American Lines, Cunard & Anchor Line are received.

March 19th President Grant, Darmstadt
" 22nd Ryndam, Kronprinzessin Cecilie
" 23rd Birma
" 26th Amerika
" 29th Potsdam
" 31st George Washington

13390 *Defendants' Exhibit 241a*

April	2nd	Pretoria
"	5th	Nieuw Amsterdam, Kronprinzessin Cecilie
"	9th	Graf Waldersee
"	12th	Noordam
"	14th	Rhein
"	16th	Kaiserin Auguste Victoria
"	19th	Rotterdam, Kaiser Wilhelm der Grosse
"	21st	Blücher, Prinz Friedrich Wilhelm
"	23rd	President Lincoln
"	26th	Ryndam, Kronprinzessin Cecilie
"	28th	Cincinnati, Zieten
"	30th	Amerika.

13391

I suppose Lines sailings from other ports but New York cannot be considered for this kind of business.

Respectfully,

13392

Defendants' Exhibit 242. 13393

G. No. 774.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 12th, 1910

To the Parties:

Lloyd's Phila--Balto. service. (G. 768) 13394

On this subject write the Hamburg American Line:

"We beg to refer to circular-letter G. 768. It is true that, in the first instance, we had misunderstood the Norddeutscher Lloyd, but concerning the intention as set forth in circular-letter G 768 we have also misgivings; on the one hand for order's sake, and, on the other, because we fear an unfavorable effect on the formation of rates. If the Lloyd were to have the right to quote equal rates to New York, Baltimore, Boston and Philadelphia, the other Lines would also soon claim the same privilege. The proceeding of other Lines mentioned by the Lloyd we have always regretted as an unnecessary sacrifice of earnings and we were under the impression that it no longer existed nowadays. If a Baltimore steamer, on the passenger's reaching the port of embarkation, should be full, the passengers, instead of waiting until the next sailing, would rather pay in addition the small difference in rates, but, when a passenger is already on board, he holds his contract and, according to the law, must be 13395

13396 *Defendants' Exhibit 242*

forwarded in conformity with the tenor of that contract. To Lloyd's proposed expedient to fix the Philadelphia rate at Marks 146, we should have no objection to make."

I further received the following telegram from the Holland America Line:

"G. 768. We suppose that whenever Lloyd steamers called at Newyork on way to Baltimore landing passengers partly at Newyork and partly at Baltimore which frequently occured Lloyd charged Newyork railtariff to
13397 those landing at Newyork and Baltimore railtariff to those landing at Baltimore according to Lloyd's obligations under agreement Philadelphia now taking place of New York we fail to see how this alters Lloyd's situation."

Respectfully,

13398

Defendants' Exhibit 243. 13399

G. No. 775.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 14th, 1910.

To the Parties:

Mitrovitz & Bonuschevatz, Belgrade (G. No. 758.) 13400

With reference to the above firm which works for the North West Transport Line the White Star Line write as follows:

> "....., we have communicated with our Continental agents and they disclaim any connection with the firm named above, with the exception, however, of our Basle agent who writes us as follows:
>
> " 'In reply to your favour of the 3rd March we are surprised to hear that Messrs. Mitrovitz & Bonuschevatz, Belgrade, are booking passengers for the North West Transport Line. 13401
> We are immediately writing to them and hope they will discontinue such bookings.' "

I beg to request the parties who have not yet replied to G. 758 to do so now, or if they have no connection with the firm of Mitrovitz & Bonuschevatz kindly to say so.

Respectfully,

13402 **Defendants' Exhibit 244.**

G. No. 776.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 14th, 1910.

To the Parties:

13408 *North West Transport Line. (G. No. 773.)*

The exact number of the total of steeragers forwarded by S. S. "Campania" on February 20th from Rotterdam to Canada and the U. S. A. is 1296 against 1284 reported in G. No. 746.

The steeragers were composed as follows:

	for U. S. A.	*for Canada*	*Total*
From Russia	688	73	761
" Austria	220	137	357
" Hungary	78	—	78
" Turkey	8	49	57
" Bulgaria	23	1	24
13404 " Italy	6	4	10
" England	—	5	5
" Armenia	—	2	2
" Servia	2	—	2
	1025	271	1296

Defendants' Exhibit 245. 13405

G. No. 777.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 15th, 1910.

To the Parties:

North West Transport Line. (G. No. 776) 13406

The Hamburg American Line have the following cable from New York:

> " 'Campania' hence March twelfth, about one hundred ninety steerage net rate about twenty two dollars 'Adriatic' March twelfth two hundred sixty Continental steerage of which two hundred at twenty-seven less two, balance thirty-five less two, twenty-seven rate only effective one day."

The parties are aware that according to G. 773 the "Campania" originally was appointed to leave New York a week later on the 19th inst. 13407

"Volturno" left Rotterdam yesterday night with 27 passengers in cabin and 1007 steerage of which 412 for Halifax.

Respectfully,

13408 **Petitioner's Exhibit 1537.**

G. No. 778.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 16th, 1910.

To the Parties:

13409 *Allan Line New Foundland passengers. (G. No. 762.)*

From Mr. Wilding I received copy of the following letters:

Henry Wilding Esq.,
The Moorings,
Bassett, Southampton.

25, Bothwell Street,
Glasgow 8th March 1910.

Dear Sir,

Newfoundland Passengers.

13410 With regard to your letter of the 4th instant, we are somewhat surprised and disappointed that, considering we traversed each point in your award of 17th January last, you should not have dealt specifically with our arguments, but should have simply reaffirmed your award. As your decision seems to us to strike at the whole basis of the Agreement, and would apparently permit an arbiter to drive a coach and four through the Agreement, inasmuch as in effect you declare your right to deal with passengers to and from a place which cannot by any possibility be shown to be covered by the terms of the Agreement, we venture to suggest the desirability, before formally reaffirming your award, that you should take Counsel's opinion

Petitioner's Exhibit 1537

13411

as to whether or not it is *intra vires* under the Agreement for you to deal with the question of Newfoundland passengers.

Yours truly,
ALLAN BROS & CO. U. K. LIMITED
(Signed) per I. Smith Park,
Director."

March 11th, 1910.

Dear Sirs:

I am favored with yours of the 8th inst. and regret you are disappointed with mine of the 4th inst. 13412

All I had to do was to decide whether or not satisfactory cause had been shown to justify my re-opening and re-considering the Award and having decided in the negative there was no reason for a long communication and as far as I am concerned, the matter is now at an end.

Any further communication on the subject should, I think, be addressed to the Secretary of the Conference.

Yours faithfully,
signed HY. WILDING.

Messrs. Allan Bros. & Co. U. K. Ltd.
25, Bothwell Street
Glasgow. 13413

Respectfully.

13414 **Defendants' Exhibit 246.**

G. No. 779.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 17th, 1910.

To the Parties:

13415 *Compensation for passengers carried at fighting rates by S.S. "Prinzess Irene" Decbr. 30th, 09, S.S. "Kronprinz Wilhelm," Jan. 22nd, 09, "SS. President Lincoln," Jan. 29th, 09, "President Grant," Feb'y 5, 09. (G. 734)*

I received the following bills for passengers carried at fighting rates of

1) Norddeutscher Lloyd:

SS. "Kronprinz Wilhelm," 22/1 off Newyork.
8/1 passengers

at fighting rate	$22.—	
regular rate	$40.—	
13416 Compensations rate	$ 8.—	$ 64.

Transferred from SS. "Lapland" (Fighting Steamer against SS. "Uranium.")

Regarding these 8 passengers the Nordd. Lloyd inform me that they were forwarded by the "Kronprinz Wilhelm" upon request of the Small Committee, as they had missed the opposition steamer "Lapland." The latter steamer had been appointed fighting steamer against the "Uranium" as per G. No. 714.

The Norddeutscher Lloyd further send bill for:

Defendants' Exhibit 246 13417

"Prinzess Irene," 30/12.09 from Newyork:
266/1, 15/2, 4/0 passengers

	at fighting rate	$24.—	
	regular rate	$33.—	
273½	Compensations rate	$ 6.—	$1641.—

The "Prinzess Irene" had been appointed fighting steamer against the "Volturno" January 1st in accordance with G. 695.

The total amount claimed by the Norddeutscher Lloyd in therefore $1705.—

2) The Hamburg American Line send bills for: 13418

passengers carried at fighting rate by S.S. "President Lincoln," January 29th 1910 from New York. (G. 716)
412/1, 26/2, 10/0 passengers,

fighting rate	$22.—
regular rate	$35.—
compensation rate	$ 8.—

Total: 425/1 @ $8.— ..... $3400.—

and passengers carried at fighting rates by S.S. "President Grant," February 5th 1910 from New York. (G. 724) 13419
563/1, 39/2, 22/0 passengers,

fighting rate	$22.—
regular rate	$35.—
compensation rate	$ 8.—

Total: 582½×$8.— ..... $4660.—

Total: $8060.—

13420 *Defendants' Exhibit 246*

The amounts liquidated are to be divided as follows:

Debitors:		Creditors:	
		Norddeutscher Lloyd	Hamburg American Line
Anchor Line	3.74%	$ 63.77	$ 301.45
Cunard Line	14.37%	245.01	1158.22
Hapag	11.97%	204.09	964.78
Nasm	5.80%	98.89	467.48
Lloyd	17.64%	300.76	1421.78
13421 Red Star Line	8.14%	138.79	656.08
White Star Line	14.73%	251.15	1187.24
American Line	8.29%	141.34	668.17
Dominion Line	1.44%	24.55	116.06
Canpac	4.26%	72.63	343.37
Transat	4.87%	83.03	392.52
Austro	1.82%	31.03	146.69
Rusamerika	2.93%	49.96	236.16
	100.00	$1705.—	$8060.—

13422 The bills of the Norddeutscher Lloyd are still subject to verification, whilst those of the Hamburg American Line have been audited.

Will the Lines please pay the above amounts to the creditors as above.

Respectfully,

Defendants' Exhibit 247. 13423

G. No. 780.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 17th, 1910.

To the Parties:

North West Transport Line.

In pursuance to G. No. 773 I hereafter beg to give the completed list of eastbound departures from New-york. 13424

March	19th	President Grant, Darmstadt St. Louis, Baltic, California, Zeeland.
	22nd	Ryndam, Kronprinzessin Cecilie,
	23rd	Birma, Mauretania
	26th	Amerika, Oceanic, Cedric, Furnessia, Lapland
	29th	Potsdam
	30th	Lusitania
	31st	George Washington
April	2nd	Pretoria, Philadelphia, Laurentic, Columbia, Kroonland
	5th	Nieuw Amsterdam, Kaiser Wilhelm II.
	6th	Lituania, Campania 13425
	9th	Graf Waldersee, Adriatic, Caledonia, Finland
	12th	Noordam
	13th	Mauretania
	14th	Rhein
	16th	Kaiserin Aug. Victoria, Baltic, Caronia, St. Louis, California, Vaderland
	19th	Rotterdam, Kaiser Wilhelm der Grosse
	20th	Russia, Lusitania, Oceanic
	21st	Blucher, Prinz Friedrich Wilhelm
	23rd	Pres. Lincoln, Celtic, Furnessia, Lapland

13426 *Petitioner's Exhibit 1538*

April 26th Ryndam, Kronprinzessin Cecilie
27th Campania, Majestic
29th Cincinnati, Zieten
30th Amerika, Cedric, Columbia, Kroonland.

Respectfully,

Petitioner's Exhibit 1538.

G. No. 781.

13427

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 18th, 1910.

To the Parties:

North West Transport Line. (G. No. 780)

13428 The "Sicilian Prince" is appointed to leave New-york tomorrow. The Holland-America Line selected the S.S. "Darmstadt" of the Norddeutscher Lloyd opposition steamer, which is to leave the same date; the competing rate is $27 less $2 commission, as at first fixed according to G. No. 773 against the "Campania."

Respectfully,

Defendants' Exhibit 248. 13429

G. No. 782.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 21st, 1910.

To the Parties:

Mitrovitz & Bonuschevatz, Belgrad. (G. No. 775) 13430

Cunard Line write:

> "Referring to your letter G. 758 of the 1st instant on the above, we are informed that the firm in question have established a branch office in Belgrade under the name 'Milan Anastasievitch,' which works for the North West Transport Line.
>
> "We have no connection with either of the firms, and our agents have been instructed to abstain from any business connection whatever with them."

No further communication have been received in reply to G. No. 775. 13431

Respectfully,

13432 **Defendants' Exhibit 249.**

G. No. 783.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 21st, 1910.

To the Parties:

Steerage Rates of competing Lines.

13433

Lloyd received from Brody on 17th instant a telegram saying that the North West Transport Line have advanced their rate by 45 Kronen and that the Russian Transport Co. (Thomson Line) offer Rotterdam Boston New York at Kronen 114 inclusive head tax & board and lodging.

The North West Transport Co's advance is evidently caused by their being overstocked for the moment.

Respectfully.

13434

Defendants' Exhibit 250. 13435

G. No. 784.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 21st, 1910.

To the Parties:

Equivalences of cabin rates.

I beg to submit the following letter of Lloyd:

"Enclosed please find copy of correspondence relating to the difference in the cabin 13436
rates in America and on this side as resulting from the fact that the equivalences established by Art. 9 Agreement V and Art. 6 Agreement W do not exactly correspond with the current rates of exchange.

"The above is not the first complaint of this nature; similar claims have reached us from time to time and we suppose that other Companies will have had the same experience. In order to avoid such complaints in future, and also with a view of increasing the revenues of the Lines, we would suggest that the above articles be revised so as to make the equival- 13437
ences correspond as nearly as possible with the prevailing rates of exchange, and to accordingly alter the European Tariffs. Fractions of Marks, Shillings, Francs, etc., to be of course levelled up as usual.

"Please communicate the above to the other Lines."

The correspondence referred to above is annexed. I await the replies of the Lines.

Respectfully,

H. PETERS.

13438 *Defendants' Exhibit 250*

Annex to G. 784—21/3.10.

New York, February 4th 1910.

Dear Sirs:

Herewith I would ask you the favour to let me know at your earliest convenience which price you would have to pay for Cabins No. 122, 121 & 264 A for a servant on board the S.S. "George Washington" 2/8.

I reserved these Cabins here:

13439 No. 121 for Mrs. X and 2 children under 10
No. 122 A for myself
No. 264 A for our governess

on board the S.S. George Washington sailing from Bremen August 2nd, and have to pay $275.—, 137.50, 75.— respectively or in all $487.50. As far as I know the N. D. L. calculates the Dollar at Marks 4.—, whereas I can get Mks, 4.17 or more, which means a difference in my favour of Mks. 83.— and which I should like to save. Should you find my statement to be correct, will you kindly reserve above cabins for me.

Thanking you for your immediate reply etc.

13440

Defendants' Exhibit 250 13441

Annex to G. 784—21/3.10.

Bremen, February 16th 1910

Dear Sirs:

We are in receipt of your favor of the 4th inst. the contents of which had our best attention.

As per information received from the N. D. L., here, Messrs. Oelrichs & Co. already reserved the Cabins in question definitely for you and the desired arrangement can only be made, if you request Messrs. O. & C. to cancel the reservation and to instruct the N. D. L., Bremen, that they should now hold the said Cabins at our disposal. 13442

Please be good enough to advise us when you have arranged this with Messrs. O. & C., so that we may then reserve the Cabins here, thus saving about Mks. 83.— for you.

It is necessary for us to make a deposit of Mks. 300.— to the Lloyd, when reserving the Cabins.

New York, March 1st, 1910.

Dear Sirs:

In answer to your favour of the 16th ult. for which 13443
I beg to thank you, I at once communicated with the N. D. L. Office, here but they refused absolutely to transfer my reservation to you. They say that I would loose my reservation if I did not pay for it here before my departure. I shall therefore engage the Cabins here, and thank you very much for the trouble you have taken in the matter.

As the N. D. L. is very unreasonbly and does not meet my wishes in any way, I shall in future direct my shipments via Hamburg.

13444 **Defendants' Exhibit 251.**

G. No. 785.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 22nd, 1910.

To the Parties:

13445 *North West Transport Line. (G. No. 781)*

The "Sicilian Prince" left New York on the 19th instant with 100 steeragers.

Respectfully,

13446

Defendants' Exhibit 252.

13447

G. No. 786.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 23rd, 1910.

To the Parties:

North West Transport Line. (G. No. 785)

The steeragers of S.S. "Volturno" which left Rotterdam on March 14th were composed as follows: 13448

	for U. S. A.	For Canada	Total
From Russia	518	109	627
" Austria	173	127	300
" Hungary	54	2	56
" Turkey	25	29	54
" Italy	—	13	13
" France	—	10	10
" Germany	3	—	3
" Servia	2	—	2
" Belgium	1	—	1
	776	290	1066

13449

Hapag received following cable:

"Sicilian Prince hence March nineteenth sixty-five steeragers netrate about twenty dollars, Darmstadt March nineteenth three hundred—thirty-five rate twenty-seven less two."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Mar. 1910. Ansd.

13450 **Defendants' Exhibit 253.**

G. No. 787.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 24th, 1910.

To the Parties:

Lloyd's Phila-Balto service (G. 774)

In purusance to G. 774 I beg to promulgate the following telegram of the Anchor Line of 14th:

13451 "Your 768 we agree withdraw objection view explanations given."

on the same day I wired Mr. Smyth:

"Referring to G. 774 and previous circular letters on the same matter Lloyd wants to have established whether the British Lines maintain their protest and if yes on the ground of which paragraph."

in reply to which the following has been received of the date of 21st inst.

"In reply to your telegram of the 14th in-
13452 stant herein, I have received the replies of all the British Lines with the exception of the Anchor, Glasgow, as follows:

"'*I. M. M. Lines.*—Are willing to leave the matter as defined in the American Line letter embodied in your G. 756. *The Allan Line* reply that "if the Lloyds booking of passengers to Baltimore via Philadelphia is confined absolutely to the exceptions as described by them in your G. 768 they have no objection to their adoption of the course they suggest.'

Petitioner's Exhibit 1539 13453

"The Canadian Pacific and Cunard are willing to fall in with the views of the other Lines on this point. If necessary to do so, the B. L. will not object to this matter being put on your next agenda."

It now rests with the Hamburg American Line and Holland America Line to say whether they see their way to withdraw their objections.

Respectfully,

13454

Petitioner's Exhibit 1539.

G. No. 788.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 26th, 1910.

To the Parties:

Thomson Line. (G. 755)

The Hamburg Amerika Linie received following cable from New York: 13455

"Thomson Line advertises prepaid steerage rates to Portland Maine and Quebec from Rotterdam twenty and a half Antwerp twenty-one London twenty-five Libau thirty-two outward from Portland to London twenty Amsterdam twenty-two and a half Hamburg Bremen twenty-four first sailing from London steamer Cairnrona April second from Portland April twenty-third."

Respectfully,

13456 **Defendants' Exhibit 254.**

G. No. 789.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 26th, 1910.

To the Parties:

13457 *Mitrovitz & Bonuschevatz. (G. No. 782)*

With the exception stated in G. No. 775 no further Lines have connections with the above firm.

Respectfully,

13458

Petitioner's Exhibit 1540. 13459

G. No. 790.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 26th, 1910.

To the Parties:

North West Transport Line. (G. No. 786) 13460

The Holland American Line write:

"Please note that we have appointed ss. 'Laurentic' sailing April 2nd from New-York as opposition steamer against ss. 'Volturno' scheduled to sail April 2nd from New-York.

"We have asked the White Star Line to instruct their New-York office to fix the rate at $27 less $2 commission."

Respectfully,

———

P. S. S.S. "Campania" of the N. W. T. L. which sailed from New York March 12th arrived at Rotterdam 25th instant with 13 cabin passengers and 185 steeragers of which 40 deported passengers. 13461

13462 **Defendants' Exhibit 255.**

G. No. 791.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 26th, 1910.

To the Parties:

Canadian Northern Steam Ship Company.

The White Star Line send me the following advertisement taken from the London "Times" of Mon-
13463 day last, which might be of interest to the Lines:

Canadian
Northern
Steam-Ship Company

"ROYAL LINE"

Triple Screw Turbine Steamers
Bristol to Canada

New Service.

New Route.

Fastest Passage.

13464 ROYAL EDWARD Thursday May 12,
ROYAL GEORGE " May 26.

Magnificently appointed
Spendid accommodation.

For full information write to
Canadian Northern Railway Company at London,
Bristol, Liverpool, Birmingham.

Respectfully,

Defendants' Exhibit 256. 13465

G. No. 792.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 29th, 1910.

To the Parties:

Russian Transport Co. Rotterdam. 13466

The Russian American Line send me a letter of the above Co. to one of their agents of which I attach the translation.

Rusamerica write that one of the partners in the firm, Leiser M. Kahan is known to them as an agent of the (? British) Conference Lines. His address is 106 Commercial Road London. Mr. Kahan was formerly employed by Knie Falck & Co. to organize their Russian business for the Volunteer Fleet.

Respectfully,

13467

13463 *Defendants' Exhibit 256*

Annex to G. 792. 29/3.10.

RUSSIAN TRANSPORT CO.,

L. M. KAHAN GROSS & CO.

Rotterdam 9 March, 1910.
Nieuwehaven 72a.

Dear Sir:

We know that you send large numbers of passengers to the United States of Northamerica and Canada and therefore beg to propose that henceforth you forward
13469 your passengers by our Company.

From the enclosed list you will see that our rates are considerably lower than those of all the other Lines, and we beg to mention that we have very large and well equipped steamers at our disposal.

The passengers must at all events take the route Vienna-Basle-Rotterdam and need not go via Germany.

Hoping to get many passengers from you we etc.

sign. KAHAN, GROSS & CO.

In the list mentioned there are quoted, amongst
13470 others, the following rates:

Off Rotterdam inclusive free board & lodging and head tax to

London	7	Roubles	
Portland	38	"	for Canada Passengers
"	45	"	" U. S. "
New York	47	"	

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 31 Mar. 1910. Ansd.

Defendants' Exhibit 257. 13471

G. No. 793.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 30th, 1910.

To the Parties:

Next Meeting. 13472

I hereby beg to confirm what the Lines are already informed of by wire, that the next meeting will be held at Paris on May 5th. Particulars later. For the present I beg to ask the Lines to inform me of any subjects which they want to have put on the agenda.

Respectfully,

13473

13474 **Defendants' Exhibit 258.**

G. No. 794.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, March 31st, 1910.

To the Parties:

Statistics.

13475

Enclosed I beg to hand some statistical tables which have been worked out on the basis of the pool statistics furnished by the Lines in 1908/9 and of which one or the other may be of interest to the Lines.

Respectfully,

13476

Defendants' Exhibit 258

Table I/VI.

Table I showing actual westbound steerage carryings under Agreement A. A. & Z by British Lines and Continental Lines and the percentage:

1908	B. L.	C. L.	Total	% B. L.
March	10809	8625	19434	55.62
April	15076	6939	22015	68.48
May	11934	10832	22766	52.42
June	8276	7521	15797	52.39
July	7869	8261	16130	48.78
August	10944	11288	22232	49.23
September	14698	12783	27481	53.48
October	11065	14570	25635	43.16
November	6232	15265	21497	28.99
December	5250	18791	24041	21.84
March/December	102153	114875	217028	47.07
1909.				
January	6342	24090	30432	20.84
February	8455	29199	37654	22.45
March	17173	39707	56880	30.19
April	21264	18980	40244	52.84
May	18865	32869	51734	36.46
June	14335	21359	35694	40.16
July	11836	19693	31529	37.54
August	14004	17613	31617	44.29
September	20653	17255	37908	54.48
October	18293	22758	41051	44.56
November	13518	24808	38326	35.27
December	8678	22784	31462	27.57
January/December	173416	291115	464531	37.33

13480 *Defendants' Exhibit 258*

Table II showing the number of Continental steeragers and other steeragers carried by all Lines under Agreements A. A. & Z.

	1908	Continentals	Others	Total	% Continental
	March	11625	7809	19434	59.82
	April	9843	12172	22015	44.71
	May	13112	9654	22766	57.59
	June	9626	6171	15797	60.94
	July	10114	6016	16130	62.70
	August	13045	9187	22232	58.68
13481	September	14827	12654	27481	53.95
	October	16486	9149	25635	64.31
	November	16985	4512	21497	79.01
	December	20449	3592	24041	85.06
	March/December	136112	80916	217028	62.72
	1909				
	January	26207	4225	30432	86.12
	February	31571	6083	37654	83.85
	March	45297	11583	56880	79.64
	April	22651	17593	40244	56.28
	May	38457	13277	51734	74.34
	June	26521	9173	35694	74.30
	July	23349	8180	31529	74.06
13482	August	20721	10896	31617	65.54
	September	21670	16238	37908	57.16
	October	29398	11653	41051	71.61
	November	31882	6444	38326	83.19
	December	27731	3731	31462	88.14
	January/December	345455	119076	464531	74.37

Defendants' Exhibit 258

Table III showing number of westbound steeragers pooled under Agreements A. A. and Z, and of steeragers not pooled.

1908	Pooled	Not pooled	Total	% Not pooled
March	19434	5737	25171	22.79
April	22015	7086	29101	24.35
May	22766	6783	29549	22.96
June	15797	3853	19650	19.61
July	16130	3360	19490	17.24
August	22232	3040	25272	12.03
September	27481	3251	30732	10.58
October	25635	2751	28386	9.69
November	21497	1392	22889	6.08
December	24041	1273	25314	5.03
March/December	217028	38526	255554	15.08
1909				
January	30432	1755	32187	5.45
February	37654	2540	40194	6.32
March	56880	6776	63656	10.64
April	40244	8173	48417	16.88
May	51734	7807	59541	13.11
June	35694	4937	40631	12.15
July	31529	5744	37273	15.41
August	31617	4198	35815	11.72
September	37908	4306	42214	10.20
October	41051	4258	45309	9.40
November	38326	2619	40945	6.40
December	31462	2069	33531	6.17
Januarä/December	464531	55182	519713	10.62

13486 *Defendants' Exhibit 258*

Table IV showing number of non-continental steeragers pooled and not pooled.

	1908	Pooled	Not pooled	Total	% Not pooled
	March	7809	5737	13546	42.35
	April	12172	7086	19258	36.80
	May	9654	6783	16437	41.27
	June	6171	3853	10024	38.44
	July	6016	3360	9376	35.84
	August	9187	3040	12227	24.86
	September	12654	3251	15905	20.44
13487	October	9149	2751	11900	23.12
	November	4512	1392	5904	23.58
	December	3592	1273	4865	26.17
	March/December	80916	38526	119442	32.25
	1909				
	January	4225	1755	5980	29.35
	February	6083	2540	8623	29.46
	March	11583	6776	18359	36.91
	April	17593	8173	25766	31.72
	May	13277	7807	21084	37.03
	June	9173	4937	14110	34.99
	July	8180	5744	13924	41.25
	August	10896	4198	15094	27.81
13488	September	16238	4306	20544	20.96
	October	11653	4258	15911	26.76
	November	6444	2619	9063	28.90
	December	3731	2069	5800	35.67
	January/December	119076	55182	174258	31.67

Defendants' Exhibit 258

13489

Table V showing carryings of Continental westbound steeragers by Continental and British Lines.

1908	C. L.	B. L.	Total	% B. L.
March	8625	3000	11625	25.81
April	6939	2904	9843	29.50
May	10832	2280	13112	17.39
June	7521	2105	9626	21.87
July	8261	1853	10114	18.32
August	11288	1757	13045	13.47
September	12783	2044	14827	13.79
October	14570	1916	16486	11.62
November	15265	1720	16985	10.13
December	18791	1658	20449	8.11
March/December	114875	21237	136112	15.60
1909				
January	24090	2117	26207	8.08
February	29199	2372	31571	7.51
March	39709	5590	45297	12.34
April	18980	3671	22651	16.21
May	32869	5588	38457	14.52
June	21359	5162	26521	19.46
July	19693	3656	23349	15.66
August	17613	3108	20721	15.00
September	17255	4415	21670	20.37
October	22758	6640	29398	22.59
November	24808	7074	31882	22.19
December	22784	4947	27731	17.84
January/December	291115	54340	345455	15.73

13490

13491

13492 *Defendants' Exhibit 258*

Table VI showing how many of the carryings of the British Lines under Agreements A. A. & Z were Continentals & Non-Continentals.

1908	Continentals	Non-Continentals	Total	% Continentals
March	3000	7809	10809	27.75
April	2904	12172	15076	19.26
May	2280	9654	11934	19.11
June	2105	6171	8276	25.43
July	1853	6016	7869	23.55
August	1757	9187	10944	16.05
13493 September	2044	12654	14698	13.91
October	1916	9149	11065	17.34
November	1720	4512	6232	27.60
December	1658	3592	5250	31.58
March/December	21237	80916	102153	20.79
1909				
January	2117	4225	6342	33.38
February	2372	6083	8455	28.05
March	5590	11583	17173	32.55
April	3671	17593	21264	17.26
May	5588	13277	18865	29.62
June	5162	9173	14335	36.01
July	3656	8180	11836	30.89
13494 August	3108	10896	14004	22.19
September	4415	16238	20653	21.38
October	6640	11653	18293	36.30
November	7074	6444	13518	52.33
December	4947	3731	8678	57.04
January/December	54340	119076	173416	31.34

Defendants' Exhibit 259. 13495

G. No. 795.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 5th, 1910.

To the Parties:

Lloyd's Phila.-Balto. service. (G. No. 787.)

In pursuance to G. 787 I beg to communicate that the Hamburg-American Line and Holland-America Line have waived their objections against request of 13496
the Nordd. Lloyd as contained in G. No. 729.

It will be proper to take a record of it in the minutes of the next meeting and I propose the following wording:

> "When the Nordd. German Lloyd by their sailings to Baltimore via Philadelphia have booked passengers to Baltimore or to the interior of the U. S. via Baltimore and such passengers of which it was not known, when they were booked, whether they would go to Baltimore by direct steamer or by steamer via Philadelphia, are landed at Philadelphia for the convenience of the North German Lloyd and 13497
> not at the passengers' request,
>
> "Then the North German Lloyd shall be at liberty to either forward such passengers from Philadelphia to Baltimore at the Company's expense, or to forward them from Philadelphia to the point of destination in the interior without collecting the difference between the R. R. fare from Philadelphia & from Baltimore.
>
> "This liberty is withdrawn when any Line notifies that they withdraw their consent."

May I ask the parties, whether they agree to the above wording?

Respectfully,

H. PETERS.

13498 **Petitioner's Exhibit 1541.**

G. No. 796.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 4th, 1910.

To the Parties:

G. Schyns, Antwerp.

13499 I received the following letter from the Holland-America Line:

> "We beg to enclose a photograph (being a reproduction of the original telegram) which shows that the firm of G. Schyns at Antwerp is in connection with the firm of Kahan, Gross & Co. of Rotterdam (Russian Transport Company) for the transportation of passengers by the Thompson Line.
>
> "We therefore propose that the firm of G. Schyns be disqualified by the Lines."

The following is a copy of the photograph:

13500 "Kahan and Gross Co. Nieuwehaver 72 A

Rotterdam

Anvers 4383. 22, 24, 10/37.

> "Reservirt 120 Plätze Cairnrona. Sendet Policekarten. Telegraphirt sofort wenn Passagiere von Antwerpen fahren sollen. Schyns."

The photograph I hold at the disposal for perusal of the British Lines who may wish to see it.

Byelaw 20 applies.

Respectfully.

Petitioner's Exhibit 1542. 13501

G. No. 797.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 4th, 1910.

To the Parties:

North West Transport Line. (G. No. 790) 13502

The Holland America Line write:

> "Please note that we have appointed in opposition to S. S. 'Volturno,' originally scheduled to sail on the 2nd of April, but according to a cable received today from New York postponed until April 9th, *S. S. 'Adriatic'* sailing April 9th from New York. We have asked the White Star Line to instruct their New York office to fix the rate at $27 less $2 commission."

Respectfully,

13503

13504 **Petitioner's Exhibit 1543.**

G. No. 798.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 5th, 1910.

To the Parties:

North West Transport Line. (G. No. 797.)

13505

Hapag received following cable from New York:

"Laurentic hence April second six hundred fourty two Continentals also transferred four hundred six to Kroonland and twenty five to Philadelphia rate twenty seven less two. Volturno—sailing postponed till April ninth from April second net rate about twenty dollars."

Respectfully,

13506

Defendants' Exhibit 260. 13507

G. No. 799.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 6th, 1910.

To the Parties:

British Naval passengers. 13508

I received the following letter from the Canadian Pacific Ry. Co.:

> "By the S. S. 'Empress of Ireland' which left St. John on February 25th there was 72 third class British Naval passengers, also 15 by the 'Empress of Britain' from St. John on March 11th.
>
> "These passengers, as you are probably aware, must of necessity go through a Canadian port, and could not therefore be carried by any Line sailing from American ports. On that account, therefore, we consider they 13509
> should be exempt from the Pool.
>
> "Kindly put this matter before the other Lines and let me know if they agree to our excluding the numbers mentioned from our Pool Return."

I do not know on which grounds the Canadian Pacific Ry. Co. think that these passengers might be excluded from the Pool Returns and await the reply of the Lines.

Respectfully,

13510 **Petitioner's Exhibit 1544.**

G. No. 800.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 6th, 1910.

To the Parties:

North West Transport Line. (G. No. 798)

13511

The "Campania" left Rotterdam April 5th with 1995 steeragers, of which 850 for Halifax, and 51 cabin passengers.

The "Campania" formerly chartered from the Navigazione Generale Italiana has now been sold probably to the N. W. T. L.

The "Sicilian Prince" which left New York on March 19th debarked March 31st at Hoek van Holland on a tender 110 steeragers including 19 deported passengers.

Respectfully,

13512

Defendants' Exhibit 261.

G. No. 801.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 7th, 1910.

To the Parties:

Thomson Line. (G. No. 788)

Annexed I give a copy of circulars issued by the Thomson Line which contain the rates reported in G. No. 788.

Respectfully,

Annex to G. 801, 7/4.10.

Minneapolis, Minn. March 10, 1910.
Circular No. 1.

THOMSON LINE

(The Cairn Line of Steamships Limited)
New direct London Passenger Service.

Very Low Prepaid Rates
Third Class

From	Rotterdam	to	Portland,	Me.,	and	Quebec	.....	$ 20.50
"	Antwerp	"	"	"	"	"	.....	$ 21.00
"	London	"	"	"	"	"	.....	$ 25.00
"	Libau	"	"	"	"	"	.....	$ 32.00

Children: 1 to 12 years, Half Fare, Infants: Under 1 year $2.00. U. S. Head Tax, $4.00. No Head Tax in Canada (For Canadian Immigrant). Special Westbound Railroad Fares in connection with above Ocean Rates.

18516 *Defendants' Exhibit 261*

To Chicago	$13.50	To Winnipeg	$18.00	To Detroit	$10.50	To Kansas City	$23.25
" Minneapolis	21.50	" Regina	21.50	" Cleveland	10.50	" Omaha	23.50
" St. Paul	21.50	" Edmonton	28.35	" St. Louis	12.65	" Denver	36.10
" Duluth	21.50	" Vancouver	39.25	" Milwaukee	15.20	" Seattle	52.00

Children 1 to 5 years Free; 5 to 12 years Half Fare. Low rates to all points in U. S. and Canada.

European Inland Railroad Fares to Rotterdam.

	Agram	$ 8.40	Fiume	$ 8.40	Krakau	$ 5.95	Prag	$ 4.60
	Rasel	4.00	Frankf. a. M.	2.10	Kronstadt	9.20	Rogasen	4.55
	Belgrad	10.40	Graz	7.45	Laibach	8.50	Schaffhausen	4.80
13517	Berlin	3.00	Hannover	1.80	Leipzig	3.05	Strassb. i. E.	3.40
	Bozen	7.65	Heidelberg	2.60	Lemberg	7.65	Stuhlweissenbg	8.05
	Brody	8.10	Hermannstadt	9.65	Miskolcz	7.55	Stuttgart	3.50
	Budapest	7.55	Innsbruck	6.55	Münchan	5.30	Tarnow	6.35
	Bukarest	10.35	Inowrazlaw	4.85	Munkacs	8.55	Tarnopol	8.25
	Coln	1.10	Jaslo	6.90	Oderberg	5.60	Temesvar	9.15
	Czernowitz	8.75	Jassy	10.15	Odessa	11.30	Triest	9.35
	Debreczin	9.00	Karlstadt	8.40	Paris	4.30	Trient	8.00
	Dresden	3.65	Kaschau	7.55	Podwoloczyska	8.45	Ungvar	8.35
	Düsseldorf	.95	Klausenburg	9.20	Posen	4.30	Vienna	6.00
	Eperjes	7.55						

Children: On European Railroads, under 4 years, Free; 4 years and under 10, Half Fare; 10 years old, Full Fare.

13518

Sailings Twin Screw S. S. "CAIRNRONA" 15,200 Tons Displ.
From London to Portland Me. April 2, 1910
" " " Quebec and Montreal May 14, 1910
Other sailings will be announced shortly.

To Agents

Use Thomson Line Mediterranean Prepaid Blanks for Continental and British Prepaid Business until our new issue is sent you.

Be sure and mail all prepaid tickets with passenger's complete address to the Minneapolis office.

For all infromation apply to

H. E. LIDMAN, General Agent (U. S. and Western Canada
208 South 4th Street, Minneapolis, Minn.

Defendants' Exhibit 261 13519

Annex to G. 801, 7/4.10.

Minneapolis, Minn. U. S. A. March 11. 1910.

Thomson Line
(The Cairn Line of Steamships Limited)

Special Low Excursion Rates
3rd Class.

From Portland, Me. to London	$ 20.00
" " " " Liverpool	23.00
" " " " Rotterdam	22.50
" " " " Hamburg	24.00
" " " " Bremen	24.00

13520

Children 1 - 12 years, Half Fare; Under 1 year $2.00
Commission $3.00; Children $1.50; Infants 25 cents.

Special East Bound Rail Fares to Portland, Me.
In Connection with our Ocean Rates.

From Chicago	$15.00	From Billings	45.25	From Winipeg	31.50
" Milwaukee (Via Grand Haven	15.00	" Minneapolis	23.00	" Fort William) " Port Arthur)	31.50
" St. Louis	18.25	" St. Paul	23.00	" Edmonton	54.55
" Kansas City	23.75	" Deluth	23.00		
" Omaha	25.00	" Ashiand	23.00		
" Denver	37.60	" Detroit	12.00	" Vancouver)	62.50
		" Cincinnati	13.30	" Victoria)	

13521

Children 1 to 5 years free; 5 to 12 years half fare.

Cheap European Fares from Hamburg.

Berlin	$ 1.40	Czernowitz	$ 7.35	Lemberg	6.15	Tarnopol	6.80
Budapest	6.15	Fiume	7.45	Oderberg	3.90	Tarnow	4.80
Bucharest	9.55	Krakau	4.30	Oswiecim	4.00	Triest	7.80
Cologne	2.15	Leipzig	1.80	Podwoloczyska	7.05	Vienna	4.85

Children under 4 years free; 4 to 10 years half fare, 10 years old and over full fare.

13522 *Defendants' Exhibit 261*

Agents will observe

1. That the Thomson Line with its past reputation is a guarantee that your passengers are assured of good service and treatment.

2. The Thomson Line is an old established shipping concern operating various ocean services between Europe, Canada and U. S. ports for over 50 years. Their intention is to offer the travelling public a first class passenger service, equal in every respect to that of any other first class line.

13523 3. Use Thomson Mediterranean blanks for all outward business booked to above points. The new issue will be sent you shortly.

4. Mail advices and all correspondence to the undersigned until Chicago and Winnipeg offices have been established.

H. E. LIDMAN, General Agent,
208 South 4th Street,
Minneapolis, Minn. U. S. A.

Head Agents
The Robert Neford Company, Limited
Montreal

Branches
13524 Quebec, St. John, Toronto, Portland Me. (Over)

Defendants' Exhibit 262. 13525

G. No. 802.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 7th, 1910.

To the Parties:

Payments to & from the Russian America Line. 13526

In conformity with Form 35, No. 3, I beg to request the parties to make the following payments for March:

Russian America Line to Continental Lines	£	2842.
Russian America Line to Allan Line	"	17.
Russian America Line to Anchor Line	"	151.
Russian America Line to American Line	"	293.
Russian America Line to Dominion Line	"	209.
Russian America Line to White Star Line	"	367.
Russian America Line to Cunard Line	"	612.
Canadian Pac. Ry. Co. to Russian America Line	"	11. 13527

The Canadian Pacific Ry. Co. will please send their remittance of £ 11 to the Allan Line, the Russian America Line therefore have to remit to the Allan Line only £ 6.

These payments are to be made direct to the respective parties.

Respectfully,

13528 **Defendants' Exhibit 263.**

G. No. 803.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 7th, 1910.

To the Parties:

Payments for March.

13529

According to Form 30, No. 3, I beg to request the parties to make the following payments for March:

Continental Lines to Cunard Line	£ 4033.
Continental Lines to White Star Line	" 179.
Anchor Line to Allan Line	" 1611.
Anchor Line to White Star Line	" 26.
American Line to Dominion Line	" 3474.
American Line to White Star Line	" 599.
Donaldson Line to White Star Line	" 116.
Donaldson Line to Canadian Pacific Ry. Co.	" 224.
	£10262.

13530

Respectfully,

Defendants' Exhibit 264. 13531

G. No. 804.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1910.

To the Parties:

Payments to & from the Russian American Line.
(G. 802) 13532

Enclosed I beg to send a corrected circular letter G. No. 802 which the parties will please substitute to G. No. 802 sent yesterday, in which there is a mistake.

Respectfully,

13533

13534 **Defendants' Exhibit 265.**

G. 805.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 8th, 1910.

To the Parties:

Lloyd's Phila-Balto service (G. 795).

13535

The Nordd. Lloyd. write:

"With reference to circular G. No. 795 we do not consider it necessary to have the arrangements with regard to our Philadelphia-Baltimore service especially recorded in the Conference Minutes as the official correspondence exchanged on this subject seems to be sufficient for all practical purposes. However, if the other Lines are of different opinion, we will not object and in that case accept the wording proposed by you as a proper record of what has been agreed upon.

13536

Respectfully,

Petitioner's Exhibit 1545. 13537

G. No. 806.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 9th, 1910.

To the Parties:

North West Transport Line (G. No. 798)

13538

The Holland America Line write:

"According to a cable, received from Newyork the net rate for s.s. 'Volturno,' scheduled to sail on the 9th of April has been reduced to $22.

"Consequently we have to-day asked the White Star Line to cable to their Newyork office to reduce the rate for s.s. 'Adriatic' April 9th (opposition steamer) to $24, less $2 commission, which please note."

Respectfully,

18539

13540 **Defendants' Exhibit 266.**

G. 807.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 11th, 1910.

To the Parties:

North West Transport Line (G. No. 800)

13541

The Holland America Line wired:

"Uranium left Rotterdam Saturday night with 880[1] passengers in steerage and 20 in cabin, she is no longer sailing under Petersen's flag but under another probably the one of the Canadian Northern."

Respectfully,

1) of which 466 for Halifax.

13542

Petitioner's Exhibit 1546. 13543

G. No. 808.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 11th, 1910.

To the Parties:

Mitrovitz & Bonuschevatz Belgrade. (G. No. 789.) 13544

The Red Star Line sent a report according to which the above firm has not stopped its bookings for the North West Transport Line but forwarded on March 18th, 18 passengers and on March 28th, 22 passengers for said Line. The White Star Line write now in this connection.

> "Referring to previous correspondence regarding the above firm, kindly note the following telegram received from our agents Messrs. Im Obersteg & Co., Basle:
>
> "'Referring to your letter April 4th have discontinued relations with Mitrovitz Bonuschevatz Belgrade and informed them that they are disqualified.'" 13545

If no objection is raised until 18th instant I propose to add the firm of Mitrovitz & Bonuschevatz Belgrate to the list of disqualified agents.

Respectfully.

18546 **Petitioner's Exhibit 1547.**

G. No. 809.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 12th, 1910.

To the Parties:

Synopsis of Minutes.

13547

According to Minute 128 the Secretary has to lay before the next Meeting a synopsis of those minutes for the past, which in his opinion ought to be considered as bye-laws forming part of the contract.

In order to expedite the discussion on this point at the meeting I beg to submit annexed my proposals and shall be obliged if the Lines will examine them and return me one copy with their remarks which they may have to make.

As the Minutes referring to the Cabin Agreements do not come under Agreement AA. I have treated them separately.

13548

Respectfully.

H. PETERS.

Petitioner's Exhibit 1548.

13549

Annex to G. No. 809. 12/4/10.

Synopsis of Minutes

to be considered as Byelaws under Agreement AA.

and

Additions & Amendments

to the Agreements V & W.

Byelaw 22:

Section 1 to read: The following scheme was approved to meet the competition in the eastbound business of such outside steamers as may be agreed upon unanimously from time to time. 13550

a. To read: When a Line, party to this special agreement with the consent of the other parties puts a steamer on the berth in opposition to an outside eastbound steamer at the same or a lower rate than such outsider, then the parties (including the Line of the opposing steamer) etc.

6th line, between "regular" and "rate" insert "net" (G. 585).

8th line, instead "$30" put "$28 net."

b. Drop. 13551

c. The opposition steamer is appointed in the manner as agreed upon from time to time.

The appointment shall be guided by considering which steamer is best suitable for being most efficiently opposed with regard to date of sailing, preference by steeragers, capacity, etc.

These terms being nearly equal etc. up to "concerned." Last 2 lines to be dropped.

d. No alteration.

13552 *Petitioner's Exhibit 1548*

e. The Compagnie Generale Transatlantique participate in the compensation with 4.87% and the Austro-Americana with 1.82% (G. No. 593).

f. No alteration.

g. The compensation accounts to be settled in dollars or the equivalent in the currency of the country of the carrying Line at the current rate of exchange. (Minute 45.)

h. Any line may withdraw from this Agreement at any time by giving 30 days' notice.

13553 i. The Allan Line having declined to continue party to this bye-law the Allan Line's share of participation to be borne by the other Lines in proportion to their shares.

23/27 Drop
28 becomes 23
29 " 24
30 Drop (see Agreement W clause 11a)
31/37 Drop
38 becomes 25, & minute 63 becomes 3d section of byelaw 25.
39 drop
40 becomes 26

18554 41/44 drop
45 becomes g under byelaw 22
46 drop (see appendix II, Agreement W)
47 drop (see appendix III Agreement V & appendix II Agreement W)
48/52 drop
53 becomes 27
54/62 drop
63 3rd section of byelaw 25
64/65 drop
66 becomes 28
67/74 drop

Petitioner's Exhibit 1548 13555

75 refer to 22 e

76/80 drop

81 drop (see under additions & amendments to Agreement V, No. 5)

82/90 drop

91 becomes 29 and reads: "All passengers paying a rate less than the agreement second cabin rate of the carrying steamer must be accounted for as steeragers.

Second Class passengers transferred through force majeure from one steamer to another higher rated steamer are not to be pooled. 13556

The Canadian Pacific Ry. Co. are accorded the privilege to carry their Railroad employees 1st & 2nd class at reduced rates without accounting for them to the pool. The Allan Dominion & Donaldson Lines reserve the same right. The numbers of passengers so carried to be exchanged between the Canadian Lines (Minute 123)

92/94 drop

95/96 Under Cabin Agreements.

97 becomes 30

98/99 drop 13557

100 becomes 31 reading: "The pool statements between the Austro-Americana and N. D. L. V. shall be circulated among the British Lines."

Atlantic Conference statistics and circulars may be sent to Cie. Gle. Transatlantique on condition that the statistics between the N. D. L. V. and Transat are sent to the British Lines. (Minute 141)

101/02 drop

103 becomes 32

13558 *Petitioner's Exhibit 1548*

104 refer to 22 i
105 drop
106 becomes 33 reading: "The infants' rates are fixed

	II. class	*III. class*
westbound	M 30	(M 10 plus head-tax for aliens
		(M 10 for citizens
eastbound	M 30	M 10

except for Italian 3rd class business
Commission on third class infants is one
13559 shilling or its equivalent (M 125)
107 Cabin Agreements
108/10 drop
111 becomes 34
112/22 drop
123 becomes part of 29
124 becomes 35.
125 see 33, & 2 Agreement V, 3 Agreement W.
126 becomes 36
127 becomes 37 reading: "Eastbound steeragers from Newfoundland and the Westbound Continental steeragers to Newfoundland are included in the agree-
13560 ments AA & Z (Award Wilding)
128 becomes 38 reading: "Minutes which are to be considered as bye-laws forming part of the contract are in being printed to be pointed out by asterisks and to be confirmed at the subsequent meeting."
129 drop
130 becomes 39
131 becomes 40
132/33 drop
134 becomes 41 reading: "With the view of coming to an agreement with the Scan-

13561

dinavian American Line a special committee is appointed consisting of Messrs. Aitchison, Cauty and Lister, to confer with the Allan and C. P. R. Lines and thereafter with the Scandinavian American Line. The special committee is fully empowered to negotiate an agreement on the best terms obtainable, except that the Scandinavian American Line must not be permitted to carry Continental passengers."

135/36 drop

13562

137 Under additions & amendments to Agreement V

138 Under additions & amendments to Agreement V

139 becomes 42

140 Under additions & amendments to Agreement V

141 becomes part of 31

142/44 drop.

13563

13564 **Petitioner's Exhibit 1549.**

Additions & Amendments to Agreement "V."

1) For the following steamers the minimum Ocean rates for first class passengers Eastbound and Westbound have been altered or fixed by arbitration:

Lusitania, Mauretania	£ 25.—.—
George Washington	" 22.10.—
Berlin	" 19.10.—
Cleveland & Cincinnati	" 19.—.—
Lapland	" 19.—.—
Laurentic, Megantic in L'pool Canada	
13565 service	" 18.—.—
Laurentic, Megantic in Newyork trade	" 17.10.—
Minnewaska (proposed & agreed)	" 16.10.—
Carpathia in the L'pool Newyork service	" 16.—.—

2) The first class infants rates are fixed at M 40 westbound & eastbound Commission 5% maximum (M. 106 & 125)

3) Minute 96

4) Minute 137

5) Minute 138

13566 6) Minute 95.

Petitioner's Exhibit 1550.

13567

Additions & Amendments to Agreement "W."

1) For the following steamers the minimum Ocean rates for second class passengers Eastbound & Westbound have been altered or fixed by arbitration:

to and from England

Oceanic, Adriatic, Caronia, Carmania	£ 10.10.—
Laurentic, Megantic in L'pool-Canada service	" 9.15.—
Laurentic, Megantic in Newyork trade	" 9.10.—

Continental Lines' rates to & from 13568

	Continent	*England*
George Washington	£ 12.—.—	£ 11.—.—
Berlin	" 11.10.—	" 10.10.—
Cleveland, Cincinnati	" 11.—.—	" 10.10.—
Lapland	" 11.—.—	" 10.10.—
Niagara (proposed & not objected)	" 10.—.—	

2) Minute above rates as well as all the other minimum rates of the second class schedule are advanced by 10 sh, except those of the lowest rated steamers from Havre of the Allan Line and of the Cie. Gle. Transatlantique (Minute 142). 13569

3) The infants' rates are fixed at M 30 westbound & eastbound. Commission 5% maximum (Minute 106.125)

13570 **Defendants' Exhibit 267.**

G. No. 810.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 12th, 1910.

To the Parties:

Lloyd's Phila-Balto service. (G. No. 805.)

13571

The Holland America Line suggests that the wording of what has been conceded to the Norddeutscher Lloyd in regard to the Phila-Balto service be determined at the Paris Meeting of May 5th.

If all Lines are agreeable I shall note the matter for the Agenda.

Respectfully,

13572

Defendants' Exhibit 268. 13573

G. No. 811.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 12th, 1910.

To the Parties:

North West Transport Line. (G. No. 807.) 13574

The Hamburg Amerika Linie received following cable from New York:

> "Volturno hence April ninth about hundred fifty steerage netrate about twenty dollars Adriatic thousand fifty Continentals at twenty-four less two."

According to information which the Holland-America Line received, the "Volturno" left New York with 10 cabin passengers and 315 steeragers.

Respectfully,

13575

13576 **Petitioner's Exhibit 1551.**

G. No. 812.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 13th, 1910.

To the Parties:

13577 *North West Transport Line. (G. No. 780)*

The following is the completed list of eastbound sailings from New York from which fighting steamers may be selected.

Thursday	April	14th	S.S. Rhein
Saturday	"	16th	S.S. Kaiserin Aug. Victoria Baltic Vaderland, Caronia, St. Louis, California
Tuesday	"	19th	S.S. Rotterdam, Kaiser Wilhelm d.Grosse
Wednesday	"	20th	S.S. Russia, Lusitania, Oceanic
13578 Thursday	"	21st	S.S. Blücher, Prinz Friedrich Wilhelm
Saturday	"	23rd	S.S. Pres. Lincoln, Celtic, Furnessia, Lapland, Newyork
Tuesday	"	26th	S.S. Ryndam, Kronprinzessin Cecilie
Wednesday	"	27th	S.S. Campania, Majestic
Thursday	"	28th	S.S. Cincinnati, Zieten
Saturday	"	30th	S.S. Amerika, Cedric, Columbia, Kroonland, St. Paul

Petitioner's Exhibit 1551

13579

Tuesday	May	3rd	S.S. Potsdam, Kronprinz Wilhelm
Wednesday	"	4th	S.S. Adriatic, Estonia, President Grant, Carmania
Thursday	"	5th	S.S. George Washington
Saturday	"	7th	S.S.Caledonia, Philadelphia, Finland, Arabic
Tuesday	"	10th	S.S. Nieuw Amsterdam, Kais. Wilhelm II.
Wednesday	"	11th	S.S. Teutonic, Pennsylvania, Mauretania
Thursday	"	12th	S.S. Bremen
Saturday	"	14th	S.S. California, Caronia, St. Louis, Vaderland, Baltic
Tuesday	"	17th	S.S. Noordam, Kaiser Wilhelm der Grosse
Wednesday	"	18th	S.S. Oceanic, Graf Waldersee, Lusitania
Thursday	"	19th	S.S. Grosser Kurfurst
Saturday	21st		S.S. Kaiserin Aug. Victoria, Furnessia, Newyork, Lapland, Celtic
Tuesday	"	24th	S.S. Rotterdam, Kronprinzessin Cecilie
Wednesday	"	25th	S.S. Majestic, Bluecher, Campania
Thursday	"	26th	S.S. Prinz Friedrich Wilhelm
Saturday	"	28th	S.S. Deutschland, Columbia Carmania, St. Paul, Cedric
Tuesday	"	31st	S.S. Ryndam, Kronprinz Wilhelm, Kroonland.

13580

13581

Respectfully,

13582 **Petitioner's Exhibit 1552.**

G. No. 813.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 15th, 1910.

To the Parties:

13583 *North West Transport Line. (G. No. 807)*
Thomson Line. (G. 801)

The Holland America Line communicate:

"Today (April 13th) 152 passengers ex 'Cairnrona' have arrived here, who will start again on their voyage on Saturday or Monday next by the 'Sicilian Prince' of the North West Transport Line. As we hear further 225 passengers ex 'Cairnrona' will arrive here tomorrow."

The Holland America Line further write:

13584 "Please note that we have selected as opposition steamer against ss. 'Campania,' scheduled to sail April 23rd from New York, ss. 'Celtic' April 23rd, from New York. We have asked the White Star Line to instruct their New-York office to fix the rate at $27 less $2 commission."

Respectfully,

Defendants' Exhibit 269. 13585

G. No. 814.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 15th, 1910.

To the Parties:

British Naval Passengers. (G. No. 797.) 13586

According to the replies at hand the Lines regret that they cannot assent to the Naval passengers of the Canadian Pacific being exempt from the Pool; the Norddeutscher Lloyd say that they carried last year several hundred Mariners, also upon request of the Government, who were all accounted for under the Pool.

Respectfully,

18587

13588 **Petitioner's Exhibit 1553.**

G. No. 815.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 16th, 1910.

To the Parties:

Thomson Line. (G. 813.)

13589 The White Star Line received following letter of 13th instant, from their London (City) Office:

> "*'Cairnrona' Passengers.* We have your favor of yesterday, and note that you are not able to take any of these passengers either by the Cedric or Seeland, and have informed the Thomson Line accordingly.
>
> "We learn today that they have arranged for 350 of the passengers to go in the 'Sicilian Prince' from Rotterdam, and they have this morning been able to induce 200 of the passengers to go on board the 'Cairnrona,' and we believe they expect to be able to induce the re-
>
> 18590 mainder also to sail in her."

Respectfully,

Petitioner's Exhibit 1554.

13591

G. No. 816.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 18th, 1910.

To the Parties:

North West Transport Line. (G. No. 813.)
Thomson Line. (G. No. 815.)

13592

S. S. "Sicilian Prince" sailed 16th instant from Rotterdam with 7 cabin passengers

387 steeragers for Halifax
324 " " New York

Total 711 steeragers
of which 377 steeragers ex "Cairnrona."

The steamer "Cairnrona" is reported to have sailed from London to Portland on 16th instant with 700 passengers.

Respectfully,

13593

13594 **Petitioner's Exhibit 1555.**

G. No. 817.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 20th, 1910.

To the Parties:

North West Transport Line. (G. No. 816.)

13595 The Holland America Line communicate that according to an advertisement of the Rotterdam agents the North West Transport has been renamed

"Uranium SS. Co. Ltd."

The parties are aware that this is the second renaming of the undertaking of Mr. Petersen; the circumstances under which the former re-establishment took place are described in G. 327, page 3.—It would be interesting to learn, under which auspices this has been done now.

Respectfully,

13596

Defendants' Exhibit 270.

13597

G. No. 818.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 20th, 1910.

To the Parties:

Compensation for passengers at fighting rates by

S. S. "Lapland," Jan. 22nd, S. S. "Rhein," March 5th, 13598
S. S. "Darmstadt" March 19th (G. 779.)

The following bills for passengers carried at fighting rates are presented

1) Red Star Line

S. S. "Lapland" January 22nd
316 ad. 18 child. 8 inf. = 325 adults
Regular rate $35.—
Fighting rate $22.—
Compensation $ 8.—for 325 adults = $2600.
The "Lapland" was appointed against the "Uranium" January 22nd according to G. 714.

13599

2) Norddeutscher Lloyd

Note of compensation for passengers carried at fighting rates by S. S. *"Rhein,"* March 5th off New-York.

325/1, 27/2, 14/0 passengers
Fighting rate $26.—
Regular rate $35.—
Compensation rate $ 4.—
Total: 338½@$4.....$1354.—

13600 *Defendants' Exhibit 270*

b) Bill of Compensation

for passengers carried at fighting rates by our S. S. "Darmstadt" March 19th from New York.

290/1, 24/2, 21/0 passengers.

regular rate $35.—
fighting rate $27.—
compensation rate $ 3.—

Total: 302/1@$3.— = $906.—

S. S. "Rhein" had been appointed against the "Uranium" March 8th according to G. 769 and S. S. "Darmstadt" against "Sicilian Prince" March 19th
13601 (vide G. 786). The Total due to the Norddeutscher Lloyd *is $2260.*—

The bills being verified I hereafter beg to divide the amounts as follows:

Debitors		*Creditors*	
		Red Star Line	Norddeutscher Lloyd
Anchor Line	3.74%	$ 97.24	$ 84.52
Cunard Line	14.37%	373.62	324.76
Hapag	11.97%	311.22	270.52
Nasm	5.80%	150.80	131.08
Lloyd	17.64%	458.64	398.67
Red Star Line	8.14%	211.64	183.96
13602 White Star Line	14.73%	382.98	332.90
American Line	8.29%	215.54	187.36
Dominion Line	1.44%	37.44	32.54
Canpac	4.26%	110.76	96.28
Transat	4.87%	126.62	110.06
Austro	1.82%	47.32	41.13
Rusamerika	2.93%	76.18	66.22
	100.00	$2600.	$2260.

Will the debitors please pay the above amounts to the Red Star Line and Norddeutscher Lloyd as Creditors.

Respectfully,
H. PETERS.

Defendants' Exhibit 271. 13603

G. No. 819.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 21st, 1910.

To the Parties:

North West Transport Line. (G. No. 817.)

The steeragers of S. S. "Campania" which left Rotterdam on April 5th were composed as follows: 13604

	via New York	via Canada	Total
Russia	893	159	1052
Austria	209	364	573
Hungaria	145	4	149
Italy	25	50	75
Turkey	77	—	77
Roumania	11	—	11
Germany	24	—	24
England	1	33	34
Holland	3	2	5
	1388	612	2000

13605

13607 *Defendants' Exhibit 271*

and those of S. S. "Uranium" which left Rotterdam on April 9th:

	via New York	via Canada	Total
Russia	216	27	243
Austria	79	159	238
Hungaria	70	—	70
Italy	50	129	179
Turkey	83	30	113
Roumania	1	3	4
Bulgaria	24	—	24
Montenegro	4	—	4
13606 Germany	—	—	—
England	—	—	—
Holland	—	2	2
	—	—	—
	527	350	877

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 25 Apr. 1910. Ansd.

13608

Petitioner's Exhibit 1556. 13609

ATLANTIC CONFERENCE.

G. No. 820.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 21st, 1910.

To the Parties:

Meeting.

I beg to send annexed the Agenda for the Meeting 13610
to be held at Paris, Hotel Majestic, May 5th.

The parties who want to discuss any further matters will please inform me.

Will the parties please let me know the names of the gentlemen by whom they will be represented.

Respectfully,

18611

13612 **Petitioner's Exhibit 1557.**

ATLANTIC CONFERENCE MEETING,

Paris, Hotel Majestic, May 5th, 1910, at 10 A. M.

Agenda

1) Further Advance of II. class rates (Nordd. Lloyd) G. 754.

2) Special rates. (Donaldson Line).

3) Increase of Donaldson Line's percentage under Agreement Z from 0.20 to 0.30 per cent (Donaldson
13613 Line).

4) Equivalences of cabin rates. Suggestion of Lloyd to revise clauses 9 & 6 of Agreements V. & W. respectively. G. 784.

5) Iloyd's Phila--Balto service. (Holland Line) G. 729, 747, 750, 752, 756, 763, 768, 774, 787, 795, 805, 810.

6) Minutes which are to be considered as bye-laws forming part of the contract.

7) Regulation of continental Rates. (Lloyd).

8) Competition of Uranium S. S. Co. Ltd., Thom-
13614 son Line & Royal Line.

Jena, April 21st, 1910.

Petitioner's Exhibit 1557

13615

Supplement to the Agenda of Paris Meeting May 5th, 1910.

9) Report of the Special Committee regarding Scandinavian Agreement (B. L.)

10.) New Norwegian Line (Lloyd).

11.) Extension of Agreement AA (Red Star).

12.) Revised list of Agents who receive more than 5% commission (White Star).

13.) Disqualification of G. Schyns Antwerp (B. L.)

13616

14.) Addition of "Franconia" to Cunard fleet and first and second class rates therefor (Cunard Line).

15.) Consideration of the proposal of the Allan Line contained in G. No. 825 regarding their Newfoundland steeragers (Allan Line. G. 683, 693, 715, 723, 726, 733, 739, 744, 745, 762, 778, 825.

Jena, April 30th, 1910.

13617

13618 **Defendants' Exhibit 272.**

G. No. 821.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:

Jena, April 25th, 1910.

To the Parties:

North West Transport Line. (G. No. 819.)

The S. S. "Volturno" which left New York on April 9th arrived on April 22nd at Rotterdam where she landed about 330 steeragers and 7 cabin passen-
13619 gers. Amongst the steeragers were 14 deported passengers.

Respectfully,

Defendants' Exhibit 273.

G. No. 822.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

13620

Jena, April 26th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 821.)

The steamer "Campania" left New York Saturday April 23rd, with 20 cabin passengers and 205 steeragers.

Respectfully,

Defendants' Exhibit 274. 13621

G. No. 823.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 27th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 822.)

The steeragers which left Rotterdam on April 16th on the "Sicilian Prince" were composed as follows: 13622

	via New York	via Halifax	Total
Russia	246	83	329
Austria	20	112	132
Hungary	37	10	47
Italy	16	69	85
Montenegro	12	23	35
Bulgaria	19	—	19
Turkey	11	28	39
Germany	11	1	12
England	—	13	13
	272	339	711

13623

With reference to G. No. 822 I still beg to communicate the following New York cable of Hapag:

> "Campania hence April twenty-third about hundred twenty steragers netrate about twenty dollars. Celtic April twenty-third four hundred fifty Continentals rate twenty-seven less two."

Respectfully,

13624 **Petitioner's Exhibit 1558.**

G. No. 824.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 29th, 1910.

To the Parties:

Uranium S. S. Co., Ltd.

13625

The Holland America Line write:

"Please note that we have appointed in opposition to S. S. 'Uranium' scheduled to sail on the 30th inst., S. S. *'St. Paul'* sailing the same day from New York. We have asked the American Line to instruct their New York office to fix the rate at $27 less $2 commission.

Respectfully,

13626

Defendants' Exhibit 275. 13627

G. No. 825.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 29th, 1910.

To the Parties:

In view of the Meeting on 5th May. I beg to submit the following letter from the Allan Line 27th instant: 13628

> "We duly received your circular letter of 12th instant enclosing a synopsis of 'Minutes proposed to be considered as bye-laws under Agreement AA. etc.' at the meeting of the Lines which is to take place in Paris on the 5th of May. We disapprove of the elimination of Minutes 84, 99 and 118, which gave expression to the assurance of the German Lines that they would use every effort in their power with their Government to improve the facilities for the transit of passengers booked for the British Lines. Although the results 13629 of their efforts have, so far, not been quite satisfactory, and we attribute no blame to the German Lines for this, we consider it preferable that these Minutes, recording the promised co-operation of the German Lines should be retained.
>
> "We also very strongly object to the proposal that Bye-law 127 should become No. 37, and should read as follows:
>
> "Eastbound steeragers from Newfoundland and the Westbound Continental steeragers

13630 *Defendants' Exhibit 275*

to Newfoundland are included in the Agreements AA and Z (Award Wilding).

"We have been expecting to hear from you on this subject ever since we replied on 8th March to Mr. Wilding's letter of 4th March confirming his award.

"The decision in our view was a most extraordinary one, and strikes at the whole basis of the agreement; we have the very strongest advice that the award was *ultra vires* of the arbitrator and that the Courts would certainly support us in refusing to accept it.

13631 "We recognize, however, the far reaching effects of such action, and have also a very strong desire to act in harmony with the other members of the Conference.

"In the circumstances we propose that the whole of the representations, both for and against, as submitted to Mr. Wilding, be referred to Herr Ballin, and Mr. Booth, for their perusal and sole decision, or if neither of these members care to undertake the duty, that the matter be similarly referred to Mr. Norman Hill, or any other first class solicitor.

"We have therefore to request that you will
13632 place this proposal on the Agenda of the 5th May Meeting for consideration * * *."

I shall place the proposal on the Agenda.

Respectfully,

Petitioner's Exhibit 1559. 13633

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 30th, 1910.

To the Parties:

Regulations of Continental Lines' rates.

In accordance with Minute 129 the Nordd. Lloyd submits the attached proposal in pursuance of which he writes yet: 13634

> "With reference to the memo. * * * it occurs to us that another solution and perhaps the most satisfactory one, would be to increase the II class rates all round by say £1.—. This would enable the Continental Lines to fix their steerage rates even higher than £8 and thus permit a correct adjustment without need of altering anything in respect of the existing rules."

The subject is on the Agenda.

Respectfully, 13635

13636 **Petitioner's Exhibit 1560.**

We beg to refer to Minute No. 129, reading:

> "A proposal of the Continental Lines to be at liberty to reduce their rates even though plus parties is not unanimously agreed. Continental Lines may submit for consideration at the next meeting a proposal for regulating continental rates."

In conformity with the last paragraph of this Minute we beg to submit the following:

The Contract provides in Art. 11 that the adjustment shall be effected by increasing the rates of the
13637 plus parties or, if this is not feasible, by reducing the rates of the Lines who are short, but it does not give the plus parties the right to reduce their rates. In the same Article it is stipulated that no Line can be compelled to fix its rates higher than £ 8.

The position of the various Continental Lines under the A. C. Pool is dependent on two different factors:

1) Upon their position versus the other Continental (N. D. L. V.) Lines that is, upon their position in regard to the Continental business, and

2) Upon the relation of Continental versus British and Scandinavian business from which latter they are
13638 debarred.

In order to arrive at a proper adjustment at the end of the year, not only the positions of each Continental Line under the A. C. Pool should be considered, but also its position versus the other N. D. L. V. Lines.

In case the British Lines would, at all times, carry their proper share of the business, there would be no difference whatever in the position of each individual Continental Line (a) under the A. C. Pool and (b) under the N. D. L. V. Pool, as the shares under both agreements are fixed in exactly the same proportion.

Petitioner's Exhibit 1560

13639

However, as long as the British Group is short—and under normal conditions this will be the case during about the first nine months of the year (as up to this date the relation of the British and Scandinavian business to the total traffic covered by Agreement A. A. remains behind the yearly average) the position of the individual Continental Lines is not correctly visible from the A. C. statistics, as the real position of the individual lines is modified by their percentual share in the total plus of the Continental group versus the British group—F. i. if the British Lines are 10,000 short and the Continental Lines consequently 10,000 in excess, the North German Lloyd having 13640
26.53% out of the total 62.48% of the Continental Group or 42.46% of the latter, will appear as in excess by 4246 passengers, if the said Company has carried its proper share under the N. D. L. V. Pool, and it would still appear as 246 in excess (and consequently be prevented from reducing its rate) if its shortage under the N. D. L. V. Pool would amount to 4000.

The real position of the individual Continental Lines becomes, however, apparent, as soon as the minus of the British Lines disappears. This will usually happen at the end of September and, as already explained, this change is chiefly due to the then 13641
larger number of British and Scandinavian passengers whilst, at the same time, emigration from the Continent is less important. (We have already drawn attention to this fact in Circular 420 and the statistics attached to Circular 794 confirm it.)

The effect of this change is that the plus of the various Continental Lines, so far as such plus resulted from the British Lines shortage, suddenly disappears and the real position of the individual continental Lines then becomes apparent. But as the season, especially for Continental business, has then too far

13642 *Petitioner's Exhibit 1560*

advanced, it will be too late to bring about a correct adjustment by any ordinary means until the end of the year. Therefore, in order to arrive at a correct adjustment at the close of the year, the Contiental Lines must take measures before hand to adjust their position amongst themselves. This, however is not possible if the Lines who, in the N. D. L. V. Pool remain heavily behind their share, are prevented from reducing their rates because, under the A. C. Pool they appear as plus parties.

It is obvious that these difficulties could be easily avoided if the Continental Lines would start, at the
13643 beginning of the year, with rates below the maximum of £8 say with £7 or less as, in that case the adjustment among the Continental Lines could be effected by advancing the rates of the plus parties. This practice, however, would have the disadvantage that it would prevent the Continental Lines and consequently also the British Lines, from obtaining the best possible rates during the spring months when emigration from the Continent is at its highest and when good rates can be easily obtained, while on the other hand, it would bring the rates up at a time when emigration from the Continent falls off and when it may appear desirable, in the face of possible outside competition—
13644 to keep the rates at least of some of the direct Lines at a lower level.

In consideration of the above the Continental Lines have found it more in the interest of all the parties concerned, to follow the reverse course, *i. e.*, to start with the maximum rates at the beginning of the year and to gradually reduce the rates as the season proceeds and emigration falls off. Here, however, the difficulty begins, as the fact that the Continental Lines, generally as well as individually (and especially also those of the Continental Lines who, under the N. D. L. V. Pool are short) appear as in excess under the

Petitioner's Exhibit 1560

13645

A. C. Pool, will prevent them from lowering their rates and adjusting their position among themselves.

In order, therefore, to enable the Continental Lines to maintain their present practice of starting with high rates at the beginning of the year, it will be necessary to allow them to slightly reduce their rates, even though they may appear to be in plus A margin of £1 would, in our opinion, be sufficient and we would therefore move the adoption of the following clause:

> "In case the Continental Lines find it convenient, at the beginning of the year, to adopt 13646
> for their regular New York steamers the maximum rate of £8, they shall be allowed to reduce their rates for adjustment among themselves by not more than £1 irrespective of their position in the A. C. Pool."

Such an arrangement would in no way prejudice the interests of the British Companies inasmuch as the latter have it always in their power to adjust their own position, and as they can rest assured that the Continental Lines, in view of their large interests in the Continental business, will not reduce their rates if it can possibly be avoided.

13647

13648 **Petitioner's Exhibit 1561.**

G. No. 826.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, April 30th, 1910.

To the Parties:

13649 *Paris Meeting May 5th, 1910. (G. No. 820.)*

With reference to G. No. 820 I beg to enclose herewith a supplement to the Agenda sent on April 21st and also a list of the gentlemen of the A. C. Lines who will attend the Meeting.

Respectfully,

13650

Petitioner's Exhibit 1562.

13651

List of gentlemen who will be present at the A. C. Meeting at Paris, Hotel Majestic, May 5th, 1910.

Allan Line: Mr. Hugh A. Allan, Mr. W. McK. Rodan.

Anchor Line: Mr. Richard Henderson, Mr. A. C. F. Henderson, Mr. John Aitchinson.

Canadian Pacific: Mr. H. S. Carmichael.

Cunard Line: Mr. A. A. Booth, Mr. T. Royden, Mr. A. D. Mearns, Mr. S. J. Lister.

Donaldson Line: Mr. Charles Donaldson, Mr. S. S. Moncur.

13652

Hamburg-Amerika Linie: Director Ad. Storm, Mr. F. Bonnemann, Dr. Murken, Mr. Neumann, Mr. C. Barnbrock, Mr. Vock.

Holland-Amerika Lijn: Director Jhr. Otto Reuchlin, Director Jhr. J. G. Reuchlin.

I. M. M. Co. (American Dominion White Star): Mr. I. Bruce Ismay, Mr. Harold A. Sanderson, Mr. A. B. Cauty.

Norddeutscher Lloyd: Director Heineken, Mr. V. Plettenberg, Mr. G. Seyde, Mr. A. Knüppel.

Red Star Line: Director Ed. Strasser, Mr. G. Weingartner, Mr. Gothard Strasser.

Secretary of the British Lines: Mr. E. S. Smyth.

13653

On invitation: Cie Gle Transatlantique Director Dal Piaz, Mr. R. Sagot.

On invitation Austro Americana: Mr. Oscar Cosulich.

13654 *Petitioner's Exhibit 1562*

Supplement to the Agenda of Paris Meeting May 5th, 1910.

9) Report of the Special Committee regarding Scandinavian Agreement (B. L.).

10) New Norwegian Line (Lloyd).

11) Extension of Agrement AA (Red Star).

12) Revised List of Agents who receive more than 5% commission (White Star).

13) Disqualification of G. Schyns Antwerp (B. L.).

13655

14) Addition of "Franconia" to Cunard fleet and first and second class rates therefor (Cunard Line).

15) Consideration of the proposal of the Allan Line contained in G. No. 825 regarding their Newfoundland steeragers (Allan Line) G. 683, 693, 715, 723, 726, 733, 739, 744, 745, 762, 778, 825.

Jena, April 30th, 1910.

13656

Defendants' Exhibit 276. 13657

G. No. 827.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 2nd, 1910.

To the Parties:

North West Transport Line. (G. No. 812.) 18658

In pursuance to G. 812 the Cie. Gle. Transatlantique advise me of their following eastbound departures:

May 5th Lorraine.
" 12th Savoie.
" 14th Gascogne.
" 14th Caroline.
" 19th Provence.
" 26th Touraine.
" 28th Chicago.
" 28th Niagara.

Respectfully,

13659

13660 **Petitioner's Exhibit 1563.**

G. No. 828.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 2nd, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 823.)

13661 S. S. "Volturno" left Rotterdam on April 30th with 21 cabin passengers and 876 steeragers, of which 456 for Halifax. As the Volturno on her last outward voyage had 1007 steeragers on board, she does not seem to have obtained her full capacity this time.

With reference to G. 817, I beg to promulgate the following notice of the Shipping Gazette of 29th instant:

"The Hague, April 27.

13662 "I hear that the North West Transport Line, formerly running between Hamburg, Rotterdam, Halifax and New York, has been taken over by the Uranium Steamship Company (Limited), of London, and that the firm of P. A. Van Es and Co., will act as Rotterdam agents. In future, the boats of this new Line will ply between Halifax, New York and Rotterdam, and will not touch at Hamburg. Beginning on April 30, a steamer will be despatched from Rotterdam fortnightly."

Respectfully,

H. PETERS,
P. Mgr.

Petitioner's Exhibit 1564.

13663

G. No. 829.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 3rd, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 824.)

13664

The Hamburg America Line inform me of their following New York cable:

> "Uranium hence April 30th, about ninety steerage netrate about twenty dollars Saint Paul April 30th, for hundred one Continentals twenty-seven less two."

Respectfully,

P. S.

The Holland America Line communicate that the number of steeragers has been 140 and 10 cabin passengers.

13665

They further write:

> "Please note that we have appointed in opposition to S. S. 'Sicilian Prince' scheduled to sail on the 7th inst., S. S. 'Philadelphia' sailing the same day from New York. We have asked the American Line to instruct their New York office to fix the rate of $27 less $2 commission."

13666 **Petitioner's Exhibit 1565.**

G. No. 830.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 7th, 1910.

To the Parties:

13667 I herewith beg to send copies of Minutes of the Meeting at Paris on May 5th, 1910; printed copies are being prepared and will follow shortly.

The annex referred to in Minute 150 (Scandinavian American Line Agreements) is attached except the westbound Agreement dated London, March 3rd, 1910.

Respectfully,

H. PETERS,
P. Mgr.

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 9 May, 1910, Ansd.

13668

Petitioner's Exhibit 1566.

13669

Annex to G. No. 830.

Agreement for Eastbound Steerage Business.

Between (1) the Atlantic Conference Lines, namely:

The Allan Line S. S. Co. Limited, Glasgow, Liverpool and London (for all its services).

The Anchor Line (Henderson Brothers) Limited, Liverpool.

Canadian Pacific Railway Co. (Atlantic Steamship Lines).

The Cunard S. S. Co. Limited, Liverpool, for its 13670
Liverpool Services, and for all Non-Italian & Non-Oriental passengers by its Trieste-Fiume Service.

I. M. M. Co. American Line.
" Dominion Line.
" White Star Line.

The Hamburg Amerikanische Packetfahrt A. G., Hamburg.

The Nederlandsch Amerikaansche Stoomvart Maatschappij, Rotterdam.

Norddeutscher Lloyd, Bremen.

Societe Anonyme Belge Americaine (Red Star Line), Antwerp (The Mediterranean Services of the 13671
Lines are excepted, except as specially provided for). and the

(2) Det Forenede Dampskibs-Selskab Limited, of Copenhagen, called the Scandinavian-American Line.

(1) It is agreed to include the Scandinavian American Line in the Atlantic Conference for their Eastbound steerage passenger traffic from the United States of America and Canada to Europe under Agreement AA (with all subsequent by-laws and resolutions so far as they are applicable to Eastbound

13672 *Petitioner's Exhibit 1566*

business), to which they become party, with a percentage allotment of 3.94 of the total Eastbound steerage carryings of the Atlantic Conference Lines, as mentioned above and themselves.

(2) It is agreed that this arrangement dates from 1st March, 1910.

(3) In the event of any new competition whatever arising to any Scandinavian or Finnish port, from the United States or Canada, arrangements to be considered for combined action for meeting same. Failing a satisfactory arrangement to this end, either party
13673 has the right to cancel this agreement forthwith.

On behalf of the Atlantic Conference.

Signed JOHN AITCHISON.
" A. B. CAUTY.
" S. J. LISTER.

Det Forenede Dampskibs-Selskab Aktieselskab.
Signed C. M. COLD.

London, March 3rd, 1910.

13674

Petitioner's Exhibit 1567. 13675

G. No. 831.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 9th, 1910.

To the Parties:

Payments for April. 13676

I beg to request the parties to make the following payments for April in conformity with Form 30, No. 4:

Anchor Line to Allan Line	£	1564.—.—
Anchor Line to Cunard Line	"	2395.—.—
American Line to Cunard Line	"	309.—.—
Dominion Line to Cunard Line	"	1782.—.—
White Star Line to Continental Lines	"	22849.—.—
White Star Line to Cunard Line	"	180.—.—
White Star Line to Canadian Pacific Ry Co.	"	372.—.—
Donaldson Line to Canadian Pacific Ry. Co.	"	296.—.— 13677
	£	29747.—.—

Respectfully,

13678 **Defendants' Exhibit 277.**

G. No. 832.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 9th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 830.)

13679 The steeragers of the S. S. "Volturno" which left Rotterdam on April 30th, were composed as follows according to their nationality:

	via New York	via Halifax	Total
Russia	245	41	286
Austria	106	64	170
Hungaria	82	1	83
Italy	67	188	255
Turkey	43	9	52
Germany	2	—	2
Holland	—	7	7
13680 France	—	9	9
Servia	4	—	4
Bulgaria	8	—	8
	557	319	876

Defendants' Exhibit 278. 13681

G. No. 833.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 9th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 829.) 18682

The "Campania" which left New York April 23rd, arrived at Rotterdam, May 5th where she landed 16 cabin passengers and 180 steeragers of which 43 were deported passengers.

The Holland America Line write:

> "Referring to our letter of the 2nd inst. we beg to inform you that according to a cable received from New York, the net rate for S. S. 'Sicilian Prince' scheduled to sail on the 7th inst. has been reduced to $23. Consequently we asked the American Line yesterday to cable to their New York office to reduce the rate for S. S. 'Philadelphia' May 7th (opposition steamer) to $25. Less $2. Commision, which please note." 13683
>
> Respectfully,

13684 **Defendants' Exhibit 279.**

G. No. 834.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 10th, 1910.

To the Parties:

13685 *Uranium S. S. Co. (G. No. 833.)*

S. S. "Sicilian Prince" sailed Saturday, May 7th, from New York with 150 steeragers and 10 cabin passengers.

Respectfully,

13686

Defendants' Exhibit 280. — 13687

G. No. 835.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1910.

To the Parties:

Payments to the Russian East Asiatic S. S. Co.

13688

I beg to request the parties to make the following payments for April in accordance with Form 35, No. 4:

N. D. L. V. Lines to Russian America Line	£	2630.—.—
Allan Line to Russian America Line	"	37.—.—
Anchor Line to Russian America Line	"	147.—.—
American Line to Russian America Line	"	291.—.—
Dominion Line to Russian America Line	"	184.—.—
White Star Line to Russian America Line	"	385.—.—
Cunard Line to Russian American Line	"	591.—.—
Canadian Pac. Ry Co. to Russian America Line	"	11.—.—
	£	4276.—.—

13689

As the Russian America Line request me not to send the amounts direct to Libau the parties will please remit them to me for transmission to Copenhagen.

Respectfully,

13690 **Petitioner's Exhibit 1568.**

G. No. 836.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 11th, 1910.

To the Parties:

Regulations to N. A. P. C. Agents.

13691

From the Red Star Line I received the following letter:

"One of our Agents in Great Britain send us the enclosed circular of the North Atlantic Conference dated April 20th,[1] and writes as follows:

"'I am somewhat puzzled by the enclosed circular I have received this morning.

"'I was under the impression that the Red Star Line formed part of the Combine and Conference in connection with the other Lines mentioned in this circular, but, if I read this correctly I am prohibited from issuing any tickets or booking passengers by the Red Star Line as the Line is not mentioned in the circular.

13692

"'If, as is probable, a copy of this circular is sent to all Agents throughout the United Kingdom, it would appear to me that it will be detrimental to your interests unless it is made clear that the prohibition to book passengers does not refer to the Red Star Line.

"Will you kindly put us right on this point.'

Defendants' Exhibit 281

13693

"Will you kindly publish this letter and at the same time ask the British A. C. Lines for an explanation of this circular and if we may expect the same to be promptly withdrawn and corrected."

I shall be obliged for a reply from the British Lines.

Respectfully,

1) See A. C. printed matter No. 1001.

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 13 May, 1910, Ansd.

13694

Defendants' Exhibit 281.

G. No. 837.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 12th, 1910.

To the Parties:

13695

Uranium S. S. Co. (G. No. 834.)

With reference to G. No. 834 I still beg to communicate the following New York cable of the Hamburg-Amerika Linie:

"'Sicilian Prince' hence May seventh about sixty steeragers netrate about twenty dollars. 'Philadelphia' May seventh five hundred thirty-three Continentals, rate twenty-seven less two."

Respectfully,

13696 **Petitioner's Exhibit 1569.**

G. No. 838.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 13th, 1910.

To the Parties:

13697 *Eastbound Agreement with Scandinavian American Line.*

In Article I of the Agreement on eastbound business with the Scandinavian American Line it is agreed that they become a party to Agreement A. A., as far as eastbound business is concerned. From this it follows in my opinion, that they have to deposit with the Secretary a promissory note in accordance with Article 17, if I do not hear from the parties to the contrary, say up to May 27th, I shall ask the Scandinavian American Line for a bill of acceptance as agreed to in Minute 63 and for the amount of £3940.

Respectfully,

18698

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 16 May, 1910. Ansd.

Petitioner's Exhibit 1570.

13699

G. No. 839.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 14th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 837.)

13700

The Holland America Line write:

> "Please note that we have appointed in opposition to S. S. 'Volturno' scheduled to sail on the 21st inst. S. S. 'New York' sailing the same day from New York. We have asked the American Line to instruct their New York office to fix the rate at $27 less $2 commission."

Respectfully,

13701

13702 **Petitioner's Exhibit 1571.**

G. No. 840.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 14th, 1910.

To the Parties:

Agent Schyns, Antwerp. (G. No. 796.)

13703

Mr. Ed. Strasser writes:

"I hear from a source generally well informed that Agent Schyns has applied for an emigration licence for his son the intention being evidently to evade thereby the disqualification. The son would act as Agent for the A. C. Lines and the father who is disqualified would carry on the business for the non Conference Lines; I thought it well to warn the A. C. Lines of this."

Respectfully,

13704

Defendants' Exhibit 282. 13705

G. No. 841.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 14th, 1910.

To the Parties:

I beg to send today printed copies of the minutes and by-laws with annexes of the meeting of 5th inst., likewise enclosed are advance proofs of the by-laws to be reprinted according to the report of the Special Committee as per Minute 155. For reference sake I found it practicable not to alter the numbers of these by-laws, should it however be found desirable to number them for Agreement AA, No. 22 etc., and to start for the Agreement V and W with No. 1, the parties will please inform me. If no such information or remarks as to the by-laws themselves are received until 23rd inst. I shall take it that the parties agree to the by-laws being printed in the present form. 18706

Respectfully,

13707

13708 **Petitioner's Exhibit 1572.**

G. No. 842.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 14th, 1910.

To the Parties:

Regulations to N. A. P. C. Agents. (G. No. 836.)

13709 With reference to G. No. 836 I received the following letter from the Hamburg Amerika Linie:

> "As far as our Line is concerned we endorse the standpoint adopted by the Red Star Line in this circular-letter. In view of our membership of the Atlantic Conference, to which the British Lines, named in the North Atlantic Passenger Conference—circular in question also belong, the Agents in Great Britain cannot in our opinion very well be prohibited by the latter from booking for us, who are not mentioned in the circular."

13710 From the Norddeutscher Lloyd:

> "We beg to acknowledge receipt of circular G. No. 836 and wish to associate ourselves in the Red Star Line's protest against the circular issued by the North Atlantic Conference under date of April 20th. We must insist that in order to efface the wrong impression created by the above circular, a memorandum should be sent to the various British Agents, informing them that the restriction, not to book passengers for other than North Atlantic Confer-

 13711

ence Lines, applies exclusively to steerage and /or third class transatlantic business and does not in any way refer to I or II class traffic or to traffic other than transatlantic. At least 100 copies of this circular to be placed at our disposal for use at our own discretion amongst our British agents."

Respectfully,

Petitioner's Exhibit 1573.

13712

G. No. 843.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 18th, 1910.

To the Parties:

Compensation for fighting rates and Scandinav. American Line.

13713

According to the Agreement with the Scandinavian American Line the latter becomes a party to Agreement AA, and to the byelaws; this implies that the Scandinavian American Line have also to bear their share in the costs incurred for compensating the fighting steamers since March 1st. If this should not be the meaning, I shall be glad if the parties will please inform me of their opinion until 25th instant.

Respectfully,

H. PETERS, p. Mgr.

13714 **Petitioner's Exhibit 1574.**

G. No. 844.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 20th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 839.)

13715 The Holland America Line communicate that according to a cable received from New York the netrate for S. S. "Volturno" scheduled to sail to-morrow has been reduced to $22.— and that consequently they have asked the American Line to reduce the rate for the competing SS. "Newyork" 21st inst. to $24.— less $2.—

The sailing of the Compania which was advertised from Rotterdam on 14th inst. has been postponed until tomorrow.—197 passengers which had arrived at Rotterdam until May 10th for her were forwarded to Bristol to join the "Royal Edward."

Respectfully,

13716

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 May, 1910. Ansd.

Defendants' Exhibit 283. 13717

G. No. 845.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 21st, 1910.

To the Parties:

Revision of Byelaws. (G. No. 841.).

The Hamburg America Line member of the Special Committee appointed at the recent meeting to revise 13718
the byelaws states that by mistake byelaw 66 has been brought under the byelaws to Agreements V. & W. and that this should be altered, as byelaw 66 bears on steerage business and has nothing to do with the cabin agreements. The parties will easily persuade themselves by circular letter G. No. 237 that this observation is correct and that the question of the exchange of eastbound prepaid tickets was brought up exclusively as a matter appertaining to steerage business. I therefore shall take it that the parties agree to byelaw 66 being withdrawn from the additions to Agreements V & W and be added to the byelaws to Agreement AA unless I am informed to the contrary until 28th in- 13719
stant.

The Red Star Line wish to have ascertained what value is to be attributed to the byelaws and minutes which are not carried forward in the synopsis of byelaws as per G. 841; as this might become a question of importance in the event of later disputes and arbitration cases. Will the parties please let me know their view in this respect.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 May, 1910. Ansd.

13720 **Defendants' Exhibit 284.**

G. No. 846.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena

Jena, May 21st, 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. No. 844.)

The "Campania" left Rotterdam today's afternoon, she has obtained 787 steeragers and 40 cabin passen-
13721 gers. Of the steeragers 385 are for Halifax and 402 for the U. S.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. May 23, 1910. Ansd.

Defendants' Exhibit 285.

G. No. 847.

ATLANTIC CONFERENCE.

Secretary's Office
13722 Telegraph Address:
"Secretair," Jena

Jena, May 24th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 846.)

S. S. "Volturno" sailed Saturday May 21st from New York with 230 steeragers & 20 cabin passengers.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 May. 1910. Ansd.

Defendants' Exhibit 286.

13723

G. No. 848.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 26th, 1910.

To the Parties:

Thomson Line. (G. No. 815.)

The Hamburg American Line received the following Postal Card of the Thomson Line announcing reduction in prepaid rates which may be of interest to the parties. 13724

Thomson Line
New Twin Screw Passenger Service
Europe to Canada

Minneapolis Special Rate Card No. 6
Effective May 7, 1910

Reduction in Prepaid Rates

To Agents: You may now sell Prepaid Third Class Tickets at the following rates:

From Rotterdam	to	Quebec	$25.75	13725
" Antwerp	to	"	26.25	
" Libau (Russia)	to	"	34.00	
" London	to	"	25.00	
" Sweden, Norway and Denmark	to	"	31.50	
" Finland (Hangö, Abo and Helsingfors)	to	"	34.50	

U. S. Head Tax $4.00 No Head Tax to Canada

Important To Agents

Do Not issue Prepaid Tickets from Inland Points in Germany, Austria, Hungary, etc., as explained to

13726 *Defendants' Exhibit 286*

you before We Can Not (nor can any other Steamship Line) provide prepaid passengers with Continental Railroad tickets, as only the price of the ticket can be forwarded by our European Agents, causing needless delays in every instance. Instruct purchaser to forward cash to passenger, direct. Prepaid Tickets Should be Issued From European Seaports Only.

Head Agents,
THE ROBERT REFORD CO. Ltd.
Montreal, Canada.
H. E. LIDMAN,
General Agent,
13727 208 South 4th Street,
Minneapolis, Minn., U. S. A.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Rec. 28 May, 1910. Ansd.

13728

Defendants' Exhibit 287. 13729

G. 849.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 26th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 847.)

The Hamburg-American Line received following 18730
New York cable:

> "Volturno hence May twentyfirst about two hundred steerage net rate about nineteen dollars also eighteen deported steamer Newyork May twentyfirst six hundred seventy-five continentals at twenty-four less two also transferred two hundred thirty-seven Lapland thirty-six Celtic."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28 May, 1910. Ansd.

13731

13732 **Defendants' Exhibit 288.**

G. No. 850.

ATLANTIC CONFERENCE

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 26th, 1910.

To the Parties:

Royal Line. (G. No. 791.)

13733 The Cie. Gle. Transatlantique send me a sailing bill & rate sheet of the Royal Line in which are advertised fortnightly sailings of the Royal Edward and Royal George. The rates quoted for the summer season are westbound:

I. Class..... £ 18.—.—
II. " ..... " 10.5.—
III. " ..... " 6.—.— (head tax of 16 s. additional for steeragers to the U. S. A.)

The second and third class eastbound rates are the same as westbound.

Respectfully,

13734 (Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 28, May, 1910. Ansd.

Defendants' Exhibit 289. 13735

G. No. 851.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 27th, 1910.

To the Parties:

Royal Line.

The following telegram which I received from the Cunard Line I communicated to the Continental Lines only, as the British Lines I think are already ac- 13736
quainted with its contents, Liverpool: 26/5, 5.25

> "On behalf of British Lines Mr. Aitchison Anchor Line met representatives Royal line London Tuesday. Mr. Mackenzie Colonel Davidson and Mr. Peterson being present, they stated have every wish to work in friendly spirit with conference lines but felt they should build up agents organization before entering into agreement, which might limit their arrangements after discussion were favorably disposed come into agreement but make it a condition that Uranium company should also be arranged with although stated Royal line has no connection with Uranium company, latter are willing to receive approaches from continental lines. Royal line prepared maintain rates and conference commissions in every respect, Mackenzie returns Canada today but remaining representatives prepared to carry on negotiations." 13737

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 30 May, 1910. Ansd.

13738 **Defendants' Exhibit 290.**

G. No. 852.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 27th, 1910.

To the Parties:

Uranium S. S. Co. (G. 849.)

The steeragers which left Rotterdam May 21st on the S. S. Campania were composed as follows:

13739

Russia	290	
Austria	218	
Hungaria	80	
Italy	78	
Aremenia	59	(from England)
Bulgaria	16	
Roumania	12	
Servia	1	
Turkey	15	
Luxemburg	12	
Germany	4	
Holland	1	

13740 786

Royal Line (G. No. 850.)

On May 24th 35 steeragers were forwarded from Rotterdam to England for the "Royal George" which should leave Bristol on the 26th. The 35 steeragers were composed as follows:

Austria	16
Italy	9
Russia	6
Hungary	4
	35

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 30 May, 1910. Ansd.

Defendants' Exhibit 291. 13741

G. No. 853.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 28th, 1910.

To the Parties:

Enclosed I beg to send one copy of the account of the expenses of the Secretary's Office for the year 1909 after it has been verified by the Hamburg-Amerika Linie: 13742

The expenses up to December 31st amount to	M43670.14	
inclusive interest charged at the rate of the German Imperial bank for loans against security.		
To this amount has to be added interest from January 1st to May 31st 1910 at the rate of 6% from January 1/20, 5½% from January 21st to Feb'y 9th, 5% from February 10th to May 31st totalling in	" 945.58	13743
	M44615.72	

13744 *Defendants' Exhibit 291*

The percentages for computation of this amount in accordance with Art. 23 are given in G. No. 382, viz:

		Mean %	Total amount due by the individual lines
	Allan Line	2.70	M1204.62
	Anchor Line	3.56	" 1588.32
	Cunard Line	14.04	" 6264.05
	Hamburg-Amerika Linie	15.55	" 6937.74
	Holland-Amerika Linie	6.19	" 2761.71
	Norddeutscher Lloyd	22.05	" 9837.77
13745	Red Star Line	8.885	" 3964.11
	White Star Line	11.705	" 5222.27
	American Line	7.485	" 3339.49
	Dominion Line	2.905	" 1296.09
	Canadian Pacific Ry. Co.	2.18	" 972.62
	Russ. Eastasiatic SS. Co.	2.75	" 1226.93
		100.00	M44615.72

I shall be obliged for remittance of the amount due by the individual lines.

Respectfully,

13746

Petitioner's Exhibit 1575. 13759

G. No. 854.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th 1910.

To the Parties:

Uranium SS. Co. (G. No. 852.)

The Holland America Line have appointed the Norddeutscher Lloyd steamer "George Washington" to compete with the "Campania." The rate for the "George Washington" is $27 less $2 commission. 13760

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Jun. 1910. Ansd.

13761

13762 **Defendants' Exhibit 292.**

G. No. 855.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 30th 1910.

To the Parties:

Karlsberg, Spiro & Co.

From the Russian America Line I received the following letter (Translation):

13763 "From copy of our complaint which we lodged with the Police Office here on 20th inst. you will see in which way the Libau representatives of the British Lines proceed against us.

"When the steamer was about leaving we caused still two trouble-makers of the resp. firm who had sneaked into our waiting-hall and spread amongst the passengers all sorts of slander against us and the steamer 'Lituano.'

"The conduct of Karlsberg, Spiro & Co. is directly opposed to the spirit of our agreement and we ask therefore, referring to Appendix 2 of Agreement AA that the British Lines
13764 fine these agents for 1000 Roubles, and that they be disqualified in case of repetition.

Awaiting your reply etc."

The complaint referred to above reads:

"To the Pristow of the II. District of Libau.

"When to-day there were in the office of our passenger department about 500 (?50) persons with the intention of booking the assistant of the chief of that department, Mr. N. Rosaler

Defendants' Exhibit 292

13765

perceived that two men had gathered a big crowd round them telling them all sorts of swindle and slander against the steamer Lituania 11th inst. *f. i.* the voyage would take 20 days, there were no sleeping room on the steamer etc. and trying to persuade them not to go by that steamer.

"When Mr. N. Rosaler appeared in the crowd which became more and more excited and tried to contradict those slanders and when he asked the two men to take a look at the steamer one of them asked that Mr. Rosaler might listen to him privately. Mr. Rosaler then took them 13766
into his private room. There it appeared that the two men were Israel Chenkin and Joseph Kelchenskey. Chenkin then tried to induce Kelchensky to leave the room asking him to look alone at the steamer as he, Chenkin, had very little time to spare.

"After Kelchensky had left the room and after a short conversation Chenkin told him, that he could influence the passengers by his agitation that they would not go by the 'Lituania.' They would then book with Karlsberg, Spiro & Co. and in consideration he would get from this firm Rbl. 3 for each passenger. If 13767
the Russian America Line would pay him 100 roubles he would persuade the passengers to book for the 'Lituania.' At this moment entered the room Chenkin's brother who introduced himself to Mr. Rosaler as Grigory Lewitin who had also been agitating and he confirmed what Chenkin had told.

"As Mr. Rosaler liked to have a witness about Chenkin's declaration he asked our employee Mr. Birker into his room in whose presence Chenkin repeated his demand.

13768 *Defendants' Exhibit 293*

"As the proceeding of Chenkin and Lewitin is in our opinion a Schantasch (sic) we beg to request that they be called to account."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Jun 1910. Ansd.

13769 **Defendants' Exhibit 293.**

G. No. 856.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 31st 1910.

To the Parties:

Royal Line. (*G. No. 851.*)

13770 According to the Shipping Gazette the Royal Line had up to the present the following sailings:

	I. Class	II. Class	III. Class
"Royal Edward" May 12th:	50	150	500
"Royal George" " 26th:	35	120	400
	85	270	900

The above figures seem to be approximative only. If any one can get the exact figures and also statistics of the nationality of the steeragers it would be of interest.

Respectfully,

Petitioner's Exhibit 1576. 13771

G. No. 857.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, May 31st 1910.

Confidential

To the Parties:

I am informed that these last days Mr. Boas, Resident Director of the Hamburg America Line at New-York, has been summoned before the Grand Jury and has been examined by the state attorney on the essence and contents of the Agreements and Pools between the steamship Lines, on the appointment of fighting steamers and other measures and that in consequence Mr. Boas was enjoined to lay before the Grand Jury all pooling agreements. 13772

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 2 Jun. 1910 Ansd .....

13773

13774 **Defendants' Exhibit 294.**

G. No. 858.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 4th 1910.

To the Parties:

Having audited the Statistics of the N. D. L. V. Lines, I intend to come to England for auditing the
13775 statistics of the British Lines about June 14th. I shall inform in due time the different parties when I expect to call on them.

Corrections which the parties still have to make for 1909 they will please report until June 13th.

Respectfully,

Defendants' Exhibit 295.

G. No. 859.

ATLANTIC CONFERENCE.

13776 Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 4th 1910.

To the Parties:

Uranium S. S. Co. (*G. No. 854.*)

The S. S. "Uranium" sailed today from Rotterdam with 49 cabin passengers and 642 steeragers of which 280 for Halifax.

Respectfully,

Petitioner's Exhibit 1577. 13777

G. No. 860.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 6th 1910.

To the Parties:

Royal Line. (*G. No. 856.*)

The White Star-Dominion Canadian Service write: 13778

"Referring to your G. 856 of May 31st, the following are actual carryings of the Royal Line steamers:

WESTBOUND.	I	II	III
"Royal Edward" May 12, including 205 Continentals.	30	100	432
"Royal George" " 26, including 100 Continentals.	28	86	260

EASTBOUND. 13779

"Royal Edward" May 26	60	58	50

"Westbound carryings Third Class other than Continental are all British. We have not particulars of the nationalities of the Continental Passengers."

Respectfully,

13780 **Petitioner's Exhibit 1578.**

G. No. 861.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 7th 1910.

To the Parties:

Thomson Line. (*G. No. 848*)

13781 The White Star Line send me the following copy of letter of their London (City) Office:

> "*Thomson Line.* We beg to inform you that the 'Cairnrona' which left London for Portland on Friday last had only 96 passengers.
>
> "The next sailing of the Thomson Line will be the Steamship 'Tortona' which is expected to leave London on the 21st June."
>
> Respectfully,

13782

Petitioner's Exhibit 1579.

13783

G. No. 862.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 7th 1910.

To the Parties:

Revision of Byelaws. (*G. No. 845*)

I beg to send to-day definite copies of the synopsis of byelaws amended as per G. 845, according to which byelaw 66 has been ranged under the byelaws under Agreement AA and has been eliminated from the byelaws to Agreements V and W. The numbers of the byelaws have upon request not been changed; 13784

As to the question what value is to be attributed to byelaws and minutes not reprinted I beg to state as the view of the parties that for referring to them in case of differences of opinion or arbitration they retain their validity without reserve.

Respectfully,

13785

13786 **Defendants' Exhibit 296.**

G. No. 863.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 8th 1910.

To the Parties:

Payments to and from the Russian East Asiatic S. S. Co.

13787 In conformity with Form 35, No. 5 the following payments are to be made for May:

Allan Line	to Russian Eastasiatic SS. Co.	£	76.—.—
Anchor Line	" " " "	"	15.—.—
American Line	" " " "	"	46.—.—
White Star Line	" " " "	"	134.—.—
Cunard Line	" " " "	"	49.—.—
Canadian Pacific Ry. Co.	" " " "	"	77.—.—
Russian East Asiatic SS. Co.	" N. D. L. V. Lines	"	171.—.—
" " " " "	" Dominion Line	"	42.—.—

I beg to request the parties to make the payments as follows:

Allan Line	to Russian Eastasiatic SS. Co.	£	76.—.—
13788 Anchor Line	" " " "	"	15.—.—
American Line	" " " "	"	46.—.—
Cunard Line	" " " "	"	47.—.—
White Star Line	" Continental Lines	"	134.—.—
Cunard Line	" " "	"	2.—.—
Canadian Pacific Ry. Co.	" " "	"	35.—.—
Canadian Pacific Ry. Co.	" Dominion Line	"	42.—.—

The payments for the Russian East Asiatic SS. Co. the respective parties will please send to the Danske Landmandsbank Hypothek—og Vekselbank Kopenhagen, to be credited to the Ostasiatische Kompagnie Kopenhagen, and inform the Russian American Line at Libau of the payments accordingly.

Respectfully,

Defendants' Exhibit 297.

13789

G. No. 864.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 8th, 1910.

To the Parties:

Payments from the Scandinavian American Line.

13790

According to Form 41, No. 1 I beg to request the Scandinavian American Line to make the following payments for March, April & May:

To N. D. L. V. Lines.....	£	1191.—.—
" Allan Line	"	128.—.—
" Anchor Line	"	102.—.—
" American Line	"	227.—.—
" Dominion Line	"	39.—.—
" White Star Line	"	403.—.—
" Cunard Line	"	393.—.—
" Canadian Pacific Ry. Co.	"	117.—.—
	£	2600.—.—

13791

The Scandinavian American Line will please send their remittance for the N. D. L. V. Lines to me.

Respectfully,

(Stamped): North Atlantic Passenger Conference Received 10/6 1910 Acknl'd 1910 Answered 1910.

13792 **Defendants' Exhibit 298.**

G. No. 865.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 8th 1910.

To the Parties:

13793 *Payments for May.*

According to Form 30, No. 5 I beg to request the parties to make the following payments for May:

Allan Line to Continental Lines	£	1749.—.—
Dominion Line to American Line	"	4108.—.—
Dominion Line to Canadian Pacific Ry. Co.	"	152.—.—
Dominion Line to Donaldson Line	"	140.—.—
Dominion Line to Continental Lines ..	"	3323.—.—
White Star Line to American Line	"	343.—.—
Cunard Line to Continental Lines	"	8959.—.—
		£18774.—.—

18794

Respectfully,

Defendants' Exhibit 299. 13795

G. No. 866.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 8th 1910.

To the Parties:

Uranium S. S. Co. (G. No. 859.) 13796

The steamer "Volturno" which left New York on May 21st arrived at Rotterdam June 4th, where she landed 275 steerages and 15 deported passengers.

Respectfully,

13797

13798 **Defendants' Exhibit 300.**

G. No. 867.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 9th 1910.

To the Parties:

13799 *Notice of withdrawal of Messrs. Ismay, Imrie & Co. from Byelaw 22.*

Messrs. Ismay, Imrie & Co. write under date of 6th instant:

> "In view of the negotiations which have been opened up with the Canadian Northern Railway which will probably be followed by an Agreement with them and the Uranium S. S. Co., we beg to give the required 30 days' notice of withdrawal from the fighting measures as per Minute No. 22."

Respectfully,

13800 H. PETERS.

P. S. Notices of withdrawal from byelaw 22 have also been received from the American and Dominion Lines.

Petitioner's Exhibit 1580.

13801

G. No. 868.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 10th 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. No. 854.)

13802

The Holland America Line write:

"* * * according to a cable received from New York the nett rate for ss. 'Campania' scheduled to sail on the 9th inst. has been reduced to $22.— We have consequently asked the North German Lloyd to cable to their New York office to reduce the rate for ss. 'George Washington' June 9th (opposition steamer) to $24 less $2 commission, which please note."

Respectfully,

13803

13804 **Defendants' Exhibit 301.**

G. No. 869.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th 1910.

To the Parties:

13805 *Royal Line (G. 860.)*

The Holland American Line communicate that on 7/8 of June 10[illegible] passengers departed from Rotterdam for the Royal Edward viz:

6	from	Holland
10	"	Russia
70	"	Austria
2	"	Hungary
5	"	Turkey
16	"	Italy
109		

13806 Respectfully

Defendants' Exhibit 302.

13807

G. No. 870.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. 859.)

13808

Of the passengers who had embarked at Rotterdam on the "Uranium" 4th inst. were from

Germany	2
Russia	244
Austria	173
Hungary	73
Italy	57
Turkey	52
England	3
Bulgaria	34
Roumania	4
	642

13809

Respectfully,

13810 **Defendants' Exhibit 303.**

G. No. 871.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th 1910.

To the Parties:

13811 *Byelaw 22.*

I received the following telegram from the Holland America Line:

> "G. 867, we certainly do not think that the result of preliminary conversation which has taken place between Mr. Aitchinson and Canadian Northern Railway is of such nature that after Mackenzie having left for Canada Agreement with Royal and Uranium Lines will soon follow, under these circumstances we cannot consider it wise policy to improve Uranium Lines position by withdrawal from minute 22
> 13812 which will enable them eventually show better statistics if later on negotiations should be opened. Please ask Immco reconsider notice."

which I communicated to Messrs Ismay, Imrie & Co. with the following addition:

> "I beg to add that the feeling of Continental Lines generally is not in favor of approaching Uranium on their part."

Respectfully,

Defendants' Exhibit 304

13813

The following reply is at hand from Messrs Ismay, Immrie & Co.:

> "In view decision arrived at at Paris meeting which indicated desirability make arrangement with Canadian Northern and Uranium Companies we feel the opportunity now presenting itself should be availed of and must adhere our notice withdrawal from Minute 22."

Defendants' Exhibit 304.

13814

G. No. 872.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 11th 1910.

To the Parties:

Uranium S. S. Co. (G. 868.)

13815

S. S. 'Campania' left New York June 9th with 10 cabin passengers and 275 steeragers.

Respectfully,

13816 **Petitioner's Exhibit 1581.**

G. No. 873.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 13th 1910.

To the Parties:

13817 *Uranium S. S. Co. Ltd. (G. No. 872.)*

According to another report the "Campania" from New York June 9th had about 180 steeragers at a net rate of about $20 and 19 deported passengers, the competing S. S. "George Washington" sailed with 1005 steeragers at $27 and $24 less $2.

Respectfully,

13818

Defendants' Exhibit 305. 13819

G. No. 874.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 13th, 1910.

To the Parties:

Monthly Statement A. C. and Canadian Lines. 13820

I regret that in Monthly Statement No. 5 (Form 31) it has been overlooked to insert the Donaldson Line's new share of 30%; unless the Parties desire to have the accounts reprinted I intend to have the mistake corrected in the next issue.

I trust it will suit the parties to make the monthly payments as per G. 865 as the rectification of them is automatically done in the next Summary.

Respectfully,

13821

13822 **Petitioner's Exhibit 1916.**

G. No. 875.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 14th, 1910.

To the Parties:

Withdrawal from Byelaw 22.

13823

The Cunard Line inform me under date of 13th inst., that they give notice of withdrawal from by-law 22 as revived under byelaw 104.

I think it goes without saying that if any line gives notice of withdrawal from byelaw 22 as revived under byelaw 104, all others must also be considered free, from the date when the notice of such line takes effect.

Respectfully,

P. S. Notice of withdrawal is also at hand from the Anchor Line.

13824

Defendants' Exhibit 306.

13825

G. No. 876.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 15th, 1910.

To the Parties:

Withdrawal from Byelaw 22. (G. No. 875.)

13826

The Canadian Pacific Ry. Co. in consequence of circular letters G 867 and 871 have given 30 days' notice of withdrawal from measures for meeting competition as per byelaw 22.

Respectfully,

13827

13828 **Petitioner's Exhibit 1582.**

G. No. 877.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 16th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 873.)

13829 The Holland America Line have appointed in opposition to S. S. "Uranium" scheduled to sail from New York 23rd instant, S. S. "Main" of the Norddeutscher Lloyd, leaving the same day; the rate has been fixed at $27 less $2 commission.

Respectfully,

Defendants' Exhibit 307.

G. No. 878.

ATLANTIC CONFERENCE.

13830 Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 17th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 870.)

S. S. "Volturno" left Rotterdam yesterday afternoon with 533 steeragers, of which 245 are for Halifax, and 30 cabin passengers.

Respectfully,

Defendants' Exhibit 308. 13831

G. No. 879.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 22nd, 1910.

To the Parties:

Uranium S. S. Co., Ltd. (G. No. 878.) 13832

Of the passengers who departed by the "Volturno" on 16th instant were:

15	from	Germany.
188	"	Russia.
137	"	Austria.
50	"	Hungary.
2	"	England.
31	"	Italy.
50	"	Turkey.
35	"	Bulgaria.
22	"	Roumania.
1	"	Luxemburg.
3	"	Greece.
534		

13833

Respectfully,

13834 **Defendants' Exhibit 309.**

G. No. 880.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 23rd, 1910.

To the Parties:

Byelaw 22.

13835

According to the notices of withdrawal given, by-laws 22 and 104 become extinct on July 6th.

I hereafter beg yet to complete the sailing list of G. 812 out of which fighting steamers might be selected up to said date, as follows:

Saturday, July 2nd, "Caledonia," "Deutschland," "Arabic," "Finland," "Philadelphia."

Tuesday, July 5th, "Kais. Wilhelm II," "Ryndam."

Respectfully,

18836

Defendants' Exhibit 310. 13837

G. No. 881.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 24th, 1910.

To the Parties:

Thomson Line and Knie, Falk & Co., Libau.

13838

The Russian America Line write under date of 15th instant:

(Translation.)

"Today a woman appeared before us with a letter from Messrs. C. Morris & Co., London and as it is likely a non Conference Line we beg to enclose copy of the letter for your information.

"G. 848. Thomson Line. We are convinced that the firm of Knie, Falk & Co., of here are representatives of the Thomson Line for two reasons:

13839

"1) Knie Falk & Co. sell tickets from Libau to Quebec at Rbl. 82, without wanting to state the names of the respective line, and they are disqualified by all Conference Lines.

"2) The Thomson Line sell prepaid tickets from Libau and they therefore must also have a representative here; there are but two passenger agencies here and Messrs. Karlsberg Spiro & Co., will hardly accept the agency for a non Conference Line.

13840 *Defendants' Exhibit 310*

"If we are correctly informed the passengers are forwarded by the steamers of the Forenede, which sail every Thursday from here; perhaps one of the British Lines is in the position to investigate the matter in London."

A copy of the letter referred to is attached.

As per G 696 the firm of C. Morris & Co., London are booking passengers for the Thomson Line. I shall be obliged to learn whether any of the A. C. Lines can ascertain that also Messrs. Knie Falk & Co., are in connection with the Thomson Line.

13841 Respectfully,

Annexed to G. 881, 24/6 1910.

C. MORRIS & CO.,

General Railroad and Steamship Agents,

88-89 Fenchurch Street.

London, May 14th, 1910.

(Translation.)

13842 Mrs. Kuntz and Fam.

We have a prepaid for you from London to Mairess, Minna; our steamers will sail on May 24th and June 21st English style.

Please inform us, when you will be in London.

MORRIS & CO.

Defendants' Exhibit 311. 13843

G. No. 882.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 24th, 1910.

To the Parties:

Westbound Adjustment.

13844

On 14th inst. the Secretary of the B. L. telegraphed:

"Cunard Libau Marks 165 Basle Frcs. 165."

In reply to which at the request of the Hamburg American Line I telegraphed to the Cunard Line:

"You advance Libau Basle rate though 3544 in Minus please explain."

The Cunard Line on the 16th inst. wrote as follows:

"We are obliged for your telegram of the 15th instant reading: 'You advance Libau Basle rate though 3455 in Minus please explain.'

13845

"Some weeks ago in view of our minus we made a reduction in the rate as a temporary measure, with the idea of ascertaining whether this would assist in the adjustment of the position. The rate however which we adopted, as you will be aware, was unremunerative and after going into the matter we decided to advance the rate somewhat, still of course keeping it below that of other companies. We satisfied ourselves beforehand that there was not

13846 *Defendants' Exhibit 371*

likely to be any material difference in the number of passengers we were obtaining and at the same time you will understand that our action was in accordance with the spirit of the agreement, which is that rates should be remunerative."

The following letter is now at hand from the Hamburg American Line:

"On the 15th inst. we telegraphed you:

" 'According your telegram Cunard advances Libau-Basel though 3544 in minus, please ex-
13847 plain' and thereupon received your reply that the Cunard Line had been induced to make this change because the rate was 'unremunerative.' However, we regret that we cannot admit this reason, as there is no foundation for it in the contract. The Cunard Line ought to have considered whether the rate was remunerative or not before adopting it. Now as a minus party the contract gives them no right to raise the rate. However there is yet another reason why we cannot give our consent to the advance made by the Cunard Line. At the beginning of February the Cunard Line stopped accept-
13848 ing Russians via Hamburg and Bremen, stating that their steamers were filled. This stoppage in the conveyance of Russians has hitherto not been cancelled. The control-stations and the Hamburg and Bremen agents of the Cunard Line are most strictly forbidden to book Russians for the Cunard Line. Consequently the Cunard Line, which received during the first seven weeks of 1910, 890 Russian cash passengers via Hamburg and Bremen, did not receive during the following eighteen weeks of this year more than 39. Now, if the Cunard

Defendants' Exhibit 311

Line, besides stopping the traffic via Hamburg and Bremen, also makes it, by means of an advance in rates, more difficult for Russian passengers to flow from Libau, one might suppose that the Cunard Line, in view of the rumors regarding Cholera, were anxious to withdraw from the carriage of Russian passengers. We do not wish to assert that such is really the intention of the Cunard Line, but we only say that it appears as if it were so, and this appearance we should like to see avoided in the general interest, in order not to create a precedent for the future. 13850

"As the percentages of the parties are based on the carriage of Russians, it is obvious that no party is allowed to claim dispensation from the conveyance of passengers of Russia.

"Our objection to the advance in rates we must therefore uphold. It is our opinion, that a party which has such a high minus as the Cunard Line, namely 3731, equal to more than 10% of its percentage, is not allowed to advance and that it has not the right to shut itself out from Russian business. Otherwise we should have to claim the same for ourselves. We beg you therefore to inquire of the Cunard Line whether they are ready to re-establish the old rate. If not, we beg you to submit the question to the arbitrator for decision." 13851

Will the Cunard Line please let me know their reply.

Respectfully.

13852 **Defendants' Exhibit 312.**

G. No. 883.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 25th, 1910.

To the Parties:

13853 *Uranium S. S. Co., Ltd. (R. 879.)*

At the request of the Holland America Line I beg to communicate the following letter of Director J. G. v. Reuchlin dated 23rd instant :

"With reference to the interview I had with Colonel Davidson on June 22nd. I may state the following:

"The British Lines are aware through the exchange of telegrams which has taken place previously, of the fact that the Continental Lines hold a different view of the nature of the understanding reached in Paris under Minute 149.

13854 "From the report submitted by Mr. Aitchison the Continental Lines had the impression that Mr. Mackenzie and Col. Davidson had shown utter indifference as to coming into contact with the Continental Lines and the latter therefore feared that in formally opening negotiation with these gentlemen the latter might gain the impression that the Continental Lines were showing great anxiety to come to an understanding with them.

Defendants' Exhibit 312

13855

"I was therefore gratified to learn from Mr. Aitchison that on his subsequent meeting with Col. Davidson, Saturday last the latter had expressed himself desirous of meeting the Continental Lines in either London or Liverpool, or even to the extent of going to the Continent for that purpose. Mr. Aitchison further acquainted me with the fact that the proper basis had been found for an agreement on rates and commissions both for British and Scandinavian business westbound and eastbound between the 'Royal' and British Conference Lines and that the completion of such an agreement only 13856
waited for the Continental Lines' coming to an arrangement with the Uranium Steamship Company. In the meantime having received word from Col. Davidson I went to see him and explained to him that having been informed that he had expressed a wish to see the Continental Lines, and being in London and having received his note, I had much pleasure in *personally* making his acquaintance, but not as a delegate of the Continental Lines, as I had no mission whatever. I told that I was not prepared to discuss either rates or commissions, but that I had simply in view to ask him 13857
frankly what his intentions were with the Uranium Steamship Company, which Line, I understood, was being controlled by the Canadian Northern Railway, and was competing with our company in the New York trade in which, to my knowledge, the Canadian Northern Railway as such had no natural interest.

"Col. Davidson replied that I had not been informed correctly, that the Uranium Co. had nothing to do either with the Canadian Northern Railway or with the firm of Messrs. Mac-

13858 *Defendants' Exhibit 312*

kenzie & Mann, but that it should be regarded as a very unwelcome inheritance left to Mr. Mackenzie personally who is the only one interested in this company.

"Col. Davidson further explained that Mr. Mackenzie would never have started this line on his own initiative but that Mr. Petersen with whom he entertains friendly relations had interested him some years ago in his scheme of starting a direct line from the Continent to Canada and New York. Ever since that moment Mr. Mackenzie has been obliged to in-

13859 vest more money in this enterprise until in the beginning of this year, Col. Davidson had been invited by Mr. Mackenzie to look into the working of this line and its prospects. Col. Davidson had thereupon in February last advised Mr. Mackenzie to either abandon the line entirely or to reconstruct it by taking it out of the hands of Mr. Petersen and substituting a more careful and more economical management. Col. Davidson assured me that Mr. Petersen has now nothing to do any more with the Uranium Steamship Company. I did not want to ask why then Mr. Petersen had been present at the

13860 first meeting of Mr. Aitchison regarding the 'Royal' Line as I did not consider it wise to show that Mr. Aitchison had reported in detail to the Continental Lines.

"Col. Davidson then said that in consideration of the large sums already expended in this line, Mr. Mackenzie finally decided to go on with it once more. Three steamers were acquired by purchase, the 'Uranium,' the 'Volturno' and the 'Campania,' and a new company had been formed, 'The Uranium Steamship Company.'

Defendants' Exhibit 312

13861

"In the course of the conversation which lasted over an hour and in which the land and rail interests of the Canadian Northern were fully discussed, I received the impression that whilst the Royal Line has been established by the Canadian Northern Railway with the firm intention to maintain it, it will largely depend on the results obtained with the Uranium Line whether the latter is going to be continued. Col. Davidson is fully convinced of the fact that the Canadian Northern Railway as such has no interest whatever in Mr. Mackenzie's maintaining a steamship service on New York. 13862
The passengers landed at Halifax are naturally to a certain extent interesting to their rail interests, but the majority of them lands in New York where practically all the cargo is discharged and eastbound all the cargo loaded, whilst the eastbound passengers come exclusively from the United States.

"Col. Davidson at the end again approached the question as to whether I could not agree rates with the Uranium Co., but I told him that I was not prepared to discuss any agreement. He then asked me if I would report to the Continental Lines about our conversation 13863
and said that he should like to meet the Continental Lines but that he was leaving for Canada on July 7th. I replied that as far as I could see no meeting of the Continental Lines would take place before that date. Col. Davidson then continued that there were practically no more differences between Mr. Aitchison and himself with regard to the Royal Line but that he understood that the latter's admittance to the British Conference was dependent on an understanding being arrived at between the

4621

13864 *Defendants' Exhibit 312*

Continental Lines and the Uranium Steamship Co. I confirmed this, whereupon Col. Davidson remarked that he could not admit that these two questions should be mixed up; for him these were two separate questions which should be treated separately.

"I consider this a very important point because it shows that there is great anxiety on the part of the Royal Line to be admitted to Conference. This should make the lines cautious; for the very reason why Col. Davidson wishes to separate these two questions, the lines
13865 must combine them.

"I may add that our conversation was carried on in a most friendly spirit and ended in the promise being made by Col. Davidson to return my visit in Rotterdam next week.

"As I had no authority to act as a representative of the Lines, I refrain from making any recommendations. I judge that within short the Continental Lines after they shall have consulted each other will be in a position to state to the British Lines which course in their opinion should be pursued in dealing with the Royal and Uranium Lines; in the mean-
13866 time I think no further steps should be taken.

Yours truly,
Signed J. G. REUCHLIN."

Respectfully,

H. PETERS,
J. Mgr.

Defendants' Exhibit 313. 13867

G. No. 884.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 25th, 1910.

To the Parties:

Uranium S. S. Co., Ltd. (G. No. 877.)

13868

S. S. "Uranium" left New York on 23rd inst. with about 140 steerage passengers at a net rate of about $20, also 11 deported passengers. The opposing S. S. "Main" had 735 steerage passengers at the rate of $27. Less $2 Commission.

Respectfully,

P. S. According to another report the Uranium had obtained 350 steeragers and 10 cabin passengers.

13869

13870 **Defendants' Exhibit 314.**

G. No. 885.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 28th, 1910.

To the Parties:

Thomson Line. (*G. 881.*)

13871

As a matter of interest I beg to communicate the following correspondence of Mr. J. Morris junr, 9 Brownlow Hill, Liverpool:

Liverpool le 14 Juin 1910.

Mess. T. Sulmoni et Cie,
Gubiasco.

Mess.

Je viens vous faire savoir que je suis nommée agent general pour L'Europa da la Cia "Thomson Line." Je viens savoir que vous pouvez envoyer grand numero des voyageurs pour ca je viens vous faire savoir ca, et au mêmmé temps je voudrais faire des affaires avec vous directment. Les prix sont des suivants:

13872

d'Anvers a Quebec	£ 4.17.0	
" a New York	£ 5.12.0	Le prix inclue la Head-Tax.
" a Boston	£ 6. 3.0	
" a Philadelphie	£ 6. 3.0	
" a Baltimore	£ 6.13.0	

Je vous assure que ce vous faites vos affaires avec moi directment, vous et tous les voyageurs seront bien attendu, et bien satisfaites. Notre prochain de-

Defendants' Exhibit 314

13873

part et par le bateau S. S. "Tortona" que salira le 21 Juin de Londre, le "Cairnrona" sontira le 2 Juillet de Londre. Mon agent a Basle est Mons. Ludwig Hess Breisacherst 52/2 Basle que fera le transport, des votre voyageurs jusqu'a Anvers ou si vous le desirez vous pouvez faire le transport par une autre person.

J'attends que vous fairez le meillieur possible pour m'envoyer beaucoup des voyageurs pour les prochaine departs de Londre soit le 21 Juin ou le 2 Juillet.

En attends votre rèponse.

Agreez Mess. mes salutations bien empressèes.

Signd. J. MORRIS INR.

13874

Liverpool, June 17th, 1910.

Messrs. T. Sulmoni & Co.,
Gubiasco.

Dear Sir:

I beg to inform you that the S. S. Cairnrona will not sail from London until July 4th not the 2nd as stated in my previous letter. I can assure you, that if you will only send us a batch of passengers as a trial that you and your passengers will be highly satisfied. Hoping you will be able to see your way to send me a large number of passengers for our sailing from London, July 4th. Thanking you in anticipation, and awaiting your good news.

13875

I beg to remain,

Yours faithfully,
signd. J. MORRIS JUNR.

13876 *Defendants' Exhibit 314*

Guibiasco da Liverpool.

Consegnato li 23/VI
Sulmoni,
Giubiasco.

Accepterons voyageurs 5
Chelmes Moins du prix donnèe.

MORRIS.

Mr. Morris is, if I am right the same agent who booked the Armenians for the former North West Transport Line.

13877 Further attached is a letter and a notice of Modeste Kilian representative of the Thomson Line at Antwerp, from which the parties will see that from August the Thomson Line will run their steamers from Southampton, instead of London.

The letter is addressed to the same firm T. Sulmonie & Co. Giubiasco, Switzerland as above; as they are booking for the Thomson Line I take it that no A. C. Line has any connection with T. Sulmonie & Co.

Respectfully,

13878 THOMSON LINE.

nach Quebec via London.

Anschluss Expeditionen ab Antwerpen.

18 Juni für Boppeschrauben Dampfer Tortona
2 Juli für Boppeschrauben Dampfer Cairnrona
4 August für Boppeschrauben Dampfer Cairnrona
18 August für Boppeschrauben Dampfer Tortona
17 September für Boppeschrauben Dampfer Cairnrona
1 October für Boppeschrauben Dampfer Tortona
29 October Boppeschrauben Dampfer Cairnrona

Defendants' Exhibit 314

13879

Passagiere müssen spätestens *einen Tag* vorher in Antwerpen eintreffen.

Für obige Abfarhten werden Durchbillete ausgegeben nach *New York, Philadelphia, Boston, Baltimore,* sowie nach allen tarifirten Einsenbahnstationen *Canada's* und der *Vereingten Staaten* zu *reduzirten preisen.*

Für alle weitere Auskunft wende man sich an die

General Agentur:
Agence Generale Maritime
Modeste Kilian
Concessionirt von der Königl. Belg. Regierung
Antwerpen
9 Rue de la Station (Central Bahnhof)

13880

Passagiere welche über Wein reisen müssen sich *7 Tage* vor den oben verzeichneten Abfahrsdaten auf meiner Transit Agentur:

"Internationales Reisebüro."

4 Springergasse, Wein 11.

Melden, um die nöthigen Reise-instruktionen zu erhalten.

13881

Anvers (Belgique) Le 23/6, 1910.

Herrn,
Tech Sulmonie & Comp.
in Giubiasco,
Suisse.

Intiegend übersende ich Ihnen einige Listen mit der genauen Bezeichnung der Abfahrtstermine der Schiffe und teile Ihnen höfl. mit, dass ich für diese Anschlüsse Passagiere, ab Antwerpen nach.

13882 *Defendants' Exhibit 314*

Netto Preise.

Quebec	mit frs.	120.—		
New York	" "	140.—	}	
Philadelphia	" "	155.—	{	Quebec Taxe
Boston	" "	155.—	{	inbergriffen.
Baltimore	" "	167.—	}	

Aufnehmen konn.—Bitte noch davon Notiz nehmen zu wollen, dass die Dampfer der "Thomsan Line" vom Monat August ab, von Southampton anstatt von London aus, fahren.

13883 Ich hoffe, dass die nachstfolgende Expedition Ihnen eine grössere Anzahl Passagiere zuziehen werden & Verbleibe.

Mit Hochachtung.

gez. M. KILIAN.

13884

Defendants' Exhibit 315. 13885

G. No. 885.

ATLANTIC CONFERENCE.

Jena, June 28th, 1910.

To the Parties:

Thomson Line (G. 881.)

As a matter of interest I beg to communicate the following correspondence of Mr. J. Morris, Jnr., 9 Brownlow Hill, Liverpool:

Liverpool, June 14th, 1910.

Messrs. T. Sulmoni & Co.,
Gubiasco. 13886

Dear Sirs:

I beg to inform you that I have been appointed General European Agent for the Thomson Line. I have learnt that you can forward a large number of passengers; this is the motive for my writing you, and I should like to have direct dealings with you. The prices are as follows:

From	Antwerp	to	Quebec	£4.17.0	
"	"	"	New York	£5.12.0	This price includes the head tax.
"	"	"	Boston	£6. 3.0	
"	"	"	Philadelphia	£6. 3.0	
"	"	"	Baltimore	£6.13.0	

13887

I can assure you that if you deal directly with me both you and all the passengers will be well attended to, and quite satisfied.

Our next sailing will be effected by the "Tortona" from London on the 21st June, the "Cairnrona" will sail from London on the 2nd July. My agent at Basle is Mr. Ludwig Hess, Breisacherstrasse, 52/2. He will look after the transportation of your passengers to Antwerp, or if you wish, you can cause the transport to be effected by another person.

13388 *Defendants' Exhibit 315*

I expect that you will do your best to send me a large number of passengers for the next sailings from London on 21st June and 2nd July.

Awaiting your reply,

Yours faithfully,

(Sgd.) J. MORRIS, JR.

THOMSON LINE.

To Quebec via London.

13889

Connecting sailings from Antwerp:

18th. June for the twin-screw steamer "Tortona."
2nd. July for the twin-screw steamer "Cairnrona."
4th. August for the twin-screw steamer "Cairnrona."
18th. August for the twin-screw steamer "Tortona."
17th. September for the twin-screw steamer "Cairnrona."
1st. October for the twin-screw steamer "Tortona."
29th. October for the twin-screw steamer "Cairnrona."

Passengers much reach Antwerp at the latest one
13890 day before the day of the sailing.

In connection with the above sailings through tickets will be issued for New York, Philadelphia, Boston, Baltimore and all the stations of the United States and Canadian railways marked in the tariff at reduced rates.

For all further information apply to the General Agency:

Agence Generale Maritime.
(General Marine Agency)
Proprietor—Modeste Kilian—

Defendants' Exhibit 315

13891

Licensed by the Royal Belgian Government.
9 Rue de la Station (Central Station), Antwerp.

Passengers who travel via Vienna must present themselves 7 days before the sailing dates indicated above at my forwarding agency:

"The International Travel Office."

4 Springergasse, Vienna II.

In order to receive the necessary instructions concerning their journey.

13892

Antwerp (Belgium) 23/6/1910.

Messrs. Tech Sulmonie & Co.,
Giubiasco,
Switzerland.

I send enclosed some lists of the exact sailing dates and beg to inform you that I can take pasengers for the sailings from Antwerp to:

Nett Price	(Quebec	for Frs. 120	Quebec (head tax ?) included.	13893
	(New York	" " 140)		
	(Philadelphia	" " 155)		
	(Boston	" " 155)		
	(Baltimore	" " 167)		

I also ask you to kindly note that the steamers of the Thompson Line will start from Southampton instead of from London beginning from August.

I hope that the next sailing will bring you a larger number of passengers and remain,

Respectfully,

(Sgd.) M. KILIAN.

13894 **Defendants' Exhibit 316.**

G. No. 886.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 29th, 1910.

To the Parties:

U. S. Citizens and II Cl. rates.

13895

The Russian American Line have on inquiry from their New York agents with regard to the reimbourse-ment of the U. S. headtax for cabin passengers, which by all lines and also the Russian American Line is included in the passage rate; the question is, how the lines act in case U. S. citizens cabin passengers claim the refund of the headtax, whether they reimbourse it, though the passenger has not paid it or whether they refuse to do it. Will the Lines please let me have their replies.

Respectfully,

13896

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 1 Jul. 1910. Ansd.

Petitioner's Exhibit 1583. 13897

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 29th, 1910.

Anchor Line
Cunard Line
White Star Line

Royal Line 13898

I beg to confirm my yesterdays telegram reading:

> "Regarding Royal Line Mr. Ballin wires he considers an early exchange of views between Anchor, Cunard, White Star and Continental Lines very desirable and proposes a meeting at London Savoy Hotel July eleventh. Please wire."

The parties having consented I telegraphed today:

> "Meeting eleventh July Savoy Hotel London agreed."

which I beg to confirm. 13899

Respectfully,

13900 **Defendants' Exhibit 317.**

G. No. 887.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 30th, 1910.

To the Parties:

Strassers Statistics.

13901

In the eastbound Strasser's Statistic Final 1909, (Form 24, No. 1302) there are two misprints in the saloon numbers of the Hamburg America Line (last page) for the year 1907. The first figure for fast steamers should read 2050, the second for ordinary steamers should read 11610. I beg to request the parties to kindly enter the correct figures in their forms.

Respectfully,

13902

Defendants' Exhibit 318. 13903

G. No. 888.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, June 30th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 884.)

13904

The steamer "Campania" which left New York on the 9th inst. arrived at Rotterdam on June 20th where she landed 250 passengers.

Respectfully,

H. PETERS.

P. S. S. S. "Campania" left Rotterdam yesterday with 44 cabin passengers and 395 steeragers, of the latter 181 are with Halifax as destination.

13905

13906 **Defendants' Exhibit 319.**

G. No. 889.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 2nd 1910.

To the Parties:

13907 *Compensation for fighting rates for SS. "Philadelphia" April 2nd, S.S. "St. Paul," April 30th, S.S. "Kroonland" April 2nd, SS. "Finland" April 9th SS. "Adriatic" March 12th (G. 818)*

The following bills for passengers carried at fighting rates have been presented by:

1) American Line, Southampton:

To amount of compensation due to the S. S. "Philadelphia" from New York April 2nd (*vide G. 798*) for passengers transferred from S. S. "Laurentic" which sailed April 2nd: which passengers were booked at the competition rate

21 1/2 Adults @ $3.00 per Adult = $64.50

13908 To amount of compensation due to the S. S. "St. Paul" sailed from New York April 30th (*vide G. 829*) for passengers booked at competition rate of $27.00 per passenger (adults)

Adults.	children	infants		
332	30	25	= 347 adults at $3.	= $1041.00

$1105.50

Defendants' Exhibit 319

13909

2) Red Star Line:

Fighting S/S "Kroonland" 2nd April.

362/1, 31/2, 18/0 transferred ex "Laurentic"
regular rate $ 35.—
fighting rate $ 27.— (G. 798)
compensation $ 3.—
377 1/2 at $ 3.—= $ 1132.50

Fighting S/S "Finland" 9th April.

12/1, transferred ex "Adriatic"
regular rate $ 35.—
fighting rate $ 27.— (G. 797) 13910
compensation $ 3.—
12 at $ 3.— = $ 36.00

$ 1168.50

3) White Star Lines:

Compensation due to the SS. "Adriatic" voy. 37 east from New York, March 12th (*vide G. 777*) in competition with the North West Transport Cos. Steamer S. S. "Campania" March 12th
190 adults, 22 children 8 infants
220 adults @ $ 3.— = $ 603.—

The bills have been verified and found in accordance with the passenger manifests. 13911

The Scandinavian American Line having consented to contribute to the expenses incurred for passengers carried at cut rates since March 1st the percentages are to be ascertained as follows:

The eastbound percentages under Agreement AA are:

Allan Line	4.95%
Anchor Line	3.93%

13912 *Defendants' Exhibit 319*

Cunard Line L'pool	12.77%
" " Fiume	2.35%
Hapag	12.58%
Nasm	6.10%
Lloyd	18.56%
Red Star Line	8.56%
White Star Line	15.49%
American Line	8.72%
Dominion Line	1.50%
Canpac	4.49%
	100.00%

13913

Transat by Agreement with the N. D. L. V. since June 1st 1909 participate with a percentage of 10.-05% in the eastbound business of the N. D. L. V. Lines; the remaining 89.95% of the N. D. L. V. Lines are equal to 45.80% of the 4 N. D. L. V. Lines under Agreement AA, so that Transats share under Agreement AA is = 45.80 × 10.05 : 8995 =5.12%. The total of percentages is therefore 105.-12% which reduced to 100 makes the percentages:

Allan Line	4.71%
Anchor Line	3.74%
Cunard Line	14.38%
13914 Hapag	11.97%
Nasm	5.80%
Lloyd	17.65%
Red Star Line	8.14%
White Star Line	14.74%
American Line	8.30%
Dominion Line	1.43%
Canpac	4.27%
Transat	4.87%
	100.00%

Defendants' Exhibit 319

13915

Austro's share is 4% of the 4 N. D. L. V. Lines, the remaining 96% of the N. D. L. V. Lines are equal to 43.56% of the above N. D. L. V. Lines, so that Austro's share is 1.82%.

The total of the percentages of 101.82 reduced to 100 is:

Allan Line	4.63%
Anchor Line	3.67%
Cunard Line	14.12%
Hapag	11.76%
Nasm	5.70%
Lloyd	17.33%
Red Star Line	7.99%
White Star Line	14.48%
American Line	8.15%
Dominion Line	1.41%
Canpac	4.19%
Transat	4.78%
Austro	1.79%
	100.00%

13916

In accordance with Article 24 of Agreement BB the Russian American Line participate with 3% in the A. C. percentages which is (93, 43 × 3 : 97) = 2.80% of the A. C. Lines inclusive of Transat and Austro, the total of 102.80% reduced to 100 gives:

13917

Allan Line	4.50%
Anchor Line	3.57%
Cunard Line	13.74%
Hapag	11.44%
Nasm	5.54%
Lloyd	16.86%
Red Star Line	7.77%
White Star Line	14.09%
American Line	7.93%

13918 *Defendants' Exhibit 319*

Dominion Line	1.37%
Canpac	4.08%
Transat	4.65%
Austro	1.74%
Russ. American Line	2.72%
	100.00%

The Scandinavian American Line join the A. C. Lines with a percentage of 3.94% which corresponds (90.81 × 3.94:96.06) to 3.72% of the above percentages exclusive of Transat, Austro & Russian
13919 American Line; the total of the percentages is therefore 103.72% which reduced to 100 results in the following percentages:

Allan Line	4.34%
Anchor Line	3.44%
Cunard Line	13.25%
Hapag	11.03%
Nasm	5.34%
Lloyd	16.26%
Red Star Line	7.49%
White Star Line	13.58%
American Line	7.65%
Dominion Line	1.32%
18920 Canpac	3.93%
Transat	4.48%
Austro	1.68%
Rusamerika	2.62%
Scand. American L.	3.59%
	100.00%

Defendants' Exhibit 319

Finally the Allan Line's share is to be borne by all parties in proportion to each Line's share which changes the above percentages as follows:

		due to		
		American Line	Red Star Line	White Star Line
Anchor Line	3.59%	$ 39.69	$ 41.95	$ 21.65
Cunard Line	13.85%	153.11	161.84	83.52
Hapag	11.53%	127.46	134.73	69.53
Nasm	5.58%	61.69	65.20	33.65
Lloyd	17.00%	187.93	198.64	102.51
Red Star Line	7.83%	86.56	91.49	47.21
White St. Line	14.20%	156.98	165.93	85.63
American Line	8.00%	88.44	93.48	48.24
Dominion Line	1.38%	15.25	16.12	8.32
Canpac	4.11%	45.44	48.02	24.78
Transat	4.68%	51.74	54.69	28.22
Austro	1.76%	19.46	20.57	10.61
Rusamerika	2.74%	30.29	32.02	16.52
Scand. American L.	3.75%	41.46	43.82	22.61
	100.00	$1105.50	$1168.50	$603.

Will the Lines please pay the amounts to the American, Red Star Line & White Star Line respectively.

Defendants' Exhibit 319

In G. 818 the compensation-payments for the S.S. "Rhein" March 5th and s.s. "Darmstadt" March 19th have been submitted, as the Scandinavian American Line agreed to contribute, the following adjustment of the bill has yet to take place:

			Paid as per G. 818	Difference to be paid by Scand. Americ. L.
Anchor Line	3.59%	$ 81.13	$ 84.52	$ 3.39
Cunard Line	13.85%	313.01	324.76	11.75
Hapag	11.53%	260.58	270.52	9.94
Nasm	5.58%	126.11	131.08	4.97
Lloyd	17.—%	384.20	398.67	14.47
Red Star Line	7.83%	176.96	183.96	7.—
White Star Line	14.20%	320.92	332.90	11.98
American Line	8.—%	180.80	187.36	6.56
Dominion Line	1.38%	31.19	32.54	1.35
Canpac	4.11%	92.89	96.28	3.39
Transat	4.68%	105.77	110.06	4.29
Austro	1.76%	39.77	41.13	1.36
Rusamerika	2.74%	61.92	66.22	4.30
Scand. American L.	3.75%	84.75	—	—
	100.00%	$2260.—	$2260.—	$84.75

Which amounts the Scandinavian American Line will be good enough to remit to the respective parties.

Respectfully,

H. PETERS.

Mgr.

Defendants' Exhibit 320. 13927

G. No. 899.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 4th 1910.

To the Parties:

Westbound Adjustment (G. 882).

13928

The Cunard Line write on June 30th:

"We are favored with your G. No. 882 of the 24th June, and note the comments of the Hamburg Amerika Line upon our recent alteration in Westbound rates.

"In confirming what we wrote to you on the 16th instant (G. No. 882) we are sorry to say that we cannot agree with the criticisms of the Hamburg Line.

"In the first place, with each Line endeavoring to carry its allotted percentage, our contention that the rates are to be remunerative will we think be recognized and admitted by all 13929
Lines to be the fundamental basis of the agreement. Commentary A to Article 11 supports our view, and the Secretary himself has stated over and over again that this is the object of a pool.

"Bearing this in mind, we feel that we have only carried out the intent of the Agreement in bringing our rates back to a basis where we can make ends meet, and which while at the same time preserving a certain degree of inferiority to the rates of the other Lines, will

18930 *Defendants' Exhibit 320*

we hope enable us to reach a proper adjustment in due course.

"While we do not feel called upon to enter into details of the carryings of Russian Passengers by our Line, a reference to Strasser's statistics showing the nationality of steerage passengers carried between January 1st and 30th April 1910 will show that we carried a larger number of Russians than any other British Line. The fact that an outbreak of cholera was reported to have occurred in
13931 Russia had no bearing whatever on the alteration made in our Libau rate, which we think the Lines will appreciate.

"Lastly, we are afraid that we are unable to appreciate why the question should be arbitrated. The position of our rate at Libau is exactly the same as the position occupied by the Lloyd, as outlined in the Secretary's memo G. 216, that is, we are the lowest, and any further reduction would not alter the situation. Our minus being in our opinion merely a temporary depression, we must ask the same consideration under the terms of the agreement as that extended to the Continental Lines, vide,
13932 the Secretary's memo G. 216 above referred to, also letter of the Lloyd in G. 420 commenting on British Lines position generally. We anticipate that when the Autumn movement sets in we shall speedily alter our position."

Respectfully,

Defendants' Exhibit 321. 13933

G. No. 891.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 6th 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 888.)

13934

The following figures show the nationality of passengers who departed by SS. "Uranium" on June 30th for Halifax/New York:

from	Germany	8
"	Russia	133
"	Austria	115
"	Hungary	47
"	Italy	25
"	Turkey	47
"	Roumania	19
"	Bulgaria	1
		395

13935

Respectfully,

13936 **Defendants' Exhibit 322.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 6th, 1910.

Anchor Line
Cunard Line
White Star Line

13937 As stated in my today's telegram the Meeting at the Savoy Hotel on the 11th instant will commence at 10 a. m.

On the Agenda is:

"Royal Line & Uranium SS. Co. Ltd."

Respectfully,

13938

Defendants' Exhibit 323. 13939

G. No. 892.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 7th 1910

To the Parties:

Westbound Adjustment. (G. 890.)

13940

The Hamburg Amerika Linie write:

> "In reply to circular letter G. 890 we beg to say, that the Cunard Line are right in saying that an adjustment is to be effected by raising the rates. However, this advance has of course to be made by the plus-parties, not, as Cunard Line erroneously assume, by the minus-parties. After having to our regret failed to convince the Cunard Line, and as the question of discretionary alteration of rates must surely eventually be settled, we herewith request you kindly to submit the question for decision to the arbitrator. In view of article 24 clause c we at 13941
> the same time beg you to ask the Cunard Line, whether Mr. Wilding is agreeable to them as sole arbitrator or whom else they nominate as their arbitrator. We for our part, agree to Mr. Wilding as sole arbitrator."

Will the Cunard Line please inform me whether they agree that Mr. Wilding acts as sole arbitrator.

Respectfully,

13942 **Defendants' Exhibit 324.**

G. No. 893.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 8th, 1910.

To the Parties:

13943 *Compensation for fighting rates for SS. "Philadelphia" April 2nd, SS. "St. Paul" April 30th, SS. "Philadelphia" May 7th, SS. "Kroonland" April 2nd, SS. "Finland" April 9th, SS. "Adriatic" March 12th, SS. "Laurentic" April 2nd, SS. "Adriatic" April 9th (G. 818).*

I regret to say that an error has occurred on page 4 of G. 889 in so far as the calculation (93, 43 x 3 : 97) is 2.89% instead of 2.80%; in consequence hereof the account has to be made up anew. I also take the opportunity to liquidate at the same time the amounts for some other fighting steamers, for which the bills in the meanttime have come to hand; the complete account
13944 is:

Bills presented by

1) American Line, Southampton:

a) To amount of compensation due to the SS. "Philadelphia" from New York April 2nd (vide G. 798) for passengers transferred from SS. "Laurentic" which sailed April 2nd, which passengers were booked at the competition rate

21 1/2 adults @ $3.00 per Adult = $64.50

Defendants' Exhibit 324

13945

b) To amount of compensation due to the SS. "St. Paul" sailed from New York April 30th (vide G. 829) for passengers booked at competition rate of $27.00 per passenger

Adults	children	infants	
332	30	25	= 347 adults

at $3.— = $1041.00

c) To amount of compensation due to the SS. "Philadelphia" sailed from New York May 7th, for passengers booked at competition rates (as per G. 837) viz:

Adults	children	infants	
451	49	19	= 475½ ad.

13946

at $3.— = $1426.50

$2532.00

2) Red Star Line:

a) *Fighting s/s "Kroonland" 2nd April.*

362/1, 31/2, 18/0, transferred ex "Laurentic"

regular rate	$35.—	
fighting rate	$27.—	(G. 798)
compensation	$3.—	
377½ at	$3.—	= $1132.50

b) *Fighting s/s "Finland" 9th April.* 13947

12/1, transferred ex "Adriatic"

regular rate	$35.—	
fighting rate	$27.—	(G. 797)
compensation	$ 3.—	
12 at	$ 3.—	= $ 36.—

$1168.50

13948 *Defendants' Exhibit 324*

3) White Star Line:

a) Compensation due to the SS. "Adriatic" voy. 37 east from New York, March 12th (vide G. 777) in competition with the North West Transport Co.'s Steamer S. S. "Campania" March 12th

190 adults, 22 children, 8 infants

201 adults @ $3.— = $ 603.—

b) Compensation due to the S. S. "Laurentic" voy. 10 east from New York, April 2nd in competition with the North West Transport Co's. Steamer S. S. "Volturno" (as per G. 798)

13949

573 adults, 48 children @ $3. — = $1791.—

c) Compensation due to the S. S. "Adriatic" voy. 38 east from New York, April 9th in competition with the North West Transport Co's. Steamer S. S. "Volturno" (as per G. 806/811)

436 adults, 36 childr. 21 inf. Rate $27.— @ $3.— = $1482.—

471 adults, 29 childr. 18 inf. Rate $24.— @ $6.— = $2913.— $4395.—

13950 $6789.—

The bills have been verified and found in accordance with the passenger manifests.

The Scandinavian American Line having consented to contribute to the expenses incurred for passengers carried at cut rates since March 1st the percentages are to be ascertained as follows:

The east bound percentages under Agreement A.A. are:

Defendants' Exhibit 324

13951

Allan Line	4.95%
Anchor Line	3.93%
Cunard Line L'pool	12.77%
" " Fiume	2.35%
Hapag	12.58%
Nasm	6.10%
Lloyd	18.56%
Red Star Line	8.56%
White Star Line	15.49%
American Line	8.72%
Dominion Line	1.50%
Canpac	4.49%
	100.00%

13952

Transat by Agreement with the N. D. L. V. since June 1st 1909 participate with a percentage of 10.05% in the eastbound business of the N. D. L. V. Lines; the remaining 89.95% of the N. D. L. V. Lines are equal to 45.80% of the 4 N. D. L. V. Lines under Agreement AA, so that Transat's share under Agreement AA is = 45.80 × 10.05 : 8995 = 5.12%. The Total of percentages is therefore 105.12%, which reduced to 100 makes the percentages:

Allan Line	4.71%
Anchor Line	3.74%
Cunard Line	14.38%
Hapag	11.97%
Nasm	5.80%
Lloyd	17.66%
Red Star Line	8.14%
White Star Line	14.74%
American Line	8.29%
Dominion Line	1.43%
Canpac	4.27%
Transat	4.87%
	100.00%

13953

13954 *Defendants' Exhibit 324*

Austro's share is 4% of the 4 N. D. L. V. Lines, the remaining 96% of the N. D. L. V. Lines are equal to 43.55% of the above N. D. L. V. Lines so that Austro's share is 1.82%.

The Total of the percentages of 101.82% reduced to 100 is:

Allan Line	4.63%
Anchor Line	3.67%
Cunard Line	14.12%
Hapag	11.76%
Nasm	5.70%
13955 Lloyd	17.34%
Red Star Line	8.00%
White Star Line	14.48%
American Line	8.14%
Dominion Line	1.40%
Canpac	4.19%
Transat	4.78%
Austro	1.79%
	100.00%

In accordance with Article 24 of Agreement BB the Russian American Line participate with 3% in the A. C. percentages which is $(93.43 \times 3 : 97) = 2.89\%$
13956 of the A. C. Lines inclusive of Transat and Austro, the total of 102.89% reduced to 100 gives:

Allan Line	4.50%
Anchor Line	3.57%
Cunard Line	13.72%
Hapag	11.43%
Nasm	5.54%
Lloyd	16.85%
Red Star Line	7.78%
White Star Line	14.07%
American Line	7.91%

Defendants' Exhibit 324

13957

Dominion Line	1.36%
Canpac	4.07%
Transat	4.65%
Austro	1.74%
Russ. American L.	2.81%
	100.00%

The Scandinavian American Line join the A. C. Lines with a percentage of 3.94%, which corresponds (90.80 × 3.94: 96.06) to 3.72% of the above percentages exclusive of Transat, Austro & Russian American Line; the total of the percentages is therefore 103.72%, which reduced to 100 results in the following percentages:

13958

Allan Line	4.34%
Anchor Line	3.44%
Cunard Line	13.23%
Hapag	11.02%
Nasm	5.34%
Lloyd	16.25%
Red Star Line	7.50%
White Star Line	13.56%
American Line	7.63%
Dominion Line	1.31%
Canpac	3.92%
Transat	4.48%
Austro	1.68%
Rusamerika	2.71%
Scand. American L.	3.59%
	100.00%

13959

Finally the Allan Line's share is to be borne by all parties in proportion to each Line's share which changes the above percentages as follows:

3960 *Defendants' Exhibit 324*

			due to	
		American Line	*Red Star Line*	*White Star L.*
Anchor Line	3.59%	$ 90.90	$ 41.95	$ 243.72
Cunard Line	13.83%	350.17	161.60	938.92
Hapag	11.53%	291.94	134.73	782.77
Nasm	5.58%	141.29	65.20	378.83
Lloyd	16.99%	430.19	198.53	1153.45
Red Star Line	7.84%	198.51	91.61	532.26
White Star Line	14.17%	358.78	165.58	962.00
American Line	7.98%	202.05	93.25	541.76
Dominion Line	1.37%	34.69	16.01	93.01
3961 Canpac	4.10%	103.81	47.91	278.35
Transat	4.68%	118.50	54.68	317.72
Austro	1.76%	44.56	20.56	119.49
Rusamerika	2.83%	71.66	33.07	192.13
Scand. American L.	3.75%	94.95	43.82	254.59
	100.00%	$2532.—	$1168.50	$6789.00

Will the Lines please pay said amounts to the American, Red Star Line & White Star Line respectively.

In G. 818 the compensation-payments for the S. S. "Rhein" March 5th and S. S. "Darmstadt" March 19th have been submitted, as the Scandinavian American Line agreed to contribute, the following adjustment of the bill has yet to take place:

Defendants' Exhibit 324

			Paid as per G. 818	*Difference to be paid by Scand. Americ. Line*
Anchor Line	3.59%	$ 81.13	$ 84.52	$ 3.39
Cunard Line	13.83%	312.56	324.76	12.20
Hapag	11.53%	260.58	270.52	9.94
Nasm	5.58%	126.11	131.08	4.97
Lloyd	16.99%	383.97	398.67	14.70
Red Star Line	7.84%	177.18	183.96	6.78
White Star Line	14.17%	320.24	332.90	12.66
American Line	7.98%	180.35	187.36	7.01
Dominion Line	1.37%	30.96	32.54	1.58
Canpac	4.10%	92.66	96.28	3.62
Transat	4.68%	105.77	110.06	4.29
Austro	1.76%	39.78	41.13	1.35
Rusamerika	2.83%	63.96	66.22	2.26
Scand. American L.	3.75%	84.75	—	—
	100.00%	$2260.—	$2260.—	$84.75

which amounts the Scandinavian American Line will be good enough to remit to the respective parties.

Will the parties please cancel and destroy G. No. 889.

Respectfully,

H. PETERS.

(Stamped): Received 18 July 1910. Ansd.

13966 **Defendants' Exhibit 325.**

G. No. 894.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 8th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 884)

13967

S. S. "Uranium" which left New York on June 23rd arrived at Rotterdam on the 5th instant where she disembarked 350 steeragers, 20 cabin passengers and 10 deported passengers.

Respectfully,

13968

Defendants' Exhibit 326.

13969

G. No. 895.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 9th, 1910.

To the Parties:

Payments for June.

13970

According to Form 30, No. 8 I beg to request the parties to make the following payments for June:

Continental Lines	to	American Line	£ 875.—.—
Anchor Line	"	Allan Line	" 339.—.—
" "	"	Donaldson Line	" 95.—.—
Dominion Line	"	American Line	" 3435.—.—
Cunard Line	"	American Line	" 1205.—.—
" "	"	White Star Line	" 4217.—.—
" "	"	Canadian Pacific Ry. Co.	" 512.—.—
" "	"	Donaldson Line	" 577.—.—
			£11255.—.—

13971

Respectfully,

13972 **Defendants' Exhibit 327.**

G. No. 896.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

Payments from the Scandinavian-American Line.

13973

I beg to request the Scandinavian-American Line to make the following payments for June in conformity with Form 41, No. 2 direct to the respective parties:

to Continental Lines	£1280.—.—
" Allan Line	" 139.—.—
" Anchor Line	" 110.—.—
" American Line	" 244.—.—
" Dominion Line	" 42.—.—
" White Star Line	" 433.—.—
" Cunard Line	" 423.—.—
" Canadian Pacific Ry. Co. ..	" 125.—.—
	£2796.—.—

13974

The amount for the Continental Lines the Scandinavian American Line will please remit to me.

Respectfully,

Defendants' Exhibit 328.

13975

G. No. 897.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

Payments from the Russian East-Asiatic S. S. Co.

13976

I beg to request the Russian East-Asiatic S. S. Co. to make the following payments for June in accordance with Form 35, No. 6, direct to the respective parties:

to Continental Lines	£1881.—.—
" Allan Line	" 29.—.—
" Anchor Line	" 105.—.—
" American Line	" 209.—.—
" Dominion Line	" 131.—.—
" White Star Line	" 279.—.—
" Cunard Line	" 425.—.—
" Canadian Pacific Ry. Co. ..	" 9.—.—
	£3068.—.—

13977

Respectfully,

13978 **Defendants' Exhibit 329.**

G. No. 898.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

13979 *First and Second class rates of S. S. "Franconia."*

Mr. Wilding has sent me the annexed award concerning First and Second-Class Rates of S. S. "Franconia."

The Cunard Line will please remit to me £5.5.0 for the Arbitrator.

Respectfully,

H. PETERS,
p. T. P.

(Stamped): Received 13 Jul. 1910 Ansd.

13980

Defendants' Exhibit 329

13981

Annex to G. 898. 11/7, 1910.

The Moorings
Bassett
Southampton

July 8th, 1910.

S. S. Franconia.

Under Minute 152 of the Atlantic Conference Meeting held at Paris 5th May 1910, the First and Second-Class Rates that the Cunard Line proposed to charge for the S. S. Franconia were referred to me for arbitration.

The gross tonnage is stated at about 18,000 and the 13982
speed called for in the specification is 16 knots and I have to thank the Cunard Company for affording me an opportunity of inspecting the plans showing the Passenger arrangements of this Steamer.

For the reasons stated in the fifth and sixth paragraphs of my Award dated 14th January 1909 concerning the "George Washington," "Berlin," "Cleveland" and the "Cincinnati" I consider the definite classification of the "Franconia" is not possible and that the Rates I now fix are provisional Rates to be charged for this Steamer, say, to the 30th November 1911 and that the Rates to be charged subsequently should be determined by agreement or arbitration after 13983
the Steamer is running.

The trade and services in which the steamers were engaged were evidently taken into consideration in fixing the Rates established by Agreements (V) and (W) and therefore under the last section of Rule 1, Agreement (V) and Clause C of Rule 1 of Agreement (W) the trade and service in which the Steamer is to be engaged should be taken into consideration in fixing Rates for the new Steamer.

It is intended that the "Franconia" shall be engaged in the Cunard Line Services between Boston and

13984 *Defendants' Exhibit 329*

Liverpool and New York and the Mediterranean and whilst there may be some ground for the Cunard Company's claim that the Rates for a steamer engaged in the Boston-Liverpool trade should not be so high as for the same steamer engaged in the New York-Liverpool trade there is not any ground for claiming that the steamer when engaged in the New York-Mediterranean trade should charge lower Rates than if she was engaged in the New York-Liverpool trade.

Agreement (X) provides "That the steamers men-
13985 tioned above when entering or engaged in the Mediterranean trade be rated the same as in the North Atlantic trade."

I have therefore fixed the provisional Rates to be charged for the "Franconia" when engaged in the Boston-Liverpool Service also the provisional Rates to be charged if she is engaged in the New York-Liverpool Service and the First-Class Rate fixed for the New York-Liverpool Service will apply when she is engaged in the Mediterranean trade. Agreement (X) does not apply to Second-Class business but provides that Second-Class Rates are to be arranged by New York Conference so I fix no Second-Class Rates for "Franconia" in Mediterranean trade.

13986 The provisional Rates in the Liverpool-Boston trade to be:

First-Class .....£18.
Second-Class ....£10.

and in the New York-Liverpool trade:

First-Class .....£19.
Second-Class ....£10.10.0.

The Second-Class Rates include the advance of 10/- agreed to by Minute 154.

signed HY. WILDING.

My fee £5:5:0. to be paid by Cunard Line.

(Stamped): Received 13 Jul. 1910 Ansd.

POOR C

Petitioner's Exhibit 1567-a.

13987

G. No. 899.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

Westbound Adjustment. (G. No. 892)

13988

With reference to G. No. 882 the Red Star Line write under date July 8th:

> "The point of view taken by the Cunard Co. is quite new to us. We entirely agree with the Cunard Line that one of the objects of the agreement is to have remunerative rates but that does not alter the fact that an adjustment must be brought about whenever the pool position of a line requires it and this without regard whether a rate is remunerative or not. We are surprised the Cunard Co. should be in doubt about it as this rule is the fundament of the agreement (Articles 9 and 11).

13989

> "We therefore think that the policy followed by the Cunard Co. is not according to the spirit of the agreement nor do we think that the Cunard Line has got the right to increase rates although minus party as nothing is provided in the contract which authorizes such an action."

Respectfully,

COPY

13990 **Defendants' Exhibit 330.**

G. No. 900.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

13991 *Royal Line. (G. No. 869)*

The Red Star Line report 56½ passengers for the Royal Line, which passed Antwerp from June 19th to July 5th.

Respectfully,

P. S. The White Star-Dominion Canadian Service inform me that S. S. "Royal Edward" from Bristol July 7th had the following passengers.

I. Cl. 62
II. " 121
III. " 415 (incl. 110 Continentals)

13992

Defendants' Exhibit 331.

13993

G. No. 901.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

Uranium SS. Co. (G. No. 894.)

Since June 13th to July 6th 612 passengers of which about 307 were prepaid passengers, passed Antwerp for the above Company. Please note: The particulars contained in G. 891 refer to S. S. "Campania" and not to S. S. "Uranium." 13994

Respectfully,

Defendants' Exhibit 332.

G. No. 902.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

13995

Jena, July 11th, 1910.

To the Parties:

Thomson Line. (G. No. 881.)

From June 14th to July 2nd 229 passengers passed Antwerp for the Thomson Line.

On July 5th 28 passengers left Rotterdam for the Thomson Line on the "Batavier." Of the passengers were 3 Russians, 16 Austrians, 7 Hungarians, 1 Italian and 1 Turk.

Respectfully,

13996 **Defendants' Exhibit 333.**

G. No. 903.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 11th, 1910.

To the Parties:

Westbound Adjustment. (G. No. 899.)

13997

The Cunard Line write on 9th instant:

"We are favored with your letter G. No. 892 embodying the Hamburg Amerika Line's letter of July 6th. We have also received a communication from the Hamburg Amerika Line of the 6th idem of which the attached is a copy. In view of what we have already written on the subject, we think the question is one upon which the opinions of the Lines might well be invited, seeing that measures for adjustment affect not one Line only but all concerned in the Agreement. We shall be glad
13998 therefore if you will kindly take the necessary steps to this end."

The letter of the Hamburg-Amerika Linie reads:

"Hamburg July 6th, 1910.

"Messrs The Cunard Line,
Liverpool.

"Dear Sirs,

"Referring to circular letters Nos. 882 and 890 we herewith beg to inform you, that we

Defendants' Exhibit 333

13999

would submit the question, whether a party who is extremely short in its proportion is entitled to advance its rates, to the arbitrator for decision. Of this we have to notify you according to Article 24 clause b, which we hereby do. At the same time we inform the secretary as per enclosed copy of our letter to him.

"We beg to add, that no unfriendly attitude is by any means indicated by our appeal to the arbitrator, just as little as we feel disagreeably affected by your reduction of rates.

"We simply look upon the matter as one in which two parties are of different opinion and the arbitrator is asked for his decision as to which of them is right.

14000

"Yours very truly
HAMBURG AMERIKA LINIE
Abteilung Personenverkehr
(signed) Ad. Storm."

To comply with the request of the Cunard Line, the Lines who have not yet replied in the above matter, will please let me have their views.

Respectfully.

14001

14002 **Defendants' Exhibit 334.**

G. 904.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 13th, 1910.

To the Parties:

Thomson Line & Knie, Falk & Co. (G. No. 881.)

With reference to the alleged connection of Messrs. Knie Falk & Co., Libau with the Thomson Line, as
14003 communicated by the Russian America Line in G No. 881, I beg to promulgate copies of the annexed two letters which explain themselves.

Respectfully,

Annex 1 to G. No. 904. 13/7/10.

4th July, 1910.

E. S. Smyth, Esq.
Secretary
The North Atlantic Passenger Conference
Liverpool.

Dear Sir,

14004 *Messrs Knie, Falk & Co., Libau and the Thomson Line.*

I have your favor of the 30th ult enclosing copy of a communication which you have received by Secretary Peters from the Russia American Line and beg to refer to my letter of the 1st inst which deals with the same matter. From the copies of the original letters which I have sent you and which were addressed by the United Shipping Co., London to Messrs. P. Bornholdt & Co., Libau asking them to forward some Thomson Line prepaid passengers to England, you

Defendants' Exhibit 334

14005

will learn that neither Messrs. Knie Falk & Co., nor Messrs. Karlsberg, Spiro & Co. have anything whatever to do with the forwarding of such passengers or with the handling of such prepaids. Just in the contrary, both Messrs. K. Sp. & Co., and Messrs. K. F. & Co. have strictly refused transportation and the charge which the Russian-American Line again makes against Messrs. Knie Falk & Co. is absolutely unfounded and absurd.

Yours faithfully,
signed: B. KARLSBERG.

14006

Annex 2 to G. No. 904. 13 7 10.

1st July, 1910.

E. S. Smyth, Esq.
Secretary
The North Atlantic Passenger Conference,
Liverpool.

Dear Mr. Smyth,

I have received the following report from Messrs. Karlsberg, Spiro & Co., Libau:

"During the last weeks it has several times occured that passengers holding Thomson Line prepaids apply to Messrs. Knie Falk & Co and to us asking for transportation from Libau to England. But, of course, both we and Messrs. K. F. & Co. have refused to forward such passengers and to handle that business altogether. Last week we refused again transportation to a family holding such a Thomson Line prepaid and to-day the same family applied again to us showing a letter which they had received in the meantime from the United Shipping Co., London addressed to Messrs. P. Bornholdt & 14007

14008 *Defendants' Exhibit 334*

Co., Libau of which we are enclosing copy herewith. Nevertheless, we refused transportation and Messrs Bornholdt, the Forenede Agents at Libau may not ship either, as they have no right to accept or to forward any steerage passengers on Forenede steamers from Libau without our consent. However, this does not settle the matter at all; there must be found a way to prohibit the United Shipping Co. to assist the Agents of the Thomson Line in such a way, the more as they have no right whatever to dispose of the space in
14009 the steerage of the Forenede steamers sailing from Libau. As you will learn from the enclosed copy of the letter from the United Shipping Co. transportation was to be granted to Mr. Johannes A. Eurich, wife and infant and the letter is dated June 20th."

In addition to this report I have received a further letter from Libau this afternoon referring to the same matter and stating the following:

"With reference to our report regarding Thomson Line prepaids we beg to hand you enclosed copy of another letter addressed to the
14010 Forenede Agents, Messrs. Bornholdt & Co., Libau by the United Shipping Co., London asking to forward Naum Finina from Libau to London; this letter is dated June 23rd.

"Please take the matter as soon as possible. It must strictly be prohibited to the United Shipping Co. to assist outside Lines."

These reports and the enclosed copies to which Messrs. K. Sp. & Co. refer speak for themselves and I shall thank you if you will kindly do all you can in connection with this matter.

Yours faithfully,

signed: B. KARLSBERG.

Defendants' Exhibit 335. 14011

G. No. 905.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 14th, 1910.

To the Parties:

Compensation payments for fighting rates.
(G. No. 893.) 14012

Circular Letter G. No. 893 contains a clerical error on page 2 under 3 c, as the first number of adults of SS. "Adriatic" should read 476 instead of 436 which the parties will please correct.

The payments remain unchanged.

Respectfully,

14013

14014 **Defendants' Exhibit 336.**

G. No. 906.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 14th, 1910.

To the Parties:

Westbound Adjustment. (G. 903.)

Referring to G. 892 in which is communicated that the Hamburg American Line appeal to arbitration
14015 with regard to the recent advance in westbound rates of the Cunard Line, though in minus, I beg to say that the Hamburg American Line desist from having the matter arbitrated.

The Nordd. Lloyd write:

> "With reference to circular letter No. 903 we beg to say that we fully share the views of the Hamburg-American Line and the Red Star Line as expressed in circular letters No. 882, 892 and 899. In fact it seems to us quite impossible that the agreement could properly and satisfactorily work if the Lines were permitted to change their rates arbitrarily and
> 14016 without regard to their position in the Pool. Exceptions from the general rule may of course be agreed upon from time to time, and having the assurance from the Cunard Line that it is not their intention to stop the carriage of Russian passengers, we would see no difficulty in agreeing to their wishes in this specific case provided the question is properly submitted to the Lines for their decision."

Respectfully,

Petitioner's Exhibit 1584

14017

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 14th, 1910.

Anchor Line
Cunard Line
White Star Line

Royal Line & Uranium SS. Co.

14018

Attached hereto I beg to send copies of the resolution passed at the meeting on the 11th instant. In connection with it I have asked the C. P. R. whether they will join the B. L. in withdrawing their notice of withdrawal from byelaw 22 and shall communicate their reply as soon as it is at hand.

Respectfully,

14019

14020 *Petitioner's Exhibit 1584*

Conference in Savoy Hotel, London, 11th July 1910.

Hapag

Herr General-Director Ballin
" Emil L. Boas
" Director Warnholtz
" Director Storm
" Dr. Murken
" Neumann
" Heller

Nasm

Herr Director Otto v. Reuchlin
14021 " Director J. G. v. Reuchlin
" Director J. R. Wierdsma

Lloyd

Herr Frhr. v. Plettenberg
" G. Seyde
" Knüppel

Star

Herr Geo. Weingaertner
" G. Strasser

Transat

Herr Director Dal Piaz
" R. Sagot

Anchor Line

14022 Mr. A. C. F. Henderson
" Aitchison

Cunard Line

Mr. A. A. Booth
" A. D. Mearns

I. M. M. Co.

Mr. J. Bruce Ismay
" Harold A. Sanderson
" A. B. Cauty

In the chair: Mr. J. Bruce Ismay

It was decided that the British Lines open negotiations with the Canadian Northern S. S. Co. with

Petitioner's Exhibit 1584

14023

the view to bring the Royal Line into the A. C. agreement for 3rd class business also to have them join the First & Second Class rate agreements. The British Lines having full authority from the Continental Lines to make the best arrangement possible.

Failing obtaining the consent of the Royal Line to join the A. C. agreement the British Lines to negotiate a 3rd class rate agreement (continental rates not to be lower than the British Lines' lowest continental rates) in which case the Royal Line to be at liberty to carry 3rd class passengers for the Uranium Co. in the event of one of the latter Cos' steamers being prevented from sailing owing to a break down, of which satisfactory evidence must be produced, as for instance a Lloyds' certificate.

14024

The British Lines agree to continue to assist the Continental Lines in meeting the competition of the Uranium S. S. Co. and withdraw their notices in connection with A. C. minute No. 22.

In the event of an arrangement being made for/including the Royal Line in the A. C. agreement it is understood that it is to be similar in character to that by which the Russian East Asiatic Co. is associated with that agreement.

It is agreed that minute 18 of the A. C. agreement be altered by adding the words: "excepting the Royal Line."

14025

(Signed) J. BRUCE ISMAY
BALLIN
A. D. MEARNS
PLETTENBERG
DAL PIAZ
G. WEINGAERTNER
J. G. v. REUCHLIN
A. C. F. HENDERSON

14026 **Defendants' Exhibit 337.**

G. No. 907.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 15th, 1910.

To the Parties:

U. S. Citizens II Cl. passengers and reimbursement of headtax. (G. 886.)

With regard to the inquiry in G. 886 whether the
14027 U. S. headtax would be refunded to U. S. citizens travelling II. class, in case they should claim the refund of the headtax, the parties have unanimously replied that no such claim would be entertained, as the headtax for II. class passengers is paid by the companies and any claim would therefore be unfounded.

Respectfully,

Defendants' Exhibit 338.

G. No. 908.

ATLANTIC CONFERENCE.

14028

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 15th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 901.)

The steamer "Uranium" sailed yesterday afternoon from Rotterdam with 22 cabin passengers & 494 steeragers of which 174 for Halifax.

Respectfully,

Defendants' Exhibit 339. 14029

G. No. 909.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 15th, 1910.

To the Parties:

I beg to communicate in the annex a correspondence which I had with the American Line, Southampton, regarding the question, whether Government officials who pay less than the Agreement second class minimum rate of the respective steamer, are to be pooled or not. 14030

I should be glad to know the views of the other parties in this respect.

Respectfully,

H. PETERS,
p. L. P.

14031

14032 *Defendants' Exhibit 339*

Annex 1 to G. No. 909. 15/7.10.

Southampton, July 1st, 1910.

(Conf.)

H. Peters, Esq,
Secretary,
Atlantic Passenger Conference,
Jena.

Dear Sir:

14033 With reference to the question raised by you when in Southampton as to the inclusion of the passages of Colonel and Mrs. Swalm, who sailed by the White Star Line from Southampton last year, in our returns, as regards Colonel Swalm, this gentleman was granted a free passage on the grounds that he was a United States Government official and that he made the voyage on Government business, and we therefore consider that under clause 11 (b) of the appendix II to Agreement AA his passage should not be included in our returns.

As Mrs. Swalm who sailed by the "Oceanic" paid £10 only and the minimum Second Class Agreement rate for this steamer is £11. we are arranging to in-
14034 clude her passage in our rectification return for the month of June.

Yours faithfully,
for White Star Line
signed: E. C.

Defendants' Exhibit 339

14035

Annex 2 to G. 909. 15/7.10.

Jena, July 4th, 1910.

Messrs
The American Line
Southampton

Dear Sirs:

Your favor of 1st instant.

With reference to your interpretation with regard to clause 11 b Appendix II Agreement AA. I beg to say, that in my opinion this clause has nothing to do with cabin business and is only applicable to steerage business.

14036

The circumstances under which cabin passengers may be forwarded free or at reduced rates without being pooled are stated in clause 3 & 123 of the Bye-laws, but with these exceptions all passengers paying less than Agreement 2nd cabin rates by the carrying steamer are to be pooled.

Please kindly inform me whether you will act accordingly, or whether you are of different opinion.

Yours faithfully,
signed H. PETERS.

14037

14038 *Defendants' Exhibit 339*

Annex 3 to G. 909.

(Conf.)

Southampton, July 13th, 1910.

H. Peters, Esq.
Secretary,
Atlantic Conference.
Jena.

Dear Sir:

We have your letter of the 4th instant.

14039 We note you do not agree with our interpretation of clause 11 (b) to Appendix II of Agreement AA being applicable to the case of Colonel Swalm as you consider it only applies to Third Class business.

Clause 11 (b) however in our opinion should be applicable to Government Officials who are transported free, and when Agreement "V" was drawn up, clause 11 (a) of paragraph 9 gave permission for free passes to be granted under certain conditions.

We cannot think that when this clause was drawn up it was ever intended that passengers thus carried free were to be included in the returns under the Agreement.

14040 Under these circumstances we are still of opinion that the passage of Colonel Swalm as a United States Consul travelling on Government business should not be returned, and, although the matter is a small one, an important principle is involved and we will be glad if you will circulate this letter and ascertain the views and opinions of the other Lines.

Yours faithfully,
signed for American Line
P. E. CURRY
E. CLIBBORN.

Defendants' Exhibit 340.

14041

G. No. 910.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena

Jena, July 15th, 1910.

To the Parties:

Royal Line. (G. 900.)

14042

The Holland America Line write:

"Although it is to be borne in mind that it is a rumor emanating from Mr. Petersen, we consider it of sufficient interest to the Lines to inform them that according to our informant it is said to be the intention of the Canadian Northern Railway to lay up the Royal Line steamers 'Royal Edward' and 'Royal George' by the end of October on account of their heavy running expenses and to substitute these steamers in the Bristol Line by those employed at present by the Uranium SS. Co. in the Rotterdam service, thereby discontinuing the latter."

14043

Respectfully,

14044 **Defendants' Exhibit 341.**

G. No. 911.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 16th, 1910.

To the Parties:

14045 *Techxz Sulmoni & Co., Giubiasco.*

Referring to the correspondence in G. No. 885 addressed by the Antwerp agent of the Thomson Line to Messrs. Techxz Sulmoni & Co. the Hamburg American Line inform me that T. S. & Co. themselves had forwarded said letters to them and in view of the fact that they on several occasions had passengers from T. S. & Co. the Hamburg American Line consider the inference drawn at the end of G. 885 that no Line should be in connection with Messrs. T. S. & Co. unjustified; they look upon the communication on the part of T. S. & Co. rather as a sign of loyalty and under the circumstances cannot agree not to accept any more
14046 passengers from T. S. & Co.

Respectfully,

P. S. The Hamburg American Line having satisfactory explanation from Messrs. T. S. & Co., how it happened that some time ago 12 passengers for the Donaldson passed through Mr. Schyns into the hands of the Thomson Line, the request that no Line must be in connection with T. S. & Co., is no longer to be maintained.

Defendants' Exhibit 342. 14047

G. No. 912.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 16th, 1910.

To the Parties:

Westbound Adjustment. (G. No. 906.) 14048

The Hamburg American Line write:

"*Circular Letter G. 906.* To the communications, made in this circular-letter, we should like to add, that at the Conference, held in London on July 11th, we received from Mr. Booth the oral declaration that the alteration of rates objected to by us was an exceptional case with a view to abolish an unremunerative rate. The principle that Minus-Parties should not raise their rates the Cunard Line fully recognise. Likewise they give the assurance that it is not their intention to restrict the 14049
transportation of Russian emigrants. In these circumstances we thought that we could refrain from appealing for decision by the Arbitrator."

Respectfully,

14050 **Petitioner's Exhibit 1585.**

G. No. 913.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 18th, 1910.

To the Parties:

14051 *Uranium SS. Co. Ltd.*

The Holland America Line write that they have appointed S. S. "Bremen" in opposition against the "Campania" scheduled to sail from New York on July 21st; they have asked the N. D. Lloyd to fix the rate at $27 less $2 commission.

Respectfully,

14052

Defendants' Exhibit 343. 14053

G. No. 914.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 19th, 1910.

To the Parties:

Catholic divine service on board.

The Hamburg American Line write: 14054

"Enclosed we beg to hand you translation of a letter, which was received by us from Mr. Cahensly, President of the St. Raphael's Association for the protection of catholic German emigrants. It is our intention not to comply with the suggestion made in this letter but to reply, that we are not in a position to do so, seeing that the emigrants on our ships are composed of members of quite a number of different confessions; there are among them Roman Catholics, Greek Catholics, Evangelical Lutherans, Evangelical Reformed, Jews, Mohammedans and followers of various other 14055
denominations. It would therefore not be feasible to arrange divine services according to the doctrines of their church to the members of the one confession without making equal arrangements for the followers of the other confessions. The number of different confessions to be considered, however, renders it impossible to provide for so far reaching institutions for all the passengers on board our ships and it is obvious that we cannot give free transportation to so many preachers.

14056 *Defendants' Exhibit 343*

"We would ask you kindly to submit this question to the Lines in order that they may express their opinion about it."

The letter of Mr. Cahensly referred to above reads in translation:

"To the Hamburg-Amerika Linie,
Hamburg.

"While I was in Genoa some time ago I learnt that on all ships of the Norddeutscher Lloyd and the Lloyd Sabaudo plying between
14057 Genoa, Naples, Palermo and New York or Buenos-Aires a Catholic preacher is on board, who conducts divine service on Sundays and Holy-days.

"Both Lines grant free passage to the Italian clergyman. This feature which has been introduced under the auspices of Monsignor Coccolo of the Church of Sankt Benedetto in Genoa brings great consolation to Italian emigrants and has proved to be an exceedingly good thing.

"I therefore now beg to ask you whether you do not feel inclined to grant the same facilities on your ships and am, dear Sirs,

14058 Yours faithfully,
(signed) CAHENSLY."

Will the parties please let me have their views on the point. As far as the Pool is concerned such clergymen are to be accounted for, unless they have to be carried under the law of the respective country.

Respectfully,

Defendants' Exhibit 344. 14059

G. No. 915.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 20th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 908). 14060

Of the passengers by the "Uranium," which sailed for Halifax Newyork on the 14th instant were according to their nationality:

15	Germans
265	Russians
94	Austrians
30	Hungarians
41	Turks
7	Italians
2	Greeks
3	Roumanians
23	Bulgarians 14061
3	Americans
3	Persians
Total: 486	

14062 **Petitioner's Exhibit 1586.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 20th, 1910.

ANCHOR LINE
CUNARD LINE
WHITE STAR LINE

14063 In the minute sent to the parties on the 14th instant the third word at the beginning has been erroneously written "desired," whilst it must read "decided;" will the parties please excuse the mistake and rectify it in their copies.

Respectfully,

Petitioner's Exhibit 1587.

G. No. 916.

ATLANTIC CONFERENCE.

Secretary's Office
14064 Telegraph Address:
"Secretair," Jena.

Jena, July 21st, 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. 913.)

The rate for the "Campania" 21st inst. from New York having been reduced from $28 to $25 the Holland-America Line have asked the Norddeutscher Lloyd, to fix the rate for the competing S. S. "Bremen" at $24 less $2.

Respectfully,

Defendants' Exhibit 345.

14065

G. No. 917.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 22nd, 1910.

To the Parties:

Compensation for fighting rates SS. "Graf Waldersee" Jan. 15th 10. (G. 893.)

14066

The Hamburg American Line send me the following bill for passengers carried at fighting rates by SS. "Graf Waldersee" January 15th:

for passengers carried at fighting rates by S. S. "Graf Waldersee," January 15th, 1910 for New York

390/1 and 11/2 passengers,		
	fighting rate	$24.
	regular rate	$35.
	compensation rate	$ 6.

Total: 395 1/2 x $6 ..... $2373.

I have audited the above bill and found it in accordance with the steamers' passenger list. 14067

"Graf Waldersee" had been opposed against the "Uranium" which was appointed to sail on January 15th, but according to G. 714 was postponed to January 18th and then to January 22nd.

In the amount of the compensation bill participate the parties with their percentages according to G. 734 as follows:

Anchor Line	3.74% = $88.75
Cunard Line	14.37% = 341.
Hapag	11.97% = 284.05

14068 *Defendants' Exhibit 346*

Nasm	5.80% =	137.63
Lloyd	17.64% =	418.60
Red Star Line	8.14% =	193.16
White Star Line	14.73% =	349.54
American Line	8.29% =	196.72
Dominion Line	1.44% =	34.17
Canpac	4.26% =	101.09
Transat	4.87% =	115.57
Austro	1.82% =	43.19
Rusamerika	2.93% =	69.53
	100.	$2373.

14069 Will the parties please pay the above amounts to the Hamburg American Line.

Respectfully,

Defendants' Exhibit 346.

G. No. 918.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
14070 "Secretair," Jena.

Jena, July 22nd, 1910.

To the Parties:

Uranium SS. Co. Ltd.

S. S. "Volturno" disembarked at Rotterdam on 20th 223 steeragers, 18 cabin passengers and 15 deported passengers of the latter 7 were from Roumania and 8 from Russia & Poland.

HOCHACHTUNGSVOLL.

Defendants' Exhibit 347.

14071

G. No. 919.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 23rd, 1910.

To the Parties:

With reference to G. No. 909 I have so far only received a reply from the Hamburg-Amerika Linie and the Norddeutscher Lloyd. I beg to request the other parties to let me have their views also as early as possible.

14072

Respectfully,

Defendants' Exhibit 348.

G. No. 920.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 23rd, 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. 918.)

14073

According to a Hapag cable:

"Campania" left New York 21st inst. with about 300 steeragers net rate about $19;

"Bremen" same day 1316 steeragers at $24 less $2.

Respectfully,

P. S. According to information which the Holland America Line received "Campania" left New York with 340 steeragers and 10 cabin passengers.

14074 **Defendants' Exhibit 349.**

G. No. 921.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 23rd, 1910.

To the Parties:

14075 *Royal Line. (G. No. 910.)*

On July 19th 79 passengers left Rotterdam via London for Bristol for the steamer "Royal George" which left Bristol on the 21st. Of the passengers were

19 Russians
13 Austrians
42 Italians &
5 Bulgarians.

Respectfully,

14076

Petitioner's Exhibit 1588. 14077

G. No. 922.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 28th, 1910.

To the Parties:

Uranium SS. Co. (G. No. 920). 14078

The Holland America Line write under date July 26th:

> "Please note that we have appointed in opposition to ss. 'Uranium,' scheduled to sail from New York on August 4th, SS. 'Prinz Friedrich Wilhelm' of the North German Lloyd, leaving the same day. We have asked the North German Lloyd to instruct their New York office to fix the rate at $27 less $2 commission."

Yours faithfully,

14079

14080 **Defendants' Exhibit 350.**

G. No. 923.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 28th, 1910.

To the Parties:

Byelaw 11b.

I beg to communicate the following correspondence:

1) Letter of the Secretary to the Cunard Line, dated
14081 June 30th:

> "Reverting to the conversation I had with Mr. Lister occasionally my last visit regarding the non-pooling of 436 steeragers forwarded from N. York to Fiume at a rate of $10 during 1909, I beg to inform you that I continue to be of the opinion that these passengers have to be pooled. If you cannot make up your mind to do so you would oblige me by stating why you consider those passengers excluded from being pooled and I will then submit the matter to the Lines."

14082 2) Letter of the Cunard Line to the Secretary, dated July 25th:

> "Dear Sir:
>
> "Replying to your Letters of June 30 and July 19, as mentioned to you when here, we consider that the 436 steeragers referred to come under Byelaw 11, Sub- Section 'B.' As we then stated, when our Agreement was made with the Hungarian Government the latter insisted on a stipulation that they should be entitled to return by our steamers from New

Defendants' Exhibit 351

14083

York to Fiume on Hungarian Consular Orders up to 500 impecunious Hungarian subjects per annum, at a rate which would cover the cost of maintenance whilst the passengers were on board ship. Bearing in mind the long voyage from New York to Fiume, viz., 20 days, this rate was fixed at Crs. 50 per adult, Crs. 25 per child, and infants were to be returned free of charge. Under the circumstances, and in view of the fact that the carriage of such passengers is a Government obligation, we trust that the Lines will accept our view of the matter, and agree that the passengers in question come under Byelaw 11."

14084

Yours faithfully,
THE CUNARD STEAMSHIP CO., LTD."

I am awaiting the views of the Lines.
Respectfully,

Defendants' Exhibit 351.

G. No. 924.

14085

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 29th, 1910.

To the Parties:

The Russian America Line inform me that they have advanced their 2nd class westbound rates to 115 & 125 Roubles.

Respectfully,

14086 **Defendants' Exhibit 352.**

G. No. 925.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 29th, 1910.

To the Parties:

Royal Line. (G. 910.)

14087

According to the Shipping Gazette the Hon. Sidney Fisher Canadian Minister of Agriculture has written in a letter to the Lord Mayor of Bristol:

> "This ought to be a very popular route from the Old Country to Canada. I am glad to hear that Mr. Mackenzie has ordered another boat, and probably two, for our service, which will make it a weekly one."

Respectfully,

14088

Defendants' Exhibit 353. 14089

G. No. 926.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, July 29th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. 920.)

14090

The "Volturno" left Rotterdam on 28th instant with:

505 steeragers of which 174 for Halifax,
27 cabin passengers of which 14 for Halifax.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 2 Aug. 1910 Ansd.

14091

Petitioner's Exhibt 1589.

G. No. 927.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 1st, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 926.)

The following is a complete sailing List of east-bound departures from New York for August from which fighting steamers are to be selected by the Holland America Line. Of any alterations in sailing dates the parties will please inform me in due time.

Tuesday	2.	August	Noordam, Kaiser Wilhelm II
Wednesday	3.	"	Teutonic, Caronia
Thursday	4.	"	Prinz Friederich Wilhelm, La Touraine
Friday	5.	"	
Saturday	6.	"	Neckar, Vaderland, California, St. Louis, Baltic, Russia, Caroline.
Monday	8.	"	
Tuesday	9.	"	Rotterdam, Kaiser Wilhelm d. Gr.
Wednesday	10.	"	President Lincoln, Oceanic, Mauretania,
Thursday	11.	"	Barbarossa, La Bretagne
Friday	12.	"	
Saturday	13.	"	Amerika, Lapland, Furnessia, New York, Celtic
Monday	15.	"	
Tuesday	16.	"	Ryndam, George Washington
Wednesday	17.	"	Graf Waldersee, Majestic, Lusitania
Thursday	18.	"	La Provence
Friday	19.	"	

Petitioner's Exhibit 1589

14095

Saturday 20.	August	Cincinatti, Kroonland, Columbia, St. Paul, Cedric, Carmania, Lituania
Monday 22.	"	
Tuesday 23.	"	Potsdam, Kronprinzessin Cecilie
Wednesday 24.	"	Adriatic, Campania
Thursday 25.	"	Bremen, La Touraine
Friday 26.	"	
Saturday 27.	"	Finland, Caledonia, Philadelphia, Arabic, Californie
Monday 29.	"	
Tuesday 30.	"	Nieuw Amsterdam, Kronprinz Wilhelm
Wednesday 31.	"	Pennsylvania, Teutonic, Mauretania

14096

Respectfully,

14097

14098 **Defendants' Exhibit 354.**

G. No. 928.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 1st, 1910.

To the Parties:

Catholic Divine Service on board steamers (G. 914.)

14099 I beg to inform the parties that all Lines unanimously agree with the views of the Hamburg-American Line expressed in circular letter G. No. 914.

Respectfully,

Defendants' Exhibit 355.

G. No. 929.

ATLANTIC CONFERENCE.

14100 Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 1st, 1910.

To the Parties:

Byelaw 95., Cinematical entertainments.

The Holland America Line inform me that they have declined an application from Mr. Maximilian Gauss in Göttingen (Prussia) for cinematical entertainments on board of their steamers.

Respectfully,

Petitioner's Exhibit 1590. 14101

G. No. 930.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 3rd, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 927.) 14102

The Holland America Line write:

> "We herewith beg to inform you that according to a cable received from New York the net rate for ss. 'Uranium,' August 4th from New York, has been reduced to $22. We have consequently asked the North German Lloyd to cable to their New York office to reduce the rate for ss. 'Prinz Friederich Wilhelm,' August 4th (opposition steamer) to $24 less $2 commission, which please note."
>
> Respectfully,

14103

13504 **Petitioner's Exhibit 1591.**

G. No. 931.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 4th, 1910.

To the Parties:

Westbound Adjustment (G. Nos. 903, 899, 802, 882).

13505

With regard to circular letter G. No. 903 I beg to communicate in the annex the further replies I received in the above matter. With reference to the question, whether a short line may advance or a line in excess may reduce rates I would make a few remarks.

Art. 11 rules that such measures are dependent on "that the results thus obtained (*i. e.* by the statistics furnished) show that a Line has exceeded its proportion or has remained below it." It must therefore lie open before all eyes that a Line *is* plus or minus and it is not left to a Line's individual opinion that
13506 it *will become* a plus or minus party in the further course. This rule stands.

Now in the business of the Lines there can and do exist circumstances which justify to anticipate that a short line will in a near future turn into excess and it is rational if such line does not wish to run into a large excess at low rates and proposes to advance. But such a case must not be looked at from the standpoint of such Line only but due regard must also be taken whether it is not to the detriment of some other Line or of their community. The same regard has to be taken if a plus Line is going to reduce.

Petitioner's Exhibit 1591

13507

Therefore it is my opinion that a line which wishes to resort to measures which involve a deviation from the terms of the contract should lay the reasons why they believe that such measures are compatible with their duty to adjust their position before their pool colleagues and the consent of 75% of the shares (similar to Art. 11 & Commentary) should be obtained before such measures can be made operative.

It seems to me that rather much stress is laid on the remunerativeness of rates. Though this is the last and most important end, it must not be lost sight of, that this end cannot be obtained, if the principle of the pool to divide the volume of the traffic by fixed percentages and to make each Line carry its percentage as nearly as possible is not maintained in the front.

13508

Respectfully,

18509

14110 *Petitioner's Exhibit 1591*

Annex to G. No. 931.

1) Letter of Messrs. Ismay, Imrie & Co. dated July 15th:

Dear Sir:

Westbound Adjustment.

Your G. 903.

We quite agree with the argument that one of the important objects of the Agreement is to enable the
14111 Lines to carry their third class passengers at remunerative rates.

We also agree that, while it is against the letter of the agreement for a Line in the minus to advance rates, we do not think it is against the spirit of the agreement to do so in the event of such Line only altering those rates which are much below the fares of the other Companies, and that the alteration made is not such as to in any way check the flow of business.

In the same way, if a Line sees its position changing in the immediate future from plus to minus, or, *vice versa*, we think a change in rate would be justified
14112 to anticipate such altered position.

As regards the particular question involved between Hamburg-American Line and Cunard Line, it is a question of course, as to whether the case comes within the foregoing exceptions.

Yours faithfully,

sign. for Ismay, Imrie & Co.

A. B. C.

Petitioner's Exhibit 1591 14113

Annex to G. No. 931.

2) Letter of the American Line Southampton dated July 16th:

Dear Sir:

Referring to your circular letter G. No. 903 of the 11th inst. we agree with the view set forth that one of the most important objects of the Agreement is to enable the Lines to carry Third Class passengers at remunerative rates.

We are also of the opinion that while it is against 14114
the letter of the Agreement for a Line in the minus to advance its rates, we do not think it against the spirit of the agreement to absolutely prohibit this being done in the case of a Line only altering those rates which are much below the fares of other Companies, and that such an alteration is not one which would check the flow of business.

Similarly if a Line's position is evidently likely to change in the future from plus to minus or *vice versa* we consider a change of rate would be justified in anticipating such an altered position.

With reference to the particular question between the Hamburg American and Cunard Lines under review at present, we agree with the remarks made 14115
by the North German Lloyd set forth in your circular letter G. No. 906 of the 14th instant that, having an assurance from the Cunard Line that it is not their intention to stop the carriage of Russian passengers, they will see no difficulty in agreeing to their wishes in this specific case provided the question is submitted to the other Lines.

Yours faithfully,

sign. for American Line,

E. C.

13516 *Petitioner's Exhibit 1591*

Annex to G. No. 931.

3) Letter of the Holland America Line dated July 16th:

Dear Sir:

With regard to the question as to whether the standpoint taken up by the Cunard Line in raising their steerage rate notwithstanding the fact that their position in the pool remains greatly below their allotted share, is correct, we beg to say that in our opinion the arguments brought forward by the Cunard
13517 Line in support of their action are not convincing and we feel very certain that it is not in accord with the agreement.

May we take it that, in as much as the Hamburg-American Line, according to G. 906, desist from having this question arbitrated, the Cunard Line admit that their action was contrary to the stipulations of the Agreement? In that case we would be willing to share the views expressed by the Lloyd, to the effect that on condition that Cunard's action shall not be looked upon as a precedent, we agree to drop the matter.

Yours truly,
sign. HOLLAND-AMERICA LINE.

13518

---

4) Letter of the Anchor Line dated August 1st:

Dear Sir:

We have your letter of the 28th ult. *re* your G. No. 903. We have perused also 906 in this connection. But we do not think any opinion need be given by us on 903 in face of your 912 which we consider satisfactorily ended the point.

Yours truly,
sign. ANCHOR LINE.

Petitioner's Exhibit 1592. 13519

G. No. 932.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 4th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 930.)

13520

S. S. "Campania," which left New York on the 21st July, arrived at Rotterdam August 2nd with 289 steeragers and 11 deported passengers.

The Holland-America Line write:

> "We regret to have made a clerical error in our yesterday's letter (G. No. 930) informing you of the reduction in the 'Prinz Friedrich Wilhelm's' fighting-rate. The nett rate for the 'Uranium' has been reduced to *$21* nett and we have asked the North German Lloyd to reduce the rate for the 'Prinz Friedrich Wilhelm' to *$23* less $2 commission."

13521

Respectfully,

14122 **Defendants' Exhibit 356.**

G. No. 933.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 5th, 1910.

To the Parties:

Pooling of Cabin Passengers (G. No. 909).

I beg to communicate in the annex the replies with regard to the correspondence in the annex to G. 909,
14123 to which I have to add that the Continental Lines have, ever since they had their agreement, acted according to the views expressed by them, and to them only referred what I told the Cunard Line.

Unless the Lines dissenting from the views of the majority prefer to have the matter arbitrated, I would request, that the Lines overhaul their west & eastbound manifests carefully not only for identical but also for similar cases and eventually report. Such reported cases they will please mark in the manifests for 1909, and also in future, by entering in red or blue ink the word "pooled."

I take this opportunity to repeat what I have already orally expressed where occasional differences of view
14124 finally were agreed upon, viz. that the passenger lists must be completely overhauled in order to get the reports corrected according to the understanding reached.

It is clear that my examination of the manifests cannot go beyond picking out a number of voyages and going through them thoroughly and turning attention to cases, where my views differ from those of the resp. Line. It is then the duty of the resp. Lines to correct not only these special cases which I bring to their notice.

Defendants' Exhibit 356.

I reserve the right to a second examination and if it should turn out that corrections which ought to have been made are not made I should consider it as gross negligence and report to the Parties. 14125

Respectfully,

H. PETERS.

Annex to G. No. 933. 5/8/10.

1) Letter of the Hamburg American Line dated July 18th:

"We have taken due note of the correspondence submitted by your circular letter of the 15th inst., and in reply to your enquiry would say that we fully share your view that Bye-law 11, paragraph b applies only to passengers carried in the steerage free or against payment of the cost of subsistence upon the request of the Government, as for instance destitute seamen. 14126

"However, cabin-passengers paying less than the minimum agreed rates, unless covered by Bye-law 3, have invariably to be pooled even if the reduction has been granted in strict accordance with Clause 11 of Agreement V or Clause 7 of Agreement W. In the latter case there is no infringement of the Cabin Agreements, but the passengers have yet to be accounted for to the pool. This is at least the practice which we have always followed, and which is also corroborated by Byelaw 123, paragraph 2. Being obliged to pool such passengers was meant as a safeguard against excessive liberality in granting reductions; on the other hand accounting for them to the steerage-pool does of course not make good an in- 14127

14128 *Defendants' Exhibit 356*

fringement of the cabin-agreements in case such reductions should not have been granted upon the grounds as enumerated in the above-named clauses."

2) Letter of the Holland America Line dated July 22nd:

"Referring to G. 909 we beg to say that we fully endorse your views in the question which has arisen between yourself and the American Line whether government officials who pay less than the second class minimum rate must be
14129 pooled."

3) Letter of the Norddeutscher Lloyd dated July 18th:

"We beg to acknowledge receipt of circular letter No. 909 relating to the passage of Colonel Swalm.

"The exception provided by clause 11 is limited to passengers who are carried free or against payment of the cost of subsistence *upon the request of a Government.* Unless, therefore, it is proven that application for free transportation of Col. Swalm was made by
14130 the U. S. Government, we hold that this passenger must be pooled."

4) Letters of the British Lines to the Secretary of the N. A. P. C.

Allan

"While we sympathize with the American Line view, we are of opinion that under existing agreements, the position is as stated in Secretary Peters' letter of 4th July, 1910, to the American Line.

Defendants' Exhibit 356

14131

Anchor

"We have perused letters and consider that Sec'y Peters is quite right in the view he gives as to the booking of the passengers by the American Line and to whom they refer in their letters of 1st and 13th July. We cannot consider a free pass granted to a United States Consul can in any way come under the designation of being granted on 'purely personal grounds,' as mentioned in Agreement V, Clause 11 (a). To come under this clause the principals of the Line would require to state that 14132
the free pass was issued on 'purely personal grounds' Clause 11 (b) of A. A. Agreement only touched 3rd class business and as such was dealt with by the Liverpool Conference when it fixed a charity rate."

Canadian Pacific

"We are inclined to think the stand taken by Mr. Peters is in line with the wording of the Agreement."

Cunard

"We are willing to fall in with opinion of the majority of the Lines. However, may say 14133
that in a somewhat similar case which we had not included in our returns the Secretary advised us that the other Lines always included such passengers and we therefore accepted his view."

Dominion

"Our views are those of American Line about this particular case."

White Star

"Agree with views of American Line."

14134 **Defendants' Exhibit 357.**

G. No. 934.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 5th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 930.)

14135

Messrs. Ismay, Imrie & Co. inform me of the following extract from a letter received by Mr. Ismay from New-York dated July 26th, 1910:

> "Uranium S. S. Co. formerly North West Transport Line."
>
> "We understand, that Mr. Mackenzie has just renewed his agreements with his agents here, Passenger & General, for further three years."

Respectfully,

14136

Petitioner's Exhibit 1593.

14137

G. No. 935.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 6th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 934.)

14138

According to a Hapag cable S. S. "Uranium" left New York August 4th with about 350 steeragers at a net rate of about $10, she had besides 55 deported passengers. The fighting steamer "Prinz Friedrich Wilhelm" left New York the same date with 1567 steeragers at a rate of $23 less $2 commission. 350 overbooked steeragers will be forwarded by S. S. "Brandenburg" of the N. D. L. on August 6th. According to the information which the Holland America Line received the "Uranium" left New York with 375 steeragers.

Respectfully,

14139

14140 **Petitioner's Exhibit 1594.**

G. No. 936.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 8th, 1910.

To the Parties:

Thomson Line. (G. 902.)

From July 23rd to August 6th 66 passengers passed Antwerp for the Thomson Line.

14141 Respectfully,

Petitioner's Exhibit 1595.

G. No. 937.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 8th, 1910.

To the Parties:

14142 *Royal Line. (G. No. 925.)*

From July 24th to August 2nd 56 passengers passed Antwerp for the Royal Line.

According to information from the White Star-Dominion Line S. S. "Royal Edward" left Bristol on August 4th with

595 steeragers including 140 Continentals
190 II class passengers
130 I. " "

Respectfully,

Defendants' Exhibit 358. 14143

G. No. 938.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 8th, 1910.

To the Parties:

Payments for July.

14144

In conformity with Form 30, No. 7 I beg to request the parties to make the following payments for July:

Continental Lines to White Star Line .	£	1226.—.—
Continental Lines to Allan Line	"	123.—.—
Continental Lines to Cunard Line	"	668.—.—
Continental Lines to Canadian Pacific Ry. Co.	"	248.—.—
Continental Lines to Donaldson Line ..	"	100.—.—
Anchor Line to American Line	"	1808.—.—
Anchor Line to Allan Line	"	408.—.—
Dominion Line to White Star Line ...	"	2703.—.—
	£	7284.—.—

14145

Respectfully,

14146 **Defendants' Exhibit 359.**

G. No. 939.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 9th, 1910.

To the Parties:

Payments from the Russian America Line.

According to Form 35, No. 7 the following payments are to be made:

14147

Russian America Line to Continental Lines	£	978.—.—
Russian America Line to Anchor Line	"	26.—.—
Russian America Line to Dominion Line	"	72.—.—
Russian America Line to White Star Line	"	22.—.—
Russian America Line to Cunard Line	"	119.—.—
Allan Line to Russian America Line	"	78.—.—
American Line to Russian America Line	"	1.—.—
Canadian Pacific Ry. Co. to Russian America Line	"	86.—.—

14148 To simplify the payments the parties will please make them as follows direct to the respective Lines:

Russian America Line to Continental Lines	£	978.—.—
Russian America Line to Anchor Line	"	26.—.—
Russian America Line to White Star Line	"	15.—.—
Russian America Line to Cunard Line	"	33.—.—
Allan Line to Dominion Line	"	72.—.—
Allan Line to White Star Line	"	6.—.—
American Line to White Star Line	"	1.—.—

Defendants' Exhibit 360

14149

Canadian Pacific Ry. Co. to Cunard Line	"	86.—.—
	£	1217.—.—

Respectfully,

Defendants' Exhibit 360.

G. No. 940.

14150

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 9th, 1910.

To the Parties:

Payments to the Scandinavian-American Line.

The parties will please make the following payments for July direct to the Scandinavian-American Line:

14151

Continental Lines	£	168.—.—
Allan Line	"	18.—.—
Anchor Line	"	14.—.—
American Line	"	33.—.—
Dominion Line	"	6.—.—
White Star Line	"	57.—.—
Cunard Line	"	56.—.—
Canadian Pacific Ry. Co.	"	16.—.—
	£	368.—.—

Respectfully,

14152 **Petitioner's Exhibit 1596.**

G. No. 941.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 11th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 935.)

14153

The Holland America Line have appointed as opposition steamer against S. S. "Volturno," leaving New York on the 18th instant, S. S. "Graf Waldersee," leaving New York on the 17th inst. They have requested the Hamburg-Amerika Linie, to wire their New York office, to fix the rate at $27 with $2 commission.

Respectfully,

14154

Defendants' Exhibit 361. 14155

G. No. 942.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 12th, 1910.

To the Parties:

Deported Passengers. 14156

I beg to submit the following letter, received yesterday:

Liverpool, August 6th, 10

H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

Dear Sir:

1. Eastbound Deported Passengers
2. Eastbound Charity Passengers 14157

With reference to your conversation on your recent visit regarding the non-pooling of Eastbound steeragers forwarded on a/c of the Canadian Government, for which a subsistence rate of $15 has been received, we submit that a distinction should be made between (1) such passengers as are forwarded on deportation orders, and to whom it is compulsory upon us to give passage whether we wish to do so or not, and (2) passengers whom we voluntarily carry at the request of the Government or Benevolent Societies

14158 *Defendants' Exhibit 361*

and to whom it is open to us to refuse transportation at less than official rates if we choose to ignore the policy of accepting them.

Those in the first named category we submit we are entitled to carry free of Pool obligations, even though the Government do pay us $15 to cover expenses incidental to their shipment, subsistence and handling, and, not infrequently forwarding expenses at this end.

Those in the second named category we agree are Pool passengers and we have always hitherto pooled them.

14159 Under the Canadian Law, as you doubtless know, the Government have now the right to call upon us for the deportation within three years from the time of their arrival, of any ineligible persons, without any payment. That right, however, has only been exercised in respect of passengers deported within a year; and when the period of residence has exceeded one year, the Authorities, as a voluntary act of grace and equity, and not because they are under any obligation to do so, have paid us $15 against the expenses referred to.

This payment, however, in no way removes the passengers from the category of "Bondable Passen-
14160 gers," *i. e.* who are deported by "the Government" and who therefore "shall be deducted Eastbound" (Byelaw 11 appendix 11).

Passengers voluntarily carried, that is passengers carried for Benevolent or other Societies, or even for the Government, at a Charity rate of $15 or $25, or at any other rate, and which the Lines are under no compulsion to carry if they don't want to, are, of course, subject to Pooling obligations, and have been pooled.

Defendants' Exhibit 361

14161

We trust the Lines will accept this as the position we are entitled to maintain in this matter.

Yours faithfully,

Allan Bros. & Co. U. K. Limited.
sig. F. S. Thompson.

Canadian Pacific Railway
sig. H. S. Carmichael

For White Star-Dominion Canadian Service
Per J. F.

Will the other Lines please let me have their views with regard to the deported passengers mentioned above.

14162

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 15/8/1910 Acknl'd. 1910 Answered 1910

14163

14164 **Defendants' Exhibit 362.**

G. No. 943.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 12th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 941.)

14165 As already communicated in circular letter G. No. 926 the "Volturno" left Rotterdam on July 28th with 505 steeragers, which were composed as follows according to their nationality:

2	Dutch
5	Germans
263	Russians
125	Austrians
39	Hungarians
1	Swiss
21	Italians
7	Roumanians
23	Turks
16	Bulgarians
3	Americans
Total: 505	

14166

Royal Line. (G. No. 937.)

I am informed, that on 9th instant 36 passengers left Rotterdam for the "Royal Edward," of which were 21 Austrians and 15 Italians.

Defendants' Exhibit 363. 14167

G. No. 944.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 12th, 1910.

To the Parties:

Byelaw 11 B. (G. 923.) 14168

With reference to circular letter G. No. 923 I received the following replies from:

1) the Hamburg Amerika Linie dated July 30th:

"In reply to your circular No. 923 of July 28th we beg to say that the 436 steeragers forwarded from New York to Fiume at a rate of $10 during 1909 have to be accounted for to the pool, seeing that these passengers which, we understand, have been carried at the cheap rate upon Hungarian Consular orders on the strength of the contract existing between the Cunard Line and the Hungarian Government, 14169
were included as full passengers in the basing figures for 1906 and 1907.

"This is corroborated by the fact that, according to the weekly returns furnished by Mr. Lawson Sandford which served as a basis for the annual statistical abstract, the total of passengers returned at the request of the Government amount to 197 souls in 1906 and to 185 souls in 1907, Italian and Adriatic passengers not separated. It is therefore evident that the passengers carried at cheap rates under

14170 *Defendants' Exhibit 363*

special contract with the Hungarian Government were not counted as Bondables or Government passengers, and that Byelaw 11 (subsection b) does not apply. The alternative for complying with the demand of the Cunard-Line would be to revise the basing figures and reduce their eastbound share to the percentage that is arrived at upon deducting from their 1906 and 1907 carryings the numbers of passengers carried at the $10 rate.

"We do not doubt that the Cunard Line if
14171 viewing the matter in this light will not insist upon their demand, and we shall be glad to know if these Government passengers have been duly included in the 1908 accounts."

2) the Holland Amerika Linie dated August 1st:

"We believe that the position taken up by the Cunard Line in their not accounting for into the pool of 436 steerage passengers carried by them from New York to Fiume during 1909 at a rate of $10 by order of the Hungarian Government is correct, in as much as in our opinion this comes under By-Law 11 Sub-section B.

14172 "In connection with the above the only question which comes to our mind is whether at the time when Cunard's eastbound percentage for their New York-Fiume service was fixed, the number of this kind of passengers carried by the Cunard in 1906 and 1907 was taken into account; however, we realize that this can only be a very small matter."

3) the Norddeutscher Lloyd dated August 11th:

Defendants' Exhibit 363

14173

"*G. 923.*

"In our opinion the case is not covered by byelaw 11.b, and seeing that the passengers in question were included into the basing figures when the pool percentages were calculated, there can be no doubt about the Cunard Line's obligation to account for these passengers into the Pool or to agree to a corresponding decrease of their eastbound share. As however this would be a small matter we are willing to comply with the wishes of the Cunard Line; at all events we shall go with the majority of the Lines."

14174

4) the Red Star Line dated August 2nd:

"*Byelaw 11b.*

"We think it is doubtful whether these passengers come under Byelaw 11 b, but our feeling is that they should not be pooled."

Up till now none of the British Lines have expressed their views.

I should be obliged to receive the reply of the Cunard Line what they have to say with regard to the letter of the Hamburg Line.

Respectfully,

14175

14176 **Defendants' Exhibit 364.**

G. No. 945.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 13th, 1910.

To the Parties:

Advance in westbound steerage rates.

The Russian East Asiatic S. S. Co. advanced their westbound steerage rate by five Roubles from Rbl. 77
14177 to Rbl. 82.

Respectfully,

Petitioner's Exhibit 1597.

G. No. 946.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 15th, 1910.

14178 To the Parties:

Uranium S. S. Co. (G. No. 943.)

With regard to G. No. 941 the Holland America Line have requested the Hamburg Amerika Line to cable New York, to reduce the rate of S. S. "Graf Waldersee" August 17th to $24 with $2 commission.

S. S. "Campania" left Rotterdam on the 13th with 30 cabin passengers & 463 steeragers of which 154 for Halifax.

Respectfully,

Petitioner's Exhibit 1598.

14179

G. No. 947.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 16th, 1910.

To the Parties:

Cunard westbound adjustment. (G. No. 931.)

With regard to G. No. 931 the Cunard Line write 12th instant:

14180

"We thought that this matter had already been satisfactorily dealt with, and we do not know that we can add very much in regard to it, beyond emphasizing the fact that it is still our opinion that when the low rates which we had in operation were increased they could not have any detrimental effect upon the business of the other Lines. We do not, however, anticipate that this situation will again arise.

"In connection with your observations and the remark of the Holland-America Line, we might point out that the latter recorded an advance in their westbound rates on June 29 while still minus 658.

14181

"While on the subject of adjusting the positions under the respective Agreements, we have just notified Secretary Smyth of a reduction of 5/—in our westbound British cash rates for sailings up to the end of September. Our minus we feel sure would soon have been considerably reduced, and we had hoped advances rather than reductions would have taken place, but in view of the reduction of the White Star Line we have felt it necessary to reduce our rates also."

I think it is not necessary to discuss this special case any further.

Respectfully,

14182 **Petitioner's Exhibit 1599.**

G. No. 948.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 16th, 1910.

To the Parties:

Modeste Kilian.

14183

White Star Line write:

> "We are given to understand that Mr. Modeste Kilian is acting as agent for the Thomson Line in Antwerp. On writing our Antwerp agent to the effect that he must discontinue all connection with the aforementioned, and which he confirms, he writes in reply that all the Conference Lines agents are accepting business from him. We pass this information to the Lines for what it is worth."

I refer to byelaw 20. Each Line has to inform its
14184 agents accordingly. The Continental Lines have already done so some time ago.

Respectfully,

Petitioner's Exhibit 1600. 14185

G. No. 949.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 16th, 1910.

To the Parties:

Royal Line.

14186

Last night I received following telegram from the Secretary of the N. A. P. C.:

> "Arrangements concluded with Royal Line who enter British and Scandinavian westbound third class rate agreements on same lines as Canadian Pacific and same rates as Empress steamers, Continental business westbound: Royal Line to charge not less than lowest rate of any British Canadian line and only to carry Uranium passengers in the event of steamer breaking down of which they must produce satisfactory evidence. Eastbound: Royal line joins subsidiary agreement to A A with percentage of one decimal fifteen. For first and Second class business join Agreements V and W taking same rates as Empress steamers."

14187

Respectfully,

14188 **Petitioner's Exhibit 1601.**

G. No. 950.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 17th, 1910.

To the Parties:

14189 *Uranium S. S. Co. (G. No. 946.)*

With regard to G. No. 946 I beg to inform the parties, that the rate of S. S. "Graf Waldersee" August 17th was reduced to $24 less $2 commission on account of a cable which the Holland-America Line received from New York, and in which they were advised, that the rate for S. S. "Volturno" August 18th has been reduced to $22.

Respectfully,

14190 P. S. The "Uranium," which left New York on the 4th instant, arrived at Rotterdam on the 15th where she landed 359 steeragers, 11 deported passengers and 31 cabin passengers.

Defendants' Exhibit 365. 14191

G. No. 951.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 17th, 1910.

To the Parties:

Eastbound deported passengers. (G. No. 942.) 14192

The Donaldson Line write under date 15th inst.:

> "We are in receipt of your favour of 12th inst., G. 942, and may say that our views are the same as those of Messrs. Allan, the Canadian Pacific Railway and the White Star-Dominion Lines."

Respectfully,

14193

14194 **Defendants' Exhibit 366.**

G. No. 952.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 18th, 1910.

To the Parties:

Thomson Line. (G. No. 936.)

Messrs. Ismay, Imrie & Co are advised by their
14195 London (City) Office that the "Cairnrona" sailed from London on Thursday last with 315 passengers on board.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 20 Aug. 1910 Ansd.

14196

Petitioner's Exhibit 1602.

14197

G. No. 953.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 19th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 950.)

The Hamburg Amerika Linie have informed the Holland Amerika Linie under the 16th instant, that 14198
they have postponed the sailing date of the fighting steamer "Graf Waldersee" by one day, so that this steamer sailed on the 18th inst. which was the sailing date of the "Volturno."

Respectfully,

Defendants' Exhibit 367.

G. No. 954.

ATLANTIC CONFERENCE.

Secretary's Office 14199
Telegraph Address:
"Secretair," Jena.

Jena, August 19th, 1910.

To the Parties:

Thomson Line. (G. No. 952.)

From August 7 - 14th 83 passengers arrived at Antwerp in care of Mr. Kilian for the Thomson Line.

Respectfully,

14200 **Defendants' Exhibit 368.**

G. No. 955.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 20th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 927.)

14201

Hereafter I beg to continue the list of eastbound departures for next month:

Thursday, Septbr. 1st Gr. Kurfurst, La Lorraine.

Saturday, Septbr. 3rd. Birma, Baltic, Lapland, Caronia, Kais. Auguste Victoria, California, St. Louis, Chicago.

Tuesday, Septbr. 6th. Kaiser Wilhem II., Noordam.

Wednesday, Septbr. 7th. Lusitania, Bluecher, Oceania.

Thursday, Septbr. 8th Pr. Friedrich Wilhelm, La
14202 Provence.

Saturday, Septbr. 10th. Arabic, Celtic, Cleveland, Furnessia, Newyork, Kroonland.

Tuesday, Septbr. 13th. Kaiser Wilhelm d. Grosse, Rotterdam.

Wednesday, Septbr. 14th. Campania, Deutschland, Pres. Lincoln, Majestic.

Thursday, Septbr. 15th. Barbarossa, La Savoie.

Saturday, Septbr. 17th. Russia, Cedric, George Washington, Carmania, Amerika, Columbia, St. Paul, Finland, Niagara, La Gascogne.

Defendants' Exhibit 368

14203

Tuesday, Septbr. 20th. Kronpr. Cecilie, Ryndam.

Wednesday, Septbr. 21st. Mauretania, Pres. Grant, Adriatic.

Thursday, Septbr. 22nd. La Lorraine.

Saturday, Septbr. 24th. Arabic, Cincinnati, Caledonia, Philadelphia, Vaderland.

Tuesday, Septembr. 27th. Kronprinz Wilhelm, Potsdam.

Wednesday, Septbr. 28th. Lusitania, Teutonic.

Thursday, Septbr. 29th. Friedrich d. Gr., Graf Waldersee, La Touraine.

I still beg to communicate that S.S. "Volturno" left New York August 18th with about 400 steeragers at a net rate of about $18; the competing S.S. "Graf Waldersee" had obtained 1636 steeragers at $24, less $2.

14204

Respectfully,

P. S. According to another report the "Volturno" had 375 passengers.

14205

14206 **Defendants' Exhibit 369.**

G. No. 956.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 20th, 1910.

To the Parties:

Thomson Line. (*G. No. 954.*)

14207

The American Line, Liverpool inform me of the following, which is a copy of what their Southern Office write them:

> "With regard to the application from the Thomson Line, the S.S. 'Tortona' we understand will definitely sail from here on Saturday next, and although many passengers are not expected to embark we understand that Messrs. Nisbett & Fladgate, the Agents here, are receiving a considerable number of applications for passage, chiefly from the poorer class of passengers who want to go at lower
> 14208 rates than those offered by the regular Lines."

Respectfully,

Defendants' Exhibit 370. 14209

G. No. 957.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 22nd, 1910.

To the Parties:

Eastbound Deported passengers & charity passengers.
(G. 951)

With reference to circular letter G. No. 942 I beg to communicate the replies so far received, regarding 14210
the joint letter of the Canadian Lines in above matter.

(1) Letter of the Holland American Line, dated August 13th:

> "The idea of byelaw 11 was not that passengers need not be accounted for, simply because they were being deported by the Government, but because the deportation had to take place either without any compensation to the Steamship Line or merely against payment of cost of subsistence. Therefore in order to determine whether a passenger has to be pooled it is not sufficient to say that the Government 14211
> has ordered his deportation; in our opinion all depends on the amount that the Government pays for his transportation. We do not think that a sum of $15 can very well be regarded as just covering cost of subsistence, it does more than that and for this reason the Canada Line's deported passengers for whose transportation the Canadian Government has paid us $15 (for N. D. L. V. Lines' joint service, Secretary), have been duly accounted for in the pool."

14212 *Defendants' Exhibit 370*

(2) Letter of the Norddeutscher Lloyd, dated August 18th:

"With reference to circular No. 942 we do not think that the passengers mentioned by the Canadian Lines as belonging to the first category can be considered either as 'bondables' or as 'passengers returned at the request of a Government against payment of the cost of subsistence.'

"The term 'bondable' can, in our opinion, only apply to passengers who have remained
14213 'in bond' *i. e.*, passengers who have been refused admittance and have been deported before actually entering the United States or Canada. The passengers in question having been admitted by the Canadian Immigration Authorities and having stayed in Canada for some time, cannot be considered as bondables. On the other hand, the rate of $15 which is paid by the Canadian Government for the transportation of these passengers cannot be said to cover merely the cost of subsistence which, considering the short trip, could hardly exceed one pound.

14214 "We therefore hold that the passengers in dispute should be pooled. However, if the other Lines are inclined to consider them as exempted, we do not intend to raise any objections."

I also beg to request the other parties, who have not yet answered, to let me have their views.

Respectfully,

Defendants' Exhibit 371. 14215

G. No. 958.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 22nd, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 955). 14216

The 463 steeragers which sailed per S. S. "Campania" from Rotterdam August 13th (G. No. 946) were composed as follows:

3	Germans
231	Russians
129	Austrians
44	Hungarians
18	Italians
21	Roumanians
13	Bulgarians
3	Turks
1	American
463	

14217

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 25 Aug. 1910. Ansd.

14218 **Petitioner's Exhibit 1603.**

G. No. 959.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 25th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. 958)

14219

The Holland America Line write that ss. "Grosser Kurfürst" has been selected as opposition steamer against ss. "Campania," both steamers leaving New York September 1st. The Holland-Amerika Line have asked the Norddeutscher Lloyd to cable their New York office to fix the rate at $27, less $2, commission.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 27 Aug. 1910. Ansd.

14220

Defendants' Exhibit 372. 14221

G. No. 960.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 26th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 959.) 14222

S.S. "Uranium" left Rotterdam yesterday afternoon with 61 cabin passengers and 475 steeragers; of the latter 242 are booked for Halifax.

By a clerical error in G. 955, S.S. "Arabic" has been noted amongst the steamers sailing eastbound September 10th; the name of said steamer is to be struck for that date.

Respectfully.

14223

14224 **Defendants' Exhibit 373.**

G. No. 961.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 26th, 1910.

To the Parties:

Uranium SS. Co.

The Anchor Line send me the following excerpt form of a letter of their New York Office dated August 12th:

14225

> "*E. B. Rates:* Follow all you say on this subject. Now that our Continental rate is up to $35.00, we cannot expect much of this business. The s.s. 'Graf Waldersee' is to sail on the 18th. inst., rate $27.00. This rate, announced on August 9th, will naturally turn all the Continental business to this steamer, in fact it is getting so now that the Agents throughout the country know just exactly when to expect reduced rates. They watch the sailings of the Uranium S.S. Co., and know that there will be a reduced rate by one of the Conference Lines sailing the same week."

14226

The Anchor Line comment on this:

> "Are the Lines not simply playing into the hands of the agents & passengers by continuing the present mode of competition against 'Uranium Co.'"

What is said above seems obvious but facts apparently do not corroborate it throughout. Annexed is a statement week by week of the total carryings of Continental steeragers via Northern ports by all the Lines, except the Uranium S.S. Co., as far as the figures are within my reach.

Respectfully,

Defendants' Exhibit 373 14227

Annex to G. No. 961.

Total carryings of Continental steeragers via Northern Ports by all Lines except the Uranium S.S. Co.

1910 Week			
Jan'y	1- 8	1642	Uranium Steamer
"	9-15	1061	
"	16-22	1380	Ur. St.
"	23-29	1117	Ur. St.
"	30- 5/2	1248	
Feb'y	6-12	1324	2 Ur. St. 14228
"	13-19	902	
"	20-26	1482	
"	27- 5/3	2042	
Mar.	6-12	2627	2 Ur. St.
"	13-19	1793	Ur. St.
"	20-26	1879	
"	27- 2/4	2832	
April	3- 9	3465	Ur. St.
"	10-16	2299	
"	17-23	2958	Ur. St.
"	24-30	2170	Ur. St.
May	1- 7	3548	Ur. St.
"	8-14	2218	14229
"	15-21	3283	Ur. St.
"	22-28	1943	
"	29- 4/6	3658	
June	5-11	3653	Ur. St.
"	12-18	3036	
"	19-26	2762	Ur. St.
"	26- 2/7	2869	
July	3- 9	3963	Ur. St.
"	10-16	3513	
"	17-23	3401	Ur. St.
"	24-30	2490	

14230 **Defendants' Exhibit 374.**

G. No. 962

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 27th, 1910.

To the Parties:

14231 *Direct S. S. Line between Sweden and U. S.*

According to a report to the "Frankfurter Zeitung" by their Hamburg correspondent a committee has been constituted in Gothenburg for the establishment of a direct S. S. Line between Sweden and the United States.

Respectfully,

14232

Defendants' Exhibit 375. 14233

G. No. 963.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 27th, 1910.

To the Parties:

Thomas Line. (G. 956)

14234

I am informed that the steamer "Tortona" sailed from London on the 18th and from Southampton on the 20th instant for Portland with 198 III. class passengers.

Of this number 154 embarked in London and 44 in Southampton. The passengers who joined in London are said to be all Continentals; from Southampton there were 26 Continentals and 18 British. Besides the "Tortona" had from Southampton 23 first class passengers.

Respectfully,

14235

14236 **Petitioner's Exhibit 1604.**

G. No. 964.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 29th, 1910.

To the Parties:

Uranium S.S. Co. (G. No. 961)

14237

With regard to G. No. 959 I beg to inform the parties that the Holland America Line have asked the Norddeutscher Lloyd, to cable New York to reduce the rate of the fighting steamer "Grosser Kurfürst" from $27 less $2 commission to $24 less $2 commission.

Respectfully,

14238

Defendants' Exhibit 376. 14239

G. No. 965.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 29th, 1910.

To the Parties:

Cunard's Hungarian Deported Passengers (G. No. 944)

With reference to G. No. 923 & 944 I beg to communicate the following correspondence: 14240

1) Letter of the Cunard Line dated August 20th:

> "We have perused with interest your G. 944 on the subject of passengers carried by our steamers from New York to Fiume on Hungarian Government Orders at the rate of $10. We do not think we have anything to add to the very full explanation contained in our letter of the 25th July. For these passengers we only receive £2 for a voyage of 20 days, and if they were pooled, they would have to be pooled at a rate of £4. From a careful perusal of the statistics it seems that these Government Consular passengers were not included in the 1906/7 figures which were under review at the time the agreements were made. We believe the figures taken were Sandford's, and reference to these we believe will confirm our statement. The figures mentioned by the Hamburg-American Line are the ordinary passengers deported by the American Government." 14241

2) Letter of the Secretary to the Cunard Line, dated 23rd:

14242 *Defendants' Exhibit 376*

"I received your favor of 20th instant.

"You are quite right that the figures on which your percentage was based were those of the Sandford's statistics, which did not include the passengers 'returned' by the U. S. authorities. As the Hungarian Consular passengers do not belong to this category it seems to me that they were included in the basing figures. If you have still the passenger lists of 1907 you could easily ascertain it. I await your kindly reply."

14243 3) Letter of the Cunard Line dated August 25th:

"We beg to acknowledge the receipt of your letter of the 23rd August, on the subject of Consular and deported passengers in our Eastbound Adriatic Service, and can only confirm the statement made to you in ours of the 20th instant, that the figures advised to Mr. Sandford for the years 1906/7, which were under review when considering percentages, do not include Consular passengers. We had previous to writing you, made reference to our Schedules, and for your information now give you four random examples in each year, from

14244 which you will see that an approximate general statement may be made that the figures in Mr. Sandford's Transatlantic Movement Book do not include Consular or deported passengers."

From the random examples of the Cunard Line, of which the Annex is a copy, it seems to result that the Hungarian deported passengers were *not* included in the basing figures of 1906 and 1907, and under these circumstances it seems but fair, that they should not be included now.

Respectfully,

Defendants' Exhibit 376

Annex to G. No. 965, 29/8, 10.

1906.

Steamer	Date	Total on Board	Total per Lawson Sanford	Gross Total Non-Italians	Consular	Deported	Nett Total Non-Italians
Ultonia	March 20	195	176	93	18	1	74
Slavonia	May 22	255	218	143	35	3	105
Pannonia	July 17	327	296	131	24	4	103
Pannonia	Sept. 11	343	320	123	23	3	97
			1907				
Slavonia	April 11	295	272	123	14	13	96
Pannonia	June 20	458	428	196	37	1	158
Ultonia	July 25	518	493	106	18	7	81
Ultonia	Sept. 12	634	607	162	25	1	136

14248 **Petitioner's Exhibt 1605.**

G. No. 966.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, August 30th, 1910.

To the Parties:

14249 *Norwegian American Line (G. No. 702.)*

The "Frankfurter Zeitung" received yesterday the following telegram from their Hamburg correspondent:

> "In the constituting meeting of the Norwegian America Line it was communicated that of the whole subscribed capital of Kr. 275 Millions Kr. 1 1/2 Millions have been taken by Schichau in part payment of the S.S. 'Kaiser Friedrich,' which has been bought for Kr. 4,75 Millions. Kr. 900,000 have been subscribed in America; hence only Kr. 500.000 have been subscribed in Norway."

14250

The "Kaiser Friedrich" is a twin screw steamer of 12480 Tons Gross Register & 25000 H. P. and was built at the Shipbuilding Yard of Schichau, Danzig, in 1898.

Respectfully,

Defendants' Exhibit 377.

14251

G. No. 967.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 1st, 1910.

To the Parties:

Uranium S.S. Co. (G. No. 955.)

14252

I am informed that S.S. "Volturno" landed on the 30th instant about 450 passengers at Rotterdam instead of about 400 as previously reported. Included in the number are 27 Deported.

Respectfully,

Defendants' Exhibit 378.

G. No. 968.

ATLANTIC CONFERENCE.

14253

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 3rd, 1910.

To the Parties:

Uranium S.S. Co. (G. No. 967)

S.S. "Campania" left New York on the 1st instant with 425 steeragers.

Respectfully,

14254 **Defendants' Exhibit 379.**

G. No. 969.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 5th, 1910.

To the Parties:

14255 *Eastbound Deported & Charity Passengers from Canada (G. 957)*

With further reference to G. No. 942 I beg to communicate the following letters:

1) Letter of the American Line, Southampton, dated August 26th:

> "Referring to your circular Letter G. 957 of the 22nd instant respecting the accounting for Eastbound deported and charity passengers and asking for the opinion of the Lines respecting same, our views are in accordance with those set out in the letter addressed to you (see your
14256 circular G. 942) of August 12th on the 6th of August by the Canadian Lines."

2) Letter of the Hamburg Amerika Linie dated August 29th:

> "Reverting to circulars 942 & 957 we would say that in our opinion the passengers who are sent back at the request of the Canadian Government against payment of $15, are, strictly speaking, subject to pooling, and as the Holland-Amerika Line has already pointed out, such passengers have so far been duly ac-

counted for by the Canadian Joint Service of the Continental Lines.

"On the other hand it is to be admitted that this puts a hardship on some of the Lines, but we have in similar cases not applied to the pool in order not to disturb a sound principle, when only a few hundred pounds were involved. We have no idea what the passengers carried at the $15 fare by order of the Canadian Government amount to, and if it is really a serious item, then we would propose to have the matter noted for the Agenda of the next meeting. 14258

"Of course, the treatment must be uniform over all Lines."

3) Letter of Cunard Line dated September 1st:

"With regard to the questions raised in your G. No. 942 and 957, the point that occurs to us is whether or not such passengers were included in the figures upon which the percentages of the Lines in question were based. If they were actually included in the numbers, then our feeling is that there is no alternative but to account for them now to the Agreements, 14259 though we are quite prepared to fall in with the views of the majority of the Lines on the point."

4) Letter of the Anchor Line dated September 2nd:

"In regard to your G. Nos. 942, 957:

"Eastbound deported passengers and charity passengers.

14260 *Defendants' Exhibit 379*

"We do not care about entering into the merits of the questions raised by the above letters. The United States British Lines some time ago made their charity rate $25 & pooled the business. They also made a rate of 3/- per day for mere subsistence when necessary to grant passages under stringent circumstances, but in this case not to pool business.

"The whole matter is whether a $15 rate should be pooled. This rate leaves a profit and all business taken at a profit should be pooled, but we should agree with Lloyd not to insist

14261 now on this traffic (at $15), being pooled during the currency of the present A. A. Agreement."

Before the matter is further dealt with I would ask the Canadian Lines, whether the passengers in question were included in the Sandford's statistics, which were the basis of the percentages and further the number of such passengers in 1909.

Respectfully,

14262

Defendants' Exhibit 380. 14263

G. No. 970.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 5th, 1910

To the Parties:

Uranium S.S. Co. (G. No. 968) 14264

I beg to communicate the following New York cable of The Hamburg Amerika Linie:

> "Campania hence September first about four hundred steerage netrate about nineteen dollars also nine deports. Kurfürst September first sixteen hundred at twenty-four less two hundred seventy overbooked will be sent Kaiserin."

Respectfully,

14265

14266 **Petitioner's Exhibit 1606.**

G. No. 971.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 6th, 1910.

To the Parties:

14267 *Eastbound Agreement Royal Line (G. 949)*

Enclosed I beg to send printed copies of the Agreement on eastbound business with the "Royal Line," which in order to distinguish it from other Agreements has obtained the cipher C.C.

Respectfully,

14268

Defendants' Exhibit 381. 14269

G. No. 972.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 7th, 1910.

To the Parties:

Payments to the Scandinavian-American Line. 14270

I beg to request the parties to make the following payments to the Scandinavian-American Line for August in conformity with Form 41, No. 4:

N. D. L. V. Lines	£ 572.
Allan Line	" 62.
Anchor Line	" 49.
American Line	" 108.
Dominion Line	" 18.
White Star Line	" 194.
Cunard Line	" 189.
Canadian Pacific Ry. Co.	" 56.
	£1248

14271

Respectfully,

14272 **Defendants' Exhibit 382.**

G. No. 973.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 7th, 1910.

To the Parties:

14273 *Payments for August.*

In conformity with Form 30, No. 8, I beg to request the parties to make the following payments for August:

Allan Line to Anchor Line	£ 593.
Dominion Line to American Line	" 1046.
Dominion Line to White Star Line	" 2385.
Cunard Line to Continental Lines	" 8800.
Cunard Line to Anchor Line	" 9.
Cunard Line to White Star Line	" 978.
Cunard Line to Canadian Pacific Ry. Co.	" 112.
Cunard Line to Donaldson Line	" 100.
14274	£14023.

Respectfully,

Defendants' Exhibit 383. 14275

G. No. 974.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 7th, 1910.

To the Parties:

Payments with the Russian America Line.

According to Form 35, No. 8, the parties have to make the following payments for August: 14276

Russian America Line to Continental Lines	£3536.
Allan Line to Russian America Line	" 16.
Russian America Line to Anchor Line	" 175.
Russian American Line to American Line	" 303.
Russian America Line to Dominion Line	" 244.
Russian America Line to White Star Line	" 439.
Russian America Line to Cunard Line	" 719.
Canadian Pacific Ry. Co. to Russian America Line	" 52.

I beg to request the parties to effect the payments as follows:

Russian America Line to Continental Lines	£3536.
Russian America Line to Anchor Line	" 107.
Russian America Line to American Line	" 303.
Russian America Line to Dominion Line	" 244.
Russian America Line to White Star Line	" 439.
Russian America Line to Cunard Line	" 719.
Allan Line to Anchor Line	" 16.
Canadian Pacific Ry. Co. to Anchor Line	" 52.
	£5416.

14277

Respectfully.

14278 **Defendants' Exhibit 384.**

G. No. 975.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 8th, 1910.

To the Parties:

Cunards Non-Hungarian Passengers via Fiume.

When auditing the Cunard Line's passenger lists during my recent stay in Liverpool I solicited information from them, what passengers by their Fiume service they considered as Non-Hungarians to be accounted for under Appendix III to Agreement AA as far as they exceed 7%. I pursued the question by letter to the Cunard Line of August 1st reading:

14279

> "I beg to revert to the question of Non-Hungarian passengers which is in a rather unsatisfactory state, at least for me, since I do not know what is exactly meant by 'Non-Hungarian.' I find you are right in that respect, that the 7% were arrived at in this way, that of the total number of steeragers landed at New York by your Fiume service as per the statistics of nationalities there was deducted the number of those which appear in these statistics as Hungarians and the balance were considered as Non-Hungarians. The consequence, it seems to me, ought to be that in the ensuing years, the same method be employed. The figures are derived from official sources and could therefore be taken to be correct.
>
> "All other methods are more or less open to criticism. It has not become clear to me, in which way you ascertain the number of

14280

Defendants' Exhibit 384 14281

Non-Hungarians, nor which passengers you consider as such. I may be mistaken if I understood that you took as Non-Hungarians the steeragers embarking at Trieste. As I pointed already out, when in Liverpool, these numbers and those reported by you as Non-Hungarians do not agree.

"It is clear that 'Hungarians' cannot mean the race, or nationality which would be only those known under the name of 'Magyars,' and would exclude all the other nationalities living in Hungary such as Rumanians, Slovaks, Servians, Germans etc. It therefore can only mean either citizens of Hungary proper or all people residing in its boundaries. It seems to me reasonable that it must be taken in this latter sense. If memory serves me right one of the reasons why you could not enter the pool for your Fiume service was, that you were tied for business from Hungary by your contract with the Government and it was in consideration of this circumstance that it was thought right that you be not bound for that part of your business which falls under this contract, but that you might bind yourself for all other business say *f. i.* from Servia, Bosnia, Croatia, Dalmatia, Greece, etc. to which your contract does not apply. 14282 14283

"I should feel obliged if you would kindly let me know precisely what in your opinion is the correct interpretation of 'Non-Hungarians,' and I would then submit the matter to the A. C. Lines."

In reply I have the following letter from the Cunard Line of 3rd instant:

"With reference to your letter of the 1st August and our acknowledgment of the 6th.

14284 *Defendants' Exhibit 384*

with regard to the exact definition of the term 'non-Hungarian,' we may say that we have looked upon a passenger of Hungarian nationality as one owning political allegiance to Hungary. The numbers which we have accounted for as 'Hungarian' have come under the control of the Hungarian Government.

"A comparison of the figures which we have accounted to you this year with those taken from the nationality sheets show that there is very little difference between our
14285 methods and those of the Immigration Authorities at New York."

In comparing the figures of the Cunard Line for this year with those of the statistics of nationalities (having due regard to it, that the statistics of nationalities contain the figures of arrivals and the Cunard Line's figures contain the passengers departed from Europe in the same period) I arrived at the following result:

Up to June 30th:	Total passengers	Non-Hungarians
according to		
14286 a) Statistic of Nationalities	25947	1652
b) Cunard Line's reports	25818	1431
difference in favor of Statistic of Nationalities	+129	+221
Up to July 31st the Statistic of Nationalities show a plus against Cunard's reports of	16	276

I beg to leave it to the lines to decide whether the question of the Cunard Line's Non-Hungarians by their Fiume service should be further ventilated.

Respectfully,

Defendants' Exhibit 385.

14287

G. No. 976.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 9th, 1910.

To the Parties:

Uranium S.S. Co. (G. 977.)

The S.S. "Volturno" left Rotterdam yesterday afternoon with 729 steeragers of which 346 for Halifax, and 27 cabin passengers of which 3 for Halifax. 14288

Respectfully,

Petitioner's Exhibit 1607.

G. No. 977.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address: 14289
"Secretair," Jena.

Jena, September 9th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. 970)

The Holland-America Line have appointed S.S. "Russia" September 15th from Newyork opposition steamer against S.S. "Uranium" leaving Newyork the same day; the rate has been fixed at $27.— less $2.— commission.

Respectfully,

14290 **Petitioner's Exhibit 1608.**

G. No. 978.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, den 10 September 1910.

To the Parties:

Thomson Line. (G. No. 963.)

14291 With regard to the application of the Thomson Line for admittance into the Conference the Holland Amerika Line write:

> "Before we are able to answer the question as to whether it would be advisable to admit the Thomson Line into Conference, we should like to know the opinion of the British Lines, especially of those who are in favour of such an admission, for what reasons they consider it advisable to grant the Thomson Line's application. We should also like to be informed what the opinion of the British Lines is as to the probability of the Thomson Line's main-
> 14292 taining their passenger service. So far it does not seem to have been a very successful enterprise, in as much as from the date they started until August 31st they have only carried 1823 steerage passengers westbound and 492 eastbound. The British Lines, we expect, will be the best judges regarding the prospects of this Line and we should like to be guided by their judgment."

Will the B. L. please state their reasons for the information of the Continental Lines.

Respectfully,

Petitioner's Exhibit 1609. 14293

G. No. 979.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 12th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 977.) 14294

With reference to G. No. 977 I beg to inform the parties, that according to a cable which the Holland-America Line received from New York, the nett rate for S.S. "Uranium," September 15th, has been reduced to $22.— The Holland-America Line consequently have asked the Russian American Line to cable their New York office to reduce the rate for S.S. "Russia" September 15th, to $24 less $2 commission.

Respectfully,

14295

14296 **Petitioner's Exhibt 1610.**

G. No. 980.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 15th, 1910.

To the Parties:

14297 *Interval in Scandinavian American Line's sailings.*

I beg to submit the following letter from the Scandinavian American Line:

"Being just occupied with the compilation of our sailing schedule for 1911, which will not be issued before all doubtful points are removed, we call your attention to article No. 27 of the Scandinavian Agreement, which says:

"'IF EITHER PARTY IS COMPELLED BY VIS MAJOR TO DISCONTINUE ITS ENTIRE SERVICE OR EVEN ONLY ITS
14298 ENTIRE STEERAGE SERVICE FOR LONGER THAN FOUR WEEKS AFTER ITS LAST SAILING (THE DAY OF THIS SAILING INCLUDED) THIS CONTRACT IS SUSPENDED FROM THE DAY OF SUCH LAST SAILING, BUT BECOMES AGAIN OPERATIVE IMMEDIATELY UPON THE RESUMPTION OF THE SUSPENDED SERVICE OR EVEN ONLY OF THE STEERAGE SERVICE. *THIS CLAUSE WILL NOT APPLY TO THE USUAL INTERVAL IN*

Petitioner's Exhibit 1610 14299

THE S. A. L. SAILING IN DECEMBER AND JAN.'

"When the Scandinavian Agreement was signed, it was mutually understood, that this article should apply to Eastbound traffic as well, although it is not specially pointed out in the Eastbound agreement. Before going to action with the printing of our new sailings, we should like to have this item quite clear, so that no objections arise afterwards."

I think it goes without saying that the last sentence 14300
of the clause cited by the Scandinavian American Line must apply eastbound to the corresponding interval of sailings as well. Should the parties be of different opinion I shall be glad to be advised of it until 22nd instant.

Respectfully,

14301

14302 **Defendants' Exhibit 386.**

G. No. 981.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 15th, 1910.

To the Parties:

14303 *Cunard Line's deported Hungarians via Fiume.*
(G. No. 965.)

In connection with the conclusion drawn at the end of circular letter G. 965 it has been proposed by the Hamburg American Line that the following resolution be passed at the next meeting:

> "Agreed that the Hungarian passengers carried on Hungarian Government orders at the rate of $10.— need not be pooled by the Cunard Line (Adriatic service), up to 500 per year as foreseen in the contract between the Hungarian Government and the Cunard Line."

14304 I shall place the matter on the Agenda.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Sep. 1910. Ansd.

Pettioner's Exhibit 1611. 14305

G. No. 982.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 15th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. 979.) 14306

The Holland Amerika Line communicate that according to a cable received from New York the nett rate for S.S. "Uranium" September 15th has been further reduced to $20.— and that they consequently have asked the Russian America Line to cable their New York office to further reduce the rate for S.S. "Russia" September 15th to $22 less $2.— commission.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 17 Sep. 1910. Ansd. 14307

14308 **Petitioner's Exhibit 1612.**

G. No. 983.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 16th, 1910.

To the Parties:

14309 *Uranium S.S. Co. Ltd. (G. 982.)*

The "Campania" which left New York on the 1st instant arrived at Rotterdam on the 13th where she landed 400 passengers including 27 deported passengers.

According to the Holland-America Line the name of the above steamer has now been changed to "Campanello."

Respectfully,

14310

Defendants' Exhibit 387. 14311

G. No. 984.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 17th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 983.) 14312

The Hamburg Amerika Linie received following New York cable:

> " 'Uranium' hence September fifteenth about five hundred fifty steeragers net rate about eighteen dollars also fourteen deported 'Russia' twelve hundred seventy-eight at twenty-two less two."

Respectfully,

14313

14314 **Petitioner's Exhibit 1613.**

G. No. 985.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 19th, 1910.

To the Parties:

14315 *Second Class Rates.*

Messrs. Ismay, Imrie & Co. write on 16th instant:

> "In view of the recent advance effected in the Third Class rates and also the comparatively small difference now existing between the Third and Second Class rates, we suggest that the latter be advanced for all steamers by say £1, from the 1st October next. If this proposal does not meet with the approval of the Lines, we would then suggest that during next year from April 1st to October 31st, the minimum rates be increased by say £1."

14316 Will the parties please let me have their views to the above proposals.

Messrs. Ismay, Imrie & Co. ask me that if the assent of all the Lines to one or other of the aforementioned proposals is not obtained by correspondence, to have the matter entered on the agenda of the next meeting.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 21 Sep. 1910. Ansd.

Defendants' Exhibit 388. 14317

G. No. 986.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 20th, 1910.

To the Parties:

Compensation for fighting rates S.S. "Newyork," May 21st, "Celtic," May 21st, S.S. "George Washington," June 9th. (G. No. 917.)

The following bills for passengers carried at fighting rates have been submitted by: 14318

1) American Line:

"To amount of compensation due to S.S. New York sailed from 'New York' May 21st, for passengers booked at competition rates, viz:

Adults	Children	Infants		
355	31	22	= 370½ adults at $6.—	$2223.—
293	21	9	= 303½ " at $3.—	$ 910.50
648	52	31	= 674	$3133.50"

14319

2) White Star Line:

"Compensation due to the S.S. 'Celtic' voy 99 East from New York May 21st in competition with the North West Transport Cos S.S. 'Volturno' May 21st

Ad.	Ch.	Inf.		
10	1	0	@$27 rate=@$3.—	= $ 31.50
25	2	1	@$24 rate=@$6.—	= $156.—
35	3	1		$187.50"

14320 *Defendants' Exhibit 388*

Note: These passengers were transferred from the American Line S.S. "New York" May 21st.

For both steamers I beg to refer to G. 839 & 849.

3) Norddeutscher Lloyd:

"Note of compensation for opposition s.s. George Washington, June 9th off Newyork (vide G. 873).

173/1 28/2 15/0 at a rate of $24.—
Compensation for 187 @ $6.— = $1122.—
639/1 113/2 40/0 at a rate of $27.—
14321 Compensation for 695½ @ $3.— = $2086.50

812/1 141/2 55/0 $3208.50

The bills of all three steamers having been verified by me, I beg to request to make the following payments:

By		American L.	To White Star L.	Nordd. Lloyd
Anchor Line	3.59%	$ 112.49	$ 6.73	$ 115.18
Cunard Line	13.83%	433.36	25.93	443.74
Hapag	11.53%	361.29	21.62	369.94
14322 Nasm	5.58%	174.85	10.46	179.03
Lloyd	16.99%	532.38	31.86	545.12
Red Star Line	7.84%	245.67	14.70	251.55
White Star Line	14.17%	444.02	26.57	454.64
American Line	7.98%	250.05	14.96	256.04
Dominion Line	1.37%	42.93	2.57	43.96
Canpac	4.10%	128.47	7.69	131.55
Transat	4.68%	146.65	8.77	150.16
Austro	1.76%	55.15	3.30	56.47
Rusamerika	2.83%	88.68	5.31	90.80
Scand. American Line	3.75%	117.51	7.03	120.32
	100.00	$3133.50	$187.50	$3208.50

Respectfully,

H. PETERS.

Petitioner's Exhibit 1614. 14323

G. No. 987.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 21st, 1910.

To the Parties:

Royal Line. (G. 971.) 14324

With reference to the agreement with the Royal Line I should like to be instructed whether in the opinion of the parties the Royal Line is to receive a copy of all A. C. circular letters which would include the circulars bearing on the measures against the Uranium S.S. Co. and circular letters regarding westbound business though the Royal Line is only within the limits of Agreement DD interested in it. So far I have only sent them such circulars which relate to the working of the Agreements between the Royal Line and the A. C. Lines. I should like to know whether in the A. C. Lines' opinion this method is correct and whether it may be adhered to. 14325

Respectfully,

14326 **Petitioner's Exhibit 1615.**

G. No. 988.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 22nd, 1910.

To the Parties:

Norwegian American Line. (G. No. 966.)

With regard to the telegram of the "Frankfurter Zeitung," communicated in G. No. 966, concerning
14327 the purchase of the steamer "Kaiser Friedrich," I beg to communicate the following information contained in the "Shipping Gazette" of September 20th:

"(From a correspondent)

"It is reported that the Norwegian American Line will not now complete the purchase of the steamer Kaiser Friedrich. The increasing public opinion against the acquisition of this vessel seems to have altered the decision of the directors of the new company, and funds will now be subscribed to enable them to dispense with the German capital, which would have
14328 followed if the boat were taken over. In the near future a decision will be arrived at as to whether the company will purchase suitable steamers, or call for tenders for the building of new boats. The interest in the establishment of a national route between Norway and North America is increasing."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Sep. 1910. Ansd.

Defendants' Exhibit 389. 14329

G. No. 989.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 22nd, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. 955.)

The eastbound departures for October will be as follows:

Saturday	October	1st	Kais. Auguste Victoria, Vaderland, St. Louis, Baltic, Caronia, California, Floride, Chicago. 14330
Tuesday	"	4th	Nieuw Amsterdam, Kais. Wilhelm II.
Wednesday	"	5th	Pennsylvania, Oceanic, Campania.
Thursday	"	6th	Gr. Kurfürst, La Provence.
Saturday	"	8th	Deutschland, Lapland, Newyork, Celtic, Furnessia.
Tuesday	"	11th	Noordam, Kaiser Wilhelm der Grosse.
Wednesday	"	12th	Bluecher, Majestic, Mauretania.
Thursday	"	13th	Prinz Friedrich Wilhelm, La Savoie.
Saturday	"	15th	Birma, Kroonland, St. Paul, Cedric, Carmania, Columbia, Caroline, La Gascogne.
Tuesday	"	18th	Rotterdam, Kronprinzessin Cecilie.
Wednesday	"	19th	Pres. Lincoln, Adriatic, Lusitania.
Thursday	"	20th	George Washington, La Lorraine. 14331
Saturday	"	22nd	Amerika, Finland, Philadelphia, Arabic, Calendonia.
Tuesday	"	25th	Ryndam, Kronprinz Wilhelm.
Wednesday	"	26th	Pres. Grant, Teutonic, Campania.
Thursday	"	27th	Barbarossa, La Touraine.
Saturday	"	29th	Cincinati, Russian American L. steamer, Vaderland, St. Louis, Baltic, Californie, Niagara, Chicago.

Will the Lines please send me copy of their itinerary latest edition.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 24 Sep. 1910. Ansd.

14382 **Defendants' Exhibit 390.**

G. No. 990.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 23rd, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 989.)

14333

Eastbound

The Holland-America Line give notice that they have appointed as fighting steamer against ss. "Volturno," September 29th, ss. "Lituania" leaving New York the same day. They further have asked the Russian American Line to cable their New York office to fix the rate at $27.— with $2 commission.

Westbound

The ss. "Campanello" (Campania) left Rotterdam yesterday afternoon, with 40 cabin passengers and 710 steeragers of which 318 for Halifax.

14334

Respectfully,

Petitioner's Exhibit 1616. 14835

G. No. 991.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1910.

To the Parties:

Scandinavian American Line. (G. No. 980.) 14336

No objection having been raised against the proposition of the Scandinavian American Line to have the interval in their westbound sailings apply also for the corresponding period eastbound I beg to propose to pass the following resolution:

> "Minute 156. Agreed that the last sentence of Art. 27 of the Scandinavian Agreement of March 3rd 1910 viz:
>
> "This clause does not apply to the usual interval in the Scandinavian American Line sailings in December and January"
>
> 14337
>
> shall apply in the same sense to the Agreement between the Scandinavian American Line and the Atlantic Conference for the corresponding interval eastbound."

Any objections to the wording I shall appreciate to receive until October 1st.

Respectfully,

14338 **Defendants' Exhibit 391.**

G. No. 992.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1910.

To the Parties:

14339 *Thomson Line. (G. 936.)*

For the information of the Lines the White Star Line send the following copy of communication of 20th instant, from their Southampton office:

"The 'Cairnrona' arrived here early yesterday morning and has taken in some cargo and sailed today for Montreal.

"We understand, though we are not certain of the numbers as the Company's representatives here decline to give us the information, that she has about 13 First, 30 Second and 320 Third Class passengers, of whom about 11
14340 First, 27 Second and 65 Thirds have embarked here most of them coming by train from London."

Respectfully,

Defendants' Exhibit 392. 14341

G. No. 993.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1910.

To the Parties:

Uranium S.S. Co. (990.) 14342

The steeragers of the ss. "Volturno," which left Rotterdam on the 8th instant, were composed as follows:

1	German
438	Russians
82	Austrians
65	Hungarians
47	Italians
26	Turks
17	Roumanians
1	Servian
51	Bulgarians 14343
1	American
729	Total:

14344 **Petitioner's Exhibit 1617.**

G. No. 994.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 24th, 1910.

To the Parties:

14345 *Compensation fighting steamer "Graf Waldersee" Aug. 18th. (G. No. 986.)*

The Hamburg America Line submit the following Bill for passengers carried at fighting rates by S.S. "Graf Walderesee" Aug. 18th, 1910 from New York. (G. 955, 950, 946, 941)

Regular rate $35.—
347/1, 69/2, at $27.— fighting rate equal to
$3.— compensation rate = total $1144.50
1013/1, 108/2 at $24.— fighting rate equal
to $6.— compensation rate = total $6402.—

14346 Grand total $7546.50

The passenger list has been verified and found in accordance with the above statements.

In the amount the parties participate as follows:

Petitioner's Exhibit 1617 14347

By		To Hamburg American Line
Anchor Line	3.59%	$ 270.92
Cunard Line	13.83%	1043.68
Hapag	11.53%	870.11
Nasm	5.58%	421.09
Lloyd	16.99%	1282.15
Red Star Line	7.84%	591.64
White Star Line	14.17%	1069.34
American Line	7.98%	602.21
Dominion Line	1.37%	103.39
Canpac	4.10%	309.41
Transat	4.68%	353.18
Austro	1.76%	132.82
Rusamerika	2.83%	213.57
Scand. American L.	3.75%	282.99
	100.00	$7546.50

14348

Will the parties please pay the above amounts to the Hamburg American Line.

Respectfully,

14349

14350 **Petitioner's Exhibit 1618.**

G. No. 995.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 26th, 1910.

To the Parties:

14351 *Uranium S.S. Co. Ltd. (G. 993.)*

With reference to the information given in circular letter G. No. 990, regarding the rate of the ss. "Lituania," the Holland-America Line inform me on 24th inst. that they received telegraphic news from their New York office according to which the net rate for ss. "Volturno," September 29th from New York, has been reduced to $22, in consequence of which the Holland-America Line have asked the Russian American Line to cable their New York office to reduce the rates for ss. "Lituania" to $24 to Rotterdam and $31 to Libau, both with $2 commission.

Respectfully,

14352

Petitioner's Exhibit 1619. 14353

G. No. 996.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 27th, 1910.

To the Parties:

Second Class Rates. (G. No. 985.) 14354

Annexed hereto I beg to communicate the replies of the Lines which so far have expressed their views with regard to the proposals of Messrs. Ismay, Imrie & Co. contained in G. No. 985. As the assent to it of all the Lines is not obtained, I shall put the matter on the Agenda of the next meeting as requested.

Respectfully,

14355

14356 **Petitioner's Exhibit 1620.**

Annex to G. 996.27/9. 1910.

1) Letter of the Allan Line, dated 21st inst.

"We have your circular of 19th instant, G. No. 985, embodying a letter from Messrs. Imsay, Imrie & Co., in which they propose on advance of £1 in Second Cabin rates as from the 1st of October, or, alternatively, from 1st April next until 31st October.

"We do not favour an advance in Second Cabin rates, as after the beginning of October there will be ample room in the Second Cabin
14357 of our steamers, and we consider the present rates are sufficiently high.

"As to Messrs. Ismay, Imrie & Co.'s other proposal to make the advance operative from 1st April next until the 31st of October, in our opinion this is a matter that should be left over until it is decided whether or not the present Agreement, which expires at the end of February, is to be renewed. We have no objection, however, to the question being placed on the Agenda of the next Meeting."

2) Letter of the Anchor Line, dated 21st inst.

14358 "We fear that the proposal to add 20/— to present second class fares would not be feasible at the present time. At all events we consider that matter should receive full consideration from all the British Lines and we are therefore proposing that at next Conference meeting in Liverpool, the subject be fully discussed."

3) Letter of the C. P. R., dated 23rd inst.

"Replying to your G. 985 of the 19th instant in regard to the proposed advance in

Petitioner's Exhibit 1620 **14359**

second class fares—I think this is one which cannot be decided without an all round discussion and suggest that it be placed on the Agenda at the next meeting."

4) Letter of the Donaldson Line, dated 21st inst.

"We have your letter of the 19th inst. G. No. 985 regarding proposed advance in 2nd class rate, but we do not think at this period of the year that any advance can be made on these rate. We are quite agreeable however that the matter be placed on the Agenda for the next meeting." **14360**

5) Letter of the Hamburg-Amerika Line, dated 20th inst.

"The White Star Line's proposal to advance the second class rates for all steamers by £1.—/— from the 1st of October seems to us in view of the present not very flourishing times a most desirable and practicable means to increase the revenue of the Lines. We would agree to this proposal."

6) Letter of the Holland-Amerika Linie, dated 20th inst. **14361**

"We are agreeable to an all-round advance of second class rates by £1 as proposed by the White Star Line."

7) Letter of the Norddeutscher Lloyd, dated 21st inst.

"In reply to circular G. No. 985 we beg to say that we fully share the views of Messrs. Ismay, Imrie & Co. as to the advisability of an all-round advance of second class rates, and that we agree with their proposal on the con-

14362 *Petitioner's Exhibit 1620*

dition that the advance be uniformly applied to all steamers and to all ports. We would also suggest to increase the existing first class minimum rates by a corresponding amount in order to maintain adequate differentials between first and second class."

8) Letter of the Red Star Line, dated 20th inst.

"We agree to the proposals of Messrs. Ismay, Imrie & Co. to advance the second class rates for all steamers by £1 from 1st October next or that during next year from April 1st
14363 to October 31st the minimum rates be increased by £1.-/-."

9) Letter of the Cie. Gle. Transatlantique, dated September 26th:

"Nous sommes tout disposés à hausser de £1 tous nos minima en seconde classe, à la condition, bien entendu, que tous les autres navires, y compris ceux de l'Allan Line départ du Havre (newer and old steamers), soient augmentés d'un montant égal."

10) Reply of the Cunard Line to Secretary Smyth:

14364 "We are quite in sympathy with idea of increasing revenue but to our mind it is difficult to advance 2nd class rates further without affecting the first class."

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Oct. 1910. Ansd.

Defendants' Exhibit 393. 14365

G. No. 997.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 27th, 1910.

To the Parties:

Eastbound Deported—and Charity Passengers from Canada. (G. 969.)

With regard to circular letter G. No. 969 I beg to submit the following joint letter: 14366

Liverpool, Sep. 22nd '10.

Mr. H. Peters,
Secretary,
Atlantic Conference, Jena.

Dear Sir,

Re Eastbound Government Deported Charity Passengers.

With reference to your letter No. G. 969, in reply we have to place on record that during 1906 & 1907 there were no Government Deported Charity passengers, consequently there were none included in the statistics which were the basis of the percentages. 14367 Up to May 1907 the Canadian Immigration Act only empowered the Government to deport passengers who had been in Canada for a less period than 12 months, but in May 1907 the Immigration Act was amended and the Government obtained authority to deport within two years. They, however, did not put this power into operation until the Autumn of 1908, when the Canadian Government came to an understanding with the Steamship Cos that if they made an Order on the Steamship Co for the deportation of an emigrant who had been resident in Canada more than

14368 *Defendants' Exhibit 393*

one year and under two years they would pay the Steamship Co. a Charity rate of $15 to cover the expenses of the deportation to the Steamship Co.

The deportation of such emigrants practically commenced in 1909 and during that year the numbers carried were as follows:

Allan Line	83
C. P. R.	32
Dominion Line	113

14369 We trust these particulars will be accepted as satisfactory by the Lines as we feel that these Government "Charity" Deports which, as already pointed out the Lines are compelled to carry whether the Government allow a Charity rate or not, are strictly "Bondable" passengers and therefore free from the Pool.

Yours truly,

ALLAN BROS. & Co. U. K. LIMITED,
signed p. F. S. Thompson.

CANADIAN PACIFIC RAILWAY, ATLANTIC LINES,
signed, H. S. Carmichael.

WHITE STAR-DOMINION LINE,
signed, J. Fleetwood.

14370 I shall be pleased to have the parties confirm that under the above circumstances they agree that the Canadian Government "Charity" Deports, for which the Lines do not receive more than $15 per adult, need not be pooled.

The Donaldson Line reply in the matter as follows under 8th instant:

> "We are in receipt of your circular letter of 5th inst., G. No. 969, and beg to state that deported passengers for which we received an allowance of $15 per adult from the Canadian Government were not included in our figures submitted for a percentage basis. The number we carried in the year 1909, for which we received this allowance was 16."
>
> Respectfully,

Petitioner's Exhibit 1621. 14371

G. No. 998.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 29th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. 995.) 14372

I beg to refer to G. No. 995.— The Holland America Line inform me that they have received telegraphic news from their New York office that the net rate for ss. "Volturno," Sept. 29th from New York, has been further reduced to $20. They have consequently asked the Russian American Line to cable their New York office to further reduce the rate for ss. "Lituania" to $22 to Rotterdam and $29 to Libau, both with $2 commission.

Respectfully,

P. S. ss. "Uranium" which left New York September 15th arrived at Rotterdam on the 27th where she landed 530 passengers, of which 27 were deported passengers. 14373

14374 **Defendants' Exhibit 394.**

G. No. 999.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, den 29 September, 1910.

To the Parties:

14375 *Uranium S. S. Co. (G. No. 998.)*

The 710 steeragers which left Rotterdam on the 22nd instant on the ss. "Campania" were composed according to their nationality as follows:

11 Germans
430 Russians
110 Austrians
62 Hungarians
1 Swiss
24 Italians
26 Turks
23 Roumanians
14376 22 Bulgarians
1 Servian

710

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 3 Oct. 1910. Ansd.

Petitioner's Exhibit 1622. 14377

G. No. 1000.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, September 30th, 1910.

To the Parties:

I beg to promulgate the following letter of Mr. J. Bruce Ismay of 28th instant:

"Prior to the next A. C. Meeting fixed for Thursday, November 24th, I desire to remind 14378
the Lines of the discussion which took place at the Paris Meeting in May last with regard to the position of the White Star-Dominion Canadian Service in connection with Agreement A. A.

"On that occasion, I placed before the meeting a cable from Mr. Hays, President of the Grand Trunk Railway, indicating the intention of that Railway to have a steamship connection in exactly the same position, or at any rate not further committed as regards the agreements, than the Atlantic services of their competitors, the C. P. R., and that unless the 14379
White Star-Dominion Canadian service, as the ocean connection of the Grand Trunk Railway, could take up such a position, the Grand Trunk would feel compelled to establish a Line of steamers of their own.

It was felt that a new Canadian service established by the Grand Trunk Railway would be most prejudicial to the interests of all, and should be guarded against if practicable, but nevertheless my proposal that the White Star-Dominion Line should be placed in the same

14380 *Petitioner's Exhibit 1622*

position as the C. P. R. and Allan Lines was not agreed to.

"In subsequent communications Mr. Hays has emphasized the very strong feeling of the Grand Trunk Railway in this matter, and their fixed intention to have their own Steamship Line unless his views are met.

"Since the Paris meeting negotiations have been brought to a successful issue with the Canadian Northern, whereby they have been admitted to a rate agreement for their west-
14381 bound 3rd Class business, entering the A. A. Agreement for their eastbound business only, although at the same time their representatives expressed their willingness to consider joining the A. A. Agreement westbound should the other Canadian Lines agree to do so. In these circumstances the Lines will no doubt appreciate that the White Star-Dominion Canadian Service cannot continue after next February in its present position, as the *only Canadian Line* subject to the A. A. Agreement for its westbound business. I am quite prepared to continue in the A. A. Agreement for this service if the other Canadian Lines also join, but if
11382 they are free then the White Star-Dominion Service must also be free, subject only to a rate agreement with the other Canadian Lines.

"As I am anxious all the Lines should know the position of the White Star-Dominion Line, kindly circulate this letter and place the matter on the Agenda for the meeting when I hope a solution of the question satisfactory to all may be arrived at."

As requested I shall place the subject on the Agenda of the November Meeting.

Respectfully,

H. PETERS,

p. Wp.

(Stamped): Received 3 Oct. 1910. Ansd.

Defendants' Exhibit 394.

14383

G. No. 1001.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. 999.)

The Hamburg Amerika Linie received following New York cable:

14384

"Volturno hence September twentyninth about fourhundred steerage netrate about eighteen dollars, also six deported Lituania September twentyninth thousandandninetyfour at twentytwo less two about fifty overbooked will be sent Kaiserin."

Respectfully,

Petitioner's Exhibit 1623.

G. No. 1002.

ATLANTIC CONFERENCE. 14385

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 1st, 1910.

To the Parties:

Second Class rates. (G. 996.)

For completion of circular letter G. No. 996 I beg to add annexed further replies with regard to the proposed advance in second class rates.

Respectfully,

14386 **Petitioner's Exhibit 1624.**

G. No. 1003.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 3rd, 1910.

To the Parties:

14387 *Scandinavian American Line. (G. No. 991.)*

In reply to G. 991 the White Star Line write:

"We quite agree with the purport of the proposed minute, but would suggest it to be altered to read:

"'*Minute 156.* Agreed that the last sentence of Art. 27, of the Scandinavian Agreement of March 3rd, 1910, viz:

'"This clause does not apply to the usual interval in the Scandinavian American Line sailings in December and January."

14388 shall apply also to the Agreement between the Scandinavian American Line and the Atlantic Conference for the corresponding interval in their eastbound sailings.'"

Having received no further comments I take it that the parties agree to the wording as proposed by the White Star Line and shall at the next opportunity get the minute printed so.

Respectfully,

H. PETERS.

Defendants' Exhibit 395. 14389

G. No. 1004.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 4th, 1910.

To the Parties:

Eastbound Deported—and Charity Passengers from Canada. (G. 997.) 14390

Annexed hereto I beg to submit the replies so far received with regard to G. No. 997.

If I do not receive any objection with regard to the following proposed minute within 14 days, I take it that the parties agree to it.

> "*Minute 157.* Agreed that the Canadian Government Deported Charity passengers for which the lines do not receive more than $15 per adult need not be pooled, provided those passengers travel eastbound by the same line as westbound."

14391

Respectfully,

Annex to G. 1004 4/10. 10.

(1) Letter of the Hamburg Amerika Linie dated Sept. 29th:

> "Upon cognisance of the joint letter of the Canadian Lines, according to which no Government Deported Charity passengers were in-

14392 *Defendants' Exhibit 395*

cluded in the basing figures we are agreeable that such Government 'Charity' Deports for which the Lines do not receive more than $15 per adult need not be pooled.

"This applies of course also to the Canadian service of the Continental Lines."

(2) Letter of the Norddeutscher Lloyd dated September 29th:

"We have taken due note of the Canadian Lines' statement in regard to passengers carried eastward upon the request of the Canadian
14393 Government at the reduced rate of $15 net, and if all other Lines are agreed that the passengers in question should be treated as Bondables, we do not intend to raise objections although, in principle, we do not agree with the Canadian Lines' interpretation of the Contract in this respect. Applying the full compensation rate to the above passengers would undoubtedly be a hardship upon the Lines being compelled to carry them, but as the rate of $15 does not merely cover the cost of subsistance but leaves a certain profit, a moderate rate of compensation would not appear unjustified; or
14394 if that course is not considered advisable, the number of such passengers a Line may carry free from compensation, might be limited."

(3) Letter of the Red Star Line dated September 29th:

"We agree that the Canadian Government 'Charity' Deported as per particulars given in G. 997 need not be pooled, provided they travel eastbound by the same line as westbound."

Defendants' Exhibit 396. 14395

G. No. 1005.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1910.

To the Parties:

Karlsberg, Spiro & Co.

I am requested to submit in annex 1 hereto a printed circular letter of Messrs Karlsberg, Spiro & Co., Libau, and in annex 2 a letter of the same firm. 14396

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 8—Oct. 1910. Ansd.

Annex 1 to G. 1005. 5/10.10.

Karlsberg, Spiro & Co. Libau.

Odessa, Datum des Poststempels,
Katarinenstr. 85, Ecke Malo-Arnautskaja
Haus Kottjarewski. 14397

Geehrter Herr!

In Anbetracht der in letzter Zeit stark bewegter Auswanderung speciell nach Amerika, und viele Reisende sich gewiss dieserhalb an Sie wenden, erlauben wir uns, Ihnen wiederholt unser Kontorfür Passagierbeförderung am hiesigen Platze in gefältige Erinnerung zu bringen.

Ausser bestester Verpflegung, guter und gewissenhafter Bedienung wie auch freundlichstes Entgegenkommen auf der ganzen Reise ist unser Augen-

merk stets darauf gerichtet die grösste Sorgfalt dafür zu verwenden, dass diejenigen Leute die sich uns anvertrauen, nicht zurückgeschickt werden sollen.

In Folge dem sind wir schon vorher alle *Eventuellitäten* bedacht, tragen ferner auch Sorge, wenn jemand das Unglück hat untervegs bis zum Schiff an den Augen krank zu werden, was sogar sehr häufig vorkommt in Libau ausgeheilt, und dann den anderen Leuten nachgeschickt wird, *was auf den anderen wegen nicht nur unmöglich, sondern gänzlich ausgeschlossen ist.*

14399 Auch wollen wir an dieser Stelle nicht unerwähnt lassen, dass wir von nun an ganz neue Dampfer in den Dienst gestellt haben, die der Neuzeit entsprechend aufs bequemste und vorzüglichste eingerichtet, elektrisch beleuchtet u. s. w. (Familien bekommen extra Abteilungen).

Dass den Leuten durch unsere Beförderung ausser allen Bequemlichkeiten gegenüber den anderen Kontoren um glücklich durchzukommen die grösste Sicherheit geboten wird, unterliegt keinem Zweifel, und ausser dem haben sie bei uns auch nicht das gefürchtete Bad, desgleichen auch keine Kleiderdämpfung, wodurch die Sachen wenn die Leute über Deutschland reisen, zum weit grössten Teil gänzlich verdorben wer-
14400 den.

Um einen Auslandspass zu erhatten, gebraucht man einen gewöhnlichen Pass and Ablassung von der Wolost nebst Bestätigung des örtlichen Pristaws und Issprownick, alsdann kostet derselbe ungefähr nur 18 Rbl.

Sie würden ferner noch ein weit *christliches* Werk tun, wenn sie alle Familien-Väter, die nach Amerika zu reisen beschossen haben, vor den auf dem Lande umherreisenden Wanderagenten die von Kolonie zu Kolonie unherziehen warnen möchten, dass sich die Leute mit diesen Sahurken unter keinen Umständen

Defendants' Exhibit 396

14401

einlassen sollen, indem sie von diesen Herren Schwindlern durch ihre süsse Wortmacherei und schönen Vorspiegelungen den Leuten goldene Berge versprechend, welches nur Lug und Trug ist, in einer ganz frechen Art und Weise betrogen werden, in den meisten Fällen zwischen 20 bis 30 Rbl. pro Person mehr berechnen, als der von den Gesellschaften festgesetzte Preis.

Diese Herren gehen von dem Standpunkte aus, dass die Dummen nicht alle werden, und in der Tat ist es dem auch wirklich so, denn diese Herren finden immer wieder ein neues Feld, wo sie ihr Unwesen in ungeschwächter Stärke mit gutem Erfolg betreiben.

14402

In der angenehmen Hoffnung, dass es Ihnen gelingen wird an Hand dieser Mitteilungen die Auswanderungslustige vor den umherfahrenden Schwindel-Agenten zu schützen wofür Ihnen die Leute dankbar bleiben werden, uns dadurch zahlreiche Zuweisungen machen, sichern wir Ihnen unseren Dank zu und zeichnen, Ihren werten Nochrichten entgegensehend mit.

Hochachtung

KARLSBERG, SPIRO & CO.

P. S. Alle Anfragen werden sofort prompt und gewissenhaft erledigt.

14403

Annex 2 to G. 1005. 5/10.10

Karlsberg Spiro & Co. Odessa.

Odessa, den 26. August, 1910.

Herrn Johann Bittermann
in Neusatz

Wie wir erfahren, haben Sie beschlossen nach Amerika zu Reisen und auch bereits ziemlich reisefer-

tig sein sollen, daher wollen wir Sie hierdurch nur darauf aufmerksam machen, jetzt in der Cholerazeit nicht über Deutschland oder Oesterreich durch *Bremen, Hamburg,* Rotterdam oder Antwerpen u. s. w. nach Amerika zu reisen, da Sie an der Grenze längere Zeit auf Ihre Kosten Karantäne halten müssen, ferner gebadet werden, die Kleider alle durch Dampf gelassen, wodurch sämttich Sachen als Kleider, Pelze, Betten etc. etc. *gänzlich verdorben werden,* was Sie sich ja auch selbst leicht denken Können.

Wenn Sie also Alles dieses vermeiden wollen und
14405 Ihre Sachen nicht dem Verderben aussetzen, schnell, gut, angenehm, bequem, und ungehindent nach Amerika zu kommen wünschen, denn bemühen Sie sich bitte gefälligst zu uns ins Kontor, wo Sie alle gewünschte Auskünfte zu Ihrem Besten unentgeldlich erhalten, ganz gleich ob Sie durch unsere Beförderung reisen oder nicht und geben Ihnen die Versicherung, dass Sie den Gang zu uns nie bereihen werden uns aber dankbar bleiben.

Wenn Sie nach Odessa kommen, lassen Sie sich auch nicht mit den Odessaer Strassenmakler ein, denn diese Leute sind noch weit gefährlicher als die auf dem Lande umherfahrende Schwindelagente, worüber Sie in dem beigeschlossenen Zirkular Weiteres
14406 gesagt finden, da die hiesigen Makler Ihnen auch noch die Taschen austeeren können, was in Odessa täglich vorkommt, daher gebrauchen Sie Vorsicht, wenn Sie nach hier kommen.

Aus oben angegebenen Gründen unterlassen Sie es nicht zu uns vorzukommen, denn es liegt lediglich in Ihrem eigenen Interesse, und begrüssen Sie in dieser Erwartung.

achtungsvollst!
per Karlsberg, Spiro & Co.
gez. F. SEFFZYK

Petitioner's Exhibit 1625. 14407

G. No. 1006.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 5th, 1910.

To the Parties:

Norwegian America Line. (G. No. 988.) 14408

The "Frankfurter Zeitung" received the following communication from their Christiania correspondent, dated 2nd instant:

> "Under the pressure of the sore feeling previously indicated against the resolutions of the organization meeting of this company, the management now states, that the negotiations with the firm of Schichau in Elbing in regard to the purchase of the S.S. 'Kaiser Friederich' have been definitely ended. This is said to be caused by the refusal of the firm to give the demanded guarantee for the performance of 14409
> the steamer. As Schichau therefore will not take the promised interest of 1 1/2 million marks, the realization of the Norwegian America Line has been moved into the distant future."

Respectfully,

14410 **Defendants' Exhibit 397.**

G. No. 1007.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, Den 7, Oktober, 1910.

To the Parties:

14411 *Payments account Atlantic Conference.*

In conformity with Statistic 30, No. 9 I beg to ask the parties to make the following payments for September:

Allan Line	to	Continental	Lines	£ 1762.—.—
Anchor Line	"	"	"	" 718.—.—
Dominion Line	"	"	"	" 1037.—.—
White Star Line	"	"	"	" 1864.—.—
" " "	"	American	Line	" 1625.—.—
" " "	"	Donaldson	Line	" 180.—.—
Cunard Line	"	Continental	Lines	" 4846.—.—
Canadian Pacific Ry. Co. to Continental Lines				" 1364.—.—

14412

£13396.—.—

Respectfully,

Defendants' Exhibit 398. 14413

G. No. 1008.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 7th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1001.) 14414

The s. s. "Uranium" left Rotterdam yesterday with 565 steeragers of which 226 for Halifax.

Respectfully,

P. S. The Holland America Line inform me that they have selected as opposition steamer against ss. "Campanello," October 13th. from New York, ss. "Prinz Friedrich Wilhelm," leaving New York the same day, and that they have asked the North German Lloyd to cable their New York office to fix the rate at $27 with $2 commission.

14415

14416 **Petitioner's Exhibit 1626.**

G. No. 1009.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 7th, 1910.

To the Parties:

New Greek Line.

The White Star Line send me for circulation the following letter from their friends in Newyork dated
14417 Sept. 27th, 1910:

> "We have to-day had a call from Messrs Whitlock & Simonds, attorneys, who state that they are organizing a company to run a new line of steamers from New York to Greece, and they are desirous of purchasing two passenger steamers of about 8000 to 10,000 tons and in the neighborhood of 16 K. speed, with some accommodation for cabin passengers, although the principal passenger space they will require will, of course, be for Third Class.
>
> "They advise us that they have been to several of the other Lines, including the North
> 14418 German Lloyd, who intimated that they would probably be willing to dispose of the 'Barbarossa,' the 'Koenigin Luise' or the 'Friedrich der Grosse,' and that the New York office were writing to Bremen to ascertain the terms.
>
> "May we ask you to kindly make enquiries of the other Lines of the I. M. M. Co. and see whether there is anything available which would probably comply with the requirements, and if so, name us a price."

Defendants' Exhibit 399 14419

The White Star Line request me to ask the Lines if it is agreed that it is undesirable to assist the formation of this new Line by offering them suitable passenger steamers. I shall be glad to get the views of the Lines in this point and submit the matter also to the Lines of the other Conferences.

Respectfully,

Defendants' Exhibit 399.

G. No. 1010.

ATLANTIC CONFERENCE. 14420

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 8th, 1910.

To the Parties:

Payments account Royal Line.

According to Statistic Form 45, No. 1 I beg to ask the Royal Line to make the following payments for September direct to the respective parties: 14421

To Continental Lines	£ 300.—.—
" Allan Line	" 33.—.—
" Anchor Line	" 26.—.—
" American Line	" 57.—.—
" Dominion Line	" 10.—.—
" White Star Line	" 102.—.—
" Cunard Line	" 99.—.—
" Canadian Pacific Ry. Co.	" 29.—.—
	£ 656.—.—

The amount to the Continental Lines the Royal Line will please remit to me.

Respectfully,

14422 **Defendants' Exhibit 400.**

G. N. 1011.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 8th, 1910.

To the Parties:

14423 *Payments account Russian East-Asiatic S. S. Co.*

In accordance with Statistic Form 35, No. 9 I have to request the Russian East-Asiatic S. S. Co. to make the following payments for September:

To Continental Lines	£ 4979.—.—
" Allan Line	" 393.—.—
" Anchor Line	" 381.—.—
" American Line	" 816.—.—
" Dominion Line	" 209.—.—
" White Star Line	" 1412.—.—
" Cunard Line	" 1482.—.—
" Canadian Pacific Ry. Co.	" 344.—.—
14424	£10016.—.—

Respectfully,

Defendants' Exhibit 401.

14425

No. 1012.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 8th, 1910.

To the Parties:

Payments account Scandinavian-American Line.

14426

In conformity with Statistic Form 41, No. 5 I beg to ask the Scandinavian-American Line to pay for September:

to Continental Lines	£ 52.—.—
" Allan Line	" 6.—.—
" Anchor Line	" 4.—.—
" American Line	" 9.—.—
" Dominion Line	" 1.—.—
" White Star Line	" 18.—.—
" Cunard Line	" 17.—.—
" Canadian Pacific Ry. Co.	" 5.—.—
	£112.—.—

14427

Respectfully,

14428 **Petitioner's Exhibit 1627.**

G. No. 1013.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 8th, 1910.

To the Parties:

14429 *Karlsberg, Spiro & Co. (G. No. 1005.)*

The Hamburg Amerika Linie write with regard to G. No. 1005:

> "The letters of the firm of Karlsberg, Spiro & Co. published in this circular contain in our opinion extremely unfavorable reflections on the Continental Conference Lines services, constitute a violation of Article 16 of the Contract. As Karlsberg, Spiro & Co. also represent the British Lines in view of Byelaw 4 we beg to inquire what punishment the British Lines suggest to impose on this firm."

14430 Respectfully,

Defendants' Exhibit 402. 14431

G. No. 1014.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October, 12th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 1008.) 14432

The 565 steeragers of ss. "Uranium" which left Rotterdam on the 6th instant were composed as follows:

4	Germans
316	Russians
73	Austrians
68	Hungarians
1	Swiss
30	Italians
16	Turks
5	Roumanians
52	Bulgarians
565	

14433

I beg to refer to G. No. 1008.

The Holland American Line have asked the N. D. Lloyd to reduce the fighting rate for ss. "Prinz Friedrich Wilhelm" to $23 with $2 commission, as the rate for ss. "Campanello" has been reduced to $21 net.

Respectfully,

14434 **Petitioner's Exhibit 1628.**

G. No. 1015.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 14th, 1910.

To the Parties:

Sale of steamers to competitors. (G. No. 1009.)

On the question the parties have expressed themselves as follows:

14435 1) Lloyd:

"We beg to own receipt of circular letter G. No. 1009 relating to an offer we had recently obtained for the purchase of some of our steamers.

"The question raised by the White Star Line is not a new one. The Lines will remember that it was very thoroughly discussed in connection with the sale to the Uranium S. S. Co. of the Navigazione steamer 'Campania' when all Lines were unanimously of the opinion that no Line was prevented by the Agreement from selling steamers to an outside party; that the

14436 passing of Conference steamers into the hands of outside Lines could only be effectively prevented if the Lines were to bind themselves not to sell any passenger steamers except for breaking up but that, of course, no Line could submit to such a far reaching restriction.

"The question was also touched in connection with the sale of tonnage to the contemplated new Norwegian Line, when it was proposed and agreed, but only in regard to this particular case, not to offer any steamers to the said Company. This also confirms that, in

14437

principle, the Lines are not prevented from selling steamers to outsiders.

"A restriction, such as the White Star Line seem to suggest, while it might cause serious inconveniences and losses to the individual Lines would, on the other hand, prove perfectly valueless for the protection of the joint interests, as there would be no difficulty whatever in obtaining suitable tonnage from other quarters, should the Conference Lines refuse to supply same."

2) Holland Amerika Linie:

14438

"The question referred to by White Star regarding the sale of steamers to competing Lines is a peculiar one. Generally spoken it would of course be a very desirable thing if by the simple agreement of the associated Lines not to sell any tonnage to competitors every attempt to establish a competing Line could be made impossible from the start. However, we are not in this fortunate position. If the Agreement Lines bind themselves in this respect, there will be the Italian Lines, for instance, in the American trade that would not be bound and besides them there are so to say an unlimited number of shipowners who would be willing to dispose of tonnage that might very suitably be arranged for the transportation of steerage passengers. This is fully illustrated by s. s. 'Campanello' of the Uranium Steamship Company, which was formerly s. s. 'British Empire,' a freight steamer built in 1902 and only subsequently fitted with steerage accommodation.

14439

"In our mind the idea of establishing a new Line has never been given up for lack of available tonnage. Even the Norwegian Line

14440 *Petitioner's Exhibit 1628*

which was being mentioned so frequently during the last couple of weeks has not given up its plans because the Schichau yard did not want to sell ss. 'Kaiser Friedrich,' but because they did not want to accept shares in payment of their steamer. It was capital that was lacking in Norway and not ships.

"Considering that the market for the sale of old passenger steamers is so very limited and further considering that, as stated above, the unwillingness to sell an old passenger
14441 steamer does not prevent the establishment of a new competing line, we do not see that any practical purpose is being served by an understanding under which a limited number of Lines bind themselves not to sell to certain other Lines."

3) Anchor Line:

"We consider that it would be highly undesirable for any of the Lines to assist any new competition by offering to supply steamers even if applied to."

4) Canadian Pacific Ry. Co.:

14442 "We are of the opinion that it would be a wrong principle for any of the Atlantic Conference Lines to render any assistance to the proposed Greek Line in the matter of supplying tonnage."

The Red Star Line are likewise of the opinion that no tonnage should be supplied to a new arising competition.

I beg to ask whether without prejudice to Agreement AA, Art. 18 it is understood that for the event of a new competition threatening from northern ports, the present case shall form no precedent in the question of supplying tonnage to a new competition.

Respectfully,

Defendants' Exhibit 403. 14443

G. No. 1016.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 14th, 1910.

To the Parties:

Byelaw 95. Cinematical entertainments. (G. 929.) 14444

The Red Star Line communicate the following offer of the "Deutsche-Vitascope Gesellschaft, Berlin" of the 10th inst:

> "We have quite often already taken cinematographical views for the German steamship Companies North German Lloyd and Hamburg America Line and should like very much to do the same on one of your great boats leaving Antwerp for New York."
>
> "Because any of our films for those lines has been of universal interest we inform you at the same time that any good cinematographic subjects can be sold all over the world." 14445
>
> "As equivalent we should like to ask you to let us have two free-first-class passages and one second cabin for our operator. Our managing directors are going personally at the trip and would like to leave early in November."

The Red Star Line say they have declined the offer.

Respectfully,

14446 **Defendants' Exhibit 404.**

G. No. 1017.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 15th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1008.)

14447

S. S. "Volturno" (G. 1008) landed at Rotterdam on the 12th instant 558 steeragers and 40 cabin passengers amongst the former were 11 deported passengers.

14448

Petitioner's Exhibit 1629. 14449

G. No. 1018.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 15th, 1910.

To the Parties:

Russian America Line. 14450

The Russian America Line write:
(Translation.)

> "Hereby we beg to ask you to inform us how it will be looked upon by the A. C. Lines for the event that we shall have to state for 1910, 25 eastbound departures as against 24 departures westbound.
>
> "As advised at that time our S. S. "Birma" suffered average in New York in December, 1909, in consequence of which the steamer had to be retained and could not sail until January 22nd with 3 passengers." 14451

With reference to Agreement BB, Art. 4 I beg to request the parties to let me have their views.

Respectfully,

14452 **Defendants' Exhibit 405.**

G. No. 1019.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 15th, 1910.

To the Parties:

14453 *Uranium S. S. Co. Ltd. (G. 1008.)*

S. S. "Campanello" left New York on October 13th with 400 passengers at a net rate of about $19.

S. S. "Prinz Friederich Wilhelm" sailed the same day with 1398 steeragers at $23 less $2.

Respectfully,

14454

Petitioner's Exhibit 1630.

G. No. 1020.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 18th, 1910.

To the Parties:

Compensation fighting steamers

SS. Celtic April 23d, Lapland May 21st, Main June 23d,
Barbarossa July 7th, Bremen July 21st, Pr. Friedrich Wilhelm August 4th, Brandenburg August 6th. (G. 994.)

I beg to submit the following bills for passengers carried at fighting rates which have been verified by me and found in accordance with the passenger lists of the respective steamers.

1) White Star Line:
Compensation due to
Celtic voy 96 east from Newyork April 23rd in competition with the North West Transport Co's steamer
SS. Campania April 23rd (G. 813)
398 adults 34 ch. = 415 adults @ $3 $1245.

2) Red Star Line:
Passengers transferred from fighting s/s "Newyork" 21/V/10.
(against s/s "Volturno" 21/V) to
s/s "Lapland" 21st May 1910 eastbound:
113/1 passengers at 24 $ ($22 net) (G. 844)
125/1 " " 27 $ ($25 net) (G. 839)
regular rate $35.
fighting rate " 24.
113/1 compensation " " 6. = $678.

	regular rate	$35.		
	fighting rate	" 27.		
125/1	compensation	" 3.	=	$375.
				$1053.

3) Norddeutscher Lloyd:

s. s. "Main," June 23rd from Newyork (G. 884)
carried 645/1, 53/2, 36/0 at a fighting rate of $27
Compensation for 671 1/2 @ $3. = $2014.50

s. s. "Barbarossa" July 7th from Newyork
carried 524/1, 57/2, 35/0 at a fighting rate of $27
" 306/1, 34/2, 26/0 at a fighting rate of $24
Compensation for 552½/1 @ $3 = $1657.50
" for 324/1 @ $6 = $1938. = $3595.50

s. s. "Bremen, July 21st from Newyork (G. 913. 916. 920.)
carried 402/1, 67/2, 36/0 at a fighting rate of $27
" 683/1, 79/2, 46/0 at a fighting rate of $24
Compensation for 435½/1 @ $3 = $1306.50
" for 722½/1 @ $6 = $4335. = $5641.50 $11251.50

s. s. "Prinz Friedrich Wilhelm" Aug. 4th from Newyork (G. 922. 932.)
carried 407/1, 54/2, 28/0 at a fighting rate of $27
" 904/1, 109/2, 71/0 at a fighting rate " $23
Compensation for 434/1 @ $3 = $1302.
" for 958½/1 @ $7 = $6709.50 = $8011.50

s. s. "Brandenburg" Aug. 6th from Newyork (G. 935)
carried 73/1, 6/2, 3/0 at a fighting rate of $27
" 294/1, 24/2, 16/0 at a fighting rate of $23
Compensation for 76/1 @ $3 = $ 228.
" " 306/1, @ $7 = $2142 = $2370. $10381.50

$21633.

Petitioner's Exhibit 1630

With regard to S. S. "Barbarossa" July 7th I beg to state that she had been appointed fighting steamer against SS. "Volturno" July 7th from New York at a rate of $27 which was reduced to $24 less $2 after the rate for the Volturno had been reduced to $25.

In the division of the above amounts the parties participate as follows:

By		To		
		White Star Line	Red Star Line	Nordd. Lloyd
Anchor Line	3.59%	$44.70	$37.80	$776.63
Cunard Line	13.83%	172.18	145.63	2991.84
Hapag	11.53%	143.55	121.41	2494.29
Nasm	5.58%	69.47	58.76	1207.12
Lloyd	16.99%	211.52	178.90	3675.45
Red Star Line	7.84%	97.61	82.56	1696.03
White Star Line	14.17%	176.42	149.21	3065.40
American Line	7.98%	99.35	84.03	1726.31
Dominion Line	1.37%	17.06	14.43	296.37
Canpac	4.10%	51.04	43.17	886.95
Transat	4.68%	58.27	49.28	1012.42
Austro	1.76%	21.91	18.53	380.74
Rusamerika	2.83%	35.23	29.80	612.21
Scand. America Line	3.75%	46.69	39.49	811.24
	100.00	$1245.	$1053.	$21633.

Will the parties please pay the above amounts to the Lines named.

Respectfully,

H. PETERS.

14464 **Defendants' Exhibit 406.**

G. No. 1021.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 18th, 1910.

To the Parties:

Compensation S. S. "Adriatic" February 12th.

14465

In connection with to-day's circular letter I beg to promulgate the following bill for the passengers carried at fighting rates of the White Star Line:

Compensation due to the "Adriatic" coy 36 east from Newyork February 12th in competition with the North West Transport Co's steamer SS. "Volturno" February 12th (G. 735)

182 adults 6 ch. = 185 adults @ $3. = $555.

The bill being verified I beg to divide the amounts as follows:

14466

By		To White Star Line
Anchor Line	3.74%	$20.76
Cunard Line	14.37%	79.76
Hapag	11.97%	66.43
Nasm	5.80%	32.19
Lloyd	17.64%	97.90
Red Star Line	8.14%	45.18
White Star Line	14.73%	81.75
American Line	8.29%	46.01
Dominion Line	1.44%	7.99
Canpac	4.26%	23.64

Defendants' Exhibit 406

14467

Transat	4.87%	27.03
Austro	1.82%	10.10
Rusamerika	2.93%	16.26
	100.00%	$555.

As the SS. Adriatic sailed before March 1st the Scandinavian American Line do not participate in this bill.

Will the parties please pay the amounts stated to the White Star Line.

Respectfully,

14468

14469

14470 **Defendants' Exhibit 407.**

G. No. 1022.

ATLANTIC CONFERENCE.

Secretary's Office .
Telegraph Address:
"Secretair," Jena.

Jena, October 18th, 1910.

To the Parties:

Supplying tonnage to new competition. (G. 1015.)

14471 Recent negotiations about not selling steamers to a contemplated new Greek Line having led to no result.

White Star Line now have wired:

> "As no unanimity consider ourselves free sell tonnage any new competition except so far as are tied by special arrangement regarding Norwegians."

I do not consider it beyond doubt, that the position taken by the Lines which held themselves free to sell steamers to opposition Lines is in accordance with Article 18*b* and an arbitrator might possibly decide
14472 to the contrary. So if the Lines want to be free in this respect they had better see that this article is amended. But would that be an improvement? What applies to selling would of course also apply to chartering.

Whilst Art. 18 stands as it is I can not imagine that any party acting contrary to it could be excused or justified by pleading that they cannot be refused what is allowed to any outsider. If a Line wants to participate in the benefits of an agreement, they must also partake in the restrictions which it imposes.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 24 Oct. 1910. Ansd.

Defendants' Exhibit 408. 14473

G. No. 1023.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 19th, 1910.

To the Parties:

Byelaw 22 14474

I beg to promulgate the following letter of the Canadian Pacific Ry. Co. of 17th instant:

> "Referring to your circular G. No. 994 of Sept. 24th, I see that you have included this Company for compensation payments to the Hamburg America Line for the voyage of the 'Graf Waldersee' August 17th from New York.
>
> "The arrangements for this were decided upon subsequent to the expiry of our 30 days notice of withdrawal from the compensation under the appointment of fighting steamers and I shall be glad if you will kindly therefore amend the adjustment so that this Company is not included." 14475

As requested I shall make up a new statement for the division of the compensations for the fighting steamer "Graf Waldersee" August 17th and for all others which have been appointed fighting steamers after the expiration of the Canadian Pacific Ry's notice in accordance with G. 876. In the meantime I beg to request to withhold the settlement of the compensation bills as per G. 1020 & 1021.

Respectfully,

14476 **Petitioner's Exhibit 1631.**

G. No. 1024.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 19th, 1910.

To the Parties:

Supplying tonnage to new competition. (G. No. 1022)

The Norddeutscher Lloyd write:

14477 "We beg to acknowledge receipt of circular G. No. 1015 *re* sale of steamers to the proposed new Greek Line. Direct traffic between Greece and the United States not being covered by the A. C. Agreement, it is obvious that the special case under discussion does not rightly concern the A. C. Conference. It has, however, a considerable indirect interest for the A. C. Lines in so far as a similar question has already come up, and may come up again at any time, in connection with direct competition from northern ports. From this point of view we appreciate that the motion of the White Star Line has afforded to the Lines an opportunity of expressing their opinion on the question of principle, whether or no the Lines should be subjected to any restrictions in regard to the sale of tonnage to outside competitors.

14478

"It is obvious that such a restriction would be a very heavy burden for the Lines submitting to it, and it would therefore only be justified if it were certain to have the desired effect. This effect, however, could only be assured if not only the A. C. Lines but also the Mediterranean Lines, the South American

14479

Lines and more or less all emigrant and passenger carrying Lines would bind themselves not to sell their steamers except for breaking up. But even in that case, as the Holland-American Line has correctly shown, a competing Line would have an opportunity for fitting a cargo steamer for the transportation of steeragers or for ordering new tonnage which, considering the present state of the shipbuilding industry, may be promptly obtained and at very convenient terms.

"A restriction merely covering *direct* sales to outsiders would, for obvious reasons, be of no value whatever, while a restriction considering all the forms and possibilities of indirect sales (with or without the knowledge of the selling company) would practically lead to the prohibition of the sale of tonnage except for breaking up. 14480

"The latter restriction would, however, prove so cumbersome that we suppose no Line would be willing to submit to it.

"Of course there may be cases when a resolution, not to sell tonnage to a competitor, might be carried through with success, *e. g.* if a competing Line should, for some reason or another, be in immediate want of tonnage. In such cases the Lines may, as heretofore, resolve from time to time not to sell steamers to such a Line; but as a general rule such a restriction would not only be extremely onerous but, at the same time, almost valueless. 14481

"We hold that such a restriction is *not* imposed by the Contract as it stands, and that, generally, each Line is at liberty to sell its steamers unconditionally and to whomsoever it likes. From the opinions expressed in cir-

14482 *Defendants' Exhibit 409*

cular G. No. 1015 it appears that this view is also shared by the other Lines, the only point of dispute practically being whether it would not be advisable, in this specific case, to make an exception from the general rule."

Respectfully,

Defendants' Exhibit 409.

14483 *G. No. 1025.*

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 21st, 1910.

To the Parties:

Amended Computation of payments for fighting steamers. (G. 1023)

14484 Reverting to G. 1023 I beg to state the percentages with which the parties have to contribute to the compensation payments after withdrawal of the Canadian Pacific Ry. Co. from Byelaw 22 on July 13th (G. 876) as follows:

Anchor Line	3.74%
Cunard Line	14.42%
Hapag	12.02%
Nasm	5.82%
Lloyd	17.72%
Red Star Line	8.18%
White Star Line	14.77%
American Line	8.32%

Defendants' Exhibit 409 14485

Dominion Line	1.43%
Transat	4.88%
Austro	1.84%
Rusamerika	2.95%
Scand. America L.	3.91%

The amounts to be divided are in accordance with G. 994.

S.S. "Graf Waldersee Aug. 18th	$ 7546.50
S.S. "Bremen" July 21st (G. 1020)	$ 5641.50
" "Pr. Fried. Wilhelm" August 4th "	$ 8011.50
" "Brandenburg" August 6th "	$ 2370.—
	$16023.00

14486

In these amounts participate the parties with the above percentages as follows:

By I.		*To* *Hamburg Amerika Linie*	*Nordd. Lloyd*
Anchor Line	3.74%	$ 282.24	$ 599.26
Cunard Line	14.42%	1088.20	2310.52
Hapag	12.02%	907.09	1925.96
Nasm	5.82%	439.21	932.54
Lloyd	17.72%	1337.24	2839.28
Red Star Line	8.18%	617.30	1310.68
White Star Line	14.77%	1114.62	2366.60
American Line	8.32%	627.87	1333.11
Dominion Line	1.43%	107.91	229.13
Transat	4.88%	368.27	781.92
Austro	1.84%	138.86	294.82
Rusamerika	2.95%	222.62	472.68
Scand. Americ. L.	3.91%	295.07	626.50
	100.00%	$7546.50	$16023.—

14487

Defendants' Exhibit 409

The steamers appointed before the expiration of Canadian Pacific Ry.'s notice are as per G. 1020.

S.S. "Celtic" April 23rd	$1245.—
S.S. "Lapland" May 21st	$1053.—
S.S. "Main" June 23rd	$2014.50
S.S. "Barbarossa" July 7th	$3595.50
	$5610.00

Under consideration of the compensation for S. S. "Adriatic" February 12th as per G. 1021 the amounts are to be divided as follows: $ 555.—

By II.		*To White Star L.*	*Red Star L.*	*Nordd. Lloyd*
Anchor Line	3.59%	$ 65.46	$ 37.80	$ 201.40
Cunard Line	13.83%	251.94	145.63	775.86
Hapag	11.53%	209.98	121.41	646.83
Nasm	5.58%	101.66	58.76	313.04
Lloyd	16.99%	309.42	178.90	953.14
Red Star Line	7.84%	142.79	82.56	439.82
White Star Line	14.17%	258.17	149.21	794.94
American Line	7.98%	145.36	84.03	447.68
Dominion Line	1.37%	25.05	14.43	76.86
Canpac	4.10%	74.68	43.17	230.01
Transat	4.68%	85.30	49.28	262.55
Austro	1.76%	32.01	18.53	98.74
Rusamerika	2.83%	51.49	29.80	158.76
Scand. American L.	3.75%	46.69	39.49	210.37
	100.00%	$1800.00	$1053.—	$5610.—

Defendants' Exhibit 409

To summarize the amounts under I & II I beg to request to make now the following payments:

By	*To* Hamburg-Americ. L.	White Star L.	Red Star L.	Nordd. Lloyd
Anchor Line	$ 282.24	$ 65.46	$ 37.80	$ 800.66
Cunard Line	1088.20	251.94	145.63	3086.38
Hapag	907.09	209.98	121.41	2572.79
Nasm	439.21	101.66	58.76	1245.58
Lloyd	1337.24	309.42	178.90	3792.42
Red Star Line	617.30	142.79	82.56	1750.50
White Star Line	1114.62	258.17	149.21	3161.54
American Line	627.87	145.36	84.03	1780.79
Dominion Line	107.91	25.05	14.43	305.99
Canpac	—	74.68	43.17	230.01
Transat	368.27	85.30	49.28	1044.47
Austro	138.86	32.01	18.53	393.56
Rusamerika	222.62	51.49	29.80	631.44
Scand. American Line	295.07	46.69	39.49	836.87
	$7546.50	$1800.—	$1053.—	$21633.00

From the amounts due to the Hamburg-American Line the parties will please deduct the payments they have already made in accordance with G. No. 994.

I beg to cancel hereby the payments requested in G. No. 1020/21.

Respectfully,

H. PETERS.
p. Rep.

Defendants' Exhibit 410.

G. No. 1026.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 21, 1910.

To the Parties:

Compensation fighting steamers SS. "Russia" Septebr. 15th. (G. 994.)

After auditing the steamer's passenger list I beg to submit the following bill for passengers carried at fighting rates by the Russian American Line S.S. "Russia" September 15th (G. 984):

To Rotterdam

25 ad.	2 ch. =	26	adults at	$27.—	Compensation	$3.— =	$ 78.—
493 "	73 " =	529½	" "	$24.—	"	$6.— =	$3177.—
466 "	47 " =	489½	" "	$22.—	"	$8.— =	$3916.—
To Libau							
6 ad.	— =	6	adults at	$34.—	"	$3.— =	$ 18.—
42 "	4 ch. =	44	" "	$31.—	"	$6.— =	$ 264.—
23 "	4 " =	25	" "	$29.—	"	$8.— =	$ 200.—
1055 ad.	130 ch. =	1140	adults				$7653.—

The division of the amount is as follows:

By		*To Russian American Line*
Anchor Line	3.74%	$ 286.22
Cunard Line	14.42%	1103.56
Hapag	12.02%	919.89

COPY BOUND

Nasm	5.82%	445.40
Lloyd	17.72%	1356.11
Red Star Line	8.18%	626.02
White Star Line	14.77%	1130.35
American Line	8.32%	636.73
Dominion Line	1.43%	109.44
Transat	4.88%	373.47
Austro	1.84%	140.82
Rusamerika	2.95%	225.76
Scandinavian Americ. L.	3.91%	299.23
	100.00%	$7653.

14498

I further beg to submit the following rectifications in the compensation bills of the Russian American Line:

		accounted for	rectified account	due by Russ. America L.
SS. "Estonia"	May 24th 1909 (G. 557)	$2017.70	$2004.70	$ 13.—
" "Russia"	June 6th " (G. 561)	$1655.—	$1117.—	$538.—
" "Lituania"	" 23rd " (G. 561)	$3030.—	$2752.50	$277.50
" "Birma"	Aug. 21st " (G. 624)	$2763.—	$2625.—	$138.—
		$9465.70	$8499.20	$966.50

14499

The amount of $966.50 is to be divided as follows:

To		*By Russian American Line*
Anchor Line	3.74%	$ 36.15
Cunard Line	14.37%	138.89
Hapag	11.75%	113.56
Nasm	5.80%	56.06
Lloyd	17.86%	172.62
Red Star Line	8.14%	78.67

UND CLOSE IN CENTER

14500 *Defendants' Exhibit 410*

White Star Line	14.73%	142.36
American Line	8.29%	80.12
Dominion Line	1.44%	13.92
Canpac	4.26%	41.17
Transat	4.87%	47.07
Austro	1.82%	17.59
Rusamerika	2.93%	28.32
	100.00%	$ 966.50

So there remain to be paid to the Russian American Line:

14501

By	*To Russian American Line*	
	Creditor	*Debitor*
Anchor Line	$ 250.07	
Cunard Line	964.67	
Hapag	806.33	
Nasm	389.34	
Lloyd	1183.49	
Red Star Line	547.35	
White Star Line	987.99	
American Line	556.61	
Dominion Line	95.52	
Canpac	to receive from Russ. Americ. Line	$41.17
14502 Transat	326.40	
Austro	123.23	
Rusamerika	197.44	
Scand. American Line	299.23	
	$6727.67	$41.17

Will the parties please pay the above amounts.

Respectfully,

H. PETERS, Mgr.

Defendants' Exhibit 411. 14503

G. No. 1027.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 21st, 1910.

To the Parties:

Uranium S. S. Co. Ltd. G. 999.

14504 S. S. Volturno sailed yesterday afternoon from Rotterdam with 567 steeragers of whom 277 for Halifax and 19 cabin passengers of whom 12 for Halifax.

Respectfully,

14505

14506 **Petitioner's Exhibit 1632.**

G. No. 1028.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 22th, 1910.

To the Parties:

Banque de Sofia—Dundoff.

14507 The Holland America Line write:

> "It transpires that nearly all of the Bulgarian passengers sailing by the Uranium Steamship Company are engaged by an agent named Ilia Dundoff at Sofia who is working under the auspices of the 'Banque de Sofia.'
>
> "We therefore beg to propose that both Dundoff and the 'Banque de Sofia' be disqualified by the Lines."

About a year ago the firm of Ilia Chr. Doundoff & Co. was established at Belgrade but had soon disappeared again.

14508 Will the Lines please say whether they agree to the proposed disqualifications.

Respectfully,

Defendants' Exhibit 412. 14509

G. No. 1029.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 22nd, 1910.

To the Parties:

Byelaw 95. Cinematical entertainments. (G. 1016.) 14510

The Holland America Line communicate that they have received a similar letter from the "Deutsche Vitascope Gesellschaft" as the Red Star Line, which they have also declined.

Respectfully,

14511

14512 **Defendants' Exhibit 413.**

G. No. 1030.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 24th, 1910.

To the Parties:

14513 *Thomson Line. (G. No. 992.)*

The Holland America Line write:

> "From London arrived here this morning about 250 passengers ex S.S. 'Cairnrona' of the Thomson Line. They were forwarded to destination by the Anglo Continental Reise-bureau. We take it that the British Lines represented by Anglo disapprove of this action and that they will take the matter up with their agency."

Will the B. L. please let me have their reply.

Respectfully,

14514

Defendants' Exhibit 414. 14515

G. No. 1031.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 24th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. 1027.)

Of the passengers which sailed by S.S. "Volturno" 14516
20th inst. from Rotterdam were

1	Dutch
8	Germans
228	Russians
104	Austrians
67	Hungarians
8	Belgians
1	French
41	Italians
3	Turks
5	Roumanians
100	Bulgarians
1	American 14517
567	

14518 **Defendants' Exhibit 415.**

G. No. 1032.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 24th, 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. 1019.)

The Holland America Line write:

14519 "Please note that we have selected as opposition steamer against S.S. 'Uranium' scheduled to sail October 27th from New York S.S. 'Barbarossa' leaving New York the same day, and that we have asked the North German Lloyd to cable their New York Office to fix the rate of $27.—with $2.—commission."

The eastbound departures for November are as follows:

Tuesday	November	1st	Kaiser Wilhelm II., Potsdam.
Wednesday	"	2nd	Oceanic, Caronia.
Thursday	"	3rd	Friedrich der Grosse, La Provence.
14520 Saturday	"	5th	Kaiserin Aug. Victoria, Celtic, Newyork, Furnessia.
Tuesday	"	8th	Kaiser Wilhelm d. Grosse, Nieuw Amsterdam.
Wednesday	"	9th	Lapland, Majestic, Mauretania.
Thursday	"	10th	Gr. Kurführt, La Savoie.
Saturday	"	12th	Pennsylvania, Lituania, Cedric, St. Paul Columbia, Floride, La Gascogne.
Tuesday	"	15th	Kronprinzessin Cecilie, Noordam.
Wednesday	"	16th	Samland, Adriatic, Lusitania.
Thursday	"	17th	Prinz Friedrich Wilhelm, La Lorraine.
Saturday	"	19th	Bluecher, Arabic, Philadelphia, Caledonia.
Tuesday	"	22nd	George Washington, Rotterdam.
Wednesday	"	23rd	Finland, Teutonic.
Thursday	"	24th	Roon, Amerika, La Touraine.
Saturday	"	26th	Birma, Baltic, St. Louis.
Tuesday	"	29th	California, Caroline, Chicago, Kronpr. Wilhelm, Ryndam.
Wednesday	"	30th	Kroonland, Oceanic, Mauretania.

Respectfully.

G. No. 1033.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 25th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. 1032.)

14522

The Holland America Line write:

"We beg to inform you that, the Uranium Steamship Company having reduced the rate for SS. 'Uranium,' October 27th from New York to $21 net, we have asked the North German Lloyd to reduce the fighting-rate for SS. 'Barbarossa' October 27th, from New York, to $23 with $2 commission."

Respectfully,

14523

14524 **Defendants' Exhibit 416.**

G. No. 1034.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 27th, 1910.

To the Parties:

14525 *Eastbound Deported-and Charity Passengers from Canada. (G. 1004.)*

I beg to inform the parties that no objections have been received with regard to the proposed Minute 157 in circular letter G. No. 1004. The minute will be printed at next opportunity.

Respectfully,

14526

Defendants' Exhibit 417. 14527

G. No. 1035.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, October 29th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 1033.)

14528

S.S. "Uranium" sailed on the 27th instant with 500 steeragers from New York.

S.S. "Campanello" arrived at Rotterdam on the 26th inst. where she landed 450 steeragers & 3 cabin passengers, of the steeragers were 37 deported passengers.

Respectfully,

P. S. The Hamburg Amerika Linie received following cable from New York:

"Uranium hence October twenty-seventh about five hundred netrate about eighteen Dollars also nineteen deported. Barbarossa October twenty-seventh fifteen hundred five at twenty-three less two." 14529

14530 **Defendants' Exhibit 418.**

G. No. 1036.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 1st, 1910.

To the Parties:

Russian American Line number of eastbound sailings.

14531 *(G. 1018.)*

The parties have to offer no objections if the Russian American Line under the circumstances as set forth in G. 1018 during 1910 effect eastbound one more sailing than provided for in Art. 4 of Agreement BB.

The proviso has been made that Art. 9 of Agreement BB must however be observed by the Russian American Line.

Respectfully,
H. PETERS, Mgr.

(Stamped): Ismay, Imrie & Co. Passenger Dept.
14532 Recd. 4 Nov. 1910. Ansd.

Petitioner's Exhibit 1634. 14533

G. No. 1037.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 3rd, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 1035.)

The Holland-America Line write on November 1st: 14534

"Please note that we have selected as opposition steamer against SS. 'Volturno,' scheduled to sail from New York November 10th SS. 'Grosser Kurfürst," leaving New York the same day and that we have asked the North German Lloyd to cable their New York office to fix the rate at $21.—less $2.—commission."

Respectfully,

14535

14536 **Defendants' Exhibit 419.**

G. No. 1038.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 3rd, 1910.

To the Parties:

14537 *Thomson Line. (G. No. 1030.)*

The Holland America Line write:

"We herewith beg to inform you that about 300 passengers ex SS. 'Tortona' of the Thomson Line have arrived here this morning from London by the Batavier Line. They have been forwarded to destination by the Anglo-Continentales Reisebureau.

"With reference to G. 1030 we shall be glad to hear whether the B. L. have taken the matter up with their agency."

Respectfully,

14538

Defendants' Exhibit 420. 14539

G. No. 1039.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 4th, 1910.

To the Parties:

Uranium S.S. Co. Ltd. (G. No. 1037.) 14540

S.S. "Campanello" sailed yesterday from Rotterdam with 375 steeragers of which 134 for Halifax and 33 cabin passengers of which 10 for Halifax.

Respectfully,

14541

14542 **Defendants' Exhibit 421.**

G. No. 1040.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 5th, 1910.

To the Parties:

Opposition steamer "Grosser Kurfürst Septbr. 1st.
14543 *(G. 970.)*

The Norddeutscher Lloyd write:

> "Messrs. Oelrichs & Co. of Newyork debit us with *$405* amount for board and lodging for 2 days for 270 steerage passengers overbooked for the above steamer and transferred to the S.S. 'Kaiserin Augusta Victoria,' sailed on the 3rd September, at a rate of $1.50 each.
>
> "This amount will of course to be borne by the Lines in accordance with Minutes 22 and 104 respectively and we kindly beg you to add it to our next compensation account."

14544 Under the circumstances I do not think that it will be objected to, if I add the amount of $405 to the compensation bill for the "Grosser Kurfürst."

Respectfully,

Defendants' Exhibit 422. 14545

G. No. 1041.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 5th, 1910.

To the Parties:

Thomson Line. (G. No. 1038.).

14546 The White Star Line received the following letter from their Southampton office under date 2nd instant:

> "The S.S. 'Cairnrona' (Thomson Line) which sailed hence last evening had in all 277 passengers.
>
> "We understand almost all the passengers were Third Class at £5 per adult."

Respectfully,

14547

14548 **Defendants' Exhibit 423.**

G. No. 1042.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 7th, 1910.

To the Parties:

Payments Account Atlantic Conference.

14549 In comformity with statistic Form 30 No. 10 the parties will please make the following payments for October:

Anchor Line	to Continental Lines	£1612.—.—
" "	" Allan Line	" 86.—.—
" "	" Donaldson Line	" 216.—.—
American Line	" Continental Lines	" 33.—.—
Dominion Line	" " "	" 2847.—.—
White Star Line	" " "	" 1859.—.—
Cunard Line	" " "	" 967.—.—
Canadian Pacific Ry. Co.	" " "	" 1004.—.—
		£8624.—.—

14550

Respectfully,

Defendants' Exhibit 424. 14551

G. No. 1043.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 8th, 1910.

To the Parties:

My physician insists, that my state of health is such, that I have to look to it seriously. I hope there will be no objection to my being absent for some time. Business here will be attended to in the usual way. 14552

Respectfully,

14553

14554 **Defendants' Exhibit 425.**

G. No. 1044.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1910.

To the Parties:

Payments account Royal Line.

14555

In conformity with statistic form 45, No. 2 the Royal Line will please make the following payments for October:

To Continental Lines	£206.—.—
" Allan Line	" 22.—.—
" Anchor Line	" 17.—.—
" American Line	" 39.—.—
" American Line	" 39.—.—
" Dominion Line	" 6.—.—
" White Star Line	" 69.—.—
" Cunard Line	" 68.—.—
" Canadian Pacific Ry Co.	" 21.—.—
	£448.—.—

14556

Respectfully,

Defendants' Exhibit 426. 14557

G. No. 1045.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1910.

To the Parties:

Payments account Scandinavian-American Line. 14558

In conformity with statistic form 41, No. 6 of October the parties will please remit to the Scandinavian-American Line the following amounts:

Continental Lines	£360.—.—
Allan Line	" 39.—.—
Anchor Line	" 31.—.—
American Line	" 68.—.—
Dominion Line	" 11.—.—
White Star Line	"122.—.—
Cunard Line	"118.—.—
Canadian Pacific Ry. Co.	" 35—.—
	£784.—.—

14559

Respectfully,

14560 **Defendants' Exhibit 427.**

G. No. 1046.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1910.

To the Parties:

14561 *Payments account Russian Eastasiatic S. S. Co.*

In accordance with statistic form 35, No. 10 for October the parties will please remit to the Russian American Line the following amounts:

Continental Lines	£1712.—.—
Allan Line	" 83.—.—
Anchor Line	" 114.—.—
American Line	" 233.—.—
Dominion Line	" 88.—.—
White Star Line	" 387.—.—
Cunard Line	" 452.—.—
Canadian Pacific Ry Co.	" 67.—.—
14562	£3136.—.—

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept.
Recd. 11 Nov., 1910. Ansd.

Petitioner's Exhibit 1635. 14563

G. No. 1047.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 9th, 1910

To the Parties:

A. C. Meeting. 14564

I beg to communicate that the following subjects are noted for the Agenda of the Meeting at London on the 24th instant:

1). Revisal of Byelaws (G. 862 Red Star Line).

2). Cunard Line's deported passengers (G. 981 Hapag).

3). Dominion Line's notice of withdrawal from Agreement AA westbound (G. 1000 Mr. Ismay).

4). Cunard Line's circular on minimal cabin rates (Hapag).

5). Advance in second-class rates (G. 996 White Star Line). 14565

6). Thomson Line (B. L.).

Will the parties please let me know what other subjects they wish to have placed on the Agenda.

Respectfully,

14566 **Defendants' Exhibit 428.**

G. No. 1048.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 10th, 1910.

To the Parties:

Uranium SS. Co. Ltd. (G. 1039).

14567 The steeragers which left Rotterdam on the SS. "Campanello" on 3rd instant were composed as follows:

5	Germans
204	Russians
74	Austrians
45	Hungarians
1	Briton
1	French
1	Belgian
20	Italians
7	Turks
11	Roumanians
6	Bulgarians
375	

14568

P. S. SS. "Uranium" arrived at Rotterdam on the 8th instant where she landed 541 steeragers and 27 cabin passengers.

Defendants' Exhibit 429. 14569

G. No. 1049.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 11th, 1910.

To the Parties:

Thomson Line (*G. No. 1041*). 14570

The White Star Line write:

"Referring to our advice of the 3rd inst. (G. No. 1041), respecting the numbers carried per ss. 'Cairnrona' from Southampton 1st instant, it appears the correct figures are:

First Class	5	
Second	11	
Third Class	228	(of which 22 were English)

Total 292 souls = 244 adults."

Respectfully, 14171

14572 **Petitioner's Exhibit 1636.**

G. No. 1050.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 12th, 1910.

To the Parties:

Banque de Sofia-Doundoff (G. No. 1028).

14573

The proposal of the Holland America Line to disdisqualify

Banque de Sofia, Sofia
Ilia Chr. Doundoff, Sofia

has been agreed to by all Lines. I therefore beg to request the parties to add the above firms to the list of disqualified agents and to inform their agents thereof. 20 copies of the respective circular the parties will please send me as usual for distribution amongst the Lines.

Respectfully,

14574

Defendants' Exhibit 430. 14575

G. No. 1051.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 12th, 1910.

To the Parties:

Uranium S.S. Co. (G. No. 1048). 14576

The Hamburg Amerika Linie received following New York cable:

> "Volturno hence November tenth about six hundred twenty steerage netrate about sixteen Dollars. Kurfürst November tenth seventeen hundred eighty-one at twenty-one less two. Fifteen hundred overbooked will be sent Penna (Pennsylvania)."

Respectfully,

14577

14578 **Petitioner's Exhibit 1637.**

G. No. 1052.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 14th, 1910.

To the Parties:

A. C. Meeting.

If I do not hear from the Parties to the contrary until November 17th here, I propose to invite the
14579 Scandinavian American Line and Royal Line to attend the Meeting at London on 24th instant.

The Russian American Line are informed that a meeting will be held on this date.

Respectfully,

Defendants' Exhibit 431.

G. No. 1053.

ATLANTIC CONFERENCE.

Secretary's Office,
14580 Telegraph Address:
"Secretair," Jena.

Jena, November 17th, 1910.

To the Parties:

I surely had not expected that the notification of my being prevented from attending to my duties for some time, would meet with the response which it has found. The Lines and a number of their gentlemen have expressed such kind sentiments towards me that I feel myself under the pleasant obligation to tender all of them my warmest thanks.

Respectfully,

Defendants' Exhibit 432. 14581

G. No. 1054.

ATLANTIC CONFERENCE.

Secretary's Office,
Telegraph Address:
"Secretair," Jena.

Jena, November 17th, 1910.

To the Parties:

Mr. Holst of the Scandinavian American Line would consider it a favour, when I would send him at earliest convenience the Westbound Passenger figures of the Lines, parties to their present Eastbound 14582
agreement for the period January 1st, 1910, up to the present, to enable him to see, how the position of the Scandinavian American Line is in this respect.

I intend to send him these figures on Monday provided no Line objects to it.

Respectfully,

14583

14584 **Defendants' Exhibit 433.**

G. No. 1055.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 17th, 1910.

To the Parties:

A. C. Meeting (G. No. 1052).

14585

I beg to request the Lines to let me know the names of the gentlemen by whom they will be represented at the forthcoming meeting. No objection being raised to G. 1052 I have also invited the Royal and Scandinavian American Lines, as well as the Russian American Line.

Respectfully,

14586

Defendants' Exhibit 434. 14587

G. No. 1056.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 18th, 1910.

To the Parties:

Uranium S. S. Co. Ltd. (G. No. 1051).

14588

The Holland America Line have selected ss. "Amerika," November 24th from New York, as opposition steamer against ss. "Campanello" leaving New York the same day. The rate for the ss. "Amerika" is fixed at $29 with $2 commission.

Respectfully,

P. S. S.S. "Uranium" sailed yesterday from Rotterdam with 490 steeragers of which 162 for Halifax; 26 cabin passengers of which 5 for Halifax.

14589

Petitioner's Exhibit 1638.

14590

G. No. 1057.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 18th, 1910.

To the Parties:

Agreement CC.

14591

I beg to promulgate the following Letter of the 16th inst. received today from the Royal Line:

> "In accordance with Article 22 of the Agreement entered into on August 15th, 1910, between the Atlantic Conference and the Canadian Northern Steamships, Limited, please accept notice of our intention to terminate said Agreement on February 28th, 1911 and to ask for a revision of the terms under which the Royal Line agreed to pool Eastbound third class traffic.
>
> Yours faithfully,
>
> 14592 (Signed) SCOTT GRIFFIN,
> Manager."

Respectfully,

Defendants' Exhibit 436.

14593

G. No. 1058.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1910.

To the Parties:

Changes in rates.

The Hamburg Amerika Linie in view of Byelaw 1 advance today their prepaid rates: 14594

For all steamers to New York from $34 to $38½
For steamers to Philadelphia from $31⅓ to 36½.

Respectfully,

Defendants' Exhibit 437.

G. No. 1059.

ATLANTIC CONFERENCE.

Secretary's Office 14595
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1910.

To the Parties:

A. C. Meeting.

Enclosed I beg to send the completed Agenda for the Meeting to be held on 24th inst. at the Savoy Hotel, London.

Respectfully,

14596 **Petitioner's Exhibit 1639.**

G. No. 1060.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 19th, 1910.

To the Parties:

Proposed Changes in Rates.

14597

I beg to communicate the following telegrams:
1). White Star, Liverpool 16/11. 5.37:

"American lines eastbound Minus not material decreasing request plus lines advance failing which must reduce."

to which the following replies have come to hand:

2). Nordd. Lloyd: Bremen 17/11. 4.35:

"Eastbound during last four weeks we carried 1500 regular passengers or two thousand less than our share further advance our rates
14598 therefore impossible would prove absolutely futile general adjustment purposes."

3). Hapag: Hamburg 19/11. 3.19:

"*Re* White Stars telegram the object of the pool is to increase the receipts of the parties for this reason it has been made a rule to bring about an adjustment if possible by an advance and less frequently by a reduction of rates we are quite ready to advance eastbound two dollars if Lloyd whose plus is three times as high as ours does the same."

Defendants' Exhibit 438 14599

The following telegram I received from the

4). C. P. R. London 15/11. 12.36:

"Have cabled our Montreal people recommending increasing Lake steamers to thirty-five dollars."

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 22 Nov. 1910. Ansd.

14600

Defendants' Exhibit 438.

G. No. 1061.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 21st, 1910.

To the Parties:

Uranium SS. Co. (G. No. 1056).

I beg to communicate annexed hereto a circular of the Atlantic Express, according to which the Uranium SS. Co. have reduced their rates for Russian steeragers by Rbl. 8. They further give free forwarding from New York to Boston and Philadelphia. The net rates advertised are: 14601

Rotterdam-Halifax (exclusive headtax for U. S. passengers) Rbl. 40.—.

Rotterdam New York, Philadelphia, Boston Rbl. 48.—, inclusive U. S. headtax and board free at Rotterdam.

Respectfully,

14602 *Defendants' Exhibit 438*

Annex to G. 1061.

Atlantic Express
Rotterdam.

Rotterdam 5 November, 1910.

P. T.

Wir teilen Ihnen hierdurch mit, dass wir von heute an bis auf weiteres für die Fahrt nach Boston und Philadelphia, Pa., den *gleichen* Preis berechnen wie für New York; somit stellen sich jetzt die Nettoraten wie folgt:

14603 Rotterdam-Halifax, Rubel 40.—
Rotterdam-New York, Rubel 48.—
Rotterdam-Boston, Rubel 48.—
Rotterdam-Philadelphia, Rubel 48.— inclusive Kopfsteuer und freier Beköstigung in Rotterdam.

Für Passagiere, die *über* Halifax nach den Vereinigten Staaten reisen, ist die *Nettorate* Rotterdam-Halifax Rubel 48.—

Durch diese Preisermässigung ersparen Sie bei Passageiren nach Boston Rubel 5.70, bei Philadelphia Pa., Rubel 4.50.

Sollte bei Buchungen nach weiteren Plätzen die Eisenbahnrate von Boston oder Philadelphia billiger sein,
14604 als von New York, so werden wir Ihnen selbst-verständlich die billige Eisenbahnrate berechnen.

Wir hoffen, dass ihnen dadurch jetzt ermöglicht sein wird, uns grössere Transporte zuzuweisen.

Indem wir nochmals bemerken, dass wir sowol *Avis-* wie auch *volle Rimesse* stets vor dem Eintreffen der Passagiere hier haben müssen damit wir unsern Angestellten an der holländischen Grenze beauftragen können Ihre Passagiere durchzulassen, zeichnen wir in Erwartung baldiger Zuweisungen.

Hochachtungsvoll,
ATLANTIC EXPRESS,
Rotterdam.

Defendants' Exhibit 439. 14605

G. No. 1062.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

November 21st, 1910.

To the Parties:

Thomson Line (G. No. 1049). 14606

The White Star Line communicate the following letter of their London (City) Office:

> "The ss. "Tortona," which sailed from Southampton 15th November had on board seven (7) Saloon, and one hundred and sixteen (116) Steerage passengers, of the latter we understand 10 were British."

Respectfully,

14607

14608 **Petitioner's Exhibit 1640.**

G. No. 1063.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 21st, 1910.

To the Parties:

14609 *A. C. Meeting London 24th Novbr.*

With reference to G. No. 1059 I beg to enclose herewith a supplement to the Agenda sent on 19th instant.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Nov. 1910. Ansd.

Supplement

to the Agenda of London Meeting, Novbr. 24th 1910.

14610

10). Lloyd's eastbound rates (Hapag) (G. 1060).

11). First class transportation between Landing port and London and Paris (White Star).

12). Agents commission in New York (White Star).

Jena, 21st November, 1910.

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 23 Nov. 1910. Ansd.

Petitioner's Exhibit 1642. 14611

G. No. 1064.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 24th, 1910.

To the Parties:

Uranium S.S. Co. (G. 1051).

Referring to circular Letter G. No. 1056 the Holland-America Line having received information from their New York office that the rate for ss. "Campanello", November 24th from New York, has been reduced to $23 net, have requested the Hamburg-Amerika Linie to reduce the rate for ss. "Amerika" to $25 with $2 commission. 14612

The 490 steeragers which left Rotterdam by ss. "Uranium" on the 17th instant were composed as follows: 14613

1	Netherlands
3	Germans
312	Russians
77	Austrians
51	Hungarians
13	Italians
3	Turks
24	Roumanians
6	Bulgarians
Total 490	

Respectfully,

H. PETERS,
p. S. P.

14614 **Defendants' Exhibit 440.**

G. No. 1065.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 26th, 1910.

To the Parties:

Uranium S.S. Co. (*G. No. 1064*).

14615

The Hamburg-Amerika Linie received following New York cable:

> "Campanello hence November twenty-fourth about four hundred eighty steerage netrate about nineteen dollars. 'Amerika,' November twenty-fourth, eighteen hundred thirty-one at twenty-nine and twenty-five less two, besides two hundred transferred to 'Roon' sixteen to 'St. Louis.'"

Respectfully,
H. PETERS,
p. S. P.

14616

Defendants' Exhibit 16. 14617

G. No. 1066.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 28th, 1910.

To the Parties:

Steerage Agreements. 14618

I beg to promulgate the following Letters which came to hand today:

1). 14 Cockspur Street,
London, S. W., 26th Novr., 1910.

Dear Sir:

In view of the attitude of the British and Continental U. S. Pool Lines at the meetings held at the Savoy Hotel during the present week, we hereby give notice to withdraw from all Steerage Agreements Eastbound and Westbound, in which we are interested, and to terminate same on 28th February, 1911. 14619

Yours truly,
For the Allan Line Steamship Co., Ltd.,
(Signed) HUGH A. ALLAN,
Chairman.

14620 *Defendants' Exhibit 16*

2). London, 26th November, 1910.

H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

Dear Sir:

In view of the attitude of the British and Continental U. S. Lines at the meetings held at the Savoy Hotel during the present week, we hereby give notice to withdraw from the following agreements:

14621 A. A. and all agreements, etc., subsidiary thereto.
B. B.
C. C. (Royal Line Agreement)

and to terminate same on February 28th, 1911

Yours truly,
(Signed) GEO. Mc. L. BROWN,
European Manager.

Respectfully,
H. PETERS,
p. S. P.

14622 (Stamped): Received 30 Nov. 1910. Ansd.

Defendants' Exhibit 441. 14623

G. No. 1067.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 28th, 1910.

To the Parties:

Cabin Agreements. 14624

I beg to promulgate the following letters which have come to hand today.

1). 14 Cockspur Street,
London, S. W., 26th Novr., 1910.

Dear Sir:

As we desire a revision of certain clauses of First Class Agreement V and Second Class Agreement W, we hereby give notice of our intention to retire from these Agreements on 28th February, 1911.

Yours truly,
For The Allan Line Steamship Co., Ltd.,
(Signed) HUGH A. ALLAN, 14625
Chairman.

14626 *Defendants' Exhibit 441*

(2. 62 to 65 Charing Cross,
(Trafalgar Square) S. W.,
London, 25th November, 1910.

H. Peters, Esq.,
Secretary,
Atlantic Conference,
Jena.

Dear Sir:

As we desire a revision of certain clauses of First Class Agreement "V" and Second Class Agreement
14627 "W", we hereby give notice of our intention to withdraw from these agreements, as well as Agreement "E. E." on February 28, 1911.

Yours truly,
Signed GEO. McL. BROWN,
European Manager,

Respectfully,

14628

Defendants' Exhibit 5. 14629

G. No. 1068.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 29th, 1910.

To the Parties:

Agreement BB. 14630

I beg to promulgate the following telegram received today by the Russian America Line:

> "Auf Grund Artikel fünfundzwanzig unseres Vertrages BB kündigen wir denselben zum achtundzwanzigstigsten Februar náchsten Jahres Russisch Ostasiatische Dampfschiffahrtsgesellschaft Benislavski signature Legalisee par notaire."

of which notice of withdrawal I informed the parties by wire.

Respectfully,

14631

(Stamped): Ismay, Imrie & Co., Passenger Dept. Recd. 1 Dec. 1910. Ansd.

14632 **Defendants' Exhibit 6.**

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

G. No. 1068.

Jena, November 29th, 1910.

To the Parties

14633 *Agreement BB.*

I beg to promulgate the following telegram received today by the Russian America Line:

> "In accordance with Article 25 of our agreement BB, we give notice of termination on the 28th of February, next year, Russian East Asiatic Steamship Company, by Benislavski, signature before a notary."

of which notice of withdrawal I informed the parties by wire.

Respectfully,

14634 H. PETERS.

Defendants' Exhibit 442. 14635

G. No 1069.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair", Jena.

Jena, November 30th, 1910.

To the Parties:

Steerage Agreements (G. 1066). 14636

Further to G. 1066 I beg to promulgate the following:

Glasgow,
28th November, 1910.

H. Peters, Esq.,
Jena.

Dear Sir:

In view of the attitude of the British and Continental U. S. Pool Lines at the Meetings held at the Savoy Hotel, London, during last week, we hereby give notice to withdraw from all Steerage Agreements Eastbound and Westbound in which we are interested and to terminate same on 28th February, 1911. 14637

Yours truly,
(Signed) DONALDSON BROTHERS.

Respectfully,

14638 **Defendants' Exhibit 443.**

G. No. 1070.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, November 30th, 1910.

To the Parties:

Cabin Agreements (*G. No. 1067*).

14639

Messrs. Donaldson Brothers write under date of 28th instant:

> "As we desire a revision of certain clauses of the 2nd class Agreement 'W,' we hereby give notice of our intention to retire from this Agreement on 28th February, 1911."

Respectfully,

14640

Defendants' Exhibit 444. 14641

G. No. 1071.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 1st, 1910.

To the Parties:

Steerage Agreements (G. 1069).

14642

I beg to confirm the following telegrams of 30th Novbr. from:

Cunard Line:

> "We beg to give notice of withdrawal from agreements V. W. Z. after February 28, 1911."

Immco Lines:

> "In view Allan and Canpac notice withdrawal from passenger agreements must with regret give similar intimation on behalf Immco Lines."

Respectfully,

14643

14644 **Defendants' Exhibit 445.**

G. No. 1072.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 1st, 1910.

To the Parties:

Cabin Agreements (G. 1070).

14645

I beg to confirm the following telegrams received on the 30th Novr. from:

Cunard Line:

> "We beg to give notice of withdrawal from agreements V. W. Z. after February 28, 1911."

Immco Lines:

> "In view Allan and Canpac notice withdrawal from passenger agreements must with regret give similar intimation on behalf Immco Lines."

14646

Respectfully,

Defendants' Exhibit 446. 14647

G. No. 1073.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 1st, 1910.

To the Parties:

Passenger Agreements (G. No. 1069).
1070

14648

The Anchor Line under date of 29th of November write:

"We beg to thank you for your telegram informing us that the Allan Line and the Canadian Pacific Railway Company have in accordance with Clause 27, of the AA Agreement dated February, 1908, given notice of their retiral from all Atlantic Conference Steerage Agreements, and that they have also given notice of their intention to withdraw from Cabin Agreements. These withdrawals all to become effective on 28th, February, 1911.

14649

As per Clause B of paragraph 27, this notice on the part of the two Canadian Lines will free all other Companies who are parties to the AA Agreement, and of the Cabin Agreements V and W from their commitments.

"To keep ourselves in order we also beg to give you notice now of our intention to withdraw from Agreement BB and Agreement CC, and from the Agreement concluded by us and the other U. S. Lines, with the Scandinavian-American Line."

Respectfully,

14650 **Defendants' Exhibit 447.**

G. No. 1074.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 1st, 1910.

To the Parties:

14651 *Agreement BB.*

Further to their telegram promulgated in G. 1068 the Russia American Line write:

"Wir nahmen Veranlassung Ihnen heute dringend zu drahten:

'Auf Grund Artikel fünfundzwanzig unseres Vertrages BB kündigen wir denselben zum achtundzwanzigsten Februar nächsten Jahres'

und bestätigen hierdurch, dass wir unseren Vertrag BB mit der Atlantic Conferenz auf
14652 Grund des Artikels 25 dieses Vertrages zum 28 Februar 1911 kündigen, wovon Sie gütigst die Parteien in Kenntniss setzen wollen."

Respectfully,

Defendants' Exhibit 448. 14653

G. No. 1075.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 1st, 1910.

To the Parties:

Steerage Agreements (G. 1073). 14654

I beg to confirm the following telegram of the Scandinavian American Line:

> "Telegram *re* Immco lines withdrawal agreements received consequently we consider ourselves released from both westbound and eastbound agreements."

which I passed on to the parties by wire.

Respectfully,

14655

14656 **Defendants' Exhibit 449.**

G. No. 1076.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 2nd, 1910.

To the Parties:

14657 *Uranium S.S. Co.* (*G. No. 1065*).

S.S. "Volturno" sailed Thursday, December 1st from Rotterdam with

450 steeragers of which 155 for Halifax
18 cabin passengers of which 2 for Halifax.

Respectfully,

14658

Petitioner's Exhibit 1643. 14659

G. No. 1077.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 3rd, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1076.) 14660

The Holland-America Line have selected as opposition steamer against S. S. "Uranium" December 8th from New York S. S. "Majestic," leaving New York on the 7th instant, and they have requested the White Star Line to fix the rate at $25 with $2 commission.

Respectfully,

14661

14662 **Defendants' Exhibit 450.**

G. No. 1078.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 3rd, 1910.

To the Parties:

The following are the departures of steamers advertised to sail from New York, during December:

14663 Tuesday, Decbr. 6th, Potsdam.
Wednesday Decbr. 7th, Majestic, Campania.
Thursday, Decbr. 8th, Gothland, Friedrich d. Gr. La Savoie.
Saturday, Decbr. 10th, Kais, Aug. Victoria, Niagara. La Gascogne, Cedric, Columbia, Lapland, Lituania.
Tuesday, Decbr. 13th, Nieuw Amsterdam, Kais. Wilh d. Grosse.
Wednesday, Decbr. 14th, Adriatic, Caronia.
Thursday, Decbr. 15th, La Lorraine.
Saturday, Decbr. 17th, Pres. Grant, Königin Louise, Arabic, Mauretania.
14664 Wednesday, Decbr. 21st, Teutonic, Vaderland.
Thursday, Decbr. 22nd, Pennsylvania, Rhein, La Touraine.
Saturday, Decbr. 24th, Floride, Chicago, Baltic, Russia.
Wednesday, Decbr. 28th, Oceanic, Lusitania, Samland.
Thursday, Decbr. 29th, Neckar, La Bretagne.
Saturday, Decbr. 31st, Celtic.

Will the parties please furnish me with a copy of their eastbound departures for 1911.

Respectfully,

Defendants' Exhibit 451. 14665

G. No. 1079.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 5th, 1910.

To the Parties:

Changes in Prepaid Rates. 14666

The Norddeutscher Lloyd, refering to Byelaw 1, advise the following changes in prepaid rates, beginning December 5th:

New York Express steamers $43½
New York Regular steamers ..... " 38½
Baltimore, Philadelphia, Galveston ..... " 36½

Respectfully,

14667

14668 **Defendants' Exhibit 452.**

G. No. 1080.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 7th, 1910.

To the Parties:

Payments Account Atlantic Conference.

14669 The parties will please make the following payments for November in accordance with Statistic Form 30, No. 11:

Continental Lines to Anchor Line	£ 2836.—.—
" " " American Line ..	" 1300.—.—
" " " Dominion Line ..	" 2209.—.—
" " " White Star Line	" 3250.—.—
" " " Cunard Line	" 3649.—.—
" " " Donaldson Line .	" 272.—.—
Allan Line to Cunard Line	" 1620.—.—
Canadian Pac. Ry. Co. to Cunard Line	" 4340.—.—
	£19476.—.—

14670

Respectfully,

Defendants' Exhibit 453. 14671

No. 1081.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1910.

To the Parties:

Payments, Account Russian Eastasiatic S. S. Co.

In accordance with statistic Form 35, No. 11 the following payments are to be made for November:

14672

Russian East Asiatic S. S. Co. to Continental Lines	£	745.—.—
Russian East Asiatic S. S. Co. to Anchor Line	"	22.—.—
Russian East Asiatic S. S. Co. to American Line	"	20.—.—
Russian East Asiatic S. S. Co. to Dominion Line	"	66.—.—
Russian East-Asiatic S. S. Co. to White Star Line	"	2.—.—
Russian East-Asiatic S. S. Co. to Cunard Line	"	99.—.—
Allan Line to Russ. East-Asiatic S. S. Co.	"	52.—.—
Canadian Pac. Ry. Co. to Russ. East-Asiatic S. S. Co.	"	58.—.—

14673

I beg the parties to perform the payments as follows:

Russian East-Asiatic S. S. Co. to Continental Lines	£	745.—.—
Russian East-Asiatic S. S. Co. to Anchor Line	"	11.—.—
Russian East-Asiatic S. S. Co. to American Line	"	20.—.—
Russian East-Asiatic S. S. Co. to Dominion Line	"	66.—.—

14674 *Defendants' Exhibit 454*

Russian East-Asiatic S. S. Co. White Star Line	"	2.—.—
Allan Line to Anchor Line	"	11.—.—
Allan Line to Cunard Line	"	41.—.—
Canadian Pacific Ry. Co. to Cunard Line	"	58.—.—
		£ 954.—.—

Respectfully,

14675

Defendants' Exhibit 454.

G. No. 1082.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1078.)

14676 The steeragers forwarded by S. S. "Volturno" from Rotterdam on December 1st, were composed as follows:

16 Germans
275 Russians
71 Austrians
46 Hungarians
6 Bulgarians
25 Italians
8 Roumanians
2 Americans

449

Defendants' Exhibit 455. 14677

G. No. 1083.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1910.

To the Parties:

Payments account Scandinavian American Line. 14678

In conformity with statistic Form 41, No. 7, the parties will please make the following payments to the Scandinavian American Line for November:

Continental Lines	£	533.—.—
Allan Line	"	58.—.—
Anchor Line	"	45.—.—
American Line	"	101.—.—
Dominion Line	"	18.—.—
White Star Line	"	180.—.—
Cunard Line	"	176.—.—
Canadian Pacific Ry. Co.	"	53.—.—
	£	1164.—.—

14679

Respectfully,

14680 **Defendants' Exhibit 456.**

G. No. 1084.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 8th, 1910.

To the Parties:

14681 *Payments Account Royal Line.*

In conformity with statistic form 45, No. 3 the Royal Line will please make the following payments for November:

To Continental Lines	£	399.—.—
" Allan Line	"	43.—.—
" Anchor Line	"	35.—.—
" American Line	"	76.—.—
" Dominion Line	"	13.—.—
" White Star Line	"	135.—.—
" Cunard Line	"	132.—.—
" Canadian Pacific Ry. Co.	"	39.—.—
	£	872.—.—

14682

Respectfully,

Defendants' Exhibit 457.

14683

G. No. 1085.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 9th, 1910.

To the Parties:

Uranium S. S. Co (G. No. 1082.)

14684

S. S. "Campanello" arrived at Rotterdam on the 8th inst., with 25 cabin passengers, 618 steeragers and 30 deports. The first report was about 480 steeragers. (See G. No. 1065.)

Respectfully,

Petitioner's Exhibit 1644.

G. No. 1086.

ATLANTIC CONFERENCE.

14685

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 10th, 1910.

To the Parties:

Initial Steerage Rates 1911.

The Continental Lines propose to commence with the beginning of 1911, with the same rates westbound and eastbound as in the beginning of 1910, viz:

14686 *Defendants' Exhibit 1644*

Hamburg America Line:

		Westbound exclusive of headtax		Eastbound	
			Present Rates		Present Rates
All steamers	M	160.—	$140.—	$35.—	$35
			130.—		33
Philadelphia	M	150.—	130.—	33.—	33
Holland-America Line	M	160.—	160.—	35.—	43

Norddeutscher Lloyd:

14687	Express	M	180.—	170.—	40.—	38
	Regular	M	160.—	130.—	35.—	35
	Baltimore, Philadelphia, Galveston	M	150.—	130.—	33.—	35
				$35 fr. Galv.		
	Red Star Line	M	160.—	160.—	35.—	31

Prepaids accordingly.

Cie. Gle. Transatlantique will charge:

		Westbound	
			Present Rates
14688	Provence, Savoie, Lorraine, Touraine	Frcs 200.— plus head tax	200
	Chicago, Niagara, Gascogne, Bretagne	" 180.—	200
	Cargo boats	" 160.—	175

Austro Americana:

Martha Washington	Kr.	200.—
Other steamers	"	180.—

Will the British Lines please inform me of what their rates will be.

Respectfully,

Defendants' Exhibit 458. 14689

G. No. 1087.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 10th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1085.) 14690

I beg to communicate the following telegrams:

1) From Messrs. Ismay, Imrie & Co.,
Liverpool, 8/12. 5:17:

"New York cables about 1600 continental passengers shut out Majestic 1214 transferred Gothland transferring balance Lapland."

2) From the Hamburg Amerika Linie,
Hamburg, 10/12 10.9:

"New York cables: Uranium hence December eight about eleven hundred steerage netrate about nineteen Majestic December seventh six 14691
hundred eighteen including two hundred continental at twenty-five less two besides twelve hundred transferred Gothland December seventh and five hundred Lapland, December tenth."

Respectfully,

14692 **Defendants' Exhibit 459.**

G. No. 1088.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 16th, 1910.

To the Parties:

14693 *Uranium S. S. Co. (G. No. 1087.)*

S. S. "Campanello" sailed Thursday 15th instant from Rotterdam with 612 steeragers and 42 cabin passengers.

Respectfully,

Of the above passengers 162 steeragers were for Halifax, also 8 cabin passengers.

14694

Defendants' Exhibit 461 14701

Libau 1/14/12 1910.

The Russian American Line draw the attention to the extra charge of 3 Rbl. (Prepaids $1.50) which they in future will charge extra for lodging at Libau during the 5 days quarantine. They suggest that the B. L. take in consideration to collect the same or a similar amount for quarantine expenses which are incurred for Russian passengers via Libau.

Will the parties please let me have their views.

Respectfully,

14702

Defendants' Exhibit 461.

G. No. 1091.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 17th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1088.) 14703

The Holland-Amerika Linie write on the 16th instant as follows:

> "Please note that we have selected S. S. 'Pennsylvania,' from New York, December 22nd, as opposition steamer against S. S. 'Volturno' leaving the same day and that we have asked the Hamburg-American Line to wire their New York office to fix the rate at $26 with $2 commission."

Respectfully,

14704 **Defendants' Exhibit 462.**

G. No. 1092.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 19th, 1910.

To the Parties:

Compensation payments for fighting steamers.
(G. No. 1026.)

S. S. "Grosser Kurfürst" Sept. 15th, "Prinz Fried.
14705 Wilhelm" October 13th, "Barbarossa" Oct. 27th, "Prinz Fr. Wilhelm" Aug. 2nd, "Kais. Aug. Victoria" Sept. 3rd, "Kaiserin Auguste Victoria" October 1st.

I beg to submit the bills of the above steamers for passengers carried at fighting rates by the North German Lloyd and the Hamburg-American Line. The bills were found in accord with the passenger manifests which have been audited.

1) Compensation—Note.

"Grosser Kurfürst," 1. 9. 10. off New York:

330/1 29/2 at a rate of $27.
(G. No. 959)
14706 1005/1 145/2 at a rate of $24.
(G. No. 964)

Compensation for 344,5/1 @$3	= $ 1033.50	
Compensation for 1077,5/1 @ $6	= $ 6465.—	
	$ 7498.50	
Board and lodging for 270 passengers (G. 970, 1040) overbooked and transferred to the "Kaiserin Auguste Victoria" 2 days @ $0.75	$ 405.—	$7903.50

Defendants' Exhibit 462 14707

"Prinz Friedrich Wilhelm" 13.10.10 off New York:

322/1 29/2 at a rate of $27
(G. 1008)
867/1, 103/2 at a rate of $23
(G. 1014)
Compensation for 336, 5/1
@ $3 = $ 1009.50
Compensation for 918,5/1
@ $7 = $ 6429.50 $7439.—

$15342.50

Carried over $15342.50 14708

"Barbarossa" 27.10.10 off New York:

140/1 11/2 at a rate of $27
(G. 1032)
1183/1 91/2 at a rate of $23
(G. 1033)
Compensation for 145.5/1
@ $3 = $ 436.50
Compensation for 1228,5/1
@ $7 = $8599.50 $9036.—

"Prinz Friedrich Wilhelm" 2.8.10. off New York:
Expenses for 2 days board and lodging for 378 passengers (G. No. 935) overbooked and transferred to S. S. "Brandenburg" 4.8.10 off New York @ $0.75 per day $ 567.— 14709

$24945.50

2) Bill for passengers carried at fighting rates by S. S. "Kaiserin Auguste Victoria," 3.9. 1910 from New York. (Refer to G. No. 970.)
Regular rate $35.

14710 *Defendants' Exhibit 462*

216/1, 4/2 at $24, fighting rate = 218 at $6 compensation rate = $1308.—
52/1 at $27 fighting rate = 52 at $3 compensation rate = 156.—

Total $1464.—

3) Bill for passengers carried at fighting rates by S. S. "Kaiserin Auguste Victoria," 1.10. 1910 from New York. (Refer to G. No. 1001.)

14711 Regular rate $35.—

1/1 at $27.—fighting rate = $3 compensation rate = $ 3.—
13/1½ at $24.—fighting rate = 13½ at $6.—compensation rate = $ 81.—
11/1 at $22.—fighting rate = 11 at $8 compensation rate = $ 88.—

Total $ 172.—

14712

Defendants' Exhibit 462 14713

The total amounts to be paid are:

$24945.50 for the North German Lloyd.
$ 1636.— for the Hamburg-American Line.

I therefore beg the parties to make the following payments:

		to the Norddeutscher Lloyd	to the Hamburg-Amerika Linie
Anchor Line	3.74%	$ 932.96	$ 61.19
Cunard Line	14.42%	3597.14	235.91
Hapag	12.02%	2998.45	196.65
Nasm	5.82%	1451.83	95.21
Lloyd	17.72%	4420.34	289.90
Red Star Line	8.18%	2040.54	133.82
White Star Line	14.77%	3684.45	241.64
American Line	8.32%	2075.47	136.12
Dominion Line	1.43%	356.72	23.39
Transat	4.88%	1217.34	79.84
Austro	1.84%	459.—	30.10
Rusamerika	2.95%	735.89	48.26
Scand. American L.	3.91%	975.37	63.97
	100.00	$24945.50	$1636.—

14714

14715

Respectfully,

(Stamped): Ismay, Imrie & Co., Passenger Dept., Recd. 22, Dec., 1910. Ansd.

14716 **Defendants' Exhibit 463.**

G. No. 1093.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 22nd 1910.

To the Parties:

Uranium S.S. Co. (G. No. 1088.)

14717 The 612 steeragers which sailed on the "Campanello" on the 15th instant from Rotterdam were composed as follows:

6	Germans
356	Russians
109	Austrians
70	Hungarians
2	Englishmen
1	Belgian
25	Italians
5	Turks
7	Roumanians
14718 24	Bulgarians
3	Americans
4	Persians
612	

S.S. "Uranium" which left New York on the 8th inst. (G. No. 1087) arrived at Rotterdam on the 20th where she landed:

14 I. Cl. passengers, 26 II. Cl. passengers, 955 III Cl. passengers and 12 deports.

Respectfully,

Defendants' Exhibit 464. 14719

G. No. 1094.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 23rd 1910.

To the Parties:

Compensation payments for fighting steamers (G. 1092) S.S. "Grosser Kurfürst" 10th Nov. '10.

The Norddeutscher Lloyd send me the following bill for their S.S "Grosser Kurfürst" which was selected as fighting steamer (vide G. No. 1037.1051): 14720

"Compensation-Note

S.S. Grosser Kurfürst, November 10th off Newyork: carried 1535/1, 144/2, 63/0. at a fighting rate of $ 21. Compensation for 1607/1 @ $ 9.— = $ 14463.—"

The passenger manifest has been examined and found in accord with the above bill.

The parties will please remit the following amounts to the Norddeutscher Lloyd:

	%	$
Anchor Line	3.74	541.—
Cunard Line	14.42	2086.—
Hapag	12.02	1738.—
Nasm	5.82	842.—
Lloyd	17.72	2563.—
Red Star Line	8.18	1183.—
White Star Line	14.77	2136.—
American Line	8.32	1203.—
Dominion Line	1.43	207.—
Transat	4.88	706.—
Austro	1.84	266.—
Rusamerika	2.95	427.—
Scand. American Line	3.91	565.—
	100.00	14463.—

14721

14722 **Defendants' Exhibit 465.**

G. No. 1095.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 23rd 1910.

To the Parties:

14723 I received from an Agent Mr. Alexander V. Baltadori at Salonique, Bourmal Djami, the following letter:

> "Ayant démandé à plusieurs Agents de Bâle de nous indiquer quelles sont les Compagnies et les Agents disqualifiés et comme ces Agents ne peuvent pas nous donner des renseignements â ce sujet nous avons l'honneur de vous prier de vouloir bien nous informer quelles sont les Compagnies et les Agents qui ne sont pas entrés dans le Pool.
>
> "Dans l'attente de vous lire nous avons l'honneur de vous présenter, Monsieur, nos salutations bien distinguées."

14724 If there is any line working with Mr. Baltadori will such line please send him reply and inform me of it until 31st instant.

Respectfully,

(Stamped): Ismay, Imrie & Co. Passenger Dept. Recd. 26 Dec. 1910 Ansd.

Defendants' Exhibit 466. 14725

G. No. 1096.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 24th 1910.

To the Parties:

Compensation for fighting steamers (G. No. 1094). SS. "Lituania" Sept. 9th, "Russia" Septr. 15th (Supplement).

The Russian American Line submit the following bill for passengers booked at fighting rates: 14726

S.S. "Lituania" Sept. 29th (G. No. 990, 995, 998, 1001).

Rotterdam

4/1	3/2 =	5½	Adults at	$27	Compensation	$3 =	$ 16.50	
242/1	18/2 =	251	"	" "24	"	"6 =	"1503.—	
610/1	46/2 =	633	"	" "22	"	"8 =	"5064.—	
								$6583.50

Libau

2/1	=	2	"	" "34	"	"3 =	$ 6.—	
46/1	4/2 =	48	"	" "31	"	"6 =	" 288.—	14727
52/1	5/2 =	54½	"	" "29	"	"8 =	" 436.—	
								$ 730.—

2 days board & Lodging for 23/1, 1/2 overbooked passengers forwarded by S.S. "Kaiserin Aug. Victoria" (G. No. 1001) @ $1.50 per 1/1 " 35.25

S.S. "Russia" Sept. 15th, supplement (G. No. 1026).

Rotterdam

1/1 at $ 24. Compensation $ 6. = " 6.—

"7354.75

4909

14728 *Defendants' Exhibit 466*

The passenger manifests have been examined and found in accord with the above bill.

The parties will please remit the following amounts to the Russian American Line:

	%	$
Anchor Line	3.74	275.07
Cunard Line	14.42	1060.55
Hamburg Amerika Linie	12.02	884.04
Holland-Amerika Linie	5.82	428.05
Norddeutscher Lloyd	17.72	1303.26
Red Star Line	8.18	601.62
14729 White Star Line	14.77	1086.30
American Line	8.32	611.92
Dominion Line	1.43	105.17
Cie. Gle. Transatlantique	4.88	358.91
Austro Americana	1.84	135.33
Russian American Line	2.95	216.96
Scand. American Line	3.91	287.57
	100.00	$7354.75

Respectfully,

14730

Defendants' Exhibit 467. 14731

G. No. 1097.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 24th, 1910.

To the Parties:

Uranium S. S. Co. (G. No. 1091.) 14732

The Hamburg-Amerika Linie received following cable:

"Volturno hence December 22nd about 850 steerage net rate about $20. Pennsylvania December 22nd 1356 at $26 less $2. Besides 33 transferred Baltic December 24th."

Respectfully,

14733

14734 **Defendants' Exhibit 468.**

G. No. 1098.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 27th 1910.

To the Parties:

G. Schyns

The Hamburg American Line writes:

14735 "A short time ago there arrived in Hamburg steerage passengers of the Dominion and Allan Lines who were provided with properly drawn-up prepaid contracts calling for passage from Liverpool by these Lines and who were therefore duly forwarded. But, strange to say, in addition to these prepaids the passengers also held certificates of the firm of G. Schyns, Antwerp, termed 'Kajütsschiffsbillet' for the journey from Antwerp to Toronto. These certificates had been sent to them by Schyns from Antwerp with a letter which states that for the passengers a steamer-ticket calling for free conveyance from Antwerp to Toronto had ar-
14736 rived and that, therefore, the passenger should immediately proceed to Vienna to Schyns' office, where he would receive 15 Roubles for a ticket to Antwerp.

"For your kind submission to the Lines we send you in the enclosure of these certificates of Schyns two photographic reproductions (14 copies of each) also two of Schyns' letters (one addressed to Leizer Goldmann with German translation, Allan Line prepaid 15677, and the other to Rose Walikoff, Dominion Line prepaid 139489).

Defendants' Exhibit 468 14737

"These documents are worth special attention in several respects.

"From them is evident that invitations to travel to holders of Dominion Line and Allan Line prepaids are forwarded by an Agent, disqualified by all the Continental and British Lines including the Dominion and Allan Lines.

"It is obvious that the certificate forwarded by Schyns to the passengers is intended by its superscription 'Kajütsschiffsbillet' to deceive and to create with the authorities, with whom the people come into contact on their way to the 14738
port of embarkation, the false impression that the holders of the certificates are not emigrants but cabin passengers.

"The certificates are issued for conveyance from Antwerp *i. e.* from a port via which, neither the Dominion nor the Allan Line, hold a license.

"In his circulars Schyns makes the assertion that passengers with his interim-contracts can pass all the controlstations without hinderance. However neither with certificates issued by Schyns nor with such calling for conveyance from Antwerp can passengers pass the controlstations. Schyns therefore knowingly disseminates untruths in the name of British Lines. 14739

"By this action the agent Schyns, disqualified by the Dominion and Allan Lines, puts these two Lines in danger of having the license, procured for them by the two German Lines, withdrawn by the German Government, so that then the Dominion and Allan Lines would be precluded from carrying Continental passengers lawfully from German ports.

"We therefore think that we are doing our friends the Dominion and Allan Lines a serv-

14740 *Defendants' Exhibit 468*

ice if we hereby bring to their knowledge Schyns' unlawful behavior."

I herewith beg to enclose a photographic reproduction of the tickets as well as copies of letters addressed to the holders of said tickets by Mr. Schyns.

Respectfully,

(Stamped): North Atlantic Passenger Conference. Received 29/12 1910 Acknl'd 1910 Answered 1910.

14741 *Annex to G. No. 1098.*

D. L. Prp. 139489.
G. Schyns
48, Avenue de Keyser, 48
Antwerpen
(Belgian)

Telegram:
Schyns Antwerpen

Telephone 3242.

Antwerpen, den 23 November 1910.

14742 Frau
Rose Walikoff,
Novograd-Wolynski

Mit Bezug auf mein Schreiben vom 12.d.M. teile ich Ihnen mit, dass anstatt Basche Bein *eine andere Frau fahren kann. Aber diese andere Frau muss fahren unter dem Namen Basche Bein,* denn die Schiffskarte ist auf diesen Namen ausgestellt.

Sie können also von zu Hause abfahren am 1. Dezember oder am 22. Dezember, am 5. oder am 25. Jänner, wie es Ihnen besser ist, das heisst, wann Sie zur Reise fertig sind. Wie Sie zu fahren haben, das schrieb ich Ihnen schon im vorigen Brief.

Hochachtend

Pr. G. SCHYNS

Defendants' Exhibit 468 14743

Annex 2 to G. No. 1098.

Uebersetzung aus dem russischen.

Antwerpen, den 20. Oktober 1910.

Frau Maria Bock
Nowograd-Wolynsk, Gouv. Wolyn.

Hiermit beehre ich mich, Ihnen eine Schiffskarte zu behändigen, welche für Sie aus Canada zugegangen ist und auf freie Fahrt von Antwerpen nach Toronto, Ontario lautet.

Von Antwerpen gehen die Dampfer jeden Donner- 14744
stag. Ich ersuche Sie, so schnell wie möglich die Reise anzutreten.

Von Ihrer Heimat wollen Sie sich direkt nach Wien (Oesterr.) begeben. In Wien wenden Sie sich bitte and diese adresse:

Oesterreichisches Central-Reisebureau G. Schyns, Navarragasse No.53, Wien, II.

Hier erhalten Sie für 15 Rubel eine Fahrkarte nach Antwerpen.

Unser Angestellter befindet sich stets auf dem Bahnhof in Wien; damit dieser aber Sie erkennen kann, wollen Sie an sichtbarer Stelle anliegende rote Adress- 14745
karte tragen.

Falls Sie grösseres Gepäck haben, so können Sie dieses 3 Wochen vor Ihrer Abreise an meine Adresse nach Antwerpen expedieren; das Gepäck ist von 2 Seiten mit Gepäckzetteln zu versehen.

Ihre Freunde, welche mit Ihnen zusammen nach Amerika zu reisen beabsichtigen, können bei mir zu einem billigen Preise Schiffskarten lösen. Da aber unsere Dampfer früzeitig besetzt werden, so bitte ich die Personen, welche zu reisen gedenken, an meine Adresse eine Angabe von 10 Rub. absenden zu wollen.

14746 *Defendants' Exhibit 468*

Ich werde alsdann für diese gute Plätze auf dem Dampfer belegen und Schiffskarten zusenden.

Wollen Sie mir gefälligst mitteilen, wann Sie die Reise nach Canada antreten werden.

Hochactungsvoll

P. Pon. G. SCHYNS (Gez.)

Appendix to G. No. 1698.

Translated from the Russian.

Antwerp, 20/10/'10.

14747 Mrs. Maria Bock,
Nowograd-Wolynsk, Gov. Wolyn.

I herewith take the liberty to transmit you a steamer ticket which has arrived here from Canada for you and which entitles you to a free passage from Antwerp to Toronto, Ontario.

The steamers sail from Antwerp every Thursday. I ask you to kindly start on your journey at your earliest convenience.

Proceed direct from your home direct to Vienna (Austria). When you have reached Vienna, kindly present yourself at the following address:

14748 G. Schyns' Austrian Central Travel Office,
53, Navarragasse, Vienna, II.

You will here receive a railway ticket to Antwerp for the sum of Rb. 15.—

Our employee is always at the railway station at Vienna; in order that he may know you, kindly carry the enclosed red address card so that it may be easily seen.

If you have large luggage, this can be sent on to my address at Antwerp three weeks before you leave home; the luggage must be provided with luggage labels on two sides.

Defendants' Exhibit 468 14749

Those of your friends who intend to go to America with you will be able to obtain steamer tickets from me at cheap rates. But as the berths on our steamers are quickly booked, I request those persons who intend to travel to send me a deposit of Rb. 10.—. I shall then secure good accommodation on the steamer for these persons and forward them their steamer tickets.

Would you be so kind as to inform me when you will begin your journey to Canada?

Respectfully,
for G. SCHYNS (Signed). 14750

Appendix to G. No. 1098.

Dominion Line Prepaid, No. 139489.

G. Schyns,
48, Avenue de Keyser, 48,
Antwerp (Belgium).

Telegraphic Address:
Schyns Antwerp.

Telephone 3242.

Antwerp, 23/11/'10.

Mrs. Rose Walikoff, 14751
Novograd-Wolynski.

With reference to my letter of the 12th inst. I beg to inform you that another female passenger can travel in the place of Basche Bein. *But this other person must travel under the name of Basche Bein,* as the steamer ticket has been made out in this name.

You can, therefore, start from your home on the 1st or 22nd December, or on the 5th or 26th January, as you prefer, that is, when you are ready for the journey. I have already given you instructions as to how you are to travel.

Respectfully,
For G. SCHYNS.

14752 *Defendants' Exhibit 468*

Cabin Steamer Ticket.

3rd Class No. 0,112

G. Schyns, Antwerp. Licensed by the Government on Deposit of Kronen 40,000.—.

No.	Name & Surname	Age	Residence	Destination
1.	B. Bein	Adult	Novograd-	Toronto,
2.	Rosa Wolikoff,	"	Wolinsk	Ontario.
3.	Josel "	11	"	"
4.	Chaike "	9	"	"
14753 5.				
6.	(Prepaid No. 139489—everything paid)			

The full passage from Antwerp to Toronto is Kr.
Of this sum there has been paid "

There consequently remains to be paid Kr.

This temporary ticket is valid for Kr all paid
Corrected tickets will not be accepted.

14754

Petitioner's Exhibit 1646. 14755

G. No. 1098 A.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 29th, 1910.

To the Parties:

Secretary's Salary. 14756

The Scandinavian American Line have to contribute to the Secretary's salary for 1910 in accordance with annex to bylaw 150 Art. 1 and bylaw 53

from March 1st-August 31st (1/13 of £2000 for 6 months)	£76.18.6	
from Sept. 1st-December 31st (1/14 of £2000 for 4 months)	"47.12.5	
		£124.10.11
The Royal Line have to contribute from Sept. 1st-December 31 (1/14 of £2000 for 4 months)		" 47.1-2. 5 14757
		£172. 3. 4
According to circular letter of June 29th 1910 the A. C. Lines including the Russian American Line have paid for the first half year £1000 consequently a balance for the second half year of ..... remains to be paid by the A. C. Lines including the Russian American Line (in all 12 parties).		"827.16. 8
		(£1000.—.—

14758 *Petitioner's Exhibit 1646*

The Lines have therefor to make the following payments:

Scandinavian American Line	£124.10.11
Royal Line	" 47.12. 5
Allan Line	" 68.19. 8
American Line	" 68.19. 8
Anchor Line	" 68.19. 8
Canadian Pacific Ry. Co.	" 68.19. 8
Cunard Line	" 68.19. 9
Dominion Line	" 68.19. 9
Hamburg-Amerika Linie	" 68.19. 9
Holland-Amerika Linie	" 68.19. 9
Norddeutscher Lloyd	" 68.19. 9
Red Star Line	" 68.19. 9
Russian American Line	" 68.19. 9
White Star Line	" 68.19. 9
	£1000.—.—

14759

I shall be obliged for remittance.

Respectfully,

14760

Defendants' Exhibit 469. 14761

G. No. 1099.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 29th 1910.

To the Parties:

The following is the list of eastbound departures in January 1911: 14762

Tuesday	January	3rd	George Washington, Ryndam
Wednesday	"	4th	Campania, Kroonland
Thursday	"	5th	Amerika
Saturday	"	7th	Oceanic, Furnessia
Wednesday	"	11th	St. Paul, Finland
Thursday	"	12th	President Lincoln
Saturday	"	14th	Fried. der Grosse, Laurentic
Tuesday	"	17th	Kaiser Wilhelm der Grosse, Potsdam
Wednesday	"	18th	Lusitania, Gothland
Thursday	"	19th	Batavia
Saturday	"	21st	Adriatic, Columbia
Wednesday	"	25th	Campania, Lapland 14763
Saturday	"	28th	Baltic, President Grant, Russia
Tuesday	"	31st	Nieuw Amsterdam.

Respectfully,

14764 **Petitioner's Exhibit 1647.**

G. No. 1100.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

Jena, December 30th 1910.

To the Parties:

Compensation for fighting steamers. (G. No. 1096.)

S.S. "Pennsylvania" Novl 12th, "Amerika"
14765 Novbr. 24th,
"Grosser Kurfürst" Novbr. 10th (supplement).

The Hamburg Amerika Linie submit the following bills for passengers booked at fighting rates:

1) *"Bill*

for passengers carried at fighting rates
by SS. 'Pensylvania,' 12.11.1910. from New York.
(G. No. 1051.)

Regular rate $35.—

14766 1564/1, 60/2 at $21.— fighting rate
= 1594/1 at $ 9.— compensations-
rate $14,346.—"

2) *"Bill*

for passengers carried at fighting rates
by S.S. 'Amerika,' 24.11.1910 from New York.
(G. No. 1056, 1064, 1065.)

Regular rate $35.—

537/1. 20/2 at $29.— fighting rate
= 547/1 at $ 1.— compensations-
rate $ 547.—

Petitioner's Exhibit 1647 14767

1158/1, 29/2 at $25.— fighting rate
= 1172/1, 1/2 at $5.— compensation rate $ 5,862.50

total $ 6,409.50"

The passenger manifests have been examined and found in accord with the above bills.

The total amount to be paid to Hamburg-Amerika Line is $20,755.50.

The Norddeutscher Lloyd submit the following bill for board and lodging of overbooked passengers: 14768

3) *"Supplement to Compensation-Note (G. No. 1094).*

Expenses for board and lodging of 1603 steerage passengers overbooked for s. s. 'Grosser Kurfürst,'

10/11 off Newyork and transferred to s. s. "Pennsylvania."

12/11 off Newyork. (G. No. 1051.)

2 days a $1.50 per each passenger = $2404.50."

The difference of 1603 (1573/1, 60/2) in this bill against 1594 (1564/1, 60/2), in the above bill No. 1 is explained by 9 steerage-passengers on the "Pennsylvania" having been transferred to third class. The 14769 number of 1603 passengers for which board & lodging was paid is correct.

The parties will please remit the following amounts:

	%	To Hamburg-Amerika Linie $	To Norddeutscher Lloyd $
Anchor Line	3.74	776.26	89.93
Cunard Line	14.42	2992.94	346.73
Hamburg-America L.	12.02	2494.81	289.02
Holland-Amerika L.	5.82	1207.97	139.94

14770 *Defendants' Exhibit 470*

Norddeutscher Lloyd	17.72	3677.87	426.08
Red Star Line	8.18	1697.80	196.69
White Star Line	14.77	3065.59	355.15
American Line	8.32	1726.86	200.05
Dominion Line	1.43	296.80	34.38
Cie. Gle. Transatlantique	4.88	1012.87	117.34
Austro-Americana	1.84	381.90	44.24
Russian American L.	2.95	612.29	70.93
Skand. American Line	3.91	811.54	94.02
	100.00	$20755.50	$ 2404.50

14771 Respectfully,

Defendants' Exhibit 470.

G. No. 1101.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

14772 Jena, December 30th, 1910

To the Parties:

Uranium S. S. Co. (G. No. 1097.)

S. S. "Uranium" sailed Thursday 29th instant from Rotterdam with 388 steeragers of which 84 for Halifax und with 23 cabin passengers of which 3 for Halifax.

Respectfully,

Defendants' Exhibit 471.

14773

G. No. 1102.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address.
"Secretair," Jena.

Jena, December 30th, 1910.

To the Parties:

In circular letter G. No. 1096 the parties will please correct on page one the number of passengers booked at $24 to Rotterdam viz 242/1, 17/2=250 1/2 instead of 242/1, 18/2=251. The compensation payments remain unchanged.

14774

Respectfully,

Petitioner's Exhibit 1648.

G. No. 1103.

ATLANTIC CONFERENCE.

Secretary's Office
Telegraph Address:
"Secretair," Jena.

14775

Jena, December 31st, 1910.

To the Parties:

The Holland America Line inform me that they have Selected S. S. "Amerika" January 5th from New York as opposition steamer against S. S. "Campanello" leaving the same day.—The rate has been fixed at $26.— less $2.— commission.

Respectfully,

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1916.

No. 389.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 16, 1914.

File No. 24528.

TERM No. 382.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 22, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 10.

DEFENDANTS' EXHIBITS.

ADDENDA.

Pages 4927-5176.

(24446 and 24528)

In Error.

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioners-Appellants,

vs.

[illegible],

Defendants-Appellees.

DEFENDANTS' EXHIBITS.

ADDENDA.

VOLUME I.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

EXHIBITS.

VOLUME X.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Defendants' Exhibit 2.

14779

Defendants' Exhibit 2 appears on page 820 of the testimony.

Defendants' Exhibit 3.

Translation.

Bremen, July 18, 1910.

Messrs. Oelrichs & Co.,
New York.

14780

III. Class Rate George Washington.

We have decided to reduce the III Class Eastbound Rate for above steamer, which, at your advice was increased to $40, to $38 again, in order to compete better with the competition of the Hamburg boats, which carry rates of $37 and $38. We hope that we will then again be able to count on full engagements.

We await your acknowledgment of receipt and remain

Respectfully,

N. G. L.

14781

14782 **Defendants' Exhibit 4.**

Translation.

Per "Lusitania."

New York, July 26, 1910.

North German Lloyd,
Steerage Dept.,
Bremen.

We acknowledge receipt of your favor of the 18th inst. and will accordingly reduce the III Class east-
14783 bound rate for SS "George Washington" from $40 to $38.

During the high season we would undoubtedly have always been able to fill the III Cabin on this steamer at the higher rate of $40 from here, but during the dull season it no doubt is advisable to reduce the price somewhat, in order to keep step with the Hamburg steamers.

Respectfully,
OELRICHS & CO.

14784

Defendants' Exhibit 18. 14785

TENTH ANNUAL REPORT

of the

BOARD OF DIRECTORS

of

THE CANADIAN NORTHERN RAILWAY COMPANY

For the Year ended 30th June, 1912 14786

CANADIAN NORTHERN RAILWAY COMPANY.

Board of Directors

Sir William Mackenzie	Toronto, Ont.
Sir Donald Mann	" "
Mr. Z. A. Lash, K. C., LL.D.	" "
Mr. Ferderick Nicholls	" "
Mr. R. M. Horne-Payne	London, Eng.

General Officers 14787

Sir William Mackenzie	President
Sir Donald Mann	Vice President
Mr. D. B. Hanna	Third Vice President
Mr. Z. A. Lash, K. C., LL.D.	Senior Counsel
Hon. F. H. Phippen, K. C.	General Counsel
Mr. W. H. Moore	Secretary
Col. A. D. Davidson	Land Commissioner
Mr. M. H. MacLeod	General Manager
Mr. Geo. H. Shaw	General Traffic Manager

14788 *Defendants' Exhibit 18*

Mr. C. E. Friend	General Auditor
Mr. L. W. Mitchell	Treasurer
Mr. J. D. Morton	Assistant Comptroller

London (England) Offices

Bond Court, Walbrook, London, E. C.

Mr. R. M. Horne-Payne	Director representing the Company in Europe
Mr. H. W. Harding	Local Secretary
Mr. Scott Griffin	European Railway and Steamship Manager.

14789

CANADIAN NORTHERN RAILWAY COMPANY

Tenth Annual Report of the Directors

Submitted to the Shareholders of the Company at the Annual General Meeting Held at the Company's Offices in Toronto on Wednesday, the 23rd Day of October, 1912.

To the Shareholders:

14790 The result of the Company's operations for the fiscal year ended 30th June, 1912, are as follows:

Gross Earnings.	
From Passenger Traffic	$ 3,434,140.81
From Freight Traffic	15,567,998.17
From Express, Mail, Telegraph, Dining and Sleeping Cars, Interest and profits from Elevators and other Subsidiary Companies and Investments	1,857,954.65
	$20,860,093.63

Defendants' Exhibit 18

14791

Working Expenses (including Taxes &c.),	$14,979,048.52
Net Earnings	$5,881,045.11
Deduct:	
Fixed Charges (per statement, page 17)	4,630,844.12
Surplus	$1,250,200.99
From this Deduct Interest at 5% per annum paid on Income Charge Convertible Debenture Stock outstanding	674,804.11
Net Surplus for the year	$ 575,396.88

14792

The Gross Earnings show an increase of $4,499,381.24 or 27.50 per cent, and in Net Earnings of $890,698.29, or 17.85 per cent, over the preceding year.

The Working Expenses were 73.82 per cent of the Gross Earnings of the Railway proper and 71.81 per cent, including Taxes, of the Gross Earnings from all sources, compared with 72.59 per cent and 69.50 per cent respectively last year.

14793

During the year over 586 miles of newly constructed tracks were added to the System, the average mileage operated being 3,888 miles.

The classified table of freight carried again reflects a substantial development of the industrial and argricultural resources of the country served by your Railway. The statistics covering grain, including the figures representing flour shipments, show a total movement of over sixty million bushels, or approximately 32 per cent of the total inspected crop of Western Canada. This shows a notable advance over any previous year, and is a reliable indication of the productiveness of the territories your Directors have selected.

14788 *Defendants' Exhibit 18*

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14794 *Defendants' Exhibit 18*

An increase of 120 per cent in the total bulk of commercial coal carried is also remarkable, the figures being 804,803 tons moved this year, compared with 370,-161 tons for the previous twelve months. This increase is indicative of the growth of the coal mining industry in Western Canada, which, upon the completion of the extensions of your Railway now being constructed in the larger coal areas, will receive an even greater stimulus. There is also a further indication of the prosperous extension of the cities, towns and settlements along the lines of your Railway, as
14795 shown by the increase of 48 per cent over last year in the amount of building materials carried by your Railway during the year.

Land sales during the year were 55,111 acres for $836,084.37, an average of $15.17 per acre, compared with 279,151 acres for $3,345,498.73, an average of $12.00 per acre, the preceding year. The reduction in sales is substantial, but your Directors, recognizing that the value of productive acreages in Western Canada is assured, and being desirous of, as far as possible, selling to settlers only, have not pressed the sale of your Company's lands. On the other hand, they have adopted an aggressive policy of colonizing the free lands offered by the Dominion Government
14796 in territories adjacent to your Railway. Two million four hundred and seventy-nine thousand acres of these lands were entered upon by settlers during the year, of whom a largely increased number were a most desirable class of British emigrants.

The operation of the Royal Line of Steamships continues to vindicate the wisdom of engaging in the Atlantic trade. The increasing popularity of the route emphasizes the necessity for extending the service so that the Company may take the full benefit of the business controlled by its organization. The negotiations referred to in the previous Annual Report, having

Defendants' Exhibit 19a

14977

The plaintiff joined the purchasing combination established by the defendant and procured goods through the latter from various firms; the defendant had assumed towards these firms the *del credere* up to a certain amount (that is to say had guaranteed these firms payment by the plaintiff). As compensation the plaintiff had to pay a commission of three per cent to the purchasing combination. After the plaintiff had paid the credits allowed defendant, the latter dissolved his business connection with that combination and entered into direct relations with the said firms. This business connection was dissolved at the instigation of
14978
the defendant because the latter put the firms making the deliveries to the alternative of either continuing business with him or of not delivering to plaintiff.

The plaintiff claimed in the suit that the conduct of the defendant violated *bonos mores,* as defendant solely intended to damage him; that such purpose was realized by defendant because plaintiff had to look for other sources of supply and that he could only obtain credit from them gradually.

The Court says:

> "The appellant urged error (in the court appealed from), regarding the meaning of *bonos mores;* if the defendant, as the court appealed
> 14979
> from correctly held, had a legal right to establish the firm of R. B. in Fr., then a further examination of his different business motives appeared irrelevant, and if the act of the defendant in itself did not violate *bonos mores,* then his act could not become unlawful by reason of his alleged represensible motive of conduct, viz: according to the opinion of the court appealed from, his controlling desire for revenge.

14980 *Defendants' Exhibit 19a*

"The appeal is justified. According to the facts found by the court below a conduct against *bonos mores* on the part of the defendant cannot be assumed. The court below does not overlook that the defendant pursued his own legal right, if after terminating the commercial relations with plaintiff he entered into connections with another firm in Fr. and received the latter into the purchasing combination, in order to make the same profit in the future as he had made through the former
14981 connections. * * * The successful exercise of individual commercial rights as a rule will be connected with damage to the competitors and knowledge of such injury alone cannot justify the assumption that the exercise of such right violates *bonos mores*. No objections, therefore, can be raised against the method employed by the defendant. It is true, according to the opinion of the court below, that the defendant in his procedure was also actuated by an immoral motive, namely by the intention arising from a sentiment of revenge to damage plaintiff, but such motive, however strongly it may have influenced the defendant,
14982 cannot turn the scale, in view of the exercise of a legal right. If an act is permissible and not illegal and if it is done in pursuance of a lawful right, then the act does not become a violation of *bonos mores*, if at the same time it is influenced by an immoral motive."

Defendants' Exhibit 19a 14983

Decision of June 7, 1910, by the Second Civil Division of the Imperial Court, in the Matter of Earthenware Industry W. (Plaintiff) against Wurttemberg Business Agency for Roof Tiles (corporation with limited liability), (Defendant). Vol. 73, Imperial Court Decisions, pp. 429-434.

(Head-note)

1. Influence of the illegality of an arbitration provision in articles of association of a cartel organized in the form of an association with limited liability. 14984

2. Limits of the liability of a member of the cartel association; especially exclusion of the right to withdraw.

The Articles of the Association of January 25th, 1905, provided that the combination, through a corporation, shall have the sole sale of roofing materials, with the exception of certain articles, and also the right to manufacture the same alone within certain Wurttemberg districts, and that it shall buy the roofing materials from the associates on the basis of certain percentages. The purchasing prices and selling prices are to be fixed every year by the associates. However, the 14985
selling prices may be changed at any time by the directors. The associates are forbidden, under penalties, to themselves sell roofing material within the territory exempted. On this basis, the by-laws of the company contain detailed provisions in reference to the fixing of prices, the acquisition of property, the accounting between the members, the adjustment of surplus deliveries, regarding the refusal of delivery, times of delivery, etc.

In Article 63 of the articles of association it was provided that the directors or a commission delegated

14986 *Defendants' Exhibit 19a*

by them should, as an arbitration court, decide all controversies.

The plaintiff brought suit against the defendant asking the Court to adjudge that certain obligations imposed in articles 39 to 63 of the articles of association became extinct by its notice of withdrawal.

The Court says:

> "Defendant's demand is based on the allegation that a cartel could not be organized as an association with limited liability; that the articles 39 to 63 should be adjudged void because
14987 their not being restricted in time was violative of *bonos mores;* * * * that the article 63, especially violates further the principle that a party could not be judge in its own matter; that if article 63 is void, then as a matter of course the entire articles of association are void according to article 139 of the Civil Code.
>
> * * * * *
>
> "The invalidity of the arbitration provision and therefore of article 63 of the articles of association has been adjudicated in the Court below. * * * The arbitration provision of article 63 does not belong to the essential pro-
14988 visions of the articles of association and therefore the latter are not affected by this article.
>
> "The Court below denies that the articles of association violate *bonos mores;* for an illegal restriction of the members could not be found in the articles; all single provisions are such as the purpose of the cartel necessarily carries with it. The restrictions to which the members had subjected their business are in correct proportion with the advantages derived from their combination. That no right of withdrawal is allowed to the associates is consonant with an

STATEM

	June 30th, 1912.		
	To Operating Expenses		$14,794,463.5
	Taxes Railway		106,899.0
	Taxes on Company's Lands		77,685.9
	Interest on Bonds, etc.:		
	Consolidated Debenture Bonds, guaranteed by the Government of Manitoba	$ 487,010.54	
14813	Ontario Division Debenture Bonds, guaranteed by the Government of Manitoba	230,699.46	
	Winnipeg Terminal Bonds, guaranteed by the Government of Manitoba	120,000.00	
	Three per cent Debenture Stock, guaranteed by the Dominion of Canada	280,799.86	
	Three and one-half per cent Debenture Stock guaranteed by the Dominion of Canada	258,405.24	
	Four per cent Debenture Stock, guaranteed by the Government of Manitoba	113,828.49	
14814	Four per cent Debenture Stock guaranteed by the Government of Saskatchewan	236,319.28	
	Four per cent Debenture Stock, guaranteed by the Government of Alberta	89,960.00	
	Consolidated Debenture Stock	1,496,988.82	
	Qu'Appelle, Long Lake and Saskatchewan Ry. four per cent Debenture Stock	202,055.99	
	Qu'Appelle, Long Lake and Saskatchewan Ry. six per cent Bonds	963.60	
	Land Grant four per cent Bonds	163,792.52	3,680,823.80

Defendants' Exhibit 18

STATEMENT OF INCOME ACCOUNT

At 30th June, 1912.

	June 30th, 1911.		
$14,794,463.50	By Balance of Income Account at 30th,		
106,899.05	June, 1911, as per Annual Report ..		$ 5,565,905.32
77,685.97	June 30th, 1912.		
	By Gross Earnings, viz:		
	Passenger Earnings	$ 3,434,140.81	
	Freight Earnings	15,567,998.17	
	Express, Mail and Miscellaneous Earnings	1,857,954.65	
			20,860,093.63

3,680,823.80

Rental of Leased Lines:	
Northern Pacific & Manitoba Railway	225,000.00
Minnesota & Manitoba Railroad ...	13,960.00
Interest on Equipment Securities ...	
Accrued Interest to June 30th, 1912..	459,090.25
Less Accrued Interest to June 30th, 1911, paid during the current year.	304,341.34
Interest at 5% per annum paid on Income Charge Convertible Debenture Stock outstanding	
Balance of Income Account	

Defendants' Exhibit 18

.00	
.00	238,960.00
	711,060.32
.25	
.34	154,748.91
	674,804.11
	5,986,553.29
	$26,425,998.95

By balance to credit of Income Account, June 30th, 1912 .....

14818 *Defendants' Exhibit 18*

ACQUIRED SECURITIES

The Minnesota & Ontario Bridge Co.	
4½ per cent First Mortgage Debenture Bonds	$ 180,000.00
Capital Stock	100,000.00
The Minnesota & Manitoba R. R.	
5 per cent Generai Mortgage Bonds	250,000.00
Capital Stock	400,000.00
The Lake Superior Terminals Co., Limited	
5 per cent Mortgage Gold Bonds....	2,000,000.00
Capital Stock	500,000.00
14819 The Canadian Northern Telegraph Co.	
5 per cent General Mortgage Bonds	800,000.00
Capital Stock	500,000.00
The Winnipeg Land Co., Limited.	
5% First Mortgage Gold Bonds....	300,000.00
Capital Stock	100,000.00
The Canadian Northern Coal & Ore Dock Co.	
5 per cent First Mortgage Bonds ..	437,000.00
The St. Boniface & Western Land Co.	
5 per cent First Mortgage Bonds..	750,000.00
Capital Stock	250,000.00
The Edmonton & Slave Lake Railway Co.	
14820 5 per cent First Mortgage Bonds..	420,000.00
The Canadian Northern Prairie Lands Co.	
Capital Stock	483,393.55
The Canadian Northern Railway Express Co., Limited.	
4% First Mortgage Gold Bonds, £616,438	3,000,000.00
Capital Stock	1,000,000.00
The Canadian Northern Steamships, Limited.	
5% First Mortgage Debenture Stock, £600,000	2,920,000.00
Capital Stock	2,000,000.00
	$16,390,393.55

Defendants' Exhibit 18 14821

DETAIL OF FIXED CHARGES FOR YEAR ENDED 30TH JUNE, 1912

Guaranteed as to Principal and Interest by the Dominion Government of Canada

Amount	Date of Issue	Annual Charge
3 % Stock, £1,923,287	29th July, 1903	$280,799.86
3½% Stock, £1,622,586*		258,405.24

Guaranteed as to Principal and Interest by the Government of Manitoba

4% Bonds, £2,497,800	30th June, 1904	$487,010.54
4% Bonds, £1,180,600	30th September, 1901	230,699.46
4% Bonds, £ 616,438	(Winnipeg Terminals)	120,000.00
4% Bonds, £ 587,671	1st March, 1910	113,828.49

14822

Guaranteed as to Principal and Interest by the Government of Saskatchewan

4% Stock, £1,625,000*	18th May, 1909	$236,319.28

Guaranteed as to Principal and Interest by the Government of Alberta

4% Stock, £1,122,945*	10th June, 1909	$ 89,960.00

FOUR PER CENT PERPETUAL CONSOLIDATED DEBENTURE STOCK

£7,690,011*	$1,496,988.82

14823

QU'APPELLE GUARANTEED FOUR PER CENT 30 YEAR MORTGAGE DEBENTURE STOCK

£1,037,972	17th October, 1906	$202,055.99
£ 6,600*	(Six Per cent First Mortgage Bonds, 1911)	963.60

FOUR PER CENT LAND GRANT BONDS

£830,200	15th February, 1909	$163,792.52

LEASED LINES

Northern Pacific and Manitoba Railway	$ 225,000.00
Minnesota & Manitoba Railroad	13,960.00
Interest on Equipment Securities	711,060.32
	$4 630,844.12

*For part of year only.

Defendants' Exhibit 18

GROSS EARNINGS, OPERATING EXPENSES AND NET EARNINGS

Compared with Previous Fiscal Year

Gross Earnings

Per Cent.	1911	Class	1912	Per Cent.
17.54	$ 2,869,677.05	Passenger	$ 3,434,140.81	16.46
73.05	11,951,993.75	Freight	15,567,998.17	74.63
00.54	88,008.53	Mails	112,177.63	00.54
01.64	268,445.11	Express	466,157.11	02.24
07.23	1,182,587.95	Miscellaneous	1,279,619.91	06.13
100.	$16,360,712.39	Total	$20,860,093.63	100.

Operating Expenses

Per Cent.	1911	Class	1912	Per Cent.
20.77	$ 2,362,004.23	Maintenance of Way & Struct's	$ 2,608,866.45	17.42
19.50	2,216,841.91	Maintenance of Equipment	3,262,727.41	21.78
02.32	263,542.95	Traffic Expenses	360,474.34	02.41
51.71	5,879,357.71	Transportation Expenses	8,013,252.78	53.49
05.70	648,618.77	General Expenses	733,727.54	04.90
100.	$11,370,365.57	Total	$14,979,048.52	100.

Summary of Earnings and Expenses

Per Cent.	1911	Class	1912	Per Cent.
	$16,360,712.39	Gross Earnings	$20,860,093.63	
69.50	11,370,365.57	Operating Expenses	14,979,048.52	71.81
30.50	4,990,346.82	Net Earnings	5,881,045.11	28.19
100.				100.

Defendants' Exhibit 18

1485

DESCRIPTION OF FREIGHT CARRIED

		For Year Ended June 30		
		1912	1911	1910
Flour	Sacks (100 lbs. ea.)	2,854,136	2,215,094	1,789,768
Grain	Bushels	53,441,149	40,249,939	37,355,010
Live Stock (all kinds	Head	188,669	137,295	123,635
Logs and Lumber	Feet	405,395,000	324,221,000	294,647,000
Firewood	Cords	227,030	210,625	189,535
Coal	Tons	804,803	370,161	282,718
Immigrants' Effects	Cars	5,154	5,644	5,068
Building Material (Lime, Stone, Brick, Sand, etc.)	Cars	53,425	36,328	21,758
Miscellaneous	Tons	1,203,887	1,170,964	989,783

1482

EARNINGS, EXPENSES AND NET EARNINGS

From July 1, 1902, to June 30, 1912.

Year	Average Miles Operated	Earnings	Expenses	Net Earnings
1902-03	1,276	$ 2,449,579.33	$ 1,589,293.47	$ 869,285.86
1903-04	1,349	3,242,702.69	2,120,772.43	1,121,930.26
1904-05	1,586	4,190,211.96	2,644,729.64	1,545,482.32
1905-06	2,064	5,903,755.61	3,674,732.85	2,229,022.76
1906-07	2,509	8,350,198.08	5,424,163.65	2,926,034.43
1907-08	2,866	9,709,462.71	6,676,775.82	3,032,686.89
1908-09	3,013	10,581,767.93	7,015,405.76	3,566,362.17
1909-10	3,179	13,833,061.63	9,488,671.60	4,344,390.03
1910-11	3,383	16,360,712.39	11,370,365.57	4,990,346.82
1911-12	3,888	20,860,093.63	14,979,048.52	5,881,045.11

1482

Defendants' Exhibit 18

PER MILE OPERATED

Year	Average Miles Operated	Earnings	Expenses	Net Earnings
1902-03	1,276	$1,918.23	$1,244.55	$673.68
1903-04	1,349	2,402.71	1,571.40	831.31
1904-05	1,586	2,641.37	1,667.55	973.82
1905-06	2,064	2,860.34	1,780.39	1,079.95
1906-07	2,509	3,328.09	2,161.88	1,166.21
1907-08	2,866	3,387.81	2,329.65	1,058.16
1908-09	3,013	3,512.04	2,328.38	1,183.66
1909-10	3,179	4,351.39	2,984.80	1,366.59
1910-11	3,383	4,836.15	3,361.03	1,475.12
1911-12	3,888	5,365.25	3,852.64	1,512.61

PASSENGER, FREIGHT AND MISCELLANEOUS STATISTICS

COMPARED WITH PREVIOUS FISCAL YEAR.

	1912	1911	Increase or Decrease	Per Cent.
PASSENGER TRAFFIC.				
Passengers carried (Earning Revenue)	1,681,760	1,394,361	287,399	20.61
Passengers carried one mile	158,400,017	113,506,430	44,893,587	39.55
Passengers carried one mile per mile of Road	40,741	33,552	7,189	21.43
Average distance carried	94.18	81.40	12.78	15.70
Total Passenger Revenue ....$	3,349,317.00	2,756,415.06	592,901.94	21.51
Average amount received per passenger ....$	1.99.16	1.97.68	1.48	.75
Average amount received per passenger per mile....Cts.	.02.115	.02.428	*d* .00.313	12.89
Total Passenger Train Earnings..$	4,012,475.55	3,226,130.69	786,344.86	24.37
Passenger Train Earnings per Train mile ....$	1.21.074	1.17.116	.03.958	3.38

COPY BOUND CLO

Defendants' Exhibit 18

14833

FREIGHT TRAFFIC					
Revenue Tons carried	5,970,449	4,675,405		1,295,044	27.70
Revenue Tons carried one mile	2,024,003,946	1,385,711,579		638,292,367	46.06
Revenue Tons carried one mile per mile of Road	520,577	409,610		110,967	27.09
Average distance haul of one Ton	339.00	296.38		42.62	14.38
Total Freight Revenue $	15,337,533.95	11,768,493.37		3,569,040.58	30.33
Average amount received for each Ton of Freight $	2.56.891	2.51.711		.05.180	2.06
Average Revenue per Ton per mile Cts.	.00.758	.00.849	*d*	.00.091	10.72
Total Freight Train Earnings $	15,567,998.17	11,951,993.75		3,616,004.42	30.25
Freight Train Earnings per Train mile $	2.37.492	2.66.112	*d*	.28.620	10.75
PASSENGER AND FREIGHT ETC.					
Gross Earnings per mile of Road $	5,365.25	4,836.15		529.10	10.94
Operating Expenses per mile of Road $	3,852.64	3,361.03		491.61	14.63
Net Earnings per mile of Road $	1,512.61	1,475.12		37.49	2.54
Amount required per mile of Road to pay Fixed Charges, including Leased Lines $	1,008.17	993.57		14.60	1.47
TRAIN MILEAGE					
Mileage of Passenger Trains	3,314,063	2,754,634		559,429	20.31
Mileage of Freight Trains	6,555,157	4,491,345		2,063,812	45.95
EXPENSES PER TRAFFIC TRAIN MILE.					
Maintenance of Way and Structures Cts.	26.44	32.60	*d*	6.16	18.89
Maintenance of Equipment Cts.	33.06	30.59		2.47	8.07
Traffic Expenses Cts.	03.65	03.64		.01	.27
Transportation Expenses Cts.	81.19	81.14		.05	.06
General Expenses Cts.	07.43	08.95	*d*	1.52	16.98
Total $	1.51.77	1.56.92	*d*	5.15	3.28

14834

14835

CLOSE IN CENTER

14836 *Defendants' Exhibit 18*

SUMMARY OF EQUIPMENT.

	At 30th June		
	1912	1911	1910
Locomotives	430	398	372
Sleeping and Dining Cars ..	64	50	43
Passenger Coaches	307	226	203
Baggage and Mail and Express Cars	99	90	79
Business Cars	14	11	11
Freight, Refrigerator and Stock Cars	18,675	14,778	11,735
Conductors' Vans	257	231	184
Boarding, Tool, Auxiliary Cars, Steam Shovels and Snow Equipment	594	481	416

14837

MILES OF RAILWAY.

The total number of miles of railway owned and operated, including leased lines, at the close of the fiscal year ended 30th June, 1912, was 4,316.62 miles, made up as follows:

14838

CENTRAL DIVISION.

District No. 1.

Port Arthur to Paddington	435.10	
Twin City Junction to North Lake .	73.30	
Emerson Junction to South Junction	72.70	
		581.10

District No. 2.

Winnipeg Terminal Track in Terminal Yards, Union Station	10.49	
Winnipeg Terminals—Paddington to Woodward Ave. (Main Line) ..	3.80	

Defendants' Exhibit 18 14839

Winnipeg Transfer Tracks	5.61	
Portage Junction to Emerson Junction	62.00	
Morris to Somerset	62.20	
St. James to Gypsumville	156.70	
Greenway to Adelpha	51.80	
Woodward Avenue to Dauphin	176.10	
Delta Junction to Delta	14.80	
Totogan Junction to Totogan	1.80	
Oakland to End of Steel	32.70	
Brandon Junction to Carberry Junction	22.90	14840
Rossburn Junction to Ross Junction	190.60	
Hallboro' to Beulah	75.00	
Paddington to Bird's Hill	8.70	
Neepawa Junction to Neepawa	33.10	
Neepawa to McCreary Junction ...	37.30	
Carman Junction to Belmont	118.50	
Ochre River to End of Steel	15.00	
	1,079.10	
District No. 3.		
Arizona Junction to C. N. Junction.	298.80	
Maryfield to Radville	139.80	
Luxton to Beinfait	16.30	
M. & B. Junction to Hartney Junction	38.00	14841
Belmont to Virden	90.90	
	583.80	
Forward	2244.00	

WESTERN DIVISION.

District No. 1.		
Dauphin to Humbolt	247.30	
North Junction to Prince Albert ...	360.50	
Siften Junction to Winnipegosis ...	20.70	
Thunder Hill Junction to Preceville	72.10	
Hudson Bay Junction to Le Pas ...	87.50	
	788.10	

14842 *Defendants' Exhibit 18*

District No. 2.

Regina to East Prince Albert	249.30	
Saskatoon to Alsask	169.80	
Prince Albert to Blaine Lake	64.00	
Shellbrook to Big River	56.50	
Delisle to McRorie	45.80	
		585.40

District No. 3.

Humbolt to Edmonton	401.90	
Dalmeny to Laird	27.80	
North Battleford to Edam	38.30	
14843 Edmonton Junction to Morinville	21.50	
Edmonton to Stony Plains	21.00	
Vegreville to Drumeller	173.40	
Battleford to Battleford Junction	8.00	
Strathcona to Edmonton (E. Y. & P.)	7.22	
		699.12
		4,316.62

LOCATED AS FOLLOWS:

Province of Ontario	356.60	
Province of Manitoba	1,758.25	
Province of Saskatchewan	1,718.75	
14844 Province of Alberta	394.82	
Territory of Keewatin	44.50	
State of Minnesota	43.70	
		4,316.62

Average mileage operated for fiscal year, 3,888 miles.

Defendants' Exhibit 19. 14845

REPORT

on inspection of PREMISES, BOND COURT HOUSE

FROM OUTSIDE

FIRST FLOOR

4 Windows	3 Windows
White letters	Nothing on

Canadian
Northern
Railway
Company

14846

No names on any other windows

Large name plates at Entrance on each side with the words:

CANADIAN
NORTHERN
RAILWAY
COMPANY

and one with the words VIVIAN & SON.

BOND COURT HOUSE

NAMES IN PORCH

RIGHT HAND SIDE

14847

FIRST FLOOR

Canadian Northern Railway Company
Inverness Railway & Coal Company
Canadian Northern Ontario Railway Company
Canadian Northern Quebec Railway Company
Qu'Appelle Long Lake & Saskatchewan Railroad and Steamboat Company
Canadian Northern Steamship Limited
Western Dominion Collieries Limited

14848 *Defendants' Exhibit 18*

SECOND FLOOR

VIVIAN & SONS

THIRD FLOOR

The Uranium Steamship Company Ltd.
Canadian Northern Railway Company
(Accountants' Department)

GROUND FLOOR

Canadian Northern Railway Company
(Publicity Department)

14849 LOWER GROUND FLOOR

Left Hand side of Porch

FIRST FLOOR

Canadian Northern Railway Company
Inverness Railway & Coal Company
Canadian Northern Ontario Railway Company
Canadian Northern Quebec Railway Company
Qu'Appelle Long Lake & Saskatchewan Railroad and Steamboat Company
Canadian Northern Steamship Limited
14850 Western Dominion Collieries Ltd.

SECOND FLOOR

VIVIAN & SONS

THIRD FLOOR

The Uranium Steamship Company Ltd.
Canadian Northern Railway Company
(Accountants' Department)

GROUND FLOOR

LOWER GROUND FLOOR

Defendants' Exhibit 19 14851

BOND COURT HOUSE

INSIDE

GROUND FLOOR

Swing Panel Door with words CANADIAN NORTHERN RAILWAY COMPANY—PUBLICITY DEPARTMENT

FIRST FLOOR

Large Glass Doors with words CANADIAN NORTHERN RAILWAY COMPANY

14852

On left-hand side of large glass doors

Canadian Northern Railway Company
Canadian Northern Ontario Railway Company
Canadian Northern Quebec Railway Company
Qu'Appelle Long Lake & Saskatchewan Railroad and Steamboat Company
Duluth Winnipeg & Pacific Railway Company
Canadian Northern Steamship Limited
Inverness Railway & Coal Company
Western Dominion Collieries Ltd.

THIRD FLOOR

GLASS PANEL DOOR on right with words CANADIAN NORTHERN RAILWAY COMPANY 14853

LARGE PICTURE in PORCH

left-hand side

ROYAL LINE

CANADIAN NORTHERN STEAMSHIPS "Royal Edward" "Royal George" Each vessel 12,000 Tons Gross Bristol to Quebec Montreal
CANADA welcomes the New Steamship Line

14854 *Defendants' Exhibit 19a*

OFFICES

Bristol 65 Baldwin St.
Liverpool, Exchange Buildings
London Bond Court House, Walbrook
" West End, 65 Haymarket
Birmingham, 141, Corporation Street

1 New Court,
Lincoln's Inn,
Solicitors.

14855

Defendants' Exhibit 19a.

Decision of June 25th (also referred to as of July 5th), 1890, by the First Civil Division of the German Imperial Court (Reichsgericht), in the Matter of M. S. M. (Plaintiffs) against M. and others (Defendants). Vol. 28 Imperial Court, Decisions, pp. 238-251.

(Head-note)

14856 Measures taken by a combination of traders for the purpose of excluding a person in the same trade from all association with the members of the combination until his submission to certain principles adopted for the doing of business, and of publicly designating him as excluded. Is a liability thereby created to make good the damage thereby caused?

One of the plaintiffs was a member of the combination, the German Booksellers' Association at Leipzig, until 1888. He resigned because he would not submit to the new by-laws. The new by-laws, adopted in the year 1888, made it compulsory upon each member to

14857

comply with the terms regarding rebates in sales adopted by the association, and prohibited the sale to members or non-members who did not comply with such conditions. After he had ceased to be a member of the association, the plaintiff began to allow a larger rebate to his customers than was admissible under the rules of the association. The association thereupon requested its members by circular to cease furnishing books to the plaintiff. The plaintiff was also included in a list published in the association's Journal, containing the names of booksellers put under a ban on similar grounds, and the members of the association were told that, in the event of their furnishing any books to the plaintiff, they would also be included in the black list. The suit for damages was dismissed by the two lower courts. The Imperial Court reversed the judgment of the lower courts and ordered a new trial.

14858

The Imperial Court admits that the purposes of the association of the book dealers regarding rebates are perfectly lawful, and not subject to any objections, and justified by the historical development of the book trade in Germany. It is a different thing, however, the Court says, to forbid the members generally to sell under any circumstances to plaintiff. If it was absolutely impossible for plaintiff to buy books, then plaintiff could not sell the same any more. Such conduct cannot be considered lawful.

14859

In regard to the legality of the purposes of the association, the Court says:

> "In the first place, it seems in point to deal with certain allegations made on behalf of the plaintiff according to which it would appear that the very object of the association, consisting in the imposition on all members of the trade of fixed rules as to the rebate to be al-

lowed to customers, was in itself an unlawful interference with the free formation of prices to which the customers were entitled, as well as a restriction on the freedom of trade, and therefore constituted a violation of public order and was an act *'contra bonos mores,'* and that the Association was in the nature of a 'ring.' In answer to these allegations it is necessary to point out that they might be relevant if there had been an association of persons, who, for their speculative purposes, had as their object
14861 the command of the market for a particular kind of goods and the hemming in of the free action of economic forces, which might operate against such purposes. But such combinations must be kept entirely apart from associations of persons in the same trade who, in good faith, co-operate for the purpose of preserving the vitality of such trade, by preventing the depreciation of the products of such trade, and the other disadvantages arising from mutual underbidding. It does not follow from the principle of the freedom of trade that the free play of economic forces is to be unassailable, to the
14862 extent of making it unlawful for traders to attempt any regulation of the operation of these forces by means of associated self-help, or to restrain each other from acts deemed to be harmful to the common cause."

Defendants' Exhibit 19a 14863

Decision of February 4, 1897, by the Sixth Civil Division of the Imperial Court, in the Matter of B. (Defendant) at the suit of the Saxon Wood Pulp Manufacturers Syndicate (Plaintiff). Vol. 38 Imperial Court Decisions, pp. 155-162.

(Head-note)

Combination of trades people for the purpose of obtaining and preserving adequate prices for their trade production.

Are restrictions, to which the members submit by the by-laws of the combination in reference to the carrying on of their trade, valid, considering the principle of freedom of trade, and can penalties be recovered, by suit, which a member is alleged to have forfeited by transgressing the restrictions imposed by the by-laws on his trade? 14864

Are the members entitled by law to resign from the combination at any time, contrary to the provisions of the by-laws?

In March, 1893, a large number of traders organized the above named association for the purposes of "preventing in the future destructive competition of the manufacturers between themselves, and to obtain an adequate price for their manufactures." For such purpose the members, under penalty, agreed to sell their manufactures exclusively through a common selling agency. The association was to continue at least until October 31, 1895. 14865

The combination sued a member for the payment of the penalty alleged to have become due on account of the fact that the defendant sold his manufactures directly to other paper factories, instead of through the common selling agency. The defense of the invalidity of the agreement, as being contrary to the prin-

14866 *Defendants' Exhibit 19a*

ciple of freedom of trade, was overruled. The Court says:

"The association now suing, as is expressly stated in the articles of association and not denied by the parties, has been organized to prevent, in the future, destructive competition between the Saxon Wood Pulp Manufacturers and to make possible the obtaining of higher prices than could be obtained from unrestricted competition. Regarding the question whether a combination pursuing such objects violates
14867 the principle of freedom of trade expressed in the Trade Law, two points of view are to be considered: *First*, whether, by a combination of trade people for the purpose of maintaining certain minimum prices for their products, the intentions of the legislator, in so far as he desires to further the interests of the community by liberty of trade, are not militated against in an inadmissible manner; *Second*, whether by agreements of the kind in question, the individual freedom of a person is limited in a manner violating the intention of the legislator.

"The first question has repeatedly been an-
14868 swered in the affirmative, especially outside of Germany (citing text-writers), but, on the other hand, the following must be considered.

"If in a given trade the prices of the manufactures are sinking too low, and if thereby the profitable carrying on of the trade is prevented or endangered, then the crisis thereby created is not only pernicious to the individual, but also to the economical status of the people in general, and it is therefore in the interests of the community that prices in a given trade shall not permanently be inadequately low. The legis-

latures accordingly have often, and also recently, attempted to increase the prices of certain productions by the introduction of protective tariffs. Therefore, it cannot be stated unqualifiedly and generally, that it is contrary to the interests of the community, if manufacturers in a particular trade combine in order to prevent underbidding and the sinking of the prices of their product, or to moderate the same. If prices in fact are continuously too low, so as to threaten the manufacturers with economical ruin, their combination is not only 14870
a justified exercise of their right of self-preservation, but also a measure serving the interests of the community, and therefore, from different quarters, the formation of syndicates and cartels of the kind in question have been referred to as a means, which, if properly applied, is especially suitable to be of benefit to the entire community, by preventing uneconomical and wasteful overproduction and the catastrophes resulting therefrom (citing text writers).

"In accordance therewith, it has been held repeatedly in the past by German and other courts that it does not violate the principle of 14871
freedom of trade, so far as the same is intended to protect the interests of the community against the self interest of the individual, if people in the same trade combine together to pursue, in good faith, the purpose of keeping a certain trade in a condition to live, by protecting their products against their becoming valueless, and the other disadvantages which result from underbidding by individuals (citing various decisions of state courts of appeal (Oberlandesgerichts), and the decision by the

14872 *Defendants' Exhibit 19a*

Imperial Court of June 25, 1890, vol. 28, p. 238).

"Agreements of the kind in question can, therefore, from the standpoint of the public interest protecting the freedom of trade, only be objected to, if in a given case objections arise on account of special circumstances, particularly if the agreement is evidently intended to create an actual monopoly and the extortionate exploitation of the consumers, or if such results will in fact be produced by the agreements and manipulations made.

14873 "As far as concerns the second of the questions raised above, the provision of the Trade Law, by which there is guaranteed to every individual the right to carry on his business at his pleasure, in so far as the laws do not specially prescribe or admit of exceptions and restrictions, cannot be interpreted to mean that the individual may not by contract subject himself to any restriction regarding the time, place or manner of the exercise of his trade. That this is not the meaning of Paragraph 1 of the Trade Law has been constantly held by the Imperial Court, by answering the question, whether

14874 agreements prohibiting competition can be legally entered into, in the affirmative, with the restriction that such agreements can only limit the freedom of trade of the individual but not destroy the same forever in all or certain directions.

"The restrictions to which in the case at bar the defendant submitted himself by joining in the agreement of March 22, 1893, are, neither regarding their extent nor regarding the time for which they were entered into, so far-reaching that according to the principles just de-

veloped, a restriction limiting the individual freedom of trade in an inadmissible manner could be spelt out therefrom."

Decision of February 19, 1901, by the Seventh Civil Division of the Imperial Court, in the Matter of the Mine ver H. (Defendant) at the suit of the Rhine-Westphalia Coal Syndicate (Plaintiff). Vol. 48 Imperial Court Decisions, pp. 305-317.

14876

(Head-note)

"In case a number of mine owners, for the purpose of avoiding competition, make an agreement to turn over their production, at a price to be fixed by certain representatives, to a corporation which undertakes its sale, what legal relations arise, first, between the owners of the mines, as an entirety and the stock corporation, and, second, between the latter and the individual mine owners?"

The decision recognizes the legality of the syndicate.

14877

Decision of April 11, 1901, by the Sixth Civil Division of the Imperial Court, in the Matter of Bl. (Plaintiff) against D. A. Steamship Company (Defendant). Vol. 48 Imperial Court Decisions, pp. 114-129.

(Head-note)

Is article 826 applicable to the case where a steamship company in competition with other carriers imposes

14878 *Defendants' Exhibit 19a*

on a business firm interested in the under-price of the adversaries, as a means of compulsion, the exclusion from their general freight tariffs?

"The defendant in September, 1899, made an agreement with a competing group of sailing vessels, in reference to mutual competition in the freight business to Adelaide, Melbourne and Sydney from Hamburg, Bremen and Antwerp, whereby the minimum amount of the freight rates of both parties were fixed. The defendant thereupon extended its freight busi-
14879 ness also to Brisbane.

"As an attempted agreement with the sailing vessels, by which they should entirely give up their freight business to Brisbane, could not be attained, the defendant, by letter of December 11, 1899, informed the plaintiff, who as a forwarding agent brought to the sailing ships important freights, that it was compelled to take measures to secure to itself the said business, including the measure that it would suspend for the firms interested in the Brisbane sailing business and who were adversaries of the defendant the effect of its freight tariffs
14880 for all ports, not only for Hamburg but also for Antwerp; that the defendant was willing to give the plaintiff an opportunity, before such measure was carried out, to confer with the defendant in reference thereto. In a letter of December 27, 1899, the defendant informed the plaintiff that from now on the effect of all its freight tariffs from and to all ports touched by defendant's ships had been suspended both for the Hamburg as well as the Antwerp firms of the plaintiff, directly and indirectly. The plaintiff replied on December 29, 1899, that it would

Defendants' Exhibit 19a 14881

try to bring about an agreement between the plaintiff and the sailing vessels, protesting at the same time against the measures threatened and made effective by the defendant. On January 8, 1900, the plaintiff informed the defendant that it had been instructed by the firm of Wm. Sp. & Co. in Capstadt to load certain goods from Antwerp to Capstadt and asked for communication of the respective freight rates. The defendant answered the same day that for the said goods, if they should be laden for Wm. Sp. & Co., it would charge the tariff rate and added: 14882

"We would however request Sp. & Co. in the future to use another agent and give notice that otherwise we would charge higher rates."

Thereupon the plaintiff on January 11, 1900, protested and requested the withdrawal of the threat made, otherwise it would bring suit for an injunction.

The Court says:

"In Germany, there is a legal compulsion to carry only for railroads (citing statute) but not for land frieght transportation generally and not for ocean freight commerce.

* * * * * 14883

"The standard of the meaning '*bonos mores*' (see Article 138 of the Civil Code) must be taken by the judge from the controlling conception of the people, 'the ethical feeling of all fair and just thinking persons.' In this connection it is not precluded that regard be had to the moral view of a certain circle of the people, if in such view the dominant habits are expressed, for instance in the case at bar the conception of an honorable merchant in commercial intercourse. Herewith, however, is not to be con-

14884 *Defendants' Exhibit 19a*

fused a business practice actually resorted to in commercial intercourse which possibly cannot be considered as a sound habit but rather as a bad one. If therefore the court appealed from designates the measures in question as they are similarly applied every day in free competition, then thereby, not considering the actual correctness of the assumption, the applicability of section 826 of the Civil Code has not been decided. In trade and commerce, especially in the fight of competition, very often manipulations occur which for such reason by no
14885 means can be considered as decent. Especially must article 826 of the Civil Code now give protection against the abuse of the liberty of trade by gainseeking exploitation or by violence towards others.

"The decisive point in the conduct of the defendant lies in the withdrawal of the general freight tariffs as against the plaintiff. This act would be in itself not an unlawful one, as according to the above deductions a legal liability in this respect did not exist for the defendant under the laws in point.

* * * * *

14886 "A rule of compulsory carriage binds the carrier, who holds himself out to the public to carry on certain conditions, to apply the same measure to all interests assigned to him and denies to him the right arbitrarily or for unfair reasons to exclude the individual from the terms of transportation otherwise offered the public. A conduct of the latter kind, may however, where a compulsory duty does not exist, amount to an act against *bonos mores*. Likewise according to the conception of fairness and honesty in commerce prevailing with

14887

us, one will see, in the conduct of a carrier who excludes an individual—or a certain group of individuals—from the tariffs offered generally to the public, a violation against *bonos mores,* in case it is done for unfair competition.

"An unfair competition however would exist if in the case at bar the defendant, solely for the purpose of pushing aside or suppressing competition inconvenient to it, undertook by exceptional tariffs to injure the interests of the competition. * * * That the plaintiff by the exclusion from the benefit of the general tariffs and the charging of rates was injured in his business is in itself apparent."

14888

The Imperial Court reversed the judgment appealed from and sent the case back for a new trial.

Decision of May 29, 1902, by the Sixth Civil Division of the Imperial Court, in the Matter of K. and others (Plaintiffs) against the Enamel Works W. & E. (Defendant). Vol. 51 Imperial Court Decisions, pp. 369- 385.

(Head-note)

14889

Does article 826 of the Civil Code apply, if in a strike the employer requests his fellow traders not to engage the striking workingmen named by him?

Action brought by workmen, who had been put on a "black list" by an employees' association.

The Court says:

"Measures such as stoppage of business or boycott, under certain circumstances, fall within Article 826 of the Civil Code, especially if therewith is connected a defamatory state-

14890 *Defendants' Exhibit 19a*

ment whereby somebody is characterized as personally unworthy of intercourse with a certain circle. The making of a so-called black-list whereby the employment of certain workingmen is advised against, does not necessarily and always contain such a defamatory statement. Above all, the application of Article 826 of the Civil Code to such measures will always depend upon the circumstances of the given case, upon the manner and kind of the influence over the freedom of will of the adversary and of the disadvantages inflicted upon
14891 him. An act which has for its purpose a result totally to undermine the commercial existence of the adversary in the battle for wages, *permanently* to make him breadless and tradeless, must be adjudged differently from a measure only intending to cut off temporarily the adversary, for the duration of the battle for wages, from his possibility of earnings in the given branch of trade, to compel him thereby to give in and to submit to the conditions exacted. A case of the latter and not of the first mentioned kind is presented here according to the findings of the court appealed from, according
14892 to which the defendant, in the first place, desired, by the measure in question and by way of coalition of the employers, to make the striking workmen more pliable to assume work with it; the defendant in the circular requests the other manufacturers to give to it their indirect support in the fight for wages opened against it by the workmen, by not receiving in their employ the workingmen designated by name, who "frivolously desert a good and safe living."

Accordingly it was held that section 826 did not apply.

Defendants' Exhibit 19a 14893

Decision of November 6, 1902, by the Sixth Civil Division of the Imperial Court, in the Matter of H. (Defendant) at the suit of E (Plaintiff). Vol. 53 Imperial Decisions, pp. 19-23.

(Head-note)

Combination of traders for the purpose of obtaining and maintaining adequate prices for their commercial services. Under what condition has an individual member the right to withdraw from the agreement contrary to its provisions.

14894

The parties, together with three others who like themselves carried on the business of loaning scaffolds, on June 27, 1899, entered into a contract whereby each bound himself to the others to charge his customers in an agreed manner a certain price for the loan of scaffolds and not lower prices. Violations, as the contract provided, should be made good by the violators in each individual case by a penalty of 1,000 Marks in favor of the other signers of the contract.

The defendant without doubt repeatedly charged his customers lower prices than provided in the contract. The plaintiff, on each account, asked his share of the penalties forfeited by the defendant. 14895

The Court says:

> "The appellant claimed that the contract was an agreement of association from which the single participant for good reasons could withdraw and that the repeated breach of contract by the others establishes such a justifying ground to withdraw. We cannot concur in such a view as the contract of the parties, viewed from the standpoint of the controlling common law does not fall entirely within the

14896 *Defendants' Exhibit 19a*

meaning of an association. Combinations of traders for the purpose of fixing minimum prices for the customers of the individual participants are not associations within the proper meaning of the word, though their legal character is kindred to them. * * * By a cartel agreement the maintenance of the price cannot be achieved if most of the participants do not live up to the contract. Everyone, who contrary to the contract closes at a lower price, puts those observing the contract in danger of losing their clientele. The danger increases in
14897 the measure in which the number of the violators of the contract increases. And the possibility of a suit to recover the proportionate payment of the contract penalties will not always make up for the threatening economical disadvantages. We must therefore proceed, in the default of the other provisions in the contract, with the assumption that in contracts of the kind in question the individual participant only intended to bind himself in so far and for so long as the obtaining of the desired purpose, from a reasonable interpretation of the facts, has not been rendered impossible by the other
14898 parties to the contract. In the case at bar, if defendant's allegations are true, the other three participants, that is to say the majority, did not live up to the contract and the plaintiff did not wish to overcome this by enforcing the penalty. Then the majority of the parties interested have frustrated the purpose of the association towards the defendant and therefore the defendant had the right on his part to declare his withdrawal.

Defendants' Exhibit 19a 14899

Decision of December 14, 1902, by the Sixth Civil Division of the Imperial Court, in the Matter of the Artistic Union (Plaintiff) against the Exchange Association of German Booksellers (Defendant). Vol. 56 Imperial Decisions, pp. 271-287.

(Head-note)

Does Article 823 or Article 826 of the Civil Code apply, if a combination of traders imposes on persons in the same trade measures directed to inducing the latter to submit to certain rules adopted for the business, by excluding the person violating them 14900
from certain institutions and by refusal to make deliveries or by making it more difficult to obtain the products of the trade.

The defendant association was entered into for the purpose of preventing, in the interests of the German book trade, the allowance of excessive rebates, and imposed in its by-laws the duty upon its members to refrain from publicly offering rebates to the public; to keep, in its sales to the public, the shop prices established by the publishers, and not to sell books, against the directions of the publishers, to such book dealers and to the persons buying from them, who had 14901
been excluded by the management or the general meeting of members of the said association from using the institutions of the association. If a book dealer was found to have exceeded the permitted rate of rebate—called a "slasher" of prices (schleuderer)—or to have been assisting a "slasher," then the name of the dealer slashing the prices was communicated by circular letter to the members of the association and to those non-members who had signed the publishers' declaration. Under the by-laws of the association, the dealers

14902 *Defendants' Exhibit 19a*

so listed were not to be allowed any rebate or only a reduced rebate. The plaintiff was, by circular letter of May 20th, 1891, by virtue of a resolution of the management of the association, placed on the list of "slashers," and the name was carried on such list up to November 3rd, 1900 continuously. The plaintiff claimed that the measures taken by the defendant against him contained a sort of proscription in violation of the dictates of *bonos mores*, and sued for an injunction restraining the defendant.

The court says:

14903 "As regards in general the judging of the conduct manifested by the defendant in combatting the so-called slashing of prices, it is necessary, in order to determine what is permissible and what is not permissible, both from the standpoint of the present law and—so far as may be relevant—from that of the present moral conception, to look on the one hand to the purpose pursued by the defendant and on the other to the means chosen by him therefor.

* * * * *

14904 "There can be no doubt that the alleged purpose pursued by the defendant in combatting the so-called slashing of prices, in order to protect the book trade against the books becoming valueless and the other disadvantages resulting from the underbidding by individuals, and through such protection, to enable the smaller dealers also to live, is legally a perfectly permissible and in no way an immoral purpose. In itself it is neither violation of the public order nor of *bonos mores*, if the defendant seeks to attain in good faith the desired pur-

pose by means of associated self-help; namely by imposing not only upon the members of the association, in the articles of association, certain obligations, but also by inducing persons in the same trade outside of the association to participate in the realization of its purposes. Such a combination of traders by way of association or agreement for the purpose of establishing and preserving adequate prices for their products and articles, even if it has the importance of a trade cartel, cannot therefore, in itself, be considered as legally objectionable or morally reprehensible (citing the decisions of February 4, 1897, by the present Division, Vol. 38 Imperial Court Decisions, p. 155, *et seq.*).

14906

"In this respect the conduct of the defendant Exchange Association has not been criticized in the decision of the Second Civil Division of this Court of October 24, 1902, in the Matter of M. & M. against S. & P. It can therefore only be relevant whether the defendant association, in the choice and application of its means of fighting outside of the combination of the trade associates who joined in and with the association, has exceeded the limit of the permissible and has unlawfully trespassed within the sphere of the rights of third parties —in the case at bar of the suing book dealer."

14907

* * * * *

In examining the means of fight used by the defendant against the so-called slashing of prices, the Court continues:

"In so far as the defendant denied to non-members the use of all institutions and advan-

14908 *Defendants' Exhibit 19a*

tages of the association, to which they had no right, because they would not comply with the stipulations regarding the rebates allowed to customers, and in so far as the defendant imposed on its members in its articles of association the obligation not to make deliveries of publications to such persons against the will of the publisher, its conduct cannot at all be objected to as far as the first proposition is concerned, and as to the second it cannot be objected to, standing alone. In itself, it cannot

14909 be denied to a tradesman or to a trade combination to impose on third parties special conditions for the entering into of business transactions or the maintenance of business relations and to refuse delivery of their products or articles, in case of non-compliance therewith. Even if a certain pressure upon the other to induce him to a certain business conduct may be exercised thereby, not every influencing of the free will of another is to be considered as unlawful or immoral. The conduct of the defendant would be morally reprehensible and unlawful according to article 826 of the Civil Code, however, if the measures applied by it,

14910 as to their character and intended effect, threatened the party affected thereby in his business existence, in so far as his commercial enterprise would be paralyzed or undermined thereby and his credit or reputation in the business world would be permanently injured. Such an interpretation the Imperial Court in its judgment of June 25th, 1890, has given to the manipulations by which the defendant has inflicted on the slashers of prices a complete stoppage of business.

* * * * * *

Defendants' Exhibit 19a

"An act if not unlawful by Article 823, would have to be found unlawful by Article 826 of the Civil Code if, in view of the compulsion, those who do not submit to the rebate rules of the defendant would, by reason thereof, be threatened with the severe material disadvantage of a complete stoppage of delivery and with the tying-up of the possibility to trade therewith connected. Such violence to the other people in the trade would conflict with good morals, with the 'ethical feeling of all fairly and just thinking people.' (Citing decision of April 11, 1901, by same Division, Vol. 48, p. 124, *et seq.*) 14911 14912

"Now the defendant did not apply against the plaintiff any measure of the kind above specified up to the present time. Without regarding defendant's exclusion from the supply of the Exchange publication and from the use of Exchange institutions and establishments, only the measure was imposed against the defendant that deliveries should not be made at all or only with reduced discount. This means of combat, whereby the publisher had the choice either not to make deliveries or to make them only with reduced discount, the First discount, the First Civil Division of the Imperial Court in the judgment previously cited—in contradistinction from stoppage of delivery —has held to be unobjectionable. 14913

"The appellant claims that even if one distinguishes between a complete stoppage of the supply and a mere obstruction of the supply of goods, still not every obstruction is permissible; on the contrary it depends upon the degree of obstruction, that is to say, on the amount of the reduction of the rebate. That

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in any event, such reduction of the rebate is unlawful which in fact has the same effect as a stoppage. * * * That the plaintiff has already been injured if brought into such dangerous position even if the result must not follow absolutely.

"We may concur with appellant that a measure, which though not in form but in its desired effect amounts to a complete stoppage of business would therefore have to be considered as not permissible, and that also in case a choice is left to the publishers to deliver

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either not at all or only at a reduced discount, it would likewise be unlawful if either the reduction in the discount in conformity with the intention of defendant would no longer leave to the retailer affected thereby any business profit or if the choice is not in fact felt to the free discretion of the publishers but, by virtue of the authoritative attitude of the Exchange Association not to deliver, had been fixed in advance. But the plaintiff has not proven that either the one or the other was the case, and the delivery at a reduced discount evidently, in the opinion of the defendant (who believed he

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should take more stringent measures), did not have the effect to so obstruct the carrying on of the business as to compel the "slasher" to submission."

* * * * *

"It is true that the defendant has very recently, as appears from its circular of December 2, 1900, attempted to obtain declarations from the publishers, wherein the publishers shall bind themselves not to make deliveries to the firms excluded from the use of the institutions and organizations of the Exchange

Defendants' Exhibit 19a 14917

Association, or only at the shop-prices. This new and more stringent measure the Appellate Court below would have considered unlawful because, as we have shown, the retail book-dealers, if receiving the books, at best, at shop prices, could not have sold at all any more with a profit, in other words, would have had to discontinue their business, and because the delivery of books only at shop-prices would amount to a total tying up of their business. We must concur in this view of the lower court; according to what we have stated, the damage caused 14918
by the said compulsory measure to those affected thereby would amount to conduct illegal pursuant to Article 826 of the Civil Code."

Decision of March 17, 1904, by the Sixth Civil Division of the Imperial Court, in the Matter of St. (Plaintiff) against Iron Foundry Corporation, formerly K. & Th. (Defendant). Vol. 57 Imperial Court Decisions, pp. 418-432.

(Head-note)

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"Exclusion of a workingman by an association of employers. Liability of the one inducing the measure for the damage caused to the workingmen, if the exclusion pursuant to the measures taken by the association, renders it in a far-reaching manner more difficult to obtain work and, compared with the conduct of the workingmen, proves to be an unfair hardship."

14920 *Defendants' Exhibit 19a*

The Court says:

"Decisive is it therefore whether the measures taken by the Association against the plaintiff is an unlawful act, and this must be so held, dissenting from the opinions of the Courts below.

"The Association of Berlin Metal Manufacturers pursued, among others, the purpose to take care of the interests of its members in fights which arise between them and their workingmen over wages and terms of employ-
14921 ment, and by united action to procure the victory of the employers (Articles of the Association, Article 1, Nos. 4 & 5). To the institutions destined as means of fight against the employees there belongs also the employment office, provided for in Article 1, No. 3, and Article 23 of the Articles of Association, and organized by special regulations. If in the first place such office may be for the purpose of facilitating the obtaining of a suitable working force for the members and the finding of opportunity of employment for the workingman, it shall also provide to the association the op-
14922 portunity to exclude individual workingmen from all workshops belonging to the association, if the competent representation of the Association—the confidential commission—should consider it as within the interests of the employers represented by it. * * *

"The immediate effect of this institution extends, according to the statement of the witness N which was credited by the court below, over about nine-tenths of all establishments of the metal industry existing in Berlin and environs. Indirectly, however, according to the finding

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of the court appealed from, its effect is still more far-reaching. First, the denial or withdrawal of the certificate of identity has also the effect, that it is very difficult and often impossible for the workingman affected thereby to find employment from a factory in Berlin and environs not belonging to the association—the court appealed from mentions six—because they also, as testified to by N., take note of the association, and furthermore a workingman disciplined in such way by reason of the relations which the Berlin Association entertains with the general association of German Metal Manufacturers will not be accepted by an outside factory belonging to such association.

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"The imposition of denial of work therefore has, during its continuation, consequences nearly amounting to a complete exclusion of the workingmen from occupation in a larger business of the metal industry, and therefore with good grounds the question may be asked whether an institution allowing to an association of employers such a prominent interference with the exercise of the working energy of another, and the enforcement of such power, are not to be regarded as violating the law.

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* * * * *

"As the Imperial Court has already held repeatedly, in the battles of commercial competition and especially of the interest and class conflict between employers and employee in wholesale commercial industry, the observance of limits in the pursuance of purposes, justified in themselves, must be demanded in such manner that not only means of fight consisting of illegal acts but also such measures, causing injury to the adversary, as appear unfair and un-

14926 *Defendants' Exhibit 19a*

just according to the generally existing ethical views or under the given circumstances, must be considered as illegal.

"According to what has been said, based upon the findings of the lower court in reference to the effect of a denial of work by the said association, the measure amounts to a very grave interference with the economical life of the person affected thereby; for it limits and obstructs in the most far-reaching manner the gaining by him of opportunity to work in a
14927 trade field which, regarding the numbers of the workingmen therein employed, stands in one of the first ranks; the transition to another commercial field, however, is also, as a rule, connected with great disadvantages for the workingman, who has not received special technical training. * * *

"Having regard to these facts, it must be considered as a compelling demand of justice and fairness for an association of employers, who enable themselves to give to their measures such a far-reaching effect as is the case with the association in question, that they will, at the utmost, only proceed with the exclusion of
14928 an individual workingman for a long period of time or without limitation of time, where very grave delinquencies in his working relation are in question and the same have been established by careful investigation."

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Decision of February 2, 1905, by the Sixth Civil Division of the Imperial Court, in the Matter of Goldbeaters Association of Germany and others (Defendants) at the suit of H. & B. (Plaintiffs). Vol. 60 Imperial Court Decisions, pp. 94-106.

(Head-note)

Is it against *bonos mores* (Art. 826, Civil Code) if a large number of people in the same trade unite for the purpose of obtaining more advantageous conditions, if they, however, do not admit into the combination certain traders in the same trade, for the purpose of excluding their competition and thereby make it essentially harder for them to carry on their business? Can such an act against *bonos mores* be found in the fact that a trader or a combination of such, wilfully induces a union of workingmen not to take employment from another man in the same trade, in order to make impossible or obstruct the trade of the latter? 14930

In the year 1902 negotiations took place in Nurnberg and Schwabach looking towards the regulation of the production, as well as the fixing of certain minimum prices of the gold leaf business. At the same time they attempted to reach an agreement with the workingmen employed in such business, which should thereafter be enforced. The negotiations were successful in both directions. The combination of the manufacturers of gold leaf was organized, and a tariff of wages was entered into between the employers and the employees. In Sections 15 and 16 of the wage tariff, it was provided that the organized male and female employees of the gold leaf trade, could only be employed in the factories having adopted the tariff, and that the members of the combination should not 14931

14938 *Defendants' Exhibit 19a*

this is done for the purpose to make impossible or obstruct the carrying on of the business of such employer and to do away thereby with his competition, then such conduct of the said traders violates not only the principles by which men of noble thought and fine ethical sentiment are guided in business life but it far exceeds what is considered permissible in commercial competition, in the general conscience of the people, and according to the ethical conception of all fair and just thinking men."

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Decision of March 6, 1907, by the Imperial Court, Published in "Das Recht" (1907), p. 636. Translation from Report of English Royal Commission on Shipping Rings (1909), Vol II., pp. 218-9.

F. L. Sloman and Company v. Rob. M. Sloman, Jr., and others.

Judgment of the Court of the Empire, 6th March, 1907.

14940 Fritz Loesener Sloman, owner of the firm of F. L. Sloman and Company, was formerly a partner to the firm of Rob. M. Sloman, Jr. In leaving the latter firm he agreed, in order not to compete with the business of the defendant, not to run nor to charter nor to represent as agent any steam or sailing vessel between the Elbe and/or Antwerp and the ports within the continent or islands of Australia. This agreement was made on the 10th of March, 1904.

At the time when plaintiff was still a partner to the defendants' firm, they, together with the two other defendants, namely, the German-Australian Steam-

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ship Line, Hamburg, and the North German Lloyd Bremen, had agreed to grant a rebate upon the freight of 10 per cent payable six months after the close of every half-year, to those shippers who had shipped their goods from the Continent, between Hamburg and Havre, both ports included, to the aforesaid Australian ports exclusively in the ships of the defendants. Fritz Loesener Sloman, after leaving the firm of Rob. M. Sloman, Jr., established, under the style and name of F. L. Sloman and Company, in Hamburg a shipowner's and shipbroker's business, and opened in the beginning of 1905 a new sailing line between Bremen and Australia; of this he informed the shippers on the 19th January, 1905. The defendants, thereupon, wrote to their shippers that a rebate would no longer be granted to those who shipped their goods from the Continent, between Hamburg and Havre, to the Australian ports in sailing vessels not belonging to Rob. M. Sloman, Jr., plaintiff, thereupon, changed the port of sailing of his vessels from Hamburg to Tönning—a port not lying between Hamburg and Havre—in order thus to avoid any loss to his shippers upon the rebate for goods shipped in the defendant's vessels. Plaintiff gave notice hereof on the 2nd March, 1905. The defendants now altered their position and, through notice issued in the course of March, refused to grant a rebate to shippers who shipped goods in other vessels than those belonging to the defendants from ports lying between Memel and Havre. 14942 14943

Plaintiff contends that this alteration in their system of granting rebates was introduced by defendants for the sole purpose of disabling the plaintiff to run his sailing vessels from Tönning to Australia and thus to compete with the defendants, that this interference with his (the plaintiff's) business was, in virtue of Civil Code, ss. 823 and 826, illegal, and, as showing the intention to exclude any and all compe-

14944 *Defendants' Exhibit 19a*

tition, also against public policy; that, therefore, the defendants should be forbidden by an order of the Court to make the granting of a freight rebate dependent upon the fact of the shippers not having shipped any goods in other than the defendants' vessels at any port lying between Memel and Hamburg.

Defendants objected on the ground that their action, although it interfered with plaintiff's business, did not altogether prevent the plaintiff from continuing the same. The reasons adduced in a former judgment of the Court of the Empire (Volume 56, page 271 fg) for invalidating an action as being
14945 against public policy did, therefore, not apply, because plaintiff was not prevented from doing his business altogether. As long as plaintiff was partner to Rob. M. Sloman, Jr., he never objected to the rebate system, the benefit of which he then enjoyed. The system of granting rebates had been introduced merely for the purpose of protecting one's self against irregular competition and of keeping rates of freight steady. It was a well-known fact that shipping customers throughout the world were rewarded by a granting of rebates upon the freight due from them. The action of the defendants had not been directed solely against plaintiff, who, indeed, by running the new line,
14946 made himself guilty of breach of contract and of an unfair competition, but against any other competitors as well. Plaintiff did not suffer any damage, as was shown by a circular issued by him on the 2nd June, 1905, in which he boasted of the excellent business done by the new line. It was not the defendant who interfered with the plaintiff, but the plaintiff who interfered with the business of the defendant by running the new line with the sole purpose of being bought up by the defendant.

Defendant No. 1 (Rob. M. Sloman, Jr.), lodged a counterclaim to the effect that by an order of the

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Court plaintiff should be forbidden to send ships from Tönning or any other port on the west coast of Schleswig-Holstein to Australia and to send for goods from Hamburg or ports between Hamburg and Havre or to pile up goods at Hamburg for the purpose of these goods being carried to Tönning and there to be shipped in the vessels as aforesaid—also that plaintiff should pay on account of damages the sum of £5,300.

In support of this counterclaim the defendant relied upon the agreement of 10th March, 1904, referred to above, according to which, if rightly understood, plaintiff was checked in competing with the 14[illegible]
defendant's firm. If section 2 of this agreement only mentioned the Elbe and/or Antwerp, this was due to the fact that the ships of the two other defendants called at these places—it was meant, however, to cover the whole sphere of action or all three defendants between Hamburg and Antwerp. Plaintiff knew that Rob. M. Sloman, Jr., carried on a regular trade via Antwerp, Rotterdam, and Bremen; and precisely in consideration for not entering into competition with this firm, £5,000 in cash and 10 yearly payments of £2,500 cash were granted to him in the said agreement. Even if it was meant to exclude only the ports on the Elbe and Antwerp, plaintiff had broken the
agreement not only by choosing Bremen, but far more 14910
by choosing Tönning to be the port of shipment. It was not so much the port from which the ship sailed, but the places where the goods were brought together in order to be shipped to Australia, which were meant to be covered by the agreement. The goods were actually ordered to Hamburg, where they were stored at the Export and Lagerhaus Company, this company forwarding the goods by special steamer to Tönning. And, indeed, plaintiff himself advertised as taking goods for trans-shipment at Hamburg. This, however, was tantamount to carrying goods

14950 *Defendants' Exhibit 19a*

straight away from Hamburg. Plaintiff had twice already broken the agreement as was shown by the award of a Court of Arbitration settled in the month of August, 1905. Plaintiff, through his illegal proceedings, had forced the defendant to lower the rates of freight to a considerable extent, and had caused a great reduction in the amount of goods shipped by the defendant. If plaintiff had not entered into this illegal competition, defendant would have been able to run five more sailing vessels and to earn £5,300 more on account of freight, because, without the ac-
14951 tion of the plaintiff, the rates of freight would not have suffered any change since the time at which plaintiff left the firm of the defendant.

Plaintiff replied: Owing to the system of granting rebates, such high rates of freight were obtained that German shippers could no longer compete with foreign shippers who had to pay much less. The agreement made between the defendants aimed at keeping up the rates of freight due for carrying goods in sailing vessels. Plaintiff, on the other hand, tried to ameliorate the position of this trade and, for this purpose selected Tönning as port of shipment, as this port was so favorably situated that, in spite of the additional freight for carrying the goods to this port,
14952 plaintiff was able to carry on a profitable business by charging less freight than the defendant. Plaintiff never thought of compelling the defendant to come to terms with him, his sole aim being to promote the sailing vessel trade. On the other hand, the measures taken by the defendant had no reasonable cause in the relations existing between him and his shippers, but were meant solely as a blow dealt against the plaintiff.

As regards the counterclaim of the defendant, the term "from the Elbe and/or Antwerp," contained in Section 2 of the agreement between plaintiff and de-

Defendants' Exhibit 19a 14953

fendant, was sufficiently clear so as to give no plausible reason for extending the meaning thereof beyond what it actually said; this was clearly shown by the wording of sub-sections *a*, *b* and *c* of Section 2.

Plaintiff would never have given his consent to being wholly excluded from the Australian trade. There was no breach of contract in the fact of plaintiff ordering goods to be sent to Hamburg, there to be warehoused and thence to be carried to Tönning. The differences settled by arbitration and referred to in the pleadings of the defendant, showed no bad faith on the part of the plaintiff. Plaintiff refused to acknowledge any damage having been caused to the defendant by his dealings. 14954

Defendant replied: That the agreement entered into between him and the two other defendants was in no way meant to be a measure for doing harm to or even suppressing the sailing vessel trade to Australia.

The claim of the plaintiff and the counterclaim of the defendant were both rejected by judgment of the High Court of Appeal, confirming the judgment below. Both parties appealed to the Court of the Empire—this appeal, however, was dismissed for the following reasons: 14955

Plaintiff founds his claim on Civil Code, section 826. This section rules that whoever, through an action which is *contra bonos mores* (against public policy), and intentionally causes damage to arise, has to pay for it. The dealings of the defendant cannot, however, be said to be of such a kind. In plaintiff's opinion, the defendant unlawfully interferes with his business by granting a rebate of 10 per cent on the ordinary freight only upon condition that a shipper has, within a certain time, not shipped any goods from ports lying between Memel and Havre to the

14956 *Defendants' Exhibit 19a*

Australian ports in any ship not belonging to or not authorized by the defendants, and that this fact had been notified to the defendant by sending him a schedule to be filled out for this purpose. This opinion is wrong. For, apart from the fact that the range of shipping ports was afterwards extended, the system of granting rebates had already been introduced at the time when plaintiff was still a member of the firm of the defendant, and plaintiff himself had, at that time, reaped the benefit of it. By granting a rebate the defendants wished to reward shippers for constantly em-
14957 ploying the defendant's ships and for the undertaking to ship their goods exclusively—for a certain period—either in steamers belonging to the German-Australian Steamship Line or to the North German Lloyd or with the sailing vessels belonging to or authorized by the defendant. Every shipowner is at liberty to fix the rates of freight, at which he undertakes to carry goods, at his pleasure; he is perfectly free to lower the rates of freight below the amount fixed by competing lines; he may also grant any favour he likes to shippers, who employ no other ships but these belonging to him, thereby enabling him to count with a regular supply of goods and thus to ensure a steady business
14958 and to make the best advantage possible of his ships. It is only fair, if the defendant, by granting rebates, rewards the shippers for the services done to him in exclusively using for a certain length of time his ships for transporting their goods and thereby effectually furthering his business. It stands to reason, that such favours granted to customers of an old and well established business make it very difficult for a young business of a similar kind to compete with the older one, the more so, the greater the favour is, the older business is able to confer upon its customers. But this does not lead to establish the illegality of a measure which, indeed, is necessary in order to procure

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customers and to ensure a regular supply of goods, without which no business can prosperously be carried on. There is, moreover, no provision in the law which could be adduced as sanctioning the opinion of the plaintiff, that such measures were *contra bonos mores* (against public policy), and, therefore, gave rise to an action for damages. Plaintiff refers in his pleadings, in support of his view, to a judgment of the Court of the Empire delivered on 11th April, 1901.

The facts of this case, however, were quite different from those of the present one. In the case referred to, measures had been taken by a shipowner in order to

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compel a shipper, who shipped his goods with a competing line, to submit to the conditions imposed by the former; the shipper had even been warned that, unless he yielded to the pressure brought to bear upon him, he would be charged a higher rate of freight than the one at which the owner had advertised that he would carry on his business. In the present case, however, there is no question of a measure taken in order to impose upon the plaintiff a certain line of conduct and to carry on his business to his own free will and pleasure. The notice, of which the plaintiff complains, has been addressed to all shippers, without any distinction, and offers them, without in the least

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compelling them to accept the offer, certain advantages, if they for a certain length of time would forego their right of choosing in every case the cheapest route, and would ship their goods exclusively in ships belonging to the defendant. This notice, addressed to the shippers of the defendant, in no way affects a right or a title belonging to the plaintiff.

Another argument of the plaintiff is to the effect that, through the aforesaid measures, the defendant intends monopolizing the trade between German ports and Australia and that, as a matter of fact, he already does so, that the agreement made between the several

14962 *Defendants' Exhibit 19a*

defendants purports to keep up the rates of freight for sailing vessels in order to gradually diminish the sailing trade, a measure hostile to the interests of the whole nation. Even, if this were so, and the measures taken by the defendant would actually lead to a reduction in the trade of sailing vessels, no provision in the law could be found preventing the defendant from granting rebates to his shippers in the manner he did. This last point is the only one in question, viz: is the defendant allowed or is he forbidden to grant a rebate to his shippers? And, if plaintiff now
14963 alleges that the defendant has monopolized the German-Australian trade, this is at variance with plaintiff's own words, as shown in a notice he sent to his shippers shortly before going into Court. In this notice, dated June, 1905, plaintiff declares that the new line he established between Tönning and Australia prospered so well as to enable him to send three more first-class sailing vessels out before the 15th of August; that the lively and effectual assistance given to him by the shippers ensured a steady and prosperous business, and that he had reason to hope that shippers would gradually become aware of the fact how much more sailing vessels were to be preferred to steamships
14964 on account of the great difference in freight. And, also, in the course of the proceedings when urged by the defendant that his new line did not yield any profit but had merely been entablished in *fraudem contractus*, plaintiff had repeatedly asserted that, although he had to content himself with a smaller profit as compared with the defendant he, nevertheless, did a good business, because there was, on account of the lower rates of freight, such a supply of goods that the extra freight for carrying them to Tönning did not enter into consideration. It appears from these statements, made by the plaintiff himself that, at least for the present moment, there is no question of the defendant having monopolized the German-Australian trade.

Defendants' Exhibit 19a

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For the foregoing reasons the claim of the plaintiff must be dismissed.

As regards the counterclaim of the defendant, the Courts below were right in holding that clause (2) of the agreement of 10th March, 1904, does not suffer of an extensive interpretation. Defendant, when entering upon this agreement, was well aware of the fact that the plaintiff was going to establish a line in competition with the one of the defendant. Precisely in view of this fact, defendant imposed certain restrictions upon the plaintiff with reference to the latter's sphere of action. These restrictions, as contained in clause 2 of the said agreement, are to the effect that plaintiff shall neither own nor charter nor represent as agent any steamer or sailing vessel carrying goods from the Elbe and/or Antwerp to the continent or islands of Australia. If two experienced merchants enter into such an agreement they are expected to know what they write and to exactly state what they want. It would, therefore, be wrong to interpret the agreement beyond the actual meaning of the terms the parties chose to employ. Hence it follows that plaintiff did not commit a breach of contract by establishing a shipping port at Tönning at the mouth of the Eider. For these reasons the counterclaim of the defendant appears to be unfounded and must be dismissed accordingly.

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14968 *Defendants' Exhibit 19a*

Decision of January 2, 1909, by the First Civil Division of the Imperial Court, in the Matter of the Iron Smelting Works Th. (Plaintiff) against Selling Agency of the United Enamel Works (corporation with limited liability) and others (Defendants), Vol. 70, Imperial Court Decisions, pp. 165-170.

(Head-note)

14969 Can the members of a selling syndicate, if a certain kind of business becomes more profitable than other business, during the existence of the syndicate, demand that they participate therein in accordance with their percentage in the syndicate?

Certain manufacturers made a syndicate agreement, for the purpose of regulating the sale, and to prevent over-production, having a common selling office in Berlin, the selling office having been incorporated. The members waived the right to sell their own manufactured articles, and the selling corporation acted in its own name, and ordered the goods from the members. Each member received a certain share in the entire production. One of the members, the plaintiff, brings suit for Mk. 25,000, claiming that its interests were in-
14970 jured as far as deliveries to countries outside of Germany are concerned. Originally the foreign and inland sales were equally profitable. Later on the sales to foreign countries became more profitable. It is claimed that therefore the defendant, the selling corporation, was obliged to divide the more profitable transactions equally among the members.

The Court says:

> "As in every cartel, the parties to the contract of April 7, 1900, remained independent as far as their manufacturing is concerned. As

compensation for their deliveries, they received a purchase price and not a share in the profits. Nevertheless, they were united in a community of interest also by allotment of the prices and production. The influence on the market conditions achieved thereby was a common advantage for all members for which they undertook to restrict their free competition. It is consonant with the character of every community of interest that the advantages gained will inure to the benefit of the individual associate in the proportion of his interest in the community 14972
(see also article 743, Subd. 1 of the Civil Code). The larger the amount of the percentages of a cartel member is, the greater benefit he will derive as a matter of principle, from the combination. If therefore, in a selling syndicate, higher prices are introduced for a certain class of business, it follows from the nature of the thing that the individual members are entitled to participate in proportion to their percentages.

"Provisions of the agreement in the case at bar, which could exclude or modify the above inferences which are presented, are not apparent. Pursuant to Section 21 of the syndicate 14973
agreement the defendant (Purchasing Agency) was allowed to establish under-prices for certain manufactures if it considered it necessary for the fighting of the competition; for the loss which the member making the delivery thereby suffered, the latter should be compensated by the others in proportion to their percentages."

The Imperial Court dissented from the decision of the lower courts.

14974 *Defendants' Exhibit 19a*

Decision of February 16, 1909, by the Seventh Civil Division of the Imperial Court, in the Matter of the Prussian Treasury (Defendant), at the suit of the Mine M. St. (Plaintiff), Vol. 70, Imperial Decisions, pp. 283-8.

In this decision, the Imperial Court also recognized the validity of the Rheinisch-Westphalen Coal Syndicate, as a matter of course. The decision involves a question of taxation, in case of the sale of a coal mine. According to Article I, subdivision 1, of the syndicate agreement, the members sold their entire produc-
14975 tion of coal, coke and briquets to the syndicate, with certain exceptions, the syndicate in turn binding itself to receive and to sell the same on terms stipulated. The sale of coal fields and mines to non-members was subject to the approval of the meeting of the mine owners, which approval had to be given in case of assurance of performance of duties by the new member.

See decision of February 19, 1901, *supra*.

Decision of May 13, 1909, by the Sixth Civil Division of the Imperial Court, in the Matter of F. & Co.
14976 *(Defendants), at the suit of G. (Plaintiff), Vol. 71, Imperial Court Decisions, pp. 170-3.*

(Head-note)

Solicitation (by A) to the suppliers (B) of a merchant (C) not to deliver to him (C) any more, under threat (by A) of breaking off his business relations (with B). Is a transaction, permissible in itself and performed in the exercise of a lawful right, violative of *bonos mores*, if it is influenced also by an immoral motive.

Defendants' Exhibit 19a

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The plaintiff joined the purchasing combination established by the defendant and procured goods through the latter from various firms; the defendant had assumed towards these firms the *del credere* up to a certain amount (that is to say had guaranteed these firms payment by the plaintiff). As compensation the plaintiff had to pay a commission of three per cent to the purchasing combination. After the plaintiff had paid the credits allowed defendant, the latter dissolved his business connection with that combination and entered into direct relations with the said firms. This business connection was dissolved at the instigation of the defendant because the latter put the firms making the deliveries to the alternative of either continuing business with him or of not delivering to plaintiff.

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The plaintiff claimed in the suit that the conduct of the defendant violated *bonos mores,* as defendant solely intended to damage him; that such purpose was realized by defendant because plaintiff had to look for other sources of supply and that he could only obtain credit from them gradually.

The Court says:

> "The appellant urged error (in the court appealed from), regarding the meaning of *bonos mores;* if the defendant, as the court appealed from correctly held, had a legal right to establish the firm of R. B. in Fr., then a further examination of his different business motives appeared irrelevant, and if the act of the defendant in itself did not violate *bonos mores,* then his act could not become unlawful by reason of his alleged represensible motive of conduct, viz: according to the opinion of the court appealed from, his controlling desire for revenge.

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14980 *Defendants' Exhibit 19a*

"The appeal is justified. According to the facts found by the court below a conduct against *bonos mores* on the part of the defendant cannot be assumed. The court below does not overlook that the defendant pursued his own legal right, if after terminating the commercial relations with plaintiff he entered into connections with another firm in Fr. and received the latter into the purchasing combination, in order to make the same profit in the future as he had made through the former connections. * * * The successful exer-

14981 cise of individual commercial rights as a rule will be connected with damage to the competitors and knowledge of such injury alone cannot justify the assumption that the exercise of such right violates *bonos mores*. No objections, therefore, can be raised against the method employed by the defendant. It is true, according to the opinion of the court below, that the defendant in his procedure was also actuated by an immoral motive, namely by the intention arising from a sentiment of revenge to damage plaintiff, but such motive, however strongly it may have influenced the defendant,

14982 cannot turn the scale, in view of the exercise of a legal right. If an act is permissible and not illegal and if it is done in pursuance of a lawful right, then the act does not become a violation of *bonos mores*, if at the same time it is influenced by an immoral motive."

Defendants' Exhibit 19a 14983

Decision of June 7, 1910, by the Second Civil Division of the Imperial Court, in the Matter of Earthenware Industry W. (Plaintiff) against Wurttemberg Business Agency for Roof Tiles (corporation with limited liability), (Defendant). Vol. 73, Imperial Court Decisions, pp. 429-434.

(Head-note)

1. Influence of the illegality of an arbitration provision in articles of association of a cartel organized in the form of an association with limited liability. 14984

2. Limits of the liability of a member of the cartel association; especially exclusion of the right to withdraw.

The Articles of the Association of January 25th, 1905, provided that the combination, through a corporation, shall have the sole sale of roofing materials, with the exception of certain articles, and also the right to manufacture the same alone within certain Wurttemberg districts, and that it shall buy the roofing materials from the associates on the basis of certain percentages. The purchasing prices and selling prices are to be fixed every year by the associates. However, the 14985
selling prices may be changed at any time by the directors. The associates are forbidden, under penalties, to themselves sell roofing material within the territory exempted. On this basis, the by-laws of the company contain detailed provisions in reference to the fixing of prices, the acquisition of property, the accounting between the members, the adjustment of surplus deliveries, regarding the refusal of delivery, times of delivery, etc.

In Article 63 of the articles of association it was provided that the directors or a commission delegated

14986 *Defendants' Exhibit 19a*

by them should, as an arbitration court, decide all controversies.

The plaintiff brought suit against the defendant asking the Court to adjudge that certain obligations imposed in articles 39 to 63 of the articles of association became extinct by its notice of withdrawal.

The Court says:

> "Defendant's demand is based on the allegation that a cartel could not be organized as an association with limited liability; that the articles 39 to 63 should be adjudged void because
> 14987 their not being restricted in time was violative of *bonos mores;* * * * that the article 63, especially violates further the principle that a party could not be judge in its own matter; that if article 63 is void, then as a matter of course the entire articles of association are void according to article 139 of the Civil Code.
>
> * * * * *
>
> "The invalidity of the arbitration provision and therefore of article 63 of the articles of association has been adjudicated in the Court below. * * * The arbitration provision of article 63 does not belong to the essential pro-
> 14988 visions of the articles of association and therefore the latter are not affected by this article.
>
> "The Court below denies that the articles of association violate *bonos mores;* for an illegal restriction of the members could not be found in the articles; all single provisions are such as the purpose of the cartel necessarily carries with it. The restrictions to which the members had subjected their business are in correct proportion with the advantages derived from their combination. That no right of withdrawal is allowed to the associates is consonant with an

 14989

association with limited liability and in itself is not sufficient to warrant the assumption of an excessive restriction of liberty.

"There is nothing before us of which the plaintiff could complain. The plaintiff found the cartel only inconvenient after it raised its production. We cannot hold that the Court below has violated any law."

Decision of April 13, 1912, by the Sixth Civil Division of the Imperial Court, in the Matter of B. (Plaintiff) against the Electrical Works E. (Defendant). Vol. 79, Imperial Court Decisions, pp. 224-230. 14990

Legal position of electrical overland stations. Unlawful interference with the trade of another.

The plaintiff carries on an establishment for the installation of electrical lines as well as the sale of the articles necessary thereto. The defendant carries on a central electrical station from which it delivers electricity for illumination for a number of communities surrounding its place of business. The plaintiff has entered into agreements with a restricted number 14991 of installation firms by the terms of which it gave to them "the sole right to make connections in houses, the delivery of motors and other current consumers, with all otherwise acquired appurtenance for installations which shall become connected with their wire system," for certain designated places, reserving to itself, however, the right to make installations itself in its own discretion.

With the wire system of the defendant also the villages N. and T. were connected. After several inhabitants of these villages had applied to the plaintiff

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14992 *Defendants' Exhibit 19a*

for making the connection and for making of the delivery therefor required, he asked the defendant on June 17, 1910, for its conditions of connection but received the answer that the defendant only would operate plants that were built for the installators concessioned by it. The plaintiff claims that such business conduct by the defendant will lead to a complete elimination of free competition and to an actual monopoly by the defendant as to the installation and apparatus; that such interference with this business was in violation of article 10 of the Trade Law and in violation
14993 of *bonos mores.*

The complaint and the appeal were dismissed.

The Court says:

> "According to the established rulings of the Sixth Division of this Court, an illegal interference with the business of another can only be assumed if the act is directly aimed against the existence of the business, if its conduct actually is impeded or its legal existence denied and if its closing or restriction is demanded; not, however, if the act of another only disadvantageously influences the income of the business (citing decision of the Imperial Court in
14994 Civil Matters, Vol. 77, page 217, *et seq.*) * * * The defendant does not prevent the plaintiff from undertaking installation work in the buildings whose owners desire connection with defendant's lighting system, nor from delivering to them the necessary materials. Defendant's acts have only the result, by denying delivery of electrical current to such persons, that they do not entrust the plaintiff with the installation work and the delivery of the material. This is not an immediate interference with the trade of the plaintiff but only an un-

favorable influence on the income of his business. From the standpoint of the Trade Law, it is absolutely in the discretion of the defendant to whom and under what conditions it will deliver an electrical current produced by it, as it is generally in the discretion of any trader whether he will enter into purchase or other contracts and with whom and under what conditions.

* * * * *

"If * * * the defendant in a way exercises an actual monopoly regarding the delivery 14996
of electrical current, and if the traders doing the business of electrical installations and the delivery of apparatus and motors are essentially injured in their commercial activities by the business methods of defendant, then from the standpoint of the present trade legislation no remedy can be had in law.

* * * * *

"It is true that, considering the actual monpoly of the defendant regarding the delivery of electrical current and the great economical importance of electricity also for the individual, it would be an abuse of the liberty of trade violating *bonos mores* if the defendant should 14997
impose upon the consumers unfair and unreasonable conditions. The Courts below have correctly found that this is not the case. The consumers of the electrical current have as a rule no interest in the person of the electrical installator if they are only well served and for adequate prices. But the defendant has an essential interest to have the work of wiring done in a good and reliable manner, as defective work would interfere with its own business."

14998 *Defendants' Exhibit 19a*

Decision of July 12, 1912, by the Third Civil Division of the Imperial Court. Reported in Deutsches Juriste Zeitsung of Nov. 15, 1912, No. 22, p. 1410.

Claims of the several associates arising out of Syndicate Agreement. Secs. 718, following, Civil Code do not apply.

By a Syndicate Agreement of February 22, 1906, the parties have agreed with each other not to undertake certain work in building streets in Berlin and its
14999 suburbs, under penalty of Mk. 5 for each square meter, at a cheaper price than provided in a contract made with the City of Berlin. According to the allegations of the defendant, the plaintiff violated this agreement by doing certain work in Schoneberg at a lower price, and thereby he forfeited a penalty of at least Mk. 40,000. The defendants interposed a counterclaim each asking for the payment of his share. The plaintiff prayed to have it adjudged that the defendants are not authorized to demand the penalty, and that each *individual* associate to the agreement is not authorized to make any demand under the contract. The plaintiff's demand was dismissed, and the counterclaim was allowed. The appeal is rejected.

15000 The Court held:

By the agreement a syndicate was established with the main purpose that the participants shall not work below certain prices. A common organization and common property did not exist; also the penalties were not to go into the common funds, but should be divided among the different participants of the syndicate. That the agreement does not establish an association, though, as far as its objects are concerned, they are similar to the objects of an association. Therefore, the provisions regarding the funds of an

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Association, Secs. 718 following of the Civil Code, are not applicable. The participants were already, during the existence of the relationship created by the agreement, each individually entitled to ask his share in the penalty from the party violating the agreement.

Provisions in The German Unfair Competition Law of June 7, 1909, amending the law of May 27, 1896. (Imperial Laws, 1909, p. 499.)

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Sect. 1. Whoever does any acts, in business relations for the purposes of competition, that violate *bonos mores* can be enjoined and is liable for damages.

Sect. 3. Whoever, in public announcements or in notifications designed for a larger circle of persons, makes incorrect statements in reference to business relations, especially the quality, the origin, the method of production or the computation of prices of goods or trade services, in reference to the manner of obtaining and the source of obtaining the goods, in reference to the possession of marks of distinction, in reference to the reason or the purpose of the sale or in reference 15003 to the quantity of goods in stock, can be enjoined from making them, if they are apt to create the appearance of a particularly favorable offer.

Sect. 4 provides that if the statements mentioned in section 3 are made with the intent to create the appearance of an especially favorable offer, and such statements are knowingly untrue and apt to mislead, then the party making them will be punished by imprisonment not exceeding one year or with a fine not exceeding 5,000 marks, or both. If such statements

15004 *Defendants' Exhibit 19a*

are made by an employee or attorney, then the owner or manager of the business, if the act was done with his knowledge, is punishable with the employee or attorney.

Sect. 12. Whoever, in business relations for the purpose of competition, shall make, promise or give presents or other advantages to an employee or other representative of a business for the purpose of obtaining a benefit for himself or another, through the unfair conduct of such employee or representative, shall be
15005 punished with imprisonment not exceeding one year or with a fine not exceeding 5,000 marks, or both.

The employee or representative of the business shall be punished likewise. The advantage received shall be forfeited to the State.

Sect. 14. Whoever, for the purposes of competition, makes or publishes statements regarding the business of another, the person of the owner or manager of the business, the goods or commercial services of another, shall be liable to make good the damage caused thereby, if such statements injure the business or credit of the owner and if such statements cannot be proven
15006 to be true. The person injured can also enjoin the making and publication of such facts.

Sect. 15. If the statements referred to in section 14 are known to be untrue to the party making the same and are made for the purpose of damaging the business, then the party making the same shall be punished not exceeding one year or by a fine not exceeding 5,000 marks, or both.

Section 17 prohibits and punishes the publication of business and trade secrets.

Defendants' Exhibit 20. 15007

(Translation.)

The Emigration Law of the German Empire
Of June 9th 1897

Together with

Rules for its enforcement.

Interpretation obtained from official sources by

P. Goetsch,

Imperial Privy Councillor And Reciting Counsel
In The Foreign Office.

15008

Second Edition.

Berlin
Carl Heymann's Publishing House.
1907

SUPPLEMENT O.

REGULATIONS FOR THROUGH TRAVEL.

1. *Control of Travellers in Transit.*

In the interests of security and peace to the Prussian State, both from police and hygienic viewpoints, it has been found necessary to issue certain rules and regulations for controlling the through journeying of the lower class of foreign emigrants. 15009

This necessity arose chiefly from the fact, that the great majority of Non-German emigrants travelling through Prussia, came from countries where the sanitary police organization was defective, and furthermore because of the fact, that most of such emigrants were bound for North America, where severe laws with relation to the financial status and health of immigrants were especially likely to result in their re-

15010 jection and return, thus eventually burdening Prussian charitable institutions.

The legal aspects governing the issuance of the rules and regulations in question, are as follows:

International law recognizes the principle, that, in the interest of maintaining its own security and peace, every state has the right to forbid aliens to enter upon its territory. (See von Liszt's "International Law" —3rd edition, 1904, page 199.) This principle has always been upheld by Prussian legislation and administration. (See Rönne's "Constitutional Law"—1884, Vol. IIII, Article 284.) It finds specific legal
15011 support in the provisions of the "General Civil Code" —Article 10, Part II, Paragraph 17, viz: "The adoption of the necessary measures for the preservation of public peace, safety and order, and for the avoidance of danger which may threaten the public, either jointly or severally, are functions of the police."

Although the empire has not curtailed the functions of the police forces of the component states, according to Article IIII of the Constitution of the Empire, the police for the supervision of foreigners is really placed under the control and legislation of the Empire. The "Friezügigheitsgesetz," (the law, granting to citizens of German states freedom to move to and live in any
15012 other state of the Empire) of November 1st, 1867, in particular has regulated the authority of the several states to expel persons so far as German subjects are concerned. For Non-Germans, however, the supervisory police regulations have remained, as they existed heretofore. Furthermore, the Passport Law of October 12th, 1867, and the Emigration Law of June 9th, 1897, do not interfere with these powers. Finally the Law of the Empire concerning epidemics, of June 30th, 1900, in Articles 11 and 24, for the express purpose of preventing the entrance and spread of diseases dangerous to the common welfare, explicitly deter-

mines the power of the police authorities to prohibit or to restrict the admission into, or the travelling through, their territory of Non-Germans, coming from countries in which such diseases exist; this however does not in any way curtail the functions and powers of the separate states pertaining to this matter. No treaty or agreement of the empire having been made with any foreign state which contains such curtailment, the Prussian Government to this day has the right, power and authority to prohibit the admission into its territory of any Non-German whatsoever. This right of exclusion naturally and obviously in- 15014
cludes the right, power and authority to make the admission of foreigners conditional upon compliance with certain demands, rules and regulations. These stipulations governing border traffic on the Prusso-Russian boundary line differ somewhat from those controlling such traffic on the Prusso-Austrian frontier.

I. *Prusso-Russian Frontier Traffic.*

1. *Former Status.*

A. *Traffic to North America.*

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Transit traffic of emigrants coming from Russia, and desirous of crossing Prussia on their way to North America, was heretofore subject to regulations (see edict of the Minister of the Interior of October 8th, 1893) as follows:

In order to obtain permission to cross the frontier, through travelers must possess:

a) A proper legal passport;

b) A cabin ticket to North America, and

15016 *Defendants' Exhibit 20*

c) Sufficient money; viz: for normal persons in good health, over 10 years of age, 400 marks; for such, under 10 years, 100 Marks.

Exemption from the provision regarding possession of the necessary funds, was extended only to such emigrants who could produce a cabin ticket for passage to North America, issued by a German steamship company, as well as a railroad ticket to the port of embarkation, or a guarantee issued by the German Central Committee for Russian Jews, that the person would be forwarded to North America without delay in
15017 Germany, and that, in case of their being returned from North America, they would be sent back to their homes. If the above stipulations were not complied with, transit through Prussian state territory was permitted (Edict of September 18th, 1894), only in case the emigrant passed through a control station. The establishment of such control stations as would serve the purposes of the sanitary, charity and peace police, was pledged by the two great German steamship companies, the North German Lloyd and the Hamburg-American Line. These companies, furthermore, jointly had guaranteed the payment of all expenses arising to the state, the several communities, or the
15018 charity organizations on account of transportation, maintenance, treatment and possible burial of transit travellers who had been admitted to control stations, either on their way to or on their return from North America, the latter, in the event of rejection and deportation.

At these control stations, through travellers must be registered and medically examined, their luggage and effects must be disinfected and the sick isolated. Forwarding to the port of embarkation must, if possible, be made in complete groups or bodies, either by special emigrant trains or special emigrant cars at-

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tached to other trains. The forwarding is the business of the German steamship companies and should as a rule be effected via Ruhleben. Thus far, control stations have been established at Bajohren, Tilsit, Eydtkuhnen, Insterburg, Prostken, Illowò, Ottlotschin, Posen, Ostrowo and Ruhleben.

The cost of the erection and maintenance of these stations will be borne jointly by the North German Lloyd and the Hamburg-American Line. Nevertheless, all of these stations are under strict state supervision, and therefore are endowed with the character of state police institutions.

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The functions of the agents of the German steamship companies employed at the control stations have their legal basis in the Emigration Law. This stipulates compulsory agencies, viz: the licensed emigration contractor in the conduct of his enterprise, is compelled to employ agents outside of the commonwealth or town of his industrial establishment, and outside of the boundary lines of the commonwealths or towns of his possible branches (Emigration Law, Article 8).

According to Article 11 of that law, all persons, who desire professionally to take part in the business conduct of an emigration enterprise by the preparation, mediation or closing of the transportation contract (agents) require a license. This licensing is a function of the state, the permit will be issued by the upper branch of the Administration (Emigration Law, Article 12). The permit granted the agent may at any time be curtailed or withdrawn and must be withdrawn under certain conditions, namely in the event that the agent is found unreliable in the executions of his functions (Emigration Law, Article 18).

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The edict of the Imperial Advisory Board of March 14th, 1898, contains additional specific rules and regulations for the guidance of the business conduct of agents throughout the empire. This edict stipulates

15022 *Defendants' Exhibit 20*

the details of the transportation contract to be entered into with the emigrant. Supplementing this, Prussia has issued the following orders for the supervision of agents:

Agents at the control stations are instructed not to sell tickets to Russian emigrants, unless they previously have been properly examined, disinfected, and passed at the control stations.

At the frontier crossings connected with the control stations (railway stations) agents are employed for the purpose of designating those arriving emigrants,
15023 whose further transportation will be assumed by the steamship lines. (Decree of the Prussian Government to the steamship companies of September 18th, 1894.)

Only judicious, prudent and tactful persons with a command of languages are to be employed as such agents. (Decree of the Ministry of the Interior to the Administrative Presidents of Governmental Districts, of March 14th, 1903.)

No official authority is vested in these agents, and any attempt on their part to assume such, must promptly and decisively be stopped by the police representatives. On the other hand, all efforts of the agents to comply with the regulations, are to be aided
15024 in every possible way, and the police authorities must take efficient action whenever emigrants attempt to avoid the fulfillment of these rules and regulations.

In addition to the preceding, there are in effect a number of rules and regulations for the purpose of preventing misunderstanding and inconvenience in the treatment of emigrants in transit. For this reason there should be employed as border police none but judicious, prudent and tactful officials, possessing so far as possible sufficient knowledge of languages to enable them to consult with these travellers. (Decree of the Minister of the Interior, of March 14th, 1903.)

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The same decree orders that complaints to the police made by emigrants in transit, concerning their treatment at the control stations, be reported immediately, if necessary by telegraph, to the superior authorities, who then must investigate the facts for themselves and render their decision in accordance with the result of their investigation. All complaints must be recorded in the journals, kept for the registration of through emigrants.

Emigrants in transit, who have succeeded in crossing the frontier, without complying with the preceeding stipulations, by decree of the Minister of Public Works, of January 16th, 1896, and of the Ministry of the Interior, of January 16th, 1896, are permitted to continue their voyage only, if they are willing to purchase transportation to Ruhleben, there to pass that control station. In the event of refusal to comply with this, such travellers are to be returned to the Russian frontier, if necessary by force, in accordance with the Russo-German Agreement governing border traffic, of February 10th, 1894.

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B. *Traffic to England.*

By joint decree of the Imperial Ministers of Education, of the Interior, of Commerce and of Public Works, of March 14th, 1903, the preceding rules and regulations were extended to cover also through traffic of Russian emigrants bound for England, modified only with respect to the amount of cash required by passengers at 100 Marks each for normal persons in good health over 10 years and at 50 Marks for those under 10 years of age.

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15028 *Defendants' Exhibit 20*

2. Present Status.

The rules and regulations governing the Prusso-Russian border traffic have recently been altered as follows:

Admission to Prussian state territory is to be granted only if the emigrant is provided with a proper legal passport, a passenger contract to a Non-German port of departure, issued by a steamship company licensed in Germany, a railroad ticket to the port of embarkation, and an amount of money, sufficient either to insure admission of the passenger to the country
15029 of his or her destination, or to pay for return passage to his or her home, in case of rejection there. This amount has been fixed at 400 Marks for each normal person in good health, of 10 years and over, and at 100 Marks for those under 10 years.

Non-German emigrants not complying with these stipulations when crossing the Russo-Prussian frontier, *are required to pass a control station*, such as at present are in operation at Bajohren, Tilsit, Eydtkuhnen, Insterburg, Prostken, Illowo, Ottlotschin, Posen and Ostrowo.

The equipment and conduct of these control stations is regulated by special directions.

15030 The preceding stipulations becoming effective cancel all previous directions appertaining to Non-German emigrants in transit crossing the Russo-Prussian frontier conflicting therewith, irrespective as to whether or not such emigrants are to be transported by domestic or foreign steamship companies. (Joint edict of the Ministers of the Interior, of Commerce and Trade, of February 26th, 1905.) Therefore all emigrants who are provided with tickets of the North German Lloyd and the Hamburg-American Line, are also required to pass a control station, when not in possession of sufficient funds.

The former regulations have been extended and made more severe, inasmuch as they now apply not

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only to emigrants in transit, for England, the United States of North America and Canada as heretofore, but to all such crossing the seas, and they require the proof of possession of 400 respectively, 100 Marks on the part of those, bound for England also.

The new rules are less severe for emigrants coming from Russia than the old, because they do not require the possession of a *cabin* ticket, in addition to passport, railroad ticket and cash; and allow emigrants to proceed without passing a control station, if able to show any passenger contract of any steamship company, licensed in Germany; a steerage ticket being deemed sufficient if the other requirements are complied with.

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In this connection the former privileged position of the German Central Committee for Russian Jews has been eliminated, there being no longer any reason for such privilege, this committee having ceased its activities long ago.

II. *Prusso-Austrian Frontier Traffic.*

For the regulation of the Non-German emigrant traffic across the Prusso-Austrian frontier, the minister of the Interior and of Commerce and Trade has, by edict of September 20th, 1904, decreed as follows:

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Admission to Prussian state territory is permissible only when emigrants in transit are provided with a passage contract entered into with a steamship company licensed in Germany, covering transportation to a Non-German port of landing, a railroad ticket to the port of embarkation and sufficient funds to guarantee their admission into the country of their destination, or to pay for their return journey home, in the event of their rejection there. As heretofore, the possession of 400 Marks is deemed necessary for all normal persons in good health over 10 years of age, and of 100 Marks for such persons under 10 years.

15034 *Defendants' Exhibit 20*

Non-German emigrants not complying with these stipulations are required to pass a registry station, such as are in operation at present at Myslowitz, Ratibor and Bingerbrück. The equipment and conduct of these registry stations is regulated by special directions.

Registry stations being governed by the same principles as those established in other German states, the passing of such stations shall be deemed sufficient for permitting travellers to cross Prussian territory.

These directions do not apply to Non-German emi-
15035 grants crossing the Russo-Prussian frontier and passing control stations located thereon. So far as these are concerned, rules and regulations in force remain unchanged. These stipulations becoming effective cancel all previous directions appertaining to Non-German emigrants in transit, conflicting therewith, and apply to all such emigrants, irrespective as to whether such emigrants are to be transported by German or foreign steamship companies.

Hence the requirements to be complied with by Non-German emigrants in transit who desire unhampered to cross the Prusso-Austrian frontier, are practically identical with those, pertaining to such traffic in transit on the Prusso-Russian border, with
15036 the only difference that in the event of non-compliance therewith, a registry station must be passed on the one and a control station on the other. These registry stations also are being maintained jointly by the North German Lloyd and the Hamburg-American Line. They serve, as do the control stations, a charitable, sanitary and peace police purpose; only the sanitary police control is not as strict as at the control stations.

The obligations assumed by the German steamship lines, in the case of every emigrant registered at these stations, are identical with those assumed at the control stations. Non-German emigrants in transit who

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have evaded these registry stations in violation of these rules and regulations, are to be stopped and sent home, unless they, of their own free will shall proceed to one of the registry stations, now being conducted at Ratibor, Myslowitz and Bingerbrück, or to the control station at Ruhleben, near Berlin.

The attention of the respective authorities has been called to the fact that the agents employed by the steamship companies at the registry stations are not vested with official functions, and that any attempt on their part to assume such, must be promptly and decisively stopped by the police representatives. On the other hand, every possible assistance must be rendered to agents striving to conform with regulations, and whenever emigrants attempt to act contrary to these rules and regulations, energetic action must be taken to compel compliance therewith.

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III. *Austro-Saxon Frontier Traffic.*

The Royal Government of Saxony has issued rules and regulations for the control of emigrant traffic in transit, crossing the Austro-Saxon frontier, which for all intents and purposes are identical to those governing Austro-Prussian frontier traffic. Registry stations have been established at Leipzig and two other points. Emigrants in transit having passed one of these stations, are allowed to travel through Prussian territory on their way to the port of embarkation without further formality.

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IV. *Austro-Bavarian Frontier Traffic.*

Law and Official Gazette for the Kingdom of Bavaria, No. 56, Munich, November 15th, 1905.

No. 23458, Information regarding the combating of cholera, with respect to emigrants in transit.

15040 *Defendants' Exhibit 20*

Royal Ministry of the Interior and of Traffic Matters.

In view of the prevalence of cholera in Russia, it is decreed, with the cordial assent of the Chancellor of the Empire; based upon Article 24, Chapter 1, Number 3, Paragraphs 2 and 25 of the Law of June 30th, 1900, with respect to combating common dangerous contagious diseases, and of the orders for the execution of such measures, No. 1, Part 2, issued by the Imperial Advisory Council February 21st, 1904, that, until further notice, the following regulations shall be in effect:

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1.

Emigrants in transit, coming from Russia, are permitted to cross the Bavarian frontier only by railway via Eger-Markt-Redwitz and Linz-Passau.

2.

At the railroad depots at Markt-Redwitz and Passau travellers coming from Russia are medically inspected, and all those afflicted with cholera, or suspected of being so afflicted, are isolated and quarantined. Emigrants in transit must obey the orders and follow the instructions given by the officials in charge and their subordinates.

15042

3.

Offences against numbers 1 and 2, unless subject to a more severe sentence under the Criminal Code of the Empire, are punishable by a fine of no more than 150 Marks, or imprisonment, as provided by part 46, section 3 of the Law regarding the combating of disease dangerous to the commonweal.

Munich, November 13th, 1905.

(Signed): DR. COUNT von FEILITZSCH.

In Representation:

State Councillor von Ebermayer.

Defendants' Exhibit 20 15043

2. *Instructions*

For the equipment and the conduct of the emigrant registry stations in the Administrative District of Oppeln.

The arrangement and management of the emigrant registry stations at Ratibor and Myslowitz, established with the consent of the state by the German steamship companies, the North German Lloyd and the Hamburg-American Line, is governed by the following rules and regulations, and any special orders, that may be issued hereafter by the undersigned Administrative President. 15044

I.

Emigrants in transit, crossing the Austrian frontier in contravention of rules and regulations for the control of Non-German emigrants in transit over the Prussian frontier issued by the Minister of the Interior and the Minister of Commerce and Trade on September 20th, 1904, are to be taken by the police authorities to the registry stations at Myslowitz and Ratibor, the nearest station to be chosen in each instance.

II. 15045

The decision as to whether or not emigrants in transit taken to these stations by the police authorities, or applying there of their own accord, shall be forwarded further, lies with the representatives of the steamship lines, subject to the condition set forth under section 3. When such transportation is denied, the police authorities shall supervise the return of such rejected passengers across the border.

15046 *Defendants' Exhibit 20*

III.

The forwarding of emigrants in transit is permitted only if the physicians employed at the stations have ascertained, that there are no sanitary reasons against it.

The appointments of physicians to such stations must be approved of by the undersigned Administrative President.

IV.

15047 Acceptance of emigrants in transit for further transportation on the part of the authorized representatives of the steamship lines must be recorded in registers that must be kept in duplicate for each steamship line. One set of these records is intended for the use of the police of the community, wherein the station is located; the other is to be retained by the representatives of the steamship lines. The police are responsible for the correct entering upon these records of the names and data concerning emigrants in transit, and for the conformity of both sets of records.

V.

15048 Both sets of records are to be closed and signed daily by the representatives of the steamship lines, and then to be submitted to the police authorities, who, in turn, are required to examine and certify the entries of each day by affixing their signature and seal. In connection with the set of records held by the police, an alphabetical index must be provided, containing the family and proper names of the persons registered, together with the number of the page of the entry. This index must be kept up to date.

VI.

The representatives of the steamship lines are required to expedite the departure of emigrants in tran-

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sit as soon as they have been registered, arranging however for such transportation in cars going through to the port of embarkation. Each emigrant in transit, upon being registered, is to be supplied with an identification card, similar to the sample attached, in order to avoid his being stopped and sent back while on his voyage through Prussian territory. This identification card is to be certified by stamp of the local police authorities.

VII.

15050

The steamship companies are required to provide suitable accommodation and shelter and maintain same in proper condition. They also must see to it, that emigrants consigned to their care who arrive aboard evening trains, do not remain outside of the accommodations provided for them. If such accommodations are not directly connected with the stations, the transportation of emigrants in transit to the place provided should be accomplished without delay.

VIII.

15051

When transmitting to the police authorities the daily records duly signed by their authorized agents, the steamship companies undertake the obligation, that neither the Prussian state, a Prussian community, or a Prussian charity organization shall be put to any expense on account of the persons registered, neither for their transportation, their possible return transportation, their accommodation, maintenance, care or burial, and to indemnify such state, commonwealth or organization in the event of their being put to any such expense.

Oppeln, July 14th, 1904.

The Administrative President:

(Signed): Holtz.

15052 *Defendants' Exhibit 20*

3. *Agreement*

Between the Imperial German and the Imperial and Royal Austro-Hungarian Governments with respect to through traffic in each other's territory.

Conditional on reciprocity, the two governments have agreed by an exchange of notes of January 25th, 1905, that neither will undertake measures to prevent persons wishing to emigrate from their territory from travelling through the territory of the other state,
15053 provided such persons are entitled to emigrate according to general rules and regulations.

Various Laws, Ordinances, etc., including those referred to in foregoing Supplement O.

TRANSLATION.

(Federal Laws of the North German Federation 1867, No. 5, p. 33.)

15054 (No. 8.) Law regarding Passes of Oct. 12, 1867.

We, Wilhelm, by the Grace of God, King of Prussia, etc. in the name of the North German Federation decree, after having obtained the consent of the Federal Council and the German Parliament (Reichstag), as follows:

Par. 1. No subject of the Confederation requires a pass to depart from Federal territory, to return to it, or for a stay or traveling within the same. But at their request passes or other pass papers shall be issued to them if there are no legal obstacles to their right to travel.

Defendants' Exhibit 20

15055

Par. 2. Nor shall a passage paper be required from foreigners, either when entering, or when departing over the frontier of the Federal Territory, nor during their stay or their travels within the same.

Par. 3. Federal subjects as also foreigners are however required, at official request, to submit sufficient identification in regard to their person.

Par. 4. Passes or other traveling papers, as well as other legitimation documents, which are issued by the proper officials of a Federal State, if they do not contain a specific restriction in this respect, are valid for the entire Federal territory.

15056

Par. 5. There is no obligation to submit the traveling papers for visée.

Par. 6. The following are authorized to issue passes to Federal subjects for entrance in Federal territory:

1). Federal ambassadors and Federal Consuls.

2). The ambassadors of every Federal State, but as far as subjects of other Federal States are concerned, only inasfar as the latter are not represented in their territory.

15057

3). As far as they are still in existence (Art. 56 of the Federal Constitution) the Consuls of every Federal State, inasfar as they possess this authority in conformity with the provisions applying to that state.

Those officials are authorized to issue foreign passes and other traveling papers, who, in conformity with the provisions applying to the individual Federal States, possess this authority, or who are authorized in future by the Confederation or by the governments of the individual Federal States.

Par. 7. For passes and other traveling papers uniform blanks are to be introduced and used.

15058 *Defendants' Exhibit 20*

Par. 8. For passes and other traveling papers there shall not be levied a higher stamp tax and execution fee than at most one Thaler for both.

The ambassadors and consuls are authorized to issue passes stamp-free and without expense. The individual government have the right to decide in what other cases this is permissible.

Par. 9. If the safety of the Confederation or any one of its Federal States, or the public welfare appears endangered by war, internal disturbances or other events, the obligation to be in possession of a
15059 pass can be temporarily introduced by a decree of the Federal Council either entirely or for a certain district, or for trips from and to certain states of foreign countries.

Par. 10. This law will take effect January 1, 1868.

All regulations, opposed to this, become null and void.

This does not, however, affect the regulations in regard to compulsory passes and traveling routes, nor the control of persons newly arriving, nor of strangers (foreigners) at their stopping place.

However, for the latter purpose, certificates of permission to reside may neither be introduced nor con-
15060 tinued, where they exist.

In Witness Whereof, Our Most High personal signature and the affixed Federal Seal.

Executed Baden-Baden, October 12, 1867.

(L. S.) WILHELM,

Graf v. Bismarck-Schoenhausen.

(Issued at Berlin, October 31, 1867.)

Defendants' Exhibit 20

15061

(Imperial Laws, 1879, No. 2, p. 3.)

(No. 1278.) Decree relative to restrictions of imports from Russia, of January 29, 1879.

We, Wilhelm, by the Grace of God, German Emperor, King of Prussia, etc., decree in the Name of the Empire, after having obtained the consent of the Federal Council, as follows:

Par. 1. To prevent the danger of bringing in contagious diseases, the importation of the following articles is forbidden from Russia over the Imperial frontier until further notice:

15062

Used personal and bed wash, used dresses (cloths), rags of all kinds, paper waste, furs, leather, hides, skins, half-finished as also chamois-dressed kid leather and sheepskin, bladders, guts in fresh and in dried condition, salted guts (Saitlings) felt, hair (including the so-called zackel wool) Bristles, feathers, caviar, fish and Saretabalsam.

Par. 2. The inhibition contained in Par. 1 does not apply to wash, articles of apparel and other traveling utensils, which travelers take with them for use.

The Imperial Chancellor is authorized to decree to what extent and in what manner such articles are to be subject to disinfection.

15063

Par. 3. The importation of sheep wool, so far as this has not been forbidden by decrees of the government officials, is only permitted after previous disinfection.

If the sheep wool to be imported has been subjected to a factory wash, the disinfection shall be restricted to the packing.

Par. 4. This decree shall take effect on the day of its publication.

15064 *Defendants' Exhibit 20*

In witness whereof Our Most High Personal Signature and affixed Imperial Seal.

Executed Berlin, January 29, 1879.

(L. S.) WILHELM,
Otto Graf zu Stolberg.

(Issued at Berlin, January 30, 1879.)

IMPERIAL LAWS, 1879, No. 4, page 9.

15065 (Nr. 1280.) Decree relative to the obligation to have pass of travelers coming from Russia. Of February 2, 1879.

We, Wilhelm, by the Grace of God German Emperor, King of Prussia, etc.

decree in the Name of the Law, based on Par. 9 of the Law relative to passes, of October 12, 1867 (Federal Law Journal, p. 33) as follows:

1. Beginning with the 10th of this month until further notice, every traveler coming from Russia must identify himself by pass, which has been viseed on the day of his departure from the Russian territory, by the German Embassy in St. Petersburg or by a
15066 German Consular official in Russia, or on either of the two preceding days.

Par. 2. To obtain this visée credible evidence must be produced that the holder of the pass did not stop in any place attacked by the pestilence or suspected of same within the last twenty days.

Par. 3. The pass shall be submitted to the frontier officials of this country for visée when entering via the Imperial frontier in order to obtain permission for the continuation of the trip.

 15067

Par. 4. The Imperial Chancellor is authorized to take the proper steps for the execution of this decree.

In Witness Whereof our Most High Personal Signature and the affixed Imperial Seal.

Executed Berlin, February 2, 1879.

(L. S.) WILHELM,

Otto Graf zu Stolberg.

(Issued at Berlin, Feb. 3, 1879.)

15068

IMPERIAL LAWS, 1879, No. 4, p. 10.

Nr. 1281. Publication regarding the admittance of Travelers from Russia over the Imperial frontier. Of. February 3, 1879.

Based on the authorization granted by me in Par. 4 of the decree of the 2nd inst. in regard to the coming from Russia (Imperial Law Journal, p. 9) obligation to possess pass on the part of travelers and in Par. 2, Art. 2 of the decree of the 29th ulto. relative to restrictions on the importations from Russia, (Imperial Law Journal No. 3), I hereby decree as follows:

15069

1. Travelers, coming from Russia, are only then to be adimtted over the Imperial frontier, if they identify themselves by passes, which are in entire conformity with the regulation of Par. 1 of the decree of the 2nd inst.

2. The traveling baggage of those travelers, who are in accordance herewith, to be admitted over the Imperial frontier, but who belong to a Russian Government, which has been attacked by pestilence, or is suspected of same, by domicile or ordinary stay, are

15070 *Defendants' Exhibit 20*

to be subjected to disinfection when entering via the Imperial frontier and before they are permitted to continue their journey. Of the wearing apparel, which such travelers have on their persons, the upper garments at least must be disinfected.

3. The disinfection (2) must be done by means of gaseous, sulphurous acid in the manner that the articles to be disinfected are to be exposed for at least 6 continuous hours in a closed room to the direct influence of the sulphurous acid and that at least 15 gramm sulphur to the cubic meter air space shall be
15071 burnt for this purpose.

Berlin, February 3, 1879.

Deputy of the Imperial Chancellor,

OTTO GRAF zu STOLBERG.

IMPERIAL LAWS 1879, No. 11, p. 125.

(Nr. 1292.) Decree relative to the partial abrogation of the restrictions on importations from Russia. Of April 8, 1879.

We, Wilhelm, by the Grace of God, German Em-
15072 peror, King of Prussia, etc.

decree in the Name of the Empire, after having obtained the consent of the Federal Council, as follows:

Beginning with the day of the publication of this decree in the stead of Par. 1 and 3 of the decree of January 29th of this year in regard to restrictions on importations from Russia (Imperial Law Journal p. 3) the regulations as follows will take effect:

To eliminate the danger of bringing contagious diseases into the country, the importation of the following articles from Russia over the Imperial frontier is forbidden until further notice:

Defendants' Exhibit 20

15073

Used personal and bed wash, used apparel, rags of any kind.

In Witness Whereof our Most High Personal signature and affixed Imperial Seal.

Executed, Berlin, April 8, 1879.

(L. S.) WILHELM,
Fuerst V. Bismark.

(Issued at Berlin, April 9, 1879.)

IMPERIAL LAWS 1879, No. 17, p. 155.

15074

(Nr. 1304.) Decree in regard to the obligation to hold pass of travelers coming from Russia. Of June 14, 1879.

We, Wilhelm, by the Grace of God, German Emperor, King of Prussia, etc.

decree in the Name of the Empire, based on Par. 9 of the law in regard to Passes of October 12, 1867 (Federal Law Journal, p. 33) abrogating the decree of February 2nd, this year relative to the obligation to hold pass of travelers coming from Russia (Imperial Law Journal, p. 9) as follows:

Par. 1. Until further notice every traveler, coming from Russia, must legitimate himself by pass, which has been viséed by the German Embassy in St. Petersburg or a German Consular official in Russia.

15075

Par. 2. The pass must be presented when entering over the Imperial frontier to the frontier officials of this country in order to obtain permission to continue this trip.

Par. 3. The Imperial Chancellor is authorized to institute the necessary general measures to carry out this decree.

15076 *Defendants' Exhibit 20*

In Witness Whereof Our Most High Personal Signature and affixed Imperial Seal.

Executed, Berlin, June 14, 1879.

(L. S.) WILHELM,

Fuerst v. Bismarck.

(Issued at Berlin, June 17, 1879.)

IMPERIAL LAWS 1879, No. 18, p. 158.

15077 (Nr. 1306.) Decree relative to the abrogation of the restrictions on importations from Russia. Of June 17, 1879.

We, Wilhelm, by the Grace of God, German Emperor, King of Prussia, etc.

decree in the Name of the Empire, after having obtained the consent of the Federal Council, as follows:

Beginning with the day of the publication of this decree the restrictions stipulated in the decree of April 8th, this year (Imperial Law Journal, p. 125) in regard to importations from Russia, become null and void.

15078 In Witness Whereof our Most High Personal signature and affixed Imperial Seal.

Executed, Berlin, June 17, 1879.

(L. S.) WILHELM,

Fuerst v. Bismark.

(Issued at Berlin, June 20, 1879.)

IMPERIAL LAWS 1881, No. 1, p. 1.

(Nr. 1400.) Decree relative to the obligation to hold pass of travelers coming from Russia. Of December 29, 1880.

Defendants' Exhibit 20

15079

We, Wilhelm, by the Grace of God, German Emperor, King of Prussia, etc.

decree in the name of the Empire, based on Par. 9 of the law in regard to Passes of October 12, 1867 (Federal Law Journal, p. 33), pursuant to the decree of June 14, 1879, relative to the obligation to hold pass of travelers coming from Russia (Imperial Law Journal, p. 155) as follows:

Par. 1. The obligation of travelers coming from Russia to have their passes viséed, in conformity with Par. 1 and 2 of the decree of June 14, 1879 (Imperial Law Journal, p. 155) is abrogated, as far as the subjects of the German Empire and those of other countries are concerned, where Germans are permitted admittance without it being necessary to have their passes viséed by an embassy or consular official of the country in question.

15080

Par. 2. By this decree the other regulations of the decree of June 14th, 1879 remain unaffected.

Par. 3. The Imperial Chancellor is empowered, to institute the necessary general measures to carry out this degree.

In Witness Whereof Our Most High Personal signature and affixed Imperial Seal.

Executed, Berlin, December 29, 1880.

15081

(L. S.) WILHELM,

Fuerst v. Bismark.

(Issued at Berlin, January 6, 1881.)

15082 *Defendants' Exhibit 20*

IMPERIAL LAWS, 1894, p. 343.

(No. 2164.) International Agreement, respecting Measures against the Cholera, of April 15, 1893.

(Promulgated at Berlin, April 26, 1894.)

Convention.

His Majesty the Emperor of Germany, King of Prussia, in the name of the German Empire His Majesty the Emperor of Austria, King of Bohemia, etc., etc., and Apostolic, King of Hungary; His Majesty
15083 the King of the Belgians; the President of the French Republic; His Majesty the King of Italy; His Royal Highness the Grand Duke of Luxemburg; His Highness the Prince of Montenegro; Her Majesty the Queen of the Netherlands and in her name Queen Regent of the Kingdom; His Majesty the Emperor of all the Russias; the Swiss Federal Council,

Having decided to establish common measures to safeguard the public health in time of cholera epidemic, without occasioning useless obstacles to commercial transactions and to the movement of travellers, have named as Their Plenipotentiaries: [Here follows a list of same.]

15084 Who, having exchanged their powers found in good and due form, have agreed to the following provisions:

I.

In what concerns international prophylaxis applicable to travellers and to merchandise:

Shall be applied henceforth the measures indicated and specified in the Annex 1 of the present Convention.

Defendants' Exhibit 20

15085

II.

In what touches the sanitary regulation of the mouth of the Danube (Mouth of Soulina):

Are adopted the provisions recorded in the Annex II.

III.

The parts hereto annexed have the same value as if they were incorporated in the present Convention.

15086

IV.

The present Convention shall have a duration of five years to begin from the date of the ratification. It shall be renewed five years at a time by tacit holding over, saving notice of withdrawal, within a period of six months before the expiration of this term, by one of the High Contracting Parties.

The notice of withdrawal shall produce its effect only in respect to the Country or Countries which shall have given notice of it. The Convention shall remain executory for the other States. The High Contracting Parties reserve to themselves equally the right to propose, by way of diplomatic negotiations, the modifications which they may judge necessary to be introduced in the Convention and its Annexes.

15087

The present Convention shall be ratified; the ratifications thereof shall be deposited at Berlin as soon as possible and at the latest within the period of six months to date from the 15th of April, 1893.

In faith whereof, the respective Plenipotentiaries have signed it and have affixed their seals thereto.

Done in ten copies, at Dresden, the 15th of April, 1893.

15088 *Defendants' Exhibit 20*

Annexes to the Convention.

Annex I.

Title I.

Measures designed to keep the signatory Governments of the Convention informed of the state of an epidemic of cholera, as well as of the means employed to avoid its propagation and its importation into the unaffected places.

15089 Title II.

Conditions in which the territorial area ought to be considered as contaminated or healthy.

Title III.

Necessity of limiting to the contaminated territorial area the measures designed to prevent the propagation of the epidemic.

Title IV.

15090 *Susceptible merchandise or objects inspected with reference to prevention of importation or transit—and of disinfection.*

I.

Importation and transit.

II.

Disinfection.

Defendants' Exhibit 20

15091

Title V.

Measures to be taken at land frontiers. Service of the Railroads. Travellers.

The carriages affected in the transportation of travellers, mail and baggage cannot be retained at the frontiers.

If it happens that one of these carriages be contaminated, it shall be detatched from the train in order to be disinfected, whether at the frontier, or at the nearest station for stopping, when this shall be possible.

15092

It shall be the same for carriages with merchandise.

Only those sick with cholera and persons attacked with cholora—form symptoms can be detained.

It is important that travellers be subjected, with reference to their health, to an inspection on the part of the personnel of the railroads.

Medical intervention shall be limited to a visit of the travellers and to the care to be given to the sick.

If there is a medical visit, it shall be combined, as far as possible, with the custom-officer's visit, so that the travellers may be detained the least possible length of time.

When travellers coming from a contaminated place shall have arrived at destination, it shall be of the highest utility to subject them to an inspection of five days to be counted from the date of the departure.

15093

The measures concerning the passage at the frontiers of the personnel of the railroads and mail are of the jurisdiction of the administrations interested. They shall be combined so as not to impede the regular service.

The Governments reserve to themselves the right to take particular measures in regard to certain classes of persons, especially towards:

15094 *Defendants' Exhibit 20*

a) gypsies and vagabonds;

b) emigrants and persons travelling or passing the frontier in groups.

Title VI.

Special Regulation of Zones—Frontier.

Title VII.

River Ways. Rivers, Canals and Lakes.

15095

Title VIII.

Maritime Part—Measures to be taken in the Ports.

Annex II.

Measures to be taken in regard to ships proceeding from a contaminated port and ascending the Danube.

I. *Measures to be taken at Soulina.*

II. *Measures to be taken upon the shores of the river.*

15096

PROTOCOL OF ADHESION.

(Great Britain ratified the convention, with certain exceptions, on July 13 at London, and July 15 at Berlin, 1894. In a foot note to this protocal (p. 367), it is stated the following countries had also then ratified the Convention: Germany, Austro-Hungary, Belgium, France, Great Britain and Ireland, Italy, Luxemburg, Russia and Switzerland. It appears from official proclamations (Bekanntmachungen), issued by

the German Government from time to time and printed in the Imperial Laws, that the following countries subsequently ratified the Convention: Servia, and the Principality of the Liechtensteins, (a small state of Germany between the Tyrol and Switzerland) on February 15, 1895 (Imperial Laws 1895, p. 152); the British Colonies of Natal, Ceylon, Lagos, St. Helena and Canada on December 14, 1895, (*id.*, 461); and Roumania on October 18, 1897 (*id.*, 1897, p. 776). A new International Convention, covering the Plague, Cholera and Yellow Fever, was entered into by the various Governments on December 3, 1903.)

15098

TRANSLATION.

Copy.

E. PASS and FOREIGN POLICE.

120) Circular to all Royal District Presidents and to all Royal Province Presidents of October 8th, 1893, in regard to emigration via Holland.

As I have been informed, quite a large number of of foreign emigrants have gathered recently in the government district of Osnabrueck, whose further trip to Holland ports has encountered difficulty for 15099
the reason that they are only allowed to pass the Dutch frontier if they already are in possession of the proper steamer ticket, which the majority of them, however, do not possess. The difficulties arising from this have been increased by the fact that those emigrants, that emanate partly from Russia via Memel, Eydtkuhnen or Stettin and partly from Galizia, are very often not provided with sufficient funds for this unexpected stay. For this reason I would again recall attention to the regulations governing the admission of foreign emigrants to Prussian ground, especially as they have

15100 *Defendants' Exhibit 20*

been stipulated in the decrees of May 6th, last year, and March 17th and May 24th of the current year.

According to these regulations Russian emigrants shall be absolutely excluded from entering Prussian ground, if they cannot show a proper pass, a cabin ticket to America and as much cash as is required to assure their journey to America and their acceptance there in view of the so-called pauper law. For this, in the case of healthy and not weakly persons, if they are older than 10 years, the sum of M.400 for each one is required; for younger persons the sum of M.100 each. Only those Russian emigrants are
15101 exempted from proving that they are in possession of sufficient cash funds, who can either present the cabin ticket of a German steamship company for the voyage to America and complete railroad ticket for the journey to the steamship port, or give a guarantee of the German Central Committee for the Russian Jews in that city that they will be sent to America without expense or stay-over in Germany and, in case they should be rejected there, there they will be transported back to their mother country. On the other hand, the possession of a cabin ticket of a foreign steamship company does not suffice to replace the evidence of cash funds. Whoever is in possession of
15102 such a ticket must furthermore not only be in possession of a pass, but must also prove that he is in possession of the cash funds which are required to assure his further journey to America and his admittance there in conformity with the regulations of the Pauper Law.

These regulations apply to Galician emigrants with the exception that the possession of a pass and a cabin ticket as a preliminary condition to pass the frontier is not required. On the other hand, the Galician emigrants, if they desire to travel through Prussia must also be able to prove either that they have the nec-

15103

essary cash funds or the steamship ticket of a German steamship company for the journey to America, and railroad tickets to the steamship port, or the specific guarantee for their further transportation and permanent support on the part of the German Central Committee for Russian Jews.

IMPERIAL LAWS 1894, No. 32, p. 501.

(Nr. 2188.) Decree relative to the obligation to hold pass of travelers coming from Russia. Of June 30, 1894. 15104

We, Wilhelm, by the Grace of God, Emperor of Germany, King of Prussia, etc.

decree in the name of the Empire, based on Park 9 of the law relative to Passes of October 12, 1867 (Federal Law Journal, p. 33) abrogating the decree of December 29, 1880 in regard to the obligation to hold pass of travelers coming from Russia (Imperial Law Journal, 1881, p. 1), as follows:

Par. 1. The obligation of travelers coming from Russia to have their pass viseed in conformity with Par. 1 and 2 of the decree of June 14, 1879 (Imperial Law Journal, p. 155) is abrogated. 15105

Par. 2. The other provisions of the decree of June 14, 1879 are not affected by this decree.

Par. 3. The Imperial Chancellor is authorized to institute the necessary general measures to carry out this decree.

In Witness Whereof our Most High Personal Signature and affixed Imperial Seal.

Executed, Kiel, June 30, 1894.

WILHELM,
Graf von Caprivi.

(Issued at Berlin, July 11, 1894.)

15106 *Defendants' Exhibit 20*

TRANSLATION.

Copy.

Minister of the Interior.

Berlin, Sept. 18, 1894.
Received Sept. 28, 94. No. .....
Received
Answered ..... Sept. 30, 94
Answered.

In reply to the representations made by the representatives of the North German Lloyd and the Ham-
15107 burg American Packetfahrt A. G. of July 24th and August 17, 1893, of January 29th, March 28th, July 23rd and 24th, 1894, we hereby approve, referring to the conference held in the Ministry of the Interior on May 4th of this year, at which the Directors Marquardt-Bremen and Ballin-Hamburg were present, the erection of so-called "Control Stations" at the Russian frontier, with the right to recall at any time, on the following conditions for the purpose of regulating the transportation of emigrants passing through the country from Russia to Bremen and Hamburg:

1). Both steamship companies must establish the control stations as also subsequently perhaps, remove
15108 the same and shall stand all expenses which are incurred hereby as also for the maintenance and the operation of the stations.

Furthermore, both companies must guarantee under joint liability, the expenses which may be caused the State, the communities or the charity organizations:

a). By transporting the through-emigrants, admitted to the stations, regardless of whether the latter were actually received in the stations or not, and regardless of in what direction or for what reasons whatever the transportation is made.

b). By providing for, housing and taking care of (eventually also burying) these through-emigrants, regardless of whether these expenses were caused at the stations or anywhere else in Germany, whether they were caused on the journey to or back.

This obligation of both companies also remains in force toward the State, the communities and the charity organizations, should the through emigrants who are admitted to the control stations subsequently perhaps buy steamship tickets of other companies.

2). Control stations shall first be established in Bajohren, Eydtkuhnen, Prostken, Jllowo and Ottlotschin. 15110 Both steamship companies, however, bind themselves to establish and maintain other stations at any time upon request, at other frontier points, with corresponding equipments. On the other hand, the companies can be forbidden the further use of stations already established and be ordered to remove them. This can especially be demanded if the requirements stipulated in regard to the erection and management of the stations are not conformed with sufficiently.

3). The control stations are to be erected near to railroad stations, in accordance with the plans and description submitted on July 24th of this year.

The examination of the plans, in detail shall be 15111 left to the proper officials in accordance with the building, and sanitary-police regulations involved.

The erection as planned, however, is to be further complemented in the manner that every control station must have a corresponding room, in which sick people separated as to their sex, can be housed and nursed. The government police officials shall decide in what manner this requirement shall be complied with in each station.

Therefore, each station shall comprise four buildings, separated from one another:

15112 *Defendants' Exhibit 20*

a). A Barrack of about 30 meters length, 15 meter width and 4 1/2 meter height, comprising a waiting room for the arriving through-emigrants, separate disrobing,—bath—and dressing rooms for men and women, adequate rooms and apparatus for disinfection, furthermore doctors' and staff rooms, as well as finally, a waiting room for the through-emigrants who have been disinfected.

b). a barrack of suitable size, in which, separated as to sex, those suspected of being ill can be housed and treated.

15113 c). A suitable sick room for receiving men and women separately.

d.) A lavatory, as per regulations, complying with the needs.

A complementing or extending of the equipment arranged for must always be effected on demand.

Furthermore, the stations are to be isolated as much as possible, which, in accordance with the instructions of the government police officials, must be effected by erecting a fence or in any suitable manner.

I, the Minister of public works, have empowered the proper Royal Railroad Administration to give over to both steamship companies the ground required for the
15114 erection of the control stations; in regard to the private railroads involved, the Royal Railroad Commission has been provided with the proper instructions.

4. In every control station there must be employed by the steamship companies:

a). A Doctor, for whom a substitute must be held in readiness.

b). The necessary attendant and managing force.

The doctor must see to the sanitation of the station and is responsible for this. He must examine the

through emigrants upon their arrival in the station and must instruct whether they are to be treated as in good health, suspected of being sick, or sick.

a). Those in good health (but only *they*), after they have passed the station and been subjected, together with their belongings, to the prescribed disinfection process, must be transported as quickly as possible to the embarkation port. When granting permission for continuance of the trip, humanitarian grounds are to be considered as well as the sanitary.

b). Those suspected of being sick are to be housed in that part of the station set aside for them and are there to be subjected to at least five days of observation before they, if their transfer to the Department for Sickness has not been found necessary, can be allowed to continue their journey, as in good health, to the ports, or be transported back over the Russian frontier. 15116

c). Sick people are to have suitable medical treatment in the room set aside for them, until they can be treated in the same manner as healthy emigrants and either their further journey be effected or their return transportation over the Russian frontier. In case of death, the companies must attend to the burial. 15117

The sicknesses in question are not only cholera, but also all other contagious diseases, as small pox, spotted typhus, diptheria, etc.

5. As the equipment and maintenance of the stations is exclusively at the expense of both steamship companies, only those emigrants can be admitted to the stations, who intend to travel with the ships of these companies. In order to facilitate the control, the companies agree as far as in their power to deliver their tickets to the emigrants even at the other side of the frontier. Furthermore, they agree to employ at every

15118 *Defendants' Exhibit 20*

frontier pass belonging to the control stations (R. R. station) an official who shall designate emigrants arriving there, and whose further transportation is taken over by the companies.

As long as there are no special police considerations in individual cases, those emigrants from Russia, whose further transportation through Germany is attended to by the steamship companies in the manner mentioned, are allowed to pass the frontier, without their being required to comply with the demands, which otherwise remain in force unchanged (cabin ticket or possession of a certain sum of money and
15119 presentation of the pass), as in this case, the companies take the obligation of the emigrant.

The companies agree, however, to see to it as much as possible, that the through emigrants to be received at the control stations carry at least an identification paper of the simplest kind (birth or baptism certificate, frontier pass, pass or blue book), to give information in regard to their extraction and origin.

I, the Minister of the Interior, reserve the right to demand generally, in the future, the possession of such a paper as a preliminary condition for the admittance to such a control station.

15120 6. The transportation from the frontier to the control station of the through emigrants taken over by the officials of the companies must be effected in closed troups, avoiding all contact with the public, otherwise present, and must be attended to via the shortest route, under proper guard.

7. No emigrant who is admitted to the control stations may, undertake independently and according to his own judgment, the trip through Prussia to the embarkation ports, and this must be avoided by the companies through special measures. The further transportation is exclusively matter of the companies

15021

and must be done in closed troups (whether in special trains or in a special emigrant car, attached to a special train), in regard to which special arrangements must be made by the companies with the railroad administration.

During the railroad trip the through emigrants are to be kept strictly isolated from the rest of the public. They may, therefore, only be transported in a train, in a number for which sufficient public toilets are installed, intended only for emigrants.

The other through-emigrants are to be rejected and for the present remain in the station.

15022

It is not required that an accompanying doctor be given the emigrant trains. On the other hand, the companies must see to it that at suitable stopping stations, always after a trip of about six hours, there is a physician at disposal, who can examine the condition of health and in case of sickness, make the necessary arrangements.

All through emigrants who are transported by railroad from the control stations to Bremen or Hamburg are to be sent via Ruhleben, where, during a suitable stop, they are to be subjected to medical examination and proper treatment (washing, disinfection).

15023

8. The companies expressly assume the obligation, also to do all in their part that those through—emigrants from Russia, who have been rejected at the control stations or somewhere else after leaving it on their further trip, be transported back, not only over the frontier, but to their home, as soon as possible.

9. The control stations and everything else pertaining to its operation are subject to permanent police inspection. The companies are obliged to suffer the necessary measures to carry out this inspection, respectively to make it possible.

15124 *Defendants' Exhibit 20*

The companies, in case they do not comply with their obligations, are in danger of use being made of the reserved right to recall, and that the privileges allowed both companies at the frontier will be revoked.

The Royal Provincial Presidents of the Provinces of East and West Prussia have been entrusted with the instructions further necessary to carry out this decree, and will also determine on what day, after the completion of the necessary preparations, the individual control stations are to be put in operation and the regulations in regard thereto enter into force to their full extent.

15125 If desired, communicate with the said Provincial Presidents for further information.

The Royal Prussian Minister of the Interior.
(Signed.) GRAF EULENBERG.

The Royal Prussian Minister of Public Works.
(Signed.) THIELEN.

The Royal Prussian Minister
for Commerce and Trade
per attorney
signed. v. Wendt.

The Royal Prussian Minister
of clerical, educational
and medicinal affairs:

15126 per attorney
signed. Cartsch.

TRANSLATION.

Copy. 3.

Ministry of Public Works,

Berlin, January 13, 1896.

Referring to my decree of June 21, 1893, No. II/III 5344, in regard to through emigrants from

Russia, who have crossed the frontier unlawfully and arrived in the interior, the regulations regarding them are stipulated as follows:

1. Emigrants from Russia, who are not in possession of a proper pass and of a cabin ticket for the ocean voyage and who wish to buy tickets at an interior station for another interior station or for a sea port, shall be refused them. They shall only receive a ticket for their return to Russia or to the next control station, or if they are bound toward a station westward of Schneidemuehl, ticket is to be issued to Ruhleben. 15128

If any doubt exists whether the travelers are emigrants from Russia, or if they refuse to buy a ticket to the aforesaid stations, they shall immediately be conducted to the nearest official of the general police administration, which latter shall decide. It is also left to the police administration to see to it that the emigrants actually take the trip to the control stations, in conformity with the tickets issued to them, or that they return to Russia. The officials of the railroad administration do not take any responsibility for this but they must render the police officials their full support in seeing to it that the emigrants are conducted to the control stations. 15129

2. The train, station and control personnel of the railroad administrations of the eastern lines shall be instructed to see to it in trains going west, carefully but without annoying not interested travelers, that these are not used by emigrants from Russia (even though in possession of proper tickets) who have passed the frontier unlawfully, *i. e.*, who are neither in possession of a proper pass and a cabin ticket nor have passed through an emigrant control station, but who have nevertheless, without being recognized, bought a ticket at the ticket office, or who contrived to

15130 *Defendants' Exhibit 20*

get one through a third person. Travelers, who under given circumstances, are suspected of such an attempt are to be reported to the station agent at the next station, who is to see to it that such travelers be brought before the police officials.

It is remarked in this connection that every emigrant, who has properly passed a control station, is to be provided with a certificate to this effect, so that the non-possession of such a certificate justifies the assumption of having slipped by the control station.

The R. R. officials are entitled to demand the presentation of this certificate. The police officials must
15131 then definitively determine whether it is a case of improper avoidance of the control station and take further steps.

The decree issued by the Minister of the Interior to the Provincial President in Koenigsberg, Stettin, Pottsdam and Posen of the 16th inst. is attached herewith in copy.

THE MINISTER OF PUBLIC WORKS,
signed THIELEN.

Copy.

15132 Berlin, January 16, 1896.

Ministry of the Interior.

I respectfully beg to inform the Central Administration that other instructions in regard to the treatment of emigrants from Russia who have unlawfully passed the frontier and arrived in the interior, have been issued, in conformity with which such emigrants shall receive tickets to interior control stations lying east of Berlin, respectively to Ruhleben, or back to Russia. (See Translator's note below.) A premise for this is that all emigrants received at the control

Defendants' Exhibit 20 15133

stations and accepted for over-sea transportation receive a certificate in regard to their admittance to one of the stations. As far as I know, this is already the case. Nevertheless, I do not wish to omit calling the attention of the Central Administration to it, so that any measures that may be further deemed advisable may be taken.

THE MINISTER OF THE INTERIOR,
signed. VON DER RECKE.

To the Central Administration
Emigrant-Control Stations,
this city.
B. 11781, August 2. 15134

Trans. Note. This sentence in the German is not quite clear, as the word "ticket" transportation or a similar word seems to have been omitted. We believe we have given the correct interpretation. L.T. B."

IMPERIAL LAWS, 1897, pp. 463-472.

(No. 2393) *Law concerning Emigration. Of June 9, 1897.* 15135

We William, by grace of God, German Emperor, King of Prussia, &c., enact in the name of the Empire, upon the consent given by the Federal Council and the Reichstag, as follows:

I.—*Grantees.*

Sec. 1. He who desires to undertake the forwarding of emigrants to countries outside of Germany (grantee) must have a license.

15136 *Defendants' Exhibit 20*

Sec. 2. Giving and refusing this permission belongs to the Chancellor of the Empire, with the consent of the Federal Council.

Sec. 3. As a rule permission is only to be given to:

(a) Citizens of the German Empire who have their commercial establishment within the territory of the Empire.

(b) Mercantile companies and corporations who have their seat within the Empire; co-partnerships and commanditt companies and
15137 commanditt companies on shares, however, only if the individually liable associates are all German citizens.

Sec. 4. To foreign persons or corporations, as well as to citizens of the German Empire who have not their commercial establishment within the Empire of Germany, the license can only be given if:

(a) They appoint a citizen of the Empire, residing therein, as their attorney in fact, who shall lawfully represent them in the matters concerning the forwarding of emigrants, with Authorities or private persons.

15138 (b) If they subject themselves to the German Law and the German Courts in all legal controversies arising out of the acceptance and forwarding of the emigrants.

Sec. 5. Before permission is given, the applicant has to deposit securities for at least 50,000 marks, and if intending to undertake transoceanic forwarding business he must prove further that he is a shipowner.

Sec. 6. Permission is to be given only for particular countries, and portions of such, or particular

places, and in case of transoceanic forwarding only for particular ports of embarkation.

Sec. 7. In case of granting a license to such German Companies whose object it is to procure settlers for lands acquired by them in transoceanic countries, the Chancellor of the Empire is not bound by the provisions of section 5; for particular reasons, however, exceptions from the provisions of Art. 5 may be made.

Sec. 8. Permission entitles the grantee to do business throughout the German Empire, with the following restrictions: Outside of the communality of his place of business and that of his branch office, he has —as far as concerns more than giving information to inquiries and the publication of conditions and forwarding opportunities—to avail himself of the assistance of agents as provided in section 11. 15140

Sec. 9. The grantee can have substitutes to transact his business. The appointment of such is necessary for the establishment of such offices. After the death of a grantee and in case of a guardianship or administration, the carrying on of the business can only be continued by the substitute for not more than six months. The appointment of a substitute has to be approved by the Chancellor of the Empire. 15141

Sec. 10. Though permission given to the grantees can, with the consent of the Federal Council, be restricted or revoked at any time by the Imperial Chancellor, the permission of the appointment of a substitute can be revoked by the Imperial Chancellor at any time.

15142 *Defendants' Exhibit 20*

II.—*Agents.*

Sec. 11. Whoever desires to assist in the manner described in section 1 by preparing and contracting the forwarding of emigrants (agent) requires permission therefor.

Sec. 12. This permission is given by the high administrative authority.

Sec. 13. Permission can only be granted to citizens of the Empire who reside or do business within the
15143 district of this high administrative authority (section 12). This permission cannot be granted even under compliance with the above requirements:

(a) If facts are known which prove the unreliability of the applicant with regard to business contemplated by him.

(b) If permission has already been granted (section 15) to a number of persons considered sufficient for the proportion of the district by the authorities thereof.

Sec. 14. Before permission is granted, the applicant has to give security for at least 1,500 marks.

15144 Sec. 15. Permission to do business in the district of the authority granting the same, if the same is not limited to a part thereof only, can be given; with the consent of this authority, the extension of the business into neighboring districts can be granted to the agent by the authorities of such districts.

Sec. 16. Agents can not transact business of the kind mentioned in section 11 for persons other than those mentioned in the instrument of permission, or for their own account.

Sec. 17. Agents cannot carry on business in branch offices by substitutes or in traveling about.

Sec. 18. Permission granted to agents can at any time be limited or revoked. Permission must be revoked:

(a) If the requirements of section 13 are not complied with.

(b) When facts exist which prove the unreliability of the agents in regard to his business transactions.

15146

(c) If securities, in part or wholly, have been applied to cover claims, and are not replaced within four weeks after being called for.

Sec. 19. Complaint against the ordinances of the authorities based on sections 11, 15 and 18 can be entered at the supervising authority within two weeks.

III.—*Ordinances for Grantees and their Agents.*

Sec. 20. The securities deposited by grantees and their agents serve for all liabilities, fines, and costs arising from their business transactions with emigrants and with the authorities. 15147

Sec. 21. The Federal Council issues the necessary regulations about the management of the business of principals and agents, particularly:

(a) About the books and registers to be kept, statistics and other records, as well as the blank forms to be used.

(b) About the manner of giving security and the conditions which are to be entered in the bond concerning the liability and supplementing and restoring the securities.

15148 *Defendants' Exhibit 20*

IV.—*General Provisions Regarding Forwarding Emigrants.*

Sec. 22. The grantee is permitted to forward emigrants only on the basis of a previously executed written contract. The emigrants cannot be placed under obligation to pay or refund the whole or part of the passage money, or to refund or work out any advances made to them, after their arrival at their place of destination; neither can they be restricted in the selection of their occupations or places of residence in the foreign land.

15149

Sec. 23. The forwarding and making contracts to forward:

(a) Of persons owing military duty of the age beginning with 17 and ending with 25 years, before they have procured a certificate of discharge (section 14 of the law about acquiring and losing German citizenship of June 1, 1870) or a certificate of the commission for substitutes, showing that their military duty does not interfere with their emigration.

(b) Of persons whose arrest has been ordered by any court or police authority.

15150

(c) Of German citizens for whom the passage money has been paid wholly or in part, or who have received advances from foreign governments or colonial societies or similar agents —are prohibited (Exceptions to this can be granted by the Imperial Chancellor).

Sec. 24. Emigrants who do not possess the necessary certificates mentioned in section 23, or who belong to the class of persons mentioned in *b* and *c* of the same section, may be prohibited from leaving the

Empire by the police authorities. The police authorities in the seaports are authorized to prohibit the grantee from shipping persons whose forwarding is prohibited by this law.

V.—*Special Regulations for Sea Transportation of Emigrants to other than European Countries.*

Sec. 25. Contracts regarding sea transportation of emigrants must include transportation and board to and including the foreign port of landing. The same is to be extended to the transportation and boarding from the port of landing until the place of destination, as required by the granting of permission (section 1). If the emigrants take passage in a foreign shipping port (not German), or if a change of ships has to take place, these must be mentioned in the contract. 15152

Sec. 26. The sale to emigrants of passage tickets from a transoceanic place is forbidden. This prohibition does not apply, however, to contracts under which the grantee agrees also to forward the emigrants from transoceanic ports.

Sec. 27. The grantee is obliged to board and lodge the emigrants at the appointed place of forwarding or shipping without cost, if the delay of departure is not caused by the emigrant. 15153

Sec. 28. If the delay lasts longer than a week, the emigrant has the right to withdraw from the contract and to demand the restitution of his passage money.

Sec. 29. The restitution of the passage money can be demanded also if the emigrant or any member of his family accompany him should die before the beginning of the sea voyage, or if he can prove that by sickness or other circumstances beyond his control he is prevented from undertaking the sea voyage. The

same refers to cases concerning the restitution of the corresponding part of the passage money where, according to section 26, the forwarding from a transoceanic port of landing is prevented. The return of one-half of the passage money can be demanded if the emigrant withdraws from the contract for other reasons before the voyage begins.

Sec. 30. Should the ship by accident or any other cause be prevented from continuing the voyage, or by such causes is delayed on the voyage, the contractor (section 1) is bound to furnish the emigrants sufficient
15155 lodging and board, and to forward them and their baggage to the place of destination as soon as possible. This ordinance applies also to the forwarding from the transoceanic port of landing (section 26).

Sec. 31. Agreements contrary to the conditions of sections 27-30 have no legal force.

Sec. 32. The grantee can be compelled to insure his obligation arising from the sections 27-30, in a sum exceeding by one-half the amount of the passage money, or to deposit an amount sufficient to cover this sum.

Sec. 33. Grantees are responsible for the seaworthi-
15156 ness of the ships by which the emigrants are conveyed, as well as for their proper provisioning, as prescribed by law. These obligations also rest upon the captains of the ships.

Sec. 34. Every emigrant ship, before entering upon its voyage, is subject to inspection as to its seaworthiness, outfitting arrangement, and supplies of provisions. This examination is conducted by official inspectors appointed by the respective governments.

Sec. 35. Before the departure of the ships, the emigrants and ship's crew must be examined as to their

health by a physician appointed by the emigration authorities (section 40).

Sec. 36. The Federal Council creates ordinances covering the condition, arrangement, outfit, and supplying with provisions of emigrant ships, and official inspection and control of the same, and the sanitary inspection of the passengers and crews before embarkation, the exclusion of sick people, the management of embarkation, and the protection of emigrants in regard to health and morality. The ordinances promulgated by the Federal Council are to be published in the law paper of the Empire, and to be submitted to the Reichstag at its next sitting. 15158

Sec. 37. As emigrant ships, in the sense of the law, are to be considered all vessels sailing to other than European ports and carrying—not considering the cabin passengers—at least twenty-five passengers.

VI.—*Authorities of Emigration.*

Sec. 38. For the assistance of the Imperial Chancellor in executing the duties and rights pertaining to his office in regard to emigration affairs, a council of competent persons, consisting of a president and at least fourteen members, is created. The president is 15159 appointed by the Emperor, and the members are elected by the Federal Council. Every two years a new election of members takes place. In general, the organization of the council is regulated by the Federal Council, and its actions by a self-made order of business.

Sec. 39. This council must be consulted before permission is granted for enterprises the object of which is the settlement of particular parts of transoceanic countries, as well as in limiting or revoking the license

15160 *Defendants' Exhibit 20*

of a grantee. Besides this, the Imperial Chancellor may bring before this council, for consideration, proper and important questions about emigration, and motions can be brought by the council before the Imperial Chancellor.

Sec. 40. For the supervision of emigration and the proper execution of the ordinances thereof, emigration officials are to be appointed by the respective state governments in seaports where grantees have been licensed.

15161 Sec. 41. In the seaports, the Imperial Chancellor causes the supervision of emigration by commissioners appointed by himself. These commissioners are empowered to assist in the inspections provided for in Section 34; also, to undertake independent inspection of emigrant ships. They have to call the attention of the state governments to discovered defects and violations, and insist upon their being remedied. The captains of emigrant ships are compelled to give the commissioners, when asked for, a truthful statement about all the circumstances connected with the ship and the voyage, and to permit them at any time to enter the ship's rooms and examine the ship's papers. In foreign countries, the duties of the commissioners.
15162 for the protection of the German emigrants, are executed by the authorities of the Empire, to whom, if necessary, assistant commissioners can be attached.

VII.—*Forwarding from Ports outside of Germany.*

Sec. 42. By Imperial order, with the consent of the Federal Council, ordinances of the kind mentioned in section 36 can be issued for the regulation of forwarding emigrants and passengers in German vessels sailing from other than German ports.

VIII.—*Fines.*

Sec. 43. Grantees (§1) who violate the ordinances of sections 8, 22, 23, 25, 32 and 33 (see subdivsion 1) or the ordinances issued for the management of their business by the competent authorities, are liable to a fine of 150 to 6,000 marks or imprisonment up to six months. If the violations have been committed by a substitute (section 9) the latter is amenable to punishment; the grantee is likewise amenable with him if the violation has been committed with his knowledge, or if he has failed in the necessary care and supervision of his substitute as far as it was possible under the circumstances. The same fine is imposed upon ship captains who violate the obligatons imposed upon them by section 33, subdivision 2, and section 41, subdivision 3, or the ordinances issued under section 36, without distinction as to whether the violation has been committed in the inland or in foreign countries. 15164

Sec. 44. Agents (section 11) who violate the provisions of sections 15, 16, 17, 22 subdivision 2, and 25, or the ordinances issued for the management of their business by the competent authorities shall be punished with a fine of from 30 to 3,000 marks or with imprisonment up to three months. 15165

Sec. 45. Any one forwarding emigrants without permission under sections 1 and 11, or who makes it a business to assist therein shall be punished with imprisonment up to one year or with a fine up to 6,000 marks, or by either of these punishments. The same punishment shall be imposed upon those who make it a business to induce emigration.

Sec. 46. Whoever violates the provision of section 26, subdivision 1, shall be punished with a fine up to 150 marks or with imprisonment.

15166 *Defendants' Exhibit 20*

Sec. 47. Violating the ordinances issued under section 42 shall be punished with a fine of from 150 to 6,000 marks, or with imprisonment up to six months.

Sec. 48. Whoever induces a female to emigrate for the purpose of mercenary prostitution by evilly concealing this purpose, is subject to imprisonment in the state prison up to five years. Besides such imprisonment, the loss of civil honor and rights is to be decreed, also a fine of 150 to 6,000 marks may be imposed, as well as subjection to police supervision. The
15167 same punishment shall be imposed on the person who, with knowledge of such contemplated purpose, intentionally assists in the emigration of the female. Under mitigating circumstances, the punishment may be reduced to not less than three months' imprisonment and a fine of 150 to 6,000 marks.

Final Provisions.

Sec. 49. The names of the authorities, which in each federal state shall be designated as supervising authority, higher administrative authority, police authority, shall be published by the central council.

15168 Sec. 50. This law shall become operative on April 1, 1898, and simultaneously the license for the purpose of forwarding or assisting in the forwarding of emigrants issued under the provisions of state laws shall cease.

Defendants' Exhibit 20 15169

IMPERIAL LAWS 1898, pp. 39-56.

(No. 2451) *Ordinance respecting Regulations concerning the Business of Emigration Principal and Agents. Of March 14, 1898.*

On this basis of §21 of the Law concerning Emigration of June 9, 1897 (Imperial Laws, p. 463). The Federal Council in its session of March 14, 1898, has made the following Regulations concerning the Business of Emigration Principal and Agents:

15170

(The important provisions of this ordinance are as follows:

This ordinance prescribes the blanks that have to be used by the principals, separate for each ship.

A written contract in the German language must be entered into between the principal and the emigrant. Section 5 of the ordinance prescribes very detailed provisions that must be contained in such contract. In case the emigrant is to be shipped to a place beyond the port of embarkation, additional provisions must be contained in such contract, as prescribed by said ordinance.

15171

Section 7 contains different provisions in case the port of embarkation is outside of Germany and the emigrants only come from or travel through Germany.

Section 17 contains provisions in regard to the business of the agents, providing that in each case the agent has to give a receipt, the contents of which are fixed by Section 17 of the law. Prescribed blanks must be used for such receipts, and copies thereof must be preserved and bound in books, duly paged and numbered.

15172 *Defendants' Exhibit 20*

Section 23 provides that the principal has to fix a certain price, and such price cannot be exceeded by the agent or the principal. The principals have to keep all letters written to the agents and vice versa, and the correspondence is subject to inspection of the authorities.

Section 36, following, of the ordinance contain provisions regarding the security to be given by the principals and agents and what claims shall be satisfied therefrom.)

15173 ———

IMPERIAL LAWS, 1898, pp. 57-92.

(No. 2452) *Ordinance respecting Regulations concerning Emigrant Ships. Of March 14, 1898.*

On the basis of §36 of the Law concerning Emigration of June 9, 1897 (Imperial Laws, p. 463), the Federal Council in its session of March 14, 1898, has made the following regulations concerning emigrant ships:

(This ordinance contains detailed provisions regard-
15174 ing the standard and equipment of the ships, and also regarding the food to be given to the emigrants and to their care, in case of sickness and otherwise; also in reference to medical examinations and the amount of provisions and drugs and life saving appliances that must be on board.)

Defendants' Exhibit 20 15175

LIST OF EMIGRATION PRINCIPALS LICENSED, PURSUANT TO THE EMIGRATION LAW OF JUNE 9, 1897.
(April 9, 1898.)

(Goetsch's Emigration Law, Supplement J.)

The Imperial Chancellor, in accordance with the provisions of the Emigration Laws, published the names of the principals authorized by the German government to engage in Emigration business. According to the publication by the Imperial Chancellor, of April 9th, 1898, there were 14 principals licensed. 15176

One of the principals authorized is the North German Lloyd Company of Bremen; the ports from which and the countries to which emigrants can be forwarded are specified therein, as follows:

The North German Lloyd can carry emigrants from the following ports: Bremen, Bremerhaven, Brake, Nordenham, Hamburg, Cuxhaven, Rotterdam, Antwerp, London, Southampton, Plymouth, Havre, Cherbourg, Amsterdam.

The countries to which the emigrants may be carried are: Great Britain, Canada, United States of America, the Argentine Republic, Paraguay, the three 15177
southern states of Brazil (Parana, Santa Catharina, Rio Grande do Sul), Uruguay, Egypt, Transvaal, Cape of Good Hope, the Continent of Australia, Natal. To other states than the three southern states of Brazil, the Lloyd can only carry non-German emigrants; likewise to Cuba and Mexico.

Special conditions were imposed as follows upon this principal:

(a) Emigrants coming from Germany shall not be carried who shall be sent as settlers to

15178 *Defendants' Exhibit 20*

countries outside of Germany by an Emigration contractor or similar company not licensed in Germany.

(b) The provisions regarding the Emigration ships, of March 14th, 1898, shall also be applicable beginning from July 1st, 1898, regarding the carrying of emigrants by ships destined for Great Britain, even if, not counting cabin passengers, the ships should carry less than 25 passengers.

The Lloyd was further allowed to carry emigrants
15179 to Cape Colony, the Transvaal and Natal, on ships of the German East African Line; also between Bremen and London on ships of the Steamship Company Argo; and from Southampton on ships of the English Union Castle Line.

The Hamburg-American Line has been licensed to carry emigrants from Hamburg, Cuxhaven, Bremen, Bremerhaven, Brake, Nordenham, Geestemünde, Stettin, Swinemünde, Rotterdam, Antwerp, Amsterdam, Vlissingen, London, Southampton, Plymouth, Grimsby, Havre, Cherbourg, Genoa, Naples, Boulogne, to Great Britain, Canary Islands, Cape Verde Islands, Egypt, Transvaal, Natal, Cape of Good Hope,
15180 Azores, Canada, United States of America, three southern states of Brazil (Parana, Santa Catharina, Rio Grande do Sul), Uruguay, Paraguay, the Argentine Republic, the Continent of Australia; and emigrants by way of sea also to the Netherlands, Belgium, France, Spain, Portugal, Italy. (To other states than the three southern states of Brazil, as well as to Cuba and Mexico, only non-German emigrants may be carried.)

The Hamburg-American Line has been generally authorized to carry emigrants also on ships of the

Hamburg-South American Steamship Company and by the Sloman ships. Also to carry emigrants from Hamburg to Great Britain, namely, to London, on ships belonging to the Kirsten Ship Line, to Grimsby on ships of the Great Central Railway, to West Hartlepool on ships of the West Hartlepool Steam Navigation Company; finally, to the Cape of Good Hope and the Transvaal, as well as Natal, between Hamburg and London on ships of the Kirsten Ship Line, and from London on ships of the Union Castle Line. 15181

F. Missler, of Bremen, is also named as one of the licensed principals, with the right to carry emigrants from Bremen and ports immediately surrounding Bremen to the United States of America, to Canada, to the three Brazilian States of Parana, Santa Catharina, Rio Grande do Sul, to the Argentine Republic, Cape Colony, Transvaal, and the Continent of Australia, to Great Britain and to the Hawaiian Islands. (To the latter, however, it can only carry emigrants who are not German citizens, and are provided with passports.) To the Hawaiian Islands, ships of the firm of Pfluger and Company of Bremen shall be used. 15182

The Hanseatic Colonization Company, of Hamburg, is another licensed principal named in the publication. Special conditions are imposed upon such Colonization Company. Among others, the number of the emigrants to be carried per annum cannot exceed the number to be allowed by the Imperial Chancellor, after hearing the Company and in consideration of the conditions prevailing in each year. The Company is bound to return emigrants without means to their former place of residence, free of charge, if for any reason they cannot be carried, and further to take proper care of the widows and orphans of the German emigrants after they have reached the port of 15183

15184 *Defendants' Exhibit 20*

destination, until they arrive at the place of settlement, or if this cannot be done, to return the same to their former place within Germany.

The Company is further obliged to enter into a contract with the emigrants regarding carriage, food, and, after arrival at the place of colonization, covering the period of at least a month. Furthermore, the Company is obliged to see that the emigrants shall receive remunerative employment for three days in each week after arrival, and can sell the necessaries of life to the emigrants only at cost. Only such real
15185 property can be sold to the emigrants as is suitable for their profitable existence. If the property assigned to the settler should turn out to be unsuitable, notwithstanding any claim for damages he may have against the Company, the Company shall assign to him another suitable property and release him from his obligations regarding any property that may be unsuitable. The Company is further obliged to erect churches and schools in the country to be settled and to furnish gratuitously real estate necessary for such purpose, to employ doctors and druggists.

The circulars and prospectuses to be used by the Company must be submitted to be Imperial Chancellor
15186 for approval. The purchase price of the real estate intended to be sold to the emigrants must be fixed and approved, and if credit for such payment is given, interest can only be charged after the expiration of the second year, etc., etc.

And a number of other provisions regarding further protection of such settlers.

La Compagnie Generale Transatlantique, the Red Star Line, White Star Line, Cunard Steamship Company, American Line, and others are also mentioned in the list of principals licensed.

Defendants' Exhibit 20 15187

Copy

Berlin, March 14, 1903.

The Minister of the Interior.

IV a 63.

Since it has been ascertained that numerous Russian emigrants try to evade the control regulations which are to be observed on the frontier line by pretending that they desire to emigrate to England while in reality America is their place of destination, the regulations referring to the admission of Russian emigrants to America, especially as prescribed in my—the Minister of the Interior—decree of October 8, 1893—J. B. 15188
7248—is extended to Russian emigrants to England with the provision that the amount of cash which must be shown has been fixed at Mks. 100 for healthy persons at the age of more than 10 years, and Mks. 50 for younger people.

The provisions of our decree of September 18th, 1894, M. D. J. I. B. 6536-pp apply, insofar as the transportation of such Russian emigrants to England is attended to by the two German steamship companies: The North German Lloyd, and the Hamburg-American Line.

Minister of Clerical Instruction
and Medicinal matters. 15189
(Signed) Foerster.

The minister of the Interior, signed Kitzing
The minister of Commerce & Labor, signed Lohmann
The minister of Public Works, per (illegible)

To the District Presidents
at
Koenigsberg, Gumbinnen, Marienwerder,
and Posen.

15190 *Defendants' Exhibit 20*

Berlin, March 14, 1903.

Copy ad II 4002,
Minister of the Interior
Iv. c. 63 Ang. 2.

In recent years travelers coming from Russia have been regarded as emigrants at the frontier control stations repeatedly, although a closer examination of the situation revealed that they were not emigrants and therefore not subject to the regulations enacted for such emigrants. Consequently, at various times
15191 diplomatic negotiations with foreign countries, of an undesirable nature, were necessary.

In agreement with the respective Ministers, I therefore decree herewith that in those cases where travelers object to their treatment as emigrants to the Executive Police Officials, that they immediately report to their superiors—if necessary, by telegraph—in regard to this, and their superiors must hereupon immediately examine the situation and decide accordingly.

In this connection I especially emphasize how important it is, that only careful and tactful officers are stationed at the frontier, and who, if possible, shall also possess the necessary knowledge of languages,
15192 so as to to be able to converse with the traveling public.

Insofar as the officials in question are appointed or confirmed by your Honor, I beg you to continue to pay the most careful attention to these points, also in the future.

Likewise will you kindly see to it that only prudent tactful persons, having a knowledge of languages, are selected as the agents who are to be appointed by the two German Steamship Companies, in conformity with the decree of September 18, 1894—M. d. I. I. B. 6535 pp.

Defendants' Exhibit 20 15193

It has also been shown that the Russian emigrants pass the frontier very often at other places, evading the control stations. I therefore beg your Honor to instruct the police officials subject to you that they pay special attention to such emigrants and see to it that the regulations passed in this connection by the decree addressed to the Provincial presidents of January 16, 1896—1 B 11781, Ang. 2 be strictly carried out.

At the same time the District Presidents at Marienwerder and Posen shall kindly consider whether they could perhaps enact police regulations for the better 15194
observance of the control, in conformity with the copy of the attached decree for the government district Gumbinnen of December 23, 1898, which same decree has also been issued for the government district of Koenigsberg.

Furthermore, the stipulations fixed elsewhere, by the decree of the 14th inst. M. d. I. IV. c. 63 Ang. 1 pp. for emigrants to England in regard to cash funds, must also be taken into consideration here.

I look forward to receiving your kind notice within six months in regard to the observance of this decree.

By order of
(signed) VON KITZING.

15195

It is herewith certified that the foregoing two decrees are authentic and that the regulations contained therein were enacted by the Royal Prussian Government, in the interest of charity, of safety and police sanitation.

The decree of March 14, 1903—IVc. 63 in regard to the treatment of the Russian emigrants allegedly traveling to England, however, has been cancelled by the decree of February 26, 1905 $\frac{\text{IV c } 3369}{\text{II b } 1846}$, which

15196 *Defendants' Exhibit 20*

has placed the emigrants mentioned on the same plane as the other emigrants passing over the Prussian-Russian frontier, also in regard to the cash funds to be demanded shown by them.

Berlin, February 13, 1913.

(Seal.)

The Royal Prussian Minister of Public Works, per Szyskowitz.

The Royal Prussian Minister for Commerce and Trade, per Lusensky.

15197 The Royal Prussian Minister of the Interior, per (illegible).

IV. c. 231 M. d. J.
II. C. p. 287 M. d. o. A.
II. b. 1255 M. f. H.

II G. 1013 13.

The foregoing signatures of the representatives of the Royal Prussian Minister of Public Works, for Commerce and Trade, and of the Interior, are hereby certified.

Berlin, February 17, 1913.

15198 The Foreign Office of the German Empire,
per
(signature illegible)

(Seal.)

Embassy of the United States of America, Berlin. Seen for authentication of the foregoing signature, this 17 day of February, 1913.

WILLING SPENCER,
Secretary of Embassy.

(Seal.)

Defendants' Exhibit 20 15199

Regulations

in regard to

the transportation of Austrian Hungarian emigrants to Bremen and Hamburg, in force from October 1, 1903.

I. *Route, Tickets and Ticket Rate reduction.*

The emigrants from Austria-Hungary, in order to avoid contact with the control station Ruhleben near Spandau, destined for Russian emigrants, are generally conducted over Kohlfurt-Frankenberg-Magdeburg-Lehrte, in the following manner: 15200

a. Party trips.

The emigrants, who desire reduction in price for party trips through the Prussian territory, are gathered at the control stations Myslowitz and Ratibor by the representatives of the Hamburg American Line and the North German Lloyd, so that at least 30 persons are transported in one train (German Railroad Personal and Package Tariff, Part 1 Par. 11, Art. IV). The reduction is granted in the manner that the emigrants are transported on IV. Class tickets in the 3rd railroad class. For this purpose the tickets bought in Myslowitz and Ratibor, as well as those bought at foreign ticket offices direct to Bremen and Hamburg, of the IV Class bear the rubber stamp. 15201

"Good as party ticket 3. Class via Magdeburg."

(The additional clause "via Magdeburg" is necessary, because the tickets for ordinary transit apply to via Berlin.)

Direct tickets of higher railroad classes are exchanged at the control stations against reimbursement of the difference in rate against tickets of the IV. Class.

15202 *Defendants' Exhibit 20*

b. Individual trips.

The transportation of ***individual*** emigrants "via Falkenberg-Magdeburg" is assured in the manner that the designation of route stamped on the direct tickets to Hamburg and Bremen via Berlin are crossed out at the control stations, and in place of this the cards are stamped "Emigrant card via Magdeburg."

II. *Transportation.*

a. With ordinary public trains.

15203 The aforementioned emigrants, who travel without a reduction in price, may use any train for which the ticket is valid in public transit. It is, however, just as much in their own as in the interests of the railroad administration, that they use only train connections, which require the least transferring and stops. At this time only train 216 from Ratibor and Train 230 from Myslowitz are to be recommended; the station officials in Ratibor and Myslowitz, therefore, shall recommend this connection and dissuade from others.

b. With special trains.

15204 For party trips, with reduction in price, if there are present the minimum number of 30 ticket holders, the special train 1390 is to be used in Ratibor, the special train 1390a in Myslowitz, which, beginning from Kandrzin shall be continued as one train No. 1390, but not permitting more than 50 axles (including baggage cars). If there are not enough seats in the train, the remainder of the company must stay back until the next day's special emigrant train, unless they prefer to continue their trip without a reduction in rate. Later trains (second sections) are not to be used.

The admittance of emigrants at intermediate stations and the admittance of other travelers at the stations of departure or intermediate stations is absolutely forbidden.

III. *Reports.*

As train 1390 is put into use more often than not at the present time on the route Kandrzin-Kohlfurt, until further notice its omission, not its employment on this route, shall be reported each time. (Schedule V., Par. 24.)

15206

In regard to trains 1390 and 1390a there shall be reported from station Ratibor and Myslowitz latest at 5 o'clock in the afternoon to Station Kandrzin and from there to Station Breslau and Kohlfurt the number of axles for Hamburg and the number for Bremen; furthermore it shall be reported from Ratibor and Myslowitz to Kandrzin and from there to Station Hamburg H the number of emigrants destined for there.

The telegrams to be sent from Kandrzin shall read:

Station V Breslau O/S and Kohlfurt.

Today with train 1390 .... Axles for Bremen and .... Axles for Hamburg from here.

15207

Stat. V.

Station V. Hamburg H.

Today with train 1390 .... emigrants for Hamburg from here.

Stat. V.

In order to avoid that more than 50 axles (including baggage cars) are combined for train 1390 from Kandrzin, Myslowitz must inform Station Ratibor latest at 4 o'clock in the afternoon of the number of the axles carrying emigrants in train 1390a.

15208 *Defendants' Exhibit 20*

Further report is made from Station Kohlfurt as per instructions of the Royal Railroad Management Halle.

IV. Formation of Trains. Route signs.

For special trains 1390 and 1390a III. Class Passenger cars with airbrakes, if possible with toilet and in winter with steam heat are to be used. The trains are to be provided with 51% brake axles.

15209 On both lengths of the cars destined for Hamburg in train 1390 (1390a) a route (direction) sign is to be attached, having a white inscription on a red background; on the front side: "Only for emigrants from Myslowitz or Ratibor to Hamburg;" and on the other side: "Immediately back to Kandrzin empty."

The cars destined for Bremen shall carry the same signs, but with the difference that the white inscriptions: "Only for emigrants from Myslowitz or Ratibor to Bremen" and "Immediately back to Kandrzin empty" shall be on a green background.

15210 In conformity with these direction signs, the representatives of the steamship companies shall supply the emigrants traveling to Hamburg with red-white badges for immediate recognition of their destination and to avoid that other emigrants (Russians) or other travelers enter the emigrant cars.

The cars intended for Hamburg are to be put at the head of the train.

V. Train power and employes for train 1390a and 1390.

The locomotives with employes are to be provided

by Railroad Workshop	Myslowitz to Kandrzin.
"	Ratibor to Kandrzin.
"	Kandrzin to Breslau.
"	Breslau Bl. to Kohlfurt.

Defendants' Exhibit 20 15211

The train attendants are provided by:

Station Ratibor to Breslau.

" Myslowitz to Kandrzin and if train 1390 does not run between Ratibor and Kandrzin, to Breslau Station Breslau to Kohlfurt.

VI. Schedule.

The Schedule of the special trains is as follows:

Train 1390.

Ratibor		Leaving	5.10	
Kandrzin	at	5.56	"	6.06
Brieg	"	8.07	"	8.13
Breslau	"	9.02	"	9.09
Liegnitz	"	10.12	"	10.16
Kohlfurt	"	11.24	"	11.30
Falkenberg	"	2.02	"	2.07
Wittenberg	"	2.57	"	3.02
Magdeburg H	"	4.40	"	4.45
Braunschweig	"	6.19	"	6.24
Lehrte	"	7.30	"	7.50
Hannover	"	8.10	"	8.15

Train 1390a.

Myslowitz (leaves)	4.25
At Kandrzin	5.55
Leaves Lehrte	7.45
At Harburg	10.49
leaves	10.50
Hamburg H. at	11.08

15212

(With less than 10 axles emigrant cars) 15213

Passenger train 830/304

Lehrte leaves	8.04
At Hanover	8.27
Leaves	8.37
Bremen at	11.40

Passenger Train 810

Lehrte leaves	8.19
Harburg H. at	12.43
leaves	12.46
Hamburg H. at	1.05

2. III. 9/319.

15214 *Defendants' Exhibit 20*

Copy. 10.

The Minister of the Interior.
IV. c. 3327.

Berlin, February 13, 1904.

In view of the increasing importance of the return immigration from North America, it has been found necessary to provide for special police measures to protect the through transportation of foreign return immigrants through this territory.

The through transportation of those return immi-
15215 grants who are neither German citizens nor have ever been such, is therefore made conditional on the steamship company, that has assumed the return transportation, agreeing to return these passengers free of charge in the direction of their former home to beyond the outgoing frontier and to guarantee that through their return transportation, housing, boarding or burial no expense will accrue to either the German Empire nor to Prussia, a Prussian community or a Prussian Charity Organization, but in case this should nevertheless happen, to refund the expenses involved.

To carry out these provisions the aforesaid return immigrants, inasfar as they return in large numbers and have the same destination, are to be through
15216 transported in closed troups, whether in special trains or in special return emigrant cars, which are to be switched on to a certain train, through Prussia, further arrangements in regard to which must be made with the Royal Railroad Administration.

Should such a closed return transportation not be feasible, the return emigrants in question are to be provided with legitimation papers, from which the above obligation of the Company can plainly be seen.

Awaiting your kind reply, whether the Direction (Management) is willing to comply with these instructions, I beg to remain

(signed) HAMMERSTEIN.

To the
Management of the North German Lloyd
in Bremen.

Defendants' Exhibit 20 15217

Copy 11.

The Minister of the Interior,
IV. c. 3660.

Berlin, April 21, 1904.

In view of the conferences had between representatives of the Management (Direktion) and my referee, in pursuance with my letter of February 13 of this year IV. c. 3327 I herewith agree that the non-German return emigrants, who are not transported home in closed troups, shall be given as legitimation paper a certification, from which can be seen that, and the 15218
day when they arrived at a German port with a vessel of the company. These certifications shall further contain the following:

> "Issued in conformity with the decree of the Prussian Minister of the Interior of February 13, 1904, c. 3327."

I assume in this connection that the Management declares its willingness to give guarantee for such non German return emigrants in accordance with my aforementioned letter on the basis of such certifications, who will become dependent on our officials or communities. In this connection I will recognize that it appears desirable, and is not more than fair, to limit this obligation 15219
to a certain period of time. Therefore, with the right of revocation I agree that the Management can only be called upon to make good, on strength of the certifications issued by the company, if within 8 days after his landing in a German port, a return emigrant causes expense of the kind mentioned in my aforementioned letter of February 13th, this year.

I request the Management to accept these propositions and at the same time to submit to me a form of the certifications to be issued accordingly.

(signed) HAMMERSTEIN.

To the
Management of the North German Lloyd,
In Bremen.

15220 *Defendants' Exhibit 20*

Copy. 6.

Berlin, Sept. 20, 1904.

The Minister of the Interior,

IV. c. 5097

Ministry for Trade and Commerce II b. 8271.

The enclosed regulations in regard to the transportation of non-German emigrants via the Prussian frontier you receive herewith for your guidance, with the following remarks.

15221 Deviating from the regulation of the circular decree of the Minister of the Interior of October 8, 1893, I. B. 7248 who signs below, the new regulations refer not only to Galician emigrants but—aside from the Russians—to all non-German emigrants, and do not only apply to the emigration to North America, but to all emigration across the ocean.

In future every emigrant will be released from visiting the registration stations, who, besides having complied with the other conditions of the "Regulations" has closed a transportation agreement, with a steamship company concessioned in Germany, regardless of whether it is a German or a foreign company.

15222 The German steamship companies of themselves have neither the right nor the obligation to accept passengers of foreign steamship companies that are concessioned in Germany, in the registration stations which they have erected and maintained. We reserve the right, however, in certain cases, to concede to such requests on the part of the companies, or to impose such an obligation on them, according to conditions which must be gone into further. The obligations, which the German steamship companies assume for each emigrant entered in the Register, remain in force, even if that emigrant were transported by another company.

Defendants' Exhibit 20 15223

The previous special regulations in regard to the emigrants transported by the German Central Committee for Russian Jews have been cancelled, as this Committee has ceased to exist since 1898.

We respectfully request your Excellency to instruct the Police Administrations controlled by you accordingly and to impose upon them the duty of strictly carrying out the regulations. In this contention, we especially emphasize that the agents of the steamship companies have, of course, no governmental authority and that, should they try to assume such, they be repulsed most positively. On the other hand, the endeavor of the agents, to carry out the instructions of the regulations should be supported in every manner and in every instance where emigrants try to evade these regulations, there should be emphatic intervention. 15224

Emigrants, who, violating the "Regulations," evaded the registration station, are to be stopped and sent back to their own country, if they do not voluntarily proceed to one of the registration stations in Ratibor, Myslowitz and Leipzig, or to the control station Ruhleben near Berlin.

The Minister of Trade and Commerce
per (signed) V. d. Hagen.

15225

The Minister of the Interior
per (signed) V. Kitzing.

15226 *Defendants' Exhibit 20*

TRANSLATION.

Copy. II.

REGULATIONS

in regard to the transportation of non-German emigrants via the Prussian frontier.

To regulate the transportation of non-German emigrants over the Prussian frontier, the following is ordered:

Admittance to the Prussian State ground may only
15227 then be allowed if the emigrants possess a transportation contract with a steamship company concessioned in Germany for the passage to a non-German debarkation port, a railroad ticket to the embarkation port and sufficient cash, to assure their admittance at their destination, or in case of their rejection at their destination, the return-transportation to their home. In this connection, as hitherto, for healthy and not weakly persons over 10 years a sum of M. 400 each, for younger people, a sum of M. 100 each shall be deemed sufficient.

All non German emigrants, who do not comply with these conditions must pass a registration station, as
15228 they exist at this time in Myslowitz and Ratibor.

The equipment and the operation of these registration stations are subject to the special regulations issued in regard to them.

Inasfar as registration stations have been provided in other German Federal States in accordance with the same principles, the passing through such station is also sufficient for the transportation through the Prussian State Ground.

The foregoing regulations do not apply to emigrants who pass the Russian-Prussian frontier, and the control stations there. In regard to these emigrants, the former regulations are the only ones that apply.

Defendants' Exhibit 20 15229

Furthermore, these regulations enter into force, voiding all former, contradictory regulations, for all non-German emigrants, irrespective of whether they are transported by domestic or foreign steamship companies.

Berlin, September 20, 1904.

The Minister of Trade and Commerce,
per (signed) v. d. Hagen.

The Minister of the Interior
per (signed) v. Kitzing.

15230

TRANSLATION.

Copy. 5.

REGULATIONS

in regard to the passing of non-German emigrants over the Prussian-Russian frontier.

To regulate the passing of non-German emigrants over the Prussian-Russian frontier, it is herewith decreed as follows:

The admittance to Prussian state ground is only then to be allowed if the emigrants possess 15231

a proper pass

a transportation agreement for the journey to a non-German debarkation port with a steamship company, concessioned in German,

a railroad ticket to the embarkation port

and sufficient cash funds, to guarantee their acceptance at their destination, or in the case of being rejected there, the return transportation to their home. In this connection, healthy and not weakly persons of more than 10 years, must have a sum of M. 400, younger persons a sum of M. 100 each.

15232 *Defendants' Exhibit 20*

All non-German emigrants, who, when passing the Prussian-Russian frontier do not comply with these conditions must pass a control station, as exists for instance, in Bajohren, Tilsit, Eydtkuhnen, Insterburg, Prostken, Illowo, Ottlotschin, Posen and Ostrowo.

The equipment and the operation of these control stations are subject to the regulations issued in regard to them.

The foregoing regulations are in force, voiding all contrary former regulations for all non-German emigrants who pass the Prussian-Russian frontier, without regard to whether they are transported by native
15233 or foreign steamship companies.

Berlin, February 26, 1905.

The Minister of Trade and Commerce
per (signed) Lohmann.

The Minister of the Interior
. (signed) v. Hammerstein.

TRANSLATION. 7.

INSTRUCTIONS

15234 in regard to the arrangement and the operation of the emigrant registration station in the government district *Oppeln*.

The arrangement and the operation of the emigrant registration stations erected, by state approval, in Ratibor and Myslowitz by the German Steamship Companies, the North-German Lloyd in Bremen and the Hamburg American Line in Hamburg, is to conform with the following regulations, as well as with the special instructions, as such may still be issued by the undersigned government district president.

Defendants' Exhibit 20 15235

1. The emigrants passing the Austrian frontier, who do not comply with the regulations issued by the Minister of the Interior and the Minister of Trade and Commerce in regard to the transportation of non-German emigrants over the Prussian frontier of Sept. 20, 1904 (M. Bl. f. d. i. V. S. 276) are to be conducted by the police officials guarding the frontier transportation to the registration station at Myslowitz and Ratibor, *i. e.* always to the nearest station.

2. The decision, whether the emigrants who have been brought to the stations by the police officials or who have voluntarily proceeded there shall be transported by the steamship companies, shall be left together with the instructions stipulated in Par. 3) to the authorized agent of the companies. If the transportation is rejected, the police officials must guard the return of the rejected emigrants over the frontier. 15236

3. The transportation of the emigrants can only be assumed if it has been determined by the physician employed by the station, that there are no sanitary objections to the transportation.

The physicians of the stations must be confirmed by the undersigned district president.

4. The emigrants taken for transportation shall be entered in the Register by the authorized agent of the steamship companies, which register must be conducted separately for each steamship company, as per the attached sample, in two copies. One of them is for the local police administration, in the district where the station is situated, the other must remain in the safe-keeping of the authorized agent of the steamship companies. The police administration is responsible for the accurate entering and tallying of both registers. 15237

5. The register shall be daily closed in two copies by the agents of the steamship companies and signed

15238 *Defendants' Exhibit 20*

by them and thereupon submitted to the police administration, who must immediately examine the accuracy of the entries made, and certify to it by signature and seal. An alphabetical register shall be arranged for the copy remaining with the police administration, which must contain the names and baptismal names of the persons entered in the registers, naming the page of the registration. This index must always be kept up to date.

6. After the emigrants have been entered in this register, the officials of the steamship company must
15239 see to their quick departure, this, however, if possible, in the through wagons to the port of embarkation. Every registered emigrant shall first receive a legitimation card, made out as per enclosed sample, so as to avoid that the same, while passing through Prussian ground, will be stopped and rejected. This certification shall be certified by the local police administration by their seal.

7. The steamship companies are obliged to attend to suitable housing and to see to it that these rooms are kept in good condition. Furthermore, they must see to it that the emigrants arriving with the evening trains and taken over by them, do not remain anywhere
15240 else than in the rooms destined for them. If these should not be situated immediately near the station, they shall immediately, without interruption, be conducted to them.

8. By the delivery of the registers signed by the agents of the steamship companies to the police officials, the steamship company in question assumes the obligation to see to it that through the transportation of the persons entered in the register, no expense will be incurred to either the Prussian State nor a Prussian community or a Prussian charity organization for

their possible return transportation, housing, boarding or burial; should this, however, occur, then the expense to be reimbursed them.

Oppeln, December 10, 1908.

The District President,
signed (Name illegible).

TRANSLATION.

8.

Copy. 15242

Minister of the Interior
IV c 3068
M. d. g. A. M. 10269

Berlin January 29, 1909.

It has been stated that persons, who with the intention of traveling steerage to America, pass over the Prussian Russian frontier in the same manner as oversea emigrants, but who prove that they are American citizens, are treated differently in the various governmental districts.

We therefore instruct that these persons, who on the surface appear as emigrants—aside from those 15243
regulations pertaining to the cash funds required, which do not apply to American citizens, for the reason that they cannot be forbidden admittance to America on account of insufficient means of subsistence—shall be subjected to the existing regulations for Russian emigrants in those instances when they have transferred their residence or permanent domicile from America to Russia, and later, again wish to permanently settle in the United States, or another country. Whether these premises apply must be determined in the individual case with the proper care and

15244 *Defendants' Exhibit 20*

especially be examined into them if the person involved objects to his treatment as an emigrant

American citizens, who, retaining their residence in America, have entered upon a short visit or proceeded to Russia for other transient purposes and wish to return to the United States, on the other hand, are not to be regarded as emigrants, and this not even then, if they intend to travel steerage.

We respectfully request your Excellency to kindly cause the necessary steps to be taken in this connection, as soon as possible.

The Minister of the Interior Per signed:

15245 V. KITZING.

The Minister of clerical, educational and Medical Affairs, per (signed)

FOERSTER.

To the District Presidents and the Police President of Berlin, as also the Provincial Presidents in Koenigsberg, Danzig, Posen and Breslau.

12.

Copy.

15246 Berlin, December 3, 1910.

The Minister of the Interior
IV. c. 4584. 2 Ang.

In explanation and further pursuant to the instructions communicated to the Management in my letter of February 13, 1904. IV. c. 3327, I have issued to the police officials:

> "Regulations in regard to the transportation of non-German return emigrants via the Prussian frontier"

Defendants' Exhibit 20 15247

a copy of which I herewith enclose to the Management.

I herewith state in connection with No. V. of the regulations, that the privilege allowed the steamship companies concessioned in Germany in this paragraph presupposes the continuation of the guarantee obligations assumed by the Management of the North German Lloyd, based on my aforementioned letter. I further assume that the Management will also see to it in future that the return emigrants transported by your company will be transported through Prussia without stopping, if possible, in closed troups in special trains or special cars. 15248

signed: Signature.

Management of the North German Lloyd,

BREMEN.

Regulations.

in regard to the transportation of non German return emigrants via the Prussian frontier.

I. The following regulations apply to:

A. Non-German return emigrants, who after crossing the ocean, have landed in a foreign port. 15249

B. Non German return emigrants, who while emigrating were rejected in a foreign port and not permitted to embark.

and (this refers to A and B) and afterwards, on their return trip, pass the Prussian frontier.

II. As a matter of principle, the through-trip through Prussia is only allowed the return emigrants, if it is the nearest way to their home country.

III. All railroad trains, passing the frontier and which serve passenger transportation are to be con-

15250 *Defendants' Exhibit 20*

trolled at the first Prussian Station where they make a longer stop, to ascertain whether they carry non-German return emigrants with them.

IV. Such return emigrants, who are transported by a steamship company concessioned in Germany (either singly, or in special trains or in special cars, and who are in possession of the certification of the steamship company in question) as such is provided in the decree of February 13, 1904—IV. c. 3327—are not subject to further control.

15251 V. Such return emigrants, who are transported by a steamship company not concessioned in Germany in *special trains* or in *special cars*, are only then allowed to pass undisturbed, if they are in possession of direct tickets to their home country or at least to a station beyond the Prussian frontier, and the special train, respectively the special car passes through, without any long stop, at intermediate stations, direct to the home country or at least to the Prussian outgoing frontier.

VI. All non-German return emigrants, who do not fall under either No. IV. nor No. V. are to be stopped by the police.

15252 This applies to:

1. The return emigrants transported by a steamship company concessioned in Germany, as far as they are not in possession of the certification mentioned under No. IV.

2. The return emigrants transported by a steamship company not concessioned in Germany, inasfar as they:

a. are provided with direct tickets to their home country or to a station beyond the Prussian outgoing frontier, but where the special train or special car used

by them does not pass through to at least the Prussian outgoing frontier without a long stop.

or b. where they are, it is true, transported in special cars or special trains, but are not in possession of a through ticket of the forementioned nature,

or c. where they travel singly in ordinary trains.

The continued trip through Prussia is only allowed the return emigrants designated under 1 and 2a to c if they are in possession of adequate cash funds, which make it appear out of the question that during their stay in the interior they will become a charge for the 15254
Prussian State, communities or charity organizations. For this, healthy and not weakly persons who are above 10 years of age, are required to have a sum of M. 100 each. Russian return emigrants must furthermore be in possession of a proper Russian pass.

Return emigrants, who fulfill the conditions mentioned in the foregoing paragraph shall be caused to buy—in case they are not already provided with it—a ticket to beyond the Prussian outgoing frontier in the direction of their home, and to continue their trip. If they refuse to buy the ticket, they, as also those return emigrants, who do not comply with the above conditions, shall be ordered over the frontier by which 15255
they entered the interior, after having first been officially expelled.

CERTIFICATE TO PRECEDING GENERAL ORDERS OF PRUSSIAN GOVERNMENT, DATED AS FOLLOWS:

October 8, 1893, September 18, 1894, January 18th, 1896, January 16th, 1896, February 26th, 1905, September 20th, 1904, December 10th, 1908, January 29th, 1909, October 1st, 1903, February 13th, 1904, April 21st, 1904, and December 3rd, 1910.

15256 *Defendants' Exhibit 20*

IT IS HEREBY CERTIFIED that the foregoing documents contained under numbers 1 to 12 are authentic, and that the provisions therein contained were issued by the Royal Prussian Government in the interest of the protection of the poor, public security and health.

Berlin, December 21st, 1912.

The Royal Prussian Minister of Public Works.

(Great Seal). (Signed) V. BREITENBACH.

The Royal Prussian Minister of Commerce and Trade.

(Signed) SYDOW.

15257

The Royal Prussian Minister of the Intertor.

(Signed) DALLWIG.

The above signatures of the Royal Prussian Ministers of Public Works, of Commerce and Trade, and of the Interior, are hereby certified.

Berlin, December 23rd, 1912.

The Foreign Office of the German Empire. By Order.

(Signed) (Illegible).

Embassy of the United States of America, Berlin.

15258 Seen for authentication of the foregoing signature this 24th day of December, 1912.

(Signed) J. C. GREEN,
Secretary of Embassy.

(Seal).

Defendants' Exhibit 20 15259

(From U. S. Daily Consular and Trade Reports. May 16, 1911, No. 114, p. 718.)

"Returning Emigrants in Prussia.

"(From Consul General A. M. Thackara, Berlin)

"Since December last new regulations regarding the passage of returning emigrants over the Prussian frontiers have been enforced by the Prussian Government. The measures apply principally to Russians and to people from eastern Europe generally. The passage 15260
of returning emigrants through Prussia is permitted only when it is the shortest route to their native land.

"The returning emigrants, unless they hold certificates issued by a steamship company that has been licensed by Germany to carry emigrants, must have a certain sum of money, must be prepared to travel in special trains or cars, and must have tickets to their homes or at least to points beyond the Prussian frontiers. Sound and healthy emigrants over 10 years old must have a sum of 200 marks ($47.60); if under 10 years of age, 100 marks ($23.80) is required. Emigrants returning to Russia must be provided with a Russian passport. Returning emigrants who have otherwise complied with the conditions, but who re- 15261
fuse to buy a ticket to a station beyond the Prussian frontiers, in the direction of their homes, will be expelled from Prussia at the frontier at which they entered.

"Under the terms of the concessions granted to certain steamship companies, the latter are bonded to guarantee that the returning emigrants who have been carried by their lines will have uninterrupted and free transportation through Prussia, and to refund the Prussian Government all expenses incurred by the State or other authorities in case the emigrants become

15262 *Defendants' Exhibit 20*

public charges. The companies which have the concessions are: The Hamburg-American Line, North German Lloyd, Compagnie Générale Transatlantique, Red Star Line, White Star Line, Cunard Steamship Co., and the American Line. By special agreement with the Hamburg-American Line certificates are also issued to returning emigrants who have been carried by the Holland-American Line."

15263 TRANSLATION.

Copy.

Strassburg, December 31st 1910.

The Cabinet Ministers
for
Alsace-Lorraine,
Department of the Interior.

The stream of emigrants from Eastern and Southern Countries of Europe, which annually pours through Germany, is recognized from a hygienic view,
15264 to be a source of considerable danger. Whereas heretofore, this traffic principally traversed the route via the Eastern Prussian Frontier, it has now been ascertained that long emigrant trains are being despatched weekly from Basle, routed through Alsace-Lorraine, for northern ports of departure. Many of the emigrants thus forwarded come from certain sections, in which peculiarly local dangerous contagious diseases exist, and because of this reason as well as of the notorious and habitual uncleanliness of the emigrants, they constitute an unceasing menace to the health of the general public of the respective countries through

which they pass. Appreciating this danger, the Prussian Royal Government at first intended to arrest emigrant traffic at its frontiers, thereby preventing the passage of such emigrants through German territory, but upon reconsideration and in the interests of the German steamship companies as also because of the fact that, despite the most stringent measures, streams of emigrants continued to overflow its borders, the Prussian Government in 1893 conditionally assented to the passage of emigrants through its territory.

It was stipulated that the German steamship companies were to establish Control Stations on the Prus- 15266
sian-Russian frontiers where it was considered that greatest danger threatened. These Control Stations were required to be thoroughly equipped for the cleansing of emigrants and the disinfection of their personal effects. There also the emigrants were to be examined for the purpose of ascertaining whether they were suffering from contagious or other disease which would result in their exclusion from the United States of North America, in conformity with that country's Immigration Laws. The care of all persons, who first are registered, then examined and finally admitted for passage at the Control Stations, devolves upon the German steamship companies; the economic interests of which are identical with those of the police authori- 15267
ties and because of this, as well as for the general welfare of all concerned, these Steamship Companies have undertaken, as a duty, the defraying of the entire cost of the establishment and maintenance of these Control Stations and also the payment of whatever other expense is necessary in the event of illness of emigrants and for the return passage of those who may be rejected as unfit to travel.

These Control Stations have demonstrated their value, for because of the obligations assumed and the consequent supervision exercised by the Steamship

15268 *Defendants' Exhibit 20*

Companies, as already explained, Prussian territory has been spared much damage, which but for this precaution might have been incurred, through the introduction within its borders, of disease, poverty and crime. This became all the more apparent after somewhat similar Registry Stations had been established at the Austrian frontier. These Registry Stations differ in substance from the Control Stations principally because they are not provided with cleansing and disinfection plants with which Control Stations are equipped, nor have they the facilities for the isolation of emigrants suffering with contagious dis-
15269 eases. This is because the emigrants crossing over the Austrian frontier were considered as being of a higher standard than those coming by way of the other frontier and it therefore was not thought necessary to provide these Registry Stations with all the facilities characteristic of the Control Stations, but irrespective of this, all emigrants passing through the Registry Stations are subject to identically the same sanitary supervision as prevails at the Control Stations.

Emigrants now endeavor to elude this control by Prussia and Saxony, by travelling through Southern Germany or Switzerland, so that they may embark at the ports of Belgium and Holland. This naturally
15270 affects Alsace-Lorraine, as emigrants, travelling through that territory from Basle to Little-Bettingen, similarly menace those districts in the manner that Prussia previously was endangered, not only from a hygienic view, but also because the rejection of emigrants at the Holland and Belgian seaports would cause their return to those districts to the annoyance of their charity organizations and the disturbance of the public welfare. In view of these circumstances it seems imperative to order the establishment of Registry Stations, similar to those of Prussia and Saxony at St. Ludwig on the Alsatian and Swiss frontier.

Defendants' Exhibit 20 15271

Therefore, in order to regulate the forwarding of Non-German Emigrants across the Alsatian and Swiss frontier, the enclosed regulations are decreed.

These regulations apply to all Non-German emigrants, not only those who are bound for North America, but also those who wish to cross the Ocean to any other place.

Foreign emigrants, to be exempt from passing through a Registry Station, are required not only to comply with all the other terms of these regulations, but also to have booked passage with a steamship Company licensed in Germany, irrespective as to whether it is a German or a foreign line. 15272

The German steamship companies assume all responsibility for registered emigrants even though the emigrant is forwarded by another company.

I would request your Honor, kindly at once to issue instructions to the respective police departments named below and to impress on them the necessity of a strict enforcement of these regulations. You please will note that no official authority is vested in the agents employed by the steamship companies to manage their Registry Stations and that any attempt on their part to assume any such authority must be firmly resisted. On the other hand, the agents are to be assisted in every way possible in their endeavor to comply with the terms of these regulations, and energetic measures should be adopted against emigrants who endeavor to disregard or evade them. 15273

Emigrants who attempt in violation of these regulations to avoid the registry stations and to enter this territory in a round about way, for instance from Basle via Freiburg-Neubreisbach, are to be arrested and returned to their homes, unless they proceed voluntarily to a Registry Station.

The Under-Secretary of State.

To the

Hon. President of the

Administrative District of Collmar.

15274 *Defendants' Exhibit 20*

Enclosed herewith your Honor please will find a copy of the new emigration rules and regulations for your kind attention and judicial observance. So long as the Government of the Grand Duchy of Badan does not establish a Registry Station, it is to be feared that a stream of emigrants will be conveyed from Basle through Baden and attempt to enter our territory by way of Kehl. In dealing with these emigrants, the police officials will be required to act in accordance with these rules.

The Under-Secretary of State.

15275 To the
Hon. District President, Here.

Enclosed herewith your Honor please will find a copy of the new emigration rules and regulations for your kind judicial observance. In case it should develop at your locality that emigrants attempt to enter Lorraine by way of the Palatinate, I would request you kindly to notify me.

The Under-Secretary of State
(Signed:) MANDEL

To the
Hon. District-President at Metz.
I A 20003.

15276

RULES AND REGULATIONS

FOR THE TRAFFIC OF NON GERMAN-EMIGRANTS ACROSS THE FRONTIER OF ALSACE-LORRAINE.

In order to regulate the traffic of Non-German emigrants across the frontier of Alsace-Lorraine it is decreed as follows:

Defendants' Exhibit 20 15277

Entrance into the territory of Alsace-Lorraine is prohibited to emigrants unless they hold the passage-contract of a steamship company, licensed in Germany, entitling them to transportation to a Non-German landing port, as well as a railroad ticket for transportation to the port of embarkation and are in possession of sufficient money to secure their admission into the country for which they are bound, or to pay return transportation to their homes, in case they are refused admission there.

In conformity with this, it is required that persons over 10 years of age, who are in good health and are not physically afflicted have in their possession the sum of 400 Marks each, while for younger persons the amount of approximately 100 Marks each will be deemed sufficient. 15278

Non-German emigrants, who do not comply with these requirements, will only be permitted to enter the country by passing through a Registry Station. Such a station will be established at St. Ludwig for Alsace-Lorraine.

The establishment and operation of the Registry Station is governed by special rules and regulations pertaining thereto.

Registry Stations being operated in German Federal States on a similar basis, all emigrants who have passed through them may freely pass in transit through the territory of Alsace-Lorraine. 15279

These rules apply to all Non-German emigrants, irrespective as to whether they are forwarded by domestic or foreign steamship companies.

Strassburg, December 31st 1910.

The Cabinet Ministers for Alsace-Lorraine
Department of the Interior.
The Under-Secretary of State.
(Signed:) MANDEL.

To be published in the official Central and District Gazette. L A 20003.

5093

15280 **Defendants' Exhibit 21.**

Dividends paid by the North German Lloyd S. S. Co. from 1858 to 1891 incl.

	1858	loss
	1859	loss
	1860	loss
	1861	2 %
	1862	2 %
	1863	2 %
	1864	10 %
	1865	15 %
	1866	20 %
15281	1867	20 %
	1868	10 %
	1869	16 %
	1870	5 %
	1871	10 %
	1872	6.50%
	1873	4.25%
	1874	——
	1875	——
	1876	——
	1877	——
	1878	1.80%
	1879	——
15282	1880	5 %
	1881	12 %
	1882	5 %
	1883	5 %
	1884	6.50%
	1885	5 %
	1886	7 %
	1887	5 %
	1888	12 %
	1889	11.25%
	1890	7 %
	1891	——
	1858-1891 = 34 years	205.30% average 6.04%

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Defendants' Exhibit 21 15283

Dividends paid by the North German Lloyd S. S. Co. from 1892 to 1911 incl.

1892	1.50%	
1893	3 %	
1894	——	
1895	——	
1896	4 %	
1897	5 %	
1898	7 %	
1899	7.50%	
1900	8.50%	
1901	6 %	15284
1902	——	
1903	6 %	
1904	2 %	
1905	7.50%	
1906	8.50%	
1907	4.50%	
1908	——	
1909	——	
1910	3 %	
1911	5 %	
1892-1911		
20 years	79 % average 3.95%	15285

Dividends paid by the North German Lloyd SS. Co.

From 1858 to 1891 =

34 years 205.30%

From 1892 to 1911 =

20 years 70.—%

284.30%

Average per year 5.265%

The foregoing is a correct list of the dividends paid by the North German Lloyd, Bremen, taken from its annual reports and covering all services.

OELRICHS & CO.
General Agents.

COPY

Defendants' Exhibit 22.

TRANS-ATLANTIC PASSENGER MOVEMENT,
1912.

Table I. TOTALS BY LINES AND PORTS, ALSO 1911 GRAND TOTALS.

Westbound				New York.	Eastbound					
I	II	III	Trips		Trips	I	II	III	Dept.	Cons.
2625	5996	11525	40	American (Southampton)	39	1750	2474	11147	223	..
2664	12952	11205	47	Anchor (Glasgow)	46	2495	6115	11503	126	6
120	.....	9160	18	" (Medit.)	16	48	....	4865	214	223
2878	.....	.....	38	Atlantic Transport (London) ..	37	2118	....	....	...	...
1106	4759	34533	36	Austro-Amer. (Medit.Adriat.) ..	31	1205	1791	21044	1281	593
270	177	541	12	Co. Trasatlantica (Spain)	12	178	90	888	18	53
13976	17243	40611	59	Cunard (Liverpool)	54	12002	11194	26986	367	...
1854	5566	31854	28	" (Medit.-Adriatic)	27	4825	1101	16099	631	1485
715	2070	26088	42	Fabre (Medit.)	42	1139	1322	17503	511	598
4621	16378	49777	101	French (Havre)	90	4326	7805	32781	956	393
1053	1144	8568	11	Greek (Medit.)	11	253	389	4342	483	102
11232	23999	85327	81	Hamburg, Reg. (Hamburg) ...	72	10500	10594	28449	1245	135
981	2830	12486	14	" (Medit.)	15	2328	823	8307	234	278
5575	13507	33389	49	Holland (Rotterdam)	49	4946	4546	13560	533	...
319	729	8935	10	Italia (Medit.)	10	199	753	7279	188	35
123	1638	15308	10	La Veloce (Medit.)	9	199	486	5233	222	174
....	49	.....	2	Leyland (Liverpool)	..	....	....	....	...	...
217	1809	19851	18	Lloyd Italiano (Medit.)	18	292	595	8429	354	305
652	....	7116	7	Lloyd Sabaudo (Medit.)	8	376	....	4428	136	153
169	2528	11113	12	National Greek (Medit.)	11	236	903	6622	346	...
547	1357	24272	17	Navigazione (Medit.)	17	611	822	12875	401	228
8315	9069	25547	34	N. Ger. Lloyd Exp. (Bremen)	35	7935	4903	18334	266	10
7775	17341	64509	70	" " Reg. (")	51	6792	6633	21131	662	43
2133	5287	28747	20	" " (Medit.)	20	2641	1927	11451	438	460
3737	14352	52822	53	Red Star (Antwerp)	53	3959	4198	18623	495	...
283	3666	20363	27	Russian (Libau, etc.)	26	240	1297	11639	199	...
1170	4095	12611	31	Scandinavian-Am. (Scand.) ...	30	1222	2292	11205	62	...
71	1052	17225	17	Sicula-Americana (Medit.) ...	17	40	344	7923	289	419
138	531	13938	27	Uranium (Rotterdam)	26	212	575	10836	151	...
6982	12657	18253	47	White Star (Liverpool)	46	6186	8006	18977	210	...
6031	7233	12465	34	" " (Southampton)	34	6142	3921	9002	146	...
419	1111	5623	5	" " (Medit.)	5	1831	96	3370	22	145
....	....	....	..	Miscellaneous (Medit.)	1	568	....	....	...	...
88751	191125	713762	1017	Totals	958	87794	85995	384860	11409	5838

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Defendants' Exhibit 22

15289

Westbound I	Westbound II	Westbound III	Trips	Canadian Ports.	Trips	Eastbound I	Eastbound II	Eastbound III	Dept.	Cons.
3400	15697	36105	50	Allan (Liverpool)	50	2177	5218	13394	375	...
799	8713	14286	39	" (Glasgow)	39	542	2570	3124	92	...
...	4489	7997	34	" (London, Havre)	33	....	1324	2137	101	...
416	486	2111	19	" (G'gow-L'pool-Halifax) .	18	312	115	173	...	...
32	680	1149	8	" (G'gow-H'fax-Bost.)	..	....	....	....	...	...
...	....	20023	22	Canada (Rotterdam)	18	....	....	121	53	...
1646	6092	12770	21	Canadian Northern (Bristol) ...	20	922	1897	5747	75	...
3827	12988	29312	43	C. P. R. (Liverpool)	42	2747	5772	14082	225	...
....	78	24504	41	" (Antwerp-London) ...	17	....	45	979	29	...
....	30	10	6	" (Bristol)	1	....	....	1	..	...
....	2250	11813	20	Cunard (London)	18	....	980	1249	61	...
....	253	784	7	French (Havre)	2	....	103	24	...	...
2434	13749	27001	46	Dom'n & W. S.-Dom'n. (L'p'l) .	45	1907	5999	10355	221	...
....	6932	9422	42	Donaldson (Glasgow)	39	....	2203	3623	58	...
11	405	6215	14	Russian (Libau)	..	....	....	....	...	...
18	258	13056	27	Uranium (Rotterdam)	..	....	....	....	74	...
12583	73100	216558	439	Totals	342	8607	26226	55009	1364	...
				Boston.						
....	2162	2767	22	Allan (Glasgow)	21	....	818	946	20	...
2599	6864	17670	19	Cunard (Liverpool)	22	2331	3280	8027	111	...
....	....	27	1	Hamburg (Hamburg)	..	....	....	....	...	...
....	2112	.....	40	Leyland (Liverpool)	38	37	1235	....	2	...
....	....	.....	..	Lloyd Sabaudo (Medit.)	1	32	....	161	...	34
....	1677	.....	26	Red Star (Antwerp)	..	....	....	....	...	...
679	2685	8433	17	White Star (Liverpool)	18	524	1564	2646	89	...
991	3361	18719	15	" " (Medit.)	15	2087	846	9809	245	540
4269	18861	47616	140	Totals	115	5011	7743	21589	467	574

15290

15291

15292

Defendants' Exhibit 22

TRANS-ATLANTIC PASSENGER MOVEMENT, 1912.

Table I—Concluded. TOTALS BY LINES AND PORTS, ALSO 1911 GRAND TOTALS.

(Continued from preceding page.)

Westbound					Eastbound						
I	II	III	Trips	Providence.	Trips	I	II	III	Dept.	Cons	
269	562	9991	24	Fabre (Medit.)	18	104	79	2363	65	3	
				Philadelphia.							
....	3702	12687	24	American (Liverpool)	23	....	2214	2497	113	...	
15293	2657	15913	24	Hamburg (Hamburg)	22	....	1504	1297	138	...	
48	221	5395	8	Italia (Medit.)	8	18	57	2794	12	25	
....	48	454	3	La Veloce (Medit.)	3	12	33	1073	1	7	
....	21	347	2	Lloyd Italiano (Medit.)	3	....	13	878	2	8	
12	49	1388	6	Navigazione (Medit.)	7	24	50	1420	10	21	
....	1250	15499	25	N. Ger. Lloyd (Bremen)	..	....	....	....	...	...	
....	....	.....	..	Red Star (Antwerp)	26	....	601	....	13	...	
60	7948	51683	92	Totals	92	54	4472	9959	289	62	
				Baltimore.							
....	2558	27803	39	N. Ger. Lloyd (Bremen)	42	....	1513	2599	271	17	
				Newport News.							
15294 138	....	356	11	"Norway Mex. Gulf" (Scand.)	..	....	....	....	...	...	
				New Orleans.							
17	32	279	13	French (Havre)	14	65	29	291	...	...	
274	....	....	21	Leyland (L'p'l-L'n-Havre, etc.)	15	136	....	....	...	...	
291	32	279	34	Totals	29	201	29	291	...	...	
				Galveston.							
....	1135	4668	14	N. Ger. Lloyd (Bremen)	14	....	627	997	355	...	
106361	295321	1071816	1810	Grand Totals, 1912	1610	101771	126684	477667	14220	705	
109443	275777	785943	1768	Grand Totals, 1911	1626	102333	122936	515491	12626	....	

Table II.

V	
I	
3400	1
799	
....	
32	
....	
416	
2625	
....	
2664	1
2878	
1646	
3827	1
....	
....	
13976	1
2599	
....	
2434	1
....	
....	
....	
274	
138	
1170	
6982	
6031	
679	
52570	1

Defendants' Exhibit 22 15295

TRANS-ATLANTIC PASSENGER MOVEMENT,
1912.

Table II. DIVISION BY GROUPS OF LINES.

Dept.	Cons.	Westbound I	II	III	Trips	British.	Trips	Eastbound I	II	III	Dept.	Cons.
65	3	3400	15697	36105	50	Allan (Mont.-Liverpool)	50	2177	5218	13394	375	...
		799	8713	14286	39	" (Mont.-Glasgow)	39	542	2570	3124	92	...
		....	3176	5020	34	" (Mont.-London)	33	....	780	741	68	...
113	...	32	680	1149	8	" (G'gow-H'fax-Bost.)	..	....	....	....	...	...
138	...	....	2162	2767	22	" (Boston-Glasgow)	21	....	818	946	20	...
12	25	416	486	2111	19	" (G'gow-L'pool-H'fax) ..	18	312	115	173	...	...
1	7	2625	5996	11525	40	American (N. Y.-S'hampton)	39	1750	2474	6731	223	...
2	8	....	3702	12687	24	" (Phila.-Liverpool) ..	23	....	2214	2497	113	...
10	21	2664	12952	11205	47	Anchor (N. Y.-Glasgow)	46	2495	6115	11503	126	6
...	...	2878	....	.....	38	At. Transport (N. Y.-London)	37	2118	....	.....	...	...
13	...	1646	6092	12770	21	Can. N'th'n (Mont.-Bristol) ..	20	922	1897	5747	75	...
289	62	3827	12988	29312	43	C. P. Ry. (Quebec-Liverpool)	42	2747	5772	14082	225	...
		....	....	.....	..	" (Quebec-London) ...	17	....	45	979	29	...
		....	30	10	6	" (Quebec-Bristol)	1	....	....	1	...	...
271	17	13976	17243	40611	59	Cunard (N. Y.-Liverpool) ...	54	12002	11194	26986	367	...
		2599	6864	17670	19	" (Boston-Liverpool)	22	2331	3280	8027	111	...
		....	2250	11813	20	" (Mont.-S'h'ton-L'd'n) ..	18	....	980	1239	61	...
...	...	2434	13749	27001	46	Dom'n & W. S.-Dom'n (L'p'l)	45	1907	5999	10355	221	...
		....	6932	9422	42	Donaldson (Mont.-Glasgow) ..	39	....	2203	3623	58	...
		....	2112	.....	40	Leyland (Boston-Liverpool) ...	38	37	1235	....	2	...
...	...	....	49	.....	2	" (N. Y.-Liverpool) ...	..	....	....	....	...	...
...	...	274	....	.....	21	" (N. O.-L'pl-L'd'n, etc.)	15	136	....	....	...	...
		138	....	356	11	Norway Mex. G. (Sand.-News)	..	....	....	....	...	...
...	...	1170	4095	12611	31	Scand.-Am. (N. Y.-Scand.) ..	30	1222	2292	11205	62	...
		6982	12657	18253	47	White Star (N. Y.-Liverpool) .	46	6186	8006	18977	210	...
		6031	7233	12465	34	" " (N. Y.-S'hampton)	34	6142	3921	6887	146	...
355	...	679	2685	8433	17	" " (Bost.-L'pool) ...	18	524	1564	2646	89	...
14220	705	52570	148543	297582	780	Totals	745	43550	68692	149873	2673	6
12626	....											

15296

15297

Defendants' Exhibit 24

Westbound II	Westbound III	Trips	Miscellaneous.	Trips	Eastbound I	Eastbound II	Eastbound III	Dept.	Cons
....	42	14	Austro-Am. (N. Y.-Azores)	9	7	8	36	...	...
177	541	12	Co. Trasatlantica (N. Y.-Spain) ..	12	178	90	888	18	53
53	286	15	Fabre (N. Y.-Azores)	14	59	42	318	...	...
531	5096	17	" (Prov.-Azores)	14	29	61	862	...	...
689	3917	14	White Star (Bost.-Azores)	15	68	159	2048	...	...
39	113	1	" " (N. Y.-Azores)	5	4	....	103	...	...
1489	9995	73	Totals	69	345	360	4255	18	53

Defendants' Exhibit 24.

Dividends of Hamburg-American Line Declared on all services.

Year	%	Year	%	Year	%	Year	%
1847	0	1864	8	1881	12	1898	8
1848	0	1865	20	1882	9	1899	8
1849	0	1866	20	1883	4	1900	10
1850	0	1867	16	1884	0	1901	6
1851	0	1868	8	1885	0	1902	4½
1852	0	1869	15	1886	4	1903	6
1853	28	1870	7	1887	6	1904	9
1854	0	1871	12	1888	8½	1905	11
1855	10	1872	16	1889	11	1906	10
1856	8	1873	12	1890	8	1907	6
1857	0	1874	0	1891	5	1908	0
1858	0	1875	0	1892	0	1909	6
1859	0	1876	0	1893	0	1910	8
1860	6	1877	0	1894	0	1911	9
1861	8	1878	7	1895	5	1912	10
1862	10	1879	6½	1896	8		
1863	8	1880	10	1897	6	Average--	6.9-8%

DEFENDANTS' DEMURRERS.

15307

The demurrer of the defendant, The Allan Line Steamship Company, Limited, to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, The Allan Line Steamship Company, Limited, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The 15308
United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition, and humbly 15309
prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

SPOONER & COTTON,
Solicitors for the Defendant,
The Allan Line Steamship
Company, Limited,
32 Liberty Street,
New York City, N. Y.

JOHN C. SPOONER,
Of Counsel.

15310 *Defendants' Demurrers.*

The demurrer of the defendant, International Mercantile Marine Company, to the petition of The United States of America, filed on January 4th, 1911.

The above-named defendant, International Mercantile Marine Company, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for
15311 cause of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other
15312 answer to the said petition and humbly prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant, International Mercantile Marine Company,
No. 27 William Street,
City of New York, N. Y.

WM. S. MONTGOMERY,
Of Counsel.

15313

The demurrer of the defendant, International Navigation Company, Limited, to the petition of The United States of America, filed herein on January 4th, 1911.

The above named defendant, International Navigation Company, Limited, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The United 15314
States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition and humbly prays to 15315
be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant, International Navigation Company, Limited,
No. 27 William Street,
City of New York, N. Y.

WM. S. MONTGOMERY,
Of Counsel.

15316 *Defendants' Demurrers.*

The demurrer of the defendant, Anchor Line (Henderson Brothers), Ltd., to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, Anchor Line (Henderson Brothers), Ltd., not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause
15317 of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other
15318 answer to the said petition and humbly prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
Anchor Line (Henderson Brothers), Ltd.,
No. 27 William Street,
City of New York, N. Y.

CHARLES C. BURLINGHAM,
Of Counsel.

Defendants' Demurrers. 15319

The demurrer of the defendant, Canadian Pacific Railway Company, to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, Canadian Pacific Railway Company, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The United 15320
States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition, and humbly 15321
prays to be hence dismissed, with its reasonable costs and charges in this behalf most wrongfully sustained.

(Sd.) SPOONER & COTTON,
Solicitors for the Defendant,
Canadian Pacific Railway
Company,
32 Liberty Street,
New York City, N. Y.

(Sd.) JOHN C. SPOONER,
Of Counsel.

15322 *Defendants' Demurrers.*

The demurrer of the defendant, The Cunard Steamship Company, Limited, to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, The Cunard Steamship Company, Limited, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for
15323 cause of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further
15324 or other answer to the said petition and humbly prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

LORD, DAY & LORD,
Solicitors for the Defendant,
The Cunard Steamship Company, Limited,
49 Wall Street,
New York City, N. Y.

LUCIUS H. BEERS,
Of Counsel.

15325

The demurrer of the defendant, British & North Atlantic Navigation Company, Limited, to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, British & North Atlantic Navigation Company, Limited, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition, and for cause of demurrer shows that the petitioner, The United States of America, has not in 15326
and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition and humbly prays to 15327
be hence dismissed, with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
British & North Atlantic
Steam Navigation Company,
Limited,
No. 27 William Street,
City of New York, N. Y.

WM. S. MONTGOMERY,
Of Counsel.

15328

Defendants' Demurrers.

The demurrer of the defendant, Hamburg-Amerikanische Packet-Fahrt-Actien-Gesellschaft (Hamburg-American Line), to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, Hamburg-Amerikanische Packet-Fahrt-Actien-Gesellschaft (Hamburg-American Line), by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner
15329 and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly
15330 prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition and humbly prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

SPOONER & COTTON,
Solicitors for the Defendant, Hamburg-Amerikanische Packet-Fahrt-Actien-Gesellschaft (Hamburg-American Line),
32 Liberty Street,
New York City, N. Y.

JOHN C. SPOONER,
Of Counsel.

Defendants' Demurrers. 15331

The demurrer of the defendant, Nederlandsch - Amerikaansche Stoomvaart Maatschappij (Holland-Amerika Lijn), to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, Nederlandsch-Amerikaansche Stoomvaart Maatschappij (Holland-Amerika Lijn), not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and 15332
alleged, demurs to the said petition, and for cause of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it 15333
shall be compelled to make any further or other answer to the said petition, and humbly prays to be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant, Nederlandsch-Amerikaansche Stoomvaart Maatschappij (Holland-Amerika Lijn),
No. 27 William Street,
City of New York, N. Y.

CHARLES C. BURLINGHAM,
Of Counsel.

15334 *Defendants' Demurrers.*

The joint and several demurrer of the above-named defendants, North German Lloyd, Gustav H. Schwab, Herman C. Von Post and Gustav Schwab, Junior (sued as Gustav H. Schwab, Junior), to the petition of The United States of America, filed herein on January 4th, 1911.

These defendants respectively, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to
15335 be true in such manner and form as the same are therein set forth and alleged, demur to the said petition and for cause of demurrer show that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for or to any relief whatever, from or against these defendants or either of them.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition,
15336 these defendants respectively demur thereto and humbly pray the judgment of this Honorable Court whether they or either of them shall be compelled to make any further or other answer to the said petition and humbly pray to be herein dismissed, with their reasonable costs and charges in this behalf most wrongfully sustained.

CHOATE & LAROCQUE,
Solicitors for the Defendants,
North German Lloyd, Gustav
H. Schwab, Herman C. Von
Post and Gustav Schwab, Jr.,
No. 40 Wall Street,
Borough of Manhattan,
City of New York, N. Y.

JAS. LAROCQUE.

Defendants' Demurrers. 15337

The demurrer of the defendant, Societe Anonyme de Navigation Belge Americaine, to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, Societe Anonyme de Navigation Belge Americaine, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The 15338
United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition and humbly prays to 15339
be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
Societe Anonyme de Navigation Belge Americaine,
No. 27 William Street,
City of New York, N. Y.

WM. S. MONTGOMERY,
Of Counsel.

15340 *Defendants' Demurrers.*

The demurrer of the defendant, Russian East Asiatic Steamship Company, Limited (Russian-American Line), to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, Russian East Asiatic Steamship Company, Limited (Russian-American Line), by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and
15341 form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, the United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and hum-
15342 bly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition and humbly prays to be hence dismissed, with its reasonable costs and charges in this behalf most wrongfully sustained.

A. L. & S. F. JACOBS,
Solicitors for the Defendant,
Russian East Asiatic Steamship Company, Limited (Russian-American Line),
30 Broad Street,
New York City, N. Y.

SAMUEL F. JACOBS,
Of Counsel.

15343

The demurrer of the defendant, Oceanic Steam Navigation Company, Limited, to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, Oceanic Steam Navigation Company, Limited, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The 15344
United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether it shall be compelled to make any further or other answer to the said petition and humbly prays to 15345
be hence dismissed with its reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
Oceanic Steam Navigation Company, Limited,
No. 27 William Street,
City of New York, N. Y.

WM. S. MONTGOMERY,
Of Counsel.

15346 *Defendants' Demurrers.*

The demurrer of the defendant, Bryce J. Allan, to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, Bryce J. Allan, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the
15347 petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether he shall be compelled to make any further or other answer to the said petition and
15348 humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

SPOONER & COTTON,
Solicitors for the Defendant,
Bryce J. Allan,
32 Liberty Street,
New York City, N. Y.

JOHN C. SPOONER,
Of Counsel.

Defendants' Demurrers. 15349

The demurrer of the above-named defendant, Philip A. S. Franklin, to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, Philip A. S. Franklin, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The United 15350
States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for or to any relief whatever from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether he shall be compelled to make any further or other answer to the said petition, and humbly prays to 15351
be herein dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
Philip A. S. Franklin,
27 William Street,
City of New York, N. Y.

CHARLES C. BURLINGHAM,
W. S. MONTGOMERY,
Of Counsel.

15352 *Defendants' Demurrers.*

The demurrer of the above-named defendant, William Coverly, to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, William Coverly, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and al-
15353 leged, demurs to the said petition and for cause of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for or to any relief whatever from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether he
15354 shall be compelled to make any further or other answer to the said petition and humbly prays to be herein dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
William Coverly,
27 William Street,
City of New York, N. Y.

CHARLES C. BURLINGHAM,
Of Counsel.

15355

The demurrer of the defendant, Charles P. Sumner, to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, Charles P. Sumner, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

15356

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether he shall be compelled to make any further or other answer to the said petition and humbly prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

15357

LORD, DAY & LORD,
Solicitors for the Defendant,
Charles P. Sumner,
49 Wall Street,
New York City, N. Y.

LUCIUS H. BEERS,
Of Counsel.

15358 *Defendants' Demurrers.*

The demurrer of the defendant, Emil L. Boas, to the petition of The United States of America, filed herein on January 4th, 1911.

This defendant, Emil L. Boas, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for cause of demurrer shows that the
15359 petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of the said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether he shall be compelled to make any further or other answer to the said petition and humbly
15360 prays to be hence dismissed with his reasonable costs and charges in this behalf most wrongfully sustained.

SPOONER & COTTON,
Solicitors for the Defendant,
Emil L. Boas,
32 Liberty Street,
New York City, N. Y.

JOHN C. SPOONER,
Of Counsel.

Defendants' Demurrers. 15361

The demurrer of the above-named defendant, Adrian Gips, to the petition of The United States of America, filed herein on January 4th, 1911.

The above-named defendant, Adrian Gips, by protestation, not confessing or acknowledging all or any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demurs to the said petition and for the cause of demurrer shows that the petitioner, The United States of 15362
America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for or to any relief whatever from or against this defendant.

Wherefore, and for divers other good causes of demurrer appearing on the face of said petition, this defendant demurs thereto and humbly prays the judgment of this Honorable Court whether he shall be compelled to make any further or other answer to said petition and humbly prays to be 15363
herein dismissed with his reasonable costs and charges in his behalf most wrongfully sustained.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for the Defendant,
Adrian Gips,
27 William Street,
City of New York, N. Y.

CHARLES C. BURLINGHAM,
Of Counsel.

15364 *Defendants' Demurrers.*

The demurrer of the defendants, Alexander E. Johnson and Max Straus, co-partners, doing business under the firm name of A. E. Johnson & Company, to the petition of The United States of America, filed herein on January 4th, 1911.

These defendants, Alexander E. Johnson and Max Straus, co-partners doing business under the firm name of A. E. Johnson & Company, by protestation, not confessing or acknowledging all or
15365 any of the matters or things in the said petition contained to be true in such manner and form as the same are therein set forth and alleged, demur to the said petition and for cause of demurrer show that the petitioner, The United States of America, has not in and by said petition shown any special right or equity on behalf of said petitioner, or made or stated such a cause as doth or ought to entitle it to the particular discovery or relief as is therein and thereby sought and prayed for, or to any relief whatever, from or against these defendants.

Wherefore, and for divers other good causes of
15366 demurrer appearing on the face of the said petition, these defendants demur thereto and humbly pray the judgment of this Honorable Court whether they shall be compelled to make any further or other answer to the said petition and humbly pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

A. L. & S. F. JACOBS,
Solicitors for the Defendants,
Alexander E. Johnson and
Max Straus,
30 Broad Street,
New York City, N. Y

SAMUEL F. JACOBS,
Of Counsel.

Opinion of Court on Demurrers.

15367

CIRCUIT COURT OF THE UNITED STATES,

SOUTHERN DISTRICT OF NEW YORK.

Before—LACOMBE, COXE, WARD and NOYES,
Circuit Judges.

UNITED STATES OF AMERICA,
Petitioner,

vs.

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT and Others,
Defendants.

15368

On demurrers for want of equity to a petition filed by the United States under the Federal Anti-Trust Statute for the purpose of restraining the further execution of an agreement between the certain steamship companies for the formation of an association called the Atlantic Conference relating to the carriage of steerage passengers between the United States and Europe.

15369

NOYES, *Circuit Judge:*

It may be accepted without discussion that the transportation of passengers between this country and Europe forms a part of the commerce of the United States with foreign nations. It is also clearly established that Congress has power to prohibit all contracts, combinations and conspiracies in restraint of such part of the foreign commerce of the United States. The real question here is not one of power, but of interpretation.

15370 *Opinion of Court on Demurrers.*

The inquiry is whether that which is charged against the defendants comes within the provisions of the Anti-Trust Statute and this inquiry has two phases:

(1) Does the agreement in question directly and materially affect foreign commerce?

(2) Does such agreement with the acts stated in the petition amount to an unlawful contract combination or conspiracy?

The agreement affects foreign commerce because
15371 its operation must necessarily divert a part thereof, viz.: the business of carrying steerage passengers from the natural channels of free competition into fixed channels assigned to the parties. The different lines obtain not that which would come to them from their separate efforts, but prescribed and certain percentages of the traffic.

The agreement directly and materially affects foreign commerce and is partly intra-territorial because it is to be carried out in part in the United States. Confining ourselves to east bound traffic, it is evident that the contract contemplates the solicitation of business; the making of contracts of carriage; the taking on board of passengers, and
15372 the actual commencement of transportation within the territory of the United States. It requires acts to be done in this country; such acts are as material and essential as those to be performed abroad, and the part of the contract requiring them cannot be separated from the remainder.

The prohibitions of the Anti-Trust Statute apply broadly to contracts in restraint of trade or commerce with foreign nations. This contract directly and materially affects such commerce, and if it unlawfully restrains it, it comes within the

15373

statute. We see nothing to warrant the contention that the act should be narrowly interpreted as prohibiting only contracts which are to be performed wholly within the territorial jurisdiction of the United States nor—if it were for us to consider—any reason for concluding that a broader construction would lead to international complications.

As the contract directly and materially affects the foreign commerce of this country by being put into effect here, it is immaterial where it was entered into or by what vessels it was to be, or has been, performed. Citizens of foreign countries are not free to restrain or monopolize the foreign commerce of this country by entering into combinations abroad nor by employing foreign vessels to effect their purpose. Such combinations are to be tested by the same standard as similar combinations entered into here by citizens of this country. The vital question in all cases is the same. Is the combination to so operate in this country as to directly and materially affect our foreign commerce? As said by the Circuit Court of Appeals for this Circuit in *Thomsen* vs. *Union Castle Mail S. S. Co.*, 166 Fed., 251:

15374

> "That the combination was formed in a foreign country is likewise immaterial. It affected the foreign commerce of this country and was to be put into operation here."

15375

The final inquiry is whether the acts and agreements of the defendants as set forth in the petition in addition to materially and directly affecting foreign commerce restrain it within the meaning of the statute. This inquiry requires the examination of the second phase of the question with which we started and it is whether such acts and agreements amount to an unlawful contract, combination or conspiracy.

15376 *Opinion of Court on Demurrers.*

The petition states the contract at length. It shows a division of traffic into stated percentages, contains stipulations for the pooling of receipts, and embraces provisions to secure its enforcement. In general the fixing of rates is left to individual discretion, although the holders of 75% of the shares of traffic may direct any party to raise or reduce its charges.

The petition, after stating the contract, shows the methods adopted by the associated defendants in fighting competitors and in forcing them out
15377 of business, and charges unfairness and oppression. It further alleges that the defendants in carrying out the combination have charged excessive and arbitrary rates to the public. It also alleges that by the contract and the practices thereunder the defendants have obtained a virtual monopoly of that part of the foreign commerce of the United States included within the scope of the combination.

Testing the petition by the allegations which it contains, as must be done upon demurrer, it is clear that—the effect upon foreign commerce being shown—the averments make out a combination and conspiracy in violation of the Anti-Trust
15378 Statute. Whether or not the statute is directed against all combinations in restraint of competition, it is certain that it embraces those in which the purpose and effect are to charge arbitrary and excessive transportation rates. Whether the statute be broadly or narrowly construed, it is clear that it prohibits combinations and conspiracies to restrain the business of transporting passengers when accompanied with acts of oppression and attempts to monopolize.

The demurrers of the defendants are overruled with costs and they are assigned to answer by the February rule day.

Opinion of Court on Facts.

15379

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

Before—LACOMBE, COXE, WARD and ROGERS,
Circuit Judges.

THE UNITED STATES

v.

HAMBURG-AMERICAN STEAMSHIP LINE and Others.

15380

This is a proceeding in equity under the Anti-Trust Act to terminate and dissolve a combination of various trans-Atlantic steamships engaged in the transportation of passengers. The transactions complained of are concerned mainly with the transport of steerage passengers.

LACOMBE, *C. J.:*

The writer's opinion as to what, under prior decisions, was the construction to be given to the Sherman Anti-Trust Act will be found fully set forth in U. S. *v.* American Tobacco Company, 164 F. R., 700. If that construction were followed in this case there could be no doubt as to the conclusion to be reached upon the facts proved. It is practically not disputed that, by the various agreements and conferences which together constitute the combination complained of, that branch of trans-Atlantic commerce which is concerned with the transport of steerage passengers is arbi-

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15382 *Opinion of Court on Facts.*

trarily interfered with so that the proportions of it carried by the various lines, which have so combined, are not as they would be if full, free and unrestricted competition were the sole controlling power to effect the distribution.

Since the decision above cited, however, there have been two exhaustive opinions of the Supreme Court dealing with this Act; Standard Oil Company *v.* United States, 221 U. S., 1; and United States *v.* American Tobacco Company, 221 U. S., 106. The effect of these would seem to be that
15383 contracts and methods of business, which do in fact restrain or interfere with competition, are not to be held obnoxious to the provisions of the Act, unless such restraint or interference is "unreasonable" or "undue."

> "Without going into detail and but very briefly surveying the whole field, it may be with accuracy said that the dread of enhancement of prices and of other wrongs which it was thought would flow from the undue limitation on competitive conditions caused by contracts or other acts of individuals or corporations, led, as a matter of public policy to the prohibition or treating as illegal all contracts or acts which were unreasonably restrictive of competitive conditions, either
> 15384 from the nature or character of the contract or act or where the surrounding circumstances were such as to justify the conclusion that they had not been entered into or performed with the legitimate purpose of reasonably forwarding personal interest and developing trade, but on the contrary were of such character as to give rise to the inference or presumption that they had been entered into or done with the intent to do wrong to the general public and to limit the right of individuals, thus restraining the free flow of commerce and tending to bring about the evils, such as enhancement of prices, which

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were considered to be against public policy. * * * The Statute * * * evidenced the intent not to restrain the right to make and enforce contracts, whether resulting from combination or otherwise, which did not unduly restrain interestate or foreign commerce, but to protect that commerce from being restrained by methods, whether old or new, which would constitute an interference that is an undue restraint."

Standard Oil Company v. *United States*, 221 U. S., pp. 58, 59, 60.

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"Applying the rule of reason to the construction of the Statute, it was held in the Standard Oil case that as the words 'restraint of trade' at common law and in the law of this country at the time of the adoption of the Anti-Trust Act only embraced acts or contracts or agreements or combinations which operated to the prejudice of the public interests by unduly restricting competition or unduly obstructing the due course of trade, or which, either because of the inherent nature or effect of the evident purpose of the acts, etc., injuriously restrained trade, that the words as used in the Statute were designed to have and did have but a like significance. It was therefore pointed out that 15387 the Statute did not forbid or restrain the power to make normal and usual contracts to further trade by resorting to all normal methods, whether by agreement or otherwise to accomplish such purpose."

United States v. *American Tobacco Company*, 221 U. S., 179.

To determine whether any particular course of conduct is or is not "undue" or "unreasonable"

involves, of course, a consideration of all the surrounding circumstances, which may be multifarious. Moreover, opinions will sometimes differ as to what should be the answer to such a question. Upon a given statement of facts twelve unprejudiced jurymen will sometimes unanimously reach the conclusion that the conduct of an individual evidenced "due" and "reasonable" care and prudence, when upon the same state of facts twelve other unprejudiced jurymen will unanimously reach a different conclusion. Courts have recog-
15389 nized this uncertainty, for it has been frequently held in actions for negligence that although a judge may direct an appropriate verdict, when all intelligent minds would agree as to the inference to be drawn from proved facts, he should send the cause to the jury whenever there might be an honest difference of opinion as to whether the conduct of an individual exhibited "due" and "reasonable" care and prudence. So, too, when question arises in an equity court as to the "reasonableness" of certain transactions different chancellors may differ in their answers. Thus in United States v. Periodical Clearing House, a litigation arising under the Sherman Act and involv-
15390 ing certain regulations made by what was known as the "Magazine" or "Periodical Trust," this court was evenly divided in opinion as to whether such regulations were reasonable or not. (Decided March 22nd, 1913, by dismissal of complaint, for the reason that the government had failed to satisfy a majority of the court that it was entitled to the relief prayed for. Not reported, as no opinions were filed.)

Referring now to the facts in proof. One of the matters complained of is what is called in the tes-

timony the providing of "fighting ships." Upon occasions when some steamship owner or charterer, not a member of the combination, has put a vessel on a berth adjoining one from which vessels of a member of the combination were about to sail and has offered to carry passengers at a lower rate than that asked by such member, an extra vessel has been put on ostensibly by one of the lines in the combination, but really by the combination itself at the same or a lower rate and all have co-operated to furnish such a "fighting ship" and thereby keep out the competitor. This seems clearly to be within the prohibition of the Act; the case is analagous to that presented in United States v. Eastern States Retail Lumber Dealers' Association. In that case some wholesale lumber dealers, learning the names and addresses of the customers of retail dealers who bought from them, had taken away such customers by offering to sell them direct at wholesale prices. An individual retail dealer who had thus lost customers was of course free to give information of his experience to any of his business associates, but an association of retail dealers which gathered such information and circularized the retail trade with a list of the names of the wholesalers who had done so was held to be a combination to boycott or blacklist and a decree was entered in this court enjoining the further preparation and issuance of such circulars—which decree was affirmed on appeal (201 F. R., 581; U. S. Sup. Court, June 22nd, 1914, not yet reported).

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The testimony (which is voluminous) fails to satisfy us that the defendants, or any of them, have charged excessive or exorbitant rates for the transportation of passengers, of any class, espe-

15394 *Opinion of Court on Facts.*

cially when it is considered that vastly more in the way of safety, speed, sanitary conditions, physical comfort, etc., is now given to the passenger than was given to him before these agreements and conferences were entered into.

Much is made in argument of the circumstance that members of the combination employ only agents who will agree to confine their business to selling passage tickets for such members. When the deplorable conditions which existed before this method of business was adopted are considered it would seem that such an arrangement has greatly benefited the traveling public, especially the more ignorant class of many different nationalities which travels in the third class or steerage. Moreover, dealing as it does merely with the control of defendants' agents, who are free to accept or decline such agency, it is analagous to the case which was presented in United States v. Periodical Clearing House, *supra*, where, upon the question whether or not such control of agents was or was not within the Act, this court was divided in opinion and dismissed the bill. No attempt was made to review that decision on appeal. It is thought therefore that complainant has not shown itself entitled to relief on this branch of the case.

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The main subject matter of the controversy, viz.: the controlling of transportation so as to allot proportionate shares of it to the different defendants who are in the combination, has recently been most exhaustively considered by the Standing Committee on Merchant Marine and Fisheries under resolutions of the House of Representatives in Congress; it is manifest from its report that the Committee had before it substantially the same evidence which is contained in the

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record in this case. There is nothing to add to the elaborate presentation of all sides of the controversy which will be found in that report, and we find it most persuasive to the conclusion that, in view of the peculiarities of ocean transportation, the method adopted by the defendants—if purged of its obnoxious feature, the "fighting ship"—is a reasonable one, which so far from restraining trade really fosters and protects it by giving it a stability which ensures more satisfactory public service for all concerned. Without this method or something like it there would be, 15398
in the language of the Committee, one or other of two results: "the lines would either engage in rate wars which would mean the elimination of the weak and the survival of the strong, or to avoid a costly struggle they would consolidate through common ownership—either would mean a monopoly fully as effective and it is believed more so, than can exist by virtue of (this) agreement." It seems, therefore, that this particular combination comes fairly within the exception to a strictly literal construction of the statute, which is indicated in the Standard Oil and Tobacco cases.

The Allan Line and Canadian Pacific Line withdrew from the fighting ship agreement before the 15399
bill was filed. As to both these defendants the bill is dismissed. As to the other defendants injunction will issue against the continuance of the "fighting ships" and as to the other prayers for relief the bill is dismissed. Since the government has not prevailed on the main part of the case, the decree will be without costs.

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Notice of Entry.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15401

Sirs:

You will please take notice that a decree, of which the within is a copy, was on the 9th day of November, 1914, duly entered in the within entitled action in the office of the Clerk of the District Court for the Southern District of New York.

Dated, New York, Nov. 10, 1914.

15402

Yours, etc.,

H. SNOWDEN MARSHALL,
United States Attorney,
Solicitor for Petitioner.

Notice of Entry.

15403

To

MESSRS. SPOONER & COTTON,
14 Wall Street,
New York, N. Y.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER,
27 William Street,
New York, N. Y.

MESSRS. CHOATE, LAROCQUE & MITCHELL,
40 Wall Street,
New York, N. Y.

MESSRS. LORD, DAY & LORD,
49 Wall Street,
New York, N. Y.

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RALPH J. M. BULLOWA, ESQ.,
10 Broadway,
New York, N. Y.

Solicitors for Defendants.

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Final Decree.

At a Stated Term of the United States District Court held in and for the Southern District of New York, at the United States Court House and Post Office Building, Borough of Manhattan, City of New York, on the 9th day of November, 1914.

Present—Hon. E. Henry Lacombe,
Hon. Alfred C. Coxe,
Hon. Henry G. Ward,
15407 Hon. Henry Wade Rogers,
Circuit Judges.

United States of America, Petitioner, v. Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, *et al.*, Defendants.	In Equity, E-7-74.

15408

The United States of America having filed its petition herein on the 4th day of January, 1911, and the defendants, The Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), The Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, The Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company Limited

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(Dominion Line), Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikaansche Stoomvaart Matschappij (Holland-Amerika Lijn), Nordeutscher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line), Bryce J. Allan, Phillip A. S. Franklin, John Lee, William Coverley, Charles P. Sumner, Emil L. Boas (now deceased), Adrian 15410
Gips, Gustav H. Schwab (now deceased), Herman C. Von Post, Gustav H. Schwab, Jr., Alexander E. Johnson and Max Straus, having duly appeared and answered herein, and the petitioner having duly filed a replication to said answers,

Now, therefore, comes the United States of America by H. Snowden Marshal, Esq., United States Attorney for the Southern District of New York, and Henry A. Guiler, Esq., Special Assistant to the United States Attorney for the Southern District of New York, and come also the defendants by their solicitors, Spooner and Cotton, Burlingham, Montgomery and Beecher, Choate, 15411
Larocque and Mitchell, Lord, Day and Lord, and Ralph J. Bullowa, Esq., and the said cause having duly come on to be heard before the Hon. E. Henry Lacombe, Alfred C. Coxe, Henry G. Ward and Henry Wade Rogers on the pleadings and proof, and the petitioner having moved the Court for an injunction in accordance with the prayer of the petition;

Wherefore, it is hereby ordered, adjudged and decreed:

15412 *Final Decree.*

1. That as to the defendants Allan Line, Bryce J. Allan and the Canadian Pacific Railway Company the petition is dismissed.

2. That the other defendants and each of them and their agents, servants, employees and all persons acting under or in behalf of them are hereby enjoined, restrained and prohibited from combining, conspiring or agreeing to interfere with or restrain the business of any owner of a vessel operated in competition with the vessel or vessels
15413 of one or other of said defendants, by providing, operating, or maintaining an extra vessel for the purpose of having it compete with such competing vessel by offering to carry passengers; and from in any way contributing to the cost or expense of procuring and operating such extra vessel. This injunction, however, shall not in any way affect the right of each individual defendant to run such vessels and on such terms as such individual defendant may choose in opposition to any competitor provided that the cost and expense thereof is not contributed in whole or in part by any of the other defendants.

15414 3. As to all other prayers for relief the petition is dismissed without costs to either side.

November 9, 1914.

E. HENRY LACOMBE,
U. S. Circuit Judge.
ALFRED C. COXE,
U. S. Cir. Judge.
H. G. WARD,
HENRY WADE ROGERS.

Order Allowing Appeal.

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UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15416

This cause came on to be heard at this Term, was argued by counsel, and thereupon, upon consideration thereof, it is hereby

Ordered, adjudged and decreed that an appeal be, and hereby is, granted and allowed, as prayed; and that the Clerk of the above-named Court be, and hereby is, directed to transmit forthwith to the Supreme Court of the United States a duly authenticated transcript of the record, papers and proceedings. It is hereby further ordered, adjudged and decreed that the testimony be reproduced in the transcript of the record in the exact words of the witnesses.

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E. HENRY LACOMBE,
ALFRED C. COXE,
HENRY G. WARD,
HENRY WADE ROGERS,
Circuit Judges.

15418

Petition for Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15419

To the Honorable Judges of the United States District Court for the Southern District of New York:

Now comes the United States of America, petitioner, in the above-entitled case, by its solicitors, H. Snowden Marshall, Esq., United States Attorney for the Southern District of New York, and Special Assistant to the United States Attorney Henry A. Guiler, and conceiving itself aggrieved by the order and final decree made and entered by the above-named Court in the above-entitled cause on the 9th day of November 1914, in the manner and instances set forth in its assignments of error filed in the said cause, to which reference is hereby made, does hereby pray an appeal and does hereby appeal therefrom to the present term of the Supreme Court of the United States.

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And the United States further prays that a transcript of the record, proceedings and papers

on which the decree was made and entered, duly authenticated, may be transmitted forthwith to the Supreme Court of the United States; and it further prays that, pursuant to No. 75 of the Rules and Practice of Equity, promulgated by the Supreme Court of the United States, effective February 1, 1913, the testimony may be reproduced in the transcript of the record in the exact words of the witnesses.

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for the Petitioner,
Office and Post Office Address,
Room 202, U. S. Court House
and Post Office Building,
Borough of Manhattan,
City of New York.

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H. SNOWDEN MARSHALL,
HENRY A. GUILER,
Of Counsel.

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Notice of Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

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Sirs:

Please take notice that we will present to the Judges of the Circuit Court of Appeals, sitting as the Expedition District Court, at the Chambers of Judge Lacombe, United States Court House and Post Office Building, Borough of Manhattan, New York City, on the 14th day of November, 1914, at ten o'clock A. M., the foregoing petition for appeal for the allowance thereof.

15426 Dated, New York, November 12, 1914.

Yours, etc.,

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for the Petitioner,
Office and Post Office Address,
Room 202, U. S. Court House,
and Post Office Building,
Borough of Manhattan,
New York, N. Y.

Notice of Appeal. 15427

To

MESSRS. SPOONER AND COTTON,
14 Wall Street,
New York, N. Y.

MESSRS BURLINGHAM, MONTGOMERY & BEECHER,
29 William Street,
New York, N. Y.

MESSRS CHOATE, LAROCQUE & MITCHELL,
40 Wall Street,
New York, N. Y.

MESSRS. LORD, DAY & LORD,
49 Wall Street,
New York, N. Y. 15428

RALPH J. M. BULLOWA, ESQ.
10 Broadway,
New York, N. Y.

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15430 **Petitioner's Assignments of Error.**

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15431

Now comes the United States of America, by H. Snowden Marshall, United States Attorney, and by Henry A. Guiler, Special Assistant to the United States Attorney, solicitors for the petitioner, and files the following assignments of error upon which the United States of America will rely upon its appeal from the decree made by this Honorable Court on the 9th day of November, 1914, in the above-entitled cause:

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I.

That said Court erred in failing to hold and decree that the defendants, The Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), The Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, The Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited

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(Dominion Line), Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikaansche Stoomvaart Maatschappij (Holland-Amerika Lijn), Norddeutcher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line), Bryce J. Allan, Phillip A. S. Franklin, John Lee, William Coverley, Charles P. Sumner, Adrian Gips, Herman C. Von Post, 15434
Gustav H. Schwab, Jr., Alexander E. Johnson and Max Straus, have been, and now are, engaged in a combination and conspiracy to restrain the trade and commerce of the United States with foreign nations in the transportation of steerage passengers contrary to the Act of Congress dated July 2, 1890 (26 Stat., 209), entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies."

II.

That said Court erred in failing to hold, declare and decree that said combination and conspiracy 15435
in which the defendants have been, and are now engaged, is contrary to the aforesaid Act of Congress.

III.

That said Court erred in failing to hold and decree that said defendants have been, and are now, engaged in restraining said trade and commerce of the United States with foreign nations, contrary to said Act of Congress.

15436 *Petitioner's Assignments of Error.*

IV.

That said Court erred in failing to hold and decree that said defendants have been, and are now, engaged in a combination and conspiracy to monopolize said trade and commerce of the United States with foreign nations, contrary to said Act of Congress.

V.

15437 That said Court erred in failing to hold and decree that said defendants have obtained a virtual monopoly of said trade and commerce of the United States with foreign nations in the business of carrying steerage passengers, contrary to said Act of Congress.

VI.

That said Court erred in failing to enjoin said defendants from combining and conspiring to restrain and monopolize, and the actual restraint and monopoly obtained by the defendants, of the aforesaid trade and commerce of the United States
15438 with foreign nations.

VII.

That said Court erred in failing to enjoin, restrain and cancel the general pool agreement denominated "AA," entered into by the defendants on February 5, 1908 (Pet. Ex. 3), and other similar pool and rate agreements prior thereto, amendatory thereof, supplemental thereto, or in any way relating thereto, all of which are now in

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effect, and in failing to enjoin and cancel the terms thereof, which provide for the arbitrary apportionment of passengers, the allotment of shares among the various steamship lines, the pooling of earnings, the fixing of rates, the confining of the trade to various designated channels, the limiting of the number of sailings, the providing for action against outside competition either in existence or to come into existence, and the fixing of penalties to be paid from a guarantee deposit for any infraction of or withdrawal therefrom, as being contrary to the Act of Congress aforesaid.

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VIII.

That said Court erred in failing to declare void the aforesaid agreement "AA" and other agreements heretofore mentioned as being in restraint of trade and in restraint of said trade and commerce of the United States with foreign nations and as tending to monopolize said trade, contrary to the aforesaid Act of Congress.

IX.

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That said Court erred in failing to decree and hold that the pooling of shares of steerage passengers under agreement "AA" and said other agreements by said defendants aforesaid is illegal and contrary to the aforesaid Act of Congress.

X.

That said Court erred in failing to hold and decree that the system provided for in said agree-

15442 *Petitioner's Assignments of Error.*

ments of the defendants' paying into the pool £4 for each passenger carried in excess of the percental share of the defendants in said pool, and the drawing out of said sum of money for each passenger carried short of their proportion, for the purpose of deterring the defendant steamship lines from exceeding their proportionate share, is contrary to the Act of Congress aforesaid.

XI.

15443 That said Court erred in failing to hold and decree that the system provided for in said pooling agreements whereby seventy-five per cent. of the lines members thereof had the power to compel a line which was plus or minus in the pool, as aforesaid, to raise its rates so as to deter passengers from traveling by that line if plus in the pool, and to lower its rates so as to attract passengers to said line if minus in the pool, with the object of compelling said line to carry its exact proportion in the pool and no more, is contrary to the Act of Congress aforesaid.

XII.

15444 That said Court erred in failing to hold and decree that the system provided for in said agreements, of fixing certain minimum and relative second and third-class rates, is contrary to the said Act of Congress.

XIII.

That said Court erred in failing to hold and decree that the system provided for in said agree-

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ments, of the defendants refusing to give advertisements to, or boycotting any newspaper which attacked systematically any of the defendant lines, is contrary to the said Act of Congress.

XIV.

That said Court erred in failing to hold and decree that the system of compelling each of the defendant lines to deposit security to the amount of £1,000 for each percental proportion of said lines in the pool to be forfeited as a penalty and as liquidated damages if one of the lines

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1. Unduly withdraws from the agreement;

2. Resorts to actions which render the continuance of the contract impossible; as, for instance, if a line

3. Refuses to pay the compensation money;

4. Fails to replenish the deposit in due time;

5. Assists directly, or indirectly, a new opposition line;

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6. Starts, or assists in starting, a line whereby the steerage traffic of the defendant lines would be seriously interefered with;

and of dividing up the amount of the penalty among the other lines in case the agreement is not lived up to, is contrary to the aforesaid Act of Congress.

15448 *Petitioner's Assignments of Error.*

XV.

That the said Court erred in failing to enjoin, restrain and prohibit the defendant steamship lines, and each of them, from continuing to put into effect, and to act under, the aforesaid agreement requiring a pledge or guaranty of £1,000 for each percental share of the defendant lines in the pool, for the purposes aforesaid, and from forfeiting the same as a penalty upon a breach thereof, as being contrary to the Act of Congress afore-
15449 said.

XVI.

That said Court erred in failing to enjoin, restrain, prohibit and cancel said agreement for a deposit guaranty and for the forfeiture thereof as a penalty in case of a breach thereof as being contrary to the Act of Congress aforesaid.

XVII.

That said Court erred in not holding and decreeing that the system of penalties provided for
15450 in agreement "AA" and other agreements, for the punishment of agents of the combined lines who represent steamship lines competing with pool lines, is illegal under the aforesaid Act of Congress.

XVIII.

That said Court erred in not enjoining, restraining and prohibiting the system of penalties provided for in agreement "AA" and other similar

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agreements in evidence for the punishment of agents of the combined lines who represent steamship lines competing with the pool lines as being illegal under the aforesaid Act of Congress.

XIX.

That said Court erred in not holding, decreeing and declaring that the conferences or voluntary associations of all the defendant lines which had signed the pooling and rate agreements; namely, Nordatlantischer Dampfer Linien Verband, or 15452
North Atlantic Steamship Lines Combine, the Mediterranean Conference, the Atlantic Conference, the Continental Conference, with a common secretary and office at Jena, Germany; the Atlantic Conference, with a secretary and office at Liverpool, England; the North Atlantic Conference, Continental Conference, Mediterranean Conference, and American Atlantic Conference, with a common secretary and office at New York; the American Atlantic Conference, with a secretary and office at Chicago; and the American Atlantic Conference, with a secretary and office at San Francisco, were, and now are, in the exercise of their duties under said agreements, the effective 15453
instruments of the pool lines in crushing out competition of new lines, in fixing the rates, in controlling the actions of the lines in accordance with the pool agreements, in restricting the carrying of the lines, in directing the traffic in certain arbitrarily designated channels, in controlling the railroads of the United States in relation to steerage traffic through agreements therewith, and, in general, monopolizing the steerage traffic of the North Atlantic, and are illegal under the aforesaid Act of Congress.

15454 *Petitioner's Assignments of Error.*

XX.

The said Court erred in not enjoining and decreeing the dissolution of the aforesaid conferences as being a combination illegal under the Act of Congress aforesaid.

XXI.

The said Court erred in not enjoining, restraining and prohibiting the said conferences or voluntary associations from carrying out, or taking any
15455 part in the carrying out of, said illegal agreements heretofore mentioned.

XXII.

That said Court erred in not holding and decreeing that the said conferences or voluntary associations, by the acts and conduct of the defendants, and their agents, members thereof, in restraining and monopolizing the aforesaid trade and commerce of the United States with foreign nations, were, and are now, illegal under the Act of Congress aforesaid.

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XXIII.

That said Court erred in holding and decreeing, in section one of said decree, that, on account of The Allan Line, Byrce J. Allan and the Canadian Pacific Railway Company having retired from the agreement among the several defendants which provided for "fighting steamers" to be put on by the pool lines against the competition of outside lines, the petition against them should be dismissed.

Petitioner's Assignments of Error. 15457

XXIV.

That said Court erred in the first section of its decree in dismissing the petition as against the defendants The Allan Line, Bryce J. Allan and the Canadian Pacific Railway Company.

XXV.

That said Court erred in failing to find, hold, and decree that "Minute 22," "Minute 104" and "Minute 22, Revised," which were adopted by the 15458
defendants at a meeting of the Atlantic Conference and which provided for the operation of "fighting steamers" against vessels in competition with the defendant conference or combined lines, were, and are now, a part of the General Pool Agreement "AA;" and in failing to cancel and declare void said minutes as being illegal under the Act of Congress aforementioned.

XXVI.

That said Court erred in failing to enjoin, restrain and prohibit the enforcement by the defendants of "Minute 22," "Minute 104" and "Min- 15459
ute 22, Revised," as part of the pooling agreement "AA" and other similar pooling agreements in evidence, which provided for a system of operating "fighting steamers," so-called, against the steamers of competing lines for the purpose of putting such lines out of business or so lessening or weakening their competition that they would voluntarily go out of business and of deterring other proposed lines from coming into said business, as being illegal under the Act of Congress aforesaid.

15460 *Petitioner's Assignments of Error.*

XXVII.

That said Court erred in section two of its decree in failing to enjoin the system of operating "fighting steamers" as typified in "Minute 22," "Minute 104" and "Minute 22, Revised," and as shown to exist in the evidence herein.

XXVIII.

That said Court erred in section two of its de-
15461 cree in failing to enjoin, restrain and prohibit the defendants from combining and conspiring to put into effect, and the actual putting into effect of, as being contrary to the Act of Congress aforesaid, a system of operating "fighting steamers," so-called, against the steamers of existing competing lines which happened to be running at certain times, for the purpose of depriving said existing competing lines of the carriage of their passengers who, but for the employment by said defendants of said "fighting ships," would naturally have traveled by said competing lines, and of the gains and profits accruing thereby, and of so injuring and depleting the resources of said com-
15462 peting lines that their competition would be lessened and ultimately utterly destroyed, and for the further purpose of hindering and deterring other lines from coming into existence in competition with said combined lines in view of the severe and disastrous losses which the then existing lines outside of the defendant combination had suffered from the use by said combination of said system of "fighting steamers," which system was as follows: that whenever a ship of a line not a member of the combination was designated by

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its owner to sail on a certain day, the combination or pool would designate a ship of the combination to be scheduled to sail on the same day; that if the so-called "fighting steamer" of the combined lines had booked passengers in excess of its capacity, the combined lines would thereupon designate one or more of their other steamers to sail on the same day to carry said excess passengers; that the expense or cost of operating said "fighting steamer" or steamers, which at times ran at rates the same, more, or less than those of the competing steamer, would be borne, in the last analysis, within certain limits, by the combined lines.

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XXIX.

That said Court erred in not holding and decreeing that the defendants be enjoined, restrained and prohibited from providing, operating and maintaining competing or "fighting steamers," so-called, as aforesaid, for the purposes aforesaid, against a vessel of a line not a member of the combination, the cost or expense of procuring and operating which "fighting steamer" or steamers is contributed to in any way, in whole or in part, by the pool or combined lines, or where any other method used by said combined lines has the effect of in any way assisting or aiding the operation or maintenance of said vessels.

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XXX.

That the said Court erred in failing to hold and decree that the defendants, and each of them, be enjoined, restrained and prohibited from in any

15466 *Petitioner's Assignments of Error.*

way or by any method jointly providing, operating and maintaining any steamer or steamers against steamers of lines not members of the combined defendant lines for the purpose of in any way, to any degree, lessening, destroying or eliminating the competition of any existing lines or the potential competition of those not in existence.

XXXI.

15467 That said Court erred in failing to enjoin the above-named conferences or voluntary associations of steamship lines, of which the defendants are members, from combining and conspiring to operate, and from operating or assisting in operating, the aforesaid competing or "fighting steamers," and in failing to hold that the said conferences or associations of steamship lines should be dissolved for having assisted or taken part in the operation of said "fighting steamers" and in said combination and conspiracy to operate them, contrary to the Act of Congress aforesaid.

XXXII.

15468 That said Court erred in failing to hold and decree that the defendants have been, and now are, engaged in a combination and conspiracy in restraint of the aforesaid trade by jointly enforcing by heavy penalties a rule of the conferences or combined defendant steamship lines for the purpose of injuring and destroying the competition of outside lines, which provides that no agent of a conference line shall represent any line not a member of the said conference or combined lines, and by jointly maintaining a so-called "eligible

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list" of those agents who are required to represent only conference lines, which is an effectual black list of those agents who represent any but conference lines, contrary to the Act of Congress aforesaid.

XXXIII.

That said Court erred in failing to cancel said rule for agents and in failing to enjoin, restrain and prohibit the enforcement thereof by penalties imposed on said agents who transgress it by the combined defendant steamship companies as having had the purpose and effect of restraining the trade of those lines not members of the conference and as being contrary to the Act of Congress aforesaid.

15470

XXXIV.

That said Court erred in failing to enjoin, restrain and prohibit the combination and conspiracy of the defendants to maintain, and the actual maintenance of, said "eligible list," and the consequent disqualification or blacklisting of said persons not on said list, as being contrary to the Act of Congress aforesaid.

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XXXV.

That said Court erred in failing to hold and decree that the combined defendants, by having been united under agreement "AA" and other similar agreements, by their being carried out within the United States, and by the unfair methods of said lines in putting into effect against

15472 *Petitioner's Assignments of Error.*

the competition of outside lines "Minute 22," "Minute 104" and "Minute 22, Revised," the rules for agents of the conference, and by other unlawful acts, the said combined defendant lines have been successful in carrying out measures which they have devised for destroying existing competition and preventing potential competiton to the extent that the New York and Continental Line and the Northwest Transport Line have been forced, by a constant series of losses due to the action of the defendants, to go out of the business
15473 of operating their steamers and to reorganize with new capital into what has been termed the "Uranium Line;" and that the Uranium Line has suffered such serious losses that, had it not been backed by some unseen and unknown force, it would not have been able to survive until the present time; and that said successful and unfair methods used by the conference lines against the Russian Volunteer Fleet and the Russian East Asiatic Line have caused the result that the Uranium Line is now the only non-conference line in the North Atlantic trade, and that thereby the combined defendant lines have obtained a virtual monopoly of said entire foreign trade of the United
15474 States in the carriage of steerage passengers.

XXXVI.

That said Court erred in failing to hold and decree that the defendant combined lines, by a series of agreements with the various railroad associations throughout the United States, have so controlled and monopolized the routing of steerage passengers arriving in the United States, that they have exacted from said railroad asso-

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ciations a virtual rebate of ten per cent, of the amount of the passage money paid by said steerage passengers for their transportation throughout the territory of said railroad associations within the United States, and thus have supplemented their monopoly obtained on the sea over said passengers by an effectual control, admitted by said defendants, of the railroad business, as regards said passengers, on land.

XXXVII.

15476

That said Court erred in failing to enjoin said combined defendant lines from combining and conspiring with said railroad associations and the members thereof to enforce, and from enforcing, the terms of said agreements, as being contrary to the aforesaid Act of Congress.

XXXVIII.

That said Court erred in failing to hold and decree that the said agreements with said railroad associations be declared void and canceled as contrary to the aforesaid Act of Congress.

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XXXIX.

That said Court erred in failing to hold and decree that the defendant combined lines be enjoined from accepting or receiving or exacting from said railroad associations the so-called "ten per cent. commercial allowance," or rebate, as aforesaid, as being contrary to the Act of Congress aforesaid and as assisting in maintaining the control and monopoly of the business aforesaid.

15478 *Petitioner's Assignments of Error.*

XL.

That said Court erred in failing to hold and decree that the agreements for the granting of said "commercial allowances" or rebates to said combined steamship lines, while withholding the same from competing lines not members of the combination, have had the effect of restraining the trade of said outside or competing lines and are contrary to the Act of Congress aforesaid.

XLI.

15479 That said Court erred in failing to hold and decree that the defendant combined steamship lines had fixed among themselves arbitrary rates for third-class passengers carried by them and have used said rates for the purpose of diverting the said trade from its usual and natural channels and turning it into channels designated by themselves, for the purpose of carrying out their pooling agreements, contrary to the Act of Congress aforesaid.

XLII.

15480 That said Court erred in failing to hold and decree that the defendant conference or combined lines have entered into a combination and conspiracy to fix, and have fixed, arbitrary rates for the purpose of controlling and diverting the trade aforesaid, contrary to the Act of Congress aforesaid.

XLIII.

That said Court erred in not enjoining, restraining and prohibiting the combination and con-

15481

spiracy among said defendant combined lines to fix and control, and the actual fixing and controlling of, said arbitrary rates, for the purpose of diverting trade from its usual and natural channels into channels designated by themselves, as being contrary to the Act of Congress aforesaid.

XLIV.

That said Court erred in failing to enjoin and cancel the agreements of said combined lines for the fixing of said arbitrary rates for the purpose of diverting said trade contrary to the Act of Congress aforesaid.

15482

XLV.

That the Court erred in failing to hold and decree that the defendant combined lines have been, and now are, engaged in a combination and conspiracy to fix excessive rates for the transportation of passengers in the business aforesaid, contrary to the Act of Congress aforesaid.

XLVI.

15483

That said Court erred in failing to enjoin, restrain and prohibit said combination and conspiracy of said defendants for the fixing and controlling of said excessive rates as being contrary to the Act of Congress aforesaid.

XVLII.

That said Court erred in failing to hold and decree that said rates fixed by said combination

15484 *Petitioner's Assignments of Error.*

of steamship lines were arbitrary and excessive and contrary to the Act of Congress aforesaid.

XLVIII.

That said Court erred in failing to enjoin, restrain and prohibit the defendants from continuing to put into effect said excessive and arbitrary rates in the business aforesaid as being contrary to the Act of Congress aforesaid.

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XLIX.

That said Court erred in failing to enjoin and cancel the provisions for the fixing of arbitrary and excessive rates contained in pooling agreement "AA" and other similar pooling and rate agreements in evidence as being contrary to the Act of Congress aforesaid.

L.

That said Court erred in failing to grant the prayers of said petitioner, and each of them, as prayed for.

15486

LI.

That said Court erred in section three of its decree in dismissing all other prayers of the petition for relief.

LII.

That said Court erred in section three of its decree in dismissing all other prayers of the petition for relief, without costs to the petitioner.

Petitioner's Assignments of Error. 15487

Wherefore, in order that the foregoing assignments of error may be and appear of record, said petitioner presents the same to the Court and prays that such disposition be made thereof as is in accordance with law and the statutes of the United States in such cases made and provided; and said petitioner prays a reversal of said decree so as to bring it within the laws of the United States in such cases made and provided, and that an order may be entered granting said petition and the prayers thereof as to each and every one of said defendants and such other and further relief to the petitioner as to the Court may seem meet or justice may require. 15488

Dated, New York, November 12th, 1914.

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for the Petitioner,
Office and Post Office Address,
Room 202, U. S. Court House,
and Post Office Building,
Borough of Manhattan,
City of New York.

15489

H. SNOWDEN MARSHALL,
United States Attorney;

HENRY A. GUILER,
Special Assistant to the
United States Attorney,
Solicitors for Petitioner.

15490 **Notice of Assignments of Error.**

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15491

Sirs:

Please take notice that we will present to the Judges of the Circuit Court sitting as an Expedition District Court, at the Chambers of Judge Lacombe, United States Court House and Post Office Building, Borough of Manhattan, City of New York, on the 14th day of November, 1914, at 10.00 o'clock in the forenoon, the foregoing assignments of error on behalf of the petitioner, the United States of America.

15492

Dated, New York, N. Y., November 12, 1914.

Yours, etc.,

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for Petitioner,
Office and P. O. Address,
Room 202, U. S. Court House
and Post Office Building,
Borough of Manhattan,
City of New York.

Notice of Assignments of Error. 15493

To

MESSRS. SPOONER & COTTON,
14 Wall Street,
New York, N. Y.

MESSRS. BURLINGHAM, MONTGOMERY & BEECHER,
27 William Street,
New York, N. Y.

MESSRS. CHOATE, LAROCQUE & MITCHELL,
40 Wall Street,
New York, N. Y.

15494

MESSRS. LORD, DAY & LORD,
49 Wall Street,
New York, N. Y.

RALPH J. M. BULLOWA, ESQ.,
10 Broadway,
New York, N. Y.

15495

15496

Praecipe.

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15497

Alxander Gilchrist, Jr.,
Clerk U. S. District Court,
Southern District of New York.

You will please take notice that the portions of the record to be incorporated in the transcript on the appeal of the petitioner, represented by the undersigned solicitor, are as follows:

1. The petition of the United States.
2. Answers of defendants.
3. General replications.
4. Demurrers of defendants to petition.
5. Decision of court on demurrers.
6. Pleadings, proof and proceedings following demurrers.

15498

7. Record used in the District Court.
8. Decision of court on hearing of the facts in the record.
9. Decree of the court.
10. Proceedings after decree.

New York, N. Y., November 12, 1914.

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for the Petitioner,
Office and Post Office Address,
Room 202, U. S. Court House
and Post Office Building,
Borough of Manhattan,
City of New York.

Citation.

15499

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15500

By the Honorable E. Henry Lacombe, one of the Circuit Judges sitting in the District Court of the United States for the Southern District of New York in the Second Circuit.

To the Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), the Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, the Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited (Dominion Line), Hamburg-Amerikanische Packetfahrt-Actien Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikaansche Stoomvaart Maatschappij (Holland-Amerika Lijn), Nord-Deutscher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line) Bryce

15501

15502 *Citation.*

J. Allan, Phillip A. S. Franklin, John Lee, William Coverley, Charles P. Sumner, Adrian Gips, Herman C. Von Post, Gustav H. Schwab, Jr., Alexander E. Johnson and Max Straus.

GREETING:

You are hereby cited and admonished to be and appear before a Supreme Court of the United States to be holden at the City of Washington in the District of Columbia on the 18th day of November, 1914, pursuant to an appeal filed in
15503 the Clerk's office of the District Court of the United States for the Southern District of New York from a judgment and decree made on or about the 9th day of November, 1914, in a certain proceeding wherein the United States is petitioner and the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft *et al.* are defendants, and wherein the United States of America is appellant and you are respondents, to show cause, if any there be, why the judgment and decree in said appeal mentioned should not be corrected and speedy justice should not be done in that behalf.

15504 Given under my hand at the Borough of Manhattan, in the City of New York, in the District and Circuit above-named, this 14th day of November, in the year of our Lord one thousand nine hundred and fourteen and of the independence of the United States one hundred and thirty-eighth.

E. HENRY LACOMBE,

Circuit Judge sitting in the District Court of the United States for the Southern District of New York in the Second Circuit.

Stipulation. 15505

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, v. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity, E-7-74.

15506

It is hereby stipulated and agreed that the foregoing fourteen printed volumes containing pages of testimony and pleadings 1-1859; of exhibits 1-5170 and index 1-154, are a true transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties.

Dated, November 14, 1914.

H. SNOWDEN MARSHALL,
United States Attorney, 15507
Solicitor for Petitioner.
CHOATE, LAROCQUE & MITCHELL,
BURLINGHAM, MONTGOMERY & BEECHER,
SPOONER & COTTON,
LORD, DAY & LORD,
RALPH JAMES M. BULLOWA,
Solicitors for Defendants.

15508

Certification.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,
Petitioner,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*,

15509

Defendants.

I, Alexander Gilchrist, Jr., Clerk of the District Court of the United States of America for the Southern District of New York, do hereby certify that the foregoing consisting of the pleadings and testimony, pages 1-1859; exhibits 1-5170; index 1-154 is a corrected transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties.

In testimony whereof, I have caused the seal of the said Court to be hereunto affixed, at the
15510 City of New York, in the Southern District of New York, this 16th day of November in the year of our Lord one thousand nine hundred and fourteen and of the independence of the said United States the one hundred and thirty-ninth.

ALEX. GILCHRIST, JR.,
Clerk.

VOLUME II.

(24446 and 24528)

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

TESTIMONY.

VOLUME I.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Petition of the United States Under the so-called Sherman Anti-Trust Act.

In the Circuit Court of the United States

FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others, Defendants.	In Equity.

To the Honorable the Judges of the Circuit Court of the United States of America for the Southern District of New York, sitting in equity:

Your petitioner, the United States of America, by Henry A. Wise, its attorney for the Southern District of New York, acting under direction of the Attorney General of the United States, brings this proceeding in equity against The Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), The Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, The Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited (Dominion Line), Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikaansche Stoomvaart Maatschappij

4 *Petition*

(Holland-Amerika Lijn), Norddeutscher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line), Bryce J. Allan, Phillip A. S. Franklin, John Lee, William Coverley, Charles P. Sumner, Emil L. Boas, Adrian Gips, Gustav H. Schwab, Herman C. Von Post, Gustav H. Schwab, Jr., Alexander E. Johnson and Max Strauss, and on information and belief alleges and shows:

5

I.

That the above-named defendants are engaged in foreign trade and commerce as common carriers of passengers and freight, and more particularly of third-class or steerage passengers, between ports and inland points in the United States and ports and inland points in Europe, Asia and Africa, and, in respect thereto, are violating the provisions of the Act of Congress passed July 2, 1890, entitled *"An Act to protect trade and commerce against unlawful restraints and monopolies"* and the Acts amendatory thereof and

6 supplemental thereto, as will hereinafter more fully appear; and this proceeding is instituted to prevent and restrain the hereinafter particularly described agreement, contract, combination and conspiracy in restraint of trade and commerce in the carriage of such steerage passengers between the United States and foreign countries, and the attempts to monopolize, and the contract, combination and conspiracy to monopolize, and the existing monopoly of such trade and commerce as hereinafter described.

7

II.

DESCRIPTION OF DEFENDANTS AND THE TRADE AND COMMERCE WHICH THEY CONDUCT.

1. At all the times herein mentioned, defendant, The Allan Line Steamship Company, Limited, hereinafter referred to as the "Allan Line," was and now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, and, as such, engaged in trade and commerce between the United States of America and foreign nations, 8
to wit, operating regular lines of steamships from ports in England and Scotland, in the Kingdom of Great Britain, to wit, London, Liverpool and Glasgow, to ports in the United States, to wit, Portland, Maine, Boston, Massachusetts, and Philadelphia, Pennsylvania, and transporting between, and to, and from said ports upon its steamships, freight and passengers for hire, and, particularly, that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times the Allan Line has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight
and passengers on and by its steamships to and from 9
the United States and from and to Europe, and has maintained agents in charge of such agencies who have been and now are engaged in soliciting persons to travel to and from Europe upon its said steamships; and in the case of all such passengers transported to the United States from Europe, it has docked its steamships and landed said passengers at one or the other of said ports of Portland, Boston and Philadelphia, and in the case of such passengers transported to Europe, they have embarked at one or the other of said ports.

10 *Petition*

2. Defendant Bryce J. Allan is a resident of the State of Massachusetts, and is and for many years has been engaged in business under the firm name and style of H. & A. Allan, with an office and place of business at the City of Boston, in the State of Massachusetts; and at all such times has been and now is employed by and acting for the Allan Line in the capacity of general agent and manager of its business in the United States, and, as such general agent, has had and now has charge of the affairs in the United States of the Allan Line in connection with its business aforesaid, and represents himself and his said
11 office, respectively, to be the person with whom and the place at which business may be transacted with the Allan Line.

3. At all the times herein mentioned, defendant International Mercantile Marine Company was and now is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, with an office and place of business in the City, County, State and Southern District of New York, where its principal business and affairs are transacted. It holds and votes a majority of the issued and outstanding capital stock respectively of the defendants Interna-
12 tional Navigation Company, Limited, British and North Atlantic Steam Navigation Company, Limited, Societe Anonyme de Navigation Belge Americaine and Oceanic Steam Navigation Company, Limited.

4. At all the times herein mentioned, defendant International Navigation Company, Limited, was and now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, with an office and place of business in the City, County, State and Southern District of New York, where its principal business and affairs in the United States are transacted.

Petition

5. At all the times herein mentioned, defendant International Mercantile Marine Company has owned certain steam vessels which it has been engaged in operating between the Port of New York, in the State of New York, and the port of Philadelphia, in the State of Pennsylvania, and the ports of Southampton and Liverpool, in England; and at all such times defendant International Navigation Company, Limited, has owned certain steamships which it has been engaged in operating between said ports of New York and Philadelphia and said ports of Southampton and Liverpool; and at all such times such steamships so operated by said International Mercantile Marine Company and said International Navigation Company, Limited, between said ports, have been and are known as the American Line; and at all such times said companies have been engaged in transporting between and to, and from said ports, upon their said steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times said companies have maintained agencies in divers cities in Europe and in the United States, at which they have sold contracts for the transportation of freight and passengers on and by their steamships to and from the United States and from and to Europe, and have maintained agents in charge of such agencies, who have been and are engaged in soliciting persons to travel to and from Europe upon their steamships; and in the case of all such passengers transported to the United States from Europe, they have docked their steamships and landed said passengers at either the ports of New York or Philadelphia, and in the case of passengers transported by them to Europe, such passengers have embarked upon their steamships at one or the other of said ports.

16 *Petition*

6. Defendants Phillip A. S. Franklin and John Lee for some time have been and now are officers of said International Mercantile Marine Company and said International Navigation Company, Limited, to wit, vice presidents thereof; and have been and now are in charge of the office of each of said corporations in the City, County, State and Southern District of New York and of their business and affairs.

7. At all the times herein mentioned, defendant The Anchor Line (Henderson Brothers), Limited, hereinafter referred to as the "Anchor Line" was and
17 now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, and, as such, engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from the port of Glasgow, in Scotland, to the port of New York, in the State and Southern District of New York, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times the Anchor Line has maintained
18 agencies in divers cities in Europe and in the United States, at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the United States and from and to Europe, and has maintained agents in charge of such agencies who have been and now are engaged in soliciting persons to travel to and from Europe upon its said steamships; and in the case of such passengers transported to the United States from Europe, it has docked its steamships and landed said passengers at the port of New York, and in the case of such passengers transported to Europe, they have embarked upon its steamships at said port.

8. Defendant William Coverly is a resident of the Borough of Brooklyn, in the City and Eastern District of New York, and is and for many years has been engaged in business in the Southern District of New York, with an office and place of business at No. 17 Broadway, Borough of Manhattan, City and County of New York; and at all such times he has been and now is employed by and is acting for the Anchor Line, in the capacity of general agent and manager of its business in the United States, and, as such general agent, has had and now has charge of the affairs in the United States of the Anchor Line in connection with its business aforesaid, and represents himself and his said office respectively to be the person with whom and the place at which business may be transacted with the Anchor Line.

9. At all the times herein mentioned, defendant Canadian Pacific Railway Company, hereinafter referred to as the "Canadian Pacific Line," was and now is a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been engaged in operating regular lines of steamships from the port of Liverpool, in England, to the ports of Montreal, Quebec, and St. John, in the Dominion of Canada, and continuous, through lines of railway connecting with said steamship lines at the ports of Montreal, Quebec, and St. John, and operating thence through the Dominion of Canada into the United States to divers points within the divers states of the United States, and at all such times has been engaged in transporting, between said points in the United States and the said port of Liverpool, by way of said steamships and railway lines, freight and passengers

for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the through transportation of freight and passengers on and by its said steamship and railway lines to and from points in the United States and from and to points in Europe; and it has maintained agents in charge of such agencies who have been and now are engaged in soliciting persons to travel to and
23 from Europe upon said steamship and railway lines.

10. At all the times herein mentioned, defendant The Cunard Steamship Company, Limited, hereinafter referred to as the "Cunard Line," was and now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from the ports of New York and Boston, in the
24 United States, to the ports of Liverpool, in England, and Fiume and Trieste, in Austria, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times the Cunard Line has maintained agencies in divers cities in Europe and in the United States, at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the United States and from and to Europe, and has maintained agents

25

in charge of said agencies who have been and now are engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European ports, it has docked its steamships and landed such passengers at either the port of Boston or New York, and in the case of such passengers transported by it to Europe they have embarked upon its said steamships at one or the other of said ports.

11. Defendant Charles P. Sumner is a resident of the City, County, State and Southern District of New 26
York, and is and for many years has been engaged in business as the general agent in the United States of the Cunard Line, with an office and place of business at No. 21 State Street, in the Borough of Manhattan, City and Southern District of New York, and is employed by and is acting for the Cunard Line in the capacity of such general agent and has charge of the affairs in the United States of the Cunard Line in connection with its business aforesaid, and represents himself and his said office respectively to be the person with whom and the place at which business may be transacted with the Cunard Line.

12. At all the times herein mentioned, defendant 27
British and North Atlantic Steam Navigation Company, Limited, hereinafter referred to as the "Dominion Line," was and now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from Portland, in the State of

Maine, to Liverpool, in England, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times the Dominion Line has maintained agencies in divers cities in Europe and in the United States, and particularly at the City of New York, in the Southern District of New York, at which it has sold contracts for the transportation of freight and passengers on and by its said steam-
29 ships to and from the United States and from and to Europe, and has maintained agents in charge of such agencies who have been and now are engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from Europe, it has docked its steamships and landed such passengers at the port of Portland, Maine; and in the case of such passengers transported to Europe they have embarked upon its steamships at said port.

13. At all the times herein mentioned, defendant Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, hereinafter referred to as the "Hamburg-Amer-
30 ican Line," was and now is a corporation organized and existing under and by virtue of the laws of the City of Hamburg, in the Empire of Germany, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships between the port of New York, in the United States, and the port of Hamburg, in Germany, and transporting between, and to, and from said ports, upon its steam-

ships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the United States and from and to Europe, and has maintained agents in charge of said agencies who have been and now are engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European ports, it has docked its steamships and landed such passengers at the port of New York, and in the case of such passengers transported to Europe, they have embarked upon its steamships at said port.

14. Defendant Emil L. Boas is a resident of the City, County, State and Southern District of New York, and is and for many years has been engaged in business as resident director and general manager in the United States of the Hamburg-American Line, with an office and place of business at No. 45 Broadway, in the Borough of Manhattan, City, County, State and Southern District of New York; and at all such times he has been and now is employed and acting as such resident director and general manager in the United States of the business of the Hamburg-American Line, and has charge of its affairs in the United States in connection with its business aforesaid, and represents himself and his said office respectively to be the person with whom and the place at which business may be transacted with the Hamburg-American Line.

15. At all the times herein mentioned, defendant Nederlandsh-Amerikaansche Stoomvaart Maatschap-

pij (Holland-Amerika Lijn), hereinafter referred to as the "Holland-America Line," was and now is a corporation organized and existing under and by virtue of the laws of the Kingdom of The Netherlands, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from the port of New York, in the State of New York,
35 to the port of Rotterdam, in Holland, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times the Holland-America Line has maintained agencies in divers cities in Europe and in the United States, at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the United States and from and to Europe, and has maintained agents in charge of said agencies who have been and now are engaged in soliciting persons to travel to
36 and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European ports, it has docked its steamships and landed such passengers at the port of New York, and in the case of such passengers transported by it to Europe they have embarked upon its said steamships at said port.

16. Defendant Adrian Gips is a resident of the County, State and Southern District of New York, and is and for many years has been engaged in business, in the Southern District of New York, as the general agent of the Holland-America Line, with an

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office and place of business at No. 39 Broadway, in the Borough of Manhattan, City, County, State and Southern District of New York; and at all such times he has been and now is employed and acting as such general agent in the United States of the business of the Holland-America Line, and has charge of its affairs in the United States in connection with its business aforesaid, and represents himself and his said office respectively to be the person with whom and the place at which business may be transacted with the Holland-America Line.

17. At all the times herein mentioned, defendant 38
Norddeutscher Lloyd, hereinafter referred to as the "North German Lloyd Line," was and now is a corporation organized and existing under and by virtue of the laws of the City of Bremen, in the Empire of Germany, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from the ports of Baltimore, in the State of Maryland, and New York, in the State of New York, to the port of Bremen, in Germany, and transporting between, and to, and from said ports, upon 39
its steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its steamships, to and from the United States and from and to Europe, and has maintained agents in charge of said agencies who have been and now are

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engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European port, it has docked its steamships and landed such passengers at either the port of New York or Baltimore, and in the case of such passengers transported to Europe, they have embarked upon its steamships at one or the other of said ports.

18. Defendants Gustav H. Schwab, Herman C. Von Post and Gustav H. Schwab, Jr., are residents of the City, County, State and Southern District of New
41 York, and are partners doing business under the firm name and style of Oelrichs & Company, with an office and place of business at No. 5 Broadway, New York City. They are and for many years have been general agents in the United States of the North German Lloyd Line, and in general charge of its affairs within the United States, and hold themselves and their office out to the public as the persons with whom and the place at which business may be transacted with the North German Lloyd Line.

19. At all the times herein mentioned, defendant Societe Anonyme de Navigation Belge Americaine, hereinafter referred to as the "Red Star Line," was
42 and now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Belgium, with an office and principal place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from the ports of New York and Philadelphia, in the United States, to the port of Antwerp, in Belgium, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire,

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and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the United States and from and to Europe, and has maintained agents in charge of said agencies who have been and now are engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European port, it has docked its steamships and landed such passengers at either of the ports of New York or Philadelphia, and in the case of such passengers transported to Europe, they have embarked upon its steamships at said ports.

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Defendant International Mercantile Marine Company is the general agent in the United States of the Red Star Line, and the Red Star Line holds out the office of the International Mercantile Marine Company in the City, County, State and Southern District of New York as the place at which it transacts business.

20. At all the times herein mentioned, defendant, Russian East Asiatic Steamship Company, Limited, hereinafter referred to as the "Russian-American Line," was and now is a corporation organized and existing under and by virtue of the laws of the Empire of Russia, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating regular lines of steamships from the port of New York, in the United

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States, to the port of Libau, in Russia, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire, and particularly that class of passengers ordinarly known and described in the steamship trade as third-class or steerage passengers; and at all such times it has maintained agencies in divers cites in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the Unit.d States and from and to Europe, and has maintained agents in charge of said
47 agencies who have been and now are engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European port, it has docked its steamships and landed such passengers at the said port of New York, and in the case of such passengers transported to Europe, they have embarked upon its steamships at said port.

21. Defendants Alexander E. Johnson and Max Strauss are residents of the City, County, State and Southern District of New York, and are copartners trading and doing business under the firm name and style of A. E. Johnson & Company, with an office and
48 place of business at No. 1 Broadway, Borough of Manhattan, City and Southern District of New York. They are and for some time past have been the general agents in the United States of the Russian-American Line, and in general charge of its affairs and business with the United States, and held themselves and their office out to the public as the persons with whom and the place at which business may be transacted with the Russian-American Line.

22. At all the times herein mentioned, defendant, Oceanic Steam Navigation Company, Limited, hereinafter referred to as the "White Star Line," was and

now is a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; and at all such times it has been and now is engaged in trade and commerce between the United States of America and foreign nations, to wit, operating lines of steamships from the ports of New York and Boston, in the United States to the ports of Liverpool and Southampton, in England, and transporting between, and to, and from said ports, upon its steamships, freight and passengers for hire, and particularly that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers; and at all such times it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its steamships to and from the United States and from and to Europe, and has maintained agents in charge of said agencies who have been and now are engaged in soliciting persons to travel to and from Europe, upon its said steamships; and in the case of all such passengers transported to the United States from the said European ports, it has docked its steamships and landed such passengers at either the port of New York or Boston, and in the case of such passengers transported to Europe, they have embarked upon its steamships at one or the other said ports.

Defendant, International Mercantile Marine Company, is the general agent in the United States of the White Star Line, and the White Star Line holds out the office of the International Mercantile Marine Company, in the City, County and Southern District of New York, as the place at which it transacts business.

23. The corporations hereinbefore described will hereinafter be referred to collectively as "defendant steamship lines."

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24. The defendant steamship lines, by virtue of their separate corporate organization and the ports between which their lines or steamships are run, as hereinbefore set forth, are and should be natural competitors in the business of furnishing facilities for the aforesaid steerage passenger traffic and but for the existence of the unlawful combination, contract and conspiracy, hereinafter more fully described, and the enforcement and fulfillment of the terms and purposes thereof, said defendant steamship lines, and each of them, would be actively competing with all of the
53 others in the said business.

III.

DESCRIPTION OF THE TRADE AND COMMERCE WHICH THE DEFENDANTS ARE MONOPOLIZING AND ATTEMPTING AND CONSPIRING TO MONOPOLIZE.

The public lands of the United States have been since the day the Government was formed, the one possession more coveted than any other in the world by the peasant and artisan of Europe seeking a proprietorship and personal importance here which they could not hope for in their native countries. The resulting
54 annual influx of population from all parts of Europe to the United States has steadily increased until the traffic back and forth is very large and very lucrative. The return travel results from the desire of immigrants to return to their European homes, either to bring over members of their families to this country or merely to revisit them. With the increase of this traffic, the steamship companies have extended their facilities for handling it until the income from the third-class or steerage rates between Europe and North America is one of the most important parts of their revenue.

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The average number of immigrants coming to this country annually from Europe, at third-class or steerage rates, for the five years last past, has been 1,200,000, and the average of emigrants returning annually to Europe during the same period has been approximately 500,000. The resultant revenue to the steamship companies handling this traffic has been approximately $55,000,000 per annum, and during this period an increasingly large amount has been expended in the United States by immigrants in the purchase of tickets for relatives in Europe to enable them to come to America.

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IV.

THE COMBINATION AND CONSPIRACY IN WHICH DEFENDANTS ARE ENGAGED.

The defendants for some time past have been and now are engaged in the United States, and particularly in the Southern District of New York, in an unlawful combination and conspiracy to restrain a part of the trade and commerce of the United States with foreign nations, and to monopolize the same, that is to say, they are and for some time have been engaged [in the said Southern District of New York], 57
in a combination and conspiracy to destroy all competition among and between themselves in the business of transporting third-class or steerage passengers, by steamships, between ports in the United States of America and ports in Europe, and in and by eliminating, suppressing and destroying all competition in such traffic by any and all persons and corporations other than themselves, the objects of which said combination and conspiracy they are seeking and have sought to accomplish in the manner and by the means hereinafter set forth.

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V.

THE MANNER AND MEANS OF ACCOMPLISHING THE UNLAWFUL COMBINATION AND CONSPIRACY.

A

Terms of Agreement upon formation of the unlawful combination and conspiracy, and the amendments thereto:

1. February 5, 1908, at the City of London, in England, defendant the Allan Line, the Anchor Line, the
59 Cunard Line, the Hamburg-American Line, the Holland-America Line, North German Lloyd, the Red Star Line, International Mercantile Marine Company, White Star Line, the International Navigation Company, Limited, the Dominion Line and the Canadian Pacific Line entered into said unlawful combination and conspiracy in and by the execution of an unlawful contract, a copy of which is hereto annexed, and marked Exhibit A, and prayed to be considered as a part hereof, as if here set forth in full, wherein and whereby each of them became a member of a voluntary association under the name and style of the "Atlantic Conference," which said association was to
60 maintain an office with a person in charge thereof who should be and is designated and described as "Secretary."

2. Under the terms of this contract, these lines agreed to divide and share in the entire steerage traffic forwarded by all of them between all European ports and the United States and Canada with the exception of traffic consisting of Italian and Orienal (*i. e.*, passengers to and from Greece, Africa and Asia), steerage passengers, forwarded by direct steamers through the Straits of Gibraltar according to the following percentages:

West Bound.	*Per cent.*
Allan Line	.62
Anchor Line	3.40
Cunard Line	13.75
Hamburg-American Line	19.61
Holland-America Line	6.63
North German Lloyd	26.53
Red Star Line	9.71
International Mercantile Marine Co.	
White Star Line	8.60
American Line	6.68
Dominion Line	4.47 62
Total	100.00
East Bound.	
Allan Line	4.95
Anchor Line	3.93
Cunard Line	12.77
Fiume Trieste Service	2.35
Hamburg-American Line	12.35
Holland-America Line	6.10
North German Lloyd	18.79
Red Star Line	8.56
International Mercantile Marine Co.	63
White Star Line	15.49
American Line	8.72
Dominion Line	1.50
Canadian Pacific Line	4.49

3. By the terms of this contract they further agreed, that each of them which in any year should carry steerage passengers in excess of the aforesaid agreed percentage should pay a compensation price of four pounds Sterling for each excess steerage passenger so carried by it, and that the total of the compensa-

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tion money so paid should be divided among the lines, parties to the agreement, which had failed to carry their agreed percentage of such steerage passengers in proportion to the number of steerage passengers which each such line should be short; that a provisional settlement of such compensation money should be made between the lines each month and a final settlement at the end of each year on the basis of periodic accounts kept and rendered to the lines by the Secretary of the association.

4. By the terms of this contract it was further
65 agreed that a majority of the lines entitled thereunder to at least seventy-five per cent of the total agreed shares in said steerage traffic should have the right, from time to time, to raise or lower the above described compensation price of four pounds Sterling, the expressed intention of the contracting parties being that such compensation price should be raised as the average steerage rate was raised, and should be lowered if the average steerage rate should be lowered, so that such compensation price would, at all times, be sufficient to deter each and any of the contracting parties from attempting to carry more than its agreed percentage of such steerage traffic and at
66 the same time it should not be sufficiently high to offer an inducement to any of them to refrain from carrying its agreed share.

5. By the terms of this contract it was further agreed that whenever said monthly accounts showed that any of the lines had exceeded or remained below its agreed percentage of said traffic, such line should at once either raise or lower its steerage rate so that the number of steerage passengers carried by it should again amount to its agreed percentage of the total steerage traffic covered by the contract, and that in the event that in the opinion of a majority of the

lines, parties to the agreement, controlling thereunder at least seventy-five per cent of said steerage traffic, if the measures so adopted were not sufficiently drastic to accomplish said intended result, such majority should have the right to direct such line to take more drastic measures to bring the number of steerage passengers carried by it into accordance with its agreed percentage; and it was further agreed to be the sense of the contracting parties that such adjustment should be secured, whenever practicable, by raising the steerage rates of one or several of said defendant steamship lines rather than by lowering such rates by any of them. 67 68

6. By the terms of this contract each of said lines further agreed to and each of them thereafter did deposit with the Secretary of the association, as a guarantee of the performance of the provisions of the contract, a negotiable promissory note in the sum of One thousand pounds Sterling for each one per cent of its agreed proportion in the traffic covered by the contract, and by said contract each line agreed that the entire sum so deposited by it should be forfeited upon its unauthorized withdrawal from the association before its termination, or upon its refusal to pay compensation money, or its failure to replenish its deposit in case it should become impaired by payment of penalties, as hereinafter described, or its starting or assisting any new line in competition with all or any of the contracting lines in such traffic. 69

7. By the terms of this contract it was further agreed that all disputes arising thereunder, between any of the parties thereto, should be settled by an arbitrator or arbitrators; that such arbitrator or arbitrators should have power to impose upon any of the lines, for violation of any of the provisions of this contract, penalties in amounts not less than two hun-

dred and fifty pounds Sterling for each such violation and not less than two thousand five hundred pounds Sterling for each wilful or intentional violation, and that in case the amount of such penalty should not be paid within eight days after its imposition, the above described deposit of the line against which such penalty was imposed should be drawn upon for the amount of such penalty.

8. By the terms of this contract, it was further agreed that new lines might thereafter be admitted to the contract and association and the terms of the
71 contract altered, from time to time, by the unanimous vote of all the parties thereto.

9. By the terms of this contract the lines further agreed that for the discussion of questions arising under the terms of the contract, for the discussion of proposed amendments thereto and of the proposed admission of other lines to the terms thereof, meetings of the contracting parties should be held from time to time at various places in Europe.

B.

Defendant The Russian-American Line becomes a
72 *party to the illegal contract.*

Pursuant to the provisions of the aforesaid unlawful contract and in furtherance of the aforesaid unlawful combination and conspiracy, on or about September 1st, 1909, at a meeting held by all the other defendant steamship lines at the City of Cologne, Germany, defendant, the Russian-American Line, was duly admitted to membership in the Atlantic Conference and to all the provisions of said contract. Petitioner is unable to state what percentage of the said steerage traffic, it was thereupon agreed that the said Russian-American Line should be entitled to, but your

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petitioner is informed and believes that the shares of all the lines, parties to said contract, were in some respects altered so as to provide a percentage of such traffic for the Russian-American Line.

By the terms of said unlawful contract of February 5, 1908, and the amendment thereto whereby the Russian-American Line was admitted to the Atlantic Conference and to the terms and provisions of said contract, the provisions thereof are extended to remain effective and binding upon the contracting parties up to and including February 28th, 1911; and thereafter, to remain effective and binding upon said parties from year to year unless notice of intention to withdraw from the terms thereof at the end of any year shall be given by one or more of the parties thereto on or before the first day of December of the year in which such notice is given.

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C.

Acts pursuant to the unlawful agreement, and to effect the purpose of the unlawful combination and conspiracy.

1. Ever since the adoption of the aforesaid unlawful contract the business of all and every of said defendant steamship lines, in so far as it consists in the carriage of the steerage traffic referred to therein, has been and at the date of filing this petition is carried on by each and every of them in all respects in accordance with the terms and provisions thereof and in accordance with the terms and provisions of resolutions adopted by said contracting parties at meetings held in pursuance thereof, and all free and natural competition between said lines in the establishment of rates and the furnishing of facilities for such steerage traffic, has been and is thereby wholly eliminated.

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2. The successful accomplishment of the objects

of said unlawful agreement, and said unlawful combination and conspiracy thereby entered into, necessarily involved the execution of the terms, scope and intent of said agreement throughout the United States, and more particularly in the Southern District of New York. And ever since February 5th, 1908, for the effective accomplishment of the objects aforesaid, each of the individual defendants herein has been and is designated and established by his respective line at his respective office in the United States, as agent for such line, to carry out and make effective the terms, objects
77 and intent of said unlawful agreement, combination and conspiracy, in the United States. And said individual defendants, at their respective offices and agencies throughout the United States, and more particularly in the Southern District of New York, at all times herein mentioned, down to the time of the filing of this petition, have almost daily carried out and executed acts necessary for the successful accomplishment of said unlawful combination and conspiracy.

3. And at all such times all of said individual defendants, at the Southern District of New York, have received orders and instructions from their respective principals, in respect to the accomplishment of the
78 objects and purposes of said unlawful combination and conspiracy, and each and all of them have within said Southern District of New York, complied with and carried out such instructions.

Agreement to destroy competition of independent lines.

In and for the execution of said unlawful combination and conspiracy, and in furtherance thereof, all of the defendant steamship lines, at a meeting held March 25th, 1908, agreed that they should act together to eliminate and destroy the competition of any and all persons and corporations that might then or

thereafter operate lines of steamships and carry steerage passengers between Europe and the United States in competition with all or any of defendant steamship lines in the traffic covered by the terms of the aforesaid unlawful agreement.

Arrangement to use so-called "fighting-steamers" to destroy competition.

In and for the execution of the aforesaid resolution and for the purpose of effecting the objects of said unlawful combination and conspiracy, said defendant steamship lines at said meeting appointed three of 80
their representatives at New York City to act as a committee for and on behalf of all of them at the City of New York, for the selection from among the steamships belonging to said defendants of so-called "fighting steamers" to sail eastbound from the Port of New York, to European ports whenever steamships operated by competing lines should be scheduled to sail, and said committee was authorized, empowered and directed to fix and change, from time to time on short notice, the advertised rates at which third-class or steerage passengers should and would be carried on such "fighting steamers," which was to be done in order effectually to meet and under-cut any rate and
any decrease in rate adopted by such competitor or 81
competitors. And said committee was further authorized, empowered and directed to select from among the steamships belonging to the defendant steamship lines and scheduled to sail on or about the same date or dates as such "fighting steamers," to carry the persons who might be booked for passage as steerage passengers on such "fighting steamers" in excess of their carrying capacity; and it was provided that such excess passengers should be carried by such steamships so selected at the advertised steerage rate of such "fighting steamers." It was further agreed

by the defendant steamship lines under the terms of said resolution that the line or lines carrying such excess steerage passengers at such reduced rates should be compensated by the other defendant steamship lines by payments, amounting for each passenger so carried to the difference between the regular advertised steerage rate of such line and such reduced rate.

Competitors are crushed.

Upon the adoption of said resolution the above described method of competition was at once employed
83 by the defendant steamship lines, then parties to said unlawful contract combination and conspiracy, to meet and suppress competition in said steerage traffic by a line of steamships then operating and carrying third-class or steerage passengers between the Port of New York and the Port Libau in Russia, under the name and style of the Russian Volunteer Fleet and by defendant, the Russian-American Line which was not at that time a party to said unlawful contract, combination and conspiracy.

The Russian Volunteer Fleet is driven out of business.

From the month of March until the month of June,
84 1908, said Russian Volunteer Fleet frequently advertised its steamships to sail from the Port of New York to the Port of Libau in Russia and advertised for and solicited persons to sail as third-class or steerage passengers upon such ships, which ships were thoroughly equipped for handling such traffic; and as regularly as such ships were so advertised to sail the aforesaid committee of three representatives, in the City of New York, of defendant steamship lines, selected a so-called "fighting steamer" and advertised the same to sail from the Port of New York to said Port of Libau on or about the day that the ship of

the Russian Volunteer Fleet was so advertised to sail, and advertised the rate for steerage or third-class passengers at a sum less than that advertised by the Russian Volunteer Fleet, and such rate was in each such instance so low that said Russian Volunteer Fleet could not profitably compete therewith. 85

Owing to such unfair and unlawful competition said Russian Volunteer Fleet incurred serious financial loss in the conduct of its third-class or steerage traffic, and in the month of July, 1908, to the great detriment and loss to the public and to persons desiring to procure third-class or steerage transportation between New York and Russia, said Russian Volunteer Fleet withdrew its steamships from said service between the Ports of New York and Libau and has ever since ceased to operate said line. 86

The Russian-American Line is driven out of competition and forced into the unlawful combination and conspiracy.

From the month of March until the month of September, 1908, defendant, the Russian-American Line, was independently engaged in operating its line of steamships from the Port of New York to the Port of Libau in Russia and in carrying thereon third-class or steerage passengers in competition with all of the other defendant steamship lines, and frequently during said period it advertised its steamships to sail from said port of New York and advertised for and solicited persons to travel upon its ships as third-class or steerage passengers, and in each such instance the aforesaid committee of three, selected a so-called "fighting steamer" and advertised the same to sail at or about the same time as the ships of the Russian-American Line, and advertised the third-class or steerage rates thereon at far less than the rate therefore upon the steamer of the Russian-American Line, and 87

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such rate was so low that the Russian-American Line could not profitably compete therewith.

Owing to this unfair and unlawful competition, the Russian-American Line incurred serious financial loss in the conduct of its third-class or steerage traffic and in order to be permitted to continue in said business it unlawfully and wrongfully sought admission to the aforesaid unlawful combination and conspiracy and in or about the month of September, 1908, signed and became a party to the aforesaid unlawful contract of February 5, 1908, and was accorded by the other defendant steamship lines a certain percentage of said
89 steerage traffic which it has ever since been permitted to handle and transport upon its steamships without further interference or molestation, and ever since it has been conducting its said business, trade and commerce in concert and harmony and free from competition with said other defendant steamship lines, and under and pursuant to and in accordance with the aforesaid unlawful contract, combination and conspiracy, to the great loss and detriment of the People of the United States.

Unfair competition against the Uranium Steamship Company.

90 About April 1st, 1909, the Uranium Steamship Company, Limited, a corporation organized and existing under and by virtue of the laws of the Kingdom of Great Britain, began to operate and has ever since operated a regular line of steamships under the name and style of the North West Transport Line, between the Ports of New York and Rotterdam, and began to carry and has ever since carried third-class or steerage passengers thereby between the said ports: and at all such times it has operated its said steamships in an endeavor to compete with the defendant steamship lines in the carriage of third-class or steer-

age passengers, and has endeavored to obtain a share in such traffic without being a party to the aforesaid unlawful contract of February 5, 1908, and to the aforesaid unlawful combination and conspiracy among the defendant steamship lines. 91

In and for the further execution of the aforesaid unlawful combination and conspiracy, and pursuant to resolution of March 25th, 1908, hereinbefore mentioned, the defendant steamship lines on or about the first day of April, 1909, authorized and directed the aforesaid committee of three, in New York City, to select "fighting steamers" to carry third-class or steerage passengers at cut rates against the steamships of said North West Transport Lines on behalf of all the defendant steamship lines. 92

In the month of March, 1910 (after the Government instituted an inquiry into the affairs and conduct of the defendant steamship lines), the aforesaid committee of three in New York, it is said was disbanded, but the above described unlawful methods adopted by the defendant steamship lines to eliminate competition with them in the carriage of steerage passengers by said North West Transport Line, are continued and now are in force except that since March, 1910, the said "fighting steamers" are selected and their rates for steerage transportation altered from time to time by the defendant steamship lines in Europe and notices of such action are now sent by them to the individual defendants representing them in this country, and such cut rates for such "fighting steamers" are and since March, 1910, have been put in force by notices sent out by the individual defendants to the agents throughout the United States for the sale of tickets for third-class steerage transportation on such lines. 93

Owing to the above described illegal and oppressive measures adopted in concert by the defendant

94 steamship lines for the purpose of excluding said North West Transport Line from a participation in said traffic and effectuating the restraint and monoply of the said traffic pursuant to the aforesaid unlawful combination and conspiracy said North West Transport Line has at all times since the institution of its said service been prevented from obtaining a fair and reasonable share of said traffic and has been forced to carry such of it as it has secured at a financial loss.

Further, in pursuance of the aforesaid unlawful combination and conspiracy and to prevent other per-
95 sons and corporations from engaging in the traffic covered thereby, the defendant steamship lines have agreed that no one of them shall continue in its employ as agent for the sale of tickets over its line, any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with said defendants' lines; this agreement is now in force and the measures provided for thereunder are today employed by the individual defendants within the United States and particularly in the Southern District of New York for and on behalf of the defendant steamship lines, and particularly as a part of the above described illegal and oppressive at-
96 tack upon the said North West Transport Line.

Excessive and arbitrary rates are charged by defendants for steerage transportation.

At all times since the formation of the aforesaid unlawful combination and conspiracy (and since the adoption of the aforesaid unlawful contract), and the institution of the practices hereinbefore referred to as adopted in pursuance thereof, each and all of the defendant steamship lines, in pursuance of said combination, conspiracy and contract, have arbitrarily fixed their rates for steerage transportation so as to

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bring about the arbitrary division of traffic hereinbefore referred to and at the same time to maintain rates at that artificial level at which said traffic so monopolized may be made to yield the highest net return to them, and by such action in fixing said rates they have deprived and are depriving the public of the benefit of the normal division of traffic between persons and corporations engaged in such traffic, according to the needs and convenience of the public, that would naturally have resulted from free competition among persons and corporations engaged in such traffic, and of the benefit of the lower scale of rates for such traffic that would normally have resulted from free competition among such persons and corporations, and of the benefit of superior facilities for such traffic that would normally have been provided as a result of said competition.

98

Penal enforcement of the terms of the unlawful contract.

Ever since the formation of the aforesaid unlawful combination and conspiracy (and the adoption of the aforesaid unlawful contract), each and all of the defendant steamship lines has been constrained to conduct its steerage business in all respects in compliance with the terms and provisions of said contract under duress of loss of membership in said conspiracy for failure to observe and carry out the provisions of said contract and of the consequent forfeiture of the money deposit made by it under said contract and of the exposure of such line to the combined attack upon it by all the other defendant steamship lines by the practices hereinbefore described.

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VI.

MONOPOLY RESULTING FROM CONSPIRACY.

By the aforesaid unlawful contract and the unlawful practices hereinbefore described as instituted by the defendant steamship lines to effect the objects of the aforesaid unlawful combination and conspiracy, the defendant steamship lines have obtained and attempted to obtain a virtual monopoly of that part of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations that was included within the scope and objects of said conspiracy, and at the date of filing this petition upwards of ninety per cent of the total third-class or steerage passenger traffic between Europe and North America is carried in ships belonging to the defendant steamship lines and upwards of seventy-five per cent of such total steerage passenger traffic is regulated, limited and restrained by means of the aforesaid unlawful contract of February 5th, 1908.

VII.

PRAYER.

In consideration whereof, and inasmuch as petitioner can only have adequate relief in the premises in this honorable Court, where matters of this nature are properly cognizable and relievable, your petitioner prays:

1. That the aforesaid unlawful combination and conspiracy and the aforesaid contract entered into and continued by the defendants as set forth herein, be declared illegal and in violation of the Act of Congress passed July 2, 1890, entitled "*An Act to*

protect Trade and Commerce against unlawful restraints and Monopolies" and the Acts supplemental thereto and amendatory thereof, and that an injunction issue restraining and prohibiting the defendants and each, every and all of them and their officers, servants, employees, attorneys and agents from doing any act in pursuance or in furtherance thereof by the means herein described, or by any other means, and be required to desist and withdraw from all connection with the same, and that they and each of them be required and compelled to cancel and abate said unlawful contract.

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2. That each, every and all of said defendant steamship lines be enjoined, restrained and forbidden either to enter or clear any of their ships or vessels at the Port of New York or at any other Port of Entry within the United States of America or any of its possessions so long as it shall continue to operate pursuant to or co-operate with any of the other defendants under the aforesaid unlawful combination and conspiracy, or under or pursuant to any such or similar combination and conspiracy.

3. That the defendants and all and each of them, their officers, servants, employees, attorneys and agents be enjoined and prohibited from further agreeing, 105 combining, conspiring and acting together to establish and maintain rules, regulations and rates for carrying steerage passengers upon the several steamships operated by the defendant steamship lines or any of them, between ports in the United States and European ports, in restraint of the trade and commerce of the United States with foreign nations, and from entering into or continuing in, or doing anything in aid of any combination, association, contract or conspiracy to deprive the people traveling between points in the United States and European ports, of such

facilities and rates for steerage transportation as will be afforded by free and unrestrained competition among said defendant steamship lines, or any of them.

4. That the defendants and all and each of them, their officers, servants, employees, attorneys, and agents, be enjoined and prohibited from further agreeing, combining, conspiring or acting together to injure or destroy the business of any person or corporation engaged in or who may at any time hereafter be engaged in the business of carrying steerage passengers between points in the United States and European
107 ports, and from further agreeing, combining, conspiring or acting together to monopolize the said steerage traffic in the trade and commerce between the United States and foreign nations or any part thereof.

5. That the defendants and each of them, their officers, agents, attorneys, servants and employees be enjoined and prohibited from entering into, or taking part in, or performing any contract, combination or conspiracy, the object, purpose or effect of which will be a restraint of, or a monopolization or attempt to monopolize trade and commerce in the transportation of steerage passengers between the United States and foreign nations, in violation of the provisions of
108 the Act of Congress approved July 2, 1890, entitled *"An Act to protect Trade and Commerce against unlawful restraint and Monopolies"* and the Acts amendatory thereof or supplemental thereto, either by agreeing or contracting together or with one another expressly or impliedly, directly or indirectly, as to the prices at which the said service of transportation of steerage passengers shall be rendered or as to a division of said traffic, or by agreeing or contracting together, or with one another, with a view to the imposition of any burden or limitation upon the service of transporting steerage passengers, or by contract-

ing or agreeing together, or with one another, expressly or impliedly, directly or indirectly, to contribute to any pool or general fund, any part of the proceeds of such transportation, or to maintain any such pool or general fund made from such contributions. 109

6. That upon the filing of this petition, an injunction or restraining order be granted, restraining the defendants and each of them in the manner expressly set forth in Paragraphs 1 to 5, inclusive, of this prayer.

7. That your petitioner have such other further and general relief as to this honorable Court may appear to be meet and proper. 110

8. To the end that said defendants may, if they can, show why your petitioner should not have the relief herein prayed for, and may, according to their best and utmost knowledge, remembrance, information and belief, full, true, direct and perfect answer make but not under oath, answer under oath being hereby expressly waived, to each and all matters in this bill contained, and that as fully as if the same were here repeated paragraph by paragraph and they were specially interrogated thereunto severally, may it please your Honors to grant to your petitioner a writ of subpoena and respondendum issuing out of and under the seal of this Court, to be directed to said defendants and each of them, commanding them and each of them on a certain day and under a certain penalty to be therein inscribed, to appear before your Honors in this Court, and then and there full, true, direct and perfect answer make to all and singular the premises herein set forth and further to stand, to perform and abide by such further order or decree 111

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as to your Honors shall seem meet, and your petitioner will ever pray.

HENRY A. WISE,
United States Attorney,
For the Southern District of New York.

GEORGE W. WICKERSHAM, Solicitor for Petitioner,
Attorney General.

HENRY A. WISE,
United States Attorney.

GOLDTHWAITE H. DORR,
113 WOLCOTT H. PITKIN,
JOHN W. H. CRIM,
FELIX FRANKFURTER,
Assistant United States Attorneys
For the Southern District of New York.
Of Counsel.

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Exhibit A.

AGREEMENT A. A.

CONTRACT.

Between the following Transatlantic Steamship Lines, namely:—

1. The ALLAN LINE STEAMSHIP CO., Limited, Glasgow;
2. The ANCHOR LINE (Henderson Brothers), Limited, Liverpool; 116
3. The CUNARD STEAMSHIP COMPANY, Limited, Liverpool;
4. HAMBURG-AMERIKANISHE PACKETFAHRT ACTIEN-GESELLSCHAFT, Hamburg;
5. The NEDERLANDSCH AMERIKAANSCHE STOOMVAART MAATSCHAPPIJ, Rotterdam;
6. NORDDEUTSCHER LLOYD, Bremen;
7. SOCIETE ANONYME DE NAVIGATION BELGE AMERICAINE (Red Star Line), Antwerp; 117
8. INTERNATIONAL MERCANTILE MARINE COMPANY (except the Societe Anonyme Belge Americaine, Red Star Line, in Antwerp), New Jersey;
9. CANADIAN PACIFIC RY. CO., (Atlantic Steamship Lines), Montreal.

the following contract has this day been concluded:

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ARTICLE 1.

The Companies before named guarantee to each other the percental participation as defined and provided for in Article 3 of this Contract of the entire steerage traffic forwarded by the parties to this Contract from all European Ports to and via the United States of America and Canada and *vice versa* in vessels owned, leased, chartered or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar. (Oriental passengers
119 means passengers to or from Greece, Africa and Asia.)

ARTICLE 2.

All passengers forwarded in any intermediate class between steerage and cabin, as defined in Article 13, to be considered as steerage passengers in the sense and meaning of this Contract.

Commentary to Article 2

(a) The word "Cabin" in the sense of this Con-
120 tract is understood to mean the first and second cabin.

(b) Intermediate or even cabin passengers are steeragers unless they pay at least the lowest cabin-fare as defined in Article 13.

(c) Steeragers once embarked by a Line cannot be counted a second time by the same Line or any other Line in case of transfers through accidents, etc.

ARTICLE 3.

The proportions in which the Lines participate in the total transportation of steeragers in accordance with Article 1 of this contract are fixed as follows (subject to the figures being checked) :—

Westbound.

	%	
1. The Allan Line Steamship Co. Ltd., Glasgow, for its United States services	0.62	122
2. The Anchor Line (Henderson Bros. Ltd.), Liverpool,	3.40	
3. The Cunard Steamship Co., Limited, Liverpool,	13.75	
4. Hamburg-Amerikanische Packet-fahrt Actien-Gessellschaft, Hamburg,	19.61	
5. The Nederlandsch Amerikaanshe Stoomvaart Maatschappij, Rotterdam,	6.63	
6. Norddeutscher Lloyd, Bremen,	26.53	
7. Societe Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp,	9.71	
8. I. M. M. Co., White Star Line,	8.60	
" American Line,	6.68	123
" Dominion Line,	4.47	
	100.00	

Eastbound.

1. The Allan Line Steamship Co. Ltd., Glasgow. For its United States services. For its Canadian services (including Portland in the Winter).	4.95
2. The Anchor Line (Henderson Bros. Ltd.) Liverpool,	3.93

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3.	The Cunard Steamship Co., Limited, Liverpool, for its Liverpool services,	12.77
	The Cunard Steamship Co., Limited, Liverpool, for its Fiume Triest service as per Page 28,	2.35
4.	Hamburg-Amerikanische Packet-fahrt Actien-Gesellschaft, Hamburg,	12.35
5.	The Nederlandsch Amerikaansche Stoomvaart Maatschappij, Rotterdam,	6.10
6.	Norddeutscher Lloyd, Bremen,	18.79
7.	Societe Anonyme de Navigation Belge Americaine (Red Star Line), Antwerp,	8.56
8.	I. M. M. Co., White Star Line,	15.49
	" American Line,	8.72
	" Dominion Line,	1.50
9.	Canadian Pacific Ry. Co. (Atlantic Steamship Lines),	4.49
		100.00

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The Cunard S. S. Co.'s Adriatic service, the Allan Line's Canadian services, and the Canadian Pacific Ry Co., Atlantic S. S. Lines, are not covered by this contract as far as westbound business is concerned, except for the conditions attached to the Cunard S. S. Co.'s Adriatic service as provided for on page 33.

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ARTICLE 4.

If a Line ceases to carry steeragers in the sense of Article 1, its share of participation as fixed in Article 3 will be divided amongst the other Lines in proportion to the percental participation appertaining to each Line, according to Article 3.

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Commentary to Article 4

(a) In case a Line ceases to exist or ceases to forward steeragers, the deposit made by such Line as stipulated in Article 17 will be returned to it after the expiration of 6 months but only if and in so far as no claim lays against the deposit under this contract.

(b) If a Line transfers its business in part or in whole to a successor or if an amalgamation with another Line takes place, the Line so transferring business is bound to make it binding upon its successor 128
to enter into this contract and to become a party to it with all the rights and obligations arising out of this contract, and the deposit made by the former Line, forthwith devolves upon the other Line, and stands valid on behalf of the latter.

ARTICLE 5.

(a) If any of the Lines are compelled by vis major to discontinue their entire service or even only their steerage service for longer than 4 weeks after its last sailing (the day of this sailing included), such Line ceases to be a party to this contract from the 129
date of its last sailing, but becomes a party to it again immediately upon the resumption of its service or even only of its steerage service.

(b) In the interval, the participation-quota of such Line devolves *pro rata* of the participation as per Article 3 upon the other Lines.

(c) In case Lines representing 40 per cent of the shares are compelled contemporaneously to discontinue their steerage services for longer than four weeks from their last sailing, the present contract to

130 be suspended so long as such discontinuance of the service or services lasts, beginning from the last sailing.

Commentary to Article 5

(a) It was not considered feasible to closely define the conception of "vis major" inasmuch as the opinion generally prevailed that it would be impossible to exhaust all the eventualities which might in this respect arise.

131 (b) But it was unanimously thought that not only the blockade of ports, war and similar events of a political or revolutionary kind should be comprised in the conception of vis major, but that also obstruction of ports by ice or from other causes, as for instance; if a narrow fairway should be completely closed up by a sunken vessel in or outside of a port, shall be considered as vis major. A cessation of a Canadian service during the Winter season when the St. Lawrence is closed shall not be considered as coming under this clause.

(c) A Line ceasing to be a party means, that the accounts are closed with it up to the day when the 132 Line had its last sailing, and a Line becomes a party again, means that the accounts are re-opened with it from the day of its rejoining the contract, that is, from the day of its first sailing.

ARTICLE 6.

(a) Any Line or Lines whose steerage transportation in a year exceeds in point of number the proportions fixed by Articles 3 to 4 have to pay a compensation price of £4 for each passenger (soul) carried in excess of the established proportion.

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(b) Such money to be paid to the Line or Lines who have not reached their participation-quota and such payments to be made in proportion to the number of steeragers which each Line is short.

Commentary to Article 6

(a) The stipulation of a compensation payment for each steerager carried beyond the proportion allotted by this Contract forms one of the main features of the entire Contract. The payment of such compensation is certainly not the intent and purpose of the Contract, but it is the requisite means to deter the Lines from following the tendency to exceed their proportion.

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(b) The possibility ought not to be excluded to effect alterations with regard to the figure £4 in the event of it becoming evident that from extraordinary causes, the stipulated compensation proves to be too low or too high for the purposes of this contract.

(c) If for instance the steerage rates by any Line should fall below £4, the compensation price of £4 was considered excessive for the purpose of this contract.

135

(d) It was therefore agreed that the compensation can be advanced and lowered by a majority of the Lines representing at least 75 per cent of the shares as fixed in Article 3.

(e) It was, however, understood that alterations of the compensation price can in no case be decided otherwise than to take effect at the beginning of the next week.

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ARTICLE 7.

The Compensation price fixed by Article 6, as also the statistics relating to the transportation of steeragers, is in all cases based upon the number of persons or souls, so that children and infants always count as full passengers in the sense of this present contract.

Commentary to Article 7

The stipulation contained in this Article was deemed
137 necessary in view of the fact that if for children and infants certain fractions of the rate for adults were to be reckoned, the accounts would be unduly complicated.

ARTICLE 8.

(a) Provisional compensation accounts to be prepared monthly by the Secretary who has to direct the party or parties in excess of their share with regard to the amount of compensation to be paid by them. Such payments have to be effected within a fortnight after receipt of the Secretary's notice.

138 (b) Final settlements will be made at the end of each calendar year on the basis of a compensation account prepared by the Secretary comprising the entire year. Objections against this final account to be made within four weeks, failing which, the accounts shall stand.

(c) Objections to the correctness of the accounts form no release from the obligation to effect the provisional settlement.

Commentary to Article 8

No comment needed.

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ARTICLE 9.

Each Line undertakes to arrange its services in such a manner that the number of steeragers which it actually carries corresponds as nearly as possible with the number allotted to it by this contract.

Commentary to Article 9

As already explained in the comment to Article 6, the payment of the compensation moneys is not the object of this Contract, but merely the means of 140
deterring the Lines from endeavoring to exceed their participation-quota.

ARTICLE 10.

(a) For the purposes of the compilation of the compensation accounts, all the Lines have to furnish to the Secretary every 7th, 15th, 23rd, and last day of a month, their statistics of the steeragers and also 2nd Cabin Passengers carried by them in the week ending with these respective dates, and the destination of the steamers.

(b) A fine of £5 shall be imposed upon any Line 141
delaying the delivery of the statistics for more than three days.

(c) The Secretary has to furnish to the Lines, weekly, the statistics of the passengers carried, and monthly, a statement showing the position of the Lines *versus* each other, and not later than on the 15th of each month for the preceeding month.

Commentary to Article 10

No comment needed.

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ARTICLE 11.

(a) In case the results thus obtained show that any of the Lines have exceeded their proportion or have remained below it, such Line is entitled and in duty bound to adopt measures calculated to bring about a correct adjustment. But before putting such measures into operation, the Line is bound to inform the Secretary of the measures proposed to be adopted.

(b) The other Lines are entitled to await what
143 result the measures taken produce, or in so far they represent 75 per cent of the shares they may direct other or more forcible measures, which can only refer to rates to be set in motion. In the latter case, the Lines are bound to put such measures into force without delay and without demur.

Commentary to Article 11

(a) All parties were unanimously of the opinion that the adjustment is, whenever practicable, to be effected not by reducing the rates of one Line, but on the contrary, by raising the rates of one or several of
144 the Lines.

(b) No Line to be compelled to fix its gross rate per adult steerager at less than £5 or more than £8.

(c) It was expressly understood that there is to be no appeal against the decisions taken by such majority of 75 per cent, as such decisions will in all cases be solely in respect to questions of rate.

(d) Even in case the Lines themselves do not propose the adoption of measures, a majority of the Lines representing 75 per cent of the shares can immediately proceed to take measures, as for instance;

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they may direct that the rates shall be raised or reduced.

(e) In all cases under this contract where percentages have to be taken into consideration, it is understood that in questions on westbound business, the westbound percentages, in questions on eastbound business the eastbound percentages, and in general, questions the mean of the west—and eastbound percentages of each Line shall apply.

ARTICLE 12.

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No Line has the right to alter its steerage and second cabin rates without having previously informed the Secretary.

Commentary to Article 12

No comment needed.

ARTICLE 13.

(a) Unless there is a second-class rate agreement, the lowest second cabin rates of any Line westbound must be at least £2, and eastbound at least $10, higher than the highest normal third-class rates of the respective steamer. In case a Continental Line should carry third-class and steerage passengers, the basis for fixing its second-class rate shall be its steerage rate.

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(b) The lowest prepaid cabin rate in America of any of the Lines must be at least equal to the lowest cabin rate of the same Line on this side.

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Commentary to Article 13

(a) The word cabin is also here, as in Article 2, understood to comprise both the first cabin and the second cabin.

(b) If a Line has fixed and published its second cabin tariff, it cannot be compelled to change this tariff during the current season whatever changes in the steerage rates may occur. Each Line shall indicate to the Secretary when its seasons commence and end, and also indicate the rates.

149 (c) The rate of exchange with regard to cabin rates is fixed for dollars at marks 4 or 4 shillings.

ARTICLE 14.

(a) The Lines undertake to pay out of the gross steerage rate, a commission to their agents which must not exceed in Great Britain 6/- per adult to ordinary agents, or 9/- to general agents, or on the Continent not more than 15/- for a full steerager, or 12 kroners in Scandinavia or 17 Finnish marks in Finland.

150 (b) The maximum commission for second cabin passengers per adult in Great Britain to be not more than 5 per cent with a minimum of 9/- to ordinary agents or 13/6 to general agents and on the Continent a maximum of 6%, but each Line is entitled to grant a minimum of 15 marks on a single trip per adult.

Commentary to Article 14.

In respect to the question as to who is to be considered as agent of a Line and more especially also

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whether the so-called town agents are comprised in the term of agent, it was unanimously decided, that as agents in the sense and meaning of the contract, only such agents are to be considered who are regularly appointed by a Line. In the case of the British Lines, any agent appointed by their head agents at the ports shall be considered as a firmly engaged agent of a Line.

ARTICLE 15.

The Cash Steerage Rates and the American Prepaid Rates shall be established on the following equivalence 152

M 100	Dollars	24 1/2
" 110	"	27
" 120	"	29 1/2
" 130	"	31 1/2
" 140	"	34
" 150	"	36 1/2
" 160	"	38 1/2
" 170	"	41
" 180	"	43 1/2
" 190	"	45 1/2
" 200	"	48

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Commentary to Article 15.

(a) It was not thought necessary to make any stipulation in respect to the rate of commission to be paid to agents in America for prepaids, so long as the rates of commission on the other side are fixed by the Continental Conference and/or the North-Atlantic Conference, but it is agreed that in no case, the sub-agents' commission shall exceed 2 Dollars or the head agents' commission 3 Dollars, and the names of such head agents shall be scheduled with the Secre-

154 tary of the Continental Conference and/or North-Atlantic Conference in New York and with the Secretary of the Atlantic Conference.

(b) It was agreed that with a view to regulate the question in respect to the European inland transportation in connection with the prepaid business, each Line may issue a Tariff containing not more than 300 stations, showing the cost of transportation from such stations to the port of embarkation. No commission shall be allowed on these European inland rates.

155

ARTICLE 16.

(a) The Lines undertake to comply with Article 8 of the "General Rules, third series, of the Continental Conference" which reads as follows:

"No circulars or publications shall be issued by any Line reflecting upon or instituting comparisons with any Conference Line unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference Line."

(b) They further undertake to send to the Secretary any printed matter and circulars sent to agents
156 in relation to the steerage business, so far as such matters are not of purely internal nature.

Commentary to Article 16.

(a) In view of the fact that the stipulations referred to in this Article of the Continental Conference have stood the test of many years practical working, it was decided not to alter anything with regard to such stipulations of the Continental Conference, but it was agreed that the words "support any newspaper" are more especially understood to mean

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that no advertisements are to be given to such newspaper.

(b) It was furthermore decided that all the Lines shall be responsible for their agents and employees or other representatives in this sense, that the Lines are bound not only immediately to dismiss an agent, etc., who in respect to another Line has disregarded the stipulations of Article 16, but that all the Lines are also bound to break off all and every direct or indirect business connection with such agent.

(c) An agent, etc., who has thus been dismissed, must not be engaged by any of the other Lines nor are they allowed to have any business connection directly or indirectly with such person.

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ARTICLE 17.

For the faithful performance of the conditions of this agreement, the parties deposit with the Secretary a promissory note in the amount of £1,000 for each per cent proportion.

This note is only payable if it is accompanied by the award of an arbitrator, provided for in this agreement, or by the award of another arbitrator, agreed upon by the parties at difference.

159

Commentary to Article 17.

No comment needed.

ARTICLE 18.

(a) The sum deposited shall be considered the amount of liquidated damages and thus entirely forfeited, if the Line who made the deposit unduly withdraws from the present contract before its expiration,

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or if the Line resorts to actions which render the continuance of this present contract impossible, and which are, therefore, to be considered equivalent to a withdrawal from this present contract, as for instance:

(b) Refusal to pay compensation money or failure to replenish the deposit in due time, or assisting directly or indirectly a new opposition Line, or starting or assisting a Line whereby the business as defined in Article 1 would be seriously interfered with.

161 *Commentary to Article 18.*

No comment needed.

ARTICLE 19.

In the event of a deposit being declared entirely forfeited the Line or Lines who have claims to compensation will in the first instance receive satisfaction out of the same *pro rata* of their claims. Any remaining surplus will be divided amongst all Lines excluding the Line the deposit of which has been declared forfeited proportionate to their participation-
162 quota.

Commentary to Article 19.

No comment needed.

ARTICLE 20.

(a) Penalties in case of contravention against or infraction of any stipulations of this contract shall be fixed by the Arbitrator, but in no case shall such penalties exceed the amount deposited by the party at fault.

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(b) The amount of penalty to be in each case, not less than £250 for each contravention or infraction, except as provided for in Article 10.

(c) In case of the contravention or infraction being made wilfully and designedly, especially in case of any wilful and intentionally incorrect statement or declaration in respect to statistics, the penalty shall not be less than £2,500.

(d) The sums accruing from penalties are to be divided amongst the other Lines in the same manner as provided for at the end of Article 19.

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(e) Unless the penalty be paid to the Secretary within 8 days after the Line concerned has received the relative award, the deposit will be drawn upon up to the amount of such penalty.

Commentary to Article 20.

It was thought that a penalty of £2,500 for each case might in case of systematically incorrect statements amount to such an extravagant sum that it would be impossible to recover it, or that the deposit would be entirely exhausted thereby; hence this stipulation, that in such case the penalty need not be applied to each case separately, but is fixed at £2,500 minimum, which implies that a higher amount can be fixed according to the gravity of the infraction, the number of cases involved, as well as the length of time during which the infractions and contraventions have been practiced.

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ARTICLE 21.

In the event of a deposit having been dealt with the same must within 14 days after the day on which it

166 has been so dealt with be replenished up to its original amount.

Commentary to Article 21.

The replenishment of the deposit shall be effected by the Lines without their having been called upon to effect such replenishment.—The notes required to replenish the deposit are to be transmitted to the Secretary in the same manner as stipulated in Article 17. The Secretary is bound forthwith to arrange for the notes so received being immediately deposited with a
167 bank. As stipulated in Article 18, the remainder is entirely forfeited if the deposit is not replenished in due time.

ARTICLE 22.

(a) Other Lines can be admitted to the present Contract, and the terms and conditions of the latter can be altered and new terms and conditions can be added thereto, but only by the unanimous vote of the Lines unless otherwise provided for in this Contract.

(b) All alterations and additions made in respect of this present Contract, to be valid and binding upon
168 the Lines, parties to this present Contract only when all the Lines have given their written consent to such alterations and additions.

Commentary to Article 22.

No comment needed.

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ARTICLE 23.

(a) The execution and control of the fulfilment of the stipulations of the present contract are confided firstly to the Secretary, secondly to the Arbitrator.

(b) The Secretary must be a person entirely and in every respect independent of any of the parties to this present contract. The Secretary shall be appointed or dismissed by a majority of the Lines representing 75 per cent of the shares. Mr. H. Peters at Jena is hereby appointed as Secretary.

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(c) Among his duties are: To receive the statistical statements, to examine the same as also the accounts, for which purpose the Secretary shall have access to the Passenger Offices of the Lines and can there examine all books, correspondence, &c., so far as he may deem it practicable; to communicate the statistics and accounts to all the Lines concerned, and act as mediator in general in the transactions between the Lines themselves, so far as such transactions appertain to matters relative to this Contract; wherefore, the Secretary has also to see that all Lines receive regularly and simultaneously all necessary information; to control the steerage prices in accordance with Article 11; to collect the payment of the penalties; to

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call the Meetings of the Lines according to Article 25 and keep the minutes of these Meetings; to effect the Compensation Accounts.

(d) It shall be the duty of the Secretary to use every exertion to settle difficulties amicably.

(e) The expenses of the Secretary are to be paid by the Lines in proportion to the mean of the percentages allotted to each according to Article 3, but the salary of the Secretary shall be paid by the Lines in equal parts.

172 (f) There is no objection to the British Lines sending their statements and reports through the Secretary of the North Atlantic Passenger Conference in Liverpool.

ARTICLE 24.

All parties mutually agree that any dispute or claims between any of them, or between any one or more of them, and the rest of them arising under this agreement, shall be settled by Arbitration as follows:

173 (a) Arbitration proceedings, unless the parties in dispute agree otherwise, shall take place alternately in England and Germany; to commence with England.

(b) Notice in writing of intention to prefer a claim shall be given in reasonable time, to the party complained of, signed by or on behalf of the complaining party, and stating the nature and also particulars of the claim. Such notice shall as to any party hereto be deemed properly served if sent by post prepaid in a registered letter, duly addressed to the principal office in England of such British
174 or American Line, and to the principal office on the Continent of such Continental Line, and shall be deemed to have been delivered in the ordinary course of post. Copies to be sent to the Secretary, who has to inform the other parties.

(c) Unless the disputing parties mutually agree to the appointment of a single Arbitrator within 14 days from the date of the aforesaid notice, each party shall without delay, appoint in writing an Arbitrator to act on his

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behalf, and the two Arbitrators so chosen shall appoint an Umpire. In case they cannot agree upon the Umpire, the latter to be nominated by the President of the Board of Trade if the arbitration takes place in England, and by the President of the Hanseatic court of appeal in case the arbitration takes place in Germany.

(d) Should either of the parties fail to appoint an Arbitrator within 21 days after notice of the intended reference has been given, and for seven days after service upon him or them of notice in writing by the other disputing 176
party or parties appointing his or their Arbitrator then the one Arbitrator who has been chosen may if so required by the party or parties who appointed him proceed to act as sole Arbitrator in the reference whether the party failing to appoint an Arbitrator appear before him or not, and the decision of such sole Arbitrator shall be final and binding.

(e) The arbitrator or arbitrators shall alone have power to determine whether any claim preferred comes within the terms of this agreement, and also as to which of the parties shall pay the costs of the reference. 177

(f) The arbitrator or arbitrators shall take into consideration whether from the circumstances disclosed it appears that proved breaches are isolated offences, or whether they are incidents in a systematic violation of this agreement, and shall impose damages accordingly.

(g) The damages for breach of this agreement shall be imposed by the arbitrator having due regard to the stipulations in Article 20.

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(h) Damages shall be payable within eight days from the date of the notification of the award.

(i) Each party hereto agrees that the amount of any fines or damages to be imposed upon him or them by the Arbitrator or Arbitrators as above provided shall be treated as the liquidated and ascertained damage for the breach of this Agreement complained of and not in the nature of penalty or under any circumstances be regarded otherwise than as the
179 true and ascertained damages resulting from the breach, and each party hereby irrevocably declares himself finally stopped from raising any contrary contention.

(k) The Arbitrator or Arbitrators shall notwithstanding they may have made and published an award have power to re-open and reconsider the same and to hear further evidence and to make a fresh award provided cause be shown satisfactory to him or them within one week after the award is first made and published, or if the Arbitrator or Arbitrators see cause to extend the time, then within three
180 weeks of the issue and publication of the said award. The award of the Arbitrator takes the place and is equivalent to a legal judgment given by the highest instance of any law court against which all right of appealing is exhausted, and it is expressly understood that all the parties to this present contract relinquish all and every right to employ against the award given any legal means of whatever name or description such legal means may be.

(l) Any disputes arising under this Agreement shall be settled according to the law of

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the country in which the arbitration takes place, wherever the domicile residence or office of business of the parties to this Agreement may be or become.

(m) In case of arbitration taking place in England, all and singular, the provisions of the Arbitration Act 1889, or any statutory modification or amendment thereof for the time being in force, shall be applicable.

(n) In case of arbitration taking place in Germany, the German law will apply, but the manner in which the arbitrator thinks proper to take the evidence of the parties and of the witnesses who may have to be heard, as also the modus which he adopts in ascertaining the facts of the matter at issue are left entirely to his conscientious decision, and it is expressly understood that he is not bound to the observance of the rules in operation in respect of any legal procedure.

182

Commentary to Article 24.

No comment needed.

183

ARTICLE 25.

(a) Meetings are convened by the Secretary. Such meetings to be held alternately at London and at Cologne, to commence in Cologne.

(b) Regular meetings shall be held on the first Thursday of March and December.

(c) Special meetings shall take place within 21 days if the majority of the Lines demand same, within four weeks if demanded by two of the Lines and within five weeks if demanded by only one Line.

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(d) The subject or subjects to be dealt with in such meetings to be notified by the Secretary to all the parties concerned not less than eleven days before the date on which the meeting is to take place.

(e) At meetings thus convened the party or the parties present shall form a quorum irrespective of the number.

(f) Resolutions cannot be taken upon any subjects which have not been duly notified to all the parties concerned, unless all the parties to this contract are
185 represented at such meetings and agree.

(g) Resolutions on subjects transmitted by the Secretary to the Lines can also be taken by a vote given in writing provided no Line objects to such manner of voting.

(h) Minutes shall be written at all meetings, the same to be signed at such meetings by all the parties present, and minutes so written and signed shall stand as a true record of the proceedings and shall be considered final.

Commentary to Article 25.

186 Each Line demanding a meeting in doing so has to communicate to the Secretary the subjects which the Line proposes for discussion. Each Line can propose additions to these subjects provided such additions are forwarded to the Secretary so as to be in in his possession at least five days before the meetings.

ARTICLE 26.

(a) It is understood that in all cases in which resolutions have to be taken in respect to existing differ-

ences of opinion as to the terms and conditions of this present contract, as also in the case of all decisions by the Lines or by the Arbitrator not only the tenor but also more especially the spirit of this present contract, is to be taken into consideration.

(b) For this purpose there have been appended to the various articles commentaries with expositions, and it is understood that same are to be considered to their full extent to form an integrant part of this present contract.

ARTICLE 27. 188

(a) This present contract has been concluded for the period from March 1st, 1908, to February 28th, 1911, and shall after this latter date continue from year to year unless due notice be given to the Secretary not later than on the 1st December of the intention of terminating same at the end of the next February, namely, in the first instance on the 1st December, 1910.

(b) The withdrawal of any Line from the present contract releases the other Lines from all obligations except from the obligation to pay the Compensation accounts incurred under this contract up to the date of 189 such withdrawal, unless the latter agree amongst themselves to continue the present contract under the same or under altered terms and conditions.

Commentary to Article 27.

No comment needed.

ARTICLE 28.

In these presents unless there be something in the subject or contents inconsistent therewith:

190 "Year" means a calendar year;

"Weeks" means the period for the 1st-7th, 8th-15th, 16th-23rd, 24th to the last day of the month;

"In writing" means by telegraph, by writing or by printwork;

"Lines" means Parties to this Contract;

"Notifications and communications" means in writing, never verbally; notifications and communications count from the day they have been dispatched;

"Vote" means open, not secret.

Commentary to Article 28.

191 No comment needed.

LONDON, February 5th, 1908.

Hamburg-Amerika Linie	(signed) Ballin.
Norddeutscher Lloyd	" Heineken.
For the I. M. M. Co., and other than the Red Star Line	(Signed) J. Bruce Ismay.

Subject to the reservation that if the Canadian Pacific Railway S. S. Lines do not accept the percentage proposed for them, *i. e.*, the basis of 1906 and 1907
192 combined, for the eastbound pool, nothing in this agreement shall be binding on the Allan Line S. S. Co.

For the Allan Line S. S. Co. Ltd.	(Signed) Henry Allan.
For the Cunard S. S. Co.	" William Watson.
For the Anchor Line (Henderson Bros.) Ltd.	(signed) Richard Henderson.
For Holland-America Line	(Signed) Reuchlin.
Red Star Line	(Signed) Ed. Strasser.

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The Canadian Pacific Railway agree to become a party to the above contract as far as eastbound business is concerned and to accept 4.60% as their share of the total eastbound traffic as per Article 1, inclusive their own carryings but exclusive Cunard Line's Fiume service. If Cunard Line's Fiume service is included and if shared by all lines the Canadian Pacific Railway share of 4.49% will be accepted.

The Canadian Pacific Ry. Co. (Signed) Allan Cameron.
(Atlantic Steamship Lines)

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EASTBOUND:

The Continental Lines propose that the Cunard Line, Fiume-Triest service, joins the Atlantic Conference for all non-Italian passengers on basis of their average carryings 1906 and 1907.

(LONDON, 5th February 1908)

For the Cunard S. S. Co. Ltd. (signed) William Watson
Hamburg American Line (signed) Ad. Storm
Holland America Line (signed) Reuchlin
Norddeutscher Lloyd " V. Helmolt
Red Star Line " Ed. Strasser 195
Cie. Genl. Transatlantique " Ch. Tattet

196 **Answer of Anchor Line (Henderson Brothers), Limited, and William Coverly.**

IN THE

CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

THE UNITED STATES OF AMERICA, Petitioner, against	In Equity
197 HAMBURG-AMERIKANISCHE PACKET - FAHRT - ACTIEN - GESELLSCHAFT, and others, Defendants.	

To the Honorable the Judges of the Circuit Court of the United States for the Southern District of New York, sitting in equity:

The answer of the defendants Anchor Line (Henderson Brothers), Limited, and William Coverly, to the petition of the United States of America herein:

198 These defendants respectively, now and at all times hereafter saving to themselves all and all manner of benefit or advantage of exception, or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections in said petition contained, for answer thereto or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, severally answering, allege:

The individual defendant William Coverly, who joins in this answer, for himself avers that he has not personal knowledge with reference to many of the averments of the petition or of the admissions, denials

and averments in this answer set forth, so far as the same relate to matters alleged to have taken place abroad or with which he had no personal connection; but he says that all of the admissions, denials and averments in this answer set forth are true to the best of his knowledge, information and belief. And the corporate defendant herein, in making its denials, admissions and averments, except in so far as they refer particularly to the individual defendant William Coverly, intends the same to refer only to its own acts and transactions.

200

I.

Denial of combination and conspiracy

1. These defendants admit that the corporate defendants herein are engaged, but deny that the individual defendants are engaged, in foreign trade and commerce as common carriers of freight and passengers, including third-class or steerage passengers, between ports in the United States and ports in Europe, except that they say, upon information and belief, that the defendant, Canadian Pacific Railway Company, is not so engaged, and they deny that the corporate defendants are engaged as common carriers 201
of passengers and freight between inland points in the United States and ports or inland points in Europe, Asia or Africa, and they deny that in respect to the business alleged in Article I of the petition they are violating the provisions of the Act of Congress passed July 2, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies" and the acts amendatory thereof and supplemental thereto; and they deny, upon information and belief, that any of their co-defendants are so engaged, and they deny that at any time they have been, or are now,

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engaged in any combination or conspiracy in violation of said acts.

II.

AS TO THE DESCRIPTION OF THE DEFENDANTS AND THE TRADE AND COMMERCE WHICH THEY CONDUCT

2. They admit the allegations contained in the paragraphs of Article II of the petition numbered 7 and 8.

3. They deny each and every allegation contained
203 in the paragraph of Article II of the petition numbered 24, except that they admit that some of the defendant steamship lines are in some respects natural competitors.

4. As to the allegations of the remaining paragraphs of Article II of the petition they are not sufficiently informed to make answer thereto and, therefore, leave the petitioner to make such proof in relation thereto as it may be advised.

III.

AS TO THE DESCRIPTION OF THE TRADE AND COM-
204 MERCE WHICH THE DEFENDANTS ARE CHARGED WITH MONOPOLIZING AND ATTEMPTING AND CONSPIRING TO MONOPOLIZE

5. They deny that immigration from Europe to the United States has steadily increased, and say that it reached its maximum in the year 1907, and that last year it was less than in any year for ten years prior thereto They admit that the traffic back and forth is large, but they deny that it is very lucrative. The other allegations of Article III of the petition they deny except that they admit that the steamship com-

panies have been extending their facilities for handling such traffic, as well as their other business, and that the income from third class or steerage traffic between Europe and North America forms an important part of the revenue of the steamship companies.

IV.

Denial of Combination and Conspiracy

6. They deny that these defendants, and, upon information and belief, deny that any of the defendants, 206
have been or now are engaged in the United States or elsewhere in any combination or conspiracy to restrain or monopolize any part of the trade or commerce of the United States with foreign nations, or to destroy, eliminate, or suppress competition either between themselves or by others in the business of transportating third-class or steerage passengers between ports in the United States and ports in Europe, or have sought to accomplish any such combination or conspiracy or any objects thereof either in the manner or by the means alleged in the petition, or otherwise.

V. 207

Denial of unlawful combination and conspiracy charged and of alleged manner and means of accomplishing same

A

As to agreement of February 5, 1908

7. They admit that on or about February 5, 1908, at London, England, the defendants mentioned in

paragraph 1 of subdivision A of Article V of the petition entered into a contract, of which they believe Exhibit A annexed to the petition is a substantitially correct copy, but for greater certainty they pray leave to refer to the original upon the trial hereof. They deny, however, that said contract was or is unlawful and deny that by the execution thereof, or otherwise, said defendants entered into any unlawful combination or conspiracy, and they deny all the other allegations of said subdivision A not expressly admitted herein, except as the same may appear from the original contract of February 5, 1908. Further answer-
209 ing they say that said agreement was and is lawful under the laws of England, where the same was made, and under the laws of the countries of the parties thereto and of their vessels.

B

As to the Russian-American Line becoming a party to agreement

8. They deny that pursuant to or in furtherance of any unlawful contract, combination or conspiracy the Russian-American Line was admitted to membership
210 in the Atlantic Conference or to all the provisions of said contract of February 5, 1908. They admit that at about the time mentioned in subdivision B of Article V of the petition the Russian-American Line entered into an agreement with the other defendant steamship lines, parties to said contract of February 5, 1908, with reference to steerage or third-class passenger traffic, but for answer to the allegations of said subdivision B regarding the contents of said agreement or of said contract of February 5, 1908, they beg leave to refer to the originals thereof and ask that they be produced upon the trial hereof.

C

Denial of unlawful acts

9. They say they are not informed as to whether, since the adoption of the contract of February 5, 1908, the business of all of the defendant steamship lines in the carriage of the steerage traffic referred to therein has been, or at the time of the filing of this petition was, carried on in all respects in accordance with the terms and provisions thereof or of resolutions adopted at meetings of the parties held in pursuance thereof, and, therefore, they leave the petitioner to make such proof thereof as it may be advised; but they deny that thereby or otherwise all free and natural competition between said steamship lines in the establishing of rates and furnishing of facilities for such steerage traffic has been wholly eliminated, and they allege that on the contrary at all times there has been and is now active competition between them. 212

10. They deny each and every allegation contained in the paragraph numbered 2 of subdivision C of Article V of the petition, and in particular they deny that they have entered into any unlawful agreement, combination or conspiracy, and they deny that any agreements into which they have entered necessarily involved the execution of their terms, scope and intent throughout the United States, or more particularly in the Southern District of New York; and they deny that since February 5, 1908, or at any other time, any of the individual defendants has been designated or established by his respective line at his respective office in the United States as agent for such line to carry out or make effective any unlawful agreement, combination or conspiracy whatsoever; and they deny that said individual defendants at their respective offices or agencies throughout the United States or in 213

the Southern District of New York, or at any other place or time, have been or are carrying out or executing any acts for the accomplishment of any unlawful combination, conspiracy or agreement whatsoever.

11. They deny that at any time whatever the individual defendants in the Southern District of New York or elsewhere have received orders or instructions from their respective principals with respect to the accomplishment of the objects and purposes of any unlawful combination or conspiracy whatsoever, or that any of said individual defendants have within said
215 Southern District of New York or elsewhere complied with or carried out any such instructions.

DENIAL OF AGREEMENT TO DESTROY COMPETITION OF INDEPENDENT LINES

12. They deny that in and for the execution of any unlawful combination or conspiracy or agreement, or in furtherance thereof, or otherwise, any or all of the defendant steamship lines, at a meeting held March 25, 1908, or at any other time, agreed that they should act together to eliminate and destroy the competition of any persons or corporations whatsoever, either in the business of carrying steerage passengers between
216 Europe and the United States in competition with any or all of the defendant steamship lines or otherwise.

DENIAL OF ARRANGEMENT TO USE SO-CALLED "FIGHTING STEAMERS" TO DESTROY COMPETITION, AND THAT COMPETITORS ARE CRUSHED.

13. They deny that in and for the execution of any resolution as alleged or for the purpose of effecting the objects of any unlawful combination or conspiracy the defendant steamship lines appointed a committee

for the selection of so-called "fighting steamers," and they deny that the facts with reference to the appointment of a committee and its authority and powers, and as to the use and effect of said so-called "fighting steamers" are correctly or truly set forth in the petition, and they say that the facts in regard thereto are as follows, and not otherwise.

About March, 1908, lines known as the Russian Volunteer Fleet and the Russian-American Line, which were engaged in the transportation of steerage passengers between Libau and New York, and about April, 1909, the Uranium Steamship Company, under the name of the Northwest Transport Line and various other names, which was engaged in such transportation between Rotterdam and New York, adopted the plan of making such excessively low steerage rates that steerage passengers could not be carried therefor except at a loss. So long as said lines sought to secure such traffic only by fair and legitimate methods of competition the defendants did not reduce their rates in competition with said lines; but when said lines made such excessively low rates, and not until then, the defendants agreed that a committee of three in the United States should be authorized, whenever a vessel of said competing lines was booking passengers from New York at such low rates, to make a reduced rate for such one of the defendants' steamers sailing from New York at about the same time with the competing vessel as the committee might name; and it was also agreed that, in case the bookings for the steamer so named by the committee should exceed the capacity of such steamer, other steamers of the defendants sailing at about the same time should carry the excess and that the loss due to the difference between the reduced rate and the regular rates of the steamers carrying such excess passengers should be shared by the defendants. Said agreement was there-

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220 after put into effect, but no steamer of the defendants was at any time despatched or its time of sailing or destination changed with reference to the sailings of the competing vessels, and the reduced rates made for defendants' vessels were at no time lower than the rates which, as these defendants are informed and believe, were made by such competing vessels.

The sole intent and purpose of said agreement and action on the part of defendants was to restrict, so far as possible, the loss resulting from such excessively low rates of competing vessels, and was not in or for the execution or furtherance of or to effect the objects
221 of any unlawful combination or conspiracy or to eliminate or destroy competition on the part of said lines, or to force them out of business, or for any other unlawful, improper or unfair purpose. To have reduced the steerage rates on all of the defendants' steamers would have resulted in enormous loss and the driving out of business of the weaker among them, and the method adopted was necessary and reasonable in order to protect the defendants against such unfair and unnatural competition.

DENIAL THAT THE RUSSIAN VOLUNTEER FLEET WAS DRIVEN OUT OF BUSINESS.

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14. They admit that from the month of March until the month of June, 1908, or thereabouts, the Russian Volunteer Fleet advertised steamers to sail from the port of New York to the port of Libau, in Russia, and advertised for and solicited persons to sail as third-class or steerage passengers upon such ships. They deny that said ships were thoroughly equipped for handling such traffic, but say, on the contrary, on information and belief, that such ships were small and poorly equipped for steerage transportation. They deny that the facts as to the competition of steamers

of the defendant lines with the ships of the Russian Volunteer Fleet are truly and correctly set forth in the petition, and say that the true facts with regard thereto are as stated in paragraph 13 of this answer; they deny that the Russian Volunteer Fleet incurred loss or was forced to retire from the third-class or steerage business between New York and Russia by reason of any unfair or unlawful competition on the part of the defendant steamship lines; but they admit that in or about the month of July 1908, said fleet withdrew its steamships from the New York-Libau service and has ever since ceased to operate said line between said ports. 224

And they say that the reason for the withdrawal of said Russian Volunteer Fleet from said business was not because of any agreement or action of the defendants, but was solely because of the inferior character of its service and lack of sufficient funds and because of its action in carrying steerage passengers at such excessively low rates, and the defendants say that the retirement of the Russian Volunteer Fleet was not in fact any detriment or loss to the public or to persons wishing to travel third-class or steerage between New York and Russia.

DENIAL THAT THE RUSSIAN-AMERICAN LINE WAS DRIVEN OUT OF COMPETITION AND FORCED INTO UNLAWFUL COMBINATION OR CONSPIRACY. 225

15. They admit that from the month of March until the month of September, 1908, or thereabouts, the defendant the Russian-American Line was engaged in operating a line of steamships from the port of New York to the port of Libau, Russia, and in carrying thereon third-class or steerage passengers, and they admit that in conducting said business it was in competition to a certain extent with certain of the other

defendant steamship lines, and that during said period it advertised its steamers to sail from the port of New York and advertised for and solicited persons to travel upon its ships as third-class or steerage passengers; but they deny that the facts with reference to the use of so-called "fighing steamers" are truly or correctly set forth in the petition, and say that the true facts in regard thereto are as stated in paragraph 13 of this answer. They deny that the Russian-American Line incurred financial loss in the conduct of its third-class or steerage traffic as the result of any unfair or unlawful competition on the part of the defendants, but
227 they say that any financial loss suffered by said Russian-American Line was due solely to its course in charging excessively low rates and was not due to any agreement or action on the part of the defendants, and they deny that it unlawfully or wrongfully sought admission to any unlawful combination or conspiracy in order to be permitted to continue in said business or otherwise; and they deny that the facts in reference to its admission into the Atlantic Conference are truly or correctly set forth in said petition, and they say that the true facts in regard thereto are alleged in paragraph 8 of this answer. And they say that said Russian-American Line, by greatly improving the
228 character of its vessels and service and by abandoning the practice of carrying steerage passengers at such excessively low rates, have been able to continue and establish its service, as these defendants are informed, upon a successful basis.

DENIAL OF UNFAIR COMPETITION AGAINST THE URANIUM STEAMSHIP COMPANY.

16. They admit that about April 1, 1909, the Uranium Steamship Company, Limited, began to operate and has ever since operated a regular line of steamships under different names and styles between

the ports of New York and Rotterdam, and began to carry and has ever since carried third-class or steerage passengers between said ports, and that said company has competed to some extent with some of the defendant steamship lines in the carriage of third-class or steerage passengers, and that said company has not been a party to the contract of February 5, 1908; but they deny that the defendant steamship lines on or about April 1, 1909, or at any other time, in and for the execution of any unlawful combination or conspiracy, took any action with regard to the use of steamers in competition with the steamers of said company, and they allege that the true facts with relation to the use of so-called "fighting steamers" are truly set forth in paragraph 13 of this answer, and that the facts are as therein stated and not otherwise. 230

They admit that in March, 1910, the committee of three in New York was disbanded and that since that time steamers employed to protect the defendant lines against unfair and unnatural competition have been selected and their rates fixed from time to time by the defendant lines in Europe, and that notices of such action are now sent by them to the individual defendants representing them in this country, and the rates fixed have been put in force by notices sent out by the individual defendants through the agents throughout the United States. 231

They deny that by reason of any illegal or oppressive measures the Northwest Transport Line has at any time been prevented from obtaining a fair and reasonable share of said traffic or forced to carry said traffic at a financial loss, and they say that said Northwest Transport Line is still continuing in said steerage business and has a fair and reasonable share thereof, and if it has suffered loss in said business the sole reason therefor is the inferior character of its service and its excessively low rates, which have at all times been lower than any rates of the defendants.

232 *Answer of Anchor Line, et al.*

They deny that in pursuance of any unlawful combination, conspiracy or agreement, or to prevent other persons or corporations from engaging in any traffic they have agreed that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with the defendant lines. They deny that any such agreement or manner of employing agents is adopted as a part of any illegal or oppressive attack upon the Northwest Transport Line
233 or any other steamship line; but they say that the defendant lines have agreed not to employ as agents persons who act as agents for steamship lines which have been engaged or are threatening to engage in unfair competition with the lines of the defendants, and they say that this is reasonable and necessary for the proper protection of themselves and their business and as a means to safeguard the interests of intending passengers against irresponsible steamship lines and their agents, and to prevent fraud and injury to such passengers.

DENIAL OF EXCESSIVE AND ARBITRARY RATES.

17. They deny that at any time and in pursuance
234 of any combination, conspiracy or contract, or otherwise, they have arbitrarily fixed their rates for steerage transportation for the purpose as alleged in the petition, or otherwise, and they deny that in fixing their rates they have deprived or are depriving the public of any benefit whatsoever; and they say that on the contrary the public has had the benefit of exceedingly low rates and of superior facilities, and that such rates and such facilities are far more favorable to the public than would have resulted had the defendants not entered into the lawful and reasonable agreement with reference to the conduct of their business as hereinbefore set forth.

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DENIAL OF PENAL ENFORCEMENT OF THE TERMS OF ANY UNLAWFUL CONTRACT.

18. They deny all the allegations of the petition with reference to penal enforcement of the terms of the contract between the defendants and all duress upon or between the parties to said contract as alleged in the petition, and for the terms of said contract they refer to the original thereof when the same shall be produced on the trial hereof.

VI.

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DENIAL OF MONOPOLY.

19. They deny that by any unlawful contract or unlawful practices the defendant steamship lines have obtained or attempted to obtain a virtual or other monopoly of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations or of any part thereof. They are not informed as to the percentage of steerage passenger traffic between Europe and North America carried in ships belonging to the defendant steamship lines, and therefore leave the petitioner to make such proof thereof as it may be advised. They deny that such steerage passenger traffic or any portion thereof is regulated, limited or restrained by means of any unlawful contract whatsoever, and they say that they are not informed as to what percentage of the steerage passenger traffic is conducted in accordance with the terms of the contract of February 5, 1908, and therefore leave the petitioner to make such proof thereof as it may be advised.

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20. Further answering, these defendants say that the business of transporting passengers between European ports and ports in the United States is international in its character, and as such is not subject

to regulation by the laws of any one nation but can be regulated only by international agreements or treaties.

21. Further answering, these defendants say that in enacting the Act of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," and the acts amendatory thereof and supplemental thereto, the Congress of the United States did not intend to, and did not thereby, make agreements entered into by persons or corporations engaged in the transportation of passengers be-
239 tween European ports and ports of the United States unlawful.

22. Further answering, these defendants say that in so far as the business of transporting passengers from Europe to the United States is concerned, no part of said business is transacted within the United States, but said business is wholly transacted in foreign countries and on the high seas. The only part of said business performed in the United States is the landing of passengers at ports in the United States, which right has been granted by treaty between the United States and the several nations to whose flags said steamers belong; and as to the whole of said business
240 of transporting passengers from European ports to ports in the United States the act of Congress aforesaid has not and cannot have any application, force or effect whatsoever.

23. In the absence of governmental regulation of ocean transportation between the United States and foreign nations, such as exists as to railroad transportation, agreements among persons engaged in such ocean transportation are essential. Without such regulation or agreements, the weaker lines would be driven out of business and only the strongest would

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survive. The agreement into which the defendants have entered does not result in undue or unreasonable restraint of foreign commerce. Interpreted reasonably, it does not restrain trade and commerce with foreign nations, nor does it create, or attempt to create, a monopoly. The very nature of the business is such as to make it impossible that a monopoly should be created. Competition on the seas is necessarily limited only by the number of vessels in existence. Any ship owner may employ his vessels where he will. No franchise is needed; all are free to sail the seas; and, unlike any other business, those engaged in ocean transportation may at any time change from one trade to another. Steamers engaged in one trade may enter another temporarily, and, after demoralizing business and ruining those engaged therein, may return to their former routes. Thus, a great steamship company engaged in a worldwide business may, for a period short or long, but sufficient for its purpose, concentrate its forces and by unnatural and cut-throat competition drive out of business the weaker lines regularly established and engaged in the service. In this way it could destroy all of its weaker competitors.

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Agreements, therefore, among those engaged in the transatlantic trade, like the agreement of these defendants, are reasonable and necessary in order to make possible the continuance of the business. The agreement entered into by the defendants was not for the purpose of creating a monopoly, nor for the purpose of establishing and maintaining excessive and unreasonable rates, nor for the purpose of unlawfully destroying competition or restraining trade and commerce.

243

The necessity for such an agreement is shown by the history of the transatlantic trade. At times when no such agreement has been effective, those engaged

244 in the business have reduced rates in competition with each other to such a point that the continuance thereof would speedily have destroyed all but the strongest lines, and, in fact, such rate wars have been continued to such an extent that weaker lines have actually been forced out of business.

The necessity for such an agreement has also been strikingly shown by the action of the Government with reference to the transportation of steerage passengers by the railroads of the United States. For many years the railroads have divided among themselves by agreement the transportation in the United States of
245 steerage passengers arriving upon the lines of the defendants and others engaged in the transatlantic passenger business. The Interstate Commerce Commission, after a careful investigation of this practice of the railroads, concluded that, in the interest of the public, it should not be disturbed.

The effect of the present agreement between the defendants has not been to cause higher rates, but instead has resulted in steerage passengers receiving far more for their money than formerly. Larger and faster steamers have been put in service with better accommodations for steerage passengers and more frequent sailings, and the facilities for comfort and safety
246 have been greatly increased. All of this has been accomplished notwithstanding the increasingly stringent requirements of the laws of the United States and of the foreign countries from which the steamers sail. The requirements of the United States immigration laws alone have become, and are becoming year by year, more and more severe, and impose upon steamship owners greatly increased expenses. Notwithstanding all this, the charges made by the steamship companies for the service have been uniformly fair and reasonable and have not increased proportionately with the cost of the service. The present

rates for steerage transportation are not substantially higher than those of former years. Such rates have not kept pace with the increased burdens upon steamship owners, the improved facilities furnished and the generally higher cost of living. The result, therefore, of agreements among the steamship companies, such as the agreement of February 5, 1908, has been beneficial to the public, and, instead of restraining foreign trade and commerce, has been to protect and develop it.

24. And these defendants now, having fully answered the petition herein, deny all and all manner of unlawful contract, combination, conspiracy, monopolizing or attempt to monopolize, wherewith they are charged by said petition; without this that if there is any other matter, cause or thing in the petition contained material or necessary for these defendants to make answer to and not herein or hereby well and sufficiently answered, confessed, traversed and avoided or denied, the same is not true to the knowledge or belief of these defendants or to any of them; all of which matters and things these defendants are ready and willing to aver, maintain and prove as this honorable Court shall direct, and humbly pray to be hence dismissed with their reasonable costs in this behalf most wrongfully sustained. 248 249

ANCHOR LINE (Henderson Brothers),
LIMITED,
By William Coverly,
Agent.
WILLIAM COVERLY.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for said Defendants.

CHARLES C. BURLINGHAM,
NORMAN B. BEECHER,
EVERETT MASTEN,
Of Counsel.

250 **Answer of Nederlandsch-Amerikaansche Stoomvaart Maatschappij (Holland-America Line) and Adrian Gips.**

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against 251 HAMBURG-AMERIKANSCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, and others, Defendants.	In Equity.

To the Honorable the Judges of the Circuit Court of the United States for the Southern District of New York, sitting in equity:

The answer of the defendants Nederlandsch-Americakaansche Stoomvaart Maatschappij (Holland-America Line) and Adrian Gips to the petition of the United States of America herein:

252 These defendants respectively, now and at all times hereafter saving to themselves all and all manner of benefit or advantage of exception, or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections in said petition contained, for answer thereto or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, severally answering, allege:

The individual defendant Adrian Gips, who joins in this answer, for himself avers that he has not personal knowledge with reference to many of the aver-

ments of the petition or of the admissions, denials and averments in this answer set forth, so far as the same relate to matters alleged to have taken place abroad or with which he had no personal connection; but he says that all of the admissions, denials and averments in this answer set forth are true to the best of his knowledge, information and belief. And the corporate defendant herein, in making its denials, admissions and averments, except in so far as they refer particularly to the individual defendant Adrian Gips, intends the same to refer only to its own acts and transactions.

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I.

DENIAL OF COMBINATION AND CONSPIRACY.

1. These defendants admit that the corporate defendants herein are engaged, but deny that the individual defendants are engaged, in foreign trade and commerce as common carriers of freight and passengers, including third-class or steerage passengers, between ports in the United States and ports in Europe, except that they say, upon information and belief, that the defendant, Canadian Pacific Railway Company, is not so engaged, and they deny that the corporate defendants are engaged as common carriers 255
of passengers and freight between inland points in the United States and ports or inland points in Europe, Asia or Africa, and they deny that in respect to the business alleged in Article I of the petition they are violating the provisions of the Act of Congress passed July 2, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies" and the acts amendatory thereof and supplemental thereto; and they deny, upon information and belief, that any of their co-defendants are so engaged, and they deny that at any time they have been, or

256 *Answer of Holland-America Line, et al.*

are now, engaged in any combination or conspiracy in violation of said acts.

II.

AS TO THE DESCRIPTION OF THE DEFENDANTS AND THE TRADE AND COMMERCE WHICH THEY CONDUCT.

2. They admit the allegations contained in the paragraphs of Article II of the petition numbered 15 and 16.

257 3. They deny each and every allegation contained in the paragraph of Article II of the petition numbered 24, except that they admit that some of the defendant steamship lines are in some respects natural competitors.

4. As to the allegations of the remaining paragraphs of Article II of the petition they are not sufficiently informed to make answer thereto and, therefore, leave the petitioner to make such proof in relation thereto as it may be advised.

III.

258 AS TO THE DESCRIPTION OF THE TRADE AND COMMERCE WHICH THE DEFENDANTS ARE CHARGED WITH MONOPOLIZING AND ATTEMPTING AND CONSPIRING TO MONOPOLIZE.

5. They deny that immigration from Europe to the United States has steadily increased, and say that it reached its maximum in the year 1907, and that last year it was less than in any year for ten years prior thereto. They admit that the traffic back and forth is large, but they deny that it is very lucrative. The other allegations of Article III of the petition they

deny except that they admit that the steamship companies have been extending their facilities for handling such traffic, as well as their other business, and that the income from third-class or steerage traffic between Europe and North America forms an important part of the revenue of the steamship companies.

IV.

DENIAL OF COMBINATION AND CONSPIRACY.

6. They deny that these defendants, and, upon information and belief, deny that any of the defendants, 260 have been or now are engaged in the United States or elsewhere in any combination or conspiracy to restrain or monopolize any part of the trade or commerce of the United States with foreign nations, or to destroy, eliminate, or suppress competition either between themselves or by others in the business of transporting third-class or steerage passengers between ports in the United States and ports in Europe, or have sought to accomplish any such combination or conspiracy or any objects thereof either in the manner or by the means alleged in the petition, or otherwise.

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V.

DENIAL OF UNLAWFUL COMBINATION AND CONSPIRACY CHARGED AND OF ALLEGED MANNER AND MEANS OF ACCOMPLISHING SAME.

A.

As to agreement of February 5, 1908.

7. They admit that on or about February 5, 1908, at London, England, the defendants mentioned in

262 *Answer of Holland-America Line, et al.*

paragraph 1 of Subdivision A of Article V of the petition entered into a contract, of which they believe Exhibit A annexed to the petition is a substantially correct copy, but for greater certainty they pray leave to refer to the original upon the trial hereof. They deny, however, that said contract was or is unlawful and deny that by the execution thereof, or otherwise, said defendants entered into any unlawful combination or conspiracy, and they deny all the other allegations of said Subdivision A not expressly admitted herein, except as the same may appear from the original
263 contract of February 5, 1908. Further answering they say that said agreement was and is lawful under the laws of England, where the same was made, and under the laws of the countries of the parties thereto and of their vessels.

B.

As to the Russian-American Line becoming a party to agreement.

8. They deny that pursuant to or in furtherance of any unlawful contract, combination or conspiracy the Russian-American Line was admitted to membership
264 in the Atlantic Conference or to all the provisions of said contract of February 5, 1908. They admit that at about the time mentioned in Subdivision B of Article V of the petition the Russian-American Line entered into an agreement with the other defendant steamship lines, parties to said contract of February 5, 1908, with reference to steerage or third-class passenger traffic, but for answer to the allegations of said Subdivision B regarding the contents of said agreement or of said contract of February 5, 1908, they beg leave to refer to the originals thereof and ask that they be produced upon the trial hereof.

C.

Denial of unlawful acts.

9. They say they are not informed as to whether, since the adoption of the contract of February 5, 1908, the business of all of the defendant steamship lines in the carriage of the steerage traffic referred to therein has been, or at the time of the filing of this petition was, carried on in all respects in accordance with the terms and provisions thereof or of resolutions adopted at meetings of the parties held in pursuance thereof, and, therefore, they leave the petitioner to make such proof thereof as it may be advised; but they deny that thereby or otherwise all free and natural competition between said steamship lines in the establishing of rates and furnishing of facilities for such steerage traffic has been wholly eliminated, and they allege that on the contrary at all times there has been and is now active competition between them. 266

10. They deny each and every allegation contained in the paragraph numbered 2 of Subdivision C of Article V of the petition, and in particular they deny that they have entered into any unlawful agreement, combination or conspiracy, and they deny that any agreements into which they have entered necessarily involved the execution of their terms, scope and intent throughout the United States, or more particularly in the Southern District of New York; and they deny that since February 5, 1908, or at any other time, any of the individual defendants has been designated or established by his respective line at his respective office in the United States as agent for such line to carry out or make effective any unlawful agreement, combination or conspiracy whatsoever; and they deny that said individual defendants at their respective offices or agencies throughout the United 267

States or in the Southern District of New York, or at any other place or time, have been or are carrying out or executing any acts for the accomplishment of any unlawful combination, conspiracy or agreement whatsoever.

11. They deny that at any time whatever the individual defendants in the Southern District of New York or elsewhere have received orders or instructions from their respective principals with respect to the accomplishment of the objects and purposes of any unlawful combination or conspiracy whatsoever,
269 or that any of said individual defendants have within said Southern District of New York or elsewhere complied with or carried out any such instructions.

DENIAL OF AGREEMENT TO DESTROY COMPETITION OF INDEPENDENT LINES.

12 They deny that in and for the execution of any unlawful combination or conspiracy or agreement, or in furtherance thereof, or otherwise, any or all of the defendant steamship lines, at a meeting held March 25, 1908, or at any other time, agreed that they should act together to eliminate and destroy the competition of any persons or corporations whatsoever, either in
270 the business of carrying steerage passengers between Europe and the United States in competition with any or all of the defendant steamship lines or otherwise.

DENIAL OF ARRANGEMENT TO USE SO-CALLED "FIGHTING STEAMERS" TO DESTROY COMPETITION, AND THAT COMPETITORS ARE CRUSHED.

13. They deny that in and for the execution of any resolution as alleged or for the purpose of effecting the objects of any unlawful combination or conspiracy the defendant steamship lines appointed a committee for the selection of so-called "fighting steamers," and they deny that the facts with reference to the appoint-

ment of a committee and its authority and powers, and as to the use and effect of said so-called "fighting steamers" are correctly or truly set forth in the petition, and they say that the facts in regard thereto are as follows, and not otherwise.

About March, 1908, lines known as the Russian Volunteer Fleet and the Russian-American Line, which were engaged in the transportation of steerage passengers between Libau and New York, and about April, 1909, the Uranium Steamship Company, under the name of the Northwest Transport Line and various other names, which was engaged in such transportation between Rotterdam and New York, adopted 272
the plan of making such excessively low steerage rates that steerage passengers could not be carried therefor except at a loss. So long as said lines sought to secure such traffic only by fair and legitimate methods of competition, the defendants did not reduce their rates in competition with said lines; but when said lines made such excessively low rates, and not until then, the defendants agreed that a committee of three in the United States should be authorized, whenever a vessel of said competing lines was booking passengers from New York at such low rates, to make a reduced rate for such one of the defendants' steamers sailing from New York at about the same time with 273
the competing vessel as the committee might name; and it was also agreed that, in case the bookings for the steamer so named by the committee should exceed the capacity of such steamer, other steamers of the defendants sailing at about the same time should carry the excess and that the loss due to the difference between the reduced rate and the regular rates of the steamers carrying such excess passengers should be shared by the defendants. Said agreement was thereafter put into effect, but no steamer of the defendants was at any time despatched or its time of

sailing or destination changed with reference to the sailings of the competing vessels, and the reduced rates made for defendants' vessels were at no time lower than the rates which, as these defendants are informed and believe, were made by such competing vessels.

The sole intent and purpose of said agreement and action on the part of defendants was to restrict, so far as possible, the loss resulting from such excessively low rates of competing vessels, and was not in or for the execution or furtherance of or to effect the objects of any unlawful combination or conspiracy or to
275 eliminate or destroy competition on the part of said lines, or to force them out of business, or for any other unlawful, improper or unfair purpose. To have reduced the steerage rates on all of the defendants' steamers would have resulted in enormous loss and the driving out of business of the weaker among them, and the method adopted was necessary and reasonable in order to protect the defendants against such unfair and unnatural competition.

DENIAL THAT THE RUSSIAN VOLUNTEER FLEET WAS DRIVEN OUT OF BUSINESS.

14. They admit that from the month of March until
276 the month of June, 1908, or thereabouts, the Russian Volunteer Fleet advertised steamers to sail from the port of New York to the port of Libau, in Russia, and advertised for and solicited persons to sail as third-class or steerage passengers upon such ships. They deny that said ships were thoroughly equipped for handling such traffic, but say, on the contrary, on information and belief, that such ships were small and poorly equipped for steerage transportation. They deny that the facts as to the competition of steamers of the defendant lines with the ships of the Russian Volunteer Fleet are truly and correctly set forth in

the petition, and say that the true facts with regard thereto are as stated in paragraph 13 of this answer; they deny that the Russian Volunteer Fleet incurred loss or was forced to retire from the third-class or steerage business between New York and Russia by reason of any unfair or unlawful competition on the part of the defendant steamship lines; but they admit that in or about the month of July, 1908, said fleet withdrew its steamships from the New York Libau service and has ever since ceased to operate said line between said ports.

And they say that the reason for the withdrawal of said Russian Volunteer Fleet from said business was 278 not because of any agreement or action of the defendants, but was solely because of the inferior character of its service and lack of sufficient funds and because of its action in carrying steerage passengers at such excessively low rates, and the defendants say that the retirement of the Russian Volunteer Fleet was not in fact any detriment or loss to the public or to persons wishing to travel third-class or steerage between New York and Russia.

DENIAL THAT THE RUSSIAN-AMERICAN LINE WAS DRIVEN OUT OF COMPETITION AND FORCED INTO UNLAWFUL COMBINATION OR CONSPIRACY.

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15. They admit that from the month of March until the month of September, 1908, or thereabouts, the defendant the Russian-American Line was engaged in operating a line of steamships from the port of New York to the port of Libau, Russia, and in carrying thereon third-class or steerage passengers, and they admit that in conducting said business it was in competition to a certain extent with certain of the other defendant steamship lines, and that during said period it advertised its steamers to sail from the port of New York and advertised for and solicited persons

to travel upon its ships as third-class or steerage passengers; but they deny that the facts with reference to the use of so-called "fighting steamers" are truly or correctly set forth in the petition, and say that the true facts in regard thereto are as stated in paragraph 13 of this answer. They deny that the Russian-American Line incurred financial loss in the conduct of its third-class or steerage traffic as the result of any unfair or unlawful competition on the part of the defendants, but they say that any financial loss suffered by said Russian-American Line was due solely to its
281 course in charging excessively low rates and was not due to any agreement or action on the part of the defendants, and they deny that it unlawfully or wrongfully sought admission to any unlawful combination or conspiracy in order to be permitted to continue in said business or otherwise; and they deny that the facts in reference to its admission into the Atlantic Conference are truly or correctly set forth in said petition, and they say that the true facts in regard thereto are alleged in paragraph 8 of this answer. And they say that said Russian-American Line, by greatly improving the character of its vessels and service and by abandoning the practice of carrying steerage passengers at such excessively low rates, have
282 been able to continue and establish its service, as these defendants are informed, upon a successful basis.

DENIAL OF UNFAIR COMPETITION AGAINST THE URANIUM STEAMSHIP COMPANY.

16. They admit that about April 1, 1909, the Uranium Steamship Company, Limited, began to operate and has ever since operated a regular line of steamships under different names and styles between the ports of New York and Rotterdam, and began to carry and has ever since carried third-class or steerage passengers between said ports, and that said company has

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competed to some extent with some of the defendant steamship lines in the carriage of third-class or steerage passengers, and that said company has not been a party to the contract of February 5, 1908; but they deny that the defendant steamship lines on or about April 1, 1909, or at any other time, in and for the execution of any unlawful combination or conspiracy, took any action with regard to the use of steamers in competition with the steamers of said company, and they allege that the true facts with relation to the use of so-called "fighting steamers" are truly set forth in paragraph 13 of this answer, and that the facts are as therein stated and not otherwise.

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They admit that in March, 1910, the committee of three in New York was disbanded and that since that time steamers employed to protect the defendant lines against unfair and unnatural competition have been selected and their rates fixed from time to time by the defendant lines in Europe, and that notices of such action are now sent by them to the individual defendants representing them in this country, and the rates fixed have been put in force by notices sent out by the individual defendants through the agents throughout the United States.

They deny that by reason of any illegal or oppressive measures the Northwest Transport Line has at any time been prevented from obtaining a fair and reasonable share of said traffic or forced to carry said traffic at a financial loss, and they say that said Northwest Transport Line is still continuing in said steerage business and has a fair and reasonable share thereof, and if it has suffered loss in said business the sole reason therefor is the inferior character of its service and its excessively low rates, which have at all times been lower than any rates of the defendants.

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They deny that in pursuance of any unlawful combination, conspiracy or agreement, or to prevent other

persons or corporations from engaging in any traffic they have agreed that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with the defendant lines. They deny that any such agreement or manner of employing agents is adopted as a part of any illegal or oppressive attack upon the Northwest Transport Line or any other steamship line; but they say that the defendant lines have agreed not to employ as agents persons who act as agents for steamship lines which have
287 been engaged or are threatening to engage in unfair competition with the lines of the defendants, and they say that this is reasonable and necessary for the proper protection of themselves and their business and as a means to safeguard the interests of intending passengers against irresponsible steamship lines and their agents, and to prevent fraud and injury to such passengers.

DENIAL OF EXCESSIVE AND ARBITRARY RATES.

17. They deny that at any time and in pursuance of any combination, conspiracy or contract, or otherwise, they have arbitrarily fixed their rates for steerage
288 transportation for the purpose as alleged in the petition, or otherwise, and they deny that in fixing their rates they have deprived or are depriving the public of any benefit whatsoever; and they say that on the contrary the public has had the benefit of exceedingly low rates and of superior facilities, and that such rates and such facilities are far more favorable to the public than would have resulted had the defendants not entered into the lawful and reasonable agreement with reference to the conduct of their business as hereinbefore set forth.

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DENIAL OF PENAL ENFORCEMENT OF THE TERMS OF ANY UNLAWFUL CONTRACT.

18. They deny all the allegations of the petition with reference to penal enforcement of the terms of the contract between the defendants and all duress upon or between the parties to said contract as alleged in the petition, and for the terms of said contract they refer to the original thereof when the same shall be produced on the trial hereof.

VI.

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DENIAL OF MONOPOLY.

19. They deny that by any unlawful contract or unlawful practices the defendant steamship lines have obtained or attempted to obtain a virtual or other monopoly of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations or of any part thereof. They are not informed as to the percentage of steerage passenger traffic between Europe and North America carried in ships belonging to the defendant steamship lines, and therefore leave the petitioner to make such proof thereof as it may be advised. They deny that such steerage passenger traffic or any portion thereof is regulated, limited or restrained by means of any unlawful contract whatsoever, and they say that they are not informed as to what percentage of the steerage passenger traffic is conducted in accordance with the terms of the contract of February 5, 1908, and therefore leave the petitioner to make such proof thereof as it may be advised.

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20. Further answering, these defendants say that the business of transporting passengers between European ports and ports in the United States is international in its character, and as such is not subject to

regulation by the laws of any one nation but can be regulated only by international agreements or treaties.

21. Further answering, these defendants say that in enacting the Act of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," and the acts amendatory thereof and supplemental thereto, the Congress of the United States did not intend to, and did not thereby, make agreements entered into by persons or corporations engaged in the transportation of passengers between European ports and ports of the United States
293 unlawful.

22. Further answering, these defendants say that in so far as the business of transporting passengers from Europe to the United States is concerned, no part of said business is transacted within the United States, but said business is wholly transacted in foreign countries and on the high seas. The only part of said business performed in the United States is the landing of passengers at ports in the United States, which right has been granted by treaty between the United States and the several nations to whose flags said steamers belong; and as to the whole of said business of transporting passengers from European ports to
294 ports in the United States the act of Congress aforesaid has not and cannot have any application, force or effect whatsoever.

23. In the absence of governmental regulation of ocean transportation between the United States and foreign nations, such as exists as to railroad transportation, agreements among persons engaged in such ocean transportation are essential. Without such regulation or agreements, the weaker lines would be driven out of business and only the strongest would survive. The agreement into which the defendants

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have entered does not result in undue or unreasonable restraint of foreign commerce. Interpreted reasonably, it does not restrain trade and commerce with foreign nations, nor does it create, or attempt to create, a monopoly. The very nature of the business is such as to make it impossible that a monopoly should be created. Competition on the seas is necessarily limited only by the number of vessels in existence. Any ship owner may employ his vessels where he will. No franchise is needed; all are free to sail the seas; and, unlike any other business, those engaged in ocean transportation may at any time change from one trade to another. Steamers engaged in one trade may enter another temporarily, and, after demoralizing business and ruining those engaged therein, may return to their former routes. Thus, a great steamship company engaged in a worldwide business may, for a period short or long, but sufficient for its purpose, concentrate its forces and by unnatural and cut-throat competition drive out of business the weaker lines regularly established and engaged in the service. In this way it could destroy all of its weaker competitors.

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Agreements, therefore, among those engaged in the transatlantic trade, like the agreement of these defendants, are reasonable and necessary in order to make possible the continuance of the business. The agreement entered into by the defendants was not for the purpose of creating a monopoly, nor for the purpose of establishing and maintaining excessive and unreasonable rates, nor for the purpose of unlawfully destroying competition or restraining trade and commerce.

297

The necessity for such an agreement is shown by the history of the transatlantic trade. At times when no such agreement has been effective, those engaged in the business have reduced rates in competition with each other to such a point that the continuance thereof

would speedily have destroyed all but the strongest lines, and, in fact, such rate wars have been continued to such an extent that weaker lines have actually been forced out of business.

The necessity for such an agreement has also been strikingly shown by the action of the Government with reference to the transportation of steerage passengers by the railroads of the United States. For many years the railroads have divided among themselves by agreement the transportation in the United States of steerage passengers arriving upon the lines of the defendants and others engaged in the transatlantic pas-
299 senger business. The Interstate Commerce Commission, after a careful investigation of this practice of the railroads, concluded that, in the interest of the public, it should not be disturbed.

The effect of the present agreement between the defendants has not been to cause higher rates, but instead has resulted in steerage passengers receiving far more for their money than formerly. Larger and faster steamers have been put in service with better accommodations for steerage passengers and more frequent sailings, and the facilities for comfort and safety have been greatly increased. All of this has been accomplished notwithstanding the increasingly
300 stringent requirements of the laws of the United States and of the foreign countries from which the steamers sail. The requirements of the United States immigration laws alone have become, and are becoming year by year, more and more severe, and impose upon steamship owners greatly increased expenses. Notwithstanding all this, the charges made by the steamship companies for the service have been uniformly fair and reasonable and have not increased proportionately with the cost of the service. The present rates for steerage transportation are not substantially higher than those of former years. Such

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rates have not kept pace with the increased burdens upon steamship owners, the improved facilities furnished and the generally higher cost of living. The result, therefore, of agreements among the steamship companies, such as the agreement of February 5, 1908, has been beneficial to the public, and, instead of restraining foreign trade and commerce, has been to protect and develop it.

24. And these defendants now, having fully answered the petition herein, deny all and all manner of unlawful contract, combination, conspiracy, monopolizing or attempt to monopolize, wherewith they are 302
charged by said petition; without this that if there is any other matter, cause or thing in the petition contained material or necessary for these defendants to make answer to and not herein or hereby well and sufficiently answered, confessed, traversed and avoided or denied, the same is not true to the knowledge or belief of these defendants or to any of them; all of which matters and things these defendants are ready and willing to aver, maintain and prove as this honorable Court shall direct, and humbly pray to be hence dismissed with their reasonable costs in this behalf most wrongfully sustained.

NEDERLANDSCH-AMERIKAANSCHE STOOMVAART MAATSCHAPPIJ (HOLLAND-AMERICA LINE). 303

By Adrian Gips, Agent.

ADRIAN GIPS.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for said Defendants.

CHARLES C. BURLINGHAM,
NORMAN B. BEECHER,
EVERETT MASTEN,
Of Counsel.

304 **Answer of International Mercantile Marine Company, International Navigation Company, Limited, British & North Atlantic Steam Navigation Company, Limited, Societe Anonyme De Navigation Belge Americaine, Oceanic Steam Navigation Company, Limited and Philip A. S. Franklin.**

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

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THE UNITED STATES OF AMERICA, Petitioner against HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, and others, Defendants.	In Equity.

To the Honorable the Judges of the Circuit Court of the United States for the Southern District of New York, Sitting in Equity:

306 The joint and several answer of the defendants, International Mercantile Marine Company, International Navigation Company, Limited, British and North Atlantic Steam Navigation Company, Limited, Societe Anonyme de Navigation Belge Americaine and Oceanic Steam Navigation Company, Limited, and Philip A. S. Franklin, to the petition of the United States of America herein:

These defendants respectively, now and at all times hereafter saving to themselves all and all manner of benefit or advantage of exception, or otherwise, that

can or may be had or taken to the many errors, uncertainties, and imperfections in said petition contained, for answer thereto or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, severally answering, allege:

The individual defendant Philip A. S. Franklin, who joins in this answer, for himself avers that he has not personal knowledge with reference to many of the averments of the petition or of the admissions, denials and averments in this answer set forth, so far as the same relate to matters alleged to have taken place abroad or with which he had no personal connection; 308
but he says that all of the admissions, denials and averments in this answer set forth are true to the best of his knowledge, information or belief. And the corporate defendants herein, in making their denials, admissions and averments, except in so far as they refer particularly to the individual defendant Philip A. S. Franklin, intend the same to refer only to their own acts and transactions.

I.

Denial of Combination and Conspiracy.

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1. These defendants admit that the corporate defendants herein are engaged, but deny that the individual defendants are engaged, in foreign trade and commerce as common carriers of freight and passengers, including third-class or steerage passengers, between ports in the United States and ports in Europe, except that they say, upon information and belief, that the defendant, Canadian Pacific Railway Company, is not so engaged, and they deny that the corporate defendants are engaged as common carriers of passengers and freight between inland points in the

310 *Answer of International Mercantile Marine Co., et al.*

United States and ports or inland points in Europe, Asia or Africa, and they deny that in respect to the business alleged in Article I of the petition they are violating the provisions of the Act of Congress passed July 2, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies" and the acts amendatory thereof and supplemental thereto; and they deny, upon information and belief, that any of their codefendants are so engaged, and they deny that at any time they have been, or are now, engaged in any combination or conspiracy in
311 violation of said acts.

II.

AS TO THE DESCRIPTION OF THE DEFENDANTS AND THE TRADE AND COMMERCE WHICH THEY CONDUCT.

2. They admit the allegations contained in the paragraphs of Article II of the petition numbered 3, 4, 5, 6, 12, 19, and 22, except that they deny that the defendant, John Lee, is, or was at the time when the petition was filed, an officer of the International Mercantile Marine Company or of the International Na-
312 vigation Company, Limited, and allege that this proceeding has been discontinued as to said defendant, John Lee, and except that they deny that the defendant, Philip A. S. Franklin, is now, or at any time has been, an officer of the International Navigation Company, Limited.

3. They deny each and every allegation contained in the paragraph of Article II of the petition numbered 24, except that they admit that some of the defendant steamship lines are in some respects natural competitors.

4. As to the allegations of the remaining paragraphs of Article II of the petition they are not sufficiently informed to make answer thereto and, therefore, leave the petitioner to make such proof in relation thereto as it may be advised.

III.

AS TO THE DESCRIPTION OF THE TRADE AND COMMERCE WHICH THE DEFENDANTS ARE CHARGED WITH MONOPOLIZING AND ATTEMPTING AND CONSPIRING TO MONOPOLIZE.

314

5. They deny that immigration from Europe to the United States has steadily increased, and say that it reached its maximum in the year 1907, and that last year it was less than in any year for ten years prior thereto. They admit that the traffic back and forth is large, but they deny that it is very lucrative. The other allegations of Article III of this petition they deny, except that they admit that the steamship companies have been extending their facilities for handling such traffic, as well as their other business, and that the income from third-class or steerage traffic between Europe and North America forms an important part of the revenue of the steamship companies. 315

IV.

DENIAL OF COMBINATION AND CONSPIRACY.

6. They deny that these defendants have been, or are, engaged in the United States or elsewhere in any unlawful combination or conspiracy to restrain trade and commerce of the United States with foreign nations, or any part thereof, or to monopolize the same, and they deny that they are, or have been, engaged in

816 the Southern District of New York, or elsewhere, in any combination or conspiracy to destroy competition in the business of transporting third-class or steerage passengers between ports in the United States of America and ports in Europe, and they deny that they have sought to accomplish any of said purposes by eliminating, suppressing or destroying competition in such traffic, and they deny that they have sought, or are seeking, to bring about any combination or conspiracy in the manner and by the means set forth in the petition or in any other manner or by any other means whatsoever; and, upon information and belief, they
817 deny that any of their codefendants have been, or are, engaged in any of the acts or things charged against these defendants in Article IV of the petition.

V.

DENIAL OF UNLAWFUL COMBINATION AND CONSPIRACY CHARGED AND OF ALLEGED MANNER AND MEANS OF ACCOMPLISHING SAME.

A

As to agreement of February 5, 1908

818 7. They admit that on February 5, 1908, at London, England, the defendants mentioned in paragraph 1 of Subdivision A of Article V of the petition entered into an agreement, whereof a copy which it believes to be substantially correct is annexed to the petition and marked Exhibit A, but for greater certainty it prays leave to refer to the original upon the trial hereof; but they deny that said agreement was unlawful or was entered into pursuant to any unlawful combination or conspiracy. They deny all the other allegations of Subdivision A of Article V of the petition.

except as may appear from the original agreement of February 5, 1908; and they say further that said agreement was and is lawful by the laws of England, where it was entered into, and by the laws of the United States.

As to the Russian American Line becoming a party to agreement

8. They deny that pursuant to the provisions of any unlawful contract or in furtherance of any unlawful combination or conspiracy, the Russian American Line was admitted to membership in the Atlantic Conference; but they admit that at about the time mentioned in the petition the Russian American Line entered into an agreement with the other defendant steamship lines with reference to its steerage or third class business, and became a member of the Atlantic Conference, and that the agreement so entered into provided for a percentage of such traffic for said Russian American Line, and for answer to the allegations contained in subdivision B of the petition as to the terms of said agreement of February 5, 1908, they refer to said agreement itself when it shall be produced upon the trial hereof. 320

321

C

Denial of unlawful acts

9. They deny that since the making of the contract of February 5, 1908, or at any other time, all free and natural competition between the defendant steamship lines in the establishment of rates and the furnishing of facilities for steerage traffic has been or is thereby wholly eliminated, and they say that they are not informed as to whether the business of all of

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the defendant steamship lines in so far as it consists in the carriage of the steerage traffic referred to in the petition has been, or at the date of the filing of the petition was, carried on by each and every one of them in all respects in accordance with the terms and provisions of said contract or in accordance with the terms and provisions of resolutions adopted by said contracting parties at meetings held in pursuance thereof, and they therefore leave the petitioner to make such proof thereof as it may be advised; and, on the contrary, they say that now and at all times there is and has been active competition between all of the
323 steamship lines.

10. They deny each and every allegation contained in the paragraph numbered 2 of subdivision C of Article V of the petition, and in particular they deny that they have entered into any unlawful agreement, combination or conspiracy, and they deny that any agreements into which they have entered necessarily involved the execution of their terms, scope and intent throughout the United States, or more particularly in the Southern District of New York; and they deny that since February 5, 1908, or at any other time, any of the individual defendants has been designated
324 or established by his respective line at his respective office in the United States as agent for such line to carry out or make effective any unlawful agreement, combination or conspiracy whatsoever; and they deny that said individual defendants, at their respective offices or agencies throughout the United States or in the Southern District of New York, or at any other place or time, have been or are carrying out or executing any acts for the accomplishment of any unlawful combination, conspiracy or agreement whatsoever.

11. They deny that at any time whatever the individual defendants in the Southern District of New

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York or elsewhere have received orders or instructions from their respective principals with respect to the accomplishment of the objects and purposes of any unlawful combination or conspiracy whatsoever, or that any of said individual defendants have within said Southern District of New York or elsewhere complied with or carried out any such instructions.

DENIAL OF AGREEMENT TO DESTROY COMPETITION OF INDEPENDENT LINES

12. They deny that in and for the execution of any unlawful combination or conspiracy or agreement, or in furtherance thereof, or otherwise, any or all of the defendant steamship lines, at a meeting held March 25, 1908, or at any other time, agreed that they should act together to eliminate and destroy the competition of any persons or corporations whatsoever, either in the business of carrying steerage passengers between Europe and the United States in competition with any or all of the defendant steamship lines or otherwise.

326

DENIAL OF ARRANGEMENT TO USE SO-CALLED "FIGHTING STEAMERS" TO DESTROY COMPETITION, AND THAT COMPETITORS ARE CRUSHED

327

13. They deny that in and for the execution of any resolution as alleged or for the purpose of effecting the objects of any unlawful combination or conspiracy the defendant steamship lines appointed a committee for the selection of so-called "fighting steamers," and they deny that the facts with reference to the appointment of a committee and its authority and powers, and as to the use and effect of said so-called "fighting steamers" are correctly or truly set forth in the petition, and they say that the facts in regard thereto are as follows, and not otherwise:

The rates charged for transportation of steerage passengers between Europe and the United States have uniformly been exceedingly low so that the range of competition in rates has necessarily been very limited. A slight reduction in rates would bring the remuneration received for such traffic below its cost to the steamship lines. From time to time companies have been formed to engage in the business, with a few steamers and inadequate facilities. In order to attract business from the established lines, these companies have been willing to adopt rates which in many
329 instances were below the actual cost of furnishing such transportation. The result has been that such companies have been able to continue in business only for a short time until their resources have been exhausted. While they have been so engaged, however, the effect of quoting rates unremunerative and below cost has been to divert from the established lines the traffic which they would otherwise have received, and seriously to disorganize their business. The only method of protecting themselves against such unfair and unnatural competition has been to meet such rates as far as practicable. To have reduced the steerage rates on all their steamers would have resulted in enormous loss to such lines and the driving out of business
330 of the weaker among them. In order to prevent such a result, which would be injurious not only to the lines themselves but to the public, the established lines have from time to time, when such unfair and unnatural competition was threatened, adopted the policy of meeting such competition by selecting certain steamers for that purpose. Accordingly, the defendant lines appointed a committee of three of their representatives at New York City to select from among the steamers of the defendant lines steamers for this purpose, the rates on which were fixed and advertised at such a sum as was necessary to meet the rates quoted by the

steamers of their competitors, but at no time were the rates so fixed lower than the rates charged, as these defendants are informed and believe, by such other steamers, nor was any steamer of the defendants at any time despatched nor its time of sailing or destination changed with reference to the sailings of the vessels of competing lines. When the number of passengers procuring tickets for the steamers so selected was in excess of their carrying capacity the excess passengers were carried by other steamers of the defendant lines, and the lines so carrying such excess were compensated by the other lines for the resulting loss. In adopting the methods above described, the 332
defendant lines have not acted in any unlawful manner or in pursuance of any unlawful combination, conspiracy or agreement in restraint of trade or otherwise, but solely for the purpose of protecting themselves against unfair and unnatural competition and only so far as was absolutely necessary and reasonable for that purpose.

DENIAL THAT THE RUSSIAN VOLUNTEER FLEET WAS DRIVEN OUT OF BUSINESS

14. They admit that from the month of March until the month of June, 1908, or thereabouts, the Russian 333
Volunteer Fleet advertised steamers to sail from the port of New York to the port of Libau, in Russia, and advertised for and solicited persons to sail as third class or steerage passengers upon such ships. They deny that said ships were thoroughly equipped for handling such traffic, but say, on the contrary, on information and belief, that such ships were small and poorly equipped for steerage transportation. They deny that the facts as to the competition of steamers of the defendant lines with the ships of the Russian Volunteer Fleet are truly and correctly set forth in

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the petition, and say that the true facts with regard thereto are as stated in paragraph 13 of this answer; they deny that the Russian Volunteer Fleet incurred loss or was forced to retire from the third class or steerage business between New York and Russia by reason of any unfair or unlawful competition on the part of the defendant steamship lines; but they admit that in or about the month of July, 1908, said fleet withdrew its steamships from the New York-Libau service and has ever since ceased to operate said line between said ports.

335 And they say that the reason for the withdrawal of said Russian Volunteer Fleet from said business was not because of any agreement or action of the defendants, but was solely because of the inferior character of its service and lack of sufficient funds and because of its action in carrying steerage passengers at such excessively low rates, and the defendants say that the retirement of the Russian Volunteer Fleet was not in fact any detriment or loss to the public or to persons wishing to travel third-class or steerage between New York and Russia.

DENIAL THAT THE RUSSIAN AMERICAN LINE WAS DRIVEN OUT OF COMPETITION AND FORCED INTO

336 UNLAWFUL COMBINATION OR CONSPIRACY

15. They admit that from the month of March until the month of September, 1908, or thereabouts, the defendant the Russian-American Line was engaged in operating a line of steamships from the port of New York to the port of Libau, Russia, and in carrying thereon third-class or steerage passengers, and they admit that in conducting said business it was in competition to a certain extent with certain of the other defendant steamship lines, and that during said period it advertised its steamers to sail from the port of

New York and advertised for and solicited persons to travel upon its ships as third class or steerage passengers; but they deny that the facts with reference to the use of so-called "fighting steamers" are truly or correctly set forth in the petition, and say that the true facts in regard thereto are as stated in paragraph 13 of this answer. They deny that the Russian-American Line incurred financial loss in the conduct of its third class or steerage traffic as the result of any unfair or unlawful competition on the part of the defendants, but they say that any financial loss suffered by said Russian-American Line was due solely to its course in charging excessively low rates and 338
was not due to any agreement or action on the part of the defendants, and they deny that it unlawfully or wrongfully sought admission to any unlawful combination or conspiracy in order to be permitted to continue in said business or otherwise; and they deny that the facts in reference to its admission into the Atlantic Conference are truly or correctly set forth in said petition, and they say that the true facts in regard thereto are alleged in paragraph 8 of this answer.

And they say that said Russian American Line, by greatly improving the character of its vessels and services and by abandoning the practice of carrying 339
steerage passengers at such excessively low rates, has been able to continue and establish its service, as these defendants are informed, upon a successful basis.

DENIAL OF UNFAIR COMPETITION AGAINST THE URANIUM STEAMSHIP COMPANY

16. They admit that about April 1, 1909, the Uranium Steamship Company, Limited, began to operate and has ever since operated a regular line of steamships under different names and styles between the

340 ports of New York and Rotterdam, and began to carry and has ever since carried third-class or steerage passengers between said ports, and that said company has competed to some extent with some of the defendant steamship lines in the carriage of third-class or steerage passengers, and that said company has not been a party to the contract of February 5, 1908; but they deny that the defendant steamship lines on or about April 1, 1909, or at any other time, in and for the execution of any unlawful combination or conspiracy, took any action with regard to the use of steamers in competition with the steamers of said
341 company, and they allege that the true facts with relation to the use of so-called "fighting steamers" are truly set forth in paragraph 13 of this answer, and that the facts are as therein stated and not otherwise.

They admit that in March, 1910, the committee of three in New York was disbanded and that since that time steamers employed to protect the defendant lines against unfair and unnatural competition have been selected and their rates fixed from time to time by the defendant lines in Europe, and that notices of such action are now sent by them to the individual defendants representing them in this country, and the
342 rates fixed have been put in force by notices sent out by the individual defendants through the agents throughout the United States.

They deny that by reason of any illegal or oppressive measures the Northwest Transport Line has at any time been prevented from obtaining a fair and reasonable share of said traffic or forced to carry said traffic at a financial loss, and they say that said Northwest Transport line is still continuing in said steerage business and has a fair and reasonable share thereof, and if it has suffered loss in said business the sole reason therefor is the inferior character of its

service and its excessively low rates, which have at all times been lower than any rates of the defendants.

They deny that in pursuance of any unlawful combination, conspiracy or agreement, or to prevent other persons or corporations from engaging in any traffic they have agreed that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with the defendant lines. They deny that any such agreement or manner of employing agents is adopted as a part of any illegal or 344
oppressive attack upon the Northwest Transport Line or any other steamship line; but they say that the defendant lines have agreed not to employ as agents persons who act as agents for steamship lines which have been engaged or are threatening to engage in unfair competition with the lines of the defendants, and they say that this is reasonable and necessary for the proper protection of themselves and their business and as a means to safeguard the interests of intending passengers against irresponsible steamship lines and their agents, and to prevent fraud and injury to such passengers.

DENIAL OF EXCESSIVE AND ARBITRARY RATES 345

17. They deny that at any time and in pursuance of any combination, conspiracy or contract, or otherwise, they have arbitrarily fixed their rates for steerage transportation for the purpose as alleged in the petition, or otherwise, and they deny that in fixing their rates they have deprived or are depriving the public of any benefit whatsoever; and they say that on the contrary the public has had the benefit of exceedingly low rates and of superior facilities, and that such rates and such facilities are far more favorable

to the public than would have resulted had the defendants not entered into the lawful and reasonable agreement with reference to the conduct of their business as hereinbefore set forth.

DENIAL OF PENAL ENFORCEMENT OF THE TERMS OF ANY UNLAWFUL CONTRACT

18. They deny all the allegations of the petition with reference to penal enforcement of the terms of the contract between the defendants and all duress upon or between the parties to said contract as alleged
347 in the petition, and for the terms of said contract they refer to the original thereof when the same shall be produced on the trial hereof.

VI

DENIAL OF MONOPOLY

19. They deny that by any unlawful contract or unlawful practices the defendant steamship lines have obtained or attempted to obtain a virtual or other monopoly of the traffic of transporting steerage passengers in trade and commerce between the United
348 States and foreign nations or of any part thereof. They are not informed as to the percentage of steerage passenger traffic between Europe and North America carried in ships belonging to the defendant steamship lines, and therefore leave the petitioner to make such proof thereof as it may be advised. They deny that such steerage passenger traffic, or any portion thereof, is regulated, limited or restrained by means of any unlawful contract whatsoever, and they say that they are not informed as to what percentage of the steerage passenger traffic is conducted in accordance with the terms of the contract of February 5, 1908, and

therefore leave the petitioner to make such proof thereof as it may be advised.

20. Further answering, these defendants say that the business of transportating passengers between European ports and ports in the United States is international in its character, and as such is not subject to regulation by the laws of any one nation but can be regulated only by international agreements or treaties.

21. Further answering, these defendants say that in enacting the Act of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," and the acts amendatory thereof and supplemental thereto, the Congress of the United States did not intend to, and did not thereby, make agreements entered into by persons or corporations engaged in the transportation of passengers between European ports and ports of the United States unlawful. 350

22. Further answering, these defendants say that in so far as the business of transporting passengers from Europe to the United States is concerned, no part of said business is transacted within the United States, but said business is wholly transacted in foreign countries and on the high seas. The only part of said business performed in the United States is the landing of said passengers at ports in the United States, which right has been granted by treaty between the United States and the several nations to whose flags said steamers belong; and as to the whole of said business of transporting passengers from European ports to ports in the United States the act of Congress aforesaid has not and cannot have any application, force or effect whatsoever. 351

23. Further answering, these defendants say that certain of the steamers of the defendant lines, namely,

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the *New York, Philadelphia, St. Louis* and *St. Paul* of the American Line, are American vessels hailing from New York and flying the American flag; that the cost of building and operating steamships under the American flag is about forty per cent higher than that of building and operating foreign vessels; that by the laws of the United States all officers of vessels of the United States are required to be citizens of the United States; that the rate of wages paid to officers and crews shipped in the United States is far higher than in the European countries; that under the provisions of the Ocean Mail Act of March 3,
353 1891, pursuant to which the above named vessels are employed in the mail service of the United States, vessels must not only be American built and owned, and officered by American citizens, but must have crews of which at least one-half must be citizens of the United States,—all of which, and many other provisions of law, place especially heavy burdens on American vessels.

Further answering, these defendants say that by said Ocean Mail Act of 1891, the American steamships above named may at any time be taken and used by the United States as transports or cruisers, as in fact all of them were taken in the war with Spain in
354 the year 1898.

These defendants verily believe, and state, that but for the agreement of February 5, 1908, or a similar agreement with owners of other transatlantic steamships it would be impossible for the American Line to engage in ocean transportation in competition with foreign steamship lines, and it would be impossible for it to operate its vessels except at a loss even greater than that at which they are now operated, and that unless the owners of American steamships are permitted to enter into agreements with foreign steamship lines whereby they can secure a part of the busi-

ness of transporting steerage passengers between the United States and foreign countries at fair and reasonable rates, such American lines would be compelled to cease to operate their steamers or to transfer them from the American flag to foreign flags, and that it is of vital importance to the United States that the few remaining steamers under the American flag engaged in foreign trade should not be withdrawn. And these defendants say that in enacting the Act of Congress of July 2, 1890, it was not the intention of the Congress to destroy American shipping and drive the American flag from the seas.

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24. In the absence of governmental regulation of ocean transportation between the United States and foreign nations, such as exists as to railroad transportation, agreements among persons engaged in such ocean transportation are essential. Without such regulation or agreements, the weaker lines would be driven out of business and only the strongest would survive. The agreement into which the defendants have entered does not result in undue or unreasonable restraint of foreign commerce. Interpreted reasonably, it does not restrain trade and commerce with foreign nations, nor does it create, or attempt to create, a monopoly. The very nature of the business is such as to make it impossible that a monopoly should be created. Competition on the seas is necessarily limited only by the number of vessels in existence. Any ship owner may employ his vessels where he will. No franchise is needed; all are free to sail the seas; and, unlike any other business, those engaged in ocean transportation may at any time change from one trade to another. Steamers engaged in one trade may enter another temporarily, and, after demoralizing business and ruining those engaged therein, may return to their former routes. Thus, a great steamship com-

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pany engaged in a worldwide business may, for a period short or long, but sufficient for its purpose, concentrate its forces and by unnatural and cut-throat competition drive out of business the weaker lines regularly established and engaged in the service. In this way it could destroy all of its weaker competitors.

Agreements, therefore, among those engaged in the transatlantic trade, like the agreement of the defendants here, are reasonable and necessary in order to make possible the continuance of the business. The agreement entered into by the defendants here was
359 not for the purpose of creating a monopoly, nor for the purpose of establishing and maintaining excessive and unreasonable rates, nor for the purpose of unlawfully destroying competition or restraining trade and commerce.

The necessity for such an agreement is shown by the history of the transatlantic trade. At times when no such agreement has been effective, those engaged in the business have reduced rates in competition with each other to such a point that the continuance thereof would speedily have destroyed all but the strongest lines, and, in fact, such rate wars have been continued to such an extent that weaker lines have actually been forced out of business.

360 The necessity for such an agreement has also been strikingly shown by the action of the Government with reference to the transportation of steerage passengers by the railroads of the United States. For many years the railroads have divided among themselves by agreement the transportation in the United States of steerage passengers arriving upon the lines of the defendants and others engaged in the transatlantic passenger business. The Interstate Commerce Commission, after a careful investigation of this practice of the railroads, concluded that, in the interest of the public, it should not be disturbed.

The effect of the present agreement between the defendants has not been to cause higher rates, but instead has resulted in steerage passengers receiving far more for their money than formerly. Larger and faster steamers have been put in service with better accommodations for steerage passengers and more frequent sailings, and the facilities for comfort and safety have been greatly increased. All of this has been accomplished notwithstanding the increasingly stringent requirements of the laws of the United States and of the foreign countries from which the steamers sail. The requirements of the United States immigration laws alone have become and are becoming year by year, more and more severe, and impose upon steamship owners greatly increased expenses. Notwithstanding all this, the charges made by the steamship companies for the service have been uniformly fair and reasonable and have not increased proportionately with the cost of the service. The present rates for steerage transportation are not substantially higher than those of former years. Such rates have not kept pace with the increased burdens upon steamship owners, the improved facilities furnished and the generally higher cost of living. The result, therefore of agreements among the steamship companies, such as the agreement of February 5, 1908, has been beneficial to the public, and, instead of restraining foreign trade and commerce, has been to protect and develop it.

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25. And these defendants now, having fully answered the petition herein, deny all and all manner of unlawful contract, combination, conspiracy, monopolizing or attempt to monopolize, wherewith they are charged by said petition; without this that if there is any other matter, cause or thing in the petition contained material or necessary for these defendants to

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make answer to and not herein or hereby well and sufficiently answered, confessed, traversed and avoided or denied, the same is not true to the knowledge or belief of these defendants or to any of them; all of which matters and things these defendants are ready and willing to aver, maintain and prove as this honorable Court shall direct, and humbly pray to be hence dismissed with their reasonable costs in this behalf most wrongfully sustained.

INTERNATIONAL MERCANTILE MARINE COMPANY.

INTERNATIONAL NAVIGATION COMPANY, LIM-
365 ITED.

BRITISH & NORTH ATLANTIC STEAM NAVIGATION COMPANY, LIMITED.

SOCIETE ANONYME DE NAVIGATION BELGE AMERICAINE.

OCEANIC STEAM NAVIGATION COMPANY, LIMITED.

By Philip A. S. Franklin, Agent,

PHILIP A. S. FRANKLIN.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for said Defendants.

CHARLES C. BURLINGHAM,
366 NORMAN B. BEECHER,
EVERETT MASTEN,
Of Counsel.

The Joint and Several Answer of the Defendants Gustav H. Schwab, Herman C. Von Post and Gustav Schwab, Junior, to the Petition of the United States of America, Filed Herein on January 4, 1911. 367

UNITED STATES DISTRICT COURT,

FOR THE SOUTHERN DISTRICT OF NEW YORK,

In the Second Circuit.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKET - FARHT - ACTIEN GESELLSCHAFT, and others,
Defendants. 365

The joint and several answer of the defendants Gustav H. Schwab, Herman C. von Post and Gustav Schwab, Junior, the last named being designated as Gustav H. Schwab, Junior, in said petition, to the petition of the United States of America, filed herein on January 4th, 1911. 369

These defendants answering so much and such parts of said petition as they are advised it is material or necessary for them to make answer unto say:

First. They admit that they, the said three named defendants, are residents of the City, County and State and of the Southern District of New York, and are partners doing business under the firm name and style of Oelrichs & Company, with an office and place

of business at No. 5 Broadway, New York City; that they are and since the first day of January, 1909, have been general agents in the United States of the North German Lloyd Line, and in general charge of its affairs within the United States, and hold themselves and their office out to the public as the persons with whom and the place where business may be transacted with the North German Lloyd Line.

They also admit that prior to the 1st day of January, 1909, the said defendants, Gustav H. Schwab and Herman C. von Post constituted said firm of Oelrichs & Company, with an office and place of
371 business in New York City; and that they, the said two defendants, were for many years and up to the said 1st day of January, 1909, such general agents of said line and in general charge of its affairs and held themselves and their office out to the public as the persons with whom and the place where business might be transacted with said Line.

They allege, however, that the said defendant Herman C. von Post, although nominally and for some purposes actually a member of said firm, has taken no part whatever in the business thereof or in the business of said North German Lloyd for twelve years and upwards last past; that said defendant, Gustav
372 Schwab, Junior, did not become a member of said firm till said 1st day of January, 1909, and took no part in the business of said firm or in the affairs or business of said North German Lloyd Line prior to said date.

They also allege that the defendant Gustav H. Schwab has been absent from the City of New York even since the 7th day of March, 1910, and since that date said defendant has taken no active part in the business of said firm or in the affairs and business of said North German Lloyd Line.

And these defendants, each for himself, further says, that he has read or has had read to him the answer of the said Norddeutscher Lloyd, otherwise known as the North German Lloyd Line, to the said petition; that the same is true according to the best of his information and belief, and that he adopts the same in connection herewith as his answer to said petition.

And these defendants having answered fully the petition herein so far as the same contains matter which they are required to answer, each for himself denies all and all manner of unlawful contract, combination, conspiracy, monopoly or attempt or intent 374
to monopolize, and all and all manner of misdoing of every kind wherewith he is or intended to be by the said petition charged without this, that there is any other matter, cause or thing in said petition contained material or necessary for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, confessed, traversed, avoided or denied, is true to the knowledge or belief of these defendants; all of which matters and things these defendants are ready and willing to aver, maintain and prove as this Honorable Court shall direct, and prays to be hence dismissed with their costs and charges in this behalf most wrongfully sustained. 375

GUSTAV H. SCHWAB,
H. C. VON POST,
GUSTAV SCHWAB, JR.

CHOATE & LAROCQUE,
Solicitors for said Defendants.
WM. G. CHOATE,
Of Counsel.

376 **The Separate Answer of the Defendant, Norddeutscher Lloyd, Schwab, Schwab, Jr., and Von Post, to the Petition of the United States of America, filed herein on January 4, 1911.**

UNITED STATES DISTRICT COURT,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

In the Second Circuit.

377 THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKET - FARHT - ACTIEN GESELLSCHAFT, and others,
Defendants.

The separate answer of the defendant Norddeutscher Lloyd to the petition of the United States of America, filed herein on January 4, 1911.

378 This defendant answering so much and such parts of said petition as it is advised it is material or necessary for it to make answer unto, says:

FIRST: It admits that said defendant is engaged in foreign trade and commerce as common carrier of passengers and freight and incidentally thereto of third-class or steerage passengers between ports of the United States and the City of Bremen, but it denies that it is a common carrier of passengers and freight or of third-class or steerage passengers between inland points in the United States and inland points or any point or place in Europe, Asia or Africa, and it denies upon information and belief that the other

defendants are common carriers of passengers and freight between inland points of the United States and other countries or otherwise than between ports of the United States and points and places in other countries, except that the defendant Canadian Pacific Railway Company is also a common carrier operating a railroad in the Dominion of Canada, and it denies that it is in respect to such trade violating the provisions of the Act of Congress, passed July 2nd, 1890, entitled, "An Act to protect trade and commerce against unlawful restraints and monopolies," and the acts amendatory thereof and supplemental thereto, or any of them; and it denies in respect to the individual defendants, Gustav H. Schwab, Herman C. Von Post and Gustav Schwab, Junior, called in said petition Gustav H. Schwab, Junior, that they or either of them are or is engaged in foreign trade and commerce as common carriers of passengers and freight, either steerage passengers or otherwise, or that they or either of them are violating in respect to such trade or commerce the provisions of said Act of Congress or the acts amendatory thereof or supplementary thereto or any of them, or that said defendant or the individual defendants above named or any or either of them are engaged in any agreement, contract or combination or conspiracy in restraint of trade or commerce between the United States and foreign countries or in any attempt to monopolize, or any contract, combination and conspiracy to monopolize, or in any existing monopoly of such trade and commerce or any part thereof as set forth in the first article of said petition, or otherwise. And in respect to the other defendants named in said petition this defendant leaves them to make such answer to said petition so far as it avers any act, matter or thing done or intended to be done by them respectively as they shall be advised.

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SECOND: Said defendant admits that at all the times mentioned in said petition the said defendant Norddeutscher Lloyd in said petition referred to as the North German Lloyd Line, was and now is a corporation organized and existing under and by virtue of the laws of the City of Bremen in the Empire of Germany, with an office and place of business and agents in charge thereof in the City, County and State and Southern District of New York, and that at all such times it has been and now is engaged in trade and commerce between the United States of America, and foreign nations, to wit, operating regular lines of
383 steamships from the ports of Baltimore in the State of Maryland and New York, in the State of New York, and the port of Galveston, in the State of Texas, to the port of Bremen, in Germany, and transporting between and to and from said ports on its steamships, freight and passengers for hire, and incidentally thereto that class of passengers ordinarily known and described in the steamship trade as third-class or steerage passengers, and that at all such times it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its steamships, to and from said ports in the United
384 States, and from and to the City of Bremen, in Europe, and has maintained agents in charge of said agencies, but it denies that it has by means of, through or by said agents solicited persons to travel to and from Europe upon its said steamships otherwise than is expressly permitted by the laws of the United States and especially those laws which regulate the immigration of aliens into the United States; and it admits that in the case of all such passengers transported to the United States from said European port it has docked its steamships and landed said passengers at either the port of New York or Baltimore or Gal-

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veston, and in case of such passengers transported to Europe they have embarked upon its steamships at one or the other of said ports.

And said defendant further admits that the defendants, Gustav H. Schwab, Herman C. Von Post and Gustav Schwab, Junior, called in said petition Gustav H. Schwab, Junior, are residents of the State of New York, and of the Southern District of New York, and that the said Gustav H. Schwab, Herman C. Von Post and Gustav Schwab, Junior, are residents of the City and County of New York, and that said three defendants are partners doing business under the firm name and style of Oelrichs & Co., with an office and place of business at No. 5 Broadway, New York City. That ever since the 1st day of January, 1909, said three defendants have, and on and prior to said first day of January, 1909, said Gustav H. Schwab and Herman C. Von Post for many years constituted said firm of Oelrichs & Co., and were, and said three defendants are, the general agents in the United States of the North German Lloyd line and in general charge of its affairs within the United States, and held and hold themselves and their office out to the public as the persons with whom and the place where business may be transacted with the North German Lloyd line except that the said Herman C. Von Post has not within ten years last past taken any active part in said business although still nominally a member of said firm and said Gustav H. Schwab has been absent from the City of New York and taken no active part in said business since March 7th, 1910.

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And this defendant further answering said petition admits that the steamship lines mentioned in said petition are to some extent natural competitors in the business of furnishing facilities for the aforesaid steerage passenger traffic, and it admits and alleges that they are now actively competing with each other

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and with all others in said business in furnishing such facilities, but it denies the existence of the unlawful combination and conspiracy mentioned in the second article of said petition.

THIRD: The said defendant further answering said petition admits that the influx of population from all parts of Europe to the United States has increased from time to time with some fluctuations, and that said traffic back and forth has become large, but it denies that said traffic is or ever has been very lucrative to the steamships engaged therein. It admits that
389 with the increase of this traffic the steamship companies, as the result of a most active competition between them, have extended their facilities for handling it, but it denies that the income from third-class or steerage rates to Europe and North America is one of the most important parts of their revenue. This defendant is ignorant with regard to the accuracy of the averments contained in the third article of said petition as to the average number of third-class or steerage passengers arriving in and departing from the United States, during the last five years, and leaves the petitioner to make such proof thereof as it shall be advised and also with regard to the amount of
390 revenue collected by said steamship companies therefrom, and in regard to the amount of money expended in the United States by immigrants in the purchase of tickets for relatives in Europe to enable them to come to America.

FOURTH: This defendant denies that it has been and upon information and belief that the other defendant corporations named in the petition, or any of them, have been at any time or are now engaged in the United States or in the Southern District of New York, in any unlawful combination or conspiracy to restrain a part of the trade and commerce of

the United States with foreign nations, or to monopolize the same or in a combination and conspiracy to destroy all competition among and between themselves in the business of transporting third-class or steerage passengers by steamships between ports in the United States of America and ports in Europe, or in eliminating, suppressing and destroying all competition in such traffic by any and all persons and corporations other than themselves either in the manner set forth in said petition or otherwise.

FIFTH: This defendant admits upon information and belief that on or about the 5th day of February, 392
1908, at the City of London in England, the corporations named in the fifth article of said petition entered into an agreement in writing, a copy of which believed to be correct, is annexed to the petition and marked "Exhibit A," and that thereby each of the corporations named as defendant in said petition other than the Russian-East Asiatic Steamship Company, Limited, became a member of a voluntary association under the name and style of the "Atlantic Conference," and that said association was by said agreement to maintain an office with a person in charge thereof who should be and is designated and described as Secretary; and the defendant admits on information and belief that the terms of said agreement are 393
with substantial correctness set forth in the division marked "A" in the fifth article of the petition, but this defendant craves leave to refer to the original or a proved copy thereof when produced in Court for greater certainty in respect to the terms thereof.

SIXTH: This defendant has no knowledge whether the said Russian-East Asiatic Steamship Company, known as the Russian-American Line, was, at or about the time alleged in the petition, duly admitted to membership in said Atlantic Conference and to all

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the benefits of the provisions of said contract, but this defendant denies on information and belief that the share or shares of the other lines, parties to the said contract, were in any respect altered so as to provide a percentage of such traffic by the said Russian-American Line, but the defendant admits that the steerage or third-class passenger business of said Russian-American Line was by agreement with the other members of said association regulated in some way the details of which are unknown to this defendant. And this defendant also admits that the
395 provisions of said agreement of February 5th, 1908, were, at or about the time alleged in the petition, extended to remain effective and binding upon the contracting parties up to and including February 28th, 1911, and thereafter to remain effective and binding upon said parties from year to year, unless notice of intention to withdraw from the terms thereof at the end of any year be given by one or more of the parties thereto on or before the 1st day of December in the year in which such notice was given. But this defendant denies that said agreement was unlawful or in violation of the Act of Congress aforesaid of July 2nd, 1890, or of any amendment thereof or supplement thereto and this defendant alleges that said agree-
396 ment was lawful and valid by the laws of England where it was executed and was also lawful and valid as an agreement respecting navigation and commerce on the sea by the laws of the United States and of the other countries to which the contracting parties to said agreement belonged and by the laws of Germany to which the steamships of this defendant belong.

SEVENTH: This defendant further answering admits, on information and belief, that since the adoption of the aforesaid contract the business of the said defendant steamship lines, parties thereto, and of said

Russian-American Line since its said agreement with said other lines and so far as it became a party thereto, insofar as said business consists of the carriage of steerage traffic referred to therein, has been and at the date of the filing of said petition was carried on by each and every of the said corporate defendants in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of resolutions adopted by said contracting parties at meetings held in pursuance thereof, but it denies that all free and natural competition between said lines in the establishment of rates and the furnishing of facilities for such steerage passengers have been and is thereby eliminated.

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EIGHTH: And the said defendant further answering said petition denies, on information and belief, that the successful accomplishment of the objects of said agreement necessarily involved the execution of the terms, scope and intent of said agreement throughout the United States or in the Southern District of New York, or that ever since February 5th, 1908, for the effective accomplishment of the objects of said agreement, each of the individual defendants herein has been or is designated and established by his respective line at his respective office in the United States as agent for such line to carry out and make effective the terms, objects and intent of said agreement in the United States, or that said individual defendants at their respective offices and agencies throughout the United States or in the Southern District of New York at the times mentioned in the petition have carried out and executed acts necessary for the successful accomplishment of the parties of said agreement. But this defendant admits that its said agents in the United States, and upon information and belief that the agents of the other lines in the United States, have

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from time to time received orders and instructions from their respective principals in Europe in respect to the sailing of their steamers respectively and in respect to rates of passage and other business of the line, and that they have complied with and carried out such orders and instructions, some of which orders and instructions may have related to acts required to be done by said principals under the terms of said agreement of February 5th, 1908.

NINTH: And this defendant denies upon information and belief that at a meeting held March 25th,
401 1908, or at any other time, the defendant steamship lines agreed that they should act together to eliminate and destroy the competition of any and all persons and corporations that might then or thereafter operate lines of steamships to carry steerage passengers between Europe and the United States in competition with all or any of defendant steamship lines in the traffic covered by the terms of the said agreement.

TENTH: This defendant further answering says, that at a meeting of the said defendant lines held at the City of London, in England, on or about the 25th day of May, 1908, in order to meet the low net
402 rates which were then offered by a line of steamships, not party to the said agreement, operating between New York and the continent of Europe, it was agreed that one of the lines, parties to this agreement, should quote low rates in competition with said outside line, but this defendant alleges that said low rates so offered by the parties to said agreement have not generally been as low as the net rates offered by the outside line, nor have the net rates of any outside line been undercut, the advertised rates of outside lines being merely nominal and the actual net rates collected being greatly affected by large commissions allowed,

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or pretended to be allowed, to their agents, and by the division of such commissions with the passengers, the rates of said defendants being subject only to the fixed commission of two dollars which their agents are forbidden to divide.

ELEVENTH. This defendant answering so much of the petition as relates to the use of what is called in said petition "fighting steamers" and to the alleged acts of the defendant steamship lines with reference to the Russian Volunteer Fleet, the Russian-American Line and the Northwestern Transport Line, denies that said matters are truly or correctly stated 404
in said petition, and alleges on information and belief the facts in relation thereto to be as follows, and not otherwise:

This defendant admits and alleges that for the purpose only of defending themselves against unfair competition on the part of persons or corporations other than defendant steamship lines, said defendant lines arranged for the use from time to time of steamers belonging to said lines, said arrangements being made by the defendants in Europe to be partially carried into effect by a committee representing them in the City of New York for some time after the execution of said contract but afterwards and down to the present
time as this defendant is informed, carried out wholly 405
by arrangements made by the defendants in Europe, whereby, in case and only in case a steamship was put up for the Atlantic service in competition with the steamships of the defendant steamship lines at such rates of passage as should necessarily involve the carriage of steerage passengers at a loss and at wholly unremunerative rates, with the obvious purpose of diverting said business from the steamships of the defendant steamship lines, a steamship belonging to some one of the defendant lines was selected for the pur-

pose of meeting and preventing the intended effect of such unfair competition, which steamship so selected, being the same which is called in said petition a "fighting steamer," but which this defendant prefers to call, and with greater truth, a "defending steamer," was selected to meet such competition and the defendant admits that in such case the rate of passage advertised for such defending steamer was less than the ordinary rates of passage on the steamships of the defendant lines, but this defendant alleges that the said defendants have not generally reduced the net rate on said defending steamer to the net rate charged for
407 said outside or attacking steamer, and have never undercut the same.

And this defendant admits on information and belief that it was a part of said arrangement that where the said defending steamer secured more steerage passengers than it could lawfully carry the said defendant steamship lines, through said committee or otherwise, provided for carrying such excess at such reduced rate of said defendant steamer on some other of their steamships.

The defendant also admits that some arrangement was made in Europe between the defendant steamship lines for compensation to the line whose steamers
408 were so selected as defending steamers or for the carriage of such excess for the loss sustained by such line in the difference between its regular steerage rate and the rate charged upon said defending steamer or other steamer taking such excess of passengers, but whether the arrangement for such compensation was made in pursuance of the resolution referred to in the petition this defendant is not informed and leaves the petitioner to make such proof thereof as it shall be advised.

And this defendant admits on information and belief than this system of meeting the competition of

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outside persons or corporations was adopted and carried into effect with reference to steamships put in competition with those of the defendant lines or some of them, by the Russian Volunteer Fleet and the Russian-American Line before the latter line made some agreement as hereinbefore stated with said other defendant lines.

This defendant admits and alleges that in or about the month of June, 1908, there was competition between the steamships of the Russian Volunteer Fleet and the steamships of some of the defendant steamship lines, the Russian Volunteer Fleet running its steamers between New York and Libau and touching at Rotterdam, but the defendant denies on information and belief that at that time or afterwards the defendant lines or any committee of said lines selected a steamer to run between the port of New York and the port of Libau.

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And this defendant denies on information and belief that in any such competition the net rate of passage charged on the steamer of the defendant lines was ever put at a sum below the net rate charged by the Russian Volunteer Fleet, and it alleges that such net rate so charged on the defendant lines was generally above the net rate charged by the Russian Volunteer Fleet.

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And this defendant admits on information and belief that the rates which the said defendants were thus obliged to charge to meet the competition of said Russian Volunteer Fleet were in every such instance so low that neither the Russian Volunteer Fleet nor any other steamship company could possibly make the same profitable or remunerative; and this defendant is ignorant as to the amount of financial loss, if any, which said Russian Volunteer Fleet incurred in the conduct of its third class or steerage traffic, and leaves the petitioner to make such proof thereof as it shall be advised if the same is material.

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And this defendant admits that in or about the month of July, 1908, the said Russian Volunteer Fleet withdrew its steamships from said service between the ports of New York and Libau via Rotterdam, and has never since operated said line, but this defendant denies that said action was any detriment or loss to the public or to persons desiring to procure third-class or steerage transportation between New York and Russia.

And this defendant alleges that since the 1st of January, 1908, up to the time of such withdrawal, the third-class travel from Europe to the United States

413 has been vastly less than in any previous year since about 1898.

And the defendant denies that the Russian Volunteer Fleet was driven out of business by the acts of the defendant steamship lines or any of them.

And this defendant denies that the ships of the Russian Volunteer Fleet were suitable for the trade between Libau and New York via Rotterdam, and alleges that said ships were built for an entirely different trade and were not suitable or well adapted to the Atlantic service.

This defendant on information and belief further alleges that said Russian Volunteer Fleet upon the

414 withdrawal of its steamers was in some way merged with the Russian-American Line, the particulars of which merger are unknown to the defendant, and that the said Russian-American Line continued for a time thereafter as it had before a similar unfair system of competition with some of the steamships of the other defendant lines.

And this defendant further answering alleges that from the month of March to the month of September, inclusive, in the year 1908, the said Russian-American Line carried on with its steamships a similar unfair competition with some of the steamships of the other

defendant lines and that the defendants met said competition in the manner hereinbefore stated with regard to the competition of the Russian Volunteer Fleet; but this defendant denies that at any time the net rates charged upon the defending steamships of the defendant steamship lines were less than or generally as low as the net rates so charged upon the steamers of the said Russian-American Line.

And the defendant admits and alleges that the rates charged upon the steamships of said Russian-American Line as well as upon the said defending steamers of the other defendant lines were so low that neither 416
the Russian-American Line nor any other line could make said business profitable or remunerative, and the defendant is ignorant to what extent, if at all, the Russian-American Line incurred financial loss in the conduct of its third-class or steerage passenger traffic thereby and it leaves the petitioner to make such proof thereof as it shall be advised.

And this defendant further answering admits that in or about September, 1908, some arrangement was made between said Russian-American Line and the other defendant lines under which or in consequence of which its said business was carried on and has since been carried on in harmony with the other defendant steamship lines, but this defendant denies that either 417
the said Russian-American Line or either of the other defendant lines had in said business or in said transactions been guilty of any unlawful or wrongful act whether alleged in said petition or otherwise or became parties of any unlawful contract, combination or conspiracy or that the people of the United States have suffered any loss or detriment thereby.

This defendant further admits that at the time alleged in the petition about April 1st, 1909, the party or person or persons calling themselves the Uranium Steamship Company, Limited, whether incorporated

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under the laws of Great Britain or otherwise, this defendant is ignorant, began to operate and has since operated a line of steamships under the name of New York and Continental Line, afterwards called the Northwest Transport Line, between New York and Rotterdam, carrying third-class or steerage passengers; that said business has been in competition with similar business on the part of some of the defendant lines; that the rates at which said Uranium Steamship Company, Limited, advertised to carry such passengers were below a fair and reasonable rate for the service offered.

419 This defendant further answering admits that this competition was met by the defendant lines in the same manner in which they had met the competition instituted by the Russian Volunteer Fleet and the Russian-American Line as hereinbefore described, and it denies that in any case the net rate charged on the defending steamer in such case was less than or generally as low as that charged by said Uranium Steamship Company for its steamers or that the defendants cut said rates as alleged in said petition.

And this defendant further denies that any such cut rates for such defending steamers or as they are called in the petition "fighting steamers" are now

420 or have since March 1910 been put in force by notices sent out by the individual defendants to the agents throughout the United States for the sale of tickets for third class steerage transportation on the defendant lines or otherwise.

And this defendant further answering alleges that the measures taken by the defendant lines for the purpose of meeting the unfair competition of said Northwest Transport Line has not been for the purpose of excluding said line from a participation in said traffic or for effectuating the restraint or monopoly of said traffic or that said Northwest Trans-

port Line has thereby at any time been prevented from obtaining a fair and reasonable share of said traffic or has been forced to carry such of it as it has secured at a financial loss, and that said measures have had for their purpose only the defense of the business of the defendant lines from an unfair attack upon them by the said Northwest Transport Line using its steamships in an attempt by an unfair and ruinous competition to divert said business or some part of it from said defendant steamship lines or some of them.

And this defendant further answering alleges that 422
it has not in any of the measures taken to meet the competition of said Russian Volunteer Fleet, Russian-American Line or said Northwest Transport Line, been guilty of any unfair or unlawful competition, but that by the measures so taken by it, it has only met unfair and unreasonable and ruinous competition by lawful and proper methods of defense.

TWELFTH: And this defendant further answering denies on information and belief that the defendant steamship lines have agreed in pursuance of any unlawful combination or conspiracy that no one of them shall continue in its employ as agent for the sale of ticket over its line, any person who shall act as 423
agent for the sale of third-class or steerage tickets over any independent line in competition with said defendants' lines or that measures provided for thereunder are employed by this defendant or the other defendant lines within the United States or in the Southern District of New York for or on behalf of this defendant or of said other defendants or as a part of any illegal or oppressive attack upon the said Northwest Transport Company, but this defendant alleges that long before said agreement of February 5th, 1908, was made, an agreement was made be-

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tween some or all of the defendant lines and others that no one of the lines making such agreement would employ as agent for the sale of tickets over its line, any person who should act for the sale of tickets over any line other than the lines who were parties to said agreement; that this arrangement was made in self defense and by reason of frauds theretofore perpetrated by ticket agents employed by the lines who were parties to such agreement in betraying the interest of their principals by cutting rates and diverting business from the Lines so employing
425 them and deceiving and defrauding persons applying to them for passage and committing other frauds not only upon their principals but upon the traveling public; that said agreement so made was a perfectly valid and lawful agreement and was not in itself nor constituted any part of any agreement in restraint of trade or in violation of the provisions of said act of July 2, 1890, or any act in amendment of or supplemental thereto; that it has been uniformly so far as this defendant has any knowledge, acted upon by all well conducted Steamship Lines and has contributed largely to the benefit of the public and to the honest conduct of such steerage business as carried on by said defendant lines.

426 And this defendant further answering, denies that this defendant or said other defendant lines have arbitrarily fixed their rates for steerage transportation so as to bring about the arbitrary division of traffic as alleged in said petition or to maintain rates at an artificial level or to yield the highest net return to them, or that by any such action in fixing said rates, this defendant or the defendant lines have deprived or are depriving the public of the benefit of the normal division of traffic between persons and corporations engaged in such traffic according to the needs and convenience of the public, or that the rates

charged in said traffic by this defendant or by said other defendant lines have ever been in any respect excessive or unreasonable. On the contrary thereof, this defendant alleges that the rates charged in said steerage business by this defendant and by said other defendants since said agreement of February 5th, 1908, went into effect, have in all cases, been reasonable and no more than a fair equivalent for the services rendered and the accommodations furnished to travelers upon their steamships, that the defendant Steamship Lines do not by the operation under said agreement, or otherwise, fix or agree upon rates, and 428
that the distribution of the said business among them thereby, is not abnormal or unnatural, but as a reasonable arrangement for the stability and convenient conduct of said business, and is greatly for the benefit of the people of the United States.

THIRTEENTH: And this defendant further answering, denies that by the said contract or any practices thereunder described in said petition or otherwise, the said defendant steamship lines have obtained or attempted to obtain a virtual monopoly of any part of the commerce of the United States with foreign nations. It admits upon information and belief, that a large part, but what percentage is unknown to de- 429
fendant, of the total third-class or steerage passenger traffic between Europe and North America is now carried in the ships belonging to the defendant steamship lines, but defendant denies that 75% or any part of said total steerage passenger traffic is regulated, limited and restrained by means of said contract.

FOURTEENTH: And this defendant further answering said petition, alleges that steerage or third-class passengers traveling between the United States and the countries to which the ships of defendants' lines sail, have never had better and safer transportation

and accommodations at less cost than have been furnished by the defendant lines since the agreement of February 5th, 1908, was entered into, that the rates of steerage passage have not since that time been increased over such rates prior thereto, sufficiently to compensate the owners of the ships for the diminution in the purchasing power of money or for the increased facilities and accommodations offered by them or the increased cost of operation; that since said contract was made, competition between the parties to said contract has been active in increasing the size of their ships and improving
431 the conditions of the service; that this competition has been more active than at any previous time and the effect of it has been constantly to increase and improve the accommodations offered to steerage passengers; that the abrogation or annulment of the contract of February 5th, 1908, would lead to rate wars, destructive competition in the steerage business between the defendant lines and other parties who are free to enter upon said business; that such competition and rate wars would make it impossible to furnish such steerage or third-class passengers the accommodations and service which they now receive, and would be a great detriment to the public; that the
432 effect of such rate war or competition would be the driving out of business many of the weaker lines, and tend to create a monopoly of the business in a very few of the strongest lines, those having greater capital and ability to continue in said business in spite of said ruinous competition; that prior to the making of this contract, there were periods of such destructive competition, actually driving out of business several steamship companies which had long operated between Europe and the port of New York, carrying steerage passengers.

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FIFTEENTH: And this defendant further answering, says that in the absence of international agreement or treaty between the United States and the countries to which said ships belong, there is and can be no regulating authority which can authorize the establishment and maintenance of reasonable, stable and equitable rates of passage in said traffic, otherwise than by fair and reasonable agreement in relation thereto by and among the persons or corporations engaged therein, and that to maintain their services to the public on a permanent basis and with security and comfort to their passengers, this defendant and the other defendant lines, parties to the said contract of February 5th, 1908, have been compelled to contract with one another, as was done in said contract, for the reasonable regulation of said traffic, and that the making of said agreement and the acts of the defendants under it have at all times been, and now are, a benefit to the people of the United States and in accordance with the policy of the United States in respect to the carriage of passengers on the sea and particularly in respect to the immigration of aliens to the United States, and that said agreement is not in undue restraint of trade or commerce, but is a valid contract, and so far as it affects the foreign commerce of the United States, is a valid and reasonable regulation thereof, and not a violation of said Act of July 2, 1890, or any amendment of, or supplement thereto, and that said business has not resulted in more than a just and reasonable compensation to this defendant or to the other defendant lines for the expense incurred and the service rendered by them in the carriage of passengers.

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Wherefore, this defendant avers that the said agreement of February 5th, 1908, is not, and does not, create or tend to create an undue, unreasonable or un-

lawful restraint of trade or commerce, nor a monopoly or attempt at monopoly of any part of said commerce.

This defendant having answered fully, the petition herein, denies all and all manner of unlawful contract, combination, conspiracy, monopoly, or attempt or intent to monopolize, and all and all manner of misdoing of every kind wherewith it is or intended to be by the said petition charged, without this, that there is any other matter, cause or thing in said petition contained material or necessary for this defendant to make answer unto, and not herein or hereby
437 well and sufficiently answered, confessed, traversed, avoided or denied, is true to the knowledge or belief of this defendant; all of which matters and things, this defendant is ready and willing to aver, maintain and prove as this Honorable Court shall direct, and prays to be hence dismissed with its costs and charges in this behalf most wrongfully sustained.

WITNESS, the seal hereto affixed which is adopted for the purpose as the corporate seal of said corporation, there being no such corporate seal within the United States, and said seal being so affixed by the general agents of said corporation within the United
438 States.

NORDDEUTSCHER LLOYD,
by Oelrichs & Co., (L. S.)
its general agents.
GUSTAV H. SCHWAB,
H. C. VON POST,
GUSTAV SCHWAB, JR.

CHOATE & LAROCQUE,
Solicitors for Defendant, Norddeutscher Lloyd.
WM. G. CHOATE,
Of Counsel.

Answer of the Allan Line Steamship Company, Limited.

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IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE SECOND CIRCUIT.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG - AMERIKANISCHE PACKET - FARHT - ACTIEN GESELLSCHAFT, and others, Defendants.	In Equity.

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The separate answer of the defendant The Allan Line Steamship Company, Limited, to the Petition of the United States of America, filed herein on January 4th, 1911.

This defendant, answering unto so much and such parts of said Petition as it is advised it is material and necessary for it to make answer unto, says:

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1. Answering Part I of the Petition, this defendant admits that the defendant steamship lines herein, except the Canadian Pacific Railway Company, are engaged in foreign trade and commerce as common carriers of passengers and freight, including third-class, or steerage passengers, between ports in the United States and ports in Europe, but it denies that it is engaged as a common carrier of passengers and freight between inland points in the United States and ports or inland points in Europe, Asia and Africa, and it denies upon information and belief that any of the other defendant steamship lines except the Canadian

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Pacific Railway Company is so engaged. In regard to the Canadian Pacific Railway Company, this defendant believes that said Company is not engaged as a common carrier of passengers and freight between ports in the United States and ports in Europe, and therefore denies that this is the fact, but this defendant has no information, knowledge or belief as to whether said Canadian Pacific Railway Company is engaged as a common carrier of passengers and freight, including third-class or steerage passengers, between inland points in the United States and ports and inland
443 points in Europe, Asia and Africa. This defendant denies that in respect to said commerce in which it is engaged, or otherwise, it is violating, or ever has violated, in any way, any of the provisions of the Act of the Congress of the United States entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," approved July 2nd, 1890, and upon information and belief, it makes the same denial as regards the other defendant steamship lines.

2. Answering Part II of the Petition, it admits the allegations contained in paragraph 1.

Answering paragraph 2, it admits that the defendant Bryce J. Allan is a resident of the State of Massa-
444 chusetts, and is and for many years has been, engaged in business under the firm name and style of H. & A. Allan, with an office and place of business at the City of Boston, in the State of Massachusetts. It denies that the said Bryce J. Allan has been or now is employed by and acting for the Allan Line in the capacity of general agent and manager of its business in the United States, or has had, or now has, charge of the affairs in the United States, of the Allan Line in connection with its business; but it admits and says that the said Bryce J. Allan is the manager of its business in Massachusetts, and represents himself and his said

office, respectively, to be the person with whom and the place at which business may be transacted with the Allan Line in Massachusetts.

It denies each and every allegation contained in paragraph 24, except that it admits that some of the defendant steamship lines are in some respects natural competitors.

Upon information and belief, generally, but without information as to many of such allegations concerning the others defendants, it admits the allegations contained in paragraphs numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23. 446

3. Answering Part III of the Petition, this defendant admits that the steerage traffic to and from Europe has been large, that the steamship companies engaged in carrying such traffic have extended their facilities for handling the same, and that the income from that description of traffic is an important part of their revenue, and except as to the allegations so admitted, this defendant says that it has no knowledge, information or belief in regard to the allegations contained in said Part "III" of the petition.

4. Answering Part IV of the Petition, this defendant denies each and every allegation contained in said Part IV of the petition, in so far as the same applies to it, and upon information and belief, it denies each and every allegation therein contained in so far as the same applies to the other defendants. 447

5. Answering paragraph 1 of Subdivision A of Part V of the petition, this defendant admits that on or about February 5th, 1908, at the City of London, England, it entered into an agreement with the other defendant steamship lines, a copy of which agreement is annexed to the petition and marked "Exhibit A." It believes such copy to be substantially correct, but

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for greater certainty craves leave to refer to the original thereof when the same shall be produced. This defendant denies that in becoming a party to said agreement, it entered into any unlawful combination or conspiracy, or into any conspiracy whatever, or that said agreement was or is unlawful. This defendant says that said agreement was and is lawful under the laws of England where it was made, and under the laws of Great Britain which govern this defendant and its steamships, and that it does not and never did violate the laws of the United States.

449 6. This defendant admits the allegations contained in paragraphs numbered 2, 3, 4, 5, 6, 7, 8 and 9, of Subdivision A of Part V of the petition, in so far as they set forth the provisions of said agreement dated February 5th, 1908, but it denies the allegations contained in the petition in regard to the meaning, legal effect and intent of said agreement, and for greater certainty craves leave to refer to the original of said agreement when the same shall be produced.

7. Answering Subdivision B of Part V of the petition, this defendant admits that at about the time mentioned in the petition the Russian-American Line was admitted to membership in the Atlantic Conference and to the provisions of said contracts, and that the shares of the lines parties to said contract were in some respects altered so as to provide a percentage of said steerage traffic for the Russian-American Line.

450

It admits that by the terms of said contract of February 5th, 1908, the same was to remain effective up to and including February 28th, 1911, and thereafter, from year to year, unless notice of intention to withdraw therefrom at the end of any year should be given by one or more of the parties thereto on or before the first day of December of the year in which such notice should be given, as in said contract provided.

8. Answering paragraph 1 of Subdivision C of Part V of the petition, this defendant admits, on information and belief, that since the adoption of the aforesaid contract, the business of the said defendant steamship lines, in so far as it consists of the steerage traffic referred to therein and in so far as said contract applies thereto, has been and at the date of filing the petition was carried on by the defendant steamship lines in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of resolutions adopted by said contracting parties at meetings held in pursuance thereof, 452
but it denies that all free and natural competition between said lines in the establishment of rates and the furnishing of facilities for such steerage traffic has been or is thereby eliminated, and it denies that said contract ever was or is unlawful.

9. Answering paragraph 2 of Subdivision C of Part V of the petition, this defendant denies, on information and belief that the successful accomplishment of the objects of said agreement necessarily involved the execution of the terms, scope and intent of said agreement throughout the United States, or in the Southern District of New York, or that ever since February 5, 1908, for the effective accomplishment of 453
the objects of said agreement, each of the individual defendants herein has been or is designated and established by his respective line at his respective office in the United States, as agent for such line, to carry out and make effective the terms, objects and intent of said agreement in the United States, or that said individual defendants, at their respective offices and agencies throughout the United States, or in the Southern District of New York, at the times mentioned in the petition, have carried out and executed acts necessary for the successful accomplishment of the

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purposes of the parties to said agreement. It denies that said agreement was or is unlawful or that it was entered into in pursuance of any unlawful combination or conspiracy.

10. Answering the first sentence of paragraph 3 of Subdivision C of Part V of the petition, this defendant denies each and every allegation contained therein, except that it admits that its agents in the United States and, upon information and belief, that the agents of the other defendant lines in the United States, have from time to time received orders and in-
455 structions from their respective principals in Europe, in respect to the sailing of their steamers and in respect to rates of passage and other business of their lines respectively, and that they have complied with and carried out such orders and instructions.

11. This defendant denies each and every allegation of that portion of Subdivision C of Part V of the petition entitled "Agreement to Destroy Competition of Independent Lines."

12. Further answering, this defendant says that in order to meet low rates, then offered by a line of steamships not a party to said contract of February 5, 1908,
456 operating between New York and the Continent of Europe, the said defendant lines agreed, at a meeting held at the City of London, in England, on or about May 25th, 1908, that one of such lines should, when necessary, quote low rates in competition with the rates of said outside line.

13. Answering that portion of Subdivision C of Part V of the petition entitled "Arrangement to use so-called 'fighting steamers' to destroy competition," this defendant denies that the facts are correctly stated in the petition and alleges the facts to be as follows:

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It admits and says that in pursuance of said agreement of May 25th, 1908, and for the purpose of defending themselves against competition by steamship lines other than the defendant lines, said defendant lines arranged for the use from time to time of steamers belonging to them, so that in case and only in case a steamship belonging to a line not a party to said contract of February 5, 1908, should be scheduled to sail eastbound from the port of New York to a European port and should offer unremunerative steerage rates necessarily involving the carriage of steerage passengers at a loss, for the obvious purpose of 458
diverting steerage business from the steamships of the defendant lines, a steamship belonging to one of the defendant lines would be selected to sail from the port of New York at about the same time and to carry steerage passengers at rates lower than the ordinary steerage rates on the steamships of the defendant lines, for the purpose of meeting and preventing the intended effect of such competition. Said arrangements with regard to the so-called "fighting steamers" were made by the defendant steamship companies in Europe, and, so long as this defendant was a party thereto, were partly carried into effect by a committee representing them in the City of New York. This
defendant denies that so long as it was a party to 459
said arrangements the steerage rates on any steamer so selected by the defendant lines were ever reduced lower than was necessary to meet such competition and to prevent the defendant lines from being deprived of their share of the steerage traffic from New York to European ports. It admits that so long as it was a party to such arrangements whenever any so-called "fighting steamer" secured more steerage passengers than it could lawfully carry, the defendant steamship lines through said committee or otherwise arranged for carrying such excess passengers at the

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advertised steerage rates of such "fighting steamer" on some other of their steamships and that the line or lines carry such excess steerage passengers at such reduced rates was or were compensated by the other defendant steamship lines by payments amounting for each passenger so carried to the difference between the regular advertised steerage rate of such line and such reduced rate.

This defendant says that on December 16, 1908, it gave due notice of its intention to withdraw from participation in said arrangement to use so-called "fighting steamers" and on January 17, 1908, it did duly
461 withdraw therefrom and since then it has not had and it has not now any connection with or participation in said arrangement or any obligation thereunder.

14. Answering that portion of Subdivision C of Part V of the Petition entitled "Competitors are crushed" this defendant admits on information and belief that the method hereinabove described of meeting the competition of lines not parties to the Atlantic Conference was employed to meet the competition of steamships of the Russian Volunteer Fleet and of the Russian-American Line operating and carrying steerage passengers between the port of New York and
462 the port of Libau in Russia. It denies that said method was employed to suppress the competition of said last mentioned lines or that such competition was crushed thereby, but it says that said method was employed solely to protect the lawful business of the defendant lines and not to effect the objects of any unlawful contract, combination or conspiracy whatever.

15. The defendant denies each and every allegation contained in the paragraph of subdivision C of Part V of the petition entitled "The Russian Volunteer Fleet is Driven out of Business," except that it admits on information and belief that from March to June,

1908, the said Russian Volunteer Fleet frequently advertised its steamships to sail from the port of New York to the port of Libau in Russia, and advertised for and solicited persons to sail as third class or steerage passengers on such ships, and that when such ships were so advertised to sail, said defendant lines selected a steamer and advertised the same to sail from the port of New York on or about the day that the ship of the Russian Volunteer Fleet was so advertised to sail and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates of the defendant lines and low enough but not lower 464
than necessary to meet the competition of said ship of the Russian Volunteer Fleet, and except that it admits that in the month of July, 1908, or shortly prior thereto, said Russian Volunteer Fleet withdrew its steamships from such service, and has ever since ceased to operate said line. This defendant says that the steerage rates charged on said ships of the Russian Volunteer Fleet and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian Volunteer Fleet nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss.

16. This defendant says that in the year 1908 the 465
business of transporting steerage passengers between the United States and Europe was greatly depressed. Upon information and belief, it says that the Russian Volunteer Fleet was in that year making low steerage rates, west and east bound, in order to create traffic, but the movement of steerage passengers was so light that its voyages were conducted at a loss, as was also the case in that year with the voyages of the ships of the defendant lines. Upon information and belief, this defendant says that the withdrawal of the Russian Volunteer Fleet was occasioned partly by the small volume of traffic and partly by the entrance of

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the Russian American Line as a competitor into the trade between Libau and New York, and by losses of the Russian Volunteer Fleet in no way due to any act or acts of the defendant lines or of any thereof.

17. Upon information and belief, this defendant says that when the Russian Volunteer Fleet withdrew, the Russian American Line took over and assumed its contracts for the carriage of steerage passengers under an arrangement between it and the Russian Volunteer Fleet, of the terms of which this defendant has no knowledge.

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18. This defendant believes, and therefore says that the withdrawal of the ships of the Russian Volunteer Fleet from the service between New York and Libau caused no detriment or loss to the public or to persons desiring to procure steerage transportation between New York and Libau.

19. Answering that portion of subdivision C of Part V. of the Petition entitled "The Russian American Line is driven out of competition and forced into the unlawful combination and conspiracy," this defendant admits and says on information and belief that from the month of March until the month of

468 September, 1908, the Russian American Line was engaged in operating its line of steamships from the port of New York to the port of Libau, in Russia, and carried thereon third class or steerage passengers, and that frequently during said period, it advertised its steamships to sail from said port of New York, and advertised for and solicited persons to travel upon its ships as third class or steerage passengers, and that in each such instance the defendant lines selected a steamer and advertised the same to sail at or about the same time as the ship of the Russian American Line, and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates

of the defendant lines and low enough but not lower than necessary to meet the competition of said ship of the Russian American Line. This defendant says that the steerage rates charged on said ships of the Russian American Line and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian American-Line, nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss.

It admits that at about the time mentioned in the petition the Russian American-Line became a party to the Atlantic Conference and has since carried on its business under said contract dated Feb. 5, 1908, in 470
so far as the same applies thereto. It denies any unfair or unlawful competition by the defendant lines with the Russian-American Line. By reason of the unremunerative rates charged this defendant believes that the Russian-American Line incurred financial loss in the conduct of its steerage traffic, but denies that the Russian-American Line sought admission to the Atlantic Conference in order to be permitted to continue in said business; or that since its admission to said Conference it has been conducting its said business free from competition with the other defendant lines. It denies that the Atlantic Conference is an unlawful combination or conspiracy, or that the contract of 471
February 5, 1908, was or is unlawful, or that the people of the United States have suffered any loss or detriment therefrom or from any act of any of the defendants thereunder.

20. Answering that portion of Subdivision C. of Part V. of the Petition entitled "Unfair competition against the Uranium Steamship Company," this defendant denies that it has any knowledge or information sufficient to form a belief as to each and every allegation thereof except that it denies on information and belief that the defendant steamship lines have

agreed in pursuance of any unlawful combination or conspiracy that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with said defendant lines or that measures provided for thereunder are employed by the individual defendants within the United States or in the Southern District of New York on behalf of the defendant lines as a part of any illegal attack upon said North West Transport Line. This defendant says
473 that long before said contract of February 5, 1908 was made, an agreement was entered into between some or all of the defendant lines and others that no one of the lines so agreeing would employ as agent for the sale of tickets over its line any person who should act for the sale of tickets over any line other than the line so agreeing; that this agreement was made in self defense to guard against frauds by ticket agents in sacrificing the interests of their principals by cutting rates and diverting business from the lines employing them by deceiving and defrauding persons to whom they sold tickets, and by committing other frauds upon the traveling public as well as upon their principals; that said agreement was and is valid and
474 lawful and has promoted the public convenience and the honest conduct of the transatlantic steerage business.

21. This defendant denies each and every allegation contained in that portion of Subdivision C of Part V. of the Petition entitled "Excessive and arbitrary rates are charged by defendants for steerage transportation."

22. Answering that paragraph of subdivision C of Part V. of the Petition entitled "Penal enforcement of the terms of the unlawful contract," this defend-

ant denies that since the adoption of the contract of February 5th, 1908, any of the parties thereto has been subjected to any duress or constraint in conducting its steerage business, and refers to the terms of said contract for the particulars thereof.

23. Answering Part VI. of the Petition this defendant denies that the defendant steamship lines have obtained or attempted to obtain a virtual or any monopoly of any part of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations, and it denies that said contract was or is unlawful, or that it 476
was or is a party to any unlawful contract, combination or conspiracy, or to any conspiracy whatever. It says that it has no knowledge or information sufficient to form a belief as to what per cent of the total third-class or steerage passenger traffic between Europe and North America was carried in ships belonging to the defendant steamship lines at the date of the filing of the Petition herein.

24. Further answering this defendant says that the act of Congress of the United States of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies" does not apply to the business of transporting passengers 477
upon the ocean between ports of the United States and ports of Europe. But it says that even if said acts should be held to apply to such business said agreement among the defendant steamship lines of February 5, 1908, does not come within the prohibitions thereof because said agreement is not an agreement in restraint of trade or commerce with foreign nations and the effect thereof is not to monopolize or to attempt to monopolize any part of such trade or commerce. Said agreement is necessary for the protection and development of that portion of the trade and com-

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merce of the United States with foreign nations which consists in the transportation of steerage passengers between ports of the United States and European ports, and is a reasonable regulation thereof tending to promote and not to restrain the same.

25. This defendant further answering says that the practices of unscrupulous agents formerly caused great losses to the steamship companies operating between the United States and Europe, and great losses and hardships to persons travelling in the steerage. As long as there was wholly unregulated competition
479 among the steamship lines and no understanding whatever among them, there were "general steamship agents" in New York City with agencies in the interior of the country, and the latter used to issue orders for tickets from New York to Europe on their connection in New York which did not mention any line or steamer and which the agent sold at a price which was acceptable to him. The agent in New York met purchasers of such orders on their arrival in New York, placed them in a boarding house which he either owned or controlled, where he extorted from them all the money he could get, while with the ticket orders in his pocket he went from steamship office to steamship
480 office seeking the lowest rate at which he could get his passengers transported. The steamship lines fought these vicious methods in every possible way, and the desire to protect steerage passengers from extortion at the hands of unscrupulous agents and to put the business on a decent basis was one of the principal motives which led to the formation of the Atlantic Conference by said agreement of February 5, 1908, and of other Conferences which preceded it.

26. Further answering this defendant says that the history of the transatlantic steamship trade shows that unregulated competition has always led to disastrous

rate wars, ruinous to the steamship companies and harmful to the public in that they deprived the public, of improvements in ships and service which the Companies, because of their losses, were unable to make. Another disadvantage to the public was the inability of weaker lines to endure the strain of such wars and the curtailment of service consequent upon their retirement. Prior to said contract of February 5, 1908, a number of important steamship lines which had long operated between Europe and the port of New York, carrying steerage passengers, were driven out of business by the effect of rate wars growing out of unregulated competition. In one of these rate wars steerage 482
rates between New York and Europe went as low as $10 per passenger, out of which sum agents received a commission of $3, $4, and even $5. Only the strongest lines could survive such wars and even they made a precarious living as is shown by the long series of years in which transatlantic steamship lines did not pay any dividends to their stockholders. This defendant says that one of the main objects of said agreement of February 5, 1908, was to prevent the recurrence of such ruinous rate wars which in the past have been so harmful to the public as well as to the steamship companies. It avers that the effect of said agreement is not to destroy competition among the 483
parties thereto, but only to regulate such competition reasonably so that all the steamship companies parties thereto may exercise a reasonable and beneficial control over the agencies for the sale of steerage tickets, and may charge fair, reasonable and stable rates, and thus be able to meet the constant public demand for better ships and better accommodations without substantial increase of rates, and so that the weaker lines may be able to live and compete for and retain fair shares of such steerage traffic.

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27. This defendant further answering says that the evils of unregulated competition among American roads have long been recognized and they have been practically done away with since the passage of the Interstate Commerce Act through the regulation exercised thereunder by the Interstate Commerce Commission. The injurious effects of rate wars among ocean carriers are, however, much greater than in the case of rate wars among railroads. The competition to which railroads are exposed is far less intense than that to which ocean carriers are exposed. In order
485 to construct a railroad a very large capital must be provided, a franchise must be secured, a right of way obtained, and tracks must be laid. Every railroad has a substantial amount of local uncompetitive business which helps it to live through a rate war involving its competitive business. No franchise, on the other hand, is required to sail the high seas. All the business of an ocean steamship company is competitive. There are no limits to the potential competition. Any person with capital enough to assemble a few steamers may start a competition which may result in demoralizing the whole transatlantic carrying trade. The need of regulation is, therefore, much greater in the case of the transatlantic steamship com-
486 panies than in the case of the railroads. It is an impressive fact that for many years with the knowledge of all departments of the government the railroads from New York to the west have apportioned among themselves the business of transporting immigrants from New York to their western destinations in accordance with an agreement similar to that among the defendant steamship lines which is attacked in the present suit. The Interstate Commerce Commission in 1904 investigated this so-called immigrant passenger pool of the railroads and decided that under the circumstances it was the best method of handling that

class of traffic, not only for the railroads, but for the immigrants themselves. This permitted agreement among the railroads applies to the very same passengers which the defendant steamship lines carry under a similar agreement which the petitioner in this suit charges to be unlawful.

28. The transportation facilities and accommodations for steerage passengers have never been so good as since the formation of the Atlantic Conference under the agreement of February 5, 1908, and the competition of the different lines in providing larger and safer steamers with improved facilities and ac- 488
commodations has never been so active as since the date of said agreement. For the purpose of maintaining and strengthening its position in the transatlantic business this defendant is now constructing two large new steamships at a cost of about $2,000,000 each, which is about four times the cost of the best steamships it had in service a few years ago. Notwithstanding the great betterment of the accommodations provided and the great increase in the cost of steamers, the price for steerage transportation is very little more than the normal rate charged many years prior to the making of said agreement of February 5, 1908, although the accommodations now provided 489
are greatly superior to those then furnished. The slight increase in the rate does not compensate the carriers for the decrease in the purchasing power of money which has taken place, nor for the cost of the improved facilities and accommodations now offered. Improvements of the kind now being made cannot be continued unless the steamship companies have some assurance that reasonably remunerative and stable rates can be maintained and that they will not be exposed to the hazards attendant upon the violent fluctuations of rates which always have accompanied wholly unregulated competition. Such assurance they

can only obtain through some form of moderate and reasonable regulation such as is provided by said agreement of February 5, 1908.

29. This defendant further answering says that in the absence of an international agreement there is and can be no regulating authority between the United States and the countries to which the ships of the defendant steamship lines belong which can authorize the establishment and maintenance of reasonable, fair and stable rates for the transportation of steerage passengers except by fair and reasonable agreement
491 in relation thereto by and among the persons or corporations engaged in such transportation, and therefore, in order to provide proper, safe and commodious service for the said steerage traffic this defendant and the other defendant lines, parties to said contract of February 5, 1908, have been compelled to agree with one another, as was done in said contract, for the reasonable regulation of said traffic. The transportation of steerage passengers since the date of said contract has not resulted in more than a just and reasonable compensation to this defendant or to the other defendant lines for the expense incurred and the service rendered by them in the carriage of such passengers.

492 30. This defendant denies each and every allegation contained in the petition and not hereinbefore specifically admitted. Having thus made full answer to all the matters and things contained in the petition, this defendant prays to be dismissed hence with its costs in this behalf incurred.

SPOONER & COTTON,
Solicitors for the Defendant the Allan
Line Steamship Company, Limited.

JOHN C. SPOONER,
JOSEPH P. COTTON, JR.,
GEORGE RUBLEE,
Of Counsel.

THE ALLAN LINE STEAMSHIP
COMPANY, LIMITED,
By

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IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK IN THE SECOND CIRCUIT.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT and others, Defendants.	In Equity. 494

The separate answer of the defendant the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft to the petition of the United States of America, filed herein on January 4th, 1911.

This defendant answering unto so much and such parts of said petition as it is advised it is material and necessary for it to make answer unto, says:

1. Answering Part I of the petition this defendant 495 admits that the defendant steamship lines herein, except the Canadian Pacific Railway Company, are engaged in foreign trade and commerce as common carriers of passengers and freight, including third-class, or steerage passengers, between ports in the United States and ports in Europe, but it denies that it is engaged as a common carrier of passengers and freight between inland points in the United States and ports or inland points in Europe, Asia or Africa, and on information and belief it denies that any of the other defendant steamship lines except the Canadian Pacific

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Railway Company is so engaged. In regard to the Canadian Pacific Railway Company, this defendant believes that said Company is not engaged as a common carrier of passengers and freight between ports in the United States and ports in Europe, and therefore denies that this is the fact, but this defendant has no information, knowledge or belief as to whether said Canadian Pacific Railway Company is engaged as a common carrier of passengers and freight, including third-class or steerage passengers, between inland
497 points in the United States and ports and inland points in Europe, Asia and Africa. This defendant denies that in respect to said commerce in which it is engaged, or otherwise, it is violating, or ever has violated, in any way any of the provisions of the Act of the Congress of the United States entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," approved July 2nd, 1890, and upon information and belief it makes the same denial as regards the other defendant steamship lines.

2. Answering Part II of the petition it admits the allegations contained in paragraph 13.

It admits the allegations contained in paragraph 14,
498 but it says that the term "resident director" as applied to the defendant Emil L. Boas is merely descriptive of his functions as general agent of this defendant in the United States. Said Emil L. Boas is not a member of the board of directors of this defendant and has no authority to represent this defendant outside of the United States.

It denies each and every allegation contained in paragraph 24, except that it admits that some of the defendant steamship lines are in some respects natural competitors.

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Upon information and belief generally, but without information as to many of such allegations concerning the other defendants, it admits the allegations contained in paragraphs numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

3. Answering Part III of the petition, this defendant admits that the steerage traffic to and from Europe has been large, that the steamship companies engaged in carrying such traffic have extended their facilities for handling the same, and that the income from that description of traffic is an important part of their 500 revenue, and except as to the allegations so admitted this defendant says that it has no knowledge, information or belief in regard to the allegations contained in said Part "III" of the petition.

4. Answering Part IV of the petition this defendant denies each and every allegation contained in said Part IV of the petition, in so far as the same applies to it, and upon information and belief, it denies each and every allegation therein contained in so far as the same applies to the other defendants.

5. Answering paragraph 1 of Subdivision A of Part V of the petition, this defendant admits that on 501 or about February 5th, 1908, at the City of London, England, it entered into an agreement with the other defendant steamship lines, a copy of which agreement is annexed to the petition and marked "Exhibit A." It believes such copy to be substantially correct, but for greater certainty craves leave to refer to the original thereof when the same shall be produced. This defendant denies that in becoming a party to said agreement it entered into any unlawful combination or conspiracy, or into any conspiracy whatever, or that said agreement was or is unlawful. This de-

fendant says that said agreement was and is lawful under the laws of England where it was made, and under the laws of Germany which govern this defendant and its steamships, and that it does not and never did violate the laws of the United States.

6. This defendant admits the allegations contained in paragraphs numbered 2, 3, 4, 5, 6, 7, 8 and 9, of Subdivision A of Part V of the petition, in so far as they set forth the provisions of said agreement dated February 5th, 1908, but it denies the allegations
503 contained in the petition in regard to the meaning, legal effect and intent of said agreement, and for greater certainty craves leave to refer to the original of said agreement when the same shall be produced.

7. Answering Subdivision B of Part V of the petition this defendant admits that at about the time mentioned in the petition the Russian-American Line was admitted to membership in the Atlantic Conference and to the provisions of said contracts, and that the shares of the lines parties to said contract were in some respects altered so as to provide a percentage of said steerage traffic for the Russian-American Line.

It admits that by the terms of said contract of
504 February 5th, 1908, the same was to remain effective up to and including February 28th, 1911, and thereafter from year to year, unless notice of intention to withdraw therefrom at the end of any year should be given by one or more of the parties thereto on or before the first day of December of the year in which such notice should be given, as in said contract provided.

8. Answering paragraph 1 of Subdivision C of Part V of the Petition this defendant admits, on information and belief, that since the adoption of the afore-

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said contract, the business of the said defendant steamship lines, in so far as it consists of the carriage of the steerage traffic referred to therein and in so far as said contract applies thereto, has been and at the date of filing this petition was carried on by the defendant steamship lines in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of resolutions adopted by said contracting parties at meetings held in pursuance thereof, but it denies that all free and natural competition between said lines in the establishment of rates and the furnishing of facilities for such steerage traffic has been or is thereby eliminated, and it denies that said contract ever was or is unlawful.

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9. Answering paragraph 2 of Subdivision C of Part V of the Petition this defendant denies, on information and belief that the successful accomplishment of the objects of said agreement necessarily involved the execution of the terms, scope and intent of said agreement throughout the United States, or in the Southern District of New York, or that ever since February 5, 1908, for the effective accomplishment of the objects of said agreement, each of the individual defendants herein has been or is designated and established by his respective line at his respective office in the United States, as agent for such line, to carry out and make effective the terms, objects and intent of said agreement in the United States, or that said individual defendants, at their respective offices and agencies throughout the United States, or in the Southern District of New York, at the times mentioned in the Petition, have carried out and executed acts necessary for the successful accomplishment of the purposes of the parties to said agreement. It denies that said agreement was or is unlawful or that it was entered into in pursuance of any unlawful combination or conspiracy.

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10. Answering the first sentence of paragraph 3 of Subdivision C of Part V of the Petition, this defendant denies each and every allegation contained therein, except that it admits that its agents in the United States and, upon information and belief, that the agents of the other defendant lines in the United States, have from time to time received orders and instructions from their respective principals in Europe, in respect to the sailing of their steamers and in respect to rates of passage and other business of their
509 lines respectively, and that they have complied with and carried out such orders and instructions.

11. This defendant denies each and every allegation of that portion of subdivision of C of Part V of the Petition entitled "Agreement to Destroy Competition of Independent Lines."

12. Further answering, this defendant says that in order to meet low rates, then offered by a line of steamships not a party to said contract of February 5, 1908, operating between New York and the Continent of Europe, the said defendant lines agreed, at a meeting held at the City of London, in England, on or about May 25th, 1908, that one of such lines should,
510 when necessary, quote low rates in competition with the rates of said outside line.

13. Answering that portion of Subdivision C of Part V of the Petition entitled "Arrangement to use so-called 'fighting steamers' to destroy competition," this defendant denies that the facts are correctly stated in the Petition and alleges the facts to be as follows:

It admits and says that in pursuance of said agreement of May 25, 1908, and for the purpose of defending themselves against unfair competition by steamship lines other than the defendant lines, said defend-

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ant lines arranged for the use from time to time of steamers belonging to them, so that in case and only in case a steamship belonging to a line not a party to said contract of February 5, 1908, should be scheduled to sail eastbound from the port of New York to a European port and should offer unremunerative steerage rates necessarily involving the carriage of steerage passengers at a loss, for the obvious purpose of diverting steerage business from the steamships of the defendant lines, a steamship belonging to one of the defendant lines would be selected to sail from the port of New York at about the same time and to carry steerage passengers at rates lower than the ordinary steerage rates on the steamships of the defendant lines, for the purpose of meeting and preventing the intended effect of such unfair competition. Said arrangements with regard to the so-called "fighting steamers" were made by the defendant steamship companies in Europe, but until March, 1910, were partly carried into effect by a committee representing them in the City of New York. This defendant denies that the steerage rates on any steamer so selected by the defendant lines were ever reduced lower than was necessary to meet such unfair competition and to prevent the defendant lines from being deprived of their fair share of the steerage traffic from New York to European ports. It admits that whenever any so-called "fighting steamer" secured more steerage passengers than it could lawfully carry, the defendant steamship lines through said committee or otherwise arranged for carrying such excess passengers at the advertised steerage rates of such "fighting steamer" on some other of their steamships and that the line or lines carrying such excess steerage passengers at such reduced rates was or were compensated by the other defendant steamship lines by payments amounting for

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each passenger so carried to the difference between the regular advertised steerage rate of such line and such reducted rate.

14. Answering that portion of Subdivision C of Part V of the Petition entitled "Competitors are crushed" this defendant admits, on information and belief that the method hereinabove described of meeting the competition of lines not parties to the Atlantic Conference was employed to meet the unfair competition of steamships of the Russian Volunteer Fleet
515 and of the Russian-American Line operating and carrying steerage passengers between the port of New York and the port of Libau in Russia. It denies that said method was devised or employed to suppress the competition of said last mentioned lines or that such competition was crushed thereby, but it says that said method was devised and employed solely to protect the business of the defendant lines and not to effect the objects of any unlawful contract, combination or conspiracy whatever.

15. The defendant denies each and every allegation contained in the paragraph of subdivision C of Part V of the petition entitled "The Russian Volunteer
516 Fleet is Driven out of Business," except that it admits that from March to June, 1908, the said Russian Volunteer Fleet frequently advertised its steamships to sail from the port of New York to the port of Libau in Russia, and advertised for and solicited persons to sail as third-class or steerage passengers on such ships, and that when such ships were so advertised to sail, said defendant lines selected a steamer and advertised the same to sail from the port of New York on or about the day that the ship of the Russian Volunteer Fleet was so advertised to sail and advertised a rate for steerage passengers on such steamer lower than the regular

steerage rates of the defendant lines and low enough but not lower than necessary to meet the competition of said ship of the Russian Volunteer Fleet, and except that it admits that in the month of July, 1908, or shortly prior thereto, said Russian Volunteer Fleet withdrew its steamships from such service, and has ever since ceased to operate said line. This defendant says that the steerage rates charged on said ships of the Russian Volunteer Fleet and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian Volunteer Fleet nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss. 518

16. This defendant says that in the year 1908, the business of transporting steerage passengers between the United States and Europe was greatly depressed. Upon information and belief, it says that the Russian Volunteer Fleet was in that year making low steerage rates, west and eastbound, in order to create traffic, but the movement of steerage passengers was so light that its voyages were conducted at a loss, as was also the case in that year with the voyages of the ships of the defendant lines. Upon information and belief, this defendant says that the withdrawal of the Russian Volunteer Fleet was occasioned partly by the small volume of traffic and partly by the entrance of the Russian American Line as a competitor into the trade between Libau and New York, and by losses of the Russian Volunteer Fleet in no way due to any act or acts of the defendant lines or of any thereof. 519

17. Upon information and belief, this defendant says that when the Russian Volunteer Fleet withdrew, the Russian American Line took over and assumed its contracts for the carriage of steerage passengers under an arrangement between it and the Russian Volunteer

520 Fleet, of the terms of which this defendant has no knowledge.

18. This defendant believes, and therefore says that the withdrawal of the ships of the Russian Volunteer Fleet from the service between New York and Libau caused no detriment or loss to the public or to persons desiring to procure steerage transportation between New York and Libau.

19. Answering that portion of subdivision C of Part V of the petition entitled "The Russian American
521 Line is driven out of competition and forced into the unlawful combination and conspiracy," this defendant admits and says that from the month of March until the month of September, 1908, the Russian American Line was engaged in operating its line of steamships from the port of New York to the port of Libau, in Russia, and carried thereon third-class or steerage passengers, and that frequently during said period, it advertised its steamships to sail from said port of New York, and advertised for and solicited persons to travel upon its ships as third-class or steerage passengers, and that in each such instance the defendant lines selected a steamer and advertised the same to
522 sail at or about the same time as the ship of the Russian American Line, and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates of the defendant lines and low enough but not lower than necessary to meet the competition of said ship of the Russian American line. This defendant says that the steerage rates charged on said ships of the Russian American Line and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian American Line, nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss.

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It admits that at about the time mentioned in the petition the Russian American-Line became a party to the Atlantic Conference and has since carried on its business under said contract dated Feb. 5, 1908, in so far as the same applies thereto. It denies any unfair or unlawful competition by the defendant lines with the Russian-American Line. By reason of the unremunerative rates charged this defendant believes that the Russian-American Line incurred financial loss in the conduct of its steerage traffic, but denies that the Russian-American Line sought admission to the 524
Atlantic Conference in order to be permitted to continue in said business; or that since its admission to said Conference it has been conducting its said business free from competition with the other defendant lines. It denies that the Atlantic Conference is an unlawful combination or conspiracy, or that the contract of February 5, 1908, was or is unlawful, or that the people of the United States have suffered any loss or detriment therefrom or from any act of any of the defendants thereunder.

20. Answering that portion of Subdivision C of Article V of the petition entitled "Unfair competition against the Uranium Steamship Company," this de- 525
fendant says it has no information as to whether the Uranium Steamship Company is a corporation organized and existing under the Laws of Great Britain. It admits that about April 1, 1909, said company began to operate, and has ever since operated, a regular line of steamships under the name of the North West Transport Line between the ports of New York and Rotterdam, and began to carry and has ever since carried steerage passengers thereby between said ports without being a party to said contract of February 5, 1908. It says that the rates at which said Uranium

Steamship Company advertised to carry steerage passengers were below a fair and reasonable rate for the service offered. It admits that the defendant lines met this competition in the same manner in which they had met the competition of the Russian Volunteer Fleet and of the Russian-American Line, as hereinbefore described. It admits that in March, 1910, the aforesaid committee in New York was disbanded, and that since then the so-called "fighting steamers" have been selected and their rates for steerage transportation
527 have been fixed by the defendant steamship lines in Europe. It denies that such rates are now or since March, 1910, have been put in force by notices sent out by the individual defendants to the agents throughout the United States for the sale of tickets for third-class steerage transportation on the defendant lines. It says that the measures taken by the defendant lines for the purpose of meeting the competition of said North West Transport Line were lawful and necessary for the protection of the business of the defendant lines and were not adopted for the purpose of excluding said North West Transport Line from a participation in said traffic or of effectuating any restraint or monopoly of said traffic. It denies that said North West Trans-
528 port Line has at any time been prevented from obtaining a fair and reasonable share of said traffic and as to whether the traffic which it has obtained was or was not secured at a financial loss this defendant has no knowledge or information sufficient to form a belief.

It denies on information and belief that the defendant steamship lines have agreed in pursuance of any unlawful combination or conspiracy that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with said defendant

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lines or that measures provided for thereunder are employed by the individual defendants within the United States or in the Southern District of New York on behalf of the defendant lines as a part of any illegal attack upon said North West Transport Line. This defendant says that long before said contract of February 5, 1908, was made, an agreement was entered into between some or all of the defendant lines and others that no one of the lines so agreeing would employ as agent for the sale of tickets over its line any person who should act for the sale of tickets over any 530
line other than the lines so agreeing; that this agreement was made in self defense to guard against frauds by ticket agents in sacrificing the interests of their principals by cutting rates and diverting business from the lines employing them and by deceiving and defrauding persons applying to them for passage, and by committing other frauds upon the travelling public as well as upon their principals; that said agreement was and is valid and lawful and has promoted the public convenience and the honest conduct of the trans-atlantic steerage business.

21. This defendant denies each and every allegation contained in that portion of Subdivision C of Part V 531
of the Petition entitled "Excessive and arbitrary rates are charged by defendants for steerage transportation."

22. Answering that paragraph of subdivision C of Part V of the Petition entitled "Penal enforcement of the terms of the unlawful contract," this defendant denies that since the adoption of the contract of February 5th, 1908, any of the parties thereto has been subjected to any duress or constraint in conducting its steerage business, and refers to the terms of said contract for the particulars thereof.

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23. Answering Part VI of the Petition this defendant denies that the defendant steamship lines have obtained or attempted to obtain a virtual or any monopoly of any part of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations, and it denies that said contract was or is unlawful, or that it was or is a party to any unlawful contract, combination or conspiracy, or to any conspiracy whatever. It says that it has no knowledge or information sufficient to form a belief as to what per cent of the total third-class or steer-
533 age passenger traffic between Europe and North America was carried in ships belonging to the defendant steamship lines at the date of the filing of the Petition herein.

24. Further answering this defendant says that the act of the Congress of the United States of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies" does not apply to the business of transporting passengers upon the ocean between ports of the United States and ports of Europe. But it says that even if said act should be held to apply to such business said
534 agreement among the defendant steamship lines of February 5, 1908, does not come within the prohibitions thereof because said agreement is not an agreement in restraint of trade or commerce with foreign nations and the effect thereof is not to monopolize or to attempt to monopolize any part of such trade or commerce. Said agreement is necessary for the protection and development of that portion of the trade and commerce of the United States with foreign nations which consists in the transportation of steerage passengers between ports of the United States and

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European ports, and is a reasonable regulation thereof tending to promote and not to restrain the same.

25. This defendant further answering says that the practices of unscrupulous agents formerly caused great losses to the steamship companies operating between the United States and Europe, and great losses and hardships to persons travelling in the steerage. As long as there was wholly unregulated competition among the steamship lines and no understanding whatever among them, there were "general steamship agents" in New York City with agencies in the interior 536
of the country, and the latter used to issue orders for tickets from New York to Europe on their connection in New York, which did not mention any line or steamer and which the agent sold at a price which was acceptable to him. The agent in New York met purchasers of such orders on their arrival in New York, placed them in a boarding house which he either owned or controlled, where he extorted from them all the money he could get, while with the ticket orders in his pocket he went from steamship office to steamship office seeking the lowest rate at which he could get his passengers transported. The steamship lines fought these vicious methods in every possi- 537
ble way, and the desire to protect steerage passengers from extortion at the hands of unscrupulous agents and to put the business on a decent basis was one of the principal motives which led to the formation of the Atlantic Conference by said agreement of February 5, 1908, and of other Conferences which preceded it.

26. Further answering this defendant says that the history of the transatlantic steamship trade shows that unregulated competition has always led to disastrous rate wars, ruinous to the steamship companies and harmful to the public in that they deprived the public

of improvements in ships and service which the Companies, because of their losses, were unable to make. Another disadvantage to the public was the inability of weaker lines to endure the strain of such wars and the curtailment or service consequent upon their retirement. Prior to said contract of February 5, 1908, a number of important steamship lines which had long operated between Europe and the port of New York, carrying steerage passengers, were driven out of business by the effect of rate wars growing out
539 of unregulated competition. In one of these rate wars steerage rates between New York and Europe went as low as $10 per passenger, out of which sum agents received a commission of $3, $4, and even $5. Only the strongest lines could survive such wars and even they made a precarious living as is shown by the long series of years in which transatlantic steamship lines did not pay any dividends to their stockholders. Taking this defendant as an example, it is the fact that the Hamburg-American Line paid no dividends whatever in the years 1873, 1874, 1875, 1876, 1877, 1884, 1885, 1892, 1893 and 1894. This defendant says that one of the main objects of said agreement of Febru-
540 ary 5, 1908, was to prevent the recurrence of such ruinous rate wars which in the past have been so harmful to the public as well as to the steamship companies. It avers that the effect of said agreement is not to destroy competition among the parties thereto, but only to regulate such competition reasonably so that all the steamship companies parties thereto may exercise a reasonable and beneficial control over the agencies for the sale of steerage tickets, and may charge fair, reasonable and stable rates, and thus be able to meet the constant public demand for better ships and better accommodations without substantial increase of rates, and so that the weaker lines may be able to live and

compete for and retain fair shares of such steerage traffic.

27. This defendant further answering says that the evils of unregulated competition among American railroads have long been recognized and they have been practically done away with since the passage of the Interstate Commerce Act through the regulation exercised thereunder by the Interstate Commerce Commission. The injurious effects of rate wars among ocean carriers are, however, much greater than in the case of rate wars among railroads. The competition 542
to which railroads are exposed is far less intense than that to which ocean carriers are exposed. In order to construct a railroad a very large capital must be provided, a franchise must be secured, a right of way obtained, and tracks must be laid. Every railroad has a substantial amount of local uncompetitive business which helps to live through a rate war involving its competitive business. No franchise, on the other hand, is required to sail the high seas. All the business of an ocean steamship company is competitive. There are no limits to the potential competition. Any person with capital enough to assemble a few steamers may start a competition which may result in demoralizing the whole transatlantic carrying trade. The need 543
of regulation is, therefore, much greater in the case of the transatlantic steamship companies than in the case of the railroads. It is an impressive fact that for many years with the knowledge of all departments of the government the railroads from New York to the west have apportioned among themselves the business of transporting immigrants from New York to their western destinations in accordance with an agreement similar to that among the defendant steamship lines which is attacked in the present suit. The

544 Interstate Commerce Commission in 1904 investigated this so-called immigrant passenger pool of the railroads and decided that under the circumstances it was the best method of handling that class of traffic, not only for the railroads, but for the immigrants themselves. This permitted agreement among the railroads applies to the very same passengers which the defendant steamship lines carry under a similar agreement which the petitioner in this suit charges to be unlawful.

545 28. This defendant further answering says that the transportation facilities and accommodations for steerage passengers have never been so good as since the formation of the Atlantic Conference under the agreement of February 5, 1908, and the competition of the different lines in providing larger and safer steamers with improved facilities and accommodations has never been so active as since the date of said agreement. As examples of the result of such competition may be mentioned the steamers Olympic and Titanic of the White Star Line of 45,000 tons each, the Aquitania now in course of construction by the Cunard Line of approximately 48,000 tons, and the
546 three steamers being built by the Hamburg-American Line of the Imperator class of about 50,000 tons. Notwithstanding the great betterment of the accommodations provided and the great increase in the cost of steamers, which twenty-three years ago for the finest steamers was about $2,000,000 each, and now is about $8,000,000 each, the price for steerage transportation is very little more than the normal rate charged many years prior to the making of said agreement of February 5, 1908, although the accommodations now provided are greatly superior to those then furnished. The slight increase in the rate certainly

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does not compensate the carriers for the decrease in the purchasing power of money which has taken place, nor for the cost of the improved facilities and accommodations now offered. Improvements of the kind now being made cannot be continued unless the steamship companies have some assurance that reasonably remunerative and stable rates can be maintained and that they will not be exposed to the hazards attendant upon the violent fluctuations of rates which always have accompanied wholly unregulated competition upon the ocean. Such assurance they can only obtain through some form of moderate and reasonable regulation such as is provided by said agreement of February 5, 1908.

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29. This defendant further answering says that in the absence of an international agreement there is and can be no regulating authority between the United States and the countries to which the ships of the defendant steamship lines belong which can authorize the establishment and maintenance of reasonable, fair and stable rates for the transportation of steerage passengers except by fair and reasonable agreement in relation thereto by and among the persons or corporations engaged in such transportation, and therefore, in order to provide proper, safe and commodious service for the said steerage traffic this defendant and the other defendant lines, parties to said contract of February 5, 1908, have been compelled to agree with one another, as was done in said contract, for the reasonable regulation of said traffic. The transportation of steerage passengers since the date of said contract has not resulted in more than a just and reasonable compensation to this defendant or to the other defendant lines for the expense incurred and the service rendered by them in the carriage of such passengers.

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30. This defendant denies each and every allegation contained in the Petition and not hereinbefore specifically admitted. Having thus made full answer to all the matters and things contained in the Petition, this defendant prays to be dismissed hence with its costs in this behalf incurred.

SPOONER & COTTON,
Solicitors for the defendant the Hamburg-Amerikanische Packet-Fahrt-Actien-Gesellschaft.

551 JOHN C. SPOONER,
JOSEPH P. COTTON, JR.,
GEORGE RUBLEE,
Of Counsel.

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT,
By

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Answer of Emil L. Boas.

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IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK IN THE SECOND CIRCUIT.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT and others, Defendants.	In Equity.

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The separate answer of the defendant Emil L. Boas to the Petition of the United States of America, filed herein on January 4th, 1911.

This defendant answering unto so much and such parts of said Petition as he is advised it is material and necessary for him to make answer unto, says:

1. Answering Part I of the Petition he admits that the defendant steamship lines herein, except the Canadian Pacific Railway Company, are engaged in foreign trade and commerce as common carriers of passengers and freight, including third-class, or steerage passengers, between ports in the United States and ports in Europe, but he denies that the Hamburg-American Line is or, upon information and belief, that any of the other defendant lines except the Canadian Pacific Railway Company is engaged as a common carrier of passengers and freight between inland points in the United States and ports or inland points in Europe, Asia and Africa. In regard to the Canadian Pacific Railway Company, he believes that said Com-

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pany is not engaged as a common carrier of passengers and freight between ports in the United States and ports in Europe, and therefore denies that this is the fact, but he has no information, knowledge or belief as to whether said Canadian Pacific Railway Company is engaged as a common carrier of passengers and freight including third-class or steerage passengers, between inland points in the United States and ports or inland points in Europe, Asia and Africa. He denies that in respect to said commerce in which the Hamburg-American Line is engaged, or otherwise,
557 it is violating, or ever has violated, in any way any of the provisions of the Act of the Congress of the United States entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," approved July 2nd, 1890, and upon information and belief he makes the same denial as regards the other defendant steamship lines.

2. Answering Part II of the Petition he admits the allegations contained in paragraph 13.

He admits the allegations contained in paragraph 14, but he says that the term "resident director" as applied to himself is merely descriptive of his functions as general agent of the Hamburg-American Line
558 in the United States. He denies that he is a member of the board of directors of the Hamburg-American Line or that he has any authority to represent it outside of the United States.

He denies each and every allegation contained in paragraph 24, except that he admits that some of the defendant steamship lines are in some respects natural competitors.

Upon information and belief generally, but without information as to many of such allegations concerning the other defendants, he admits the allegations contained in paragraphs numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

3. Answering Part III of the Petition, he admits that the steerage traffic to and from Europe has been large, that the steamship companies engaged in carrying such traffic have extended their facilities for handling the same, and that the income from that description of traffic is an important part of their revenue, and except as to the allegations so admitted he says that he has no knowledge, information or belief in regard to the allegations contained in said Part III of the Petition.

4. Answering Part IV of the Petition he denies each and every allegation contained in said Part IV 560
of the Petition, in so far as the same applies to the Hamburg-American Line or to himself, and upon information and belief, he denies each and every allegation therein contained in so far as the same applies to the other defendants.

5. Answering paragraph 1 of Subdivision A of Part V of the Petition, he admits that on or about February 5th, 1908, at the City of London, England, the Hamburg-American Line entered into an agreement with the other defendant steamship lines, a copy of which agreement is annexed to the Petition and marked "Exhibit A." He believes such copy to be substantially correct, but for greater certainty craves 561
leave to refer to the original thereof when the same shall be produced. He denies that in becoming a party to said agreement the Hamburg-American Line entered into any unlawful combination or conspiracy, or into any conspiracy whatever, or that said agreement was or is unlawful. He says that said agreement was and is lawful under the laws of England where it was made, and under the laws of Germany which govern the Hamburg-American Line and its steamships, and that it was not and is not in violation of the laws of the United States.

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6. He admits the allegations contained in paragraphs numbered 2, 3, 4, 5, 6, 7, 8 and 9 of Subdivision A of Part V of the Petition, in so far as they set forth the provisions of said agreement dated February 5th, 1908, but he denies the allegations contained in the Petition in regard to the meaning, legal effect and intent of said agreement, and for greater certainty craves leave to refer to the original of said agreement when the same shall be produced.

7. Answering Subdivision B of Part V of the Petition he admits that at about the time mentioned in the
563 Petition the Russian-American Line was admitted to membership in the Atlantic Conference and to the provisions of said contract, and that the shares of the lines parties to said contract were in some respects altered so as to provide a percentage of said steerage traffic for the Russian-American Line

He admits that by the terms of said contract of February 5th, 1908, the same was to remain effective up to and including February 28th, 1911, and thereafter from year to year, unless notice of intention to withdraw therefrom at the end of any year should be given by one or more of the parties thereto on or before the first day of December of the year in which
564 such notice should be given, as in said contract provided.

8. Answering paragraph 1 of Subdivision C of Part V of the Petition he admits, on information and belief, that since the adoption of the aforesaid contract, the business of the said defendant steamship lines, in so far as it consists of the steerage traffic referred to therein and in so far as said contract applies thereto, has been and at the date of filing this petition was carried on by the defendant steamship lines in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of resolu-

tions adopted by said contracting parties at meetings held in pursuance thereof, but he denies that all free and natural competition between said lines in the establishment of rates and the furnishing of facilities for such steerage traffic has been or is thereby eliminated, and he denies that said contract ever was or is unlawful.

9. Answering paragraph 2 of Subdivision C of Part V of the Petition he denies, on information and belief, that the successful accomplishment of the objects of said agreement necessarily involved the execution of the terms, scope and intent of said agreement 566 throughout the United States, or in the Southern District of New York, or that ever since February 5, 1908, for the effective accomplishment of the objects of said agreement, each of the individual defendants herein has been or is designated and established by his respective line at his respective office in the United States, as agent for such line, to carry out and make effective the terms, objects and intent of said agreement in the United States, or that said individual defendants, at their respective offices and agencies throughout the United States, or in the Southern District of New York, at the times mentioned in the Petition, have carried out and executed acts necessary 567 for the successful accomplishment of the purposes of the parties to said agreement. He denies that said agreement was or is unlawful or that it was entered into in pursuance of any unlawful combination or conspiracy.

10. Answering the first sentence of paragraph 3 of Subdivision C of Part V of the Petition, he denies each and every allegation contained therein, except that he admits that he has from time to time received orders and instructions from his principal in Europe, and, upon information and belief, that the agents of

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the other defendant lines in the United States, have from time to time received orders and instructions from their respective principals in Europe, in respect to the sailing of steamers and in respect to rates of passage and other business, and that he and they have complied with and carried out such orders and instructions.

11. He denies each and every allegation of that portion of subdivision C of Part V of the Petition entitled "Agreement to destroy competition of independent lines."

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12. Further answering, he says that in order to meet low rates, then offered by a line of steamships not a party to said contract of February 5, 1908, operating between New York and the Continent of Europe, the said defendant lines agreed, at a meeting held at the City of London, in England, on or about May 25th, 1908, that one of such lines should, when necessary, quote low rates in competition with the rates of said outside line.

13. Answering that portion of subdivision C of Part V of the Petition entitled "Arrangement to use so-called 'fighting steamers' to destroy competition,"

570 he denies that the facts are correctly stated in the Petition and alleges the facts to be as follows:

He admits and says that in pursuance of said agreement of May 25, 1908, and for the purpose of defending themselves against competition by steamship lines other than the defendant lines, said defendant lines arranged for the use from time to time of steamers belonging to them, so that in case and only in case a steamship belonging to a line not a party to said contract of February 5, 1908, should be scheduled to sail eastbound from the port of New York to a European port and should offer unremunerative steerage rates

necessarily involving the carriage of steerage passengers at a loss, for the obvious purpose of diverting steerage business from the steamships of the defendant lines, a steamship belonging to one of the defendant lines would be selected to sail from the port of New York at about the same time and to carry steerage passengers at rates lower than the ordinary steerage rates on the steamships of the defendant lines, for the purpose of meeting and preventing the intended effect of such competition. Said arrangements with regard to the so-called "fighting steamers" were made by the defendant steamship companies in Europe, but until March, 1910, were partly carried into effect by a committee representing them in the City of New York. This defendant denies that the steerage rates on any steamer so selected by the defendant lines were ever reduced lower than was necessary to meet such competition and to prevent the defendant lines from being deprived of their fair share of the steerage traffic from New York to European ports. He admits that whenever any so-called "fighting steamer" secured more steerage passengers than it could lawfully carry, the defendant steamship lines through said committee or otherwise arranged for carrying such excess passengers at the advertised steerage rates of such "fighting steamer" on some other of their steamships and that the line or lines carrying such excess steerage passengers at such reduced rates was or were compensated by the other defendant steamship lines by payments amounting for each passenger so carried to the difference between the regular advertised steerage rate of such line and such reduced rate.

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14. Answering that portion of Subdivision C of Part V of the petition entitled "Competitors are crushed" he admits on information and belief that the method hereinabove described of meeting the competi-

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tion of lines not parties to the Atlantic Conference was employed to meet the competition of steamships of the Russian Volunteer Fleet and of the Russian-American Line operating and carrying steerage passengers between the port of New York and the port of Libau in Russia. He denies that said method was employed to suppress the competition of said last mentioned lines or that such competition was crushed thereby, but he says that said method was employed solely to protect the lawful business of the defendant lines and not to effect the objects of any unlawful
575 contract, combination or conspiracy whatever.

15. He denies each and every allegation contained in the paragraph of Subdivision C of Part V of the petition entitled "The Russian Volunteer Fleet is Driven out of Business," except that he admits that from March to June, 1908, the said Russian Volunteer Fleet frequently advertised its steamships to sail from the port of New York to the port of Libau in Russia, and advertised for and solicited persons to sail as third-class or steerage passengers on such ships, and that when such ships were so advertised to sail, said defendant lines selected a steamer and advertised the same to sail from the port of New York on
576 or about the day that the ship of the Russian Volunteer Fleet was so advertised to sail and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates of the defendant lines and low enough but not lower than necessary to meet the competition of said ship of the Russian Volunteer Fleet, except that he admits that in the month of July, 1908, or shortly prior thereto, said Russian Volunteer Fleet withdrew its steamships from such service, and has ever since ceased to operate said line. He says that the steerage rates charged on said ships of the Russian Volunteer Fleet and on the steamers so se-

lected by the defendant lines to meet their comptition were so low that neither the Russian Volunteer Fleet nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss.

16. He says that in the year 1908 the business of transporting steerage passengers between the United States and Europe was greatly depressed. Upon information and belief, he says that the Russian Volunteer Fleet was in that year making low steerage rates, west and eastbound, in order to create traffic, but the movement of steerage passengers was so light that its 578
voyages were conducted at a loss as was also the case in that year with the voyages of the ships of the defendant lines. Upon information and belief, he says that the withdrawal of the Russian Volunteer Fleet was occasioned partly by the small volume of traffic and partly by the entrance of the Russian-American Line as a competitor into the trade between Libau and New York, and by losses of the Russian Volunteer Fleet in no way due to any act or acts of the defendant lines or of any thereof.

17. Upon information and belief, he says that when the Russian Volunteer Fleet withdrew, the Russian-American Line took over and assumed its contracts 579
for the carriage of steerage passengers under an arrangement between it and the Russian Volunteer Fleet of the terms of which he has no knowledge.

18. He believes, and therefore says that the withdrawal of the ships of the Russian Volunteer Fleet from the service between New York and Libau caused no detriment or loss to the public or to persons desiring to procure steerage transportation between New York and Libau.

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19. Answering that portion of Subdivision C of Part V of the petition entitled "The Russian-American Line is driven out of competition and forced into the unlawful combination and conspiracy," he admits and says that from the month of March until the month of September, 1908, the Russian-American Line was engaged in operating its line of steamships from the port of New York to the port of Libau, in Russia, and carried thereon third-class or steerage passengers, and that frequently during said period, it advertised its steamships to sail from said port of New
581 York, and advertised for and solicited persons to travel upon its ships as third-class or steerage passengers, and that in each such instance the defendant lines selected a steamer and advertised the same to sail at or about the same time as the ship of the Russian-American Line, and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates of the defendant lines and low enough but not lower than necessary to meet the competition of said ship of the Russian-American Line. He says that the steerage rates charged on said ships of the Russian-American line and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian-American
582 Line, nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss.

He admits that at about the time mentioned in the petition the Russian-American Line became a party to the Atlantic Conference and has since carried on its business under said contract dated Feb. 5, 1908, in so far as the same applied thereto. He denies any unfair or unlawful competition by the defendant lines with the Russian-American Line. By reason of the unremunerative rates charged this defendant believes that the Russian-American Line incurred financial loss in

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the conduct of its steerage traffic, but denies that the Russian-American Line sought admission to the Atlantic Conference in order to be permitted to continue in said business; or that since its admission to said conference it has been conducting its said business free from competition with the other defendant lines. He denies that the Atlantic Conference is an unlawful combination or conspiracy, or that the contract of February 5, 1908, was or is unlawful, or that the people of the United States have suffered any loss or detriment therefrom or from any act of any of the defendants thereunder.

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20. Answering that portion of Subdivision C of Part V of the petition entitled "Unfair Competition against the Uranium Steamship Company," this defendant says he has no information as to whether the Uranium Steamship Company is a corporation organized and existing under the laws of Great Britain. He admits that about April 1, 1909, said company began to operate, and has ever since operated, a regular line of steamships under the name of the North West Transport Line and other names between the ports of New York and Rotterdam, and began to carry and has ever since carried steerage passengers thereby between said ports without being a party to said contract of February 5, 1908. He says that the rates at which said Uranium Steamship Company advertised to carry steerage passengers were below a fair and reasonable rate for the service offered. He admits that the defendant lines met this competition in the same manner in which they had met the competition of the Russian Volunteer Fleet and of the Russian-American Line, as hereinbefore described. He admits that in March, 1910, the aforesaid committee in New York was disbanded, and that since then the so-called "fighting steamers" have been selected and their rates for steer-

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age transportation have been fixed by the defendant steamship lines in Europe. He denies that such rates are now or since March, 1910, have been put in force by notices sent out by the individual defendants to the agents throughout the United States for the sale of tickets for third-class steerage transportation on the defendant lines. He says that the measures taken by the defendant lines for the purpose of meeting the competition of said North West Transport Line were lawful and necessary for the protection of the business of the defendant lines and were not adopted for the
587 purpose of excluding said North West Transport Line from a participation in said traffic or of effectuating any restraint or monopoly of said traffic. He denies that said North West Transport Line has at any time been prevented from obtaining a fair and reasonable share of said traffic, and as to whether the traffic which it has obtained was or was not secured at a financial loss he has no knowledge or information sufficient to form a belief.

He denies on information and belief that the defendant steamship lines have agreed in pursuance of any unlawful combination or conspiracy that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act
588 as agent for the sale of third-class or steerage tickets over any independent line in competition with said defendant lines or that measures provided for thereunder are employed by the individual defendants within the United States or in the Southern District of New York on behalf of the defendant lines as a part of any illegal attack upon said North West Transport Line. He says that long before said contract of February 5, 1908, was made, an agreement was entered into between some or all of the defendant lines and others that no one of the lines so agreeing would employ as agent for the sale of tickets over its line

any person who should act for the sale of tickets over any line other than the lines so agreeing; that this agreement was made in self defence to guard against frauds by ticket agents in sacrificing the interests of their principals by cutting rates and diverting business from the lines employing them and by deceiving and defrauding persons to whom they sold tickets, and by committing other frauds upon the traveling public as well as upon their principals; that said agreement was and is valid and lawful and has promoted the public convenience and the honest conduct of the trans-atlantic steerage business.

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21. He denies each and every allegation contained in that portion of Subdivision C of Part V of the petition entitled "Excessive and arbitrary rates are charged by defendants for steerage transportation."

22. Answering that paragraph of Subdivision C of Article V of the petition entitled "Penal enforcement of the terms of the unlawful contract," he denies that since the adoption of the contract of February 5th, 1908, any of the parties thereto has been subjected to any duress or constraint in conducting its steerage business, and refers to the terms of said contract for the particulars thereof.

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23. Answering Part VI of the petition he denies that the defendant steamship lines have obtained or attempted to obtain a virtual or any monopoly of any part of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations, and he denies that said contract was or is unlawful, or that the Hamburg-American Line was or is a party to any unlawful contract, combination or conspiracy, or to any conspiracy whatever. He says that he has no knowledge or information sufficient to form a belief as to what per cent of the total

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third-class or steerage passenger traffic between Europe and North America was carried in ships belonging to the defendant steamship lines at the date of the filing of the petition herein.

24. Further answering he says that the act of the Congress of the United States of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies" does not apply to the business of transporting passengers upon the ocean between ports of the United States and ports of Europe. But he says that even if said act should
593 be held to apply to such business said agreement among the defendant steamship lines of February 5, 1908, does not come within the prohibitions thereof because said agreement is not an agreement in restraint of trade or commerce with foreign nations and the effect thereof is not to monopolize or to attempt to monopolize any part of such trade or commerce. Said agreement is necessary for the protection and development of that portion of the trade and commerce of the United States with foreign nations which consist in the transportation of steerage passengers between ports in the United States and European ports, and is a reasonable regulation thereof tending to promote
594 and not to restrain the same.

25. This defendant further answering says that the practices of unscrupulous agents formerly caused great losses to the steamship companies operating between the United States and Europe, and great losses and hardships to persons travelling in the steerage. As long as there was wholly unregulated competition among the steamship lines and no understanding whatever among them, there were "general steamship agents" in New York City with agencies in the interior of the country, and the latter used to issue orders for tickets from New York to Europe on their

connection in New York, which did not mention any line or steamer and which the agent sold at a price which was acceptable to him. The agent in New York met purchasers of such orders on their arrival in New York, placed them in a boarding house which he either owned or controlled, where he extorted from them all the money he could get, while with the ticket orders in his pocket he went from steamship office to steamship office seeking the lowest rate at which he could get his passengers transported. The steamship lines fought these vicious methods in every possible way, and the desire to protect steerage passengers from 596
extortion at the hands of unscrupulous agents and to put the business on a decent basis was one of the principal motives which led to the formation of the Atlantic Conference by said agreement of February 5, 1908, and of other conferences which preceded it.

26. Further answering this defendant says that the history of the transatlantic steamship trade shows that unregulated competition has always led to disastrous rate wars, ruinous to the steamship companies and harmful to the public in that they deprived the public of improvements in ships and service which the companies, because of their losses, were unable to make. Another disadvantage to the public was the inability 597
of weaker lines to endure the strain of such wars and the curtailment of service consequent upon their retirement. Prior to said contract of February 5, 1908, a number of important steamship lines which had long operated between Europe and the port of New York, carrying steerage passengers, were driven out of business by the effect of rate wars growing out of unregulated competition. In one of these rate wars steerage rates between New York and Europe went as low as $10 per passenger, out of which sum agents received a commission of $3, $4, and even $5. Only

the strongest lines could survive such wars and even they made a precarious living as is shown by the long series of years in which transatlantic steamship lines did not pay any dividends to their stockholders. Taking the Hamburg-American Line as an example, it is the fact that it paid no dividends whatever in the years 1873, 1874, 1875, 1876, 1877, 1884, 1885, 1892, 1893 and 1894. This defendant says that one of the main objects of said agreement of February 5, 1908, was to prevent the recurrence of such ruinous rate wars which in the past have been so harmful to the public
599 as well as to the steamship companies. He avers that the effect of said agreement is not to destroy competition among the parties thereto, but only to regulate such competition reasonably so that all the steamship companies parties thereto may exercise a reasonable and beneficial control over the agencies for the sale of steerage tickets, and may charge fair, reasonable and stable rates, and thus be able to meet the constant public demand for better ships and better accommodations without substantial increase of rates, and so that the weaker lines may be able to live and compete for and retain fair shares of such steerage traffic.

27. This defendant further answering says that the
600 evils of unregulated competition among American railroads have long been recognized and they have been practically done away with since the passage of the Interstate Commerce Act through the regulation exercised thereunder by the Interstate Commerce Commission. The injurious effects of rate wars among ocean carriers are, however, much greater than in the case of rate wars among railroads. The competition to which railroads are exposed is far less intense than that to which ocean carriers are exposed. In order to construct a railroad a very large capital must be provided, a franchise must be secured, a right of way

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obtained, and tracks must be laid. Every railroad has a substantial amount of local uncompetitive business which helps it to live through a rate war involving its competitive business. No franchise, on the other hand, is required to sail the high seas. All the business of an ocean steamship company is competitive. There are no limits to the potential competition. Any person with capital enough to assemble a few steamers may start a competition which may result in demoralizing the whole transatlantic carrying trade. The need of regulation is, therefore, much greater in the case of the transatlantic steamship companies than in the case of the railroads. It is an impressive fact that for many years with the knowledge of all departments of the government the railroads from New York to the west have apportioned among themselves the business of transporting immigrants from New York to their western destinations in accordance with an agreement similar to that among the defendant steamship lines which is attacked in the present suit. The Interstate Commerce Commission in 1904 investigated this so-called immigrant passenger pool of the railroads and decided that under the circumstances it was the best method of handling that class of traffic, not only for the railroads, but for the immigrants themselves. This permitted agreement among the railroads applies to the very same passengers which the defendant steamship lines carry under a similar agreement which the petitioner in this suit charges to be unlawful.

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28. This defendant further answering says that the transportation facilities and accommodations for steerage passengers have never been so good as since the formation of the Atlantic Conference under the agreement of February 5, 1908, and the competition of the different lines in providing larger and safer steamers with improved facilities and accommodations has

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never been so active as since the date of said agreement. As examples of the result of such competition may be mentioned the steamers Olympic and Titanic of the White Star Lines of 45,000 tons each, the Aquitania now in course of construction by the Cunard Line of approximately 48,000 tons, and the three steamers being built by the Hamburg-American Line of the Imperator class of about 50,000 tons. Notwithstanding the great betterment of the accommodations provided and the great increase in the cost of steamers, which twenty-three years ago for the finest steamers
605 was about $2,000,000 each, and now is about $8,000,000 each, the price for steerage transportation is very little more than the normal rate charged many years prior to the making of said agreement of February 5, 1908, although the accommodations now provided are greatly superior to those then furnished. The slight increase in the rate does not compensate the carriers for the decrease in the purchasing power of money which has taken place, nor for the cost of the improved facilities and accommodations now offered. Improvements of the kind now being made cannot be continued unless the steamship companies have some assurance that reasonably remunerative and
606 stable rates can be maintained and that they will not be exposed to the hazards attendant upon the violent fluctuations of rates which always have accompanied wholly unregulated competition. Such assurance they can only obtain through some form of moderate and reasonable regulation such as is provided by said agreement of February 5, 1908.

29. This defendant further answering says that in the absence of an international agreement there is and can be no regulating authority between the United States and the countries to which the ships of the defendant steamship lines belong which can authorize

the establishment and maintenance of reasonable, fair and stable rates for the transportation of steerage passengers except by fair and reasonable agreement in relation thereto by and among the persons or corporations engaged in such transportation, and therefore, in order to provide proper, safe and commodious service for the said steerage traffic the Hamburg-American Line and the other defendant lines, parties to said contract of February 5, 1908, have been compelled to agree with one another, as was done in said contract, for the reasonable regulation of said traffic. The transportation of steerage passengers since the date 608
of said contract has not resulted in more than a just and reasonable compensation to the Hamburg-American Line or to the other defendant lines for the expense incurred and the services rendered by them in the carriage of such passengers.

30. He denies each and every allegation contained in the petition and not hereinbefore specifically admitted. Having thus made full answer to all the matters and things contained in the petition, he prays to be dismissed hence with his costs in this behalf incurred.

SPOONER & COTTON,
Solicitors for the Defendant, 609
Emil L. Boas.

JOHN C. SPOONER,
JOSEPH P. COTTON, JR.,
GEORGE RUBLEE,
Of Counsel.

610 **Answer of the Canadian Pacific Railway Company.**

IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK IN THE SECOND CIRCUIT.

THE UNITED STATES OF AMERICA, Petitioner, against	In Equity.
611 HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT and others, Defendants.	

The separate answer of the defendant the Canadian Pacific Railway Company to the petition of the United States of America, filed herein on January 4th, 1911.

This defendant answering unto so much and such parts of said petition as it is advised it is material and necessary for it to make answer unto, says:

1. Answering Part I of the petition, this defend-
612 ant denies that it is engaged in foreign trade and commerce as a common carrier of passengers and freight, including third-class or steerage passengers between ports in the United States and ports or inland points in Europe, Asia or Africa. It admits that it carries from certain inland points in the United States upon lines of railroad operated by it, persons to whom it has sold contracts for steerage transportation on its steamers sailing from Canadian ports to the port of Liverpool in England, but it says that the contracts for such railroad transportation are entirely separate and distinct from said contracts for steerage transpor-

tation. It denies that it is engaged in such foreign trade and commerce between inland points in the United States and inland points in Europe, Asia or Africa. As regards the other defendant steamship lines, this defendant admits, upon information and belief, that they are engaged in foreign trade and commerce as aforesaid between ports in the United States and ports in Europe, but it denies, upon information and belief that they are so engaged between inland points in the United States and ports or inland points in Europe, Asia or Africa. It denies that in respect to any commerce in which it is engaged, or otherwise, it is violating or ever has violated, in any way any 614 of the provisions of the Act of the Congress of the United States entitled "An Act to Protect Trade and Commerce against Unlawful Restraint and Monopolies," approved July 2, 1890, and upon information and belief it makes the same denial as regards the other defendant steamship lines.

2. Answering paragraph 9 of Part II of the petition, this defendant admits that at all times mentioned in the petition, it was and now is a corporation organized and existing under and by virtue of the laws of the Dominion of Canada, with an office and place of business and an agent in charge thereof in the City, County, State and Southern District of New York; 615 and it admits that at all such times it has been engaged in operating regular lines of steamships from the port of Liverpool in England to the ports of Montreal, Quebec and St. John, in the Dominion of Canada, and continuous, through lines of railroad connecting with said steamship lines at the ports of Montreal, Quebec, and St. John, and operating thence through the Dominion of Canada into the United States to divers points within the States of Maine and Vermont. The only lines of railway operated by

this defendant in the United States are the following: Canadian boundary to Mattawamkeag, Maine, a distance of 144.5 miles; Canadian boundary to Houlton, Maine, a distance of three miles; Canadian boundary to Presque Isle, Maine, a distance of 29.2 miles; Canadian boundary to North Troy, Vermont, a distance of 0.72 miles; Richford to Newport, Vermont, a distance of twenty-one miles. It admits that at the times mentioned it has been engaged in transporting between said points in the United States and the said port of Liverpool, by way of said steamships and
617 railway lines, freight and passengers for hire, including that class of passengers known as third-class or steerage passengers. But it says that only a small proportion of the persons to whom this defendant sells in the United States contracts for steerage transportation on its steamers from Canadian ports to Liverpool, England, travel from the United States to Canada on said lines of railway operated by this defendant in the United States, but far the greater number of such persons travel from the United States to Canada on lines of railroad operated by other railway companies and continue their journey through Canada, to the port of their embarkation upon connecting lines of railroad operated either by this de-
618 fendant or by other railway companies. It admits that at the times mentioned in the petition it has maintained agencies in divers cities in Europe and in the United States at which it has sold contracts for the transportation of freight and passengers on and by its said steamship and railway lines and other railway lines to and from points in the United States and from and to points in Europe; and it has maintained agents in charge of such agencies who have been and now are engaged in soliciting persons to travel to and from Europe upon said steamship and railway lines. But it says that in every case in which it has sold to a

steerage passenger, contracts for through transportation from a point in the United States by railway either upon its own lines of railroad or upon the lines of one or more other railway companies, or partly upon its own lines of railway and partly upon the lines of another company, to one of said Canadian ports and thence by one of its steamships to Liverpool, the contract or contracts for the railway transportation has or have at all the times mentioned in the petition been separate and distinct from the contract for steamship transportation, and the rates for such railway transportation have at all said times 620
been the regular tariff rates fixed pursuant to the laws of the United States and of the Dominion of Canada without reference or relation to the rate charged by this defendant for transportation upon its steamships. The rates charged by this defendant upon the lines of railway operated by it in the United States are those filed with the Interstate Commerce Commission and permitted by it, and the rates charged upon this defendant's lines of railway in Canada are permitted and authorized by the Canadian Railway Commission, which has powers similar to those exercised in this country by the Interstate Commission. Whenever this defendant has sold to a steerage passenger upon its steamship line a contract or contracts of transportation 621
for the whole or a part of the journey from a point in the United States to the Canadian port of embarkation over the lines of another railway company or of other railway companies, it has charged the passenger the exact tariff rate of such other company or companies and pursuant to arrangement with it or them has paid the amount so received from the passenger to such other company or companies, deriving no profit to itself from the transaction and rendering the service gratuitously to the passenger for his or her convenience. No person purchasing from

622 this defendant in the United States a contract for steerage transportation upon its steamship line from one of said Canadian ports to Liverpool has ever been required to travel from the United States to the port of embarkation for any part of the journey upon its lines of railway, but this defendant has always given him or her free choice to select the railway route from the point of departure in the United States to the port of embarkation in Canada which he or she preferred, and has provided transportation by the route so selected.

623 It denies each and every allegation contained in paragraph 24, except that it admits that some of the defendant steamship lines are in some respects natural competitors.

Upon information and belief generally, but without information as to many of such allegations concerning the other defendants, it admits the allegations contained in paragraphs numbered 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

3. Answering Part III of the petition this defendant admits that the steerage traffic to and from Europe has been large, that the steamship companies engaged
624 in carrying such traffic have extended their facilities for handling the same, and that the income from that description of traffic is an important part of their revenue, and except as to the allegations so admitted this defendant says that it has no knowledge, information or belief in regard to the allegations contained in said Part "III" of the petition.

4. Answering Part IV of the petition, this defendant denies each and every allegation contained in said Part "IV" of the petition, in so far as the same applies to it, and upon information and belief, it denies each

and every allegation therein contained in so far as the same applies to the other defendants.

5. Answering paragraph 1 of Subdivision A of Part V of the petition, this defendant admits that on or about February 5th, 1908, at the City of London, England, it entered into an agreement with the other defendant steamship lines, a copy of which agreement is annexed to the petition and marked "Exhibit A." It believes such copy to be substantially correct, but for greater certainty craves leave to refer to the original thereof when the same shall be produced. This defendant denies that in becoming a party to said agreement it entered into any unlawful combination or conspiracy, or into any conspiracy whatever, or that said agreement was or is unlawful. This defendant says that said agreement was and is lawful under the laws of England, where it was made, and under the laws of Canada which govern this defendant and its steamships, and that said agreement is not in violation of any law of the United States.

This defendant says that pursuant to the terms of said agreement on November 26, 1910, it gave due notice to the secretary of the Atlantic Conference of its intention of terminating the same at the end of the next February, and that on March 1, 1911, its withdrawal from said agreement became effective and since then it has not been and is not now a member of the Atlantic Conference and has not been and is not now bound by or entitled to the benefit of said agreement of February 5, 1908. This defendant also says that its participation in said agreement up to the time of its said withdrawal therefrom was, as appears by the terms thereof, limited to eastbound traffic.

This defendant admits the allegations contained in paragraphs numbered 2, 3, 4, 5, 6, 7, 8 and 9, of Subdivision A of Article V of the petition, in so far as

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they set forth the provisions of said agreement dated February 5th, 1908, but it denies the allegations contained in the petition in regard to the meaning, legal effect and intent of said agreement, and for greater certainty craves leave to refer to the original of said agreement when the same shall be produced.

6. Answering Subdivision B of Article V of the petition this defendant admits that at about the time mentioned in the petition the Russian-American Line was admitted to membership in the Atlantic Conference and to the provisions of said contract, and that
629 the shares of the lines parties to said contract were in some respects altered so as to provide a percentage of said steerage traffic for the Russian-American Line.

It admits that by the terms of said contract of February 5th, 1908, the same was to remain effective up to and including February 28th, 1911, and thereafter from year to year, unless notice of intention to withdraw therefrom at the end of any year should be given by one or more of the parties thereto on or before the first day of December of the year in which such notice should be given, as in said contract provided.

7. Answering paragraph 1 of Subdivision C of Part
630 V of the petition this defendant admits, on information and belief, that from the adoption of the aforesaid contract and so long as it was a party thereto, the business of the said defendant steamship lines, in so far as it consisted of the steerage traffic referred to therein and in so far as said contract applied thereto, was carried on by the defendant lines in accordance with the terms and provisions thereof, and in accordance with the terms and provisions of resolutions adopted by said contracting parties at meetings held in pursuance thereof, but it denies that all free and natural competition between said lines in the establish-

ment of rates and the furnishing of facilities for such steerage traffic was or is thereby eliminated, and it denies that said contract was unlawful. As to the manner in which the business of the other defendant lines has been carried on since March 1, 1911, when this defendant ceased to be a party to said contract it has no knowledge or information sufficient to form a belief.

8. Answering paragraph 2 of Subdivision C of Part V of the petition this defendant denies that it has any knowledge or information sufficient to form a belief as to each and every allegation of said paragraph 2. 632

9. Answering the first sentence of paragraph 3 of Subdivision C of Part V of the petition this defendant denies that it has any knowledge or information sufficient to form a belief as to each and every allegation therein.

10. This defendant denies each and every allegation of that portion of Subdivision "C" of Part "V" of the petition entitled "Agreement to Destroy Competition of Independent Lines."

11. Further answering this defendant says that in order to meet low rates then offered by a line of steamships not a party to said contract of February 5, 633
1908, operating between New York and the Continent of Europe, the said defendant lines agreed, at a meeting held at the City of London in England on or about May 25th, 1908, that one of such lines should when necessary quote low rates in competition with the rates of said outside line.

12. Answering that portion of Subdivision C of Part V of the petition entitled "Arrangement to use so-called 'fighting steamers' to destroy competition," this defendant denies that the facts are correctly stated in the petition and alleges the facts to be as follows:

634 It admits and says that in pursuance of said agreement of May 25, 1908, and for the purpose of defending themselves against unfair competition by steamship lines other than the defendant lines, said defendant lines arranged for the use from time to time of steamers belonging to them, so that in case and only in case a steamship belonging to a line not a party to said contract of February 5, 1908, should be scheduled to sail eastbound from the port of New York to a European port and should offer unremunerative steerage rates necessarily involving the carriage of steer-
635 age passengers at a loss, for the obvious purpose of diverting steerage business from the steamships of the defendant lines, a steamship belonging to one of the defendant lines would be selected to sail from the port of New York at about the same time and to carry steerage passengers at rates lower than the ordinary steerage rates on the steamships of the defendant lines, for the purpose of meeting and preventing the intended effect of such unfair competition. Said arrangements with regard to the so-called "fighting steamers" were made by the defendant steamship companies in Europe but until March, 1910, were partly carried into effect by a committee representing them in the City of New York. This defendant denies that so long as it was
636 a party to such arrangements the steerage rates on any steamer so selected by the defendant lines were ever reduced lower than was necessary to meet such competition and to prevent the defendant lines from being deprived of their fair share of the steamship traffic from New York to European ports. It admits that whenever any so-called "fighting steamer" secured more steerage passengers than it could lawfully carry, the defendant steamship lines through said committee or otherwise arranged for carrying such excess passengers at the advertised steerage rate of such "fighting steamer" on some other of their steam-

ships and that the line or lines carrying such excess steerage passengers at such reduced rates was or were compensated by the other defendant steamship lines by payments amounting for each passenger so carried to the difference between the regular advertised steerage rate of such line and such reduced rate.

This defendant says that on June 15, 1910, it gave due notice of its intention to withdraw from said arrangement to use so-called "fighting steamers" upon the expiration of thirty days and on July 15, 1910, its withdrawal from said arrangement became effective and since then it has not had and it has not now 638 any connection therewith nor any obligation thereunder.

13. Answering that portion of Subdivision "C" of Part V of the petition entitled "Competitors are crushed" this defendant admits on information and belief that the method hereinabove described of meeting the competition of lines not parties to the Atlantic Conference was employed to meet the competition of steamships of the Russian Volunteer Fleet and of the Russian-American Line operating and carrying steerage passengers between the port of New York and the port of Libau in Russia. It denies that said method was devised or employed to suppress the competition 639 of said last mentioned lines or that such competition was crushed thereby, but it says that said method was devised and employed solely to protect the business of the defendant lines and not to effect the objects of any unlawful contract, combination or conspiracy whatever.

14. This defendant denies each and every allegation contained in the paragraph of Subdivision "C" of Part "V" of the petition entitled "The Russian Volunteer Fleet is Driven out of Business," except that it admits that from March to June, 1908, the said Russian

640 Volunteer Fleet frequently advertised its steamships to sail from the port of New York to the port of Libau in Russia, and advertised for and solicited persons to sail as third-class or steerage passengers on such ships, and that when such ships were so advertised to sail, said defendant lines selected a steamer and advertised the same to sail from the port of New York on or about the day that the ship of the Russian Volunteer Fleet was so advertised to sail and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates of the defendant lines and low enough but not lower than
641 necessary to meet the competition of said ship of the Russian Volunteer Fleet, and except that it admits that in the month of July, 1908, or shortly prior thereto, said Russian Volunteer Fleet withdrew its steamships from such service, and has ever since ceased to operate said line. This defendant says on information and belief that the steerage rates charged on said ships of the Russian Volunteer Fleet and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian Volunteer Fleet nor any other line could derive any profit therefrom and that the business done at such rates resulted in loss.

642 15. This defendant says that in the year 1908 the business of transporting steerage passengers between the United States and Europe was greatly depressed. Upon information and belief, it says that the Russian Volunteer Fleet was in that year making low steerage rates, west and eastbound, in order to create traffic, but the movement of steerage passengers was so light that its voyages were conducted at a loss, as was also the case in that year with the voyages of the ships of the defendant lines. Upon information and belief, this defendant says that the withdrawal of the Rus-

sian Volunteer Fleet was occasioned partly by the small volume of traffic and partly by the entrance of the Russian-American Line as a competitor into the trade between Libau and New York, and by losses of the Russian Volunteer Fleet in no way due to any act or acts of the defendant lines or of any one thereof.

16. Upon information and belief, this defendant says that when the Russian Volunteer Fleet withdrew, the Russian-American Line took over and assumed its contracts for the carriage of steerage passengers under an arrangement between it and the Russian Volunteer Fleet, of the terms of which this defendant has no knowledge. 644

17. This defendant believes, and therefore says that the withdrawal of the ships of the Russian Volunteer Fleet from the service between New York and Libau caused no detriment or loss to the public or to persons desiring to procure steerage transportation between New York and Libau.

18. Answering that portion of Subdivision C of Part V of the petition entitled "The Russian-American Line is Driven Out of Competition and Forced into the Unlawful Combination and Conspiracy," this defendant admits and says that from the month of March until the month of September, 1908, the Russian-American Line was engaged in operating its line of steamships from the port of New York to the port of Libau, in Russia, and carried thereon third-class or steerage passengers, and that frequently during said period, it advertised its steamships to sail from said port of New York, and advertised for and solicited persons to travel upon its ships as third-class or steerage passengers, and that in each such instance the defendant lines selected a steamer and advertised the 645

same to sail at or about the same time as the ship of the Russian-American Line, and advertised a rate for steerage passengers on such steamer lower than the regular steerage rates of the defendant lines and low enough but not lower than necessary to meet the competition of said ship of the Russian-American Line. This defendant says that the steerage rates charged on said ships of the Russian-American Line and on the steamers so selected by the defendant lines to meet their competition were so low that neither the Russian-American Line, nor any other line could de-
647 rive any profit therefrom and that the business done at such rates resulted in loss.

It admits that at or about the time mentioned in the petition the Russian-American Line became a party to the Atlantic Conference and has since carried on its business under said contract dated Feb. 5, 1908, in so far as the same applies thereto. It denies any unfair or unlawful competition by the defendant lines with the Russian-American Line. By reason of the unremunerative rates charged this defendant believes that the Russian-American Line incurred financial loss in the conduct of its steerage traffic, but denies that the Russian-American Line sought admission to the Atlantic Conference in order to be permitted to con-
648 tinue in said business, or that since its admission to said Conference this defendant has been conducting its said business free from competition with the other defendant lines. It denies that so long as it was a party thereto the Atlantic Conference was an unlawful combination or conspiracy, or that the contract of February 5, 1908, was unlawful, or that the people of the United States suffered any loss or detriment therefrom or from any act of any of the defendants thereunder.

19. Answering that portion of Subdivision C of Part V of the petition entitled "Unfair competition

against the Uranium Steamship Company," this defendant says it has no information as to whether the Uranium Steamship Company is a corporation organized and existing under the laws of Great Britain. It admits that about April 1, 1909, said company began to operate, and has ever since operated, a regular line of steamships under the name of the North West Transport Line between the ports of New York and Rotterdam, and began to carry and has ever since carried steerage passengers thereby between said ports without being a party to said contract of February 5, 1908. It says that the rates at which said Uranium 650
Steamship Company advertised to carry steerage passengers were below a fair and reasonable rate for the service offered. It admits that the defendant lines met this competition in the same manner in which they had met the competition of the Russian Volunteer Fleet and of the Russian-American Line as hereinbefore described. It admits that in March, 1910, the aforesaid committee in New York was disbanded, and that from that time until July 15, 1910, when this defendant ceased to participate in the arrangement to use such steamers, the so-called "fighting steamers" were selected and their rates for steerage transportation were fixed by the defendant steamship lines in Europe. As to the manner in which such steamers 651
have been selected and their rates have been fixed since July 15, 1910, it has no knowledge or information sufficient to form a belief. It denies that it has any knowledge or information sufficient to form a belief as to whether such rates are now or since March, 1910, have been put in force by notices sent out by the individual defendants to the agents throughout the United States for the sale of tickets for third-class steerage transportations on the defendant lines. It says that the measures taken by the defendant lines so long as it was a party to said arrangement for the

purpose of meeting the competition of said North West Transport Line were lawful and necessary for the protection of the business of the defendant lines and were not adopted for the purpose of excluding said North West Transport Line from a participation in said traffic or of effectuating any restraint or monopoly of said traffic. It denies that said North West Transport Line so long as this defendant was a party to said arrangement was at any time prevented from obtaining a fair and reasonable share of said traffic and as to whether the said traffic which it so obtained was or was not secured at a financial loss
353 this defendant denies that it has any knowledge or information sufficient to form a belief.

It denies on information and belief that the defendant steamship lines have agreed in pursuance of any unlawful combination or conspiracy that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with said defendant lines, or that measures provided for thereunder are employed by the individual defendants within the United States or in the Southern District of New York on behalf of the defendant lines as a part
654 of any illegal attack upon said North West Transport Line. This defendant says that long before said contract of February 5, 1908, was made, an agreement was entered into between some or all of the defendant lines and others that no one of the lines so agreeing would employ as agent for the sale of tickets over its line any person who should act for the sale of tickets over any line other than the lines so agreeing; that this agreement was made in self defense to guard against frauds by ticket agents in sacrificing the interests of their principals by cutting rates and diverting business from the lines employing them and by

deceiving and defrauding persons to whom they sold tickets and by committing other frauds upon the traveling public as well as upon their principals; that said agreement was and is valid and lawful and has promoted the public convenience and the honest conduct of the transatlantic steerage business.

20. This defendant denies each and every allegation contained in that portion of Subdivision C of Part V of the petition entitled "Excessive and arbitrary rates are charged by defendants for steerage transportation" in so far as said allegations apply to the time during which it was a party to the Atlantic Conference. 656

21. Answering that paragraph of Subdivision C of Part V of the petition entitled "Penal enforcement of the terms of the unlawful contract," this defendant denies that so long as it was a party to said contract of February 5th, 1908, any of the parties thereto was subjected to any duress or constraint in conducting its steerage business, and refers to the terms of said contract for the particulars thereof.

22. Answering Part VI of the petition this defendant denies that so long as it was a party to said contract of February 5, 1908, the defendant steamship 657
lines obtained or attempted to obtain a virtual or any monopoly of any part of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations, and it denies that said contract was unlawful, or that it was or is a party to any unlawful contract, combination or conspiracy, or to any conspiracy whatever. It says that it has no knowledge or information sufficient to form a belief as to what per cent of the total third-class or steerage passenger traffic between Europe and North America was carried in ships belonging to the defend-

ant steamship lines at the date of the filing of the petition herein.

23. Further answering this defendant says that the act of the Congress of the United States of July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies" does not and never did apply to this defendant in the conduct of its business of transporting steerage passengers on its steamships between said Canadian ports and the port of Liverpool, England, no part of said business being carried on within the territorial limits
659 of the United States.

24. This defendant denies each and every allegation contained in the petition not hereinbefore specifically admitted. It denies that it has ever violated or attempted or intended to violate the Anti-Trust Act or any provision thereof. In as much as it has withdrawn, as aforesaid, from said agreement of February 5, 1908, and from said arrangement in regard to the use of so-called "fighting steamers" it respectfully submits that this Honorable Court is without jurisdiction to grant the relief prayed for in the petition or any part thereof or any other relief in the premises against this defendant, and it prays to be dismissed hence with
660 its costs in this behalf incurred.

SPOONER & COTTON,
Solicitors for Canadian Pacific
Railway Company.

JOHN C. SPOONER,
JOSEPH P. COTTON, JR.,
GEORGE RUBLEE,
Of Counsel.

CANADIAN PACIFIC RAILWAY COMPANY,
By

Answer of Bryce J. Allan. 661

IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK IN THE SECOND CIRCUIT.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT and others, Defendants. 662	In Equity.

The separate answer of the defendant Bryce J. Allan to the petition of the United States of America, filed herein on January 4th, 1911.

This defendant answering unto so much and such parts of said petition as he is advised it is material and necessary for him to make answer unto, says:

1. Answering Part I of the petition this defendant admits that the defendant steamship lines herein, except the Canadian Pacific Railway Company, are engaged 663 in foreign trade and commerce as common carriers of passengers and freight, including third-class, or steerage passengers, between ports in the United States and ports in Europe, but upon information and belief he denies that they (except the Canadian Pacific Railway Company) are engaged as common carriers of passengers and freight between inland points in the United States and ports or inland points in Europe, Asia or Africa. In regard to the Canadian Pacific Railway Company, he believes that said company is

664 *Answer of Bryce J. Allan*

not engaged as a common carrier of passengers and freight between ports in the United States and ports in Europe, and therefore denies that this is the fact, but he has no information, knowledge or belief as to whether said Canadian Pacific Railway Company is engaged as a common carrier of passengers and freight including third-class or steerage passengers, between inland points in the United States and ports and inland points in Europe, Asia and Africa. He denies, upon information and belief, that in respect to said commerce in which said defendant steamship lines are engaged, or otherwise, they are violating, or ever have
665 violated, in any way any of the provisions of the Act of the Congress of the United States entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," approved July 2nd, 1890.

2. Answering Part II of the petition he admits the allegations contained in paragraph 1.

Answering paragraph 2 he admits that he is a resident of the State of Massachusetts, and is and for many years has been engaged in business under the firm name and style of H. & A. Allan, with an office and place of business at the City of Boston, in the State of Massachusetts. He denies that he has been
666 or now is employed by the Allan Line in the capacity of general agent and manager of its business in the United States or that he has had or now has charge of the affairs in the United States of the Allan Line in connection with its business aforesaid. He admits and says that he is the manager of the business of the Allan Line in Massachusetts and that he represents himself and his said office, respectively, to be the person with whom and the place at which business may be transacted with the Allan Line in Massachusetts.

He denies, upon information and belief, each and every allegation contained in paragraph 24, except that

he admits that some of the defendant steamship lines are in some respects natural competitors.

Upon information and belief generally, but without information as to many of such allegations concerning the other defendants, he admits the allegations contained in paragraphs numbered 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

3. Answering Part III of the petition, he admits that the steerage traffic to and from Europe has been large, that the steamship companies engaged in carrying such traffic have extended their facilities for handling the same, and that the income from that description of traffic is an important part of their revenue, and except as to the allegations so admitted, he says that he has no knowledge, information or belief in regard to the allegations contained in said Part "III" of the petition. 668

4. Answering Part IV of the petition he denies, upon information and belief, each and every allegation contained therein.

5. Answering paragraph 1 of Subdivision A of Part V of the petition, he admits, on information and belief, that on or about February 5th, 1908, at the City of London, England, the steamship lines mentioned in said paragraph entered into an agreement, a copy of which agreement is annexed to the petition and marked "Exhibit A." He believes such copy to be substantially correct, but for greater certainty craves leave to refer to the original thereof when the same shall be produced. He denies that said agreement was or is unlawful. He says that said agreement was and is lawful under the laws of England where it was made, and under the laws of Great Britain which govern the Allan Line and its steam- 669

670 *Answer of Bryce J. Allan*

ships, and that it never was and is not in violation of the laws of the United States. He says that until the commencement of this suit he had no knowledge whatever of the existence of said contract.

6. He admits that the allegations contained in paragraphs numbered 2, 3, 4, 5, 6, 7, 8 and 9, of Subdivision A of Part V of the petition, in so far as they set forth the provisions of said agreement dated February 5th, 1908, but he denies the allegations contained in the petition in regard to the meaning, legal effect and intent of said agreement, and for greater
671 certainty craves leave to refer to the original of said agreement when the same shall be produced.

7. Answering Subdivision B of Part V of the petition he denies that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof.

8. Answering paragraph 1 of Subdivision C of Part V of the petition, he denies that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof except that he denies that all free and natural competition between said lines has been or is eliminated.

672 9. Answering paragraph 2 of Subdivision C of Part V of the petition, he denies each and every allegation thereof.

10. Answering the first sentence of paragraph 3 of Subdivision C of Part V of the petition, he denies each and every allegation contained therein, except that he admits that he has received from his principal and, upon information and belief, that the agents of the other defendant lines in the United States have from time to time received orders and instructions from their respective principals in Europe, in respect

to the sailing of steamers and in respect to rates of passage and other business, and that he and they have complied with and carried out such orders and instructions.

11. He denies each and every allegation of that portion of subdivision C of Part V of the petition entitled "Agreement to destroy competition of independent lines."

12. Answering that portion of Subdivision C of Part V of the petition entitled "Arrangement to use so-called 'fighting steamers' to destroy competition," he denies that he has any knowledge or information 674
sufficient to form a belief as to each and every allegation thereof.

13. Answering that portion of Subdivision C of Part V of the petition entitled "Competitors are crushed," he denies that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof.

14. Answering that portion of Subdivision C of Part V of the Petition entitled "The Russian volunteer fleet is driven out of business," he denies that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof. 675

15. Answering that portion of Subdivision C of Part V of the petition entitled "The Russian-American Line is driven out of competition and forced into unlawful combination and conspiracy," he denies that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof.

16. Answering that portion of Subdivision C of Part V of the petition entitled "Unfair competition against the Uranium Steamship Company," he denies

676 *Answer of Bryce J. Allan*

that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof, except that he denies on information and belief that the defendant steamship lines have agreed in pursuance of any unlawful combination or conspiracy that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third-class or steerage tickets over any independent line in competition with said defendant line or that measures provided for thereunder are employed by the individual
677 defendants within the United States or in the Southern District of New York on behalf of the defendant lines as a part of any illegal attack upon said North West Transport Line.

17. He denies each and every allegation contained in that portion of Subdivision C of Part V of the petition entitled "Excessive and arbitrary rates are charged by defendants for steerage transportation."

18. Answering that portion of Subdivision C of Part V of the petition entitled "Penal enforcement of the terms of the unlawful contract," he denies that he has any knowledge or information sufficient to form a belief as to each and every allegation thereof.

678

19. Answering Part VI of the petition he denies that the defendant steamship lines have obtained or attempted to obtain a virtual or any monopoly of any part of the traffic of transporting steerage passengers in trade and commerce between the United States and foreign nations, and he denies that said contract was or is unlawful. He says that he has no knowledge or information sufficient to form a belief as to what per cent of the total third-class or steerage passenger traffic between Europe and North America was carried

in ships belonging to the defendant steamship lines at the date of the filing of the petition herein.

20. He denies each and every allegation contained in the petition and not hereinbefore specifically admitted. Having thus made full answer to all the matters and things contained in the petition, this defendant prays to be dismissed hence with his costs in this behalf incurred.

SPOONER & COTTON,

Solicitors for the defendant Bryce J. Allan.

JOHN C. SPOONER,

JOSEPH P. COTTON, JR., 680

GEORGE RUBLEE,

Of Counsel.

681

682 **The Separate Answer of the Defendant, The Cunard Steamship Company, Ltd., to the Petition of the United States of America, Filed Herein on January 4, 1911.**

IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK, IN THE SECOND CIRCUIT.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and the CUNARD STEAMSHIP COMPANY, LTD., impleaded with others, Defendants.	In Equity.

683

The Separate Answer of the Defendant, the Cunard Steamship Company, Limited, to the Petition of the United States of America, filed herein on January 4, 1911.

684

This defendant, answering unto so much and such parts of said petition as it is advised it is material and necessary for it to make answer unto, says:

I.

Answering that portion of the petition numbered "I":

1. It admits that it is a common carrier of passengers and freight between ports of the United States

 685

and ports of Europe, but denies that it is a common carrier of passengers or freight between inland points or ports in the United States and inland points in Europe, Asia or Africa.

2. It denies that with respect to said commerce in which it is engaged, or otherwise, it is violating or ever has violated, in any way, any of the provisions of the Act of Congress of the United States, entitled: "An Act to Protect Trade and Commerce against unlawful restraints and monopolies," approved July 2, 1890.

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3. It says that it has no knowledge or information or belief as to the averments therein contained concerning the defendants other than this defendant and the defendant, Charles P. Sumner.

II.

Answering that portion of the petition numbered "II" and entitled "Description of defendants and the trade and commerce which they conduct":

4. It says that it has no knowledge or information, saving by hearsay, as to any of the allegations contained in the subdivisions thereof numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, and therefore leaves it to petitioner to make such proof in that behalf as it may be advised. 687

5. It admits that at the times mentioned in the petition it was, and now is, a corporation organized and existing under and by virtue of the laws of the United Kingdom of Great Britain and Ireland, with an agent in the City, County, State and Southern District of New York, and that at all such times it has been, and now is, engaged in trade and commerce be-

688 *Answer of The Cunard Steamship Company, Ltd.*

tween the United States of America and foreign nations, and that it operates regular lines of steamships between the terminal ports of New York and Boston in the United States and the terminal ports of Liverpool in England, Fiume in Hungary, and Trieste in Austria, and that it transports between, and to and from said ports upon its steamships, freight and passengers for hire.

6. It admits that at the times mentioned in the petition it maintained ticket agencies in certain cities in Europe and in the United States, at which it sold
689 contracts for the transportation of freight and passengers on and by its steamships to and from the United States—that is to say, to and from the ports of Boston and New York in the United States and from and to certain ports in Europe, and it admits that in the case of all such passengers transported to the United States from said European ports, it has docked its steamships and landed such passengers at either the port of Boston or the port of New York, and in the case of such passengers transported by it to Europe, they have embarked upon its steamships at one or the other of said two last mentioned ports.

7. It denies that the defendant, Charles P. Sumner,
690 is a resident of the City, County, State and Southern District of New York, and says that he is a resident of Elizabeth, in the State of New Jersey. It admits that said Charles P. Sumner is its general agent in the United States, with an office and place of business at No. 21 State Street, in the Borough of Manhattan, City and Southern District of New York, and that said defendant has charge, in the United States, of the business affairs of this defendant, and that he represents himself and his office, respectively, to be the person with whom, and the place at which, business may be transacted in the United States with the Cunard Line.

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8. It denies that said defendant, Charles P. Sumner, has been engaged in business as its general agent in the United States for many years, and says, on the contrary, that said Charles P. Sumner was first appointed its general agent in the United States on the first day of August, 1909.

9. It admits the averments contained in the subdivision thereof numbered 24 to the effect that the defendant steamship lines are natural competitors in the business of furnishing facilities for the aforesaid steerage passenger traffic, but only to the limited extent to which their steamers start from the same port 692
on the same date and carry passengers to the same destination, but says that in other respects said defendant steamship lines are not natural competitors and, except as admitted, denies each and every averment in said subdivision 24, and says that this defendant has not entered into or been a party to any unlawful combination, contract or conspiracy, or to any conspiracy whatever, with any or all of the other defendants in said petition described, and denies that it has ever violated or attempted or intended to violate the Anti-Trust Act or any provision thereof.

III. 693

Answering that portion of the petition numbered "III" entitled: "Description of the trade and commerce which the defendants are monopolizing and attempting and conspiring to monopolize":

10. This defendant admits that the traffic in carrying steerage passengers between Europe and the United States has at some periods been large, and that the steamship companies engaged in carrying such passengers have extended their facilities for

694 *Answer of The Cunard Steamship Company, Ltd.*

handling it, and that the income derived from that class of traffic constitutes an important part of their revenue. Except as admitted, this defendant says that it has no knowledge or information or belief as to the other averments therein set forth and leaves it to petitioner to make such proof in that behalf as it may be advised.

IV.

Answering that portion of the petition numbered "IV" entitled "The combination and conspiracy in
695 *which the defendants are engaged":*

11. It denies that the defendants have been or are engaged in the Southern District of New York, in the United States, or elsewhere, in any combination or conspiracy, unlawful or otherwise, to restrain any part of the trade or commerce of the United States with foreign nations or to monopolize the same, or any part thereof, and it denies that said defendants are or have been engaged in the Southern District of New York, or elsewhere, in any combination or conspiracy to destroy all competition among and between themselves in the business of transporting third-class or
696 steerage passengers by steamships between ports in the United States of America and ports in Europe, or that said defendants at any time have eliminated, suppressed or destroyed, or have attempted to eliminate, suppress or destroy, all or any competition in such traffic by any persons or corporations other than themselves, and this defendant denies each and every averment contained in said paragraph of said petition.

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V.

Answering that portion of the petition numbered "V" and entitled "The manner and means of accomplishing the unlawful combination and conspiracy":

A.

12. It admits that on or about February 5, 1908, at the City of London, in England, this defendant and the defendants, the Allan Line, the Anchor Line, the Hamburg-American Line, the North German Lloyd, 698
the Holland-American Line, the Red Star Line, the International Mercantile Marine Company, and the Canadian Pacific Line, entered into a certain contract in writing; this defendant believes that Exhibit "A" of the petition is substantially a true copy thereof, but for greater certainty as to the terms thereof, this defendant craves leave to refer to the same when the same shall be produced, but this defendant denies that in entering into said contract it entered into any unlawful combination or conspiracy, or into any conspiracy whatever, or that said contract was or is unlawful, or that this defendant was or is a member of any unlawful combination or conspiracy, or any conspiracy whatever, as alleged in the petition; and this 699
defendant says on the contrary that the making of said contract was and is lawful when and where made at the City of London, England, and that the making of said contract is not, and never was, a violation of the laws of the United States.

13. This defendant admits that the terms of said contract of February 5, 1908, are of the general purport mentioned in the paragraphs numbered 2, 3, 4, 5, 6, 7, 8 and 9, as far as the said provisions are therein set forth, but this defendant in no sort admits the truth

700 *Answer of The Cunard Steamship Company, Ltd.*

of the averments of the petition as to the meaning, legal effect or intent of said contract, and for greater certainty craves leave to refer to said contract when the same shall be produced.

B.

Answering that portion of the petition entitled "Defendant The Russian-American Line becomes a party to the illegal contract."

14. It denies that the defendant, The Russian-American Line, was admitted to membership in the
701 Atlantic Conference or to the provisions of said contract at a meeting held by the other defendant lines at the City of Cologne, Germany, on September 1st, 1909, or at any other time or place, and denies that the shares of all the lines, parties to said contract, were in any respect altered, but it admits that an agreement was made with The Russian-American Line with respect to the maintenance of its steerage traffic, subject to provisions, similar to the provisions of the said contract.

15. It admits that by the terms of said contract of February 5, 1908, said contract was to remain effective to February 28, 1911, and was to continue there-
702 after from year to year unless due notice should be given to the Secretary as in said agreement provided.

C.

Answering that portion of the petition entitled "Acts pursuant to the unlawful agreement and to effect the purpose of the unlawful combination and conspiracy":

16. This defendant admits that since the making of said contract of February 5, 1908, this defendant has

duly made and rendered the accounts required to be made by said agreement, but says that this has been done only in Europe and not elsewhere. It admits that in cases where this defendant has been found to have carried more than its percental participation in the carriage of steerage passengers as defined by said contract, this defendant has made payment in Europe for such excess as required by the terms of the agreement and has otherwise complied in Europe with the agreement. But except as to acts performed in Europe in the financial management of the affairs of this defendant, it denies that it has carried on such portion 704
of its business as related to the carriage of steerage passengers in accordance with any agreement with any other steamship company. This defendant denies that said contract was or is unlawful, or that all free or natural competition between said lines in the establishment of rates or in the furnishing of facilities for steerage traffic has been or is wholly eliminated or unreasonably limited, and says upon the contrary that this defendant and the other defendant lines now are, and at all times since the making of said contract of February 5, 1908, have been, engaged as competitors in the carrying of steerage passengers, and that this defendant and, as it is informed and believes, the other 705
defendant steamship lines, at all times mentioned in the petition, were and now are doing each its utmost to secure as large an amount of said steerage traffic as it can get and handle without inaugurating a war or destructive competition in steerage rates.

17. It denies that the successful accomplishment of the objects of said agreement necessarily involve the execution of the terms or scope or intent of said agreement throughout the United States or in the Southern District of New York, and it denies that since February 5, 1908, its agent in the United States, the de-

fendant, Charles P. Sumner, or his predecessor in that office, has been designated or established by it at his office or elsewhere in the United States, as its agent to carry out or make effective the terms, objects or intent of said agreement, or that said defendant, Charles P. Sumner, or his predecessor, has carried out or executed acts necessary for the successful accomplishment of said agreement; as to the defendants other than this defendant, and the defendant, Charles P. Sumner, this defendant has no knowledge, information or belief, and leaves it to the petitioner to
707 make such proof in that behalf as it may be advised; but this defendant denies that said agreement was or is unlawful or that it thereby or otherwise entered into or became a party to any unlawful combination or conspiracy, or to any conspiracy whatever.

18. It denies that it ever instructed or ordered its agent, the defendant, Charles P. Sumner, or his predecessor, in respect to the accomplishment of the objects and purposes of said agreement, and this defendant says that from time to time it has sent instructions to the defendant, Charles P. Sumner, with respect to the rates to be charged upon its ships, and to other matters involving the conduct of its business and the
708 operation of its ships and that said defendant, Charles P. Sumner, has complied with and carried out such instructions.

19. This defendant has no knowledge, information or belief as to whether the other individual defendants mentioned in the petition have ever received orders and instructions from their respective principals respecting said contract of February 5, 1908, or in respect to the accomplishment of the objects thereof, and leaves it to petitioner to make such proof in that behalf as it may be advised.

Answer of The Cunard Steamship Company, Ltd. 709

Answering that portion of the petition entitled "Agreement to destroy competition of independent lines":

20. It denies that the defendant steamship lines, at a meeting held March 25, 1908, or at any other time, agreed that they would act together to eliminate or destroy the competition of any or all persons or corporations that might then or thereafter operate lines of steamships or carry steerage passengers between Europe and the United States, in competition with all or any of the steamship lines in the traffic covered by said agreement, and further denies that said agree- 71
ment was or is unlawful, or that it was or is a party to any unlawful combination or conspiracy, or to any conspiracy whatever.

21. This defendant says that at a meeting of the defendant lines held at the City of London, in England, on or about the 25th day of May, 1908, in order to meet the low rates which were then being quoted by a line of steamships, not party to the agreement, operating between New York and the Continent, it was arranged that one of the lines, party to the agreement, should quote low rates in competition with said outside line, but this defendant says, however, that said low rates have never been as low as the rate of the 711
outside line, nor have the rates of any outside line been under-cut. This defendant further says that when any steamship company in the North Atlantic business has been willing to conform to the rules and regulations mentioned in said contract, and to the provisions thereof, and, in addition, has shown itself responsible and capable of governing its agents in a responsible and proper manner, it has been admitted to the conference, and to all the rights accruing under said agreement of February 5, 1908.

712 *Answer of The Cunard Steamship Company, Ltd.*

Answering that portion of the petition entitled "Arrangement to use so-called 'fighting steamers' to destroy competition":

22. This defendant denies (except as above specifically admitted) that it or any of its representatives or agents acted in any way at any time in the selection, control or operation of so-called "fighting steamers," or that at the direction of any committee, or otherwise, it reduced on any of its steamers the passage rate to meet outside competition. It says that no representative, official, employee, servant or agent of this
713 defendant was ever appointed or acted in New York, or elsewhere in the United States, as a member of a committee, for and on behalf of the defendant lines, for the selection of so-called "fighting steamers" to sail eastbound from the port of New York to European ports. This defendant is informed and believes, and therefore says, that in no instance were the rates on any of the ships belonging to any of the defendant lines lowered beyond a point necessary to compete with the rates quoted by outside lines, and in no instance were the rates of outside lines under-cut. In no instance have the rates been lowered to a point as low as the rate of the competing outside line, and this de-
714 fendant says that the lowering of rates aforesaid was not done pursuant to any unlawful combination or conspiracy, or to any conspiracy whatever.

Answering that portion of the petition entitled "Competitors are crushed":

23. This defendant denies that any unreasonable or unlawful method of competition was employed by this defendant or by the other defendant steamship lines to meet or suppress competition in steerage traffic by the Russian Volunteer Fleet or by the Russian-

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American Line, operating between the port of New York and the port of Libau in Russia, and this defendant says that no instructions were given by it to its American representative or agent with regard to so-called "fighting steamers."

Answering that portion of the petition entitled "The Russian Volunteer Fleet is driven out of business":

24. This defendant admits that from March to June, 1908, the Russian Volunteer Fleet frequently advertised its steamships to sail from the port of New York to the port of Libau in Russia, and advertised for and solicited persons to sail as steerage passengers upon such ships, but this defendant is without knowledge, information or belief as to the equipment of the Russian Volunteer Fleet for handling such traffic and leaves it to petitioner to make such proof in that behalf as it may be advised.

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25. This defendant says that no representative, official, employee, servant or agent of this defendant, ever acted as a member of any committee in the City of New York for the purpose of selecting so-called "fighting steamers," and that the rates on its ships were never reduced to meet the compeition of said Russian Volunteer Fleet to any sum less than the rate advertised by the Russian Volunteer Fleet. This defendant has no knowledge or information or belief as to what measures may have been taken by other lines to meet the competition of said Russian Volunteer Fleet, and leaves it to petitioner to make such proof in that behalf as it may be advised.

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26. This defendant denies that the Russian Volunteer Fleet withdrew its steamships from said service between the ports of New York and Libau in the

718 *Answer of The Cunard Steamship Company, Ltd.*

month of July, 1908, and says that said withdrawal took place in the month of June, 1908. It admits that since said withdrawal said line has ceased to operate its ships. This defendant further says that said withdrawal of the ships of the Russian Volunteer Fleet was not due or owing to any unfair or unlawful competition on the part of this defendant, or, upon information and belief, on the part of the other defendant lines.

27. This defendant says that the movement of immigration to the United States in the year 1908 was at
719 a very low ebb. Upon information and belief it says that the Russian Volunteer Fleet was quoting low rates, both westbound and eastbound, in the hope of being able to secure enough passengers to make their voyages profitable, but the freight, cabin and steerage traffic was so poor at that time that said voyages were conducted at loss, as was also the case with the voyages of the ships of the defendant lines, and this defendant says, upon information and belief, that the withdrawal of the Russian Volunteer Fleet was occasioned both by the small amount of traffic and by the entry of the Russian-American Line as a competitor into the trade between Libau and New York,
720 and by reasonable and natural economic causes.

28. Upon information and belief this defendant says that upon the withdrawal of the Russian Volunteer Fleet its contracts for the carriage of steerage passengers were taken over and assumed by the Russian-American Line under and pursuant to an arrangement between said Russian-American Line and the Russian Volunteer Fleet, of the particular terms of which arrangement this defendant has no knowledge.

29. This defendant believes, and therefore says, that the withdrawal of the ships of the Russian Vol-

unteer Fleet from the service between New York and Russia resulted in no detriment or loss to the public or to persons desiring to procure steerage transportation between New York and Russia.

Answering that portion of the petition entitled "The Russian-American Line is driven out of competition and forced into the unlawful combination and conspiracy":

30. This defendant admits that from March to September, 1908, the defendant, the Russian-American 722
Line, was engaged in operating its line of steamships from the port of New York to the port of Libau in Russia and in carrying thereon steerage passengers in competition, to a limited extent, with some of the other defendant steamship lines, but it does not know the extent of such competition. It admits that frequently during the said period the Russian-American Line advertised its steamships to sail from the port of New York, and advertised for and solicited persons to travel upon its ships as third-class or steerage passengers, but this defendant denies that the rates on any of its ships were ever lowered to meet or undercut the rates on the ships of the Russian-American 723
Line, or that any of its representatives, officials, employees, servants or agents ever acted in the United States, upon any committee to select a so-called "fighting steamer," to compete with the ships of said Russian-American Line.

31. This defendant has no knowledge or information as to what measures may have been taken by other lines to meet the competition of said Russian-American Line and leaves it to petitioner to make such proof in that behalf as it may be advised.

724 *Answer of The Cunard Steamship Company, Ltd.*

32. This defendant is without knowledge or information as to whether the Russian American Line, in the year 1908, incurred any financial loss in the conduct of its third-class or steerage traffic. It denies that in the month of September, 1908, the Russian-American Line became a party to the contract of February 5, 1908, or to the Atlantic Conference, or that it has since conducted its trade or commerce or business free from competition with the other defendant lines. It admits that an agreement was made with the Russian-American Line with respect to the main-
725 tenance of its steerage traffic.

Answering that portion of the petition entitled "Unfair competition against the Uranium Steamship Company:"

33. This defendant is without knowledge or information as to whether the Uranium Steamship Company, Limited, is a corporation organized under and by virtue of the laws of the United Kingdom of Great Britain. It admits that certain steamships run under the name of the Northwest Transport Line, which, it is informed, had earlier been run under the name of the New York and Continental Steam-
726 ship Company and are now run under name of Uranium Steamship Company, began to operate about April 1st, 1909, and have since operated between the ports of New York and Rotterdam, and ever since that date have carried steerage passengers. It admits that the Uranium Steamship Company, Limited, is not and never has been a party to the contract of February 5, 1908.

34. This defendant denies that any of its steamships was ever selected as a "fighting steamer" to carry third-class or steerage passengers at cut rates against the steamships of said Northwest Transport

Line. It says that it has never issued any instructions to any of its agents or representatives in America in connection with said Northwest Transport Line.

35. This defendant is without knowledge or information as to what other companies or individuals may have done in order to compete with the Northwest Transport Line, and leaves it to petitioner to make such proof in that behalf as it may be advised.

36. It admits that the terms of said contract of February 5, 1908, have been enforced and put into effect since March, 1910, by the defendant lines in 728
Europe, but this defendant denies that any of the methods adopted were unlawful or were aimed at the elimination of competition by the Northwest Transport Line with them in the carriage of steerage passengers. This defendant denies that it has ever issued any orders or instructions to any of its agents or representatives in the United States with reference to the Northwest Transport Line or to "fighting steamers" or to competition with said Northwest Transport Line.

37. This defendant has no knowledge or information as to whether the Northwest Transport Line has at all or any times since the institution of its serv- 729
ice, conducted its steerage traffic at a financial loss, but it denies that said Northwest Transport Line has been prevented by any illegal or oppressive measures adopted in concert or otherwise by the defendant steamship lines or by this defendant, for the purpose of excluding said Northwest Transport Line from a participation in said traffic, or for the purpose of effectuating any restraint or monopoly of the said traffic, from obtaining a fair and reasonable share of said traffic.

730 *Answer of The Cunard Steamship Company, Ltd.*

38. This defendant says that it has in some cases, declined to employ certain persons as agents for the sale of its tickets over its line who were agents for the sale of steerage tickets of certain competing lines, but this defendant denies that such action on its part is other than a necessary, usual and lawful business measure on its part, or that said action is taken in pursuance of any unlawful combination or conspiracy or of any conspiracy whatever, or in pursuance of the contract of February 5, 1908.

731 *Answering that portion of the petition entitled "Excessive and arbitrary rates are charged by defendants for steerage transportation:"*

39. This defendant denies that at all or any times since the adoption of the contract of February 5, 1908, any or all of the defendant steamship lines have arbitrarily fixed their rates for steerage transportation, so as to bring about any arbitrary division of traffic, or so as to maintain rates at any artificial level, or that they have deprived, or are depriving, the public of the benefit of any normal division of traffic between the persons or corporations engaged therein, or of any benefits whatever. This defendant
732 denies that unregulated competition ever has, or ever will or could produce superior facilities to those at present enjoyed by the traveling public, or that lower rates ever have or could result permanently from such unregulated competition. This defendant says that its rates have been at all times, and now are, reasonable.

40. This defendant says that at no time since the establishment of steam navigation have steerage passengers entering and leaving the United States, been able to obtain better transportation and accommodations at less cost than since the agreement of February 5, 1908. Steerage rates have not since that

date been increased over the amount of such rates prior thereto, sufficiently to compensate the carriers for the diminution in the purchasing power of money which has occurred during the same period, or to compensate for the increased facilities and accommodations which are offered or the increased cost of operation. Since February 5, 1908, competition between the parties to the contract of that date, in increasing the size of their steamers and in improving the conditions of the service, has been more active than at any previous time. The largest vessels afloat are those owned and operated by the defendant lines in 734
their passenger service between Europe and the United States. Since the making of the contract of February 5, 1908, it has happened ten or more times that one or other of the defendant lines has put in service, or started the construction of, a steamer larger than any of its vessels then in service. The third-class accommodations now provided by this defendant and by some of the other defendant lines are in many respects equal to the first-class accommodations existing twenty-five years ago. The absence of any agreement of the sort contemplated by the contract of February 5, 1908, would invite rate wars and destructive competition in the steerage business. It is only when the lines are living at peace with one another, 735
and not spending their earnings in destructive competition, that they can make improvements in accommodations and service and give the public that benefit which the public is now receiving. Not only have rate wars been followed by serious consequences to the steamship companies themselves, but they are inimical to the interest of the countries between which the passengers are carried.

41. The carrying trade of the ocean is altogether different from the carrying trade on land by rail. On

land, it is necessary to go to considerable initial expense in obtaining a franchise, condemning a route, purchasing land, laying tracks and providing rolling stock, while on the sea, the road is open to all who wish to take a part and compete for business. As a necessary consequence, a large company which has through a long period of years devoted great effort and expended enormous sums in building up a trade, building and equipping its steamers and training its officers, crews and agents, is at the mercy of any more or less irresponsible person who may enter the
737 trade with one or two cheaply equipped steamers, manned by inexperienced officers and undisciplined crews, and may have its trade taken away by destructive and speculative competition. The large company, in defense, has to make considerable sacrifice and lose money to retain its trade, while ultimately its competitor may be compelled to withdraw from the trade after suffering loss himself, and bringing the trade he has entered into a demoralized condition. Under such circumstances, the accommodations and facilities offered the public are bound to deteriorate. A rate war or destructive competition may result temporarily in lower rates, but ultimately it will result in
738 the survival of only the largest and strongest companies, in a practical monopoly of the traffic in a few hands, and, finally, in higher rates than are maintained under such reasonable regulation of competition as the contract of February 5, 1908, provides.

42. Within recent years, but prior to the contract of February 5, 1908, such destructive competition has actually driven out of business several steamship companies which had long operated between Europe and the port of New York, carrying steerage passengers. Effective rate wars on land can be conducted only by railroads, the physical location of whose tracks en-

ables them to compete, but on the sea any steamer may compete with any other steamer on any route, and weaker lines may be totally driven out of business by rate wars, which ultimately result in the concentration of the business in the hands of a very few, and in impairment of service. In rate wars, on the land, the railroads will have certain local and non-competitive business on which they may survive, in spite of the war, but a rate war on the ocean takes from the weaker line all its business, and the public suffers accordingly.

43. Most of the westbound steerage passengers carried by the defendant lines are immigrants to the United States, and practically all the relations between each immigrant and the line by which he comes, from the time when the immigrant first applies for passage until he is landed in the United States, and permanently accepted as a proper resident, are now regulated by the United States immigration laws. In recent years, these laws have been greatly extended, particularly as regards the selection and acceptance by the steamship company of only such passengers as are admissible. Before accepting an alien as a passenger, the steamship company is required carefully to investigate the circumstances under which he has immigrated, his physical and mental condition and history, his moral record, his personal and political opinions and his ability to care for himself. Under heavy penalties, the steamship lines are held responsible for mistakes made by their agents in Europe, in accepting as passengers, persons who, upon the completion of the voyage, are found, on examination, to have deceived the steamship company in reference to their admissibility as immigrants. Under the immigration laws, steamship companies are made responsible for the expense of returning all immigrants ultimately found

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742 *Answer of The Cunard Steamship Company, Ltd.*

to have entered the United States in violation of law. The responsibilities and expenses imposed on the steamship companies by these laws may continue for three years from the date of landing, in case of all aliens, and in case of some, may continue as long as the alien lives in the United States. For the purpose of complying with these immigration laws of the United States, this defendant has, during recent years, maintained a careful and elaborate system for the education and supervision of persons who sell its steerage tickets in Europe. It has, also, at the
743 principal ports at which its passengers embark, maintained, or arranged for the maintenance of places of abode for detaining immigrants and their families, so as to permit a continued system of medical inspection before such immigrants were permitted to embark. This system for the education and regulation of ticket agents and for the investigation of the records and physical condition of the immigrants before embarkation has caused this defendant great expense and much study and labor, based on long continued experience in the business, and this defendant says that it is practically impossible for a steamship company to comply with the immigration laws of the United States unless it maintains a careful system for the se-
744 lection and inspection of applicants for steerage passage, and that a proper system to accomplish those purposes cannot be maintained by a steamship company unless its rates are relatively stable and are a reasonable compensation for its services to the passenger and to the public.

44. The absence of any such reasonable regulation of steerage traffic as is provided by the contract of February 5, 1908, has led in the past, and would necessarily lead, at short intervals, in the future, to destructive competition and rate wars, and rates are

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then so far reduced as to attract as immigrants to the United States great numbers of those who are too poor to pay the usual rate. No degree of care will suffice to protect a steamship company or the officers of the United States Bureau of Immigration against the deceptions frequently practiced by that class of immigrants, and a war in steerage rates necessarily results in bringing into the United States great numbers of persons who are not able to support themselves in Europe and who, ultimately, prove unable to support themselves in the United States, although both the officers of the steamship companies and the officers of the United States Bureau of Immigration are unable to detect the fact that the immigration laws of the United States are being violated.

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45. This defendant and the other defendant lines render an important service to the public and by reason of this, are subject to many requirements of statute regulating the conditions under which they transport passengers, particularly steerage passengers. The statutes of the United States and of Great Britain provide, with much particularity, as to the care and maintenance of steerage passengers, the conditions under which they may be carried, their medical attendance, and the condition of their accommodation. The proper observance of these regulations, and the proper care of the safety and comfort of passengers, entail care and increasing expense on this defendant and on the other defendant lines, and the responsibilities of this defendant and of the other defendant lines to the public cannot be fulfilled unless stable rates can be maintained which will afford a reasonable compensation for the service.

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46. In the absence of international agreement or treaty on the subject, there is no regulating authority which can authorize the establishment and maintenance

748 *Answer of The Cunard Steamship Company, Ltd.*

of reasonable, stable and equitable rates, and in order to maintain their services to the public on a permanent basis, and with security and comfort to their passengers, this defendant and the other defendant lines have been forced to contract with one another as has been done by the agreement of February 5, 1908, for the maintenance of equitable, reasonable and stable rates, and this defendant says that the making of said agreement and the acts of this defendant and of the other defendant lines, performed in carrying out said agreement, have been and are a benefit to the people of
749 the United States, and have been in accordance with the policy of the United States in respect to the carriage of passengers on the sea, and particularly in respect to the immigration of aliens to the United States. And this defendant says that it is informed and believes that there now exists, and for many years has existed, to the knowledge of the petitioner, and of the officers of its Department of Justice, a pool or combination of railroads operating within the territory of the United States, for the purpose of the regulation and division of the business of carrying immigrants westward after their arrival at the port of New York, and that such combination or pool has been officially examined by the United States Interstate Com-
750 merce Commission and has not been ordered to be dissolved by said Commission.

47. Since the making of said agreement of February 5, 1908, and under the operation of that agreement, the compensation received by this defendant for the carriage of steerage passengers has not been more than a moderate, just and reasonable compensation for the expenses incurred and the service rendered in such carriage. The dividends paid to the stockholders of this company since the making of said agreement of February 5, 1908, have not averaged more than two and three-quarters per cent annually.

Answer of The Cunard Steamship Company, Ltd. 751

48. This defendant therefore avers that the agreement of February 5, 1908, is not, and does not, create or tend to create, an undue, unreasonable or unlawful restraint of trade or commerce, nor does it create or tend to create a monopoly or attempt or tend to do so.

Answering that portion of the petition entitled "Penal enforcement of the terms of the unlawful contract:"

49. This defendant denies that since the agreement of February 5, 1908, any duress or constraint has been put upon any of the parties to said agreement with reference to the conduct of its steerage business and refers to the terms of said agreement for particulars thereof. 752

VI.

Answering that portion of the petition entitled "Monopoly resulting from conspiracy."

50. This defendant denies that the defendant steamship lines have obtained or attempted or intended to obtain a virtual or any monopoly of any part of the traffic of transporting steerage passengers between the United States and foreign nations, and it denies that said contract was or is unlawful, or that it was or is a party to any unlawful contract, combination or conspiracy, or to any conspiracy whatever. It admits that at the date of the filing of said petition, about ninety per cent of the total third-class or steerage traffic between Europe and North America was carried in ships belonging to the defendant steamship lines, but it denies that seventy-five per cent, or any per cent of such total steerage traffic is restrained or limited or unreasonably regulated by means of said contract of February 5, 1908, and says that the regulation of said traffic provided for in the contract of February 5, 1908, is reasonable and lawful. 753

754 *Answer of The Cunard Steamship Company, Ltd.*

VII.

51. This defendant now having fully answered the petition herein, denies all and all manner of unlawful contract, combination, conspiracy, monopolizing or attempt or intent to monopolize, and all manner of misdoing of every kind wherewith it is by the said petition charged, without this, that there is any other matter, cause or thing in said petition contained material or necessary for this defendant to make answer unto, and not herein or hereby well and sufficiently answered, confessed, traversed, avoided or denied, is
755 true to the knowledge or belief of this defendant; all which matters and thing, this defendant is ready and willing to aver, maintain and prove as this Honorable Court shall direct, and humbly prays to be hence dismissed, with its costs and charges in this behalf most wrongfully sustained.

LORD, DAY & LORD,
Solicitors for the Defendant,
The Cunard Steamship Company,
Limited,
No. 49 Wall Street,
New York City,
New York.

756 LUCIUS H. BEERS,
ALLAN B. A. BRADLEY,
Of Counsel.

THE CUNARD STEAMSHIP COMPANY, LIMITED,
By A. A. Booth.
T. Royden.

Attest:
W. Dranfield,
Secretary.

(Seal of The Cunard Steamship Company, Ltd.)

Answer of The Cunard Steamship Company, Ltd. 757

Kingdom of Great Britain,
City of Liverpool, ss:

The answer of the defendant, The Cunard Steamship Company, Limited, was taken this 23rd day of March, 1912, before George Michael Magee, the subscriber, a Notary Public, duly authorized by Royal Authority, residing and practising at Liverpool aforesaid, under the common seal of the said The Cunard Steamship Company, Limited, as by its common seal thereto affixed appears.

GEO. M. MAGEE,
Notary Public, 758
Liverpool.

(Notarial Seal. 1 Shilling
Stamp, 23/3/12)

Kingdom of Great Britain and Ireland,
County of Lancaster, City of Liverpool, } ss:
Consulate of the United States of America,

I, the undersigned Deputy Counsel of the United States of America, for the port of Liverpool, England, do certify and make known to whom these presents shall come, that the signature Geo. M. Magee to the annexed Certificate subscribed is genuine. That the said Geo. M. Magee is a Notary Public of respectability, doing business in Liverpool, England, and that to the said Certificate, as signed, in my opinion, full faith and credit are due. 759

Given under my Hand and Seal of Office in Liverpool this 23rd day of March and year of our Lord, One thousand nine hundred and twelve.

Seal of United States Consulate Liverpool.

WM. PIERCE,
Deputy Consul of the United States of America, Liverpool, England.
Not'l and Mis. Serv's. 31/44.
No. 192 $2=8/3.

(American Consular Service,
$2 Fee Stamp.)
(American Consulate, 23 Mar. 1912.
Liverpool, England.)

760 **The Separate Answer of the Defendant, Charles P. Sumner, to the Petition of the United States of America, filed herein on January 4, 1911.**

IN THE DISTRICT COURT OF THE UNITED STATES,

FOR THE SOUTHERN DISTRICT OF NEW YORK,

In the Second Circuit.

761 THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and CHARLES P. SUMNER, impleaded with others, Defendants. } In Equity.

This defendant, answering under so much and such parts of said petition as he is advised it is material and necessary for him to make answer unto, says:

762 I. I deny that I am violating or ever have in any way violated, or attempted or intended to violate, any of the provisions of the Act of the Congress of the United States, entitled: "An Act to Protect Trade and Commerce against unlawful restraints and monopolies," approved July 2, 1890, or that I am now doing, or ever have done, anything respecting the matters set forth in the petition which was not within my legal right to do. I aver that I am not amenable to the jurisdiction of the United States, or to punishment by its laws, by reason of the dealings or matters set forth in the petition.

II. I was first appointed general agent in the United States of the defendant, the Cunard Steamship Company, Limited, on the first day of August, 1909. I have but little, if any, personal knowledge with reference to the averments of the petition so far as the same relate to matters charged to have occurred prior to August first, 1909.

III. I have no knowledge or information respecting the acts of the other defendants, saving by hearsay. I have heard nothing that leads me to believe that the other defendants have violated or intended to violate said Act of Congress, as alleged in the petition. 764

IV. I am a resident of Elizabeth, New Jersey, and I admit that since August first, 1909, I have been engaged in business as the general agent in the United States of the Cunard Line, with an office and place of business at No. 21 State Street in the Borough of Manhattan, City and Southern District of New York, and that I have charge of the affairs in the United States of the Cunard Line, and represent myself and my office, respectively, to be the person with whom, and the place at which, business may be transacted in the United States with the Cunard Line.

V. I believe that the contract annexed to the petition as "Exhibit A" is substantially a true copy of a contract entered into in London, England, on February 5, 1908, by the defendant steamship companies whose names are signed thereto, but I have never seen said contract and had no part in the making of it. 765

VI. I deny that I am designated by the Cunard Line as agent for it to carry out and make effective in the United States the terms, objects or intent of said contract or of any unlawful agreement, combination or conspiracy or of any conspiracy whatever.

766 *Answer of Charles P. Sumner*

VII. I deny that since my appointment as aforesaid I have, to my knowledge, carried out or executed acts necessary for the successful accomplishment of any unlawful combination or conspiracy or of any conspiracy whatever. I have never, to my knowledge, received orders or instructions from the Cunard Line in respect to the accomplishment of the objects or purposes of any unlawful combination or conspiracy or of any conspiracy whatever.

VIII. From time to time I have received instructions from the Cunard Line with respect to the rates
767 to be charged upon its ships and with respect to other matters involving the conduct of its business and the operation of its ships, and I have complied with and carried out such instructions; I have never acted as a representative of the Cunard Line, or of any other line, upon any committee in New York or elsewhere to select, control or operate so-called "fighting steamers" or to regulate, fix or control the rates to be charged steerage passengers upon the ships of any of the defendant lines.

IX. None of the ships of the defendant, the Cunard Steamship Company, Limited, sailing from any port of the United States, was, since August first, 1909,
768 or, so far as I am informed, and to the best of my belief, at any time prior thereto, selected by any committee or otherwise as a so-called "fighting steamer."

X. I have been instructed by the Cunard Steamship Company, Limited, not to employ as agents for the sale of its tickets certain persons who act as agents for the sale of steerage tickets of certain competing lines, and I have carried out those instructions, but I do not believe that such action is other than a usual, necessary and lawful business measure on the part of the defendant, the Cunard Steamship Company, Lim-

ited, or that such action is taken in pursuance of any unlawful agreement, combination or conspiracy or of any conspiracy whatever.

XI. I deny that I have ever violated or attempted or intended to violate the Anti-Trust Act or any provision thereof, and I humbly pray to be hence dismissed with my costs and charges in this behalf most wrongfully sustained.

CHARLES P. SUMNER.

LORD, DAY & LORD,
Solicitors for Defendant,
Charles P. Sumner. 770
LUCIUS H. BEERS,
ALLAN B. A. BRADLEY,
Of Counsel.

United States of America,
Southern District of New York, } ss:
County of New York,

Charles P. Sumner, being duly sworn, says that the facts stated in the foregoing answer of his own knowledge are true, and that those stated upon information and belief he believes to be true.

CHAS. P. SUMNER.

Sworn to and subscribed before me 771
this 1st day of April, 1912.
Allen E. Foster,
Notary Public,
New York County, No. 120.
(Notarial Seal.)

772 **The Separate Answer of the Defendant, Russian East Asiatic Steamship Company, Limited (Russian-American Line) to the Petition of the United States of America, filed herein on January 4th, 1912.**

IN THE UNITED STATES CIRCUIT COURT,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE - PACKET - FAHRT - ACTIEN - GESELLSCHAFT, THE ALLAN LINE STEAMSHIP COMPANY, LIMITED, RUSSIAN EAST ASIATIC STEAMSHIP COMPANY, LIMITED (Russian American Line), impleaded with others, Defendants.	In Equity.

773

774 The separate answer of the defendant, Russian East Asiatic Steamship Company, Limited, to the petition of the United States of America, filed herein.

This defendant, Russian East Asiatic Steamship Company, Limited, now and at all times hereafter having and reserving unto itself all manner of benefit and advantage of exception to the many manifest errors, uncertainties and insufficiencies in said petition contained, for answer thereto, or unto so much and such parts thereof as this defendant is advised is or are material or necessary for it to make answer unto, says:

Answer of Russian East Asiatic Steamship Co., Ltd. 775

I.

As to all matters and things alleged in any of the paragraphs of said petition to have taken place on or before the 1st day of September, 1909, the day on which it is charged with becoming a party to the alleged illegal agreement, this defendant for answer thereunto says, that it has no knowledge of the matters and things alleged, and does not understand that it is alleged in said petition that this defendant was in any manner connected with, or interested in, the various transactions alleged in said petition to have taken place prior to September 1st, 1909, but if it is intended to 776
charge this defendant with knowledge thereof, or participation therein, any knowledge thereof, or participation therein is specifically denied.

II.

As to the other matters and things alleged in any of the paragraphs of the petition, this defendant, upon information and belief, denies the same, except that it admits that it is a joint stock company whose articles of association have been approved by His Imperial Majesty the Emperor of Russia, and that it is engaged in the carriage of Russian Imperial mail, passengers and freight between the ports of Libau and New York; and that Alexander E. Johnson and Max 777
Straus are its passenger agents.

The Russian East Asiatic Steamship Company, Limited, further admits that on or about the 1st day of September, 1909, it entered into an arrangement with certain other steamship companies, but denies that the terms of said agreement are properly set forth in the petition, and denies specifically each and every allegation of wrongful intent or wrong doing, so far as such allegations of wrongful intent or wrong doing relate or are intended to relate to or affect this defendant.

778 *Answer of Russian East Asiatic Steamship Co., Ltd.*

III.

Further answering the petition, the Russian East Asiatic Steamship Company alleges that it is engaged in the operation of a line of steamers between the port of New York and the port of Libau in Russia; and that it is independently operating said line without the aid or co-operation of any of the other defendants or in conjunction with them.

IV.

779 Further answering the petition, it alleges that prior to the peace between the Empire of Russia and the Empire of Japan, executed in the year 1905, at the City of Portsmouth, in the State of New Hampshire, it operated a line of steamships between ports in Russia and the Far East, more particularly the port of Vladivostock; that by reason of the changed conditions resulting from said peace it became necessary to find a new and profitable trade for the employment of its vessels then engaged in the Far Eastern trade; that the said vessels were not built especially for the Trans-Atlantic trade and the defendant had no experience in said trade; that the Russian Imperial Volun-
780 teer Fleet was also engaged in the Far Eastern trade, and that it likewise was obliged to seek a new trade for the employment of its vessels.

At the time aforementioned there never had been any regular direct communication or line of steamers maintained between the United States and the Empire of Russia; that mail, passengers and freight to be transported between the said countries were obliged to travel through other countries in order to reach their destination; that the trade between said countries was and is large; and the natural resources of the two nations enormous; that the traffic between the

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said countries had become accustomed to a well defined means of communication; and that it was necessary and essential for the defendant in order to institute and make said new line successful, to make low and non-remunerative rates. In addition thereto the defendant in instituting a regular line was experimenting, and naturally did not desire to invest large sums of money in new and specially fitted steamers; it, therefore, fitted its steamers for the Trans-Atlantic trade, and while said steamers were seaworthy, they were not modern, and were not in a position to compete successfully with modern steamers and with established lines unless substantial concessions were made by the defendant.

782

The defendant further alleges that the peasant and artisan of Europe, as denominated in the petition, are clannish, and had become accustomed to established routes of travel, and, therefore, although furnished with a more direct method of communication, did not readily change from their accustomed route.

The defendant further alleges that by reason of the aforesaid facts, in the commencement of its service it did lose money, but denies that said fact forced it into any conference or agreement.

783

The defendant admits that since it instituted its line it has increased its rates, but alleges that said increase was due to the fact that the Russian Imperial Volunteer Fleet discontinued its service, and by reason of the fact that it became apparent that the traffic between the United States and the Empire of Russia would support the line, and to the fact that passengers and freight became accustomed to a direct method of communication and transportation provided by the defendant.

By reason of the aforesaid facts the defendant, therefore, commenced to build and did build steamers especially fitted for the trade, which steamers, while

784 *Answer of Russian East Asiatic Steamship Co., Ltd.*

not ocean leviathans, are equipped in every respect as efficiently as the Titanic or the Mauretania. The defendant further alleges that when traffic became accustomed to move over its line it was enabled to increase its rates, but denies that it has increased its rates in proportion to the increase in facilities and accommodations, or beyond what is essential for it to pay its expenses and a reasonable return on the capital invested.

V.

785 The defendant expressly denies that the Russian Imperial Volunteer Fleet was forced out of the trade by reason of any combination or conference, but alleges that said Russian Imperial Volunteer Fleet voluntarily withdrew from maintaining its service.

VI.

The defendant further alleges that it maintains vessels of modern build, with accommodations especially fitted and in other respects especially equipped for the maintenance of a regular line of steamers between the Empire of Russia and the United States of America,
786 and that it actively competes with all the defendants named in the petition, for passengers and freight, and that to be successful in such competition it is required continuously to increase and improve its service, and to invest large sums of money in new steamers, wharves and other equipment.

Further answering said petition, this defendant says that if there is any other matter or thing in said petition contained, material or necessary for this defendant to make answer unto, and not herein well and sufficiently answered, traversed or denied, that the same is not true, and it is hereby specifically denied,

all of which matters and things this defendant is ready and willing to aver, maintain and prove as this Honorable Court shall direct, and humbly prays to be hence dismissed, with its reasonable costs and charges in this cause most unjustly sustained.

THE RUSSIAN EAST ASIATIC
STEAMSHIP CO., LTD.,
BENHAM & BOYESEN,
by Max Normann,
General Agents.

RALPH JAMES M. BULLOWA,
Solicitor for Defendant,
21 State Street,
Borough of Manhattan,
City of New York.

788

789

790 **The Separate Answer of the Defendants Alexander E. Johnson and Max Straus, Copartners Doing Business Under the Firm Name of A. E. Johnson & Co., to the Petition of the United States of America, filed herein on January 4th, 1912.**

IN THE UNITED STATES CIRCUIT COURT,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

791 THE UNITED STATES OF AMERICA, Petitioner,

against

HAMBURG-AMERIKANISCHE - PACKET - FAHRT - ACTIEN - GESELLSCHAFT, THE ALLAN LINE STEAMSHIP COMPANY, LIMITED, ALEXANDER E. JOHNSON and MAX STRAUS, copartners doing business under the firm name of A. E. JOHNSON & COMPANY, impleaded with others, Defendants.

In Equity.

792 The separate answer of the defendants Alexander E. Johnson and Max Straus, copartners doing business under the firm name of A. E. Johnson & Company, to the petition of the United States of America filed herein.

These defendants, Alexander E. Johnson and Max Straus, now and at all times hereinafter saving and reserving unto themselves all manner of benefit and advantage of exception to the many manifest errors, uncertainties and insufficiencies in said petition contained, for answer thereunto, or unto so much and

such parts thereof as these defendants are advised is or are material or necessary for them to make answer unto, say:

I.

As to all matters and things alleged in any of the paragraphs of said petition to have taken place on or before the 1st day of September, 1909, the day on which it is charged that the Russian East Asiatic Steamship Company, Limited, became a party to the alleged illegal agreement, these defendants for answer thereunto say that they have no knowledge of 794
the matters and things alleged, and do not understand that it is alleged in said petition, that these defendants were in any manner connected with, or interested in the various transactions alleged in said petition to have taken place prior to September 1st, 1909, but if it is intended to charge these defendants with knowledge thereof, or participation therein, any knowledge thereof, or participation therein is specifically denied.

II.

As to the other matters and things alleged in any 795
of the paragraphs of the petition, these defendants, upon information and belief, deny the same, except that they admit that the Russian East Asiatic Steamship Company, Limited, is a joint stock company whose articles of association have been approved by his Imperial Majesty the Emperor of Russia, and that the said Russian East Asiatic Steamship Company, Limited, is engaged in the transportation and carriage of mail, passengers and freight between the ports of Libau and New York, and other ports; and that they are its passenger agents, and not its general agents in

796 *Answer of Alexander E. Johnson and Max Straus*

the United States, and in general charge of its affairs and business with the United States, as alleged in said petition.

III.

These defendants further say that they have no knowledge or information regarding the alleged agreement or participation therein of the Russian East Asiatic Steamship Company, Limited, as alleged in said petition, and therefore deny said allegations.

797

IV.

Further answering said petition, these defendants say that if there is any other matter or thing in said petition contained, material or necessary for these defendants to make answer unto, and not herein well and sufficiently answered, traversed or denied, that the same is not true, and it is hereby specifically denied, all of which matters and things these defendants are ready and willing to aver, maintain and prove, as this Honorable Court shall direct, and humbly pray to be hence dismissed, with their reasonable costs and charges in this cause most unjustly sustained.

798 A. E. JOHNSON & CO.
By MAX STRAUS.

RALPH JAMES M. BULLOWA,
Solicitor for the Defendants,
Alexander E. Johnson and Max Straus,
Office and Post Office Address,
21 State Street,
Borough of Manhattan,
City of New York.

Replication of the United States of America to the Answers of the Several Defendants, Filed Herein May 6, 1912. 799

Replication.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
vs.
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

800

In Equity
No. 7-74.

This replicant, the United States of America, saving and reserving to itself all and all manner of advantages of exception which may be had and taken to the manifold errors, uncertainties and insufficiencies of the answer of defendant, Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, of the answer of defendant, The Allan Line Steamship Company, Limited, of the answer of defendant, Emil L. Boas, of the answer of defendant, Canadian Pacific Railway Company, of the answer of defendant, Bryce J. Allan, of the answer of defendants, International Mercantile Marine Company, and others, of the answer of defendants, Nederlandsch-Amerikaansche Stoomvaart Maatschappij and another, of the answer of defendants Anchor Line and another, of the answer of defendants, Gustav H. Schwab and others, of the answer of defendant, Norddeutscher Lloyd, of the answer of defendant, The Cunard Steamship Company, Limited, of the answer of defendant, Charles P. Sum- 801

802 *Replication*

ner, of the answer of defendant, Russian East Asiatic Steamship Company, Limited, of the answer of defendants, Alexander E. Johnson and Max Strauss, for replication thereunto, saith that it doth and will aver, maintain and prove its said petition to be true, certain and sufficient in law to be answered unto by the said defendant, and that the answers of the said defendants are very uncertain, evasive and insufficient in law to be replied unto by this replicant; without that, that any other matter or thing in the said answers contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed, or avoided, traversed, or denied, is true; all which matters and things this replicant is ready to aver, maintain and prove as this honorable court shall direct and humbly prays as in and by its said petition it hath already prayed.

803

HENRY A. WISE,
United States Attorney for the
Southern District of New
York,
Solicitor for the Petitioner,
Office and Post Office Address,
Room 50, P. O. Building,
Borough of Manhattan,
City of New York.

804

Order to Show Cause.

805

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,
Petitioner,
vs.
HAMBURG-AMERIKANISCHE PACKET - FAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

806

On reading and filing the annexed affidavit, it is hereby

Ordered, adjudged and decreed that the defendants, the Allan Line Steamship Company, Limited, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), the Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, the Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited (Dominion Line), Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft (Hamburg-American Line), Nederlandsh-Amerikansche Stoomvaart Maatschappij (Holland-Amerika Lijn), Norddeutscher Lloyd (North German Lloyd Line), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Russian East Asiatic Steamship Company, Limited, (Russian-American Line), Oceanic Steam Navigation Company, Limited (White Star Line), Bryce J. Allan, Phillip A. S. Franklin, William Coverley, Charles P. Sumner, Emil L. Boas, Adrian Gips, Gustav H. Schwab, Herman C. Von Post, Gustave H.

807

808 *Order to Show Cause*

Schwab, Jr., Alexander E. Johnson and Max Strauss, and each of them, show cause on the fifth day of June, 1912, at 2:00 o'clock P. M., or as soon thereafter as counsel can be heard, at Room 124 of the Post Office and Court House Building, at the Southern District of New York, and in the City and State of New York, why a Special Examiner should not be appointed forthwith to begin taking testimony in the above entitled cause not later than the 15th day of June, 1912.

Service of a copy of this order and the papers on which it is granted made on the attorneys for the various defendants on or before the fourth day of June,
809 1912, at five o'clock P. M. shall be sufficient.

E. HENRY LACOMBE,
U. S. C. J.

State of New York,
County of New York,
Southern District of New York, } ss:

Henry A. Guiler, being duly sworn, deposes and says:

That he is an Assistant United States Attorney for
810 the Southern District of New York, and on information and belief that the above entitled cause is at issue on the petition, answers and replications heretofore filed; that this cause has been duly expedited by the filing of a certificate for that purpose; that the petitioner, the United States of America, is desirous of having a Special Examiner appointed for the purpose of taking testimony in this cause, the said Examiner to begin taking testimony herein not later than the 15th day of June, 1912, and to proceed thereafter until the conclusion of the testimony in the case; that the deponent herewith files this affidavit for the pur-

811

pose of having said Special Examiner appointed, and for the purpose of obtaining an order to show cause directing the defendants to show cause why said Examiner should not be appointed as requested; that no other application has been heretofore made for the appointment of the Special Examiner aforesaid.

HENRY A. GUILER.

Sworn to before me this
29th day of May, 1912.
Frederick L. Campbell,
Notary Public, Kings Co.
Certif. filed in N. Y. Co.
(Seal.)

812

813

814 **Order for Special Examiner.**

At a Stated Term of the United States District Court for the Southern District of New York, held at the United States Court House and Post Office Building, in the Borough of Manhattan, in the City of New York, on the 5th day of June, 1912.

Present: Hon. E. Henry Lacombe,
H. G. Ward,
Walter C. Noyes,
Circuit Judges.

815

UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKET - FAHRT - ACTIEN - GESELLSCHAFT, *et al.*, Defendants.	In Equity.

It appearing that the above entitled cause is at issue on the petition, answers and replications heretofore filed,

816 Now, upon motion of Henry A. Wise, United States Attorney, solicitor for the petitioner, it is

Ordered that Charles E. Pickett, Esq., of the City of New Haven and State of Connecticut, be and hereby is designated and appointed as Special Examiner to take and report to the Court evidence adduced or offered by the petitioner and defendants respectively, with full authority as such Special Examiner, according to the rules and practice in such case made and provided;

That said Examiner give notice by mail to counsel for the respective parties of his appointment herein,

and of the time and place when and where he will attend for the purpose of hearing such testimony as may be adduced (the first hearing not to be earlier than the 10th day of June, 1912), and that notice be given by the respective counsel or solicitor to the opposing counsel or solicitors or parties by mail or personally, of the time and place of the examination, or such reasonable time as the examiner may fix or order in each case;

That said examiner may, when necessary or convenient for the respective parties, continue said hearings from time to time by order made and entered during any regularly appointed or noted hearing had hereunder; 818

That said examiner may in his discretion when necessary or convenient for the respective parties or witnesses, hold such hearings and receive such testimony on behalf of any party at such times and at such places within or without the said Southern District of New York as he may designate and appoint by giving special notice to the respective parties or their solicitors, or by order made and entered at any regularly appointed or noted hearing had hereunder; notice of such time and place of hearing also to be given by the respective counsel for the solicitors to the opposing counsel or solicitors or parties as provided by this order; 819

That Charles P. Hanson is hereby appointed the stenographer of the examiner to take the testimony stenographically, with authority to employ such additional stenographers to assist in the taking of said testimony from time to time as may be necessary;

That all testimony adduced pursuant hereto be taken in the usual manner under oath, and when completed be reported by said examiner, together with all and several the proceedings had before him, to this Court, and filed with the Clerk thereof, in accordance with the rules and practice of this Court, and it is

820 *Order for Special Examiner*

Further ordered that the time within which the petitioner shall complete the taking of its testimony in chief shall be September 5th, 1912. During this period there will be a vacation of six continuous weeks, beginning on July 10th, unless counsel may agree on some other arrangement. The time within which the defendants shall complete the taking of testimony to be adduced on their behalf shall expire on October 12th, 1912, and the time within which the petitioner shall complete the taking of its testimony in rebuttal shall be 15 days, beginning from the date of the completion of the taking of the testimony of the defend-
821 ants, provided, however, that any party may apply to the Court on good cause shown for further extension of time within which to take the proofs of such party, and it is

Further ordered that the taking of all such testimony shall proceed from day to day except on Saturdays, and except for such time as may be necessary for travel and for such other unavoidable causes as to the examiner shall seem sufficient.

Dated, New York, June 5th, 1912.

E. HENRY LACOMBE,
Circuit Judge.

H. G. WARD,
822 Circuit Judge.

WALTER C. NOYES,
Circuit Judge.

(Endorsed on back of Order): June 6, 1912 A copy received Burlingham Mongomery & Beecher. June 6, 1912 Copy of the within is hereby admitted. Ralph J. M. Bullowa Atty for Russian East Asiatic Co. Ltd. Spooner & Cotton Sol. for Hamburg Am. Line *et al.* Choate & Larocque Solrs for North German Lloyd *et al.* Lord Day & Lord Solrs for Cunard S S Co Ltd & Charles P Summer.

Notice of Hearing.

823

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKET - FAHRT - ACTIEN - GESELLSCHAFT, *et al.*,
Defendants.

824

Sirs:

You will please take notice that the undersigned, by order of the United States District Court made and entered the 5th June, 1912, was appointed Examiner in the above entitled cause to take and report to the Court the evidence therein adduced or offered by the petitioner and defendants respectively, according to the rules and practice in such case made and provided; and that I shall attend for the purpose of hearing such testimony at Room 101, United States Court and Post Office Building, Borough of Manhattan, in the City of New York, on the 17th June, 1912, at 11 o'clock in the forenoon of that day, and that a hearing will then and there be had.

825

Dated, New York, 7th June, 1912.

C. E. PICKETT,
Special Examiner.

826 *Notice of Hearing*

To:

The Honorable Henry A. Wise,
United States Attorney,
Post Office Building, New York, N. Y.

Messrs. Choate and Larocque,
No. 40 Wall Street,
New York, N. Y.

Messrs. Burlingham, Montgomery and Beecher,
No. 27 William Street,
New York, N. Y.

Messrs. Spooner and Cotton,
No. 32 Liberty Street,
827 New York, N. Y.

Messrs. Lord, Day and Lord,
No. 49 Wall Street,
New York, N. Y.

Ralph J. M. Bullowa, Esqr.,
No. 21 State Street,
New York, N. Y.

828

Order.

829

At a Stated Term of the United States District Court in and for the Southern District of New York, holden at the Court House and Post Office Building, Borough of Manhattan, City of New York, this 15th day of October, 1913.

Present: Hon. E. Henry Lacombe, Circuit Judge.
Hon. Henry G. Ward, Circuit Judge.
Hon. Henry W. Rogers, Circuit Judge.
Hon. Alfred C. Coxe, Circuit Judge.

830

THE UNITED STATES OF AMERICA,
Petitioner,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, *et al.*
Defendants.

Order.

The parties hereto consenting it is

831

Ordered, *nunc pro tunc*, that the time within which the petitioner shall complete taking its testimony shall be, and hereby is extended to and including the twentieth day of November, Nineteen hundred and twelve; and that the time within which the defendants shall complete the taking of testimony to be adduced in their behalf shall be, and hereby is extended to and including the Fourteenth day of April, nineteen hundred and thirteen.

And it is further ordered, that all testimony heretofore taken herein, subsequent to the dates mentioned

832

in the order of June fifth, nineteen hundred and twelve, for the taking of testimony, is to be considered as part of the testimony in this case.

New York, October 15th, 1913.

E. HENRY LACOMBE,
Circuit Judge.

ALFRED C. COXE,
Circuit Judge.

HENRY G. WARD,
Circuit Judge.

HENRY WADE ROGERS,
Circuit Judge.

833

We hereby consent to the entry of the foregoing order.

New York, October 15th, 1913.

H. SNOWDEN MARSHALL,
Atty. for Petitioner.

CHOATE & LAROCQUE,
LORD, DAY & LORD,
BURLINGHAM, MONTGOMERY & BEECHER,
RALPH JAMES BULLOWA,
SPOONER & COTTON,
Attorneys for Defendants.

834

UNITED STATES DISTRICT COURT, 835

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

836

Before: Charles Elliott Pickett, Esq., Examiner.

New York, June 18th, 1912.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., for the petitioner.

Burlingham, Montgomery & Beecher, Esqs., by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for the Anchor Line, Limited, William Coverley, Nederlandsh-Amerikanische Stoomvaart Maatschappij, Adrian Gips, International Mercantile Marine Company, International Navigation Company, Limited, British and North Atlantic Steam Navigation Company, Limited, Societe Anonyms De Navigation Belge Americaine, Oceanic Steam Navigation Company, Limited, Phillip A. S. Franklin. 837

Choate & Larocque, Esqs., by William D. Choate, Esq., and Nelson Shipman, Esq., for Norddeutscher Lloyd, Gustav H. Schwab, Gustav H. Schwab, Jr., Herman C. Von Post.

838 Spooner & Cotton, Esqs., by L. C. Spooner, Esq., for The Allan Line Steamship Company, Limited, Bryce J. Allan, Hamburg-Amerikanische-Packetfahrt-Actien-Gesellschaft, Emil L. Boas, Canadian Pacific Railway Company.

Lord, Day & Lord, Esqs., by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for The Cunard Steamship Company, Limited, Charles P. Sumner.

Ralph J. M. Bullowa, Esq., personally, and Walter Rogers Deuel, Esq., for Russian East Asiatic Steamship Company, Limited, Alexander E. Johnson, Max Strauss.

839 It is admitted upon the record by all of the defendants that each of the corporations named in the petition herein, are and were corporations as alleged in said petition.

Mr. Spooner: I should like to state that one of the defendants Emil Boas, who has filed an answer in this suit, has died since the cause was at issue.

Mr. Wise: I think that we can agree that that is the fact and will leave it in that way.

Mr. Dorr: Is there any response by The International Mercantile Marine Company to a subpoena, under date of June 4th, 1912, calling for certain letters or letterpress or other copies of letters exchanged between this corporation and its officers or agents or em-
840 ployes in Europe and its officers, agents and employes in the United States at divers times during the years 1908, 1909 and 1910, referring and relating to the formation, the terms and the execution and the maintenance of a certain written agreement entitled "AA," and divers other documents.

Mr. Beecher: We are making search of our correspondence and files and in the brief time since we have gotten the subpoena we have not been able to get the matter in such shape as to bring it. We will produce whatever we can get together; that applies to all the clients we represent.

Mr. Dorr: I will offer the subpoena as an exhibit. 841
Marked Petitioner's Exhibit No. 1.

Mr. Dorr: As to the other subpoena, Mr. Beecher, addressed to the International Mercantile Marine Company under date of the 10th of June, I call for the production of certain agreements therein set forth.

Mr. Beecher: If you will include in your call the subpoenas upon all of the defendants we represent, which are the White Star Line, American Line, Red Star Line, International Mercantile Marine Company, International Navigation Company, British & North Atlantic Steam Navigation Company, Anchor Line and Dominion Line, I will, pursuant to such subpoenas, produce all of the agreements or what purport to be 842
copies of the agreements apparently described in the subpoenas served upon us, all that we have been able to find.

Mr. Dorr: Does that apply to the Holland Amerika and the Anchor Line?

Mr. Beecher: The Holland Amerika has not been subpoenaed to produce any, and on behalf of the Anchor Line, pursuant to the subpoena served upon that company, we produce certain of the papers which apparently correspond in regard to those described in the agreement, being all that the Anchor Line has in its possession or has been able to find.

Mr. Dorr: Have you those now?

Mr. Beecher: For the Anchor Line, International 843
Mercantile Marine Company, International Navigation Company, British-North American Steam Navigation Company, Red Star Line, Oceanic Steam Navigation Company I produce the following papers.

Mr. Dorr: I offer in evidence copy of agreement of January 10th, 1892, between the Hamburg-American Line and Holland American Line and others produced by Mr. Beecher from the various lines represented by him.

844 Mr. Bullowa: I note an objection on the part of the defendants, Russian East Asiatic Steamship Company and Johnson and Strauss on the ground, not that it is is a copy, but on the ground that it is not binding upon these defendants, no allegation in the bill binding these defendants regarding any agreement made in 1892; the defendant Russian East Asiatic Steamship Company, Limited, was not incorporated at that time.

Marked Petitioner's Exhibit No. 2.

Mr. Beecher: Mr. Dorr, in producing these papers which I have, you will understand that we have had no means of verifying the correctness of the documents, and that while we do not intend to object to their admission on the ground that they are not true copies if
845 received, the objection will not be taken on that ground, subject to any correction in the future.

Mr. Dorr: The Government has no objection on that ground as to any of the defendants.

Mr. Wise: Can we have on the record that they are produced from the files of your clients?

Mr. Beecher: They are produced from the files of our clients or the files of our agents and representatives here, but without an opportunity to confirm the correctness of the various documents produced.

Mr. Wise: It is stipulated that an objection when taken by counsel for any one of the defendants shall inure to the benefit of all unless repudiated by some one
846 or other of the defendants.

Mr. Spooner: The defendants object to the admission of this agreement of 1892, Exhibit 2, as incompetent and irrelevent and not being within the issues made by the pleadings.

Mr. Beers: In order to save time and to avoid the frequent repetition of objections can it not be understood that the defendants object to the admission of evidence in regard to all agreements other than the Agreement "AA" (which is set forth in the bill), upon the ground that such evidence is irrelevant, immaterial and incompetent and not within the issues in this suit.

Mr. Wise: That is entirely satisfactory; it is understood that such an objection is reserved to all the defendants whenever any evidence of any agreement other than the Agreement "AA" is offered by the government today or at any subsequent time in the hearing of the cause. 847

Mr. Dorr: I should like to have it appear on the record that these documents produced are produced in obedience to that subpoena, and I would like to have the subpoena in the record to show what it calls for. That this subpoena is similar to all the others issued. I think we will stand upon the subpoena in regard to the Agreement "AA", Mr. Beecher, if you have it.

Mr. Beecher produces Agreement "AA."

Mr. Dorr: We offer in evidence as Exhibit No. 3 an Agreement "AA" produced by Mr. Beecher, the agreement mentioned in the petition, dated February 5th, 1908. 848

Mr. Bullowa: The defendants Russian East Asiatic Steamship Company, Limited and Johnson and Strauss make the same objection on the same ground.

Mr. Wise: Suppose we stipulate on the record that you are saved an objection on that ground to all evidence that is offered relating to anything that transpired prior to the time when your pleading admits your client became a member of the pool.

Mr. Bullowa: That will be satisfactory to me; especially any agreements made prior to our creation. 849

Mr. Wise: All right.

Mr. Dorr: I offer in evidence an agreement entitled "Agreement L" under date of January 1st, 1904, relating to a so-called eastbound pool and produced by the International Mercantile Marine Company, White Star Line, American Line, Dominion Line, International Navigation Company, Limited, pursuant to subpoenas of June 10, 1912. The parties to this pool being the N. D. L. V., the Trans-Atlantic and the American Line.

850 Marked Petitioner's Exhibit No. 4.

Mr. Spooner: I ask that these be marked subject to the same objection so far as the agreements are concerned, it is not necessary to repeat them.

Mr. Dorr: I offer "Agreement G" between the Hamburg-American Line, Holland-Amerika Line, Norddeutscher Lloyd, Red Star Line and the Trans-Atlantic under date of 1903 or the early part of 1904; it does not appear in the agreement itself; it is the latter part of 1903 and prior to March, 1904, the exact date does not appear; this paper being produced by defendants, International Mercantile Marine Company, White Star Line, American Line, Dominion Line and International Navigation Company.

851 Marked Petitioner's Exhibit No. 5.

Mr. Dorr: I offer in evidence copy of the agreement of February 8th, 1909, produced in obedience to the subpoena before mentioned by the lines before mentioned, relating to the Mediterranean steerage traffic, the Italia, La Veloce Lloyd Italiano, Lloyd Sabaudo, Navigazione Generale Italiana & Sicula Americana, Anchor Line, Fabre Line, Hamburg-Amerika Line, Norddeutscher Lloyd and White Star Line.

Marked Petitioner's Exhibit No. 6.

Mr. Beecher: Special Agreement B mentioned in the subpoena we have not been able to find.

Mr. Dorr: I offer what purports to be a copy of
852 "Special Agreement B;" if there is any objection on the ground that it is not properly proved I will withdraw the offer at this time; it is a copy which has come into my possession from other lines.

Mr. Beecher: It is all subject to confirmation?

Mr. Dorr: Yes. If there is any objection to this not being proved at this time we will withdraw the offer at this time.

Mr. Beers: The files of my clients do not contain a copy of the "Special Agreement B." What date do you understand it is.

Mr. Dorr: October 1908 I think it is. 853

Marked Petitioner's Exhibit No. 7.

Mr. Dorr: There is no special objection to that on the ground of lack of proof?

Mr. Beers: On behalf of the Cunard Line I make special objection to "Special Agreement B," Petitioner's Exhibit No. 7, on the ground that it is an agreement entirely foreign to the agreement set forth in the petition, and appears to be between parties who are not parties to this action, and relates to such matter not included in this proceeding, and is immaterial and irrelevant and incompetent, but there is no objection on the ground of its being merely a copy.

Mr. Dorr: Not that it is not sufficiently proven?

Mr. Beers: No, we make no objection as to the 854
method of proof.

Mr. Dorr: I now offer "Special Agreement A" produced by Mr. Beecher in response to the subpoenas above mentioned; this agreement purporting to be under date of September 12th, 1908.

Mr. Beers: That is the one beginning October 1st, 1898?

Mr. Dorr: Yes, I think that is obviously an error in the subpoena, because it appears to be signed on December 12, 1908, and February 6th, 1909, and to have been printed on February 18th, 1909. This contract has been made from the 1st of June, 1909, to the 30th of June, 1911. 855

Marked Petitioner's Exhibit No. 8.

Mr. Dorr: I offer in evidence "Agreement N," Agreement between the N. D. L. V. and the Austro-Amerikano, under date of November 13th, 1904, copy of which has been produced by Mr. Beecher pursuant to the subpoenas before mentioned. I have here what purports to be the original German copy of that agreement and I would suggest that they go in together. This appears to be a translation.

856 Mr. Burlingham: Put them together in two parts. English copy marked Petitioner's Exhibit 9A. German copy marked Petitioner's Exhibit 9B.

Mr. Dorr: I offer in evidence "Agreement W," being an agreement for second-class business between the Allan Line, American Line, Anchor Line, Canadian Pacific Railway Company, Compagnie Generale Trans-Atlantique, Cunard Line, Dominion Line and Donaldson Line, Hamburg American Line, Holland Amerika Line, Norddeutscher Lloyd, Red Star Line and White Star Line dated February 5th, 1908, with "Appendix 1" under date of April 28th, 1908, and "Appendix 2" under date of August 7th, 1908.

Marked Petitioner's Exhibit No. 10.

857 Mr. Beers: I make the same objection.

Mr. Dorr: I offer in evidence "Agreement V," agreement for first-class business between the Allan Line, American Line, Anchor Line, Atlantic Transport Line, Canadian Pacific Railway Company, Compagnie Generale Trans-Atlantique, Cunard Line, Dominion Line, Hamburg American Line, Holland Amerika Line, Leyland Line, Norddeutscher Lloyd, Red Star Line, White Star Line, under date of February 5th, 1908, with "Appendix 1" under date of April 28th, 1908, "Appendix 2" under date which does not appear, "Appendix 3," with an amendment to the "Appendix 1" under date of August 7th, 1908, all of

858 which are produced by Mr. Beecher under the above mentioned subpoenas.

Mr. Spooner: That is objected to on the ground that it is not within the issues made by the pleadings; it relates entirely to first-class business and is therefore incompetent and irrelevant.

Marked Petitioner's Exhibit No. 11.

Mr. Dorr: Have you produced the minutes of meetings held at Paris on the 29th of January, 1909, by the members of the N. D. L. V.?

Mr. Beecher: No, we have not. 859

Mr. Dorr: Have you produced the minutes of meetings by the representative of the various Conference Lines held on March 25th, 1908?

Mr. Beecher: No, we haven't any.

Mr. Spooner: I would like to say as far as I have been able to ascertain the clients that I represent here were not served with any subpoena *duces tecum*.

Mr. Dorr: That was an oversight on our part if they were not.

Mr. Spooner: I don't make any suggestions of showing error on your part, but exculpating ourselves.

Mr. Dorr: Here is a subpoena endorsed by the Marshal showing that it has been served on the Allan Line by service on L. J. Garcey, as agent of the Allan Line 860 (presenting it to Mr. Spooner, a copy of subpoena).

Mr. Spooner: That is on somebody who does not represent us at all; it is an entirely different corporation.

Mr. Dorr: You represent the Allan Line, Mr. Spooner (showing subpoena)?

Mr. Spooner: Yes. I never heard of him before.

Mr. Dorr: He is the agent, is he not?

Mr. Spooner: I never heard his name as an agent. That can be easily adjusted; all I say is we have not known of it.

Mr. Dorr: I offer in evidence agreement of January 29th, 1909, and a translation, minutes of meeting 861 of the Conference at Paris, on January 29th, 1909, produced by Mr. Beecher under above mentioned subpoenas.

English translation marked Petitioner's Exhibit No. 12A.

German copy marked Petitioner's Exhibit No. 12B.

Mr. Waters appears on behalf of Funch Edye & Company and states that they have none of the papers and are not a party to the action referred to in the subpoena.

862 Mr. Beecher: The Anchor Line produces "Agreement B" and "Mediterranean Steerage Traffic Agreement" of February 8th, 1909, and "Special Agreement A", pursuant to the subpoena, those being the only papers or copies or purported to be copies that they are able to find.

Mr. Dorr: The Cunard Steamship Company has been subpoenaed to produce certain letters and letterpress copies of correspondence with regard to "Agreement AA" and other matters.

Mr. Beers: I am informed by my client, that is by the New York agent of our company in the city here, that so far as he could find he has not in his office any
863 of the papers called for in this subpoena under date of June 12th, 1912, in the same form of Petitioner's Exhibit No. 1 addressed to the Cunard Company. I understand that the correspondence relating to the rates to be charged in the company's business is intended to be called for by the subpoena, Petitioner's Exhibit 1. I ask that a more definite subpoena be issued by the Government specifying the nature of the document, and I will accept service on behalf of my client.

Mr. Dorr: Does that refer to that part of this subpoena where it says "Agreements entered into by said corporations at London, England, on or about March 25th, 1908, relating to the operation of said lines of
864 ships in competition with the ships of lines not party to said Agreement 'AA' and to operation of 'fighting,' 'opposition,' 'competitive,' or 'defending' steamers by said corporations, parties to said Agreement 'AA' from time to time in the years 1908, 1909, 1910, and the fixing and payment of compensation therefor, and to the rules made by said lines as to the employment of their agents as agents of other lines and the enforcement of such rules"?

Mr. Beers: I understand that it does.

Mr. Dorr: Do you complain the subpoena is not sufficiently definite in that regard?

Mr. Beers: I am informed by the New York agent of my client that he has not in his office any papers relating to the operations of the Cunard Line and to the operation by said lines of ships in competition with the ships of lines not party to said Agreement from time to time in the years 1908, 1909, and 1910, and the fixing and payment of compensation therefor. 865

Mr. Dorr: I think Mr. Beers that probably the best way of making the thing definite and certain would be to examine the agent as to the information that he has as to that and any alterations that may be necessary in the subpoena can be made.

Mr. Dorr: Mr. Beecher, in regard to the Anchor Line, you are having a search made for such letters as may be covered by the subpoena? 866

Mr. Beecher: The same as to all of our lines; we will make search and produce them.

Mr. Dorr: The Norddeutscher Lloyd, the Government produces subpoena and proof of service on the North German Lloyd Line calling for letters and copies of letters relating to Agreement "AA" and relating to the operation of fighting ships during the years 1908, 1909 and 1910, dated the 12th day of June, 1912, being in the same form as Exhibit No. 1.

Mr. Shipman: The agents are making search through their files for the letters called for and have not been able to complete it as yet.

Mr. Dorr: I will call the subpoenas again after reasonable opportunity has been given. 867

Mr. Spooner: As far as the defendants I represent are concerned all of these letters are mingled with general correspondence from all sections, and it is a sifting process to produce them.

Mr. Dorr: Is Mr. Strauss here?

Mr. Bullowa: I appear for him.

Mr. Dorr: Mr. Strauss was served with subpoena to produce certain agreements under date of June 10th, 1912, to produce an agreement or copy thereof between the Russian American Line and the Atlantic Confer-

868 ence, admitting the said Russian Line as a member of said Conference, dated on or about September 1st, 1908; also all other correspondence and documents for the year 1908 in any way relating to the admission of said Russian American Line to said Conference; and, also, all correspondence relating to the withdrawal of A. E. Johnson & Company of New York from lists of persons eligible as agents of Conference Lines in New York, said correspondence being dated on or about the 3rd day of September, 1908.

Mr. Bullowa: We have been making search for such correspondence but so far I do not believe we can gather any correspondence relating to these things.

869 Mr. Dorr: We will examine Mr. Strauss then this afternoon or tomorrow regarding the correspondence

Mr. Dorr: Mr. Richard of C. B. Richard & Co., agent of the Lloyd Italiano S. S. Co. and formerly agent for the Russian Volunteer Fleet.

Mr. Richard: Here.

Mr Dorr: You have been asked to produce certain papers in obedience to subpoena *duces tecum*.

(Witness produces papers from his files and hands same to Mr. Dorr.)

Mr. Dorr: I ask that these be marked merely for identification, and I will call Mr. Richard later on as a witness. Those are the only papers which you could find (addressing Mr. Richard)?

870 Mr. Richard: Those are all I could find.

Papers produced by witness marked Petitnoner's Exhibits Nos. 13 and 14 for identification.

871

LAWSON SANDFORD, sworn on behalf of the Petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. Mr. Sandford, as secretary of the various steamship conferences in New York City, have you been served with a subpoena *duces tecum*? A. Yes, sir.

Q. Have you produced any papers in obedience to that subpoena? A. I am unable to produce as I have not custody or control of any of the Conference papers.

Q. Did you at one time have the custody of any of the papers mentioned in this subpoena? A. Some, not by any means all.

872

Q. To whom did you turn over the custody of those papers? A. No one in particular. I resigned from the Conference a short time ago and I left the office and turned over the papers and files to no one in particular.

Q. Who is your successor, do you know that? A. I don't think my successor has been appointed.

Q. Did you leave the office that you had been occupying? A. Yes, sir.

Q. And you left the papers there? A. Yes, sir.

Q. In whose custody? A. I don't know; I left the office.

Q. To whom did you turn over the key of the office? A. I don't believe I ever had a key of the office myself.

873

Q. Did you leave it unlocked with these papers in it belonging to the Conference when you left? A. I should say, in answer to your question, I think I understand what you mean, that the Managing Committee of the Conferences had charge of the office here.

Q. This is the Managing Committee; who are the members of the Managing Committee? A. Mr. Walker, Mr. Toppin, Mr. Sickel and Mr. Hartfield.

874 Q. Mr. Sandford, how long have you been in the steamship business, connected with it? A. About 17 or 18 years.

Q. What was your first connection with it, in what capacity? A. In Conference work. I was appointed secretary of the Continental Conference about 1893 or 1894, and subsequently as the different conferences were formed or otherwise I was appointed secretary of them as well.

Q. Who were the members of this Continental Conference in which you were appointed secretary? A. At that time?

875 Q. At that time? A. It is rather long to remember; I should think the membership then was the North German Lloyd, Hamburg, Red Star, Holland and French Line.

Mr. Spooner: What is the name of the French Line in French? A. Compagnie Generale Trans-Atlantique.

Q. What were your duties as secretary of that Conference?

Mr. Spooner: Weren't your duties defined in writing?

The Witness: No, simply appointed secretary as I recollect it in a letter containing possibly three lines.

876 Q. Did that Conference keep minutes? A. Yes.

Q. Where are those minutes, do you know? A. They are presumably at the Conference office.

Q. That is the Continental Conference? A. Yes, sir.

Q. That Conference is still in existence? A. Yes, sir.

Q. And you remained secretary of it until when? A. Until April of this year.

Q. And those minutes were among the papers that you turned over to the managing committee? A. Yes, sir.

877

Q. What other Conferences were you secretary of if any? A. Two other passenger conferences—

Mr. Spooner: Objected to as incompetent and immaterial and not within the issues.

Mr. Dorr: I stand on the question.

A. Two other conferences concerning passenger business; the Mediterranean Conference and the North Atlantic Passenger Conference and a Freight Conference.

Q. What was the name of the Freight Conference?

Mr. Spooner: Same objection.

878

A. Trans-Atlantic Associated Freight Conferences.

Q. Did all of these conferences have their office in the same room? A. Yes, sir.

Q. Who were the members of the North Atlantic Conference at the time of its formation and what was the date of its formation?

Mr. Spooner: That is a matter of record.

A. That is all a matter of record.

Mr. Spooner: That is set forth in the minutes.

The Witness: Yes; shall I try to recollect it?

879

Q. Yes, if you will? A. About 1896 the North Atlantic Passenger Conference was formed; the lines belonging to it were those in the trades between the United States and Canadian ports, the United Kingdom and Scandanavia.

Q. Did it include the lines which were in the Continental Conference? A. No, it did not.

Q. Any of them; an entirely distinct set of lines? A. Yes, sir.

Q. Has that Conference continued until the present time? A. Yes.

880 Q. How about the Mediterranean Conference; who were the members of that Conference and when did that begin? A. The Mediterranean Conference, as is true with the other passenger conferences, was formed prior to my coming into the business, but I think the Mediterranean Conference was originally formed about 1887 with four or five members.

Q. When did you become secretary of it? A. Probably about 1895.

Q. And who were the members at that time? A. Anchor line—

881 Mr. Spooner: We want to make a general objection to the testimony of this witness relating to matters which occurred prior to the date of the agreement upon which this suit is based, and as incompetent and immaterial and not within the issues of the case.

A. (Witness continuing): Anchor Line, French Line, Holland Amerika Line, Red Star Line, North German Lloyd, Hamburg American Line and Navagazione Generale Italiano.

Q. Did that Conference continue continuously until the present day? A. With interruptions it has been more or less in existence ever since.

882 Q. Was there an interruption in 1907 or 1908? A. Possibly; I don't remember.

Mr. Spooner: Did it continue during the interruption?

The Witness: The office was continued, sir.

Q. Did your salary continue? A. Yes, assuredly.

Q. But there was no agreement during that time? A. The office was a great deal more than purely a routine organization for keeping minutes of meetings; we had to keep in touch with all of the various departments of the government, all of which I outlined to you on previous occasion.

883

Q. I show you Government Exhibit 2 and ask you whether you have seen that agreement, or a copy of it, or what purported to be a copy of it before? A. I have never had a copy of this in my possession.

Q. Have you ever seen it? A. I probably have seen it; I am quite sure I never read it through.

Q. Was the North Atlantic Conference of which you have spoken connected in any way to your knowledge with this agreement? A. Our work in America?

Q. Yes? A. Entirely distinct and separate.

Q. It had no relation whatever to the agreement? A. As far as the secretary was concerned it had no relation to the agreement whatever.

884

Q. You had no relations at all? A. Personally not.

Q. Do you know whether there was a conference of which the same parties were members in Europe?

Mr. Spooner: Objected to as immaterial, irrelevant and incompetent.

A. I don't think I am competent on that.

Q. Do you know of any such Conference? A. I know by hearsay there was a Conference in Europe, of course.

Mr. Spooner: Objected to.

885

Q. From whom did you hear it? A. I heard it—

Mr. Spooner: Objected to as incompetent.

Q. From whom did you derive any such information as you had in regard to this matter? A. One very good source of information was the newspaper.

Q. Was that a source from which you derived it? A. Not necessarily the only source.

Q. Did you derive it from officers and agents and employees of the various lines which were members of the Conference in New York?

886 *Lawson Sandford*

Mr. Beers: Objected to as hearsay.

A. I did.

Q. With what officers and employes—

Mr. Beers: There is a general objection entered to all these questions as hearsay?

Mr. Dorr: Yes, I understand so. I have not yet asked what the nature of these hearsay communications were. With whom did you have these communications as to the existence or non-existence of a conference in Europe of which the same lines were members
887 that were members of the Conference in New York of which you were secretary? A. I was secretary of the New York Conference and as such dealt only with the New York representatives—I want to change that; I was secretary of the Conference in America described and it was entirely distinct and separate from any work done in Europe. I naturally received instructions from committees or individuals in respect to the work in America, but had nothing to do whatever with the work in Europe.

Q. Yes, but I am asking you now, Mr. Sandford, whether or not you had conversations with the agents and representatives of these various lines who were
888 members of Conference in America as to the existence of a conference on the other side? A. Undoubtedly I did, but I cannot recall now any particular conversation.

Q. You do not recall the particular conversation? A. No.

Q. What were the substance of those conversations as to the existence of a conference on the other side of which the same lines were members that were members of the conference in New York of which you were secretary?

889

Mr. Spooner: Objected to as incompetent.

Mr. Beecher: Calling for hearsay and conversations with unnamed and unknown persons.

Q. These conferences were with the representatives of these various lines in New York?

Mr. Spooner: Objected to as leading and improper therefore.

A. I met the representatives of the lines in America very frequently. To endeavor to recall any particular instance at this late date is rather difficult for me to do.

890

Q. You had conversations, did you not, with them about the existence of a conference on the other side? A. I have said that I knew by hearsay that there was a conference in Europe, but I had nothing to do with it.

Q. Then I understand that—

Mr. Spooner: Do you know it at all except by hearsay?

The Witness: If I understand what hearsay means I am only speaking now about hearsay.

Mr. Spooner: You don't know it of your own knowledge?

The Witness: No, sir; I do not.

891

Mr. Dorr: Of course, the Government believes that it is competent for this witness to testify to communications made to him by the defendants and their agents.

Mr. Spooner: But it is not usually competent for the Government to cross-examine its own witnesses.

Mr. Door: This particular witness having been in the employ of the defendants for some seventeen years he can hardly be regarded as a friendly witness for the Government.

892 *Lawson Sandford*

Mr. Spooner: He has not been unfriendly. He has been frank as far as he knows.

By Mr. Dorr:

Q. What was the substance of the communications that you received or information that you received, from the representatives of these various lines as to the existence in Europe of a conference of which the same lines were members that were members of the Conference in New York of which you were secretary.

Mr. Spooner: Let the witness state from
893 whom he received any information on that subject.

Mr. Beecher: Objected to wholly as hearsay and as calling for a conversation with unnamed and unknown persons whose relations to the defendants are not shown and whose knowledge of the subjects of which they are alleged to have spoken is not shown.

Mr. Spooner: I object to this on the ground that unless he can state from whom he received the information—

The Witness: Will you give me a specifice instance? How many years ago are you referring to now?

894 Q. Well, we will go back to the N. D. L. V. Conference and its members at the time you became secretary and thereafter? A. I am afraid it is too general for me to try to give anything like a specific answer.

Q. Well, give a general answer then? A. I think I have already tried to do so.

Q. Repeat it; perhaps I have not understood it? A. I wouldn't try to repeat something that is already on the record.

Q. Without further fencing, Mr. Sandford, suppose you answer the question as to what was the subject

of the conversations with the representatives—will you repeat, you have already given it, what the subjects of the conversations you had with the agents or representatives of the various lines which were members of the N. D. L. V. Conference in New York were as to the existence of a conference in Europe of which the same or other lines were members. 895

Mr. Spooner: And when and with what representative, if he had any such conversation.

A. I am at a loss, Mr. Dorr; I don't want to be considered as fencing, but I certainly am at a loss how to answer you.

Q. Beginning with the year you became secretary of the N. D. L. V., when, if at all, did you learn by information from representatives of these foreign lines that there was a conference in Europe of which the same lines were members? A. I never was secretary of the N. D. L. V. 896

Q. Of the North Atlantic Conference?

Mr. Beecher: It is understood that our objection applies to all this line of testimony?

Mr. Dorr: Yes.

A. I probably heard from time to time of arrangements that were current in Europe, but it gave me no duties to perform. 897

Q. I understand that, you testified to that three times; just answer my question if you will the best you can; when did you first learn that there was an organization in Europe of which the same parties, or other parties, were members which was engaged—

Mr. Spooner: I object to that on the ground that it assumes that he did learn the fact.

Q. When did you first learn? A. What particular arrangement do you refer to?

2999

898 *Lawson Sandford*

Q. I am referring now to the N. D. L. V.? A. I take it the N. D. L. V. is an abbreviation for a continental agreement made abroad many years ago, and it is utterly impossible for me to answer your question when I heard about it.

Q. Did you ever hear about it? A. Certainly.

Q. And what was it that you heard; can you fix the date generally? A. No, sir.

Q. Was it after you became secretary of the North Atlantic Conference? A. Unquestionably.

Q. How long afterwards? A. I don't know.

899 Q. Was it within a few years A. Probably, quite promptly after it was made effective.

Q. What did you hear from the representatives of the lines which you were representing as secretary in the conferences here were the duties of this conference abroad.

Mr. Beecher: We repeat our objection.

Mr. Spooner: The same objection.

A. If I am correct you are referring to something that was established abroad many years ago.

Q. Just answer the question if you will; what did you understand were the duties of this conference or what were you informed that they did in regard to
900 the business of the lines which were represented in that conference? A. If you are referring to the N. D. L. V. arrangements made in Europe many years ago I think I can answer it; is that what you want to know?

Q. I am referring to the period when you were secretary and you know what they did during the period that you were secretary which you learned from the various representatives of the various lines? A. Tell me what you mean?

901

Q. No? A. It is very difficult for me to give a definite answer when I have no clue to the specific point.

Q. Well, in regard to the steerage business, or in regard to the apportionment of steerage business between the various lines represented? A. By hearsay I certainly know that the N. D. L. V., which was formed many years ago in Europe, had to do with the apportionment of third-class traffic among the continental lines.

Q. What did you do as secretary of the conference on this side, what did you have to do with that apportionment, if anything? A. Nothing whatever. 902

Q. Did you make any reports of the number of steerage passengers that were carried by the various lines? A. I did.

Q. Did you keep statistics? A. Yes, I did.

Q. From what sources did you gather that information? A. It would sound rather strange at this day to make this reply, but it is a fact, when I came in the business there were none of these things whatever between the steamship companies—

Q. Just answer my question; from what source did you derive that information? A. From the steamship lines themselves.

Q. Did you receive weekly reports from those lines? 903
A. I received a report of the passenger carryings of each steamer West and Eastbound after her Eastbound departure.

Q. Did you tabulate that information? A. Weekly reports, quarterly reports, annual reports were developed by slow degrees.

Q. What did you do with these reports that you so tabulated? A. Distributed them among the steamship lines, also to the Government and largely by request to the newspapers and used as an index of the trans-Atlantic passenger movement.

904 *Lawson Sandford*

Q. Did you send copies to anyone abroad? A. I think the mailing list probably shows the names of 70 to 80 people.

Q. Was Dr. Peters on that mailing list? A. He probably was.

Q. Do you know what Dr. Peters' business was? A. He was secretary of the N. D. L. V. as far as I know.

Q. And secretary of the conference on the other side? A. Of the N. D. L. V.

Q. And you sent him as part of your duties, did you not, a report of the steerage passenger movement?
905 A. No, it was not part of my duties; I sent the passenger figures to a great many people; I have not been allowed to explain how I developed the passenger—

Q. It was not part of your duty to send it to Dr. Peters? A. It was not.

Q. Did you send it regularly? A. Quite so.

Q. How frequently? A. The mailing list worked automatically whenever a report of these figures issued—

Q. And whenever any report was sent to anyone he got it? A. Unquestionably, but may I explain to you how the passenger figures were established?

Q. I don't think we are interested in that; if the
906 defendants are they may bring it out.

Mr. Spooner: What is that?

The Witness: I wanted to explain how the passenger figures were developed.

Mr. Spooner: Well, never mind.

907

JOHN PETER ZURMAND, sworn on behalf of Petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. Mr. Zurmand, you have been connected with the Holland-American Line for how long? A. About 20 years.

Q. Are you familiar with the correspondence which passes back and forth from the home office to the New York office? A. Only part of it.

Q. Are you familiar with the letter books of the line? A. Only part of the letter books.

908

Q. Are you sufficiently familiar to state whether or not these are the letter books of the New York office of the Holland-American Line? A. I presume they are, although I never wrote in them.

Mr. Dorr: I ask that these be marked for identification, each one having a separate number.

Marked Petitioner's Exhibits Nos. 15, 16, 17 and 18 for identification.

Q. I show you what purport to be originals of certain letters from the home office of the Holland-American Line to the New York office and ask you whether you can identify those as letters which were—

909

A. They look very much like originals.

Q. Examine these if you will? A. The same thing.

Q. These appear to you to be originals letters received by the Holland-American Line in New York from the home office? A. Yes, sir.

Mr. Dorr: Will you consider those marked for identification?

Mr Burlingham: Yes.

Recess taken until 2 o'clock P. M.

Afternoon session.

910 *Lawson Sandford*

LAWSON SANDFORD, recalled.

Direct-examination by Mr. Dorr:

Q. In calling your attention again to Exhibit 2, the Agreement of 1892, page 6, Article 3, which begins on page 5 and continues on page 6, and the commentary, will you state what the British Lines are that are mentioned there; what British Lines were concerned in that contract?

Mr. Beers: It is understood that our objection applies to all this testimony.

911 Mr. Dorr: Yes.

A. I don't know.

Q. Have you any information about the matter at all? A. No; I see it is dated in 1892.

Q. You were secretary of a conference which was composed of the lines that I mentioned in that Agreement? A. I had nothing to do with this Agreement at all.

Q. Yes, but were you secretary of a conference which was composed of the lines that are mentioned in that Agreement? A. I was secretary of a conference in America of Continental Lines of whom I see a number mentioned here.

912 Q. That is, they appear to be the same lines that were in the Continental Conference? A. Probably.

Q. Do you know or do you have any information as to whether or not a certain portion of the steerage business was being allotted to the British Lines, did you ever hear any conversation about that or have any conversation with any representative of the lines about it, Mr. Sandford? A. Perhaps so, but I do not remember.

Q. To be specific, do you remember whether you received information from any representatives of the White Star Line? A. I don't remember.

Q. The Cunard? A. I don't know.

913

Mr. Dorr: I will offer in evidence letter of June 21st, 1904 to the Holland-Amerika Line, New York, from the Holland-Amerika Line.

Mr. Beers: We object to this as immaterial and irrelevant, relating to a period and to transactions not within the issues or referred to in the pleadings.

Marked Petitioner's Exhibit 19.

Mr. Dorr: This is a letter produced from the letters that were identified this morning.

Q. Do you read Dutch, Mr. Sandford? A. No, sir.

914

Q. Do you recall whether or not in 1904 rules had been adopted by the North Atlantic Conference and the Continental Conference in regard to forbidding agents who were acting for the conference lines from doing business for any other line? A. I was not in the conference employment in 1904, 1905 and 1906.

Q. Just answer my question if you will. (Question read).

Mr. Burlingham: Do you mean adopted in that year?

Mr. Dorr: No.

Q. That had theretofore been adopted? A. Prior to that time, yes; many years prior.

915

Q. And they had been continued in force during the time you were secretary? A. Yes.

Q. And temporarily in 1904 and 1905 you were— A. I was away from the company.

Q. What was your employment at that time? A. I was in the Cunard Company's service.

Q. Do you recall whether or not at that time Cunard Company was a member of the Conference?

Mr. Beers: Objection renewed.

916 A. Yes, the Cunard Company was a member of the Conference all through the period I was with the Cunard Company.

Q. I ask you to read this letter, or I will read a portion of it, and see if it refreshes your recollection: "With regard to the cable correspondence which took place between you and us last week, with the result that Hapag (Hamburg-American Line) has reduced its eastbound steerage rate until further notice to $20, and that we have reduced the same rate for the sailing of S. S. Rotterdam June 21st to also $20 we are quite anxious to know what the effect of these reduc-
917 tions will be. With regard to the part of your cable of the 18th instance saying: 'Enforcement Conference Rules forbidding agents booking Cunard Line all services, we beg to observe that considering such action at this moment not free from danger to our own interests we have abstained from following your suggestion. We strongly fear that by enforcing Conference Rules we would drive Cunard to freely use Anti-Trust Legislation against us in whatever way this would be possible and with Mr. Sandford as a Cunard employee we may be certain that if any evidence against us could be presented, it certainly would be expert evidence.'" Does that refresh your recollection as to whether or
918 not the Cunard was a member of the Conference? A. The Cunard was a member of the conference in New York, The North Atlantic Passenger Conference, during the years I was in the Cunard service.

Q. What is your information as to whether or not they were sharing with the other lines the pro rata of the steerage business during that time? A. No, they were not a party to the pool.

Q. They were not a party to the pool during that time and their participation then in the Conference was merely in matters of general interest other than

matters connected with that pool? A. The Conference in America never handled pool matters at all.

Q. Never had anything to do with pool matters; never took any steps to carry out pool arrangements? A. As far as our conference work was concerned not.

Q. You are quite positive of that Mr. Sandford? A. I am quite positive of it.

Q. This Conference had certain rules as to forbidding agents who were acting for conference lines from acting for any other line, non-conference lines? A. Yes.

Q. And it had penalties too, didn't it; there were 920
rules providing for penalties? A. Yes.

Q. Were those rules enforced by the Conference? A. What conference do you mean?

Q. Well, by all the conferences which you had to do with? A. Yes.

Q. Were the rules substantially the same as to all the conferences which you have mentioned this morning? A. Yes.

Q. And the same policy was followed by the various conferences? A. Yes.

Q. In imposing penalties and enforcing those penalties as against the agents who disobeyed those conference rules? A. Yes.

Q. Well, now, what was the application of the Con- 921
ference Rule then to the Cunard business at that time? A. I don't know; I have only heard a very brief extract from the letter.

Q. Take it and look at it? A. The Holland-Amerika Line is and then was a member of the Continental Conference and the Cunard Company a member of the North Atlantic Passenger Conference, separate associations of the steamship lines, but having one common headquarter.

Q. Well, under the rules of the Continental Conference then if the agent who represented any of the

members of the Continental Conference sold tickets for the Cunard, which was not a member of that Continental Conference, they would be subject to the penalties provided by the rules of the Continental Conference? A. If you will read the rule in the circular.

Q. That is what I am asking you? A. May I read the rule?

Q. Isn't that your understanding of the rule? A. No, that is not my understanding.

Q. What is the rule as you understand it? A. My understanding is that any reputable line owning its
923 own ships has never had any difficulty with joining one conference or another in America.

Q. I am asking you about your understanding of the rules; never mind about your understanding of what difficulties the independent lines have or have not been having, that is not my question; I am asking you whether there was a rule in the Continental Conference which forbade the agents who were acting for the lines in that conference from acting as agents for the lines which were not in that conference? A. There is a rule—

Q. Was there such a rule prior to 1904? A. I would like to read the rule.

Q. Have you got it? Is that it? (Handing wit-
924 ness paper.) A. Yes.

(Witness is shown paper under date of May 1st, 1906 produced by the Government.)

The Witness: The Conference Rules—

Q. Are you speaking of the Continental Conference? A. It is a rule common to all of the Passenger Conferences.

Q. That is there is a rule in each Passenger Conference and the substance of that rule is the same? A. Yes.

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Q. How does that rule read? A. Agents are prohibited from booking passengers for any steamer except those for the lines members of the Continental, the Mediterranean and the North Atlantic Passenger Conferences unless the Conference gives express permission in writing. Agents are prohibited from selling passenger tickets under false representations as to line or the route by which the passenger is to be transported.

Q. Was that the form of that rule in 1904? A. Yes, I think so.

Q. You are positive about that? A. I think so.

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Q. And you are positive that the Cunard was a member of the North Atlantic Conference? A. Yes.

Q. Then how could this rule be enforced against the Cunard? A. I don't know that it was.

Q. How could it be if the pool was as you say? A. I don't know; you had better ask the Holland Line, who wrote the letter, I don't know.

Q. Do you know whether as a matter of fact that rule was enforced against the Cunard? A. I don't think it was.

Q. It was never attempted to enforce it? A. I don't know.

Q. That is your information? A. I had no information.

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Q. Is that also a notice to agents? A. Yes.

Q. Of the Continental Conference? A. Yes.

Mr. Dorr: I offer a circular containing rules of the North Atlantic Conference in evidence, dated 1906.

Mr. Beers. We make objection to the proposed Exhibit 20 on the ground that it is immaterial and irrelevant and not within the issues.

Marked Petitioner's Exhibit 20.

The Witness: The rule was adopted back in eighteen—

Mr. Dorr: I now offer one of the Continental Conference of June 1st, 1903.

Q. What is this typewriting on the side of this Exhibit 20; did you place that on there? A. Yes, sir.
Q. Was it on the circular as issued? A. No.

Mr. Dorr: I will offer this exhibit, then, without the typewriting on the side.

929 Q. Were circulars of this kind issued and distributed by the North Atlantic Passenger Conference? A. Distributed by the members of the North Atlantic Passenger Conference to their agents.

Q. That is the agents who were acting for the Conference lines? A. Acting for them.

Q. They were conference lines, were they not? A. I don't think I grasp that. Each line issued its circulars—

Q. Did you distribute the circulars to any agents who were not acting for the conference lines? A. I never distributed the circulars, the steamship companies individually distributed the circulars to their agents.

930 Q. Did they distribute circulars to agents who were not agents of conference lines? A. I don't suppose so.

Mr. Dorr: I offer in evidence circular No. 12, Third Series, Continental Conference, under date New York, June 1st, 1903.

Mr. Beers: I make the same objection.

Marked Petitioner's Exhibit 21.

Q. Circulars in the form of Exhibit 21 were circulated in the same way as the others, Exhibit 20? A. Yes.

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Q. I show you circular No. 15, Third Series, under date of August 15th, 1905, of the Continental Conference? A. Simply another edition of the earlier circular; simply another edition of the same general circular.

Q. And circulated in the same way? A. Yes.

Mr. Dorr: I offer in evidence Continental Conference circular of August 15th, 1905.

Mr. Beers: I make the same objection.

Marked Petitioner's Exhibit 22.

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Q. After 1906, I think that is the last Exhibit which has been offered in evidence, did you from time to time, or did the conferences which you represented, from time to time issue notices to agents in form and substance substantially the same as Exhibits 20, 21 and 22? A. If an edition of a circular was exhausted and lines required more copies a new one was made bearing the date when it was issued; probably later editions were made; I don't remember.

Q. There have been circulars since 1906, have there not? A. Yes, but they would have the same form.

Q. Down to what time—are they still issued, do you know? A. Yes.

Q. The same form? A. Yes.

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Q. Have you got any other later copies? A. No.

Q. I show you what purports to be a circular or agreement of the North Atlantic Passenger Conference of 1896 and ask you whether you have seen that before? A. Yes.

Q. Did you get that up or assist in getting it up, preparing it? A. It was gotten up by the lines who subscribed to it.

Q. Did you have anything to do with its preparation? A. Simply as secretary.

Q. And as secretary was it prepared under your direction? A. I prepared it probably from notes that the lines wished taken.

Q. Was that issued? A. That was simply a set of minutes of the meeting containing a proposed set of rules.

Q. Were those rules put in force by the lines concerned? A. Yes, or amended rules later.

Mr. Door: I will offer this in evidence.

Mr. Spooner: We object to so much of this paper marked 23 for identification, but not yet introduced, as refers to business other than steerage business, upon t[illegible] ground that it is not within the issues made by the pleadings, and is
935 therefore not only irrelevant but incompetent, and we object to the paper as a whole because it is not within the issues and therefore irrelevant.

Marked Petitioner's Exhibit 23.

Q. What is the American Atlantic Conference, Mr. Sandford? A. The American Atlantic Conference is simply a convenient name—

Mr. Spooner: We object to the question as irrelevant and not within the issues and incompetent.

A. (Witness continues.) The American Atlantic Conference is simply a name used conveniently to settle
936 matters arising in America of common interest to the Continental group, and the North Atlantic Passenger Conference group, largely an association on railroad forwarding matters and to conduct through committees the work with the various departments of the Government.

Q. Did it hold separate meetings from the Continental Conference and the North Atlantic Conference? A. No, as a matter of fact, the roads found it convenient to get together.

Q. When did the Association of the Atlantic Conference begin? A. The American Atlantic Conference was started as joint proceedings.

Q. When was that? A. In June, 1908.

Q. Did that result from the adoption of the agreement which has been known as Agreement "AA," agreement of February 5th, 1908? A. I made the suggestion to the lines that they should do this; it was quite my own suggestion, because of our relationship with the railways where it requires so much detail work, it was thought to have a meeting of the Continental Lines to handle some matter which also interested the British Lines, was simply a waste of time, and if one meeting attended by all could be held the business was expedited.

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Q. You knew at that time, did you not, that there had been a general pool agreement which took in members of the Continental Conference and the members of the North Atlantic Conference?

Mr. Spooner: Object to the question as incompetent and irrelevant.

A. I had heard that there had been an arrangement in Europe during that year, but I am not at all certain that the lines interested in our work here were the same as the lines interested in the work in Europe.

Q. Have you ever looked at the pool Agreement "AA"? A. I have never had a copy of "AA."

Q. Have you ever seen it? A. I have seen it, but I think I have never read it through. 939

Q. Have you ever observed who the parties to it were? A. No, I have not particularly done so.

Q. Will you look through it and see if there are any parties to that agreement which were not members of the two conferences that you speak of? A. This contract "AA" has a less number of lines than our work in America.

Q. Just confine your answer, if you will, to my question? A. For instance, the conference work in America is participated in by—

Q. Just confine yourself to the question (question read)? A. They were all members.

Q. Were there any members of the Continental Conference in 1908, which were not members of this agreement, and if so, what were their names? A. No.

Q. Were there any members of the North Atlantic Conference in 1908, which were not parties to this agreement, and if so, what were they? A. Wait a minute, I am wrong; yes, the Austro-Americano is a member of the Continental Conference; I don't see its name here.

941 Q. You knew there was an agreement with the Austro-Americano, did you not, along these same lines?

Mr. Spooner: Objected to as irrelevant and incompetent.

A. I don't think so.

Q. You never heard that at all? A. I have heard it was made later.

Q. Were there any members of the North Atlantic Conference who were not members of this agreement or parties to this agreement?

A. "AA"?

Mr. Spooner: Same objection.

942 Q. Yes, in 1908? A. The records will show; I think there were.

Q. What were they? A. I don't remember, but I think so.

Q. You cannot recall any lines which were members of the North Atlantic Conference which were not members of this agreement? A. I think some of the Canadian lines were not members; I think some of the Canadian lines were then members of the Continental Conference or North Atlantic Conference here, whose names are not found in that book.

Q. You knew those Canadian lines were parties to a special agreement covering Canadian traffic, did you not? A. I don't think I did.

Q. Never heard of it? A. I did; I have heard of it, but it was not coincident with this agreement.

Q. Prior to this agreement "AA," Exhibit 3, did you know of any agreement between the members of the Continental Conference and the members of the North Atlantic Conference in regard to the division of steerage business? A. Here?

Mr. Spooner: I make an objection.

944 Q. Anywhere? A. I am not sure that there were; I don't believe there were.

Q. Then, so far as your information went this is the first? A. This is hearsay pure and simple.

Q. And so far as your knowledge and information goes of this agreement "AA," that was the first agreement in which there was a provision for division of steerage business between the members of the Continental Conference and the members of the North Atlantic Conference? A. The members of the North Atlantic Conference, if you mean the lines in America, and the members of the Continental Conference, if you mean the lines in America, have never had any arrangement in regard to pooling traffic.

945 Q. I don't understand, Mr. Sandford, that the Cunard Company or the White Star Company have different corporate existences in America from what they have in Europe, do you? A. I do not either.

Q. What do you mean then by the lines in America not having any agreement, but that the lines in Europe may have an agreement? A. The agreements in respect to business done in America have been concerning the division of the traffic.

Q. This particular agreement "AA" concerns both the east and westbound traffic in steerage passengers

from America to the Continent and points in the British Isles, does it not?

Mr. Spooner: I object to this as incompetent. The agreement is in writing; it is the best evidence.

A. The agreement was not made in America and it is confusing to me to have to answer a question which refers to a conference which is of American formation and management; it is something which was done in Europe and has nothing whatever to do with the American Conference—

947 Q. Go back to the original question?

Mr. Spooner: I object to the question on the ground that the best evidence of what the agreement effects is the agreement itself, and that it is incompetent to rely upon this witness for a construction of it.

Q. Do you know of any other agreement prior to the agreement "AA" in which the lines which were members of the Continental Conference and the North Atlantic Conference shared *pro rata* the steerage business in which they were engaged? A. As far as I know the membership in the Conference maintained in

948 America was not always the same as the membership in the various arrangements that exist in Europe; I am therefore not able to answer your question categorically.

Q. Answer it the best you can; do you know of any earlier agreement than this? A. You have shown me an arrangement made back in 1892, which seems to be an answer to your question.

Q. Then your answer is that from 1892 down, there has been such an arrangement? A. I don't know.

Q. Then this is the earliest agreement of which you have any knowledge? A. You showed me an

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agreement made here in 1892, which concerns both—

Q. Excluding any information which you may have derived from the court room, or from the exhibits which have been offered in evidence, have you any information as to any earlier agreement? A. I have no definite information from which I would testify.

Q. At the time that agreement "AA" was formed, do you recall whether or not the fact of the formation of that agreement was communicated to you? A. I heard of it, certainly.

Q. Do you recall whether or not there was any discussion as to the action which should be taken under it at the meeting of the Continental or the North Atlantic Conference, or the American Atlantic Conference?

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Mr. Spooner: Except enquiry by him.

A. The matter may have been referred to, but I am not sure at all anything done in Europe required any joint action in America.

Q. That is not the question; the question is whether there was any discussion at that time? A. There may have been informal resolutions; that you can see in the record.

Mr. Spooner: I want to submit to you that you ought to make those questions sufficiently definite to afford some opportunity, if the interests of the defendants require it, to contradict it; I submit that as a matter of fair play.

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Mr. Derr: I am simply laying a foundation; I will be specific enough in a minute. I offer in evidence a letter of date of February 7th, 1908, in the letter press copy book of the Holland-Amerika Line.

Mr. Spooner: I object to that as incompetent on behalf of the Canadian Pacific Railway Company.

Mr. Bullowa: Of course, my general objection carries to this letter.

Mr. Dorr: Mr. Burlingham, so as not to deface your book suppose we have it simply referred to as of the date, without marking the particular page?

Mr. Burlingham: That is satisfactory to me.

Mr. Beers: Note the general objection that it is immaterial, irrelevant and incompetent.

Letter marked Petitioner's Exhibit 24 and read.

953 Q. E. B. and W. B. means eastbound and westbound? A. Probably.

Q. Did you make any memorandum? A. If I did it was in the record; I don't remember it.

Q. What did you do with the record, if you did make it; did you preserve it? A. Copies were distributed for the lines.

Q. Did you preserve a copy of it yourself? A. Unquestionably.

Q. And in what form did you preserve it? A. From the regular record.

Q. Did you keep a special minute book? A. On the files, yes.

954 Q. Can you recall whether that meeting was a meeting of the American Atlantic or the North Atlantic or the Continental? A. I told you that the American Atlantic Conference was not formed until June, 1908.

Q. So that it may have been a joint meeting of the two? A. I don't remember; I will have to look it up if I can.

Q. Did you keep the minutes of general meetings distinct from each other? A. Each one was kept by itself intact.

Q. I show you certain papers which purport to be minutes of the American Atlantic Conference, and

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of the Continental Conference, and ask whether these papers are in fact minutes of the American Atlantic Conference and of the Continental Conference as kept by you? A. They are.

Q. Have you got the minutes of that particular meeting? A. I have no minutes whatever any more; I am no longer connected with the conference.

Q. Are the minutes of the meetings that is referred to in the last exhibit introduced by the Government among the minutes which I now show you? A. I don't know without looking at it.

Q .Look at it and ascertain. Do you recall whether or not you turned these particular minutes over to the counsel for the Government? A. I don't know. 956

Q. Do you recall turning over certain minutes? A. I turned over whatever was asked for.

Q. Did you turn over these papers? A. That is over two years ago; it is hard to remember.

Q. Did you turn over these papers? A. I think so; they seem to be a set I made up.

Q. Did you at that time turn over any minutes of the North Atlantic Conference? A. I don't remember. Mr. Pitkin came down to the conference office and was given access to everything he wanted.

Q. Do you recall whether you left any minutes of the North Atlantic Conference in that office when you left? A. I do not know. 957

Mr. Dorr: I will offer these for identification.

Marked Petitioner's Exhibit 25 for identification.

Q. Are these the minutes of the Mediterranean Conference (handing witness paper)? A. They are minutes of the Mediterranean Conference.

Mr. Dorr: I will offer these for identification.

Marked Petitioner's Exhibit 26 for identification.

Mr. Dorr: I offer in evidence letter dated May 28th, 1908, addressed to the Holland-Amerika Line, Rotterdam, from the Holland-Amerika Line in New York.

Mr. Beers: Same objection. It is immaterial, irrelevant and incompetent.

Marked Petitioner's Exhibit 27.

Mr. Dorr: I offer this in the first place as an admission by the Holland-Amerika Line to the
959 facts stated; I also shall urge that it is admissible as proof of the facts stated therein if it *per se* is established by other proof and the Holland-Amerika is shown to be one of the conspirators; in that event I take it that it is a declaration made in the course of conspiracy and is, therefore, admissible as proof of the facts stated against the other party.

Mr. Burlingham: I call your attention to the fact that in this Exhibit 25 you not only have minutes of the American Atlantic Conference. but you have some minutes tacked on of committees; do you want those in too?

Mr. Door: I will ask the witness if he can
960 identify them.

Q. I show you what purports to be the minutes of a standing complaint committee of the Continental Conference? A. Yes.

Q. And I ask whether these were minutes produced by you? A. They were.

Q. What is the standing complaint committee of the Continental Conference or what was it in 1908 and thereafter? A. A meeting of the passenger managers was held occasionally to act upon complaints against agents and to dispose of them.

Q. And these were the minutes of those meetings? A. These were the minutes of those meetings.

Mr. Dorr: I ask that those be considered part of Exhibit 25 for identification.

Q. Mr. Sandford, do you recall anything about the appointment of a so-called small committee by either the Atlantic Conference or the Continental Conference or the North Atlantic Conference on or about May 28th, 1908? A. Yes.

Q. Were you present at a meeting at which such a committee was appointed? A. I am not sure I was present; I had nothing to do with the work. 962

Q. Do you recall at which of these conferences such committee was appointed? A. Not at any conference held in New York.

Q. Are you sure of that? A. I am fairly sure of it.

Q. Let us see if this will refresh your recollection (showing witness letter book)?

Mr. Beers: I object because the book shown is not yet in evidence.

A. That is very plain.

Q. Does that refresh your recollection? A. No, it does not refresh it particularly. 963

Q. Does it make you question the accuracy of it? A. I don't question the accuracy of it.

Q. Do you think that the statement in this letter "Immediately upon receipt of the second cable, a meeting was held by the general managers and passenger agents of the different lines, and the last cable was taken up first. As this cable is very explicit, only little discussion took place, the main point being to appoint a small committee for the selection of the competitive steamers. This committee consists for the present of three members; Mr. Winter of the North

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German Lloyd, Mr. Farley of the I. M. M. Co. and our Mr. Nyland; the passenger managers and will serve in rotation."

Mr. Spooner: You don't know which of these conferences that refers to?

Q. Do you know? A. I can't tell you.

Q. Seems to have been one of them? A. I don't think it was a conference meeting, judging from the text.

Q. "Immediately upon receipt of the second cable a
965 meeting was held by the general manager and passenger agents of the different lines and the last cable was taken up first."—

Mr. Spooner: Doesn't the cable say, Mr. Dorr?

Mr. Dorr: It does not say which conference.

Q. "Immediately upon receipt of the cable a meeting was held by the general managers and passenger agents. As this cable is very explicit, only little discussion took place"—do you say that that was not a transaction of a conference? A. I am not sure that it was.

Q. Well, let us go on, "Subsequently, the first cable
966 was taken up and the apparently interminable question of Zotti's disqualification laid before the lines" &c.; does that refresh your recollection at all? A. No.

Q. Look at your last cable, "Atlantic conference lines are unanimously agreed that under present conditions it is highly essential that the conference regulations should be strictly enforced against agents and request New York Conference to act accordingly, and in case of doubt refer same to arbitration." Now, here is a cable asking that the New York Conference take certain action, action that was then within the scope of the powers of that conference, was it not?

A. No, my hearsay knowledge is that was action taken abroad which the American representatives carried out.

Q. Do you mean to say the New York Conference —it was not part of their duty to enforce against the agents conference regulations?

Mr. Spooner: I object to this as cross-examination by the government of its own witness.

A. Their own conference regulations, yes.

Q. What regulations do you take it they referred to? A. I take it from the text that that is a *bona fide* letter, that they are sending out a small committee to meet competition. 968

Q. What has that got to do with disqualification of Zotti? A. That was a sore point with lines for a long time because he was thought by some to be a demoralizer—

Q. Wasn't that a matter of discussion amongst your New York conference A. A great many times.

Q. And by this letter it would appear that after this cable had been received asking that the New York Conference should strictly enforce the conference regulation this matter of Zotti's disqualification was taken up; now, it would appear that that was a transaction at the New York Conference would it not? A. I will look at the record if I may have access to the conference records and see what they are on the subject; that is over four years ago. 969

Q. Looking at it you would interpret it that way would you not, that this was a matter that had been discussed among the New York Conference? A. It has been, yes.

Q. And it was on that occasion? A. But it does not show what the meeting—who were represented or what group of lines it was a meeting of.

Q. After having read that letter are you still prepared to say that you think the appointment of a small committee for the selection of competitive steamers was not taken up in the New York Conference? A. It was certainly taken up in New York and as I understand from hearsay it was to carry out action taken abroad.

Q. Was it taken up in conference or in a conference which you were secretary of if you cannot recall which one? A. It does not say where it was taken up; it doesn't say where the meeting was held.

971 Q. You are prepared to say then it was not a question of selecting a small committee to select fighting ships and was not taken up at any meeting of the conference of which you were secretary?

Mr. Spooner: I object to it on the ground that counsel is cross-examining his own witness.

Q. What is your answer: Are you then prepared to say now, after having read this letter, that the question of the appointment of a small committee to select fighting or competitive steamers was not taken up at one of the conferences which you have mentioned and of which you were secretary in New York on or about

972 May 28th, 1908? A. The mere fact that a meeting has been held does not necessarily say that it came within my cognizance, and I have replied that if a meeting did take place four years ago, and I am asked to try to remember offhand what happened four years ago, which is hard for me to do, I believe that the action referred to in that letter which I now see was to carry out something that had been prescribed abroad and was not the action of the conference of which at that time I happened to be secretary.

Q. Do you say then, get it definite Mr. Sandford, I understood you previously to testify that if there was

the appointment of a committee to select fighting ships on or about May 28th, 1908, it was not at a meeting of the New York Conference of which you were secretary; did I correctly understand your testimony; is that your testimony? A. I think I testified that a great many things might be done by the steamship representatives in America which would not be under my knowledge or control in any way whatsoever.

Q. Do you now say that the New York conference did not appoint a small committee to choose fighting ships on or about May 28th, 1908? A. I would say that I imagine—

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Mr. Spooner: Not what you imagine what you know.

The Witness: All this is hearsay. I am asked about it—I am asked to go into a lot of things.

Q. Do you say you were not present at such a conference? A. I don't say I was not present.

Q. That is what I am trying to get out Mr. Sandford? A. That is was necessary of a conference of which I was secretary.

Q. Was there the appointment—was a small committee appointed at a meeting of the conference at which you were present to select fighting ships? A. I may have been in the room, yes, but I may not have been in attendance at the meeting.

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Q. Is that a matter which in the ordinary course of business you would have recorded in your minutes? A. I don't think so.

Q. It would not be? A. I don't think so.

Q. Did you learn either at that time or subsequently from one of the agents of the defendant lines that a small committee had been appointed to select fighting ships? A. Yes, I knew a small committee existed.

Q. From whom did you learn that? A. I don't remember who told me or how it came about.

976 *Lawson Sandford*

Q. Do you recall who the members of that committee were? A. I have just had them read to me.

Q. Were they the members? A. I imagine so.

Q. To you recollection? A. I don't recollect, but I imagine so.

Q. Mr. Nyland, was he a member? A. I don't know, except that I read in this book the names.

Q. You have no recollection about that, independent of what is in the book, as to who were members of that small committee? A. I know that they are passenger men and had probably served on such a
977 committee.

Q. Have you any recollection, independent of what is in this book, as to who were the members of this small committee? A. I think they probably were the members of the committee.

Q. Have you any recollection? A. It is coming to me better now that I have some data to remember things; that happened over four years ago.

Q. What is your recollection now. A. I would not care to testify under oath that they were or were not.

Q. Have you recollection, faint or otherwise? A. They probably were; I would rely entirely on the record, not my mind for those things.

Q. Do you recall that certain ships were design-
978 nated as fighting or competitive ships by these small committees, from time to time after May 28th, 1908? A. I know that they were by hearsay, because I had nothing to do with the small—

Q. Did you say that they had not? A. I had nothing to do with this small committee work.

Q. From whom did you hear that the fighting ships had from time to time been appointed? A. A steamship line notified the conference for mutual information whenever a rate was changed, and in that way I knew when special rates were made to meet competition.

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Q. And the name of the steamer which had been selected? A. The name of the steamer and the rate.

Q. You would never receive any direct communication from the members of that committee that a certain ship had been selected? A. If I did I stopped it because I did not care to have anything to do with it; I had too many things and it was routine.

Q. That is, you did not permit them to tell you the name of the ship they had selected? A. It was not a part of my conference work.

Q. Did the small committee make any reports to the conference in general as to the selection which it was making? A. No, but I think they informed the lines interested.

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Q. Was there any discussion in the conference itself as to the selections which the small committee made from time to time? A. There was discussion among the lines from time to time whether a certain ship would be efficient to meet competition of passenger steamers.

Q. That is as to whether it would be a suitable ship to select as a fighting ship? A. Whether it happened to be sailing at a time which was suitable.

Q. Did you make any record in your conference minutes as to those discussions? A. No, there was no record on the conference about the matter as I recall.

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Q. Did you keep any records of the ships which were in fact selected, the dates of their sailings and the rates which were charged? A. Yes, in the regular record containing the changes in rates of all of the lines.

Q. Where is that record, is that in permanent form? A. I think that the regular file is maintained and has been for many years.

Q. And that file was kept by you as secretary of the conference? A. It was kept in the conference office.

982 *Lawson Sandford*

Q. And that file, I suppose, was turned over by you to the conference? A. Yes.

Adjournment taken until Wednesday, June 19, 1912, at 10:30 o'clock A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

983

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

New York, June 19th, 1912.

Before Charles Elliott Pickett, Esq., Examiner.

Hearing resumed pursuant to adjournment.

984

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for The Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by L. C. Spooner, Esq., for The Allen Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for The Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., personally, and Walter Rogers Deuel, Esq., for Russian East Asiatic Company, *et al.*

LAWSON SANDFORD, recalled:

Direct-examination by Mr. Dorr:

Q. I was asking you yesterday about the designation of the so-called small committee by the American Atlantic Conference in New York; what is your recollection on that point this morning? Do you recall whether or not a small committee—a so-called small committee—was designated by the American Atlantic Conference in New York in about May, 1908, or subsequent or prior thereto? A. My recollection is the same as yesterday, that the so-called small committee was designated by action taken abroad and not by action taken in America. 986

Q. According to your recollection then the statments contained in the letter of May 28th, 1908, which was shown to you yesterday, Exhibit 27, are not accurate as to the appointment of a small committee at a hearing in New York? A. My belief is, as I said yesterday, that that was action of the representatives in America of the parties to the arrangement in Europe, not conference action by the Americans. 987

Q. And that that selection was made at a meeting of the conference? A. I am quite sure it was not made at a meeting of the conference.

Q. Are you quite sure that the members of the conference were not present at the time that selection was made? A. I am trying to recall whether the meeting was held in the conference rooms, but I am not clear on the subject.

Q. Can you suggest any other place where it might have been held? A. No.

Q. The only place you can think of where such a meeting would be held would be in the conference room, is that right? A. Not at all necessary; they may meet, interested groups of lines, on various subjects elsewhere.

Q. Do you take it from reading this letter that there were two meetings held, one in which the selection of the small committee was made and another in which the question of the qualification or disqualification of Mr. Zotti was taken up?

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Mr. Spooner: I object as cross-examination of his own witness, and incompetent as calling upon the witness to construe a letter and to give his opinion as to what it means.

A. It would appear from the text of the letter that both subjects must have been discussed at the same occasion.

Q. And the question of the disqualification of Zotti to act as an agent would be a matter within the purview of the American Atlantic Conference, would it not? A. Yes, I think the question of the disqualification of Zotti originated considerably prior to that time

990 and from the context of the letter it may have been incidentally referred to.

Q. Do you recall at this meeting as it appears from this letter, it took up two matters arising from two cables each purporting to have been received from Mr. Peters in London, the first cable relating to the enforcement of the conference regulations against agents and containing a request that the New York Conference act accordingly; do you recall that this letter indicates that that cable was taken up and action taken thereon?

Mr. Spooner: Was that the letter from the Holland American Conference to members here?

Mr. Dorr: Mr. Gips—

Mr. Burlingham: Mr. Dorr, have you shown that he attended any such meeting?

Mr. Dorr: He couldn't say whether he had or had not yesterday; he said it was something which he could not swear to positively one way or the other. I think he said his recollection was coming back to him—

The Witness: I didn't say my recollection was coming back; it was only— 992

Mr. Burlingham: Do you understand what the question is?

The Witness: His question now appears to be—

Q. Just answer the question (question read)?

Mr. Spooner: I make the same objection.

A. I am sorry, but I cannot recall; I will have to refer to the letter.

Q. Where is the letter? If you will, read the whole letter through, Mr. Sandford, if it is necessary? A. The letter reminds me of this, that the lines considered among themselves—whether they did it in the conference rooms I am not prepared to swear one way or the other—measures to enable themselves to maintain the discipline of their agents against outside competition. 993

Q. Just answer this question; does the reading of this letter now recall to your mind that the agents of the various lines who were members of the conference discussed in the conference rooms or elsewhere, the two cables which are referred to in that letter, or the subject-matter of them? A. I am sorry, but I cannot give very good testimony on it.

994 *Lawson Sandford*

Q. You have no recollection as to whether any such discussion was held or not? A. The letter is certainly very sound in its statements, and I am quite prepared to refresh my memory from it and presume that that was one of the incidents of the period, but it is over four years ago.

Q. So far as your recollection goes then, so far as you have any, it is in accord with the statements in that letter? A. In a general way, yes.

Q. And you will notice that the cable which was first referred to in that letter received from Mr. Peters,
995 whom I think you testified yesterday was secretary of the steerage pool abroad, requests the New York Con-the steerage pool abroad, requests the New York Conference to take action? A. Yes.

Q. Do you know of any other New York Conference to which that could refer other than the American Atlantic Conference of which you were secretary, or at the meeting of the Continental Conference and the North Atlantic Conference? A. The New York Conference would probably be a convenient designation of the cable. The North Atlantic or the Continental Passenger Conferences had in membership all of the passenger lines and all of the ports, not necessarily New York alone, therefore it could not have been a
996 conference meeting to be held in New York unless all of the members of the conferences were present.

Q. Just answer my question. Do you know of any other place to which that designation "New York Conference" could refer other than the American Atlantic Conference of which you were secretary, or joint meeting of the Continental Conference and the North Atlantic Conference, of which you have stated you were also secretary, and which you have also stated was composed of the same lines as composed the American Atlantic Conference? A. I construed the cable to mean—

Q. Just answer that question? A. My construction of the cable—

Q. Now, you answer that question yes or no? A. I cannot answer yes or no—

Q. What is there in it that you cannot answer yes or no? A. It is rather involved for me to answer yes or no; I would have to make an explanation.

Q. What is there in the question which is inaccurate or misstates what you have testified to.

Mr. Spooner: He says he cannot answer the question categorically, and he is not obliged to do it. 998

Q. I am asking you what there was in it that was incorrect? A. I feel, Mr. Dorr, my answer must be that I construed the cable to mean—

Mr. Spooner: You mean to construe the cable? I object to your construing the cable; you have not been asked about that.

Q. What is there in that language that prevents your answering it yes or no? A. It is simply the technical way in which the business was to be done constantly by the various lines.

Q. Do you know of any other conference which might be understood, might be meant by that New York Conference, other than the conferences employed here? A. Yes, it would mean in my judgment a meeting of the representatives in America of the parties to the arrangement referred to in Europe. 999

Q. Did such meetings go under the name of the New York Conference? A. No.

Q. Did you ever hear them describe it in that way? A. No; as a matter of fact there is no New York Conference.

Q. Then whatever it might be though it might have meant some other conference or some other meeting,

1000 it would ordinarily mean to your mind a meeting of the Atlantic Conference or a joint meeting of the Continental Conference and the North Atlantic Conference, would it not? A. To my mind that cable meant a meeting of the American representatives of the interested lines.

Q. And the interested lines were the members of the American Atlantic Conference who were also members of the Continental and North Atlantic Conference, were they not? A. Yes, but there were other lines as I understand it who were not members of the
1001 arrangement in Europe who were members of the American arrangement.

Q. What lines were those at that time, May, 1908? A. Some of the Canadian Lines, the Austro-Americano and probably the French Line; I am not sure that the French Line was a party to the arrangement in Europe which we are discussing.

Mr. Spooner: At that time?

The Witness: At that time.

Q. I call your attention to the appendix three to the agreement "AA" and ask you whether that refreshes your recollection as to the French Line being a member of the pool agreement? A. That is true, I didn't see it at the beginning of the document.

1002 Q. It does refresh your recollection, does it not? A. No, my recollection is naturally not very clear for I have not had jurisdiction over those agreements.

Q. You do not desire to be understood as testifying now that the French Line was not a party to agreement "AA"? A. I have never tried to testify that it was not; I simply did not see the French Line there.

Q. You know that the French Line was a member of the New York Conference but it was not a member of the pool agreement "AA"? A. Merely from read-

ing the list of lines said to be parties in the beginning of the document.

Q. And your information was merely based on that? A. Surely.

Mr. Spooner: You do not claim that you have shown the French Line became an original member of the Agreement "AA", do you? You have had evidence together in this proceeding for a long time that it became a member before this suit began.

Mr. Dorr: We have not had this appendix three until produced by Mr. Beecher yesterday. 1004
That was not in the copy of the Agreement which was produced for the Government in the previous investigation, and it was not until we insisted upon the production of this original yesterday that we got it. There are two things which are in this Agreement "AA" produced yesterday which are not in the copy of the agreement which has heretofore been produced for the Government. If a complete copy of Agreement "AA" had been produced, I have no doubt the French Line would now be a party of this proceeding.

Mr. Burlingham: Who was ever asked to 1005
produce that agreement?

Mr. Dorr: A director of a certain line which is now a defendant and who is now dead; I don't see any occasion to mention the name.

Mr. Burlingham: None of the papers, we claim, were ever asked to be produced until we received the subpoena and when we received the subpoena we produced it.

Mr. Dorr: I am not casting reflections on anyone; I am merely stating the fact in response to Mr. Spooner's suggestion that the French Line should have been a party to this

1006 *Lawson Sandford*

proceeding. No party who is present before this Court was subpoenaed to produce it.

Q. As to the Canadian Lines which you mentioned as being members of the Conference, but not parties to this Agreement, what were those lines? A. In 1908?

Q. In 1908? A. I don't see the Donaldson Line mentioned in the arrangement; I think the Donaldson Line was a member of the Conference.

Q. I call your attention to the first page of the Agreement? A. You asked me to read the contract "AA". I don't see this (examining Agreement
1007 "AA").

Q. After having looked at the second page of Agreement "AA" have you any question that the Donaldson Line was a party to this agreement? A. I have no question about the Donaldson Line.

Q. What other Canadian Lines were there that were members of the Conferences of which you were secretary who were not parties to this Agreement which related to the North Atlantic Steerage Traffic? A. I was under the impression I was not correctly designating the Donaldson Line's position; I think now from reading the document that the Donaldson Line was present but not really a party.

1008 Q. It appeared that the Donaldson Line took part in this Conference, did it not, which resulted in this Agreement? A. Certainly, but I don't see its name as a party.

Mr. Spooner: Why do you call that a Conference; what conference?

Mr. Dorr: The London Conference.

Q. What other lines have you in mind, if any? A. The Austro-Americano.

Q. Do you know whether or not that was engaged in the North Atlantic Steerage Traffic in 1908? A. Yes, by way of the Mediterranean.

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Q. Did they thereafter become a member or a party to this Agreement? A. I am not informed.

Q. Never had any information about that? A. I am not informed about it.

Q. You have had no information from anyone connected with the defendant lines as to whether or not the Austro-Americano Line has or had, either in 1908 or thereafter, an arrangement with the other lines mentioned in the Agreement "AA"? A. My information is from Mr. Phelps, the agent of the Austro-Americano, that his Company in some way was Associated with these other lines, but the precise association I am not familiar with.

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Q. Do you recall the provision in the so-called Beschlusse II, that six per cent dividends of the Austro-Americano Lines were to be guaranteed by the lines that were members of this conference?

Mr. Spooner: I object to that as not within the pleadings and therefore irrelevant and incompetent.

A. I am familiar with it.

Q. Were there any other lines? A. The only way I can be sure would be to take the list of what you construe the parties to Agreement "AA" and verify that with an official list of the members of the Conference in 1908.

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Q. Have you such an official list in your possession? A. No.

Q. Now, Mr. Sandford, to come back to that letter of May 22nd, 1908, Exhibit 27, from that letter, which I think you have said you regard as accurate, in substance it appears that Secretary Peters cabled over to New York requesting that the discipline of agents should be taken up by the New York Conference, did he not? A. That is very evident.

Q. And it appears from that letter that the question of the enforcement of the rules against agents and the disqualification of Mr. Zotti in particular was considered at a meeting held in New York at which the representatives of the various lines did appear to have been parties to the Agreement "AA"? A. Yes.

Q. You have also testified to that? A. Yes.

Q. Now, the enforcement of rules as to the disqualification of agents was one of the matters which was within the purview of the American Atlantic Conference, was it not, and on which they repeatedly took action? A. Yes.

1013 Q. With those facts in mind, have you any question that the meeting in which the question of the enforcement of the rules of the Conference in regard to agents in which the question of Mr. Zotti's disqualification was taken up was in fact a meeting of the American Atlantic Conference? A. I would not care to testify under oath to that effect but—

Q. You would not testify that it was; you certainly would not testify that it was not, would you, Mr. Sandford? A. I mean I wouldn't care to testify of my knowledge and belief, but on hearsay or on my recollection. A meeting of the New York representatives would naturally mould the general feeling of

1014 the trade.

Q. That is not my question. Have you any doubt that the meeting which it appears from this letter was held in New York in which the question of the enforcement of Conference rules was taken up and the disqualification of Mr. Zotti was discussed, was a meeting of the American Atlantic Conference? A. I think it was not a meeting.

Q. That was a matter which was regularly within the purview of the American Atlantic Conference, was it not? A. My recollection is that the so-called—

Q. Just answer my question? A. A matter of

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agency discipline, yes. My recollection is that the joint work of the Continental and North Atlantic Conferences did not begin until the end of June, 1908.

Q. Prior to that time how was the joint work—how were matters which affected both the Continental and the North Atlantic Conference carried on? A. In whichever conference a matter first came up it was customary for that conference to consider it and inform the other conference of its decision.

Q. Do you take it, then, that this meeting which is referred to in this letter, was a meeting of either the North Atlantic or the Continental and not a joint meeting of the two? A. I think that meeting was unquestionably one arranged by both the Continental and North Atlantic Line's American representatives; the Zotti case had probably up to that time been dealt with purely by the Continental Conference.

1016

Q. But at this time, under that arrangement as it existed on February 5th, 1908, it was a matter of common concern for both the North Atlantic and Continental, was it not? A. It was at all times a matter of common concern because Zotti represented practically all the Trans-Atlantic Lines.

Q. You attended that meeting as secretary? A. I may; I may not; I don't know.

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Mr. Spooner: What meeting was that?

Mr. Dorr: The meeting last referred to in which the question of Zotti's disqualification was taken up and in which the other matter was taken up.

Q. Now, let me ask you as to your relations as secretary of the Conference to this small committee; what were your relations; put it in your own words? A. My relations were not to have anything to do with the committee; the committee in the Conference or group or lines would handle its own work.

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Q. That is, you had nothing officially to do with the small committee? A. I personally had not.

Q. You never had any official relations in regard to it whatever? A. Communications may have come to me but I handled them in the routine.

Q. In what capacity would they come to you? A. Simply as a sort of clearing house of information for the steamship lines.

Q. What was your cable address? A. At that time I think it was "Memorable."

Q. Are you sure that it was not "Tranconfer"? A. It may have been; we had two cables.

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Q. I show you a certain cablegram, or what purports to be a copy of a certain cablegram of June 17th, 1909, and ask you whether you received that? A. That would be a cable to the Conference office, and if it referred to—

Q. It would come to you, would it not? A. Not necessarily to me personally; I had a staff of eight people.

Q. Were you the head in charge? A. Yes.

Q. And as secretary of the conference that would remain in your custody, would it not? A. It would be on the files that concerned the subject.

Q. Did you carry on any independent business at

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that office other than secretary of the conference? A. No.

Q. That is, the records which you had there were conference records? A. Yes.

Q. And you had them as secretary of the conference? A. Yes.

Q. And when I say secretary of the conference, I mean secretary of the American Atlantic and of the Continental and of the North Atlantic or the Mediterranean? A. Yes.

Q. Do you recall receiving this cablegram? A. I am quite sure that it came to the conference office.

1021

Mr. Dorr: I offer this in evidence.
Marked Petitioner's Exhibit No. 28.

The Witness: What date is it, Mr. Dorr?

Q. Under date of June 17th, 1909? A. I went west in June, 1909; I remember I went west near the middle of June, 1909; I don't know that I was west on that date.

Q. Do you know what minute 22 is, referred to in that cablegram? A. I think it must refer to some European minute, because we have no conference minutes on the small committee in America.

Q. Minute 22 then, you take to be a minute adopted by a conference in Europe? A. I think so. 1022

Q. How would you designate that conference? A. I am sure it must be part of the work of the European Agreement of 1908.

Q. That is the Agreement "AA"? A. Yes.

Q. And have you seen minute #22? A. I think a copy of minute 22 was sent to me and I handed it to the people concerned.

Q. So that a copy of minute 22 was at one time at any rate in this country? A. Yes.

Q. Do you recall the contents of minute 22? A. I think it was the minute adopted abroad appointing a small committee in America on the part of the European officers of the "AA" members. 1023

Q. Did you retain a copy of that minute 22 in the offices of the members of the conference lines? A. I am quite sure not, because the small committee work was not considered New York or American Conference subjects at all, simply was a subject concerning a particular group of lines with which the conference was not concerned.

Q. And you as the secretary communicated this minute 22 to the various lines? A. To the line which it concerned.

Q. In the United States? A. Yes.

1024 *Lawson Sandford*

Q. And those lines were the members of the Agreement "AA"? A. I don't remember now definitely whether I did anything in fact on that subject; I am simply speaking from general recollection.

Q. You received minute 22 as secretary of the New York Conference, did you not? A. Not as secretary I take it.

Q. How did you receive, in your individual capacity, Mr. Lawson Sandford? A. No; simply in the capacity of a clearing house for general information.

Q. That is the capacity in which you received it,
1025 is it? A. Yes; that has been the work I have done largely.

Q. Did you receive a salary for being a clearing house for general information? A. The place is largely a clearing house for general information.

Q. Where did you receive your salary from? A. I received my salary and expenses from the individual lines making their own individual payments.

Q. Who were members of the conference? A. Who were members of various conferences.

Q. Did they prescribe any duties to you other than as secretary of the conference? A. The formal duties prescribed were those mentioned, for instance, in 1896 or 1897 North Atlantic Minutes which you had
1026 yesterday.

Q. I don't think we had those? A. 1896 or 1897.

Q. And those are the duties which you had and which you received a salary for? A. Yes; those were the regular duties which constituted my appointment, but my office acted as a sort of general clearing house for information on matters of general news to any one who wanted it.

Q. Who is the secretary referred to in this cablegram? A. A code word for Mr. Peters.

Q. Who is the secretary of the—I think you said of the conference—abroad? A. Mr. Peters in Jena.

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Q. He was the secretary of the conference abroad? A. He was secretary as I understand it of all of the arrangements abroad concerning Continental and British Lines.

Q. And he sent this cablegram to you to be communicated to the various lines? A. Yes.

Q. Who were members of the same agreement? A. Yes.

Q. In communicating the action of the conference abroad to the members of the New York Conference you were made the conduit for that information? A. Occasionally matters from the other side were sent to the conference office in New York for distribution, but not regularly.

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Q. To come back for one question to this minute 22; did you receive a letter enclosing that minute? A. Probably so, yes.

Q. Did you preserve that letter if you received it? A. Probably so; or passed it to the line.

Q. The original letter would be addressed to you in the ordinary course, would it not? A. It would be addressed to the conference, yes.

Q. And that letter in the ordinary course you would have left among the conference papers when you ceased to be secretary? A. Yes.

Q. And so far as you know none of those conference papers were sent out of the country? A. None.

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Q. None had been removed from this country up to the time you ceased to be secretary? A. None.

Q. That is the only definition of your duties that was ever made (referring to 10 of the general rules for steerage passengers in Petitioner's Exhibit 23)? A. Yes; that is typical.

Q. Mr. Sandford, I show you what purports to be a copy of a cablegram under date of September 17th, 1909, addressed to "Tranconfer" signed secretary, and ask you whether you received that? A. I think

I recall that these copies were prepared for your office some years ago.

Mr. Dorr: I offer these in evidence.
Marked Petitioner's Exhibit No. 29.

Q. Did you preserve copies of all the cablegrams received or sent by you? A. Up to the point where they seemed to be of any consequence and afterwards to relieve the accumulation they were destroyed.

Q. When did you destroy the accumulations? A. Probably at the end of each year we would try to strip our files of subjects that were not likely to be referred
1031 to again.

Q. Do you recall whether or not any of the cablegrams of 1908 were preserved? A. It is very evident they were because we supplied them to the District Attorney on his request about two years ago.

Q. These two are under date of 1909? A. I think Mr. Dorr, we supplied Mr. Pitkin with copies of every communication the conference had exchanged with Mr. Peters during the period in which you were interested, some of which we had to write to the other side to obtain.

Q. Do you recall what this cablegram refers to: "small committee. Your cable June 9—" A. No,
1032 sir; I do not. It must have referred to the general subject; there must have been some cable from the New York manager.

Q. And it had something to do with either the constitution or the operations of the small committee in New York? A. Yes; under rule 22 in Europe.

Q. Rule 22 of the London Conference? A. Yes.

Q. And did that small committee to your knowledge have any other duties than to arrange for the sailings and rates of the so-called fighting ships? A. I think the small committee's duties were to find what steps were necessary by steamers already scheduled to sail to meet the tactics of outside lines.

Q. That is, in order to protect the Cunard Line, and the Hamburg American Line, and the North German Lloyd Line, and the French Line, and the Holland Amerika Line from competition of such a line as the Northwest Transport Line it was necessary for them to adopt defensive measures? A. Yes.

Q. And the International Mercantile Marine Lines; and in order to protect themselves against this threatening danger from the Northwest Transport Line they conceived it necessary to adopt defensive measures to put on defending ships, is that what I understand the idea was, Mr. Sandford? A. There has been a great deal of discussion on the subject by much better posted and brighter minds than mine; I simply know from my own experience that the protection of the traveling public— 1034

Q. Never mind that? A. You asked for an opinion.

Q. No; you were volunteering something.

Mr. Spooner: Let him finish.

The Witness: I don't want to offer anything—

Q. I think you are offering something beyond what my question calls for? A. I understood you wanted in a sort of sarcastic way to have me construe the enormity of opposition and I know from my personal experience of all my life not only in the conference, but employed by— 1035

Mr. Dorr: I have a right to introduce an objection to this witness.

Mr. Burlingham: You have a right to move to strike out a man's answer when he has answered.

Mr. Dorr: As soon as a witness's answer ceases to be responsive the Government has a right to interpose an objection. This witness is now endeavoring to give expert testimony

as to a certain matter and I object to the witness giving expert testimony.

Mr. Beers: Having given your objection he is entitled to go on.

Mr. Dorr: I object to this witness proceeding to volunteer information which he claims to be his expert opinion on certain matters as to which he has not been interrogated by the Government.

Mr. Beers: With that objection on the record, Mr. Sandford, go right on.

1037 The Witness: Mr. Dorr has accused me of not trying to answer his question, but when I found out what he wants I am very glad to answer it as fully and truthfully as he pleases.

Mr. Dorr: I would suggest then that any other things you desire to add in that matter be left to the cross-examination.

Q. (Question read.)

Mr. Burlingham: You listen to the question read and then go on with your answer.

Mr. Dorr: I object to counsel instructing the witness called for the Government at this
1038 time. Of course, it is quite obvious that he is regarded as a witness for the defense.

(Answer of witness read.)

Mr. Burlingham: Go on from there if you wish to.

The Witness: Well, to finish the sentence, requires that they and their agents are given equal opportunites as to rates.

Q. Now, Mr. Sandford, these steamers that you mention were designated by the small committee, were

they not, was that your information? A. In part probably, and not always.

Q. During what period were they designated by the small committee? A. I am not thoroughly posted; my recollection is not clear because I have not handled the work of the small committee.

Q. Did you as secretary of the conference have anything to do with the designation of the fighting steamers? A. No, sir.

Q. I show you a certain cablegram, or what purports to be a copy of a certain cablegram, under date of June 9th, 1909, and ask you whether that cablegram was sent by you? A. That was sent unquestionably by direction of the small committee in effect at that time; it is June, 1909. 1040

Q. Sent by you at the direction of the small committee? A. Sent at the conference office; not necessarily personally by me.

Q. You were in that conference office, were you not? A. I know, but I couldn't attend to every detail that came into that establishment.

Q. It was, however, your duty to supervise the action of your office; a cablegram of that nature would hardly be sent off without your knowledge, would it? A. Entirely so.

Q. If you were away? A. No; even if I were there. It would not be necessary at all for me to see a cable of that sort. 1041

Q. Perhaps this will refresh your recollection as to whether or not you had anything to do with that particular matter (handing witness letter)? A. Absolutely clear. A letter from the Holland Amerika Line—

Q. Never mind about the contents. Does that refresh your recollection? If it does not all right; if it does what is now your recollection as to whether you personally were concerned in the matter to which

this cablegram of June, 1909, referred to? A. It absolutely bears out what I said. It says we—

Q. I asked you whether your recollection was refreshed by that letter; do you recall now whether or not you had anything to do with the matter which is referred to in this cablegram? A. In respect to despatching it?

Q. Yes? A. No; I don't think so. I suppose the small committee, whatever the instance, sent it through the office.

Q. To your office? A. Yes.

1043 Q. And would it be sent if you were present in the office without your knowledge? A. The office has about five rooms.

Q. To whom would the small committee submit a cablegram of this sort for transmission in the regular course of business at that time? A. They probably sent it to Mr. Morse, because he handled small committee matters personally.

Q. Mr. Morse handled those matters for you? A. No; I simply presume it was handed to Mr. Morse.

Q. Where is Mr. Morse now? A. He is in the office of the conference.

Q. Is he in the offices of the conference still? A. Yes.

1044 Q. And the office is at the same address, of course? A. Yes.

Mr. Dorr: I will offer in evidence letter from one of the press copy books heretofore identified as being the letter book of the Holland America Line under date of May 24th, 1909, purporting to be signed A. G.; it may appear on the record that A. G. represents Adrian Gips.

Mr. Beers: Objected to as incompetent and irrelevant and not binding in any way upon the

1045

defendants other than the Holland America Line.

Received as Exhibit #30.

Mr. Dorr: I now offer in evidence copy of a cablegram identified by the witness under date of June 9, 1909.

Mr. Beers: Same objection.

Marked Petitioner's Exhibit #31.

Q. I show you cablegram under date of August 3rd, 1909, and ask you whether that was received by you? A. From the code word it was undoubtedly received and supplied to your office at your request.

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Mr. Dorr: I offer this in evidence; addressed to Transconfer, signed Secretair.

Mr. Beers: Same objection.

Marked Petitioner's Exhibit #32.

Mr. Dorr: I offer in evidence letter press copy of letter from Adrian Gips to the Holland American Line under date of August 3rd, 1909, on page 322 of the letter book.

Mr. Beers: Same objection.

Received as Exhibit #33.

Mr. Dorr: I offer in evidence what purports to be an original letter from the Holland American Line Home Office to the Holland American Line of New York, under date of August 12th, 1909.

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Mr. Beers: Same objection.

Marked Petitioner's Exhibit #34.

Q. Now, Mr. Sandford, do you recall now, after an inspection of these exhibits, do they refresh your recollection as to the fact that you were the medium of communication—your office was the medium of communication—between the small committee in New York and the secretary of the conference abroad? A. On those occasions, yes.

1048

Q. By your answer do you mean to imply that those were the only occasions? A. On such occasions.

Mr. Dorr: I offer in evidence letter press copy of April 27, 1909, from Adrian Gips on page 235 of the letter book.

Mr. Beers: Same objection.

Received as Petitioner's Exhibit #35.

Mr. Dorr: And the original letter of reply of May 4th, 1909.

Mr. Beers: Same objection.

Marked Petitioner's Exhibit #36.

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Mr. Dorr: I offer in evidence letter of March 29th, 1909, purporting to be an original letter from the Holland American Line, Home Office, in Rotterdam, to the Holland American Line of New York, being one of the letters identified by the witness yesterday.

Mr. Beers: Same objection.

Marked Petitioner's Exhibit #37.

Mr. Dorr: I offer in evidence letter of May 25, 1909, original letter, from the Holland American Line at Rotterdam to the Holland American Line at New York.

Mr. Spooner: This is objected to and I am going to move to strike out those that have

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been put in.

Mr. Dorr: On the ground of lack of proof?

Mr. Spooner: On the ground that they are irrelevant and incompetent, not, however, for want of proof of authenticity or genuineness.

Marked Petitioner's Exhibit No. 38.

Q. Mr. Sandford, do you recognize the handwriting in that Exhibit No. 38? A. I don't know it.

Mr. Dorr: I offer three further letters from the Holland American Line in Rotterdam to

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the New York office, one under date of August 4th, 1908, and one under date of August 31st 1908.

Mr. Spooner: I make the same objection.

Marked Petitioner's Exhibit No. 39.

Marked Petitioner's Exhibit No. 40.

Q. Mr. Sandford, in 1908, do you recall what lines were engaged in the North Atlantic Steerage business which were not members of the conference? A. Apparently from the papers we have seen—

Q. I am asking you for your recollection; if you do not recall, say so? A. I would like to have opportunity to look it up; it is four years ago. 1052

Q. Do you recall whether there are any other lines than the Russian Volunteer Fleet and the Russian East Asiatic Line? A. All established lines were in the conference; there were mushroom lines in and out of the business all the time.

Q. Never mind about your characterization of lines; just answer the question. Do you recall whether there were any lines other than the Russian Volunteer Fleet and the Russian East Asiatic Steamship Company which were not members of the conference? A. I would like to have opportunity to look that up.

Q. You have no recollection one way or the other? A. I have some recollection. 1053

Q. Then state such recollection as you have? A. I think that—

Mr. Beecher: I object. The witness has stated he is ready and willing to look it up and testify in regard to it. Now, to ask him to give the best recollection which he might have at this time, seems to me hardly fair.

Mr. Dorr: I will suggest this, Mr. Beecher, that if the witness finds that his recollection is

in error, I will be very glad to afford him an opportunity to correct it.

Mr. Beecher: I will say, Mr. Dorr, that I don't think that we ought to take his time or waste our energy in getting the witness's possible recollection only to be subsequently corrected. Let the witness look the matter up and give his testimony.

Mr. Dorr: This witness, I think, has been so many years with the conference, that even a somewhat distant recollection should be of value.

1055

The Witness: I am giving you the best recollection I can. I must take exception to your attitude—

Q. I want it; what is the best you have got? A. Every time I try to make an explanation, you shut me off—

Q. What is your recollection, Mr. Sandford? A. My recollection is very plain that the growth of the Atlantic business in the last 20 years is such that no man can remember it.

Q. Your recollection is very plain that you haven't got any recollection? A. I can if you want me to give it to you in black and white.

1056 Q. Do you now recall whether there was any other line in the North Atlantic Steerage business in February and March and April and May, 1908, which were not members of the conferences of which you were secretary, other than the Russian Volunteer Fleet and the Russian East Asiatic Line? A. It is difficult to—

Q. Do you recall any other? A. I don't think the Russian East Asiatic was running in 1908; I don't remember those things.

Q. You cannot remember whether there was such a concern at that time? A. To testify under oath—

1057

Q. You have no recollection on the matter? A. I have some recollection.

Q. What is your recollection? A. I think there was some—

Q. What is your recollection about the Russian East Asiatic Fleet? A. I am confused by—

Q. Never mind what you are confused by, what is your recollection such as it is? A. I will have to say it in my own way. I am confused because the names of those outside lines changed so frequently and they ran for spasmodic periods and not regularly. I can't remember whether that was a mushroom line, was running under one name or another, or had been running.

1058

Q. If you have no recollection, it is a very simple matter for you to say so. Now, have you any recollection as to whether the Russian Volunteer Fleet was running in 1908? A. I think so.

Q. Have you any recollection as to whether the East Asiatic was running in 1908? A. I am mixed—

Q. Have you any recollection? A. I think it was either the Russian East Asiatic or the Northwestern Transport, I don't remember which, offhand; I am trying to think what lines were—

Q. Then you have no definite recollection as to whether the East Asiatic was running at that time or not? A. I think it was, but I am not sure whether it was the Russian East Asiatic or the Northwest Transport.

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Q. You have given us the best recollection you have; now, have you any recollection as to whether the Northwest Transport was running at that time? A. I think it may have been.

Q. What is your best recollection? A. I haven't got much recollection on it for the reasons I have stated.

1060 Q. Have you any recollection as to whether the New York Continental was running at that time? A. That's the trouble, they changed their names so often. How can I remember now, four years back?

Q. We don't care for your difficulty; we want your knowledge; if you have any, say so? A. I have very little of it.

Q. Mr. Sandford, have you any recollection now as to whether the New York Continental Line was running in 1908; have you or have you not? A. You have tried to confuse me on the Russian East Asiatic and Northwest Transport and New York Continental
1061 and everything else.

Q. I have not tried to confuse you. Answer that question, and answer it without comment, if you please? A. My recollection is not—

Q. You have no recollection on the point? A. My recollection is not worth regarding when I offer to look it up.

Q. You are not the judge as to whether your recollection is worth anything; that may be a matter of opinion, but what I want is the fact of whether or not you have any recollection on that point? A. Will you state it one line at a time?

Q. Do you recall whether or not the New York
1062 and Continental Line was running in 1908? A. I think it was, under that name, for several months, and then it stopped.

Q. It was running in 1908? A. Yes, it chartered steamers.

Q. Do you recall whether or not the Russian East Asiatic Line became a member of the conference? A. Yes.

Q. When was that? A. I think it was in the autumn of 1908 or 1909; I couldn't say definitely.

Q. Did you receive that cablegram (showing wit-

1063

ness cablegram)? A. Yes, but the year is blurred; it looks like 1908.

Mr. Dorr: I offer that in evidence.

Mr. Bullowa: I object to this as no proof of entering into any agreement, simply hearsay evidence of the worst character; I especially object to what he was informed of the action of the defendant the Russian East Asiatic Company.

Marked Petitioner's Exhibit 41.

1064

Q. After the receipt of that cable, do you know whether or not representatives of the Russian East Asiatic Line appeared at the meetings of the conference of which you were secretary? A. My recollection is that the Russian East Asiatic Steamship Company applied in writing to the New York office of the American Conferences and it was upon that action, that application, that they were admitted to membership in the Continental Conference. If it was in 1908, I was in Europe about that time.

Q. Then you have no personal recollection as to the transaction? A. No, but I remember the fact that the Russian American Line joined the conference.

1065

Q. Did you, Mr. Sandford, ever see the agreement which is mentioned in this cablegram? A. What agreement is it?

Q. That, I will have to ask you (showing witness cablegram)? A. No, I have not.

Q. Were the terms of that agreement stated to you by any person?

Mr. Bullowa: Objected to as hearsay and incompetent.

A. I have never heard the particulars of the relationship in Europe between the Russian American Line and the other lines.

1066 Q. Did any person ever state to you whether or not a certain proportion or pro rata proportion of the North Atlantic Steerage traffic was allotted to the Russian East Asiatic Lines?

Mr. Bullowa: It is understood that my objection applies to all these questions?

Mr. Dorr: Yes.

A. I understood that the Russian Line was a party in Europe to their traffic arrangement, possibly in connection with the division of the third class business.

1067 Q. And that a certain proportion of the steerage business was allotted to the East Asiatic Line? A. Probably.

Q. And you obtained this information from— A. Hearsay.

Q. From the officers and agents of the various defendant lines? A. The general talk, yes.

Q. That is, among the members of your conference; do you recall any particular person who told you this? A. No, sir.

Q. Did you learn or did you hear from some source the proportion of business, steerage business, which was allotted the East Asiatic? A. I don't think

1068 I ever knew.

Mr. Dorr: I offer in evidence press copy of letter under date of August 28, 1908, from Adrian Gips to the Holland Amerika Line. Rotterdam.

Mr. Spooner: Same objection that has been made to the other letters of Mr. Gips to the Holland Amerika Company, or from the Holland Amerika Company to Mr. Gips which have been offered in evidence.

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Mr. Bullowa: I make the same objection, and the further objection that no letter written by an officer of the Holland Amerika Line to anybody else is binding upon the defendant, the Russian East Asiatic Steamship Company, Limited, or Johnson and Straus, there being no proof that the Russian East Asiatic Steamship Company entered into any agreement.

Marked Petitioner's Exhibit No. 42.

Q. Do you recall whether thereafter a circular was circulated among the agents, conference agents, this circular which I now show you, was it there- 1070
after circulated among the conference agents? A. It is a regular conference circular issued in the customary manner, circular dated September 1st, 1908.

Q. That circular purports to be issued, among others, by the Russian American Line; how did you obtain authority from the Russian American Line to the issuance of that circular? A. I am afraid you have not read the record. If you would read this record you would see that the situation is all defined that you are asking me to give.

Q. I show you a circular under date of September 1st, 1908, and it indicates that it appears to be signed by the Russian American Line? A. Yes.

1071

Q. This was issued by the conference? A. It is the usual language. I can refresh my memory as to how it was done by looking at the official record (reading), "A meeting was held on the 3rd day of September, 1908, at which was present, a representative of the Russian American Line. The first action at the meeting of September 3rd, 1908, was as follows—"

Q. Do you recall what member of the Russian American Line was present? A. It is stated here in the record.

1072

Q. I want your recollection? A. It is on the record.

Q. Mr. Sandford, if you will give me your recollection? A. I read from the record, Mr. Max Straus.

Q. Mr. Sandford, you will not read from the record unless asked to do so? A. Four years, this period, I can't remember whether I was personally present at that meeting or not.

Q. Unless you have some recollection in addition to that of the written record, it is not proper for you to state what occurred at that meeting; it is subject to other proof? A. At this date, I cannot state

1073 if I was present at this meeting.

Q. Do you recall whether at that time or thereafter, Mr. Straus attended meetings of the conference in New York? A. Yes, he did.

Q. Did you make that particular minute of September 3rd, 1908? A. I couldn't say now.

Q. And you cannot vouch personally for it? A. No, it is confirmed by the chairman as a correct record.

Mr. Dorr: I offer in evidence the circular.

Mr. Beers: Objected to as irrelevant and immaterial and not within the issues.

1074 Marked Petitioner's Exhibit No. 43.

Q. How long did Mr. Straus attend the conference meetings? A. From that time up to the early part of April of this year sometime.

Q. Do you recall, Mr. Sandford, when the Russian Volunteer Fleet withdrew its ships? A. Sometime in 1908, probably mid-summer.

Mr. Dorr: I will offer in evidence letter of Holland Amerika Line at Rotterdam to the New York office under date of June 19th, 1908.

Mr. Beers: Same objection as to that, but

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the objection as to incompetency does not extend as to the genuineness of the letter.

Marked Petitioner's Exhibit No. 44.

Q. Mr. Sandford, you recall whether or not from time to time, penalties were imposed on the agents at conference lines who sold tickets for other lines, not conference lines? A. Yes, they were always given the option of choosing between conference lines and non-conference.

Q. Can't you answer that question, yes or no? A. Yes.

1076

Mr. Dorr: I move to strike out the rest of it.

Q. Just, if you can, Mr. Sandford, we will get along faster where you can answer the question yes or no; confine yourself to that monosyllable.

Mr. Dorr: I have prepared a list of minutes of the American Atlantic Conference and of the Continental Conference which I desire to offer in evidence and I suggest that you examine those outside of the court room (addressing counsel for the defense). I have no doubt they are on control of agents, but they relate to some other matters beside that.

1077

Q. Mr. Sandford, have you any recollection with regard to the making of certain arrangements with certain passenger associations? A. Yes.

Q. Do you recall when the Conference Agreement was entered into about a conference with the passenger association and what passenger association that was, which one?

Mr. Beers: Objected to as irrelevant and not within the issues.

1078 *Lawson Sandford*

A. In the latter part of the nineties, about 1897, between the United States ports steamship lines and the Western Passenger Association of Railroads.

Q. Do you recall whether or not that agreement provided for the so-called commercial allowance by the railroads to the steamship lines? A. Yes.

Mr. Spooner: That agreement is in writing?

The Witness: Yes, sir.

Mr. Dorr: I haven't it; if you will produce it.

1079 Q. How long was that agreement acted on? A. The agreement has continued ever since. The agreement has run in the intervals without any deviation.

Q. And with what passenger association was that agreement?

Mr. Beers: I wish to note on the record an objection to any evidence with reference to any railroad passenger association, or any understanding or agreement between any such association and any steamship line or lines, or with reference to commercial allowances, upon the ground that such evidence is incompetent,

1080 irrelevant and immaterial, and not within the issues in this suit.

Mr. Dorr: Very well, it is understood that any such evidence is objected to on those grounds. But the government claims that such evidence is admissable on the question of monopoly, and as showing control of the whole railroad situation by the steamship companies.

A. The railroads in the Western Passenger Association territory.

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Q. What was the Western Passenger Association territory if you recall? A. In general the gateways are—

Q. I think perhaps we can prove all of that in a shorter way? A. St. Louis and west of the Missouri River. There is a map which shows all the passenger associations of America; I think I sent it to you.

Q. Is that the map to which you refer (handing witness map)? A. Yes, sir.

Mr. Dorr: I offer that in evidence.

Marked Petitioner's Exhibit No. 45.

1082

Q. Do you recall whether or not in December, 1909, there was an agreement entered into with regard to east and westbound traffic with the Central Passenger Association? A. Eastbound traffic?

Q. Is this that agreement of December 3rd, 1908? A. I supplied those papers to you; those are copies of the record.

Mr. Dorr: The so-called agreement of December 3rd, 1908, is offered in evidence as one exhibit.

Marked Petitioner's Exhibit No. 46.

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Q. I show you what purports to be a copy of a certain letter addressed to H. A. Eschenburg, and ask you if that is a copy of a letter sent by you as secretary of the conference? A. Yes, I supplied that to you some time ago.

Letter dated November 12th, 1908, offered in evidence by Mr. Dorr.

Marked Petitioner's Exhibit No. 47.

Q. Under subpoena? A. I am not sure whether it was under subpoena or not.

Q. Are the facts correctly stated in that letter? A. I will have to read it now; I think it is.

1084 *Lawson Sandford*

Q. Read it afterwards, and if there are any matters that you desire to correct let me know. Was this letter sent in pursuance of your duties as secretary to the conference? A. I could not tell you until I read it over.

Q. I show you what purports to be proceedings of a joint meeting between the railroad committee of the Steamship lines and the advisory committee of the claims division of the Western Passenger Association and other interested lines, held on February 25th, 1909, and ask you whether that is a copy of those proceedings? A. That is a record made by the railroad in
1085 the customary form.

Q. Can you answer my question? A. It is a copy by the railroad sent to me and I supplied it to your office.

Q. Can you answer the question, whether that is a copy of the proceedings mentioned? A. Yes.

Mr. Dorr: I offer it in evidence.
Marked Petitioner's Exhibit 48.

Q. Do you recall whether or not the provisions of these various agreements to which your attention has been called and which have been marked in evidence were actually executed?

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Mr. Beers: It is understood that my objection applies to all this testimony?
Mr. Dorr: Yes.

A. Yes.

Q. Was there from time to time collected by the steamship companies so-called commercial allowances from the railroads on east and westbound steerage traffic of the railroads? A. On vouchers.

Q. Will you explain the method by which claims for those allowances were made and collected? A. It was done by the railroad association individually with

1087

the transporting steamship lines; it was never done through the conference office, the clearing of orders and the settlement of the—

Q. It was not done through your office? A. No.

Q. That is, when the steamship company had arranged for the transportation of third-class passengers they would submit a voucher for that transportation with the railroad companies and receive the allowance? A. Are you speaking of east or westbound?

Q. I am speaking of both? A. The system might be different.

Q. Explain it if you are familiar with it? A. Westbound it is found necessary to either book all the passengers who are proceeding to interior destinations in the United States because upon their arrival— 1088

Q. Without comment on whether it is necessary or unnecessary, state what is done, if you can? A. Would you like to cross out what I started to say?

Mr. Dorr: I move to strike out that part as unresponsive.

A. On the arrival of the passengers due in the United States from the Canadian port he presents—

Mr. Spooner: You can go on and state it if you want to.

1089

Q. Go on and explain it. Perhaps if I ask questions it will be a little better—

Mr. Burlingham: Let him explain it himself.

Q. Just explain it, what is done by the steamship companies. When the steamship companies sell in this country a ticket for transportation of a steerage passenger who is located in Europe—the so-called prepaid —does it at the same time when the passenger is destined to an interior point make some provision for

1090 that transportation within the United States by the railroad? A. Yes.

Q. In what form does it make that arrangement with the person who purchases a prepaid ticket? A. The same as a ticket sold in Europe, a separate ocean contract and a separate rail order is issued and is handed to the passenger; that rail order which acknowledges the receipt of the fare from the seaboard to the final destination of the passenger is for just the amount of it to the emigrant or whoever else may be using it. Upon arrival at the United States—

1091 Q. If I may interrupt one minute: The amount paid by the passenger or person who purchases the prepaid or inland transportation is the published rate of the railroads from the point of arrival in this county to the point of destination in this country? A. Yes.

Q. And the purchaser on the Continent or in England pays the published rate of the steamship company for the Atlantic transportation, plus the published rate of the railroad company from port of arrival in this country to the point of destination in this country, is that it? A. Right.

Q. Now then, upon the arrival of a passenger— A. Whether in the first, second or third class, the possession of that railroad order insures the forward-

1092 ing to the proper destination by the joint action—

Q. Just a minute, Mr. Sandford; what does the holder of that ticket do in order to get railroad transportation; just describe it in that way? A. It is valid at any railroad ticket office in the world.

Q. When he presents it to a railroad office the railroad gives him a ticket in exchange to his destination? A. Or at Ellis Island in the case of third class passengers to this port.

Q. Do you know whether or not the name of the steamship company which has sold the trans-atlantic transportation is stamped on that order? A. It is an

official document of the steamship with the name of the steamship company printed on it. 1093

Q. Now, as to the eastbound, in what form does the steamship company arrange for or sell through transportation, or inland transportation? A. The issue of an ocean ticket by an agent in the interior of the United States for eastbound transportation, accompanied by a voucher coupon, verified by the railroad, provides for a system equivalent to westbound what might be termed through transportation, so that the passengers come through and they are known on the way as steamship passengers and the business is expedited by these operations. 1094

Q. Describe the machinery of it, without commenting, if you can refrain from it? A. As stated—

Q. If an eastbound steerage passenger goes to a steamship office he gets two papers, one a steamship ticket and the other what is in effect a railroad ticket? A. The passenger is supplied usually directly by some agent with an official railroad ticket to the seaboard, usually in conjunction with a steamship ticket of such a number and date.

Q. Is that railroad ticket which he receives an official railroad ticket of the railroad? A. Yes.

Q. Is there any stamp or other writing put upon that ticket to show that has been purchased in conjunction with the steamship passage? A. I think that it is provided that the passenger must show the ocean ticket whenever called for during the journey. 1095

Q. That is, it is a special form of ticket? A. It is usually separate class and mixed class emigrants rail ticket.

Q. Does it in any way designate the steamship line by which the passenger is ultimately to travel? A. I don't think so. That originates in the interior and they are not so familiar with it.

1096 Q. Now, the rate on eastbound which the railroad passenger pays is the published rate of the railroad from the interior point to the port of departure? A. Yes.

Q. Plus the published rate of the steamship company for the trans-atlantic voyage, is that right? A. Yes.

Q. By published rate of the steamship company I mean merely the rate which the company itself is advertising to carry passengers for on the steamship in question from the port of departure in question to the point of arrival? A. Yes.

1097 Q. In what way do the steamship companies receive the so-called commercial allowance which is paid to them by the railroads on this traffic? A. Westbound traffic?

Q. Take eastbound traffic if you will? A. The steamship company prepares a statement of the voucher coupons issued by their agents in the interior and validated by the railroad agent who issues the railroad ticket, submitting those to the proper group of railroads interested and having already deducted the commercial allowance portion which belongs to the booking agent and various general passenger agents, until it comes to the seaboard office, eventually receives the

1098 commercial allowance from the railroad companies to reimburse them for what they have already paid out. Westbound it is a trifle different. The orders of the steamship lines—

Q. Have the steamships paid anything to the railroad companies direct on this eastbound traffic? A. They receive it.

Q. I understood you to say to reimburse them for what they have paid out? A. The steamship company receives with the advice of each eastbound steamship ticket a voucher coupon for the rail ticket that has been issued to the traveller; the steamship agent re-

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mits remittances for the steamship sailing minus his ocean commission and also minus his rail commission.

Q. That is, a commission which the steamship company allows him on this commercial allowance which it receives? A. No, the steamship company allows deduction of two commissions, the inland commission and the ocean commission.

Q. The steamship company generally receives the voucher and presents it to the railroad company? A. You mean the steamship booking agent?

Q. The steamship booking agent receives a voucher and ultimately sends that voucher to the steamship company for which he is an agent, does he not? A. No, the steamship booking agent at the interior point completes the voucher coupon at the time of the issue of the ocean ticket, but that voucher coupon is not valid until it has been validated by the railroad agent who sells the railroad transportation in connection witl the ocean transportation of the special agent.

1100

Q. Now then, what is physically done with that coupon after it has been validated? A. It is forwarded with the advice of the rail passenger to the steamship company's general passenger agent in the territory affected or direct to the seaboard office less—

Q. What is done then with this voucher; it comes to the general passenger agent of the seaboard, or the general passenger agent of the steamship company in the particular territory to which the passenger was booked? A. It eventually reaches the seaboard as a matter of fact.

1101

Q. After it reaches the seaboard what is done with it physically by the steamship company? A. At frequent intervals each steamship company prepares an abstract to accompany the rail voucher coupons that they have accumulated, forwarding the abstract and the voucher to the proper group of railroads for veri-

1102 *Lawson Sandford*

fication and ultimate reimbursement of the commissions already paid out.

Mr. Dorr: I move to strike out the last part of the answer as not responsive.

Q. What I asked you is this; what is physically done with this voucher by the steamship company; where do they send it to? A. After making the collections of accounts they do not send each voucher separately to the railroad.

Q. After getting a considerable number of vouchers they send those to the proper railroad company? A.
1103 To the proper railroad group.

Q. After they are sent to the proper railroad group does that railroad group then send to the steamship company, or remit to the steamship company, the amount of the so-called commercial allowance for those vouchers? A. Yes, after verification.

Q. What happens then, briefly? A. It is very hard for me to tell—

Q. The steamship company on presentation of the vouchers in question receives the commercial allowance for that transportation covered by those vouchers from the group of railroad companies affected? A. Yes.

1104 Mr. Spooner: What is there for the railroad company to pay to the steamship company? Has the steamship company advanced some money for the railroad company?

The Witness: The steamship company has honored the deduction of the steamship booking agent for his proportion of the ocean commercial allowance and in due process of time is reimbursed by the railroad companies if they verify the correctness of the booking. If it is not verified and the voucher is thrown out the agent is told that he is not entitled to his commercial allowance.

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Q. The railroad companies on presentation of vouchers showing certain transportations fulfill their agreement to give the steamship companies a certain commercial allowance by paying that percentage or that allowance to the steamship companies, and the steamship companies are under no obligations whatever to the railroads under this agreement as to how they shall distribute that allowance, or whether they shall keep it all or give it all away? A. The basic foundation is to compensate.

Q. Is there any agreement between the railroad company and the steamship companies as to the disposition by the steamship companies of the so-called commercial allowance? A. The only definite understanding between the steamship lines and the railroad companies in respect to all of this business both east and westbound is that—

1106

Q. Are you testifying to something in that paper or something outside of the paper? A. I am testifying because this reminds me of the arrangement.

Q. Is it an arrangement defined in that paper? A. Yes.

Q. Then we will let the paper speak for itself? A. I am answering your question.

1107

Mr. Dorr: Then I withdraw the question.

Mr. Burlingham: I submit, Mr. Examiner, that the witness is entitled to finish his answer and that the interruptions of the District Attorney should not put an end to his answer.

The Examiner: I understand he has no power to take off what is already on the record?

Mr. Dorr: No. I have withdrawn my question, so that no further answer is necessary.

Mr. Burlingham: You can go on with your answer. Read the question and answer.

(Question and answer read.)

1108 *Matthew R. Malinowsky*

A. (Witness continuing the answer)—is that none of the commercial allowance shall be given directly or indirectly to the passengers.

Q. That is precisely what appears in this agreement? A. Well, you asked me—

Q. I asked you if there was anything different that does not appear in this agreement? A. No.

Recess taken until 2:00 o'clock P. M.

1109 Afternoon session.

MATTHEW R. MALINOWSKY, sworn on behalf of the petitioner testified as follows:

Direct-examination by Mr. Dorr:

Mr. Dorr: I offer in evidence letter under date of November 16th, 1909, from the Holland-Amerika Line, Rotterdam, to the New York office.

Mr. Beers: Objected to as incompetent and not binding—the same objection I made to the other letters of this line.

1110 Marked Petitioner's Exhibit 49.

Letter of the Holland-Amerika Line to the New York office under date of May 28th, 1907.

Mr. Beers: Objection renewed.

Marked Petitioner's Exhibit 50.

Original letter from the Holland-Amerika Line to the New York office, under date of July 6th, 1906.

Mr. Beers: Objection renewed.

Mr. Spooner: Objected to as relating to a time and situation ante-dating the alleged cause of action upon which the suit is based and being

1111

otherwise irrelevant and immaterial and incompetent.

Mr. Dorr: No objection is made as to the sufficiency of the proof as to the genuineness of the letters in question?

Mr. Spooner: No.

Marked Petitioner's Exhibit 51.

Q. Where do you live, Mr. Malinowsky? A. New Britain, Conn.

Q. Did you reside there in April, 1911? A. Yes, sir.

Q. And May, 1911? A. Yes, sir.

1112

Q. At that time were you an agent of the Uranium Steamship Company? A. Yes.

Q. As such, did you sell certain tickets during those months? A. I did.

Q. On the Uranium Steamship Company? A. Yes, sir.

Q. I show you what purports to be a certain ticket stub book and ask you whether or not that is a ticket book which was used by you and from which you issued tickets? A. Yes, that is.

Q. Can you state whether or not you issued tickets to the persons whose names are recorded under the heading "Name of Passenger," on the various stubs? A. Yes, I can.

1113

Q. Were those tickets paid for? A. They were.

Q. By the persons to whom you issued them? A. Yes.

Mr. Dorr: I offer that ticket stub book in evidence.

Mr. Spooner: What is the purpose of this?

Mr. Dorr: That is to show that the tickets were issued by the Uranium Steamship Company, that they were properly paid for, but the Government proposes to show that when sent

over as through passengers on the other side, the holders of them were informed by the agents of the defendant lines, or some of them, that the tickets were invalid, and the passengers were deterred from using these tickets and were subsequently sent back to this country. The object is to show unfair competition by the agents of the defendant lines in Europe by misleading the passengers, holders of *bona fide* tickets, that those tickets were worthless in an effort to secure a monopoly of the steerage trade by the defendant lines or some of them. It will not apply to all of the lines, but the evidence will indicate who it does apply to.

1115

Mr. Beecher: I object to this as immaterial and irrelevant and incompetent, and not affecting the issues here, transactions between parties not parties to this action.

Marked Petitioner's Exhibit 52.

Q. I show you a second, what purports to be a stub ticket book of the Uranium Line, and ask if that also was kept by you and tickets therefrom issued by you relating to that line? A. Yes.

1116

Mr. Dorr: I offer that in evidence.

Mr. Spooner: I make the same objection.

Mr. Beecher: I join in that objection.

Q. Were these records made by you? A. They were—by my clerk; the writing is not mine.

Q. It was kept under your supervision? A. Yes.

Mr. Dorr: Do you make an objection that the writing is not in the handwriting of this witness?

Mr. Bradley: We renew the previous objection; we will expressly state we do not make

1117

it on that ground; that it is not in the handwriting of this witness.

Marked Petitioner's Exhibit 53.

Q. After issuing these tickets and receiving the money therefor, did you ever see again the tickets which you had issued and delivered to the purchasers? A. Yes, I did.

Q. How long after? A. I couldn't state that exactly; I won't be sure how long it was afterwards.

Q. Within a month or so after? A. Oh, I would say it was two months afterward.

Q. Were there any of these tickets which you issued which were not returned to you? A. Only one. 1118

Q. Is that the last stub in Government's Exhibit 52? A. Yes, that is the last stub in Exhibit 52.

Q. That ticket did not come back? A. It did not; the party arrived on that ticket.

Q. When these tickets were presented to you what did you do with them? A. I sent them back to the company.

Q. What did the company do—the Uranium Company? A. The Uranium Company, they refunded the money for them.

Q. Did it refund it to the passengers? A. Yes, to the purchasers.

1119

Mr. Beecher: I take the same objection to all of this line of testimony as immaterial in reference to the contracts between these people.

Q. Did the Uranium line or its agents object that these tickets were not properly issued by you?

Mr. Beecher: I make the same objection.

A. They did not.

Q. Did the Uranium Company or their agents say that there was something the matter with these tickets

1120 or they were not properly issued by you? A. They did not.

Mr. Beecher: I make the same objection as immaterial and incompetent.

Q. Were these tickets that you issued in the regular form? A. Regular form, yes; there is something else I want to explain; I said I refunded the money in each case to the purchaser; it was not in each case that I refunded the money, in some cases I sent tickets to Europe on other lines and then the passengers came here.

1121 Q. Did you issue the ticket on another line? A. Yes, sir.

Q. In exchange for the earlier ticket? A. Yes.

Q. On what other lines did you issue the tickets? A. I issued it on the Holland-Amerika Line.

Q. Did the persons who returned these tickets make any statement to you as to why they were returning them?

Mr. Beecher: Objected to as immaterial, irrelevant and incompetent.

A. They did.

Q. Did they deliver any correspondence to you about

1122 it or show you any correspondence? A. Yes, a couple of letters they showed me.

Q. Have you got those letters? A. No, sir, I have not; I did not take them from them.

Q. You did not keep copies of them? A. I did not.

No cross-examination.

1123

SAMUEL JACOB BECKERMAN, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. Can you speak English? A. A little bit; I don't talk much.

Q. Where do you live? A. 48 Palisade Avenue, Yonkers.

Q. Do you recall whether or not in the summer of 1910 you purchased a prepaid ticket on the Northwest Transport Line from Rotterdam to New York? A. Yes.

1124

Q. Is this the ticket which you received (showing witness ticket)? A. Yes, sir.

Q. And the receipt which you received? A. Yes.

Mr. Dorr: I offer in evidence ticket and receipt.

Mr. Spooner: Objected to as incompetent, irrelevant and immaterial.

Marked Petitioner's Exhibits 54 and 55.

Q. What did you do with that ticket after you received it? A. I went to the old country and I came back.

Q. Did you pay money for these tickets? A. Yes, sir.

1125

Q. Where did you buy them? A. I bought them in the office in Broadway.

Q. The office of the Northwest Transport Company in New York? A. Yes, sir.

Q. After you bought this ticket on Broadway, what did you do with it? A. I went with the ticket to the office again and showed them the letter that my wife couldn't come on that ticket and he was to give me back my money.

1126 *Samuel Jacob Beckerman*

Mr. Beers: I ask that the answer be stricken out, and object to the question as irrelevant and immaterial and incompetent.

Q. Just one minute. After you bought this ticket did you send it to any one? A. I sent to my wife to return to Russia.

Q. Where was she? A. She was in Russia.

Q. You sent the ticket to her over there? A. Yes.

Q. She was coming over to this country? A. Yes.

Q. After that did you receive a letter from your wife? A. I received a letter what happened to my

1127 wife and —

Q. Is this the letter which you received? A. Yes, this is the letter I received.

Q. And in this envelope (handing envelope to witness)? A. Yes; this my wife was writing and this is the agents writing (indicating).

Mr. Dorr: The first part of the letter is in the hand writing of the wife and the other is the handwriting of a third person. I consent that the handwriting of the agent be stricken out. I will ask that these be marked for identification, the envelope and letter.

1128 Marked Petitioner's Exhibit 56, for identification.

Q. Was there anything enclosed in this envelope with this letter? A. The ticket.

Q. The ticket which you have already identified? A. Yes.

Q. What did you do with the ticket after you received it back from your wife? A. I went to the office and I gave the ticket back I showed him the letter my wife couldn't come on this ticket.

Mr. Beecher: You don't want what he told the agent, do you? None of this testimony is material or competent; it is all hearsay.

1129

Q. Did you show the agent the letter? A. I showed Mr. Forman the letter.

Q. What did he do after you showed him the letter? A. He read the letter and then gave me the money back.

Q. What did you do after that, Mr. Beckerman, about getting your wife over here? A. I had to buy a ticket on the Holland-Amerika Line.

Mr. Beecher: Objected to as immaterial, irrelevant and incompetent, and ask that the witnesses, statement that he had to buy a ticket, etc., be stricken out.

1130

Q. What did you do about procuring a passage to this country for your wife after that?

Mr. Beecher: Objected to as immaterial, irrelevant and incompetent.

A. I had to buy a ticket on the Holland-Amerika Line.

Q. You read the letter and after reading the letter you bought the ticket on the Holland-Amerika Line? A. Yes.

Q. Did you send that ticket abroad? A. No, I sent the ticket to Europe again.

Q. And then your wife arrived on the Holland-Amerika Line? A. Yes. 1131

No cross-examination.

DEBORAH BECKERMAN, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. In the summer of 1910, were you in Russia, Mrs. Beckerman? A. Yes.

1132 *Deborah Beckerman*

Q. While you were in Russia and before you returned to this country, did you receive this ticket, Government Exhibit 54? A. Yes, the only way I know I recognize my husband's signature.

Q. After you received this ticket what did you do?

Mr. Beecher: Objected to as incompetent, immaterial and irrelevant.

A. A party by the name of Woznianski took the ticket off me, and he asked me to see the ticket, and I showed it to him, and he said he would return it to me, and
1133 he kept me waiting there until six o'clock in the evening, and he didn't come and give it to me back and then he wanted me to sign some papers, and I signed some papers for him, and he wouldn't let me go away, and I had my children with me, so I couldn't wait any longer.

Q. Where were you when you received this ticket, what place in Russia? A. In the City of Schransk, in the State of Protz.

Q. Did you leave that city on a journey to Rotterdam in order to use this ticket on the Northwest Transport Line? A. No, they stopped me in a town by the name of Illowo.

Q. Is that on the German frontier? A. Yes.

1134 Q. When you got to Illowo did you have any conversation with Mr. Woznianski? A. Yes.

Q. What conversation did you have with Mr. Woznianski? A. He wanted me to show him my ticket, show him where I am going to.

Q. What conversation did you have; what did you say and what did he say?

Mr. Beecher: Objection renewed.

A. I told him I didn't have to show him my ticket as I was going to Soldau, the next city from Illowo.

Q. Did you expect to meet any one at Soldau? A.

1135

A cousin of my husband I expected to meet there; he was waiting there for me. I told Mr. Woznianski I didn't have to show him any ticket as I am going to meet my cousin at the next station and we both expect to go to America.

Q. What occurred after that? A. Well, he says, No, you have got to buy a ticket off of me, and he kept me in there and wouldn't let me out.

Q. Go ahead and tell your story? A. He kept me waiting there the whole day until a way in the evening, and I had my two little children with me, there was nothing to eat in the room, not even a drink of water, and he asked me to sign a paper that the ticket 1136
that I had must be sent back and I must buy a ticket off of him, and I didn't want to stay any longer keeping the children with me without a drink of water or without any eatables, so I signed the paper.

Q. Did you write a letter to your husband while at this station? A. Yes.

Q. Is this the letter (showing witness Government Exhibit 56, for identification)? A. Yes (indicating top part of letter).

Q. What language is that written in? A. Yiddish.

Q. When you sent this letter did it have the writing in the lower part of it? A. Yes, the secretary of Woznianski wrote it in my presence. 1137

Q. And after that did you mail the letter, or did you give it to some one there to mail? A. They only asked me for a stamp and they mailed the letter.

Q. Is that the envelope (showing witness envelope)? A. I am not positive, but I think it is. I can't remember all of that. I think because was Woznianski wrote that.

Mr. Dorr: I will offer the letter and envelope in evidence and I will offer a translation of it. She identified the upper part as written by her-

1138

self and the lower part as written by Mr. Woznianski in her presence.

Mr. Bullowa: The Russian East Asiatic Steamship Company objects to the receipt of the letter on the ground that it is not binding upon these defendants and on the further ground that it is immaterial and incompetent.

Mr. Beers: Objected to on behalf of the Cunard Company as not within the issues presented in the pleading, and incompetent, irrelevant and immaterial and not connected with or binding upon the defendants in any way.

1139

Mr. Spooner: Representing my clients I object to the admission of this paper as incompetent, irrelevant, not being within the issues, and upon the same ground I move to strike out the testimony which has been received upon the subject.

Q. After you signed that letter what did you do, Mrs. Beckerman? A. Then he told me I can go home.

Q. Where did you go? A. I went back to my home.

Q. Did you ultimately come to this country? A. Yes, when my husband sent me a ticket.

1140

Q. By what line did you come? A. By the New Amsterdam.

Q. The steamship New Amsterdam? A. Yes.

Mr. Dorr: Can you state whether or not this translation is correct (addressing the interpreter)?

The Interpreter: Yes, the first part is all right.

1141

CROSS-EXAMINATION by Mr. Beecher:

Q. Where did you first meet Mr. Woznianski? A. In his office.

Q. How did you happen to go to his office? A. I didn't go there; I got off the train and a gensdarm came up to me and told me to go to Woznianski.

Q. You had never seen him before? A. That is the first time I saw him.

Q. How did you know his name was Woznianski? A. When he came in he came up to me and spoke to me; then when he left me I asked who that man was and they told me that was Mr. Woznianski.

1142

Mr. Spooner: I renew my motion to strike out the testimony of the witness on the same ground as heretofore stated.

JACOB SHAPIRO, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. What is your occupation? A. Interpreter and translator.

1143

Q. Are you acquainted with the Yiddish language? A. I am.

Q. I ask you to translate Government Exhibit 56. A. (Reading.) "M. Woznianski, representative of the Norddeutscher Lloyd and Hamburg-Amerika Line, Bremen and Hamburg. Illowo," a City in Germany, then it says: "My dear husband. I am to an accident happened to fall in and I am compelled that I am to return this ticket. Please be quick and send me a second steamship ticket on the Rotterdam line. Then my baggage is waiting down there for me. Send it

1144 as quick as possible so that I should be able to go with the next steamer. Your wife what writes this letter with tears. Deborah Beckerman."

Q. Translate the rest of it? A. Then it is written in English "Samuel Beckerman: The steamship ticket which your wife has is not correct and she cannot go on this ticket. You should seek to buy a new one for her, another steamship ticket from the Holland-Amerika Line, Rotterdam, while the baggage is sent in Rotterdam—"

Q. Does it say while or because? A. Because would be proper. Because the baggage is sent to
1145 Rotterdam and is sent to her there. This steamship ticket we are returning to you.

EMANUEL M. BECKERMAN, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. What is your business? A. Interpreter, Municipal Court, City of New York.

Q. Were you formerly in the employ of the United States? A. I was.

Q. Where? A. Department of Commerce and
1146 Labor, stationed at Ellis Island, from July 4th, 1908, until December 31, 1910, when I resigned; I was interpreter.

Q. In the summer of 1910 were you in Europe? A. I was in the fall.

Q. On official business? A. My own business. In 1907 I was there on Government business.

Q. Did you visit Illowo on either or both of those trips? A. Yes, on both occasions.

Q. Did you ever meet Mr. Woznianski? A. I did.

Q. Where? A. At Illowo. It is a hamlet about two miles from Russia; it is in Prussia, Germany.

1147

Q. Were you at Soldau in the fall of 1910? A. Yes, on both occasions.

Q. Is this witness who testified before a relative of yours? A. Yes.

Q. Did you have any arrangement to meet her ir Soldau and come to this country? A. Yes, sir.

Q. Did she meet you there? A. She did not meet me when it was understood that she was to meet me; I waited there two days for her and she did not show up as she had promised and as it was arranged.

Q. Did you subsequently meet her and come to this country? A. About three months later.

1148

Q. What line did you come on? A. I met her at Hoboken at the pier of the Holland-Amerika Line Steamship Company.

Q. On her arrival here? A. On her arrival here, yes.

Q. When you were in Illowo did you have any conversation with Woznianski as to his business and occupation? A. I did.

Q. Did you have any conversation with Woznianski as to whether or not he was the agent of any steamship lines?

Mr. Beecher: I object to all this as hearsay and incompetent, irrelevant and immaterial.

1149

A. Yes, sir.

Q. Where did you see him in Illowo; where was he? A. I met Mr. Woznianski, I believe, the given name is Max Woznianski at the railroad station at Illowo; from there he invited me to his house, which is adjoining, an institution called Castle Kontroll-station; he told me he was the keeper of that station and as such he is—

Mr. Beecher: We don't want what he told you.

The Witness: He showed me—

1150 Q. What did he show you? A. He showed me the room in which a number of emigrants were awaiting remittances from their friends; as it were it seemed every one was short in funds, although they had their transportation tickets, and he told me he is keeping those emigrants until they received funds. In the adjoining room, which is the office of that station, there are large and very conspicuous signs stating that this is the agency of the North German Lloyd Steamship Company and of the Hamburg-Amerika Steamship Company.

1151 Q. Are you referring now to the first time you were over there or the second time? A. On both occasions, the first and second time.

Q. There were no change in the signs? A. No change in the surroundings or arrangements.

Q. Did you ever meet any one there—

Mr. Beecher: Move to strike out the answer of this witness just given as immaterial, irrelevant and incompetent and hearsay.

Mr. Dorr: I will consider so much of it as relates to conversations—oh, I think we will leave it to the Court to determine whether or not that is admissible.

1152 The Witness: I can state those signs are about six by eight feet.

Q. While you were there did you ascertain whether or not Mr. Woznianski had any person assisting him? A. Yes, sir.

Q. With the title of secretary or otherwise? A. Yes.

Q. What was his name, do you recall? A. David Alter.

Mr. Spooner: I move to strike out the testimony of the witness on the ground that it is

1153

not relevant to the issues made by the pleadings and incompetent in itself.

No cross-examination.

LEON KONCIEWIZ, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. Where do you live? A. New Britain, Conn.

Q. Mr. Konciewiz, on May 6th, 1911, did you buy a ticket over the Uranium Line from one Malinowsky, for John Konciewiz? A. Yes. 1154

Q. Do you understand English? A. Not all; I didn't understand it all.

Q. What did you do with those tickets? A. I sent them home for them to come here.

Q. Did you later receive those tickets? A. I did.

Q. Who sent them to you? A. The agent sent them to me.

Q. What agent? A. In Russia, I don't know him.

Mr. Spooner: What part of Russia?

The Witness: Prostken.

Q. Did you afterwards buy a new ticket for these people? A. Yes. 1155

Q. On what line did you buy these new tickets? A. The Holland-Amerika.

Q. On what line were the old tickets? A. I don't know.

No cross-examination.

Mr. Spooner: I move to strike out the testimony of the witness on the same ground as set forth in connection with the last testimony.

1156 *John Konciewiz*

JOHN KONCIEWIZ, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Q. Do you speak English? A. No.

Q. Did you receive a check from Leon Konciewiz over the Uranium Line—did you receive a ticket to the United States? A. I did.

Q. On what line was that, the first ticket? A. I don't know the name.

Q. What happened to the first ticket? A. When I came to Prostken a party there in the office told me
1157 that the ticket is no good and he sent it back.

Q. Did you get another ticket? A. Yes.

Q. Do you know on what line that was? A. I do not.

Q. On what steamer did you come over? A. I don't know.

CROSS-EXAMINATION by Mr. Spooner:

Q. What port in Europe did the person having this ticket send it to from this country? A. In my own town.

Mr. Guiler: Where did you sail from?

1158 The Witness: I forget the name of the place where I sailed from.

Q. Who sent the ticket to you? A. My brother.

Q. Where does he live? A. In America.

Q. Whereabouts in America? A. New Britain, Conn.

Q. What is his name? A. Leon Konciewiz.

Q. Is that the last witness? A. Yes, sir.

Q. Do you know by what line the ticket was issued? A. I don't know.

Q. Do you know who the ticket was bought for, was it bought for you? A. There was one ticket for two, my sister and myself.

1159

Q. Who were to use the tickets? A. My sister and myself.

Q. Did you use the last tickets? A. Yes.

Q. Where did you sail from to come to the United States on those tickets? A. I forget the name.

Q. What ship did you come over on? A. I don remember.

Mr. Spooner: I move to strike out the testimony of this witness upon the same grounds.

1160

VERONICA KONCIEWIZ, sworn on behalf of the petitioner testified as follows:

Direct-examination by Mr. Guiler:

Q. Where do you live? A. 22 Silver Street.

Q. Where? A. New Britain, Conn.

Q. Where did you live before that? A. In Broad Street.

Q. I mean in Europe, in Russia? A. Wisaky Mast Gubernia Suffolk.

Q. Did you receive a ticket from Leon Konciewiz to come over to this country? A. Yes.

Q. What happened to that ticket? A. When we came to Prostken they wouldn't let us go on the boat. 1161

Q. What did you do with the ticket? A. Sent it back to the brother.

Q. Who sent it back? A. I did it.

Q. Did you get another ticket later on? A. Yes, sir.

Q. Over what line? A. Rotterdam, but I don't know the name.

Q. Do you know the name of the ship you came over on? A. I do not.

Q. When did you arrive in the United States? A. About a year ago.

1162 Q. When did you stop at Prostken? A. About April.

Q. April what? A. Last year.

Mr. Spooner: I move to strike out the testimony of this witness on the same grounds.

HELENA WLADARSKY, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

1163 Q. Where do you live? A. Elm Street, Trenton.

Q. Did you buy the ticket which I show you here? A. Yes.

Q. Over the Uranium Line? A. Rotterdam.

Q. You bought for your sister, was it? A. Yes, sir.

Q. Did you send it over to your sister? A. Yes, sir.

Q. Did you subsequently receive the ticket back from your sister? A. Yes, sir.

Q. With a letter? A. Yes.

Q. Have you got the letter? A. I have not; I only had a telegram that she sent to me when she
1164 came.

Q. Is this the telegram which you received (showing witness paper)? A. Yes, sir.

Mr. Guiler: I offer in evidence the ticket and the telegram.

Mr. Beers: Objected to as incompetent and irrelevant.

Marked Petitioner's Exhibit 57.

Q. I show you Exhibit 57 marked for identification and ask you whether this writing in red and the stamp were on that ticket when you sent it over? A. No, it was not.

1165

Q. Was it on when it came back to you? A. Yes.

Q. Was this mark on it when you received it or when it came back? A. The mark in red and stamp only when it came back it had that on.

Q. Did your sister come over to this country? A. No.

CROSS-EXAMINATION by Mr. Spooner:

Q. By what line did you buy the ticket you sent over in the first place? A. In Rotterdam; I don't know the name of the line.

1166

Mr. Spooner: I move to strike out the testimony of this witness on the same grounds.

ANTON YONUSKA, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Q. Did you buy a ticket for Agata Gutanchute? A. I bought a ticket from Malinowsky.

Q. Where was Agata Gutanchute at that time? A. In the old country.

1167

Q. What part of the old country? A. Wispchy Suffolk.

Q. In Russia? A. Yes.

Q. Did you send that ticket over to Agata? A. Yes.

Q. Was that ticket subsequently returned to you? A. Yes, with a letter.

Q. What did you do with the ticket? A. I went to Malinowsky and gave it to him.

Q. Did you get your money back? A. Yes, but not all of it.

1168 *Agata Gutanchute*

Q. Did you get another ticket? A. I did not receive another ticket.

Q. Did you subsequently buy another ticket and send it to her? A. Malinowsky said he would send it, but I had to pay him to boot, but I don't know how that happened.

Q. You had to pay him an additional amount, is that what you mean? A. Yes.

Q. Over what line did you buy the next ticket? A. I didn't have to buy another ticket but I had to pay some more money to get a ticket.

1169 Q. How much more money did you pay? A. $13 more.

Q. On what line was that ticket, that last ticket? A. On the same line. If it is the same I don't know, I wasn't there.

Q. You bought the ticket from the same man? A. Yes.

Q. But you don't know over what line that was? A. I don't know whether it was the same or another one, but I know I had to pay more money.

1170 AGATA GUTANCHUTE, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Q. Where did you live before you came to the United States?

The Interpreter: She is a Lithuanian, and I do not speak Lithuanian.

The witness Malinowsky, upon consent of counsel acted as interpreter.

Q. Where did you live, in Russia? A. Yes.

Q. Did you receive a ticket from Anton Yanouski to come to the United States? A. Yes.

1171

Q. What happened to that ticket? A. When I got to the frontier station at Eydtkuhnen they told me I had to go back.

Q. What did they do with the ticket? A. When the other passengers there were buying tickets I showed my ticket and the man put a pencil mark over it and said it wasn't any good.

Q. Where were you at that time? A. At Eydtkuhnen at the agent's office.

Q. Did you subsequently receive another ticket from Anton Yanouski? A. No, I did not.

Q. How did you come over here? A. I came here with my own money. 1172

Q. Over what line did you come?

Mr. Spooner: Objected to as irrelevant and immaterial.

A. On the Hamburg Line.

Q. Did you buy a ticket at that station there? A. I did.

Q. From the agent who was there?

Mr. Spooner: Same objection and further that the question calls for a conclusion.

A. Yes.

Q. What did you do with the old ticket? A. I sent it back. 1173

Q. Back to Anton? A. Back to Anton. I was told the other ticket which I had received in the first place was not any good and that I could not travel on it.

CROSS-EXAMINATION by Mr. Beecher:

Q. You don't know who it was told you that? A. The agent in charge.

Q. You don't know who the agent was? A. I don't know who he was.

1174 *Frank Yuska*

Q. You don't know anything about him? A. No, sir; I do not.

By Mr. Guiler:

Q. Was it the man who sold the Hamburg-Amerika ticket to you? A. I wouldn't say positively whether it was the same man or not.

Mr. Spooner: I make the same motion and upon the same grounds to strike out the testimony of this witness.

1175

FRANK YUSKA, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Through an interpreter.

Q. Where do you live? A. New Britain, Conn.

Q. Did you buy a ticket for Mariona Yuska? A. Yes.

Q. Where did you buy that ticket? A. I bought it from Malinowsky.

Q. On what line? A. On the Rotterdam Line,
1176 direct from Rotterdam to New Britain.

Q. Where was Mariona at that time? A. In Russia.

Q. Did you send that ticket to Mariona? A. Yes.

Q. Did you get the ticket back later on? A. She returned it to me later on.

Q. What did you do with the ticket then? A. I went back to the agent (meaning the interpreter Malinowsky) and I sent another ticket and the other ticket was sent by cable and I had to add some money in addition to send it by cable.

1177

Q. How much money? A. $11.75 I paid in all.

Q. On what line was the second ticket? A. I couldn't say; it was also on the Rotterdam Line, but I couldn't tell you, I don't know, I am not familiar with the names of lines.

Q. Can you tell the name of the boat? A. No, sir; of course, it was not me to travel, it was my wife and I don't know the name of the boat.

MARIONA YUSKA, sworn on behalf of the petitioner, testified as follows, through an interpreter: 1178

Direct-examination by Mr. Guiler:

Q. Did you live in Russia before you came to this country? A. I did.

Q. Did you receive a ticket from Frank Yuska to bring you to this country? A. Yes, sir.

Q. What happened to that ticket? A. First I received from my husband here in this country a yellow slip of paper and he said in his letter that from Tilsit I would receive other papers which I finally did receive, and when I showed these papers which were received by me from Tilsit to an agent in Russia he told me they were no good and I could not travel on 1179 that ticket.

Q. Well, where was that; at what place? A. In this little place called Trieskus in Russia.

Q. Did you go to a place called Bjoren? A. No, sir; I did not.

Q. What did you do after that? A. Then I remained in Germany waiting for another ticket.

Q. Did you finally get another ticket? A. Yes, I did.

Q. Over what line?

1180 *Francisco Kwesclis*

Mr. Spooner: Objected to as irrelevant and incompetent.

A. I got a ticket which took me through Germany from Tilsit to Rotterdam and from Rotterdam I came to New York here and from New York to New Britain.

Q. Over what steamship line? A. I don't know what the steamship line is called.

Q. What was the name of the ship? A. I don't know.

Q. When did you arrive in this country? A. I ar-
1181 rived here on the 5th of July last year.

Q. Where is that place where you stayed? A. The place is called Katecce, in German, the place where I waited.

Q. Is that the place where they told you the ticket was no good? A. It is at Tilsit I was told that the ticket was no good.

Q. Were there many other passengers there at Tilsit? A. There was a lot of passengers.

Mr. Spooner: I make the same motion to strike out and on the same ground as heretofore stated with reference to the other witness.

1182

FRANCISCO KWESCLIS, sworn on behalf of the petitioner, testified as follows through an interpreter:

Direct-examination by Mr. Guiler:

Q. Did you buy a ticket for Kazimero Kwesclis? A. Yes.

Q. Did you come here from Russia to the United States? A. Yes.

Q. Did you send a ticket to her? A. I did.

1183

Q. Was it finally returned to you? A. Yes.

Q. What did you do with the ticket? A. The ticket did not come back.

Q. From whom did you buy the ticket? A. Malinowsky.

Q. How long have you been in this country? A. Three going on four years.

Q. Did you ever receive that ticket again? A. Yes, I got the first one.

Q. Who gave it to you? A. My brother sent it back to me.

Q. What did you do with it then? A. I went to Malinowsky and asked him what to do with it.

1184

Q. What did he do? A. Malinowsky said I don't see why other people come here and that your brother can't come here.

Q. What happened to the ticket; did you get your money back? A. He told me to buy another one and I paid five dollars additional.

Q. On what line was the other ticket?

Mr. Spooner: Objected to on the same ground.

A. Holland-Amerika Line.

Q. Is that the receipt for the ticket (showing witness paper)? A. Yes, sir.

1185

Q. For the second ticket? A. Yes, sir.

Q. Did you see Malinowsky sign his name to that receipt? A. I did.

Mr. Guiler: I offer that receipt in evidence.

Mr. Spooner: I object to its admission upon the ground that it is irrelevant, incompetent and immaterial.

Marked Petitioner's Exhibit 58.

Q. Did Kazimero come over to this country on that ticket? A. Yes, sir.

1186

CROSS-EXAMINATION by Mr. Spooner:

Q. Is that the same line the other ticket was on? A. No, not the same.

Q. What line was the one on that you brought in the first place? A. I don't remember now.

Q. How can you tell then whether it was the same one? A. I know when I sent the first one the writing was not the same as that.

Mr. Spooner: I make the same motion to strike out the testimony of this witness on the grounds as heretofore stated.

1187

KAZIMERO KWESCLIS, sworn on behalf of the petitioner, testified as follows, through an interpreter:

Direct-examination by Mr. Guiler:

Q. Where do you live? A. New Britain, Conn.

Q. Where did you live before you came to the United States? A. In Russia.

Q. Did you receive a ticket from Frank Kwesclis to bring you over to this country? A. I did, yes.

1188

Q. Where did you go with that ticket? A. I came to Tilsit.

Q. What happened to the ticket there? A. The agent took the ticket from me and about three hours later my name was called out and I went to the agent and he told me the ticket that he had taken from me was not any good.

Q. What did you then do? A. Then I sent this ticket back to them that same day.

Q. Back to whom? A. Frank Kwesclis, the man that sent it to me.

Q. You sent it back to him? A. Yes.

1189

Q. Were there many other passengers there at the same time? A. There was a lot of passengers there.

Q. All in one large building? A. Yes, we were all in one building.

Q. How did you finally come to the United States? A. I afterwards received another ticket and on that ticket I came to this country.

Q. Over what line was that ticket? A. On the Rotterdam Line.

Q. Do you know the name of the ship on which you came over? A. That I could not tell you.

1190

CROSS-EXAMINATION by Mr. Spooner:

Q. What is the name of the man who sent you that ticket? A. Frank Kwesclis.

Q. Where is he now? A. He is over there (pointing to back of room).

Q. Do you know where he bought the ticket that he sent over to you? A. He bought it from Malinowsky.

Mr. Spooner: I make the same motion to strike out the testimony of this witness upon the grounds already stated.

1191

PETER PAPLAWSKI, sworn on behalf of the petitioner, testified as follows, through an interpreter:

Direct-examination by Mr. Guiler:

Q. Did you buy a ticket for your wife—what is her name? A. Pablina.

Q. To come from Russia to the United States? A. Yes.

Q. Who did you buy the ticket from? A. Mike Malinowsky.

1192

Q. Over what line was that ticket bought, what steamship line? A. Rotterdam.

Q. How long ago was that ticket bought? A. Some year sometime.

Q. Did you send that ticket over to your wife? A. I did.

Q. Did you receive that ticket again from her? A. I did.

Q. What did you do with the ticket? A. I went to Mike Malinowsky and paid the difference of $10 and got other tickets.

Q. Over what line were the other tickets?

1193

Mr. Spooner: Objected to upon the grounds already stated.

A. The Rotterdam Line.

Q. Do you know the name of the boat on which you came over? A. I do not.

Q. Was it the same kind of a ticket—the second ticket—as the first?

Mr. Spooner: Same objection.

A. No, sir; it was a different company.

Q. Did you buy it from the same man? A. Yes, Mike Malinowsky.

1194

Mr. Spooner: I move to strike out the testimony of this witness upon the grounds heretofore stated.

PABLINA PAPLAWSKI, sworn on behalf of the petitioner, testified as follows through an interpreter:

Direct-examination by Mr. Guiler:

Q. When did you come to this country from Russia, how long ago? A. Ten months ago.

Q. Where did you live before you came to this country? A. In Europe. 1195

Q. In what part of Europe, Russia? A. Russia; I lived in a little village, it did not have any name.

Q. Did you receive a ticket from Peter Paplawski to come over to this country? A. Yes, I did.

Q. To what place did you go with the tickets? A. Came to America.

Q. Where did you go after you left this town that had no name? A. Do you mean the first time?

Q. Yes. A. I don't remember the name of the city.

Q. What was done with the ticket? A. I sent back the first ticket. 1196

Q. Who sent it back? A. The person who was to come to America with me he helped me out.

Q. And sent the ticket back? A. Yes, sent it back to my husband.

Q. Why did you send it back?

Mr. Spooner: I object to that as immaterial and irrelevant.

A. They wouldn't let me ride on that ticket.

Q. Why did you send the ticket back? A. They wouldn't let me ride on the ticket.

Q. Where was you told that the ticket was no good? 1197
A. I don't know where it was, because I wasn't there myself with the ticket, only the party that was with me took the ticket and went and came back and said that the ticket was no good.

Q. What was his name? A. Simon Kowicz.

Q. Where is he now? A. He is here in the United States somewhere, in Pennsylvania, but I don't know where.

Q. Did he have a ticket of the same kind you had? A. Yes.

1198 Q. Was the place you stopped off at Sczena? A. In Prostken.

Q. That is where the ticket was sent back from? A. I did not go to Prostken at all, only that other party that was to come with me, he took the ticket and went to Prostken and then he came back and said the tickets were no good.

Mr. Beecher: I move to strike it out—the story told by this other party.

Q. Then did Simon come over with you to the United States? A. Yes.

1199 Q. On what ship did you come over? A. I don't know.

Q. When was that that you came over? A. Ten months ago.

Q. Did you get another ticket to come over on? A. Yes.

Q. Was it the same kind of a ticket as the other one that you had? A. I don't remember.

CROSS-EXAMINATION by Mr. Spooner:

Q. It was your husband who sent you the ticket, was it not? A. Yes, my husband.

1200 Q. He was here in America? A. Yes, sir.

Q. Where was he living in America? A. New Britain.

Q. Do you live there still? A. Yes, sir.

Mr. Spooner: I make the same motion to strike out the testimony of this witness on the ground as heretofore stated.

Hearing adjourned to Thursday, June 20th, 1912 at 10:00 o'clock A. M.

UNITED STATES DISTRICT COURT, 1201

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others, Defendants.	Before Charles Elliott Pickett, Esq., Examiner.

1202

New York, June 20th, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq.; for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq.; for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq.; for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq.; 1203
for The Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for The Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., personally and Walter Rogers Deuel, Esq.; for Russian East Asiatic Company, *et al.*

1204

LAWSON SANDFORD, recalled:

Direct-examination continued by Mr. Dorr:

Q. Mr. Sandford, I haven't your testimony of yesterday written out yet, so I may have to go over some of the same ground. As I recall it I was asking you about the eastbound traffic and the arrangement by which the commercial allowance was paid to the Steamship Lines by the railroads, and the actual way in which that allowance reached the Steamship Companies. As I recall your testimony it was—and correct me if I am wrong—that in regard to the east-

1205 bound business the agent who sold the steamship ticket also sold a railroad ticket to the intending eastbound passenger, and that that ticket was validated by the railroad company, that the passenger paid to the agent who sold these tickets the full published rate of the railroad lines from the inland point to the port of departure, and also the regularly advertised rate of the steamship company from the Atlantic port of departure to the port in Europe or Great Britain; do you follow that? A. Yes. I think you have done very well, indeed, Mr. Dorr, to grasp it as much as you have. In essence you are right, but actually the system of the eastbound booking does not end at the European

1206 port of destination, because for the same reason which has actuated the carriers in—

Q. Just leave out the reasons and state what is done, if you will—is my statement of your testimony correct so far as it goes, that is, the port of arrival at Europe or the point in Great Britain? A. Not absolutely so.

Q. In what respect is it incorrect? A. The passenger, many times a third-class passenger, is either booked from the point of origin in America to his final destination wherever it may be across the sea—

Q. If I may interrupt you, in that event does he pay to the agent at the inland point in this country not only the published rate of the railroad from the inland point to the port of departure and the advertised rate of the steamship from the Atlantic port to the port of arrival on the other side, but also a sum covering inland transportation on the other side?

Mr. Beers: In order to save time I will simply note in the record the objection which I took when Mr. Sandford was last being questioned about these matters. I object to all evidence relating to railroad or passenger associations or commercial allowances as immaterial and irrelevant and not within the issues. 1208

A. Yes. It is necessary to—

Q. Was there anything else that I left out in my description of your testimony? A. I don't think you have fully grasped the method of the booking—

Q. State that again as briefly as you can? A. Because it is not invariably that the steamship agent in the interior for an eastbound booking receives the American inland fare.

Q. That is what I want to get at? A. He may himself, or with the passenger, go to the railway station where the railroad ticket is purchased; sometimes 1209 agents of steamship lines are also agents of railroad companies; there is no hard and fast definite statement that can be made in respect to the operation in each individual case.

Q. In the territory covered by the Southern Pacific Railroad it is true, is it not, that the steamship agents are very frequently also the railroad agents of the Southern Pacific Railroad? A. Very often are agents of the Atchison, Topeka & Santa Fe.

Q. Or of the particular line? A. Yes.

1210 Q. And then the territory covered by the other associations, is that also more or less true? A. It depends largely upon the amount of steamship business originating in a particular town or district, whether it is practicable to find men who can be purely railroad agents or purely steamship agents.

Q. That is, the two offices are combined, the same man is the railroad agent and also the steamship agent? A. Frequently a man who is a steamship agent will become a railroad agent or *vice versa*.

Q. The only cases then in which the inland railroad fare is not paid over to the agent who arranges for
1211 the eastbound transportation is where a traveller goes to the ticket office of the railroad himself and pays money to the railroad, is that the only case? A. In the majority of cases I should think that the passenger pays the railroad fare to the railroad agent at the point of origin.

Q. Instead of to the steamship agent? A. You see that is business originating in the interior and I am not really sufficiently posted to describe what is an invariable rule; I am not sure there is one.

Q. I am not asking you to testify to an invariable rule; but simply the usual course of business as you have become familiar with it in the years in which you
1212 acted in the capacity you have testified to? A. The only difference I take it between the east and westbound through business is that in the westbound the steamship agent, either in Europe or in America, invariably receives all of the money for the transportation, whereas in America for the eastbound business he may not receive it.

Q. Now, on prepaid westbound business, then, and on cash westbound business, that is the westbound business in which the payments are made in Europe, the passenger pays a sum which covers the inland transportation on the continent or in Great Britain, the

advertised steamship rates from the port of departure in Great Britain or the continent and the published railroad rates from New York or other port of arrivals to the inland point of destination? A. That is right.

Q. Is it also true that at these conferences between representatives of the rail lines and the representatives of the ship lines that it was stated by the representatives of the ship lines that they would so control the routing of the eastbound traffic as the representatives of the rail lines should direct?

Mr. Spooner: Isn't that all embodied in some writing or minutes, arrangements made between the railway companies and the steamship lines? 12|4

The Witness: Yes, sir.

Mr. Spooner: Objected to as incompetent.

Mr. Dorr: He is certainly competent to testify as to what was said at a conference, even though it is what was stated orally.

Mr. Spooner: It is not shown whether Mr. Sandford was present.

Mr. Dorr: I will develop that further if we find out there was such a conversation.

Mr. Spooner: I think you had better develop that first.

Mr. Dorr: I stand on my question. 12|5

Mr. Spooner: I object to the question.

Mr. Beers: I also object, and on the further ground that it is not within the issues in this suit.

Q. Answer the question and also tell what was done; you have already testified to what took place between the representatives of the rail lines and representatives of the ship lines at meetings at which you have already testified you were present, what was said at these conferences by the representatives of the ship lines, that they would control the routing of the east-

1216 bound traffic as directed by the representatives of the rail lines? A. I think I must have been present at practically all of the meetings between the steamship lines, but the question is an omnibus one; the relations between the steamship lines are not with all the railroads of the United States as a whole; they have to do with different groupings of the railroads.

Q. I will separate my question then; first in regard to the Western Passenger Association and the Southern Pacific? A. The steamship lines said in essence—

1217 Mr. Beers: Objected to as incompetent.

A. (Continuing.) The steamship lines said in essence that they would route the eastbound business and do it in an improved manner over the previous unsatisfactory methods which had existed for many years.

Q. Did they say that they would route it in the way which should be directed by the rail lines? A. They would undertake to do so; but they did not succeed.

Q. They did not succeed? A. No, they made no effort to route passengers by any specific route at the beginning of the relations between the western roads and the steamship lines.

1218 Q. Did they receive instructions from the western roads as to the desires of the western rail lines as to the routing of this eastbound traffic? A. Yes.

Q. Did they endeavor to comply with it? A. It can hardly be said that they did.

Q. They did not endeavor to? A. They did not.

Q. Did they have an arrangement with the western roads by which they were to receive a commercial allowance from this eastbound traffic? A. Yes.

Q. What was the rate of that allowance?

Mr. Spooner: What was the theory of it?

Mr. Dorr: I have not asked that.

Q. What was the rate of that compensation or that allowance? A. It varied geographically.

Q. I am asking you now about the Western Association and the Southern Pacific? A. It varied geographically from the Missouri River gateways to Chicago ten per cent, maximum seventy-five cents, or a value of seventy-five cents.

Q. That covered simply the transportation in the territory of the Western Passenger Association and did not cover any allowance which the ship lines might receive for transportation which occurred in the central passenger territory or the Trunk Line territory? 1220
A. That was supplementary.

Q. That was supplemental to their commercial allowance which they might receive? A. Yes, and for business originating further west seventy-five cents was the maximum.

Q. Seventy-five per cent was the maximum? A. I beg pardon, seventy-five cents, without the percentage, from the point of origin to the Missouri River gateways. The basis for business originating in Canada is substantially about the same.

Q. Do you recall when this—

Mr. Spooner: Can't we make some arrangement under which there shall be a stipu- 1221
lation that this evidence was taken under a general objection?

Mr. Dorr: Certainly.

Mr. Spooner: And it should be the privilege of either or all to object to it except as to the form of questions?

Mr. Dorr: Except as to the form of questions. I will have no objection where the witness is within reach so he may be called in the event that the explanation goes to a matter which can be cured by recalling him, but as to witness such as we had yesterday morning I

1222

think that we should have the grounds of the objection at the time.

Mr. Wise: Put it this way: That a general objection is now reserved to every question asked of this witness with the privilege to the defendants or any of them to supplement that objection by specification at any time before the case is submitted to the Court, such specification not to be allowed where they would relate to the form of the question and that objection be noted in the proper place in the record when made.

1223

Q. When did this arrangement for the particular rate allowance which you have mentioned—for the territory which you have mentioned—go into effect? A. In the autumn of 1909.

Q. And how long did it remain in effect? A. It has been running ever since.

Q. It went into effect in the autumn of 1909 and has been in effect ever since? A. Yes.

Mr. Burlingham: Was it reduced to writing?

The Witness: Yes, in a general way; the necessary things were reduced to writing.

Q. Did the conferences of which you were secretary have a copy of that agreement, if there was an

1224

agreement reduced to writing? A. Had a full set of all the papers.

Q. And those papers were left with whom? A. With the managing committee.

Q. I show what purports to be minutes or proceedings of the meeting of the Trans-atlantic Passenger conferences with the advisory committee emigrant bureau of the Western Passenger Association, held on November 10th and 11th, 1909, at the rooms of the Trans-atlantic Passenger Conferences, New York, and ask you whether that is a copy of proceedings held on

1225

those dates? A. The typing of the—these are undoubtedly the record.

Q. At that time? A. Yes.

Mr. Dorr: I will offer this in evidence subject to any corrections which may subsequently be made in that, if there are any. As far as I know it is a perfectly accurate record.

The Witness: I see it is headed "Tentative Minutes," not official. I don't know that handwriting.

Mr. Dorr We will not offer that part.

1226

The Witness: That looks like Mr. Burnett's handwriting.

Mr. Dorr: I offer in evidence merely the typewritten part.

Mr. Beers: I object to the admission of this paper on the grounds already stated—it is incompetent, irrelevant and immaterial and not within the issues.

Marked Petitioner's Exhibit No. 59.

Q. I also show you, Mr. Sandford, a typewritten document entitled "Appendix A" and show you with it the addendum and certain other appendices, and ask you what that document is? A. It is the Western 1227
Passenger Association form of a department, and it seems to refer to the westbound arrangement; it is the westbound arrangement.

Q. Is that one of the agreements you have referred to or a copy of it? A. That is a copy of the westbound, yes; it is stated to be westbound.

Mr. Dorr: I offer this in evidence.

Mr. Beers: Same objection.

Marked Petitioner's Exhibit No. 60.

Mr. Beers: The same stipulation as to objections to questions as I understand relates to

1228 the objections to the admission of documents tendered for the identification of this witness?

Mr. Dorr: Yes. I wish any objections as to the sufficiency of identification of the documents will be made at this time, the authenticity, or I will consent that any documents which are admitted in evidence shall be admitted subject to correction if it should later appear that there are any errors in them.

Mr. Spooner: The witness testified that this is a form something like it.

1229 The Witness: I think it is a copy of the westbound arrangement.

Mr. Burlingham: That is an agreement containing amendments up to January 26th, 1905.

Q. Before we leave the subject of the eastbound traffic, while this arrangement was in effect did the steamship lines receive the specified commercial allowance from the rail lines? A. Eastbound, westbound?

Q. I am talking merely about the eastbound now? A. I think that all the commissions have been paid.

Q. And the method of payment to the steamship
1230 lines was, as I recall your testimony of yesterday, that the ship lines, or their agents, submitted to the rail lines, vouchers or documents in some form which showed the transportation over the rail line of eastbound passengers who had been booked by the agents of the ship line? A. It would be wise to put in evidence the form of voucher coupon which will explain it.

Q. You will have to let counsel attend to the wisdom of putting in any particular documents and any particular matter, if you will? A. The voucher coupons as I explained yesterday—

Q. But you haven't got these, have you? A. No, I have no papers now.

Q. Then we cannot get it from you. I am asking you whether that in substance was the method that was used? A. Yes, on a regular form of voucher coupon showing the character of the steamship transportation issued to the passenger or passengers and below the form of railroad transportation sold to the same people, duly validated by the issuing railroad agent.

Q. Do you recall whether or not a minute was adopted by the American Atlantic Conference here 1232
in New York as to what part of this commercial allowance might be allowed or might be paid by the steamship lines to their booking agent and to their general agent; do you recall whether or not that matter was taken up in the conference? A. Yes.

Q. I show you what purports to be minute number 184 of the meeting of the American Atlantic Conference of November 9th, 1909, and ask you whether that is the minute to which you refer? A. That minute relates to the east and westbound rail commercial allowance and—

Q. Is that the minute to which you referred? A. Yes.

Q. Does that refer exclusively to eastbound or also 1233
to other westbound traffic? A. It represents east and westbound, but it did not become operative.

Q. That is what I was going to ask you; was this minute put in effect? A. No.

Q. It never was put into effect? A. Well the—

Q. Was it ever acted upon? A. No.

Mr. Dorr: I will offer in evidence minute number 184 dated November 9th, 1909, of the American Atlantic Conference, being one of the minutes which has been heretofore identi-

fied by Mr. Sandford as the minutes of the Atlantic Conference.

The Witness: The minutes of that meeting were not confirmed.

Mr. Dorr: I offer it so that a subsequent examination may be intelligible. The whole exhibit is marked Exhibit 25 for identification; I will offer in evidence minute No. 184 appearing in Exhibit No. 25 for identification and ask that it be marked Exhibit No. 61 in evidence and copied into the record by the stenographer.

1235 Mr. Beers: I object to its admission upon the ground that it is irrelevant and not within the issues and incompetent.

Minute marked Petitioner's Exhibit No. 61.

Q. Now, Mr. Sandford, this arrangement you say never actually went into effect for eastbound traffic? A. That minute was not confirmed; why I cannot now recall.

Q. Confirmed by whom? A. It was the custom to make up a set of proceedings and before they were declared operative those who were interested in them were given an opportunity to say whether or not they cared for that particular record.

1236 Q. It appears in this particular minute, does it not, that it shall be referred at once to Europe with the request that it be made a by-law of any arrangement in Europe, is that what you refer to? A. No, the whole document.

Q. In this particular minute? A. I mean the entire minutes.

Q. It shall at once be referred to Europe with the request that it be made a by-law of any arrangement in Europe, and as the result of correspondence with Europe you found it had not been carried out by ar-

rangement in Europe? A. I did not take it up at all. I submitted the proposition which you see was on a different process from the confirmed proceedings, and confirmed proceedings of that set of minutes never issued so far as I was concerned as secretary. I had, therefore, nothing to transmit in the matter at all to anyone. 1237

Q. You mean it never was transmitted to Europe? A. As far as I am concerned no. I could take no steps to carry out—

Q. Did your office send this minute over to Europe? A. The custom of awaiting confirmation proceedings were to send one copy to each of the gentlemen interested and await their action. 1238

Q. The confirmation proceedings that you refer to are the confirmation proceedings of the New York conference? A. Surely.

Q. And not the London or European confirmation? A. The confirmation which I received was by the representatives present, or if occasionally a representative—

Q. In New York? A. In America, yes.

Q. Was any arrangement made by which the members of the conference regulated the amount of the commercial allowances which they received on eastbound traffic from the Western Passenger Association territory which was to be allowed to the sub-agents or to the booking agents? A. The regulation was under discussion for both east and westbound business from time to time and by March of this year the standardization was arranged for business originating in America, and I think that since at the London Conference the circulars of the lines to their agents have issued. 1239

Q. Well, then, between the adoption of this eastbound commercial allowance agreement between the railroads and the ship lines which you represented or

1240 which you were representing in the conferences of which you were secretary, between the adoption of that agreement in 1909 and March of this year— A. Yes.

Q. There was no rule or regulation adopted by the ship lines as to the amount of the commercial allowance, if any, which they should allow to the booking agents? A. In general eastbound—

Q. Can't you answer that? A. I can't say yes or no to it.

Q. Can you say yes and then qualify it or no and then qualify it? A. My explanation will take ten

1241 words.

Q. It seems to me that question ought to be answered yes or no? A. If you were to read it again I will try to answer it.

Q. I haven't any objection to the qualifying of it by explanation? A. May I hear it again?

Q. (Question read.) Between the autumn of 1909 when this commercial allowance with the Western Passenger Association went into effect in March of this year? A. No, not to the best of my knowledge, but I believe—

Q. Was there any working understanding? A. I think that practically all of the lines allowed their

1242 agents on eastbound business one-half of the amount eventually received from the railroad; some lines may have allowed the balance to the general passenger agent in charge of the territory or may have retained one-quarter for the head office at the sea port as a slight compensation for the clerical labor involved in handling these accounts.

Q. There was no agreement as to what should be done with it among the lines? A. There was no standard basis.

Q. So that any line might do as they pleased for that matter as to how much it should retain for itself

and as to how much it should pay out to the booking agent or the general passenger agent? A. They had a range of prices from Montreal all along the Atlantic coast with the numerous lines and railroads radiating from each port to all parts of Europe; the idea was to standardize and—

Q. That is, that all the lines should act in the same way in regard to the matter? A. Making a uniform basis covering the specific tender and if any part of that rail commercial allowance which was remitted to the booking agent should in any wise be divided, directly or indirectly, with the passenger or anybody 1244
else the agents would be immediately cancelled by all lines.

Mr. Dorr: Move to strike that out as not responsive.

Q. Just answer the question, if you will, Mr. Sandford; was there any understanding or agreement which was in fact valid by which all the steamship lines which were members of the conferences of which you were secretary allotted a certain portion of the commercial allowance which they received under this agreement with the Western Passenger Association as to eastbound traffic to their booking agents? A. To the best of my knowledge it was not until about March of this 1245
year.

Q. And what was the arrangement which was adopted at that time? A. To standardize on the basis I have just stated.

Q. That is on the basis of—? A. One-half to the booking agent.

Q. One-half to the booking agent in the field and the rest should be disposed of as the lines saw fit? A. Either entire to the general passenger agent having jurisdiction in the territory where the booking occurred or a quarter, in which event the remaining quarter would be retained by the steamship offices.

1246 Q. But the steamship line was not in any event to retain more than one-quarter, is that what I am to understand, or it was at liberty, if it saw fit, to retain half? A. Yes, absolutely.

Q. It was at liberty to retain the half? A. Yes.

Q. Now, go to the central passenger district on eastbound traffic, what were the arrangements with the Central Passenger Association in regard to allowances on that traffic; when were they made and are they still in effect; just give us the history of it? A. It was made in the autumn of 1908, ten per cent, maximum $1.50.

1247 Q. That also merely covers the allowance in the transportation in the territory of the Central Passenger Association? A. Either originating in or passing through.

Q. That is, exclusive of the commercial allowance on transportation in the territory of other associations? A. Separate entirely.

Q. Was that commercial allowance collected substantially in the same way as the commercial allowances on the western territory? A. From the railroads eventually on the production of coupons validated.

Q. Substantially the same method? A. Substantially.

1248 Q. And the transportation which originated in that territory, the bookings were made substantially in the same way? A. Practically.

Q. How long did that arrangement remain in force? A. It is still in effect as far as I know; it was in April.

Q. Was that arrangement embodied in any more formal agreement than what purports to be letters exchanged between the steamship lines and the passenger associations appearing in the Government Exhibit No. 46? A. The letters are the record.

Q. There is no other written record of the transactions that you know of? A. No.

Q. Was there any agreement between the members of the conference lines as to the disposition of the commercial allowance on eastbound traffic which was received from the lines operating in the central passenger association district? A. The circumstances are identical practically with the narrative I have just given you about the general eastbound situation existing in the west.

Q. That is by the same minute 184 there was a proposition which was made but not at that time confirmed and the substance of which was later adopted in March of this year? A. For business originating 1250
in America.

Q. Now, in regard to the trunk line association on eastbound traffic, Mr. Sandford, what arrangements were made in regard to that, if any, and when? A. There were none.

Q. Had there ever been any to your knowledge? A. No.

Q. Had there been negotiations with the trunk line association with regard to such allowances on behalf of the steamship companies? A. For eastbound business originating in the trunk line territory?

Q. Yes? A. Nothing of any consequence.

Q. Are there any other agreements in any other territories or any other associations? A. Eastbound. 1251

Q. Eastbound, yes; in the southeastern for instance, or the southwestern. Do you want to look at the map (handing witness map)? A. Eastbound none.

Q. There was no arrangement as to southwestern or as to southeastern on eastbound? A. I think that the arrangements with the Western Passenger Association lines covered business originating in some parts of Texas.

Q. That is the Southern Pacific arrangement did, did it not? A. I think so; I don't care to testify about that; I do not feel competent.

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Q. That would be your understanding in the matter? A. I am hazy on these details.

Q. Now, as to the southeastern? A. None.

Q. There were no arrangements as to southeastern? A. There were arrangements; whether they are joined with the American railway groups or not I am not familiar with at the moment; there are arrangements for business originating in Canada.

Q. But on traffic originating in the southeastern or southwestern territory which passed through the territory of the western or central passenger association there would be the allowances for transportation in

1253

those territories, would there not? A. What little business could pass, maybe they would, but there is very little business from the southeastern territory.

Q. That would come up by steamship lines? A. There is very little business.

Q. When you speak of the territory covered by the Western Passenger Association have you had in mind that territory which is designated in white on this map, but which does not have any special application on the colored key? A. The answer made in regard to the commercial allowances west of Chicago and St. Louis was intended to cover all of the western territory because, as I stated, that west of the Missouri River

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gateways, the commercial allowance east, of eastbound, is seventy-five cents up to those gateways.

Q. Commercial allowances were actually received by the ship lines from the lines operating in the central passenger association territory, were they not, in pursuance of the agreement which you have mentioned? A. Yes.

Q. And have been and were up to the time your connection with the matter ceased? A. Yes.

Q. And may be now, so far as you know? A. I think I testified yesterday that the clearance of all of these routine matters were not done by the conference office, but by the individual lines.

Q. Yes, I understand that. Was there any commercial allowance on eastbound traffic originating in the New England Passenger Association territory? A. No.

Q. How about the Eastern Canadian Passenger Association territory; I suppose none of that traffic came through Atlantic ports of the United States? A. No.

Q. Then, as to the Eastern Canadian Passenger Association territory you have no distinct recollection one way or the other? A. There is probably a commercial allowance taking in both of those—I think there is a mixture of territory, there, part under the 1256
jurisdiction of the so-called central passenger and part under some other Canadian Passenger Association. You see they have a mark here on this map itself.

Q. It is a certain joint territory? A. Joint territory.

Q. Now, in regard to the westbound traffic, did you have any arrangement with the passenger associations as to that westbound traffic? A. Yes, we discussed that fully yesterday, the arrangement made in 1897.

Q. I want to run over it so as to get it in chronological order, if we can; that arrangement was made in 1897? A. Yes.

Q. You are sure it was not made in 1894 and the supplemental agreement in 1897? A. I think the so-called 1257
through booking route of the steamship lines was established about 1894, but that there were no relations between carriers until 1897.

Q. That is, the steamship companies arrangement for the—how do you describe it? A. Through booking.

Q. There was no arrangement with rail lines until 1897? A. No.

Q. What did that agreement of 1897 provide? A. You have it in the exhibit marked and corrected up to 1895.

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Q. State briefly your recollection of it so that it will appear in the record, if you will; what is your recollection of it? A. Simply that the steamship lines through booked—that their orders for inland transportation are honored by the railroads who bill them in due course.

Q. And what provision was made for a commercial allowance, if any? A. The commercial allowance at present is—I am speaking in general terms—

Q. Give it to us as it was in 1897, if you can, and then trace down any changes, if there have been any? A. Yes, there have been one or two slight changes.

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Q. What is your best recollection as to the amount of the commercial allowance provided in 1897? A. Ten per cent, with a maximum which varies in different western territories, depending upon the cost of the rails booked; I think that maximum today in any part of the United States or Canada is $4.

Q. That is the maximum in the western territory or the maximum for all territories? A. Any territory.

Q. Do you mean a maximum for inland transportation in western territories, or the maximum of $4 for all commercial allowances on all territories from the Atlantic coast to the western seaboard? A. I think the maximum on New Orleans is probably $2, although the rail fare is a trifle over $20.

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Q. I think we are at cross purposes, Mr. Sandford; when you speak of a maximum of $4— A. Let us confine that to the main body of the western states.

Q. You are referring merely to the territory included in the Western Passenger Association? A. And also the trans-continental so-called.

Q. But you are not referring to transportation of westbound traffic through the Trunk Line Association territory, or through the Central Passenger Association territory, are you? A. That applies to the through rail transportation that commercial allow-

ance; the commercial allowance is a percentage on the rate with a maximum; the rail fare from New York to San Francisco is about, say $65, the emigrant rate; the commission would be ten per cent, maximum $4.

Mr. Spooner: Do you claim this is within the issues made by the pleading?

Mr. Dorr: Yes, in this way; we charge in that bill that various and divers other methods by which the defendant lines sought to compete unfairly and put out of business the independent lines. Now, we take it that this is one of the most effective methods that the defendant steamship lines adopted. You will recall in the exhibit which I put in this morning there is an express provision in the agreement between the Western Passenger Association and the conference lines that such a commercial allowance shall not be paid to any steamship line which is not a member of the conference. That is, the defendant lines were enabled by those means to secure from the railroads certain sums which they made the railroads agree not to pay to independent lines, even though those independent lines rendered the same kind of services, and the Government shall urge most strongly that that was unfair competition, and was only possible by reason of the combination of these steamship lines. But for the combination of the steamship lines and through concerted action such an arrangement, the allowance itself could not have been obtained and certainly could not have been made exclusive as against any particular line.

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Mr. Spooner: That is a frank and entire statement and about the most illuminating thing that has happened since the examination began.

1264 Q. Let me see if we understand each other. I understood that on the eastbound traffic where you spoke of a certain commercial allowance, for instance, from the Western Passenger Association, that that allowance merely applied to the transportation which took place in the territory of that Western Passenger Association, and that there was another allowance which was also received by the steamship companies involved out of the transportation which occurred, for instance, in the territory of the Central Passenger Association; am I right in that? A. I think your statement conflicts, the latter part with the first part. I
1265 think I know what you want.

Q. Then tell me? A. If a passenger originates in the City of San Francisco and is bound for Prostken, for instance, he is provided with transportation through, and in making settlement along the line there are naturally various zones, the western zone, the ocean zone and the European zone. Now, for bookkeeping purposes there have to be sundry columns for the through transaction; when you take a railroad trip from New York to San Francisco you have a coupon ticket, without being coupon all the way through. This is what the arrangement means; the railroad has to have through booking arrangements, otherwise pas-
1266 sengers would get lost; the whole purpose of this arrangement is to simplify the travel of the third class passengers in the same way you travel if you go to San Francisco on a coupon ticket.

Q. Cannot you confine yourself to the point to which my questions are addressed? A. I am doing the best I can.

Q. Now, to come back to the eastbound traffic, you spoke of a certain arrangement for a commercial allowance by the Western Passenger Association, the allowance which you spoke of was an allowance upon the transportation which occurred in the territory of

that association, was it not? A. I will have to answer it by the illustration that if the coupon book is issued by the New York Central on a line that it does not own it naturally pays that line for the ticket.

Q. Now, after having spoken in parables, suppose you answer my question? A. I thought you would be familiar with the railroad tickets.

Q. You can assume complete ignorance on my part of everything? A. It is awful hard to explain this steamship business in two or three days.

Q. Now, answer this question; when you speak of the commercial allowance being allowed by the lines 1268
operating in the Western Passenger Association territory, that allowance is merely for the transportation in that particular territory, is it not? A. Precisely.

Q. And a separate allowance is made for that part of the through transportation which occurs in the territory of the Central Passenger Association, is it not? A. Yes; as a matter of fact two voucher coupons are used, one for the western and one for the central.

Q. Now, in regard to the westbound traffic, when you speak of the commercial allowance being made by the lines operating the western passenger association, are you referring to an allowance made for that part of the transportation which occurs in the territory in which the lines which are members of that association 1269
operate? A. I am getting rather bewildered, Mr. Dorr.

Q. I will reframe my question? A. Will you let me explain in my way what I think you want to know?

Q. You seem to have bad luck in guessing what I have in mind? A. It is pretty hard.

Q. In regard to the westbound traffic, is there the same division of commercial allowance according to the territory through which the transportation takes place as in the east or a similar division? A. Yes; I believe—

1270 Q. Now then, we will begin with the east and go west and see if we can get the thing a little clearer, leave the western passenger association Agreement now and come to the Trunk Line Association territory. Was there, during the period to which we have referred, any agreement between the steamship lines which you have mentioned and the rail lines operating in the Trunk Line Association territory as to a commercial allowance on westbound traffic? A. The Trunk Line—

Q. Was there any such agreement; can't you answer that, yes or no? A. There was no agreement
1271 up to a short time ago with the Trunk Line Association, but they voluntarily paid a proportion based upon their rate of rail commercial allowance for the business passing through their territory and destined beyond it.

Q. When did the railroad lines operating in the Trunk Line Association territory begin, so far as you know, to pay a so-called commercial allowance to the steamship lines on westbound traffic destined to points in the Trunk Line Association territory or passing through that territory to— A. I have answered, the passing through.

Q. When did it begin I am asking you now? A.
1272 Before I was born, I think.

Q. You don't know anything about it? A. It is too far back.

Q. When did you first have knowledge of such an arrangement? A. I have known of it ever since I have been in the business.

Mr. Spooner: What do you mean by that?

The Witness: As I said a long time ago, the Trunk Line Association participated in the commercial allowance payment on westbound emigrant business based upon their rail fare for all passengers passing through and destined beyond Trunk Line Association's termini.

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Q. I will reframe my last question and divide it into two questions; now, Mr. Sandford, was there in 1893, the practice or an agreement or understanding by which the Trunk Line Association paid to the ship lines which are represented in the conference which we have mentioned, a so-called commercial allowance on westbound traffic to points destined in the territory of the Trunk Line Passenger Association; if you know of any such arrangement or practice? A. At one time, the Trunk Line did pay on what is called—

Q. When was that, do you know? A. I cannot tell you the date—on what is called Trunk Line local points.

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Q. That is what I am asking about, Trunk Line local points? A. Commencing in February, 1912, they resumed that payment, the ten per cent payment on rail fares to points in the Trunk Line local territory in excess of $2.50.

Q. Was there any maximum on that? A. There could be none.

Q. And that commercial allowance was—is there any provision among the members of the conference as to the disposition of that commercial allowance by the ship lines? A. Yes, I think that was completed in April.

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Q. What is that arrangement? A. One-half to the booking agent.

Q. Now, as to the westbound traffic not destined to local points, but passing through Trunk Line territory, what, if any, arrangement has existed as to that and state, if you can, its history? A. We are talking of the Central Passenger territory?

Q. No, I am talking of the Trunk Line Association; you have already given some testimony about it, but I want the through traffic passing through the Trunk Line Association territory? A. For this business destined to points beyond the Trunk Line local

1276 territory, the steamship lines receive up to the gateways of the western passenger territory from the Trunk Line, a commercial allowance of 10 per cent, maximum $1.50, varying; from New Orleans I think a maximum of $2.

Q. How long has that arrangement been in force? A. Many years.

Q. And it has not varied substantially in its terms? A. No.

Q. Is there any arrangement or agreement or understanding among the ship lines as to the disposition of that commercial allowance? A. I think I am only
1277 speaking hearsay, because I don't know whether these plans were put in operation; when I left the conference, they were not completed; one-half to the booking agent and at least a quarter to the general passenger agent, some lines retaining one-quarter for themselves.

Q. Prior to that time, there wasn't any agreement or understanding among the lines? A. There had been rather a chaotic business, some lines paying out the full amounts to the booking agents, and other lines not doing so.

Q. To come to the Central Passenger Association, was there any agreement? A. I have known that
1278 there was no arrangement with the Central Passenger Association direct.

Q. Let me put my question direct, if you will; coming to the Central Passenger Association territory and the rail lines operating therein, was there any agreement between the ship lines and those rail lines as to a commercial allowance on traffic destined to local points in the territory covered by that association? A. No, my previous answer covers your question; that Trunk Line Association—

Q. I can understand; that is enough; your answer is quite clear, I think. Now, was there any

agreement with the Central Passenger Association as to through traffic passing west and through traffic passing through Western Passenger Association points? A. No.

Q. For the same reason you formerly explained? A. You did not let me finish my explanation.

Q. Well, the record stands as it is? A. You will have a nice looking record.

Q. The Central Passenger Association territory merely goes to the gateways of the western territory, or is there a border line there? A. There may be some common territory; I am not sure without looking at the map. 1280

Q. But there is no special agreement as to that common territory as far as you know? A. As far as the steamship lines are concerned?

Q. Yes, as far as the commercial allowances go? A. As to the amount to the sub-agent?

Q. Yes? A. I think it all was settled on a standard basis, one-half to the booking agent now all over the territory of the United States.

Q. Then coming to the Western Passenger Association territory, what, if any, arrangement or agreement exists, or has existed, between the rail lines and the ship lines covering transportation in that territory? A. The arrangements made in 1897. 1281

Q. Which you have previously mentioned? A. Previously mentioned.

Q. What do they provide for? A. I have already stated that.

Q. State it here again so that we may have all this information together? A. I will see if I can recollect what I said before.

Q. State the facts? A. I don't know.

Q. As you now recall it? A. I wouldn't attempt with the document before you.

Q. Give me your best recollection as to what the agreement was between the lines operating in the Western Passenger Association territory and the ship lines as to westbound traffic and commercial allowances? A. The arrangements are in writing and I attempted once before today to state my best recollection of them, and I would not care to try it again; I might not hit the exact and same phraseology.

Mr. Spooner: They are all in writing?

The Witness: Yes, sir.

Mr. Spooner: Those in respect to which you have
1283 testified and which you now testify to are absolutely in writing?

The Witness: Yes, sir.

Mr. Spooner: We object to it on the grounds I have already stated.

Q. Will you kindly answer my question? Give me now your recollection? A. The steamship lines through book their passengers—

Q. As to commercial allowance? A. They receive from the railways who honor their inland orders a bill with the rail orders which the steamships issue as a voucher and they receive in due course or at the same time, the commercial allowance which we have
1284 so laboriously developed.

Q. Now, will you state whether that commercial allowance has been the same through the period from 1897 down to the present time or whether it has varied? A. Are we talking of the Western Passenger Association?

Q. Yes?. A. There has been a basis of 10 per cent with a varying maximum; the maximum at present is $4 to the western part of the United States; the maximum in British Columbia is $4, in the Province of Alberta, Saskatchewan and Manitoba, I think it is $2.

Q. Varied substantially or— A. Downward.

Q. It has degrees? A. Yes.

Q. Do the ship lines then receive from the rail lines which operate in the territory of the Trunk Line Association, the Central Passenger Association and Western Passenger Association commercial allowances on westbound business destined to points in the Western Traffic Association territory, both from the Trunk Line Association and from the western lines operating in the Western Passenger Association; do you get that? A. I understand. The Trunk Lines, I think, settle their operations with the steamship lines direct, also as initial carriers for the Central territory; the western railroads own settlements with the steamship lines upon presentation of the voucher. 1286

Q. And the $4 maximum of which you speak is in addition on westbound traffic to, we will say, points in the very far west—is it in addition to the $1.50 maximum which the ship lines receive from the Trunk Line Association? A. No.

Q. It is not in addition? A. No; that is the maximum allowance on a through ticket.

Q. That is the maximum of the joint commercial allowance, or the whole of the commercial allowance allowed by the Trunk Line Association and the Western Passenger Association? A. That is the sum total for a through ticket to any point. 1287

Q. Is there any arrangement, or has there been any arrangement among the ship lines which you have mentioned as to the disposition of the commercial allowances, so-called, received from lines operating in the western passenger territory? A. I think I have testified several times before this morning that I believe—

Q. I am referring now to the westbound traffic and not to the east? A. I believe that you can find

1288 circulars now in the hands of all agents notifying them on the part of the lines employing them individually that the rail commercial allowance to through points is 5 per cent of the rail money, and that they may deduct that rail commercial allowance when remitting for the railroad ticket.

Q. How long has that agreement or understanding been in effect as to this westbound traffic in the Western Passenger Association district? A. The standardization?

Q. How long has the arrangement or understanding which you have just referred to in answer to
1289 my last question as to the disposition of the commercial allowance from the lines operating in the Western Passenger Association territory on westbound traffic been in operation? A. It is possibly a month, provided the action was completed.

Q. Was there any understanding or arrangement prior to that time among the various lines as to the disposition of this commercial allowance? A. A general basis, but—

Q. You don't know whether at the present time it is existing or not? A. No, but I think so.

Q. What is your information? A. I think so; I have not even any information.

1290 Q. You knew some such arrangement was adopted, didn't you? A. I was trying to put it into operation when I resigned.

Q. And you have since seen circulars? A. No; I have not.

Q. Or been told of the issuance of circulars? A. I have not even been supplied with those; I am doing other business.

Q. Prior to this agreement that you were endeavoring to put in operation a few months ago, was there any understanding between the lines as to the disposition of this commercial allowance which I men-

tioned in my last question? A. Probably, up to within a period of five or six years the lines were working on a basis referred to; in the past four or five years there has been deviations, but if the action contemplated has been taken, the basis is now standard.

Q. Referring to Exhibit No. 59, the minutes of the joint meeting of the Trans-Atlantic Passenger Conference with the advisory committee of the emigrant bureau of the Western Passenger Association— A. I think that was a committee meeting, Mr. Dorr.

Q. I call your attention to the paragraph on page 1292
15 of Exhibit No. 59 which reads as follows: "In reference to the payment of commissions to the Northwest Transport Company, the understanding was reached that the question would be taken up with the Grand Trunk, Canadian Pacific and Inter-Colonial Railways, with a view to having them discontinue the payments of commission through Canadian ports to outside lines." Do you recall what action was taken by the Canadian Pacific thereafter in regard to that matter? A. No, I do not.

Q. With these lines relative to that matter? A. No.

Q. I show you Government Exhibit No. 13 for 1293
identification which purports to be a letter addressed to you under date of February 28th, 1907, by C. B. Richard & Company, general agents for the Russian Volunteer Fleet; will you look at that and I ask you whether you ever received the original of that letter? A. It is a typical letter; I think I must have had it; there were numerous letters from Mr. Richard and I had many conversations with him.

Q. Did you write any reply to this letter, Exhibit No. 13? A. Either verbal or in writing I did.

1294 *Lawson Sandford*

Mr. Dorr: I offer the letter, Exhibit No. 13 for identification, in evidence.

Mr. Deuel: Objected to on behalf of the Russian East Asiatic Line.

Mr. Beers: Objected to as incompetent, irrelevant and immaterial.

Exhibit 13 for identification received in evidence.

Q. Have you any copy of the answer that you sent? A. No.

Q. If you sent an answer in writing, would you
1295 have a copy? A. I have no access to the files of papers.

Q. It would be among the files of the conference papers, would it not? A. I don't know.

Q. Did you keep copies of the letters which you wrote as secretary of the conference? A. As a rule, yes.

Q. Would you keep in the ordinary course of business a copy of a reply to a letter on this subject matter? A. I think so.

Q. So that if you wrote a reply to this letter, it would be in the ordinary course in the files of the conference which you left in the office of the conference when you ceased to be secretary? A. I cannot
1296 be sufficiently positive.

Q. I am talking about the ordinary course of business? A. Because it was testified yesterday that after a subject had apparently ended, we usually destroyed papers that were no longer of use to us.

Q. When the Russian Volunteer Fleet went out of business you did regard the subject matter of this correspondence at an end, I suppose? A. I don't know what they did.

Q. Did you destroy the correspondence relative to the Russian Volunteer Fleet which you had? A. I don't know.

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Q. If you did not destroy it, it would still be in the ordinary course, in possession of the conference? A. Yes. I might say if a letter like that was received and transmitted to the lines interested, it is possible that they made no reply.

Q. Do you recall whether or not the subject matter of that letter was taken up at a meeting of the Continental Conference in New York? A. I don't know whether it was or not. Mr. Richard wrote us a great many letters and made a great many threats.

Q. What steps did you take to investigate the complaint which Mr. Richard made in this particular letter? A. My duty would simply be to transmit a copy of the letter to the lines apparently interested. 1298

Q. Do you know of any investigations which were made as to the character of these statements? A. No.

Q. If such investigations were made, would they be ordinarily put in the minutes of the conference at which the discussion took place? A. There would be no fixed rules for handling it. I think Mr. Richard's communications were usually not answered by the lines.

Mr. Dorr: I offer in evidence minutes of the American Atlantic Conference of June 25th, 1908, minutes numbers 1, 2 and 4. 1299

Marked Petitioner's Exhibit No. 62.

Also minutes of the American Atlantic Conference meeting of July 2nd, 1908, minutes numbers 9, 10 16 to 28 inclusive.

Marked Petitioner's Exhibit No. 63.

I also offer in evidence minutes of the American Atlantic Conference of July 23rd, 1908, minutes Nos. 30 and 32.

Marked Petitioner's Exhibit No. 64.

1300 I also offer in evidence minutes of the American Atlantic Conference meeting of July 30, 1908, minutes Nos. 35, 38, 40, 44.

Marked Petitioner's Exhibit No. 65.

I also offer in evidence minutes of the American Atlantic Conference meeting of August 13th, 1908, minutes Nos. 49, 51, 52, 54, 59, 62, 63, 66 to 68 inclusive.

Marked Petitioner's Exhibit No. 66.

I also offer in evidence minutes of the American Atlantic Conference meeting of September 3rd, 1908, minutes Nos. 70, 80 to 87 inclusive.

Marked Petitioner's Exhibit No. 67.

1301 I also offer in evidence minutes of the American Atlantic Conference meeting of September 17th, 1908, minutes No. 92.

Marked Petitioner's Exhibit No. 68.

I also offer in evidence minutes of the American Atlantic Conference meeting of October 15th, 1908, minutes Nos. 99, 109 to 111 inclusive.

Marked Petitioner's Exhibit No. 69.

I also offer in evidence minutes of the American Atlantic Conference meeting of November 19th, 1908, minutes Nos. 113, 118 and 121.

Marked Petitioner's Exhibit No. 70.

1302 I also offer in evidence minutes of the American Atlantic Conference meeting of January 7th, 1909, minutes No. 128.

Marked Petitioner's Exhibit No. 71.

I also offer in evidence minutes of the American Atlantic Conference meeting of March 19th, 1909, minutes Nos. 134 and 136.

Marked Petitioner's Exhibit No. 72.

I also offer in evidence minutes of the American Atlantic Conference meeting of April 2nd, 1909, minute No. 138.

Marked Petitioner's Exhibit No. 73.

I also offer in evidence minutes of the American Atlantic Conference meeting of April 15th, 1909, minutes Nos. 139, 140 and 143. 1303

Marked Petitioner's Exhibit No. 74.

I also offer in evidence minutes of the American Atlantic Conference meeting of June 3rd, 1909, minute No. 167.

Marked Petitioner's Exhibit No. 75.

I also offer in evidence minutes of the American Atlantic Conference meeting of November 9th, 1909, minutes Nos. 184 to 189 inclusive.

Marked Petitioner's Exhibit No. 76.

I also offer in evidence minutes of the Continental Conference meeting of October 7th, 1907, minute No. 1064. 1304

Mr. Spooner: Object as incompetent and irrelevant. It relates to a period prior to the agreement "A" and to another conference.

Marked Petitioner's Exhibit No. 77.

I also offer in evidence minutes of the Continental Conference meeting of October 17th, 1907, minutes Nos. 1053, 1054 and 1059.

Mr. Spooner: Same objection.

Marked Petitioner's Exhibit No. 78.

I also offer in evidence minutes of the Continental Conference meeting of January 21, 1908, minutes 1074, 1075, 1076 and 1083. 1305

Mr. Spooner: Same objection.

Marked Petitioner's Exhibit No. 79.

I also offer in evidence minutes of the Continental Conference meeting of September 3rd, 1908, minutes Nos. 1319 to 1321 inclusive.

Mr. Spooner: Same objection.

Marked Petitioner's Exhibit No. 80.

Mr. Spooner: I want to make a general objection to the minutes on the ground that they are incompetent and irrelevant, and sub-

1306 ject to the right of the defendants under the stipulation hereinbefore entered into to make hereafter objections to the whole or any part thereof specially.

Q. Mr. Sandford, we will go back once more to that arrangement between the ship lines and the railroads on westbound traffic; is there an understanding or an agreement between the ship lines which you have mentioned and the rail lines as to the routing of the westbound passengers which are transported to this country by the ship lines?

1307 Mr. Beers: I renew my objection to this line of testimony.

A. Western or Central or Trunk Line?

Q. Well, as to any of them? A. The understanding is—

Q. I have not asked that? A. There is—

Q. What was the idea? A. Our absolute clear understanding.

Q. With which of the lines? A. With each group of railroads.

Q. Do the orders which the steamship company issue prepaid or cash for westbound traffic, designate by what rail line the inland transportation in this country on westbound traffic shall be had? A. The invariable custom is to route the business in accordance with the wish of the passenger.

1308

Q. That does not answer the question. Pay attention to what I am saying, if you will; do the orders on railroads on westbound traffic, whether prepaid or cash, issued by the ship lines, designate the rail lines which shall do the inland transportation in this country? A. No, not as a general thing.

Q. That is enough, unless it is inaccurate? A. It is not a fair answer.

Q. Then go ahead? A. What did I say?

(Answer read.)

Q. Is that true as it stands? A. No. The request for specific routing by a passenger is always observed by the railroads.

Q. It is true as a general thing, is it not, that the rail line is not designated? A. It is not designated.

Q. That is true as a general thing? A. Yes.

Q. What did you mean just now when you said it was not accurate? A. You asked me for the general habit of doing business?

Q. Yes, and you gave it to me, did you not? A. The general habit is to issue a rail order.

1310

Q. As a general thing, the rail line is not designated unless the passenger—

Q. On the ship line order? A. Unless the passenger elects to travel by a certain route

Q. Now, on the arrival of the westbound passenger at this or at other Atlantic ports, do the ship lines make any designation of the rail route which the passenger shall take? A. Not as a general rule.

Q. So that when the passenger arrives here, the steerage passenger arrives here, and is taken off the ship and delivered to the immigration station, the immigration authorities, the rail line by which he shall travel in inland transportation is not yet designated? A. No.

1311

Q. But the group of lines over which he may travel is governed by those lines with which the steamship lines have that agreement, is it not? A. The railroads attend to the routing.

Q. I am coming to that presently. If a rail line is not a party to the agreements which you have mentioned, then is the general order of the steamship line which it gives to this passenger good for transportation on that line? A. I would not be able to give you a good answer to that question.

Q. Cannot you answer that? A. I cannot give you the answer that you want.

1312

Q. Well, all I want is the truth? A. Because there is not an answer.

Q. You mean because there are no such lines? A. No, because the situation does not arise. The steamship lines in making an arrangement with the railways, leave to the railways themselves the entire say as to what railways shall participate in the arrangement.

Q. You mean as to what— A. That it is not a steamship question; that it is a railroad question; a steamship man cannot answer that question.

1313 Q. You have been intimately connected with this business, and as much so as any man in this city, have you not, Mr. Sandford? A. Not so much.

Q. But you have been intimately associated with this business and as much so as any man in this city, have you not, Mr. Sanford? A. Not so much.

Q. But you have been intimately associated with it for fifteen years? A. I have watched the development of the system of the railroad business with a great deal of interest.

Q. And have made quite a course of study of it? A. I have.

Q. Now, then, let me come back to my original question; the ship lines issue certain rail orders to

1314 their passengers, whether they are prepaid or cash, do they not, for westbound traffic? A. Yes.

Q. Now, you have stated that those rail orders are given for inland transportation, have you not? A. Yes.

Q. At times it is true, is it not, that there have been lines, rail lines, which carried steerage inland traffic which were not parties to the agreements with the ship lines which you have mentioned? A. I don't know. The routing of inland business is too complicated for steamship—

1315

Q. How about the Grand Trunk, has that always been a party, that you have mentioned? A. Steamship lines have always accepted Grand Trunk listing of steamship orders and paid the Grand Trunk.

Q. Have what? A. Have always accepted Grand Trunk bills for steamship orders listed by the Grand Trunk.

Q. How about the Canadian Northern? A. That is a Canadian proposition, and not an initial line at the United States ports.

Q. No, but how about that; you through route to Canadian points, do you not? A. That is a Canadian question, not a United States question.

1316

Q. I am asking you about the fact? A. I have answered the question.

Q. The point is what is the fact; are your rail orders given over the Canadian Line? A. That has never come up. I should say, yes.

Q. That is, you think if the question did come up, they would be honored? A. Such requisitions would be honored, yes.

Q. I think you testified already that you had an arrangement with the railroad; is it a part of this arrangement with these various passenger associations that the routing of the emigrant for westbound traffic and inland transportation shall be controlled by the routing committee, or the committee of the various passenger associations? A. It is quite understood that that is the way the business is done, except when specific request for a routing is made by a passenger or in behalf of a passenger.

1317

Mr. Dorr: I offer in evidence letter of the Holland-Amerika Line, under date of May 29th, 1906, from the home office to the New York office.

Marked Petitioner's Exhibit No. 81.

1318 That is objected to as incompetent and irrelevant and generally on the stipulation heretofore mentioned.

Q. Mr. Sandford, I call your attention to letter of May 29th, 1906, Petitioner's Exhibit 81, and to reference contained therein to the Continental Agreement of 1898; can you tell me whether you ever saw that Continental Agreement of 1898? A. I think I have seen a copy of that agreement; I don't think I ever had one.

Q. Where did you see it? A. In New York.

1319 Q. Who showed it to you? A. I don't remember now.

Q. Did you see it at the office of one of the lines or at the conference office? A. These matters were often talked about at the lunch tables and elsewhere and in the conference office.

Recess taken until 2 P. M.

Afternoon Session.

LAWSON SANDFORD recalled.

1320 *Direct-examination continued by Mr. Dorr:*

Mr. Dorr: Senator Spooner, do you desire to cross-examine Mr. Malinowsky?

Mr. Spooner: He is the gentleman who was examined yesterday?

Mr. Dorr: He is the gentleman at New Britain.

Mr. Spooner: I want to cross-examine him probably, but I am not ready to do it now; can't we arrange that if either side wishes to recall for cross-examination or further cross-

1321

examination, the witnesses called by either side and sworn, that you will bring them if they are in this country?

Mr. Dorr: I haven't the slightest objection to that, as to a witness here in New York, but the witnesses out of town, it is a hardship to them to bring them here a second time. In this particular case if the witness hasn't any objection I haven't. Do you mind coming back Mr. Malinowsky, some other day, and get a separate mileage and separate witness's fee?

1322 Mr. Malinowsky: If I have to come back I will come back.

Mr. Dorr: Are any of the other counsel ready to cross-examine Mr. Malinowsky at the present time?

Mr. Spooner: I may want to cross-examine him some day, and I may not want to cross-examine him at all.

Q. Mr. Sandford, referring again to Government Exhibit 81, this letter of May 29th, 1906, what is your recollection as to whether or not there was a pool agreement in existence in May, 1906, relating to the North Atlantic Steerage Traffic to which the British Lines were a party?

1323

Mr. Beers: It is understood that this evidence is offered over the objection I noted at the outset as to evidence of agreements other than "AA"?

Mr. Dorr: Yes; that is understood.

A. My recollection is—

Mr. Spooner: Was such an agreement in writing?

The Witness: I don't know. I was in the Cunard then.

Q. Answer the question the best you can? A. I don't know.

Mr. Spooner: You say you don't know?

The Witness: I don't know.

Q. When did you enter the employ of the Cunard? A. November 1st, 1903.

Q. At the time you entered the employ of the Cunard was there a pool agreement covering the North Atlantic Steerage Traffic to which the British Lines were parties? A. I think not.

Q. Has there been at any time such an agreement to your knowledge prior to 1903 other than the Agree-
1325 ment of 1892, which I showed you yesterday? A. I am not familiar with the Agreement of 1892. I don't know whether the British Lines had participated in any European arrangements for pools prior to that time.

Mr. Spooner: That is, you say you don't know?

Q. You don't know of any such arrangement? A. I am quite sure I do not.

Q. Were the British Lines at that time members of the conferences of which you were secretary? A. Prior to 1903?

Q. Yes? A. Yes.

1326 Q. Were they members of those conferences in 1903? A. In 1903 the British lines were maintaining in America—

Mr. Spooner: Are you going to testify to an agreement?

The Witness: Yes, sir.

Mr. Spooner: In writing?

The Witness: Yes, sir.

Mr. Spooner: I object to it as incompetent.

Q. Have you got a copy of it? A. I have no copy, but you have one in the exhibits.

1327

Q. Which one are you referring to now, the one that is already in evidence? A. The North Atlantic Passenger Conference, the general rules of 1906.

Q. We are talking now about 1903? A. 1896—I beg your pardon. In 1903 I don't know what arrangement existed between the British Lines beyond the North Atlantic Passenger Conference maintained in the United States and Canada.

Q. What were the members of the North Atlantic Conference at that time—who were the members?

Mr. Spooner: At what time?

Mr. Dorr: 1903.

1328

Mr. Spooner: There is a written agreement which showed the members?

The Witness: Yes, sir.

Mr. Spooner: Objected to as incompetent and not the best evidence.

Mr. Dorr: If the defendants desire to produce the documents that show the membership of the Conference Lines in 1903 I have no objection, otherwise I will offer secondary evidence.

Mr. Burlingham: Isn't it already in as Exhibit No. 5?

1329

Mr. Dorr: I don't think that shows 1903, does it?

Mr. Burlingham: Yes. It says dated 1903. It is so described in your subpoena, G: I don't know whether I have it right or not. Perhaps that is not it, but I thought it was.

Mr. Dorr: It may be. The date may put me in mind of it.

Q. I show you Government Exhibit No. 5, which is the exhibit referred to by Mr. Burlingham, and ask you whether that has any reference to the agreement

which you testified to, purporting to be between the N. D. L. V. and the French Line.

Mr. Spooner: That this is a copy of the agreement you referred to?

Mr. Dorr: Yes. Mr. Burlingham thinks it might be, but I think not.

A. This appears to be one of the European arrangements with which I am not familiar. I was answering you in regard to the one arrangement of the British Lines with which I am familiar, that is the North Atlantic Conference maintained in America.

1331 Q. What lines were present or represented at the meetings of that conference in 1903?

Mr. Spooner: Is that in that paper?

The Witness: I don't know, sir.

Q. I am asking you now not for the contents of any written document, but for the witness's recollection as to the actual occurrences; what is your recollection as to what lines were present at the meetings of the North Atlantic Passenger Conference in 1903?

Mr. Spooner: Did you make the record?

The Witness: Yes, sir.

Mr. Spooner: Showing the presence and absence of different lines?

1332 The Witness: Yes, sir.

Mr. Spooner: Object to it as not the best evidence and irrelevant and incompetent.

Mr. Dorr: You understand the making of a written record by the secretary makes him competent to testify as to who were present there and that is the evidence which has any application to any such situation.

Mr. Spooner: Then the objection will be overruled by the Court.

Q. Proceed?

Mr. Burlingham: Who was present?

1333

The Witness: The parties to the North Atlantic Passenger Conference in 1903 were the then existing lines between the United States and Canadian ports and Great Britain and Scandinavia.

Q. Were there any other lines engaged in that traffic which were not members of that North Atlantic Conference? A. I think they were all members with the possible exception of the Beaver Line.

Q. With the exception of the Beaver Line? A. It may or may not have been.

Q. In 1904 was there any change in membership? A. I don't believe so.

1334

Q. In 1905? A. Probably no change.

Q. What you mean is your best recollection is that there was no change, is it not, Mr. Sandford? A. Yes.

Q. Now, in 1904, was there not active competition between the Cunard and certain other of the Trans-Atlantic lines? A. Yes.

Q. How long did that competition continue; I am speaking now of the steerage business? A. A year or more.

Q. Referring again to this letter of May 29th, 1906, Petitioner's Exhibit 81, does this refresh your recollection as to whether or not that had terminated in 1906? A. This letter does not help me. I only know that about 1905 the Cunard Line for its service to the Mediterranean and Adriatic was in competition strongly with the Continental group of lines.

1335

Q. How about the North Atlantic business? A. They were eventually involved.

Q. Were they not also involved in the competition with the Continental Lines as to the North Atlantic steerage business? A. There was constant competition, but you mean in respect to the fluctuations of rates?

1336 Q. Yes, do you recall whether or not the Cunard entered into any agreement or arrangement with the Continental Lines as to the North Atlantic Steerage business prior to the Agreement "AA" of February 5th, 1908?

Mr. Beers: Objected to as incompetent, irrelevant and immaterial—not within the issues.

A. There were arrangements subsequently made in Europe between the Cunard Line, more particularly for its Mediterranean and Adriatic service and the
1337 Continental lines.

Q. My question is directed to the North Atlantic Steerage Traffic and I ask whether prior to the agreement of February 5th, 1908, there was any agreement by the Cunard with the other lines—

Mr. Spooner: I move to strike out the last answer on the ground that it is not in response to a question and in itself is incompetent and not relevant to any of the issues named in the pleading.

Q. Do you know of any agreement between the Cunard and the Continental Lines as to the North
1338 Atlantic Steerage Traffic between 1904 and February 5th, 1908, when Agreement "AA" purports to have been executed?

Mr. Spooner: If there was such an Agreement, was it in writing, do you know?

The Witness: No. I presume it was in writing.

Mr. Dorr: I am not asking for the contents of any document, I am merely trying to find out if there was any arrangement.

Mr. Spooner: You cannot prove the existence of any agreement in an indirect way.

1339

Mr. Dorr: It seems to me we may be allowed to find out if there was any agreement and if there was any—

Mr. Burlingham: Let the question be read

(Question read.)

A. There were arrangements in Europe the nature of which I am not familiar.

Mr. Beers: I move to strike it out.

Mr. Spooner: The question is whether he knows or not whether there was such an agreement, that was the question that was put.

1340

Mr. Dorr: I will consent that it be stricken out unless I further connect it with the defendants.

Q. What was the sources of such information as you had in regard to the existence of arrangements? A. Letters from the Cunard Company to the New York office with which I was then connected.

Q. And what was the nature of those arrangements so far as you can recall? A. My recollection—

Mr. Spooner: Wait a moment; are they embodied in the letters?

The Witness: Yes, sir.

Mr. Spooner: Where are those letters?

1341

The Witness: I don't know.

Mr. Spooner: We object to the question as incompetent and not the best evidence.

Mr. Dorr: I will call on the defendant Cunard Line to produce the letters between the dates of 1904 and 1908 referring to the arrangement between the Cunard Line and Continental Lines as to North Atlantic Steerage Traffic.

Mr. Beers: Do you now call for them?

Mr. Dorr: Yes.

1342

Mr. Beers: If there are any such letters I will produce them. That is, if there are any such letters in the New York agency.

Mr. Dorr: I will suspend my examination of Mr. Sandford then until it can be determined whether or not such letters are in existence or whether it would be proper to continue the secondary evidence. The objection has been raised that Mr. Sandford's knowledge is derived from the written documents or instruments. So far as we know now those written instruments are in existence, and then I take

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it, it would be improper to ask for secondary evidence of their contents.

Q. Now, as to the other British Lines, other than the Cunard Line, did you have any information—don't state what your information is—but did you find information as to any agreements between any other British Line and the Cunard Line during the period between 1903 and 1908 as to the North Atlantic Steerage Traffic? A. I left the Cunard service on December 31st, 1906. That should be brought in sooner because you asked me a question about—

(Question read.)

at any time during that period? A. General information; no direct information.

1344

Q. From what sources did you derive that general information? A. When in the Cunard service no doubt from the Cunard letters.

Q. Afterwards from what sources? A. General sources; no official sources.

Q. What do you mean by general sources? A. Conversations.

Q. Conversations with whom? A. Sundry steamship men.

Q. Of what line? A. Probably many lines; I cannot specify any lines now.

1345

Q. Were they lines which are now defendants in this bill? A. Probably.

Q. You are pretty positive of that? A. It is five or six years ago.

Mr. Dorr: Now, I will make the same request for the production of the letters of the Cunard Line which contain references to arrangements between the Cunard and other British Lines as to the North Atlantic Steerage Traffic between 1903 and 1908 inclusive—

Mr. Beers: And February 5th, 1908?

Mr. Dorr: Yes, February 5th, 1908.

1346

Q. Now, as to this information which you derived from general sources, the general sources being merely as you can recall lines or officers of lines, agents of lines, which are now parties to this suit; will you state what your information was, stating as nearly as you can the exact conversation, giving the date of the conversation, the name of the person with whom it took place; if you cannot recall those details give the substance?

Mr. Spooner: That is supposed to elicit the conversation with somebody he doesn't remember.

1347

Mr. Dorr: Some person representing some one, or the other, or all of the defendant lines.

Mr. Spooner: Whom he does not remember?

Mr. Dorr: If he remembers I would like to have the name.

Mr. Spooner: If he doesn't remember, what—

Mr. Dorr: Then we will have to take the best he can give us.

1348 Mr. Spooner: Now, if you remember, name the person?

The Witness: No, I do not.

Mr. Spooner: From whom or with whom you had the conversation, or from whom you derived the information; we don't object to it. If you cannot and want to speak out of the air so to speak, why we want to register an objection to it because we cannot contradict it.

Q. One further preliminary question; the persons with whom you had these conversations were persons
1349 whom you met and had these conversations with while you were acting as secretary of the conference of which you have spoken? A. Subsequent to returning to the conference service, yes.

Q. These persons whose names you cannot now recall were officers or agents or employees of lines which were members of the conferences of which you were secretary? A. Yes, those would be the source of my knowledge.

Q. Now, let us have the recollection which you have?

Mr. Spooner: We object to it, his stating any conversation if he can't indicate the per-
1350 son with whom he had it; I don't care about the date, but at least the person with whom he had it.

The Witness: That arrangement had been made abroad and whether they were in respect to pools only or pools and rate agreement I don't now remember.

Q. Do you recall learning of a meeting which had been held at Cologne on the 25th day of May, 1906, between certain of the Continental lines and certain of the British lines at which the question of the revival of the so-called Continental Agreement of 1898 was considered? A. I don't remember that.

1351

Q. Do you recall whether or not between May 25th, 1906, and February 5th, 1908, learning from the sources which you have described whether or not the British lines other than the Cunard Line had entered into a pool for the North Atlantic Steerage Traffic with the Continental Lines by which the British Lines other than the Cunard were to receive 7.8% of the traffic? A. I do not.

Q. Do you recall whether there was any such arrangement irrespective of an exact percentage? A. No.

1352

Q. Can you state what the practices of booking Continental passengers via certain points mentioned in that letter (Exhibit No. 81) refers to? A. I don't know.

Q. Did you ever hear of any objection made by the British Lines as to the practices of certain Continental Lines under the pool or rate agreements which had existed prior to February 5th, 1908? A. No.

Q. Mr. Sandford, I show you a group of papers and telegrams and ask whether or not that is a set of copies and originals of correspondence exchanged by you with Schiavone? A. Yes.

1353

Mr. Dorr: I ask that this be marked as one exhibit for identification.

Marked Petitioner's Exhibit No. 82 for identification.

Mr. Dorr: I don't think I will examine this witness any further at this time and will reserve the right to call him when we ascertain whether or not it will be necessary or proper for him to give secondary evidence as to the contents of the letters.

Counsel for the defendants reserve the right to recall the witness for cross-examination.

1354 *Anne C. H. Nyland*

ANNE C. H. NYLAND, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Q. What is your occupation, Mr. Nyland? A. I am the passenger agent for the Holland-Amerika Line.

Q. How long have you been connected with the Holland-Amerika Line? A. Almost twenty-five years.

Q. Both in this country and in Rotterdam? A. No, sir; only here.

1355 Q. What positions with the Holland-Amerika Line have you held since that time at the different times? A. I started with the Holland-Amerika Line as an ordinary clerk, attending to the third class business, at that time at Ellis Island; I became cabin clerk, traveling passenger agent, the manager of the Chicago office and last passenger agent here in New York.

Q. And during part of this time the Holland-Amerika Line has been connected with a conference called the American Atlantic Conference, has it not? A. Part of the time, yes.

Q. Approximately from what time to what time? A. I believe we were members of the so-called Continental Conference since 1886 up to the present time.

1356 Q. And does the same apply to the American Atlantic Conference? A. At that time we didn't know of an American Atlantic Conference.

Q. I mean it has been for some time up to the present time a member of the American Atlantic Conference, has it not? A. Yes.

Q. And it has been a member since 1892 of the N. D. L. V., has it not? A. I don't know anything about that.

Q. You don't know whether it has been or not? A. Not to my personal knowledge, no, sir.

Q. I show you that, Mr. Nyland, and ask you whether that will refresh your memory as to whether

your corporation, the Holland-Amerika Line, was a member of the N. D. L. V. since 1892, the N. D. L. V. so-called? A. The N. D. L. V. is in Europe, not here.

Q. I don't care where it was; I asked you whether you were a member of it? A. Not to my personal knowledge. Apparently we were a member of it, but not to my knowledge.

Q. You don't remember looking at that agreement there? A. I may have seen it.

Q. You don't remember, having close connection with your corporation at that time, whether it was a member of the N. D. L. V. or not? A. As I said before, not to my personal knowledge. 1358

Q. You know it, don't you?

Mr. Bradley: He says from the knowledge he had, he got from them.

Mr. Guiler: Oh, no; he did not.

Mr. Burlingham: He has answered three times that he didn't know it and now you say he does know it.

Mr. Guiler: He says not to his personal knowledge.

Mr. Burlingham: He may have information, but he cannot have any knowledge that is not personal. 1359

Q. Did any one connected with your line ever inform you that the line was a member of the N. D. L. V.? A. That may have been, yes.

Q. Who was that that informed you? A. I cannot recall exactly who told me, but somebody who was in connection with my company may have told me.

Q. It was an officer of your company? A. Very likely, yes.

Q. But just now you do not recall who it was? A. No, sir.

1360 Q. Now, at various time you have served on a so-called small committee, have you not, of the American Atlantic Conference? A. Can you give me the date?

Mr. Beers: Object to the form of the question as characterizing it as a committee of the American Atlantic Conference, and the question designates the committee of the American Atlantic Conference, which I understand is not the testimony as it appears the witness says.

Q. You have been appointed a member of a small committee? A. What small committee do you refer
1361 to?

Q. A small committee in order to get at the competition between the American Atlantic Conference and other lines, other outside lines, have you not?

Mr. Spooner: Do you mean the so-called small committees, relating to fighting ships?

Mr. Guiler: Yes.

A. Do I understand you correctly by saying that I served as a member of the committee which should cut out competition?

Q. Yes; which supplied the so-called fighting steamers to cut out competition—to enter into competition
1362 with the Northwest Transport Company? A. I have served as a committee member on a committee but this committee was not established for the purpose of cutting out that competition you referred to.

Q. I did not say cut out competition, going into competition with the Northwest Transport Company, the Uranium Line and other outside lines? A. I don't conceive it in that way.

Q. When was that committee to which you are referring appointed? A. It would not be right to say—

Q. When was it appointed? A. What committee do you refer to?

Q. The committee you refer to.

Mr. Spooner: If you want to ask about the fighting ships committee, ask him.

Mr. Guiler: He understands perfectly well what I am asking about.

Mr. Burlingham: Read the question.

(Question read.)

Q. I mean the committee which was to supply the fighting ships, when was that appointed? A. That committee sometime in the spring of 1908 to the best of my recollection.

Q. Who constituted the so-called small committee, or who instructed it to be formed? A. I presume 1364
the general manager of the line.

Q. Now, I show you here a letter dated May 28th, 1908, from the Holland-Amerika Line to the Holland Amerika Line and ask you whether this refreshes your recollection as to who appointed that small committee, and whether it was appointed in Europe or not? A. (After reading from letter book.) This letter speaks for itself.

Q. No, I was asking you for your recollection? A. According to this letter the committee had been appointed upon a cable from Europe.

Q. From whom? A. According to the letter a certain Mr. Peters.

Q. To whom? A. It must have been received by 1365
the conference here.

Q. And the order was issued to you from the American Atlantic Conference that you were appointed by the American Atlantic Conference—

Mr. Spooner: Objected to as leading.

Mr. Burlingham: He has not said so and there is no testimony to that effect.

Q. Who informed you that you were appointed on that small committee? A. Very likely I was told

1366

that I was a member of that committee, but who told me I don't remember.

Q. Were you not present at the meeting at which you were appointed? A. Perhaps not; I couldn't recall.

Q. Do you recall whether that so-called small committee was discontinued and then reinstated later on? A. To the best of my recollection, yes.

Q. And I show you letter dated April 26th, 1909, at Rotterdam, from the Holland-Amerika Line to the Holland-Amerika Line and ask you if those are your initials on that letter? A. No, sir; not mine.

1367

Q. Have you ever seen that letter before? A. I may and I may not; I don't remember having seen it before.

Q. Whose initials are those on that letter? A. May I see it again? (Letter handed to witness.) I can only surmise; I don't know it, but I can surmise, a certain Mr. Gips.

Q. That signature on the right? A. I don't know, but apparently the signature of one of our directors.

Q. Who? A. Mr. Reuchlin.

Mr. Guiler: I offer the letter in evidence.

Mr. Burlingham: I object to its admission as incompetent and immaterial.

1368

Marked Petitioner's Exhibit #83.

Mr. Beers: The same stipulation with referance to objections applies to the testimony of this witness, as to Mr. Sandford?

Mr. Dorr: Yes; as I understand it applies to all witnesses.

Mr. Beers: That is my understanding also.

Q. Were you appointed a member of the reinstated small committee? A. Yes.

Q. To which that letter refers? A. Yes.

Q. Against whom were the fighting steamers appointed, and against whose competition were the so-called fighting steamers appointed?

Mr. Burlingham: Originally.

Q. Yes; originally or right through?

Mr. Burlingham: In the spring of 1908 you mean?

Mr. Guiler: Yes.

Mr. Burlingham: Answer it.

A. This committee was appointed to undo or offset as far as possible the injury done by the unfair and— 1370

Mr. Guiler: I object to that.

Mr. Spooner: He is answering your question.

Q. I asked you what ships—I asked you what lines were these fighting steamers or was this competition directed against by your committee. Against what lines and during what periods was this competition of so-called fighting steamers directed? A. Do you mean before or after the reinstatement of the committee?

Q. Before the reinstatement of the committee? A. Against some lines which were not members of the 1371 conference.

Q. I asked you what lines, the names of those lines? A. To the best of my recollection the Russian Volunteer Line and also the Russian East Asiatic.

Q. That was before the committee was reinstated? A. Yes.

Q. Was it directed then against the New York and Continental Lines also? A. To the best of my recollection that line came in later.

Q. That was then after the committee was reinstated, the competition or so-called fighting steamship

competition was directed against the New York and Continental, am I right there? A. No, sir; you use an expression to which I can not fully answer yes.

Q. What was the line against which this competition was directed after the committee was reinstated? A. That was taken before.

Q. I mean after it was reinstated, name the lines? A. Against the New York and Continental Lines to the best of my recollection.

Q. Against the Northwest Transport Company? A. That is the same company under another name.

1373 Q. And against the Uranium Line? A. The same company under another name.

Q. Were the New York and Continental Line the Northwest Transport Company and the Uranium Line, the same corporation? A. I couldn't tell you. I only know that the same ships were sailing in their service these three times.

Q. Were they all sailing at the same time during this whole time? A. No; one after the other.

Q. I mean were the same ships sailing for the separate companies, or the different named companies, during all of this period; you have spoken of the same ships as having sailed? A. They may have added a steamer or they may have taken off a steamer.

1374 Q. But substantially they were the same ships that were sailing all of this time? A. To the best of my recollection, yes.

Q. What steamers did your committee from time to time direct to run against these various lines? A. Not direct; suggest you mean?

Q. Suggest. Well, what steamers did you suggest to run against these various lines? A. That depended on the circumstances or the conditions.

Q. Don't you remember, can't you give us the names of some of the steamers? A. I remember that one steamer of our lines was suggested, the steamer Noordam.

1375

Q. Do you remember the names of any other steamers which were suggested by your committee to sail against the steamers of these various lines? A. I know various steamers were selected, but I don't recollect exactly what steamers they were.

Q. Was the Vaterland ever selected? A. It may have been.

Q. Your recollection is that it was, isn't it? A. Not exactly; it is possible; I will not deny that it was so.

Q. Supposing that these steamers of the competing lines, were stated to sail on a particular date, at what time did you suggest that your steamer should sail? 1376
A. Generally the steamer sailed on the same dates.

Q. And about the same time? A. That was immaterial.

Q. And did you suggest that the rates of sailing of those steamers should be about the same as the rates of the competing steamers? A. The same or higher.

Q. There are many cases, however, where it was the same, are there not? A. No; not always.

Q. But substantially most of them were about the same? A. No; not to my recollection.

Q. Was there ever a case where you cut under the rate of the other steamer? A. No, never.

Q. Did you have power on various occasions to 1377
cut under the rate of the other steamers if circumstances so required? A. We did not have power; we only could make suggestions.

Q. Did you ever suggest that the rate of the competing steamers be cut under? A. Not to my remembrance.

Q. But you are positive that it was never cut under, are you? A. As far as I recollect it was never cut below the rate of the other steamer.

Q. Did your committee at that time suggest that the Graf Waldersee of the Hamburg-American Line

1378 *Anne C. H. Nyland*

should sail on January 15th, 1910, against the steamship Uranium of the Northwest Transport Line at the same rate as the—

Q. No, at $24? A. It is possible; I don't remember.

Q. I show you this circular here marked Hamburg American Line and dated January 8th, 1910, and ask you whether your committee suggested a rate of $24 on that sailing of the Graf Waldersee at or about that date? A. It may have been.

Q. Was it; have you seen that circular before? A.
1379 Very likely.

Q. You have seen it? A. Very likely.

Q. Don't you remember that you have seen it? A. This same circular? No, sir.

Q. Not the same one, but one similar to it? A. I don't remember, but it is very likely.

Q. Is that the regular form issued by the— A. May I explain; I may have been absent from the city when that occurred and very likely as it occurred in January; I usually am on a business trip in January, so very likely I did not see that circular.

Q. You know from looking at that circular that that boat did sail on that date, don't you, and from your recollection? A. According to the circular that
1380 steamer should have sailed on that date, yes.

Q. You remember that she did, don't you? A. No, sir.

Mr. Guiler: I offer the circular in evidence. Marked Petitioner's Exhibit No. 84.

Q. What was the rate at which tickets were offered to the public under that circular? A. It must have been $24.

Q. Was that the regular rate for those steamers? A. I could not say off-hand.

1381

Q. I show you that again and ask you whether on looking at that it refreshes your memory as to whether that was the regular or reduced rate for that sailing? A. The circular states it was a reduced rate, so it must have been.

Q. The regular rate was much in excess of that, wasn't it? A. Very likely, sir.

Q. Don't you know? A. No. Do you think I would remember every matter two years ago?

Q. No, I asked you do you remember? A. No, sir, I do not.

Q. Don't you know that the regular rate was about $35? A. It may have been. 1382

Q. What is your best recollection as to those rates? A. The only thing which I may say for sure is that it was according to this circular higher than $24.

Q. I show you a circular headed "Hamburg-Amerika Line," without date, and advertising a sailing of steamers for Hamburg, January 15th, 1910, at 9 A. M., and ask you whether those were the regular rates for the Graf Waldersee on those dates? A. Apparently, yes.

Q. Were they? A. Apparently.

Q. You know they were, don't you? A. How will I know? I am not connected with the Hamburg Amerika Line. 1383

Q. Wasn't $35 about the regular rate? A. That may have been, yes; otherwise this circular would not state it.

Mr. Burlingham: The rates are different for different steamers.

Mr. Guiler: I offer that circular in evidence.

Marked Petitioner's Exhibit No. 85.

Mr. Dorr: Is there any objection to the admission of the circulars which have been offered in evidence on the ground that the authenticity has not been sufficiently proved? Let

me put it in this way: Is there any objection to the admission of these circulars on the ground that they are not genuine circulars issued by the Hamburg-Amerika Line as advertisements to induce the purchase of steerage transportation by the steamer Graf Waldersee?

Mr. Spooner: You only put us to the trouble of proving that it is incorrect, but we take that; we do not object to the form of it or the authenticity of it.

1385 Mr. Dorr: May it appear on the record that the Government Exhibit No. 85 is a copy of a circular advertising the rates of the steamer Graf Waldersee, under date of January 15th, 1910, issued by the Hamburg-Amerika Line—

Mr. Spooner: It is admitted that it is a circular printed by the Hamburg-Amerika Line and issued to agents.

Mr. Dorr: For their information in dealing with the public?

Mr. Spooner: Issued to the agents.

Mr. Dorr: Is it admitted that Exhibit No. 84 is a circular of the Hamburg-Amerika Line issued by that line to its agents in regard to a

1386 certain sailing of the steamship Graf Waldersee and the steerage rates of that steamer on that sailing?

Mr. Spooner: Yes.

Q. Did your committee at any time direct or suggest that the President Lincoln of the Hamburg-Amerika Line should sail against the Northwest Transport Line's steamer Neapolitan Prince? A. I don't remember.

Q. Don't you remember that the President Lincoln did sail at the same time against a steamer of the

Northwest Transport Company? A. It is possible, but I don't remember. What date was it?

Q. I show you this paper dated January 24th, 1910, headed "Hamburg-Amerika Line," and the sailing of the President Lincoln, and ask you whether that refreshes your recollection, and ask you whether the President Lincoln sailed on the date mentioned on that paper? A. Very likely, sir.

Q. Can't you say that it did sail on that date? A. No, sir; I don't remember; it is over three years ago.

Q. Does that refresh your memory as to whether 1388
you at any time permitted the President Lincoln to sail against the Northwest Transport Line? A. It is possible, but I do not recollect.

Q. It is possible? A. It is possible.

Mr. Guiler: Do you concede, Senator, the correctness of that exhibit?

Mr. Spooner: We concede the correctness of this circular dated January 24th, 1910, the $22 rate circular.

Marked Petitioner's Exhibit No. 86.

Mr. Guiler: Is it conceded that the circular marked Hamburg-Amerika Line, without date, for the sailing of the President Lincoln, on 1389
January 29th, 1910, at 9 A. M. is correct so far as the statements therein are contained?

Mr. Spooner: It is not conceded that it is correct with reference to the steerage rate.

Mr. Guiler: It is conceded that it has been issued by the Hamburg-Amerika Line to its agents.

Mr. Spooner: We deny that it correctly gives the rate for steerage passage.

Marked Petitioner's Exhibit No. 87.

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Mr. Dorr: The Government offers in evidence as Exhibit No. 88, what purports to be a circular of the Red Star Line, New York-Antwerp service, under date of January 18th, 1910, advertising the sailing of the steamer Lapland.

Marked Petitioner's Exhibit No. 88.

Adjourned to Tuesday, June 25th, 1912, at 10:00 A. M.

1391

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and Others,
Defendants.

Before, Charles Elliott Pickett, Esq., Examiner.

1392

New York, June 25th, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by L. C. Spooner, Esq., for The Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., personally, and Walter Rogers Deuel, Esq., for Russian East Asiatic Company, *et al.*

ANNE C. H. NYLAND, recalled: 1394

Direct-examination continued by Mr. Guiler:

Q. Mr. Nyland, I ask you to look again at the letter from the Holland-Amerika Line to the Holland-Amerika Line, Rotterdam, dated May 28th, 1908, and ask you to state whose signature, or whose initial, that is signed to that letter on the left-hand side of the last page thereof? A. It is apparently my initial.

Q. That is your initial? A. Apparently, yes.

Q. Did you dictate that letter and then subsequently give it to Mr. Gips to sign, or have it sent to him in any way? A. Can I read the letter?

Q. Yes, certainly (handing witness letter).

1395

Mr. Spooner: A typewritten letter?

Mr. Guiler: Yes, one of the letters that has been offered in evidence already.

A. Yes.

Q. Who was it, Mr. Nyland, that appointed the committee of three to take up the matter of fighting steamers? A. To the best of my recollection the managers of the steamship lines.

Q. I call your attention to a part of the letter in regard to the opposition steamer being appointed by the managers or the members of the North Atlantic

and Continental Conferences, does that refresh your recollection in any way as to whether it was the American Atlantic Conference that appointed the small committee, remembering that you dictated that letter? A. You refer to the second cable which is here?

Q. Yes? A. That was a cable sent from Europe.

Q. But does it not state, and don't you remember, that members of the American Atlantic Conference had a meeting, say of the general managers and appointed this committee of three, including yourself, of which you were one? A. It is stated here.

1397 Q. I am trying to get your recollection; I am asking you was not that committee appointed at a meeting of the North Atlantic and Continental Conferences here in New York, or in the United States? A. To the best of my recollection this committee was appointed at the meeting held in consequence of these cables.

Q. In New York? A. In New York.

Q. By the American Atlantic Conference?

Mr. Spooner: Why do you lead the witness asking him by whom?

Mr. Guiler: I think he can answer that. I am asking him what he remembers with that

1398 letter in front of him.

Mr. Spencer: Ask him by whom.

Q. I will ask you by whom was this small committee appointed? A. The small committee was appointed at said meeting held in consequence of this cable.

Q. By whom? A. It is stated here by the general managers and passenger agents of the different lines.

Q. Yes, but isn't it stated in that letter that it was appointed by a majority of the members of the North Atlantic Conference and Continental Conference over on the first page, which I showed you before? A. This

cable was the cause of this meeting and at said meeting the appointment was made.

Q. And the meeting was a meeting of the North Atlantic Conference, was it not? A. Not of the North Atlantic Conference.

Q. North Atlantic and Continental Conferences? A. The members of the said conferences were both represented.

Q. They were both represented? A. Very likely represented.

Q. Do you know whether they were represented or not? A. No, sir; I don't remember the details of 1400
that meeting.

Q. What do you understand by the American Atlantic Conference; the New York, the American Atlantic Conference mentioned in that letter? A. A conference held by the Continental lines and by the British lines.

Q. By representatives of them, is that right? A. Yes.

Q. And representatives of the American Atlantic Conference were also members of the Continental Conference, were they not? A. Not all, no, sir.

Q. Not all, but some of them? A. Some of them.

Q. In the majority of cases they were, weren't 1401
they, the same persons composing the North Atlantic and the Continental Conferences? A. No, sir.

Q. The American Atlantic and Continental Conferences? A. Not at all; it may be in some cases.

Q. You were selected as a member of that small committee, were you not, at that meeting which is mentioned there? A. Yes.

Q. And took up your duties as such member of that committee, did you not? A. Yes.

Q. Now, according to the letter which I have shown you, did you proceed to take up the matter of regulating the agents which was mentioned in that let-

1402 *Anne C. H. Nyland*

ter, according to instructions in the cable; I will show you further on in the letter where the agency matter is taken up; now, did you proceed to take that up, for instance, the Zotti case? A. In what way do you mean, sir?

Q. I say, it was part of your duties as a member of that conference and as a member of that committee to take up the matter of the discipline of agents, was it not?

Mr. Beers: We object to that as leading. Do you press the question in that form?

1403 Mr. Guiler: Yes, I think I do. I think it has been clearly shown in this matter the witness is identified with and he has had a number of things to do with the matters charged in this bill, and he is fully identified with them and at our last meeting here showed that he was an adverse witness, a hostile witness, and therefore I should think and I insist that we are allowed to cross-examine this witness if we so desire, and to ask the witness leading questions.

Mr. Bullowa: I object on the ground that it is not within the pleadings and he is not a

1404 hostile witness to us, because there is no charge in the complaint that at that time we were a member of any conference.

Mr. Guiler: I can simplify this matter by having a general objection to these questions put down.

Mr. Beers: I understand all of this testimony is taken subject to the stipulation which was entered into at an earlier hearing, but that stipulation did not extend to the form of questions?

1405

Mr. Bullowa: I don't see how we can possibly waive objections to the form of the question.

Mr. Guiler: Put your objections on the record and have them apply to these questions as leading.

Mr. Bullowa: We must object to every question so as to give the Government an opportunity to correct its questions.

Mr. Spooner: I want to suggest that the presumption is that a witness who takes an oath to tell the truth is an honest witness, and whether he is an unwilling witness or not his answers are put on the record.

1406

Mr. Guiler: Where he is in substantially the position of a defendant and has been called upon to testify. This witness has shown his unwillingness and we are entitled to ask him leading questions or cross-examine him if we should so wish.

Q. (Question read.) A. Not especially so.

Q. But it was your duty to do so, was it not; to a certain extent? A. Not as a member of that committee.

Q. As a member of the conference? A. Of the conference, that is a different matter.

1407

Q. The committee was especially appointed to take up the matter of fighting steamers, was it not, or opposition steamers? A. That was the object.

Mr. Spooner: He put you in the attitude of saying that was done by the conference, did you say that?

The Witness: No.

Q. And the committee proceeded to take up its duties in regard to these fighting steamers, did it not? A. Yes, sir.

1408 Q. I show you part of this—I ask you what lines particularly were the fighting steamers directed against?

Mr. Burlingham: When?

Mr. Guiler: In 1908.

Mr. Burlingham: He answered that the other day; but go on, Mr. Nyland.

The Witness: I have testified to that before.

Q. I ask you to answer my question? A. Against the Russian East Asiatic, the Russian Volunteer and the New York and Continental lines.

1409 Q. How about the Uranium Line? A. The Uranium Line is another name for the New York and Continental Line.

Q. But it was in the same position as regards the small committee as the other lines which you have mentioned, was it not?

Mr. Bradley: He says it is the same line with another name.

Q. Were the New York Continental and the Uranium running at the same time? A. No, sir.

Q. One succeeded the other, did it not? A. The Uranium did not succeed the New York and Con-

1410 tinental Line.

Q. It came later on in matter of time, did it not, than the New York and Continental Line? A. To the best of my recollection the New York and Continental Line was succeeded by the Northwest Transport Line and the Northwest Transport Line was succeeded by the Uranium Line.

Q. But your duties as a member of the committee applied to all those lines, did it not? A. At what particular time?

Q. I say your duties during, we will say, 1908 and 1909, or thereabout, applied to all the lines which

you have mentioned? A. Only three lines I have mentioned. 1411

Q. They did not apply to the Uranium Line? A. They did not exist at that time to the best of my recollection.

Q. But you were a member of the committee when the competition was directed against the Uranium Line, were you not? A. Can you give me the date? I may know then.

Q. I ask you if you recollect whether or not as a member of the committee you directed or suggested competition against the Uranium Line at any time— the Uranium Line, I understand, lasted only a few years? A. I believe I was a member of the committee. 1412

Q. Now, the rates which were to be charged by the competing steamers suggested by the small committee were to be the same or less, were they not, than the rates charged by the competing steamers? A. What do you call a competing steamer? The steamers of the Atlantic—

Q. I will say the fighting steamers? A. The steamers appointed by the small committee?

Q. Yes. (Question read.)

Mr. Beers: Objected to as leading. 1413

A. The rates quoted by the so-called fighting steamers were never less.

Q. Were never less than those of the Northwest Transport Company or other competing lines? A. Never less.

Q. They could be less, could they not? A. But they were not.

Q. You had authority to make them less, did you not? A. They were not.

Q. I say you had authority to make them less if you so desired, as a member of that small committee? A. I don't believe that our authority went that far.

1414 *Anne C. H. Nyland*

Q. I say, did you have authority to make them—

Mr. Burlingham: He has answered.

A. I don't believe that our authority went that far.

Q. Will you kindly look at that letter dated May 28th, 1908, Petitioner's Exhibit No. 27, and I ask you whether the cable which you received from Mr. Peters states that you could charge less, the same or less than the rates which the Northwest Transport Company or the other competing lines charged?

1415 Mr. Burlingham: Objected to as assuming that he received a cablegram from Peters, because he did not, and upon the further ground that the letter speaks for itself; he cannot be asked what it means, or what it states.

Q. Received by the Holland-Amerika Line.

Mr. Burlingham: I don't think they received it. There is nothing to show they received it.

Mr. Guiler: There is this letter to show; the cable is copied into the letter which he dictated.

Q. I ask you to look at that and tell me whether
1416 you could charge less or the same rates which the competing steamers or opposition steamers could charge? A. We followed the instructions from our home office and not from Mr. Peters.

Q. I ask you if this refreshes your recollection in regard to whether you were allowed to charge more or less, or rather less, than the competing steamers; this quotation from the letter which you have stated you dictated (reading); do you not recollect that you could charge the same or a lower rate than the outside lines? A. I call your attention, sir, to the beginning of this letter. I have answered your ques-

tion. We obey the instructions from the home office; that is not an instruction from the home office.

Q. That was an instruction from Mr. Peters, was it not? A. Mr. Peters could not give us any instructions.

Q. I say this is a cable from Mr. Peters which you have quoted here? A. Yes.

Q. And you have advised me already that you followed the instructions in that cable, did you not? A. I said we followed the instructions where the meeting is concerned resulting from said cable.

Q. That cable shows you, does it not, that you 1418
had authority to charge less than the rates charged by the competing steamers? A. This cable, that is only a repetition of a cable received from Peters.

Q. I ask you cannot you answer that question (question read)? A. What Mr. Peters had authority to give us—

Q. Cannot you answer that question? A. That is the answer, sir; that is the point to be decided, whether Peters could give instructions to us.

Q. I asked you whether you had authority or not to do so on that cable from Peters? A. Who is Mr. Peters?

Q. I ask you who Peters is? A. According to 1419
my recollection, or from hearsay, I understand Mr. Peters to be a secretary in Europe.

Q. Secretary of what in Europe? A. Of the N. D. L. V. and as such he has no authority to instruct us or any line in America.

Q. The N. D. L. V. is composed of the Hamburg-American Line and the Holland-Amerika Line and the Red Star Line and the North German Lloyd, is it not? A. Yes.

Q. And your lines was a member of the N. D. L. V., was it not? A. According to information, yes.

1420 *Anne C. H. Nyland*

Q. And therefore, Peters had authority to instruct you, had he not? A. No, sir.

Mr. Spooner: That is objected to.

Mr. Beers: That is objected to as cross-examination.

Mr. Bullowa: That is objected to.

Q. As secretary of the N. D. L. V.?

Mr. Burlingham: I object further on the ground that there is nothing in the proof to show that Mr. Peters ever telegraphed or
1421 cabled to the Holland-Amerika Line, and the letter to which counsel refers contains no such statement. It does not say any cablegram was received by the Holland-Amerika Line from Peters. Probably it was received by the Holland-Amerika Line, probably it was not, and probably it was received by the conference.

Q. You had that cablegram in your possession at the time you wrote that letter, did you not? A. No, sir.

Q. Or a copy of that cablegram? A. It may have been a copy.

Q. And you dictated from that copy, did you not?
1422 A. Very likely.

Q. And you were in the employ of the Holland-Amerika Line at that time? A. Yes.

Q. Now, again I will ask you whether or not you had the right to charge lower rates than the competing lines?

Mr. Burlingham: Objected to on the ground that the witness has twice answered that he did not; that he took his orders from the Holland-Amerika Line, the home office.

Mr. Guiler: He has not answered that question yet, and I would like to have an answer from him.

Mr. Burlingham: Read the question and let the witness answer for the third time.

Q. (Question read.) A. I can't answer the question the way you put it, because it is impossible to answer this question.

Q. I want an answer to that question, and I think it can be answered? A. I don't think I can answer the question the way you put the question.

1424

Mr. Spooner: He has stated that the only authority the different lines recognize was a cablegram from the home office. He says they did not recognize Mr. Peters; he has said that repeatedly and that is an answer to your question.

Mr. Guiler: I don't think it is an answer; he has not answered my question yet, although I have asked it three times.

Mr. Spooner: Try it again.

Q. Did you have authority from any source to put in the same rate as the competing steamers? A. That is the same question, sir, which I cannot answer in 1425
the way you ask it.

Q. I think you can answer it.

Mr. Spooner: That is not the same question. He says did you have authority to make the rates the same as the competing steamers, from any source.

A. We had authority from the general managers of the lines here to form a small committee and to suggest steamers and rates.

Q. And you did suggest steamers and rates, didn't you? A. Yes.

1426 *Anne C. H. Nyland*

Q. Do you remember any time when you ever suggested a less rate than the rate of the competing line? A. No, sir, never.

Q. Did you ever suggest such a rate, or was ever such a rate adopted by any of the lines pursuant to your suggestion? A. Not to my recollection.

Q. You are absolutely sure of that, are you, that you never suggested a lower rate or a lower rate was never adopted by you? A. I was not always a member of that committee.

Q. Or by that committee? A. I don't know.

1427 Mr. Burlingham: He says he was not always a member of that committee.

Q. Then you cannot say from your own knowledge whether a less rate was suggested or was not than those of the competing steamers? A. I know by my own knowledge that no lower rate was ever suggested.

Q. I here show you the rate of the President Lincoln, or rather, show you a circular issued by the Hamburg-American Line, under date of January 24th, 1910, where it appears—which has already been put in evidence—where it appears that a rate of $22, less $2 commission are suggested (referring to Exhibit No. 86)? A. Yes.

1428 Mr. Burlingham: Against what steamer was that?

Mr. Guiler: The President Lincoln against the Neapolitan Prince, sailing January 29th, 1910.

Q. That rate mentioned in that circular was suggested by the small committee, was it not? A. Possibly.

Q. And the rate for the President Grant sailing on February 5th, 1910, of $22, less $2 commission, the circular being dated January 31st, 1910, was suggested

by your committee or some member thereof, was it not? A. Apparently, yes.

Circular marked Petitioner's Exhibit No. 89.

Circular regarding steamer President Grant marked Petitioner's Exhibit No. 90.

Mr. Burlingham: What steamer was that against?

Mr. Guiler: That was against the Sicilian Prince.

Mr. Burlingham: What was the steamer selected?

Mr. Guiler: The President Grant. 1430

Q. Now, Mr. Nyland, did you in the course of your duties ever aid, any more than suggest, that these steamships be chosen as fighting ships; did you ever select any of them? A. We suggested steamers.

Q. Did you not do more than suggest; did you not select at times the various steamers? A. As long as I was a member of this committee I suggested only.

Q. You are sure that under no circumstances you selected a fighting steamer?

Mr. Spooner: Do you mean to draw his attention to the selecting of a particular ship or directing of a particular ship? 1431

Mr. Guiler: Yes, he made the distinction.

Mr. Spooner: I don't know that he does.

Mr. Burlingham: Select is the word you are emphasizing now?

Mr. Guiler: Yes.

A. I never selected a steamer as a member of that committee.

Q. Did your committee select a steamer while you were a member of it? A. Not to my recollection.

Q. I show you a letter dated June 5th, 1908, and ask you whether the initial N at the end of that let-

1432 *Anne C. H. Nyland*

ter of June 5th, 1908, from the Holland-Amerika Line, New York, to the Holland-Amerika Line, Rotterdam, is your initial, and whether you wrote that N upon that letter? A. Apparently, yes.

Q. And that letter was dictated by you, was it not? A. Possibly, yes.

Q. The letter was dictated by you when your initial N appears on it? A. No, not necessarily.

Q. It was read over by you before being sent out? A. It was read over, yes.

Mr. Guiler: I offer that letter in evidence.

1433 Mr. Beers: Objected to as incompetent and immaterial.

Received as Exhibit No. 91.

Q. Now, looking at that letter, Mr. Nyland, it appears in that letter that you selected the steamer Nieuw Amsterdam, as a fighting steamer, against the Petersburg; does that refresh your recollection as to whether you selected the Nieuw Amsterdam to run against the Petersburg, or whether you merely suggested it? A. Apparently the Nieuw Amsterdam was suggested and became a fighting steamer.

Q. I say it was selected, was it not, according to this letter?

1434

Mr. Burlingham: By whom?

Mr. Guiler: By the committee.

Q. Now, I show you letter dated June 9th, 1908, and ask you—letter from the Holland-Amerika Line to the Holland-Amerika Line, Amsterdam—whether the initial N on that letter, appearing at the bottom of that letter, was written by you? A. Apparently, yes.

Q. And that letter was dictated by you, was it not? A. Apparently.

Mr. Guiler: I offer the letter of June 9th, 1908, in evidence.

Mr. Beers: Same objection.

Marked Petitioner's Exhibit No. 92.

1435

Q. In this letter you state that the Finland of the Red Star Line carried 1,305 passengers last week against 321 on the Volturno; now, I ask you whether when a fighting steamer was selected if there was any excess passengers on the so-called fighting steamer they were transferred to the steamer which was sailing nearest that date on your own or other lines in the conference? A. To the best of my recollection, yes.

1436

Q. And so the other lines which carried those passengers were allowed a certain compensating rate, were they not, by the conference for carrying those passengers? A. Not to my personal knowledge.

Q. But at this particular time, according to this letter; I ask you to look at the letter, the second paragraph thereof, and ask you whether that refreshes your recollection as to the reason for transferring those passengers to the Oceanic rather than to some other line in the conference? A. The Red Star Line can answer that question.

Q. You wrote the letter, did you not? A. It simply states—

1437

Q. What is stated in there is correct, is it not, as you wrote it? A. Very likely, yes.

Q. Can you tell me what is meant by the statement according to the pool figures—what is meant by the words "pool figures"? A. I presume that stands for the numbers carried.

Q. Numbers carried by the vessels, members of the conference? A. Partly.

Q. What does it mean if it does not mean carried by the members of the conference?

Mr. Spooner: That is cross-examination, which is objectionable, I think.

A. We never had a pool in the conference.

Q. I ask you whether the words "pool figures" do not refer to the conference figures? A. What do you call conference figures?

Q. I am asking you; you are not asking me; you may get your turn later on? A. I do not understand that expression, sir.

Q. You wrote that expression without understanding what it meant, did you; I ask you if you wrote
1439 those words according to the pool figures—

Q. I must have been informed that the English lines had carried less passengers than they should have done.

Q. The English lines were—what English lines? A. Did I not mention them there?

Q. I show you the letter (handing witness letter)? A. No, the English lines is a general expression.

Q. What English lines; don't you know what they were or don't you know what you were writing about here when you wrote the letter? A. The English lines that run from England to New York or to America may have been carrying less passengers than they
1440 should.

Q. What English lines were you talking about when you wrote the letter? A. The lines between England and America.

Q. You meant the English lines in the pool, don't you? A. Very likely I meant that, yes.

Q. Now, those English lines which were in the pool, were the English lines which were in the conference, were they not?

Mr. Bullowa: What conference?

Mr. Guiler: Any conference.

1441

A. Yes.

Q. Were there regular pool figures made up, pool reports of figures made to your line in New York? A. That may have been, I don't know.

Q. You had the pool figures in your possession at the time you wrote this letter, did you not? A. It may have been.

Q. You say according to the pool figures; what do you mean by that? A. I may have been informed of the pool figures.

Q. What informed you of them at that particular time that you were writing? A. Will you please explain that question; I don't understand it; what informed me?

1442

Q. What or who informed you in regard to the pool figures at the time you were writing; whether you had a paper before you or whether you were told by some one else? A. I don't remember.

Q. But, at any rate, you got the pool figures in some way or other at that time? A. I may have been informed about the pool figures.

Q. Was there not a periodic report sent into your office in regard to whether the various pool lines had the quota or not of passengers which they had to carry? A. I don't know about that.

1443

Q. You don't know? A. Whether a periodical report was sent to me.

Q. To the Holland-Amerika Line? A. I couldn't answer that question, sir.

Q. Would you yourself ever receive the periodic report of the standing of the various lines in the pool? A. I may have seen such a report from time to time.

Mr. Burlingham: We will admit it was received by the line, but by the witness is a different thing; he is not the Holland-Amerika Line or the head of it.

1444

Mr. Guiler: He is a good part of it.

Mr. Crim: Do you admit the Holland-Amerika Line receives its quota under or over?

Mr. Burlingham: I think I can admit that; I will ask the head down there and find out and let you know.

Q. You say you did receive accounts, didn't you, periodically? A. I may have been informed about the pool figures.

Q. And as a general rule you had them at hand in your possession, did you not, where you could refer

1445 to them? A. No.

Q. At any rate, occasionally these pool figures were sent to you, were they not? A. Not to me; I may have had them occasionally, but they were never sent to me; never.

Q. You had them occasionally? A. Occasionally I may have had some of these figures, yes.

Q. In this particular letter that I show you you refer to the fact that the Russian Volunteer Fleet would discontinue the sailings of their vessel for some time; you were interested in whether the Russian Volunteer Line discontinued or not, were you? A. Yes, as far as I can be interested in it, as passenger agent of

1446 the line.

Q. And your line was interested in it, wasn't it? A. Maybe.

Q. In as much as it was a competing line of your line and you kept track of it, did you not, as to whether it was running or whether it was not running? A. Yes.

Q. Now, I show you letter dated June 12th, 1908, and ask you whether the initial N on there was signed by you and the letter dictated by you in the ordinary way; that is from the Holland-Amerika Line, New York, to the Holland-Amerika Line, Rotterdam? A. Apparently, yes.

Mr. Guiler: I offer this in evidence.

Mr. Beers: I renew the objection to these Holland-Amerika letters—they are incompetent and irrelevant and not binding on the other defendants.

Marked Petitioner's Exhibit No. 93.

Q. You were a member of the committee which selected the Noordam therein mentioned? A. I do not know, sir.

Q. But the committee, as you knew—or does this refresh your recollection as to whether the Noordam was selected to sail against the Rossia at that par- 1448
ticular time? A. According to the letter, yes.

Q. Do you remember whether it was or not? A. No, sir, I do not.

Q. Do you recollect whether you had anything to do with fixing the rate of $22 upon that particular sailing? A. If I was a member of the committee I very likely had something to do with it.

Q. You wrote the letter, didn't you? A. But it does not say that I made that rate.

Q. I say you wrote the letter? A. Yes.

Q. And you had the information at that time, had you not, that that was the rate fixed? A. Yes.

Mr. Guiler: I also offer letter dated June 1449
23rd, 1908, Rotterdam, Holland-Amerika Line, to the Holland-Amerika Line, which is in reply to the letter which I have already offered in regard to the sailing of these steamers.

Mr. Beers: Can it not be understood that these letters are all received over one objection?

Mr. Guiler: Yes; I have a number of them to offer; it will save time if the objection apply to all.

Marked Petitioner's Exhibit No. 94.

1450 *Anne C. H. Nyland*

Q. Does this letter from the Holland-Amerika Line, New York, dated June 26th, 1906, to the Holland-Amerika Line, Rotterdam, refresh your recollection as to whether or not the Noordam was selected by the small committee as a fighting steamer against the Rossia? A. Yes, this steamer has been selected as a fighting ship.

Q. And in the same letter that the Friederich Wilhelm was also selected as a fighting steamer against the Rossia? A. Apparently, yes.

Mr. Guiler: I offer the letter in evidence.

1451 Marked Petitioner's Exhibit No. 95.

In order to simplify matters I will go through these and give the dates of them.

I offer in evidence letterpress copy dated July 17th, 1908.

Marked Petitioner's Exhibit No. 96.

I offer in evidence letterpress copy dated July 20th, 1908.

Marked Petitioner's Exhibit No. 97.

I offer in evidence letterpress copy dated July 24th, 1908.

Marked Petitioner's Exhibit No. 98.

I offer in evidence letterpress copy dated

1452 August 18th, 1908.

Marked Petitioner's Exhibit No. 99.

I offer in evidence letter dated July 29th, 1908, original letter from the Holland-Amerika Line, Rotterdam, to the Holland-Amerika Line, New York.

Marked Petitioner's Exhibit No. 100.

I offer in evidence letterpress copy dated August 21st, 1908.

Marked Petitioner's Exhibit No. 101.

I offer in evidence letterpress copy dated September 4th, 1908.

Marked Petitioner's Exhibit No. 102. 1453

I offer in evidence letterpress copy dated October 16th, 1908.

Marked Petitioner's Exhibit No. 103.

I offer in evidence letterpress copy dated March 29th, 1909.

Marked Petitioner's Exhibit No. 104.

I offer in evidence letterpress copy dated March 16th, 1909.

Marked Petitioner's Exhibit No. 105.

I offer in evidence letterpress copy dated April 16th, 1909.

Marked Petitioner's Exhibit No. 106.

I offer in evidence letterpress copy dated 1454
April 27th, 1909.

Marked Petitioner's Exhibit No. 107.

I offer in evidence letter dated April 26th, 1909.

Marked Petitioner's Exhibit No. 108.

I offer in evidence letterpress copy dated May 14th, 1909.

Marked Petitioner's Exhibit No. 109.

I offer in evidence letterpress copy dated November 12th, 1901.

Marked Petitioner's Exhibit No. 110.

I offer in evidence letterpress copy dated May 20th, 1909.

Marked Petitioner's Exhibit No. 111. 1455

I offer in evidence letterpress copy dated May 24th, 1909.

Marked Petitioner's Exhibit No. 112.

I offer in evidence letterpress copy dated June 4th, 1909.

Marked Petitioner's Exhibit No. 113.

I offer in evidence letterpress copy dated June 11th, 1909.

Marked Petitioner's Exhibit No. 114.

I offer in evidence letterpress copy dated June 18th, 1909.

1456 Marked Petitioner's Exhibit No. 115.

I offer in evidence letterpress copy dated June 25th, 1909.

Marked Petitioner's Exhibit No. 116.

I offer in evidence letterpress copy dated July 9th, 1909.

Marked Petitioner's Exhibit No. 117.

I offer in evidence letterpress copy dated July 23rd, 1909.

Marked Petitioner's Exhibit No. 118.

I offer in evidence letter dated July 20th, 1909.

Marked Petitioners' Exhibit No. 119.

1457 I offer in evidence letterpress copy dated August 3rd, 1909.

Marked Petitioner's Exhibit No. 120.

I offer in evidence letterpress copy dated August 17th, 1909.

Marked Petitioner's Exhibit No. 121.

I offer in evidence letter dated August 25th, 1909.

Marked Petitioner's Exhibit No. 122.

I offer in evidence letterpress copy dated September 23rd, 1909.

Marked Petitioner's Exhibit No. 123.

I offer in evidence letterpress copy dated October 8th, 1909.

1458 Marked Petitioner's Exhibit No. 124.

I offer in evidence letter dated October 6th, 1909.

Marked Petitioner's Exhibit No. 125.

I offer in evidence letterpress copy dated November 5th, 1909.

Marked Petitioner's Exhibit No. 126.

I offer in evidence letter dated October 25th, 1909.

Marked Petitioner's Exhibit No. 127.

I offer in evidence letterpress copy dated June 22nd, 1906.

Marked Petitioner's Exhibit No. 128. 1459

I offer in evidence letterpress copy dated June 30th, 1906.

Marked Petitioner's Exhibit No. 129.

I offer in evidence letter dated July 3rd, 1906.

Marked Petitioner's Exhibit No. 130.

I offer in evidence letterpress copy dated July 12th, 1906.

Marked Petitioner's Exhibit No. 131.

I offer in evidence letterpress copy dated July 17th, 1906.

Marked Petitioner's Exhibit No. 132.

I offer in evidence letterpress copy dated November 5th, 1906. 1460

Marked Petitioner's Exhibit No. 133.

I offer in evidence letterpress copy dated May 10th, 1907.

Marked Petitioner's Exhibit No. 134.

I offer in evidence letterpress copy dated June 21st, 1907.

Marked Petitioner's Exhibit No. 135.

I offer in evidence letterpress copy dated September 13th, 1907.

Marked Petitioner's Exhibit No. 136.

I offer in evidence letter dated February 22nd, 1908.

Marked Petitioner's Exhibit No. 137. 1461

I offer in evidence letter dated March 23rd, 1908.

Marked Petitioner's Exhibit No. 138.

I offer in evidence letter dated March 25th, 1908.

Marked Petitioner's Exhibit No. 139.

Mr. Dorr: All these letters offered in the letterpress copy books, if there is any question about their authenticity, if you wish to reserve that, I have no objection if you call it specifically to our attention. Of course, if there is

any serious question about their authenticity and you can satisfy us that it is not genuine, that is a different matter.

Mr. Spooner: They go in under the general objection, subject to stipulation.

Mr. Dorr: Yes, sir; the objection of incompetency in the light of proof of authenticity.

It is understood the objection of incompetency applies to all these letters, Exhibits 93 to 139 inclusive.

1463 By Mr. Guiler:

Q. How were the provisions of Agreement "AA" of February, 1908, carried out, where one line was plus and the other minus in the pool? A. I have no knowledge of that, sir.

Q. You have no knowledge as to whether compensation was made to the lines which were plus or minus in the pool? A. No, sir.

Q. Or whether arrangements for compensation was made by the other line? A. No, sir.

Q. Have you ever talked with anybody in your line in regard to compensation matters? A. I may have done so.

1464 Q. Have you heard the provision for compensating the various lines which were either plus or minus in the pool and had not their proper quota? A. You mean passengers or money?

Mr. Burlingham: Money or passengers?

Q. I will say according to Agreement "AA," or amendments thereto? A. I have no knowledge.

Q. Have you discussed with Mr. Gips, the passenger agent of the line?

Mr. Spooner: That is improper and I object to it.

Q. (Continuing.) The managing agent of the line?

Mr. Spooner: That is objected to.

(Mr. Dorr in conversation with one of the defendants.)

Mr. Burlingham: Are you going to try to prove an admission of Gips?

Mr. Dorr: Certainly.

Mr. Burlingham: That is a poor way to do it.

Mr. Dorr: He did not write everything, Mr. Burlingham, he wrote most of the things.

Mr. Guiler: Will you read the question.

Q. (Question read.) A. I may have done so. 1466

Q. Did you do it? A. I know we had a discussion now and then in regard to pool matters.

Q. I am asking in regard to compensation? A. I do not remember the particular subject.

Q. But you do remember that it was discussed, compensation matters at one time?

Mr. Spooner: He didn't say that.

A. It may have been so.

Mr. Guiler: He says it may have been so.

Mr. Spooner: He says so now in answer to your question.

1467

Q. I asked you if you did so? A. About a particular compensation or about a particular time?

Q. Well, I asked you if you did know? A. In a general way I discussed it with Mr. Gips.

Q. And you have discussed the compensation price for particular years, have you not?

Mr. Burlingham: Objected to as leading and not founded on any statement he has made, and as incompetent.

Mr. Guiler: He has not made many statements.

1468 A. It may have been, I do not remember.

Q. You know that a certain compensation price was fixed every year, do you not? A. I heard about it; yes, sir.

Q. Well, you know it, do you not? A. No, sir; I don't.

Q. You know it was fixed at one hundred marks some years and one hundred and ten other years? A. I have no personal knowledge of that matter. I may have been informed but I don't know anything about it.

1469 Q. Did you ever have any conversation with Mr. Gips or with members of the small committee as to the compensation for the various fighting steamers?

Mr. Spooner: I renew my objection. It seems to me this whole line of questions is improper.

A. It may have been so.

Q. Was it not so? A. I presume I had a conversation on that point.

Q. You had a conversation? A. I presume I had a conversation on that point with members of the small committee.

Q. Well, did you have it? A. Can you give me
1470 any special date or any time?

Q. I asked you if you had ever had a conversation of that kind? A. I am sorry to say I must answer I do not remember, unless you specify a time or date, or when.

Q. Well, then you don't remember anything about it, is that the idea? A. If you ask the question this way, I am sorry to say I do not remember.

Q. Never mind; I asked you a question as to whether you remember? A. In a general way I had a conversation with members of the small committee on that matter.

Q. What was the conversation? A. I do not recollect the details, it is over two years or three years ago.

Q. Were arrangements from time to time made as to compensating the fighting steamers? A. I don't know, sir.

Q. Did you discuss such arrangements with members of the committee? A. I gave you the answer to that question, I may have discussed from time to time with members of the small committee, but to give you details, I cannot.

Q. Your memory reaches back to this, then you did discuss it? A. I have a vague impression I did; yes, sir. 1472

Q. What were the arrangements that you discussed? A. I could not tell you sir.

Q. You do not remember the basis of the arrangement for compensation? A. As I said before I have no personal knowledge on this matter; all I know is only by hearsay.

Q. Who did you hear it from? A. I could not say that; I might have heard from different parties.

Q. What party did you hear it from? A. That is what I don't remember, sir, who told me about this, it may have been Mr. Gips.

Q. Was it not Mr. Gips? A. I couldn't tell you; it may have been somebody else. 1473

Q. Who could it have been? A. One of the other members of the small committee.

Q. One of the other members of the small committee? A. Maybe, I don't know.

Q. Who else? A. I don't know, sir.

Q. Did you hear it from Mr. Sandford, did you discuss it with Mr. Sandford? A. I do not remember having discussed the matter with Mr. Sandford.

Q. Then you cannot mention any one in particular? A. I mentioned Mr. Gips.

1474 Q. Outside of Mr. Gips, you cannot mention any one with whom you discussed the matter? A. The members of the small committee.

Q. Outside of those four, or rather three? A. There are more than that.

Q. You think there are no more than that? A. No; more than three members of the small committee.

Q. Cannot you recall now any one that you have discussed it with? A. I remember I have discussed it with Mr. Gips.

1475 Q. Then you remember the subject of your conversation with Mr. Gips at that time? A. No, sir.

CROSS-EXAMINATION by Mr. Burlingham:

Q. Mr. Nyland, it was in May, 1908, that you were made a member of this committee? A. I presume it was, sir.

Q. Did I understand you correctly to say that it was the managing agent of your line that notified you that you were a member of the committee, or was it some one else? A. I stated that I was appointed at the meeting held by the general managers and passenger agents of the lines, according to my

1476 recollection.

Q. How many other members were there of the committee? A. There were three members.

Q. Who were the original members? A. It was Mr. Winter, Mr. Farley and myself.

Q. Mr. Winter of the North German Lloyd? A. Yes.

Q. And Mr. Farley of the International? A. Yes, sir.

Q. And how long did you serve on the committee? A. I think one month.

1477

Q. Now, just describe in your own way briefly what they did? A. The committee; you want me to explain?

Q. Yes. A. The committee was appointed for the purpose of doing away with the unfair and demoralized competition, brought about by outside lines, and in order to do away with the injury done as far as possible, they selected or rather suggested the steamer to run on or about the same date as the other steamer and made such a rate for such steamer as to be able to accomplish the purpose.

Q. To whom did the committee suggest the particular steamer? A. To the men who owned that steamer. 1478

Q. For instance, if the President Lincoln was suggested or selected by the committee, who was notified of that fact? A. Hamburg-American Line.

Q. Who suggested the rate? A. Those three members fixed and then came to a conclusion that a certain rate would be justified.

Q. Was the sailing date of the selected steamer changed? A. Never

Q. Was the rate suggested ever less than the rate of the outside steamer? A. No, sir.

Q. Now what do you base that statement on; you say so with great positiveness? 1479

Mr. Dorr: I assume he bases it on his knowledge.

Q. Is it based on your knowledge? A. Yes, sir.

Q. There were a large number of agents, were there not, of the line? A. Yes, sir.

Q. And circulars were issued to each of these agents, were they? A. You mean by our company?

Q. Yes? A. Yes, sir.

Q. And were those confidential circulars or a matter of common knowledge? A. Confidential for agents; they were not meant for the general public.

Q. And I notice in some of those offered in evidence by the District Attorney the other day, that the rate was stated and the commission was stated? A. Yes, sir.

Q. Was that usual? A. Yes.

Q. What was the commission? A. Two dollars.

Q. Was it ever more? A. Never more; no, sir.

Q. You are quite sure of that? A. Yes, sir.

Q. So that if the rate was fixed at $25 and the commission was $2, the public paid $25 and the agent took $2? A. Yes, sir.

1481 Mr. Dorr: I object to that unless the witness was present at the various sales to the public. No objection to his testifying what the different rates to the public were. I move to strike the answer out as not responsive.

Q. Do you know what the commissions of the North West Transport Line were? A. Yes, sir.

Q. What were they? A. Any amount up to $4 or $5.

Mr. Dorr: I would like to object and ask the Court to cross-examine the witness as to his knowledge of the commissions paid by a
1482 line with which he was not an officer or an employee. Please note that the United States Attorney was not permitted preliminary cross-examination to test the witness's knowledge before he was asked the question.

Mr. Burlingham: Is he your witness or not?

Mr. Dorr: He is a hostile witness.

Mr. Burlingham: For the reason I am asking the source of his knowledge now.

Q. How do you know that the commissions ran up to four and five dollars? A. An agent, an employee of the line told me.

1483

Mr. Dorr: I ask that that be stricken out as absolutely hearsay.

Q. Have you any other source of knowledge than what was told you?

Mr. Dorr: Does the defendant consent that that be stricken out.

Mr. Burlingham: No, not at all.

Q. Have you any other source of knowledge than what was told you by the agent? A. In regard to commissions or rates?

1484

Q. Commissions allowed? A. I heard it from a man in the steamship business, passenger agent business.

Q. Well, have you ever seen the advertised rates of the North West Transport Line, for instance on the east side, in the agencies? A. Yes, sir.

Q. Many times or infrequently? A. Whenever I passed through that section of the city.

Q. Where have you seen them? A. On Essex Street, Rivington Street.

Q. In the offices or outside? A. In show windows.

Q. Printed or blackboards? A. Sometimes written, mostly written.

1485

Q. Well, now, have you compared them with their circulars? A. Yes, sir.

Q. How do they compare with the circulars? A. Invariably lower.

Mr. Dorr: Objection; if you desire to press this question as to the witness's observation of written documents, the written documents not being offered in evidence. Do you insist on asking that question?

Mr. Burlingham: You have done it for four days. Make a motion to strike it out.

1486 Mr. Dorr: I have made my objection. Make my objection in detail. The Government objects on the ground that the question calls for the statement of the witness as to the contents of statements, written statements which are not produced, and it is not only not the best evidence, but also calls for hearsay.

Q. If I understand you correctly, Mr. Nyland, walking through the East Side—Essex Street and other streets there—you have seen public rates on the North West Transport Line, have you? A. Yes, sir.

1487 Q. And these have sometimes been printed and sometimes written; have any of them been on blackboards? A. They might have been on blackboards; I am not sure about that.

Q. And you have compared those with the circulars which they have issued? A. Yes, sir.

Q. You have frequently seen those circulars, have you? A. Yes, sir.

Q. And do I understand you to say that the rates published and shown in the windows were less than those published and printed on their circulars? A. Yes, sir.

Q. Look at that that I show you now (handing
1488 document to witness); is that the sort of circular issued by the North West Transport to their agents? A. I have seen some of their circulars; yes, sir.

Mr. Burlingham: May we offer that, marked for identification?

Mr. Dorr: If this witness is prepared to testify that this is a circular of his own knowledge, I have no objection to his doing so.

Mr. Burlingham: I have not gone so far; mark it for identification; he says he has seen similar ones.

Marked Defendants' Exhibit 1 for identification.

Mr. Guiler: I don't think you ought to offer this that way; those are our papers.

Mr. Bullowa: They were attached to an exhibit in the case.

Mr. Dorr: I do not think it should be done without asking our permission.

Q. Is it with documents like this marked for identification one that you have made the comparison that you have just described? A. Yes, sir.

Q. Did the small committee of which you were a 1490
member have anything to do with the discipline of agents or anything of that sort? A. Not particularly, no, sir.

Q. Was there any committee on that subject? A. There was a special committee several years ago on that matter, to deal with all agency questions.

Q. Were you a member of that committee? A. Yes, sir.

Q. How long back have you had a rule that agents for the Conference Lines should not be agents for outside lines? A. I think that rule has existed as long as the conference existed.

Q. Does it go back of 1892, do you think? A. 1491
Maybe, yes, sir.

Q. How long have you been here? A. With our company since 1897.

Q. Here in New York how long? A. In New York three years, four years in Chicago.

Q. Now while you were a member of that committee on agencies and agency questions, did you have occasion at times to discipline agents for violating your rules? A. Yes, sir.

Q. What was the necessity of that discipline? A. In order to keep proper control of agents and in order to properly conduct our own business.

1492 Q. What was the difficulty with regard to agents; explain it in your own way? A. We asked our agents to maintain rates, in order not to discriminate against the public; that one should not pay more and the other less for the same vessel. Agents sometimes in order to make a sale would cut the commission and as soon as that was found out, the agents were disciplined.

Q. You mean they would give the passenger the benefit of the commission? A. Yes, sir; or part of it.

Q. And that system has been in vogue a great many years, has it? A. Yes, sir.

1493 Q. Do you regard it as important to the proper conduct of the business? A. Yes, sir.

Mr. Dorr: I object to the witness answering questions until counsel has had an opportunity to object. I object on the ground that Mr. Nyland's opinion on the matter is entirely irrelevant and immaterial.

Mr. Burlingham: Will you read the question again, please.

Q. (Question read.) A. Absolutely necessary, sir.
Q. You may state your reasons for that opinion?

1494 Mr. Dorr: Objected to on the same ground, Mr. Nyland's opinion is entirely irrelevant and immaterial.

A. In the first place for the protection of our agency system, necessary the agents should know the steamship lines were looking after their affairs.

Q. You mean the agents themselves? A. The agents themselves, knowing that they have protection from the lines that they would uphold and maintain rates.

Q. You said the agents themselves; what do you mean by that? A. In order to sell passage tickets, the

steamship companies need representatives or agents and for their own protection it was necessary to adopt these rules, so that rates did not become demoralized and that passage tickets sold were sold at the same price everywhere.

Q. I understood you to say, Mr. Nyland, that for the sake of the agents it was desirable to fix the rates and hold the agents to them. Now I want you to explain that, why it is important for the sake of the agents themselves? A. Because fair competition and a well regulated business will show results. In case of unfair competition entering the field, then the results will be very poor all over. 1496

Q. Do you mean that if one agent sold at less and gave a greater commission to the passengers, dividing it with him, that would hurt other agents; is that what you mean? A. Yes, sir.

Mr. Burlingham: That is all I have to ask —oh, there is one other question.

Q. Do I understand that the small committee had nothing to do with determining what steamers the excess passengers who could not be carried on the fighting steamer, should go on? A. It was suggested by the small committee, yes.

Q. To whom was that suggestion made? A. To the men who owned the steamer on which this excess should go. 1497

Q. Now I want to ask you whether, after having suggested or selected a steamer and reported it to the line owning that steamer, you made any reports to the conference or to Mr. Sandford on the subject? A. No, sir; we did not.

Q. Did you have anything to do with him in the matter? A. No, sir.

Q. Did he have anything to do with you in the matter? A. No, sir.

Q. Did he give you any instructions in the matter? A. No, sir.

Q. The District Attorney has referred in some of his questions to a letter from your line, dated, I think, May 28th, 1908, in which reference is made to a cablegram from Mr. Peters. Do you know by whom that cablegram was received? A. I don't remember; no, sir; I don't know.

Q. Was Mr. Peters in the habit of sending cablegrams to the Holland-Amerika Line? A. No, sir.

Q. Were you in the habit of cabling to him? A. No, sir.

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Q. Do you know of any instance that you ever did so direct? A. No, sir.

Q. Or otherwise? A. No, sir.

Q. Did the small committee have anything to do with the matter of compensation for carrying excess passengers, or anything to do with the financial matters? A. No, sir.

Q. You know nothing about that? A. I don't know anything about it.

RE-DIRECT EXAMINATION by Mr. Dorr:

Q. Mr. Nyland, you say that the Holland-Amerika

1500 Line did not have direct communication with Mr. Peters, is that right? A. To the best of my recollection we never had a communication with Mr. Peters.

Q. And the small committee had no direct communication with him? A. We may have written a letter to Mr. Peters, yes, sir. If I remember correctly it was the small committee who sent one letter to Mr. Peters.

Q. Now, Mr. Peters was the secretary under the pool agreement, was he not, Pool Agreement "AA"? A. I know he was the secretary of the N. D. L. V.

1501

Q. And also under the agreement which has been put in evidence here, Agreement "AA," in which all of the lines mentioned in that agreement were parties? A. Very likely.

Q. Now then, in communicating with that secretary, who was the common representative of the lines abroad and the lines here which were a party to that agreement, was it communicated through Mr. Sandford? A. No, sir; I don't think so.

Q. No communication sent through Mr. Sandford? A. Through Mr. Sandford to Mr. Peters?

Q. Yes. A. I don't think so.

1502

Q. How were communications had between Mr. Peters then and the conference lines in this country and the small committee? A. It may have been; I can only testify to what I know for our line and I know that our company never sent a message to Mr. Peters through Mr. Sandford.

Q. But you recollect Mr. Sandford's testimony, do you not, that cablegrams would come from secretary Peters to him or to his office and then he would distribute them to the proper persons, such as the small committee?

Mr. Burlingham: I object, this is cross-examination.

1503

A. Quite natural; yes, sir.

Q. And the small committee then, did it not have correspondence with Secretary Peters on the other side, through Mr. Sandford's office? A. Small committee?

Q. Yes? A. No, sir.

Q. As to this election ship? A. No, sir.

Q. Are you prepared to say positively as to that? A. So far as I know; yes, sir.

Q. You recall Mr. Sandford testified to the contrary, do you not?

Mr. Burlingham: I renew my objection.

A. No, what did Mr. Sandford testify to; I have not seen that.

Q. Well, you were here during part of his testimony, were you not? A. No; only a small part of it.

Q. Well, if there were cablegrams which purported to relate to the small committee's business, which were transmitted through Mr. Sandford, would you be prepared to say that such communication did not in fact take place in that way? A. In case I have
1505 evidence laid before me, of course, I would acknowledge it, but not to the best of my remembrance.

Q. You mean to say then nothing other than that you have no recollection one way or the other in the matter? A. Only that cables were sent by Mr. Peters to Mr. Sandford?

Q. In regard to the selected committee? A. I don't know that.

Q. Will you say they were not? A. I will not say.

Q. Will you say they were not sent in regular course of business by Secretary Peters, through Mr. Sandford for the information of the small committee?
1506 A. I cannot answer the question; I do not know; I do not recollect.

Q. I understood you to testify in answer to Mr. Burlingham's question that you had been a member of the small committee for a month; is that the only time you were a member of this small committee? A. No; if I remember it correctly the committee was organized for three months duration, but every month another member was selected to fill the vacancy, so that one member would serve three months, another would serve two months and the third man one month only and then gradually it was provided for that a committee always did consist of three members.

1507

Q. Was that one month's service which you have testified to in response to Mr. Burlingham's question, the only service you had on that committee? A. No; whenever the three months were up, I would have the opportunity of serving again.

Q. Then repeatedly thereafter you were a member of that committee, besides the time to which you have testified? A. Yes, sir.

Q. When were you last a member of that small committee? A. I think that whole committee went out of existence in the beginning of 1910.

1508

Q. There have been no meetings of the small committee since that time? A. No, sir; but meanwhile it was reorganized to the best of my recollection, it ended altogether in the beginning of 1912.

Q. Since that time fighting ships have, from time to time been designated, have they not? A. May I ask what you call fighting ships?

Q. We will call them defending ships, ships which were employed in defending the Trans-Atlantic Lines against what you have designated as unfair competition? A. I don't know about that.

Q. You don't know whether any ships have been selected, fighting ships or defending ships, whatever you choose to call them? A. By whom?

1509

Q. Have been selected to run in sailing competition with the ships of the Uranium line? A. By whom?

Q. Do you know whether or not ships have been selected since 1910? A. I cannot tell you anything about that.

Q. You do not know anything about it, haven't you any idea as to whether such have been selected? A. I may have an idea, but I do not know anything.

Q. What is your idea about it? A. I have found the coincidence that whenever the Uranium Line steamers sail, that on or about the same day another steamer sails at reduced rates.

1510 Q. That is an interesting coincidence? A. Yes.

Q. Merely a matter of coincidence, not a matter of selection by any one? A. I don't know; I gave you my idea; that is why I say the thing is a remarkable coincidence.

Q. Have you any idea as to what is responsible for this coincidence that you regard as remarkable? A. I cannot testify as to those facts; only my own ideas.

Q. Your ideas happened to be a matter of fact; what is your idea as derived from your expert knowledge of the steamship business, for which you have been testifying to Mr. Burlingham, as to the cause
1511 of this remarkable coincidence; what is your expert opinion about it? A. Well, I am not an expert, sir.

Q. Why, you will have to let us judge that, Mr. Nyland. What is your opinion as to the cause of this remarkable coincidence? A. My idea is or my belief is that the lines in Europe were pretty well posted about the sailing of the Uranium Line.

Q. By the lines of Europe do you mean the lines which are represented in the Continental and North American Conference and Atlantic American Conference? A. All the lines that are interested.

Q. When you use the phrase "all the lines" do you intend to include any lines which are not represented
1512 in the North Atlantic or Continental Conference? A. Well, I mean all the lines that are interested in the North American trades, passenger trades.

Q. The Uranium Line is interested in North American trade, is it not? Do you intend to include that one when you said all of the lines? A. Yes, I mean that all of the lines in Europe, that means all the lines interested in North American passenger trade.

Q. Including the Uranium Line? A. Including the Uranium Line; those who were interested in the sailing of the Uranium Line.

Q. All these lines, including the Uranium Line, have a joint interest in what the Uranium Lines is doing, is that it? A. Not a joint interest, just simply interested in the sailing of the Uranium Line.

Q. Each line's interest then is entirely independent then in your mind? A. No, I don't think it is independent.

Q. Now, let us get down to it. Isn't it your belief that what happened is that the various lines which are parties to Agreement "AA" and supplemental agreements thereto, ascertained the rates which were being offered by the Uranium Line and the dates of the sailing of its ships and appoint or select a ship from one of the lines, which is a party to Agreement "AA" or supplemental agreements, and provide for its sailing as a fighting or competitive or defending ship, whatever you choose to call it, against the ship of the Uranium line which is scheduled to sail on that particular date? A. I don't know that, sir. 1514

Q. I am asking you what is your belief? A. I am not competent to answer that question.

Q. Have you any belief on the matter or opinion on the matter? A. I can't say that, sir.

Q. You cannot say whether you have an opinion or belief on that? A. No, sir.

Q. Your mind is an entire blank? A. No, sir, I do not want to give you the impression of a wrong opinion. 1515

Q. But you have an opinion in your own mind in the matter? A. I am not competent to form a good opinion on the matter, sir.

Q. Let us judge that, or the Court judge it when they read your testimony; that is not for you to do; that is for the Court to pass upon?

Mr. Spooner: He means intellectual competency, not legal competency.

1516 Q. Now have you any opinion? A. Well, sir, an opinion that means—

Q. Just answer my question, yes or no? A. Based upon certain factors or causes.

Q. I am not asking you on what you based your opinion; I have asked you whether you have an opinion? A. I am not competent to have an opinion.

Q. Have you an opinion, I do not care whether you are competent or not at the present moment; that is for the Court to pass upon, not you or I. Have you an opinion? A. Yes, I have an opinion.

1517 Q. What is your opinion? A. Well, it is hard to express.

Q. Well, do your best? A. It may be that there is some understanding does exist.

Q. To the effect which I have described in my question? A. No, sir, this question is so long I can't remember all what you said.

Q. (Question read)? A. Well, it is possible; it is all I can say.

Q. Now, does that appear to you to be the most reasonable explanation of this remarkable coincidence? A. I am not competent to tell about that.

Q. As to whether that is a reasonable explanation? A. Because I don't know all of the causes. I do not

1518 know any of these agreements you refer to, might have seen them but I don't know them.

Q. Well, you have not in mind the names of the steamship companies to which I refer, is that it. Of course I can make my question clear on that point by enumerating the steamship lines, if you desire? A. I presume you refer to the members of the American-Atlantic Conference?

Q. Yes, you know what those companies are? A. Yes, sir.

Q. Well, now, you have no question in your mind but that as a matter of fact, since 1910, ships which

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were the ships of one or the other of the various lines which are the members of the Atlantic Conference, have sailed on the same date as the ships of the Uranium Line; that is true, is it not? A. Yes, sir.

Q. And it has happened, has it not, if not invariably, almost invariably that the rates for third class business advertised to the public by the ships of the conference lines has been reduced from the rates which is originally charged for steerage business on that ship, for the particular sailing which occurs on the same date as the sailing of the Uranium Line ships? A. Have such rates been reduced, yes, sir.

1520

Q. And that the transaction appears to be the same as the sailings of the various so-called fighting ships, which took place while you were on the small committee, which designated such fighting ships? A. Apparently there was a similarity, yes, sir.

Q. That is apparently there has been no change in the plan of operations, except that the designation or selection of the particular ship of the Conference lines, has not been made in New York City? A. I don't know anything about it, sir.

Q. Do you know of any other change or can you think of any other change that has occurred in this system? A. Well, how can I compare the two matters, while I know the one and not know the other?

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Q. Do you know of any other difference than that in the operations of the system? A. I cannot express any answer to that question, as long as I only know one of the two methods.

Q. Do you know of any other difference, I am asking you, what you know; do you know of any other difference; you say the results are the same; do you know of any other difference in the system which produced those results other than the facts that the designation of the so-called fighting ships is not made now

1522 by the small committee in New York? If you know of any other difference in the system, why please state what it is? A. I do not see any difference, no, sir.

Recess until 2:00 o'clock P. M.

Afternoon session.

ANNE C. H. NYLAND recalled:

Direct-examination by Mr. Dorr:

1523 Q. Mr. Nyland, have you during the period since 1908 been accustomed to charging the same steerage rate for all of these steamers of your line? A. Since 1908?

Q. Yes? A. No, sir, the rates have changed.

Q. I don't know that I put my question very clearly; what are the ships of your line? A. There are five steamers which carry passengers.

Q. Do you charge the same steerage rate for each one of them? A. Yes, sir.

Q. There is no difference between the rates of your steamers? A. No, sir.

1524 Q. Is that true of all the lines which are members of the conference? A. No, sir.

Q. Take the North German Lloyd, do the rates vary with the steamer? A. Yes.

Q. What is the highest rate that is charged for the North German Lloyd steamers? A. The express steamer of the North German Lloyd between Breman and New York?

Q. Yes, what is that rate, or what have they been during the last four years, if you can recall, if they have varied? A. They have varied; sometimes higher and sometimes lower.

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Q. What is the ordinary rate if you can state it? A. Around $38.

Q. That is on eastbound? A. On eastbound.

Q. And on westbound, what is it? A. It may be higher, dependent upon the conditions and circumstances.

Q. It is ordinarily $40, is it not? A. Around that, yes.

Q. On westbound? A. Yes.

Q. What do they charge for the steamers that are not express steamers on the North German Lloyd? A. The regular steamers charge about $3 lower.

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Q. Now, how about the Hamburg-American; is there any difference between the different steamers on the Hamburg-American? A. In the same way, yes. You mean for the period between 1908, and now, isn't it?

Q. Yes. A. Yes.

Q. And the same range of difference, about $3 difference between the express steamer and the other steamer, or is it sometimes more? A. The Hamburg-American Line today does not have express steamers, so there is no difference between the—

Q. Do they only have one steerage rate for all the steamers of the line? A. Yes, to the best of my memory, yes.

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Q. But at times they have had different rates, have they not? A. Yes.

Q. On the different steamers? A. Yes.

Q. And the same way with the Cunard Line? A. Yes.

Q. Did they have higher rates for certain steamers than others, if you remember? A. If I remember correctly, yes.

Q. Now, Mr. Nyland, are you familiar with the tariff rates on continental points, eastbound? A. Pretty familiar, yes.

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Q. And you are familiar with them from the different European ports? A. Fairly, yes.

Q. From what part of Europe does the great bulk of the westbound steerage traffic come? A. From ports of Hamburg, Bremen, Rotterdam, Antwerp and Havre.

Q. And where does that traffic originate on the continent of Europe, the bulk of it? A. Principally in Austria, Hungary, Russia—that's all.

Q. Are you familiar with comparative rates to and from ports in Russia to Hamburg and Bremen and Antwerp and Rotterdam? A. I have a general idea, yes.

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Q. Is there a difference between them? A. Oh, yes.

Q. And in favor of what port is that difference? A. Usually Hamburg has the lowest rates from the interior of Russia to the port as the distance is shortest.

Q. And would Bremen ordinarily have a lower rate than Antwerp say? A. It does not make much difference; there may be a little.

Q. You have stated that the object of the small committee was to protect the conference line against unfair competition? A. Yes.

Q. Now, the unfair competition which you have mentioned for instance, 1909, was the unfair competition of the Uranium Line or the North West Transport Line? A. Yes.

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Q. In what particular was this competion to your mind unfair? A. The Northwest Transport Line or the Uranium Line published circulars on which or by which a certain rate was given; they never sold tickets at these rates; a commission from $3, $4 and $5 was allowed, making such a low rate.

Mr. Spooner: Was that charged to the passenger?

The Witness: To agents.

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A. (Continuing.) Making such a low rate that it was quite natural people who didn't know anything about traveling by steamships wanted to avail themselves of said lower rates, and the tickets were sold between the net rate published by the Uranium Line and the public rate.

Q. The Uranium Line published a rate, ordinarily published a rate of $28 eastbound and $30 westbound, did it not, from Rotterdam—the Uranium Line published a rate of $28.50 eastbound and $30 westbound, did it not? A. Sometimes, not always.

Q. Sometimes lower than that? A. Yes.

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Q. Did you regard it as unfair competition for the Uranium Line to publish a rate of $28 eastbound and $30 westbound? A. Taking into consideration the high commission they paid, yes.

Q. What was unfair if they could do this at that rate, about their charging that rate? A. They could do business at any rate, no matter what the rate was published by them.

Q. Do you mean to tell me that they did business at rates less than the published rates— A. Yes.

Q. When you did not oppose them with fighting steamers, is that what you mean to testify? A. Yes, that is what I mean.

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Q. That is what they always do; you are testifying now from your own knowledge? A. To the best of my knowledge, yes.

Q. You have stated under oath that they did not adhere to their published rates when you did not compete—on the occasions if there were any in which you did not put fighting steamers on? A. To the best of my knowledge, yes.

Q. Is it a fact that as soon as you learned that these steamers were being put on by the competing line you immediately and without waiting to see what

happened appointed fighting ships? A. We suggested a fighting ship.

Q. Immediately, as soon as you learned there was to be these competing steamers, isn't that so? A. Let me understand the question right. We knew maybe three or four years ahead that the Uranium Line was advertising sailings—

Q. Yes? A. But here this competing rate as you will call it was never made until about a week before the sailing time.

Q. You mean the competing rate? A. Yes.

1535 Q. And just as soon as these lines started in to enter the North Atlantic steerage traffic the conference lines took measures to appoint fighting steamers, did they not? A. Yes, they appointed fighting steamers.

Q. So that just as soon as the opposition steamers started in they were met by your fighting steamers? A. I don't quite understand that.

Q. As soon as the opposition, the independent steamer lines put steamers on they were in fact met by your fighting steamers? A. Yes, but not until about a week before sailing time.

Q. You did not publish your cut rate until a week before sailing time? A. Yes.

1536 Q. There is nothing unfair, is there, in an independent line carrying steerage passengers at a rate less than the ships of the conference lines? A. No, sir.

Q. There is nothing unfair, is there, in the independent line paying a larger commission to the agents than the conference lines do, is there? A. Yes, there is in case this commission is used to cut rates.

Q. Just one minute. The conference lines have a rule which forbids any conference agent to sell tickets for an independent line, does it not? A. Yes.

Q. And an agent then who acts for the independent line is in a position that he can act only for one line? A. Yes.

Q. Is he not? A. Yes.

Q. And instead of being able to make a small profit on a large number of transactions for a large number of lines he is confined for his remuneration to the infrequent sailings of a single non-conference line, is he not? A. Yes.

Q. And is it not, therefore, eminently reasonable and necessary if agents are to be obtained for such an independent line that they should receive a higher commission than is paid by the conference lines? A. I don't see that.

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Q. Don't you see that the opportunities of the steamship agent for making money out of the business are less where he represents a line, one line, with a semimonthly sailing than they are with an agent who represents all of the conference lines with ships sailing practically every day, some times more than one ship a day? A. Why doesn't he become agent for the conference then?

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Q. He would become an agent for the conference lines, would he not, unless he could receive a larger compensation from the independent line; that is what you would do, would you not, if you were such an agent? A. I would throw up the business in disgust if I could only represent an independent line.

Q. You would be unwilling, would you not, to act for an independent line unless you received a large compensation per ticket than what you received for the conference lines? A. I don't think it would pay.

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Q. That is, it would not pay and don't pay on the independent lines unless the agent receives a larger commission? A. No, I don't mean that; even when you receive a larger commission in case he has to divide that commission with the public; what is left of the larger commission?

Q. You will say that it is unfair if the agent divides his larger commission; now, suppose that, as

1540 frequently happened, did it not, that line makes a lower rate—that the independent line has a rate of $28.50, with a $3 commission, and a fighting ship is put on with a rate, we will say, of $27.50, with a $2 commission, should you not say that it would be necessary for the agent of the independent line for himself to get business and keep that $1 cut on the part of the fighting ship, to give up part of his commission? A. They usually get more than that.

Q. Isn't it the fact that they do get more than that due to the fact of the superior ships and superior facilities of the conference boats; what is there unfair in
1541 that, Mr. Nyland?

Mr. Spooner: I think I will note an objection to this line of questions—as argumentative and not proper cross-examination.

A. One pays so much and the other so much. The tickets for the so-called independent lines are sold at different rates.

Q. The fighting ships are as a rule ships belonging to lines which have an established reputation, have they not? A. Yes.

Q. And are ships which are usually of larger tonnage and greater speed than the ships of the inde-
1542 pendent lines, are they not? A. Not greater speed.

Q. Do you regard them as ships having superior facilities? A. I believe they are, yes.

Q. And more established reputation? A. Yes.

Q. Then what happens is this, is it not: the independent line taking into consideration its inferior facilities and lack of established reputation makes an initial rate for these points, we will say, of $28.50 and the conference lines instead of relying on the superiority of their vessels and superiority of their established reputation put on fighting ships with an advertised rate of either the same rate as the advertised rate of the

independent line or a lower rate, isn't that what happens; isn't that what has been happening for the last six years in this business?

Mr. Spooner: I renew the objection. The government will have an opportunity later of summing up. I object to this as argumentative and not proper direct-examination.

A. The steamers of the so-called independent lines as I said before had more weight than the so-called fighting ships.

Q. Just answer my question; isn't what is happening this: The independent lines that publish a rate 1544
of $28.50, we will say, or $28, we will say, on eastbound traffic, the conference lines have changed the rate of a steamer of one of their conference lines which was to sail on the same day from, we will say, $33, reduced it down to $28 or down to $27, now, hasn't that thing happened and happened recently? A. I don't remember a single instance, but it is possible, yes.

Q. I am not asking you to recall specific instances, but has not that been the course of business? A. That may have been, yes.

Q. Now, that having taken place your lines, the conference lines, with their superior facilities and their 1545
superior agency facilities have a great advantage over the independent lines, have they not? A. A little, yes.

Q. And if your published advertised rate is $27 as against their advertised rate of $28, taken in connection with your superior facilities and more established reputation and better agency force, the fighting ships business that he should surrender a lot of his commishas a greater advantage, has it not? A. Yes.

Q. Now, what is there unfair then? Isn't it necessary if the agent of the independent line is to do any

sion and charge a lower rate? What is their unfair about that to the conference lines? A. It demoralizes the business.

Q. Do you mean by demoralize the business that it enables the independent line to secure business? A. No, if any of the tickets for passage are sold at different rates.

Q. Can you suggest a fair method of competition by which the independent line would be able to do business? A. I have never given my attention to what an independent line should do or should not do.

1547 Q. You said without hesitation that this fighting ship proposition, this fighting ship system, was adopted to prevent the unfair competition of independent lines? A. Yes.

Q. Now, tell me how competition, any competition, could be conducted, under which the independent lines could live, what would in your estimation be fair? A. It is not for me to say what is fair.

Q. That is, it is not for you to say whether it is fair or unfair? A. No, I don't say that. I say it is not fair for me to say what is fair in regard to an independent line. I can only say that whenever a rate is published of an independent line of $28 and a ticket sold for $24, that is unfair; $25, $26, any price.

1548 Q. In other words, if the rates are reduced either by the independent line or its agent, to a figure in which the public is willing to travel by the independent line and then in your estimation that competition is unfair competition? A. As soon as any statement made by an independent line is misleading, I think that it is unfair.

Q. Misleading as to whom? A. To the public.

Q. Who is it unfair to then, this competition; is this competition unfair to the public? A. Whenever any man or any traveler wanted to buy a ticket on the independent line, in one place you could get a ticket

for $24, assuming a $28 rate, and in another place you may have to pay $26 and a third place $25, and he is an agent of the Uranium Line. 1549

Q. Then the unfairness of this which you speak of is an unfairness not to the other lines, but to a member of the public, because one member of the public can travel cheaper than another, is that what you have in mind? A. Not only to the public, but also to the lines.

Q. How is it unfair to the lines? A. Because it demoralizes the business; it leaves it in an unstable, uncertain condition; people don't know which is which.

Q. You regard it as unfair competition for the independent line to reduce its rate after you have reduced the rate of the fighting ship below their rate; do you regard that as unfair? A. In the way you put it perhaps not, but there are other things which also should be known to you. 1550

Q. You would not regard it as unfair competition for the North German Lloyd to charge a lower rate or for your line to charge a lower rate, on a slow steamer than the North German Lloyd does on its express steamers? A. No, sir, but—

Q. Now, have you considered Mr. Nyland, whether there would be any probability of the agents of an independent line reducing the rates of those independent lines if you did not put these fighting steamers on; what would be the incentive of the agents to further reduce those rates? A. I don't know what their incentive may be, but they do. 1551

Q. Do they do it in the cases where you did not put on fighting steamers? A. Yes, I think so.

Q. When? A. I wouldn't say offhand, but I am quite sure I would be able to show you a steamer—

Q. Do they do it when you—isn't it a fact that the difficulty which the independent lines experience with their agents is due to the fact that you initiate a cut

1552 in rates which, because of your superior facilities and superior reputation, compel the independent lines to make a further cut and you people come back with a still further cut and the agents come to expect this cutting in rates and necessarily, in order to do business, give up or get accustomed to giving up part of their commission? A. We have to protect our agents.

Q. That is the only answer you can make? A. In explanation, yes.

Q. You think that is responsive? A. In explanation.

1553 Q. Have your lines tried the experiment of not opposing the independent lines with fighting steamers? A. I think so, yes.

Q. Did that result in unfair competition against your lines? A. On such occasions to the best of my recollection the independent lines carried the business that week.

Q. That is, they carried that business, did they not, not because of any sharing of commissions by the agents of the independent lines, but because the public preferred the rates fixed by the independent lines, even though their facilities and reputation was less established than yours, is that not true? A. Not exactly. In my opinion they were independent steamers, or

1554 rather steamers of independent lines, and no matter whether there was a reason or not, the tickets were very seldom, or perhaps never sold at the published rates.

Q. Now, Mr. Nyland, take the case where the rate established by the independent line is $28, we will say, eastbound, and that your rates eastbound, are $33.50; assuming that the agents of each line retained their commission, do you take it that the independent line would have any difficulty in filling its ship, or in obtaining a reasonable number of passengers for its ships? A. Perhaps not; I don't recall—

1555

Q. Do you regard it as unfair for the Northwest Transport and the Uranium Line to fix its steerage rate lower than your rate? A. As I said before, no.

Q. Well, then, when this fighting ship proposition started or this fighting ship system, the situation was merely, was it not, that the Northwest Transport Line and the Uranium Line when they started up advertised a lower rate for its inferior facilities than your lines were advertising for their superior facilities, that was the only fact that the conference lines went to work from, was it not? A. The Uranium line very frequently through their agents sold tickets for the so-called Rotterdam Line; our line is officially or unofficially also known as the Rotterdam Line, and I claim that the tickets at that low rate were sold for the Rotterdam Line conveyed the impression that they were sold for the Holland-Amerika Line.

1556

Q. Do you mean to say that that has occurred prior to the—it could not have occurred, could it, prior to the first sailing of the Uranium Line? A. Yes, it occurred also in the Russian East Asiatic Line.

Q. You mean the Russian East Asiatic Line had done that? A. I think so, yes.

Q. The Russian East Asiatic is a member of the conference now, is it not? A. Now it is a member of the conference.

1557

Q. So you can hardly lay that to the Uranium Line can you? A. No, I don't lay that to the Uranium Line, but the Uranium Line done the same.

Q. You started with the fighting ships as soon as the Uranium independent line advertised that it was going to enter into the business, did you not, in fact, began preparations for fighting ships, is that not so? A. That was already done long before the Uranium was there.

1558 *Anne C. H. Nyland*

Q. It had been done against other lines? A. Yes.

Q. But just as soon as you learned the Uranium also was going to operate you were determined to apply the same methods to the Uranium Line, did you not? A. Yes.

Q. And at that time the only evidences of unfair competition were that the Uranium Line was offering its inferior facilities for a less rate than you were offering your superior facilities? A. Yes.

Q. And that you have stated you regard as perfectly fair? A. Simply the question of rates, but not the
1559 question of the tactics used in order to sell tickets for the independent line in case they bribed agents.

Q. You did not wait to see whether unfair tactics would in fact be used before you determined on the fighting ships, did you; what you called unfair tactics? A. First the selling of tickets and the false representations and simply the cutting of rates.

Q. Just answer my question; when you determined on running fighting ships, the situation was, and the only element of the situation was, that the Uranium Line had announced it was going to enter the transatlantic steerage trade and was going to offer boats, inferior facilities at a less rate than your conference lines were offering for their superior facilities; that
1560 was the situation, was it not? A. The fighting ships were put on on account of the excessively low rates made by the Uranium Line.

Q. Now, we are coming to a little different proposition, are we not? You say the excessively low rates; did you regard the $28.50 as an excessively low rate for the steamships of the Uranium Line?

Mr. Spooner: Objection renewed. You are arguing with your own witness.

A. As compared with the other rates, yes.

Q. Do you mean to say that the Uranium Line could

not at that rate, carry its complement of passengers and make a profit on the money invested in that line? A. I think they could make a profit on the money invested. 1561

Q. You think they could make it? A. Yes.

Q. Why was that an unreasonably low rate if they were making a profit on the money invested? A. I don't say it was unreasonable; we are entitled to make a profit on the money invested, but in case rates to a certain port of Europe are made at such a low figure without necessity, I cannot call that fair competition.

Q. That is to your mind any line which makes its rates not from the standpoint—not on the basis of what is the highest passenger rate, but merely on the basis of what would yield to it a fair return on the capital invested is not acting fairly to all the other lines? A. In case they obtained business through underhand methods. 1562

Q. The making of a lower rate is not an underhanded method in business is it, and publishing it? A. In the way it was done.

Q. The Uranium Line when it started in business published announcements, did it not, of the sailing of its ships, and the rates which were to be charged by those ships for the steerage business, did it not? A. Yes. 1563

Q. And immediately and prior to the first sailing, of any ship of the Uranium Line arrangement was made by the conference lines, was it not, to oppose the ship of the Uranium Line by the so-called fighting or defender ships? A. It was not done at the beginning.

Q. At the beginning of the Uranium Line? A. I don't think so; it was done after the Uranium Line went down—

Q. Are you prepared to state positively that that was not done with the very first steamer of the Uran-

1564 ium Line? A. I have no recollection of that, when the Uranium Line went down with the rates.

Q. Do you intend to state, or do you state, that the first ship run by the Uranium Line was not opposed by a fighting steamer selected by the small committee of the conferences? A. I may add before I have a discussion—do you refer now to the New York Line, to the Continental Line and the Uranium Line?

Q. I think my question speaks for itself. I am referring to the Uranium Line? A. When was the Uranium started; may I ask that question?

1565 Q. You have to call on your recollection? A. Then I can't answer the question.

Q. What is your recollection as to when the Uranium Line was started? A. To my recollection it was started long before the fighting steamers were appointed.

Q. Well, let me put it this way: Is it not true that the first ship which was sailed by the Uranium Line in the North Atlantic steerage traffic was opposed by a fighting ship selected by the conference? A. I don't recollect.

Q. Will you say that it was not? A. I don't know it.

Q. You don't know, one way or the other? A.

1566 No, sir.

Q. Well, what is your belief or best recollection? A. To the best of my recollection it was not the first.

Q. Just let us have that recollection as specifically as you can; what was the first ship of the Uranium Line; what was its first sailing and when? A. Perhaps you might enlighten my memory a little.

Q. The first sailing of the Uranium Line was, was it not, in April, 1910? A. It may be; I don't know, sir.

Q. You are prepared to say then, Mr. Nyland, that the first steamer of the Uranium Line was not opposed by a fighting steamer in April, 1910? A. I can't say that. The Uranium Line was the continuation of the Northwest Transport Line; simply the same line under another name, and in case we were opposing the other transport line's steamer we may have opposed the Uranium Line.

Q. From the start? A. Yes.

Q. How about the first ship of the Northwest Transport Line? A. That was a continuation of the New York and Continental Line.

1568

Q. And did you oppose the first ship of the Northwest Transport? A. I can't say, sir; I don't think that our committee was appointed before the establishment of the New York and Continental Line.

Q. Did you oppose the first ship of the Northwest Transport? A. In case we were opposing the ships of the New York and Continental Line it may be we were opposing the ship of the Northwest.

Q. Did you oppose the first ship of the New York and Continental? A. I don't think so, sir.

Q. Are you sure of that? A. As far as I can see, yes.

Q. How about the Russian Volunteer Fleet? A. I don't think we opposed the first ship of the Russian Volunteer Fleet.

1569

Q. Don't you know that before there was a single sailing of the Russian Volunteer Fleet preparations were made to put certain ships of the Russian East Asiatic Line in competition with them and certain ships of the Hamburg-American Line? A. I don't recollect that sir.

Q. Now, as to the New York and Continental; have you a recollection on that point, or have you not? A. Very little.

1570 Q. One way or the other? A. One way or the other.

Q. I call your attention to Exhibit No. 130, which is already in evidence and ask you whether this does not refresh your recollection that as soon as the plans of the Russian Volunteer Fleet were made known, or were made public, that the pool lines adopted plans to fight that new line and that it was part of their plan that the Russian East Asiatic should enter the field, that the Russian Volunteer Fleet was entering upon, and further that the Hamburg-American or the North German Lloyd Line would put two steamers
1571 at the disposal of the East Asiatic Company to make this fighting service, and that any loss should be borne by the N. D. L. V. Lines? A. With this little speech of intention I don't know the intention has been carried out.

Q. But that appears to have been the intention of the pool lines, does it not? A. Apparently, yes.

Q. Do you recall that pursuant to the plan outlined in Government Exhibit No. 130, the letter of June, 1906, which has just been shown you, the Hamburg-American put on the service two of its steamers in connection with the steamers of the Russian East Asiatic Fleet? A. I don't recollect that.

1572 Q. You haven't any recollection about that at all? A. No, sir.

Q. Never heard of it? A. This letter says so, but I don't recollect it.

Q. The East Asiatic Line was at this time, was it, the beginning of the competition against the Russian Volunteer Line, was it not? A. How is that? I don't catch the first part.

Q. The Russian East Asiatic Fleet at the time of that competition, at the time that competition was begun against the Russian Volunteer Fleet, was a member of the conference, was it not? A. That may have been, yes.

Q. And do you recall that subsequently it ceased to be a member of the conference, do you not? A. That the Russian East Asiatic Line went out of the conference?

Q. Yes? A. My mind is not very clear on that subject, sir.

Q. You do recall, do you not, that provision was made by the conference lines at a subsequent period, subsequent to 1906, for fighting steamers to run in competition with the ships of the Russian East Asiatic Company? A. Yes.

Q. Were not those steps taken immediate on the 1574
withdrawal of the Russian East Asiatic Company from the conference? A. From the conference?

Q. From the conference? A. I don't remember that, sir.

Mr. Dorr: I offer in evidence what purports to be a circular of the Continental Conference, under date of December 27th, 1906.

Mr. Beers: I object to its admission on the ground that it refers to an agreement other than AA and is not within the issues.

Marked Petitioner's Exhibit No. 140.

Mr. Dorr: Also a circular of the Continental Conference under date of March 2nd, 1907. 1575

Mr. Beers: Same objection.

Marked Petitioner's Exhibit No. 141.

A. (After looking at 140 and 141.) Yes.

Q. Looking at these circulars which have just been offered in evidence, does it not refresh your recollection that the Russian East Asiatic Steamship Company were at one time members of the conference and that their connection with that conference terminated on or about December 27th, 1906? A. Yes.

Q. Now, following that, were not fighting steamers put on against the East Asiatic Company boats? A. I

1576 don't remember when the fighting steamers were put on.

Q. Were not competition steamers, if you choose to call them such, put on? A. That may have been so.

Q. Now, Mr. Nyland, do you recall whether or not the conference lines themselves did not at times allow an extra commission on tickets sold by their agents for fighting steamers, for passage on fighting steamers? A. An extra commission?

Q. Yes? A. Just now I have no recollection of it.

1577 Q. You have no recollection of it? A. No recollection of it, no, sir.

Q. Are you quite clear on that? A. Not quite clear.

Q. What is your best recollection?

Mr. Spooner: His best recollection is that he has no recollection.

A. My recollection is that there was not an extra commission paid.

Q. Do you recall whether or not the small committee urged that such an extra commission be paid? A. The small committee?

1578 Q. Yes. A. In 1906?

Q. At any time during this period we have been discussing, between 1906 and 1912? A. That means after the establishment of the small committee in 1908, between 1908 and 1912, isn't it.

Q. Yes. That an extra commission was paid? A. I have no recollection of that, sir.

Q. I show you Government Exhibit No. 31, and ask you whether that refreshes your recollection? A. Apparently the small committee recommended the adoption of an extra commission, in order—

Q. Was that policy followed? A. I couldn't say.

Q. I show you Government Exhibit No. 114 and ask whether that "N" is your initial? A. Apparently, yes.

Q. I ask you to read that exhibit and ask you whether that refreshes your recollection as to whether or not the small committee in the case of the "Estonia," in competition with "Uranium," an extra commission was granted by the Conference Line? A. (After reading.) According to this letter this extra commission was not paid.

Q. In the case of the "Estonia"? A. The "Uranium." 1580

Q. (Reading.) A. It never was paid.

Q. And that has worked with very good results? A. There it was, but not later on.

Q. But in that case you did give an extra commission? A. Yes.

Q. Turning again to the question of unfair competition by the independent lines, did you regard it as unfair competition for the Russian Volunteer Fleet to have established a ship service between Libau and New York, between which ports there had theretofore been no service? A. The establishment of the service, no, sir.

Q. You did not regard the establishment of that line as unfair competition? A. No. 1581

Q. Did you regard it as fair competition on the part of the Continental Lines for them to endeavor to prevent the Anglo-Continental Reisebureau of Rotterdam from acting as agent; did you regard it as fair competition for this combination of lines controlling practically all of the North Atlantic steerage traffic to bring pressure to bear on this bureau to prevent them from acting as agents of the Russian Volunteer Fleet?

1582

Mr. Spooner: I object to the question as assuming a state of facts not proven and contrary to the proof.

A. Well, that depends.

Q. You regard that as fair competition? A. That depends on what that Anglo Reisebureau which you mentioned, was.

Q. What it was? A. Yes.

Q. Well, apparently it was a bureau which acted as steamship agent in Rotterdam, apparently a responsible party? A. I cannot judge about this; it being in

1583 Europe I have no opinion on that matter.

Q. Do you regard it as fair competition on the part of the lines which were in the conference which controlled practically all of the North Atlantic steerage traffic to endeavor to prevent, or to enter into an agreement, with the Western Passenger Association by which the Western Passenger Association and the rail lines which it represented would agree not to grant independent lines the same commercial allowance which was being granted to the lines in the combination; is that your idea of fair competition?

Mr. Spooner: Same objection.

1584 A. To the best of my recollection this commercial allowance was always granted to the outside lines.

Q. There is in evidence here, Mr. Nyland, I will refresh your recollection, an agreement between the Western Passenger Association or the lines which compose that association, and the conference lines to the effect that no commercial allowance shall be granted to a steamship line not a party to that agreement, and further there are the minutes of a meeting in 1909 to the effect that that agreement was being lived up to and that the commercial allowances were not being granted to the independent non-conference

lines; do you regard that as fair competition? A. I was always in favor of allowing that commercial allowance here to the outside lines.

Q. And then from your standpoint the endeavor to prevent the independent lines from getting that commercial allowance was not fair competition? A. I haven't given it much thought.

Q. Do you regard it as fair competition for the conference lines to endeavor to prevent the independent lines from receiving any commercial allowance whatever in any territory on eastbound business? A. I believe that commercial allowance could only be ob- 1586
tained from the railroads.

Q. Could be obtained? A. Yes.

Q. In spite of an agreement which the ship lines had with the railroad lines? A. As well as I remember any steamship line, or, at least our company, has been in a position to obtain commercial allowances either one way or the other.

Q. That is your company has always obtained them, is that it? A. Yes, even though there was no agreement for them.

Q. Has your line ever obtained them when there was an agreement with the railroad lines and the other ship lines to the effect that they should not be granted to you? A. Usually we were in it. 1587

Q. You were always in it, were you not? A. Appeared to be, yes.

Q. Did I understand you, Mr. Nyland, that the rates of the conference lines fighting steamers had never been reduced below the rates of the independent lines? A. To the best of my recollection they were never reduced below the rates of the independent lines.

Q. Now, will you refresh your recollection by looking at this letter of July 9th, 1909, Exhibit No. 117? A. (After reading.) Well, this concerns what I said.

Q. You say this concerns what you said, and you

are quite positive about that now, are you, that they were never reduced below? A. To the best of my recollection they were never below.

Q. I show you Exhibit No. 109, your initial is on that letter, is it not, Mr. Nyland? A. Yes.

Q. What is your best recollection now? A. (After reading letter.) According to that letter a rate was made of $25 on the Raglan Castle.

Q. Isn't it your recollection now on looking at this letter that the rate of the Volturno of the Northwest Transport Line was $30 and that the small committee
1589 fixed as a rate on the fighting steamer, the Estonia, a rate of $26? A. According to this letter, yes.

Q. Didn't you write the following week that that plan had worked very well, the letter of May 20th, 1909, Exhibit No. 111; did you inform your home office that the plan that you had followed in the case of the Estonia and Volturno had worked very well? A. Well, apparently had worked very well or satisfactorily.

Mr. Burlingham: Mr. Gips is here in response to a subpoena which was served on him this afternoon asking him to produce certain circulars to agents and other records of Euro-
1590 pean railroad tariffs, and he told the marshal it was impossible for him to get it and appear at once, and the marshal advised him to come up, and he will make a search for them; do you want him to find the documents?

Mr. Dorr: We want him to find the documents as soon as possible.

Mr. Burlingham: You will give him a reasonable time to get them?

Mr. Dorr: Yes. I understand the railroad tariff is a printed document and that it is an easy matter to produce that, and as to the circulars he may look for them and produce them.

Mr. Bullowa: Mr. Straus appears in response to a similar subpoena. 1591

Mr. Shipman: For the North German Lloyd I produce a circular of the North German Lloyd Steamship Company giving the rates of railroad fare between points in Germany, Austria, Switzerland, etc., and Bremen under date of April, 1909, with corrections noted in red ink up to June 23rd, 1910; also a similar circular under date of April, 1911.

Also of the Russian East Asiatic Steamship Company concerning European railroad tariff under date of September, 1911; April, 1911; October, 1911 and certain circulars of 1911 and 1912 with a statement that all circulars prior to that time were destroyed prior to the service of any subpoena or any notice. 1592

Mr. Burlingham: In response to your request of last Thursday I have had search made at the offices of the conference for a copy of a letter from Mr. Lawson Sandford to C. B. Richards & Company in reply to their letter of February 28th, 1907, and no reply can be found; I have also looked for the minutes of the conference. I stated we had no minutes of the conferences for 1909 and 1910 and I find that no meetings of the North Atlantic Passenger Conference were held in 1909 or 1910, that no meetings of the Continental Conference were held in those two years and that the meetings of the American Atlantic Conference were held January 7th, 1909, March 18th of the same year, April 2nd, April 15th, June 3rd and July 29th. At the office of the conference there is no copy of this set of minutes, but I have the minutes here of the American Atlantic Conference from January 7th, 1909, to June 7th, 1909, and I produce them. 1593

1594 Marked Petitioner's Exhibit 142 for identification.

Mr. Burlingham: In response to the Government's request for the production of agreements with the railway companies or associations with regard to commercial allowances I have obtained from the conference quite a number of these documents, six in number.

Received for identification Petitioner's Exhibits 143 to 149.

The rates of railroad fare between points in Germany, Austria, Switzerland, etc., and Bremen are marked for identification Petitioner's Exhibit 149 for April, 1911.

1595 The same rates of railroad fare for April, 1909, marked Petitioner's Exhibit 150 for identification.

The European inland tariff to or from Rotterdam or to or from Libau of the Russian East Asiatic Steamship Company marked Petioner's Exhibit 151 for identification.

The European railroad tariff from Rotterdam and to or from Libau of the Russian American Line, re-issue of April, 1911, marked Petitioner's Exhibit 152 for identification.

European railroad tariff from Rotterdam and to or from Libau of the Russian American

1596 Line, re-issue of September, 1911, marked Petitioner's Exhibit 153 for identification.

Hearing adjourned to Wednesday, June 26, 1912, at 10:00 o'clock, A. M.

UNITED STATES DISTRICT COURT, 1597

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others, Defendants.	Before Charles Elliott Pickett, Esq., Examiner.

1598

New York, June 26th, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq.; for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq.; for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq.; for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by L. C. Spooner, Esq.; 1599
for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq.; for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq.; for the Russian East Asiatic Company, *et al.*

1600

Mr. Burlingham: In response to the request of the District Attorney, I produce from the office of the conference reports of transatlantic passenger movements for the calendar years 1906 to 1911 inclusive.

Marked Petitioner's Exhibits 154 to 159 inclusive.

Mr. Burlingham: Will you kindly let me know what minutes you want? I tried to get all.

Mr. Dorr: All minutes from 1908 down to 1910.

1601

Mr. Burlingham: Yesterday I produced in response to the request of the Government, from the office of the conference, minutes of the American Atlantic Conference for 1910 and stated that there were no minutes of the Continental or North Atlantic Conference for that year or the previous year. I now produce in response to the request the minutes of the American Atlantic Conference for 1908.

Marked Petitioner's Exhibit 160 for identification.

Mr. Burlingham: I also produce minutes of the Continental Conference for 1908, consisting of numbers 172, 173 and 174.

1602

Marked Petitioner's Exhibit 161 for identification.

A. C. H. NYLAND recalled:

Direct-examination continued by Mr. Dorr:

Q. Now, Mr. Nyland, I think you testified yesterday that the rate from the port of Hamburg to the territory from which the bulk of the North Atlantic immigrant traffic movement came was less than from the port of Rotterdam? A. Yes, sir.

Q. So that when the fighting ship made a rate to Hamburg which was nominally the same as the rate of an independent line to Rotterdam, the fighting ship of the Conference Lines had the advantage of the lower inland rate to the territory from which the bulk of the North Atlantic steerage traffic was drawn? A. In case the ocean rates of the outside lines were nominally the same as the others; yes, sir.

Q. So that in effect the putting on of the fighting steamer with a rate to Hamburg which was nominally the same as that of the independent line to Rotterdam, the fighting steamer was in effect cutting under 1604
the Rotterdam rate, was it not?

The Witness: Will you read the question?

Q. (Question read.) Cutting under the independent line rate? A. In the announcement of rates, yes.

Q Now, I understood you to testify yesterday, Mr. Nyland, that you regarded it as unfair to the public that different members of the public might travel on the same ship, having paid a different rate for that transportation? A. I do not think it is right.

Q. You do not think it is right? A. No, sir.

Q. Now take one of your so-called fighting steamers; its sailing is ordinarily announced, is it not, with the ordinary rate say $30 or $35 or $33.50; you book passengers under that rate, do you not? A. Some- 1605
times; yes, sir.

Q. Now when you cut the rate, when it was appointed as a fighting steamer and you cut the rate we will say to $27, you booked passengers for that steamer for that rate, did you not? A. Yes, sir.

Q. And if you make a still further cut say to $23 or to $21, you book passengers at that rate, do you not? A. Yes, sir.

Q. So that you, yourself carry on the same steamer, passengers who have booked at different rates? A.

To the best of my recollection we have always refunded the difference.

Q. You always have? A. Refunded the difference.

Q. That is you have always refunded the higher rate to the passenger; are you positive about that, Mr. Nyland? A. Well, as far as I can go, as far as my memory serves me.

Q. Have you data which will show whether or not that is a fact? A. I cannot recall that, sir.

Q. Well now, these fighting ships are as you have testified, a semi-monthly occurrence are they not? A. Yes.

1607

Q. If you were in fact accustomed to refund any excess over the lowest rate charged on those particular ships, would it not be a matter of record and a record which could readily be produced? A. Not always, no; a refund may be made in cash, while also a cash entry has been made for the original sale.

Q. Where do you refund, to whom? A. Usually to the passengers; sometimes to the agent.

Q. When do you refund? A. When the fare is claimed.

Q. Do you inform the passengers that they can have that refund if they claim it, or do you only refund in case some particularly energetic passenger makes a

1608

claim? A. Generally the passenger knows from the other passengers what the rate is they pay, and then usually a claim is made and in such a case the difference is refunded.

Q. All you mean is that if the passenger makes the claim, then you make the refund? A. Yes, sir.

Q. But you take no steps to insure that the passenger shall get a refund, by going to each passenger and making the proper refund? A. No, sir.

Q. You only pay claims if they happened to be presented? A. Yes, sir.

Q. And if they do not happen to be presented, you keep the money? A. Yes, sir.

Q. Keep the excess? A. Yes, sir.

Q. Now, I show you a letter under date of September 4th, 1908, which purports to be initialed by you, Exhibit 102, and I call your attention to the first paragraph of that letter, and that is an illustration or recalls an illustration, does it not of the situation which I have been examining you about? A. Yes, sir.

Q. In that case the Staatendam had been appointed as a fighting ship, had it not? A. Yes, sir. 1610

Q. Forty-six of the third class passengers have been booked at the $32 rate? A. Yes.

Q. The others were all booked at the $23, were they not? A. Yes, sir.

Q. Now do you recall whether you refunded the excess for the difference between the $23 rate and the $32 rate to the passengers? A. Very likely we have not refunded the difference.

Q. When a fighting ship was appointed was any notice sent to the agents when that ship had been booked to its capacity? A. In case we knew; yes, sir.

Q. Can you give me any instance when that was done? A. No, sir.

Q. If you find any instances hereafter, Mr. Nyland, 1611 please call them to our attention, so that they may be recorded on the record? A. Yes.

Q. As a matter of fact the fighting steamers frequently booked more than their capacity, did they not? A. Yes, sir.

Q. In that event what did you do with the surplus passengers who had been booked for the fighting ship? A. Passengers booked in excess of the capacity of the fighting steamer, so-called, were transferred to another steamer.

1612 *Anne C. H. Nyland*

Q. Were transferred to another steamer? A. Yes.

Q. Sometimes that steamer was a steamer of a different line, was it not? A. Yes, sir.

Q. Now on that steamer there would be, would there not, passengers proceeding at the regular rate advertised for it and also passengers had been booked at the lower rate, which had been announced for the fighting ship? A. Yes, sir.

Q. Now, when did you say that the appointment of fighting ships, the selection of fighting ships in New York was discontinued, or if you prefer to use the word, when did New York cease to suggest the par-

1613 ticular fighting ships which should be employed? A. To the best of my remembrance in the beginning of 1910.

Q. Do you recall whether or not that was coincident with certain investigations which the Government was then making into the conduct of your line and other lines?

Mr. Spooner: Objected to as immaterial, irrelevant and incompetent.

A. It may have been the cause of it, but I don't know.

Q. Well you do recall, do you know, that it was

1614 just after that time that the defendant Adrian Gips was about to be tried in the Federal Courts, for the so-called commissions or allowances, allowed by the railroads for freight being forwarded by your lines?

Mr. Spooner: Same objection.

A. Yes, sir.

Q. And was it not just at that time that certain of the correspondence, original letters received from the Holland office, was obtained by the Government

through the service of a subpoena, as it was in course of shipment out of the country?

Mr. Spooner: Objection renewed.

A. Yes, sir.

Q. Well now, do not those incidents refresh your recollection as to the facts that this discontinuance of the appointment of fighting ships was coincident with the Government obtaining these letters which have now been offered in evidence and its investigations into the Holland-Amerika Line?

Mr. Spooner: I object to this testimony and 1616
to a continuance of these questions and move to strike out the answers.

A. Not necessarily. At that time several investigations were pending and it may be not knowing whether perhaps sooner or later the lines would be asked explanations, I think that was one of the reasons why the fighting ship committee was dissolved.

Q. Wasn't it one of the reasons why it was dissolved, that it was considered desirable that persons in this country and within the jurisdiction and subject to the processes as witnesses, should not know too much about the details of that transaction?

Mr. Burlingham: Objected to. 1617

A. No, not exactly.

Mr. Spooner: I think the question is improperly formed.

Mr. Dorr: If you object to the form, I will change it. I think the substance of it is the proper subject of inquiry. Now the witness has already answered "not exactly." I do not think I will withdraw the question. I will let him tell just what he means when he says, "not exactly."

1618 Q. What did you mean when you said "not exactly"? A. An investigation always causes a great deal of trouble, annoyance and loss of time to the parties who have to submit to it.

Q. And for the officers of the line who were on this side of the ocean, who were not directly concerned in the appointment and selection of fighting ships, it would be more difficult for the investigators to determine the facts as to them, would it not? A. I don't think that was the reason why it was stopped.

Q. You do not think that had anything to do with it? A. No, I don't think that is so.

1619 Q. You think it was then just a coincidence that it stopped about the time that the Government was investigating? A. There was a possibility that the Government might find fault with this committee.

Q. You have had an intimate knowledge, part of your duty was it not, to have an intimate knowledge of the passenger movement of the various Atlantic Lines? A. Fair knowledge; yes, sir.

Q. Now the Mediterranean lines are, are they not natural competitors of the North Atlantic Lines for certain of the business from central Europe and south and southeast of Europe? A. Partly.

1620 Q. Have the Mediterranean lines uniformly been in competition with the North Atlantic lines for this traffic, to which they are natural competitors?

Mr. Bullowa: I object to that, because there is no allegation in the bill of complaint regarding the Mediterranean lines. It is only the North Atlantic Conference that is mentioned in the bill, and I object further upon the ground that the question calls for a conclusion.

Mr. Dorr: The Government's position on this point is that the agreements under which the defendant lines were operating tended to

result in a monopoly of the steerage traffic for certain territories and that it is relevant to the issues to determine whether or not as the result of agreement of the defendant lines what the competition was which they would naturally have sustained from Mediterranean lines? 1621

Mr. Bullowa: Do you not think, Mr. Dorr, in view of that statement, that you ought to reframe your bill?

Mr. Dorr: That may be a matter for the Court that I cannot pass upon.

Mr. Spooner: It is a matter for the Court to determine whether you have a right to take that position. 1622

Mr. Dorr: Surely.

Mr. Spooner: It is objected to on the further ground that it is irrelevant, without the issues made by the pleadings and incompetent.

Mr. Bullowa: I think now it would be only fair that we report the suggestion on the record and if the Government desires to go into these extraneous matters, that the bill of complaint be reframed before the testimony is taken.

Mr. Dorr: I think nothing is extraneous which tends to show that the defendant lines were in a position to make arbitrary rates as to the North Atlantic steerage traffic. You may answer. 1623

The Witness: What is the question?

Q. (Question read.) A. No, I don't think so.

Q. Now, Mr. Nyland, taking the period with which you have been familiar, from 1893 until the present time, what part of that period if any have the Mediterranean lines competed for the eastern Europe and southeastern Europe and central European steerage

1624 *Anne C. H. Nyland*

traffic for which they are natural competitors with the North Atlantic Lines?

Mr. Spooner: Same objection.

A. Have to look at the records to give you the exact dates, but I know that there has been a time when the Mediterranean lines were competing for south European business.

Q. Do you recall whether there was a period between 1906 and 1909 when you were doing that? A. May be; yes, sir.

1625 Q. Do you recall whether during that time there was any change in the Mediterranean Conference, in the membership of the Mediterranean Conference? A. I don't think during the controversy with European lines there was any conference.

Q. You do not think there was any conference during that time? A. No.

Q. There was open competition at that time between the various lines having service to the Mediterranean, not only among yourselves, but also with the North Atlantic lines, for such steerage business as was naturally competitive between the North Atlantic lines and the Mediterranean lines? A. No, sir; you used the expression "naturally competitive." Will you tell

1626 what business you refer to?

Q. Would you not regard that territory from which the rail rates to Italian ports were equal or less than the rail rates to the North Atlantic ports, as territory in which the Mediterranean lines would be natural competitors of the North Atlantic lines? A. The rate is not only the only reason for making or forming a competitive territory.

Q. That is one reason, is it not? A. Yes, sir.

Q. Where there was that situation as to the rates, you would say that in that territory at any rate they

would be natural competitors, would you not? A. Might have been competition; yes, sir.

Q. In the absence of some agreement between the lines, competition would normally result, would it not, in such territory? A. Not necessarily; no, sir.

Q. If we will say there is territory in southeastern Russia where the rail rates to Italian ports and the rail rates to the North Atlantic were substantially the same and there was no agreement or understanding between a line running to the North Atlantic ports and a line running to the Mediterranean ports, would there not ordinarily in the absence of some other circumstance 1628
which we have not taken into consideration, be competition between those lines for that traffic in that territory?

Mr. Spooner: I object to the question as assuming a state of facts not proven and as entirely too indefinite to permit of an answer.

A. The conditions are so entirely different between the ships sailing to the Mediterranean and to the North Atlantic, that even if the fare to the North Atlantic ports would be a little higher, passengers would prefer going by North Atlantic steamers.

Q. Then take the territory in which the fare to the Mediterranean ports is slightly or somewhat less than 1629
to the North Atlantic ports, in such circumstances there would normally be competition between the North Atlantic lines and the Mediterranean lines, unless there was some agreement between them? A. Competition has never been—

Q. Can you answer that question yes or no, Mr. Nyland, if not, make any explanation you desire? A. I cannot fully answer that question yes or no.

Q. Then answer it any way you see fit? A. In the same way as I said a moment ago in regard to the

North Atlantic ports, so it is also true that many passengers paying a higher rate of fare in order to take a Mediterranean ship, will take the Mediterranean line in preference to the North Atlantic line.

Q. You mean there is a preference for the Mediterranean line? A. On account of the ships themselves.

Q. You mean there is a preference for the Mediterranean line or North Atlantic line? A. That offsets each other more or less.

Q. Is the preference for the North Atlantic line or for the Mediterranean line? A. That depends altogether upon the passengers booked, upon the class,
1631 nationality and everything else.

Q. Well, during the period when the Mediterranean Conference was suspended, there was, was there not, as a matter of fact, competition in the territory in which the rates to the Mediterranean ports and the North Atlantic ports were substantially the same? A. Yes, sir.

Mr. Beers: Are you now enquiring as to the period covered by the existence of the conference or before?

Mr. Dorr: I think the period overlapped as I understand it, the Mediterranean Conference
1632 was not reformed until 1909, was it Mr. Nyland?

The Witness: It may have been, I do not know.

Mr. Bullowa: Of course, all of this is subject to the same objection as to the conference?

Mr. Dorr: Yes; all during the competitive period.

Mr. Beers: And when you refer to the Mediterranean Conference, you are not referring to any sub-agreements under "AA"; you are referring to an arrangement entirely anterior and during the time of the "AA"?

Mr. Dorr: The Mediterranean Conference. What I am referring to are the agreements which resulted in the formation of the Mediterranean Conference, some of which antedated "AA" and some of which as I understand it came into being later than "AA."

Q. During the period when there was the competition between the Mediterranean lines and the North Atlantic lines for steerage business there was an active competition, was there not, between those lines or certain of them for the steerage traffic from southeastern and central Europe? A. What do you call central 1634
Europe? How far do you draw that limit? According to the fare to the port?

Q. According to the fare to the port; the points from which the fare was substantially the same; put it that way? A. Yes, sir; very active competition.

Q. Now, is there at the present time such active competition? A. No, sir; not that I know of.

Q. And roughly speaking when did that competition terminate? If you find you have made any error in the date, Mr. Nyland of course, you will be given an opportunity to correct it; I just want your best recollection? A. I could not tell you the date or about the time when it was terminated, as our company was 1635
very little interested in that Mediterranean business, but to the best of my remembrance it must have been about 1908.

Q. Do you recall whether or not during this period when there was this competition for the Mediterranean business, whether or not the rates were the same as they are at the present time? A. I think they were lower.

Q. Substantially lower, were they not? A. Very likely, sir.

Q. Now, in regard to the agents which were employed by the conference lines, were there what is known as general agents? A. Yes, sir.

Q. What commission did the general agents receive? A. On what class of business?

Q. On third class business? A. Usually in cases where they were working on commission basis, $1.

Q. That $1 was in addition to the $2 which was paid to the sub agent? A. Yes, sir.

Q. And did they ordinarily work on the commission basis? A. Not all; some of the lines had their own offices.

1637 Q. Now, in regard to the enforcement of the rule 9 of the conferences, in regard to the employment by independent lines of conference agents, is it not true that you felt that that was a course of business which it was desirable should not become known to the public?

Mr. Beers: That is objected to as quite irrelevant and immaterial.

A. Will you please tell me what you refer to?

Q. I want you to give me your recollection. You remember rule 9, do you not, of the conference, in regard to forbidding conference agents to take the

1638 agency of independent lines? A. I did not know that.

Mr. Dorr: That is rule 9, is it not, Mr. Burlingham?

Mr. Burlingham: Yes.

Mr. Spooner: Why do you give it a number? Why don't you characterize it?

Mr. Dorr: That rule of the conference lines—

Mr. Burlingham: Mr. Shipman says it is rule 9.

Mr. Dorr: I am quite sure it is. It is in evidence. I have not the document at hand, but I am quite sure it is that.

Q. Do you recall, Mr. Nyland that you felt that that rule was of such a character that its importance should not be given publicity? A. I don't know that any of the public was especially interested in this rule.

Q. I show you the letter under date of September 7, 1906, which I think is not yet in evidence, which purports to bear your initial, being a letter press copy of the letter from the Holland-Amerika Line in New York to the home office, and ask whether that is in 1640
fact your initial (handing witness letter)? A. There is no question about that, yes, sir.

Mr. Dorr: I will offer this in evidence, letter of September 7, 1906.

Mr. Beers: I note the same objection as to the other Holland-Amerika Line letters. It is incompetent.

Letter marked Petitioner's Exhibit #162.

Q. You state in this letter, or purport to state in this letter: "We fully believe with you that the steamship companies could follow up with good results their different cases in which unauthorized persons sell or- 1641
ders in Europe. However, it remains a question whether this course is advisable. Similar matters if brought before a court may easily lead to further investigation of the present methods employed by the steamship companies which in many respects would cause unsatisfactory results. The course followed by the steamship companies in their different meetings to maintain control of the agents under their supervision is in many ways very arbitrary, and although from a steamship company's standpoint justifiable may be condemned if brought before an investigation com-

1642 mittee. For this reason we think it is very desirable to proceed slowly." Now, what were the methods that you were referring to there, Mr. Nyland? A. To the rules of conference.

Q. And to the rule 9, or the rule which forbade conference agents from acting for independent lines; is that one of those rules which you had in mind? A. That may be that that was included; yes, sir.

CROSS-EXAMINATION by Mr. Burlingham:

1643 Q. I just want to ask one question. Where were the meetings of the small committee held? A. At various places, usually in the office of one of the committee members.

Q. In the conference rooms? A. It may have been in the corner of one of the rooms.

Q. That is at 17 State Street? A. Yes, sir.

Q. When I interrogated you yesterday, I understood you to say that your commission was invariably $2, and yet on Mr. Dorr's examination referring to a letter I understood you to say that in the case of the Estonia, I think it was, there was an extra commission. Do you know of any other cases when that was done? A. I was really surprised to see the let-

1644 ter. It had entirely escaped my memory.

Q. Your memory was refreshed by it; you have no doubt it is true, have you? A. It is very likely, because the letters written show at that time that it would be true.

Q. When I asked you about it you did not remember the Estonia, did you? A. When you asked me?

Q. Is your memory so refreshed that you can tell the circumstances of that affair of the Estonia? A. The actual commission which according to the letter had been paid may have been caused in order to follow

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the same tactics that the Northwest Transport Line used in paying their commissions, but that was not the rule.

Q. What I want to know is whether your memory is so refreshed that you can give an account of it, or is it merely a theory of yours? A. Yes, sir.

Q. Which? A. That this extra commission was offered in order to induce agents to book for the steamer.

Q. Now, do you recall any other cases? A. Not at present, no, sir.

Q. And you say you were surprised to find that it was the fact with regard to the Estonia, you had forgotten it? A. I had forgotten all about it, sir.

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Mr. Burlingham: That is all.

RE-DIRECT EXAMINATION by Mr. Dorr:

Q. You would not now after having your attention called to the Estonia incident, you would not now say that there were not other incidents? A. I was greatly surprised to see this, but I only know that where it was done it is an exception.

Q. You would not now say that it was the only exception, would you? A. You can draw your own conclusions, Mr. Dorr.

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Q. I want to find out now as to the positiveness of your recollection? A. I was very positive when I made the answer to Mr. Burlingham.

Q. Are you equally positive now that you have found your recollection in that regard to have been in error, that there was not other instances of that same character? A. There may have been.

Q. It was a regular thing, was it not, to allow this additional commission of $1 to your general agents?

1648 A. To our general agents; yes, sir, who worked on a commission plan.

Q. So that as a matter of fact it was not your invariable rule only to allow a $2 commission as you stated to Mr. Burlingham yesterday, but it was the regular course of business as to certain New York agents, namely, your general agents, to allow them a $1 commission in addition to the $2 commission which you allowed to their sub-agents? A. No, but the regular agents are not what we call agents; I think we have only one general agent working on a commission basis in this country.

1649 Q. Who is he? A. That is at that time. Mr. Houghton in Boston; and he is not what we call a regular booking agent.

Q. He had sub-agents? A. Yes, sir; sub-agents to do the steerage work.

Q. His sub-agents get $2? A. Yes.

Q. And he gets $1 for every ticket sold through him by his sub-agents? A. Yes, sir.

Q. As to the other general agents do they receive any compensation for the sale of tickets through their sub-agents? A. No, they get a fixed salary.

Q. They get a fixed salary? A. Yes, sir.

Q. So that as a matter of fact there is paid by the

1650 lines a larger compensation for the sale of the steerage tickets than the $2 which is paid to the actual booking agent? A. If you will put it that way; yes, sir.

Q. And in addition to the so-called commission or the commission which you paid to your booking agents you also allowed them a certain portion of the so-called commercial allowance which you claimed from the railroads, did you not? A. Yes, sir.

Mr. Dorr: That is all.

Mr. Burlingham: That is all.

1651

PAUL G. FOURMAN, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. Now, Mr. Fourman, what is your business? A. I am passenger agent for the Uranium Steamship Company.

Q. How long have you been in the steamship business? A. Over six years.

Q. What was your first position in the steamship business and with what concern? A. As chief clerk for the Russian Volunteer Fleet in the office of C. B. Richard & Company.

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Q. In that position did you have anything to do with the steerage business of the Russian Volunteer Fleet? A. Yes.

Q. What were your duties in that regard? A. Corresponding with sub-agents and in general taking care of the passenger traffic.

Q. Was your employment by C. B. Richard & Company coincident with the establishment of the Russian Volunteer Fleet? A. Yes, sir.

Q. So that you were acquainted to some degree with the theory of the running of the line from its inception? A. Somewhat.

Q. Do you recall what steamers were in the fleet of the Russian Volunteer Line? A. Five steamers; Smolensk, Petersburg, Salratov, Kherson and Moscow.

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Q. Do you recall what trade these ships had been built for? A. They were built originally for the far eastern traffic between the Black Sea and Vladivostock.

Mr. Bullowa: I don't believe this witness knows this of his own knowledge.

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The Witness: Yes; of my own knowledge.

Mr. Bullowa: I don't think that information on the record is true, so I think before you let the witness testify as to these facts, you should show that he does know.

Mr. Dorr: I am satisfied that he knows them of his own information and knowledge.

Q. Now, as to the Moscow, was that a ship built the same way? A. No; the Moscow was originally the Fuerst Bismarck of the Hamburg-American Line.

1655 Q. Mr. Fourman, what route were these ships put on in the establishment of the Russian Volunteer Line? A. Libau to N. Y.

Q. Where is Libau, what part of Russia? A. Libau is on the Baltic Sea.

Q. Is that port near or within easy reach of a territory in which a large part of the North Atlantic steerage traffic originates? A. Not simply the North Atlantic, but the Russian.

Q. Which ordinarily goes by the North Atlantic province? A. Yes. Libau would cater only to Russian business.

Q. But the Russian business is a very large substantial part of the North Atlantic steerage traffic?

1656 A. It is, sir.

Q. Up to that time have there been any lines running from Libau direct to New York? A. No, sir.

Q. Did the steamers of this fleet touch any port on the voyage to New York and back? A. Rotterdam.

Q. Touch it both eastbound and westbound? A. Eastbound and westbound.

Q. This line engaged in the steerage traffic? A. Steerage and partly cabin and freight.

Q. What were the rates that this line established when it started in business? A. Do you mean the steerage rates?

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Q. The steerage rates? A. I don't remember exactly. I think they quoted $37 to Libau, and $31 to Rotterdam. It is a matter of record.

Q. Where is that record, do you know? A. I believe it is in the office of C. B. Richard & Company.

Q. Have you or your line any of those records? Now, do you recall whether or not at the institution of the service of the Russian Volunteer Fleet it met with any opposition steamers?

Mr. Beers: Objected to as leading; and as calling for a conclusion. Let him state facts, not inferences.

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Q. What is the answer, Mr. Fourman? A. I don't think at the very beginning.

Q. How many trips had been made so far as you can recall? A. I don't remember exactly.

Q. Do you recall whether or not the steamers of any other line engaged in service between Libau and New York touching at Rotterdam after the ships of the Volunteer Fleet had been put in that service? A. Yes, sir.

Q. What steamers? A. Steamers of the East Asiatic Steamship Company.

Q. Had that line prior to that time run any steamers in that service to your knowledge? A. Sir?

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Q. Had the East Asiatic Line run any steamers in the Libau service prior to the establishment of the service of the Russian Volunteer Fleet? A. No, sir; not prior to that time.

Q. Do you recall whether or not all the steamers which were put in that service were the steamers of the East Asiatic Company? A. I don't remember exactly, but I think one of them was the Courier.

Q. You misunderstand my question. Do you recall whether or not the Russian East Asiatic Line put

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on this service certain ships which up to that time had not been in the East Asiatic service? A. I don't know.

Q. Don't you recall, Mr. Fourman, that two ships, which had been formerly in the service of the Hamburg-American Line were put on that Libau service?

Mr. Bullowa: I object to that question as leading and in the second place it is cross-examining your own witness. He said he did not recollect and then you asked him the same question.

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Mr. Spooner: You stated on the prior examination that the three witnesses were hostile witnesses. Will you state this is not a hostile witness?

Mr. Dorr: I will state on the record that the line of which Mr. Fourman is an agent has insisted on only giving information under legal process. That is the case. I do not think that they are hostile in the sense that they intend to conceal anything, but they are not volunteering anything.

Mr. Bullowa: They have been conferring with you and suggesting the line of examination within the last two days, haven't they?

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Mr. Dorr: They have not been suggesting any line of examination. They have refused to answer questions which I have asked them, which I consider are pertinent to this matter, and they said they would not answer them unless they were asked in Court and compelled to answer.

Mr. Burlingham: Mr. Dorr, won't you answer the question? This is your witness, is it not?

Mr. Dorr: This witness has been called in court in obedience to direction as the two previous witnesses were.

Mr. Burlingham: And thus far you do not regard him a hostile witness.

Mr. Dorr: I regard his recollection on this point as at fault and I am endeavoring to refresh it.

Mr. Burlingham: Does that make him hostile?

Mr. Dorr: I understand when a witness is examined and he does not recollect something the examiner may, whether the witness is hostile or not hostile, he may direct his attention to any particular point to refresh his recollection. 1664

Q. (Question repeated.) A. I don't know.

Q. You have no recollection on that point whatever? A. I don't know exactly whether the steamers did belong to the Hamburg-American Line or to any other line.

Q. Didn't you know that two steamers were put on the Libau service which had formerly been in the service of the Hamburg-American Line?

Mr. Bullowa: He has already answered that question, "I don't know." 1665

The Witness: I do know two steamers were put in the service, but whether they belong to the Hamburg-American I don't know.

Q. I understand that you don't know anything about the title of those steamers or the ownership, but were you not familiar with the fact that those steamers had been engaged prior to their being put on the Libau service in the service of the Hamburg-American Line, whether that line owned them or not? A. I don't know.

1666 Q. Didn't you tell me that Mr. Fourman? A. I could not.

Q. Did you testify to that before the committee in Washington? A. No; I did not.

Q. Mr. Fourman, were there not two steamers which were put on this Libau service which had not formerly been employed in the service of the East Asiatic Steamship Company? A. I do not know, Mr. Dorr, whether they belong to the Asiatic Steamship Company.

Q. You have answered that question? A. What is the question?

1667 Q. I am asking you whether there were not two steamers put on this Libau service immediately or shortly after the institution of that service which had not previously been employed in the Russian East Asiatic Steamship Company's service, irrespective of whether the Russian East Asiatic Company owned them or not.

Mr. Bullowa: If you know?

A. I don't know.

Q. Do you recall the names of the steamers which were run by the East Asiatic Company from Libau to New York? A. At that time?

Q. Yes? A. That is after the beginning of the

1668 Russian War?

Q. When the service was instituted? A. I don't remember exactly, but I think it was the steamers Courier and Estonia.

Q. Were those the only steamers that were run in that service? A. I think there was the other steamer Latonia.

Q. Any others? A. I don't remember.

Q. Will you say that there were none? A. I don't know; I don't remember it.

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Q. Were all those steamers which had theretofore been employed in the service of the Russian East Asiatic Steamship Company? A. I could not tell you.

Q. What is your best recollection?

Mr. Bullowa: If you know.

Q. What is your best recollection; I am not asking you whether you know or not; I am asking you what your best recollection is on the point?

Mr. Bullowa: He has given his recollection.

A. The three steamers mentioned were then in the service of the Russian East Asiatic Steamship Company. 1670

Q. Had they theretofore been in that service or had certain of them been in the regular service of the Hamburg-American Line?

Mr. Bullowa: He has answered that already that he did not know.

Mr. Spooner: I object to that as leading.

Mr. Bradley: I object to the question as leading and cross-examining.

Q. Were those the only steamers employed in the service of the Russian East Asiatic Line? A. At that time. 1671

Q. You are sure of that, those were the only three? A. I don't remember; but I remember the three.

Q. You are quite clear about that, Mr. Fourman? A. Just after the beginning of the Russian Volunteer Fleet those are the three steamers that I remember; there were many others after that.

Q. Do you recall whether or not thereafter there were two steamers which had previously been in the service of the Hamburg-American Line? A. I don't know whether they were in the service of the Hamburg-American Line.

1672 Q. When you say "know," what do you mean, Mr. Fourman; do you mean you did not see them, were not on them when they had the officers of the Hamburg-American Line on them?

Mr. Spooner: I object to that as cross-examination of the Government's witness.

Mr. Dorr: This witness has before a Congressional Committee partly been desirous of giving a free and full statement on this matter. I don't know what has caused an apparent change in his attitude. I propose to search

1673 his recollection and see whether I cannot find in it now things which previously were in it.

Mr. Burlingham: That is cross-examination.

Mr. Dorr: I claim that I have a right to do that where the witness has apparently forgotten things which he previously to the knowledge of the Government knows.

Mr. Bullowa: Perhaps at that time he was testifying to things that he did not know. Now, he realizes that he is in Court and that he has to testify only what he actually knows under oath.

Mr. Dorr: He was under oath at that time,

1674 has been twice before. I don't think that testimony under oath is informal in the sense that a man is permitted to state things which are not true. I don't know of any such informality of a legal proceeding.

Mr. Bullowa: But he was not subject to cross-examination.

Mr. Dorr: I don't know that because the witness is not subject to cross-examination, therefore, he is entitled to state things which are not true. I believe his previous testimony has been true throughout.

1675

Q. Now, Mr. Fourman, what were the names of the steamers which subsequently engaged in this East Asiatic service? A. The Birma, the Russia, the Kursk, and the Czar.

Q. Those are the only ones of which you have any recollection? A. Yes.

Q. Now, Mr. Fourman, do you recall what rates were advertised by the Russian East Asiatic Line as against the sailings of the Volunteer Fleet? A. I don't remember the exact rates.

Q. What is your best recollection of those rates? A. They were similar to the Russian Volunteer Fleet, or at times lower.

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Q. And do you recall whether or not the rate to Libau made by the Russian East Asiatic Steamship Line was made lower than the rate originally established by the Volunteer Fleet? A. I don't remember.

Q. No recollection? A. No.

Q. Do you recall whether or not the Russian Volunteer Line reduced its rate below $37.50 which you said was the rate which they had established? A. Yes; occasionally they reduced the rates.

Q. Was that to follow the rates of the ships the sailings for which had been set on the same date as the East Asiatic?

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Mr. Burlingham: Objected to as calling for a conclusion, and leading.

A. It must have been for that reason.

Mr. Bullowa: I move to strike out the answer about what must have been as a conclusion of the witness.

Q. Do you recall whether or not the sailing of the ships of the Russian East Asiatic Line were fixed for

the same day as the sailings of the Russian Volunteer, at or about the same day? A. I don't remember.

Q. Do you recall whether or not a rate was made by the Russian East Asiatic steamers or other steamers from Rotterdam which was less than the $30 rate established by the Russian Volunteer Line from that point? A. I do not remember the rates exactly.

Q. Now, Mr. Fourman, how long did the Russian Volunteer Fleet stay in existence or maintain its service? A. Two years.

Mr. Bullowa: It is still in existence, isn't it?

1679 Q. How long did it maintain its service? A. Between Libau and New York?

Q. Yes? A. Two years.

Q. And it discontinued its Rotterdam service at the same time? A. At the same time.

Q. Did you thereafter become connected with the New York and Continental Line? A. Yes.

Q. What were the ships of that line? A. Avoca, Jelunga and Volturno.

Q. Did the Avoca subsequently become the Uranium? A. Yes.

Q. When were these steamships put in service by the New York and Continental? A. Sir?

1680 Q. When were these steamships put in service by the New York and Continental? A. For the passenger or freight service?

Q. For the passenger and freight, both? A. I don't know—

Q. I don't mean exclusively for freight; I mean for passenger and freight? A. In 1908.

Q. How long did they continue in the service; how long did the service of the New York and Continental Fleet continue? A. I don't remember. I was on the other side when they discontinued the service.

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Q. Can you give me the date approximately? A. It was either in August or September, 1908.

Q. August or September, 1908? A. I am not sure.

Q. Do you recall whether or not while the New York and Continental was engaged in the service between New York and Rotterdam that ships of other lines sailed on the same sailing dates as the ships of the New York and Continental? A. Yes, other steamers sail the same day.

Q. Do you recall whether or not when a ship of the New York and Continental Line sailed some ship of some other company reduced its ordinary rate to a rate the same or lower than the established rate of the New York and Continental?

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Mr. Bradley: Objected to as leading and calling for a conclusion.

A. I don't remember whether the rates were reduced against the steamers of the New York and Continental Line, because at that time we had the Russian Volunteer Fleet in the same offices and rates were reduced both against the Russian Volunteer Fleet and the New York Continental, at times by more than one steamer of the other lines.

Q. But there always was some steamer of the other lines, one or more steamers of the other lines with a reduced rate? A. Yes; with a reduced rate.

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Q. What was the rate between New York and Rotterdam which was established by the New York and Continental Line when it entered upon the New York and Rotterdam service? A. I don't remember. It is a matter of record. I don't remember the exact date.

Q. Have you got those records? A. No; they would likely be in the office of C. B. Richard & Company.

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Q. What is your best recollection about it, if you have any recollection, Mr. Fourman? A. I don't think I remember the rate.

Q. You were the passenger agent at that time for that line? A. Yes; but my time was mostly taken up by the Russian Volunteer Fleet.

Q. You were passenger agent for the New York and Continental, were you not; that is, you had charge of the passenger work, did you not, Mr. Fourman? A. Yes; some of the work.

Q. And the rate which was fixed for this traffic was, of course, vitally important in the getting of pas-

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senger business, was it not, for the line? A. Yes, sir.

Q. And you have no recollection whatever as to what that rate was? A. No, sir.

Q. It may have been $60? A. No; it was not $60, but I don't remember the exact rate we quoted at that time for the New York Continental Line.

Q. Approximately what was it? A. About $28 or $30.

Q. Substantially the same rate that was established originally by the Russian Volunteer Line? A. I think lower than the original rates of the Russian Volunteer.

Q. What is your recollection as to whether or not

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there was any difference between the eastbound and westbound rates, or have you any recollection on that point? A. We did not book westbound passengers for the New York Continental Line.

Q. You did not have charge of the booking of that business? A. We did not book them at all in New York or in the United States.

Q. So that you are not familiar with the westbound rates? A. No, sir.

Q. You were referring to the eastbound rates when you fixed the figure at $28 or $30? A. Yes, sir.

Q. Did you have charge of securing agents for

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the Russian Volunteer Fleet and the New York Continental? A. Yes, sir.

Q. Did you experience any difficulty—what did you do in regard to agents for your lines, and what, if any, difficulties did you experience in securing them? A. I visited some of the agents who were engaged in selling steamship tickets for other lines and offered them the agency of our line.

Mr. Burlingham: Which line is this?

The Witness: The Russian Volunteer Fleet.

Q. Is that a part of the New York and Continental also? A. Yes.

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Q. What was the result? A. Some of them refused to accept the agency or rather to accept the tickets for the reason that they were representing so-called conference lines and stated that it was one of the rules of the conference lines not to sell steamship tickets for independent lines.

Mr. Bullowa: I move to strike that out as incompetent, irrelevant, hearsay and not the best evidence.

Mr. Dorr: It seems to the Government that where matters which are sought to be elicited by examination are matters of common knowledge which the witness learns in the ordinary course of business that the mere fact that some of that information is obtained from third parties does not vitiate his testimony.

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Q. What commission did you pay to the agents for the Russian Volunteer and the New York Continental Lines? A. $3 on steerage business.

Q. Now Mr. Fourman, it has been suggested here by Mr. Nyland, the previous witness, on examination by the defendants that there was unfair competition on the part of the Russian Volunteer Fleet and the New York Continental because your lines as I under-

1690 stood it, gave larger commissions to agents. Those agents gave the public part of the benefit of those commissions. Will you state the reason why you paid $3, rather than $1 or $2? A. That is, why we paid $3?

Q. Yes. A. As against $2 of the other lines?

Q. Yes. A. I don't know the reason why; we paid them $3.

Q. Your agents were confined, were they not, to representing your line? A. I guess so.

Q. Was it not one of the reasons why you paid that higher commission, in order to get agents who were
1691 compelled to act for you exclusively, you found that it was necessary to pay a higher commission?

Mr. Burlingham: Objected to as leading and argumentative, as cross-examination and as calling for a conclusion.

Mr. Bullowa: And cross-examining his own witness.

Mr. Dorr: I will stand on that question.

The Witness: What is the question?

Q. Was not one of the reasons why you fixed a $3 rather than a $2 commission, the fact that because of the rules of the conference, your agents would be con-
1692 fined to representing your line alone? A. Yes, that was one of the reasons.

Mr. Burlingham: Same objection.

Mr. Bullowa: I move to strike out the answer.

Q. Did you experience any difficulties in securing agents?

Mr. Bullowa: Objected to.

A. In securing new agents or in securing agents who had already been engaged in the sale of steamship tickets?

Q. Agents who were experienced in the steamship business? A. I stated before, that agents who were selling tickets for other lines refused to accept the agency of our line.

Q. Did you experience any difficulty in the sale of tickets of your line in the steerage business because of representations which were made by the agents of the conference lines as to the character of the ships of your line and the way in which they were run?

Mr. Bullowa: Same objection as to the form of the question; it is leading and suggesting an answer to the witness. 1694

A. I don't quite understand your question.

Q. (Question read by stenographer.) A. Some of the conference agents were advising passengers who would ask for tickets of the Russian Volunteer Fleet that the steamers were not fit to travel on.

Mr. Beers: I move to strike that out as not responsive.

Mr. Dorr: I offer this and propose to connect it with a letter which is already in evidence from Mr. Richard to the conference lines giving to those conference lines a notice that their agents were engaged in this practice, a letter which, as I understand it, the conference lines never made any answer to. 1695

Mr. Beers: I do not understand that either Mr. Richard's letter or this witness's statement is any proof as to any facts.

Mr. Burlingham: My point is whether it is of his own knowledge he is testifying to.

Mr. Dorr: I appreciate that Mr. Beers, that mere fact that Mr. Richard wrote a letter stating that certain things were being done by conference agents is no proof that they were being

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done, but the fact so far as can be ascertained, the conference lines made no effort to ascertain whether or not those charges were true and ignored the letter which contained those charges, seems to me to be admissible as significant of the intent and attitude of the conference lines on this matter?

Mr. Beers: But as I recall that letter, it was to a certain extent, abusive of the lines. If so, it is perfectly natural a business man might resent something he considered a rather undignified attack on him.

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Mr. Dorr: I am saying the possible source of Mr. Richard's knowledge.

Q. Did you report these matters to Mr. Richard? A. Yes, sir.

Q. What was the source of your information on this point? A. Well, I just heard so from our own agents.

Mr. Burlingham: Now, we move to strike it out as purely hearsay.

Mr. Bullowa: I would suggest, Mr. Dorr, that you let him specify any particular agent he heard it from, so we can place the source of

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this hearsay.

Mr. Dorr: I think this is no more hearsay than Mr. Nyland's testimony yesterday to the fact that people had told him that the rates of the Uranium Line were so and so, certain figures. I think in most cases it is proper to go into these matters and the Court will give such weight to this evidence as it desires.

Mr. Bullowa: I make the suggestion, Mr. Dorr, that you ask him in particular where he derived this hearsay from, what particular person, so we can follow it out.

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Mr. Dorr: You may cross-examine him as much as you desire, Mr. Bullowa.

Q. Now, as to the New York Continental Line that went out of business; did you subsequently enter the employ of the Northwest Transport Company? A. Yes, sir.

Q. When was that? A. 1909.

Q. What were your duties in connection with the Northwest Transport Company? A. Same as with the Russian Volunteer Fleet and the New York Continental Lines.

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Q. What were the ships of the Northwest Transport Company? A. The Uranium, Volturno, Raglan Castle, the Napolitan Prince, the Sicilian Prince and the Campania or Campanello.

Q. Between what ports did these steamers ply? A. Between Rotterdam and New York, touching Halifax, Nova Scotia.

Q. Do you recall the rates which the Northwest Transport Company established for the New York-Rotterdam service? A. At the very beginning?

Q. Yes? A. I don't remember the exact rates.

Q. Take the eastbound service first; what was the rate of the eastbound service, as nearly as you can recollect? A. About $30.

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Q. What was the westbound rate? A. $36.

Q. Do you recall whether or not a steamer or steamers of other lines sailed on the sailing dates set for the steamers of the Northwest Transport Company? A. Yes.

Q. And reduced their rates to a figure lower than the regular rates for such steamers and lower than the regular rates of the Northwest Transport Line?

Mr. Beers: Objected to as leading.

A. Yes, sir.

1702 *Paul G. Fourman*

Q. You do recall whether they did or not? A. Yes.

Q. But that was done, is that your recollection? A. That on the same date, when a steamer of the Northwest Transport sailed, there would be a steamer of some other line with a reduced rate, that is, reduced from their original rate.

Q. Reduced to a point lower than the regular rate of the Northwest Transport Line?

Mr. Burlingham: Objected to as leading.

Q. How did their rate as reduced, compare with
1703 the regular rate of the Northwest Transport steamers? A. What is the question?

Q. How did the rate to which the rate of the steamers of the Conference Line compare with the regular rate of the North West Transport Line? A. The reduced rate of the Conference Line compare with the original rate?

Q. The North West Transport? A. Well, they would reduce the rate a dollar below our original rate.

Q. Now after such reduction by the Conference Line steamers, did you find it necessary or did you reduce your rate then too? A. Yes, sir.

Q. And on the reduction of your rate, what if anything was done by the Conference Line steamers as to
1704 rates? A. Sometimes they followed with another reduction.

Q. Was that their ordinary practice? A. Not on all sailings.

Q. On what sailings did they not do that? A. I cannot exactly state, but on some of them they didn't.

Q. You mean there were individual instances where they did not do it?

Mr. Bullowa: I object to that.

A. Just one reduction would take place.

Q. Now, what was the ordinary practice?

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Mr. Burlingham: If they had any?

A. They would send out circulars to their agents a week or sometimes eight or nine days before the sailing of the steamer, announcing a reduction in rate for a particular sailing, on the date when our steamers would sail.

Q. And in the event that you reduced your rate to meet that rate what would the Conference Line steamers do in the ordinary course? A. They would then send out another reduction, another circular, announcing a further reduction. That would take place about five days before the sailing of the steamer.

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By Mr. Bullowa:

Q. Are you testifying as to what you know? Do you know these things or are they hearsay? A. I know these things.

By Mr. Dorr:

Q. It was part of your business; was it part of your business to ascertain not only the rates of your own line, but the rates of other lines? A. Yes, sir.

Q. Did you inform yourself of the public rates of the various lines as well as your own? A. Yes, sir.

Q. To what point were rates reduced by the Conference Line steamers and your steamers? A. Do you mean comparative?

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Q. Between New York and Rotterdam? A. Well, sometimes they were as low as $21.

Q. How long did the North West Transport Line continue in business? A. From February, 1908, until April, 1910, I think, or 1909.

Mr. Beers: From February, 1908.

The Witness: From February, 1909, pardon me, I will have to recollect that. February, 1909, I think, until April, 1910.

1708 *Paul G. Fourman*

Q. Now, after that time did you enter the employ of some other steamship company? A. The North West Transport Line was succeeded by the Uranium Steamship Company, same steamers, Uranium steamers.

Q. Did they have the same steamers then? A. Yes, sir.

Q. What were your duties with the Uranium Line? A. Same as before.

Q. What, if anything, was done by the steamers of the Conference Lines as to sailings and rates on the sailing dates of the steamers of the Uranium Line?

1709 A. Similar to the previous tactics.

Mr. Beers: I object to the witness characterizing the acts of the other lines and move to strike out the answer.

Q. Now, as to your agents, what was the situation with regard to obtaining agents for the Uranium Line? A. Similar to those as with the other lines.

Q. That is, you experienced the same difficulties? A. Same difficulties.

Q. How about your commissions; what were your commissions for the Uranium Line or for the North West Transport? A. $3 and sometimes $4.

1710 Q. Was the commission of $4 paid to all agents? A. No, sir, to some agents, the general agents and to agents who were doing a larger amount of business.

Q. Do you recall any occasions on which the steamers of the Conference Lines did not cut their rates on the sailing dates of the steamers of the North West Transport and the Uranium Line? A. There were one or two cases.

Q. Do you recall in the early part of 1910 or 1911 that that occurred? A. I don't remember.

Q. You have no recollection whether at the beginning of 1910, there were not several sailings, two

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sailings successively when the Conference Lines did not oppose your steamers with a competitive steamer? A. I don't remember whether it was at the beginning of 1911, but I do remember that it was at the beginning of 1912.

Q. Beginning of 1912? A. Yes, sir.

Q. When that was done, did you reduce your rates below the regular rates? A. Not necessarily.

Q. Did you? A. I don't remember.

Q. Have you any papers which would show? A. I think the circulars will show.

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Q. Now, at that time from the fact that two or more sailings had gone by, in which you were not opposed, did you not alter your instructions to your agents and endeavor to insure that your agents would not sell below your published rates? A. Yes, sir, I did.

Q. What steps did you take with that end in view? A. I have sent out letters and telegrams to agents, advising them that they should sell at the original rates quoted by us and that we will not accept passengers at a lower rate.

Q. Thereafter, was there a return to the previous situation, where Conference ships sailed in opposition to your ships? A. Yes, sir.

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Q. Where the Conference ships cuts the rates below your regular rates? A. Yes, sir.

Q. Is that still the situation? A. Yes, sir.

Q. What is the most recent instance of it? A. The last steamer of our line which sailed from New York was the Uranium, that was on the 20th of June. The steamer which sailed in opposition to ours was the Cleveland.

Mr. Beers: I make the same objection. The witness is stating a conclusion. I move to strike out the answer.

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Q. What line is that? A. Hamburg-American Line.

Q. And did the Cleveland advertise for that sailing a lower rate than its regular advertised rate? A. Yes, sir.

Q. Do you recall what rate it advertised? A. Originally.

Q. Original rate, yes? A. I think $35.

Q. What was the rate which it advertised on the sailing of the Uranium? A. $25.

Q. Now, do you recall whether or not there were any instances where your ship did not sail on the advertised sailing date? A. Yes, sir.

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Q. Do you recall any instance of 1910? A. I don't remember.

Q. Of dates, open sailing dates of the Uranium? A. What part of the year, what month?

Q. January, 1910? A. If you have the circulars I might recall some of them.

Q. Now, I show you certain papers and ask whether those will refresh your recollection?

Mr. Bullowa: Which papers are they?

Q. I show you such papers which I will have marked collectively if you desire, exhibit for identification? A. I see a circular advertising the sailing of the

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steamer.

Q. Do not testify from the circular. Does an inspection of those circulars refresh your recollection as to whether there was an occasion in the winter of 1910—

Mr. Beers: Have you identified those circulars?

The Examiner: Defendants' Exhibit 1, for identification and Petitioner's Exhibit 90.

Q. Now do you recall whether or not in the winter of 1910, that the sailing dates of the steamship Uran-

ium were postponed? A. I recall that the steamer Uranium which was originally advertised to sail on January 15th, was postponed to January 18th.

Q. Now do you recall whether or not a steamer of the Conference lines was advertised to sail on January 15th, the original sailing date of the Uranium steamer Graf Waldersee, have you any recollection about that? A. No, I don't remember what steamer sailed on that date, or was scheduled to sail on that date.

Recess taken until 2:00 o'clock P. M.

1718

Afternoon session.

PAUL G. FOURMAN, recalled:

Direct-examination continued by Mr. Dorr:

Q. Now, Mr. Fourman, I show you what purports to be a steerage and third cabin circular No. 1, under date of January 3rd, 1910, of the Hamburg American Line.

Mr. Spooner: Will you let me see that?

Mr. Dorr: Yes, certainly. I offer the same in evidence. 1719

Marked Petitioner's Exhibit No. 163.

Q. I show you what purports to be a circular of the North West Transport Line, concerning the sailing of the steamer Uranium, Saturday, January 15th, 1910, and fixing a steerage rate to Rotterdam at $25, Antwerp $26, Bremen $27, Hamburg $28, and ask whether that is a circular of the Northwest Transport Line? A. It is.

1720 *Paul G. Fourman*

Mr. Dorr: I offer that in evidence.

Marked Petitioner's Exhibit No. 164.

Q. Now, at the time that that circular was issued, Mr. Fourman, what was the regular eastbound rate to Rotterdam of the steamers of your line? A. I have not seen that circular of our line; $25 to Rotterdam; $28 to Hamburg.

Q. Now, do you recall what the regular rate of the Hamburg-American Line was at that time? A. $35.

Q. I call your attention to Government Exhibit No. 85, which purports to be a circular, advertising the sail-
1721 ings and rates by the steamer Graf Waldersee of the Hamburg-American Line, showing a rate of $35 to Hamburg? A. Yes, sir.

Q. And ask whether that was in accord with the regular published rates of that line as you were familiar with them at that time? A. Yes, sir.

Mr. Spooner: You mean to say that was the steerage rate of that time?

The Witness: Yes, sir, $35.

Mr. Dorr: As I understood, you admitted that that was the advertised rate.

Mr. Spooner: What I admitted was a white circular. I admitted this was published, but
1722 I denied its accuracy as to the $35 rate for steerage.

Mr. Dorr: Well, as I understand it, you admitted that this particular advertisement of the sailing of the Graf Waldersee, containing an advertisement of the steerage rate of $35 to Hamburg, printed January 15th, 1910, was actually issued by that line.

Mr. Spooner: This has been introduced in evidence. Qualify it in the record; the defendant will admit it. Of course, you cannot use my admission except as it is qualified.

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Mr. Dorr: Then I will not attempt to use your admission, Senator, and you may strike out the admission.

Q. I show you this circular, Mr. Fourman, and ask you whether that is a circular which you obtained at or about the time of its publication? A. Yes, sir.

Q. And do you recall where you obtained it? I am not asking you to state where, but do you recall where you obtained this circular? A. Yes, sir.

Q. Do you recall whether or not it was at an office of the Hamburg-American Line or one of its agencies? A. One of its agencies.

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Mr. Dorr: I renew my offer in evidence and ask to have it recorded the same number as originally offered, as Exhibit No. 85, the number which it originally bore.

Q. Now, I show you what purports to be a circular of the Hamburg-American Line, dated January 8th, 1910, providing for a reduction of the steerage outward rate by the steamship Graf Waldersee, on its sailing January 15th, 1910, to $24, and ask whether you obtained that circular from one of the agencies of the Hamburg-American Line? A. I did.

Mr. Dorr: I offer that in evidence.

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Mr. Spooner: I admitted this circular; it is already marked No. 84.

Mr. Dorr: Referring to Exhibit 84; withdraw the offer.

Q. Do you recall whether after the advertised reduction of the rate on the Graf Waldersee of the Hamburg-American Line to $24, you made a reduction of the rate on the Uranium from the previously advertised $25 rate? A. I don't remember; if you will show me some of our circulars.

1726 Q. I show you what purports to be a circular of the Northwest Transport Line, advertising a sailing of the Uranium on January 18th, and purporting to quote a rate of $22 to Rotterdam? A. Yes, sir.

Mr. Burlingham: How much to Hamburg?
Mr. Dorr: $24 to Hamburg.
Marked Petitioner's Exhibit 165.

Q. Do you recall whether or not, prior to the issuance of the circular of the Northwest Transport Line, Exhibit 165, the North German Lloyd had issued the circular which I now show you? A. Yes, sir.

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Mr. Dorr: I offer that circular in evidence and will ask you to translate it.
Marked Petitioner's Exhibit No. 166.

The Witness: Do you want me to translate this?

Q. Yes? A. The circular is printed in Polish and states, "North German Lloyd from New York to Bremen, twinscrew steamer, Neckar, 520 feet long, 9850 tons register, will sail Saturday, January 18th, 10 o'clock A. M. to Bremen, rate for steerage ticket to Bremen is $24."

Q. Now, the originally announced sailing date of the Uranium had been the 15th of January, had it not? A. Yes, sir.

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Q. And the original rate $25? A. Yes, sir.

Q. Then, the Hamburg-American Line reduced the rate of the Graf Waldersee from $25 to $24 for the sailing January 15th? A. Yes, sir.

Q. Now, did the Uranium sail on the 15th? A. Not as I can see from the published circular; the sailing was postponed until the 18th of January.

Q. Do you recall the cause of that postponment? A. Yes, sir; the late arrival of the steamer.

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Q. Now, after the postponement of the sailing of the Uranium had been made to the 18th of January, do you recall whether or not the North German Lloyd then advertised the sailing of the Neckar for the 18th? A. Yes, sir.

Q. Do you recall whether the rate of $24, so announced for the Neckar for the 18th of January, was less than the previously advertised rate for the Neckar? A. Yes, sir.

Q. What was the ordinary published rate for the North German Lloyd steamers at that time to Bremen? A. I think $35.

1730

Q. Now, after the advertisement of the Neckar, then the Uranium, of your line, reduced the rate to $22, for the Uranium? A. Yes, sir.

Q. Do you recall whether the Uranium sailed on the 18th? A. I don't think so; I don't remember.

Q. I show you what purports to be a circular of the Red Star Line, under date of January 18th, 1910, announcing a first class rate to Antwerp of the steamer Lapland, of $22, sailing January 22nd, 1910, Government Exhibit No. 88, and ask whether that refreshes your recollection as to the postponed date of sailing of the Uranium? A. Yes, sir.

Q. Now, what was the date to which the sailing of the Uranium was postponed? A. To my recollection 1731
it was to January 22nd, 1912.

Q. Now, Mr. Fourman, when the sailing date of the Uranium was originally January 15th, the Graf Waldersee lowered its rates for that date, the Uranium sailing was postponed to the 18th and the Neckar lowered its rates for that date, postponed again to the 22nd and the Lapland lowered its rates to $22? A. Yes, sir.

Q. That $22 was not the original rate of the Lapland, was it? A. No, sir.

1732 *Paul G. Fourman*

Q. What was the original rate of the Lapland? A. I don't know exactly what the rate was.

Q. Can you give it approximately? A. I think it was $35, but I am not sure.

Q. I show you Defendant's Exhibit 1 for identification and offer the same in evidence and ask you whether that is the circular of the Northwest Transport Line? A. Yes, it is.

Q. I call your attention to the announcement of the sailing of the Napolitan Prince, on Saturday, January 29th, 1910, and ask whether $25, the rate entering on this circular was the advertised steerage rate for the
1733 sailing of that ship? A. Yes, sir.

Marked Petitioner's Exhibit No. 167.

Q. Now, I show you what purports to be a circular of the Hamburg American Line, advertising the sailing of the President Lincoln on January 29th, 1910, and the steerage rate to Hamburg of $35, and ask you whether or not you obtained this circular from some agents or agency of the Hamburg-American Line?

Mr. Burlingham: Why don't you ask him where he obtained it for a change.

1734 Mr. Dorr: You made the qualified admission in regard to this.

Mr. Spooner: Yes.

Q. Do you recall whether or not there was a reduction in the rate of the President Lincoln for the sailing, January 29th, from $35 to $22? A. I can't remember exactly what steamer was against us at that time.

Q. I call your attention to Exhibit 86 and ask whether that refreshes your recollection? A. It does.

Q. Do you recall whether or not the Napolitan Prince reduced its rate to $22? A. As I see from our circular.

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Q. Is that your circular, the paper which I show you? A. Yes, sir.

Q. And are the facts stated on that as to the reduction in rates correct? A. Yes.

Mr. Dorr: I will offer that in evidence.

Marked Petitioner's Exhibit No. 168.

Q. Now, Mr. Fourman, can you state whether or not the rate advertised in Government's Exhibit 167 to Hamburg, was the rate of your line to that point? A. Yes, sir.

Q. Rate of $28? A. Yes, sir.

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Q. Are you familiar with the inland European rates from the ports of Rotterdam and Hamburg? A. To some extent.

Q. Have you had occasion to examine them? A. Yes, sir.

Q. Inland rail; have you sufficient familiarity with them to state whether or not—

Mr. Spooner (interrupting): Have you got a tariff?

Mr. Dorr: I don't think I have any Hamburg tariff. If I did have one I would use that. I will let the tariff speak for itself.

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Q. I show you what purports to be the tariff of the Uranium Steamship Company, European railroad tariff from Rotterdam and ask whether that was a tariff published by you? A. Yes, sir.

Mr. Dorr: I ask that that be marked for identification.

Marked Petitioner's Exhibit No. 169, for identification.

Q. Did you fix the inland rates in accordance with this tariff which has just been identified? A. In connection with steerage passengers.

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Q. Referring again to Government's Exhibit 164, I ask you whether the sailing of the Sicilian Prince was advertised for Saturday, February 25th, for $25 for Rotterdam, and $28 to Hamburg? A. Yes, according to the circular.

Q. That circular was correct in that particular? A. Yes, sir.

Q. I show you Exhibit 90, purporting to be a circular of the Hamburg-American Line, advertising the sale of the President Grant on February 5th, 1908, the steerage rate to Hamburg being $35, and ask whether or not that is a circular which you obtained

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of an agent or agency of the Hamburg-American Line? A. Yes, sir.

Mr. Dorr: I renew my offer in evidence, without taking advantage of the qualified admission.

Q. Do you recall whether or not there was a reduction of the rate of the President Grant for that sailing? A. I don't remember.

Q. I show you what purports to be a circular of the Hamburg-American Line, Government Exhibit 89, and ask whether that was received by you from an agent of the Hamburg-American Line? A. Yes, sir.

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I think so.

Mr. Dorr: That is already in evidence.

Q. That is a reduction from $35 to $32? A. I don't remember whether it was from $35 to $32.

Q. Well, as a rule there was a reduction? Well, go ahead and give us your best recollection about the matter? A. I cannot tell whether it was reduced from $35 to $32? This was the intermediate reduction down from $35 to $32; there might have been something between.

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Q. There may have been an intermediate reduction? A. Yes; that is reduced that day.

Q. That is the last reduction? A. I cannot tell whether it was the last reduction.

Mr. Spooner: Reduction from $35 on that other card, to $32?

The Witness: It seems so.

Q. As I understand, you are not sure whether or not there was intermediate reductions? A. I am not sure.

Q. Do you recall whether the rate of the Sicilian Prince of your line was reduced to $23 for the sailing of February 5th? A. I remember issuing this postal card, and offering the reduction.

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Q. That was accurate? A. Yes, sir.

Mr. Dorr: I offer this in evidence; this is the Northwest Transport?

The Witness: Yes, sir.

Marked Petitioner's Exhibit No. 170.

Q. I show you what purports to be an advertisement of your line of the sailing of the Volturno, for April 2nd, 1910, steerage $28 to Rotterdam; was that issued by your line? A. It was issued by the Northwest Transport Line.

1743

Q. And does that accurately state the rate? A. Yes, sir.

Mr. Dorr: I offer that in evidence.

Marked Petitioner's Exhibit No. 171.

Q. Do you recall whether after the issuance of the advertisement of that rate, there was issued by the White Star Line a circular which I now show you, advertising the reduction of the rate of the steamship Laurentic to $27 to Hamburg, Bremen, Antwerp and Rotterdam, third class? A. Yes, sir; I remember obtaining this particular card from one of the agents of a conference line.

1744

Mr. Dorr: I offer that in evidence.
Marked Petitioner's Exhibit No. 172.

Q. Has that been the usual rate of the Laurentic? A. No, sir; this was a reduced rate.

Q. What to the best of your recollection was the original rate? A. I don't remember.

Q. Well, approximately, Mr. Fourman? A. Well, either $33 or $35.

Q. Now, under this circular of the White Star Line, the same rate was made for Rotterdam, Antwerp, Bremen and Hamburg; had your line been making the same rate for those points, prior to that time?

1745

A. No; we quoted just a rate to Rotterdam.

Q. After seeing that circular did you make any change in your system of advertising rates? A. I don't remember; perhaps I did.

Q. I show you what purports to be a circular of the Northwest Transport Line, announcing a change in sailing of the Volturno to April 9th, and a flat rate to Antwerp, Hamburg and Rotterdam of $28? A. Yes, sir, I remember that.

Q. That is your own circular? A. Yes.

Q. And accurately states the rates? A. Yes, sir.

Mr. Dorr: I offer it in evidence.

1746

Marked Petitioner's Exhibit 173.

Q. I show you a circular of the White Star Line, advertising a reduction in rate for the steamship Adriatic to sail April 9th, a reduction of rate to $27 for this steamer and sailing only, rates for all other sailings will remain unchanged. Do you recall whether or not you received that from some agent of a Conference Line? A. Yes, sir.

Q. Do you recall whether there were any further reductions on that trip? A. I do not.

Mr. Dorr: I offer that in evidence.
Marked Petitioner's Exhibit 174.

Q. So that it appears from these circulars, does it not Mr. Fourman, that when the sailing of the Volturno was postponed from April 2nd to April 9th, a second steamer was advertised with a reduction in rate on the postponed sailing date of the Volturno?

Mr. Spooner: The circulars speak for themselves. I object to the question and to the witness characterizing them.

A. Yes, sir. 1749

Q. Do you recall whether or not steamers of the North German Lloyd, as well as the steamers of the Red Star Line and White Star Line and Hamburg-American Line introduced rates against your steamers? A. I didn't get that.

Q. Do you recall whether or not a steamer of the North German Lloyd at any time sailed at a reduced rate on the same sailing dates as your own steamers? A. In many cases.

Q. I call your attention as to what purports to be a circular of your line, advertising the sailing of the Sicilian Prince for March 19th, 1910, steerage rates to Rotterdam $28, and ask whether that is issued by your line? A. It is.

Mr. Dorr: I offer that in evidence.
Marked Petitioner's Exhibit No. 175.

Q. I show you what purports to be a circular of the North German Lloyd steamer Darmstadt, advertising the sailing of the steamer Darmstadt for Bremen on March 19th, at a steerage rate of $27? A. Yes, sir.

Q. And ask whether that is the circular you obtained from one of the agencies of the North German

Lloyd Line? A. This is not an agency circular. This is a so-called hand bill and I don't remember whether I received it from one of the agents or simply in some other way. It was practically issued to the public.

Q. Did you obtain it from some public source, some source to which the public had access? A. I think so.

Mr. Dorr: I will offer that in evidence.
Marked Petitioner's Exhibit No. 176.

1751 Q. I show you what purports to be a circular of the Northwest Transport Line advertising a sailing of the steamer Uranium with the rate of $25 to Rotterdam, $28 to Hamburg, $27 to Bremen, $33 to Libau, sailing December 4, 1909, and ask whether that is a circular of your line? A. Yes.

Mr. Dorr: I offer this in evidence.
Marked Petitioner's Exhibit No. 177.

Q. I show you what purports to be a circular of the Russian American Line announcing a change in rates only for the steamship Lituania sailing for New York, on December 4, 1909, quoting a steerage Rotterdam rate of $24, and ask whether that is a circular
1752 of the Russian American Line, which you obtained from an agent of that line or from some source where it was being issued to the public? A. It is.

Mr. Dorr: I offer that in evidence.
Marked Petitioner's Exhibit 178.

Q. I show you what purports to be a circular of the Northwest Transport Line advertising a sailing of the Volturno with a rate of $25 to Rotterdam, for November 20, 1909, and ask whether that is a circular of your line? A. It is.

1753

Mr. Dorr: I offer that in evidence.
Marked Petitioner's Exhibit 179.

Q. I show you what purports to be a circular of the Russian American Line advertising the reduction in rates on the steamship Estonia, from New York to Rotterdam for November 20, 1909, to $24, and ask you whether that is a circular which you obtained from the Russian American Line or its agents, or from some public source? A. Yes, it is.

Mr. Dorr: I offer that in evidence.
Marked Petitioner's Exhibit 180.

1754

Q. Do these circulars as to which I have been examining you illustrate the course of business of your lines and the Conference Lines as to the fixing of rates for the sailing of steamers during the period which you have testified to; that is, from February, 1906, to the present time? A. Yes, sir.

Q. Mr. Fourman, will you state the course of business of your line as to the sale of prepaid westbound tickets to inland points in the United States? A. We are selling them in the same way as any other line. We are selling westbound prepaid tickets in the same way and manner as any other line does.

1755

Q. Do you issue rail orders to your passengers which are honored by the railroads on the arrival of the passenger at New York? A. Yes, sir.

Q. And do you thereafter pay the railroad the sums covered by those rail orders? A. We don't pay direct to the railway companies.

Q. To the association representing the railroad companies? A. No, we pay to the so-called Emigrants' Clearing House.

Q. That is an organization which represents the railroads, does it not, in the matter? A. I suppose so.

1756 Q. Do you know whether or not that is the same way in which the other steamship companies pay railroads for their rail orders? A. I think so.

Mr. Spooner: I move that the answer be stricken out.

Mr. Dorr: I will consent that that be stricken out unless his knowledge further appears—

Mr. Spooner: Where is that clearing house located? Here?

1757 The Witness: 143 Liberty Street.

Mr. Dorr:

Q. What was the source of any information that you have in the matter, Mr. Fourman? A. In what way?

Mr. Bradley: Do you mean as to the other lines?

Q. As to the other lines, yes? A. Well, I was with C. B. Richard & Co.

Q. Do C. B. Richard & Co. represent a conference line? A. They represent conference and non-conference lines, and I remember the bills for railway
1758 tickets would come in the same way as for the conference.

Q. Now, has your line made any attempt to secure so-called commercial allowances from the railroads on eastbound traffic?

Mr. Beers: I renew my objection as to commercial allowances and passenger associations. The evidence sought to be elicited is not within the issues, incompetent and immaterial.

A. On eastbound?

Q. Yes? A. We tried to.

1759

Q. Have you succeeded? A. Not so far.

Q. Have you made an effort to secure so-called commercial allowances on Westbound traffic? A. We are getting commercial allowances on westbound business.

Q. On what part of your westbound? A. As far as Chicago, including Chicago.

Q. Have you succeeded in getting commercial allowances from the Western Passenger Association? A. No, sir.

Q. Which covers the territory west of Chicago? A. No, sir.

1760

Q. Have you tried to? A. We asked several times to be allowed that commercial allowance but we did not get it.

Q. Do you recall whether or not you entered into negotiations with the Central Passenger Association, Mr. Donald, of the Central Passenger Association, with regard to commercial allowances? A. I think I did write a letter or two to Mr. Donald.

Q. Do you recall whether or not you received this letter which I now show you in reply (handing witness letter)? A. Yes, sir.

Mr. Dorr: I will offer that letter in evidence. Marked Petitioner's Exhibit 181.

1761

Mr. Beers: Objection renewed.

Q. Do you recall what you did after receiving this letter to endeavor to secure commercial allowances from the Central Passenger Association? A. I called on Mr. Sandford.

Mr. Burlingham: That is not responsive.

Q. Is Mr. Sandford the secretary of the conference? A. At that time he was the secretary of the conference.

1762 Q. Did you have any conversation with him about commercial allowances? A. Yes, sir.

Q. What was the conversation?

Mr. Spooner: Objected to as immaterial.

A. I asked Mr. Sandford how we could become a party to the agreement upon which we could receive the commercial allowance from the railroad companies.

Q. What happened after that? A. Mr. Sandford said that he would not have anything to do with it.

1763 Q. Is that all that Mr. Sandford said and all that you said? A. Mr. Sandford also referred me to Commissioner Donald.

Q. The same man who had sent you this letter? A. Yes.

Q. What did Mr. Donald do? Refer you back to Mr. Sandford?

Mr. Bradley: I object to that.

Q. What occurred when you went back to Mr. Sandford? A. The same result.

Q. And did you have any further conversation with Mr. Sandford? A. No, sir.

1764 Q. Do you recall whether or not you had any conversation with him over the telephone? A. Yes, I had written a letter to Mr. Sandford and not receiving a reply for about a week or ten days called him up and asked him whether my letter was received and why I did not get any answer. He again said that he had nothing to do with it.

Q. And have you succeeded in securing the commercial allowances in question? A. No, sir.

Q. Do your agents on eastbound traffic arrange for through transportation to inland points in Europe? A. In some cases.

1765

Q. If the passenger desires it, or, what are the cases? A. Well, in connection with Russian eastbound traffic and the Austrian we make it a point with the agents to book the passengers through to their destination.

Q. Have you presented vouchers or transportation vouchers to the railroads with the request for a commercial allowance? A. On what business, Mr. Dorr?

Q. On eastbound business? A. That would be in connection with American railway fares?

Q. Yes? A. Yes, on one occasion we sent in the vouchers and a statement to Mr. Donald of Chicago.

1766

Q. Did you receive the allowances? A. No, sir; we received the statement with the vouchers back again.

Q. Do you know Malinowsky who testified here, Mr. Fourman? A. I know an agent named Malinowsky, from New Britain, Connecticut.

Q. Do you recall whether or not at any time he asked for a refund on a number of tickets of your line prepaid tickets of your line? A. Yes, sir.

Q. Do you recall whether or not those tickets passed through your hands? A. Some of them did.

Q. What did you do with those tickets? A. We ordered the tickets for cancellation.

1767

Q. What do you mean by that? A. We instructed our London office to have the tickets cancelled—stopped.

Q. And do you recall whether or not—where are those tickets now, do you know? A. Do you refer to the cancelled tickets?

Q. The tickets which were returned to you by Mr. Malinowsky for refund? A. I don't know where they are.

Q. Do you know whether they are in this country or in Europe? A. I believe they are in our London offices.

1768 Q. I will ask you, Mr. Fourman, if you will endeavor to secure those tickets either from your London office or your New York office, if they are here. Do you recall whether or not those tickets were issued in the usual form in the ordinary course of business by your line? A. They must have been.

Q. Well, were they, from your inspection of them when they were returned to you for refund? A. I will have to see the tickets, Mr. Dorr; I could not say anything before seeing them.

Mr. Beers: I move to strike out the an-

1769 swer.

Q. Did you make a refund on those tickets? A. On some of the tickets cancelled by Mr. Malinowsky, we did.

Q. Do you make refunds on tickets which are not regularly issued and issued by the authority of your line? A. Not necessarily.

Q. Well, do you? A. No.

Q. You say some of the tickets were cancelled. What was done with the others? A. I don't remember, because Mr. Malinowsky or any other agent would have quite a number of tickets. I don't know what part of them were cancelled.

1770 Q. Were the tickets on which refunds were claimed —what is your recollection as to whether they were valid tickets or whether there was anything irregular about them which made them void? A. As far as I can recollect the tickets were cancelled for the reason that the passengers—

Mr. Burlingham: He has not asked what the reason was, have you, Mr. Dorr?

Q. No, I am asking, Mr. Fourman, whether they were to the best of your recollection regularly issued tickets? A. Yes, sir, they were.

1771

Q. Were they the kind of tickets, in the form which are regularly accepted by your line for transportation? A. Yes, sir.

Q. Was Mr. Malinowsky a duly authorized agent to sell those tickets? A. Yes, sir.

Q. Was there, as far as you know from your own observation of them any defect whatsoever in those tickets? A. Not that I know of.

Q. And it was part of your duty to examine them, was it not, when they were returned for cancellation with the claim for refund? A. Yes.

1772

Q. When a claim for refund, is made on a ticket, Mr. Fourman, what is your course of business as to an examination into the grounds on which a refund is claimed? A. There may be different reasons, Mr. Dorr. At times tickets are cancelled because passengers don't care to travel; at times they are cancelled because the purchaser does not care to have the passenger come, and at times because the passenger is unable to proceed and at times because they could not reach Rotterdam.

Q. Now, which class of those circumstances were the grounds for the refund of these particular tickets? A. I think that was the last reason, that they could not reach Rotterdam.

1773

Mr. Burlingham: The witness doesn't know and his answer is hearsay. I move to strike it out.

Q. Is that the only time when you have had tickets returned to you under the circumstances that these Malinowsky tickets were returned? A. No, that was not the only time.

Q. It is part of your duty, is it not, as passenger agent to investigate into any causes which operate to hinder the use of your tickets? A. Yes.

Q. Did you make an inquiry at this time in the case of the Malinowsky tickets to ascertain why it was that the passengers were unable to reach Rotterdam? A. Yes.

Q. Do you recall whether or not you had any correspondence or conversations with Mr. Malinowsky? A. Yes.

Q. As to why these tickets could not be used by persons to whom they had been issued? A. Yes, sir.

Q. Were there any other occasions when tickets were returned to you and the same reasons given to you by other agents as were given to you by Mr. Malinowsky or other persons as to their inability to use tickets?

1775

Mr. Beers: Objected to as irrelevant and as leading.

Mr. Spooner: I object to it as incompetent, irrelevant and hearsay, and I won't add impertinent out of respect for the counsel for the Government.

A. There were other cases where tickets have been returned to us for cancellation for similar reasons.

Q. Mr. Fourman, as passenger agent of the Uranium Line, what is your experience as to the practicability of the issuance by your line of tickets from Rotterdam to New York to persons intending to reach Rotterdam from points in Russia through Germany?

1776

Mr. Burlingham: I object to it as too vague, what is his experience as regards practicability? He has not been shown to have any knowledge whatever on the subject.

A. My experience is that Russian passengers arriving at a German frontier who had tickets of our

1777

line are not permitted to proceed to Rotterdam by way of Germany.

Mr. Burlingham: I move to strike out the answer as hearsay.

Q. Do you book passengers at your New York office of your line, third class business? A. Very few.

Q. Do you do it at all? A. Occasionally.

Q. What rates do you sell tickets at your office at? A. Eastbound or westbound?

Q. Both. Do you sell at the published rate or some other rate? A. At the published rate.

1778

Q. Do you deduct the commission? A. Not to private individuals, not to direct purchasers.

Q. That is, you allow the commission to agents? A. To agents only.

Q. Have you any arrangements with your agents by which they do their business under bond? A. Most of our agents are under bond.

Q. Have any of your agents ceased to work for you? A. For what periods? When?

Q. During the last four years? A. Well, quite a number did.

Q. A considerable number? A. Yes.

Q. Have any of those agents gone over to the Conference Lines? A. Some did.

1779

Q. Do you know whether or not any inducements have been held out to those agents by the traveling agents of the Conference Lines?

Mr. Beers: Objected to as leading.

A. I don't know.

Mr. Dorr: Your witness.

1780 *Paul G. Fourman*

CROSS-EXAMINATION by Mr. Burlingham:

Q. Mr. Fourman, will you give us the date of the beginning of your line here in New York? A. Which line?

Q. Your present line, the Uranium; it began as the Continental? A. No, sir.

Q. What did it begin as? A. As the Northwest Transport Line.

Q. When; give the date? A. I don't remember the exact date, but I think it was in February, 1909.

1781 Q. And then it changed its name or did it give up to another company? A. I don't know what happened, why the name was changed.

Q. What was it changed to? A. To the Uranium Steamship Company.

Q. That is a different corporation? A. I think so.

Q. Has the Northwest Transport Line gone out of business completely? A. I have no knowledge of the present situation of the Northwest Transport Line.

Q. Were you an officer of that company? A. No, sir, I was the passenger agent.

Q. What are you, the passenger agent of the Uranium Line? A. Yes, sir.

1782 Q. And are the officers of this company different from the officers of the Northwest Transport Line? A. Yes.

Q. Any of the same officers? A. I don't think so.

Q. Who is the president of the Uranium? A. I don't know.

Q. Is there any officer in this country? A. Of the Uranium Steamship Company?

Q. Yes? A. Nobody, outside of Mr. Thomas.

Q. What is his position? A. He is the New York manager of the line.

Q. What is his full name? A. Edward L. Thomas.

Q. What had he to do with the Northwest Trans-

port? A. He was the manager of the Northwest Transport.

Q. During the whole time of its activity? A. I don't know.

Q. Did you have anything yourself to do with the New York & Continental? A. I was connected at that time with C. B. Richard & Company and was in the passenger department.

Q. Were they the agents? A. They were the passenger agents.

Q. Of the New York and Continental Line? A. Yes.

1784

Q. Did Mr. Thomas have anything to do with it? A. With the New York & Continental, I am not sure: I don't remember.

Q. Do you know when the New York & Continental began to do business here? A. No, sir.

Q. You were with it when it began? A. When the passenger business began.

Q. When did the passenger business begin? A. In 1908; I don't remember the months.

Q. You have been continuously with these three lines since 1908, have you? A. Yes.

Q. And the Uranium owns or controls the same steamers that its two predecessors did? A. I understand that they purchased the steamers.

1785

Q. Formerly they were chartered, I suppose, or something like that? A. Something like that, by the Northwest Transport Line.

Q. And you are doing a regular passenger business as between here and Rotterdam and Libau? A. No, not Libau; between here and Rotterdam and Halifax on the westbound trip.

Q. Have you statistics showing what number of third class passengers you have carried in the lines, in the years 1908, 1909, 1910 and 1911? A. I have not these statistics for 1908 or 1909, as C. B. Richard

and Company were the agents at that time. Following them Vesely Company were the passenger agents, but I have the statistics of the Uranium Company.

Q. Are you familiar with these reports of Trans-Atlantic Passenger Movement? A. I saw some of them.

Q. I see, Mr. Fourman, that these reports of Trans-Atlantic Passenger Movement which were marked for identification, Petitioner's Exhibits 154 to 159 inclusive, give the number of passengers by each steamer both eastbound and westbound with dates of departure and dates of arrival and that they contain the statistics
1787 of the Uranium Steamship Company. Look, for instance, at this one of 1911, table 56, page LVI, and see whether that is substantially correct? A. You mean the number of passengers carried?

Q. Yes? A. Yes, sir.

Q. Now, will you kindly look at the report for 1910, marked for identification Petitioner's Exhibit 158, table LIX, 59, and see whether that is substantially correct in regard to the Uranium? A. Yes, I think that is right.

Q. Then will you kindly look at this one giving the passenger movement for 1909, Petitioner's Exhibit 157 for identification, table 47, XLVII, showing the
1788 Northwest Transport Line passengers carried east and west during that year? A. Assuming that these figures are taken from the manifest.

Q. I don't know where they are taken from, but I don't ask you to verify them to the last figure, but from your familiarity of the number of passengers carried on your steamers from time to time you can say that they are substantially correct? A. Yes, sir.

Q. Is it substantially true that in the year 1909 the Northwest Transport ships made twenty-one trips from New York to Rotterdam and carried 3341 third class passengers? A. According to these reports—

1789

Q. Look at the one in 1910 now. Is it true that the Uranium Steamship Line's ships made twenty-eight trips in the year 1910 from New York to Rotterdam, carrying 10,016 steerage passengers? A. I suppose so.

Q. Now, look at the next one. Is it true that the Uranium Line's ships made twenty-six trips in the year 1911 from New York to Rotterdam carrying 13,286 steerage passengers? A. Yes, sir.

Q. Mr. Fourman, did you carry all these passengers at these cut rates that you have described this morning?

1790

Mr. Dorr: I object to the form of the question "cut rates," because the witness has already testified that certain of the passengers as I understand it were carried at the regular rates.

Mr. Burlingham: I don't wish to characterize them.

The Witness: Some of them were carried at full rates.

Q. That is, you might start at $28 and then as the competition grew more active you would reduce it to $22; is that it? A. Exactly.

Q. Your business was constantly increasing I suppose in these years? A. Yes, sir. 1791

Q. I want your statement from your own knowledge on that subject? A. Yes.

Q. Have you added any ships in the last year, 1910? A. No.

Q. Or 1909? A. No, sir.

Q. There are the same ships running now? A. Yes.

Q. You have not been driven out of business yet, have you? A. Not yet.

1792

Q. Are you going on at the old stand, having ships sail every week or two weeks? A. Yes, sir.

Q. Now, at the same time that you were the passenger agent for the Northwest Transport did I understand that you had something to do with the Russian Volunteer Fleet? A. Yes, sir.

Q. In the year 1908? A. In the years 1906, 1907 and 1908.

Q. That line continued in business about two years you say? A. Two years, yes.

Q. Was the Russian Government interested in that line?

1793

Mr. Dorr: I object unless the witness knows.

A. Yes, partly.

Q. Did the Russian East Asiatic Line have vessels here running from here at the same time with the Russian Volunteer? A. Yes, sir.

Q. Were they entirely different companies at that time? A. What do you mean?

Q. The Russian Volunteer Line and the Russian East Asiatic, were they entirely separate companies? A. Entirely separate companies.

Q. They never amalgamated, did they? A. Not that I know of.

1794 Q. The Russian Volunteer Line was known as the Russian Volunteer Fleet, wasn't it? A. Yes, sir.

Q. That did business for two years and then disappeared from America, did it? A. Yes.

Q. Do you know whether it continued in other parts of the world? A. It does continue

Q. Where? A. Between Odessa and the Far East, and then they have some other lines in the East.

Q. That is where it began doing work, was it not? A. Yes.

1795

Q. I think you said this morning that the Russian Volunteer Fleet at first plied between the Black Sea and the Far East? A. Yes.

Q. And now it has gone back to that service? A. It has not gone back to that service; it has always continued in that service with other steamers.

Q. But the steamers it had here are now engaged in that service? A. No, sir, they are laid up.

Q. I beg your pardon? A. They are laid up. One of them was sold the Austrian Government, the Moscow.

Q. How many boats did they have? I have forgotten? A. On this line, five. 1796

Q. You were examined before a committee of Congress, weren't you? A. Yes, sir.

Q. In January, 1911, wasn't it? A. Yes, sir.

Q. And didn't you say there before that committee that the Russian Volunteer Fleet was owned by the nation? A. It was to an extent owned by the nation. It was inaugurated by popular subscription after the Russo-Turkish War in 1876 and 1877, and I happen to be born in the same section of the country.

Q. What did you mean in testifying before that committee that the Russian Volunteer Fleet was practically a semi-government line belonging to the Russian Government, that the steamers were owned by the nation? 1797

Mr. Dorr: I object to that form of question. The witness should first be asked whether or not he made such a statement.

Mr. Burlingham: He said he testified. Well, I withdraw the question.

Q. Did you testify as follows before the Committee of Congress in answer to Mr. Hawley: "By Mr. Hawley: Q. Do you know the names of the managers of these lines, Mr. Fourman? A. Yes, sir, the Rus-

1798 sian Volunteer Fleet was practically a semi-government line belonging to the Russian Government, the steamers were owned by the nation." Did you testify to that? A. Yes.

Q. Was it true? A. To an extent.

Q. To what extent was it not true? A. Well, I will tell you to what extent it was true.

Q. Very well; either way? A. The officers of the Russian Volunteer fleet were all of the Russian Navy. The Russian Volunteer Fleet was receiving and is receiving now a subsidy on the other lines. The steamers in time of war are to carry soldiers, ammunition
1799 and so on, and were built for that purpose. Now, I stated that the nation owned them, as I said before the Russian Volunteer Fleet was inaugurated through a popular subscription all through the Empire of Russia, and each state, or as we call it there, government, subscribed a certain sum of money to the fleet to build a steamer. That is what most of the steamers are named after the states, like Petersburg, Moscow and so on. After that the Russian Volunteer Fleet were building steamers out of the money that they made.

Q. Out of this popular subscription? A. No, out of the profits. The first inauguration of the line was
1800 a popular subscription.

Q. That is what you meant by the nation; you meant the Russian people as a whole? A. I meant the people as a whole, yes.

Q. But the government had some interest I suppose? A. The government had the management of the Russian Volunteer Fleet in that it managed the affairs of the Russian Volunteer Fleet, took charge of each department, Department of War, Department of Marine and Department of Navy, and so on.

Q. Who fixed the rates? A. For the Russian Volunteer Fleet?

1801

Q. Passenger? A. For the Russian or American Service.

Mr. Dorr: I object unless it is made more specific.

Q. Who fixed the westbound rates for third class passengers? A. I don't know who fixed the rates; I could not tell you.

Q. Who fixed the rates for the eastbound? A. I I could not tell you.

Q. Did this competition on the part of Conference Lines exist at the time of the Russian Volunteer Fleet? A. Yes, sir.

1802

Q. Who reduced the rates of the Russian Volunteer steamers? A. I don't know who reduced them.

Q. Did you? A. No, sir.

Q. Did Vesely Company have anything to do with it? A. Absolutely nothing.

Q. You were then their chief clerk and you had no responsibility for rates, I suppose? A. No.

Q. You had personally never anything to do with the Russian East Asiatic? A. Yes.

Q. What? A. When the Russian East Asiatic Steamship Company went out of the conference and became an independent line, one of their steamers was on the way to New York. Mr. Richards received a cable as to whether he would not want to take care of the line as a general passenger agent. He was at that time communicating with the committee of the Russian Volunteer Fleet. The steamer came in in the meantime and I had charge of the passengers. If I am not mistaken it was the Estonia or the Sultania; I don't remember.

1803

Q. That is your only relation? A. That is all. Oh, yes, there was another relation. C. B. Richard would not accept the agency as the Russian Volunteer Fleet, did not want them to represent two Rus-

sian Lines at the same time and they turned over the agency to Benham and Boyesen.

Q. Were those two lines the Russian Volunteer and the Russian East Asiatic, rivals in business? A. Not when they were independent; not when the Russian East Asiatic was independent.

Q. Did they have an arrangement, do you mean? A. No, they did not have an arrangement.

Q. Why weren't they rivals if they were carrying passengers to and from Russia and New York? A. They were quoting the same rates I believe.

1805 Q. You mean to say if you quote the same rates you are not competitors? A. Well, I don't know to what extent you mean, they are competitors in what way?

Q. I understood you just a moment ago to say that the Russian Volunteer Fleet did not wish Messrs. C. B. Richard & Company to take the agency of the Russian East Asiatic because they were rivals in business. Am I wrong? A. Yes; you are right; in that way they were competitors, they were rivals.

Q. And the Russian East Asiatic began in 1908, did it? A. No, I think it began earlier.

Q. And it continued until when? A. The Russian East Asiatic still continues.

1806 Q. And it has been, you say, in the conference and out of the conference? A. Yes.

Q. Do you know the dates? A. No, sir.

Q. Now, Mr. Fourman, I have looked through this large number of exhibits put in by the Government, circulars announcing the sailings of vessels of the Northwest Transport and the Uranium Line and in the case of all of these that I have seen the commission on third class passage tickets is stated at $3, yet you say that the commission was $4, do you? A. Some times.

Q. Why was not that stated in these circulars to agents which were gotten out by your company? A. It did not concern all the agents.

Q. Well, did you have other circulars than these that you have not produced? A. No, but that was a special agreement. 1807

Q. Take for instance Petitioner's Exhibit 158, with regard to the Napolitan Prince, rate to Rotterdam, $22, commission $3, and this 167, notice of four steamers, the Uranium, Napolitan Prince, Sicilian Prince and Volturno, the fares are given, steerage rates to Hamburg, $28, Bremen $27, Antwerp, $26, Libau, $33, commission $3, wasn't that a general circular to all agents? A. Yes, sir, but not to general agents.

Q. Were these circulars the sole circulars that were given out to the agents here in New York City? A. Yes. 1808

Q. To the agents of the East Side, Essex Street and the streets of the East Side? A. I don't remember whether it was Essex Street.

Q. How many agents have you in New York? A. City?

Q. Yes? A. About twenty.

Q. How many are on the lower East Side? A. About ten or twelve.

Q. And these agents are in other business too, are they, mostly? A. No, not always.

Q. Do they depend for their entire subsistance in selling tickets for the Uranium? A. Yes. 1809

Q. They are in no other business? A. Maybe some of them are, but not that I know of.

Q. Did you ever know a firm of Oliner Brothers? A. Yes.

Q. Where is their place? A. 67 Clinton Street.

Q. Were they agents of the Northwest Transport Line? A. Yes.

Q. And the Uranium Line? A. Yes, sir.

Q. Are they still? A. No, sir; they are conference agents now.

1810 Q. They are what? A. Conference agents.

Q. When did they cease to be agents for you? A. When the conference gave them the line.

Q. What date? A. I don't remember.

Q. About? A. About a year ago or a year and a half.

Q. Is that their sole business, that of agents? A. Agents and bankers.

Q. For railroads and steamships they are agents? A. There are no such things as agents for railroads, because the railroads don't allow them now any commissions.

1811 Q. Now. But how was it in 1908, 1909 and 1910? A. They were selling perhaps tickets for railroad companies.

Q. You said a moment ago that they were solely agents for the Uranium Steamship Company? A. I consider it is the same business, banking business, railway business and steamship. The ticket business is necessarily in the same hands, some of the agents represent various lines and have banking business; others have not.

Q. Then you don't wish to stand by your answer a few moments ago that these agents were dependent solely on the Uranium Steamship Company for

1812 their livelihood, do you? A. We have agents who depend upon the Uranium Steamship Company only.

Q. Did they have a salary or commissions? A. Commission.

Q. You have no salaried men, I believe? A. No, none at all.

Q. Are you familiar with the work of the agents on the East Side? A. More or less.

Q. You have had to do with them yourself. Do you go over there? A. Oh, yes.

Q. Are you prepared to swear that the commissions were never more than $4? A. On steerage business?

Q. Yes? A. I don't remember.

Q. I think you ought to remember that. Are they ever $5? A. I don't remember; maybe for a sailing or two.

Q. You mean when the competition got hot. Did the commission ever rise then to $6 or $7? A. Never.

Q. Then you do remember that? A. I do not remember exactly, but it might have been.

Q. Might have been what? A. That the commission was some times more than $3 or $4.

Q. I did not ask you that; I asked you whether it had ever been $6 or $7? A. I don't think so.

1814

Q. Are you in doubt about it? A. I would not swear to it.

Q. Are you the man in the company that knows most about this matter? A. Now I am.

Q. But $4 was very common? A. $4 was very common with some of the agents.

Q. Was it so with Oliner Brothers? A. Yes, it was.

Q. Why was it $4 with them although it was published at $3? A. Because Oliner Brothers are agents, they were clerks in an office of some conference agents on the East Side, and one nice day they decided to establish an office of their own and they applied to us for the agency. We appointed them as agents and representing our line only we paid them a $4 commission.

1815

Q. Now, I understand you to say with regard to the Neckar notice of the sailing of which is in Polish, Petitioner's Exhibit 166, you were good enough to translate, that this was a reduced rate by the North German Lloyd; is that right? A. I suppose so.

Q. And I understood that immediately after that you reduced the rate on some steamer; is that right? A. Yes.

Q. What steamer was that? A. I don't remember now. If I had the cards before me I would know.

1816 Q. Is my recollection correct that you originally had a vessel advertised to sail on January 15th, 1910? A. Yes, sir.

Q. And that then the Neckar reduced its rate and you postponed your sailing to the 18th for some reason or other? A. There was a deduction for the 15th of January.

Q. Why did you postpone your sailing; I did not understand? A. The steamer was late in coming.

Q. So the Uranium then was advertised to sail on the 18th? A. On the 18th.

1817 Q. Her original rate was what; $28? A. For the 18th, $22.

Q. Was that your only advertised rate? A. No, it was not.

Q. What was your previous advertisement? A. $25 for the 15th.

Q. It was originally to Hamburg, $28? A. Yes.

Q. Rotterdam $25? A. Yes.

Q. And you reduced it to $22? A. Yes.

Q. Was that as appears on Exhibit 165 on January, 1910? A. Yes.

Q. Look at it please, carefully? A. I see it.

Q. Did I understand you to say that was in consequence of some action taken by the North German

1818 Lloyd? A. Yes, sir.

Q. What was it? A. That was in the consequence of another sailing which was scheduled for the 15th, if I am not mistaken it was for the Graf Waldersee.

Q. That circular is dated January 8th, the one you referred to now, Petitioner's Exhibit 84? A. Yes.

Q. $24 on the Graf Waldersee, dated January 8th? A. Yes.

Q. You said it was in consequence of that you fixed your rate at $22; is that right? A. Yes.

Q. What had the Neckar advertisement to do with it; anything? A. With what?

1819

Q. With the reduction by you? A. The Uranium was originally to sail on the 15th. Her rate was $28 to Hamburg. The Graf Waldersee on the Hamburg American Line reduced its rate to $24, they were booking passengers for the 15th at the rate of $24. Our steamer was postponed to the 18th. We could not expect our agents to book passengers for our line sailing on the 18th at the rate of $28, when the Waldersee was to sail on the 15th for $24; changing the sailing we had to reduce our rate to $22 to Hamburg in order to get the business; the North German Lloyd finding out that the Uranium instead of the 15th would sail on the 18th, reduced their rate to $24, whereas, according to this rate our rate to Hamburg or Bremen would have been also $24 or $25.

1820

Mr. Spooner: Which, $24 or $25?

Q. When did the North German Lloyd do that? Isn't that circular dated? A. Yes, it is dated December 11, 1909.

Mr. Dorr: I don't think that purports to be the date of the circular.

The Witness: No, this is the date of the form.

Q. What is the date? A. I don't know. There is not any date at all.

1821

Q. You don't know what date it is? A. No.

Q. Then you say that is not the date; that is merely a form? A. Just the form.

Q. You don't know what date it was issued? A. No, sir.

Hearing adjourned to Thursday, June 27th, 1912, at 10:30 A. M.

1822 *Paul G. Fourman*

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and Others, Defendants.	Before Charles E. Pickett, Esq., Examiner.

1823

New York, June 27th, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for the Anchor Line, Ltd., *et. al.*

1824 Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by L. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for Russian East Asiatic Co., *et al.*

PAUL G. FOURMAN, recalled:

Cross-examination continued by Mr. Burlingham:

Q. Have you reconsidered your translation of the Neckar circular? A. Yes, sir.

Q. Was that December 18th or January 18th? A. December 18th.

Q. Then of course the announcement of the North German Lloyd that the Neckar was going to sail, had nothing whatever to do with your change of rates on the Uranium? A. Not for that particular sailing.

Q. How many steamers has the Uranium Line now? 1826
A. Three steamers.

Q. What are their names? A. The Campanello, the Uranium, Volturno.

Q. Did not the Uranium or the Northwest Transport originally have more steamers? A. They were chartering some steamers before.

Q. Tell us the tonnage of the various steamers, take the Uranium? A. I do not know the tonnage.

Q. About?

Mr. Dorr: My next witness will be able to give this evidence exactly.

Mr. Burlingham: Then I won't trouble with him. 1827

Q. The Avoca was built for you, was she? A. I don't know whether she was built for us, but she was in the service of the New York Continental Line.

Q. Do you know whether her name was changed? A. Did she have another name originally?

Q. Before? A. Before she was named Avoca?

Q. Yes? A. I couldn't tell you.

Q. You don't know much about these steamers? A. No.

Q. Now, several times I notice you said the Hamburg-American Line put on a steamer, or the North

1828 German Lloyd put on a steamer. You don't mean to suggest the sailing dates of those steamers were changed, do you? A. No, sir.

Q. Never? A. No, sir.

Mr. Burlingham: I think that is all I want to ask.

CROSS-EXAMINATION by Mr. Spooner:

Q. You gave some testimony, Mr. Fourman, about the sale of tickets by your agents at New Britain of
1829 the Uranium Line? A. Yes, sir.

Q. Prepaid tickets? A. Prepaid, yes, sir.

Q. And you stated the passengers were not permitted for a long while, who came from Russia, to travel through Germany to the initial port, you so stated? A. Yes.

Q. How long was that true, to your knowledge; how long have you been in this business? A. Six years.

Q. Only six years? A. Yes.

Q. Do you know how long that has been true? A. Sir?

Q. Do you know how general it was that passengers
1830 who came from Russia, were not permitted to go through Germany to Rotterdam? A. That is in cases they have tickets of lines who have not the concession of the German Government to have the passengers to go through Germany.

Q. That is one of the things I want to get at? A. I don't know.

Q. Why was it you do know, and you have just stated that Uranium tickets for passengers, passengers carrying Uranium tickets were not permitted to go through Germany to Rotterdam or the port of sailing? A. They were never permitted.

1831

Q. Who prevented them? A. I understand the control stations.

Q. You mean the German Government prevent it? A. I don't know whether it was the Government.

Q. Did the Uranium have any license to do business in Germany, license from the German Government? A. In Germany?

Q. Yes? A. We are not doing any business in Germany.

Q. These tickets were sold on your line, weren't they? A. Yes, sir.

1832

Q. And your passengers were going on your tickets from Germany, to take the steamer at Rotterdam, were they not? A. That is not saying we were doing business in Germany.

Q. Was that permitted in 1892? A. By whom?

Q. By the German Government? A. I don't know.

Mr. Dorr: I object to that on the ground that the Uranium Line was not in existence at that time. The witness's testimony and knowledge is confined to that line.

Mr. Spooner: I am confining him to that line.

Mr. Dorr: Since 1892 I understood you to ask.

1833

Q. Isn't it a fact that since 1892, if you know, that passengers coming from Russian points for America, have not been permitted to pass through Germany, unless they were examined with reference to their health and so forth at the frontier?

Mr. Dorr: I object to that on the ground that the witness's knowledge of the steamship business, as already testified to, goes back to 1906, and the first and only line which he has represented, New York Continental, the North-

1834

west Transport, Russian Volunteer and the Uranium, those steamship lines all came into existence since that time.

Mr. Spooner: There has been so much cross-examination of the witness that it is difficult to understand whether it is direct-examination or cross-examination. I am cross-examining him.

Q. Isn't it a fact that since 1908 passengers coming from Russia have not been permitted to pass through Germany, without certification in respect to health and all that at the frontier? A. I don't know

1835 the exact reason why they were not permitted to travel by way of Germany, when they have tickets of the Uranium Line, for instance, but I do know the moment they buy tickets of some other line they are permitted to proceed.

Q. Isn't the reason for that they are examined and have certificates as to their fitness to be admitted in this country? A. Our passengers never object to being examined and inspected by these control stations.

Q. These control stations are maintained by contribution of different companies who utilize them? A. I understand so.

1836 Q. Did your company ever contribute to the expense of it? A. I don't know; we were never asked; perhaps we were.

Q. Did you ever apply to them to contribute? A. I don't know.

Q. But at all events your passengers were not examined with reference to health and fitness to come through Germany, were they? A. They did not have the time to be examined; no sooner they showed their tickets, they were turned back to Russia.

Q. You mean they would not examine at the control stations passengers carried by lines which did not con-

1837

tribute to the expense of maintaining those stations, is that what you mean? A. I don't know any reason why they wouldn't examine them.

Q. Are they Government stations? A. I don't know whether they are Government stations.

Q. Have you ever seen them? A. These stations?

Q. Yes? A. No, sir.

Q. Don't you know it to be a fact that without an examination at those stations, the German Government will not permit them to go through Germany? A. I don't know.

1838

Q. Do you want to leave it in the record as your statement, that they were prevented from passing through Germany, because they held tickets over your lines? A. Because they held tickets of an independent line, or rather a foreign line.

Q. You testified that that was the reason why they were not permitted to go through Germany, because they held tickets over a Russian line, a line owned by Russia or over your line? A. Well, if I am to state the cases I wish to call the attention that whenever such a ticket has been returned to us it was usually stamped with a rubber stamp in German saying, "For immigrants, not valid."

Q. Not what? A. "Not valid, not good."

1839

Q. Not valid for immigrants? A. Yes, and such tickets would have been returned to purchasers, with the request to purchase tickets over some other line, in many cases not mentioning the name of some other line, which means they could buy tickets on any other line but the one they had.

Q. Didn't the validity of that ticket depend upon the question of whether the holder of that ticket has been examined with reference to health and fitness to pass through Germany? A. Well, they couldn't have examined them for that matter as I said before. They

could see whether he was fit to travel and if not, they could send him back.

Q. Who had control of these stations, the steamship lines? A. It seems so from the letters addressed to the purchasers.

Q. Who signed the endorsement from the back with the stamp? A. Agents of Conference Lines in most cases, the North German Lloyd, the Hamburg-Amerika Line, the Holland-American Line, letterheads bearing the names of the two lines were usually sent to purchasers.

1841 Q. You have never seen any one of these stations? A. No, I stated before I have never seen them.

Q. Do you happen to know what the establishment consisted of, what the system of examination was? A. Do you mean the medical examination?

Q. Yes? A. I don't know exactly, but I suppose a general medical examination would take place.

Q. Well, they had a plant there, didn't they, for fumigation and all that? A. I couldn't tell you; I suppose so, they would not be able to examine them in a barn.

Q. Your agent at New Britain testified as to a large number of tickets that were purchased by people in that vicinity who had come from Russia and who

1842 bought tickets to send over for the wife or the children, brother and sister and all that. When a ticket which had been sold by your line was rejected over there, did your company refund the money? A. Sir?

Q. Did your company refund the money? A. Yes, sir.

Q. In all cases? A. Yes, sir.

Q. You said yesterday in some cases? A. In all cases.

Q. In all cases? A. Yes, sir.

Q. The testimony showed that in one case at least, your agent charged several dollars, deducted several

dollars from the refund? A. That might have been his commission.

Q. They get a commission for getting back the money that had been paid for a ticket that could not be used? A. Yes; but we would return to the agent the commission he originally deducted. It is up to him to refund it to the purchaser if he is willing to. We refund the entire amount received from the agent for the ticket. We did not retain one cent.

Q. One witness testified that the agent retained several dollars? A. Well, that is the agent's business. 1844

Mr. Dorr: I object to that statement. The witness's testimony as I recall the testimony was that the agent gave a ticket on another line and so required additional money because of the higher rate of the Conference Line.

Mr. Spooner: The witness testified that the difference—he bought the ticket on another line but that he got several dollars less for the Uranium ticket in refund than he paid, and that he also paid enough more for the other ticket to make the difference, $13.

Mr. Dorr: My recollection is just the opposite about that. Of course, I may be in error about it. 1845

Mr. Spooner: I am not mistaken about his testimony.

Q. If you sold me a ticket and it was not used and I could not use it, and I returned it to you, would you give me back what I paid for it? A. If you would buy the ticket directly from us, that is, in our office, we would give you back the entire amount; but as the case here was with an agent, the agent deducted his commission when he remitted the money to us.

Q. You would make me pay, then, the commission of your agent? A. No, we do not.

Q. Then why wouldn't you give me back my money? A. In most of the cases, the agent deals with the purchaser and assuming that we refunded the entire amount of what the agent paid to us, in many cases the agent remits to the purchaser his commission that he made on the ticket.

Q. Didn't you pay the agent his commission? A. Certainly.

Q. Did he take it a second time, then, on the pas-
1847 senger? A. No, he couldn't take it a second time, because he remits to us, less the commission.

Q. What has a passenger to do with your relation to the agent? Suppose I go to your ticket office and buy a ticket; what have I to do with your relations with your agent? A. Then you haven't if you come direct to us. If you were buying a ticket direct from us, you would have absolutely nothing to do with the agent, but if you were in New Britain, Connecticut, and you purchase a ticket in New Britain, Connecticut, from our agent there, naturally, you deal with the agent. If you come to New York, we would refund the money to you in full and get the commission back from the agent.

1848 Q. Then the passenger pays your agent for the service in selling the ticket, is that it? A. It is in most of the cases.

Q. The agent is your agent, isn't he? A. Well—

Q. They are your tickets, aren't they, not his? A. No.

Q. He sells the tickets for you, doesn't he? A. Yes.

Q. As your agent? A. Yes, sir.

Q. Isn't his commission included in the price of the ticket? A. He is remitting to us the price of the

tickets, less the commission, just as with any other line; absolutely no difference.

Mr. Spooner: I will buy my tickets at the main office after this.

The Witness: I wish all of the passengers would buy tickets at the main office, then we would do away with the agent.

CROSS-EXAMINATION by Mr. Beers:

Q. Mr. Fourman, you testified as I understand that you have been engaged in this business for six years? 1850
A. Yes, sir.

Q. Has this system of control stations in the German Government been in existence during that entire period? A. I think so.

Q. And as a steamship man and as a matter of fact, to your general information, that system of control stations has been in existence for a much longer period than six years? A. I think so just from my experience.

Q. It is your information that that system has existed since approximately the year 1892? A. I don't know whether it has existed since 1892, but I know that it did exist prior to 1906. 1851

Q. Prior to 1906? A. Yes, sir.

Q. Prior to 1900? A. I would not tell you; I don't know.

Q. It has existed continuously, has it not? A. I think so.

Q. Isn't it a fact whether or not tickets for immigrants are recognized by the German Government at the control stations depends on whether or not the line issuing them has received a concession from the German Government? A. I suppose so.

1852 Q. So it is a matter of Government regulation with the German Government, is it not? A. I suppose so.

Q. Has your line any concession with the German Government? A. Not that I know of.

CROSS-EXAMINATION by Mr. Bullowa:

Q. Mr. Fourman, the money that the Uranium Line received from the sale of tickets, is that deposited immediately to the credit of the line? A. Immediately.

1853 Q. Wasn't it, in some occasions, deposited in the State Bank? A. What difference does that make to you?

Q. Was it deposited in the State Bank? A. No, sir.

Q. In no instance? A. No, sir.

Q. Was it deposited with C. B. Richard & Company? A. No, sir.

Q. In no instance? A. No, sir.

Q. Why did you ask me what difference that made to me? A. I don't think this is anything to do with the case.

Q. What connection has the State Bank with the Uranium Steamship Company? A. None at all.

1854 Q. Or C. B. Richard? A. None at all.

Q. Was it so in the case of the Northwest Transport? A. Yes; C. B. Richard & Company were the agents.

Q. Was the money received from prepaid tickets deposited in the State Bank?

Mr. Dorr: I object as immaterial.

Q. As a separate account? A. No, sir.

Mr. Dorr: Objected to as immaterial.

Q. Was it deposited in the State Bank? A. No, sir. 1855

Q. Was it deposited with C. B. Richard & Company? A. No, sir.

Q. Was it immediately deposited in the general account of the Northwest Transport Company? A. If you wish to know the details, I will tell you that Vesley & Company were simply depositors of the State Bank.

Q. Vesley & Company— A. Were depositors just as you and I can be depositors in the State Bank.

Q. Now, when was the money that you received from prepaid tickets taken out of the account of Vesley & Company in the State Bank and turned over to the general account of the Northwest Transport Company? A. At a time when Vesley & Company were agents for the line, it was turned over to the account of the London office upon the arrival of the vessel. 1856

Q. Upon the arrival of the passenger? A. Yes, sir.

Q. It was not turned over upon the receipt of the money, however? A. We kept the account of the Northwest Transport Line in New York.

Q. You kept the prepaid tickets separate? A. No, sir.

Q. The amount received from prepaid tickets separate from the general account? A. We dealt with the New York office of the Northwest Transport Line, with Mr. Thomas. 1857

Q. Was there a New York office at that time on the Northwest Transport? A. Yes, sir.

Q. When they handled the funds of the Northwest Transport? A. Yes, sir.

Q. And when you received money for the tickets on the Northwest Transport Line, unless it was a prepaid ticket, you deposited it immediately with the

1858 Northwest Transport Line? A. We have an account with the New York office of the Northwest Transport Line and were turning over to them the money received by us for transportation.

Q. But you kept a separate account of that money received for tickets from which passengers made immediately their sailings and those in which they were prepaid tickets, so-called? A. We kept a separate prepaid account.

Q. You kept a separate prepaid account and the money received from the prepaid account was not deposited in the general account of the Northwest
1859 Transport Line, until the passenger had arrived, is that right? A. I stated it so before.

Q. That is a fact; now, why was that? A. That was a matter of regulation.

Q. Do you do the same thing now? A. No, sir.

Q. Why was that a matter of regulation at that time? A. That was, I suppose, the arrangement between the Lines and Vesley & Company.

Q. Isn't it a fact, Mr. Fourman, that C. B. Richard & Company were afraid that the steamers of the Northwest Transport Lines might not make their sailings? A. No, sir.

Q. You never said that? A. No, sir.

1860 Q. You never heard Mr. Richard say that? A. No, sir.

Q. You are sure of that? A. He might have said it to somebody; he never said it to me.

Q. You never said it? A. No, sir.

Q. You are sure of that? A. Will you repeat that question again?

Q. What did you think I meant?

Mr. Dorr: I object to it as immaterial what he thought you meant.

Q. (Question read.) Can you answer now? A. You mean to say that C. B. Richard & Company were afraid to pay over to the Northwest Transport Line, because the steamers might not sail? 1861

Q. Yes? A. Maybe C. B. Richard & Company were afraid when they were agents, I don't know.

Q. You were with C. B. Richard? A. Yes, sir; but I was not afraid, because I didn't invest anything.

Q. Did C. B. Richard invest in the Northwest Transport Line? A. They must have reasons to be afraid, you know; I don't know what reasons they had. 1862

Q. Now, at the time the Russian East Asiatic Steamship Company, Limited, first commenced the sailings; its steamers were not of the same efficiency as the steamers of the Russian Volunteer Fleet, isn't that true? A. No, they were not.

Q. They were inferior steamers to the Russian Volunteer Fleet? A. Very much so.

Q. So that of course it was fair competition in the first instance for the East Asiatic Steamship Company to charge a less rate than the Volunteer Fleet, with its superior steamers? A. This I couldn't tell you. 1863

Q. Your agent in Chicago is one Anton Burnett, is he not? A. One of the sub-agents.

Q. Do you know anything about his previous conditions? A. No, sir.

Q. Do you know if he was ever in jail? A. I don't know.

Mr. Dorr: I object as immaterial.

Q. Is he known as a notorious scalper? A. Maybe, to you.

Q. No; to the railroads? A. Not that I know about it.

1864 Q. In 1910, you were with the Northwest Transport Line? A. Yes, sir.

Q. Was the Northwest Transport Line constructing any steamers at that time? A. I don't know.

Q. Isn't it a fact that you knew they were not constructing any steamers? A. I don't know.

Q. Were you with Vesley & Company, the general passenger agents? A. Yes, sir.

Q. You had charge of getting out their circulars? A. Not all the time, not while Mr. Vesley was alive.

Q. Was he alive in January? A. What year?

Q. 1910? A. No, sir.

1865 Q. He was not? A. Yes, he was.

Q. You saw all of the circulars that went out, did you not? A. Yes, sir.

Q. Now look at this circular, Defendant's Exhibit 1 and tell me what new steamers were being constructed, Government Exhibit 167? A. I don't know anything about it.

Q. That circular went out with your authority, didn't it? A. Maybe.

Q. There were other similar circulars sent out, from time to time, were there not? A. There were.

Q. And each one of them had the statement that the Northwest Transport Line had new steamers under construction? A. I suppose we have some sort of a letter from London.

1866

Q. Did you have some sort of a letter? A. We must have; I did not invent this.

Q. Have the steamers ever been built? A. No, sir.

Q. Do you know whether the steamship Uranium has a double bottom or not? A. I don't know, sir.

Mr. Dorr: We will concede that it is a single bottom or a triple bottom, whatever you prefer, or double bottom.

Mr. Bullowa: That makes a difference.

By Mr. Burlingham:

Q. Do you remember the time that the Russian Volunteer Fleet went out of business here? A. Yes, sir.

Q. Did you see the cablegram that came from Europe about it? A. I don't remember, sir.

Q. Wasn't there a cablegram sent from Russia to the office in New York? A. I think so.

Q. You don't recall? A. No.

Q. Have you any access to the papers of the Russian Volunteer Fleet here? A. No, sir.

Mr. Burlingham: That is all.

By Mr. Bullowa:

Q. Isn't it a fact that all the passengers you carry eastbound for points west of Chicago who land at Halifax are shipped west through the Canadian Railroad? A. Yes, we do; through the Canadian Pacific.

Q. You get commissions on that? A. Yes, sir.

Q. From the railroads? A. Yes.

Q. So you are not sustaining any loss in the railroad business west of Chicago? A. Provided they go from Halifax.

Q. But you all go through Halifax, you all send them through Halifax? A. Yes, we do.

Q. East of Chicago you get your commercial allowance, do you not? A. We do.

Q. And west of Chicago, you get your allowance from the Canadian railroads? A. If we send passengers by way of Halifax.

Q. You send them all through Halifax? A. Not all; some go by way of New York.

Q. Practically all? A. I cannot say that.

Q. How many go by way of New York? A. I don't know.

Q. About? A. I cannot tell you.

1870

Q. Everything west of the State of Ohio? A. I don't know. I must look up the records.

Q. Have you records showing that? A. We have passenger lists.

Q. Your records showing where the passengers disembarked? A. Yes.

Q. And your Trunk Line bills? A. Yes.

Q. You have them all in your office? They are not in Europe? A. Some of them are in our office.

By Mr. Dorr:

1871

Q. Now, Mr. Fourman, you naturally prefer to have your passengers in the western territory go through Halifax where you can get a commercial allowance, than New York? A. We like to have them go by way of Halifax for two or three reasons; the first reason is they save two or three days' ocean travel, secondly, the rates are cheaper, and the third reason is, we do get the allowance.

Q. You would rather have them go in the way in which they will be able to get an allowance? A. Yes.

Q. Certain passengers, I suppose, prefer to travel by way of New York? A. Some insist they want to go by way of New York.

1872

Q. And in that case, you cannot get your commercial allowance? A. No, sir.

Q. And on the eastbound traffic all the passengers pass through New York, do they not? A. All our steamers sail from New York.

Q. And they do not touch at Halifax? A. No, sir.

Q. You cannot get any commercial allowance on the eastbound business? A. No, sir.

Q. In the western or eastern territory, or in any territory? A. None at all.

Q. Did you know that the Conference Lines had endeavored to induce the Canadian Pacific to refuse

to give you a commercial allowance on your Canadian business; your Halifax business?

Mr. Spooner: Objected to as leading.

Mr. Dorr: I think you have gone into the question of commercial allowances and endeavored to show that there was no injury in them either inflicted or intended. I am referring now to what occurred in the joint meeting the Western Passenger Agents Association and the Conference Lines in November, 1909, in which it appears from the minutes that an effort was made by the steamship lines to induce the Canadian Pacific to refuse to allow the Northwest Transport Line commercial allowances on its Halifax business. 1874

Q. Do you know about that? A. No, sir; I don't.

Q. In regard to the circular in which you made an error in the translation and from which in refreshing your knowledge of Polish, you now find to have been advertised to sail December 18th, do you recall whether or not you had a steamer on the 18th of December, 1910? A. I don't remember.

Q. I ask you to examine Exhibit No. 157 for identification in which it is stated that the Northwest Transport Line had a steamer, the Napolitan Prince sailing on December 18, 1909, and ask whether that is correct? A. Yes, that is correct. 1875

Q. So that the steamer Neckar which was advertising a reduced rate of $24 was sailing on the same day or advertised to sail the same day as your steamer, the Napolitan? A. Yes, sir.

Q. What was your regular rate for the Napolitan Prince? A. I don't remember now. It was in 1909.

Q. What was your regular rate at that time? A. It must have been as usual, about $28.

1876 Q. Now, turning to Government Exhibit 158 for identification, to the advertised sailings of the Russian American Line, I call your attention to what purports to be a record of the departure of the Estonia from the Russian American Line on January 18, 1910? A. Yes, sir.

Q. Was it then, the Estonia of the Russian American Line and not the Neckar which was the ship which was advertised as against the postponed sailing of the Uranium for January 18? A. I don't remember.

1877 Q. Have you a circular of the Estonia? A. I don't know whether I have.

Q. Now, is Germany one country in which there were control stations? A. I understand there are some control stations now, in Hungary.

Q. Did you not have the same difficulty with the Hungarian control stations that you had with the German control stations?

Mr. Bullowa: I object to that. The witness has no knowledge on the subject—it is hearsay.

A. I don't know of any difficulties with the control stations.

1878 Q. Well, is it not a fact, that you had complaints from passengers that they were informed at the various control stations that their tickets were invalid and they could not use them? Will that paper refresh your recollection at all in that regard (handing witness paper)?

Mr. Beers: That is objected to as leading.

A. I have investigated this case and found that it was the Hungarian Government that prevented passengers from proceeding to Rotterdam.

Q. Mr. Fourman, what is your information as to whether or not the German Government or officers thereof are interested in the Hamburg-American Line and the Holland-Amerika Line?

Mr. Spooner: Objected to as incompetent.

Q. What is your understanding about that, Mr. Fourman?

Mr. Spooner: Do you know anything about it?

The Witness: About what, Senator?

Mr. Spooner: About whether the German Government owned any interest? 1880

The Witness: I don't know.

By Mr. Dorr:

Q. You don't know the Russian Government had any interest in the Russian Volunteer Fleet of your own knowledge, do you, Mr. Fourman, you have not been an officer of the Russian Government, have you? A. I do know that the Russian Government has an interest in the Russian Volunteer Fleet.

Q. You know that of your own knowledge? A. Of my own knowledge.

Q. You are an officer of the Russian Volunteer Fleet, and have been, and have seen contracts of the Russian Government with the line? A. No, I have 1881 not seen any contracts, but I know the Russian Government has an interest, or is interested in the Russian Volunteer Fleet.

Q. As to the German Government and the Hamburg-American Line or North German Lloyd Line, what is your information as to that line?

Mr. Burlingham: I object on the ground that the question is vague and indefinite, and on the further ground that the witness has already said he knows nothing about it.

1882 Q. What is your understanding on that point, Mr. Fourman?

Mr. Spooner: That is objected to. Ask him if he knows.

Mr. Dorr: I have asked him that question.

Mr. Spooner: You are cross-examining now and we object to the question.

Mr. Dorr: You have made your objection, as we understand it, as I understand it, you have made your objection. I am asking the question now, Mr. Fourman.

1883 Q. Will you answer my question? A. I don't know.

Q. You have already told me that. Now, what is your understanding about it?

Mr. Bullowa: Objected to.

A. Absolutely no knowledge.

Q. You have never heard anything on the subject at all?

Mr. Burlingham: Objected to.

Mr. Dorr: I am testing this witness's recollection.

1884 Q. Go ahead, Mr. Fourman?

Mr. Spooner: I object to that, the witness having testified that he had no knowledge.

A. I don't know.

Q. You have already answered that. Now, please answer my question; have you or have you not heard it as a matter of common report in the steamship business in which you have been employed in the last six years, that the German Government was back of the Holland-Amerika Line and had financial interest in it or officers of the German Government, and

had a financial interest in the Hamburg-American Line? A. Never heard of it.

Q. You never heard any such report at all? A. No.

Q. Although you have been in the steamship business in this port for six years? A. Yes, sir.

Q. And the same as to the North German Lloyd? A. The same as to the North German Lloyd.

Q. Have you ever heard that any officer of the German Government had an interest in the Holland-Amerika Line? A. I don't know.

Q. Have you ever heard? A. No, sir. 1886

Q. Never heard? A. No, sir.

Q. And as to the North German Lloyd? A. No, sir.

Q. And as to the Hamburg-American Line? A. The same thing.

Q. You are quite sure about that, Mr. Fourman? A. Quite clear.

Q. Now, Mr. Fourman, as to these control stations and the objection to use of your tickets, have the reports which you have received, complaints which you have received been to the effect that the German Government prevented your passengers from proceeding on their way or that the agents of the Conference 1887
Lines who were running these control stations turned
Lines who were running these control stations turned tickets of your ships from Rotterdam to New York were invalid?

Mr. Spooner: Objected to as leading and as calling for mere hearsay opinion of the witness.

A. Well, as I could see from the return tickets, they were stamped as I stated before by the control stations' agents, but in speaking to some of the passengers, I found that it has been done with the as-

1888

sistance of the government gensdarmes of the police.

Q. Acting under the direction of the agents of the control stations? A. I could not say that.

Q. Has your line ever had any communication from the German Government in the matter? A. Not in New York.

Q. In every instance which you have received any complaint that your passengers were turned back with the statement that their tickets were invalid, there has been a Conference Line agent present, has there

1889 not?

Mr. Spooner: Do you know that?

Q. From the reports you have received? A. I don't know; I could not tell you whether a Conference agent was present.

Q. Did not the passengers inform you that the persons who turned them back endeavored to sell them a ticket over one of the Conference Lines?

Mr. Spooner: Objected to as leading and hearsay.

A. Yes, sir.

1890 Mr. Dorr: I think that Senator Spooner went as far in inquiring into this witness's hearsay information on this matter as anyone could go, and I am merely following him and cross-examining. Cross-examination does not call for hearsay any more than direct.

Q. Now, Mr. Fourman, this difficulty with the getting your passengers past the control stations which were established by the Conference Lines continues right down to date, does it not? A. Yes, sir.

Q. Now, the tickets which you sell your passengers, are the tickets which call for the transportation of

the passengers across Germany? A. No, sir; from Rotterdam to New York only.

Q. That is the only ticket which the passenger has of yours which he presents to the control stations, is a ticket from Rotterdam to New York? A. Yes, sir; or to Halifax.

Q. Or to Halifax? And it is those tickets for Trans-Atlantic transportation that the agents of the control stations state are invalid? A. Yes, sir.

Q. And that it is necessary for the passenger to buy a ticket for the Conference Line? A. If he wants to proceed. 1892

By Mr. Spooner:

Q. They were to go through Germany, these passengers, by rail, were they not? A. Yes, sir.

Q. Do you mean to testify if these people had gotten to Rotterdam that there was any pretence that the ticket would not have been honored? A. The ticket would have been honored.

By Mr. Dorr:

Q. Of course, your line would have honored its tickets, would it not, Mr. Fourman, if a passenger had been able to get to Rotterdam to present them? A. The moment a ticket would have been presented to any of our officials at Rotterdam, the ticket would have been honored. 1893

Q. But the difficulty was that before your passenger got to Rotterdam, he was informed that the ticket was valueless, was he not? A. In some cases he was told that a ticket was not any good.

Q. Now, this ticket, Government Exhibit No. 54, issued to Mrs. Beckerman, in regard to which there is a letter in evidence from the agent of the North German Lloyd Line in Illowa to the effect that it was invalid, can you state whether or not that is a valid ticket of your line? A. This is a good ticket.

1894

Q. Where does the Austro-American Line run? A. Between New York and Trieste, and I think, touches some Greek ports, but I am not positive.

Q. Does that line to your information, have the assistance of the Austrian Government? A. I don't know, sir.

Q. I show you what purports to be a certain ticket of your line and ask whether that is one of the tickets which you have mentioned as having been returned to your line with the notation that it was useless? A. Yes, this is one of our tickets, and as I see

1895 inserted in indelible pencil "Zurück" which means "back," "Ottochin," dated July 10, 1911, and signed by Arthur Oelsner.

Q. Is your information that Arthur Oelsner was one of the agents of one of the lines of the control stations? A. I think so.

Mr. Dorr: I offer that in evidence.

Mr. Spooner: I object upon the grounds it is incompetent and immaterial and not properly identified.

Q. What is this attached to it, the order? A. This is the purchaser's receipt.

1896

Mr. Dorr: I offer those in evidence.

Mr. Spooner: Same objection.

Marked Petitioner's Exhibit No. 182.

Mr. Dorr: There was one exhibit referred to in the testimony yesterday and which I was under the impression I had offered at the time, the advertisement of the sailing of the Lapland for January 22nd, reduced rate of $22. I will offer that now in evidence and also a circular of the Red Star Line under date of January 1, 1910, for New York-Antwerp ser-

vice, containing the advertised rates. I don't know whether that was identified by the witness or not, but if there is any question about it, I will have it identified now. I offer that in evidence.

Marked Petitioner's Exhibits No. 183 and No. 184.

Mr. Dorr: That is all.

By Mr. Spooner:

Q. Mr. Fourman, if a person purchasing a prepaid ticket in New Britain from some point in Russia to 1898
the United States by way of Rotterdam, would that include a ticket by rail from the point of origin of the passenger to Rotterdam?

Mr. Dorr: I object to that as a hypothetical question not based on any facts in the record. The witness has already testified that they did not sell prepaid tickets from the inland Russian points to Rotterdam.

Mr. Spooner: I did not hear that.

Q. Then you sold the prepaid ticket only to the ocean traffic? A. We are engaged only in the ocean traffic. 1899

Q. That, I know, but you sell no orders for the railroad tickets? A. We do not.

Q. That answers my question. Then a person who bought a prepaid ticket good from Rotterdam to New York would have to buy or provide in some way a rail ticket from the residence of the person to the port? A. Yes, sir.

Q. Now, this is one of your tickets (handing witness Petitioner's Exhibit 54)? A. Yes, sir.

Q. It is printed on the back of this ticket what I read to you: "According to the immigration laws

1900 of the United States contract laborers, insane persons, idiots, cripples, deaf mutes, blind persons, unmarried females, when pregnant, persons over sixty years of age, all diseased persons, all those liable to become a public charge are debarred from landing," that is a statement from the law of the United States at that time. I suppose now it is the same? A. To some extent.

Q. And a person holding a steamship ticket and having purchased a rail ticket from a point in Russia to the sailing port would when he reached the German Line be examined with reference to whether any of these disabilities existed? A. He would be examined by our physician in Rotterdam.

1901

Q. Yes, but suppose the German Government was not willing that he be transported through Germany? A. Then they would have to tell the passenger that he is sick and that he ought to go back.

Q. They would have to have him examined as to whether he complied with these provisions? A. We don't stop the German Government from examining persons.

Q. The German Government would not permit a person without a medical certificate to go through Germany?

1902

Mr. Dorr: There is no evidence of that sort in the record.

By Mr. Beers:

Q. Mr. Fourman, a citizen of Russia or subject of the Czar leaving that country to come to America has to have a passport, does he not? A. According to the Russian laws, yes.

Q. And that passport would disclose, would it not, whether the person was an emigrant from Russia and immigrant to the United States? A. No, not

necessarily; he would simply state he was going outside of Russia.

Q. It is not difficult, to ascertain, is it, whether or not certain persons leaving Russia are in fact emigrants and immigrants to the United States? A. No, not unless they say so.

Q. These regulations of the German control stations apply to immgrants, do they not? A. I so understand them.

Q. You don't understand they apply to casual travelers passing back and forth in Russia and in Germany? A. I understand they apply to Russian 1904
emigrants going to the United States.

By Mr. Burlingham:

Q. Do you remember that in 1904 or thereabouts a new law was passed in Germany with regard to this very matter? A. No, sir.

By Mr. Bullowa:

Q. Mr. Fourman, you instruct your agents to notify the intending passenger to go to Rotterdam via Basle, do you not? A. Our Rotterdam office does.

Q. So as to avoid the effect of the German control stations? A. Yes.

Q. So that if an emigrant leaves a point in Russia 1905
to come to this country he has to travel all the way from Russia to Rotterdam via Basle so that your physicians can determine whether he can be landed in this country? A. Yes.

Q. And if your physicians determine that he cannot be landed in this country he has to forfeit the ticket and return to his originating point? A. A good many—

Q. Answer that question; would he forfeit it? A. Yes, sir.

1906

Q. So that if he went through Germany he would have a very much shorter journey before the question was determined whether he was fit as a passenger or not? A. Yes.

Q. You are not a hostile witness, are you? A. I don't understand your question.

Q. The District Attorney said you were a hostile witness to the Government.

Mr. Dorr: I made no such statement.

The Witness: I am absolutely not hostile to both sides.

1907

Q. Before you came here you have seen the District Attorney, haven't you? A. Yes.

Q. You conferred with him? A. Not exactly.

Q. Well, you gave him certain information? A. Whatever I was asked to give.

Q. Now, the steamers, the Neapolitan Prince and the Sicilian Prince formerly belonged to the Prince Line and operated on a line of steamers from Italy to this country? A. Yes.

Q. And the Prince Line was forced out of that business because these steamers did not comply with the requirements of the Italian Government? A. I don't know that.

1908

Q. You have heard that? A. No, sir. Pardon me, the United States Government has also something to say about steamers, and they see our steamers as well as they see others.

Mr. Bullowa: I move to strike out his answer as not responsive.

By Mr. Dorr:

Q. Did you ever hear that the reason why the Napolitan Prince and the Sicilian Prince were taken off the Italian trade was that they were single screw steamers? A. I don't know.

Q. Haven't you heard that the requirement which led to the Sicilian Prince and the Napolitan Prince leaving the Italian service was that the Italian service required that emigrant ships be twin screw? A. I understand so.

Q. Are all the ships engaged in the North Atlantic steerage traffic employed by the conference line twin screw? A. Not all.

Q. There are ships of various lines that are single screw, are there not? A. I think so.

By Mr. Bullowa:

Q. Which one; specify any one? A. The Birma.

Q. She is not in the passenger service? A. But she was up to two weeks ago.

Q. Is that the only one? A. I don't know. Some expert in the steamship business might tell you that.

By Mr. Dorr:

Q. Aren't there a number of such steamers? A. I understand there are a number. They are being replaced by new steamers now.

Mr. Dorr: That is all, Mr. Fourman.

Mr. Spooner: In response to the subpoena served on the Hamburg-American officials, dated June 23rd, to produce certain papers therein designated, I produce all that they were able to find, as follows:

Circular of Hamburg-Amerika Line to agents, dated March 25th, 1908, covering through rates to special points of Europe, outward steerage Pretoria, leaving Saturday, April 11th, 1908, reduction to $23, New York to Hamburg.

Also circular of October 5th, 1909, reduction steerage, outward rate, steamship Graf Waldersee, reduced to $22.

1912

Also circular Hamburg-Amerika Line, October 6th, 1909, outward rate, reduced to $22, steamship Graf Waldersee.

The next is the Graf Waldersee, dated January 8th, 1910, steamship sailed January 15th, 1910, steerage outward rate $24, commission $2.

Another Hamburg-Amerika Line, reduction in the steerage outward rate, steamship President Lincoln, January 24th, 1910, sailing New York to Hamburg, January 29th, 1910, reduced to $22, steerage rate, commission $2.

Another President Grant reduction of steerage outward rate, sailing New York to Hamburg, February 5th, 1910, steerage outward rate reduced to $22, commission $2; January 31st, 1910, date of the circular.

1913

Another steamship, Graf Waldersee, Hamburg-Amerika Line, sailing August 18th, 1910, reduction in steerage outward rate to $27, commission $2.

Steamship Amerika, November 17th, 1910, sailing November 24th, 1910, steerage outward rate to Hamburg reduced to $22, commission $2.

New York, December 19th, 1910, steamship Pennsylvania, New York to Hamburg, December 22nd, 1910, steerage outward rate reduced to $26, commission $2.

1914

Hamburg-Amerika Line, Steamship America, December 30th, 1910, New York to Hamburg, sailing January 5th, 1911, steerage outward rate to Hamburg reduced to $26, commission $2.

February 24th, 1911, Steamship America, New York to Hamburg March 17th, 1911, outward steerage rate reduced to $29, commission $2.

Hamburg-Amerika, March 11th, 1911, Steamship Victoria, New York to Hamburg, Thursday, March 16th, 1911, steerage outward rate reduced to $29, commission $2. 1915

Augusta Victoria, May 20th, 1911, same ship, New York to Hamburg, May 25th, 1911, steerage outward rate reduced to $29, commission $2.

December 18th, 1911, Steamship President Lincoln, December 21st, 1911, New York to Hamburg, steerage outward rate to Hamburg reduced to $23, commission $2.

December 30th, 1911, Steamship America, New York to Hamburg, January 6th, 1912, steerage outward rate reduced to $25, commission $2. 1916

May 18th, 1912, Steamship Pennsylvania, New York to Hamburg, May 23rd, 1912, steerage outward rate reduced to $25, commission $2.

Steamship Cleveland, New York to Hamburg, June 20th, 1912, steerage outward rate, reduced to $25, commission $2.

I also produce European railroad tariff Hamburg-Amerika Line September 1st, 1901. European railroad tariff Hamburg-Amerika Line, May, 1909.

European railroad tariff Hamburg-Amerika Line, April, 1910. 1917

Those are all of those papers we have been able to find.

Mr. Dorr: I will ask that with the exception of the last three that those exhibits be marked and that the last three be marked for identification.

Marked Petitioner's Exhibits 185 to 201 inclusive and Petitioner's Exhibits 202, 203 and 204 for identification.

1918 Mr. Burlingham: In response to the subpoena to the Holland-Amerika Line, dated June 25th, I produce European railroad tariff of July 1911, published by the Holland-Amerika Line.

Mr. Dorr: I ask that that be marked for identification.

Marked Petitioner's Exhibit 205 for identification.

Mr. Burlingham: I have a number of other railroad tariffs published by railroad lines, but I do not understand you want them. As to the rest of the subpoenas calling for circulars, showing our advertised steerage rates, may I ask whether you refer to those issued by the

1919 Holland-Amerika Line?

Mr. Dorr: Yes.

Mr. Burlingham: I have a large number here which I will produce and have them marked for identification.

Mr. Dorr: I suggest that they be marked for identification as one exhibit.

Mr. Burlingham: But they run only from 1908 to 1912 and your subpoena calls for them for 1906 and I am informed that they have none prior to 1908.

Mr. Dorr: Just one question in regard to the subpoena to the Hamburg-Amerika, I notice the circulars which they have produced all

1920 appear to be circulars for the reduced rates. The subpoena as I recall it covered the circulars for the original rate of those steamers as well as the reduced rates. I may be in error about that.

Mr. Spooner: It says original and supplemental; they have given me all they have.

Mr. Dorr: Perhaps they did not observe that particular clause.

Mr. Spooner: I will call their attention to that.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1915.

No. 253.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 24, 1914.

Also No. 24526.

Term No. 682.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 6, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 12.

PETITIONERS' TESTIMONY.

Pages 1-[illegible]

(24446 and 24528)

[redacted]

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

TESTIMONY.

VOLUME II.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 206. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Mr. Burlingham: I have not any original ones. I have only got the produced papers.

Mr. Dorr: We will consider your subpoena amended in that same way then.

Mr. Burlingham: Yes.

EDWARD O. THOMAS, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

1922

Q. Mr. Thomas, what is your business? A. Steamship.

Q. How long have you been in the steamship business? A. About sixteen or seventeen years.

Q. What lines have you been with during that time? A. I have been with the Barber Steamship Company, the Vogeman Line and the Gans Line the same, or they were at the time, I believe, the Hamburg-Amerika Line and the Johnson Line.

Q. Have you been with any other lines during that period? A. I don't think so; no, sir; that I can recollect.

Q. How about the New York and Continental? A. Oh, certainly.

1923

Q. Those are the lines you are with now? A. New York-Continental, North West Transport Line and the Uranium Line.

Q. Did you go from the Hamburg-American Line to the New York and Continental? A. No, I went from there to the Johnson Line.

Q. What line had you been in prior to your service with the New York and Continental? A. The first company—no, I made a mistake. The first company I started was Furness, Withe & Company and from there to the Barber Steamship; no to Peter Wright

& Company. I was only there a few weeks and then to the Barber Line, and then to the Vogeman Line, the Hamburg-American Line, the Johnson Line, the New York and Continental Line, the North West Transport Line, and Uranium Line.

Q. What has your position been with the last three lines you have mentioned? A. At first I was the assistant manager of the New York and Continental Lines and since then I have been manager.

Q. When did you go with the New York and Continental Line? A. January 1st, 1907, I think.

1925 Q. At that time what were the ships of the New York Continental Line? A. They had a great many of them; I couldn't recall them. I have a memorandum.

Q. What was the service in which those steamers engaged in at times? A. I have a memorandum of the steamers, if you want it.

Q. Have you it with you? A. Yes.

Q. Well, you may consult your memorandum? A. They had altogether, if this memorandum is correct, twenty-nine steamers; not twenty-nine steamers, they made twenty-nine voyages, seventeen steamers.

By Mr. Bullowa:

1926 Q. You don't mean, Mr. Thomas, that they owned seventeen? A. No, they operated.

Mr. Dorr: I suggest, Mr. Bullowa, you reserve your cross-examination?

Mr. Bullowa: He said they had; I didn't know whether he meant ownership or not.

The Witness: They owned steamers.

By Mr. Dorr:

Q. These steamers, at that time were chartered? A. Yes, sir.

Q. And in what service did these seventeen steamers engage? A. They started in the Rotterdam-Hamburg trade, between New York and I think they kept that trade up. Later on we stopped the Hamburg trade and only continued the Rotterdam; just what line it was I don't recall.

Q. Do you recall whether they were engaged in passenger business or freight service at the time which your testimony now relates to? A. I believe they were engaged principally in the freight business. I believe the last few steamers did carry passengers.

Q. Were they the same steamers that had been engaged exclusively in the freight business? A. No.

Q. That is towards the end of its existence, they obtained steamers which were adapted to passenger business as well as freight business? A. Yes.

Q. Was there an interim as far as you can recollect, between the exclusively freight business and the freight and the passenger business? A. Was there what?

Q. Was there a period in there during which the line didn't run any steamers at all? A. Yes.

Q. That was prior to the establishment of the passenger business? A. I think so.

Q. While this line was engaged in the freight business exclusively, do you recall whether or not there was a line of steamers known as the New Hamburg Line? A. I do.

Q. What was the New Hamburg Line? A. I don't think anybody ever knew here in New York.

Q. Tell us about the New Hamburg Line, what you were able to discover about it, Mr. Thomas? A. As I say I don't know anything about the New Hamburg Line, except that it was a very strong competitor I believe of the New York and Continental Line.

Q. Did it come into being immediately or shortly

after the New York and Continental steamers were put on? A. Not very long after the New York and Continental Line started.

Q. How long did it last after the New York and Continental freight steamers went out of business? A. It didn't last at all; I don't think they had a sailing; their sailings were discontinued immediately.

Q. Do you recollect who the agents for the New Hamburg Line were? A. Phelps Brothers.

Q. Were Phelps Brothers agents for certain Conference Lines? A. I think so.

1931 Q. Now tell us about your competition with the New Hamburg Line? A. Well, whatever we were in the market for freight, they regularly underbid us.

Mr. Spooner: This is objected to.

Mr. Beers: This proceeding has nothing to do with freight carrying.

Mr. Spooner: I move to strike out the answer.

Mr. Burlingham: We don't know who "they" is.

Mr. Dorr: "They" I take it to be the New Hamburg Line. Of course, as yet I have not connected the New Hamburg Line with the defendant. If I fail to do so, of course, the evi-

1932 dence is immaterial.

Mr. Beers: Do you claim the New Hamburg Line was in the passenger carrying business?

Mr. Dorr: I don't know one way or the other about that.

Mr. Beers: Why encumber the record with matters that cannot be material in this proceeding?

Mr. Dorr: It seems to me that the entire efforts of the Conference Lines to put other lines out of business, whether those lines were

freight or passenger, is relevant on the question of the intent of the parties to the agreement, which is the basis of the bill.

Mr. Spooner: We object to it as not within the issues.

Mr. Dorr: Here is a line which starts in as a freight line, and we will try to show that efforts were immediately made to put it out of that business; then it was transferred to the passenger business and the same tactics were pursued in the same way.

Mr. Spooner: Nobody here can decide the question; I merely say that it is not within the issues. 1934

Q. Proceed, Mr. Thomas, and finish the answer that you were giving? A. Well, whenever we were in the market for freight, it was a regular thing for this line to underbid us and bring the rates down so low that it would make it almost an impossible proposition to operate steamers against them, and it was generally understood—

Mr. Spooner: Tell what you know.

The Witness: I don't know anything about the line; nobody else knew anything about it.

Mr. Spooner: Then I would not tell anything. 1935

The Witness: That is what I started out with.

Q. Did you endeavor to ascertain? A. I did.

Q. What was the best information you could get? A. My information was that the line was operated by the Hamburg-American Line.

Mr. Spooner: I move to strike out the answer as hearsay—the witness has said he didn't know anything about it.

Q. Do you know what became of the contracts for freight which the New Hamburg Line had, when the

New Hamburg Line retired from business? A. I know by what I was told.

Mr. Bullowa: By whom?

Q. What was the source of your knowledge? A. The freight brokers.

Q. Do you recall the particular names of the freight brokers who told you that? A. I couldn't swear to that.

Q. Well, what was the information that you got from the freight brokers that you cannot recall the particular names of?

1937

Mr. Spooner: I object to it as hearsay and he cannot designate or indicate the source of his information. On the further ground that it is incompetent, not being within the issues made by the pleadings.

Q. These freight brokers of whom you speak, were the freight brokers dealing in freight in Trans-Atlantic Lines at that time? A. They were.

Mr. Spooner: I object to the question as leading.

Q. Do you recall whether or not they at times acted for the Hamburg-American Line? A. They did.

1938

Mr. Spooner: Objected to as leading.

Q. Now, what did you learn? A. Well, as I have stated, I might have been told by half a dozen brokers, or more or less; really I cannot recall which of the various brokers; there are a great many of them may have told me that, but I do not know; from what they told me all of these contracts were transferred over to the Hamburg-American Line, at the same rates which were probably fifty per cent or seventy-five per

cent or a long way from the Hamburg-American Line, without any additional rate being charged. I know one contract that was transferred, the Standard Oil contract.

Mr. Spooner: Does not even show a combination of a single line that competes with another line.

Mr. Dorr: We have not begun.

Mr. Spooner: Then you have not laid the foundation for this testimony in this case.

Q. Did the New York and Continental Line resume business, Mr. Thomas? 1940

Mr. Spooner: I move to strike out this evidence, on the ground that it is hearsay, that the witness has been asked leading questions; that it is outside of the issues made by the pleadings and is incompetent and irrelevant.

Q. Now as to my last question, Mr. Thomas, did the New York and Continental resume business? A. They did; they stopped a while; how do you mean, did they resume business?

Q. As I understand it, it was originally merely a freight line? A. Yes.

Q. And that when it found the freight business impossible and suspended it, that is the freight line? 1941

Mr. Spooner: I object to the question as assuming facts of which there is no evidence.

A. Yes.

Q. What were the reasons for the discontinuance of the freight business, Mr. Thomas? A. Well, that would only be assumption. They lost a great deal of money. I can only assume; they never gave me the reasons.

Q. Thereafter did they institute a freight and passenger business? A. They did.

Q. What ships were engaged in that business? A. Freight and passenger?

Q. Freight and passenger, you may refresh your recollection from your memorandum? A. I am looking at my memorandum now. The Volturno, the Avoca, the Jelunga; I am not certain.

Q. Do you recall what the tonnage of the Volturno was? A. Gross is 3,581.

Q. Is it a twin screw ship or a single? A. Twin.

1943 Q. Do you recall what its accommodations were for steerage passengers? A. One thousand fifty-four.

Q. Has it accommodations for second cabin and first cabin passengers? A. It has some accommodation for second and some for first.

Q. Now the Avoca was the name of that steamer subsequently changed? A. Yes, I think she was the Uranium, or the Uranium was the Avoca.

Q. What was the tonnage of the Uranium, or what is the tonnage of the Uranium? A. Five thousand one hundred and eighty-three gross.

Mr. Burlingham: Give the net at the same time.

The Witness: Three thousand three hundred and

1944 nineteen.

Q. What is the gross tonnage of the Volturno? A. Three thousand five hundred and eighty-one.

Mr. Bullowa: What is the net?

The Witness: Two thousand two hundred and eight.

Q. How many screws did the Uranium have? A. One.

Q. Single screw? A. Yes.

Q. What is the steerage capacity? A. Of the Uranium, 1167.

Q. Did it have accommodations for second cabin?

1945

A. Yes.

Q. And first cabin? A. Yes.

Q. What is the time of the trip between Rotterdam and New York, on the Volturno? A. Via Halifax as they are coming now?

Q. Yes. A. Well, from twelve to fourteen days, in ordinary weather.

Q. What is it direct? A. It would be about a day or a day and a half less.

Q. What is the time of the Uranium? A. The Uranium is a day better.

Q. What was the third steamer which you sent to New York and the Continental Line ran in the passenger business? A. Jelunga. 1946

Q. What is the tonnage of that steamer? A. Well, that is the same as the Uranium.

Q. Sister ship, was she? A. Sister ship.

Q. Is that boat now in the service of the Uranium Line? A. No, sir.

Q. What became of that boat, do you know? A. I don't know.

Q. Now, how long did the New York and Continental mantain the freight and passenger service? A. They ran, I think, seven trips.

Q. For all three boats? A. No, altogether.

Q. During the time that the New York and Continental Line was running these steamers in the passenger business, do you recall whether or not there were steamers of the Conference Lines which sailed on the same sailing date, at a rate reduced from the regular rate of those steamers of the Conference Lines? A. I don't recollect when that opposition started. 1947

Q. Did you have charge of the passenger business at that time? A. No, sir; I had really nothing to do with it.

1948 Q. Your duties were confined entirely to the freight? A. To freight and management of the ships.

Q. What was the date when the New York and Continental suspended this passenger and freight service? A. I think the last steamer sailed on August 22nd, 1908.

Q. Thereafter did you enter the employ of the Northwest Transport Company? A. I did.

Q. When was that? A. They started operating steamers February 27th, 1909.

1949 Q. And what steamers did the Northwest Transport Company operate? A. The Volturno, Raglan Castle, Uranium, Napolitan Prince, Sicilian Prince and Campania.

Q. Was the name of the Campania subsequently changed? A. Yes, changed to the Campanello.

Q. What is the tonnage of the Raglan Castle? A. I don't remember.

Q. That is not in the service of the Uranium Line? A. No.

Q. Do you recall its steerage capacity? A. I do not; I think it was about 800.

Q. Now the Napolitan Prince? A. Did you say Raglan Castle?

1950 Q. Yes. A. I don't think she carried passengers, did she? Yes, she did too. I may be mistaken about her capacity, I was thinking of the "Princes."

Q. You don't recall the capacity of the Raglan Castle? A. No.

Q. Now the Napolitan Prince, what was her tonnage and steerage capacity? A. I don't recall it.

Q. Approximately? A. Not near enough.

Q. About the Sicilian Prince? A. Same answer; I don't recall it.

Q. Are the last two boats now in the service of the Uranium? A. The "Prince" boats?

Q. Yes. A. No.

Q. How long did the Northwest Transport Line continue in business? A. February 27th, 1909, to May 7th, 1910.

Q. And what occurred then? A. Then the line discontinued altogether.

Q. And whose employ did you enter then? A. The Uranium Steamship Company.

Q. Immediately thereafter? A. Yes.

Q. What ships did the Uranium Steamship Company have? A. The Volturno, Campania and Uranium.

Q. Has it added any ships? A. No, sir.

Q. Mr. Thomas, is it part of your duty as general manager of the line in the United States, to ascertatin the expense at which your ships are carrying steerage passengers? A. No, sir.

Q. Does your line keep records as to the expense of transporting the steerage passengers? A. We know what it costs to carry them.

Q. What records do you keep which show the cost of carrying? A. We don't keep any records.

Q. Do you keep records which show the expenditures, which have been made on the different voyages, on the different ships? A. That is all done in London.

Q. Certain of those expenditures are made in New York, are they not? A. Yes, sir.

Q. And that information is transmitted from New York to London? A. All of the vouchers are sent to London, including the expenses at New York.

Q. Now, Mr. Thomas, what from your experience have you found to be the cost of carrying steerage passengers on the ships of your line, where there were, we will say, 500 passengers on a sailing, *per capita?* A. I should say about £2, less than £2 10.

Q. That would be about $12? A. Around about $12.

Q. Now, what element does that cost of $12 include? A. Includes everything; it is put up to the ship for carrying those passengers.

Q. Now, from your experience can you say whether or not cost *per capita* of the carrying of a steerage passenger decreases with the number carried? A. It does slightly.

Q. Assume that there were 1,000 passengers to a sailing, what from your experience have you found to be the cost? A. About £2 6; that would be about the average for a good round lot of passengers, from

1955 500 up.

Q. Between what points is that carried, Mr. Thomas, between New York and Rotterdam? A. Yes, sir.

Q. Is that eastbound carriage? A. Both ways.

Q. Do you find that there is a material difference in the cost between the two, east and westbound? A. Of course, is it cheaper to carry passengers westbound than it is eastbound? No, I shouldn't say it is. The provisions over there are almost as high as they are here; in the meat bill and the flour bill there is really no difference; the only thing to consider some of the provisions are cheaper over there, but them we generally provision for the round voyage, with the ex-

1956 ception of perishable goods.

Q. Mr. Thomas, what has been your experience with the transportation of passengers booked by your line from Rotterdam to New York, where they were traveling from Russia to Rotterdam, to embark to the control stations, German and Austrian frontier? A. Similar to the testimony that I have heard Mr. Fourman give here.

Q. State in detail, Mr. Thomas, what your experience has been in regard to interference with your passengers by the control stations?

1957

Mr. Spooner: I object to the question as assuming facts not proven, as characterizing what takes place at the control stations and as hearsay.

A. Mr. Fourman is passenger agent of the line, but in my connection with the line of course, I have seen a number of tickets come in and returned. Mr. Fourman has shown me a number of the letters, stating reasons why these tickets were returned.

Q. Has it been an important matter to the line? A. It has been a very important matter to the line.

1958

Q. As such I suppose it has received your attention as general manager? A. It would; it would come to my notice, but not my attention, Mr. Fourman dealt with that.

Q. Now, have you taken it up with your home office? A. Mr. Fourman has right along.

Q. Do you know whether or not your line has made efforts to procure the cessation of this interference? A. Always have heard so.

Q. Have you succeeded? A. I don't think so.

Q. Do you know Captain Tinsley? A. I do.

Q. Has he ever been in the employ of your line? A. Has he?

Q. Yes. A. He is now.

1959

Q. Do you recall any difficulty that Captain Tinsley had while he was in your employ?

Mr. Burlingham: Objected to as immaterial and irrelevant and as vague and indefinite.

Mr. Spooner: Hearsay. Captain Tinsley would be the best witness on that subject.

Mr. Dorr: The witness may know something about it.

Mr. Spooner: It is leading and assuming Captain Tinsley had trouble; a general objection.

1960

Mr. Dorr: I distinctly refrained from leading; I haven't asked him what the difficulties were.

Mr. Bullowa: I know, but you suggested that he did have some difficulties.

Q. Directing your attention to the question of whether or not Captain Tinsley ever did have any difficulty, do you know? A. I know he did.

Mr. Burlingham: Difficulties with what, marital difficulties?

The Witness: Difficulties with the Dutch Govern-

1961 ment.

Q. Will you state what you know about that matter, Mr. Thomas?

Mr. Bullowa: What the Dutch Government did, is that the question, Mr. Dorr?

Q. Did you understand the question, Mr. Thomas? A. Why the trouble—

Q. Tell us what you as manager of the line here had to do with this matter?

By Mr. Spooner:

Q. Have you personal knowledge? A. I have.

Q. With the Dutch Government? A. So far as

1962 cables and letters go, that is all I have.

Q. Did you participate in it yourself, or is it hearsay? A. I participated in it in this way. Mr. Tinsley had to leave the country and I had to communicate in other parts with him, because he was not allowed to stay in Rotterdam.

Q. By whom was he prevented? A. By the Dutch Government.

Mr. Bullowa: Do I understand Mr. Dorr, you mean to connect these defendants with the Dutch Government, because if that is so, can-

not I call your attention to the American Banana case?

By Mr. Dorr:

Q. Now, Mr. Thomas, what did you do in this regard? A. I had really very little to do with it; it affected us very little here. Mr. Tinsley went to Antwerp.

Q. Is Mr. Tinsley still in your service? A. Yes.

Q. When will he be in port? A. He is marine superintendent and manager in Rotterdam.

Q. And does not come to this port? A. No, sir. 1964

Q. Was this matter, this difficulty which Captain Tinsley had in connection with the transportation of steerage passengers on your line?

Mr. Burlingham: I object to it as leading and upon the further ground it has been shown the witness has no knowledge on the subject.

A. It was.

Q. And what was the incident in regard to the transportation of these steerage passengers on your line?

Mr. Spooner: That is objected to as incompetent, the witness having already testified that he had no personal knowledge of it, as hearsay and irrelevant. 1965

A. The incident was that our passengers were not allowed to land in Rotterdam and had to land some place. Could not keep them on the ship and they were put on the ship and told they could not land and Mr. Tinsley was rather arbitrary, from the standpoint of the Dutch Government and he landed these passengers without the authority of the Dutch Government and they possibly and justly extradited him, keeping him away for all time. He was a very popular

1966

man in Rotterdam and this was an order of the Queen, the Queen signed the order, herself, so I was told.

Mr. Dorr: I will consent that that be stricken out.

Mr. Spooner: Just as competent as the rest of it.

Mr. Burlingham: You mean expelled, not extradited?

Q. Mr. Thomas, what was the difficulty as to the landing of these passengers; that is the only part of it which I regard as competent?

1967

Mr. Spooner: I object to it as immaterial and incompetent.

A. Well I couldn't give all the facts in the case.

Mr. Spooner: You can't give any of them, can you, except hearsay?

Mr. Dorr: Well, I will consent, if you gentlemen desire, to have all this matter stricken out.

Mr. Burlingham: Everything about Tinsley?

Mr. Dorr: Yes.

Mr. Spooner: We don't object to its re-

1968

maining in.

Mr. Dorr: Then I will pursue it. Do you desire to have it stand?

Mr. Spooner: I would rather it be in as far as I am concerned.

Mr. Dorr: Well, then I will pursue it a little further.

Mr. Bullowa: I move to strike it out.

Mr. Dorr: I consent that it be stricken out.

Mr. Spooner: I object to its being stricken out.

1969

Mr. Dorr: I will consent that it be stricken out.

Mr. Burlingham: I object to striking it out.

Mr. Dorr: I think we may as well have the whole story.

Mr. Bullowa: It is consented that it be stricken out.

Mr. Dorr: I have consented that it be stricken out as to you, but as to Senator Spooner I will get the whole story.

Q. What were the circumstances about this, Mr. Thomas, as you ascertained them from investigation as general manager of the Uranium Line, Northwest Transport Line in this country. 1970

Mr. Burlingham: Objected to.

Mr. Bullowa: Same objection, and I move to strike out the answer.

A. I am only the general manager of the line in this country.

Q. And you ascertained them as general manager in this country? A. I am not general manager of the line, only being the manager in America, it would not come under my province to make a thorough investigation of a thing like that. What would come to me would come to me simply from my own knowledge. I received a number of cables on it and so forth. 1971

Q. You had correspondence with your office on the other side over this matter? A. I think so.

Q. And what was the difficulty as to the landing?

By Mr. Spooner:

Q. Does the correspondence show what the difficulty was? A. I don't think so.

By Mr. Dorr:

Q. What was the difficulty?

1972

Mr. Spooner: Same objection.

A. The difficulty was the landing passengers against the orders of the Government as I understood it.

Q. What was the occasion of the holding up the passengers and preventing them from landing.

Mr. Burlingham: Objected to as vague, indefinite, and on the grounds of the objection to the former question.

A. I would have to refresh my memory on that to give an intelligent answer.

1973

Q. If you will do that, then, Mr. Thomas, I will not pursue that matter further. What was the destination of the passengers on this steamer, if you recall, Mr. Thomas? A. It must have been various points; I presume in Russia.

Q. Do you recall whether or not these passengers were in the first instance landed in Holland and that they were subsequently returned to Rotterdam from the frontier?

Mr. Beers: Objected to as leading.

A. They were.

Q. Was it before that or after that that this incident as to their landing occurred? A. You mean the second landing from the steamer?

1974

Q. Yes? A. It was after that.

Q. The landing to which the Holland Government objected? A. It was after that.

Q. Do you recall what was done by your line in regard to the transportation of these passengers to their ultimate destination? A. They were finally transported.

Q. Through Germany? A. I don't know whether they went through or went around.

Q. Do you recall what reason was given for the refusal to allow these passengers to proceed at the German frontier?

1975

Mr. Spooner: That is objected to as incompetent, no foundation having been laid for the question, and on the ground that the witness has no knowledge on the subject.

Q. Now, do you recall that shortly thereafter, immediately after this incident that you were about to transport certain steerage passengers whose destination was Russia and that you made certain arrangements for their transportation?

Mr. Burlingham: Objected to as leading.

Mr. Spooner: That is objected to as assuming what the witness has not testified to and also upon the ground that it is leading. 1976

Q. Now, what did you do? A. We made arrangements in Rotterdam to run special trains and we also made arrangements to try to see that all Russian passengers had passports.

Q. Well, now, do you recall whether or not you had any Russians booked for the following sailing of a ship of your line? A. No, sir.

Mr. Bullowa: Do you mean you don't recall?

The Witness: I mean I don't even know what the following sailing was.

Mr Burlingham: Why not take an adjournment and put Mr. Fourman on the stand again. 1977

Q. Do you recall whether or not at or about that time you made an arrangement for forwarding certain Russian passengers by a ship of the Holland-Amerika Line?

Mr. Spooner: Objected to as leading and immaterial.

A. Yes, sir; we did.

Q. What were the circumstances of that, Mr. Thomas? A. I recall that the passengers were booked.

1978 *Edward O. Thomas*

We refused to put them on the ship because they had no passports and we knew they could only go by the Holland-Amerika Line.

Q. And you did not transport them because they had no passports? A. As I recall it.

Q. What did you do with them in order that they might get to their destination? A. Booked them on the Holland-Amerika Line.

Q. Did they have any difficulty going over the Holland-Amerika Line? A. No, sir.

Mr. Spooner: You ought to make the Dutch
1979 Government a party.

Q. The difficulty was not the Dutch Government, was it, Mr. Thomas; the Dutch Government had nothing to do with the passport business? A. No, sir.

Q. The difficulty was with the German frontier, was it not, as in the case of the westbound? A. We run up against the same thing as they did in the westbound.

Recess until 2 P. M.

1980 Afternoon session.

EDWARD O. THOMAS, recalled:

Mr. Dorr: Your witness.

Cross-examination by Mr. Burlingham:

Q. You spoke, Mr. Thomas, of the cost *per capita* and you seemed to be in some doubt whether it was cheaper bringing the passengers eastward or bringing the passengers westward; is your mind clear on that now? A. Well I should imagine there is a slightly less cost in bringing them westward, because I know a

1981

good many of the provisions are much cheaper over there than they are here.

Q. Is this statement of yours as to the *per capita* cost based on a careful investigation by yourself personally? A. Based on figures that I have.

Q. Have you done it for the District Attorney, or for your own business? A. I am doing that ever since I have been in the passenger business.

Q. Taking all of the items of cost, you think that *per capita,* carrying 500 steerage passengers, the cost is only two pounds, ten? A. It might be slightly more.

1982

Q. Then you must make a very handsome profit, carrying passengers at $20 and $22? A. I mean that is the overhead expenses. I don't mean that that cost —for instance those are the expenses that you would show in the disbursements of the steamer.

Q. That is what you mean by overhead expenses? A. Yes, sir.

Q. Define that? A. For instance the cost of the feeding of the passengers, the cost of the stewards' pay and the feeding of the stewards, the cost of insurance, the cost of painting and the upkeep of the stewards' department and passengers' department, and any repairs necessary in the passenger department.

1983

Q. How about your crew and the navigation of the ship; do you leave that out or charge that to freight? A. We charge that to the steamer, but we have now a passenger department, a freight department and a steamship department.

Q. And you assign—? A. (Interrupting.) We assign to the passenger department everything relating to the passengers, such as stewards, etc., and the other crew is assigned to the steamship department.

Q. Then to test the soundness of your conclusion, it would be necessary to have a very considerable body of data would it not? A. It would.

Q. For instance you estimate the cost of feeding a steerage passenger at so much, I suppose? A. Yes.

1984

Q. You get at that by a careful consideration of all the bills for the year? A. All the bills for a voyage or voyages.

Q. Did you ever carry a thousand passengers? A. Yes.

Q. Very rarely? A. Frequently carried a great deal more.

Q. It does not so appear in these records, does it? For instance 1910, Petitioner's Exhibit 158 for identification.

Mr. Dorr: You are referring now to the

1985 figures of the Uranium Line, are you not?

Q. Table 59 gives the number of passengers carried eastbound by the Uranium Line in the year 1910, and the range apparently from 75 passengers to 956, and I see none eastbound carried more than a thousand? A. Does this give the westbound passengers?

Q. West are on the other column there (indicating)? A. When I see these figures, I know we have had a number of ships this year where we have had more than 2000 passengers.

Q. You made your calculations, your investigations with regard to those? A. The cost of carrying them?

Q. Yes? A. The cost of carrying them I based on

1986 actual data, actual figures.

Q. Have you those with you? A. No, sir.

Q. As I understood you you charged such expenses of the ship to the ship itself, certain to the passenger department, and certain others to what? A. Freight department.

Q. To get your best results, you want to carry both freight and passengers? A. On such ships as ours we have to do it.

Q. Well, I renew the question I asked you originally, you must have made a very handsome profit, charging $22 or $20, if it only cost you two pounds

six per passenger, isn't that so? A. Passengers can be carried on certain classes of ships from $20 up and make money. 1987

Q. Everything depends on the kind of ship it is? A. You could not carry them on the Lusitania.

Q. This matter of expenses based of course upon the character of food you give, character of service, number of days, speed of the vessel? A. Everything is taken into consideration.

Q. These are British ships aren't they? A. Yes, sir.

Q. Subject to British regulations, Board of Trade? A. Yes, sir. 1988

Q. Not subject to American regulation? A. Yes, sir.

Q. Except so far as you comply with the Board of Trade regulations, that gives you a standing with the American inspectors? A. It does as a general rule.

Q. That is the way you comply with our laws in common isn't it, by producing a Board of Trade certificate? A. Yes, but that isn't all; they regularly inspect and measure the ships and tell you how many you can carry too if there is a change made at any time.

Q. When did the Uranium Steamship Company pay its last dividend? A. I don't think that they ever did. 1989

Q. How long has that company been in existence? A. Since May 21st, 1910, it says here.

Q. What is its capital stock? A. I don't know.

Q. Is it a British corporation? A. It is.

Q. Are you an officer of it? A. No, sir.

Q. Are there any officers in this country? A. I don't think so.

Q. What is the age of these three ships that the Uranium has? A. The Volturno, I think, was built in 1906 and the Uranium was built, I think, in 1891.

Q. 1891? A. I think so; the Campanello was built in 1902 I think.

1990

Q. Then they were not built for you, any of them? A. No.

Q. What was the Volturno built for? A. The Volturno was built originally—I don't know.

Q. What is your information? A. I have heard that she was in the Italian trade at one time, running to Brazil.

Q. Well, it must have been prior to 1906. Are you quite sure of the date of her launching? A. I am not certain.

Q. How about the Uranium, who was she built for? A. She was originally built for the British-

1991 East India Company running between India and London.

Q. Now the P. & O.? A. British-East India, that is my impression.

Q. Give her history? A. She was originally built to run in that trade, to carry a very high class of passengers. At the time she was built, she was supposed to be one of the finest ships of the day and I have often heard the captain tell passengers how she came to London, how often the builder came down to see her sail; she was supposed then to be such a fine ship.

Q. She was transferred to what lines? A. She was taken out of that trade a great many years ago and

1992 I don't know what trade she is running in.

Q. Where did you come to get her or the purchaser of your company? A. Got her from the Fairfield people, I believe.

Q. Who are they? A. An English Company, shipowners and builders.

Q. Well, was there a line of steamers known as the Fairfield Line? A. You never heard of the Fairfield people?

Q. Not as a line, is there one? A. They are very large builders; I don't think they run a line.

Q. Do you think the Northwest Transport bought her from them? A. No, sir; the Uranium Line bought her, is my impression. 1993

Q. When? A. I don't know; I imagine about the time or before the Uranium Line started operating.

Q. Have you any memorandum to refresh your recollection? A. No, sir.

Q. Now, the Jelunga, you have her how long? A. I don't know how she was running. I can tell you the number of voyages she made. She made three trips I believe.

Q. And then was she sold? A. She was not owned by the— 1994

Q. She was a chartered boat? A. She was a chartered boat.

Q. Now, the Campanello was originally the Campania, you say? A. Yes, sir.

Q. She was built you say in 1902? A. Yes, sir.

Q. And of what line was she originally? A. She ran for a long time in the Phoenix Line.

Q. Where did that run to? A. Antwerp.

Mr. Bullowa: Not as a passenger boat.

Q. Freight boat? A. Freight boat.

Q. Then you acquired her when? A. I don't know when we bought her. I imagine about the time the 1995
Uranium Line was formed. I don't know whether they bought her when she was running for the Northwest Transport Line or not.

Q. And you were the general manager in America of the Northwest Transport Line? A. Yes, sir.

Q. You never had more than three boats in that line? A. The Uranium?

Q. Yes? A. No.

Q. In the Northwest Transport Line you had five? A. Six, including two principals.

Q. You have not built any other boats, have you? A. No.

1996

Q. None contemplated? A. I don't know.

Q. You have no responsibility for these circulars that were sent out, declaring that new boats were being constructed, did you? A. No, sir.

Q. You have testified to a great many things this morning with regard to the passenger service, but isn't Mr. Fourman the passenger agent of this country? A. Yes, sir.

Q. General passenger agent? A. Yes, sir.

Q. You do not interfere with him do you, except in crises? A. I am the manager of the line.

1997

Q. Do you have anything to do with getting out the circulars? A. Very little.

Q. Do you have anything to do with dealing with disgruntled passengers? A. Sometimes.

Mr. Dorr: I object to that.

Q. You listen to complaints by passengers? A. Sometimes, Mr. Fourman might consult with me, take it up with me.

Q. Have you ever visited control stations? A. No, sir.

Q. Have you ever been on the frontiers of Germany and Russia? A. No, sir.

Q. You have been in Europe? A. Yes, sir.

1998

Q. You have never investigated this yourself, have you? A. No, sir.

Q. You have a home office in London, have you? A. Yes, sir.

Q. Is it an active real thing, do they control the business or do you? A. I can't say, I am sure I don't—

Q. (Interrupting.) My question was whether the tail wagged the dog or otherwise?

Mr. Spooner: What do you mean by otherwise?

1999

Q. I mean what I say? A. You asked me if I control the business or the London controlled it?

Q. Yes? A. I certainly do not.

Q. Your relation is that of agent in the United States for them? A. Yes, sir.

Q. And you take orders from them? A. Yes, sir.

Q. You fix rates or do they? A. I do.

Q. Without consultation? A. Yes, sir.

Q. And send out these circulars, reducing rates from time to time? A. Are you referring strictly to passenger rates?

Q. Yes? A. They never interfere with us.

2000

Q. You can do what you please? A. Practically; they leave the management of the business in this country entirely in our hands.

Q. And you raise or lower the rates, according to the competition you have to meet, is that it? A. I think so.

Q. You want to get as much as you can and give away as little as possible, is that it? A. We want our fair share of the business.

Q. You have been doing pretty well, haven't you? A. We have.

Q. Increasing all the time? A. I think the records show that we have.

2001

Q. Notwithstanding the existence of the Conference agreement, known as the District Attorney's AA? A. Well, of course they have taken away a very large portion of our profits.

Q. And you retaliate by taking away as much of theirs as possible? A. We retaliate by trying to get as much of the business as we can, in a good legitimate way.

Q. It is perfectly legitimate, is it? A. With the way we do it, it is.

2002

CROSS-EXAMINATION by Mr. Bullowa:

Q. Did you ever try to become a member of the Conference? A. No, sir.

Q. Never made application? A. No, sir.

Q. Did the Northwest Transport Line? A. No, sir.

Q. Who were the parties interested in the New York and Continental Line? A. Who the parties are?

Q. Yes? A. I don't know.

Q. Well, who did you get your orders from? A.

2003 From London.

Q. From whom in London? A. The Northwest Transport Line and the Uranium Line.

Q. Who were the parties that you dealt with? A. I don't know.

Q. Your letters came unsigned? A. Came signed by Northwest Transport Company.

Q. No initials? A. They were signed by different men there.

Q. As I understand the Northwest Transport and the New York and Continental Lines were simply some company in London. Now, did you ever go abroad and see the management abroad? A. Yes,

2004 sir.

Q. Whom did you see? A. I saw a man named Harding.

Q. Is he the manager there? A. I understand so.

Q. And the New York & Continental Line, is that a British corporation or a New York corporation? A. Why, the New York & Continental Line was a New Jersey corporation.

Q. Who were the officers? A. Why, a man named Peterson was president.

Q. What is his full name? A. William.

Q. Was he an American or Englishman? A. Why, he was a Dane I believe, a naturalized Englishman.

2005

Q. Was he the only officer of the company? A No, there was a secretary and treasurer.

Q. Who was he? A. The secretary and treasurer of the first one was a man named Huntington.

Q. His other name? A. I don't know what his other name was.

Q. What was the capitalization of the New York & Continental? A. I don't remember.

Q. Did they own any steamers? A. I don't think so.

Q. Chartered steamers? A. Yes, sir.

Q. Did McKenzie & Mann have anything to do with the New York & Continental Line? A. I don't know. 2006

Q. Did you ever hear of those people? A. Very often.

Q. In what connection? A. I have heard of them in many connections.

Q. Well any connection with the New York & Continental Line? A. I have never had any dealings with them, never even seen them, except I saw Mr. McKenzie once I think at lunch.

Q. At a meeting? A. No, I say I met him once at lunch.

Q. What was the Northwest Transport Line, was that a New Jersey corporation or an English corporation? A. I think an English corporation. 2007

Q. Who were the officers of that corporation? A. Peterson I think was president of it; I am not certain.

Q. You are not certain? A. No.

Q. Who were the other officers? A. I don't know any of the other officers.

Q. Peterson's home address was London? A. Yes.

Q. Do you know the capitalization of the Northwest Transport Company? A. No, sir.

2008

Q. Do you know whether they owned any steamers or not? A. I don't know whether they did own any; I imagine they did not.

Q. Now, the Uranium Line, is that an English corporation? A. Yes.

Q. Who are the officers? A. I only know the manager.

Q. Is Mr. Peterson connected with it? A. No, sir.

Q. What is its capitalization? A. I don't know.

Q. They only man you know—? A. I say I don't know. For instance I had all that data, naturally being the New York manager, I must certainly have

2009 filed it with the secretary of state. It has been through my hands but I don't recall it now. All that information is filed with the Secretary of State.

Q. Now these freight brokers that you spoke about, that gave you this information about the Hamburg Line taking over certain contracts, they were freight brokers for you too, they acted for everybody? A. For everybody.

Q. There was no conference among the freight brokers was there? A. Not so far as I know. There is a freight brokers' association; I don't know what it amounts to.

Q. There is a freight brokers' association? A. I

2010 think so.

Q. You deal with those brokers that are members of the association? A. I don't know what the association is. I have often heard the term but I don't know anything about it.

Q. Now, during the early part of 1908, you had competition with the Russian East Asiatic Steamship Company too, did you not? A. Not direct, freight or freight and passengers?

Q. Freight and passengers? A. Well I never yet felt that competition to amount to anything. They practically were not allowed to take freight to Rot-

terdam. I think they have a working agreement; I know they have. 2011

Q. I didn't ask you what was the state of affairs? A. You say competition?

Q. In 1908? A. I don't remember.

Q. Do you know whether the Uranium has a double bottom or not? A. I don't know.

Q. Yet you are the manager of the line? A. Yes, sir.

Q. Haven't you heard that she was rejected by the Russian East Asiatic Steamship Company, Limited, because they considered her unfit for their passenger service? A. No, sir. 2012

Q. You have not heard that? A. No, sir.

Q. You don't know whether that is true or not? A. No, sir. I could not imagine, because she has the finest hull of any ship on the Atlantic today, the North Atlantic trade.

Q. But yet you don't know whether she has a single or a double bottom, and you make that statement? A. I think she has a single bottom.

Q. And yet you make that statement without knowledge of the fact? A. Yes, sir; double bottom ships you know go to the bottom very often.

Q. What is the name of the manager for the Uranium steamship line in England? A. Harding. 2013

Q. What is his first name? A. H. W., Henry I think, I am not certain.

Q. Did he have anything to do with the Northwest Transport Line? A. I don't know; I don't know whether he took the management of the Northwest Transport Line or not, I don't think he did; I am not certain on that point.

Q. Did he have anything to do with the New York and Continental? A. No.

Q. But the first line that really owned any steamers was the Uranium Line? A. That I have been connected with of the three lines.

2014 *Edward O. Thomas*

Q. You don't know where they acquired those steamers? A. I think I stated where they acquired them.

Q. Now, isn't it a fact that while the Northwest Transport Line was being operated, that these agents, the passenger agents refused to turn over to the Northwest Transport Line the moneys received for prepaid tickets, until the passengers had actually made the trip? A. I don't know that any definite request was ever made to them. I know they did not want to do it.

Q. They did not want to do it? A. Yes.

2015 Q. And they did not do it as a matter of fact? A. They did not.

Q. Do you know why they took that position? A. Certainly.

Q. What was the reason? A. Because the passenger agent was responsible for those passengers as I understand it.

Q. They were rather nervous about turning them over? A. No, sir; not at all; never understood it that way.

CROSS-EXAMINATION by Mr. Beers:

Q. There was a certain connection was there not,
2016 Mr. Thomas, between the New York & Continental Company, Northwest Transport Line and the Uranium? A. I never knew what that connection was.

Q. You never knew? A. No, sir; if there was any connection I don't know anything about it.

Q. Did you think there was any connection? A. I don't know what I thought.

Q. Had you any information on the subject? A. I don't know whether I had any information.

Q. You don't know whether you had any information? A. No, sir.

Q. You were employed ostensibly by those companies were you not? A. Yes, sir.

Q. There was a certain sequence between the companies? A. One followed the other.

Q. There didn't any two co-exist at the same time? A. Yes, sir; there did; they exist today.

Q. Well, as running the same ships? A. No, sir; the New York & Continental Line is still in existence and so is the Northwest Transport Line. They may not be operating steamers.

Q. Do you know any reason for the transfer of these companies to another? A. I have my own private idea.

Q. Would you favor us with that? A. Well, I imagine that the people who backed the first line, found it a losing proposition. In order to get extra money to operate steamers, they probably changed the name to Northwest Transport Line. The New York & Continental Line had lost a great deal of money and found it better to start over with a clean slate.

Q. Is the same true about starting the Uranium Line? A. No; the Uranium Line started; the Northwest Transport Line failed to make a go of it. The man who was operating, the president of the Northwest Transport Line chartered the steamers from the owners. They put up money to operate, finally got tired of losing money, took the ships over and kept them going in the same trade themselves, that is all. I have never been informed of that officially.

RE-DIRECT EXAMINATION by Mr. Dorr:

Q. I suppose the longer time it takes a boat to cross, the greater are its lists of the expenses of transportation of the steerage passengers, for instance, foods; that is the same steamer, for instance, the Campanello would take ten days, the cost of the expense *per capita* would be less than if she took fourteen days? A. Yes.

2020

Q. And so would the other expenses which you have outlined? A. All other expenses increase proportionately.

Q. So that a faster boat has a certain advantage in the cost *per capita* of the steerage business? A. Not necessarily.

Q. As to those items? A. Well a good passenger is always cheaper, but a faster ship is not always cheaper, may not be.

Q. The steamer expense would be greater for a very fast steamer? A. As I say a very fast steamer, for instance a steamer like the Lusitania could not carry

2021 passengers for the same amount of money that a very small steamer could carry them.

Q. That is the coal bill is too high? A. The coal bill is too high, and there are very few ships like the Lusitania only two or three.

Q. And the ships which are in competition with you are—the Lusitania and the Mauretania never have been put on to fight you? A. We could not compete against such ships as that at all; wouldn't attempt to.

Q. The steamers competing with you are ordinarily ten or twelve day steamers? A. Nearly every steamer carry passengers as competing, except express steamers.

2022 Q. That run about ten days? A. Eight days up.

Q. Now Mr. Burlingham asked you about the profits of your line. Your line has not as a rule has it been able to obtain even 500 passengers, though your capacity is much larger? A. From this side, of course, our passengers have been limited.

Q. Take for instance westbound traffic in 1909? A. I don't know how nearly those figures are correct. I know how often the conference has tried to get hold of our figures and have even seen them incorrectly published. They may possibly have gotten it correctly. What are those figures, are those Government figures?

Q. No, those are Mr. Sandford's figures?

2023

Mr. Burlingham: Mr. Fourman said they were substantially correct.

Mr. Dorr: He assumed they were.

The Witness: I have seen those figures published in the conference lines in a circular, that was way off; generally they are correct.

Mr. Burlingham: Mr. Dorr, I notice that in one, I think it is 1908, there is a notation in regard to this line, saying that the figures are not official.

Mr. Dorr: Eastbound is not official.

2024

The Witness: They always used to call us up for those figures and I always gave them to them.

Q. Take for instance Northwest Transport Line in 1909, westbound, sailing February 21st, there were only 101 Halifax passengers, 180 New York passengers, the total being considerably under 500? A. You will find though that a number of our westbound voyages where we have carried the greatest number of passengers and the sailings around Christmas where we have carried a large number of eastbound.

Q. I am talking about westbound; ordinarily they have not totaled 500, have they?

Mr. Burlingham: That is in 1909.

2025

A. You are going way back; I should say around about 500.

Q. You were saying that these figures were incorrect? A. I don't know anything about those figures and I don't really know the number of passengers we carried.

Q. With a passenger list of two hundred the cost *per capita* would it be higher than where you carried 500? A. Higher, yes.

Q. And the chance for profit, with a small passenger list like that would be very small, would they not? A. Very much less.

2026 Q. Now, your boats, however, were capable of carrying over a thousand passengers were they not? A. I should think so; I gave the figures.

Q. And when on the occasions, a few occasions when your ships have not been opposed by fighting steamers, have you been able to secure full passenger lists or a large passenger list? A. I don't know about the full passenger list, but it made a very material difference; I should say almost double.

Q. In 1911 it appears that you carried more passengers; still there were occasions were there not when you were not able to secure five hundred passengers?

2027 A. Many times; I don't think we would average five hundred for any great length of time.

Q. And on the Eastbound, you were— A. East or Westbound?

Q. I was showing you the Westbound? A. Including Rotterdam, Halifax and New York?

Q. Yes? A. I think we averaged more than five hundred Westbound, I don't know; I don't know what the figures were.

Q. Eastbound you have rarely been able to secure five hundred have you? A. No, sir; except around Christmas sailings.

Q. Now, what are the elements again that you have

2028 taken into consideration in arriving at your estimate of the cost of carrying steerage passengers, New York to Rotterdam and Rotterdam to New York? A. All of the items, all of the expenses that the ship is put to in carrying those passengers; in other words suppose that ship carried nothing but cargo, there would be no expense at all for passengers; all the additional expense she is put to in carrying passengers, such as stewards, feeding these passengers and stewards, the upkeep and care of the passenger department, but that does not cover the running expenses of the ship, such as the steamship expenses.

2029

Q. The coal? A. Does not cover the coal, does not cover the crew, except the stewards, does not cover any of the officers, does not cover the insurance; does not cover any port expense, does not cover the depreciation. According to our disbursement account it might show $20 a passenger profit and yet the ship might make a large loss.

Q. *Per capita* profit? A. The way we have our disbursement account made up.

Q. Now will you state what the amount of the various elements of that cost are? For instance, the feeding of the passengers, what is the cost of that? A. I should say that if you can feed a passenger for twenty-two cents a day, you are liberal, I don't believe it costs anyone over that.

2030

Q. How about the steward's expenses? A. Stewards?

Q. Yes? A. It is all bulked together there.

Q. Have you figures from which you can separate? A. Not on this side, well, yes I have too.

Q. Have you also the figures as to the ship expense? A. To the ship expense?

Q. What you call ship expenses for your boats? A. I have in a great many of the items.

Q. Well, the coal? A. Well, I know about how much coal a steamer requires.

2031

Q. And the wages of captain and crew other than the stewards? A. I have some data on that.

Q. And what other items do you charge to ship expenses? A. Ship expenses?

Q. Yes? A. Charge the crew outside of the steward's department, charge the feeding of the crew and insurance.

Q. Have you figures on insurance and feeding the crew? A. I have some figures, but not very good data.

Q. Are you able to state for instance what the gross ship expenses say of the Volturno is for a voyage?

2032

A. It depends altogether on how much cargo she has and how many passengers.

Q. The charges which you call ship expenses, you don't mean the passenger expense or the freight expense, but those particular items which you attribute to the running of the steamers, irrespective of whether she carried any freight or any passengers? A. I couldn't say offhand.

Q. Have you the figures which would enable you to state with some degree of accuracy? A. I don't think so; the figures that I have don't show any depreciation.

2033 Q. Well, apart from depreciation? A. Some of them don't show insurance, which is a very large item.

Q. Well, you have some which do show insurance, have you not? A. I have on one steamer; I don't know whether I have on the others or not.

Q. What steamer is that? A. I think the Volturno, I am not certain.

Q. Well, are there any other items which you haven't got, or are there any other items which you have not got on the Volturno, other than depreciation? A. I don't know.

Q. Do you know of any others? A. I know about what all the expenses are of running the ship, but I

2034 have none of those vouchers, you know.

Q. Well, you keep a record of the vouchers you said abroad, did you not? A. Yes; but then we don't get the vouchers from the other side here.

Q. Well, on the eastbound trip you purchase the coal? A. We purchase most of it.

Q. How much coal does she burn on an eastbound trip? A. What ship?

Q. The Volturno? A. Depends altogether on the quality of the coal.

Q. Well, the coal which you ordinarily burn on the Volturno? A. She will burn on the average about six hundred tons I should say, or less.

Q. For the trip? A. Six hundred tons would be enough.

Q. What do you pay a ton for the coal?

Mr. Burlingham: When? I have seen it go up? A. What I pay a ton for my coal?

Q. Yes, ordinarily? A. I have got a contract it is very confidential; I don't think any steamship line ought to be called upon—

Q. Well, you need not reveal the person with whom the contract was made? A. Every steamship man knows who I buy my coal from.

Q. I won't ask for the particular price which you pay? A. Ordinarily coal costs from $2.85 to $3.25. The average passenger line will pay, I should say, about $3.15. 2036

Q. Is coal the chief item of the steamer's expense? A. One of the principal items.

Q. What are the other items? A. Insurance is a large item.

Q. What do you pay on insurance on that steamer? A. I don't know what the rates are.

By Mr. Bullowa:

Q. Do you know what she is insured for? A. I do not.

2037

By Mr. Dorr:

Q. You have the figures, have part of the figures, Mr. Thomas? A. What our ships are insured for?

Q. Yes? A. I may have had some of them.

Q. Will you state, not what the Volturno is insured for, but what is your experience in the running of a steamship and perfecting insurance on them, a ship of the size of the Volturno, say? A. In other words, you want me to say what the Volturno is worth?

Q. No; but what do you pay as insurance for a voyage? A. I really don't know; I couldn't say to

save my life. Insurance is an item that I have absolutely nothing to do with on this side.

Q. Well, it is not an item that is as important as coal, is it? A. No, sir.

Q. You cannot approximate the amount of insurance? A. No.

By Mr. Burlingham:

Q. On the Volturno for a voyage or a year?

Mr. Dorr: For a voyage.

Mr. Spooner: Guess at it?

2039 The Witness: No, sir; I don't guess.

By Mr. Dorr:

Q. You stated a few minutes ago that you thought that you had insurance figures for the Volturno, did you not, Mr. Thomas? A. I had some, but insurance figures are one item that I have always tried to get a great deal more of than I have for I always thought it necessary for me to have some of them and some figures I have gotten and some they have refused to give me.

Q. Well, taking the figures which you have gotten as a basis? A. No, sir; I couldn't say.

2040 Q. What do you take to be the cost per voyage of insurance on the Volturno? A. I couldn't say; I don't even know what the Volturno is insured at.

Q. What other items are there of steamer expenses, Mr. Thomas, besides the coal and the insurance? A. There might be hire.

Q. What? A. If you don't own them, it might be hire.

Q. I am talking now about this Volturno. You own that, do you not? A. No, sir; we do not own it.

Q. You don't own the Volturno? A. No, sir.

Q. Do you own the Uranium? A. Yes.

Q. Let us take the hire of the Volturno. Do you know what the hire of the Volturno is per voyage? A. I am not sure.

Q. Well, give us your best information?

Mr. Burlingham: It is a written charter party, isn't it?

The Witness: I have never seen the charter party.

By Mr. Dorr:

Q. You have information on it, however? A. I would have to refresh my mind on that point.

Q. You prefer not to give it, as a matter of fact, do you not, Mr. Thomas? A. What? 2042

Q. You prefer not to give it? A. Well, it is a peculiar form of charter any way; it would not do you any good to know it.

Q. Well, I should think you might be perfectly willing to tell us? A. Is that all?

Q. I should like to have you tell, unless if you feel it would prejudice your business interests— A. I don't know what sort of a charter there is. I know that the Uranium Steamship Company does not own the Volturno, and whether or not they pay anybody hire for it or what the arrangement is, I don't know what it is. I know they offset a sum of money.

Q. Do you mean they set apart a certain sum for her? 2043 A. I don't know whether they set it apart or pay it or what they do.

Q. What is the amount of the sum of money you speak of? A. Sometimes I see it and sometimes I don't.

Q. What is the amount of it?

By Mr. Spooner:

Q. Have you a copy of the charter party? A. No, sir.

By Mr. Bullowa:

Q. Where is it; in London? A. I don't know.

2044

By Mr. Dorr:

Q. Mr. Thomas, what is your best information as to the hire of the Volturno?

Mr. Burlingham: Objected to.

A. Well, I say I cannot answer that.

Q. All right? A. I might answer it and I might be too far away on it.

Q. What? A. I might be too far off on it.

Q. Now, aside from the coal and the insurance what other items are there that you charge to ship expense?

2045 A. We charge the upkeep of the ship.

Q. And what does that amount to per voyage? A. I could not say, sir.

Q. You have no figures on that here? A. No, sir; I have not them with me. I have some figures in my office.

Q. Well, what other items are there? How about the wages of captain and officers and the crew? A. I have said the officers and the crew are one.

Q. What are those on a steamer such as the Volturno? What are the charges to expense account of the steamer for crew and officers for a voyage? A. I don't know, sir.

2046 Q. Do you know what they are for a year? A. For a year?

Q. Yes? A. No, sir.

Q. Well, do you know what the various officers receive as wages? A. I know something about it.

Q. Can you refresh your recollection from your records? A. I might.

Q. Suppose you do that then, Mr. Thomas, on that point, and also refresh your recollection so far as you can as to the insurance from your records? A. I don't believe I have sufficient data to do it on the insurance; I am pretty certain I have not.

2047

Q. And as to any other items of ship expense, steamer expense, which will enable you to state what the amount of the charges of the steamer expense for a single voyage amounts to? A. I can come pretty close to a lump sum.

Q. Can you give us the lump sum? A. Yes.

Q. Suppose you give us the lump sum? A. I mean by referring to my records. For instance, I know that if we book over a certain amount she usually shows a profit on her gross receipts of so much, and under certain circumstances she would not if she made a long run and had a big repair bill that goes in, which she does not generally have, and she might have.

2048

Q. Now, then, as to your freight expense, are there any particular charges charged to freight? A. We only charge the stevedore and insurance. There are very few items we put on against the freight; brokerage, of course.

Q. So practically what you receive on the freight is available as against ship expense for profit? A. Also for passengers the same way.

Q. Your passenger expense is much greater than your freight expense, is it not? A. Oh, yes.

Q. As you say there are very few items charged to freight expense? A. We have the stevedore bill, which is a very heavy expense. Of course, if we have three or four hundred passengers, your freight expenses are very much heavier than if you have not as many passengers.

2049

Q. Whereas if you had a larger number of passengers it may not be that way? A. Yes.

Q. Have your ships made their sailings with regularity? A. I think with a great deal of regularity with one or two exceptions, or a few exceptions. I don't think in the two years we hardly missed one.

Q. Have you lost any lives or property in this line? A. What do you mean, killed?

2050

Q. Yes, have you lost any ships? A. No, sir.

Q. Have you met with any accidents which resulted in the loss of property or lives at present? A. No, sir; not that I know of.

Q. Have you conformed to the regulations of the United States Passenger Acts? A. I think we have done a little more than conform to them, because they were doubly strict with us.

Mr. Spooner: I did not hear that.

The Witness: I say we have done a little more than conform to them because they were a great deal stricter with us than they were with the regular lines. Where

2051 a new ship or a new line comes in they watch them very carefully to see that they do carry out all the laws.

Q. Your boats conformed to the requirements of those laws? A. Yes.

Q. You were asked some questions about the complaints of passengers coming to you. Do you recall receiving complaints as to your service other than the fact that your tickets were said to be no good at the control stations? A. Yes; we have had the usual complaints that come to every passenger line about different little things.

Q. Did you notice that they are of any different

2052 character than those which came when you were with the Hamburg-American Line and other steamship lines? A. I had nothing to do with the passenger business in the Hamburg-American Line, but I know those complaints do come to almost all lines.

Q. I will ask you, Mr. Thomas, to refresh your recollection as to the various items of expense, passenger and ship that I have asked you questions about, and after you have refreshed your recollection from that data I will examine you further upon it.

2053

By Mr. Burlingham:

Q. Mr. Thomas, did you carry more passengers westbound than eastbound in 1910? A. I don't remember.

Q. What? A. I don't remember.

Q. Well, according to this report for the calendar year 1910 you carried eastbound one thousand sixteen third class passengers and brought westbound including Halifax, nineteen thousand six hundred forty-two; does that refresh your recollection at all? A. No, sir; it does not refresh my recollection. There are a great many more come here than there are go out.

2054

Q. The emigration from America of third class passengers depends a good deal on the times here, doesn't it, and the scarcity or plentifulness of work? A. Yes, sir.

Q. These steerage passengers go back to Europe when there is nothing to do here; is that it? A. Yes

Q. And when times are prosperous here they stay here? A. It is generally conceded that it is a sure sign of hard times coming when they commence to go out of the country in great numbers.

Q. You had greater success you said in carrying on the whole westbound passengers than eastbound passengers? A. It is only natural we brought more here than we carried out of the country. Every line has that experience.

2055

Q. Do you claim that you were interfered with by the competition of the Conference lines in westbound steerage traffic? A. I know we were.

Q. It was not by any fighting ships, was it? A. I think they put on fighting ships on the other side too.

Q. What do you base that statement on? A. I have been told so.

Q. By whom? A. I don't know by whom but I have seen it.

2056

Q. By some of these unknown officers of your company? A. I don't know how I know it, but I just do.

Q. You just feel it, do you? A. No; I don't just feel it.

Q. Now, Mr. Thomas, it seems to me a very extraordinary thing you should have been in the employ in a very important relation to these companies for more than six years and not know the names of any of the officers of any of the companies you have been serving.

Mr. Dorr: I object to the form of that question because it is contrary to what the witness has said.

2057

Q. Don't you know the president of any of the companies or the chairman of the Board of Directors? A. There does not happen to be one.

Q. Is there a chairman of the Board of Directors? A. There does not happen to be a Board of Directors.

Q. Which company are you referring to now? A. The present company.

Q. The present Uranium Steamship Company? A. Yes.

Q. That is a British corporation? A. Yes.

Q. How is it governed? A. How is it governed?

2058 Q. How is it regulated; who controls it, if it has no officers? A. According to the English law, if you know anything about the English law, you don't have to have a president or you don't have to have a Board of Directors.

Q. They have a managing director, don't they? A. I don't think they do.

Q. What have they got? A. So far as I know they are simply carrying on trade.

Q. The name of the manager is Hardy? A. Mr. Hardy.

Q. And the name of the secretary-treasurer is what? A. I think his name is Marginson. I don't know how to spell it.

Q. Do you know anything about the stockholders of the company, or the people who hold the shares, if you want a British style of terminology? A. I don't think any shares are issued. I think practically none.

Q. Do you know whether there are any human beings that control it? A. I imagine there might be.

Q. Who are those that you imagine as controlling it? A. I don't know.

Q. Has the Canadian Northern got anything to do with it? A. I don't know. 2060

Q. Have you any shrewd suspicion on that fact? A. There might be suspicions, but I don't know what they are.

Q. The firm of McKenzie & Mann, is that a Montreal firm? A. I think they are a Toronto firm.

Q. And McKenzie you know, do you? A. No, sir.

Q. You have met him? A. I don't think I have ever met him.

Q. The other man, have you met him, Mr. Mann? A. I never have even seen him.

Q. Did you have any correspondence with him? A. Never.

Q. Or with the Canadian Northern? A. Never. 2061

Q. Or with their manager or agents? A. I have had correspondence with some people connected with it.

Q. Now, with all these different elements which go to make up the cost of ocean transportation, unknown to you practically so far as we can learn from the examination of Mr. Dorr, how is it possible for you to say what the cost per capita of transporting passengers is?

Mr. Dorr: I object to the form of that; the witness has testified as to the particular items of steerage expense.

2062 A. How do I know anything? I don't know how I know it.

Q. Are these some of the items that must be considered in determining cost, wages, and provisions; that one item; doesn't that have to be considered in determining the cost? A. Certainly.

Q. Port charges? A. Yes.

Q. Dues to the Government? A. Port charges and dues don't come under the way we define the cost of carrying passengers.

Q. I am not so interested in the way you do it because you have told me that you do it by maki[illegible] three
2063 divisions? A. Three or four.

Q. Three or four, but you gave me three, the ship, the freight, the passengers, but I am trying to find out what it costs *per capita* for you to carry your passengers? A. That is impossible; no man could define that.

Q. Nobody? A. No.

Q. It is just then a matter of bookkeeping? A. For instance, suppose you have two hundred passengers on a ship, the ship is bound to lose money.

Q. It depends on whether she had a great deal of freight at a high rate? A. I said only two hundred passengers. If you have in addition to that freight
2064 it would make a difference.

Q. If she were full of freight and high class freight she could make money without any passengers, I suppose? A. It depends altogether on the type of the ship.

Q. And the most desirable thing is to have a full cabin list, a full steerage, a full second cabin and a lot of freight; isn't that what you want? A. That is what you want.

Q. Now, besides wages and provisions and the port charges you have pilotage, don't you? A. Yes.

Q. You have repairs, ordinary repairs? A. Yes.

2065

Q. You have the supplies, the ropes and hawsers, canvas and that sort of thing? A. Yes.

Q. You have insurance; is that so? A. Yes.

Q. And if your vessels are under charter, you have the hire whatever it is? A. Yes.

Q. And if she is mortgaged you have the interest on the mortgage? A. Yes, sir.

Q. Is there a mortgage on the Uranium? A. I don't know, sir.

Q. Is there a mortgage on the Campanello? A. I don't know, sir.

2066

Q. Those two boats are owned by the Uranium Steamship Company to the best of your information, are they? A. I am not certain about the Campanello.

Q. She may be owned by some outside individual or corporation? A. I think she is.

Q. Which of those boats is in port now, the Uranium? A. The Campanello.

Q. Cannot you tell from looking at her papers who the owner is? A. Yes, sir. I know how she stands.

Q. You mean you can tell how she stands at least? A. I don't think the name she stands in, she is owned by.

Q. Why do you doubt that? A. Because the man whose name she is standing in has not money enough to own her.

2067

Q. Who is that? A. H. W. Hardy, the manager.

Q. So you have refreshed your own recollection and you say Mr. Hardy was the nominal owner? A. So far as the papers show.

Q. Can you help us to ascertain who was the real owner? A. I don't know.

Q. Have you a suspicion about it? A. I don't suspect anybody.

Q. Would you, Mr. Thomas, venture to say what it would cost the Hamburg-American Line for instance, to carry three or four hundred passengers on the President Lincoln? A. No, sir; I would not.

2068 Q. I observe in this report for passenger movement for 1910 that the Volturno sailed from here on the 21st of May, 1910, with two hundred thirty-five passengers and that the Prince Friederich Wilhelm of the North German Lloyd sailed on the same day with two hundred forty-four steerage passengers. Are you able to state what it cost the North German Lloyd to carry those passengers? A. No, sir.

Mr. Burlingham: That is all.

By Mr. Bullowa:

2069 Q. Mr. Burlingham asked you about the Campanello. I understand that the Volturno is chartered to the Uranium Steamship Company? A. I think so, but I don't know.

Q. Do you know by whom? A. I don't know.

Q. Is she also in Mr. Hardy's name? A. No, sir.

Q. Whose name does she stand in? A. The Canadian Northern Steamship.

Q. Do you know who is the president of the Canadian Northern Steamship? A. I don't know.

Q. The Canadian Northern Steamship Company? A. I don't know whether it is the Canadian Northern Steamship Company or Canadian Northern Steamships.

2070 Q. Does that go under the name of Canadian Northern? A. I don't know; I don't think so.

Q. Does it belong to McKenzie & Mann? A. I don't know.

Q. Where was it that you met Mr. McKenzie and Mr. Mann; in London? A. I never met him. I saw him in a restaurant, I just saw him across the room as he was pointed out.

Mr. Burlingham: That is all.

In response to the first subpoena dated June 10 the White Star Line produced everything called for in that subpoena except the minutes

of meetings by representatives of the various Conference lines held March 25, 1908, appointing a committee of three. 2071

In response to the subpoena to the Holland-Amerika Line dated June 25 as stated this morning I produced European railroad tariff and circular to agents, but only the supplemental statements. I will produce later the original statements.

What do you lack of the documents called for in the subpoena to Lawson Sandford dated June 10?

Mr. Dorr: We have the first nine items of that subpoena. As to the eleventh we have the meetings of the American Atlantic Conference for 1908 and June, 1909, but none for the rest of that year and none for 1910. We lack the meetings of the standing complaint committee of the Continental Conference held in New York in 1907, 1908, and 1909, and also minutes of meetings of general managers held in 1908 and 1909. 2072

Mr. Burlingham: I produce minutes of the standing complaint committee of the Continental Conference from January 21, 1908, to May 12, 1908, and state on the authority of Mr. Morse, the secretary of the conference, that these are all that he has in the office, and that there were no further meetings of the standing complaint committee of the Continental Conference nor of the Continental Conference itself, but that the meetings thereafter were of the American Atlantic Conference. Mr. Crim, state what you want. 2073

Mr. Crim: Produce the data similar to that produced last week with respect to the Central and Western Passenger Associations of the Trunk Line Association during the period of time from January 1, 1908, to and including

2074 May 1, 1912, both eastbound and westbound traffic.

Mr. Burlingham: Anything further?

Mr. Crim: That is all.

Mr. Dorr: We ask for the rate lists for passenger service compiled by Mr. Sandford from 1893 to 1912. The letters and telegrams referring to the estimates of lines in competition to Conference lines, proceedings of conferences in Europe between 1903 and 1911.

Adjourned until Monday, July 1, 1912, at 11:30 o'clock A. M.

2075 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLCHAFT and others, Defendants.	Before: Charles E. Pickett, Esq., Examiner.

2076 New York, July 1st, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq.; Goldthwaite H. Dorr, Esq.; Henry A. Guiler, Esq.; John S. Bradley, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for The Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

2077

Messrs. Spooner & Cotton, by L. C. Spooner, Esq., for The Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for The Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for the Russian East Asiatic Company, *et al.*

EMIL LEDERER, called as a witness by and examined by Mr. Dorr:

2078

Q. What is your business? A. I am connected with the Hamburg-American Line.

Q. In what capacity? A. In charge of the steerage business.

Q. What is your official title? A. I have none at the present time.

Q. Were you formerly assistant to the general manager? A. Yes, sir.

Q. Has that office been done away with in the last two years? A. Why, the official position ceased owing to the death of our resident director and general manager and I ceased to be the assistant to the general manager.

2079

Q. Prior to that time you were second to Mr. Boas in the affairs of the line in this country? A. As far as the steerage department or agency organization was concerned.

Q. What are the duties of the assistant to the general manager? A. Various.

Q. Did they relate to other matters besides the steerage business? A. Yes.

Q. You had charge of the steerage business since about 1895? A. Yes, sir.

Q. How long have you in your capacity as assistant to the general manager, attended meetings of the conferences which have been mentioned here of Continen-

2080 tal, Mediterranean, and North Atlantic? A. Since 1895.

Q. During the period from 1904 until 1908, what was the steerage traffic in which your line was engaged at this port, between what points? A. Between Germany.

Mr. Spooner: You mean what ports in the United States?

Mr. Dorr: What points on the Continent and what ports in the United States?

Mr. Spooner: You mean—

2081 Mr. Dorr: Hamburg-American.

Mr. Spooner: You are dealing with steerage between the United States and German ports.

Mr. Dorr: To and from, both ways.

A. Between Hamburg and New York, between the Mediterranean ports and New York.

Q. What Mediterranean ports? A. Naples and Genoa.

Q. Any ports in the Adriatic? A. No, sir.

Q. Do you still keep up the Mediterranean business? A. Yes, sir.

Q. At all times since that time? A. Yes, sir.

2082 Q. In 1904 to 1908 or to 1909, what steerage traffic did your company handle; that is to what Continental points, to and from what Continental points? A. We did not handle continental business via the Mediterranean service at any time.

Q. During any of that time? A. No.

Q. Neither before that time nor after did you ever handle Continental business through Mediterranean ports? A. I stated before we never handled Continental business via the Mediterranean service.

Q. You never published any tariffs to Continental points from Mediterranean ports? A. No.

Q. In 1908, do you recall the formation of the so-called small committee by the conference lines in New York? A. I was not present in the city when the so-called small committee was formed.

Q. How long after its formation did you return to the city? A. About three months.

Q. Had you been appointed during that time? A. Yes.

Q. While you were abroad hadn't you attended any meetings with reference to the formation of the small committee? A. No.

Q. Had you been in conference with any officers of your line? A. Yes, sir. 2084

Q. As to steerage business? A. Yes.

Q. Had you had any conversations with them as to competition which was then existing? A. Yes.

Q. With your line? A. Yes.

Q. In the steerage business? A. Yes.

Q. Have you had any conversations with them as to methods of meeting that competition? A. In a general way.

Q. When had you gone abroad on this particular visit?

Mr. Spooner: I object to that, assuming that he went abroad on this particular visit, don't know whether he did or not. 2085

Mr. Dorr: You did not get my question. This particular trip, take out "visit"?

A. In May, 1908, I believe.

Q. In May, 1908? A. I believe.

Q. Early in that month? A. I stated I went to Europe during May, 1908.

Q. You cannot recall what time in May? A. No.

Q. When did you first learn of the plan or proposed plan to reduce the rates of some ship belonging to one of the Conference Lines on the sailing dates of

2086 steamers of the independent line or lines? A. It was always the custom to meet competition.

Mr. Dorr: I move that that answer be sticken out and ask you to answer the question. Read the question, please.

(Question read.)

A. As far as I remember we have always met competition.

Mr. Dorr: Read the question to the witness again, if you will.

2087 (Question read.)

A. I stated that that was always the custom.

Q. I have asked Mr. Lederer when you first learned of this plan?

Mr. Spooner: I think his answer is responsive to the question.

Mr. Dorr: I do not suppose Mr. Lederer has always existed or has always been in the steamship business. I am asking now as to his particular information. Now, will you answer the question?

The Witness: As long as I have been in the steam-
2088 ship business I remember that the lines that were attacked by competition would find some way of meeting it.

Q. That is the lines which were united in conference by some agreement, when an independent line came into existence and put on ships and adopted the plan of designating one of the ships of the united lines to sail at reduced rates on the sailing dates of the independent line?

Mr. Spooner: I object to the question as assuming facts not proven and as argumentative.

2089

A. Well, the Hamburg-American Line has always found ways and means to protect its own interests.

Q. Just answer my question, if you will? A. I am trying to.

Mr. Dorr: I move to strike out the answer. Just read the question.

(Question read.)

A. The lines have not put on a ship on the date of the sailing of an independent steamer as you put it.

Q. Well, I will reframe the question. Have the conference lines ever since you have been in the steamship business, designated some steamer of one of the lines to reduce its rate on the sailing date of the steamers of independent lines? A. The steamship lines have—

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Q. Can you answer that question, yes or no? A. I cannot answer it yes or no.

Q. Do the best you can? A. The steamship lines have always met the competition in the best way they could, sometimes by reducing the rates of all the steamers, sometimes by restricting that reduction to meet the opposition of one or two ships.

Will you read the question again?

(Question read.)

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Mr. Dorr: I think that is a question capable of a yes or no answer.

Mr. Spooner: The witness said he could not answer it yes or no.

Mr. Dorr: I press the question.

Q. What is there in that question that makes it impossible for you to give a yes or no answer, Mr. Lederer? A. You asked me when the Conference lines have designated a steamer to meet the rates of a steamer of an independent line.

2092

Mr. Dorr: I have not asked you that. Read the question again, please.

(Question read.)

Q. They have done that or they have not done it; have they done it ever since you have been in the business?

Mr. Spooner: You are not obliged to answer that question yes or no. He stated he could not answer the question.

Mr. Dorr: Then I take it an answer of no can be made to the question.

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Mr. Beecher: "Have you quit beating your wife" I think it is for that objection.

Mr. Dorr: I understood Mr. Lederer had already answered it, the fact that they have been doing this thing as far as he can recollect, always have done it.

Mr. Beecher: I think if you strike out that date business you may get it.

Q. Mr. Lederer, as to the appointment of the so-called small committee, did a committee representing the Conference Lines and parties to the agreement of February 5th, 1908, designate a steamer of one of the

2094

conference lines which should reduce rates for its sailing on the sailing date of the independent line? A. They have selected from among the steamers sailing on or about the same time as the independent steamer, a steamer of the Conference Lines to meet the competition of the independent line.

Q. Now, suppose you answer my question? A. I believe I answered it fully.

Q. You regard that as yes or no to my question? A. Repeat the question.

(Question read.)

Q. Did they or did they not do that? A. I have answered your question fully.

2095

Mr. Spooner: Read the answer.

Mr. Dorr: You will have to let us be the judge of that.

Q. Can you answer that, yes or no?

Mr. Spooner: I have the right to have the answer he gave read.

Mr. Dorr: Certainly.

(Answer read.)

Mr. Spooner: Isn't that an answer to your question?

Mr. Dorr: I do not consider it such.

2096

Q. Can you answer my question, yes or no? A. I cannot, not the way you put your question.

Q. Why not? What is there in it that keeps it from being susceptible of a yes or no answer? Well, let us take it up, phrase by phrase if you prefer. Was there a small committee in 1908 selected by Conference Lines in New York, Mr. Lederer? A. I have not been able to find out that such a committee was selected or appointed. The matter of fact is that some committee was charged with taking steps that were necessary to protect the interests of the Conference Lines and report results to their general managers.

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Q. Have you no recollection then of the designation of a so-called small committee by the Conference Lines in New York, in 1908? A. I have not.

Q. Were you a member of a certain so-called small committee? A. I was a member of a great many small committees.

Q. Were you a member of a small committee, appointed by the conference lines in New York in 1908 or thereafter, of which Mr. Nyland was a member? A. I was a member of a small committee, which if it was appointed at all must have been appointed during 1908, while I was in Europe. I have been very

2098

anxious to find out how this committee was appointed. I have not been able to ascertain the exact date of the meeting at which it is alleged that small committee was appointed, but there is no doubt that a small committee existed nominally.

Q. And that small committee was composed of representatives of Conference Lines, was it not? A. That small committee was composed of members of the so-called complaint committee.

Q. Mr. Lederer was or was not this small committee composed of representatives of Conference Lines?

2099

Mr. Bullowa: He has answered the question.

A. I have specified.

Q. Was it or was it not? A. Members of the complaint committee of the New York Conference.

Q. It was then composed of representatives of Conference Lines? A. While I was a member of the small commitee, I don't consider myself a member of the Conference Lines.

Q. Was it or was it not composed of representatives of Conference Lines?

Mr. Spooner: I object.

2100

A. Yes.

Q. It was. Now, did the various lines, various Conference Lines appoint different representatives in rotation as members of that committee? A. Yes.

Q. Was that committee known as the small committee? A. Yes.

Q. Did that committee designate some ship of a Conference Line to reduce its rate for its sailing on the sailing date of a ship of an independent line? A. They selected—

2101

Q. They did not designate; they selected, is that the only difficulty with that question? A. You may call it designate if you prefer.

Q. I do not care; I want to know the fact; you prefer to say selected?

Mr. Spooner: They could not very well select without designating it, could they?

Mr. Dorr: That is for your employe to say.

Mr. Spooner: That is for your intelligence.

Mr. Dorr: He is choosing the words; not I, Senator.

2102

A. The small committee was selected from among the steamers owned by lines of the conference, to meet the opposition of independent lines.

Q. Well, did they designate a ship or select a ship to reduce its rate on the sailing date, on its sailing on the sailing date of an independent line; did they or did they not do it? A. Sometimes, yes.

Q. Did they do it? A. Sometimes they did.

Q. Now sometimes? A. Yes.

Q. Can you state how many times since 1908 the ships of independent lines have sailed from New York, engaged in the North Atlantic steerage traffic, on which sailing date some ship of the Conference Lines has not reduced its rate? A. Several times.

2103

Q. Well, state when they were? A. I could not state the exact dates.

Q. By several you mean two or three, or three or four? A. About that.

Q. Now, when was it that your knowledge, to your information, some ship of a Conference Line was selected by representatives of Conference Lines to reduce its rate for its sailing on the sailing date of an independent line? A. I could furnish you with an exact statement, showing steamers and dates of the independent line.

2104 Mr. Dorr: I move to strike it out as not responsive and ask that the witness answer the question.

Mr. Spooner: You did not want the information then in complete and accurate form.

Mr. Dorr: I will get my information in the order which I ask for it Senator if I have to stay here all day.

Q. Now, Mr. Lederer will you answer the question? A. Whenever we thought it necessary to do so to meet the competition.

2105 Mr. Dorr: Will you read the question again? (Question read.)

Q. When was that first done to your knowledge?

Mr. Dorr: I move to strike out the last answer.

A. I can look up the records, exact records, exact facts.

Q. Have you any present recollection when that was done? A. I don't recall the time when there was not some trouble among some group of steamship lines.

2106 Mr. Dorr: I move to strike that out as not responsive.

Q. I repeat Mr. Lederer, when was the first time that you know of or which you had information of that representatives of Conference Lines selected some steamer of one of the Conference Lines to reduce its rate for its sailing on the sailing date of an independent line? That calls for a date. If you cannot give it correctly give it as nearly as you can? A. sult in the recommendation to reduce rates.
Meetings of the various committees did not always re-

Mr. Dorr: I move to strike that out as not responsive and I repeat my question.

(Question read.)

A. I cannot give you the precise date, as I have not always been a member of committees that have such matters in charge.

Q. Well, this question Mr. Lederer, if you will pay attention to it, calls for your knowledge or information on the subject. I am not asking you to testify positively when this was first done as a matter of history, but when it was first done to your information and knowledge. Let us have the first date of 2108
which you have any knowledge or information? A. I should think you would prefer to get the exact information.

Q. I will get what you have to say first?

Mr. Spooner: You will have to submit to a certain amount—

Mr. Dorr: You will have to submit Mr. Lederer to a certain amount of insistence that my question be answered. Of course, we have not here the protection of the Court, so the witness is able to waste a considerable amount of time.

Mr. Spooner: I think if the Court were here 2109
he would protect the witness.

Mr. Dorr: I think if the Court were here he would make the witness answer my question.

A. I would say 1908, as far as I can remember.

Q. In 1908? A. Yes, sir.

Q. You have no information prior to that as to the selection of the ships of the Conference Lines or the representatives of those Conference Lines to reduce its rate for its sailing on the sailing date of independent lines prior to that time? A. No.

2110 Q. When did you first learn that this practice had in fact been adopted? A. In 1908; September, 1908, upon my return from Europe.

Q. Had you learned prior to that time that it was proposed by the Conference Lines, or by certain of them, or by certain of the officers, to establish this practice? A. No.

Q. You had heard nothing whatever about the matter? A. No.

Q. Had you had any discussions about the matter? A. No.

2111 Q. When you were abroad in May or thereafter in 1908? A. No.

Q. You had no discussions with any of the officers of your line about the matter? A. No.

Q. You were in charge of the steerage business of your line, were you not, in 1908, under Mr. Boas? A. Under Mr. Boas.

Q. But you were the practical man in charge, were you not, assistant to the general manager? A. I received my orders from Mr. Boas.

Q. But Mr. Boas did not attend to the details of that business, did he? A. Yes, sir.

Q. So that all you did was simply to carry out his specific instructions? A. Exactly.

2112 Q. Had no discretion of your own? A. Exactly.

Q. Your judgment was not asked about matters in the steerage business? A. It was at times.

Q. You had the experience of twelve years in that business, did you not, at that time? A. Longer than that.

Q. Well, thirteen years at that time, to be exact? A. With the Hamburg-American Line.

Q. With the Hamburg-American Line, yes; were you not? A. Yes.

Q. And you were over there in May on business of your line? A. Yes.

2113

Q. And the part of the business of your line with which you were concerned was the steerage business, was it not? A. Yes.

Q. And you have learned, have you not, that it was in May, 1908, that the first so-called small committee was elected or appointed, or however they came into being, which committee in fact dealt with the selection or designation of the so-called fighting ships; you have learned that, haven't you? A. I understand that the order to meet the competition of the outside lines was given by the companies in Europe to their officers in America.

2114

Mr. Dorr: Move to strike it out as not responsive.

(Question read.)

A. I don't know when this committee was appointed nor by whom it was appointed.

Q. You have already stated that you did not know how it came into being; have you not ascertained the facts by conversations with others, and in other ways, that the committee did come into being in the latter part of May or June, 1908? A. I so understand from some of the testimony given by some of the witnesses.

Q. You never had any information about that prior to that testimony? A. I didn't know the time or place at which this committee was supposed to have been appointed.

2115

Q. While you were abroad in May on business of your line, do you mean to say, Mr. Lederer, that you were not consulted as to the institution of this practice? A. This subject was never mentioned by anyone on the other side.

Q. What officers of your line did you see over on the other side? A. I met several of the officers.

Q. Who were they? A. The director general and some of the other directors.

2116 Q. Did you confer about steerage business? A. I did.

Q. But did you confer about the existence of any independent line? A. No.

Q. Or mention any independent line? A. No.

Q. It never was discussed at all? A. The subject was not mentioned.

Q. While you were over there and prior to your return, did you have any conversation with Mr. Peters? A. I met Mr. Peters.

Q. Did you have any conversation with Mr. Peters? A. Not in business matters.

2117 Q. Nothing connected with the Conference Lines? A. No, sir.

Q. Who was the Mr. Peters you referred to? A. He was secretary of the pool in Europe.

Q. Now, Mr. Lederer, when you returned, or after your return you became a member of the so-called small committee? A. Some time after my return from Europe I was told that the lines—

Q. Can't you answer that question, yes or no? Sometime after your return did you or did you not become a member of the so-called small committee, which you refer to in your testimony? A. Nominally, yes.

2118 Q. You became nominally a member of that small committee, is that what you mean? A. Yes; this small committee is a myth.

Q. There wasn't any small committee? A. Not that I know of.

Q. Purely mythological? A. The committee has never held any meetings as long as I can remember. There is no doubt the fact that the passenger agents of some of the lines selected a steamer, selected an opposition steamer from among the ships sailing on or about the same time and belonging to the Conference Lines to meet the opposition of the independent lines.

Mr. Dorr: I move that it be stricken out.

Mr. Beers: That is responsive, Mr. Dorr.

Mr. Dorr: The latter part of it was not.

Mr. Beers: It was exactly in line with your question. I may be mistaken.

Mr. Dorr: I will withdraw my motion, I was not paying strict attention to the answer.

Q. In Exhibit No. 106, which is already in evidence, a letter from the Holland-American Line to the defendant Adrian Gips, states under date of April 16, 1909, "the small committee, consisting of Mr. Emil Lederer, for the month of April; Mr. Nyland, for the 2120
month of April, and Mr. Winters for the months of April, May and June, then took the matter of considering a fighting steamer against the S. S. Uranium scheduled to leave to New York on the 24th in hand." There wasn't any such small committee? A. I am not responsible for what Mr. Gips writes to his company.

Q. Have you any correspondence of your own company with the home office about that time? A. On what subject?

Q. Have you any correspondence whatever from this country, your own company to its home office? A. Correspondence from the company? 2121

Q. Correspondence from your New York office to your home office? A. I believe we have.

Q. And that is in New York? A. Yes, sir.

Q. And your line was served with a subpoena to produce any letters relating to the so-called fighting or defendant ships? A. I have not seen a subpoena calling for that.

Q. Have you had Senator Spooner ask you to institute a search for such letter? A. The subpoena did not call for any correspondence.

Mr. Spooner: There was no such subpoena.

Mr. Dorr: I knew that, but I understood you to say you would have a search made.

Mr. Spooner: They are not in default at all.

Mr. Dorr: I am not intimating that; I will put it on record if you desire. I asked if he made a search according to your direction.

Mr. Spooner: No, I did not direct him to.

Q. You have not received any directions from Senator Spooner in the matter? A. No.

2123 Q. Do your officers make a report to the home office, when one of the steamers have been selected to reduce its rate on the same sailing date as a steamer of an independent line? A. Our company invariably advises the home office by cable of the number of passengers carried by a ship as soon as she leaves port.

Q. That is very interesting, Mr. Lederer, if you try to listen to the question— A. I have answered your question fully.

(Question read.)

A. We make a report of everything.

Q. If I don't make my question clear, let me ask another question: Did the New York office of your

2124 line report to the home office the selection of one of its ships to reduce its rate for a sailing on the sailing date of an independent line, when such selection had been made? A. Yes.

Q. You wrote a letter to your home office—to that effect, didn't you? A. Yes.

Q. Did your line—the New York office of your line —report to the home office, the fact, if it was a fact, that this selection had been made by the so-called small committee? A. We simply reported the departure of a steamer, giving the number of the passengers carried and the rate at which the passengers were carried.

2125

Q. Did you make any report to your office that the so-called small committee had made the selection in question? A. I never wrote on that subject.

Q. Did you ever see any letter on that subject? A. No.

Q. What? A. No.

Q. Do you recall whether or not you communicated the fact of the selection of one of your steamers by the so-called small committee to any officer connected with you? A. I did not write on that subject to anyone.

Q. Did you inform Mr. Boas as to that fact? A. I informed Mr. Boas as to the condition of the business 2126
from week to week.

Q. Did you inform Mr. Boas of the fact—when it occurred—that the small committee had selected one of the steamers of your line to reduce its rate for sailing on the same sailing date as the ship of an independent line? A. I always submitted the question for his approval as far as it concerned our ships.

Q. That is, after the small committee had made the selection you would discuss that selection with Mr. Boas? A. I can hardly speak about the small committee other than I did before; there was not a small committee.

Q. Was there a group of three men who at meet- 2127
ings that they held or over the 'phone, or by correspondence, discussed among themselves— A. The usual—

Q. —the selection of some ship of a conference line to reduce its rate for sailing on the date of an independent line? A. The usual procedure was—

Q. Can't you answer that question, whether there was such a group, that did do those things; can't you answer that question, Mr. Lederer? A. I am trying to give you the facts.

2128

Q. Try to answer the question, Mr. Lederer, and we will get the facts, I think, quicker in that way than any other? A. You will get the facts quicker if you let me answer in my own way.

Mr. Beers: Let him answer and if you don't like the answer move to strike it out.

Q. (Question read.) Was there such a group of men to your knowledge or information who in fact did these things; isn't that fairly clear; do you understand that Mr. Lederer? A. I understand your question fully but I cannot answer it in that form.

2129 Q. Was there such a group of men? A. No.

Q. You know Mr. Nyland, and you know Mr. Winter? A. Yes.

Q. In April, 1909, or if you cannot recall the precise date, but about that time, did you and Mr. Nyland and Mr. Winter, discuss the selection of some steamer of the Conference Lines to reduce its rate for its sailing on the sailing date of an independent line? A. I discussed it with either one or the other of the two gentlemen, or with both, and with others.

Q. These discussions which you had at the period when you would do that discussing, would amount to about how long? About a month, two months, three

2130 months? A. Oh, once in a while they called me up over the telephone and got my opinion as to which would be the best ship to select from among those scheduled on or about the time the opposition, or the outside lines, made the lower rates, to meet that opposition.

Q. Then at certain times, at any rate, there were two or three men who used to discuss this question of reducing the rates of some steamer of the Conference Lines, was there not? A. To discuss matters in a general way.

Q. As to who those men were—who the particular men were who discussed that at that time, name them?

2131

A. It was discussed amongst all the representatives of the lines.

Q. This group of men or this small number of men, if you prefer that, was that or was it not known among the members themselves as the small committee? A. I understood that some of the members of the so-called complaint committee should consider the situation from time to time and select from among the steamers of the Conference Lines, sailing on or about the date of the opposition steamer, the best ship or boat to meet competition.

2132

Mr. Dorr: I move to strike it out as not responsive.

Q. Now, if you will read the question (question read); now will you answer the question Mr. Lederer? A. Yes.

Q. It was known as the small committee? A. Yes. I answer it that way to get through quicker, although I understood that the small committee was a myth and was *non est.*

Q. But this myth had the name of the small committee, that was the name given to the committee? A. I had not heard the name of that small committee until I read the testimony.

2133

Q. Why do you answer now under oath that that group of men was known amongst its members as the small committee? A. I understood so from the testimony of some of my colleagues.

Q. When a ship has been designated to reduce its rate, do you recall what steps if any were taken, for the compensation of the line whose ship was appointed? A. I do not.

Q. Perhaps I had better put that question—or split it up into two parts. In the first place, do you recall whether or not there were any steps taken for the compensation or remuneration for such steamship

2134

line, and whether it was discussed by you with any person? A. I do not.

Q. You never had any conference with any one about that subject? A. No.

Q. Did you ever see any correspondence in relation to it? A. No.

Q. Can you state positively whether or not there is an agreement by which the different lines mentioned in the conference shared the losses or the profits through running reduced rate ships? A. I know there is such an agreement.

2135

Q. What is your information and when did you obtain the information as to the existence of such an agreement? A. When the subpoena was served upon our company to produce such an agreement.

Q. Did you produce that agreement? A. Our company did produce that agreement.

Q. What agreement do you refer to? A. To the agreement that was called for in the subpoena.

Mr. Dorr: Have you it, Mr. Spooner?

Mr. Spooner: You have it; you have had it a long time.

Mr. Dorr: I don't recall that particular paper.

2136

Mr. Beers: About compensation for the loss—

Mr. Dorr: For sharing the loss or profits of the fighting ships.

Q. You turned that over to Senator Spooner? A. I turned it over to the late Mr. Boas who handed me a package requesting me to pick out the paper which the subpoena called for.

Q. And then the subpoena to which you refer was the subpoena to produce certain documents before the Grand Jury, and not a subpoena in this proceeding?

Mr. Spooner: Before the Grand Jury?

2137

Q. What was the answer Mr. Lederer? A. Investigation by the Grand Jury.

Mr. Spooner: I want to say none of those papers did I receive. I say that because you ask about the papers.

Mr. Dorr: Yes, I ask that to clear it up so that it would not appear in your hands.

Mr. Spooner: It has never been in your hands, or any of the papers that were subpoenaed before the Grand Jury.

Mr. Dorr: The Government states on the record that it is not intended by its questions to 2138
imply that Senator Spooner has now the papers which were turned over by Mr. Lederer to Mr. Boas for production before the Grand Jury.

Mr. Spooner: I have not now and never had them.

Mr. Dorr: Or that Senator Spooner has ever had them.

Mr. Spooner: I didn't know that they were in existence.

Q. What were the terms of that agreement, Mr. Lederer? A. I didn't read them over.

Q. Did you ever read them over? A. I did not. 2139

Q. How did you know it was the paper called for in the subpoena? A. By looking at the title.

Q. What was the title? A. The title that was called for in the subpoena.

Q. What was it? A. I don't remember.

Q. Can you explain why no such agreement has ever been produced, or not produced? A. All the agreements that were in the possession of our company have been produced.

Q. Did you produce them? A. I did not.

Q. Were you present at the Grand Jury room when Mr. Boas was present? A. No, I was not.

2140

Q. Do you know what he produced? A. He produced the agreements that were called for in the subpoena?

Q. You were there and know what he produced? A. I was not present at the Grand Jury room.

Q. You appeared before the Grand Jury, did you not? A. Yes.

Q. Do you recall whether or not you were asked this question—and made this answer—

Mr. Spooner: I object to the question on the ground that it is an incompetent and im-

2141 proper disclosure—

Mr. Dorr: I withdraw the question.

Q. I show you a certain paper, Mr. Lederer, and ask you to read it?

Mr. Burlingham: What are you showing the witness?

Mr. Dorr: A paper.

Mr. Burlingham: Are you going to show it to us?

Mr. Beers: How can we cross-examine him now if we don't see it?

Mr. Dorr: I am showing the witness a paper and ask him to read it and see if it refreshes

2142 his recollection.

Mr. Bullowa: I ask to have the paper marked for identification.

Q. Now, Mr. Lederer, I ask you this question: Can you state positively whether there is or is not an agreement by which the different lines mentioned in the conference shared the losses or profits through running reduced rate steamers?

Mr. Burlingham: Will you kindly inform the stenographer what you have shown the witness so that we may have the benefit of that?

2143

Mr. Dorr: I have shown the witness a paper.

Mr. Bullowa: Will you have it marked for identification?

Mr. Dorr: I haven't the slightest objection.

Paper with the figures 39 in the upper corner marked Exhibit No. 207 for identification.

Mr. Burlingham: It seems to me if Mr. Lederer answered the question he should be asked if his recollection was refreshed from the paper.

(Question read.)

2144

Mr. Bullowa: It seems to me before you put that question you should ask the witness if he read it.

The Witness: No, I didn't have a chance to read that.

Q. Oh, you didn't; I will lay it before your eyes (handing witness paper); have you read it? A. Yes, sir.

(Question read.) A. There is not.

Recess taken until 2:00 P. M.

2145

Afternoon session.

EMIL LEDERER, recalled:

Direct-examination continued by Mr. Dorr:

Q. Mr. Lederer, do you recall whether there was any discussion between you and the other members of the so-called small committee, as to arranging for a remuneration to be given by the other Conference Lines to that line whose steamer was selected to put in effect the reduced rate? A. I do not.

2146 Q. Didn't that question ever come up at all in that small committee? A. No.

Q. Did it ever come up with Mr. Boas? Did you ever take it up with Mr. Boas? A. No.

Q. Did you ever discuss it with him at all? A. No, sir.

Q. Were you familiar with the general provision of agreement "AA" which has been offered in evidence, to the effect that the various parties to that agreement would share proportionately in the steerage traffic? A. I have heard of that agreement.

2147 Q. That is, you knew that there was that agreement between the various Conference Lines that were parties to that agreement to the effect that each one would be entitled to a certain *pro rata* share of the North Atlantic steerage traffic? A. Yes.

Mr. Spooner: Which agreement is that?

Mr. Dorr: Agreement "AA."

Mr. Spooner: That speaks for itself, doesn't it?

Mr. Dorr: Yes; I am asking him about his knowledge of it.

Q. Now, what was the practice under that agreement in determining the *pro rata* shares; what was the
2148 practice as to those passengers who were carried by the reduced rate ships; were they considered and treated as part of the *pro rata* share of the particular lines whose steamer was designated to run at the reduced rate? A. I don't know that.

Q. Had not you had any conversation with Mr. Boas or any other officer of your line in regard to that? A. No.

Q. You have no information whatever on the subject? A. No.

Q. Direct or indirect? A. No.

Q. In regard to how those *pro rata* shares were arrived at? A. No.

Q. Or how they were affected by the passengers which were carried on the reduced rate ships? A. No.

Q. Now, at times it happened, did it not, Mr. Lederer, that more passengers would be booked for a reduced rate ship than that ship could carry, that happened did it not at times? A. It did happen that ships were overbooked.

Q. And it happened in regard to these reduced rate ships, did it not? A. It may happen in the case of a 2150
ship.

Q. Haven't you information definite enough on the subject to say whether or not it did in fact happen as to such ships? A. It happened frequently in the fall and winter seasons.

Q. And it happened in regard to these reduced rate ships? A. It may have happened.

Q. When you say may, what degree of certainty have you in your mind, Mr. Lederer; aren't you basing that on information which you obtained as a passenger man, steerage passenger man of your line? A. I can speak only for the steamers of the Hamburg-American Line.

Q. Hadn't it happened in the experience of your 2151
line? A. Yes.

Q. In regard to these reduced rate ships? A. All ships.

Q. Including the reduced rate ships? A. All ships.

Q. Now, whenever you overbooked on these reduced rate ships, what did you do with the passengers who had been so overbooked? A. When we overbooked on any ship—

Q. I am talking about these particular ships? A. It applies to all ships that you mention.

2152 Q. I am asking you about the reduced rate ships; now what did you do in regard to that? A. I made no distinction between reduced rate ships—

Q. Just a minute, Mr. Lederer? A. It applies to all ships.

Q. Just answer my question first, Mr. Lederer and then your counsel will bring out anything that he desires in connection with the matter. Now what did you do in regard to passengers who were overbooked for a reduced rate ship; what has been your practice? A. I don't know exactly what you mean by reduced rate ships.

2153 Q. What I called fighting ships, when a fighting ship or defending ship, if you prefer to call it such, when overbooked, what did you do with the surplus passengers whom you were unable to carry on that particular ship? A. I don't know what you mean, your expression "fighting ships;" you mean opposition steamer?

Q. I am talking now about the ships which are mentioned in that letter which I just showed you, supposed to be appointed by the small committee; you know what I mean? A. Passengers that were overbooked in every case were transferred to the first outgoing steamer.

2154 Q. That is, if you overbooked for a so-called fighting ship, you would transfer them to the first outgoing steamer of your line or some other line? A. Passengers overbooked by any ship are transferred.

Q. Just answer my question. A. (Continuing.) To the next following ship.

Q. Did you when you overbooked passengers for a fighting ship, transfer the surplus passengers to the first outgoing ship, irrespective of what line that was? A. I cannot recognize the term "fighting ship."

Q. You recognize—you have heard some of these letters of the Holland-Amerika Line read in evidence, have you not? A. Only one.

2155

Q. Well, do you recognize the term "defending ship"? I believe that was the expression which was used by the answer of your line; do you recognize what that word means? A. Yes, defending ship, opposition steamer.

Q. Well then, using your term defending ship, when a defending ship if you prefer that to a fighting ship, had overbooked, did you transfer the surplus passengers to the first outgoing ship, irrespective of what line that ship belonged to? A. Yes.

Q. Did your line pay the other line for those passengers, if the first ship happened to be a ship of another line? A. Undoubtedly our line paid for those passengers.

2156

Q. What rates did they pay? A. I don't know.

Q. Did they pay the rate which you had been charging those passengers, or did they pay a higher rate? A. I couldn't state that; payments were made on the other side.

Q. Well, can you state positively whether any payments at all were made? A. I have no doubt that our company paid for the passengers overbooked, transferred.

Q. Now, you have definite information that payments were made and that those overbooked passengers were not reckoned in on the pro rating of the passenger traffic? A. I have no idea as to that.

2157

Q. Then you don't mean to say positively that there were any payments made whatever? A. I am sure that our company paid for the passage of the overbooked passengers.

Q. Have you any information as to whether they paid the regular published rate of the other line or whether they paid the same rate which they had received from these passengers themselves? A. I don't know, but I can obtain that information for you if you so desire.

Q. You have no information about that on this side in your office? A. No; payments were not made on this side. The line simply accepted the passengers and honored our tickets. In other words our passengers were forwarded under our tickets, on our tickets; the settlement was left to the other side.

Q. Now, just before recess, Mr. Lederer, I understood you to say that there was no arrangement by which the steamers of other lines shared either the profits or losses if there were any, resulting from the operation of the reduced rate ships; there was no such agreement? A. Not that I know of.

2159 Q. Now, on a rate of $20, would there be a loss in carrying passengers? A. I don't think so.

Q. If passengers were carried in large numbers at $20, would there not be a profit? A. Perhaps.

Q. Well, cannot you speak more positively than that about it, Mr. Lederer? A. No.

Q. Have you any more accurate information about it now than you had in 1910? A. No.

Q. Did you not state in 1910 that they certainly could be carried at a profit?

Mr. Bullowa: I object to that.

Q. Haven't you stated on some occasion in 1910
2160 that they certainly could be carried at a profit? A. I refer to my answer to your last question.

Q. Just answer this question, if you will, Mr. Lederer? A. My last answer covers that question.

Q. I show you and ask you again to look at this Exhibit 207 for identification, and read the same (handing book to witness)?

Mr. Spooner: Are you reading that, Mr. Lederer?

The Witness: I am trying to read it.

Mr. Spooner: What are you reading from?

Mr. Dorr: From the paper which I showed him, Senator Spooner.

2161

The Witness: Typewritten book.

Mr. Spooner: Testimony given before—

Mr. Dorr: I object to the witness being interrupted; not cross-examination. I ask the witness to look at the paper, and I object to my examination being interrupted.

Q. Well, at the $21 or thereabouts on your reduced rate ships, did you not make a profit in your steerage business? A. We do.

Mr. Dorr: Your witness.

2162

CROSS-EXAMINATION by Mr. Spooner:

Q. Mr. Lederer, when you were testifying this afternoon the District Attorney handed you a book, open book, do you remember? A. Yes.

Q. And called your attention to something in it? A. Yes.

Q. Did you read it? A. I did.

Q. What was it? A. A question.

Q. I know but— A. Which I remembered to be one that was asked of me by the United States District Attorney in an investigation before the Grand Jury.

2163

Q. That was marked as an exhibit, was it not, for identification, No. 207?

Mr. Spooner: Will you permit me to see that page, Mr. District Attorney, for the purpose of cross-examination?

Mr. Dorr: For the purpose of cross-examination.

Mr. Spooner: Of the witness; that page only.

Mr. Dorr: I do not suppose you want to see anything more except those matters that relate

2164 particularly to the questions asked of the witness?

Mr. Spooner: That is all.

Mr. Dorr: I prefer to take the matter up with you tomorrow. I am perfectly willing to state on the record that there is nothing in the exhibit for identification which does not agree with the testimony which the witness has just given, if that is what is in your mind?

Mr. Spooner: Will you be kind enough to permit me to have before me that page which you showed the witness and which was his own testimony on a former examination on the same subject, for the purpose of cross-examin-

2165 ing him.

Mr. Dorr: I do at this time. I have no objection to your postponing the cross-examination, until I can give you a final answer on that.

Mr. Spooner: I have no right to ask him what he testified to before the Grand Jury?

Mr. Dorr: I take it neither of us have.

Mr. Spooner: Of course, you have no right to do directly what you have no right to do indirectly, and you have no right to do indirectly what you have no right to do directly. I want to confine myself entirely to what you

2166 showed the witness and not interrogate him about anything else.

Mr. Dorr: At this time this is a paper marked for identification.

Mr. Spooner: But you used it.

Mr. Dorr: And the contents of it have not been brought out by my questions or the witness's answers, it seems to me.

Mr. Spooner: Did not you ask him whether he testified what it was?

Mr. Dorr: No, I did not.

Mr. Bullowa: You asked him to refresh his recollection.

Mr. Spooner: My recollection is you did ask him.

Mr. Dorr: I think, Senator, I did not; in fact, I am quite sure I didn't. Of course the record will show.

Mr. Spooner: Can you turn back readily?

Mr. Dorr: I ask him this, which may be what you have in mind; I asked him whether he did not state at a previous time a certain thing.

2168

Mr. Spooner: You handed it to him to read, did you not?

Mr. Dorr: No; I ask him whether he had made such a statement; that is all.

Mr. Spooner: You could not have asked him that without using the Grand Jury testimony.

Mr. Dorr: You are assuming, pure assumption on your part. He does not know and cannot know what these papers are, from the very nature of them.

Mr. Spooner: Why, cannot he know?

Mr. Dorr: If they were what you think they are he certainly could not.

2169

Q. Mr. Lederer, suppose—take the case of a fighting ship, or a defending ship or whatever you call it, designated to sail on the same day, or approximately a near day, of a ship belonging to the independent or opposition lines, under this agreement who would have the profit and loss of that ship; I mean, who would have the profit and who would have the loss of the fighting ship, in respect of steerage passengers? A. The profit and the loss of the respective ships is borne by the owner.

2170 Q. And the profits in the transportation of the steerage passengers? A. By the owners.

Q. All of it? A. Yes.

Q. Now, what the District Attorney was trying to get at, I think, was what proportion, if any, of profits or loss, loss we will call it, would be borne by the Conference Lines in case of a fighting ship? A. I understand that the difference between the reduced rate and the regular rate, with a certain maximum, would be borne by the lines, members of the agreement "AA," in accordance with the proportion allotted to them under the agreement.

2171 Q. That is all there is to that? A. Yes, sir.

Q. You speak of meeting competition of the so-called independent ships; what did you mean by that? A. I mean that we had to take the necessary steps to protect our interests. We could not afford to sit by idly and see—

Q. That I understand; that is the reason for sending the ship, the defending ship. I am speaking now of the rate which was made on the defending ship; was that a rate which simply met the independent or outside ship, or was it a rate which cut under the rate of the outside ship? A. We have never fixed our rate below that of the competing steamer.

2172 Q. Simply met their rate? A. We have met their rate far enough to secure to ourselves a proper share of the business, or in other words, to prevent the competing steamers from running away with all our business.

Q. You say you have met their rates; you stopped there, is that what you mean you did? A. We quoted sometimes a rate that was higher than the one advertised by the competing ship, but in no case did we reduce our rate below their actual rates.

Mr. Spooner: I expect to resume this, but will leave it for the present.

2173

RE-DIRECT EXAMINATION by Mr. Dorr:

Q. Mr. Lederer, are you quite positive that no ship of your line reduced its rates below the published rate of the independent line? A. Below the actual rate.

Q. It is true then that you reduced it below the published rates of the other lines; your published rate was lower than their published rates? A. The published rate of the Uranium Steamship Line, for instance, if that is the line you have reference to.

Q. Just answer my question; did you reduce it below the published rate of the Uranium Steamship Company? A. No.

2174

Q. Never did? A. No.

Q. There is no mistake about that (handing witness Government's Exhibit 84) being one of your circulars, Mr. Lederer? A. No.

Q. No mistake about the rate you advertised there being $24, is there? A. No.

Q. And if at that time the published rate of the Uranium Line was $26, then your statement would be an error, would it not? A. Yes.

Q. There was some question arose, I think by Senator Spooner, in regard to certain of these exhibits, for instance, Exhibit 85; was that a regular advertisement issued by your line as to the rates on the Graf Waldersee? A. Not a regular advertisement, no.

2175

Q. Was it an advertisement which was issued by your line? A. A special circular and postal card.

Q. Sent out to the public or your agents? A. To agents, apparently.

Q. And for the sale of tickets, to inform them as to prices at which they should sell tickets on your line? A. For a certain steamer and day.

Mr. Spooner: That was admitted to be true, wasn't it?

The Witness: Contains all rates, first cabin, second cabin, third cabin and steerage.

2176 Mr. Spooner: They admitted they issued it, but they claim the steerage was not accurate as applied to particular lines, mentioned in the testimony.

The Witness: A mistake seems to have been made in quoting the steerage rate.

Q. What is the mistake? A. This appears to be a special notice of the sailing of the Graf Waldersee, January 15th, from New York, quoting the rate in the first cabin, second cabin and third cabin, also steerage rate, but the steerage rate is evidently wrong.

2177 Q. What is the error? A. From the circular which you showed me a minute ago, it appears that there is a discrepancy between the two circulars.

Q. When do you fix the rate for your steamers? A. Rates are subject to change.

Q. When do you begin to publish rates for steamers such as the Graf Waldersee, how long before the sailing? A. The rate is changed from time to time.

Q. When do you begin to publish the rate sheet, how long before the sailing of the ship? A. There is a regular published tariff by our company, quoting steerage rates for all steamers. If a change is made, agents are notified of that change by a special circular, until the tariff, regular tariff is reissued, cor-

2178 rected accordingly.

Q. Well, now, do you mean to say that the rate advertised on Government Exhibit 85, does not conform to the general tariff issued by your company for that sailing? A. I stated that inasmuch as the two circulars which you have shown me quote different rates, one of them must be wrong; apparently this (indicating) is wrong.

Q. The second circular, if I may call to your attention, Government's Exhibit 84, refers to reduction of the steerage outward rate. Isn't it a fact that you first advertised the rate of $35 subsequently announced

2179

the reduction of that rate to $24? A. The circular which you call the second one, may have been the first one; if you will let me see it.

Q. Just answer that question; is that what may have been the situation? A. This circular does not bear a date, and that one (indicating) does.

Q. Just answer my question. Did you at times reduce the rates, change the rates that had been published? A. Rates are subject to change at any time.

Q. Did you not in fact change the rates on certain steamers? A. Subject to changes at any minute.

Q. Didn't you change them on certain steamers? A. Certainly we did change them.

2180

Q. What is it that makes you think Government's Exhibit 85, which appears to have been sent out by your line for information of agents, was not accurate information at the time it was sent out? A. If you will trust me with the other circular, I will settle that question definitely.

Q. What is it that makes you think that that is not accurate?

Mr. Spooner: The issue of the other circular.

A. It seems you do not want me to bring out facts. If you will show me that other circular, I would settle it absolutely.

2181

Q. Give me your answer, Mr. Lederer? A. I cannot give you any answer to that.

Q. You cannot say what it is that makes you say that was incorrect at the time it was published; there is nothing on the face of it to indicate? A. There are two circulars quoting different rates for one ship. One of these circulars must quote an incorrect rate.

Q. Suppose the rates had been changed; they may be both correct at the time they were issued, might they not? A. No; special circulars quoting different rates.

2182 Q. You never changed the rate of any steamer then? A. We changed them lots of times.

Q. Might not two publications, different rates of the same steamer, both be accurate if they were published different times? A. Well, let me see the other circular.

Q. Just answer that question? A. I cannot answer it.

Q. You cannot answer that? A. No.

Q. What is the date of that circular? A. If you want the truth, let me see the two circulars.

2183 Q. Just confine yourself to answering questions? A. You don't give me a chance to answer a question.

Q. Confine yourself to answering what questions are asked you. Simply because there is no judge before whom you may be reprimanded, don't take advantage of that fact. What is the date of that circular? A. Apparently there is no date.

Q. Circular 85; have you any means of ascertaining when that was issued? A. I think I have.

Q. What are they? A. I will be able to state when you show me the other circular.

Q. If you see the other circular you will be able to tell when this was issued? A. I think so, yes.

2184 Q. Well, let us see if you can (handing witness the circular)? A. This circular which you called the second circular, was issued January 8th.

Q. When was the other one issued? A. And the second circular which you called the first circular, was printed January 10th; consequently this must be the second circular and your second circular is the first circular.

Q. How do you know that was printed at that date? A. Look in the left-hand corner and you will see the date of the printing.

Q. Is that the date when it was issued or the date when the bill sent forth? A. That is the date it was

2185

printed and it was issued after that date, and shows conclusively that the rate printed thereon is wrong, is incorrect.

Q. I show you another circular, Government's Exhibit 87, and ask you whether it is a regularly published circular of your line? A. I can't remember what the rate was two years ago, two years and six months ago on a particular ship and date.

Q. You can't say whether that was regularly issued or not? A. This is not a regular circular; I explained that that was a special notice.

2186

Q. Now, to come back to this Graf Waldersee circular, which you say is the second one, Government's Exhibit 85, as a matter of fact, was not that the third? Wasn't it a fact that you published the regular rate of the Graf Waldersee for $35, subsequently on January 8th reduced to $24, and after that when you found that the sailing of the Uranium had been postponed from the 15th to the 18th that you reissued the original rate of $35; now, isn't that the fact? A. No, you are wrong.

Q. You are positive that is not the fact? A. You are wrong, positively.

Q. What do you take to be the fact? A. Well, I will look it up and give you the records.

2187

Q. How do you account for the issuance of this $35 after the issuance of the $24 and coincidental or substantially coincidental with the postponement of the sailing of the Uranium from the date of January 15th? A. Clerical error.

Q. Look at that circular, Government Exhibit No. 87; what have you to say as to that? A. What is the question, Mr. Dorr?

Q. Is that a circular which is issued to your agents for information as to rates? A. It is a postal card.

Q. Correct, so far as you know? A. Yes.

Q. I show you Exhibit No. 89, is that a circular reducing the earlier rate? A. That is a circular quot-

2188 ing the rate for a different steamer and a different date; that is the second error.

Q. I showed you, I think, Government Exhibit No. 87, look at Government Exhibit No. 90, and I ask whether that is a regularly issued circular by your line to agents? A. A special notice announcing the cabin rates and incidentally of the steerage rates.

Q. Was that a correct statement of the steerage rate? A. I presume so.

Q. And is this Government Exhibit No. 89 a circular reducing that steerage rate? A. A special circular announcing a reduction of the steerage outward
2189 rate for the President Grant, scheduled to leave New York February 5th, 1910.

Q. Now, both of those are circulars announcing rates for that ship by your line, are they not? A. Yes.

Q. Both of them were correct at the time they were issued? A. Yes.

Q. Turning again to this circular No. 87, the President Lincoln, as I recall, you were in doubt as to whether that was the correct rate or not; I ask you whether you can state whether that is the correct rate? A. Wrong.

Q. It is an incorrect rate? A. Yes.

2190 Q. What is it that shows you that that was incorrect? A. Let me see that circular, please?

Q. Are you in the habit of issuing incorrect circulars all the time? A. That will happen in the best regulated families.

Q. And true in the same month, or even a month between? A. I have only admitted the clerical error in this one case.

Q. I understood you to admit the clerical error in the case of the Graf Waldersee, or what you state to be a clerical error; do I understand you to say this is also wrong? A. Don't try to juggle the deck of cards here; I can't make head or tail of it.

Q. They are your cards? A. Don't try to juggle them up like that. You speak of a bunch of February 5th and shove over circular of January 29th; I don't know what cards you are speaking about.

Q. You have already spoken of this Exhibit No. 87 and I have asked you whether or not it is— A. You have not asked me in reference to this card before, did you?

Q. Now, Mr. Lederer, I ask you again whether this circular which you have just stated is incorrect is or is not correct? A. Which circular?

Q. Government Exhibit No. 87? A. Do you mean 2192
to ask to know whether the steerage rate quoted on this postal card is correct?

Q. Whether the circular is correct; if there is any portion of it which is incorrect call my attention to it? A. I can't state whether the rates in Exhibit No. 87 are correct.

Q. What did you mean when you stated in response to my question that that circular was not correct? A. I didn't refer to this circular.

Q. What circular did you refer to? A. The circular of the Graf Waldersee and to the postal card issued in connection with that sailing.

Q. You cannot tell whether this is correct or not? A. Which one? 2193

Q. Exhibit No. 87? A. Apparently this is correct.

Q. I now show you Exhibit No. 190, and ask whether that circular is not a reduction of the earlier rate, and whether that also is another inaccuracy on your part? A. I have already stated that this is a circular announcing the reduction of the steerage outward of the President Lincoln, scheduled to leave New York for Hamburg, January 29th, to $22.

Q. That is a reduction from the rate that is in Exhibit No. 87? A. That is a reduction to $22; what the previous rate was I don't know.

2194

Q. Doesn't that circular Exhibit No. 87 show you what it was, that it was $35? A. There may have been changes in the railroad rate between the date of the postal card, apparently issued January 10th, and the special circular announcing the reduction under date of January 24th.

Q. Is there anything to indicate to you that that circular No. 87 is incorrect, or was incorrect at the time it was issued? A. This one? Which one?

Q. Exhibit No. 87? A. I stated before that this circular apparently is correct.

2195

Q. And this, the Government Exhibit No. 190, is, is it not, a reduction either from the rate advertised by the Government Exhibit No. 87, or some intermediate rate between those two? A. Evidently.

Q. I show you Government Exhibit No. 164, under date of January 3rd, 1910, and call your attention to the published steerage rate of $25 to Rotterdam, and $28 to Hamburg, and ask whether or not you are still prepared to say that you did not reduce your rate before that published rate of the Uranium? A. I maintain my position.

Q. You did not reduce it below? A. We certainly did not.

2196

Q. What is the published rate to Rotterdam? A. I want to call your attention—

Q. One minute; what is the published rate to Rotterdam? A. I don't know.

Q. You don't know? A. No.

Q. Steerage rate to Rotterdam $25, and that does not mean published rates? A. That does not mean anything. I wish to state that when the Hamburg Line publishes a rate of $25 it means what is said, $25; when the Uranium Line has a rate of $25 it means nothing, and I will prove it by your own circular.

Q. That is, when you issue a rate of $35 it means $35? A. Yes.

2197

Q. Until a fighting ship is put out and then you put it down to $22? A. It means exactly what each circular calls for. I will prove it by your own circular—

Q. That is not my circular; it is a circular issued under the stress of competition? A. Ninety-five per cent of the passengers that went on that ship didn't know they were going on that ship.

Q. That, of course, you know of your own perosnal knowledge? A. I am certain of it.

Q. But on this Graf Waldersee your tickets were purchased at the published rate of $35 and there were also those who purchased tickets at $24? A. That is not very likely to have been the case.

2198

Q. You advertised tickets for sale for $35, did you not? A. Passengers generally bought tickets—

Q. Did you not? A. I testified to that before.

Q. You did then advertise a rate of $35? A. Yes.

Q. And in the ordinary course passengers would have purchased those tickets, would they not? A. If the rate had remained $35 they would have bought tickets at $35.

Q. It remained $35, did it not, until shortly before the sailing of the ship, within a week before the sailing of the ship? A. The exact date is given in our circular.

2199

Q. What date is that? A. You have the circular.

Q. January 28th; that is exactly one week before the sailing of the ship? A. This circular was issued January 28th.

Q. You mean to tell me that you did not sell tickets to passengers more than one week before the sailing of the ship? A. Very rarely that a ticket is sold prior to one week before the sailing; in fact, ninety per cent of the tickets are bought one day before the sailing.

2200 Q. Have you the records of the purchase of tickets for that steamer? A. I think I can get it for you.

Q. Suppose you produce them tomorrow. It frequently does happen, does it not, however, that the passenger purchases at the higher rate, tickets at the higher rate, which you subsequently reduce, Mr. Lederer? A. Very rarely.

Q. When it does happen what do you do? A. We refund the money.

Q. In all cases? A. Yes.

Q. Irrespective of whether the passenger makes claim or not? A. When it calls for the same destina-

2201 tion.

Q. Irrespective of whether the passenger makes the claim or not? A. We refund all differences at the dock prior to the embarkation of passengers.

Q. Irrespective of whether the passenger makes any claim? A. Yes.

Q. Suppose you produce the records of that ship and the refund? A. What kind of record do you want, Mr. Dorr?

Q. I want the record you have of the transactions? A. We have all kinds of records for those ships.

Q. I want the correct one, showing in full? A. Showing what?

2202 Q. The original record is what I want? A. We have only original records here.

Q. Showing the number of tickets you sold at the original rate, the number of tickets sold at the next reduced rate, if there were more than one and the amounts of the refund? A. All right.

Q. And any records that you have which show any extra remuneration which your line received from other lines as to or any compensation for running a reduced rate ship? A. I haven't any such records and I cannot produce them.

Q. Well, produce what you have got? A. Then, that is all.

Mr. Spooner: I reserve the right to recall the witness.

MAX STRAUS, sworn on behalf of the Government, testified as follows:

Direct-examination by Mr. Dorr:

Q. Mr. Straus, what is your business? A. I am a 2204
member of the firm of E. A. Johnson & Company, general passenger agents, of the Russian-American Line.

Q. Are you a defendant of this proceeding? A. I am subpoenaed.

Q. Are you a defendant in this proceeding? A. I don't know that I am.

Q. Are you a defendant in this case? A. I suppose I am.

Q. How long have you been in the steamship business? A. With the Russian-American Line?

Q. How long have you been in the steamship business? A. Oh, I have been in the steamship business 2205
for about twenty-five years.

Q. What lines have you been with during that time? A. The Scandinavia-American Line and Russian-American Line.

Q. Between what ports does the Scandinavian-American Line ply? A. Christiansand, Christiana and Copenhagen.

Q. Those are the only ports between which vessels of that line ply? A. Yes.

Q. How long has that line been in existence? A. I believe for about twenty-five years.

2206 *Max Straus*

Q. Is it a member of the North-Atlantic Conference? A. I don't think so.

Q. Continental Conference? A. No, sir.

Q. Of any conference? A. No, sir, except in New York, if that is what you mean.

Q. Is it a member of the North-Atlantic Conference? A. Oh, yes.

Q. Is it? A. Yes, New York.

Q. How long has it been a member of the North Atlantic conference? A. Ever since it is in existence.

2207 Q. Ever since the conference is in existence or the line is in existence? A. The line.

Q. Has it at any time ceased to be a member of the conference? A. No.

Q. Has it been engaged in the steerage traffic? A. Yes.

Q. The North-Atlantic steerage traffic? A. Yes, sir.

Q. How many ships has it? A. At present we have four steamers in that particular trade.

Q. Do you know whether your line is a party to an agreement with which the amount of the steerage traffic is regulated? A. No, sir.

2208 Q. You don't know? A. I don't know anything about it.

Q. What is your information on the subject, derived from officers and agents of the line? A. We have no information on that subject whatsoever.

Mr. Spooner: When you say your line, you refer to the Scandinavian Line?

The Witness: Yes, sir.

Q. You have no information whatever upon that point? A. No, sir.

Q. Have you at any time represented a non-conference line? A. Yes.

2209

Q. What non-conference line was that? A. The Russian-American Line, Russian East Asiatic Steamship Company, Ltd.

Q. You represented both lines at the same time? A. Yes, sir.

Q. Do you recall the time when the—is the Russian-American Line a member of the conference? A. No, sir; we were not a member of the conference when they started in.

Q. You were not a member? A. We were not; we applied.

Q. When did the Russian-American Line start in business? A. About five years ago.

2210

Q. In 1907? A. Yes.

Q. At that time, what ships did you have? A. We had, I think, three or four steamers.

Q. What were they? A. One of them was called the "Estonia," "Artania," "Lituania," "Birma."

Q. Were those the only steamships that your line operated at that time? A. And the "Courier."

Q. Those were the only steamers that your line operated at that time, in 1907 or 1906? A. That is right, between New York and Libau, in 1907.

Q. When did you begin operating these steamers? A. I couldn't give you the exact dates; I think it was in April.

2211

Q. April, 1907? A. I think so.

Q. Were any of these steamers operated in that trade prior to that time? A. Not that I know of.

Q. What trade had they been operated in? A. In the Far East; in the Vladivostock trade.

Q. And all of them had been operated by your line in that Vladivostock trade? A. That I couldn't tell, because I don't know.

Q. What is your information? A. I haven't any information on that subject.

2212 Q. Did you become a member of the Continental Conference shortly after the institution of this line?

Mr. Spooner: Objected to as immaterial and irrelevant, and not within the issues.

A. I believe about ten or eleven months after they started in, we applied immediately and were admitted to the conference.

Q. That would be in 1908, would it not? A. I think so.

Q. You were not a member of the conference prior to 1908? A. Not for the Russian-American Line.

2213 Q. Are you quite clear about that? A. Quite clear.

Mr. Spooner: What do you mean by a conference, Mr. Dorr?

Mr. Dorr: The Continental Conference.

Mr. Beers: The agreement "AA"?

Mr. Dorr: What I mean is that group of lines who were trading together known under some agreements, formal or informal, as the Continental Conference.

Mr. Beers: But the agreement "AA" makes certain provisions for the lines being called a conference, and you have also referred to this New York Conference and the Continental

2214 Conference and the North Atlantic Conference.

Mr. Dorr: My information was that prior to 1908 there were two, more or less, independent conferences, the North Atlantic and the Continental Conferences, each of which had related agreements, and in 1908 the two conferences were consolidated informally, if not formally, into the American Atlantic, and all the lines which were parties to the two conferences became parties to that agreement "AA." That is just my understanding of it.

2215

Mr. Beers: But you are not now speaking of the arrangement in New York?

Mr. Dorr: You mean the "AA" agreement?

Mr. Beers: When you used the expression "conference" you did not mean this New York Conference, dealing with the local lines here, with the agents of the railroads?

Mr. Dorr: I am not; not exclusively.

Witness: Excuse me; my answer only referred to the New York conferences because I know nothing else of any other conference.

2216

Q. Isn't it a fact that your line has been a member of the Continental Conference down to about December, 1907, and that then it ceased to be? A. Not that I know of, and I certainly would know it if they were members of the conference while we were passenger agents and agents of the company.

Q. Between what points did the Russian-American Line run? A. New York, Rotterdam, Libau.

2217

Q. Do you recall whether or not the steamship conference lines reduced their rates on or about the sailing dates of the ships of the Russian-American Line in 1908, prior to the summer thereof? A. I might not know the exact date, but the conference lines had reduced their rates against the Russian-American Line; what particular date I could not tell you, except you give me some circular to refer to.

Q. Do you recall the date when you joined or rejoined, as the fact may be, the Continental Conference; does this refresh your recollection, if you do not (handing witness paper)? A. Yes, I do recall that.

Q. That was September, 1908, was it not? A. Yes.

Q. I notice that you testify positively that was the first time your line belonged to the conference? A. Yes.

Q. I now call your attention to Government Exhibit No. 141? A. We were not agents of the Russian-American Line; this is December 27, 1906?

Q. Yes? A. We were not agents of the Russian-American Line or the Russian East Asiatic Steamship Company, Ltd., at that time, and therefore I know nothing of it.

Q. Yes, but I understood you to testify, Mr. Straus, that you became agent when this line was instituted and that the ships which were in that line had prior to that time been engaged in the East Asiatic trade? A. Yes, but I know nothing about this at all, because
2219 this is long before the Russian-American Line, and you are speaking of the Russian East Asiatic Line, Ltd.

Q. By whom are the steamers of the Russian-American Line owned? A. They are owned by Russian capital on the other side.

Q. By the Russian East Asiatic Steamship Company, Ltd.? A. That I couldn't tell you.

Q. Is there any corporation known as the Russian-American Line? A. Yes.

Q. When was that formed? A. I couldn't give you the exact date of that. I think I file a report here at Washington each year, which gives it.

2220 Q. Was that prior to the time you became agent or afterwards? A. I don't think the Russian-American Line was formed prior to the time we became agents; about the Russian East Asiatic Line prior to that I know nothing.

Q. What were the ships of the Russian East Asiatic Steamship Company? A. Prior?

Q. In 1907 or 1906? A. In 1906 I don't know anything about those steamers.

Q. You were a steamship man at the time? A. Yes.

Q. And the agent of the Scandinavian Line? A. Yes, but not interested in that.

2221

Q. And you have no information as to what steamers were operated by the Russian East Asiatic Steamship Company, Ltd.? A. Not interested in them at all.

Q. I call your attention to this answer which purports to be the answer of the Russian East Asiatic Steamship Company, Ltd., Alexander E. Johnson & Max Straus? A. Well, the Russian-American Line is a line supposed to be owned by the Russian East Asiatic Company, Ltd.

Q. I understood you to say you didn't know who owned it? A. I don't know who owns the line, no, sir.

2222

Q. You verified this answer, did you not? A. I suppose I verified an answer, to the best of my knowledge and belief.

Q. This answer admits, does it not, the Russian East Asiatic Steamship Company, Ltd., is operated in competition between Libau and New York? A. Yes, but the name of the line we represented is the Russian-American Line and the Russian East Asiatic Steamship Company, Ltd.

Q. In other words, that is simply a subsidiary of the Russian East Asiatic Company, Limited? A. I wouldn't wonder.

Q. When you speak of becoming a member of the Conference, the Russian East Asiatic Company, Limited, became a member of the Conference, didn't it? A. I wouldn't say that; I wouldn't like to say that because I don't know.

2223

Q. Here is a circular dated September 1, 1906, which states that the Russian American Line (the Russian East Asiatic Steamship Company, Limited), was a member of the Conference, is that correct? A. That is correct.

Q. That it is a fact, is it not, that the Russian East Asiatic Company, Limited, rejoined the Conference?

2224

A. Well, you can put it any way you like, but I don't know anything about the Russian East Asiatic prior to the time I was agent of the company.

Q. Have you any question that these earlier circulars of the Continental Conference are accurate, the circular of December 27, 1906, Government Exhibit No. 140, which states that agents are advised that the "Russian East Asiatic Steamship Company, Limited, has this day resigned Conference membership"? A. It might be accurate and it might not, but I really know nothing about it.

2225 Q. But it is the same steamship company that you now represent, is it not? A. The Russian East Asiatic Steamship Company, Limited, is the company that we represent.

Q. And yet, when you became its agents, it was not a member of the Conference? A. It was not.

Q. And from that time until it did become a member of the Conference, you met with the opposition of the Conference Lines which were sailing at reduced rates? A. Yes.

Q. At or about your sailing dates? A. Yes.

Q. Do you recall when this opposition ceased? A. I think it ceased in September, when I joined the Conference in New York.

2226 Q. What was the arrangement which the members of your company had with the other lines which were members of the Conference as to steerage transportation or transportation of steerage passengers? A. The arrangement we had is simply to live up to the rules and regulations of Conference in regulating agencies.

Q. Do you mean to say that there is no agreement by which the Russian East Asiatic Steamship Company, Limited, secured a certain pro rata share of the steerage passenger business of the North Atlantic? A. No, sir; all I know is that we pay a pro rata to the Conference in order to maintain it.

2227

Q. You pay a pro rata share? A. Yes.

Q. State just what you mean? A. For instance, it takes probably fifteen or twenty thousand dollars a year to run a Conference and our share is probably five hundred dollars or six hundred dollars a year; we pay our share towards the payment of Sandford's salary, or the official salaries of those there.

Q. Do you mean to say there is no agreement between the Russian East Asiatic Steamship Company, Limited; no agreement since September, 1908, by which the Russian East Asiatic Company, Limited, is allowed a certain pro rata share of the steerage passenger business of the North Atlantic? A. What they are allowed I don't know; they may be allowed a percentage, but what that percentage is, I don't know anything about it.

2228

Q. What is your best information; that they are allowed a percentage, is it not? A. I believe they are.

Q. What are the sources of that belief or that information? A. I suppose one has to have a certain amount of imagination. They know there must be some percentage, but what that percentage is, I don't know.

Mr. Spooner: You cannot imagine?

Witness: No, I can imagine lots of things.

2229

Q. Have you had any— A. I don't know that there is any percentage; I don't talk of it.

Q. What are the sources of your knowledge about the matter? A. Conversations, possibly.

Q. With whom? A. I don't remember with whom.

Q. With representatives of your line? A. Not our line, no, sir.

Q. Have you ever had any conversation with any representatives of your line? A. Yes.

Q. Who are the officers of your line? A. The president of our line is M. Bonasobsky.

2230 *Max Straus*

Q. Are there any officers in this country? A. No, sir.

Q. You have been on the other side in Conference with them? A. No, sir.

Q. Never? A. No, sir.

Q. Have any of them been here? A. Yes, one of the members of the company was here about a year or so ago.

Q. Did you learn from him anything about the relation of your line to the other lines? A. I never discussed the question with him.

2231 Q. Is your firm the agent of the Russian East Asiatic Steamship Company, Limited, in this country? A. Yes, we are the passenger agents only.

Q. Who are the freight agents? A. Messrs. Benham & Boyesen.

Q. Are you the general agents? A. We are the general passenger agents; Benham & Boyesen are the general agents.

Q. The corporation which you represent has received a subpoena calling for certain agreements? A. Yes.

Q. What efforts have your corporation made to comply with that subpoena? A. We have no agreements of any kind in our possession.

2232 Q. Your corporation has no agreements of any kind in its possession? A. You mean A. E. Johnson & Company?

Q. No, the Russian East Asiatic Steamship Company? A. You have got everything that I have got.

Q. I am not asking you about what you have; I am talking about what your corporation has, of which you are agent? A. The Russian-American Line?

Q. The Russian East Asiatic Steamship Company?

Mr. Bullowa: These are in Europe.

Mr. Dorr: The Russian East Asiatic Company which has appeared in this case.

Witness: We have no agreements—

Mr. Bullowa: We have no agreements.

Q. What steps has your corporation taken to ascertain whether it has these papers in its possession in places other than New York? A. Mr. Bullowa represents the corporation; I don't.

Q. You are the agent of the corporation, are you not? A. Yes, sir; I am general passenger agent.

Q. Well, what steps has the corporation taken so far as you know to comply with the subpoena? A. I believe they have given Mr. Bullowa what they had.

Q. Did you communicate with the home office? A. Yes.

Q. And asked for the various agreements which the subpoena called for? A. Yes, and I understood they communicated with Mr. Bullowa.

Q. Have you a copy of the letter which was sent to the home office? A. I think I can produce it.

Q. In regard to the obedience of that subpoena? A. I think I can produce that.

Q. If you will. Have you had any reply from the corporation? A. Except I had a reply the other day by telephone from someone.

Q. I understood you to say there were no officers of the corporation in this country? A. It was not an officer of the corporation; it was someone who had a right to reply.

Q. Who was that person? A. Must I answer it?

Q. Yes? A. Mr. Bullowa.

Q. Is he an officer of the company? A. Yes, he is their attorney.

Q. And you had no reply from the corporation itself? A. I think they replied something of this kind, that everything will be arranged through Mr. Bullowa.

2236 Q. Have you got the letter? A. I think I can find that letter.

Q. If you will produce that. Your office has kept the records of the passenger transactions of this line? A. Yes.

Q. The records will show the dates of sailing? A. Yes.

Q. And the rates charged? A. Yes.

Q. And the rates published? A. Yes.

Q. Your corporation were, I think, served with a subpoena for the production of various circulars showing the published rates? A. I delivered—

2237 Q. You delivered, did you not, various circulars from 1911 and thereafter, and 1912; where are your earlier circulars? A. I think I explained to you that they were destroyed or thrown in the waste basket prior to receiving notice from you.

Q. You have, however, records which do in fact show the rates you charged for the various ships of your line prior to that time, have you not? A. I don't know; I couldn't say that exactly.

Q. Don't you keep records? A. We keep records, but I don't know whether I have got those.

Q. What tickets you sold, and on what ships and what price? A. We have a record that shows these

2238 things, but I don't think they go so far back.

Q. What did you do with the old records? A. They have been of no material use any more and they may have been destroyed, but if found, I would be glad to deliver them to you.

Q. Suppose you look those records, Mr. Straus, and produce them? A. All right, sir.

Q. You had from time to time, certain correspondence, did you not, with your company? A. Yes.

Q. And correspondence relative to the opposition steamers put on against your line? A. I think so.

Q. And as to what measures should be taken, le-

gally or otherwise, to meet that opposition? A. I don't remember that exactly, legal or otherwise.

Q. You had correspondence about the opposition steamers, did you not? A. Yes.

Q. Where is that correspondence? A. I think you will find everything there.

Q. Have you produced it? A. Mr. Bullowa has everything.

Q. Will you produce it now? A. Yes.

Mr. Bullowa: Do you want everything we have got?

Mr. Dorr: Documents pertaining to this very subject. 2240

Mr. Bullowa: I think you ought to specify them.

Q. Have you got them, Mr. Straus? A. Yes, Mr. Bullowa has all I have got.

Q. Do you produce them? A. Yes, you can have everything I have got.

Mr. Bullowa: (Produced papers.) Have them all marked for identification.

Mr. Dorr: I ask to have marked for identification correspondence and papers relating to opposition steamers and the relations of the Russian East Asiatic Steamship Company, Limited, with the Conference, produced in obedience to subpoena. 2241

Marked Petitioner's Exhibit 208 for identification.

Q. Prior to the re-admission of the Russian East Asiatic Steamship Company, Limited, to the Conference—

Mr. Bullowa: Why do you say the re-admission?

2242

Mr. Dorr: The evidence is not in, but I presume the Russian East Asiatic Company—

The Witness: I don't think you should qualify me as to that. I will give you any information I really know anything about, but I don't want to guess at it.

Q. Fortunately we have very definite information that your line formerly was a member of the Conference and I am asking you whether it is true? A. What's the use of asking me about them?

Q. Prior to the re-admission of the Russian East Asiatic Steamship Company, Limited, to the Conference, had you conferred with the representatives of any independent line as to measures to be taken to meet the opposition of the Conference Lines? A. If you will leave out the word re-admission, I would rather you leave it out.

2243

Q. Unfortunately we cannot; I have to frame the question on the evidence as it stands, Mr. Straus?

Mr. Beecher: Why don't you say prior to 1906?

A. I will answer the question that I had conferred with other outside lines.

Q. With whom did you confer? A. I conferred with the representative of the Russian Volunteer Fleet.

2244

Q. Who was that? A. Mr. Oscar Richard, member of the firm of C. B. Richard & Company.

Q. What measures did you take in regard to the matter? A. We fought back as hard as we could.

Q. Did you employ counsel in the matter? A. I did not.

Q. Mr. Bullowa was not counsel for your line at that time? A. He was counsel, but he was not employed for that purpose.

Q. What further measures did you take? A. Oh, we were willing to fight it out; we didn't care; we

knew very well that we would win and get in; we were coming direct from Libau to New York, the only Russian Line that was coming here, and it was only a question of time that we knew we would be admitted into the Conference. 2245

Q. That is, you felt confident you could force the Conference Lines to admit you? A. We didn't have to force at all; there was no forcing; we were glad to get in.

Q. You were a party to the arrangement on the other side by which you were finally admitted to the Conference? A. The company might have been. 2246

Q. Were you? A. Me?

Q. Yes? A. No, not me personally; my company might have.

Q. But you can state positively that there was no forcing on the part of your superiors on the other side of the water? A. Oh, they didn't force us at all.

Q. You were thoroughly familiar with the negotiations? A. I didn't know anything about the negotiations.

Q. How did you know they attempted to force their way in or not? A. Because I know enough about the business to know it would be unnecessary to force anybody. 2247

Q. How long did you remain agents for the Russian East Asiatic Steamship Company, Limited, after you first became agents for that line? A. How long did we remain agents after we became agents?

Q. Yes? A. We are still agents of the Russian East Asiatic Line.

Q. There has not been any break in that relationship? A. None whatsoever.

Q. Do you recall whether or not prior to September, 1908, you represented lines other than the Russian American Line and the Scandinavian Line? A. We

represented the Scandinavian-American Line prior, and do represent them now.

Q. Did you sell tickets for any other line other than the Russian-American and the Scandinavian Line? A. Yes, we were sub-agents for all the Conference Lines.

Q. Did you sell tickets for any lines that were not Conference Lines other than the Russian East Asiatic Steamship Company, Limited? A. No, I don't think we did.

Q. But you did sell them for the Russian East Asiatic Steamship Company, Limited? A. Yes.

2249 Q. And also for the Conference Lines? A. Yes.

Q. Was there any objection made to your so doing on the ground of Rule 9? A. There might have been objection, but somehow or other we might have had a lot of friends at Court.

Q. It was contrary to the rule of the conference was it not? A. I wouldn't wonder if it was contrary.

Q. Now, as a matter of fact, did your line on the other side have a certain understanding with the Holland-American Line? A. About what?

Q. As to this very matter of observance of Rule Number 9? A. That was simply a matter here be-

2250 tween the New York Conference and ourselves, that is all.

Q. Now, Mr. Straus, did you communicate to the Russian East Asiatic Steamship Company, Limited, the corporation of which you are the agent, that the Government was subpoenaing—had subpoenaed—an agreement or copy of agreement by which it became a party to the so-called Agreement "AA"? A. I believe Mr. Bullowa did; I don't know whether I did or not.

Q. The corporation has not produced such a supplemental agreement? A. I don't know; I think Mr. Bullowa might have it; I haven't.

2251

Q. You are the agent of the line here, are you not? A. I am general passenger agent.

Q. Does the corporation produce the supplemental agreement? A. I don't know anything about the supplementary agreement or any agreement, and I am sure if there is such an agreement in existence Mr. Bullowa has it or ought to have it.

Q. Yes, but the process is directed towards the corporation, and as I understand it you are their general passenger agent and representative in this country? A. That is correct.

Q. Does the corporation produce that agreement or not; if not do you desire to state any reason why it has failed to do so? A. I received a telephone message as I told you from Mr. Bullowa in reference to this matter which might clear the situation. If you wish—I had my stenographer make a memorandum of it.

2252

Q. Do you desire further time for your corporation to produce this document?

Mr. Bullowa: Mr. Dorr, as a matter of self-evident thing you served a subpoena on the 12th of June and it takes at least twelve days to go to Libau; we couldn't possibly have produced it by this time.

2253

Q. I am asking Mr. Straus whether he desires to have further time? A. Yes, sir.

Q. You have taken steps to notify the corporation that that document has been required, the corporation did you? A. We went so far as receiving no answer cabled, and they informed Mr. Bullowa that they never received his letters on that subject; it had been mislaid or misdirected.

Q. Then you anticipate that the corporation will be in a position to produce those documents at a subsequent hearing? A. I am quite certain of it.

2254 *Max Straus*

Q. There is no disposition on the part of the corporation to do otherwise than to produce it? A. No, sir.

Q. Well then, if you will take such steps as you can to expedite its production? A. We will.

CROSS-EXAMINATION by Mr. Bullowa:

Q. As I understand the Russian East Asiatic Steamship Company, Limited, were doing business in this country before you represented them, prior to
2255 your becoming the agents for them? A. Yes, I believe they were doing business prior.

Q. When you represented it you thought it advisable, rather than have the name Russian East Asiatic Steamship Company, Limited, you called it the Russian-American Line? A. Yes.

Q. And the Russian-American Line is simply a trade name? A. I believe so.

Q. In 1908 you were informed, I understand, by cable that you were admitted to a conference? A. Yes, sir.

Q. You don't know anything about the terms of that agreement? A. No, sir.

Q. You have never been informed? A. Never was
2256 informed.

Q. You don't know anything that transpired in Europe? A. No, sir.

Q. Since that time I assume you have been informed that you are out of the conference? A. Yes, sir.

Q. I understand your information was that some time in September you entered the conference and got out of it some time in February, 1911? A. I received that information from you.

Q. While you were out of the conference prior to 1908, did you have any difficulty in getting passen-

gers? A. Certainly, we had difficulty, it was not such an easy matter.

Q. Did you get your full share? A. We never get the full share, you know.

Q. You always want more? A. We always want a little more.

Q. Now Mr. Straus, you know that prior to the agreement so-called "AA" by the District Attorney, what was the method in which steamship agents did business with the different steamship companies? A. Prior to that? Of course you mean prior to the Conference?

Q. Yes? A. The Conference has been in existence many years.

Q. Well, prior to that? A. And sometimes the Conference would disband due to some misunderstanding between the different lines, then everbody goes out and pays as high as they can, $2 commission, $3 commission, $4 commission, $5 commission, if necessary, and reduces the rates cut the rates as low as $10 to Hamburg; I have seen it—I have reason to say that I know of the rates being as low as $6 to Hamburg net, and $1 to Chicago by the Pennsylvania Railroad, so the passenger could go from Hamburg—

Mr. Dorr: Object to that as not responsive.

Mr. Beers: He is answering it.

The Witness: A party could go from Hamburg to Chicago—

Mr. Dorr: It is not cross-examination.

A. (Continuing.) Go from Hamburg to Chicago for $7. The Pennsylvania Railroad would take $1, the Hamburg Line would take $6.

Mr. Spooner: How much profit was there in that?

The Witness: I suppose there was $7 profit.

2260

A. (Continuing.) There was no profit.

Mr. Beers: Do you desire to strike out the answer of the $7 profit?

The Witness: Yes, sir.

Mr. Dorr: Let it stand.

The Witness: In fact there was a loss I believe to all of us.

Q. Well, what was the object of these steamship lines getting together?

Mr. Dorr: I object; the witness has not testified to anything like that on direct.

2261

Q. What was the result of this competition which reduced the rate to $7 to New York?

Mr. Door: I object, the witness is not properly qualified as such and not relevant to anything on direct.

A. Well, naturally, that would be the cause of bringing people together; instead of losing money, building ships, if you have an interest in your stockholders, you naturally have to get together and raise your rates to such a point where you can make money; or some lines would have to drop, the weakers ones would have to drop out of the game.

2262

Q. Have you always been agent for some of the railroad companies? A. Yes.

Q. Which lines? A. I represented as general agent up to March 1st, the Lackawanna Railroad, the Lehigh Valley Railroad; prior to that I represented the West Shore Railroad under Mr. Charles E. Lambert; prior to that I was passenger agent of the New York Central.

Q. Prior to the Russian East Asiatic Steamship Company, Limited, entering the Conference in 1908, did you receive the commercial allowance from the railroads? A. Yes.

Q. Although you were not a member of any agreement at that time? A. I believe we received the commercial allowance up to Chicago and beyond Chicago, in a great many instances we received more than the Conference lines received.

Q. You are sure of that? A. I am quite positive.

Q. So that the agreement between the Conference Lines and the railroads did not injure your competition? A. It benefited it in certain districts and territories.

Mr. Burlingham: In response to the request of the District Attorney made on Thursday, the 27th, ultimo, I produce from the office of the Conference in New York, reports of the Trans-Atlantic Passenger meetings for the years 1899 to 1905 inclusive. 2264

Marked respectively Exhibits 209, 210, 211, 212, 213, 214 and 215, for identification.

I also produce minutes of the Standing Complaint Committee of the Continental Conference, No. 145, January 17th, 1907, to No. 166, May 12th, 1908, which according to my information was the last meeting of this committee ever held.

Marked Exhibit No. 216 for identification.

I also produce circulars of the North Atlantic Passenger Conference Circular No. 1, Rules and Regulations of the Conference, relating to steerage passengers to all agents, dated New York, July 20th, 1906. 2265

Marked Petitioner's Exhibit No. 217 for identification.

I also produce Circular No. 3, of the North Atlantic Passenger Conference, to all agents, dated New York, May 1, 1906.

Marked Petitioner's Exhibit 218 for identification.

2266 I also produce Circular No. 4, of the North Atlantic Passenger Conference, dated April 17th, 1907, advising that the Donaldson Line of Montreal, had become a member of the North Atlantic Conference.

Marked Petitioner's Exhibit No. 219 for identification.

I also produce circular No. 5 of the North Atlantic Passenger Conference, dated May 6th, 1908, instructing agents not to book via Genoa or Naples third class passengers destined to Continental points.

Marked Petitioner's Exhibit No. 220, for identification.

2267 I also produce circular No. 6 of the North Atlantic Passenger Conference dated September 2nd, 1909, advising agents that the Canadian Northern Steamship, Limited, had become a member of the North Atlantic Passenger Conference.

Marked Petitioner's Exhibit No. 221 for identification.

I also produce circulars Numbers 1 to 21, third series, of the Continental Conference, ranging from April 14th, 1887, to February 9th, 1909.

Marked Petitioner's Exhibit No. 222 for

2268 identification.

I also produce minutes of meeting of the North Atlantic Passenger Conference held in New York, April 23rd, 1896.

Marked Petitioner's Exhibit No. 223 for identification.

I also produce correspondence between the American Atlantic Conference or Lawson Sandford and H. A. Eschenburg, H. C. Claussenius & Company of Chicago in relation to

matter of Zinner, Bock & Company of Chicago, the letters being dated March 11th, 1909, to May 1, 1909. 2269

Marked Petitioner's Exhibit No. 224 for identification.

The secretary of the conference informs me that he has made a careful search and finds no copies of any of the minutes of meetings held in Europe by the Atlantic, Continental or Mediterranean Conference during the years 1907, 1908 and 1909; further that he has made a careful search and finds no copy of any agreement between the Russian-American Line and the Atlantic Conference admitting the Russian-American Line as a member, dated about September 1, 1908. 2270

Further that he has made a careful search and can find no copies of minutes of meetings of March or May 25th, 1908, of defendant lines held in London.

Adjourned until July 2nd, 1912, at 10:30 o'clock A. M.

2271

2272 *Max Straus*

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others,
2273 Defendants.

Before: Charles E. Pickett, Esq., Examiner.

New York, July 2nd, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by
2274 Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for The Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for The Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for Russian East Asiatic Co., *et al.*

2275

MAX STRAUS, recalled:

Cross-examination by Mr. Bullowa:

Q. When you became agent for the Russian East Asiatic Steamship Company, Mr. Straus, they had the Estonia, Lithuania, Korea, Birma and Arconia? A. Yes, sir.

Q. What happened to those steamers? A. They are practically out of the trade. We have other steamers which we have built since then, twin-screw express steamers Russia, Kursk and the steamship Czar.

Q. Does that include the accommodation for the passengers? A. Oh, my, yes; a great deal of difference between accommodations on new steamers built now for the trade and the old antiquated steamers. 2276

Q. Is that one of the results of entering the conference?

Mr. Dorr: I object as calling for a conclusion.

Mr. Bullowa: Cross-examination; go ahead and answer the question, Mr. Straus.

A. I should not wonder.

Q. What other class of passengers does your line bring over? A. From the other side?

Q. Yes? A. Fifty per cent, we might say forty per cent of the class of travel that we bring from Russia to America, are Hebrews and sixty per cent are gentiles if that is what you mean. 2277

Q. Yes; now in connection with bringing the passengers, are there any Russian regulations regarding passports? A. Oh, yes.

Q. What are those regulations? A. The passengers coming from Russia to America going with our line, each and every passenger must have a passport.

Q. That the Russian subject comes through Germany on the same passport requirement? A. Yes, sir.

2278

Q. They have to have the same? A. Yes, but a great many go over the border line without a passport.

Q. They cannot go on the steamer without a passport? A. They must have a passport. The only way to receive a passport, the police department of Russia must have nothing against the person before they can get a paper, which will give them the privilege to go to America, showing that their records must be entirely clear; otherwise they would be refused.

Q. Now while you were out of the conference, prior to 1908, I assume you were fighting with all the lines and with every one? A. Oh, yes, that was natural.

2279

Q. That lasted I assume up to about September, 1908? A. Yes, sir.

Q. And it began when you became agent for the line? A. You mean the fight?

Q. The fight? A. Yes, sir.

Q. Now was that demoralizing the agents? A. Well, it was to a certain extent.

Q. I suppose you were trying to subdue conference agents? A. I think we did subdue them. We would offer conference agents if possible more commission than we would give our own agents, in order to induce them to put some of their business over our line.

Q. Do I understand correctly that these conference

2280

agents represented all lines? A. Conference agents generally represented all the lines.

Q. They were not allowed to recommend any one line, were they? A. If a purchaser goes before a conference agent to purchase a ticket if it is a respectable decent conference agent, which the most of them are, he will not suggest a line to the purchaser, but will allow the purchaser to select his own steamer and line.

Q. That is he cannot be an advocate of one line? A. He cannot put one steamer against another and say this is a better boat, that is a better boat; he must permit the purchaser to select.

Q. That is the idea of the conference agent? A. That is the idea of the conference agent. If he does not do that, he is liable to disqualification or fine.

Q. The idea of the conference is to build up in the form of agents, ticket offices throughout the country, joint ticket offices? A. Something of that kind, yes, sir.

Q. Now, prior to this idea was the demoralization among the agents? A. Yes, sir.

Q. Describe it? A. Well, passengers could buy tickets at almost any price. Some agents received $2 commission, some received $3; some received $4. No particular restriction whether the agent would give the passenger part of the commission or not. We did not care. What we wanted was heads that is all, regardless of revenue.

Q. Well, did you have runners? A. Broadway was full of runners the depots were full of runners.

By Mr. Spooner:

Q. At what time? A. In 1907, six and seven. A runner could get just as much commission as the ticket agents in any of the offices.

By Mr. Bullowa:

Q. What were these runners supposed to do? A. Oh, they were sort of body snatchers.

By Mr. Spooner:

Q. Ran people aboard your ship? A. Ran them into the office and booked them.

By Mr. Bullowa:

Q. Well, was it the same condition that existed with the railroads prior to the railroad association? A. Yes, sir; before the Western Passenger Association was established or arrangements made with the steam-

2284 ship companies, the commissions were so high, the demoralization was so great that if you sold a ticket to an emigrant to any person to Minnesota, you received as high as $6 to $7 commission on a rate where the western lines received only $11.50; they paid from $6 to $7 commission on that ticket. The commission on a ticket from New York to Colorado, Wyoming, Utah, was as high as $10 and $12. I have paid as high as $17 myself commission on a San Francisco ticket when I was in the railroad office, in connection with the steamship business.

2285 Q. Was that what made the railroads agree on having the office below Rector Street? A. That was not the reason.

Mr. Dorr: I object to that.

Q. Is there an agreement regarding the dead line? A. Yes, sir, there is a presidents' agreement.

Q. What was the reason for that agreement? A. Demoralization of the immigrant rates by the immigrant agencies as I understand; the presidents of the different railroads decided there should be no railroad office south of Rector Street.

Q. Well now, with your experience, in and out of the conference, are the conference regulations as far

2286 as you know them reasonable?

Mr. Dorr: I object to that.

A. Very reasonable.

Q. Are they necessary and essential for the preservation of reasonable rates and regulations for the steamship passenger business? A. The conference does not make rates; they simply regulate the agent in New York.

Q. You are talking of the New York regulations? A. Yes, sir, I know nothing of the other side.

Q. New York conference? A. Yes, sir.

Q. You are not speaking of the "AA" ageement? A. I am not speaking of the conference on the other side.

Q. You know nothing about that? A. No.

Q. Your idea is that you are instructed to live in harmony with the other companies? A. That's my instructions.

Q. To live in harmony with the different companies that are doing business? A. That our company simply wishes to live in harmony with their competitors.

Q. Without any agreement as far as you know of? 2288
A. Without any agreement as far as I know of now.

Q. And I assume your attitude toward the Uranium Line is that you don't know who the substance is behind the shadow? A. My personal attitude, I received instructions from the other side whenever I make a rate against the Uranium Line.

Q. I assume you understand that the Uranium Line is the Canadian Northern Railroad, as far as your information is?

Mr. Dorr: I object as to whether he has any information.

Mr. Spooner: Everybody else had.

A. I have always so understood. 2289

Q. I suppose from the same information that is had that the Canadian Pacific and Canadian Northern have somewhat of a controversy? A. That I couldn't say just now. I believe the Canadian Lines are in the steamship business as well as in the railroad business, which is different from the Trans-Atlantic Lines. The Canadian Pacific Railway have a Canadian Pacific Steamship Company who competes against all of the New York steamship companies, as well as having their own railroads from Montreal through to the Pacific Coast.

2290

Q. I suppose your line is not anxious to enter into a controversy with the railroads or get into the railroad wars, which the railroads are having among themselves? A. No, we do not care to get into any controversy, except tend to our own business.

Q. Now regarding the rates which your line maintains do you consider those reasonable rates? A. Yes, sir.

Q. Are the rates made in accordance with what the traffic will bear or in accordance with what is fair remuneration for the capital and expense.

2291

Mr. Dorr: I object, entirely unqualified.

A. I think our rates are fair; in fact I believe our rates should be higher than some of the other lines.

Q. Why so? A. Because as I said before, we carry quite a number of Hebrews, particularly those of the orthodox religion and they will only eat a certain class of food called kosher. We therefore have on board of our steamers a mash giach, which is a sort of a rabbi. As I said before the mash giach's duty is to look after the food, meats and such things that are aboard, not alone in this country, not alone in Russia, but also here and there are certain slaughterhouses here, such as Schwartzschild, who have this kind of

2292

meat, called kosher and that costs from one, two and three cents a pound more than any other kind of meat, because it has to be cured, put in salt twenty-four hours and it wouldn't pay us to have two different kinds of meat on the ship, so we give the benefit of this kosher meat to all of our passengers, and therefore, I think it costs us more than any other line to feed our passengers.

Q. And is your passage from New York longer? A. Yes, sir, it is longer.

Q. Now when the line first was instituted between New York and Russia, was it the custom to follow

2293

that direct route, or was it accustomed to go by way of other ports? A. The traffic from Russia before our line was established, there was a line in existence called the Russian Volunteer Line. They always carried a number of passengers, not alone from Russia to America but also from America to Russia. In fact the steamers were mostly always full.

Q. Do you know whether they went out of the business?

Mr. Dorr: I object.

2294

A. I think they went out of business, because they did not care to maintain, have an agency here, after going full backwards and forwards, making no money, the rates seemed not to pay them, so they decided to quit the business. That I have from very good authority.

Q. Do you know why they did not make money? A. Because their rates were low.

Q. Was there internal trouble? A. No, no. You know the Volunteer Line is not a line that you could say they could bust, because it belongs to the Government.

Mr. Dorr: Objected to as not responsive.

2295

A. There were no dividends to pay, no stockholders pay and still they decided of their own accord to go out of business. You could not force them if they did not want to go out.

Q. Were you forced into any conference? A. No, sir.

Q. Was it a voluntary act? A. Yes, sir.

Q. It was your advice as I understand, Mr. Straus, that it would be better to agree regarding control of agents here than to educate an entirely new body of agents? A. The decent respectable agents of the reliable companies the reliable agents were all conference

2296 agents and we would like to have the benefit of that particular agency and that is the reason we asked for admission into the conference here.

Q. But you were getting your share of the business? A. But we had to deal with a very peculiar class of people.

Q. You were taking unwarranted risk? A. We had to, had to take certain risk because some of them were not reliable.

Q. That is financial risk? A. Yes.

Q. You mean as agents? A. As agents.

2297 Q. Unreliable that they would sell tickets and you didn't know whether you would get the proceeds of the tickets in every case? A. We had to chase them pretty hard to get the money.

Q. In some cases you did not get your money? A. In some cases we did not get our money.

Q. Then you can safely state that the Russian Volunteer Fleet was not driven out by reasonable competition? A. I feel quite sure that they were not.

Mr. Dorr: Same objection.

2298 Q. Did you ever hear the witness Fourman tell you that while he represented the North West Transport Line, that he was afraid to turn over the proceeds of prepaid tickets to the North West Transport Line, because of the character of the line? A. Well, I would not put it that way.

Q. Put it in your own way then? A. The reason that C. B. Richard & Company retained the money here for the prepaid tickets, was because they felt in case the line did go out of business that they would have the money here to refund to the purchasers and they would only pay such money to the Company when they forwarded the passenger from the other side.

Q. If they turned it over to the line, they were afraid that they would not secure the money back to

repay to the purchaser? A. They felt responsible, as I understand it.

Q. In case the sailing was not made, in the case the person did not come? A. Yes.

Q. Who told you that? A. Mr. Fourman told me that I believe and I am quite certain Mr. Oscar Richard told me that himself.

Q. Have you ever contributed to the control stations abroad? A. No, sir.

Q. Not necessary for your line to do it? A. We have nothing to do with the control stations.

Q. Your passengers come direct? A. Our passengers come direct.

CROSS-EXAMINATION by Mr. Spooner:

Q. I want to ask you one question: If there were no understandings such as is complained of here among the steamship companies that each line was competing with the other line, what would become of your business, your company? A. Be so demoralized I suppose that we would have to seek other channels.

Q. That is, unless there were some understanding or arrangement, you would go out of business? A. Some sort of understanding as the railroads have had amongst themselves in this country.

By Mr. Bullowa:

Q. You consider that the understanding among the steamship companies is protection to the weaker steamship lines? A. Just as much.

Q. It is mutual protection against the state of absolute unlimited competition? A. Yes.

Q. And in your experience there has been no restraint in competition; the rates have so fallen that none but the strongest would survive.

2302 *Max Straus*

Mr. Dorr: I object to that; the witness is entirely unqualified.

A. The rates will show that.

Q. Your experience has gone back twenty-five years? A. Yes.

Q. And you have lived through several rate wars? A. I have been through them all.

By Mr. Beers:

Q. Mr. Straus, is the present conference existing between the lines similar in character to the agreement
2303 which exists between the railroads in the United States?

Mr. Dorr: Objected to as entirely immaterial and irrelevant.

A. Yes.

Mr. Dorr: The witness is not sufficiently qualified to testify as to what the railroad agreement is.

Q. Have you represented railroads in your business for a considerable period of years? A. Yes.

Q. How many years? A. I could go back twenty-four or twenty-five years. The first railroad we repre-
2304 sented was the Northern Pacific, with the land and immigration agents of the Northern Pacific Railroad. Our business was to arrange to put settlers on the line of the Northern Pacific Railroad, particularly Scandinavians.

Q. Have you represented other railroads? A. Yes, sir.

Q. What railroads? A. I represented the New York Central as the passenger agent in New York, some twenty odd years ago, and I represented the West Shore Railroad under Mr. Charles E. Lambert, the general passenger agent.

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Q. Any others? A. And I was appointed by Mr. B. D. Caldwell, general agent of the Lackawanna Railroad, up to March 1st of this year and also represented the Lehigh Valley Railroad. I was appointed by Mr. Jarvis, vice-president of the Lehigh Valley Railroad.

Q. Have you also sold tickets over most of the railroads operating west of New York? A. Yes, sir; I have also represented the Western Passenger Association in an advisory capacity for three years in New York.

Q. What is the Western Passenger Association? A. The Western Passenger Association consists of lines west of Chicago. 2306

Q. All the lines? A. All the lines operating West of Chicago.

Q. With what subjects did that association deal? A. With the first, second and this class business; also theatrical business, tourist business, mileage books and things of that kind.

Q. The immigrant business? A. Yes, sir.

Q. Has your business been connected with the railroads for the last twenty-five years? A. Yes, sir.

Q. Continuously? A. Continuously.

Q. Down to the present time? A. Up to March 1st, 1912. 2307

Q. Have you during the past twenty-five years been familiar with the manner in which the business of transporting immigrants in the United States has been transacted on railroads? A. Yes, sir.

Q. Do you know whether or not there has been and is a railway pool among the passenger lines operating west of New York, with respect to carriage of immigrants arriving at the Port of New York?

Mr. Dorr: Objected to as immaterial and irrelevant; it cannot have any bearing on the case.

2308

A. You mean railroads west of New York?

Q. A government pool? A. West of New York?

Q. West of New York? A. There is a division of seven trunk lines which start from the port of New York west, and either under an agreement reached either February 1st or March 1st of this year, each trunk line receives an equal share.

Mr. Dorr: Is that agreement you are testifying to in writing?

The Witness: That I don't know, sir.

Mr. Dorr: Produce the writing before sec-
2309 ondary evidence as to its competency is offered.

By Mr. Beers:

Q. Do you know whether in fact the immigrants arriving at the port of New York and proceeding thence westward are divided among the trunk lines operating west of New York in accordance with some agreement or pool? A. Yes, sir; I do know they are.

Mr. Dorr: Same objection as to its materiality.

Q. How long has such an agreement, or how long has such agreement been existing to your knowledge?
2310 A. For the past many years; I couldn't say exactly how long.

Q. And is it a fact to your knowledge that for many years past the immigrant arriving at the port of New York and then proceeding westward have been apportioned among the railroads in accordance with an agreement between the railroads?

Mr. Dorr: The same objection.

A. Yes, sir. I would like to say the Interstate Commerce Commission know all about it and have agreed to it.

2311

Mr. Dorr: I ask that be stricken out as something to which this witness is certainly incompetent to testify to.

Q. You recall do you not Mr. Straus the investigation by the Interstate Commerce Commission about the year 1904? A. Yes, I think it was around that date.

By Mr. Spooner:

Q. Search your memory a little and tell us, Mr. Straus, if you can, how far back your knowledge goes that that has been the distribution of traffic going west from New York. A. I can only tell you what I understood from very good authority that the first and second class business out of the port of New York was under arbitration I think of Albert Fink many years ago who was then commissioner.

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Q. How many years ago? A. I think it was about twenty, odd years ago, whereby he, I think, as arbitrator decided what percentage each trunk line should receive on first and second class business out of New York.

Q. Well that does not take in immigrants? A. And whatever percentage or proportion of the first and second class business that they fell short of they received so and so many more immigrants to make up the shortage.

2313

Mr. Bullowa: Compensation and—

The Witness: I don't know what you call it; whether it is compensation, but they did not receive it in money, but received it in passengers which is the same as money.

By Mr. Beers:

Q. There was in fact proportioned immigrant traffic west of New York to your knowledge and there has been for a considerable period of years past? A. Yes, sir.

2314 Q. Has that been a matter of common knowledge among railroads and steamship agents in this city?

Mr. Dorr: Objected to as purely immaterial.

A. As I understand the railroad people have so stated this to the Interstate Commerce people themselves.

Mr. Dorr: Objected to as to what the witness's understanding is; incompetent and irrelevant.

By Mr. Bullowa:

2315 Q. Mr. Straus, there is another question: As I understand it the Russian Volunteer Fleet did not make any serious effort to send first class passenger or freight; confining itself almost entirely to the steerage business? A. That I could not say. I was not familiar enough with the way Messrs. Richard & Company handled the first or second class business.

Q. Of course, any line to do any reasonable paying business, and to be on a reasonable paying basis, must take both freight and steerage business? A. Must have different classes.

Mr. Dorr: Objected to as leading and he is
2316 not qualified as an expert.

Q. I understand, Mr. Straus, the steerage passenger business moves at different times than the freight business?

Mr. Dorr: I object to Mr. Bullowa's understanding being embodied in record in this way.

A. In certain seasons of the year, there are more steerage passengers travel than at other seasons. It is a sort of a supply and demand. If there is plenty of work here, plenty of passengers come here; if there is no work here, a great many of them go back.

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Q. That is, the steerage business is an index of the prosperity of this country? A. Yes, sir.

Mr. Dorr: I object to all this line of examination as the witness is incompetent to testify, as to qualifications, irrelevant and immaterial.

The Witness: But it is absolutely true, Mr. Dorr.

Q. When is the heaviest immigration from this country? A. If you speak of Scandinavians, I will tell you round Christmas.

Q. On the Russian Line? A. On the Russian Line generally spring and about the holiday season, Christmas and New Year's.

2318

Q. When is the heaviest emigration to this country from Russia on your line? A. The farmers come on our line and generally go to the west, while the majority of other emigrants who come on our line are more tickets that have been sold here of passengers that have been here, sending for their wives and families when they have become prosperous or decided to become citizens.

Q. I mean what is the season of the heaviest immigration? A. It is a very difficult question to answer, seasons, because it goes by prosperity more than anything else.

Q. And financial conditions? A. Yes, sir.

2319

Q. Now, without some conference agreement, some arrangement between the lines, would it be possible for the lines to build up the present fleet of steamers, differing from your own fleet and retain the regularity of service? A. I don't think it would be possible.

Mr. Dorr: I object as it is the witness's conclusion without having qualified as an expert. It does not appear he has any knowledge as to the financial operations of his line; he is merely a passenger agent on this side of the water, without being acquainted with the affairs of his

2320 country, even the agreement under which they are operating with other lines.

Q. Mr. Straus, when there is a sailing of some line that materially reduces the rates in a certain week, does that affect all the steamship lines? A. Yes, sir; for instance, there would be a fighting steamer sail on Thursday, every steamer of that particular week would go out practically with no steerage passengers, because everybody rushes towards the fighting steamers or the low priced steamers and all steamers, if it is Thursday, that follow Friday and Saturday up to Tuesday
2321 suffer on account of that particular steamer that goes ahead.

Q. So the sailing of a steamer with a nominally low rate hurts all lines? A. Yes, sir.

Mr. Dorr: I object to the form of that question.

Q. What effect has the sailing of a steamer with a low rate on the other lines, sailing about that time? A. As I said before they carry hardly any third class steerage passengers, due to the cheap rates, where the public will go to the cheap rate boats in preference to the others, because they can save so much money.

2322 Q. To maintain a reasonable rate for the transportation of steerage passengers, is it necessary and essestial for the line to have a number of steerage passengers on the sailing?

Mr. Dorr: I object to the question on the ground that the witness is not qualified.

A. You will have to have a large number of passengers in order to make any profit out of a rate like $20. The ship must be practically full. A fair reasonable rate in my judgment for a third class passenger would be from $35 to $40.

2323

Mr. Dorr: I object to that as not responsive, volunteered and not qualified.

By Mr. Bullowa:

Q. Now, if the competitive steamer sails with a large number of passengers at a low rate, it means that the other lines sailing in that week suffer if they maintain the old rate, the high rate? A. They would receive no money. If you turn to Sandford's statistics, their weekly sheets show the sailings every week. For instance, we had a steamer I believe went out last Thursday with 1,218 steerage and the Pennyslvania which followed, I believe, two days later had fifteen steerage, so we captured everything that was in sight and the other steamers got nothing.

2324

Q. So that anybody coming into the business, with any kind or type of old tramp steamer and making a sailing from this country to Russia or *vice versa*, would secure the business?

Mr. Dorr: Objected to as not based on the evidence.

A. If he put in these low ruinous rates.

Q. Then it would not be possible for steamship lines to maintain the present type of steamer and regularity of sailing, consisting of a steamer almost every day? A. I don't think it would be possible for them to keep it up.

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Mr. Dorr: Objected to; the witness is not qualified.

Q. That is what the object of the maintenance of reasonable rates throughout the year is, to maintain a regular sailing? A. That is the object.

Q. That is, in certain seasons of the year you are obliged to sail steamers that are not paying? A. Regardless of how many passengers are there, the steamers will go out on time, whether it pays or not.

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Q. You maintain them whether they pay or not; you keep and honor the schedule whether it pays you or not? A. Yes, sir.

Q. And a company coming in the business without any regular schedule can put on steamers in the seasons of the year where the immigrants are moving, without regard to the other seasons? A. They can if they wish to.

Q. And that has been the experience of these lines that have not owned vessels or maintained regular officers? A. I don't want to say anything about their experience, only my experience.

2327

Q. I mean that has been your experience with these outside lines? A. I was an outside line once myself.

Q. Mr. Straus, as I understand it today, you are competing with the other members of the so-called conference, for the traffic?

Mr. Dorr: I object to that on the ground that there has been no such testimony heretofore.

A. Yes, sir; we are competing just as much today as we ever did in our lives for every passenger we get.

Q. That is, you try to get them all? A. We try to

2328

get the business.

By Mr. Spooner:

Q. Try to get them on the ship? A. Yes, sir; that is what we are paid for.

RE-DIRECT EXAMINATION by Mr. Dorr:

Q. Now, Mr. Straus, with regard to this conference, you regard it as something of great advantage to your line, do you not? A. I think so.

Q. Why did you leave it? A. I never left it.

2329

Q. Why did your line leave it? A. I wasn't the passenger agent of the line when you said they left it.

Q. Are you in it now? A. Yes, sir.

Q. You are in the conference now? A. Yes, sir; in New York.

Mr. Bullowa: As I understand it, Mr. Straus, they are not in any agreement—

Mr. Dorr: I am willing to take Mr. Straus' word on the matter.

The Witness: I wanted to read you something, Mr. Dorr, that I had over the telephone, but you have not permitted me to do it yet.

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Mr. Dorr: We will let Mr. Bullowa testify himself as to any matters he desires to put in evidence.

Q. Now, Mr. Straus, are you prepared to say positively that there is no arrangement between your line at the present time and the other conference lines as to the division or pro-rating steerage traffic in the North Atlantic? A. I don't know anything about prorating steerage passengers as far as I am concerned.

Q. Well, if you don't know anything about it, I think you answered the question. A. I can state it positively as far as I am concerned.

Q. You know nothing about it? A. I know nothing about a division.

2331

Q. You know nothing about as to whether there is still such an agreement in existence? A. I have never seen any agreement; there may be an agreement in existence, but I have never seen it.

Q. You testified as I recall in answer to Mr. Bullowa's question, that your line was not forced into the conference that it was amply able to take care of itself; did you not so testify? A. I stated that our line was not forced into the conference.

Q. Did you not also state that it was amply able to take care of itself and that you knew that you could

2332 continue doing business? A. Yes, sir; I hope so.

Q. Now, at that time, you were charging what rates to Libau prior to your joining the conference? A. If you can give me some records here, I could tell you, but the rates change so often that it would be very difficult for me to tell you offhand what rates we charged to Libau.

Q. Well, we will get your best recollection first, and then perhaps we can go into it a little more in detail? A. Possibly we charged I think as high as $27, $28, $29 or $30 to Libau.

Q. What did you charge after you went into the
2333 conference? A. We charged $30, $31, $32, $33 and I think $35.

Q. What do you charge now? A. We charge now to Libau steerage or third class $35.

Q. And from Libau, an increase of how much in the rate? A. From Libau, I think we charge now $45.

Q. $45? A. Yes, sir; plus $4 head tax for the United States Government.

Q. What did you charge before you entered the conference? A. I think we charged $32, $35, $36 and $37; I cannot exactly tell you.

Q. Did you say you never charged under $30? A. We might have charged under $30, but I don't exactly
2334 remember; I shouldn't wonder if we did.

Q. Do you keep a statement? A. Yes, sir.

Q. Of the accounts, of the voucher, each voucher of your ship or ships? A. Yes, sir; you have got them here.

Q. Do they give the disbursements for each voyage? A. I have nothing to do with that. I understood you meant if I keep amounts and accounts of the voyage of the ships, for the passenger tickets.

Q. You keep no figures as to the disbursements? A. No, sir.

Q. For each voyage? A. No, sir.

2335

Q. Have you seen such figures? A. No, sir.

Q. Haven't made any study of them? A. Oh, I have an idea of them.

Q. Do you know whether such accounts are kept in the freight agent's office? A. They keep certain accounts in the freight agent's office; yes, sir.

Q. Do they keep a record of the disbursements and receipts for each voyage? A. What they pay out; yes, sir.

Q. Do those accounts include the expenses for the voyage of the ship? A. Partly, I suppose.

Q. What expenses do they not include? A. Oh, 2336
they would not include I suppose coal; they would not include stevedoring; they would not include baggage; they would not include hundreds of things possibly.

Q. Who pays those expenses? A. The company have their contracts on this side with certain people.

Q. Who makes those contracts? A. One of the managers of the company comes over here once or twice a year.

Q. Where are those contracts kept? A. I don't know.

Q. That information is not on this side of the water? A. I don't think so.

Q. You have not seen it? A. I have not seen it.

Q. Are you familiar with the rates charged for 2337
freight? A. No, sir.

Q. Are you familiar with the receipts from freight? A. No, sir.

Q. Are you familiar with the expenditures for freight, expenses of the company for freight? A. I know about what expense the company has but am not exactly familiar with it.

Q. Do you know the company's expenditures for insurance? A. It is very high, but I don't know how much it is.

Q. You mean the rate is high? A. No; I know they pay a lot of money for insurance.

2338

Q. You don't know how much it is? A. No; one of the managers told me our insurance is very high.

Q. That is all you know about it? A. Yes, sir.

Q. Simply he told you it was very high? A. Yes, sir.

Q. You don't know anything about the freight rates either way? A. Oh, I have an idea.

Q. Do you keep track of the amount of freight carried by your ships? A. I don't keep track of it, but I know about what they receive.

Q. Do you know whether there is any agreement as to freight rates between your line and other lines?

2339 A. I don't know anything about that at all, sir.

Mr. Spooner: Now, that is objected to. I move to strike it out; not within the issues made by the pleadings, neither re-direct or cross-examination.

Q. Do you know whether there is any agreement between your line and other lines as to freight rates?

Mr. Beers: I object to that as not within the issues.

A. I don't know anything about freight.

Mr. Spooner: Same question exactly, I ob-

2340 ject to it.

Q. You don't know? A. No, sir.

Q. Do you know whether there is any agreement between your line and other lines as to pro-rating of the freight traffic, either eastbound or westbound.

Mr. Beers: I should like to inquire whether the Government claims this is within the issues raised by the petition.

Mr. Spooner: Same objection.

Mr. Dorr: The principal object here, Mr. Beers, is my cross-examination of the witness's competency to answer the questions which have

2341

been put to him on the direct, certain question. I can see that this has a very direct bearing on certain questions that have been answered. I do not think I should be compelled to state it at this time.

Mr. Beers: The questions which you asked this witness on a previous examination had to do as I understand, entirely with passenger traffic and for that reason I think we are entitled to know whether the Government claims the issues extend to any issues as to freight.

Mr. Dorr: I think it is clearly competent in cross-examining this witness on his testimony as to the necessity for an agreement such as has been testified exists here in the passenger business, to ascertain whether there is any such agreement for freight. 2342

Mr. Spooner: Same objection as before.

Mr. Beers: All this is subject to the stipulation.

A. I don't know anything about it.

Mr. Dorr: I suppose that same stipulation applies to the Government's objections. As I understand it we must make an objection and we can later insert the grounds, but we cannot insert objections. 2343

Mr. Beers: My understanding of the stipulation is that all objections are reserved except as to the form of the question and that they might be inserted at any time in the record. The objection as to the form of the question must be made at the time.

Mr. Dorr: If that is what we agreed upon that is entirely satisfactory, but I was making a number of objections because I was afraid I would not be able to insert the grounds unless I did state the reasons for the objections.

2344

Q. Do you know of any agreement between your line and other lines as to the division of freight traffic, pro-rating it among the lines?

Mr. Spooner: Same objection.

A. No, sir.

Q. You stated Mr. Straus, on Mr. Bullowa's examination, that at the time that you were out of the conference, you obtained a larger commercial allowance than the lines which were in the conference, was that true? A. Yes.

Q. From what lines did you obtain that larger com-
2345 mercial allowance? A. I said in certain sections, in certain territories.

Q. What are the lines that paid you that larger commercial allowance? A. Must I answer that question?

Q. You must? A. We have in the city what we call the first ward, that is the term that is given to the outside agents in the first ward, that is the section from Rector Street to the Battery, the Dead Line; we have outside agents that represent certain lines and when our passengers arrive at Ellis Island, the Trunk Line Association pays up a commission up to Chicago; the outside agent which we happened to be also, one of them at one time in certain sections of the country
2346 would allow us from fifty cents to a dollar more than the regular ten per cent commission allowed to the steamship companies. Therefore, I stated we received at times more.

Q. Was that in violation of their agreement with the steamship companies? A. The outside agent had no agreement with the steamship companies; they had an agreement with the railroad companies.

Q. What was the name of the outside agent who used to allow you this additional allowance? A. Well, is it right and fair for me to state that?

Q. Yes, we are testing your recollection? A. Peter McDonnell.

2347

Q. And Peter McDonnell—you dealt with the railroads then through Peter McDonnell? A. Dealt with the trunk lines directly; we dealt also through Peter McDonnell.

Q. When you obtained this extra commercial allowance you were dealing through Peter McDonnell? A. When we got the extra commercial allowance, we dealt, of course, through Peter McDonnell.

Q. And Peter McDonnell did not deal with the road substantially as your representative, did he; he proposed to be acting for himself, did he not? A. I don't know anything about his arrangements with the road.

2348

Q. What is your understanding, Mr. Straus, on that point? A. It would only be guesswork on my part.

Q. We have had considerable of that; now let us have it on this point? A. Well, I believe—

Mr. Beers: I object to the form of the question.

Mr. Dorr: I will reframe the question.

Q. What is your guesswork on this point?

Mr. Bullowa: I object to that as clearly objectionable, what the guess is.

2349

Q. What is your understanding about the matter, Mr. Straus? A. Well, I understood that Mr. McDonnell had a number of very good arrangements with the railroad companies and it took many years of Western Passenger Association before they could break these arrangements and today he is salaried by the Trunk Line Association.

Q. Mr. McDonnell? A. Yes, sir; in order to keep off the grass.

Q. Then it is a fact, is it not, that Mr. McDonnell, that you understand it that Mr. McDonnell did not ostensibly represent you in dealing with these railroad

2350 lines and getting this allowance? A. I don't know what you mean by did not represent us; McDonnell represented himself.

Q. And in dealing with the railroads, he purported to represent himself and not to be acting as agent for you? A. I don't know.

Q. What is your understanding? A. I don't think that is necessary.

Q. What is your understanding?

Mr. Bullowa: You can have an understanding, Mr. Straus, or did you accept it as a fact?

The Witness: Of course, if I answer the question
2351 it is purely guesswork again.

Q. What is your understanding?

By Mr. Bullowa:

Q. Did you have an understanding, if you did have one? A. I never thought that far about that particular transaction.

By Mr. Dorr:

Q. Thinking about it now, what is your understanding? A. I don't think the railroad companies care whether he represented me or not; they wanted the business.

2352 Q. Now, answer my question if you will, Mr. Straus? A. It is a very hard question, Mr. Dorr.

Q. So it seems; do your best? A. I shouldn't wonder that the railroads didn't know anything about it, I don't think they cared.

Q. You don't think they knew anything about it? do you? A. I don't think they cared about it.

Q. You don't think they know anything about it? A. I don't think they knew or cared about it.

Q. Will you answer the question as put; do you think they know about it? A. I don't think they knew or don't think they cared about it.

2353

Q. Mr. Straus, will you kindly answer the question? A. Do you wish me to answer?

Q. I wish you to answer that as put to you and nothing else? A. Let me have the question again.

Q. Do you think that the railroads knew about this matter? A. Possibly they did.

Q. Do you think that they knew?

Mr. Spooner: That is merely asking him for his opinion, whether he knew it or not.

Mr. Dorr: It is asking him for his understanding of the situation, you gentlemen having presented h[illegible] as an expert in this matter.

2354

A. I don't know whether they did or not.

Q. Well, I asked what you think? A. It is a difficult question to answer.

Q. It was not a difficult question a minute ago, Mr. Straus, when you said three times, as the record will show, that you did not think that they knew, and insisted on adding you did not think they cared; why is it any more difficult now? A. Very well, they did not know, if that suits you better; I will answer that way.

Q. If that is your idea of testimony, Mr. Straus, you are at liberty to answer any way you please.

2355

Mr. Spooner: Don't put that down.

Mr. Dorr: Yes, I insist on having the witness's testimony.

Mr. Spooner: I don't think your characterization is correct.

Mr. Dorr: I do not care about that, but I insist on having the witness's characterization of his own testimony go down.

Witness: I don't think they cared and I don't think they knew.

2356 Q. Has the witness yet answered the question? Do you think that they knew? A. I don't think they knew, no.

Q. Now, the Estonia was a ship of what tonnage, Mr. Straus? A. I don't remember exactly the tonnage; I didn't bring the memorandum with me to show the tonnage of these different ships.

Q. What was the approximate tonnage? A. I think the Estonia is about five thousand tons.

Q. Just one other question on that commercial allowance matter. Did you receive any commercial allowance on eastbound business before you joined the
2357 conference? A. On eastbound, that is from Chicago to New York?

Q. Any point in the United States, eastern? A. Yes, sir. No trouble to get it.

Q. You received that right along? A. Yes, sir.

Q. And from what lines? A. I believe the Wabash Railroad was one of them, Nickel Plate, Grand Trunk, the Baltimore & Ohio; in fact, I believe we received commercial allowances from all railroads except the standard lines, which are the Pennsylvania and the New York Central and their connections, such as the L. S. & M. S., Lake Shore & Michigan Southern.

Q. I want you to be positive about this, Mr. Straus.
2358 Think it over carefully. Are you prepared to say that your line received commercial allowances from the railroads that you have mentioned on eastbound business prior to the time you became a member of the conference? A. I am quite certain we received it; in fact the arrangements with the Central Traffic Association were not in existence when we were an outside line, and everything was go-as-you-please in Chicago when everyone received it.

Q. Was that both west and east of Chicago that you received this eastbound allowance? A. You could not receive it west and east of Chicago.

2359

Q. Did you receive it on traffic which originated west and east of Chicago? A. We are only speaking now from Chicago.

Q. I am talking now about the commercial allowance on eastbound traffic; did you receive a commercial allowance on traffic originating west of Chicago as well as for traffic which originated east of Chicago? A. East of Chicago I could not say that we received that but from Chicago and west of Chicago, up into certain territory, such as the Twin Cities, particularly where there were seven different railroads going into that section of the country, where the competition is great, we received that commercial allowance from the Twin Cities to Chicago.

2360

Q. Then you received the commercial allowance on eastbound traffic only between the United States river gateways and Chicago? A. And from Chicago to New York.

Q. If it originated east of Chicago, you did not receive any? A. If it originated east of Chicago I do not believe we received it, because there was no such arrangement made.

Q. Now you testified that the amounts which the railroads paid in commercial allowances varied from time to time? A. Yes, sir.

2361

Q. At times the railroads have paid as high as thirty per cent have they not of the inland, for commercial allowances? A. It did not go by percentages; it went by flat figures.

Q. Well, weren't they flat figures that amounted in percentages to thirty per cent? A. Amounted sometimes to over fifty per cent.

Q. And the amount of the allowance was determined by the relative strength of the competition between the railroads and the steamship lines for that business? A. It was determined between the different railroad companies in competing with one another.

2362 Q. For the steamship business? A. For the steamship traffic and the labor traffic.

Q. That is the steamship lines controlling, routing their passengers, made the railroads bid against each other for that traffic? A. No, sir; not the steamship lines; the steamship agents and their own agents, at times the railroad agents.

Q. Well, the persons whether they were steamship companies or agents of steamship companies, or independent agents— A. Yes, sir.

Q. Controlled in effect the routing of the steerage passengers, did they not? A. Certain agents con-
2363 trolled the routing of the passengers.

Q. A gentleman like Peter McDonnell controlled the routing of a considerable number of passengers did he not? A. Certain agents.

Q. And the steamship lines controlled the routing of a considerable number of passengers, did they not? A. Certain steamship lines never retained one cent of the commission but paid it all out.

Q. Then answer my question; the steamship lines, certain of them at any rate, controlled the routing of a considerable number of other passengers, did they not, or steerage passengers? A. The steamship lines themselves?

2364 Q. Through their agencies? A. Through their agencies controlled?

Q. Controlled through the routing a large part of the steerage passengers? A. That is true.

Q. Inland routing? A. That is true, too, naturally.

Q. And so that they were able to divert steerage passengers to one road or another as those roads offered the higher commercial allowance? A. Was not used that way, sir.

Q. Were they not able to do that? A. They were and they were not; I can answer it both ways.

Q. Did the railroad which offered a higher commer-

2365

cial allowance ordinarily get the traffic from the steamship agencies? A. Yes, sir.

Q. Now was any commercial allowance allowed on the inland transportation in Europe; did your line receive any? A. The roads are owned by the Government.

Q. Did your line receive any commercial allowance? A. Not that I know of.

Q. You sell prepaid inland transportation from points in the United States to points in Europe, do you not? A. Yes.

Q. And you sell prepaid inland transportation from points in Europe to the point of embarkation do you not, on westbound traffic? A. Yes, sir. 2366

Q. Have you produced certain papers? A. I gave them to Mr. Bullowa, to give to you.

Mr. Bullowa: They are marked for identification. Do you want to offer them in evidence?

Mr. Dorr: I am not going to offer a lot of immaterial things.

The Witness: This (indicating) is a letter I received today, just happens to be on the subject.

Mr. Dorr: Have you any objection to the Government looking at the papers the witness has produced? 2367

Mr. Bullowa: I do not care.

OSCAR L. RICHARD, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Q. Where do you live? A. 46 East 72nd Street.

Q. Are you in business in New York City? A. Yes, sir.

2368 Q. And what line of business are you in? A. Steamship business.

Q. How long have you been in the steamship business? A. Forty years.

Q. That is, you mean by that you have been a steamship agent for forty years? A. Yes, sir.

Q. And during that time what lines have you represented? A. I have represented the Hamburg-American Line, the Union Line, Hansa Line, The Austro-Americano Line, Prince Line, Sicula-Americana Line, Lloyd Italiano that is all that I can remember. Oh, the New York and Continental Line and North West
2369 Transport Line and the Russian Volunteer Fleet.

Q. Now when did you represent the New York and Continental Line? A. When?

Q. Yes? A. I think it was 1907 and 1908.

Q. 1908? A. New York and Continental Line, 1907, I believe.

Q. And at that time was the New York and Continental— A. From April, 1908, to August, 1908.

Q. Was that line at that time a member of the American-Atlantic Conference or not? A. No, sir.

Q. It was not a member of any conference, was it? A. No, sir.

Q. Now, later on did you represent—when did you
2370 represent the New York Transport Company? A. North West Transport Line?

Q. Yes? A. February, 1909, to May, 1909.

Q. During that time was the North West Transport Company a member of any conference? A. No, sir.

Q. And from what time to what time did you represent the Russian Volunteer Fleet? A. From July, 1906, to July, 1908.

Q. And that line at that time was not a member of the conference? A. No, sir.

Q. It was a so-called outside line, was it not? A. Yes, sir.

2371

Q. Now, do you remember what boats the New York and Continental Line sailed during the time you represented them? A. Yes, sir.

Q. What were they? A. The Avoca, Jelunga and Volturno.

Q. And in regard to the North West Transport Company, what boats did they sail at that time? A. The Volturno, Raglan Castle and Uranium.

Q. Did they subsequently get any other vessels? A. Not while we represented them.

Q. Do you know whether they did or not sail any other than those you have mentioned? A. I don't recollect.

2372

Q. Well, what vessels did the Russian Volunteer Fleet have while you represented them? A. The Russian Volunteer Fleet had The Kherson, The Petersburg, The Saratov, The Moskowa and The Smolensk.

Q. Were these vessels of the Russian Volunteer Fleet in good condition, were they good vessels? A. Yes, sir.

Q. About what tonnage did they have approximately? A. Well, they were different, from about 5500 to 7500, about.

Q. What had these vessels been before they became vessels of the Russian Volunteer Fleet; who was running these vessels before they became vessels of the Russian Volunteer Fleet; in what service were they? A. Well, they ran between Odessa and China ports.

2373

Q. Were they at any time run by the Russian Government as cruisers? A. Yes, sir; during the Russo-Japanese War.

Q. And subsequently to the Russian-Japanese War they were put on the service from Libau to New York, is that right? A. Before the Japanese War, the Russian Volunteer Fleet intended to organize a service between Odessa, Naples and New York and we were the agents at the time, but they never came here, because

2374 the war broke out and after the war, I induced them to put on the service sailing from the south to the north.

Q. Were you the sole agent for the Russian Volunteer Fleet in this country? A. Yes, sir.

Q. Represented them all the time that they were running? A. Yes, sir.

Q. While you were representing the New York and Continental Lines what opposition did you suffer from the so-called conference lines?

Mr. Beers: I object to the form of the question. It assumes a fact not proven and is leading.

2375

A. We met with all manner of obstacles.

Q. Will you name some of the obstacles that you met with during that time? A. Chief amongst which were so-called Rule 9 of the conference, which prohibited agents from booking for any line not a member of the conference.

Q. Well, how did that rule work, that is what was done by the conference lines in regard to Rule 9 to oppose you?

Mr. Beers: I object to the question. It assumes the reason for what the lines did.

2376 A. Well, they prevented any of the agents which really were our agents, as we built up a large network of agencies before we had the New York and Continental Line, from accepting the agency of the New York and Continental Line.

Q. Did the so-called conference lines take away any agencies which you had? A. Quite a number of instances when an agent who was not a conference agent, worked up a considerable business and the conference line would ascertain that fact they would take him away.

Q. Did you spend a great deal of time and money in appointing and instructing your agents?

2377

Mr. Beers: That is objected to as leading.

Q. About how many agents did you have while you were representing the New York and Continental Line? A. Oh, I should say about twelve hundred.

Q. What was your method of training these various agents in their representation of your line? A. No training required; we sent them blanks and they issued the tickets and got the commission.

Mr. Spooner: You educated them to take the commission? A. Needed no training for that.

Q. How were these agents situated financially?

2378

Mr. Beers: That is too indefinite, twelve hundred agents.

Q. Were these agents responsible agents who represented you? A. We were obliged to appoint anyone who was willing to accept the agency and we placed little reliance upon their financial responsibility.

Q. Why was that that you were obliged to appoint anyone who would take it? A. Because the conference had the most responsible ones and they wouldn't accept our agency.

Q. Now, what class of agents did the conference take away from you, were they the best or the worst?

2379

Mr. Beers: The same objection is made.

A. I don't know; I can only answer the way I answered before: When they found an agent was doing a large business with us, they took him away from us, because in every instance they found it.

Q. Did you have any method of ascertaining whether an agent was good financially or bad financially, an agent to represent you? A. We made enquiries.

Q. How did you do that? A. If there was a bank in the town, we enquired of the bank, and if there was a well rated merchant we would enquire of him.

2380 Q. Did you have anyone go around and make these enquiries for you? A. We had a traveller who sometimes appointed an agent.

Q. Did he ascertain as best he could what condition their finances were? A. Yes, sir.

Mr. Bullowa: Mr. Guiler, cannot I suggest that you do not lead the witness, he seems to be a friendly witness.

The Witness: I am not friendly or unfriendly.

Q. Now, Mr. Richard, did you represent or do you represent a non-conference or conference line at the
2381 present time? A. I represent the conference line at the present time.

Q. Exclusively? A. Yes, sir.

Q. How recently did you become their representative? A. In 1906.

Q. Who had you been representing previous to that time? A. New line.

Q. Which line was that? A. Lloyd Italiano.

Q. Now what you have said about agents in regard to the New York Continental Line applied to the agents who represented you while you were the general agent of the North West Transport Company and the Volunteer Fleet? A. Yes, sir.

2382 Q. And the same opposition was experienced by you? A. Yes, sir.

Q. Now did you experience any other method of opposition besides the matter of the agents?

Mr. Beers: The question is objected to as leading and because it characterizes the effect of the conference rules as to agents as "opposition" to the witness's line.

A. The matter of rates.

Q. Do you mean the rates on the sailings of your steamers? A. Rates were reduced; yes, sir.

2383

Q. Can you tell us what happened in regard to the sailing of these various steamers, and the rates which were charged by the conference lines as opposed to your non-conference lines? A. Frequently when other lines had sailings at the same time that our steamers sailed, the rates of the conference lines running against our steamers were reduced.

Mr. Beers: I move to strike out the answer. The witness can state facts if he is able but not conclusions.

Q. In regard to the sailing of the various steamers of the conference line, whenever you had a sailing of 2384
your vessel, did the conference lines have a vessel on the same date in opposition to you? A. I won't say it went every time, but occasionally.

Q. Was it occasionally or ordinarily, was it a regular process? A. You are talking of the Russian Volunteer Fleet?

Q. I am talking of all three? A. Well, I haven't got particulars, I don't know.

Q. Well, take the Russian Volunteer Fleet? A. The Russian Volunteer Fleet, the rates were reduced, commenced to reduce them almost the year after the line had been running. The rate to Rotterdam and Libau were reduced about a year after the line com- 2385
menced to run.

Q. What rates did you ordinarily have on your vessels? A. $37 to Libau and $30 to Rotterdam.

Q. Were the rates of the so-called conference line reduced to $27 in opposition to your steamer?

Mr. Spooner: Let him testify. He has got the figures there; show him the figures. Moreover your question is improper as embodying a conclusion.

A. I don't know what the opposition charged, but I believe we reduced our rate to the same rate as the opposition to Rotterdam.

Q. How low did you have to reduce your rate to meet the so-called conference rate?

Mr. Spooner: It is assumed he did.

A. We reduced our rate in the first instance from $30 to $25, to Rotterdam. Then a few sailings later to $23 to Rotterdam and a few sailings later to $20 to Rotterdam, and to $27 to Libau ultimately and the time came when we increased again.

2387 Q. Was the $20 rate the lowest that you made to Rotterdam? A. Yes, sir; according to the extracts that were given to me by the bookkeeper.

Q. In regard to Rule 9 that you have mentioned, Mr. Richard, did you in any way complain to anyone connected with the so-called conference lines as to the workings of that rule? A. Yes, sir.

Q. Who did you complain to in regard to that? A. I complained to Mr. Sandford, Mr. Gustav H. Schwab of the North German Lloyd and Oelrichs & Company.

Q. Anyone else? A. I wrote a letter, I communicated with my lawyer.

Q. Now, I show you a letter marked Government's
2388 Exhibit 13, dated February 28th, 1907, to Lawson Sandford and signed by you; is that a letter which you sent to Lawson Sandford at that time? A. Yes, sir.

Q. Copy of the letter? A. Yes, sir.

Q. In this letter of February 28th, 1907, you speak about a boycott against the Russian Volunteer Fleet by the conference lines and the result thereof. What did you mean by that?

Mr. Beers: Does not it speak for itself? I object to the question.

Mr. Guiler: No, it does not speak for itself.

2389

A. That was in reference to the same Rule 9 referred to before.

Q. Can you explain further in regard to that what you meant by the boycott? Just explain what the actions of the conference had been there so as to result in your calling it a boycott?

Mr. Burlingham: I object to it on the ground that there wasn't any agreement then. This is prior to the making of the agreement "AA" and not within the issues.

Mr. Spooner: Let him state the facts.

Mr. Guiler: I have asked him to do that.

2390

Mr. Burlingham: I object on the ground that the evidence already before the Court established that there was no agreement in fact at the time the letter was written.

A. The only complaints that we had to make against the conference lines was that they prohibited us from appointing any agents we wanted to appoint, and against remarks which agents made derogatory to the lines, that steamers were unseaworthy, that they had been shot full of cannon balls during the war and would be liable to sink at any time; remarks of that kind.

Q. Were there any further remarks made about your line by the so-called conference agents? 2391

Mr. Burlingham: Doesn't appear that any were made. His letter is not evidence of the facts stated in it.

Mr. Guiler: It appears in this letter here (indicating).

Mr. Spooner: That is in evidence.

A. It is so long ago I don't recollect.

Q. Now, did you at any time, Mr. Richard, ever have a conference with Mr. Straus, Mr. Max Straus,

of A. E. Johnson & Company in regard to the working of Rule 9? A. Yes, sir.

Q. What conversation did you have with him?

Mr. Spooner: What date was that?

Q. Well, the last one, when was that? A. At various times.

Q. Can you tell us just what conference you had in regard to Rule 9 with Mr. Straus?

Mr. Spooner: What has that got to do with the case?

2393 Q. This was while you were representing the Russian Volunteer Fleet, were you not? A. Yes, sir.

Q. And while Mr. Straus was representing the Russian East Asiatic? A. Yes, sir.

By Mr. Bullowa:

Q. And at the time the Russian East Asiatic steamships were out of the conference? A. Yes, sir.

Q. And you were fighting each other?

Mr. Guiler: Just a minute, Mr. Bullowa; you will have a chance later on.

Mr. Bullowa: Expunge it, please.

2394 By Mr. Guiler:

Q. Now, will you tell me of those conferences you had with Mr. Straus?

Mr. Bullowa: I object to that as incompetent.

Mr. Spooner: Object to it as incompetent and irrelevant.

Mr. Bullowa: Would it be competent now, at that time? He was not an agent or a member of the conspiracy.

Mr. Spooner: Object to it as incompetent and irrelevant.

2395

Q. Now, go ahead? A. Mr. Straus came to me repeatedly with suggestions of the best method to adopt.

Q. Well, tell us what the suggestions were?

Mr. Spooner: Was he a conference agent?

The Witness: No, sir.

Mr. Spooner: Well, it is objected to.

Mr. Dorr: He is a defendant, Senator.

Mr. Bullowa: Is his past history at issue?

Mr. Dorr: Any admissions he may make will certainly show his state of mind.

2396

Mr. Burlingham: Is our state of mind in issue?

Mr. Dorr: The Government does not claim that what Mr. Straus said at the time that he was not a member of the conference, nor a party to the conspiracy then in existence is binding on the other defendants. These conversations are only evidence against Straus. So long as they are confined to a period prior to his joining the alleged conspiracy. Of course, so far as the evidence relates to conversations after that date, they are binding upon the defendants if the conspiracy is proved.

2397

Q. Go ahead? A. He urged me to reduce rates, which I refused to do. I told him it would be much better to pay a larger commission as an inducement for agents to book passengers.

By Mr. Spooner:

Q. Mr. Richard, at that time did Mr. Straus have any relations with this alleged conference? A. Only as agent of the Scandinavian American Line, not as Russian and East Asiatic agent.

By Mr. Guiler:

Q. What further suggestions did he have to add to this matter? A. Well, he wanted me to take proceedings against the conference.

Q. On what ground did he ask you to take the proceedings?

Mr. Spooner: That is objected to as incompetent.

A. On the ground that some of the rules were illegal, some of the rules of the conference.

2399 Q. In what way were they illegal, a violation of what law? A. I always considered Rule No. 9—

Mr. Beers: Are you asking his opinion, qualifying him as a legal expert?

Mr. Dorr: No, asking him what Mr. Straus said. In violation of what?

A. Violation of the Sherman Anti-trust law.

Q. At that time Mr. Straus thought it was in violation of the Sherman Anti-trust Law, is that the idea?

Mr. Beers: I object to it, object to the form of the question. It is leading and asking the opinion of Mr. Straus in respect to a matter of

2400 legal interpretation.

Mr. Spooner: The Supreme Court has decided it was misconstrued by the Supreme Court for a great many years.

Q. Did Mr. Straus express any opinion at that time in regard to what law it was in violation of?

Mr. Spooner: That is objected to as immaterial.

Mr. Burlingham: Calling for the views of the witness as to laws.

2401

Mr. Dorr: This is testimony showing that prior to the time he entered into the alleged conspiracy he believed it to be illegal.

Mr. Bullowa: What of it?

Mr. Dorr: It certainly throws considerable light on the testimony which he has given on the stand today.

Mr. Guiler: Go ahead, Mr. Richard.

A. We had conversations on the question of some of the conference rules and I consulted my lawyers; my lawyer told me that he thought—

2402

Mr. Spooner: Never mind about your lawyers.

Q. No; just Straus' opinion? A. Mr. Straus' opinion was that I ought to proceed against the conference by reporting the matter to the District Attorney, which I refused to do.

Q. Did you have any conversation with Mr. Straus in regard to Mr. Bullowa presenting this matter to the District Attorney's office?

Mr. Spooner: Objected to as leading and incompetent and entirely immaterial.

2403

A. I don't recollect that. I only recollect that Mr. Bullowa called on me once and I don't know on what subject.

By Mr. Spooner:

Q. Did you see Mr. Bullowa? Did he call on you? A. Yes, sir.

Mr. Guiler: Now, Mr. Richard, how did you come to represent the North West Transport Company as agent?

Mr. Spooner: Objected to as immaterial and irrelevant.

2404 *Oscar L. Richard*

A. At the time we represented the North West Transport Line, we represented the Prince Line and the Lloyd Italiano which were both members of the conference and there was a certain pressure brought to bear by the conference lines, the Prince Line and the Lloyd Italiano, and they asked us to get out.

Mr. Spooner: I move to strike out the answer as incompetent and not responsive, etc.

Q. Who asked you to get out? A. Both the Prince Line and Lloyd Italiano.

2405 Q. Did they give you any reasons for asking you to get out? A. They said it was disagreeable.

Q. Who said that? A. The Prince Line and the Lloyd Italiano.

Q. What member of that line spoke to you; who was it said this to you? A. Wrote it to us.

Mr. Spooner: I now move to strike out this testimony. The letters are the best evidence.

Q. Have you got those letters now? A. I haven't got them here.

Q. You have them in the office? A. I believe so.

Q. Will you produce those, Mr. Richard? A. Yes.

2406 Q. Now, Mr. Richard how soon did this competition with the Russian Volunteer Fleet to Libau start out after you began to represent the Volunteer Fleet? A. You mean in rates?

Q. Yes, rates or sailings of vessels by the conference lines? A. As soon as it became public that the Russian Volunteer Fleet was to start a service from Libau to New York, the Russian East Asiatic Company quickly put on two steamers.

Q. Do you remember what steamers those were? A. The Allemania and Albingia.

Q. Of what line were those steamers? A. Two Hamburg steamers.

2407

Q. Hamburg-American Line? A. Hamburg-American Line; the line was called the Russian East Asiatic Line and Emil Boas was manager.

Q. And he was at that same time the director of the Hamburg-American Line? A. Director at New York, yes; later on there were one or two more steamers added I believe by the Russian East Asiatic Company.

Mr. Burlingham: Ran to Libau?

The Witness: Yes.

Q. Was that the New Hamburg Line? A. No, called the Russian East Asiatic Company.

By Mr. Guiler:

2408

Q. What was it caused you to give up the agency of the North West Transport Company?

Mr. Burlingham: Objected to as entirely immaterial and irrelevant.

A. I just told that.

Q. Were there any other reasons than you have already given? A. No, sir.

Q. Now, you heard Mr. Straus testify this morning, did you not? A. Yes, sir.

Q. You heard him state, as I remember it, that you retained the money for prepaid tickets and returned it when the passengers were carried to the other side, on the ground that you thought these various lines were shaky; that is practically what he said, is that so?

2409

Mr. Spooner: That is not what he said.

Mr. Burlingham: We object on the ground it does not state the fact.

Q. Because the lines were not financially responsible? A. Our agreement called for payment prepaid within forty-eight hours after receiving the list of passengers forwarded.

Q. You retained it under your agreement and not for the reasons stated?

2410

Mr. Beers: That is objected to; he has not testified to that.

Q. I will put it this way: What were the reasons? A. There was no question about the financial responsibility of the line.

Mr. Beers: I move to strike that answer out as not responsive.

Q. Now, did you tell Mr. Straus that it was on account of the lack of financial responsibility that you did this? A. Absolutely not.

2411 Q. So that what he said this morning was untrue? A. Yes, sir.

By Mr. Dorr:

Q. How long have you represented the Italian Line? A. Six years, the Lloyd Italiano.

Q. During that time from what territory has the Lloyd Italiano drawn its steerage business, its westbound steerage business? A. Italy.

Q. Exclusively? A. Yes, sir. Sometimes get a few passengers from Syria and Greece, a few of them.

Q. Has it at any time booked passengers from continental points? A. At one time.

2412 Q. When was that? A. Not from, to continental points.

Q. Does it book them to continental points at the present time? A. Not at the present time.

Q. When was it that it did book eastbound traffic to continental points? A. I think it must have been two or three years ago.

Q. Prior to 1909? A. I don't recollect it; I would have to refresh my memory from the records.

Q. Do you recall whether or not at the time when you did so book eastbound traffic to continental points, you published inland traffic rates to continental points? A. Yes, sir.

2413

Q. Have you got any of those rate lists still in your possession? A. I may have; I don't know.

Q. Will you make search for them? A. Yes.

Q. Do you recall the circumstances under which you ceased to book eastbound passengers inland to continental points? A. I think there was a war on rates to Italian ports at the time by the German lines and the northern continental lines made by the northern continental lines, North German Lloyd and Hamburg Line.

Q. How was that war terminated? A. We received instruction from the home office to cease quoting rates to continental ports.

2414

Q. Have you any information as to whether there was any agreement entered into between the Mediterranean lines and the North Atlantic lines by which the Mediterranean lines agreed not to book eastbound traffic to continental points? A. I understood there was such an agreement made.

Mr. Beers: I move to strike out the answer as incompetent.

Q. And thereafter you discontinued that booking? A. Yes, sir.

Q. Did you have any difficulty while you were with the Russian Volunteer Fleet with regard to the passage of passengers of your line through the control stations in Germany?

2415

Mr. Beers: I object upon the ground that the witness is not shown to have had any knowledge on the subject. He has testified he was agent in New York and was not in Europe.

A. Yes, sir; considerable.

Q. What was the nature of that difficulty?

2416

Mr. Beers: Same objection.

A. Passengers, individuals and sometimes whole families would arrive at the frontier station, holding tickets for a Russian Volunteer Fleet steamer and be either detained there until they could communicate with their relatives on this side asking for remittances to be forwarded on some other steamer of a conference line, or else they were returned to the place from whence they came.

Mr. Beers: I now move to strike out this testimony upon the same grounds and as hearsay.

2417

Q. What became of your tickets that you had sold them under those circumstances? A. Tickets were returned and cancelled and money refunded.

Q. You refunded the money to passengers? A. Yes.

Mr. Burlingham: I would like to produce a few more documents in response to the call of the District Attorney.

I produce the minutes of meetings of the Mediterranean conference, held in New York in 1907, 1908 and 1909.

Marked Petitioner's Exhibit 225.

2418

I also produce in response to the same call from the office of the conference, arrangements with trunk lines similar to arrangements with Central Passenger Association, between January 1st, 1908, to and including May 1st, 1912, east and westbound. I also produce notice to agents, consisting of letters from the special committee of conference lines dated January 21st and January 26th, 1909, February 5th and 8th, 1909, March 4th and 24th, 1909, August 31st, 1909, and circular letter from the conference lines to their agents dated September 1st.

1909, with reference to commercial allowances from New York to Buffalo and points west. Letter from special westbound railroad committee to the lines, dated August 26th, 1910, and letter from the lines to the agents dated September 15th, 1910, with reference to commercial allowances from New York to Pittsburg and points west, and further letters from the westbound railroad committee to the lines themselves, dated March 8th and March 9th, 1911, and report from the special committee, dated January 31st, 1912, stating the result of negotiations with the Trunk Line Railroad for westbound emigrant forwarding, these arrangements to be effective February 1st, 1912, and a notice from the lines to the agents, dated February 1st, 1912, announcing withdrawal of commission on westbound first and mixed class inland forwarding in connection with westbound steamship business. 2419 2420

Marked Petitioner's Exhibit No. 226 for identification.

In answer to the request of the District Attorney for the production of rate lists compiled by Mr. Sandford, I have to state that the present secretary of the conference had searched the office files and finds no such tabulation as is requested but has produced at my request a voluminous body of documents showing changes in rates between June 11th, 1907, and December 28th, 1911. 2421

Marked Petitioner's Exhibit No. 227.

If the District Attorney prefers the secretary of the conference should make a table of these, I will do my best and have him prepare such a table, showing the changes in rates say from the port of New York to some designated ports, during the periods of years, if that will be of any value. You look those over and let me

know whether you want to put them in or whether you prefer the others.

Recess taken until 2 o'clock P. M.

Afternoon session.

EXAMINED by Mr. Spooner:

Q. Something was said to you in regard to your
2423 line from Russia, coming from Russia, the passengers being turned back at the German frontier? A. Yes.

Q. Did you expect to be understood as imputing that to your competitors? A. Yes, sir.

Q. You think of no other reason than that? A. No, sir.

Q. Did they have passports, those people? A. Yes, sir.

Q. Do you know whether or not the German government permits a steamship to do business in its territory without concessions—requires as a condition precedent to transacting steamship business, emigrant business within its territory, that it shall have a
2424 concession from the government itself to do so? A. Yes, for any tickets sold within the German territory.

Q. How? A. In case tickets are to be sold in the German territory, the agent must have a concession from the German government.

Q. Can you land passengers in a German port without a concession from the German government? A. I don't know.

Q. Do you know whether the German government has got any agreement with the United States to not admit passengers—emigrants from Russia, to be transported through Germany, unless they were subjected to a medical examination at any time? A. I

2425

only know that emigrants have to be subjected to an examination by a doctor at the port before sailing.

Q. You did not mean to testify in answer to my question, that it was not a requirement of the German government? A. You said the American government.

Q. No, no. The German government? A. Oh, yes; the German government require an examination at the frontier.

Q. Yes. Now, were your people examined, the people who held your tickets? A. Perfectly willing to be examined.

Q. Were they examined? A. They were rejected by the steamship company's agent. 2426

Q. On what account? A. They would not forward them.

Q. Who maintains the control stations where these examinations are made? A. I believe the Hamburg Line and the North German Lloyd and the Holland-American and the Red Star participate in the expense.

Q. Did your company participate in that expense? A. Perfectly willing to.

Q. Did it offer to? A. I don't know.

Q. Did you ever apply for permission to? A. I can't say.

Q. Then, you seem to imply that in your opinion these people who came from Russia into Germany on 2427
your tickets from the United States, were examined there entirely at the expense of the old companies? A. No, sir; our company would have been very willing to pay a share in the expense, and yet I don't know whether they did. I don't know what they did.

Q. Then all you know about it is that the people were stopped? A. Yes.

Q. And you think that was caused solely by the hostility of your competitors? A. Yes; and the poor innocent emigrants had to suffer.

Q. Yes, the emigrants suffer a good deal anyhow. They suffer a good deal from some of the steamship companies? A. In what way?

Q. Well, I would think if I were a poor, ignorant emigrant, and came to this country, and worked like a dog to raise money to send to my wife and children and get a ticket on your line, buying it at New Britain —and the ticket turned out to be not good, and the money was refunded to me, to think I should have to pay the commission of your agents in selling that ticket. That is the testimony here. I may be wrong about it. I am putting myself for a moment in the
2429 position— A. We are talking about the emigrants suffering. That is not the emigrants; that is the purchaser of the ticket.

Q. Well, he is the emigrant? A. I understood you to say the emigrant had to suffer on the steamer.

Q. No, no. You have been in the business forty years? A. Yes.

Mr. Dorr: I object to Senator Spooner's remarks, on the ground that they do not accurately state the evidence, in that he states that the purchasers of tickets at New Britain, Connecticut, were not returned the purchase price,
2430 and that the tickets proved to be invalid, whereas all the testimony is that the tickets were good.

Mr. Spooner: Well, they were not accepted —I mean by that.

Witness: Whenever tickets are cancelled, no matter what line, the agents always deduct their commissions.

Q. One of the witnesses testified that he was notified that the ticket had been sent back, after seeing a letter from his wife, asking him for more money, and he went to the agent, and the agent got him back the money less five dollars commission? A. You will find

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that printed on the back of every prepaid ticket of every steamship line, in case of the ticket being cancelled the money will be refunded less the agent's commission of ten per cent.

Q. I think that would be all right— A. So, it is not exceptional with one line.

Q. I think that would be all right if the tickets were cancelled because it is something—the purchaser of the ticket wanted it cancelled or because the person was not aided to come, or something of that kind. But here the ticket was cancelled because he could not use it. A. Then you must blame those lines.

2432

Q. I understood that it happened because of lack of certification? A. No.

Q. Suppose that had happened?

Mr. Dorr: I object to that.

A. No matter what the reason is—you can mention a dozen reasons that the money will be refunded—we refund to the agents; the steamship companies refund to the sub-agents the net amount which he sends to us less ten per cent.

Q. You have seen a great many lines come and go since you have got into this business? A. Some of them, yes; not a great many.

2433

Q. Well, how many lines were there in operation between New York and London and Hamburg when you began this business?

Mr. Dorr: Is that confined to passenger lines?

Mr. Spooner: Yes; passenger lines.

A. I can recall at the time I went into the business there were two lines to Hamburg.

Q. What were they? A. Or some years after, when we first went into the business—the Hamburg-American Line and the other the Edward Carle's Line

2434 *Oscar L. Richard*

called the direct Hamburg Line. That line was later purchased by the Hamburg-American Company. That line went from Hamburg to New York.

Q. How many were there between New York and Liverpool? A. The White Star Line, the Inman Lines, National Line, Williams & Guion Line, the Giuon Line—that is all I can give from memory.

Q. You have seen a great many rate wars since that time? A. There was another line from Hamburg, later called the Union Line, and a line from Hamburg to Montreal called the Hanover Line.

2435 Q. Have you seen lines driven out of business by competition here? A. Yes.

Q. More than one, during these years? A. I am only trying to give the history; I am thinking of two lines that were represented—

Q. Yes? A. The New York and Continental Line and the Russian Volunteer Fleet.

Q. Well, back of that? A. I know some lines went out of existence; I don't know the reason. The Williams & Guion Line and the National Line.

Q. Was there great competition in those days? A. The Carle Line which I spoke of, which the Hamburg Line bought up—the competition was too strong. The competition was very strong, so they bought that up;

2436 bought up the steamers and took over the directors. Mr. Ballin at that time was running the line. He charged the space in the steamers provisioned them—paid Mr. Carroll for so much space, so many cubic feet. He attended to anything—Mr. Ballin—and that was the beginning of his career, and he made such a success of it that the Hamburg Line finally made an arrangement with Mr. Ballin to take over the steamers, they had to take over Mr. Ballin at the same time, and he was a subcontractor at the same time, and he worked himself up to the head of the line.

Q. That is creditable to anybody, is it not? A. Very creditable.

2437

Q. You don't give this history simply to reflect—
A. No, I think it very creditable for a person to work themselves up the way he did.

Q. Is there an understanding between the steamship companies sailing between the same ports, employed in the same class of business in respect to passengers in the rates when there was any competition. What would be the effect on some of the lines? A. If there was any competition?

Q. Yes? A. It would drive some of the lines out of business and curtail it, between the United States and foreign countries.

2438

Q. The stronger would remain and the weaker would go? A. Undoubtedly.

Q. Then you have no hesitation in saying that there is some arrangement between lines on such matters, and it is usual and necessary? A. I don't think they can exist without some arrangement.

Mr. Dorr: I object to it on the ground that it does not relate to anything on direct-examination, is not cross-examination, and the witness is not qualified as an expert.

Mr. Spooner: If the direct-examination had been a direct-examination instead of a cross-examination—

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Mr. Dorr: I think you might confine yourself to matters which were taken up on the so-called cross-examination.

Q. Because of your long experience in this business and practical knowledge of it, I ask you the question whether in your opinion the rates in the prevailing—the so called lines, for the transportation of steerage passengers are or are not unreasonable?

Mr. Dorr: Objected to on the ground that no foundation has been laid. The witness has not been qualified as an expert on the cost of

steerage transportation and has not shown that he has any knowledge of the existing rates and the conditions of the North Atlantic Steerage business.

A. They are very reasonable.

Mr. Bullowa: You saw Mr. Schwab of the North German Lloyd? A. Yes.

Q. And the only thing you made complaint about at the conference was rule nine? A. Yes.

Q. And you offered when you saw him to agree upon rates? A. I offered to maintain rates and com-
2441 missions.

Q. Do you think it is desirable to maintain rates and commissions? A. Absolutely necessary.

Q. It is essential for all the lines? A. Yes.

Q. Now in connection with when you were operating the Northwest Transport and the Volunteer Fleet the Russian East Asiatic Steamship Company, Ltd., was also fighting the conference at one time? A. Yes.

Q. And you co-operated with Mr. Straus and the Russian and the East Asiatic Company in fighting the conference? A. Yes.

Q. And you did all you could to seduce the agents of the conference? A. Yes.

2442 Q. And you succeeded in some cases? A. Some instances.

Q. You retaliated as far as you could in securing the business from the conference agents? A. Yes.

Q. Do you think there would be anything unreasonable for a railroad ticket office to refuse to sell the tickets of another line, another railroad—

Mr. Dorr: I object to that as incompetent and irrelevant and immaterial.

Q. (Continuing). Of a competing railroad? A. Unreasonable?

Q. Yes? A. No.

2443

Q. Now, you know that these conference lines have had great expense to build up throughout the country regular ticket agencies, have they not? A. Well, my firm started in business long before anyone else did to build up these agencies and we were probably entitled to have that—

Q. I know, but part of the time you have been in the conference. You have represented conference lines, and you are today representing conference lines? A. Yes.

Q. You applied on behalf of the Northwest Transportation Line to become a member of the conference? A. No, sir.

2444

Q. On behalf of the Russian Volunteer Fleet? A. I believe the companies in Europe applied to the Russian Volunteer Fleet; not here.

Q. As matter of fact, these agencies have been building up throughout the country at great expense, have they not? A. Yes.

Q. And you thought it was perfectly fair that some other company that simply came in the business should go to these agents and expect them to sell your tickets? A. The Russian Volunteer Fleet competed only with the Holland-American Line, because the Russian Volunteer Fleet Steamers touched at Rotterdam on the way to Libau. There was not any other

2445

line to Libau and I have had no objections whatever for the Holland-American Line to give up the agency. I don't think it was right for them, even the lines that go up to Montreal to take the agency away from agents that we had appointed.

Q. You thought it perfectly fair—you thought it was reasonable for the regular agent of these different lines to sell tickets for your line although they were competing with their own previous clients—regular clients? A. As far as that is concerned they are all competing lines.

2446 *Oscar L. Richard*

Q. They are all competing lines? A. They are all competing lines? Why should they just choose the Russian Volunteer Fleet.

Q. You remember paying your agents higher commissions? A. We offered inducements. I offered to maintain the same rates and commissions.

Q. You started to pay them higher commissions and then expected these lines to sit idly by while you were taking the business for the Volunteer Fleet? A. Is that a question.

Q. Did you? A. I expected—

2447 Q. For the lines to sit idly by?

Mr. Dorr: I object to that on the ground that it does not properly state the evidence as already indicated, which has not shown that the commissions were immediately increased. As I understand the testimony the Russian Volunteer Fleet was perfectly willing to maintain regular commissions.

Q. Isn't it a fact that the only difference between these tickets of the line and the railroad ticket agents throughout the country, is that the railroad ticket agent is paid a salary and these agents of the steamship lines are paid on a commission basis? A. I

2448 presume there are plenty of railroad ticket agents that sell tickets for various lines, not only for one single line.

Q. I know; but they are usually paid on a salary basis? A. If they are agents for one line alone, then they are on a salary basis.

Q. And then the rates are fixed by law? A. Yes.

Q. And published? A. Yes.

Q. The New York and Continental Line—did you have anything to do with its inception? A. No, sir.

Q. Who were the people back of it? A. William Peterson & Company were the managers.

2449

Q. Well, did you contribute any capital to it? A. No, sir.

Q. Who were the people back of the Northwest Transport Line? A. No—William Peterson & Company and Robertson, Shanklin Company were the backers of the Continental Line.

Q. Who? A. Robertson, Shanklin & Company.

Q. London House? A. I think it was a London House.

Q. Who were the people back of the Northwest Transport Company? A. William Peterson & Company were managers.

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Q. Did the Continental Line pay all its indebtedness after it went out of business? A. I think so.

Q. Did the Northwest Transport Line? A. I don't know.

Q. Now, the Prince Line and the Lloyd Italiano asked you to give up the agency— A. I will have to correct that testimony, I was somewhat mistaken there. The letter that I referred to written in 1906 in which I said that I would report the matter to the authorities, and the letter which we received in the spring of 1909, I have not been able to lay my hands on—was from the Lloyd Italiano. The Prince Line had gone out of business in the meanwhile. They had withdrawn their steamers from the Mediterranean trade

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because there was a new law passed by the Italian Government requiring all emigrants to be forwarded on Prince Line steamers.

Q. The Prince Line was not driven out of business by the conference? A. No.

Mr. Dorr: It was a member of the conference, wasn't it, the Prince Line?

The Witness: It was a member of the conference off and on.

Q. When you withdrew from the agency of the Northwest Transport Line, Vesely & Company became the agents, didn't they? A. Yes.

2452 Q. Had they any connection with you at all? A. No.

Q. Had Vesely been in your employ? A. Yes, long before.

Q. You had no interest in the— A. Well, Mr. Bullowa, has this anything to do with steamship talk—

Q. You had no interest in Vesely & Company?

Mr. Dorr: I object to it as immaterial.

A. Mr. Straus has been very curious on that for several years, and I have always refused to satisfy his
2453 curiosity.

Q. All right, I will withdraw the question. Well, Mr. Richard, the vessels of the Russian Volunteer were expensive vessels to run? A. Yes.

Q. They were not especially fitted for the emigrant trade of the North Atlantic, were they? A. Yes, they were. One, in fact, was the old Prince Bismark of the Hamburg Line.

Q. She had always been a very expensive vessel to run? A. One of the fast steamers. A twenty-one knot steamer.

Q. Then she wasn't especially fitted or equipped for a mechanical running in the North Atlantic? A. Not
2454 under modern conditions.

Q. And the other vessels were of the same class? A. Yes.

Q. That is a vessel that is equipped for economical running can compete very successfully with that class of steamers? A. Of the same tonnage.

Q. Who was the president of the Volunteer Fleet? A. Admiral Nidermuller.

Q. Was Admiral Radloff at one time? A. He is at present; after the line withdrew from the New York service.

Q. Have you ever received letters from him? A. Admiral Radloff?

2455

Q. Yes. A. Personal letters.

Q. You can identify his signature of course? A. Yes.

Q. Of course, he would be better qualified to state why the lines withdrew from the business than you would be, would he not? A. I can only tell you what the president told me at the time the line was run.

Q. Wouldn't he, Admiral Radloff, be better qualified to state why the Volunteer Fleet withdrew from the business than you would be?

Mr. Dorr: Objected to.

(No answer.)

2456

Q. Can you look at that and tell me whether that is Admiral Radloff's signature (handing letter)? A. It looks like it.

Q. You have no question about it, have you? A. No, I have no question about it.

Mr. Bullowa: Then I will offer it in evidence.

Mr. Dorr: I object to this letter as incompetent. It purports to be a letter from a person named A. Radloff to the editor of a newspaper, and I object to it as the declaration of a man not submitted to cross-examination.

2457

The letter was received in evidence and marked Defendant's Exhibit No. 3.

It reads as follows:

2458 *Oscar L. Richard*

Russian Volunteer Fleet
19, Morskaia,
St. Petersburg,
12/25 January 1911
No. 165.

The Editor of the "SHIPPING ILLUSTRATED," 22, Thames Street, New York.

Dear Sir:

In your issue of the 7th inst., we find, in an article
2459 headed: "ACTION AGAINST THE TRANS-ATLANTIC POOL," mention made of the Russian Volunteer Fleet as *"having been driven out of business"* as a result of the practices adopted by the Pool.

We beg to say that the above statement, as far as it concerns the Volunteer Fleet, is not correct, as the Committee of the Russian Volunteer Fleet had decided to suspend their Libau-New York line for reasons of their own that had nothing in common with the attitude taken by the Pool.

Believe us, Dear Sir,

Yours faithfully,
(Sgd.) A. RADLOFF,
2460 President.

Q. The steamers of the New York and Continental, Avoca, Jelunga, Volturno were not specially equipped or fitted for economical carriage of steerage passengers, were they? A. I know the Volturno was specially built for the traffic.

Q. For the Northwest Transport Line? A. No, for an Italian firm.

Q. She wasn't built for the North Atlantic traffic? A. We were not financially strong enough to take

2461

the steamer off the builder's hand, and she was lying in Genoa for quite a while before she was taken over by the New York and Continental Line.

Q. How about the Avoca? A. The Avoca and Jelunga were renamed, so I don't know what their former names were.

Q. They were rather old steamers that were not economically run? A. It may be, I could not say. I was here at the time I could not say that.

Q. Don't you know? A. I was abroad at the time.

Q. Do you think the rate of $20 from New York to Europe is a reasonable rate? A. No, sir.

2462

Q. Do you think it is an unreasonable rate?

Mr. Dorr: I object to it, on the ground that the witness has not been qualified, no foundation has been laid for this testimony, and it is not cross-examination on any examination on the direct.

A. Yes.

Q. For steerage passengers? A. Yes.

Q. You think that if a rate of $20 was made by the lines that the lines would be forced to suspend numbers of their sailings? A. Yes.

2463

Mr. Dorr: I object to that on the same ground and also as leading.

Q. And that some lines would be driven out?

Mr. Dorr: Same objection.

A. Yes.

Q. And that the public would not have the advantage of regular sailings almost daily?

Mr. Dorr: I object to it as leading and as entirely speculative, and no foundation being laid, and not cross-examination.

A. Yes.

Q. Mr. Richard, have you had any suspicion that the Canadian Northern was back of the Northwest Transport Line?

Mr. Dorr: I object to it on the ground that it is not cross-examination and it is not competent evidence.

Q. Have you had any reason to believe that? A. I have always heard that people identified with the Canadian Northern Railroad were identified with the
2465 New York & Continental Line and Northwest Transport Line and with the Uranium Line.

Mr. Dorr: I move to strike that out as immaterial and irrelevant.

Q. Who were those people as far as you know? A. McKenzie, Mann & Company.

Q. Of Toronto? A. Yes.

Q. Anybody else? A. No.

Q. Did you ever hear of Mr. Hanna? A. I have heard of him, yes.

Q. Is he connected with the Canadian Northern? A. I believe he is second or third vice president.

Q. Of the Canadian Northern? A. Yes.

2466 Q. What relation have McKenzie & Mann to the Canadian Northern?

Mr. Dorr: Same objection.

A. I think they built the railroad.

Q. What connection do you understand they have with the New York & Continental, the Northwest Transport, and the Uranium Line? A. It was always my impression that they were backing William Peterson.

Q. Is there any reason you can state why they were first the New York & Continental, then the Northwest

Transport and then the Uranium Line? A. I don't know.

Q. You don't know any reason for this succession of companies? A. I don't know.

Mr. Dorr: Objected to.

A. (Continuing.) Except that I was informed that the New York & Continental Line had not enough money and they had to give up the line.

Q. Have you any reason to believe there has been a controversy between the Canadian Northern and the Canadian Pacific? A. No, sir.

2468

By Mr. Beers:

Q. Mr. Richard, I understood you to testify as to certain statements made by conference agents with reference to ships which you represented. Did you personally hear any such statements made? A. No, sir; heard them through our traveling man.

Q. But you yourself never heard any such statement? A. No, sir—I was told it was in the Hebrew papers of the East Side.

Q. You were told that? A. Yes.

Q. Did you see the paper? A. Mr. Fourman at the time—when he was connected with it—

Q. Did you see the paper? A. I could not read it 2469 anyway.

By Mr. Burlingham:

Q. This letter, Mr. Richard, Exhibit 13, dated February 28, 1907, seems to refer to first cabin tickets, it says, "We have a letter from an agent today who after having sold his first cabin ticket says that the purchaser who is a reverend gentleman of responsibility was approached by two well known conference agents who gave him no end of worry by telling him that the line was not fit to send his dog by." Does

the whole letter refer to first cabin or steerage accomodation? A. That is only one instance.

Q. And even that instance was not brought to your knowledge, I suppose, was not a matter of knowledge by you? A. This one?

Q. Yes. A. Well, it must have been an agent who brought this information.

Q. The agent had received a letter to that effect, about a reverend gentleman, do you think? A. At the time this was written I was in St. Moritz, Switzerland.

2471 Q. You didn't write it yourself then? A. I didn't write it myself.

Q. At that time, in February, 1907, wasn't there a rate war on? A. Where to?

Q. North Atlantic? A. February, 1907?

Q. Yes. A. I don't think so.

Q. Do you know the date of the conference agreement so often referred to in this suit is February 5th, 1908. Didn't that agreement follow a prolonged rate war of several years? A. From our records of the Russian Volunteer Fleet we charged in February, 1907, the same as we charged in July, 1906, the same rate, $37 to Libau and $30 to Rotterdam. There was no change to the following June.

2472 Q. Well, that is not enough to base a statement as to whether there was or was not a rate war on? A. I can't tell. I can only go by our figures.

Q. Well, but your recollection must enable you to say that the conference agreement of February, 1908, to which some of your lines, I believe were a party— A. Oh, you are talking of the Italian Lines?

Q. No. A. I don't know anything about the agreement of the Continental Line. We were not a party.

Q. You have no knowledge of the North Atlantic Conference? A. No.

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Q. The lines that you represented were not in that conference at any time? A. No, sir.

Q. And you do not happen to remember what the conditions of steerage traffic were in the North Atlantic in the year 1907? A. No, sir.

Q. Have you ever visited the control stations in Germany? A. No, sir; passing through Eydtkuhnen several times.

Q. Is that on the border, next to Russia? A. Yes.

Q. It is a German town on the frontier? A. Yes.

Q. You passed through it and did not visit the control station? A. Yes.

2474

Q. And never have visited it? A. No, sir.

Q. All the testimony which you gave this morning to what happened at the frontier cities or at the frontiers of Germany and Russia is pure hearsay, is it not? A. Hearsay and letters.

Q. I understood you to say that you had some conferences with Mr. Straus about the conference. Did that relate to agents, exclusively? A. No, it related to rates also.

Q. And the rates were too low or too high. What was it? A. He thought the rates were too high.

Q. And you thought not, I suppose? A. I thought not. I thought I would give more commission and reduce rates.

2475

Q. And he wanted you to proceed against the lines? A. Yes.

Q. Did you do so? A. No, sir; threaten him—

Q. Did he want you to proceed or threaten to proceed? A. Wanted to proceed.

Q. You were satisfied to threaten and not proceed? A. Yes.

By Mr. Bullowa:

Q. When you fixed the rates of the Russian Volunteer Fleet were the rates fixed in New York or by cable from abroad? A. By us.

2476 Q. Do you think they were reasonable?

Mr. Dorr: I object.

A. Originally, yes.

Q. When they were very much lower you thought they were unreasonably low, when they got down to $20? A. We had to follow with the others or else get no business.

Q. You thought there was no harm for you in the Russian East Asiatic Line to get into a small conference together and against the other conference? A. Get into a conference?

2477 Q. Your combining with Mr. Straus? A. The only thing we objected to—we didn't care whether the other lines appointed our agents. We had no objection to the other line appointing agents so long as they didn't take our business away. We had no conference.

Q. Didn't you have an agreement regarding rates? A. No.

Q. Were not the East Asiatic Company's and your rates the same? A. The what?

Q. Were not the rates of the East Asiatic and of the Volunteer Fleet always the same? A. I don't know. I can tell you what my rates were. We con-

2478 sulted at different times.

Q. If they were the same it was on some coincidence, wasn't it? A. I suppose so. It depended upon what steamer ran against it. Sometimes a steamer would run against a competing steamer and he would have to put the rates down to what the competing steamer charged.

Q. The Volunteer Fleet went out with full cabin and full steerage? A. Not full steerage. I think we got a fair share, I think we had better than any other conference line.

2479

Q. And notwithstanding that you thought the conference ought to give you their agents too? A. Yes.

Q. You thought that would be fair and reasonable? A. Yes, because it was the intention of the Volunteer Fleet to have a weekly service instead of a semi-monthly service. We wanted to get more steamers.

By Mr. Dorr:

Q. Did you regard the methods used by the conference lines as fair competition against your line?

Mr. Beers: That is objected to, the witness's views on the subject are not evidence.

2480

A. No, sir.

Q. In what respect did you regard it as unfair competition? A. In preventing conference agents from representing the Volunteer Fleet? That was my sole objection to it.

Q. Did you regard it as unfair for the conference lines to agree to designating one particular ship of some line and to put it on a sailing basis with your ships?

Mr. Beers: Same objection.

A. Yes, my sole objection was regarding Rule 9. In case they revoked that Rule 9, I agreed to raise rates and maintain commissions and follow the rules of the conference.

2481

Q. You were willing to do anything in those lines so long as you would have an equal opportunity with them to have your tickets sold by the agency system which you had built up? A. Yes.

Q. And you did build it up, did you not? A. Yes.

Q. At your expense? A. Yes.

Q. And Mr. Bullowa has spoken about this agency system being built up at considerable expense. Wasn't that the expense of the agents and not the steam-

ship line? A. The steamship line had to pay for the travelers to go around the different towns and appoint agents and look after them.

Q. That was the only expense you were put to in the matter? A. That is the chief expense; the others were merely postage and letter writing.

Q. Now, what is your test of a reasonable rate, Mr. Richard, for steerage traffic? A. Well, I should say according to the speed and tonnage of the steamer and the distances they travel, I should call it from $30 to $45.

2483 Q. You misunderstand my question; I ask to have it stricken out. You have used the phrase "reasonable rate;" what is your test of what is a reasonable rate, and what is an unreasonable rate? A. My test is according to the dividends the different companies pay. Last year and the year before when the rates were about $35 to $40, they paid five per cent or six per cent dividends.

Q. Did you take into consideration the money earned on freight business? A. Yes, sir, total business for the year.

Q. How do you determine whether or not the freight rates are unreasonably low and the steerage rates are unreasonably high? A. Judging by the

2484 rates charged by the Lloyd Italiano which I represent, both for passage and for cargo, they have been higher than in a long while and all they paid last year was five per cent to the stockholders.

Q. Is that dividend paid out of the freight earnings or out of the passenger earnings? A. Out of both combined, the result of the years workings.

Q. How much of that dividend is paid by freight and how much by passenger, do you know? A. No, sir.

Q. Well, how can you determine then whether or not the passenger rate is reasonable and the freight

2485

rate unreasonable? A. If they carried no freight the rates would have to be very much higher.

Q. I know, but how do you know that the freight rates are not unreasonably low? A. Because I know they are not low.

Q. You regard the freight rates as high? A. Well, they are reasonable at the present time.

Q. How much of the earnings of the company should come from the passenger business and how much should come from freight business; what is the test? A. That is entirely relative.

Q. What? A. Sometimes the steamer will carry one hundred passengers and sometimes it will carry twelve hundred or more. 2486

Q. Well, how much of the earnings of the company— A. You have to take the whole year together.

Q. How much of the earnings which were devoted to dividends and from which dividends were arrived at in your opinion, should come from passengers and how much from freight? A. I can't answer that; have to take the whole year's workings.

Q. Is there any test; what is the test to your mind then of reasonableness of the steerage rate; returns of the company are made up from first cabin, second cabin, steerage and freight, are they not? A. Yes, sir. 2487

Q. Now, how do you determine what proportion of the earnings freight should contribute and what proportion the third class business should contribute and what proportion first class business should contribute? A. That has to be determined by the average of the year previous.

Q. In other words, you merely look to the rates in the previous year and to the results reached by them? A. The what?

Q. The results reached by them and then if there is not more than a certain dividend, you say the rates

are unreasonably low, and if there is more than a certain dividend, they are unreasonably high? A. Yes, sir.

Q. Do you know what dividends the White Star Line paid? A. No.

Q. Do you know what rates, it charges for North Atlantic business? A. No, sir.

Q. You don't mean to say then that for the White Star Line for instance that these steerage rates are reasonable rates, do you Mr. Richard? A. I don't know anything about their rates.

2489 Q. You have no information as to the cost of their doing business? A. No, I have not.

Q. Have you any information as to the profits which are made from the steerage business? A. No.

Q. You have no information from which you can judge whether or not the steerage rates charged by the White Star Line are or are not reasonable? A. The only thing when they have excessive dividends, everybody knows it.

Q. Do you know what the cost of doing the steerage business of the Holland-Amerika Line is? A. No, sir.

Q. Do you know what proportion of their earnings comes from their steerage business? A. No, sir.

2490 Q. Have you any basis on which you can determine whether or not the rates charged by the Holland-Amerika Line are or are not reasonable? A. No, sir.

Q. Do you know what the expense of doing the steerage business is for the Hamburg-American Line at the present time? A. No, sir.

Q. Do you know what their profits are? A. No, sir.

Q. Have you any basis then for determining whether or not the steerage rates charged by the Hamburg-American Line are or are not reasonable? A.

2491

I am under the impression that I read their dividend was eight per cent.

Q. But that dividend is derived from the first cabin business, from the freight business, the second cabin business, is it not all combined? A. All combined.

Q. It may be that the first cabin rates or the second cabin rates are reasonably low for the service and the third class rates are unreasonably low and the company may be paying that dividend almost entirely out of steerage business so far as you know, isn't that true? A. No; I know they could not pay it out of steerage business alone.

2492

Q. In other words, the steerage business is not a sufficiently important part of the business, or sufficiently large part of the business? A. It is a very important part of the business.

Q. It is a very important part, is it not, a very profitable part? A. Under the rates.

Q. At the present rates? A. Freight rates at present.

Q. Very profitable? A. I don't know very profitable, no, not very profitable—profitable.

Q. Do you know the cost of doing the steerage business at the present time for the Hamburg-American Line? A. I have nothing to do with the Hamburg-American.

2493

Q. Do you know their income from the steerage business? A. No, sir.

Q. Do you know what their actual capital invested in that business is? A. No, sir.

Q. Are you able to state whether or not the returns from the steerage rate are or are not more or less than a fair profit for the capital used in that part of their business; you have not any information on that, have you, Mr. Richard? A. I have no information on it, no, sir.

Q. Take the Cunard Line; I will ask you the general questions, have you any information as to the cost of doing the North Atlantic steerage business? A. None but the Lloyd Italiano.

Q. That is not engaged in the North Atlantic Steerage business? A. No, sir.

Q. Have you any information as to whether or not the actual capital of the various companies engaged in the North Atlantic steerage traffic is or is not equal to their stock issues on which dividends are paid? A. I have no information, no, sir.

2495 Q. The Hamburg-American Line and the North German Lloyd and the Cunard and the White Star, are all members of the same Conference that your line, the line you represent, are members of, are they not?

Mr. Beers: Objected to as incompetent and immaterial and not within the issues.

A. Yes, sir.

Q. They are all parties to an agreement, are they not, as to the division of the Mediterranean traffic?

Mr. Beers: Same objection.

A. I don't know.

2496 Q. What is your information on that point? A. I saw the agreement of 1899, but I have not seen it since and I don't think the White Star Line was in that agreement.

Q. Was the International Mercantile Marine Company in it?

Mr. Beers: Are you enquiring about "AA" now?

Mr. Dorr: I am enquiring whether the parties to "AA" or certain of them were also parties to an agreement as to the Mediterranean traffic.

Mr. Beers: Then I renew my objection.

2497

The Witness: I don't think so.

Q. Do you recollect whether or not they became parties to it thereafter? A. I couldn't say, I don't think they did, because they were a northern line, don't go to Italy.

Q. Have no Italian ships? A. No, have no ships to Italy.

Q. Did they at any time run ships in the Italian service? A. International Mercantile Marine? Nothing but the White Star Line, the White Star Line ran to Italy.

Q. It is running now? A. Yes, always did.

2498

Q. Are you sure they are not parties to the agreement at the present time? A. I do not know whether they are or not. The agreement was made on the other side and I took very little interest in it.

Q. I understood you to testify in answer to a question by Mr. Bullowa, or rather Mr. Bullowa asked you the question as I recall it—is not the commission paid by the railroads, but their rates fixed by law, and I understood you to assent to that proposition. Do you know of any such law that fixes the commission paid to railroad agents? A. I understood him to say rates.

Q. I think the record will show that it was a commission.

2499

Mr. Bullowa: No, the rates were fixed.

Q. You know of no law that fixed the rates paid to the— A. Oh, yes, the Interstate Commerce Commission fixes the rates.

Q. Fixes the rate of commission? A. No.

Q. The railroad rate? A. Yes.

Q. There is no law so far as you know, which in any way regulates the commission which is paid by the railroads to their agents? A. No, sir.

Q. Did I understand you to say that the Interstate Commerce Commission fixed the rates of railroads? A. So I always understood, yes.

2500 Q. So that the rates which are made by the railroads to the company, according to your information, are fixed by the Interstate Commerce Commission? A. They have to be so; I understood always that they were fixed.

Mr. Burlingham: Ultimately they are, aren't they? They are unfixed if they are wrong.

Mr. Dorr: I am trying to acertain what the witness really knows about this matter.

The Witness: What I meant was they are regulated by the Interstate Commerce Commission and the rates
2501 are filed with them.

Q. All that you mean is the railroads file with the Interstate Commerce Commission public rates? A. Yes.

Q. Do you recall, Mr. Richard, whether or not you called it to the attention of the Conference Lines the ruling of the Interstate Commerce Commission that the traffic agreements between the railroads while not within the pooling section of the Interstate Commerce Act was in restraint of competition?

Mr. Beers: Objected to as incompetent and immaterial.

2502 A. The only thing I remember is the report of the Conference lawyers in which they said that the Interstate was—

Mr. Spooner: That is not proper.

Q. What I am asking is whether you—don't you recall writing a letter to that effect, Mr. Richard? A. My recollection is that the Interstate Commerce Commission ruled that the agreement of the Western Passenger Association with the steamship lines was undoubtedly in restraint of competition.

Mr. Spooner: When was that statement made.

2503

The Witness: I don't know the date, but I believe at the time that the railroads submitted all of the agreements to the Interstate Commerce Commission.

Mr. Dorr: That is the agreement by which the traffic was to be divided among the railroad companies by which the steamship companies were to insure the division of the traffic among the railroads, that is the matter to which you refer, is it not?

The Witness: I don't think so; it is not my impression.

Q. Do you know what the actual capital invested by the Lloyd Italiano is? A. Yes, sir.

2504

Q. Do you know the actual physical value of the ships of that line at the present time? A. No, sir.

Q. Are you familiar with the returns from the freight of that line? A. No, sir.

Q. With the expense of handling the freight of that line? A. At this port?

Q. Yes? A. Yes.

Q. On the other side? A. No, sir.

Q. Do you know what is paid for coal for that line? A. Yes, sir, on this side, yes, sir.

Q. What do you pay for coal? A. $3.25 a ton, and we take coal for the round trip.

Q. Is that a higher rate than has prevailed up to recently? A. No, sir.

2505

Q. Have you been paying that for the last six years? A. That is the price of the Irwin & White coal, the best class of coal.

It is agreed that the taking of testimony by the Government shall not extend beyond Wednesday, the 3rd inst., at this time, but that counsel for the defense will produce, so far as they are able, documents called for by the Government at the Government's convenience, within the next week or two, the Government reserv-

ing the right to produce such further witnesses as they may deem advisable and proper at the September hearing, and the counsel for the defence agrees to grant the Government such extension of time in the taking of proofs as the Government may request.

Mr. Dorr: Then we will resume on or about September 1st, and after tomorrow adjourn until the 9th of July at 2 o'clock P. M.

By Mr. Burlingham:

2507 Q. Your experience of forty years in the steamship business has not been confined exclusively to the passenger business, has it? A. No, to cargo business as well.

Q. You represented some lines as general agent and you have represented some lines as passenger agent, have you not? A. Yes, sir.

Q. And when you undertook to say that the rates charged by the Conference Lines were reasonable, were you basing that statement at all upon your experience as a steamship man? A. Yes, sir.

Q. And while it is quite true that you know nothing about the internal arrangements of the cost of operating the Hamburg-American Line, you do know some-
2508 thing about the cost of operating your own lines, don't you? A. I know the cost of operating them from this side.

Q. Do you know the capitalization of the lines you have represented? A. Yes, sir.

Q. Do you know the dividends that they have paid? A. Yes, sir.

Q. And have not paid? A. Yes, sir.

Q. You know the cost of equipping, victualling and supplying a vessel, don't you? A. Approximately.

Q. Is there any material difference between the operation of a steamer by way of Gibralter to the Medi-

2509

terranean, than to Continental ports in the North Atlantic? A. Because the coal is higher in Italy than it is in the North Atlantic.

Q. It is customary for you apparently to coal your vessels here for the round trip? A. Generally.

Q. The voyage is somewhat longer by the Mediterranean? A. Yes, sir.

Q. The cost of feeding steerage passengers, the cost of feeding members of the crew, wages, and so forth, is easy enough to calculate from one to the other, isn't it? A. Yes, sir.

Q. Making such differences as the different character of food, &c., called for, is that right? A. Yes. sir. 2510

Q. In ascertaining the cost of carrying third class passengers, steerage passengers, is it proper to exclude all consideration of the cost of coaling, manning, officering, supplying the ship and confining one's consideration to the steward's department? A. No, sir.

Mr. Dorr: I object to that on the ground that it is not material to anything on re-direct.

Mr. Burlingham: That is what Mr. Thomas stated.

Mr. Dorr: I object to that also.

Q. I suppose the most reliable thing for a steamer 2511
is to carry a good number of first cabin and third cabin passengers and a full cargo? A. Where they have the proper accommodation for first cabin, some steamers carry only emigrants and cargo.

Q. Now, with the very marked difference in the number of passengers carried at different sailings at different times of the year, it is impossible to determine the cost *per capita* for carrying steerage passengers by any one passage, I suppose? A. Yes, impossible.

Mr. Dorr: I object to that; it may be impossible for this witness.

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Q. It has to be done by averages? A. At the end of the year.

Q. And running over a considerable period of time? A. Yes, sir.

Q. And in the same way, I suppose, in order to calculate with any degree of fairness the cost of carrying passengers, one would have to ascertain what the average quantity of cargo carried was, and what the average number of first cabin passengers were, if any were carried? A. And second cabin.

Q. And second, too, that is true, is it not? A. Yes, sir.

2513

Q. I understood you to say in answer to Mr. Bullowa to carry steerage passengers across the Atlantic at $20 was not a fair reasonable charge? A. According to my experience, yes.

Q. You base that on your experience, don't you? A. Yes, sir.

Q. And I understood you to say in answer to Mr. Dorr that to carry such passengers that a reasonable rate for such passengers would be from $30 to $45, dependent on the character of the steamer? A. Yes, sir, and the length of the voyage.

Q. By character of steamer I mean the speed and the accommodations, is that it? A. And the tonnage.

2514

Q. Is it on these considerations that you base your statement that the charges for the transportation of steerage passengers by the Conference Lines are reasonable? A. Yes, sir.

By Mr. Dorr:

Q. How much do you allow for service of stewards in your estimate of $30 as a reasonable fee? A. I don't know what pay they get.

Q. You don't know what pay they get? A. No, sir; paid on the other side.

2515

Q. How much have you allowed for pay in the engine room? A. I don't know; engaged on the other side.

Q. How much have you allowed for provisions in the payment on the other side? A. I don't know what they pay on the other side.

Q. How much of your $30 rate did you allow for profit? A. How much did I do what?

Q. How much have you allowed for profits in your $30 and $45 rate? A. When I say $30 to $45 I am judging by previous rates, that were lower when the companies were unable to pay dividends.

2516

Q. The only test that you have then is whether or not the company did in fact pay dividends at a time when a certain passenger rate was in force, is it? A. That is right.

Q. It is not true that the reason that the company did not pay dividends at that time might have been due to the fact that they did not have a good passenger business, or that they did not have a good freight business, or freight rates were unduly low, isn't that the true reason? A. We have steamers that have only twelve cabin passengers.

2517

Q. Answer my question; the reason why dividends were not paid at that time may have been due to the fact that the freight business was poor, that freight rates had been cut, or that the first cabin business was poor in the case of those steamers where first cabin passengers were carried? A. Only partly true; some passenger steamers ought to carry two or three hundred tons of freight, or it really doesn't count very much.

Q. Well, now, have you the figures for the cost of steerage passengers for the various ships of your line? A. The various ships?

Q. Yes? A. I have the eastbound, yes.

Q. And the cost of carriage of those passengers? A. I have the eastbound, yes.

Q. And the cost of carriage of those passengers? A. It is easy to make up the westbound, too, because the price is fixed, the limit price is fixed by the Italian Royal Immigration Commissioner; they fix a minimum price; that is about $40.

Q. That merely gives you the gross returns? A. That is the gross returns.

Q. Have you got the cost of your ships on its various voyages of the steerage business? A. I haven't got it here, no.

Q. Have you got it at your office? A. No, sir.

2519 Q. You have no records here which show the extent of the steerage business and the profits made therefrom? A. I have got a record of the passenger business for the year 1911.

Q. What is the total gross receipts? A. Of the business done in America?

Q. Yes, the total gross receipts? A. No, gross, less expenses.

Q. Have you those expense items? A. Just a copy of the report that we made.

Q. For what year is that? A. 1911 was the last.

Q. You have a statement showing the gross receipt from the— A. Eastbound business and prepaid business.

2520 Q. The expenses? A. And the proportion of the expenses.

Q. What do you mean by the proportion of the expenses? A. Well, the proportion according to the amount that was taken in, so much was taken in for business done in America and so much on the other side, and the expenses were proportioned according to what was taken in in America.

Mr. Dorr: Suppose you produce them tomorrow.

Mr. Bullowa: I have a question.

2521

Mr. Dorr: I have not completed my examination.

Mr. Bullowa: I thought you had.

By Mr. Bullowa:

Q. Mr. Richard, you don't mean to say that the Volunteer Fleet built up any agencies, do you, you meant C. B. Richard?

Mr. Dorr: If we are going into another matter I would rather have it go over until tomorrow.

Hearing adjourned to Wednesday, July 3rd, 1912, at 10:30 o'clock A. M. 2522

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and Others, Defendants.	Before Charles E. Pickett, Esq., Examiner.

2523

New York, July 3rd, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., John W. H. Crim, Esq., for the Petitioner.

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Messrs. Burlingham, Montgomery & Beecher; by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque; by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton; by L. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord; by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for Russian East Asiatic Co., *et al.*

2425

C. C. McCAIN, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Crim:

Q. Mr. McCain, what is your business? A. Chairman of the Trunk Line Association.

Q. Where are you located? A. 143 Liberty Street, New York.

Q. What is the Trunk Line Association?

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Mr. Beers: In order to save time and not to encumber the record by repeating objections, I wish now to renew my general objection made when Mr. Sandford was on the stand. I object to any evidence with reference to inland transportation, to any railroad passenger association or any understanding or agreement between any railroad, railroads or railroad association and any steamship line or lines, or with reference to commercial allowances, upon the ground that any such evidence is incompetent, irrelevant and immaterial, and not within the issues. May it be understood that this objection will not be repeated?

Mr. Crim: Certainly, that is understood.

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A. It is an association of various railroads operating out of New York, Philadelphia and Baltimore, known as the Trunk Line Traffic Association.

Q. How long have you been in the railroad business, Mr. McCain? A. In one form and another since 1877.

Q. Are you familiar with what is known as the commercial allowance on immigrant traffic? A. Yes, sir.

Q. Will you state what it is and how it arose and its history? A. Well, I don't know that I am competent to very accurately state its history.

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Mr. Spooner: Don't what?

The Witness: Competent to very accurately state its history. I have been generally informed that back in the earlier days, say 1882 or 1883, or possibly earlier, the plan of paying commissions on immigrant passengers was in vogue; that the amount of those commissions fluctuated from time to time, based on the competitive conditions, until more recent years it has become staple, so to speak, and uniform.

Q. In this period that you speak of, 1882, have you any idea what were the amounts of those commissions as they fluctuated? A. I don't know accurately; I only know from general knowledge that it has been stated that in those days the commissions would fluctuate from ten, fifteen, twenty and thirty per cent.

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Q. The earnings of the railroads? A. Yes, I assume that was the earnings of the railroads.

Mr. Bullowa: He doesn't mean earnings of the railroads.

The Witness: I understand what you mean, the fare.

By Mr. Bullowa:

Q. You didn't mean the earnings of the railroads? A. That is, this competition was probably between

2530 *C. C. McCain*

western lines, among themselves, and to some extent between eastern lines. The commissions were paid from various sources by railroads. I don't infer that that percentage stated was the percentage necessarily to what the trunk line might have been paying, but it might have been paid by their connections or western roads or some way. I only know in a general way that in the early days it was understood to be fluctuations in the commission.

By Mr. Crim:

2531 Q. I understand you to say that commissions were not only paid to steamship companies on this traffic, but the commissions were also paid to connecting railroads? A. No, I mean to say that the commissions stated might have been paid by the trunk lines, in whole or in part to the steamship companies or the western roads, west of the trunk lines, might have paid something in addition to the trunk lines and in that way the total commission might have gotten to those higher amounts, in strenuous competitive times.

Q. Well, subsequent to this time in the 80's, what happened with respect to these commissions? You intimate that they have not fluctuated so? A. Well, the standard commission paid, so far as I know, by
2532 the trunk lines a great many years has been a fixed percentage of the inland fare, ten per cent, but I think that began in 1886; I am not sure.

Q. How was that brought about? A. Well, it was brought about by the desire on the part of the railroads to have their fares in more orderly shape.

Q. More staple rates? A. And bring it down to what I assume at that time was determined to be a reasonable compensation for that service. It had formerly been, I think, at some period, five per cent, in the old days. I am not sure, and in these fluctuating—

Q. Was this result brought about by the various

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railroad associations, western passenger, central passenger associations and trunk lines? A. Well, I am not clear as to the participation of the western association in this arrangement when the uniform basis of ten per cent was adopted. I don't know as to that. I do know that the Trunk Line Association—I think it was about 1886 this ten per cent arrangement became common. What the Western Passenger Association or the Central Association did at that time I am not informed.

Q. Well, in any event, various agreements were entered into between the railroads and the steamship companies with respect to this allowance? A. Well, I don't know as to the earlier days, in 1886. 2534

Q. Well, later days? A. Whether there was actually an agreement, but the commission was at least prescribed by the railroads and the probabilities are that it was arranged from conferences with the steamship people. I am not sure as to that.

Q. Now, Mr. McCain, on what traffic do the trunk lines pay commission today? Does the trunk line pay commissions on immigrant traffic today? A. Yes, sir.

Q. What kind of immigrant traffic? A. There is only one kind of immigrant traffic; immigrants as such.

Q. And does it pay a commercial allowance? A. It is so termed. 2535

Q. On all immigrants that pass through what is known as the trunk line territory? A. All immigrants coming to this country, the commercial allowance is uniformly paid to all destinations on the immigrant fares.

Q. Now, Mr. McCain, isn't it a fact that the trunk lines do not pay any commercial allowance within the zones known as the $2.50 territory for westbound traffic?

2536

Mr. Spooner: Object to that question; object to the form of the question as leading.

A. I think your point is that we do not pay a commission to points where the inland fare is less than $2.50; that is correct.

Q. Do you pay commissions on the traffic originating in trunk line territory, going eastward? A. No, sir.

Q. Do you pay any commissions on first class passenger traffic? A. No, sir.

Q. From steamships? A. No, sir.

2537 Q. Neither eastbound or westbound? A. No, sir.

Q. The immigrant purchases transportation from a point in Europe to an interior point in the United States, beyond trunk line territory, produces at the railroad station at Ellis Island an order for the rail transportation, does he not? A. Yes, sir.

Q. Now, is that order directed to the agent of a steamship company at Ellis Island? A. It is drawn on the Ellis Island agency.

Q. For the steamship line? A. Yes, in accordance with the provisions in our tariff.

Q. Then it is viséd by him and presented to the railroad agent? Presented to our joint ticket office at Ellis Island.

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Q. How long has that been the practice? A. I really don't know the exact time. I don't know whether it began in 1886 or not, when the original arrangement was made. I am inclined to think about that time this general plan was inaugurated; I don't recall the exact date. It has been in existence ever since Ellis Island has been an immigrant place, I think, is it not?

Q. Has there been any change in the handling of this traffic at Ellis Island during the past five or six years in so far as the ticket or orders are concerned? A. I think not.

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Q. Now, if the immigrant has a ticket upon his arrival at Ellis Island, for an interior point and decided not to go to that point, do the railroads pay the commission to the steamship companies or a commercial allowance on that ticket? A. I think not; they should not.

Q. As a matter of fact the steamship companies deduct the commission from the immigrant, do they not? A. I don't know; you mean if the immigrant would wish his money refunded, that is, not having taken the inland journey?

Q. Yes? A. I don't know what they would do in that case.

2540

Q. What is your information with regard to that? A. I have heard of one or two instances where they have deducted the commission and claimed they were only entitled to return to the immigrant the inland fare, less the commission.

Q. So if the immigrant held a railroad fare to Chicago, the steamship companies would deduct $1.50? A. They might; I don't know whether they do.

Q. Refund the immigrant's $13.50; do the railroad companies apportion the eastbound traffic on immigrants? A. The trunk lines do on certain arrangements at Chicago, I understand; I don't understand that the apportionment is in the hands of the railroad.

2541

Q. In whose hands is it? A. I believe there is some understanding as between the steamship people and the roads leading east from Chicago, under which the representatives of the steamships undertake to apportion the business as between the railroads.

Q. Equitably? A. Equitably; I don't know the details of the arrangement.

Q. Upon arrival at Ellis Island on the westbound traffic, how are the immigrants apportioned among the railroads? A. The basis for the apportionment is an

2542 *C. C. McCain*

equal division as between the eight roads which are members of the joint agency at the island.

Q. And on whom is the expense to bring those immigrants to the railway station? A. After they have passed the examination at Ellis Island, they will come into the custody of the railroads and our agent and his representatives arrange for their routing and they and their baggage are then taken to the respective roads in charge of the agency employee.

Q. Each immigrant having in his possession an order over one or over any one of those routes? A. No, the order is on the Ellis Island agency.

2543

Mr. Beers: Agency of the railroads?

The Witness: Yes, sir.

Mr. Commissioner: Joint association?

The Witness: No; all of the railroads of the trunk Line Association are not parties to this arrangement. I will give you our exact expression if I can find it (referring to a paper).

Q. Does the immigrant, as a matter of practice, use or have any discretion in the route that he travels over? A. It is a very small proportion; I wouldn't know what percentage; but what it is I wouldn't say one per cent of the immigrants whose tickets are presented at the agency have any information or idea as to what route they wanted to go by; they do not make a selection.

2544

Mr. Beers: You mean very few do have an idea?

The Witness: Practically none; I said one per cent. in order to not overlook all, make any selection of the route; you might put that not over one per cent.

Q. Is it the invariable custom to route this traffic in accordance with the wishes of the immigrant? A. When they are made known to the agency, yes, sir.

Q. But as a matter of practice only a negligible per centage ever make their wishes known? A. Correct.

Q. And as a matter of fact they are not asked, are they, Mr. McCain?

2545

Mr. Bullowa: I object to that as leading.

A. I don't know.

Q. I understood you to say a few moments ago they didn't know where they were going? A. Well, you asked me if that is true. My understanding is that practically all of the immigrants are not informed as to what railroad will take them to their destination; that therefore they make no inquiry or have any—apparently have any interest in how they shall be routed.

Q. You take it that it is not a part of the practice of the steamship lines and the railroads to place before 2546
the immigrants the various routes over which they may travel?

Mr. Bullowa: The same objection; that is certainly not one of our witnesses.

Mr. Crim: No, he is my witness.

Mr. Bullowa: Then why do you lead him?

Q. Well, Mr. McCain, state to us what the practice is with regard to giving these people their routing? A. I couldn't speak as to the practice of the steamship company.

Q. Any conversations, if any, that were had with them? A. I don't know; I really don't know to give 2547
the current handling of the passengers if there is any conversation with them at Ellis Island, with respect to their routes. Our tariffs show very plainly, well, not in all cases the routes, but indicate the routes, I think. I don't know what the practices are of the steamship companies in enlightening the immigrant, and I don't believe the representatives of the railroad ask each immigrant if they would like to select their own routes; if they did, Ellis Island would be congested every afternoon for three weeks.

Q. Now, in the payment of this commercial allowance, the railroads have organized clearing houses

adjusting the apportionment of those payments? A. We have a clearing house in connection with this agency, which is part of the Trunk Line Association.

Q. And do the western roads have a clearing house? A. I understand they do; it is part of their passenger association, I believe.

Q. And the Central Passenger Association? A. I assume so, yes, sir.

Mr. Spooner: Will you kindly repeat that? (Answer read.)

2549 Q. Have you at any time made any recommendations to the railroads, told any of the representatives of railroads what your position was with respect to those payments?

Mr. Bullowa: I object to that as immaterial. I cannot see what his recommendations would have upon the question.

A. I presume I have expressed myself from time to time, yes, sir.

Q. And what has been the nature of those expressions?

Mr. Beers: Objected to as plainly immaterial.

2550 Mr. Crim: He is one of the officers that has to do with this and it is shown here that he is an expert.

Mr. Spooner: Well, what of it; what has it to do with this case, the issues made by the pleadings?

Mr. Crim: Answer the question.

A. Well, such expressions that I have made have been to the effect that in my own opinion the commercial allowances might well be discontinued.

Q. Mr. McCain, have you had occasion to discuss

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the commercial allowance with the Interstate Commerce Commission?

Mr. Spooner: Well, now, that is objected to.

Mr. Crim: You maintain that the commission has given its permission, express permission for the payment of these commissions.

Mr. Beers: Commercial allowance?

Mr. Crim: Yes.

Mr. Beers: Commercial allowance.

Mr. Crim: Yes.

Mr. Burlingham: We have not made any such claim. 2552

Mr. Spooner: Offered no evidence to that effect, and if the commissioner has taken any action about it, any official opinion about it, this is not the way to prove it.

Mr. Dorr: That was the precise objection the Government raised yesterday to Mr. Straus' testimony.

Mr. Spooner: Mr. Straus was being cross-examined.

Mr. Beers: That was on a different subject.

The Witness: Repeat the question, please.

(Question repeated by the stenographer.) 2553

Mr. Spooner: Objected to as immaterial; you have to answer yes or no, if you please.

Mr. Dorr: He can answer it any way he pleases.

Mr. Spooner: No, he can't.

Mr. Crim: Answer it yes or no, then explain your answer.

A. Yes.

Q. What were you informed by the commissioner as to whether it was lawful or unlawful?

All counsel for defendants object.

Mr. Spooner: As incompetent and immaterial.

Mr. Burlingham: Irrelevant, calling for a hearsay opinion, on a point of law.

Mr. Crim: Point of administration, not law; the Interstate Commerce Commission is an administrative body.

Mr. Spooner: They pass on questions of law.

Mr. Dorr: I understood your contention in your answer was that the Interstate Commerce

2555 Commission passed on questions of law.

Mr. Burlingham: We have noted our objections; let us hear the answer now.

Mr. Spooner: Conversations in the first place with the Interstate Commerce Commission as a commission is one thing; conversations with the members of the Interstate Commerce Commission is entirely different.

Mr. Dorr: Even then it is far better than Mr. Straus' rumor.

Mr. Burlingham: Even in a conversation, a judge is not always illuminating as to the law, is he?

2556 Mr. Dorr: When it is official he always is. Do you consent that all testimony as to any action or alleged action of the Interstate Commerce Commission be stricken out?

Mr. Spooner: No, sir; we do not.

Mr. Bullowa: Will you consent that all hearsay information be stricken out?

Mr. Dorr: We desire the Court to be enlightened by some person; he is a defendant.

Mr. Crim: Answer the question.

A. You asked if I had had any discussion with the Interstate Commerce Commission on the question of

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commercial allowance, as I understood you; I said I had. Well, I think that should be qualified to the exact facts.

Q. You may give the exact facts? A. Which are—

Mr. Spooner: That is objected to as incompetent, immaterial and irrelevant.

A. (Continuing.) Which are that our arrangements as existing at Ellis Island were placed before the commission, the present arrangements and such expression as was made by the commission with respect to commercial allowance was to the effect that that was a matter that was in the hands of the Department of Justice.

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Q. Was in the hands of the Department of Justice? A. Yes, sir.

Mr. Bullowa: How long ago was that?

Mr. Spooner: I move to strike that out as incompetent.

Q. Was any intimation given you as to what the Commission thought of the practice?

Mr. Spooner: Objected to as leading and incompetent and irrelevant and immaterial.

A. Nothing other than was contained in the communication which covered the same statement.

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Q. Weren't you told by a member of the Commission that a continuous paying of the commercial allowance to the steamship companies would be at your peril?

Mr. Spooner: Objected to as leading, incompetent and immaterial.

A. That was not quite the expression, that the Commission would not express itself on the matter of the commercial allowance and what we did we did on our

2560 own responsibility; that was in the hands of the Department of Justice.

Mr. Spooner: I move to strike that out as incompetent, not responsive, immaterial and irrelevant.

Q. Mr. McCain, you have spoken with respect to the routing of the westbound immigrants from Ellis Island. Do you know of any agreement between the Interstate Commerce Commission and the railroads with respect to this routing? A. I do not.

2561 Q. As a matter of fact there is no such agreement in existence?

Mr. Beers: I object to it as leading.

Mr. Spooner: If he does not know, he does not know, that is all.

A. I don't think any such agreement exists; I don't know what you refer to, I am sure, but I know of no agreement between the railroads and the Interstate Commerce Commission respecting the routing of immigrants.

Q. If there was such an agreement it would be a part of your duty to know it? A. I think it would.

Q. That traffic is apportioned among the railroads,
2562 is it not, the immigrant westbound traffic? A. Yes, sir.

Q. So far as you know there is no agreement with the Interstate Commerce Commission with respect to that traffic? A. No, sir; no agreement.

Mr. Bullowa: How could there be an agreement?

Mr. Dorr: You will have to ask your own client. Mr. Straus testified the Interstate Commission had agreed to it; look at page 566 of the testimony and you will find out.

Mr. Dorr: Your witness.

2563

CROSS-EXAMINATION by Mr. Spooner:

Q. What is the name of your clearing house, that is, its technical designation? A. Well, the Ellis Island Immigrant Agency is a part of the Trunk Line Association.

Q. Yes; well, is that called a clearing house? A. The agency is not, no, sir; we have another department through which the accounts as between the steamships and the railroads are handled and that has been designated for a great many years as the Immigrant Clearing House.

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Q. Does that include accounts between the railroad companies themselves, parties to the arrangement? A. No, if I understand you correctly, not; it is a clearing house to collect from the steamships the moneys which they have collected for inland railroad fares and turn it over to the railroads and also collect from the railroads on their respective tickets the amount of the commissions due the steamship companies and turn that amount over to the steamship companies; that is the function of the clearing house.

Q. Now, the business of this agency and clearing house is confined entirely to the immigrant business, is it not? A. Yes, sir.

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Q. When did this system originate, did you say? A. Well, I said before I am not positive, but about 1886 I think the original arrangements began for the agency.

Q. I understood you to testify—I am not attempting to give your language—that it had its origin in competitive struggle by the railroad companies for immigrant business? A. That is my understanding.

Q. It originated before the passage of the Interstate Commerce Law? A. If I am correct in 1886, yes, sir; I am not sure that I am correct; in the eighties.

2566 Q. What are its functions so far as the immigrants themselves are concerned, the agency? A. Referring to the agency?

Q. Well, no, any part of your machinery that has to do with the immigrants themselves? A. The agency at Ellis Island is the only part of the organization that has anything to do with the immigrants.

Q. Now, what have they to do with the immigrants? A. The railroad agency has nothing to do with the immigrants until after the immigrants have received the customary examination and as I believe they are discharged or made available to the railroad floor or
2567 facilities, for the purpose of getting their tickets and having their baggage checked; it is at that point the railroad service begins.

Q. Of course, they are not immigrants strictly until they are admitted? A. No, that is right; then they are taken after being assigned to the respective railroads and their baggage arranged for and checked, they are taken by the transfer company under our employ from that time to the respective railroad stations.

Q. And generally looked after with reference to their safety and comfort? A. Yes, sir.

Q. And interest? A. Yes, sir.

Q. And suppose if among the immigrants brought
2568 over to Ellis Island to be admitted to the United States there were one or more who had in mind a particular route inland which they desired to take, their wish would be observed? A. Any of them or any party who expressed a preference to any road, that their wish will be met and tickets will be furnished for that road.

Q. Now, are you able to, from your experience with railways, in the railway transportation business, to say what the condition was in respect to distribution, the handling, put it that way, of immigrants in New York was prior to the establishment of your agency? A. I think it is a matter of common knowledge that prior

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to this co-operative arrangement with the railroads and the steamship companies, that the immigrant was at the mercy of a great many people in the City of New York.

Q. Was despoiled? A. So I understood.

Q. Utilized? A. Yes, in the old days; I don't know as much about it as some of the steamship people do. In the old days there were so-called boarding house runners and others who sought these people as I have understood, undertaking to befriend them and kept them in their boarding houses for various days and if they got out of New York with any more than their railroad ticket, they were lucky.

2570

Q. Then the establishment of this Trunk Line Agency was altogether in the interest of the immigrants, was it not? A. The whole arrangement is highly beneficial and that has been recognized by the Interstate Commerce Commission, as will be found in their reports when they made an investigation of this matter, that this arrangement was probably the very best thing that could be—

Mr. Dorr: I object to contents of the Interstate Commerce Commission's report.

Mr. Burlingham: Contents of the mind of the commissioner, but not the contents of the report.

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Mr. Bullowa: One can be verified, the other cannot.

Mr. Dorr: No objection to the original report.

Mr. Spooner: You could not object to that.

Mr. Dorr: I certainly could object to it; the Court would pass upon it.

Mr. Spooner: No you could not, because of the law, act of Congress makes it open to be read in the Court and provides it shall be taken.

Mr. Beers: Did you finish your answer.

Mr. Spooner: Will you read the answer?
(Answer read by the stenographer.)

The Witness (continuing): Devised for the welfare of the immigrant.

Q. One thing among others which gave it a great value was the elimination of New York middlemen, wasn't it, taking them out of the hands of runners? A. Oh, yes.

Q. And tavern keepers and solicitors? A. Yes, sir.

Q. Safeguards them, gives them proper protection
2573 from Ellis Island to the train they are to take? A. Yes, sir.

Q. I was going to ask you whether you knew or not that the immigration agency of the Government co-operated in the formation of this association agency.

Mr. Crim: That is objected to.

A. I don't know; that is, as to the original arrangements.

Q. Has not been one of the effects of the creation of this agency I call it, to abolish excessive commissions which the railroad companies were formerly required to pay, prior to its inauguration, obliged to pay for immigrant business? A. The placing of the whole ar-
2574 rangement on an orderly basis and eliminating the competition in commission has been accomplished. I don't know that that is due to the agency proposition or the fact that the agency exists.

Q. It existed once, competition in commissions, didn't it? A. Yes, sir.

Q. Does not now? A. No.

Q. That operated to increase the revenues of the railroad companies, didn't it, to some extent? A. Well, I presume it did, not very appreciably.

Q. I will ask you to repeat the basis of the apportionment among the railroads now served by this clear-

2575

ing house? A. An equal division as far as that may be accomplished.

Q. How many companies are members or sharers? A. Eight.

Q. How long has that basis been in effect?

Mr. Crim: This is objected to as not cross-examination.

Mr. Spooner: It is just exactly what it is. You asked him what the arrangement was.

Mr. Crim: He told you.

Mr. Spooner: I am cross-examining him on his answer.

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A. I don't know exactly when it began.

Q. Didn't it begin last February? A. In a modified way; yes, sir.

Q. Well, it must have begun before that, in order to have been modified in February. When did it begin, relatively, I don't mean exactly? A. The percentages you refer to have been in effect a great many years; I don't know when it began, could not give you that.

Q. Well, from the beginning up to the time this fixed percentage basis was arrived at, what was the basis of apportionment among the various members of this Trunk Line Association? A. The arrangement 2577 with several roads, they were assigned a certain proportion of the first and second class passenger traffic.

Q. That was westbound? A. Yes.

And the immigrant traffic was divided equally and the adjustment was made by the distribution of the immigrants as between the lines.

Q. What was the basis by which they arrived at the distribution? A. It was an assigned percentage to each road.

Q. How? A. It was a percentage to each road.

Q. Wasn't that fixed percentage—did not that re-

late to first class business and not to immigrant business? A. I stated that.

Mr. Burlingham: He said first and second.

Q. Did I understand you to say that there was any difference in the first and second class and in the third class? A. There was an allotment made to the various railroads, indicating their share of the first and second class passenger traffic. There was also an allotment made as between the companies of the immigrants, passengers, an equal division. The adjustment securing to the roads the proportion was
2579 made by routing the immigrants to the respective roads as was found necessary.

Q. That is, if a given road was short of its proportion of first and second class traffic, it would be made up on the immigrant, is that right? A. An equivalent portion of immigrants was given to it to equalize that deficit.

Q. Have you a tariff there? A. Not complete. I only took the first few pages because it happened to contain the rules. It was so bulky I did not bring it all.

Q. May I look at it? A. Yes, sir (handing book to Mr. Spooner).

2580 Q. On this tariff; on page 13 there are certain rules and regulations, of which Rule No. 9 reads as follows: "Routing of orders and cash sales. Orders issued under this tariff must not be routed. Where passengers held orders or pay cash for immigrant tickets, the selection of routes from the ports of New York, Philadelphia, Baltimore, Boston, New Bedford, or Providence to destination shown herein shall be a matter for determination exclusively between the immigrant agent mentioned in Rule 11 and the passengers themselves and only at the time the passengers present their orders to pay cash to the immigrant agent named

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for the tickets." That is the rule, is it not? A. Yes, sir.

Q. The rule today? A. Yes, sir.

Q. Is that or is it not a beneficial rule to the immigrant?

Mr. Dorr: I object to the witness's characterization of it.

A. A beneficial rule to the immigrants? I don't know how to explain that. We considered that it is simply a provision by which they can buy their tickets through for cash if they want to. That is the method.

2582

Q. I am speaking of the routing, whether or not it is beneficial for the immigrant? A. That rule, as I understand it, refers to the routing only in instances where the immigrant pays—buys the cash ticket.

Q. Then, that is disjunctive? A. Where he buys the cash ticket and does not present a routing order.

Q. These are published rules, are they? A. Yes, sir.

Q. And were these rules submitted to and approved by the Interstate Commerce Commission? A. I don't know whether they were approved, they were not disapproved.

Q. How long have they been in operation? Is this a new rule? A. I don't recall whether it is or not; I don't think it is.

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Q. How long has that Rule No. 9 been in operation, can you tell? A. No, sir; unless I compared it with the previous tariff. I do not know whether it is new, or modified to any extent, by this recent tariff which was issued. The previous tariff was very old, about five years old.

Q. Well, this rule has been in effect, has it not, for many years? A. I think so, I am not sure. I don't know whether there has been any change in that rule, but I think not; I think it was in the old tariff. This

tariff is new. The previous tariff was changed five years ago, I think.

Q. What other Immigration Associations are there in connection with the transportation of immigrants from New York to the interior points? A. No other association. There are some independent railroads which have their agencies, like the Canadian Pacific, and the Old Dominion Steamship Company.

Q. There is a Western Association, is there not? A. Yes; there is a Western Passenger Association.

Q. Does that include immigrants? A. They have not any agency over there, not that I know of. If
2585 there is one, I do not know it. I do not know anything about their business.

Q. How is the routing done of immigrant passengers west of Chicago—if you know? A. For the moment, I do not know, unless the tariff provides for it. Whether it is at Ellis Island, I really do not know for the moment. There is some provision in the tariff, I think.

Q. Who is there connected with your establishment who would know about the details of that? A. Well, I ought to know, but I do not; I have forgotten it for the moment. If you want it, I can get it and let you know, or I think the tariff provides for it.

2586 Q. Would Mr. Hunter know about it? A. Yes, sir; he would know the details of that; yes, sir.

Q. Well, would it be entirely convenient for you to furnish the information? A. Oh, yes; I can get it for you.

Q. Out of what is the commercial allowance paid? A. Why it is paid from the treasuries of the several railroads.

Q. I don't mean that; ultimately out of what does it come? It comes out of the fare does it not? A Why, I assume it does, yes, sir.

Q. Don't you know that it does? A. It is a percentage on the fares, and the accounting as to that is done by the different railroads.

Q. But ultimately it comes out of the fare? A. I should say that is correct, yes, sir.

Mr. Spooner: That is all.

By Mr. Beers:

Q. After they have arrived here, and immigrants have been furnished with tickets, and they have expressed a preference for any particular road, then the residue of the immigrants, who arrive here by ship, 2588
for points in the West are apportioned off to different lines, is not that so? A. Yes, sir.

Q. Is that apportionment done by the lines themselves? A. By our agent at the Island.

Q. Who is appointed by the different lines? A. Yes, a representative of the lines.

Q. And in respect to those immigrants so apportioned among these lines, there is no competition as between the lines, that apportionment is made by agreement? A. Yes, sir; that is right.

Q. The steamship lines have nothing to do with that apportionment? A. No, sir.

Q. The apportionment is made, is it not, after the 2589
arriving immigrants have passed out of the charge of the Bureau of Immigration, and are officially landed? A. At the time the orders are presented for the tickets, the assignment is made to the roads.

By Mr. Spooner:

Q. To what extent is the administration of the immigrant business here by your association reported to the Interstate Commerce Commission, or comes under their supervision? A. There is no reporting required of us currently, to the Commission.

2590 Q. What officer of the Government here is affected by the administration of the business by your association, and is advised of it? A. We are not called to keep any officer advised.

Q. Do not any of the Government officers keep advised as to this business of transportation?

Mr. Dorr: I object to that as he is asking for the speculation of the witness purely, unless he can show that some Government officer or official gave him information on the matter.

2591 Q. Well, you could not get a change in the tariff without the approval of the Interstate Commerce Commission could you? A. Yes, sir.

Q. You can? A. We can make the changes; yes, sir, and take the chances of the Commission disapproving of them. We can take those chances under their order of suspension. So far as Commissioner Williams is concerned, he knows what is going on, but it is not incumbent upon us to keep him advised.

Q. Well, he is kept advised? A. I don't know as he is kept advised.

Q. Well, he would not know if he were not in some way advised? A. Well, we have conferred with him a good many times as to matters and he knows what

2592 is going on. We rent our quarters from him at the Island, and have more or less business together.

By Mr. Beers:

Q. The agency, which you have just testified to, is a tenant of the United States Government? A. Yes.

By Mr. Burlingham:

Q. Who is your agent at Ellis Island? A. Joseph Senter.

Q. How long has he been the agent? A. Forever, I guess—I don't know how long, but a great many years; I don't know exactly how long.

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Q. He has a staff of Clerks there? A. Yes, sir; a very large staff.

Q. And is he the person who determines just what particular trunk line the immigrant shall travel on? A. Well, not entirely. He is under the direction of the main office here. We keep the accounts of the movement of the passengers, and give him his instructions as to routing.

Q. In order that we may understand it clearly, will you tell us what would happen if a ship arrived with twenty-five hundred immigrants, what would be the *modus operandi* of routing these people? A. Mr. Senter would have received his daily advices as to how 2594
the passengers were to go, and in what proportion; and he would be notified about them. Twenty-five hundred passengers if their destination was such that it would not interfere with their convenient traveling, they would be assigned to one road or the other. We cannot invariably follow the division, nor does it happen that every road always gets its equal share. There is always an excess or a deficit from one cause or another. There may be an overplus of passengers destined to such a point that the routing would be by one road and for the consideration of convenience, the immigrant might be sent by that road although that road might be at the time in excess of its share. 2595

Q. Would Mr. Senter determine that or would somebody else, some other body? A. He is under Mr. Hunter's direction. Mr. Hunter gives Mr. Senter his current advices as to the direction and allotment of passengers. In the absence of any special direction he would advise him as nearly equally as he could, keeping in mind the destinations, etc.

Q. When does the clearing house work come in—what you call the clearing house, as I understand it? A. When these orders are presented by the steamship

2596 company, at our agency at the Island, and the tickets are issued, those orders come into our possession, and those accounts are made up monthly or semi-monthly against the respective steamship companies for the money that is due to the clearing house, which they have previously collected for the railroad fare. And then they are in turn rendered a statement of the tickets, on which there is to be an allowance of a commission, and the money is passed.

Q. If at the end of any such period, of a month or a year, six months or a year, as the case may be, it is found that one road has carried less than its quota, is
2597 this made good to the road, in any way? A. No.

Q. Is this righted in the future? A. Why, as to the balances as between the roads, certain roads today may be in excess of their share, and certain of them will have a deficit, but we undertake to equalize enough to make up this deficit; but primarily it is based on an equal division, but owing to the destination which the immigrants desire, their going by any particular road, it is impossible to always have an equal division, so that there is always a little deficit or a little excess, but as a matter of fact the division is practically equal.

Q. And if there is a deficit, or an excess, it is made
2598 up in future transactions? A. By future routing of the immigrants, yes, sir.

Q. And this is the system that was investigated by the Interstate Commerce Commission? A. Well, I want to say that this particular feature of our business was investigated and the commission, as you will see by their reports, published by them, went into the whole question of the Immigrant Traffic.

Q. Including the routing of passengers? A. I am not sure whether that was investigated or not.

Q. Well, the system was an open book to the Commission? A. Oh, yes.

Mr. Dorr: I object to the form of that question.

Q. You had nothing to conceal, and did conceal nothing at that time?

Mr. Dorr: I object to the form of that question.

A. No.

Q. You have stated in answer to the district attorney that you knew of no agreement with the Interstate Commerce Commission. Did you mean that you knew of no agreement in writing, or what did you mean? A. I know of no agreement in any form. 2600

Q. It was not necessary to have any agreement? A. I don't know much about what is comprehended by an agreement between the carriers, and the Interstate Commerce Commission.

Q. Well, I did not ask you the question, the district attorney asked you whether there was any such agreement, whether you knew there was any such agreement? A. I don't know of any.

Q. The Interstate Commerce Commission has never expressed any approval of the system that is now in vogue now with the Trunk Lines, and has been for many years? 2601

Mr. Dorr: Objected to as too general.

A. Not to my knowledge. The only expression I know of is contained in their public report.

Q. And the only question apparently that has been raised between your association and the Interstate Commerce Commission has been the question of com-

mercial allowances? A. I cannot say that any question has arisen as between the Interstate Commerce Commission and our association.

Q. You mean it was merely a conversation you had with one of the members? A. It was merely a disclosure to the commission of what the arrangement was.

Q. That is, in behalf of the association you or some member of the association or an officer of the association stated the facts frankly to this member of the Interstate Commerce Commission is that the fact? A. Yes, sir.

2603 Q. And asked his opinion about it? A. No, we did not ask his opinion, simply informed the commission as to what these arrangements were.

Q. When was that? A. Oh, March or April, I have forgotten exactly.

Q. March or April of this year? A. Yes, sir.

Q. What member of the Commission was it? A. The chairman.

Q. And his answer was that it was a matter for the Department of Justice to attend to, is that what I understood you to say? A. That is my recollection, that was the form of the communication, in so far as it related to the commercial allowances.

2604 Q. What was it that led the association to make this provision for routing on a basis of absolute equality between the eight roads? A. Because it was considered an equitable apportionment of the business.

By Mr. Bullowa:

Q. When you have spoken about the allowance or disallowance of the commercial allowance you only meant to say that the practice was that of the railroads forming the Trunk Line Association. You do not mean by that that it was railroads controlling traffic originating east or west of Chicago, do you? A.

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Well, I don't know to what part of my statement you refer. I don't know what part of my statement is included in your inquiry. Did you inquire as to the early days?

Q. At the present time? A. I don't know anything about the present methods.

Q. On their allowance, the commercial allowance? A. At the present time?

Q. Yes, on business originating either east or west of Chicago? A. No, I don't know.

Q. Now, of course, all the railroads or steamship lines carrying immigrants, conducting immigrant traffic from New York westward are not members of this trunk line association, are they? A. No.

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Q. Now, then, what is the method of equalizing the immigration with those who are not members of this association, and the members of the Trunk Line Association, is there any arrangement in connection with that? A. The Ellis Island agency applies wholly to the New York roads, and this provisional arrangement is only as between the New York roads there, and other roads who are not members of the Trunk Line Association do not participate in the immigration traffic.

Q. But there are certain other lines, such as the Clyde and Old Dominion Line? A. We have nothing to do with them.

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Q. Have those other lines an agency in Ellis Island? A. The Old Dominion Line has.

Q. Has the Clyde? A. I am not sure; I think so.

Q. Has the Ocean Steamship Line of Savannah? A. I don't know.

Q. Has the Southern Pacific? A. Yes, sir.

Q. How is the immigration apportioned as to those roads? A. They are not parties to the apportionment.

Q. Are the members of the Trunk Line Association in competition with those roads as to means of egress? A. Yes, sir.

2608 Q. Is that one of the reasons for the allowance of the commercial allowance? A. Oh, indirectly; yes, sir.

Q. Do you know any of the members of the Central Traffic Association? A. There are a great many roads.

Q. Where does the Central Traffic Association operate? A. Well, generally speaking at the western termini, Buffalo, Pittsburgh, Parkersburg, and westward to the Mississippi and south to the Ohio River.

Q. Do they make commercial allowance on business in their territory? A. Coming eastward?

2609 Q. Yes. A. I understand that they do.

By Mr. Spooner:

Q. Your employment is entirely for the railroad companies, is it not? A. Mine? Yes, sir.

Q. You think it would be better for the railroad companies, if they would get rid of the commercial allowance, you think they would make more money, don't you? A. That is only my personal view. I am more or less opposed to railroads paying commissions.

Q. That is your individual view? A. Only my individual view.

2610 Q. You mean that you are the only individual who entertains that view? A. Do I have to answer that?

Mr. Spooner: No, you can strike it out.

Mr. Crim: Answer the question. A. No, sir; I am not the only individual, but that is my personal view. It is very evident that the officers of the railroads do not entertain that view.

Mr. Spooner: I move to strike that out.

By Mr. Bullowa:

Q. What arrangement has the New York, New Haven and Hartford Railroad Company with the

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Trunk Line Association? A. I don't know whether they have any arrangement or not. They have an agency of some sort at the Island, and get some business, but they have no arrangement through our association, as I understand it. They are not parties to our association.

Q. They do not operate in the same territory? A. No.

By Mr. Crim:

Q. What was the occasion of your transmitting this information to the chairman of the Interstate Commerce Commission, last spring, with respect to the traffic arrangements concerning immigrant traffic at Ellis Island? A. Why, about that time we revised our arrangements and methods.

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By Mr. Spooner:

Q. What arrangements? A. Covering the handling of the immigrant at the Island, and it was thought desirable that these new arrangements should be made known to the Commission.

By Mr. Crim: And previous to that Mr. McCain, you had heard about an investigation, or were informed as to an investigation by the Government with respect to immigrant traffic? A. Why, yes, we had heard some rumors that the Government was going to look into the matter.

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Mr. Spooner: I object to the word "rumors" and move to strike it out.

The Witness: But that, I had nothing to do with.

Q. Information had to come to you that subpoenaes had been issued with respect to an investigation of the immigrant traffic?

Mr. Spooner: Objected to as immaterial and irrelevant.

A. No, not quite as far as subpoenaes were concerned.

Q. What effect, if any, did the removal of the immigration station from Manhattan to Ellis Island have upon this traffic? A. Well, I don't know absolutely, but I assume that it had the effect of concentrating the business at the Island and permitting arrangements to be made there for the comfort and welfare of the immigrants.

Q. Many of the disadvantages of which you have spoken today to which the immigrant was subjected in New York, were removed when the immigration
2615 station went from Castle Garden to Ellis Island? A. Yes, sir; that is my understanding.

Q. Do you know of any benefit that the immigrant received from this practice of the paying of a commercial allowance at this time? A. If the present arrangements of agency service as performed by the steamship companies throughout the interior foreign countries was interfered with that might be found to be a disadvantage to the immigrant, and it is assumed if this allowance were not made, there might be some curtailment of that service, and it seems to be an advantage to the immigrant to be able to get his tickets abroad for his entire journey; and if the ar-
2616 rangement as at present in effect were disturbed, why some other form of agency would probably have to be established so that the immigrant might get his through ticket; and to that extent, indirectly, it might be considered that the immigrant was benefited by the paying of the allowance for what the carriers term and consider an agency service, and which the steamship companies employ in order to furnish the immigrants with their through tickets and arrangements.

Q. Well, taking two immigrants coming from Russia to interior points in America, one going to Newark,

2617

New Jersey, and one to Chicago. On the immigrant to Newark, New Jersey, the steamship companies receive no commercial allowance? A. No, sir.

Q. And on the immigrant coming to Chicago they do? A. Yes, sir.

Q. Now, does the Chicago immigrant receive any direct benefit because of that commission over the Newark immigrants? A. No, I think not, they are both handled alike, and are both able to get their inland transportation under the same methods.

Q. The money which the immigrant pays for his westbound transportation, in Europe, is held by the steamship companies for some time before it is paid over to the railroads, is it not? A. Well, I can't say some time.

2618

Mr. Spooner: I object to the form of that question as leading.

A. (Continuing.) I don't think it kept an unusual time. The adjustment of the amounts due are made by the steamship company within a reasonable time.

Q. I understand that there are periodic settlements between the railroads and the steamship lines with respect to this traffic? A. At least once a month.

Q. So that upon the passage of an immigrant from Germany the steamship company has the railroad's capital for some little time? A. It has the money collected from the immigrants for all fares west from New York.

2619

Q. And now, that will be quite a period of time upon a prepaid ticket from the middle west to Europe —that is a ticket that has been purchased in the middle west and sent to Europe to bring an immigrant to this country? A. Yes, sir.

Q. Is there any agreement among the railroads with respect to these immigrant rates? A. You are referring now to the New York rates?

2620 Q. East and westbound? A. Well, there is no so called agreement. There is an adjustment of rates as between the various competing roads, the competing routes, which is arranged for. There is the initial roads and then their connecting roads, and their connections.

Q. As an expert, Mr. McCain, is the steamship company any more than a connecting carrier in this immigration service?

Mr. Beers: Objected to as calling for a conclusion not only of fact but of law.

2621 A. The service as between the steamship company and the railroads is very similar to that performed at a great many terminals and junctions in many parts of the country. In that sense they are connecting carriers; in the sense that if you went from the point of law of the Commission, they are not connecting carriers.

Q. Under the act to regulate commerce? A. To the extent that they would have through joint arrangement and joint tariffs.

Mr. Crim: That is all.

By Mr. Beers:

2622 Q. In reference to this so-called $2.50 zone, as a matter of fact the fare within that zone is so insignificant as to make it inadvisable to do the bookkeeping that would be involved to pay a commission on the ticket, is that not right?

Mr. Dorr: Objected to as leading.

A. I presume that was one of the reasons why it was excluded from the commission arrangement.

2623

By Mr. Bullowa:

Q. The rate on immigrant traffic from New York among the members of the Trunk Line Association is all the same, is it not? A. Yes, sir.

Q. But on first-class traffic the rate is not the same, and that is because some of the railroads running west from New York have better facilities than the others, better roadbeds? A. Or unless the others are not so good.

Q. But the immigrant whether he is routed over a standard road like the New York Central or the Pennsylvania, or whether he is routed over the Le- 2624
high Valley or the Erie, he pays the same rate? A. The fare is alike, we consider the fare the same.

Q. I know, but the roadbed is different? A. I am not competent to say.

Q. Well, the time is different? A. It might vary a little but they are substantially alike. There is not enough variation in the time to be of consequence to the immigrant.

Q. Who takes the risk of the agent paying the railroad, the financial responsibility of the agent? Does the railroad take the risk in regard to that? A. Which agent?

Q. The agent who sells the ticket? A. Abroad?

Q. Abroad, or a prepaid ticket in this country? A. 2625
We look to the steamship company.

Q. And the commercial allowance is, in a certain way compensation to the steamship company for taking the financial responsibility of the agent paying them the amount due to the steamship company?

Mr. Crim: That is objected to as not cross-examination and as leading.

Q. Is that the fact? A. That is one of the considerations for which the commission is given.

2626 *C. C. McCain*

Q. Do you know anything about the control stations abroad? A. I have only read about one in the last day or two. I am not conversant with them.

Q. Well, from the information that you have, is not the station at Ellis Island similar? A. I don't think so. I don't know what you want to have me say, but I do not think there is any similarity between Ellis Island and these other ones which I have been reading about. Ellis Island is a station of the Government, established in this country for the orderly handling of immigration.

2627 Q. Well, the control stations are stations of the Government abroad? A. I don't know.

Q. Well, can you so state from the knowledge you obtained in reading about them? A. I don't know.

Q. You said that the matter of time was not a factor in giving the immigrant a route. But is that not a factor with first-class travel? A. Certainly, that is one of the considerations entering into the scheme of differentiation as between the different roads affecting their first-class travel. The matter of time, and their other facilities are factors in those matters.

By Mr. Dorr:

2628 Q. Do you understand that the steamship companies deliver their rail orders to passengers or purchasers on credit, in any case? Don't you understand that the steamship companies always have in their possession, or in that of their agents, the money for the railroad fare before they issue a rail order? A. I don't know anything about it, sir.

Q. Well, then what do you mean by stating that the risk of the steamship companies is taken into consideration as a basis for the commercial allowance? A. I don't know that I said anything of that kind. I understood the inquiry to be taken broadly as to whether the collecting, if you please, the collecting of cer-

2629

tain railroad fare for immigrant tickets by the steamship companies or their agents was not—that the accounting for those moneys was not a financial transaction of such a nature which might justify some compensation in the way of an allowance.

Q. Well, the interest on the money is compensation also, to them, is it not? A. That may be true, but, that I think is recognized as one of the factors that a man who is getting his compensation on a few commissions, that he is responsible if he collects money and takes care of it.

Q. Do you recognize that on first-class tickets, they are getting a commercial allowance? A. No, sir, we do not. 2630

Q. Do you consider as to that that the use of the railroad money is quite sufficient compensation to the steamship companies? A. I do not know whether that is the reason why we do not make any allowance on first and second-class tickets. I don't know as to that.

Q. Isn't the reason that they allow the commercial allowance in the case of the third-class traffic and not in the case of the first and second-class traffic, that the steamship companies can control the steerage business going westward, on the railroads and it cannot control the first-class traffic? A. I will answer that question this way: The reasons for the carriers making the 2631 commercial allowances to the railroads, which they think they are fully justified in doing, is that they act in the capacity of agents. The only thing, the financial feature, touched upon as part of the agency service, is the furnishing of our tariffs to the immigrant, and I presume they are translated in certain countries, to some extent, where they are needed, and all of that is regarded by the carrier as an agency service, for which they think they are fully justified in receiving compensation by commission. Now, you asked as to the control of the routing. That is another feature.

Q. You do not, however, furnish any compensation to the steamship companies for first-class business or second-class business? A. No, sir.

Q. Although it covers precisely the same services, the same services rendered by them?

Mr. Spooner: Objected to on the ground that the question assumes something that the witness has not testified to.

A. I do not know how the first or second-class business is conducted.

2633 Q. Is the service of the steamship company, in selling a ticket to a point within the $2.50 zone any less onerous than it would be to sell a ticket to San Francisco? A. No, sir.

Q. And, as a matter of fact, where it sells a ticket to San Francisco it has the use of a much larger sum of money, than where it sells to a point within the $2.50 zone? A. Yes, sir.

Q. And for that reason it receives less recompense? A. Yes, sir.

Q. Aside from the fact that it receives any commercial allowance? A. Yes, sir.

Q. Is it a fact that the steamship companies cannot control the first-class business? A. Well, I don't know

2634 whether they can or not. Some of the lines think they can, that is control it through their ships.

By Mr. Crim:

Q. They have always maintained that they could among those trunk lines? A. They have at times considered that they controlled it.

By Mr. Dorr:

Q. Do you think, as a matter of fact, in your opinion, that the steamship companies, can control the inland transportation of their first cabin passengers, Mr.

2635

McCain? From your experience, is it your opinion that the companies can control the inland transportation of their first cabin passengers in the United States? A. I should say no, as a general proposition, because the first-class passengers usually know where they want to go and how they want to go there.

By Mr. Spooner:

Q. They do not control the inland transportation of any of their passengers, in your understanding? A. There are times, when business has been concentrated by steamship lines on certain railroads.

2686

Q. That was because the immigrant had no choice? A. Yes, in a general way.

Q. Has that been within the last four years? A. Well, there has been one or two spasms of that sort, yes, sir.

By Mr. Crim:

Q. As a matter of fact you could divert a great deal of this traffic through Canada, couldn't you? A. That is another feature in connection with the commercial allowance, and one of the reasons why the carriers think such allowance is essential, and reasonable. That is, if it is not allowed, the steamship companies serving New York and the other Atlantic

2637

ports would send a large proportion of their business through the Canadian ports. The Canadian railroads pay commission on immigrant traffic, and also on first and second-class traffic, and to all points; and the trunk lines feel justified in making this allowance by reason of all of those conditions and that they consider is in the nature of an agency service. I would like to say again that the expression, that the commissions ought not to be allowed, as I say, I would like to repeat is purely my own expression.

By Mr. Bullowa:

Q. There is competition between the railroads of Canada and this country for the immigrant traffic and for the first-class traffic? A. Surely, pretty strong.

Q. Strong competition? A. Yes, and it is being increased by the steamship people stopping at those Canadian ports after they come to New York or before, dropping in at Halifax on the way.

Q. The financial responsibility of an agent who sells an immigrant ticket, and the financial responsibility of the agents who sells the first-class ticket is con-
2639 siderably different, is it not? A. No, I really don't know as it is. I would say that they were practically the same agent, the same agency, or at least different men operating out of the same agency.

Q. The railroad always takes a certain risk when it places its tickets in the hands of an agent? A. Surely, but we do not consider that we place our tickets in the hands of any agency. We are dealing with the steamship companies.

Q. Suppose you placed these tickets in the hands of agents and did not have any arrangement with the steamship companies, you would then take the risk of the agent coming in and paying the amount due for
2640 the ticket? A. Surely, but we would have to protect ourselves in some way. But, we have not yet found it necessary to bond the steamship people.

By Mr. Dorr:

Q. You are familiar with the conditions which existed in the City of New York in recent years, as regards the accounting for tickets when sold? A. No, sir.

Q. The railroads have never suffered any loss through the sale of tickets in this way, have they? A. I don't know of any, there might have been some isolated cases, but I don't know of any.

2641

Q. You say that you do not look to the agents at all? A. No, sir, we are dealing with the steamship company, they handle these orders, present them at our office.

By Mr. Spooner:

Q. There is one thing that I wanted to have cleared up in my mind, and that is this: I wanted to find out, to ascertain how much commercial allowance would there be on the ticket of an immigrant who bought his ticket on the other side destined to Newark, New Jersey? A. None.

2642

Q. What would any commercial allowance be, if an allowance were made to Newark, what would be the amount of it? A. If we were to apply ten per cent of the fare to Newark, it would be ten per cent of whatever the fare is, which I do not happen to recall. However, it would be a very small amount, as you can see. I think the fare is about 17 cents by the tube route uptown or 15 cents.

Q. And to arrive at a computation of that allowance would not warrant the bookkeeping that would be necessary? A. Oh, no, sir. Those are handled like all other matters which the railroad has, there is a minimum, below which they do not go.

2643

Q. And in that case it is $2.50? A. Yes, sir, that is $2.50 as I understand it.

On a great many of those tickets within the $2.50 zone there is no competition, they would have to go on one railroad anyway.

Mr. Dorr: That is all with this witness.

Adjourned to 2 o'clock P. M.

After recess.

MAX STRAUS, recalled:

Direct-examination by Mr. Dorr:

Q. Mr. Straus, are the steamers which are running on your line now more or less economical of operation than the steamers you formerly ran? A. I am not an operating man and what answer I give is only supposition.

Q. Does that same answer apply to the testimony which you have previously given in regard to rates?
2645 A. No, that is by experience.

Q. Can you state whether or not a rate is profitable or not without knowing the cost of operating a ship? A. We can only say approximate or about and it is not exact; we are not operating people.

Q. Do you make the rates? A. No, sir; our rates are made by my company.

Q. Where? A. At Libau.

Q. I show you a certain letter and ask you whether or not that was received by your company? A. This letter was received by me, yes, sir, from my company at Copenhagen.

Q. What company? A. The East Asiatic Com-
2646 pany.

Q. The East Asiatic Steamship Company? A. Yes, sir.

Mr. Dorr: I offer that letter in evidence unless you gentlemen desire to have the whole of it in evidence, I suggest that I will read in evidence the part which I desire.

Mr. Burlingham: Just this paragraph is all you want?

Mr. Dorr: Yes.

The Witness: May I see that letter, Mr. Dorr?

Mr. Dorr: Not at present, Mr. Witness.

2647

Marked Petitioner's Exhibit No. 227.

Mr. Dorr: Letter from Copenhagen, 15th of September, 1908, on the letterhead of the East Asiatic Steamship Company, addressed to Messrs. A. E. Johnson & Co., New York, Dear Sirs:

Mr. Spooner: Are you going to read it?

Mr. Dorr: I am simply going to read the part I desire, unless you wish the entire letter offered. (Reading.) "We beg to acknowledge receipt of your favors, one of the 2nd, three of the 3rd and one of the 4th inst., and copy of your letters of the 4th inst. to Messrs. Ruys & Company, Rotterdam, * * * *Prepays:* We note you have fixed a rate prepaid from Libau to New York of $35, including head tax and all lines agreed thereto. We further notice you are going to advance second cabin rates from Libau to New York about $2.50 per head * * * Yours faithfully—"

2648

Q. What is that signature? A. That signature is Capt. Schmiegelow.

Q. Is Captain Schmiegelow an officer of that line? A. An officer of the East Asiatic Steamship Company, I believe.

2649

Mr. Spooner: What is the point of it, that he fixed the rate here?

Mr. Dorr: I will have to leave that until after you have read the record. The point of it is quite apparent.

Mr. Beers: Of course, this is subject to objection.

Mr. Dorr: I show you what purports to be a letter under date of the 25th of August, 1908, addressed to your line from the Russian East Asiatic Steamship Company?

The Witness: Yes, sir.

Mr. Dorr: I offer this letter in evidence.
Marked Petitioner's Exhibit 228.

Q. Did you send this copy (handing document to witness) to the Russian East Asiatic Steamship Company? A. Yes, sir.

Mr. Dorr: Purports to be a copy of a cablegram to the Russian East Asiatic Steamship Company, from A. E. Johnson & Company, New York, under date of the 25th of August,
2651 1908. I offer that in evidence.
Petitioner's Exhibit 229.

Q. This copy of a cablegram, Government's Exhibit 229, which has just been offered in evidence, was received by you with an enclosure in the letter, Government's Exhibit 228? A. Yes, sir.

Mr. Dorr: I show you what purports to be a letter and a copy of a telegram, letter under date of the 1st of September, 1908, copy of telegram purporting to be under the date of the 2nd of September, 1908, and ask you whether that is a letter received by A. E. Johnson & Company? A. Yes, sir.

Mr. Dorr: I offer the letter in evidence?
2652 Petitioner's Exhibit 230.

Q. As to this what purports to be a copy of a cablegram, was this a cablegram sent by you to the Russian East Asiatic Steamship Company? A. I think so.

Mr. Dorr: I offer that in evidence.
Petitioner's Exhibit 231.

Mr. Dorr: I show you a letter under date of the second of September, 1908, and ask you whether that

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is a letter received by you from the Russian East Asiatic Steamship Company?

The Witness: Yes, sir.

Mr. Dorr: I offer that in evidence.
Petitioner's Exhibit 232.

The Witness: These are the letters I furnished you with under subpoena.

Mr. Dorr: Yes. Mr. Straus, I show you a letter under date of the 5th of September, 1908, and ask whether that letter is one received by you from the Russian East Asiatic Steamship Company?

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The Witness: Yes, sir.

Mr. Dorr: I offer that in evidence.
Petitioner's Exhibit 233.

Mr. Dorr: I show you what purports to be cablegram under date of the 2nd of September, 1908, and ask whether that is a copy of a cablegram received by you?

The Witness: Yes, sir.

Mr. Dorr: I offer that in evidence.
Petitioner's Exhibit 234.

Mr. Dorr: I show you what purports to be a cablegram and ask whether that is a cablegram received by you from your line?

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The Witness: Yes, sir.

Mr. Dorr: I ask whether the pencil memorandum above the first word of that cablegram is a translation of the typewritten code word?

The Witness: Yes, sir.

Mr. Dorr: I offer that in evidence.
Petitioner's Exhibit 235?

Q. Mr. Straus, do you keep a press letter book? A. We have not kept a press letter book in some time; we don't keep one now, just slips.

2656

Q. When did you discontinue keeping a letter press copy book? A. I think in 1907 we changed the form and had simply slips, carbon copies.

Q. What is the last letter press copy book you have in your possession? A. I was trying to find it; I haven't got any; we have been moving and haven't been able to find it.

Q. You have not been able to find your last letter press book containing copies made in that way? A. No, sir, I hope to.

Q. What is the method which you use to preserve copies of letters sent by you? A. We file them in

2657 alphabetical order.

Q. File them in a regular filing case? A. Regular filing case.

Q. You preserve all copies of letters sent out by you? A. Yes, sir, and then at the end of the year we pack them up and put them away.

Q. Have you made a search through all of the copies of letters which you have sent to your line, in obedience to the subpoena which has been served upon you? A. I have made a search but I have not been able to complete it yet.

Q. And these papers that you have produced do not represent complete answer to the subpoena? A. They

2658 represent all that I could find for the time being.

Q. You received the subpoena some two weeks ago did you not? A. Yes, sir, but I tried to explain to you—

Q. When did you begin the search of the letter press copies of your correspondence? A. About immediately afterwards.

Q. And have you examined the letter press copies for the year 1908 yet? A. I don't think I have got any press copies for 1908.

Q. I don't mean book, but haven't you any copies of the letters which you sent to your line during that year? A. I ought to have them.

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Q. Have you not found them yet? A. I haven't found them, but I hope to find them.

Q. What have you done to find them? A. I had two or three clerks go down and look through and I think some boxes down there, they are going to open them up, boxes that have been put aside, railroad vises and things of that kind.

Q. What are the names of those clerks? A. One is Mr. Nahmschik.

Q. What are the names of the others? A. The others, one is Mr.—I forget his name—David Israel, a stenographer.

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Q. What is Mr. Nahmschik's first name? A. I forget his first name. Mr. Israel claimed he gave all of the letters that he had in his possession to Mr. Bullowa, because he has only been stenographer there about a year.

Q Claims that he gave them to Mr. Bullowa? A. Yes, sir.

Q. When? A. To deliver here.

Q. To deliver here? A. Yes, those amongst the papers that you got.

Q. Mr. Israel says that he has given to Mr. Bullowa all of the letters which he has been able to find? A. In his file, because he has only been with us about a year.

2661

Q. Have you had him make a search through the files of 1908? A. No; he doesn't know anything about those files.

Q. Have you had him make a search for them? A. No.

Q. He is not one of the men you have had make a search through the earlier files? A. No, he is not.

Q. Has anyone besides Mr. Nahmschik made a search through the earlier files? A. I don't know; I suppose some of the other clerks.

Q. Well, who? A. I don't know whether Mr. Jurgensen or not has made a search.

Q. Did you direct him to? A. I don't exactly remember; I think I did; I am not sure.

Q. What is his first name? A. I don't remember his first name.

Q. Although you directed this search to be made through the copies of the outgoing letters of your line for the year 1908 some two weeks ago, you have been unable to find any? A. I found everything that pertained to what I understood the subpoena was, except some carbon copies of letters I wanted to bring you.

Q. You have not produced any outgoing letters, have you? A. I think there must be some in the files.

2663 Q. I will show you the rest which Mr. Bullowa has produced? A. We just picked the file right out, Mr. Dorr, and gave it to Mr. Bullowa to deliver here.

Q. The file of what? A. The file of all letters addressed by us to our company at Libau.

Q. For what years? A. He was only with us about a year, the stenographer.

Q. He has only been with you for a year? A. Yes.

Q. Well, then the letters that you gave to Mr. Bullowa did not cover the period called for by the subpoena at all; what have you done to obey the subpoena? A. We went through the different letters

2664 that we thought that you were interested in, everything pertaining to conference, rates, agreements, telegrams, congratulations of the company and so forth; that is all we thought that you wanted from us; I didn't know you wanted our entire files.

Q. Have you been through the letters which you wrote to your home office? A. On these subjects?

Q. Yes? A. Yes, sir.

Q. Well, then you now say that you have examined the copies of letters which you wrote to your home company during the years 1908, 1909 and 1910? A. Not 1908, 1909 and 1910.

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Q. Those were the years called for by the subpoena, were they not? A. I believe so.

Q. Why didn't you make an examination for those? A. I am not finished yet, Mr. Dorr.

Q. You made no statement, nor Mr. Bullowa made no statement that this was a partial production? A. Evidently I misunderstood the subpoena.

Mr. Bullowa: Mr. Dorr, we have tried to produce all of the letters we could lay our hands on.

The Witness: I did not think you wanted the entire office correspondence. 2666

Q. Mr. Straus, did you not understand the subpoena called for the correspondence in regard to these matters, in the years 1908, 1909 and 1910; didn't you understand that? A. I understand it better now than I did before, and I have no intention on our part to keep any letters back, because we gave you the most important letters we have in our possession.

Q. You do not consider the letters which you wrote to the home office on these matters as important? A. Not as important as these; no, sir.

Q. Well, it may be that the Court or the Government will take a different view from that, Mr. Straus. Then as a matter of fact you have taken no steps to 2667 search for those letters during that period, to search for the outgoing letters to your home office? A. I didn't so understand it exactly; I didn't know you exactly wanted all of my outgoing correspondence to the home office.

Q. You have not produced any and have not searched for any, have you?

Mr. Bullowa: As I understood Mr. Straus to say he has tried to find that file of letters and has not been able to do it.

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The Witness: We have moved at one time and these letters were in a separate box. I will find them for you, whatever you want. I feel quite certain. We don't want to hide anything.

Q. Have you, up to date, made any search for them? A. Yes, sir.

Mr. Bullowa: Do I understand that you made the search personally or through your clerks.

The Witness: Through the clerks.

Q. You have directed your clerks to make a search for carbon copies of letters written by you or your company, from here in New York to your home office

2669 in regard to fighting ships, entrance into the conference and the other matters covered by the subpoena? A. I have directed them to pick out every letter that pertains to the conference, to the fighting ship and every kind from the company, but I did not speak about certain letters that I have written because I misunderstood that. I gave that subpoena to Mr. Bullowa and evidently we misunderstood the way it should have been, but I am sure I will get you everything you want.

Q. You testified, Mr. Straus, that you had at certain times, while in the railroad business, paid commissions as high as $17?

2670

Mr. Beers: I renew my objection to this line of evidence—the same objection I made when Mr. Sandford and Mr. McCain were on the stand.

Mr. Dorr: I understand your objection continues and need not be repeated.

A. Yes, sir.

Q. On a San Francisco ticket? A. Yes, sir.

Q. Commission? A. Yes, sir.

Q. Was that on a steerage ticket? A. There was no difference between first-class, second-class, or steer-

age or third-class; I think at the time these commissions were paid, when everything was demoralized.

Q. Do you mean to say that the first-class rates to San Francisco were the same as the steerage rates? A. No, sir; you asked me about commissions, first-class commissions, I think, I feel quite certain were the same.

Q. Were the first-class rates the same as the steerage rates at that time? A. There are no steerage rates in the railroads; it is called immigrant rates.

Q. Were the first-class rates on the railroads the same as the immigrant rates at that time? A. Not to 2672
San Francisco.

Q. Do you mean to be understood as saying that the railroads paid a $17 commission on immigrant business at that time? A. The railroads paid more. The outside agencies paid $17 commission and I paid as high as $17 commission.

Q. On immigrant business to San Francisco? A. Yes, sir.

Q. When was that and what was the railroad? A. There were a number of railroads.

Q. Well, give one? A. The Atchison, Topeka & Santa Fe.

Q. You were directly concerned with that and had personally, knowledge of this fact? A. I had personal 2673
knowledge that that commission was paid by the Chicago, Rock Island & Pacific, and the Atchison, Topeka & Santa Fe.

Q. When was this? A. It is a very difficult thing for me to give you the exact year, but it is history in railroading.

Q. Well, what is the date in this history of railroading? A. I could not give you the exact date.

Q. Well, approximate it?

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Mr. Bullowa: About 1894.

Mr. Dorr: I think I will take the witness's recollection, without suggestion from the counsel.

Mr. Bullowa: It is a question of history.

Mr. Dorr: I am examining this witness's knowledge of history on this.

A. It might have been 1891, 1892, 1893, 1894 and 1895, I couldn't say which and possible 1896.

Q. That is back in the 1890's? A. Yes, that one time, and it was renewed again, I think in 1900.

2675 Q. And you say that you paid as high as $17 for commission on immigrant traffic, on immigrant passengers for San Francisco as late as 1900? A. I believe so; of course, I couldn't give exactly the date.

Q. What was the rate at that time, San Francisco rate? A. I think the rate was—

Q. Immigrant rate? A. I think the rate was $63.25.

Q. $63.25? A. I think so.

Q. Have you any records relating to that time? A. No, sir; I have not.

Q. You have no way of verifying your statement then? A. You can verify it through Chairman McCain of the Trunk Line Association.

2676 Q. You have no way of verifying the rate at that time? A. I think possibly by discussion and talking with others that were in the business, we could get down to the time.

Q. But you have no records in your possession that would tell you anything about it? A. No, sir.

Q. Do you know of any place where I could obtain them as to your transactions? A. My personal transactions, no, sir.

Q. Now, to return Mr. Straus to my questions to the new ships which your line put on, put in service, did you take off the old ships when the new ships were put on? A. Yes, sir.

2677

Q. You withdrew the Estonia? A. Yes, sir; the company withdrew the Estonia.

Q. What was the rate which the Estonia charged for transportation from New York to Rotterdam? A. The regular rate?

Q. Yes? A. I believe $33.

Q. What is the rate which your ships at present charge? A. $33 to Rotterdam.

Q. Was the Estonia the same sized ship as the present ships? A. Oh, no, sir.

Q. Smaller ship? A. Smaller boat.

Q. Have you got any record of the expenses of the Estonia? A. No, sir, I do not keep any records of the expenses of the steamers. 2678

Q. You have no records which show the actual cost of the steerage business as carried on by the Estonia? A. No, sir.

Q. Have you any records which show the actual cost of steerage business carried on by the Kursk? A. No, sir.

Q. Have you any records as to the profits on the steerage business made by the Estonia? A. No, sir.

Q. Or the Kursk? A. No, sir.

Q. Have you at any time made a detailed examination of the expense account of either of those ships? A. I have no ways or means of making such an examination. 2679

Q. Your business is to sell the tickets? A. Yes, sir.

Q. You are not concerned with the financial management of the line? A. No, sir.

Q. Have you ever been concerned with the financial management of any line? A. I am interested in the financial but concerned—

Q. Has it been part of your duties to take part of the financial management of any line? A. No, sir.

2680 Q. On your ships when you are unable to secure a full complement of steerage passengers, do you utilize the steerage space for freight? A. That matter is handled by Messrs. Benham and Boyeson.

Q. You know nothing about it? A. I know something about it, they are the ones that work the ships.

Q. Are your ships so constructed in the steerage compartment, that you can shift from steerage to freight and freight to steerage? A. I shouldn't wonder.

Q. I don't want your wonders Mr. Straus, I want any information that you have; I don't want specula-
2681 tion? A. Yes, sir, we can.

Q. Now, such knowledge as you have of steamers of your line and other lines, is that the ordinary methods of constructing the steerage quarters? A. Yes, sir.

Q. So that at periods when the steerage business is light it is practicable to make use of that space in the carriage of freight if freight can be obtained? A. If freight is offered.

Q. You stated that in your opinion your rates ought to be higher than other lines because you have to furnish kosher meat? A. Yes, sir.

Q. What is the relative price per pound of kosher
2682 meat and other meat? A. I understood it was from one to three cents per pound higher.

Q. And how many pounds do you serve to a passenger in the course of a voyage? A. I don't know, but it costs more; that is all I know.

Q. You don't mean to say you furnish them more than a pound a day, a passenger? A. Some eat much more.

Q. It might make 36 cents difference on a voyage? A. It is a lot of money when we have a lot of passengers. We have often had an infant, Mr. Dorr, who paid us only $2.50 and cost us $500.

2683

Mr. Dorr: Mr. Straus, confine yourself to answers to my questions and any information you desire to give, give it to your counsel and if he desires to bring it out he will do so.

The Witness: All right, sir.

Q. The ships of your line since you joined the conference have from time to time been employed as the so-called defending ships? A. Yes, sir.

Q. When so employed, you have sailed them at reduced rates, have you not? A. Yes, sir.

Mr. Bullowa: I object to that as leading.

2684

Q. Have you reduced rates as low as $22 to Rotterdam?

Mr. Bullowa: Same objection.

Q. (Continuing): On those ships? A. I believe so.

Q. Has your line received for those voyages, compensation or remuneration for so reducing its rate, from other lines? A. They never told me so; I shouldn't wonder if they did; I don't know it.

Q. You have no information one way or the other? A. Not from the company to me.

Q. When was this rate of $1 from New York to Chicago? A. I believe that rate started in 1885 or so and lasted over a year, possible two years.

2685

Q. Have there been any such rates since the Interstate Commerce Commission has been in existence? A. I believe the rates were cut from New York to Chicago ten dollars during the time of the Interstate Commerce Commission.

Q. The lowest has been ten dollars? A. I believe so.

Q. And how long ago was that? A. Several years ago; I could not give you the exact time.

2686 Q. When was this rate of $7 from Hamburg to Chicago, was that at the time you mentioned? A. Just about the same time that the Pennsylvania Railroad in their dispute with the other railroads, reduced their rate to Chicago to $1 and the West Shore Railroad followed suit and then went in the hands of a receiver.

Q. That was prior to the Interstate Commerce Commission? A. Yes, sir; and was bought up by the Vanderbilt Lines.

Q. What was the lowest rate from Hamburg to New York within the last 15 years? A. Well, of course, if I answer that—

2687 Q. (Interrupting): Of course, it is approximate, Mr. Straus; I appreciate that? A. I shouldn't wonder one time it was $35, but that is only giving you my idea. I may be wrong.

Q. And the rate from New York is more than that, I suppose? A. It has been as low, outside of the defending steamers I think it has been as low as $27 or $28.

Q. And what has been the rate to Rotterdam? A. They don't vary very much, about the same, except that the railroad's fare in the interior cost from $2 to $2.50 more than it costs from Hamburg.

Q. And the Rotterdam rates have ordinarily been
2688 lower than the Hamburg rates? A. Oh, about the same, about the same.

Q. And there has been no substantial variations from those rates? A. Not that I know of.

Mr. Dorr: That is all.

CROSS-EXAMINATION by Mr. Bullowa:

Q. You testified the other day that one of your vessels went out, the Pennsylvania of the Hamburg Line went out with 15 passengers; do you want to correct that? A. Yes, sir.

2689

Q. What are the facts? A. It was the Pretoria that went out on the 15th inst. instead of the Pennsylvania, and she went out with only ten steeragers instead of 15.

Mr. Dorr: You are sure it was ten and not a hundred.

The Witness: No, sir, I verified it by telephone and asked the Hamburg Line whether I was correct in my statement.

By Mr. Bullowa:

Q. Mr. Straus, the question put whether the commission which you paid on the ticket to San Francisco of $17.50 was unusual and whether you could verify that information, I understood your testimony to be that you had no way in which you could verify that statement, but was a similar commission paid to other people in your position at the same time? A. They all paid it. 2690

Q. Other people received it? A. Every steamship company received it.

Q. There wasn't anything unusual about it at that time? A. Oh, no; the Southern Pacific paid it in Europe through their agent.

Q. You were asked whether you fixed the rates or whether the company in Europe fixed the rates; and I understood your testimony to be that you fixed the rates; the company fixed the rates? A. Yes, sir. 2691

Q. And certain exhibits were shown you, which I think run from 227 to 235, inclusive? A. Yes, sir.

Q. Will you explain your testimony in connection with those exhibits? A. The managing office when the Russian East Asiatic Steamship Company was first in existence, under the General Passenger agentship of New York—Copenhagen was the managing directors; they received all information from our company's general agent at Libau which was the working

end of it and when you might see a letter saying we see you have arranged your rates and so and so and so, that was instructions to us from Libau and we in writing a letter and answering it sent a copy of every letter that we sent to Libau, to the managing directors at Copenhagen up to the time we were told not to send any more of these letters, but confine all of our letters to Libau. At that time we had a general agency, I believe prior to that, in Libau, by the name of Niefau & Company, who not alone represented our line, but represented the Russian Volunteer and he was afterwards dismissed for reasons best known to the company, and
2693 the company then assumed the old management at Libau and that is the reason why it might look conflicting to my testimony here when these letters say "We see you have made such and such rates"; not me, my company through the company at Libau.

Q. Or through Niefau? A. I don't know whether it was Niefau, but also my instructions was in all cases when we were not in the conference to follow the Volunteer.

Q. Whatever rates the Volunteer fleet made to follow them? A. That was my instructions.

By Mr. Dorr:

2694 Q. The Volunteer Fleet was not in existence at the time of these letters? A. I said prior, when we were out of the agreement.

Q. Did you in fact fix the rates? A. I have no authority to fix rates; everything done by us in this country is subject to the company's approval.

Q. As I understand, your most recent information is that your company is not a member of the conference? A. That is my information, that they are not a member of the conference.

2695

By Mr. Beers:

Q. Mr. Straus, did I understand you to say that the lowest steerage rate from Hamburg to New York within the last 15 years was in the neighborhood of $35? A. I said from $30 to $35.

Q. In designating that as the lowest rate, did you include rates which had been charged at time of wars? A. No, sir; I did not. I meant when everything is regular, and no fighting of any kind, legitimate rates.

By Mr. Dorr:

2696

Q. That is at time when there has been an agreement as to the rates, that is what you mean, is it not? A. No, sir, I mean regularly, when there is harmony in the steamship business, as well as in the railroad business.

Q. When there is no competition among the various lines? A. When there is no illegitimate competition. It is not legitimate when you have a $22 rate against a $33 rate.

By Mr. Bullowa:

Q. You have been in the steamship business, we will say for the last 25 years, have you not? A. Yes, sir.

2697

Q. And there have been in the steamship business years of extreme leanness? A. Yes, sir.

Mr. Dorr: I object to any further testimony as to the financial outlook of this witness, on the ground that the witness has already disqualified himself from any testimony on that point, by showing an absolute lack of familiarity with it.

Q. Years of extreme depression?

Mr. Dorr: I make the same objection.

2698 *Max Straus*

A. Yes, sir.

Q. Well, I mean if you are familiar with these economic situations in the steamship trade for the last ten years, are you not?

Mr. Dorr: I object on the ground that the witness has already stated he is not familiar.

A. We are not operators of steamship companies, we are simply general passenger agents.

By Mr. Dorr:

2699 Q. Do you mean to be understood as testifying that you in your office did not advance the outward rate on the ships of your line to $28 as stated in this letter Exhibit No. 228? A. No, sir.

Q. Did your office fix that rate? A. The rate was fixed by our Libau office. They evidently would cable us and ask us what the rates were by other lines, or write us, and we would cable back, and then they would give us instructions.

Q. Your Libau office then was your home office? A. Our home office was Libau. The managing director's office was in Copenhagen.

Q. Have you produced any correspondence from your Libau office—you have not, have you? A. I
2700 don't know whether I have or not.

Q. Suppose you look through the correspondence you have produced and see whether there is any correspondence from your home office? A. I do not see any, but I will find those letters for you, I think.

Q. Will you find any correspondence that shows that the rates that are described in these letters as having been written by the New York office were really written by the Libau office, and will you also produce all correspondence had by your line in 1907 when you became an agent,—from 1907 down till the time when you joined the conference, with reference to the

2701

methods used by the conference lines in opposition to your line, and as to any methods or measures which your line considered to meet that opposition, whether those measures were by bringing a legal proceeding or by endeavoring to secure admission to the conference? A. I will try to find those letters if they are in existence.

Mr. Dorr: I mean not merely letters which were received by you from your home office in Libau or Copenhagen, but also press copies, or other copies of letters which you wrote.

Q. This Hamburg rate that you spoke of before, is not the lowest rate which has been made between Hamburg & New York, is it? A. No, sir. 2702

Q. In the last 15 years, what other rates, which you regard as illegitimate rates, have existed between Hamburg and New York? A. There was a difference between the lines some years ago whereby I think the Hamburg rate was reduced quite materially.

Q. Well, to what point? A. I don't know, I think it went down as low as $15 or $20.

Q. When was that? A. When there was a fight between—

Q. What was the date? A. I couldn't give you the date.

Q. At a time when there was a temporary suspension, or when there was no combination between the lines? A. I think there was a fight between the Cunard Line and the different lines on some matter or other which I forget, I cannot give you the exact circumstances now. 2703

Mr. Dorr: That is all with this witness.

2704

OSCAR L. RICHARD, re-called:

Direct-examination by Mr. Dorr:

Q. Have you been able to find the tariff of the Mediterranean Lines to Continental ports? A. I have not found the printed tariff, but I got an extract of the rates from our copy book. We quoted rates of Continental ports from April 25, 1908, to December 1908, some time in December, 1908, and the rates vary.

Q. Where were these rates from? A. New York.

Q. Is that a New York rate? A. New York by

2705 way of Italy, by way of Genoa.

Q. To the inland Continental port points? A. Yes, sir.

Q. What was your rate at that time to Genoa, your ocean rate? A. $15, $17, there was a war in the rates at that time.

Q. $15 and $17? A. Yes, sir.

By Mr. Spooner:

Q. What line was that? A. The Lloyd Italiano.

By Mr. Dorr:

Q. And this is a compilation of the rates that ap-

2706 plied between April 25th, 1908, and December, 1908? A. Yes, sir.

Mr. Dorr: I will offer this in evidence.

By Mr. Spooner:

Q. Is that by way of Genoa? A. Yes, sir.

Q. What is the rate to Genoa? A. $15, $17 and even higher later on, as the rates increased.

Q. How much of this rate charged here was the steamship and how much railroad? A. I cannot tell you without referring to our records.

2707

Q. I thought that was a paper showing the railroad rate? A. It shows the through rates, including the rail rates.

By Mr. Dorr:

Q. You testified, didn't you that the ocean rate was $15 and $17? A. Yes, sir, and somtimes higher later on as the other rates advanced, the ocean rates advanced also.

Q. $15 and $17, and some times higher? A. Yes, sir, later on.

2708

SAMUEL NAHMSCHIK, sworn on behalf of the petitioner, testified as follows:

Direct-examination by Mr. Dorr:

Q. What is your business? A. Bookkeeper with A. E. Johnson & Company.

Q. What are your duties? A. Keeping books and the accounts in the office.

Q. Among the accounts that you keep are there any accounts for expenses of steerage transportation, steerage passengers? A. No, sir.

Q. You keep no records of that? A. No, sir. 2709

Q. No records of the expenditures made for steerage transportation on steamers of the Russian East Asiatic Steamship Company? A. No, sir.

Q. Have you made a search for any papers of the Russian East Asiatic Steamship Company? A. Yes, sir.

Q. What search have you made? A. I looked in the files.

Q. What files? A. In the office where we filed all the letters received from the company

Q. What letters? A. Letters received from the company.

2710 Q. And did you discover any letters? A. No, I could not find any.

Q. Did you make any other search? A. I searched only about two or three hours, and I could not find any so I stopped searching.

Q. And that is the only search you have made? A. Yes, sir.

Q. Did you report the result to anyone? A. I reported it to Mr. Straus.

Q. Did you receive any directions from Mr. Straus? A. I received a direction to search again but I did not have any time to look for it, so I did not.

2711 Q. What did he tell you to search for? A. To search for the letters which concerned anything in connection with the pool agreements and etc.

Q. Letters received from the company? A. Yes, sir, received from the company.

Q. Did he ask you to make any other search? A. No, sir.

Mr. Dorr: That is all with this witness.

2712 JACOB JURGENSEN, called as a witness on behalf of the petitioner, was first duly sworn and testified as follows:

Direct-examination by Mr. Dorr:

Q. Have you made a search for papers of the Russian East Asiatic Steamship Company? A. Not so far as I know of.

Q. Have you been instructed to make a search for them? A. No, sir, I was not.

Mr. Dorr: That is all with this witness.

Mr. Richard was then recalled to the stand and at the request of Mr. Dorr his examination was adjourned until July 9th, 1912. 2713

The witness Richard was directed by the examiner to appear in the court on July 9th, 1912, at two P. M. for further examination.

Hearing adjourned to July 9th, 1912, at two o'clock P. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK. 2714

UNITED STATES OF AMERICA,
Petitioner,
against

HAMBURG-AMERIKANSCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

Before Charles E. Pickett, Esq., Examiner. 2715

New York, July 9th, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., John S. Bradley, Esq., J. W. H. Crim, Esq., for the petitioner.

2716 Messrs. Burlingham, Montgomery & Beecher by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for The Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by L. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for The Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for the Russian East Asiatic Company, *et al.*

2717 Mr. Bullowa: There are in my office about between fifteen and twenty letter books and copy books and it is impossible to discriminate what letters the government wants and which they do not. I spent one day going through part of the letter books and for that reason I make the suggestion that the Government examine the books and choose the letters they want themselves. Some of the letter books are in bad condition, they have been through water, that is, as far as the letters to agents are concerned it is impossible to pick them out for a period covering fourteen years, that they are
2718 all mixed up with general correspondence, and it will require some one of considerable intelligence to go through the company's files and find out which letters the Government wants, and I am willing to have the Government go through those files and letter books.

Mr. Dorr: The subpoena calls for the production in court of certain papers and at the last session Mr. Straus stated that he will produce those papers which he had previously

failed to produce. The testimony was that there were not letter books subsequent to 1906; I understand you now to state that there are letter books covering 1907, 1908, 1909 and 1910. 2719

Mr. Bullowa: No, there are letters covering 1907 and part of 1908.

Mr. Dorr: Nothing later than that?

Mr. Bullowa: Later than that they are the office files or letter files and those are mixed up with general correspondence. There is no book separating letters regarding conferences from other letters.

Mr. Dorr: The Government does not care to have the custody of these particular exhibits, but desires them to be produced in court so that it may offer such of them in evidence as it desires and remain in the custody of the examiner. 2720

Mr. Bullowa: I am not authorized to offer the letters to any one. They are in my office now, if the Government insists upon having the letters picked out it will have to give me considerable time to do it.

Mr. Dorr: The Government has called for the production under different subpoenas of certain books and certain letters.

Mr. Bullowa: And it is a physical impossibility to pick those letters out from what the Government has given. 2721

Mr. Dorr: It is not a physical impossibility to produce the books which contain them.

Mr. Bullowa: The Government did not call for the books; it only called for certain letters.

Mr. Dorr: It is about three weeks since the service of the subpoena calling for those letters and it appeared at the last session that no effort had been made to obey that subpoena so far as the outgoing letters of your line were

2722 concerned. I don't want to take the time of the district judge with contempt proceedings but that will be absolutely necessary unless these subpoenas are obeyed.

Mr. Bullowa: If you want to send down for the books you can do so.

Mr. Dorr: Certainly, as I informed you, the Government will do the necessary physical labor. You will produce them this afternoon?

Mr. Bullowa: Not this afternoon, but you can send down for them tomorrow morning when I am in the office. I will have to get permission to let them out of my possession.

2723 Mr. Dorr: Senator Spooner, as to the search which you have been making for the documents in obedience to the subpoena?

Mr. Spooner: Mr. Lederer has gone through the books, all of which are in German, and has transcribed in German literally the text of every letter relating to the matters called for in the subpoena, and I shall immediately have that translated by the regular man who attends to that business and will preserve the German text so that you can compare them, if you choose. It will take some little time.

Mr. Dorr: Will you leave directions with Mr. Lederer to have them turned over to the

2724 examiner or to us?

Mr. Spooner: Yes. Which do you prefer?

Mr. Dorr: It is handier to have them turned over to us, if it suits you.

Mr. Bullowa: I understand our books are to be turned over to the examiner?

Mr. Dorr: Certainly, if you prefer.

Mr. Bullowa: I would as it has other correspondence.

Mr. Dorr: Mr. Beers?

Mr. Beers: I received information this morning that the papers called for by the Govern-

ment are on the Lusitania to be here on Friday the 12th, so that I expect I will receive them by Saturday, and produce them the first of the week. I understand they are papers of every description for the period called for. 2725

Mr. Dorr: Do they also cover that correspondence which Mr. Sandford mentioned in his testimony, that is, it will cover those informal agreements?

Mr. Beers: Mr. Sandford testified as I recall that there were certain traffic agreements existing prior to the agreement "AA" and I asked the Government how far back they wanted those produced and I think you said you preferred them to go as far back as 1892, so I asked them to produce every agreement of every description relating to traffic rates from 1892 to 1908. 2726

Mr. Dorr: Mr. Burlingham?

Mr. Burlingham: I have in my office now, they were sent up this morning, letters from the International Mercantile Marine to Europe and the replies. I have not had time to go through them, but I will produce them tomorrow morning, if you wish. They run from 1908, to the present time; I find what is called for in your subpoena is only to the 12th of June, 1908, but I understand now that you want to go back further; how far back do you want to go? 2727

Mr. Dorr: I think the letters in the early part of 1910, would be entirely unintelligible and it would be necessary to go back for six months, the period covered by the negotiations leading up to Exhibit "AA."

Mr. Burlingham: From the first of August, 1907?

Mr. Dorr: Yes.

Mr. Burlingham: I will call with them in the morning.

2728 Mr. Dorr: And will you make note of that also, Senator?

Mr. Spooner: We have not been able to find any correspondence relating to the negotiations which preceded or accompanied the formation of the "AA" agreement.

Mr. Burlingham: Is there any change in the wish of the Government as to the subject which they want to cover in this correspondence? The subpoena of June 12th, 1912, says: "The letters and letterpress or other copies of letters exchanged between you and your officers and agents and employees in Europe and in the United States at divers times in the years 1908,
2729 1909, 1910, referring and relating to the formation, the terms, and execution and the maintenance of a certain written agreement entitled "AA" of February 5, 1908, between the Allan Line, the Cunard Line, The Anchor Line and various other lines therein mentioned, agreements entered into by said corporations at London, England, on or about March 25, 1908, relating to the operation by said lines of ships in competition with the ships of lines not parties to said agreement 'AA' and to the operation of 'fighting,' 'opposition,' 'competitive,' or 'defending' steamers by said corporations, par-
2730 ties to said agreement 'AA' from time to time, in the years 1908, 1909, 1910 and the fixing and payment of compensation therefor." That seems to be all there is about correspondence and the rest is in regard to the agreement. That is, it relates to "AA." Under the terms of the subpoena do you wish to make it any broader or have I misunderstood it?

Mr. Dorr: I think that semi-colon there is misleading.

Mr. Burlingham: After the word mentioned is a semi-colon. Do you mean also correspon-

dence relating to agreements entered into by 2731
said corporations at London, England, on or about March 25th, or do you mean May 25th?

Mr. Dorr: Yes.

Mr. Burlingham: May 25th, 1908, relating to the operation by said lines of ships in competition with ships of lines not parties to said agreement "AA" and to the operation of fighting, opposition, competitive or defending steamers by said corporations, and fixing the payment of compensation therefor, and the rules made by said lines as to the employment of their agents, together with correspondence with reference to all of those subjects from 2732
August 1st, 1907, until when?

Mr. Dorr: To 1910.

Mr. Burlingham: I will produce them.

Mr. Dorr: Now about the custody of them?

Mr. Burlingham: I should think the natural place would be with the examiner. What I propose to do with your permission is to bring those up and then have particular letters which relate to it, which I am to determine, whether they relate to it or not, copied. I do not intend to let you go through my letter books and find anything else. You will have to take my word for it. I do not see that it is a writ of search you want. You have asked us to pro- 2733
duce letters in regard to it and you have to trust somebody and I think I am the one you have to trust. You have not asked me to produce the letter books and you have asked me to produce letters.

Mr. Dorr: The Government hasn't any disposition in this case to use this case as a means of prying into matters which are not relevant to the issues there. On the other hand, the Government does propose to assure itself that those documents and letters which do relate

2734 to the issues here are in fact produced, and we have secondary evidence, but have every disposition to rely on the good faith of counsel in the matter and I see no reason why we should not rely on your good faith.

Mr. Burlingham: I will produce them anyway here and I would rather have them with the examiner and we will look through them and have them copied, what related to the business, and take them away again.

Mr. Bullowa: I will do the same thing.

Mr. Dorr: Of course, if there is any reason in the case of one of the witnesses to question the good faith of statements that have been
2735 made the Government will have to make a further examination of the witness, but going on the assumption that a search would be made in good faith by the defendants.

Mr. Bullowa: I will either allow the examiner, or the district attorney to examine my letter books in my office, or I will produce my books, put them in the custody of the special examiner, and go through them up here and pick out the letters which I consider relate to the subject of the subpoena.

Mr. Dorr: The only question is one of time. Of course these things, were, as I understood,
2736 to be in such shape that we could dispose of it at this session. Now, apparently Mr. Burlingham is not in such shape and Senator Spooner has stated that while his documents are not in such shape he has no objection to trusting them to the tender mercies of the district attorney, and that is Mr. Shipman's position; he has already permitted the district attorney to make an examination of the letters which relate to the subject-matter.

Mr. Shipman: We have made a very exhaustive search in our correspondence in both di-

rections, New York and Germany, and part of 2737
the translations have not been completed as yet and they are not in such shape that we can readily submit them, but I will have them very shortly.

Mr. Dorr: I haven't any objection to that so long as I understand you are entirely willing that we shall have opportunity to examine them. Then I assume, apparently Mr. Burlingham will produce his letters and Mr. Bullowa his letter books?

Mr. Burlingham: Now, Mr. Dorr, are there any other documents that you want me to produce? I have gone over this very carefully 2738
with you and your associates once or twice trying to check them with the subpoena. If there are any others we have offered to produce them and I would like to know it.

Mr. Dorr: I think you said, did you not, that you had been unable to locate that copy of the minutes No. 122 referred to in the cablegram to Mr. Sandford?

Mr. Burlingham: Don't you mean something about a different number, 22?

Mr. Dorr: Possibly it is 22 instead of 122.

Mr. Burlingham: I asked my client who was subpoenaed if they had minutes of meetings by the representatives of various conferences 2739
or the conference committees held on March 25th, 1908, appointing a committee of three and they informed me that they hadn't. I asked them for them under date of March 25th or May 25th, 1908, and they replied they had no minutes of meetings of representatives held at either of those dates.

Mr. Dorr: I do not think we served any subpoena to produce them; we made an informal request for the minutes of the London conference.

2740 Mr. Burlingham: I have not produced any minutes of the conference in London because we haven't any. I think we have produced the minutes of the conference in either Germany or France.

Mr. Dorr: Beschlusse No. 1 or Beschlusse No. 2?

Mr. Burlingham: Yes. You called for the minutes of meetings held at Paris, January 29th, 1909; we didn't have them. I have written to Mr. Morse in accordance with your suggestion asking if he can make a tabulation or chart showing the changes in rates for a series of a good many years, ten years or more, at your
2741 suggestion, and I have not heard from him yet. I have here the changes in rates from June, 1907, to December, 1911, but they are, as I said, the other day, very voluminous and they are not—

Mr. Dorr: Do those include the changes in rates for the so-called fighting steamers?

Mr. Burlingham: Yes, they do, because I see here on January 12th, 1910, I see the Graf Waldersee, reduced from $35 to $24, so I fancy they do.

Mr. Dorr: There is no reason why the defendants should prepare any such tabulation.

2742 Mr. Burlingham: I asked him to do it, but they have not answered yet. I think it was perhaps a misunderstanding on your part of Mr. Sandford's testimony. You had a notion apparently that Mr. Sandford kept in his office a table of the changes in rates, and apparently from Mr. Morse's statement they merely note the changes made at certain dates chronologically, and he says that he knows of no such summary statement as you wish.

Mr. Dorr: I simply assumed it was a summary statement from the general testimony.

I think undoubtedly this is what he refers to in his testimony.

Mr. Burlingham: I have it here now, if you want it.

Mr. Dorr: We should like that and we would like to go back of 1907, on that.

Mr. Burlingham: How far back do you want to go?

Mr. Dorr: Say 1903.

Mr. Burlingham: What date, January?

Mr. Dorr: Yes, January 1st, 1903.

Masses of slips showing changes in rates of third-class passengers marked Petitioner's Exhibit 237 for identification. 2744

OSCAR L. RICHARD, recalled:

Examination continued by Mr. Dorr:

Mr. Richard: Mr. Dorr, since the last examination, I searched for and found the published rates that you asked for.

Q. Have you any tariff showing the inland rates as distinguished from the through rate or can we obtain that by deducting the local rate from the through rates quoted here? A. In most cases you can deduct the rate to the port; the difference is the rail rate. 2745

Q. And the port from which the inland rate is recorded is— A. Genoa.

Mr. Dorr: I ask that these be marked for identification.

Marked Petitioner's Exhibit 238 for identification.

Q. I think I asked you to produce, Mr. Richard, a statement which I think you said you had of the gross income of the Lloyd Italiano Line; have you such a statement? A. I had such a statement for 1910.

Q. Did you make that up? A. No, sir, it was made up in Italy at the head office of the Lloyd Italiano.

Q. Have you it there? A. (Witness produces paper).

Marked Petitioner's Exhibit 239 for identification.

2747 Q. That is for the year ending December 31st, 1910? A. Yes, sir.

Q. When did the Mediterranean agreement go into effect, Mr. Richard, the existing Mediterranean agreement; do you recall? A. I believe it was in the winter of 1909.

Q. Have you any statement which shows the returns from the steerage business? A. I only have statements showing the returns of the whole business of the company.

Mr. Spooner: You mean that this is this statement?

Mr. Richard: No, sir.

2748 Q. Do you know what proportion of the Italian business is allotted to the Lloyd Italiano by the agreement of 1909, the Mediterranean agreement of 1909? A. No, sir.

Mr. Spooner: Do you mean by agreement or under the agreement?

Q. Under the agreement? A. No, sir.

Mr. Spooner: That is objected to as incompetent.

2749

Q. Have you any statement for the gross income for 1911? A. That is the statement for the business in 1911.

Q. Is that an official report of the company? A. Yes. I also have them for 1910, 1909 and 1908.

Report for 1911 marked Petitioner's Exhibit 240 for identification.

Q. Have you produced copies of two returns of the Lloyd Italiano corporation tax law for 1910 and 1911 respectively? A. Yes, sir.

Q. Have you produced the return made by your company to the Commissioner of Internal Revenue under the corporation tax law for 1910? A. Yes, sir (producing paper).

2750

Mr. Dorr: I ask that it be marked for identification.

Marked Petitioner's Exhibit 241 for identification.

Q. And for the year 1911? A. Yes, sir, (producing paper).

Mr. Dorr: I ask that that be marked for identification.

Marked Petitioner's Exhibit 242 for identification.

2751

Mr. Spooner: Personally you know nothing about the character of this report; you did not make it up, did you?

The Witness: I did not make it up.

Mr. Spooner: You do not undertake to testify whether it is correct or not, do you?

The Witness: No, sir.

Q. Did you testify, Mr. Richard, in your opinion you thought that the operation or existence of the pool agreement or conference agreement was neces-

sary for the protection of the weak? A. I testified to that effect. In fact I think if the court should hold the present working agreement illegal—

Q. The question merely calls for whether or not that was not your opinion; whether you stated that opinion —now, Mr. Richard, do you regard the effect of the combined action under such an agreement as a protection to the lines which are outside of that agreement? A. If certain conference rules were changed it would make no difference to outside lines.

Q. Did you find that the effect of the conference agreement as it existed while you were trying to run
2753 the Russian Volunteer Fleet to be a protection to the weak?

Mr. Spooner: Objected to as leading.

A. Yes, in the form that it existed.

Q. Was it a protection to the weak who were members of the agreement or protection to the weak who were not members of the agreement? A. I believe I misunderstood your first question. Will you please repeat it?

Q. (Question read.) "Did you find that the effect of the conference agreement as it existed while you were trying to run the Russian Volunteer Fleet to be
2754 a protection to the weak"? A. No, sir.

Q. It would be a protection to the weak if they were members to the parties to the conference agreement? A. Yes.

Q. But not if they were not parties to it? A. No, sir.

Q. The effect of the combination action of the lines while it would protect any weak line that was a party to that agrement, would have a tendency to put out of business a line that was not a party to it, would it not? A. Yes.

2755

Mr. Spooner: Objected to as leading and further, as argumentative.

Q. And it would have the effect of making it more difficult for a new line to establish itself in the Continental business?

Mr. Spooner: Same objection.

A. Yes, sir.

Q. But for weak lines which were in the conference you say that you think it would be for their protection? A. Yes, sir.

2756

Q. They would be assured of a certain proportion of the business by the operation of the traffic agreement which apportions them a certain amount which they might not otherwise be able to obtain? A. You are talking about the agreement in Europe or the conference in the United States?

Q. I am speaking now of the agreement under which the traffic was apportioned between different lines and the agreement under which the conference lines agreed that their agents should not represent any outside line. Now, if you want to separate those two aspects of the situation— A. I am not familiar with the agreements that are made in Europe, I know about the conference rules here.

2757

Q. You have had information that the traffic was apportioned, the steerage traffic was apportioned, have you not? A. Yes.

Mr. Spooner: I make the same objection.

Q. And the effect of that apportionment would be to insure the weaker line the proportion of the traffic which it might not otherwise be able to obtain in competition with the strong? A. Yes.

Q. And so protect that weaker line? A. Yes.

2758

Q. And further the fact that the weaker line was capable of operation on the same terms as the others by the conference would also be an advantage to it?

Mr. Spooner: I make the same objection.

A. Yes, sir.

Q. I think you said that you regarded a rate of $30 to Rotterdam as a reasonable rate for certain ships, $35 for other ships, $40 for other ships; now, what is the particular ship that you have in mind for which a $30 rate is reasonable? A. There are some ships burning 65 tons a day can be run cheaper than those

2759 that burn 150 or 250 tons a day.

Q. What is the tonnage of a ship that you have in mind and its speed and its freight capacity, and its steerage capacity, and its cabin capacity, the ship that you would charge $30? A. Take a ship of 5,000 tons.

Mr. Bradley: What kind of tonnage do you refer to when you say 5,000 tons?

The Witness: 5,000 gross tons, a speed of about fourteen knots; steerage capacity about twelve hundred.

Q. Cabin capacity? A. That is not so very important.

Q. What cabin capacity have you in mind for this

2760 ship? A. Twenty-five in the cabin.

Q. And how about the freight capacity? A. Freight capacity about 2,000 tons.

Q. What would be the cost of such a ship which you have in mind? A. To purchase?

Q. Yes? A. That is more than I can say. I never purchased any.

Q. What should you say would be the value of such a ship? A. About $700,000.

Q. What should you say would be the coal of such a ship, the cost of the coal of such a ship? A. The consumption of such a ship?

Q. Yes, on a trip to Rotterdam? A. About seven hundred and fifty tons.

Q. That is for the trip? A. Yes, approximately.

Q. What would the insurance be of such a ship for such a voyage? A. The insurance would be eight or nine per cent.

Q. For the voyage or the year? A. For the year.

Mr. Bullowa: Wouldn't that depend upon the age of the ship?

Q. What would be the cost per capita of feeding the steerage passengers for a day? A. About thirty cents a day. 2762

Q. What should you say would be the steward expense for a ship? A. I don't know.

Q. What should you say would be the officers and crew of such a ship? A. I don't know, their expenses are generally paid abroad.

Q. What other items have you in mind which go to the cost of operating such a ship? A. Depreciation of the ship.

Q. What would you charge for depreciation on such a ship? A. Five per cent.

Q. Five per cent a year? A. Yes.

Q. What else; what other items? A. Wharfage.

Q. What would that amount to on a voyage? A. 2763
Oh, about $1200.

Q. $1,000 or $1,200 for the wharfage? A. Yes.

Q. Per voyage? A. Yes.

Q. Stevedoring? A. Yes.

Q. What should you say the stevedoring charges would be? A. Everything included would be about $4,000.

Q. You mean the port expense for each voyage or what? A. No, port expenses would be about eight or nine hundred dollars.

2764 Q. What are you including in the $4,000? A. Cooperage, clerk hire, watching and discharging, night service, if any, Custom House inspectors.

Q. What would the earnings of freight be of such a ship per voyage?

Mr. Spooner: It depends on how much she carries, don't it?

The Witness: Yes; she may carry only two hundred tons.

Q. Assuming that she has a cargo? A. Oh, about $7,500 or $9,000.

Mr. Spooner: An average?

2765 The Witness: No, for the full ship.

Q. How much of that $30 do you regard as net profit? A. For the profit?

Q. For the net profit, yes? A. I don't know. I replied at the last hearing you would have to take the whole year's working of all the steamers of the line to arrive at a net profit.

Q. Well, how much would you— A. You cannot take it steamer by steamer. One steamer may show a loss and one a profit.

Q. Taking this steamer and assuming that it sailed with two-thirds of its capacity of passengers, how much of the $30 would you regard as profit? A. I

2766 am unable to say. I have never computed it. I have nothing to do with it. That is done at the home office abroad.

Q. How much of that $30 would you regard as actual expense for the voyage per passenger? A. I don't know, I have just submitted a list of corporation taxes showing there was a loss of the business done in America, so according to that there must have been a loss.

Mr. Dorr: I move to strike out the witness's statement as to what the written document shows.

Q. The corporation tax return that you have produced does not show, does it Mr. Richard, anything about the eastbound business? A. All the business done in America and the proportionate expenses of that business.

Q. They do not show the freight money earned on the other side? A. On the other side, it does not show any westbound business.

Q. It does not show the passenger tickets purchased on the other side, do they? A. I submitted a list of all the business done by the company both westbound and eastbound.

2768

Q. Just answer my question, if you will, Mr. Richard; do they include the passage money paid on the other side? A. Not the corporation tax.

Q. It does not contain any analysis of the freight business and steerage business, does it? A. I will have to look (after examining paper).

Mr. Beers: Doesn't the document speak for itself?

The Witness: No, sir, it does not.

Mr. Spooner: You have the document before you, haven't you?

The Witness: A copy of it, yes, sir.

Mr. Spooner: Has it been marked for identification?

2769

Mr. Bradley: It has been marked for identification, but it is not in evidence.

Q. Have you, yourself, made any calculations as to the expense of running such a ship? A. No, sir, never.

Q. What is your connection with the shipping business, Mr. Richard? A. We are the general agents: we engage their passengers and sell prepaid tickets for which we charge a percentage commission.

Q. Do you fix the rates? A. We do not.

2770

Q. That is fixed on the other side? A. Yes, sir.

Q. Do you fix the freight rates? A. No, sir.

Q. Are you concerned with the financial management of the company, authorized to collect the freight charges, the passage money such as is paid in this country and to transfer any surplus to the other side? A. That is all we do.

Q. Are you the purchasing agent for the supplies for the steerage? A. No, sir.

Q. Do you purchase the coal? A. We have made the contract, yes, sir.

Q. You make contracts for the stevedoring? A.

2771 Yes.

Q. Do you fix or pay the wages of the seamen and stewards? A. No, sir.

Q. Officers? A. No, sir.

Q. Engineer force? A. None of the crew.

Q. Well, as a matter of fact, then your duties as general agent are to arrange for such tickets and collecting freight money— A. The engaging of cargo.

Q. You stated that $700,000 would be the cost of a ship of 5,000 tons such as you have described?

Mr. Burlingham: When?

Q. At the present time? A. About that.

2772 Q. Do you think you could secure such a ship for $750,000; you think you would have no difficulty in securing $750,000 insurance on such a ship? A. I am hard of hearing.

Q. Do you know of any such ship being insured for $750,000, a fourteen knot ship, $750,000, fourteen knot ship, freight capacity 3,000, gross tonnage 5,000, steerage capacity twelve hundred, cabin twenty-five? A. No, I don't know of any.

Q. I think you stated that for a certain other kind of ship you would regard $35 as a reasonable rate to Rotterdam; what ship did you have in mind; what

2773

is the gross tonnage? A. I should say the different steamers of the Holland-Amerika Line would be entitled to a $35 to $40 rate.

Q. Give me the gross tonnage of such a ship as you have in mind? A. I have in mind the Rotterdam of about 24,000 tons, which ought to be entitled to a $40 rate.

Q. Twenty-four thousand gross tons? A. Gross.

Q. What is the cost of such a ship? A. I don't know.

Q. What is the ship that you have in mind, not any particular ship; not the Rotterdam in particular? A. That is the only line that runs to Rotterdam outside of the Mediterranean line.

2774

Q. There are several you have in mind, a ship of some definite carrying capacity when you say for other ships $35 would be a reasonable rate.

Mr. Bradley: He said $35 or $40.

A. $35 to $40.

Q. That is, you are not distinguishing between a $35 ship and a $40 ship? A. Well, there are some smaller steamers for which $35 would be a reasonable rate; smaller than the Rotterdam, I mean.

Q. Well, what is such a steamer? A. If I had the list here I could show you.

2775

Q. What would be the tonnage of such a steamer? A. About ten to fifteen thousand tons.

Q. Gross tons? A. Gross tons.

Q. And what would its speed be? A. Fifteen or sixteen knots.

Q. What would its freight capacity be? A. I don't know.

Q. What would its steerage capacity be? A. I don't know.

Q. How can you estimate; you were making your estimate then on what would be a reasonable rate for

2776 it without having in mind any steerage capacity? A. I am judging what the reasonable rate would be on the speed and class of steamers.

Q. Wouldn't the steerage capacity have a direct bearing on what the reasonable rate would be? A. No, sir.

Q. Would it have a bearing on how much money the ship could earn? A. You would have to take the earnings of the whole year; the steamer might have—

Q. The earnings of the ship are made up from different voyages, are they not? A. Yes, but the steamer may have capacity for twenty-five hundred steerage

2777 passengers and still only carry two hundred.

Q. If she had that capacity and had freight averaging two hundred and fifty—that is, if she was to earn a profit on the investment which had been invested in her, is that it, if she only carried an average of two hundred and fifty passengers then she would have to charge a higher rate than if she were carrying her complement of twenty-five hundred passengers, would she not? A. It seems to me the way you want to figure that steamer—if the steamer has twenty-five hundred capacity and the rate is only $35 and she carries ten per cent of that the rate will be one hundred and twenty for each passenger, that would be three

2778 hundred and fifty dollars.

Q. (Question read)? A. She would have to charge a higher rate if she averaged two hundred and fifty all the year around.

Q. And if her capacity were only two hundred and fifty steerage passengers, the same ship if she were to earn a remuneration on the investment would have to charge a higher rate than a ship of larger capacity, would she not? A. Such a steamer would never be put in the service.

Q. The capacity does have a direct bearing on the earning capacity of the ship, does it not? A. It seems

to me ridiculous to put such a steamer in the service, it would be no good at all.

Q. Just answer my question, Mr. Richard, the steerage capacity of a steamer has a direct bearing on the earning capacity, has it not? A. Yes, sir.

Q. And in order to determine what the earning capacity of that steamer is you have got to look to the steerage capacity, have you not? A. Yes, sir.

Q. And you determine what rate will in fact earn a return on the investment involved in building such a ship and operating it, you have got to look to the steerage capacity and to the number of passengers which she actually carries, have you not? A. Yes. 2780

Q. Well then, you have stated that this ship it would be reasonable to charge $35, but you have stated that you have no idea of what the steerage capacity of the ship would be; is that your view still? A. Well, I know it would not be under a thousand; it might be under two thousand.

Q. If the steerage capacity of a 5,000 ton ship was twelve hundred, do you mean to say that the steerage capacity of a 15,000 ton ship would not be larger? A. It might be larger if the space is not taken up by second cabin or first cabin accommodations.

Q. What would the first or second cabin accommodations of such a ship be that you have in mind? 2781
A. I don't know.

Q. Have you made any analysis of the cost of operation of this ship that you say could reasonably charge $35 for steerage traffic with the view to ascertain what the earnings of such a ship would be for cabin passengers, what they would be from freight and what they would be from the steerage passengers? A. No, sir, I can only judge by the dividends that the steamship companies declared previous to 1909.

Q. Have you made any analysis of the cost of the steerage business? A. No, sir.

2782

Q. What would you say would be the expenditures or costs of coal of such a voyage? A. The voyage of such a steamer?

Q. Or what would you say would be the consumption of coal of such a steamer? A. Of what?

Q. Of a steamer of 15,000 tons capacity which you have in mind, with a speed of sixteen knots I think you said with a gross tonnage of 15,000 tons? A. I can only tell you approximately; probably 2,000 tons would be the consumption of coal from New York to Rotterdam.

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Q. You don't know what the cost of such a steamer would be? A. No, I do not know what the actual consumption would be.

Q. And you don't know what the actual cost of such a steamer would be? A. No, sir.

Q. The Italian line cannot operate as cheaply as the lines running to the North Atlantic, can they, Mr. Richard? A. No, sir; they have a longer distance to travel.

Q. Are they run as ecomonically or haven't you any special familiarity with the figures on that? A. I have no knowledge of it.

Q. You don't know the relative expense of operation? A. No.

2784

Mr. Dorr: I will offer in evidence press copy of letter from the defendant Adrian Gips to the Holland-Amerika Line at Rotterdam under date of May 13th, 1908.

Mr. Beers: Objected to as incompetent and not binding on the other defendants.

Received as Petitioner's Exhibit No. 243.

Q. Have you been able, Mr. Richard, to determine any more definitely the period during which your line booked eastbound passengers to continental points? A. Yes.

Q. Haven't you been able to determine that any more definitely? A. April 17th, 1908, until December, 1908.

Q. That was the only time your line ever booked continental passengers? A. That is the only time the Lloyd Italiano booked continental passengers.

Q. How about the other Mediterranean Lines? A. They were all joined together.

Q. All booking eastbound at that time? A. Yes. Here is the list (producing paper).

Q. Had any of those steamers booked prior to that time? A. No, sir.

2786

Q. When did they cease booking? A. During December.

Q. 1908? A. Yes.

CROSS-EXAMINATION by Mr. Burlingham:

Q. Mr. Richard, did I understand you to say in answer to Mr. Dorr's question that you thought a combination like that of the North Atlantic Conference was good for the weak lines in it? A. In the conference.

Q. Why; how? A. Because it protected them in every way; put them on a parity of the stronger lines.

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Q. And with regard to outside lines you said that it was not a protection or good for them, and why not? A. On account of rule 9 to which I referred at the last hearing.

Q. Do you refer to rule 9 of the agency rules? A. Agency rule 9 which prevented conference agents from representing any outside line.

Q. Is this the rule 9: "Agents are prohibited from booking passengers for any steamer except those of the lines members of the Continental, Mediterranean and the North Atlantic Passenger Conferences unless the conference gives express permission in writing," is that the rule? A. That is the one I refer to.

Q. I show you circular 1, six series of the American Conference dated New York, September 15th, 1905, that contains the rule, doesn't it? A. That is the rule.

Q. And at that time, the time that was issued, circular No. 1 of September 15th, 1905, you represented the Prince Line? A. Yes.

Q. And that was in the Mediterranean Conference? A. Yes.

Q. And you were a party to those rules that were then issued? A. Yes, sir.

Q. You had no objections to it then, I suppose, when you were inside? A. Yes, I did.

2789 Q. And you have always felt that way about that rule, have you? A. Yes, and I wrote repeatedly to Mr. Sandford about it.

Q. And is that the only reason why you say that the Conference hurts the outside line? A. That is the only reason.

Q. Then, that is the only exception you take to the Conference? A. That is the only exception, yes; otherwise I think it is a good thing.

Q. That rule has been in existence for thirty years or more, hasn't it? A. As long as I can remember.

Q. I show you the digest of rules and regulations of the North Atlantic Steamer Traffic Conference, dated

2790 November, 1879, and call your attention to rule 47, which reads as follows: "No agents of a conference line shall book passengers by any steamship not repsented by a member of this conference or of the Continental Conference." Do you remember the rule as far back as that, do you? A. I remember it as far back as the Continental days, yes.

Q. And that has always been the rule, has it? A. Always been the rule.

Q. Now, with reference to this matter of determining the reasonableness of charges by reference to the capacity of the steamship, in determining the ques-

tion of reasonableness you have to take into consideration a great many elements, don't you? A. Yes.

Q. Could you determine the matter of reasonableness of steerage rates without considering the first cabin capacity and rates, the second cabin capacity and rates and freight rates? A. Yes.

Q. Wouldn't you have to consider all of those? A. Yes.

Q. And does it follow that because a steamer of 5,000 tons can carry 1200 that a steamer of 15,000 tons gross will carry 3,600 steerage? A. No, sir.

Q. I suppose a steamer like the Mauretania or the 2792
Lusitania cannot carry as many steerage passengers as they are at present equipped, as a steamer of much less tonnage, isn't that so? A. I think they carry six or seven hundred.

Q. And in the same way some steamers which carry a comparatively small number of steerage passengers are very heavy cargo boats, are they not? A. Yes.

Q. And some of the White Star boats like the Baltic and the Celtic are very large cargo boats, aren't they? A. Yes.

Q. And they haven't the same steerage capacity as the somewhat smaller boats, is that right? A. I don't know; I don't know what their capacity is.

Q. I don't ask you to state accurately what the ca- 2793
pacity is, but your familiarity with steamers—you know that steamers differ? A. Yes. Large boats do not carry the same number of steerage in proportion to a smaller boat.

CROSS-EXAMINATION by Mr. Bullowa:

Q. Mr. Richard, when you first went into the business forty years ago what was the steerage rate across the Atlantic? A. Thirty dollars to Hamburg and forty dollars from Hamburg.

Q. Wasn't it higher than that at one time? A. I think that was the rate in gold. It made a higher rate in currency; but those were 2,500 ton boats.

Q. What did that $35 or $40 in gold mean in currency? A. I don't recollect what the premium was at that time; it may have been 20 premium or something like that; that would be about $48.

Q. When you became the agent of the Volunteer Fleet did you fix the rates? A. Yes.

Q. How did you fix those rates? A. I fixed them at what I thought was reasonable rates.

Q. Didn't you fix them under what you knew was
2795 the established rate of the Conference Lines? A. There wasn't any line to Libau.

Q. Well, to Rotterdam? A. Probably.

Q. And there were rates to Libau and places in Russia over the Continental lines, weren't there, and the British lines? A. Yes.

Q. And you fixed your rates to Libau and places in Russia so that they were less than the rates of the lines in existence? A. They were naturally less because the distance was less from the port to the interior point.

Q. Is the railroad rates from Rotterdam to the places in Southern Russia less than from Libau to
2796 places in southern Russia? A. I couldn't tell without looking at the tariff.

Q. Isn't that your impression, that there is a differential in railroad rates from Rotterdam, Antwerp, Bremen and Hamburg and Libau? A. Yes.

Q. And in fixing your rates you took advantage of that, didn't you, so that the rates direct to Libau would be less than the rates of the established line? A. Naturally, the rate to the port would be less than by way of a port by rail to that port.

Q. You fixed a competitive rate, did you not, so that the rate of your line would be less? A. The rate was less than by rail from another port to that port.

2797

Q. And you did that in order to get the business away from the established line? A. In order to get our share of business, yes. You might as well take a steamship going from a continental port down to Galveston; they can't book a ticket through to New Orleans cheaper than you can by way of New York because the rail difference is less.

Q. You got your share of the business, didn't you? A. We got our share, yes.

Q. And the only thing you objected to was that you had established the precedent of lowering the rates and the other lines met it, didn't they? A. No, sir; I have always been in favor of high rates because we are on a percentage commission and we like to see the stockholder get something. 2798

Q. But you got your share of the business by cutting the rates? A. We didn't cut the rates; we followed the others.

Q. Didn't you start in cutting the rates in the first instance? A. No, sir; followed the others.

Q. The others followed your line? A. Perhaps the Rusian East Asiatic did, but we followed the others.

Q. All the steerage business does not go through Ellis Island does it, today? A. All except those citizens.

Q. There is a proportion of those in our ships? 2799
A. Yes.

Q. If they don't go through Ellis Island they are in the hands of the runners of the streets, aren't they? A. Yes.

Q. And the effect of the conference was to do away with those runners, wasn't it? A. That was one of the after effects. The conference has been in existence—the Continental Conference has been in existence since 1870 about.

Q. And the strict enforcement— A. And the strict enforcement is only since about ten or twelve years.

2800 Q. And the strict enforcement of rule 9 has done away with runners? A. I don't know that is so. There is a different rule for them. You look at the Conference rules and you will find different rules about runners.

Q. I have, and the strict enforcement of rule 9 and the strict supervision over the agent would prevent runners? A. That is probable.

Q. Now, wasn't the agreement with the Northwest Transport Line which you had that you were not to pay the money received from prepaids until the passenger was actually landed, an unusual contract? A.
2801 I don't know. I thought it was a good agreement on my part.

Q. You never made that with any other line, have you? A. No, sir.

Q. That was the only line you ever made that agreement with? A. Yes.

Q. You knew about these control stations in Germany, did you not? A. Yes.

Q. You know the regulations of the Government? A. Yes, I also considered it then an outrage, the way they handled passengers that were not forwarded by one of the steamers of the pool lines.

Q. Do you think the action of the German Govern-
2802 ment was an outrage? A. Yes, and I don't think it would be tolerated here for a moment.

Q. And you think that was influenced by the steamship company, the members of the Conference? A. Yes, I think it was done primarily and probably is done still by the steamship company and countenanced by the German Government.

Q. That is, you think the German Government is the tool of the different steamship companies in plain words? A. Not a tool; they countenanced it, that is all.

Q. You think they do it deliberately ? A. I think they know of it. I have no interest in the matter now, but still I think they do not show a bit of humanitarian feeling in sending back these poor immigrants.

Q. Isn't it a protection to the German Government to prevent Russian subjects and alien immigrants having no means of support staying in Germany? A. You refer to immigrants holding prepaid tickets?

Q. Yes. A. They would not be supported by the German Government; they hold tickets right through to the United States.

Q. The same regulation is provided for emigrants coming from the United States to Germany, that there are control stations at Rotterdam and Hamburg? 2804
A. I understand that was instigated recently by the pool lines. Formerly they went right through until the pool lines informed the German Government and they took measures to hold them up at the frontier.

Q. You think the German Government is influenced by the action of the pool lines? A. Yes.

Q. You say that advisedly, do you? A. You asked me if I thought it. Well, I think so.

Q. Your chief objection to the conference is rule 9? A. Yes.

Q. And that agents of the conference could not act for an outside line? A. Yes. 2805

Q. Now, who built up the agents of the conference, the lines? A. Primarily my firm.

Q. That is, just the answer I was expecting. Your firm, and your firm built it up as the agent for what line? A. Of various lines?

Q. Name them? A. Hamburg Line to begin with, in 1847 or 1848.

Q. And you were paid by the Hamburg Line for your efforts? A. Yes.

Q. And did those agents belong to your firm or to the company who paid you for building that up? A.

2806 *Oscar L. Richard*

The company paid us a percentage of commission for all our services.

Q. How long ago is that? A. 1847?

Q. Yes. A. That is sixty-five years ago.

Q. But the Volunteer Fleet had not built up any system of agents and from which it instituted its line? A. No, we have a net work of agency that we inherited from the time we were agents of the Hamburg Line and agents of the Austro-Americano Line.

Q. You had built up the agency system of the Austro-Americano Line under pay of the Austro-Americano Line? A. Also on a commission basis.

2807 Q. Do you know anything about the freight rates? A. I guess so.

Q. Is that regulated by the supply and demand? A. Yes.

Q. Entirely? A. Entirely.

Q. The freight rate increased materially in the last year or two years from what there had been for the previous six or seven years? A. Yes, especially this spring to the Mediterranean.

Q. Was that the effect of any agreement or the natural law of supply and demand? A. Natural law of supply and demand.

Q. The rates in the previous period of five or six
2808 years, freight rates, had been below a remunerative basis, had they not? A. Yes.

Q. Owners were tying up their ships because they would not pay? A. Partly, yes.

Q. As a matter of fact if the regular line increases the rates the high competition sets in? A. Yes; perhaps tramp steamers are sent over.

Q. And concerns such as the Standard Oil and the Steel Corporation established their own lines? A. Yes.

Q. To meet the abnormal rates which they think the lines are charging? A. Yes.

2809

Q. So that the regulation of rates is governed by economic reasons generally? A. Entirely.

Q. And it depends not only upon the conditions in the United States and in Europe, but the conditions in South America and Australia? A. Yes.

Q. Is it necessary, therefore, to have some supervision over the rates on the sea because under natural conditions there is no stability to them? A. There isn't any so far as the freight rates are concerned. There is stability at the present time as far as the passenger rates are concerned, especially steerage. In fact steerage rates in Italy are fixed by the Italian Royal Commissioner of general emigration, and they are about forty dollars.

2810

Q. You cannot charge below a certain amount in Italy? A. No, sir.

Q. And you cannot charge above? A. It is a fixed rate.

Q. A fixed minimum and a fixed maximum? A. It is fixed every month.

Q. Do you know how it is fixed? A. According to the steamer.

Q. How does the Government arrive at the basis of the rate? A. They will take a steamer that makes the passage a little slower than some other steamer and fix the rate at 185 lires which is about thirty-seven dollars, and they will take another which runs a couple of days faster and make the rate 210 lires, about forty-two dollars.

2811

Q. Do you know whether the Government in Italy also fixes who can sell steerage passenger tickets? A. The general offices have their own agents all over Italy.

Q. Are agencies under any Government supervision too? A. Yes, they are licensed.

Q. They are licensed by the Government of Italy? A. Yes.

2812 Q. And every man can not go and sell tickets like here? A. No, sir. And I was going to say before that if the Court should hold this working agreement illegal the commissioner of general emigration of the United States or some such commissioner as the Interstate Commerce Commission will have to be empowered to fix rates also, otherwise some of the steamers, if not some of the lines, especially the weaker lines, will have to go out of business entirely, with the result that commerce between the United States and Europe will be curtailed.

Q. Do you know the official name of the— A.
2813 The restrictive measures of emigration will have the same effect too.

Q. Do you know the official name of the Northwest Transport Line, the corporate name? A. The Northwest Shipping Company, I believe.

Q. The Northwest Shipping Company, Limited? A. Yes, I think so.

CROSS-EXAMINATION by Mr. Spooner:

Q. I understood you said it is impossible to ascertain the cost of carrying steerage passengers up on the basis of the rate and expenditures of a particular ship
2814 on a particular voyage? A. Yes.

Q. That in order to reach it with any accuracy you have to take the whole year's operations? A. That is right.

Q. Would it in your judgment be any different from an attempt to fix the cost of carrying steerage by rail in this country, by getting at the cost of the particular train; it is about the same principle isn't it? A. I think so.

Q. And the only way they have discovered of ascertaining the cost is by taking the year's business? A. Yes.

2815

Q. And that is the truth as to the ocean carriage by steerage as well as it is to land carriage? A. Yes, I could never understand why the general public had such an exaggerated idea of the profits of steerage business.

Q. Have you testified—I don't think you did, but I am not sure—that any line was driven out of business by the Atlantic Conference? A. If I testified to that? Yes, I think I have; I don't know whether I did.

Q. Was any line driven out? A. The Russian Volunteer Fleet was driven out.

Q. Was that driven out by the Conference? A. By low rates, yes, that were made in competition. 2816

Q. Are you certain of that? A. Yes, that is what I was told by the former president at the time the line was running, and the general manager at Libau told Mr. Fourman, who has been testifying here.

Q. You have seen the letters of the president of that line in which he says that is not true? A. I saw that.

Q. Do you think he does not know? A. He ought to know.

Q. He has better and more accurate knowledge than you, hasn't he? A. Certainly.

Q. Isn't he a truthful man? A. Yes, a man of great honor.

Q. Do you mean then to put your judgment upon 2817
that question against his formal statement? A. I didn't give you my judgment; I am just telling you what the former president told me and what the former manager in Libau told Mr. Fourman when he was over in Libau.

Q. And Fourman told you? A. And Mr. Fourman then told me.

Q. About the control stations, when did they originate, Mr. Richard? A. I don't know.

Q. Well, you have an excellent memory and you have had long experience, I wish you would think

2818 about it a moment and see if you cannot remember about the time that they originated? A. I could not tell within a few years; I should think at least fifteen years ago.

Q. Isn't it a fact that they originated about 1892 or 1893 or along there? A. It may be. Our agency was, I think, in 1892 with the Hamburg Line in New York; we were agents until 1892.

Q. Is it or is it not a fact according to your recollection that some people came in on the steerage in 1892 with cholera and were turned back who were found to come from Russia? A. Yes, they were over
2819 on Fire Island on the steamer Roumania, I believe.

Q. They came from Russia? A. I don't know where they came from.

Q. You don't remember that? A. I remember the circumstance, yes.

Q. Have you ever heard or have you not that the Government of the United States ascertaining the origin of those people requested the German Government to take measures to prevent the further transit of people from that territory through Germany to the United States? A. No, sir.

Q. Afflicted with diseases I mean and inadmissible under the immigrant laws of the United States? A. I
2820 have not heard of that, but it would be perfectly proper.

Q. You do not testify that that is not true? A. I say it would be perfectly proper. No, I don't know anything about it, whether that emanated from the United States Government or not.

Q. You had some objection to people being turned back over there? A. Yes, who were not afflicted with any objectionable disease.

Q. They had not been through the control stations, had they? A. They did not get as far as that, they would get as far as that and then be turned back.

2821

Q. They had not been examined, had they? A. I don't know. All I did know that the passengers holding those tickets were not allowed to pass through, when they got their tickets—when they waited there for their tickets to be sent, then they were allowed to pass.

Q. Well, now, let's see about that. Assuming it to be true that they were examined, you say you don't know whether they were or not— A. No, because I wasn't there.

Q. Very well. If they were examined and found to be unsatisfactory in respect to health it was the right thing to turn them back, wasn't it? A. Certainly.

2822

Q. It would have been cruelty to have allowed them to proceed, to come across, wouldn't it, to Ellis Island and then be sent back? A. There is no question about that at all. The only question is about those being turned back who were entitled to go through.

Q. You don't know that anybody turned back were entitled to go through at the time? A. I have received any number of letters.

Q. You get all sorts of letters, but do you know of a case yourself where an immigrant was turned back who was entitled to come through? A. I did at the time.

Q. If you did at the time, do you now? A. This is a matter of over four years ago.

2823

Q. That is not very long in these days? A. I cannot keep the names of these immigrants in my head, but you can put it down as a fact that that is true, that people that were entitled—who had Russian Volunteer Fleet tickets who were not allowed to pass by the frontier until they had tickets of one of the conference lines.

Q. Why should that be so; is there any reason compatible with the dignity and honor of Germany that would leave that be so? A. That is what I say, it is a disgrace.

2824

Q. Do you think it is a disgrace? A. Yes, I think they ought to hang their heads in shame.

Q. I think they ought. I have never been accustomed to think the German Government did things of that sort; I may be wrong about it and you may be better informed. A. I wouldn't say the Government, but I say the paid officials there.

Q. You know, do you not, that long ago Germany enacted a law which precludes foreign steamship companies or corporations from doing business in Germany in the immigrant business without a license from the Government? A. I testified to that before.

2825

Q. Did the Russian Volunteer Fleet have that license from the Government? A. They did not do business in Germany.

Q. Why didn't they forward their passengers from Libau? A. Because some of them preferred to travel by way of another port in order to be on the ocean so many days less.

Q. But they could have forwarded them to Libau and they would have gone along, wouldn't they? A. Yes, but they would have been on the steamer three days longer.

Q. But they knew that when they took them on board the steamer, didn't they? A. They were not

2826

on board when they were returned.

Q. Oh, you mean the people who were sent back? A. Yes.

Q. There was some testimony here that a good many of these people had had their baggage sent on to Rotterdam, hadn't they? A. Yes.

Q. Who were themselves turned back? A. Yes, at the frontier.

Q. And some of them were advised to buy tickets on the Holland-Amerika, weren't they? A. Yes Those who were sent back.

Q. Yes. A. Oh, by the Holland-Amerika, North German Lloyd or the Hamburg American or the Red Star Line. 2827

Q. If a steerage passenger had come to the frontier and you found that they were not entitled to proceed because they had not been examined at the control station and you would be responsible to the Government if you permitted them to proceed and the man had remained—there was a woman who testified here that she—wanted to know which way she would go, you would tell her to go to Rotterdam, wouldn't you, if her baggage was there? A. Yes.

Q. Follow her baggage? A. Yes. 2828

Q. You would think it was a kindness to do it, wouldn't you? A. Yes.

Q. So that it would not be inferable from that fact that the advice was ulterior and intended to promote against the interest of the individual, the interest of the line in the case I put to you?

Mr. Guiler: I think that is rather argumentative.

Mr. Spooner: I will withdraw it if it is argumentative.

A. Senator, there is no use questioning me on that point. I think Mr. Lederer will admit all I have said. 2829

Q. Mr. Lederer will not and I have taken pains myself to study the system over there, and the laws or regulations of Germany. If you sell a ticket to a Russian here to go to Russia would you sell the ticket to a German port? A. If I had the agency of all the lines? I would tell him to take his choice.

Q. No, take the line you represented, take the Russian Volunteer Fleet? A. Well, they generally demand a ticket to a certain port when they are over here; they are not so ignorant; they are more civilized after they have been here a while; they know just

where they want to go to and just which way they want to go.

Q. You would not advise them to go through Germany, would you; take a Russian going back to the old country? A. No, I would tell them to take the more direct route.

Q. Why? A. Because it would be so much nearer home.

Q. Not only that, but there would not be obstruction in his passing, would there; there was a way he could go without running into Government regulations? A. If they have a Russian passport they are allowed to go
2831 through Germany I understand at the present time.

Q. Is that literally true? A. I think it is.

Q. Without regard to health and means and all that? A. I don't know what the regulations are now. The time we represented the Russian Volunteer Fleet they could go through.

Q. It has been a good while since they could go through, hasn't it? A. It is four years since we represented that line.

By Mr. Bullowa:

Q. Mr. Richard, if when you sold a prepaid ticket you had instructed the immigrants intending to travel
2832 on that prepaid ticket to come to Rotterdam via Basle, they would not have been turned back at the German frontier, would they? A. We did instruct them later on when we found there was so much difficulty, but, of course, they had to pay so much more for their passage.

Q. You knew of the regulations, did you not, at the German frontier? A. Yes.

Q. Now, these immigrants that were turned back and who testified, did you instruct them that they could come by way of Basle to Rotterdam without any trouble. A. After we found they were being ob-

structed at the frontier, yes. We notified our agents and took for granted they would notify the immigrants.

Q. Before you went into this immigrant business did you take the trouble of instructing yourself as to the rules and regulations of the foreign government regarding transportation of immigrants? A. No, I was not acquainted with those frontier stations at that time.

Q. If you had been acquainted with those regulations these immigrants would not have been turned back, would they? A. Probably not.

2834

Q. That is, they would have been properly instructed if you had taken the trouble to acquaint yourself with the rules and regulations, is that right?

Mr. Guiler: I object to that.

A. Yes.

RE-DIRECT EXAMINATION by Mr. Guiler:

Q. Now, Mr. Richard, in the matter of competition between the various lines, did you ever notice that the number of steerage passengers fell off when the rates were lowered by such competition? A. I never noticed it, no.

2835

Q. Isn't it rather that they increased during such time? A. Yes.

Q. That is, when the rates were lowered more steerage passengers travelled? A. A great many more, but then there is a corresponding falling off later on, when the rates are increased, because all of those who intended to go over made up their minds quickly and go over at the lower rate.

Q. Later on when the rates are raised the number of steerage passengers fall off? A. Yes; really a less revenue to the company.

2836 Q. Now, you testified that during several years the freight rates have increased to some extent; I want to ask you whether during that time the various lines that you were thinking of which had those freight rates were conference lines or were not? A. I am thinking of the Mediterranean lines; they are all conference lines.

Q. That is, at that time, the rates were increased, the conference increased them; isn't that so? A. No, the conference did not increase them; it was on account of the large demand for cargo space that the steamship lines decided that they could not carry all
2837 the cargo that was offered any way and they had to get higher prices for it.

Q. But those lines that were carrying that cargo were Conference lines? A. Conference lines, yes.

Q. And so far as you know on all the lines which carried those cargoes the rates were more, were they not, the freight rate was more for all of those vessels of the Conference lines? A. Yes, they were charging more to the Mediterranean.

Q. During that period, during the last five years? A. That I don't know; my recollection goes back only to the beginning of this year.

Q. I thought you had testified to the period of the
2838 last five years, that is the reason I was asking you? A. I said it would depend upon the demand and supply. They have been increased right along in the last few years, especially this year.

Q. How did you acquaint yourself with the regulations of the foreign government regulating the rates to forty dollars; did you get the regulations? A. We received a list every month; all the steamship lines receive a list issued by the Italian Royal Commissioner of General Immigration. It is a printed list, an official list.

Q. Issued by the Government? A. Yes.

By Mr. Spooner:

Q. Is it not a fact to your knowledge at the present time thousands of steerage passengers on their way to the United States are turned back at the Russian frontier, no matter and without regard to the line, the steamship line, Hamburg or North German Lloyd or whatever line they may be billed or ticketed over to the United States? A. I have no knowledge. If they are afflicted with any contagious disease they are liable to be sent back from the frontier.

By Mr. Bullowa: 2840

Q. Isn't it true that every Russian subject that has not a proper passport is turned back at the Russian frontier? A. Yes, sir.

Q. By the Russian Government? A. Yes, sir.

Q. And you don't know that these passengers whom you testified were turned back had a proper passport from the Russian Government? A. I do know that they had all the papers necessary to get through. I only referred to those.

Hearing adjourned to Wednesday, July 10th, 1912, at 11 o'clock A. M.

2841

2842 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

2843 Before: Charles E. Pickett, Esq., Examiner.

New York, July 10, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., for The Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman,
2844 Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

Mr. Dorr: I will offer in evidence those letters in Press Copy Book #13 of A. E. Johnson & Company relating to the competition of the conference lines with the ships of the Russian

East Asiatic Company, of the Northwest Transport, New York Continental and Russian Volunteer Fleet; relating to the methods proposed to be used, and actually used by the Russian East Asiatic Steamship Company and by the Russian Volunteer Fleet in opposition to meet the competition of the conference lines; relating to the operation of fighting steamships and defending steamships by the conference lines; relating to the reduction of rates, the employment of agents, and to the operation of the Russian East Asiatic Line and conference lines, and to the entries of the Russian East Asiatic Steamship Company into the conference and its relations to that conference after the entry. Do you object to my offering it in the way I have? 2845 2846

Mr. Bullowa: I think it is rather a broad offering.

Mr. Beers: I wish to note a general objection to the introduction of these letters and copies of letters upon the ground they are incompetent and irrelevant and not binding on the other defendants. I understand this objection will be understood without repeating it each time.

Mr. Dorr: Yes, you need not repeat it and it will be understood the letters I am about to offer are subject to that objection. 2847

Mr. Dorr: I offer book #13 in evidence.

Marked Petitioner's Exhibit #244.

I make the same offer as to letterpress copy book #8.

Marked Petitioner's Exhibit #245.

I make the same offer as to letterpress copy book #12.

Marked Petitioner's Exhibit #246.

I make the same offer as to letterpress copy book—the date of the first letter being May

2848 29, 1907, and the last letter being December 24, 1907.

Marked Petitioner's Exhibit #247.

I make the same offer as to letterpress copy book—the first letter the date of which can be ascertained is dated June 3, 1907, and the last one July, 1907.

Marked Petitioner's Exhibit #248.

I make the same offer as to letterpress copy book—the date of the first letter being July 1, 1907, and the last letter August, 1907.

Marked Petitioner's Exhibit #249.

I make the same offer as to letterpress copy book—the date of the first letter being August
2849 7, 1907, and the last letter September 10, 1907.

Marked Petitioner's Exhibit #250.

I make the same offer as to the Russian East Asiatic Company letterpress copy book—the second letter of which is under date of May 14, 1907, and the last letter under date of June 22, 1911.

Marked Petitioner's Exhibit #251.

I make the same offer as to letterpress copy book—the first letter of which is dated 9/10/07 and the last letter 10/1/07.

Marked Petitioner's Exhibit #252.

I make the same offer as to letterpress copy
2850 book—the first letter of which is under date of 11/21/07, and the last letter 12/24/07.

Marked Petitioner's Exhibit #253.

I make the same offer as to letterpress copy book—the first letter of which is under date of 10/24/07, to 11/21/07 date of the last letter.

Marked Petitioner's Exhibit #254.

I make the same offer as to letterpress copy book—the first letter of which is under date of December 26, 1907, and the last letter January 20, 1908.

Marked Petitioner Exhibit #255. 2851

I make the same offer as to letter press copy book—#14—the first letter of which is dated June, 1908, and the last letter July 14 1908.

Marked Petitioner's Exhibit #256.

I make the same offer as to letterpress copy book—the first letter of which is dated February 25, 1908, and the last letter March 20, 1908.

Marked Petitioner's Exhibit #257.

I make the same offer as to letterpress copy book—#11—the first letter being under date of April 16, 1908, to May 12, 1908, date of the last letter.

Marked Petitioner's Exhibit #258. 2852

I make the same offer as to letterpress copy book #15—the first letter being under date of July 15, 1908, and the last letter August 5, 1908.

Marked Petitioner's Exhibit #259.

All of the above books produced by Mr. Bullowa.

Mr. Beers: The Cunard Line will produce papers on Tuesday, July 16th, 1912, at 11 o'clock A. M.

Mr. Dorr: If the defendants desire an adjournment on the 16th of July to the 25th of August, 1912, at which time the taking of testimony in behalf of the Government will be resumed with an adjournment thereafter to September 9th at Liverpool, at which time if the defendants desire, the witness Ismay may be produced for examination at that time and place instead of in New York. If on the examination of any witness produced by the defendants abroad the question of the obligation of the witness to answer or to produce papers or documents within his control should arise, the Government will insist on the production of that 2853

2854 witness in New York in order that the matter of the question of *law may* be presented to the Court. If the defendants do not desire to have the adjournments suggested, the Government will ask that the hearings be resumed on August 26, or on August 21, whichever the defendants desire and that the witness may be produced on September 3rd or prior thereto if the defendants should prefer it.

Mr. Burlingham: My recollection is that at one of the hearings held the last week or the preceding week, it was formally agreed and entered in the minutes that on or about the 10th of July an adjournment should be taken until
2855 September 4th or 5th. As to the production of Mr. Ismay as a witness, my understanding is not the same as that of the District Attorney but I will endeavor to arrange by cable for the taking of the deposition as early in September as possible. I offer in evidence the following letters of the White Star Line.

Liverpool to New York, dated January 18, 1908; New York to Liverpool, dated February 17, 1908; New York to Liverpool, dated February 21, 1908; Liverpool to New York, dated February 12, 1908; Liverpool to New York, dated February 15, 1908; Liverpool to New
2856 York, dated February 19, 1908.

Marked Petitioner's Exhibit #260.

Mr. Dorr: The Government offers in evidence letters received by A. E. Johnson & Company from the Russian East Asiatic Steamship Company produced by Mr. Bullowa. I shall ask the special examiner during the recess to arrange for the custody of the exhibits in such way as may afford access to counsel of both sides.

Mr. Bullowa: If the District Attorney insists, I will leave the trunk full of letters and

other documents in the care of the examiner for examination by the District Attorney. 2857

(Mr. Bullowa leaves the trunk full of letters and other documents in the care of the examiner.)

Mr. Guiler: I offer in evidence the following original letters from the Holland American Line, Rotterdam, to the Holland American Line, New York:

Letter dated October 9, 1908.

Marked Petitioner's Exhibit #261.

Letter dated October 16, 1908, with annexed copy of letter of French Line to Holland American Line dated October 15 1908. 2858

Marked Petitioner's Exhibit #262.

Letter dated April 7, 1909.

Marked Petitioner's Exhibit #263.

Letter dated November 6, 1900.

Marked Petitioner's Exhibit #264.

Letter dated August 25, 1899.

Marked Petitioner's Exhibit #265.

Letter dated August 31, 1906.

Marked Petitioner's Exhibit #266.

Letter dated April 8, 1908.

Marked Petitioner's Exhibit #267.

Letter dated May 8, 1908.

Marked Petitioner's Exhibit #268.

2859

Mr. Guiler: I offer also copies of letters from Holland-American Line, New York, to Holland American Line, Rotterdam, as follows:

Letter book copy dated June 26, 1908.

Marked Petitioner's Exhibit #269.

Letter book copy dated September 18, 1908.

Marked Petitioner's Exhibit #270.

Letter book copy dated January 26, 1909.

Marked Petitioner's Exhibit #271.

2860 Letter book copy dated February 9, 1909.
Marked Petitioner's Exhibit #272.
Letter book copy dated November 18, 1909.
Marked Petitioner's Exhibit #273.
Letter book copy dated March 26, 1909.
Marked Petitioner's Exhibit #274.
Letter book copy dated April 8, 1909.
Marked Petitioner's Exhibit #275.
Letter book copy dated July 30, 1909.
Marked Petitioner's Exhibit #276.
Letter book copy dated October 8, 1909.
Marked Petitioner's Exhibit #277.
Letter book copy dated November 12, 1909.
Marked Petitioner's Exhibit #278.
2861 Letter book copy dated January 18, 1910.
Marked Petitioner's Exhibit #279.
Letter book copy dated November 10, 1905.
Marked Petitioner's Exhibit #280.
Letter book copy dated December 5, 1905.
Marked Petitioner's Exhibit #281.
Letter book copy dated December 14, 1905.
Marked Petitioner's Exhibit #282.
Letter book copy dated December 27, 1905.
Marked Petitioner's Exhibit #283.
Letter book copy dated February 9, 1906.
Marked Petitioner's Exhibit #284.
Letter book copy dated February 16, 1906.
2862 Marked Petitioner's Exhibit #285.
Letter book copy dated May 25, 1906.
Marked Petitioner's Exhibit #286.
Letter book copy dated September 7, 1906.
Marked Petitioner's Exhibit #287.
Letter book copy dated October 5, 1906.
Marked Petitioner's Exhibit #288.
Letter book copy dated November 22, 1906, #234.
Marked Petitioner's Exhibit #289.
Letter book copy dated November 22, 1906, #236.

Marked Petitioner's Exhibit #290. 2863
Letter book copy dated December 7, 1906.
Marked Petitioner's Exhibit #291.
Letter book copy dated February 11, 1907.
Marked Petitioner's Exhibit #292.
Letter book copy dated March 8, 1907.
Marked Petitioner's Exhibit #293.
Letter book copy dated September 20, 1907.
Marked Petitioner's Exhibit #294.
Letter book copy dated October 28, 1907.
Marked Petitioner's Exhibit #295.
Letter book copy dated November 15, 1907.
Marked Petitioner's Exhibit #296.
Letter book copy dated December 20, 1907. 2864
Marked Petitioner's Exhibit #297.
Letter book copy dated March 25, 1908.
Marked Petitioner's Exhibit #298.
Letter book copy dated April 3, 1908.
Marked Petitioner's Exhibit #299.
Letter book copy dated April 14, 1908.
Marked Petitioner's Exhibit #300.
Letter book copy dated April 27, 1908.
Marked Petitioner's Exhibit #301.
Letter book copy dated April 28, 1908.
Marked Petitioner's Exhibit #302.
Letter book copy dated May 6, 1908.
Marked Petitioner's Exhibit #303.
Letter book copy dated May 22, 1908. 2865
Marked Petitioner's Exhibit #304.
Letter book copy dated February 3, 1899.
Marked Petitioner's Exhibit #305.
Letter book copy dated March 31, 1899, #257.
Marked Petitioner's Exhibit #306.
Letter book copy dated March 31, 1899, #261.
Marked Petitioner's Exhibit #307.
Letter book copy dated October 3, 1899.
Marked Petitioner's Exhibit #308.

2866 Letter book copy dated November 3, 1899.
Marked Petitioner's Exhibit #309.
Letter book copy dated November 20, 1900.
Marked Petitioner's Exhibit #310.
Letter book copy dated November 12, 1901.
Marked Petitioner's Exhibit #311.
Letter book copy dated December 27, 1901.
Marked Petitioner's Exhibit #312.
Letter book copy dated July 25, 1902.
Marked Petitioner's Exhibit #313.
Letter book copy dated January 24, 1905.
Marked Petitioner's Exhibit #314.

Hearing adjourned to Tuesday, July 16th, 1912,
2867 at 11:00 o'clock A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA,
Petitioner,
against
2868 HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

Before: Charles Elliott Pickett, Esq., Examiner.

New York, July 16th, 1912.

Hearing resumed pursuant to adjournment.

Appearances: 2869

Henry A. Guiler, Esq., John S. Bradley, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and for the Anchor Line, Ltd., *et al.*

Messrs. Spooner & Cotton by Mr. Savage, for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., personally for Russian East Asiatic Company, *et al.*

2870 Mr. Guiler: Mr. Beers, are you ready to produce the papers and letters and so forth in accordance with the subpoena directed to the Cunard Line?

Mr. Beers: I am. I now produce in response to the subpoena of the petitioner and for his inspection the following papers, which I have received from the home office of the Cunard Company in Liverpool.

I produce a typewritten paper dated Liverpool, July 11th, 1893, entitled "Memorandum of rates in operation for the Scandinavian business," and marked in ink with the arbitrary number "A-1."

2871 Marked Petitioner's Exhibit #315 for identification.

I produce a printed document dated July 1st, 1898, and entitled "The North Atlantic Passenger Conference. Revised. Regulations for agents for steerage and second cabin business," and marked in ink with the arbitrary designation "A-2" and having on the margin a note in ink as follows: "The rules, etc., for the 1893

2872 agreement are as the first ten clauses of these rules. Clause 11 was added 1898."

Marked Petitioner's Exhibit #316 for identification.

I also produce a printed document entitled "Liverpool, September 10, 1895," entitled "Agreement between the undersigned representatives of the Hamburg American Packet Company, North German Lloyd" and other lines, including the Cunard Line, and marked in ink by the arbitrary designation "B-1."

Marked Petitioner's Exhibit #317 for identification.

2873 I produce a printed document entitled "Continental business. Agreement between the following British Lines, viz: Allan and Allan State" and other lines, including Cunard, and marked in ink by the arbitrary designation "B-2."

Marked Petitioner's Exhibit #318 for identification.

I produce a printed document dated at the foot Liverpool, September 10, 1898, entitled "Finnish business. Agreement between the following British Lines, namely, Allan and Allan State" and other lines, including the Cunard, and designated in ink by the arbitrary designa-

2874 tion "B-3."

Marked Petitioner's Exhibit #319 for identification.

I produce a printed document entitled "Appendix to minute 217, Scandinavian and Finnish steerage passenger business, including Iceland. Agreement between the following British Lines, namely, Allan and Allan State" and other lines, including Cunard and marked in ink by the arbitrary designation "B-4."

Marked Petitioner's Exhibit #320 for identification.

I produce a printed document dated at the foot September 10, 1895, and entitled "Agreement in regard to the Scandinavian (Norway, Sweeden and Denmark) and Finland steerage passenger business to be enforced on and from date hereof." And also marked in ink by the arbirtrary designation "B-4." 2875

Marked Petitioner's Exhibit #321 for identification.

I produce a printed document dated London, 778, June, 1898, entitled "Continental business. Agreement between the undersigned representatives of the Hamburg Amerika Line" and other lines, including the Cunard Line, and marked in ink by the arbitrary designation "C-1." 2876

Marked Petitioner's Exhibit #322 for identification.

I produce a printed document dated at the foot Liverpool, 15th June, 1898, entitled "Continental business. Agreement between the following British Lines, namely, Allan and Allan State and other lines, including the Cunard, for controlling and pooling the share of continental traffic allotted to the British Lines in accordance with the foregoing with the Continental Lines." And marked in ink by the arbitrary designation "C-2." 2877

Marked Petitioner's Exhibit #323 for identification.

I produce a printed document dated at the foot July 1st, 1898, entitled: "British business. (Steerage westbound)." Headed "Agreement between the following British Lines, viz: Allan and Allan and State" and other lines, including Cunard. The third page of the document being entitled: "The North Atlantic Passenger Conference. Revised regulations for agents." And the whole document being marked by the printed designation "C-3."

2878 Marked Petitioner's Exhibit #324 for identification.

I produce a printed document dated at the foot Liverpool, June 15, 1898, headed "Scandinavian and Finnish steerage passenger business (including Iceland)" and entitled "Agreement between the following British lines, namely, Allan and Allan State" and other lines, including Cunard, and marked in ink by the arbitrary designation "C-4."

Marked Petitioner's Exhibit #325 for identification.

I produce a printed document dated at the foot Liverpool, January 14, 1905, headed
2879 "British business, third class" and entitled: "Agreement between the following British Lines, namely, Allan and Allan and State" and other lines, including the Cunard. The first page of the paper being entitled "The North Atlantic Passenger Conference. Revised regulations for agents" and the whole paper being marked in ink by the arbitrary designation "D-1."

Marked Petitioner's Exhibit #326 for identification.

I produce a printed document dated Liverpool, January 21, 1905, headed "Amended.
2880 Scandinavian third-class business" and entitled "To agents," the paper being marked in ink by the arbitrary designation "D-2."

Marked Petitioner's Exhibit #327 for identification.

I produce a printed document dated Liverpool, January 21, 1905, headed "Amended. Finnish third-class business," and apparently addressed to agents, the paper being marked in ink by the arbitrary designation "D-3."

Marked Petitioner's Exhibit #328 for identification.

I produce a printed pamphlet entitled on the cover "Agreement AA" purporting to be a copy of agreement between the Allan Line Steamship Company, Limited, and other lines, including the Cunard, and dated February 5th, 1908, and including appendices numbers 1, 2, 3, and 4, the whole pamphlet being marked in ink by the arbitrary designation "E-1." 2881

Marked Petitioner's Exhibit #329 for identification.

I produce a printed document in pamphlet form headed "Agreement Z" dated the 5th of February, 1908, purporting to be a copy of an agreement between the Hamburg American and other lines, including Cunard; annexed being appendices 1, 2 and 3, the whole pamphlet being marked in ink by the arbitrary designation "E-2." 2882

Marked Petitioner's Exhibit #330 for identification.

I produce a printed document in pamphlet form dated "Jena, Decbr. 10th, 1908, March 31, 1908" entitled "Agreement BB" between the following lines: The Allan Line Steamship Company, Limited and other lines including Cunard, the whole pamphlet being marked in ink by the arbitrary designation "E-3."

Marked Petitioner's Exhibit #331 for identification. 2883

I produce a printed document dated at the foot Liverpool, 23rd May, 1908 (Revised up to August 15th, 1910) entitled "Agreement on British Westbound third-class business" and entitled "It has been this day agreed by the following British lines, namely, Allan Line" and other lines, including Cunard, consisting of twelve pages, page nine being entitled "The North Atlantic Passenger Conference. Revised regulations for agents," and the whole

2884 pamphlet being marked in ink by the arbitrary designation "F-1."

Marked Petitioner's Exhibit #332 for identification.

I produce a printed document dated at the foot Liverpool, 20th February, 1908, headed "Scandinavian and Finnish third-class passenger business (including Iceland)" and entitled "Agreement between the following lines, namely Allan Line" and other lines, including Cunard, and marked in ink by the arbitrary designation "F-2."

Marked Petitioner's Exhibit #333 for identification.

2885 Mr. Guiler: I understand from Mr. Savage, representing Senator Spooner, that Mr. Dorr agreed with Senator Spooner to give the firm of Spooner & Cotton further reasonable time to produce such letters and translations of letters of the Hamburg American Line as agreed upon.

Mr. Burlingham states that he has arranged for the production of Mr. Ismay as a witness at Liverpool on September 2nd next.

Mr. Guiler: I would like to have placed on the record that the hearing of this case is adjourned until September 2nd at Liverpool for

2886 the purpose mentioned by Mr. Burlingham.

Mr. Burlingham: Of course, as stated before, we may wish to examine in England one or more witnesses with regard to foreign laws.

Mr. Beers: I should like to have it appear on the record that the examination to be had in Liverpool is only for the purpose of taking the testimony or deposition of Mr. Ismay, and of such experts as to foreign law as Mr. Burlingham may desire to call.

Mr. Guiler: Also that the examination of Mr. Ismay will undoubtedly entail a calling

for various papers and documents at the same time as the examination is going on. 2887

Mr. Beers: I would like to enquire on the record as to the date of the next hearing which is to be had in New York after the testimony of Mr. Ismay has been taken in Liverpool.

Mr. Guiler: I understand that that date will be fixed by the Examiner on or about the 15th of September or as soon after the return of the parties from Liverpool as is convenient, and on notice to the other counsel.

Mr. Burlingham: I produce a voluminous batch of letters from Europe to the agents here and the carbon replies, together with copies of minutes of meetings of foreign conference. 2888

Mr. Guiler: I offer in evidence letter dated March 7th, 1908, from Ismay, Imrie & Company to the White Star Line at New York.

Mr. Beers: I renew my objection, although I understand it applies to all these letters without repetition.

Mr. Guiler. Yes, I understood so, Mr. Beers.

Marked Petitioner's Exhibit #334.

Also letter dated Liverpool, March 28th, 1908, from Ismay, Imrie & Company to the White Star Line at New York.

Marked Petitioner's Exhibit #335. 2889

Also letter dated Liverpool, March 14th, 1908, from Ismay, Imrie & Company to the White Star Line at New York.

Marker Petitioner's Exhibit #336.

Also copy of letter dated March 24th, 1908, from the White Star Line to Ismay, Imrie & Company at Liverpool.

Marked Petitioner's Exhibit #337.

Also copy of letter dated Liverpool, March 24th, 1908, from Ismay, Imrie & Company to Messrs. Lee & Franklin of New York.

963

2890 Marked Petitioner's Exhibit #338.

Also letter dated Liverpool, March 26th, 1908, Ismay, Imrie & Company to White Star Line, Broadway, New York.

Marked Petitioner's Exhibit #339.

Also letter dated Liverpool, March 28th, 1908, Ismay, Imrie & Company to White Star Line, Broadway, New York.

Marked Petitioner's Exhibit #340.

Also carbon copy of letter dated April 7th, 1908, White Star Line of New York to Ismay, Imrie & Company, Liverpool.

Marked Petitioner's Exhibit #341.

2891 Also letter dated Liverpool, April 4th, 1908, Ismay, Imrie & Company to White Star Line.

Marked Petitioner's Exhibit #342.

Also letter dated April 8th, 1908, Liverpool, Ismay, Imrie & Company to White Star Line.

Marked Petitioner's Exhibit #343.

Also letter dated Liverpool, April 8th, 1908, Ismay, Imrie & Company to White Star Line.

Marked Petitioner's Exhibit #344.

Also carbon copy of letter dated April 3rd, 1908, White Star Line, New York, to Ismay, Imrie & Company, Liverpool.

Marked Petitioner's Exhibit #345.

Also letter dated Liverpool, April 15th, 1908,

2892 from Ismay, Imrie & Company to the White Star Line, New York, and also copy of cablegram attached from secretary Peters at Jena to Ismay, Imrie & Company, Liverpool, dated March 23rd, 1908.

Marked Petitioner's Exhibit #346.

Also letter of White Star Line, Liverpool, dated April 25th, 1908, to White Star Line, 9 Broadway, New York.

Marked Petitioner's Exhibit #347.

Also carbon copy of letter of White Star Line, New York, to Ismay, Imrie & Company, Liverpool, dated April 24th, 1908.

Marked Petitioner's Exhibit #348. 2893

Also letter dated Liverpool, April 18th, 1908, of Ismay, Imrie & Company to White Star Line, New York.

Marked Petitioner's Exhibit #349.

Also carbon copy of letter dated April 15th, 1908, to the secretary of the North Atlantic Passenger Conference, James Street, Liverpool.

Marked Petitioner's Exhibit #350.

Also carbon copy of letter of White Star Line to Ismay, Imrie & Company, Liverpool, dated April 28th, 1908.

Marked Petitioner's Exhibit #351.

Also letter dated May 2nd, 1908, from Ismay, Imrie & Company to White Star Line. 2894

Marked Petitioner's Exhibit #352.

Also carbon copy of letter dated March 20th, 1908, Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #353.

Also carbon copy of letter dated March 24th, 1908, Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #354.

Also carbon copy of letter dated March 27th, 1908, Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #355.

Also carbon copy of letter dated April 7th, 1908, Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #356. 2895

Also letter dated May 1, 1908, Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #357.

Also letter from Red Star Line to Red Star Line dated March 26th, 1908.

Marked Petitioner's Exhibit #358.

Also carbon copy of letter dated May 29th, 1908 from Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #359.

Also carbon copy of letter dated May 28th, 1908, from Red Star Line to Red Star Line.

2896 Marked Petitioner's Exhibit #360.

Also letter dated May 26th, 1908, from Red Star Line to Red Star Line with annexed circular letter dated May 25th, 1908.

Marked Petitioner's Exhibit #361.

Also carbon copy of letter dated June 30th, 1908, from Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #362.

Also letter dated June 19th, 1908 from Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #363.

Also carbon copy of letter dated June 19th, 1908, from Red Star Line to Red Star Line.

2897 Marked Petitioner's Exhibit #364.

Also carbon copy of letter dated June 16th, 1908, from Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #365.

Also carbon copy of letter dated June 9th, 1908, from Red Star Line to Red Star Line.

Marked Petitioner's Exhibit #366.

Also letter dated June 9th, 1908, from Red Star Line, Antwerp to Red Star Line, New York.

Marked Petitioner's Exhibit #367.

Also carbon copy of letter dated June 3rd, 1908, from Red Star Line to Red Star Line, Antwerp.

2898 Marked Petitioner's Exhibit #368.

Also carbon copy of letter dated July 14th, 1908, from Red Star Line to Red Star Line, Antwerp.

Marked Petitioner's Exhibit #369.

Also carbon copy of letter dated July 10th, 1908, from Red Star Line to Red Star Line, Antwerp.

Marked Petitioner's Exhibit #370.

Also carbon copy of letter dated July 7th, 1908, from Red Star Line to Red Star Line, Antwerp.

Marked Petitioner's Exhibit #371. 2899

Also carbon copy of letter dated July 3rd, 1908, from Red Star Line to Red Star Line, Antwerp.

Marked Petitioner's Exhibit #372.

Also carbon copy of letter from the Red Star Line to the Red Star Line dated August 18th, 1908 with letter to Mr. Farley and original letter from the Red Star Line to the Red Star Line at Antwerp dated August 3rd, 1908, annexed.

Marked Petitioner's Exhibit #373.

Also carbon copy of letter dated August 18th, 1908, from Red Star Line to the Red Star Line, 2900
Antwerp.

Marked Petitioner's Exhibit #374.

Also carbon copy of letter dated August 7th, 1908, from the Red Star Line to the Red Star Line, Antwerp.

Marked Petitioner's Exhibit #375.

Also carbon copy of letter dated August 4th, 1908, from the Red Star Line to the Red Star Line, Antwerp.

Marked Petitioner's Exhibit #376.

Also carbon copy of letter dated May 12th, 1908, from the Red Star Line to the Red Star Line, Antwerp.

Marked Petitioner's Exhibit #377. 2901

Also carbon copy of letter dated June 26th, 1908, from the Red Star Line to the Red Star Line, Antwerp.

Marked Petitioner's Exhibit #378.

Also carbon copy of letter dated June 23rd, 1908, from Red Star Line to Red Star Line, Antwerp.

Marked Petitioner's Exhibit #379.

Also carbon copy of letter dated June 19th, 1908, from the Red Star Line to the Red Star Line, Antwerp.

2902 Marked Petitioner's Exhibit #380.

Also carbon copy of letter dated August 14th, 1908 from the Red Star Line to the Red Star Line, Antwerp.

Marked Petitioner's Exhibit #381.

I offer in evidence the following list and copy thereof produced from the files of A. E. Johnson & Company, 27 Broadway, New York, being correspondence between A. E. Johnson & Company and the Russian American Line at Libau, Russia and Copenhagen and certain other lines.

Carbon copy of letter from the A. E. Johnson & Company to the Russian American Line
2903 dated March 17th, 1909.

Marked Petitioner's Exhibit #382.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated March 13th, 1909.

Marked Petitioner's Exhibit #383.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated March 11th, 1909.

Marked Petitioner's Exhibit #384.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated March 12th, 1909.

2904 Marked Petitioner's Exhibit #385.

Also letter dated February 26th, 1909 from the Russian American Line to A. E. Johnson & Company.

Marked Petitioner's Exhibit #386.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 22nd, 1909.

Marked Petitioner's Exhibit #387.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 20th, 1909.

Marked Petitioner's Exhibit #389. 2905

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 19, 1909.

Marked Petitioner's Exhibit #390.

Also letter from the Russian American Line to A. E. Johnson & Company dated February 9th, 1909.

Marked Petitioner's Exhibit #391.

Also letter from the Russian American Line to A. E. Johnson & Company dated February 5th, 1909.

Marked Petitioner's Exhibit #392.

Also letter from the Russian American Line to A. E. Johnson & Company dated February 2nd, 1909. 2906

Marked Petitioner's Exhibit #393.

Also letter from the Russian American Line to A. E. Johnson & Company, dated January 30th, 1909.

Marked Petitioner's Exhibit #394.

Also letter from the Russian American Line to A. E. Johnson & Company dated December 31st, 1908.

Marked Petitioner's Exhibit #395.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February, 1909. 2907

Marked Petitioner's Exhibit #396.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 11th, 1909.

Marked Petitioner's Exhibit #397.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 11th, 1909.

Marked Petitioner's Exhibit #398.

2908 Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 11th, 1909.

Marked Petitioner's Exhibit #399.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 10th, 1909.

Marked Petitioner's Exhibit #400.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 10th, 1909.

Marked Petitioner's Exhibit #401.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line

2909 dated February 10th, 1909.

Marked Petitioner's Exhibit #402.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 10th, 1909.

Marked Petitioner's Exhibit #403.

Also letter from the Russian American Line to A. E. Johnson & Company dated January 29th, 1909.

Marked Petitioner's Exhibit #404.

Also letter from the Russian American Line to A. E. Johnson & Company dated January 29th, 1909, with two papers annexed.

2910 Marked Petitioner's Exhibit #405.

Also letter from the Russian American Line to A. E. Johnson & Company dated January 26th, 1909.

Marked Petitioner's Exhibit #406.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 9th, 1909.

Marked Petitioner's Exhibit #407.

Also letter from the Russian American Line to A. E. Johnson & Company dated Libau, January 22nd, 1909.

Marked Petitioner's Exhibit #408. 2911

Also letter from the Russian American Line to A. E. Johnson & Company dated Libau, January 21st, 1909.

Marked Petitioner's Exhibit #409.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 2nd, 1909.

Marked Petitioner's Exhibit #410.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated January 30th, 1909.

Marked Petitioner's Exhibit #411.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated January 28th, 1909. 2912

Marked Petitioner's Exhibit #412.

Also letter from Russian American Line to A. E. Johnson & Company dated January 18th, 1909.

Marked Petitioner's Exhibit #413.

Also letter from Russian American Line to A. E. Johnson & Company dated January 11th, 1909.

Marked Petitioner's Exhibit #414.

Also letter marked S. S. "Estonia" dated New York, January 25th, 1909, giving the capacity of the Estonia for passengers. 2913

Marked Petitioner's Exhibit #415.

Also letter from the Russian American Line to A. E. Johnson & Company dated Libau, July 28th, 1909.

Marked Petitioner's Exhibit #416.

Also a copy of a cablegram dated Copenhagen, September 12th, 1908, to Johnson at New York.

Marked Petitioner's Exhibit #417.

Also letter from the East Asiatic Company Limited to A. E. Johnson & Company dated September 12th, 1908.

2914 Marked Petitioner's Exhibit #418.

Also copy of cablegram undated from Johnson to Copenhagen.

Marked Petitioner's Exhibit #419.

Also cablegram dated September 4th, 1908 from Russian East Asiatic Company to Johnson.

Marked Petitioner's Exhibit #420.

Also copy of cablegram dated Copenhagen, September 29th, 1908, to Johnson from East Asiatic Company, Limited.

Marked Petitioner's Exhibit #421.

Also copy of letter dated August 29th, 1908
2915 to A. E. Johnson & Company from the Russian East Asiatic Company, Limited.

Marked Petitioner's Exhibit #422.

Also letter dated Copenhagen, September 4th, 1908, from the East Asiatic Company to A. E. Johnson & Company.

Marked Petitioner's Exhibit #423.

Also copy of cablegram dated September 5th, 1908 from the East Asiatic Company, Limited to Johnson.

Marked Petitioner's Exhibit #424.

Also copy of cablegram dated September 2nd, 1908, from the East Asiatic Company, Limited to Johnson.

2916 Marked Petitioner's Exhibit #425.

Also letter dated September 1, 1910, from the Russian American Line to A. E. Johnson & Company.

Marked Petitioner's Exhibit #426.

Also letter dated June 16th, 1909 from the Russian American Line to A. E. Johnson & Company.

Marked Petitioner's Exhibit #427.

Also letter dated Libau, June 16th, 1909, from Russian American Line to A. E. Johnson & Company.

Marked Petitioner's Exhibit #428. 2917

Also letter dated Copenhagen, September 15th, 1908, from the East Asiatic Company, Limited to A. E. Johnson & Company.

Marked Petitioner's Exhibit #429.

Also copy of cablegram, without date, to the Russian East Asiatic Company from Johnson.

Marked Petitioner's Exhibit #430.

Also copy of cablegram, without date, to the Russian East Asiatic Company from Johnson.

Marked Petitioner's Exhibit #431.

Also copy of cablegram dated Cophenhagen, September 1st, 1908, to Johnson, New York, from the East Asiatic Company, Limited.

Marked Petitioner's Exhibit #432. 2918

Also letter dated September 3rd, 1908, from the East Asiatic Company, Limited to A. E. Johnson & Company with two copies of letters annexed.

Marked Petitioner's Exhibit #433.

Also letter dated Libau, May 31st, 1912, from the Russian American Line to A. E. Johnson & Company, New York, with copy of cablegram annexed.

Marked Petitioner's Exhibit #434.

Also letter dated Copenhagen, September 22nd, 1908, from the East Asiatic Company, Limited, to A. E. Johnson & Company. 2919

Marked Petitioner's Exhibit #435.

Also letter dated Copenhagen, September 30th, 1908, from the East Asiatic Company, Limited, to A. E. Johnson & Company.

Marked Petitioner's Exhibit #436.

Also cablegram dated September 20th, 1908, from Libau addressed to A. E. Johnson & Company, New York.

Marked Petitioner's Exhibit #437.

2920 Also cablegram, without date from A. E. Johnson & Company at New York to the Russian East Asiatic Steamship Company.

Marked Petitioner's Exhibit #438.

Also cablegram dated August 25th, 1908.

Marked Petitioner's Exhibit #439.

Also cablegram without date from A. E. Johnson & Company to the Russian East Asiatic Steamship Company.

Marked Petitioner's Exhibit #440.

Also original letter from the Russian America Line to A. E. Johnson & Company dated Libau, August 13th, 1909.

Marked Petitioner's Exhibit #441.

2921 Also letter from the Russian American Line to A. E. Johnson & Company dated Libau, November 10th, 1909.

Marked Petitioner's Exhibit #442.

Also letter from the Russian American Line to A. E. Johnson & Company dated Libau, August 9th, 1909.

Marked Petitioner's Exhibit #443.

Also letter from the Russian American Line to A. E. Johnson & Company dated Libau, September 3rd, 1909, with copy of letter dated September 3rd, 1909 annexed.

Marked Petitioner's Exhibit #444.

2922 Also carbon copy of letter dated October 11th, 1909 to the Russian American Line from Libau, Russia.

Marked Petitioner's Exhibit #445.

Also copy of cablegram dated August 18th, 1909.

Marked Petitioner's Exhibit #446.

Also original letter from the Russian American Line to A. E. Johnson & Company dated March 28th, 1909.

Marked Petitioner's Exhibit No. 447.

Also carbon copy of letter dated June 11th, 1909, from A. E. Johnson & Company to the East Asiatic Company at Copenhagen. 2923

Marked Petitioner's Exhibit #448.

Also copy of cablegram from A. E. Johnson & Company to Orient, Copenhagen without date.

Marked Petitioner's Exhibit #449.

Also copy of telegram dated June, 1908, signed Johnson.

Marked Petitioner's Exhibit #450.

Also carbon copy of letter to the East Asiatic Steamship Company, Copenhagen, Denmark from A. E. Johnson & Company dated June 13th, 1908. 2924

Marked Petitioner's Exhibit #451.

Also copy of cablegram from A. E. Johnson & Company to Orient, Copenhagen.

Marked Petitioner's Exhibit #452.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 18th, 1908.

Marked Petitioner's Exhibit #453.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 9th, 1908.

Marked Petitioner's Exhibit #454.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 12th, 1908. 2925

Marked Petitioner's Exhibit #455.

Also letter from the Russian American Line to A. E. Johnson & Company dated August 18th, 1909.

Marked Petitioner's Exhibit #456.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated November 30th, 1910.

2926 Marked Petitioner's Exhibit #457.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated November 15th, 1910.

Marked Petitioner's Exhibit #458.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated November 9th, 1910.

Marked Petitioner's Exhibit #459.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated November 4th, 1910.

Marked Petitioner's Exhibit #460.

2927 Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated November 1st, 1910.

Marked Petitioner's Exhibit #461.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated March 18th, 1909.

Marked Petitioner's Exhibit #462.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated March 19th, 1909.

Marked Petitioner's Exhibit #463.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line

2928 at Libau dated March 22nd, 1909.

Marked Petitioner's Exhibit #464.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated March 26th, 1909.

Marked Petitioner's Exhibit #465.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated March 25th, 1909.

Marked Petitioner's Exhibit #466.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated March 23rd, 1909.

Marked Petitioner's Exhibit #467. 2929

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line at Libau dated March 23rd, 1909.

Marked Petitioner's Exhibit #468.

Also original letter from the Russian American Line to A. E. Johnson & Company dated March 9th, 1909.

Marked Petitioner's Exhibit #469.

Also original letter from the Russian American Line to A. E. Johnson & Company dated March 27th, 1909.

Marked Petitioner's Exhibit #470.

Also original letter from the Russian American Line to A. E. Johnson & Company dated March 29th, 1909. 2930

Marked Petitioner's Exhibit #471.

Also statement dated April 1st, 1909, containing measurements of the Lituania.

Marked Petitioner's Exhibit #472.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 1st, 1909.

Marked Petitioner's Exhibit #473.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 12th, 1909.

Marked Petitioner's Exhibit #474. 2931

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 14th, 1909.

Marked Petitioner's Exhibit #475.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 16th, 1909.

Marked Petitioner's Exhibit #476.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 16th, 1909.

2932 Marked Petitioner's Exhibit #477.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 20th, 1909.

Marked Petitioner's Exhibit #478.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 23rd, 1909.

Marked Petitioner's Exhibit #479.

Also original statement of emigrant railway fares dated March 21st, 1909.

Marked Petitioner's Exhibit #480.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line

2933 dated April 27th, 1909.

Marked Petitioner's Exhibit #481.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated April 29th, 1909.

Marked Petitioner's Exhibit #482.

Also carbon copy of letter from A. E. Johnson & Company to Ruys & Company dated December 12, 1908.

Marked Petitioner's Exhibit #483.

Also original letter from Ruys & Company to A. E. Johnson & Company dated December 12th, 1908.

2934 Marked Petitioner's Exhibit #484.

Also original letter from Ruys & Company to A. E. Johnson & Company dated January 14th, 1909.

Marked Petitioner's Exhibit #485.

Also carbon copy of letter from A. E. Johnson & Company to Ruys & Company dated February 18th, 1909.

Marked Petitioner's Exhibit #486.

Also carbon copy of letter from A. E. Johnson & Company to Ruys & Company dated April 16th, 1909.

Marked Petitioner's Exhibit #487. 2935

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated November 4th, 1908.

Marked Petitioner's Exhibit #488.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated October 26th, 1908.

Marked Petitioner's Exhibit #489.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated November 9th, 1908.

Marked Petitioner's Exhibit #490.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated October 30th, 1908. 2936

Marked Petitioner's Exhibit #491.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated November 3rd, 1908.

Marked Petitioner's Exhibit #492.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated November 21st, 1908.

Marked Petitioner's Exhibit #493.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated September 18th (?), 1909. 2937

Marked Petitioner's Exhibit #494.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated September 14th, 1909.

Marked Petitioner's Exhibit #495.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated September 8th, 1909.

Marked Petitioner's Exhibit #496.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated September 8th, 1909.

2938 Marked Petitioner's Exhibit #497.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated September 1st, 1909.

Marked Petitioner's Exhibit #498.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated September 14th, 1909.

Marked Petitioner's Exhibit #499.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated October 4th, 1909.

Marked Petitioner's Exhibit #500.

2939 Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated October 6th, 1909.

Marked Petitioner's Exhibit #501.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated October 6th, 1909.

Marked Petitioner's Exhibit #502.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated October 8th, 1909.

Marked Petitioner's Exhibit #503.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line

2940 dated October 11th, 1909.

Marked Petitioner's Exhibit #504.

Also cablegram marked "Small committee," without date.

Marked Petitioner's Exhibit #505.

Also cablegram to Small Committee dated December 27th.

Marked Petitioner's Exhibit #506.

Also original letter from the Russian American Line to A. E. Johnson & Company dated December 2nd, 1909.

Marked Petitioner's Exhibit #507. 2941

Also original letter from the Russian American Line to A. E. Johnson & Company dated December 6th, 1909.

Marked Petitioner's Exhibit #508.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated January 6th, 1910.

Marked Petitioner's Exhibit #509.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated January 31st, 1910.

Marked Petitioner's Exhibit #510.

Also original letter from the Russian American Line to A. E. Johnson & Company dated December 28th, 1909. 2942

Marked Petitioner's Exhibit #511.

Also cablegram from A. E. Johnson & Company to Orient Copenhagen dated January 7th.

Marked Petitioner's Exhibit #512.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated February 11th, 1910.

Marked Petitioner's Exhibit #513.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated January 13th, 1910.

Marked Petitioner's Exhibit #514. 2943

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated January 21st, 1910.

Marked Petitioner's Exhibit #515.

Also cablegram *re* Estonia fighting steamer dated November 9th.

Marked Petitioner's Exhibit #516.

Carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company, Copenhagen, Denmark, dated January 7th, 1910.

2944 Marked Petitioner's Exhibit #517.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company, Copenhagen, Denmark, dated January 21st, 1910.

Marked Petitioner's Exhibit #518.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated January 8th, 1910.

Marked Petitioner's Exhibit #519.

Also cablegram to the Russian American Line at Libau dated November 22nd.

Marked Petitioner's Exhibit #520.

2945 Also original letter from the Russian American Line to A. E. Johnson & Company dated June 17th, 1909.

Marked Petitioner's Exhibit #521.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 14th, 1909.

Marked Petitioner's Exhibit #522.

Also letter from the Russian American Line to A. E. Johnson & Company dated September 2nd, 1909.

Marked Petitioner's Exhibit #523.

Also carbon copy from A. E. Johnson & Company to the Russian American Line dated

2946 October 29th, 1909.

Marked Petitioner's Exhibit #524.

Also carbon copy from A. E. Johnson & Company to the Russian American Line dated November 19th, 1909.

Marked Petitioner's Exhibit #525.

Original letter from the Russian American Line to A. E. Johnson & Company dated November 23rd, 1909.

Marked Petitioner's Exhibit #526.

Original letter from the Russian American Line to A. E. Johnson & Company dated December 3rd, 1909.

Marked Petitioner's Exhibit #527. 2947

Also original letter with pencil notation from the Russian American Line to A. E. Johnson & Company dated February 5th, 1909.

Marked Petitioner's Exhibit #528.

Also original letter from the Russian American Line to A. E. Johnson & Company dated May 10th, 1908.

Marked Petitioner's Exhibit #529.

Also original letter from the Russian American Line to A. E. Johnson & Company dated May 12th, 1909.

Marked Petitioner's Exhibit #530.

Also original letter from the Russian American Line to A. E. Johnson & Company dated May 15th, 1909. 2948

Marked Petitioner's Exhibit #531.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 13th, 1909.

Marked Petitioner's Exhibit #532.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 14th, 1909.

Marked Petitioner's Exhibit #533.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 14th, 1909. 2949

Marked Petitioner's Exhibit #534.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 20th, 1909.

Marked Petitioner's Exhibit #535.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 21st, 1909.

Marked Petitioner's Exhibit #536.

Also carbon copy of letter from E. A. Johnson & Company to the Russian American Line dated May 21st, 1909.

2950 Marked Petitioner's Exhibit #537.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 21st, 1909.

Marked Petitioner's Exhibit #538.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 21st, 1909.

Marked Petitioner's Exhibit #539.

Also carbon copy of letter from A. E. Johnson & Company, to the Russian American Line dated May 21st, 1909.

Marked Petitioner's Exhibit #540.

2951 Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 26th, 1909.

Marked Petitioner's Exhibit #541.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 26th, 1909.

Marked Petitioner's Exhibit #542.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated May 26th, 1909.

Marked Petitioner's Exhibit #543.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line

2952 dated May 27th, 1909.

Marked Petitioner's Exhibit #544.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 2nd, 1909.

Marked Petitioner's Exhibit #545.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 4th, 1909.

Marked Petitioner's Exhibit #546.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 4th, 1909.

Marked Petitioner's Exhibit #547. 2953

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 8th, 1909.

Marked Petitioner's Exhibit #548.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 8th, 1909.

Marked Petitioner's Exhibit #549.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 8th, 1909.

Marked Petitioner's Exhibit #550.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line 2954 dated June 8th, 1909.

Marked Petitioner's Exhibit #551.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 11th, 1909.

Marked Petitioner's Exhibit #552.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 12th, 1909.

Marked Petitioner's Exhibit #553.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 15th, 1909. 2955

Marked Petitioner's Exhibit #554.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 18th, 1909.

Marked Petitioner's Exhibit #555.

Also copy of telegram to Russian American Line at Libau dated June 8th.

Marked Petitioner's Exhibit #556.

Also an original letter from the East Asiatic Company to A. E. Johnson & Company dated April 15th, 1908.

2956 Marked Petitioner's Exhibit #557.

Also an original letter from the East Asiatic Company to A. E. Johnson & Company dated April 22nd, 1908.

Marked Petitioner's Exhibit #558.

Also an original letter from the East Asiatic Company to A. E. Johnson & Company dated May 4th, 1908.

Marked Petitioner's Exhibit #560.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated May 30th, 1908.

Marked Petitioner's Exhibit #561.

2957 Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated May 27th, 1908.

Marked Petitioner's Exhibit #562.

Also carbon copy of letter of May 29th, 1908 from A. E. Johnson & Company to the East Asiatic Steamship Company.

Marked Petitioner's Exhibit #563.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 2nd, 1908.

Marked Petitioner's Exhibit #564.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship

2958 Company dated June 8th, 1908.

Marked Petitioner's Exhibit #565.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 9th, 1908.

Marked Petitioner's Exhibit #566.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 10th, 1908.

Marked Petitioner's Exhibit #567.

Also original letter from A. E. Johnson & Company to the Russian East Asiatic Steamship Company without date.

Marked Petitioner's Exhibit #568. 2959

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 15th, 1908.

Marked Petitioner's Exhibit #569.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 25th, 1908.

Marked Petitioner's Exhibit #570.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 27th, 1908.

Marked Petitioner's Exhibit #571.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship 2960
Company dated July 1st, 1908.

Marked Petitioner's Exhibit #572.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 7th, 1908.

Marked Petitioner's Exhibit #573.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 6th, 1908.

Marked Petitioner's Exhibit #574.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 9th, 1908. 2961

Marked Petitioner's Exhibit #575.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 8th, 1908.

Marked Petitioner's Exhibit #576.

Also copy of a letter to A. E. Johnson & Company, 27 Broadway, from Joseph Lang, without date.

Marked Petitioner's Exhibit #577.

Also copy of cablegram from A. E. Johnson & Company to Orient, Copenhagen.

2962 Marked Petitioner's Exhibit #578.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated June 1st, 1908.

Marked Petitioner's Exhibit #579.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 11th, 1908.

Marked Petitioner's Exhibit #580.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 20th, 1908.

Marked Petitioner's Exhibit #581.

2963 Also cablegram with pencil notation in regard to pool lines, the Russian East Asiatic Steamship Company to A. E. Johnson & Company, New York, dated July 20th, 1908.

Marked Petitioner's Exhibit #582.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 18th, 1908.

Marked Petitioner's Exhibit #583.

Also copy of cablegram from A. E. Johnson & Company to Orient, Copenhagen without date.

Marked Petitioner's Exhibit #584.

2964 Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company, dated July 23rd, 1908.

Marked Petitioner's Exhibit #585.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 23rd, 1908.

Marked Petitioner's Exhibit #586.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated July 30th, 1908.

Marked Petitioner's Exhibit #587.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company, dated February 21st, 1908. 2965

Marked Petitioner's Exhibit #588.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company, dated February 24th, 1908.

Marked Petitioner's Exhibit #589.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company, dated March 17th, 1908.

Marked Petitioner's Exhibit #590.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated December 2nd, 1909. 2966

Marked Petitioner's Exhibit #591.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 23rd, 1909.

Marked Petitioner's Exhibit #592.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 23rd, 1909.

Marked Petitioner's Exhibit #593.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 26th, 1909.

Marked Petitioner's Exhibit #594. 2967

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 21st, 1909.

Marked Petitioner's Exhibit #595.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 21st, 1909.

Marked Petitioner's Exhibit #596.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 26th, 1909.

2968 Marked Petitioner's Exhibit #597.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 27th, 1909.

Marked Petitioner's Exhibit #598.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 11th, 1909.

Marked Petitioner's Exhibit #599.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 11th, 1909.

Marked Petitioner's Exhibit #600.

2969 Also original letter from the Russian American Line to A. E. Johnson & Company dated June 21st, 1909.

Marked Petitioner's Exhibit #601.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 9th, 1909.

Marked Petitioner's Exhibit #602.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated December 27th, 1910.

Marked Petitioner's Exhibit #603

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line

2970 dated December 14th, 1909.

Marked Petitioner's Exhibit #604.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated December 17th, 1909.

Marked Petitioner's Exhibit #605.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 26th, 1909.

Marked Petitioner's Exhibit #606.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 28th, 1909. 2971

Marked Petitioner's Exhibit #607.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated June 30th, 1909.

Marked Petitioner's Exhibit #608.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 2nd, 1909.

Marked Petitioner's Exhibit #609.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 9th, 1909. 2972

Marked Petitioner's Exhibit #610.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 12th, 1909.

Marked Petitioner's Exhibit #611.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 13th, 1909.

Marked Petitioner's Exhibit #612.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated July 27th, 1909.

Marked Petitioner's Exhibit #613. 2973

Also original letter from the Russian America Line to A. E. Johnson & Company dated June 10th, 1909.

Marker Petitioner's Exhibit #614.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 8th, 1909.

Marked Petitioner's Exhibit #615.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 8th, 1909.

2974 Marked Petitioner's Exhibit #616.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 15th, 1909.

Marked Petitioner's Exhibit #617.

Also original letter from the Russian American Line to A. E. Johnson & Company dated June 28th, 1909.

Marked Petitioner's Exhibit #618.

Also original letter from the Russian American Line to A. E. Johnson & Company dated July 5th, 1909.

Marked Petitioner's Exhibit #619.

2975 Also original letter from the Russian American Line to A. E. Johnson & Company dated July 10th, 1909.

Marked Petitioner's Exhibit #620.

Also cablegram to Maxolaf, New York, dated June 15th, 1909.

Marked Petitioner's Exhibit #621.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated June 21st, 1907.

Marked Petitioner's Exhibit #622.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 9th, 1907.

2976 Marked Petitioner's Exhibit #623.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 22nd, 1907.

Marked Petitioner's Exhibit #624.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated August 20th, 1907.

Marked Petitioner's Exhibit #625.

Also cablegrams to Maxolaf, New York, dated August 17th, 1907.

Marked Petitioner's Exhibit #626.

Also cablegram to Maxolaf, New York, dated August 26th, 1907. 2977

Marked Petitioner's Exhibit #627.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated September 5th, 1907.

Marked Petitioner's Exhibit #628.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated October 5th, 1907.

Marked Petitioner's Exhibit #629.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated October 25th, 1907.

Marked Petitioner's Exhibit #630. 2978

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated December 13th, 1907.

Marker Petitioner's Exhibit #631.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated December 17th, 1907.

Marked Petitioner's Exhibit #632.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated December 24th, 1907.

Marked Petitioner's Exhibit #633.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated January 14th, 1908. 2979

Marked Petitioner's Exhibit #634.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated January 20th, 1908.

Marked Petitioner's Exhibit #635.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated January 21st, 1908.

Marked Petitioner's Exhibit #636.

2980 Also copy of letter signed A. J. W. to A. E. Johnson & Company dated Chicago, Illinois, January 6th, 1908.

Marked Petitioner's Exhibit #637.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated January 22nd, 1908.

Marked Petitioner's Exhibit #639.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated January 22nd, 1908.

Marked Petitioner's Exhibit #640.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Com-
2981 pany dated January 27th, 1908.

Marked Petitioner's Exhibit #641.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated January 28th, 1908.

Marked Petitioner's Exhibit #642.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated February 7th, 1908.

Marked Petitioner's Exhibit #643.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated February 8th, 1908.

2982 Marked Petitioner's Exhibit #644.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated February 10th, 1908.

Marked Petitioner's Exhibit #645.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated February 24th, 1908, together with a copy of the New York Herald, article mentioned therein and also translation thereof.

Marked Petitioner's Exhibit #646.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated March 2nd, 1908. 2983

Marked Petitioner's Exhibit #647.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 3rd, 1908.

Marked Petitioner's Exhibit #648.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 18th, 1908.

Marked Petitioner's Exhibit #649.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 21st, 1908. 2984

Marked Petitioner's Exhibit #650.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 24th, 1908.

Marked Petitioner's Exhibit #651.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 25th, 1908.

Marked Petitioner's Exhibit #652.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated July 30th, 1908.

Marked Petitioner's Exhibit #653. 2985

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated August 13th, 1908.

Marked Petitioner's Exhibit #654.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company dated August 21st, 1908.

Marked Petitioner's Exhibit #655.

Also copy of cablegram to Maxolaf, New York dated August 21st, 1908.

Marked Petitioner's Exhibit #656.

2986 Also cablegram with pencil notation to Maxolaf, New York, dated August 21st, 1908.

Marked Petitioner's Exhibit #657.

Original letter from the East Asiatic Steamship Company to A. E. Johnson & Company, dated December 7th, 1908.

Marked Petitioner's Exhibit #658.

Also original letter from the East Asiatic Steamship Company to A. E. Johnson & Company, dated January 4th, 1909.

Marked Petitioner's Exhibit #659.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated January 29th, 1909.

2987 Marked Petitioner's Exhibit #660.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Company dated February 13th, 1909.

Marked Petitioner's Exhibit #661.

Also original letter from the East Asiatic Company to A. E. Johnson & Company, dated March 5th, 1908.

Marked Petitioner's Exhibit #662.

Also carbon copy of letter from A. E. Johnson & Company to Dr. Johnson dated August 6th, 1908.

Marked Petitioner's Exhibit #663.

2988 Also carbon copy of letter from A. E. Johnson & Company to Slovak Press dated August 6th, 1908.

Marked Petitioner's Exhibit #664.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company, Copenhagen, Libau and Chicago, dated August 11th, 1908.

Marked Petitioner's Exhibit #665.

Also carbon copy of letter from A. E. Johnson & Company to the Russian East Asiatic Steamship Company dated August 11th, 1908.

Marked Petitioner's Exhibit #666. 2989

Also carbon copy of letter from A. E. Johnson & Company to User Marcus, dated August 13th, 1908.

Marked Petitioner's Exhibit #667.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 17th, 1908.

Marked Petitioner's Exhibit #668.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 21st, 1908.

Marked Petitioner's Exhibit #669.

Also carbon copy of letter from A. E. Johnson & Company to A. E. Johnson & Company 2990 dated August 21st, 1908.

Marked Petitioner's Exhibit #670.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 24th, 1908.

Marked Petitioner's Exhibit #671.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 26th, 1908.

Marked Petitioner's Exhibit #672.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 26th, 1908. 2991

Marked Petitioner's Exhibit #673.

Also carbon copy of letter from A. E. Johnson & Company to L. Sandford dated August 27th, 1908.

Marked Petitioner's Exhibit #674.

Also carbon copy of letter from A. E. Johnson & Company to L. I. Grossman dated August 27th, 1908.

Marked Petitioner's Exhibit #675.

2992 Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated August 26th, 1908.

Marked Petitioner's Exhibit #676.

Also carbon copy of letter from A. E. Johnson & Company to Victor P. Hladick dated August 26th, 1908.

Marked Petitioner's Exhibit #677.

Also carbon copy of letter from A. E. Johnson & Company to Sandford dated August 30th, 1908.

Marked Petitioner's Exhibit #678.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship
2993 Company dated August 31st, 1908.

Marked Petitioner' Exhibit #679.

Also carbon copy of letter from A. E. Johnson & Company to A. E. Johnson & Company dated August 31st, 1908.

Marked Petitioner's Exhibit #680.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated September 1st, 1908.

Marked Petitioner's Exhibit #681.

Also carbon copy of letter from A. E. Johnson & Company to A. E. Johnson & Company dated September 2nd, 1908.

2994 Marked Petitioner's Exhibit #682.

Also carbon copy of letter from A. E. Johnson & Company to the Russian East Asiatic Steamship Company dated September 3rd, 1908.

Marked Petitioner's Exhibit #683.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated September 3rd, 1908.

Marked Petitioner's Exhibit #684.

Also carbon copy of letter from A. E. Johnson & Company to Sandford dated September 3rd, 1908.

Marked Petitioner's Exhibit #685. 2995

Also carbon copy of letter from A. E. Johnson & Company to Lawson Sandford dated September 3rd, 1908.

Marked Petitioner's Exhibit #686.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated September 4th, 1908.

Marked Petitioner's Exhibit #687.

Also carbon copy of letter from A. E. Johnson & Company to P. Ulrich dated September 9th, 1908.

Marked Petitioner's Exhibit #688.

Also carbon copy of letter from A. E. Johnson & Company to Lundberg dated September 10th, 1908. 2996

Marked Petitioner's Exhibit #689.

Also carbon copy of letter from A. E. Johnson & Company to Lundberg dated September 10th, 1908.

Marked Petitioner's Exhibit #690.

Also carbon copy of letter from A. E. Johnson & Company to A. E. Johnson & Company dated September 10th, 1908.

Marked Petitioner's Exhibit #691.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated March 31st, 1908. 2997

Marked Petitioner's Exhibit #692.

Also carbon copy of letter from A. E. Johnson & Company to the East Asiatic Steamship Company dated June 30th, 1908.

Marked Petitioner's Exhibit #693.

Also original letter from the Russian East Asiatic Steamship Company to A. E. Johnson & Company dated June 17th, 1908.

Marked Petitioner's Exhibit #694.

2998 Also carbon copy of letter from A. E. Johnson & Company to the Russian East Asiatic Steamship Company dated June 29th, 1908.

Marked Petitioner's Exhibit #695.

Also original letter from Ruys & Company to A. E. Johnson & Company dated July 8th, 1907.

Marked Petitioner's Exhibit #696.

Also original letter from the Atlantic Express to A. E. Johnson & Company dated March 14th, 1908.

Marked Petitioner's Exhibit #697.

Also original letter from Karlsberg, Spiro & Company to A. E. Johnson & Company dated
2999 April 24th, 1908.

Marked Petitioner's Exhibit #698.

Also carbon copy of letter from A. E. Johnson & Company to Ruys & Company, dated May 28th, 1908.

Marked Petitioner's Exhibit #699.

Also carbon copy of letter from A. E. Johnson & Company to the Russian American Line dated December 19th, 1910.

Marked Petitioner's Exhibit #700.

Also original letter from the Russian American Line to A. E. Johnson & Company dated September 14th, 1910.

3000 Marked Petitioner's Exhibit #701.

Also original letter from the Russian American Line to A. E. Johnson & Company dated October 28th, 1910.

Marked Petitioner's Exhibit #702.

Mr. Guiler: I offer for identification book marked "Letters received A-Z" Conference No. 2 produced from the files of A. E. Johnson & Company, containing circular letters and so forth received from the Conference by A. E. Johnson & Company, and relating to other conference matters.

Marked Petitioner's Exhibit #703 for identification. 3001

Hearing adjourned to September 2nd, 1912, at Liverpool, England.

UNITED STATES CIRCUIT COURT,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

In the Second Circuit.

3002

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG - AMERIKANISCHE-PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others, Defendants.	In Equity.

Before Charles Elliott Pickett, Esq., Special Examiner, Liverpool, England.

September 2nd, 1912. 3003

Appearances:

Henry A. Wise, Esq.; Henry A. Guiler, Esq.; John W. H. Crim, Esq., for Petitioner.

Burlingham, Montgomery & Beecher, by Norman B. Beecher, for the Anchor Line, Ltd., William Coverley, Nederlandsch-Amerikanesche Stoomvart Maatschappij, Adrian Gips, International Mercantile Marine Co., International Navigation Co., Ltd.; British & North Atlantic Steam Navigation Co., Ltd.; Societe Anonyme De Navigation Belge Americaine; Oceanic Steam Navigation Co., Ltd., Philip A. S. Franklin.

3004

JOSEPH BRUCE ISMAY, sworn on behalf of the Petitioner, testified as follows:

Direct-examination by Mr. Guiler:

Q. What is your full name, Mr. Ismay? A. Joseph Bruce Ismay.

Mr. Beecher: Now, Mr. Guiler, as you know, the subpoena was about to be served upon Mr. Ismay when in New York, and we agreed with the District Attorney's Office, to produce him for examination at some subsequent period, and pursuant to that Mr. Ismay is now attending for examination. Had he appeared at New York pursuant to the subpoena, he would, of course, have been entitled to immunity under the Act regulating these matters. It is my understanding that the Government intends to extend to Mr. Ismay the same immunity as if he were testifying in New York, pursuant to subpoena.

3005

Mr. Guiler: That is the understanding of the Government.

Mr. Beecher: And Mr. Ismay will give his testimony—

Mr. Guiler: Mr. Ismay will give his testimony as if subpoenaed under the powers of the United States Courts.

3006

Mr. Beecher: Exactly, and upon the understanding that the Government have pledged that the same immunity will be extended to him.

Mr. Guiler: That is agreed.

Mr. Guiler:

Q. Where is your residence, Mr. Ismay? A. Liverpool.

3007

Q. And what is your business? A. Steamship owner.

Q. How long have you been in business? A. Thirty-two years.

Q. For what lines have you been manager, or what lines have you represented during the time you have been in business? A. The White Star Line.

Q. The White Star Line at all times? A. Well, I was not manager for them all the time. I started at the bottom of the tree as office boy and worked my way up.

Q. And you are a thoroughly practical steamship man? A. I think I know something about it. 3008

Q. And have you had experience of steamship matters practically all your business career? A. Practically all my business career has been connected with steamships.

Q. Now, in addition to the White Star Line you have been manager for what is called the International Mercantile Marine? A. I am president of the International Mercantile Marine.

Q. And of what is that International Mercantile Marine composed, what lines? A. The Atlantic Transport Line, the White Star Line, American Line, the Pacific Dominion Line, the British North Atlantic, and Atlantic Transport Company. That is all, 3009 I think. I think I said the White Star Line.

Q. Now, the International Mercantile Marine is a member of various conferences of steamship owners, is it not? A. Yes.

Q. Now, will you mention the name of the steamship conferences of which the International Mercantile Marine is a member?

Mr. Guiler: It is understood that, under the stipulation made earlier in this case, an objection is reserved to each of the defendants, to

3010 any evidence of any agreement or conference, other than the agreement AA, as not within the issues, and irrelevant and incompetent.

A. I beg your pardon. I am afraid I could not tell you them all. There are a great many of them.

Q. Tell me just as nearly as you can? A. I do not know how to explain, what is the best way to put it. There is a Mediterranean Conference, the AA Agreement.

Q. Perhaps I could help you out by asking you about the various conferences.

3011 Mr. Beecher: May I suggest, we are going to get before you all the agreements which make us members of any conferences, and you have simply got these agreements and that gives you the answer.

Mr. Guiler: I wanted to get on the record for the purposes of the Court the various conferences.

Mr. Beecher: I take it, there is no objection to Mr. Cauty prompting Mr. Ismay?

Mr. Guiler: If it is understood that Mr. Ismay is testifying.

Mr. Ismay: I have no doubt about the policy but I do not know the details. Mr. Cauty has got the details at his fingers ends.

3012

Q. (Mr. Crim.) Briefly, it is a member of the Continental Mediterranean, North Atlantic.

Q. (Mr. Guiler.) And the Chicago Complaint Committee? A. I never heard of that.

Q. Briefly, they are members of what Mr. Crim has mentioned? A. Certainly.

Q. What are they called? A. Could we not put it shortly by saying North Atlantic Conference, and Mediterranean Conferences.

3013

Q. I understand, Mr. Ismay, that the Atlantic Conference covers all steamship lines which run between the United States, Canada, and Great Britain? A. And also the Continent.

Q. And also the Continent? A. They are members of that Conference.

Q. They are members of the Continental Conference? A. And the North Atlantic Conference.

Q. And the Mediterranean Conference? A. Yes.

Q. That covers it pretty well? A. I think so.

Q. The various conferences which I have mentioned are split up, are they not, into smaller groups? A. Yes.

3014

Q. What lines can you mention which compose the smaller groups? Are they British Lines in a smaller conference, British Lines themselves? A. No, I think not. There is a Scandinavian Conference.

Q. I understand that the British Lines in theory, had a conference, or rather the International Mercantile Marine, for instance, are given a certain percentage of the business of the various conferences, and they divide amongst various lines in the International Mercantile Marine the percentages which are given to it? A. That is so. A percentage is given to the International Mercantile Marine, and that is divided up amongst what you may call the subsidiary companies.

3015

Q. The general theory of a conference is, is it not, to cover a certain territory, the business of a certain territory? A. Yes.

Q. That is the first theory, and to divide up among each of the lines who are members of that conference according to certain percentages, the profits of that business, the steerage business? A. They get a percentage, that percentage, of course, is based on their carryings.

Q. Based on their carryings. In what way do they first get that percentage? A. It is based on their carryings.

3016 *Joseph Bruce Ismay*

Q. For how many years back do you usually take? A. I think three.

Q. About three years. That is, they find out about how much business each of the lines has been getting in the last three years back, and they are given a percentage proportionate with that? A. Some get more and others get rather less.

Q. Unless they are able to force a larger percentage? A. It is generally a fight as to who can get most.

Q. Some really get more than they ought to? A. Yes.

3017 Q. Now, in carrying out this conference idea, there is a certain check, is there not, on lines doing as they wish in regard to the carrying of the steerage passengers, that is, increasing their carryings more than their percentage? A. Well, they can carry over that percentage if they wish to do so.

Q. And what occurs when they do carry over that percentage? A. They have to pool the excess.

Q. What do you mean by that? A. If they carry over a certain number they have to pay a certain sum of money into the pool for the excess number they carry.

Q. What is the usual amount they have to pay in?

3018 A. I think it is £4.

Q. That is called in a way, compensation money, is it not? A. Compensation to the lines which have under-carried their passengers.

Q. That is supposed, is it not, to compensate the other lines for the excess which that particular line has carried? A. The lines which have not carried their full number of passengers.

Q. Oh, yes. Is there any other purchase of that compensation money? A. Not that I am aware of.

Q. Is not that a check on lines carrying more than they ought to? A. No, I do not think so.

3019

Q. That is, the compensation money is supposed to satisfy— A. The lines which are short carried.

Q. So that the line which is short carried does not lose anything, does it? A. It would lose.

Q. It would lose? A. Yes.

Q. You mean to say the compensation money would not make up for the loss of passengers which they failed to carry? A. No, it would not.

Q. Now, I understand, Mr. Ismay, that the territory covered by the various conferences is Mediterranean territory, the Continental territory, and again, the Italian business via Genoa, and the Scandinavian business? A. I think it is all specified in the agreements.

3020

Q. Is that substantially correct, what I have said, that the business originating in these various territories—we will add to that the British business? A. And the Scandinavian.

Q. That is the business between those places and the United States and Canada, both eastbound and westbound? A. That is right.

Q. Now, I understand that all the territory is covered by conferences of the various steamship lines? A. I think it is, yes.

Q. And is and has been covered by conferences? A. Yes.

3021

Q. For how many years have conferences existed, if you can remember it? A. No, I do not; I could not answer that question.

Q. (Mr. Crim.) The first conference was the so-called N. D. L. V., was it not, Mr. Ismay, among the passenger lines on the Continent? A. Yes, certainly.

Q. That was the first important conference? A. So far as I am aware, it was the most important conference.

Q. It was between the North Deutscher Lloyd, Hamburg-American, Red Star and Holland-American? A. Yes.

3022 *Joseph Bruce Ismay*

Q. That was the first large and substantial conference that was able to control a substantial part of the business, was it not, from the Continent? A. Certainly, from the Continent.

Q. And following that conference and its operation for two or three years, the White Star Line became a party to a British Conference, is not that so? A. I could not say whether that was subsequent to the N. D. L. V. Was our first conference in 1880? I do not know when the N. D. L. V. started.

Q. (Mr. Guiler.) In 1891? A Well, you see, we
3023 had conferences in England before that among the British Lines.

Q. (Mr. Cra.) It seemed from a casual reading of the N. D. L. V., and the agreement of the British Lines, that the British Lines had been forced into a pool by the N. D. L. V.'s operations? A. Oh, no.

Q. That is not so? A. No, you see the British Lines at one time had a percentage of the Continental traffic from the N. D. L. V. lines.

Q. Fourteen per cent was apportioned to the British Lines? A. It varied. We used to have meetings and we used to get as large a percentage as we could of the Continental traffic. I think it was down to eight at one time—six.

3024 Q. These conferences you speak of, previous to the N. D. L. V. were local in their operations, that is the British Lines? A. I think it applied purely to the British Lines.

Q. And would you say those conferences ante-dated these Continental Conferences? A. I could not answer the question, but it is easily arrived at, easily found out, rather.

Q. (Mr. Guiler.) Now, in regard to the carriage of passengers from Continental ports, there are at the present time, very few Continentals carried through Genoa, are there not? A. Continentals through Genoa?

3025

Q. Through the Italian ports we will say. There are very few carried through? A. Continentals?

Q. Yes? A. What you call the Italian?

Q. Yes? A. There are none, I should say.

Q. There are none carried through the Mediterranean ports? A. Practically none.

Q. And from what ports are they carried? A. Why usually from Hamburg, Bremen, Antwerp and Rotterdam.

Q. The matter of carrying them through Hamburg, Bremen, Antwerpt and Rotterdam, is a matter of agreement in regard to Continental passengers? A. 3026
It is where those four lines run their steamers from. Hamburg is the port from which the Hamburg-American Line runs, Bremen is the port of the North German Lloyd, Antwerp of the Red Star Line and Rotterdam, of the Holland-American Line. They are really the four important lines that run to New York.

Q. As I said, is not that the reason why the Continentals are carried through those ports, because of an agreement entered into between the various Continental Lines, to the exclusion of the Italian ports? A. I don't think I quite follow the question.

Q. Perhaps I have not made myself clear? A. Not to me.

Q. I do not like to bother you about all these details? 3027
A. I am glad to answer any question I can.

Q. I understand there is a so-called Continental Conference? A. Certainly.

Q. Which covers Continentals? A. Continental passengers.

Q. And then there is a Mediterranean Conference covering Mediterranean passengers, Italian ports? A. Yes.

Q. Now the various Continentals under those agreements, under this pooling arrangement, are carried through Hamburg, Bremen, Antwerp and Rotterdam? That is right? A. Yes.

3028 Q. And carried through there exclusively? A. Well, I am reminded, some go through Fiume and Trieste, by the Cunard Line and the Austro-Amerikana.

Q. Those are principally Hungarians are they not? A. Hungarians and Austrians.

Q. (Mr. Crim.) Is it a matter of agreement, Mr. Ismay, that those particular emigrants are apportioned by the Conference to the Austro Line and the Cunard Line, by Trieste and Fiume? A. No, I think not, I think it is just passengers they get.

Q. Those particular emigrants are allotted to those two lines from those ports? A. They would pool
3029 them, would they not?

Q. To the exclusion of the other steamship lines, those that travel through Trieste and Fiume are apportioned to the Cunard and Austrian Lines?

Q. (Mr. Guiler.) But taking the majority of the Continentals, they travel almost entirely through the four ports we have mentioned, Hamburg, Bremen, Antwerp and Rotterdam? A. A very large majority of them.

Q. Now, the distance between some places in the Continental nations such as Austria and other places, and Hamburg, Bremen, Antwerp and Rotterdam are greater, are they not, than the distances to the Medi-
3030 terranean ports? A. I presume that is so.

Q. And if a Continental therefore is carried from Hamburg, Bremen, Antwerp or Rotterdam he is travelling further than he would if he started by Genoa? A. It would depend where he started from.

Q. If he starts from the further points covered by the Continental agreement? A. He would be further away, yes.

Q. Supposing, Mr. Ismay, that every line—supposing there had been no conference and every line had been carrying up to its full capacity, or practically up to its full capacity, of steerage passengers, would

there be any reason for bringing into existence the Conference? A. Yes, every reason, I think.

Q. What reason do you give for that? A. For regulating the business and working it on satisfactory lines.

Q. Is not the principal reason for making a conference that all lines are not getting their full capacity of bookings? They are not travelling up to their full capacity—is that not the object of the Conference? A. The object of the Conference?

Q. Yes? A. No, certainly not.

Q. That is not the object? A. No, certainly not. 3032

Q. May I show you a copy of a letter taken from the Holland-Amerika Line, dated January the 9th, 1900, directed to Mr. Ballin, by you, and I will ask you if you wrote that letter to Mr. Ballin at that time? A. (Witness perused the letter.) This is in regard to first-class passengers.

Q. I know that, but I was asking about the Conference in general. You wrote that letter, did you not? A. I presume so. You show me a copy and I presume I wrote it.

Mr. Beecher: I understand, Mr. Guiler, that your questions are, and that this sitting is directed to the agreement relating to the steerage traffic between the United States and Europe. Am I correct? 3033

Mr. Guiler: That is true to a certain extent.

Mr. Beecher: And does not relate to first-class or other passengers.

Mr. Guiler: Under the question of control of the situation by the steamship lines we have proceeded so far on the ground, in order to show that control, that we can take in in addition to the third-class passengers, both first and second-class passengers, and, therefore, the

3034 agreements on that ground are admissible, and anything relating to them is admissible, under the Act.

Mr. Beecher: I understand the position taken up by the defendants throughout, is that the inquiry should be confined to the steerage passengers to which the bill of the Government is addressed, and I suggest that, as, of course, no rulings can be made on the subject of evidence in this examination, if you do go outside the steerage inquiry, that you should make it entirely clear, as otherwise, Mr. Ismay and our-

3035 selves will naturally assume that you are relating only to the steerage passengers.

Mr. Guiler: That is fair, yes.

Mr. Crim: That is fair.

Mr. Guiler: Then I offer that letter in evidence, Petitioner's Exhibit No. 704.

Q. (Mr. Crim.) I take it from your answer, Mr. Ismay, that it is immaterial to the members of the several conferences that the White Star Line is party to, whether their ships are carrying their full capacity, or whether they are carrying very much below their full capacity, as to the benefits of the pool? A. Do

3036 you mean to say that it is immaterial to us whether we are carrying our percentage or not?

Q. No, what I mean is this: the reasons for the pool are just as great when your vessels are filled with passengers as when they are not filled? A. Yes.

Q. And the purpose of the pool is to bring about a stability of rates? A. A stability of the whole general business.

Q. That is in effect a stability of rates? A. Yes.

Q. And to get as good a rate as possible? A. Yes, to get a fair rate.

3037

Q. And again the purpose of the Conference is to prevent outside competition, is it not? A. The object of the Conference is to regulate your business. You can have a conference without a pool.

Q. And the regulation is manifested in these two directions is it not, the maintenance of the rates and the prevention of competition from outside lines? A. No, you have competition from outside lines. Although you have a pool and you have a conference you still have competition.

Q. Now, Mr. Ismay, let me refresh your recollection, by calling your attention and showing you what purports to be a report of the Royal Commission on Shipping Rings, page 219, Vol. 4. It is the testimony of Harold A. Sanderson and is as follows: "Q. What is their object and purpose? A. The object, I should say, was to bring about the mutual understanding between those in the trade with a view to maintaining the rates avoiding unnecessary competition, supplying the trade to the best advantage and avoiding clashings in sailings and otherwise working the trade advantageously for all concerned." Does that refresh your recollection in any respect with regard to the purposes of pools? A. That is Mr. Sanderson's view.

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Q. Have you found it, in your experience, a correct or an incorrect view? A. I think it is very fairly correct.

3039

Q. (Mr. Guiler.) Take Agreement "A. A.," Mr. Ismay. In carrying out that agreement, what do you do, what do the lines you represent, usually do, to maintain their percentage in the pool. Just tell me, in your own way, what they do? Did they raise or did they lower rates? Did they attempt to maintain their position? A. Certainly we did. We always try to carry our full percentage.

3040

Q. That is to say, you do not wish to run over your percentage any more than you can help? A. No, we wish every line to carry its percentage.

Q. Supposing you were plus in the pool, what would you do to bring yourself down to the proper percentage if you are carrying more than your percentage? A. Well, the other lines might reduce their rates or we might put our rates up.

Q. Well, if you put your rates up, would that not drive passengers away from your line? A. It would have that tendency, certainly.

3041

Q. But if the other lines should raise their rates and you should put them up too, but not quite so high as the other lines, that would still attract passengers to you, would it not? A. If what?

Q. If you are lower than the other lines, say, if there was a general rise of from thirty-five to forty dollars, everybody advanced, and you did not advance quite so much, you would still get a greater number of passengers than the other lines, would you not? A. Yes.

Q. As I understand, Mr. Ismay, the steerage passengers go where they can get the lowest rates? A. Not exactly.

3042

Q. As a general rule? A. Yes, I should think as a general rule.

Q. They are always on the lookout for the lowest rates? A. Not entirely. Take, for instance, the case of a man who is working in America, and making five dollars a day, it pays him to pay a higher rate on a fast ship than a low rate on a slow ship. For instance, supposing a ship is going to take ten days to cross the Atlantic, and another ship is going to take five days, that means that he has five working days in America, and assuming he is earning five dollars a day, it enables him to earn 25 dollars, therefore it pays him better to pay the higher rate for a fast ship

and to travel by a fast ship rather than by paying a lower rate and traveling by a slow ship.

Q. That is correct as to emigrants to America? A. No, from this country to America. He does not get five dollars a day in this country.

Q. I was not talking of this country particularly. Perhaps I should have mentioned the Continent? A. You are talking of westbound passengers now, and it pays a man to pay a higher rate for a fast ship, because it gives him so many more working days in America, and instead of being on board and doing nothing he is able to work and earn money.

3043

3044

Q. You are assuming the case of a man going over there to do some work and staying there? A. Yes, the man who is going to stay there.

Q. You must remember that a large number of third-class passengers come over to this country for a month or two months? A. Yes.

Q. Has it not been your experience that where a low rate or a very low rate has been in effect more passengers have been attracted to that line, there have been more steerage passengers sailing by that line than if there were some higher rates charged by another company? A. No, I do not think so. Take the "Mauretania" or the "Lusitania," they are always full no matter what their rate is. You may have a low rated ship sailing the same day, and it would not get the passengers.

3045

Q. Supposing you have a 22 dollar rate from Rotterdam, and another line has a 35 dollar rate, don't you think you would get your full capacity with the 22 dollar rate rather than the other line with the higher rate, or you might over-book? A. A good deal would depend on the ship.

Q. All conditions being equal the steerage passenger would take the lower rate ship rather than the one with the higher rate, would he not? A. If you take

3046 *Joseph Bruce Ismay*

two ships equal in all respects and the rate for one is 22 dollars and the rate for the other is 35 dollars, naturally the man would go in the 22 dollar ship. My point is that supposing you had the "Lusitania" sailing, and a very inferior third-class ship sailing the same day, I think you would find the "Lusitania" would fill at a £7 rate and that the other ship would go with a very small number of passengers at a £5 rate.

Q. In all these ships the accomodation is no better than the other? A. Oh, yes, very much better.

3047 Q. They are? A. Yes.

Mr. Crim:

Q. In establishing the rate do you take into consideration the character of the vessel? A. That is so, its speed, accommodation and everything.

Mr. Guiler: In regard to the matter of the conference reports, how does the conference conduct its business in general? A. It has a secretary.

Q. Where is that secretary located? A. At Jena.

Q. Now reports are made regularly to him, are they not, by the various lines as to their carryings? A. Yes.

3048 Q. And matters of general information to the various lines are conducted through him, are they not? A. Yes, through him.

Q. And there is a branch of the Conference at Liverpool, is there not, with Mr. Smyth as secretary? A. Yes; he is secretary for the North Atlantic Passenger Conference.

Q. And there is another in New York with Lawson Sandford as secretary? A. He is the secretary.

Mr. Beecher: He is not now. I do not think any one has been appointed. I do not want to have it wrong on the record.

The Witness: He was secretary when I was in New York.

3049

By Mr. Guiler:

Q. He was secretary up to within a month or so? A. Yes.

Q. And during the period I am dealing with? A. Yes; that is so.

By Mr. Crim:

Q. Briefly, Mr. Ismay, what are Dr. Peters' duties as secretary at Jena? A. He makes up all the pools of the districts and he disseminates all the information among the various steamship owners. Everything goes through him.

3050

Q. And part of the information which he disseminates is as to the percentage of each line periodically? A. Yes; they come every week, every month—no, every week. He issues every week, a statement to each of the steamship companies which shows exactly the position of each line.

Q. And does he make requisition to the several lines for the penalties provided for in Agreement "AA"? A. The penalties?

Q. The payments, disbursements, from each line? A. Oh, yes.

Q. For instance, if a line has carried more than its quota under "A. A" they would pay that excess to him? A. I really do not know about this. I presume he tells you to send a cheque, the Cunard Co., or whatever company it may be.

3051

By Mr. Guiler:

Q. Under Agreement "A. A," each line is required, is it not, to put up a certain guarantee, or promissory note for 1000 pounds for each one per cent of percentage it gets? A. I do not know the amount. I know we have to deposit a promissory note.

Q. That is a guarantee that it will live up to the agreement? A. Yes.

3052 Q. If it does not live up to the agreement, for instance, if it withdraws unauthorizedly before the termination, or refuses to pay compensation money, or fails to replenish its deposit, or if it starts or assists a new line in competition, that is competition with any of the contracting parties in 2 "AA," then a penalty may be imposed by the secretary on that line? A. Yes, I believe that is so.

Q. A penalty of not less than £250 for violation of it? A. I believe that is so.

Q. That is done by arbitration, is it not? A. Yes, I believe it is.

3053 Q. And if the secretary finds there has been a violation he may impose a penalty? A. No, I think not. It is done by arbitration.

Q. The penalty then is imposed after the arbitration is held? A. I presume that is so.

Q. Now, you were present, Mr. Ismay, at a meeting of the North Atlantic Conference on May the 25th, 1908, at which certain fighting ships were decided on, or a policy in regard to fighting ships against the Russian Asiatic, New York & Continental and the Volunteer Fleet was decided on? A. I think I was present. My name would be there if I was.

Q. Does that refresh your memory as to whether

3054 you were present or not? A. Yes, it does. I was there.

Q. Do you remember who it was who first suggested the matter of fighting steamers to fight the competition of the Volunteer Fleet, the New York Continental Lines and the Russian East Asiatic Co.? A. I cannot answer that.

Q. Was it a matter of general discussion? A. It was discussed at the meeting.

Q. How the conference would fight this competition which had recently come up? A. Yes, I think that is so.

Q. And Mr. Sanderson, Mr. Cauty and Mr. Curry were also present, were they not? A. Yes.

Q. Now, you decided what policy should be taken in regard to outside competition eastbound from New York? A. Yes, that is so, I think. It would be in the minutes, would it not?

Q. That was against the various lines which I have mentioned? A. Yes, I believe so.

Q. These are the minutes of that meeting, the correct minutes? A. Yes.

Q. There is no need to bother further about them. I offer these minutes of the meeting of May the 25th, 1908, held at the Savoy Hotel, London, England. 3056

Petitioner's Exhibit No. 705.

By Mr. Crim:

Q. And so far as you know, that is a correct transcript of what occurred at that meeting? A. Yes, I take it to be so.

Q. You do not doubt that it is correct? A. No, I do not.

Q. Mr. Ismay, you have read the Agreement "AA"? A. I have.

Q. And you were a party to the conference of steamship interests which brought about that agreement? A. I was, that is the February agreement. 3057

Q. And so far as you have been able, you have carried out the terms of that agreement to the letter? A. We have, so far as I know. If we have not, we ought to have done so.

Q. You are operating under the agreement today? A. Substantially we are. Of course, the agreement was slightly altered in 1911.

Q. And so far as you know all the other parties have carried out these terms, and where there have been irregularities, or supposed irregularities, they have

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been submitted to arbitration pursuant to the terms of that agreement? A. That is so.

By Mr. Guiler:

Q. Now you, personally Mr. Ismay, had correspondence with Mr. Peters on various occasions about various pool matters, had you not? A. I think I must have had. I do not remember. You have asked us for copies of all these, I understand, and that could be proved. Any correspondence I have had with Mr. Peters, or from him, I understand, will be put in.

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Q. And you would take up the various pool questions with him, would you not? A. Yes, but that letter you have got there is not mine.

Q. Is this (produced) a copy of a letter you sent to Mr. Peters at one time? A. Yes, that is a copy. That is right.

Q. That was advising him with regard to the British percentage? A. Yes, that is right.

Q. And he called on you?

I offer that letter in evidence, a letter dated the 25th of April, 1908, with annexed copy from Mr. Ismay, dated April, the 22nd, 1908, and the letter of Harold Sanderson to Peters, dated April 22nd, 1908.

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Petitioner's Exhibit No. 706.

The Witness: I am willing to answer every question I can. We will give you all the information we have at our disposal.

Mr. Crim: We are perfectly satisfied with it, Mr. Ismay.

By Mr. Guiler:

Q. With regard to these fighting ships, the policy of meeting the competition of outside lines such as the Uranium Line, the North West Transport Co., and

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the New York & Continental, was made according to the minutes of May, the 25th, 1908, by a small committee appointed by the American Atlantic Conference selecting fighting steamers so-called, who were to sail on the same day or approximately the same day, and at practically the same rates as the steamers of the outside lines which I have mentioned? A. My recollection is that a committee was appointed in New York, and they selected the steamer which was to compete with the Uranium Steamship Co., and they selected the steamer which sailed nearest to it, to the competing steamer, but I have no recollection of the rate ever being below the rate of the Uranium Steamship Co.'s steamer.

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Q. You will have a recollection that it was the same? A. That I could not say. I have no recollection of our rate ever being lower.

Q. You did not go into the details of that matter? A. No, I did not. Mr. Cauty can answer that.

Q. We will go into it with Mr. Cauty. I will not bother you with details. At any rate the rules laid down at the meeting of the 25th of March, 1908, at London were carried out in New York? A. Were carried out in New York.

By Mr. Beecher:

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Q. That is for a certain period? A. Yes, were carried out. They are not carried out now.

By Mr. Guiler:

Q. For a certain period they were carried out? A. Yes.

Q. And again about a year after that the rules were revised? The Small Committee was revised and the same process went on? A. For a certain length of time the fighting ship was discontinued altogether.

3064 *Joseph Bruce Ismay*

Q. And Rule 22, By-law 22, was put into effect? By the way, what is that By-law 22 which is mentioned? A. That is what you have got I think. That is the fighting scheme. You really want a minute with No. 22 on it, do you not?

Mr. Guiler: Let me see that.

Mr. Beecher: We will have that along with all minutes.

Mr. Ismay: Why not put in that (indicating)? It is really Minute 22.

3065 By Mr. Guiler:

Q. You mean this meeting marked March 25th, 1908 is really Minute 22? A. Yes.

Mr. Beecher: And you can substitute the printed Minute 22 for it when you get it.

By Mr. Guiler:

Q. Another means of meeting the competition of the Volunteer Fleet, the Russo-East Asiatic and the New York Continental was by putting into effect Rule 9 as to agents in New York, was it not? A. I am not clear about it, and I do not know quite what was done about that.

3066 Q. Do you remember what Rule 9 was? A. No, I do not think I do. The New York Continental and the American Steamship Company—

Q. Rule 9 is in regard to agents not representing anything but Conference Lines. It is agreed, is it not, that Rule 9 is that agents of various lines shall not represent any other line, any other outside lines except Conference Lines, under a penalty of disqualification. Is that right? A. I am not quite certain how that is worded.

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Mr. Beecher: I would suggest that the Rule is already in evidence on one of the Government exhibits.

Mr. Guiler: I will have a look at it.

By Mr. Crim:

Q. So far as you know the provisions of Minute 22 were carried out with regard to the Russo-East Asiatic, the Volunteer fleet and the New York Continental Line? A. Yes.

Q. And your company particularly contributed to the compensation of the so-called fighting steamer? A. Yes, and I have no doubt we received compensation also.

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Q. The consequence of that situation was, in a word, to prevent other competition, was it not? A. Yes.

By Mr. Guiler:

Q. There is Rule 9 of the Continental Conference (document produced)? A. (After examining.) Ours is differently worded to that.

Q. Now, according to Rule 9 agents were disqualified if they represent—agents in New York and various places in the United States were disqualified if they represented anything else but Conference Lines? A. If they booked for any other line but a Conference Line.

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Q. Do you remember the case of Zotti of New York? A. I do not remember him. Did he buy a steamer?

Q. In general then that Rule 9 was enforced to meet the competition of the Volunteer Fleet, the Russo-East Asiatic and the New York & Continental Line? A. Not those lines specificaliy, I think it was put in there to meet the competition of any outside lines which might come along.

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By Mr. Crim:

Q. That was the purpose of it, was it not? A. After the pool with these three companies you have mentioned.

By Mr. Guiler:

Q. Any outside line? A. Yes.

Q. Do you remember instances of any of your boats having been used at any time as fighting steamers? A. The White Star steamers have been used as fighting steamers.

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Mr. Beecher: The general effect of it is that it is not exactly legal, but it is not illegal.

By Mr. Guiler:

Q. Mr. Ismay, do your lines keep an account of the expenses and of the cost of service and actual cost of ship tonnage and so forth for every tonnage? A. We make up a voyage account for every voyage.

Q. You do, and it shows exactly what is charged to passengers, charged to freight, cargo, tonnage and so forth? A. Yes.

Q. And have you any financial statements for your

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lines, have you any financial statements of the conditions of your lines, coming out at the end of the year, annual reports? A. Oh, yes, certainly.

Q. Now could you let me have one or two reports of actual voyage expenses of the "Adriatic" and the "Baltic" and one or two of your boats of about 10,000 tons? A. I do not think we would like to divulge that. It is giving information to our competitors which we would not care that they should have.

Mr. Beecher: We do not want to have the statement of our accounts put in the records and probably if you want it just to look at for

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the purpose of examination or something of that sort—

Mr. Guiler: If you could let us have one or two for the purpose of examination I would be very much obliged.

Mr. Beecher: We will take that up along with other matters. That is something Mr. Ismay would not testify to.

By Mr. Crim:

Q. Will you state briefly for the record how those details are worked out, as to each voyage, how they are apportioned by their companies? A. I am afraid I could not tell you that. We simply take all the earnings and the expenses and take one from the other and arrive at the profit or loss the ship has made on that voyage.

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Q. How do you take into account the maintenance of that vessel? A. We get the return at the end of the voyage of the quantity of stores that have been consumed, first-class passengers, second-class passengers, and third-class passengers, and we have a return at the end of the voyage showing exactly what it has cost us for first-class passengers, second-class passengers and third-class passengers.

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Q. And your coal and supplies for the vessel are carried out in detail? A. We know what our coal costs us, our port charges—

Q. How much do you allow for depreciation of your vessel? A. Do you mean the International Mercantile Marine Company?

Q. Yes? A. Four per cent.

Q. Annually? A. Annually.

Q. Annually, and do you think it would amount to that over a period of say twenty years or twenty-five years? A. Well, the life of a steamer is not twenty or twenty-five years.

3076 Q. What is the life of a steamer, Mr. Ismay? A. The age depends on competition.

Q. Can you give us an estimate of what the life of your steamers has been in the competition in the past twenty years? A. No, it would be very difficult. You may build a ship and for a long time none of your competitors build any ships, therefore the life of that ship will be very much longer than if you build a ship and all your competitors come along and build new ships two years afterwards. That immediately depreciates her enormously.

3077 Q. You have operating in the carriage of third-class passengers vessels that have been in operation for years, have you not? A. Yes.

Q. Some of your vessels that are now in operation have been carrying passengers for fifteen or twenty years? A. Yes, and they are now carrying passengers at a heavy loss because they are out of date.

Q. That is, those particular vessels are carrying all classes of passengers at a loss? A. Yes, making a loss now.

By Mr. Guiler:

Q. What vessel have you in mind, Mr. Ismay? A. I am giving away all my state secrets, you know.

3078 Mr. Beecher: I do not think we are going into a detailed examination of operations.

By Mr. Crim:

Q. You would not say your whole fleet is operating at a loss? A. Oh, no.

By Mr. Guiler:

Q. You would not say it is operating at a profit? A. Well, the accounts speak for themselves. You have asked to have the accounts; I think you wanted one of our annual reports.

Mr. Guiler: I do.

By Mr. Crim:

Q. And the most profitable business you have is the passenger business, is it not, Mr. Ismay? A. Do you mean to say taking over the whole North Atlantic—oh, yes.

Q. Do you carry freight at a profit or a loss. Take a period of the past five years. Has your fleet been meeting its cost of transportation? A. What do you mean by that exactly?

Q. Have your earnings from your transportation of freight from America to the British Isles been sufficient to meet the cost of that transportation during the past five years? A. Do you mean to say if we were to debit the amount of coal that had to be consumed for carrying that freight across?

Q. The apportionment? A. I could not answer that question.

Q. Have you a system of bookkeeping that would indicate it? A. No. You see to arrive at that you would have to divide your coal consumption up between your cargo and your first-class passengers, second-class passengers, and third-class passengers. It would be a very difficult thing to get at. All your engine room stores would have to be divided up in the same way.

Q. You have no system of accounting to show you? A. No, so far as our fleet is concerned we simply debit the earnings with the cost of putting into ship and out of ship.

Q. In the transportation of passengers by rail our American Lines are able to estimate just about what it costs to transport a passenger between two given points. Have you any system on your steamship lines of estimating the cost of transporting a passenger? A. No.

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3082 Q. Or the mean cost of transporting a passenger for a period of years? A. No, we never have taken it out.

Mr. Beecher: Of course you have separate conveyances on your railroads for freight and passengers.

Mr. Crim: With the exception of two or three lines in America, all the lines carry passengers at a loss.

By Mr. Guiler:

3083 Q. Were you present, Mr. Ismay, at a meeting at which the Scandinavian Line was made a member of the pool, at a meeting of the conference? A. Have you got the minutes.

Q. I have not the minutes of that meeting, no. A. I am not sure whether I was there or not.

Mr. Beecher: Can we not put our answer, "I am not certain, the minutes will show," or something like that?

By Mr. Guiler:

3084 Q. The object of that agreement with the Scandinavian Line was to confine the Scandinavian Line to Scandinavian and Finish passengers alone, was it not? A. I think it was. They had never been in any other business.

Q. They were taking Continentals, I understood. I understood that was stated in the agreement? A. They were members of the conference before that, and then they came into the pool. They got a percentage of the Scandinavian business, or rather, to put it another way, they gave us a percentage of the Scandinavian business.

Q. They got as much as they could, a percentage of 2.70 eastbound and 3.50 westbound? A. Of course that is a subsidiary agreement altogether.

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By Mr. Crim:

Q. Mr. Ismay, why is the disparity between the eastbound and the westbound percentage in that case? A. It would be based on their carryings, three to five years' carryings.

By Mr. Beecher:

Q. Three years' carryings prior to the time of fixing the percentage? A. That is right.

By Mr. Crim:

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Q. Ordinarily the eastbound and westbound rates are the same over a particular line? A. They are about the same.

Q. This was the experience of the conference, you would say, over a period of years? A. Approximately.

Q. Now are your eastbound and westbound freight rates the same? A. I am afraid I could not answer that. We have fine things going west, and provisions coming east.

Mr. Beecher: That is a pretty difficult question.

By Mr. Crim:

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Q. Do you in estimating your rates try to obtain substantially the same return on your voyage eastbound and westbound? A. We try to get as much as we can both ways.

Q. The rate on your westbound traffic is determined partly upon the amount of tonnage you will have on the return? A. No, that has nothing to do with it at all.

Q. Is it not an important factor? A. You mean to say our eastbound rates are covered by our westbound cargo?

Q. To a certain extent? A. No, I wish it was.

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Mr. Beecher: You have the idea of tramp steamers going to the west coast of Africa, or something of that sort, where they will fix a low rate in order to get there.

Mr. Ismay: We have to get there.

By Mr. Crim:

Q. I had that in mind, and wanted to ascertain if that held true to any extent in regard to the White Star Line? A. You see we have to operate our ships whether we have got cargo or not, on account of our

3089 passenger commitments.

By Mr. Guiler:

Q. Now I will show you, Mr. Ismay, a letter of December 9th, 1908, with cable annexed, and also the paper headed "Atlantic Conference" dated December 5th, 1908, purporting to be minutes of a meeting held at Cologne on December 3rd, 1908. Can you identify them as being the minutes of the meeting of that date? A. No, you see, I was not present at that meeting.

Q. Can you identify that as a White Star letter, with that annexed? A. Yes, a White Star letter.

Q. And that, substantially, those minutes are correct? A. I have no doubt they are perfectly correct,

3090 but I was not present at the meeting.

Mr. Guiler: I offer that in evidence.

Petitioner's Exhibit 707.

By Mr. Guiler:

Q. In No. 12 of those minutes you will notice the matter of control stations on the frontier of Germany, German-Prussian frontier, and various other places along these frontiers, came up. Now the British lines have been bothered somewhat about their passengers getting across the frontier stations, have they not? A. Yes, I think they have.

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Q. In what way have they been troubled, and to whom did they attribute the trouble in getting across the line? A. I cannot give you all the details, Mr. Cauty will give you all that.

Q. I offer that in evidence anyway. In December, 1910, the various members of the conference had some trouble with one another as to whether Agreement "AA" should continue to exist or not, or November, 1910? A. Do you know what the circumstances were?

Q. I will show you a letter. See if that refreshes your recollection. (Letterhead to Mr. Ismay and examined.) A. Yes, I must have been present.

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Q. And any troubles that arose at that time were—? A. They were patched up.

Q. Were settled up, so that the conference is just as strong as ever.

Mr. Crim: When was that?

Mr. Guiler: December 3rd, 1910.

Mr. Ismay: We renewed the agreement for five years, I think.

By Mr. Crim:

Q. What was the period of time in which the conference was suspended, Mr. Ismay, at that time? Do you recollect? A. I do not think it was suspended at all. Are you not getting mixed up between what you call the conference and the pool? They are two different things altogether.

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Q. I have been using them as synonymous terms. A. There has been a North Atlantic Conference for years and years and years.

Mr. Guiler: I offer in evidence the letter of December 3rd, 1910, with various minutes of conference meetings.

Mr. Ismay: That is the agenda—two agendas and minutes of the Italian Conference.

3094 *Joseph Bruce Ismay*

Petitioner's Exhibit 708.

By Mr. Crim:

Q. Mr. Ismay, I find in Petitioner's Exhibit 82, part of a sentence in which it says, "During the fight when conference was suspended." Can you tell me what is meant by that expression of conference being suspended?

Mr. Beecher: Who is that from?

Mr. Crim: It does not seem to be signed. It refers to some agent who has sold tickets at less
3095 than the conference price and when the conference was reorganized they tried to withdraw.

Q. That refers to the Mediterranean Conference. Do you remember what the occasion of that suspension was? A. No, I do not.

Q. I understand, Mr. Ismay, an attempt was made to enter into an agreement with the Hungarian Government and the Cunard Line, I do not know whether the White Star Line also, with regard to the Cunard Fiume service?

An objection is noted, pursuant to the stipulation on behalf of the defendant Cunard S. S.
3096 Co., upon the ground that this evidence is not within the issues, and is incompetent, and upon the further ground that it is hearsay.

A. We had no negotiations, as far as I remember, with the Hungarian Government; in fact I never had any.

Q. You never had any? A. No.

Q. Do you remember what the trouble was with the Hungarian Government? Do you remember that an attempt was made to pool the traffic, with the aid of the Hungarian Government, by the Cunard Line?

The objection is renewed.

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A. No. All I know is that the Cunard Line made a contract with the Hungarian Government. What the terms of that contract are I do not know.

Q. May I see if this refreshes your recollection with regard to that. I will show you the letter of March 31st, 1909. (Minute No. 13 indicated to witness.) A. No, I do not remember that at all. (Petitioner's Exhibit 709 handed to witness.)

Q. At any rate, as appears by that letter, the Cunard Line was not able to make an agreement with the Hungarian Government with regard to that pooling contract? A. Yes.

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Q. Are you familiar, Mr. Ismay, with the matter of the allowances by railroads to the various steamship lines? A. I am not.

Mr. Crim: When was the first conference or pooling arrangement entered into with respect to third-class traffic between the British Isles and America? A. 5th February, 1880.

Q. Can you tell us what traffic it referred to in particular? A. No, I cannot. I do not remember the pool in 1880.

Q. Do you remember what lines were parties to that? A. I do not.

Q. Was it a failure? A. I really do not remember the pool at all. It is a good long time ago. It is thirty-two years ago.

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Q. Can you tell us what factors brought about the pool, or conference, that is now in operation on third-class traffic? It appears from the record that there was a pooling agreement between certain German Lines from the Continent called the N. D. L. V.? A. That was amongst themselves.

Q. Yes. They, at a later date, apportioned a certain amount of their traffic to the British Isles? A. That is true.

3100 Q. Of which your line was one? A. Yes. But you are going back to the time when the White Star Line was a White Star Line Company of its own.

Q. At that time the White Star Line was an independent separate line incorporated under the laws of Great Britain? A. That is so.

Q. What was its capital stock? A. £750,000.

Q. It was engaged in operating ships from British ports and certain Continental ports? A. No, from Great Britain to the United States.

Q. Do you remember what other British lines were a party to this arrangement? There was an agree-
3101 ment of July 11th, 1893? A. That is the Scandinavian business—Finnish business. That is not Continental business.

Q. Let us see the date of it? A. 11th July, 1893. There is no question of pooling here. It is simply an agreement with regard to rates.

Q. It is an agreement establishing rates on that particular business? A. That is right; on Scandinavian and Finnish business.

Q. Is that one of the first rate agreements, or agreements of any nature, towards regulating rates, that the White Star Line was a party to? A. No; I should say not.

3102 Q. It appears from the record, Mr. Ismay, that in 1892 the N. D. L. V. was organized, and it operated in that same territory, did it not? They probably drove a large part of the traffic through the British Isles? A. No; they drove it through Hamburg. At that time we objected to the Continental lines taking the Scandinavian business, and we had a war of rates over it. I think we put our rate down to £2.

Q. Was that rate war previous to that agreement of July, 1893? Do you recall any arrangement with regard to that particular traffic with regard to that? A. No, I do not; but I have no doubt there was one. I

think I am right in saying that, but that we could have turned up for you and let us know.

Q. September, 1895, Exhibit X317. That was the first agreement in which all of the lines which were then operating were parties, was it not? A. Yes. This agreement was the result of the fight, because it says here the Continental lines, including the Scandinavian and Hansa lines, agree to withdraw altogether from the Scandinavian, Finnish and British trade business.

Q. The N. D. L. V. according to that agreement, guaranteed the British lines 6 per cent of the Continental business? A. That is so, which the British lines agree to accept; 6 per cent per annum. 3104

Q. There was a well-established clearinghouse for the pool in Liverpool? A. Yes, there must have been.

Q. If you will look it will refresh your recollection? A. Yes, there must have been.

Q. Another consideration of that arrangement was that the British lines should withdraw from the Italian business? A. I do not see that in this agreement.

Q. I think it is in it somewhere? A. Here it is (indicating), "That the British lines, with the exception of the Anchor Line, withdraw from the Italian west-bound business."

Q. Had the British lines been engaged in the Italian business previous to that time? A. Well, I take it they must have been otherwise I think they would not have had that clause in. 3105

Q. How did the White Star Line get in that business? Did it have sailings from the Mediterranean? A. No, I do not think we ever carried any Italian passengers in the White Star Line. I will tell you the reason why that was put in. If my memory serves me, during the time of the fight with the Continental line we arranged with the Cunard Line to bring passengers from Italy to Liverpool in three little steamers of theirs and we transhipped them in Liver-

3106 pool here. We brought the Italians to Liverpool by the Cunard boats from the Mediterranean.

Q. Do you observe from that agreement that the British lines were apportioned six per cent of the Continental traffic? A. Yes.

Q. Now give me the agreement of September 10th, 1895? A. This is it (indicating). That is British business.

Q. Now, that one of September 10th, 1895, was an agreement between the British lines apportioning among themselves six per cent of the Continental traffic? A. No, I think you mean the agreement of
3107 27th June, 1896. This is the one which is dividing up the six per cent between the British lines. That is the one you refer to.

Q. Yes? A. That is the one of the 27th June, 1896—no, it is not dated at all. This agreement is made between the British lines dividing up the six per cent of the Continental traffic which the Continental lines gave.

Q. Are you able to tell me whether the British lines at that time had an agreement with regard to British business; immigrants from Great Britain? A. Yes, they had. Here it is (indicating). That was simply a rate agreement, not a pooling agreement.

3108 Q. The next agreement that I want to call your attention to—? A. Exhibit 319. You have had that one. That is the rate agreement for British business. This is the agreement for the Scandinavian-Finnish business.

Q. The next agreement that I want to call your attention to is the agreement between the British lines and the Thingvalla Line with regard to Scandinavian and Finnish passenger business. Do you recall what became of the Thingvalla Line? A. I think it is now the Scandinavian-American Line.

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Q. Absorbed by that line? A. I think the Scandinavian-American Line is a continuation of the old Thingvalla Line.

Q. What has become of the so-called Beaver Line that was then in existence, Mr. Ismay? A. The Beaver Line was bought by Elder, Dempster & Co. I think first, and was afterwards sold to the Canadian Pacific Railway.

Q. That is the line that the Canadian Pacific Railway is now operating? A. Yes. Of course they have added a lot of new tonnage to it, but that was the first time the Canadian Pacific Railway came into the steamship trade.

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Q. There was an agreement under date of June 15th, 1898. That is another agreement between the British Lines and the members of the N. D. L. V.? A. That is right.

Q. There is a re-adjustment? A. Of the percentage, I think.

Q. Of the whole of the arrangement of 1892? A. It is really a continuation of the old agreement. It is a continuation of this 6 per cent.

Q. I observe here the Scanda. and Hansa Lines? A. Those are two lines which were started by the Hamburg-American Packet Company at the time of the fight to take passengers direct from Norway and Sweden to New York.

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Q. This agreement then was to bring about peace after that old agreement of 1892 had fallen through? A. "This agreement, subject to the operation of Clauses 3 and 4, shall operate for three years." This is a continuation of the 1895 agreement. This agreement was made to run to the 1st March, 1900, subject to three months' notice.

Q. You will observe, under date June 15th, 1898, the British lines entered into a new agreement with the Thingvalla Line? A. What year?

3112 *Joseph Bruce Ismay*

Q. 1898? A. The Thingvalla Line is not in this. This is an agreement for Continental business.

Q. Well, in any event it was March 15th, 1902, that the first arrangement was made with respect to the first cabin business east and westbound? (Agreement produced to witness.) That was the first agreement with respect to the first-class business? A. There must be one previous to this, I think.

Q. How long was the one of 1896 in existence? Do you recall how it became inoperative? The agreement of March 15th, 1902, was apparently amended on September 5th, 1902? (Agreement H.) A. That
3113 is an agreement on the tickets. That is not a rate agreement.

Q. Was that the beginning of the practice of interchanging tickets? A. Yes.

Q. Is that practice still in effect? A. Yes.

Q. In substantially the same form as indicated there; in the same manner as indicated there? A. The Cunard Company have since joined the Agreement H.

Q. Now, L. I call your attention to the agreement there with respect to the Italian and Oriental business? A. Yes.

Q. Do you recall the circumstances that brought
3114 about that agreement between the so-called N. D. L. V Lines, the French and American Lines? A. What is the date of that.

Q. January 1st, 1904? A. No, I cannot remember that the French and American lines were interested in this business.

Q. Then it appears until this time, or immediately previous to this arrangement, the French-American Line had not been parties to a conference with respect to this traffic? A. The French and American Lines; not the French-American Line.

Q. This agreement had for its purpose the regulation of that competition? A. That is so.

Q. Now, I show you Agreement M. Do you recollect operating under that agreement? A. Yes, I remember operating under that agreement.

Q. Agreement of February the 26th, 1904. What was the purpose of that agreement, Mr. Ismay? A. I do not remember this at all.

Q. It appears that certain lines were contributing to establish a direct service to Scandinavian ports? A. This apparently was a service of Continental lines against the Cunard Co. The Cunard Co. established a service from Fiume in the Mediterranean, and this was a retaliatory measure on the part of the Continental lines to the action of the Cunard Line in Fiume, but only about three steamers were run under this agreement. 3116

Q. This agreement was not in operation but for a short time? A. That is right.

Q. Now Agreement J? A. That is an agreement of the C. P. R. and the N. D. L. V.

Q. When was it that the Canadian Pacific Co. began the steamship business? A. I do not know the year, but it was when they purchased the old Beaver Line ships.

Q. And can you tell me whether that agreement is still in effect or not with regard to the continental business? A. Yes, I believe it is, and it expires at the end of this year, I think. It runs from year to year. 3117

Q. Is it your understanding that since that agreement has been in existence the Canadian Pacific Co. has stayed out of the continental traffic to the extent of the agreement? A. Yes.

Q. They have operated under the terms of that agreement? A. Yes. They are substantially working under this agreement so far as I know.

Q. Now Agreement G, March the 9th, 1904? A. Yes, I have it here.

Q. Is that agreement still in effect? A. I have no knowledge of this contract because it is the N. D. L. V., and the Campagnie Generale Transatlantique.

Q. You know there is some arrangement with respect to that line? A. Yes, I understand there is.

Q. Now L., January the 1st, 1905. Is that agreement in effect? A. I really cannot speak in regard to that. We are not parties to it. They have an agreement and possibly it has been amended, but what it is I do not know.

Q. Now, January the 14th, 1905? A. Yes, I have got that one. That is an agreement between the British lines for third-class passengers.

Q. How long was that agreement in operation? A. That agreement has been in operation with certain amendments with regard to rates with possible intervals until the present day. It is determinable in three years. It was made for three years and subject thereafter to six months' notice.

Q. Is it your opinion that it is in effect today or substantially the same agreement is in effect today? A. With certain amendments with regard to the rates it is practically in effect today, but the rates have been amended.

Q. Now, there was on January the 21st, 1905, a modus of rates? A. Yes, the Scandinavian third-class business, and agreement for the Scandinavian business.

Q. Is that agreement in operation? A. Yes, I believe it is, subject to amendment, because other large steamers have come out which are not rated here.

Q. Now, then, January the 21st, 1905? A. The same answer would apply to that.

Q. The British and Scandinavian Lines gave notice to agents with regard to Finnish business, and was that notice pursuant to some agreement or arrangement with regard to the Finnish business? A. Well, the

Scandinavian agreement is always made first, and then the Finnish agreement goes with it.

Q. And this notice is pursuant to the same agreement? A. Having made the Scandinavian agreement we send that notice out.

Q. Now, Agreement Z. Have you Agreement Z before you, Mr. Ismay? A. Yes.

Q. Is that arrangement in effect today? A. Still in force, but the percentage is altered.

Q. Do these three lines, the Allan, the Dominion and Donaldson's receive more or less? A. The Allan and Donaldson's both get more. I am satisfied that the Allan get more and Donaldson's get a little bit more. The Dominion has not been increased. The Allan and Donaldson's lines have got an increased percentage.

Q. Now W? A. That is an agreement with regard to second-class passengers.

Q. Is that agreement in effect today? A. Yes, I should say it is in effect today, but the rates have been altered.

Q. With the exception of the alteration in rates it is in effect today? A. Yes, with the exception of the alteration in rates it is in effect today.

Q. Now V? A. Yes, I have V.

Q. Is V in effect today? A. Yes, with the same exceptions. Alterations have been made in the rates, and other ships have been included in the agreement.

Q. In these agreements with respect to first and second-class rates, who established the rates, Mr. Ismay? A. It was established at a meeting of the representatives of the various steamship companies, and a very difficult job it is too.

Q. Now BB? A. I have it here.

Q. Is that in effect today? A. Yes, it is in effect today with certain amendments.

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3124 Q. Do you recall briefly what the amendments are? A. I do not know. I have never been present, but I am told that we doubled the percentage.

Q. In other respects it is in effect today? A. Yes, we doubled the percentage to the Russian East Asiatic Co., east and west, otherwise it is the same.

Q. February the 20th, 1908, is that agreement in effect? A. Yes, with the amendments and alterations in the rates.

Q. And those amendments refer to the increase or decrease in the rates, do they? A. I fancy practically entirely.

3125 Q. Now, May the 23rd, 1908? That is British business third-class? A. The agreement I have here is the 20th of February 1908—yes, here it is.

Q. Is that agreement in effect today? A. Yes, I do not know whether the rates have been modified here again or not—yes, the agreement is in effect with probably some change in the rates.

Q. Now, there is another agreement of the same date with the Canadian Northern Steamship Co.? A. That is August the 15th, 1910, an agreement with the Canadian Northern Steamship Co.

Q. In any event there is an agreement between the Conference lines and the Canadian Northern Steam-

3126 ship Co. with regard to the rates of the third-class passengers? A. Yes, there is.

Q. Well, that is all I want if you say there is an agreement? A. It is referred to here "The Royal Line became parties to an agreement for British third-class business as revised," etc. That has since been revised, that agreement.

Q. Do you recall to what extent it has been revised? A. I think the rates have been increased.

Q. Now, Special Agreement B., October the 1st, 1908? A. Yes, that is the one.

Q. Is that agreement in effect today? A. Yes, that agreement is running with certain amendments.

Q. Do you recall what those amendments are? A. The Fabre Line are not parties to it now.

Q. What has become of the Fabre Line? A. They are still running.

Q. Are they in active competition or maintaining the same rates without clearing through the pool? A They have reduced their rates. They are conductin, an active competition at the present moment.

Q. Now then, February the 8th, 1909, that is a special agreement between the Italian lines etc. Is 3128
that agreement in effect today? A. Yes, with certain amendments again.

Q. Now, agreement of June the 1st, 1909? Is this Mediterranean agreement now in effect? A. Yes, with certain alterations in the percentage. The Fabre Line has come out, and the percentages have been re-adjusted. The Italian lines get a bigger percentage.

Q. This agreement is marked "Mediterranean Steerage Passage Agreement, February 8th, 1909." Now, August the 15th, 1910, that is a revision of the agreement of May the 23rd, 1908? A. Yes, that is quite possible.

Q. That agreement is in effect today, I presume? A. 3129
It is the same one as you referred to before, and which was revised in 1910, and is still going on with further additions.

Q. Now, Mr. Ismay, when did the White Star Line become an integral part of the so-called International Mercantile Marine? A. In 1902, I think it was.

Q. Was the White Star Line sold for cash, or was there an exchange of stock when that consolidation was brought about? A. They got some cash and a certain amount of preference and ordinary shares in the International Mercantile Marine Co.

3130 Q. What is Mr. Smith's identification? A. He is Secretary of the North Atlantic Passenger Conference in Liverpool.

Q. And what are his duties here? A. He acts as the medium between all the British lines and the Scandinavian and the American lines. All communications pass between him. He is secretary for the British lines, and not for the Continental lines.

Q. During the period since the so-called N. D. L. V. was organized, there have been times when the steamship lines have been absolutely separate and independent and in active competition, have there not? A.

3131 Yes.

Q. And during those periods when the pools or conferences were suspended what was the result upon the traffic and rates? A. When we were fighting we had the ridiculously low rate of £2.

Q. Rates have been as low as £2? A. I think £2 is the lowest rate we ever quoted, and gave 15 shillings' commission, so that the ship got a net rate of 25 shillings.

Q. Would you say that but for the conferences and pools now in existence the rates would be much less? Would you be fighting each other? A. I think we have more sense now than we had a few years ago. I

3132 do not think we should be fighting now.

Q. You have no objection to Mr. Cauty giving us any information he can? A. Absolutely none. Mr. Cauty is entirely at your disposal and you will get far more information from him than I have been able to give.

Q. He is the detail man in your office, is he not? A. He is the man who knows more about the passenger business and the working and the ramifications of it than anybody in the office.

Q. You have general knowledge of your office and you rely upon Mr. Cauty to work out the details? A. I do.

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Q. And you came here this morning in obedience to a subpoena served upon you? A. I did.

Q. I cannot think of anything further I want to ask you, Mr. Ismay, and my associate Mr. Guiler tells me that he does not at the moment think of anything, and if anything vital does come to our minds we will reserve the right to ask you informally? A. All right, sir.

Q. And I want to express to you my appreciation and the appreciation of the Government for the candour with which you have given us this information? A. Thank you very much.

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Mr. Guiler: I think we ought to put on the record the request for papers having been made. (To Mr. Beecher): Have you got them?

Mr. Beecher: I have not. You can get them at any time.

(Adjournment until Wednesday, September 4th, at 10 o'clock, at the North Western Hotel.)

Second Day

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North-Western Hotel, Liverpool, England.

Wednesday, September 4th, 1912.

Appearances as before.

ARTHUR BELCHER CAUTY, sworn on behalf of the Petitioners testified as follows:

Note:—It is hereby stipulated for the purpose of examining Mr. Cauty that he shall receive all the privileges and immunities of the so-called Sherman Anti-Trust Act to regulate

3136 *Arthur Belcher Cauty*

Conferences as if he had been placed under subpoena in the United States, and had appeared in pursuance thereof and had testified under oath in the Southern District of New York.

By Mr. Guiler:

Q. What is your full name, Mr. Cauty? A. Arthur Belcher Cauty.

Q. Where do you live, Mr. Cauty? A. At Wallasey—say Liverpool. Wallasey is a suburb of Liverpool.

3137 Q. You are in the steamship business? A. I am.

Q. In what lines have you been during your experience? A. I was with the Inman Line, I joined the Inman Line in 1886, which subsequently became the American Line. I joined the White Star Line in 1889.

Q. And you have been with the White Star Line ever since? A. Yes.

Q. And also with the International Mercantile Marine since it started? A. I have.

Q. How long has the International Mercantile Marine been going on? A. Since 1902, I think.

Q. Roughly speaking, you have been in the steam-

3138 ship business for the greater part of your life? A. All my business life, yes.

Q. And you are a thoroughly practical steamship man? A. I think I know something about it.

Q. Now in your experience as a steamship man, you have taken part in various conferences, so-called conferences, made both here and elsewhere, have you not? A. I have.

Q. In general where have you held those meetings? A. At a great many places; Liverpool, London, Paris, Brussels, Cologne.

Q. Have you ever attended any of the meetings in New York? A. No.

Q. You have not attended those conference meetings? A. No, I have never attended a conference meeting in New York.

Q. There is, I understand, a conference called the Atlantic Conference at New York, is there not? A. It is called the New York Conference, the Atlantic Conference, yes.

Q. And the agent up to a few months ago was Mr. Sandford, the Secretary of the conference? A. Yes, he left in April I think.

Q. That is a branch, as I understand it, of the Atlantic Conference, or so-called North Atlantic Conference? A. Yes. 3140

Q. Will you state, Mr. Cauty, what difference and distinction there is between the conference and the pool? A. The conference is a meeting of the steamship interests either in this country or on the other side for the conduct of the business in accordance with the conditions that were then in existence.

Q. And what is the pool with reference to the conference? A. Well, a pool is a specific condition that is agreed between steamship managers, and which the conference will then carry out. For instance every agreement has more or less different conditions, and when an agreement is made among the steamship companies the conference carries out that agreement or 3141 acts in conformity with it.

Q. A pool you would say is merely an agreement which the conference has drawn up previously? A. Yes.

Q. And which the conference carries out? A. Yes, which the conference carries out.

Q. In general can you tell us what the business of the conference is? A. In general it is to attend to the working of such agreements as may be in force, to act as a medium of communication between the lines and to do whatever may be necessary to assist in the proper carrying out of the business in the general interest.

3142 *Arthur Belcher Cauty*

Q. In general then, it is to carry out any of the agreements which have been previously made, and to disseminate information in regard to the agreements and matters of general pool interest? A. Yes.

By Mr. Crim:

Q. Mr. Cauty, a conference is a more or less informal association of steamship interests which take up matters of general interest to the business? A. Yes.

Q. And the pool is a formal obligation entered into, usually by a specific agreement? A. I quite agree, I
3143 quite agree.

By Mr. Guiler:

Q. And taking Mr. Peters of Jena, it is his business, is it not, to advise members of the conference who are also members of the various agreements which have been drawn up with the conference, of any outside competition as soon as it arises and in regard to whether such competition is serious or not? Is that right? A. No, I do not think that is quite correct.

Q. Will you explain then? A. Mr. Peters merely acts as secretary and medium between the lines. We
3144 should expect to get far more reliable information on a question of that kind from the particular company who was most affected by such competition.

Q. The principal company most affected by the competition advises Mr. Peters in regard to it, and Mr. Peters by means of circular letters advises the various members of the conference, is that so? A. Yes. He would pass on word for word the letter he receives. He would not change it into his own words. He merely acts as a medium for the dissemination of that information.

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Q. And the reason for that is that the various members of the conference may in joint session or otherwise take such action as they deem fit in regard to meeting such competition? A. Yes, that is quite right.

Q. Now I show you, for instance, Petitioner's Exhibit No. 705, which is the minutes of the meeting held at the Savoy Hotel, London, on May the 25th, 1908, and ask you if these are the minutes of a meeting held to meet the competition of the North West Transport Company, the Russian Volunteer Fleet, and the Russian East Asiatic Company?

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Mr. Beecher: I object to the form of the question, Mr. Guiler. That is simply the way you characterize a copy of the minutes of that meeting. If you want to ask what that meeting was held for, it was a general meeting at which that subject among others was discussed.

Mr. Guiler: Is that any different from what I said?

The Witness: You say the meeting was held to consider this competition. Of course, that was one of the questions considered.

By Mr. Guiler:

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Q. Will you state, Mr. Cauty, what was the object of that meeting? A. I cannot say without I see the minutes. It was so long ago. That was the first one. (Witness looked at the minutes). Minute 2 was to deal with the question of compensation of the White Star Line, the passengers they booked from Pretoria, April the 14th.

Q. That was part of the competition measure? A. Minute No. 5 however, refers to the form of the promissory note to be given under the pool which has nothing whatever to do with competition.

3148 Q. The chief object of that meeting was to take up the question, the particular question, of the competition of the North West Transport Company and the various lines mentioned, is that so? A. I should say it was one of the questions, yes. We distinctly admit that. There are altogether a number of minutes which do not deal with the question of competition at all.

Q. You attended that meetieng did you not, Mr. Cauty? A. Yes, I did.

Q. Do you remember who brought up the question of the use of fighting ships to meet the competition of
3149 the Volunteer Fleet, the Russian East Asiatic Co. and the New York Continental Lines in the east bound business? A. I cannot remember who originated the suggestion. The matter was one of general discussion. Perhaps we were a little unfortunate in the term we used "fighting ships," because after all they have never taken on the character of fighting ships.

Q. That was the common name for them in the correspondence? A. I agree. I do not think we contemplated having to justify the term.

Mr. Crim: They never carried any guns.

The Witness: No, and they never thrust back. We were supposed to have given something back, and in
3150 the conduct of these fighting ships we have not taken up an aggressive attitude which the term would suggest was intended when that minute was passed.

Q. The way you carried it out was according to the minutes No. 22 of this meeting—for instance you had a provision here for compensation of the various steamers which were to sail about the same day, or approximately the same day, as the steamers of the opposing lines, did you not? A. Quite true.

Q. Will you explain to me how that compensation was worked out, that is in regard to the question of compensation that is here stated, compensation was

not to be based on more than 30 dollars rate and was not to be more than 12 dollars below that rate. Can you explain to me what was the idea there? A. I can. In the first instance when this subject was discussed and the question of compensation was agreed to, it was felt that because this outside company was running ships at a very much lower rate than the conference lines—and on that account the conference felt compelled to have at least one ship sailing the same day at about the same rate—the line to whom that ship belonged should not be the sole sufferer through having to reduce its rate to the level of this outside competition, and the other lines said "Well, we will agree that when a company in accordance with this scheme has a steamer which is appointed to sail under this clause as a competing steamer and in consequence has to reduce its rate, the conference will reimburse that line," but we did not want to leave the amount indefinite, and it was the subject of much discussion as to what the normal rate should be considered, as for instance, while we were discussing this agreement the normal rates might have been 30, 32 or 33 dollars, in the course of three or four months' time this normal rate might have varied, and we could not forsee it, and to protect ourselves in respect of the amount of compensation we would have to pay, it was agreed that we should look on 30 dollars as the normal rate.

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Q. That is a rate on which you would start to pay compensation? A. Yes.

Q. Is not that the condition? A. That a line could not say our rate was 35 dollars, because it was laid down that 30 dollars was to be the rate on which the compensation was to be calculated.

Q. Worked out in this way that supposing you had a rate of 35 dollars and reduced that rate 10 dollars you would only get five dollars compensation. If you had a 30 dollars rate, and you reduced it ten dollars

3154 you would get ten dollars? A. Which was reducing 30 dollars under reasonable consequence then the compensation was fixed at a maximum of 12 dollars, having in mind that we did not think in working out that scheme it would ever be necessary to go lower than 18 dollars.

Q. Were you ever required to go below eighteen dollars in this competition? A. No, I do not think we have ever been near as low. Our usual rate, speaking off the book, has been somewhere between twenty-one and twenty-three dollars.

3155 Q. At times—as I remember I have a thing in mind just now. You had a rate of twenty-two dollars with two dollars commission? A. We may have had, but I do not think such a low rate has run for any length of time.

Q. Special sailings? A. Within the last few months it has been twenty-five dollars less two dollars—twenty-three dollars. I know we have been lower than that, but not much. The opposition have always been down to a nineteen dollar rate. They have always been below us.

Q. You brought their rate down to yours. Did not you? A. No, we have very seldom been as low as that. We have during certain periods been as low.

3156 Q. When I say you, I refer not only to your line? A. I am speaking of the conference. We certainly have charged an equal net rate to the opposition some years for certain periods but I think if you were to look over the whole periods during which these fighting steamers have been in operation you would find, more often than not, our rate has been a shade higher.

Q. According to this minute which we shall term, and which is termed twenty-two, this business of the opposition steamers was to be carried out by the New York Conference on the eastbound business? A. Yes.

Q. Did you ever have the same opposition steamers on the westbound business? A. Never.

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Q. It was carried out by the so-called small committee in New York, was not it? A. Yes.

Q. The small committee at New York Conference?

Mr. Beecher: Up to a certain period.

Mr. Guiler: We are getting a general statement.

Mr. Beecher: You make it too general. You ought to put some limit to make it clear.

The Witness: We might say it was carried out in the first part of the period by the New York committee, subsequently by a committee appointed on this side.

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By Mr. Guiler:

Q. But a committee on this side advised the New York committee what they should do? A. No, sir.

Q. The committee on this side communicate with the line whose steamer is appointed the competing steamer? A. Yes.

Q. Roughly speaking the New York Act was 1908-9—part of 1908-9? A. You have got it in the exhibits. I forget the date, but I think you are correct.

Q. It was appointed some time in 1908, and was dropped for a while, and was revived September, 1909? A. For a time that minute was entirely suspended.

Q. So I understand. Under this minute 22, however you had power—the conference had power if it wished to sail the competing vessel or steamer at a lower rate, could it not, than the opposition—any other steamer? A. Yes, it was quite correct, but it was never exercised.

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Q. Under minute 22, Mr. Cauty, you could give an extra commission, that is give a higher commission than two dollars to the agent. Could you not? A. I do not think we could. May I look at that?

Q. Certainly. (Petitioner's Exhibit, Minute 22, handed to witness.) A. That has been a very disputed point. No, sir.

3160 Q. And you remember that there was at one time a direction by Mr. Peters to Secretary Sandford in New York, giving him power to allow an extra commission if he wished, if it was necessary to meet the opposition? A. I can say, yes. I think that was agreed to by subsequent correspondence, it was not covered in the original agreement. It is probably in those papers which I sent to you yesterday.

Q. I will show you Peter's circular letter 585 (document shown to the witness?) A. Yes, that is correct.

Q. That is circular letter 585, and that refreshes your
3161 memory, does not it? A. Yes.

Q. So that you can say that the committee in New York were allowed if they wished to give a higher commission than the ordinary commission of two dollars to agents for securing business against the opposition steamers? A. Yes, during a certain period and that limited—a certain limited period.

Q. I do not mean to say it was general but just once in a way? A. It is not being done now.

Q. The ordinary way of doing that was not to increase the commission of two dollars but to reduce the rate? A. That is quite correct. We had to face the position that the opposition steamers were quoting
3162 large commissions, trying to buy their business in that way from the agents. The conference preferred to try and quote a rate which would give us much about the same net rate, but would give the passenger the proper rate that such net rate would represent with the ordinary commission to the agent.

Q. That is to say, as near as possible to the rate of the competing steamer? A. Yes, but we did not want to give these excessive agents' commissions, we preferred to make our gross rate less than our usual rate, the net rate being approximate to that of the opposition people. The opposition were quoting very high commission we had reason to believe.

Q. In paying the compensation provided for by Section 1 of Minute 22 each one of the lines contributed a certain proportion in accordance with its proportion under Agreement AA? A. Quite so.

Q. The proportion of the loss to the line? A. What we call our percentages under Agreement AA.

Q. Will you explain that to me more fully? A. The Agreement AA gives each line that is party to that agreement a certain percentage in the East Asiatic business. In addition to the lines which were party to Agreement AA, one or two other lines agreed to share in this compensation, and Secretary Peters 3164
worked out the exact percentage that each line would have to pay, based upon their fixed percentages under this agreement and the subsidiary agreement.

Q. So that supposing there was a reduction of six dollars in the rate of the Russian East Asiatic Line, and the compensation was 2,000 dollars to the line—if the difference by reduction of rate was 2,000 dollars—the various lines in the conference made that up to that particular line? A. And that line itself helped to make it up. It bore its own shares you understand.

Q. Yes? A. The percentages were brought out and they would have written against their name their own share of this 2,000 dollars.

Q. Now, what was Rule 9 of the Conference regula- 3165
tions for agents? A. In America?

Q. Yes? A. It prohibited agents booking for other than conference lines.

Q. That rule was enforced in the United States, was it not, as a fighting measure? A. No, sir. I do not think it is quite correct to put it in that way.

Q. Put it in your own way? A. I think it is one of the measures which of course are necessary when you have outside competition to meet, but it is a rule which has been enforced, as far as I can remember, since we have had any organization at all dealing with

agents, and on that account it would not be quite right to associate it in our minds as a measure that was specially adopted.

Q. I do not mean to say it was specially adopted but it was put in force against the opposition steamers as a measure to meet their competition? A. Yes. This rule for agents which prohibited agents booking for outside competing lines naturally cannot be put in force when there is no outside competing line; it can only be put in force when there is one.

Q. That is true? A. But as I said, as a matter of fact, it was enforced at that time. As a matter of
3167 fact it was.

Q. In 1908 and 1909? A. Yes.

Q. Against agents who, while representing conference lines, did represent the outside lines? A. Yes, as far as we were able to we put it into force.

Q. And the way that was worked out was that the agents were either disqualified or fined by the conference for representing outside lines? A. Yes, for giving business to outside lines.

Q. For giving business to outside lines, and in certain cases for giving information to outside lines in regard to conference matters? A. I never came upon a case in which an agent has been disciplined for giving
3168 information.

Q. Do not you remember the case of a certain agent of some of the Italian lines, who was disciplined in that way? A. For giving information only?

Q. Yes? A. No; I do not remember it. I am not prepared to contradict you if you have got it in your statement but I do not remember such a case.

Q. You do not remember it yourself? A. No, I do not remember any such case. It seems to me we have so much difficulty in arriving at any decision for disciplining agents anyhow that I cannot conceive any decision was ever come to for either punishing or fining an agent for giving information.

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Q. I had a case in mind but I do not recall it just now? A. I really do not remember any.

Q. Do you remember the case of a man named Clausenius of Chicago, who represented the Northwest Transport Line and also represented some of the conference lines? A. I do not remember his case.

Q Do you know the case of a man named Schiavone, both of whom were fined heavily? A. No. The handling of agencies goes into a great deal of detail. While we deal with agents on this side of the Atlantic we leave our New York agents to deal with agents on that side of the Atlantic.

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Q. That was left to the Chicago committee? A. Yes, that would be left to the Chicago committee.

Q. The Chicago complaint committee. You, however, on this side dealt with your agents in a similar manner? A. Exactly, just the same thing.

Q. Yes. The vessels of the White Star Line have been from time to time used as fighting steamers, have they not? A. Yes, they have.

Q. I show you Petitioner's Exhibit 172 and ask if that recalls to your memory the case of the "Laurentic" sailing as a reduced rate steamer or as a fighting steamer? A. I do not remember the individual case, but I have no doubt that was a fighting rate.

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Q. Yes. It states that there, does it not; that that was reduced for that sailing only? A. "This steamer sailing only." I quite agree with that.

Q. The "Laurentic" belongs to your line? A. Yes, she is one of our steamers.

Q. Now you recall, Mr. Cauty, that the question of control stations on the boundary line between Russian, Servia, Savony and Germany was a very live one between the German lines and the English lines? A. Yes, I do.

Q. What was the trouble in regard to those control stations that the English lines or their passengers

had, while passing over the control stations? A. Well, the English lines felt at one period that their passengers were apt to meet with considerable difficulty in getting through the control stations, and having got through the control stations the English lines, or certain of them, felt aggrieved that the passengers had then to be directed either to Hamburg or Bremen.

Q. Hamburg and Bremen were sailing ports for the Hamburg-American Line and the Nord Deutscher Lloyd? A. The Hamburg-American Line and the Nord Deutscher Lloyd. We felt we were getting our passengers rather too near the home ports of some
3173 of our strongest competitors.

Q. By the way, first of all, before we get to that, who were in charge of the control stations at these various places such as Eydtkuhnen? A. Well, I do not know the names of the control stations.

Q. Ottloschin and Illowo and others on the Russian frontier? A. The control stations originated from a desire of the German government to exercise a control over third-class passengers coming into Germany and passing through Germany, just the same as the United States government exercised a control over emigrants coming into their country; and other countries also control the amount of third-class passengers,
3174 either leaving or arriving in their respective countries. The German government in establishing these control stations did so through the two German lines, the Hamburg-American and the N. D. L. V.

Q. And is it not so, Mr. Cauty, that the agent of the Hamburg-American and the Nord Deutcher Lloyd were the ones who were in charge of those stations? A. The Hamburg-American and the Nord Deutcher Lloyd have the working of those control stations under their charge.

Q. I show you Petitioner's Exhibit 50, which is a letter from the Hamburg-American Line to the Ham-

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burg-American Line in New York, and ask you if that refreshes your memory in regard to the Hamburg American Line being in charge of the various control stations and having their agents there? A. This is the Holland-American Line.

Q. The Hamburg-American Line runs to Holland? A. No, they are two different countries. The Holland-American Line is the Rotterdam Company.

Q. Yes, of course, but the Holland-American Line according to their letter—? A. Have been permitted to appoint agents at these control stations exactly as the managers at the control stations, not as agents for us.

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Q. And they were in charge of it? A. They were in charge of it. The regulation that the German government have made with respect to emigrants requires that when an emigrant for a British company enters the German territory through a control station he must be directed to Hamburg or Bremen. The British companies tried very hard to get that regulation varied so as to permit an emigrant coming in through a control station to pass through Germany, Rotterdam or Antwerp, but we have not suceeded. At present we find no difficulty in getting our passengers through Germany. Our German line friends handle them for us, and forward them by channel steamers from either Bremen or Hamburg as the case may be.

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Q. And previous to that time however many of the English passengers or English line passengers were turned back? A. In the early days we all felt very sore about it. We did not think that our passengers were being handled at all properly.

Q. Was that during the time of the competition, before the agreement of 1908? A. I really forget for the moment when these control stations were established. It was a question quite foreign to this fighting method we have been discussing.

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3178 Q. I want to inquire about it and to learn what I can. I want to know the fact as to when you had the most trouble in regard to the control stations, whether previous to the agreement of 1908, or after, or when it was. I am not trying to catch you, Mr. Cauty? A. I am trying to think when they were established. That is the trouble. I can tell you frankly that it was in the early days that we had the most trouble, and that for the last year or two it has been all right and everything has gone quite smoothly. It was in the early days that we had the trouble.

3179 Q. And you had many complaints to make, had you not, to the German lines in regard to these control stations from time to time? A. We had in those early days.

Q. And Mr. Ballin of the Hamburg-American Line was the one who was assuring you that everything would be all right? A. Every time we brought it up we found some assurances. We were very persistent.

Q. For several years he assured you that everything would be all right? A. That is so. He did.

Q. And it did not come all right until later? A. No.

3180 Q. Now, I show you the minutes of a meeting a presumed meeting, held on February the 25th, 1908, at Liverpool, of the North Atlantic Conference, and ask you, even if this matter had not gone to such an extent, this matter of the control stations had not troubled you so much, you attempted to get a by-law passed to Agreement AA to the effect that the English lines would have no further trouble at the control stations? (The minutes in question were shown to the witness.) A. Yes, that is quite true. That confirms the answer I gave that it was in those early days that we had the trouble.

Q. When was that? A. Since 1908, since February, 1908.

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Q. Since February, 1908, you have not experienced much trouble? A. It has gradually disappeared, I think perhaps some of the other lines have felt themselves more aggrieved over it than we have about it.

By Mr. Crim:

Q. This adjustment with the British lines made with regard to the control stations was made by paying a small fee, was it not? A. Well, I think that came up as far as the question was concerned. The German lines explained to us that there were certain expenses with regard to disinfecting the passengers, and taking care of the passengers and my recollection 3182
is that we gave the control station agent a commission on the passengers he booked through, and a small fee on prepaid passengers.

Q. And that adjustment was made somewhere about May the 23rd, 1908? A. Yes, that is so.

By Mr. Guiler:

Q. Now, Mr. Cauty, I will show you also a minute, No. 475 of the North Atlantic Steamship Lines combines and ask you whether that refreshes your memory as to whether the Red Star Line contributed equally with the Holland-American Line to the expenses of the control stations? A. Well, I am sorry 3183
to say that I cannot give you any information about that. I am not acquainted with the arrangements made between the Continental lines.

Q. You do not know the Red Star business? A. No, we do not, but I should say that minute is correct.

Q. This minute shows that the Red Star Line did contribute to the expenses of the control station? A. I should say that is so, but from my own knowledge I cannot say so.

Q. Minute 475 is as follows: "For the contribution of the Holland-American Line and the Red Star Line

3184 to the expenses of control stations there shall be taken into account on the one hand, interests on the invested capital, charges, repairs, and other expenses, on the other hand the receipts; the extent of the interests and of the charges are reserved for further agreement." I show you also the minutes of the meeting of the North Atlantic Conference held at Liverpool on the 8th of December, 1908, numbered 386, Section 14, thereof, which reads as follows: "14. Control stations, agents charging 15/—commission on British lines, British passengers accompanying prepaids, see notice 378—14. The secretary to write Secretary Peters that
3185 British lines are unable to pay 15/—commission to control station agents, but pay 15/—commission to their agents at Continental ports. They are willing, however, to pay the usual commission, about two marks, to control station agents for their trouble in handling the passengers." Does that refresh your memory, Mr. Cauty, as to also paying for the expenses of the control stations? A. I think it is part of that same question we referred to. Yes, I quite agree with that, and it is part of the same question already referred to, where we recognized there were certain expenses connected with our passengers at control stations which we felt it was only right we should meet.

3186 Q. And for some time then you have experienced no difficulty in private control stations? A. No.

Q. Now I understand, Mr. Cauty, that the steamship lines, parties to the conference, which we have been speaking of, are allowed a certain commission, a commercial allowance by the various railway companies belonging to the Western Passenger Association, Central Passenger Association, and other associations in the United States? A. So I understand, but I am afraid that I shall be able to give you very little information about the railway situation in America. That is one of those details that we leave more or less in the hands of our representatives.

Q. Representatives over there? A. Yes, but I do know we get a commercial allowance and I have read the minutes of certain meetings, I think, which took place at which that was agreed to, but having felt the matter was adjusted and put on a basis more or less satisfactory I have really not bothered to take any notice of it.

Q. You know there is a main factor for business? A. Yes.

Q. For which steamship lines originated other railway companies in the United States? A. Yes.

Q. And that is generally true throughout the United States? A. I understand it is. 3188

Q. Did you—you said you did not attend any meetings in the United States? A. No, I have never attended a conference meeting.

Q. You did not attend the meeting of the Western Passenger Association with the Transatlantic Pasage Conference held at New York on November 10th, 1909? A. No.

Q. You know however that the European agents of the various conference lines are allowed to sell inland American transportation only through the agency of the steamship lines. Is that so? A. That is generally correct.

Q. They use the steamship lines? A. That is gen- 3189
erally correct, but it is not an absolute rule. There are exceptions.

Q. I shall show you a minute or rather a resolution No. 416 of the North Atlantic Steamship Combine and ask you if that is to the best of your recollection as to that (Petitioner's Exhibit 416 handed in)? A. That is a very general rule.

Q. That statement in there has been followed out, has it not? A. Pretty generally. It has not absolutely. I think for instance the Canadian Pacific have not.

3190 Q. That resolution I wish to read in the record. Have you any objection. Resolution 416, European agents and the body.

Mr. Beecher: Resolution 416. Will you describe it.

By Mr. Guiler:

Q. Resolution 416: "European agents of the parties are allowed to sell American Inland Transportation only through the intervention of that party with whose ships the respective passengers are transported. Tickets
3191 for Amerian Inland Transportation made out to other companies or persons are withdrawn by the parties and replaced by their own. The agent remains responsible for the amount to the party. Moreover he is subject to a fine of at least 400 marks." A. I would like to put on the record that that is a resolution to which we were not a party.

Q. You were not a party? A. None of the British lines were a party. It merely represents a somewhat similar rule that the British lines have among themselves.

Q. That probably is general among all the companies? A. Pretty well.

3192 Q. We produce, according to our arrangement, two volumes. On the outer page there is, "Minutes of Meetings of the North Atlantic Passenger Conference from 1904-1907. Minutes 368-374, Vol. 1." This is from the files of your office? A. Yes.

Q. And they were sent to you in due course by the secretary of the North Atlantic Passenger Conference? A. Yes.

Q. And your line is a party to that conference? A. Yes.

Q. It has been during the period of time covered by these minutes? A. Yes.

Q. Are they true reports of what occurred? Is what they purport to contain correct? A. They are not sworn copies of course but I have no reason to believe they are not correct.

Q. Sufficiently true for you to act upon? A. For our purposes.

Q. The second volume has the title "Minutes of meetings of the North Atlantic Passenger Conference, 1908-1911, Minutes 375-417, Vol. 2." I offer them in evidence.

Petitioner's Exhibits, Vol. 1, No. 710, Vol 2, No. 711. 3194

Q. Mr. Beecher has also produced certain letters from Mr. Peters or purporting to be from Mr. Peters during the years 1908 and 1909. These letters are marked "G. 5." Is that one of the index numbers to circulars sent out by Mr. Peters? A. Yes.

Q. What other filed letters or numbers does he send to you? A. I am afraid I could not answer that entirely. He sends us "M," for Mediterranean and "F" for Mediterranean freight.

Q. What is the significance of the letter "G"? A. I do not know what "G" means.

Q. It appears that a number of these letters bear no signature. They were, however, accepted by you 3195
as the official letters from Mr. Peters' office? A. I think he follows the usual practice of putting at the end "yours respectfully" does he not, almost always?

Q. Yes, without any signature? A. That is so. You will find that almost everywhere.

Q. Those letters come in from you, and are filed as they now appear on that file in your office? A. Yes.

Q. Are you the personal custodian of such letters? A. No, they go down to the passenger department.

Q. Of the White Star Line? A. Of the White Star Line.

3196 Q. Or of your firm? A. Well, of the White Star Line, the Dominion and the American Lines. The passenger departments of the three lines are conducted in the same office.

Q. Do you send for them when you need any information which you think they contain? A. Which they contain, yes.

Q. It appears, Mr. Cauty, that a great many of the letters from this file are missing. Do you know anything about those missing letters; where they are or in whose possession they are? A. No, I do not. They are probably in our possession and may have been filed
3197 away under different references.

Q. I find that out of the 600 odd letters that more than 100 file numbers are not in this file? A. No, I could not explain that, excepting that some of them may be of very little importance. Others may have been filed away in connection with different subjects.

Q. I show you an agenda for a meeting in London, November 25th, 1909, No. 20, which refers to an increase for 1910 on third-class rates by 10/— G. 653? A. Yes.

Q. G. 653 is the file number of the letter that refers to that, is it not? A. Yes, that is so.

Q. It appears that the letters 652, 653 and 654 are
3198 absent from this file? A. I think we shall have no difficulty whatever in producing that letter. It will be our own letter probably. That is why they have not put it on. May I make a note.

Q. I will give you a list of all of the letters, Mr. Cauty, so that we may have the file as complete as possible? A. Yes. I think we shall be able to improve that. We have not had the time to attempt, in the short notice we had, to get this file complete.

Q. You have this file G throughout the year 1910, have you not? A. Yes.

Q. Will you produce that for us this afternoon? A. "G" file 1910: yes.

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Q. This refers to the year 1908, 1909 (indicating). It is so interesting we would like to have the year 1910.

Mr. Beecher: We have given you, as far as we could, everything you called for in your notice.

By Mr. Crim:

Q. That is true. The notice was not definite in that respect? A. No, it did not cover 1910.

Q. I show you Petitioner's Exhibit 12A, page 154 of the printed record in this case. The matter here purports to be, "Resolutions of the North Atlantic Steamship Lines Combine." Now is that the resolutions of the Atlantic Conference at Jena? A. It is quite strange to me. They are not resolutions of the Atlantic Conference but of the N. D. L. V. Line.

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Q. They appear to be a revision of certain resolutions. Do you know anything about that revision, who participated in it, under what authority it was done? A. I do not. I am not in any way associated with the N. D. L. V. Conference. I have not attended any of its meetings, and I have had no part or discussion in connection with any of these resolutions.

Q. Are those resolutions binding upon your company in any way? A. No, sir. Neither the White Star, nor the American nor the Dominion Line were in any way interested.

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Q. With respect to third-class? A. With respect to any class. We have no interest in them at all.

Q. Have you in your possession the minutes of the Atlantic Conference during the years 1908, 1909 and 1910? A. We have. We have submitted them to you. I think we submitted all that Mr. Crim had not got.

Q. I have not seen them (minutes produced). There have been times during the past few years when you held meetings every month or two? A. Yes. To start

3202 with things were very unsettled and meetings were very frequent, but they have gradually got down. We have not had a meeting now for quite a time. I think they are all here. It was intended to give you them all.

Mr. Guiler: I do not very much gather where they are, Mr. Cauty. These are all the minutes we have got.

The Witness: We did not give you anything we knew you had already got.

3203 Mr. Guiler: They are not complete by any means. I could not make much of them last night. There are some there.

Mr. Crim: The witness produces minutes of the Atlantic Conference at Cologne, December the 3rd, 1908. The witness produces the minutes of the Atlantic Conference 22 to 141 inclusive. I offer those in evidence.

Petitioner's Exhibit 712.

By Mr. Crim:

Q. You are familiar with Articles 3 and 4 of Exhibit AA, are you not, Mr. Cauty? A. I am, sir.

3204 Q. And you are also familiar with Article 6 of AA? A. I will be if you will let me refresh my memory as to which particular one it is (the witness referred to the article of the agreement)? A. Yes.

Q. We observe from reading this that at the time of this agreement the contribution of a line plus to a line minus in their apportionment of souls was £4? A. Yes, sir.

Q. Did you have anything to do with making this amount £4 or the establishment of £4 as the amount under this article? A. It was a subject of general discussion at the meeting and I don't think any particular one had a say as to what it should be more than an-

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other, but we had the experience of the N. D. L .V. They had a pool. I think it was felt by all to be a reasonable amount.

Q. What was the measure of whether it was reasonable or not? What was the standard by which this sum was fixed? A. The rates that were being charged for passage was undoubtedly the standard. For instance if our rates were to have been reduced to £4, then you would not consider £4 a reasonable amount.

Q. And why would you not consider £4 a reasonable amount? A. Because you would not then have a carrying rate for the passenger or anything to pay the agents' commission out of. There are certain expenses.

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Q. And a line that was minus operating on a rate of £4 would receive the same compensation if its line were idle? A. Absolutely, without having the expense of carrying the passenger.

Q. In other words upon that basis there was no incentive to operate the steamship line? A. Of course that is covered in the agreement.

Q. But independent of the sections which require the lines to operate there would be no incentive, would there? The line would make just as much idle as in operation? A. Well, looked at from the third-class passenger point of view it would be making a great deal more, because it would be getting the gross rate, assuming the rate was £4, without having the cost of carrying the passenger.

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Q. Exactly, and the line which did operate on that basis would be losing all it made? A. It would be losing a great deal more.

Q. Losing a great deal more? A. Yes, it would.

Q. Then the £4 was fixed as a reasonable rate, standard of a reasonable rate, was not it? A. It was.

Q. Has there been any situation arising with respect to third-class traffic which warranted a change in this standard of £4? A. It has never been changed.

3208 Q. It has never been changed. Has the White Star Line at any time asked to have it changed? A. As far as I recollect they have not.

Q. I understand you then to say that it was the experience of the lines, who were privy to this Agreement, that £4 had been a reasonable rate for a period of years, or at that particular time? A. The lines that were party to this agreement, or a great many of them, had no previous experience of the pool. You have not had that in your mind. They had not previous experience of the pool, so they could only arrive at some compensation rate which they thought would be fair
3209 for the future.

Q. Did you have any data before you at that time, or have you had since, which would indicate the actual cost of transporting third-class emigrants, that it would be greater than £4? A. The cost of transporting third-class passengers of course has been already dealt with in Mr. Ismay's evidence. As he explained we cannot work out the cost of transporting exactly as a railway company in dealing with the cost on the steamship, where you allow the victualling the establishment on board, the various departments, the handling the passengers on shore, etc. I should say it came to probably £2 or £2.10.0. It varies a great deal according to
3210 the number of passengers carried on ship. That does not take into account what we call the steamship expenses, coal, the upkeep of the ship, the engine repairs, insurance, etc.

Q. Now, with regard to these fighting, so-called fighting steamers, your purpose was to obtain for the pool lines every emigrant possible as I understand? A. Yes, we certainly wanted our fair share of the business.

Q. And when the Russia East Asiatic Line carried 500 passengers, and the so-called "fighting" steamers carried 2,000, you figure that by means of the "fight-

ing" steamer you had been profited to that extent, 2,000? A. Quite. We had secured 2,000 passengers, a good many of whom would have gone by the Russian-East Asiatic Company or other competing steamer which was quoting lower rates than our normal rate.

Q. Emigrants usually travel by the same lines, do they not? For instance the emigrant going to America who travels by a White Star steamer, ordinarily, his tendency is to come back by it—in case he comes back? A. I would not go as far as that. I am afraid the experience of the past hardly justifies us in saying that. I think an old hand is apt to try his hand on different 3212
lines.

Q. Your experience has been that his first experience does not control him in the future? A. We make the most of all the passengers we carry. We try to make them all advertisements for us.

Q. Your experience has been that the most effective way in bringing about an increase of rates is by means of the pool? A. Well, I would not go as far as that. I think for instance we might point out that our first-class business and second-class business is not pool.

Q. But your first and second-class business is carried pursuant—? A. To agreement.

Q. Rate agreements? A. Yes, I am quite with you 3213
if you suggest that is the best way to secure good rates of agreement. I do not say they are necessarily pool agreements.

Q. Of course you are at some expense in the maintenance of a pool, whereas in an ordinary agreement, there is not occasioned the expense incident to the maintenance of the pool? A. Well, there is no great expense. I do not quite follow you with regard to the expense of maintenance.

Q. Well, it is cheaper to operate under an Agreement than under a Pool? A. Oh, I do not think so. You have in mind the compensation payment, I take it.

Q. No? A. Do you mean the office expenses?

Q. Yes? A. Well, I dare say there is not as much correspondence, and statistics do not have to be watched so closely. I do not think that is a very serious item.

Q. Mr. Peters maintains a large office? A. He does.

Q. Do you know how many employees he has? A. Yes.

Q. He also employs investigators to investigate complaints? A. Well, he has no investigators attached to his office—for instance, on the lines, of inspectors
3215 which I think you have in mind. He would investigate any complaint, and he visits all the offices at times to inquire with regard to passenger carriage and statistics, but he has not a police force attached to his office, if that is what you wish to imply.

Q. What methods does he adopt in ascertaining facts when complaints are made to him? A. He would have to deal with every case upon its merits. In cases where questions of rates are involved, the lines at the port of departure, he would probably inquire of.

Q. Would he have someone in his office whom he could send to go through and audit the books of the
3216 company against whom the complaint was made? A. He has a right of access to all the passenger books of all the lines.

Q. Now, tell me briefly what Mr. Smyth does with respect to the British lines? A. Mr. Smyth acts as the British lines, secretary. The British lines as a whole are not parties to the pool. A number of the Canadian lines are not. The Allan Line are not parties to the pool, except in the Continental business. The Canadian Pacific are not parties to the pool. The Royal Line are not in the pool. Consequently, in acting as secretary to the British lines, Mr. Smyth's

services are not solely connected with the pool. In fact the pool is only part of his business, and with respect to that part he represents Mr. Peters, who is secretary to the pool. We have conference meetings from time to time; you can see the minutes, which are exhibits. Mr. Smyth is the secretary and enters them. He makes records of all the proceedings. If we wish to communicate any matter of interest about the line, we pass it through Mr. Smyth, he duplicates it and sends out a copy to each of the lines. He collects statistics for us. He issues our rate sheets.

Q. Mr. Smyth was in this business before there 3218
was any amalgamation, directly or indirectly, between the British lines and the so-called Continental lines and the N. D. V.? A. He was.

Q. When the British lines became parties to the Atlantic Conference and became identified with the Hamburg American Line and the North German Loyd, and other Continental lines, Mr. Smyth's office was taken over, as it were, as a local clearing house? A. No, sir. Mr. Smyth's office continued. I think that would be a better way to put it. The British lines decided that it was better to continue Mr. Smyth's office as their own particular conference office, their local conference office.

Q. When did this conference receive the name of 3219
North Atlantic? A. I could not tell you. We have always called it the N. A. C. This book goes back to 1904, and that is a new series. I do not recollect it having had any other name. I would not like to say that it had any other name, and I do not recollect when it actually started. It has been in existence as long as I remember.

Q. Is Mr. Smyth under the direction of the members of the North Atlantic Conference, or is he under the direction of Mr. Peters? A. Under the direction of the British lines only. Mr. Peters has no control over him at all.

3220 Q. Do you know such a conference as the Metropolitan Conference? A. No.

Q. I saw the name in the papers, and I presumed that it was a typographical error for Mediterranean? A. I have never heard of the Metropolitan Conference.

Q. When was the first arrangement made with the Transatlantic lines with regard to first and second-class rates? A. Are you going back now to ancient history? I believe it was in 1896.

Q. Was that pursuant to a formal agreement? A. I think we had a rate agreement then.

3221 Q. How long was that agreement in force? A. I do not remember.

Q. Then the time came when the agreement was abandoned? A. It was.

Q. How many attempts have there been to place the first and second-class American business under a rate agreement? A. They have been numerous. I could not tell you how many, but we have had numerous agreements at different times.

Q. Has the agreement that is now existing in fact been successful? Have the parties carried out its terms? A. Yes.

3222 Q. What has been your experience with respect to which traffic is the most profitable: first, second or third-class? A. That is a broad question. It depends which you get the most of, I think. If you can get very large numbers of first-class they would be very profitable.

Q. I mean to the White Star Line, what has been the principal source of profit to the White Star Line? Has it derived most profit from the first or the second, or the third-class? A. I really could not answer that question. This is for your information. I may say that it varies a great deal. For instance like the "Olympic" which sailed last week. She had

740 first-class passengers, something like 450 second-class, and a comparatively small third-class list. I think she had something under 400. You would not need to ask me which was the most profitable in that list with 740 first-class. But there is another ship which might sail with practically no first-class passengers, and a full second and third-class list.

Q. Now, which has been the most profitable to the White Star Line per passenger? A. Per passenger?

Q. Yes, the first, second or third-class passenger? A. I should say the first-class passenger.

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Q. You believe that your experience has been that the carriage of the first-class passenger is more profitable than the carriage of the second or third-class passenger? A. Yes, if you get enough of them.

Q. You are taking into consideration the capital; that there is more capital invested in the carriage of the first-class passenger than the second or third? A. Well, I was taking into consideration the cost of handling him on the ship, feeding him, providing him with quarters, landing and embarking, but I was not taking into account the steamship expense or the capital value of the steamer.

Q. Proportionately, from the return, it costs less actually to transport the first-class than the second or 3225
third? A. Well, my answer would still be true if that was not the case. Supposing it cost 50 per cent of the passage money to transport a passenger, the passage money in the first-class is, well, it might be, three times what it is in the third, and if you take off 50 per cent you get a bigger return. You do get cases where with a very small list you carry first-class passengers at an actual loss; in fact you may carry all passengers at a loss on certain voyages.

Q. How much greater has the net return been to the White Star Line on its first-class than on its

3226 third-class? A. Well, sir, we have no figures which would show that. You are asking me a question now that I could not really answer you from any figures or any computations we have ever taken out.

Q. Have you ever made any effort to ascertain the exact cost of transporting a passenger across, an approximate cost of transporting a passenger across the Atlantic? A. We have made estimates of the cost of transporting them, taking into account the expenses I have given you; that is to say, just the particular expenses incurred on the voyage, but the previous question you asked me went further than
3227 that, rather.

Q. Yes? A. And I have already said that I think on the basis that I mentioned the cost of transporting a third-class passenger would be about say £2 to £2.10.0.

Q. What elements of cost have you left out of that calculation? A. Well, we have left out the insurance of the ship, for instance, to which all the earnings must contribute. We have left out the establishment charges on shore. We have large offices to maintain. We have left out the running expenses of the ship, the payment of the crews of the deck and engine department, the engine department repairs, and the
3228 cost of the coal. I think that is about all that I can think of at the moment.

Q. Have you taken into consideration the salaries of the various officers? A. No. We only take into consideration the victualling department expense; that is to say, the stewards' wages when actually attending on the people.

By Mr. Beecher:

Q. You have not considered the cost of the commission tickets and so forth? A. Yes. Well, that would be taken off in the net passage money.

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By Mr. Crim:

Q. Mr. Cauty, so far as your system of accounting is concerned, each voyage stands by itself? A. Yes, sir.

Q. And on some voyages your net return from freight is greater than on other voyages? A. It is, sir.

Q. And some voyages your eastbound freight is greater than the westbound? A. It is.

Q. Again your return from third-class passengers on a particular voyage may be greater proportionately than the return from the first or second-class passengers? A. Yes, sir.

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Q. And the converse is true? A. It is.

Q. With respect to the first and second-class passengers? A. Yes, it is.

Q. So that if you have a large complement of third-class immigrants going West you can afford to carry freight cheaper than if you did not have so many third-class immigrants? A. It really has no bearing on it. The freight rates are fixed quite regardless of what the number of passengers is.

Q. How do you arrive at your freight rates? Are they subject to the amount of space available each voyage? A. No, the freight rates are continued from time to time, subject to fluctuations, according to the requirements of the market and discussion amongst the lines.

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Q. Are these rates fixed by a conference of the lines? A. Well, by discussion among the lines I should say.

Q. By discussion? A. Yes.

Q. Or a matter of agreement? A. Well, I should say yes, a matter of understanding among the lines.

Q. And are their rates predicated to the classification of the freight? A. Yes.

3232 Q. And how is your freight classified? A. You are getting me out of my depth. I know how to deal with the passenger business, but I cannot tell you so much about the freight business, except that we do classify freight among the fine goods and the rought stuff, but I cannot attempt to give you a detailed classification of the rates.

Q. Is this classification made by a conference of the steamship interests or by some particular individual? A. I am not quite clear, as a matter of fact I am not quite clear as to the facts there. The classification has been in existence some time, but how and

3233 when it was arranged I cannot say.

Q. The classification has been more or less fixed permanently for a period of years? A. Yes, I should say it has, sir.

Q. And the rates however are adjusted from time to time with regard to the tonnage to be carried? A. To the requirements of the trade.

Q. In the establishment of freight rates do you take into consideration what the earnings of the line have been from passengers? A. No, sir.

Q. They stand separate and distinct? A. They stand alone and distinct.

Q. And in the establishment of the passenger rates

3234 of either class do you take any regard to the earnings from freight? A. No, sir.

Q. Each in so far as your line is concerned is arbitrary to the other and not relative? A. Quite correct, sir, they stand alone.

Q. In respect of the establishment of rates? A. Yes, they stand alone.

Q. I show you G. No. 646, a circular, purporting to be a circular letter from Mr. Peters. This letter appears to enclose some correspondence between the White Star Line and the North German Lloyd. I show you what purports to be a letter of the date of

October 21st, 1909, from the White Star Line, or Messrs. Ismay, Imrie & Co. to the Nord Deutcher Lloyd. I ask you if you wrote that letter or you recall it? A. Yes, I did. Yes, I remember that very well.

Q. Did you write that letter, Mr. Cauty? A. The firm did. I believe I did. I do not remember. My initial is not there. I think I did. Yes, I think I did. I suppose I did write it.

Q. In one paragraph I find this sentence: "We are quite of your opinion that a general advance of at least 20/- all round should be made in the second- 3236
class rate. We think a pool would secure a larger increase, but I hope the advance of at least 20/- may be agreed, if a pool is found impossible"? A. Yes.

Q. It was your opinion at that time that a pool would be more effective than the agreement in bringing about an advance in rates? A. I did not think so then, because certain of the lines were very reluctant to advance their rates—a good many were anxious to. Failing to get what we thought a satisfactory rate agreement we thought perhaps the reluctance of any lines to advance would be overcome if there was a pool, so that their position was protected.

Q. That is all I want to ask you, Mr. Cauty. Now, 3237
Mr. Cauty, if you will produce for us—

The Special Examiner: You had better give him a list.

Mr. Crim: The list of letters which appear missing from File G, and the letters on File G, during the year 1910, and the Minutes of the Atlantic Conference.

The Witness: The minutes for 1910?

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By Mr. Crim:

Q. Yes, 1910? A. Are these the ones you make out to be missing?

Q. Yes. That (indicating) is just a private memorandum? A. That is the one you just asked me about.

Q. Yes? A. That is not in here.

Q. No, it is not. None of these numbers are in there.

Adjourned till 3 o'clock, September 4th, 1912.

3239 Resuming.

Mr. Crim: Now, Mr. Beecher, I simply want to get Mr. Cauty to identify some of these statistics to get them formally in.

Q. Now, Mr. Cauty, I show you Form Westbound No. 48A and is this a typical form of statistics that your office receives from Mr. Peters? A. That is so.

Q. And you have a corresponding form for the westbound traffic? A. Yes, sir.

Q. And I show you another form, No. 17? A. Yes, that is to show the working of the pool with the Russian East Asiatic.

3240 Q. And this form is typical of the others you have received periodically from Mr. Peters? A. It is, sir.

Mr. Crim: I offer those in evidence.
Petitioner's exhibits Nos. 727 and 728.

By Mr. Crim:

Q. And those statistics are made up from data that is sent to Mr. Peters from the respective members of the conference? A. They are.

Mr. Crim: Now, Mr. Beecher, there are certain agreements that have been produced by

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Mr. Cauty that we want to offer in evidence, but we do not care to detain Mr. Cauty while you are marking them, so that you may have access to them for the purposes of your cross-examination.

Mr. Guiler: I offer in evidence various agreements which have been produced by the Cunard Company.

It is understood that they go in subject to the objection by Mr. Beers to any evidence of any agreement or conference other than AA, as not within the issues and incompetent and irrelevant.

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Mr. Crim: The agreements the Government offers now are all agreements by the White Star Line and produced by Mr. Beecher and Mr. Cauty, excepting certain agreements produced by the Cunard Line referred to in cross-examination of Mr. Ismay.

Mr. Guiler: The Cunard exhibits are already marked for identification.

Mr. Crim: They were some of the agreements I showed you the other day.

CROSS-EXAMINED by Mr. Beecher:

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Q. Mr. Cauty, in your direct-examination you referred to the rates of steamers and stated that the rates of the Conference Lines had never been below those rates and as a general thing you thought they were somewhat higher. Were you referring to—what rates of the fighting steamers were you referring to? A. I was referring then to the published rates of the fighting steamers, although I might add we had every reason to believe that the Uranium Company—

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Q. You are speaking of the Uranium Company? A. Other outside lines—although we had every reason to believe that lines were paying small extra commissions.

Q. You had no reference to the actual rates of the outside lines taking into account secret commissions? A. No, we dealt with the published rates.

Q. Now you started to say something in your direct-examination as to the relation between the control stations and the conference lines. Will you not please explain to us exactly what the situation has been in reference to control stations as you understand it?

3245 A. Well, as I think I understand, the control stations were established in accordance with the requirements of the German Government, who desired to have some control over immigrants coming into German territory either to reside there or to pass through German territory. The establishment of control stations had nothing to do with the meeting of this outside competition. The conditions under which emigrants are allowed to pass through these control stations are, as we understand it, decided by the German Government and one of the conditions is that emigrants passing through Germany are required to pass through the control stations to one of the German ports, either Hamburg or Bremen. They are shipped from there by steamers to

3246 London by the British lines receiving passengers, either to London or other east coast ports. That regulation as I understand it is insisted upon with regard to all immigrants except those from the Holland American Line and the Red Star Line. Those two companies which sail from Rotterdam and Antwerp respectively, have obtained a concession, I may call it, from the German Government which enables their passengers to pass through Germany to their own ports. Any other company wishing to have its passengers pass through Germany to some other port than Hamburg or Bremen would require to obtain such a con-

cession from the German Government. I may say the White Star Line tried very hard to obtain such an arrangement and other of the British lines have done so too, but we have not been successful and our passengers now come through Hamburg or Bremen.

Mr. Guiler: I ask that the answer be stricken out on the ground that the witness is not shown to be in any way qualified to state the requirements of the German Government as to control stations or as to their purpose or whether they were established to keep off outside competition or not and as not being the best evi- 3248
dence.

Q. You stated in your direct-examination that the men in charge of those control stations were in general the agents of the Hamburg American and North German Lloyd Companies. Do I understand that those agents are responsible for causing emigrants to go only to Hamburg and Bremen or in accordance with the arrangement specially obtained by the Holland-American and Red Star Lines, to which you referred? A. Yes, those agents, the men in charge of the control stations, are naturally responsible for carrying out the requirements of the German Government.

Q. But it is only the requirements of the German 3249
Government which they are carrying out and not their own individual desires? A. No, the requirements of the German Government.

Mr. Guiler: Objected to on the ground that the witness is not qualified to state the requirements of the German Government or whether it is their individual desires.

Q. Those lines do not make the regulations which are thus carried out? A. No, certainly not. The German Government, as we have always understood,

3250 when deciding on the establishment of the control stations, I suppose, looked round for some right and proper means to work them and they placed the working of those control stations in the hands of the two German lines, the North German Lloyd and the Holland-American.

Mr. Guiler: Same objection and supposition of interest not evidence.

Q. Well now, in the testimony which has been given in this cause in New York it was indicated that certain third-class passengers holding tickets of the Uranium
3251 or the New York Continental, or some other Conference Line bound for Rotterdam, had been stopped at the control stations, and had not been allowed to pass on until subsequently their tickets had been changed for tickets of Conference Lines such as the Hamburg-American Line. Can you give any explanation for that? A. Well, I am not acquainted with the specific instances you refer to, but any line not having a license in Germany for the conducting of its passenger business, and not having obtained a concession from the German Government for bringing its passengers through Germany, would naturally not be able to get its passengers through the control stations.

3252 Mr. Guiler: Same objection—witness has no personal knowledge.

Q. Under the regulations of the German Government a third-class passenger holding a ticket on such a line would not be permitted to pass the control stations? A. No, I should understand that is the case. The White Star Line and other British lines, the Cunard Line, for instance, have had a license from the German Government for many years, long before the pool was in existence of course.

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Mr. Guiler: Same objection.

Q. Well, not a license permitting the direct passage of your passengers through Germany? A. A license to do passenger business in Germany.

Q. This operation of the control stations, I understand you to say, has no connection with any agreements of the Conference Lines, or any steps taken by the Conference Lines to carry out their agreements? A. No, sir; there is no relationship so far as I understand.

Mr. Guiler: Same objection.

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Q. Now you were asked in regard to the compensation rate of £4 fixed in the Agreement A. A., and I understand you to testify that £4 was regarded as a reasonable compensation figure. Will you explain exactly what you understand to have been the basis of fixing that amount? A. Well, that is rather a difficult question to answer, but it has, of course, to be dealt with on very broad lines. The idea was that if a line was over-carrying a percentage it should not be making a profit out of such passengers that were over and above its allotment, and in consequence the lines had to take in a rough and ready way some general idea as to what rates were being paid by the passenger, 3255
what it would cost the line to carry that passenger, and then that anything left over was to go into the pool. The idea of fixing £4 as a compensation rate was with the idea that as a rule a line paying compensation would not be getting anything for itself out of such passengers.

Q. Did you intend to give the impression that £4 bore any relation to what would be a reasonably remunerative rate for carrying a third-class passenger? A. No, sir; I should be very sorry to carry passengers at £4.

3256 Q. The idea was solely to fix a compensation rate which, as you say, in a rough and ready manner, would as nearly as possible cause the lines to carry the percentage which had been fixed under the pool? A. That was the idea.

Q. You were asked in regard to Mr. Peter's office and the expenses incurred in connection therewith. Would those expenses be materially different whether there was, or was not, a pool? A. No, sir; I should say that the expenses of a secretary's office under the pool, that is Mr. Peter's office, were a mere bagatelle. It is not a matter worth considering in the operation
3257 of a steamship company.

Q. Would the expenses be materially different if there were merely a conference as you defined it instead of a pool? A. I suppose they would be a little less; possibly a couple of clerks less. It would be so little as to be immaterial. We have always kept on our conference office whether there has been a pool or not; whether there has been an agreement or not.

Q. As you said before, the conference and the secretary of the conference serve a great many other purposes than the carrying out of any pooling arrangements? A. Certainly.

Q. Merely as a means of communication and the in-
3258 terchange of ideas I assume that a conference and a conference secretary would be essential? A. Well, we have always felt it to be so. Our conference in Liverpool, and Mr. Peter's office, have been in existence for very many years. I do not remember when they were started.

Q. You have stated that there were rate agreements in respect to first and second-class business, to what do those rate agreements refer? A. Those are rate agreements in respect to the minimum rate; that is to say, that no line may go below the rates provided for in these agreements for first or second-class passengers as the case may be.

Q. Does that leave the lines free to charge as much as they like for the accommodations on any steamer and furnish what accommodations they like on any steamer? A. Undoubtedly. Not only that, but the range of rates is very large. For instance, if you take a ship like the "Olympic" or the "Mauretania" or the "Lusitania" you find very few passengers indeed, in the season are carried at these minimum rates. We have a much higher rate.

Q. So that the range of rates and the possibility of competition, and the actual competition as to the first and second-class accommodation in the rates, is very extensive, is it? A. Undoubtedly. 3260

Mr. Guiler: Objected to as calling for a conclusion.

Q. You were asked in regard to the method of establishing freight and passenger rates, and you testified that they were fixed independently of each other. What is, as you understand it, the idea in fixing such rates? A. Well, we fix all our rates for freight or passengers west and eastbound with the idea of getting the best return we can; making the business as profitable as we can.

Q. On the different classes of business? A. On the different classes of business. 3261

Q. I suppose the fact that you have a full cargo of freight or a full cargo of passengers, would not cause you to carry the ordinary class of goods or passengers at a reduced rate? A. No, sir, it would not.

Q. You would not, because you were getting good freight rates, carry your passengers at a loss so as to ease things up? A. No, sir, we should not. Each class of business stands on its own bottom. We do the best we can with each.

Q. Now, Mr. Cauty, under the agreements and arrangements which you have and have had, will you

3262 *Arthur Belcher Cauty*

state in a general manner some elements of the competition which exist, if it does exist, between the various conference lines in the carrying on of their business? A. Well, I think, speaking broadly, we can say there is competition in every class of our business, for instance our freight business is conducted under condition of active competition on all the lines. Our first-class passenger business is conducted under a rate agreement now—

Mr. Guiler: Objected to as not stating facts but conclusions.

3263 Q. As to minimum rates? A. Which leaves that business open distinctly to competition, and which is evidenced by the strides the lines have made in providing attractions to draw the first-class business with respect to steamers. This more than applies equally to the second-class business where again we are working under a rate agreement.

Q. Again as to minimum rate? A. As to minimum rates only, and although it may appear somewhat unexpected to say so, I might add that under our third-class pool the elements of competition are not entirely eliminated, for instance a line is allotted a certain share of the business, and I think in looking at the features
3264 of the pool it is only fair to keep well in mind that the facilities are not arbitrary facilities, but are merely establishing or merely securing the relation and maintenance of class conditions, and every class of pool is based on the past character of the line, and where possible on the past carryings for a considerable number of years. Now in the working of a pool a line has to carry approximately its full percentage, and if any line was to draw behind in the race with regard to making its ships attractive, drawing the passengers, it would undoubtedly suffer. In the first place it would suffer in its revenue, falling behind in its percentage. It would

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ultimately have to reduce its rates. The pool in no case is made for a great period of years—this five years' agreement we have now is the longest period it has been made for, and any line that systematically shows its inability to carry its percentage would have a very difficult case to meet when the renewal of this pool came up for consideration, and I think this is evidenced by the condition on the North Atlantic today, that all the lines fully realize this. You have only to look at the ships we have on the Atlantic and the accommodation we provide, the improved victualling we give the passengers, to realize how much the conditions of the passenger have been ameliorated during the recent years in crossing the Atlantic. That I think must be clearly laid down to the wish of each line to keep well up to its competitor.

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Q. Will you give us some of the details which you have mentioned? A. For instance if you take the third-class accommodation that was offered, I think I might say ten years ago such a thing as closed room accommodation was hardly known. Nearly every passenger had to take his berth in what were called open steerages where the bunks were as a rule wooden built, the provision of dining room was quite unknown. Passengers had to take their meals on tables put on the hatches, the idea of providing a general room for recreation or a smoke room was also quite unknown. On the ships today you see the open accommodation has been very largely replaced with closed rooms.

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Q. You mean the open rooms? A. The open accommodation has been very largely replaced with closed rooms. In fact, many ships have nothing but closed room accommodation. We provide dining rooms, recreation rooms, smoke rooms, and the scale of dietary is much more liberal.

3268 Q. About the toilet. Bathing arrangements have been made in that direction? A. That I think has gone with the other. The lavatory accommodation is improved. That goes with the march of the times, but I think that clearly shows that the element of competition which is by some felt to be more or less necessary to keep up facilities offered to the public, or to increase the facilities offered to the public is not entirely absent even under a pool. In fact I might say it is very present.

Q. Now, Mr. Cauty, you testified, I believe, that you had been in the steamship business for a good many
3269 years? A. Yes, I have, sir. I have been in it since 1886.

Q. And your business has been peculiarly that of the passenger business? A. It has been particularly that of the passenger business.

Q. In that connection have you perhaps more than anyone else had to do with the relationships between the different lines and the making of agreements and the holding of conferences? A. I have been at all meetings, I think, in connection with the 1908 agreement. In fact I do not think I have missed a meeting.

Q. You are very familiar with all the conditions which have existed and the reasons which have led
3270 to the existing methods of conducting the steamship business? A. Yes, I have been in very close touch with all the negotiations which led to the agreements. I am assistant manager of the White Star Line now, and among my other duties I particularly look after passengers.

Q. Will you give us briefly your views as to the reasons for the advisability and necessity of having such agreements as "AA" and similar agreements which have been considered in this clause? A. That is a far-reaching question. I think the best way to reply to that question is to refer to the past history of the lines.

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We can go—in fact I have gone in review in connection with this inquiry, I have refreshed my memory too with regard to the circumstances in the way of agreements which have availed in the Atlantic trade for the past thirty-two years. I cannot say that I can otherwise recollect or recall what happened so far back, but I find our first agreement we have any record of dates back to 1880, when there was a Scandinavian pool established, which lasted for a short period, I do not remember how long. But from 1880 to 1888 various agreements were in existence, and from 1889 to 1895 was a very strenuous time in the North Atlantic trade. All agreements went by the board, and this period was one of keen competition between all the Atlantic lines. Each line did what they thought best, and rates went down to an absolutely unremunerative level.

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Q. Such as, for example? A. Well, I think it went down to £2. I think the rate that Mr. Ismay mentioned is one that has been resorted to in a subsequent rate war. I think we went down to £2. I believe it was 30/—, but I am not sufficiently sure about it to make the statement definitely, but I can safely say £2, and I think the result of this competition is very instructive, because if we look at the list of companies who were engaged in the Atlantic trade in 1880 and those who were left in after this rate war, we find there were a good many names missing. The Inman Line went into liquidation. The Beaver Line got into very serious difficulties, and was subsequently bought up. The Guion Line and the National Line went out of the business. The Warren Line, started carrying passengers, but also went out of business, and the State Line was subsequently amalgamated with the Allan. All these troubles arose, I may say, during those six years or thereabouts, and I think the lesson we have to learn from time is that if these conditions had been

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continued, they had only to be continued long enough for the Atlantic travel and the whole Atlantic trade to be left in the hands of one or two of the strongest companies. When the lines got together in 1895 we do not find any line then standing back. We find everybody very very anxious to remedy this very unfortunate state of affairs. The lines then got together, and that first agreement in regard to Continental business which has been put in as evidence which allotted the British lines a share of the Continental business, was arrived at, and I may say that that is really the foundation stone of our present agreements. It is
3275 true the negotiations have not proceeded along a smooth path always. We have had breaks in our peaceful relations, in 1903 to 1908 we were again more or less at loggerheads with one another. But the fight in those days was comparatively a short one. We only got to reducing rates towards the end of the period, and it was in 1908 that our present agreements were established. Now, in arriving at a pool we did not say to ourselves "This business must be pooled." I do not know whether you can understand the distinction; I want to make it clear. We did not approach it as a pool with one object in view. We had been working almost entirely up to then under rate agree-
3276 ments, and I may tell you it was a very, very difficult thing when you had to give a separate minimum rate to each individual steamer on the Atlantic. We did accomplish that in respect of first and second-class passengers, but with regard to third-class the difficulties between the various lines were insurmountable, and I think I can say that for nearly two years negotiations were going on in a desultory fashion between various interests in an endeavor to find some way out of this deadlock in regard to third-class business, and it was only after considering a great many different ways of arriving at a solution of the question that this

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pool, the AA Agreement, about which so much has been said, was made. That pool was established as an alternative to a rate agreement, and we have found it has got over a great many of the difficult questions which had to be considered in connection with third-class business. Now, in making this settlement I think it is only fair to again point out, from our point of view at any rate, the benefits that we think have accrued to the Atlantic passenger and the merchant on both sides of the Atlantic as a result of these agreements. We have established lines which are operated regularly, we have given a class of steamer and accommodation which I can confidently say would never 3278
have been dreamt of if the unstable conditions of the years prior to 1895, for instance, had continued. But we feel unfortunately that the results of the pool have been to encourage outside opposition—lines to come into the trade which never could have lived on the Atlantic. I believe the steamship companies are held by some on the other side of the Atlantic to be guilty of having formed some combination with the idea of crushing outside competition. Now, I can give you my view very frankly and without any hesitation, that if this pool had not been formed and these agreements had not been arrived at, no outside competition could have lived on the Atlantic for five minutes. The es- 3279
tablished lines would never have consented to have allowed any other line to have come in, and attacked their business. The Uranium Company, which is now in operation, sails from Rotterdam to Halifax, New York and back to Rotterdam. The Holland American Company is a well-conducted line, a line with considerable resources, and it is not to be conceived that the Holland American line would have tamely submitted to any other company attacking their business in their own port. The conference, however, shares the loss with the Holland American Line in so far as the Ura-

3280 nium Company, which practically only affects their third-class business, is concerned, and it is not the Holland American Line only which is affected by outside competition, but it is the pool as a whole. The Uranium Company, we have every reason to believe, is backed by the Canadian Northern Railway Company. The Canadian Northern Steamship Company is what we know as the Royal Line. The Royal Line is one of us; they are not in the pool, but they are in the rate agreements, and they work amicably with us. The Uranium Company, on the other hand, is outside the pool, and they have consistently run their ships at rates
3281 lower than the pool line steamers. The pool lines steamers' rates now are on what we consider a fair and remunerative level. The Uranium Company consistently underquotes us. Westbound they take rates probably £2 lower than the pool lines. Eastbound as you know they have been quoting as low as nineteen dollars net as against the Conference lines' rates, which range from twenty-eight to thirty dollars, and that might open a suggestion as to the reasonableness of our rates. But from our point of view the Uranium Company is operated in the interests of a Railway Company. We have it on very high authority that a railway company subordinates its steamship inter-
3282 ests to its railroad interests, and we have no reason to believe that the Uranium Company is in any different position. We think probably the Uranium Company will be continued and has been continued in spite of very heavy loss by interests which are perhaps not normally the Canadian Northern, but are certainly very closely identified with the Canadian Northern. I do not know, gentlemen, that I have anything more to add as to why we came to make these agreements, or as to what I think the effect has been in respect of outside competition, which as I have already explained briefly, is that our agreement has

enabled the competition to live, and not, as in the United States case, sought to crush the competition. If we had sought to crush it, I will submit that we have been unfortunate in our efforts, for not only has the Uranium Company not ceased to exist, but it has consistently increased its business.

Mr. Guiler: Objected to on the ground that the witness shows no basis for statement in regard to unremunerativeness of £2 rate and no personal knowledge as to the reasons why Guion, Beaver &c. Lines, went out of business or that the reason given was correct and no 3284
knowledge that the Uranium Line is backed by the Canadian Northern Railroad interests and that the conclusions are conjectural and not backed up by any facts testified to.

Q. Have you any figures as to the percentage of business carried by the lines outside of the Conference? A. The non-conference lines, the non-pool lines, perhaps, to call them correctly, in 1908 carried 16.42 per cent of the westbound business. In 1909 they carried 12 per cent. I can explain that, I think, very easily by reminding you that in 1909 the Russian Volunteer people went out of the business, the Russian East Asiatic Company joined it and the Uranium 3285
Company ceased sailings for a time, but in 1910 their carryings went up to 18.48 per cent of business. In 1911 they went up to 23.66 of the business, whereas in 1912, up to July 31st, they carried 22.95 per cent of the business. Eastbound, the situation is much the same. In 1908 the non-pool lines carried 9.09 per cent of the business, in 1909, 6.46, in 1910, 11.13, in 1911, 12.77, in 1912, up to July 31st, they carried 9.84. The carryings probably of the eastbound business, are, of course, much stronger in the second half of the year. I think that will probably prove that.

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I think that amply shows that if our efforts had been to drive out this competition they have not been very successful.

Mr. Guiler: Objected to on the ground that the witness has no knowledge of the alleged facts testified to and is unwarranted in drawing his conclusion from them and that is conjectural.

Q. Now, Mr. Cauty, from your experience with the shipping business in all these years what would you say as to the probable result of such agreements now
3287 existing among the lines being put an end to? A. Well, that again is rather a difficult question, because we have the opinion of certain of the managers that perhaps now we shall not see a return to the severe competition and low rates of former years.

Q. I believe that Mr. Ismay said he thought that at the present time, perhaps, the shipping people had got more sense than they had in the olden days? A. Well, I must say, of course, that is an expression of opinion, and anything I say would only be an expression of opinion; but my own opinion is undoubtedly that we could not continue to maintain the business on a satisfactory normal level without agreements. I
3288 do not think it is possibly, the jealousies of the different lines and the different interests are too keen, and given that unrestrained competition and low rates there is only one conclusion that one could expect, and that is the elimination of all the weaker lines and the monopoly in the hands of the stronger lines.

Mr. Guiler: I object to the conclusion of the witness as to the elimination of weaker lines and resultant monopoly as being conjectural, fanciful and entirely without any basis upon fact and too remote for consideration by the Court.

Q. What effect do you think that would have upon the character of the services rendered to the travelling public? A. I think the services rendered to the travelling public would be very much curtailed.

Mr. Guiler: Objected to on the same ground.

Q. And frequency of sailings? A. And frequency of sailings and accommodation on board ship would all suffer. In fact, I think that those who cross the Atlantic, those mercantile interests which require constant communication across the Atlantic, would all be very seriously prejudiced by a termination of rate agreements, pooling agreements, between the lines. 3290

Mr. Guiler: Same objection.

Q. I understand, Mr. Cauty, that you have produced, or will produce, as far as possible, everything in the possession of your company as required by the United States District Attorney in addition to such documents as they advise you they already have? A. Yes. We have all along been most desirous of giving every information that the Government desire, and we are now engaged in getting out documents which Mr. Crim asked for this morning. We have a good many already in hand, and when we get them we will send them up. 3291

RE-DIRECT EXAMINATION by Mr. Crim:

Q. Mr. Cauty, I understand you to testify on cross-examination that the purpose of establishing £4 as a standard of compensation was to deter a company from carrying more than its allotment? A. May I say to remove any inducement to the company to carry more than its allotment. I think perhaps that would be a more correct term.

Q. Likewise it was fixed on that basis of £4 so as to not compensate a line that had not carried its allot-

3292 ment to the extent of a profit for being a drone? A. Well, I hardly think that is correct, Mr. Crim, because supposing a line is overcarrying largely, and you can get a considerable number of £4 without having to do anything for it, it is not a bad business. The check really was on the line that overcarried; there are other considerations. There are other clauses in the agreement which require lines to carry their percentage, and it would be brought under operation in connection with a line that was short of its percentage, in so far as that line would require ultimately to reduce its rate, would be obliged to reduce its rate.

3293 Q. If the £4 gave the line under its percentage a profit there would be a substantial incentive to become a drone, would there not? A. Yes. If it was left and allowed to draw £4, and do no work, I should say it would be very profitable, but that would not be permitted.

Q. Now, the tide of immigration, in so far as third-class is concerned, between America and Europe is largely dependent upon the prosperity of the United States, is it not? A. Very largely, sir.

Q. And that immigration has increased greatly during the past few years? A. No, I should not say it had. I think the figures are all available. I think

3294 you will find we never touched 1907.

Q. Well, from 1905 to 1911 there has been a high tide of immigration, has there not, to the United States? A. 1907 has been the biggest year there has ever been. We have never touched that since. In fact 1908, as you know, was a very bad year.

Q. Do you attribute the bad year of 1908 to the panicky condition of affairs in America? A. Yes, we did, sir.

Q. Do you recall that just previous to 1895 we went through the most serious panic in America since the Civil War? A. I cannot say that I do.

Q. Do you remember the condition of financial affairs generally in America in 1893? A. Twenty years ago? Well, I cannot say that I do sufficiently clear to answer you "yes."

Mr. Beecher: Well, counsel will concede that 1893 was a panic year in the United States? A. I concede that. I do not remember the circumstances.

Mr. Crim: Thousands of corporations failed all through America. Wheat sold at forty-nine cents a bushel and corn at nineteen cents a bushel. Would not that condition in America have a very material effect upon the steamship business? A. I should think 3296
it would.

Q. Might not that have contributed very greatly to these lines going into bankruptcy and insolvency as you have indicated? A. Tell me what was that—1893?

Q. 1893. A. May I refresh my memory?

Q. The period from 1892 to 1896? A. The National Line went out of business in 1892, the Monarch Line out of the passenger business in 1888, the Guion Line failed in 1894, the Inman Line went into liquidation in 1888, and with regard to the Beaver Line I do not know when they were bought. But I have no doubt that any line that was in existence in those days that you speak of would have felt the strain 3297
very severely. There is no question about it. We did in 1908. But I think the agreement that was in existence in 1908 helped us very materially and softened the blow.

Q. Do you apprehend that if Agreement A. A. were abandoned that the steamship business would be more or less demoralized? A. I think so, sir.

Q. First-class rates would go down? A. I think so.

Q. Second-class rates would go down? A. I think so.

3298 Q. Freight rates would go down? A. I do not think it would affect freight. I have no reason to think it would affect the freight rates. Freight rates are worked so absolutely independently of our passenger rates.

Q. Third-class rates would go down? A. I think so.

Q. What has been the percentage of increase in the steamship business during the past twenty years? A. I am afraid I cannot answer you that question, sir. I can get it for you. I could not answer you that off the book.

3299 Q. There has been an increase of one hundred per cent or more in the number of vessels plying between Europe and America, has there not? A. Well, yes; I should imagine you were quite correct, without looking it up.

Q. And the capacity of these vessels has increased commensurately? A. It has.

Q. And the freight business between the United States and Europe has increased commensurately so as to justify the new vessels with their enormous capacity? A. Well, I should say the freight business suffered a long period of very serious depression. It was only at the end of last year and this year it has

3300 again begun to approach what we hope will prove to be a normal condition again.

Q. It sometimes happens, or has happened, that just subsequent to these competitive fights that the business has increased very greatly, has it not? I will direct your attention to the experience of the Hansa Line when that fight was on between the steamships plying between America and Sydney, I believe? A. May I refresh my memory from these notes (indicating)?

Q. Yes. A. Well, in 1895, which was the first continental pool agreement, that was the year in which

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the westbound carryings to America totalled 328,000 and that declined until 1898 when it reached 274,000, and for subsequent years it showed a steady increase; 1899, 1900, 1901, until the high water mark of 1907 was reached. It has not been reached since, of course, as you know.

Q. And the larger the number of emigrants transported the cheaper the cost of transportation? A. Undoubtedly by each ship.

Q. The larger vessels engaged in transporting third-class passengers carry them, and at considerably less cost than the smaller capacity vessels? A. I think, sir, you want to prevent a misconception creeping in, to bear in mind my answer applies to the individual ship, whether there are a million passengers going to the United States or only 2,000 the cost of transporting them need not vary if you put the same number into each ship. For instance, if you have one ship carrying 2,000 passengers—it is an absurd argument—but suppose those were the only passengers going to the United States, there is no reason why she could not carry them as easily as 500 vessels carrying a million.

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Q. Exactly. A vessel with the capacity of 25,000 tons will carry passengers at much less cost relatively than the ship of 10,000 tons? A. I think it would be fair to say that a modern ship can carry passengers much cheaper than an old ship because of her improved design, and the more economical use of her space. For instance, we have ships now of 10,000 tons which cannot carry passengers economically anyhow, but we have also ships at much about the same size which when full, will carry the passengers at much about the same cost as our big ships when full, but the balance, as far as there would be a difference, would be in favor of the big ships.

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3304 Q. Is that your experience and information with regard to lines other than the White Star? A. No, sir; the White Star, but I can safely say that is the experience of any steamship company.

Q. So that most economical way to transport an emigrant is today approximately a 25,000 ton vessel sailing across the Atlantic in about seven days? A. Yes, at a moderate steam.

Q. Is that a moderate steam, seven days? A. I did not catch how much you said.

Q. I said seven days? A. I should give eight days. When you get seven days you are getting up to twenty

3305 knots.

Q. When you increase the speed of your vessel to five or six days you increase the cost of transporting the passenger? A. Very, very much.

Q. Likewise when you reduce the capacity of your vessel to 7,000 or 8,000 tons requiring fourteen days you increase the cost of transporting the emigrant? A. Would you kindly repeat the question.

Q. When you decrease the capacity of the vessel to 7,000 or 8,000 tons and extend the time to fourteen days you increase the cost of transporting the emigrant? A. That is a very long time. I can hardly conceive that time. It might, if it was a modern ship,

3306 it might be a cheap ship to operate. It is not the ship I should build if I had the money, but it is a cheap ship to operate.

Q. Now, as I understand you this morning on direct-examination to say that there were agreements with regard to freight? A. Yes.

Q. What is the nature of those agreements? A. Well, I am sorry to say as I think I told you this morning, I am not anything like as fully aware with the trade arrangements of our company as I am with the passenger arrangements. I know that the trade rates are arranged according to classification, and lines

exchange duties from time to time as to what they should be. They are controlled more or less by the difference in trade. When trade is good, and more than enough to take up the accommodation offered the freights are increased.

Q. You represent several lines that operate under A. A.? A. You speak of me personally?

Q. Yes. A. At the meeting I represent the White Star, American, and the Dominion Lines, usually in conjunction with Mr. Ismay.

Q. Now, has any one of those lines received any special benefit from the pool as contracted with the 3308
others that you represent? A. No, sir; I should say we benefit from the pool and the other agreements. The whole structure is really one.

Q. A. A. alone would not be sufficient to maintain the stability of rates. It is only in connection with the agreements that are made with the other lines? A. There have been agreements with regard to third-class business in the past without first and second-class business, but taken as a whole A. A., and the first and second-class agreements are very much more attractive than the situation which went, when only A. A. was put in. We should be very sorry to see the first and second-class agreements cancelled.

Q. I think that we passed over a question I de- 3309
sired to ask you with respect to the fight occasioned by the U. S. Line from New York, with freight. Are you familiar with the fight that was made there? A. I am not.

Q. In substance the Royal Commission reports that subsequent to that fight it was found that trade between the two countries had increased accordingly? A. Subsequently to the fight.

Q. Subsequently to the fight? A. No, I am not acquainted with that.

Q. Do not you think those competitive fights tend to bring about greater energy and intercourse between two countries? A. I doubt it very much, but in any case the United States is taking care that the third class emigrant into the country is not increased too much, are they not? Their policy is rather to restrict emigration.

Q. Would you make the same reply with respect to first and second-class passengers? A. No, sir; I do not think the same conditions apply with respect to first and second-class passengers. Our first-class very largely consists of Americans who come over here for
3311 their holidays.

RE-DIRECT EXAMINATION by Mr. Guiler:

Q. Mr. Cauty, there are one or two other things I want to ask you. I want to know whether you have ever had any practical experience with the control stations between Russia and Germany? A. Do you mean have I personally visited them? No, sir.

Q. So you personally do not know for what reason the individual emigrant is sent back from those control stations to his home, and not allowed to go through? A. I may tell you that personally you
3312 would find very few steamship managers in Liverpool who have been to the control stations.

Q. I was asking your experience? A. I would like to tell you we have had explanations with regard to the control stations which we have every reason to think are true, and my reply to that form of question with regard to the control stations was based on information given to us by our German friends, and with the knowledge of associating the agreements of the other Continental Lines who, I think, are a little closer up to the conditions existing in Germany, and who accept them as correct, and we accepted them as correct.

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Q. When you testify with regard to the control of stations, you testify not from your own knowledge, but from what the Hamburg Line, and the North German Lloyd told you, and the Holland, and the Red Star have told you, and not from personal knowledge? A. As to the White Star Line having had to get a license from the German Government for doing emigration business.

Q. You had no practical experience in crossing the control stations, or in passing them? A. I have not attempted to go through the control stations as an emigrant on any occasion.

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Q. So that if, as has been testified to before in this hearing, the emigrants have been turned back simply because they held Uranium Line tickets and without any further question, you cannot say that it was because they have violated any regulation of the German laws—

Mr. Beecher: I should object to the form of the question as not correctly stating any evidence that has been given.

Mr. Guiler: I understand it has, Mr. Beecher. We put witnesses on the stand here who testified that they were merely questioned what kind of steamship ticket they had and when they said Uranium tickets they were told to go back.

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Mr. Beecher: That may be, Mr. Guiler, but there has been no testimony that the reason has been because they hold Uranium Line tickets, and not because the German regulations prohibited the passage of emigrants holding tickets on lines which have not secured authority to pass their proposed passengers through the control stations.

By Mr. Guiler:

Q. Have you ever studied the laws in regard to passing these control stations or looked them up? A. I think I can produce you the law under which we have our license from Germany?

Q. No, I asked you if you had looked up those laws, and if you can testify from your own knowledge as to the requirements of passing through? A. No, I cannot say personally. I have not studied those laws.

Q. But you got your information from the North
3317 German Lloyd, the Hamburg-American Line, and the Holland-American Line in regard to that? A. And the Red Star Line also.

Q. So that as to those cases we have put in evidence previously you cannot testify from your own knowledge as to the particular reasons why they were turned back? A. No, sir; I cannot, but I have every reason to believe that what I have testified is correct.

RE-CROSS EXAMINATION by Mr. Beecher:

Q. I have one or two questions, Mr. Cauty. You testified in answer to Mr. Crim that in your opinion
3318 without the A. A. and other similar agreements all classes of passenger rates would go down. Is it your opinion that that reduction would be permanent? A. You mean if no agreements were established?

Q. If no agreements were established? A. I do, yes, I think it would be a very very heavy blow on the North Atlantic trade and I think it would be a check to the progress in the conditions on the Atlantic which have been so marked of late years.

Q. Well, now, after those low rates had taken their effect of putting out of business the weaker lines, what would be the—

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Mr. Guiler: I think you are assuming something there, Mr. Beecher.

Mr. Beecher: He is testifying that that is his opinion.

Q. What would be the inevitable result? A. I think in my testimony I said the result of this competition, if it was left to reach its natural conclusion, would be to drive out the weaker lines and secure a monopoly for the stronger lines. Is there any need to say more? We all know what monopoly means.

Q. So that when that situation was reached it might be assumed that not only the accommodation and the service would be less—

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Mr. Guiler: I think he has said all that before.

The Witness: It would not be the millennium. I am sure we need not emphasize the fact that monopoly stands for all that is bad in American eyes. I think the monopoly might be used to the disadvantage undoubtedly of the travelling public and the merchant on both sides.

Q. The result would not in your opinion be favorable in the end to the travelling public, shippers, merchants and anyone else? A. Exactly.

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Q. In considering the cost of carrying passengers in the big ships it was not directly stated, but I assume that the proposition that it would be cheaper to so carry them must be based on the assumption that the ships carry the full complement, or substantially so? A. Yes, I emphasized that too, I think. In answering Mr. Crim, I dealt with large numbers on each individual ship, that one ship carrying 2,000 would carry them just as cheap as 500.

Q. You certainly could not carry a few emigrants on a large ship as cheaply as on a small ship? A. Oh, no.

3322 Q. And in considering the cost of carrying in the large ships you are referring chiefly to the operating case and there would be still taken into account the increased capital charges resulting from the cost of the big ships? A. Undoubtedly that has to be taken into account.

Q. These big ships which carry economically when full may have a capital account two or three, or even five times, larger than that of smaller ships? A. They have undoubtedly.

Q. In relation to the question of the speed of ships; in this connection am I right in supposing it is cheaper
3323 to feed third-class passengers on a comparatively slow voyage rather than pay the coal charges for a quick trip? A. Undoubtedly.

Q. There is nothing much more expensive than speed, and any increase of speed means an enormous increase of the coal cost? A. Not only the coal cost but you take up far more of the ship with engines and boilers.

By Mr. Crim:

Q. Every increase from seven days? A. Undoubtedly

By Mr. Beecher:

3324 Q. Not merely from seven days, but a ship with small engines and a very small coal consumption may cross the ocean in ten or twelve days very much more cheaply than one which crosses in seven or eight days? A. Oh, yes. You get also very much more space. You require less room for engines, boilers and coal. You have a practical example in the "Mauretania" and "Lusitania," that carry practically no cargo at all, and they are 32,000 tons.

Q. You stated, in your opinion, one result of the pool was to enable outside lines to continue in the

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business that would be otherwise impossible. Will you explain exactly how you reach that result? A. Well, I think I can repeat myself in pointing out that when lines are working without agreements, as we have worked in the past, they all appear to be very ready to protect their own trade, and there has been no hesitation in going down to unremunerative rates. We have no reason to believe that if outside competition were to arise again, and there was no agreement, any line that was particularly attacked by such outside competition would at once retaliate and retaliate very severely. In the case of the Uranium Company the

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Holland-American Line is the one particularly affected by the competition, and the Holland-American Company is a company of considerable resources, and a well managed company, and it is not to be conceived that they would calmly submit to the Uranium Company coming in and under-quoting them—that is the pith of the whole thing, an outside company comes in and voluntarily quotes lower rates—without retaliating very severely, and I think they would retaliate very effectively. I think they would be able to drive the outside competition from their port. In the case of the pool we do not fight. The term "fighting steamer" is a misnomer; because if you are fighting you not only receive blows but you give them and

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all we have been doing has been to put on a ship at a rate somewhere about the rate the Uranium Company was charging, not under. I think probably if there had not been the agreement, they probably would have had a fleet of ships sailing against the Uranium Company at less rates.

Mr. Guiler: Objected to as a conclusion, opinion, conjectural and not based on any facts known to the witness as testified to by him.

3328 Q. In other words, what you do is to lessen the blow directed against the Conference Lines by outsiders? A. That is what we do. We say if this ship is left alone at cut rates it will draw a large amount of custom from us, and we put on a ship about the same rate, usually a little higher.

Q. It is self-evident, I suppose, but am I right in understanding the very existence of agreements, of Conference Lines, and stable rates, affords an opportunity to the outsider to fill his vessels with passengers at a lesser rate? With a maintenance of the rates of the Conference Lines he would not be able to

3329 do so? A. That is undoubtedly the case.

Mr. Guiler: Mr. Cauty, the fair share of the business you have spoken of as somewhat smaller is like the Irishman's share of the whiskey—it is at the bottom? A. Oh, no. It is rather interesting when you hear sympathizers of the Uranium Company saying that the Conference ship was put on with the idea of taking all they can get. What do they think the Uranium ship is put on for? The answer is undoubtedly to get all they can. If we put out a ship at a ten dollar rate you could justly accuse us of attacking her unfairly, because we would be using the resources of the Conference Lines on what was mani-

3330 festly a ridiculous rate. But we do not do that; we have never done that. The Conference has kept its rate up almost invariably at a higher level than the Uranium Company. It is the Uranium Company that has set the pace and then squealed because something has followed.

Q. There is one case in evidence where you have gone below already? Can you say as a general thing? A. You say there is one. If you can say there is one case of evidence I am quite satisfied, because we have been fighting for three years, off and on. I won't reply to that.

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Mr. Beecher: Mr. Cauty, in referring to the Uranium Steamship Line and its connection with the Canadian Northern Railway Company, may I ask whether this expression from the memorandum submitted to Congress by President Taft, in signing the Panama bill, meets with your approval: "The difficulty is that the interest of the railroad company is so much larger in its railroad, and in the maintenance of its railroad rates, than in making a profit out of the steamship line, that it can afford temporarily to run its vessels for nearly nothing in order to drive out of the business independent steamship lines, and thus obtain complete control of the shipping in the trade (through the canal), and regulate the rates according to interest of the railroad company"?

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Mr. Guiler: Objected to on the ground that no connection has been shown between the Canadian Northern Railroad and the Uranium Line.

A. Yes. I think that is always a possibility in connection with steamship lines connected with railroad companies.

By Mr. Guiler:

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Q. You agree with President Taft? A. Yes, and I think it is safer to do so.

Mr. Guiler: I think we must thank Mr. Cauty for the frankness with which he has answered all the questions put to him on behalf of the Government.

The Witness: I am very much obliged to you.

Mr. Crim: We are very much obliged to you, Mr. Cauty, for giving us the benefit of your experience.

3334 Mr. Guiler: I offer in evidence, subject to the defendants' objection to any evidence of any agreement or conference other than AA as not within the issues, the following:

Agreement on Scandinavian and Finnish westbound third business, dated Liverpool, August 15th, 1900.

Petitioner's Exhibit 713.

And also the following agreements:
Scandinavian Agreement, dated London, 3rd March, 1910.

Petitioner's Exhibit 714.

3335 Agreement on Scandinavian and Finnish third-class passenger business, including Iceland, dated Liverpool, April 7th, 1910.

Petitioner's Exhibit 715.

Mediterranean Conference, minutes of meeting held at Hotel Meurice, Paris, February 8th, 1909, and other minutes and by-laws thereto annexed.

Petitioner's Exhibit 716.

Agreement E. E. on first and second-class business, dated Liverpool, August 15th, 1910.

Petitioner's Exhibit 717.

3336 Agreement D. D. on Continental third-class business, Westbound, dated Liverpool, August 15th, 1910.

Petitioner's Exhibit 718.

Agreement C. C., dated Liverpool, August 15th, 1910, between the Allan Line, Anchor Line, Cunard Line and other lines therein mentioned.

Petitioner's Exhibit 719.

Special Agreement E, dated 1st January, 1910, and dated also Jena, July, 1910, and also Special Agreement F, thereto annexed.

Petitioner's Exhibit 720. 3337

Agreement H. 2, dated Jena, 29th May, 1908.

Petitioner's Exhibit 721.

By-laws to Agreement B., dated Jena, June 7th, 1910.

Petitioner's Exhibit 722.

By-laws to Agreement W., dated Jena, June 7th, 1910.

Petitioner's Exhibit 723.

Appendix II to Agreement W., dated Jena, August 12th, 1908. 3338

Petitioner's Exhibit 724.

Agreement X., dated London, February 6th, 1908.

Petitioner's Exhibit 725.

Appendix to Agreement X., dated Jena, December 4th, 1909.

Petitioner's Exhibit 726.

Atlantic Conference weekly statistics, December 24th to December 31st, 1909.

Petitioner's Exhibit 727.

Atlantic Conference and Russian East-Asiatic Steamship Company, weekly statistics, 24th December to the 31st of December, 1908. 3339

Petitioner's Exhibit 728.

Agreement on first cabin business, dated London, June 9th, 1898.

Petitioner's Exhibit 729.

Agreement on second cabin business, dated June 25th, 1898, with statement of rates annexed thereto.

Petitioner's Exhibit 730.

3340 Agreement among British Lines on second cabin business, dated 29th June, 1898, with regulations as to agents annexed.

Petitioner's Exhibit 731.

Agreement on Continental business between the British Lines, dated 1st July, 1898, Liverpool.

Petitioner's Exhibit 732.

Agreement on British business, steerage, westbound, in the form of a letter dated September 18th, 1900. with advance on third-class rates annexed, dated September 15th, 1900.

3341 Petitioner's Exhibit 733.

Agreement on Scandinavian and Finnish business, including Iceland, dated Liverpool, December 6th, 1898, with letter annexed, dated September 19th, 1900.

Petitioner's Exhibit 734.

Agreement on Finnish steerage business, dated Liverpool, December 6th, 1898.

Petitioner's Exhibit 735.

Agreement dated June 15th, 1898, on British business, steerage, westbound, and with rules for agents annexed, dated July 1st, 1898, and revised to October
3342 18th, 1900.

Petitioner's Exhibit 736.

Agreement on British business, steerage, westbound, dated Liverpool, June 15th, 1898, corrected to February 10th, 1903, with revised regulations for agents of the North Atlantic Passenger Conference, dated July 1st, 1898, and revised to October 18th, 1900.

Petitioner's Exhibit 737.

Agreement on Scandinavian and Finnish business, including Iceland, steerage, westbound, dated Liver-

pool, December 6th, 1898, and corrected to February 10th, 1903. 3343

Petitioner's Exhibit 738.

Agreement on rules and regulations for agents relating to Scandinavian business, dated December 6th, 1898, and corrected up to February 4th, 1903.

Petitioner's Exhibit 739.

Agreement R., dated London, March, 1905, agreement on first-class business.

Petitioner's Exhibit 740.

Agreement F., corrected in pencil to S., dated London, March, 1905, on second-class business. 3344

Petitioner's Exhibit 741.

Agreement, dated Cologne, May 25th, 1906, on Continental business, with Appendix A., thereto annexed.

Petitioner's Exhibit 742.

Adjourned until Thursday, September 5th, 1912.

Third day.

Thursday, September the 5th, 1912.

Meeting pursuant to adjournment. 3345

Appearances as before.

The Government offers in evidence, subject to the defendants' objection, already stated, "G" File of Circular Letters from H. Peters to the White Star Line, said file beginning with January, 1908, No. 1, and ending with No. 455, said file also containing the letters marked "G. 692" to "G. 1103," inclusive, for January, 1910.

Petitioner's Exhibit 743.

Adjourned to the 10th of October, 1912, at 11 o'clock, in the Federal Building, New York.

3346 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG - AMERIKANISCHE-PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others, Defendants.	Before, Charles E. Pickett, Esq., Examiner.

3347 New York, October 31, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher; by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq.; for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque; by Nelson Shipman, Esq.; for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton; by J. C. Spooner, Esq.; for the Allan Line, *et al.*

3348 Messrs. Lord, Day & Lord; by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq.; for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., personally, for the Russian East Asiatic Company, *et al.*

Mr. Guiler: Mr. Beers has produced certain agreements of the Cunard Line under subpoena, and Mr. Shipman has also produced correspondence of the North German Lloyd Line and certain agreements from the North German Lloyd Line, and also from Oelrichs & Company, under subpoena to Oelrichs & Company, dated the 30th day of October, 1912.

Mr. Beers: Mr. Guiler, will you let it appear on 3349
the record that so far as the Cunard Line is concerned these documents were produced at an earlier hearing and in response to a request made by the Government at that time, in response to a subpoena?

Mr. Guiler: That is correct. I wish to offer these agreements in evidence which have not already been put in evidence.

Mr. Spooner: What traffic do those agreements cover?

Mr. Guiler: They cover saloon business and also steerage business. First and second cabin and steerage.

Mr. Spooner: I object to any evidence in regard to 3350
the first and second cabin.

Mr. Guiler: Under our view of the case and to show up the whole situation, we feel that the first and second cabin business ought to be included also.

Mr. Spooner: As outside of any issue in this case It is confined entirely to steerage traffic, and also so far as they do not relate to eastbound business.

Mr. Beers: Before these are filed I would like to inquire whether it is understood that any testimony taken at these subsequent hearings and any documents offered are taken and filed under the same stipulation that was entered into earlier in the case, that is, that they are subject to all objections as stated in that stipulation? 3351

Mr. Guiler: That is correct.

Mr. Spooner: Except as to the form of the question?

Mr. Beers: Except as to the form of the question.

Mr. Guiler: That is as I understand it.

Mr. Guiler: I offer the typewritten agreements which have already been marked for identification, and ask that the same number be given to them as the identification number.

3352 Mr. Spooner: Is this what was taken in Liverpool?

Mr. Guiler: No, these are produced here by the Cunard Line.

(It was agreed by counsel present that the exhibits heretofore offered for identification be offered in evidence, subject to the defendants' objection, and new numbers given them.)

Mr. Guiler: I offer in evidence Exhibit No. 315 for identification.

Marked Petitioner's Exhibit No. 744.

Also Exhibit Number 317 for identification.

3353 Marked Petitioner's Exhibit No. 745.

Also Exhibit Number 318 for identification.

Marked Petitioner's Exhibit No. 746.

Also Exhibit Number 319 for identification.

Marked Petitioner's Exhibit No. 747.

Also Exhibit Number 320 for identification.

Marked Petitioner's Exhibit No. 748.

Also Exhibit Number 323 for identification.

Marked Petitioner's Exhibit No. 749.

3354 Also Exhibit Number 324 for identification.

Marked Petitioner's Exhibit No. 750.

Also Exhibit Number 325 for identification.

Marked Petitioner's Exhibit No. 751.

Also Exhibit Number 326 for identification.

Marked Petitioner's Exhibit No. 753.

Also Exhibit Number 327 for identification.

Marked Petitioner's Exhibit 753.

Also Exhibit Number 328 for identification. 3355

Marked Petitioner's Exhibit No. 754.

Also Exhibit Number 330 for identification.

Marked Petitioner's Exhibit No. 755.

Also Exhibit Number 331 for identification.

Marked Petitioner's Exhibit No. 756.

Also Exhibit Number 332 for identification, and the addenda on 332.

Marked Petitioner's Exhibit No. 757.

Also Exhibit Number 333 for identification.

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Marked Petitioner's Exhibit No. 758.

Mr. Guiler: Now, I offer in evidence what is known as the beschlusse numbered from 397 to 477, furnished in German, and also a translation thereof, and ask that that be marked in evidence.

Marked Petitioner's Exhibit No. 759.

Also Agreement J, completed copy thereof.

Marked Petitioner's Exhibit No. 760.

Also Agreement K.

Marked Petitioner's Exhibit No. 761.

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Also Agreement E.

Marked Petitioner's Exhibit No. 762.

Also Agreement F.

Marked Petitioner's Exhibit No. 763.

Mr. Spooner: What is that?

Mr. Guiler: The second cabin business. That goes under the same objection.

Mr. Guiler: I offer in evidence Agreement H, revised.

3358 Marked Petitioner's Exhibit No. 764.

Mr. Spooner: This is not any of this that you took at Liverpool?

Mr. Guiler: No, no.

Mr. Guiler: I offer in evidence Agreement M.

Marked Petitioner's Exhibit No. 765.

Mr. Guiler: I offer in evidence also correspondence between the North German Lloyd Line and Oelrichs & Company in New York City, in 1908, as follows:

Translation of cable from Lloyd to Oelrichs & Company, dated January 7th, 1908, reading as follows: "Conference will be held with British Lines Jan. 20,
3359 London. Request also bring Winter."

Marked Petitioner's Exhibit No. 766.

Also translation of cable from Lloyd to Oelrichs & Company, dated January 8, 1908, reading as follows: "Continental Conference London, Jan. 18, preceding Conference with British Lines. Arrange presence."

Marked Petitioner's Exhibit No. 767.

Also translation of letter dated Bremen, February, 25, 1908, addressed to "Dear Mr. Schwab," and beginning with the words, "I arranged with Mr. Winter," and ending with the words, "without the co-operation
3360 of the Russian Lines," signed, "Plettenberg."

Marked Petitioner's Exhibit No. 768.

Also translation of letter dated New York, March 5, 1908, addressed to the "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We beg to acknowledge receipt of your cables of the 3rd inst.," ending with the words, "and Alfred Holt, Galveston, Texas, of same," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 769.

Also translation of letter dated New York, March 13, 1908, addressed, "North German Lloyd, Central Bureau, Bremen," ending with the words, "and Hamburg for April 11th from here," and signed, "Oelrichs & Co." 3361

Marked Petitioner's Exhibit No. 770.

Also translation of letter dated New York, March 16, 1908, addressed, "Baron von Plettenberg, Steerage Dept., Bremen," beginning with the words, "I am in receipt of your favor of the 6th inst.," ending with the words, "I should consider such an understanding as very desirable," and signed, "Gustav H. Schwab."

Marked Petitioner's Exhibit No. 771. 3362

Also translation of letter dated Bremen, March 5, 1908, and addressed, "Dear Mr. Schwab," beginning with the words, "A telegram just received here advises that the SS. 'Saratow,' " ending with the words, "in view of the competition of the Russian Lines," and signed, "Plettenberg."

Marked Petitioner's Exhibit No. 772.

Also translation of letter dated New York, March 16, 1908, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We beg to acknowledge receipt of your cable of the 12th inst.," ending with the words, "we suggest that the fast steamer rate be increased by $2," and signed, "Oelrichs & Co." 3363

Marked Petitioner's Exhibit No. 773.

Also translation of letter dated New York, March 10, 1908, addressed, "Baron von Plettenberg, Steerage Dept., North German Lloyd, Bremen," beginning with the words, "I beg leave to acknowledge the receipt of your valued favor of February 25th," ending with the words, "would clear the situation not only in Europe, but here as well," and signed, "Gustav H. Schwab."

3364 Marked Petitioner's Exhibit No. 774.

Also translation of letter dated Bremen, March 18, 1908, addressed, "My dear Mr. Schwab," beginning with the words, "I am enclosing herewith the two last statements in regard to the pool status," ending with the words, "posted in regard to the result of these negotiations," and signed, "Plettenberg."

Marked Petitioner's Exhibit No. 775.

Also transaction of letter dated New York, March 21, 1908, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of the 20th inst.,"
3365 ending with the words, "and changed our price list accordingly," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 776.

Also translation of letter, dated New York, March 23, 1908, addressed, "North German Lloyd, Central Bureau, Bremen," beginning with the words, "We confirm our respects of the 13th inst.," ending with the words, "Rotterdam and Halifax on the part of the New York & Continental S. S. Co.," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 777.

3366 Also translation of cable from Lloyd to Oelrichs & Company, dated March 24, 1908, beginning with the words, "Advance outward rate New York regular," and ending with the words, "if in direct competition with them."

Marked Petitioner's Exhibit No. 778.

Also translation of letter, dated New York, March 27, 1908, addressed "North German Lloyd, Steerage Department, Bremen," beginning with the words, "We beg to acknowledge receipt of your cable of the 24th inst.," ending with the words, "As no bookings for

them have yet been made," and signed "Oelrichs & Co." 3367

Marked Petitioner's Exhibit No. 779.

Also translation of letter, dated New York, March 30, 1908, addressed, "Baron von Plettenberg, Steerage Dept., Bremen," beginning with the words "I am in receipt of your favor of the 18th inst." ending with the words "against our reduction of $24 on SS. "Barbarossa, April 9th," and signed, "Gustav H. Schwab."

Marked Petitioner's Exhibit No. 780.

Also translation of letter, dated New York, March 30, 1908, addressed, "North German Lloyd, Steerage Department, Bremen," beginning with the words, "We beg to acknowledge receipt of your telegram of to-day," ending with the words, "The Russian East Asiatic S/S Co. or the New York & Continental Line," and signed "Oelrichs & Co" 3368

Marked Petitioner's Exhibit No. 781.

Also translation of letter, dated New York, April 3, 1908, addressed, "North German Lloyd, Central Bureau, Bremen," beginning with the words, "We beg leave to acknowledge receipt of your valued favor of March 20th," ending with the words, "Seydlitz," and confirm our cable to that effect, reading," and signed, "Oelrichs & Co." 3369

Marked Petitioner's Exhibit No. 782.

Also translation of letter, dated New York, April 3, 1908, addressed, "North German Lloyd, Passenger Department, Bremen," beginning with the words, "We confirm our telegram of the first inst.," and ending with the words, "And must then decide what measure we shall take," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 783.

3370 Also translation of letter, dated New York, April 7, 1908, addressed, "North German Lloyd Passenger Department, Bremen," beginning with the words, "We confirm our favor of the 3rd inst., and our telegram of the 4th inst," ending with the words quoted, "'Seydlitz' azarole (April 23rd.)," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 784.

Also translation of letter, dated Bremen, April 13, 1908, addressed, "My dear Mr. Schwab," beginning with the words, "I confirm with thanks, your esteemed favor of the 30th ult.," ending with the words, "Atlantic Conference *pro rata* their participations," and
3371 signed, "Plettenberg."

Marked Petitioner's Exhibit No. 785.

Also translation of letter, dated New York, April 13, 1908, addressed, "Administration of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We confirm our cable and our favor of the 7th inst.," ending with the words, "And gladly note that you agree to this," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 786.

Also letter (translation), dated, New York, April
3372 14, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "The high rate of $40 has now been applied," ending with the words, "First makes itself felt in the high prices," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 787.

Also letter (translation), dated New York, April 20, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We confirm our favor of the 14th inst.,"

ending with the words, "Are at a disadvantage with the Russian Lines," and signed, "Oelrichs & Co." 3373

Marked Petitioner's Exhibit No. 788.

Also letter (translation), dated, New York, April 21, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We confirm our favor of yesterday," ending with the words, "Of course, read '$40 Rate,'" and signed "Oelrichs & Co."

Marked Petitioner's Exhibit No. 789.

Also translation of letter, dated New York, April 21, 1908, addressed, "Baron von Plettenberg, Steerage Dept., Bremen, Germany," beginning with the words, "I beg leave to acknowledge receipt of your favor of the 13th inst.," ending with the words, "The two Russian lines during next month," and signed, "Gustav H. Schwab." 3374

Marked Petitioner's Exhibit No. 790.

Also translation of letter, dated New York, April 27, 1908, addressed, "My dear Mr. Schwab," beginning with the words, "I confirm, with best thanks, your kind letters, addressed to me, of April 13th and 14th," ending with the words, "lists received to Landy in Rotterdam," and signed, "Plettenberg."

3375

Marked Petitioner's Exhibit No. 791.

Also translation of letter, dated New York, April 29th, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We beg to acknowledge receipt of your cable today's date," ending with the words "Made no reduction in our regular eastbound rate," and signed "Oelrichs & Co."

Marked Petitioner's Exhibit No. 792.

Also translation of cable, dated May 2, 1908, from Oelrichs & Company, to Lloyd, Bremen, beginning

3376 with the words, "Refer to your telegram of 29th ultima," and ending with the words, "And more strongly recommend meeting this competition."

Marked Petitioner's Exhibit No. 793.

Also translation of letter, dated, New York, May 4, 1908, addressed, "Management of the North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We hand you enclosed Continental Conference Minutes, No. 172," ending with the words, "We will shortly write you in a separate letter," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 794.

3377 Also translation of letter, dated Bremen, May 4, 1908, addressed, "My dear Mr. Schwab," beginning with the words, "I thank you for your valued favor of April 21st, last," ending with the words, "Status of the N. D. L. V., of May 1st," and signed, "Plettenberg."

Marked Petitioner's Exhibit No. 795.

Also translation of letter, dated Bremen, May 4, 1908, addressed, "Mr. H. Peters, Jena," beginning with the words, "After having transported about 4700 passengers eastbound," ending with the words, "As the best solution of the question," and not signed.

3378 Marked Petitioner's Exhibit No. 796.

Also translation of cable from Lloyd to Oelrichs & Company, dated, May 5, 1908, reads as follows: "It is proposed by Atlantic Conference disqualify-all agents handling continental business to Medit. Lines. Telegraph your opinion."

Marked Petitioner's Exhibit No. 797.

Also translation of cable from Olerichs & Company to Lloyd, Bremen, dated, May 5th, 1908, beginning with the words, "Refer to your telegram of

5th instant," and ending with the words, "refer to Continental Conference rules minutes." 3379

Marked Petitioner's Exhibit No. 798.

Also translation of letter, dated Bremen, May 5, 1908, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "We just received your cable, from which we note that you have reduced the eastbound rate," ending with the words, "Will undoubtedly not occur in the very near future," and signed, "North German Lloyd, Steerage Dept., per Freyer."

Marked Petitioner's Exhibit No. 799.

Also translation of letter, dated, New York, May 9, 1908, addressed, "Management of the North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We hand you enclosed Continental Conference Complaint Committee Report, No. 154," ending with the words, "Must be considered" and signed, "Oelrichs & Co." 3380

Marked Petitioner's Exhibit No. 800.

Also translation of letter, dated New York, May 22, 1908, addressed, "Baron von Plettenberg, Steerage Dept., Bremen," beginning with the words, "I am in receipt of your favor of the 4th inst.," ending with the words, "for sending me statement of the pool status," and signed, "Gustav H. Schwab." 3381

Marked Petitioner's Exhibit 801.

Also translation of letter, dated May 22, 1908, addressed, "Management of the North German Lloyd, Passenger Dept., Bremen," beginning with the words, "In reply to your today's cable," ending with the words, "And, not least, the Italian Lines," and signed "Oelrichs & Co."

Marked Petitioner's Exhibit No. 802.

3382 Also translation of cable, dated, New York, May 22, 1908, addressed, "Wiegand, Carlton, London," beginning with the words, "All Atlantic Conference lines except Cunard," ending with the words, "Believe control now important as competitive rates," and signed "Schwab."

Marked Petitioner's Exhibit No. 803.

Also translation of cable, dated New York, May 22, addressed, "Wiegand, Carlton, London," beginning with the words, "Conferences relative agreement now occurring separately," ending with the words, "Can matter be considered and remedy suggested?" and signed, "Schwab."

3383

Marked Petitioner's Exhibit No. 804.

Also translation of cable, dated, May 25, 1908, addressed, "Wiegand, Carlton, London," beginning with the words, "Whitestar makes condition that if any Meditline enters," ending with the words, "For rates in such event," and signed, "Schwab."

Marked Petitioner's Exhibit No. 805.

Also translation of cable, dated, May 25, 1908, addressed, "Wiegand, Carlton, London," beginning with the words, "Do not agree your view general reduction," ending with the words, "Besides stimulating

3384 business," and signed, "Schwab."

Marked Petitioner's Exhibit No. 806.

Also translation of letter, dated, New York, May 25, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of the 23rd inst.," ending with the words, "And wired A. Schumacher & Co., Baltimore, again of the reduction," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 807.

Also translation of cable, dated May 29, 1908, from Lloyd to Oelrichs & Company, beginning with the words, "Referring to Sanford's cable to Peters," and ending with the words, "Render Cunard Line liable, Breach of Contract." 3385

Marked Petitioner's Exhibit No. 808.

Also translation of cable, dated, May 30, 1908, from Lloyd to Oelrichs & Company, beginning with the words, "Article twenty, by-laws Pool Agreement," and ending with the words, "For new competitors under penalty disqualification."

Marked Petitioner's Exhibit No. 809.

Also translation of cable, dated June 6, 1908, addressed, "Wiegand, Lloyd, Bremen," beginning with the words, "Had long interview Vernon Brown," ending with the words, "Unless receive contrary instructions," and signed, "Helmolt." 3386

Marked Petitioner's Exhibit No. 810.

Also translation of letter, dated New York, June 10, 1908, addressed, "Management of the North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We beg to acknowledge receipt of your today's cable," ending with the words, "The N. D. L. V., or the Continental and British Lines," and signed, "Oelrichs & Co." 3387

Marked Petitioner's Exhibit No. 811.

Also translation of letter, dated, Bremen, July 2, 1908, addressed, "Mr. Gustav H. Schwab, New York," beginning with the words, "We received the final prints of Agreements H2, X, Z," ending with the words, "As soon as we receive the same," and signed, "North German Lloyd, Passenger Dept., V. Helmolt."

Marked Petitioner's Exhibit No. 812.

3388 Also translation of cable from Lloyd to Oelrichs & Company, dated July 4, 1908, reading as follows: "Cable Lloyd steamers selected competitive steamers, July on account of provisions."

Marked Petitioner's Exhibit No. 813.

Also translation of cable from Lloyd to Oelrichs & Company, dated July 9, 1908, reading as follows: "Reduce prepaid rate to $34.50 plus headtax New York express."

Marked Petitioner's Exhibit No. 814.

3389 Also a translation, dated Bremen, July 9th, 1908, addressed to, "Mr. Gustav H. Schwab, New York," reads as follows: "Enclosed we beg leave to hand you one copy of agreements V and W. North German Lloyd."

Marked Petitioner's Exhibit No. 815.

Also translation of letter, dated, New York, July 25, 1908, addressed, "North German Lloyd, Passage Dept., Bremen," beginning with the words, "In the absence of our Mr. Gustave H. Schwab," ending with the words, "Up to date only proofs and corrected proofs," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 816.

3390 Also translation of letter, dated, New York, August 8, 1908, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "As previously reported to you, SS 'Barbarossa,' 6th inst.," ending with the words, "To the refund of the difference to the passengers," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 817.

Also translation of letter, dated, Bremen, August 22, 1908, addressed, "Dear Mr. Schwab," beginning with the words, "I hope you have arrived in New

York in good health and spirits," ending with the words, "Will probably be entered into at the London Conference," and signed, "Heineken." 3391

Marked Petitioner's Exhibit No. 818.

Also translation of cable, dated August 26, 1908, addressed, "Schwab, Oelrichs, N. Y.," beginning with the words, "In Conference meeting Russian East Asiatic," ending with the words, "Leave for Bremen," and signed "Wiegand."

Marked Petitioner's Exhibit No. 819.

Also translation of letter, dated, New York, August 28, 1908, addressed, "Director General Wiegand, North German Lloyd, Bremen," beginning with the words, "I beg leave to acknowledge receipt of your cable of the 26th inst," ending with the words, "A large guaranteed sum of the part of each line," and signed, "Gustav H. Schwab." 3392

Marked Petitioner's Exhibit No. 820.

Also letter (translation), dated Bremen, August 28, 1908, addressed, "Dear Mr. Schwab," beginning with the words, "I wrote you on the 22nd inst.," ending with the words, "Nevertheless, I am very much obliged to him for his attention," and signed, "Heineken."

3393

Marked Petitioner's Exhibit No. 821.

Also translation of letter, dated Bremen, September 1, 1908, addressed, "My dear Mr. Schwab," beginning with the words, "After having again returned here from my trip from Paris," ending with the words, "In Carlsbad to adjust the question," and signed, "Plettenberg."

Marked Petitioner's Exhibit No. 822.

Also translation of letter, dated, September 2nd, 1908, addressed, "Director Heineken, North German

3394 Lloyd, Bremen," beginning with the words, "I am in receipt of your favor of Aug. 22nd," ending with the words, "The Hungarian question with the Cunard Line," and signed, "Gustav H. Schwab."

Marked Petitioner's Exhibit No. 823.

Also translation of letter, dated September 4, 1908, addressed, "North German Lloyd, Passage Dept., Bremen," beginning with the words, "As per cable of the Pool Secretary," ending with the words, "The Russian American Line to this Conference," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 824.

3395 Also translation of letter, dated New York, September 9, 1908, addressed, "Baron von Plettenberg, North German Lloyd, Bremen," beginning with the words, "I am in receipt of your favor of the 1st inst," ending with the words, "the negotiations with the Italian Lines with great interest," and signed, "Gustav. H. Schwab."

Marked Petitioner's Exhibit No. 825.

Also translation of cable addressed New York, September 16, 1908, Wiegand, Palast Hotel, Berlin, beginning with the words, "Telegrams received. Held meeting with Ital lines," ending with words, "This
3396 would be dangerous precedent for future," and signed, "Schwab."

Marked Petitioner's Exhibit No. 826.

Also translation of cable, dated New York, September 17, 1910, addressed, "Wiegand, Palast Hotel, Berlin," beginning with the words, "All lines now prepared to act," and ending with the words, "Who have not received cables," and signed, "Schwab."

Marked Petitioner's Exhibit No. 826 1/2.

Also translation of letter, dated New York, Sept. 26, 1908, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of today," and ending with the words, "Messrs. A. Schumacher & Co., the contents of your cable," and signed "Oelrichs & Co." 3397

Marked Petitioner's Exhibit No. 827.

Also translation of letter, dated, New York, Oct. 16, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "In order to give better and quicker expression to the agreements," ending with the words, "We do not believe they require any further explanation," and signed, "Oelrichs & Co." 3398

Marked Petitioner's Exhibit No. 828.

Also translation of cable from Lloyd to Oelrichs & Co., dated October 24, 1908, beginning with the words, "Conference made Pool agreement with new Scandinavian combine," ending with the words, "Most lines will quote headtax separately."

Marked Petitioner's Exhibit No. 829.

Also translation of letter, dated, New York, Nov. 2, 1908, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," ending with the words, "Account of tomorrow being election day, on Wednesday morning," and signed, "Oelrichs & Co." 3399

Marked Petitioner's Exhibit No. 830.

Also translation of letter, dated New York, November 11, 1908, addressed to "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We confirm the receipt of your today's cable," and ending with the words, "Messrs. A. Schumacher &

3400 Co., Baltimore, and Mr. Alfred Holt, Galveston," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit, No. 831.

Also copy of letter, dated New York, December 4, 1908, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We beg to acknowledge receipt of your telegram of today," and ending with the words, "Messrs. A. Schumacher and Co., Baltimore, and Mr. Alfred Holt, Galveston," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 832.

3401 Also translation of letter, dated New York, February 18th, 1909, addressed, "North German Lloyd, Steerage Passenger Department, Bremen," beginning with the words, "We acknowledge receipt of today's telegram," and ending with the words, "To our agents tomorrow by circular," signed, "Oelrichs & Co."

Marked Petitioner's Exhibit 833.

Also translation of letter, dated Bremen, February 19th, 1909, addressed, "My dear Mr. Schwab," beginning with the words, "I acknowledge, with thanks, receipt of your esteemed letter of the 9th inst.," and ending with the words, "whom I thank for the file promised me, I am." Signed "Plettenberg."

3402 Marked Petitioner's Exhibit No. 834.

Also translation of letter, dated, New York, March 5th, 1909, addressed, North German Lloyd, Steerage Department, Bremen," beginning with the words, "As you can see from the enclosed post card of the White Star Line," and ending with the words, "As well as from England, Finland and Scandinavia." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 835.

Also translation of letter, dated, New York, March 5th, 1909, addressed, "Dear Mr. von Plettenberg."

beginning with the words, "I beg leave to acknowledge receipt of your valued favor of February 19th," and ending with the words, "Which I have noted, and remain, with best regards." Signed, "Gustav H. Schwab." 3403

Marked Petitioner's Exhibit No. 836.

Also translation of letter, dated Bremen, March 29th, 1909, addressed, "Mr. Gustav H. Schwab, New York," beginning with the words, "The Paris negotiations did not have much positive result." And ending with the words, "Through negotiations in regard to the amount of the compensation, etc." Signed, "V. Helmott." 3404

Marked Petitioner's Exhibit No. 837.

Also translation of letter, dated, Bremen, March 30th, 1909, addressed, "Dear Mr. Schwab," beginning with the words, "Returned from Paris, I am glad to be able to report to you that we have advanced quite a step with the Cunard Line," and ending with the words, "in view of the eastbound figures, which could hardly be called unimportant." Signed, "Heineken."

Marked Petitioner's Exhibit No. 838.

Also translation of letter, dated New York, April 9th, 1909, addressed, "Director Heineken, North German Lloyd, Bremen," beinning with the words, "I acknowledge receipt of your favor of March 30th," and ending with the words, "The representatives of the Steamship companies here are generally favorably disposed toward an increase of $3. I am, with best regards." Signed, "Gustav H. Schwab." 3405

Marked Petitioner's Exhibit No. 839.

Also translation of letter, dated, New York, April 12th, 1909, addressed, "Director C. von Helmolt, North German Lloyd, Bremen," and beginning with

3406 the words, "I beg leave to acknowledge receipt of your valued favor of March 29th," and ending with the words, "so that you can send it to the Cunard Line if you desire. I am, with best regards." Signed, "Gustav H. Schwab."

Marked Petitioner's Exhibit No. 840.

Also translation of letter, dated Bremen, April 21st, 1909, addressed, "Mr. Gustav H. Schwab, c/o Oelrichs & Co., New York," beginning with the words, "I wrote you last on the 15th inst., and received in the meantime your kind letters of the 9th and 12th inst.," and ending with the words, "And I am glad that
3407 the endeavors of the 'Small Committee' have been successful in this regard." Signed, "Heineken."

Marked Petitioner's Exhibit No. 841.

Also translation of letter, dated, Bremen, April 21st, 1909, addressed, "Messrs. Oelrichs & Co., New York," and beginning with the words, "In conformity with A. C. Resolution, 106, the steerage rate for nursing infants, beginning with July 1st," and ending with the words, "Messrs. Schumacher & Co., and Alfred Holt, were notified direct by us." Signed, N. G. L."

Marked Petitioner's Exhibit No. 842.

Also letter, dated, New York, April 27th, 1909,
3408 addressed, "North German Lloyd, Steerage Passenger Department, Bremen," beginning with the words, "For routine's sake we beg to acknowledge receipt of your cable of the 14th inst.," and ending with the words, "As you will have seen from the circulars and price lists which you have received in the meantime." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 843.

Also translation of letter, dated, Bremen, June 10th, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "A short time ago the ques-

tion of the Cancellation fee for Prepaids was taken up in the Atlantic Conference," and ending with the words, "We would thank you to let us know how the matter has been settled there." Signed, "N. G. L." 3409

Marked Petitioner's Exhibit No. 844.

Also translation of letter, dated, Bremen, July 12th, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "We beg to call your attention to the fact we must account for those steerage passengers," and ending with the words, "Which call for passengers living in the above-mentioned countries, respectively territories." Signed, "North German Lloyd."

3410

Marked Petitioner's Exhibit 845.

Also translation of letter, dated New York, August 2nd, 1909, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We beg to acknowledge receipt of your favor of July 21st," and ending with the words, "We will advise you of the result." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 846.

Also translation of letter, dated, New York, August 16th, 1909, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your telegram of the 15th inst.," and ending with the words, "And accordingly reduce our prepaid rate for the mail steamer from $41 to $38.50, plus the head tax of $4." Signed, "Oelrichs & Co." 3411

Marked Petitioner's Exhibit No. 847.

Also translation of letter, dated Bremen, August 26th, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "As the steerage passengers, who are transported via our New York-Mediterranean Line must be included," and ending

3412 with the words, "For steerage via New York-Mediterranean Line in view of the double charge." Signed "N. G. L."

Marked Petitioner's Exhibit No. 848.

Also translation of letter, dated, Bremen, August 28th, 1909, addressed, "Dear Mr. Schwab," beginning with the words, "I beg to submit herewith the information promised you," and ending with the words "Against the New York mail steamers would be established." Signed, "Plettenberg."

Marked Petitioner's Exhibit 848 1/2.

3413 Also translation of letters, dated, New York, Sept. 6th, 1908, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your favor of August 26th," and ending with the words, "Under the conditions prevailing here this cannot be changed." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 849.

Also translation of letter, dated New York, Sept. 11th, 1909, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "Which we immediately com-
3414 unicated to Messrs. A. Schumacher & Co., Baltimore, by telegram and letter." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 850.

Also translation of letter, dated Bremen, September 22nd, 1909, addressed, "Messrs. Oelrichs & Co., New York," and beginning with the words, "It would please us very much if you would use your endeavors that we are also considered," and ending with the words," the steamers of the Minus Parties must be considered first." Signed, "N. G. L."

Marked Petitioner's Exhibit No. 851.

Also translation of cable from Oelrichs & Co., dated Sept. 25th, 1909, addressed, "Lloyd, Bremen," reading as follows: "Refer to our letter of the 16th ultimo; tariffs issued August 16th cancelled withdrawn owing to an error reprinted September 14th." 3415

Marked Petitioner's Exhibit No. 852.

Also translation of letter, dated, Bremen, Sept. 27th, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "We confirm receipt of your yesterday's cable," and ending with the words, "We must urgently beg you to see to it that such mistakes are not made in the future." Signed, "N. G. L."

3416

Marked Petitioner's Exhibit No. 853.

Also translation of letter, dated New York, October 4th, 1908, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "At the time of our difference with the Italian Line in the spring and summer of 1908," and ending with the words, "On account of the fact that the difference between the lines had subsequently been adjusted." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 854.

Also translation of letter, dated, New York, Oct. 7th, 1909, addressed, "Management of the North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your favor of Sept., 22nd," and ending with the words, "Whenever the opportunity offers we will, of course, remember your request." Signed, "Oelrichs & Co." 3417

Marked Petitioner's Exhibit No. 855.

Also translation of letter, dated Bremen, October 13th, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "We received your esteemed favor of the 4th inst.," and ending with the

3418 words, "Will now wait and see if they approach us in this matter." Signed, "North German Lloyd."

Marked Petitioner's Exhibit No. 856.

Also translation of letter, dated, New York, October 27th, 1909, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "Our own corrected price circulars will be sent to our agents tomorrow." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 837.

3419 Also translation of letter, dated, New York, October 30th, 1909, addressed, "Management of North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your favor of the 13th inst.," and ending with the words, "Only incite these agents to further steps and measures. We await your reply." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 858.

Document, dated, New York, October 30th, 1909, headed, "Continental Conference," beginning with the words, "Fines imposed by Continental Conference Lines upon certain of their agents during 1908, for
3420 selling Continental tickets eastbound via Genoa, etc."

Marked Petitioner's Exhibit No. 859.

Also translation of letter, dated New York, November 5th, 1909, addressed, "Management of North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We hand you enclosed two copies of the Minutes of the American Atlantic Conference, Meeting July 29th, No. 15," and ending with the words, "The contents hardly require any further explanation." Signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 860.

Also translation of letter, dated, New York, November 12th, 1909, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your yesterday's cable," and ending with the words, "Under prevailing conditions and hindered the entire prepaid business for our steamers." Signed, "Oelrichs & Co." 3421

Marked Petitioner's Exhibit No. 861.

Also translation of letter, dated, Bremen, November 29th, 1909, addressed, "Mr. Gustav H. Schwab, New York," beginning with the words, "I returned on Saturday from the Atlantic Conference in London," and ending with the words, "So that it is possible that the matter will yet be adjusted." Signed, "Heineken." 3422

Marked Petitioner's Exhibit No. 862.

Also translation of letter, dated, Bremen, December 13th, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "The position per December 7th, is as follows," etc. Signed, "North German Lloyd, Steerage Department, (signed) Seyde."

Marked Petitioner's Exhibit No. 863.

Also translation of letter, dated Bremen, December 21st, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "The position per December 15th, is as follows," etc. Signed, "North German Lloyd, Steerage Department (signed) Plettenberg." 3423

Marked Petitioner's Exhibit No. 864.

Also translation of letter, dated, Bremen, December 31st, 1909, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "The position for December 23, 1909, will be as follows," etc. Signed, "North German Lloyd, Steerage Department (signed) V. Vignau."

3424 Marked Petitioner's Exhibit No. 865.

Also translation of letter, dated, New York, January 3, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledging receipt of your cable of December 31st," and ending with the words, "Messrs. A. Schumacher & Co., Baltimore, both by letter and wire," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit 866.

Also copy of a cablegram, dated, January 18th, 1910, addressed to Lloyd Bremen, reading, "What do you propose Third Cabin Rates Eastbound Westbound
3425 George Washington?" and not signed.

Marked Petitioner's Exhibit No. 867.

Also translation of letter, dated, New York, January 20, 1910, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "In our cable of the 18th inst.," and ending with the words, "In view of the increase in the steerage rate for the Mail Steamers, and await your reply hereto," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 868.

Also translation of letter, dated, New York, January 24, 1910, addressed, "North German Lloyd, Pas-
3426 senger Dept., Bremen," beginning with the words, "We confirm our cable of the 18th inst.," and ending with the words, "Plus head tax from there for the III Cabin on 'George Washington,'" and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 869.

Also translation of letter, dated Bremen, 24th January, 1910, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "In reply to your cable of the 18th inst we wired you as follows," and ending with the words, "We would request you to note

accordingly on the Prepaid Rate," and signed, "N. G. L." 3427

Marked Petitioner's Exhibit No. 870.

Also translation of letter, dated, New York, Jan. 31, 1910, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of today," and ending with the words, "Cabin Prepaid Rate for 'George Washington,' from $46 to $43.50, plus the head tax," and signed "Oelrichs & Co."

Marked Petitioner's Exhibit No. 871.

Also translation of letter, dated, New York, February 2, 1910, addressed, "North Grman Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your favor of Jan. 24th," and ending with the words, "In the III Cabin have been stopped by us and forbidden owing to former advice," and signed, "Oelrichs & Co." 3428

Marked Petitioner's Exhibit No. 872.

Also translation of letter dated, "New York, March 11, 1910," addressed "North German Lloyd, Passage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "with an outward steerage rate of $27, less $2 Commission," and signed "Oelrichs & Co." 3429

Marked Petitioner's Exhibit No. 873.

Also translation of letter dated Bremen, May 6th, 1910, addressed "Messrs. Oelrichs & Co., New York," beginning with the words, "Director Heineken, who is at present in Paris attending various meetings," and ending with the words, "We shall communicate with you as soon as his answer comes to hand," and signed, "N. G. L."

3430 Marked Petitioner's Exhibit 874.

Also translation of letter dated New York, May 6, 1910, addressed, "The North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "by wire of the part they are interested in and also wrote them," and signed "Oelrichs & Co."

Marked Petitioner's Exhibit 875.

Also translation of letter dated Bremen, May 9, 1910, addressed "Messrs. Oelrichs & Co., New York," and beginning with the words, "We cabled you today
3431 as follows," and ending "III Class of SS 'George Washington,' for the following trips at the increased rate," and signed, "N. G. L."

Marked Petitioner's Exhibit No. 876.

Also translation of letter dated, "New York, May 20, 1910," addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your favors of the 6th and 9th inst.," and ending with the words, "To fill the third cabin of SS 'George Washington,' at the advanced rate," and signed "Oelrichs & Co."

Marked Petitioner's Exhibit No. 877.

3432

Also translation of letter dated, "New York, June 8, 1910," addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "Quite a number of agents will only take advantage of the reduction to change the tickets already sold at $27 to $24," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 878.

Also translation of letter dated, "New York, June 16, 1910," addressed, "North German Lloyd, Steerage

Dept., Bremen," beginning with the words, "We ac- 3433
knowledge receipt of your today's cables," and ending with the words, "And will, accordingly, quote a steerage rate for SS "Main June 23rd from here to Bremen, of $27," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 879.

Also translation letter dated, "New York, July 2, 1910," addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "And the warm weather, the greater number of offices and, therefore, the printers also, have closed today," and signed, "Oelrichs & Co." 3434

Marked Petitioner's Exhibit No. 880.

Also translation letter dated, "New York, July 6, 1910," addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "The reduction comes too late to communicate the same today to the Agents by means of circulars," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 881.

Also translation of letter dated, "New York, July 15, 1910," addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We ac- 3435
knowledge receipt of your today's cable," and ending with the words, "And have, therefore, put in force the reduced rate of $27 for SS "Bremen,' July 21st from here to Bremen," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit 882.

Mr. Shipman: At this point, I desire to offer in evidence, translation of letter dated Bremen, July 18, 1910, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "We have decided to reduce the III Class Eastbound rate," and ending with

3436 the words, "We await your acknowledgement of receipt and remain," and signed, "N. G. L."

Marked Defendant's Exhibit No. 1.

Mr. Guiler: I also offer in evidence translation of letter dated New York, July 19, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of the 12th inst.," and ending with the words, "For SS 'Bremen,' July 21st, from here to Bremen," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit 883.

3437 Mr. Shipman: At this point, I desire to offer in evidence, translation of letter dated New York, July 26, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your favor of the 18th inst.," and ending with the words, "In order to keep step with the Hamburg steamers," and signed, "Oelrichs & Co."

Marked Defendant's Exhibit 2.

Mr. Guiler: I also offer in evidence translation of letter dated New York, July 26, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of

3438 your cable of today," and ending with the words, "Prinz Friedrich Wilhelm, August 4th from here to $27," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 884.

Also translation of letter dated New York, August 1, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We confirm receipt of today's cable," and ending with the words, "By telegram as also circular of this," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 885. 3439

Also translation of letter dated New York, Aug. 17, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "Enclosing the usual circular, and remain," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 886.

Also translation of letter dated New York, August 18, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "And have only followed the 3440
example of other lines, which again include Messina," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 887.

Also translation of letter dated New York, August 23, 1910, addressed, "North German Lloyd Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of the 23rd inst.," and ending with the words, "We advised our agents of this reduction, enclosing the usual circulars, and remain," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 888.

3441

Also translation of letter dated New York, Aug. 25, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of today," and ending with the words, "And Bremen to Philadelphia to $34," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 889.

Also translation of letter dated New York, August 29, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We

3442 acknowledge receipt of your today's cable," and ending with the words, "Circulars would have no more effect," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 890.

Also translation of letter dated New York, Sept. 9, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "And the III Class Rate to $40 per person," and signed "Oelrichs & Co."

Marked Petitioner's Exhibit No. 891.

3443 Also translation of letter dated New York, Sept. 19, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "As there is a prospect of our eventually receiving," and ending with the words, "We cannot demand the full steerage space," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 892.

Also translation of letter dated New York, Oct. 5, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "In looking through the Eastbound," and ending with the words, "We mention this in the way of routine, and remain," and signed, "Oelrichs & Co."

3444

Marked Petitioner's Exhibit No. 893.

Also translation of letter dated New York, Oct. 6, 1910, addressed, "North German Lloyd, Passenger Dept., Bremen," and ending with the words, "Baltimore and Mr. Alfred Holt, Galveston, of this. We remain," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 894.

Also translation of letter dated Bremen, October 7, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "Complement our reduction

of the steerage rate for fast steamers," and ending with the words, "As this has not been done hitherto," and signed, "N. G. L." 3445

Marked Petitioner's Exhibit No. 895.

Also translation of letter dated New York, Oct. 7, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "Plus head tax," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 896.

Also translation of letter dated New York, Oct. 7, 1910, addressed, "North German Lloyd, Passenger Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable today," and ending with the words, "And its predecessors," and signed, "Oelrichs & Co." 3446

Marked Petitioner's Exhibit No. 897.

Also translation of letter dated New York, Oct. 11, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We confirm our favor of Oct. 7th, and acknowledge receipt of your today's cable," and ending with the words, "The competition is offering a price of $25 less $3 and $4," and signed, "Oelrichs & Co." 3447

Marked Petitioner's Exhibit No. 898.

Also a translation of letter dated New York, Oct. 18, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "And also publish the same in our price list," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 899.

3448 Also a translation of letter dated New York, Oct. 22, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We acknowledge receipt of your cable of the 21st inst.," and ending with the words, "Which we immediately communicated to the interested agents," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 900.

Also a translation of letter dated New York October 24, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of today's date," and ending with the words, "Which we immediately
3449 communicated to the agents interested," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 901.

Also a translation of a letter dated New York, October 26, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your cable of the 26th inst.," and ending with the words, "Philadelphia and Galveston to $31.50. We remain," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 902.

3450 Also a translation of letter dated New York, Nov. 1, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," beginning with the words, "We acknowledge receipt of your today's cable," and ending with the words, "Which we immediately communicated to the agents interested," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 903.

Also a translation of letter dated Bremen, Nov. 17, 1910, addressed, "Messrs. Oelrichs & Co., New York," beginning with the words, "We beg to advise

that in view of our pool," and ending with the words, "For the present, we wish to continue the rate of $39." 3451

Marked Petitioner's Exhibit No. 904.

Also a translation of letter dated New York, Nov. 22, 1910, addressed, "North German Lloyd, Passenger Dept., Bremen," and beginning with the words, "In looking through your prospectus of Oct. 27th," and ending with the words, "So that we can change our price list accordingly," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 905.

Also translation of letter dated New York, Nov. 25, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We acknowledge receipt of your favor of the 17th inst.," and ending with the words, "For the present, on account of your position. We remain," and signed, "Oelrichs & Co." 3452

Marked Petitioner's Exhibit No. 906.

Also translation of letter dated New York, Nov. 25, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We refer to our favor of October 4th, 1909," and ending with the words, "Lines to refuse the refund of the penalties to the agents, on the part of the Continental Conference," and signed, "Oelrichs & Co." 3453

Marked Petitioner's Exhibit No. 907.

Also translation of letter dated New York, Dec. 3, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We acknowledge receipt of your cable of today," and ending with the words, "Both by wire and letter," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 908.

3454 Also translation of letter dated Bremen, Dec. 5, 1910, addressed, "Messrs. Oelrichs & Co., New York," and beginning, "We received your telegram as also your letter of November 25th," and ending with the words, "That the back payments of this firm have been collected by the Conference," and signed, "N. G. L."

Marked Petitioner's Exhibit No. 909.

Also a translation of letter dated Bremen, Dec. 6, 1910, addressed, "Messrs. Oelrichs & Co., New York," and beginning with the words, "In reply to your favor of the 22nd ulto.," and ending with the words, "As is also quoted by the Hapag," and signed, "N. G. L."

3455

Marked Petitioner's Exhibit No. 910.

Also translation of letter dated New York, Dec. 16, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the words, "We acknowledge receipt of your favor of the 5th inst.," and ending with the words, "To establish a competition so serious for us," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 911.

Also a translation of a letter dated New York, Dec. 30, 1910, addressed, "North German Lloyd, Steerage Dept., Bremen," and beginning with the

3456 words, "We confirm receipt of your yesterday's telegram," and ending with the words, "Proceeds on its trip on Tuesday," and signed, "Oelrichs & Co."

Marked Petitioner's Exhibit No. 912.

Mr. Guiler: I have here, certain letters produced by the White Star Company, which I desire to put in later.

Mr. Spooner: Have they been produced here?

Mr. Guiler: They have been produced here, yes; I suppose that may be done, Mr. Burlingham?

Mr. Burlingham: Yes.

Mr. Guiler: Then there are circular letters of Mr. 3457
Peters which were produced at the hearing at Liverpool and about which I desire to confer with Mr. Dorr, produced by Mr. Ismay. These have already been marked in evidence in Liverpool as a body and now I wish to confer with Mr. Dorr in regard to the same, and possibly eliminate some that we do not think material. There are other minutes of the meetings of the Atlantic Conference held in Liverpool, the North Atlantic Passenger Conference, which have already been marked in evidence, but which I desire also to go over later, and possibly eliminate the greater part of them. That may be done, may it not?

Mr. Beecher: Yes.

Mr. Dorr: Mr. Beers, as I recall it, earlier in the 3458
case, the Cunard Company in answer to certain subpoenas stated that a search had failed to show in their files papers which came within the terms of the subpoena, is that correct, Mr. Beers?

Mr. Beers: That is my recollection. We produced all the documents in the office of the agents here in New York, which could be found and it is my recollection that we offered to produce anything called for from Liverpool, if on looking over the record, the Government finds anything that was not supplied at that time that we can supply, and if you will let me know, I will produce it.

Mr. Guiler: I would like to have on the record, also, 3459
that the Hamburg American Line will produce certain letters and correspondence called for by the subpoena issued sometime prior to this, and I would like to reserve the right to put that correspondence in later.

Mr. Spooner: That is being collated and will be translated. It was just about the time we broke up and I supposed it had been delivered to you. If it is not, I will see that it is. It is in my office. It all relates to the fighting ship business as I recollect it.

3460 Mr. Dorr: As to these letters that have been produced by Mr. Shipman, or copies of them, it would hardly seem necessary to have them written out by the stenographer, and with the consent of counsel, they will be sent directly to the printer.

Mr. Spooner: You consider those taken in the testimony at Liverpool already in evidence?

Mr. Guiler: Yes.

Mr. Dorr: As I recall it, there was a stipulation that the testimony might be taken at Liverpool.

Mr. Spooner: A stipulation that Mr. Ismay's testimony might be taken.

Mr. Guiler: And any other witness that the Govern-
3461 ment desires. I understand that was so.

Mr. Spooner: No, sir; not to my recollection.

Mr. Dorr: Have you any objection to Mr. Cauty's testimony?

Mr. Spooner: I have not seen it.

Mr. Beers: On page 936, I said, "I should like to have it appear on the record that the examination to be had in Liverpool is only for the purpose of taking the testimony or deposition of Mr. Ismay, and of such experts as to foreign law as Mr. Burlingham may desire to call.

"Mr. Guiler: Also that the examination of Mr. Ismay will undoubtedly entail a calling for various papers and documents at the same time as the exam-
3462 ination is going on," and I said, "I would like to enquire on the record as to the date of the next hearing which is to be had in New York after the testimony of Mr. Ismay has been taken in Liverpool."

Mr. Guiler: And I think Mr. Spooner said at that time, that any other witness we might think it necessary to take the testimony of, he would not object to it.

Mr. Bullowa: I want to reserve an objection to that testimony. Whether I shall insist upon it later or not, I will notify the Government.

Mr. Spooner: I don't want to make any point on it, and I do not mean to if I can just look over the testimony, which I will proceed to do. I want to reserve the right to move to strike out the testimony taken at Liverpool, except Mr. Ismay's. 3463

Hearing adjourned until Friday, November 1st, 1912, at 11 o'clock, A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, 3464

against

HAMBURG - AMERIKANISCHE-PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others, Defendants.

Before:

Charles E. Pickett, Esq., Examiner.

New York, November 1, 1912.

Hearing resumed pursuant to adjournment. 3465

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., for Petitioner.

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., personally for the Russian East Asiatic Company, *et al.*

1155

3466 Mr. Bullowa: I think before this proceeding goes on, I shall put on the record that Mr. Beecher stated he understood this hearing this morning was simply for the purpose of respondents, if they desired, to put on a witness and that when he found out he could not secure the witness he had made other engagements, and told me he was going up to General Sessions and that Mr. Burlingham would be engaged before Judge Ward on a motion in the Titanic matter.

Mr. Dorr: Did he ask to have an adjournment; do you ask that for him now?

Mr. Bullowa: I do not want to make any request in his behalf; I only want to put down his understanding of it.

3467 Mr. Bradley: Are you authorized to make any request on his behalf?

Mr. Bullowa: I don't know that I am.

Mr. Bradley: Do you know that you are not?

Mr. Guiler: I think the hearing was put over until this morning; that is what you asked.

Mr. Bullowa: No; my understanding was—I won't be positive that it is correct—my understanding was, and confirmed by Mr. Beecher, that the Government had rested yesterday, and that the hearing would be adjourned until November 11th, but that if we desired a hearing this morning to put on a witness, we should have the right to do so.

3468 Mr. Dorr: I think the record will show the Government rested and subsequently by consent of counsel, and before that was recorded, the Government stated it might desire to offer other evidence.

Mr. Beers: That was my understanding of it.

Mr. Bradley: That is my recollection of what took place.

Mr. Dorr: I think in the absence of any authorized appearance for Mr. Beecher and Mr. Burlingham, perhaps an adjournment might be taken without proceeding with the examination of the witness.

3469

Mr. Beers: I ought to state on the record that on hearing from the United States Attorney this morning, I communicated with Senator Spooner personally on the telephone and he requested that the hearing this morning, proceed. I told him it was the purpose of the Government to examine Mr. Winter, and all the Senator asked was that his right to cross-examine be reserved.

Mr. Dorr: I have no objection to that.

Mr. Bullowa: I reserve the right to cross-examine for Mr. Beecher as well. Is that understood, Mr. Dorr?

3470

Mr. Dorr: Well, it seems to me that Mr. Winter is a witness who can readily be called by the defendants and any matters they desire to bring out—it seems to me that the cross-examination of Mr. Winter as a witness, the witness being in the employ of the defendants, he can readily be called by the defendants if they desire to examine him.

Mr. Beers: I think I can agree on behalf of Mr. Winter that he will appear at the request of any of the defendants for examination.

Mr. Winter: Certainly.

HERMANN WINTER, sworn on behalf of the Petitioner, testified as follows: 3471

Direct-examination by Mr. Dorr:

Q. Mr. Winter, what was your occupation in 1908? A. I was with the North German Lloyd as passenger manager.

Q. How long have you been with the North German Lloyd? A. Since 1885.

Q. With what department of the business were you connected during that time? A. Practically, entirely the Passenger Department, and gradually assuming the management of the office.

3472 *Hermann Winter*

Q. In 1908, did you become a member of the so-called Small Committee? A. I did.

Q. What time in 1908 was that? A. Approximately in May, I should say; May or June, for a term of three months.

Q. Were you present at a meeting at which this Small Committee was designated? A. The Small Committee was practically designated under cable instructions from the other side.

Q. Will you state the circumstances in your own way, Mr. Winter, as to the method by which you were
3473 designated to become a member of the Small Committee? A. The companies on the other side desired that certain competition be met on this side—

Q. Will you just confine your answer to the method by which you were designated? A. And cabled instructions here that a committee of three be appointed.

Q. To whom were those instructions sent? A. To all the lines here.

Q. Were they communicated to your line in that letter or were general instructions sent to a common agent to notify the various lines? A. There were two or three cables received here by the various lines.

Q. What did those lines then do? A. Met in the Conference rooms.

3474 Q. They were accustomed, were they not, to meet in conference? A. To discuss business affairs, yes.

Q. And that was at one of these meetings of the Conference that this matter of the designation of the Small Committee was taken up? A. It was.

Q. And what was the Conference at which it was taken up; what was the name of that Conference? A. The Continental Conference.

Q. Continental or Atlantic? A. Continental.

Q. What lines did the Continental Conference include at that time? A. Hamburg American, North German Lloyd, the Red Star, Holland America Line, French Line, the Russian American Line.

3475

Q. Was there any representative of the White Star Line present at that meeting? A. Indirectly, in the Red Star.

Q. Any representative of any other British Line? A. No, I believe not.

Q. Was a Mr. Lawson Sandford, the secretary of the Conference, present as secretary of the Conference? A. Yes, as secretary of the Conference.

Q. Did he record the proceedings of what occurred at that meeting? A. Merely the designation of the committee.

Q. Did the instructions which had been received from the various lines abroad which were discussed at this Conference, include the designation of any particular persons to act on this Small Committee? A. No; they were to be named here.

3476

Q. It was, then, a matter of discussion at this meeting of the Conference as to what persons should be made members of this Small Committee? A. No; the various interests in the business were selected to represent us on the committee, for representation on the committee.

Q. I don't quite catch that, Mr. Winter? A. Well, the Continental Lines interested in Continental business, then the British Lines as far as they were represented in that connection.

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Q. The representatives of these various lines at this meeting of the Conference discussed what persons should be designated? A. What interests.

Q. What interests should be represented? A. What interests should be represented.

Q. And then, if for instance, the North German Lloyd, it was decided that the North German Lloyd should be represented, then it was left to the North German Lloyd to designate the particular person who should represent it, is that it? A. No, not in that way. The North German Lloyd and the Hamburg

3478 *Hermann Winter*

American Line represented the larger Continental interests, and were to have a representative on the committee.

Q. How was the particular person who should represent them to be designated? A. That was a matter of experience; his business experience.

Q. Who selected him, the various persons who were assembled at the Conference? A. Yes.

Q. It was not left to the line to designate the particular person? A. No.

Q. At that meeting, they discussed what interests
3479 should be represented on this Small Committee, that is, what line and what person should represent those particular interests? A. Yes.

Q. And what persons were selected at that meeting? A. Mr. Lederer, Hamburg American Line; Mr. Nyland for the Holland America Line, and myself.

Q. How long did that personnel serve? A. The arrangement was one member to serve three months, another for two months, and the last for one month, so that all the lines might rotate.

Q. What other lines were represented on that Small Committee from time to time, other than the ones which you have mentioned? A. Subsequently, the
3480 American Line was represented through Mr. Farley, the Russian American Line through Mr. Strauss, Mr. Farley would be representative for the White Star.

Q. The White Star, as well as the American? A. Yes.

Q. Was any specific authority conferred upon this Small Committee at this meeting of the Conference at which the persons who were to be members of that committee were designated? A. During the first term, the committee had authority to select a steamer and to suggest a rate.

3481

Q. Was that power conferred by action of the various lines which were represented at the Conference here, or was that power conferred under explicit instructions from abroad? A. Under cabled instructions from abroad.

Q. The instructions, then, were in substance, that a committee should be selected? A. Exactly.

Q. And that it should have the power to designate a ship and suggest the rate? A. Suggest the rate.

Q. At which that ship should operate? A. Yes.

Q. And the rate was to be applicable to the steerage passengers only? A. Third-class passengers.

3482

Q. Third-class passengers only? A. Yes. You see, the lines judged the committee being on the spot would be better able to judge the matter.

Q. And the ship was to be designated which should sail at or about the time of the sailing of a steamer of a line which was not a member of the Conference? A. Of a competing line that was cutting into business.

Q. Of a line which was not a member of the Conference? A. Yes.

Q. What lines were there at that time which were not members of the Conference? A. More particularly the North West Transport Company.

3483

Q. That was the only line doing a steerage business in the North Atlantic trade that was not represented directly or indirectly in the Conferences you have mentioned? A. Practically.

Q. After the designation of this Small Committee, did that Committee hold meetings? A. Not regular meetings.

Q. Didn't the various members confer formally or informally? A. As the other line designated a steamer and published a rate, we met and consulted.

Q. As to what should be done? A. As to what shall be done.

3484 *Hermann Winter*

Q. Did the competing lines which you have mentioned from time to time, publish sailings and publish rates for steerage passengers on those sailings? A. They had not at that time, a fixed sailing list or fixed rate.

Q. Did they, from time to time, publish the fact that there would be a sailing? A. Yes.

Q. And that there would be a rate which was applicable to that particular sailing? A. Exactly.

Q. From time to time, then, your Committee ascertained that the competing line had so announced
3485 a sailing and published a rate? A. Yes.

Q. On learning of that, did your Committee designate a ship belonging to one of the lines which was a member of the Conference, and suggest a rate which should be published for that steamer? A. Yes.

Q. And that was the regular course of the business of that Committee? A. Yes.

Q. While you were a member of it? A. Yes, sir.

Q. You have used the word, "suggest," Mr. Winter, were the suggestions of the Small Committee as to the rate, followed by the lines to whom the suggestions were made? A. They usually were adopted.

Q. Do you recall any case in which they were not followed? A. Yes.

3486 Q. What was the procedure in those cases? A. That had to be reported to its home office and they raised an objection.

Q. And that objection was reported back to the Small Committee? A. No, they were allowed to proceed then and adopt the rate they chose.

Q. Was the fact of their objection indicated to the Small Committee? A. Yes; the line would say we object. Some lines objected to having their steamers designated.

Q. And would state the grounds of their objection? A. They would say they did not want to participate.

3487

Q. What lines were those? A. The Cunard Line one.

Q. What others? A. The White Star objected to this designation.

Q. The White Star Line did accept designations? A. It subsequently did; yes.

Q. Subsequently? A. Not for that very vessel possibly; for other vessels.

Q. Were there any other lines that objected to the designation? A. No. On the contrary, some of them asked for the designation.

Q. What lines asked for the designation? A. The Baltimore interests asked for the designation; the Canadian interests. 3488

Q. The Baltimore interests; what lines were they? A. They felt they were being affected.

Q. What lines do you refer to? A. The North German Lloyd; the Baltimore interest.

Q. The North German Lloyd is what you refer to as the Baltimore interests? A. Yes; the Canadian Pacific.

Q. To Hamburg? A. The Hamburg Line from Philadelphia.

Q. The Canadian Pacific? A. The Canadian Pacific from Montreal.

Q. Any others? A. The Allan Line from Montreal. 3489

Q. Any others? A. Not that I know of.

Q. They asked to be designated? A. To be designated.

Q. Did those requests for designation come at the time it was asked or immediately thereafter? A. Thereafter, as the line published the steamer at the lower rate, the other line would object and say we would like to be designated also so that we may compete.

Q. That is they objected— A. To the sole designation of one line.

3490 *Hermann Winter*

Q. How long did your committee continue to exercise the power of designation and the duty of making the suggestions of the rate? A. I should say approximately five or six months.

Q. What change was then made in the practice, if any? A. The committee was asked to recommend and suggest a rate to the other side, the home office.

Q. Was it asked to recommend the ship that was to be designated? A. Yes.

Q. And also to recommend a rate? A. Suggest a rate.

3491 Q. And how long did the committee continue to perform that function? A. Not more than three or four months.

Q. That brought it down to what time, Mr. Winter? A. I should say the middle of 1909.

Q. And what occurred then? A. The companies on the other side assumed the entire direction in that matter.

Q. In what way did the companies on the other side indicate their instructions in this regard to the companies on this side? A. They cabled the specific line instructing them to reduce their rate for a certain sailing to meet the competition.

Q. Did the instructions come from the home office
3492 of that particular line or from Secretary Peters? A. No, from the home office of the particular line to that line here.

Q. Are you familiar with the method by which that designation is going on? A. No, not now. They select on the other side.

Q. While you were a member of the Small Committee do you recall whether or not your committee suggested as to rates for the ships which you designated a published rate lower than the published rate of the competing line? A. Yes, on various occasions. That is, the published rate, not the net rate.

3493

Q. That was the rate which was published to the public and which they were invited to buy tickets on? A. Yes.

Q. Mr. Winter, I would like to get from you if I can some of the history of what was done under the various agreements which have been put in evidence; are you familiar with the various pool agreements of the Continental lines?

Mr. Beers: It is understood that evidence of what was done under agreements other than "AA" is received subject to our objection?

Mr. Guiler: That is understood.

3494

A. Fairly so.

Q. And with what was done under them? A. Yes.

Q. Let us start, if you will, with the agreement of 1892; between what lines was that agreement? A Practically the Continental lines only; covering Continental business.

Q. The lines which were engaged in carrying passengers and freight to or from the North Atlantic Continental ports? A. North Atlantic Continental ports, that is right.

Q. Did that agreement include the British lines? A. No.

Q. Or the Scandinavian lines? A. No, it did not.

3495

Q. At that time were there any Russian lines? A. No, no direct Russian lines.

Q. There were none? A. No.

Q. Did it include the Mediterranean lines? A. No, not the Mediterranean. There practically was no direct—that is, the Mediterranean service such as we understand it.

Q. It has grown up since that time? A. Yes.

Q. How long did that agreement of 1892 remain in effect? A. 1892 remained in effect—well, that agreement practically with slight amendments is in effect today.

3496 *Hermann Winter*

Q. Has it been continuously in effect during that whole time? A. Yes.

Q. And continuously acted upon during that time? A. Yes, between the Continental lines.

Q. Known as the N. D. L. V. Agreement? A. Yes.

Q. This agreement provided that the steerage traffic of the various lines that participated in it should be divided into certain percentages and it provides—the face of it—that a certain percentage should be allotted to the British lines, namely fourteen per cent? A. In arriving—

3497 Q. Refresh your recollection about it if you wish, Mr. Winter? A. Yes (referring to Petitioner's Exhibit No. 2). In arriving at some basis to formulate an agreement upon it naturally the division of the business as it was done by the statistics of ten years prior to that time are taken as the basis and it was found that the British lines practically had transported fourteen per cent of that business.

Q. Well, that provision then certainly of the fourteen per cent to the British lines did not mean there was any agreement with the British lines? A. No.

Q. You simply assumed that the fourteen per cent of the— A. Fourteen per cent was not available for

3498 Continental lines practically.

Q. And the remaining eighty-six per cent was apportioned among them? A. Exactly. In fact, it is stated in the next paragraph you see; it provides for an agreement later with the British lines.

Q. But that agreement was not entered into immediately after the 1892 agreement? A. No, it took some time to negotiate it.

Q. Until that agreement with the British lines was entered into I suppose that the various Continental lines were free to get as large a share of that fourteen per cent as they could? A. They had to arrange their

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service as far as possible to obtain their share of this business. Mind you, under the agreement every service, every line, is bound or obliged to get as many passengers as they can.

Q. That is, is bound to carry as nearly as possible its percentage? A. Get all the business it can.

Q. If it could carry more than its percentage? A. Of course, it advances its rate; that is regulated.

Q. I suppose to diminish its business? A. Somewhat by advancing the rate.

Q. Then the efforts of the line to secure additional business are only effective up to the point where it is receiving its allotted share and then it is bound by the terms of the agreement to take steps to raise its rate and thus diminish its share? A. The idea is if a line takes such effective methods in the way of competition to better its service and obtain a better share it will, of course, obtain a large revenue.

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Q. But just as soon as it has any such measures which it takes so becoming effective in giving it a larger percentage of the business, then it is bound to take steps to diminish the amount of that business, is it not under the agreement? A. To an extent; not to diminish it, but to obtain a larger revenue also.

Q. It has got to keep on enlarging the rates until that time when it diminishes the business? A. There is a limit to that; it cannot be forced above a certain amount.

3501

Q. But that figure above which it could not get— A. That is put on voluntarily sometimes; the lines have gone above that.

Q. And if it does not raise its rates the other lines can force it to raise its rates? A. No, they can reduce their rates to secure their own share. In fact at times they are at liberty to reduce.

Q. But according to the agreement which was finally adopted the successor of this agreement, the

agreement of 1908, it was agreed, was it not, that the lines should take the step of raising rather than lowering it to equalize the percentages? A. Yes.

Q. In order that all the companies might get the largest revenue possible from that business? A. Yes.

Q. At the time this 1892 agreement went into effect was there any agreement between the various lines that were parties to it as to the rates which should be charged other than this general agreement which you say did regulate the rates? A. I don't quite understand.

3503 Q. Was there any agreement as to specified rates; as to what specific rates each line should charge should be? A. At the beginning of every year practically the basis of rates was established for each line.

Q. That is, was that established by each line separately or by the various lines in conference? A. The various lines practically notified of the rates they wanted to accept to begin with.

Q. And it was a matter of mutual discussion? A. Yes.

Q. And agreement or not? A. On the other side discussion and, I presume, understanding.

Q. And did that apply to the cabin business as well as the steerage business? A. No.

3504 Q. At that time, in 1892, then there was no understanding or agreement? A. 1892 was the first agreement they reached and it was the result of a disastrous competition that existed prior to that time.

Q. The causes of it we will go into subsequently. We are now concerned with what was actually done—

Mr. Bullowa: That is part of the history of it, isn't it, Mr. Dorr?

Mr. Dorr: I suppose this will all go into that ultimately.

3505

Q. But in 1892 then at the time of this original agreement, there was no agreement as to the cabin rates or as to the division of the cabin business? A. No.

Q. Did such an agreement thereafter come into existence between the lines which were parties to this conference? A. Not for a division of the cabin business, but fixing minimum rates.

Q. When was such an agreement first adopted by the lines which were parties to this agreement, Government Exhibit No. 2?

3506

Mr. Beers: That is the Continental lines?
Mr. Dorr: Yes.

A. Approximately 1898 I believe; somewhere around there.

Q. Between 1892 and 1898 am I correct in understanding that there was no agreement between the Continental lines and the British lines? A. No direct agreement or understanding to work together.

Q. And there was no agreement as to a division of traffic? A. Not beyond that included there.

Q. Was there any agreement by which the Continental lines kept out of British traffic or the British lines kept out of Continental traffic? A. The efforts of the British lines I believe to obtain a larger share of the Continental business helped to an understanding ultimately.

3507

Q. Helped to the agreement of 1898? A. Yes, the agreement of 1898.

Q. That is, at that time the British lines were seeking a larger part of the Continental business than they had heretofore been able to secure? A. Yes, they made various attempts at that.

Q. And that led to a revision of the earlier agreement of 1892? A. To an understanding as to how that business should be divided practically, or the field of operation divided: I think it was in 1898.

Q. Did it go—what was it, an oral understanding or was it an agreement in form as well as in substance? A. I think it was more in the form of an understanding; I don't think there was a permanent agreement of it.

Q. What British lines were parties to this understanding or agreement? A. The American Line, the White Star, Anchor Line, Allan State Line—that is out of existence now.

Q. That understanding or agreement came into existence about 1898? A. I think so approximately at that time.

3509 Q. And at the same time the provisions of the 1892 agreement of the Continental lines with some modifications were continued? A. Yes.

Q. How long did that state of affairs last? A. I think with slight amendments until 1902, the beginning of 1903.

Q. What occurred at that time? A. The Cunard Line which had been operating together with them withdrew.

Q. Had the Cunard been a member or a party to that agreement? A. Not necessarily a member, but it had co-operated to the extent of working under the same basis practically; that is, not disturbing matters.

3510 Q. Had it taken any measures to restrict its business to a particular share of the general business? A. No.

Q. Had it been under any agreement to advance its rates if it were getting a larger share of the business? A. It advanced its rates to obtain a larger proportion and found it was able to get it.

Q. It had advanced its rates from time to time? A. And had reduced it as it was necessary.

Q. And it had done that from the standpoint of obtaining the largest amount of traffic it could obtain at the most remunerative figures? A. Yes, but it always informed the other lines.

Q. Informed the other lines of those actions? A. Of those actions.

3511

Q. Of what action it had taken? A. Yes.

Q. That is, it had been acting— A. In harmony with it.

Q. In a general spirit of harmony without any agreement which restricted its rights— A. I think so; that is about the basis of it.

Q. To carry on its business as it thought the best interests of the line demanded? A. Yes.

Q. And the Cunard was engaged in the Continental traffic at that time? A. To a slight degree, yes.

Q. Not by running its ships directly? A. No, they were running by way of Liverpool.

3512

Q. Now, in 1902 or 1903, what action was taken by the Cunard? A. The Cunard at the invitation of the Hungarian Government started its own service from the Mediterranean; its Hungarian service.

Q. The Hungarian traffic prior to that had been regarded as Continental business? A. Exactly.

Q. And had gone through the northern ports? A. The northern ports.

Q. And it instituted the so-called Fiume service? A. Yes.

Q. Did the Cunard lower its Continental rates at that time? A. Oh, no.

3513

Q. One other thing before I pursue that further, Mr. Winter; had certain Mediterranean services been established by other lines prior to the establishment of the Fiume service by the Cunard Line? A. Yes, for the Italian traffic; only that.

Q. What were those lines which had gone into the Mediterranean? A. The North German Lloyd had gone in there, the Anchor Line had gone in more directly, the White Star had gone in by way of the Dominion Line and the Hamburg-American Line.

Q. And there were also certain Italian lines at that time? A. Yes.

Q. Which were running to Italian ports? A. Yes, the Fabre Line.

3514 *Hermann Winter*

Q. And those various lines entered into an agreement among themselves covering the steerage traffic? A. No. That is, there was a general understanding here as to the rates; the companies instructed their representatives here to meet and discuss what rates could be equitably charged; they were agreed upon and put into effect.

Q. Suggest what rates could be equitably charged or what rates could be effectively charged? A. No, for services rendered.

Q. The consideration of all the people you met was what the value of the services were or what would be
3515 an effective rate in order to get the business and to work the lines profitably? A. A line with a better service and better boats could get a better rate than a line with a slow boat and a comparatively poor reputation.

Q. And a real serious matter for discussion, Mr. Winter, was, was it not, the fixing of the rates of the various lines according to the attractiveness of those lines for the business? A. Certainly, that is the basis you have to fix your rate on.

Q. It was important to a line, we will say, with inferior facilities that the line with superior facilities should maintain a higher rate? A. Certainly.

3516 Q. Otherwise the line with the inferior facilities would not get the business? A. Yes.

Q. So that these conferences were primarily directed toward the question of relative rates of the various lines? A. Yes.

Q. What part in these conferences was the effort and desire to so fix relative rates that the relative proportions of business of the various lines would not be disturbed? A. There were no proportions fixed at that time.

Q. What concern was it then, we will say, of the Fabre Line, what rates should be charged by the

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North German Lloyd? A. Naturally it wanted to be put in a position to be able to secure its business?

Q. What? A. To get its share of the business.

Q. Exactly, and in a rough way the shares of the various lines must have been prorated, at any rate in the minds of the conferees, must it not? A. Well, to an extent, yes, of course, but the amount of business offered was a guide also.

Q. At that time there was no definite agreement as to what particular share it would have? A. No.

Q. That is, the Fabre Line might contend it ought to have a larger share than the North German Lloyd was willing to concede it ought to have, and those differences as to what should be the relative proportions of business were also always discussed in conference? A. Yes.

3518

Q. And matters of general adjustment? A. Yes.

Q. To get the rates in a general way adjusted so that the mass of business would in a general way conform or would be satisfactory to the various lines? A. These rates were discussed here and then submitted to the home offices abroad. If they approved of them they were charged.

Q. Now, was there not also, Mr. Winter, or was there or was there not an understanding at the same time that the lines which were running ships to Mediterranean ports should confine their business to Italian emigrants? A. Why, no; not for the Mediterranean lines.

3519

Q. Not at that time? A. Not at that time.

Q. That is, at that time the Mediterranean lines were free to take as much continental business as they could obtain or that they desired to obtain? A. Yes, but all the lines avoided that.

Q. As a matter of fact they were not doing a very large continental business? A. No, they couldn't do it.

Q. Had they tried to do it? A. They couldn't do it, even if they tried.

Q. Had they tried to do it? A. Yes.

Q. And had not succeeded in getting it? A. They can't get it, no.

Q. Did the Cunard Line confine itself exclusively when it entered the Fiume service, exclusively to the Hungarian business as far as the steerage passengers were concerned? A. Coming this way, yes.

Q. On westbound? A. Westbound.

Q. How about the eastbound? A. Eastbound it competed for Italian business.

3521 Q. How about the eastbound Continental business, didn't the Italian lines and North German Lloyd and other lines— A. No.

Q. Didn't the Italian lines do any eastbound Continental business? A. No; very little; you cannot get it that way.

Q. They were unable to secure it? A. Yes.

Q. But they were competing for it? A. Yes; they never quoted rates. The Continental business is Italian lines.

Q. They did not quote rates? A. At that time they never did.

Q. So that at that time there was at any rate no
3522 formal agreement and, as you recall it, no understanding even? A. No.

Q. That the various Mediterranean lines should not be allotted to the Continental business. As a matter of fact, they were not doing it to any extent, and no definite restriction had been imposed upon them doing it; it was left to the ordinary working natural conditions at that time? A. That is it.

Q. And no attempt was made in any way to restrict or interfere with the play of those natural conditions at that time? A. No.

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Q. That was the situation in 1902; there was this Continental agreement as to the North Atlantic and there was a collateral understanding or agreement with the British lines, or all the British lines other than the Cunard, and there were these understandings as to the fixing of rates which they endeavored to make mutually agreeable in the Italian trade? A. Yes.

Q. But no restriction as to the Continental business being done via the Mediterranean? A. Yes.

Q. And in 1902 the Cunard established its Hungarian business? A. Yes, probably 1903.

Q. And also as far as eastbound traffic went it competed for the Italian business? A. Yes.

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Q. The Cunard did not lower its rates at that time, or as an initial step at any rate? A. No.

Q. What steps, if any, were taken by the other lines? A. Why, a rate war broke out immediately.

Q. What do you mean by that; what did the other lines do? A. Well, the rate war resulted in the withdraw—

Q. I understand that; that is a pretty general question, but what did the other lines do?

Mr. Bullowa: Won't you let him answer the question in his own way? You ask your own questions and put everything in his mouth. Now let him have a chance to answer it.

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Mr. Dorr: I asked him to state specifically what the lines did.

Mr. Bullowa: I know; he is answering it in his own way.

A. Difficulties arose between the lines—

Q. I understand that—

Mr. Bullowa: Wait until he finishes and then object.

A. They reduced their rates.

Mr. Dorr: I don't think Mr. Winter wants to avoid answering the question directly when he understands what I want.

Mr. Bullowa: I think he is trying to and if it is not his understanding you can ask it over again. You are putting everything in his mouth. You have an idea what you want—

Q. Mr. Winter, what I desire you to do now is this: to state as specifically as you can what particular steps the various lines took at that time in relation to the fixing of their rates or sailings of their steam-
3527 ers at the time the Cunard went into the Hungarian service; do you get what I have in mind? That is what I am trying to get is not a general statement as to what occurred, but, so far as you can give it to me, a specific statement as to what, for instance, your line did. It will be better to begin that way; what did the North German Lloyd do when the Cunard began its Fiume service? A. I would practically have to look that up if you want it as specific as all that.

Q. Well, by specific I don't mean what particular rates were charged, but did it make any changes in the service, put it that way? A. Naturally the Cunard did secure Hungarian business, not so much because the Cunard line entered their service, but because the
3528 Hungarian Government practically stopped Hungarian emigration by way of northern ports, and it led to a readjustment of all matters.

Q. That is, the Hungarian business as a block was withdrawn from the Continental lines which had theretofore been doing it all and dividing it up among themselves according to certain agreements? A. Yes. Well, had not divided the Hungarian business up.

Q. Only in so far as it was a part of the general Continental business? A. Yes.

Q. My question was misleading there. And the North German Lloyd did do certain things? A. All

3529

the lines practically reduced their rates to attract their business.

Q. To attract the Hungarian business? A. Yes, despite the restrictions placed upon it by the Hungarian Government.

Q. The Hungarian Government put certain restrictions in the way of Hungarians traveling via Continental ports? A. Yes.

Q. By Continental ports, when that phrase is used, you mean the North Atlantic ports? A. The North Atlantic Continental ports.

Q. And in order to counteract the Hungarian Government in attempting to divert the emigrant traffic 3530
to Fiume and the Cunard Line, under its agreement with the Cunard the various lines lowered their rates from Continental ports? A. Yes.

Q. Now, what other steps, if any, were taken by the Continental lines—the North German Lloyd and other lines—which were occasioned by the action of the Cunard Line? A. No further steps taken than that.

Q. You simply lowered the rates? A. Simply lowered the rates.

Q. Did they succeed by that method in regaining a portion of the Hungarian business? A. As usual these rate wars have always led to loss and ultimately led to 3531
a readjustment of method.

Q. Mr. Winter, I know you do not mean to do anything but answer my questions directly, but what my question was, if you will read it, you will find, I think, did not call for that particular answer. (Question read.) You see that question calls for a definite answer? A. It did.

Q. For how long did the Continental lines continue to reduce their rates in order to attract this business? A. I couldn't say offhand; it was not a very long period.

3532 *Hermann Winter*

Q. It was not a very long period? A. No, about a year.

Q. That would bring it to about 1904 approximately? A. 1905.

Q. Four or five? A. Yes.

Q. Did the Continental lines then restore their rates to what they had been? A. Gradually all rates were restored.

Q. Was any agreement at that time entered into between the Continental lines and the Cunard Line? A. I think that agreement resulted a little later than that.

3533 Q. In 1906 or 1907 was it? A. I would have to look that up.

Q. Was there any agreement prior to 1908 to which the Cunard was a party? A. No, not this business.

Q. Not steerage traffic? A. Not on it.

Q. So that gradually the rates which had been lowered by the Continental lines as a result of the Hungarian agreement for the Fiume traffic with the Cunard— A. It was not merely the Hungarian; other difficulties arose.

Q. What were the other difficulties? A. New steamers being put in.

Q. By what lines? A. By practically all the lines;

3534 the adoption of rates that secured a large proportion of this business against other vessels that had previously been in the service.

Q. Let's get that as specifically as we can, Mr. Winter.

Mr. Bradley: You asked for other causes and you might as well get them all down.

Mr. Dorr: That is what I want to go into.

Mr. Bradley: Perhaps he had some more to mention, I don't know.

Q. First you say an additional cause was the entrance of new steamers? A. Yes.

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Q. What new steamers and what lines have you got particularly in mind? A. All the lines practically improved their service; the Hamburg-American, North German Lloyd; we all put in new boats.

Q. You haven't in mind any particular steamers? A. No, sir.

Q. Or particular boats? A. No; all the lines put in better service.

Q. Were these difficulties in 1905 connected at all with the cabin business? A. No. Well, some of those, yes.

Q. In what way? A. The Kaiser boats came out, for instance, the North German Lloyd had secured a large proportion of the business. 3536

Q. And carrying at substantially the old rates? A. No, at higher rates; so boats were charging a higher rate because they were worth it.

Q. Because you had entered the business? A. They secured the business. The facilities they offered, the speed they made and the services they rendered.

Q. And the other lines thought the Kaiser rate ought to be proportionately higher? A. The other lines reduced their rates or adjusted their rates, and that brought around differences.

Q. You mean that the other lines thought that the rates on the Kaiser boats for example should be raised to such a point that the other lines could get their fair share of the business? A. Well, in one way. The adjustment came in on the Hamburg-American Line, also running at the same speed; she adopted a lower rate. 3537

Q. And the other lines thought that it was not fair? A. And the North German Lloyd naturally thought they ought to go to some other class, or adopt the same rate as the Kaiser boats.

Q. As the North German Lloyd? A. Yes, rendering the same service.

Q. And they regarded it as unfair that the Hamburg-American Line should run a boat of equal facilities at a lower rate? A. Exactly.

Q. And these differences in rates led to more or less, I suppose, ill feeling between the different lines; I don't mean personal ill feeling, but business ill feeling? A. Yes, it led to feuds between the different lines; reduction of rates.

Q. And when they once started fighting they fought tooth and nail? A. Yes; it extended to every class.

Q. How about the steerage rates of the new boats, the Kaiser and the Deutschland, was that also a factor
3539 in the difficulties? A. Their rate war is also effective on all classes of business.

Q. I am speaking now, not of the secondary effects, but the primary effects, where the rates which were charged by the Hamburg-American Line, we will say, for its Deutschland steerage business, was it thought that those rates were lower, we will say than the rates of the Kaiser Wilhelm? A. They were not.

Q. They were the same? A. Yes, they were the same.

Q. Then the fixing of the steerage rates is not one of the factors which led to the rate war? A. No, not at that time.

3540 Q. The lowering of the steerage rate was a result rather than a cause? A. A result rather than a cause.

Q. And the war had its inception— A. Probably in the differences of the cabin list.

Q. That war then in so far as the North German Lloyd and the Hamburg-American Line was concerned had its origin in a different cause from the war of the Continental lines against the Cunard Company for example—that is, so far as the Hungarian business went, the interest of the North German Lloyd and the Hamburg-American were one, I suppose? A. They didn't have any war; there was no war in the Hungarian

3541

business; merely an attempt to recover their business under restrictions placed upon them by Government action.

Q. That is to say, the reduction there was to meet an artificial condition created by the Hungarian Government? A. More particularly, yes.

Q. And in that matter there was no difference between the Hamburg-American and the North German Lloyd? A. No.

Q. And no occasion for a general rate war? A. It led to a general rate war.

Q. It led to a war eventually of those lines with 3542
the Cunard Line for example so as to secure for the Continental lines a portion of the Hungarian business? A. Indirectly; the North Continental lines reduced their rate and the Cunard Line had to follow.

Q. Yes; it would naturally lead to competition between the Cunard and Continental lines? A. Yes, but the Cunard did not follow very much.

Q. It had the advantage? A. It had the advantage.

Q. It had such an advantage that it was not compelled to reduce its rates so far? A. Yes.

Q. But what led to the struggle of the Continental lines among themselves; were the difficulties through the putting on of these new ships? A. New boats, yes, and difficulties arising by Governmental action. 3543

Q. You mean the action of the German Government? A. The Hungarian Government particularly.

Q. Now, Mr. Winter, were these difficulties as to the first and second cabin business adjusted? A. Yes, came to an understanding.

Q. By an agreement or understanding? A. We came to an understanding on the various minimum rates.

Q. And when that was done why the war measures as to the steerage rates ceased, I suppose? A. Practically.

Q. That was about to—when was that, in 19—? A. 1905 or '06.

Q. Were the British lines a party to the agreement as to the cabin rates? A. Yes, to an understanding at that time. That is, the proposition in 1905 practically failed.

Q. There was an understanding? A. There was an understanding that was practically put in operation, but it failed shortly thereafter.

Q. Were the Cunard a party to that? A. Well, they worked together with it; they were not a party to it.

3545 Q. But when you say they worked together with it, they did not start in on a campaign of rate cutting independently? A. No, the Cunard practically was free from all agreements since 1903.

Q. Now, then, this 1905 understanding or agreement you say did not last very long? A. It never went into operation fully.

Q. To what extent did it go into operation at all, if you can testify? A. The lines for self-protection particularly adopted certain minimum rates and adhered to them. There never has been a division among the lines of cabin business, Mr. Dorr; there cannot be.

Q. At any rate, there is none. Have you ever tried
3546 to make a division? A. You cannot make it; it has been tried over and over again but did not succeed.

Q. The lines, then, did make an attempt to make a division of first cabin business but found it impracticable? A. You cannot divide the cabin business.

Mr. Beers: Mr. Dorr asked you whether they tried to?

Q. Did they try to do it? A. Yes, it has been tried.

Q. When was that tried; under what agreement; do you mean to say they tried or tried to make an agreement? A. They tried to arrange some plan.

3547

Q. They tried to agree upon a plan? A. To agree upon some plan to adjust the cabin business that way

Q. But they never actually made an agreement to divide it? A. No.

Q. That was simply tentative negotiations? A. Yes.

Q. Which did not result in any agreement? A. Let us understand, Mr. Dorr. Prior to 1892 there was an indiscriminate rate war here; indiscriminate cutting—

Q. Are you answering my question as to whether the negotiations were tentative or not? A. I said yes.

3548

Mr. Bradley: That is not all the question.

Mr. Dorr: I think the witness has answered the question when he stated the negotiations were tentative. If that is not a complete reply, Mr. Winter, I don't want to cut you off? A. They tried to come to an agreement but they couldn't do it.

Q. The agreement of 1905 did not go fully into effect. What was the next occurrence? A. Matters continued as they were regarded then until 1907.

Q. That is, the various Continental lines acted in accordance— A. With their original agreement as far as third-class business was concerned.

3549

Q. They continued to share the Continental third class business? A. Yes, the agreement shows that.

Q. And a certain amount of the Continental third-class was allotted to the British lines? A. Yes.

Q. And the British lines other than the Cunard divided that up among themselves? A. Yes.

Q. By their own arrangement? A. Yes.

Q. Now, at that time what was the situation in regard to the British steerage business, the Continental lines, were they under any agreement with the British lines to keep out of that?

Mr. Beers: That is between 1905 and 1907?
Mr. Dorr: Between 1905 and '07.

A. The Continental lines have always kept that British steerage business for natural reasons.

Q. Tell me was there or was there not an understanding or agreement that they should do so? A. No, there was no understanding practically; the Continental lines withdrew from the British business because they could not handle it.

Q. You say they withdrew, when did they withdraw? A. From the very beginning; they cannot
3551 carry it; they have got to meet certain requirements of the British law.

Q. Was there or was there not an agreement that they should not go into the British business; wasn't it part of the consideration, so to speak, or one of the considerations which you presented to the British lines, that the Continental lines would not go into the British business and would keep out of it? A. No, you cannot find that in any agreement.

Q. No, I am asking you now for the terms of the agreement? A. No, that is a natural condition.

Q. A condition which the British lines recognized? A. Which the British and Continental lines both rec-
3552 ognized. The Continental lines could not carry British business, which is in fact the British lines' business.

Q. Now, Mr. Winter, was it not used as an argument with the British lines by the Continental lines to prevail upon them to accept the percentage of Continental business which was allotted to them that the Continental lines would not go into the British fields? A. It was used as an argument possibly.

Q. Don't you know it was? A. Yes, but it had really no weight.

Q. You mean as a matter of fact the Continental lines while advancing that as an argument, did not

really intend to go into the British field? A. They could not do it.

Q. You say they could not do it? A. No, not effectually.

Q. With their existing ships? A. Yes, at that time.

Q. Of course, it was perfectly practicable for them to go into it by building ships which would meet the British requirements if the old ships did not meet it? A. Yes, but they hadn't the ships to go in at that time.

Q. They were building ships from time to time? A. Yes, but they were made to meet the Continental requirements. 3554

Q. And there was an understanding that they would not, not particularly with ships they had, but the ships they were building would not go into it? A. The British business had that field to themselves.

Q. They had it, I know, but was there not an agreement— A. Not an agreement or understanding, but simply because they had it. They owned it and the German lines could not undertake to take it away from them.

Q. You mean the German lines— A. The Continental lines.

Q. You stated to the British lines we recognize this is your business and we will not compete with you in it; that is what it amounted to, was it not? A. Yes. 3555

Q. The statement to the British lines by the Continental lines that they would not—they said they would not compete, wasn't that what they in substance said to the British lines? A. That was never stated.

Q. How about the Scandinavian business? A. We are all competing for the Scandinavian business, eastbound.

Q. They were at that time? A. We are today.

Q. I am talking now about that time? A. At that time.

3556 Q. How about the Scandinavian westbound? A. Westbound the Continental lines withdrew from in favor of the British lines as part of the consideration for the division of the business, the Continental business.

Q. That the Continental lines should not go into the Scandinavian business? A. That is part of the agreement of 1895.

Mr. Bullowa: Are all of these agreements contained in some written document?

The Witness: I think the first agreement for 1895 will show that.

3557 Q. In regard to the Continental lines keeping out of the British lines' territory, or the British territory, do you know of any written agreement on their part to do so? A. No, there is none.

Q. Do you not know that there was an understanding that they should do so? A. Except it is a natural fact; there is nothing in the way of an understanding or agreement on that.

Q. Wasn't it stated to the British lines at the time of these agreements that the German lines would keep out of the British territory? A. No, not in so many words.

Q. Not in so many words? A. No.

3558 Q. Was it not implied to them that they would? A. No.

Q. Now, Mr. Winter, are you quite clear about that? A. I am clear that the Continental lines cannot touch it.

Q. I am not talking now about what the actual facts were, but the Continental lines could with their present equipment go in; my question now is directed to this, did not the Continental lines urge it upon the British lines that they were giving up the British business or any attempt to go into the British business, as one of the considerations of the British lines accepting

the percentage they had under these contracts of the North Atlantic or Continental business; now, isn't that a fact, Mr. Winter? A. Well, I don't know—

Mr. Beers: You heard the question, didn't you?

The Witness: Yes, sir.

Mr. Beers: Read it again and make sure.

Q. (Question read.) A. That is a fact, yes, in one way, but—

Q. Go ahead; finish it up; say anything you desire in explanation? A. It is a fact one way of course, but except its natural conditions there.

Q. You mean as a matter of fact the British lines would have had in any event a considerable advantage in their own territory? A. Yes. 3560

Q. Just as the Continental lines have a considerable advantage in their own territory? A. Yes, but the volume of the Continental business is so much larger.

Q. That there was more inducement for the British lines to go into the Continental than there was for the Continental to go into the British? A. Yes, with the strong hold the membership had on it.

Q. The Continental lines as a matter of fact touch at certain of the British ports, do they not? A. Oh, yes.

Q. Whereas the Cunard Line, for instance, and the White Star Line do not touch at Continental ports? 3561
A. The White Star Line do.

Q. At Continental ports? A. Yes, Cherbourg.

Q. Did they in 1905 do that trade? A. Yes.

Q. Always? A. Oh, yes. Well, they started in—when the White Star started its service to Cherbourg and Southampton it went into the Continental business; it touched at Continental ports.

Q. But while it maintained a Liverpool service exclusively it did not? A. It did not touch at Continental ports.

Q. And it did not establish the Southampton service until 1906, did it not? A. Oh, it was prior to that.

Q. 1904 or '05? A. 1905 or '05 or '06; somewhere around that.

Q. And the Anchor Line of course has no Continental port? A. No.

Mr. Bullowa: It has a Mediterranean service.

The Witness: It has a Mediterranean service, yes.

Q. But it did not do a Continental business? A. No.

Q. The Continental lines, they proceeded under their old agreement with some modifications from
3563 1905 down to 1907? A. Yes.

Q. And the British lines other than the Cunard Line continued under their old agreement with the Continental lines and among themselves with certain modifications down to 1907? A. Yes.

Q. Was there any disturbing element introduced into the situation? A. Yes.

Q. In 1907? A. Yes.

Q. What was that, Mr. Winter? A. The rates of the Cunard Line for the Mauretania and Lusitania raised objection in the cabin business more particularly.

Q. The cabin rates? A. Cabin rates.

3564 Q. The third class rates also? A. No, they were affected later.

Q. The difficulty then arose from the cabin rates of the Mauretania? A. From the cabin rates of the Mauretania, yes; competition to get business.

Q. Did the other lines complain that if the Cunard maintained those lower rates in the cabin they would get more than their share of the business? A. The Cunard Line practically with these two boats were cutting into the business of all of the other lines under the rates they were charging.

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Q. What rates were they charging? A. $110 as against $112.50 and $115 for the others; and, of course, with the attraction of speed; the attraction these new steamers offered of speed accommodation, service, they cut right into it.

Q. That is, those elements made the steamers particularly attractive rather than the $2 difference in rate? A. Well, they helped.

Q. Two dollars difference in first cabin business would not be material? A. Five dollars difference in cabin business at times affects the business.

Q. Five dollars? A. Yes; that is really so, as all of the other rates are based on that. 3566

Q. What rates were being charged for the Lucania and Campania of the Cunard Line? A. $100 and $85; $85 in the winter season.

Q. And when the Cunard put the Mauretania and Lusitania on the service they fixed the cabin rate at $110? A. $110.

Q. The rates of $112.50 were the rates of the Deutschland and Kaiser Wilhelm? A. Of the Deutschland and Kaiser Wilhelm.

Q. And the Continental lines thought that the Cunard rates ought to be with the new boats higher? A. With better service ought to be higher.

Q. And what did the North German Lloyd and the Hamburg-American do? A. Tried to negotiate a better understanding and feeling and the rates were reduced. 3567

Q. And they reduced their rates on the Deutschland and Kaiser Wilhelm der Grosse? A. Yes.

Q. How long had those ships been in service at that time? A. The Kaiser Wilhelm II had just come out; the Kaiser Wilhelm der Grosse came out in 1897; the Kronprinz in 1901; the Kaiser Wilhelm II came out in 1907.

3568 Q. What were the rates of the Kaiser Wilhelm der Grosse? A. $112.50.

Q. That is all of those boats were $112.50? A. Yes, from $105 to $112.50.

Mr. Beers: These are all first cabin rates?

The Witness: First cabin rates, yes.

Q. And the Deutschland? A. The same thing practically.

Q. When did the Deutschland come out? A. 1898.

Q. The North German Lloyd and Hamburg-American reduced their rates; how far did they reduce them at that time, to what point, do you recall? A. We
3569 came down to $75 ultimately, at the end of the rate war.

Q. And when was that? A. In the fall and winter of 1907.

Q. Were steerage rates affected? A. Oh, yes, the reductions in cabin rates naturally also applied to the sceond cabin rates and then the steerage.

Q. That is, when the North German Lloyd and the Hamburg-American started to cut, they cut all along the line? A. All other lines cut; they naturally had to reduce.

Q. And the Cunard Line itself cut, I suppose? A. It had to to meet that.

3570 Q. What was the situation in the Mediterranean at that time; was there any cutting going on there? A. Yes, cabin rates there were affected.

Q. Cabin rates there were also affected? A. Also affected.

Q. You say that this terminated in the winter of 1907, that is, the last part of 1907? A. This practically caused the negotiations which resulted in the agreement of February, 1908.

Q. And resulted in the Agreement "AA"? A. "AA."

3571

Q. Do you recall the date of the first formal agreement as to the Mediterranean business? A. The first formal agreement for the Mediterranean business is dated February, 1909.

Q. February, 1909? A. Yes, between all the lines. I think it is February, 1909.

Q. Hadn't there been an agreement prior to that time, Mr. Winter? A. No, there had been various negotiations looking towards an agreement.

Q. Had there been tentative working agreements? A. I don't remember. If at the time we had a working agreement it had not been reduced to formal shape, but it was understood various lines would charge certain rates.

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Q. And how about the division of business? A. There was no division of business beyond the natural one, the charging of rates.

Q. But the relative rates were, I suppose, designed to preserve in a general way a division of business? A. Oh, yes.

Q. Now then, in 1908 and 1909 was there considerable and pretty active competition in the Mediterranean business? A. Yes.

Q. Do you recall whether or not the Italian Lines at that time competed for continental business? A. The Italian Lines entered into the continental business; that is more particularly the south continental business.

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Q. Then by agreement of 1909 they agreed definitely to withdraw from that business, did they not? A. Yes, gladly.

Q. I don't suppose you represent the Italian Line, but they received a certain allottment or certain share of the Mediterranean steerage business? A. Yes.

Q. And that share was such that they were glad to accept that and withdraw from the continental business? A. Yes.

Q. And since that time the Mediterranean Lines have not gone into the continental business? A. No.

Q. Except the Cunard which continues in under the Hungarian Agreement? A. Yes, the Fiume service.

Q. And it was not until 1908 then that the Cunard came into the general agreement? A. That is right.

Q. And the Cunard had been a large and powerful line prior to that time, had it not? A. Yes, it was a factor in the trade.

Q. When the Agreement "AA" went into effect did it include all of the lines which at that time were en-
3575 gaged in the North Atlantic steerage traffic? A. Yes, except the Uranium Line, practically the Northwest Transport Company.

Q. And that is included since that time, or does this agreement as amended include all the lines which are engaged in that North Atlantic steerage traffic other than the Uranium Line and its— A. Yes.

Q. There was no other exception, was there? A. Yes, there was one, the Canadian Northern or Royal Line rather.

Q. That no longer is in existence? A. Oh, yes, it is.

Q. It is still in existence? A. Oh, yes.

3576 Q. So there are two lines which are not— A. That has joined; that applied for admission.

Q. That now belongs? A. Yes, but the Uranium Line never applied.

Q. That has never become a member? A. Never applied for membership.

Q. Do you speak of that of your own knowledge? A. Yes.

Q. It never applied to you? A. The agent here informed me of that.

Q. You mean Mr. Thomas? A. Mr. Fourman.

3577

Q. Mr. Fourman is merely a passenger agent? A. I know, but he told me that fact; he showed me a cable too.

Q. When was that that you had this conversation with Mr. Fourman? A. Last year.

Mr. Bullowa: Do you know who the cable was from?

Mr. Dorr: I object to that.

Q. The only knowledge that you have then is the conversation with Mr. Fourman and a paper which he showed you? A. Yes.

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Q. Are you personally acquainted with the owners or managers of the line? A. No.

Q. You have not had any conversation with them about it? A. No.

Q. What is your position at the present time, Mr. Winter? A. I am on the staff of the Cunard Line.

Q. And in the office here in New York? A. Yes, sir.

Q. Have you attended any meeting of the lines in Europe? A. Yes.

Q. Of late, the last few years? A. Last year.

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Mr. Beers: On behalf of Senator Spooner and at his request and also on my own behalf I should like to reserve the right to cross-examine Mr. Winter at some subsequent hearing, and I understand Mr. Winter will hold himself in readiness to respond to a request.

The Witness: Yes, sir.

Mr. Bullowa: I join in that request and on behalf of Mr. Burlingham and Mr. Beecher.

Hearing adjourned until Monday, November 11th, 1912, at 11:00 o'clock A. M.

3580 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE-PACKETFAHRT - ACTIEN - GESELLSCHAFT, and others,
Defendants.

3581 Before: Charles E. Pickett, Esq., Examiner.

New York, November 11, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Norman B. Beecher, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Laroque by Nelson Shipman,
3582 Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by L. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for the Russian East Asiatic Company, *et al.*

Mr. Guiler: I want to notify counsel that at the last meeting held here I neglected to put in the Continental Traffic Agreement which I intended to put in.

I have taken the liberty while you were away, in order 3583
to get it in the printer's hands, to mark that Exhibit No. 913. If there are no objections that will go in that way. It is the Continental Traffic Agreement for third-class.

Mr. Beers: As far as I am concerned I have no objection to it going in as though it were offered at the last session, and being given the number 913 subject to our objection that it is irrelevant and immaterial and incompetent.

Mr. Spooner: Agreed to produce witnesses on behalf of the defendants represented by him on Thursday, November 14, 1912, at 11 o'clock A. M.

Mr. Guiler: I offer in evidence the following cir- 3584
cular letters or so-called Rundschreiben of Mr. Peters, the conference secretary at Jena, relating to the Atlantic Conference.

Mr. Beers: In so far as these refer to matters other than AA their admission in evidence is over our objection?

Mr. Guiler: Yes.

Mr. Beers: I also wish to object to their admission as not binding upon the defendants I represent and therefore incompetent.

Circular letter G. No. 1, dated Jena, 15th, February, 1908, addressed "To the Parties to the general pool," beginning with the words "The Norddeutscher Lloyd informed me" and ending with the words "I have 3585
today sent the agreement to Mr. Cameron for signature."

Marked Petitioner's Exhibit No. 914.

Also circular letter G. No. 2, dated Jena, 17th February, 1908, addressed "To the Parties to the General Pool," beginning with the words "The White Star Line suggests that the Contract," and ending with the words "they are to be sent under a special address."

Marked Petitioner's Exhibit No. 915.

3586 Also circular letter G. No. 3, dated Jena, den 21 Februar 1908, addressed to "To the Parties to the General Pool," beginning with the words "The Canadian Pacific Railway have returned to me the Original," and ending with the words, "I shall inform the Parties and then send the printed copies."

Marked Petitioner's Exhibit No. 916.

Also circular letter G. No. 4, dated Jena, 29th February, 1908, addressed "To the Parties to the General Pool," beginning with the words "The Hamburg-American Line have received the following cable," and ending with the words "have secured for
3587 their passenger service New York-Rotterdam" and signed.

Marked Petitioner's Exhibit No. 917.

Also circular letter G. No. 5, dated Jena, February 29th, 1908, addressed "To the Parties to the General Pool," beginning with the words "I beg to confirm my today's telegram reading," and ending with the words "I trust there will be no objection as to this being accepted."

Marked Petitioner's Exhibit No. 918.

Also circular letter G. No. 6, dated Jena, den 3 März 1908, addressed to "To the Parties to the Gen-
3588 eral Pool," beginning with the words "I beg to confirm my today's telegram reading: "On account of shortage," and ending with the words "for which statistics are to be made up ends on the 7th inst."

Marked Petitioner's Exhibit No. 919.

Also circular letter G. No. 7, dated Jena, March 6th, 1908, addressed "To the Parties" beginning with the words "In the 'Frankfurter Zeitung' of February 29th" and ending with the words "the views of the parties on this point, which I trust can be given by return."

Marked Petitioner's Exhibit No. 920. 3589

Also circular letter G. No. 8, dated Jena, March 8th, 1908, addressed "To the Parties," beginning with the words "In connection with circular letter G. No. 4 I hereby beg to advise," and ending with the words "these latter steamers were formerly employed by the British 'India Steam Navigation Company.'"

Marked Petitioner's Exhibit No. 921.

Also circular letter G. No. 9, dated Jena, March 6th, 1908, addressed "To the parties," beginning with the words "In the 'Odessaer Zeitung' of 1st inst the Navigazione General. Italiana" and ending with the words "I shall inform the Parties of, if of sufficient importance," and signed. 3590

Marked Petitioner's Exhibit No. 922.

Also circular letter G. No. 10, dated Jena, den 9 März 1908, addressed "To the Parties," beginning with the words "The Cie Gle Transatlantique write me about the "Volturno," and ending with the words "We have not heard yet whether they intend to call at any British ports" also P. S. ending with the words "but no through connection to the West except from Quebec."

Marked Petitioner's Exhibit No. 923.

Also circular letter G. No. 11, dated Jena, March 11th, 1908, addressed "To the Parties to the Atlantic Conference," beginning with the words "The Holland-America Line write that their General Agency in Switzerland," ending with the words "the Lines would agree to it being a joint one the effect, no doubt, would be stronger" and signed. 3591

Marked Petitioner's Exhibit No. 924.

Also circular letter G. No. 12 headed "New York Continental Line (G. No. 10), beginning with the words 'The Holland-America Line write that their

3592 General Agency in Switzerland,' " and ending with the words "a good number of passengers, in which expectation, we beg to remain" and signed "Reisebureau 'Oceana.' "

Marked Petitioner's Exhibit No. 925.

Also circular letter G. No. 13, dated Jena, March 12th, 1908, addressed "To the Parties to the Atlantic Conference," beginning with the words "Referring to G. No. 12 I beg to propose that the Lines," and ending with the words "will be disqualified for all the Lines below."

Marked Petitioner's Exhibit No. 926.

3593 Also circular letter G. No. 15, dated Jena, March 14th, 1908, addressed " To the Parties to the Atlantic Conference," beginning with the words "Clause 16 of the Contract provides that," ending with the words "or whether they prefer not to go beyond what clause 16 asks for" and signed "H. Peters."

Marked Petitioner's Exhibit No. 927.

Also circular letter G. No. 17, dated Jena, March 17th, 1908, addressed "To the Parties to the Atlantic Conference," beginning with the words "S. S. Estonia of the Russian Eastasiatic Co. arrived," ending with the words "on March 14th after having em-
3594 barked 37 passengers," and signed "H. Peters."

Marked Petitioner's Exhibit No. 928.

Also circular letter G. No. 18, dated Jena, March 19th, 1908, addressed "To the Parties to the Atlantic Conference," beginning with the words "These last days I have sent the westbound statistics," ending with the words "when rectifications are sent," and signed "H. Peters."

Marked Petitioner's Exhibit No. 929.

Also circular letter G. No. 19, dated Jena, March 20th, 1908, addressed "To the Parties to the Atlan-

tic Conference," beginning with the words "When writing G. No. 7 my impression was, that it was the intention," and ending with the words "This settles the matter." 3595

Marked Petitioner's Exhibit No. 930.

Also circular letter G. No. 20, dated Jena, March 20th, 1908, addressed "To the Parties to the Atlantic Conference," beginning with the words "With reference to the proposed circular several lines," ending with the words "will send out the circular and let me have a copy of it," and signed "H. Peters."

Marked Petitioner's Exhibit No. 931.

Also circular letter No. 21 dated Jena, March 23rd, 1908, addressed "To the Parties," beginning with the words "S. S. 'Petersburg' of the Russian Volunteer Fleet left Libau" ending with the words "this applies only to Rotterdam or to Libau also" and signed "H. Peters." 3596

Marked Petitioner's Exhibit No. 932.

Also circular letter No. 22 dated Jena, March 23rd, 1908, addressed "To the parties," beginning with the words "I received the following communications from the Allan Line," ending with the words "This will be attended to," and signed "H. Peters."

Marked Petitioner's Exhibit No. 933. 3597

Also circular letter G. No. 24, dated Jena, March 25th, 1908, addressed "To the Parties" beginning with the words "S. S. 'Lituania' of the Russian East Asiatic S. S. Co.," ending with the words "465 steeragers & proceeded the same day to Libau," and signed "H. Peters."

Marked Petitioner's Exhibit No. 934.

Also circular letter G. No. 25, dated Jena, March 26th, 1908, addressed "To the Parties," beginning

3598 with the words "S. S. 'Saratow' of the Russian Volunteer Fleet sailed," ending with the words "which steamer leaves N. Y. on April 1st" and signed "H. Peters."

Marked Petitioner's Exhibit No. 935.

Also circular letter G. No. 27, dated Jena, March 30th, 1908, addressed "To the Parties," beginning with the words "On Thursday last I informed the Parties that the Continental Lines," and ending with the words "already on receipt of this circular letter."

Marked Petitioner's Exhibit No. 936.

Also circular letter G. No. 28, dated Jena, March
3599 31st, 1908, addressed "To the Parties," beginning with the words "Messrs. Ismay, Imrie & Co., Liverpool, and send me copy of a letter," ending with the words "and eastbound from New York April 9th up to July 30th," and signed "H. Peters."

Marked Petitioner's Exhibit No. 937.

Also circular letter G. No. 30, dated Jena, April 2nd, 1908, addressed "To the Parties," beginning with the words "S. S. Estonia of the Russian East Asiatic S. S. Co.," ending with the words "350 were transferred to S. S. Petersburg April eight."

Marked Petitioner's Exhibit No. 938.

3600

Also circular letter G. No. 31, dated Jena, April 3rd, 1908, addressed "To the Parties" beginning with the words "Referring to the latter part of G. No. 27 I beg to add some remarks," and ending with the words "to the proposed advance of Continental rates without reserve."

Marked Petitioner's Exhibit No. 939.

Also circular letter G. No. 32, dated Jena, April 3rd, 1908, addressed "To the Parties," beginning with the words "S. S. Cherson" (Russian Volunteer

Fleet)," and ending with the words "March 30th with 447 souls." 3601

Marked Petitioner's Exhibit No. 940.

Also circular letter G. No. 33, dated Jena, April 4th, 1908, addressed "To the Parties" beginning with the words "The Anchor Line write: 'We are pleased,'" ending with the words "the delivery of its statistics for more than 3 days," and signed "H. Petters."

Marked Petitioner's Exhibit No. 941.

Also circular letter G. No. 36, dated Jena, April 8th, 1908, addressed "To the Parties," beginning with the words "S. S. 'Cherson' (Russian Volunteer 3602 Fleet) arrived at Rotterdam," and ending with the words "950 steeragers & proceeded April 6th for Libau."

Marked Petitioner's Exhibit No. 942.

Also circular letter G. No. 37, dated Jena, April 8th, 1908, addressed "To the Parties," beginning with the words "S. S. 'Avoca' left Rotterdam on April 4th for Halifax, and ending with the words "besides two cabin passengers for New York."

Marked Petitioner's Exhibit No. 943.

Also circular letter G. No. 40, dated Jena, April 3603 9th, 1908, addressed "To the parties," reads as follows: "S. S. 'Petersburg' left New York April 8th with 1173 steeragers. S. S. 'Korea' of the Russian East Asiatic S. S. Co. left Libau April 6th with 365 steeragers and four cabin passengers for New York via Rotterdam."

Marked Petitioner's Exhibit No. 944.

Also circular letter G. No. 41, dated Jena, April 13th, 1908, addressed "To the Parties," beginning with the words "S. S. 'Korea' of the Russian East

3604 Asiatic S. S. Co. arrived at Rotterdam" and ending with the words "and proceeded April 11th to New York."

Marked Petitioner's Exhibit No. 945.

Also circular letter G. No. 42, dated Jena, April 14th, 1908, addressed "To the Parties" and reads as follows: "S. S. 'Volturno' sailed from New York on the 12th instant with 450 steeragers; another report states 478."

Marked Petitioner's Exhibit No. 946.

Also circular letter G. No. 43, dated Jena, April 15th, 1908, addressed "To the Parties," beginning
3605 with the words "Referring to the last part of G. No. 35 I beg to inform the Parties that the position in the eastbound" and ending with the words "and without prejudice to any Line's rights."

Marked Petitioner's Exhibit No. 947.

Also circular letter G. No. 44, dated Jena, April 16th, 1908, addressed "To the Parties," reads as follows: "S. S. 'Estonia' of the Russian East Asiatic sailed from New York April 2nd and arrived at Rotterdam April 12th with 1050 passengers, landed 920 and proceeded April 14th to Libau."

Marked Petitioner's Exhibit No. 948.

3606

Also circular letter G. No. 45, dated Jena, April 18th, 1908, addressed "To the Parties," beginning with the words "I beg to confirm my yesterday's telegram reading" and ending with the words "we understand Lloyd reduce their rate by five dollars."

Marked Petitioner's Exhibit No. 949.

Also circular letter G. No. 46, dated Jena, April 18th, 1908, addressed "To the Parties," beginning with the words "Please have corrected G. No. 41 dated April 13th to G. No. 41a," and ending with the words "has remained throughout at 27 dollars 50 cents."

Marked Petitioner's Exhibit No. 950.

3607

Also circular letter G. No. 47, dated Jena, 21, April 1908, addressed "To the Parties," beginning with the words "S. S. 'Jelunga' of the New York and Continental Line left Rotterdam," and ending with the words "will repair Halifax, departure hence uncertain."

Marked Petitioner's Exhibit No. 951.

Also circular letter G. No. 48, dated Jena, April 23rd, 1908, addressed "To the Parties," beginning with the words "With reference to G. No. 35 I beg to state that the Continental Line's," and ending with the words "I shall be obliged for stating the number of such copies."

3608

Marked Petitioner's Exhibit No. 952.

Also circular letter G. No. 49, dated Jena, April 23rd, 1908, addressed "To the Parties," beginning with the words "I beg to inform the Parties that the position in the eastbound Pool," and ending with the words "from the beginning will be shown in the statistics."

Marked Petitioner's Exhibit No. 953.

Also circular letter G. No. 51, dated Jena, April 23rd, 1908, addressed "To the Parties," reading as follows: "S. S. 'Cherson' of the Russian Volunteer Fleet sailed from New York to Rotterdam April 22nd with 302 steeragers and 23 cabin passengers."

3609

Marked Petitioner's Exhibit No. 954.

Also circular letter G. No. 52, dated Jena, April 24th, 1908, addressed "To the Parties," beginning with the words "The Hamburg-American Line write: "We beg to acknowledge receipt" and ending with the words, "five dollars per adult for opposing Avoca" and signed "H. Peters" with supplement attached.

3610 Marked Petitioner's Exhibit No. 955.

Also circular letter G. No. 53, dated Jena, April 25th, 1908, addressed "To the Parties," beginning with the words "I received the following letter from Hamburg-Amerika Line," and ending with the words "and Continental Line has been excellently won."

Marked Petitioner's Exhibit No. 956.

Also circular letter G. No. 55, dated Jena, April 25th, 1908, addressed "To the Parties," beginnnig with the words "Today I beg to send the Monthly Statements for March," ending with the words "the payments have been made and received," and signed
3611 "H. Peters."

Marked Petitioner's Exhibit No. 957.

Also circular letter G. No. 56, dated Jena, April 25th, 1908, addressed "To the Parties," beginning with the words "S. S. 'Petersburg' of the Russian Volunteer Fleet arrived," and ending with the words "1100 passengers & proceeded April 23rd to Libau."

Marked Petitioner's Exhibit No. 958.

Also letter dated May 14th, 1908, addressed "H. Peters, Esq., Secretary's office, Atlantic Conference, Jena," beginning with the words "We beg to acknowledge receipt of your circular letter" ending with the
3612 words "and with which we trust the other Lines will be in accord," and signed "For Ismay, Imrie & Co. (Itld), T. C. S."

Marked Petitioner's Exhibit No. 959.

Also circular letter G. No. 57, dated Jena, April 27th, 1908, addressed "To the Parties," beginning with the words "The Allan Line write: 'We are much surprised to learn,'" ending with the words "the prepaid rates must be changed simultaneously," and signed "H. Peters."

Marked Petitioner's Exhibit No. 960.

3613

Also circular letter G. No. 59, dated Jena, April 29th, 1908, addressed "To the Parties," beginning with the words "S. S. 'Volturno' sailed from New York with 450 steeragers landed per passengers," and ending with the words "and the steamer proceeded for Hamburg the same day."

Marked Petitioner's Exhibit No. 961.

Also circular letter G. No. 61, dated Jena, May 1st, 1908, addressed "To the Parties," beginning with the words "The Allan Line write: 'Referring to our letter of 23rd inst.,'" ending with the words "the views of the other Parties or any proposals they may have to make," and signed "H. Peters."

3614

Marked Petitioner's Exhibit No. 962.

Also circular letter G. No. 62, dated Jena, May 2nd, 1908, addressed "To the Parties," beginning with the words "The 'Hamburger Fremdenblatt' of April 30th has the following communication," ending with the words "are pending with the Morgan-Trust," and signed "H. Peters."

Marked Petitioner's Exhibit No. 963.

Also circular letter G. No. 64, dated Jena, May 4th, 1908, addressed "To the Parties," beginning with the words "On April 29th I received the following telegram from Americano," ending with the words "at a loss as we have to pay compensation twice," and signed "H. Peters."

3615

Marked Petitioner's Exhibit No. 964.

Also circular letter G. No. 66, dated Jena, May 4th, 1908, addressed "To the Parties," beginning with the words "On this point I cabled New York asking the numbers of Continental steeragers," and ending with the words "with Signor Crespi & other Directors of Med. Lines."

3616 Marked Petitioner's Exhibit No. 965.

Also circular letter G. No. 67, dated Jena, May 5th, 1908, addressed "To the Parties," reading as follows: "S. S. 'Korea' of the Russian East Asiatic S. S. Co. sailed May 2nd from New York with 32 cabin, 660 steerage."

Marked Petitioner's Exhibit No. 966.

Also circular letter G. No. 69, dated Jena, May 6th, 1908, addressed "To the Parties," beginning with the words "With reference to Lloyds telegram (G. No. 68, No. 10) I received further," ending with the words "I have asked Secretary Sandford for information," and signed "H. Peters."

3617

Marked Petitioner's Exhibit No. 967.

Also circular letter G. No. 70, dated Jena, May 6th, 1908, addressed "To the Parties," beginning with the words "Some time ago the White Star Line informed me," and ending with the words "of the other Lines on this point and I shall be glad to get them."

Marked Petitioner's Exhibit No. 968.

Also circular letter G. No. 71, dated Jena, May 6th, 1908, addressed "To the Parties," beginning with the words "Hapag wired today: 'In consequence of there being no opposition,'" and ending with the words "on the part of pool lines either."

3618

Marked Petitioner's Exhibit No. 969.

Also circular letter G. No. 72, dated Jena, May 7th, 1908, addressed "To the Parties," beginning with the words "S. S. 'Cherson' of the Russian Volunteer Fleet arrived from New York," and ending with the words "with 163 steeragers & 4 cabin passengers."

Marked Petitioner's Exhibit No. 970.

Also circular letter G. No. 73, dated Jena, May 7th, 1908, addressed "To the Parties," beginning with the

words "Lloyd writes May 6th: 'We are in receipt of circular letter G. No. 66," and ending with the words "to which we shall revert shortly." 3619

Marked Petitioner's Exhibit No. 971.

Also circular letter G. No. 75, dated Jena, May 8th, 1908, addressed "To the Parties," beginning with the words "In the circular G. No. 74 Parties will please substitute," and ending with the words "to G. No. 52 with this number."

Marked Petitioner's Exhibit No. 972.

Also circular letter G. No. 76, dated Jena, May 9th, 1908, beginning with the words "By request of the Hamburg-American Line I publish the following 3620 letters," ending with the words "Yours truly, signed: G. M. Bosworth, Fourth Vice President," addressed "To the Parties," and signed "H. Peters."

Marked Petitioner's Exhibit No. 973.

Also circular letter G. No. 78, dated Jena, May 9th, 1908, addressed "To the Parties," beginning with the words "The Norddeutscher Lloyd write: 'With reference to circular letter G. No. 70,' " and ending with the words "by our steamers to his Company."

Marked Petitioner's Exhibit No. 974.

Also circular letter G. No. 80, dated Jena, May 3621 11th, 1908, addressed "To the Parties," beginning with the words "The British Lines have proposed the following form of the promissory note," and ending with the words "this matter may be brought to a close as soon as possible," and signed "H. Peters."

Marked Petitioner's Exhibit No. 975.

Also circular letter G. No. 82, dated Jena, May 12th, 1908, addressed "To the Parties," beginning with the words "With reference to the complaint of the Allan Line (G. No. 61)," ending with the words

3622 "Red Star reduce eastbound to thirty dollars" and signed "H. Peters."

Marked Petitioner's Exhibit No. 976.

Also circular letter G. No. 83, dated Jena, May 12th, 1908, addressed "To the Parties," beginning with the words "This question originally was started by A. E. Johnson & Co.," and ending with the words "whether the rule can and will be made efficacious and what the effect will be."

Marked Petitioner's Exhibit No. 977.

Also circular letter G. No. 84, dated Jena, May 12th, 1908, addressed "To the Parties," beginning
3623 with the words "By a memo from Secretary Smyth to the N. A. P. C. Lines," and ending with the words "what the Parties think about this suggestion."

Marked Petitioner's Exhibit No. 978.

Also circular letter G. No. 85, dated Jena, May 12th, 1908, addressed "To the Parties," beginning with the words "Secretary Smyth sent me a Memo to the Lines of the N. A. P. C. containing the following letter," ending with the words "but I am still without news that she has left," and signed "H. Peters."

3624 Marked Petitioner's Exhibit No. 979.

Also circular letter G. No. 86, dated Jena, May 12th, 1908, addressed "To the Parties," and reads as follows: "S. S. 'Jelunga' sailed Sunday May 10th from New York with 740 steeragers & 10 cabin passengers."

Marked Petitioner's Exhibit No. 980.

Also circular letter G. No. 88, dated Jena, May 13th, 1908 addressed "To the Parties," beginning with the words "We are of course far from holding any Conference Line responsible for the competition,"

ending with the words "The Standpoint of Nasm seems not to be unjustified," and signed "H. Peters." 3625

Marked Petitioner's Exhibit No. 981.

Also circular letter G. No. 89, dated Jena, May 13th, 1908, addressed "To the Parties," beginning with the words "S. S. Estonia of the Russasiatic arrived from Libau at Rotterdam" and ending with the words "19 more steeragers and proceeded on 9th inst. to New York."

Marked Petitioner's Exhibit No. 982.

Also circular letter G. No. 90, dated Jena, May 13th, 1908, addressed "To the Parties," beginning with the words "Anchor Line 'G. No. 70.' We adopt 3626 the same view as the White Star Co.," ending with the words "and its Contract colleagues," and signed "H. Peters."

Marked Petitioner's Exhibit No. 983.

Also circular letter G. No. 91, dated Jena, May 14th, 1908, addressed "To the Parties," beginning with the words "S. S. Petersburg sailed from Libau March 11th with 388 souls in steerage," and ending with the words "was on March 30th from Libau."

Marked Petitioner's Exhibit No. 984.

Also circular letter G. No. 92, dated Jena, May 3627 14th, 1908, addressed "To the Parties," beginning with the words "I sent the Parties this morning the following cable," ending with the words "A nearly identic cable has been received by Hapag," and signed "H. Peters."

Marked Petitioner's Exhibit No. 985.

Also circular letter G. No. 93, dated Jena, May 15th, 1908, addressed "To the Parties," beginning with the words "Hapag send me the following report which they have received," ending with the words "which likely will be ready in autumn."

3628 Marked Petitioner's Exhibit No. 986.

Also circular letter G. No. 94, dated Jena, May 15th, 1908, addressed "To the Parties," and reads as follows: "I received the following cable from Secretary Sandford: "San Giovanni (Sicula Americana) sailed today 2,000 steeragers including about 700 Continental" and signed "H. Peters."

Marked Petitioner's Exhibit No. 987.

Also circular letter G. No. 95, dated Jena, May 15th, 1908, addressed "To the Parties," beginning with the words "Lloyd write: 'We beg to acknowledge receipt of circular letter G. No. 85,'" and ending with the words "Hamburg-American Line were only partly compensated."

3629

Marked Petitioner's Exhibit No. 988.

Also circular letter G. No. 96, dated Jena, May 15th, 1908, addressed "To the Parties," beginning with the words "With reference to G. No. 70 the Donaldson Line write," and ending with the words "regarding rail commission to New York and Continental Line," and signed "H. Peters."

Marked Petitioner's Exhibit No. 989.

Also circular letter G. No. 98, dated Jena, May 19th, 1908, addressed "To the Parties," beginning with the words "The White Star Line send me the following copy of a letter," ending with the words "The interim ticket I shall bring along," and signed "H. Peters."

3630

Marked Petitioner's Exhibit No. 990.

Also circular letter G. No. 99, dated Jena, May 19th, 1908, addressed "To the Parties," beginning with the words "The Secretary of the N. A. P. C. writes with reference to G. No. 65," ending with the words "I have put this matter down for discussion at the near meeting," and signed "H. Peters."

Marked Petitioner's Exhibit No. 991. 3631

Also circular letter G. No. 100, dated Jena, May 19th, 1908, addressed "To the Parties," beginning with the words "The Secretair of the N. A. P. C. writes: 'Referring to my letter of the 9th instant,'" and ending with the words "I have noted the matter for discussion at the meeting on 25th instant."

Marked Petitioner's Exhibit No. 992.

Also circular letter G. 102, dated Jena, May 19th, 1908, addressed "To the Parties," beginning with the words "'Korea' of the East Asiatic arrived at Rotterdam," and ending with the words "of which 45 for Canada and 10 cabin passengers." 3632

Marked Petitioner's Exhibit No. 993.

Also circular letter G. No. 103, dated Jena, May 20th, 1908, addressed "To the Parties," beginning with the words "I beg to confirm my telegrams: May 19th," and ending with the words "reduces eastbound to twenty-eight only instead of twenty-six," with supplement attached.

Marked Petitioner's Exhibit No. 994.

Also circular letter G. No. 104, dated Jena, May 20th, 1908, addressed "To the Parties," beginning with the words "I beg to confirm my today's telegram 'Hapag cable,'" ending with the words "Fiume, twenty dollars, commission four" and signed "H. Petters." 3633

Marked Petitioner's Exhibit No. 995.

Also circular letter G. No. 105, dated Jena, May 22nd, 1908, addressed "To the Parties," beginning with the words "I beg to confirm the following telegrams from Secretary Sandford," and ending with the words "meet situation sailings after that date."

Marked Petitioner's Exhibit No. 996.

3634 Also circular letter G. No. 106, dated Jena, May 22nd, 1908, addressed, "To the Parties," beginning with the words "Secretary Smyth sent me a Memo to the Lines of the N. A. P. C.," ending with the words "has been put on the order of the day of Monday next" and signed "H. Peters."

Marked Petitioner's Exhibit No. 997.

Also circular letter G. No. 107, dated Jena, May 23rd, 1908, addressed "To the Parties," beginning with the words "With reference to the letter of the Secretary of the N. A. P. C. reading," and ending with the words "car elle serait contraire aux arrangements conclus."

3635

Marked Petitioner's Exhibit No. 998.

Also circular letter G. No. 108, dated Jena, May 23rd, 1908, addressed "To the Parties," beginning with the words "In further reference to G. No. 70 the Hamburg-American Line," and ending with the words "to the New York Continental S. S. Line."

Marked Petitioner's Exhibit No. 999.

Also circular letter G. No. 109, dated Jena, May 23rd, 1908, addressed, "To the Parties," beginning with the words, "I beg to confirm the following telegram: 'Ismay wires,'" ending with the words, "Do-
3636 minion, White Star," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,000.

Also circular letter G. No. 110, dated Jena, May 25th, 1908, addressed, "To the Parties," beginning with the words, "In further reference to G. Nos. 103 & 109, the following changes," ending with the words, "of which the Lines will please take notice," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,001.

Also circular letter G. No. 111, dated Jena, May 25th, 1908, addressed, "To the Parties," beginning

with the words, "S. S. Jelunga, which sailed from New York May 10th," ending with the words, "landed at Rotterdam 600 passengers," and signed "H. Peters." 3637

Marked Petitioner's Exhibit No. 1,002.

Also circular letter G. No. 112, dated Jena, May 26th, 1908, beginning with the words, "I have to inform the Parties that the Nordd. Lloyd's communication," and ending with the words, "to New York $28 to Baltimore $28," and addressed, "To the Parties."

Marked Petitioner's Exhibit No. 1,003.

Also circular letter G. No. 113, dated Jena, May 27th, 1908, addressed, "To the Parties," beginning with the words, "I beg to confirm my today's telegram reading as follows," and ending with the words, "which the Parties will please correct accordingly." 3638

Marked Petitioner's Exhibit No. 1,004.

Also circular letter G. No. 114, dated Jena, May 29th, 1908, addressed, "To the Parties," reads as follows: "'S. S. Estonia' of the Russian East Asiatic S. S. Co. sailed May 27th with 28 second cabin and 1005 steeragers from New York."

Marked Petitioner's Exhibit No. 1,005.

Also circular letter G. No. 117, dated Jena, May 30th, 1908, addressed, "To the Parties," beginning with the words, "In accordance with G. No. 23 the Hamburg-American Line send me the following bill," and ending with the words, "the respective amounts to the Hamburg American Line." 3639

Marked Petitioner's Exhibit No. 1,006.

Also circular letter G. No. 118, dated Jena, May 30th, 1908, addressed, "To the Parties," beginning with the words, "Lloyd sends me an advertisement of the Russian East Asiatic S. S. Co.," ending with the

3640 words, "All letters to be addressed to the Libau Department," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,007.

Also circular letter G. No. 120, dated Jena, May 30th, 1908, addressed, "To the Parties," beginning with the words, "I beg to confirm that according to information received," and ending with the words, "they have claim to a compensation of $4," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,008.

Also circular letter G. No. 122, dated Jena, June 1st, 1908, addressed, "To the Parties," beginning with
3641 the words, "The Hamburg American Line send me the following letter from their New York representative which they ask me to circularize," ending with the words, "First class $80, second class $45, for further information apply to A. E. Johnson & Co., 27 Broadway, N. Y.," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,009.

Also circular letter G. No. 123, dated Jena, June 1st, 1908, addressed, "To the Parties, Opposition Steamer (G. No. 120)," beginning with the words, "According to information received from the Holland-American Line," and ending with the words, "they
3642 will have to get $6 compensation per adult."

Marked Petitioner's Exhibit No. 1010.

Also circular letter G. No. 124, dated Jena, June 2nd, 1908, addressed, "To the Parties, Russian Volunteer Fleet (G. No. 114)," beginning with the words, "'S. S. Cherson' of the Russian Volunteer Fleet arrived at Rotterdam May 28th," and ending with the words, "and proceeded for New York May 30th, after having embarked 105 steeragers."

Marked Petitioner's Exhibit No. 1,011.

Also circular letter G. No. 126, dated Jena, June 4th, 1908, addressed, "To the Parties," reading as follows: "The new steamer 'Rossia,' of the Russian Eastasiatic S. S. Co., sailed from Libau June 1st, with 257 steeragers and 8 cabin passengers." 3643

Marked Petitioner's Exhibit No. 1,012.

Also circular letter G. No. 129, dated Jena, June 6th, 1908, addressed, "To the Parties," beginning with the words, "This morning I received the following cablegram from Mr. Sandford," and ending with the words, "but to which I have not received a reply up till now."

Marked Petitioner's Exhibit No. 1,013. 3644

Also circular letter G. No. 131, dated Jena, June 6th, 1908, addressed, "To the Parties," beginning with the words, "Austro Americana send me a cut from a Trieste paper, 'Piccolo della Sera,' of June 1st," and ending with the words, "Duca degli Abruzzi, May 16th, from New York, with 548 Continentals."

Marked Petitioner's Exhibit No. 1,014.

Also circular letter G. No. 133, dated Jena, June 6th, 1908, addressed, "To the Parties," beginning with the words, "I received today the following letter from the Lloyd of June 5th," and ending with the words, "No doubt the cable which I transmitted to the parties this morning (G. No. 129) is the one referred to here." 3645

Marked Petitioner's Exhibit No. 1,015.

Also circular letter G. No. 134, dated Jena, June 9th, 1908, addressed, "To the Parties," beginning with the words, "In pursuance of G. No. 133 the following telegraphic correspondence has passed," and ending with the words, "Zotti tickets today. Volturno 321, Finland 1,305, transferred 180 Oceanic."

Marked Petitioner's Exhibit No. 1,016.

3646 Also circular letter G. No. 135, dated Jena, June 9th, 1908, addressed, "To the Parties," beginning with the words, "The Hamburg-American Line send me for promulgation copy of the following letter from Mr. Crespi to Mr. Ballin," and ending with the words, "action was consequently decided in accordance with the circumstances," signed, "Crespi."

Marked Petitioner's Exhibit No. 1,017.

Also circular letter G. No. 136, dated Jena, June 10th, 1908, addressed, "To the Parties," beginning with the words, "With reference to the reduction of Lloyd's rates off control stations," and ending with
3647 the words, "in compliance with No. 11 of the minutes of the meeting of May 25th."

Marked Petitioner's Exhibit No. 1,018.

Also circular letter G. No. 137, dated Jena, June 10th, 1908, addressed, "To the Parties," beginning with the words, "With reference to the proposed amendments attached to G. No. 101," and ending with the words, "and hence they consider it more than a mere historical document," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,019.

Also circular letter G. No. 138, dated Jena, June 11th, 1908, addressed, "To the Parties," beginning
3648 with the words, "As the Promissory Notes are to be deposited not later than the 15th inst.," and ending with the words, "Canadian Pacific Ry. Co., £4490."

Marked Petitioner's Exhibit No. 1,020.

Also circular letter G. No. 142, dated, Jena, June 12th, 1908, addressed, "To the Parties," beginning with the words, "On the last London Meeting the opinion was prevalent that it would be bad policy under present circumstances," and ending with the words, "I shall be obliged for getting the views of the other Parties on the point."

Marked Petitioner's Exhibit No. 1,021. 3649

Also circular letter G. No. 144, dated Jena, June 13th, 1908, addressed, "To the Parties," beginning with the words, "Transat inform me that the service from Marseille to New York by La Veloce," and ending with the words, "and the form suggested is free or partly free railway passes," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,022.

Also circular letter G. No. 145, dated Jena, June 13th, 1908, addressed, "To the Parties," beginning with the words, "The White Star Line send me copy of a letter dated June 3rd," and ending with the 3650
words, "Austro informed me, that on the 4th inst. 460 Austrian emigrants passed Cormons," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,023.

Also circular letter G. No. 146, dated Jena, June 13th, 1908, addressed, "To the Parties," beginning with the words, "The Holland-American Line inform me that the 'Avoca,' which after the collision," and ending with the words, "the 'Avoca' can take her berth for the sailing advertised for June 20th," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,024. 3651

Also circular letter G. No. 147, dated Jena, June 15th, 1908, addressed, "To the Parties," beginning with the words, " 'S. S. Estonia,' of the Russian East Asiatic S. S. Co., which sailed May 27th from New York," and ending with the words, "landed all her passengers and proceeded June 10th to Libau."

Marked Petitioner's Exhibit No. 1,025.

Also circular letter G. No. 148, dated Jena, June 15th, 1908, addressed, "To the Parties," beginning

3652 with the words, "The Allan Line have sent me their note for the amount of £7420," and ending with the words, "I should like to get the views of the parties on this point, and further beg to refer to G. No. 141," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,026.

Also circular letter G. No. 150, dated Jena, June 17th, 1908, addressed, "To the Parties," beginning with the words, "I beg to advise that according to an information which I received from abroad," and ending with the words, "will not send out any more steamers until westbound traffic improves."

3653 Marked Petitioner's Exhibit No. 1,027.

Also circular letter G. No. 151, dated Jena, June 17th, 1908, addressed, "To the Parties," beginning with the words, "*Re* the question on compensation for passengers overbooked for S. S. Pretoria and Barbarossa I beg to advise," and ending with the words, "which I shall communicate, as soon as it is received," signed, "H. Peters."

Also statement of the cases attached to G. No. 151.

Marked Petitioner's Exhibit No. 1,028.

Also Annex 1 to G. No. 151, headed, "Holland-Amerika Linie, Account," beginning with the words,
3654 "for 406/1, 14/2, 15/0 Hapag passengers ex. S. S. Pretoria, shipped per S. S. Noordam eastbound April 15, 1908."

Marked Petitioner's Exhibit No. 1,029.

Also Annex 2 to G. No. 151, headed, "Holland-Amerika Linie Account," beginning with the words, "for 316/1, 6/2 4/0 passengers ex. S. S. 'Barbarossa,' and shipped per S. S. 'Potsdam' eastbound April 8th, 1908."

Marked Petitioner's Exhibit No. 1,030.

Also circular letter G. No. 154, dated Jena, June 18th, 1908, addressed, "To the Parties," beginning with the words, "S. S. 'Petersburg' of the Russian Volunteer arrived from New York at Rotterdam," and ending with the words, "at Rotterdam she proceeded to Libau." 3655

Marked Petitioner's Exhibit No. 1,031.

Also circular letter G. No. 155, dated Jena, June 19th, 1908, addressed, "To the Parties," beginning with the words, "From Hy. Wilding I received the award," and ending with the words, "the Parties will please find copy annexed," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,032. 3656

Also Annex to G. No. 155, dated June 16th, 1908, headed, "Award," beginning with the words, "In its natural meaning the expression 'Off Cherbourg.' " and ending with the words, "My fee £5:5:0 to be paid by the White Star and American Lines."

Marked Petitioner's Exhibit No. 1,033.

Also circular letter G. No. 156, dated Jena, June 19th, 1908, addressed, "To the Parties," beginning with the words, "The Hamburg-American Line received the following cable from New York, 18/6," and ending with the words, "of the Russian Volunteer Fleet which sailed the same date with 850 steeragers." 3657

Marked Petitioner's Exhibit No. 1,034.

Also circular letter G. No. 157, dated Jena, June 20th, 1908, addressed, "To the Parties," beginning, "American & White Star Lines reduced their eastbound Italian rate by their Channel Services to Turin to $25."

Marked Petitioner's Exhibit No. 1,035.

Also circular letter G. No. 158, dated Jena, June 20th, 1908, addressed, "To the Parties," beginning

3658 with the words, "We give you copy of letter dated June 13th, received from our agent," and ending with the words, "the Agency of the N. Y. Continental and Russian East Asiatic Line."

Marked Petitioner's Exhibit No. 1,036.

Also circular letter G. No. 159, dated Jena, June 20th, 1908, addressed, "To the Parties," beginning with the words, "The White Star Line inform me that they advanced the eastbound II class rate to Cherbourg," and ending with the words, "second class rate to Cherbourg to the same figure," signed, "H. Peters."

3659 Marked Petitioner's Exhibit No. 1,037.

Also circular letter G. No. 160, dated Jena, June 20th, 1908, addressed, "To the Parties," beginning with the words, "The following replies have been received upon Lloyd's proposal *re* to compensation," and ending with the words, "The other parties have not yet given their views."

Marked Petitioner's Exhibit No. 1,038.

Also attached to G. No. 160, reply of White Star Line.

Marked Petitioner's Exhibit No. 1,039.

3660 Also circular letter G. No. 162, dated Jena, June 22nd, 1908, addressed, "To the Parties," beginning with the words, "I am informed that S. S. 'Volturno,' which sailed June 6th," and ending with the words, "at Hoek van Holland June 18th, and proceeded the same day to Hamburg."

Marked Petitioner's Exhibit No. 1,040.

Also circular letter G. No. 166, dated Jena, June 23rd, 1908, addressed, "To the Parties," beginning with the words, "Referring to the Minutes of Conference Meeting held in London on the 25th," and

ending with the words, "The Cie. Gle. Transatlantique will please inform me of their reply to the above suggestion." 3661

Marked Petitioner's Exhibit No. 1,041.

Also circular letter G. No. 169, dated Jena, June 24th, 1908, addressed, "To the Parties," beginning with the words, "Our New York office writes us that according to information," and ending with the words, "they are not able to state where this rumor originates from."

Marked Petitioner's Exhibit No. 1,042.

Also circular letter G. No. 170, dated Jena, June 24th, 1908, addressed, "To the Parties," beginning with the words, "S. S. Jelunga which left New York instead of the 'Avoca' on the 20th inst.," and ending with the words, "the Jelunga had obtained 740 steeragers," signed, "H. Peters." 3662

Marked Petitioner's Exhibit No. 1,043.

Also circular letter G. No. 171, dated Jena, June 24th, 1908, addressed, "To the Parties," beginning with the words, "The Holland-America Line has been informed by their New York office," and ending with the words, "The special reduced third class outward rate for the S. S. 'Noordam' has been fixed at $22."

Marked Petitioner's Exhibit No. 1,044. 3663

Also circular letter G. No. 172, dated Jena, June 25th, 1908, addressed, "To the Parties," beginning with the words, "The Austro-Americana have received from their Newyork representative the following cut," and ending with the words, "using Venice as the port of arrival and departure."

Marked Petitioner's Exhibit No. 1,045.

Also circular letter G. No. 174, dated Jena, June 26th, 1908, addressed, "To the Parties," beginning

3664 with the words, "From the Holland-America Line I received the following telegram," and ending with the words, "from New York with 40 first, 60 second, 1140 steerage, including 250 improved steerage."

Marked Petitioner's Exhibit No. 1,046.

Also circular letter dated Jena, June 27th, 1908, beginning with the words, "The Shipping Gazette in their edition of June 25th publish the following notes from their Newyork correspondent, dated Newyork, June 13th," and ending with the words, "He further declares it likely that a test case will be filed in the United States Court."

3665 Marked Petitioner's Exhibit No. 1,047.

Also circular G. No. 177, dated Jena, June 29th, 1908, addressed, "To the Parties," beginning with the words, "The Red Star Line write (translation): 'Our Newyork office write: S. S. Vaderland sailed Saturday (June 13th) with 390 Third class," and ending with the words, "As matter now stands the measure is hardly of any value," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,048.

Also circular letter G. No. 179, dated Jena, June 30th, 1908, addressed, "To the Parties," beginning with the words, "With reference to G. No. 117, the
3666 Hamburg-American Line inform me that as yet only 2 lines have paid the amounts due," and ending with the words, "The question of the rate of exchange for such bills I have noted for the next meeting."

Marked Petitioner's Exhibit No. 1,049.

Also circular letter G. No. 182, dated Jena, June 1st, 1908, addressed, "To the Partes," beginning with the words, "It has been overlooked to inform you of the existence of an agreement which has been in force for a number of years," and ending with the words, "We shall try to have our agreement with the Govern-

ment changed so as to conform to the cabin agreement." 3667

Marked Petitioner's Exhibit No. 1,050.

Also circular letter G. No. 185, dated Jena, July 2nd, 1908, addressed, "To the Parties," beginning with the words, "S. S. 'Cherson' of the Russian Volunteer Fleet which sailed from New York June 17th," and ending with the words, "she landed 750 and proceeded for Libau June 30th."

Marked Petitioner's Exhibit No. 1,051.

Also circular letter G. No. 186, dated July 3rd, 1908, addressed, "To the Parties," beginning with the words, "From G. No. 165 the Parties know that the 3668
Italian Lines wished that the Prince Line be not invited," and ending with the words, "Agree Sandford being invited attend meeting July twentieth," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,052.

Also circular letter G. No. 187, dated Jena, July 3rd, 1908, addressed, "To the Parties," beginning with the words, "Yesterday the Holland-American Line wired that since the last westbound sailing of the Newyork & Continental Line on May 30th," and ending with the words, "May be they were booked in London by somebody who is under no control." 3669

Marked Petitioner's Exhibit No. 1,053.

Also circular letter G. No. 188, dated Jena, July 3rd, 1908, addressed, "To the Parties," beginning with the words "Lloyd wanting to know which steamers are appointed for July to fight outsiders," and ending with the words, "number of passengers at regular rates for the other steamers," signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,054.

3670 Also a circular letter G. No. 189, dated Jena, July 4th, 1908, addressed, "To the Parties," reading as follows, "Russian Steamers. 'Estonia' of the Russ-asiatic sailed June 29th from Libau via Rotterdam with 625 passengers amongst which were 18 second class passengers."

Marked Petitioner's Exhibit No. 1,055.

Also a circular letter G. No. 192, dated Jena, July 7th, 1908, addressed, "To the Parties," beginning with the words, "The Holland-America Line write," and ending with the words, "it is 1800 steerage."

Marked Petitioner's Exhibit No. 1,056.

3671 Also a circular letter G. No. 194, dated Jena, July 10th, 1908, addressed, "To the Parties," beginning with the words, "S. S. 'Russia' of the Russasiatic," and ending with the words, "and proceeded July 4th for New York."

Marked Petitioner's Exhibit No. 1,057.

Also a circular letter G. No. 195, dated Jena, July 10th, 1908, beginning with the words, "On this point I received the following letter from Mr. Ismay," and ending with the words, "as the question of the rate of exchange is agreed upon."

3672 Marked Petitioner's Exhibit No. 1,058.

Also a circular letter G. No. 196, dated Jena, July 10th, 1908, beginning with the words, "I am sorry to say," and ending with the words, "give definite answer Monday next."

Marked Petitioner's Exhibit No. 1,059.

Also a circular letter G. No. 197, dated Jena, July 10th, 1908, beginning with the words, "The Holland," and ending with the words, "'Jelunga' to Hamburg," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,060. 3673

Also a circular letter G. No. 198, dated Jena, July 13th, 1908, beginning with the words, "Article 3 of Agreement AA," and ending with the words, "this matter for verbal exchange of views at the meeting."

Marked Petitioner's Exhibit No. 1,061.

Also a circular letter G. No. 199, dated Jena, July 14th, 1908, beginning with the words, "In pursuance of G. No. 196," and ending with the words, "considered as dropped."

Marked Petitioner's Exhibit No. 1062.

Also circular letter G. No. 200, dated, Jena, July 14th, 1908, addressed, "To the Parties," beginning with the words, "I beg to promulgate the," and ending with the words, "Specially desired to do so or not." 3674

Marked Petitioner's Exhibit No. 1063.

Also circular letter G. No. 201, dated Jena, July 16th, 1908, addressed, "To the Parties," beginning with the words, "On Tuesday 14th 9 P. M.," and ending with the words, "For the next time abandoned."

Marked Petitioner's Exhibit No. 1064.

Also circular letter G. No. 202, dated, Jena, July 17th, 1908, addressed "To the Parties," beginning with, "How much or little hope," and ending with the words, "I shall act accordingly." 3675

Marked Petitioner's Exhibit No. 1065.

Also circular letter G. No. 203, dated Jena, July 17th, 1908, addressed, "To the Parties," beginning with the words, "The following cable," and ending with the words, "Excess Arabic."

Marked Petitioner's Exhibit No. 1066.

3676 Also circular letter G. No. 204, dated Jena, July 17th, 1908, addressed, "To the Parties," beginning with the words, "S. S. 'Rossia' left," and ending with the words, "Including 30 cabin passengers."

Marked Petitioner's Exhibit No. 1067.

Also circular letter G. No. 205, dated, Jena, July 18th, 1908, addressed, "To the Parties," beginning with the words, "In a Hamburg paper of the 16th inst., and ending with the words, "If it should be contemplated."

Marked Petitioner's Exhibit No. 1068.

3677 Also circular letter G. No. 206, dated Jena, July 18th, 1908, addressed, "To the Parties," beginning with the words, "Continental eastbound Passengers by Italian Lines. The following," and ending with the words, "do so still now," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1069.

Also circular letter G. No. 207, dated, Jena, July 20th, 1908, addressed, "To the Parties," beginning with the words, "S. S. 'Rossia,' which," and ending with the words, "And proceeded July 18th."

Marked Petitioner's Exhibit No. 1070.

3678 Also circular letter G. No. 208, dated Jena, July 20th, 1908, addressed, "To the Parties," beginning with the words, "The Cie. Gen." and ending with the words, "Same as in England," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1071.

Also circular letter G. No. 209, dated Jena, July 21st, 1908, addressed, "To the Parties," and beginning with the words, "Will the Lines," and ending with the words, "Has been appointed as fighting steamer," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1072. 3679

Also circular letter G. No. 211, dated, Jena, July 22nd, 1908, addressed, "To the Parties," and beginning with the words, "On July 18th, I received," and ending with the words, "Attended to by all Parties," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1073.

Also circular letter G. No. 212, dated, Jena, July 24th, 1908, addressed, "To the Parties," and beginning with the words, "S. S. Estonia," of the Russ-asiatic," and ending with the words, "Got 1298."

Marked Petitioner's Exhibit No. 1074. 3680

Also circular letter G. No. 214, dated, Jena, July 25th, 1908, addressed, "To the Parties," beginning with the words, "In Hamburg there are reports," and ending with the words, "only for about one year," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1075.

Also circular letter G. No. 215, dated, Jena, July 25th, 1908, addressed, "To the Parties," beginning with the words, "I beg to refer," and ending with the words, "New York and 36 for Halifax."

Marked Petitioner's Exhibit No. 1076.

Also circular letter G. No. 219, dated Jena, July 21st, 1908, addressed, "To the Parties," beginning with the words, "Referring to G. Nos. 45 & 52," and ending with the words, "to the respective lines." 3681

Marked Petitioner's Exhibit No. 1077.

Also "Annex" to G. 219, beginning with the words, "Account for 406/1," and ending with the word and figures, "Total, $5,061.76."

Marked Petitioner's Exhibit No. 1078.

3682 Also "Account," dated Rotterdam, June 29th, 1908, beginning with the words, "regarding 1320 adults," and ending with the words, "Holland-Amerika Linie."

Marked Petitioner's Exhibit No. 1079.

Also an "Annex to G. No. 219," beginning, "Account regarding 1672 adults," and ending with the words and figures, "220 childr. (1777 x $8) $14216."

Marked Petitioner's Exhibit No. 1080.

Also an "Annex to G. No. 219," beginning, "Account regarding 930 adults," and ending with the words and figures, "132 childr. (991 x $8.00) $7928."

3683

Marked Petitioner's Exhibit No. 1081.

Also an "Annex to G. No. 219," beginning, "White Star Line Account for," and ending with the words, "20th June, 1908, for Ismay, Imrie & Co."

Marked Petitioner's Exhibit No. 1082.

Also circular letter G. No. 220, dated Jena, July 31st, 1908, addressed "To the Parties," beginning with the words, " 'Jelunga' sail for New York," and ending with the words, "is 'Barbossa' August 6th," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1083.

3684

Also circular letter G. No. 221, dated, Jena, August 1st, 1908, addressed, "To the Parties," beginning with the words, "The Parties know," and ending with the words, "I beg to refer to the annex," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1084.

Also a translation G. No. 221, beginning with the words, "Paris Meeting. The parties know that," and ending with the words, "Refer to the annex."

Marked Petitioner's Exhibit No. 1085. 3685

Also a circular letter G. No. 223, dated Jena, August 6th, 1908, addressed, "To the Parties," beginning with the words. "SS. 'Korea' of the Russian" and ending with the words, "steeragers were disembarked."

Marked Petitioner's Exhibit No. 1086.

Also a circular letter, G. No. 226, dated, Jena, August 10th, 1908, addressed, "To the Parties," beginning with the words, "G. No. 223. The Rossia of," and ending with the words, "without calling at Rotterdam."

Marked Petitioner's Exhibit No. 1087. 3686

Also a circular letter G. No. 225, dated Jena, August 7th, 1908, addressed, "To the Parties," beginning with the words, "According to a cable," and ending with the words, "1420 passengers," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1088.

Also a circular letter, G. No. 229, dated, Jena, August 13th, 1908, addressed, "To the Parties," beginning with the words, "Today I send the Monthly Statements for July," and ending with the words, "have been made or received."

Marked Petitioner's Exhibit No. 1089. 3687

Also a circular letter G. No. 231, dated, Jena, August 14th, 1908, addressed, "To the Parties," beginning with the words, "SS. 'Estonia' sailed," and ending with the words, "Steamer is 'Finland.'"

Marked Petitioner's Exhibit No. 1090.

Also a circular letter G. No. 233, dated, Jena, August 15th, 1908, addressed, "To the Parties," reading, "Opposition steamer against 'Volturno' August 22nd, is 'Zeeland.'"

3688 Marked Petitioner's Exhibit No. 1091.

Also a circular letter, G. No. 234, dated, Jena, August 18th, 1908, addressed, "To the Parties," beginning with the words, "SS. 'Korea' sailed," and ending with the words, "By SS. 'California.' "

Marked Petitioner's Exhibit No. 1092.

Also a circular letter G. No. 235, dated Jena, August 19th, 1908, addressed, "To the Parties," beginning with the words, "S. S. 'Estonia,' " and ending with the words, "and 20 cabin passengers."

Marked Petitioner's Exhibit No. 1093.

3689 Also a circular letter G. No. 236, dated, Jena, August 21st, 1908, addressed, "To the Parties" beginning with the words, "I received the following letter," and ending with the words, "sur nos paquebots rapides."

Marked Petitioner's Exhibit No. 1094.

Also a translation of G. No. 236, beginning with the words, "Italian Rates of the French Line. I received," and ending with the words, "We quote for our express steamers."

Marked Petitioner's Exhibit No. 1,095.

3690 Also circular letter G. No. 237, dated, Jena, August 21st, 1908, addressed, "To the Parties, Eastbound Prepaids," beginning with the words, "The Red Star Line have," and ending with the words, "this matter put on the Agenda of the London Meeting."

Marked Petitioner's Exhibit No. 1,096.

Also circular letter, G. No. 238, dated, Jena, August 21st, 1908, addressed, "To the Parties, Russian steamers (G. No. 225)," beginning with the words, "SS. 'Rossia' arrived," and ending with the words, "Proceded August 19th to Libau."

Marked Petitioner's Exhibit No. 1,097. 3691

Also circular letter G. No. 239, dated, Jena, August 22nd, 1908, addressed, "To the Parties," beginning with the words, "Enclosed I beg to send the Agenda," and ending with the words, "wish to postpone the discussion of these subjects," and signed.

Marked Petitioner's Exhibit No. 1,098.

Also circular letter, G. No. 239 (Agenda), dated Jena, August 22nd, 1908, beginning with the words, "Agenda of the Meeting in London, Savoy Hotel, August 25th, 1908, 10 A. M.," and ending with the words, "to terms with Italian Lines."

Marked Petitioner's Exhibit No. 1,099. 3692

Also circular letter G. No. 240, dated, Jena, August 22nd, 1908, addressed, "To the Parties," beginning with the words, "The 'Strasser's Statistic' up till now was only," and ending with the words, "If the Lines will inform me how many copies they want," and signed.

Marked Petitioner's Exhibit No. 1,100.

Also circular letter G. No. 242, dated, Jena, August 25th, 1908, addressed, "To the Parties," beginning with the words "SS. 'Volturno' sailed August 22nd," and ending with the words "same date with 1350 steeragers." 3693

Marked Petitioner's Exhibit No. 1,101.

Also circular letter G. No. 244, dated, Jena, August 27th, 1908, addressed, "To the Parties," beginning with the words, "SS. 'Rossia' sailed," and ending with the words "to New York."

Marked Petitioner's Exhibit No. 1,102.

Also circular letter, "G. No. 245," dated Jena, August 29th, 1908, addressed, "To the Parties," beginning with the words, "I herewith beg to enclose," and

3694 ending with the words, "competition Eastasiatic rate $28."

Marked Petitioner's Exhibit 1,103.

Also circular letter, G. No. 248, dated, Jena, September 3rd, 1908, addressed, "To the Parties," beginning with the words "SS. 'Rossia' arrived August 27th, at Rotterdam," and ending with the words, "In view of the Agreement with the Russasiatic."

Marked Petitioner's Exhibit No. 1,104.

Also circular letter, G. No. 249, dated, Jena, September 4th, 1908, addressed, "To the Parties," beginning with the words, "I informed the parties that
3695 the bill for compensation moneys," and ending with the words and figures, "Total $3,409.76."

Marked Petitioner's Exhibit No. 1,105.

Also letter, dated, New York, August 18-08, addressed, "Red Star Line, Office of the Manager, Antwerp," beginning with the words, "Opposition Steamers. Referring," and ending with the words, "be compensated at $4 each, amounting to $4,154," and signed, "Red Star Line."

Marked Petitioner's Exhibit No. 1,106.

Also circular letter G., No. 250, dated, Jena, Sep-
3696 tember 7th, 1908, addressed, "To the Parties," beginning with the words, "S. S. Volturno, of the New York," and ending with the words, "were forwarded on a river boat to Rotterdam."

Marked Petitioner's Exhibit No. 1,107.

Also circular letter, G. No. 251, dated Jena, September 10th, 1908, addressed, "To the Parties," beginning with the word, "In compliance with the wishes uttered," and ending with the words, "The minutes and by-laws in the same way," and signed.

Marked Petitioner's Exhibit No. 1,108.

Also circular letter G. No. 254, dated Jena, September 12th, 1908, addressed "To the Parties," beginning with the words, "For records sake and in connection," and ending with the words, "resolved in London are considered indispensable by us." 3697

Marked Petitioner's Exhibit No. 1,109.

Also circular letter G. No. 255, dated, Jena, September 15th, 1908, addressed, "To the Parties," beginning with the words, "I have to inform the parties," and ending with the words, "The percentage of the average of the carryings is 6.87%, and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,110. 3698

Also circular letter G. No. 259, dated Jena, September 22nd, 1908, addressed, "To the Parties," beginning with the words, "The Russian Eastasiatic Co., being no longer," and ending with the words, "modified by the participation of transat and Austro.," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,111.

Also circular letter G. No. 260, dated, Jena, September 23rd, 1908, addressed, "To the Parties," beginning with the words, "By request of the Lloyd," and ending with the words, "accompanied by a Memorandum," and signed "H. Peters." 3699

Marked Petitioner's Exhibit No. 1,112.

Also "Commentary" to the Provisional Agreement regarding steerage business between Italian and North American Ports as discussed at Berlin, September 16th, 1908," beginning with the words, "The discussions Director General Ballin," and ending with the words, "the whole Agreement should not become public, but kept secret for the reasons that according to Italian law Pool Agreements are forbidden," and signed "Wiegand."

3700 Marked Petitioner's Exhibit No. 1,113.

Also "Contract," beginning with the words, "Between the Undersigned, Director-General A. Ballin and Director-General Dr. H. Wiegand, on behalf of the Continental and British Lines, and," and ending with the words, "Berlin, September 16, 1908. (signed) Wiegand for Mr. A. Ballin, (signed) Ecker, (signed), Ad. Storm, (signed) Crespi, (signed) Paratore."

Marked Petitioner's Exhibit No. 1,114.

Also "Agenda," dated, Jena, 25th September, 1908, beginning with the words, "Cunard Lines' Fiume service," and ending with the words, "Proposed Agree-
3701 ments on Mediterranean business."

Marked Petitioner's Exhibit No. 1,115.

Also circular letter, G. No. 260, dated, Jena, September 26th, 1908, addressed, "To the Parties," beginning with the words, "Lloyd wired me as follows: 'Information that,' " and ending with the words, "I informed the Lines hereof at once by wire."

Marked Petitioner's Exhibit No. 1,116.

Also circular letter, G. No. 261, dated, Jena, September 29th, 1908, addressed, "To the Parties," beginning with the words, "With reference to the question of a compensation for the," and ending with the
3702 words, "a demander une compensation."

Marked Petitioner's Exhibit No. 1,117.

Also circular, G. No. 261, beginning with the words "Russian East Asiatic's Prepaids from Rotterdam (G. No. 259). With reference to the question," and ending with the words, "Without claiming a compensation."

Marked Petitioner's Exhibit No. 1,118.

Also circular letter, G. No. 262, dated, Jena, September 29th, 1908, addressed, "To the Parties," be-

ginning with the words, "There seems to be a difference of opinion," and ending with the words, "I therefore add this question to the Agenda of the next meeting." 3703

Marked Petitioner's Exhibit No. 1,119.

Also circular letter, G. No. 263, dated, Jena, September 30th, 1908, addressed, "To the Parties," beginning with the words, "Hapag on 26th inst. had received from," and ending with the words, "advices at eleven dollars for Manual Calvo., October 6th," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,120.

3704

Also circular letter, G. No. 265, dated, Jena, September 30th, 1908, addressed, "To the Parties," beginning with the words, "I received today the following letter from Dr. Wiegand," and ending with the words, "Will the British Lines oblige me by their reply to the above."

Marked Petitioner's Exhibit No. 1,121.

Also circular letter, G. No. 266, dated, Jena, September 30th, 1908, addressed, "To the Parties," beginning with the words, "Hapag received the following cable from New York," and ending with the words, "435 Italian and 371 Greek steerages."

3705

Marked Petitioner's Exhibit No. 1,122.

Also circular letter, G. No. 267, dated, Jena, October 1st, 1908, addressed, "To the Parties," beginning with the words, "I received the annexed bills for passengers," and ending with the words, "This statement is like the compensation accounts in G. No. 249, subject to the participation of the Austro-American Line after their eastbound percentages has been fixed," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,123.

3706 Also "Annex 1" to G. No. 267.1/10.08, beginning with the words, "To compensation due S. S. 'Baltic' April 16th," and ending with the words, "For Ismay, Imrie & Co."

Marked Petitioner's Exhibit No. 1,124.

Also "Annex 2" to G. No. 267.1/10.08, beginning with, "Holland-America Line, Account," and ending with the words and figures, "i. e. for 9 adults, 1 child 9 1/2 x 7, $66.50."

Marked Petitioner's Exhibit No. 1,125.

Also "Annex 3" to G. No. 267.1/10.08, beginning with, "Account regarding 1,442 adults, 186," and end-
3707 ing with the figures, "$13,254.50."

Marked Petitioner's Exhibit No. 1,126.

Also "Annex 4" to G. No. 267.1/10.08, beginning with the words, "Account regarding 948," and ending with the figures, "$6,769."

Marked Petitioner's Exhibit No. 1,127.

Also circular letter G. No. 270, dated, Jena, October 5th, 1908, addressed, "To the Parties," beginning with the words, "Lloyd writes: 'As the Lines know, there exist several,'" and ending with the words, "I have put this point on the agenda of the forthcoming
3708 meeting."

Marked Petitioner's Exhibit No. 1,128.

Also circular G. No. 272, dated, Jena, October 5th, 1908, addressed, "To the Parties," beginning with the words, "Lloyd writes, 'Das Kgl.,'" and ending with the words, "Will the Lines please cause the needful."

Marked Petitioner's Exhibit No. 1,129.

Also a translation of circular, G. No. 272, beginning with the words, "Lloyd write:— 'The Royal Saxon Minister of the Interior writes us under date of

30th ultimo," and ending with the words, "Will the Lines please cause the needful." 3709

Marked Petitioner's Exhibit No. 1,130.

Also a circular letter, G. No. 271, dated, Jena, October 5th, 1908, addressed, "To the Parties," beginning with the words, "The Parties will please note," and ending with the words, "is not 'Irene' as printed, but 'Ivernia.'"

Marked Petitioner's Exhibit No. 1,131.

Also a circular G. No. 273, dated Jena, October 5th, 1908, addressed, "To the Parties," beginning with the words, "The Red Star Line send me a letter," and ending with the words, "repeating the firms previously disqualified and send me copies of the circulars," and signed, "H. Peters." 3710

Marked Petitioner's Exhibit No. 1,132.

Also a circular, G. No. 274, dated, Jena, October 5th, 1908, addressed, "To the Parties," beginning with the words, "The Red Star Line send me a letter," and ending with the words, "they can not take these passengers," and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,133.

Also a circular letter, G. No. 275, dated, Jena, October 7th, 1908, addressed, "To the Parties," beginning with the words, "The Parties have been informed of the following," and ending with the words, "to consider the question of commissions and I shall put it on the Agenda," and signed, "H. Peters." 3711

Marked Petitioner's Exhibit No. 1,134.

Also a circular letter, G. No. 276, dated, Jena, October 9th, 1908, addressed, "To the Parties," beginning with the words, "I beg to send today the Monthly Statements for the," and ending with the words, "The Parties will please inform me when the payments have been made or received."

3712 Marked Petitioner's Exhibit No. 1,135.

Also a circular letter G. No. 277, dated, Jena, October 10th, 1908, addressed, "To the Parties," beginning with the words, "According to Monthly Adjustment-Statements," and ending with the words, "and request the Parties to inform me when the amounts have been received."

Marked Petitioner's Exhibit No. 1,136.

Also a circular letter, G. No. 277, dated, Jena, October 10th, 1908, addressed, "To the Parties," beginning with the words, "According to Monthly Adjustment-Statements," and ending with the words, "in-
3713 form me when the amounts have been received," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,137.

Also a "Memo.," dated, "29.10.08," beginning with the words, "It is observed," and ending with the words, "were due on the 27th instant."

Marked Petitioner's Exhibit No. 1,138.

Also a circular letter, G. No. 278, dated, Jena, October 10th, 1908, addressed "To the Parties," beginning with the words, "The Parties have been informed," and ending with the words, "At the Grand
3714 Hotel, 10 A. M."

Marked Petitioner's Exhibit No. 1,139.

Also a circular letter, G. No. 279, dated, Jena, October 12th, 1908, addressed, "To the Parties," beginning with the words, "The Parties are informed that the," and ending with the words, "which shall be done," and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,140.

Also a circular letter G. No. 280, dated, Jena, October 12th, 1908, addressed "To the Parties," beginning

with the words, "On Saturday 10th inst." and ending with the words, "I did not consider necessary to wire the replies 4 to 6." 3715

Marked Petitioner's Exhibit No. 1,141.

Also a circular letter G. No. 281, dated, Jena, October 13th, 1908, addressed, "To the Parties," beginning with the words, "I have informed the Russ-asiatic that," and ending with the words, "on this subject and shall revert to it," and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,142.

Also a circular letter No. 283, dated, Jena, October 16th, 1908, addressed, "To the Parties," beginning with the words, "The Russian East," and ending with the words, "Libau and headtax," and signed, "H. Peters." 3716

Marked Petitioner's Exhibit No. 1,143.

Also "Agenda" of the Meeting in Paris, Grand Hotel, 21st October, 1908, 10 A. M., dated, Jena, 14th October, 1908, beginning with the words "1—Cunard Line's Fiume service," and ending with the words, "business being so long delayed. (G. No. 279.)"

Marked Pettiioner's Exhibit No. 1,144.

Also circular letter G. No. 285, dated Jena, October 27th, 1908, addressed, "To the Parties," beginning with the words, "Enclosed I beg to send copies of," and ending with the words, "I shall send copies to Russian East Asiatic S. S. Co. for signature." 3717

Marked Petitioner's Exhibit No. 1,145.

Also circular G. No. 286, dated Jena, October 28th, 1908, addressed, "To the Parties," beginning with the words, "The following is a copy of the Guarantee which has been," and ending with the words, "is such that."

3718 Marked Petitioner's Exhibit No. 1,146.

Also circular letter G. No. 288, dated Jena, October 30th, 1908, addressed, "To the Parties," beginning with the words, "I beg to submit the following accounts," and ending with the words, "after their east-bound percentage has been fixed."

Marked Petitioner's Exhibit No. 1,147.

Also circular letter G. No. 294, dated Jena, November 12th, 1908, addressed, "To the Parties," beginning with the words, "I received today the following," and ending with the words, "should be strictly observed by all concerned in its widest sense."

3719 Marked Petitioner's Exhibit No. 1,148.

Also circular letter G. No. 299, dated Jena, November 20th, 1908, addressed, "To the Parties," beginning with the words, "Mr. J. Bruce Ismay writes me as follows," and ending with the words, "a copy of which is enclosed," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,149.

Also circular letter, dated Jena, November 20th, 1908, addressed, "To Norddeutscher Lloyd, Hamburg-American Line, White Star Line, Anchor Line, Austro Americana, Cie. Gle. Transatlantique," beginning with
3720 the words, "Mr. Mearns of the Cunard Line wired me," and ending with the words, "let me have their views on the subject."

Marked Petitioner's Exhibit No. 1,150.

Also circular letter, dated Jena, November 19th, 1908, addressed "To Norddeutscher Lloyd, Hamburg American Line, Cie. Gle. Transatlantique, Austro Americana, White Star Line, Cunard Line," beginning with the words, "The Anchor Line wish me to circulate their following letter," and ending with the words, "and had only 287 steerage."

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 18, 1914.

File No. 24528.

TERM No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 28, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 13.

PETITIONER'S TESTIMONY.

Pages 1241–1422.

DEFENDANTS' TESTIMONY.

Pages 1423–1858.

WASHINGTON | GOVERNMENT PRINTING OFFICE | 1915

(24446 and 24528)

In Equity.

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioner-Appellant,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,

Defendants-Appellees.

Petitioner's Testimony, Pages 1441-1498.

Defendants' Testimony, Pages 1498-1858.

VOLUME III.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

TESTIMONY.

VOLUME III.

THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office. 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

Marked Petitioner's Exhibit No. 1,151. 3721

Also circular letter G. No. 308, dated Jena, December 8th, 1908, addressed, "To the Parties," beginning with the words, "I received the following telegram from Mr. Smyth," and ending with the words, "the question can be deferred for the next meeting," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,152.

Also circular letter G. No. 309, dated Jena, December 11th, 1908, addressed, "To the Parties," beginning with the words, "I beg to send today the Monthly Statements," and ending with the words, "The Parties will please inform me when the payments have been 3722
made or received," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,153.

Also circular letter G. No. 314, dated Jena, December 18th, 1908, addressed, "To the Parties," beginning with the words, "The Allan Line write," and ending with the words, "for which there is at present no cause."

Marked Petitioner's Exhibit No. 1,154.

Also circular letter G. No. 316, dated Jena, December 28th, 1908, addressed, "To the Parties," beginning with the words, "The following letter has been received from the Allan Line," and ending with the 3723
words, "established service running to different ports," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,155.

Also circular letter G. No. 317, dated Jena, December 30th, 1908, addressed, "To the Parties," beginning with the words, "The Hamburg American Line desire," and ending with the words, "of which the enclosure is a translation."

Marked Petitioner's Exhibit No. 1,156.

3724 Also, "Enclosure to G. No. 317," dated Hamburg, October 30th, 1905, addressed, "To our agents," beginning with the words, "In order to avoid displeasing polemics the steamship," and ending with the words, "we may ask the respective Lines for redress," and signed "Hamburg-American Line, Passenger Department."

Marked Petitioner's Exhibit No. 1,157.

Also circular letter G. No. 318, dated Jena, December 31st, 1908, addressed, "To the Parties," beginning with the words, "Austro Americana's share in the eastbound business," and ending with the words, "to remit said amounts to the respective parties," and signed, 3725 "H. Peters."

Marked Petitioner's Exhibit No. 1,158.

Also circular letter G. No. 319, dated Jena, December 31st, 1908, addressed "To the Parties," beginning with the words, "According to Minute 53 the salary of the A. C. Secretary is £2000" and ending with the words "for the Russian East Asiatic S. S. Co."

Marked Petitioner's Exhibit No. 1159.

Also circular letter G. No. 320, dated Jena, December 31st, 1908, addressed "To the Parties," beginning with the words, "Referring to Minute 76 I promulgate 3726 the following letter," and ending with the words "of Paris Meeting 22nd October last."

Marked Petitioner's Exhibit No. 1160.

Also circular letter G. No. 321, dated Jena, December 31st, 1908, addressed "To the Parties," beginning with the words, "The following is the award of Mr. Ismay in the arbitration," and ending with the words, "compensation from the Atlantic Conference Lines" and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1161.

Also circular letter G. No. 323, dated Jena, January 4th, 1909, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd have sent me for circulation," and ending with the words, "and freight rate has been agreed upon." 3727

Marked Petitioner's Exhibit No. 1162.

Also circular letter G. No. 326, dated Jena, January 11th, 1909, addressed "To the Parties," beginning with the words, "The Allan Line write: 'In reply to yours of the 4th inst.,'" and ending with the words, "and that other matters can be deferred."

Marked Petitioner's Exhibit No. 1163.

Also circular letter G. No. 334, dated Jena, January 19th, 1909, addressed, "To the Parties," beginning with the words, "The N. D. Lloyd submit for distribution amongst the parties," and ending with the words, "I shall be glad to get them without delay." 3728

Marked Petitioner's Exhibit No. 1164.

Also circular letter G. No. 339, dated Jena, January 25th, 1909, addressed, "To the Parties," and reads as follows: "Enclosed I beg to hand the Agenda of the next meeting which is to take place at Paris Hotel Meurice on the 3rd February at 10 A. M."

Marked Petitioner's Exhibit No. 1165.

Also letter addressed, "H. Peters, Esq., Secretary, Atlantic Conference, Jena," dated February 9th, 1909, beginning with the words, "Enclosed we beg to hand you our cheque value £602.00," and ending with the words, "Circular letter G. 341 of the 26th ulto." 3729

Marked Petitioner's Exhibit No. 1166.

Also circular letter G. No. 341, dated Jena, January 26th, 1909, addressed, "To the Parties," beginning with the words, "The Parties are informed that the Russian East Asiatic S. S. Co.," ending with the

1243

3730 words, "the amounts to a bank in Copenhagen," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1167.

Also circular letter G. No. 344, dated Jena, February 2nd, 1909, addressed, "To the Parties," beginning with the words, "The Russia America Line write: 'G. No. 332. Observing that the Atlantic Express.'" and ending with the words, "the Lines propose to be taken."

Marked Petitioner's Exhibit No. 1168.

Also paper dated Jena, January 27th, 1909, entitled, "Atlantic Conference Agenda of the meeting in
3731 Paris," beginning with the words, "1) Italian Business," and ending with the words, "16) French Line's headtax on Italians and Orientals. (British Lines).

Marked Petitioner's Exhibit No. 1169.

Also circular letter G. No. 345, dated Jena, February 4th, 1909, addressed, "To the Parties," beginning with the words, "Mr. Ballin sends me for promulgation the following letter," and ending with the words, "I am, Dear Sir Yours faithfully."

Marked Petitioner's Exhibit No. 1170.

Also circular letter G. No. 347, dated Jena, Feb-
3732 ruary 12th, 1909, addressed, "To the Parties," beginning with the words, "I beg to send today the Monthly Statements for January," and ending with the words, "of the Continental Lines as soon as received."

Marked Petitioner's Exhibit No. 1171.

Also circular letter G. No. 350, dated Jena, February 13th, 1909, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd write: "Referring to circular letter G. No. 340," and ending with the words, "for discussion at the next meeting."

Marked Petitioner's Exhibit No. 1172. 3733

Also circular letter G. No. 351, dated Jena, February 13th, 1909, addressed "To the Parties," beginning with the words, "I received yesterday from Mr. Sandford the following cable," and ending with the words, "Hellium, Tithanium, Volturno, Avoca."

Marked Petitioner's Exhibit No. 1173.

Also circular letter G. No. 352, dated Jena, February 15th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line request me to promulgate their following letter," and ending with the words, "have already complained are informed."

Marked Petitioner's Exhibit No. 1174. 3734

Also circular letter G. No. 355, dated Jena, February 16th, 1909, addressed, "To the Parties," beginning with the words, "The Holland America Line sent the following wire," and ending with the words, "100 were in destination for Halifax."

Marked Petitioner's Exhibit No. 1175.

Also circular letter G. No. 356, dated Jena, February 17th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line send me the following report of arrivals," and ending with the words, "on the berth to meet this opposition."

3735

Marked Petitioner's Exhibit No. 1176.

Also circular letter G. No. 357, dated Jena, February 18th, 1909, addressed, "To the Parties," beginning with the words, "The Hamburg American Line send me for promulgation," and ending with the words, "of the British Lines in this respect is."

Marked Petitioner's Exhibit No. 1177.

Also copy of letter annexed to G. No. 357, dated "57, Leadenhall Street, London, February 9th, 1909," beginning with the words, "I have had an interview

3736 with one of Mr. Petersen's passenger agents," and ending with the words, "not been able to ascertain her name."

Marked Petitioner's Exhibit No. 1178.

Also circular letter G. No. 358, dated Jena, February 18th, 1909, addressed, "To the Parties," beginning with the words, "Amongst the passengers embarked at Rotterdam by the "Volturno," and ending with the words, "these passengers pass their doors."

Marked Petitioner's Exhibit No. 1179.

Also circular letter G. No. 359, dated Jena, February 19th, 1909, addressed, "To the Parties," beginning
3737 with the words, "With reference to the question of making Byelaw 22," and ending with the words, "by S. S. 'San Domingo ex Raglan-Castle.' "

Marked Petitioner's Exhibit No. 1180.

Also circular letter G. No. 361, dated Jena, February 20th, 1909, addressed, "To the Parties," beginning with the words, "With reference to circular letter G. No. 353," and ending with the words, "declaration from the other Lines concerned."

Marked Petitioner's Exhibit No. 1181.

Also circular letter G. No. 362, dated Jena, February
3738 22nd, 1909, addressed, "To the Parties," beginning with the words, "The rumor mentioned in the Hapag telegram G. No. 359," and ending with the words, "All of which are to be embarked at Rotterdam."

Marked Petitioner's Exhibit No. 1182.

Also circular letter G. No. 364, dated Jena, February 25th, 1909, addressed, "To the Parties," beginning with the words, "Referring to G. No. 361 the Hamburg American Line," and ending with the words, "I am sorry I have it not on hand," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1183. 3739

Also circular letter G. No. 367, dated Jena, February 27th, 1909, addressed, "To the Parties," beginning with the words, "The Hamburg American Line reported on 20th inst.," and ending with the words, "I have applied on the subject."

Marked Petitioner's Exhibit No. 1184.

Also circular letter G. No. 368, dated Jena, February 27th, 1909, addressed, "To the Parties," beginning with the words, "We have received a communication from our New York office," ending with the words, "Amerika of the Hamburg American Line," and signed, "H. Peters." 3740

Marked Petitioner's Exhibit No. 1185.

Also circular letter G. No. 369, dated Jena, February 27th, 1909, addressed, "To the Parties," beginning with the words, "Hapag send me for promulgation the following letter," and ending with the words, "the Thames and South African ports."

Marked Petitioner's Exhibit No. 1186.

Also circular letter G. No. 370, dated Jena, March 1st, 1909, addressed, "To the Parties," beginning with the words, "The Russian Eastasiatic Co. write in reply to my enquiry," and ending with the words, "we will let you know immediately." 3741

Marked Petitioner's Exhibit No. 1187.

Also circular letter G. No. 371, dated Jena, March 1st, 1909, addressed, "To the Parties," beginning with the words, "The Hamburg American Line send me for promulgation the following itinerary," and ending with the words, "by Atlantic Express Glashaven 30."

Marked Petitioner's Exhibit No. 1188.

Also circular letter G. No. 372, dated Jena, March 1st, 1909, addressed, "To the Parties," beginning with

3742 the words, "For this Line have arrived according to the Red Star Line," and ending with the words, "the Universal Reisebureau (Onciul) Vienna."

Marked Petitioner's Exhibit No. 1189.

Also circular letter G. No. 373, dated Jena, March 2nd, 1909, addressed, "To the Parties," beginning with the words, "The Hamburg American Line write: 'We have the following news,' " and ending with the words, "3 second class and 13 steerage passengers."

Marked Petitioner's Exhibit No. 1190.

Also circular letter G. No. 374, dated Jena, March
3743 5th, 1909, addressed, "To the Parties," beginning with the words, "The Canadian Pacific Ry. write: 'Referring to your Circulars,' " and ending with the words, "with regard to G. No. 361."

Marked Petitioner's Exhibit No. 1191.

Also circular letter G. No. 375, dated Jena, March 5th, 1909, addressed, "To the Parties," beginning with the words, "As advised the Raglan Castle of the North West Transport Line," and ending with the words, "of bunkercoats and took in provisions."

Marked Petitioner's Exhibit No. 1192.

Also circular letter G. No. 376, dated Jena, March
3744 5th, 1909, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd write: 'With reference to circular letter,' " and ending with the words, "said agencies are disqualified at once."

Marked Petitioner's Exhibit No. 1193.

Also circular letter G. No. 377, dated Jena, March 8th, 1909, addressed, "To the Parties," beginning with the words, "The Allan Line have sent me copy of their correspondence with the White Star Line," and ending with the words, "the correspondence with the Allan Line in a few days."

Marked Petitioner's Exhibit No. 1194. 3745

Also circular letter G. No. 378, dated Jena, March 8th, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line in accordance with Minute 78," and ending with the words, "I beg to ask the parties whether they agree to it."

Marked Petitioner's Exhibit No. 1195.

Also circular letter G. No. 380, dated Jena, March 8th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report that there arrived at Antwerp," and ending with the words, "forty passengers were sent back to Russia."

Marked Petitioner's Exhibit No. 1196. 3746

Also circular letter G. No. 381, dated Jena, March 9th, 1909, addressed, "To the Parties," beginning with the words, "According to Form 35, No. 2 I beg the Parties to make the following payments," and ending with the words, "The Parties will please remit me the amounts in due time." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1197

Also circular letter G. No. 382, dated Jena, March 11th, 1909, addressed, "To the Parties," beginning with the words, "Enclosed I beg to hand a copy of the account of the expense of the Secretary's Office for 1908," and ending with the words, "I shall be obliged for remittance of the amount due by the individual lines." 3747

Marked Petitioner's Exhibit No. 1198.

Also circular letter G. No. 384. Dated Jena, March 13th, 1909, addressed, "To the Parties," beginning with the words, "Enclosed I beg to hand the Agenda of the meeting in Paris, Hotel Meurice, on the 25th instant." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1199.

3748 Also Atlantic Conference Agenda of the Meeting in Paris, Hotel Meurice on 25th March, 1909, at 10 A. M. to G. No. 384. Dated Jena, 13th March, 1909.

Marked Petitioner's Exhibit No. 1,200.

Also Atlantic Conference Supplement to the Agenda of the Meeting in Paris, 25th March, 1909, dated Jena, March 20th, 1909.

Marked Petitioner's Exhibit No. 1,201.

Also circular letter G. No. 385. Dated Jena, March 13th, 1909, addressed, "To the Parties," beginning with the words, "Red Star Line report that on March 9th," and ending with the words, "that heavy expenses
3749 will be incurred for board and lodging."

Marked Petitioner's Exhibit No. 1,202.

Also circular letter G. No. 387. Dated Jena, March 15th, 1909, addressed, "To the Parties," beginning with the words, "The Raglan Castle's, March 2nd from Rotterdam passengers were composed as follows." and ending with the words, "when they proceeded by tug to Rotterdam and further by rail. 'Volturno' proceeded 12th for Hamburg."

Marked Petitioner's Exhibit No. 1,203.

Also circular letter G. No. 388. Dated Jena, March
3750 16th, 1909, addresed, "To the Parties," beginning with the words, "The reports that the Russian Volunteer Fleet are contemplating to resume their service," and ending with the words, "At the request of Director General Mr. Ballin I note the matter for the Agenda of the meeting."

Marked Petitioner's Exhibit No. 1,204.

Also circular letter G. No. 390. Dated Jena, March 17th, 1909, addressed, "To the Parties," beginning with the words, "In pursuance of previous returns the Red Star Line report the following passengers having

passed Antwerp," and ending with the words, "For particulars about freight, etc., apply to the Agents." 3751

Marked Petitioner's Exhibit No. 1,205.

Also circular letter G. No. 393. Dated Jena, March 19th, 1909, addresed, "To the Parties," beginning with the words, "We are also obliged for the Agenda for the Meeting which has since come to hand," and ending with the words, "our arrangements to leave Paris by the morning train in the 26th *idem.*"

Marked Petitioner's Exhibit No. 1,206.

Also circular letter G. No. 394. Dated Jena, March 20th, 1909, addressed, "To the Parties," beginning with the words, "The following transports of passengers from the Universal Reisebureau, Vienna have arrived," and ending with the words, "departure of the North West Transport Line according to the reports communicated is." 3752

Marked Petitioner's Exhibit No. 1,207.

Also circular letter G. No. 395. Dated Jena, March 20th, 1909, addressed, "To the Parties," reading, "Enclosed please find the additional agenda for the Paris meeting." Signed "H. Peters."

Marked Petitioner's Exhibit No. 1,208.

Also "Supplement" to the Agenda of the Meeting in Paris, 25th March, 1909, dated Jena, March 20th, 1909. Commencing with the figures and words "19) Russian Volunteer" and ending with the words and figures, "System. (G. No. 392.)" 3753

Marked Petitioner's Exhibit No. 1,209.

Also circular letter G. No. 397, dated Jena, March 22nd, 1909, addressed "To the Parties," beginning with the words, "Following further transports from," and ending with the words and figures, "and 749 steeragers."

3754 Marked Petitioner's Exhibit No. 1,210.

Also circular letter G. No. 398, dated Jena, March 23rd, 1909, addressed "To the Parties," beginning with the words, "The Cunard Line write under date March 20th," and ending with the words, "The matter is placed on the Agenda."

Marked Petitioner's Exhibit No. 1,211.

Also circular letter G. No. 399, dated Jena, March 25th, 1909, addressed "To the Parties," beginning with the words, "From Secretary Sandford I received," and ending with the words, "date March 22nd as follows * * * something can be done according to your
3755 views."

Marked Petitioner's Exhibit No. 1,212.

Also circular letter G. No. 400, dated Jena, March 29th, 1909, addressed, "To the Parties," beginning with the words, "Following transports from the Universal," and ending with the words, "transports therefore will be forwarded by S. S. 'Uranium' leaving Rotterdam, April 3rd."

Marked Petitioner's Exhibit No. 1,213.

Also circular letter G. No. 402. Dated Jena, March 31st, 1909, addressed "To the Parties," beginning with
3756 the words, "Following further transports from the Universal Reisebureau," and ending with the words, "I have informed Mr. Sandford that the committee as per Byelaw 22 is to be revived." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,214.

Also circular letter G. No. 403. Dated Jena, April 1st, 1909, addressed, "To the Parties," beginning with the words, "In G. No. 387 the number of steeragers embarked at Rotterdam for the," and ending with the words, "Of the 64 passengers from England 6 come from London and 58 from Liverpool."

Marked Petitioner's Exhibit No. 1,215. 3757

Also circular letter G. No. 405. Dated Jena, April 2nd, 1909, addressed, "To the Parties," beginning with the words, "The Parties are aware that at the Paris Meeting the Cunard Line agreed to an advance of Mediterranean steerage rates," and ending with the words, "whilst $3 increase on all continental steeragers would mean quite a lot money."

Marked Petitioner's Exhibit No. 1,216.

Also circular letter G. No. 407. Dated Jena, April 5th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report on April 1st," and ending with the words, "and of which 53 have been held up." 3758

Marked Petitioner's Exhibit No. 1,217.

Also circular letter G. No. 408. Dated Jena, April 7th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report that on April 2nd," and ending with the words, "38 passengers from the Universal-Reisebureau which passed Antwerp April 4th, are no doubt for the 'Raglan Castle', April 17th."

Marked Petitioner's Exhibit No. 1,218.

Also circular letter G. No. 409. Dated Jena, April 8th, 1909, addressed, "To the Parties," beginning with the words, "I received the following letter from Lloyd," and ending with the words, "Oriental business instead of making a general reduction on their rates." 3759

Marked Petitioner's Exhibit No. 1,219.

Also circular letter G. No. 411. Dated Jena, April 8th, 1909, addressed, "To the Parties," beginning with the words, "My attention is drawn to the year 1911 not being clearly impressed on the second line of Art. 25 of Agreement BB. Will the Parties please make a note in their copies."

3760 Marked Petitioner's Exhibit No. 1,220.

Also circular letter G. No. 412. Dated Jena, April 10th, 1909, addressed "To the Parties," beginning with the words, "According to Form 35 No. 3 the following payments are to be made for the month of March," and ending with the words "The Russian East Asiatic Co. will please send their checks to me."

Marked Petitioner's Exhibit No. 1,221.

Also circular letter G. No. 415. Dated Jena, April 13th, 1909, addressed, "To the Parties," beginning with the words, "S. S. 'Volturno' left New York Saturday April 10th with 40 steeragers."

3761 Marked Petitioner's Exhibit No. 1,222.

Also circular letter G. No. 416. Dated Jena, April 14th, 1909, addressed, "To the Parties," beginning with the words, "I beg to submit the following correspondence," and ending with the words, "I think it obvious that the passengers have to be pooled." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,223.

Also circular letter G. No. 417. Dated Jena, April 15th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report the following further passenger transports for the Atlantic
3762 Express."

Marked Petitioner's Exhibit No. 1,224.

Also circular letter G. No. 418. Dated Jena, April 15th, 1909, addressed, "To the Parties," beginning with the words "By G. 409 the Parties are informed that the White Star Line made a rate of £5 off Cherbourg," and ending with the words "please let me know their position with regard to the motion of the Hamburg-American Line."

Marked Petitioner's Exhibit No. 1,225.

Also circular letter G. No. 419. Dated Jena, April 19th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report the following further passenger transports for the Atlantic Express," and ending with the words, "left Rotterdam April 17th, and with how many steeragers." 3763

Marked Petitioner's Exhibit No. 1,226.

Also circular letter G. No. 420. Dated Jena, April 20th, 1909, addressed, "To the Parties," beginning with the words, "White Star, referring to G. No. 409 write," and ending with the words, "they think they will be able to make up their minus without any such reduction." 3764

Marked Petitioner's Exhibit No. 1,227.

Also circular letter G. No. 421. Dated Jena, April 20th, 1909, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd write," and ending with the words, "and not allowing them to pass into the hands of the people who have not directly to deal with them."

Marked Petitioner's Exhibit No. 1,228.

Also circular letter G. No. 422. Dated Jena, April 20th, 1909, addressed, "To the Parties," beginning with the words, "I informed the parties that S. S. 'Raglan Castle' left Rotterdam on Monday April 19th," and ending with the words, "it is to be supposed that the rest of 53 1/2 steeragers were booked in England." 3765

Marked Petitioner's Exhibit No. 1,229.

Also circular letter G. No. 423. Dated Jena, April 23rd, 1909, addressed, "To the Parties," beginning with the words, "As stated in byelaw 122 a general advance in the II Cabin rates was proposed by the British Lines," and ending with the words, "take the matter up by correspondence but so far have not done so."

3766 Marked Petitioner's Exhibit No. 1,230.

Also circular letter G. No. 425. Dated Jena, April 24th, 1909, addressed, "To the Parties," beginning with the words, "In accordance with Minute 115 I beg to send some copies of statistics of passengers," and ending with the words, "have received the corrected figures from Mr. Sandford."

Marked Petitioner's Exhibit No. 1,231.

Also circular letter G. No. 426. Dated Jena, April 26th, 1909, addressed, "To the Parties," beginning with the words, "The 274 steeragers reported in G. No. 422 which sailed with S. S. 'Raglan Castle' April
3767 19th from Rotterdam," and ending with the words, "The tug landed the steeragers at the station of Rotterdam."

Marked Petitioner's Exhibit No. 1,232.

Also circular letter G. No. 427. Dated Jena, April 26th, 1909, addressed, "To the Parties," beginning with the words, "On this point the following letters have been received from the," and ending with the words, "they will have to bring their claim to arbitration."

Marked Petitioner's Exhibit No. 1,233.

3768 Also circular letter G. No. 428. Dated Jena, April 26th, 1909, addressed, "To the Parties," beginning with the words, "Mr. Sandford writes," and ending with the words, "until further developments may indicate that protective steps are justified."

Marked Petitioner's Exhibit No. 1,234.

Also circular letter G. No. 429. Dated Jena, April 28th, 1909, addressed, "To the Parties," beginning with the words, "As to the proposed advance in II cabin rates I beg to rectify circular letter G. No. 425," and ending with the words, "and that this proposition was made by the Continental Lines."

Marked Petitioner's Exhibit No. 1,235. 3769

Also circular letter G. No. 430. Dated Jena, April 29th, 1909, addressed, "To the Parties," beginning with the words, "In reply to G. No. 423 the Allan Line write," and ending with the words, "make any progress by corresponding with the Cie. Gle. Transatlantique."

Marked Petitioner's Exhibit No. 1,236.

Also circular letter G. No. 431. Dated Jena, April 29th, 1909, addressed, "To the Parties," beginning with the words, "In the statistics of II cabin passengers I regret to say have occurred several errors," and ending with the words, "destroy the sheets showing said years and to substitute them by the enclosed ones." 3770

Marked Petitioner's Exhibit No. 1,237.

Also circular letter G. No. 432. Dated Jena, April 30th, 1909, addressed, "To the Parties," beginning with the words, "I beg to promulgate the following statement of the," and ending with the words, "give their replies to the above statement in two copies one for Mr. Wilding and one for me to Smyth."

Marked Petitioner's Exhibit No. 1,238.

Also carbon copy of letter. Dated May 10th, 1909, addressed, "The Secretary, North Atlantic Passenger Conference, James Street, Liverpool." beginning with the words, "Referring to Secretary Peters' letter of the 30th ultimo," and ending with the words, "for British business to.....£10.10.0." 3771

Marked Petitioner's Exhibit No. 1,239.

Also circular letter G. No. 434. Dated Jena, May 1st, 1909, addressed, "To the Parties," beginning with the words, "As next week I have to go to London for a meeting," and ending with the words, "I shall inform in due time the different Lines when I expect to call on them."

3772 Marked Petitioner's Exhibit No. 1,240.

Also circular letter G. No. 435. Dated Jena, May 3rd, 1909, addressed, "To the Parties," beginning with the words, "The Holland American Line sent me an advertisement in a Dutch paper," and ending with the words, "and we for our part consider that it is a phrase which should be barred."

Marked Petitioner's Exhibit No. 1,241.

Also circular letter G. No. 436. Dated Jena, May 4th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report the following passengers for the North West Transport
3773 Line," and ending with the words, "so that 149 steeragers must have come from elsewhere."

Marked Petitioner's Exhibit 1,242.

Also circular letter G. No. 437. Dated Jena, May 6th, 1909, addressed, "To the Parties," beginning with the words, "The Allan Line write," and ending with the words, "and so preserve the existing differentials."

Marked Petitioner's Exhibit 1,243.

Also circular letter G. No. 438. Dated Jena, May 6th, 1909, addressed, "To the Parties," beginning with the words, "The Allan Line and simultaneously the White Star Line send me the following copy of a let-
3774 ter," and ending with the words, "I reserve the question of costs until the Arbitration shall have been contemplated." Signed "R. B. Finlay."

Marked Petitioner's Exhibit No. 1,244.

Also circular letter G. No. 439. Dated Jena, May 6th, 1909, addressed, "To the Parties," beginning with the words, "I received the following information of April 27th from Mr. Sandford," and ending with the words, "amply proves that their report was conservative and justified."

Marked Petitioner's Exhibit No. 1,245. 3775

Also circular letter G. No. 440. Dated Jena, May 11th, 1909, addressed, "To the Parties," beginning with the words, "The Allan Line write," and ending with the words, "which necessarily imply comparison unfavorable to competing Lines in Conference."

Marked Petitioner's Exhibit No. 1,246.

Also circular letter G. No. 441. Dated Jena, May 11th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line advise the following arrivals of passengers for the North West Transport Line," and ending with the words, "the 'Uranium' is advertised to leave Rotterdam on the 15th instant." 3776

Marked Petitioner's Exhibit No. 1,247.

Also circular letter G. No. 442. Dated Jena, May 11th, 1909, addressed, "To the Parties," beginning with the words, "In reply to G. No. 430 the White Star Dominion Canadian service write," and ending with the words, "and plus the cost of transportation Paris to the Continental port."

Marked Petitioner's Exhibit No. 1,248.

Also circular letter G. No. 443. Dated Jena, May 11th, 1909, addressed, "To the Parties," beginning with the words, "Referring to the monthly statements and the summary statement for April 1," and ending with the words, "The Cunard Line and White Star Line will kindly send their checks for the Continental Lines to me." Signed, "H. Peters." 3777

Marked Petitioner's Exhibit No. 1,249.

Also circular letter G. No. 445. Dated Jena, May 12th, 1909, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd write," and ending with the words, "I send Mr. Wilding a copy of this letter."

3778 Marked Petitioner's Exhibit No. 1,250.

Also circular letter G. No. 446. Dated Jena, May 12th, 1909, addressed, "To the Parties," beginning with the words, "The N. D. Lloyd inform me that according to informations he has got of late the North West Transport Line," and ending with the words, "The railroad fare Belgrade-Basle is 28 Francs."

Marked Petitioner's Exhibit No. 1,251.

Also circular letter. Dated Jena, May 13th, 1909, addressed, "To Hamburg-American Line, Holland-America Line, Norddeutscher Lloyd, Red Star Line,
3779 Cie. Gle. Transatlantique, Cunard Line, White Star Line, Anchor Line," reads as follows: "Enclosed I beg to hand printed copies of the Agreement of May 7th, 1909, between the Cunard Line and the Continental Lines."

Marked Petitioner's Exhibit No. 1,252.

Also circular letter G. No. 448. Dated Jena, May 13th, 1909, addressed, "To the Parties," beginning with the words, "In reply to G. No. 433, the Russian American Line inform me that they will hardly be able to arrange their eastbound sailings," and ending with the words, "their steamers had to leave New
3780 York on Wednesday."

Marked Petitioner's Exhibit No. 1,253.

Also circular letter G. No. 449. Dated Jena, May 15th, 1909, addressed, "To the Parties," beginning with the words, "The White Star Line request me to put on the Agenda of the next A. C. Meeting," and ending with the words, "they are not to be considered as alterations to the main agreement unless expressly so stated."

Marked Petitioner's Exhibit No. 1,254.

Also circular letter G. No. 450. Dated Jena, May 15th, 1909, addressed, "To the Parties," beginning with the words, "The Cie Gle. Transatlanticque write," and ending with the words, "whether they agree to disqualify the agent Ivan Buchel at Buchs." 3781

Marked Petitioner's Exhibit No. 1,255.

Also Appendix to G. No. 450. Beginning with the words, "For the information of the Croation travellers who want to go to America," and ending with the words, "Some friends to the Croation travellers abroad and in foreign countries."

Marked Petitioner's Exhibit No. 1,256.

Also translation of letter G. No. 450. Dated Jena, May 15th, addressed, "Agent Büchel in Buchs (Switzerland)," beginning with the words, "The French Line write," and ending with the words, "Will the lines please inform me, whether they agree to disqualify the agent Ivan Buchel at Buchs." 3782

Marked Petitioner's Exhibit No. 1,257.

Also circular letter G. No. 451. Dated Jena, May 15th, 1909, addressed, "To the Parties," beginning with the words, "The Allan Line write," and ending with the words, "Atlantic Conference matters which have nothing whatever to do with passenger business." 3783

Marked Petitioner's Exhibit No. 1,258.

Also circular letter G. No. 453. Dated Jena, May 19th, 1909, addressed, "To the Parties," beginning with the words, "In reply to G. No. 435, the Hamburg-American Line write," and ending with the words, "which will no doubt interest the parties."

Marked Petitioner's Exhibit No. 1,259.

Also circular letter G. No. 454. Dated Jena, May 19th, 1909, addressed, "To the Parties," beginning

3784 with the words, "I received several communications," and ending with the words, "this privilege must apply to all lines equally."

Marked Petitioner's Exhibit No. 1,260.

Circular letter G. No. 455. Dated Jena, May 21st, 1909, addressed, "To the Parties," reads as follows: "Of the passengers S. S. 'Uranium' from Rotterdam May 15th were."

Marked Petitioner's Exhibit No. 1,261.

Also circular letter G. No. 11. Dated Jena den 10 Marz 1908, addressed "To the Parties," beginning with the words, "In Art. 3 of the contract there are
3785 named under 4, 5, 6, 7," and ending with the words, "their individual shares in the westbound and eastbound steerage business."

Marked Petitioner's Exhibit 1,262.

Also circular letter G. No. 14. Dated Jena, March 13th, 1908, addressed, "To the Parties," beginning with the words, "With regard to the contract of the Atlantic Conference some amendments have been proposed," and ending with the words, "8. I. M. M. Co. White Star Line, American Line, Dominion Line."

Marked Petitioner's Exhibit 1,263.

3786 Also circular letter G. No. 16. Dated Jena, March 16th, 1908, addressed, "To the Parties," beginning with the words, "There being a number of distinctly separate companies included in the N. D. L. V. Lines," and ending with the words, "to show the individual shares of the N. D. L. V. Lines as in the contract one percentage only is provided for them also."

Marked Petitioner's Exhibit 1,264.

Also circular letter G. No. 23. Dated Jena, March 24th, 1908, addressed, "To the Parties," beginning with the words, "All parties have agreed Hapag to

meet Volturno competition," and ending with the words, "which is hereby confirmed." 3787

Marked Petitioner's Exhibit No. 1,265.

Also circular letter G. No. 26. Dated Jena, March 30th, 1908, addressed, "To the Parties," beginning with the words, "As in each of the eastbound and westbound statistics returns received up to date," and ending with the words "to meet the wishes of the other lines."

Marked Petitioner's Exhibit No. 1,266.

Also circular letter G. No. 29. Dated Jena, April 1st, 1908, addressed, "To the Parties," beginning with the words, "On 30th ultimo I wired that after a general advance in eastbound continental rates had been agreed their compensation of seven dollars must be increased to eleven dollars," and ending with the words, "and it rests therefore with Hapag if they will continue the $23 rate or not. 3788

Marked Petitioner's Exhibit No. 1,267.

Also circular letter G. No. 35. Dated Jena, April 6th, 1908, addressed, "To the Parties," beginning with the words, "Referring to your circular letter G. No. 26 of the 30th ultimo," and ending with the words, "and without prejudice of the position of each party in the eastbound pool." 3789

Marked Petitioner's Exhibit No. 1,268.

Also circular letter G. No. 38. Dated Jena, April 8th, 1908, addressed, "To the Parties," beginning with the words, "Johnson, General Agent, East Asiastic, issued circulars," and ending with the words, "will always find it to their interest to attract and to encourage competition."

Marked Petitioner's Exhibit No. 1,269.

Also circular letter G. No. 50. Dated Jena, April 23rd, 1908, addressed, "To the Parties," beginning

3790 with the words, "The Hamburg American Line send me a circular of A. E. Johnson Co." and ending with the words, "able to control agents or general agents either in Europe or in the United States?"

Marked Petitioner's Exhibit No. 1,270.

Also circular letter G. No. 54. Dated Jena, April 25th, 1908, addressed, "To the Parties," beginning with the words, "Referring to G. No. 50 Lloyd's send me a joint circular," and ending with the words, "time might be too short." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,271.

3791 Also circular letter G. No. 58. Dated Jena, April 28th, 1908, addressed, "To the Parties," beginning with the words, "By bookpost registered I beg to send 3 copies," and ending with the words, "I shall have the Agreements Y, Z and AA with appendixes bound in one."

Marked Petitioner's Exhibit No. 1,272.

Also circular letter G. No. 60. Dated Jena, April 30th, 1908, addressed, "To the Parties," beginning with the words, "The Hamburg American Line write me a letter of which the," and ending with the words, "Libau will now be lost to the Russian Lines."

3792 Marked Petitioner's Exhibit No. 1,273.

Also circular letter G. No. 63. Dated Jena, May 2nd, 1908, addressed, "To the Parties," beginning with the words, "Referring to the monthly statement," and ending with the words "the average per sailing for 1908, shall not exceed 100."

Marked Petitioner's Exhibit No. 1,274.

Also circular letter G. No. 65. Dated Jena, May 4th, 1908, addressed, "To the Parties," beginning with the words, "The secretary of the N. A. P. C. writes," and ending with the words, "I have to be guided by the contract."

Marked Petitioner's Exhibit No. 1,275. 3793

Also circular letter G. No. 68. Dated Jena, May 5th, 1908, addressed, "To the Parties," beginning with the words, "For the information of the Continental Lines," and ending with the words, "which I passed on to the parties."

Marked Petitioner's Exhibit No. 1,276.

Also circular letter G. No. 74. Dated Jena, May 7th, 1908, addressed, "To the Parties," beginning with the words, "The following views on the point raised by the Allan Line in G. No. 63," and ending with the words, "as the questions are not of such vital importance." 3794

Marked Petitioner's Exhibit No 1,277.

Also circular letter G. No. 77, dated Jena, May 9th, 1908, addressed, "To the Parties," beginning with the words, "Today I beg to send the monthly statements for April," and ending with the words, "when the payments have been made or received."

Marked Petitioner's Exhibit No. 1,278.

Also circular letter G. No. 79, dated Jena, May 9th, 1908, addressed, "To the Parties," beginning with the words, "Hapag wired that according to more precise information," and ending with the words, "25 passengers had to be transferred to the Jelunga." 3795

Marked Petitioner's Exhibit No. 1,279.

Also circular letter G. No. 81, dated Jena, May 11th, 1908, addressed, "To the Parties," beginning with the words, "I beg to lay before the parties the following correspondence," and ending with the words, "Austro has a few days ago reduced their eastbound Italian rate to $10."

Marked Petitioner's Exhibit No. 1,280.

3796 Also circular letter G. No. 87, dated Jena, May 13th, 1908, addressed, "To the Parties," beginning with the words, "In the account between Atlantic Conference and Canadian Lines," and ending with the words, "when the payments have been made or received."

Marked Petitioner's Exhibit No. 1,281.

Also circular letter G. No. 97, dated Jena, May 16th, 1908, addressed, "To the Parties," beginning with the words, "The numbers of emigrants by 'San Giovanni,' " and ending with the words, "Austro not being member agreement cannot be entertained."

3797 Marked Petitioner's Exhibit No. 1,282.

Also circular letter G. No. 101, dated Jena, May 19th, 1908, addressed, "To the Parties," beginning with the words, "I informed the parties that the next meeting of the members," and ending with the words, "which I would submit for consideration."

Marked Petitioner's Exhibit No. 1,283.

Also circular letter Atlantic Conference, subjects to be dealt with at the Meeting in London, 25th of May, 1908, Savoy Hotel at 10 A. M., beginning with the words, "(1) Compensation for fighting the New York Continental Line," and ending with the words,
3798 "(12) and commission for such passengers."

Marked Petitioner's Exhibit No. 1,284.

Also circular letter G. No. 115, dated Jena, May 29th, 1908, addressed, "To the Parties," beginning with the words, "I repeat here the following cable correspondence with Secretary Sandford," and ending with the words, "Eventually arbitration will have to decide."

Marked Petitioner's Exhibit No. 1,285.

Also circular letter G. No. 125, dated Jena, June 4th, 1908, addressed, "To the Parties," beginning with the words, "The Holland-American Line inform me that their steamer 'Nieuw Amsterdam,'" and ending with the words, "Petersburg got 950 steeragers." 3799

Marked Petitioner's Exhibit No. 1,286.

Also circular letter G. No. 127, dated Jena, June 4th, 1908, addressed, "To the Parties," beginning with the words, "Lloyd received from New York following cable," and ending with the words, "Pool agreements urgently needed."

Marked Petitioner's Exhibit No. 1,287.

Also circular letter G. No. 130, dated Jena, June 6th, 1908, addressed, "To the Parties," beginning with the words, "From Mr. Sandford I received a copy of his following circular letter," and ending with the words, "will not henceforth circularize them on my part." 3800

Marked Petitioner's Exhibit No. 1,288.

Also circular letter G. No. 140, dated Jena, June 11th, 1908, addressed, "To the Parties," beginning with the words, "I send today the Monthly Statements for May," and ending with the words, "when the payments have been made or received."

3801

Marked Petitioner's Exhibit No. 1,289.

Also circular letter G. No. 165, dated Jena, June 22nd, 1908, addressed, "To the Parties," beginning with the words, "The Hamburg America Line write," and ending with the words, "Requesting the favor of a reply by return."

Marked Petitioner's Exhibit No. 1,290.

Also circular letter G. No. 180, dated Jena, July 1st, 1908, addressed, "To the Parties," beginning with the words, "I herewith beg to send a number of copies of

3802 the London Agreements," and ending with the words, "so far as they are still to be recorded."

Marked Petitioner's Exhibit No. 1,291.

Also circular letter G. No. 181, dated Jena, July 1st, 1908, addressed, "To the Parties," beginning with the words, "Lloyd request me to ask the Parties," and ending with the words, "received proof copies through Mr. Smyth."

Marked Petitioner's Exhibit No. 1,292.

Also circular letter G. No. 190, dated Jena, July 7th, 1908, addressed, "To the Parties," beginning with the
3803 words, "I informed the Lines specially interested in Mediterranean business," and ending with the words, "I beg to ask for instructions if they are to be invited too."

Marked Petitioner's Exhibit No. 1,293.

Also circular letter G. No. 193, dated Jena, July 9th, 1908, addressed, "To the Parties," beginning with the words, "Today I send the Monthly Statements for the month of June," and ending with the words, "when the payments have been made or received."

Marked Petitioner's Exhibit No. 1,294.

Also circular letter G. No. 213, dated Jena, July
3804 24th, 1908, addressed, "To the Parties," beginning with the words, "I beg to confirm what the Parties are already informed," and ending with the words, "of the gentlemen who may be expected to be present."

Marked Petitioner's Exhibit No. 1,295.

Also circular letter G. No. 216, dated Jena, July 27th, 1908, addressed, "To the Parties," beginning with the words, "With reference to this point so far the following Lines," and ending with the words, "in case the Parties might wish to discuss it further." Signed "H. Peters."

Marked Petitioner's Exhibit No. 1,296. 3805

Also circular letter G. No. 217, dated Jena, July 29th, 1908, addressed, "To the Parties," beginning with the words, "Since the beginning of the pool the Scandinavian," and ending with the words, "which it can give, if judiciously treated."

Marked Petitioner's Exhibit No. 1,297.

Also circular letter G. No. 228, dated Jena, August 13th, 1908, addressed, "To the Parties," beginning with the words, "On the annexed sheets I beg to give a statement," and ending with the words, "that they have been found correct."

Marked Petitioner's Exhibit No. 1,298. 3806

Also circular letter Annex to G. No. 228, 13/8,/08, beginning with the words, "The westbound percentages being agreed," and ending with the words, "The final eastbound percentages remain therefore unaltered."

Marked Petitioner's Exhibit No. 1,299.

Also circular letter G. No. 252, dated Jena, Sept. 10th, 1908, addressed, "To the Parties," beginning with the words, "Yesterday Mr. V. Benislavski was here," and ending with the words, "I shall communicate with the R. E. Co."

Marked Petitioner's Exhibit No. 1,300. 3807

Also circular letter G. No. 253, dated Jena, Sept. 11th, 1908, addressed, "To the Parties," beginning with the words, "Today I send the Monthly Statements for August," and ending with the words, "the respective Lines will please send their check to me."

Marked Petitioner's Exhibit No. 1,301.

Also circular letter G. No. 257, dated Jena, Sept. 21st, 1908, addressed, "To the Parties," beginning with the words, "With reference to G. 255 the White

3808 Star Line write," and ending with the words, "be taken as part of a basis for arriving at correct percentages."

Marked Petitioner's Exhibit No. 1,302.

Also circular letter No. 258, dated Jena, Sept. 21st, 1908, addressed, "To the Parties," beginning with the words, "I have asked the R. E. SS. Co. for the exact figures," and ending with the words, "of the Lines have not replied yet."

Marked Petitioner's Exhibit No. 1,303.

Also circular letter G. No. 269, dated Jena, Oct. 2nd, 1908, addressed, "To the Parties," beginning with the words, "With reference to G. No. 257 the
3809 Red Star Line write," and ending with the words, "to be added to the memo of the Agreement."

Marked Petitioner's Exhibit No. 1,304.

Also circular letter G. No. 287, dated Jena, Oct. 29th, 1908, addressed, "To the Parties," beginning with the words, "In the Agreement sent with G. No. 285 there is," and ending with the words, "page 2 and substitute it by the enclosed sheet." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,305.

Also Agreement BB, headed Art. 3, beginning with
3810 the words, "The Russian Eastasiatic S. S. Co. shall receive," and ending with the words, "east or west as the case may be."

Marked Petitioner's Exhibit 1,306.

Also circular letter G. No. 289, dated Jena, Nov. 3rd, 1908, addressed, "To the Parties," beginning with the words, "On October 26th I received the following letter from Mr. Smyth," and ending with the words, "I shall put the question on the Agenda of the next meeting."

Marked Petitioner's Exhibit No. 1,307.

Also circular letter G. No. 292, dated Jena, Nov. 9th, 1908, addressed, "To the Parties," beginning with the words, "Enclosed I beg to hand a proof copy of the Agreement," and ending with the words, "I intend to send the Agreement to the Russian Eastasiatic SS. Co. on the 16th instant nothing unforeseen happening." 3811

Marked Petitioner's Exhibit 1,308.

Also circular letter G. No. 296, dated Jena, Nov. 17th, 1908, addressed, "To the Parties," beginning with the words, "I received the following letter from the White Star Line," and ending with the words, "I have noted the matter for the Agenda."

Marked Petitioner's Exhibit No. 1,309. 3812

Also circular letter G. No. 305, dated Jena, Nov. 28th, 1908, addressed, "To the Parties," beginning with the words, "Mr. A. Coshilanic-Onishcavich, who was formerly an employe of the Anglo Continentales Reisebureau," and ending with the words, "that the British Lines fall in with the proposal of the Continental Lines."

Marked Petitioner's Exhibit No. 1,310.

Also circular letter G. No. 311, dated Jena, Dec. 14th, 1908, addressed, "To the Parties," beginning with the words, "According to Minute 91 of the Cologne Meeting," and ending with the words, "I shall then send copies to the other parties." 3813

Marked Petitioner's Exhibit No. 1,311.

Also circular letter G. No. 313, dated Jena, Dec. 16th, 1908, addressed, "To the Parties," beginning with the words, "I received from Dr. Wiegand the following letter dated Cannes, Decbr. 13th," and ending with the words, "Please communicate at once with all the Lines interested."

Marked Petitioner's Exhibit No. 1,312.

3814 Also circular letter G. No. 315, dated Jena, Dec. 19th, 1908, addressed, "To the Parties," beginning with the words, "I beg to submit the following letter received today from the Canadian Pacific Railway Co.," and ending with the words, "I shall be glad to receive the replies of the Lines to this proposal."

Marked Petitioner's Exhibit No. 1,313.

Also circular letter G. No. 322, dated Jena, Jan. 2nd, 1909, addressed, "To the Parties," beginning with the words, "On December 28th I sent the following message," and ending with the words, "If however it should be the case will such Line please wire me, not later than 5th instant here."

3815

Marked Petitioner's Exhibit No. 1,314.

Also circular letter G. No. 330, dated Jena, Jan. 16th, 1909, addressed, "To the Parties," beginning with the words, "Enclosed I beg to hand copy of Mr. Wildings award," and ending with the words, "each their share in the fee of the arbitrator."

Marked Petitioner's Exhibit No. 1,315.

Also Enclosure to G. No. 330, headed Allowance of more than 5% Commission to Agents in America on First-Class Business, beginning with the words, "7½% has been allowed to agents other than Gen-
3816 eral Agents," and ending with the words, "to be paid in equal proportions by the four defaulting Lines."

Marked Petitioner's Exhibit No. 1,316.

Also circular letter G. No. 348, dated Jena, Feb. 12th, 1909, addressed, "To the Parties," beginning with the words, "The Allan Line write, 'In accordance with Byelaw No. 10,' " and ending with the words, "it is competent for the White Star Line to continue a Canadian Service."

Marked Petitioner's Exhibit No. 1,317.

Also circular letter G. No. 349, dated Jena, Feb. 13th, 1909, addressed, "To the Parties," beginning with the words, "According to Form 35 No. 1 I beg to request the Parties," and ending with the words, "The Lines will please remit me the amounts in due time." 3817

Marked Petitioner's Exhibit No. 1,318.

Also circular letter G. No. 353, dated Jena, Feb. 16th, 1909, addressed, "To the Parties," beginning with the words, "On this subject the following Lines have put forward their views," and ending with the words, "have always maintained a service between Liverpool and Montreal."

Marked Petitioner's Exhibit No. 1,319. 3818

Also circular letter G. No. 354, dated Jena, Feb. 16th, 1909, addressed, "To the parties," beginning with the words, "Enclosed I beg to hand copy of the arbitrator's award," and ending with the words, "for the arbitrator."

Marked Petitioner's Exhibit No. 1,320.

Also Appendix to G. No. 354, dated The Moorings Basset, Southampton, Feb. 13th, 1909, beginning with the words, "I am asked to settle the First and Second-Class Rates," and ending with the words, "to be charged by the Red Star Line for the Lapland during 1909 be:" 3819

Marked Petitioner's Exhibit No. 1,321.

Also circular letter G. No. 360, dated Jena, Feb. 20th, 1909, addressed, "To the Parties," beginning with the words, "We herewith beg to say that in respect of the Allan Line's notice," and ending with the words, "against the standpoint taken by the Allan Line."

Marked Petitioner's Exhibit No. 1,322.

Also circular letter G. No. 363, dated Jena, Feb. 23rd, 1909, addressed, "To the Parties," beginning

3820 with the words, "Referring to your G. No. 353 we note that the Hamburg American Line," and ending with the words, "may probably have to be decided by a second arbitration."

Marked Petitioner's Exhibit No. 1,323.

Also circular letter G. No. 365, dated Jena, Feb. 26th, 1909, addressed, "To the Parties," beginning with the words, "According to reports received from the Red Star Line," and ending with the words, "I await to hear if the British Lines concur." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,324.

3821 Also circular letter G. No. 386, dated Jena, March 15th, 1909, addressed, "To the Parties," beginning with the words, "Referring to circular letter G. No. 377 & 383," and ending with the words, "in the event of your claiming arbitration as against the I. M. M. Co."

Marked Petitioner's Exhibit No. 1,325.

Also circular letter G. No. 389, dated Jena, March 16th, 1909, addressed, "To the Parties," beginning with the words, "I received a letter from Mr. Cosulich," and ending with the words, "by all the other S. S. Lines in the North Atlantic trade."

3822 Marked Petitioner's Exhibit 1,326.

Also circular letter G. No. 392, dated Jena, March 19th, 1909, addressed, "To the Parties," beginning with the words, "I received the following letter from White Star Line," and ending with the words, "but only to have found themselves in a rather weak position."

Marked Petitioner's Exhibit No. 1,327.

Also circular letter G. No. 401, dated Jena, March 29th, 1909, addressed, "To the Parties," beginning

with the words, "Enclosed I beg to hand typed copies of minutes," and ending with the words, "printed copies will follow in a few days." 3823

Marked Petitioner's Exhibit 1,328.

Headed Atlantic Conference, beginning with the words, "The Lines, Allan excepted, agree to revive Byelaw 22," and ending with the words, "Signed: Ch. Tattet for the Cabin Agreement."

Marked Petitioner's Exhibit No. 1,329.

Also circular letter G. No. 413, dated Jena, April 10th, 1909, addressed, "To the Parties," beginning with the words, "The Mediterranean Lines having finally agreed to increase their eastbound rates," and ending with the words, "instruct their American representatives accordingly." 3824

Marked Petitioner's Exhibit No. 1,330.

Also circular letter G. No. 433, dated Jena, April 30th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line wired me that yesterday 120 Italians passed Antwerp for N. W. T. L.," and ending with the words, "their eastbound sailings."

Marked Petitioner's Exhibit No. 1,331.

Also circular letter G. No. 446, dated Jena, May 12th, 1909, addressed, "To the Parties," beginning with the words, "The N. D. Lloyd inform me that according to informations he has got of late," and ending with the words, "The railroad fare Belgrad-Basle is 28 Francs." 3825

Marked Petitioner's Exhibit No. 1,332.

Also circular letter G. No. 447, dated Jena, May 13th, 1909, addressed, "To the Parties," beginning with the words, "The Holland American Line write that the S S. 'Uranium,'" and ending with the words,

3826 "they are willing to join in an eventual disqualification."

Marked Petitioner's Exhibit No. 1,333.

Also circular letter G. No. 463, dated Jena, May 28th, 1909, addressed, "To the Parties," beginning with the words, "The White Star Line send me copy of correspondence," and ending with the words, "on passengers delivered to Canadian Railways as per annex."

Marked Petitioner's Exhibit No. 1,334.

Also Annex to G. No. 463, headed From I. I. & Co., L'pool dated March 29th, 1909, to Mr. F. C. Salter,
3827 Grand Trunk Railway, beginning with the words, "Referring to your letter to me of the 13th instant," and ending with the words, "correspondence with the Grand Trunk Railway and yourself, as per attached."

Marked Petitioner's Exhibit No. 1,335.

Also circular letter G. No. 469, dated Jena, June 1st, 1909, addressed, "To the Parties," beginning with the words, "Acknowledging your favor of the 24th inst., enclosing copies of recent correspondence," and ending with the words, "attack by a competing Rail Line having no status in our Conference." Signed: "H. Peters."

3828 Marked Petitioner's Exhibit No. 1,336.

Also circular letter G. No. 488, dated Jena, June 12th, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line write, that besides the compensation of $4," and ending with the words, "the Lines will please consider it in principle."

Marked Petitioner's Exhibit No. 1,337.

Also circular letter G. No. 525, dated Jena, July 13th, 1909, addressed, "To the Parties," beginning

with the words, "We have your favor of the 6th inst. (G. 514)," and ending with the words, "eventually Lines would be entitled to take recourse to article 11b." 3829

Marked Petitioner's Exhibit No. 1,338.

Also circular letter G. No. 557, dated Jena, Aug. 19th, 1909, addressed, "To the Parties," beginning with the words "With reference to G. No. 517, the parties who were of opinion," and ending with the words, "to pay the above amounts to the Russian American Line at Libau."

Marked Petitioner's Exhibit No. 1,339.

Also circular letter G. No. 563, dated Jena, Aug. 21st, 1909, addressed, "To the Parties," beginning with the words, "In reply to G. No. 553 the Holland-American Line write," and ending with the words, "strictly adheres to every stipulation of Agreement V." 3830

Marked Petitioner's Exhibit No. 1,340.

Also circular letter G. No. 613, dated Jena, Oct. 7th, 1909, addressed, "To the Parties," beginning with the words "According to Monthly Adjustment-Statements for September," and ending with the words, "send their cheques direct to the Russian East-Asiatic S. S. Co. at Libau."

3831

Marked Petitioner's Exhibit No. 1,341.

Also circular letter G. No. 614, dated Jena, Oct. 7th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line send me the following bill for fighting steamers," and ending with the words, "the latter will please refund $0.52 to the Allan Line."

Marked Petitioner's Exhibit No. 1,342.

Also circular letter G. No. 638, dated Jena, Nov. 3rd, 1909, addressed, "To the Parties," beginning with

3832 the words, "The Russian American Line write under date of October 30th," and ending with the words, "I wired the Russian American Line this objection."

Marked Petitioner's Exhibit No. 1,343.

Also circular letter G. No. 653, dated Jena, Nov. 15th, 1909, addressed, "To the Parties," beginning with the words, "Please put on the Agenda for this meeting the question," and ending with the words, "an advance of the second-class rates to be put on the Agenda."

Marked Petitioner's Exhibit No. 1,344.

3833 Also circular letter G. No. 654, dated Jena, Nov. 16th, 1909, addressed, "To the Parties," beginning with the words, "The Hamburg American Line desire as a further point," and ending with the words, "Philadelphia and Boston to II class passengers."

Marked Petitioner's Exhibit No. 1,345.

Also circular letter G. No. 659, dated Jena, Nov. 19th, 1909, addressed, "To the Parties," beginning with the words, "Referring to my letter of April 2nd, 1908, giving you the division" and ending with the words, "I do not propose to make any change in the Eastbound allotment."

3834 Marked Petitioner's Exhibit No. 1,346.

Also circular letter G. No. 666, dated Jena, Nov. 29th, 1909, addressed, "To the Parties," beginning with the words, "Enclosed I beg to send copies of the minutes of the meeting," and ending with the words, "printed copies will follow."

Marked Petitioner's Exhibit No. 1,347.

Headed Conference Meeting of November 25th, 1909, in London, Savoy Hotel, beginning with the words, "Allan Line, Mr. Hugh A. Allan," and ending with the words, "British Conference who will communicate with the Continental Lines."

Marked Petitioner's Exhibit No. 1,348. 3835

Headed The subcommittee appointed by the General Meeting today recommends the following, beginning with the words, "Considering the unanimous wish of the British Lines," and ending with the words, "may have turned over business to competing outside Lines." Signed: "Plettenberg, G. Weingartner, P. van der Graaf, S. J. Lister, C. Swain, John Aitchison, W. McK. Rodan, Ad. Storm."

Marked Petitioner's Exhibit No. 1,349.

Headed Memo of Sub-Committee, beginning with the words, "H. 2 Agreement. This Agreement was discussed," and ending with the words, "arranging the simplest method of covering the point." Signed: "Ad-Storm." 3836

Marked Petitioner's Exhibit No. 1,350.

Also circular letter G. No. 456. Dated Jena, May 24th, 1909, addressed, "To the Parties," written in French.

Marked Petitioner's Exhibit No. 1,351.

Also translation of circular letter G. No. 456, beginning with the words, "As regards use of superlatives we enclose circular of the C. P. R.," and ending with the words, "the magnificence and sumptuous decorations of the staterooms and saloons." 3837

Marked Petitioner's Exhibit No. 1,352.

Also circular letter G. No. 458, dated Jena, May 26th, 1909, addressed, "To the Parties," beginning with the words "Cable is received saying that 'Estonia' left New York May 24th," and ending with the words, "Rusamerika is entitled to a compensation of $2 per adult."

Marked Petitioner's Exhibit No. 1,353.

3838 Also circular letter G. No. 459, dated Jena, May 26th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line advises the following passengers for the North West Transport Line," and ending with the words, "The next departure is by the 'Raglan Castle,' on the 29th inst."

Marked Petitioner's Exhibit No. 1,354.

Also circular letter G. No. 461, dated Jena, May 27th, 1909, addressed,. "To the Parties," beginning with the words "The Holland American Line received from their New York office the following 'confidential' letter," and ending with the words, "Richards cannot be held for possible outstanding prepaids."

3839

Marked Petitioner's Exhibit No. 1,355.

Also circular letter G. No. 462, dated Jena, May 27th, 1909, addressed, "To the Parties," beginning with the words, "The Nordd. Lloyd inform me that the North West Transport Line have reduced their rates," and ending with the words, "Kr. 125 inclusive of board and lodging and American headtax for the passengers to New York."

Marked Petitioner's Exhibit No. 1,356.

Also circular letter G. No. 464, dated Jena, May 29th, 1909, addressed. "To the Parties," beginning
3840 with the words, "The Russian American Line up till now when refunding prepaids deducted 10%," and ending with the words, "Will the Lines please inform me of their views on the subject."

Marked Petitioner's Exhibit No. 1,357.

Also circular letter G. No. 465, dated Jena, May 29th, 1909, addressed, "To the Parties," beginning with the words, "S. S. 'Raglan Castle,' which sailed from New York on May 12th with 127 passengers in steerage & 3 in cabin," and ending with the words, "Vienna passed Antwerp on their way to Rotterdam for the Atlantic Express Co."

Marked Petitioner's Exhibit No. 1,358.

3841

Also circular letter G. No. 467, dated Jena, May 29th, 1909, addressed, "To the Parties," beginning with the words "The Continental Line are unanimous to disqualify the firm Corecco & Brivio," and ending with the words, "should be extended to all persons in whatsoever connection with them."

Marked Petitioner's Exhibit No. 1,359.

Also circular letter G. No. 468, dated Jena, June 1st, 1909, addressed, "To the Parties," beginning with the words, "The Holland American Line write," and ending with the words, "we regret to note the rather uncivil tone in which the Allan Line's remarks were made."

3842

Marked Petitioner's Exhibit No. 1,360.

Also circular letter G. No. 470, dated Jena, June 1st, 1909, addressed, "To the Parties," beginning with the words, "I have before me a postal card from Charles Staehli," and ending with the words, "Hence the compensation for the 'Estonia,' is not $2, but $4., (Min. 22a)."

Marked Petitioner's Exhibit No. 1,361.

Also circular letter G. No. 471, dated Jena, June 2nd, 1909, addressed, "To the Parties," beginning with the words "With regard to the proposed disqualification of Mr. Buchel of Buchs" and ending with the words, "The proposed disqualification therefore cannot be carried out."

3843

Marked Petitioner's Exhibit No. 1,362.

Also circular letter G. No. 480, dated Jena, June 7th, 1909, addressed, "To the Parties," beginning with the words "Since all parties agree to disqualify the agent," and ending with the words, "request the parties to issue their circular disqualifying him and to send me copies of it."

3844 Marked Petitioner's Exhibit No. 1,363.

Also circular letter G. No. 482, dated Jena, June 9th, 1909, addressed, "To the Parties" beginning with the words, "With regard to the above question," and ending with the words "request the Lines kindly to advise their representatives."

Marked Petitioner's Exhibit No. 1,364.

Also circular letter G. No. 486, dated Jena, June 12th, 1909, addressed, "To the Parties," beginning with the words, "Hapag received the following cable, "Uranium sailed yesterday (9th)," and ending with the words, "In order to avoid differences of opinion
3845 later on this point ought to be decided, before the proposal of the Small Committee is adopted."

Marked Petitioner's Exhibit No. 1,365.

Also circular letter G. No. 487, dated June 12th, 1909, addressed, "To the Parties," beginning with the words, "In consequence of a suggestion of the Anchor Line," and ending with the words, "the Italian business which the N. W. T. L. hitherto got, can be reduced."

Marked Petitioner's Exhibit No. 1,366.

Also circular letter G. No. 489, dated Jena, June
3846 12th, 1909, addressed, "To the Parties," beginning with the words, "I informed the parties that the 'Raglan Castle' left Rotterdam on the 5th instant," and ending with the words, "June 8th from Chas Staehli, Basle 8 passengers, Macedonians,—Total 36."

Marked Petitioner's Exhibit No. 1,367.

Also circular letter G. No. 490, dated Jena June 14th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report the following passenger transports for the N. W. T. L." and ending with the words, "carried over from G. No. 489—36 passengers, Total: 125, 11/2 passengers."

Marked Petitioner's Exhibit No. 1,368. 3847

Also circular letter G. No. 491, dated Jena, June 14th, 1909, addressed, "To the Parties," beginning with the words, "The actual number of passengers carried by the 'Raglan Castle,'" and ending with the words, "Most of the passengers from England are Americans who came from Liverpool."

Marked Petitioner's Exhibit No. 1,369.

Also circular letter G. No. 492, dated Jena, June 15th, 1909, addressed, "To the Parties," beginning with the words. "In the eastbound statistic for 1907." and ending with the words, "The addition remains the same." Signed, "H. Peters." 3848

Marked Petitioner's Exhibit No. 1,370.

Also circular letter G. No. 493, dated Jena, June 16th, 1909, addressed, "To the Parties," beginning with the words, "With reference to G. 486, the parties are agreeable to pay up $5," and ending with the words, "I would request the Lines to state whether they are agreeable to it."

Marked Petitioner's Exhibit No. 1,371.

Also circular letter G. No. 497, dated Jena, June 19th, 1909, addressed, "To the Parties," beginning with the words, "After cabling to New York that the parties agreed to pay up to $5," and ending with the words, "I beg to inform the parties yet that the N. W. T. L. reduced their III class Ppd. rate from $36.50 to $34.50." 3849

Marked Petitioner's Exhibit No. 1,372.

Also circular letter G. No. 499, dated Jena, June 22nd, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line send me the following bill of compensation," and ending with the words, "Will the parties (Allan Line excepted)

3850 please inform me whether they agree to total sum of $2,017.70 being paid."

Marked Petitioner's Exhibit No. 1,373.

Also circular letter, G. No. 500, dated Jena, June 23rd, 1909, addressed, "To the Parties," beginning with the words "After the parties agreed to grant the Russian American Line their claim," and ending with the words, "which the parties will please remit to the Russian American Line at Libau."

Marked Petitioner's Exhibit No. 1,374.

Also circular letter Annex to G. 500, beginning with the words, "R. V. F. Libau prepaids carried by the
3851 Russian American Line," and ending with the words, "Steerage 227-191-14-@ Rbl. 17 = Rbl 5482.50 — Rbl. 5752.50 50% = Rbl. 2876.25."

Marked Petitioner's Exhibit No. 1,375.

Also circular letter G. No. 502, dated Jena, June 26th, 1909, addressed, "To the Parties," beginning with the words, "Red Star Line writes," and ending with the words, "ask that the lines wire their vote."

Marked Petitioner's Exhibit No. 1,376.

Also circular letter G. No. 508, dated Jena, June 23rd, 1909, addressed, "To the Parties," beginning
3852 with the words, "The Russian American Line submit the following bill for compensation for S. S. 'Russia,'" and ending with the words, "please inform me whether they agree to pay the bill."

Marked Petitioner's Exhibit No. 1,377.

Also circular letter G. No. 511, dated Jena, July 3rd, 1909, addressed, "To the Parties," beginning with the words, "The proposal to make a general advance of II class rates by 20 Marks has not been agreed to," and ending with the words, "I shall consider that they do not see their way to agree to any of them."

Marked Petitioner's Exhibit No. 1,378. 3853

Also circular letter G. No. 514, dated Jena, July 5th, 1909, addressed, "To the Parties," beginning with the words, "On June 11th the American Line wrote about their steady increasing shortage," and ending with the words, "sufficient to bring about the desired result."

Marked Petitioner's Exhibit No. 1,379.

Also circular letter G. No. 517, dated Jena, July 7th, 1909, addressed, "To the Parties," beginning with the words, "The replies of the Lines with reference to this subject differ," and ending with the words, "I beg to refer to G. No. 488, which seems to contain the information." 3854

Marked Petitioner's Exhibit No. 1,380.

Also circular letter G. No. 518, dated, Jena, July 7th, 1909, addressed, "To the Parties," beginning with the words, "The Cunard Line write on July 3rd," and ending with the words, "the above passengers were booked."

Marked Petitioner's Exhibit No. 1,381.

Also circular letter G. 519, dated Jena, July 7th, 1909, addressed "To the Parties," beginning with the words, "On several occasions complaints have been raised with reference to the quoting of net rates," and ending with the words, "as they think make it in the interest of the community to maintain for the present, the present practice." 3855

Marked Petitioner's Exhibit 1,382.

Also circular letter G. No. 523, dated, Jena, July 10th, 1909, addressed, "To the Parties," beginning with the words, "Of the four (4) proposals made in G. No. 511," and ending with the words, "I informed the Lines by wire."

Marked Petitioner's Exhibit No. 1,383.

3856 Also circular letter G. No. 524, dated, Jena, July 12th, 1909, addressed, "To the Parties," beginning with the words, "In reference to G. No. 407, Mr. Smyth, writes," and ending with the words, "the disqualified Universal Reisebureau, Vienna, besides Vaterland."

Marked Petitioner's Exhibit No. 1,384.

Also circular letter G. No. 528, dated, Jena, July 19th, 1909, addressed, "To the Parties," beginning with the words, "On this subject the following communications have been received," and ending with the words, "they will await the result of the American
3857 Line's action."

Marked Petitioner's Exhibit No. 1,385.

Also circular letter G. No. 529, dated, Jena, July 20th, 1909, addressed, "To the Parties," beginning with the words, "With reference to G. No. 518, the Cunard Line write," and ending with the words, "for the N. W. T. L. or if not, for which other line."

Marked Petitioner's Exhibit No. 1,386.

Also circular letter G. No. 531, dated Jena, July 22nd, 1909, addressed "To the Parties," beginning with the words, 'Volturno' July 10th Eastbound," and ending with the words, "No information yet about
3858 fighting steamer."

Marked Petitioner's Exhibit No. 1,387.

Also circular letter G. No. 532, dated Jena, July 22nd, 1909, addressed, "To the Parties," beginning with the words, "The Holland American Line wish me to promulgate the following letter of their New York office of 9th instant," and ending with the words, "I do not think is intended by such an important paragraph as Minute 22."

Marked Petitioner's Exhibit No. 1,388.

Also circular letter G. No. 533, dated, Jena July 24th, 1909, addressed "To the Parties," beginning with the words, "I received today the following letter from Lloyd," and ending with the words, "our third-class is the same as on many vessels the second-class." 3859

Marked Petitioner's Exhibit No. 1,389.

Also circular letter G. No. 534, dated Jena July 26th, 1909, addressed "To the Parties," beginning with the words, "In pursuance to the communication of the Red Star Line, as per G. No. 524, the latter write," and ending with the words, "where the Union Ticket Office is in connection with a disqualified firm?" 3860

Marked Petitioner's Exhibit No. 1,390.

Also circular letter G. No. 535, dated Jena, July 26th, 1909, addressed, "To the Parties," beginning with the words, "With reference to G. No. 528," and ending with the words, "the commentary to Art. 11 of the Main Contract."

Marked Petitioner's Exhibit No. 1,391.

Also circular letter G. No. 538, dated, Jena, July 28th, 1909, addressed, "To the Parties," beginning with the words, "The Scandiavian American Line write," and ending with the words, "as soon as the agreement has been completed." 3861

Marked Petitioner's Exhibit No. 1,392.

Also circular letter G. No. 540, dated Jena, July 30th, 1909, addressed, "To the Parties," beginning with the words, "Further to G. No. 539, I beg to inform that the rate at which was booked for the Uranium has officially been $25," and ending with the words, "If the parties deem a fighting steamer necessary, they will please inform me by wire."

Signed, "H. PETERS."

Marked Petitioner's Exhibit No. 1,393.

3862 Also circular letter G. No. 542, dated Jena, July 31st, 1909, addressed, "To the Parties," beginning with the words, "In pursuance to G. No. 529 the American Line, Southampton inform me of the following reply of their Basle agents Messrs. Laiser & Co." and ending with the words "Will the Lines please say whether they agree."

Marked Petitioner's Exhibit No. 1,394.

Also circular letter G. No. 544, dated, Jena, August 2nd, 1909, addressed, "To the Parties," beginning with the words, "The Anchor Line write," and ending with the words, "I will on next opportunity make out the account accordingly."

3863

Marked Petitioner's Exhibit No. 1,395.

Also circular letter G. No. 545, dated, Jena, August 3rd, 1909, addressed, "To the Parties," beginning with the words, "With reference to the suggestion," and ending with the words, "steamer must be appointed."

Marked Petitioner's Exhibit No. 1,396.

Also circular letter G. No. 548, dated, Jena, August 9th, 1909, addressed, "To the Parties," beginning with the words, "The White Star Line write," and ending with the words, "The Parties will please let me have
3864 their replies."

Marked Petitioner's Exhibit No. 1,397.

Also circular letter G. No. 551, dated, Jena, August 12th, 1909, addressed, "To the Parties," beginning with the words, "The White Star Line write," and ending with the words, "The proposal will be put on the Agenda for discussion at the next A. C. Meeting."

Marked Petitioner's Exhibit No. 1,398.

Also circular letter G. 555, dated, Jena, August 16th, 1909, addressed, "To the Parties," beginning

with the words, "The American Line and the White Star-Dominion Line, Canadian Service write," and ending with the words, "The question will be put on the Agenda of the next A. C. Meeting." 3865

Marked Petitioner's Exhibit No. 1,400.

Also circular letter G. No. 554, dated, Jena, August 16th, 1909, addressed, "To the Parties," beginning with the words, "S. S. Raglan Castle" left New York on August 10th with 224 steeragers," and ending with the word "her rate was fixed at $24—less $2 commission."

Marked Petitioner's Exhibit No. 1,399.

Also circular letter G. No. 559, dated, Jena, August 20th, 1909, addressed, "To the Parties," beginning with the words, "I received the following letter from the Cunard Line," and ending with the words, "the disqualification is to be considered as agreed upon." 3866

Marked Petitioner's Exhibit No. 1,401.

Also circular letter G. 561, dated, Jena, August 21st, 1909, addressed, "To the Parties," beginning with the words, "S. S. Lituania, which was appointed by the Small Committee, etc.", and ending with the words, "The lines will please remit the above amounts to the Russian America Line at Libau."

Signed, "H. PETERS." 3867

Marked Petitioner's Exhibit No. 1,402.

Also circular letter G. No. 567, dated Jena, August 27th, 1909, addressed, "To the Parties," beginning with the words, "From the letters received with regard to the disqualification of the above firm I quote the following two," and ending with the words, "The Cunard Line no doubt will offer what evidence they can get in this matter."

Marked Petitioner's Exhibit No. 1,403.

3868 Also circular letter G. No. 568, dated, Jena, August 28th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line write," and ending with the words, "the Continental Lines should have given their consent."

Marked Petitioner's Exhibit No. 1,404.

Also circular letter G. No. 570, dated, Jena, August 31st, 1909, addressed, "To the Parties," beginning with the words, "In addition to G. No. 567 there is a letter from Star," and ending with the words, "than has hitherto been done in similar cases."

Marked Petitioner's Exhibit No. 1,405.

3869 Also circular letter G. No. 571, dated, Jena, August 31st, 1909, addressed, "To the Parties," beginning with the words, "On August 23rd I wrote The Anchor Line," and ending with the words, "to prevent any of the facilities offered by the U. R. B. being utilized."

Marked Petitioner's Exhibit No. 1,406.

Also circular letter beginning with the words, "Dear Sirs: We beg to inform you that we had occasion today to see Red Star Line Prepaid," and ending with the words, "from Vienna through the Universal Reise Bureau."

Marked Petitioner's Exhibit No. 1,407.

3870 Also circular letter G. No. 572, dated, Jena, September 2nd, 1909, addressed, "To the Parties," beginning with the words, "Art. 1 of Agreement AA. covers the entire steerage traffic," and ending with the words, "account for Continental steeragers by their Mediterranean steamers."

Marked Petitioner's Exhibit No. 1,408.

Also circular letter G. No. 573, dated Jena, September 2nd, 1909, addressed "To the Parties," beginning with the words, "Reverting to G. No. 532, I still

beg to submit the following letter," and ending with the words, "the Small Committee should have power to decide that extra commission be paid if it is deemed necessary." 3871

Marked Petitioner's Exhibit No. 1,409.

Also circular letter, G. No. 574, dated Jena, September 3rd, 1909, addressed, "To the Parties," beginning with the words, "Hamburg American Line write," and ending with the words, "let me have their reply on the case."

Marked Petitioner's Exhibit No. 1,410.

Also circular letter G. No. 575, dated, Jena, September 6th, 1909, addressed, "To the Parties," beginning wtih the words, "The Napolitan Prince left Rotterdam on the 4th inst." and ending with the words "and been substituted by the Napolitan Prince as above." 3872

Marked Petitioner's Exhibit No. 1,411.

Also circular letter G. No. 576, dated Jena, September 7th, 1909, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd & Holland American Line share the opinion of the White Star Line," and ending with the words, "Will the lines who have not yet expressed themselves on G. No. 532/573 please do so." 3873

Marked Petitioner's Exhibit No. 1,412.

Also circular letter G. No. 580, dated Jena, September 10th, 1909, addressed, "To the Parties," beginning with the words, "The White Star Line write 7th inst." and ending with the words, "and of course what is considered right for one line must be right for all."

Marked Petitioner's Exhibit No. 1,413.

Also circular letter G. No. 582, dated Jena, September 11th, 1909, addressed "To the parties," beginning

3874 with the words, "In reply to G. No. 574 the Anchor Line say," and ending with the words, "all for the Anchor Line."

Marked Petitioner's Exhibit No. 1,414.

Also circular letter G. No. 583, dated Jena, September 13th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line, send me letter of the Union Ticket office," and ending with the words, "they reported the present case for further characterizing."

Marked Petitioner's Exhibit No. 1,415.

3875 Also circular letter G. No. 584 dated Jena, September 14th, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line in a letter of Sep. 3rd," and ending with the words, "so I can await answer next days."

Marked Petitioner's Exhibit No. 1,416.

Also circular letter G. No. 585, dated Jena, September 14th, 1909, addressed, "To the Parties," beginning with the words, "A cable from New York gives the number of passengers as" and ending with the words, "In this latter respect, the Committee would have to exercise the control of the rates."

3876 Marked Petitioner's Exhibit No. 1,417.

Also circular letter G. No. 586, dated, Jena, September 14th, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line informed me under date of 8th inst.," and ending with the words, "They have abolished improved steerage on their steamers."

Marked Petitioner's Exhibit No. 1,418.

Also circular letter G. No. 587, dated Jena, September 15th, 1909, addressed, "To the Parties," beginning with the words, "In reply to G. 571/74 the Red Star

Line write," and ending with the words, "the Red Star's report in G. No. 582 continues to exist." 3877

Marked Petitioner's Exhibit No. 1,419.

Also circular letter G. No. 588, dated Jena, September 17th, 1909, addressed, "To the Parties," beginning with the words, "With regard to the information," and ending with the words, "The Reisebureau Vaterland, is still under consideration with the B. L."

Marked Petitioner's Exhibit No. 1,420.

Also circular letter G. No. 589, dated Jena, September 18th, 1909, addressed, "To the Parties," beginning with the words, "Your letter G. 585 14th September concerning increased commission for fighting steamers," and ending with the words, "reserving our right to withdraw on fourteen days' notice." 3878

Marked Petitioner's Exhibit No. 1,421.

Also circular letter G. No. 590, dated Jena, September 21st, 1909, addressed, "To the Parties," beginning with the words, "The Anchor Line in reply to G. No. 587, say," and ending with the words, "prevent business reaching them through U. R. B."

Marked Petitioner's Exhibit No. 1,422.

Also circular letter G. No. 591, dated Jena, September 21st, 1909, addressed "To the Parties," beginning with the words, "I am in receipt of the following letter from the Anchor Line," and ending with the words "the disqualification should not be carried out." 3879

Marked Petitioner's Exhibit No. 1,423.

Also circular letter G. No. 592, dated Jena, September 22nd, 1909, addressed, "To the Parties," beginning with the words, "Reverting to the last paragraph of G. No. 584, following is the reply from New York," and ending with the words, "the opinion expressed that they are not desirable."

3880 Marked Petitioner's Exhibit No. 1,424.

Also circular letter G. No. 594, dated Jena, September 24th, 1909, addressed, "To the Parties," beginning with the words, "There are the following letters on this subject," and ending with the words, "is subject to errors as other mortals too."

Marked Petitioner's Exhibit No. 1,426.

Also circular letter dated Jena, September 24th, 1909, addressed to "Cunard Line, White Star Line, Hamburg Amerika Line, Norddeutscher Lloyd," beginnig with the words "Reverting to the inquiry of the Nordd. Lloyd," and ending with the words, "inform
3881 me whether they will fall in."

Marked Petitioner's Exhibit No. 1,425.

Also circular letter G. No. 595, dated Jena, September 24th, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line reply to G. 584 under date of September 18th, as follows," and ending with the words, "We are still willing to join the Byelaw 22 with the alterations previously mentioned."

Marked Petitioner's Exhibit No. 1,427.

Also circular letter G. No. 596, dated Jena, Septem-
3882 ber 24th, 1909, addressed, "To the Parties," beginning with the words, "With reference to the change in rates," and ending with the words, "so-called second-class rate must therefore of course, be pooled."

Marked Petitioner's Exhibit No. 1,428.

Also circular letter G. No. 599, dated, Jena, September 27th, 1909, addressed "To the Parties," beginning with the words, "Referring to G. No. 583 the Anchor Line wrote on 15th instant," and ending with the words, "the Anchor Line contrary to it will not stand the test."

Marked Petitioner's Exhibit No. 1,429. 3883

Also circular letter G. No. 600, dated Jena, Sept. 27th, 1909, addressed, "To the Parties," beginning with the words, "I beg to promulgate the following correspondence on this subject," and ending with the words, "his moving his place of business to some other locality."

Marked Petitioner's Exhibit No. 1,430.

Also circular letter G. No. 601, dated Jena, September 27th, 1909, addressed, "To the Parties," beginning with the words, "S. S. Uranium which sailed September 11th, with 240 passengers," and ending with the words, "the steamer proceeded on her voyage to Hamburg." 3884

Marked Petitioner's Exhibit No. 1,431.

Also circular letter G. No. 604, dated Jena, September 28th, 1909, addressed, "To the Parties," beginning with the words, "With regard to the proposed disqualification of said firm more precise dates," and ending with the words, "Will the parties please inform me how they decide on the subject?"

Marked Petitioner's Exhibit No. 1,432.

Also circular letter, dated Jena, October 1st, 1909, addressed to, "Cunard Line, White Star Line, Hamburg Amerika Linie, Norddeutscher Lloyd," beginning with the words "Reverting to the last paragraph of the circular letter of Sept. 24th," and ending with the words, "agreement at the meeting of the Mediterranean lines?" 3885

Marked Petitioner's Exhibit No. 1,433.

Also circular letter G. No. 607, dated Jena, Oct. 1st, 1909, addressed "To the Parties," beginning with the words, "The Norddeutscher Lloyd write," and ending with the words, "according to byelaw 4b, requires unanimous action of the lines."

3886 Marked Petitioner's Exhibit No. 1,434.

Also circular letter G. No. 608, dated Jena, Oct. 2nd, 1909, addressed, "To the Parties," beginning with the words, "Commission on Infants," and ending with the words "to get them duly signed and printed then."

Marked Petitioner's Exhibit No. 1,435.

Also circular letter G. No. 610, dated Oct. 5th, 1909, at Jena, addressed, "To the Parties," beginning with the words, "In reply to G. No. 604 the following answers have been received," and ending with the words "this firm is in connection with disqualified
3887 agents."

Marked Petitioner's Exhibit No. 1,436.

Also circular letter G. No. 611, dated, Jena, October 6th, 1909, addressed "To the Parties," beginning with the words, "The Donaldson Line write October 4th," and ending with the words, "may bring one or two third-class as occasion requires."

Marked Petitioner's Exhibit No. 1,437.

Also circular letter G. No. 615, dated Jena, Oct. 9th, 1909, addressed "To the Parties," beginning with the words, "Referring to the Bye-law 126 as drawn up in circular 608," and ending with the words, "I shall
3888 alter it accordingly."

Marked Petitioner's Exhibit No. 1,438.

Also circular letter G. No. 619, dated October 13th, 1909, addressed, "To the Parties," beginning with the words, "The desire has been expressed to discuss the matter," and ending with the words, "I note the subject for the Agenda." Signed "H. Peters."

Marked Petitioner's Exhibit No. 1,439.

Also circular letter G. No. 620 dated Jena, Oct. 14, 1909, addressed "To the Parties," beginning with the

words, "Of the parties who have expressed themselves on the subject," and ending with the words, "have the matter postponed for discussion at the next meeting." 3889

Marked Petitioner's Exhibit No. 1,440

Also circular letter G. No. 622, dated Jena, October 18th, 1909, addressed, "To the Parties," beginning with the words, "The Cunard Line write," and ending with the words, "The difference between the cases will be obvious."

Marked Petitioner's Exhibit No. 1,441.

Also circular letter G. No. 625, dated Jena, October 22nd, 1909, addressed, "To the Parties," beginning with the words, "Since August 1st up to October 15th the Scandinavian-American Line have forwarded," and ending with the words, "steeragers or their equivalent westbound and 285 eastbound." 3890

Marked Petitioner's Exhibit No. 1,442.

Also circular letter G. No. 627, dated Jena, October 23rd, 1909, addressed, "To the Parties," beginning with the words, "I beg to inform that after consulting the Continental Lines all lines are now agreeable," and ending with the words, "that this concession shall form no prejudice for the future."

Marked Petitioner's Exhibit No. 1,443. 3891

Also circular letter G. No. 629, dated Jena, October 25th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line write," and ending with the words, "quite a number of proofs have been submitted & even documents."

Marked Petitioner's Exhibit 1,444.

Also circular letter G. No. 630, dated Jena, October 26th, 1909, addressed, "To the Parties," beginning with the words, "I received following cable from New

3892 York 25th instant," and ending with the words, "steeragers are booked at the regular rate."

Marked Petitioner's Exhibit No. 1,445.

Also circular letter G. No. 631, dated Jena, October 26th, 1909, addressed, "To the Parties," beginning with the words, "From Mr. Smyth I receive the following letter," and ending with the words, "It is now for the Continental Lines if they will let the matter rest for the present." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,446.

Also circular letter G. No. 632, dated Jena, October 28th, 1909, addressed, "To the Parties," beginning
3893 with the words, "S. S. 'Volturno' which left New York on October 9th landed," and ending with the words, "in the usual way at Hoek van Holland on 22nd instant."

Marked Petitioner's Exhibit No. 1,447.

Also circular letter G. No. 634, dated Jena, October 29th, 1909, addressed, "To the Parties," beginning with the words, "According to information I received from the Red Star Line," and ending with the words, "this year nearly 10,000 passengers withdrawn from the A. C. Lines."

Marked Petitioner's Exhibit No. 1,448.

3894

Also circular letter G. No. 635, dated Jena, October 30th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line send another report of 82 passengers for the North West Transport Line," and ending with the words, "were forwarded through the Universal Reisebureau."

Marked Petitioner's Exhibit No. 1,449.

Also circular letter G. No. 636, dated Jena, October 30th, 1909, addressed, "To the Parties," beginning with the words, "The Russian America Line tele-

graphed today as follows," and ending with the words, "The Russia is advertised to leave Newyork on the 6th of November." 3895

Marked Petitioner's Exhibit No. 1,450.

Also circular letter G. No. 637, dated Jena, November 1st, 1909, addressed, "To the Parties," beginning with the words, "On October 23rd I was asked by some of the Continental Lines to request the Dominion Line to reduce their Continental rate," and ending with the words, "in accordance with Commentary to Article 11, Paragraphs c and d."

Marked Petitioner's Exhibit No. 1,451.

Also circular letter G. No. 639, dated Jena, November 4th, 1909, addressed, "To the Parties," beginning with the words, "The Holland America Line write," and ending with the words, "I shall put the subject on the Agenda of the next meeting." 3896

Marked Petitioner's Exhibit No. 1,452.

Also circular letter G. No. 640, dated Jena, November 8th, 1909, addressed, "To the Parties," beginning with the words, "The Red Star Line report 289 passengers for the North West Transport Line," and ending with the words, "the others were transited by the Universal Reisebureau, Vienna."

Marked Petitioner's Exhibit No. 1,453. 3897

Also circular letter G. No. 642, dated Jena, November 9th, 1909, addressed, "To the Parties," beginning with the words, "Under date of 3rd instant the Russian American Line write," and ending with the words, "eventually detain the Russia America Line from withdrawing the Russia."

Marked Petitioner's Exhibit No. 1,454.

Also circular letter G. No. 646, dated Jena, November 11th, 1909, addressed, "To the Parties," beginning

3898 with the words, "The White Star Line request me to circulate the attached correspondence," and ending with the words, "for discussion at the A. C. Meeting on the 25th instant."

Marked Petitioner's Exhibit No. 1,455.

Also Annex to G. No. 646, dated 21st Oct., 1909, headed, "Messrs. The Norddeutscher Lloyd."

Marked Petitioner's Exhibit No. 1,456.

Also Annex to 646, dated Bremen, 28th, 1909, headed, "Copy of letter from Norddeutscher Lloyd," addressed, "Messrs. Ismay Imrie & Co., Liverpool," beginning with the words, "We are in receipt of your
3899 favour of 21st instant re 2nd class Pool," and ending with the words, "to prevent the diversion of second-class traffic into first-class."

Marked Petitioner's Exhibit No. 1,457.

Also Annex to G. 646, dated October 30th, 1909, addressed, "Messrs. The Norddeutscher Lloyd, Bremen beginning with the words, "We are much obliged for your favor of the 28th inst., with regard to the proposed second-class pool," and ending with the words, "Kindly however, favour us with your view." Signed, "Ismay, Imrie & Co."

3900 Marked Petitioner's Exhibit No. 1,458.

Also letter dated Bremen, November 1st, 1909, addressed, "Messrs. Ismay, Imrie & Co., Liverpool," beginning with the words, "We are in receipt of your favor of the 30th ult. re formation of a second-class pool," and ending with the words, "the correspondence passed betwen us on this subject, and remain." Signed "Norddeutscher Lloyd."

Marked Petitioner's Exhibit No. 1,459.

Also letter to G. No. 646 continued, dated, Bremen, October 17, 1909, addressed, "Messrs. Ismay, Imrie

& Co., Liverpool," and beginning with the words, "We beg to acknowledge receipt of your favour of 14th instant," and ending with the words," requesting him to place the 2nd class question on the Agenda of next conference." 3901

Marked Petitioner's Exhibit No. 1,460.

Also circular letter G. No. 649, dated Jena, November 12th, 1909, addressed, "To the Parties," beginning with the words, "The Hamburg America Line write," and ending with the words, "The subject is on the Agenda."

Marked Petitioner's Exhibit No. 1,461.

Also circular letter G. No. 650, dated Jena, November 12th, 1909, addressed, "To the Parties," beginning with the words, "The Russian American Line write," and ending with the words, "reduction of the Libau rate the parties will please communicate their views." 3902

Marked Petitioner's Exhibit No. 1,462.

Also circular letter G. No. 655, dated Jena, November 18th, 1909, addressed, "To the Parties," beginning with the words, "Payment to the Russian East-Asiatic S. S. Co. (G. No. 647)," and ending with the words, "the Parties will please direct their payments to this office."

Marked Petitioner's Exhibit No. 1,463. 3903

Also circular letter G. No. 657, dated Jena, November 18th, 1909, addressed, "To the Parties," beginning with the words, "Since the departure of S. S. 'Volturno' which left Rotterdam on October 30th," and ending with the words, "quite a number of steeragers are awiting for the next sailing."

Marked Petitioner's Exhibit No. 1,464.

Also circular letter G. No. 658, dated Jena, November 18th, 1909, addressed, "To the Parties," beginning

3904 with the words, "The Anchor Line write," and ending with the words, "which were thought well to be at hand if they should be desired."

Marked Petitioner's Exhibit No. 1,465.

Also circular letter G. No. 662, dated Jena, November 1909, addressed, "To the Parties," which reads as follows: "Enclosed I beg to hand the supplement to the Agenda of the meeting of the 25th instant."

Marked Petitioner's Exhibit No. 1,466.

Also Supplement to Agenda of A. C. Meeting, London, November 25th, 1909.

3905 Marked Petitioner's Exhibit No. 1,467.

Also circular letter G. No. 667, dated Jena, November 30th, 1909, addressed, "To the Parties," beginning with the words, "The list of representatives of the last meeting not being made out correctly," and ending with the words, "the Parties will please substitute to the one sent yesterday."

Marked Petitioner's Exhibit No. 1,468.

Also Conference Meeting of November 25th, 1909, in London, Savoy Hotel.

Marked Petitioner's Exhibit No. 1,469.

3906 Also circular letter G. No. 668, dated Jena, December 3rd, 1909, addressed, "To the Parties," beginning with the words,"The Hamburg American Line inform me of the following cable they received from New York," and ending with the words, "anything more on the enterprise such information will be appreciated."

Marked Petitioner's Exhibit No. 1,470.

Also circular letter dated Jena, December 4th, 1909, addressed, "Cunard Line, White Star Line, Hamburg Amerika Linie, Norddeutscher Lloyd," beginning

with the words, "Extension of byelaw 106 to Med. Business, (Septr. 24th, 1909)," and ending with the words, "I got this resolution printed and enclosed beg to hand copies of it." 3907

Marked Petitioner's Exhibit No. 1,471.

Also circular letter G. No. 670, dated Jena, December 4th, 1909, addressed, "To the Parties," beginning with the words, "By the same mail I beg to send printed copies of the minutes of the last meeting," and ending with the words, "I therefore beg to request to destroy the sheet and to substitute it by the inclosed one."

Marked Petitioner's Exhibit No. 1,472. 3908

Also paper beginning with the words, "All Lines agreed to make a general advance of 10/—in Second Cabin minimum rates."

Marked Petitioner's Exhibit No. 1,473.

Also circular letter G. No. 671, dated Jena, December 6th, 1909, addressed, "To the Parties," beginning with the words, "The Cunard Line mention that in the Minutes of the last meeting no reference," and ending with the words, "All that I can do under the circumstances, is to take it on record here."

Marked Petitioner's Exhibit No. 1,474. 3909

Also circular letter G. No. 672, dated Jena, December 6th, 1909, addressed, "To the Parties," beginning with the words, "With regard to said enterprise the Holland America Line send me two circulars," and ending with the words, "I beg to promulgate the one in English language which reads as hereunder."

Marked Petitioner's Exhibit No. 1,475.

Also circular letter G. No. 673, dated Jena, December 7th, 1909, addressed, "To the Parties," beginning with the words, "In the Eastbound Statistics Form 26

3910 No. 41 the correction of Canadian Pacific's passengers," and ending with the words, "Will the parties please make this correction in their copies."

Marked Petitioner's Exhibit No. 1,476.

Also circular letter G. No. 675, dated Jena, December 7th, 1909, addressed, "To the Parties," beginning with the words, "informed the parties that according to news which I received," and ending with the words, "less $2 commission; she got only 280 steeragers."

Marked Petitioner's Exhibit No. 1,477.

Also circular letter G. No. 680, dated Jena, December 17th, 1909, addressed, "To the Parties," beginning
3911 with the words, "With reference to the above subject I beg to promulgate the following information," and ending with the words, "if they hear anything of such a service being arranged for."

Marked Petitioner's Exhibit No. 1,478.

Also circular letter G. No. 681, dated Jena, December 17th, 1909, addressed, "To the Parties," beginning with the words, "I have before me a letter from the agents of the above Line," and ending with the words, "said to be usually 30 days. Passengers are booked at."

Marked Petitioner's Exhibit No. 1,479.

3912

Also circular letter G. No. 682, dated Jena, December 20th, 1909, addressed, "To the Parties," beginning with the words, "The 'Uranium' which left New York on the 4th instant," and ending with the words, "she disembarked about 350 passengers."

Marked Petitioner's Exhibit No. 1,480.

Also circular letter G. No. 684, dated Jena, December 20th, 1909, addressed, "To the Parties," beginning with the words, "With reference to circular letter G. No. 668," and ending with the words, "the new enterprise must be regarded as a very serious one."

Marked Petitioner's Exhibit No. 1,481. 3913

Also circular letter G. No. 686, dated Jena, December 21st, 1909, addressed, "To the Parties," beginning with the words, "The 'Napolitan Prince' left New York on the 18th instant," and ending with the words, "was appointed which left with 568 steeragers at $24 less $2."

Marked Petitioner's Exhibit No. 1,482.

Also circular letter G. No. 688, dated Jena, December 22nd, 1909, addressed, "To the Parties," beginning with the words, "The Canadian Pacific R. R. Co. write," and ending with the words, "if anything further in this connection comes under their notice." 3914

Marked Petitioner's Exhibit No. 1,483.

Also circular letter G. No. 689, dated Jena, December 22nd, 1909, addressed, "To the Parties," beginning with the words, "Enclosed is copy of a circular of the North West Transport Line," and ending with the words, "We shall await until the end of next week for your definite reply to above and remain." Signed, "Vesely & Co."

Marked Petitioner's Exhibit No. 1,484.

Also circular letter G. No. 690, dated Jena, December 27th, 1909, addressed, "To the Parties," beginning with the words, "Of the 632 steeragers with which S. S. 'Volturno' sailed on December 15th from Rotterdam were." 3915

Marked Petitioner's Exhibit No. 1,485.

Also circular letter G. No. 691, dated Jena, December 28th, 1909, addressed, "To the Parties," beginning with the words, "I received information that the 'Sicilian Prince' left New York on the 24th instant," and ending with the words, "246 steeragers at $24 less $2."

Marked Petitioner's Exhibit No. 1,486.

3916 Also circular letter, dated Jena, January 3rd, 1910, addressed, "To the Parties," beginning with the words, "The salary for the 2nd half year 1909," and ending with the words, "White Star Line £84.8."

Marked Petitioner's Exhibit No. 1,487.

Also circular letter G. No. 693, dated Jena, January 3rd, 1910, addressed, "To the Parties," beginning with the words, "Arbitration Allan Line New Foundland passengers (G. 683)," and ending with the words, "I take it that the Anchor Line will prepare the reply for the B. L."

Marked Petitioner's Exhibit No. 1,488.

3917 Also letter dated Glasgow 9th December, 1909, addressed, "Henry Wilding, Esq., The Moorings, Bassett, Southampton," beginning with the words, "At a Meeting of the North Atlantic Passenger Conference Lines held in London on the 25th of November, 1909," and ending with the words, "if not, we will be pleased to forward some on hearing from you." Signed, "Allan Bros. & Co., U. K. Limited per J. Smith Park, Director."

Marked Petitioner's Exhibit No. 1,489.

Also Atlantic Conference Arbitration, beginning with the words, "Claim made by Allan Line, as per
3918 Minute 127 London Meeting, 25th November, 1909," and ending with the words, "in pursuance of Atlantic Conference Minute No. 127." Signed, "John Aitchison."

Marked Petitioner's Exhibit No. 1,490.

Also circular letter G. No. 695, dated Jena, January 5th, 1910, addressed, "To the Parties," beginning with the words, "As advised the 'Volturno' left New York on 1st instant with 80 passengers," and ending with the words, "the Volturno had been postponed, also the 'Russia' which got 221 passengers."

Marked Petitioner's Exhibit No. 1,491. 3919

Also circular letter G. No. 696, dated Jena, January 7th, 1910, addressed, "To the Parties," beginning with the words, "The White Star Line send me copy of a letter from their London city office," and ending with the words, "and will keep you posted as to any further developments that come to our knowledge."

Marked Petitioner's Exhibit No. 1,492.

Also circular letter G. No. 699, dated Jena, January 11th, 1910, addressed, "To the Parties," beginning with the words, "The White Star Line, Liverpool send me the following account for passengers," and ending with the words "which the parties will please remit 3920
to the White Star Line Liverpool." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,493.

Also circular letter G. No. 700, dated Jena, January 11th, 1910, addressed, "To the Parties," beginning with the words, "Compensation for passengers carried at fighting rates by," and ending with the words. "and that they are in accordance with the passenger lists." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,494.

Also circular letter G. No. 701, dated Jena, January 11th, 1910, addressed, "To the Parties," beginning 3921
with the words, "Payments to the Russian East Asiatic S. S. Co." and ending with the words, "for transmission to Copenhagen, until advised to the contrary." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,495.

Also circular letter G. No. 706, dated Jena, January 17th, 1910, addressed, "To the Parties," beginning with the words, "Hapag & Lloyd eastbound percentages," and ending with the words, "Norddeutscher Lloyd 18.56%.

3922 Marked Petitioner's Exhibit No. 1,496.

Also circular letter G. No. 707, dated Jena, January 18th, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line (G. No. 698)," and ending with the words, "357 steeragers of which were 52 for Halifax."

Marked Petitioner's Exhibit No. 1,497.

Also circular letter G. No. 709, dated Jena, January 20th, 1910, addressed, "To the Parties," beginning with the words, "S. S. 'Napolitan Prince' which sailed on January 8th from Rotterdam," and ending with the words, "The steeragers were composed as follows according to nationality & destination."

3923

Marked Petitioner's Exhibit No. 1,498.

Also circular letter G. No. 710, dated Jena, January 20th, 1910, addressed, "To the Parties," beginning with the words, "Reduced transportation for Alien Charity persons from New York State Board of Charities," and ending with the words, "the danger of provoking restrictions from the Belgian officials."

Marked Petitioner's Exhibit No. 1,499.

Also circular letter G. No. 711, dated Jena, January 20th, 1910, addressed, "To the Parties," beginning with the words, "In G. No. 705 it is said that S. S. Lapland September 11th, 1909 carried 431 adults,"

3924

and ending with the words, "of which the Parties will please take notice." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,500.

Also circular letter G. No. 712, dated Jena, January 22nd, 1910, addressed, "To the Parties," beginning with the words, "The White Star Line received following letter from their New York office," and ending with the words, "would seem to indicate that they are for the New York trade."

Marked Petitioner's Exhibit No. 1,501.

Also Annex to G. No. 712, headed "Cut of Steamer," beginning with the words, "Turbine Steamers 'Heliopolis' and 'Cairo' 12,500 tons, 25,000," and ending with the words, "is reported to have recently announced that it is booking this enterprise." 3925

Marked Petitioner's Exhibit No. 1,502.

Also circular letter G. No. 714, dated Jena, January 25th, 1910, addressed, "To the Parties," beginning with the words, "The 'Uranium' left New York on 22nd instant," and ending with the words, " 'Lapland' January 22nd with 417 steeragers at a rate of $22 less $2." 3926

Marked Petitioner's Exhibit No. 1,503.

Also circular letter G. No. 715, dated Jena, January 27th, 1910, addressed, "To the Parties," beginning with the words, "Mr. Wilding has sent the annexed award in regard to the question," and ending with the words, "which pending the present award might not have been accounted for."

Marked Petitioner's Exhibit No. 1,504.

Also circular letter dated Southampton, January 17th, 1910, headed, "Allan Line—Newfoundland Passengers," beginning with the words, "The question to be decided in this case is whether the expressions," and ending with the words, "that the Allan Line should return them to the Pool." Signed, "Hy. Wilding." 3927

Marked Petitioner's Exhibit No. 1,505.

Also circular letter G. No. 718, dated Jena, February 3rd, 1910, addressed, "To the Parties," beginning with the words, "The Cie. Gle. Transatlantique write." Signed "H. Peters."

3928 Marked Petitioner's Exhibit No. 1,506.

Also translation of circular letter G. No. 718, dated Jena, February 3rd, 1910, addressed, "To the Parties," beginning with the words, "We have received your circular letter, G. No. 708, relative to the Blue Star Line," and ending with the words, "and keep you informed of what we learn in connection with this matter."

Marked Petitioner's Exhibit No. 1,507.

Also circular letter G. No. 719, dated Jena, February 3rd, 1910, addressed, "To the Parties," beginning with the words, "According to an information
3929 which the Holland America Line received," and ending with the words, "company is increasing its sailings from Hamburg."

Marked Petitioner's Exhibit No. 1,508.

Also circular letter G. No. 720, dated Jena, February 4th, 1910, addressed, "To the Parties," beginning with the words, "Compensation for passengers carried at fighting rates," and ending with the words, "Will the Lines also remit the latter amounts to the Norddeutscher Lloyd." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,509.

Also circular letter G. No. 722, dated Jena, Feb-
3930 ruary 7, 1910, addressed, "To the Parties," beginning with the words, "The White Star Line write," and ending with the words, "they will no doubt be very glad to do so and I await to hear from them."

Marked Petitioner's Exhibit No. 1,510.

Also circular letter G. No. 723, dated Jena, den 8. February 1910, addressed, "To the Parties," beginning with the words, "Mr. Wilding has sent for the information of the parties copy of a letter received," and ending with the words, "but they were unable to fur-

nish same." Signed, "Allan Bros. & Co. U. K. Limited. per J. Smith Park, Director." 3931

Marked Petitioner's Exhibit No. 1,511.

Also circular letter G. No. 724, dated Jena, February 8th, 1910, addressed, "To the Parties," beginning with the words, "The 'Sicilian Prince' left New York February 6th," and ending with the words, "The outward rate now advertised by the N. W. T. L. is $28 against $25 as before."

Marked Petitioner's Exhibit No. 1,512.

Also circular letter G. No. 726, dated Jena, February 10th, 1910, addressed, "To the Parties," beginning with the words, "In pursuance to G. 723 I beg to promulgate the following letter the Allan Line addressed to me on 7th instant," and ending with the words, "the delay in doing so has arisen from Mr. Wilding being from home." 3932

Marked Petitioner's Exhibit No. 1,513.

Also circular letter G. No. 727, dated Jena, February 10th, 1910, addressed, "To the Parties," beginning with the words, "With regard to G. No. 722 the Norddeutscher Lloyd write," and ending with the words, "To the above I beg to add that of the total carryings of the Agreement A. A. & Z. Lines there were British & Scandinavians." 3933

Marked Petitioner's Exhibit No. 1,514.

Also circular letter G. No. 728, dated Jena, February 12th, 1910, addressed, "To the Parties," beginning with the words, "According to Form 35, No. 1 the following payments are to be made for January," and ending with the words, "Cunard Line to White Star Line.....£1.—.—."

Marked Petitioner's Exhibit No. 1,515.

3934 Also circular letter G. No. 729, dated Jena, February 12th, 1910, addressed, "To the Parties," beginning with the words, "The Norddeutscher Lloyd write," and ending with the words, "The itinerary referred to the Lines will please find under A. C. printed matter No. 870."

Marked Petitioner's Exhibit No. 1,516.

Also circular letter G. No. 731, dated Jena, February 14th, 1910, addressed, "To the Parties," beginning with the words, "With further reference to G. No. 722 the Red Star Line write," and ending with the words, "and we refer also to Art. 11, Commentary b of Agreement A. A."

3935

Marked Petitioner's Exhibit No. 1,517.

Also circular letter G. No. 733, dated Jena, February 14th, 1910, addressed, "To the Parties," beginning with the words, "Mr. Wilding has sent me copy of the following correspondence between himself and the Allan Line," and ending with the words, "It will save time if you send it direct to me, at the same time sending a copy to Mr. Peters."

Marked Petitioner's Exhibit No. 1,518.

Also circular letter G. No. 735, dated, Jena February 17th, 1910, addressed, "To the Parties," begin-
3936 ning with the words, "North West Transport Line (G. No. 732)," and ending with the words, "The fighting steamer 'Adriatic' got 223 Continentals."

Marked Petitioner's Exhibit No. 1,519.

Also circular letter G. No. 737, dated Jena, February 17th, 1910, addressed, "To the Parties," beginning with the words, "On this subject the Cie. Gle. Transatlantique send yet the following information," and ending with the words, "The S. S. 'Nordamerica' ex 'Stirling Castle' belonged formerly to 'LaVeloce'; she was built 1882."

Marked Petitioner's Exhibit No. 1,520.

3937

Also translation of circular letter G. No. 737, dated Jena, February 17th, 1910, addressed, "To the Parties," beginning with the words, "Blue Star Line. We have been able to obtain some further information with regard to this company," and ending with the words, "We shall continue to communicate to you all the information which we shall be able to obtain with regard to this new competition."

Marked Petitioner's Exhibit No. 1,521.

Also circular letter G. No. 739, dated Jena, February 19th, 1910, addressed, "To the Parties," beginning with the words, "The Allan Line have sent me copy of the following letter," and ending with the words, "and should be exempted from payments for such passengers in future." Signed, "Allan Bros. & Co. U. K. Limited per (signed) J. Smith Park, Director."

3938

Marked Petitioner's Exhibit No. 1,522.

Aso circular letter G. No. 742, dated Jena, February 19th, 1910, addressed, "To the Parties," beginning with the words, "On account of their excess in the westbound Pool," and ending with the words "Those of 'Amerika' and 'Kaiserin Auguste Victoria' by 10 marks."

3939

Marked Petitioner's Exhibit No. 1,523.

Also circular letter, G. No. 743, dated Jena, February 19th, 1910, addressed, "To the Parties," beginning with the words, "With regard to the 'Uranium' the White Star Line received the following letter of 15th instant," and ending with the words, "and it is hoped the steamer will now get away tomorrow afternoon."

Marked Petitioner's Exhibit No. 1,524.

3940 Also circular letter G. No. 744, dated Jena, February, 19th, 1910, addressed "To the Parties," beginning with the words "In reference to the letter of the Allan Line to Mr. Wilding," and ending with the words, "copy of the letter which I received from Mr. Wilding."

Marked Petitioner's Exhibit No. 1,525.

Also circular letter G. No. 745, dated Jena, February 21st, 1910, addressed, "To the Parties," beginning with the words, "Allan Line New Foundland passengers (G. No. 744)," and ending with the words "The Anchor Line will answer for the B. L. if considered desirable."

3941

Marked Petitioner's Exhibit No. 1,526.

Also circular letter G. No. 746, dated Jena, February 21st, 1910, addressed, "To the Parties," beginning with the words "Northwest Transport Line (G. No. 743)," and ending with the words, "one sailing or according to other informations for six months—" Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,527.

Also circular letter G. No. 749, dated, Jena, February 22nd, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line
3942 (G. No. 746)," and ending with the words, "which reads as per annex herewith."

Marked Petitioner's Exhibit No. 1,528.

Also annex to G. No. 749, headed North West Transport Line, dated New York, February 5th, 1910, addressed, "To our Agents," and ending with the words, "as to third class, with $3 as minimum commission."

Marked Petitioner's Exhibit No. 1,529.

Also circular letter G. No. 751, dated Jena, February 25th, 1910, addressed, "To the Parties," beginning with the words, "The White Star Line write," and ending with the words, "The circular to which the Nordd. Lloyd refer is the same of which copy is given in G. No. 672." 3943

Marked Petitioner's Exhibit No. 1,530.

Also circular letter G. No. 754, dated Jena, February 26th, 1910, addressed, "To the Parties," beginning with the words, "In reply to circular letter G. No. 731 the Nord Deutscher Lloyd write," and ending with the words, "of the westbound second-class passengers against 1909."

3944

Marked Petitioner's Exhibit No. 1,531.

Also circular letter G. No. 757, dated, Jena, March 1st, 1910, addressed, "To the Parties," beginning with the words, "In pursuance to G. 751 I have received from the White Star Line copies of communication," and ending with the words, "whether it might relate to the Blue Star Line."

Marked Petitioner's Exhibit No. 1,532.

Also circular letter G. No. 760, dated Jena, March 2nd, 1910, addressed, "To the Parties," beginning with the words, "With reference to the Cunard Line's advance of their steerage rate," and ending with the words, "I shall be glad to learn what the Cunard Line has to say." 3945

Marked Petitioner's Exhibit No. 1,533.

Also circular letter G. No. 762, dated Jena, March 7th, 1910, addressed, "To the Parties," beginning with the words "Allan Line New Foundland passengers (G. No. 745)," and ending with the words, "I decide that the Award as made must stand."

Marked Petitioner's Exhibit No. 1,534.

3946 Also circular letter G. No. 766, dated Jena, March 9th, 1910, addressed, "To the Parties," beginning with the words, "Measures for adjustment (G. No. 760)," and ending with the words, "they were writing and upon receipt I shall circularize their reply."

Marked Petitioner's Exhibit No. 1,535.

Also circular letter G. No. 770, dated Jena, March 10th, 1910, addressed, "To the Parties," beginning with the words, "Measures for adjustment (G. No. 766)," and ending with the words "to the detriment of the other companies."

Marked Petitioner's Exhibit No. 1,536.

3947 Also circular letter G. No. 778, dated Jena, March 16th, 1910, addressed, "To the Parties," beginning with the words, "Allan Line New Foundland passengers (G. No. 762)," and ending with the words, "for you to deal with the question of Newfoundland passengers." Signed, "Allan Bros. & Co. U. K. Limited, per I. Smith Park, director."

Marked Petitioner's Exhibit No. 1,537.

Also circular letter G. No. 781, dated Jena, March 18th, 1910, addressed, "To the Parties," beginning with the words "North West Transport Line (G. No. 780)," and ending with the words, "as at first fixed
3948 according to G. No. 773 against the 'Campania.' "

Marked Petitioner's Exhibit No. 1,538.

Also circular letter G. No. 788, dated Jena, March 26th, 1910, addressed, "To the Parties," beginning with the words, "The Hamburg Amerika Line received following cable from New York," and ending with the words, "April second from Portland April twenty-third."

Marked Petitioner's Exhibit No. 1,539.

Also circular letter G. No. 790, dated Jena, March 26th, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line (G. No. 786)," and ending with the words, "their New York office to fix the rate at $27 less $2 commission." 3949

Marked Petitioner's Exhibit No. 1,540.

Also circular letter G. No. 796, dated Jena, April 4th, 1910, addressed, "To the Parties," beginning with the words, "I received the following letter from the Holland-America Line," and ending with the words, "for the perusal of the British Lines who may wish to see it."

Marked Petitioner's Exhibit No. 1,541. 3950

Also circular letter G. No. 797, dated Jena, April 4th, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line (G. No. 790)," end ending with the words, "to instruct their New York office to fix the rate at $27 less $2 commission."

Marked Petitioner's Exhibit No. 1,542.

Also circular letter G. No. 798, dated Jena, April 5th, 1910, addressed, "To the Parties," beginning with the words "North West Transport Line (G. No. 797)," and ending with the words, "from April second netrate about twenty dollars." 3951

Marked Petitioner's Exhibit No. 1,543.

Also circular letter G. No. 800, dated Jena, April 6th, 1910, addressed, "To the Parties," beginning with the words "North West Transport Line (G. No. 798)" and ending with the words "including 19 deported passengers."

Marked Petitioner's Exhibit No. 1,544.

Also circular letter G. No. 806, dated Jena, April 9th, 1910, addressed, "To the Parties," beginning

3952 with the words, "The Holland America Line write," and ending with the words "(opposition steamer) to $24, less $2, commission, which please note."

Marked Petitioner's Exhibit No. 1545.

Also circular letter G. No. 808, dated Jena, April 11th, 1910, addressed, "To the Parties," beginning with the words, "Mitrovitz & Bonuschevatz Belgrade (G. No. 789)," and ending with the words, "to the list of disqualified agents."

Marked Petitioner's Exhibit No. 1,546.

Also circular letter G. No. 809, dated Jena, April 12th, 1910, addressed, "To the Parties," beginning
3953 with the words "Synopsis of Minutes," and ending with the words, "do not come under Agreement AA. I have treated them separately." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,547.

Also annex to G. No. 809.

Marked Petitioner's Exhibit No. 1,548.

Also paper headed, "Additions & Amendments to Agreement 'V' " beginning with the words, "For the following steamers the minimum Ocean rates for first-class passengers."

Marked Petitioner's Exhibit No. 1,549.

3954

Also paper headed, "Additions & Amendments to Agreement 'W' " beginning with the words, "For the following steamers the minimum Ocean rates for second-class passengers," and ending with the words "Commission 5% maximum (Minutes 106,125)."

Marked Petitioner's Exhibit No. 1,550.

Also circular letter G. No. 812, dated Jena, April 13th, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line (G. No. 780)," and ending with the words "Tuesday, May 31st, S. S. Ryndam, Kronprinz Wilhelm, Kroonland."

Marked Petitioner's Exhibit No. 1,551. 3955

Also circular letter G. No. 813, dated Jena, April 15th, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line (G. No. 807) Thomson Line (G. 801)," and ending with the words, "New York office to fix the rate at $27 less $2 commission."

Marked Petitioner's Exhibit No. 1,552.

Also circular letter G. No. 815, dated Jena, April 16th, 1910, addressed, "To the Parties," beginning with the words "Thomson Line (G. 813)" and ending with the words, "to be able to induce the remainder also to sail in her." 3956

Marked Petitioner's Exhibit No. 1,553.

Also circular letter G. No. 816, dated Jena, April 18th, 1910, addressed, "To the Parties," beginning with the words, "North West Transport Line (G. No. 813) Thomson Line (G. No. 815)" and ending with the words, "sailed from London to Portland on 16th instant with 700 passengers."

Marked Petitioner's Exhibit No. 1,554.

Also circular letter G. No. 817, dated Jena, April 20th, 1910, addressed, "To the Parties," beginning with the words "North West Transport Line (G. No. 816)" and ending with the words, "under which auspices this has been done now." 3957

Marked Petitioner's Exhibit No. 1,555.

Also circular letter G. No. 820, dated Jena, April 21st, 1910, addressed, "To the Parties," beginning with the words, "I beg to send annexed the Agenda for the meeting to be held at Paris, Hotel Majestic, May 5th," and ending with the words, "the names of the gentlemen by whom they will be represented."

Marked Petitioner's Exhibit No. 1,556.

3958 Also agenda, dated Jena, April 21st, 1910, headed, "Atlantic Conference Meeting, Paris, Hotel Majestic, May 5th, 1910, at 10 A. M."

Marked Petitioner's Exhibit No. 1,557.

Also circular letter G. No. 824, dated Jena, April 29th, 1910, addressed, "To the Parties," beginning with the words, "The Holland America Line write," and ending with the words, "to instruct their New York office to fix the rate at $27 less $2 commission."

Marked Petitioner's Exhibit No. 1,558.

Also circular letter dated Jena, April 30th, 1910, addressed, "To the Parties," beginning with the words,
3959 "Regulations of Continental Lines' rates," and ending with the words, "without need of altering anything in respect of the existing rules."

Marked Petitioner's Exhibit No. 1,559.

Also paper headed, "We beg to refer to Minute No. 129, reading," beginning with the words, "A proposal of the Continental Lines to be at liberty to reduce their rates," and ending with the words, "will not reduce their rates if it can possibly be avoided."

Marked Petitioner's Exhibit No. 1,560.

Also circular letter G. No. 826, dated Jena, April
3960 30th, 1910, addressed, "To the Parties," beginning with the words "Paris meeting, May 5th, 1910 (G. No. 820)," ending with the words "of the A. C. Lines who will attend the meeting."

Marked Petitioner's Exhibit No. 1,561.

Also paper headed, "List of gentlemen who will be present at the A. C. Meeting at Paris, Hotel Majestic, May 5th, 1910."

Marked Petitioner's Exhibit No. 1,562.

Also circular letter G. No. 828, dated Jena, May 2nd, 1910, addressed, "To the Parties," beginning with

the words "Uranium S. S. Co. Ltd. (G. No. 823)" and ending with the words "a steamer will be despatched from Rotterdam fortnightly." Signed, "H. Peters." 3961

Marked Petitioner's Exhibit No. 1,563.

Also circular letter G. No. 829, dated Jena, May 3rd, 1910, addressed, "To the Parties," beginning with the words, "The Hamburg America Line inform me of their following New York cable," and ending with the words, "We have asked the American Line to instruct their New York office to fix the rate at $27 less $2 commission."

Marked Petitioner's Exhibit No. 1,564. 3962

Also circular letter G. No. 830, dated Jena, May 7th, 1910, addressed, "To the Parties," beginning with the words, "I herewith beg to send copies of minutes of the meeting at Paris on May 5th, 1910," and ending with the words, "westbound agreement dated London, March 3rd, 1910." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,565.

Also annex to G. No. 830, dated London, March 3rd, 1910, headed, "Agreement for Eastbound Steerage Business."

Marked Petitioner's Exhibit No. 1,566.

3963

Also paper dated Jena, April 21st, 1910, headed Atlantic Conference Meeting, Paris, Hotel Majestic, May 5th, 1910, at 10 A. M., Agenda."

Marked Petitioner's Exhibit No. 1,567.

Also circular letter G. No. 836, dated Jena, May 11th, 1910, addressed, "To the Parties," beginning with the words, "Regulations to N. A. P. C. Agents," and ending with the words, "I shall be obliged for a reply from the British Lines."

Marked Petitioner's Exhibit No. 1,568.

3964 Also circular letter G. No. 838, dated Jena, May 13th, 1910, addressed, "To the Parties," beginning with the words, "Eastbound Agreement with Scandinavian American Line," and ending with the words, "as agreed to in Minute 63 and for the amount of £3940—."

Marked Petitioner's Exhibit No. 1,569.

Also circular letter G. No. 839, dated Jena, May 14th, 1910, addressed, "To the Parties," beginning with the words, "Uranium S. S. Co. (G. No. 837)," and ending with the words, "We have asked the American Line to instruct their New York office to fix the rate at $27 less $2 commission."

3965

Marked Petitioner's Exhibit No. 1,570.

Also circular letter G. No. 840, dated Jena, May 14th, 1910, addressed, "To the Parties," beginning with the words, "Mr. Ed Strasser writes," and ending with the words, "I thought it well to warn the A. C. Lines of this."

Marked Petitioner's Exhibit No. 1,571.

Also circular letter G. No. 842, dated Jena, May 14th, 1910, addressed, "To the Parties," beginning with the words, "With reference to G. No. 836 I received the following letter" and ending with the words,

3966 "for use at our own discretion amongst our British agents."

Marked Petitioner's Exhibit No. 1,572.

Also circular letter G. No. 843, dated Jena, May 18th, 1910, addressed, "To the Parties," beginning with the words, "Compensation for fighting rates and Scandinavian American Line," and ending with the words, "Thursday, June 30th, Prinz Friedrich Wilhelm." Signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,573.

Also circular letter G. No. 844, dated Jena, May 20th, 1910, addressed, "To the Parties," beginning with the words, "Uranium S. S. Co. Ltd. (G. No. 839)" and ending with the words, "for her were forwarded to Bristol to join the 'Royal Edward.'" 3967

Marked Petitioner's Exhibit No. 1,574.

Also circular letter G. No. 854, dated Jena, May 30th, 1910, addressed, "To the Parties," beginning with the words, "The Holland-American Line have appointed the," and ending with the words, "The rate for the 'George Washington' is $27 less $2 commission."

Marked Petitioner's Exhibit No. 1,575. 3968

Also circular letter G. No. 857, dated Jena, May 31st, 1910, addressed, "To the Parties," beginning with the words, "I am informed that these last days Mr. Boas, resident director of the Hamburg-American Line," and ending with the words, "Mr. Boas was enjoined to lay before the grand jury all pooling agreements."

Marked Petitioner's Exhibit No. 1,576.

Also circular letter G. No. 860, dated Jena, June 6th, 1910, addressed, "To the Parties," beginning with the words "The White Star-Dominion Canadian Service write," and ending with the words, "We have not particulars of the nationalities of the Continental passengers." 3969

Marked Petitioner's Exhibit No. 1,577.

Also circular letter G. No. 861, dated Jena, June 7th, 1910, addressed, "To the Parties," beginning with the words "Thomson Line (G. No. 848)," and ending with the words, "which is expected to leave London on the 21st June."

Marked Petitioner's Exhibit No. 1,578.

3970 Also circular letter G. No. 862, dated Jena, June 7th, 1910, addressed, "To the Parties," beginning with the words "Revision of By-laws (G. No. 845)" and ending with the words, "differences of opinion or arbitration they retain their validity without reserve."

Marked Petitioner's Exhibit No. 1,579.

Also circular letter G. No. 868, dated Jena, June 10th, 1910, addressed, "To the Parties," beginning with the words, "Uranium S. S. Co. Ltd. (G. No. 854)," and ending with the words "(opposition steamer) to $24 less $2 commission, which please note."

3971 Marked Petitioner's Exhibit No. 1,580.

Also circular letter G. No. 873, dated Jena, June 13th, 1910, addressed, "To the Parties," beginning with the words, "According to another report the 'Campania' from New York, June 9th," and ending with the words, "the competing S. S. 'George Washington' sailed with 1005 steeragers at $27 and $24 less $2."

Marked Petitioner's Exhibit No. 1,581.

Also circular letter G. No. 877, dated Jena, June 16th, 1910, addressed, "To the Parties," beginning with the words, "The Holland America Line have ap-
3972 pointed in opposition," and ending with the words, "the rate has been fixed at $27 less $2 commission."

Marked Petitioner's Exhibit No. 1,582.

Also circular letter dated Jena, June 29th, 1910, addressed, "Anchor Line, Cunard Line, White Star Line, Royal Line," and beginning with the words, "I beg to confirm my yesterday's telegram reading," and ending with the words, "The parties having consented I telegraphed today: 'Meeting eleventh July Savoy Hotel London agreed,' which I beg to confirm."

Marked Petitioner's Exhibit No. 1,583. 3973

Also circular letter dated Jena, July 14th, 1910, addressed, "Anchor Line, Cunard Line, White Star Line, Royal Line & Uranium S. S. Co." beginning with the words, "Attached hereto I beg to send copies of the resolution passed at the meeting on the 11th instant," and ending with the words, "and shall communicate their reply as soon as it is at hand."

Marked Petitioner's Exhibit No. 1,584.

Also a circular letter G. No. 913, dated Jena, July 18th, 1910, addressed, "To the Parties," beginning with the words, "The Holland America Line," and ending with the words, "Less $2 commission." 3974

Marked Petitioner's Exhibit No. 1,585.

Also a circular letter dated Jena, July 20th, 1910, addressed "Anchor Line, Cunard Line, White Star Line" beginning with the words, "In the minute sent," and ending with the words, "it in their copies."

Marked Petitioner's Exhibit No. 1,586.

Also a circular letter dated Jena, July 21st, 1910, G. No. 916, addressed, "To the Parties" beginning with the words, "The rate for the 'Campania' 21st" and ending with the words, "less $2."

Marked Petitioner's Exhibit No. 1,587. 3975

Also a circular letter G. No. 922, dated Jena, July 28th, 1910, addressed, "To the Parties," beginning with the words "The Holland America Line write," and ending with the words, "less $2. commission."

Marked Petitioner's Exhibit No. 1,588.

Also circular letter G. No. 927, dated Jena, August 1, 1910, addressed, "To the Parties," beginning with the words, "The following is a complete sailing list," and ending with the words "Pennsylvania, Teutonic, Mauretania."

3976 Marked Petitioner's Exhibit No. 1,589.

Also circular letter G. No. 930, dated Jena, August 3rd, 1910, addressed, "To the Parties," beginning with the words "The Holland America Line write" and ending with the words, "which please note."

Marked Petitioner's Exhibit No. 1,590.

Also circular letter G. No. 931, dated Jena, August 4th, 1910, addressed, "To the Parties," beginning with the words, "With regard to circular letter," and ending with the words, "is not maintained in the front."

Marked Petitioner's Exhibit No. 1,591.

3977 Also circular letter G. No. 932, dated Jena, August 4th, 1910, addressed, "To the Parties," beginning with the words "S. S. 'Campania' " and ending with the words, "less $2 commission."

Marked Petitioner's Exhibit No. 1,592.

Also circular letter G. No. 935, dated Jena, August 6th, 1910, addressed, "To the Parties," beginning with the words, "According to a Hapag cable," and ending with the words "left New York with 375 steeragers."

Marked Peitioner's Exhibit No. 1,593.

Also circular letter G. No. 936, dated Jena, August 8th, 1910, addressed, "To the Parties," beginning with
3978 the words, "From July 23rd to," and ending with the words "the Thomson Line."

Marked Petitioner's Exhibit No. 1,594.

Also circular letter G. No. 937, dated Jena, August 8th, 1910, addressed, "To the Parties," beginning with the words, "From July 24th to August," and ending with the words, "130 I Class Passengers."

Marked Petitioner's Exhibit No. 1,595.

Also circular letter G. No. 941, dated Jena, August 11th, 1910, addressed, "To the Parties," beginning

with the words "The Holland America Line" and ending with the words "with $2 commission." 3979

Marked Petitioner's Exhibit No. 1,596.

Also circular letter G. No. 946, dated Jena, August 15th, 1910, addressed, "To the Parties," beginning with the words, "With regard to," and ending with the words "of which 154 for Halifax."

Marked Petitioner's Exhibit No. 1,597.

Also circular letter G. No. 947, dated Jena, August 16th, 1910, addressed, "To the Parties," beginning with the words, "With regard to G. No. 931 the" and ending with the words, "to discuss this special case any further." 3980

Marked Petitioner's Exhibit No. 1,598.

Also circular letter G. No. 948, dated Jena, August 16th, 1910, addressed "To the Parties," beginning with the words "White Star Line write," and ending with the words, "done so some time ago."

Marked Petitioner's Exhibit No. 1,599.

Also circular letter G. No. 949, dated Jena, August 16th, 1910, addressed, "To the Parties," beginning with the words "Last night I received," and ending with the words "as Empress steamers."

Marked Petitioner's Exhibit No. 1,600. 3981

Also circular letter G. No. 950, dated Jena, August 17th, 1910, addressed, "To the Parties," beginning with the words, "With regard to G. No. 946," and ending with the words, "been reduced to $22."

Marked Petitioner's Exhibit No. 1,601.

Also circular letter G. No. 953, dated Jena, August 19th, 1910, addressed "To the Parties," beginning with the words "The Hamburg Amerika Linie," and ending with the words, "of the 'Volturno.' "

3982 Marked Petitioner's Exhibit No. 1,602.

Also circular letter G. No. 959, dated Jena, August 25th, addressed "To the Parties" beginning with the words, "The Holland America Line," and ending with the words, "less $2 commission."

Marked Petitioner's Exhibit No. 1,603.

Also circular letter G. No. 964, addressed "To the Parties" dated Jena, August 29th, 1910, beginning with the words, "With regard to G. No. 959," and ending with the words, "commission to $24 less $2 commission."

Marked Petitioner's Exhibit No. 1,604.

3983 Also circular letter G. No. 966 addressed, "To the Parties," dated Jena, August 30th, 1910, beginning with the words "The 'Frankfurter Zeitung' received," and ending with the words "Yard of Schichau, Danzig, in 1898."

Marked Petitioner's Exhibit No. 1,605.

Also circular letter G. No. 971, dated Jena, September 6th, 1910, addressed, "To the Parties," beginning with the words, "Enclosed I beg to send," and ending with the words, "has obtained the cipher C. C."

Marked Petitioner's Exhibit No. 1,606.

3984 Also circular letter G. No. 977, dated Jena, September 9th, 1910, addressed, "To the Parties," beginning with the words, "The Holland-America Line," and ending with the words "less $2 commission."

Marked Petitioner's Exhibit No. 1,607.

Also circular letter G. No. 978, dated Jena, den 10, September, 1910, addressed, "To the Parties," beginning with the words, "With regard to the application," and ending with the words "of the Continental Lines."

Marked Petitioner's Exhibit No. 1,608.

Also circular letter G. No. 979, dated Jena, September 12th, 1910, addressed, "To the Parties," beginning with the words, "With reference to G. No. 977," and ending with the words "less $2 commission." 3985

Marked Petitioner's Exhibit No. 1,609.

Also circular letter G. No. 980, dated Jena, September 15th, 1910, addressed, "To the Parties," beginning with the words, "I beg to submit the following," and ending with the words "advised of it until 22nd instant."

Marked Petitioner's Exhibit No. 1,610.

Also circular letter G. No. 982, dated Jena, September 15th, 1910, addressed, "To the Parties," beginning with the words, "The Holland Amerika Line," and ending with the words, "less $2 commission." 3986

Marked Petitioner's Exhibit No. 1,611.

Also circular letter G. No. 983, dated Jena, September 16th, 1910, addressed "To the Parties," beginning with the words, "The 'Campania' which left," and ending with the words "changed to 'Campanello.' "

Marked Petitioner's Exhibit No. 1,612.

Also circular letter G. No. 985, dated Jena, September 19th, 1910, addressed, "To the Parties," beginning with the words, "Messrs. Ismay, Imrie & Co., write," and ending with the words "agenda of the next meeting." 3987

Marked Petitioner's Exhibit No. 1,613.

Also circular letter G. No. 987, dated Jena, September 21st, 1910, addressed, "To the Parties," beginning with the words, "With reference to the agreement with the Royal," and ending with the words, "this method is correct and whether it may be adhered to."

Marked Petitioner's Exhibit No. 1,614.

3988 Also circular letter G. No. 988, dated Jena, September 22nd, 1910, addressed "To the Parties," beginning with the words, "With regard to the telegram," and ending with the words "North America is increasing."

Marked Petitioner's Exhibit No. 1,615.

Also circular letter G. No. 991, dated Jena, September 24th, 1910, addressed, "To the Parties," beginning with the words, "No objection having been raised," and ending with the words, "to receive until October 1st."

Marked Petitioner's Exhibit No. 1,616.

3989 Also circular letter G. No. 994, dated Jena, September 24th, 1910, addressed, "To the Parties," beginning with the words "The Hamburg America Line submit the following bill," and ending with the words, "Hamburg America Line."

Marked Petitioner's Exhibit No. 1,617.

Also circular letter G. No. 995, dated Jena, September 26th, 1910, addressed, "To the Parties," beginning with the words, "With reference," and ending with the words "both with $2 commission."

Marked Petitioner's Exhibit No. 1,618.

3990 Also circular letter G. No. 996, dated Jena, September 27th, 1910, addressed, "To the Parties," beginning with the words, "Annexed hereto I beg," and ending with the words "next meeting as requested."

Marked Petitioner's Exhibit No. 1,619.

Also circular letter G. No. 996 annex, commencing with the words "Letter of the Allan Line, dated 21st inst." and ending with the words "to advance second-class rates further without affecting the first class."

Marked Petitioner's Exhibit No. 1,620.

Also circular letter G. No. 998, dated Jena, September 29th, 1910, addressed, "To the Parties," beginning

with the words, "I beg to refer to G. No. 995" and ending with the words "of which 27 were deported passengers." 3991

Marked Petitioner's Exhibit No. 1,621.

Also circular letter G. No. 1,000, dated Jena, September 30th, 1910, addressed "To the Parties," beginning with the words, "I beg to promulgate the following letter of," and ending with the words "subject on the Agenda of the November meeting," and signed, "H. Peters."

Marked Petitioner's Exhibit No. 1,622.

Also circular letter G. No. 1,002, dated Jena, October 1st, 1910, addressed, "To the Parties," beginning with the words "For completion of," and ending with the words "in second-class rates." 3992

Marked Petitioner's Exhibit No. 1,623.

Also circular letter G. No. 1003, dated Jena, October 3rd, 1910, addressed, "To the Parties," beginning with the words, "In reply to G. 991 the," and ending with the words "get the minute printed so," and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,624.

Also circular letter G. No. 1,006, dated Jena, October 5th, 1910, addressed, "To the Parties," beginning with the words "The 'Frankfurter Zeitung' received," and ending with the words, "been moved into the distant future." 3993

Marked Petitioner's Exhibit No. 1,625.

Also circular letter G. No. 1009, dated Jena, October 7th, 1910, addressed, "To the Parties," beginning with the words "The White Star Line send me," and ending with the words "to the lines of the other conferences."

Marked Petitioner's Exhibit No. 1,626.

3994 Also circular letter G. No. 1,013, dated Jena, October 8th, 1910, addressed, "To the Parties," beginning with the words "The Hamburg Amerika Linie write," and ending with the words "suggest to impose on this firm."

Marked Petitioner's Exhibit No. 1,627.

Also circular letter G. No. 1,015, dated Jena, October 14th, 1910, addressed, "To the Parties," beginning with the words "On the question the parties," and ending with the words "of supplying tonnage to a new competition."

Marked Petitioner's Exhibit No. 1,628.

3995 Also circular letter G. No. 1,018, dated Jena, October 15th, 1910, addressed, "To the Parties," beginning with the words "The Russian America Line write," and ending with the words "to let me have their views."

Marked Petitioner's Exhibit No. 1,629.

Also circular letter G. No. 1,020, dated Jena, October 18th, 1910, addressed, "To the Parties," beginning with the words "SS. Celtic April 23rd," and ending with the words, "the above amounts to the lines named," and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,630.

3996 Also circular letter G. No. 1,024, dated Jena, October 19th, 1910, addressed, "To the Parties," beginning with the words "The Norddeutscher Lloyd write," and ending with the words, "from the general rule."

Marked Petitioner's Exhibit No. 1,631.

Also circular letter G. No. 1,028, dated Jena, October 22nd, 1910, addressed, "To the Parties," beginning with the words, "The Holland America Line write," and ending with the words, "they agree to the proposed disqualifications."

Marked Petitioner's Exhibit No. 1,632. 3997

Also circular letter G. No. 1,034, dated Jena, October 27th, 1910, addressed, "To the Parties," beginning with the words "I beg to inform the parties," and ending with the words "at next opportunity."

Marked Petitioner's Exhibit No. 1,633.

Also circular letter G. No. 1,037, dated Jena, November 3rd, 1910, addressed, "To the Parties," beginning with the words, "The Holland-American Line write on November 1st," and ending with the words "less $2 commission."

Marked Petitioner's Exhibit No. 1,634. 3998

Also circular letter G. No. 1,047, dated Jena, November 9th, 1910, addressed, "To the Parties," beginning with the words, "I beg to communicate that the following," and ending with the words "what other subjects they wish to have placed on the agenda."

Marked Petitioner's Exhibit No. 1,635.

Also circular letter G. No. 1,050 dated Jena, November 12th, 1910, addressed, "To the Parties," beginning with the words, "The proposal of the," and ending with the words "usual for distribution amongst the lines."

Marked Petitioner's Exhibit No. 1,636. 3999

Also circular letter G. No. 1,052, dated Jena, November 14th, 1910, addressed, "To the Parties," beginning with the words, "If I do not hear from the parties," and ending with the words, "will be held on this date."

Marked Petitioner's Exhibit No. 1,637.

Also circular letter G. No. 1,057 dated Jena, November 18th, 1910, addressed "To the Parties," beginning with the words, "I beg to promulgate," and ending

4000 with the words "third-class traffic," and signed "Scott Griffin, Manager."

Marked Petitioner's Exhibit No. 1,638.

Also circular letter G. No. 1,060, dated Jena, November 19th, 1910, addressed, "To the Parties," beginning with the words, "I beg to communicate the following," and ending with the words "steamers to thirty-five dollars."

Marked Petitioner's Exhibit No. 1,639.

Also circular letter G. No. 1,063, dated Jena, November 21st, 1910, addressed, "To the Parties," beginning with the words "With reference" and ending
4001 with the words, "on 19th instant."

Marked Petitioner's Exhibit No. 1,640.

Also "Supplement" to the agenda of London meeting November 24th, 1910, dated Jena, 21st November, 1910, beginning with the figures and words "10 Lloyd's eastbound" and ending with the words "(White Star)."

Marked Petitioner's Exhibit No. 1,641.

Also circular letter G. No. 1,064, dated Jena, November 24th, 1910, addressed "To the Parties," beginning with the words "Referring to circular letter
4002 G. No. 1,056" and ending with the words "Total 490," and signed "H. Peters."

Marked Petitioner's Exhibit No. 1,642.

Also circular letter G. No. 1,077, dated Jena, December 3rd, 1910, addressed, "To the Parties," beginning with the words, "The Holland-America Line have selected," and ending with the words "with $2 commission."

Marked Petitioner's Exhibit No. 1,643.

Also circular G. No. 1,086, dated, Jena, December 10th, 1910, addressed, "To the Parties," beginning

with the words "The Continental Lines propose," and ending with the words "inform me of what their rates will be." 4003

Marked Petitioner's Exhibit No. 1,644.

Also circular G. No. 1,090, dated Jena, December 17th, 1910, addressed, "To the Parties," beginning with the words "The Russian American Line," and ending with the words, "Will the parties please let me have their views."

Marked Petitioner's Exhibit No. 1,645.

Also circular G. No. 1,098A, dated Jena, December 29th, 1910, addressed, "To the Parties," beginning with the words, "The Scandinavian American Line have," and ending with the words, "I shall be obliged for remittance." 4004

Marked Petitioner's Exhibit No. 1,646.

Also circular G. No. 1,100, dated Jena, December 30th, 1910, addressed, "To the Parties," beginning with the words, "Compensation for fighting steamers," and ending with the words "Skand. American Line * * * $2404.50"

Marked Petitioner's Exhibit No. 1,647.

Also circular letter G. No. 1,103 dated Jena, December 31st, 1910, addressed, "To the Parties," beginning with the words, "The Holland America Line inform me," and ending with the words, "less $2 commission." 4005

Marked Petitioner's Exhibit No. 1,648.

Mr. Guiler: I offer further in evidence certain letters of the Hamburg-American Line to the Hamburg-American Line in New York and vice versa, as follows:

Letter dated March 10th, 1908, to Hamburg American Line, Hamburg, from Hamburg American Line,

4006 New York. Beginning with the words, "We beg to refer to our cable of yesterday," and ending with the words, "what position the pool lines eventually will take to meet this new competition."

Marked Petitioner's Exhibit No. 1,649.

Also letter dated April 8th, 1908, to Hamburg American Line, Hamburg from Hamburg-American Line, New York. Beginning with the words "We acknowledge the receipt of your favor," and ending with the words "or to force the rates downward as far as possible."

Marked Petitioner's Exhibit No. 1,650.

4007 Also letter dated April 14th, 1908, to Hamburg American Line, Hamburg from Hamburg American Line, New York. Beginning with the words, "Referring to our cable of yesterday," and ending with the words, "competition with the Russian Volunteer Fleet on the same posters."

Marked Petitioner's Exhibit No. 1,651.

Also letter dated April 22nd, 1908, to Hamburg American Line, Hamburg, from Hamburg American Line, New York. Beginning with the words, "We beg to report that the S/S Kherson of the Volunteer fleet sailed today," and ending with the words "and for the
4008 S/S President Lincoln sailing on the 25th inst."

Marked Petitioner's Exhibit No. 1,652.

Also letter dated, April 24th, 1908, to Hamburg American Line, Hamburg, from Hamburg American Line, New York. Beginning with the words, "We have taken aboard the Kaiserin Auguste Victoria," and ending with the words "and if there is any change we shall again cable."

Marked Petitioner's Exhibit No. 1,653.

Also letter dated, May 1st, 1908, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "We have accepted for tomorrow's sailing of the S/S President Grant," and ending with the words "20% of Continental passengers." 4009

Marked Petitioner's Exhibit No. 1654.

Also letter dated, May 4th, 1908, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "We confirm our respects of May 1st," and ending with the words "mentioned on the opening part of this letter, we remain."

4010

Marked Petitioner's Exhibit No. 1,655.

Also letter dated, May 12th, 1908, to Hamburg American Line, Hamburg, from Hamburg American Line, New York. Beginning with the words, "We confirm our respects of May 6th," and ending with the words "who went aboard the Jelunga."

Marked Petitioner's Exhibit No. 1,656.

Also letter dated, "February 11th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York. Beginning with the words, "In conjunction with our cable of this day," and ending with the words, "to gather any large number of passengers for the steamer." 4011

Marked Petitioner's Exhibit No. 1,657.

Also letter dated March 1st, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words "In conjunction with our cable of this date," and ending with the words "we shall keep you promptly informed."

Marked Petitioner's Exhibit No. 1,658.

Also letter dated, September 28th, 1909, to Hamburg American Line, Hamburg, from Hamburg

4012 American Line, New York, beginning with the words "The above line's S/S Neapolitan Prince arrived on the 16th inst." and ending with the words, "booked at a rate of $24, commission $2."

Marked Petitioner's Exhibit No. 1659.

Also letter dated, October 11th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "Steamer Volturno arrived here October 3rd," and ending with the words "carried 425 steerage passengers."

Marked Petitioner's Exhibit No. 1,660.

4013 Also letter dated, October 15th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words "In conjunction with our respects of the 11th inst." and ending with the words, "4 in the cabin and 202 in the steerage."

Marked Petitioner's Exhibit No. 1,661.

Also letter dated, "October 25th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "In conjunction with our exchange of cables on the 23rd inst." and ending with the words, "upon which a commission of $5 was allowed."

4014 Marked Petitioner's Exhibit No. 1,662.

Also letter dated, "October 29th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "In conjunction with our cable of the 25th inst." and ending with the words, "obtained 568 steerage passengers at the rate of $24, commission $2."

Marked Petitioner's Exhibit No. 1,663.

Also letter dated, November 12th, 1909, to Hamburg American Line, Hamburg, from Hamburg American

Line, New York, beginning with the words, "In conjunction with your cabled query of yesterday and our reply thereto," and ending with the words "being accounted for to you accordingly." 4015

Marked Petitioner's Exhibit No. 1,664.

Also letter dated, December 7th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, N. Y., beginning with the words, "We refer to our cable of yesterday," and ending with the words "Rate $24, minus $2."

Marked Petitioner's Exhibit No. 1,665.

Also letter dated, December 21st, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words S/S Napolitan Prince of the above line arrived here" and ending with the words, "which are presumably correct." 4016

Marked Petitioner's Exhibit No. 1,666.

Also letter dated, December 28th, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words "S/S Volturno of the above line was scheduled to sail from this port," and ending with the words, "We wish to make you acquainted with the exceptional circumstances in this case, and sign."

Marked Petitioner's Exhibit No. 1,667. 4017

Also letter dated December 31st, 1909, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "S/S Sicilian Prince of the above line," and ending with the words "at the rate of $24, minus $2."

Marked Petitioner's Exhibit No. 1668."

Also letter dated, January 5th, 1910, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "In con-

4018 junction with our cable of yesterday," and ending with the words "carried 221 passengers, rate $22, minus $2."

Marked Petitioner's Exhibit No. 1,669.

Also letter dated January 17th, 1910, to Hamburg American Line, Hamburg, from Hamburg American Line, New York. Beginning with the words, "Pitted against S/S Uranium of the above line," and ending with the words "as third competing steamer at the rate of $22 minus $2.00 into competition."

Marked Petitioner's Exhibit No. 1,670.

4019 Also letter dated January 25th, 1910, to Hamburg American Line, Hamburg, from Hamburg American Line, New York, beginning with the words, "Referring to our respects of the 17th," and ending with the words "aboard the Kronprinz Wilhelm, sailing today."

Marked Petitioner's Exhibit No. 1,671.

Also letter dated February 1st, 1910, addressed "Hamburg American Line (Passenger Department), Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "sent to Mr. Ohrt directly several days ago" and signed "Hamburg American Line, per E. Lederer."

4020

Marked Petitioner's Exhibit No. 1,672.

Also letter dated February 8th, 1910, addressed "Hamburg American Line (Passenger Department), Hamburg," beginning with the words, "*Re* North West Transport Line," ending with the words, "she sailed from this port on February 5th," and signed "Hamburg American Line, per E. Lederer."

Marked Petitioner's Exhibit No. 1,673.

Also letter dated March 16th, 1910, addressed "Hamburg American Line (Passenger Department),

Hamburg," beginning with the words "*Re* North West Transport Line," ending with the words, "rate being in force but one day," and signed, "Hamburg American Line, per E. Lederer." 4021

Marked Petitioner's Exhibit No. 1,674.

Also letter dated March 21st, 1910, addressed "Hamburg American Line (Passenger Department), Hamburg," beginning with the words "*Re* North West Transport Line," ending with the words "to the collector of the Port for his judgment and signed "Hamburg American Line, per E. Lederer."

Marked Petitioner's Exhibit No. 1,675.

Also letter dated March 22nd, 1910, addressed "Hamburg American Line, Hamburg," beginning with the words "*Re* North West Transport Line," ending with the words "Minus $2" and signed Hamburg American Line per E. Lederer. 4022

Marker Petitioner's Exhibit No. 1,676.

Also letter dated April 5th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words, "*Re* North West Transport Line," ending with the words "also sailing from here on the 2nd," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,677. 4023

Also translation of letter dated April 12th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "minus $2," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,678.

Also translation of letter dated May 3rd, 1910, addressed Hamburg American Line, Hamburg, beginwith the words, "*Re* North West Transport Line,"

4024 ending with the words "minus $2.00" and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,679.

Also translation of letter dated May 12th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line" ending with the words "Minus $2," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,680.

Also translation of letter dated May 27th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line,"
4025 ending with the words "Rate $24 minus $2," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,681.

Also translation of letter dated June 13th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "at the regular rate of $40," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,682.

Also translation of letter dated July 11th, 1910, addressed Hamburg American Line, Hamburg, be-
4026 ginning with the words "*Re* North West Transport Line" ending with the words "minus $2" and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,683.

Also translation of letter dated July 11th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "Referring to our exchange of cable of the 8th inst." ending with the words "carried competitive rates" and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,684.

Also translation of letter dated July 22nd, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "minus $2" and signed Hamburg American Line, per E. Lederer. 4027

Marker Petitioner's Exhibit No. 1,685.

Also translation of letter dated August 5th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "sailing on the 6th inst." and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,686.

Also translation of letter dated September 16th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "commission $2" and signed Hamburg American Line, per E. Lederer. 4028

Marked Petitioner's Exhibit No. 1,687.

Also translation of letter dated October 13th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "sailing from here today," and signed Hamburg American Line, per H. Doblin.

Marked Petitioner's Exhibit No. 1,688 4029

Also translation of letter dated October 14th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line," ending with the words "minus $2," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,689.

Also translation of letter dated October 31st, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "*Re* North West Transport Line,"

4030 ending with the words "minus $2," and signed Habburg American Line, per H. Doblin.

Marked Petitioner's Exhibit No. 1,690.

Also translation of letter dated November 14th, 1910, addressed Hamburg American Line, Hamburg, beginning with the words "Steamer Volturno of the above line arrived here," ending with the words "by us for the Pennsylvania sailing November 12th," and signed Hamburg American Line, per H. Doblin.

Marked Petitioner's Exhibit No. 1,691.

Also translation of letter dated November 28th, 1910, addressed Hamburg American Line, Hamburg,
4031 beginning with the words "*Re* North West Transport Line," ending with the words "sailing November 26th from this port," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,692.

Also translation of letter dated December 12th, 1910, addressed Hamburg American Line, Hamburg, begining with the words "*Re* North West Transport Line," ending with the words "and 500 aboard the Lapland, sailing December 10th," and signed Hamburg American Line, per E. Lederer.

Marked Petitioner's Exhibit No. 1,693.

4032

Mr. Guiler: I also offer certain cables from the Hamburg-American Line to the Hamburg-American Line New York, and from the Hamburg-American Line, New York, to the Hamburg-American Line, Hamburg, as follows:

Cable dated, New York, January 2nd, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words "Issued circular fixing prepared steerage rates," and ending with the words "Deutchland $34. Others $28 IIId class $33."

Marked Petitioner's Exhibit No. 1,694.

Also cable dated New York, January 6th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "American Line White Star Line quote steerage eastbound rates," and ending with the words "British Steerage Eastbound Rate Cunard Line will follow."

Also cable dated New York, January 7th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Cunard Line New York and Boston services reduced steerage outward rate," and ending with the words, "All steamers to twenty-eight Dollars Fiume service $31."

Also cable dated New York, January 8th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Cunard Line New York and Boston Services Reduced Prepaid Rates," and ending with the words, "Basel $30 White Star Boston Hamburg $25.50 Bremen $27.50."

Also cable dated New York, January 9th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words "Cunard Line Reduced Outward Rates" and ending with the words "What Scandinavian Outward Rates Shall We Adopt."

Marked Petitioner's Exhibit No. 1,695.

Also cable dated New York, January 10th 1908, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Beginning with the words, "White Star Line American Line Further Reduced British Outward Rates $22.50," and ending with the words "Thereby quoting Below Our Hamburg Outward Steerage Rates."

4036 Also cable dated New York, January 11th, 1908, from Hamburg-American Line, New York to Hambury-American Line, Hamburg. Beginning with the words, "White Star Line Boston New York Services Reduced," and ending with the words "From Libau $27.50 Hamburg $25.50."

Also cable dated New York, January 11th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "We Have Reduced Scandinavian Outward Rates," and ending with the words "Will Doubtless Seriously Injure Our Business."

Also cable dated New York, January 13th, 1908, from Hamburg-American Line, New York to Ham-
4037 burg-American Line, Hamburg. Beginning with the words, "American Line White Star Line Reduced British Steerage Outward Rates," and ending with the words, "Reduced Libau Steerage Prepaid Rates $27.50."

Marked Petitioner's Exhibit No. 1696.

Also cable dated New York, February 3rd, 1908, from Hamburg-American Line, to New York, to Hamburg-American Line, Hamburg. Beginning with the words, "Russian Lines Reduced Steerage Outward Rates" and ending with the words, "Commission $3 to $5."

4038 Also cable dated New York, January 14th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "White Star Reduced British Steerage Outward Rates," and ending with the words, "Cunard Umbria Etruria $17.50."

Marked Petitioner's Exhibit No. 1,697.

Also cable dated New York, January 15th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Moskwa Sailed today 11 Cabin 1140 steerage."

Also cable dated New York, January 20th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "American Line Philadelphia Service Now Quotes British Steerage Prepaid Rate $20," and ending with the words, "Boston reduced British Steerage Outward Rate $15." 4039

Marked Petitioner's Exhibit No. 1,698.

Also cable dated New York, January 21st, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Saint Paul Saturday Besides Figures Cabled Yesterday," and ending with the words, "Will Also Transfer Overflow To Samland." 4040

Also cable dated New York, January 29th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Petersburg Sailed Today 4 Cabin 813 Steerage."

Also cable dated New York, February 10th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "British Lines Scandinavian Outward Rates," and ending with the words, "We Adopt For Deutschland."

Also cable dated New York, February 18th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "All British Lines Still Charge all Steamers $28," and ending with the words, "Overflow Auguste to French Line." 4041

Also cable dated New York, February 24th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Korea Sailed Saturday 6 Cabin 280 Steerage."

Marked Petitioner's Exhibit No. 1,699.

4042 Also cable dated New York, February 25th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "British Lines Advanced Steerage Outward Rate To All Continental Ports To $30."

Also cable dated New York, February 26th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Kherson Sailed Today 12 Cabin 554 Steerage."

Also cable dated New York, March 1st, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Volturno Hence February 28th, 3 Second Cabin 13 Steer-
4043 age."

Also cable dated New York, March 14th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words "Richard Reduced Steerage Outward Rate," and ending with the words, "Twenty-three Dollars Russian Twenty-Four."

Marked Petitioner's Exhibit No. 1,700.

Also cable dated New York, March 24th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words "Saratow Tomorrow Will Have Nine Hundred Steer-
4044 agers Stopped," and ending with the words, "Transfer About Four Hundred To Steamer Main Thursday."

Also cable dated New York, March 25th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Saratow Today 22 Second 1025 Steerage About 300 Transferred To Estonia April 1st."

Also cable dated New York, March 26th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Richards Intend Reduce Steerage," and end-

ing with the words, "We Follow Reduction With Pre- 4045
toria April 11th."

Also cable dated New York, March 27th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "French Line Reduced Steerage Outward Rate," and ending with the words, "North German Lloyd Barbarossa April 9th, $24."

Also cable dated New York, March 24th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows, "Reduced Outward Steerage Rate Pretoria April 11th, $23."

4046

Marked Petitioner's Exhibit No. 1,701.

Also cable dated New York, March 30th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words "Saratow March 25th, 1013 Rate $24," and ending with the words, "Entire Steerage Space Remaining Filled with Freight."

Also cable dated New York, April 8th, 1908 from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows, "Petersburg Today 1175 No. Overflow For Volturno."

Also cable dated New York, April 11th, 1908, from 4047
Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Hardly To Be Expected That Steeragers Will Pay $38," and ending with the words, "Volturno Will Scarcely Have 500 Pretoria More Than 2000."

Also cable dated New York, April 15th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Present Quality Eastbound Steeragers Poorest Class," and ending with the words, "We Propose General Reduction Eastbound Steerage Rates."

4048 Marked Petitioner's Exhibit No. 1,702.

Also cable dated New York, April 20th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Avoca Arrived Halifax April 18th," and ending with the words, "Departure Hence Uncertain."

Also cable dated New York, April 20th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "North German Lloyd Reduced Steerage Outward Rates," and ending with the words, "On Kaiserin Auguste Victoria and President Lincoln."

Also cable dated New York, April 22nd, 1908, from
4049 Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Reduced Steerage Outward Rates," and ending with the words, "IIId Class Amerika $36 Others $33."

Also cable dated New York, April 22nd, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Kherson Sailed Today 23 Cabin 809 Steerage."

Also cable dated New York, April 28th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Avoca Hence May 5th."

Marked Petitioner's Exhibit No. 1,703.

4050

Also cable dated New York, April 28th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Sailing Jelunga, May 9th, Volturno May 23d Latter Uncertain."

Also cable dated New York, May 4th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Korea Sailed Saturday 32 Cabin 660 Steerage."

Also cable dated New York, May 6th, 1908, from Hamburg-American Line, New York to Hamburg-

American Line, Hamburg. Beginning with the words, "Until May 1st Had Only 80 Advices For Amerika," and ending with the words, "Buy Tickets Only Two or Three Days Before Date of Sailings." 4051

Also cable dated New York, May 7th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Avoca Hence May 5th, 745 Steeragers 25 Left Over Figures Cabled Incorrect."

Also cable dated New York, May 13th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Louisiana Sailed Today 1700 Steeragers," and ending with the words, "And Americana Bluecher and Hamburg Tomorrow Both Full." 4052

Also cable dated New York, June 10th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "New York Continental Line Advertises Jelunga," and ending with the words, "Estonia July 22nd, Rate $24 Commission $3."

Marked Petitioner's Exhibit No. 1,704.

Also cable dated New York, June 22nd, 1908, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Reading as follows: "Jelunga Sailed Saturday 2 Cabin 259 Steerage."

Also cable dated New York, June 24th, 1908, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Reading as follows: "Russia Sailed Today 20 1st Cabin 60 II Cabin 899 Steerage." 4053

Also cable dated New York, June 29th, 1908, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Beginning with words, "We Refer To Your Cable Of Today," and ending with the words, "Trying To Arrange Uniform Charge Of $4 Headtax."

4054 Also cable dated New York, June 30th, 1908, from Hamburg-American Lines, New York, to Hamburg-American Line Hamburg. Reading as follows: "Brasile Sailed Saturday 31 I Class 62 II Class 1007 Steerage Including 443 Continental."

Also cable dated New York, July 3d, 1908, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Reading as follows: "Ducabruzzi Sailed Wednesday 74 I Class 1893 Steerage Including 454 Continental."

Also cable dated New York, July 7th, 1908, from Hamburg-American Lines, New York, to Hamburg-American Line, Hamburg. Beginning with the words, "Verona Sailed Saturday from Phi[illegible]delphia," and
4055 ending with the words, "Including 714 Continentals."

Marked Petitioner's Exhibit No. 1,705.

Also cable dated New York, July 23d, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Estonia Sailed Wednesday 27 Cabin 560 Steerage," and ending with the words, "To Rotterdam July 28th, $21. Rate $2. Commission."

Also cable dated New York, August 6th, 1908, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Reading as follows: 'Russia Sailed Wednesday 20 I Cabin 25 II Cabin 705
4056 Steerage Barbarossa 1420."

Also cable dated New York, August 7th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Louisiana Sailed Wednesday 8 Cabin 1643 Steerage Including 489 Continental."

Also cable dated New York, September 5th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Verona Sailed Thursday from Philadelphia 6 Cabin 1783 Steerage Including 533 Continental."

Also cable dated New York, November 4th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Fixed III Class Prepaid Rates Amerika $41," and ending with the words, "Your Remarks Refer to Cash Business." 4057

Also cable dated New York, November 19th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Circular October 31st Plainly advertised Commission," and ending with the words, "Prospects for Lincoln Poor."

Also cable dated New York, November 20th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Sending Out Today Circular Reducing III Class Commissions to $2." 4058

Also cable dated New York, December 2nd, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "There Is So Little Reliance To Be Placed Upon," and ending with the words, "As Long As There Exists No Prepaid Agreement."

Marked Petitioner's Exhibit No. 1,706.

Also cable dated New York, December 11th, 1908, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "What Steerage Outward Rate Shall We Charge," and ending with the words, "Lower Rate Than Cunard Line Otherwise Cannot Compete." 4059

Marked Petitioner's Exhibit No. 1,707.

Also cable dated New York, February 11th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Richards Issued Circular Announcing Organization North West Transport Line," and ending with the words "Hamburg Bremen $30. Commission $3."

4060 Marked Petitioner's Exhibit No. 1,708.

Also cable dated New York, February 2nd, 1909, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Beginning with the words, "Owing to Increased Demand," and ending with the words, "Amerika Auguste Victoria To $35. Do you Agree."

Also cable dated New York, April 12th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Volturno Sailed Saturday 42 Steeragers."

Also cable dated New York, April 26th, 1909, from Hamburg-American Line, New York to Hamburg-
4061 American Line, Hamburg. Reading as follows: "Uranium Left Saturday 4 Cabin 95 Steerage."

Also cable dated New York, May 12th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Raglan Castle Left Today Instead of May 8th 3 Cabin 127 Steerage."

Also cable dated New York, May 18th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Russasiatic Reduced Eastbound Steerage Rate Estonia May 22nd To $26. Is It Correct."

Also cable dated New York, May 22nd, 1909, from
4062 Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "We Refer to Your Cable of Today Estonia Sails," and ending with the words, "East Asiatic Lines Rate After June 1st, $28."

Marked Petitioner's Exhibit No. 1,709.

Also cable dated New York, May 25th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Volturno Landed Halifax 220 Steerage," and ending with the words "Sailed Today 4 Cabin 70 Steerage."

Also cable dated New York, June 9th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Uranium Arrived June 1st 2 Cabin 318 Steerage," and ending with the words, "Today 602 Of Which 343 To Hamburg At $25 Rate." 4063

Also cable dated New York, October 11th, 1909, from Hamburg-American Line, New York to Hamburg American Line, Hamburg. Reading as follows: "Volturno October 9th, 182 Steeragers Sixteen Dollars Net Waldersee 425 at $22 Less $2."

Also cable dated New York, October 23d, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "We Refer To Your Cable of Today Volturno $16 Correct Viz. $21 Less $5." 4064

Also cable dated New York, October 25th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Uranium Saturday 173 $17 Net Zeeland 568 $22 Net."

Also cable dated New York, November 8th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Napolitan Prince Hence Saturday About 150 Rate $25," and ending with the words, "St. Paul 391 Continental $24 Less $2."

4065

Marked Petitioner's Exhibit No. 1,710.

Also cable dated New York, November 22nd, 1909, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Reading as follows: "Volturno Sailed Saturday 151 Steerage Net Rate About $20. Estonia 257 $24 Less $2."

Also cable dated New York, December 6th, 1909, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Uranium Hence December 4th, 374 Steeragers," and ending with the words, "Net Lituania 280 at $24 Less $2."

4066 Marked Petitioner's Exhibit No. 1,711.

Also cable dated New York, January 4th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg. Beginning with the words, "Volturno Hence January 1st About 70 Steerage," and ending with the words, "Russia January 1st 221 Rate $22 Less $2."

Also cable dated New York, January 24th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Uranium Hence January 22nd About 90 Steeragers," and ending with the words, "Lapland January 22nd, 417 Rate $22 Less $2.

4067 Also cable dated New York, January 31st, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "We Refer to Your Cable of Today Have Reduced Russian Prepaids to $40."

Also cable dated New York, February 14th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Volturno Hence February 12th About 150 Steerage," and ending with the words, "February 12th 188 Rate $27 Less $2.

Also cable dated New York, March 9th, 1910, from Hamburg-American Line, New York to Hamburg-

4068 American Line, Hamburg. Beginning with the words, "Uranium Advertised to Sail Hence February 26th," and ending with the words, "Rhein Sailed March 5th, 373 at $26 Less $2."

Marked Petitioner's Exhibit No. 1,712.

Also cable dated New York, March 14th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Campania Hence March 12th About 190 Steerage Net Rate," and ending with the words, "Rate only Effective One Day."

Also cable dated New York, March 24th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Thompson Line Advertises Steerage Prepaid Rates," and ending with the words, "Steamer Cairnrona April 2nd from Portland April 23d." 4069

Also cable dated New York, April 4th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Beginning with the words, "Laurentic Hence April 2nd 642 Continentals," and ending with the words, "From April 2nd Net Rate About $20."

Also cable dated New York, April 11th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg. Reading as follows: "Volturno Hence April 9th About 150 Steerage Net Rate About $20. Adriatic 1050 Continentals at $24 Less $2." 4070

Marked Petitioners' Exhibit No. 1,713.

Also translation of cable dated New York, April 26th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg, beginning with the words, "Campania hence April 23rd about 120 Steerage," and ending with the words, "Continental $27 Less $2."

Also translation of cable dated New York, April 28th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg, beginning with the words, "Advanced steerage Prepaid Rates," and ending with the words, "without collecting any difference in rate." 4071

Also translation of cable dated New York, May 2nd, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Uranium hence April 30th about 90 steerage," and ending with the words, "St. Paul April 30th 401 Continental $27 Less $2."

4072 Also translation of cable dated New York, May 10th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg, reads as follows: "Reduced Steerage Prepaid Rates Amerika Kaiserin Deutschland $38.50."

Also translation of cable dated New York, May 25th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Volturno Hence May 21st about 200 steerage," and ending with the words, "Transferred 237 to Lapland 36 to Celtic."

Marked Petitioners' Exhibit No. 1,714.

4073 Also translation of cable dated New York, June 7th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Fixed steerage prepaid rates," and ending with the words, "Third Class Amerika Kaiserin $43.50 Others $41."

Also translation of cable dated New York, June 11th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Campania hence June 9th about 180 steerage," and ending with the words, "Deported George Washington June 9th, 1005 at $27 and $24, less $2."

4074 Also translation of cable dated New York, June 24th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Uranium hence June 23rd about 140 Steerage," and ending with the words, "Deported Main June 23rd 735 Steerage at $27 Less $2."

Also translation of cable dated New York, July 8th, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg, reads as follows: "Waldersee January 15th Competing Steamer as per our letter January 17th."

Also translation of cable dated New York, July 8th, 1910, from Hamburg-American Line, New York, to

Hamburg-American Line, Hamburg, beginning with the words, "Volturno hence July 7th about 300 steerage," and ending with the words, "Barbarossa July 7th, 978 at $27 less $2." 4075

Marked Petitioner's Exhibit No. 1,715.

Also translation of cable dated New York, July 22nd, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Campania hence July 21st, about 300 Steerage," and ending with the words, "Deported Bremen July 21st, 1316 at $24 less $2."

Also translation of cable dated New York, August 5th, 1910, Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Uranium hence August 4th about 350 Steerage," and ending with the words, "Will be sent Brandenburg August 6th." 4076

Also translation of cable dated New York, August 10th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, reads as follows: "Reduced steerage outward rate Waldersee August 18th to $27."

Also translation of cable dated New York, August 19th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Volturno hence August 18th, about 400 Steerage," and ending with the words, "Waldersee 1636 at $24 less $2." 4077

Also translation of cable dated New York, September 2nd, 1910, from Hamburg-American Line, New York to Hamburg-American Line, Hamburg, beginning with the words, "Campania hence September 1st, about 400 Steerage," and ending with the words, "270 overbooked will be sent Kaiserin."

Marked Petitioner's Exhibit No. 1,716.

Also translation of cable dated New York, September 7th, 1910, from Hamburg-American Line, New

4078 York, to Hamburg-American Line, Hamburg, reads as follows, "Reduced Steerage Prepaid rates Deutschland Amerika Class $34, others $31.50."

Also translation of cable dated New York, September 12th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line Hamburg, beginning with the words, "We refer to your cable of today American Line, and ending with the words, "If necessary advance our steerage outward rate."

Also translation of cable dated New York, September 16th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Uranium hence September 15th about 550 Steerage," and ending with the words,
4079 "Also 14 deported Russia 1278 at $22 less $2."

Also translation of cable dated, New York, September 30th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Volturno hence September 29th about 400 steerage," and ending with the words, "About 50 overbooked will be sent Kaiserin."

Also translation of cable dated New York, October 8th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Reduced prepaid steerage rates," and ending with the words, "How about Philadelphia prepaid steerage rates."

4080 Marked Petitioner's Exhibit No. 1,717.

Also translation of cable dated New York, October 11th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Company's letter September 28th Scandinavian business," and ending with the words, "Instruct by cable Fixed III Class from Philadelphia $35."

Also translation of cable dated New York, October 14th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, begin-

ning with the words, "Campanello hence October 13th, about 400 net rate," and ending with the words, "Friedrich Wilhelm October 13th, 1398 at $23 less $2." 4081

Also translation of cable dated New York, October 18th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Advanced steerage prepaid rates Amerika Class $34." and ending with the words, "Others including Philadelphia $38.50."

Also translation of cable dated New York, October 28th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Uranium hence October 27th about 500 net rate," and ending with the words, "1505 at $23, less $2." 4082

Also translation of cable dated New York, November 11th, 1910, from Hamburg-American Line New York, to Hamburg-American, Hamburg, beginning with the words, "Volturno hence November 10th about 620 steerage," and ending with the words, "1500 overbooked will be sent Pennsylvania."

Marked Petitioner's Exhibit No. 1,718.

Also translation of cable dated New York, November 12th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "We refer to our cable of yesterday," and ending with the words, "Transferred from Kurfurst at $21 less $2." 4083

Also translation of cable dated New York, November 23rd, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "We refer to your cable of yesterday," and ending with the words, "How about steerage prepaid rates also III Class."

Also translation of cable dated New York, November 25th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, begin-

4084 ning with the words, "Campanello hence November 24th about 480 Steerage," and ending with the words, "Transferred to Roon 16 to St. Louis."

Also translation of cable dated New York, December 5th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, reads as follows: "Fixed III Class Prepaid Rates all New York steamers $43."

Also translation of cable dated New York, December 9th, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Uranium hence December 8th, about 1100 Steerage," and ending with the words, "December 7th and 500 Lapland December 10th."

4085

Marked Petitioner's Exhibit No. 1,719.

Also translation of cable dated New York, December 23rd, 1910, from Hamburg-American Line, New York, to Hamburg-American Line, Hamburg, beginning with the words, "Volturno hence December 22nd about 850 steerage," and ending with the words, "Besides 33 transferred Baltic December 24th."

Marked Petitioner's Exhibit No. 1,720.

Also translation of cable dated Hamburg, February 18th, 1908, from Hamburg-American Line, Hamburg to Hamburg-American Line, New York, beginning
4086 with the words, "We refer to your cable of February 15th," and ending with the words, "What are present eastbound prices British Lines."

Also translation of cable dated Hamburg, March 11th, 1908, from Hamburg-American Lines, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Scandinavian Steerage outward rates," and ending with the words, "Old British Continental Steerage Agreement."

Also translation of cable dated Hamburg, March 24th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning

with the words, "Regarding Volturnos April 11, $23," and ending with the words, "Please act accordingly confirm by cable." 4087

Also translation of cable dated Hamburg, March 27th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Further Reduction depends upon decision," and ending with the words, "Must wait if Richards Really reduce Storm."

Marked Petitioners' Exhibit No. 1,721.

Also translation of cable dated Hamburg, March 30th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Atlantic conference decided advance Continental outward," and ending with the words, "Headtax extra confirm by cable." 4088

Also translation of cable dated Hamburg, March 30th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Saratow March 25th eastbound," and ending with the words, "Also 2500 places empty cable is it correct explain."

Also translation of cable dated Hamburg, April 3rd, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, reads as follows: "Agree following eastbound rates commissions."

Also translation of cable dated Hamburg, April 9th, 1908, from Hamburg-American Line, Hamburg, to New York, Hamburg-American Line, reads as follows: "Discussing conference how meet Avoca." 4089

Marked Petitioners Exhibit No. 1,722.

Also translation of cable dated Hamburg, April 19th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Cable received April 19th have no objection against low rate," and ending with the words, "But act as you think best."

4090 Also translation of cable dated Hamburg, April 28th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Have moved that Pennsylvania be pitted," and ending with the words, "Cable if Jelunga Volturno sail dates mentioned."

Also translation of cable dated Hamburg, May 6th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "May 1st you cabled outlook for Pennsylvania," and ending with the words, "To estimate traffic in advance please explain."

Also translation of cable dated Hamburg, May 16th,
4091 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Conference which meets London," and ending with the words, "Consider eastbound question Murken."

Marked Petitioner's Exhibit No. 1,723.

Also translation of cable dated Hamburg, May 18th, 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "For conference London May 23d," and ending with the words, "Continental Line as far as possible."

Also translation of cable dated Hamburg, July 1st,
4092 1908, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Please don't take any action regarding," and ending with the words, "Only $3.75 cheaper than United States rate."

Also translation of cable dated Hamburg, March 4th, 1909, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Northwest Transport Liner Raglan Castle," and ending with the words, "March 2nd, 540 Steeragers of whom 170 for Halifax."

Also translation of cable dated Hamburg, April 16th, 1909, from Hamburg-American Line, Ham-

burg, to Hamburg-American Line, New York, be- 4093
ginning with the words, "We refer to your cable of yesterday," and ending with the words, "Trying fill III Class as much as possible."

Marked Petitioner's Exhibit No. 1,724.

Also translation of cable dated Hamburg, June 5th, 1909, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Advance Steerage outward rates," and ending with the words, "Two dollars III Class accordingly confirm by cable."

Also translation of cable dated Hamburg, October 23d, 1909, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, reads as 4094
follows: "We refer to your cable of October 11th, Volturno Sixteen Dollar rate cable correct."

Also translation of cable dated Hamburg, November 11th, 1909, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Fix IIId Class prepaid rate," and ending with the words, "All others thirty-nine fifty headtax extra."

Also translation of cable dated Hamburg, November 10th, 1909, from Hamburg-American Line, Hamburg, to New York, Hamburg-American Line, beginning with the words, "Reduce prepaid rates," and ending with the words, "Service thirty-four confirm by 4095
cable."

Also translation of cable dated Hamburg, December 31st, 1909, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Fix steerage prepaid rates all Steamers," and ending with the words, "All others forty-three fifty headtax extra eastbound unchanged."

Marked Petitioner's Exhibit No. 1,725.

Also translation of cable dated Hamburg, July 8th, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with

4096 the words, "Answer by cable was Waldersee January 15th," and ending with the words, "We lack all information concerning."

Also translation of cable dated Hamburg, August 15th, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, reads as follows: "Reduce Waldersee August 17th Steerage outward rate $24 with $2 commission."

Also translation of cable dated Hamburg, September 7th, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Reduce Steerage prepaid rates," and ending with the words, "Other Steamers $31.50 confirm by cable."

4097 Also translation of cable dated Hamburg, September 12th, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "British Lines advancing," and ending with the words, "outward rates five shillings think we must follow."

Also translation of cable dated Hamburg, October 18th, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Advance prepaid Steerage rates Amerika Kaiserin $34," and ending with the words, "including Philadelphia $38.50 confirm by cable."

4098 Marked Petitioner's Exhibit No. 1,726.

Also translation of cable dated Hamburg, November 21st, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Please advance prepaid steerage rates," and ending with the words, "Philadelphia Service $36.50 confirm by cable."

Also translation of cable dated Hamburg November 22nd, 1910, from Hamburg-American Line, Hamburg, to New York, Hamburg-American Line, reads as follows: "Reduce Steerage outward rate Amerika November 24th $25 with $2 commission."

Also translation of cable dated Hamburg, December 16th, 1910, from Hamburg-American Line, Hamburg to Hamburg-American Line, New York, reads as follows: "Reduce Steerage outward rate Pennsylvania December 16th $26 with $2 commission." 4099

Also translation of cable dated Hamburg, December 22nd, 1910, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "Initial rates effective January 1st," and ending with the words, "Philadelphia $36.50 Confirm by cable."

Marked Petitioner's Exhibit No. 1,727.

Also translation of cable dated Hamburg, December 30th, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, reads as follows: "Reduce Steerage outward rate Amerika January 5th $26. With $2 Commission Confirm by cable." 4100

Also translation of cable dated Hamburg, January 6th, 1911, from Hamburg-American Line, Hamburg, to Hamburg-American Line, New York, beginning with the words, "800 destitute Eastbound Steeragers," and ending with the words, "stopped by police and returned to Uranium."

Marked Petitioner's Exhibit No. 1,728.

Mr. Guiler: I offer in evidence certain letters between The White Star Line, Liverpool, and the White Star Line, New York, and certain copies of letters furnished by the White Star Line between J. Bruce Ismay, of Liverpool, and H. Peters, the Atlantic Conference Secretary at Jena, and also letters between Ismay, Imrie & Co. of Liverpool, and the White Star Line at New York, as follows: 4101

Letter dated June 17th, 1910, from Red Star Line, New York to Red Star Line, Antwerp, beginning with the words, "Your favor of the 9th instant enclosing synopsis of bye-laws," and ending with the words,

4102 "for which please accept our thanks." Signed, "Passenger Department."

Marked Petitioner's Exhibit No. 1,729.

Also letter dated Antwerp, 9th June, 1910, to W. W. Jefferies, Esq., New York, from Red Star Line, Antwerp, beginning with the words, "Please find enclosed synopsis of bye-laws to Agreement AA," and ending with the words, "as per special arrangement." Signed Red Star Line.

Marked Petitioner's Exhibit No. 1,730.

Also letter dated Liverpool, 25th May, 1910, to W. W. Jefferies, beginning with the words, "Herewith I
4103 send you the printed copy of A. C. Minutes," and ending with the words, "Steerage business with Scandinavian American Line." Signed, T. Swain.

Marked Petitioner's Exhibit No. 1,731.

Also letter dated Antwerp, 17th May, 1910, to W. W. Jefferies, beginning with the words, "Please find enclosed A. C. Minutes 145-154," and ending with the words, "to you personally as per special arrangement." Signed, Red Star Line.

Marked Petitioner's Exhibit No. 1,732.

Also letter dated March 24th, 1910, addressed to
4104 Mr. Strasser, beginning with the words, "In thinking the matter over again, we have decided to ask you to advise," and ending with the words, "one copy will answer all our purposes."

Marked Petitioner's Exhibit No. 1,733.

Also letter dated February 28th, 1910, addressed to Mr. Jefferies, beginning with the words, "I have to acknowledge your favor of the 18th instant," and ending with the words, "and will leave him to arrange with Mr. Peters." Signed, A. B. Cauty.

Marked Petitioner's Exhibit No. 1,734.

Also letter dated Liverpool, February 8th, 1910, addressed to Mr. Jefferies, beginning with the words, "Mr. Swain has shown me your letter to him," and ending with the words, "will have his correspondence with Mr. Sanderson in mind." Signed, A. B. Cauty. 4105

Marked Petitioner's Exhibit No. 1,735.

Also letter dated Liverpool, December 17th, 1909, addressed to Passenger Department, beginning with the words, "Atlantic Conference meeting Nov. 25th," and ending with the words, "by which this transportation is included so far as we are concerned." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,736. 4106

Also letter dated December 8th, 1909, addressed, Mr. Lawson Sandford, beginning with the words, "We have received from our Liverpool Office," and ending with the words, "so that it may be promptly considered and oblige."

Marked Petitioner's Exhibit No. 1,737.

Also letter dated December 7th, 1909, addressed, Messrs. Ismay, Imrie & Co., beginning with the words, "Atlantic Conference, London, November 25, 1909," and ending with the words, "which we trust will be successful."

4107

Marked Petitioner's Exhibit No. 1,738.

Also letter dated December 7th, 1909, addressed, Messrs. Ismay, Imrie & Co., beginning with the words, "We are in receipt of your favor of the 27th ulto," and ending with the words "free tickets between Liverpool and London and Paris."

Marked Petitioner's Exhibit No. 1,739.

Mr. Guiler: I also offer in evidence certain letters between The American Line, Liverpool, and the American Line, New York, and be-

4108 tween the White Star Line, New York, as follows:

Letter dated Liverpool, July 29th, 1910, to the American Line, New York, from the American Line, Liverpool. Beginning with the words, "A. C. Agreement, Westbound Third Class Business," and ending with the words, "and which we are sure has had your usual prompt attention."

Marked Petitioner's Exhibit No. 1,740.

Also letter dated July 29-10, to the American Line, Liverpool, from the American Line, New York. Beginning with the words, "Prepaid Rates," and ending
4109 with the words, "our position under the westbound agreement."

Marked Petitioner's Exhibit No. 1,741.

Also letter dated Liverpool, June 11th, 1910, to the American Line, New York, from the American Line, Liverpool. Beginning with the words, "AA Agreement—westbound," and ending with the words, "rates from Havre $35 from Cherbourg $33."

Marked Petitioner's Exhibit No. 1,742.

Also letter dated June 3-10, from Red Star Line, New York, to the Red Star Line, Antwerp. Beginning with the words "Inland Railway fares from Ant-
4110 werp," and ending with the words, "a new tariff which you hope to send us shortly." Signed (Red Star Line).

Marked Petitioner's Exhibit No. 1,743.

Also letter dated May 6-10, to Messrs. Ismay, Imrie & Co., Liverpool, from the White Star Line, New York, beginning with the words, "Continental E. B. Rates Philadelphia," and ending with the words, "we trust that you will approve our action in this respect." (Signed), White Star Line.

Marked Petitioner's Exhibit No. 1,744. 4111

Also cable dated N. Y., May 6th, 1910, reads as follows: "Liverpool to Internavco, N. Y., May 6th, 1910 —Reduce Continental Steerage rate Philadelphia May 7th Hamburg Bremen Rotterdam Antwerp to $25.00."

Marked Petitioner's Exhibit 1,745.

Also letter dated February 8th, 1910, to Messrs. Ismay, Imrie & Co., Liverpool, from White Star Line, New York. Beginning with the words, "Manifesting E. B. Aliens," and ending with the words, "see that they have also secured another vessel." (Signed) White Star Line.

4112

Marked Petitioner's Exhibit No. 1,746.

Also letter dated Liverpool 19th February, 1910, to White Star Line, New York, from Ismay, Imrie & Co., Liverpool. Beginning with the words, "Manifesting E. B. Aliens," and ending with the words, "we will thank you to send us copies." Signed. Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,747.

Also letter dated 19th February, 1910, from Ismay, Imrie & Co., Liverpool, to White Star Line, Boston, beginning with the words, "Your favor of the 8th instant to hand," and ending with the words, "We will advise you in due course what disposition is made." Signed, Ismay, Imrie & Co. 4113

Marked Petitioner's Exhibit No. 1,748.

Also letter dated 19th February, 1910, from Ismay, Imrie & Co., Liverpool, to White Star Line, New York. Beginning with the words, "By the s/s 'Laurentic' sailing today," and ending with the words, "arrange to forward the passengers by the route desired." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,749.

4114 Also letter dated 18th February, 1910, from Ismay, Imrie & Co., Liverpool, to the White Star Line, Boston. Beginning with the words, "Mediterranean service," and ending with the words, "infants' prepaid tickets from Azores." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,750.

Also letter to Red Star Line, Antwerp, from Red Star Line, N. Y. Beginning with the words, "We desire to refer to your letter of the 6th," and ending with the words, "do everything possible to hold passengers for these departures." -Signed (Red Star Line).

4115 Marked Petitioner's Exhibit No. 1,751.

Also letter dated Antwerp, September 6th, 1910, to the Red Star Line, New York, unsigned, beginning with the words, "With reference to Mr. Peters' letter," and ending with the words, "accepting passengers from these two agencies."

Marked Petitioner's Exhibit No. 1,752.

Also letter dated Jena, September 5th, 1910, addressed "To the Parties," unsigned, beginning with the words, "Fighting steamers against the Uranium S. S. Co. (G 967)," and ending with the words, "putting forward their sailing day." Unsigned.

4116 Marked Petitioner's Exhibit No. 1,753.

Also letter dated Nov. 11-10 to the Red Star Line, Antwerp, from the Red Star Line, N. Y. Beginning with the words, "Uranium Competition," and ending with the words, "will have an opportunity of discussing this question with him." (Signed) Red Star Line.

Marked Petitioner's Exhibit No. 1,754.

Also letter dated Feb. 1-10/ to the Red Star Line, Antwerp, from the Red Star Line, N. Y. Beginning with the words, "Northwest Transport Line," and

ending with the words, "over the Trunk Line Rail- 4117
roads from this port." (Signed) Red Star Line.
Per

Marked Petitioner's Exhibit No. 1,755.

Also letter dated Jan. 28-10, to the Red Star Line, Antwerp, from the American Line, N. Y. Beginning with the words, "Colonist Rates," and ending with the words, "we will send you by first steamer after receipt." Signed, American Line. Per

Marked Petitioner's Exhibit No. 1,756.

Also letter dated Jan. 25-10 to the Red Star Line, Antwerp, from the Red Star Line, N. Y. Beginning with the words, "Northwest Transport Line Compe- 4118
tition," and ending with the words, "Cabled Mr. Peters the results as above." Signed The Red Star Line.

Marked Petitioner's Exhibit No. 1,757.

Also letter dated Jan. 26-10, to the Red Star Line, Antwerp, from the Red Star Line, N. Y. Beginning with the words, "Lapland Sailed 22nd. Competitive Rate," and ending with the words, "order for the White Star and Lloyd to receive the usual compensation." Signed Red Star Line.

Marked Petitioner's Exhibit No. 1,758.

Also letter dated Antwerp, 20th April, 1910, to the 4119
Red Star Line, New York, from the Red Star Line, Antwerp. Beginning with the words, "Your favor of the 5th inst.," and ending with the words, "please advise us." Signed Red Star Line.

Marked Petitioner's Exhibit No. 1,759.

Also letter dated Antwerp, 23rd April, 1910, to the Red Star Line, New York, from the Red Star Line, Antwerp. Beginning with the words, "s/s Kroonland 2nd April and s/s Finland 9th April," and ending with the words, "passenger manifests of both steamers for Mr. Peters." Signed Red Star Line.

4120 Marked Petitioner's Exhibit No. 1,760.

Also letter dated Antwerp 26th May, 1910, to the Red Star Line, New York, from the Red Star Line, Antwerp. Beginning with the words, "Your favors of 3rd and 13th inst. to hand," and ending with the words, "they cannot be used as basis for our account to Secretary Peters." Signed Red Star Line.

Marked Petitioner's Exhibit No. 1,761.

Also letter dated, April 26-10 to the American Line, Southampton, from the American Line, N. Y. Beginning with the words, "Your favors of the 15th inst. to hand," and ending with the words, "Agree-
4121 ment 'L' S. S. 'New York' sailed from here, etc. (ending with) circulars will be sent to our agents at once." "Unsigned."

Marked Petitioner's Exhibit No. 1,762.

Also letter dated, Southampton, Sept. 14th, 1910, to the American Line, New York, from the American Line, Southampton. Beginning with the words, "East Bound Rates," and ending with the words, "Are these the only Companies who pay?" Signed, American Line.

Marked Petitioner's Exhibit No. 1,763.

4122 Also letter dated Sept. 23-10, to the American Line, Southampton, from the American Line, New York, beginning with the words, "E. B. Rates," and ending with the words, "Government Req. 21—480." Signed American Line.

Marked Petitioner's Exhibit No. 1,764.

Also letter dated, July 26-10 to the American Line, Southampton, from the American Line, N. Y. Beginning with the words, "We note with some surprise," and ending with the words, "that we can secure any of this traffic at a $6 higher rate."

Marked Petitioner's Exhibit No. 1,765. 4123

Also letter dated, Southampton, June 11th, 1910, to the American Line, N. Y., from the American Line, Southampton. Beginning with the words, "We have your L 757 of May 31," and ending with the words, "that they were sufficiently protected." Signed, American Line.

Marked Petitioner's Exhibit No. 1,766.

Also letter dated June 17-10 to the American Line, Southampton, from the American Line, N. Y. Beginning with the words, "We note your remarks," and ending with the words, "Government, 17—430." Signed, American Line. 4124

Marked Petitioner's Exhibit No. 1,767.

Also letter dated Southampton June 6th, 1910, to the American Line, N. Y. from the American Line, Southampton. Beginning with the words, "St Paul E. B. April 30th," and ending with the words, "may be no undue delay in claiming compensation." Signed American Line.

Marked Petitioner's Exhibit No. 1,768.

Also letter dated June 7-10, to the American Line, Southampton, from the American Line, N. Y. Beginning with the words, "Your favor of the 27th ulto. to hand," and ending with the words, "Orientals 9—24." Signed, American Line. 4125

Marked Petitioner's Exhibit No. 1,769.

Also letter dated May 24-10. To the American Line, Southampton, from the American Line, N. Y. Beginning with the words, "Your favors of the 14th inst. to hand," and ending with the words, "Has not before been promulgated amongst the S. S. Lines." American Line.

Marked Petitioner's Exhibit No. 1,770.

4126 Also letter dated Southampton, May 27th, 1910, to the American Line, N. Y. from the American Line, Southampton. Beginning with the words, " 'Philadelphia,' April 2 EB," and ending with the words, "so greatly overcarried their allotment share." Signed, American Line.

Marked Petitioner's Exhibit No. 1,771.

Also letter dated May 31-10 to the American Line, Southampton, from the American Line, New York. Beginning with the words, "Competitive Rates," and ending with the words, "Orientals 14—24." Signed American Line.

4127 Marked Petitioner's Exhibit 1,772.

Also letter dated May 6-10 to the American Line, Southampton, from the American Line, N. Y. Beginning with the words, " 'Philadelphia' Tomorrow," and ending with the words, "Deported 31—171." Signed, American Line.

Marked Petitioner's Exhibit No. 1,773.

Also letter dated May 10-10 to the American Line, Southampton, from the American Line, N. Y. Beginning with the words, "Savannah Line Immigrant Tariff,' and ending with the words, "which we hope to send you very shortly." (Signed) American Line.

4128 Marked Petitioner's Exhibit No. 1,774.

Mr. Guiler: I also offer in evidence miscellaneous letters between various steamship companies, members of the International Mercantile Marine, and other members thereof, and H. Peters of Jena.

Letter dated Liverpool, 3rd April, 1908, addressed, Passenger Department, beginning with the words: "Your favor of the 18th ulto. received," and ending with the words, "The information you asked for." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,775.

4129

Also copy of letter dated April 2nd, 8, addressed, Secretary Peters, beginning with the words, "Referring to your circular letter G. No. 36," and ending with the words, "views of the other Lines as far as possible."

Marked Petitioner's Exhibit No. 1,776.

Also letter dated Liverpool, 15th February, 1908 addressed, Passenger Department, beginning with the words, "As conveyed to you by cable from Mr Ismay," and ending with the words, "Oriental and Italian business of the French Line." Signed, Ismay Imrie & Co.

4130

Marked Petitioner's Exhibit No. 1,777.

Also letter dated Liverpool, 27th March, 1909, addressed, Passenger Department, beginning with the words, "Enclosed please find typewritten copy of the provisional Minutes," and ending with the words, "Secretary to circulate statistics for consideration."

Marked Petitioner's Exhibit No. 1,778.

Also letter dated Liverpool, 31st March, 1909, addressed, Passenger Department, beginning with the words, "Referring to our letter of 27th inst," and ending with the words, "substitute for those sent you with our letter referred to." Signed, Ismay, Imrie & Co.

4131

Marked Petitioner's Exhibit No. 1,779.

Also letter dated April 27th, 1909, addressed, Ismay, Imrie & Co., beginning with the words, "Minute #1. The New York Conference Committee under Bylaw No. 22," and ending with the words, "included in the carryings of these lines under Agreement AA."

Marked Petitioner's Exhibit No. 1,780.

Also letter dated, Liverpool, 6th May, 1909, addressed, Messrs. Lee & Franklin, beginning with the

4132 words, "We are in receipt of your favor of the 27th," and ending with the words, "to the allottment in that Conference." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,781.

Also letter, dated December 13th, 1910, addressed, Messrs. Ismay, Imrie & Co., beginning with the words, "Your favor of the 3rd instant, with enclosures," and ending with the words, "as to which we await your further advices," signed, "For the Passenger Department."

Marked Petitioner's Exhibit No. 1,782.

4133 Also letter, dated 15th September, 1909, addressed, Passenger Department, Boston, beginning with the words, "Atlantic Conference. Weekly statistics No. 33 for period 1st-7th September," and ending with the words, "in connection with the Mediterranean pool."

Marked Petitioner's Exhibit No. 1,783.

Also letter, dated Sept. 17, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Atlantic Conference. We beg to acknowledge receipt of weekly statistics," and ending with the words, "for the Russian East Asiatic S. S. Co." Signed, White Star Line.

4134 Marked Petitioner's Exhibit No. 1,784.

Also letter, dated Liverpool, 15th September, 1909, addressed, Passenger Department, New York, beginning with the words, "Gothenburg agency. We shall be interested to have Mr. Brecke's views in due course," and ending with the words, "and we enclose herewith order to cover." Signed, For Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,785.

Also letter, dated Sept. 24, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "We have to acknowledge receipt of your

favors of the 15th and 18th instants," and ending with the words, "we expect to have about 200 third-class passengers." Signed, White Star Line. 4135

Marked Petitioner's Exhibit No. 1,786.

Also letter dated, Liverpool, 18th September, 1909, addressed, Passenger Department, New York, beginning with the words, "Atlantic Conference. We enclose Scandinavian American Line statistics," and ending with the words, "and 24 copies of that relating to 'Oceanic.'" Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,787.

Also letter, dated 18th September, 1909, addressed, Passenger Department, Boston, beginning with the words, "Atlantic Conference. We enclose Scandinavian American Line statistics for period 24th-31st August," and ending with the words, "compared with the Atlantic Conference." 4136

Marked Petitioner's Exhibit No. 1788.

Also letter, dated Liverpool, 22nd September, 1909, addressed, Passenger Department, New York, beginning with the words, "Atlantic Conference. Enclosed please find weekly statistics No. 34," and ending with the words, "east and westbound." Signed, for Ismay, Imrie & Co.

4137

Marked Petitioner's Exhibit No. 1789.

Also letter, dated Liverpool, 24th September, 1909, addressed, Passenger Department, New York, beginning with the words, "Atlantic Conference. Weekly statistics No. 34, east and westbound," and ending with the words, "wish to travel via Southampton at a rate of $52.50."

Marked Petitioner's Exhibit No. 1,790.

Also letter, dated 29th September, 1909, addressed, Passenger Department, Boston, beginning with the

4138 words, "Atlantic Conference. Weekly statistics No. 35," and ending with the words, "east and west, enclosed herewith."

Marked Petitioner's Exhibit No. 1,791.

Also letter, dated Oct. 5, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Your favors of the 24th and 25th of Sept. at hand," and ending with the words, "rate sheet on the Southampton service, which we enclose herewith." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1792.

4139 Also letter, dated Liverpool, 1st September, 1909, addressed, Passenger Department, New York, beginning with the words, "New Immigrant Tariff. Will you please advise us what the position is with regard to this tariff," and ending with the words, "and the usual forwarding arrangements have been duly made." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,793.

Also letter, dated Sept. 10, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "New Immigrant Tariff, will not be ready for some time," and ending with the words, "No. 31 for 16th to 23rd of August, etc." Signed, White Star
4140 Line.

Marked Petitioner's Exhibit No. 1,794.

Also letter, dated 8th September, 1909, addressed, Passenger Department, Boston, beginning with the words, "Atlantic Conference. Weekly statistics No. 32 for period 24th-31st August," and ending with the words, "for the corresponding period are attached."

Marked Petitioner's Exhibit No. 1,795.

Also letter, dated Liverpool, 8th September, 1909, addressed, Passenger Department, New York, begin-

ning with the words, "Easbound Rail Bookings. We note your remarks, and the territory from which commission," and ending with the words, "statistics for the Russian Eastasiatic S. S. Co." Signed, for Ismay, Imrie & Co. 4141

Marked Petitioner's Exhibit No. 1,796.

Also letter, dated Liverpool, 11th September, 1909, addressed, Passenger Department, New York, beginning with the words, "Agreement C. C. Scandinavian American Line. Nothing further has transpired," and ending with the words, "We will keep you advised of any developments."

Marked Petitioner's Exhibit No. 1,797. 4142

Also letter, dated Liverpool, 29th September, 1909, addressed, Passenger Department, New York, beginning with the words, "Your two letters of the 17th inst. to hand," and ending with the words, "for period 16th-23rd September, enclosed herewith." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,798.

Also letter, dated Liverpool, 6th October, 1909, addressed, Passenger Department, New York, beginning with the words, "P. S. Atlantic Conference. Enclosed please find weekly statistics No. 36," and ending with the words, "for period 24th-30th September." 4143

Marked Petitioner's Exhibit No. 1,799.

Also letter, dated Liverpool, 8th October, 1909, addressed, Passenger Department, New York, beginning with the words, "Atlantic Conference. Enclosed please find weekly statistics No. 36," and ending with the words, "for the Russian East Asiatic S. S. Co." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,800.

4144 Also letter, dated October 19, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Atlantic Conference. Weekly statistics East and Westbound," and ending with the words, "reached Queenstown safely without serious trouble." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,801.

Also letter, dated Liverpool, 15th October, 1909, addressed, Passenger Department, New York, beginning with the words, "Atlantic Conference. Enclosed please find weekly statistics No. 37," and ending with the words, "for 1st-7th September and 8-15th September, respectively." Signed, for Ismay, Imrie & Co.

4145

Marked Petitioner's Exhibit No. 1,802.

Also letter, dated October 26, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Your favor of the 15th inst. to hand," and ending with the words, "Continentals 36." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,803.

Also letter, dated Liverpool, 22nd October, 1909, addressed, Passenger Department, New York, beginning with the words, "Atlantic Conference. Enclosed please find weekly statistics No. 38," and ending with
4146 the words, "east and westbound statistics for Scandinavian American Line." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,804.

Also letter, dated Nov. 2, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Atlantic Conference. Weekly statistics No. 38, east and westbound," and ending with the words, "Continentals 91." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,805.

Also letter, dated Liverpool, 3rd November, 1909, addressed, Passenger Department, New York, beginning with the words, "Your favors of the 22nd and 26th ulto, to hand," and ending with the words, "statistics for 24th-30th Septr., 1st-7th and 8th-15th October." Signed, for Ismay, Imrie & Co. 4147

Marked Petitioner's Exhibit No. 1,806.

Also letter, dated Nov. 12, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Your favor of the 3rd inst. to hand," and ending with the words, "statistics No. 35 were not enclosed." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,807. 4148

Also letter, dated Liverpool, 10th November, 1909, addressed, Passenger Department, New York, beginning with the words, "Your favors of the 29th ulto., and 2nd inst., to hand," and ending with the words, "from the West end office which we attach for your perusal." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,808.

Also letter, dated Nov. 19, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "We have to acknowledge receipt of your favor of the 10th inst.," and ending with the words, "Berman, Braine, 23, f, Russ. Heb. LPC. Appeal Dismissed." Signed, White Star Line. 4149

Marked Petitioner's Exhibit No. 1,809.

Also letter, dated Liverpool, 17th November, 1909, addressed, Passenger Department, New York, beginning with the words, "Your two favors of the 5th instant to hand, contents noted," and ending with the words, "and the Scandinavian American Line." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,810.

4150 Also letter, dated Nov. 26-09, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Atlantic Conference. We are obliged for weekly statistic for the period," and ending with the words, "to seventh of November." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,811.

Also letter, dated Nov. 30, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, Eng., beginning with the words, "Your favors of the 19th and 20th insts., to hand," and ending with the words, "for meeting held Oct. 11, 1909, duly received." Signed, White Star Line.

4151

Marked Petitioner's Exhibit No. 1,812.

Also letter, dated Liverpool, 24th November, 1909, addressed, Passenger Department, New York, beginning with the words, "Your favor of the 12th and two letters of the 16th instant to hand," and ending with the words, "Greek and Oriental business via Channel ports." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,813.

Also letter, dated Liverpool, 22nd February, 1908, addressed, Passenger Department, New York, beginning with the words, "Rate sheets. The several copies
4152 of rate sheets of the various Lines duly received," and ending with the words, "Passenger Managers' Meeting held in New York." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,814.

Also letter, dated Liverpool, 7th March, 1908, addressed, Passenger Department, New York, beginning with the words, "S. H. O-3-1176, issued in favour of William J. Williams," and ending with the words, "copies of these documents in due course, and oblige." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,815. 4153

Also letter, dated February 25, 1908, addresesd, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "We have to acknowledge receipt of your favor of 15th inst.," and ending with the words, "existing between the American, French and N. D. L. V. Lines." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,816.

Also letter, dated May 21, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Hamburg Line. Yesterday afternoon we were advised by circular," and ending with the words, "to the Continental ports including Cherbourg." Signed, 4154
White Star Line.

Marked Petitioner's Exhibit No. 1,817.

Also letter, dated Liverpool, 12th February, 1908, addressed, Passenger Department, New York, beginning with the words, "We are in receipt of your cable of the 1st," and ending with the words, "the passengers were booked on your own office tickets." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,818.

Also letter, dated February 21, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with 4155
the words, "In reply to your inquiry as to whether the passengers," and ending with the words, "issued over our counter and on our blanks." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,819.

Also letter, dated Feb. 17, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Referring to our letter of the 5th inst.," and ending with the words, "of course report to Mr. E. C. Brown." Signed, White Star Line.

4156 Marked Petitioner's Exhibit No. 1,820.

Also letter, dated January 28th, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "You will notice from the attached communication from the Secretary of Conference," and ending with the words, "from the tax or refund made to them." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,821.

Also letter, dated 18th January, 1908, addressed, Passenger Department, Boston, beginning with the words, "Your favor of the 10th instant," and ending with the words, "which will be dealt with in our next
4157 communication."

Marked Petitioner's Exhibit No. 1,822.

Also letter, dated Liverpool, Dec. 31st, '07, addressed, North Atlantic Passenger Conference, Secretary's Office, reads as follows: "Return of British, Scandinavian and Continental Third Class Passengers carried Eastbound by British Lines in the period, January 1st to October 31st, 1907."

Marked Petitioner's Exhibit No. 1,823.

Also letter, dated Liverpool, 14th March, 1908, addressed, Passenger Department, New York, beginning
4158 with the words, "You will find your question under this heading fully answered," and ending with the words, "return of the Trans-atlantic Passenger Movement."

Marked Petitioner's Exhibit No. 1,824.

Also letter, dated Liverpool, 25th March, 1908, addressed, Passenger Department, New York, beginning with the words, "Your favor of the 13th instant to hand," and ending with the words, "at last Conference meeting in Liverpool."

Also letter attached, dated Christiania, March 16, 1908, addressed, Mr. Thos. C. Swain, Liverpool, be-

ginning with the words, "I have your favor of 12th inst.," and ending with the words, "We have conference." Signed, Ferd. J. Elster. 4159

Also letter attached, dated Trendhjem, March 16th, 1908, addressed, Mr. T. C. Swain, Liverpool, beginning with the words, "I am duly in receipt of your favor of the 12th instant," and ending with the words, "on account of the bad times over in America." Signed. Gerh. Dahl.

Marked Petitioner's Exhibit No. 1,825.

Also letter, dated Liverpool, 1st April, 1908, addressed, Passenger Department, New York, beginning with the words, "Continental Third Class Rates. You will have received Mr. Ismay's cable of the 30th ulto.," and ending with the words, "their prepaid sales of the Conference Secretary." Signed, for Ismay, Imrie & Co. 4160

Marked Petitioner's Exhibit No. 1,826.

Also letter, dated April 7, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Russian-East Asiatic Co., The Continental Lines have," and ending with the words, "From Bremen, Libau & Riga—$30.00."

Marked Petitioner's Exhibit No. 1,827.

Also letter, dated Liverpool, 11th April, 1908, addressed, Passenger Department, New York, beginning with the words, "Cable-Continental Rates. In reference to this matter you will remember," and ending with the words, "that may be justified by the situation." Signed, for Ismay, Imrie & Co. 4161

Marked Petitioner's Exhibit No. 1,828.

Also letter, dated Liverpool, 24th April, 1908, addressed, Passenger Department, New York, beginning with the words, "Third Class Circulars. Referring to your letter of the 7th instant," and ending with the

4162 words, "had taken place since Secretary Peters last wired." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,829.

Also letter, dated Liverpool, 25th April, 1908, addressed, Passenger Department, New York, beginning with the words, "Prepaid Sales. In connection with the cabling of these numbers," and ending with the words, "mentioned under the pool contract." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,830.

Also letter, dated Liverpool, 25th April, 1908, addressed, Passenger Department, New York, beginning
4163 with the words, "Referring to our general Third Class letter of the 16th instant, we attach herewith a memo.," and ending with the words, "in conjunction with the other Lines." Signed, for Ismay, Imrie & Co.

Also paper attached to foregoing leterhead, "Conference Meeting, 22nd April, 1908," beginning with the words, "The question of advertising was also taken up at Conference yesterday," and ending with the words, "for the curtailment of advertising expenses, in June."

Marked Petitioner's Exhibit No. 1,831.

Also letter, dated Liverpool, 29th April, 1908, addressed, Passenger Department, New York, beginning
4164 with the words, "S. S. 'Baltic.' We note your remarks in yours of the 18th instant in connection," and ending with the words, "which please arrange to forward on receipt." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,832.

Also letter, dated Liverpool, 6th May, 1908, addressed, Passenger Department, New York, beginning with the words, "Reduced Eastbound Continental Rates. With reference to your remarks a similar arrangement," and ending with the words, "held on 20th, 24th and 25th February and 3rd March, 1908." Signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,833. 4165

Also letter, dated May 13, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "The Conference Secretary has transmitted to the British Lines," and ending with the words, "any citizens of this country or aliens in transit." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,834.

Also letter, dated May 15, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "We are in receipt of your favor of 6th inst.," and ending with the words, "and stamping them to read via C. T. R." Signed, White Star Line. 4166

Marked Petitioner's Exhibit No. 1,835.

Also letter, dated May 15, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Greek & Oriental Prepaid rates. Referring to your letter of 6th inst.," and ending with the words, "the rates so high that they would be practically prohibitory." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,836.

Also letter, dated Liverpool, 1st August, 1908, to White Star Line, N. Y., from the Ismay, Imrie Co., Liverpool, beginning with the words, "Your favour of the 21st ulto. to hand contents noted," and ending with the words, "rate of the direct Bremen steamer." Signed, Ismay, Imrie & Co. 4167

Marked Petitioner's Exhibit No. 1,837.

Also letter, dated Liverpool, 7th August, 1908, to the White Star Line, N. Y., from Ismay, Imrie & Co., Liverpool, beginning with the words, "Your favour of the 28th ulto. to hand, contents noted," and ending with the words, "to the figure demanded by the percentual allotment." Signed, Ismay, Imrie & Co.

4168 Marked Petitioner's Exhibit No. 1,838.

Also letter, dated Aug. 11, 1908, to Messrs. Ismay, Imrie & Co., Liverpool, from the White Star Line, N. Y., beginning with the words, "N. A. P. C. Meeting-Liverpool," and ending with the words, "effective August 31st to Oct. 30th." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,839.

Also letter, dated Liverpool, 12th August, 1908, to the White Star Line, N. Y., from the Ismay, Imrie & Co., Liverpool, beginning with the words, "Continental Prepaids," and ending with the words, "which have been duly printed." Signed, Ismay, Imrie & Co.

4169 Marked Petitioner's Exhibit No. 1,840.

Also letter, dated August 14th, 1908, to Messrs. Ismay, Imrie & Co., Liverpool, from the White Star Line, beginning with the words, "Complaint against Falck & Co., Hamburg," and ending with the words, "We enclose copy of minutes of meeting No. 4." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,841.

Also letter, dated August 18, 1908, to Messrs. Ismay, Imrie & Co., Liverpool, from the White Star Line, beginning with the words, "III Class Passenger Department," and ending with the words,
4170 "with regard to adjustment of their carryings." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,842.

Also letter, dated Liverpool, August 19th, 1908, from the Ismay, Imrie & Co., to the White Star Line, beginning with the words, "Your letter of the 7th inst. to hand," and ending with the words, "No. 21, period 1st-7th August, 1908." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,843.

Also letter, dated August 21, 1908, to Messrs. Ismay, Imrie & Co., from the White Star Line, beginning with the words, "Atlantic Conference," and ending with the words, "that the new rates will go into effect August 24th." Signed, White Star Line. 4171

Marked Petitioner's Exhibit No. 1,844.

Also letter, dated Liverpool, August 22nd, 1908, to the White Star Line, N. Y., from the Ismay, Imrie & Co., Liverpool, beginning with the words, "We confirm our cable of today reading," and ending with the words, "which the lines are sending out to the Agents who need same." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,845. 4172

Also letter, dated August 22nd, 1908, Liverpool, to the White Star Line, N. Y., from Ismay, Imrie & Co., at Liverpool, beginning with the words, "Yours of the 11th inst. to hand," and ending with the words, "at the Paris Meeting, Aug. 7th." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,846.

Also letter, dated Liverpool, August 26th, 1908, to the White Star Line, N. Y., from Ismay, Imrie & Co., Liverpool, beginning with the words, "Your letter of the 14th inst. to hand," and ending with the words, "we are obliged for copy of minutes of Meeting No. 4." Signed, Ismay, Imrie & Co. 4173

Marked Petitioner's Exhibit No. 1,847.

Also letter, dated Liverpool, August 29th, 1908, to the White Star Line, N. Y., from the Ismay, Imrie & Co., Liverpool, begining with the words, "Your letter of the 18th to hand," and ending with the words, "for your files." Signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,848.

4174 Also letter, dated Sept. 1, 1908, to Messrs. Ismay, Imrie & Co., Liverpool, from the White Star Line, N. Y., beginning with the words, "We have your favor of the 22nd ult.," and ending with the words, "Please instruct, returning letter." Signed, White Star Line.

Marked Petitioner's Exhibit No. 1,849.

Also letter, dated Sept. 8th, 1908, to Messrs. Ismay, Irmie & Co., Liverpool, from White Star Line, N. Y., beginning with the words, "We beg to acknowledge receipt of your favor of the 29th ult. per s/s 'Lucania,'" and ending with the words, "You will notice that they now quote a rate of $31, plus $4, head tax." Signed, White Star Line.

4175

Marked Petitioner's Exhibit No. 1,850.

Also letter, dated Liverpool, September 2nd, 1908, addressed to the White Star Line, New York, beginning with the words, "Your favour of the 21st ultimo to hand, contents noted," ending with the words, "the period 16th-23rd August," and signed for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,851.

Also letter, dated Liverpool, September 9th, 1908, addressed to the White Star Line, New York, beginning with the words, "Your favors of the 28th ulto., and 1st inst., to hand," ending with the words, "the period 24th-31st August," and signed for Ismay, Imrie & Co.

4176

Marked Petitioner's Exhibit No. 1,852.

Also letter, dated September 18th, 1908, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "We beg to acknowledge receipt of your favor of the 9th inst.," ending with the words, "for which please accept thanks."

Marked Petitioner's Exhibit No. 1,853.

Also letter, addressed to White Star Line, New York, beginning with the words, "Since writing you on the 9th instant, we have none of your further favours," ending with the words, "Cymric Cedric Baltic pool, purposes," and signed for Ismay, Imrie & Co. 4177

Marked Petitioner's Exhibit No. 1,854.

Also letter, dated Liverpool, September 16th, 1908, addressed to White Star Line, New York, beginning with the words, "Your favour of the 4th instant to hand, contents noted," ending with the words, "to alter the prepaid figure," and signed for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,855.

Also letter, dated September 29, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "We are in receipt of your favors of the 19th inst.," and ending with the words, "Which will be carefully kept." 4178

Marked Petitioner's Exhibit No. 1,856.

Also letter, dated Liverpool, September 19th, 1908, addressed to the White Star Line, New York, beginning with the words, "Atlantic Conference," ending with the words, "Please acknowledge receipt," and signed for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,857. 4179

Also letter, dated Liverpool, September 23rd, 1908, addressed to the White Star Line, New York, beginning with the words, "Your favour of the 11th instant to hand," and ending with the words, "copies dated September 19th," and signed for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,858.

Also letter, dated October 6th, 1908, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "We beg to acknowledge receipt of your

4180 favor of the 26th ult.," ending with the words, "you will find of interest," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,859.

Also letter, dated October 13th, 1908, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "We beg to acknowledge receipt of your favor of the 3rd inst.," and ending with the words, "accept thanks," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,860.

Also letter, dated Liverpool, 3rd October, 1908, addressed to the White Star Line, New York, beginning with the words, "Your favor of the 22nd ulto. to
4181 hand," and ending with the words, "prepaid rate being made," and signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,861.

Also letter, dated Liverpool, October 7th, 1908, addressed to the White Star Line, New York, beginning with the words, "Your favour of the 25th ulto. to hand," ending with the words, "in due course," and signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1862.

Also letter, dated Liverpool, October 10th, 1908, addressed to the White Star Line, New York, beginning
4182 with the words, "Your favour of the 29th ulto. to hand, contents noted," ending with the words, "with free orders to Boston," and signed, for Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,863.

Also letter, dated Liverpool, October 14th, 1908, addressed to the White Star Line, beginning with the words, "Your favor of the 2nd instant to hand," and ending with the words, "furnish us with a copy," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,864. 4183

Also letter, dated October 23rd, 1908, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "New York Conference Minutes," and ending with the words, "per day, menu, etc.," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,865.

Also letter from H. Peters to J. Bruce Ismay, Esq., beginning with the words, "I beg to acknowledge receipt of your favor of the 2nd inst.," and ending with the words, "notice of an alteration."

Marked Petitioner's Exhibit No. 1,866. 4184

Also letter, dated April 22nd, 1908, addressed, "Dear Sir," beginning with the words, "Atlantic Conference Eastbound Pool Percentages," ending with the words, "first month without further delay," and signed, J. Bruce Ismay.

Marked Petitioner's Exhibit No. 1,867.

Also letter, dated April 22nd, 1908, addressed, "Dear Sir," beginning with the words, "Eastbound Pool Percentage Arbitration," ending with the words, "acknowledgment and confirmation," and signed, Harold A. Sanderson.

Marked Petitioner's Exhibit No. 1,868. 4185

Also letter, dated February 11th, 1907, addressed to H. Peters, Esq., Jena, Germany, beginning with the words, "In considering our Eastbound third-class arrangements," ending with the words, "awaiting the favor of your reply, remain," and unsigned.

Also statement attached, entitled "Third Class Contenental Eastbound Rates."

Marked Petitioner's Exhibit No. 1,869.

4186 Also letter, dated Liverpool, August 14th, 1907, addressed to H. Peters, Esq., Jena, beginning with the words, "In Mr. Ismay's absence," ending with the words, "in the unsettled state," and signed, Harold A. Sanderson.

Marked Petitioner's Exhibit No. 1,870.

Also letter, dated August 17th, 1908, addressed to Secretary Peters, Jena, beginning with the words, "Referring to your G. No. 228," and ending with the words, "about statement, and remain."

Also letter attached, dated Jena, August 22nd, 1908, addressed, White Star Line, Liverpool, beginning with
4187 the words, "In reply to your favor of the 17th instant," and ending with, "Cunard Fiume 2.35%."

Marked Petitioner's Exhibit No. 1,871.

Also letter G. No. 659, dated Jena, November 19th, 1909, adressed, "To the Parties," beginning with the words, "Immco Allotment in Atlantic Conference," ending with the words, "in the above Eastbound allotment," and unsigned.

Marked Petitioner's Exhibit No. 1,872.

Also copy of letter, dated Jena, January 25th, 1908, addressed, J. Bruce Ismay, Esq., Liverpool, beginning with the words, "By request of Mr. Ballin I beg to
4188 send you," ending with the words, "I hope to send you on next Monday," and signed, H. Peters.

Marked Petitioner's Exhibit No. 1,873.

Also copy of letter, dated Liverpool, 28th January, 1908, addressed, H. Peters, Esq., Jena, beginning with the words, "I am in receipt of your letter of the 25th inst.," ending with the words, "for which I am obliged," and signed, Bruce Ismay.

Marked Petitioner's Exhibit No. 1,874.

Also copy of letter, dated Liverpool, 29th January, 1908, addressed, H. Peters, Esq., Jena, beginning with the words, "I am in receipt of your letter of the 27th inst.," ending with the words, "for which I am obliged," and signed, Bruce Ismay. 4189

Marked Petitioner's Exhibit No. 1,875.

Also copy of letter, dated Liverpool, February 7th, 1908, addressed, H. Peters, Esq., Jena, Germany, begining with the words, "1. Agreement Limiting the Canadian Lines," ending with the words, "Third Class Passenger business," and signed, Bruce Ismay.

Marked Petitioner's Exhibit No. 1,876.

Also copy of letter, dated Liverpool, April 2nd, 1908, addressed, H. Peters, Esq., Jena, beginning with the words, "Eastbound Pool Percentages," ending with the words, "to send you a copy very shortly," and signed, Harold A. Sanderson. 4190

Marked Petitioner's Exhibit No. 1,877.

Also copy of letter, dated Liverpool, September 28th, 1910, addressed, H. Peters, Esq., Jena, beginning with the words, "On that occasion, I placed before the meeting a cable," and ending with the words, "Allan Lines was not agreed to," and signed, Bruce Ismay.

Marked Petitioner's Exhibit No. 1,878.

Also letter, dated December 24th, 1908, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Atlantic Conference-Cologne Meeting, Dec. 3rd," ending with the words, "done for all the I. M. M. Co.'s Lines," and signed, Passenger Department. 4191

Marked Petitioner's Exhibit No. 1,879.

Also copy of cable, addressed to Ismay, Liverpool, April 24, 1908, beginning with the words, "Referring

4192 to your telegram," and ending with the words, "to basis $28 Hamburg.

Also copy of cable from Liverpool to Internavco, N. Y., April 24, 1908, beginning with the words, "To adjust position," and ending with the words, "recent reduction."

Also copy of cable, addressed, Internavco, N. Y., April 25, 1908, beginning with the words, "Advanced Westbound Continental Steerage rates," and ending with the words, "Services only."

Marked Petitioner's Exhibit No. 1880.

Also letter, dated April 15th, 1910, addressed to Mr.
4193 Strasser, beginning with the words, "I have your favor of the 8th instant," and ending with the words, "if they are printed in another language."

Marked Petitioner's Exhibit No. 1,881.

Also letter, dated December 23/09, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Your favor of the 15th to hand," ending with the words, "at a rate of $24," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,882.

Also letter, dated September 17th, 1909, addressed Messrs. Ismay, Imrie & Co., Liverpool, beginning with
4194 the words, "Northwest Transport Line," ending with the words, "was less than $100 for each steamer," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,883.

Also letter, dated Liverpool, May 15th, 1909, addressed, Passenger Department, White Star Line, New York, beginning with the words, "For your information we attach herewith," ending with the words, "will be sent you in due course," and signed, "Ismay, Imrie & Co."

Marked Petitioner's Exhibit No. 1,884. 4195

Attached thereto is letter, dated Liverpool, May 13th, 1909, addressed, E. S. Smyth, Secretary, beginning with the words, "The Chairman explained the reasons which prompted the British Lines," and with certain omissions ending with the words, "and 3.50% eastbound."

Also letter, dated Liverpool, May 14th, 1909, addressed from E. S. Smyth to H. Peters, Esq., Jena, beginning with the words, "Referring to Minute No. 120," and ending with the words, "clash with any other agreements."

Also copy of paper beginning with the words, "It is understood that today's agreement," ending with the 4196
words, "to cancel clause 5 of that agreement," and signed C. M. T. Gold, and dated, Liverpool, May 14th, 1909.

Also letter, dated May 11th, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Northwest Transport Line," ending with the words, "of the small eastbound movement," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,885.

Also letter, dated Liverpool, April 30th, 1909, addressed, Passenger Department, White Star Line, New York, beginning with the words, "Northwest Trans- 4197
port Line," ending with the words, "your views on this point," and signed Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,886.

Also letter, dated April 20th, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Northwest Transport Line," ending with the words, "for any particular sailing," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,887.

4198 Also letter, dated April 9th, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Northwest Transportation Co.," and ending with the words, "who will watch the situation," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,888.

Also letter, dated Liverpool, April 8th, 1909, addressed, Passenger Department, White Star Line, New York, beginning with the words, "North West Transport Line," ending with the words, "Italian and Continental Lines," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,889.

4199 Also letter, dated Liverpool, March 31st, 1909, addressed, Passenger Department, White Star Line, New York, beginning with the words, "North West Transport Line," ending with the words, "Act accordingly with other Lines," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,890.

Also letter, dated March 29th, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Northwest Transportation Co.," ending with the words, "applied to the British Lines," and signed, White Star Line.

Marked Petitioner's Exhibit No. 1,891.

4200 Also cablegram to Internavaco, N. Y., dated March 29th, 1909, beginning with the words, "Paris meeting by law," and ending with the words, "act accordingly with other lines."

Marked Petitioner's Exhibit No. 1,892.

Also letter, dated September 10th, 1908, addressed Red Star Line, Antwerp, beginning with the words, "Northwest Transport Line," ending with the words, "800 for this sailing," and signed, Red Star Line.

Marked Petitioner's Exhibit No. 1,893. 4201

Also letter, dated Liverpool, April 29th, 1908, addressed, H. Peters, Esq., Jena, beginning with the words, "We beg to acknowledge receipt of your telegram of the 29th inst.," ending with the words, "Cherbourg to $30 basis Turin," and signed, Ismay, Imrie & Co.

Also copy of telegram, from Secretary Peters, 29th April, 1908, beginning with the words, "Holland Line got cable Avoca," and ending with the word, "wire."

Marked Petitioner's Exhibit No. 1,894.

Also letter, dated Liverpool, June 20th, 1908, addressed, "Passenger Department, White Star Line, 4202
New York," beginning with the words, "We are glad to see that you were in a position," ending with the words, "to the Red Star Line of the 9th," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,895.

Also letter, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Special Frank Zotti & Co.," ending with the words, "we took in the matter," and signed, "White Star Line."

Marked Petitioner's Exhibit No. 1,896.

Also letter, dated Liverpool, December 30th, 1910, 4203
addressed, White Star Line, New York, beginning with the words, "We have just received a telegram from Secretary Peters," ending with the words, "in Paris for April 24th," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,897.

Also letter, dated Antwerp, November 21st, 1910, adressed, "W. W. Jefferies, Esq., New York, beginning with the words, "Please find enclosed N. D. L. V.," ending with the words, "rates as per agreement V. & W.," and signed, Red Star Line.

4204 Marked Petitioner's Exhibit No. 1,898.

Also letter, dated September 30th, 1910, addressed to Edward Strasser, Esq., Red Star Line, Antwerp, beginning with the words, "I have been a great admirer of the statistics issued," and ending with the words, "by the Holland American Line."

Marked Petitioner's Exhibit No. 1,899.

Also letter, dated July 8th, 1910, addressed, "American Line," beginning with the words, "Statistics for Mr. Peters," ending with the words, "was paid on the tickets or not," and signed, Passenger Department.

4205 Marked Petitioner's Exhibit No. 1,900.

Also letter, dated Southampton, June 21st, 1910, addressed, Passenger Department, American Line, New York, beginning with the words, "With reference to our letter of the 17th instant," ending with the words, "in favor of Mr. R. Whitaker," and signed, American Line.

Marked Petitioner's Exhibit No. 1,901.

Also letter, dated Antwerp, May 13th, 1910, addressed, W. W. Jefferies, Esq., New York, beginning with the words, "Please find enclosed copy of Minutes 931," ending with the words, "as per special ar-
4206 rangement," and signed, Red Star Line.

Marked Petitioner's Exhibit No. 1,902.

Also letter, dated Liverpool, April 20th, 1910, beginning with the words, "Important Notice to Agents," and ending with the words, "will be immediately disqualified."

Marked Petitioner's Exhibit No. 1,903.

Also letter, dated January 27th, 1910, addressed to Mr. T. C. Swain, Liverpool, beginning with the words, "It has been sometime since I have received from you the translated copies," ending with the words, "printed in German," and unsigned.

Marked Petitioner's Exhibit No. 1,904. 4207

Also letter, dated November 15th, 1909, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "In reading over the Atlantic Conference," ending with the words, "and inland transportation as well," and signed, Passenger Department.

Marked Petitioner's Exhibit No. 1,905.

Also letter, dated June 7th, 1909, addressed, Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "Passenger Situation," ending with the words, "it has ever been on before," and signed, Passenger Department.

Marked Petitioner's Exhibit No. 1,906. 4208

Also letter, dated Liverpool, May 19th, 1909, addressed to Messrs. Lee & Franklin, New York, beginning with the words, "Passenger Situation," ending with the words, "no difficulty arising in this connection," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,907.

Also attached thereto, letter dated Liverpool, May 13th, 1909, addressed, E. S. Smyth, beginning with the words, "The Committee appointed under Minutes," ending with the words, "Westbound and 3.50% Eastbound," and signed, A. B. Cauty.

4209

Also copy of paper, beginning with the words, "It is understood that today's agreement," ending with the words, "clause 5 of that agreement," and signed C. M. T. Cold.

Also letter, dated Liverpool, May 14th, 1909, addresed Director C. M. T. Cold, Copenhagen, beginning with the words, "On behalf of the committee of the Conference Lines," and ending with the words, "agreement of this date."

Also letter, dated Liverpool, May 19th, 1909, addressed to White Star Line, New York, beginning with

4210 the words, "We are in receipt of your letter of the 6th instant," ending with the words, "for which we thank you," and signed, Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,908.

Also letter, dated April 21st, 1909, addressed to Mr. T. C. Swain, Liverpool, beginning with the words, "I am in receipt of your favor of the 8th inst.," and ending with the words, "more legible than heretofore," and unsigned.

Marked Petitioner's Exhibit No. 1,909.

Also letter, dated Liverpool, 8th April, 1909, ad-
4211 dressed to W. W. Jefferies, Esq., New York, beginning with the words, "I have your letter of the 30th ulto.," ending with the words, "for complaint in this respect in future," and signed, T. C. Swain.

Marked Petitioner's Exhibit No. 1,910.

Also letter, dated March 30th, 1909, addressed to Mr. T. C. Swain, Liverpool, beginning with the words, "I know it is not good form to look a gift horse in the mouth," and ending with the words, "it will be very much appreciated."

Marked Petitioner's Exhibit No. 1,911.

Also letter, dated January 4th, 1909, addressed to
4212 Mr. T. C. Swain, Liverpool, beginning with the words "I am in receipt of your favour of the 23rd ulto.," and ending with the words, "which is quite in order."

Marked Petitioner's Exhibit No. 1,912.

Also letter dated, Liverpool, December 23rd, 1908, addressed to White Star Line, New York, beginning with the words, "We are in receipt of your favour of the 8th instant," ending with the words, "which are made here," and signed Ismay, Imrie & Co.

Marked Petitioner's Exhibit No. 1,913.

Also letter, dated December 8th, 1908, addressed to Messrs. Ismay, Imrie & Co., Liverpool, beginning with the words, "This office, for a number of years," ending with the words, "the practice of making translations here," and signed, Passenger Department. 4213

Marked Petitioner's Exhibit No. 1,914.

Also letter, dated September 1, 1908, addressed to H. Peters, Esq., Jena, Germany, beginning with the words, "Your favor of the 12th," ending with the words, "the writer from the office," and signed, Passenger Department.

Marked Petitioner's Exhibit No. 1,915.

4214

Adjourned until Thursday, Nov. 14, 1912, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others, Defendants.	Before Charles E. Pickett, Esq., Examiner.

4215

New York, November 14th, 1912.

Met pursuant to adjournment and continued to the 20th of November, 1912, at 11 o'clock A. M.

4216 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others, Defendants.	Before Charles E. Pickett, Esq., Examiner.

4217

New York, November 20, 1912.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher by Norman B. Beecher, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton by J. C. Spooner, Esq., for the Allan Line, *et. al.*

4218 Messrs. Lord, Day & Lord by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et. al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et. al.*

Mr. Beers: I would like to cross-examine Mr. Winter under the reservation made when Mr. Winter was examined previously.

Mr. Guiler: Before you do that I would like to say I was looking over some of the exhibits the other day and noticed that some exhibits were marked for indentification; some of them

that had been printed, and two of them I noticed were marked for identification but were later offered in evidence, and if I come across any further ones that have been marked that way that we wish to put in evidence I would like to have permission to do so. 4219

Mr. Bullowa: Do you desire also to take out those exhibits which are in twice?

Mr. Guiler: Yes, I will do so if there are any in twice.

Mr. Bullowa: There are a couple in.

Mr. Guiler: The exhibits I desire to call attention to are Petitioner's Exhibit 82 for identification; that is in the printed record; it is marked 82 for identification; I would like to have that offered in evidence. 4220

Mr. Beers: That is subject to the objection we have a right to make under that examination; it all comes under our stipulation?

Mr. Guiler: Yes. Another exhibit marked Petitioner's Exhibit No. 205 for identification; that is the European railroad tariff of the Hamburg American Line, and I want to offer that in evidence; that has already been printed.

Mr. Beers: Printed under an identification number only?

Mr. Guiler: Yes, an identification number, and, as I said before, I want to reserve the right to put in any of those others that have been so marked. I have not had time to go over the record of exhibits. 4221

Mr. Spooner: That is, wherever you find in the record any paper that has been marked for identification that you want introduced in evidence, you want to put it in?

Mr. Guiler: Yes, and we want to take out any of those that seem superfluous.

4222

HERMANN WINTER, recalled.

CROSS-EXAMINATION by Mr. Beers:

Q. Mr. Winter, in your direct-examination you stated that the representatives of certain lines met in New York at what you called conference rooms; will you state what that conference was in New York, at whose rooms you met? A. The conference rooms at 19 Broadway, at that time practically an office maintained between the representatives of lines here for local business, to communicate and discuss ques-

4223

tions that arose here; it had reference to the, well, say the forwarding of immigrants by railroad, the questions that might come up with the immigration authorities, the railroads, customhouse, forwarding baggage; all local business; questions of interest which might arise.

Q. How long had that meeting or conference been in existence in the City of New York? A. Why, the North Atlantic Steamer Traffic Conference is in existence since March, 1868; long prior to any agreement among the lines.

Q. That is long prior to any agreements made abroad? A. Oh, yes.

4224

Q. And was this meeting or conference in New York organized and maintained for the purposes you have indicated? A. Yes, solely.

Q. Purely for the purposes of business in the City of New York? A. For the purpose of discussing matters; practically a clearing house of our business here.

Q. Was this so-called conference or meeting which existed in New York, a branch or subordinate part of any organization of any description existing in Europe? A. Oh, no, not at all. It existed long prior to that of any organization abroad.

4225

Q. Did this conference or meeting in New York have anything to do with the financial or general policy of the lines represented? A. Nothing whatsoever.

Q. By what name was this New York Conference known? A. By British lines the North Atlantic Steamer Traffic Conference and subsequently changed to the North Atlantic Passenger Conference, then to the Continental lines, beginning about 1881, the Continental Conference and approximately at the same time the Mediteranean lines or the representatives of the American lines here, organized the Mediteranean Conference.

4226

Q. So if I understand rightly there was in New York a Continental Conference, the North Atlantic Conference and the Mediterranean Conference? A. Correct.

Q. And is what you have said in reference to this conference or meeting here at New York true of all three of those conferences? A. All three of them; it practically applies to all three of them.

Q. And that is the purpose for which they were organized and maintained? A. Exactly.

Q. And as to any relation which they bore to any organization whatever abroad? A. Correct.

4227

Q. Were these conferences in New York, that is, the Continental Conference, the North Atlantic Conference and the Mediterranean Conference, were they in existence in February, 1908, when the Agreement AA was entered into? A. Yes.

Q. Were you present in London when Agreement AA was made? A. Yes, sir.

Q. Did you take part in the discussion which led up to that? A. Yes.

Q. Had these conferences in New York, that is, the Continental Conference, the North Atlantic Conference, and the Mediterranean Conference any connection whatever, official or otherwise, with the organi-

zation or agreement represented by Agreement AA abroad? A. No.

Mr. Guiler: Don't you think Mr. Beers, you ought to ask what they did instead of asking conclusions? As to what the connection was? Why don't you ask him what they did, what was the particular business. We object to it on the ground that it calls for a conclusion.

Mr. Beers: Do you object to the form of the question?

Mr. Guiler: Well, I think it ought to be—

4229 he ought to say what the conference here did instead of a conclusion in his mind from the acts which they did.

(Question read.)

Mr. Beers: That calls for an official or any connection between the two.

Mr. Guiler: That calls for a conclusion also it seems to me from certain facts and I object to it and ask that it be excluded.

Mr. Spooner: Answer the question.

A. No.

Q. Under Agreement AA, made in London in February, 1908, there was an official known as a secre-

4230 tary in Europe, was there not, appointed? A. Yes.

Q. For the purposes of the agreement? A. Exactly.

Q. Had that secretary appointed under Agreement AA, any authority or duty with respect to these conferences in New York? A. No, we had no connection with that at all.

Mr. Guiler: I object to that as a conclusion and ask that it be stricken out.

Q. Have you enumerated all the purposes for which these conferences in New York were organized and maintained, Mr. Winter? A. Practically.

4231

Q. You testified on your direct-examination, Mr Winter that certain telegrams—that after certain telegrams had been received by the representatives of certain lines here in reference to the organization of the Small Committee, representatives of those lines met at the rooms of these conferences; why did they meet in conference? A. That was the most convenient place to meet. We met there to discuss our business as business conditions arose here, and to consult with each other. The office of the conference, the rooms maintained by the conference, practically is an office at which we could discuss our affairs; questions arose which affected us and our business mutually.

4232

Q. Was the fact that you met there merely a matter of convenience? A. Merely a matter of convenience. We might as well have met in the office of any one of us, or at any luncheon place.

Q. Had the business that you then had in hand, that is, the making up of the Small Committee, anything to do with the purpose for which the New York conferences had been organized or maintained? A. It was the most convenient place to meet and discuss this question; take this action.

Q. Had any one of these New York conferences or all of them together any duty in respect to the enforcement of Agreement AA? A. No.

4233

Q. You have testified to the organization of the Small Committee here in New York; on what authority did the representatives of the lines act in selecting the members of that Small Committee? A. On authority each received from his home office abroad.

Q. By cable? A. By cable.

Mr. Spooner: I did not have the privilege of being present at the last hearing; I would like to ask Mr. Winter a question or two.

4234 *Hermann Winter*

By Mr. Spooner:

Q. Mr. Winter, can you state from recollection who were the parties to Agreement AA, what companies? A. To Agreement AA?

Q. Yes. The one that is being attacked by the Government in this suit? A. The Hamburg American Line, North German Lloyd, Red Star, the French Line, White Star, American Line, Red Star, Canadian Pacific, Allan Line, the Russian American Line joined subsequently, the Scandinavian American Line joined subsequently, and Holland Amerika Line.

4235 Q. Did you mention the Cunard? A. Yes; Cunard Line.

Q. And the International Mercantile Marine? A. Yes, as one; they practically represent the American Line, White Star and Atlantic Transport.

Q. When did the French Line become a party to it, if you know? A. They were present at all of those meetings.

Q. When did it become a party to Agreement AA? A. On that occasion, February 8th, 1908.

Q. At the outset? A. Yes, at the very outset.

Q. Has the French Line been continuously a party ever since? A. Certainly.

4236 Q. It was a party at the time of the bringing of this suit? A. Yes.

Q. It is a party now? A. It is a party now.

Q. It is a party to it now? A. A party to it now, and participating.

Q. And has been participating ever since the formation of the agreement? A. Ever since.

Q. And also in the fighting ship arrangement? A. Yes, fighting ships, they were never designated because their facilities were impracticable for that purpose.

Q. They participated in the administration of them? A. Oh, yes; on the other side as far as we know.

4237

Q. And they are doing it today? A. No doubt.

Mr. Beers: At the foot of page 1,215, fifth line from the bottom, "A. During the first term the committee had attempted to select a steamer and to suggest a rate—"

The Witness: That ought to be authority to suggest a rate. Then, on the next page, at the bottom in answer to the question "That was the only line doing a steerage business in the North Atlantic trade that was not represented directly or indirectly in the conferences you have mentioned? A. Practically," I ought to have said there also the Russian Volunteer and the Russian East Asiatic Line.

4238

By Mr. Beers:

Q. Do you desire to correct your testimony to that extent? A. To that extent, yes.

Q. Are there any other corrections? A. I answered a question ahead of that: "Q. What lines were there at that time which were not members of the conference? A. More particularly the Northwest Transport Company." I ought to have said the New York and Continental Line; the North West Transport Company was the successor of that line.

Q. You desire to correct your testimony to that extent? A. To that extent, yes, please.

4239

Mr. Bullowa: I want to suggest on the record now before the Government rests that it has developed by the cross-examination of this witness that the French Line is an indispensable, necessary and material party, and that it should be made a party before the proofs of the defendants be put in.

Mr. Guiler: In answer to that I want to state the French Line, that all the government

4240 had in regard to the question of whether the French Line was a party or not was a copy of Agreement AA when they drew the bill and all of the other evidence did not point to the fact of the French Line being in it, and that was partly on account of the fact that a page of Agreement AA, which was supplied by one of the defendants who is now not alive, to the Government was missing from that Agreement AA, and therefore, the French Line was not made a party at that time.

Mr. Bullowa: I suggest in view of the fact that it has developed—before the Government
4241 has closed its case—that the French Line was and is a material and necessary party, it should be made a party before the defendants' proof is put in.

Mr. Spooner: In answer to the suggestion of Mr.Guiler that the Government did not know when this suit was brought that the French Line was a party to it, I wish to say that the Department of Justice was informed of the fact to my personal knowledge several months ago.

Mr. Guiler: That is, you mean it came out in some of the testimony that was given here?

Mr. Spooner: No sir, that Mr. Beers and myself recollect it was furnished sometime ago.

4242 Mr. Guiler: On the other hand it does not seem to me the defendants here should be advising the Government as to what parties to make defendants in this action.

Mr. Spooner: I will offer no argument in the discussion of my statement.

Mr. Guiler: The bill seems to cover the material parties here.

Mr. Spooner: I am an American citizen and the Department of Justice representative is an American citizen—

Mr. Guiler: That is right.

Mr. Spooner: And I thought the Department of Justice ought to have been advised of the fact.

By Mr. Spooner:

Q. Has it been used by the Government? A. Why, yes.

Q. In what sense? A. The Department of Commerce and Labor has communicated its wishes and desires for carrying out certain regulations to all the lines through that office; the custom service—

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Mr. Guiler: I don't see how that is material. I object and move to strike it out. This is not in any way material to the issue here presented.

Mr. Spooner: I would not move to strike it out until it is in.

Mr Guiler: It ought not to be in there. The Court, of course, will decide that finally, but now under our agreement here I have a right to object right off.

Mr. Beers: As to the form of the question, not as to the materiality? We have not been pressing questions as to the materiality; we would have been doing nothing else if we had. 4245

Mr. Guiler: You had the right to object later on and to strike out anything you wanted to strike out or make the motion to strike out, but I have not. Now, under this agreement, as I understand it, we have to make the objections as they arise.

Mr. Spooner: You had the right when this testimony was taken to move to strike it out.

Mr. Guiler: That is the way I understand. We are going ahead now, and that is the reason I make these objections in this way, just to

4246 *Hermann Winter*

hasten the matter to a conclusion, so that we won't have a long time fixing it up afterwards.

Mr. Beers: Let me understand; perhaps I am in error.

(After consultation between counsel present the following was directed recorded):

It is understood that the stipulation originally made in reference to the objections made by the defendants or by the Government continues in force.

(Answer read.)

Mr. Spooner: Go on, Mr. Winter.

4247

A. The custom service has used the office to communicate its wishes with reference to matters pertaining to the custom regulations, steamship business arriving here, custom interests; the treasury department used the office that way to communicate all of their—right through the secretary, or our clerk to the various lines instead of addressing each of the lines.

Mr. Guiler: Objected to as incompetent, immaterial and irrelevant, and I ask to strike it out.

Mr. Bullowa: As I understand it, Mr. Winter, then any line, whether a member of any agreement or not has the privilege of contributing to the maintenance of the office and thereby procuring the use of the office and the use of the facilities of the office.

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Mr. Guiler: Objected to as immaterial, irrelevant and incompetent.

The Witness: Practically.

Mr. Bullowa: Including the secretary?

The Witness: Practically, yes.

Mr. Bullowa: And other matters?

The Witness: Practically.

4249

RE-DIRECT EXAMINATION by Mr. Guiler:

Q. Mr. Winter, the office was used, however, was it not, as a means of communication between Mr. Peters, the secretary at Jena, and the various steamship lines? A. No, it was not.

Q. It was not? A. No, indeed not.

Q Was it used by Mr. Peters to notify through Mr. Sandford any members of the Small Committee as to his wishes? A. No, indeed not.

Q. Never was? A. No. Mr. Peters' instructions had no value for us; no authority for us at all.

4250

Q. I show you an exhibit which is marked Petitioner's Exhibit 31, and which has already been testified to as coming from Secretary Peters, the secretary at Jena, and which reads as follows: "Nordwest Raglancastle about June 23 Allowing extra commission High as five small com. consider necessary adopt same tactics cable confirmation." Now, that is a communiation from Secretary Peters in regard to the competition against the Northwest Transport Line, isn't it? A. No, this is addressed to Jena.

Q. Oh, yes, that is right; that one is. Well, that is from Secretary Sandford to Secretary Peters? A. That appears to have been sent by Secretary Sandford not under authority of the lines; he did that in answer

4251

to an enquiry.

Q. That was a communication between them? A. Oh, yes.

Q. In that case Sandford had— A. He may have answered an enquiry. I can't tell the connection of that.

Q. But there was a communication as to the Northwest Transport Company by Secretary Sandford with Secretary Peters in regard to the policy as to the Northwest Transport Company? A. It may have been as an enquiry; I cannot say as to that, but Secretary Peters

4252 never gave us instructions here, nor did we communicate instructions to Secretary Peters.

Q. I show you Petitioner's Exhibit No. 32, from the secretary at Jena to the secretary at New York, stating that the Raglancastle opposition steamer must be appointed. Now, that shows, does it not, in your mind that the secretary received some instructions from Secretary Peters at Jena? A. Secretary Sandford received those instructions. He could not act on them.

Q. He conveyed those to the Small Committee, didn't he? A. No.

Q. Of which you were a member? A. No.

4253 Q. You don't remember anything about that? A. No. We never acted on instructions of Secretary Peters.

Q. But he would communicate from time to time to Secretary Sandford some of his wishes, did he not? A. No. Never took them; never received them. He may have done this.

Q. Hasn't he talked with you about some of the wishes of Secretary Peters? A. No; there is no official connection between the conference—

Q. Answer my question; whether he did communicate in any way the wishes of Secretary Peters to the Small Committee? A. No, he did not.

4254 Q. Or the wishes of the conference lines, through Secretary Peters, to the Small Committee? A. No.

Q. Now, what was Minute 22, if you know? A. Minute 22 of the Agreement AA?

Q. No, what is commonly known as Minute 22? A. Of the Agreement AA?

Q. Yes? A. That had reference to the appointment of this committee.

Q. And it also had reference, had it not, to the action against the North West Transport Company, Uranium Line and other lines? A. Yes.

4255

Q. Was that ever communicated to you in any way that action should be taken in accordance with Minute 22, from the secretary at Jena? A. No.

Q. Through Mr. Sandford? A. No.

Q That is, you personally don't know whether the instructions for forming your committee came from there, or where it came from? A. Our instructions forming the committee came through the various lines here, the various lines abroad, the Hamburg-American Line cabled its representative here, the North German Lloyd cabled its representative here, the Holland Amerika Line cabled its representative here, and the Red Star.

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Q. But so far as you know, the advices to those various lines originating your appointment, or your notification from the various lines, you don't know whether those lines were moved by any other outside influence or not, do you? A. Abroad?

Q. Yes, abroad? A. Oh, no.

Q. You cannot say that? A. No.

Q. You can't say whether Mr. Peters notified the various lines abroad to take that action or not, can you? A. No.

Q. That is, you don't know? A. No, according to Minute 22 it was taken by the lines abroad in joint action.

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Q. Yes, all the lines which were members of the conference joined in forming Minute 22, did they not? A. Yes.

Q. Or passing it? A. Yes.

Q. And that was instituted abroad? A. Yes.

Q. That Minute 22? A. Yes.

Q. But yet Minute 22 dealt with the westbound competition of the Northwest Transport Company here, did it not? A. Oh, all outside competition here.

Q. That is the Northwest Transport? A. New York Continental at that time.

Q. And Uranium Line, didn't it? A. Uranium Line came in later; in 1910.

Q. But the same action under Minute 22 was taken against the Uranium Line, as against the others? A. Yes.

Q. Minute 22 dealt with the matter of fighting ships, did it not? A. Competing ships; that is your term; it is not our term.

Q. I think it is all through the evidence that they are fighting ships on your own correspondence? A. No.

4259 Q. But, however, if you prefer to call it competing ships, I will do so for the present? A. Yes.

Q. But in regard to those competing or defending ships, the action came from your various lines, you say, abroad? A. Yes.

Q. Under Minute 22? A. Yes.

Q. That Minute 22 was arranged for you as you said in the conference of the various lines? A. Abroad; not here.

Q. At any rate, you being a Small Committee carried that out, did you not; carried out the instructions from the various lines to you? A. From the various lines to us, yes.

4260 Q. In regard to the use of conference rooms by the so-called outside lines; that is, the Northwest Transport Company and the Uranium Line and the others, you stated that they had a right to contribute— A. If they wanted to.

Q. But they were never invited to it, were they, as far as you know? A. We never invited anybody to join.

Q. You never invited them to join? A. We never invited anybody.

Q. The only outside line, as a matter of fact, now on the North Atlantic trade is the Uranium Line, is it not? A. Yes.

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Q. And before that the Northwest Transport Line and the New York Continental? A. And Russian Volunteer and Russian East Asiatic, both.

Q. But the Russian East Asiatic is now a member of the conference, is it not? A. Yes.

Q. And the Russian Volunteer has gone out of business? A. Yes. It has not gone out of business, retired from the North Atlantic trade.

Q. None of those lines you say were ever invited to join the conference? A. No.

Q. And never did join the conference? A. No.

Q. Except the Russian East Asiatic? A. Except the Russian East Asiatic. 4262

Q. Secretary Sandford, and his office there, was formed, was it not, partly to deal with the question of agents in America, wasn't it? A. To regulate agents and our local interests here, so that we may have some place where we could meet; a clearing house.

Q. And his instructions under Rule 9 of the conference were carried out as to the disqualification of agents, were they not? A. Yes; no instructions from him; we gave him instructions. He had no power to give the line instructions; he was our clerk.

Q. Secretary Sandford, very often, did he not, carried out in the meeting of all the lines members of the conference, instructions from the various lines in those 4263
meetings? A. He was our clerk to carry out instructions.

Q. Are you acquainted with the Schiavone matter at all? A. Oh, yes.

Q. In that case Secretary Sandford notified Schiavone that he was disqualified, after you had advised him to do so? A. We instructed him to do so.

Q. And Schiavone was disqualified for the reason that he represented the outside lines, was he not? A. Because he violated our rules.

Q. Your rule was that a conference agent should not represent outside lines under penalty of disqualification? A. Exactly; there were good reasons for that rule.

Q. And many cases of that kind occurred, did there not? A. Quite some.

Q. Where agents were disqualified? A. Quite some.

Q. Notoriously the Zotti case? A. Where the agents violated our business rules instead of each individual taking action against him we took joint action through Secretary Sandford.

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Q. And when you say "we," you mean the conference? A. The Conference Lines here; the lines here.

Q. On various occasions the lines here received from Secretary Peters a notification to advance rates, did they not? A. No, not from Secretary Peters.

Q. I mean through him? A. No.

Q. You think that never occurred? A. No.

Q. And that that never was taken up in conference too, was it? A. Each line abroad had always instructed its representative here, but Peters has never given instructions here.

Q. But he has sent the result of the joint action abroad to the agents here, has he not? A. No.

4266

Q. Wasn't that matter ever taken up in--take, for instance, the Mediterranean Conference, was that ever taken up there? A. No.

Q. Now, I will show you, Mr. Winter, what purports to be meeting No. 9, series of 1909, of the Mediterranean Conference, and under Minute 28 of that meeting I show you a statement in there which is to the effect that in reply to Mr. Peters' cable the conference cable was to be sent today, viz: All lines notified advance current Mediterranean eastbound rate $5 after May 31, except Austro-Spanish notifying intention to take differential advance and requesting cable reply.

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Now, looking at that don't you see that that matter of rates was taken up on notification of Mr. Peters at the various conference meetings here? A. Not necessarily. We cannot see that here nor can you conclude that.

Q. You can see from the meetings, do you not, that that matter was taken up? A. Not in that way. Mr. Peters on behalf of the lines abroad may have made enquiry of Mr. Sandford for information for all the lines instead of each line cabling its home office.

Q. You see that that matter was taken up in the conference? A. In that way; answering an enquiry, but not with any instructions. There were no instructions; there was no official connection between the two.

4268

Q. The matter of Peters acting never was taken up in conference? A. There may have been a meeting abroad in which Peters cabled over, but information on behalf of all the lines.

Q. It went to all the lines? A. Yes, all the lines merely as a matter of information for all lines, so that instead of all these lines cabling to each home office they cabled Peters direct for the general information, but that is not a matter of instruction.

Q. Perhaps I have got a little off on that; but matter of information then? A. A matter of information.

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Q. As a matter of information to the conference here of the change in rates? A. No.

Q. Instead of all the lines notifying that the rates had been changed, Mr. Peters would take it upon himself to notify the conference here and the various members had certain meetings here and the matter would be taken up here? A. No, indeed not.

Q. After looking at this meeting, No. 9, you still say that? A. Yes. At the Mediterranean Conference the lines have always reported to their home office abroad. I only know they are sent, but Mr. Peters

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may have been informed in answer to an enquiry for the benefit of all the lines what action had been taken here.

Mr. Spooner: Is the Mediterranean Conference supposed to be involved in this suit?

Mr. Guiler: Yes; all the conferences are supposed to be involved in this suit.

Mr. Spooner: I should think so according to the manner in which it has been conducted and I want to know what the Government is discriminating against.

4271

Mr. Guiler: Under our method of proof here and under the bill which has been filed we feel that anything which shows the control over the situation is admissible; which shows in what way the rates or agents or anything else are controlled is admissible to show that control.

Mr. Spooner: Is there anything in the bill which refers to the Mediterranean Conference?

Mr. Guiler: There is something that refers in general to all conferences, and it is broad enough to take in all the conferences as a matter of proof.

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Mr. Spooner: We differ as to that. I object to any evidence of any agreement or conference, other than Agreement AA.

Q. Then the conference here was a conference of all the lines members of that conference—except the line which I have mentioned--were principally formed to deal with rules for the agents? A. Rules for the agents. Well, all questions came up in connection with our business.

Q. And incidentally the connection with the competition with those various lines which I have mentioned, outside lines? A. The Small Committee was never

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dealt with in conference outside of that one occasion where we met in the rooms and formed the committee in accordance with the instructions each line had received from abroad. But outside of that there was never any action taken in the conference rooms, as I explained before; we had no regular meetings; nothing.

Q. But the conference, you have already stated—I mean the Small Committee—you have already stated, went ahead in pursuance of Minute 22, which was handled by the— A. We never knew of Minute 22 at the time; that only came up to us later. That express joint meeting abroad. Our committee was formed on cable instructions to representatives of lines here from their home offices; we knew nothing about Minute 22.

4274

Q. And if there was such a minute dealing with the —you do know about it now? A. Oh, yes, we know about the substance of it.

Q. So you knew it was in consequence of that Minute 22 that you went ahead on the instructions from the lines? A. We learned that later on.

By Mr. Bullowa:

Q. The Compagnie Generale Transatlantique, or the French Line, receives a subsidy from the French Government? A. I think so, yes.

4275

Mr. Guiler: I object to that question and answer as immaterial and irrelevant, and ask to have them stricken out.

By Mr. Guiler:

Q. As you said, in addition to those things that I have mentioned, the conference room here was for all of the other things you have mentioned, was it not; that is, dealing with any matter that came up? A. That came up.

4276 Q. In regard to any of the lines or all the lines, members of the conference? A. Yes; in connection with our business. It was easier to communicate through a secretary that way our experience in business, or losses.

Q. It is a sort of clearing house for any question which came up among the Conference Lines? A. Yes; among our lines.

Q. And you on occasions discussed in that clearing house matters which affected the lines abroad, or which were dealt with by the various lines in conference abroad? A. No, we had nothing to do with that at all; we carried out our instructions; our office here did.

4277

Q. You carried out the instructions of all the lines? A. From the lines abroad, yes.

Mr. Spooner: I want to move to strike out the testimony taken at Liverpool, except the testimony of Mr. Ismay, upon the ground that it was taken in violation of the stipulation and without notice to any of the parties to it, except the White Star Line, reserving the right to withdraw the motion.

Mr. Guiler: I understood that Mr. Beecher and Mr. Burlingham were dealing in this matter as the representative of the various lines.

4278

Mr. Spooner: That is not the understanding.

Mr. Guiler: My idea was that the stipulation on which we went over was that Mr. Ismay did not, as they thought he did not, know fully the facts of the case, that we were to get them from other members of the White Star Line. And if I am wrong, Mr. Beecher, I would like you to correct me. Mr. Burlingham mentioned that on several occasions to me.

Mr. Spooner: I only know the stipulation

as far as my clients are concerned is different. 4279

Mr. Guiler: If that had not been understood I think Mr. Ismay over there, might have been detained a great deal longer than he was. The examination of Mr. Ismay took up about one-half day, as I remember it.

Mr. Spooner: You do not object to my reserving the right to withdraw the motion, do you?

Mr. Guiler: No.

Mr. Bullowa: I want to join in the same objection.

Mr. Beecher: We shall endeavor to carry out in good faith the agreement our representative made and in the absence of Mr. Burlingham, without further discussion, I will not put 4280 any statement on the record this morning.

Mr. Guiler: As I said, we found without a great deal of cross-examination that Mr. Ismay did not know all that we wanted to find out, and therefore we did not go into the matter. If he said he did not know, we did not go into the matter very fully as we knew we could get it from Mr. Canty, who was fully acquainted with it.

Mr. Spooner: I do not intend to try this case in a small way; I simply want that on the record. 4281

Mr. Guiler: You have not read the record over you mean, and you want to reserve the right to move to strike out?

Mr. Spooner: I move to strike it out, but I want to reserve the right to withdraw this motion, which in all probability I will do.

Mr. Guiler: The Government rests with the exception I made before, in the beginning of this meeting.

Mr. Beers: You mean as to noting the numbers of exhibits offered for identification as being exhibits now offered in evidence?

4282 *Bryce James Allan*

Mr. Guiler: Yes. They have already been identified, a good many of those, and appear.

Mr. Bullowa: There is no objection to that, if we understand that, with the exception of that.

Mr. Guiler: That is right.

Mr. Spooner: That is covered by the stipulation made before.

Mr. Bullowa: Then you rest?

Mr. Guiler: Then the Government rests.

4283

BRYCE JAMES ALLAN, sworn on behalf of defendants, testified as follows:

Direct-examination by Mr. Spooner:

Q. Mr. Allan, where do you reside? A. Boston.

Q. How long have you resided there? A. Since 1884.

Q. Are you engaged in business there? A. Yes, sir.

Q. What business? A. The Allan Steamship Company.

Q. In what capacity? A. As manager of the Bos-
4284 ton office.

Q. What was the territorial extent of your jurisdiction in that office? A. Beg pardon?

Q. What was the scope of your jurisdiction; were you the agent in Massachusetts or how large was the territory over which you had jurisdiction, simply the Boston office? A. Yes.

Q. And the Boston Port? A. Yes.

Q. You began in 1884? A. Yes, sir.

Q. Are you connected with the Allan Steamship Company now? A. No.

Q. In any way? A. No way whatever.

4285

Q. How long since you ceased to be agent there, or connected with it? A. The first of September last.

Q. What was your particular function there in respect to your duties, duties of the office; freight or passenger or what? A. Freight and the general superintendence of the business, but nothing to do with the passenger department.

Q. You had nothing to do with the passenger department? A. No.

Q. How were the passenger rates fixed or informed to the agents who had charge of the passenger business? A. We got all of those instructions from Montreal.

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Q. Were you or were you not aware of any agreement under which rates were fixed between your company and other companies? A. You mean was I familiar with the details?

Q. Yes? A. No, I am not.

Q. So that to your knowledge you were not at any time administering in Massachusetts any agreement between the steamship lines? A. No.

Q. What ports of the United States are visited by the Allan Line steamships? A. Portland, Me., Boston and Philadelphia.

Q. Are those vessels visiting the ports of Maine carrying passengers? A. I believe a very few.

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Q. What was the other port you mentioned? A. Philadelphia.

Q Do they carry passengers? A. No.

Q. Only freight? A. Yes, sir.

Q. And the vessels which call at the port of Boston, do they carry passengers? A. Yes, sir.

Q. And freight? A. Yes, sir.

Q. They carry how many classes of passengers? A. Two.

Q. What? A. What is called cabin and steerage.

Q. What proportion of the passenger traffic of your

4288 *Bryce James Allan*

line in and out of Boston is the steerage traffic; I mean of the traffic of your line in passengers? A. Of the whole line?

Q. Yes, between foreign ports and the continent of America? A. I should thing about fifteen per cent.

Q. Is that the proportion of steeragers to other passengers which are carried by your ships to American ports, for instance, the port of Boston? A. (No answer).

Q. Your ships visit Canadian ports also? A. Yes.

Q. What ports in Canada? A. Montreal and Que-
4289 bec and Halifax and St. John's, New Brunswick. I did not answer the question before because I did not quite catch what you said.

Q. Are you able to state what proportion of the steerage passengers brought by your line into the United States, or taken out by your line from the United States to foreign parts, bears to the mass of steerage passengers carried by your line; if you cannot answer that I will prove it in some other way? A. I am not sure, but I should think about fifteen per cent.

Q. That can be ascertained, can't it? A. Oh, no; I think it is more than that; I don't think that is correct.

4290 Q. What is your answer then? A. I think Mr. Hannah will give you that information; I don't think I can. I think you had better take that up with him.

Mr. Spooner: Is the Government willing to concede that the Allan Line gave notice December 16th, 1908, to withdraw from the participation in the fighting steamship arrangement, which took place on January 17th, 1908? I can prove it, if you want it.

Mr. Guiler: I wish you would, senator; I don't recall now just what there is about that.

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CROSS-EXAMINATION by Mr. Guiler:

Q. I show you Petitioner's Exhibit No. 3, which is Agreement "AA." Your line was a party to that agreement, was it not? A. I know nothing about that. I believe it was a party to it; I have never seen those agreements at all.

Q. There is the agreement; I show it to you? A. I have seen that before.

Q. You haven't any acquaintance with that agreement at all? A. No.

Q. That is, you handled the business of the Line exclusively and were not acquainted with the policy of the Line? A. I knew the policy generally, but I had nothing to do with this particular question.

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Q. I show you also Petitioner's Exhibits Nos. 10 and 11, and ask you if you were informed at any time as to whether the Allan Line was a member of agreements, or signed Agreement "W" and Agreement "V" in regard to the first and second-class business? A. I don't know anything about those questions at all.

Q. You did not know? A. No.

Recess taken until 2:00 o'clock P. M.

4293

Afternoon session.

GEORGE HANNAH, sworn on behalf of the Defendants, being first sworn testified as follows:

Direct-examination by Mr. Spooner:

Q. Mr. Hannah, where do you reside? A. Montreal.

Q. How long have you resided there? A. Twenty years.

4294 Q. Where did you reside before that? A. New York.

Q. New York City? A. Brooklyn.

Q. What is your business? A. Passenger Manager of the Allan Line Steamship Company.

Q. How long have you been engaged in the steamship business? A. Forty-five years next February.

Q. Beginning where? A. In New York.

Q. With what line? A. The Inman Line.

Q. What year was that? A. February, 1862, I joined the Inman Company..

4295 Q. With what line were you next afterwards connected? A. The Inman Line became merged into the Inman & International Steamship Company, which is now the American Line. The merger took place about 1889—1888 or 1889.

Q. Then what? A. I left the employment of the Inman & International Steamship Company at the end of 1892 to go to Montreal, where I have been since.

Q. And since that time you have been connected with the— A. Allan Line Steamship Company.

Q. The Allan Line Steamship Company is a Scotch corporation, is it? A. Yes, sir.

Q. Where do its ships run; between what ports do the ships ply? A. During the summer season, that is

4296 to say, from the first of May until the end of November, they have three services, one running from Liverpool to Montreal, another from Glasgow to Montreal and the third from London, calling at Havre to Montreal; and in adddition to that they have a service from Glasgow to Boston and another service from Glasgow to St. John's, Newfoundland, calling at Halifax and proceeding from Halifax to Philadelphia.

Q. Referring to the steamers last mentioned, do they carry steerage passengers? A. To Halifax, to St.

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John's, Newfoundland and Halifax; not to Philadelphia.

Q. Not to the United States? A. No, sir.

Q. What line carries steerage passengers to the United States? A. The service to Boston; from Glasgow to Boston.

Q. You are no at present, or are you, able to state the proportion of steerage passengers carried by your line to the United States; that is, to Boston; the proportion carried to the United States relatively to the proportion which is carried by your line to other points on this continent? A. Yes, I think I can. For instance, all the passengers carried on our line to Boston we may readily assume are for the United States; they may not be all; some of them may go through to Canada; some of them no doubt do go through to Canada, but in view of the fact that the steamers land at Boston we might consider all of those passengers were American passengers. I could not prove otherwise.

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Q. Assume that? A. Assuming that, the passengers proceeding by our Canadian Line, the service I have mentioned, I will give you the figures for the last two years; in the year 1910 we carried 47,969 third-class passengers, of which number, 8,430 proceeded to the United States; in 1911 we carried 45,767 third-class passengers, of which number 4,106 proceeded to the United States. In other words, in two years about 15% of the total number carried were American passengers. The Boston service in 1910, carried 3,715 passengers.

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Q. What is the last service you mentioned? A. The previous one?

Q. Yes? A. They came by the Canadian Line, from Liverpool to Montreal and from Glasgow to Montreal and Havre and London to Montreal. The Boston passengers we are assuming are all American

4300 passengers. In the year 1911, the Boston service brought 2,687 steerage passengers to Boston.

Q. Any other year? A. I haven't got figures on any other year.

Q. You will produce those later? A. If desired I could produce those.

Q. Are you able to say whether the Allan Line at any time withdrew from the fighting steamer arrangement? A. Yes; we were in the fighting steamer arrangement only about six months. We joined it, I think, in December and withdrew in May. December, 1908, and withdrew in May, 1909.

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Mr. Guiler: Was that withdrawal in writing, Senator?

Mr. Spooner: The notice was in writing. I cannot prove—the notice was given on the other side and I didn't think you wanted me to delay this for that.

The Witness: I have written to the other side for a copy of the letter.

Mr. Spooner: I will produce it.

Mr. Guiler: I don't object to your putting it in in this way if you want to.

4302 The Witness: We had a copy of the communication, or a statement rather, that they had withdrawn on such a date. They became parties on the 25th of May, 1908, and withdrew on the 16th of December, 1908; both in 1908.

Q. To whom was the letter written? A. I really don't know, but I presume it was to Secretary Peters. I presume it was, but of my own knowledge I don't know that even.

Mr. Guiler: I would like to have it on the record, if you can produce it.

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Mr. Spooner: The fact that they withdrew we can prove without reference to the document.

Mr. Guiler: That is the fighting steamship proposition?

Mr. Spooner: Yes.

Q. And you have had no connection with it since? A. None at all, no.

Q. Now, Mr. Hannah, you say you were with the Inman Line? A. Yes, sir.

Q. That was in 1868? A. Yes; from 1868 until it finally went out of business in 1889, or 1888 perhaps it might be. 4304

Q. You have had a very large experience in the steamship business, a long experience? A. I think I am amongst the oldest and longest in the business who are alive today.

Q. Do you know what led the Inman Line to withdraw from the business; to go out of business? A. Lack of funds I believe to carry it on.

Mr. Spooner. As a matter of history I am going to show by this witness that it was forced out of business by this unregulated competition that the Government wants.

Mr. Guiler: I make objection to that going in on the ground that it is immaterial and incompetent. 4305

Mr. Spooner: I want to show by Mr. Hannah, who has had a very large experience and knows something about this business, the necessity for understanding between the steamship companies as to various matters, including among others, the stability of rates, and I propose to follow that up by attempting to show by him that these rates are reasonable.

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4306 *George Hannah*

Mr. Guiler: Show it under my objections, Senator.

Mr. Spooner: Of course, I expect you to object. If it did not amount to anything you wouldn't object to it.

Q. Go on, Mr. Hannah? A. What is the question, sir?

Q. I will put this question to you and you may illustrate it by your experience—I think you have sufficiently shown you are an expert—whether or not it is necessary that there should be understandings among
4307 steamship lines by way of regulating competition? A. I certainly believe it is absolutely necessary.

Mr. Guiler: I ask to have question and answer stricken out as being mere opinion and conjecture, and as the witness has not been qualified or shown a knowledge of the facts on which to base his opinion.

Q. Now, go on and tell me why from your experience you believe it necessary? A. The Inman Company with which I was identified from 1869 until it went out of existence, was at one time one of the most prosperous lines, and it was followed into
4308 business by the National Line, established to do the same class of business, and later by the Guion Line. Those three lines were strong lines in the trans-Atlantic trade; they all perished because of unregulated competition. I might add to that also the Monarch Line, which came into business later, and still later the State Line. So there are five lines that perished in the trans-Atlantic trade. Five out of eight British lines that did not survive.

Mr. Guiler: I ask to strike out the answer as the witness has stated a conclusion merely and has shown no facts or knowledge of facts on which to base it.

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Q. What do you mean by perished? A. They were driven out of business; they failed; they became bankrupt.

Mr. Guiler: Same objection.

Q. And were picked up by other lines? A. Some of them were and some of them were simply abandoned. The National Line was bought up, and I think the present Atlantic Transport Line is the lineal successor of the National Line, and the Guion Line has no successor; it has simply gone out of existence. Of course, other lines strengthened themselves. As these lines went out it helped the other lines. The 4310
Inman Line became the American Line; the ships and the good will and rights were purchased by what is known as the American Line now; it was the Inman & National Line at that time, but they have all gone. Competition, fighting rates down sometimes as low as $10, which meant less than $8 to the steamship company for carrying a passenger 3,000 miles, and the heavy cost of running the ship; the steerage traffic not bearing its proportion of that cost; the ships running at a loss, soon exhausted the resources of the company, and they went out of existence, one after another. And only the stronger ones lived and then indeed those that were strong at one time be- 4311
came weak and finally, as I have said, failed.

Q. And that was due to no cause except unrestricted competition? A. None at all, no, sir. Of course, we have had commercial depressions which added to the strength of the competition, and what is true in New York here is equally true in Montreal, where we have now only one of the three original lines today, the one with which I am at present identified; there were three and now there is only one of those three.

4312 Q. What three were they? A. The three were the Allan Line and the Dominion Line and the Beaver Line. Now, there is no Beaver Line now, and the Dominion Line has been absorbed by the White Star or the American National Mercantile Marne—

Q. Were those lines prosperous lines at one time? A. At one time they enjoyed a fair degree of prosperity. I don't think they were ever strong lines, and they lasted in Montreal—I think one of them for probably twenty-five years—both of them nearly that length of time, and then went out.

4313 Q. What was the cause of their going out of business? A. Over competition; unregulated rates.

Mr. Guiler: Objected to. The witness should state the facts, not conclusions.

Q. Couldn't make any money? A. Couldn't make any money.

Q. Who acquired them? A. The Beaver Line died; what remained of it was acquired by the Elder-Dempster Company, and they were bought out by the Canadian-Pacific Railroad Company. But the ships are all gone now; they didn't run any of their vessels; sold them.

4314 Q. You said $10, and you said the net was $8; what was the other two? A. Commission to agents.

Q. At $8 they were carrying at a loss? A. Yes, because out of that $8 a passenger would have to be forwarded from Liverpool to Glasgow and that cost eight shillings, or $2.50. They really did not get more than $5 for the carrying of a passenger when the rates were down to $10.

Q. When, after that, was the first combination or understanding to regulate competition? A. I presume that the regulation of rates has been a part of this conference from the beginning, it has been a part

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of its work from the beginning, and the first conference was organized, I believe in 1868 on this side of the Atlantic; I mean a part of the work of that conference, not all of it, and sometimes not any of it; but it has been a part of it to regulate rates and prevent over competition, ruinous competition, so that one line would not be paying more commission to an agent than another line, and thereby getting an undue proportion of the business; and also to recognize the weaker lines and give them a lower rate in view of the fact that they were weaker. For instance, way back as far as 1868 there was a differential allowed to the National Line and the Cunard Line; the Cunard Line being a line of greater prestige and very much faster, and finer ships; it could not be expected that the National Line would get the same rate that the Cunard Line would get, therefore they got a rate of $3 less; sometimes as much as $5 less. Three dollars was the usual amount of differential.

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Q. What was the first combination or understanding or conference? A. You mean the first conference?

Q. I want the conference that fixed the rate at $27 or $28? A. I found back in the Conference Minutes of 1868 that there was an agreement concerning rates then and the rates at that time were as high as $40 for the better class of ships running at that time, and this conference belonged only to the British Line; it had nothing to do with the French Line or the Continental Line, but it was a British Conference, an agreement amongst the British Lines. The Continenal Lines did not come in for some years later and then they formed a conference of their own. It was not a part of the British Conference. I think about 1875 they formed a conference.

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Q. You told me of some conference that fixed a rate; it was not $40, but less? A. Well, for in-

4318 stance, in May or June, 1869, the Cunard Line rate was $40 for British business, and the Inman Line rate was $37. The Continental rate was $45 and the Scandinavian rate was $50, and the charge for infants at that time under twelve months, was $5, whereas, today they are $3. Children were half fare; children between one year and twelve years were half fare, just as they are today; but infants they charged $5 for, today we charge $3; today our rates for steamers that make the passage in five or six days less time, and are three times as large as those were, and I suppose ten times as well fitted up, our present
4319 rate is $31.25 or $8.75 less than they were back in 1869.

Q. What was furnished to the steerage passengers at the time you mention? A. In my earlier days in this business the steerage passenger had to buy what is called his own outfit; these outfits were sold on the wharf here in New York, and at Liverpool and Glasgow—wherever the steamer sailed from. The bundle was tied together, consisting of a mattress, blanket and a pillow, and a tin pan and a tin pail for washing in, and knife and fork and spoon and a cup, and the whole of that cost ten shillings, or $2.50. The passenger carried it on board on his back or his arm and was
4320 abandoned when he left the ship—thrown overboard. That really had to be added to the price of his passage, so what I called $40 cost him $42.50. They were absolutely necessary. The food was carried around in large tin pans and the steward dug a fork into the pan and put a chunk of beef on his tin plate, filled his cup with coffee or tea, as the case might be and passed on to the next.

The passengers slept in rooms consisting of thirty-two berths; that is to say, it was an enclosed space with six berths along one side and six berths over that, and the same on the other side, with a little alley-way

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about that width between (indicating). The alley-way between the two rows of berths would be about three feet, and the berths were six feet long and three feet wide. Each passenger had a space of two feet three inches wide and he took his clothes in there with him. If he had a trunk he could fight for the space under the lower berth, providing the things would go there. That is what the steerage passenger got back from 1860 to probably 1880. Earlier than 1860, but from my own knowledge from 1860 to 1880. Now passengers are berthed in four berth rooms; bedding is supplied; blankets, pillows, clean towels are hung in each room for each passenger, a water bottle with two clean glasses in each room, a mirror is in each room to look at in the morning; there is no water as a rule placed in the rooms because of the fact that the steerage passengers would wet each other's property in washing in the rooms, and there are fine lavatories with running water where they can go and wash and back to their rooms again. There are two berth rooms for men and as I have just said scarcely any room, perhaps a few on each ship, carried more than four passengers, and all their crew. All their tables are laid with white cloths, burnished ware and everything served from and kept in order by various stewards and stewardesses. There used to be only one stewardess on each ship, who never went near the steerage at all; there are stewardesses and a matron on every steamer today. You see the accommodation is almost incomparably better.

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Q. That is true of the steamers generally? A. I cannot speak for New York, but I think it is equally true here. I inspect those ships every day before they sail and we sail three steamers a week from Montreal, and every one of those rooms are inspected by me before the ship goes out, so I am speaking what I know actually about. It depends altogether on the steer-

4324 age passenger himself as to how comfortably he crosses the Atlantic. In one of these rooms—I would often rather go in the steerage than in the cabin; it has an absolutely clean deck, clean as snow, you can eat your food off of it, and if four clean men go into that room it remains so all the voyage. The tables are nicely set, tastefully laid out and the food is good in general.

Q. Then they get more air, more comfort, more conveniences? A. Answering that question, for instance, our steamer today of 10,500 tons and 11,000 tons carry only 950 third-class passengers, whereas
4325 the steamers I speak of, of 3,000 tons, I have known to bring 1400 passengers in it from New York.

Q. That was cruelty to animals, wasn't it? A. That was the way the steerage passengers were accommodated in those days.

Q. How about bathrooms and hospitals? A. In every ship there are three hospitals; there is the maternity hospital, the contagious diseases hospital, and there is another hospital for diseases that are not contagious, a man that has broken his leg or anything like that, and there is a bathroom or water closet adjoining and where there are people unable to go to the bathroom or water closet there are bed-pans and wardroom
4326 stewards to take care of them.

Q. What is the condition as to speed? A. Our ships make the passage running—not the fastest ships but the $31.25 rate applies making the eight days; leave Glasgow on Saturday and reach Quebec on Sunday morning or Saturday evening.

Q. What speed did the old time ships make? A. I have been twenty-two days crossing the Atlantic on a steamer myself. Thirteen to fourteen days. I know the Inman Line used to advertise in the old days eleven to thirteen days, but we were advertising and were apt, like other people when they advertise, to put the

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best face on it that we could, and the ships ran on what they called six week rounds, and if you got in on the fourteenth day we were fairly well satisfied; we had a week to lie in port. They were not the fastest steamers running to New York; then the Cunard steamers beat us a little bit and were perhaps two days faster.

Mr. Guiler: They were not as large as those you are talking about?

The Witness: Two or three thousand tons.

Q. What is the difference in the cost of ships now and then? A. I haven't any figures on that point, but I should say the cost of a steamer today is four times as great as the cost of the ships that were running then. And if you choose to take the larger ships on the Atlantic you can say ten times as great, but I am speaking of the ordinary ship, the ships that are not Lusitanias or the Mauretanias—are not making any stir in the market—our Crampian and Hesperian and Corsican, built within the last five years, would cost four times as much as the steamers running in 1875, such as the City of Chester, City of Richmond and City of Montreal, vessels of that class running here; the City of Brussels.

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Q. You are speaking now of the investment in the ship itself? A. Yes.

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Q. In the old days what was the difference between the charges or rates in the steerage and the second-class, if you had a second-class or first-class? A. The second-class did not exist in those early days; there were no second-class; first-class and third-class.

Q. By the earlier days what do you mean; what years? A. Well, I don't think the second cabin—the second cabin probably about 1880; not before 1880. The Cunard Line used to have second cabin in the steamers, but they carried no steerage. They carried no third-class at that time. When they began the

4330 *George Hannah*

third-class I think they had probably the second for a while and then the second-class began again as a better steerage; it was called intermediate and it was not as good. It certainly wasn't any better than the steerage is today. It was to give the passenger a family room, a six berth room and slightly better fare, and supply them with sleeping room and bedding and napery and cutlery and knife and fork and plates and take care of them, and for that there was a charge made. It never exceeded $10 above the steerage fare, but $10 more than the steerage fare and was called
4331 intermediate. Now, the second cabin is very little different from the first and costs more. Where the steerage rate is $31.25 the second cabin is $50; that is $18.75 more than the steerage, and perhaps $30 less than the first cabin. It comes midway between.

Q. The increase then in the cost of the second cabin is very much greater than the steerage? A. Yes. There is no increase in the first cabin rates, except in very fast ships, such as those of the Cunard Line and North German Lloyd these steamers that cross the Atlantic in five or six days. For instance we have steamers now running from Glasgow to Montreal where the cabin rate is $70, and we have other steamers where the cabin rate is $80, that is sixteen
4332 pounds. You can go back fifty years and you will find the Cunard Line rates between Liverpool and New York on steamers that took ten days to make the passage were twenty-six pounds, about $130 in round figures. You pay for the very fast vessels and the difference today is that they have introduced what might be called superlative accommodations into ships, outside rooms, sitting rooms, which were unknown in those days. When you paid your twenty-six pounds you got the best in the ship and that was all there was to it. You couldn't get better than that; but now you can pay $1,000 for passage across the Atlantic and have a suite of rooms on the Lusitania.

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Mr. Guiler: You are talking about first-class now?

The Witness: Of course; this is all first-class.

Q. Are you able from your experience and knowledge of the conditions to state whether or not in your opinion the current rates are reasonable rates, or are not reasonable rates.

Mr. Guiler: I object on the ground that the question calls for a conclusion and the very point at issue and ask to have the question and answer stricken out.

A. I think they are very reasonable considering what is done for the passengers. The distance the passenger is carried is 3,000 miles; the highest charge is $31.25. This is a small fraction over a cent a mile, and feed the passengers during that time, and provide him with medicine if he is sick; provide him with a doctor and charge him one cent a mile. I don't know of any traveling in the world that is as cheap as that, by land or sea.

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Q. It is relatively very much lower than it once was? A. Relatively, in view of the accommodations provided.

Q. You have been required by the Government, haven't you—

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Mr. Guiler: That is all subject to my objection.

Mr. Spooner: Everything is; you can move to strike the testimony all out.

Mr. Guiler: I do so move.

Q. (Continuing): To make certain changes in your ships which involved a larger expenditure of money? A. That is true perhaps only of the steamers that run to Boston; if you are thinking of the United States requirements, but I should also explain that the Canadian Government follows very closely after the United

4336 *George Hannah*

States Government in all their requirements; they make a study of all the advantages demanded down here and put it into effect in Canada. Almost all of those requirements concerning cubic air space and ventilation and sanitary arrangements are almost all the same in Canada as they are in the United States. Our ships can run to Boston as they are running to Montreal and fill all the requirements of the United States Government, and they certainly are much more onerous than they were twenty-five years ago, but they are all in line of the comfort of the emigrant, giving
4337 him more space. The ships cannot carry anything like the same number of passengers as they could twenty years ago. We could not carry any more, for instance, say 950 in one of our ships that are 11,000 tons when, as I have already said, in steamers of 3500 or 4,000 tons we have carried 1400 passengers, so that that is the difference between ships twenty-five or thirty years ago and the ships of today.

Q. Then you would regard these rates as reasonable rates, having regard to or considering the elements of additional cost in accommodation, improved steamers and facilities in every way as entirely reasonable rates?

4338 Mr. Guiler: I object and ask to have the question struck out on the ground that it calls for a conclusion and because incompetent and irrelevant.

A. I think so, sir. I don't think any reasonable person examining the accommodations provided for passengers can form any other conclusion than that.

Mr. Guiler: I ask to have the answer stricken out for the same reasons.

Q. Have any competitors been driven out of business to your knowledge from the operation of this

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agreement "AA" which is spoken of? A. None that I know of. Well, I am not conversant with the situation in New York so well as some others are, but none that I know of.

Mr. Guiler: I ask to have the question and answer stricken out as calling for a conclusion.

Q. Do you know how many steerage passengers you carried last year altogether? A. Westbound we carried 49,291.

Q. And eastbound? A. One minute, I want to add something more to that, if you will allow me to change those figures; it is 51,976; I omitted the Boston service when I spoke.

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Q. Of that number you carried to Boston— A. 2,785 went to Boston and 4,106 of the passengers at the other ports were for the United States.

Q. But you had nothing to do with it after you discharged them at the other ports? A. No, they went through to the United States. We paid head tax to the United States on 4,106 of that 51,000.

Q. But their relation to the Steamship Company was ended when you landed them in Canada? A. Yes; the railroad company took hold of them then.

Q. That was not commerce of the United States? A. No.

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Mr. Guiler: I move to strike out the question and answer as calling for a conclusion.

Q. What changes has there been, if any, since the early years in the course of operating the ships? A. Crews' wages in the last twenty-five years I should say they are 20% higher than they were, and I presume the cost of provisions is 40% more than it was, the cost of supplies, than it was twenty-five years ago.

Q. You mean wages on your ships? A. Wages on our ships; wages of firemen, sailors and stewards.

4342 *George Hannah*

Q. Even those ships which sail from Glasgow to Canadian ports? A. Canadian ports, yes. When a man got three pounds ten he is now getting four pounds ten a month; where they were getting four pound ten a month they are now getting five pound ten a month. They have Unions now; working under a Union System amongst the seamen and the cost is certainly 20% more than they were twenty-five years ago.

Q. What other items of cost; how is coal? A. The coal is nearly double what it cost 25 years ago. Coal
4343 is becoming scarce in Great Britain; they have to dig deeper for it; the cost of mining is greater now, and the cost of delivery is greater and the quality of the coal is poorer; coal is not so good; where they were paying twenty shillings a ton twenty-five years ago they are paying about a pound now.

Q. What other elements of increased cost that occur to you? A. There are none that occur to me. The three times are crews wages and stores, the cost of the ship, you have that. Of course, shore expenses, the office expenses.

Q. And stevedoring expenses? A. Yes; stevedoring wages have all increased in like proportion.

Q. How about the wireless? A. Well, that costs
4344 —I was almost going to say that was something that was forced upon the steamship company, but they have found it to their advantage to have that there, but we have to carry a whole lot more people.

Q. It is required as a measure of safety? A. Yes, but it is an added expense. These wireless operators have to be provided with a room to sleep in, and have to be attended at the table, and be supplied with food and take away the possibility of carrying that many passengers, and the Government requirement for statistical information—the Canadian and American Governments both do—to carry three officers more

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where we carried one in those days. We carry four now. It is not so much the cost of their wages, but the space they occupy. Every officer who occupies a room takes away the possibility of carrying three passengers.

Q. Any other elements of increased cost that occur to you? A. None occur to me in addition to that.

Q. Do the immigration laws involve an increased cost to you? A. In the way I have been speaking of; only in that way that I can think of. The increased space for passengers, the height between decks, for instance. As the berth decks are extended, of course, the cargo is shut out from the decks below that. The possibility of carrying cargo is lessened by widening the space between the decks here. If you take the space between the main deck and the berths you take away cargo space, and the demands of the United States Government and the Canadian Government have put into operation all the time—while they have been making for the comfort of the passengers they make it cost more to carry them.

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Q. I will ask you this question, whether in your opinion in view of the present requirements, not only governmental but otherwise, of steamship companies a line can be maintained without some stability of rates?

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Mr. Guiler: Objected to on the ground that it calls for a conclusion without showing the facts on which it is based. Also for an opinion which on a merely conjectural matter. Also that it is immaterial, incompetent and irrelevant.

A. Judging from past experience I would say no, they cannot be maintained. The expenses of a round voyage of a ship you may say will be $5,000 pounds and if you only realize 14,000 pounds you are 3,000 pounds short, and if you keep on for a sufficient num-

ber of passages you will exhaust your capital or surplus and you will have to stop anyway, and I am sure in the past myself, specially in New York when I was here, many a voyage has been made when the total returns of the voyage are not half of the amount of the disbursement, and the lines kept on as long as they could hoping that times would change and things would improve and rates would be better and largely from the fact of disagreement amongst themselves and the strong trying to oppress the weak they went out of existence.

4349 Mr. Guiler: All of this goes under my objection?

Mr. Spooner: I know.

Mr. Bullowa: The Senator reserves to you the right to move to strike it all out.

Mr. Guiler: I do now so move.

Q. Have you been engaged in any other business? A. Never in my life; I have been in this business all of my life.

Q. Have you made a close study of the steamship problems? A. I am supposed to know something about that.

Q. That is not answering my question? A. The
4350 only way in which I can answer that, I am about to retire from the steamship business at the end of next month, and I have in my pocket somewhere, not here, a letter in which I have been told by the man who has employed me for the last twenty years that I know a good deal about the steamship business.

Q. You have devoted your business life to this business? A. The whole of it.

Q. To steamships carrying passengers, different classes, including steerage? A. And the passenger business has been my business.

Q. And all of this time on the North Atlantic, be-

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tween Great Britain and the United States? A. The United States and Canada.

Q. You said you were in New York how long? A. Twenty-five years.

Q. You have read this bill, haven't you; I mean the petition in this case? A. Yes, I think I have, yes.

Q. One part of it deals with the agency system which is now in existence; will you be kind enough to state—do you know when that was put into operation? A. Well, the agency system has been in operation so long as there has been steamship companies running.

Q. I know, but I mean the present? A. The difficulty that existed, say forty years ago, in New York 4352
here, was that anybody almost could get commission on a steamship ticket. I have known at 31 Broadway a policeman making $30 a day by running passengers into the steamship offices and getting $3 for every one he brought into the offices. He would watch them coming down the street; he knew them by their looks, and he came in after they went out and got his $3. I have known in Liberty Street where there were two or three what they called bunco offices, where passengers were run in there to get their tickets and their money exchanged and got half sovereigns for sovereigns and put in belt and buckled about their waists, and I have known them to find pieces of lead. 4353
We have brought them back from Sandy Hook from the ship to prosecute these places; not one or two or three occasions, but by the score over a period of years. Along West Street there were any number of bunco shops, exchange offices so-called for roping in emigrants, with runners out working in behalf of these places. That all existed here in New York from the year 1870 to 1880. Yes, I can easy say from 1870 to 1880 until conference took a hold of it and stopped the payment of commission to runners. That is one of the good things this conference has done. No one could get a commission unless a duly authorized agent.

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Mr. Guiler: Objected to as irrelevant, incompetent and inadmissible.

Q. And that also stopped the swindling of emigrants? A. That also followed, and perhaps also the purification of politics in New York and public opinion, and all that sort of thing. However, those things went out of existence and the commission ceased to be paid, and one after another those places were closed up. I don't believe that condition of things that I am describing exists in New York today.

Mr. Guiler: Same objection.

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Q. How did the agents in those days act; were there not irresponsible agents also? A. All of these men I speak of were irresponsible agents.

Q. The agents of the steamship companies? A. Yes; they got their commission from the steamship companies. Some of them did not; some of them that were very bad did not get any commission; they simply swindled the emigrants for a living, but the better class of them here, every one got an agent's commission of $3.

Q. Isn't it true they would run emigrants into boarding houses? A. Yes, and each of the steamship companies in those days kept their own runner to

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patrol in front of their offices to see that their passenger was brought into their own office. That has all been done away with as a result of this conference. There was a regular runner for every steamship line, but besides the steamship line runners there were any number of other runners picking the passengers up on the streets and running them into other offices, sometimes one and sometimes another.

Mr. Guiler: Objected to as immaterial, incompetent and irrelevant.

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Q. What effect has this change in the agency system had in respect to the interests of the emigrant? A. The emigrant has not been swindled. I haven't read of any instance of that kind—I have not been going back here lately. Perhaps you know more about it here in New York than I do. We have it in Montreal now occasionally of an emigrant swindled, but it is no part of it sanctioned by the steamship company today. If that is done at all it is done without the knowledge or sanction of the steamship company, and the interests of the steamship company has been to crowd it out and stop it.

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Mr. Guiler: Objected to as not being on the knowledge of the witness and mere hearsay.

Q. What stopped it? A. The agreement between the steamship lines in conference stopped the payment of commission to runners at the boarding houses, and to places such as these exchange offices that I speak of; stopped all of that; stopped the payment of commission to any and everybody except authorized agents who hold the company's ticket and commission only be paid on the issue of a ticket by the agent to the passenger.

Mr. Guiler: Objected to as being a conclusion and incompetent. 4359

Q. That is, the ticket on a particular ship? A. On a particular ship.

Q. Before that these runners had tickets? A. Yes; they had orders, some of them, but they would get commission without that. They passed the passenger into the office and got the commission; boarding houses got commission. One of the best agents the Inman Company had in this City was a man named Isman who kept a Cornish boarding house in Front Street near the South Ferry; he used to have fifty passengers

4360 a week sometimes. There are no boarding housekeepers that I know of getting commission today anywhere.

Q. State whether or not it is true that at one time prior to the formation of this agency system as you characterize it, there were agents throughout the country who would sell tickets and send the passenger off on some other ship by some contrivance at a lower price and pocket the difference, thereby swindling the passenger? A. Yes, a passenger was sometimes booked for one vessel when he thought he was booked for another vessel and he would get the higher

4361 price. Of course, that was cheap swindling, and a man came on to New York and found that he had a ticket on a ship not what he thought he was going on but for some other ship.

Q. There was a good deal of that at one time? A. Yes.

Q. Was that stopped by this system? A. There is nothing of that kind so far as I know now.

Mr. Spooner: Take the witness now, Mr. Guiler, reserving the right to recall him.

CROSS-EXAMINATON by Mr. Guiler:

4362 Q. Mr. Hannah, the Allan Line prior to the date May 25th or the 16th of December, 1908, took part in the fighting steamer proposition which you have mentioned against the Northwest Transport Company, did you not? A. I don't really know what they were against.

Q. At any rate took part against outside competition in that fighting steamer proposition as you term it? A. Yes; we were contributors to that scheme for that number of months.

Q. Do you know under what minute of the conference that was? A. I really don't know.

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Q. Have you heard of Minute 22? A. I heard of it this morning, and I couldn't tell really what you were talking about.

Q. You don't know what that is? A. No.

Q. At any rate if there were any contributions to be made in consequence of running these so-called fighting or defending steamers you contributed to it the same as the other lines? A. For six months, yes.

Q. And also under Agreement AA for six months? A. Yes.

Q. Do you run any steamers in competition with the outside lines? A. No, sir.

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Q. You were not called upon by anyone to do that, were you? A. Never. We never ran any steamers. I don't know if we were called on or not.

Q. And consequently to your knowledge you never had any claims for compensation yourself? A. So far as I know, no. It would not come through the Canadian office if there were any calls.

Q. It would be through the New York office, would it? A. No, not through the New York office, but through our British office. That thing was not done on this side of the Atlantic at all.

Mr. Spooner: If you did not run any ship you could not have any claim, could you?

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The Witness: No.

Q. But at any rate you were a party, as you said, for six months to that fighting steamer proposition? A. Yes, I understand you well.

Q. And participated in it and then withdrew? A. Then withdrew.

Q. And up to date you are a member of Agreement AA, one of the members signatory of Agreement AA and have continued to be a member under that agreement of the Atlantic Conference? A. Yes, sir.

Q. And your line has? A. Yes, sir.

Q. And is a member of it today? A. Yes, sir.

Q. And is complying with the terms of the AA Agreement is it not? A. I really can't answer that question because I haven't got in my memory at the present day the terms or I presume whatever the terms we complied with it.

Q. That is you lived up to them? A. We lived up to them, yes.

Q. Whatever it is? A. Yes.

Q. Do you remember whether the Allan Line is a member of any other agreement or has signed any other agreement?

4367 Mr. Spooner: I object to that question as incompetent and irrelevant and not proper cross-examination. We admitted in the answer that we are a member of the AA Agreement.

Mr. Guiler: I asked if he was a member of any other agreement.

Q. (Question read.) Has it signed any other agreement besides AA? A. I will have to familiarize myself with just what AA is.

Q. That is the 1908 Conference Agreement, February 5th, 1908, of which all the lines as I understand it, except the Northwest Transport Company signed? A. Is that the westbound?

4368 Q. That is the westbound? A. We are only partially in that, only one-third of our business.

Q. I was not asking for what proportion of your business? A. You asked if we were a member of that AA Agreement and without knowing it is the westbound agreement I answered yes, but now since you told me this is a westbound agreement I will have to correct my answer. (After examining Agreement AA), Now, allow me to correct my answer. We are in this Agreement AA only with reference to the Continental business, which is less than one-third of the whole.

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Q. But you are one of the signers of the AA? A. Yes.

Mr. Spooner. That is admitted in the answer.

Q. Now, as to other agreements; I show you Government Exhibits 10 and 11 and ask you if you are members of the first and second-class agreements covered by those numbers; that is the Agreement V and Agreement W?

Mr. Spooner: Objected to as not proper cross-examination, irrelevant and incompetent under the pleadings. These Agreements do not relate to the subject-matter of this suit. 4370

A. It is a different kind of a thing altogether.

Q. I ask you if you signed those agreements? A. Yes, we are members of these.

Q. Those are first and second-class rate agreements, are they not? A. Yes, that is right, they are first and second-class rate agreements.

Q. And those agreements have been extended, have they not, to the present time? A. They are in effect.

Q. They are in effect today? A. Yes.

Q. And have been carried out by your line? A. Yes. 4371

Q. What lines during this period that you have mentioned, from 1868 on, have you been connected with? A. Practically two lines; the Inman Line and the Allan Line. The Inman Line as I explained became merged with the Inman and National.

Q. But your experience has been exclusively with those two lines? A. Those two lines, yes.

Q. And anything that you have said here in regard to other lines has not been from your personal experience? A. Oh, yes.

4372 *George Hannah*

Q. As an officer or member of those lines? A. Of course, those lines are in constant touch with each other and each knows what the other is doing with reference to rates, and there are certain practices that are common to all and all are affected in the same way, so that one cannot say it is ignorant of what the other is doing.

Q. I would like you to answer that question; that is it is not from your actual contact as an officer or as an employe of the other lines that you state such facts as you have stated here? A. I am speaking for the
4373 Inman Line and the Allan Line and the Inman Line was as much like the Cunard Line as the Allan Line is like the Canadian Pacific Line in Canada.

Q. But the information you have given in regard to the other lines has been what you have been able to gather from your business experience? A. That is right; from personal contact with the people.

Q. Personal contact with other people? A. With the officials of the other lines while here.

Q. You have stated here that certain lines went out of business through unregulated competition with other lines and also through commercial depression? A. Yes.

Q. Now, can you state which of those lines went
4374 out through one or the other or through both? A. I put the answer in lest there might be an element that did not relate to unrestricted competition, and commercial depression had undoubtedly had something to do with it. There were periods of commercial depression that swept over the country that affected the steamship companies, and that was undoubtedly an element; I should say much the smaller factor of the two.

Q. Might there not be some element, however, of business mismanagement or something of that sort?

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A. I daresay that applied to one only you might think so but when it applied to a part of the seven lines it would scarcely be true. Men, pretty bright men, all in touch with each other, all watching each other, they were not likely to be all negligent.

Q. But there were some elements of that in all the cases? A. There might be; I wouldn't say there wasn't.

Q. All the men you have known in those lines you have mentioned were not equally bright? A. No, certainly not.

Q. Or equally capable of holding their lines to- 4376
gether? A. It is not always the brightest men that succeed, though I believe I might say in my experience sometimes dumb luck helps.

Q. And some of the lines which you mentioned there were absorbed, were they not? It was not a question of going out of business, they were absorbed by the other lines; they did not discontinue— A. The Inman Line was absorbed by the American Line; the Inman and National as it was named afterwards, they bought the assets of the Inman Company for what the Inman Company would take for them, their wharves and all things of that kind, and they went out of business and paid as many cents on the dollar as they could.

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Mr. Spooner: They had to sell?

The Witness: They had to sell.

A. (Continuing.) The Guion Line I think discontinued altogether. The ships were sold here and there and they went out of business. At one time the Guion Line had the fastest steamers running to New York. The first Greyhounds of the Atlantic were steamers of the Guion Line. The National Line steamers were among the largest freight and steerage carriers to this port of New York and they disappeared. Went out of business, and so with the Monarch Line and the

4378 *George Hannah*

State Line. The Allan Line and the State Line used their steamers for a little while and then discontinued them.

Q. What lines were particularly in competition with those lines which went out of business? A. All of them against each other. For instance, the Cunard Line, the White Star Line, the Inman Line, the National Line and the Guion Line, those five lines were all British Lines running to Liverpool. The State Line and Anchor Line ran to Glasgow; the Monarch Line I think also ran to Liverpool. I think it ran to Liver-
4379 pool.

Q. From your experience can you state whether the element of increase in tonnage had anything to do with some of these other lines going out of business, increase in tonnage and you might say decrease in number of emigrants at certain seasons? A. I think that question can be answered best by a little explanation. That line that was strongest when the cycles in ship building took place and was able to adapt themselves to the new idea; that is to say, compound engines, for instance, instead of the old direct acting engines where you had so much power for so much less consumption of fuel; where they could adopt the steel hull instead of the iron hull and put new vessels of entirely differ-
4380 ent construction and different engineering ideas—the lines that were strong enough to do that succeeded and went on; the lines whose resources had been depleted by competition could not do that and they had to go out.

Q. It was mostly the case of the other lines not being able to keep up with the times, wasn't it?

Mr. Spooner: Because they were cutting each other's throats. He answered that.

A. That is really the fact, sir. The competition weakened them and when the time came that they must change the formation of their steamers they were not able to do it.

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Q. The fact remains, however, that they could not keep up with the times, doesn't it? A. If they had a fair rate they could have done it and I think if today we were forced to reduce the rates of passengers down to $10 instead of $30 and engineering changes took place in the future as in the past we would have the same condition now. The same thing would happen again as happened then; it is a mathematical question. You cannot maintain a ship if you haven't got the resources to do it with. You cannot change one steamer into another if you haven't got the resources to do it with and you wouldn't have the resources if you did not make a good surplus to lay aside for the new steamers when necessary.

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Q. Isn't it a fact in your experience that in a great many of those cases where the lines went out of business it was the management of the business that was responsible for it by not laying up that surplus which you have spoken of? A. Because they haven't got it.

Q. They did not lay it up, did they?

Mr. Spooner: They didn't have it.

Q. The fact remains that they did not have it when the change came? A. There were years in which the lines did not make anything. They were questions of loss.

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Q. Will you answer that question the way I put it? A. They didn't have the money when the time came.

Q. Might that not be laid up to some extent to the fact that the managment did not see far enough ahead? A. No, I think not.

Q. Not to any extent? A. I think I have already said there were a lot of duller men: all men are not created equal, and there were differences in the men in the steamship companies, and I don't know that the best men were in the business that succeeded, or the

4384 worst in the business that went out. I think sometimes that was the reverse of true.

Q. And sometimes it was true, was it not? A. And sometimes it was true, undoubtedly.

Q. Coming back to that question I asked you before, I don't think I have had an answer to it yet. If you can answer this question I would like to have it. Did not the increase in tonnage and decrease in emigrants have something to do with some of the lines going out of business; increase in tonnage in some of the lines connected with the decrease in emigrants have something to do with some of those lines going out of busi-

4385 ness? A. Probably. I don't know that the two things took place at one time, increase in tonnage and decrease in emigrants. If they did it would probably have that effect.

Q. Did not the increase—take the increase in tonnage alone, did that not have an effect on some of the lines dropping out by there being less emigrants for some lines than there were for others? A. One of the lines was ruined by increasing their tonnage, the Guion Line, for instance, by building the most modern and fastest and best equipped ships that ran to this port, the Arizona, Alaska and Oregon, and the Oregon, the finest of the three, and that finished them. The ex-

4386 pense they went into in building the Oregon was their last straw, that caused them to go out of business, and it was not through the lack of business ability, nor the lack of enterprise or the lack of ships: they could not go on; they over exceeded themselves. The Cunard Line bought the Oregon from them and the other steamers were sold for what they could get.

Q. Yes, but I mean taking it as a whole, viewing the whole situation, say when the big rush of emigration came, or when there was a lack of emigration; from your experience can you not say that at some time or other there was, say, during the eighties or something

like that, such an increase of tonnage when these new engines and so forth came into vogue, that the result was that there were too many ships for the passengers? A. Yes. there were periods along, I think, about 1877 or 1878, when there was a great falling off in business and there was too much tonnage for the business that was going and therefore, there was too little of it to go around and the ships lost a great deal of money.

Q. And that was 1877 and 1878? A. 1876 and 1877, perhaps.

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Q. Did that exist at any future period, that same state of affairs? A. Well, it had, I think, struck the steamship world just as it struck the commercial world; there was a panic, I think, before my day here, 1856 or 1857; that also affected shipping.

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Q. I mean take it at any later day within your experience? A. Yes, we had, I think, in 1894, a very bad time for a while; I don't know that any steamship lines went out of business through that, but business was scarce.

Q. But there had been before 1894 a great deal of construction of vessels for the transatlantic trade? A. There is constant construction going on of ships.

Q. I mean particularly around that time? A. I cannot remember that there were.

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Q. Don't you remember the increase of the ship building on the Clyde around that time? A. I cannot locate any increase about 1894; we got none ourselves in Canada.

Q. Then you wouldn't know about that? A. Perhaps I might not know.

Q. I thought from your experience perhaps you could say? A. I can't remember that there was any increase in ship building conditions.

Q. But take it in general, there has been from, say the eighties up to the present time, a constant increase

in the construction of vessels, has there not? A. Of course, there has been a constant disappearance of the ships that have been running. The lifetime of a ship is at the very greatest twenty years, and it is at its heydey when it is ten years old, and it lasts ten years longer, maybe, as a second-class vessel and at the end of the twentieth year it is gone. I don't know that there are many ships that average twenty years lifetime; they are gone before that time. There is constant building of new ships to take the place of the old one.

4391 Q. During the eighties and nineties there was a constant influx of immigration, say from 1880 to 1890, or 1890 to 1900? A. Ten years apart; 1890 was just after the City of Paris and the City of New York and the Majestic and Teutonic were built, in 1889; they were four large ships that were added to the fleets coming here under the British flag.

Q. I asked you if there was an influx of emigration and especially a great influx from Ireland and Scotland? A. I can't remember just what the conditions were in 1890. I was here in New York at that time. I left at the end of 1892.

Q. You did not follow that phase of it particularly, did you? A. No, I can't remember just what the situation was in 1890.

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Q. You have noticed, however, a constant increase in the building of tonnage, haven't you, from the early days on, say from 1880 until today? A. Oh, yes, constant increase in the size of ships and the number of ships

Q. And did that increase not become very acute around 1908? A. Increase in steamers in 1908?

Q. I mean up to 1908? A. Well, I think not acute, no; I should say it was normal, speaking for our own country.

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Q. A steady increase, wasn't it? A. A steady increase in the number of ships built and in the size of the ships that were built: ships that were built along about that time were all ships of a very much larger class than had been built ten, fifteen or twenty years before.

Q. Are you acquainted with the emigration during the period from 1890 to 1898, sufficiently to state whether that was a steady increase also? A. No, I don't think it was steady. Indeed I know it was not a steady increase.

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Q. It fluctuates a good deal, doesn't it? A. Yes; there were two or three years in which it was perhaps very good and constantly getting better and then it would fall off again, and always impossible to explain. It would be conditions that had to do with the commercial conditions.

Q. Do you remember whether it was from 1900 to 1908? A. 1907 was the largest emigration we ever had, I think, in Canada. It waxed from then until 1907 and then it fell off in 1908 very much; in 1909 it got better again and in 1910 and 1911 it has been pretty steady, and I have in my hand two documents that show the stop came during 1910 and 1911, both very good years, but not as great as 1907.

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Q. 1907 was the good year for emigration? A. With us in Canada anyway it was a great year.

Q. But you cannot state as to other cities of the United States? A. I cannot say it was equally so here without recourse to the documents that I have not got here.

Q. The condition which you have spoken of under the conference I think you have said protects the weaker lines, does it not? A. Yes, by a differential rate.

Q. That is, the weaker lines are able to live, whereas

they could not live if there wasn't those agreements; is that the idea? A. Exactly, that is the idea.

Q. And those agreements also contemplate, do they not, a certain fixity or stability of rates? A. Yes, they do; stability of rates.

Q. And the rates are either fixed by those agreements which I have shown, first and second-class agreements, or subsidiary agreements to AA, are they not? A. There have been from the time that I have been connected with the business, that is 1868 until the present time, agreements amongst the lines for rates unless
4397 when they fell out and somebody kicked over the traces, and then there was war, which would last perhaps six months and great loss would occur; but all the time during that period there was an agreement of rates until just before 1908, when it was thought that these agreements being so loose in character that they were liable to fall away and cause fighting between the lines, that someone originated the idea of applying this—shall we call it a pool—a pool proposition.

Q. I understand it is called that in some quarters? A. I wouldn't like to call it so. It is not the best name to apply to it. As making it much more durable than existed before this agreement, something that would last instead of something that would crumple away on
4398 any slight provocation.

Q. That is, rates were then agreed upon at the conference of the various lines or representatives of the various lines? A. Yes.

Q. In pursuance of these agreements which you have mentioned? A. Yes.

Q. In regard to purchasing supplies for vessels, have you had anything to do with that part of the business? A. Well, I initialled the orders for supplies of stores for our ships every week in Montreal.

Q. But you have the information in regard to what supplies are purchased from somebody else, have you not? A. Yes, we have a purchasing agent.

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Q. You have not personally done any purchasing? A. No; we have a man whose business it is to do that, who studies the market, and we make contracts in the beginning of the season for the meats supplied from one concern, and butter and cheese from another, and eggs from another, and poultry from another and so on.

Q. And the same thing applies to the running of the vessel and the cost of the vessel; you have not had anything to do with that department? A. Nothing except from general information.

Q. That is information obtained from others? A. That as an officer of the company comes to my knowledge. 4400

Q. So that anything that you state about that in this connection is information that you have picked up from other people? A. I wouldn't say picked up. I just stated to you that every article of stores that goes on board the ships requires to be initialled by me before it goes out to the person that serves the ship.

Mr. Spooner: That shows the cost?

The Witness: No; the cost is arranged at the beginning of the season, from year to year, for a whole year.

Q. But, as I said, you have not either run a vessel yourself— A. It takes a good many people to run a ship. 4401

Q. I know, but you have not bought the supplies for the vessel yourself? A. No, I don't buy the supplies.

Q. Either coal or anything else of that kind? A. I don't buy the supplies.

Q. When you talk, therefore, of the cost of operating and the cost of supplies as being so much more now than it was some years ago you give that from what information you have learned from others, is that so? A. Yes. Nearly all the information we have we get from others in some way or other.

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Q. But not from personal experience in purchasing those supplies? A. I didn't buy any coal, but I knew it cost ten shillings a ton at one time and fifteen shillings at another, but I didn't buy it.

Q. That wireless arrangement you spoke of, that is not a material increase in the cost of running a vessel, is it? A. Yes, it is a material increase.

Q. How much would it take to run that wireless stuff? A. I don't know what it costs to run the wireless station; I know what it costs to carry the men. We carry now two operators on each of our steamers who are required to be supplied with a stateroom, and

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that excludes two cabin passengers, and we have to feed these two persons, and we have to contribute a certain amount to their wages and there is a certain amount of expense connected with it.

Q. How much expense would that cover? A. Well, if we add together the wireless operators and the extra pursers and extra people we carry, we are carrying I presume ten more special officers now than we carried ten or fifteen years ago, there is the accommodation to be supplied to those ten persons together with their wages and food and the displacement of passengers that that caused.

Q. And the capacity of the vessels has increased as

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you said from early days? A. Yes, but, of course, it costs more to maintain a larger ship? A ship of 10,000 tons cannot be maintained on the cost of a ship of 4,000 tons?

Q. No, but take the ship of 4,000 tons and take the ship of 10,000 tons, supposing the ship of 4,000 tons—I am just taking an incident, I don't know myself—costs $5,000 to run—I have no idea what it does cost, but I put it at that figure—one voyage— A. Put it pounds rather than dollars.

Q. 5,000 pounds, take that, a ship of 8,000 or 10,000 tons would not cost proportionately twice as much

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as that, would it? A. Twice and a half as much to run it; a ship of ten thousand tons would cost twice and a half as much as a ship of four thousand tons.

Q. What I mean is the cost of running a vessel decreases with the tonnage, does it not? A. No.

Q. That is, if you have a vessel that costs $5,000 to run and you have a vessel twice that size it will not cost $10,000 to run it? A. Yes, that is so far right.

Q. That is as to size— A. The cost does not increase in proportion to the size of the ship, only with this exception: that you take a ship of 15,000 tons, a cargo steamer of 15,000 tons will not cost very much to run; that is to say, it would not run into very big figures, but you take a fast passenger steamer of 25,000 tons and she will cost ten times as much as the cargo steamer of 15,000 tons.

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Q. I was assuming that other things were equal? A. Yes.

Q. I was assuming that speed and everything was equal? A. Yes, it would not cost twice as much to run the ship of 10,000 tons as it would the ship of 4,000 tons.

Q. So that the cost of running the vessels does not increase in proportion to the size? A. No, you are quite correct in that.

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Q. You were stating something in regard to the so-called bunco agencies here; your experience in that line was during I think 1870 to 1880 here in New York, was it not? A. Yes.

Q. About that time? A. Yes; between 1870 and 1880.

Q. And since that time you don't know the conditions in New York with regard to that? A. I left New York in 1892. At the end of 1892 I left New York but the situation in New York had cleared up very, very much for many years before I left here. Therefore, I put it specifically between the years 1870

4408 and 1880. I was twelve years here after 1880 and the conditions were very much better.

Q. Where would you put the day when you say the conditions were very much better than it was during 1870? A. It was a gradual disappearance; it did not clear up in a day or a year; it gradually went away and the best thing that was ever done to abolish it was the agreement of the steamship lines with each other to abolish the payment of commission to runners and boarding house people.

Q. The conference, however, has a rule, has it not, rule 9, which prevents any of your agents from acting
4409 as agents for other lines, has it not? A. If there is such a rule as that it is a rule that is not insisted upon.

Hearing adjourned until Thursday, November 21st, 1912, at 11 o'clock A. M.

4410

UNITED STATES DISTRICT COURT, 4411

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANSCHE- PACKETFAHRT-ACTIEN-GESELLSCHAFT and others, Defendants.	Before: Charles E. Pickett, Esq., Examiner.

4412

New York, November 21, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.* 4413

Messrs. Lord, Day & Lord, by Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

4414 *George Hannah*

George Hannah, recalled:

Cross-examination by Mr. Guiler (continued):

Q. I was speaking last night, Mr. Hannah, about the matter of agents, and I have asked you about Rule 9 of the North Atlantic Passenger Conference; you are acquainted with the rule, are you not? A. I would like to refresh my mind.

Q. I show you Government Exhibit No. 20, and Rule 9 is there? A. Yes, I know this document.

Q. And you know something about the workings of
4415 that rule, do you not? A. The answer to it would be that the whole thing is practically a dead letter; I don't think that this has been circulated in the last ten years, and it is more than ten years since it was printed.

Q. I know it, and some of the witnesses have testified that it was in effect now and was going on? A. At any rate the agents forget it. It is not referred to in the correspondence; there wasn't from our concern.

Q. Rule 9 was to the effect, was it not, that agents could not act for outside lines, other than the conference lines? A. Yes, practically that.

Q. And that was carried out, was it not, by all the lines in the conference? A. No, not as far as our
4416 line was concerned it was not. I can't say about the others, but as far as our line we did not insist that they should not act for outside lines.

Q. Were you willing to have them act? A. We let them act.

Q. Even contrary to the rules of the conference? A. That, as I say, has been practically a dead letter; that was circulated many years ago and has almost passed out of thought.

Q. It has been so far as your line is concerned, but you do not speak for the other lines?

Mr. Spooner: He does not assume to.

Q. But as far as your line is concerned it never mattered to you whether the agents acted for outside lines or not? A. No, we have not insisted on them giving up the outside lines.

Q. So, so far as your line is concerned the rules for the agents and regulations for the agents which you mentioned yesterday has not been of importance to your line? A. Some rules we would insist upon you know; the prompt remittance of tickets; the refraining from criticizing the other lines; refraining from inserting newspaper advertisements concerning other lines, 4418 things of that kind; but this particular rule which you speak of we have not insisted upon.

Q. When you were referring to the criticism of other lines you were referring to those mentioned in a letter from you to Secretary Peters, which is marked Government Exhibit No. 1246? A. I never wrote to Secretary Peters, sir.

Q. From your line; what purports to come from your line to Secretary Peters; that is, that one line should not say that it had the finest boats or the most wonderful ships in the world? A. I never saw this letter before; never had any knowledge of it.

Q. You had no knowledge of it but it appears to 4419 come from Mr. Peters, secretary, does it not? A. Yes.

Q. And appears to have been sent to him? A. Yes; if it was sent it was sent from our London office.

Q. Then your London office takes charge of any conference matters— A. In Europe.

Q. Dealing with Secretary Peters, and not you? A. Yes, not me.

Q. But you would not say that that was not sent from the London office? A. No, sir.

Q. Now, I will read to you from Mr. Ismay's testimony on page 1013, a question that was put to him

as follows: "Now, Mr. Ismay, let me refresh your recollection by calling your attention and showing you what purports to be a report of the Royal Commission on Shipping Rings, page 219, volume four. It is the testimony of Harold Sanderson and is as follows: "—as it is stated here, it is the testimony of Harold A. Sanderson, and is as follows: '—in regard to the pool, the existence of the pool' "—What is their object and purpose? A. The object I should say was to bring about the mutual understanding between those in the trade with a view to maintaining the rates avoiding un-

4421 necessary competition, supplying the trade to the best advantage and avoiding clashings in sailings and otherwise working the trade advantageously for all concerned," and then it went on: "Does that refresh your recollection in any respect with regard to the purposes of pools?" and the answer was: "That is Mr. Sanderson's view." Another question was: "Have you found it in your experience a correct or an incorrect view? A. I think it is very fairly correct." Do you agree with Mr. Ismay and Mr. Sanderson on that? A. Yes.

Q. In that distinction? A. Yes, that is fairly correct.

4422 Q. Now, supposing, Mr. Hannah, that the vessels of all the lines that are carrying steerage passengers were running at their full capacity, would there in your opinion be any necessity for conference or for a pool? A. No.

Q. There would not? A. No, if they were running all the time at full capacity nobody would bother with anybody else.

Q. You wouldn't need to worry about anybody else? A. No, I guess not.

Q. The trouble is, then, Mr. Hannah, that some get more and some get less, isn't that the idea? A. Yes, of their share of the traffic.

Q. Some get the lion's share of the traffic? A. Yes.

Q. And the result is the conference equalizes that? A. Yes, by giving differentials to the weaker line. For instance, the Egypt you mentioned a little while ago about crossing on, used to have a differential as against the Inman Line of about $2 and that differential gave the National Line a good fair share of the steerage business, with the $2 differential.

Q. That is, the conference gives them a certain percentage that has been allotted to them of that business? A. No, they do not; the conference never did that.

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Q. Can you explain it then? A. Yes, the conference—the managers of the Conference Line met together and the manager of the National Line is claiming for his line a differential in the rate as against the Cunard and Inman Line, because each one was a larger cargo carrier and not so good a passenger steamer, and they said we will give you a differential of $2 or $3 for your steamer as against ours, and that line was satisfied with the $3 differential and got its share in the business. If they had not got that they would cut into the rates of the other people because they could never get their share on equal terms; therefore, there would have been a cut in the rates, which would have been met with another cut and another cut and so on down to the minimum of $10.

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Mr. Spooner: What would have happened to the weaker lines?

The Witness: They would have gone out, as subsequently they did.

Q. You never in the steamship business approached that Utopia that I have spoken of? A. Never, and never will.

Q. All the boats have been full? A. At times it has been so.

4426 Mr. Spooner: And the Government means it never shall.

Mr. Guiler: No, we mean they shall.

The Witness: They only will accomplish that by having a monopoly and dropping out all the weaker lines, which, if the Government takes the action intimated in the bill might have that possible effect. If they dissolve all these arrangements then the fight is to the strongest and the strongest will survive and the weaker ones can die.

Q. That is true of every business, is it not? A.
4427 Possibly.

Q. And it is true of individuals also? A. But it is unjust that it should be so. I thought we did not want monopolies.

Q. Then the reason for the conference principally is to divide up the percentage of the business? A. No; the conference never did that. The conference arranged the rate and each company got as much business as it could with those rates; as much as it could; it never divided the business. If you speak of a pool—

Q. They pool the business? A. That is another thing altogether, and I would like to put myself on record here as distinguishing absolutely between a conference and a pool.

4428 Q. Will you distinguish between the two? A. A conference I have said a minute or two ago was where two or three men came together, one representing each line, and arranged for the operation of their several lines, both as to runs, rates and many other matters, and one said you will be satisfied to have $32 for your line, and you will be satisfied to have $25 for your line, and you $30 for your line, and each of these differences was because of some confessed knowledge of superiority or inferiority on the part of one or the other of these lines. Then they would publish their

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rates on that basis and adhere to them for a time at least, and that was the differential; they each got as much business as they could; they could beat each other as much as they liked. There was no division of the business then. That was done in conference in the year 1868.

Q. Now, take the pooling arrangement under AA? A. The pooling went further than that; it was made by some of the Continental lines, not the British lines —they never were ingenious enough I think for that. That conference was not effective enough to secure the desired end. They were continually breaking away from it and falling into violent opposition with each other and fighting those higher rates we have referred to, causing tremendous loss and uncertainty. Therefore, the Continental lines for years before this agreement you spoke of here, made an arrangement between themselves that they would divide the business on the continent of Europe in that way.

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Q. That was about 1892, wasn't it; that was the so-called N. D. L. V. Agreement? A. Yes. I am not sure of the year. They brought the British lines into that arrangement in 1908 and a statement, which was admitted to be practically correct, that a conference could not effect this very desirable purpose because of the reason that it was not solid enough; it would not hold. They were continually breaking away from it and this has secured stable rates. It has not advanced the rates particularly, but the rates have been equal to all lines during that period.

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Q. The rate which you spoke of yesterday of $31.25, that is not the regular rate, or conference rate; you get some differential, don't you? A. No, sir; that is our rate in the conference. Again you come back to the differentials; we have a differential; that is not the lowest rate, I think there is a still lower rate.

4432 Q. You know as a regular thing the rates were somewhere near $38 to $42? A. Some of the lines here, take the steerage passengers who cross on the Mauretania or Lusitania—

Q. I would rather except them; they are in a special class? A. Take some of the North German Lloyd steamers. the Olympic, ships of that class, if they want to cross on that ship they can, but pay a differential rate, a higher rate; whereas, the ordinary rate on an ordinary steamer is about like our rate, $31.25, and that is practically no higher than it was ten years ago. I think it is $1.25 higher than it was ten years ago.

4433 Q. Mr. Winter in his testimony on page 1412 before the hearing on House Resolution No. 543, in volume two of that testimony has stated in answer to this question by Mr. Hawley: "Suppose an independent steamship company has a vessel sailing on Thursday, and there is a reduction of rates to meet that ship's rates of sailing and the vessel of the conference designated to take the passengers over should carry 1,000 passengers, at $21 apiece, for illustration, would the loss to that particular ship, below the published and general rate of the conference lines, be apportioned among the several lines?" and Mr. Winter said, "It need not necessarily be a loss, Mr. Hawley." Now,

4434 do you agree with Mr. Winter in that that the rate of $21 would not necessarily be a loss? A. On a thousand passengers?

Q. Yes? A. It is pretty difficult to determine just the loss on a steerage passenger because, no doubt, as Mr. Ismay or someone else explained, the total earnings of the steamer are taken, the earnings from the cargo, from cabin passengers and second cabin passengers and steerage passengers that take the trip, the voyage, we will say that is all added together; the disbursements for the voyage of the steamer is taken on the other side of the same book and it is either a profit

or a loss. A ship may have a large passenger list and still have a loss if she has practically no cargo. So it is very difficult to answer that question yea or nay. It depends on other conditions, whether they would be profitable or unprofitable. For instance, I should think it would be very much better to have a thousand passengers at $25 apiece than one hundred passengers at $35 apiece.

Q. Then you agree with Mr. Winter in saying that it would not necessarily be a loss? A. I think that practically says the same thing. If they had a good cargo they would come out all right.

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RE-DIRECT EXAMINATION by Mr. Spooner:

Q. What increase has there been in steerage rates of ships during the last ten years? A. To the best of my recollection there has been an increase of $1.25.

Q. Why was that increase made, and what does it represent, if anything, in the way of added cost? A. There was first an increase I think of a dollar on account of the increased cost of coal, which has nearly doubled itself.

Q. When was that? A. About four or five years ago; and then there was an increase of twenty-five cents that grew out of a strike, a large labor strike, that we had in England. 4437

Q. When was that? A. That was two years ago, and twenty-five cents was added to make up for the loss that was incurred by that class of the population of which our steerage passengers consist.

Q. Did that strike result in a permanent increase in the wages of the men? A. Yes, I think it did.

Q. And that necessarily increased the cost of doing the business? A. It put the lines to such a very great expense while the strike continued, and while the ships were tied up, and also when they resumed their sail-

ings the trade had to stand it in some way, and they had to make it up in some way.

Q. And that resulted in a permanent increase of cost? A. Yes, a permanent increased cost.

Q. You recognize the difference I suppose between the transportation in respect to competition and all that and arrangements on ocean and on land between railways on land and ships on the sea? A. The railways on land are regulated by agreements in rates I believe.

Q. I don't mean that; under the Interstate Commerce Laws? A. Yes, the Interstate Commerce Law
4439 permits them to agree upon a rate.

Mr. Guiler: Objected to as the law speaks for itself.

Q. You mean in Canada? A. Also in the United States. There are agreed rates from here to Chicago and San Francisco between the railroad companies. Immigrant rates have been secure and stable from New York to Chicago for a great many years.

Q. Do you mean to say that because the rates are about the same between here and Chicago that necessarily there has been an agreement? A. I think so; that is my opinion. Some agreement between them concerning the rate.

4440 Q. If one railway company fixes and publishes a rate must not its competitors carry at the same rate? A. Well, that sometimes applies; sometimes it does not. For instance, the Pennsylvania Railroad instituted a rate one time from here to Chicago of $1 and nobody else followed it.

Q. Since 1887? A. About 1887 it was, or 1888.

Q. Was that since the Interstate Commerce Law was passed? A. I couldn't say whether it was before or later; it was about that time; in 1887 or 1888 which made the rate—for one whole season they carried emigrant passengers from New York to Chicago for one

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dollar and nobody else followed it. The nearest approach thereto was one of the railroads charged $5. The rate today I think is $15 by all lines.

Q. What was the difference between the effective rate and the character of the business transportation on the ocean and on land? A. Well, of course, on the ocean we feed the passengers; we take care of them; we house them and provide accommodation more like a boarding house and give them bedding, eating utensils, and provide a table for them. That the railway company does not do. The man must get off at the railway station and buy his food. He does not on a steamer.

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Q. It is not absolutely necessary that a railroad train should have freight, is it? A. No, but they have separate trains for that purpose.

Q. You are obliged, however, on the ocean to have it? A. Of course, that is the very great question. I don't know whether it has entered here or not, some ships carry very little cargo—some very large ships carry very little cargo and some comparatively small ships carry a very large cargo. The Mauretania and Lusitania, of 35,000 tons, carry a very trifling amount of cargo, less than a thousand tons—perhaps only 500 tons, and you will find ships on the Atlantic—we have some of them—of 11,000 tons burden that carry 6,000 or 7,000 or 8,000 tons of cargo. In other words, a ship of 10,000 tons carrying five times as much as a steamer of 35,000 tons, but the one is a wholly passenger ship and therefore the differential applies; they must get a higher rate for passengers, both first, second and third-class.

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Q. What would happen—Mr. Guiler has called your attention to the question of whether it is necessary on the ocean that there should be some arrangement as to rates, and you said that if there were none the weaker lines would be driven out of existence? A. Yes.

4444 *George Hannah*

Q. Without some differential by an agreement, that is true, is it? A. I believe that is true, yes.

Q. Suppose they were driven out of existence and the weaker lines were taken off the route, there being four or five strong lines to carry on the business without any agreement as to it, that would mean a fight, wouldn't it? A. I suppose they would go on fighting until the last one swallowed up the others or formed some kind of combination.

Q. Leave out the combination for the present. Suppose the weaker lines having gone out and no arrange-
4445 ment then is permitted as to rates between the strong lines, it is a fight then, is it, to the finish between them? A. Yes, between the strong lines. I would like to say in answer to that comment of yours that the sub-manager of one of the strongest lines in New York said to me about six years ago that another strong line was gunning for that strong line just as that line went gunning for the Inman Line when I was there twenty years before, and he said it was practically the same result.

Mr. Guiler: I want to reserve my objection as usual under the stipulation to the answers that have been given.

4446 Mr. Spooner: You have got that.

Mr. Guiler: On the ground of hearsay and other grounds.

Q. So that you would say as a man who has devoted his life to the steamship business that it is impossible, wouldn't you, to conduct that business on the ocean as it must be without some arrangement for the maintenance of reasonable rates? A. That is right, sir; I certainly say that.

Q. If they were not so, if they could make any such agreements, there would of necessity be a monoply? A. Yes, that would be the case.

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Q. What class of ships are you operating now? A. We have three classes of ships under operation; one first-class might be called fairly fast steamers, turbine steamers of seventeen knots, carrying the mail between Liverpool and Canada, a comparatively small amount of cargo, and fitted up only for first and second-class passengers.

Q. What do they cost, about? A. I am not able to answer the question; approximately I think those ships cost about one million and a half dollars each.

Q. What is the tonnage? A. Twelve thousand tons. The next class of steamer—

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Mr. Burlingham: Is that net or gross?

The Witness: That is gross registered tonnage.

A. (Continuing.) —the next class of steamer is a steamer of about two knots slower than that, fifteen knots; about the same tonnage; carries four times as much cargo and many less cabin passengers but an equally large number of second and third-class passengers as the other ship. She cannot get the first cabin passengers, they want the fastest and finest ships. A very commodious and very fast vessel, but second and third-class traffic.

Q. What did she cost? A. I should say about a million dollars each approximately, not professing to speak very absolutely correct. The third class, a still 4449 smaller steamer, steamers of about 8,000 tons and single screw vessels—the others were twin-screw vessels and older—running to London and Liverpool, carrying only second cabin passengers, no first-class passengers—second and third-class passengers and cargo, carrying a fair cargo for their size, and double the amount of cargo that the first class steamers carry, steamers of the first class that I have named, and on that the rate is the same, 31.25 each. The speed is about thirteen or fourteen knots—thirteen knots.

4450 Q. What is the difference in the cost of the ships that the company is now operating and the ships of ten years ago or fifteen years ago? A. Well, the cost —we are building two steamers now that I presume will cost double the amount of the ships that were built ten years ago, the steamers at present under construction.

Q. What is the increase in cost of operating these ships as compared with the cost of operating the ships ten years ago? A. I think I answered that yesterday; I think it is on record.

Q. I think you did? A. It is on record, I think.

4451 Q. And the cost of coal that you put in? A. Yes, and food and wages; it is all on record.

Q. Has the public any interest in the maintenance and stability of rates? A. Yes, they have. No man wants to pay more than another man for the same thing. Nothing provokes a person more than to find that they have paid a hundred dollars for what somebody else paid $75, either for the land or sea. And it comes down to the steerage passengers in times of war, it very frequently happens that—

Q. What kind of war do you mean? A. Commercial war; steamship war. It sometimes happened one man bought a ticket for $10 somewhere and another

4452 paid $15; the rates were fluctuating so rapidly that between the $10 and $15 before the steamer sailed the rate changed twice, and one party paid the higher rate and the other party the lower rate, and sometimes there were three rates on one ship and that was very distressing to the party. The man who paid the $10 congratulated himself and the other man who paid $15 tried to get the $5 back and he didn't get it because that was the rate when the ticket was bought. The company tried to protect itself from loss as much as possible and tried to save that $5. Therefore there was general dissatisfaction to the travelling public when

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there were fluctuations in the rate. There was no stability. Then another thing that was always more or less in effect while the steamship companies might try to provide the accommodation in some ample manner and food and attendance as at other times, it followed almost necessarily that with a very low rate, the rate of $10, there would not be the same scrupulous attention to the details on board the ships for the passengers' comfort that existed where he obtained a reasonable rate, and $10 is not a reasonable rate for carrying a man across the Atlantic.

Q. Canada has immigration laws? A. Yes.

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Q. Similar to our own; I mean with reference to the question of diseases and intelligence? A. Oh, yes; the same.

Mr. Guiler: Objected to as immaterial, incompetent and irrelevant.

Q. And character? A. Just the same, and in some respects they are more particular in Canada than they are in the United States as, for instance, in the United States a citizen can bring in his wife and children if they have trachoma, or any of these diseases which they make so much of; in Canada they cannot. They would not allow a woman to come in even if a wife of a Canadian citizen, or the children, if afflicted with

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those diseases; she is debarred and if she comes on board the ship she is deported. So they really have more liberty in the United States than they have in Canada.

Mr. Guiler: I ask to strike out the question and answer.

Q. Is it your opinion, a reasonable, stable rate hasn't any influence upon the character of the immigrants who come? A. I think it has been found that a reasonable stable rate secures a better class of emigrants

4456 than this low $10 rate. The reasonable rate brings a person who has husbanded his resources so as to pay the fare of himself and his wife and children. $10, somebody can give him $10 to send him out of the country and get rid of him, which is frequently done. It wouldn't cost much to send you to Canada, there is $10 and buy a ticket and go. Thinking he will do all right if he comes across the pond. Usually he does not and finds his way back again, the Government will send him back too.

4457 Q. Then it is your opinion that the stable rate and a reasonable rate maintained has a perceptible influence upon the character of the immigration? A. Yes, it has.

Mr. Guiler: Objected to as a conclusion and calling for an opinion and conjectural.

Mr. Spooner: I think that is all except this: I shall want to recall him on another branch of the case with some statistics that are not ready.

Mr. Guiler: That is all right; any time you want him.

By Mr. Guiler:

4458 Q. Now, Mr. Hannah, on that ship on which you said there were three classes of rates, the accommodations are the same, are they not; that is, where one man pays one rate, the second man pays another and the third man pays another? A. Yes.

Q. So that the advantage in that respect is the same—some are better off than others on that vessel, are they not; they receive the same accommodations and pay less for it? A. I don't understand that.

Q. What I mean is if you say there are three rates on one ship, one rate of twenty, one of twenty-five and one of thirty dollars— A. During the fight do you mean?

Q. Yes, the accommodations are the same thing? A. Yes.

Q. So that is a real advantage for some of the men who get the $20 rate? A. Oh, yes.

Q. To those who have been able to get it, or smart enough to find it out? A. Yes, well it was usually luck, you know.

Q. You don't think there was any design in their travelling when they saw a rate of $20? A. Well, they bought their tickets that day and the next day another fellow couldn't get it.

Q. Hasn't it been your experience to some extent 4460
that various people wait until they see a very low rate and then take it? A. I think they have been educated to do that within the last two or three years. These steamship companies like the Uranium and North West Transport Company that came there would cut just enough under the rates of the ordinary stable lines to get a sufficient number of passengers.

Q. You mean the conference lines? A. Yes. They came in and made it $5 or $7 less and scooped up a lot of business and I think the public got in the habit of waiting until the time came around when they got a $20 rate.

Q. That accounted for the three rates? A. Yes, I
believe so. 4461

Q. And to that extent it was of advantage to those persons who got those rates? A. Yes. Yet you must consider in connection with it if they got the same treatment on board the ship as the man that paid the regular rate did. If they got as much for $25 as the other got for $31.25 then they were $6.25 better off. But if they did not, if they went on a steamer that was inferiorly cared for and badly provided for, with attendance not so good, many things inferior, then he was sacrificing in comfort what he was obtaining in price.

4462 Q. I was talking about the conference line vessels. I understood if they decreased the rates the man got the same accommodations? A. If it was a conference line steamer and they made that cut they would probably get the same accommodation.

Q. I want to clear up a matter here in my mind. You mentioned that the rates for the last ten years had been increased only $1.25. I want to show you a letter here from Mr. Peters to—one of Peters circular letters, No. 27, Exhibit 936, in which it states the secretary had wired as follows: (reading). Does that refresh your memory as to whether there has been any
4463 change in the rates—it is dated March 20th, 1908—does that refresh your memory as to whether there has been any greater change in rates than $1.25? A. I should explain when I spoke about this $1.25 I was referring to the British rates.

Q. I misunderstood you. I thought it was a general advance? A. This letter you have reference to refers only to Continental rates. It does not refer to the whole of it and there have been very great fluctuations in Canadian rates. While you read there was an advance on that date of $4, if you will take all of the Continental line circular letters you will find there was a reduction of $5 perhaps two weeks later.

4464 Q. And I want to add here that the letter goes on to say: "To which I beg to add that the Allan Line has excepted their Havre direct service?" A. That we would not comply with it?

Q. Yes? A. Yes, sir.

Q. So those rates were the Continental rates between New York and the Continent, were they not? A. Exactly.

Q. And referring to those then you would not say that there has not been an advance of more than $1.25 in the last ten years? A. No. I might equally say they have fluctuated more, have gone up and down to

suit the conditions. The same fluctuations have not occurred in the British rates. It has only been to the Continental rates, and our rates have fluctuated too with the Continental rates to meet the conditions prevailing with the Continental line.

Q. And sometimes where if a line was in the plus in the pool, as it has been called, it would increase its rate so as to decrease the number of passengers, would it not, to get a proper share? A. That has been the tendency, yes.

Q. And if it has been minus it naturally decreased its rate so as to get a greater number of passengers? 4466
A. Yes.

By Mr. Spooner:

Q. Did you point out yesterday all of the reasons which led to the adoption of the agency agreement, that is, all of the evils that were sought to be remedied? A. I think I did, Senator. I think I referred to the existence of semi-authorized agencies in large cities like New York and Minneapolis and Chicago for the sale of steamship tickets and the use of runners.

Q. You did about the runners and you did about the commissions that were paid to runners and boarding house keepers; how about agents? A. They were called general agents at that time that had orders out- 4467
drawn on themselves, not steamship ticket order, but orders drawn on these general agents which were sold all over the country and the passengers sent in to New York here and these general agents would have control of the people.

Q. Not on any particular line? A. Not on any particular line. Drawn on a certain steamship company in New York, and they would bunch these people up together and sell them to the steamship company from whom they could get the largest amount of commission, or the lowest net rate.

4468 *George Hannah*

Q. And they would pocket the difference between what the passenger had paid and the actual passage? A. Yes. They controlled a large amount of business, and this was the same on the ocean as on the rail; very much after the style of the cut-rate ticket office.

Q. You mean a scalper? A. Yes, very much the same as a scalper on the railway and there were these establishments in New York and Chicago and Minneapolis handling large quantities of emigrant passengers every year, having their orders out all over the country and having their agents, and for the lack of unanimity among the steamship companies they could not put that thing down and not until we got practical unanimity could we compel every agent to be appointed by the steamship company.

4469

Q. That operated then as a colossal fraud, didn't it, on the different people? A. Yes, for many years.

Mr. Guiler: Objected to as calling for a conclusion and not within the issues.

Q. Is it or is it not your understanding that you put an end to that fraud upon the people in large part when the agency agreement was entered into? A. The steamship companies addressed themselves to that question and practically as soon as they got together in conference, and that was many, many years before the question of this "AA" agreement and other agreements was ever brought into existence—many years.

4470

By Mr. Guiler:

Q. Wasn't one of the principal reasons why these agency agreements were made so that the steamship lines would not have to pay more than a $2 commission to any agent who brought them business? A. I think the principal reason why those agreements you are speaking of now were brought into existence was because of the failure of the other agreements to continue in effect.

Q. The steamship lines to a certain extent were held up, were they not, by the various agents? A. Yes.

Q. And to a larger commission than $2, were they not? A. Yes, they were.

Q. And it was of advantage, was it not, to the steamship lines to be able to say that we shall only pay you $2? A. Exactly; and it was also an advantage to us that we would not recognize them at all, these orders they put out and do away with the whole thing.

Q. That was one advantage to the lines, that they had to pay a uniform commission? A. Yes.

Q. $2 to the ordinary agent and $3 to the general agent? A. Yes. It was an advantage to the line as well as an advantage to the public. If a man bought a ticket for the Cunard Line he wanted to be sure he went on the Cunard Line. 4472

Mr. Spooner:

Q. The advantage to the public was also an advantage to the lines, was it? A. Yes, it was mutual.

Hearing adjourned until Friday, November 22nd, 1912, at 11:00 o'clock A. M.

4473

4474 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG - AMERIKANISCHE-PACKETFAHRT - ACTIEN - GESELLSCHAFT, and Others, Defendants.	Before, Charles E. Pickett, Esq., Examiner.

4475 New York, November 22, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher; by Charles C. Burlingham, Esq.; for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque; By Nelson Shipman, Esq.; for Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton; by J. C. Spooner, Esq.; for the Allan Line, *et al.*

4476 Messrs. Lord, Day & Lord; by Allan B. A. Bradley, Esq., and Lucius H. Beers, Esq.; for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

Mr. Bullowa: The Russian East Asiatic Steamship Company offers in evidence original of circular letter of Secretary Peters of Jena, G. No. 1,068.

Marked Defendants' Exhibit No. 5.

Also translation of same.

Marked Defendants' Exhibit No. 6.

SIDNEY JOHN LISTER, called on behalf of the defendants, testified as follows:

Direct-examination by Mr. Beers:

Q. Mr. Lister, where do you reside? A. Liverpool.

Q. Are you in the steamship business? A. Yes, sir.

Q. How long have you been in it? A. Nearly twenty-one years.

Q. In connection with what company? A. With the Cunard Company.

4478

Q. During the entire period? A. During the entire period.

Q. In what capacity have you been connected with the Cunard Company? A. In various capacities. I naturally had to start as a boy and I have been through the whole of the passenger department, and the secretarial department, and at present time I am attached to the general managers department.

Q. Will you give particulars as to your familiarity with the steamship business, the North Atlantic steamship business, as to what part you have in the affairs of the Cunard Company and in relation with other companies? A. At the present time I take part, of course, in the conduct principally of the passenger business which comes directly under my jurisdiction, and, of course, our general manager, and I attend all the conferences, no matter where they are held, whether they are held in Liverpool or on the continent or wherever they may be. I take a fairly prominent part in the deliberations, sometimes having acted in the chair for instance.

4479

Q. And you have come to New York to testify in this case, have you not, Mr. Lister? A. Solely for that purpose.

4480 Q. Were you in London in January and February, 1908? A. I was, sir.

Q. When the Agreement AA. was under discussion? A. I was.

Q. Did you take part in the deliberations which led to the making of Agreement AA? A. I did.

Q. Are you familiar with the conditions which led to the making of that agreement? A. Yes, I think I can say I am.

Q. Prior to the making of the Agreement AA. in February, 1908, were there any conferences between the steamship lines, including British Lines? A. Yes,
4481 there were from time to time conferences.

Q. For about how long had that period of conferences continued? A. Off and on for many years.

Q. About when did it start? A. I can recollect conferences since the time I joined the Cunard Company.

Q. That would be about twenty years? A. About twenty years.

Q. Has that period of say twenty years past been a period of a succession of conferences and agreements between the passenger lines on the North Atlantic? A. Yes, it has, I should say.

Q. What was the purpose of those conferences between the passenger lines prior to the making of
4482 Agreement AA.? A. The purposes, the main purpose was to see that the business was conducted on proper lines.

Q. What do you mean; explain that a little more fully; what you mean as to proper lines? Do you mean, say, to avoid something? A. It was to avoid as far as possible disturbances in the trade; it was to insure as far as possible stability in the trade.

Q. And also stability in the rates? A. Stability in the rates. The agreement proper—they were all rate agreements; they were really rate agreements attached to which there were rules covering the conduct of the business.

Q. They related you say particularly to rates? A. To rates and regulations for agents.

Q. Regulations of what nature for agents? A. Regulations for the controlling of the agents, such as what passengers he was permitted to take and making sure that he didn't do anything that he ought not to do; a sort of giving him the rules under which the business was to be conducted by the agents.

Q. Against undercutting? A. Against undercutting.

Mr. Guiler: You are leading the witness, to some extent, I think, but I don't object. 4484

Mr. Beers: I want to bring out the facts; I think we all understand it.

Q. Is it a fact that there have been during the last twenty years a series of these conferences? A. Yes, it is a fact.

Q. Were they continuous? A. They were practically continuous.

Q. Have there been breaks in them? A. There have been breaks.

Q. Why were they not continued; can you say why they were not? A. Well, because they—in the first place they were—the notice was a very short notice; the notice to terminate was a very short notice; in 4485 some of the agreements I think it gave fourteen days' notice, with a result that any one of the parties that thought he had a grievance, imaginary or otherwise, immediately flew to the notice clause and gave his fourteen days' notice, so that at the end of fourteen days it made chaos in the whole business.

Q. Did that at intervals lead to rate wars? A. That at intervals led to rate wars.

Q. What do you mean by chaos in the business; do you mean rate wars? A. Rate wars; constant break-

4486 *Sidney John Lister*

ing of all the regulations that may have been for the conduct of the business.

Q. Do you know what the reasons were which led the lines to make the Agreement AA.; if so, will you state what they were? A. Yes, I think that the main reason for making the Agreement A. A. was to prevent, if possible, these frequent breakings away from the agreements which had been the practice under the previous rate agreements, and I think so far as the British Lines were concerned, they recognized that the continental pool which existed between our
4487 friends, the Continental Lines, had been built up on many years of experience, and they felt that what had apparently been good for the general conduct of the trade on the Continent could also be very well applied to the conduct of the business in Great Britain and Scandinavia; therefore, the meetings took place and the lines got together with the result that a general pool as under Agreement AA. was formed.

Q. Was AA. made to affect the same—to act for the same general purpose in the business but with a stronger obligation as to the lines—I mean as compared with the conferences? A. Yes, to insure more stability in the business.

Q. Was it also intended to insure more stability in
4488 rates? A. I cannot say. It was not so far as rate wars were concerned, except a pool was made for a certain period; it was for a longer period than the previous rate agreements had been made for, but it was not necessary to insure higher rates because the rates had been in operation since the pool was formed. The AA. Agreement was, I should say, practically very little different from what it was prior to the A. A. Agreement.

Q. Can you state what the effect of rate wars has actually been on the business of the lines? A. The most disastrous effect, not only on the business of the

4489

lines, but on everybody concerned; disastrous to the lines in that a very low rate was in operation, disastrous to the passenger in that he did not get all of the comforts that it might have been possible to have given him under different conditions, and disastrous also to the United States, because it encouraged a lot of agents whom the lines, in other times except rate wars, had weeded out of the business drifting in again to the business and endeavoring to book a lot of totally undesirable emigrants.

Q. How low have third-class rates fallen at times of rate wars, that is, in your recollection? A. I have known them to be down to two pounds, and I think I am quite right in saying that one of the lines, but I cannot think at the moment which it was, went down so far as thirty shillings for one steamer. I know they went to two pounds, but I think they went to thirty shillings for one or two steamers.

4490

Q. A rate of two pounds—that means that the steamship company was doing business at a loss, does it not? A. Yes, certainly.

Mr. Guiler: I ask to have the question and answer stricken out as calling for a conclusion.

4491

Q. If a steamship company in the North Atlantic carries a passenger from Europe to the United States at thirty shillings or two pounds, it is doing business at a loss, is it not? A. Yes, doing business at a loss.

Mr. Guiler: Same objection.

Q. Please state whether in your experience the business of passenger carrying steamship companies is particularly exposed to temporary competition from the outside? A. It is particularly exposed.

4492 Q. Why? A. Well, the ocean is a very large field. It is perfectly free; it is different to the line on land, where railroads operate. Before a new railroad can operate that railroad—I don't know whether it is so in the United States, but I dare say it applies as it does in England, that the railroad has got to go to the powers that be and obtain a bill, get a bill passed enabling it to construct this railroad and enabling it to buy its site, and then it is exposed to opposition on the part of every interest that one can possibly conceive of. But in the steamship trade on the ocean you only want one boat with a tight bottom to cross the Atlantic with, and the Atlantic is yours.

4493 Q. Steamers can be taken from any part of the world which can be made temporarily available for the business? A. Quite so.

Q. Within the period while you have been in the steamship business, say the last twenty years, during which, as you said, there have been a series of conferences, do you recall any passenger lines which have been forced out of business in the North Atlantic? A. I cannot recall a single line that has been forced out of the Atlantic business since 1892.

Q. Do you know of any that has been forced out before that time? A. Well, I believe there were lines

4494 which for one reason or another, went out prior to that time. I think, for instance, the Inman Line disappeared; I think the Guion Line disappeared.

Q. But that was more than twenty years ago? A. And the State Line, I think.

Q. But that was not during this period of conferences to which you testified? A. Not in the period to which I am testifying now.

Q. Are you familiar with the practical workings under Agreement AA. during the last four years and longer? A. Yes.

4495

Q. Did that come under your personal observation? A. That came under my personal observation, yes.

Q. Has it been any considerable part of your duty to observe the working of that Agreement? A. It is practically my main duty.

Q. Have the provisions of Agreement AA. practically operated to prevent competition in third-class business between the lines which were parties to that agreement? A. No, they have not operated for that at all; they have not prevented competition in the least. The lines are just as eager now to get passengers as they were before.

4496

Mr. Guiler: Objected to as calling for a conclusion and I ask to have the question and answer stricken out.

Q. Third-class passengers? A. Absolutely. It only applies to third-class passengers.

Q. I understand that. That is, they try to get all they can? A. Naturally; I am quite sure, I think, speaking for the Cunard Line, we let nothing go if we can once get our hands on it.

Mr. Spooner: You don't let go after you get your hands on it?

The Witness: We do not, you may be sure.

4497

Q. During the period which has elapsed since the making of Agreement AA. have third-class rates in the North Atlantic changed? A. Very little.

Q. Have there been any fluctuations? A. There have been slight fluctations, but very little material change.

Q. It has been substantially a stable rate? A. Substantially a stable rate. We tried, as I said before, and I repeat it again, to get stability into it. One thing that occurred here I might say, that is, here in America, there was a pool controlling the passengers after they left Ellis Island, which I believe was drawn

4498 *Sidney John Lister*

up with the idea of preventing any chaotic condition in the control of the immigrants going to the west, and all that we sought to do under the Agreement AA. was to try and apply what must have been good in railroad organization here to the steamship organization.

Mr. Guiler: Objected to as not responsive nor within the issues, and I ask to have the question and answer stricken out.

Q. Agreement AA. provides that each of the passenger lines shall have a certain percental partici-
4499 pation, as it is called, in the business? A. Yes, it has.

Q. Have those percentages been actually subject to change as affected by the experience of the lines as they proceeded under it? A. You can rest assured they have. The Cunard Line is willing to change them a bit more.

Q. They have been changed? A. We have demanded more than when we started, because we showed that we were able to get it. We simply went out to get the business just as we did before Agreement A. A. was formed.

Q. And as the result of that was the percentage of
4500 the Cunard Company changed? A. Yes; our percentage was increased. I am not quite sure of the extra figure—I haven't the figures in front of me at the moment, but our percentage has been increased.

Q. Was that change made because you had actually carried—

Mr. Guiler: I think you should not lead him so much.

Q. Why was the change made in the Cunard rate? A. Because we had shown that the percentage which was allowed to us at the outset was not sufficient. We

proved that we were able to command a larger, and carry a larger, number of passengers, and obtained a larger number of passengers than the percentage provided.

Q. How did you prove that? A. By our activity in the trade.

Q. By getting it? A. By getting the business.

Q. Not by argument? A. Not by argument at all. We could never convince our friends simply on argument; we have to show them hard facts at the same time.

Q. How did you get more passengers, or a greater percentage of the business than you had before; by what means? A. I can't say, except from our activity. We never slackened off the least bit; the work went on just as it had gone before. 4502

Q. As though there had been no AA. Agreement? A. As though there had been no AA. Agreement at all.

Q. Has there in fact been a competition between the lines, parties to the AA. Agreement, in respect to the number and size of steamers since February, 1908? A. Yes, it has been active rivalry. In fact, we have added new steamers since 1908. There is rivalry now. Everybody is adding to its fleet just the same way it did before. 4503

Mr. Guiler: Objected to as not calling for facts but conclusions.

Q. How many steamers has the Cunard Company built or ordered since February—since February, 1908? A. We have actually ordered built, already built or ordered, five large new steamers for the Atlantic trade.

Q. Are any of them ordered or built larger than any of the Cunard fleet now? A. Well, I believe we

4504 *Sidney John Lister*

have got one building, but whether larger I would rather not say at the moment.

Mr. Guiler: That would be a "superlative," wouldn't it?

Q. Are these vessels ordered to which you just referred vessels of the highest class? A. Of the highest class. I believe I can say all of our ships are of the highest class.

Q. Can you state what effect the making of the AA. Agreement had in making possible the ordering of those ships? A. Yes, I think I can say that
4505 with the A. A. Agreement behind them the steamship companies felt that they could embark out and build new ships. It is perfectly obvious that if there was no stability in the business we could not embark out and put a lot of capital in new ships. You might enter an agreement which was subject to fourteen days, or even a month's notice, and at any time you might order a ship costing a very large sum of money and directly you have ordered that ship they get a rate war and the natural disorganization that follows a rate war would—we launch the new ship at a time when it was bound to be a most unprofitable undertaking. With the AA. Agreement the lines feel
4506 they have something behind them which enables them to build these new ships, to obtain all the improvements that time shows and to provide better transport for the passengers.

Q. When you said that the existence of Agreement A. A. enables the line to contract for these large ships, are you referring to hope of the line of getting more money or to the element of stability? A. The stability.

Q. You have testified as to what the Cunard Company has done in building and ordering ships since February, 1908; have the other principal lines, parties

to Agreement AA. also to your knowledge increased their fleets, or ordered new vessels during the same period? A. Yes, I believe that everyone of the steamship companies has added new boats to its fleet since 1908; either added or is adding. I think the only one that has not added is the American Line.

Q. Has there been, to your knowledge, since the making of the Agreement AA. active competition between the lines which were parties to that agreement in respect to the quality of the service which they rendered?

Mr. Guiler: Objected to as calling for a 4508
conclusion.

A. Yes, there has been active competition.

Q. Will you state the particulars? A. It runs into details—

Q. Referring now particularly to the service which they have in their third-class passengers? A. Yes, there were many improvements brought about. For instance, we tried to outdo each other in what we could do, what accommodations we provided for the passengers. Nearly every passenger crossing the Atlantic now is accommodated in a small room with electric lights in their cabins. We might go out and put wash basins in their rooms; another company 4509
might not do it. We might give them clean table cloths for breakfast, supper and dinner and would give them perhaps cups and saucers where they might have only had mugs. I don't want to worry you with all these minor things, but they are all the little things which occur to us in building the ship. In fact, we all watch what another steamship company does; merely watch and wait and see what there is on that ship and see if we really cannot go her better.

Q. You are now speaking of third-class, are you? A. I am speaking of third-class.

4510 Q. Has the Cunard Line in fact, within the last four and a half years, made improvements in the service and accommodations given to the third-class passengers, and if so, won't you state them in detail; we would like to know that? A. I think I have pretty well covered the ground in my last answer. We have practically provided small rooms for all the passengers—

Q. All the third-class passengers? A. All the third-class passengers. We give them smoking rooms; we gave them smoking rooms before 1908, but we probably improved on them in some way. The bedding
4511 possibly has been improved. In our dining saloons now they have got revolving chairs. They got those prior to 1908, but still they have been getting those since, with other improvements that we have been able with experience to put into the ships.

Q. What arrangements are made now by the Cunard Company as to the food of the third-class passengers? A. You mean that we provide the food for the third-class passengers; and we give them the best that can be given to them. They get breakfast, dinner and tea—

Q. I want to make my question a little more definite. What is their food—from the same stores as the
4512 food of the first and second cabin? A. There is only one store on the ship in which all the eatables are stored, and the food comes from the same stores. I don't want you to think that we give them grouse and oysters and things of that kind, but what they do get is cooked from the same stuff that is cooked and dished up for the saloon passengers.

Q. And the same quality of food? A. And the same quality of food.

Q. Is it served by the company's stewards? A. Served by the company's stewards.

4513

Q. They don't wait on themselves? A. Oh, no, no one waits on themselves. They are all waited on, everyone of them, by the stewards.

Q. What are the arrangements now in the third cabin as to toilets and baths? A. We give them toilets and baths, and I think we have even gone to the extent of giving them shower baths. If they do any good I won't say. Closed toilets, whereas, in the olden days, I believe they were just one long stall; now I think they have a certain degree of privacy, just the same as the saloon passenger has.

Q. What effect has the existence of Agreement A. A. had on the making of the improvements in the third-class service to which you have referred? A. The existence of the AA. Agreement as I have mentioned before, has enabled us to provide those improvements. I seem to be repeating, but it is the old answer, the assurance that we had that we could provide them that prompted us to do so.

4514

Q. Have you found in your experience in the business of the Cunard Company that the third-class passengers have shown any marked preference for any particular type of the company's ships? A. Yes, I think they go for the best. The third-class passenger now is not the third-class passenger that he was twenty years ago. Now he is just as keen as the saloon passenger in getting the very best that can be provided for him, and so far as that is concerned certain passengers will pay for the best and willingly. I think I am right in saying that our two fast boats, the Lusitania and Mauretania, are our most popular third-class ships, despite the fact that we charge a little more for them in return for the extra speed we give them than the other ships in our fleet. I might add the same thing applies to the Atlantic as applied to the linking up lines bringing our passengers, for instance, from Scandinavia to England.

4515

4516 Q. To what do you refer? A. There the passengers demanded more than was being given them; the ships have been improved.

Q. Are you now speaking of lines running between Scandinavia and England and to eastern England? A. Hull and Grimsby.

Q. Has any increased demand on the part of the third-class passengers been brought to your attention by those lines running to Scandinavia? A. Yes; what I had in mind was that the Messrs. Wilson who own the North Sea steamships, came to us and told us that the passengers were demanding so much more,
4517 that they wanted more privacy, they wanted more comforts, they wanted better food, and they said we are quite willing to provide it, but the expense of providing it is heavier now than what it was before and we cannot give them what they are wanting for what you are paying us.

Q. That is, what the Cunard Company was allowing the Wilson Line for that part of the voyage? A. For that part of the voyage.

Q. Are you familiar with the history of the development of passenger ships in the North Atlantic? A. Yes, I think I am.

Q. Has there ever been a time when a third-class
4518 passenger received more for his money than he does now? A. There never was a time. I can answer that perfectly and with ease. There never was a time when he got what he is getting now and it seems to me he is getting more all the while.

Q. Were you familiar with third-class rates prevailing in the North Atlantic passenger business before Agreement AA. was made? A. Yes, sir.

Q. Have you been familiar with those rates since? A. Yes, quite.

Q. I ask you how those rates compared in their amounts before and after the AA. Agreement; I

am not now speaking of the period of rate war before AA. Agreement, but average condition before the agreement, and average conditions after the making of Agreement AA.; say, comparing the period within eighteen or twenty years before Agreement A-A. and the period which has elapsed since the making of Agreement AA., how do those rates compare? A. There has been not more than very little variation. Even in stable times the rates have been pretty much the same. I know of some ships crossing the Atlantic now which are charging higher rates than they were ten or twenty years ago; for instance, the Lusitania and Mauretania are able to command a higher rate 4520
than was in operation at that time, but taking it on the whole, I think I can fairly say that in average times, both before and after, there was very little variation.

Q. Take a ship like the Campania, the prevailing rates on that ship since February, 1908, how would they compare with the rates on the same ship, say, ten or fifteen years before February, 1908? A. I haven't got the actual figures in my mind—

Q. In a general way? A. In a general way, I think there is very little change.

Q. Have the expenses of maintaining steamship service increased during the last twenty-five years? 4521
A. Very considerably; very considerably.

Q. Can you give any of the particulars in respect, for example, to coal? A. There again, I think—not the actual figures—but I can speak from actual experience and I know that about 1897, for instance, I think it would be, when I was in the secretarial department of the company, which at that time bought the coal, we probably were paying—

Q. You said you "probably were paying"; can you say you were? A. I can truthfully say we were paying about eleven or twelve shillings a ton for coal,

4522 *Sidney John Lister*

for South Wales coal, and where it is costing us at the present time at least eighteen shillings a ton, maybe a little more.

Q. Has there been any change, to your knowledge, in the general prices of the provisions which the Cunard Company has had to buy? A. Nearly every item has gone up in the last few years. The steamship company has just experienced what people are experiencing on shore that the price of nearly every commodity has gone up. I might particularly mention we are paying a lot more for meat now than we were. I dare say there are many items I cannot give
4523 in detail now, but the prices of nearly everything have gone up.

Q. Has there been any general increase in wages which the Cunard Company has had to pay within recent years? A. Yes, there has. We have been subject in England to a great deal of labor troubles or difficulties. Even prior to our labor difficulties it was recognized by the steamship companies that we were calling upon the people on board the ships to do more than they had been doing before. For instance, the stewards probable have to do more, and more was expected by the passenger, more was expected by the passenger of the steward who waited on him, and it
4524 was a little harder work, and the steamship companies take that into consideration and gave certain crews on their ships advanced rates of wage. Then again our labor trouble in the last two or three years has caused an enormous increase in our expenses. Nearly every man on the ship at that time came out and the steamship companies had to concede to a certain extent and to a great extent the demands that were made.

Q. Does the Cunard Company at the present time pay considerably more for wages than it did for the same kind of services say ten years ago? A. Yes, the Cunard Company is paying considerably more to-

day for the same kind of service than it paid two years ago, three years ago.

Q. And have wages been going up for a period of years past; has there been a progressive increase? A. It has been a progressive increase for some few years.

Q. Does that progressive increase also apply to the cost of provisions and coal, to which you have referred? A. Yes.

Q. Has there been, to your knowledge, an increase—

Mr. Guiler: Unless our stipulation extends to the leading questions I think I must object once in a while to what you are asking here. 4526

Q. Will you state, Mr. Lister, how the cost of steamers building now compares with what the cost of similar steamers are or would have been prior to the making of Agreement AA.? A. The cost of shipbuilding in Great Britain has gone up to a very remarkable degree. A ship, for instance, that could have been built possibly two years ago for, say, 200,000 pounds, the steamship company would probably have to pay today at least 250,000 pounds, possibly more, for an exactly similar ship.

Q. Do you know of your own knowledge of any such instance? A. I do. I know of my own knowledge that ships which we have ordered and which have been delivered and which within a short period we have practically gone out to the builders for a duplicate, we have been asked by the builder anything from 50,000 pounds to 60,000 pounds more for a similar ship. 4527

Q. For a sister ship? A. A similar ship.

Q. Have there been any changes in the provision for safety of passengers during the last twenty-five years? A. Yes, there have been many. For instance, the old single screw ship, to which a great deal of

4528 an element of danger attached, has practically entirely disappeared. The steamship companies have been able to avail themselves of all the improvements that science has brought out.

Q. When you now refer to twin screw steamers, that involved the installing—twin screws involve two engines? A. Two engines against one.

Q. And it takes more space? A. It takes up more space.

Q. More dead freight? A. More dead freight.

Q. What are the elements of additional safety in the twin screw boat over a single screw boat? A.
4529 If you went to sea in a single screw boat and the screw went or the shaft went, there you are. You can then realize what the result would be, but in a case of a twin screw boat, we only ourselves had a twin screw boat last year crossing the Atlantic, and one of the shafts developed a flaw, and that ship was enabled with her other engine to arrive safely at her destination and go back to England again.

Q. Within what periods have bilge keels been introduced? A. Bilge keels have been introduced, sir, I think possibly in 1895. If I am a year or two out you won't find any fault?

Q. No. Will you explain what bilge keels are and
4530 their purpose? A. A bilge keel is what is termed by some people a rolling chock; it is an abutment from the side of the ship underneath the water; it proceeds a certain length along the ship's side to prevent her rolling, to make her more comfortable. On the side of the ship you have a bilge keel going probably two-thirds of the length of the ship to—

Q. A projecting flange? A. A projecting flange.

Q. On each side of the hull of the ship, about as the sides curve to the bottom? A. Almost at the bottom of the ship.

Q. To produce stability? A. To produce stability.

4531 Q. I call your attention to submarine signals; during what period have those been introduced? A. Only the last few years. That is a good thing for safety, especially in thick weather. The ships have a bell and though I cannot tell you exactly the technical effect, but on all the ships there is also a bell and the sound—the ship's people have these receivers that are fitted on the ships that are enabled to pick up the sound of the bell, and if the sound of the bell came on their starboard side they would know what lightships—these submarines's signals help them in foggy weather to pick up things they cannot see.

4532 Q. It eliminates the variation that is caused in foggy conditions by the various fog banks in the atmosphere? A. Yes.

Q. Causing sounds to reverberate back and forth so that you cannot tell from which direction the sound comes? A. This sound comes under the water, you see.

Q. About when were these submarine signals introduced; has it been within the last twenty years? A. The last two or three years.

Q. Within what time has the wireless apparatus been introduced? A. The wireless apparatus, it was first put on our ships in, I think, 1900, or 1901.

4533 Q. Has the use of electric lights in the steamers of the Cunard Company been increased during the last twenty years? A. Well, yes, it has been increased, because during the last twenty years we had some ships then that had no electric light at all; they had oil lamps.

Q. Have those oil lamps been eliminated within the last twenty years? A. They have been eliminated.

Q. And replaced by electricity? A. Yes. That is, for the general lighting of the ship.

Q. Has there been any difference in the expense of conducting the service of the Cunard Company dur-

4534 *Sidney John Lister*

ing the last twenty-five years caused by the United States Immigration Act, and if so, will you give particulars? A. There has been a great deal of expense attached to the steamship companies and to the Cunard Company through the United States Acts. The United States expects us to live up to a very much higher standard—I don't say we did not always live up to a high standard—but expect us to live up to a very high standard now.

Q. And that is especially on account of the Immigration Act? A. Yes; and we have to see that all our agents live up to a higher standard; we have got
4535 to see that the whole of our business is conducted in the same fashion. The bills for printing, notifying the agents, keeping agents in touch, closely in touch, with all the changes that may take place in various regulations have entailed a great deal of extra expense to the companies.

Q. What precautions have the Cunard Company actually taken in the selection of the agents who sell its third-class westbound tickets? A. Well, we have, of course, got rid as far as we possibly could of all undesirable agents; we will have none but the very best we can get hold of. Along with the other companies two or three years we issued a system to insure us
4536 that we were getting the class of men who was good, stable and likely to live up to what we expected of them. All of this costs money. We keep travellers who are continually going around to educate the agents up to what is required of them, to explain any point that they must be particular about before accepting money from a passenger or attempting to book a passenger. We are continually watching the agents, both by circulars and by personally visiting them to see that we have the best people and to see that they are doing just what they really ought to do.

4537

Q. What precautions does the Cunard Company take to avoid having tickets sold to emigrants to the United States who will not be acceptable under the Immigration Act here? A. I think I would be quite content to let the Ellis Island records show what the Cunard Company has done, but I can give a slight incident to show how anxious we are to keep what we believe is a good reputation at Ellis Island. We absolutely have turned down all continental agents in Liverpool. For instance, we won't let any foreign agent in Liverpool book any passenger such as an Armenian or Turk or any of those that we know there is any suspicion about. Any one we know might be deported from Ellis Island. That is just a small incident. All the while we are endeavoring to book only the best people and those that we know will be accepted. But that is just a particular incident that I can recall at the moment.

4538

Q. What precautions have been actually taken by the Cunard Company in respect to the physical examination of the emigrants to the United States seeking to embark—to show that they complied with the United States Immigration Laws? A. I quite follow what you are asking about. I think it is since 1908—I am sure it is—that we have absolutely taken in and formed—taken into our employ a medical superintendent, and made him solely a member of the staff. He gives his whole time to the company's work at a very heavy cost to the company. We had the passengers examined before but it is only within the last year or two that we paid what we are paying for examinations. This medical superintendent of ours has for years been engaged in the examination of passengers and he quite realizes what is likely to be accepted by the United States officials, and he weeds out and stops those from coming whom he thinks would not be admitted. It has been a great help to us

4539

4540 because every passenger that has been rejected from the United States is examined by this medical superintendent on their return and he sees exactly what the United States officials have rejected that man for, and it is a guide and aid to him in future; if he came across a passenger who had been rejected for a certain thing he would stop such passengers in future from going to America at all. We are very proud at the present time of our medical arrangements.

Q. Have they been built up in a day? A. No, they have been built up from many years of experience.

4541 Q. Has there been any increase of expense of service of the Cunard Company in the last twenty-five years, caused by the statutory requirements either of the United States or of England, other than Immigation Laws, in respect to the third-class service? A. Yes. I cannot quite tell you all in detail now, but one country puts laws into operation and says you must carry passengers from this country under those laws, and another one you must bring them in under these laws, and between the two you often come to the ground, and I think it is only within recent years the carrying capacity of the ships has been very much affected by the laws which have been put in operation by the United States Government.

4542 Q. That is such laws as laws requiring a certain amount of air space for the passengers? A. I don't remember what the particulars are, but they want on certain decks a certain amount of space and on another deck you must have another.

Q. Can you state from your experience what effect a rate war has on the character of the emigrants from Europe to the United States?

Mr. Guiler: Objected to as conjectural, immaterial and irrelevant.

4543

A. Yes. You get during the rate war the dirty people that the steamship companies—I don't say how much or all—but it is what we are liable to get; the very people who in times of regular stable business we are keeping out. A rate war brings up again all these undesirable agents. That is the first thing it does. Then they encourage every one whatever who has got a few shillings to go to America. The natural result is that the steamship companies might be inclined to accept as many passengers as they can to make both ends meet, and the liklihood of the United States being afflicted with a very, very large number, an enormous number, of undesirable passengers.

4544

Q. How long has the Cunard Company been in business, Mr. Lister? A. Since 1840.

Q. Continuously? A. Continuously, sir.

Q. What lines does it now maintain? A. It maintains lines—its North Atlantic Lines between New York and Liverpool, and between Boston and Liverpool—and between London and Canada. Then we operate a line of ships from the Mediterranean to New York, and we also operate a line of cargo ships between Liverpool and the Mediterranean and between Liverpool and France.

Q. What percentage of the tonnage of the Cunard Company comes to ports of the United States—about what percentage of the total? A. I should say between eighty per cent and ninety per cent.

4545

Q. How many vessels has the Cunard Company now in the service? A. We have at the present moment twenty-five vessels in actual existence, and we have four either under actual construction or for which the order has been given.

Q. Can you state what the dividends of the Cunard Company has paid have averaged for the past thirty years? A. Yes. Our dividend during the past thirty years has been just under three per cent.

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Mr. Guiler: I object to this line of testimony as immaterial, incompetent and irrelevant, and not within the issues, and ask to strike it out.

Q. Can you state what the average dividends of the company have been for the past ten years? A. They have been a little less than the average for the whole period.

Q. For the last ten years? A. Yes. I think they have been about two and seventy-five one-hundredths per cent. (After consulting printed statement.) The
4547 average dividend for the last ten years has been three and thirty one-hundredths per cent, and for the last—the actual dividend of the company since its inception has been—

Q. No, for the last thirty years? A. Two and eighty one-hundredths per cent.

Q. Per annum? A. Yes.

Q. Now, have you stated what the average dividends of the company have been for the past ten years? A. For the past ten years, sir, 3.30 per cent.

Q. And will you state what the average dividends of the company have been since the making of the Agreement "AA" in February, 1908? A. 2.75 per
4548 cent.

Q. What is the paid-up capital of the Cunard Company? A. 1,600,020 pounds; that twenty pounds is a Government share.

Q. Has that capital changed within the last thirty years? A. No, sir; the same capital all the while.

Q. And have the dividends to which you have testified been based on that capital? A. On that actual capital.

Q. At the last annual report of the company what relation did the amount of that capital on which dividends were paid bear value to the company's assets? A. I understand you want to know what the—

Q. I want to know what relation the paid-up stock of 1,600,020 pounds bears to the value of the company's assets? A. Had all the company's assets been realized under the date the last balance sheet was drawn up the stockholders or shareholders would have got a little over par and a half for their money.

Q. That is one hundred and fifty? A. About a little over one hundred and fifty.

Q. Is there any water in the stock? A. No, sir; none whatever, I am very proud to say.

Q. From your experience in the steamship business can you state whether it is possible under present conditions to maintain a passenger line from Europe to 4550
the United States which shall comply with the requirements of statute in England and in the United States and with the demands of the public unless the passenger rates are practically stable? A. It is absolutely impossible.

Mr. Guiler: I ask to have the question and answer stricken out as a conclusion and as the witness is not shown to be qualified to answer the question.

Q. Can you state from your experience in the steamship business whether it is possible for any considerable period of time to conduct the business of 4551
such a passenger line from Europe to the United States in conformity with the United States Immigration Acts unless the passenger rates are practically stable? A. I wouldn't say that my answer would be so emphatic as to the last question or say that it would be absolutely impossible; but there are very grave difficulties and very grave difficulties indeed in complying with the various acts and statutes.

Mr. Guiler: Same objection. No connection is shown between the stability of rates and the immigration acts.

4552 *Sidney John Lister*

Q. The various immigration acts? A. Yes, immigration acts.

Q. From your experience in the steamship business can you state whether it is possible in the North Atlantic passenger trade to maintain stable rates without agreements between the lines? A. You cannot maintain stable rates without agreements between the lines.

Q. And have the lines ever been able to make stable rates without agreements between themselves? A. Never.

Q. From your experience in the steamship business can you state whether the rates charged third-class
4553 passengers since February, 1908, by the lines which are parties to that agreement have been reasonable rates? A. Yes, I can state it from experience.

Mr. Guiler: Objected to as an opinion and a conclusion. I ask to strike out the question and answer.

Q. Will you state whether or not they have been reasonable rates, considering the service rendered? A. The fact that they have been reasonable shows—

Q. Will you state whether they are reasonable? A. They are reasonable.

Mr. Guiler: Same objection.

4554

Q. You have already testified as to the increase in the price of coal; has there been marked increase in the coal consumption within recent years in the steamers of the Cunard Company? A. Yes; all the steamers now are larger consumers of coal than they were a few years ago.

Q. How important an item is that in making up the total expense of carrying third-class passengers? A. It is one of the most important items, the coal question. During the early part of this year, 1912, the coal for our Atlantic steamers cost us twenty-one shillings a ton.

Q. Can you state about how much the Cunard Company is now paying a year for its coal? A. It is over six hundred thousand pounds. 4555

Q. Do the larger ships of the Cunard Company make a very much higher rate of speed than the first ships did twenty years ago? A. Yes, there is no comparison. We have ships crossing the Atlantic now which average twenty-six knots across—over twenty-six knots. Twenty years ago our average speed of all the ships would not be half that figure.

Q. Will you state what the speed of the Cunard Company's fastest ship is at the present time, and what the ships are? A. The largest ships of the Cunard Company at the present time are the Lusitania and Mauretania and their average speed across the Atlantic is between twenty-five and twenty-six knots. 4556

Q. Then taking the steamers that come next to them in speed, what are they? A. Campania.

Q. What is her average rate? A. Her average rate at the present time might be anything from nineteen to twenty knots.

Q. When was the Campania put in commission? A. 1893.

Q. How did the speed of the Campania at that time compare with the speed of other vessels in the North Atlantic trade? A. The Campania at that time with her sister ship the Lucania were the fastest ships crossing the Atlantic. 4557

Q. In the steamship business what is considered to be the available life of a ship like the Campania? A. I think twenty years might be looked upon or has been looked upon, as the extent of the life of a ship. But I could emphasize that by pointing out that a ship is not the same attractive ship at the end of the twenty years as she was when she was first built, because directly any one lays down another ship the other ship that has been built before is not only older at

4558 *Sidney John Lister*

the same time but is being put back in the race as it were.

Q. Has it been found necessary by the Cunard Company to write off to depreciation the value of its ships within a certain period after they were put in commission? A. Yes.

Q. And within what period are the values written off, about? A. About twenty years.

Q. During the last twenty years, has there been to your knowledge any increase in the stevedoring charges? A. Yes, there certainly has been.

Q. How material an increase? A. A very con-
4559 siderable increase. We not only increased the wages of people actually running a ship, but increased and bettered conditions costing the company considerable sums of money were also given to the dockers.

Q. Has there been any considerable increase in the operating expenses such as pier rates? A. Yes; pier rates are increasing everywhere.

CROSS-EXAMINATION by Mr. Guiler:

Q. Mr. Lister, would you agree with the definition of Harold A. Sanderson before the Royal Commission on Shipping Rings in this record, page 1013,
4560 that the purpose and object of the conference is as follows: "The object, I should say was to bring about the mutual understanding between those in the trade with a view to maintaining the rates, avoiding unnecessary competition, supplying the trade to the best advantage and avoiding clashings in sailings and otherwise working the trade advantageously for all concerned." Would you say that was a proper definition of the conference? A. I don't say that I agree entirely with that definition, sir.

Q. What part would you disagree with? A. I think that the object of a conference is to bring about

stability in the trade. I don't think that the object is to do away with competition, because I know from experience with the conferences that I am acquainted with that it has not done away with competition.

Q. I state to you that Mr. Ismay said, "I think that is fairly correct." Now, you would disagree with Mr. Ismay on that point also? A. I must not presume to disagree with two such men of experience as Mr. Ismay and Mr. Sanderson.

Q. And you also disagree with Mr. George Hannah?

Mr. Beers: Is it one of the issues in this case as to agreeing with these gentlemen? 4562

Mr. Guiler: I want to find out everything about this.

Q. You would disagree, then, with Mr. Hannah, also?

Mr. Bullowa: It seems to me that is an improper question. Whether the witness agrees or not is a question of the witness's opinion on the subject.

Mr. Guiler: His opinion is contained in whether he disagrees or agrees with this definition.

Mr. Bullowa: That is an improper way to put the question. I think you are asking the witness as to his conclusions as to agreeing or disagreeing. 4563

Mr. Guiler: As far as the conclusion is concerned we have had them all day. I resent your interference with this question. I have been very good natured about this and I want the same of you, especially as this is cross-examination. I would like to go along without any interference if possible, especially as I have

the right to cross-examine and ask leading questions, but all I want to do is to get the facts here.

Mr. Bullowa: Mr. Guiler, I didn't object.

Mr. Guiler: I don't know what else you objected for except to break up my cross-examination.

Q. I ask you, Mr. Lister, whether you disagree with all of those gentlemen in regard to the matter of competition? A. Although it may seem presumptuous to say I disagree with them, I maintain that
4565 the agreement of which I have knowledge, sir, has not done away with competition.

Q. You mean the agreement of 1908? A. 1908, sir.

Q. Then you differ somewhat with them on that definition which I have given here? A. Yes, sir.

Q These vessels which you have spoken of—the improvements in all of these vessels which you have spoken of—have not come since 1908, have they? A. Not all the improvements, because I am speaking, sir, to a period prior to 1908, and also since 1908; but there have been improvements since 1908.

Q. Say, take the improvements on a vessel of the type of the Campania, which have not been so much,
4566 and the Mauretania and the Lusitania, which, of course, are in a class by themselves, are they not? A. No, sir. They are, so far as speed is concerned, but we have built ships since 1908 which we rightly maintain are an improvement on anything that we had built before. For instance, the Franconia and the Laconia.

Q. What is the tonnage and speed of the Franconia and Laconia? A. The Franconia and Laconia are 18,000 tons, and their speed about seventeen knots.

Q. With those exceptions the other vessels of your line built prior to 1908 you would say had accom-

modations which were reasonably required, were they not, for any steerage passenger; that is, you do not mean to state that the passengers were treated vilely before 1908 and much better after that? A. I don't say they were treated vilely before 1908, but we did not do anything like so much for them a little prior to that time as we are doing for them now. I might instance the Saxonia and Ivernia which were for years our most popular third-class boats, but they are very much out of the class of the Laconia and Fraconia, which are doing the work now the Saxonia did at that time. 4567

Q. The passengers who travelled by the Saxonia and Ivernia had good food and good attendance and everything was— A. They had not the dining room. 4568

Q. But they were supplied with everything that passengers are supplied with now? A. No, sir; they hadn't got revolving chairs in the dining room; they hadn't got two smoking rooms, and only a very small proportion of the accommodations in small rooms.

Q. But take it from—you know how long your experience existed before 1893—or, what was it you said? A. 1892, sir.

Q. Your experience with the shipping lines began at that time? A. At that time, sir.

Q. But hasn't it been your experience that the vessels of various lines even before 1892, or subsequent to 1892, have carried steerage passengers in the small rooms which you have spoken of, that is, approximately three or four passengers in each room; say six or eight or anything like that; they have been supplied with berths and so forth, have they not? A. The majority of the passengers in those ships were carried in open berths; even to the extent that families at that time were separated. 4569

Q. There was such a thing though as six berth rooms for steerage passengers, weren't there? A. There

was a very, very small room; a very small proportion; but the—I give you an instance; in 1893, after the Campania—this has been already mentioned—she carried at that time about 600 third-class passengers, and out of that 600 there was, I think, just over a hundred in the small rooms. The balance of the passengers—of course, she hadn't a very big steerage carrying capacity.

Q. She had only a capacity of 675 anyway? A. Yes, all but a hundred in open berths.

Q. And then a very small proportion of those passengers were in open berths, then, weren't they? A.
4571 The larger proportion were in open berths. That ship had accommodations for 675 and I should say nearly 600 of which would be in open berths.

Q. But you did not mean to state that the open berths were such that it would be deleterious to health or anything of that sort? A. No, sir. If that had been thought we would not have been able to land them; we would not have gotten clearance when we got them here. But the sanitary conditions were in no way comparable between them.

Q. There has been a general improvement all around in sanitary conditions since that time? A. Improvements in every way.

4572 Q. But so far as the absolutely necessary matters went at that time, so far as the necessary things, food and health and so forth, a passenger could travel in those days without obtaining serious injury any way? A. He could travel without obtaining serious bodily injury, but as to the injury to his stomach, I wouldn't like to answer, because in those days the food was simply brought around in tubs or pans, and the passengers had to bring their own mugs and they practically scrapped to get whatever they could.

Q. You wouldn't state that the Cunard Line, for instance, in those days acted in such a way as would

be injurious to the passengers? A. No, sir; I don't believe any steamship company would knowingly act in any way which would be injurious to the passengers.

Q. That is, so far as that it was necessary for food and health during the voyage? A. They had at that time what might possibly have been considered—

Q. I don't mean what was considered; I mean what was absolutely necessary? A. I don't say they hadn't; I don't want to say the ships were unsanitary, but I don't say they had perhaps all that was necessary.

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Q. They had the number of toilets that were required, had they not? A. But they hadn't any baths; they might have had a number of toilets.

Q. Mr. Lister, have you travelled over in the steerage at any time? A. No, I can't plead guilty to that.

Q. Have you inspected the steerage? A. I have.

Q. On a trip over to the United States? A. Yes, sir.

Q. I mean during this time, during the '90s? A. No, sir; I didn't cross in the '90s.

Q. So that your experience in regard to the things that you have spoken of during the '90s is not from your actual knolwedge of conditions? A. Not from actual experience of conditions on board.

4575

Q. Not from actual observation on board? A. Not from actual observation on board.

Q. You have received reports from others? A. Yes.

Q. Your line at some time or other was without the conference, was it not; was outside of the conference agreement? A. Yes, we have not been in the conference at all times.

Q. When was your line out of the conference, during what periods? A. I think that the last period we were out of the conference was in 1904.

4576 *Sidney John Lister*

Q. And how long did that last? A. It lasted about, I guess, eighteen months. It might be a little more or a little less.

Q. And it was before you had the 1908 conference agreement? A. We had conference agreements at that time that I am speaking of.

Q. And also rate agreements? A. No, a conference agreement which included a rate agreement. We had no pool at that time, sir; we had rate agreements.

Q. The general pool you had came in 1908? A. 1908, yes.

4577 Q. Did the passengers which the Cunard Line carried during 1904 and 1905, we will say, receive the same accommodations that they received thereafter until 1908; did they receive the same accommodations as they had theretofore been receiving—I will put it that way? A. To a certain extent the same; probably carried more on the ships. We took away probably all the closed accommodations that there was on the ships and put as many as we possibly could in.

Q. And during that time did the rate fluctuate materially? A. Rates were down to two pounds, sir.

Q. So that during that time the passengers for two pounds, the general steerage passengers, received a benefit, did they not, from the low rates that were in

4578 effect; they were, for instance, if the rates were $32, they were $22 better off, were they? A. In their pockets?

Q. Yes, in their pockets? A. Yes.

Q. Would you state that the rate of $10 was in vogue during that whole period, practically? A. No, sir; not during the whole period, it varied. I think two pounds, and I said this morning on one or two ships I think thirty shillings was the lowest limit to which it came down.

Q. That is, the rates were then during part of that period $7.50? A. I think on only one ship of one

line. I think they had one particular ship, but generally the lowest rate it was down to was two pounds.

Q. So that the passengers on that ship profited in their pockets a great deal by that low rate and yet had the same accommodation? A. They might. The passenger who took that ship probably hadn't any more than $7.50 when he started compared with the man who had $30 when he started.

Q. He didn't have it? A. He didn't have to pay it if he didn't have it in his pocket.

Q. Do you know he didn't have it in his pocket? A. I am almost certain your own records will show how much he had when he landed. 4580

Q. Did you examine the records at that time to find out? A. Yes, sir.

Q. To find out how much money a man had in his pocket? A. He would say how much he had in his pocket.

Q. Are you speaking from actual records when you say that? A. He must have had more than $10 or $7.50 in his pocket; he may have had just enough to make him admissible.

Q. What did he have in his pocket? A. I can't tell you what he had in his pocket, but he must have had a certain amount at that time to permit him to land, and I think that the laws said at that time that 4581 he must have $10.

Q. Then he is just so much better off having to pay only $7.50 rates than he would be if he had to pay $32? A. If he hadn't the money he couldn't pay the rate of $32.

Q. You are not certain he didn't have the money to pay the $32 rate? A. I don't deny some of them may have had the $32 to pay a rate of $32.

Q. You have not inquired into that? A. No, but a very great number probably did not have the money.

Q. But from your own knowledge you don't know

whether that is so or not? A. I can't say that I went through every passenger, sir, to find out exactly what he had.

Recess taken until 2:00 o'clock P. M.

Afternoon session.

SIDNEY JOHN LISTER, recalled.

4583 *Cross-examination by Mr. Guiler:*

Q. I was at the adjournment speaking to you in regard to the advantages or disadvantages of that lower rate during the rate war? A. Yes.

Q. Now is it not a fact that if a person who traveled at $7—at the $7 rate—hasn't any more than $7 he therefore gets transportation which he would not otherwise get or be able to get from England to the United States or the continent to the United States? A. Yes, that is obvious.

Q. Then he is so much better off after having that transportation, is he not, whereas he could not get it otherwise? A. I there again say, Mr. Guiler, that it
4584 depends on how much money the man has got. He is so much better off, but it is just a question as to whether the country to which he is going to is better off by his going.

Q. And the emigrants that get that rate are so much better off by getting transportation to this country, are they not? A. I don't agree, I say the Government is no better off with the man that pays the $7 for his transport to this country with a very few dollars left in his pocket than a man who is about to pay $32 and has a corresponding increase in the amount in his pocket.

Q. You would not say he was any better off? A. No, I wouldn't say so but he gets transportation which he would not have got otherwise. 4585

Q. It is made possible for him to cross which it would not be otherwise and to that extent he is benefited, is not that so? A. I can't quite see that he is benefited, because the man has got $7 to pay for a thing that costs $7 it does not benefit any more than it benefits the man who has got $30 to pay for something that costs $30.

Q. He is benefited by the transportation which he has gotten? A. If he is benefited, he is about the only one that is. 4586

Q. I am taking him as a standard of all those men who travel at that rate? A. I don't think rate war passengers are standard.

Q. I am not taking him as a standard altogether, but if you will listen to what I say you will see it is correct. Taking this as a standard, all those men who travel at a $7 rate, I think you said obviously he is better off by that much transportation which he has received, which he could not have received otherwise? A. No, nor any man who is benefited by the higher rate at any time for transportation unless he took it.

Q. The man who has $7 at any rate, travels from say, Russia or Germany to the United States, whereas he would have to stay at home otherwise? A. I don't think for a moment you would get $7 out of that man. 4587

Q. I am talking about the lowest rate? A. We might assume the lowest rate was $7. If you are assuming this $7 I agree, but I don't say $7 was the rate that was in operation during the whole of the rate war.

Q. I think you said it was $7.00 or $7.50? A. That was one ship.

4588 *Sidney John Lister*

I was simply taking that as an instance, of course; with that exception it was on one ship— A. Quite right.

Q. So you admit that he gets from his home to this country whereas he would have to stay at home otherwise? A. I don't admit he is better off.

Q. But you will admit that much, that he does get over to this country for $7 or $10, whereas he would have to stay at home? A. I say this, that if we were to conduct our business on a $7 rate the United States authorities would be giving—

Q. One minute—

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Mr. Beers: Let him finish.

A. (Continuing.) Would be getting only passengers that the United States wants to keep out, because what is the result of a rate war? To encourage—

Q. I think we have gone into that before? A. It emphasizes the point I am going to make. You encourage the impecunious, the undesirable, whom you don't want to come into a country where every one desires to bring in eligible people, and the man that is paying $7 to come into a country is getting this benefit; he is crossing the ocean for $7, but he is not a
4590 penny better off than a man who has got the money and is prepared to pay a normal rate of $30. If I might enlarge on it a little, it all bears on what you have just been asking me to admit. The man that comes over at $7 in a rate war time is a creation of agents whom the steamship companies at other times hear nothing of and the bulk of people that take advantage of the $7 rate are drawn from very, very narrow limits. The bulk of them are East End London passengers.

Q. Yes, but yet, assuming that those passengers are admissible to this country, they are so much better

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off by coming here, are they not? A. I don't know, they might be better off if they stayed at home.

Q. Take the case which we had the other day, where there were three rates on one vessel? A. Yes.

Q. That is the same accommodation; you have had that ship case, haven't you? A. What ship was that?

Q. I don't know; it was testified to here by Mr. Hannah that there were three rates on one vessel during the rate war; supposing one was, we will say $20 and another $25 and another $30? A. If it happened Mr. Hannah must have known of an instance, but I cannot recall an instance where the rate—or very few instances—where the one rate that was advertised for the particular ship was not adhered to. In the meantime a reduction in the rate might have taken place or an advance, and we could not have asked after we issued a British steamer ticket to a passenger to pay the extra $5 put on the rate any more than the other man booked could justly ask the $5 back if we had reduced it.

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Q. Supposing that was the case, you have heard of such cases have you not? A. There may have been cases.

Q. You would not say there were not? A. Certainly not.

Q. Supposing that there was such a case—the man who paid the $20 rate would receive the same accommodations as the man who paid the $30 would he not? A. Just the same, provided—

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Q. Provided they were all steerage passengers? A. Yes, under abnormal conditions.

Q. We are assuming they were abnormal conditions during the rate war? A. Quite so.

Q. And to that extent those men who paid those lower rates would be better off, would they not? A. Just in the same way as if you went into one shop and bought a thing for $10 and I bought the same

thing at another shop for $5 and I would have $5 the better of you?

Q. And the same thing? A. I don't know.

Q. You just said it was the same thing? A. We might both believe it was the same thing.

Q. You said it was the same? A. I might as well admit it does not help me to deny it; it does not help me to admit it. It is immaterial to me. I was saying that in abnormal conditions such as the rate war time you will have the knowledge of one man paying perhaps two or three dollars more than another man, but that is a thing you could not help; and you could
4595 not very well cut a piece off one man's meat at dinner and say, "How much did you pay, I paid $10; and how much did you pay, $12—here is a little more meat for you because you paid $12." You have to treat everybody practically the same.

Q. That is, you have to give them the same accommodations? A. Practically so. You could not stop a man going to the lavatory because he pays a dollar less than another one.

Q. I understand that. Since the Cunard Line has been a party to the A. A. Agreement, I understand that it has lived up to that agreement at all times, is that so? A. At all times, yes.

4596 Q. And it has carried out the provisions of that agreement? A. It has done its best to at all times.

Q. That is, if the line carried more passengers than its alloted percentage, that it would pay into the pool, or whatever you care to call it, its $20 compensation? A. Quite so, sir.

Q. That has been true right along? A. Yes.

Q. It has paid at various times—at one time four or five thousand pounds or more, has it not, to the pool? A. Quite.

Q. That was for the reason that it carried more than its percentage of allowance, isn't that so? A.

If the line is paying into the pool it necessarily follows that it has carried more than its allowance.

Q. And that was to equalize what the other lines failed to carry, was it not? A. It was to pay to the other lines what they undercarried.

Q. And to equalize the matter as much as possible, is that right? A. To keep the promise; to carry out the terms of a contract.

Q. The Cunard Line since it has been a party to the Agreement "A. A." has filed, has it not, a guarantee deposit with the secretary, a promissory note of one thousand pounds, for every one per cent of its 4598
percentage allowance, isn't that so? A. We have deposited a deposit, yes.

Q. What was the idea in thaf, that deposit? A. The idea of the deposit in this agreement, as in any other, was to insure that every party would live up to the terms of the agreement.

Q. And that deposit was to be forfeited if he did not live up to it? A. Yes. If they did not live up to it the agreement shows what was to happen if they did not.

Q. There was also a provision, was there not, that if a line refused to pay the compensation money which I mentioned that it would also forfeit part of that bond, or whatever it was called? A. Yes. 4599

Q. Isn't that right? A. I haven't the agreement actually in custody, but I believe that is in there. I admit all the conditions of the agreement.

Q. You remember that there was some such provision? A. I am quite sure, sir; I admit all the provisions of the agreement.

Q. There was also a part of the agreement whereby if one of the conference lines started a new line in competition with any of the contracting parties that that penalty would also be forfeited, was there not? A. I should like to refresh my memory on that point.

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There was a byelaw dealing with new competition, but I am not quite aware at the moment, that it is in Agreement "A. A."

Q. Now, that your memory is refreshed, do you now recall that clause was in the agreement? A. Yes, it is in the agreement, sir.

Q. What was the idea underlying that clause? A. The idea underlying that clause was that it was an agreement concerning the various conditions that are outlined in it which each of the parties undertook when they signed it to live up to, and if any line did not live up to it, it was natural that the other lines

4601 should seek to obtain some redress against the line for violating the agreement which it promised to keep.

Q. Yes, but that clause there in regard to assisting a new line in competition with any of the contracting parties, that was, was it not, to prevent any outside competition? A. I don't say it was to prevent any outside competition. It was naturally, one might say, a protective measure; it was not an aggressive measure, it was a protective measure.

Q. Did you talk that over with the rest of the members at the conference meeting, that particular clause? A. I don't think there was any more particular argument on that clause than there was on any

4602 other. I mentioned this morning that the British lines in entering into the Agreement "A. A." had realized the stable way in which the continental lines had been able to conduct their business under their own agreement or pool, and these clauses which were included in "A. A." are the clauses which had stood the test of many years, and were accepted as reasonable clauses and conditions. I don't see that we had need of very much commentary to Article 18. There is no comment needed.

Q. It is obvious, of course, to prevent outside competition, isn't it; that is the reason why no comment

was needed, isn't it? A. I suppose it speaks for itself; whatever any one elected to read into it. One line might read something different into it than another line.

Q. You would not attempt to state your opinion of what it was for? A. I should prefer to leave it as I say. It was one of the conditions which every one agreed to live up to.

Q. And that was obvious? A. Obvious.

Q. You were also present, were you not, at the Savoy Hotel, London, on March 25, 1908; I show you Government's Exhibit No. 705 which has been denominated, "Minute 22"? A. Yes. I was one of the 4604 unfortunate individuals apparently.

Q. You are acquainted with what is in that "Minute 22," are you not? A. Yes; if my name is on there I must have been acquainted with it. I admit I am acquainted with what is on there.

Q. I will show it to you, if you have any doubt. Now, you remember that "Minute 22" was to provide against the competition of the Volunteer Fleet, Russian East Asiatic Company and New York Continental Line? A. Yes, it states that, I think.

Q. Now, those three lines at that time were the outside lines, were they not; they were in competition with the conferences lines in the North Atlantic trade? 4605 A. It is quite possible they were.

Q. The Russian East Asiatic has since come into the conference? A. The Russian East Asiatic has since come into the conference.

Q. The process to be followed out there was that a fighting steamer—was it not so-called? A. Fighting steamer, so-called. I should say the word fighting was a term—

Q. You don't like it? A. We might have had a very good luncheon and so felt a bit more boisterous than we did in the morning and we just made the

4606 *Sidney John Lister*

term "fighting" because it sounded more congenial to us. They never were "fighting" steamers.

Q. Then they were opposition steamers? A. I would call them rather "protecting" steamers.

Q. Defending steamers? A. Defending steamers.

Q. Under this "Minute 22" the policy was to have fighting steamers, so-called, or defending steamers, if you prefer, put against the steamers of the other lines which were eastbound from the United States at the same or lower rate than those particular steamers of the outside lines, weren't they? A. I don't think they were ever lower.

4607 Q. I was just getting at the purpose of this "Minute 22" here; that was so, was it not? A. The purpose was that if it was made possible for people to cross on a ship at $20 or $22 whatever the rate might be, the Atlantic Conference Lines had to reserve to themselves the right of having steamers at the same rate.

Q. And it was also a fact that all of the other lines agreed to compensate such steamers. Supposing the rate was $30, the ordinary rate was $30, it would compensate the other lines belonging to the conference, it would compensate that particular line that had to put on fighting steamers down to $18? A. Yes; the object of it was, sir, that when one line ran a steamer

4608 under this reservation they would have the right to have a steamer at the same rate as some one else.

Q. The same or lower, it says? A. It was never lower. This minute was simply a reservation of the right on the part of the lines who formed the Atlantic Conference to have a rate as low as the line that was operating that rate, and naturally it followed that if one line had a steamer at that low rate which was not a paying rate, each other line contributed to that line to make the rate what would have been a paying rate.

Q. That is, if the line which had a particular steamer on against the opposition or outside line had

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a regular rate of $28 and the rate for that particular sailing to which it had been reduced was $18 then the conference would compensate that line $10? A. Quite.

Q. Under this "Minute 22" the line, or the vessel or opposition steamer, was to be appointed, was it not, by a majority of the members of the New York Conference, the so-called North Atlantic Conference and Continental Conference, with the Canadian Lines participating, is that right? A. Yes, I admit that.

Q. And the New York Conferences were under this minute to be allowed to appoint a small committee to carry out this minute? A. Yes.

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Q. Now, what I was coming to was this, the Cunard, during the existence of this minute, which I understand was in existence in 1908 and also resucitated in 1909 the Cunard lived up to that minute, did it not? A. Yes, quite. But they were not members of that committee.

Q. Paid its compensation? A. Honorably paid what was expected of them.

Q. Did they ever have any steamers which ran in opposition to any other outside line? A. I believe, sir, on one occasion, they had one ship.

Q. That is all you remember about? A. That is all I remember.

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Q. This also dealt with, did it not, the question of disciplining agents who represented outside lines? A. (After examining paper.) Yes, it apparently did, sir.

Q. You will observe in that minute that Secretary Peters notified Secretary Sandford to put in force that Rule 9 of the Conference Lines, did he not, as against the agents of the Conference Lines representing outside lines? A. Yes—

Q. And being disciplined if they did represent outside lines? A. Apparently reminding Mr. Sandford

4612 *Sidney John Lister*

of the rule that existed for years. It is, I think in the New York Conference regulations, which is not a minute which was simply drawn up at that time.

Q. This minute was drawn up at that time? A. Rule 9?

Q. Had been in existence for a long time? A. Yes, I think so; I am not aware of the rules of the New York Conference, but I think that is one of some considerable standing.

Q. Anyway that was put in force as an opposition measure against the outside lines at that time, was it not, in addition to the fighting steamer proposition?

4613 A. It was drawing attention to the fact that the agents who were accepting agencies of the lines in America had agreed to accept certain conditions under which they were in their appointment. It was simply reminding the New York Conference that the agents should live up to what they had undertaken to do.

Q. And that that regulation should be strictly enforced against agents who did not live up to it? A. You must read also that any other regulations must be strictly enforced; it practically meant that.

Q. But that was one they had that was dealt with particularly in this minute, was it not? A. Yes.

Q. Rule 9—I show you Petitioner's Exhibit No.

4614 220, which appears to be circular No. 5 of the North Atlantic Conference, and ask you whether that Rule 9 was not put in force as against agents who booked passengers via Genoa or Naples who were destined to Continental points, and that agents were instructed not to book such passengers under penalty of disqualification? A. It is apparently a minute of the North Atlantic Passenger Conference of New York. I don't know exactly in what way it was—

Q. You will find the Cunard Line signatory to that notice. That is from the New York office? A. That is apparently a rule of the New York Conference and

it must have been put in operation. I don't know of any case—

Q. Do you know the occasion for that rule? A. The occasion for that rule was to prevent them doing what the rule says.

Q. I mean the particular occasion for this notice or circular? A. I don't know of any particular reason. It its dated May 6th, 1908, I cannot recall at this date any particular point which resulted in this rule; not at the moment.

Q. Wasn't the idea there underlying this notice that this was a measure against the Italian Lines who, at 4616
that time, were outside of the conference? A. It may have been some adjustment of booking on this between the Continental Lines on the one part and the Italian Lines on the other.

Q. It was to prevent, as is mentioned here, such persons as the Austrains, Croatians, Dalmatians, the Germans, Hungarians, Russians, Slavonians, and so forth from embarking from Genoa or Naples and going via Hamburg and Bremen and Rotterdam; isn't that the purpose of that notice, by compelling agents not to book them for those points? A. The object of it is plainly stated there. I admit what it states in there. I don't know of any specific case or any actual reason which prompted them at that moment 4617
when that was drawn up; I was not present.

Q. Don't you recall that at that time there was a serious controversy between the Conference Lines and the Italian Lines as to who should get the Continental passengers, whether the Italian Lines or the Continental Lines, members of the conference? A. I dare say that that, sir, was or had some bearing upon it. I take it, it was something resulting from an adjustment of the business.

Q. The only adjustment of the business that possibly could be covered by that, would be, would it not,

having those steerage passengers whom I have mentioned go via Hamburg, Bremen or Rotterdam rather than by Genoa, from which the Italian boats sail, isn't that right? A. There may have been some reason at that particular time which called for that circular.

Q. Don't you recall that you have mentioned that you attended all the conference meetings? A. That is a conference meeting on this side.

Q. I know that is a conference meeting on this side. But you have stated you attended all the conference meetings in Europe, have you not? A. Yes.

4619 Q. Or on the Continent? A. Yes.

Q. And the matter of the Italian competition was taken up in those meetings, was it not? A. The question of coming to an agreement with the Italian Lines was one of the subjects as shown, and subsequently I believe an agreement was made to do it.

Q. And you remember that Mr. Ballin of the Hamburg-American Line and Signor Crespi took up that matter for many months, the matter of the Italian Lines joining the conference? A. Yes. We were not quite so intimately connected with those negotiations because the Cunard Line was not in the westbound Italian business.

4620 Q. It was evidently interested in it here? A. In New York, but we were not interested so vitally in it; we came in more as a secondary party.

Q. The Cunard Line, is interested, however, in the Hungarian business? A. The Cunard Line is interested in Hungarian business, yes, that is right.

Q. The Cunard Line, attempted, did it not, to make an arrangement with the Hungarian Government for a certain pooling arrangement which would satisfy the Hungarian Government so as to carry Hungarian passengers, did it not, under such arrangement? A. Of what period are you speaking? At the inception

of the Cunard Company's arrangement with the Hungarian Government?

Q. Any period? A. That is prior to Agreement "A. A."

Q. I mean the Cunard Line was interested in it to that extent? A. The Cunard Line was interested in the Hungarian business.

Q. And the Cunard Line was unable to make that arrangement, wasn't it, with the Hungarian Government? A. Difficulties occurred which prevented the Cunard Line making the arrangement.

Q. Will you tell me some of the difficulties? A. I 4622
cannot tell you, sir, exactly what objections the Hungarian Government had to our coming to an agreement with other lines on Hungarian business at that particular time. There were objections raised. They may have had some reasons in their mind by which they did not wish the Cunard Company's business to be brought into an agreement.

Q. You say there may have been; do you know what those were? A. I stated, sir—you are speaking of the time when an effort was made by the Cunard Company or by the lines to bring the Cunard Company's Hungarian business to Agreement "A. A."?

Q. Yes. A. You are referring to that period?

Q. Yes. A. The Hungarian Government appar- 4623
ently had no objections to the Cunard Company working their agreement with the other lines, in harmony with the other lines, but at that time I believe it did not feel that it could commit itself to allowing the Cunard Company to put the passengers into the pool. I guess that was the only reason. They did not tell us, naturally, every reason that they had in their mind.

Mr. Bradley: You say "they"?

The Witness: The Hungarian Government.

Q. At any rate they did not allow that arrange-

ment to be effected at that time? A. They did not allow it, but subsequently I might say, that the Hungarian Government quite accepted the reasons which were put forward, the benefits of protecting the business under a stable pool, and had no objection whatever to the Cunard Company putting their business in.

Q. Did they give you the reason that it was under a stable pool, that was the reason they agreed to it; they did give you a reason for that, but they did not for the other? A. I didn't say they had given us the reasons for that, but we showed them the benefits of
4625 protecting the business under a pool which provided a stable conduct of the business, and the Hungarian Government I think were wise enough to accept that.

Q. You wouldn't say they gave you those reasons though, would you? A. I wouldn't say they gave us the reasons.

Q. You gave them the reasons? A. We gave them the reasons and I am glad to say they were wise enough to agree. I know that if the Hungarian Government had not been satisfied with regard to the provisions under the pool, I don't think they would have agreed.

Q. Do you remember the time when there was a
4626 serious competition with the Italian Lines, don't you, in regard to the Continental passengers? A. I think there was competition, yes, sir.

Q. That lasted quite well up to the time of the agreement with the Italian Lines? A. Yes, although, as I said before, we were not so deeply interested in the Italian situation. It was more secondary with us; we did not take part in any of the Italian negotiations.

Q. I show you Mr. Peters' circular letter, No. 81, and marked Petitioner's Exhibit No. 1280, and call your attention to No. 4, a letter apparently from the

Cunard Line, of May 6th, and ask you whether that refreshes your memory as to whether the Cunard Line, along with the other lines, members of the Conference at that time, reduced the rates considerably—$10, with $5 compensation as against the Italian Lines? A. This is a telegram to which you refer from the Cunard Company, which I do not deny for one moment. It says that the lines would agree to reduce to ten dollars the eastbound rate.

Q. That is what I stated, that the subject-matter dealt with there was the reduction of rate as against the Italian Lines? A. Yes, and, as I said, we followed practically in this because we were only interested in a very minor degree in the Italian business. 4628

Q. At any rate, you carried out the— A. We quite agreed, sir.

Q. What the Conference had agreed upon there as against the Italian Line? A. Yes, and I hope we always carry out what the Conference agree upon, on that or any other question.

Q. I show you Government Exhibit 1,282, marked Peters' Circular Letter No. 97, in regard to Continental steeragers, by the Italian Lines, and ask you if that refreshes your memory to the extent that you know the Cunard Line upon the Cunard Fiume service did not reduce its rates as against the Italian Lines, 4629 on that service? A. Apparently so, and we gave the reason.

Q. You remember that as so? A. I accept this. I cannot carry my mind back to answer what happened on May 18th, 1908. But you show me that and I agree what we stated then we decided to do. We admit it.

Q. I call your attention to Government Exhibit No. 1,348, which purports to be a Conference meeting at the Savoy Hotel, London, on November 25th,

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1909, attached; you appear to have been present, and I ask you whether this refreshes your memory as to the general advance—an agreement between all the lines as to a general advance in second-class rates of ten shillings?

Mr. Beers: Does that refer to second-class rates?

Mr. Guiler: Yes.

Mr. Beers: I object. It is quite incompetent.

4631 A. I can give a very simple explanation for that. It is not a Minute made by agreement "AA" Lines at all. It so happens that the "AA" Lines have signed it because they carried second cabin passengers. Other lines signed that who are not in the Agreement "AA," and it was, I think, the lines felt at that time, that the expenses of running ships were increasing all the while and that the conditions warranted an increase in the rate, which they naturally endeavored to put into operation.

Q. It was an agreement of all the lines, members of the conference, was it not, to a general advance in second cabin rates, isn't that right? A. Obviously, sir. We could not advance any rate unless we had
4632 an agreement.

Q. From looking at this, you will notice that every line in the North Atlantic trade was represented? A. Yes, as I say every line—there were not only "AA." Lines, but lines who were members of other agreements.

Q. They were lines members of the so-called conference? A. Yes, they were conference lines, but they were not all members of the "AA." Agreement.

Q. All members of the "AA." Agreement were there, were they not? A. All the members. The simple reason is that we endeavored to advance a

rate because the conditions of operating are increased, the same as you would on land if you increased a railroad rate.

Q. That advance was made, was it not, and the matter of increasing the third cabin rate was also taken up at that meeting, wasn't it, advancing that proportionately? A. (After examining paper.) Yes.

Q. So that third-class rates were also taken up in that meeting? A. Third-class rates were taken up.

Q. And the matter of that advance was referred to the British conference, was it not? A. Yes, it was.

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Q. Do you remember what action was taken on that? A. I cannot. If you have got the minutes of it, I might remember.

Q. I will ask you, Mr. Lister, if the Cunard Line, from time to time, took up the matter of disqualifying—if they took an active part in the matter of disqualifying various agents for representing the North West Transport Line and reported such matter to the conference; I show you Secretary Peters' circular letter, No. 518, which takes up the matter of Lozantcheff Freres? A. Yes, we took up that. We advised the conference, Secretary Peters, just the same as any other line would advise, if they found anything which they thought was contravening their agreement.

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Q. The North West Transport Company was not in the agreement, was it? A. It was not at that time; but they might have been, might they not?

Q. No, for they never were, were they? A. It was not our fault.

Q. I say they never were? A. I think there is a North West Transport. I think that is now the Uranium Company, is it not?

Q. Yes, but they were never a member of the conference? A. No, but if they had shown they were able to control their agents and take care of the business they would have been in it.

4636 *Sidney John Lister*

Q. The point is that the Cunard Line, reported a case where an agent was apparently representing an outside line and asking for his disqualification? A. Yes; I cannot recall that the disqualification ensued.

Q. But the Cunard Line reported it for disqualification? A. It reported it for action.

Q. Now, I will show you conference circular, No. 875, of Mr. Peters', which I ask to have marked in evidence—

Circular number 875 marked Petitioner's Exhibit 1,916.

4637 Q. Now, it appears from that, which is dated, June 14th, 1910, that on the 13th of June, 1910, the Cunard Line withdrew from action under Minute 22, didn't it? A. Yes, sir.

Q. Do you remember what was the cause of that withdrawal from Minute 22? A. I cannot remember, sir, the actual facts, but I take it that we desired to be free from Minute 22.

Q. You did not act in that particular meeting, did you? A. We had not found that it did us any harm.

Q. Did you fear, in any way, that it might do you harm? A. No, I don't think that we had any fear.

Q. At any rate you withdrew from it, or gave no-
4638 tice to withdraw at that time? A. We gave notice to withdraw.

Q. You remember that? A. I remember that.

Q. Outside of this here, outside of this record? A. We gave notice to withdraw.

Q. I show you Mr. Peters' circular letter, without number, but marked Petitioner's Exhibit 1,584, and which encloses the minutes of a conference meeting, at London, on 11th of July, 1910, and at which Mr. Booth and Mr. Mearns of your line were present, and ask you whether it refreshes your recollection as to whether the Cunard Line withdrew its withdrawal no-

tice from Minute 22, as against the Uranium Steamship Company, or, in other words, continued to take part in Minutes 22, as against the Uranium Company; that is true, isn't it? A. That is true. 4639

Q. From that minute? A. That is true, from that minute. I was not present.

Q. But you remember it continued against the Uranium Line? A. Yes, I admit it.

Q. I think you have stated this morning, Mr. Lister, that, say, from the beginning, or from your experience from 1890 up to the present time, there was a continuous increase in tonnage of ships which were carrying third-class passengers, is that right? A. Yes. 4640

Q. Up to, say, 1908? A. Up to 1908.

Q. A steady increase in the tonnage? A. Steady increase in the tonnage, in size of ships. I don't know that I said in tonnage. I don't know what the actual tonnage operating to America, in 1890, was, or what it was in 1908. What I said was, that there was an increase in the size and improvement of the ships.

Q. Can't you, from your experience, say whether there was an increase in the tonnage or not, whether within a period, in other words, twenty years, from 1890 to 1910? A. All the lines increased their ships.

Q. Now, during all of that time, was there a similar increase in the amount of immigration? A. There was, sir; it fluctuated. 4641

Q. Some years were so-called, lean years, when you didn't have so many? A. Yes, and some years were fat years.

Q. And some years when you had more? A. Quite so.

Q. Supposing that all the various lines were carrying the full capacity of passengers, do you think a conference would be necessary, if they were in such a position that they were carrying as many passengers

4642 *Sidney John Lister*

as they could, steerage or otherwise? A. Yes. I think the conference is necessary at any time, whether they are full or whether they are empty.

Q. Where there is a great demand for them or whether there is a small demand? A. Or a small demand.

Q. I show you Petitioner's Exhibit No. 704, which has been identified by Mr. Ismay, in regard to saloon rates, in which he states—

Mr. Guiler: I understand this is under your objection, Senator?

4643 Mr. Spooner: Yes, and the further objection that it does not relate to third-class business.

Mr. Guiler:

Q. (Continuing)—in which he states, on January 9th, 1900: "I am sailing tomorrow per Oceanic for the round trip," and this is addressed to Mr. Ballin, "I am sailing tomorrow per Oceanic for the round trip, and although there seems no necessity to come to an agreement upon rates this season as all the lines appear to be booking well at good rates, I have had a talk with our people on the matter and enclose for your private information memo of what we think would be a fair classification and rat-
4644 ing for the respective steamers, and shall be glad to hear how far it conincides with your own views." Now, apparently Mr. Ismay there, thought that so long as the lines were carrying their full first and cabin capacity, there was absolutely no necessity for a pool or conference, in that particular class of business; do you agree with him on that? A. I can't tell what Mr. Ismay thought in 1900. I say I do not agree with him.

Q. You do not agree with him on that? A. No.

Q. You do not agree with Mr. Hannah on that

either, do you? A. I do not agree with Mr. Hannah either. 4645

Q. Supposing you have a vessel, Mr. Lister, of about 25,000 tons, can you tell me what would be the approximate expense of your running that vessel on a trip from—no, what would be the gross return on that vessel from Liverpool to New York? A. What do you mean by gross return, sir?

Q. (Question read.) A. Do you mean by gross return, the receipts?

Q. Gross receipts, yes? A. It varies. It varies with so many circumstances it is impossible to give you any idea. 4646

Q. Get it as approximately as possible? A. I am afraid I could not undertake to give any estimate as to what the receipts would be. The receipts vary in accordance with the fluctuations of the trade to which you have already referred.

Q. I am supposing an average voyage? A. I could not take an average voyage; they vary so very considerably.

Q. Could you give me any idea then, of the net return from such a voyage? A. That would vary also, sir. I could not give you any idea of the net return.

Q. Could you give me any idea then, of the amount of overhead charges on such a voyage, charges of ship, coal, and so forth? A. Whether you get a good voyage or a bad voyage, your overhead charges remain the same. You have to send the ship, you have to supply her with coal. 4647

Q. You stated this morning, certain things that you knew about the prices of coal and so forth, and I want to see whether we could lump this matter up, and get in one statement, what you think would be the overhead charges? A. That entirely, sir, depends on the voyage. It would be difficult to give any

average of what the expense of running the steamer to America was. It might be very considerable one trip, and they might reduce them on another trip.

Q. I am talking about a 25,000 ton boat? A. You have got to have one thing; you have got to have your coal to take her to New York and bring her back. That is a standing charge; you have to have your crew, but your crew varies in accordance with the number of passengers.

Q. Couldn't you lump it up? A. It is too difficult. I would, willingly, if possible, but I could not name any figure.

4649 Q. You have been in the business for twenty years, haven't you? A. I have.

Q. Couldn't you approximate the average net and gross return for a ship of that size? A. I don't think I could give you any average net return any more than I could give you any average net expenditure. You could say on one voyage the expense of a certain ship might be ten thousand pounds and it might be fifteen thousand pounds on another voyage.

Q. Supposing, for the sake of example, that the gross returns on a voyage of a 25,000 ton boat were £22,000, can you give me any idea of the net return for that particular boat, or of a boat of that size?

4650 A. I couldn't give you any idea of a net return. It varies so much. If you get a full ship of first-class passengers and a full ship of second, and a full ship of third-class on the voyage, your net return is more than if your ship goes off empty.

Q. I know, but I would like some definite information on that if you possibly could from your experience. You have been running these vessels for years, and I would very much like to get some idea about that; as a practical man, you know. Supposing you make a gross return of £22,000, you would know what profit you make on that? A. Our profits are all

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shown by our balance sheets. In the first place, I cannot possibly carry in my mind what would be the net return or the net or gross receipts on any particular voyage, and in the second place, it is a point which I would not care for everybody to know, what our expenses are, or what our receipts are.

Q. I don't mean yours; I mean an average return; I don't confine it to one ship of yours or anything; I am asking you from your experience? A. It is a point on which things vary. We might keep up our ships and so might another steamship company, spend a lot of money in making repairs and renewals, and another company might operate a 20,000 ton ship 4652
and spend less than another steamship company might do.

Q. Supposing that the charge for overhead expenses on that vessel, a vessel of that size, were twenty-two hundred pounds, can you give me the net return from that, having already had the gross return—the approximate net return? A. It is so difficult to get into my mind any ship at the present time that can be operated across the Atlantic at twenty-two hundred pounds that I am overwhelmed.

Q. No, that is overhead expenses? A. What do you mean by overhead expenses?

Q. I mean the charges of the ship and coal and so 4653
forth? A. I cannot quite appreciate the question, because, as I said before, the amount varies and that amount is so ridiculously low.

Q. You cannot give me, from having the figure of the gross return and having the overhead charge, the gross return on it amounting to twenty-two hundred pounds, you cannot give me any idea of the approximate net return, could you? A. I could not, sir.

Q. Would you say that on such a voyage the net return on such a vessel would be 5,000 pounds? A. It is such variable property; you might take a voy-

age where you make 5,000 pounds and you might take a voyage where you make less.

Q. You cannot help us out at that, at all, as to anything definite from your experience? A. I have had experience enough, but I cannot carry figures. It is a question that has never been asked before and one cannot tell. Your ship sails and you don't know until she comes back what she is going to make, and you cannot make any average figure.

Q. I have given you the figure which apparently was made on a vessel of that size, and I tried to see whether you, from your experience, could say
4655 whether that is approximately what that would cost or not? A. I did not appreciate your reference to twenty-two hundred pounds for a 25,000 ton ship. I don't see any figure in a 25,000 ton ship except a profit that operated twenty-two hundred pounds.

Q. You can't see a profit of 5,000 pounds in a ship of such a size, can you not, on one voyage? A. It all depends on your running expenses. Your running expenses vary so much from time to time one can never prophesy what your voyage is going to pay.

Q. I say it is possible to make that on one voyage? A. The bigger the ship, the more you make.

4656 Q. Cannot you answer that directly, if it is possible to make 5,000 pounds on such a trip? A. I should think on a full ship of 25,000 tons, both ways across the Atlantic, it is possible to make 5,000 pounds.

Q. You stated this morning, Mr. Lister, that the Cunard Line had a capital of £1,600,020? A. Yes, sir.

And some other figures in regard to the capital not having been changed and so forth, and the dividends paid on that for thirty years to be 2.80; that was before the conference? A. Including the conferences as well.

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Q. And for the past ten years 3.30? A. Yes.

Q. And since the "AA." Agreement, 2.75? A. Yes, sir.

Q. You also stated that there was absolutely no water in the number of shares, which you had there? A. Yes.

Q. Now, can you tell me what the gross profit for the year on that capitalization has been, for the year 1908? A. I could not tell without referring to our annual report; our annual reports show it.

Q. You cited the annual report this morning, I think? A. Yes.

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Q. I would like to get a little fuller knowledge as to that?

Mr. Beers: You mean gross receipts?

Mr. Guiler: Yes.

Q. For the years, say, 1908, 1909, and 1910? A. I couldn't tell you that without the statement.

Q. Have you got it here? A. I don't know that I have. Mr. Beers may have it.

(Mr. Beers produced statement and hands same to witness.)

The Witness: (After examining paper.) Yes.

Q. Can you give me that? A. What is the question.

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Q. (Question read.)

Mr. Beers: As I understand your question is as to the gross income. Of course, profit involves an idea of a net figure. I understand what you are asking for is the gross income?

Mr. Guiler: I ought to have said gross income.

A. The gross income for 1908 was—these are in pounds—£2,496,997; in 1909, the gross income was £2,820,577; in 1910, £3,068,425; in 1911, £3,081,263.

4660 *Sidney John Lister*

Q. Now, will you give me the net profit during those years? A. 1908, net earnings £172,971; 1909, £649,416; 1910, £958,158; 1911, £815,724.

Q. Now, will you take the three years prior to that? A. Yes. Do you want the gross, as well as the net?

Q. Yes? A. In 1905 the income was £1,773,268; in 1906 it was £2,270,016; in 1907, £2,499,274; and the net earnings in 1905, £308,172; 1906, £553,193; 1907, £554,794.

Q. Have you got those same figures for the years 1904 and 1905? A. I gave 1905 before, but I did not give you 1904.

4661 Q. Give me 1904? A. 1904, £1,488,760 gross income, and our net earnings were £61,588.

Q. Can you give me those same figures for the year 1897 and 1898? A. Yes; 1897 the gross income was £1,302,130; in 1898, £1,313,295. Net earnings for 1897, £214,458; 1898, £249,406.

Mr. Beers: Let it be noted that those figures are subject to verification and, if necessary, to correction.

Q. Can you give me the gross tonnage for those years which I have mentioned? A. Yes, I can.

4662 Mr. Beers: That is starting with—

Q. 1908, 1909 and 1910? A. 1908, 245,813 tons; 1909, 217,109 tons; 1910, 224,311 tons; 1911, 267,107 tons. Then you had 1905, 1906 and 1907; in 1905, 182,242 tons; 1906, 182,345 tons; 1907, 245,813 tons. Then you asked for 1904?

Q. Yes? A. 1904 was 162,679 tons. Then you asked for 1897 and 1898. 1897, 119,215 tons and 1898, 114,332 tons.

Q. So that, Mr. Lister, from 1897 to 1911, the tonnage of your line was about doubled? A. A little over double.

Sidney John Lister

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RE-DIRECT EXAMINATION by Mr. Beers:

Q. Mr. Lister, you have testified in response to Government questions as to the amount of the net earnings of the Cunard Company for certain years? A. Yes, sir.

Q. Have any amounts had to be deducted from those net earnings to which you testified before arriving at the sum which was available for dividends, and if so, what deductions have had to be taken? A. From that has to be taken the depreciation and interest on bonds and stocks.

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Q. Will you explain on the record, please, what you mean by the amount taken off for depreciation? A. We write off every year 5% on the gross value, or original value of the ship. As I said, we look upon that from experience to have been shown to us to be a reasonable figure to write off. A ship starts off with an original value and time brings out other steamers and in addition to that a steamer is getting older all the while and less attractive, and her value as an earning power naturally diminishes, and we estimate that it diminishes from all those various causes to the extent of five per cent per annum.

Q. Has the practice of writing off five per cent of the value of ships per annum, been followed by the Cunard Company for any considerable period of years? A. Ever since we started.

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Q. How has that practice and that five per cent annual writing off worked out, in actual experience? A. We can prove that I think very well by taking the number of ships that have been sold, for instance, and what the company has got for them.

Q. That is, sold when they were no longer useful to the Cunard Company? A. Sold when they were no longer useful to the Cunard Company. I think we have sold twenty-four ships which represented in

4666 *Sidney John Lister*

tonnage—I can't quite tell you the tonnage, but we have sold over that period twenty-four ships and the difference between what we got for them and what they stood in our books, when they had been written down, was only 1,000 pounds. That was spread over twenty-four boats.

Q. So that you came within 19,000 pounds of being absolutely correct? A. Of being absolutely correct, as to the value of the old ships.

Q. On a five per cent basis? A. On a five per cent basis.

4667 Q. Mr. Lister, am I correct in understanding that the Cunard Company has sold twenty-four ships which had proved no longer available for its business, and that the sums which it realized on those twenty-four ships in the aggregate were the amounts at which the value of those ships had been written down with the exception that the sum realized varied from that by about 19,000 pounds? A. That is so, yes. The sum that we obtained varied by 19,000 pounds for the number of the ships from the amount at which they stood in our books when they were sold.

Q. And as I understand the amounts at which they stood in your books were the amounts which had been arrived at by writing off five per cent of their value

4668 a year? A. Quite so, sir.

Q. And that is correct, is it? A. That is correct.

Q. And was that method followed from the time they were acquired until the time they were sold? A. Yes.

Q. And has that method of keeping your depreciation account been continued down to the present time? A. Continued to the present time.

Q. Will you state, please, what amounts were written off to depreciation account by the Cunard Company in the years 1908, 1909, 1910 and 1911? A. In 1908 we wrote off for depreciation £296,778; in

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1909, £376,483; in 1910, £471,198; in 1911, £455,-298.

Q. In arriving at the sum available for dividends, each year, has it been necessary to deduct from the net earnings any amounts other than for depreciation account? A. For the last three or four years we had to deduct also interest on certain bonds.

Q. Mr. Lister, can you recall about what the Cunard Company realized on the sale of the twenty-four ships to which you have referred and are those figures at hand? A. Twenty-four ships, sir, were sold for 190,000 pounds.

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Q. Can you state how much the twenty-four vessels sold, originally cost the Cunard Company? A. £2,-560,000.

Q. Did you, Mr. Lister, during the rate war, in 1904, especially observe the third-class passengers who actually embarked on the Cunard ships at Liverpool? A. Yes, because in 1904, I was head of the Third-Class Department.

Q. At Liverpool? A. At Liverpool.

Q. Did your duties especially direct your attention to those passengers at that time? A. Yes, my duty was not only in the office, but I used to board every ship. I mean to say every ship when I was in Liverpool; I may have been away from Liverpool for a day, you know.

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Q. Did the third-class passengers who embarked on the Cunard Company's ships at Liverpool, during the prevalence of that rate war, differ from the ordinary, average Cunard passengers? A. To a very marked degree. If you would like me to illustrate—

Q. State, please, how they differed? A. At the time of the rate war—

Q. Confine your attention to the rate war of 1904? A. At the rate war of 1904, what happened was this directly the rates were reduced, certain agents who

4672 were in touch, close touch, with this lowest class of passengers drawn from the East End, if I might say, the slums of London, and from such places as the lowest quarter of Leeds and lowest quarter of Manchester, and the big towns, they used to secure in advance large numbers of berths in each ship, and they used to send in as many as a hundred at a time of advice slips of the bookings of these passengers. When the passengers came along we found out that they were practically the very poorest class of men, still, having been booked we were bound to accept them.

4673 Q. Did you personally see the passengers who embarked at that time? A. Personally. I have a very vivid recollection of what was happening at that time, I think. A class entirely different.

RE-CROSS EXAMINATION by Mr. Guiler:

Q. Now, Mr. Lister, those passengers were accepted however by the Cunard Line, were they not? A. They were accepted by us.

Q. And carried to the United States? A. And carried to the United States.

Q. Were they examined by your physician before they left Liverpool? A. Yes.

4674 Q. They were? A. Yes.

Q. Did you notice whether any greater proportion of those emigrants were sent back than had been sent back during previous years? A. I can't tell you exactly.

Q. After examination by your physician? A. Certainly, we used to reject very large numbers.

Q. I mean by the emigration officers here? A. The Ellis Island records will show that. I cannot answer that.

Q. Have you got them here? A. I don't think I have any Ellis Island records here. The bulk of the

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passengers though, who were accepted, were those who just squeezed through; they were just over the level to enable them to flow in practically; that is what you might say of them.

Q. You didn't notice any appreciable number of them who were sent back by the authorities at Ellis Island, during that year? A. I cannot recall at the moment, what numbers were deported. I think we could furnish you some definite information if you wish.

Q. So far as your memory goes, however, they were not any different that year than others? A. The number sent back may have been a little larger in those years, sir.

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Q. That is your recollection? A. That is my recollection. As I say, they were just admissible according to the laws and therefore they were naturally permitted to enter the country; but they were a very different class of people to what we get in ordinary conditions.

Q. But those who had tickets or booked tickets and appeared to be fitted to go through according to the regulations of the United States authorities here, were permitted by the Cunard Line to go through and to be carried? A. Yes, because they had tickets.

Q. Although they were of a lower class? A. Were of a lower class. But they had tickets. Under the British Merchants' Shipping Act, and although they were a very poor class of people, we had to go through them and then we said we cannot see any reason why they should not be admitted to the United States, and, therefore, we had to carry them. Had we rejected all of them in Liverpool we would have been liable to action by every one of them under the Merchants' Shipping Act.

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Q. Hasn't it come to your observation, that the emigrants of late years had been—even of the worst class—that is, take the emigrants from Southern Russia

4678 and Hungary and various other places, Southern Europe, whether those were not the worst class, a worse class than those coming from Leeds, Manchester, London and so forth? A. I don't think they were such a bad class; I don't think they are such a bad class.

Q. Aren't they a poorer class? A. I don't say so. I think you will find them more thrifty.

Q. Aren't they a poorer class than the average Britisher that comes from Leeds and Manchester? A. These might not be British; these are all foreigners that came from London and Leeds and Manchester.

4679 When I say foreigners, I mean foreign to England; they were what we call aliens in England.

Q. Then this examination that you had by the physician there was as much for your benefit as it was for the benefit of the United States Government, was it not? A. Just as much, because we did not want to carry people over who were likely to be deported.

Q. And who would be taken back at your own expense? A. Yes, as I said this morning; I think we have an excellent reputation at Ellis Island and are always anxious never to do anything to put a black mark against us. I think we go in for far more extensive weeding out though, than anybody else.

4680 By Mr. Spooner:

Q. Then a part of your testimony is to the effect that a war of rates, the demoralization of rates has an effect upon the quality of the emigrants that come over? A. Yes, that is; the likely or commercial class of passengers at once falls down.

By Mr. Guiler:

Q. But your carryings were appreciably increased during those years, weren't they, at the lower rates? A. Our carryings in 1904 in the rate war, I don't

think they were very much more than what it would have been in an ordinary year; our receipts, of course, were enormously less.

Q. Hasn't it been your experience that at the lower price a great many more emigrants travel than at the higher price? A. I might say that is true, but you cannot carry any more than your tonnage will accommodate.

Q. Isn't that shown by the fact of the arrangement in the Agreement A. A., whereby those plus in the pool, shall increase their rates in order to bring them down to their proper proportions; that is shown by 4682
that rule, isn't it? A. I think I know what you want. At the time of the rate war, with the low rate, you did encourge a lower class of people to travel, but under Agreement A. A., where you have different rates, it doesn't say, because a line advances its rate, that the passengers who are coming at the old rate are undesirable, or as undesirable as they are in time of a rate war.

Q. No, I don't mean that; what I meant was the high rate would have a tendency to retard the steerage passengers from coming in such great numbers? A. That has not been our experience.

Q. Isn't that the theory of that arrangement in the pool, that certain lines who are plus in the pool 4683
shall increase the rates? A. It certainly should.

Q. And other lines who are minus in the pool should decrease? A. On the face of it, it should have that effect, but you have a strange situation; in fact our most attractive third-class ships are our highest rated third-class ships.

Q. What ships are you referring to there? A. The Lusitania and Mauretania.

Q. Those ships are in a class by themselves, are they not? A. In speeding, but not in third-class accommodation.

4684 *Sidney John Lister*

Q. So that a person who is in a hurry to get to the United States or return from it, would naturally take those boats, would he not? A. Very probably.

Q. But, take the average boat, with the average experience under the plus and minus rule of the pool you have found, have you not, that a high rate will prevent certain people from travelling and a low rate will attract the people to travel? A. I don't think we have noticed it to any great extent, and further, I don't think we noticed any change in the passengers when we have what you might say, a stable rate, an ordinary rate of $30, as compared with a rate of $40.

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By Mr. Spooner:

Q. You mean, you don't see any change in the number, only in the quality? A. Only in the quality.

By Mr. Guiler:

Q. You remember I showed you this afternoon that letter of Secretary Peters where you refused to lower your rate on account of your position in the pool? A. That was from America.

Q. That was because you were at that time plus in the pool? A. In our Fiume Pool.

Q. And you felt at that time that because you were
4686 plus in the pool you would continue to be, if I may use the term, more plus in the pool if you lowered your rates, did you not? A. Yes, because the passengers we were carrying in those particular boats were ones that would be more influenced by the fluctuation of rates that the average passengers we carried in our other steamers.

By Mr. Beers:

Q. During the rate war of 1904, did the physicians of the Cunard Company, in Liverpool, turn back a greater percentage of those applying for passage than usual? A. Yes, they did.

Q. For physical reasons? A. For physical reasons. 4687

Q. And is it not a fact that under the British Shipping Act you reject an applicant for passage at your peril? A. At our peril.

Q. And if you reject a person whom you ought to accept you are subject to action? A. I can give you an instance where we rejected a passenger for trachoma, because our doctors told us that the passenger had trachoma, and that passenger brought an action against us. They are not confined to the Merchants' Shipping Act, they can go against us at common law. The passenger brought an action and that cost us one hundred fifty pounds, simply because we would not inflict on the United States a passenger whom we knew had trachoma. We reject a man because he is disabled, and he at once claims against us. If we prevent him from earning his living in America, where he is not supposed to have any work to get to, he at once proceeds against us and the British Law hits us again. We have had cases of that kind. 4688

Q. From your experience in the passenger business on the North Atlantic, Mr. Lister, what, in your opinion, would be the condition of that business, if all the agreements between the passenger lines were prohibited? A. My opinion would be, sir, that the whole of the business would at once become demoralized; that every line who would be free from what we might say a self governing influence, an influence which tends to the good of the business, would be entirely free to book anything it could, at any rate it could, and run any risks that it liked of a passenger being taken into the United States; it would try and, naturally, be apt to do its business in a very—well, one might say, undesirable fashion. 4689

Q. Would such a condition, in your judgment, lead to losses which would result in the retirement of some

4690 lines? A. I think it would. You would find that the lines, if there were no agreements, for a time would try and keep a fairly average rate for the carriage of their passengers, but if one line saw then that it was not getting its passengers against another line it would naturally tend to reduce rates and then the battle would be to the strongest, of course.

Q. What relation or analogy would there be, in your opinion, between the arrangement embodied in Agreement AA and such a control as any government might maintain over its own carriers within its own borders? A. The thing is very similar I think you
4691 might say. There is no government on the ocean, but there are steamship companies, so they try to devise some rules for carrying on their own business, and to control the conditions of traffic, just the same as any country tries to devise some laws for the conduct of its passengers, and the conduct of traffic on shore, on its own land.

Q. That is, it is local self-government on the sea? A. It is practically local self-government on the sea.

Q. In the absence of any other kind of government? A. In the absence of any other kind of government.

Q. From your experience, do you think that the
4692 maintenance of stable passenger rates on the North Atlantic is as important to the public as it is to the steamship lines? A. I think it is every bit as important.

By Mr. Guiler:

Q. What do you mean by the answer which you made to Mr. Beers that the business would be demoralized; do you mean by that that every line would be out after all the business that it could obtain? A. No, sir I don't mean that altogether. I mean it would ignore all conditions covering agents, which is a very

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essential thing. If you lose your agents' organization you will get agents who are not of very high repute, offering you passengers whom you are not sure they understand will be admitted to the United States; and I said in answer to the lawyer, that while each line would endeavor to maintain an average rate there would be nothing controlling that average rate and naturally when one saw that its business was diminishing that line would at once commence to reduce, and when they commenced to reduce probably others would follow, with the result that without an agreement certain of those lines which had been very estimable lines before, might be entirely hounded out of the business.

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Q. And it would be then the survival of the fittest, is what you mean? A. The survival of the fittest, yes.

Q. And you mean to state when you say that the agency proposition would be at sixes and sevens that the agents are somewhat human and would get as much out of you as they could? A. Yes, and out of the passengers. Probably if we reduced the rate the passenger would never know what he is going to get, and we know of cases where we told the agents the rate was four pounds or five pounds and he never told the passenger the rate, and probably closed a pound or two more for himself over that. The average passenger that come at the demoralization rate time is rather a more stupid passenger than at ordinary times, and he does not know that some of these passenger agents, what we say in England, would rook him every way they could.

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By Mr. Spooner:

Q. You would have no way to prevent it? A. There would be no way that we could know it.

4696 By Mr. Guiler:

Q. But every line, then, irrespective of other lines, would be out for all the business it could get? A. They would be out for the business in exactly the same way they are out for it now. We are all out to get as much as we can, but there would be no agreement, there would be no controlling interest or influence; the rates would be maintained at just barely a probably paying figure for a time and then, as I said, they would drop and drop until the business was probably left in the hands of one or two, if they went on long
4697 enough. That would be the final result. Instead of having perhaps a dozen lines catering for the business you might get only two or three.

Q. But might it not be possible that the two or three lines you speak of would have enough ships to take care of that business? A. Yes, but if there was no money to run the ships there would be no use of having the ships.

Q. But assuming the others were out of it, those two or three lines could take care of the business? A. I don't think they could. They could take care of all they could carry, but not all that would want to go, I think.

4698 Q. Don't you think they would be able to take care of it? A. I cannot answer that point; I don't know; it all depends on how many people are going across to America or any other country.

Q. We are only predicting here, and I am trying to get the benefit of your prediction? A. I expect they would build right away or buy for next to nothing the ships of the other people, which they could not operate.

Q. I want to know, Mr. Lister, if the two or three lines which were left and which proved themselves the fittest amongst all the lines, whether in your opin-

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ion they could not take care of the business which those other lines, and they, had been previously taking care of? A. I don't think they could. I think what would follow, they would, the two or three that were running, would throw their chances together, or they would build new tonnage at once, or buy up the old tonnage that the others could not operate, because there would be a lot of tonnage there floating about, doing nothing.

Q. They would naturally, would they not, take up all the tonnage which would supply the demands of emigrants, made upon them? A. Yes, they would and let the other go.

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Q. And then the supply would be equal to the demand? A. Then we would have lost in the carriage of the passengers, and several of the companies that would possibly have had just as much right to be there as the others, that would be the result of no agreement.

By Mr. Beers:

Q. And in the event, Mr. Lister, that by process of elimination, the process of elimination that you have just been discussing, in the event of the lines in the passenger business in the North Atlantic being reduced to two or three, the business combining to increase the rate, the rate would be increased? A. Naturally, you would have it all in your own hands practically.

4701

By Mr. Guiler:

Q. In your opinion, Mr. Lister, the two or three lines that were left would be in competition against each other, wouldn't they? A. I think after you had such a serious situation as we have just been illustrating, I think you would find the opposition would be very much in love with each other.

4702 *Sidney John Lister*

Q. They would form another pool? A. They may not form another pool; they would still be in competition with each other, but they would endeavor to get back to the state of reasonable lines that they had been in before.

Q. That would mean another AA. in your opinion, wouldn't it? A. I have already admitted that I am a believer in pools.

Hearing adjourned until Monday, November 25th, 1912, at 11 o'clock A. M.

4703

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, against HAMBURG - AMERIKANISCHE-PACKETFAHRT - ACTIEN - GESELLSCHAFT, and Others, Defendants.	Before: Charles E. Pickett, Esq., Examiner.

4704

New York, November 25th, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq.; Henry A. Guiler, Esq.; for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher; by Charles C. Burlingham, Esq.; for the Anchor Line, Ltd., *et al.*

4705

Messrs. Choate & Larocque, by Nelson Shipman, Esq.; for Norddeutscher Lloyd, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers., Esq., and Allan B. A. Bradley Esq.; for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq.; for the Russian East Asiatic Company., *et al.*

HANS HERMAN KELLERMANN, sworn on behalf of the defense testified as follows:

Direct-examination by Mr. Beers:

4706 Q. Where do you reside Mr. Kellermann? A. Montclair, New Jersey.

Q. Are you connected with the Cunard Company? A. Yes, sir.

Q. In what capacity? A. I am Manager of the Steerage Department, Third Class Department.

Q. In New York? A. New York.

Q. How long have you been connected with the Cunard Company? A. For about thirteen years.

Q. And in what capacity during that time? A. All the time as manager of the Third Class Department.

Q. How long have you been in the steamship business? A. About twenty-four years.

4707 Q. And where? A. In New York, with the Allan Line and Cunard Line.

Q. Did you state what lines, other than the Cunard, you have been connected with? A. Yes, the Allan Line.

Q. In what capacity were you connected with the Allan Line? A. Passenger manager.

Q. Where did the ships of the Allan Line Company run when you were connected with them? A. Between New York and Glasgow.

Q. Did those ships carry passengers? A. Oh, yes all of them.

4708 Q. Please state whether your duties for the Cunard Line have had to do with examining the conditions of the third-class passenger service, and if so, state what your duties have been, and what you have done so far as concern steamships of the Cunard Company? A. Well, my duties as manager of the department are to follow the accommodations of the ship, the booking of the passengers, and to see that everything is in proper shape. I make it a rule to board ships every once in a while, and to go over their accommodations; and in the office my business is to book the passengers and see that they get their proper tickets, baggage tags
4709 and so forth, ready to go on the ship.

Q. Do you meet the ships of the Cunard Company when they arrive? A. At times; not always, but most of the time.

Q. Do you go to the dock when the ships are leaving? A. Always.

Q. Are you familiar with the service of the Cunard Company at the present time so far as third-class passengers are concerned? A. Yes, sir.

Q. Please state whether you are familiar with the conditions of the third-class passenger service from New York to Europe, say, twenty years ago? A. Yes, sir. At that time I was with the Allan Line.

4710 Q. Did your duties then require you to make yourself familiar with those conditions? A. Yes, sir.

Q. Were you familiar with the third-class—were you familiar with the conditions of the service for third-class passengers on the Cunard ships about twenty years ago? A. No, sir, not directly but all lines have pretty nearly the same arrangement, and I am familiar with those of the other lines in a general way; also, of course, with those of the Cunard Line at that time.

Q. Can you state from your experience whether or not passenger lines have followed one another in re-

spect to improvements in the conditions of the third-class service? A. Yes, sir, more or less.

Q. Well, can you state that you are familiar with the conditions of third-class passenger service to New York, twenty years ago, in a general way, as to the ships of most of the lines? A. Yes, sir.

Q. Now, going back to the conditions of, say, twenty years ago, what were the arrangements of the passenger lines running to this port in respect to the sleeping accommodations for third-class passengers; please describe them fully? A. Well, about twenty years ago was when a signal improvement took place in all of the lines. Just previous to that steerage passengers were accommodated in big, open compartments, fitted with bunks, three or four tiers high, five or six berths wide so that in many cases people occupying the inner berth had to crawl over the outer berth to get into their bunks. And the bedding, and eating utensils had to be provided by the passenger himself at his own expense, 4712

Q. What do you mean by bedding? How much had the third-class passengers, say, twenty-three or twenty-four years ago to provide? Just back of the time when you say there was a decided change? A. They had to provide their bedding, mattress, pillow, and whatever covering they wanted, and their eating utensils, which at that time were generally tin cans and tin pots; knives and forks, such things, whatever they needed. 4713

Q. These bunks that you have referred to, as being used at that time—how many of them were there in a single compartment as a general thing? A. Why, that was different according to the size of the compartment but it runs all the way up to two or three hundred in a big compartment.

Q. At the time of which you are testifying who took charge of the bedding in the bunks? A. Why,

the passenger himself took charge of it. He brought it on board and took it from board, if he wanted it, or threw it overboard if he didn't want it. He had to care for it on the voyage, and in fact, it was all left in his charge. He had all to do with it.

Q. Do I understand you to testify that when these bunks were arranged several side by side, so that the person who had the inner bunk had to crawl over those on the outside? A. Yes.

Q. Describe the present arrangement as to sleeping accommodations in the better class of passenger ships
4715 running to this port, Mr. Kellermann? A. In the better ships nowadays, the third-class accommodations are arranged into rooms containing two, four and six berths. The mattress, pillows, blankets, whatever necessary, are furnished by the company, free of charge, to the passenger, and in each room there is, besides a washstand, a can of water to wash in, water carafe, glasses.

Q. That is for drinking water? A. Yes. A towel and a settee; they can sit down on it when they are undressing or dressing, and each room can be locked; there is a key for each room and it can be locked to secure privacy. Besides this there is on the modern steamers a shower bath—

4716 Q. Confine your testimony, please, to sleeping accommodations for the present. A. Oh—

Q. Under the condition which now prevail, who takes care of these separate rooms to which you testified? A. Stewards and stewardesses.

Q. Are stewards and stewardesses provided for the third-class passengers? A. Yes, sir.

Q. In any considerable number? A. Yes, large numbers.

Q. Were such stewards and stewardesses provided, if you know, say, twenty-three or twenty-four years ago? A. No, sir.

4717

Q. Who keeps these rooms clean and attends to them? A. The stewards' department.

Q. Is that the same general system which is pursued in the first and second cabin? A. Just the same, yes.

Q. Except that the furnishings are different? A. Yes.

Q. What bedding is furnished now on these steamers for the third-class passengers? A. A mattress, pillow, blankets. The mattresses are generally enclosed in ticking—heavy ticking, and the filling is excelsior or sea grass. Besides they have blankets, warm woolen blankets are furnished.

4718

Q. Will you state what system was pursued from twenty to twenty-three or twenty-four years ago, with respect to giving third-class passengers their food on the passenger ships, coming to this port? A. In those days the food was brought into each compartment by a steward, who called the passengers around him with their utensils, and he measured out whatever stuff they wanted from a big receptacle, a can, tin can or iron can, and dealt it out to each passenger, and had a basket or—yes, a big basket of bread and gave them a couple of slices of bread and let them go about their business, and after one was through the next was the same thing.

4719

Q. Did the steamship companies then furnish any utensils for the passenger too— A. No, sir; the passenger had to bring his own utensils.

Q. And do I understand that the passengers received this food in their own utensils? A. Yes, sir.

Q. Where could they then go to eat it? A. They had to go and sit down wherever they could; some sat down on their bunks, some on their trunks; different places; stairways; wherever they could find a place to sit down and eat.

4720 Q. Was there any cabin furnished to them to use as a dining room? A. No, sir. They had to eat it in the open compartment.

Q. In those days did the company keep the passengers' utensils clean? A. No, sir; each passenger had to keep his own clean.

Q. Please describe the present conditions prevailing in the better ships, running to this port, in connection with the meals for passengers? A. The better ships nowadays have big dining rooms fitted with long or smaller tables, and with revolving chairs. The tables are set by the stewards with—

4721 Q. The company's stewards? A. The company's stewards; and the passengers sit down at the tables and are served there by the company's stewards.

Q. So far as the arrangement of tables and chairs is concerned, that is the same arrangement that prevails in the first and second cabin? A. Practically the same.

Q. How are the cooking utensils provided at the present time? A. They are provided by the company; taken care of by the stewards' department.

Q. How are the meals served? A. Served by the steward at the tables.

Q. Are the third-class passengers required in any
4722 way to work on those? A. No.

Q. No more than the first and second cabin? A. No, sir.

Q. Are any special arrangements made in the better class of passenger ships coming to this port for the comfort and amusement of the third-class passengers? A. Yes.

Q. Please describe then? A. They have, for instance, in the dining room a piano, which they use for concert and entertainment during the afternoon and evening when they are not using the dining room for eating purposes. They have smoking rooms for

the men and social rooms for the women folk, large open and closed promenade decks, with settees and benches along, where the passengers can either sit down or promenade as they desire. Besides that for the passenger's comfort are shower baths, hot and cold water baths, lavatories built according to the latest sanitary improvements, with running water. Some of them are fixed so that when the door opens the water flushes.

Q. In what respect do those arrangements as to lavatories differ from the arrangements as they existed, say, twenty-three or twenty-four years ago? A. 4724
In those days they had on the side of the ship a wooden box with three or four or five holes. In fact they had no privacy.

Q. Do I understand that there are now separate and private toilet arrangements? A. Yes; the same as in buildings.

Q. Please state whether these third-class toilet arrangements now differ in any material respect from those furnished for first and second cabin? A. Only in the elaborateness of the fittings.

Q. But as to arrangement? A. But as to arrangement it is just the same. I may also mention there is a wash room where women with children on board, can go and wash the children's clothes whenever they 4725
want to.

Q. Was there any such wash room twenty or twenty-five years ago? A. Oh, no, no, sir. There are also other wash rooms distributed around the ship where the passengers at any time during the day or night can go and clean themselves whenever they want to.

Q. Have you stated what deck space is now allowed for third-class passengers on the better ships, running to this port? A. As I stated before, there is open and closed deck space, and the deck is fitted with

settees and benches so that the passengers can either sit down or promenade as they wish.

Q. The closed deck they use in bad weather? A. The closed deck they use in bad weather, yes, and the open deck in good weather.

Q. You have testified, as I understand, that there are smoking rooms for the men of third cabin? A. Yes.

Q. And what arrangements are there for the women? A. Social rooms for the women, where they can sit and sew, converse, read and write; whatever they feel like.

4727 Q. Do you know whether the third-class dining cabins of the Cunard ships are now extensively used for social purposes? A. In the afternoon and evening, yes. They get together to concerts and entertainments of various kinds in the dining saloon.

Q. Can you state what changes have been made in respect to the food furnished for third-class passengers, as between twenty years ago and the present time? In a general way, what changes? A. Yes, in a general way, I can state that twenty years ago passengers received, for instance, it was set out in the way I described before, and that settled it.

Q. And do I understand that that was brought in 4728 some general receptacle and ladeled out to the passengers? A. Yes.

Q. Go on? A. Whereas, at the present time the passengers are served from the bill of fare. They can pick out whatever they want, two or three courses, be served in the cabin; the stewards ask them what they want, the same as in any ordinary restaurant, and it is brought to them by the steward.

Q. Have you at my request produced the bills of fare in the third cabin for one of the Cunard ships for a week during the past year? A. Yes, sir.

Q. Will you produce those bills of fare? A. Yes (producing).

Q. On what ship? A. On the Laconia.

Q. Were these bills of fare which you have produced actually used on the ship whose name appears at the head of the bill of fare? A. Yes.

Q. What ship is that? A. The Laconia.

Q. For what days—on what days were those various bills of fare used? A. On Sunday, January 21st, Monday, January 22nd, Tuesday, January 23rd, Wednesday, January 24th, Thursday, January 25th, Friday, January 26th, and Saturday, the 27th of January. 4730

Q. What year? A. 1912; also Monday, January 29th. They are printed in two different languages.

Q. One of these is printed in English, is it not? A. Yes, sir.

Q. In what language is the other printed? A. Swedish.

Q. Can you read Swedish? A. Yes, sir.

Q. Have you examined these bills of fare that you produce? Have you read them? A. Yes, sir.

Q. But do these bills of fare represent the food generally served to third-class passengers of the Cunard Company at the present time? A. Yes, sir.

Q. That is, are these typical bills of fare? A. These are typical, yes. 4731

Mr. Guiler: This is all objectionable, Mr. Beers.

Mr. Beers: You mean leading?

Mr. Guiler: No, I think the whole subject is objectionable. He has not made this trip and eaten the food and so forth.

Mr. Beers: I offer as model exhibits, bills of fare used in the third cabin of the Cunard Ship Laconia on Sunday, January 21, 1912—

4732 Mr. Guiler: These all are in under my objection.

Mr. Beers: I understand. Monday, January 22nd, 1912; Tuesday, January 23rd, 1912; Wednesday, January 24th, 1912; Thursday, January 25th, 1912; Friday, January 26th; Saturday, January 27th; Sunday, January 28th; and Monday, January 29th.

Marked Defendants' Exhibits 7 to 15 inclusive.

4733 Mr. Guiler: I want to object on the ground that the witness was not present when these bills of fare were used and does not know of his own knowledge that they were used.

Q. Did you obtain these bills of fare, Exhibits 7 to 15 at my request? A. Yes, sir.

Q. How did you get them? A. I asked the chief steward to bring up a set of bills of fare he used during the trip, and he sent these to me.

Q. Do you know where these bills of fare used on the third cabin of the Cunard ships are printed? A. On board the ship, by the ship's printer.

Q. In the case of each of these bills of fare marked 7 to 15 do you produce a counterpart of the bill of fare

4734 for the same day printed in Swedish? A. There is one more of them than there are of the others. These do not give the date, simply the days; Monday, Tuesday and so on.

Q. Can you state from your own knowledge from what stores on board the Cunard ships the food is taken which is served in the third cabin? A. From general stores, where all the food is taken from.

CROSS-EXAMINATION by Mr. Guiler:

Q. You were not familiar, were you Mr. Kellermann, with the Cunard Line boats of twenty years

ago, were you? A. No, sir; except in a general way.

Q. Except from information you received from others? A. Yes, sir.

Q. You did not go aboard the boats or anything of that sort, did you? A. No.

Q. To find out these facts to which you have been testifying? A. Occasionally I went on board a ship, not for any purpose of that kind.

Q. What you have been testifying to about twenty years ago is taken from your knowledge then of the Allan Line ships? A. Yes, sir.

Q. Now, in general were not the Allan Line ships 4736
inferior to the Cunard ships, even twenty years ago? A. No, sir.

Q. They were not? A. No, sir; they were smaller, but they were not inferior in accommodations.

Q. Wasn't there less room for each passenger than there would be on the Cunard Line? A. No; they simply did not carry as many.

Q. Then your knowledge in regard to the Cunard Line is general, general information, that is, up to the time you became associated with the Cunard Line? A. Yes.

Q. Did you ever take a trip abroad in the steerage on the Allan Line to see what the conditions were there? A. No, sir. 4737

Q. Did you ever travel abroad in the Allan Line steamers? A. No, sir.

Q. To know the conditions there? A. No, sir.

Q. So these conditions that you are referring to now are what you have seen when the boat came into the dock? A. Yes, and when she left it.

Q. The various boats that came into the dock in New York? A. Yes, sir.

Q. And the same thing applies to the Cunard Line, does it? A. No, sir.

4738 *Hans Herman Kellermann*

Q. You have travelled steerage in the Cunard Line? A. No, I have not travelled in the steerage, but I have travelled on ships several times crossing over and had occasion to know the steerage accommodations.

Q. About how many times did you go down to the steerage while on board to know the condition of them? A. About once or twice a day.

Q. When was that that you took the trip abroad, or your trips abroad? A. The first time was in 1904, the second time 1907 and I believe in 1908 or 1909; I am not quite sure about the last trips.

4739 Q. That is all the practical experience that you have had with the steerage passengers, is it not? A. No, sir. I handle them continuously with the ships coming in and out.

Q. You handle them when they leave here and when they arrive here? A. Yes.

Q. In New York? A. Yes.

Q. But as to conditions while they are on board and are outside the Port of New York, or the Port of Liverpool or Glasgow, or wherever they were, you have not handled them except as you have testified to? A. Yes, sir.

Q. On your trips abroad? A. Yes, that is right.

4740 Q. Can you tell me, Mr. Kellermann, what were the average rates for third-class passengers twenty years ago on the Allan Line? A. No, I am not in a position to say that without reference to the record.

Q. You couldn't say that? A. No.

Q. Do you remember any of the rates while you were in the service of the Allan Line? A. No, I do not.

Q. You could not say whether they are more or less than the rates at the present time for third-class passengers? A. No, sir; I do not recollect.

Q. Then your connection with the Cunard Line

dates from about 1899, does it not? A. 1899; yes, sir.

Q. Can you tell me whether the rates for third-class passengers differed from 1899 to the present time on the Cunard Line? A. They differed somewhat, but I could not tell you the exact difference.

Q. You could not tell me that? A. Not without reference—

Q. You have not followed that, have you? A. Not without reference to the record; no, sir.

Q. You cannot say whether they are more or less now then they were then? A. No, sir.

4742

Q. But hasn't it been the general experience, Mr. Kellermann that where a line provides somewhat superior accommodations that the general public will be attracted to travel by that line? A. Yes, I should say it is natural.

Q. And then you would say it would be an advantage to the steamship company to have such superior accommodations for the third-class passengers? A. Surely.

Q. And that the chances are that the company will be preferred beyond others? A. Yes.

Q. Providing all the rest being equal, of course? A. Yes.

4743

Q. And sometimes even if the rates were higher they would prefer to travel on the boats provided with better accommodations rather than the ones that did not? A. That may be the case.

Q. You have stated here that the facilities for third-class passengers with regard to cabin accommodations, meals, and so forth, are practically the same as the second cabin passengers; now, do you know whether the rates—

Mr. Beers: Has he so stated?

Mr. Guiler: I understood so. He said practically the same as the second-class.

4744

Mr. Beers: I asked Mr. Kellermann, as will appear by the testimony, as to certain particulars, whether the arrangement was the same, that is, the arrangement of tables and revolving chairs and those things.

Mr. Guiler: Didn't I say that?

Mr. Beers: No, I think not.

Q. (Question read.)

Mr. Bullowa: You had better take out the word "practically."

Mr. Guiler: No, I like that word. That is a

4745 good word.

Q. I understood you to say that, isn't that so? A. No.

Q. State what you meant? A. I meant the arrangement, the arrangement in a general way of rooms and dining rooms and so forth.

Q. And chairs? A. And chairs. But I did not want to intimate that that was the same as the second cabin.

Q. Did you mean they had as much comfort in the third cabin as they would have in the second cabin? A. No, sir; by no means.

4746 Q. How did the chairs and tables and existing accommodations in general compare with the second cabin? A. In the second cabin, for instance, there are upholstered chairs, some upholstered with leather and some with velvet or plush, and different style of a chair, and possibly more comfortable than the third class chair, which is either wooden or cane seated.

Q. All you meant then in regard to the accommodations was that the arrangement is much the same? A. Yes.

Q. Although the actual tables, chairs and so forth are not quite so fancy? A. Not at all.

Q. Isn't it a fact, that at times the third class rate has so approached the second-class rate that it became a serious question with the lines as to whether they would not increase the second-class rate because the third-class rate had been agreed to be increased? A. I am not qualified to answer that question; I don't know anything about the second cabin rates.

Q. You don't know whether the second cabin rates at one time or other for, we will say the last ten or fifteen years, approached so closely that they are almost equal? A. Not that I recollect, sir.

Q. You would not say that it did not occur? A. 4748
Yes—well, I prefer not to answer that question because I don't know from actual knowledge.

Q. But, at any rate, you would not say that that did not occur? A. I could not say whether it occurred or did not occur when I don't know anything about it.

Q. You don't know? A. No, sir; I don't know.

Q. Has it been your experience, Mr. Kellermann, that the passengers of the third-class care much about whether they have bathing apparatus or not while they are on board the boat? A. Oh, yes; quite some people like their bathing arrangement.

Q. Have you inspected that part of it closely to know whether the third-class passengers in general take a bath or whether they do not? A. I have not, except 4749
from reports of the steward's department on board ship, and I may mention that the passengers at times make such reports to me in the office.

Q. Then you are only speaking from reports and from isolated instances where a passenger had spoken to you? A. Yes, and through the reports of the steward.

Q. Your statement then, practically comes to this, Mr. Kellermann; that in the last twenty years there has been a general improvement in the third class accommodations for passengers, is that the idea? A. yes, sir.

4750 Q. That about sums up in your experience your testimony here, does it? A. Yes, sir.

RE-DIRECT EXAMINATION by Mr. Beers:

Q. Mr. Kellermann, have you understood that questions I have asked you in reference to third-class passengers have related to the passengers who travelled on the cheapest possible basis to themselves? A. Yes, sir.

Q. And that they are related to what is called steerage in some ships and in others the third cabin? A.
4751 Yes, sir.

Q. That has been your understanding, has it? A. Yes, sir.

Q. And does your testimony apply to those passengers while travelling in that cheapest way? A. Yes, sir.

RE-CROSS EXAMINATION by Mr. Guiler:

Q. Just one question I would like to ask you: You have testified, Mr. Kellermann, in regard to the food and meat and so forth, being supplied to these passengers from a large tureen? A. No, rather a bucket.

4752 Q. And I want to ask you whether the lines, the Allan Line and the Cunard Line, in your experience has furnished in the past years the passenger with wholesome or unwholesome food, or whether it was any more unwholesome served from the tureen as it is today? A. I don't know as I can answer that question, because I don't know. Even if I did know at that time I wouldn't know it now how unwholesome it was then

Q. You don't know whether it was as wholesome then as it is now? A. No, sir; I couldn't tell you that.

4753

By Mr. Beers:

Q. Mr. Kellermann, Mr. Guiler has asked you in reference to food which years ago was served in these ships from tureens. Will you describe the receptacle from which the food was served to these cabin passengers, say, twenty or twenty-five years ago? A. Well, I can best describe it by calling it an ash can; it was exactly the shape of the present tin ash cans; a round receptacle.

By Mr. Guiler:

4754

Q. That wasn't the same can that was used for ashes, was it? A. No; of course it wasn't.

Q. It was solely used for food, isn't that so? A. It was solely used for food, yes.

Hearing adjourned to Wednesday, November 27th. 1912, at 11:00 o'clock A. M.

Last Petitioner's Exhibit 1916.

Last Defendants' Exhibit 15.

4755

4756 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, against HAMBURG-AMERIKANSCHE- PACKETFAHRT - ACTIEN - GESSELLSCHAFT and others, Defendants.	Before: Charles E. Pickett, Esq., Examiner.

4757

New York, November 27, 1912.

Met pursuant to adjournment.

Mr. Guiler: Senator Spooner advises me that he will not be able to go on today inasmuch as he has not been able to get the witnesses he expected, but that he will go on Monday at 11 o'clock and thereafter, if possible, until he finishes with his witnesses.

Mr. Bullowa: I want to note on the record that I will not be able to go on on Wednesday, December 4th. 1912.

Hearing adjourned until Monday, December 2, 1912, at 11 o'clock A. M.

4758

UNITED STATES DISTRICT COURT, 4759

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERICANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT, and Others,
Defendants.

4760

Before Charles E. Pickett, Esq., Examiner.

New York, December 2nd, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise., Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Charles Burlingham, for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.*

4761

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

4762 *Robert Kerr*

ROBERT KERR, called on behalf of the defendants, testified as follows:

Direct-examination by Mr. Spooner:

Mr. Kerr, where do you reside? A. At the present I reside in Toronto, Canada.

Q. Can you state whether or not you have been some years connected with the Canadian Pacific Railway; if so in what capacity? A. Up to September 30, 1910, I was twenty-six years in the service of the Canadian Pacific Railway Company. The last eleven years as Passenger Traffic Manager of the system.

4763 Q. You still have certain affairs of theirs then within your supervision? A. Yes, look after certain things that they give me to do once in a while.

Q. So you are still connected with them? A. Yes, still connected—although retired from active service.

Q. When did the Canadian Pacific Railway go into the Atlantic Steamship business? A. 1903.

Q. To what extent did they go into it? A. In that year they purchased fifteen ships from the Elder Dempster Co.—their Atlantic fleet.

Q. It has, from time to time, added to its fleet on the Atlantic? A. Well, they have built two new ships, the Empress of Britain and the Empress of

4764 Ireland; two large and fine ships and they lost one and one they transferred over to the Pacific service. That is running on the Pacific between Vancouver and Yokahama and Hong Kong, so that today they still maintain a fleet of fifteen ships on the Atlantic.

Q. What is the mileage of the Canadian Pacific Railway? A. Between eleven and twelve thousand miles. It is increasing all the time. It is hard to say at any moment how many miles they have got but they are close up to twelve thousand miles now. We will exceed that next year.

4765

Q. Will you please state what lines they operate in the United States—I don't mean the railway companies they control by ownership of stock, which operate in the United States, but lines of railway operated by the Canadian Pacific in the United States? A. Well, there is about one hundred ninety-seven miles of road, chiefly little spurs, running into points in the United States. In Maine from the international boundary to Matteawamkeag, one hundred and forty-four and one-half miles, then from the international boundary to Houlton, three miles. I might say the first is the international boundary between Quebec and Maine. Houlton is in Maine and from the international boundary line between New Brunswick and Houlton, is three miles. Presque Isle from the international boundary line, between New Brunswick and Maine, the distance is twenty-nine and two-tenths miles. Then in Vermont, from the international boundary line between Vermont and Quebec to North Troy, seventy-two one hundredths, nearly three-quarters of a mile.

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Q. Seventy-two one hundredths of a mile? A. Seventy-two one-hundredths of a mile. The Richford Newport district, in Vermont, twenty-one miles. The whole mileage figures up one hundred and ninety-seven and seventy-nine one hundredths.

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Q. That comprises all of the railway operated within the territorial limits of the United States by the Canadian Pacific Railway? A. Direct, yes.

Q. The steamship department of the railroad company is entirely distinct from the railway? A. Yes, they are operated under separate management and by a separate staff although presided over, of course, by the vice president, who is in charge of all the traffic matters and a passenger traffic manager who has also charge of, but aside from that the steamship lines have

4768 their own officials, their own offices and officers to look after their business apart from the railroad.

Q. Are you able to give the proportionate steerage passengers travelling from the United States to Canada on the lines of railway operated by the Canadian Pacific Railway? A. Travelling, you mean settlers coming out of the United States into Canada?

Q. Yes? A. I have not got the figures here, sir.

Q. Nor have you the proportion of Canadian Pacific Railway passengers travelling from the United States to Canada on lines of railway of their company—I don't know, but thought you gave such testimony? A. Well, I understood at the time, that it was the proportion of business to and from the Atlantic service—to and from the United States the proportion that were carried by the Canadian Pacific and the proportions that were allotted to other railway lines to carry.

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Q. That is, from the United States into Canada, through Canadian ports? A. Through Canada and from Canadian ports to the United States. The proportion of steerage passengers travelling from the United States to Canada or through Canada on lines of railway operated by the Canadian Pacific railway was eighty-five per cent and on other railways fifteen per cent.

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Q. What port do the steamships of the Canadian Pacific Railway ply between. What Canadian ports and other ports? A. Montreal, Quebec, St. Johns, New Brunswick, Halifax, Nova Scotia.

Q. I am speaking now of the Atlantic? A. To Liverpool and London.

Q. Do the steamships of the Canadian Pacific Railway go into or sail from any port of the United States? A. No, sir.

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Q. You are familiar with this contract between certain steamship companies, Atlantic Steamship Companies, the "AA" agreement? A. Yes, sir.

Q. The Canadian Pacific at one time was a member of that, party to that agreement? A. Yes.

Q. Do you remember about the time of that? A. Well, we acted with the conference in about 1904. Of course this so-called pool was not formed until 1908.

Q. Well, did you become a member of the pool—party to the pool? A. Yes, sir, in 1908.

Q. Eastbound and westbound? A. No, only eastbound. 4772

Q. Is your company in any way connected with it now? A. No, sir.

Q. Neither westbound nor eastbound? A. No, sir.

Q. Never was westbound? A. Never was.

Q. When did it cease to be a party to it—eastbound? A. March 1st, 1911.

Q. When was the notice given under which you withdrew? A. We gave notice on November 26th, 1910; we were bound to give three months' notice.

By Mr. Guiler:

Q. Have you a copy of that notice?

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Mr. Spooner: I think the notice was given in Europe.

Mr. Guiler: You have not got a copy of it here?

The Witness: I have got a copy but it is not signed.

Mr. Spooner: Have you a copy?

The Witness: I have not got it here. It is up at the hotel. It was sent to me as a copy by our European manager in London. It is a notice giving notice under Article 22.

Mr. Spooner: I understand that you did not require us to produce—you say 22, that relates to fighting ships, doesn't it?

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The Witness: That is true, yes. We gave notice of withdrawal from the pool November 26th, 1910, and it became effective on the 1st of March, 1911, and since which time we have not participated in any way in the pool.

Mr. Spooner: Well, you are in a position to state whether since March 1, 1911, you have participated at all in the agreement "AA."

The Witness: No, not at all in the pool.

Q. Neither carrying a proportion of its burdens nor participating in its benefits, if there were any? A. No.

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Q. That you know? A. Yes, that I know by information, of course, given to me.

Q. From officials' accounts and all that? A. Yes.

Q. You had charge of the business in this country? A. Yes.

Q. Were you a party with the Canadian Pacific, a party to what is called the fighting ship agreement, commonly called the fighting ship arrangement? A. Yes.

Q. Did you furnish any ships? A. No.

Q. Under that agreement? A. We never furnished any fighting ships.

4776

Q. You never furnished any fighting ships? A. No.

Mr. Spooner: I offer in evidence circular letter: "Secretary's Office, Atlantic Conference, Jena, November 28th, 1910, G. No. 1066."

Marked Defendants' Exhibit 16.

Mr. Spooner: That is the notice that you referred to as having been given on the other side?

The Witness: Yes.

Mr. Spooner: That was to become effective February 28th, 1911?

The Witness: Yes. It terminated on that date. On March 1, we were all free.

Q. Is the fighting ship agreement considered to be covered by that word of "all subsidiary agreements"?

Mr. Guiler: I think so, yes.

The Witness: We gave notice of withdrawal on the 15th of June, 1910, participating in the fighting arrangement. "Competing" ship, I think they decided to call it and that notice became effective on the 15th of July, 1910.

Q. Since that time you have never participated? A. Since that time we have never participated in the 4778
competing ship arrangement.

Q. Was this action either in respect of the "AA" agreement or of the fighting ship agreement influenced at all by any acts of the government, do you know?

Mr. Guiler: I don't think that that ought to go in, Senator—let it go.

The Witness: In a way no. Of course, when we entered into that arrangement back in 1908 we knew we were not in any breach of any law of Canada, or Great Britain.

Mr. Guiler: I think he is not qualified to state that, Senator. 4779

Mr. Spooner: I think he is.

Mr. Guiler: He has not been shown to be an expert in the law in the United States or Great Britain. I think I will move to strike that question and answer out.

Mr. Spooner: Go ahead.

The Witness: We never dreamed that we would be in any breach of any law of the United States, not operating ships to and from ports in the United States in connection with this business.

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Mr. Guiler: I also move to strike that out.

The Witness (continuing): But when we found that the United States Government was not pleased over the arrangement, why that had an influence with us, of course, in cancelling this arrangement.

Mr. Spooner: I move to strike that out.

The Witness: Our other interests were too great to beat up against the United States Government on any of these questions. It is generally only necessary for us to know what they want for us to comply.

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Mr. Spooner: It is difficult somewhat, Mr. Guiler, to determine from the decisions just how far—I don't want you to think I am putting in something that I think is inadmissible, because I don't want to.

Mr. Guiler: I don't think this gentleman is qualified to talk about the laws of the United States or anywhere else. He is a passenger steamship man. Personally, I don't think his word will have much weight with the Court.

Mr. Spooner: Well, this is the moral question.

4782

Q. Now, Mr. Kerr, I wish you would state as fully as you can the method which is pursued when one sought to purchase in the Canadian Pacific, purchase a steamship ticket in the United States—railway ticket—for transportation on the Canadian Pacific in Montreal and Quebec? A. Take for example, Chicago, where we maintain a steamship and a railway office.

Q. Separate and distinct? A. The stands are separate but they are both in the same office.

Q. Yes. A. Same office room. A purchaser going in to buy third-class transportation from Chicago

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to London, England, would be told what the total cost would be from Chicago to London, England. Then if he chose to pay over the total money, the railway ticket would be secured for him, reading from Chicago to Montreal. A steamship ticket would be given to him, sold to him there in the office, reading from Montreal to Liverpool, England, and an order for his railway trip from Liverpool to London, England.

Q. He would have three separate transportation tickets? A. Yes, sir.

Q. One by rail from Chicago to Montreal, direct, by steamship from Montreal to Liverpool and a con- 4784
tract with an English railway company for transportation by rail from Liverpool to London? A. Yes, sir.

Q. By what road would he be sent from Chicago to Montreal, over what Canadian Line. In other words what liberty is given him as to the choice of the road by rail? A. If he expressed a desire to travel by the Grand Trunk, say, for instance, a Grand Trunk ticket would be obtained for him. If he did not express any choice, he would be given a ticket over the Wabash & Canadian Pacific—Wabash to Detroit, C. P. R. to Montreal.

Q. The Grand Trunk was independent of the Cana- 4785
dian Pacific? A. Absolutely.

Q. Transportation by rail from Chicago to Detroit would be subject to the—would be under the advertised rates posted by the Interstate Commerce Commission? A. Yes, sir.

Q. Would the Canadian Pacific Railway Company have any interest in that? A. None.

Q. None whatever? A. None.

Q. Derive any advantage from it? A. None.

Q. No more than if the passenger had gone over the Grand Trunk? A. West of Detroit, none whatever.

4786 Q. I mean between Chicago and Detroit? A. None whatever.

Q. So it would be immaterial to the Canadian Pacific which way so far as dollars and cents were concerned? A. So far as earning or monetary results, yes.

Q. The passenger is left free to choose his way, by way of Montreal or Quebec? A. Yes, sir.

Q. Now, in Canada a passenger went over the Canadian Pacific Railway from Detroit? A. Detroit.

Mr. Spooner: I want to introduce in evi-

4787 dence—take out, if you please, the parts of it that are immaterial.

Q. What is that (handing witness paper)? A. This is a copy of the Canadian Railway Act, entitled, "An Act respecting railways."

Mr. Guiler: Objected to as immaterial, incompetent and irrelevant.

Mr. Spooner: It is very much like our Interstate Commerce Act. It requires railway companies to publish their rates, prohibit them from reducing the rate except on notice, and so forth?

The Witness: Yes, sir.

4788 Q. Do you know whether this is the latest one? A. It was sent to me by Mr. Creelman, General Counsel of the Canadian Pacific. That I take to be the latest. Mr. Creelman would not send—

Mr. Guiler: Do you want very much of it?

Mr. Spooner: I don't want to encumber the record; we will pick out anything you want.

Mr. Guiler: You introduce the whole thing for identification.

Mr. Spooner: I will introduce it subject to the selection of such portions of it as we agree

to be material, or I will introduce it for identification and we will go over it in the meantime.

Marked Defendant's Exhibit No. 17, for identification.

Q. Then if the passenger goes either by the Wabash or by the Grand Trunk or any other railway to Detroit, the Canadian Pacific does not share in that? A. No, sir, nothing.

Q. Directly or indirectly? A. No, sir.

Q. That was of no consequence? A. No, sir.

Q. The passenger takes the ship, your ship, under 4790
the steamship contract at Quebec or Montreal? A Yes, sir, in the summer time.

Q. In the summer time, and in the winter time, where? A. St. Johns, New Brunswick or Halifax, Nova Scotia.

Q. That is because the ice is so you cannot get in? A. You cannot get up the St. Lawrence Gulf.

Q. Now, you carry passengers from some foreign ports to Canada to a point in the United States; what is that? A. They, starting from Britain?

Q. Yes, start from Britain? A. Well, he is sold a ticket from Liverpool

Q. Sold a ticket from London or any place he starts 4791
from? A. Well, of course a railway ticket will be procured for him or he can get it himself. He is sold a steamship ticket from Liverpool which lands him, we will say, in Montreal. Then he has an order —then he is also given an order for the railway ticket from Montreal or Quebec. I may say the passengers are compelled to land at Quebec, owing to the Canadian Inspection Law. All third-class passengers are landed in Quebec and there they are examined and they pass through the same process you have out here at Ellis Island, precisely. They are then given their

4792 tickets from Quebec—railway tickets—to whatever point in the United States or Canada they are bound for.

Q. Are they restrained in any way by the steamship company from selecting their own railway route from Quebec into the United States. If they want to go any particular way they can go? A. Oh, yes, if they express a desire.

Q. This order for the railway ticket leaves it open for them to choose the route? A. If they desire to go a particular way they are at liberty to do it. Us-

4793 ually the incoming passenger does not know which way he is going. He has got to be guided and taken care of and nursed, just as you do here, we do in Quebec.

Q. Did you give me—I don't remember that you did—a statement of the steerage people whom you carry, distributed in Canada—proportion of those that come to the United States bear to the whole—all those you bring over to Canada come in in Canada? A. Well, we bring in about fifty thousand steerage passengers.

Q. In a year? A. In a year, of which about twelve per cent go to the United States and the balance go to

4794 Canada.

Q. Of course the rates charged by the Canadian Pacific over the routes which it operates—one hundred ninety-seven miles of railroad which it operates in the United States are subject to the—if this is intrastate, are subject to the intrastate rate. Of course the rate charged by the Canadian Pacific over the roads which they operate—one hundred ninety-seven miles of railroad which it operates in the United States and subject, if it is intrastate are subject to the intrastate rate? A. Yes.

Q. And if they are interstate they are subject to the Interstate Commerce rate? A. Yes.

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Q. Which you are obliged to observe? Do observe? A. Which we do observe.

Q. And the rates that you charge for steerage and other passengers for transportation over your railroad in Canada are the rates fixed by the rate law of Canada, railroad law of Canada? A. Yes, Canadian Railway Commission.

Q. Canadian Railway Commission? A. Yes. Rates are made there precisely as they are made in the States. You make a rate and it is submitted to the commission. If they approve of it it comes into effect and cannot be changed within a certain time. 4796
Just the same as in the States.

Q. And if you sell to a passenger a ticket over a railway, other than your own, you charge the rate required by the law? A. Yes, sir.

Q. And you make no money out of that? A. No.

Q. Will you give me the gross earnings on all kinds of traffic of the Atlantic steamships running to your country for the year, beginning February 1st, 1910, to January 31st, 1911, that includes the steerage, freight and the other classes of passengers? A. $5,234,763.

Q. That is the gross? A. That is the gross. And the expenses?

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Q. Yes? A. The expenses of the steamships including insurance.

Q. For the same period? A. For the same period is $4,523,921 leaving a net of $711,842.

Q. What percentage is that net on the money invested in the steamship business? A. About seven per cent.

Q. Does that include any tax for depreciation? A. No, sir.

Q. What is the charge for depreciation? A. About four per cent.

4798 Q. That leaves three per cent profit, does it? A. Yes, sir.

Q. What do you estimate, expert estimate, to be the life of a ship? A. About twenty years, not exceeding twenty years.

Q. Not exceeding twenty years? A. No, sir, in that time she becomes obsolete if she is not used up absolutely by reason of changes and economies effected in the construction. The old ship you cannot put her against a new ship and make any money on it.

4799 Q. Then you reckon twenty years as being the useful life of a ship? A. Yes, sir.

Q. Not simply from wear and tear, but the progress from year to year in improvement? A. Yes, all of those conditions put together.

Q. You have agencies for the sale of your tickets throughout the country, do you or do you not? A. We have regular established steamship offices in Chicago, Minneapolis, St. Louis, Cincinnati, Seattle, San Francisco, New York, Boston, and, of course, we have sub-agencies all over, that sell for us. They may sell a ticket by our line and a ticket by any other line—what is known as the general steamship agent.

4800 He will sell for a variety of lines. Then most of the railway agents have got steamship tickets or have machinery for selling them—either have them or have an order for them on all the railways.

Q. Is that true of all the steamship companies? A. Yes, sir, of course, our offices in New York and Boston are not there for the purpose of booking third-class passengers. We don't get any third-class passengers to go to Montreal and cross the ocean, they go on ships from here. Sometimes we do pick up here a first-class passenger. The machinery is there if they want to come that way.

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Q. Then that doesn't apply to steerage class? A. It does not apply to steerage passengers. I don't suppose we get a steerage passenger from along the Atlantic Coast. It would not be natural. When we go out west, we do business there in competition with others.

Q. Is the Canadian Northern a competitor of the Canadian Pacific? A. Yes, sir.

Mr. Guiler: I object to that question as to form and as to substance. I don't think it ought to have gone in in that way. That is a conclusion.

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Mr. Spooner: Not a conclusion—a man connected with a railroad is apt to know who his competitors are.

Q. Is there such a railroad in Canada as the Canadian Northern? A. Yes, sir.

Q. Where does it begin and where does it end if you know? A. The Canadian Northern is in the process of construction. It is in pieces at present and not connected up. They operate in Quebec as the Canadian Northern Quebec Railway. In Ontario the Canadian Northern Ontario Railway, in the Canadian Northwest they operate as the Canadian Northern Railway—in British Columbia, I think they operate as the Canadian Northern British Columbia Railway, or some other name. That is to distinguish the different parts. They are being connected up and eventually will be one transcontinental system.

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Q. Has the Canadian Northern Railroad any competitors? A. Have they any competitors?

Mr. Guiler: Objected to as immaterial, incompetent and irrelevant, and as calling for a conclusion, and ask to have it stricken out.

4804 Q. Yes? A. Oh, yes. You are speaking of the railway?

Q. Yes? A. Well they have competitors, the Canadian Pacific, the Grand Trunk—Grand Trunk Pacific are competitors. In some respects the Great Northern Railway in the United States is the competitor and the Northern Pacific Railway in some respects also.

Q. What sort of a business is it now doing, class of business, everything it can? A. Oh, yes, they equip and operate sections as they complete them.

4805 Q. Any line of steamships on the Atlantic or in connection with the Canadian Northern so far as it is completed? A. Yes, they have got a steamship line which they call the Royal Line.

Q. Where do the ships run? A. Bristol, England, to Canadian ports, Montreal, Quebec and Halifax.

Q. Do you know whether or not the Uranium Line is run in connection with the business of the Canadian Northern?

Mr. Guiler: I object to that and ask to have it stricken out.

4806 The Witness: Well, I could not state of my own knowledge further than this, that the Uranium Line does bring passengers from the Continent of Europe, Rotterdam, and I suppose other ports, and they call at Halifax, land passengers bound for Canada, go on to New York, and land passengers bound for the United States.

CROSS-EXAMINATION by Mr. Guiler:

Q. The Royal Line which you spoke of as being in connection with the Canadian Northern is a member of the Conference, is it not, North Atlantic Conference? A. It was, I presume it is yet.

Q. You know it was, however? A. Yes, is was.

Q. Do you remember the name of the agreement—it was agreement "CC"?

Mr. Spooner: The defendants renew their objection to any evidence of any agreement other than agreement AA, as irrelevant, incompetent and immaterial, not within the issues.

A. I think it was agreement "CC," yes.

Q. That is it there, Exhibit 719, that is the agreement making the Royal Line a member of the Conference; that is right, is it not? A. Yes, sir. 4808

Q. And under that agreement the Royal Line got from the other lines, a member of the Conference, a certain percentage of the North Atlantic business, did it not? A. Well, I am personally not familiar with the details of the Royal Line's business.

Q. Well, the agreement is here? A. Yes, whatever it stated in the agreement is correct. I would accept it as such.

Q. But as far as your knowledge goes up to the present time the Royal Line which you have secured as a connection of the Canadian Northern is a member of the Atlantic Conference? A. Yes, so far as I know. 4809

Q. Now, your line, that is the Canadian Pacific Steamship Company, isn't that what they call it? A. The Canadian Pacific Railways Atlantic Steamship Line.

Q. Well, the Canadian Pacific? A. Atlantic Steamship Service.

Q. The Atlantic Steamship Service of the Canadian Pacific Railway Company participated then in the payment for the so-called fighting steamers, did they not, up to the time you designated as the withdrawal from that agreement? A. Yes, July 15, 1910.

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Q. Up to that time it joined with the others in making payments reimbursing the so-called fighting ships for the expenses which they theretofore had been at in reducing their rates? A. Yes, sir.

Q. And that expense sometimes went almost to $12 on a particular route, the difference between thirty and eighteen dollars under Minute 22? A. Well, I am not clear on that.

Q. At any time did you take part in carrying out that minute? A. Oh, yes.

Q. Minute 22 dealt with the so-called fighting steamers and that was directed, was it not, against the

4811

competition of the Russian East Asiatic, New York and Continental Line and the Russian Volunteer Fleet, was it not? A. Yes, it was in protection of business of the Conference Lines against these lines mentioned.

Q. And under Minute 22 the rates could be the same or lower, could they not, than the opposing steamers? A. As a matter of fact, I don't think they were ever lower.

Q. I am asking what they could be? A. I presume so, yes, sir.

Mr. Spooner: Is not that calling for an opinion?

Mr. Guiler: No, I think not.

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Q. At any rate the representatives of your line, Mr. Cameron and Mr. Dring, took part in the meeting of November 28, held at the Savoy Hotel, in London, which passed Minute 22 for the action of the fighting steamers? A. If they are on the record as being present there, of course, they were present.

Q. Do you remember their going over there? A. They were resident. At that time Mr. Allen Cameron was the general traffic agent of the company in London, and Dr. Dring was one of his assistants.

Q. And did you receive any notice or notification of either one of those gentlemen that the minute had

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been adopted by the Canadian Pacific Company? A. We would get a report from Mr. Cameron.

Q. And that minute also in which your steamship line took part provided for a certain small committee, did it not, in New York, to take measures in opposition to the outside lines? A. I understand so, but I don't know.

Q. And you have already testified that your line did not put any steamer on in opposition of other steamers, outside lines? A. Yes, sir.

Q. But you did participate in the payments? A. Yes, sir.

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Q. And you were acquainted with the fact that there was a small committee in New York which was taking charge of that matter? A. Yes, sir, we were acquainted with that.

Q. And as you said, took part in that while it lasted? A. Yes, sir.

Q. The agreement of 1904, by which the Canadian Pacific became a party to certain pooling arrangements with other lines, was Agreement "J," was it not, as you remember it? A. Yes, sir.

Q. And that was an agreement between the Canadian Pacific Railway Company and the so-called N. D. L. V., was it not? A. Yes, sir.

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Q. Which was based on the Hamburg-American Line, the North German Lloyd, the Holland-American Line and the Red Star? A. Yes, sir.

Q. The N. D. L. V. having been formed in 1892, under a certain pooling arrangement? A. Yes, sir.

Q. Now, under this Agreement "J," the Canadian Pacific Railway Company was not permitted to carry any continental passengers other than Scandinavian and Finnish passengers; is that right? A. Well, we were not permitted to carry other than Scandinavian and Finnish passengers on our Liverpool ships.

Q. That is, in other words, ships sailing from ports— A. We sailed a ship from Antwerp direct

4816 and all continental passengers under that agreement were carried from Antwerp. Ships sailing from Liverpool carried Finnish and Scandinavian passengers.

Q. But were not allowed to carry Continental passengers? A. No, sir.

Q. Do you remember this clause being in the agreement, that the company or companies should exercise all possible care to prevent any contravention of this clause and should the continental companies at any time require it, the company agreed to report to the rest of the continental line vessels to satisfy itself that there had been no contravention of this clause. Is
4817 that correct? A. Yes, sir.

Q. And in this agreement the share of the Canadian Pacific Railroad Company was stated to be as follows (Mr. Guiler reads): "The continental lines agree to deliver to the companys' steamships at Antwerp in each year during the continuance of this agreement, not less than 5.429 of the total immigrant business secured for carriage by the continental lines, it being understood that the immigrants so delivered to the company will include a fair average of adults." Is that correct? A. Yes, sir.

Q. That is, the so-called N. D. L. V. Lines shared the continental traffic with the Canadian Pacific Rail-
4818 road Company Steamship Line from Antwerp? A. Yes, sir.

Q. And furthermore, the Canadian Pacific Railroad Company was permitted, was it not, to still continue in its offices and agencies in Canada and the United States, to book passengers from the continent, yet it was not permitted, was it, to charge lower rate than the charge by the various lines which I have mentioned? A. You understand that is purely a westbound agreement into Canada and the United States. Of course, we did not require any permission from anybody to maintain our offices in the United States

and Canada, other than from the respective governments of those two countries.

Mr. Guiler: I did not ask that; I think you will see that it comes down to this particular point as charge a lower rate than the various continental lines for tickets from continental points westbound, which had been sold in your offices in the United States and Canada? A. There would be an understanding as to what rates these tickets which—I understand you mean prepaid tickets—that would be bought in the United States, would be sold at by our line and the various other lines.

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Mr. Spooner: This was prior to 1908.

Mr. Guiler: This was the 1904 agreement which I understand existed up to the time in suit.

Mr. Spooner: Well, you are not suing on that. We renew our objection.

Mr. Guiler: We have gone into that so much, Senator—you have said that there was such an agreement.

The Witness: Yes, sir.

By Mr. Guiler:

Q. And also that the company should not pay any larger commissions on such passengers than were paid on the continental lines? A. Yes, sir, there was also an understanding as to what commissions should be paid to agents selling tickets. 4821

Q. Now, how long did that agreement exist, Mr. Kerr? A. That agreement exists, as amended, today.

Q. Today? A. Today, but expires on December 31—this present month.

Q. And it may be renewed and it may not? A. Well, I don't think it will be renewed.

Q. But you don't know just now whether it will be or not? A. No.

4822 *Robert Kerr*

Q. Now, that agreement which I have spoken of there, referred to third-class passengers entirely, did it not? A. Yes, sir.

Q. I mean those particular clauses of the agreement that referred to third-class passengers? A. That agreement was of third-class passengers.

Q. Now, I show you Clause 13 of this agreement, and ask you whether it did not apply also, to first and second-class passengers?

Mr. Beers: Is the question regarding third-class passengers, under 1904 agreement?

4823 Mr. Guiler: Yes.

Mr. Beers: Is not that a long ways?

Mr. Guiler: Not very far, comparatively.

The Witness: Yes, but our ships carried no first-class passengers. They may have carried an odd second-class passenger, but nothing to speak of.

Q. I ask you whether that agreement applied to first-class passengers, if they did happen to be carried? A. Yes; it speaks for itself.

Mr. Spooner: Speaks for itself, doesn't it?

The Witness: Yes.

Q. That agreement was subsequently joined by the French Line. The French Line subsequently entered

4824 that agreement with a certain percentage lower? A. I think so.

Mr. Spooner: I move to strike out the portion of the cross-examination which relates to the agreement of 1904, as not proper cross-examination, as incompetent; and as not within the issues made by the pleadings.

Mr. Guiler: It has been shown, Senator, that that exists today, that agreement.

The Witness: Of course, that agreement has been supplemented by Agreement J2, that amends in some respects.

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Mr. Spooner: Well, I move to strike this out.

By Mr. Guiler:

Q. Did your company, Mr. Kerr, have any arrangement with the Western Passenger Association and the Central Passenger Association, with respect to certain commercial allowance of ten per cent on tickets which you sold over the roads of the Western and Central Passenger Association?

Mr. Spooner: Objected to as not proper cross-examination.

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Mr. Guiler: Are you going to object right along on these things,—you went into the railroad end of it, Senator, and interrogated all about it.

By Mr. Guiler:

Q. Will you answer that question? A. Yes.

Q. And the Canadian Pacific Steamship Company or whatever it is termed, received from the Central Passenger Association, along with other roads, a commercial allowance for tickets sold in the territory of the Central Passenger Association? A. Yes, sir.

Q. You were personally present, were you not, at the meeting of the steamship lines in conference, Trans-Atlantic Steamship office, 19 Broadway, at which an arrangement was made for the payment of that? A. I did attend a great many of those meetings and if I am on the record, I was there.

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Q. Do you remember whether you attended that meeting or not? A. I did if I am on the record there.

Q. I will show you the record and ask you if that refreshes your memory? A. Oh, yes.

Q. That was February 25, 1909, wasn't it? A. Yes, sir.

4828 Mr. Spooner: What volume is that?
Mr. Guiler: Volume 1.

By Mr. Guiler:

Q. And you personally also were present when the arrangement with the passenger—Central Passenger Association was made, were you not? A. Yes, sir.

Q. And you were one of the signers of the notice to complete that arrangement? A. Yes, sir.

Q. Which was done by the exchange of two letters—is that right? A. Yes, sir.

Q. Approximately December 3, 1908, and Decem-
4829 ber 1st, 1908 (Exhibit 46)? A. Yes, sir.

Q. Now, in that respect then, Mr. Kerr, the Canadian Pacific Railroad Company had an arrangement with the other lines and with the railroads in that portion of the United States covered by the Central Passenger Association and Western Passenger Association for the commercial allowance at ten and five per cent for all tickets which it sold over the territory, over those lines? A. Yes, sir.

Q. And does that arrangement exist today? A. I understand it does.

Q. It has been continued until the present time? A. Well, I have not followed it since I—

4830 Q. So far as you know it has been? A. Yes, sir.

Q. So that it is interested to that extent in certain transportation of passengers in the United States; is that right? A. Oh, yes.

Q. And receives regularly and has received up to the time you know about—has received that ten per cent? A. Yes.

Q. From the railroad lines? A. Yes.

Q. It is your experience, Mr. Kerr, is it not, that the passenger from Europe—the steerage passenger—hardly, if ever, asks or questions the route over which he is going, to various points in the United States? A. Only a very small proportion of them know.

4831

Q. Has not it been your experience that he hardly ever knows the line on which he is travelling or the ship on which he is transferred? A. Yes, sometimes he does not even know the name of the ship he comes on.

Q. All he does is to take the prepaid ticket which you have mentioned and travel on that? A. Yes, he is guided onto the ship and from the ship and he is guided onto the train. He is guided to his final destination. The route he does not know. That is speaking generally; the immigrant—

4832

Q. Does the railroad order which is sold—take the case of a purchaser on this side in the United States, or in Canada, purchasing a railroad order to a point in the United States from some continental point, does the railroad designate over which line he shall travel? A. Well, the order for the railway ticket might simply be drawn on the Canadian Pacific Railway Company, without designating.

Q. Generally is, is it not? A. Yes, if the purchaser of a prepaid order in the United States sending for a friend in Europe did designate the route that he wanted that passenger carried on from Quebec to his final designation, it would be done.

4833

Q. But as a general rule there is no designation? A. No, sir.

Q. And the passenger follows the line directed by the railroad company? A. Yes, sir.

Q. You mention that there were 50,000 steerage passengers who came over every year on your steamship line? A. That is about the run of the business, taking one year with another.

Q. You would say, would you not, then, that the great majority of those passengers do not designate the route over which they should travel? A. Yes, sir.

4834 Q. And follow the road which is laid out for them by the railroad or by the steamship line? A. Yes, sir.

Recess until 2 P. M.

Afternoon session.

ROBERT KERR, recalled:

4835 *Cross-examination continued by Mr. Guiler:*

Q. Now, Mr. Kerr, these agents which you have mentioned that you have all through the United States and various states of the United States, and of Canada, are constantly booking passengers for points in the United States, that is, within the Western Passenger Association, and the Central Passenger Association? A. Yes, selling prepaid.

Q. And are they in other districts—you have agencies in other districts, have you not? A. Oh, yes, we have agencies everywhere, but the Central-Western and the Trans-Continental practically covers the whole United States that we can direct or control.

4836 Q. And you have your agents in Boston, New York, booking passengers for various points in the United States by selling prepaid tickets, do they not? A. Well, as I explained this morning, it is a negligible quantity there. Third-class passengers don't go over to Montreal to cross the Atlantic, neither do they come.

Q. You spoke about twelve per cent coming to the United States? A. I said of the total passengers that we carried in that we averaged about 50,000 a year of third-class passengers that were brought westbound that about twelve per cent on that went into the

4837

United States and the balance went into Canada, eighty-eight per cent.

Q. But those twelve per cent are booked by your agents at various points in the United States? A. Yes.

Q. And subsequently come to the United States on those tickets that you sell? A. Yes.

Mr. Spooner: You are speaking now of prepaid?

Mr. Guiler: Yes.

Mr. Spooner: Do you mean 50,000 prepaid?

4838

The Witness: No, the total amount of third-class runs about that.

Mr. Spooner: Do you mean to ask him what proportion are prepaid?

By Mr. Guiler:

Q. What proportion are prepaid? A. I cannot tell.

Q. You lumped them altogether and found that twelve per cent of 50,000 come to the United States? A. Yes.

Q. That you say is a rough estimate that the majority of them are prepaid passengers? A. Well, a large part, at least. Perhaps a majority.

4839

Q. That has been your experience, hasn't it? A. Yes, sir.

Q. That a larger number are prepaid, or not? A. Well, I am not very clear on that, but of course, there are a large number of them that are prepaid, and the balance, whatever it is, is cash.

Q. I am not holding you down to that, Mr. Kerr? A. I just, of course, I don't want to make a statement that I don't feel—

Q. Then put it this way, that a substantial number are prepaid of the twelve per cent? A. Yes.

4840 Q. Now, your line was a signer of that agreement marked CC, with the Royal Line, was it not?

Mr. Spooner: I object, that is not proper cross-examination, and immaterial and incompetent.

The Witness: If we are on the records as signers, of course, we signed them.

Q. I will show you Exhibit No. 719, and ask you whether that refreshes your memory as to whether you are—whether you made an agreement with the Canadian Northern Railroad Company, which con-

4841 trolled the railroad company? A. Yes.

By Mr. Guiler:

Q. The Royal Line there made an agreement with the various conference lines, did it not, Mr. Kerr? A. I understand so.

Q. And in that agreement there was given to the Royal Line on all the entire eastbound steerage traffic between the United States and Canada and Europe, a percentage of 1.15? A. That is right here on the record.

Q. Except for the Italians and Orientals; that did not include Italians and Orientals? A. No, they came

4842 from the Mediterranean.

Q. I ask you whether the sailings of the Royal Line were under Article III of that agreement, to be not more than twenty-six—not less than twenty-one or more than twenty-six—during the year? A. Yes.

Q. Now, under Section 5, the Royal Line was to compensate the conference for any passengers carried beyond its share, by four, paragraph four? A. Yes.

Q. And this compensation, under Section VII, was to deter the parties, the Royal Line, from overreaching that percentage, was it not?

Mr. Spooner: I object to that; it is not cross-examination.

4843

Mr. Guiler: It is in the agreement.

Mr. Spooner: What if it is in the agreement? I did not examine him as to the agreement.

Mr. Guiler: You examined him as to a number of papers which he said he did not have.

Mr. Spooner: I did not examine him with reference to any paper except the AA Agreement. I move to strike it out. It is not proper cross-examination. It is incompetent, and it is calling upon a witness to construe a written agreement which is in evidence. It is without the issues made by the pleadings.

4844

The Witness: Going back to Article III, as the Royal Line consists of only two steamers, the Royal George and Royal Edward, I don't see how they could make more than twenty-six sailings in a year, if they tried.

Mr. Guiler: That may be so, I ask as to Section VII. I will withdraw the question.

Q. Outside of that agreement which I have showed you, Agreement CC, Mr. Kerr, has the Canadian Pacific and the Canadian Northern Line got any other subsidiary agreement or otherwise?

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Mr. Spooner: I object to it. It is not proper cross-examination and I don't think you have any right to inquire as to the agreements except those set out in your bill.

The Witness: I don't know, therefore, I cannot say.

Q. Now, Mr. Kerr, you are acquainted with Rule 9 of the conference, are you not, which is to the effect that agents shall not act for lines outside of the conference lines; you are acquainted with that rule, you remember that there was such a rule? A. Yes, sir.

4846 *Robert Kerr*

Mr. Spooner: Did he say he did?
Mr. Guiler: He did.

Q. Now, during the time—you are also acquainted, are you not, with the fact that there was a so-called rate war or fight between the various conference lines and the Italian lines, is that right? A. Well, I was not interested in it, and only knew of it in a general way.

Q. You knew that there was such a thing happened? A. I know there were difficulties.

Q. And did you receive any instructions from, or
4847 did you give any instructions, that Rule 9 should be strictly enforced in that fight with the Italian lines? A. The only instructions that I know of is that—

Q. That is, you carried out Rule 9, is that the idea? A. Oh, yes.

Q. In every respect? A. Yes.

Q. As against agents? A. But we never did—we never did discipline an agent, not in my time.

Q. Do you remember whether you reported any agents for discipline? A. No.

Mr. Spooner: Do you mean that you don t remember or that you don't know?

The Witness: We did not during my time. I never
4848 knew of such a thing happening.

Q. Now, I show you a letter of Mr. Peters', marked Exhibit 2176, cirular letter No. 68, in which the letter from the Canadian Pacific is mentioned, Canadian Pacific to Secretary Peters, and ask you whether a statement in there by your line, which reads, "I would mention that our agents in Canada and United States are entirely under the control of our Montreal people. I have therefore cabled to our friends there advising them of a proposal to deal with agents giving continental traffic to the Italian and other outside lines and suggested that they take whatever concerted action is decided upon, through the medium of the New

4849

York Conference,"—is that statement there correct, that you did control your agents absolutely? A. Well, of course, any agents we had we controlled, naturally, as employees.

Q. That is, you controlled them in respect to the matter of the Italian lines, competition with the Italian lines, didn't you? A. We practically had little or no competition with the Italian lines,—that is, the Mediterranean.

Q. I am asking whether that statement there is true, that you had absolute control of your agents? A. We control our own agents, but, of course, we do not absolutely control agents who sell steamship tickets on commission.

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Q. What do you mean by that? A. Agents all over the country.

Mr. Spooner: That is in general, those who sell for other lines?

The Witness: One man in a town may sell for all the lines.

Q. You mean all the conference lines? A. Yes—gets his two dollars for selling a ticket.

Q. That statement as regards agents in United States and Canada, that is true? A. Our own agents.

Mr. Spooner: But you didn't need Rule 9 to control your agents?

4851

The Witness: Oh, no.

Q. And you did in May, 1905, when this was written? A. Oh, yes, we always controlled our own agents.

Mr. Spooner: You didn't let your own agents control you? A. No.

Q. Mr. Kerr, I was talking about Italian competition? A. Being employees, we controlled them.

Q. Then you did not experience any of the trouble of your agents acting for the Northwest Transport Company or other outside lines? A. No.

4852 Q. So that you did not have to put into effect Rule 9 in regard to the Northwest Transport Company and the Italian lines? A. As I say, that during my time I believe that we never disciplined any of the agents, never found occasion to do it.

Q. Now, were you ever approached, your Canadian Pacific Railroad or the Canadian Pacific Steamship Company, ever approached in regard to disallowing a commission to the Northwest Transport Company by the various conferences or by any member of the conference lines? A. I don't think we were. For the business brought in by the Northwest Transport Line, sub-

4853 sequently the Uranium Line, we, the Canadian Pacific, always paid them.

Q. Always paid them? A. Yes.

Q. I did not ask that, quite. I asked whether you were approached by any member of the conference lines or any representative thereof to have you approach the Grand Trunk Line and see if you could not get them to disallow commissions? A. Yes, there was some dissatisfaction between the Grand Trunk and Intercolonial on that subject.

Q. And you were asked to go to the Grand Trunk and see if you could not get them to disallow it also?

Mr. Spooner: Those were not conference lines?

4854 The Witness: No, sir.

Q. Were you approached by any member of the conference lines or any representatives thereof to have you approach the Grand Trunk Line and see if you could not get them to disallow commission? A. I don't remember that we were, but we did have a difference as between ourselves. The Grand Trunk Railway and Intercolonial. It was subsequently settled on this side.

Q. I show you Exhibit 1336, Peters' letter 469, and ask you whether the statement in there refreshes your memory as to whether that was so or not? A. Well, I was going to indulge in a little history.

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Q. If you would answer that question first we may be able to go into the history.

Mr. Spooner: If you cannot answer it by yes or no, answer it in your own way.

Q. I don't ask for yes or no, I don't want to confine him to yes or no? A. I say that the question really arose on this side. In the natural and reasonable order of the competition that existed between the Canadian Pacific and the Intercolonial and Grand Trunk, from Halifax, Nova Scotia, in fighting for and trying to secure the business of this steamship line, the Northwest Transport Company and subsequently the Uranium Line—before that they called themselves the New York and Continental—they were always changing—the Grand Trunk accused us.

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Q. How often did they change? A. I think they first appeared on the scene as the New York and Continental, then the Northwest Transport Company, and subsequently the Uranium Steamship Company. Well, the Grand Trunk accused us of paying commissions and we accused them of paying commissions.

Q. You did pay commissions? A. Yes, of course, we did, so did they.

Q. You were asked to discontinue the payment of commissions to the Northwest Transport Company by some one representing the conference lines? A. No, it was the Grand Trunk. I don't know what happened in England, but I am trying to—

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Q. I will read this letter; it is headed, "Commission Northwest Transport Line, by Canadian Railways," and reads, "As stated in your letter of the 8th of May to me, you are quite correct in your understanding that last year the Canadian Pacific, out of deference to the conference lines, opened negotiations in Montreal with the Grand Trunk in an endeavor to reach an agreement with that company not to pay

4858 commission." Now, that refreshes your recollection to show that you were taking up this matter because in some way you had been approached by the conference lines. Is that not so? A. No, sir.

Q. Then you don't agree with this letter of Mr. Peters? A. Well, from Mr. Peters' point of view, he was right, but I am right. First of all the Canadian Pacific Railway Company, the Intercolonial and the Grand Trunk Railway forming a line from Halifax, against the Canadian Pacific Railway, who have their own trains into Halifax, were seeking and competing for this business from the Northwest Transport Com-
4859 pany. That was the railway company. The conference lines, the steamship company took ground that the railway company should not pay any commissions for receiving this business. Well, of course, we occupied that dual capacity—we were a conference line and we were a railway. The railway wanted this business. Consequently the railway did pay commissions—so did the other fellow—and the Canadian Pacific got a portion of the business and the others got a portion of the business. Now, the conference lines, in their struggle with the Uranium Line, as being a disturber—

Q. At that time the Northwest Transport Com-
4860 pany? A. Yes, wanted us—the railroad company—to use our power as a railroad company to aid them. Of course, we were looking for the business for the railway company and we did not go in. These people had some correspondence over on the other side. No doubt they were honest in what they said there. The truth is that both parties paid commissions and got the business.

Q. You then, as a railroad company, refused to give up the payment of commissions to the Northwest Transport Company, as requested by the conference, of which you, as a steamship company, were a mem-

4861

ber? A. Yes, if we sacrificed our railway the other fellow would simply carry the business and the railway would get no revenue. That was lost because it was on that ship and was being carried in. Therefore, it was up to the railway. That milk was spilt and gone. We stopped crying about that and started in and tried to see what we could do for our railway business.

Q. Now, Mr. Kerr, you stated, I think, in your direct-examination that the law of England and Canada—that such agreements as that AA Agreement, and that other kinds were legal in England and Canada. I want to know whether you have ever made a study of the law of England in Canada? A. No, but I have been advised by our legal officers.

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Mr. Spooner: Mr. Creelman?

The Witness: Yes.

Q. Then what you state in regard to the law of England and Canada is not from information that you, yourself, have looked up in the study of actual cases? A. No, we rely on the law officers to give us legal information.

Q. When you say the law of England and Canada allow such agreements as AA, then you are stating what someone else has told you? A. Yes, sir.

4863

Q. And not from first-hand information received by yourself from the actual cases involved? A. No.

RE-DIRECT EXAMINATION by Mr. Spooner:

Q. What about those commercial allowances—explain that? A. Well, I presume you have reference to the commercial allowance allowed by the Central Passenger Association and the Western Passenger Association to the steamship lines for handling the steamship business.

4864 Q. Explain that theory of it? A. The conference lines, they undertake to control the agents, guide them, instruct them, and they take all the work and the worry and so on off the shoulders of the railway people and they manage the business and the railway companies allow them ten per cent off their revenue to reimburse them for the labor, worry, and all that sort of thing that is involved and that was—

Mr. Spooner: How long has that been in vogue between the railway companies and the ocean carriers? A. Under correction, I would say about 1909. Per-

4865 haps you have the record there.

Mr. Guiler: Yes, it is 1909; I have got the record here. It is 1909.

Mr. Spooner: Not longer than that?

The Witness: No.

Q. I didn't speak of this particular affair but I meant a similar allowance—is that the first of the commercial allowances? A. That is the first, as far as I remember.

Mr. Guiler: That is on passenger business?

The Witness: Yes, anything else we did not care anything about.

4866 Q. Do you know who is building the Canadian Northern, I don't mean shoveling the dirt and building the bridges, but who are the parties who are constructing it?

Mr. Guiler: That is not cross-examination.

Q. I ask— A. Certain financiers, McKenzie and Mann, and their associates.

Q. They are not the contractors for the physical construction of the railroad? A. No, one is president and the other is vice president; Sir William McKenzie is president and Sir Donald Mann is vice president.

Q. Are they men reputed to be of great wealth? A. Yes, they are supposed to be wealthy.

4867

Q. Do you know whether or not they are large owners of the stock? A. That I don't know.

Q. Or whether or not they are reputed to be—

Mr. Guiler: He says he does not know.

The Witness: Well, they are understood to be. Rumor of the street; it may be worth something or it may be worth nothing.

Q. Are either or both of them, as far as you know, interested in the Uranium Line?

Mr. Guiler: I object to that, Senator, for the reason that he said this morning that he did not know anything about that on direct-examination. My recollection is perfect on that.

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Mr. Shipman: He said Canadian Northern.

Mr. Guiler: No, he said Uranium. He was interrogated in regard to the Uranium Line.

Q. I ask you whether either is largely interested or both in the Uranium Line or generally supposed to be? A. Well, it is understood on the street, common rumor and report, that they are interested personally in the Uranium Line.

Mr. Guiler: I object to that answer. I move to strike it out.

4869

Q. I would like to ask you this question, whether while your company has been a member of the Conference Agreement AA there has or has not existed competition between the lines, members of the conference? A. Always.

Q. With respect to service and passengers? A. Always.

Q. Has it or has it not been active competition? A. Active competition.

Mr. Guiler: I object to these questions and ask that they be stricken out.

4870 *Robert Kerr*

A. (Continuing): We have never ceased struggling.

Q. And this competition has been not only to get business but to transact it? A. Yes.

Q. Competition in service as well as for business? A. Yes, always building better steamships, as everybody knows, much better service, doing more.

Q. You have never been engaged in the steamship business alone? A. No, sir, I am primarily a railroad traffic man. Of course, the steamship business came to me when we acquired our Atlantic service.

4871 Q. When did the Canadian Pacific go into the steamship business on the Atlantic? A. 1903. They purchased fifteen steamers from the Elder-Dempster Company.

RE-CROSS EXAMINATION by Mr. Guiler:

Q. Now, Mr. Kerr, the extra labor you have mentioned in regard to issuing tickets and so forth is no greater to issue a railroad ticket in conjunction with a steamship ticket, is it? A. No.

Q. What did you mean by saying that the ten per cent is paid to you in consideration of this? A. I mean the extra work of handling the business by these

4872 gentlemen done in the conference room here, and Lawson Sandford, secretary of the conference lines. He under the direction of the conference lines, managed the business and he had a good deal more labor thrown upon him, and I presume they had too. Then there were various general agents out in the country who had supervision of the districts. General agents, each of the lines, would have general agents in Chicago. Each one of these general agents has supervision over the district. In handling the business naturally it led to increased labor and increased work.

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Q. You sell a ticket, do you not, from some point in Europe to Halifax or wherever your lines call, and your line, the Canadian Pacific, is a connecting carrier, you might say, after that steamship line is through? A. Yes.

Q. Carry direct from the railroad? A. But it is the controlling force.

Q. What is the controlling force? A. Well, these gentlemen who meet decide on doing certain things, issue certain instructions.

Q. What do you mean, Mr. Kerr? A. I mean, the conference men, representatives of the conference lines.

4874

Q. You mean that those gentlemen decide that they will receive a commission of ten per cent from the Western Passenger Association? A. Those gentlemen did not receive it, but their companies did.

Q. Those gentlemen meet and decide that? A. It was in organizing and handling the business.

Q. There is no greater work than turning over a passenger from a steamship line to a railroad line which connects with it? A. Probably it was in connection with securing the business eastbound out of the United States.

Q. But your agents secure business for the steamship lines; can you figure out any extra work? Suppose that business has been secured in selling a railroad ticket along with it? A. Not for that agent, but, for instance, if you are sitting here in New York, and you have a great extensive country covered with a variety of agents, travelling agents and so on, you quite readily find your labors very much increased by increased correspondence and work and labor of one kind or another—perhaps have to employ more men. It is the case of organization. It is a case of what you might call a controlling force.

4875

4876 Q. But that controlling force is there as the agent of the steamship line, is it not, in the first place, first instance? A. All the steamship lines.

Q. Primarily agents of the steamship lines? A. Yes.

Q. And all the extra work that is connected with it is just adding on the railroad order? A. Well, you are working on one end and I am working on the other. As I understand, you are claiming that there is no extra work to a man who sells the ticket way out there in the interior of the country.

4877 Q. That is true? A. Probably not. But there is more work to these people who organize to control this business, so to state, and take the work off the railroads.

Mr. Spooner: Is this allowance on eastbound business or westbound business?

The Witness: Eastbound business, gathering it up.

Q. Now, having controlled the business, do you do anything except turn it over to the railroad company? A. No, the railroads turn it over to the steamship lines, the steamship lines secure the business and put it on the railroads. The railroad carries it to the Atlantic port, and there the man is put on the steamship line.

4878 Q. You don't do anything more than turn it over to the railroad company, do you? A. The railroad company turns it over to us.

Q. But the man in the first instance? A. They get the ticket and they put the man on the railroad train.

Q. That is, you control the business, is that the idea? A. Yes.

Q. And turn it over to the railroad? A. Yes.

Q. And get your ten per cent? A. Yes. Now, in making that statement, of course, the Canadian Pacific Railway being a railroad company and also a steamship company, the steamships are participating in the payment of these commercial allowances and their rail-

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way was paying its share of that commercial allowance. Now, if the business passed over to the Canadian Pacific Railway Company on to the Cunard Line or the Hambury-American or any other line here in New York they would pay into the conference lines and the business would be divided up, therefore, what we paid we paid our share out to the other fellows.

Q. You mean the conference lines? A. To the conference lines, and the conference lines in turn paid us whatever was coming to us on the deal—either way. We were all in it together.

4880

Q. That was a matter of agreement, was it not? A. Yes, sir. You have the document there showing those letters.

Q. Now, in regard to the Canadian Northern, it is only rumor, is it not, on the street, as far as your knowledge goes, that McKenzie and Mann control the company? A. That is all. Of course, I do know, as a matter of fact, that Sir William McKenzie is the president and Sir Donald Mann is the vice president.

Q. You do not know of your own knowledge that McKenzie and Mann own any stock or in any way control the Uranium Company? A. No, it was only just rumor.

Q. Rumor? A. Just street rumor.

4881

Q. You have never talked with McKenzie on the subject? A. I have never talked with Sir William McKenzie on that subject at all.

Q. You spoke about certain competition between members of the conference lines; now, under the Agreement AA and agreements similar to that and subsequent thereto, the conference lines had a certain percentage, had they not, which was allowed to them? A. Yes, sir.

Q. Percentage of the business? A. Yes, sir.

Q. And when they went beyond that they had to pay four pounds compensation? A. Yes, sir.

1627

4882 Q. And if they got less than that they were compensated by the conference? A. Yes, sir.

Q. That was called compensation, was it not, in those agreements? A. Yes, sir.

Mr. Spooner: You are getting pretty near the danger line, my friend.

Q. While AA was going on your line lived up to that agreement, did it not, until the time you said, when they withdrew and carried it out? A. Yes, sir.

Mr. Spooner: Did the steamship companies aid in looking after the agents of the railway companies? A.
4883 Yes, sir.

Mr. Spooner: Did they guarantee them in any way?

The Witness: They undertook to control and manage the steamship business in the interior of the country, out in the west, all through.

Q. This allowance was really for services rendered? A. That was it, as I understood it. It took the load off the railroad man.

Q. Steamship agents doing business in a way for the railroad company? A. Yes.

Q. They would be obliged to employ agents if they did not do it? A. Yes.

Q. If a steamship agent defaulted with his funds
4884 belonging to the railroad company the steamship company had to stand for it? A. Well, I don't know that that was enumerated in the bond.

Q. Was it the practice? A. I don't think so. So far as my own experience goes, I never had a case of that kind.

Q. But they did the business? A. They did the business, yes, sir.

Hearing adjourned to Wednesday, December 4, 1912, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT, 4885

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4886

Before: Charles E. Pickett, Esq.

New York, December 4, 1912.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher; by Charles Burlingham and Charles C. Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larcoque; by Nelson Shipman, Esq.; for Norddeutscher Lloyd, *et al.*.

4887

Messrs. Spooner & Cotton; by J. C. Spooner, Esq.; for the Allan Line, *et al.*

Messrs. Lord, Day & Lord; by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq.; for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq.; by Walter Rogers Deuel, Esq.; for the Russian East Asiatic Company, *et al.*

4888 *Robert Kerr*

ROBERT KERR, recalled:

Direct-examination continued by Mr. Spooner:

Mr. Spooner: I will offer in evidence a map of the Canadian Pacific Railway, entitled, "The World's Greatest Highway."

Marked Defendants' Exhibit No. 18A.

Mr. Guiler: I understand, Senator, that that is not to be printed.

Mr. Spooner: I won't insist upon its being printed, I simply want to show the lines of the Canadian Pacific in the United States.

4889 Mr. Guiler: I would rather you would have it printed.

Mr. Spooner: He testified that the Canadian Pacific operates in the United States one hundred and ninety-seven miles of railroad.

Mr. Guiler: You had better describe it fully, Mr. Kerr, for the purposes of the record.

The Witness (examining map): Lines in the United States controlled and operated by the Canadian Pacific Company are as follows: First, international boundary line between Quebec and Maine to Matteawamkeag, 144.5 miles. There is the international

4890 boundary line there (indicating). You see it is called boundary there, just inside the Maine line—it is called boundary line. I think the first station in Maine is Lowellton. From the boundary to Matteawamkeag is the 144.5 miles referred to.

Mr. Spooner: That is through Maine?

Mr. Guiler: Is Matteawamkeag in Maine?

The Witness: Yes. Now, from Matteawamkeag to Vanceboro on the boundary line between Maine and New Brunswick, is owned by the Maine Central road and trackage is leased by the Canadian Pacific.

4891

Q. That is, you have a traffic agreement? A. No, a lease of track whereby we run our trains over this line.

Q. That is what I meant. A. Then from Vanceboro from and across the line, of course, it is the Canadian Pacific's own line. During the winter, when the St. Lawrence River is closed some ships come in at Halifax there (indicating on map), for which we run our own cars over the Intercolonial road up to St. Johns, New Brunswick, and then on up right through Maine up to Montreal.

4892

Q. Then this road in Maine is utilized during the winter when the St. Lawrence Gulf is not navigable in carrying your passengers, steerage and others, through Maine and the United States to Montreal? A. Yes.

Q. And that is true of all passengers destined by the steamship line and landed here, destined to Canada? A. In winter all passengers using the Canadian Pacific trains have to go up through Maine and the Canadian Pacific Railway to Montreal, if they are going there.

4893

Q. Now, do you deliver steerage passengers in Maine during the winter while you are obliged to go around there? A. No, sir, unless an odd one happens to be ticketed, and then, of course, he would be handled by the United States Immigration Department. I might say that the United States Immigration Department look after matters to see that none of the immigrants leave the train in passing through Maine. There is no such thing as escape. An odd man might be ticketed to Matteawamkeag, Maine; he might be going there. He is then passed by the officers here; we have a staff of American officers at our ports who perform the same duties exactly as at Ellis Island.

Q. As to those coming into the United States; in the summer you don't utilize this for the transporta-

4894 tion of immigrants? A. Unless an odd steamer might drop into Halifax; such things have been known.

Q. Is that extraordinary, infrequent? A. Sometimes German ships come into Halifax too, for instance—it is usually business for Canada. A German ship running from the continent to New York, if she had a lot of passengers for Canada, she would drop in at Halifax and put them off, you see, and then go on to New York.

Q. What do you mean by a German ship? A. Well, the Hamburg-American Company, for instance, delivered passengers in that way.

4895 Q. What has the Canadian Pacific to do with that, except to transport them over the rails? A. That is all.

Q. Then as to the steerage brought over by your own ships destined to Canada are delivered, except when the St. Lawrence is locked with ice and not navigable,—are delivered at Quebec? A. Yes, all immigrants must be landed at Quebec just the same as all immigrants coming in here must be landed at Ellis Island.

Q. That is the law, is it? A. That is the law.

Mr. Spooner: Do you want me to prove that that is the law?

4896 Mr. Guiler: I don't know that he knows that that is the law, I don't want to put you to unnecessary trouble.

Mr. Spooner: I do not wish to prove it by him.

Mr. Guiler: If he knows that that is a fact, let it go.

The Witness: Yes, that is the fact.

Mr. Spooner: He has been charged with the execution of that act as far as the steamship is concerned.

4897

Mr. Guiler: You know, that they must land at these places at the particular seasons mentioned?

The Witness: Yes, sir.

Q. Now, point out the other lines that make up one hundred and ninety-seven miles in the United States? A. Then we have a spur to Houlton here (indicating on map), in Maine. There is the boundary line there between Maine and New Brunswick (indicating on map), a distance of three miles from the boundary line to Houlton in Maine, shown there (indicating on map)

Mr. Spooner: You delivered steerage there to Houlton? A. If an odd man was ticketed to Houlton he would be carried up there. 4898

Mr. Guiler: If he was going there he would go there?

The Witness: He would be properly transferred up there to Houlton.

Q. Do you know of any going there? A. No. It is a fair assumption in all these years an odd man did want to come into Maine and did come into Maine. Now comes Presque Isle. From the international boundary line between New Brunswick and Maine is a distance of 29.2 miles. Fort Fairfield seems to be the first station, just across the line in Maine. Then we get up to the international boundary line to North Troy, .72 of a mile. 4899

Q. Presque Isle—does steerage traffic utilize that? A. No, sir, an odd man may be ticketed up there, but the business is all going out here (indicating on map), I mean out west, in the United States and Canada. It is an extension from one of these lines here (indicating on map), to North Troy, in Vermont, just to get the track into the little village for the accommodation of people.

Mr. Guiler: From where is that an extension?

The Witness: From the international line from Quebec in Vermont, to North Troy.

4900 Mr. Guiler: Where is North Troy?

The Witness: There (indicating on map). That little line is so small that it is not shown there. It is just a little spur into the town. Then the next is Richford and Newport districts—twenty-one miles in Vermont. The line starts at Abercorn on the International line and crosses into Vermont at Richford, and then goes back again into Quebec and returns again into Vermont at Highwater, down to Newport, Vermont. You see it forms a letter S. It comes down from the boundary line and then back again. That is a distance of twenty-one miles.

4901 Q. These lines to which you have testified and which you have pointed out on the map are, or are they not the only lines or railroad owned and operated by the Canadian Pacific in the United States? A. They are the only lines owned and operated direct by the Canadian Pacific in the United States. These are the lines that we operate there.

Q. Now, you have no line, therefore, running from Chicago to Canada? A. No, sir.

Q. If a ticket—steerage ticket—is sold in Chicago by way of the Canadian Pacific Steamship Line to Liverpool, the transportation of that passenger in the United States is entirely by a railway of the

4902 United States, is it not? A. Yes, sir.

Q. And the only rail transportation, all the rail transportation which is involved in getting that passenger to the steamship, which is done directly or indirectly by the Canadian Pacific, is done in Canada? A. A ticket would be supplied to a purchaser in Chicago. The Wabash Railway is a direct connection of the Canadian Pacific Railway, being, of course, an entirely separate and independent railroad itself. It forms a connection by which passengers from the Canadian Pacific Railway to and from Detroit would pass if they were going to and from Chicago, there-

4903

fore, a ticket would be obtained of the Wabash, issued by the Wabash Company and handed to the passenger entitling him to transportation over the Wabash Railway from Chicago to Detroit, and from Detroit to Montreal over the Canadian Pacific Railway. The rates at which those tickets would be issued would be the published rates sanctioned by the Interstate Commission—those rates would not be deviated from—and the proportion that each company would obtain would be such proportion as had been usual to divide upon—agreed upon—agreed proportion. That is also sanctioned by the Interstate Commission.

4904

Q. The coupon which carries the passenger over a railroad in Canada to the port from which he is to sail is a Canadian Railway ticket or coupon? A. From Detroit to Montreal or Quebec.

Q. If an order for a railroad ticket is sold to a steerage passenger on the other side by way of the Canadian Pacific Steamship Line in Chicago, how would it be? A. An order drawn on the Canadian Pacific Railway, from, we will say, England, for a ticket from Chicago to England.

Q. Well, sir, from Quebec to Montreal or Chicago. I am going from Liverpool now to Chicago? A. Well, the ticket or order would be presented at Quebec if it had a route designated upon it.

4905

Q. Suppose it did not? A. Then it would go over the Canadian Pacific Railroad. The passenger would be sent over the Canadian Pacific Railway from Quebec to Detroit and over the Wabash from Detroit to Chicago.

CROSS-EXAMINATION by Mr. Guiler:

Q. The Canadian Pacific then, Mr. Kerr, has what we might call a passenger traffic arrangement with the Wabash Railroad for the transfer of its passengers to the Canadian Pacific Railway? A. Yes, sir.

4906 Q. And the Wabash then act, in a certain measure, as a feeder on the Canadian Pacific Railway? A. Yes, sir, they are the direct connection with the Canadian Railway.

Q. Is that term "feeder" the term of the railroad? A. Yes, just as many other roads exchange passengers with the Canadian Pacific Railway.

Mr. Spooner: It is a connection.

Mr. Guiler: I think it supplied—in that sense it supplied passengers.

Mr. Spooner: They all do. I know all about
4907 the connection business—the "feeder" business—I was in that business myself for sixteen years. A feeder railroad don't mean anything, it is simply a connecting railroad.

Q. Now, when the passenger comes into the steamship office in Chicago, he wants a through ticket, doesn't he, from Chicago—say, to London? A. Yes.

Q. And he applies to the Canadian Pacific at Chicago for that ticket, does he not? A. Yes. He applies for the through ticket—through from Chicago to London.

Q. And the agent of the Canadian Pacific Railway supplies him with that through transportation? A.
4908 Yes, if he desires to travel by the Wabash Railroad, and the Canadian Pacific Railway; and if he expresses a desire to go by some other railway, say the Grand Trunk, the agent would go out and get him a ticket, if he wished to go by the Grand Trunk.

Q. But if he simply asks for transportation over the Canadian Pacific, then he is supplied with tickets over the Wabash and the Canadian Pacific and with a steamship ticket to London? A. Yes, sir.

Q. Immediately? A. Well, he is supplied with a steamship ticket to Liverpool and with an order—what we call a forwarding order—an order on the

4909

railway in Liverpool to supply him with a railway ticket from Liverpool to London.

Mr. Spooner: Which he is to pay in the United States?

The Witness: Yes.

Q. What form does the ticket from the Wabash to the Canadian Pacific take? A. First it is the usual railway ticket in two coupons, Wabash contract, Wabash issue coupon, reading from Chicago to Detroit over the Wabash road, the other coupons reading from Detroit to Montreal by the Canadian Pacific. That finishes that. Then when he gets on board the ship the steamship contract begins.

4910

Q. Your agent does not—I want to get this clear—your agent issues that ticket on the spot, does he, without going to the office of the Wabash Railroad? A. He may have some of the Wabash issue or he may have to send out for it.

Q. I understood you to say that the ticket was in the form of an attached—that is, the ticket was an entire ticket with coupons which could be torn off—a coupon ticket covering the whole road? A. No, a coupon railway ticket, covering the road from Chicago to Montreal. Then a steamship ticket from Montreal to Liverpool, and then a forwarding order from Liverpool to London. The first is a railway ticket.

4911

Q. How far does that carry him? A. Montreal.

Q. Including the Wabash transportation? A. Yes, and it is the Wabash issue of ticket.

Q. Issued by your agent? A. Issued through our agent, yes. He would either send out for it and get it to save you trouble if you were the purchaser or if you desired to go out and purchase your own ticket you might do so.

Q. As a matter of fact under the arrangement which you have mentioned with the Wabash Railroad

your agent has authority to issue these tickets and issues a through ticket. A. If he is supplied with a supply of Wabash tickets by the Wabash road, yes, that would authorize him to issue them. As a general rule initial roads prefer to issue their own tickets in their own offices. We are not an initial road in Chicago.

Q. I am assuming that he is going to the Canadian Pacific office—he can get it right there? A. Yes, sir.

Q. Over the route to Montreal? A. Yes, sir.

4913 Q. And as a general rule, does get it there? A. Yes, sir.

Q. If he asks for it and has got the money and can pay for it? A. Yes, sir.

Mr. Spooner: In selling that ticket you sell the Wabash part of it as the agent of the Wabash Company?

The Witness: Yes, sir.

Mr. Guiler: That is a question of law, Senator.

Mr. Spooner: It seems to be a question of law a hundred years ago.

Mr. Guiler: No, it is a question of law. I am trying to get the facts to show just what

4914 is done there.

Mr. Spooner: I want the whole facts.

Mr. Guiler: I do, too.

Q. You have agencies in London, have you not, for the selling of your tickets? A. Yes, sir.

Q. And also for the sale of through tickets over the Canadian Pacific to Chicago? A. Yes, sir.

Q. Now, the form of that ticket is similar to the other ticket is it not? A. Yes, sir.

Q. It is issued first of all in the form of a railroad ticket from London to Liverpool? A. Our vessels sail from Liverpool.

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Q. Then you sell one ticket with various coupons on it—you sell a through ticket to Chicago, do you not, from London? A. No, sir.

Q. What do you do—first of all—tell me just the form it takes? A. First the railway ticket from London to Liverpool—we will say the London & Northwestern Railroad; then comes the steamship ticket, a separate and distinct contract from Liverpool to Quebec, then a railway ticket.

Q. That is, an order isn't it? A. Well he brings an order and he is supplied with a railway ticket.

4916

Q. Well, the railway order is attached to the steamship ticket? A. In many cases they issue the railway ticket in London.

Q. As a general rule, it is a railway ticket? A. For steerage. I believe it to be an order for a railway ticket—it is a forwarding order.

Q. It is a forwarding order to Chicago which would be honored by the Canadian Pacific and the Wabash Railway when presented? A. When presented at Quebec to the agent of the Canadian Pacific Railway, he would supply the ordinary coupon ticket right from Quebec to Chicago over the Canadian Pacific Railway to Detroit, thence over the Wabash from Detroit to Chicago.

4917

Q. Now Chicago is in what passenger association? Western Passenger Association, isn't it? A. Well, yes, in a way that is—

Q. Or is it in the Central Passenger Association? A. No, I think the line is drawn there. Everything west of Chicago to the eastern boundaries of the Pacific coast states is the Western Passenger Association. East of Chicago down to the Niagara River and through there is the Central Passenger Association.

Q. Do you know whether Chicago is in the western or central? A. If the business is coming east it

would come from or through the central territory. If it is going west it would go through the western passenger territory.

Q. Assuming that the passenger is coming east, you would receive from the Central Passenger Association the ten per cent commission or commercial allowance which you might have spoken of the other day, would you not. That is, the Canadian Pacific would receive that, the Canadian Steamship Company? A. If the business went over the Canadian Pacific Steamship Company, yes, sir.

4919 Q. They would receive a commercial allowance of ten per cent? A. Yes, sir.

Q. That being based on the cost of transportation from Chicago to the Seaboard—is that right? A. Yes, there are maximum limits—$1.50.

Q. This is beyond the maximum limit? A. No, I don't say yes to that.

Q. Well, to obviate that, assume that it comes from a point in the Western Passenger Association's territory, as far west as you can get—now you would receive that ten per cent would you not—commercial allowance, based on railroad fare? A. Yes, sir, with a limit of seventy-five cents per ticket.

4920 Q. And that applies to the transportation from any point in the Western or Central Passenger Association? A. Anything that goes over Central or Western Passenger Association.

Q. You spoke of the Hamburg-American Line bringing over certain passengers to the United States and disembarking them at Halifax through Maine.

Mr. Beers: Did you say the Hamburg-American—what line did you say?

Mr. Guiler: Hamburg-American Line.

Q. You honored the Hamburg-American Line rail orders over the Canadian Pacific the same as you

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would any other Conference Lines? A. Yes, sir, I may say the Hamburg-American Line has now a regular service into Montreal in the summer time and consequently I don't think they now do land any ships at Halifax.

Q. Wherever they did land, you honored their railway orders? A. Yes.

Q. Glad to get them? A. Yes.

Q. Now you have arrangements have you not with other lines besides the Wabash Railroad for the carriage of passengers in the United States—passenger traffic arrangements? A. Certainly we will take pas- 4922
sengers from any line, as any line will take from us.

Q. That is if a man wants to go to San Francisco, say, by way of Chicago over your line from Montreal to Detroit, Chicago and San Francisco, you will sell him that ticket? A. We will ticket him right through to San Francisco by any line he wishes to go by.

Q. Those are under the same joint traffic arrangements with those I have mentioned? A. Yes, given to all railroads in the United States and Canada to interchange.

Q. Now you mentioned that certain immigration officers were at the port of Montreal and Quebec; I think you have said American Immigration officers; 4923
what do they do, American Immigration officers? Are they employed by the United States and stationed at Montreal and Quebec? A. Yes, sir, St. Johns, and Halifax in the winter.

Q. Do they examine the baggage of passengers at these points? A. Yes, sir.

Mr. Spooner: You don't mean "all" passengers.

Mr. Guiler: Passengers destined to the United States.

4924

The Witness: All passengers coming in on the ships are examined by the United States officers and the Canadian officers.

Mr. Spooner: At the boundary line they examined them.

Mr. Guiler: I was coming to that.

Q. Now, after they are examined is the baggage of those various passengers examined also there at Halifax and those various places you have mentioned? A. Yes, sir.

4925 Q. After that are they permitted to go through to, say, Chicago, or other points in the United States without any further examination? A. Yes, sir, they cannot proceed until they have received their passport.

Q. So they are given their passport which admits them to the United States? A. Yes, sir.

Q. And they are not further troubled by the customs officers at the boundary line? A. Not if they have got their baggage passed by the American customs officers who are in Quebec and Montreal and at Toronto and various points in Canada, just as we have Canadian officers for the accommodation of the public at various points like in Chicago.

4926 Q. By what authority—if you know of it—do the United States officers examine the baggage in a foreign country?

Mr. Spooner: Comity?

The Witness: Comity.

Q. You don't know any specific act or law which permits the United States to do that? A. The Canadian Government permit and sanction the American officers to perform their duties at the Canadian ports in order to facilitate and to assist and make easy for the passengers to pass through Canada and on to the United States.

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Q. It is to obviate the examination at the boundary —is that right? A. Yes, sir.

Q. So that the passenger may proceed straight through to his destination? A. Yes, sir. Now, the United States allows Canadian Customs officers to perform their functions in the United States.

Q. Is the medical examination made by a medical officer at the ports in Canada which you have mentioned? A. Yes, sir.

Hearing adjourned to Friday afternoon at two o'clock, December 6, 1912.

4928

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against

HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4929

Before Chares E. Pickett, Esq., Examiner.

New York, December 6, 1912.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

4930 Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Charles Burlingham, Esq., for the Anchor Line, Ltd., et al.

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

Upon the statement by Mr. Spooner that he would be unable to proceed at this hearing, and by direction of the Special Examiner an adjournment was taken
4931 until Tuesday, December 10, 1912, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
4932 HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

Before Charles E. Pickett, Esq., Examiner.

New York, December 10th, 1912.

Upon consent hearing adjourned until Monday, December 23rd, 1912, at 11:00 o'clock A. M.

UNITED STATES DISTRICT COURT, 4933

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4934

Before Charles E. Pickett, Esq., Examiner.

New York, December 23rd, 1912.

At the request of Messrs. Spooner & Cotton, the hearing was adjourned until Thursday, January 9th, 1913, at 11:00 o'clock A. M.

4935

4936 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

against

HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4937

Before Charles E. Pickett, Esq., Examiner.

New York, January 8, 1913.

At the request of Messrs. Lord, Day & Lord, the hearing was adjourned until Friday, January 10, 1913, at 11 o'clock A. M.

4938

UNITED STATES DISTRICT COURT, 4939

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4940

Before Charles E. Pickett, Esq., Examiner.

New York, January 10th ,1913.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Norman B. Beecher, Esq., and Charles Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.*

4941

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

Mr. Beers: I state on the record that Senator Spooner has communicated with me by telephone, from Washington this morning, and stated that he was detained there before a Congressional Committee and would not be able to attend the hearing today, but

4942 *James C. Barr*

asked that the hearing be not postponed on that account.

Mr. Guiler: He made no objection to its going on.

JAMES C. BARR, called on behalf of the defense, testified as follows:

Direct-examination by Mr. Beers:

Q. Captain Barr, you are connected with the Cunard Steamship Company? A. Yes, sir.

Q. In what capacity? A. Command of the steamer

4943 Carmania.

Q. How long have you been connected with the Cunard Company? A. Twenty-seven years.

Q. How long have you followed the sea? A. Forty years.

Q. Well, state what your first experience on the sea was; that is, what position you held before you entered the service of the Cunard Company? A. I went to sea as an apprentice in an English sailing ship. I finished my apprenticeship there, and filled various positions before the mast in steamers and as officer in sailing ships until I passed for Master Mariner, after which I joined the Cunard Steamship Company, as Fourth Officer in 1885.

4944 Q. And will you state, please, what positions you have held in the Cunard Company from the time you first joined the service as Fourth Officer? A. Every position, up to 1899, when I took command of the Catalonia.

Q. That is, do I understand, Fourth Officer, and then Third, and so on? A. All through the grades; from fourth to chief.

Q. And how many intermediate positions are there between fourth and chief? A. Six.

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Q. Will you state what those positions are, please? A. There are fourth, third, second, first and chief; that is six.

Q. How much time did you actually spend on each of those grades, Captain? A. I could not say from memory.

Q. About how much? A. I could not even guess.

Q. How long did you say it was between the time you joined the service as Fourth Officer, and the time you had independent command? A. Fourteen years.

Q. And was that fourteen years about evenly distributed between these various grades? A. Yes.

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Q. Do you know the basis on which promotions are made in the Cunard service? A. I should say merit.

Q. Will you describe the system as to education and training which has been required by the Cunard Company to your knowledge, in respect to the advancement and training of officers as a preliminary to their promotion? A. In the first place, an officer must have got a certificate to act as a Master Mariner before his application will be entertained.

Q. For any grade? A. For any grade. He enters the service, if his credentials are satisfactory, as Fourth Officer. After that he is reported upon by various ship captains with whom he sails, officially, twice annually.

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Q. That is reported to the company? A. To the company, to headquarters. The promotion is in the hands of the company. These reports have got a strong bearing on his promotion and the men are promoted from time to time as the vacancies occur. I think that is all I can say.

Q. Are promotions on a time basis or on a merit basis? A. Merit basis.

Q. After you had independent command in the Cunard Fleet, and commencing, as you have said, with

4948 the Catalonia, what Cunard steamers have you commanded? A. Catalonia, Sylvania, Veria, Saxonia, Carpathia, Slavonia, Caronia, Lucania and Carmania.

Q. You are at present in command of the Carmania? A. Captain of the Carmania and am Commander of the fleet.

Q. How large a crew do you now command on the Carmania? A. Four hundred and fifty, within a few.

Q. How many passengers can the Carmania carry? A. It is difficult to answer that because they fluctuate.

Q. About what is the capacity? A. With a crew
4949 of about eight hundred, I have had as many as two thousand souls on board.

Q. That has been the largest number of persons you have had aboard the ship? A. Yes.

Q. Will you describe in a general way what your duties as captain are? A. As the captain of the ship I am responsible to the Government, and to the company, for all things happening on that ship. The heads of each department are responsible to me in their turn for everything going right in that department. All complaints are brought to me, and I have general supervision over the whole ship for cleanliness, morals and safety, as a part of my duties.

4950 Q. What are your duties in respect to the health of passengers and the sanitary condition of the ship? A. I think that is all covered in the answer to the last question. All that pertains to the well-being of the passengers; morals, health—that is all part of my duty.

Q. In your experience do there frequently occur serious problems connected with the health of the passengers and crew, with which you have to deal? A. The service is so well organized now that they do not occur frequently, though they do occur.

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Q. In cases of sickness and death, and things of that sort? A. Well, those are common matters.

Q. In respect to the maintenance of order in the vessel, what are your particular duties—you have referred to it generally, but can you enlarge upon that? A. The head of any department having any difficulty, would refer to me. It would be then my duty to take action, such action as seemed to me proper at the time.

Q. Am I right in understanding that you are the representative of organized government on the ship? A. Yes.

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Q. And in maintenance of order what are your powers? A. I have plenary powers.

Q. Do you occasionally have to exercise those powers? A. I have exercised those powers.

Q. What are your duties in respect to hearing complaints? A. Any passenger or member of the crew feeling aggrieved may have access to me at any time. All complaints are supposed to be made through me.

Q. What are your duties with respect to inspection of the ship or of the passengers? A. An official inspection is made by myself, the purser, the doctor, and chief steward, at ten A. M., each day, during

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the whole of the passenger's quarters and conveniences used by passengers are inspected. Frequent inspections are made by the officers during the nighttime, and an unofficial inspection may be made by myself at any time.

Q. Have you any duty with respect to reporting as to the record and capabilities of officers serving under you on the ship? A. Yes, twice annually I am caused to make a special report on the qualifications of each officer, to the company.

4954 Q. When you refer to his qualifications you mean qualifications for what Captain? A. For his ability, and for his general attitude. He might be a good navigator, and not be able to handle men well, or *vice versa*, such matters as that would be mentioned in my report.

Q. Does the Cunard Company ever appoint an officer to any of its ships who is not of their own training? A. No, sir.

Q. Never takes one from outside? A. Never from outside. They all come in at the bottom grade and work up.

4955 Q. That is always a condition of independent command, of the company? A. Always; never broken.

Q. Are you familiar, from your experience, with the requirements on all the ships of the Cunard fleet, so far as discipline and method is concerned? A. Oh, yes.

Q. And you have testified to certain matters which come within your duty; would what you say apply to the duty of all captains in the Cunard service? A. Yes.

Q. From your experience at sea, Captain, can you state what the value is to the public, of having officers of passenger steamships kept under observation for

4956 a considerable period of years, before being entrusted with ultimate authority? A. I don't think that in any other way desirable officers could be obtained.

Q. To what extent have you in your experience at sea, have you been about the world—in what routes have you been occupied? A. With the exception of China and Japan, I have practically visited all ports of the world.

Q. From your experience can you state whether the duties resting on an officer in the North Atlantic Passenger business differ from the duties of officers serving elsewhere on the sea, and if so, to what extent do

4957

they differ? A. I should say yes. The weather is, as a rule, worse. There are more fogs, more gales. It is a frequently used route, a busy route, so that it would be a harder trade.

Q. How is it as to size of ships? A. The ships are larger and speedier.

Q. How as to the number of passengers? A. They carry very large numbers of passengers, much more so than any other trade.

Q. As to the point of number of passengers carried, how does the North Atlantic route compare with any other passenger route in the world? A. I should say very much better.

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Q. If a ship which had been engaged in traffic of a different sort were transferred with their former officers into the North Atlantic passenger business, what, in your judgment, what in your opinion, would be the result so far as regards the meeting of the requirements as they now exist in the North Atlantic business? A. I think he might expect to find chaos. That seems to be rather strong, but I don't think they could be met.

Mr. Guiler: I think you ought to specify there, Mr. Beers, what trade you are talking about. I think the question there is objectionable on the ground that it is too general, and does not specify just what ports you mean transferred from, whether the trade is passenger or freight, or what it is; and that the answer is objectionable.

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Mr. Beers: Perhaps I can bring it out by further questions. We will let that stand.

By Mr. Beers:

Q. Will you state whether in your opinion the requirements of the passenger service in the North At-

4960 lantic are such as to require special training for that service? A. Yes.

Q. Would it, in your opinion, be possible to train, in a short time, for that service, officers who had not previously been familiar with it? A. It is a little bit difficult to answer that question because if a man were brought in and trained awhile, he would be a good fourth officer, but if you had to train the whole staff, it would be very difficult indeed.

Q. What, in your opinion, do the present requirements of the North Atlantic passenger business demand in respect to the length of training of officers
4961 operating ships on that route—particularly captains. I refer to the length of training? A. I don't find it easy to frame a reply to that. The answer to the former question shows that I consider rather more training is necessary for that trade than any other, and as to the length of training required, I could hardly put it into any single portion of time.

Q. Is it in your opinion necessary that officers commanding vessels in the North Atlantic passenger business should receive training through a certain period of years in order to be fitted for that command? A. Surely.

Q. What—would it be possible to meet the require-
4962 ments of this class of business without relatively long training of officers? A. No.

Q. Are you acquainted with the officials in the head office of the Cunard Company at Liverpool? A. Oh, yes; I see them every voyage.

Q. What position in the company does Mr. Lister hold? A. Mr. Lister of Liverpool?

Q. Of Liverpool? A. He is the head of all the passenger department, each of which has its own head, and he is the head of all.

4963

CROSS-EXAMINATION by Mr. Guiler:

Q. I have forgotten just now, Captain, what other trades have you been engaged in besides the North Atlantic trade; will you name those for me? A. I served my time in the Cape Horn trade.

Q. That is from where to where? A. From Liverpool and other continental ports around Cape Horn to Chile, Peru and up as far north as Portland, Oregon, also New Zealand, during that same period of apprenticeship. After that I was sometime in the West Indian trade. That is this present trade before the mast.

4964

By Mr. Guiler:

Q. I wanted outside this trade? A. Sometime in the West Indian and Brazil trade.

Q. Did you sail in China seas at all? A. No, sir.

Q. Did you frequently make any stops at the Mexican ports, South American ports on the way to Portland, Oregon? A. No, we made no stops. In those sailing ship days, we made long voyages.

Q. These were the sailing ship days? A. After that I came into some sailing ship experiences in the West Indies.

Q. Have you had any steamship experience with those places? A. Not in those places, no. 4965

Q. Then the most of your steamship experience has been confined to the North Atlantic? A. Yes, but I have had experiences outside in the Mediterranean trades, and in the New York and Mediterranean winter cruises, and in cruising from the West Indies to the coast of Africa, and considerable experience in cruising to South Africa and India; outside of this trade altogether.

Q. Did you not find, Captain, that it took quite as much experience to handle a vessel in the West Indian trade as in the North Atlantic trade? A. No.

4966 Q. Isn't it frequent that tornadoes and cyclones come up there which requires a pretty good man to handle a boat? A. Such things do occur, but they are not frequent.

Q. It requires a man to be very well experienced? A. It wants an experienced navigator.

Q. In any trade? A. In any trade.

Q. What I am getting at is, would not it require as good a man in the West Indian and Mediterranean trade, as it would on the North Atlantic, to handle steam vessels? A. No; for the reason that the

4967 weather is not so persistently bad and they don't carry such large numbers of people.

Q. Take the Pacific Coast, for instance, from San Francisco down to Panama, in that stretch of territory there, have you not very often experienced very severe tropical storms, and even worse, you might say than you might here? A. As I have already said, an experienced navigator is necessary in any part of the world. The points I had under consideration is handling large numbers of people in a short time and at high speeds.

Q. You were speaking more of the handling of the people than the actual handling of the vessel when you spoke about that, were you? A. I was.

4968 Q. But a man in those other trades might be just as well experienced to handle the vessel, might he not? A. Oh, yes.

Q. And generally is experienced to handle a vessel in the North Atlantic? A. Yes.

Q. He has got to have those requirements before they would send him in that business? A. He has got to satisfy the Board of Trade that he could take charge of a ship in any port of the world.

Q. The same requirements are required there in the other ports as they are in the North Atlantic as to the inspection of and handling of people? A. And

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also much longer spells of fog and bad weather. I mean that the North Atlantic has its own special requirements, and any man coming in from the outside finds that out quick.

Q. So far as the handling of passengers—the internal affairs of the vessel—a man who has had experience in a steamship outside of the North Atlantic, could handle a ship in the North Atlantic as well, in a very short time? A. It would take some little time. You find outside men coming in don't get accustomed to it all at once.

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Q. How long would it take to become accustomed; I am leaving out the internal management of the vessel, the running of the ship? A. It would depend upon the stamina of the man. If he was an Alexander Hamilton he might tumble right away.

Q. It depends upon the abilities of the particular man, how long it would take? A. Surely.

Q. You have bright men and dull men on the sea as well as anywhere else? A. Yes.

Q. And the bright men don't always get the good positions, do they; I am asking you from your experience now? A. They have the best chance.

Q. But they don't always get the positions? A. Don't always get them.

4971

Q. But take it in general, a man of average aptitude and equal training, that you have described is required for the running of all boats, it would not take so very long for the man to become accustomed to the North Atlantic trade? A. No, but if the man were going into the trade where all the rest of the people on board the ship were trained to that particular trade, he would take much shorter time in falling into line. If he had to whip up a whole crew, it would take considerable time.

Q. It is very seldom that a man has to do that? A. Very rarely.

4972

Q. He generally walks into a ship where the service is already formed? A. Unless it might be a new ship.

Q. Ordinarily a man, when he is placed on the Atlantic trade at all, arrives there with the officers and equipment necessary for that trade, and also the men who are used to that trade? A. Yes.

Q. Now the United States Government has—you are acquainted with the matter of requirements of third-class passengers, are you; I think you stated you were, on the North Atlantic trade? A. Broadly, yes.

4973 Q. If you really represent your company wherever you are, whether you are in England or touch in the United States, you represent them as regards this government, the United States Government, and the English Government? A. I should be the figurehead.

Q. I mean in the actual management of the passengers? A. Yes.

Q. Now you know of requirements, do you not, by the United States Government, that certain space must be provided for steerage passengers, don't you? A. Yes.

Q. That the United States Government makes requirement that each third-class passenger should have a certain space in which to sleep; is that right? A.

4974 I could not name the specifications offhand.

Q. The principal one is that he should have certain sleeping space? A. Yes.

Q. And that is required by law? A. Yes.

Q. How long has that been in effect; that law in regard to space, to your knowledge how long have you been required to do that? A. Well, I could not go into the question.

Q. Roughly? A. I think that has always been so.

Q. As far as your experience goes? A. Yes.

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RE-DIRECT EXAMINATION by Mr. Beers:

Q. Does the passenger business on the North Atlantic require the training of a large number of subordinate officers of the ship? A. Yes.

Q. You have testified as to the officers of minor grade under you, navigating officers, what other officers on the ship report to you in addition to the Chief, the First, Second, Third and Fourth Officer? A. The Chief Steward, Purser and Doctor.

Q. And how about the engine force? A. Chief Engineer, also.

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Q. About how many subordinate officers are there on the Carmania between you and the crew? A. There are six or seven navigating officers. The engineers—I don't know how many. I only deal with them through the Chief. Each department has its Chief Steward; first-class steward, second-class steward and third-class steward. Then there are watchmen and inspectors of those watchmen, a master of arms; sort of ship's police. I think that includes all.

Q. In the Cunard service, are those subordinate positions to which you have referred occupied by men who remain in the company's service for a considerable period of time? A. They don't get those positions until they have been there for some considerable period of time.

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Q. Do the duties of a Captain in the North Atlantic passenger service involve special strain and insight? A. Yes.

Q. Why? A. For the reasons before stated: the large number of people carried, the speed of the ships and the weather met with.

Hearing adjourned to Thursday, January 16th, at 11 A. M. and Friday, January 17th, at 11 A. M.

4978 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

against

HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4979 Before: Charles E. Pickett, Esq., Examiner.

New York, January 16th, 1913.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers,
4980 Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Messrs. Spooner & Cotton, by Mr. Franklin, for the Allan Line, *et al.*

Upon consent hearing adjourned to Friday, January 17th, 1913, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT, 4981

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

4982

Before: Charles E. Pickett, Esq., Examiner.

New York, January 17, 1913.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles Burlingham, Jr., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.* 4983

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

Ralph J. M. Bullowa, Esq., and Walter Rogers Deuel, Esq., for Russian East Asiatic Company, *et al.*

4984 *Edward A. Drake*

EDWARD A. DRAKE, called on behalf of the defense, being first sworn, testified as follows:

Direct-examination by Mr. Bullowa:

Q. Mr. Drake, you are vice president of the Panama Railroad Company? A. Yes.

Q. How long have you been connected with the Panama Railroad Company? A. Twenty-five years.

Q. And the Panama Railroad Company at present and since the Government has taken over the building of the canal at Panama has been owned by the United
4985 States Government? A. The Government owns the Panama Railroad.

Q. And the Panama Railroad Company operates a line of steamers from New York to Colon? A. In connection with this railroad.

Q. And your experience with the operations of steamships has been for the period of about twenty-five years? A. Since 1893, when we inaugurated the line.

Q. Mr. Drake, in your opinion, how much more does a steamship line have to earn, to earn the equivalent of six per cent on a railroad investment?

Mr. Guiler: Do you think Mr. Drake has
4986 been qualified to answer that question yet?

Mr. Bullowa: All right, strike it out.

Q. You have entire charge, Mr. Drake, of the operation of the steamship line, have you not? A. I am the executive officer.

Q. And you have been since about when? A. When it was inaugurated in 1893.

Q. And you have charge of its finances? A. Yes.

Q. Do you know the cost of its operation? A. It is all a matter of record in our accounting department.

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Q. You are in charge of the financial operation of the steamship line? A. Of the railroad as well.

Q. And of the railroad? A. Yes.

Mr. Bullowa: I think he is qualified.

Q. Mr. Drake, in your opinion, how much more does a steamship line have to make to earn the equivalent of six per cent on a railroad investment?

Mr. Guiler: Objected to as incompetent, immaterial and irrelevant and calling for conclusion and ask to have it stricken out.

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A. I always expressed my opinion broadly on that point, but I believe it is a maxim in transportation circles, that a steamship line has to earn from twelve to twenty per cent to make it equivalent to six per cent earned by a railroad.

Q. Will you state the reason for expressing that opinion? A. Well, there are so many instances and exigencies that affect the operation of a steamship line or of a vessel that cannot possibly apply to the operation of a railroad.

Q. Will you give several of those instances? A. Well, perils of the sea, difficulties in maintaining schedule, arbitrary changes in cost of operation.

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Q. Such as what? A. Wages, cost of material, fuel; I don't mean that those latter items don't affect railroads. It is the effect of those combined.

Q. I suppose you cannot spot a vessel as you can a car?

Mr. Guiler: What do you mean by "spot"?

The Witness: If you say a ship will be on berth on the 9th of the month at a given hour, there is no certainty that it would be there. It depends upon the elements and upon a thousand and one things.

Q. Mr. Drake, you have—the Panama Railroad Company have a minimum rate across the Isthmus? A. We have in through billing.

4990 Mr. Guiler: I object to this question and to this whole line of testimony as not within the issues. The Panama Steamship Company or railroad is in no way concerned in the North Atlantic trade.

Q. What was the object of that minimum rate? A. To prevent discrimination between carriers and to insure the company's securing an adequate return for its services.

Q. What carriers do you refer to? A. To all our connecting co-carriers engaged in through billing.

4991 Q. Steamship lines? A. Yes, the railroad operates across the Isthmus and has a terminal on each end; each ocean, and has connecting companies termed co-carriers.

Q. Prior to the formation and operation of the California Atlantic Steamship Company, did you have any difficulty in preserving your rates? A. We never had any difficulty at any time.

Q. What was the object at the time of the formation of the California Atlantic Steamship Company in making the minimum rate? A. The California Atlantic Steamship Company has not been defined here yet, but it was a steamship line organized to

4992 engage solely in what is known as coastwise traffic, that is traffic between the United States coast points on both oceans, via the Isthmus. The Panama Railroad Company does its business on the basis of agreed tariffs, classified in the case of the coastwise, with minimum rates established, or basic rates, I may say, established for the purpose of—as I stated before—of securing an adequate return to the railroad for services it performed.

By Mr. Spooner:

Q. Mr. Drake, when you say "agreed" rate, agreed with whom? A. Practically issued by ourselves.

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That that may be understood on what is known as eastbound traffic, we have a classified tariff, that is, cargo coming this way from the Pacific Coast to the Atlantic Coast, we have a tariff based on forty cents per hundred pounds or $8.00 per net ton for rough, coarse goods. Westbound, we have a tariff based on forty-five cents a hundred, or $9.00 per net ton. Those rates are divided between the carriers on the basis of the service performed.

Q. That is, between the railroad company and the steamship companies? A. Between the railroad company and the carrier on the Pacific.

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By Mr. Bullowa:

Q. Now, on the traffic which originates in New York, and is diverted to the various lines at Panama to the Pacific Coast, do you divide the traffic between the various lines? A. What do you mean by traffic? Passenger or cargo?

Q. Either or both? A. With passenger—there is a *modus operandi* with both—on the through rates to points beyond the Isthmus, there is a through tariff on cargo divided on given established percentages, and the passenger rate is made up of practically the sum total of the locals. We have a rate to the Isthmus of $75 to Colon and $78 to Panama and for points be- 4995
yond the Isthmus the passenger order is issued on the local agent of the on-carrier who issues the ticket on that order—upon the payment of the freight money —that he may respect, and we, having collected it at this end, account for it later.

Q. Do you have more than one class of passengers to the Isthmus? A. We have cabin and steerage only.

Q. What is the steerage rate to the Isthmus? A. $30.

4996 Q. What is the distance? A. One thousand nine hundred and eighty-five miles.

Mr. Guiler: From where to where?

The Witness: From New York to Cristobal or Colon.

Q. Do you find that is a paying rate?

Mr. Guiler: That is a question of law—that is a conclusion.

Q. Do you find it is a paying rate? A. Yes, at times it is remunerative and others not.

4997 Q. Well, how does the rate of $30 remunerate you? A. It is a satisfactory rate for steerage accommodations; at any rate, it is our rate.

Q. In steerage accommodations you have no separate berths? A. They are under United States regulations.

Q. But not in excess of the regulations regarding steerage rates? A. We comply with regulations, that is all. The Panama Railroad is a corporation under a charter from the State of New York, and is operated as a corporation.

Q. But is owned by the United States Government? A. Yes.

4998 Q. Except the qualifying shares? A. Yes, and those are.

Q. Not nominally in the name of the director? A. My share is in my own name; it belongs to me; I paid for it. The Government has control of it, of course.

Q. Now, as far as the traffic after it leaves the Isthmus, do you divide it in any proportion among the various lines on the Pacific Coast? A. Freight traffic, we do.

Q. How is that divided? A. On a scale of percentages.

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Q. To the different lines? A. No, uniform according to service; service to the north of Panama is divided on one basis, to the south on another.

Q. I mean under—I refer to the proportions among the several lines? A. The proportion of cargo—the companies solicit their own traffic at New York, and when it is brought to us we carry it according to the bill of lading that is issued.

Q. Any traffic that originates directly with you, how is that? A. That is what is known as a routed bill of lading.

Q. How do you apportion that on the Isthmus? 5000
A. On the principle that if there is only one steamer on the berth to sail for the departure named in the bill of lading all of that class of cargo is given to that steamer. If there are two, it is divided; if there are three, it is divided. The basis principle being equal treatment to all.

Q. Now, prior to the formation of the California Atlantic did you find that the Pacific Mail was cutting your through rate? A. Oh, no. I don't know that the Pacific Mail was ever charged with that. They were charged with not encouraging the business; not developing it. I never knew they cut rates.

Q. There was a Caribbean Conference, was there not? A. I believe so. 5001

Q. And you acted in an advisory capacity? A. When that Caribbean Conference was organized, it is made up, I believe, of the local heads of the different lines that now run to the Isthmus. It never would have run if I had had my way. They have a periodical meeting, or meeting subject to the call of the chair, I believe. We were invited to become a member, and be represented, and we declined, as the Government does not either recognize or participate in conferences, or be bound in any way by any of their conclusions.

5002 Q. But you attend meetings? A. We have an opportunity to be represented at all of the meetings, or, are invited to attend this Caribbean Conference. They went further than they were authorized and elected us a member, which I repudiated but accepted the invitation to attend meetings on their account, more than ours.

Q. Do you attend those meetings or do you have a representative attend? A. No, I had occasion to question our traffic manager the other day, and he told me that he had not attended more than one or two.

5003 Q. But he had attended one or two? A. He attended the second one, merely to state the attitude of the Government.

Mr. Guiler: Are you trying the Prince Line case, or the Hamburg-American?

Q. Did you enter into an agreement with the Pacific and the California Atlantic at any time? A. Jointly, no, sir.

Q. Was such an agreement discussed? A. No, we don't have any contracts. The Government announced most recently, on May 1, 1911, the conditions under which we would carry on the coastwise traffic, and those conditions are open to anybody who will

5004 comply with them. Under those conditions, the Pacific Mail continued its service.

Q. Do you find that the shipper can secure better service when there is competition in the service than if there was none? A. The volume of traffic increases; I don't know that the service is better; in fact, I should say it was not.

Q. You have also found in your experience that when there was no competition rates increased? A. No; rates are stable. I hardly like to go on record as making a statement of that kind. We are operating under the Government. Initial carriers are given con-

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siderable latitude in inaugurating rates or changes in rates, but they have to satisfy the railroad that there is a reason for their action. In through traffic, we assume that anything that would interest an initial carrier in the way of business, would interest the Panama Railroad Company as an intermediate carrier, so that frequently changes of rates are inaugurated, justified, concurred in, by the Panama Railroad, but if there is any attempt to make rates, that are prohibitory, on one hand, or unremunerative on another, we would object, and the old rates would continue in effect.

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Q. Well, in operating a steamship line, you find that it is better for these various steamship lines to agree on some minimum rate? A. I don't know about that. The Government does not make a rate or break a rate for any other reason than its own. We have our rates independent of any other lines. I don't know what the motive of their action is.

Q. You don't believe in cutting the rates of an outside line to get the traffic? A. I don't know what you mean.

Q. That is, you won't cut the rate established by the other lines? A. Yes, I will; I will make any rate, and they know it. I may explain there, perhaps. The Panama Railroad, for a great many years, operated the only line between New York and the Isthmus. It was against its policy to admit other lines there because our line begins at New York, and ends at Panama. The Hamburg-American Line, the Atlas Branch, by an appeal to the executive, secured the privilege of connecting with the road at Colon, and afterwards secured the through billing privileges, that is for business beyond to points on the Pacific Coast, and when that was accorded to one line, it was accorded to others, namely, the Royal Mail followed. The United Fruit Company followed and now any line can secure

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5008 the same privilege; but originally we had a rate of $8 between New York and Colon—$8 a ton—and a special company's rate, rate for the company's own service. When the Government purchased the railroad, the maximum price was fixed at $5 for the other service; that is the tariff. The Government Line has a direct service between New York and Colon or Cristobal—when the Atlas Line came in they made a deviation to Kingston. Consequently, felt that by that delayed service it was entitled to a differential rate, and made a $4.50 rate. Now, that indirect service was the occasion for the differential desired, but when their serv-
5009 ice improved, and they made practically direct connection, it was expected that they would withdraw the differential on that account. I believe they would have if the Government had made the request of them to do it, but the Government does not ask anybody to advance rates, so there was only one alternative and that was for this company to meet that rate, and I met it and made a $4.50 rate. Subsequently very severe competition developed and I announced for the information of the other lines, that so far as the traffic of the Panama Railroad *per se* was concerned, I would carry all of it; that is, the company's own purchases. Material is very often bought to be delivered on the Isthmus,
5010 and the shipper tries to get lower rates by using one line as a club on the other. I announced that I would carry all the Panama Railroad's cargo at any price necessary to secure it. Similarly, I announed that I would carry all of the canal commission business—that I had space in the ship for it at any rates that they made among themselves. That brought about a pretty low scale of rates. Through the activities of the United States Steel Products Company, a pretty low basis of competitive rates was established. The other lines complained to me at that time through their different representatives who I don't recall now, that the

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Government was compelling outside steamship lines to do business at a loss. I told them that did not concern the Government because as we were doing business at a profit. They wanted to know whether if we were asked we would restore the old rates. I told them, no, I would meet any rate that they might make. They announced to me subsequently that they thought $3.50 rate for low grade cargo would be a remunerative rate, and they established it, and that is the rate now. I have gone into this explanation to answer your question, because if they made a fifty cent rate, I would carry at that all cargo they consigned to the Panama Railroad.

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Q. In your experience, the result of a series of competitive rates, is to reduce a rate to such an extent, that the carriers carry merchandise at unremunerative rates? A. It was with some, it was not with us. The competition did not affect us.

Q. Because you had a certain amount of Government material to carry? A. We had other business than the local commercial business.

Q. If you had no Government business to Panama would it have been unremunerative? A. We could drop out that business tomorrow. We earned seventy per cent of our revenue from commercial traffic.

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Q. At $3.50? A. That is the rate between New York and Colon.

Q. You mean that the railroad would earn it or do you mean that the steamship would earn that? A. What are you referring to?

Q. That seventy per cent of the business; taking the steamship line separate, could you have made a profit at the fifty cent rate? A. No, the business would not have been—

Mr. Guiler: Take them all together.

Mr. Bullowa: That is the railroad.

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A. It is the combined earnings of traffic that make the seventy per cent of earnings referred to those of the steamship line are not treated separately. It is a part of the through line.

Q. Well, as a result of the series of competitive rates, the rate would have become unremunerative to the steamship line alone? A. I stated, Mr. Bullowa, that the outside lines claimed that it was unremunerative.

Q. What is your experience? A. That is a matter of surmise. If a large volume of the business had been carried at the lowest rate, it would have been unprofitable.

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Q. And the result would have been to have driven out of the business all except the strongest line? A. That is the principle of the survival of the fittest.

Q. That operates in the steamship world?

Mr. Spooner: That operates in every way.

CROSS-EXAMINATION by Mr. Guiler:

Q. You have found, Mr. Drake, that when the competition was found the severest that you have made money in connection with your steamship and railroad? A. The fact of the competition did not influence us at all.

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Q. You continued to make money in spite of that. When you were cutting rates, to what rates did you cut? A. The cut of rates only affected a part of our business, that is, the direct business between New York and Colon. The other business remained on the basis of agreed rate tariffs.

Q. Well, did you get that rate? A. When the Government got control our $8 rate was immediately cut to five dollars because we have to carry the Commission's business at regular tariff rate.

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Q. Well, how low did the rates go? A. As low as two dollars.

Q. And still remain remunerative? A. As far as we were concerned; yes, sir.

Q. And the other outside lines have met that rate? A. We met the rate at the time, because it was claimed that they were offering those rates. We could only judge—if we quoted $2.50 for instance, for a rate, and we did not secure the business we could only assume that it went at the lower rate.

Q. But the public then, when this competition was the severest, was just this much better off, by those low rates; is that right? A. Yes; though it did not affect the through freight; it only affected the direct traffic between New York and Colon.

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Q. They were so much better off by that? A. Yes. I never saw the time the shipping community would not take all that was given to it.

Q. And you found that during the period, Mr. Drake, as you state, the freight—there has actually been an increase in the amount of freight carried. That is you get more business, don't you? A. Yes, a reduced rate would increase the volume of traffic moving.

Q. Increases it automatically, does it? A. Sometimes it is true when there is very little freight moving, or there is no freight to move, it is a matter of indifference what the rate is. It won't move at any rate.

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Q. Now, you could afford, could you not, to make a lower rate in order to get the greatest volume of traffic? A. That would have to be determined at the time owing to the diversity in character of freight that is moving.

Q. As a general proposition, that is true? A. Yes.

Q. And that consequently the greater profit might

5020 be made even at a lower rate, on account of increased volume of freight? A. No.

Mr. Spooner: To carry it at a loss, ought it?

Mr. Guiler: I did not say that, Senator.

The Witness: On a small volume of business you will want to make a cent a pound profit. For instance, the Standard Oil or any of the large corporations that have a tremendous output, increase their revenue by millions, by an increase of a mere fraction of a cent on the cost of a gallon. The same principle would apply to traffic.

5021 Mr. Guiler: They sometimes can increase their return by a decrease in rate?

The Witness: Yes, sir.

Q. And that has been done on that line? A. I did not make a qualified answer a moment ago for the purpose of going back on anything, but the volume of freight is fluctuating. If you have a large quantity of freight that pays well, there would be less room for the other freight that pays a small rate. If you have a lot of space left in a ship, naturally to fill that up you would increase your revenue.

Q. Assuming that there is a fair amount of freight to go through, you might in competition with others,

5022 get a larger amount of that freight and get a profit? A. Yes, sir. I would like to say irrespective of competition with anybody. We are a Government owned line attending to our own business.

Q. The way you have run it, there has been active competition? A. When the Government bought the canal it bought a going concern, the Panama Railroad Company with long established practices. The agreements that covered that practice were terminated summarily. The Government itself would not block up a highway and thereby suspend traffic of the whole Pacific Coast, because at that time it was practically the

5023

only means of communication, hence existing practices were continued so far as they did not conflict with United States Government requirements. Anything that did, was cut off without regard to the effect on any line.

Q. The result of Government ownership of the Isthmian Railroad and Steamship Company has been to put in higher competition there? A. It has always been a going concern; we were in the business alone originally. The other lines came in and became the competitive lines.

Q. It has had the effect of reducing rates materially, has it not? A. Yes, indeed.

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Q. To what extent—to what percentage? A. Our steamship rate from $8 to $3.50.

Q. The other lines have been reduced to what? A. I don't know. They have met our rate.

Q. From $8.00 to $4.50? A. Yes.

By Mr. Bullowa:

Q. At the present time you are not competing with the outside lines—your rates are practically the same? A. Our rate is three and one-half; four fifty tariff rate, three and a half for the lowest grade commodity.

Q. You are not cutting their rates; you have a gentleman's agreement? A. No.

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By Mr. Guiler:

Q. You have no gentleman's agreement? A. None at all.

Q. You say you make a rate to get the biggest amount of business? A. The Secretary of War told me never to make or break a rate for anybody else's reason. That is the policy of the Government.

Q. And to make the rates as low as you could and run your line? A. Yes, sir.

Q. And you have done so? A. Yes, sir.

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Q. The effect of that has been to reduce all rates? A. Yes, sir.

By Mr. Beers:

Q. Mr. Drake, where you are speaking of $8, and rates going down from $8 to a considerably lower figure, you refer to the freight rate so much a ton, don't you? A. Yes, sir; forty cents a hundred would make $8 net per a short ton.

Q. How large a percentage of the business of your steamships has consisted of the through billed freight and the freight for the Commission? A. That is all

5027 subdivided in our annual report.

Q. Can you bear it in mind? A. No, sir; I can furnish you the definite information if desired.

Q. You distinguish between the merchandise carried from New York to Colon as constituting a certain portion of your business, and the other business which came on through bills. Now, how much of your total carryings consisted of the freight carrying the same from New York to Colon? A. I cannot answer that from memory so that it would be a record.

Q. Do I recall correctly that you spoke of some seventy per cent of your business? A. I was speaking of all the business of the company. I said that seventy

5028 per cent of the revenue of the company was derived from commercial traffic, as against the Commission and railroad and the company's own traffic.

Q. When you speak of reducing the freight rate in order to meet the rates of the other lines, how much of your freight carried did that reduced rate affect, about? A. The records of our tonnage are divided on the basis of traffic, New York to Colon, New York to Panama, New York to points beyond Panama, and that is all a matter of daily, weekly, monthly records. I could not give it to you from memory today, although my traffic manager can lay it on my desk this afternoon.

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Q. It is a fact, is it not, that a very large portion of your business was not affected by the reduction of the freight rate on the business between New York and Colon? A. That is correct.

Q. So that the cutting of that rate left the income from the other sources unaffected? A. Yes, sir. I say; yes, sir; because—

Mr. Guiler: Explain it fully.

The Witness: The sea is open. Traffic between New York and Colon is unrestricted. Any of you gentlemen can operate a steamer from New York to Colon. He is entitled to his wharfage privilege at Colon and to be treated exactly as any other line, and more than that he can issue a through bill for instance to Central America. A through bill can be issued via Panama by any individual, by complying with certain conditions—he has to comply with certain conditions that insure the railroad and the on-carrier their proportion of established rates.

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Q. What effect did the operation of the American-Hawaiian Line to the Isthmus, to Tehuantepec have? A. It established another line of competition, that is all.

Q. Was not that one of the several causes of reducing the rate between New York, the through rate? A. For many years, in order to make the operation of our railroad rate automatic, we took the rates of the Trans-Continental Railroad, which I always had, and announced a variation from those rates on a percentage basis; thirty per cent on carload lots and forty per cent on less than carload lots. That was objected to as apparently, though not really, co-operating in making rates with the Trans-Continental Line, and the Panama Railroad subsequently issued its own tariff. The scale of rates is lower than the United States Trans-Continental Railroads and by Tehuantepec and the rates by Tehuantepec are higher than by the Isthmus of

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5032 Panama, because of the relative geographical situation of the lines. Our rates are lowest except the rates around the Horn.

Mr. Guiler: You run your railroad, and the steamship business is essential as a part of the railroad?

The Witness: Yes, sir.

Q. And try to make it profitable as well as anybody else? A. Undoubtedly.

By Mr. Bullowa:

Q. For the fiscal year ending June 30, 1912, the steamship line showed a deficit, did it not? A. $305,-
5033 000.

Q. But the railroad showed a profit? A. Yes, sir.

Q. The steamship line in itself showed a loss? A. For specific reasons stated in the annual report. There were conditions that don't usually affect it. At the end of the fiscal year the steamship line became remunerative and has continued so. The adverse conditions apply to that particular fiscal year.

Q. Those frequently occur in business? A. Oh, yes.

Q. The traffic is not as regular as in the operation of the railroad? A. The occasion of that deficit, or rather the reasons for that deficit were not altogether
5034 traffic reasons.

There has been a great deal of pressure put upon the Government to establish branch lines of the Panama Railroad out of other ports than New York, claiming that it was discrimination in favor of New York, that Boston, Philadelphia, Charleston, and New Orleans should have privileges of a Government owned line as well as New York. When the Government bought the railroad, it bought a line operating out of New York; after very serious consideration was given to the applications of the different other bidders, I was authorized to establish a branch out of any other port when

it could be demonstrated as a self-sustaining proposition, and they have never been able to make that satisfactory demonstration, so it has not been done, but under our arrangement with the California and Atlantic Steamship Company, in order that their vessels returning from Balboa to San Francisco might have homeward cargo, I consented to authorize establishing a line out of Philadelphia, and one out of New Orleans. They did that for about a year, and sustained very heavy losses, but at the same time they established traffic conditions that the Government was obliged to protect for a time and we did that also at a serious loss. 5035 5036 We lost $100,000 out of Philadelphia and a relative amount out of New Orleans. The Government withdrew that extension, and now the standard is that no other branch be established, nor in fact, will the present line be increased until its scope is defined by Panama Canal policy.

Q. The losses were due to the starting of new lines? A. Not all the losses, not at all. Operating the line as continuously as we do to feed an army of 70,000 people down there and carrying material for the construction of the canal, we have to operate our steamers continuously. We have to repair them while still in Commission. There was an expense of $282,000 during that year owing to what would be called extra- 5037 ordinary repairs in lieu of an annual overhaul. That was charged to operating expenses of the steamship line.

Mr. Guiler: That was also a cause of loss?

The Witness: Yes.

By Mr. Bullowa:

Q. As a matter of fact the keeping of the sailing dates costs a great deal more than a line that can send a steamer at indifferent periods. That is the regularity of sailings? A. With us, it is a necessity; it costs more money.

5038 Q. The cost progresses as the schedule is strictly kept? A. Every time a Sunday and holiday work is required, either for repairs or in loading or discharging freight, it costs.

Q. During the year 1912 was the space in outward bound steamers in the company available for coastwise cargo, distributed between the California Atlantic and Pacific Mail in any given proportion? A. Yes.

Q. In what proportion? A. There was a certain space set aside in our steamers for coastwise traffic and because there was a greater volume of traffic offering by the California Atlantic than by the Pacific
5039 Mail Company, they were given fifty-seven per cent of the space allotted to coastwise traffic and the Pacific Mail given forty-three per cent.

Q. That is, you found it necessary in the operation of your steamers to apportion this traffic? A. The California Steamship Company went to Washington —over my head—to get a modification of the rule of equal treatment to all. Equal treatment would have divided the space fifty and fifty, between the two carriers. On pressing upon the authorities there their necessities and the requirements that a large volume of freight which they could secure out of New York, should be provided for, they were given fifty-seven
5040 per cent; given an opportunity to demonstrate what they could do, and to help them along, in order to maintain the independent operation on the Pacific Ocean which they had established.

Q. What was the object in obtaining this independent operation? A. They went into the business to make money, I have no doubt. They did not do it, though.

Q. Competition was too severe? A. The methods of competition were. They owe the Government $150,000 now.

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Q. You found that competition when carried to the extreme limits results in the elimination of the weaker lines? A. I qualified when I said "their methods." The rates now in effect are remunerative. A basic rate of $8 eastbound and $9 westbound is a remunerative rate. It is so evident that other lines have jumped into the gap and now have applied for and have been granted through billing privileges.

Q. But you also found that if there was not a basic rate, that competition reduces the rate to such an extent that the weaker line falls out? A. Competition running wild brings ruin, of course.

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Q. And the object of a Government in trying to establish a basic rate is to prevent competition running wild? A. The object of the Government in establishing a basic rate is that it shall receive a remunerative compensation for the service it performs. The ships come to our terminal, the cargo is discharged on to our wharf, loaded on to our cars, carried across the Isthmus and delivered on to ships on the other side. In the case of coastwise traffic to New York, it is delivered alongside of our ships, and is brought to New York by those ships, on the principle of allowing initial carriers to make rates. The Government is not operating a line to make a loss any more than any other individual.

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Q. The effect of the basic rate is that the railroad company demands a certain amount of that basic rate for the service crossing the isthmus? A. The government says it will participate on a percentage basis of division of earnings based on its tariff.

By Mr. Guiler:

Q. You spoke of the methods of competition of the California Atlantic; what were those methods? A. I can only judge by the outcome. I don't want to state anything here that I don't know; they claim

5044 the result of their operation is that they are in debt some $450,000, outside of stockholders' claims. I don't know what other means they resorted to, but they collected a very large volume of prepaid freight money for which they have not accounted to us, for our proportion, and in the monthly accounting all of the business was not included.

Q. Well, the effect then, is that the California Atlantic has gone back on its promises to the government? A. It did business on our capital for a long while.

5045 Q. Now, you stated a while ago, that other lines were complaining that the government compelled outside lines to do business at a loss? A. At that time, that was the general complaint.

Q. And you stated that that did not concern you, because you were doing it at a profit? A. Yes, sir.

Q. And you were at that time, making the lowest rates that could be had? A. Yes, sir.

Q. And yet, you were making a profit? A. Yes, sir.

Q. And you considered, did you not, that if the other lines met that rate, they could do business at a profit, also? A. I was not concerned.

Q. What would your opinion be on that subject?

5046 A. I don't believe that if all of the business of the steamship lines, or rather, if the only business of the steamship lines was operating between New York and Colon, that the $3.50 rate would be a remunerative rate.

Q. But it is possible, or might be? A. I would not like to have to demonstrate it.

Q. At any rate, it was profitable to you? A. Yes, sir.

Q. How long is the Panama-Colon Railroad? A. Fifty miles.

Q. So that the greatest part of your haul is at sea, isn't it? A. Yes, sir.

Q. And yet, on the entire business, you have been able to do business at a profit? A. Yes, sir.

Q. Now, how do you figure out, Mr. Drake, your statement in regard to a steamship line having to earn twenty to twelve per cent to make it equivalent to six per cent on a railroad? A. I stated that I had always dealt with that, broadly. It was one of the first instructions that were given to me, or rather, one of the first points relative to steamship operations that was laid down to me by experienced steamship men. I think I may have accepted it then and verified it since.

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Q. Your railroad is only fifty miles long? A. Yes, sir.

Q. And your experience has been entirely with that railroad? A. Entirely; I came from Wall Street.

Q. So that you cannot speak in regard to a railroad which is trans-continental? A. While I may not be considered a railroad man, I am intimately associated with a great many railroad men, and I am happy to say that I have kept my end up with them.

Q. So that your statement in regard to the twenty per cent—

Mr. Spooner: You mean that you are not regarded as a railroad man, or that you don't regard yourself as a railroad man? I have always understood that you were a railroad man.

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By Mr. Guiler:

Q. Your statement that you have to earn twenty per cent, was really more acceptatious of what has been stated to you than your own experience? A. Besides operating this fifty mile railroad, I have had to do with, and have constructed railroads, but not directly in the accounting part. As a practical man, I would readily accept the statement; in fact, I did, and I believe it can be proven.

Q. You have not, in any of your experience, tried to work that out? A. No, sir.

5050 Q. Now, this fifty mile railroad down there, is exceptional—the circumstances are exceptional as compared with any other trans-continental railroad, are they not? A. I don't know in what way. It was the original trans-continental railroad. It started in by charging $25 a passenger and $100 a ton. It grew in railroad competition until now, it stands where it does.

Q. At the time it was charging those prices, it could get anything it wanted? A. It could now, because the Pacific littoral was from Salvador to Valparaiso, is largely dependent upon the isthmus.

5051 Q. Is there any other railroad running across the isthmus? A. The Trans-Andian, the Costa Rican, Guatemalan and the Tehuantepec, in addition to the trans-continental railroads to the United States. They are all from coast to coast.

Q. Are those railroads in active competition with your railroad? A. I don't know. They are all trans-continental railroads.

Q. You have no arrangement with them? A. We have no arrangement with anybody.

Q. That is, your rates are made as a basis to make a fair rate to everybody that comes along? A. Absolutely equal treatment to all-rate competition, but

5052 remunerative rates.

Q. Even the statement in regard to your keeping your schedules there; you are able to make a profit, are you not? A. Yes, sir. That is the ordinary requirement of the steamship lines. There are special reasons with us here, why we should maintain our schedule; because we carry food stuffs in cold storage. We have the largest floating cold storage facilities in the world. We are feeding an army of 40,000 on the isthmus with just the same class of food as you have. We have to do that regularly.

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Q. You find that you can keep that schedule and yet make money? A. We do keep it and we do make money.

Q. What percentage of expenses would you say the keeping of the schedule would require over and above any regular schedule? A. I could not say, sir; if a ship is likely to be detained, unless extra effort is made to get her away, the additional expenses to get her away would embody nightwork, or extra labor. That would be some of the additional outlay to maintain the schedule.

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Q. But taking the whole business together, it is better to maintain your schedule than not? A. We operate in two ways; we have four steamers that operate on a regular schedule. We have two large steamers that operate on an approximately fortnightly schedule. They vary a day or two—set back or ahead —according as the movement of cement is imperative or not. They are cement steamers.

Q. Do you make a through rate on passengers from New York to San Francisco? A. Yes, sir.

Q. What is the rate at the present time? A. $120 for through passengers.

Q. How many miles does that cover? A. 1985 on the Atlantic, and 3400 or 3500 on the Pacific.

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Q. And you have found it was profitable to carry passengers for 5400 miles at that rate? A. I don't know whether it would be profitable or not.

Q. Take the fifty miles of Panama Railroad; you do make a profit? A. Our proportion of that rate is profitable. We get 40 per cent, or $48 for the through passenger from New York to Balboa.

Q. And you have found that to be profitable? A. Yes, sir.

Q. How many miles do you carry for that $48? A. From here to Colon, and across the railroad to Panama. That would be 1985 miles at sea, and 50 miles of railroad.

Q. About 2000 miles? A. Yes, sir.

Q. Two thousand miles for $48, that is right, isn't it? A. Yes, sir.

DIRECT-EXAMINATION by Mr. Beers:

Q. Did you state how many people were under charge of the Isthmian Commission? A. They have 40,000. The last canal report states that they have reached the maximum number of employees engaged, and that is 40,000. They have their families with them, and it is estimated that there are 70,000 people dependent upon the canal construction.

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Q. And your company has a monopoly of the business of the Isthmian Commission—the carrying? A. Oh, no.

By Mr. Guiler:

Q. That is, they can go by any other line they want to? A. Yes.

By Mr. Beers:

Q. How about the railroad? A. Nothing can get across the isthmus except by the railroad.

5058 By Mr. Bullowa:

Q. As far as the supplies for the isthmus, you have the total? A. No; we don't have that. A large quantity goes by the Royal Mail; a large quantity out of New Orleans, a very important portion of it; a great deal comes down from San Francisco.

By Mr. Spooner:

Q. Don't you take all you can get? A. We carry all up to our capacity. Say they made a requisition for a couple of thousand barrels of potatoes if we can get them to go down by our steamers; they would

go by New Orleans, and regardless of whether we had space or not.

By Mr. Guiler:

Q. You stated a while ago, there were other transcontinental lines down there that could carry freight from ocean to ocean? A. That is all ocean to ocean.

Q. They can do that? A. Yes, sir.

Q. So that your line is not the only one? A. No; they are doing that now. The Costa Rican is engaged in local business and the Guatemalan has a through line. The Tehuantepec has a through line. 5060
I mean carrying cargo beyond either terminal.

Q. So that you have no monopoly of the carrying business? A. No; there is no monopoly there.

By Mr. Spooner:

Q. Those railroads don't carry much into the canal territory? A. No.

By Mr. Bullowa:

Q. Mr. Drake, at the time you were operating from New York at a two dollar rate to Colon, did you keep a separate account of the steamship earnings on that two dollar rate? A. Yes, sir.

Q. Was the company earning a profit on the two 5061
dollar rate? A. The system as a whole, was earning money. I can answer the question that you have just asked by a reference to our records.

Q. While you were operating at the through rate, at the rate of two dollars from New York to Colon? A. That was not a through rate.

Q. You still maintained your basic rate across the isthmus? A. Yes; that did not affect the other business.

Q. That rate was preserved to Balboa? A. It sometimes happenes that a sharp reduction in the

5062 rate of one member of a combination, enables a shipper to avail himself of a sum of effective locals, so as to beat the through rate; that is if they were carrying at $2 per ton by the steamship line and the rate was $2.50 across the isthmus, the sum of the locals would be $4.50, while the through rate from New York to Panama might be $6.

Q. But the government at all times, maintained and executed its basic rate across the isthmus? A. We are operating on established tariffs with agreed divisions, and all our carriers account to us monthly, for our proportion of the through rates.

5063 Q. That is, your rate across the isthmus is the same to everybody? A. Yes.

By Mr. Spooner:

Q. A fixed rate? A. Yes.

Q. For instance, there is one scale of rates from the north of Panama to Central America, according to distance and commodity? A. Yes, sir.

By Mr. Guiler:

Q. You can change that rate, provided you give everybody the same service? A. Yes, sir.

Q. And you do change it? A. Changes are in-

5064 augurated by initial carriers from time to time. That is, the European lines who initiate the basis from Europe to the west coast have the authority to make any rates necessary to secure the business on the basis of revenue. The same way—it is the same way here; it is the same way on the west coast. Initial carriers there, inaugurate the rate, and unless we have some radical objection to make—if the rate is made with no iniquitous purposes or to stifle trade, we concur in it.

Q. It would be your duty as the agent of the government, if you found that they were trying to stifle trade, to object to those rates? A. Absolutely.

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Q. And those were your instructions? A. Yes.

Q. And you have done so? A. Yes, sir. We have insisted in the making of through rates abroad that there shall be no discrimination against American merchants, in favor of European. In other words, we have insisted on equal treatment to all. There is a point beyond which we refuse to consent to an increase in rates, and that point has arrived now. It happens that the European lines have controlling reasons for requiring higher rates, such as increased expense of operation, and to get an earning out of it, they thought best to advance the rate outward from Europe, higher than I am willing to consent to from here, so for the time being, there is a discrimination in favor of the American merchants as against the European, but, it is entirely voluntary on their part. They accept that condition.

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By Mr. Guiler:

Q. That is, the lines outside of the United States are trying to get higher rates than you consider they are entitled to? A. Higher than I want to put in effect from here in order to maintain parity. It is the general principle of steamship operation to get all that the traffic will bear.

Q. You think they have reached that point? A. They have reached the point where there is divergence. I am not willing to meet them. If they are willing to maintain discrimination, that is their own lookout.

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DIRECT-EXAMINATION by Mr. Spooner:

Q. Has there, or has there not, been an essential increase in the cost of operation? A. In every direction, the most rigid and arbitrary trust in the wide world is the labor trust, and that has been—

5068 Q. Overworked? A. Yes; quite recently I have found it necessary to get the government to give me navy men to replace sailors who have left our ships in spite of promises not to, provided that I would agree to abide by any agreement which was reached; in spite of that they left.

By Mr. Guiler:

Q. There are other trusts? A. Yes.

By Mr. Spooner:

Q. Will you give some of the cases? A. Material,
5069 coal, wages, every department.

Q. Food? A. Yes; we all know what the increases have been. That is the reason cited for the increase. The increased cost of operation is the reason given for making it necessary to advance rates.

Q. Does it justify an advance in rates? A. It would, and it does.

By Mr. Spooner:

Q. Do you know the steerage rate from New York to Colon twenty years ago? A. Thirty dollars.

Q. What is it now? A. Thirty dollars; although conditions are very much better now. The Depart-
5070 men of Labor compel special treatment of steerage now, so it is better worth the money to them.

Q. Do you think thirty dollars steerage rate from New York to Colon is a reasonable rate? A. Well, as compared with the first-class rate, it is a high rate, but it is our rate. The distinction between cabin and steerage condition is marked. If the rate were taken as the gauge, first-class would only be about fifty per cent better than steerage.

By Mr. Bullowa:

Q. Is it a reasonable rate? A. Our steerage rate is $30; first-class, $75.00.

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Q. And you could or could not afford to carry the steerage passengers at a less cost? A. Our accounting does not go to that limit. Every accounting officer has his own estimate of how to make up cost. I don't know what would be a self sustaining rate for steerage passengers.

By Mr. Guiler:

Q. You think it should be somewhat higher? A. Yes; as compared with the first-class rate.

By Mr. Beers:

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Q. Do you know, Mr. Drake, how the freight business of the other Central American roads going from ocean to ocean, compares in volume with that of the Panama Railroad? A. I have all the records.

Q. Do you know approximately? A. Tehuantepec is very much more important.

Q. Than to the other two? A. Yes. And the Guatemalan has just been established recently within two years or so. An increase in facilities means an increase in the aggregate, so that the business is growing in all ways.

Q. So that the Tehuantepec carries more traffic than yours does? A. Very much more. They are fifteen hundred miles nearer San Francisco than we 5073
are. The railroad is only patronized by one or two lines, whereas, we have fifteen.

Q. Tehuantepec is the longer line? A. Yes.

Q. How much? A. One hundred and seventy-three miles, and very much higher grades.

Hearing adjourned to January 27, 1913, at 11 A. M.

5074 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

against

HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5075 Before: Charles E. Pickett, Esq., Exhminer.

New York, January 27, 1913.

Upon consent hearing adjourned to Monday, February 3rd, 1913, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

5076

against

HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

Before: Charles E. Pickett, Esq., Examiner.

New York, February 3rd, 1913.

Hearing resumed pursuant to adjournment.

5077

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

Messrs, Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

5078

Ralph J. M. Bullowa, Esq., for Russian East Asiatic Company, *et al.*

EDWARD O. THOMAS, recalled:

Cross-examination by Mr. Bullowa:

Mr. Bullowa: I wish to put in as an exhibit the Tenth Annual Report of the Canadian Northern Railway Company together with their map, as Defendant's Exhibit #18.

Q. Do you know Mr. G. Hannah? A. Yes.

Q. Do you know him to be the third vice president of the Canadian Northern Railway Company? A. So far as I have seen the report I do. I know his name is shown in the report.

5079

Q. Do you know Colonel Isaac Davidson? A. I have met him.

Q. And connected with the Canadian Northern? A. I know he is connected with the Canadian Northern.

Q. As land commissioner? A. Yes, as land commissioner.

Q. Do you know Mr. R. M. Horne-Payne? A. I have heard of him.

5080 Q. Mr. H. W. Harding? A. Yes.

Q. You know him as connected with the Canadian Northern? A. Yes, I do.

Q. Is Mr. Harding an officer or director of the Uranium Steamship Company? A. I do not think so.

Q. Was he an officer or director of the Northwest Transport Company? A. I do not think so.

Q. Or the Continental Line? A. I do not think so.

Q. Is Mr. H. W. Harding connected with the Uranium Steamship Company? A. Maybe, but I do not know what his connection is. On the letterhead he is shown as general manager.

5081 Q. In London? A. I do not know what his real connection is.

Q. In London? A. Yes, I think so.

Q. What is his address, Bond Court, Wallbrook, London? A. Yes.

Q. Where do you address the letters to Mr. G. Hannah to? A. Toronto.

Q. You have a contract with the Uranium Line? A. Yes.

Q. Is it guaranteed by any one? A. Yes, by Mr. Hannah.

Q. Do you have a contract with the Northwest Transport Company? A. Yes.

5082 Q. Was it guaranteed? A. Yes.

Q. By whom? A. Mr. Hannah.

Q. Your contract is general manager of the Uranium Steamship Company in New York? A. Yes.

Q. And with the Northwest Transport Company? A. Yes.

Q. Who do you correspond with regarding the management of the line? A. With nobody.

Q. Who do you look to? A. Mr. G. Hannah.

Q. At Toronto? A. Yes.

Q. So far as your superiors are concerned, who do you consider your earthly superiors in the management

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of the Uranium Steamship Company? A. I can hardly say anything very important I might go to Mr. Hannah for information.

Q. That is, as far as you recognize a superior you recognize Mr. Hannah as such? A. I should say the man I remit the funds of the company to would be the man I would go to if any one.

Q. Do you write Mr. Hannah regarding the affairs of the line? A. I do.

Q. And if there are any matters of importance you refer them to him? A. We might.

Q. You have in the past referred to him any matters of importance? A. Yes.

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Q. If there is a dispute between the New York office and any of the branches would that be referred to him? A. It might be.

Q. Is it done? A. Possibly—I believe so.

Q. He arranges the work of the line in an amicable manner between the respective points? A. I did not know there had been any dispute between the other side and this side; they have had their own opinion and I have had mine.

Q. But if it is referred to anybody it is referred to Mr. Hannah? A. Yes.

Q. That is, he pours the oil on the troubled waters? A. There has never been any trouble.

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Q. He has decided the differences? A. No, he has never decided the differences; there have been none to decide.

Q. What has he done? A. Probably he has asked questions of the other side and I think he has asked me and I have given my opinion and the other side has given their opinion and it has been settled in favor of either the other side or this side. But, as a matter of fact, there has not been any dispute that is serious enough to amount to anything.

5086 Q. Why did you think it was necessary to have your contract guaranteed by Mr. G. Hannah? A. Because I did not know who the Uranium Company or the Northwest Transport Company were.

Q. Were you not rather afraid that the Northwest Transport Company did not have very much substance? A. I knew nothing at all about the company but I knew that any contract guaranteed by Mr. Hannah was absolutely good. It was just that much more collateral backing.

Q. Your contract was for one year? A. Eighteen months with a certain notice to be given.

5087 Q. You thought you needed a guarantee on that contract? A. I always take a guarantee.

Q. Did you ask for it? A. I think I dictated the contract myself and he was willing to sign it.

Q. Who did you negotiate that contract with? A. Just at that time I resigned my position with the company and was going into business for myself and Mr. Hannah exchanged a number of wires with me and finally we came together and he signed the contract I sent him.

Q. Did you think it was necessary to have a guarantee? A. I may have thought it was a good thing.

Q. It is not usual for an employe or an agent to ask
5088 to have a contract guaranteed? A. I have always been cautious.

Q. When you were in the employment of the Hamburg American Line you did not ask for a contract then? A. I had no contract; I was very familiar with the line and knew all the officials. I wish I had had a contract with them now.

Q. What about the Atlantic Transport Line? A. No, I never worked for them.

Q. Did you have one with Vogemann? A. I had no contract, I was very intimate with their management.

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Q. Is not it a fact that you were afraid that the Northwest Transport Company was not financially responsible?

Mr. Guiler: I object to that question; it is not only incompetent but it is irrelevant and immaterial.

A. I knew nothing about the financial standing of the firm. I know the man is good and if he is willing to guarantee it I know it is good. I know nothing of the financial standing of the Northwest Transport Company.

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Q. What about the Uranium? A. I was a little bit more satisfied—more easy from the fact that Mr. Hannah seemed to be connected with the company.

Q. So you reached the conclusion that his contract was good without any guarantee? A. No, because I had reason to believe that certain interests which must be back of the company might not continue to be.

Q. You were afraid that if those interests were removed the company would not be solvent? A. It might not continue to be.

Q. So far as the contract with yourself was concerned you considered that it was necessary to have the guarantee? A. I think it a good thing.

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Q. The Uranium Steamship Company also issued prepaid steerage tickets at the time? A. Yes.

Q. These prepaid tickets were good for a year and you received the money on the prepaids? A. Yes.

Q. So that you were perfectly willing to allow the poor emigrants to accept a contract with the Uranium Steamship Line, when you yourself were not willing to accept it?

Mr. Guiler: I object; that is irrelevant, immaterial and leading.

Mr. Bradley: Who has no right to lead? It is cross-examination.

5092 Mr. Guiler: He is your witness.

The Witness: I do not understand the question.

Q. (Question read)? A. I knew at the time that any interests which were back of the Uranium Line would not break any contract made with any passenger; whereas a contract with me would mean nothing providing there was no business and no steamers running.

Q. How did you know that? A. I know enough to know that.

Q. You have a suspicion who these interests were?

5093 A. Yes.

Q. What is it? A. The interests which Mr. Hannah represents, but what they are, I do not know.

Q. All that you know about Mr. Hannah is that he is vice president of the Canadian Northern Railway Company? A. Yes.

Q. Who signed your contract on behalf of the Uranium Steamship Company? A. Mr. Hannah.

Q. Both on behalf of that and then guaranteed it personally? A. Yes.

Q. And your contract with the Northwest Transport Company? A. Yes.

Q. The line for a long while has not been very profitable? A. For quite a while it has been now.

5094 Q. You were not criticised when the line was unprofitable? A. No.

Q. The interests that are running the line did not seem to care very much whether they made a profit or none? A. They never seemed to worry. They seemed to have inexhaustible means at the back of them. They seemed to have plenty of money; they might have been a little slow in coming through with it.

By Mr. Bullowa:

Q. Isn't it a fact—

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Mr. Guiler: I object, that is a leading question; let him tell the fact.

Q. Isn't it a fact that certain interests which—

Mr. Guiler: I object to your characterization of the testimony as well as the fact of your putting a leading question.

Q. Is not it a fact that certain interests which appeared to have unlimited means have been back of this line and branch lines and these interests seemed to have operated the lines not so much for the profit they might make out of it but for some other reason?

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Mr. Guiler: I object to this question; it is incompetent and irrelevant.

A. It was very hard to get money from those interests. On a number of times they declined to remit.

Q. But they eventually remitted? A. Yes.

Q. They seemed to remit in spite of the fact that it was a losing proposition? A. They probably thought that it would probably work out into a good proposition.

Q. They have not been very elated when you have made profits, have they? A. Not very impulsive at any time.

Q. Nor depressed when you made losses? A. I have not been able to see it. I have never seen the owners of the line.

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Q. You don't know whether you have ever seen them or not? A. I am very certain I have not.

Q. How do you know that you have not seen them if you do not know who they are? A. I know whether I have seen them or not although I do not know who they are? You might be one of the owners but I can say now that you are not although I have nothing definite to go upon.

5098 Q. Is not it a fact that the line has not been run so much for profit as for some other object? A. I do not know; it would only be surmise on my part.

Q. What is your surmise? A. I do not think I am bright enough to surmise. It is impossible for me to surmise on a thing like that.

Mr. Guiler: You do not call any surmises evidence. I object to them.

By Mr. Bullowa:

Q. You also know that Harding in London repre-
5099 sents the Uranium Line? A. We write to Harding.

Q. That is the same Harding who is local secretary in London to the Canadian Northern Railway Company? A. It is.

Q. These are the only two people with whom you communicate with respect to the Uranium Steamship Company—those are the only two? A. Yes.

Q. Mr. Harding in London and Mr. Hannah in Toronto? A. Yes.

Q. So far as you know there is no amount outstanding? A. I do not think so.

Q. There are mortgages on the ships? A. There is a statement filed which shows considerable indebted-
5100 ness.

Q. Equivalent to the assets? A. More.

Q. More than the assets? A. I think so.

Q. From the statement you saw? A. As I remember, considerably more.

Q. So that unless there were certain interests—

Mr. Guiler: I object to the characterization. I do not think the witness is entitled to answer that sort of question.

Mr. Bradley: Unless it were for a certain interest of which you do not know the name the line could not be run.

Mr. Guiler: That is a conclusion and the witness is not required to answer conclusions. He is here to testify to facts.

Mr. Bullowa: So far as the statement you have seen is concerned, the indebtedness of the line is greater than its assets?

The Witness: It was the last statement I saw.

Mr. Shipman: Have you ever been to Mr. Harding's office in London?

The Witness: I have.

Q. Have you ever been in the accounting department of the Uranium Steamship Company's office 5102
there? A. I have been all through the offices; I do not know whether I was in the accounting department.

Q. Do you recollect whether the Canadian Northern Railway Company and the Uranium Steamship Company have one room for their accounting? A. I do not know; I was in Mr. Harding's private office, and I do not know what the lay-out is.

Q. You noticed the signs of the Canadian Northern and the Uranium Steamship Company there? A. I do not know that they had any Uranium Steamship Company sign up there.

Q. They have the Canadian Northern? A. Yes. 5103
It is the same office.

Q. The Uranium Steamship Company has its office there, they must have the same sign? A. The Uranium Steamship Company does not conduct any business in London; they might have one up now.

Q. Harding is the local secretary of the Canadian Northern in London? A. I believe so, in that statement.

Mr. Bullowa: Has the Canadian Northern an office in New York?

The Witness: I do not know, but I think they have.

5104 Q. Do you communicate with it? A. No, I do not.

Mr. Shipman: Have you ever seen the signs at Halifax of the Uranium Steamship Company?

The Witness: I have never been to Halifax.

Mr. Guiler: According to this statement and according to your knowledge, the line, from 1908 to the present time, has not been very successful, taking it by and large?

The Witness: Taking it what?

Mr. Guiler: Taking it as a whole?

The Witness: I would call it successful.

5105 Mr. Guiler: According to the statements it has not appeared to be financially?

The Witness: It does not show a net profit.

Mr. Guiler: No net profit?

The Witness: No.

Mr. Guiler: Don't you figure it out that the greater part of that is due to the so-called "fighting steamers" of the other lines?

Mr. Beers: Objected to as leading.

The Witness: Most assuredly.

Mr. Guiler: That is true?

The Witness: A greater part of our losses have

5106 been due to the "fighting steamers."

Mr. Guiler: They have been constantly going for how long?

The Witness: Almost ever since the line started.

Mr. Guiler: You would say that the New York Continental, the Uranium Steamship Company and the Northwest Transport Company have all experienced the so-called "fighting steamers"?

The Witness: Yes.

Mr. Guiler: Opposition by the conference lines?

The Witness: Opposition by the conference lines.

Mr. Guiler: You attribute a good deal to that?

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The Witness: So far as the New York Continental is concerned the only opposition we had was the new Hamburg Line, which belongs to the Hamburg-American Line.

Mr. Guiler: That is the New York Continental you refer to, that the Northwest Transport Company had some experience—some opposition?

The Witness: Yes, when the Northwest Transport Company started passenger business.

Mr. Guiler: You are now the only independent line?

The Witness: I believe so.

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Mr. Guiler: So far as your knowledge goes in regard to Mr. Hannah and Mr. Harding, you merely took Mr. Hannah's guarantee as a personal one and not as a member of any corporation? A. Entirely personal.

Mr. Guiler: That is the guarantee on your contract?

The Witness: It was purely personal between Mr. Hannah and myself.

Mr. Guiler: You do not know whether he represented the Canadian Northern or any other line?

The Witness: I am sure he did not. He did it to satisfy me, personally.

5109

Mr. Guiler: You felt it would be safe to have his name on the contract?

The Witness: Yes.

Mr. Guiler: And in signing that contract he had no official position with any other line directly or indirectly—the Canadian Northern he did not represent?

The Witness: I am sure he did not.

Mr. Spooner: He has testified—

Mr. Bradley: I object to the question as leading—stating facts that are not in evidence.

Mr. Guiler: They are very much in evidence.

5110 Mr. Spooner: He is stating things that are not in evidence.

Mr. Guiler: To clear the matter up, I will put it this way; so far as your knowledge goes, the Canadian Northern was not at the back of the Uranium Steamship Company?

Mr. Beers: That is objected to as leading.

Mr. Spooner: I should say Mr. Hannah—

Mr. Shipman: I object to his testifying as to opinion.

Mr. Guiler: I was asking as to knowledge, not as to opinion.

5111 Mr. Shipman: He has no knowledge.

The Witness: I have further knowledge—I have been enlightened during the last month.

Mr. Spooner: I noticed that.

Mr. Guiler: Who has been enlightening you?

The Witness: Mr. Hannah.

Mr. Guiler: What was said to you?

The Witness: Mr. Hannah said that they had not one cent in it.

Mr. Guiler: Not a red cent in the Uranium Steamship Company?

5112 The Witness: No.

Mr. Guiler: So far as you knew, when your contract was made with the Uranium Line and the Northwest Transport Company, the Canadian Northern had nothing to do with the Uranium Line at that time?

The Witness: I did not know anything about it at that time.

Mr. Guiler: You know now—it has nothing to do with it?

The Witness: It has nothing to do with it—so far as I know now.

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Mr. Spooner: Do you still know nothing about it?

The Witness: I have been told so. Mr. Hannah told me.

Mr. Guiler: That contract that you made with the guarantee had nothing to do with the question of whether the poor emigrant should put his money up here or not?

The Witness: No.

Mr. Guiler: You felt that the emigrant would be protected anyway?

The Witness: I have always felt that any contract made by the company would be protected.

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By Mr. Bullowa:

Q. Except your own? A. I think that would be protected.

Q. You required a guarantee—

Mr. Guiler: That was merely a personal requirement on your own part?

The Witness: A personal matter between Mr. Hannah and myself.

Mr. Spooner: How long had you known Mr. Hannah before he guaranteed your contract?

The Witness: I do not know when I first met him, and I do not remember when he signed the contract.

Q. You remember the fact that he did sign the 5115
contract? A. Yes, I saw him sign it.

Q. When was that? A. I do not know when it was dated, about four or five years ago or three or four.

Q. Where did he execute the guarantee? A. In the office.

Q. Where? A. At Toronto; that is the second contract he signed for me here in his office. I think the second contract I mailed him.

Q. How long had you known him before he signed the first contract? A. I do not know.

5116 Q. Had you known him at all? A. I had met him in New York.

Q. Had you known him at all? A. I do not remember; that was four or five years ago, I do not remember when my contract was signed.

Q. How long have you known Mr. Hannah? A. I have seen him since the line was running.

Q. I did not ask you that—how long have you been acquainted with him? A. I do not know.

Q. Ten years? A. No.

Q. Five years? A. No; under six.

5117 Q. When was your first contract guaranteed? A. I do not know.

Q. When? A. I cannot remember. I think I have had three contracts with the company and I do not know when one of them was signed.

Q. How near can you get to the date of signing of either of the three? A. The last contract I had with him, I believe, in May, two years ago, and it was signed by him—that is about as near as I can get to it. I showed Mr. Bullowa the contract.

Mr. Bullowa: He showed me the signature.

Mr. Spooner: Did you make the contract with him?

5118 The Witness: No, with the Uranium Steamship Company.

Q. But it was guaranteed by him? A. I put on the bottom of the contract, "I hereby agree to see that this contract is protected." I think that is what it is, and he rather resented it.

Q. Being asked to do it? A. Yes, as he had signed the contract—he asked me if I felt that there was any necessity for him to put his name on what was absolutely good and I said I did not know. I knew personally he was good and if he only signed it on behalf of the Uranium Line—although he had

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nothing to do with it—I knew it would be satisfactory as far as I was concerned.

Q. He signed on behalf of the Uranium Line and you asked him to sign it on his own behalf? A. Just this clause to initial.

Q. Was this the last contract? A. Both of them.

Q. Set you memory to work. When did you first meet him? A. I could not say. When this line was first started it was operated by—not by Mr. Hannah, he had very little to do with it.

Q. You were going to say it was operated by—please continue? A. Mr. William McKenzie—I mean William Peterson; he was the old president of the company and we dealt with him direct, and Mr. Hannah may have come into the office once or twice with Mr. Peterson.

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Q. You never had any personal relations with Mr. Hannah? A. I have had talks with him, but what do you mean by "personal relations"?

Q. Have you had a conversation with him lately? A. Yes.

Q. Where was it? A. Toronto in his office.

Q. When? A. A couple of weeks ago.

Q. Did you go to him or did he send for you? A. I told him that I wanted to come up and see him.

5121

Q. Was it about the testimony you were going to give here? A. No.

Q. It was not about testifying in this case? A. I mentioned that to him that there were other important matters, particularly the Uranium, which was on the rocks and that was why I went up there.

Q. You spoke of his office; is that the office near the Canadian Northern? A. The Canadian Northern Railway Building.

Q. You met him before, in connection with the business of the Canadian Northern? A. Many times.

5122 Q. In the same place? A. Always in the same place.

Q. Always in the same place? A. Always in the same place.

Q. That is the office in the Canadian Northern, in Toronto? A. Yes.

Q. That is the main office? A. Yes.

Q. What was this conversation? A. That conversation—between Mr. Hanna and myself.

Q. What was it about? A. We talked about the business in general. Do you mean with reference to
5123 appearing here? I can tell you that if you are driving at it. I told him I was coming to appear before this committee, and one of the questions—and one of the questions would be that they were striving to drive at, the ownership of the line and that I knew. I had testified that I knew nothing about it and I had been rather joked about it, and he said, "Well, you do not know about it," and I said, "I know and I do not want to know." He said, "You can take it from me and you say personally and assert that the Canadian Northern Railway Company has not one particle of interest in the Uranium Steamship Line." That was just about all of it. We had too many other matters to discuss.

5124 Q. About the Uranium business? A. Yes; the loss of the Uranium and replacing it.

Q. The loss of the steamship Uranium? A. That was what I went to see him about. They made up their minds not to send her to New York, and I said she should come to New York, and I sent a man up to Halifax with instructions to see she was brought down to New York, and I went up to sort of pacify Mr. Hannah.

Q. He was your superior? A. Yes. And I did not know whether he would resent it or not, so I thought I would prepare him.

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Q. You regard Mr. Hannah as your superior? A. I regard him as a man I want to stand in well with.

Mr. Shipman: Is not the business of your line increasing right along, and haven't you got as much business as you can handle?

The Witness: I do not know whether it is. It may have decreased, but it is in better condition now.

By Mr. Shipman:

Q. Then you get all the business you can handle? A. We could handle more.

Q. You are making money? A. I believe so.

5126

By Mr. Bullowa:

Q. You recognize Mr. D. B. Hannah, as operating manager of the Canadian Northern? A. No, but he may. I do not know what that term really covers, but to me if you wanted to go to any one to go to him.

Q. The only people you have met in connection with the Uranium Line, have been either officers or directors of the Canadian Northern, is not that right? A. I believe so.

Q. At the time Mr. Hannah guaranteed your contract you knew him to be the third vice-president of the Canadian Northern? A. I believed I did.

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Q. You mentioned William McKenzie's name; do you know him? A. No.

By Mr. Bradley:

Q. Do you know of him? A. I do.

Q. Have you seen him? A. Yes.

Q. Up at Toronto? A. Yes.

Q. In a restaurant up there? A. I believe so.

Q. Have you ever said when you were testifying before that this was a place in Toronto? A. Yes.

Q. Who were you with? A. Mr. Vaughan.

Q. Is he connected with your line? A. He is Mr. Hannah's assistant or something.

5128 By Mr. Bullowa:

Q. When your line started about 1907-8, freights were dropping? A. Yes.

Q. It was about the climax of the depression? A. I do not know whether it was the climax.

Q. It was the depressed season? A. It was for freight.

Q. That lasted for some time? A. Yes.

Q. Since freight has been increasing, your line's earnings has been increasing? A. Yes.

Q. So that it has been general market conditions
5129 that have helped the line? A. General market conditions have helped it.

Mr. Guiler: There are some other reasons besides that?

The Witness: A good many.

Mr. Guiler: More important than that?

The Witness: Well, general market conditions the most important, I should think.

By Mr. Bullowa:

Q. They have improved? A. They have.

Q. Materially? A. Yes.

Q. And since they have improved you have been
5130 starting to make money? A. Yes.

Mr. Bradley: Is not the Canadian Northern Steamship Company, a subsidiary of the Canadian Northern Railway?

The Witness: Is not it what?

Mr. Bradley: A subsidiary company.

The Witness: I do not know, but I should imagine so.

Mr. Bradley: Do you know who the right-hand active man in the Canadian Northern Steamship, Limited, is?

The Witness: What, in Toronto?

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Mr. Bradley: Yes.

The Witness: No idea. No. I have not met him.

Mr. Bradley: Has Mr. Hannah any authority over them?

The Witness: They refer to him the same as I do, I believe. I believe Mr. Hannah is connected with them.

Mr. Bradley: That is the Royal Line?

The Witness: Yes.

Mr. Bradley: And that line has been a member of the pool in the past?

The Witness: I think so.

5132

Mr. Guiler: We will not deny that; we have their agreement.

Mr. Beers: Do the steamers of the Uranium Steamship Company stop at Halifax?

The Witness: They do.

Mr. Beers: Have they invariably stopped at Halifax so long as you have represented the line in New York?

The Witness: They have been stopping there since they have been carrying passengers.

Mr. Beers: Do they land steerage passengers there?

The Witness: Yes.

Mr. Beers: Is there any other steamship company which carries third-class passengers to the port of New York, which also lands passengers at Canadian ports? 5133

The Witness: There is not so far as I know. One or two steamers might have put in there.

Mr. Beers: As at matter of convenience?

The Witness: Yes.

Mr. Beers: As a matter of regular schedules the Uranium Line is the only passenger line running to New York which lands passengers in Halifax or any other Canadian port?

The Witness: I believe so.

5134 By Mr. Bullowa:

Q. As I understand it, as far as you know, there is one share of stock of the Uranium Line? A. I do not know, I remember something like that.

Q. One share outstanding? A. I do not know; there might be three or four or five of them.

Mr. Spooner: It has been to qualify directors, perhaps?

The Witness: I imagine that is what it is for.

By Mr. Bullowa:

5135 Q. Possibly then, it is money lent to the company? A. I do not know.

Q. From the report, its indebtedness was a great deal more than its assets? A. I think so.

Q. Unless these nebulous interests—

Mr. Guiler: I object to that; I object to the characterization.

Mr. Bullowa: I do not know how to describe it—unless a certain interest protected the line it would be insolvent? A. It had to have money to run.

Q. It has been in that condition ever since it started? A. It never made money from the start.

Q. It never had any? A. I never knew.

5136 Q. It only had a few shares of stock issued? A. The stock never was sold.

By Mr. Guiler:

Q. What do you mean by saying that the line never made money from the start—when a short time ago you said it was making money? A. I mean to say that it did not make money at the start for quite a long while; for three or four years.

Q. But they have not been paying interest on stock—but they have no net profit? A. I do not know how they look after their accounts at all.

Q. They have not paid any dividends on the stock or made any net profits? A. I do not know how they deal with the funds of the company at all.

Q. Your knowledge as to the financial end of the Uranium Steamship Company and the Northwest Transport Company is very limited? A. I know nothing about it.

Q. Anything you have said has been hearsay? A. I know when a ship makes money.

Q. When a particular ship makes, but you do not know anything about the general results all around—each year? A. I can figure pretty closely. 5138

Q. What I understood you to say was that the line had not been making money? A. No, up to two years ago.

Mr. Guiler: Those persons you met connected with the Canadian Northern, you did not meet them as officials of the Canadian Northern, but merely in connection with the Uranium Line?

Mr. Bradley: I object to that as leading.

Mr. Guiler: You have seen Mr. Hannah. When you have, you have seen him as an officer of the Uranium Line?

Mr. Bullowa: I object. 5139

Mr. Guiler: It is too late for an objection.

Mr. Bullowa: The witness testified as far as he knew that Mr. D. B. Hannah was not an officer or director of the Uranium Steamship Company, Limited.

The Witness: That is correct.

Mr. Guiler: You stated Mr. Hannah signed the contract for the Uranium Company?

The Witness: He did. He might do that in the way that any clerk in my office might sign a letter.

5140 Mr. Guiler: And yet there might not have been any connection between him and the Canadian Northern by that fact?

The Witness, He signed the latter "Uranium Line by D. B. H." I felt he was not an officer of the company. I had seen the papers and had filed them.

Mr. Guiler: Mr. Hannah specifically stated to you that the Canadian Northern and the Uranium Steamship Company were entirely separate?

5141 Mr. Bradley: I object to that on the ground that it does not state the evidence of the witness as I recollect it. The witness said that the Canadian Northern was stated by Mr. Hannah not to have any interest in the Uranium Steamship Company.

The Witness: I do not understand the question.

Q. (Question read)? A. He stated to me that I could say positively that the Uranium Line—that the Canadian Northern Railroad had not one cent of interest in the Uranium Steamship Company. He further said that if I wanted any other evidence to that effect he might come down here and testify. He may have said "would."

5142 Mr. Spooner: I wish he would.

Mr. Guiler: You have stated here that the only persons you have met in connection with this business of the Uranium Steamship Company were connected with the Canadian Northern. You did not meet those persons as persons in the Canadian Northern, but as persons who had interests in the Uranium Steamship company?

The Witness: Or as representing interests in the Uranium Steamship Company, yes.

By Mr. Bullowa:

Q. In the building of the Canadian Northern, do you regard it simply as a coincidence that everybody you met in connection with the Uranium Line had interest in the Canadian Northern Line? Do you regard that as a coincidence? A. I never regarded it at all. After Mr. Hannah made that statement I believed him.

By Mr. Beers:

Q. Is not it a fact that the firm of McKenzie & Mann are known to be large stockholders in the Canadian Northern? A. I do not know that; I have heard 5144
it.

Q. It is a matter well known to people on both sides of the Atlantic. It is a fact stated and recognized in financial circles that they are large stockholders in the Canadian Northern? A. My knowledge of financial circles is very limited and I have never heard it spoken of.

Q. Sir William McKenzie is president of the Canadian Northern? A. I believe so.

Q. Have you any knowledge as to any financial interest in the Uranium Steamship Line? A. No, I do not know.

Q. Never heard a word about it? A. No.

Mr. Shipman: Did not they build the Canadian 5145
Northern Railway? A. I believe so. I heard they did; at any rate, they are responsible for it.

By Mr. Bullowa:

Q. So far as you know today the Uranium Steamship Company is insolvent? A. I do not know.

Q. You don't know that their indebtedness is greater than their assets?

Mr. Guiler: That is not what he said.

Mr. Bullowa: From the statements you saw?

5146 The Witness: Their assets were put down less than their liabilities. That is some time ago.

Q. How long? A. About a year ago.

Q. For the last year you have been making agreements—most for freight and with passengers for and on behalf of the Uranium Steamship Company, although if it was put to the test the Uranium Company could not have fulfilled their contract?

Mr. Guiler: I object.

The Witness: They could fulfill it.

5147 Q. If they are insolvent? A. They are not insolvent.

Q. If their indebtedness is more than their assets, isn't that insolvency? A. I do not think so.

Q. You do not consider a man whose indebtedness is more than his assets to be insolvent? A. I know a great many cases where a man who has indebtedness greater than his assets and yet he is not insolvent.

Q. Would you personally like to make a contract with a person in that position?

Mr. Guiler: I object to that.

The Witness: I have contracts with persons similarly situated at the present time.

5148 Mr. Bradley: Your feeling is that the contract with the Uranium Steamship Company would be protected despite the fact that its assets are less than its liabilities is due in some measure to the interests back of it?

The Witness: Entirely so. I know the interests at the back of it will make it good.

Mr. Guiler: You do not know what those interests are?

The Witness: No, I do not know who they are or what they are.

Mr. Bullowa: You know those people are of Toronto?

5149

The Witness: I do not know.

Mr. Guiler: You know where to ask for money?

The Witness: We have not had to ask for money for so long that I do not know what they will say.

Mr. Guiler: You have been refused money at times and you have filled it yourself without the assistance of outside interests?

The Witness: We have been refused and go along somehow.

Mr. Bullowa: If Mr. Hannah does not represent the owners and you do not know who the owners are, who do you work for?

5150

The Witness: The Uranium Line.

Q. That has a few shares of stock? A. I don't know anything about that.

Mr. Beers: Do you know whether Sir William McKenzie is the owner of any obligations issued by the Uranium Steamship Company? A. I do not know.

Mr. Beers: Have you any opinion on that subject?

The Witness: Not the least.

Mr. Beers: Do you know anybody who is the owner of any obligations of the Uranium Company?

The Witness: I do not.

Mr. Spooner: Have you been warned then at times by parties in the Uranium Line not to disclose any information?

5151

The Witness: No, sir. I was told I could give all that I had.

Hearing adjourned to February 10th, 1913, at 11 A. M.

5152 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5153 Before: Charles E. Pickett, Esq., Examiner.

New York, February 10th, 1913.

Upon request of Senator Spooner, the hearing was adjourned until Friday, February 14th, 1913, at 11 o'clock, A. M.

5154

UNITED STATES DISTRICT COURT, 5155

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

Before: Charles E. Pickett, Esq., Examiner. 5156

New York, February 14, 1913.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et. al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq.. and Allan B. A. Bradley, Esq., for the Cunard 5157
Line, *et al.*

Ralph J. M. Bullowa, Esq., for Russian East Asiatic Company, *et al.*

Mr. Guiler: At the request of Senator Spooner the matter is adjourned to 2:30 P. M.

Hearing adjourned to Friday, February 14th, 1913, at 2:30 P. M.

5158 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

against

HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5159 Before: Charles E. Pickett, Esq., Examiner.

New York, February 14th, 1913.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman,
5160 Esq., for Norddeutscher, Lloyd, *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for Russian East Asiatic Company, *et al.*

HORACE ROBERT BOWDEN-SMITH, sworn on behalf of the defense, testified as follows:

Direct-examination by Mr. Shipman:

Q. Are you employed by the Atlantic Transport Line? A. I am.

Q. In what capacity? A. I am purser.

Q. Do you run on regular trips between England and this country, New York? A. Yes, sir.

Q. Have you recently visited the office of the Canadian Northern Railway in London, England? A. I have.

5162

Q. Where is that located? A. In Wallbrook, E. C.

Q. Is there any name to the building at which it is located? A. Bond Court House.

Q. Did you look to see whether or not the office of the Uranium Steamship Company, Limited, is located there also? A. I did.

Q. In this same building? A. Same building.

Q. Did you find located there, the office of the Uranium Steamship Company? A. Yes, I did.

Q. How did you know this when you visited the building? A. On the directory board.

Q. What did you see on this directory board in regard to the Uranium Company and the Canadian Northern? A. At the lower part of the board, third 5163 floor, on which it stated the Canadian Northern Railway Company, accountants' department, and the Uranium Steamship Company, Limited.

Q. How did the sig.s read? A. "The Uranium Steamship Company, Limited" first, the "Canadian Northern Railway" below.

Q. And underneath that? A. "Accountants' Department."

Mr. Spooner: Does that refer to each, or both?

The Witness: No, apparently for the Canadian Northern Railway Company.

5164 *Horace Robert Bowden-Smith*

Mr. Guiler: I want to put down a general objection to this testimony as being immaterial, irrelevant, and I move to have it stricken out.

Q. The sign, as I understand it, you saw on this directory in that building read: "The Uranium Steamship Company, Limited" first, and then "Canadian Northern Railway Company" underneath, and then read underneath that, "Accountants' Department"? A. "Accountants' Department" in brackets.

Q. So that these words "Accountants' Department" referred to both of these?

5165 Mr. Guiler: Now, I don't think that is a proper question; he can say what he saw there.

Q. Preceding these two names, the Uranium Steamship Company, Limited, and the Canadian Northern Railway Company, were the words "Third floor"? A. Third floor, yes.

Q. Was this building principally occupied by the Canadian Northern Railway Company, do you know? A. I should think the whole of it.

CROSS-EXAMINATION by Mr. Guiler:

5166 Q. Did you go through the building, Mr. Smith, to find out whether it was all occupied by the Canadian Northern? A. I went through the building.

Q. Did you find out whether it was all occupied by the Canadian Northern? A. On either side of the entrance were two glass plates with the words "Canadian Northern Railway Company," I think.

Q. What drew your attention to the Canadian Northern Railway being there; did you go there to see any official of the Canadian Northern? A. I just went down to look at the building.

Q. You were requested to look at it, were you? A. Yes.

Q. And you didn't go through the building, did you? A. Yes, I did.

Q. And what did you notice inside; the names of any other companies inside? A. Several other railway companies and the Canadian Northern Steamship Company, Limited.

Q. Were there any other business houses in there at all that you noticed in either signs? A. No.

Q. Just simply it was a railroad building, occupied by various railroads? A. Yes.

Q. What other railroads did you notice there? A. Several other Canadian railroads.

Q. Can you name some? A. I cannot keep their 5168
names in mind.

Q. In addition to the Canadian Northern Railway Company there were several others? A. Various departments of the Canadian on each floor.

Q. But there were other railroads besides the Canadian Northern occupying the building there? A. Yes, I believe they were Canadian railroads.

Mr. Spooner: Were there any other than the Canadian and other Canadian railroads occupying the building?

The Witness: I think not.

Mr. Guiler: I understand you to say there were several other Canadian railways occupying the building? 5169

Mr. Spooner: He says now that there were no railway companies except Canadian companies, including the Canadian Northern, occupying the building, as I understand it.

Mr. Guiler: That is correct?

The Witness: Yes.

By Mr. Guiler:

Q. Now, you did not enquire in the accounting department to find out whether the accounting depart-

1123

5170 ment of the Canadian Northern was the accounting department of the Uranium Line? A. No, I did not.

Q. You did not enquire there as to whether the Uranium and the Canadian had any connection? A. No, sir.

Q. All that you noticed was that the sign Uranium was on one board, and the other was underneath it? A. On two boards; there were two boards on either side of the porch. Each board was a facsimile, and had the same floor from left to right.

By Mr. Spooner:

5171 Q. Were the names of the occupants of the different departments on the doors; on the doors of the various offices in the building? A. Yes.

Q. Did you see Canadian on the door inside of the building, accounting department? A. On the third floor.

Q. Whatever floor it was? A. Yes.

Q. What names did they contain? A. Canadian Northern Railway Company, accountants' department, that is all.

Q. Did you find any other accounting department? A. No.

5172 *RE-DIRECT EXAMINATION by Mr. Shipman:*

Q. Will you look at this paper here and state whether or not you verified what is stated in that paper, according to what you saw in this building in regard to these signs? A. Yes, sure.

Q. Does it correctly state what you saw there? A. Absolutely.

Mr. Shipman: I offer that paper in evidence.

Mr. Guiler: I object to the paper going in; I don't think it is the proper way.

Mr. Spooner: Using that as a memorandum, let him state what was on each door.

Mr. Shipman: Do you want me to go through the entire memorandum.

Mr. Guiler: Let me see the memorandum.

Mr. Shipman: It is nothing but an analysis of the signs, that is all.

Mr. Guiler: I will let that paper go in subject to my objection as to its materiality.

Marked, Defendants' Exhibit No. 19.

DIRECT-EXAMINATION by Mr. Beers: 5174

Q. Mr. Smith, when you went through the building, Bond Court House, did you have in your hand this paper, Defendants' Exhibit No. 19? A. No, I did not have it.

Q. Did you have it with you? A. No, I did not.

Q. Well, did you verify this paper, as containing an accurate statement of the signs in that building? A. Yes.

Q. Did you make these notes when you went through? A. No, I did not make the notes.

Q. Have you verified this paper, as containing a correct statement of the signs in the building? A. Yes, I had a man with me who had that paper, I did not have 5175 it myself.

Q. And you verify it as containing the correct statement of the signs? A. Yes.

RE-CROSS EXAMINATION by Mr. Guiler:

Q. Then this is made up from a memorandum that someone else made, Mr. Smith, who was going around with you? A. A man who had that paper or either one very much like it; it may have been a copy.

5176 Q. Did you examine all of these signs, while you were going around there and notice that there were four windows on the ground floor and three windows on the first floor? A. Yes, sir.

Q. Did you examine floor by floor, and examine every sign that was on there yourself? A. Yes, sir.

Q. The other man who was with you, took the notes down as you went around, did he not? A. Yes.

Q. How soon did you compare—he had a copy of that with him; you went over it as you went along? A. Yes.

5177 Q. But you didn't enquire in any of the offices as to whether the signs on the building were an accurate description of what companies were inside? A. I made no enquiries.

Q. So far as you know, those might be old signs, which did not accurately indicate who was inside, or they might not; is that right? A. Old signs.

Q. Might be old signs that had been left on the building? A. It might have been, though I doubt it.

Q. As far as your knowledge goes you don't know? A. As far as my knowledge goes.

Q. You—it might as well be that, or not? A. Yes.

Mr. Spooner: If you will prove that they are old signs, we will admit it.

5178 Mr. Guiler: I think that is up to you.

Hearing adjourned to Friday, February 21st, 1913. at 10:30 A. M.

UNITED STATES DISTRICT COURT, 5179

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5180

Before: Charles E. Pickett, Esq., Examiner.

New York, February 21st, 1913.

Upon request of Mr. Shipman the hearing was adjourned until Friday, February 27th, 1913, at 11 o'clock A. M.

5181

5182 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5183 Before: Charles E. Pickett, Esq., Examiner.

New York, February 27th, 1913

Upon request of Mr. Shipman the hearing was adjourned until Wednesday, March 5th, 1913, at 11 o'clock A. M.

5184

UNITED STATES DISTRICT COURT, 5185

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5186

Before: Charles E. Pickett, Esq., Examiner.

New York, March 5th, 1913.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

5187

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. Bradley, Esq., for the Cunard Line, *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for Norddeutscher Lloyd, *et al.*

5188 *Hermann Winter*

HERMANN WINTER, recalled on behalf of the defendant:

Direct-examination by Mr. Beers:

Q. Am I right in recalling that when you testified at an earlier stage of this case that you said you had been in the steamship business since 1885? A. Yes, since May 1885.

Q. Please state in a general way, what the nature of your steamship business has been since that time? A. I was—

5189 Q. In what company and what were your duties and experience, including the nature of the capacity in which you were engaged? A. I entered the service of the Norddeutscher Lloyd in May, 1885, as an employe and gradually worked my way through all the departments. Through the first-class, second-class and third-class, until I was in charge of the office. I became their agent here and subsequently manager of the office and then manager of the Norddeutscher Lloyd under the supervision of Mr. Schwab and practically having full power for the company and for the firm, to conduct their business here.

Q. After your connection with the Norddeutscher Lloyd what else did you do? A. I severed my con-
5190 nection with the Norddeutscher Lloyd in April, 1911, and joined the Cunard Steamship Line.

Q. Are you familiar with the meetings of those interested in the steamship lines held in New York and known as the North Atlantic Conferences and Continental Conferences? A. Yes, thoroughly.

Q. Have you been familiar with them? A. I have been practically at all of the meetings of the Continental Conference and the Mediterranean Conference since 1888, as an active member and as chairman of many of the committees.

Q. I am speaking now particularly as to the meetings held in New York? A. Yes, in New York.

5191

Q. Not of any meetings or of any arrangement made in Europe? A. No.

Q. And your testimony applies to that? A. Yes.

Q. I call your attention to Rule 9 stated in circulars issued by both the North Atlantic Passenger Conference and the Continental Conference to their representatives: "Agents are prohibited from selling passengers tickets under false representations as to the line or the route by which the passenger is to be transported." Are you familiar with the conditions which prevailed and led to the adoption of that rule and if so state what they were? A. The rules are the natural result of a desire to eliminate undesirable elements.

5192

Q. When you say undesirable elements what do you mean? A. In the agency field—or those attempting to do a steamship business. Prior to the regulation of this business irresponsible persons undertook to sell steamship tickets to the various nationalities. They issued their own orders and collected the monies.

Mr. Guiler: I think the witness ought to state facts instead of characterizing undesirable elements.

Mr. Beers: Tell us what they did.

Mr. Bullowa: Yes, and then we can judge for ourselves.

5193

The Witness: Taking in their own orders and collecting the money.

Mr. Beers: That is the agents? A. Yes, the persons doing steamship business. They collected the passenger's money bringing a number of passengers here. They held them in boarding houses or lodging houses as long as they could; they fleeced them as long as they could and then brought these people to the steamship lines for the best price they could get for them. In many cases the agents—or so-called agents—would act as bankers or collectors for these people and when

5194 they secured quite an amount of money they disappeared and ultimately the blame fell on the steamship companies, the passengers assuming that the steamship companies had authorized these people to act for them. With the object of eliminating this feature and practically making the agents responsible and offering an element that the people could deal with safely, this rule was inaugurated.

Q. Do you personally know of instances of oppression of emigrants such as those you have been speaking of in a general way? A. Why, yes, I think one instance I took part in was the case of Henry
5195 Rice, who ran a boarding house and held a license from the mayor's office as a licensed runner and he hung around in front of the steamships. He was selling tickets—he had correspondents and sold tickets—

By Mr. Guiler:

Q. When was that? A. As late as 1892, 1893, 1894. 1895. Four, I think.

Q. Excuse me for interrupting you? A. Certainly. We had been trying to put him out of business. One Saturday afternoon in October, 1894, the agent of the Red Star Line adjoining the Norddeutscher Lloyd office called upon me and said there were eleven Po-
5196 landers who desired to sail by the Norddeutscher Lloyd. They held tickets from Rice, and the man, after keeping them eleven days trying to put them on the Prince Line, but the people knowing the Norddeutcher Lloyd had four funnels and four propellers they objected to being put on a steamer with only one funnel and one propeller. I questioned these men and found that they would serve as good witnesses and I arranged with the district attorney's office to have them appear the following morning—the city—the state district attorney. I put the men in charge of an agent here to look after them and take care of them,

5197

board them and feed them and then have them appear before the grand jury the next morning. Rice was indicted on three counts. On his first trial he was acquitted and he was convicted on the second, and he was remanded for sentence for a week later before Judge Goff. I appeared before Judge Goff on the day fixed for sentence and explained to him what our experience had been and asked in justice for the many emigrants who had been defrauded that he be given an exemplary sentence. I had known Judge Goff and I gave him my opinion and told him why we had not been able to prohibit this before and finally the district attorney doubted whether he would get more than 5198
six months, but Judge Goff sentenced him to four years and six months. It served to clear out the whole field. That is one of possibly many instances.

By Mr. Beers:

Q. Was that a type of the experience which you met with prior to the adoption of this rule? A. Yes.

Q. Was this agent whom you refer to—was he one of the agents who represented any of the lines? A. No, indeed not. He was an element we desired to eliminate.

Q. Will you describe more fully, please, more clearly the custom—the practice which you say these 5199
agents who have not been appointed by the lines adopt in reference to selling transportation to third-class passengers—what do they do? A. They would take and sell tickets of their own issue. Forms not authorized by the steamship lines.

Q. What would these tickets show? A. They would be drawn by their correspondents in the interior—in the industrial centres—on the so-called agents in the city asking for transportation from New York to Bremen or from New York to Liverpool.

Q. Would it designate the line? A. No; merely give a date of sailing, and then a price from say New York to Liverpool.

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Q. Just an order for transportation? A. Yes, third class transportation.

Q. Without designating the line? A. Yes, without designating the line. They would charge the highest price and would endeavor to transport the people by the cheapest route.

Mr. Spooner: Pocketing the difference?

The Witness: Yes, pocketing the difference. That is what Rice was doing for years. Collecting the highest rate and sending them by the cheapest rate; collecting the highest rate for the Norddeutscher Lloyd and then sending them by the Prince Line,

5201 which never went to Bremen.

Mr. Beers: You mentioned the danger of loss by defalcation amongst agents not representing steamship companies. Were there of your own knowledge any instances of this?

The Witness: Oh, yes.

Q. To the third-class passengers? A. Yes. In the foreign nationalities these so-called agents have always acted as bankers collecting the money from the people, passengers money and the savings of emigrants and when the time of departure comes they had disappeared and the money was lost. The Austrain Consul referred to his enquiry which showed that

5202 in one year there had been a loss in Pittsburg alone of $1,800,000.

Mr. Spooner: Among the emigrants?

The Witness: Yes.

By Mr. Beers:

Q. Will you state, please, if you know, what precautions were taken by the steamship companies in appointing and maintaining agents who are authorized to sell tickets by these lines? A. The steamship lines investigate the character of these people, their reliability and then bond them.

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Q. In every case? A. Yes, a security bond to the steamship people. This bond is necessary to secure the agency. If an agent misrepresents the sale of a ticket—the time or the steamer or overcharges the passenger in any way it is taken into account immediately. For his first offense he is warned—for the second offense he is penalized and for the third offense he is put out of business. We cannot have him. His misdoings reflect upon the steamship companies.

Q. From your experience in the steamship business can you state whether there is any other way in which third-class passengers can be protected against extortion and imposition except by control of the agents? 5204
A. I know of none. I know of none. We have tried various methods but none were successful as this one has been.

Q. Under the laws of the State of New York licenses and bonds are required of these agents? A. It was done at the suggestion of the steamship lines made to the Department of Labor.

Q. That is the New York Department of Labor? A. Yes. The department investigated many of these instances of losses by the emigrant passengers and conferred with the steamship lines and at one of our conferences we suggested that the agents also should be bonded and put under a license. 5205

Q. You suggested to those who were framing the act? A. Yes. Miss Galliher who was active in this work drafted an order and Judge Gault corrected her draft on our behalf—substantially in line with our suggestion.

Q. But the present provision of the New York law regulates the agents substantially in line with the regulations of the steamship lines which drafted them? A. Yes, they required that no person should act as an agent unless he is bonded by the steamship lines. He must have the written permission of the steamship lines.

5206 Q. What is the regulation of the lines governing their agents with respect to any rebate by the agent to the passenger? A. They prohibit any rebates. In fact our rules predate those of the Interstate Commerce Commission. The resolutions have been passed by the Interstate Commerce Commission but we had them prior to the Interstate Commerce Commission, long before that was done the steamship lines had it in the same way.

Q. Have the steamship companies adopted practically the same as the Interstate Commerce Commission? A. Yes. Since 1879. The agent is penalized
5207 for it if he is caught.

Mr. Spooner: The rebate comes out of the commission the agent gets?

The Witness: Yes.

Mr. Beers: When you are speaking of rebates, are you referring to the agents dividing his commission with the passenger?

The Witness: That is a rebate.

Q. Prior to the supervision of the agents by the lines, was there any rebate. A. Oh, yes, not only that but these agents would come to the line with a batch of passengers and ask $3.00 commission from one line and then take the same batch of passengers to a
5208 weaker line and ask for $4.00 and in that way demoralize the rates and demoralize conditions and generally disrupt business. It made rates unstable and business unstable.

Q. You have stated that these agents here not appointed by the steamship companies sold transportation without designating the steamer which was to carry the passenger. Have you stated in full what the agents would then do with the passengers after they arrived here in New York? A. Yes, and as I say they charged the highest price possible and then sent the passenger to the line with the lowest rate—peddle

5209

the passenger and pocket the difference. Then the lines established a uniform rate. But they sold tickets at the higher rates and peddled the passengers out to the cheaper lines deducting the difference and defrauding them.

Q. Are you familiar with the agency conditions to rates on westbound passenger business? A. Yes—on the other side,

Q. And in respect of prepaid? A. Yes.

Q. And the rules as to the regulation of agents by the steamship companies doing westbound business? A. The same conditions prevail. An agent would sell transportation from say Bremen, without designating the line. The emigrant comes to Bremen and applies for transportation. None of the lines having any transportation or knowledge of the order, possibly he would stay there a few weeks until letters reached his relatives here and they found out what was doing and then frequently the agent here who issued the prepaid order would come up to a line and have the order covered.

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Q. Have you personally investigated this matter in Bremen? A. Yes.

Q. On the ground? A. Yes, on the ground.

Q. What effect have the practices of unauthorized agents had in the volume of immigration? A. They naturally retarded immigration. They misled it too.

5211

Q. Can you state from your experience what difference the enforcement of Rule 9 makes to the passenger—the third-class passenger—in respect to the matter of overcharging? A. It prohibits any overcharge of a passenger whatsoever. Any offense of that sort is immediately taken up by the line and the agent who indulges in it is penalized and put out of business.

Q. That is covered by the bond? A. Oh, yes, and in addition here in the city we have a cash deposit

from every agent which also guarantees us against any offense of that sort because his fine is taken out of there and he must make it good before he can continue in business.

Q. Does that control over agents also protect the passengers as to the wrong steamer and the wrong route? A. Oh, yes.

Q. Does the control of agents enable the line to maintain any supervision in respect of the emigrant boarding houses in New York and if so what provision? A. Why, the emigrants coming here and staying here—prior to embarking if they have any complaints
5213 as to overcharging we immediately investigate them. If we find a boarding house or transfer agent indulging in that practice, we notify the agent who sent the immigrant and instruct him not to send any further passengers to them and stop their business.

Q. From your experience is it your practice that the agent in the interior directs the emigrant to a boarding house here? A. Yes, he usually directs them to a boarding house or a lodging house here.

Q. And by maintaining a control over the agent you control the man here? A. Yes, as far as possible.

Q. What have you to say as to your control of the
5214 transfer agents handling steerage passengers' baggage—through your agents—your control through your agents? A. We try the same thing—if we hear of an overcharge the Transfer Company is taken to account through our agents.

Q. You look after the immigrant? A. Yes. Look out for his board, and his care and his baggage.

Q. Have the steamship companies any financial interest in the running of boarding houses or transfer companies which carry the steerage passengers' baggage? A. No steamship to my knowledge.

Q. Merely for the protection of your passengers? A. Yes.

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Q. You have no financial concern with them? A. None whatever.

Q. You testified previously in this case, Mr. Winter, as I recall it that you were familiar with the various arrangements made between the different steamship lines in respect of the rates and management of agents. At about what date did those arrangements between the lines commence? A. As to rates?

Q. As to rates and management of agents? A. 1891-2. That is prior to that time we had differences in our conferences, we had understandings and agreements with reference to rates only. We found that was the best way to conduct the business, but the general agreement I presume you refer to amongst the lines abroad began in 1892, as a result—

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Q. When you say the best way just what do you mean—the most profitable way? A. It insured greater stability of the rates and better conduct of the business if we understood how each was conducting his business, what rates he was charging and what methods he was pursuing.

Q. From your experience in the steamship business can you say whether it is possible under present conditions to maintain a passenger line from Europe to the United States which shall comply with the requirements of the statutes in England and in the United States and with the demands of the public, unless the passenger rates are practically stable? A. No, you cannot.

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Q. Do you mean to testify that it is not possible to maintain practically stable rates? A. It is possible that—

Q. It is not possible to comply with the present requirements of the statutes and the demands of the public? A. Unless you have stable rates.

Q. From your experience in the steamship business can you state whether it is possible to have practically

5218 stable rates without some understanding between steamship companies? A. I should say no. All of our agreements—all of our understandings have always been for the rate. Every rupture we have had has practically had a tendency to bring us together again with a view of establishing stable rates and stable conditions. Without them we cannot favorably conduct the business.

Q. Will you state how the steerage rates at the present time compare with the steerage rates before there were understandings or agreements between the lines to which you refer? A. They differ slightly in
5219 proportion to the better service that is rendered.

Q. So far as merely the amount is concerned how do the average prevailing rates at the present time compare with the average prevailing rates for steerage passengers say in the early '80's? A. Slightly higher.

Q. What relation does that advance bear to the difference in what the passenger gets? A. The passenger receives a good deal more in transportation today for his rate than what he got twenty years ago or fifteen years ago.

Q. Has there been any decided change in the quality and conditions of the services as far as the third-
5220 class passengers are concerned during the last twenty years? A. Oh—decidedly.

Q. From your experience in the business will you state whether that improvement in the service would have been possible without the maintenance of stable rates? A. It could not have been. It is acknowledged by everybody in the business that the maintenance of stable rates has led to the improvements in our service—larger and faster boats, better service, better accommodations. That applies to all classes, first, second and third.

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Q. When you say "our service" do you mean it to apply generally? A. Yes, the entire trans-Atlantic service.

Mr. Guiler: The Conferen e Line's service?

The Witness: Yes.

Mr. Beers: Will you state whether the steerage rates now prevailing on the North Atlantic Trunk route between Europe and the United States are in your opinion reasonable?

Mr. Guiler: Objected to as calling for a conclusion.

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The Witness: They decidedly are.

Mr. Guiler: I ask to have the answer stricken out.

Q. In your opinion, Mr. Winter what would be the effect of entirely unrestricted competition between the North Atlantic Passenger Lines in respect to passenger business? The survival of the fittest and strongest? A. Protracted rate war would ruin the smaller and weaker companies.

Q. What effect would such unrestricted competition have on the establishment of new lines in the business—would it invite it or discourage it?

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Mr. Guiler: I think that is merely conjecture.

The Witness: Certainly discourage it. No prudent man would go into the establishment of a new line with a demoralizing rate war.

CROSS-EXAMINATION by Mr. Guiler:

Q. You spoke about Rule 9 of the conference agents. Rule 9 had in addition to the purpose you mentioned another purpose namely that agents are prohibited

5224 from booking passengers by any steamers except those on the lines, members of the Continental, the Mediterranean and the North Atlantic Conferences, unless the conference gives an expressed permission in writing. The purpose of that was not to represent outside lines? A. Yes.

Q. If they represented the Conference Lines they could not represent any one else on the outside? A. Oh, yes, that is the restriction every employer places upon his employee—you shall not work for any other person.

Q. That was the restriction the Conference Line
5225 placed upon its agents? A. The lines understood it—in the industrial centres—

Q. I just asked you a specific question?

Mr. Bullowa: He has a perfect right to explain his answer.

Mr. Beers: You can ask it differently.

Mr. Guiler: I do not want to cut him off in anything he wants to say but I do not know about the industrial centres. Why didn't you bring it out?

Mr. Beers: I do not know what Mr. Winter has in his mind.

5226 The Witness: I just want to tell you why I made that remark.

Mr. Guiler: Go ahead?

The Witness: We bring them up certainly in our business—we teach them the business and when we have done that we do not want anybody else we do not know to come in there and avail themselves of our services and of our experiences.

Q. You do not want them to go to anybody else? A. Exactly—just as any employer does not want any person he has brought up in his business to go to others and give them his experience.

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Q. Now Mr. Winter, was not it your experience that the conference lines as often as possible took away the agents from the outside lines—good agents —and made them conference agents? A. No, we did not take them away but an agent controlling any kind of a business saw that the greater opportunity was with the regular lines and he applied for the agency. General experience showed him that if for the outside line he could do a considerable amount of business he immediately realized that with a number of lines and a suitable business he could do a great deal more and he applied for the agency.

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Mr. Guiler: The question was put to you in an investigation in the house charges. In an investigation in house charge 543, page 1416 by Mr. Hawley: "Q. Have you ever made any overtures to successful agents of the Uranium Line to get them to withdraw their ticket brokerage business and take up yours? A. I have not. But if I found in any place, or if my traveler found in any place, a man who was doing a successful business I should consider him as not fulfilling his duties if he did not try to get that man's services for us also. It is a plain business proposition"? A. Exactly.

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Mr. Bradley: Why didn't you read the rest of the case?

Mr. Guiler: That is all of it.

The Witness: Exactly if I find a man in any place doing business I am going to try and get his business.

Mr. Guiler: You did not want him to get away from you?

The Witness: If I have an agent whom I have educated up in the business and on whom I have spent a good deal of money I do not propose to have somebody else whom I do not know and who is inimical to us come in and avail himself of his services and cut into our business.

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Q. You object to one in your business representing an outside line? A. Yes.

Q. You want him solely in your business? A. Yes.

Q. That Rule 9 was used to limit the number of agents representing the Uranium Line? A. No. It gave them the choice.

Q. Gave them the choice? A. Yes; if he preferred to work for the Uranium Line in preference to working for a number of others he had the choice.

Q. Didn't you find a number of cases where agents represented the Uranium Line in addition to representing your line? A. Yes.

5231 Q. And in all cases of that kind the agents were disqualified by the Conference Line? A. Yes, yes—they were not disqualified—they were given the choice.

Q. You said yes just now and you said in your previous testimony that there were "quite some cases"—I think I am using your exact words? A. I was speaking about the Chiavone and Zotti cases.

Q. What do you mean by disqualified? A. The agency of the line he held was taken away from him.

Mr. Spooner: The Zotti case had nothing to do with the Uranium Line.

Mr. Guiler: He was one of the agents disqualified for representing an outside line.

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The Witness: He was doing the kind of business we objected to any agent doing.

Q. And the Chiavone case. He was disqualified for representing the Uranium Line? A. No. An outside line—the Italian, I think.

Q. Anyway he was disqualified under that rule? A. Yes.

Q. For representing some outside line? A. Yes.

Mr. Spooner: Was that all he was disqualified for?

The Witness: And for irregular practices also.

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Mr. Guiler: That case is in the record already.

Q. That Rule 9 was used in addition to Minute No. 22—you are familiar with Minute No. 22—that was used in order to react against outside competition? A. I should say so.

Q. That is in addition to putting on fighting steamers and that Rule 9 was enforced very frequently against agents of the Conference Lines in order to prevent them representing outside lines or slipping away from the conference? A. Yes, lines inimical to us, yes.

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Q. In fact that matter was taken up in Minute No. 22 which dealt with the competition of outside lines. (Reading.) "The following cable was despatched by unanimous consent from Secretary Peters to Secretary Sandford with the view of the New York Conference taking prompt action to discipline all agents in the states transgressing conference rules, viz: "Referring your last cable Atlantic Conference Lines are unanimously agreed that under present conditions it is highly essential that the conference regulations shall be strictly enforced against agents and request New York Conference act accordingly and in cases of doubt refer same to arbitration." That is in line with what you said? A. Yes.

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Q. You used Rule 9 in regard to outside competition? A. Yes.

Q. Are you familiar with Lozantcheff Freres? A. You have not got the name right.

Q. Yes I have. I show you Petitioner's Exhibit No. 1394 in which it says: "If the Cunard Line are sure that the passengers mentioned in G 518 and 529 from Lozantchoff Freres were booked for the N. W. T. L. the Red Star Line propose to disqualify them." That was on the complaint of the Cunard Line? A. That was on the other side. We have no knowledge of that.

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Q. If that is so it is simply carrying out the effect of Rule 9? A. Oh, yes.

Q. The effect of Rule 9 was like a sword and a shield to the lines, the members of the conference? A. I should think it may be.

Q. It was? A. I should think it may be.

Q. This case that you have mentioned of fraudulent agents—Rice—this was in 1892 or so? A. It began all the way up there.

Q. How long would you say this practice existed? A. They were in force before I was in business. Rule 9.

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Q. What? A. All these rules—

Q. I was referring to the fraudulent practices? A. They stopped them. They practically brought the lines together.

Q. I was asking particularly the length of time they had existed from? A. I started in 1885. They existed when I entered the steamship business and the tendency of the conference was to eliminate them.

Q. I am trying to get the length of time these practices existed so as to just know when they began and when they terminated? A. An effectual stop was put to them in 1892, when we started our agreements but even after that they existed to some extent naturally.

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Q. Your idea would be that the agents show wisdom in representing a number of lines and binding themselves to represent the Conference Lines and not seek the outside lines? A. For instance all the leading agents, the agents association themselves have adopted a resolution of the steamship conference with the view of practically securing a satisfactory conduct of the business.

Q. What do you mean by the agents? A. The agents of the Conference Lines—the agents who do the steamship business—we have such associations in

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Pittsburg, Providence, Rhode Island, Boston and also in Philadelphia.

Q. Whose agents are you talking about? A. Practically all the steamship agents.

Q. All agents representing your line? A. No, all persons who are directly engaged in the steamship business in the sale of steamship tickets.

Q. In addition to tying themselves to represent your line a number of them have got together and formed an association of their own? A. Yes.

Q. They have made an agreement among themselves not to represent outside interests except those they represent? A. Not definitely—they have not limited 5240
their membership.

Q. I know. But I thought that you said they had agreed among themselves not to represent other interests? A. No. They merely got together and saw the practicability of our rules and got together on this effectual association.

Q. And to carry out the rules to represent outside lines? A. No, we cannot find that resolution.

Q. That is Rule 9? A. I know, but you cannot find that rule in the agents' association.

Q. Is there any agreement to that effect? A. No, the steamship lines do not recognize these outside associations.

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Q. You are not very familiar with the working of the agents' association? A. Oh, yes, I am.

Q. I understood you to say a short time ago that they got together to carry out a resolution of the Conference Lines? A. Yes, as to the conduct of the steamship business.

Q. I understood you to say that in carrying out these rules they tried to enforce Rule 9? A. I did not say that.

Q. I thought it was a fair inference? A. No.

Q. They did not agree Rule 9 was a good rule? A. They did not. If it comes to an incident they carry it out. It is no part of their by-laws.

Q. What have they? A. A general agreement to that effect—regular by-laws and everything, but I do not think you will find that rule in there.

Q. I am not talking about the written rules. I am not talking about any rules? A. In practice they do carry out that rule because in practice they see the benefit of representing a number of lines instead of only one.

5243 Q. I think you said you had found that agreements among the lines were of great assistance in maintaining rates? A. Yes.

Q. Stable rates? A. Yes.

Q. And have the rates been practically stable since the agreement of 1892? A. Yes, of course, we have had disagreements and they have always resulted in disastrous rate wars.

Q. With the exception of these periods? A. Oh, yes, they fluctuated very slightly.

Q. They have increased to a certain extent, have they not? A. Yes, with the demand.

Q. And the rates practically now are $35? A. Yes, on an average.

5244 Q. That is by agreement amongst the lines also? A. Yes, and the demand.

Q. You say that is a profitable rate, that $35 rate? A. I do not say it is a profitable rate. I say it was reasonable.

Q. It is a profitable rate? A. In what way?

Q. Lines carrying the passengers can make a profit out of it? A. The best index—

Q. Is it a profitable rate?

Mr. Bullowa: Let him answer the question.

Mr Guiler: I would rather do it without your assistance.

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Mr. Bullowa: I do not deign to assist you.

Mr. Guiler: I think I am in a position to ask these questions; whether I am qualified or not is a matter for the powers that be. I want to know whether the $35 rate which you state as being the rate arranged by the various lines is a profitable rate to the lines? A. It is hard to designate a single rate as profitable.

Q. It has been going on for years? A. The best index of profit is the return the companies earn. I do not say the rate is profitable. I merely say it is reasonable. I think they ought to be higher.

Q. You would not say that what has been going 5246
on for the last twenty years—that that is a profitable rate to the lines, although it has enabled the companies to earn dividends? A. Combined with other circumstances it might be satisfactory.

Q. Ordinarily the $35 rate is a satisfactory rate? A. It might be a profitable rate.

Q. Has not it been your experience that it is a profitable rate? A. I think it should be higher—

Q. I am asking you for your experience? A. (Continuing) to give a reasonable profit.

Q. If you will just keep my question in mind. I am simply asking you whether the $35 rate in your experience has resulted in a profit to the conference lines? A. I should not call it a profitable rate. 5247

Q. The lines have been for maintaining this? A. There have been other circumstances.

Q. They have paid dividends? A. Yes, but at what rate—at a lower rate than any other business—a lower rate of dividends than any other business.

Q. They have paid dividends? A. On and off.

Q. And the rate has fluctuated between that and $30? A. Yes.

Q. A rate of $21 would not necessarily be a loss? A. No. Other circumstances would have to be combined.

5248 Q. Supposing you had a five thousand ton boat and carried one thousand passengers on that boat at a $21 rate, that rate would not necessarily result in a loss? A. It might.

Q. Not necessarily? A. The probability would be that it would. One single trip cannot determine the reasonableness of a rate. That is quite impossible. Because you carry one thousand immigrants, that would not enable you to run a boat successfully.

Q. From your experience it is possible for you to make a profit? A. Not unless the first and second-class cabins and freight would combine to do it.

5249 Q. Take the ordinary voyage? A. No—$21 would not bring a profit.

Q. It would not necessarily be a loss? A. I do not say it would be a loss, but it would not be a profit.

Q. You say it would not necessarily result in loss? A. It might not, but that would depend on other surrounding circumstances.

Q. So that your opinion now is practically the same as when you testified before the committee on house resolution No. 543 when Mr. Hawley asked you "suppose an independent steamship company have a vessel sailing on Thursday, and there is a reduction of rates to meet that ship's rate of sailing and the vessel

5250 of the conference designated to take the passengers over should carry 1,000 passengers, at $21 apiece, just for illustration, would the loss to that particular ship, below the published and general rate of the conference lines, be apportioned among the several lines? A. It would not necessarily be a loss"? A. It depends on the circumstances.

Q. Taking an ordinary voyage it might result in profit? A. Yes, if the other circumstances are favorable.

Q. You said that the practices of the various fraudulent agents retarded immigration? How did that

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come about. How was immigration retarded by these practices? A. Why, when fraud and improper practices prevailed, it would naturally interfere with the proper conduct of immigration. It would keep people from coming. An Italian immigrant suffered a loss on the other side, for instance; his loss would keep his friends and relatives from coming.

Q. Have you any particular incident in mind on which you base that statement? A. No—general experience.

Q. You cannot cite us any particular instance where you remember that occurred? A. No—no particular case. We judge from our experience.

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Senator Spooner: They write home? A. They write home that they have been defrauded. Those letters home—

Mr. Guiler: Have you got—

Mr. Bullowa: Let him finish.

Witness: Those letters home are a greater argument.

By Mr. Guiler:

Q. You have not got those letters here? A. No, sir. We know how they are regarded.

Q. You have not seen the letters? A. I have seen letters of that sort. We are able sometimes from letters and reports we see to tell events in the steamship business—third-class east and west—ten months in advance. The moment people realize here that work will be plentiful they usually write out enquiries; a slight increase in business indicates that more immigrants are coming over, and the departure of eastbound passengers indicates that work is slacking down here.

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Q. But there are numerous other conditions which may or may not assist immigration at that time? A. Oh, yes, economic conditions.

5254 Q. Besides the practices I have mentioned? A. Oh, Yes.

Q. A very low rate would attract immigration? A. It calls forth the undesirable immigrant.

Q. There is a certain class of people who will take the less rate? A. The Immigration Bureau will tell you that a low rate—

Mr. Guiler: I am not asking you anything about that.

Mr. Beers: Let him answer the question.

5255 The Witness (continuing): Induces undesirable immigrants.

Mr. Guiler: What is your experience a low rate would induce? A. Undesirable immigrants.

Q. But it increases immigration in general? A. It attracts.

Q. And in general it attracts people that possess he qualifications to get in here? A. Not to the extent that a somewhat higher rate does. It attracts a poor class of immigrants.

Q. That is, if a man has $7, and the rate from Liverpool to New York is $7, he can get here? A. Yes. That is not the class of man you want.

5256 Q. Leave that aside. He is so much better off by the trip he has had. He could not travel if he had not had that rate? A. No.

Q. Knowing this, it is your opinion that the steamship lines should be allowed to continue the fixed rate that they have now? A. Yes, I think it is the only safe and proper way of conducting the business.

Q. It is better for the lines themselves? A. It is better for the passengers—the travellers.

Q. But at any rate it is better for the line? A. It ensures the line's stable conditions, which are always better in every business.

Mr. Bullowa: Even with the Uranium Line? A. Even with the Uranium Line.

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Mr. Guiler: If the line were allowed to make various rates from $35 down during the rate war the general public for the time being would be benefited by getting the lower rate? A. The general public might be benefited by getting the lower rates.

Q. That is, the lines would not immediately cut down their services the same as they cut their rates? A. They would, decidedly.

Q. Immediately? A. Yes, they would, and some lines—why, you have had instances where some lines have gone out of business for that reason.

Q. You have had this experience on the same boat, during the rate war there have been three rates, perhaps, $35, $30 and $25, and passengers on those boats have had the same service? A. No—not on the first-class lines. 5258

Q. During the rate war? A. Even during the rate war, it has been the practice of the first-class lines to equalize the rate.

Q. Do you know of such an instance? A. Oh, yes.

Q. The lines do not attempt to discriminate between the various passengers? A. The lines usually refunded the difference and equalized the rate.

Q. In some cases they did not? A. Where they could not possibly do it—no, but as a general fact.

Q. In a great many cases they did not? A. No, as a general rule they refunded the difference. 5259

Q. You know of a number of cases where that has not been done? A. Oh, yes.

Q. Taking the boat I was talking about, it was one of those cases where they did not refund, and the passengers on that particular boat would get the same service for $25 as they got for $35? A. Yes. I do not think you will find many of those instances, though.

Q. You would not say to one passenger, "You cannot have meat because you only paid $25" and to another passenger, "You can, because you paid $35"?

5260 A. Your experience will show you that the people who pay $35 on the other side will get after the company pretty quickly and want the difference back.

Q. As you have testified sometimes they do not? A. Yes, but the company suffers that indulges in practices of that kind.

Q. I was assuming the condition of a rate war? A. Yes, even the condition of a rate war.

Q. In those cases the passenger was carried for twenty-five dollars and he would benefit ten dollars on the ordinary rate? A. That is rather far fetched.

5261 Q. It is not very far fetched.

Senator Spooner: What is the question?

Q. In those cases the passenger was carried for twenty-five dollars and he would benefit ten dollars on the ordinary rate? Is that correct? I think that it is a proper question. Is that so as a proposition? A. I think it is far fetched, to say that. You merely assume he would not travel any way.

Q. Is it not a fact, anyway? A. Would he travel at thirty-five dollars?

Q. I say he could get the rate ten dollars cheaper? A. Then he might travel, otherwise he would not travel.

5262 Q. If he intends to travel for the thirty-five dollars, he would then get that benefit? A. Oh, yes.

Q. Will you state what the practice has been where passengers have purchased prepaid tickets say, ten months ahead and the rate has deviated with regard to those tickets? A. A prepaid ticket is value for a year. If they are purchased say at $38.50 and the passenger travels ten months later when the rate is thirty-five dollars he has naturally no refund due to him and in the same manner if the ticket has been purchased at thirty-five dollars and the ticket has subsequently advanced to $38.50, the steamship company would not

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charge the passenger the difference. On all eastbound traffic the rate on all the first-class lines has usually been equalized, the passenger receiving a refund of the difference if he purchased a ticket at a higher rate than that prevailing on the day of sailing. Still on the other hand the steamship company do not get the benefit of any advance in rate. We do not get the advantage if the rate were advanced eastbound. If we had a rate of thirty dollars today and a week later made a rate of thirty-five dollars we got no difference, but if we wanted to reduce our prevailing rate we have to refund the difference.

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By Mr. Beers:

Q. You were asked a question which implied that the rate now prevailing was about thirty-five dollars and that that was fixed by agreement. Are the lines which are parties to "AA" precluded from changing their rate? A. No, indeed not.

Q. Is it not a fact that they do change it from time to time? A. Constantly, yes.

Q. Since the making of agreement "AA", is it a fact or is it not a fact that the rate on lines parties to that agreement have from time to time fluctuated? A. Decidedly, yes.

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Q. When you refer to a rate being fixed by an agreement do you intend to testify that the lines had agreed that rate should be stable at a certain sum? A. Oh, no. I understood Mr. Guiler to assume that as the average rate.

Q. You testified as I understood it that there might not be a loss where steerage passengers were carried at twenty-one dollars. If there was not a loss, the returns of such a voyage would have to go largely on the first and second cabins and on the freight, wouldn't they? A. Yes. All classes of the ship would have to contribute to prevent a loss.

5266 Q. Are there, in your experience, various causes which affect the returns received by the steamship companies from the various divisions of its business—first and second cabin, steerage and freight? A. Oh, yes—economic conditions here. Conditions abroad—war or panic—a great disaster sometimes slightly affects travel and naturally the results to the steamship lines.

By Senator Spooner:

Q. Bad crops? A. Oh, yes, yes, indeed. Failure of crops reduces the demand for labor and reduces
5267 travel.

By Mr. Beers:

Q. Have marine disasters anything to do with it? A. The Titanic has affected all the lines considerably. On some of the lines today.

By Mr. Bullowa:

Q. You speak of Rule 9 being published for adoption by certain lines. The State of New York, in cooperation with certain steamship lines, passed certain laws which regulated the agents? A. Yes.

Q. I assume you deal with agents in all the different
5268 states—in the conference? A. Yes.

Q. Which states? A. Pennsylvania, New Jersey, Wisconsin.

Mr. Guiler: Is Mr. Winter an expert at law?

Witness: Illinois.

Mr. Guiler: He is not a qualified legal expert and he cannot testify what the laws of the various states are. I object.

Witness: They are the laws under which we are operating.

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Mr. Guiler: Go ahead. You can testify.

Mr. Bullowa: In some states there are no such laws? A. No.

Q. In these states it is very necessary for the steamship lines to protect these emigrants from agents? A. Yes—in some states the laws protect them.

Q. In states where there is no such law, it is very essential for the steamship company to do that? A. Yes.

By Mr. Beers: Is it a common matter in your experience for third-class passengers to complain to the steamship companies of their treatment by agents? A. Oh, yes.

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Q. Is that the way you learn of the misdoings of agents? A. Yes. That is the way we learn of the misdoings of agents.

Q. That is, if a third-class passenger is or thinks he is, mistreated, he usually applies to the steamship company for redress? A. He makes a claim, yes.

By Mr. Guiler. What was the reason given to you by the president of the Russian Volunteer Fleet as to why the Russian Volunteer Fleet went out of business?

Mr. Bullowa: Objected to as incompetent and hearsay. Did the president tell you that directly?

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Witness: No.

Mr. Guiler. What did he say?

Mr. Bullowa: To whom?

Mr. Guiler: Mr. Winter has made a statement.

Mr. Bullowa: To whom?

Mr. Guiler: He made a statement that the president told him. This is the question, "According to the statement of the president, why did the Russian Volunteer Fleet go out of business."

5272 Mr. Bullowa: I object. If it is the statement of the president in writing put it in under his own signature. Was this the statement—(reading from testimony) "He made a statement that they withdrew because of internal arrangements and not because—"

Mr. Guiler: I object to that and I ask that it be stricken out.

Mr. Bullowa: You are trying to get—

Mr. Guiler: It is not proper for you to do a thing like that. I object to that and I expect you to withdraw it.

5273 Mr. Bullowa: I will withdraw it if you want it.

Mr. Guiler: Mr. Winter is your witness, not mine.

Witness: Let me look it up.

Mr. Guiler: You have made an answer and I would like to have the answer you made go in? A. It certainly is our understanding in the steamship business.

Q. As a matter of fact—why don't you make the statement you made before? A. The Russian Volunteer Fleet withdrew because of the low rate imposed upon them by the rate war.

5274 Q. My question was, "What was the reason given to you by the president of the Russian Volunteer Fleet as to why the Russian Volunteer Fleet went out of business." What would be your answer to that? A. According to a printed statement of the president they withdrew from business because of the low rate and unfavorable conditions imposed upon them by the rate war.

Mr. Bullowa: I move to have the answer stricken out.

Q. To whom was that statement referred to made? A. That statement was made in a letter, as I remember it, to a well known shipping paper.

Q. The "Shipping Illustrated"? A. Yes. 5275

Q. Haven't you got the facts rather mixed up? Wasn't that under the signature of Admiral Radloff? Is he the president?

Mr. Guiler: If you have letters why don't you put them in?

Mr. Bullowa: It is in evidence.

Mr. Guiler: If you have a letter put it in. That is the best evidence.

Mr. Bullowa (to witness): Have you got that paper in which you say you saw that statement? A. I think I gave it at Washington. 5276

Q. Of course if the president of the Russian Volunteer Fleet stated in writing over his signature that the line withdrew because of internal arrangements and was not driven out, you would regard that statement as of more value than your understandings in the steamship circle? A. Yes.

Mr. Guiler: Why don't you examine him as to his information?

Mr. Bullowa: You will examine him as to that.

Mr. Shipman: Was this statement you saw published in the "Shipping Illustrated," of New York? 5277
A. Yes.

Q. And referred to the institution of the present proceedings by the government? A. Yes, and allegations made thereunder.

Q. Was it a letter from the president of the Russian Volunteer Fleet to the editor of "Shipping Illustrated"? A. Yes.

Mr. Bullowa: I show you Defendant's Exhibit No. 2, and ask you if that is the statement you refer to? A. That is the letter.

5278 Q. That does not state it was driven out of business because of the low rate? A. No.

Mr. Guiler: What does he say. Look at it.

Witness (reading): "The above statement as far as it concerns the Volunteer Fleet is not correct, as the committee of the Russian Volunteer Fleet had decided to suspend their Libau-New York line for reasons of their own that had nothing in common with the attitude taken by the Pool."

Mr. Guiler: Read the whole letter.

Witness (reading): "In your issue of 7th instant, we find in an article headed 'action against the Trans-
5279 Atlantic Pool' mention made of the Russian Volunteer Fleet as *'having been driven out of business'* as a result of the practices adopted by the Pool."

Mr. Guiler: That will do. You have read the rest.

Mr. Bullowa: That is the statement you refer to? A. Yes.

Q. And after reading that statement and refreshing your recollection, can you now state why the Russian Volunteer Fleet was driven out of business?

Mr. Guiler: No he cannot. He can state where he got the information and what letter it was.

5280 Witness: I can only give the impression in steamship circles, and that was the low rates imposed by the rate war and the unfavorable conditions at the time induced the Russian Volunteer Fleet to get out.

Mr. Shipman: It did not go out of business? A. No, only out of the Trans-Atlantic business.

Hearing adjourned until 11 A. M., on Thursday, 6th March, 1913.

UNITED STATES DISTRICT COURT, 5281

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5282

Before: Charles E. Picket, Esq., Examiner.

New York, March 6th, 1913.

Upon motion of Senator Spooner the hearing was adjourned until Friday, March 14th, 1913, at 11:00 A. M.

Petitioner's Exhibit 1916.
Defendant's Exhibit No. 18.

5283

5284 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

against

HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5285 Before: Charles E. Pickett, Esq., Examiner.

New York, March 14th, 1913.

Upon request of Mr. Shipman the hearing was adjourned until Friday, March 21st, 1913, at 11:00 A. M.

Petitioner's Exhibit 1916.
Defendant's Exhibit 18.

5286

UNITED STATES DISTRICT COURT. 5287

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5288

Before: Charles E. Pickett, Esq., Examiner.

New York, March 21st, 1913.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Charles Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.* 5289

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East-Asiatic Company, *et al.*

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PAUL C. SCHNITZLER, recalled:

Mr. Shipman: Mr. Schnitzler has already been sworn by the examiner a few days ago.

Q. Are you a practicing lawyer in New York City? A. I am.

Q. Were you born and educated in Germany? A. Yes, sir.

Q. What was your profession there and what, if any, public offices, did you hold? A. I was a lawyer in Germany. I studied law at the University of Heidelberg and Leipzig, Germany, for three and a half

5291 years. I took my examinations for admission to the bar. I hold the degree of Doctor of Law from the University of Leipzig. I held the position, in Germany, of acting Judge of the District Court of Larh, Baden. I have been acting District Attorney of Heidelberg, Germany. I also was, for some time, clerk of the Appellate Division of the Supreme Court of Karlsruhe.

Q. When you say you were acting Judge and acting District Attorney, do you mean that you were the regularly appointed Judge and District Attorney? A. I do. I fulfilled the duties of the regularly appointed Judge during his absence. I had been appointed and I was

5292 acting Judge for nearly one year—for ten months, with all the duties and rights of the Judge.

Q. What was the character of the jurisdiction of this Court which you presided over? A. The Court had jurisdiction over all estate matters—about the same character of the Surrogate's Court here. It had jurisdiction over all the commercial records and also criminal jurisdiction about the same as the Court of Special Sessions here and also jurisdiction in civil matters generally restricted to an amount of six hundred marks.

Q. When you speak of the Appellate Division do you mean by that that that is the highest Court of Ap-

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peals in the state? A. Yes, it is the Court of Appeals in the State of Baden.

Q. Like the Court of Appeals at Albany is to New-York? A. Yes, like the Court of Appeals at Albany.

Q. When did you come to this country? A. In 1893.

Q. When were you admitted to the Bar here? A. Five years after.

Q. Have you kept yourself familiar with the decisions of the German Courts since you came here? A. Generally, yes.

Q. Have you testified as an expert in other cases on the German law? A. Yes, repeatedly.

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Q. Have you made a careful examination of the decisions of the German Courts with the view of ascertaining whether the Agreement of 1892 between the North German Lines Association, Petitioner's Exhibit #2, and the Agreement AA of February 5th, 1908, Petitioner's Exhibit #3, are valid under the laws of Germany? A. I did.

Q. Have you examined these two agreements referred to? A. I have.

Q. Please state your opinion on the subject of the validity of these two agreements under the German law?

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Mr. Guiler: I want to object to this question and all subsequent questions in regard to German law on the ground that the German law is entirely immaterial, incompetent and irrelevant in these proceedings, especially where the law has been declared by positive statutes in the United States—where positive laws have been established by statutes in the United States.

Mr. Shipman: I would like to state that it has some bearing certainly as regards westbound traffic originating in Germany, and also

5296 on the probability as to whether Congress intended to extend this act over ocean transportation, which is as much the commerce of other countries as our own and in regard to which the laws and policy of other countries differ from our own.

Mr. Guiler: I want to put down a general objection to the whole line of testimony which is going in and which will subsequently come in in regard to German law, as immaterial, incompetent and irrelevant and I will ask to have it stricken out.

5297 A. The said two agreements are valid under the German law.

Q. Is there any statute in Germany prohibiting the formation of syndicates or cartels or specifically regulating the same? A. There is neither statute forbidding the formation of cartels or syndicates or statutes regulating the same.

Q. Do you know to what extent these cartels and syndicates exist in Germany in the various lines of trade or business? A. There are many hundreds of cartels and syndicates existing in Germany comprising more than 10,000 different concerns and enter-

5298 prises.

Mr. Guiler: I object to that as being immaterial and ask to have it stricken out. He has not been asked and has not shown that he knows anything.

Mr. Shipman: I asked him if he knew and he says so.

Q. In these cartels or syndicates do the members retain their separate identity the same as before the cartel or syndicate was formed? A. They do.

Q. Except as regards certain restrictions in the cartel or syndicate agreement? A. They do generally.

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Q. The cartel or syndicate agreement fixes certain specific matters, does it not? A. It does.

Q. Of what character for example? A. It depends on the syndicate agreement—the purpose of the syndicate. As a result, very often, we find that the different concerns in the same trade all syndicate themselves—associating themselves—establish a common selling agency, for instance, or they have an agreement regarding their prices—establish certain minimum prices, below which they will not sell or make arrangements as to the territory within which they will sell or will not sell.

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Q. Or the amount of the production which each of the members shall make? A. Also the amount of production that shall be allowed to each member in the syndicate.

Q. Otherwise do they maintain their independence just as before they entered the syndicate or cartel? A. That is so generally, yes.

Q. Now, are there certain provisions in the German Civil Code in regard to acts against good morals or acts *contra bonos mores?* A. Yes.

Q. Will you please give a translation of this section? A. I refer for instance to Article 138 of this Civil Code which says that: "Any transaction violating *bonos mores* shall be void" and Article 826 of the

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Civil Code, 'Any person who in a manner *'Contra bonos mores'* wilfully inflicts damage upon another, is bound to compensate such other in respect of such damage."

Q. Those sections do not appear to have any special application to cartels or syndicates, is that correct? A. That is correct.

Q. Have you made an examination of the decisions of the highest Court of the German Empire Reichsgericht on the subject of cartels and syndicates? A. Yes, I have made it.

5302 Q. Under what provision or provisions of the German Civil Code did you find that most of these cases arose? A. Section 826, cited was generally applied to the questions arising under the said decisions.

Q. Have you a statement of the decisions of the Imperial Court which you have prepared in regard to cartels and syndicates under this section? A. Yes, I examined the decisions of the Imperial Court covering the period of the last fifteen years, and the decisions which I hold here in my hand, translated into English by myself, are the decisions which I have found to be in point, and covering syndicates or cartels.

5303 Q. Do those decisions give a correct view of the law as laid down by that Court? A. In my opinion, they do. They contain the law because they emanate from the highest Court of the German Empire.

Q. Is a cartel and a syndicate about the same thing? A. The term is usually synonymously used.

Q. There is one decision in here that probably escaped your attention at the time. It is the one of March 6th, 1907, of which the translation is taken from the report of the English Royal Commission on shipping rings? A. That is a decision in the Sloman case. It is also a decision of the Imperial Court of the German Empire, but is not reported in the official

5304 publication of its decisions, but it is reported in a legal publication called "Das Recht"—called—"The Law." I did not make the translation of this decision.

Mr. Shipman: I offer in evidence this statement of the decisions which the witness has produced.

Marked Defendant's Exhibit #19A.

Mr. Guiler: They can go in subject to the general objection I have already raised.

Mr. Bullowa: But not as to their authenticity.

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Mr. Shipman: Do you understand that it is perfectly lawful under the German law for individuals engaged in the same line of trade to enter into cartel or syndicate agreements for the purpose of preventing destructive or injurious competition between the members resulting from mutual underbidding and fall in prices? A. It is perfectly legal.

Q. And is it lawful for such cartel or syndicate to defend itself against outside underbidding by meeting the competition? A. It is.

Q. On what ground does the Imperial Court base this line of decisions? A. From the decisions it appears that the contention in Germany is that it is to the interest of the public as a whole that there is no disastrous or ruinous competition and that the public policy of the country demands that the manufacturers or the people united in the syndicate, receive a fair return for their product and that it is advantageous to the whole country to have, by such agreements, prevented the loss of the business of the individuals.

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Q. Do you find from an examination of the later decisions of the Imperial Court that this view has ever been varied? A. This view has never been varied. It is the view today and so it appears from the decisions, some of which are of recent date. I refer to the decisions which have been offered in evidence.

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Q. Does the validity of these agreements in this respect appear to be treated by the Court as settled? A. It does.

Q. Do you find cases where rights and penalties under cartel or syndicate agreements have been enforced as between the members? A. I do.

Q. Recent cases on this subject? A. Recent cases on this subject.

Q. The decisions which you have cited in this statement other than those referring to combinations to prevent underbidding, are they for the purpose of il-

lustrating the view of the Imperial Court as to what is lawful with respect to other restraints of trade? A. Yes.

Q. They relate to acts of the syndicates or cartels generally against third parties? A. Against third parties.

Q. These acts are generally of what character as shown in these decisions? A. As shown in these decisions they are of an oppressive character—of a character that makes it impossible for the third party to carry on business at all or where there is a permanent and total injury to the business of the competitor.

5309 Q. Acts also which prevent a person—practically prevent a person from gaining a livelihood? A. And also acts which would prevent or make it impossible for a person to gain his livelihood. Whereas acts that would only make it harder for a person to make his livelihood, or acts that would interfere with the carrying on of his business, would, in themselves, not be sufficient to be illegal.

Q. Particularly if they were of a temporary character? A. Or also acts which were only of a temporary character would not be considered to be illegal.

Q. What criterion do they go by generally in the decisions in judging of these acts. I mean to what do

5310 they refer as a proper standard by which to judge of these acts? A. They judge of these acts on the basis of the conceptions held by all fair and just thinking men in Germany.

Q. In your statement of the decisions you have referred to certain provisions of the German Unfair Competition Law of 1909, originally enacted in 1896. What is the general scope of this law? A. The Unfair Competition Law relates to certain specified acts which are characterized as illegal in the carrying on of a business. As for instance to make an incorrect statement in public announcements in reference to business

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relations, the quality, the origin, the method of production or the computation of prices of goods or trade service, also to create the appearance of a specially favorable offer when such offers not only are untrue but are apt to be misleading, and so on.

Q. You need not go right through it, I think. They are in the nature of fraudulent practices, are they not? A. Some of them.

Q. And the others, are they of a different character? A. Also the law prohibits the giving of presents or other advantages to an employe or representative of the business for the purpose of obtaining a benefit for

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himself or another. Also it forbids for the purpose of competition to make a public statement regarding the business of another which is untrue or which would injure the credit of the business of such third party and so on. Many of these acts pointed out are made criminal offenses under the said law.

Q. The Courts, enforce, I understand, these cartel and syndicate agreements among the parties? A. They do, as I have testified.

Q. I think you have already stated that the holding of the Imperial Court is that mere combinations to prevent ruinous competition between parties is not against good morals? A. I so stated it.

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Q. As viewed in Germany? A. I so stated it.

Q. In these cartel or syndicate agreements, they are entered into, are they not, in reference to a limited period of time or a given trade or business or a given locality? A. They usually are.

Q. A restriction as regards freedom of trade in these particulars is legal in Germany? A. It is.

CROSS-EXAMINATION by Mr. Guiler:

Q. Are you familiar with the so-called Blumenthal case in Germany? A. I am.

5314 Q. What does that case hold, in your opinion. What is the decision in that case? A. In the Blumenthal case there was a threat made by the Steamship Company that if Mr. Blumenthal would not comply with the dictates of the steamship company—that in such an event the steamship company would suspend—its general published tariff—so as to discriminate against the customers of Mr. Blumenthal, and the Court held that this was clearly against public morals, *contra bonos mores*, for the reason that the Steamship Company being a public carrier and thereby in a measure, at least, subject to the duties of a public
5315 carrier could not arbitrarily suspend the general published tariff in order to coerce a third party.

Q. They said in that case, did they not, that the threat consisted also in their saying that they would write to the various firms employing the plaintiff, who was a forwarding agent and try to get his business away from him? A. Quite right. It makes the case so much the worse.

Q. In general if threats or oppressions or acts of that sort are used by a combination against an individual, that would be illegal in your opinion in Germany? A. Not at all. Threats in themselves are not illegal and oppression used as decided in the decisions which
5316 I have cited, in itself is not sufficient to make the acts illegal. Something else is necessary—that the threat or oppression is coupled with the fact that the party against whom the acts are directed is thereby permanently injured, or that the act in itself is illegal. If a threat is made of an illegal act then it is prohibited, because the act is illegal, but otherwise under these decisions it is necessary that the result of the threat must be that the third party is permanently injured.

Q. Do you find anything in that case that shows that the plaintiff was permanently injured? A. This case was decided on the ground that the steamship

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company was a public carrier and thereby was subject to duties to which an individual might not be subject.

Q. They were held up to a higher standard of *"Contra bonos mores"* than anybody else? A. Exactly. That is simply what I want to say.

Q. That is because of their public character? A. And as there are no laws existing in Germany which regulate the business of the Steamship Company the Courts necessarily apply this higher standard of responsibility.

Mr. Shipman: You mean the publication of the rates of the Steamship Company. 5318

The Witness: Yes, it was a published tariff.

Q. They held that in that case the steamship company would have to allow to the plaintiff the rates they allowed everybody? A. I do not think so. I think it was an application for an injunction and they enjoined —if I am well informed—the defendant steamship company from carrying out the threat.

Q. Then they would not allow them to carry out that threat to apply different rates to him than to anybody else? A. It would seem to follow. It was not an injunction.

Q. Take the Sloman case, are you familiar with that? A. Yes, sir. 5319

Q. I mean Sloman versus Sloman? A. Yes.

Q. That was decided in 1907—several years after the Blumenthal case? A. Yes.

Q. The principal decision in the Sloman case was, was it not, and the only point there raised and before the Court was whether or not the defendant steamship companies should be allowed to grant a rebate to shippers? A. If I remember right—if I can make sure right away by looking at the case that was not exactly what was involved—what it was was this. Whether the defendants had the right to withhold from the plaintiff the benefit of the privilege which it had allowed to others.

5320 Q. Is not this statement contained in that case, "This last point is the only one in question, viz., is the defendant allowed or is he permitted to grant a rebate to his shippers and if the plaintiff now alleges—." Is not that correct? A. Yes, that is practically the same as what I testified to. This man claimed the same privileges which the defendant allowed to others and the Court held that he was not entitled to the privileges because the defendant had a perfect right in order to secure for a longer period of time the custom of the other people and give them certain benefits which, if it wanted to it could withhold from others, whereas the
5321 Court defines very clearly the Blumenthal case and the Sloman case. In the Blumenthal case there was not any question of reward as in the Sloman case, but a threat was made that the plaintiff should not have the benefit of the generally published tariff, and should not be entitled to this tariff, whereas in the Sloman case there was never any question raised whether the plaintiff should not be entitled also to the general tariff, only in addition thereto certain privileges were granted. Rebates were given and the Court held that these rebates were perfectly legitimate rebates.

Q. In the Sloman case the point was that where the steamship companies decided to reward a shipper who
5322 shipped solely by their lines—that they could do so? A That is right.

Q. And in the Blumenthal case it said that they could not punish a person by taking away these rebates? A. Not the rebates. No. The generally published tariff to which everybody is entitled, whereas nobody is entitled to the privilege.

Q. That is by a threat to take away the generally published tariff—that was, it was a threat to do damage to their shippers? A. And thereby if they did not have the benefit of the generally published tariff then they were prevented from doing business—absolutely prevented from doing business.

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Q. Do you see any substantial difference between the two principles in these cases? A. Yes, I think from the decision itself in the Sloman case where the Court said—

Q. I was asking for your opinion? A. I said yes to your question. That is my opinion. I only said in my opinion and I would also refer to what the court said.

Q. That is already in the record? A. Well, in the one case a man was deprived of the benefit of the generally published tariff and therefore of course, was prevented from doing business, because if a shipper is not getting the benefit of the published tariff then he is at a great disadvantage if not excluded altogether.

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Q. He is excluded as to that line or that group of lines? A. I understand it was practically a monopoly, if I remember right.

Q. It was? A. Yes. Whereas in the other case only certain benefits were given to certain customers who continued to do business with the defendant and therefore certain privileges were allowed to certain customers which, of course, the court held the defendant was entitled to refuse to others so long as it gave also, I assume, the benefit of the generally published tariff to everybody.

Q. You figure if there is any difference between the principles that in one case they reward a shipper and in the other case they damage him for not sticking by them. Reward one for sticking by them and then damage him when he does not? A. In my opinion there is a very great difference between the two cases. There was no obligation to reward but there was an obligation to give the benefit of the generally published tariff to everybody, and that extra which was given in certain cases was outside of the generally published tariff.

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Q. It punishes those who did not stick to the company and benefits those who did? A. Whatever the economic result may be that has nothing to do with it.

5326 Q. They do not grant it to people who did not stick with them. It punished them? A. You could not call it a punishment.

Q. They do not get the rebate? A. But that is no punishment. I do not see how you can call it a punishment if you do not give to somebody a certain advantage to which he is not entitled.

Q. It is a discrimination then between him and some other shippers, is it not? A. It is a discrimination, yes, in a certain way. The result shows, that one is benefited and the other not.

5327 Q. One was a threat to intimidate in the Blumenthal case by cutting off his tariff altogether? A. Yes. It was an entirely different thing in my opinion.

Q. It was a discrimination, was it not, in both cases in favor of certain parties? A. It was a discrimination, yes, if you call discrimination the different treatment of different parties.

Q. That is what I understand the meaning of discrimination is? A. But the one was held justified by the court and the other not, and in my opinion justly. The distinction is clear. In the one case, in the Blumenthal case the right of the third party was affected whereas in the Sloman case no right of the third party was affected.

5328 Q. Take the statement of the Blumenthal case, which I will read to you and I will ask you if that is the law of today: "In a country where carriers are under no such legal compulsion a proceeding of the last mentioned kind may, notwithstanding such absence of compulsion, be looked upon as an act *'Contra bonus mores.'* According to the views held in our country as to decent conduct and fair dealing, the act of a carrier, who excludes an individual or a defined group of individuals from the benefit of the tariffs announced to the general public would be looked upon as an act, *'Contra bonos mores'* if it was done for the purpose

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of unfair competition. It would be unfair competition if in the present case the defendant for the sole purpose of removing or suppressing the inconvenient competition of any rival traders had attempted to damage such rival traders by the imposition of exceptional rates." Is that the law in your country today? A. I think it is. Which case do you refer to?

Q. That is the Blumenthal case? A. I do not know whether the translation is quite right. We have here the same thing but your translation is more free.

Q. This translation is by Dr. Schuster? A. Your translation is a great deal more free than my translation.

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Q. Do you think that what I have read is a correct statement? A. I think it would be, but I would like to put in an objection to your translation and I would like to read my translation on the record "An unfair competition however, would exist if in the case at Bar the defendant solely for the purpose of pushing aside or suppressing competition inconvenient to it, undertook by exceptional tariffs to injure the interests of the competition * * * That the plaintiff by the exclusion from the benefit of the general tariffs and the charging of rates was injured in his business is in itself apparent."

Q. I will read you a question and answer from Dr. Ernest Schuster's evidence before the Royal Commission on shipping rings and ask you whether you agree with it: "Q11778. So that if it were the case that in a certain set of circumstances a combination called a ring acted oppressively to the people who have to deal with it, in your view, that would be regarded as illegal? A. Certainly, if the courts held that they had acted oppressively." Is that your understanding of the law? A. Not quite. The oppression must be defined. Not every oppression is sufficient to make such an act illegal under Section 826 or 138 of the German Civil Code. Mr. Schuster in giving this opinion was

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5332 somewhat under a handicap because as he himself testified he could not reconcile the Blumenthal and the Sloman case because all he knew about the Sloman decision was a little extract from some commercial paper in Hamburg. He had never seen the entire decision. And in reading his testimony I gained the impression that his judgment as to the German law is somewhat clouded.

Q. But he has the same opinion in the Sloman case as you have now? A. Unfortunately, no. Because he testified that all he saw was a little syllabus and he regrets very much that he has not got the entire information before him.

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Q. Is not that substantially correct, what I have read to you? A. No, because the Court decides as to the degree of oppression or suppression. It must be a suppression or oppression of the business. The suppression or oppression must be of a permanent or total character. A mere temporary suppression or oppresion in certain directions is not sufficient and I have a number of decisions here which will point that out.

Q. In this Sloman case there was not any question of monopoly concerned, was there? A. Certainly, there was a question of monopoly. "Another argument of the plaintiff is to the effect that through the aforesaid measures, the defendant intends monopolizing the trade between German ports and Australia and that, as a matter of fact, he already does so, that the agreement made between the several defendants purports to keep up the rates of freight" and so on.

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Q. Go ahead and see if there is any such thing as monopoly. A. I understand your question was whether there was any question of monopoly?

Q. You have not read far enough. I will read it for you: "That the agreement made between the several defendants purports to keep up the rates of freight for sailing vessels in order to gradually dimin-

ish the sailing trade, a measure hostile to the interests of the whole nation. Even, if this were so, and the measures taken by the defendant would actually lead to a reduction in the trade of sailing vessels, no provision in the law could be found preventing the defendant from granting rebates to his shippers in the manner he did. This last point is the only one in question, viz., is the defendant allowed or is he forbidden to grant a rebate to his shippers and, if plaintiff now alleges that the defendant has monopolized the German-Australian trade, this is at variance with the plaintiff's own words, as shown in a notice he sent to his shippers shortly before going into Court. In this notice, dated June, 1905, plaintiff declares that the new line be established between Tonning and Australia prospered so well as to enable him to send three more first-class sailing vessels out before the 15th of August; that the lively and effectual assistance given to him by the shippers insured a steady and prosperous business and that he had reason to hope that shippers would gradually become aware of the fact how much more sailing vessels were to be preferred to steamships on account of the great difference in freight. And, also, in the course of the proceedings when urged by the defendant that his new line did not yield any profit but had merely been established *in fraudem contractus*, plaintiff had repeatedly asserted that, although he had to content himself with a smaller profit as compared with the defendant he, nevertheless, did a good business, because there was, on account of the lower rates of freight, such a supply of goods that the extra freight for carrying them to Tonning did not enter into consideration. It appears from these statements, made by the plaintiff himself, at least for the present moment, there is no question of the defendant having monopolized the German-Australian trade." That settles the point that there has been no question of monopoly? A.

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5338 I thought you meant the question of monopoly generally—it was attempted monopoly.

Q. That is correct—that there was not involved in the decision of the case any question of monopoly? A. The Court found, that as a matter of fact up to that time—it appears in the statement of the plaintiff—that there was not any monopoly. In other words, the plaintiff contradicted himself by claiming that there was a monopoly where his own statement showed that there was no monopoly.

Q. And the Court did not have to pass on the question? A. And therefore the Court did not pass on
5339 the question of monopoly although the plaintiff did claim monopoly.

Q. Section 826 of the German Civil Code which is to the effect that "Any person who in a manner *'Contra bonos mores'* wilfully inflicts damage upon another is bound to compensate such other in respect of such damage." That practically means a person, who, contrary to public policy, damages another? A. Yes, public policy or public morals. I think public policy and public morals in a certain way at least are analogous.

Q. And that means the public policy of Germany? A. Not altogether but it is pretty near synonymous, but in speaking of German public policy we always
5340 think of the community at large whereas the term *"Contra bonos mores"* really refers to the interest of the individual as contra-distinguished from the interest of the community.

Q. In your experience, have not you found that public policy differs as time goes on? A. Undoubtedly it does and so the Court held.

Q. And that sometimes the public policy has, to some extent, been against combinations and monopolies? A. What do you mean by that—when and where?

Q. Any time in your experience? A. In this country?

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Q. I am talking about Germany now? A. I think in the early '90s there was quite some feeling against monopolies but the tendency has changed and the tenency is rather in favor of syndicates and cartels and monopolies in Germany than against them.

Q. You mean German cartels and syndicates A Yes.

Q. As distinct from foreign syndicates and cartels? A. No, as to Geman syndicates.

Q. Don't you know that there has been an attempt to pass one law against the Standard Oil Company and one against the Tobacco Company in Germany?

5342

A. I am very familiar with it. I made a special study of it and I am happy to say your premise is wrong because there was no attempt made to pass a law against the Standard Oil Company. On the contrary I have been reading the speech made by the under secretary of state in Parliament advocating the passage of the law and he distinctly stated that the law had no point whatsoever. It was not directed against the Standard Oil Company. That it was merely a revenue measure and in order to protect the German Empire, and it had nothing to do with the Standard Oil Company; and as to the legislation in regard to the tobacco trust, I think your statement is premature. I have not heard even of any such bill having been introduced.

5343

Q. Your statement involves the fact that there has been a general agitation in regard to monopolies and trusts? A. No, on the contrary, because the state wants to establish a monopoly for the sale of kerosene, a monopoly is controlled by the state for the sale of kerosene, they really intended to make it a monopoly and the tendency in the state is in favor of monopolies.

Q. In favor of state monoplies? A. Yes, in favor of state monopolies. It is a monoply controlled by the state, just like potash like in the sale and mining of potash.

5344 Q. Is not it generally true that the state takes a great deal more paternal interest in its industries than almost any other state in the world? A. Undoubtedly so, and because the state does so, there is not need of any German anti-trust law.

Q. And the state determines how things shall be done? A. In a much larger measure than here.

Q. And issues licenses to companies to do business? A. No, sir.

Q. Or something equivalent to a license? A. No. What kind of license do you mean?

5345 Q. Concessions—shall I say? A. I have never heard of a state issuing a license or concession to any private business.

Q. Does not the state give concessions to steamship companies to run into Germany and into other places? A. So far as the carrying of emigrants is concerned —there the state gives licenses. Nobody can engage in Germany under the law in the business of forwarding emigrants or in the business of aiding the forwarding of emigrants by selling them steamships tickets unless he is licensed.

Q. And in regard to preventing this also in regard to railways and other public service corporations? A. No, not to a very large extent for the reason that all

5346 the railways belong to the state with a very few exceptions and so far as the street railways are concerned they belong to the cities and there is therefore no need of licensing.

Q. In general they are run by the state? A. Run by the state and belong to the state or to the city.

Q. So that in this case there is not any need to establish any laws to take care of them? A. No. I may add that the law did not pass Parliament in reference to monopolizing the kerosene trade.

Q. I will read to you from page 11775 from the evidence of Dr. Schuster before the Commission on ship-

5347

ping rings and ask you whether you agree with him in his general statements: "Q. And I understand that in your view, applying the principles of that judgment to the shipping rings, their circumstances might be such that they might be regarded as illegal? A. That might be so under certain circumstances of the case." Is that a correct statement? A. I doubt it in view of the later decisions of the Imperial Court where the Imperial Court defined what is permissible and what is forbidden.

Q. There is not any case before the courts in Germany which involves the questions in this case? A. 5348
There have been many cases before the Court in Germany which involved just practically the same facts as are involved in this case.

Q. I mean shipping rings? A. Not only shipping rings, but other rings. I did not find any other judgment relating to shipping rings but the Blumenthal and Sloman cases but there are a good many other judgments presenting exactly the same phase as this agreement does but relating to other trades, where the Court of the Empire adopted the principle that they were permissible and I remember one was a case where they had an agreement that some of the members of the association could charge lower prices in order to fight the competition and that the loss should be borne 5349
by all the other members of the syndicate. I refer to the decision of the Imperial Court of January 2, 1909. Besides Mr. Schuster himself, said it might be so. Under special circumstances of the case, undoubtedly he is right and so far I agree with him, if the special circumstances of the case are such as to make such a ring illegal. Two things are necessary—either the acts in themselves are illegal or they are such that they are oppressive *per se*—when they make it permanently or totally impossible for any competitor to do business. A mere temporary interference or injury as the Court repeatedly held is not sufficient.

5350 Q. I refer you to a judgment of February 4th, 1897 in which the wood pulp manufacturing association was concerned: "Agreements like the one in question cannot therefore be impugned—except in a case where objection arises owing to peculiar circumstances, as for instance, in a case where it is clear that the establishment of a practical monopoly and usurious exploitation of the consumers is aimed at." You cannot say on that decision whether there had been a practical monopoly of the business of wood pulp and whether there had been a usurious exploitation of the customers? A. Undoubtedly. I would like to first object to
5351 your translation and I would like to have my translation put on the record: "Agreements of the kind in question can therefore from the standpoint of the public interest protecting the freedom of trade, only be objected to, if in a given case objections arise on account of special circumstances, particularly if the agreement is evidently intended to create an actual monopoly and extortionate exploitation of the consumers or if such results will in fact be produced by the agreement and manipulation."

Q. That is the law of Germany, as you construe it. That correctly states. Does it not? A. In a way it is the law of Germany. It is a simple statement of the
5352 Court that agreements of that kind can only be objected to if such and such is the case, but if an objection is made whether such objection will be upheld is a different subject and it depends on the special circumstances of the case.

Q. You do not mean to impugn the Court's statement of the case? A. No, I concur with the Court. It does not say that any actual monopoly would be illegal. They add the qualifying statement: "If in a given case objections arise on account of special circumstances, particularly if the agreement is evidently intended to create an actual monopoly *and the* extortionate ex-

ploitation of the consumers, or if such results will in fact be produced by the agreements and manipulations made."

Q. You would say that you agree with the Court in the judgment of the 17th of March, 1904—that the law should prohibit directly unlawful acts and that the prohibition ought to extend to all measures inflicting damage on the adversary which, according to the generally established moral conception are either altogether inequitable and unjust or appear to be so under the special circumstances? A. Exactly, that is correct. That is what I always said either an act in itself must 5354
be illegal or circumstances must be there that make the act oppressive to the extent of interfering permanently or totally with the existence of another.

Q. In a case a number of workmen in the Metal Workers' Union got together, as I understand it, and passed a general rule that no workmen other than those producing a testimonial of fitness from an agency, which they themselves established could do business in that trade. In that case the Metal Workers' Union would not give a certificate to the third person who had applied, to the particular workman on account of the fact that he had started an agitation against the Union. The Court held that that was illegal and that damages could be had. That is correct? 5355
A. No, your statement is not correct because you do not give all the facts.

Q. I have been trying to give them all? A. But the principal point of the decision is that the Court also held that this association was so favorably established by reason of its connections with the German Metal Manufacturers' Union that its denial of its certificate to the particular workman practically amounted to a refusal of work by the whole of the German metal manufacturers and for that reason because it was made impossible for the particular man to find employment

5356 not only from this association but anywhere, it is said to be illegal. I am not quite complete. I took great pains to put it in. I will read it in. Coupled with that further explanation I agree with the Court, and that is the decision of the Court. This is my translation of what was said: "According to what has been said, based upon the findings of the lower Court in reference to the effect of a denial of work by the said association, the measure amounts to a very grave interference with the economical life of the person affected thereby; for it limits and obstructs in the most far reaching manner the gaining by him of opportunity
5357 to work in a trade field which regarding the numbers of the working men therein employed stands in one of the first ranks.

Q. That is a correct statement? A. Yes.

Q. I will read to you from question 11782 the evidence of Dr. Schuster of the shipping rings—it is as follows: "In your judgment would such circumstances as these be taken into account—coercion, oppressiveness of bargain, forfeiture of large amounts in the event of a breach of contract?" A. I agree with that undoubtedly.

Q. Then if you had such circumstances as that the Court would consider them illegal? A. Not at all. It
5358 all depends on the degree of coercion and of oppressiveness and so on as defined and clearly defined in the decision of the Imperial Court. All these decisions are absolutely harmonious, there was not one decision I could find that conflicted with the others. The principle is clear that the oppressiveness or coercion must be of a certain kind. It must permanently injure the third party or totally destroy his business, but the mere temporary or partial interference is not sufficient.

Q. With that statement, you agree with the statement? A. Absolutely, with that explanation.

By Mr. Shipman:

Q. These cases you have cited in your statement are in regard to cartel agreements; a very large number of actions are enforced between the members, are they not—for breach of cartel agreement? A. I have those decisions. But I may say that outside of the decisions which have been offered in evidence I also made further examination of the German law and decisions referred to in the Courts of Appeals and the Supreme Court and I find a number of decisions which we did not hand in, but from such decisions, it appears that quite often in such cases to recover such penalties, 5360 judgment was given in favor of the plaintiff.

Q. In the decision of February 4th, 1897, in the case of the Saxon Wood Pulp Manufacturers your translation speaks of the "Extortionate exploitation of consumers." What are the German words for "extortionate exploitation"? A. "Wucherische Ausbeutung."

Q. What is the meaning of "Wucherische"? A. It means "usurious," but there is a difference in the translation, because the translation of the word "usurious" would convey a different meaning in English from what the word "Wucherische" has in German.

Q. Well, what is "Wucher," is it a crime? A. It 5361 is a crime in Germany, under the Penal Code. "Wucher" has nothing to do with the legal rate of interest as I recall it. It is the crime of using the straightened circumstances, the youthfulness, or the carelessness of another to secure to yourself advantages which are out of all proportion to the compensation paid for them. For instance, in the loan of money, that is what we call "Wucher."

Q. That is to take an undue advantage of another? A. Yes.

Q. Now, in the Sloman case that you have referred to of March 6th, 1907, these rebates were offered

5362 indiscriminately to all persons who would ship by that line—who would patronize the line? A. I believe so.

Q. That is offered to every shipper who had a like promise, who chooses to patronize the line? A. I believe so, yes.

Q. And if a shipper does not get it it is simply because he does not choose to take advantage of it? A. Because he does not come in with the business he is running.

Q. You can hardly say that it is an act of discrimination? A. I did not mean to say that it was an act of discrimination in that sense but it is an act of dis-

5363 crimination in the result.

Q. Does not the Court in this part of the opinion speak approvingly of the system of granting rebates as enabling the business to be carried on with greater stability? A. I have just read the decision: "Every ship owner is at liberty to fix the rates of freight at which he undertakes to carry goods, at his pleasure; he is perfectly free to lower the rates of freight below the amount fixed by competing lines; he may also grant any favor he likes to shippers who employ no other ships but those belonging to him, thereby enabling him to count with a regular supply of goods and thus to insure a steady business and to make the best

5364 advantage possible of his ships. It is only fair, if the defendant, by granting rebates rewards the shippers for the services done for him in exclusively using for certain lengths of time his ships for transporting their goods and thereby effectually furthering his business."

Q. I believe that you stated something in regard to there being a different sentiment along in the 90's in regard to syndicates and cartels. Do you refer to the view taken by the Court or some popular opinion? A. I refer to my personal impression and my recollection and what I read. However, my recollection and impression is very indistinct

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Q. There was nothing to show that the general policy of the country was against cartels at that time? A. I know at that time they introduced a bill to establish a tobacco monopoly in Germany but it fell through. At that time these questions were discussed freely.

Q. There is always some minority more or less that take an opposing view in every move? A. Yes.

Mr. Guiler: He did not say minority.

Q. The first decision you cite here in your statement is one of 1890 and it says that the Imperial Court then took the view and considered the public policy of the country to be in favor of cartels and syndicates to prevent underbidding? A. The Court decided that the cartels were absolutely legal.

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Q. On the ground of public policy? A. On the ground of public policy and on the ground of the laws of the statutes existing.

Q. So that the public policy must have been at that time in Germany in favor of these syndicates and cartels? A. Yes,—I do not know.

Q. The general policy of the country as adduced—? A. I do not want to say that—that the Court will construe public opinion; but the Court declared these cartels to be legal.

Q. Did not the Court in its opinion purport to state the public policy at that time? A. I may say that, yes.

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Q. There is no doubt what the public policy of Germany has been during the last ten years? A. In favor of the syndicates, because if not the industrial life of Germany would go to pieces, as Germany is now situated.

Q. Will you look at this book that I hand you. What is its title? A. "The Imperial Law regarding Emigration of June 9th, 1897, edition of P. Goetsch, Imperial Actual Counsellor of Legation in charge of emmigration matters in the Foreign Office."

5368 Mr. Shipman: I offer in evidence translation of Supplement "O" of this book, and a brief summary of Supplement "J," together with the translation of the various orders issued by the Prussian Government in regard to the regulation of emigration across the Prussian frontier and also containing certain additional papers on this subject. I offer these papers in evidence to meet the Government's claim that the passengers of the Uranium Steamship Line were improperly turned back by the German Steamship officials or agents.

5369 Mr. Guiler: I object to these papers on the ground that they are incompetent, immaterial and irrelevant to the question at issue in this case. I do not object to the authenticity of these papers on the ground that they are copies, but on the grounds mentioned that they are not material to the issue.

Marked Defendants' Exhibit No. 20.

Q. Under the German Emigration Law does a steamship company which is engaged in the emigrant business have to be concessioned by the German Government and enter into a contract and give security for the proper performance of its undertaking? A. Yes.

5370 Q. If a steamship company outside of Germany which is not concessioned by the Government undertakes to sell tickets outside of Germany to steerage passengers for transit through Germany would those passengers be allowed to pass through the country? A. They would not under the law and a ticket issued by a non-licensed company would not be recognized by the Government, therefore the passenger would not be allowed to pass through the registration or control stations established at the frontier.

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Q. Could a foreign steamship company be licensed in Germany to carry emigrants from German ports or through Germany? A. Yes.

Q. Do you know what regulations there are in Germany in regard to corporations watering their stock—are the laws stringent in that regard? A. The stock corporation law of Germany does not allow the watering of stock. Stock certificates can only be issued for cash, or in case other property is brought into the corporation before the stock can be issued then the Court will investigate and ascertain the value of such property.

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Q. Do the papers bearing out these facts regarding the value of the property have to be filed with the Court? A. Yes, and before they have been filed and approved by the Court no stock certificate can be issued and if it is issued the directors issuing the same will become criminally liable.

Q. There are heavy penalties and punishments by imprisonment for falsification in reference to these stock statements, are there not? A. Yes, for fraud and falsification in stock statements.

Mr. Shipman: I offer in evidence the list of the dividends paid by the Norddeutscher Lloyd since its organization showing also the years in which no dividends were paid.

5373

Marked Defendants' Exhibit No. 21.

Mr. Guiler: I want to object on the ground that it is incompetent, immaterial and irrelevant. Not because it has not been put in in a formal copy. I do not object to it as not properly proven, but I claim that it is incompetent to the matter at issue.

By Mr. Guiler:

Q. Have you ever been at the control stations and seen the practical carrying out of the law there? A. Not personally, no.

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Q. You know nothing about how the law is carried out there from your own personal experience—whether the law has been carried out as it exists on the books or whether it has not? A. No.

Hearing adjourned until Wednesday, March 26th, 1913, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT,

5375 SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and Others,
Defendants.

Before: Charles E. Pickett, Esq., Examiner.

5376 New York, March 26th, 1913.

Upon motion of Mr. Beers hearing was adjourned to Friday, March 28th, 1913 at 11 o'clock A. M.

UNITED STATES DISTRICT COURT, 5377

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and Others,
Defendants.

5378

Before: Charles E. Pickett, Esq., Examiner.

New York, March 28th, 1913.

Appearances:

Charles E. Pickett, Esq., Examiner.
Henry A. Guiler, Esq., For the Petitioner.
Ralph J. M. Bullowa, Esq., For the Russian East Asiatic Company, *et. al.*

Upon motion of Mr. Burlingham hearing was adjourned to Monday, March 31st, 1913.

5379

5380 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,

against

HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and Others,
Defendants.

5381 Before: Charles E. Pickett, Esq., Examiner.

New York, March 31st, 1913.

Appearances:

Charles E. Pickett, Esq., Examiner.
Henry A. Guiler, Esq., For the Petitioner.
Charles C. Burlingham, Esq., For the Anchor Line.

PHILIP A. S. FRANKLIN, sworn on behalf of the defense, by the Examiner.

Upon request of Mr. Burlingham the hearing was
5382 adjourned to Wednesday, April 2nd, 1913, at 11 A. M.

UNITED STATES DISTRICT COURT, 5383

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and Others,
Defendants.

5384

Before: Charles E. Pickett, Esq., Examiner.

New York, April 2nd, 1913.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles C. Burlingham, Esq., and Charles Burlingham, Esq., for the Anchor Line Ltd. *et. al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et. al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et. al.* 5385

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et. al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et. al.*

Mr. Shipman: I offer in evidence from the report of the Trans-Atlantic Passenger movement number 14 for the current year 1912,

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pages 2, 3, 4 and 5 being the summarized statement of the number of passengers carried by the various steamship lines—similar to the reports heretofore offered in evidence.

Marked Defendants' Exhibit #22.

PHILIP A. S. FRANKLIN, being first sworn, testified as follows:

Direct-examination by Mr. Burlingham:

Q. Mr. Franklin, you are vice-president of the International Mercantile Marine Company? A. I am.

5387 Q. That is a New Jersey Corporation? A. Right.

Q. And what is your relation with the White Star Line and the Red Star Line and all the other lines? A. Generally in charge of the business in the United States of the various lines operating under the International Mercantile Marine Company.

Q. The lines operated by the International Mercantile Marine Company are what? A. Red Star Line, White Star Line, American Line, Dominion Line; I think that is all.

Q. How long have you been vice-president of the International Mercantile Marine Company? A. Since 1903.

5388 Q. It was formed in the year 1901? A. In the early part of 1902.

Q. What has your experience been in the steamship business, taking it all around? A. I have been in the steamship business since 1891.

Q. Where? A. Started in Baltimore and then came to New York and since 1891 been in New York.

Q. What line were you connected with? A. Atlantic Transport Line.

Q. And originally that line ran between Baltimore and London? A. Baltimore and London.

Q. And later it came to New York? A. It developed a line from New York to London.

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Q. Did you come to New York with the Atlantic Transport Line prior to the formation of the International Mercantile Marine? A. I came to New York with the Atlantic Transport Line, which was about ten years prior to the formation of the International Mercantile Marine Company.

Q. You have been familiar with the business then for more than twenty years? A. Right.

Q. And have been actively connected with these various steamship lines since the last ten years? A. Since that time.

Q. And now you are the manager of these lines in this country—the head of these lines? A. Yes.

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Q. You are familiar with this Agreement "AA"? A. I am fairly well familiar with the Agreement "AA" and have worked under it since it was formed.

Q. Did you have anything to do with its drafting? A. Not the slightest.

Q. Where was that done? A. In London.

Q. You are familiar with the conference system? A. Generally familiar with the conference system.

Q. And the lines you represent are in the conference, are they? A. Right.

Q. What passenger conferences is the International Mercantile Company connected with? A. The North Atlantic Passenger Conference, the Continental Passenger Conference and the Mediterranean Passenger Conference.

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Q. Prior to the "AA" agreement, were there other conference agreements—passenger conference agreements? A. You had the same passenger conferences but the passenger conferences are different from passenger agreements.

Q. Quite so. Distinguish them? A. The passenger conferences are held in New York for the discussion of general matters appertaining to the business at large and not as to rates, and the agreements cover

5392 rates and conditions under which the business is to be conducted.

Q. And there are passenger conferences abroad also? A. Passenger conferences abroad also.

Q. In foreign— A. In foreign places.

Q. How long has the conference system been in existence? A. It was in existence when I came into the business—when I came to New York in 1891.

Q. You heard of it before, I suppose? A. Yes.

Q. You say you have operated under this agreement "AA." Just prior to the signing of that agreement in February, 1908—I think it was—February
5393 5th, 1908—what was the condition of things in the steamship business? A. A very serious rate war had been in existence.

Q. For how long? A. I would say, about six or eight months—I believe longer than that.

Q. Did you take any part in that? A. I took part in it and I was at that time representing the lines in the United States.

Q. Describe in a general way what the situation was? A. The situation was such that the rates for third-class passengers were reduced to a basis of ten dollars and in some cases as low as $7.50, which rate included not only the commission but the head tax
5394 which was paid out to the Government—being an absolutely demoralized condition of affairs.

Q. It is hardly necessary to ask whether there was any profit in such business? A. That meant that the third-class business was carried at a very serious loss.

Q. Do you know what led to the formation, or the execution of this new agreement in 1908? A. Well—it was unreasonable for the lines to continue such a ruinous fight.

Mr. Guiler: I should think that Mr. Franklin should state the facts instead of characterizing them. I object to the way he has stated it.

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Mr. Burlingham: State, if you know, what led to the formation—to the execution of this agreement? A. The very natural result of conducting the business in that chaotic state.

Q. What do you say, from your experience, as to the necessity of agreements of some form in the steamship business?

Mr. Guiler: Objected to as calling for a conclusion.

A. I do not see how the steamship passenger business can be conducted satisfactorily without agreements, just as any other transportation business. It 5396
requires agreements.

Q. Explain that more fully? A. Our first and second-class agreements are no more than the arrangements under which the railroads are working in the United States.

Q. Give an instance? A. We simply establish minimum rates for certain specified steamers—specific steamers, exactly as a railroad does from New York to Buffalo; in one case the Lehigh Valley, in the other case the New York Central and in another case a better train on the New York Central. They merely establish a rate based on the efficiency of their service, length of time required, and the train service which 5397
they are offering.

Q. Do you say that the business of the steamship transportation is analogous to that? A. As far as I can see it is exactly the same.

Q. I direct your attention to this question, what is the necessity of agreements?

Mr. Guiler: Same objection.

A. The necessity is exactly the same as the necessity in the case of the railroads. If the railroads or the steamboats did not have these agreements all the

5398 best trains would get all the business and the largest steamers would get all the business and it would mean the survival of the fittest and the man who could put out the greatest number of steamers could control the business.

Q. Have you been referring to all kinds of passengers? A. I have been referring particularly to the first and second-class business because I refer to the minimum rates, but the same line of argument applies to the third-class business.

Q. I want to know what, generally, in your opinion, is the reason for establishing a system similar to "AA"
5399 for third-class passengers? A. If we did not have an agreement similar to "AA" the line that could put in, from year to year, new steamers, would gradually absorb all the business. The agreement "AA" gives and retains for the weaker lines their share of the business that they have established.

Q. How? A. By an agreement under which the business—if one operating under the agreement is exceeding his fair proportion of the business he has to advance his rates and thereby reduce the movement over his line.

Q. Give us a more particular instance of that? A. It is being done all the time. There is no particular
5400 case.

Q. You do not have the same system for the first and second-class passengers? A. No, the same system has never been adopted for the first and second-class passengers as for the third-class passengers. The conditions are absolutely different. The first and second-class passengers are entirely guided by the time they have to sail, the steamer offering at that particular time, the accommodation they can secure, the amount of money they want to pay, whether they want a bath or without a bath and things of that kind. The third-class passengers are more or less going to and

from the same places and they are controlled more by agents. They go in larger groups and they can be influenced to one steamer or another.

Q. Is there a difference in the time of the year in which the first and second-class passengers and the third-class passengers travel? A. As a matter of fact, the tide is practically the other way between the first and second-class passengers who leave here—New York—in large quantities in May and June, which is the time when the third-class passengers are coming over in large quantities—during March, April and May.

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Q. This agreement "AA" is a pooling agreement—Contains a pooling element, doesn't it? Is that essential to the agreement? A. I regard that as absolutely essential to the third-class business.

Q. When you have spoken of the necessity for some agreement, did you have in your mind the necessity of a pooling agreement? A. Yes, for the third-class passenger business.

Q. Without such an agreement, what would happen? A. Without such an agreement it would be very difficult to control the agents and the result would be the demoralization of the rates which would mean the survival of the fittest and the elimination of the weaker lines.

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Q. Why could you control the agents better? A. Because if the lines are not working all together under a very comprehensive agreement, the agents would be endeavoring at all times to take advantage of people.

Q. This agreement "AA" has a provision, has it not, for the payment of four pounds as compensation; is that so? A. That is right.

Q. What is the object of that? A. The object of that is no one line—it would not be to the interest of any one line to try and corral all of the business or a much larger amount of the business than it is entitled to.

5404 Q. Is the object of that to raise rates? A. To force the lines to raise rates when they have secured their proper percentage.

Q. Is the object of that provision to raise rates generally? A. No, to maintain the business on a fair basis.

Q. What does that four pounds represent? A. It does not represent anything.

Q. It is an arbitrary figure? A. Yes.

Q. Or something that reduces cost? A. It is an arbitrary figure.

5405 Mr. Guiler: Why doesn't he explain what it is?

Mr. Burlingham: It is in the agreement.

Mr. Guiler: It is not clear what it is for.

Mr. Burlingham: He has explained what it is for.

Q. Now, Mr. Franklin, is competition excluded by this agreement, in your opinion?

Mr. Guiler: I object to that question, Mr. Burlingham.

Mr. Burlingham: Why?

Mr. Guiler: As calling for a conclusion and not for a fact.

5406 Mr. Burlingham: Very well, we will withdraw the question.

Q. What is the effect of agreement "AA" as regards competition?

Mr. Guiler: The same objection.

Mr. Burlingham: That is a fair question—go ahead.

A. No effect.

Q. What do you mean by that? A. Competition is just as keen as it was before.

Q. Explain that? A. Each line is just as anxious to secure as many passengers as they possibly can and also to offer a service to the agents and facilities and accommodations, to the agents, so that they will be always securing the business from the agents.

Q. What class are you referring to now? A. Third-class.

Q. What is the situation in regard to first and second-class passengers? A. The first and second-class competition is just as keen as it can possibly be. We are all obtaining new offices and new agencies for business all the time.

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Q. You are referring to competition with the outside world or inside world? A. I do not know what you mean by inside or outside.

Q. Outside the conference? A. Oh, yes, with the conference just as much as anybody else.

Q. The agreement provides for certain percentages—has that changed at all? A. That I do not know.

Q. Is that a matter determined on the other side—in Europe? A. Determined on the other side.

Q. You are familiar with the steerage rates, of course, and have been for the last twenty years? A. Yes; I would not say for the last twenty years. I have been since 1902 or '03.

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Q. Has there been a change in the rates? A. Barring war times the rate—

Q. You mean rate war times? A. Rate war times—the rates have been practically the same.

Q. Has the cost of operation changed at all? A. The cost of operation has increased in the last three years tremendously.

Q. To what lines do you refer? A. I refer to every line and every class of passenger and every part of the business—in connection with every class of passenger and every part of the business.

5410 Q. Be a little more specific, please? A. In the first place the cost of construction has greatly increased. The wages have all been increased both ashore and afloat. The cost of food stuffs, supplies, coal, oils, everything that a steamer consumes in the conduct of transportation have all increased.

Q. What about the accommodations, have they changed at all in the last ten years? A. As far as the third-class passengers are concerned the Government regulations in the various countries have increased the amount of space and the nature of the accommodations—the character of accommodations which we have
5411 to give the third-class passenger and also the competition among the lines has resulted in their now having dining rooms as well as being served by stewards, whereas formerly they brought their own cooking utensils aboard and cooked their own food supplies.

Q. How about the rooms? A. The rooms—instead of the open steerage as formerly, which were much more economical for the carriage of the third-class passengers, the competition has resulted in the passengers being given in many cases rooms.

Q. You are referring to third? A. There is no regulation regarding either first or second-class passengers, because the room they have is greatly in ex-
5412 cess.

Q. You spoke of the increase in the cost of construction. Can you state more specifically what the increase in the cost of construction has been? A. The increased cost, both in the increase in the cost of material and on account of the much better accommodations which we have to give the passengers, has resulted in an increase in the cost of the steamers of about somewhere from fifteen to forty per cent, and further, the class of steamer has so materially changed that twenty years ago we were paying 250,000 pounds for a steamer for which we are now paying 1,500,000

pounds. I might say 250,000 pounds to 400,000 pounds.

Q. The type of steamer has been improving steadily, has it? A. The traveling public are all demanding a very materially improved and new type of steamer.

Q. How about the steerage passengers, do they have a voice? A. Steerage passengers would not travel by the line if the line did not give them an improved type of steamer.

Q. In your opinion, have these agreements—passenger agreements—had any effect in regard to the development of steamships? A. If the condition of affairs such as prevailed in 1907 had continued— 5414

Q. Meaning the rate war? A. During the period of the rate war or during any other disturbed conditions, it would have been impossible for the lines to make their financial arrangements to provide for construction, excepting those that were much more strong; that is, that did not have to consider that feature of the situation.

Q. Please explain that? A. If your earnings at a certain period are extremely bad and you are operating practically at a loss and you are not setting aside any surplus for depreciation—for the construction of new steamers, it would be very difficult to find the money and therefore you will hesitate about making the contract to build a new steamer. 5415

Q. One of your lines is the American—those vessels are under the American flag? A. Right.

Q. How many steamers are there in that fleet? A. There are four steamers operating under the American Line: The St. Paul, St. Louis, New York and the Philadelphia.

Q. They run from here to Southampton? A. Plymouth, Cherbourg and Southampton, carrying mails.

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Q. What do you say as to the effect on that line of a rate war—a period without agreements among the lines? A. The effect upon that line would have been—a continuation—a rate war would have been a very serious proposition for that line to fight—to have faced.

Q. Why? A. Because it is not a profitable service now and under these conditions they would be running at a very heavy loss.

Q. Have any of the steamship lines succumbed—gone out of business during your time? A. None of the prominent carrying lines have gone out of business since I have been connected with the passenger trade.

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Q. Is there any heavier burden on the American Line than on a foreign owned line? A. The cost of a boat is about forty per cent greater if built in an American yard and the cost of operating it is about thirty to thirty-five per cent greater.

Q. Is that statement you make in regard to the cost of operating based upon your own investigation? A. It is based upon our experience and it is also the result of the investigation of the United States Government under the Gallinger Commission.

Q. Have you had the means of comparing in your business the cost of operation of these American steamers with other steamers of a similar type? A. You see that every day.

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Q. I mean in your own business? A. Oh, yes.

Q. There have been steamers of the Red Star Line more or less like the American Line boats? A. No, not the Red Star Line. We have had other steamers.

Q. The petition here charges that these companies—defendant companies—that they established or attempted to establish a monopoly. From your knowledge of the business of the last twenty years and of the present existing conditions is there any monopoly in the business?

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Mr. Guiler: I object to that. That is the very matter at issue here. Mr. Franklin should not answer that question. I object to that and if it is answered I will ask to have it stricken out. It is not a matter of fact. It should not be testified to by Mr. Franklin. Also, on the ground that Mr. Franklin is not qualified to give an opinion on such matters.

A. No, the ocean is absolutely free.

Q. Is there any tendency towards monopoly? A. No, there is no one line that could monopolize.

Q. What? A. No.

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Q. What, in your judgment, would be the effect of an absolute doing away with this agreement and of similar agreements? A. It would be a question entirely of the survival of the fittest. It would mean that the man who could build the greatest number of new steamers could control a greater part of the business and the weaker lines would have to drop out of the business.

Q. You have used the expression several times this morning "the survival of the fittest;" what do you mean by that? A. I mean that the weaker lines could not compete with the stronger lines, and the stronger lines would finally get control of the weaker lines, or the weaker lines would have to drop out of existence entirely.

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Q. By the "fittest" then, you mean the strongest and most powerful? A. The strongest and most powerful.

Q. Mr. Franklin, you have spoken of the situation of American vessels under the American flag; apart from this view that you have expressed as to the effect of a condition without agreements of any sort, tell me what the situation of the American owned vessels would be, the American vessels under the American flag without agreements; I mean are by the American

5422 vessels, under the American flag, in any different situation from any other weaker line; are they peculiarly open to attack?

Mr. Guiler: Objected to as conjectural.

A. It would be more difficult for a steamer built in America under the American flag to compete with a foreign flag steamer without an agreement, because the American steamer is operating under a very great handicap at any rate.

Q. Such as you have described? A. Such as I have described; in the cost of construction and cost of
5423 operation. Now, if she has got to be under a further handicap it is an absolutely impossible proposition.

Q. The American line receives certain funds for carrying the mails, from the Government, does it not? A. I know, but after all this question, I don't know whether this is—

Q. Go ahead? A. This question comes down to the matter of how you can invest your capital. You could not expect any American investor to put money in American built steamers operated at greater cost and greater—costing more money and costing more to operate, and realizing that she had to go into a competition with no agreement against the foreign constructed
5424 steamer, a steamer built abroad at less cost and operating at less expense. Nobody would invest any money in a proposition of that kind.

Q. Then, if I understand you, the agreement is essential to the operation of the American line?

Mr. Guiler: Objected to as a conclusion and the matter in issue.

A. As I have testified before, an agreement, in my opinion, is essential to the operations of the steamer, whether under American laws or foreign laws—under the American flag or the foreign flag—

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but the American flag is at a greater disadvantage than the foreign flag under all the circumstances.

Q. In other words, as I understand it, you say it is essential in every case, but it is more essential for the American than under the foreign flag?

Mr. Guiler: Same objection.

A. Much more.

By Mr. Spooner:

Q. When was the St. Paul and her sister ships constructed? A. They were constructed in about 1895. That is, they were put in commission about 1895.

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Q. When was the Hanna-Payne subsidy bill—do you remember what year that was pending? A. In 1894 and 1895.

Q. It was stated at that time that it cost, as I recollect it, twenty-five per cent more—it was stated at that time it cost twenty-five per cent more to build a ship in an American yard than it cost to build the same ship in any foreign yard? A. In my opinion that was an under-estimate.

Mr. Guiler: I object to this question and any subsequent questions and answers along this line as incompetent, immaterial and irrelevant, and ask to have them stricken out, the only question at issue here being whether the defendants have combined and conspired to restrain and monopolize trade.

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Q. It was stated that it cost thirty-three and one-third per cent at least, more to operate a ship under the American flag than it did a ship of corresponding tonnage under a foreign flag? A. That is about correct.

Q. Since that time, as I understand you, the difference in cost of constructing a ship in the Ameri-

5428 can yard and the same ship in a foreign yard has increased? A. No, in my opinion, it has not increased; I may be wrong, because I say that at that time it would have cost more to construct in an American yard than twenty-five per cent; previous it would have cost about forty per cent—it would have cost about forty per cent.

Q. You think it would? A. At that time.

Q. And to operate it you think the difference would be more than—it would cost more to operate it? A. It would cost to operate it about thirty-five per cent.

5429 Your statement on the operation was about correct, thirty to thirty-five per cent.

Q. Then the American ship starts out as against a ship of corresponding tonnage, or vessels carrying the register and flag of another country, would be handicapped seventy-three at least, per cent? A. Well, you can hardly add the two, for the reason that in your thirty-five per cent you have taken a lot of the charges which follow on account of the increased cost, such as increased insurance, increased depreciation and inreased interest.

Q. You are speaking now as compared with 1899 and 1901 and 1902? A. No, I am speaking that you cannot add the forty and the thirty-five, making it

5430 seventy-five per cent more; the two are absolutely distinct.

Q. What is the gross difference in your opinion? A. The gross difference—

Q. The real handicap? A. The real handicap you could put it down at thirty to thirty-five per cent.

By Mr. Beers:

Q. Mr. Franklin, from your experience in the steamship business, do you think it possible for passenger lines to be run on the North Atlantic route now in a manner which would conform with statute in the

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United States and England and which would conform to the requirements of the public unless passenger rates are relatively stable? I mean, for any considerable period of time? A. You could run them, but you would be running the risk of incurring heavy losses; therefore, it depends upon your financial arrangement as to how long you could run them.

Q. Could passenger lines now operating in the North Atlantic be run for any considerable period of time in the manner that the public now require unless the passenger rates were relatively stable? A. Those of the stronger lines that have large interests elsewhere could be run indefinitely, but the weaker lines depending upon the results of operating across the North Atlantic would have to drop out unless reasonable and stable rates were maintained.

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Q. Is there any method by which reasonable and stable rates—passenger rates—can be maintained on the high seas, except by agreement of some sort between the lines? A. Not in my opinion.

By Mr. Guiler:

Q. You mean agreement between the lines? A. Between the various lines.

By Mr. Beers:

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Q. When you speak of the additional cost of operating ships registered in the United States, have you in mind the United States statute regulating the operation of ships and the officering and manning of ships? A. I have in mind the ship built in the United States, operated under the United States flag, and running in the mail service, carrying passengers, freight and mails, across the North Atlantic, coming under the 1891 Act.

Q. What is required in reference to the officers and seamen—changed conditions—from what would be

5434 required in foreign registered ships? A. Steamers built and operated under the American flag, running under the 1891 Act, require that all the officers be American citizens, all officers and engineers be American citizens, and at least fifty per cent of the crew be American citizens; therefore, they carry the American scale of wages right straight through the entire ship.

By Mr. Burlingham:

Q. And these four boats that you have spoken of are run under that Act? A. The four boats we talked
5435 about were under that Act.

Q. Has the maintenance of stable rates in steerage passenger business any effect on freight conditions and cargo shipments from this country, and if so, what? A. Well, if you did not have a stable situation regarding the passenger, both first, second and third-class rates, and you have a demoralized condition of affairs there, you would have to try to make up your earnings in some other direction, and, therefore, you would have to try to get your freight rates up, the result being that reasonable and stable passenger rates enable the steamers to carry freight at lower rates than they might otherwise have to insist upon.

5436 Q. Apart from the lowness or highness of freight rates, that is, rates for the transportation of cargo, what do you say as to the importance of maintaining stable freight rates for merchants and manufacturers and shippers?

Mr. Guiler: Objected to as incompetent, immaterial and irrelevant, freight rates not being involved herein.

A. Stable freight rates are much more satisfactory as a rule, to merchants than the demoralized freight rates, so that a merchant booking his cargo one day

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may have to pay more than his competitor the following day, and, therefore, his competitor would be at an advantage in his sales abroad.

Q. Generally speaking, the cargoes that we send from this country are coarser cargoes than those that we receive here? A. The bulk of the cargo that moves from this country is of a coarser nature than that which is imported.

Q. Take, for instance, the movement of steel rails, grain, flour? A. Grain, cotton, steel rails, oil cake and other food stuffs, raw materials.

Q. Many of these articles are sold on the exchanges, are they not? A. They are. 5438

Q. I want to confine my question to the effect of stable passenger rates on freight rates, what it is? A. The stable passenger rates result in regular—the maintenance of regular transatlantic sailings which are very beneficial to the merchant, both the exporter and the importer. It enables him to have a regular weekly sailing to many places where otherwise he would not have, and if you had the demoralized passenger situation you would be very apt to reduce your sailings and thereby interfere with the regular ebb and flow of freight traffic.

Q. I suppose you carry in these large express steamers here more or less freight, don't you, cargo? 5439
A. The large express steamers carry a fair quantity of the higher class of freight.

Q. Do you attribute the improvement in the quality of steamers in any part to the system that has been established here in the last few years?

Mr. Guiler: Objected to as conjectural and as calling for opinion and conclusion.

A. The present magnificent steamers would probably not have been constructed if it had not been for the passenger agreements that existed from time to time.

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CROSS-EXAMINATION by Mr. Guiler:

Q. Now, Mr. Franklin, you were speaking sometime ago about the four pounds which are paid into the pool by the line in excess of its share. Now, do you say now that a line can indefinitely go on being in excess and increasing its carrying irrespective of its percentage? A. The spirit of the agreement was that the lines should not carry more or less; that the lines should carry about in accordance with their percentage.

5441 Q. And should maintain that percentage practically intact as far as it is possible? A. The object of the agreement was that the lines should maintain that percentage as closely as possible.

Q. And measures would be taken by the other lines if it did not maintain that percentage as closely as possible? A. The other lines would expect the line that exceeded its percentage to increase its rate.

Q. So that you would not say, would you, that a line could go on increasing to such an extent and paying in this $20 into the pool until it took away practically all, or nearly all, of the business from the other lines? A. The very object of this agreement is to avoid the stronger lines taking away, or attempt-

5442 ing to take away, all of the business from the weaker lines.

Q. That is, a line should not—a line has really, then, no incentive to go beyond its percentage, has it? A. A line has the incentive to go beyond its percentage, because it would like to carry as many people as it could, but if it continued that policy any length of time the other members of the agreement would raise very strong objection, and I think the agreement gives some right to arbitration, but I have forgotten that, as a remedy.

Q. Then there is a certain point in this—the lines may reach a certain point where they cannot go any

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further in increasing their carryings under this agreement? A. The lines have not the right of increasing their carryings indefinitely—

Q. I mean the particular line? A. Any one line increasing its carryings far beyond its percentage under the agreement would be requested by the other parties to the agreement to increase its rate with the view of stopping the movement of traffic over that line and throwing it to the weaker lines.

Mr. Spooner: To prevent monopoly?

The Witness: To prevent monopoly.

Q. There is a certain rate, is there not, provided for in this agreement below which these lines cannot go, a minimum rate? A. There is a minimum starting rate. I don't know how that is in each case, but there was a minimum starting rate in the agreement. 5444

Q. And the line could not in order to increase its carryings go below that certain minimum, could it? A. My understanding is the lines cannot go below the minimum rate mentioned in the agreement; but that is covered by the agreement.

Q. You would say, Mr. Franklin, that this question and answer are correct? This answer is to a question put to you by Mr. Hardy, at page 599 of the investigation of the so-called shipping combine. In talking about the line going into the plus or the minus in the pool; the question is: "It is not to the interest of a company to reduce below this minimum anyhow, is it? Mr. Franklin: It is not to the interest of anybody to reduce below that minimum. Mr. Hardy: For the simple reason that if they are not getting their share of the freight and passengers, they are getting their share of the money? Mr. Franklin: Yes; if they are not getting their share of the freight they are getting their share of the money. The point I wanted to bring out was that if they are not getting their share of the business, although they are getting their share of the 5445

5446 *Philip A. S. Franklin*

money, the man who is getting an excess of business is putting out more money and effort, and he is using that capital and getting no return on it." That is correct, is it? A. It applies to an entirely different proposition. It applies to the freight business; cargo, as applying to freight.

Q. I think you were talking about the passenger situation? A. No, the thing does not apply in the passenger business.

Mr. Bullowa: Mr. Guiler, will you state what paper you are reading from?

5447 Mr. Guiler: I did state.

Mr. Bullowa: Will you state again?

Mr. Guiler: Page 599 of number ten of the hearings before the committee on the Merchant Marine and Fisheries of the House of Representatives.

Mr. Bullowa: Is that an official document, Mr. Guiler?

Mr. Guiler: Certainly it is.

Mr. Bullowa: Won't you have it marked so that we may have it in the record?

Mr. Guiler: No, I shall not have it marked. I am asking for his recollection.

5448 Q. Now, Mr. Franklin, I ask you now if that question and answer or those questions and answers, are correct? A. Will you kindly have the questions and answers read?

Q. I was just asking if your testimony before the committee, which I have read to you, is correct? A. It is correct, yes.

Q. Now, it is a fact that when a line is minus in the pool that four pounds is paid for every passenger that that line lacks of its share, isn't that right; it is paid by the other lines? A. Well, the excess line pays into the pool and the line not carrying its percentage receives from the pool.

Q. The four pounds? A. Whatever the proper amount is.

Q. You said it was fixed at four pounds, didn't you, sometime ago? A. That is my understanding.

Q. So that whether a line carries its full percentage or not it gets that four pounds for each passenger that it lacks? A. It receives a compensation for the passengers that it has not carried, considering its percentage; but if it did not immediately force a situation which would put it in a position where it would carry its fair percentage the next time they came together to complete an agreement they would be very apt to be told that as they had not been able to show that they could carry that percentage that they were not entitled to the said percentage; therefore, every line is keen and anxious to carry its proper percentage, and that is where the competition comes in. 5450

Q. Now, on that statement there is nothing in the agreement which would induce the line or make it possible for the lines, members of the conference, to increase their percentage, is there? A. As I remember the AA agreement, there is nothing during the life of that agreement which gives the line any right to secure an increased percentage; but, if during the operation of that agreement it was clearly demonstrated that one line had a percentage of their own far in excess, or far below what it was entitled to, before that agreement could be continued it would be very difficult for either one of those lines to maintain their present position. 5451

Q. That is, the other lines would be apt to— A. Insist upon an adjustment.

Q. Insist upon an adjustment? A. Yes.

Q. What do you mean by an adjustment? A. I mean to say if a line was entitled to four per cent in the pool and it demonstrated clearly that it could only

5452 *Philip A. S. Franklin*

carry three per cent, when the time for renewal came around it would be very difficult for it to maintain its position and demanding more than three per cent and vice versa.

Q. But the spirit of the agreement as it has been carried out is that the lines should carry their particular percentage and no more and no less, is that the idea? A. That is the spirit of the agreement. I think that it is so worded in the agreement.

Mr. Bullowa: Will you note on the record Mr. Guiler is examining the witness from the
5453 report of hearing before the committee on the Merchant Marine and Fisheries?

Q. Now, Mr. Franklin, you have stated as I remember it that there is competition between the lines members of the Agreement "AA" is that so? A. Yes.

Q. Now, does that apply to all the lines that are members of Agreement "AA"? A. In my opinion, yes.

Q. Does it also apply to the Hamburg American Line? A. The competition between the Hamburg and the other lines?

Q. Yes? A. Oh, yes.

Q. Didn't you state on page 641 of volume ten of
5454 the committee on Merchant Marine and Fisheries, as follows—this question that was put to you—"Mr. Humphrey: To put the question in another way, the Hamburg American in its field today has no active competitor, has it? Mr. Franklin: It has competitors on all its through business and indirect business and that sort of thing, but between its main North Atlantic ports it has no active competitor." That is correct, isn't it? A. I am talking entirely in that case on freight, and Agreement "AA" does not cover there, and it covers the passenger business and the passenger business is in very large per cent destined to other

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points than Hamburg. In other words, it is through business.

Q. I want to know if that statement is correct that you gave there? A. It is correct as far as the freight destined to Hamburg is concerned. That is what it meant.

Mr. Bullowa: I don't think you should take part of that testimony; the whole thing goes together.

Q. Now, Mr. Franklin, in your experience how many vessels have you placed out for building in the United States or contracted for yourself for building in the United States? A. When I was general manager of the Atlantic Transport Line in 1899 and 1900 we let contracts for six vessels; those are the only vessels I have had anything to do with in construction.

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Q. Did you have anything to do with figuring out the cost of those vessels? A. A great deal to do in figuring out the cost of those vessels, also the cost of similar vessels to be constructed abroad at the same time.

Q. Did you figure them yourself, or did you have them supplied to you by others? A. Our people of the company figured them for us.

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Q. You had no personal experience in figuring them out yourself, had you? A. I didn't do the actual figuring; I saw that they prepared the figures.

Q. You were relying on somebody else who was doing the figuring for you? A. Of course, we were; the details of the figures themselves.

Q. You did not superintend the building of those vessels, did you? A. I did.

Q. You mean you actually superintended the construction of them yourself? A. The superintendent of those vessels, the man who actually superintended the construction, reported to me.

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Q. Didn't you give them out to some shipyard to build for you? A. Some of them were built on a percentage basis, and some on a contract basis and they were all inspected regularly by us.

Q. Not by you? A. By the superintendent who reported to me and I saw them from time to time.

Q. So that you had no personal experience in the actual building of vessels, or any actual figuring of the cost of building? A. I saw those vessels from time to time during the course of construction; I was generally in charge of the construction of the vessels.

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Q. I said you did not do the actual figuring of the cost of the vessels, did you? A. I am not an accountant.

Q. I want a direct answer to that, if you can, Mr. Franklin, and I think you can? A. Certainly we did the actual figuring.

Q. (Question read as follows): So that you had no personal experience in the actual building of vessels, or in the actual figuring of the cost of building? A. I had a great deal of personal experience in the actual figuring of the cost and construction of the vessels, because the people who figured the actual cost and inspected the vessels during the course of construction and any alterations, were all reported to and were under my supervision, reported to me.

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Q. You were not running the shipyard which built the vessels, were you? A. I was not running the shipyard which built the vessels, but I was running the people who were looking out to see the vessels were built in accordance without contract.

Q. Have you had any experience with the actual supply of vessels, figuring out the cost of supply and so forth, and maintenance details? A. I have had experience in figuring out what it cost to operate certain vessels in certain trades and what the cost of operation in those trades, and the cost in the trade

when we are chartering or fixing vessels in other places.

Q. But not in the North Atlantic trade? A. I have had in the North Atlantic trade the detailed cost of operating the vessels in every department put before me for years and the comparison of one year versus another year.

Q. You superintended the maintenance of the vessels and the maintenance of the cost and so forth, but you did not do the actual supply work yourself? A. I did not inspect supplies as they were delivered to the vessel, but appointed a man to do that who reported to me. 5462

Q. In other words, you did not do the purchasing of the supplies yourself, did you? A. I did not personally do the purchasing of the supplies, but the man who purchased the supplies was appointed by me and reported to me.

Q. Now, you say if a rate war should supervene amongst the various lines you feel that the result would be some of the weaker lines would have to go out of business, is that true? A. I do.

Q. Now, do you see anything particularly wrong with a line that is not able to maintain itself in the business, to maintain business in competition with other lines going out of the business; what is particularly wrong about that line going out of business? 5463
A. If the results from operation do not justify the continuing in business I think it is the right thing for them to get out of the business.

Q. That is, if they do not maintain that they ought to stay in it they ought to get out? A. If they cannot make money in the business they had better get out.

Q. And they had better get out and let the stronger lines take the business if they can, isn't that right? A. That is entirely a matter for the owners of that line to decide.

5464 Mr. Burlingham: You mean the weaker line or the stronger line?

The Witness: The weaker line.

Q. What I mean is, you do not believe in the stronger lines supporting lines which have no right to exist, do you, on the basis which you have previously stated here? A. It is not a question of the lines not having a right to exist; it is a question of their financial arrangements, their earning capacity, and whether or not they can exist; they will have the right to exist.

Q. They have the right to exist, but have the ability to exist, I will change it to that, without the assistance
5465 of others? A. It is purely an economical proposition.

Q. I know; that is why I asked you; I want the benefit of your experience on that proposition.

Mr. Burlingham: You want to know if he is in favor of monopoly?

Mr. Guiler: No.

A. I think everybody has the right to exist if they possibly can.

Q. I want to know whether you think that fifteen steamship lines, we will say, should support four others which are admittedly weak and which admittedly could not exist without the support of the other
5466 fifteen? A. They could exist if reasonable and fair rates were maintained; but if the stronger line wished —or the stronger interests—wished to reduce their rates to an unreasonable basis with a view of eliminating the weaker line they might not be able to continue to exist.

Q. You say that in the strife of competition which would be induced by a rate war those other lines which I have mentioned, those four other lines, probably could not exist? A. If the rate war continued for any length of time the result of their operation might be such a loss that they would have to be sold

and drop out. That has been the history of other lines in the past.

Q. Do you find that in the trade today there are enough or more than enough vessels to take care of it? I am referring to the three classes of passenger trade principally? A. There are enough vessels in the trade today to take care of three classes of business. If the business increased the steamers would have to be increased.

Q. Yes, but don't you find that for the last, say twenty-two years, there has been a tendency to build more and more vessels as time went along? A. There is a great tendency to build very much improved ves- 5468
sels, as demanded by the travelling public, and, of course, the number of vessels would increase, has increased and will increase as the general trade increases offerings for those vessels.

Q. But during that same time that increase in the construction of vessels has continued do you find that at all times the number of immigrants has increased in proportion to the number of vessels, the carrying capacity of the vessels? A. The number of emigrants moving backwards and forwards across the Atlantic varies year by year. A year of great prosperity in this country will bring in a great many more immigrants and a year of depression in this country will result 5469
in many more immigrants going home. Now, the figures all show that immigration rises and falls in accordance with the conditions in this country.

Q. So that some years there are a far greater number in capacity of vessels than in proportion to the number of emigrants, is that right? A. At certain seasons of some years the vessels have a larger capacity than the number of emigrants moving at that time.

Q. I am now referring to the period twenty years back, take your experience twenty years back? A.

5470 *Philip A. S. Franklin*

You have got to take the period; you have got to take the different seasons of the year.

Q. I am averaging those twenty years? A. You must take the season of the year because there are certain times of the year when third-class passenger accommodations are not half filled and you are using them for freight.

Q. I mean admitting all of that there have been some years that were better than others? A. There have been some years when the immigration has been very large and other years very much reduced.

5471 Q. Do you remember what was the situation in regard to immigration about 1907, just prior to the agreement "AA"? A. I think—my recollection is—that the spring of 1907, was a fairly good year, but not a very big year.

Q. Do you find that in the trade of these passenger vessels that the passenger situation control the freight situation? A. The passenger situation does not necessarily control the freight situation. If the passenger business was particularly bad it might result in a reduction of sailings and thereby reduce the freight service, that is all.

5472 Q. That is, in some services from your experience you have found it to be a fact that the freight carrying of the vessels is to a great extent disregarded where the vessel is essentially a passenger steamer? A. There are some services where the freight situation is a very secondary one, a secondary consideration.

Q. Don't you think that that is so in regard to the passenger services of the North Atlantic? A. I would say generally speaking no; but there are certain steamers in the North Atlantic where the freight feature is of really no importance, but when you talk of the trade as a whole it is rather a different thing.

Q. You would take the situation to Hamburg, Breman and Antwerp and Liverpool and London;

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now, that situation, there the passenger service controls, does it not? A. Not in every case. There are some services running across the North Atlantic that carry no passengers.

Q. I mean where you have a vessel carrying passengers and also freight, the passenger vessels in those services control—do they not? A. There are certain steamers that in the Liverpool, Hamburg and Bremen trade, that are operated practically entirely for their passenger business, and the freight business a very small factor. There are other steamers in those particular trades that are operated for their freight purposes and passenger business is a small factor.

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Q. Now, take the Mediterranean trade, what do you find in regard to the passenger and freight situation there? A. The Mediterranean trade is, as far as the larger lines are concerned, you might say practically a passenger service.

Q. So that in that trade the freight is to a great extent disregarded, is that right? A. It is impossible to say that it is disregarded. We are just as anxious to get freight as we can be; but it is not the important factor that the passenger business is, and the steamers are run for their passenger business.

Q. The rates you have stated for third-class passenger trade have been practically stable for the last ten years, is that right? A. Barring certain times of rate war they have been more or less stable for the last ten years.

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Q. That has been, has it not, more or less, the result of agreement "AA" and other subsidiary agreements, has it not? A. It has.

Q. And that state of affairs then has been by agreement between the various lines who were members of the "AA" agreement? A. Whenever the agreements existed.

Q. Yes. And the rates both under "AA" and under the first and second-class agreements have been

5476 fixed also by agreement, have they not? A. They are all fixed today by agreement.

Q. But they have been, have they not since those agreements have been in effect? A. They have been practically since 1908.

Q. The number of vessels upon the North Atlantic trade sailing under the American flag are very small, are they not? A. Very small.

Q. What proportion of those vessels would you say are American vessels? A. You mean on the North Atlantic trade?

5477 Q. Yes. I mean running between here and London and Liverpool, Hamburg, Bremen and various other points? A. You don't take in the Mediterranean?

Q. Yes? Take that in? A. It would be purely a guess on my part; it would be a very small per cent on account of the regularity of the American Line's service; they make a good many voyages.

Q. Practically the American Line is the only third-class passenger carrying line under the American flag, is it not? A. It is the only third-class passenger carrying line as a line, but the Red Star Line have two steamers, the Finland and Kroonland, they carry first, second and third-class passengers to Antwerp. There are only six steamers carrying the American

5478 flag carrying passengers across the North Atlantic.

Q. You believe then, to come back to another subject, that without agreement "AA" there would be several lines that could exist and could take care of passenger business upon the North Atlantic? A. I would not express any opinion as to how many lines could continue without that agreement.

Q. What lines did you have in mind? A. I haven't any lines in mind.

Q. You would not nominate what you term the strong lines that would exist? A. It would depend upon the financial position of the line.

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Q. But there would be several of them in your mind that could exist irrespective of the agreement "AA"? A. Some of them are bound to exist.

Q. About what proportion of them would you say? A. I could not say, because I don't know enough about their finances, their committments and how economically they can carry their business.

Q. But you feel that in your opinion there would be some lines that could exist irrespective of "AA" whether it existed or not? A. I am going by past experience, as in the days of very fierce competition there were certain lines that had to drop out, and I take it for granted there are others that would have to do the same if the situation should revert to that condition.

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Q. But there would be some that could continue; I think you mentioned "the survival of the fittest"? A. There is no doubt in my mind that there would be some that could continue and would continue.

Q. That would be the fittest of the various lines? A. Those would be the lines that are now strongest financially and have the greatest number of the most modern ships, and could afford to build more modern ships.

Q. Of course, we are predicting here, Mr. Franklin, in your prediction in regard to what would happen your opinion is that those lines, could, those stronger lines, could adequately take care of the business? A. That I would do what?

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Q. That those stronger lines could adequately take care of the business? A. In time they could if you gave them time to build.

Q. That is, the dropping out of the smaller lines would be a matter of some years, would it not? A. That is entirely a question of how severe the fight would be; how long it would last, and depend upon the movement of traffic at the time.

Q. But in your experience, looking back on previous rate wars, you don't think, do you, that the lines would go out of business immediately, the weaker lines would go out of business immediately? A. Oh, not necessarily immediately.

Q. But you feel that there would result certain lines that would take care of the business finally? A. The result would be that the weaker lines could not improve their tonnage; they could not build new ships, whereas the stronger line could make financial arrangements which would enable them to build ships and, therefore, the weaker lines will in due course
5483 find themselves with nothing but obsolete tonnage and obsolete tonnage cannot compete with modern tonnage; it would be a gradual elimination of the people who were not strong enough to handle the business.

By Mr. Beers:

Q. Mr. Franklin, do I understand you to testify that steerage rates varied in respect to the quality of the different ships; that is, that the rates on the slower and older ships were lower than on the newer and faster express steamers? A. The rates will vary on the ships even of a particular line. The line may have minimum third-class rates, but it may charge a little more for a
5484 faster and better steamer than it charges for one of its other steamers.

Q. As a rule, are the newer and faster steamers built by the lines having the greater financial resources? A. I think that applies to the North Atlantic passenger business, but it may not apply to the shipping as a whole, because there may be some smaller companies whose financial position may be a great deal stronger than the larger and more prominent company, but they may not want to add large passenger carrying ships to their fleets.

Q. If the weaker lines were to be driven out of the North Atlantic passenger business would that in your

judgment tend to deprive the public of the advantage of the cheaper ships? A. The driving out or the elimination of any of the weaker lines would probably be done by the construction of larger and faster steamers by companies whose finances would permit such construction, and that may gradually eliminate the less expensive too. The less expensive steamer; it might result ultimately in a higher rate, but that would be quite a long time; a long process. 5485

Q. In your judgment and from your experience in the steamship business do you think the present steerage rates on the North Atlantic charged by the lines parties to Agreement "AA" are reasonable? 5486

Mr. Guiler: I object and ask to have the answer stricken out if put in.

Mr. Beers: Do you object to it as leading?

Mr. Guiler: No; objected to as calling for a conclusion and for matter in issue on the facts

A. I consider them extremely reasonable, and I think the recent increased costs justify a further increase in the rate.

Q. During your experience in the steamship business has there ever been a time when the steerage passenger got more for his money than he does now? 5487

Mr. Guiler: Same objection.

A. Never as much as he is getting now.

Q. Has there ever been a time when the cost of building ships and running them was greater than it is now?

Mr. Guiler: Same objection.

A. Never; and feeding the passenger.

By Mr. Bullowa:

Q. Would the elimination of the weaker lines ultimately tend to a monopoly by the survival of the stronger lines?

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Mr. Guiler: Same objection.

A. It certainly would.

By Mr. Spooner:

Q. Mr. Franklin, you have been asked what would be the effect if none of the lines were permitted by law to be member of the "AA" Agreement, and your answer to that was that the weaker lines would be eliminated? A. My answer to that, if I remember was it would be very apt to bring on rate wars from time to time and gradually result in the elimination of the weaker lines.

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Q. That might not be so gradual either? A. It might not be.

Q. Suppose the laws of England and Germany and Holland and France, flag states of all of these lines, prohibited any agreement or understanding between the steamship lines, and by steamship lines I mean steamship companies owning and operating lines of steamships, in respect of the restraint of competition, what would be the effect?

Mr. Guiler: I object and ask to have it stricken out as immaterial, irrelevant and incompetent.

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Mr. Spooner: I ask to have it answered because it is material, relevant and competent.

Mr. Guiler: And calling for a conclusion and conjectural.

A. The effect would be demoralization in passenger —a great tendency towards a demoralization in passenger rates both east and westbound across the North Atlantic, and you would reach exactly the same conclusion; it would be the elimination of the weaker and the survival of the stronger who would ultimately get control of the business.

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Q. That is the very weak would go out quickly and then the less weak and leave the field in possession of the stronger? A. Quite right.

Q. Now, operating under that what would be the ultimate result? A. The ultimate result would be the business would get into the hands of one or two or three steamship lines.

Q. Imagine there would be no understanding or agreement in regard to rates, what would be the result as to that? A. If you have no understanding or no agreement regarding rates two people can work with less ruinous competition between themselves than ten people or fifteen people, and you can apply that as you go along.

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Q. If they did not have some understanding with each other in some way or other about keeping up the fares— A. They would gradually work into a point where they would have just as good an understanding as if they had a written agreement, if they got down to two lines.

Q. Suppose they had not? A. Then one or the other is bound to swallow the other in time.

By Mr. Guiler:

Q. Mr. Franklin, while these various lines were going through the process of swallowing each other the public would get the benefit of lower rates, would they not? A. The public might have the benefit of lower rates, which would only be a temporary matter during the swallowing process; ultimately they would have to pay for it.

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Q. That is, those particular persons would not have to pay for it? A. The people that travel today or at the time might not have to pay for it, but their children or others might have to.

Q. You mean the lines would make them pay for it by raising the rates to make up for what they had lost?

5494 A. They would ultimately have to come back and raise the rates for the cost of building and operating their ships and getting a fair revenue, which is all they are getting out of it now.

Q. But supposing those two lines that you spoke of that were left, those lines you think would continue much longer competing with each other than say ten or twelve lines? A. Of course, we are rather narrowing it down to a ridiculous number when we talk of two lines for this tremendous business.

Q. I am taking your own views; that is what you said; two lines could get along better competing with
5495 each other than half a dozen? A. I said that if you could finally narrow it down to two lines they could get along without violating any laws, and yet maintain reasonable and profitable rates and conditions among themselves.

Q. And they could get along likewise in competition with each other? A. They could probably get along in competition because by that time you would have narrowed down to a point where they would be on all fours; they would be practically equal.

Q. That is, they would be two highly efficient lines, is that what you mean? A. If I could bring it down to that ridiculous number you might find yourself with
5496 two highly efficient lines, with very simliar steamers, operating very similar services, and with such conditions, briefly, there would not be so much necessity for an agreement.

Mr. Spooner: They would simply have to nod to each other or else there would be a smash.

The Witness: I think that, of course, brings it down to a ridiculous point.

At the request of Mr. Bullowa "Hearings before the Committee on the Merchant Marine and Fisheries, House of Representatives, num-

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ber ten" is marked Defendants' Exhibit #23 for identification.

Hearing adjourned to Monday, April 7th, 1913, at 11 o'clock A. M.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

5498

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

Before Charles E. Pickett, Esq., examiner.

New York, April 7th, 1913.

5499

Upon consent hearing adjourned to Tuesday, April 8th, 1913, at 11:00 A. M.

5500 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG-AMERIKANISCHE PACKETFAHRT - ACTIEN - GESELLSCHAFT and others,
Defendants.

5501 Before Charles E. Pickett, Esq., examiner.

New York, April 8th, 1913.

Hearing resumed pursuant to adjournment.

Appearances:

Henry A. Wise, Esq., Henry A. Guiler, Esq., for the petitioner.

Messrs. Burlingham Montgomery & Beecher, by Charles Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate and Larocque, by Nelson Shipman,
5502 Esq., for the Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

ISIDORE FREDERICK HELLMUTH, called on behalf of the defense, testified as follows:

Direct-examination by Mr. Spooner:

Q. What is your full name? A. Isidore Frederick Hellmuth.

Q. Where do you reside? A. In Toronto, Canada.

Q. How long have you resided there? A. Well, in Toronto I have resided for about thirteen years.

Q. You have lived in Canada, however? A. I have lived in Canada for a great many more years than that.

Q. Are you a member of the Bar in Canada? A. I am a member of the Bar in Ontario and have been 5504
since 1887.

Q. Are you a king's counsellor? A. I am one of his majesty's counsel in the Province of Ontario and have been for some ten or fifteen years.

Q. Are you a member of the Bar in England? A. I am a member of the Bar in England, I am a member of the Inner Temple of the Bar in England, and have been since the same year 1887. I was called in that year in England and afterwards in Ontario.

Q. You have been engaged and are now in the active practice of your profession? A. I have been—I may also say—since 1877—if one dare state so long in the practice of the profession. I have been a little more 5505
active in the last fifteen to twenty years, perhaps.

Q. You are acquainted with the law in Canada in respect to the restraint of trade and commerce? A. I am.

Q. And with the laws of England? A. I am.

Q. And decisions of the courts? A. I am.

Q. In both countries? A. I am. We have in Canada, we have to follow the decisions of the Courts in England, they are binding upon us, because our highest Appellate Tribunal is controlled by the Privy Counsel.

5506 *Isidore Frederick Hellmuth*

Q. Have you read what is known as Agreement "AA" entered into February 5th, 1908? A. Yes, sir, I have.

Q. By the various steamship companies whose names are appended thereto? A. I have. I have, I may say, very carefully perused that agreement and the various articles of the same.

Q. With a view to determining whether or not the same is valid under the laws of England? A. Under the laws of England.

Q. And under the laws of Canada? A. And under the laws of Canada.

5507 Q. What is your opinion as to the validity of Agreement "AA" under the laws of England?

Mr. Guiler: I want to object to that question and also to the answer and to all subsequent answers regarding the law in England and Canada on the ground they are incompetent, immamaterial and irrelevant, and also on the ground that when a positive statute declares the law in this country, the laws of foreign countries are immaterial thereafter.

A. Well, in my opinion Agreement "AA" is a legal agreement according to both the laws of England and
5508 the laws of Canada.

Mr. Guiler: I want to object to that answer on the further ground it is a conclusion and not in regard to the facts stated.

Mr. Spooner: It is the opinion of an expert.

Mr. Guiler: Not based on any facts stated to the witness.

Mr. Spooner: The facts stated to the witness are, he says he has read the agreement.

Mr. Guiler: I have no objection to the authenticity of the copy of Agreement "AA" which Mr. Hellmuth used, if you state that the

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document which Mr. Hellmuth has read was and is a correct copy.

Mr. Spooner: It is a correct copy.

CROSS-EXAMINATION by Mr. Guiler:

Q. Now, Mr. Hellmuth, you have made a thorough study of this Agreement "AA," have you not? A. As far as I am capable of doing.

Q. Now, taking up—I call your attention to certain phases of this agreement and ask you separately whether they are, in your opinion, legal under the laws of England, for instance, Article 17— A. Yes.

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Q. You observe by that article that there is a requirement for a promissory note of 1,000 pounds to be filed for each per centum proportion which each of the lines receive? A. Yes, sir.

Q. And that that is stated as being for the faithful performance of the conditions of the agreement? A. Yes, sir.

Q. And to be sued upon and collected in the event of not living up to the agreement? A. Yes, sir.

Q. And now that it is provided in the following event, "If the party unauthorizedly withdraw from the agreement, refusing to pay the compensation, fail to replenish the deposit, as provided by the penalties, or if they start or assist in starting a new line in competition with any of the contracting parties." Now, do you consider under those circumstances that such an agreement and such fines and penalties are legal under the laws of England, taking into consideration the fact that there is a combination of the various steamship lines in this so-called conference? A. One has to take the two meanings of the word "legal." If you mean whether it is unlawful, such a provision under the laws of England and Canada, I would distinctly say no, in my opinion. If you say whether a Court

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would necessarily as between the parties enforce that provision I would not answer that unless I knew what had been done under the terms of the agreement. If something unlawful or illegal had been done then the Court might not enforce it. But there have been cases in England—which I think I can give you if you like—in which they have enforced provisions very similar to that,—the Court holding that it was a reasonable act that had been done. You will, of course, recall the Mogul Steamship Company actually sent out steamers to capture the trade of competing lines, and there the Court held that the Mogul Company who
5513 sued had no right as a third party—some very strong expressions were given by the lord. There are some differences—the word "legal" has two meanings. Two people can enter into an agreement which is not unlawful under certain circumstances and a Court of equity or any court would enforce it as between the two.

Q. You speak of the Mogul Steamship Company? A. Yes, sir.

Q. Would you consider under that case that the agreement is lawful, *per se* in the sense that no punishment will be brought upon the person who enters into it? A. I consider that no punishment would be brought upon the persons who entered into it, in the
5514 view of the Mogul case. I am not saying that one of the parties to it could enforce it against the other.

Q. Well, you say—you make this distinction in that Mogul case, that there is no—that is, the agreement in the Mogul case, you will not consider indictable? A. No, certainly not.

Q. You would consider it is unenforcible—an unenforcible contract? A. No, I would not in the Mogul case, I would not answer it was. That question was left open, more or less by the House of Lords, they did not—my recollection is Lord Herschel, used some rather strong language in reference to being at all not

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in accord with the modern ideas of competition and thought it a good thing to eliminate competition.

Q. They have recognized there, to take for instance, Lord Bowen—are you familiar with that? A. What is that?

Q. In the Mogul case. I am referring now to the Mogul case entirely? A. Yes.

Q. Lord Bowen, as I understand—stated, that his opinion was that such "contracts as they are called, in restraint of trade, are not in my opinion illegal in any sense except that the law will not enforce them"? A. Yes.

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Q. And he said further, "It merely declines, after they have been made, to recognize their validity. The law considers the disadvantage so imposed upon the contract a sufficient shelter to the public." Would you consider that to be the law in England today as regarding such a contract in the Mogul case, that it is merely unenforcible and not indictable A. I would consider it is unenforcible and not an indictable act. Lord Hannon in that case in the House of Lords said, he thought that the opinion expressed by Mr. Justice Crompton was erroneous in stating such an agreement was indictable. You want me to go further do you—

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Q. Now, I want to know whether what in your opinion is the ultimate result of the Mogul case. I am trying to sum up from the various decisions, taking the various judges together— A. I would think that in the Mogul case, that the courts would—the ultimate courts, the highest lord, would in time actually enforce it. That is a deduction I would make from that case, although, perhaps, the Court of Appeal would not have done so.

Q. Don't you find the actual decision of that case goes to this extent only—that the agreement there is that it was not illegal in the sense it was an indictable offense but, as between the parties there it would not

5518 be enforced on the ground that it was illegal in that sense? A. Well, I think—if I may state so—they rather leave the latter portion open. That is my conclusion, with some remarks one way and some the other. But, I think rather, it would be enforcible. That is my opinion on that, re-reading the cases recently, and that is my reading of the cases in the House of Lords.

Q. Well, didn't you find in an analysis of the decisions of the various judges, that only one of the eleven judges who passed upon the contention in the Mogul case that is, Lord Coleridge was squarely of
5519 the opinion that the combination was not in restraint of trade? A. Well, I would hardly say that, because Lord Halsbury, the Lord Chancellor in the case, on page 40, said, "I am of the opinion, therefore, that the whole matter comes round to the original proposition, whether a combination to trade and to offer, in respect of prices, discounts and other trade facilities, such terms as will win so large an amount of custom as to render it unprofitable for rival customers to pursue the same trade is unlawful, and I am clearly of opinion that it is not."

Q. Have you made an analysis of the opinions of the judges, so that you can say if anything, what each
5520 one of them hold, so as to tell me whether that statement of mine is correct or not? A. Well, I won't say I took up the number of opinions arithmetically. I have not done that. I have formed my own conclusions.

Q. So that you cannot say whether or not that statement in regard to the judges is correct or not? A. No. I would not like to make that absolute statement.

Q. You cannot say whether in the opinion of one judge, Lord Morris, it was doubtful whether it was not in restraint of trade, and five judges, Lords Esher, Bowen, Bramwell, Hannen and MacNaghten, who

thought the terms of the combination would have been unenforcible, and the other four judges did not pass on the question at all. You cannot say whether that is correct or not, can you? A. Just one moment, I would not state that was the result of what Lord Morris said, for instance. 5521

Q. You would not agree to that then? A. I would not agree to it. I would not agree with what Lord Watson said—I do agree with what Lord Watson said, but I wouldn't agree with what you stated—

Q. You have not analyzed it with that purpose in view? A. No, sir; as a matter of fact—

Q. You are giving your opinion on the whole thing as you understand it? A. Yes, sir. I ought to add this. What is the dicta would not be binding on another case in the House of Lords, because it is not one that is absolutely necessary for the decision of the case. That is the point. 5522

Q. And the only thing in that case that was necessary was whether the plaintiff in the case could recover damages from the defendants? A. Yes, sir.

Q. And the Court holds that the plaintiff could not recover damages on the ground that he had not been injured by the action of the defendants, is that right? That it was not illegal in the sense he could recover damages? A. If they had done no act that was unlawful or illegal, according to the law of England, it would not give him a right of action. That is what they lately decided. 5523

Q. Now, would you agree with Judge Taft's view of the results of the case in his decision, in the Addyston Pipe case, 85 Federal, 271, in which he says—

Mr. Spooner: Who says?

Mr. Guiler: President Taft, or Judge Taft.

Q. (Continuing): "It was held by the House of Lords that this was not an unlawful and indictable

5524 conspiracy, giving rise to a cause of action by the person injured thereby, but it was not held that the contract of association entered into by the defendants was not void and unenforcible at common law." I ask you whether you agree with that statement?

Mr. Spooner: President Taft did not say that.

Mr. Guiler: Yes, he did. I should say Judge Taft.

A. One does not like to say—differ from so eminent a judge as Judge Taft. But I think it would require
5525 a little qualification if I passed my own opinion in regard to it.

Q. And then he further says: "On the contrary, Lord Bramwell, in his judgment (at page 46) and Lord Hannen, in his (at page 58), distinctly say that the contract of association was void as in restraint of trade. But all the law lords, were of the opinion that contracts void as in restraint of trade were not unlawful in a criminal sense and gave no right of action or damages to one injured thereby." Do you agree with that? A. No, I do not think he puts it as a majority of the Courts put it at all.

Q. How would you put it? A. They simply state, we
5526 have nothing to do with the question of the enforcement of this contract and therefore we could not say whether it could be enforced or not. May I give an illustration? Suppose I make a contract with a minor. It is a perfectly good contract as long as the minor and I chose to carry it out, but the Courts won't enforce it. It does not seem to me they went any further in this case except to say they made a contract and the jurisdiction of the Court won't interefere between the parties. But if they chose to carry it out nobody can stop them. That is the only view of the contract.

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Q. That is the only point in that decision? A. I think you are quite right. That is the point in this decision.

Q. Now, you are acquainted, are you not, with the case of Rex against Hilbers, 2, Chit., report 3, M. S., 67? A. I don't know Mr. Guiler.

Q. Well, in that case it was held, "That while it was no offense for individuals by disunited endeavor to seek to raise the price of oil, nevertheless, if there was a confederacy for such a purpose they would be guilty of conspiracy." It was held to be indictable conspiracy. Now if that appears to be the law in England today— A. No, I would not think that was the law in England today in view of such cases as Cade & Sons, against Daly. That is a case in 1910, I Irish Reports, 306, in which the manufacturers or bottlers of mineral waters entered into an agreement whereby they fixed the prices with one another not to sell within a certain territory under that price and the case came before—

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Q. The Master of the Rolls A. The Master of the Rolls, and he had commented on the trial of the case. It had rather gone the other way.

Q. Now, can you tell me—

Mr. Spooner: Let him answer.

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A. I was going to say, there has been a very considerable change in the law, in the views of the judges in regard to dealing with contracts between parties. I think they have fallen back upon rather old decisions —I think I have it here—it is a case of Hare versus the London, etc., Railroad, 2 Johns and H. 80; it was reported in 1861. Now, it seems to me the Courts are going back to the views which were expressed in that case. That was a case in which some eight railways had entered into a pooling arrangement, whereby they were to pool their receipts and in the agreement it

5530 was provided that if any road earned more than its proportion as fixed by the agreement, a certain percentage only was to be given to it, they were to pay the balance of it to the others. Rates were to be fixed by the consent of five of the railroads and the agreement was to last fourteen years. Now one shareholder in one company brought an action to have it declared void and *ultra vires* and it came before the Vice-Chancellor, Sir W. Page Wood, and he held that the agreement was within the powers of the companies, not *ultra vires* and was to the advantage—

5531 Q. Now, let me interrupt you a moment. There wasn't any question was there, of a combination or any conspiracy or anything of that sort A. But they have raised the question that it was against public policy, and on that account by going out of competition it was a void policy—I wouldn't have stated it otherwise, and in fact, in the judgment, I have an extract or two here from the judgment—

Mr. Spooner: Read it.

5532 A. The one expression is, "With regard to the argument against the validity of the agreement, I make clear the ground of one objection by saying that I see nothing in the alleged injury to the public from the prevention of competition. It is a mistaken notion that the public is benefited by pitting two railway companies against each other till one is ruined, the result being, at last, to raise the fares to the highest possible standard. Except by fixing a maximum amount of tolls and, as far as practicable, a maximum amount of profit, the legislature has imposed no conditions in favor of a travelling public."

Now, I was going to say that view in some quite recent cases has been taken, that the public idea in regard to the free competition—I am speaking—

Mr. Guiler: I understand.

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A. The public idea in regard to free competition being unfavorable is quite a mistake. If you have got what is a reasonable and fair rate then if possible there should be some agreement between the parties, and the two railroads should not run alongside one another cutting one another's throat and soaking the public—if I may use a vulgarism—for higher rates. I think that is the principle that is very largely weighing with the judges in England.

Q. You started to give a case of Cade against Daly. Do you find anything in there, any further decision in there than that this was an agreement between the various bottlers within a certain limited area, say sixteen miles of the city of Cork in regard to—sufficiently limited in time and space, that the Court could hold that was a legal agreement A. No, no, that is quite true. But it is the character of an agreement that is to be looked at in regard to what is a fair limitation of time and space. Take the Maxim Nordenfelt case, stating the whole world was too wide to sell big guns. The man is restrained—his partner restrained him in the agreement from selling big guns all the world over. It says it is too wide a restraint in respect to the character—I think I had a case in the Court of Appeals in Ontario immediately after that, where they actually tried to sustain—I happened to be on the other side—they actually tried to sustain a restraint of a laundryman from dealing anywhere in the Dominion of Canada. The Court said it was—

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5535

Q. However, in that case of Cade against Daly, the Court did not go any further than to say that the restraint in that particular case was reasonable in view of all the facts in the case? A. Quite so.

Q. And it was also—by the way, where does the Master of the Rolls stand to decide a case—how high is he in authority in the Irish Judiciary? What does he represent as compared to one of our judges here?

A. I was going to try to get at it. He is very like the Chancellor—I don't know whether you still have a Chancellor or not—that is, the Master of the Rolls is high, not higher in grade than the Vice-Chancellor. In England the Master of the Rolls is not as high as the Lord Chancellor, but the Master of the Rolls is a sort of Chief Justice among the Vice-Chancellors.

Q. He is the first trial court for equity cases practically? A. He may be one of the judges—anyone of the Vice-Chancellors.

Q. I mean, Vice-Chancellors. A. And then he would sit on appeal as well.

5537 Q. In this decision—Cade v. Daly, the Master of the Rolls he does not sit in appeal? A. Simply sits as a trial judge, as I understand it.

Q. Now, in that case he held, did he not as follows on 319, "The fact is, every case, where the question of restraint of trade or partial restraint of trade has arisen or may arise, must be considered in the light of its own facts and circumstances." That is a correct ruling, isn't it today? A. Quite so.

Q. And a little influence one way or the other may change his opinion? A. As to the reasonableness, that would only apply as I say to the enforcement as between the parties. It might be a question as to whether

5538 the enforcement was reasonable or not.

Q. Now, don't you find that the Court in that case also considered the case of the Mogul Steamship Company and McGregor? A. Yes, sir.

Q. And where the word "unlawful" was used that the word "unlawful" in regard to contracts was used there in two senses? A. Yes, sir.

Q. First as a combination? A. Yes, sir.

Q. That would give rise to an action? A. Yes, sir.

Q. That is, unlawful, *per se*? A. Yes, sir.

Q. Second, though not giving rise to an action, yet being such as would receive no countenance from a judicial tribunal? A. I can't say, the rule has changed so.

Q. That is substantially correct, what I said? A. Quite so. You almost got it verbatim there. I don't know whether he said it was only possible.

Q. And furthermore later on, "The Court recognized, did it not, that there might be a case where a Court did not enforce or sanction a contract or combination, which though not directed against any particular person and not being actionable by any particular person yet might injuriously affect the public 5540
—affect the community as operating in restraint of trade"? A. My recollection—

Q. That is correct? A. There was some language to that effect.

Q. In other words, the Court takes the broad view on the question of restraint of trade and says every case must be decided on its merits practically? A. In regard to the one question of the enforcement of it between the parties, not in regard to the other question.

Q. And if the public interest is affected that it might give rise to an action by private persons? A. I don't think there is any case that holds that any 5541
such action, that is treating it together, and treating it by itself, and taking anything that is not illegal, that would give rise to any action either by a private individual or the Crown in England, and the State here.

Q. Isn't that eliminated on that statement he makes there, if I got it correctly, "Might injuriously affect the public as operating in restraint of trade"? A. And then he said what the effect of that would be. You are speaking of the Master of the Rolls in dealing with the Mogul case?

5542 Q. Yes? A. No. "I recognize that the eminent lords who took part in that decision, apparently considered that there might be cases in which the Court would refuse to sanction or enforce a contract or combination, which though not directed against any particular persons or class of persons, not giving rise to any cause of action by a person or persons incidently injuriously affected, might yet be injurious to the community as operating in restraint of trade."

That is to say, if such an agreement came before the courts they would refuse to interfere at the instance of one member of the combination against the
5543 other. But that does not at all, to my mind, touch upon the question, that they—that any private individual or the State, or the Crown in England, could take any action in regard to it. I do not think they could.

Q. Now, in that connection have you considered the case of Rex against DeBerenger, 3 M. & S. 67, where it was held to be indictable to conspire by false rumors to raise the price of public government funds upon a particular day to attempt to injure those who might purchase on that day? A. I grant you that at once. Suppose that in this combination—they put out—suppose they did put out or
5544 in part of this literature they should publish statements that were untrue in connection with the rivals, that would be an unlawful act under the law of England and would be indictable.

Q. Suppose in this agreement they had a person that should suppress statements that were true by holding back certain advertisements from people, would you consider that to be illegal? A. I assume that is a hypothetical question, because I have article 16 that deals with the matter. If you want to put it in any such manner—

Q. Suppose it is hypothetical? They were to that extent? A. They were not, in giving advertising with

5545

papers that may be true statements about that? You mean that—

Q. Yes? A. I think they were perfectly right in doing that. I don't think you can make a man advertise in a paper he does not like. We have had this question up in Canada on the act there, and we have felt, as I imagine you would feel here, the final way to deal with this matter, I think we have to pass special legislation. That is what we have done, passed special legislation in Canada with regard to certain matters.

Q. On that point, I suppose you are familiar with the Sherman Act? Suppose you had— A. I am not 5546
familiar with the Sherman Act.

Q. It prevents persons from engaging in a combination or conspiracy in restraint of trade or engaging in a monopoly in restraint of trade. You have the Sherman Act right there. Suppose you had that act in England, would that make any difference in your opinion in regard to this agreement that a positive act stating such a thing or agreement was indictable? A. Mr. Guiler, I would be very sorry before you and these other learned gentlemen, to express an opinion upon American Law.

Q. I am not asking that? A. I think you asked me to give an opinion as to what the effect of the 5547
Sherman Act was.

Q. I want to know. Suppose there was such an act in England?

Mr. Spooner: That is impossible.

Q. Now, under this stage of the case I think it is very practicable. Would that make any difference in your opinion whether this contract was legal or illegal? A. I really don't know as I could—I have never considered that at all. I dislike to give—to go on the record as giving final opinion. I have never

considered the effect of the Sherman Act. I have only considered the effect of the act to ourselves in Canada, which does not render this Agreement "AA" void. I think it would be rather presumptuous of me to attempt to construe the Sherman Act. That is really construing in a round about way the Sherman Act.

Q. No, I think not? A. I think it is. If you asked me what would be the effect of language of that kind used in a statute passed by the English House and Parliament—

Q. Yes? A. I don't know as I could—I wouldn't like—I would have to fight such a thing. I would
5549 want to spend considerable time considering it.

Q. You want to be relieved of the duty of answering the question? A. Oh, yes.

Q. Now, do you agree with this language of Lord Ellenborough, on page 72—the case of Rex against DeBerenger, which I stated to you a few minutes ago, in regard to the false rumors to raise the price: "A public mischief is stated as the object of this conspiracy; the conspiracy is by false rumors (*i. e.*, that Napoleon was dead) to raise the price of public funds and securities; and the crime lies in the act of conspiracy and combination to effect that purpose and would have been complete although it had not been
5550 pursued to its consequences or the parties had not been able to carry it into effect. The purpose itself is mischievious, it strikes at the price of a vendible commodity in the market, and if it gives it a fictitious price by means of false rumors, it is a fraud levelled at the public for it is against all such as may possibly have anything to do with the funds on that particular day."

Now in a case of that sort would you hold that under the laws of England a person would be indictable? A. I do. I say if a person put out false rumors, went so far as to say that the Russian-American Line was

incapable of carrying a certain number of passengers when it was, any statement of that kind would be indictable in England, as a false statement. 5551

Q. That is the point in this decision as I understand it. Perhaps you understand it, there was a conspiracy there? A. Yes. I say for those parties to conspire to put out a false statement, then I say it would be indictable.

Q. If there is a conspiracy that was mischievious in its purpose in the prices of a vendible commodity, if the market is raised or lowered as the case may be, in that case the laws of England would hold such action as indictable? A. A statement that might have the effect— 5552

Q. Leave out statement, take conspiracy? A. A conspiracy. A combination of people agreeing to put forth a statement which in itself was true and which had the effect of raising prices would not in my opinion be indictable at all. If it were untrue it would, I think that is—that is not conspiracy to raise prices; that it is indictable, these untrue statements made in the agreement—rather to make untrue statements, to conspire to make untrue statements.

Q. In the aggregate you have little left. It seems to me that is the very purpose of the conspiracy, was to raise the prices—by making false statements—that is the means by which it was done. And then Bayley, J., on page 75—you happen to remember that case? A. I recognize it as you state it there. 5553

Q. Now, is this statement—would you consider it to be the law of England today: "Here then is a conspiracy to effect an illegal end, and not only so but to effect it by illegal means because to raise, the public funds, by illegal means and with a criminal view is an offense"— A. With a criminal view.

Q. (Continuing.) "An offense, perhaps not affecting the public in an equal degree as if it is done with

5554 intent to affect the purchases of the commissioners for the redemption of the national debt which would be affecting the public in its aggregate capacity, but still if it is to be completed it will certainly prejudice a large portion of the King's subjects who have occasion to purchase on that day. And it is not necessary to constitute this an offense that it should be prejudicial to the public in its aggregate capacity, but it is enough if it be prejudicial to a class of its subjects." Now, on that last statement there, prejudicial to a class of its subjects, if you found a case where a number of individual corporations or otherwise, got
5555 together to raise the prices of certain goods, and certain vendible commodities on the market, to such an extent that the public or class of the public would be injured thereby, would you hold in considering that case, which I have stated to you, that under the law of England those individuals could be indicted? A. If—it would depend, of course, on the facts of the case—it would depend on whether the methods adopted were reasonable, whether the rate perhaps was reasonable, but the mere fact it shut off rivals, so that they had less competition, would not in my judgment—

Q. I was directing your attention to the raising of prices where the only object was, of the conspiracy,
5556 was to raise the prices? A. I don't think it would be at all illegal for instance, to raise prices, if the prices that were then obtainable did not permit these people to do business at a profit. I think it would be perfectly legal in England to enter into a combination to raise prices.

Q. I was directing your attention principally to the point that it would be said—that such a combination was conspiracy and injurious to a class of the King's subjects, as stated in this DeBerenger case. Would you say that the law of England today is that such persons could be indicted? A. Well, I really in the

more modern cases would think such an action could hardly rise under any combinations that are now—

Q. I am not saying whether they could arise. I am assuming it has arisen? A. You are not dealing with "AA." I certainly say not with "AA."

Q. I am dealing with the case I have supposed? A. Well, you can certainly have a case in which an indictment will lie, if you ask me. There is no doubt they can take illegal means, such outrageous things to shock the conscience in every way, no doubt an indictment would lie.

Q. You state, in such a case as I have mentioned there, a certain class of the King's subjects and the injury— A. You see how dangerous it is to say yes. Take the Cade case, a number of the King's subjects could not buy mineral water without paying as they thought an excessive price for that. The Courts hold it is not illegal. 5558

Q. Would you answer the question and state whether that is the law of England as I stated it to you? A. I think, if it came before such a Court as the Court of Appeals, or the House of Lords, there would be considerable qualification and expression in regard to it. By the more recent decisions—

Q. You would then come down to this. You would have to have all the facts before you before you could answer the question? A. That is a fair way of putting it. I don't want to be saying anything except that is a very fair way of putting it. 5559

Q. Now in that Maxim Nordenfelt case, the Court held there, did it not, that the Court would there consider, would they not, a contract between the two parties? A. Yes, sir.

Q. There wasn't any question of conspiracy or anything of that sort? A. No, sir.

Q. But they held there, didn't they, that all restraints were bad—that is Lord Macnaghten's decision—all restraints were bad—

5560 Mr. Spooner: What, the restraint of trade?

Q. The restraint of trade, that there was a defense on the ground that such a restraint was reasonable and could be proved to be reasonable, then it would not be a restraint of trade; that would be a good defense to it and he also said, didn't he as follows—I won't quote it—simply said that there are two things which have to be considered in every such case; that is, the interest of the contracting parties themselves, and the interest of the public— A. I would only think it would be more or less the interest of the contracting
5561 parties in regard to the enforcement of it. I think the case you state is one in which the public did not come in at all. It was the question of contract between two people. When the Courts were asked to enforce it, they said in that case, as they said in all cases of that character, we must look to see generally if there is any restraint, and if it is illegal we won't enforce it. We look at it in these cases to see whether it is reasonable. If it is reasonable we will actually enforce it between the parties.

Q. I read you as follows in that case, and ask you if it does not represent a law of today on the question: "It is a sufficient justification, and indeed it is the only
5562 justification if the restriction is reasonable—reasonable, that is in reference to the interests of the parties concerned and reasonable in reference to the interests of the public so framed and so guarded as to afford adequate protection to the party in whose favor it is imposed while at the same time it is in no way injurious to the public. That I think is a fair result of all the authorities."

Now, that is Lord Macnaghten's statement. I suppose you agree with him? A. I would. I would apply the case as he was applying it. He was deciding a case between two parties, he was seeing whether he would or not enforce a contract between those two

parties. In that sense, I quite agree with the statement.

Mr. Guiler: I think that is all.

RE-DIRECT EXAMINATION by Mr. Spooner:

Q. Is that a fair statement, conclusion (handing paper to witness)? A. Yes, I think that is quite correct.

Q. Read it? A. "Agreement AA is not contrary to the law of England or Canada, and the decisions of the Courts of England indicate that one party to such 5564
an agreement could enforce it as against the other. But it is clear that under the law of England one party to such an agreement could enforce it against the other party, if it was shown the agreement was reasonable." If it is shown the agreement is reasonable, there is no doubt about that. There are some decisions—I have not attempted to go through them all.

RE-CROSS EXAMINATION by Mr. Guiler:

Q. In regard to the statement the Senator just read to you. You would, however, like to have before you all the facts stating or showing the way in which the 5565
agreement "AA" was carried out before making up the final decision of the whole case?

Mr. Spooner: He has not testified to that. We have called him as to the agreement, the validity of the agreement. He stated at the outset that his testimony would have no relation to the manner in which it was carried out.

A. What you say in reference to the enforcement of it would certainly depend on the reasonable manner in which it was carried out. There is no doubt about it. That, I don't know anything about.

5566 Q. You merely gave your statement of the law as you understand it in regard to the agreement without knowing how it is being carried out? A. I do not know how it is carried out.

Q. With the qualifications you stated that is so? A. Yes.

Mr. Guiler: I would like to have the statement on the record whether the defendants rest as to their testimony. Of course, there may be one or two exhibits you want to put in.

Mr. Spooner: I can't tell about that—

5567 Mr. Guiler: I was going to make an application to the Court to finish this thing up but understanding that you were going to finish your case up, finish it up today, the testimony, I did not do that.

Mr. Spooner: He is my last witness as far as I can tell now.

Mr. Guiler: Have you any objection to saying the testimony is closed?

Mr. Spooner: I can't say that.

Hearing adjourned to Monday, April 14th, 1913, at eleven o'clock A. M.

5568 The defendants' attorneys will meet before the end of the week and notify Mr. Guiler as to whether the testimony is closed or not.

UNITED STATES DISTRICT COURT, 5569

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

5570

Before: Charles E. Pickett, Esq., Examiner.

New York, April 14, 1913.

Hearing resumed pursuant to adjournment.

Appearances:

Goldthwaite H. Dorr, Esq., Henry A. Guiler, Esq., for the Petitioner.

Messrs. Burlingham, Montgomery & Beecher, by Charles Burlingham, Esq., for the Anchor Line, Ltd., *et al.*

Messrs. Choate & Larocque, by Nelson Shipman, Esq., for the Norddeutscher Lloyd, *et al.*

Messrs. Spooner & Cotton, by J. C. Spooner, Esq., 5571
for the Allan Line, *et al.*

Messrs. Lord, Day & Lord, by Lucius H. Beers, Esq., and Allan B. A. Bradley, Esq., for the Cunard Line, *et al.*

Ralph J. M. Bullowa, Esq., for the Russian East Asiatic Company, *et al.*

Mr. Shipman: I would like to have it noted on the record that the defendant Gustav Schwab died November 13th, 1912.

5572 Mr. Spooner: I offer in evidence statement of dividends declared out of earnings of the Hamburg-American Line during the years beginning 1847 and ending with 1912, covering its American and all other services, comprising sixty services; including the earnings of all its ships engaged in the different commerce throughout the world.

Marked Defendants' Exhibit #24.

Senator Spooner: I herewith offer all Peters' letters and parts of letters which have not been offered by Mr. Guiler to be numbered as Defendants' Exhibits No. 25, etc.

5573 Petitioner and defendants waive signature to the testimony of the witnesses.

DEFENDANTS REST.

PETITIONER RESTS.

Hearing adjourned to Wednesday, April 23rd, 1913, at 11 o'clock A. M., for the purpose of correcting testimony.

5574

UNITED STATES DISTRICT COURT, 5575

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA,
Petitioner,
against
HAMBURG - AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others,
Defendants.

5576

Before: Charles E. Pickett, Esq., Examiner.

New York, April 23rd, 1913.

Upon consent hearing adjourned to Monday, April 28th, 1913, at 11 o'clock A. M.

New York, April 28th, 1913.

Hearing adjourned without date.

5577

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL.

Filed November 18, 1914.

File No. 24528.

Term No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA ET AL.

Filed January 22, 1915.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

VOLUME 14.

TRANSCRIPT OF RECORD ON CROSS-APPEAL.

(24446 and 24528)

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,
Petitioner-Appellee,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT
ACTIEN-GESELLSCHAFT and others,
Defendants-Appellants,

and

INTERNATIONAL MERCANTILE MARINE COMPANY
and others,
Defendants-Appellees.

TRANSCRIPT OF RECORD ON CROSS-APPEAL

Royal Law Printing Co., Inc., 79 Wall St., N. Y.

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Order Allowing Cross-Appeal.

United States District Court,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity E-7-74.

This day came the defendants named in the annexed petition for a cross-appeal, by their solicitors, and presented the said petition and an assignment of errors accompanying the same, and thereupon, upon consideration thereof, it is hereby

Ordered, that a cross-appeal be, and hereby is, granted and allowed, as prayed; and that the Clerk of the above-named Court be, and hereby is, directed to transmit forthwith to the Supreme Court of the United States a duly authenticated transcript of the record, papers and proceedings relating to said cross-appeal, in so far as the same are not already contained in the record heretofore transmitted to said Supreme Court on the main appeal of the United States of America herein.

Dated, New York, January 8, 1915.

E. HENRY LACOMBE,
ALFRED C. COXE,
H. G. WARD,
Circuit Judges.

Petition for Cross-Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity E-7-74.

To the Honorable Judges of the United States District Court for the Southern District of New York:

Now comes the undersigned defendants in the above-entitled cause, by their solicitors, and conceiving themselves aggrieved by the final decree made and entered by the above-named Court in the above-entitled cause on the 9th day of November, 1914, in the manner set forth in their assign-

ments of error filed in the said cause, to which reference is hereby made, do hereby pray a cross-appeal and do hereby so appeal therefrom to the present term of the Supreme Court of the United States.

And the said defendants further pray that a duly authenticated transcript of the record, proceedings and papers relating to said cross-appeal, in so far as the same are not already contained in the record heretofore transmitted to said Supreme Court on the main appeal of the United

States of America herein, be transmitted forthwith to the said Supreme Court of the United States.

Dated, New York, January 7, 1915.

NORDDEUTSCHER LLOYD (NORTH GERMAN LLOYD LINE) AND GUSTAV SCHWAB, JR.,
By Choate, Larocque & Mitchell, their solicitors,
40 Wall Street,
New York City. 8

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT (HAMBURG-AMERICAN LINE),
CANADIAN PACIFIC RAILWAY COMPANY,
THE ALLAN LINE STEAMSHIP COMPANY, LIMITED, AND BRYCE J. ALLAN,
By Spooner & Cotton, their solicitors,
14 Wall Street,
New York City.

THE CUNARD STEAMSHIP COMPANY AND CHARLES P. SUMNER, 9
By Lord, Day & Lord, their solicitors,
49 Wall Street,
New York City.

10 **Assignments of Error on Cross-Appeal.**

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACK-	In Equity E-7-74.
11 ETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	

Now comes the undersigned defendants, by their respective solicitors, and file the following assignments of error upon which they will rely upon their cross-appeal from the final decree made by this Honorable Court on the 9th day of November, 1914, in the above entitled cause:

I.

12 That said Court erred in not dismissing the petition as to all the relief prayed for therein, upon the ground that the transportation carried on by the defendants between the United States and foreign countries, and the other matters alleged in the petition, are not within the purview of the Sherman Anti-Trust Act, for the reason that the Congress did not intend said Act to apply to international commerce.

II.

That said Court erred in not sustaining the defendants' demurrers to the petition upon the same ground.

Wherefore the said defendants pray that said decree may be reversed and that the District Court of the United States for the Southern District of New York be directed to enter a decree dismissing the said petition as to all the relief prayed for therein.

14

NORDDEUTSCHER LLOYD (NORTH GERMAN LLOYD LINE) AND GUSTAV SCHWAB, JR.,
By Choate, Larocque & Mitchell, their solicitors,
40 Wall Street,
New York City.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT (HAMBURG-AMERICAN LINE),
CANADIAN PACIFIC RAILWAY COMPANY,
THE ALLAN LINE STEAMSHIP COMPANY, LIMITED, AND BRYCE J. ALLAN, 15
By Spooner & Cotton, their solicitors,
14 Wall Street,
New York City.

THE CUNARD STEAMSHIP COMPANY AND CHARLES P. SUMNER,
By Lord, Day & Lord, their solicitors,
49 Wall Street,
New York City.

16 **Citation on Cross-Appeal.**

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity E-7-74.

17

By the Hon. E. Henry Lacombe, one of the Circuit Judges sitting in the District Court of the United States for the Southern District of New York in the Second Circuit.

To the United States of America, International Mercantile Marine Company (American Line), International Navigation Company, Limited (American Line), The Anchor Line (Henderson Brothers), Limited, British
18 and North Atlantic Steam Navigation Company, Limited (Dominion Line), Nederlandish-Amerikaansche Stoomvart Maatschappij (Holland Amerika Lijn), Societe Anonyme de Navigation Belge Americaine (Red Star Line), Ocean Steam Navigation Company, Limited (White Star Line), Russian East Asiatic Steamship Company, Limited (Russian-American Line), Phillip A. S. Franklin, John Lee, William Coverly, Adrian Gips, Alexander E. Johnson and Max Straus.

GREETING:

You are hereby cited and admonished to be and appear before a Supreme Court of the United States to be holden at the City of Washington in the District of Columbia on the 20th day of January, 1915, pursuant to a cross-appeal filed in the Clerk's office of the District Court of the United States for the Southern District of New York from a judgment and decree made on or about the 9th day of November, 1914, in a certain proceeding wherein you are the petitioner and the Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, *et al.*, are defendants, and wherein the 20
Hamburg-Amerikanische Packetfahrt-Actien-Gesellschaft, Norddeutscher Lloyd, The Cunard Steamship Company, Canadian-Pacific Railway Company, The Allan Line Steamship Company, Limited, Gustav Schwab, Jr., Bryce J. Allan and Charles P. Sumner are cross-appellants, and you are respondents, to show cause, if any there be, why the judgment and decree in said cross-appeal mentioned should not be corrected and speedy justice should not be done in that behalf.

Given under my hand at the Borough of Manhattan, in the City of New York, in the District and Circuit above-named, this 8th 21
day of January, in the year of our Lord one thousand nine hundred and fifteen and of the independence of the United States the one hundred and thirty-ninth.

E. HENRY LACOMBE,
Circuit Judge sitting in the District Court of the United States for the Southern District of New York in the Second Circuit.

Praecipe on Cross-Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity E-7-74.

Alexander Gilchrist, Jr., Clerk U. S. District Court, Southern District of New York:

You will please take notice that the portion of the record to be incorporated in the transcript on the cross-appeal of the defendants, represented by the undersigned soliicitors, is as follows:

1. The order made and entered in the above-entitled cause on the 5th day of January,

1912, overruling the defendants' demurrers to the petition;

the other papers relating to said cross-appeal, viz., the demurrers, opinion overruling demurrers and final decree, being already contained in the duly authenticated transcript of the record, papers and proceedings, heretofore transmitted by you to

the Supreme Court of the United States on the main appeal of the petitioner herein.

Dated, N. Y., January 12, 1915.

CHOATE, LAROCQUE & MITCHELL,
Solicitors for the Defendants Norddeutscher Lloyd and Gustav Schwab, Jr.,
40 Wall Street,
New York City.

26

SPOONER & COTTON,
Solicitors for Defendants Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft, Canadian Pacific Railway Company, The Allan Line Steamship Company, and Bryce J. Allan,
14 Wall Street,
New York City.

LORD, DAY & LORD,
Solicitors for Defendants The Cunard Steamship Company and Charles P. Sumner.

27

Stipulation.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA. Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*, Defendants.	In Equity E-7-74.

The parties hereto, hereby stipulate and agree that the portion of the record as set forth in the foregoing praecipe of the defendants in the above-entitled case may be incorporated in their said record on cross-appeal to the Supreme Court of the United States.

Dated, New York, January 9th, 1914.

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for Petitioner.

CHOATE, LAROCQUE & MITCHELL.
Solicitors for Defendants Norddeutscher Lloyd and Gustav Schwab, Jr.

SPOONER & COTTON,
Solicitors for Defendants Hamburg-Amerikanische Packetfahrt Actien

Gesellschaft, Canadian Pacific Railway Company, The Allan Line Steamship Company, Limited, and Bryce J. Allan.

LORD, DAY & LORD,
Solicitors for Defendants The Cunard Steamship Company, Limited, and Charles P. Sumner.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for Defendants International Mercantile Co., International Navigation Co., Ltd., The Anchor Line (Henderson Bros.), Ltd., British & North Atlantic Steam Navigation Co., Ltd., Holland-American Line, Societe Anonyme de Navigation Belge Americaine, Ocean Steam Navigation Co., Ltd., Phillip A. S. Franklin, William Coverly, and Adrian Gips. 32

RALPH JAMES M. BULLOWA,
Solicitor for Defendant Russian East Asiatic Co., Alexander E. Johnson and Max Straus. 33

34

Order Overruling Demurrers to Petition.

At a Stated Term of the United States District Court for the Southern District of New York, held at the United States Court and Post Office Building, in the Borough of Manhattan, City of New York, on the 5th day of January, 1912.

Present—Hon. E. Henry Lacombe,
35 Hon. Alfred C. Coxe,
Hon. Henry G. Ward,
Hon. Walter C. Noyes,
Circuit Judges.

The United States of America,
Petitioner,

vs.

Hamburg-Amerikanische Packetfahrt Actien-Gesellschaft, and others,
Defendants.
36

Demurrers having been heretofore filed to the petition herein by defendants, The Allan Line Steamship Company, Limited, International Mercantile Marine Company, International Navigation Company, Limited, The Anchor Line (Henderson Brothers), Limited, Canadian Pacific Railway Company, the Cunard Steamship Company, Limited, British and North Atlantic Steam Navigation Company, Limited, Hamburg-Amerikan-

ische Packetfahrt Actien-Gesellschaft, Nederlandsh-Amerikaansche Stoomvaart Maatschappij (Holland Amerika Lijn), Norddeutscher Lloyd, Societe Anonyme de Navigation Belge Americaine, Russian East Asiatic Steamship Company, Limited, Oceanic Steam Navigation Company, Limited, Bryce J. Allan, Phillip A. S. Franklin, William Coverley, Charles P. Sumner, Emil L. Boas, Adrian Gips, Gustav H. Schwab, Herman G. Van Post, Gustav H. Schwab, Jr., Alexander E. Johnson and Max Strauss, and a certificate having been filed herein on the 31st day of October, 1911, 38
by the Attorney General of the United States, praying that this case be expedited, and the Court having ordered that the argument of these demurrers be heard before all of the Circuit Judges for the Second Circuit, and said demurrers having, in accordance therewith, duly come on to be heard before us on the 11th and 12th days of December, 1911, and after hearing William G. Choate, Esq., counsel for Norddeutscher Lloyd and others, Charles C. Burlingham and William S. Montgomery, counsel for International Mercantile Marine Company and others, Lucius H. Beers, Esq., counsel for Cunard Steamship Company, Limited, and others, John C. Spooner, Esq., counsel for 39
Hamburg-Amerikanische Packetfahrt-Actien Gesellschaft, and Messrs A. L. & S. F. Jacobs, solicitors for the Russian East Asiatic Steamship Company, Limited, and others, all in support of said demurrers, and Henry A. Wise, United States Attorney, in opposition thereto, and due consideration thereon having been had,

Now, upon motion of Henry A. Wise, United States Attorney, solicitor for the petitioner, it is

Ordered, that the said demurrers be, and they

are hereby overruled, with costs to be taxed, with leave to the aforesaid defendants to answer the said petition on or before the first Monday of March, 1912.

E. HENRY LACOMBE,
Circuit Judge.

ALFRED C. COXE,
Circuit Judge.

41

H. G. WARD,
Circuit Judge.

WALTER C. NOYES,
Circuit Judge.

42

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

THE UNITED STATES OF AMERICA, Petitioner, vs. HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, and others, Defendants.	In Equity E-7-74.

44

It is hereby stipulated and agreed, that the foregoing is a true transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties.

Dated, New York, January 15, 1915.

H. SNOWDEN MARSHALL,
U. S. Attorney,
Solicitor for Petitioner.

45

CHOATE, LAROCQUE & MITCHELL,
Solicitors for Defendants Norddeutscher Lloyd and Gustav Schwab, Jr.

SPOONER & COTTON,
Solicitors for Defendants Hamburg-Amerikanische Packetfahrt Actien

Stipulation.

Gesellschaft, Canadian Pacific Railway Company, The Allan Line Steamship Company, Limited, and Bryce J. Allan.

LORD, DAY & LORD,
Solicitors for Defendants The Cunard Steamship Company, Limited, and Charles P. Sumner.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for Defendants International Mercantile Co., International Navigation Co., Ltd., The Anchor Line (Henderson Bros.), Ltd., British & North Atlantic Steam Navigation Co., Ltd., Holland-American Line, Societe Anonyme de Navigation Belge Americaine, Ocean Steam Navigation Co., Ltd., Phillip A. S. Franklin, William Coverly, and Adrian Gips.

RALPH JAMES M. BULLOWA,
Solicitor for Defendant Russian East Asiatic Co., Alexander E. Johnson and Max Straus.

UNITED STATES OF AMERICA,
Southern District of New York, } ss.:

THE UNITED STATES OF AMERICA,
Petitioner,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT ACTIEN-GESELLSCHAFT, and others,
Defendants.

50

I, ALEXANDER GILCHRIST, JR., Clerk of the District Court of the United States of America for the Southern District of New York, do hereby certify that the foregoing is a correct transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties.

In Testimony Whereof, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, this 18th day of January, in the year of our Lord one thousand nine hundred and fifteen and of the Independence of the said United States the one hundred and thirty-ninth. 51

ALEX. GILCHRIST, JR.,
Clerk.

(Seal.)

IN THE

SUPREME COURT OF THE UNITED STATES

THE UNITED STATES OF AMERICA,

Petitioner-Appellant,

vs.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, and others,

Defendants-Appellees.

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IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES OF AMERICA, PETITIONER,

against

HAMBURG-AMERIKANISCHE PACKET-FAHRT-ACTIEN-GESELLSCHAFT, AND OTHERS, DEFENDANTS.

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THE REPORTER CO., WALTON, N. Y.
New York Office: 253 Broadway, Room 205. 'Phone 6575 Barclay.
Brooklyn Office 375 Fulton Street, Room 58. 'Phone 2300 Main.
1913

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332 for Identification. Agreement of British Lines entitled "Agreement on British Westbound Third Class Business." Marked "F1," Liverpool May 23, 1908 Revised up to Aug. 15, 1910, (in evidence, p. 2697) 1899

333 for Identification. Agreement of British Lines, headed "Scandinavian and Finnish Third Class Passenger Business (including Iceland)." Marked "F2" Liverpool Feb. 20, 1908 (in evidence, p. 2713) 1899

334 to 336. Letters from Ismay, Imrie & Co. to White Star Line, New York, dated as follows:

334. Mar. 7, 1908 1899
335. " 28, 1908 1901
336. " 14, 1908 1903

337. Letter from White Star Line to Ismay, Imrie & Co. Liverpool, Mar, 24, 1908. 1904

338. Copy of letter from Ismay, Imrie & Co. to Lee & Franklin, New York, Mar. 24, 1908 1905

339 and 340. Letters from Ismay, Imrie & Co. to White Star Line, New York, dated as follows:

339. Mar. 26, 1908 1907
340. " 28, 1908 1908

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341. Copy of letter from White Star Line, New York, to Ismay, Imrie & Co., Liverpool, April 7, 1908 1909

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342. April 24, 1908 1910

343. " 8, 1908 1911

344. " 8, 1908 1912

345. Copy of letter from White Star Line, New York, to Ismay, Imrie & Co., April 3, 1908 1915

346. Letter from Ismay, Imrie & Co., to White Star Line, New York, April 15, 1908 and also copy of cablegram from Secretary Peters at Jena to Ismay, Imrie & Co., March 23, 1908 1918

347. Letters from White Star Line, Liverpool, to White Star Line, New York, April 25, 1908 1922

348. Copy of letter of White Star Line, New York, to Ismay, Imrie & Co., April 24, 1908 1923

349. Letter from Ismay, Imrie & Co., to White Star Line, New York, April 18, 1908.. 1926

350. Copy of letter to the Secretary of the North Atlantic Passenger Conference, James Street, Liverpool, April 15, 1908 1928

351. Copy of letter from White Star Line, New York, to Ismay, Imrie & Co., April 28, 1908 1929

352. Letter from Ismay, Imrie & Co., to White Star Line, New York, May 2, 1908 1931

353 to 356. Copies of letter from Red Star Line, New York, to Red Star Line, Antwerp, dated as follows:

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353. March 20, 1908 1933
354. " 24, 1908 1934
355. " 27, 1908 1936
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357. May 1, 1908 1938
358. March 26, 1908 1939
359 and 360. Copies of letters from Red Star Line, New York, to Red Star Line, Antwerp, dated as follows:
359. May 29, 1908 1940
360. May 28, 1908 1941
361. Letter from Red Star Line, Antwerp, to Red Star Line, New York, May 26, 1908, with annexed circular letter dated May 25, 1908 1943
362. Copy of letter from Red Star Line, New York, to Red Star Line, Antwerp, June 30, 1908 1947
363. Letter from Red Star Line, Antwerp, to Red Star Line, New York, June 19, 1908 1948
364 to 366. Copies of letters from Red Star Line, New York, to Red Star Line, Antwerp, dated as follows:
364. June 19, 1908 1949
365. June 16, 1908 1950
366. June 9, 1908 1951
367. Letter from Red Star Line, Antwerp, to Red Star Line, New York, June 9, 1908 1953
368 to 381. Copies of letters from Red Star Line, New York, to Red Star Line, Antwerp, dated as follows:
368. June 3, 1908 1954

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369. June 14, 1908 1956
370. July 10, 1908 1957
371. July 7, 1908 1958
372. July 3, 1908 1960
373. Aug. 18, 1908, with letter to Mr. Farley and original letter from Red Star Line, New York, to Red Star Line, Antwerp, dated Aug. 3, 1908, attached 1961
374. Aug. 18, 1908 1963
375. Aug. 7, 1908 1964
376. Aug. 4, 1908 1966
377. May 12, 1908 1967
378. June 26, 1908 1969
379. June 23, 1908 1970
380. June 19, 1908 1971
381. Aug. 14, 1908 1972

382 to 385. Carbon copies of letters from A. E. Johnson & Co., to the Russian-American Line, dated as follows:

382. March 17, 1909 1974
383. March 13, 1909 1976
384. March 11, 1909 1977
385. March 12, 1909 1978

386. Letter from Russian-American Line to A. E. Johnson & Co., Feb. 26, 1909... 1979

387 to 390. Carbon copies of letters from A. E. Johnson & Co., to the Russian-American Line:

387. Feb. 22, 1909 1980
388. No exhibit 1980
389. Feb. 20, 1909 1981
390. Feb. 19, 1909 1982

391 to 395. Letters from the Russian-American Line to A. E. Johnson & Co., dated as follows:

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391. Feb. 9, 1909 1983
392. Feb. 5, 1909 1984
393. Feb. 2, 1909 1985
394. Jan. 30, 1909 1986
395. Dec. 31, 1908 1987

396 to 403. Carbon copies of letters from A. E. Johnson & Co., to the Russian-American Line, dated as follows:

396. Feb. 11, 1909 1988
397. Feb. 11, 1909 1989
398. Feb. 11, 1909 1990
399. Feb. 11, 1909 1990
400. Feb. 10, 1909 1991
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402. Feb. 10, 1909 1993
403. Feb. 10, 1909 1994

404 to 406. Letters from the Russian American Line to A. E. Johnson & Co., dated as follows:

404. Jan. 29, 1909 1994
405. Jan. 29, 1909 1995
406. Jan. 26, 1909 1997

407. Copy of letter from A. E. Johnson & Co. to the Russian-American Line, Feb. 9, 1909 1999

408 and 409. Letters from the Russian-American Line to A. E. Johnson & Co., dated at Libau as follows:

408. Jan. 22, 1909 2000
409. Jan. 21, 1909 2001

410 to 412. Carbon copies of letters from A. E. Johnson & Co., to the Russian-American Line, dated as follows:

410. Feb. 2, 1909 2002
411. Jan. 30, 1909 2003
412. Jan. 28, 1909 2004

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413 and 414. Letters from Russian-American Line to A. E. Johnson & Co., dated as follows:
413. Jan 18, 1909 2005
414. Jan. 11, 1909 2006
415. Letter marked "S.S. Estonia" giving the capacity of the "Estonia" for passengers, dated New York, Jan. 25, 1909. 2007
416. Letter from Russian-American Line to A. E. Johnson & Co., dated Libau July 28, 1909 (omitted) 2007
417. Copy of cablegram to Johnson, New York, dated Copenhagen, Sept. 12, 1908 2008
418. Letter from Russian-American East Asiatic Co. Ltd., to A. E. Johnson & Co., Sept. 12, 1908 2009
419. Copy of cablegram from Johnson to Copenhagen, undated 2010
420. Cablegram from Russian East Asiatic Co. to Johnson, Sept. 4, 1908..... 2010
421. Copy of cablegram to Johnson from Russian East Asiatic Co. Ltd., dated Copenhagen, Sept. 29, 1908 2011
422. Copy of letter to A. E. Johnson & Co. from Russian East Asiatic Co. Ltd., Aug. 29, 1908 (omitted) 2011
423. Letter from Russian East Asiatic Co. Ltd. to A. E. Johnson & Co., dated Copenhagen, Sept. 4, 1908 2012
424. Copy of cablegram from Russian East Asiatic Co. Ltd., to Johnson, Sept. 5, 1908 2013
425. Copy of cablegram from Russian East Asiatic Co. Ltd., to Johnson, Sept. 2, 1908 2014

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426 to 428. Letters from the Russian-American Line to A. E. Johnson & Co., dated at Libau as follows:

426. Sept. 1, 1910 2015

427. June 16, 1909 2017

428. June 16, 1909 2018

429. Letter from Russian East Asiatic Co. Ltd. to A. E. Johnson & Co., dated Copenhagen, Sept. 15, 1908 2019

430. Copy of cablegram to Russian-East Asiatic Co., from Johnson, undated... 2020

431. Copy of cablegram to Russian-East Asiatic Co. from Johnson, undated.. 2021

432. Copy of cablegram to Johnson from Russian-East Asiatic Co. Ltd., dated Copenhagen, Sept. 1, 1908 2021

433. Letter from Russian-East Asiatic Co. Ltd., to A. E. Johnson & Co., Sept. 3, 1908, with two copies of letters annexed 2022

434. Letter from Russian-American Line to A. E. Johnson & Co., dated Libau, May 31, 1912, with copy of cablegram annexed 2024

435. Letter from Russian-East Asiatic Co. to A. E. Johnson & Co., dated Copenhagen, Sept. 22, 1908 2025

436. Letter from Russian-East Asiatic Co. to A. E. Johnson & Co., dated Copenhagen, Sept. 30, 1908 2026

437. Cablegram from Libau to A. E. Johnson & Co., Sept. 20, 1908 2027

438. Cablegram from A. E. Johnson & Co. to Russian-East Asiatic Co., undated.... 2027

439. Cablegram from Copenhagen to A. E. Johnson & Co., Aug. 25, 1908 2028

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440. Cablegram from A. E. Johnson & Co. to Russian-East Asiatic Co., undated. 2029

441 to 444. Letters from Russian-American Line to A. E. Johnson & Co., dated at Libau as follows:

441. Aug. 13, 1909 2030

442. Aug. 10, 1909 2032

443. Aug. 9, 1909 2033

444. Sept. 3, 1909, with copy of letter dated Sept. 3, 1909, annexed. 2034

445. Copy of letter to Russian-American Line Libau, Oct. 11, 1909 2035

446. Copy of cablegram to Maxolaf, New York, Aug. 18, 1909 2037

447. Letter from Russian-American Line to A. E. Johnson & Co., Mar. 28, 1909.. 2038

448. Copy of letter from A. E. Johnson & Co. to Russian-East Asiatic Co., Copenhagen, June 11, 1909 2039

449. Copy of cablegram from A. E. Johnson & Co., to Orient, Copenhagen, undated. 2040

450. Copy of telegram signed "Johnson" dated June, 1908 2040

451. Copy of letter to Russian-East Asiatic Co. from A. E. Johnson & Co., June 13, 1908 2041

452. Copy of cablegram from A. E. Johnson & Co. to Orient, Copenhagen, undated. 2043

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453. July 18, 1908 2043

454. June 9, 1908 2044

455. June 12, 1908 2045

456. Letter from Russian-American Line to A. E. Johnson & Co., Aug. 18, 1909.. 2048

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457 to 468. Copies of letters from A. E. Johnson & Co., to Russian-American Line, Libau, dated as follows:

457. Nov. 30, 1910 2049
458. Nov. 15, 1910 2049
459. Nov. 9, 1910 2050
460. Nov. 4, 1910 2051
461. Nov. 1, 1910 2054
462. Mar. 18, 1909 2055
463. Mar. 19, 1909 2056
464 Mar. 22, 1909 (omitted) 2056
465. Mar. 26, 1909 (omitted) 2056
466. Mar. 25, 1909 2057
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469 to 471. Original letters from the Russian-American Line to A. E. Johnson & Co., dated as follows:

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476. April 16, 1909 2066
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480. Original statement of Emigrant Railway Fares, dated Mar. 21, 1909 2070

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482. April 29, 1909 2072
483. Copy of letter from A. E. Johnson & Co. to Ruys & Co., Dec. 12, 1908..... 2072
484 and 485. Letters from Ruys & Co. to A. E. Johnson & Co., dated as follows:
484. Dec. 12, 1908 2073
485. Jan. 14, 1909 2074
486 and 487. Copies of letters from A. E. Johnson & Co. to Ruys & Co., dated as follows:
486. Feb. 18, 1909 2075
487. April 16, 1909 2075
488. Copy of letter from A. E. Johnson & Co. to the Russian-American Line, Nov. 4, 1908 2076
489. Letter from Russian-East Asiatic S. S. Co. to A. E. Johnson & Co., Oct. 26, 1908 2078
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491 and 492. Original letters from Russian-East Asiatic S. S. Co. to A. E. Johnson & Co., dated as follows:
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494. Sept. 18, 1909 2082
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497. Sept. 8, 1909 2084
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500. Oct. 4, 1909 2087
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504. Oct. 11, 1909 2091
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508. Dec. 6, 1909 2094
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509. Jan. 6, 1910 2095
510. Jan. 31, 1910 2096
511. Letter from Russian-American Line to A. E. Johnson & Co., Dec. 28, 1909... 2097
512. Cablegram from A. E. Johnson & Co., to Orient, Copenhagen, Jan. 7, 1912..... 2098
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708. Letter from Ismay, Imrie & Co. to W. W. Jefferies, Dec. 3, 1910, with various minutes of Conference meetings 2299

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In the Supreme Court of the United States.

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT ET AL.

No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT ET AL., APPELLANTS,

v.

THE UNITED STATES OF AMERICA.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF FOR THE UNITED STATES.

STATEMENT OF THE CASE.

INTRODUCTION.

These are cross appeals from a decree of the United States District Court for the Southern District of New York dismissing, except in one subordinate particular, a suit in equity brought by the United States under the Federal Anti-Trust Act, 26 Stat. 209, c. 647, to dissolve a combination of steamship lines in respect of the transportation of

steerage passengers between the United States and Europe. The case comes directly from the District Court as provided by the Expediting Act, 32 Stat. 823, c. 544; 36 Stat. 854, c. 428.

The petition charges that the defendants, comprising practically all the steamship lines engaged in the North Atlantic steerage trade, have entered into a combination in respect to the transportation of steerage passengers to and from the United States; have apportioned that business among themselves in definite percentages; have fixed rates; and also, by various unfair competitive practices, including the joint operation of "fighting ships," have driven from the field competitors outside the combination, and thus attained a virtual monopoly.

On demurrer the District Court held, December 20, 1911, that the petition stated a good cause of action under the Anti-Trust Act. *United States* v. *Hamburg American Line* (200 Fed. 806; 10 R. 5123). On final hearing, however, it reversed itself. Whilst apparently sustaining all essential allegations of fact contained in the petition,[1] it nevertheless held that the combination was a "reasonable one" and dismissed the petition absolutely except as to the subordinate feature of the "fighting ships" (Opinion, 216 Fed. 971; 10 R. 5127; Decree, 10 R. 5136).

The Record consists of 14 volumes. All of the oral evidence, together with the petition and answers, is contained in three volumes—11, 12, and 13. Volumes 1 to 10, inclusive, consist of docu-

[1] It did not find that the rates were excessive, as charged; but that was not an essential allegation. See *infra*, pp. 115–117.

mentary exhibits—agreements, resolutions, correspondence, etc.—of which the most important are the following:

Description of exhibits.	Volume and page.	Exhibit No.
Agreement A. A., the general pool agreement....	1 R. 49.....	3.
The Mediterranean Agreement.....	1 R. 95.....	6.
Minutes of Atlantic Conference.....	5 R. 2282, 2294, 2301, 2306, 2310.	705, 707, 708, 709, 712.
Minutes of American Atlantic Conference.....	1 R. 388–424.	62–76.
Typical weekly statements showing percentage carried by each line.	5 R. 2448..	727.
Typical compensation accounts showing sums payable or receivable for variations from pool percentages.	7 R. 3382, 3401, 3597	1278, 1281, 1089.
Agreement adopting general schedule of rates for British trade.	5 R. 2697..	757.
Agreement adopting general schedule of rates for Scandinavian trade.	5 R. 2713..	758.
Agreement adopting general schedule of rates for Finnish trade.	5 R. 2664..	754.
Agreement adopting general schedule of rates for Continental trade.	9 R. 4895..	1644.
Fighting ship agreement.....	5 R. 2283, sec. 1.	705.
Typical compensation accounts dividing expense of fighting ships.	9 R. 4382, 4406, 4819, 4902, 4922.	1509, 219, 1630, 462, 1647.
Rule 9, boycotting agents of independent lines.	1 R. 219, 229.	20, 22.
Railroad agreements to refuse "commercial allowances" to independent lines.	1 R. 359–360, 376 – 377, Art. III sec. 1.	59, 60.
Tables showing carryings of each line and of the respective groups of lines each calendar year 1906–1911.	2 R. 533–1041.	154–159.

The opinions of the court below, both on demurrer and on final hearing, together with the final decree and the Government's assignments of error, are in volume 10. The defendants' assignments of error on cross appeal are in volume 14.

DESCRIPTION OF DEFENDANTS.

The corporate defendants are as follows:

THE ALLAN LINE STEAMSHIP COMPANY, LIMITED, hereafter called the "Allan Line," a British corporation, operating from Portland, Boston, and Philadelphia to London, Liverpool, and Glasgow and return (Pet. 11 R. 3; Ans. Allan Line, 11 R. 148).

INTERNATIONAL MERCANTILE MARINE COMPANY, a New Jersey corporation, operating from New York and Philadelphia to Liverpool and Southampton and return. Its ships, together with those of its subsidiary company, defendant INTERNATIONAL NAVIGATION COMPANY, LIMITED, also operating from New York and Philadelphia to Liverpool and Southampton, are hereafter jointly referred to as the "American Line." Besides International Navigation Company, Limited, it also controls through stock ownership the defendants British and North Atlantic Steam Navigation Company, Limited, Societe Anonyme de Navigation Belge Americaine, and Oceanic Steam Navigation Company, Limited (Pet. 11 R. 4–5; Ans. 11 R. 104).

BRITISH AND NORTH ATLANTIC STEAM NAVIGATION COMPANY, LIMITED, a British corporation, hereafter called the "Dominion Line," operating from Port-

land to Liverpool and return (Pet. 11 R. 9; Ans. 11 R. 104).

SOCIETE ANONYME DE NAVIGATION BELGE AMERICAINE, a Belgian corporation, hereafter called the "Red Star Line," operating from New York and Philadelphia to Antwerp and return (Pet. 11 R. 14; Ans. 11 R. 104).

OCEANIC STEAM NAVIGATION COMPANY, LIMITED, a British corporation, hereafter called the "White Star Line," operating from New York and Boston to Liverpool and Southampton and return (Pet. 11 R. 17; Ans. 11 R. 104).

THE ANCHOR LINE (HENDERSON BROTHERS), LIMITED, a British corporation, hereafter called the "Anchor Line," operating from New York to Glasgow and return.

CANADIAN PACIFIC RAILWAY COMPANY, a Canadian corporation, operating a regular line of steamships, hereafter called the "Canadian Pacific Line," from Montreal, Quebec, and St. John in the Dominion of Canada to Liverpool, England, and return. It also owns and operates a transcontinental railroad which, partly through branches running into the United States and partly through connections with the Wabash and other American railroads, transports a substantial proportion (12%) of its steamship passengers to and from points in this country (Pet. 11 R. 7; Ans. 11 R. 204–205; Kerr 13 R. 1598–1612).

THE CUNARD STEAMSHIP COMPANY, LIMITED, a British corporation, hereafter called the "Cunard Line," operating from New York and Boston to Liv-

erpool in England, Fiume in Hungary, and Trieste in Austria, and return (Pet. 11 R. 8; Ans. 11 R. 229–230).

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, a German corporation, hereafter called the "Hamburg-American Line," operating from New York to Hamburg and return (Pet. 11 R. 10; Ans. 11 R. 166).

NORD DEUTSCHER LLOYD, a German corporation, hereafter called the "North German Lloyd Line," operating from New York, Baltimore, and Galveston to Bremen and return (Pet. 11 R. 13; Ans. 11 R. 128).

NEDERLANDSH-AMERIKAANSCHE STOOMVAART MAATSCHAPIJ (HOLLAND-AMERIKA LIJN), a Netherlands corporation, hereafter called the "Holland-America Line," operating between New York and Rotterdam and return (Pet. 11 R. 12; Ans. 11 R. 86).

RUSSIAN EAST ASIATIC STEAMSHIP COMPANY, a Russian corporation, hereafter called the "Russian-America Line," operating between New York and Libau, Russia, and return (Pet. 11 R. 15; Ans. 11 R. 259).

The individual defendants are principal officers or general agents in this country of the defendant corporations, as follows:

BRYCE J. ALLEN is agent of the Allan Line at the port of Boston (Pet. 11 R. 4; Ans. 11 R. 222; Allan 13 R. 1428).

PHILIP A. S. FRANKLIN is vice-president of the International Mercantile Marine Company (Pet. 11 R. 6; Ans. 11 R. 104).

WILLIAM COVERLEY is general agent of the Anchor Line and manager of its business in the United States (Pet. 11 R. 7; Ans. 11 R. 68).

CHARLES P. SUMNER is general agent of the Cunard Line and manager of its business in the United States (Pet. 11 R. 9; Ans. 11 R. 255).

EMIL L. BOAS (now deceased) was resident director of the Hamburg-American Line and general manager of its business in the United States (Pet. 11 R. 11; Ans. 11 R. 186).

ADRIAN GIPS is general agent of the Holland-America Line in the United States (Pet. 11 R. 12–13; Ans. 11 R. 86).

GUSTAV H. SCHWAB (now deceased), HERMAN C. VON POST and GUSTAV H. SCHWAB, Jr., partners doing business under the firm name of Oelrichs and Company, were general agents of the North German Lloyd Line and in charge of its affairs in the United States (Pet. 11 R. 14; Ans. 11 R. 124).

ALEXANDER E. JOHNSON and MAX STRAUS, copartners under the firm name of A. E. Johnson and Company, are general passenger agents of the Russian-America Line in the United States (Pet. 11 R. 16; Ans. 11 R. 265; Straus, 12 R. 745).

DESCRIPTION OF THE BUSINESS.

The transportation of steerage passengers between the United States and Europe is a business of great importance. The average number of such passengers transported in each of the years 1907–1911, inclusive, was over 1,400,000 (2 R. 694, 776,862, 954). In 1911,

the year in which this suit was filed, the number was as follows:

East bound	515,491
West bound	785,765
Total	1,301,256

As the average steerage rate is $35 (Nyland, 11 R. 509), the annual revenue from this traffic must be approximately $50,000,000.

Speaking generally, the steamship lines carry not only steeragers but also first-class passengers, second-class passengers,[1] and freight. The ships are so constructed that whenever steerage travel is light the bunks and partitions in the steerage can be removed, making the space available for freight (Straus 12 R. 894).

The steamship lines are divided naturally and by long trade practice into three groups:

(1) The British Lines, comprising those whose eastern termini are in the British Isles or in Scandinavia, including Norway, Sweden, and Denmark.

(2) The Continental Lines, comprising those whose eastern termini are in continental Europe north of Cadiz, Spain, but excluding Scandinavia.

(3) The Mediterranean Lines, which, as their name indicates, operate from Mediterranean ports.

Representatives of these groups are accustomed to meet from time to time for discussion and concerted

[1] First and second class passengers are referred to collectively as "cabin" passengers. Some ships also carry third-class passengers, so-called; but for the purposes of this case third-class and steerage are the same (General Pool Agreement, 1 R. 60, Art. 13, Commentary a).

action on matters of mutual interest. This practice has given rise to permanent associations called conferences. The British Lines constitute the North Atlantic Conference, the Continental Lines the Continental Conference, and the Mediterranean Lines the Mediterranean Conference. The British Lines and the Continental Lines together constitute the Atlantic Conference.

HISTORY OF THE COMBINATION.

While this case is chiefly concerned with the so-called Agreement AA—the General Pool Agreement of February 5, 1908—described hereinafter, p. 12, nevertheless, in order to present the situation adequately, a brief reference to several earlier agreements is necessary.

The famous N. D. L. V.[1] agreement of January 19 1892, is the earliest known pooling arrangement in this trade (Ismay, 12 R. 1007; Winter, 12 R. 1165, 1168; Govt. Ex. 2, 1 R. 3). It included only the Continental Lines and apportioned among them in definite percentages the steerage traffic, westbound and eastbound, between the United States and continental Europe.[2] The British Lines were not parties to this agreement, but 14 per cent of the continental traffic was set apart for them, that being the

[1] Nord-Atlantischer Dampfer-Linien Verband or North Atlantic Steamship Lines Combine.

[2] The original N. D. L. V. agreement covered only westbound traffic, but from the minutes of its later meetings and from subsequent agreements with other lines it is clear that it was subsequently extended to cover *eastbound* traffic also (6 R. 2749, m. 434, 435 a; 1 R. 83; 90; 165–166 m. 837–838; 179, m. 904, note).

proportion which on the basis of past carryings they might be expected to secure[1] (Winter, 12 R. 1166).

An agreement between the N. D. L. V. lines—i. e., the Continental Lines—and the British Lines, was contemplated, however, and on September 10, 1895, was entered into (Govt. Ex. 745, 5 R. 2604). By this agreement the Continental Lines entirely withdrew from the transportation of steerage passengers between British, Scandinavian, and Finnish ports and the United States, both westbound and eastbound (5 R. 2604, sec. 2; Ismay, 12 R. 1035). In return the British Lines accepted 6 per cent[2] as their share of the continental steerage traffic with the United States and promised to maintain minimum rates not lower than the lowest rate fixed by the Continental Lines (5 R. 2604, secs. 3, 5, 6). There were also provisions for the compilation of pool statistics, for the payment of compensation in case the allotted percentages were exceeded by either group, and otherwise insuring the agreed distribution of traffic.

By a separate pooling agreement dated June 27, 1896, the British Lines apportioned among themselves the 6 per cent of continental business allotted to them (5 R. 2608; Ismay, 12 R. 1036).

These agreements have all been renewed from time to time and theoretically at least are still in existence, though largely superseded in fact by the General Pool

[1] At that time there were no direct Mediterranean Lines to be considered (Winter, 12 R. 1165).

[2] The 14 per cent set apart for the British Lines in the original N. D. L. V. agreement included the Scandinavian trade (1 R. 5, Commentary to Article I).

Agreement (Winter, 12 R. 1165; 1 R. 157, Resolution 801; 6 R. 2741, 2749; 5 R. 2621; Ismay, 12 R. 1037; Cauty, 12 R. 1092).

In 1902 dissension arose, due partly to the establishment by the Cunard Line at the request of the Hungarian Government of a direct Mediterranean service from Fiume, Hungary (Winter, 12 R. 1175–1178, 1181), and partly to a contest for first-cabin business precipitated by the building of new vessels with luxurious first class accommodations[1] (Winter, 12 R. 1178–1181). These difficulties were composed in 1905 but broke out afresh in 1907 with the building of the Mauretania and Lusitania (Winter, 12 R. 1176, 1182, 1188–1190). This second disagreement was of brief duration. Late in 1907 negotiations began which resulted, February 5, 1908, in Agreement AA—the General Pool Agreement—discussed hereinafter p. 12 (Winter, 12 R. 1190; Govt. Ex. 3, 1 R. 49).

Meanwhile, with the growth of traffic between southeastern Europe and Asia and the United States, direct Mediterranean lines had sprung up, particularly lines from Italy and Greece. These lines commenced to bid for continental traffic. The Continental Lines in turn sought Mediterranean traffic. A period of competition ended with the so-called Mediterranean Steerage Traffic Agreement of February 8, 1909, by which the Mediterranean Lines withdrew from continental business both eastbound and westbound, and the

[1] This case has nothing to do with the first-class passenger business.

British and Continental lines, except those having direct Mediterranean services, withdrew from Mediterranean business both eastbound and westbound [1] (Govt. Ex. 6, 1 R. 95, 104, Article 17; Nyland, 11 R. 545; Richard, 12 R. 804–805; Winter, 12 R. 1191). This agreement is still in effect (Ismay, 12 R. 1043). Incidentally, the Mediterranean Lines are parties to pooling agreements of their own, similar to Agreement AA, covering this Mediterranean business from which the British and Continental lines withdrew (1 R. 95–96, 113–114, 116–117; 5 R. 2426–2428, 2434–2435).

As a result of these arrangements the trans-Atlantic steerage traffic is divided into two parts, (1) the North Atlantic traffic, including passengers from the British Isles and continental Europe north of Cadiz, Spain; (2) the Mediterranean traffic, principally from Italy, Greece, and Asiatic countries. As to each, competition is suppressed by pooling agreements among the interested lines. The defendants in this suit are engaged in the North Atlantic traffic.

THE GENERAL POOL AGREEMENT.

Agreement AA, known as the General Pool Agreement, which is the foundation of the present case, was entered into February 5, 1908, by both the N. D. L. V.

[1] Though all the Mediterranean Lines were not originally parties to this agreement, they subsequently became so; the French Line, the American Line, and the White Star Line under Special Agreement A, February 18, 1909 (1 R. 116; Ismay, 12 R. 1043); the Austro Americana Line and the Cunard Line by Special Agreement B, October 1, 1908 (1 R. 113), and Special Agreement E, January 1, 1910 (5 R. 2426; Ismay, 12 R. 1042–1043; and the Greek Lines by Special Agreement E, January 1, 1910 (5 R. 2426), and Special Agreement F, January 1, 1910 (5 R. 2432).

or Continental Conference Lines and the British or North Atlantic Conference Lines. The original parties were—

The Allan Line,

The Anchor Line,

The Cunard Line,

The Hamburg-American Line,

The Holland-America Line,

The North German Lloyd Line,

The Red Star Line,

International Mercantile Marine Company,

The Canadian Pacific Railway Company (Atlantic steamship lines),

The French Line.

(1 R. 50–51; 1 R. 81, Appendix III, clause f; Sandford, 11 R. 334–335; Winter, 13 R. 1412.)

Agreement Z, dated February 5, 1908, admitted certain Canadian lines, namely, the Allan Line (Canadian Services), the Dominion Line and the Donaldson Line (5 R. 2667; Ismay, 12 R. 1041).

Agreement BB, dated September 1, 1908, admitted the Russian East Asiatic Line (5 R. 2682; Ismay, 12 R. 1041; Straus, 12 R. 776–777, 742–743; Ans. 11 R. 259, sec. 2).

The Royal Line, a subsidiary of the Canadian Northern Railroad Company, was admitted by Agreement CC, August 15, 1910 (5 R. 2413), and Agreement DD, August 15, 1910 (5 R. 2412; Kerr 13 R. 1603; Ismay, 12 R. 1042; Winter, 12 R. 1192).

The Scandinavian-American Line was admitted by two agreements dated March 3, 1910 (5 R. 2358,

sec. 1; 5 R. 2362; Ismay, 12 R. 1028; Minutes of the Atlantic Conference, 5 R. 2337, m. 87; 2339–2342; 2347, m. 120; 2351, m. 134; 2355, m. 150; Govt. Ex. 715, 5 R. 2372).

Thus the General Pool Agreement included or has come to include practically every steamship line engaged in the steerage traffic between the United States and all of Europe north of Cadiz, Spain, including the British Isles and Scandinavia. The only exceptions are the Russian Volunteer Fleet, which was soon driven out of business, and the New York and Continental Line, which commenced after the pool was formed and which, twice ruined and forced to reorganize by the unfair and oppressive practices of the combination hereinafter set forth, persists to-day in an insolvent condition as the Uranium Line, the sole surviving independent (Winter, 12 R. 1192; 13 R. 1420–1421; Thomas, 13 R. 1702, 1703).

The General Pool Agreement is reproduced in full in the record (1 R. 49), and in substance provides as follows:

(1) The parties guarantee to each other certain definite percentages of the entire steerage traffic carried by them both eastbound and westbound between European ports and the United States and Canada, except Mediterranean passengers (1 R. 51–53, Arts. 1–3).

(2) Any line exceeding its allotment must pay into the pool a compensation price of £4 for each excess passenger, which sum is to be paid proportionately to

the line or lines which have not carried their full quota. It is expressly stated that this provision "forms one of the main features of the entire contract" (1 R. 55–56, Art. 6).

(3) Each line must make a weekly report of the number of steerage passengers carried, and from these the secretary of the pool compiles weekly statements showing the pool position of each line. He also prepares each month provisional accounts of the compensation due from lines which have exceeded their quota. This must be paid immediately on pain of heavy penalties. Final settlements are made at the end of each year (1 R. 57, Art's 8 and 10).

(4) Each line undertakes to arrange its rates and service in such manner that the number of steerage passengers it actually carries shall correspond as nearly as possible with the number allotted to it by the contract. If any line exceeds its proportion it is in duty bound to adopt measures calculated to bring about a correct adjustment. The other lines may either await the action of the individual line or a majority of the lines representing 75 per cent of the pool shares can immediately order rates on a plus line to be raised or rates on a minus line to be lowered, and from this order there is no appeal. It is expressly stated, however, that "all parties were unanimously of the opinion that the adjustment is, whenever practicable, to be effected not by reducing the rates of one Line but on the contrary by *raising* the rates of one or several of the Lines" (1 R. 58, Art's 9 and 11).

(5) No line has the right to alter its steerage rates without having previously informed the secretary; i. e., all lines are bound to maintain existing rates until the other pool members are notified (1 R. 60, Art. 12).

(6) No circulars or publications shall be issued by any line reflecting upon or instituting comparisons with any other conference line unfavorable to the latter, and no party shall support (advertise in) any newspaper which shall systematically attack any conference line (1 R. 63, Art. 16).

(7) To insure the faithful performance of the agreement, each line deposits with the secretary a promissory note in the amount of £1,000 for each per cent of traffic allotted to it in the pool. From this amount penalties may be collected ranging from £250 for smaller infractions to the forfeiture of the entire deposit if the line withdraws from the agreement before its expiration, refuses to pay compensation money, or assists directly or indirectly any opposition line (1 R. 64–66, Art's 17–21).

(8) New lines may be admitted or the terms of the agreement altered only by unanimous vote, unless otherwise provided in the contract (1 R. 66, Art. 22).

(9) To assist in the carrying out of the agreement a Secretary was appointed—Mr. H. Peters at Jena, Germany (1 R. 67, Art. 23; Ismay, 12 R. 1017). Arbitrators are also provided for (1 R. 67–68, Art's 23 and 24).

(10) Regular meetings are to be held alternately at London and Cologne for the purpose of carrying

out this agreement and agreements collateral thereto (1 R. 71, Art. 25). These meetings constitute what is called The Atlantic Conference (Cauty, 12 R. 1047). A considerable portion of the minutes of The Atlantic Conference, showing the various matters discussed and the action taken thereon, are set forth in the record (5 R. 2282, Govt. Ex. 705; 5 R. 2301, Govt. Ex. 708; 5 R. 2310, Govt. Ex. 712).

Representatives of the Atlantic Conference Lines likewise meet in New York in what is called the American Atlantic Conference or New York Conference, the secretary of which, at the time this suit was filed, was Mr. Lawson Sandford (Sandford, 11 R. 292, 312–313, 339; Cauty, 12 R. 1047; Ismay, 12 R. 1016; Minutes American Atlantic Conference, 1 R. 388; Letter showing object of American Atlantic Conference, 6 R. 2873). Minutes of the American Atlantic Conference are also in the record (Govt. Ex's 61–76, 1 R. 385–419).

(11) The agreement was originally for three years, until February 22, 1911, and thereafter from year to year unless notice should be given on or before December 1, 1910 (1 R. 73, Art. 27). December 3, 1910,[1] it was renewed for five years (Ismay, 12 R. 1031).

It is not disputed that the terms of this agreement have been and are being faithfully carried out—that the pool percentages have been accepted, weekly statistics circulated of steerage passengers carried by the various lines, rates raised and lowered, and com-

[1] One month before this suit was filed, January 4, 1911.

pensation payments regularly collected from the lines exceeding their quota and distributed to those falling short (Ismay, 12 R. 1019, fol. 3057; Lister, 13 R. 1532; Franklin, 13 R. 1800).

RATE FIXING BY THE COMBINATION.

The fixing of rates is the primary purpose to which all other provisions of the General Pool Agreement—such as the apportionment of traffic—are subordinate. The defendants do not deny this. As testified by Cauty, vice president of the International Mercantile Marine (12 R. 1092–1093):

> Now, in arriving at a pool we did not say to ourselves "This business must be pooled." I do not know whether you can understand the distinction; I want to make it clear. We did not approach it as a pool with one object in view. We had been working almost entirely up to then under rate agreements, and I may tell you it was a very, very difficult thing when you had to give a separate minimum rate to each individual steamer on the Atlantic. We did accomplish that in respect of first and second-class passengers, but with regard to third-class the difficulties between the various lines were insurmountable, and I think I can say that for nearly two years negotiations were going on in a desultory fashion between various interests in an endeavor to find some way out of this deadlock in regard to third-class business, and it was only after considering a great many different ways of arriving at a solution of the question

> that this pool, the AA Agreement, about which so much has been said, was made. *That pool was established as an alternative to a rate agreement*, and we have found it has got over a great many of the difficult questions which had to be considered in connection with third-class business. [Italics ours.]

To the same effect see Hannah, 13 R. 1466, 1474, 1476–1477; Lister, 13 R. 1495–1496; Cauty, 12 R. 1079; Circular letter, 7 R. 3318 fol. 9954.

In stating that the combination fixes rates we do not refer merely to the provisions in Agreement AA permitting lines representing 75 per cent of the pool shares to alter individual rates for pool adjustment purposes, and requiring each line to maintain existing rates until notice has been given to the other parties. *We refer also to the adoption of whole schedules of rates and to the inauguration of general and uniform advances.*

In Agreement AA itself a general schedule of rates was approved (Appendix I, sec. (2), 1 R. 76). Subsequent changes were made as follows:

A general schedule of Scandinavian rates was adopted February 20, 1908, and with amendments is in effect to-day (5 R. 2713; Ismay, 12 R. 1040).

A general schedule of British rates was adopted May 23, 1908, amended August 15, 1910, and is in effect to-day (5 R. 2697; Ismay, 12 R. 1042).

It seems to have been the practice to fix the Continental rates at the beginning of each year. The last schedule of continental rates shown in the record

is that agreed upon effective January 1, 1911, three days before this suit was filed (9 R. 4895, Govt. Ex. 1644).[1]

The officers of the defendant lines themselves admitted that the present steerage rates are *all* reached by agreement.

For example, Franklin, vice president of the International Mercantile Marine, testified (13 R. 1825–1826):

> Q. And the rates both under "AA" and under the first and second-class agreements have been fixed by agreement, have they not?
>
> A. *They are all fixed to-day by agreement.*
>
> Q. But they have been, have they not, since those agreements have been in effect?
>
> A. *They have been practically since 1908.*
>
> [Italics ours.]

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[1] For other instances of rate fixing by general agreement see 8 R. 3909; 7 R. 3340 et seq.; 6 R. 2871, 2893, 3169, 3182, 3188, 3194, 3195; 5 R. 2254, 2255, 2257, 2267, 2659, 2664; 4 R. 2000, 2012, 2013, 2069; 9 R. 4545–4548; Lister 13 R. 1496, 1544–1545; 8 R. 4301–4302 m. 18, 19, 20; Franklin, 13 R. 1815, 1825–1826.

That an individual line might theoretically initiate changes in its own rates on notice to the other parties is of course immaterial. The rates so initiated are subject to the control of a majority of the lines representing 75 per cent of the shares, and rate changes resulting in deviation from allotted percentages are not tolerated (1 R. 59, Art. 11). As said by this court in *United States* v. *Joint Traffic Assn.*, 171 U. S. 505, 563:

"It is obvious, however, that if such deviation from rates by any company from those agreed upon, be tolerated, the principal object of the association fails of accomplishment, because the purpose of its formation is the establishment and maintenance of reasonable and just rates and a general uniformity therein. If one company is allowed, while remaining a member of the association, to fix its own rates and be guided by them, it is plain that as to that company the agreement might as well be rescinded. This result was never contemplated. * * * the board undoubtedly has authority and power to enforce the uniformity of rates * * *."

Similarly, Winter, passenger manager of the North German Lloyd, testified (13 R. 1748):

> Q. They [steerage rates] have increased to a certain extent, have they not?
>
> A. Yes, with the demand.
>
> Q. And the rates practically now are $35?
>
> A. Yes, on an average.
>
> Q. *That is by agreement amongst the lines also?*
>
> A. *Yes*, and the demand. [Italics ours.]

The following correspondence illustrates how general advances take place:

Circular letter, March 30, 1908, Secretary Peters to Pool Members (7 R. 3305):

> On Thursday last I informed the Parties that the Continental Lines intended to advance steerage rates all round four dollars except for Continental steamers sailing about same date as steamers of opposition lines, and that they further intended to advance westbound steerage rates all round by ten marks, requesting British Lines to increase their eastbound and westbound Continental steerage rates accordingly.
>
> To-day I wired as follows:
>
> "All lines have agreed immediate advance Continental steerage rates eastbound four dollars, westbound ten marks."

Circular letter, April 10, 1909, Secretary Peters to Pool Members (8 R. 3918):

> The Mediterranean Lines having finally agreed to increase their eastbound rates by three dollars after 17th instant and Mr. Smyth having informed me that the British Lines will

agree to the proposed advance of Continental eastbound steerage rates when the Mediterranean Lines have advanced theirs, I shall cable Mr. Sandford on Thursday next, that circulars announcing the immediate advance of Continental eastbound rates by three dollars are to be issued on April seventeenth.

Letter, August 21, 1908, White Star Line to Ismay, Imrie & Co. (6 R. 3194):

Scandinavian-Finnish prepaid Third-Class Rates.

We have just received through the Secretary of conference copy of cable just received from Secretary Smyth, reading as follows:

"All Lines agreed advance Scandinavian-Finnish prepaids $1.25 for aliens, except "Lusitania" "Caronia" class $1.50 to rectify parity rates, and charge $4.00 less citizens, Canadians, in force 24th."

We will, of course, take joint action with the other Lines and circularize agents promptly, notifying them that the new rates will go into effect Aug. 24th.

UNFAIR METHODS OF COMPETITION AGAINST INDEPENDENT LINES.

The parties to the General Pool Agreement above described—the Atlantic Conference Lines—have concertedly employed the following unfair and oppressive methods to destroy the few independent lines that have existed and to prevent the creation of new ones:

1. The use of "fighting ships."

2. Boycotting agents who sell tickets for independent lines.

3. Requiring railroads to discriminate against independent lines in the payment of "commercial allowances."

By these methods they have driven out one competitor—the Russian Volunteer Fleet; have forced another—the Russian East Asiatic Company—to join the pool; and have inflicted such severe losses upon a third—the New York and Continental Line—that it has been twice compelled to reorganize, first as the Northwest Transport Company and second as the Uranium Line, and exists to-day in an insolvent condition sustained only by the large financial resources of certain of its stockholders. (*Infra*, pp. 29–33.)

1. FIGHTING SHIPS.

Whenever a line outside the combination advertised an eastbound steamer to sail on a specific date, one of the lines in the combination, in accordance with the common design, would immediately advertise the sailing of an opposition steamer [1] on the same or about the same day and at the same or lower rates. These were called "fighting ships" by the defendants themselves (9 R. 4922, 4902, 4832, 4382; 5 R. 2316 (m. 45); 2332 (m. 75); 2335 (m. 79); 4 R. 2092–2093; 1 R. 275). Usually the rate advertised for the fighting steamer was $1 below the rate advertised by

[1] Designated by the so-called "Small Committee" appointed for that purpose in New York (Nyland, 11 R. 454–455; Cauty, 12 R. 1053; Winter, 12 R. 1158).

the outside line.[1] The outside line would then reduce its rate and the fighting steamer would follow with another reduction (Fourman, 11 R. 559, 568–569, 573–585), with the result that both steamers usually sailed at rates far below those normally charged, in fact so low as necessarily to result in losses to both parties (Ans., 11 R. 137, 155, 174; Fourman, 11 R. 566–569).

The line furnishing the fighting steamer was compensated for its losses by contributions from the other parties to the combination in proportion to their interest in the pool (9 R. 4382, 4406, 4902; Cauty, 12 R. 1055). If the fighting steamer booked more passengers than it could carry they were distributed among the steamers of other members of the combination, and for these passengers also compensation was paid by the entire pool (Nyland, 11 R. 479, 537–538). Thus, by distributing the loss among the several members of the combination each constituent line would suffer proportionately much less than the one line which was being fought by the entire group and which must inevitably soon exhaust its resources in the unequal contest (6 R. 2801, fol. 840; Ismay, 12 R. 1023).

[1] Some of defendants' witnesses testified that the fighting steamers did not undercut the rates of the independent lines. In so testifying, however, they referred to *net* rates, the independent lines being obliged to pay their ticket agents a commission of $3 per passenger as against a $2 commission paid by the conference lines, because the independent agents were boycotted by the conference lines and therefore received income from only one instead of several companies (Fourman, 11 R. 564). The fact remains, however, that the *published* rates of fighting steamers were lower than the published rates of the independent lines (Fourman, 11 R. 559, 567–569, 573–578; Winter, 12 R. 1164; 1 R. 449–450).

This scheme was agreed upon at a meeting of the Atlantic Conference held at the Savoy Hotel, London, May 25, 1908, shortly after Agreement AA, the General Pool Agreement, was entered into (5 R. 2282; Ismay, 12 R. 1018, 1019; Cauty, 12 R. 1049, 1055), and was subsequently incorporated in the minutes and by-laws of the Atlantic Conference as By-Law 22 (5 R. 2310). As such it forms part of Agreement AA itself (1 R. 80, m. 21; 9 R. 4516, 4517, Minute 128).

The fighting ships were so effective, in conjunction with other oppressive practices, that before the end of 1908 all outside opposition was gotten rid of. The Russian Volunteer Fleet went out of business in July (Sandford, 11 R. 358; Fourman, 11 R. 561; Richard, 12 R. 790). The New York and Continental Line went out of business in August (Richard, 12 R. 790; Thomas, 12 R. 651). The Russian East Asiatic Company joined the combination in September (1 R. 283–287; 406, Minute 92). Thereupon the fighting ship arrangement temporarily fell into disuse.

In February, 1909, however, the New York and Continental Line, having undergone reorganization, reentered the field as the Northwest Transport Company (Thomas, 12 R. 650–651; Fourman, 11 R. 567–568; Richard, 12 R. 790). At once the fighting ship arrangement was revived by Atlantic Conference By-Law 104 (5 R. 2307, 2344). It has been in continuous operation ever since, first against the Northwest Transport Company, which in turn was

driven out of business in April, 1910, and later against its successor, the Uranium Line (Fourman, 11 R. 569–570). Indeed, fighting ships were constantly sent against the Uranium Line while the testimony in this case was being taken (Fourman, 11 R. 571; Nyland, 11 R. 503).

With reference to this fighting ship arrangement Mr. Ismay, President of the International Mercantile Marine Company, testified (12 R. 1023):

> Q. The consequence of that situation was, in a word, to prevent other competition, was it not?
>
> A. Yes.

2. BOYCOTTING AGENTS WHO SELL TICKETS FOR INDEPENDENT LINES.

The same meeting of the Atlantic Conference which adopted the fighting ship arrangement, also resolved upon a further measure against competitors, namely, the strict enforcement of so-called Conference Rule 9 (5 R. 2285, par. 4), which reads as follows:

> Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences unless Conference gives express permission in writing * * *. (1 R. 219; 1 R. 229.)

There is no dispute that the American Atlantic Conference has enforced and continues to enforce this rule by money penalties or by disqualification (Rule 15, 1 R. 221; Sandford, 11 R. 311, 338, 359; Ismay, 12 R. 1023; Cauty, 12 R. 1056; Winter, 13 R.

1743-1746; Peters' cablegram, 5 R. 2312, m. 25; Minutes of Am. Atl. Conference, 1 R. 401, m. 58, 59; 1 R. 403, m. 70; 1 R. 390, m. 4; 1 R. 391–393). Agents are required to report violations of Rule 9 by other agents (1 R. 221, Rule 16). Detectives are sometimes employed for the same purpose (1 R. 399, m. 44). An "eligible list" of agents is maintained, and those whose names are stricken therefrom are for all practical purposes blacklisted (1 R. 392, m. 10; 1 R. 431–432, Govt. Ex. 82).

An agent serving all the lines in the combination could do a profitable business. The business of the independent lines, on the other hand, was so small that it would not pay an agent to work for them alone (Peters' letter, 7 R. 3347; Nyland, 11 R. 513; Winter, 13 R. 1743, 1748). Consequently the boycott rendered it almost impossible for the independent lines to secure desirable agents.

Thus, while the Russian East Asiatic Company remained an outside line, all of the lines in the combination canceled their booking arrangements with A. E. Johnson & Co., its general agents (1 R. 390, m. 4; 1 R. 403, m. 70). The defendant Straus, a member of that firm, admitted that the difficulty met by the Russian East Asiatic Company in securing agents was one of the chief reasons which induced it to join the combination (Straus, 12 R. 765–766).

Similarly Richard, formerly general agent for the Russian Volunteer Fleet, the New York & Continental Line, and its successor the Northwest Transport

Company, testified that he considered the enforcement of Rule 9 the greatest obstacle these independent lines encountered (12 R. 792, 794). He offered to raise his rates and follow the other rules of the combination if they would stop enforcing Rule 9 against him, but without success (12 R. 814, 827). Substantially his entire force of 1,200 trained sub-agents was taken away and in the end he, too, was forced to go over to the combination—the Conference Lines (Richard, 12 R. 802, 817; 12 R. 792–793; 1 R. 307; Fourman, 11 R. 563, 570). Though now a Conference agent, he testified that the enforcement of Rule 9 tended to put out of business any line not party to the combination and tended to prevent the establishment of new competitors (12 R. 918, 919).

3. REQUIRING RAILROADS TO DISCRIMINATE AGAINST INDEPENDENT LINES IN THE PAYMENT OF "COMMERCIAL ALLOWANCES."

Steerage passengers as a rule are uneducated and comparatively helpless. Not 1 per cent are informed as to what railroad will take them to their destination. They make no inquiry and apparently have no interest in how they shall be routed (McCain, 12 R. 848, 849; Kerr, 13 R. 1611). Consequently the defendant steamship companies have the power, if they desire to exercise it, to direct this traffic over any railroad route they choose (4 R. 1818). They have jointly exercised this power to compel the railroads to pay them for each steerage passenger delivered, eastbound or westbound, a "commercial allowance," so-called, amounting to

10 per cent of the entire railroad fare paid by such passenger.[1]

Furthermore, they have exacted from the railroads an agreement not to pay any similar "allowances" to independent lines (1 R. 360; 1 R. 376, Art. III). Pursuant to this agreement the railroads refused to pay allowances to the Northwest Transport Company (3 R. 1097), and still refuse them to its successor, the Uranium Line, except as to part of the westbound traffic (Fourman, 11 R. 586–588).[2]

EFFECT OF UNFAIR COMPETITIVE METHODS.

1. AGAINST THE RUSSIAN VOLUNTEER FLEET.

Shortly after the Russian-Japanese War the Russian Volunteer Fleet, which theretofore had operated between Odessa and Vladivostock, started a direct line from Libau on the Baltic to New York City, touching en route at Rotterdam (Richard, 12 R. 791). It hoped to develop Libau as a port and to attract a portion of the Russian trade, then carried by way of Germany, no direct line between Russia and the United States having theretofore existed

[1] No allowance is paid where the railroad fare is less than $2.50 (McCain, 12 R. 845–846, 874, 878), and the maximum allowance is fixed at $4 per passenger (Sandford, 11 R. 420; 1 R. 369). No allowances whatever are paid in the case of first-class or second-class passengers, these being too intelligent to be controlled by the steamship company (McCain, 12 R. 846, 878–879). No allowances are paid on *eastbound* steerage passengers originating in trunk-line territory, the zone bordering the Atlantic (Sandford, 11 R. 417), presumably because such traffic can not be satisfactorily apportioned. European railroads, being government-owned, pay no commercial allowances at all (Straus, 12 R. 789).

[2] The Russian East Asiatic Company received partial allowances from some of the weaker lines (not from the "standard lines") while not a member of the combination, but this was before the express contract with railroads in that territory (Straus, 12 R. 782–787).

(Fourman, 11 R. 552–533). Its boats were fast, good, and especially fitted for the North Atlantic steerage traffic—indeed, they were much superior to the boats of the Russian East Asiatic Steamship Company subsequently opposed to them by the combination (Fourman, 11 R. 621, 551, fol. 1653; Richard, 12 R. 791, 818, 820; Gips, 1 R. 485).

Even before its ships began to run, however, the combination had planned its ruin (1 R. 487–488). The Russian East Asiatic Steamship Company, which had never theretofore been engaged in the Libau-New York trade, was set up as a competitor of the Russian Volunteer Fleet with steamers furnished by members of the combination (Nyland, 11 R. 524, 527; Fourman, 11 R. 553).

A bitter and relentless struggle ensued. "Fighting steamers" were sent against the Volunteer Fleet at rates admittedly so low that losses necessarily resulted (Ans., 11 R. 137, 155, 174). The losses of the "fighting steamers" were borne at first by the N. D. L. V. Lines alone, and after the formation of the General Pool Agreement, by all the parties thereto (11 R. 487–488; Fourman, 11 R. 553, 559–561; Richard, 12 R. 802).

The agents of the Volunteer Fleet were taken away by the boycott declared against them by the combination—the Conference Lines (Richard, 12 R. 792–793, 794–795). Conference agents made misrepresentations as to its service, stating that its ships were unseaworthy, that they had been shot full of cannon balls and were liable to sink at any time, that they

required 17 to 20 days in passage, that the food was unfit to eat and the accommodations "not fit to send a dog by" (Letter Feb. 28, 1907, 1 R. 208; Fourman, 11 R. 565–566; Richard, 12 R. 796–797).

Richard, general agent of the Volunteer Fleet, repeatedly protested against this treatment, but without avail (1 R. 208–209; Sandford, 11 R. 431–433; Richard, 12 R. 796). In July, 1908, the Volunteer Fleet was driven out of the trans-Atlantic business (Straus, 12 R. 765; Richard, 12 R. 812, 819, 939; Winter, 13 R. 1758, 1760).[1]

2. AGAINST THE RUSSIAN EAST ASIATIC STEAMSHIP COMPANY.

This company, originally set up by the defendants as a competitor of the Russian Volunteer Fleet, withdrew from the combination December 27, 1906 (1 R. 504–505), and thereafter suffered equally with the Volunteer Fleet from the unfair competition of the combination. Its steamers were opposed by fighting ships furnished by members of the combination (Straus, 12 R. 742; letter canceling order for fighting ship when R. E. A. rejoined conference, 1 R. 286), and its agents were boycotted (Straus, 12 R. 765–

[1] To show that the Russian Volunteer Fleet was not driven out by the unfair competition of the pool lines, defendants introduced a letter from A. Radloff, now president of that company. This document, a mere letter to the editor of a newspaper, was written January 25, 1911, *after this suit had been brought* (12 R. 820). Furthermore, Radloff was not president of the Volunteer Fleet in 1908, when that line went out of the Atlantic business, and this statement, *post litem motam*, is directly contrary to the contemporaneous statement of the *then* president to Mr. Richard, the *then* general agent of the company, and also contrary to the contemporaneous statement of the *then* general manager at Libau to Mr. Fourman, an employee in Mr. Richard's office (Richard, 12 R. 818–819, 939; Straus, 12 R. 765; Winter, 13 R. 1758, 1760).

766; 1 R. 390; 1 R. 403 m. 70). Its operations resulted in financial loss (Ans., 11 R. 261). Ultimately it was forced to rejoin the combination, being admitted into the General Pool Agreement under Agreement BB, September 1, 1908, and receiving a fixed percentage of the North Atlantic traffic (Ans., 11 R. 150, 168; Sandford, 11 R. 357–358; 1 R. 406, 285–286, 287, 461; Lister, 12 R. 1535; 6 R. 1766–1772; 5 R. 2682).

3. AGAINST THE NEW YORK AND CONTINENTAL LINE—NORTHWEST TRANSPORT COMPANY—URANIUM LINE.

The New York and Continental Line, subsequently reorganized as the Northwest Transport Line and still later as the Uranium Line, originally operated a freight service consisting of 17 ships (Thomas, 12 R. 642–646). In April, 1908, it began to carry passengers as well as freight between New York and Rotterdam (Richard, 12 R. 790). It immediately suffered severe losses from the unfair competition of the combination. Its rates were undercut by fighting ships and its agents boycotted (Richard, 12 R. 794–795; Thomas, 13 R. 1702; 4 R. 2116, 2148; 7 R. 3335). From the start the New York and Continental Line was a losing proposition and in August, 1908, after only seven passenger carrying trips, it was driven out of business (Thomas, 12 R. 647, 649, 673; Richard, 12 R. 790).

The Northwest Transport Company, a reorganization of the New York and Continental Line, reentered the New York and Rotterdam freight and passenger trade with six ships February 27, 1909,

and continued until May 7, 1910 (Thomas, 12 R. 650, 651, 673). The same practices which had been employed against its predecessor were employed with equal success against the Northwest Transport Company (5 R. 2307; Fourman, 11 R. 567–569). It continually lost money and its principal backers finally chartered its three remaining vessels themselves and turned them over to a new company, the Uranium Line, which continued in the same trade (Fourman, 11 R. 609; Thomas, 12 R. 651, 673).

The unfair practices continued and still continue (Nyland, 11 R. 523; Fourman, 11 R. 570–574, 576; Thomas, 13 R. 1702; 12 R. 676). Fighting steamers, both westbound and eastbound, are employed against the Uranium Line (Thomas, 12 R. 685; 13 R. 1702; Nyland, 11 R. 503). Its agents are still boycotted and the railroads refuse to pay it commercial allowances (Fourman, 11 R. 570, 586–587; 3 R. 1097). While it has made some profit recently, nevertheless its operations taken as a whole have been unprofitable and its liabilities far exceed its assets (Thomas, 13 R. 1700, 1702, 1712–1713). In fact it is only saved from insolvency by the fact that certain of its stockholders possessing large resources are willing to guarantee its obligations (Thomas, 13 R. 1698, 1715–1716).

THE PRESENT STATUS.

At the time this suit was filed only a single independent, the Uranium Line, remained in all the North Atlantic steerage trade (Thomas, 13 R. 1703; Winter, 12 R. 1192; 13 R. 1420–1421).

The overwhelming proportion of the steerage trade controlled by the members of the combination in the calendar year 1911, is shown by the following figures taken from Government Exhibit 159 (2 R. 948):

Steerage passengers carried in 1911 between the United States and British or Continental European ports north of Cadiz, Spain, with percentages.

	Number of passengers carried.			Per cent of total.
	West-bound.	East-bound.	Total.	
Atlantic Conference Lines (members of the combination) [a]	612, 624	333, 360	945, 984	97. 39
Uranium [illegible] (the only independent)	12, 027	13, 286	25, 313	2. 61
All lines [c]	624, 651	346, 646	971, 297	100. 00

[a] 2 R. 955, 956.
[b] 2 R. 1035.
[c] The carryings to and from Mediterranean ports—344,263 passengers (2 R. 957)—are not included because under the terms of the Mediterranean agreement, *supra* p. 11–12, the trade is parceled out, the Mediterranean Lines withdrawing from competition for North Atlantic business and the North Atlantic Lines withdrawing from competition for Mediterranean business.

Reference should be made at this point to the alleged withdrawal of three of the defendants from the combination.

The Allan Line, the Canadian Pacific Railway Company, and the Russian East Asiatic Company maintained in their briefs below that they had withdrawn from Agreement AA prior to the filing of the present suit. The two former also claimed to have withdrawn from the fighting ship arrangement by a special notice to that effect. The Russian East Asiatic Company made no claim as to the

fighting ship arrangement other than its general claim of withdrawal from Agreement AA.

The District Court found that the Allan Line and the Canadian Pacific Railway Company had in fact withdrawn from the fighting ship arrangement and exempted them from the decree enjoining that arrangement (10 R. 5133, 5138). Since the petition was dismissed absolutely as to all other charges, it was unnecessary for the court to pass upon their wider claim as to withdrawal from Agreement AA, and it did not do so.

Impliedly, though not expressly, the District Court seems to have held that the Russian East Asiatic Company had not withdrawn from the combination, for it included that company in the decree against fighting ships (10 R. 5138). The Russian East Asiatic Company has not appealed from this decree except, as hereafter shown, on jurisdictional grounds. It may, however, renew its claim to exemption from the wider decree requested by the Government.

The facts as to the alleged withdrawals are as follows:

Agreement AA was entered into February 5, 1908, effective March 1, 1908, to continue until February 28, 1911, and thereafter from year to year unless due notice should be given to the Secretary not later than December 1, 1910 (1 R. 73, art. 27). Between November 28, 1910, and December 1, 1910, a number of lines notified the Secretary of their intention

to withdraw. Among them were the Allan Line,[1] the Canadian Pacific Railway Company,[1] and the Russian East Asiatic Company (9 R. 4873~~-4874~~). -4885).

These notices were not to take effect immediately, however. Under Article 27 of Agreement AA (1 R. 73) it was impossible to withdraw from that agreement prior to February 28, 1911, and the notices above referred to expressly stated that they were not to be effective until that date. The petition in this case was filed January 4, 1911 (11 R. 147, 165, 204). On defendants' own showing, therefore, the petition was filed almost two months before any of the members had actually withdrawn.

In accordance with the opinion of this Court in the *Trans-Missouri Freight Association Case*, 166 U. S. 290, 308 (see also *So. Pac. Terminal Co.* v. *Interstate Commerce Commission*, 219 U. S. 498; *Boise City I. & L. Co.* v. *Clark*, 131 Fed. 415, C. C. A. 9th), the Government is entitled, of course, to a decree as of the date of the filing of the petition—especially in view of the fact that none of the lines admit the illegality of the agreement but on the contrary stoutly aver its propriety and necessity, and also in view of the further fact that the defendants' own witness, Kerr, admitted (3 R. 1594) that the withdrawal of the Canadian Pacific Railway was in contemplation

[1] This notice was entirely distinct from the notice of withdrawal from the fighting ship arrangement. The Allan Line gave notice of its intention to withdraw from the fighting ship arrangement December 16, 1908, and did actually withdraw January 17, 1909 (Ans. Allan Line, 11 R. 154; Hannah, 13 R. 1434). The Canadian Pacific Railway Company gave notice of withdrawal from the fighting ship arrangement June 15, 1910, which notice became effective July 15, 1910 (Ans. C. P. R. Co., 11 R. 213; Kerr, 13 R. 1603-1604).

of the impending action of the United States Government.[1]

[1] It may be doubted, however, whether there was in fact any bona fide withdrawal. The burden rests on the defendants to show it, and the burden has not been sustained. Ismay, President of the International Mercantile Marine, which company it will be remembered also gave notice of withdrawal, testified as follows (12 R. 1031):

"Q. In December, 1910, the various members of the conference had some trouble with one another as to whether Agreement 'AA' should continue to exist or not, or November, 1910?

A. Do you know what the circumstances were?

Q. I will show you a letter. See if that refreshes your recollection. (Letter head to Mr. Ismay and examined.)

A. *Yes, I must have been present.*

Q. *And any troubles that arose at that time were*——?

A. *They were patched up.*

Q. Were settled up, so that the conference is just as strong as ever.

Mr. CRIM: When was that?

Mr. GUILER: December 3rd, 1910.

Mr. ISMAY: *We renewed the agreement for five years, I think.*

Ismay further testified that Agreement Z, under which the Allan Line, the Donaldson Line and the Dominion Line were admitted to the combination (5 R. 2667), is still in effect, saying (12 R. 1041):

Q. *Is that arrangement in effect today?*

A. *Still in force*, but the percentage is altered.

Q. Do these three lines, the Allan, the Dominion and the Donaldson's receive more or less?

A. The Allan and Donaldson's both get more. I am satisfied that the Allan get more and Donaldson's get a little bit more. The Dominion has not been increased.

Similarly, Hannah, passenger manager of the Allan Line, a witness for the defendants, testified positively that the Allan Line is still a member of the combination, saying (13 R. 1455):

Q. And up to date you are a member of Agreement AA, one of the members signatory of Agreement AA and have continued to be a member under that agreement of the Atlantic Conference?

A. Yes, sir.

Q. And your line has?

A. Yes, sir.

Q. *And is a member of it today?*

A. *Yes, sir.*

Ismay also testified that Agreement BB, under which the Russian East Asiatic Company was admitted to the combination is still in effect, saying (12 R. 1041–1042):

Q. Now BB?

A. I have it here.

Q. *Is that in effect today?*

A. *Yes, it is in effect today with certain amendments.*

Q. Do you recall briefly what the amendments are?

A. I do not know. I have never been present, but I am told that we doubled the percentage.

Q. In other respects it is in effect today?

A. *Yes, we doubled the percentage to the Russian East Asiatic Company east and west, otherwise it is the same.*

The shifting and contradictory testimony of the defendant Straus, general passenger agent of the Russian East Asiatic Company, corroborates rather

SUBSTANCE OF THE DEFENSE.

The defendants admit that the terms of the General Pool Agreement and the agreements collateral thereto are being faithfully observed. They admit also, in substance, the use of fighting ships, the

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than disproves Ismay's categorical statement. On direct examination by Government counsel, Straus testified (12 R. 736):

Q. Is it [the Russian East Asiatic Co.] a member of the North-Atlantic Conference?
A. I don't think so.
Q. Continental Conference?
A. No, sir.
Q. Of any conference?
A. No, sir, except in New York, if that is what you mean.
Q. Is it a member of the North-Atlantic Conference?
A. Oh, yes.
Q. Is it?
A. Yes, New York.

* * * * *

Q. Do you recall the date when you joined or rejoined, as the fact may be, the Continental Conference; does this refresh your recollection, if you do not (handing witness paper)?
A. Yes, I do recall that.
Q. That was September, 1908, was it not?
A. Yes. (739).

* * * * *

Q. Do you mean to say that there is no agreement by which the Russian East Asiatic Steamship Company, Limited, secured a certain pro rata share of the steerage passenger business of the North Atlantic?
A. No, sir; *all I know is that we pay a pro rata to the Conference in order to maintain it.*
Q. *You pay a pro rata share?*
A. *Yes.*
Q. State just what you mean?
A. For instance, it takes probably fifteen or twenty thousand dollars a year to run a Conference and our share is probably five hundred dollars or six hundred dollars a year; *we pay our share towards the payment of Sandford's salary, or the official salaries of those there.*
Q. Do you mean to say there is no agreement between the Russian East Asiatic Steamship Company, Limited; no agreement since September, 1908, by which the Russian East Asiatic Company, Limited, is allowed a certain pro rata share of the steerage passenger business of the North Atlantic?
A. What they are allowed I don't know; they may be allowed a percentage, but what that percentage is, I don't know anything about it.
Q. *What is your best information; that they are allowed a percentage, is it not?*
A. *I believe they are.*
Q. What are the sources of that belief or that information?
A. I suppose one has to have a certain amount of imagination. They know there must be some percentage, but what that percentage is, I don't know. (742-743.)

boycotting of agents of independent lines and the agreements requiring railroads to refuse allowances to independent lines. In justification they urge (1) the alleged beneficial results of the combination in stabilizing the business and averting ruinous com-

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Cross examination by counsel for the Russian East Asiatic Company:

Q. In 1908 you were informed, I understand, by cable that you were admitted to a conference?
A. Yes, sir. * * *
Q. Since that time I assume you have been informed that you are out of the conference?
A. Yes, sir.
Q. I understand your information was that some time in September you entered the conference and *got out of it some time in February, 1911?*
A. *I received that information from you.* (752)

Re-direct examination by Government counsel:

Q. Now, Mr. Straus, with regard to this conference, you regard it as something of great advantage to your line, do you not?
A. I think so.
Q. Why did you leave?
A. I never left it.
Q. When did your line leave it?
A. I wasn't the passenger agent of the line when you said they left it.
Q. *Are you in it now?*
A. *Yes, sir.*
Q. *You are in the conference now?*
A. *Yes, sir; in New York.* (776-777).

After recess, Mr. Straus was recalled by counsel for the Russian East Asiatic Company and testified as follows:

Q. As I understand, your most recent information is that your company is not a member of the conference?
A. That is my information, that they are not a member of the conference. (898)

This testimony was all given July 1 and 2, 1912, and if, as defendants contend, the Russian East Asiatic Company had in good faith withdrawn from the combination in December, 1910, over a year and a half before, it is inconceivable that their general passenger agent in the United States would never have heard of it until informed by counsel just before he testified (12 R. 745, 751, 752, 777).

The fighting ship compensation account rendered December 30, 1910, (the last the record contains), rendered only 5 days before this petition was filed, shows that the Russian East Asiatic Company was still sharing the expense of operating the fighting ships (9 R. 4923, 4925).

And finally, if there was in fact a bona fide withdrawal from the combination, would the Russian East Asiatic Company and the Allan Line have failed, as they did fail, even to mention it in their answers? Indeed the answers of practically all the defendants, responding to the allegations

petition, and (2) the alleged fact that the rates charged by the combination have not been unreasonable. They also argue that Congress had neither (1) the power nor (2) the intention to make trans-Atlantic steamship lines amenable to the provisions of the Anti-Trust Act.

DECREE OF DISTRICT COURT.

The District Court, while holding the Anti-Trust Act applicable to ocean carriers engaged in the foreign commerce of the United States (10 R. 5123), and while finding that—

> It is practically not disputed that, by the various agreements and conferences which together constitute the combination complained of, that branch of trans-Atlantic commerce which is concerned with the transport of steerage passengers is arbitrarily interfered with so that the proportions of it carried by the various lines, which have so combined, are not as they would be if full, free and unrestricted competition were the sole controlling power to effect the distribution (10 R. 5127, 5128);

further held that—

> in view of the peculiarities of ocean transportation, the method adopted by the defend-

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of section B of the petition (1 R. 24), expressly admit that the Russian East Asiatic Line is still party to the combination either under Agreement AA or some equivalent arrangement (see, for example, Ans. Allan Line, 1 R. 157; Ans. Hamburg-American Line, 1 R. 175; Ans. Cunard Line, 1 R. 234).

We submit, therefore, that there has been no bona fide withdrawal on the part of either the Allan Line, the Canadian Pacific Railway Company, or the Russian East Asiatic Company.

> ants—if purged of its obnoxious feature, the "fighting ships"—is a reasonable one, which so far from restraining trade really fosters and protects it by giving it a stability which insures more satisfactory public service for all concerned (10 R. 5133).

It therefore dismissed the bill except as to the use of fighting ships—a subordinate feature of the case. That practice it enjoined, though inadequately, as the Government maintains.

ASSIGNMENTS OF ERROR.

Broadly speaking, the assignments of error come to this—

First, on the part of the United States, that the court erred in not adjudging the combination above described to be in restraint of trade and commerce and a monopolization of a part thereof in violation of the Anti-Trust Act, and in not preventing its continued operation (10 R. 5144–5163).

Second, on the part of the defendants, that the court erred in not holding that the transportation carried on by the defendant steamship lines is beyond the purview of the Anti-Trust Act "for the reason that the Congress did not intend said Act to apply to international commerce" (14 R. 4–5), and in not dismissing the bill on that ground.

Two general questions are thus presented by the assignments of error—

First. Is the Anti-Trust Act applicable to combinations affecting ocean transportation between ports

of the United States and foreign ports; i. e., is it within the *power* of Congress to legislate in respect of such combinations, and did it *intend* by the Anti-Trust Act to do so?

Second. If the Act is applicable, is a combination of trans-Atlantic steamship lines to suppress competition in transportation eastbound and westbound between ports of the United States and foreign ports by pooling the traffic, fixing rates and wrongfully excluding other lines from the business a combination in restraint of trade or a monopolization thereof?

THE ARGUMENT.

OUTLINE.

I. The Anti-Trust Act is applicable to ocean transportation between ports of the United States and foreign ports.

II. The Anti-Trust Act being applicable to ocean transportation between ports of the United States and foreign ports, a combination to restrain or monopolize such commerce cannot escape because formed in a foreign country and composed of foreign corporations, if, as here, the combination is operative within the territorial limits of the United States.

III. Defendant steamship lines are parties to a combination and conspiracy to pool traffic in steerage passengers between ports of the United States and foreign ports and to fix the rates of passage, thereby restraining foreign commerce in violation of the Anti-Trust Act.

IV. The combination and conspiracy by unfair and oppressive methods of competition also prevents other lines from engaging in the transportation of steerage passengers between ports of the United States and foreign ports, thereby further restraining foreign commerce in violation of the Anti-Trust Act.

V. The alleged good done by the combination in stabilizing the business is no defense.

VI. The fact, if it be a fact, that the rates charged by members of the combination have been reasonable is no defense.

VII. The reasoning of the District Court considered.

VIII. Concerning the remedy.

I.

THE ANTI-TRUST ACT IS APPLICABLE TO OCEAN TRANSPORTATION BETWEEN PORTS OF THE UNITED STATES AND FOREIGN PORTS.

1. AS TO THE POWER OF CONGRESS.

The transportation of persons and property by water, for hire, is commerce within the meaning of the Constitution, and when between this country and foreign nations it is foreign commerce. *Gibbons* v. *Ogden*, 9 Wheat. 1, 189–191, 215; *The Passenger Cases*, 7 How. 283, 401.

Except as limited by the Constitution itself, Congress has all the powers of sovereignty in respect of the regulation of foreign commerce. As said by Chief Justice Marshall in *Gibbons* v. *Ogden*, 9 Wheat. 1, 196:

> This power, like all others vested in Congress, is complete in itself, may be exercised to its utmost extent, and acknowledges no limitations other than are prescribed in the Constitution.

The regulations imposed by the Anti-Trust Act are within the limits prescribed by the Constitution. *United States* v. *Joint Traffic Ass'n*, 171 U. S. 505;

Addyston Pipe & Steel Co. v. *United States*, 175 U. S. 211; *Northern Securities Co.* v. *United States*, 193 U. S. 197.

It follows of course that it was within the power of Congress to make the provisions of the Anti-Trust Act applicable to the transportation of persons and property between ports of the United States and foreign ports.

2. AS TO THE INTENT OF CONGRESS.

It is equally clear that Congress intended to do so. The contention of defendants to the contrary—"that the Congress did not intend said Act to apply to international commerce" (Assignments of Error on Cross Appeal, 14 R., 4)—is directly opposed to the language of the Act, which prohibits every combination or conspiracy to restrain or monopolize—

> commerce among the several States, or with foreign nations (26 Stat. 209, c. 647).

The commerce committed by the Constitution to the control of Congress is—

> commerce with foreign nations, and among the several States, and with the Indian Tribes (Art. 1, Sec. 8).

Leaving out of consideration commerce with the Indian Tribes, which is not involved, it will be observed that the commerce to which the Anti-Trust Act applies is defined by the Act itself in the very words employed in the Constitution to define the commerce over which the power of Congress extends—"commerce with foreign nations" and "commerce among the several States".

The Anti-Trust Act being an exercise of the power to regulate commerce conferred by the Constitution, in thus defining the commerce to which that Act applies in the same terms in which the Constitution defines the commerce to which the power of the Federal Government extends, it must be presumed, in the entire absence of evidence to the contrary, that Congress intended these terms to have the same scope in the Anti-Trust Act that they have in the Constitution. What that scope is, so far as foreign commerce is concerned, with which alone we are now concerned, was thus stated by Chief Justice Marshall in *Gibbons* v. *Ogden*, 9 Wheat. 1, 193:

> It has, we believe, been universally admitted, that these words comprehend every species of commercial intercourse between the United States and foreign nations. No sort of trade can be carried on between this country and any other, to which this power does not extend. It has been truly said, that commerce, as the word is used in the constitution, is a unit, every part of which is indicated by the term.

The question whether the Anti-Trust Act applies to transportation by railroad was raised shortly after the passage of the Act. This Court held that it does (*United States* v. *Trans-Missouri Freight Ass'n*, 166 U. S. 290; *United States* v. *Joint Traffic Ass'n*, 171 U. S. 505), saying (166 U. S. 324–325):

> Congress has, *so far as its jurisdiction extends*, prohibited all contracts or combinations in the form of trusts entered into for the

purpose of restraining trade and commerce. The results naturally flowing from a contract or combination in restraint of trade or commerce, when entered into by a manufacturing or trading company such as above stated, while differing somewhat from those which may follow a contract to keep up transportation rates by railroads, are nevertheless of the same nature and kind, and the contracts themselves do not so far differ in their nature that they may not all be treated alike and be condemned in common. It is entirely appropriate generally to subject corporations or persons engaged in trading or manufacturing to different rules from those applicable to railroads in their transportation business; but when the evil to be remedied is similar in both kinds of corporations, such as contracts which are unquestionably in restraint of trade, we see no reason why similar rules should not be promulgated in regard to both, and both be covered in the same statute by general language sufficiently broad to include them both. We see nothing either in contemporaneous history, in the legal situation at the time of the passage of the statute, in its legislative history, or in any general difference in the nature or kind of these trading or manufacturing companies from railroad companies, which would lead us to the conclusion that it can not be supposed the legislature in prohibiting the making of contracts in restraint of trade intended to include railroads within the purview of that act.

> Neither is the statute, in our judgment, so uncertain in its meaning, or its language so vague, that it ought not to be held applicable to railroads. It prohibits contracts, combinations, etc., in restraint of trade or commerce. Transporting commodities is commerce, and if from one State to or through another it is interstate commerce. To be reached by the Federal statute it must be commerce among the several States or with foreign nations. When the act prohibits contracts in restraint of trade or commerce, the plain meaning of the language used includes contracts which relate to either or both subjects. Both trade and commerce are included so long as each relates to that which is interstate or foreign. Transportation of commodities among the several States *or with foreign nations* falls within the description of the words of the statute with regard to that subject. [Italics ours.]

Necessarily this reasoning also brings within the operation of the Act transportation by water, whether between points within the United States or between the United States and foreign countries.

Furthermore, in *United States* v. *Pacific & Arctic Co.*, 228 U. S. 87, this Court directly held that the Anti-Trust Act applies to ocean transportation. In that case the defendant railroad companies were held guilty of attempting to create a monopoly, not of railroad transportation but of transportation by water between Vancouver, British Columbia; Seattle, Washington; and Skagway, Alaska.

The same conclusion seems to have been reached in *United States* v. *Union Pacific R. Co.*, 226 U. S. 61. In that case the Government challenged the combination of the Union Pacific and the Southern Pacific because of its effect on competition not only as to land transportation, but also as to water transportation, and particularly as to their respective lines of ocean steamers theretofore competing for the Oriental trade (Petition, pp. 7, 9; Govt. Br., p. 92; Opinion, 221 U. S. at 80–81). While of course the restriction of water competition was not the principal feature of the case, nevertheless this Court recognized it as one of the illegal elements, saying (p. 93):

> Conceding for this purpose that it might have been legitimate, had it been practicable, to acquire the California connection at Ogden over the old Central Pacific line, we must consider what was in fact done, and that was the purchase of the controlling interest in the entire Southern Pacific system, *consisting of ocean and river lines with a mileage of about 3,500 miles* and railroad lines aggregating over 8,000 miles, together forming a transportation system from New York and other Atlantic ports to San Francisco and Portland and other Pacific coast points, with various branches and connections, *besides a steamship line from San Francisco to the Orient and a half interest in another line between the two latter points.* [Italics ours.]

Again, in *Cincinnati Packet Co.* v. *Bay*, 200 U. S. 179, the applicability of the Act to water lines was

assumed, otherwise it would have been unnecessary to decide the case upon the merits.

The United States circuit judges of the Second Circuit have three times applied the Act to ocean transportation. *Thomsen* v. *Union Castle Mail S. S. Co.*, 166 Fed. 251; *United States* v. *Hamburg American Line*, 200 Fed. 806; *United States* v. *Prince Line*, 220 Fed. 230.

Transportation on the Great Lakes has also been held within the Act both by the circuit judges of the Sixth Circuit and by the Supreme Court of Michigan. *United States* v. *Great Lakes Towing Co.*, 208 Fed. 733; *Cole Transportation Co.* v. *White Star Line*, 186 Fed. 63; *White Star Line* v. *Star Line Steamers*, 141 Mich. 604, 611.

Nor was any distinction ever taken at common law between water transportation and other forms of business with respect to contracts and combinations in restraint of trade. *Oregon Steam Nav. Co.* v. *Winsor*, 20 Wall. 64, 70; *Anderson* v. *Jett*, 89 Ky. 375; *Stanton* v. *Allen*, 5 Denio (N. Y.) 434; *Hooker* v. *Vandewater*, 4 Denio (N. Y.) 349; *Watson* v. *Harlem, etc., Nav. Co.*, 52 How. Pr. (N. Y.) 348.

The question as to the application of the Anti-Trust Act to ocean transportation has thus already been decided. Supposing it were open, however, there is no ground for assuming that when Congress used in that Act the words "commerce with foreign nations" it did not intend to include the most distinctive kind of "commerce with foreign nations"—

transportation between ports of the United States and foreign ports.

It is an easy thing to say that the letter of a statute is contrary to its spirit, etc., and therefore must be rewritten by the Court. The language of a statute, however, must always be accepted as the best guide to the legislative intent. As stated by this Court, speaking through Mr. Justice Brewer, in *United States* v. *Goldenberg*, 168 U. S. 95, 102:

> The primary and general rule of statutory construction is that the intent of the lawmaker is to be found in the language that he has used.

We embark upon a sea of speculation when we substitute what Congress is presumed to have intended for what Congress actually said.

The principle—

> that a thing may be within the letter of the statute and yet not within the statute, because not within its spirit, nor within the intention of its makers (*Church of the Holy Trinity* v. *United States*, 143 U. S. 457, 459)—

is applicable only in those rare and extreme cases where to follow the written words would produce a result so amazing, so irrational, so unconnected in any possible way with the evils at which the Act was aimed, that the inference that Congress intended something different would be irresistible among reasonable men. *United States* v. *Goldenberg*, 168 U. S. 95, 102, 103.

We have no such case here. There is nothing absurd or irrational in applying to combinations of

steamship lines—trans-ocean, lake or coastwise—the same rules against monopoly that apply to all other branches of industry. There is no ground for claiming that monopoly of water transportation is so different from monopoly generally that its prohibition has no possible relation to the evils at which the Anti-Trust Act was aimed.

Indeed there is greater reason for holding the Act applicable to ocean carriers than to railroads, since Congress by separate enactment had already provided in respect of railroads a complete system of governmental control and regulation with power to prevent excessive or discriminatory rates and unfair or discriminatory practices. As regards ocean carriers, however, there is no such control, and if they are not subject to the Anti-Trust Act they are free to conspire to exact whatever rates their cupidity may dictate and to destroy any competitor who may be inclined to act independently.

It is insinuated that permitting combination between steamship lines would somehow tend to build up an American merchant marine. Waiving the irrelevancy of the point, how could it, when these defendants are already combined for the very purpose and with sufficient power to destroy all new competitors—the Government (*ex hypothesi*) being impotent to prevent their doing so?

Again, it is said that to apply the Anti-Trust Act to ocean transportation might result in foreign complications. But *unregulated* monopoly would not be

tolerated. And would not foreign complications be far more likely to ensue from any attempt to apply an effective system of positive regulation than from a mere prohibition against undue restriction of competition? Whatever foreign countries may *permit*, we are not aware that any of them *require* combinations of steamship lines.

The Act to Regulate Commerce, it is true, has been held inapplicable to trans-Atlantic steamship lines, but for reasons entirely inapplicable here, namely (1) the legislative history of the Act, which shows that *railroad* regulation was its primary object, (2) internal evidence in the Act itself, particularly in section 1, and (3) the manifest impossibility of applying to trans-ocean carriers its requirements as to filing rates and adhering thereto. These reasons are stated in *Cosmopolitan Shipping Co.* v. *Hamburg-American Packet Co.*, 13 I. C. C. 266, 281–282, the only case in which this point has been squarely raised and fully discussed. Commissioner Lane there said:

> *The Act to regulate commerce arose out of the unjust and discriminatory practices of the rail lines;* and all other carriers, when entirely independent thereof, were exempted from the restrictions imposed by this act and denied its benefits. Indeed, it may be said that *the primary purpose of the law*, judging from the reports and debates of Congress prior to and succeeding the enactment of the act of 1887, *was to regulate rail carriers.* (270)
>
> * * * * *

The jurisdiction of this Commission is not to be determined by anything other than the language of Section 1 of the act, and *in this section we find a clear distinction drawn as between interstate commerce and foreign commerce* to a country not adjacent to the United States; and this distinction, in our opinion, saves such foreign commerce from the effect of that provision of the section as to continuous carriage beyond the American seaboard. (271)

* * * * *

If it were the intention of Congress to give to this Commission jurisdiction over carriers by water engaged in the transportation of foreign commerce, it would be expected that such purpose would be manifested in other portions of the act and that adequate machinery for the enforcement of its provisions would be provided. * * * If such was the intention it must be confessed that Congress succeeded in presenting a piece of legislation to the world which is of singular and distinguished incompleteness. (274, 276–277.)

* * * * *

There is not to-day, and never has been, such a thing as stability of rates upon the water. Perhaps it is not desirable that there should be. The ocean is a highway free to all. No franchise is needed to sail the seas, nor is the establishment of a line of ships founded, either in law or in economics, upon the theory of a public-serving monopoly which underlies the relation of the railroad to the State. It may well be, therefore, that *without regulation, and by reason of natural competitive con-*

> *ditions, the public will be best served,* and in the end treated more equitably, by leaving the water carriers to foreign lands entirely unhampered by legal restrictions such as the people of this and other lands have found it necessary to impose upon the railroads. Under the ruling here made the fluctuation in the total through rate charged from an inland point in the United States to a European or Asiatic country will fall where in fact the fluctuation is, at the seaboard. *The competition in rates will thus manifest itself where the competition really exists, and where the law presumes it will unrestrictedly continue, viz, where the ships bid against each other for cargo.* (281–282.) [Italics ours.][1]

Similarly, Mr. Justice Harlan's dissenting opinion in the *Import Rate Case*, 162 U. S. 197, contains with regard to Section 1 of the Act to Regulate Commerce, the following statement, which is not in contravention of anything said by the majority of the Court (p. 245):

> *From this section* it is clear that the Texas and Pacific Railway Company is, and that the ocean lines connecting with that company are not, subject to the provisions of the act. [Italics ours.]

In the case of the Anti-Trust Act, however, there is no impossibility, or even difficulty, in applying the Act to ocean carriers. Its language plainly includes them, and there is no legislative history

[1] As to the fluctuation of ocean rates see also *Armour Packing Co.* v. *United States*, 209 U. S. 56, 78, and the *Report of the Committee on Merchant Marine and Fisheries*, pp. 309–311, 420 (Doc. 805, 63d Cong., 2d Sess.).

from which to impute a narrower purpose than the unambiguous words convey.

We submit, therefore, that the decision of the Court below on this point was right. It said (10 R., 5124):

> The prohibitions of the Anti-Trust Statute apply broadly to contracts in restraint of trade or commerce with foreign nations. This contract directly and materially affects such commerce, and if it unlawfully restrains it, it comes within the statute. We see nothing to warrant the contention that the act should be narrowly interpreted as prohibiting only contracts which are to be formed wholly within the territorial jurisdiction of the United States nor—if it were for us to consider—any reason for concluding that a broader construction would lead to international complications.

II.

THE ANTI-TRUST ACT BEING APPLICABLE TO OCEAN TRANSPORTATION BETWEEN PORTS OF THE UNITED STATES AND FOREIGN PORTS, A COMBINATION TO RESTRAIN OR MONOPOLIZE SUCH COMMERCE CAN NOT ESCAPE BECAUSE FORMED IN A FOREIGN COUNTRY AND COMPOSED OF FOREIGN CORPORATIONS, IF, AS HERE, THE COMBINATION IS OPERATIVE WITHIN THE TERRITORIAL LIMITS OF THE UNITED STATES.

In the Court below the defendants maintained not only (1) that the Anti-Trust Act has no application to ocean transportation, but (2) that in any event combinations affecting such commerce are not within the Act when formed in a foreign country and composed of foreign corporations. Their assign-

ments of error, while still maintaining the first point (just discussed), make no mention of the second (14 R. 4). Since, however, the second may yet be renewed, we proceed now to consider it, discussing first the power of Congress to deal with such combinations, and second, its intent as expressed in the Anti-Trust Act.

1. AS TO THE POWER OF CONGRESS.

What constitutional limitation is violated by Congress prescribing that our foreign commerce shall not be restrained or monopolized by foreign citizens any more than by our own citizens—that combinations and conspiracies like the present, operative within this country, intended to be operative here, and consummated by acts performed here, are illegal whether initiated here or abroad? Defendants point to none.

None but the "due process" clause of the Fifth Amendment—or, in criminal cases, the requirements as to trial in the State and district wherein the crime shall have been committed—could even conceivably apply.

It is elementary, however, that consistent with both these constitutional provisions, conspiracies—or for that matter, acts of any sort—may be dealt with by the law of the place in which they are *operative*, regardless of where they were initiated or of the citizenship of the parties. *Brown* v. *Elliott*, 225 U. S. 392, 401–402; *Hyde and Schneider* v. *United States*, 225 U. S. 347; *United States* v. *Nord Deutscher*

Lloyd Co., 223 U. S. 512; *International Harvester Co.* v. *Missouri*, 234 U. S. 199; 237 Mo. 369; *Strassheim* v. *Daily*, 221 U. S. 280, 285; *Armour Packing Co.* v. *United States*, 209 U. S. 56, 76; *Hyde* v. *Shine*, 199 U. S. 62, 76; *Burton* v. *United States*, 202 U. S. 344; *In re Palliser*, 136 U. S. 257; *Rex* v. *Brisac*, 4 East, 164, 171.

Otherwise all statutes against conspiracies and combinations could be evaded by the simple expedient of going abroad to make the agreement.

The case of *Brown* v. *Elliott*, *supra*, is conclusive in this regard. In that case the defendants were indicted for conspiracy to defraud, the place where the conspiracy was formed being unknown. This Court, holding that prosecution might be had at Omaha, where overt acts in pursuance of the conspiracy had been committed, said (225 U. S. 402):

> The Constitution of the United States is not intended as a facility for crime. It is intended to prevent oppression, and its letter and its spirit are satisfied if where a criminal purpose is executed the criminal purpose be punished. It is there that its victims are sought and defrauded. It is there that its perpetrators should be brought to the bar of justice for their acts; not for the mere conception of them, but for the actual execution of them.

Again, the power to regulate commerce includes the power to prohibit it except upon conditions that will safeguard the public welfare; and the Anti-Trust Act may be read as prohibiting foreign corporations from engaging in the interstate or foreign commerce

of the United States if they combine to suppress competition therein. *Pipe Line Cases*, 234 U. S. 548–560; *Southern Ry. Co.* v. *Reid*, 222 U. S. 424, 438; *Atlantic Coast Line R. R. Co.* v. *Riverside Mills*, 219 U. S. 186, 195, 203; *Noble State Bank* v. *Haskell*, 219 U. S. 104, 111–113; *United States* v. *Delaware & Hudson Co.*, 213 U. S. 366.

In *Patterson* v. *Bark Eudora*, 190 U. S. 169, where a statute forbidding the prepayment of seamen's wages and giving a right of action at the expiration of the voyage for the full amount of wages earned, regardless of prepayment, was sustained by this Court even as to *foreign* vessels, Mr. Justice Brewer said (p. 178):

> Indeed, the implied consent to permit them [foreign merchant vessels] to enter our harbors may be withdrawn, and if this implied consent may be wholly withdrawn it may be extended upon such terms and conditions as the Government sees fit to impose.

It is immaterial that in the Anti-Trust Act the condition upon the right of foreign corporations to engage in the interstate or foreign commerce of the United States is not express but implied. The statute in *Patterson* v. *Bark Eudora*, *supra*, was not expressly conditional. The statute which in *Noble State Bank* v. *Haskell*, *supra*, this Court interpreted as going—

> from regulation to prohibition except upon such conditions as it may prescribe (219 U. S. 113)—

was not in terms conditional. The same is true of the Carmack Amendment (34 Stat. 584, 595), which the *Atlantic Coast Line Case, supra,* held to require interstate carriers—

> as a condition of continuing in that traffic to obligate themselves to carry to the point of destination, using the lines of connecting carriers as their own agencies * * *. (219 U.S. 203.)

Similarly in the *Pipe Line Cases, supra,* the statute in question, though not in terms conditional, was interpreted as follows:

> * * * while the amendment does not compel them to continue in operation it does require them not to continue except as common carriers. That is the plain meaning as has been held with regard to other statutes similarly framed (234 U. S. 560).

And finally, this Court has already held that the Anti-Trust Act itself contains such an implied condition, for in the *Tobacco Case,* 221 U. S. 106, the Chief Justice declared that as an appropriate means of enforcing the law the Court might issue—

> a permanent injunction restraining the combination as a universality and all the individuals and corporations which form a part of or cooperate in it in any manner or form *from continuing to engage in interstate commerce until the illegal situation be cured* (p. 186) [Italics ours.]

If this power of conditional prohibition exists as to state and interstate commerce, then for stronger

reasons it exists as to foreign commerce, for, as held by this Court in the tea case, *Buttfield* v. *Stranahan*, 192 U. S. 470, 492-493:

> Whatever difference of opinion, if any, may have existed or does exist concerning the limitations of the power, resulting from other provisions of the Constitution, so far as *interstate* commerce is concerned, it is not to be doubted that from the beginning Congress has exercised a plenary power in respect to the exclusion of merchandise brought from *foreign* countries; not alone directly by the enactment of embargo statutes, but indirectly as a necessary result of provisions contained in tariff legislation. It has also, in other than tariff legislation, exerted a police power over foreign commerce by provisions which in and of themselves amounted to the assertion of the right to exclude merchandise at discretion.
>
> * * * * *
>
> *As a result of the complete power of Congress over foreign commerce, it necessarily follows that no individual has a vested right to trade with foreign nations, which is so broad in character as to limit and restrict the power of Congress to determine what articles of merchandise may be imported into this country and the terms upon which a right to import may be exercised.* This being true, it results that a statute which restrains the introduction of particular goods into the United States from considerations of public policy does not violate the due process clause of the Constitution. [Italics ours.]

If defendants' contention were accepted, Congress would be as impotent to *regulate* monopoly in our ocean trade (which is principally carried on by foreign corporations) as it would be to *prevent* it. To insist on freedom of trade is merely one way of regulating trade. If Congress can not prevent rates from being made by agreement it can not prevent them from being made arbitrary, excessive or discriminatory.

Indeed, in the court below defendants boldly adopted this extreme position, the brief for the Hamburg-American Line, the Allan Line, and the Canadian Pacific Railway Company saying (p. 5):

> Manifestly, if foreign vessels are permitted to enter and clear at our ports, the transportation furnished by them in respect of rates and of other matters connected with the whole trans-Atlantic voyage can be regulated only by a treaty with the nation to which they belong.

And again, page 17, the same brief continues:

> The lawful entering of our ports by foreign steamers, in the exercise of rights secured to them by treaty, can not confer upon Congress the power to prescribe what rates the foreign owners of the steamers shall charge upon the ocean or what contracts they shall be at liberty to enter into with regard to transportation on the ocean.

In other words, we can neither prohibit ocean carriers engaged in our foreign commerce from fixing their rates and practices by agreement, nor

regulate the rates and practices so fixed, no matter how excessive and arbitrary they may be.

This extraordinary contention can not be supported either on principle or authority. A decision adopting it would instantly invalidate our whole system of immigration laws designed to secure to steerage passengers humane and decent treatment not only in New York Harbor but throughout the entire voyage.

The Act of December 19, 1908 (35 Stat. 583), for example, reenacting the provisions of earlier statutes, prescribes minimum requirements as to light, ventilation, space between decks, number of cubic feet of air per passenger, decent sleeping and toilet facilities, etc.

The Act of February 20, 1907 (34 Stat. 898, 901, sec. 9), in effect requires steamship companies to subject their passengers to thorough medical examination in Europe prior to embarkation.

Section 19 of the same Act (34 Stat. 904) requires immigrants of the excluded classes to be carried back by the vessels which brought them and prohibits the owners of such vessels from making any charge or receiving any security for the return passage.

The Act of August 2, 1882 (22 Stat. 186), requires three meals a day, wholesome and sufficient food and water, seats and tables at meal times, space for exercise and medical attendance in transit.

Other regulations, designed to protect American labor but necessarily operative abroad, prohibit employers from contracting with or even advertising

for laborers in foreign countries or assisting them to come to the United States. Still other provisions with similar purpose limit the rights of steamship companies to advertise abroad for passengers. (Act of Feb. 20, 1907, 34 Stat. 898, 899.)

We are aware of no case in which any of these regulations has been held beyond the power of Congress. On the contrary most of them, as the following cases show, have been expressly sustained, though indirectly affecting the conduct of foreign citizens outside the United States.

Oceanic Steam Navigation Co. v. *Stranahan*, 214 U. S. 320, 332.—Statute placing a "duty * * * on the owners of all vessels, to subject all alien immigrants, prior to bringing them to the United States, to medical examination at the point of embarkation."

United States v. *Norddeutscher Lloyd*, 223 U. S. 512, 518, *supra*.—Statute prohibiting the taking of security for return passage if deported.

United States v. *Lavarello*, 149 Fed. 297.—Seats and tables at regular meals. The court said:

> The most important question raised by the demurrer relates to the power of Congress to make penal an omission by a foreign vessel to provide tables and seats at regular meals, for passengers bound to the United States and actually brought into a port of landing. * * * it is considered that the power exists, and it is unnecessary in reaching this conclusion to follow the history of passenger acts from an early time in the last century, or the decisions pertaining thereto (p. 298).

The European, 120 Fed. 776.—Serving insufficient food.

United States v. *Nicholson*, 12 Fed. 522.—Overcrowding of passengers.

O'Carrol v. *The Havre*, 45 Fed. 764.—Proper toilet facilities.

United States v. *Craig*, 28 Fed. 795, 800.—Employer held to violate the contract-labor law by making a contract in Quebec.

United States v. *Dwight Mfg. Co.*, 210 Fed. 74.—Employer held to violate the contract-labor law by an offer of employment made abroad without any contract whatever.

United States v. *Baltic Mills*, 124 Fed. 38.—Employer held to violate the contract-labor law by merely advertising for employees in Manchester, England.

2. AS TO THE INTENT OF CONGRESS AND HEREIN AS TO THE TEST OF EXTRA-TERRITORIALITY.

Defendants may further contend that conceding the application of the Anti-Trust Act to ocean transportation generally and conceding the *power* of Congress to make it applicable to combinations affecting such commerce, even though formed in a foreign country and composed of foreign corporations, nevertheless it must be presumed that Congress did not *intend* to make it applicable to combinations of that description, because to do so would give the statute extra-territorial effect in violation of international law.

We concede that the Anti-Trust Act is not to be applied extra-territorially as to foreign citizens or even as to our own citizens. *American Banana Co.* v. *United Fruit Co.*, 213 U. S. 347.

The question then becomes, What is the test of extra-territoriality? The following seems to have been the test advanced by the defendants below (brief for Hamburg American Line, Allan Line, and Canadian Pacific Railway Co., p. 14):

> The Sherman Act operates only within the territorial limits of the United States and does not reach any restraint or monopolization of our commerce with foreign nations which results from acts done outside of the jurisdiction of the United States.

Taking this to mean that combinations, though operative here, are not subject to the Anti-Trust Act if *entered into* abroad, the proposition is manifestly unsound. Such a construction would render the evasion of the Act so easy as virtually to nullify it altogether.

Would the defendants in the *Trans-Missouri Freight Association Case* have escaped if only, like the present defendants, they had held their meetings alternately at London and Cologne?

If manufacturers in the United States should go to Canada and there agree upon a schedule of prices to be charged in the United States, would they not be subject to the operation of the Anti-Trust Act,

though nothing were done by them here except to sell their goods at the agreed prices? And if a conspiracy as to interstate trade is illegal, though formed abroad, would not a conspiracy as to foreign trade, fixing the price at which exports and imports shall be bought and sold in this country, be equally illegal?

Suppose parallel and competing railroads ran between Chicago and Winnipeg. Could they by agreement entered into at Winnipeg fix through rates and apportion the through traffic to and from Chicago? Would it make any difference if some of the roads were owned by foreign corporations?—or if Canadian law did not prohibit such agreements?—or if water lines via the Great Lakes were substituted for the railroad companies in the supposed case?

Defendants have laid down no general test of extra-territoriality and no general test can be laid down which would exempt them from the application of the Anti-Trust Law and would not at the same time exempt the conspirators in all the suppositious cases above. The truth is that in none of these cases, nor in the case of the defendants, is the restraint of trade or monopoly really *accomplished* by acts committed abroad. It is merely *initiated* there. The plan takes effect in this country; it is intended to do so; its consummating acts are performed here. The mere place where it was initiated is immaterial; and all suppositious cases involving combinations

whose whole existence—beginning, consummation and end—takes place abroad are entirely irrelevant.[1]

In the criminal law, where the question most frequently arises, the general test of extra-territoriality is not, Where was the act, as shooting, counterfeiting, forgery, bribery, libel, etc., initiated? but, *Where did it take effect?* An act, properly speaking, is a voluntary muscular contraction, nothing more. In the broad legal sense, however, a man who is physically outside this country "acts" within it if he produces here effects so dangerous and so proximate to the muscular contraction by which they are initiated that this country is justified on grounds of expediency in holding him responsible. In such a case the actor is "constructively present" within the jurisdiction where the effect is produced, though he may be physically abroad. *Hyde* v. *United States*, 225 U. S. 347, 362; *Strassheim* v. *Daily*, 221 U. S. 280; *In re Palliser*, 136 U. S. 256, 265; *United States* v. *Nord Deutscher Lloyd*, 223 U. S. 512, 516; *Oceanic Steam Nav. Co.* v. *Stranahan*, 214 U. S. 320, 332; *Armour Packing Co.* v. *United States*, 209 U. S. 56, 76; *Burton* v. *United States*, 202 U. S. 344; *United States* v. *Thayer*, 209 U. S. 39, 44; *Simpson* v. *State*,

[1] Thus, for example, the case of the Chicago-Winnipeg railroads might be very different if the tracks on the American side of the boundary and the tracks on the Canadian side were owned by two sets of wholly independent corporations. In such a case there might conceivably be a combination between the Canadian railroads, involving only the *local* rates from Winnipeg to the boundary, in which the American roads would take no part whatever, and which, therefore, would have its whole existence outside the United States. But that is not the present case.

92 Ga. 41; *Commonwealth* v. *Macloon*, 101 Mass. 1, 6, 18.

United States v. *Nord Deutscher Lloyd* and *Oceanic Steam Nav. Co.* v. *Stranahan, supra*, are good examples of the application of the principle. In the first this Court, though expressly stating that the statute "of course, has no extra-territorial operation," nevertheless held the defendant, a foreign corporation, criminally liable for taking from an immigrant in Germany security for payment of his return passage if deported, placing this holding on the ground that such taking "created a condition which was *operative* in New York." In the second the defendant, a foreign corporation, was punished here for failure to provide adequate medical inspection in Europe—a mere nonfeasance—resulting in the introduction of a diseased person into this country.

Similarly in the case of contracts to be performed in other countries, their validity is governed by the law of the place of performance. *Story, Conflict of Laws*, sections 242, 244. Contracts permissible in other countries are not enforcible in our courts if they contravene our laws, our morality, or our policy. *Oscanyan* v. *Winchester, &c., Co.*, 103 U. S. 261, 277; *Kennett* v. *Chambers*, 14 How. 38; *Walworth* v. *Harris*, 129 U. S. 355; *Williston's Pollock on Contracts*, 506; *Page on Contracts*, Vol. III, sec. 1729; *Westlake on Private International Law*, 3d ed., 259, 260.

These principles of criminal law and of contract law are peculiarly applicable in the case of conspiracies.

This Court and other courts have repeatedly held that conspiracies are "continuing offences" and may be enjoined or punished wherever operative regardless of where initiated. *Hyde* v. *United States*, 225 U. S. 347, 362; *Brown* v. *Elliot*, 225 U. S. 392, 402; *Hyde* v. *Shine*, 199 U. S. 62, 76; *United States* v. *Linton*, 223 Fed. 677, 679; *International Harvester Co.* v. *Missouri*, 237 Mo. 369; 234 U. S. 199; *International Harvester Co.* v. *Kentucky*, 137 Ky. 668, 674; *People* v. *Mather*, 4 Wend. (N. Y.) 229, 259; *Commonwealth* v. *Gillespie*, 7 S. & R. (Pa.) 469, 478; *Commonwealth* v. *Corlies*, 3 Brews. (Pa.) 575, 578; *Noyes* v. *State*, 41 N. J. L. 418; *State* v. *Nugent*, 77 N. J. L. 84, 86; *Bloomer* v. *State*, 48 Md. 521, 535; *People* v. *Arnold*, 46 Mich. 268, 275; *Insurance Cos.* v. *State*, 75 Miss. 25, 34; *State* v. *Hamilton*, 13 Nev. 386, 393; *Pearce* v. *Territory*, 11 Okla. 438, 446; *Ex parte Rogers*, 10 Tex. App. 655; *Rex* v. *Brisac*, 4 East 164; *Reg.* v. *Connolly*, 25 Ontario 151.

For jurisdictional purposes, all the conspirators are treated as though personally present and conspiring whenever and wherever acts in furtherance of the conspiracy are performed. The Statute of Limitations does not bar prosecution merely because the conspiracy originated more than three years before the indictment. *United States* v. *Kissell*, 218 U. S. 601, 607. For like reason the defense of extra-territoriality does not apply merely because the conspiracy originated abroad. The conspiracy exists

wherever it operates. As said by this Court in *Hyde* v. *United States*, 225 U. S. 347, 363:

> We have held that a conspiracy is not necessarily the conception and purpose of the moment, *but may be continuing. If so in time, it may be in place—carrying to the whole area of its operations* the guilt of its conception and that which follows guilt, trial and punishment. [Italics ours.]

Again, the same conspiracy may be operative in more than one country. In the very nature of things this must be so of conspiracies affecting foreign commerce, since every current of foreign commerce must run into the territorial limits of more than one country; otherwise it would not be foreign commerce. As said in *Veazie* v. *Moor*, 14 How. 568, 573:

> Commerce with foreign nations must signify commerce which in some sense is necessarily connected with these nations, transactions which either immediately, or at some stage of their progress, *must be extra-territorial.* [Italics ours.]

In accord with these settled principles the test of extra-territoriality for which the Government contends is this, *Is the conspiracy operative within this country and consummated by acts performed here—or, on the contrary, is the plan completely accomplished and exhausted abroad?*

That is a question of fact in each case. Its determination may undoubtedly depend upon the distinction between "acts" and the mere "continuance

of the result" of acts. The Government does not contend that the Anti-Trust Act reaches every combination or conspiracy which has any effect, however remote, within this country. But, in the words of the *Kissell Case, supra*, "when the plot contemplates bringing to pass a continuous result that will not continue without the continuous cooperation of the conspirators to keep it up, and there is such continuous cooperation" within this country, it is a perversion of natural thought to call that intra-territorial cooperation the mere "continuance of the result" of extra-territorial acts.

Let us apply this test of extra-territoriality to the facts of the present case. As we attempt hereinafter to show, the purpose and effect of the steamship combination is to restrain and monopolize the transportation of steerage passengers between the United States and Europe. The combination therefore directly and materially affects a current of foreign commerce of the United States and it affects it during its course within the territorial limits of the United States as well as without.

Not only is the combination thus *operative* within the territorial limits of this country, but many of the acts in pursuance of it are actually performed here. Offices and agents are maintained throughout the United States. Passengers are solicited here. Tickets, both eastbound and westbound, are sold here. Ships enter and depart from our ports, embarking and disembarking passengers, many of whom

are American citizens. Eastbound steerage passengers from inland cities purchase through transportation, both rail and water, from the steamship agents. They are known as "steamship passengers" all the way to the coast and must show their steamship tickets to the railroad officials whenever called for. (Sandford, I R. 365.)

The various acts of unfair competition were and are performed here. The fighting ships sail from New York, their rates are there advertised, and until just prior to the filing of this suit they were chosen there by the so-called "Small Committee" (Nyland, 11 R. 454–455; Cauty, 12 R. 1053; Winter, 12 R. 1158). The boycotting of independent agents and the exaction of discriminatory "commercial allowances" from the railroads also go on within this country.

Finally, the agents of the steamship lines meet in New York in the American Atlantic Conference for the express purpose of carrying out the provisions of the General Pool Agreement and the agreements collateral thereto. (Letter showing purpose, 6 R. 2873; minutes of American Atlantic Conference, 1 R. 388, 385–419; Cauty, 12 R. 1047.)

These facts meet every test of jurisdiction laid down in the conspiracy cases. More than that, they show an actual *doing of business in combination* within this country. The doing of business is not a technicality; it is a fact. Each nation may prescribe how business shall be done within its borders. Comity no more requires us to permit these foreign corporations

to conduct their business here *in combination*, than it requires us to permit them individually to exercise here charter powers contrary to our laws or public policy. *Paul* v. *Virginia*, 8 Wall. 168, 181; *Bank of Augusta* v. *Earle*, 13 Pet. 519, 589; *Clarke* v. *Cent. R. R.*, 50 Fed. 338; *Williams* v. *Gold Hill Mining Co.*, 96 Fed. 464; *London, Paris & America Bank* v. *Aronstein*, 117 Fed. 601; *Beale, Foreign Corporations*, sections 112, 118, 120, and cases cited.

In two similar cases, this Court has held the Anti-Trust Act to be applicable.

In the *Tobacco Case*, 221 U. S. 106, 185, a contract between the American Tobacco Company and two British corporations—The Imperial Tobacco Company of Great Britain and Ireland and the British-American Tobacco Company, Ltd.—which parceled out the world's trade, kept the British companies from sending their goods here and kept the American company from sending its goods to England, was held by this Court to violate the Anti-Trust Act, though entered into "in the city of London, where such contract was a legal and proper one." (164 Fed. 703.)

The case of *United States* v. *Pacific & Arctic Co.*, 228 U. S. 87, is even more directly in point. That case, like the present, involved a combination of carriers operating partly within and partly without the United States, i. e., from Seattle, Washington, and Vancouver, British Columbia, by water to Skagway, Alaska, and thence by railroad into the Yukon district of Canada. The railroads (Canadian owned) leading into the interior and a company owning

the docks at Skagway entered into exclusive through routing arrangements with three steamboat companies (two from Seattle and one from Vancouver) for the purpose of giving the latter a monopoly of the Alaska-Yukon trade. This court said in answer to the same jurisdictional contentions now made (105–106):

> The next contention of defendants is that as part of the transportation route was outside of the United States the Anti-Trust Law does not apply. The consequences and, indeed, legal impossibility are set forth to such application, and, *it is said, "make it obvious that our laws relating to interstate and foreign commerce were not intended to have any effect upon the carriage by foreign roads in foreign countries, and . . . it is equally clear that our laws can not be extended so as to control or affect the foreign carriage."* This is but saying that laws have no extraterritorial operation; but to apply the proposition as defendants apply it would put the transportation route described in the indictment out of the control of either Canada or the United States. *These consequences we can not accept.* The indictment alleges that the four companies which constitute the White Pass & Yukon Route (referred to as the railroad) and owned and controlled by the same persons, entered into the combination and conspiracy alleged, with the intention alleged, with the wharves company and the defendant steamship companies. In other words, it was a control to be exercised over transportation in the United States, and, so far, is within the jurisdiction of the laws of

> the United States, criminal and civil. If we may not control foreign citizens or corporations operating in foreign territory, we certainly may control such citizens and corporations operating in our territory, as we undoubtedly may control our own citizens and our own corporations. [Italics ours.]

The United States circuit judges of the Second Circuit have three times decided against the same contentions. *Thomsen* v. *Union Castle Mail S. S. Co.*, 166 Fed. 251; *United States* v. *Hamburg American Line*, 200 Fed. 806; *United States* v. *Prince Line*, 220 Fed. 230, 234.

In the present case they said (10 R. 5124–5125):

> The agreement directly and materially affects foreign commerce and *is partly intra-territorial because it is to be carried out in part in the United States.* Confining ourselves to east bound traffic, it is evident that the contract contemplates the solicitation of business; the making of contracts of carriage; the taking on board of passengers, and the actual commencement of transportation within the territory of the United States. *It requires acts to be done in this country;* such acts are as material and essential as those to be performed abroad, and the part of the contract requiring them can not be separated from the remainder.
>
> The prohibitions of the Anti-Trust Statute apply broadly to contracts in restraint of trade or commerce with foreign nations. This contract directly and materially affects such commerce, and if it unlawfully restrains it, it comes within the statute. We see nothing to war-

rant the contention that the act should be narrowly interpreted as prohibiting only contracts which are to be performed wholly within the territorial jurisdiction of the United States nor—if it were for us to consider—any reason for concluding that a broad construction would lead to international complications.

As the contract directly and materially affects the foreign commerce of this country by being put into effect here, it is immaterial where it was entered into or by what vessels it was to be, or has been, performed. Citizens of foreign countries are not free to restrain or monopolize the foreign commerce of this country by entering into combinations abroad nor by employing foreign vessels to effect their purpose. Such combinations are to be tested by the same standard as similar combinations entered into here by citizens of this country. The vital question in all cases is the same. Is the combination to so operate in this country as to directly and materially affect our foreign commerce? [Italics ours.]

The case of *American Banana Co.* v. *United Fruit Co.*, 213 U. S. 347, on which defendants chiefly rely, was brought to the attention of this Court in the *Pacific & Arctic Case, supra,* in the *Nord Deutscher Lloyd Case, supra,* and in *Strassheim* v. *Daily, supra,* and also to the attention of the court below in the present case, but without effect. It is clearly inapplicable here. The circumstances are exactly reversed. In the *Banana Case* the agreements were made in this country, but were executed abroad. In the present case the agreements were

made abroad, but are executed here. In the *Banana Case* damages were sought for acts not tortious where committed. In the present case the Government seeks to enjoin acts which are operative here and many of which are actually committed here and which clearly violate our laws.

The principles of international law, far from prohibiting, expressly sanction the application of our statutes to a combination like the present one. The universally accepted view is stated in *Moore's Digest of International Law*, volume 2, page 244, as follows:

> The principle that a man who outside of a country willfully puts in motion a force to take effect in it is answerable at the place where the evil is done, is recognized in the criminal jurisprudence of all countries. And the methods which modern invention has furnished for the performance of criminal acts in that manner has made this principle one of constantly growing importance and of increasing frequency of application. [Citing numerous cases.]

The same principle was stated as follows by this Court in *Strassheim* v. *Daily*, 221 U. S. 280, where the defendant, while in Illinois had contrived through an agent to defraud the State of Michigan (284–285):

> If a jury should believe the evidence and find that Daily did the acts that led Armstrong to betray his trust, deceived the board of control, and induced by fraud the payment by the State, the usage of the civilized world would warrant Michigan in punishing him, although he had never set foot in the State until after the fraud was complete. Acts done outside

> a jurisdiction, but intended to produce and producing detrimental effects within it, justify a State in punishing the cause of the harm as if he had been present at the effect if the State should succeed in getting him within its power. *Commonwealth* v. *Smith*, 11 Allen 243, 256, 259; *Simpson* v. *State*, 92 Ga. 41; *American Banana Co.* v. *United Fruit Co.*, 213 U. S. 347, 356; *Commonwealth* v. *Macloon*, 101 Mass. 1, 6, 18.

In *Wildenhus's Case*, 120 U. S. 1, where the jurisdiction of a State court over one charged with murder committed on board a foreign merchant vessel in a harbor of the State was sustained, Mr. Chief Justice Waite said (11):

> It is part of the law of civilized nations that when a merchant vessel of one country enters the ports of another for the purposes of trade, it subjects itself to the law of the place to which it goes, unless by treaty or otherwise the two countries have come to some different understanding or agreement.

In the present case defendants are carrying on business in this country and to deny our right to require them while so doing to comply with our laws and public policy is to deny us that supremacy within our own domain which is inherent in sovereignty. This is not usurping extra-territorial power. It is merely insisting upon a reasonable degree of control over our own affairs.

We submit, therefore, that the contention that the Anti-Trust Act is inapplicable to the present case has no foundation either in principle or authority.

III.

DEFENDANT STEAMSHIP LINES ARE PARTIES TO A COMBINATION AND CONSPIRACY TO POOL TRAFFIC IN STEERAGE PASSENGERS BETWEEN PORTS OF THE UNITED STATES AND FOREIGN PORTS AND TO FIX THE RATES OF PASSAGE, THEREBY RESTRAINING FOREIGN COMMERCE IN VIOLATION OF THE ANTI-TRUST ACT.

1. STATEMENT OF THE LAW.

In general, price-fixing agreements amongst competitors are in restraint of trade and illegal. No rule of law is more conclusively established. The principle was thus stated by Mr. Justice Hughes in *Dr. Miles Medical Co.* v. *Park & Sons Co.*, 220 U. S. 373, 408:

> But agreements or combinations between dealers, having for their sole purpose the destruction of competition and the fixing of prices, are injurious to the public interest and void.

Such agreements belong to the class described by the Chief Justice in the *Standard Oil Case* (221 U. S. 1, 56, 59) as "in restraint of trade in the subjective sense"—agreements by which one "voluntarily and unreasonably restrains his right to carry on his trade or business"; or, in the language of Mr. Justice Holmes:

> They are contracts with a stranger to the contractor's business (although, in some cases, carrying on a similar one), which wholly or partially restrict the freedom of the contractor in carrying on that business as otherwise he would. (*Northern Securities Case*, 193 U. S., 197, 404.)

See also:

Standard Sanitary Co. v. *United States*, 226 U. S. 20;

Swift v. *United States*, 196 U. S. 375;

People v. *Sheldon*, 139 N. Y. 251;

Cummings v. *Union Blue Stone Co.*, 164 N. Y. 405;

Trenton Potteries Co. v. *Olyphant*, 58 N. J. Eq. 507;

Nester v. *Continental Drilling Co.*, 161 Pa. St. 473;

Salt Co. v. *Guthrie*, 35 O. St. 666;

Oil Co. v. *Adoue*, 83 Tex. 650;

India Bagging Co. v. *Koch*, 14 La. An. 168;

Noyes, Intercorporate Relations, 513, Note 1, where the cases are collected.

The rule is as applicable to the fixing of rates among common carriers, by land or water, as it is to the fixing of commodity prices. This was expressly decided as to railroads in *United States* v. *Trans-Missouri Freight Ass'n*, 166 U. S. 290, 324, and also in *United States* v. *Joint Traffic Ass'n*, 171 U. S. 505.

The decisions in those cases have since been unanimously reaffirmed not only in the *Northern Securities Case*, 193 U. S. 197 (Mr. Justice Harlan's opinion, p. 330; Mr. Justice Brewer's opinion, p. 360; Mr. Justice Holmes's opinion, in which the Chief Justice, Mr. Justice White, and Mr. Justice Peckham concurred, p. 405), but also in the *Standard Oil Case*, 221 U. S. 1, 68, the *Tobacco Case*, 221 U. S. 106, 179, the *Standard Sanitary Case*, 226 U. S. 20, 49, and the *Union Pacific Case*, 226 U. S. 61, 84, 88.

In *The Union Pacific Case*, 226 U. S. 61, 80–81, 93, and in *Cincinnati Packet Co.* v. *Bay*, 200 U. S. 179, 185, this Court apparently assumed that carriers by water are equally within the rule; and in *Thomsen* v. *Union Castle Mail Steamship Co.*, 166 Fed. 253 (C. C. A. 2d), the Circuit Court of Appeals so held.

Pooling agreements have the same purpose and effect and stand upon exactly the same footing before the law as agreements to fix prices or rates. Pools were held illegal in—

Addyston Pipe Co. v. *United States*, 175 U. S. 211;

Gibbs v. *Baltimore Gas Co.*, 130 U. S. 396, 406, 411;

United States v. *United States Steel Corp.*, 223 Fed. 55, 155, 172;

C. & O. Fuel Co. v. *United States*, 115 Fed. 610 (C. C. A. 6th);

Wheeler-Stenzel Co. v. *Window Glass Jobbers' Ass'n*, 152 Fed. 864 (C. C. A. 3d);

Leonard v. *Abner Drury Brewing Co.*, 25 App. Cas. (D. C.) 161;

Morris Run Coal Co. v. *Barclay Coal Co.*, 68 Pa. St. 173;

Craft v. *McConnoughy*, 79 Ill. 346;

Vulcan Powder Co. v. *Hercules Powder Co.*, 96 Cal. 510;

Oil Co. v. *Adoue*, 83 Tex. 650.

Pools among carriers by railroad were held illegal in—

D. L. & W. R. Co. v. *Frank*, 110 Fed. 689;

C. M. & St. P. R. Co. v. *Wabash etc. R. Co.*, 61 Fed. 993 (C. C. A. 8th).

United States v. *Lake Shore & M. S. R. Co.* 203 Fed. 295.

Pools among carriers by water were held illegal in—

United States v. *Hamburg-American Line*, 200 Fed. 806 (the present case upon demurrer);

Cole Transportation Co. v. *White Star Line*, 186 Fed. 63, 66–67;

White Star Line v. *Star Line Steamers*, 141 Mich. 604, 611;

Anderson v. *Jett*, 89 Ky. 375;

Stanton v. *Allen*, 5 Denio (N. Y.) 434;

Hooker v. *Vandewater*, 4 Denio (N. Y.) 349;

Watson v. *Harlem etc. Nav. Co.*, 52 How. Pr. (N. Y.) 348.

These settled principles were well stated by the circuit judges of the Third Circuit in the case of *United States* v. *United States Steel Corporation*, decided June 3, 1915, 223 Fed. 55. Judge Buffington with whom Judge McPherson concurred, said (p. 155):

> *This country has always been committed to the principle of fair and real competition in business*—the struggle between individuals to sell goods in a market free from artificial control or influence—and the Sherman Act merely repeats this principle when it condemns, in the first section, "every contract or combination in restraint of trade." *When, therefore, individuals or corporations make distinct contracts with each other, either in the form of pools or other agreements, dividing territory, limiting output, or fixing prices, there can be no question about the illegality of such contracts.* [Italics ours.]

Judge Woolley, with whom Judge Hunt concurred, said (p. 172):

> *I know of no law which makes the steadying of the market a justification for fixing and maintaining prices by the concerted action of otherwise competing companies,* when the effect of steadying the market is to dominate the industry by establishing prices for its products. The perfection of stabilizing prices can be reached only when monopoly is perfect, and as nothing justifies monopoly, I am of opinion that the stabilizing benefits claimed by the defendants in fixing and maintaining prices are no justification or excuse for what they did. *Prices are perfectly stabilized by pools, when entered into and lived up to, yet no one would contend that a pool, however beneficent its results, is either justifiable or legal.* If the establishment of uniform prices for the products of an industry should ever be found advantageous or necessary, *such an economic policy should be inaugurated and pursued under authority of law, and not by the will of the industry itself.* [Italics ours.]

2. APPLICATION OF THE LAW.

No new question is presented by the facts of this case. We have here simply the application of old principles to an old form of combination—a combination which is doubly illegal, for it not only fixes rates, thereby suppressing competition in that regard, but also pools traffic and divides territory, thereby suppressing competition as regards both rates and service.

If there were nothing more here than a rate-fixing agreement it would fall directly within the principle of the *Freight Association* and *Joint Traffic Cases*, *supra*, p. 81.

The General Pool Agreement, however, is far more restrictive of competitive conditions than any simple rate agreement. Competition in rates is not the only kind of competition which the law aims to preserve. Competition in service is quite as important. As observed by this Court in the *Union Pacific Case*, 226 U. S. 61, 87:

> Competition between two such systems consists not only in making rates, * * * but includes the character of the service rendered, the accommodation of the shipper in handling and caring for freight and the prompt recognition and adjustment of the shipper's claims.

Under simple rate agreements competition in *service* may continue as actively as ever, for the efficient competitor is immediately and certainly rewarded by securing a larger share of the business. But pooling combinations, by fixing the share of the trade which each member may take, not only remove all inducement to competition in respect of rates, but also prevent, or at least greatly diminish, competition in service as well.

Thus, under the present agreement the more efficient line can not hope to increase its share of the business by improving its service, since its share is absolutely fixed at a definite percentage and it is bound so to arrange its service as not to exceed that

percentage. And lest, in spite of all it should do so, the agreement expressly provides that for every passenger above its allotted quota it shall pay to the other parties a "compensation price" of approximately $20, which payment is secured by heavy penalties.

All incentive to competition either as regards service or rates is thus killed. And it was so intended, for the commentaries to Agreement AA, which are part of the agreement itself (1 R. 73), expressly say (1 R. 56)—

> (a) *The stipulation of a compensation payment for each steerager carried beyond the proportion allotted by this contract forms one of the main features of the entire contract. The payment of such compensation is certainly not the intent and purpose of the contract, but it is the requisite means to deter the lines from following the tendency to exceed their proportion.* [Italics ours.]
>
> (b) The possibility ought not to be excluded to effect alterations with regard to the figure of £4 in the event of it becoming evident, that from extraordinary causes, the stipulated compensation proves to be too low or too high for the purposes of this contract.
>
> * * * * *
>
> (d) It was therefore agreed that the compensation can be advanced and lowered by a majority of the Lines representing at least 75 per cent of the shares as fixed in Article 3.

With respect to this provision, Franklin, vice president of the International Mercantile Marine, testified (13 R. 1814):

> The spirit of the agreement was that the lines should not carry more or less; that the lines should carry about in accordance with their percentage.
>
> * * * * *
>
> The object of the agreement was that the lines should maintain that percentage as closely as possible.
>
> * * * * *
>
> The very object of this agreement is to avoid the stronger lines taking away, or attempting to take away, all of the business from the weaker lines.

Cauty, also a vice president of the International Mercantile Marine, testified as follows (12 R. 1097–1098):

> Q. Mr. Cauty, I understand you to testify on cross-examination that the purpose of establishing £4 as a standard of compensation was to deter a company from carrying more than its allotment?—A. May I say to *remove any inducement to the company to carry more than its allotment.* I think perhaps that would be a more correct term.
>
> Q. Likewise it was fixed on that basis of £4 so as to not compensate a line that had not carried its allotment to the extent of a profit for being a drone?—A. Well, I hardly think that is correct, Mr. Crim, because supposing a line is overcarrying largely, and you can get a considerable number of £4 without

> having to do anything for it, it is not a bad business. *The check really was on the line that overcarried* * * *. [Italics ours.]

It is said that the General Pool Agreement is not perpetual but must be periodically renewed, and that a line which demonstrated its ability regularly to attract more than its quota would at the next renewal demand a larger percentage. The agreement was originally for three years (1 R. 73, art. 27), and in December, 1910, one month before this suit was filed, was renewed for five years more (Ismay, 12 R. 1031). It is obvious therefore that the remote possibility of a larger share of the business five years hence, contingent upon the acquiescence of the other parties, and subject meanwhile to carrying any excess at a loss, is hardly an incentive to competition.

The defendants' own witnesses admitted this by word and conduct. Thus Cauty when shown a letter in which he had suggested in the following terms a pool agreement covering also second-class passengers (12 R. 1079):

> We are quite of your opinion that a general advance of at least 20/– all round should be made in the second-class rate. *We think a pool would secure a larger increase*, but I hope the advance of at least 20/– may be agreed, if a pool is found impossible,

testified in explanation:

> Failing to get what we thought a satisfactory rate agreement we thought perhaps *the reluc-*

tance of any lines to advance would be overcome if there was a pool, so that their position was protected.

Hannah testified (13 R. 1476–1477):

> A conference I have said a minute or two ago was where two or three men came together, one representing each line, and arranged for the operation of their several lines, both as to runs, rates and many other matters, and one said you will be satisfied to have $32 for your line, and you will be satisfied to have $25 for your line, and you $30 for your line, and each of these differences was because of some confessed knowledge of superiority or inferiority on the part of one or the other of these lines. Then they would publish their rates on that basis and adhere to them for a time at least, and that was the differential;[1] *they each got as much business as they could; they could beat each other as much as they liked. There was no division of the business then.* That was done in conference in the year 1868.
>
> Q. Now, take the pooling arrangement under AA?—A. *The pooling went further than that;* it was made by some of the continental lines, not the British lines—they never were ingenious enough I think for that. That conference was not effective enough to secure the desired end.

[1] This was called "the principle of differentials against great speed and superior accommodations." (5 R. 2222.)

Lister testified (13 R. 1496):

> Q. Do you know what the reasons were which led the lines to make the agreement AA; if so, will you state what they were?—A. Yes, I think that the main reason for making the agreement AA was to prevent, if possible, these frequent breakings away from the agreements which had been the practice under the previous rate agreements.
>
> * * * * *
>
> Q. Was AA made to affect the same—to act for the same general purpose in the business but *with a stronger obligation as to the lines*—I mean as compared with the conference?—A. *Yes, to insure more stability in the business.*

Finally, a line is not permitted to advertise its superiority of service even if it has any. Article 16 of the General Pool Agreement reads (1 R. 63):

> No circulars or publications shall be issued by any line reflecting upon or instituting comparisons with any conference line unfavorable to the latter * * *.

To insure observance of this rule the lines are required to send copies of their advertising circulars to the secretary, to dismiss immediately any agent who violates the rule, and to join with all other lines in refusing business relations with such agent thereafter. (1 R. 63, 225, 230.)

IV.

THE COMBINATION AND CONSPIRACY BY UNFAIR AND OPPRESSIVE METHODS OF COMPETITION ALSO PREVENTS OTHER LINES FROM ENGAGING IN THE TRANSPORTATION OF STEERAGE PASSENGERS BETWEEN PORTS OF THE UNITED STATES AND FOREIGN PORTS, THEREBY FURTHER RESTRAINING FOREIGN COMMERCE IN VIOLATION OF THE ANTI-TRUST ACT.

1. STATEMENT OF THE LAW.

Combinations and conspiracies to prevent or hinder those outside from competing by employing against them other than normal and legitimate business methods fall within the narrowest conception of combinations and conspiracies in restraint of trade. The following are typical cases:

Eastern States Retail Lumber Dealers' Ass'n v. *United States*, 234 U. S. 600—a combination among retail dealers to compel wholesalers not to sell directly to consumers by refusing to buy from wholesalers who do so.

United States v. *Pacific & Arctic Company*, 228 U. S. 87, 104—a combination between three steamship lines, a wharf company and a railroad system, which were connecting carriers, whereby the wharf company and the railroad entered into exclusive through routing arrangements with the steamship lines in order to exclude other steamship lines from the trade affected.

United States v. *Reading Company*, 226 U. S. 324, 351–353—a combination of six railroads to prevent the building of a new competitive line by purchasing

the coal mines and lands from which its prospective traffic would be principally derived.

Montague v. *Lowry*, 193 U. S. 38—a combination of wholesale dealers in tile in San Francisco and of manufacturers of tile in other States by which the dealers agreed not to purchase from nonmember manufacturers and the manufacturers agreed not to sell to nonmember dealers.

The distinguishing mark of this type of combination is the purpose to exclude or interfere with the competition of others. It is not necessary that the exclusion or interference be actually accomplished. If the purpose stated exists and is coupled with adequate power, it becomes dangerously probable that the purpose will be executed, and that is enough to bring the combination within the condemnation of the law. *Swift* v. *United States*, 196 U. S. 375, 396; *United States* v. *St. Louis Terminal Railway*, 224 U. S. 383, 394; *United States* v. *Reading Company*, 226 U. S. 324, 351–352, 370.

The purpose to exclude others is seldom expressed. The principal factors in determining it by inference doubtless are the conduct of the combination toward its competitors and the comprehensiveness of the combination.

The bearing upon its purpose of a combination's conduct toward its competitors of course requires no elucidation.

As to the second factor, where a combination takes in so large a proportion of the units in any

branch of trade that those outside can not hope effectively to compete with it except by sufferance, it is a legitimate inference that one of the purposes of the combination is to prevent effective competition by those outside. This is clear from the *Standard Oil Case*, 221 U. S. 1, 75, where it was held that—

> the unification of power and control over petroleum and its products which was the inevitable result of the combining in the New Jersey corporation by the increase of its stock and the transfer to it of the stocks of so many other corporations, aggregating so vast a capital, gives rise, *in and of itself*, in the absence of countervailing circumstances, to say the least, to the *prima facie* presumption of intent and purpose to maintain the dominancy over the oil industry, not as a result of normal methods of industrial development, but by new means of combination which were resorted to in order that greater power might be added than would otherwise have arisen had normal methods been followed, the whole with the purpose of excluding others from the trade and thus centralizing in the combination a perpetual control of the movements of petroleum and its products in the channels of interstate commerce. [Italics ours.]

Again, in *United States* v. *St. Louis Terminal Ry.*, 224 U. S. 383, 394–395, and in *United States* v. *Reading Co.*, 226 U. S. 324, 370, it was recognized that an intent to exclude others might be inferred from the

"extent of the control" acquired by the combination, the Court saying in the latter case:

> In the instant case the *extent of the control* over the limited supply of anthracite coal by means of the great proportion theretofore owned or controlled by the defendant companies, and the *extent of the control* acquired over the independent output which constituted the only competing supply, affords evidence of an intent to suppress that competition and of a purpose to unduly restrain the freedom of production, transportation and sale of the article at tide-water markets. [Italics ours.]

There was a similar ruling in *Shawnee Compress Co.* v. *Anderson*, 209 U. S. 423, 433-434, where it was said:

> To what object was the assembling in one ownership or management so many compresses, and keeping the means and declaring the purpose of acquiring more? The answer would seem to be obvious. The first effect would necessarily be the cessation of competition. If there was left a possibility of other compresses being constructed, it was made less by the power that could be opposed to them. * * * This case presents something more than the lease of property by the Shawnee Company, induced or made necessary by financial embarrassment. It presents something more than the acquisition by the Gulf Company of another compress—of a mere addition to its business. It presents acts in aid of a scheme of monopoly.

2. APPLICATION OF THE LAW.

The facts heretofore stated (*supra*, pp. 22–33) show conclusively that the defendant steamship lines in combination have employed against other lines wrongful methods of competition, with the result and for the purpose of excluding them from the field and acquiring a monopoly.

It is useless for defendants to say that individually they might have employed these methods. There is a potency in numbers which creates a difference—in kind as well as in degree—between the acts of individuals and the acts of combinations. "The Sherman Law is a limitation of rights, rights which may be pushed to evil consequences and therefore restrained." *Standard Sanitary Mfg. Co.* v. *United States*, 226 U. S. 20, 49. The principle is thus stated in *Grenada Lumber Co.* v. *Mississippi*, 217 U. S. 433, 440-441:

> An act harmless when done by one may become a public wrong when done by many acting in concert, for it then takes on the form of a conspiracy, and may be prohibited or punished, if the result be hurtful to the public or to the individual against whom the concerted action is directed.

The authorities are reviewed and the result stated in *Wyman, Control of the Market*, as follows:

> * * * There is the intermediate assumption that the individual refusal by a single man is of the same character as a concerted refusal by many men. This may well be challenged as law, since it is contrary to fact. Even if it

were in the face of the logic of the law, *most men would call this competition unfair.* For most men firmly believe in the perpetuation of the open market; and they realize that if a combination may work its will in this way, the end of industrial liberty is at hand (p. 103).

* * * * *

* * * It seems the real truth that the very concert gives combined action a higher potentiality for harm than individual action ever can have. Formal logic does not now support the minority view that the combination is as free to act in this way as an individual is. And public policy certainly seems to be with the majority view that the individual trader should be protected against the pressure of the combination which is breaking up his business relations with those who might otherwise deal with him. The reality of such oppression carries with it, in most minds, the conviction of the essential wrongfulness of such dictation by the combination (p. 106).

(a) The Wrongful Methods.

Fighting ships.—Fighting ships, heretofore described (*supra*, p. 23), were condemned by the Report on Shipping Combinations, etc., made by the House Committee on Merchant Marine and Fisheries under House Resolution 587, Sixty-third Congress, and the bill accompanying the report specifically forbids them. (Report, vol. 4, p. 421; Bill, sec. 2.)

The use of fighting ships is analogous to price cutting by a combination in particular localities for the purpose of destroying competition, only to raise the price when the competition has been gotten rid of. The individual line has against it in the contest the aggregate resources of all the members of the combination, and, of course, must succumb.

On this branch of the case the defendants relied in the court below upon *Mogul Steamship Co.* v. *McGregor*, L. R. 1892, A. C. 25. That case does not support their position. All that was decided there was that admitting the contention that the agreement or combination which caused the alleged injury was in restraint of trade, the plaintiff still had no case because such an agreement or combination was not indictable or actionable at common law. (L. R. 1892, A. C. 36; L. R., Q. B. D., 619, 620, 626.) While not necessary to the decision, three of the judges who sat in the case—Lord Bramwell and Lord Hannen in the House of Lords, and Lord Esher in the Court of Appeals—expressed the view that the agreement or combination in controversy *did* restrain trade. In the *Addyston Pipe Case*, 85 Fed. 271 (C. C. A. 6th), Judge Taft carefully analyzed the *Mogul Steamship case*, concluding as follows (p. 286):

> * * * but it was not held that the contract of association entered into by the defendants was not void and unenforceable at common law. *On the contrary, Lord Bram-*

> *well, in his judgment (at page 46), and Lord Hannen, in his (at page 58), distinctly say that the contract of association was void as in restraint of trade;* but all the law lords were of opinion that contracts void as in restraint of trade were not unlawful in a criminal sense, and gave no right of action for damages to one injured thereby. The statute we are considering expressly gives such contracts a criminal and unlawful character. It is manifest, therefore, that whatever of relevancy the Mogul Steamship Co. case has in this discussion makes for, rather than against, our conclusion. [Italics ours.]

The District Court decided that the use by the defendants in combination of fighting ships violated the Anti-Trust Act, but its decree, as we think, was inadequate. (See *infra*, p. 125.)

Boycotting of nonmember agents.—As previously shown (*supra*, p. 26), the parties to the combination concertedly refuse to employ as agents any persons who also act as agents in the selling of tickets for independent lines. As the business of the independent lines has been so small that it would not pay an agent to work for them alone, the result has been to prevent the independent lines from obtaining satisfactory agents (*supra*, p. 27).

This is a true secondary boycott—a combination to coerce A to cease dealing with B in order to injure B. *Loewe* v. *Lawlor*, 208 U. S. 204; *Eastern States Lumber Dealers Ass'n* v. *United States*, 234 U. S. 600.

It is not, as defendants would have us believe, a means of securing honest agents.[1] The test is not, "Is the agent honest," but "Does he serve any independent line." Ismay himself admitted that the rule was really a competitive measure, saying (12 R. 1023):

> Q. In general then that rule 9 was enforced to meet the competition of the Volunteer Fleet, the Russo-East Asiatic and the New York & Continental Line?—A. Not those lines specifically, *I think it was put in there to meet the competition of any outside lines which might come along.* [Italics ours.]

Furthermore, this is not a case where an employer requires the exclusive service of his agents. Each steamship line in the combination permits its agents to serve all other lines in the combination—indeed it expects them to do so and holds out that opportunity as an inducement to successful agents to desert independent employers. (Winter, 13 R. 1743, 1745–1746; Peters' letter, 7 R. 3347; Nyland, 11 R. 513; Richard, 12 R. 792–793.)

Thus the right to select agents, like the right to select through-route connections in the *Pacific & Arctic case*, 228 U. S. 87, is exercised not for natural trade reasons—to secure greater responsibility or

[1] The dishonest ("bunco") agencies, of which so much is said, were almost gone by 1880, and by 1894 had entirely disappeared; not because of the boycotting of nonconference agents, however, but because of the refusal to pay commissions to runners, the insistence upon reliable, bonded agents, and particularly because of the criminal prosecution against a notorious swindler, Henry Rice, which served "to clear out the whole field." (Hannah, 13 R. 1451, 1469–1470; Winter, 13 R. 1732, 1733.)

efficiency—but for the purpose of building up a monopoly.

Exaction of discriminatory railroad allowances.—As also shown above (*supra*, p. 28), the parties to the combination, whilst themselves receiving from railroad companies "commercial allowances," so called, amounting to 10 per cent of the railroad fare paid by steerage passengers, both eastbound and westbound, have at the same time exacted from the railroads an agreement not to pay similar allowances to independent steamship lines.

It is claimed that these allowances are paid for services rendered.[1] If so, then the independent lines are equally entitled to receive them, and the conduct of the defendants in combining to prevent the railroads from paying them is all the more reprehensible.

[1] The flounderings of defendant's witnesses when called upon to describe these "services," however, were humorous (Kerr, 13 R. 1624, 1626; McCain, 12 R. 850, 870.) The only service is the sale to the prospective passenger of an order for rail transportation simultaneously with the sale of the steamship ticket. True the steamship company is responsible to the railroad for the ticket money thus paid, but the steamship agents are bonded (Winter, 13 R.1734); their defalcations are practically *nil* (Kerr, 13 R. 1628); the steamship companies have the use of the passengers' money (no inconsiderable sum) sometimes for several months before paying it over (McCain, 12 R. 873); and it is really as much an advantage to them as to the railroads to be able to sell through transportation, both rail and water, at the same time.

That they should receive 10 per cent of the entire railroad fare for such "services" as these is palpably absurd. The fact is they have demonstrated to the railroads their power to control this traffic and they use their power to extort these 10 per cent concessions, which ultimately, of course, have to be paid by the passengers themselves. (1 R. 348 (a); 4 R. 1818, 1819; 1 R. 375, sec. 1; 1 R. 376, sec. 3; McCain, 12 R. 850, 862–863, 870.)

(b) The Result.

The effect of these wrongful methods has been set forth in detail in the Statement of the Case. (*Supra*, pp. 29–33.) It is enough now to repeat that they have been completely successful in throttling competition and keeping the combination in full possession of the steerage traffic between the United States and all of Europe north of Cadiz, Spain, including the British Isles and Scandinavia.

(c) The Purpose.

The character of the methods employed by the combination against competitors and the result, as above set forth, establish beyond question that one of the purposes of the combination was to exclude from this particular field of commerce any steamship line which refused to join the combination. If confirmation of that purpose were needed we have it in the very comprehensivness of the combination, in attempts to cover up its actions and in express declarations.

Enough has already been said of the comprehensiveness of the combination. No important line was left out.

Attempts of the combination to cover up its actions show an "ever-present manifestation * * * of a conscious wrongdoing." *Tobacco Case*, 221 U. S., 106, 182.

The roundabout method of selecting fighting steamers, first by a small committee in New York

which signed no papers, made no agreements and kept no minutes regarding its proceedings (4 R. 2091), and later by agencies in Europe (11 R. 539–540), is typical.

Conference proceedings are regarded as "sacred," "confidential in the highest degree" (1 R. 79, par. 15; 1 R. 251.) Secretary Peters, in a circular letter, November 12, 1908, says (7 R. 3721):

> It needs no mention that all reports about pool and what is in connection therewith may *in view of the United States laws* turn very much to the detriment of all the parties * * *. [Italics ours.]

In another letter, January 4, 1909, he says (7 R. 3771):

> The lines no doubt will all be convinced that it will be well done if on their part the word "*pool*" is absolutely avoided in correspondence as well as in negotiations, agreements etc. * * * it would certainly be advisable to eliminate the word "*pool*" and substitute "arrangement" or some other synonymous word. [Italics ours.]

The Mediterranean agreement has the following commentary (7 R. 3650):

> the Italian Lines consider it extremely important that the conclusion of the whole agreement should not become public, but *kept secret for the reason that according to Italian law pool agreements are forbidden.* [Italics ours.]

Urging caution with respect to the boycotting of nonconference agents, the Holland-America Line writes (2 R. 1043):

> Similar matters, if brought before a court, may easily lead to further investigation of the present methods employed by the steamship companies, which, in many respects would cause unsatisfactory results. *The course followed by the steamship companies in their different meetings to maintain control of the agents under their supervision is in many ways very arbitrary,* and although from the steamship companies' standpoint justifiable, *may be condemned if brought before an investigation committee.* [Italics ours.]

In another letter on the same subject it says (I R. 214):

> *We strongly fear that by enforcing conference rules we would drive Cunard*[1] *to freely use anti-trust legislation against us* in whatever way this would be possible and with Mr. Sandford as a Cunard employee we may be certain that if any evidence against us could be presented, it would certainly be expert evidence.

Finally, the documentary evidence contained in the exhibits—the agreements, the conference minutes, and correspondence of the parties—is replete with declarations of the purpose to drive out the independent lines. The following examples are sufficient:

"Agreement AA," the General Pool Agreement itself, provides for the admission of new lines only

[1] At the time this letter was written the Cunard Line was not a member of the conference.

by the unanimous vote of all the parties (I R. 66, Art. 22), and imposes the heaviest penalty possible for assisting directly or indirectly opposition lines (I R. 64, Art. 18).

Atlantic Conference minute No. 1, March 25, 1909 (5 R. 2307):

> The competition of the Northwest Transport Line is considered serious * * * but by resuscitating by-law 22 [the fighting ship arrangement] to meet their eastbound departures *it is hoped to make their service unprofitable* * * *. [Italics ours.]

Letter, Russian East Asiatic Co., June 8, 1908 (4 R. 2148):

> The New York & Continental Line steamer which left Saturday had only 350 steerage passengers. This gives you an idea as to how the pooled lines are bucking up against this line *in order to make it nonprofitable* * * *. The Hamburg Line people are certainly very much incensed over this and *they will leave no stone unturned if they can drive them out of the business.* [Italics ours.]

Letter, Russian East Asiatic Co., May 13, 1909 (4 R. 2116):

> *The committee is watching the Northwest Transport Line and it has been agreed among them all that it would be a short life with them.*

Peters's letter, April 25, 1908 (7 R. 3335):

> Steamer *Volturno* sailed on the 14th inst. with 473 passengers * * * the New York & Continental Line had at the beginning prepared themselves for S. S. *Volturno* for 1,400

> passengers, but soon came down in their expectations to 700 until at last even this calculation turned out to be wrong. * * * *We therefore are of the opinion that the first fight against the New York & Continental Line has been excellently won.* [Italics ours.]

Letter, Holland-America Line, June 21, 1907 (1 R. 495):

> The Hamburg Line especially was of the opinion that the steamers of the pool lines leaving on the same day as those of the Volunteer and Russian East Asiatic Lines, *should offer a lower rate to the Continent, in order to reduce the revenue of both Russian Lines, to such an extent as to compel them to abandon this policy.* As all the pool lines are equally interested, the loss resulting from such reduction should be participated in by all of them. [Italics ours.]

Letter, North German Lloyd, May 6, 1908 (7 R. 3368), referring to the contest with the Italian Lines just prior to the Mediterranean agreement (*supra*, p. 11):

> *We hope not only to ruin the business for the Italian Lines* but at the same time to increase the number of returning Italians to such an extent that little room will be left to the direct lines for continental steeragers. [Italics ours.]

Peters' Letter, April 30, 1908, referring to the boycotting of agents (7 R. 3347):

> Since there is a pool all the members of it are likewise interested that no part of the business that comes under the pool is diverted to outside lines * * *.

Circular Letter, April 8, 1908, Peters to pool members (7 R. 3318)—

> if under the pooling arrangement it is not possible to get a better control of the agents working for the Parties, so as to prevent them from working for outside competing Lines, *then the contract will fail in the hoped-for result of obtaining higher rates,* for the uncontrollable agents will always find it to their interest to attract and to encourage competition. [Italics ours.]

We thus have here a combination in respect of transportation which is much more flagrantly violative of the law than the voluntary rate agreements condemned in the *Freight Association Case* and the *Joint Traffic Case*. We have here a combination which not only suppresses competition between its own members in respect of rates, as in those cases, but also in respect of service, and which, in addition, attempts by wrongful and oppressive methods to destroy any competitor who refuses to become a member. As said in *Thomsen* v. *Union Castle S. S. Co.*, 166 Fed. 251 (C. C. A. 2d)—

> * * * if there be any exception to the rule that the purpose of the statute is to preserve competition, it will not be found in a combination of carriers which not only eliminates competition among themselves, but attempts, in the manner shown in this record, to prevent outside competition (p. 253).

V.

THE ALLEGED GOOD DONE BY THE COMBINATION IN STABILIZING THE BUSINESS IS NO DEFENSE.

The main ground of defense is the familiar one advanced in behalf of every combination of this nature, namely, that pooling agreements and rate agreements are really beneficial, "stabilizing" the industry and averting ruinous competition.

This, of course, is a plea of confession and avoidance. In the statement of defendants that "in ocean commerce there is no happy medium between war and peace," "*peace*" can only mean cessation of competition. In short, the argument is that combination would be a better law of trade than competition; that in order to avoid the possibility of ruinous competition all competition should be abolished.

That, however, is a matter of opinion, a purely legislative question, and Congress with power to decide has decided in favor of competition. In *United States* v. *Union Pacific R. Co.*, 226 U. S. 61, 87, the purpose of the Anti-Trust Law was thus stated:

> To preserve from undue restraint the free action of competition in interstate commerce was the purpose which controlled Congress in enacting this statute, and the courts should construe the law with a view to effecting the object of its enactment.

In *International Harvester Co.* v. *Missouri*, 234 U. S. 199, 209, referring to Anti-Trust laws in general, this Court said:

> The purpose of such statutes is to secure competition and to preclude combinations which tend to defeat it.

And again in *National Cotton Oil Co.* v. *Texas*, 197 U. S. 115, 129:

> According to them, competition not combination, should be the law of trade.

Precisely the same argument was advanced as to railroads in the *Freight Association Case*, 166 U. S. 290, the defendants contending, as here, that in the absence of rate agreements ruinous competition would inevitably follow. This Court said in reply, adopting the language of Shiras, J., in the court below (p. 337):

> It may be entirely true that as we proceed in the development of the policy of public control over railway traffic, methods will be devised and put in operation by legislative enactment whereby railway companies and the public may be protected against the evils arising from unrestricted competition and from rate wars which unsettle the business of the community, but I fail to perceive the force of the argument that because railway companies *through their own action cause evils to themselves* and the public by sudden changes or reductions in tariff rates they must be permitted to deprive the community of the benefit of competition in securing reasonable rates for the transportation of the products of the country. * * * balancing the benefits as against the evils, the law of competition remains as a controlling element in the business world. * * * The time may come when the companies will be relieved from the operation of this law, but they can not, by combi-

> nation and agreements among themselves, bring about this change.

The same argument was reiterated by Mr. Carter in his brief in the *Joint Traffic Association Case*, 171 U. S. 505, at pp. 521–522, 526, was answered by the Solicitor General, at pp. 546–547, and was again rejected by this Court as follows (pp. 576–577):

> It is stated that the only resort open to railroads to save themselves from the effects of a ruinous competition is that of agreements among themselves to check and control it. * * * There can be no doubt that the general tendency of competition among competing railroads is towards lower rates for transportation, and the result of lower rates is generally a greater demand for the articles so transported, and this greater demand can only be gratified by a larger supply, the furnishing of which increases commerce. This is the first and direct result of competition among railroad carriers.
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> * * * * *
>
> It is not only possible but probable that good sense and integrity of purpose would prevail among the managers, and while making no agreement and entering into no combination by which the whole railroad interest as herein represented should act as one combined and consolidated body, the managers of each road might yet make such reasonable charges for the business done by it as the facts might justify. An agreement of the nature of this one which directly and effectually stifles competition, must be regarded under the statute as one in

> restraint of trade, notwithstanding there are possibilities that a restraint of trade may also follow competition that may be indulged in until the weaker roads are completely destroyed and the survivor thereafter raises rates and maintains them.

In the *Northern Securities Case*, 193 U. S. 197, this Court again refused to consider the argument that disastrous consequences would ensue from competition, Mr. Justice Harlan saying in his opinion announcing the affirmance of the judgment below (pp. 351, 352):

> Many suggestions were made in argument based upon the thought that the Anti-Trust Act would in the end prove to be mischievous in its consequences. Disaster to business and wide-spread financial ruin, it has been intimated, will follow the execution of its provisions. Such predictions were made in all the cases heretofore arising under that act. But they have not been verified. It is the history of monopolies in this country and in England that predictions of ruin are habitually made by them when it is attempted, by legislation, to restrain their operations and to protect the public against their exactions.
>
> * * * The suggestions of disaster to business have, we apprehend, their origin in the zeal of parties who are opposed to the policy underlying the act of Congress or are interested in the result of this particular case; at any rate, the suggestions imply that the court may and ought to refuse the enforcement of the provisions of the act if, in its judgment,

> Congress was not wise in prescribing as a rule by which the conduct of interstate and international commerce is to be governed, that every combination, whatever its form, in restraint of such commerce and the monopolizing or attempting to monopolize such commerce shall be illegal.

Very recently, in the case of *United States* v. *United States Steel Co.*, 223 Fed. 55, the circuit judges for the Third Circuit unanimously held that pooling agreements and rate agreements can not be justified as a means of steadying the market, Judge Wooley saying (p. 172):

> I know of no law which makes the steadying of the market a justification for fixing and maintaining prices by the concerted action of otherwise competing companies, when the effect of steadying the market is to dominate the industry by establishing prices for its products. The perfection of stabilizing prices can be reached only when monopoly is perfect, and as nothing justifies monopoly, I am of opinion that the stabilizing benefit claimed by the defendants in fixing and maintaining prices are no justification or excuse for what they did.

The same general defense—that the combination produced results beneficial to the public—was also rejected by this Court as a matter of law in *Standard Sanitary Mfg. Co.* v. *United States*, 226 U. S. 20, 40, 49, and *Eastern States Retail Lumber Dealers' Ass'n* v. *United States*, 234 U. S. 600, 613, and in *Interna-*

tional Harvester Co. v. *Missouri*, 234 U. S. 199, where it was said (p. 209):

> It is too late in the day to assert against statutes which forbid combinations of competing companies that a particular combination was induced by good intentions and has had some good effect.

The contention that competition would itself lead to monopoly, because some single company would ultimately drive all others from the field is based upon one or the other of two false assumptions. It either assumes in some one company a monopoly of efficiency such as never has existed and probably never will exist (*Cash Register Case*, 222 Fed. 599, 619; *Steel Case*, 223 Fed. 55, 163), or it assumes that, irrespective of efficiency, the company possessing the greater resources would be permitted to ruin all the rest; i. e., that neither the Anti-Trust Law nor the "unfair competition" section of the Trade Commission Act (38 Stat., p. 719, sec. 5) provides a remedy against systematic and persistent selling below cost or carrying below cost, with the intention of destroying a competitor.

Defendants attempt to distinguish the railroad cases upon the ground that railroads have a certain amount of local, noncompetitive traffic to sustain them in times of competition, whereas steamship lines are competitive as to their entire business. We dispute this distinction. Obviously, steamship lines from Hamburg, Antwerp, Rotterdam, Liverpool and Libau each possesses a certain local tributary area as against the others. On the other hand, railroads

also are competitive as to the great bulk of their business, and this was particularly true as to the transcontinental lines involved in the *Trans-Missouri Freight Association Case*, the *Joint Traffic Case*, and the *Northern Securities Case*. The through traffic, which is the competitive traffic, is of absolutely vital importance. Nor would the railroads be permitted to recoup losses on competitive traffic by raising rates on local traffic above a reasonable return for the particular service rendered. (*Rates for Transportation of Anthracite Coal*, 35 I. C. C. 282.)

Again, in the case of steamship lines, the fact that ships unsuccessful in a given trade may be sold or transferred to other ports or to another trade suggests a way of moderating competition where it has become excessive. Railroads, however, have no such mobility. They can not move about. Their lines—rights of way, station buildings, etc.—are fixed. They must get business where they are or not at all. It would seem, therefore, that railroads would be even more in danger of "ruinous" competition than would steamship lines.

Moreover, the ground advanced to differentiate steamship lines from railroads, namely, that the former have only competitive traffic, would, if true, merely serve to identify them with many industrials. It would exempt from the Anti-Trust Act not only rate-fixing combinations amongst steamship lines but also price-fixing combinations among merchants or manufacturers serving substantially the same territory—e. g., a combination of all

the aluminum manufacturers at Niagara Falls, or of all the anthracite producers in Pennsylvania, or of all the textile manufacturers of New England. It would have exempted the agreements in the *Addyston Pipe Case*, 175 U. S. 211, in *Montague* v. *Lowry*, 193 U. S. 38, in the *C. & O. Fuel Case*, 115 Fed. 611 (C. C. A. 6th), and the pooling agreements and "Gary dinners" so recently condemned in the *Steel Case*.

Finally, whilst, as above shown, the defense that this combination has stabilized the business is legally irrelevant, it is by no means established in point of fact that ruinous or even excessive competition would break out if there were no such combination. Thus, Mr. Ismay, president of the International Mercantile Marine and certainly as well qualified as anyone to speak upon the subject, testified (12 R. 1044):

> Q. Would you say that but for the conferences and pools now in existence the rates would be much less? Would you be fighting each other?—A. *I think we have more sense now than we had a few years ago. I do not think we should be fighting now.* [Italics ours.]

Mr. Franklin, vice president of the same company, also testified (13 R. 1806) that,

> None of the prominent carrying lines have gone out of business since I have been connected with the passenger trade,

and further stated that any talk of competition narrowing this great business down even to two lines would be "ridiculous." (13 R. 1832.)

VI.

THE FACT, IF IT BE A FACT, THAT THE RATES CHARGED HAVE BEEN REASONABLE IS NO DEFENSE.

The Anti-Trust Law is designed not to regulate monopoly but to prevent it—not to regulate prices fixed by combinations but to assure the fixing of prices under competitive conditions and to preclude combinations which would defeat that end.

In this view of the law the test of the legality of a combination is not its present effect on prices, but its *effect on competition.* If it unduly restricts competition, then it is immaterial that for the time being the combination may exercise its power benevolently.

Accordingly, it has been held over and over again that the fact that the rates or prices charged by a combination are reasonable is no defense under the Anti-Trust Act. *United States* v. *D. L. & W. R. Co.*, 238 U. S. 516, 535; *Union Pacific case*, 226 U. S. 61, 88; *Addyston Pipe Co.* v. *United States*, 175 U. S. 211, 238; *United States* v. *Joint Traffic Ass'n*, 171 U. S. 505, 565, 568, 569; *United States* v. *Trans-Missouri Freight Ass'n*, 166 U. S. 290, 324; *Pearsall* v. *Great Northern Ry. Co.*, 161 U. S. 646, 676, 677. In *United States* v. *Joint Traffic Ass'n* the whole matter was thus summarily disposed of (p. 565):

> It was considered in the other case [*United States* v. *Trans-Missouri Freight Ass'n*] that the rates actually fixed upon were reasonable, while the rates fixed upon in this case are also admitted to be reasonable.

With respect to the case of *Attorney General* v. *Adelaide S. S. Co.*, L. R. 1913 A. C. 781, cited by the defendants, it is enough to say that that case was decided under the peculiar terms of the Australian Industries Preservation Act making actual intent to cause "detriment to the public" an essential ingredient of the offense. The distinction between the Australian statute and the Sherman Act is so fundamental that the House of Lords itself in the *Adelaide Steamship Case* refused to consider the decisions of this Court, saying, with particular reference to the *Standard Oil Case* (801):

> *Their Lordships do not think that the decisions themselves are of any real assistance in the present case.* The Sherman Act construed strictly makes every contract or combination in restraint of trade and every monopoly or attempt to monopolize a statutory misdemeanor irrespective of any sinister intention on the part of the accused, and irrespective of any detriment to the public. The actual decision is that contracts in restraint of trade which are enforceable at common law are impliedly excepted from the express provisions of the Act. The enforceability of the contract becomes in this way the test of its legality. [Italics ours.]

Whilst the reasonableness of the rates established by the present combination is thus wholly immaterial, nevertheless we do not wish to leave the Court with any mistaken impression as to the facts. We, there-

fore, set forth in a footnote grounds for regarding the existing rates as excessive. [1]

[1] In the first place the general statements by some of defendants' witnesses that the existing rates are "reasonable" establish nothing. "Reasonableness of rates can not be proved by categorical answers." (*Interstate Commerce Commission* v. *U. P. R. Co.*, 222 U. S. 541, 549.)

Statements of dividends paid are also inconclusive. Operating expenses may be swelled by capital expenditures for new ships and equipment. Earnings may be carried to surplus. Cabin passenger or cargo rates may be too low. Capitalization may be figured according to the English method of accounting which, as shown in the *Kansas City Southern Case*, 231 U. S. 423 (Government brief, p. 4), has resulted in a capitalization of English railroads at $265,000 per mile as against less than $60,000 per mile in the United States. Only by a complete analysis of the carrier's accounts would it be possible to tell with any degree of accuracy the profits on their steerage business. No such analysis exists. The carriers themselves have never made one. They do not even apportion their operating expenses and fixed charges between passenger traffic and cargo. (Ismay, 12 R. 1027; Thomas, 12 R. 668.)

Two witnesses, Hannah (13 R. 1440) and Richard (12 R. 932), testified that rates to-day are slightly lower than in 1870. Two others, Lister (13 R. 1507) and Winter (13 R. 1740), testified, however, that rates have remained about the same since 1880, increasing slightly. It is true that the service has improved. It is equally true that progress in the art, such as multiple expansion engines, resulting in economy of fuel (Hannah, 13 R. 1460), larger ships, resulting in less cost per passenger (Hannah, 13 R. 1469 fol. 4406; Lister, 13 R. 1552), and greater speed, resulting in more trips and in more complete utilization of capital (Hannah, 13 R. 1442-1443), have tended so greatly to diminish expenses that the mere fact that rates have remained about the same gives rise in and of itself to a presumption of unreasonableness.

Furthermore, several witnesses agreed that the "out of pocket cost" of carrying steerage passengers is approximately $12 (Thomas, 12 R. 651, 661-667; Cauty, 12 R. 1070). Competent witnesses testified that a rate of *$20 or $21 would pay all expenses* and, under favorable conditions (steerage, cabin and cargo space all well occupied) *might even result in profit* (Lederer, 12 R. 720, 721; Thomas, 12 R. 662-663; Straus, 12 R. 774; Winter, 13 R. 1749-1750; Hannah, 13 R. 1478-1479).

The average steerage rate is $35 on ordinary steamers and from $3 to $5 more on steamers of the highest type (Nyland, II R. 509). Taking the view most favorable to the defendants, *a $35 rate upon a service costing $21, results in a profit of $14—66⅔ per cent.*

Inasmuch as the "fighting rates" were usually about $21, defendants have attempted to show an inconsistency between the above figures and the Government's contention that the Russian Volunteer Fleet, the New York & Continental Line and the Northwest Transport Company were driven out of business. No such inconsistency exists. The fighting ships

VII.

THE REASONING OF THE DISTRICT COURT CONSIDERED.

The decision of the District Court seems to proceed upon the theory that the legality of the combination is to be determined not by ascertaining whether the *restriction of competition* brought about by it is undue or unreasonable, but by ascertaining whether the "*course of conduct*" pursued, considered apart from its effect upon competition, is undue or unreasonable. In other words, though the combination may totally suppress competition, as here, it is yet not unlawful if that seems to the judge a reasonable thing to do under the circumstances of the particular case. Thus the opinion states (10 R., 5129–5130):

> To determine whether any particular *course of conduct* is "undue" or "unreasonable" involves, of course, a consideration of all the surrounding circumstances, which may be multifarious. Moreover, opinions will sometimes differ as to what should be the answer to such a question. Upon a given statement of facts twelve unprejudiced jurymen will sometimes unanimously reach a conclusion that the conduct of an individual evidenced "due" and "reasonable" care and prudence, when upon

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prevented their opponents from getting full quotas of passengers. Being new lines, the initial expenses of the independents were naturally very great, particularly the Volunteer Fleet which was developing a new port and had additional difficulty securing freight cargo. Furthermore, the independent lines were forced to pay larger commissions to their agents. In most cases they were unable to secure the 10 per cent "commercial allowances" from the railroads. And finally, once the determined character of the opposition had been demonstrated, they could hardly be expected to continue indefinitely to carry on business even at cost. (Straus, 12 R. 765.)

> the same state of facts twelve other unprejudiced jurymen will unanimously reach a different conclusion. * * * So, too, when question arises in an equity court as to the "reasonableness" of certain transactions, different chancellors may differ in their answers. [Italics ours.]

And in another passage (10 R. 5133):

> * * * in view of the peculiarities of ocean transportation, the method adopted by the defendants—if purged of its obnoxious feature, the "fighting ship"—is a reasonable one * * *.

Thus, apparently, the Court construed the law as if it read "no *unreasonable conduct* in trade shall be permitted." But competition may be materially abridged—in fact may be completely suppressed—by combinations whose conduct in and of itself, apart from its effect upon competition, might be wholly reasonable, indeed laudable.

The distinction is absolutely vital. The Government does not contend that all combinations of competitors are prohibited. It does contend, however, that where a combination necessarily results in "greatly abridging the free operation of competition" (*Union Pacific Case*, 226 U. S., at p. 88), and *a fortiori* where it practically destroys competition, the law is violated irrespective of the reasonableness of the conduct of the parties otherwise considered.

Furthermore, if there were no more definite standard for determining violations of the law

than the varying opinions of judges as to what constitutes reasonable conduct, then indeed would there be ground for complaining of the uncertainty of the law. For example, a pooling agreement among all the competitors in one branch of trade might be held illegal, while another pooling agreement of precisely similar character involving another branch of trade might be held legal.

Under such a construction of the law there would really be no standard whatever but "the variant economic views of individual judges"; and before a judge not in sympathy with the law *all* combinations would escape. As said by the late Mr. Justice Lurton (then a circuit judge) in *Park & Sons* v. *Hartman*, 153 Fed. 24, 46:

> It has been suggested that we should have regard to new commercial conditions and a tendency toward a relaxation of old common-law principles which tend to prevent development on modern lines. This is an argument better addressed to legislative bodies than to the courts. *Neither is it wise for the courts to countenance the introduction of artificial distinctions dependent upon the variant economic views of individual judges.* Distinctions which are specious or analogies which are but apparent will but afford opportunities to whittle away broad economic principles lying at the bottom of our public policy, principles which have long received the sanction of statesmen and the approving recognition of a long line of jurists. A like argument is expected whenever some new method of circumventing freedom of com-

> merce comes under the tests of the law. It was made and answered by Judge Taft in the *Addyston Pipe Case* (85 Fed. 271, 282–283) with a strength to which we can add nothing. [Italics ours.]

But, says the court below, this is the "rule of reason" adopted in the *Standard Oil Case*, 221 U. S. 1. On the contrary, as we think, instead of adopting any such construction of the law, the Chief Justice both in the *Standard Oil Case* and in the *Tobacco Case*, expressly disavowed it. In the *Standard Oil Case*, 221 U. S. 1, 65, 67, he said, with reference to the railroad rate agreement cases:

> That as considering the contracts or agreements, their necessary effect and the character of the parties by whom they were made, they were clearly restraints of trade within the purview of the statute, *they could not be taken out of that category by indulging in general reasoning as to the expediency or nonexpediency of having made the contracts or the wisdom or want of wisdom of the statute which prohibited their being made* (*65*).
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> * * * * *
>
> The confusion which gives rise to the question results from failing to distinguish between the want of power to take a case which by its terms or the circumstances which surrounded it, considering among such circumstances the character of the parties, *is plainly within the statute, out of the operation of the statute by resort to reason*, in effect to establish that the contract ought not to be treated as within the statute, and the duty in every case where it

> becomes necessary from the nature and character of the parties to decide whether it was within the statute to pass upon that question by the light of reason (67). [Italics ours.]

This was reiterated in the *Tobacco Case*, 221 U. S. 106, 179–180:

> In other words, it was held [in the *Standard Oil Case*], *not that acts which the statute prohibited could be removed from the control of its prohibitions by a finding that they were reasonable*, but that the duty to interpret which inevitably arose from the general character of the term restraint of trade required that the words restraint of trade should be given a meaning which would not destroy the individual right to contract and render difficult if not impossible any movement of trade in the channels of interstate commerce—the free movement of which it was the purpose of the statute to protect. [Italics ours.]

In these passages this Court anticipated precisely the error into which the Court below fell in the present case. That is to say, although agreements by carriers to pool traffic and fix rates are prohibited by the law, the District Court here attempted to remove such an agreement from the operation of the law by a finding that it was reasonable under the circumstances of the particular case.

The District Court also relies upon the report of the House Committee on Merchant Marine and Fisheries on shipping combinations (63d Cong., 2d sess., Doc. No. 805), which in substance recommended that rate

and pooling agreements among steamship lines be permitted, subject to rigid Government regulation, including the control of rates. (Report, pp. 419–421; bill, H. R. 17328, 63d Cong., 2d sess.) Obviously, however, this is not a finding that such agreements are not now prohibited. It is a recommendation that the law prohibiting them be changed under certain conditions. Indeed, section 3 of the bill introduced by the chairman of the committee, Mr. Alexander, to carry out the recommendations of the report, expressly provides for *exempting* such agreements from the Anti-Trust Laws, *when approved by the Interstate Commerce Commission.* (H. R. 17328, 63d Cong., 2d sess.)

Whether Congress will see fit to adopt this recommendation is at least problematical. Similar recommendations have been repeatedly made regarding railroad combinations, notably by President Roosevelt (messages, May 4, 1906; Dec. 3, 1907; and Mar. 25, 1908), and by the Interstate Commerce Commission (see *Freight Association Case,* 166 U. S. at 365–369). These recommendations have never been adopted and railroads still operate on a competitive basis. Congress may hold the view of Mr. Morawetz, long chairman of the board of the Atchison, Topeka & Santa Fe Railroad, who, writing in the Harvard Law Review, May, 1909, said (vol. 22, p. 495):

> The only effective means of regulating railway rates have been and still are *competition* by rail and by water, the necessities of trade

> and commerce, and the enlightened self interest of the railway companies themselves. [Italics ours.]

If competition is desirable as to railroads, whose rates and practices are subject to regulation by the Interstate Commerce Commission, for greater reason it is desirable as to steamship lines, which are subject to no regulation at all. In any event, unless exempted by statute, steamship lines, like all other enterprises, must continue subject to the Anti-Trust Law. As said in the *Freight Association Case*, 166 U. S. 290, 337:

> The time may come when the companies will be relieved from the operation of this law, but they can not, by combination and agreements among themselves, bring about this change.

VIII.

CONCERNING THE REMEDY.

The General Pool Agreement, known as Agreement AA, is the heart of the combination and the principal means by which the main object of the combination, namely, suppression of competition amongst its own members, is attained.

Therefore, that agreement should be adjudged in violation of the Anti-Trust Act and ordered to be canceled and the parties should be enjoined from further carrying out its provisions and from entering into or performing any similar agreement in respect of the transportation of steerage passengers, east-

bound or westbound, between the ports of the United States and European ports. The defendants should also be enjoined from fixing by agreement the rates for such transportation.

They should also be enjoined from concertedly refusing to employ as agents persons also employed as agents by other lines; and from combining, conspiring, or otherwise acting together for the purpose of preventing any other lines receiving from railroads "commercial allowances," so-called, in respect of steerage passengers.

The provision of the decree relating to fighting ships merely prohibits the defendants from combining to operate "*extra* vessels" as fighting ships, and does not prohibit them from operating *regular* vessels as fighting ships. (10 R. 5138.) It should be made to do so. Obviously there is no distinction in principle between the operation in this manner of extra vessels and of regular vessels.

CONCLUSION.

We have here a combination of all the more powerful trans-Atlantic steamship lines which not only completely suppresses competition amongst the members of the combination both in respect of rates and of service for a very important class of traffic, but also attempts by wrongful and oppressive methods to destroy any line which refuses to become a member.

We submit, therefore, that the decree of the District Court should be reversed, with directions that relief be awarded as hereinabove indicated.

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OCTOBER, 1915.

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No. 282.

THE UNITED STATES OF AMERICA,

Appellant,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*,

Respondents.

No. 283.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, *et al.*,

Appellants,

v.

THE UNITED STATES OF AMERICA,

Respondent.

Appeals From the District Court of the United States for the Southern District of New York.

Brief for the Defendants, The Cunard Steamship Company, Ltd., and Chester P. Sumner.

Chas. P. Young Co., Printers, 49 Beaver St., N. Y.

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IN THE

Supreme Court of the United States,

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA,
Appellant,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, *et al.,*
Respondents.

No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, *et al.,*
Appellants,

v.

THE UNITED STATES OF AMERICA,
Respondent.

Appeals From the District Court of the United States for the Southern District of New York.

BRIEF FOR THE DEFENDANTS, THE CUNARD STEAMSHIP COMPANY, LTD., AND CHARLES P. SUMNER.

This is a suit in equity brought by the United States under the Federal Anti-Trust Act, 26 Stat., 209, C., 647. Most of the North Atlantic passen-

ger lines and their agents in the United States are named as defendants. It is alleged in the petition that on February 5th, 1908, at London, England, the defendant-lines entered into an unlawful combination and executed a contract bearing date that day, generally known as "Agreement AA," a copy of which is annexed to the petition.

After this suit was started, the Standing Committee of the House of Representatives on Merchant Marine and Fisheries made a most thorough investigation of the whole subject of steamship agreements and affiliations in the American foreign trade (House Res., 525 and 587, 62nd Congress and House Res., 205, 63rd Congress). The testimony and record in this suit were furnished to the Committee by the Department of Justice and are referred to extensively in the Committee's Report, to which we shall later allude. An analysis of the provisions of agreement AA is set forth at pages 31-33 of the Report of the Congressional Committee and is copied verbatim in this brief for the convenience of the Court.

The defendants demurred to the petition. The question presented by the demurrers, briefly stated, was whether Congress had intended the Anti-Trust Act to apply to the international commerce referred to in the petition. The demurrers were overruled. (Opinion, 10 R., 5123-5126; 200 Fed., 806).

On final hearing, the Court considered the case upon the merits and found that with the exception of the running of "fighting ships" (a matter not provided for by the Agreement AA) the agreement was a reasonable one and that commerce was not unduly or unreasonably restrained, and accordingly issued an injunction against the continuance of "fighting ships" and dismissed

the petition with respect to all other prayers for relief. (Opinion, 10 R., 5127-5133; 216 Fed., 971; Final Decree, 10 R., 5136-5138.)

The United States appeals from the final decree. Its assignments of error will be found in Vol. 10 of the Record, pp. 5144-5163.

Most of the defendant steamship lines and their agents filed cross appeals from the final decree and assigned as error that the District Court erred in not dismissing the petition as to all the relief prayed for, upon the ground that the Anti-Trust Act was not intended by Congress to apply and does not apply to the international commerce covered by the issues in this case. (Transcript of Record on Cross Appeal, 14 R., pp. 4-5.)

POINT I.

The Agreement AA does not violate the provisions of the Anti-Trust Act.

The question here presented is, whether, under the Anti-Trust Act, as recently interpreted by this Court, the agreement of the defendant companies and their acts in carrying out that agreement are an unreasonable restraint of international commerce so as to come within the condemnation of the act. The discussion of this subject is primarily a discussion of facts, and it will, therefore, serve no useful purpose to make a preliminary statement of facts which shall be independent of the discussion which those facts invite.

The question whether an agreement or an act is, or is not, an unreasonable restraint of a certain branch of commerce depends chiefly on facts relating to that particular subject. This Court has

frequently pointed out that Congress cannot have intended by the Anti-Trust Act to condemn all combinations which might, in any sense, be regarded as a restraint of trade or commerce, for, if that had been the intention, a large proportion of all the necessary and proper agreements relating to interstate or foreign trade or commerce would be illegal. In applying the rule of reason to this proceeding, it is, therefore, necessary to consider:

A.—The physical and financial conditions controlling the carriage of steerage passengers on the North Atlantic, as those conditions affect the subject of combinations between carriers.

B.—The attitude and policy of the United States Government toward combinations affecting the carriage of passengers.

C.—The reasons and conditions which led up to the making of Agreement AA.

D.—The provisions of Agreement AA.

E.—The actual effect of Agreement AA on the carriage of steerage passengers.

A.

The physical and financial conditions controlling the carriage of steerage passengers on the North Atlantic, as those conditions affect the subject of combinations between carriers.

The complaint which the government makes in the petition in this proceeding is, in effect, that the public suffers by reason of the combination of the defendants. It is not claimed that the combi-

nation results in giving the public inferior service; indeed, the government admits "that the service has improved" (Govt.'s Brief, note, p. 117), but the government claims that it results in the charging of arbitrary and excessive rates and that it is the combination which makes these excessive rates possible.

There is no claim and no proof of any pooling of earnings, but it was claimed, and to an extent proved, that Agreement AA was intended to operate, and did operate, to give to the various defendant lines the share in the steerage traffic which they had previously had and to maintain their previous percentages of the traffic.

It will be shown hereafter that Agreement AA did not, and could not, make an arbitrary division of the business and was not intended to do so; that there has been constant competition among the defendant lines since 1908; that the percentages fixed by the agreement are subject to revision at short intervals and that the lines are constantly trying to increase their earnings with a view of getting better percentages on these readjustments. But Agreement AA had, and was intended to have, a tendency to protect each line in retaining the business it had previously shown itself able to get and keep.

This combination differs in essential features from most of the combinations which have been made by land carriers, but aside from this difference there is an essential difference between transportation conditions on the sea and transportation conditions on the land. And this essential difference makes the legal aspects of a combination of sea carriers entirely different from those of a combination of carriers on land, so far as regards the matter complained of in this proceeding; that is, a monopolizing for the purpose of

charging arbitrary and excessive rates. This distinction between land combinations and sea combinations grows out of the physical distinction between the two methods of carriage.

For example: If four lines of railroad extend between two terminals, as say New York and Chicago, and if these four lines form a combination, that combination will, as a practical matter, monopolize the traffic, because a fifth line could not afford to go to the expense of acquiring franchises, buying rights of way and terminals, constructing tracks, tunnels and bridges and buying rolling stock on the chance that, after a fight with the combination, it could acquire a remunerative part of the business. It would be physically possible to build a fifth road, but financially it would be practically impossible. In other words, the difficulties standing in the way of the construction of a new railroad between terminal points already connected are so great that where the existing roads combine it means the sort of a monopoly which cannot be broken, and, therefore, the sort of a monopoly which can raise its rates to an arbitrary figure.

On the sea conditions are entirely different. Steamers of a fair grade can be used for almost any traffic on any sea. A steamer changing from one trade to another, or from one route to another, goes to no expense except possibly for minor readjustments between decks. The owners are not required to obtain franchises or permits, and do not even need to acquire piers. Thus, a steamer which fourteen years ago may have been carrying troops and supplies to South Africa, may a few years later have been carrying immigrants on the North Atlantic, and then later carrying hides from the Argentine and may now be carrying horses to Europe, and so it may go on seeking a profit

wherever that profit may be found anywhere in the carrying trade of the world. At the present time the demands of our export trade, due to the European war, have attracted tonnage from all over the world and will continue to do so as long as freight rates remain high and the business remunerative. As Mr. Lister, of the Cunard Line, in comparing competitive conditions on land and sea, testified: "In the steamship trade on the ocean you only want one boat with a tight bottom to cross the Atlantic with, and the Atlantic is yours" (13 R., 1498). This is particularly true of the carriage of steerage passengers, for many steamers are available for that purpose which would not be available for first cabin passengers. *Thus, it happens that the carrying trade on the sea is on an intensely competitive basis.*

If, then, lines attempting to maintain regular sailings and schedules in a given trade—that is, attempting to maintain a service corresponding to that of a railroad on land, as distinguished from the roving work of the so-called "tramp steamers"—form a combination, they cannot raise rates to an arbitrary and excessive amount. They could not do it if they wished to. As soon as any combination of lines raises rates to anything more than a reasonably remunerative figure, the condition caused is analogous to that caused by a vacuum in the physical world; the tonnage of the whole world is attracted, and other lines and vessels come in. Lines which have established regular sailings and schedules over a particular route cannot afford to create fictitiously high rates, for that is just what will bring in new competitors. A combination of sea carriers may be used to maintain reasonable rates, to prevent disorganization of the business and to maintain regularity of sail-

ings and schedules, but it cannot be used to maintain fictitious prices.

Another difference between carriage conditions on land and those on the sea is that rate wars not only develop more easily on the sea, but are much more disastrous to both the carrier and the public than is the case with rate wars on land.

A railroad has a natural monopoly of the carriage from most of its stations, and generally has to meet competition only between terminal points. In the settled portions of any community there will be found along the line of any of the railroads a series of towns and cities practically dependent on the railroad for transportation and a railroad can often exist on this traffic which it monopolizes, even if it has to cut rates and lose money on business between terminals. In the United States the Interstate Commerce Act has somewhat affected this power of the railroads to live on way stations, but as a matter of natural condition it is obvious that a railroad could often live on this short haul traffic, in spite of rate wars between terminals.

On the sea the business is all substantially between terminals, and if a line cannot get that business it has no intermediate business on which to live.

On the sea, then, conditions are not only intensely competitive, but the effects of competition are much more disastrous, and so it will be found that wherever rate wars on the sea are discussed from an impartial attitude, they are referred to as calamitous not only to the carriers, but to the public. The carrier which is defeated and driven out of the trade suffers. The victorious carrier suffers hardly less, because the victory has involved such a cutting of rates as to involve a loss.

And then ultimately comes the time for the public to suffer, and this the public does in various ways. Intense competition calls for severe economy. This tends to get the service down to the cheapest possible basis; cheapest as to quality of steamers, cheapest in respect to diminished sailings, and cheapest in respect to all that goes to the upkeep of the service, and the payment of the officers and crew. And, then, when the rate war is over, human nature being what it is, the victorious line will try to charge a rate which will not only be remunerative, but which will help to recoup the losses of the war. And this will go on until the artificial rate draws in new competitors and then the process will be repeated. In this condition of recurrent rate wars and of constant uncertainties, there is little inducement to maintain regular schedules of sailings, to improve the service or to maintain the existing service at anything better than the lowest grade the public will stand.

In respect to freight carriage, these rate wars disorganize conditions for the shippers as well as for the carriers, and there is constant uncertainty as to whether rates and sailings will be maintained so as to be available for future deliveries, and even uncertainty whether service to some less important ports will be maintained at all.

A vessel on the high seas cannot take courts and police with her, and so the ship's company must furnish its own government. It is equally true in the relations between vessels on the high seas that thus far no attempt has been made by international agreement to regulate ocean carriage, and so they have had presented to them the alternatives of self-government or anarchy. They have chosen self-government, and it will be shown that Agree-

ment AA was entered into for the purpose of legitimate self-government and not for the purpose of oppression. If any oppressive acts have been performed by the lines which were parties to Agreement AA, they were not a necessary incident to the combination. In fact, the important question here is not whether Agreement AA or any other of the long sequence of agreements was legal by the laws of the United States, but the underlying question is, whether under our laws ocean carriers have the right to combine in order to avoid rate wars.

In passing on Agreement AA it is also desirable to bear in mind that considerations which apply to a combination with respect to carrying freight do not necessarily apply to combinations respecting the carriage of passengers. The public interest is generally best served by keeping rates at the lowest possible figure when freight is to be carried. But the lowest rate is not necessarily most to the public interest in the carriage of passengers, particularly on the sea, where there are involved the elements of safety and the comfort and protection of the passengers.

It will hereafter be shown that on the two occasions when the United States Government conducted official investigations of combinations among ocean carriers analogous to the combination in this case, it was in both cases decided that the public interest required the maintenance of the combination. One of these decisions rested on the distinction between a freight combination and a passenger combination, and one rested on the distinction between combinations on the sea and combinations on the land.

B.

Attitude and policy of Congress and of the United States Government toward combinations affecting carriage of passengers.

The issue of reasonableness now before this Court is closely connected with the public policy of the United States with respect to combinations of this character. It is therefore material and necessary to examine the action taken by the United States Government on this subject—particularly the action taken by Congress.

Interstate Commerce Act.

I.—The passage of the Interstate Commerce Act in 1887 marked the culmination of an agitation to prevent improper combinations and improper practices on the part of transportation companies. That act related to the carriage of both passengers and property and it dealt with the subject of pools, but the only provision of the act prohibiting pools is that contained in the fifth section and this relates only to the pooling of freights. This indicates that as a matter of national policy in the control of transportation companies there are not the same objections with respect to a combination affecting the carriage of passengers as exists where the pool has to do with the carrying of freight.

Anti-Trust Act.

II.—In the year 1890 the Fifty-first Congress took up generally the subject of anti-trust legislation, and the debates preliminary to the adoption of the Anti-Trust Act of that year covered the whole range of grievances at which the act was aimed, including freight pools. The legislative history of the act will be searched in vain for any

reference to grievances growing out of passenger combinations. This is merely negative testimony, and, if it stood alone it could not be given great weight, but where it accords with other expressions of the intentions of Congress and of other branches of the government of the United States it is significant.

INVESTIGATION BY INTERSTATE COMMERCE COMMISSION.

III.—In the year 1904, the Interstate Commerce Commission formally investigated and reported upon the immigrant pool between the railroads in respect to the inland carriage of immigrants by rail westbound from New York. *Re Transportation of Immigrants from New York* (10 Interstate Commerce Reports, 13).

The investigations of the commission, which are set forth in their report, showed that the railroads carrying immigrants westbound from New York had, for many years, been operating under a pooling agreement which, while not the same in form, was analogous in its essential principles to Agreement AA. The report of the commission indicates what the abuses were which led to the formation of that pool and shows that it was formed in part to protect the railroads against practices of agents and others which tended to break up the traffic and also in part to protect the immigrants. To avoid stating the conclusions of the Commission from any controversial standpoint, it is, perhaps, safest to quote the syllabus appearing in the official report of the case as showing just what was decided. It is as follows:

> "Upon investigation by the Commission of practices applied in the westbound transportation of immigrants from New York and other Atlantic ports, it appeared, among

other things, that this immigrant traffic is divided between the carriers in agreed proportions based upon the proportion of the domestic passenger traffic done by each line; that, apparently, such a practice cannot be made effective in respect to any other class of passenger business; that the immigrants are carried from the seaboard at domestic published rates; and that the arrangements adopted by the carriers in connection with the immigration authorities of the United States for handling immigrant business have efficiently promoted the protection and greatly improved the treatment and comfort of immigrants. Held, That whether section 5 of the Act to regulate commerce, prohibiting carriers from entering into any contract, agreement or combination 'for the pooling of freights by different and competing railroads or to divide between them the aggregate or net proceeds of the earnings of such railroads or any portion thereof,' applies to such a division of passengers as has been shown to exist in this case is, at least, doubtful; that no discrimination as against individuals, classes or localities results from the handling by the carriers of this immigrant business at domestic published rates, and that there is no justification at this time for the issuance of any order in the premises."

Counsel for the Government in the present case noted their objection on the record when certain of the witnesses referred to this decision of the commission, on the ground that that decision was merely to the effect that the Interstate Commerce Act did not extend to that immigrant pool. That is not the point. The point is that the same immigrants who have crossed the Atlantic by lines which were parties to the Agreement AA have for years, on arrival at Ellis Island, been for-

warded to their destination by railroads operating under an agreement analogous in its essential principles and in its essential purposes to Agreement AA; that this has been done with the knowledge, consent and co-operation of the United States immigration authorities; that this railway pool has been investigated officially by a commission of the Federal Government which was expressly charged by law with the duty of making such investigations (see §14 Interstate Commerce Act), and which was composed of men of high standing, and of great experience in respect to matters of this character, and that this commission then reported officially that it was in the interest of the immigrant, and of the public that this steerage pool should continue.

Investigation and Report by House Committee on Merchant Marine and Fisheries.

IV.—After the suit at bar was commenced, Congress made a most thorough investigation of the whole subject of steamship agreements and affiliations in the American foreign trade, under House Resolutions 525 and 587 of the House of Representatives of the Sixty-second Congress and 205 of the Sixty-third Congress.

By those resolutions, the standing committee of Congress on Merchant Marine and Fisheries was empowered and directed to make a complete and thorough investigation of the methods and practices of the various ship lines, both domestic and foreign, engaged in carrying our oversea or foreign commerce to learn "Whether any such ship lines have formed any agreements, understandings, working arrangements, conferences, pools or other combinations, among one another or with railroads * * * for the purpose of fixing rates and tariffs * * * or for the purpose of pool-

ing or dividing their earnings, losses or traffic, or for the purpose of preventing or destroying competition."

The testimony taken by that committee, and its report, comprising four printed volumes have now been published by the government. Without here attempting to describe one of the most thorough investigations which Congress has made for many years, it is sufficient to say that the committee conducted a nation wide, and in many respects a world wide, investigation; that it obtained documents and agreements from practically all the steamship companies; that it had before it, and frequently referred to, the Record in the case at bar; that it examined shippers and officers of land and ocean transportation companies from all parts of the country interested in traffic of every sort and representing all possible conflicts of interest which could arise in reference to the foreign and international commerce of the United States.

This Committee of twenty-one members were unanimous in their report, and the report states (Vol. 4, page 418) that those who had testified or communicated with the Committee were nearly unanimous in approval of the recommendations of the Committee.

As indicating the attention given by the Committee to the agreements relating to the passenger traffic between America and Europe, it is important to note that that is the first subject taken up in the committee's report, and the first fifty-one pages of the report are devoted to a statement and review of the facts. It appears from this report and from the testimony that the committee went over exactly the same ground as that covered by the testimony and exhibits here, and indeed had before it the testimony and exhibits in this suit, furnished by the Department of Justice. The

committee states its conclusions that "the steamship business differs essentially from that of the railroads" (p. 420). As one of the reasons for this difference the committee reports (p. 310):

> "Railroads enjoy property rights acquired often at the expense of the state, operate by virtue of special privileges, and should, therefore, be held to the performance of the functions for which they were created. Steamship lines, on the other hand, are not tied like the railroads to a definite route of travel, *i. e.*, vessels are not fixtures in any trade and are not limited in their operation to any fixed line. They have received no public aid or franchise, are essentially enterprises of a private nature, and are not bound to maintain a definitely prescribed service. The vessels may come and go by whatever route or in whatever direction they please and the only incentive to engage in any particular trade is to develop that trade to a point where the profit will justify the operation of a regular and continuous service."

The committee reports (p. 415) that the facts which it has learned show that it is the almost universal practice of steamship lines engaging in the American foreign trade (and indeed in trade the world over), to operate under the terms of written agreements and conference arrangements which have, for their particular purpose, the regulation of competition through either (1) the fixing or regulation of rates; (2) apportionment of traffic; (3) pooling of earnings, or (4) meeting of competition.

As to the reason of these agreements the committee reports (p. 416):

> "The entire history of steamship agreements shows that *in ocean commerce there is no happy medium between war and peace*

when several lines engage in the same trade. Most of the numerous agreements and conference arrangements discussed in the foregoing report were the outcome of rate wars, and represent a truce between the contending lines. *To terminate existing agreements would necessarily bring about one of two results: the lines would either engage in rate wars which would mean the elimination of the weak and the survival of the strong, or, to avoid a costly struggle, they would consolidate through common ownership. Neither result can be prevented by legislation, and either would mean a monopoly fully as effective, and it is believed more so, than can exist by virtue of an agreement.*" (Italics ours.)

This proceeding is brought to have Agreement AA cancelled on the ground that it constitutes an unreasonable restraint of trade; that is, that it tends to monopoly. But here is a report of an investigation by Congress of this very subject and, *inter alia*, of this very agreement, which results in finding that the prohibition of this and similar agreements would mean a monopoly more effective than any which could exist under the agreement.

On the same subject the committee reports (p. 416): "It is the view of the committee that open competition cannot be assured for any length of time by ordering existing agreements terminated." And the committee goes on to recommend that the steamship companies be allowed to enter into agreements such as Agreement AA, but that a commission be created (either an independent commission or an enlarged Interstate Commerce Commission), and that all the carriers be required to file with that Commission for approval all written agreements with other com-

panies, and that the commission be empowered to order cancelled such agreements or any parts of them which it may find discriminating or unfair or detrimental to the interests of the United States, and that the commission may be empowered to investigate complaints as to unreasonableness of rates.

The Congressional Committee had before it the blue books containing the report of the Royal Commission on shipping rings, which was presented to the British Parliament in 1909 (see page 4, Report). It received special reports from our consular and diplomatic officers everywhere. The Congressional Committee, therefore, studied the methods by which ocean commerce is carried on the world over and found that combinations between ocean carriers were practically universal. If Agreement AA were peculiar to this particular traffic, or to this particular time, a different situation might be presented. But it is not. It corresponds to the world wide method adopted for ocean carriage. It is idle to contend that such a world wide practice could have grown up out of anything less than the actual necessities of carriage on the sea or that it could have grown up merely in the interests of the carriers.

On this subject, the Congressional Committee reports (p. 415) "Either the agreements and understandings, now so universally used, may be prohibited with a view to attempting the restoration of unrestricted competition, or the same may be recognized along lines which would eliminate existing disadvantages and abuses." The Committee recommends the latter course.

V.—Policy of the United States as to Immigration.

It is impossible to deal with the questions involved in this proceeding in the same way as

though the proceeding related to the transportation of merchandise. We are here considering the carriage of human beings. Where merchandise is being carried, safety is mainly a question of insurance rates and the quality of the service mainly affects prices and profits. Here safety means safety to life, and everything which affects the quality of the service involves the health and comfort of many human beings.

In the carriage of freight, the thing sought is to accomplish all possible cheapening of the rate, and anything which may stand in the way of that cheapening is apt to be regarded as contrary to the public policy. In the carriage of passengers, the cheapness of the fare is not the most important consideration, and a combination which would be against public policy, if freight were involved, may be in accordance with public policy if it tends to promote safety and health and the self-respect and good condition of those who travel. And it is worthy of consideration that, generally speaking, the lower the rate the more undesirable as a class do the immigrants become.

In this connection, it is important to note that Agreement AA applies to what is probably the greatest immigrant route known in historic times. The report of the Congressional Committee above referred to (p. 21) comments on the fact that of 2,165,600 passengers who were carried in the year 1912 on the North Atlantic trunk route, 1,539,200 were third class. The last two reports of the Commissioner General of Immigration show that from 84% to 86% of all the immigrants to the United States came in at North Atlantic ports.

It is not practicable here to trace, except in the briefest manner, the development of the immigration policy of the United States: At first the States felt compelled to supervise and restrict

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immigration; then, in 1882, the Federal Government entered upon the work and by a series of statutes, particularly those of 1891, 1903 and 1907, our national system has been developed and our national policy declared.

The present immigration law makes not less than twenty-five different classes of immigrants inadmissible. This list of the inadmissible classes has grown as our immigration policy has developed, and the tendency of this development has been toward preventing and discouraging the immigration of those aliens who have been, or are likely to be, unsuccessful in earning their living. Thus, the last immigration act added to the list of those previously excluded all aliens who were imbeciles or feeble minded; all those who, though not suffering from a disease, in itself necessitating exclusion, are certified by the examining surgeon as being mentally or physically defective where such defect may affect the ability to earn a living. The law prohibits carriers from encouraging immigration and debars assisted immigrants (Immigration Act of 1907, Sections 2 and 7).

As previously noted, the conclusion of the Congressional Committee was that either one of two alternatives must be accepted in this sea transportation; that is, there must be combination between the lines or there must be rate war. The committee reported that "the entire history of steamship agreements shows that in ocean commerce there is no happy medium between war and peace when several lines engage in the same trade" (Report, p. 416). The Government is here seeking to prohibit combination in respect to the carrying of this great body of immigrants. What, then, will be the effect of rate war on our national immigration policy?

Mr. Lister, who is at the head of the passenger business of the Cunard line and who came to New York to be a witness in this case, testified that in the rate war of 1904 the third class rate from Europe to America dropped to $7 (13 R., 1529). Being asked whether he could state from his experience what effect a rate war has on the character of immigrants from Europe, Mr. Lister testified (13 R., 1514-1515):

> "Yes. You get during the rate war the dirty people that the steamship companies—I don't say how much or all—but it is what we are liable to get—the very people who in times of regular stable business we are keeping out. A rate war brings up again all these undesirable agents. That is the first thing it does. Then they encourage every one whatever who has got a few shillings to go to America. The natural result is that the steamship companies might be inclined to accept as many passengers as they can to make both ends meet, and the likelihood of the United States being afflicted with a very, very large number, an enormous number, of undesirable passengers."

Again, he testified on the same subject (13 R., 1530):

> "The man that comes over at $7 in a rate war time is a creation of agents whom the steamship companies at other times hear nothing of and the bulk of people that take advantage of the $7 rate are drawn from very, very narrow limits. The bulk of them are East End London passengers."

He went on to testify (13 R., 1557-1558) that at the time of the rate war of 1904 he was the head of the third class department of the Cunard line,

and that he used to board every ship; that during the war the third class passengers differed to a very marked degree from the average Cunard passengers:

> "At the rate war of 1904, what happened was this: directly the rates were reduced, certain agents who were in touch, close touch, with the lowest class of passengers drawn from the East End, if I might say, the slums of London, and from such places as the lowest quarters of Leeds and lowest quarter of Manchester, and the big towns, they used to secure in advance large numbers of berths in each ship, and they used to send in as many as a hundred at a time of advice slips of the bookings of these passengers. When the passengers came along we found out that they were practically the very poorest class of men, still, having been booked we were bound to accept them.
>
> "Q. Did you personally see the passengers who embarked at that time? A. Personally. I have a very vivid recollection of what was happening at that time, I think. A class entirely different."

There was no contradiction of Mr. Lister's testimony in this regard, and it must be obvious that a rate war would tend to induce just such an immigration as he describes.

There are few subjects of Federal jurisdiction which now receive more attention than this subject of immigration, and it cannot be necessary to argue the proposition that our national policy in this regard does not favor transportation conditions which would invite such immigrants as come during the rate wars.

Another feature of our immigration policy bearing on this matter is that which relates to the

part played by steamship officers and agents in sifting, inspecting and supervising immigrants.

The Immigration Act of 1903 practically threw on the steamship companies the obligation to determine whether or not immigrants are suffering from excludable disease, and punished the steamship company with a fine of $100 in every case where it accepted as a passenger an alien afflicted with one of these diseases where a competent medical examination at the time of foreign embarkation might have detected the existence of the disease (Sec. 9). Persons brought in violation of law are required to be cared for and returned whence they came at the expense of the steamship company (Sections 19, 20 and 21). The officers of the ship are required to make a physical and oral examination of the aliens aboard on their arrival here and to certify the result of the examination on oath to the Government. The immigration act bristles with civil and criminal penalties which may be inflicted on officers and agents of the steamships who shall fail to assist the Government in carrying out the immigration laws. For example, a captain or agent may be fined $1,000 or imprisoned for a year under Section 18, if he is negligent about landing an alien at any place except that designated by the immigration officers. The whole policy of the immigration act is to require ship's officers and agents to be skillful and responsible in respect to the administration of the immigration law and to make them the first, and, perhaps, the principal, agents of the Government in carrying out a strict immigration policy. This requires a trained, experienced and disciplined force and a stable business. The owner of a steamer, trading here this year and next year at the antipodes, could not effectively carry out our immigration laws. The efforts of the steam-

ship companies in this regard will be discussed later, but it must be clear that the necessary discipline and precautions cannot be maintained under rate war conditions.

As a matter of first impression, the words "combination" and "pool" are often associated with the idea of monopoly; and this impression may well have grown up from the fact that for the last twenty-eight years freight pools have been illegal under Section 5 of the Interstate Commerce Act. But, disregarding now the bad company in which these words have sometimes been found, and studying the facts relating to this combination, it is a matter of great importance—it is submitted of controlling importance—that when a passenger combination like this was officially investigated ten years ago by the Interstate Commerce Commission, it was found to be in the interest of the public that it should continue, and that when this very combination under Agreement AA was investigated by Congress, it was found in the public interest that combinations like this should not be prohibited but should be allowed to continue subject to certain supervisory powers by a commission.

The conclusions reached by the Interstate Commerce Commission in 1904 and by the Committee of Congress in 1914 do not represent the work of advocates for the steamship companies. In both cases, the investigation was made by appropriate representatives of the Federal Government and was made in the public interest. It cannot well be urged that our national policy is opposed to this combination when two official bodies of the Federal Government, both of which were qualified and empowered to pass on the subject, have concluded to the contrary.

There is no suggestion in this case of any

attempt on the part of the defendant lines to circumvent any policy of the United States, so this proceeding is not complicated by any considerations of that character.

It is not claimed by these defendants that ocean carriers who are subject to the Anti-Trust Act may legally combine for the purpose of destroying a competitor, but it is claimed that under the laws of the United States they may legally combine for the purpose of avoiding rate wars and to avoid the evil consequences to themselves, to their passengers and to the public which would result from unrestricted, unregulated and destructive competition, to which, as already pointed out, trade on the ocean is peculiarly subject and from which its only protection in the absence of international agreement must be found in reasonable self-government. It is claimed for these defendants that Agreement AA is such a measure to prevent rate wars; that it was not intended to destroy competitors; that it has not worked the destruction of competitors, and that it has not caused arbitrary and excessive rates, but that, on the other hand, it has furnished to the public regular sailings and facilities for ocean travel better and safer than any which have ever previously existed and that this service is rendered not only at a reasonable rate but at a rate which is not more than barely remunerative to the carrier.

C.

The reasons and conditions which led up to the making of Agreement AA.

It appears from the testimony that a series of agreements and understandings have been entered

into from time to time between the North Atlantic passenger lines. In 1892, the written agreement known as the "NDLV" was made by the Continental Lines, and since that date a series of agreements have been made from time to time, intervals of rate war intervening between the periods when these agreements were in existence. It thus appears that agreement AA was not a peculiar or isolated agreement.

The testimony in this case and the evidence before the Congressional Committee, as well as the report of that committee, show that combinations between competing steamship lines are almost universal, not only in ocean commerce between the United States and other nations but also in the ocean commerce between other countries the world over; that they have grown out of the intense competition on the seas and that these combinations have been found necessary to avoid the destruction of weaker lines and to avoid the injury and demoralization of service and business which have been caused by rate wars. The conclusions of the Congressional Committee to this effect have already been quoted and attention has also been called to the effect of rate wars in stirring up the worst class of agents here and abroad and in attracting the least desirable class of passengers. Mr. Hannah, of Montreal, who had been in the steamship business forty-five years, first with the Inman Line in New York, and then with the Allan Line in Montreal, testified that he believed it absolutely necessary that there should be understandings among steamship lines by way of regulating competition (13 Rec., 1436). On being asked why from his experience he considered this necessary he went on to testify as to the lines that had perished in the trans-Atlantic

trade: "So there are five lines that perished in the trans-Atlantic trade; five out of eight British lines that did not survive" (13 Rec., 1436) and that this was due to no cause except unrestricted competition. Mr. Cauty, of Liverpool, who since 1886 has been successively connected with the Inman, American and White Star Lines, testified on this subject in Liverpool as follows (12 Rec., 1091):

> "From 1880 to 1888 various agreements were in existence, but from 1889 to 1895 was a very strenuous time in the North Atlantic trade. All agreements went by the board, and this period was one of keen competition between all the Atlantic lines. Each line did what they thought best, and rates were down to an absolutely unremunerative level."

He went on to testify that at the time of these rate wars the rates went down to £2 and he thought down to 30 shillings. He added:

> "I think the result of this competition is very instructive, because if we look at the list of companies who were engaged in the Atlantic trade in 1880 and those who were left in after this rate war, we find there were a good many names missing. The Inman Line went into liquidation. The Beaver Line got into very serious difficulties, and was subsequently bought up. The Guion Line and the National Line went out of the business. The Warren Line, started carrying passengers, but also went out of business, and the State Line was subsequently amalgamated with the Allan. All these troubles arose, I may say, during those six years or thereabouts, and I think the lesson we have to learn from them is that if these conditions had been continued, they had only to be continued long enough for the At-

lantic travel and the whole Atlantic trade to be left in the hands of one or two of the strongest companies." (12 R., 1091-1092.)

Similar statements can be found in the testimony of almost all of the witnesses who were examined on this general subject. For example, Mr. Oscar L. Richard, who was called by the Government, testified (12 R., 813) that he did not think steamship lines could exist without some arrangement between themselves.

Mr. Lister of the Cunard Line testified (13 R., 1517-1518) that under present conditions it is absolutely impossible to maintain a passenger line from Europe to the United States which shall comply with the requirements of statute in England and the United States and with the demands of the public, unless the passenger rates are practically stable, and that it is impossible to maintain stable rates without agreements between the lines.

Mr. Franklin, vice-president of the International Mercantile Marine Company, testified to the same effect (13 R., 1810-1811). He also testified (13 R., 1807-1808) as to the conditions affecting American ships in this North Atlantic traffic, and said that an American ship would be at a much greater disadvantage without such agreements than a foreign ship would be.

D.

Provisions of Agreement AA.

The report of the Congressional Committee contains (at pages 31 to 33) a condensed analysis of the provisions of agreement AA. This analysis is given verbatim below, as it is thought that this will particularly aid the court, and that such

a statement will not be colored by any desire to make the terms of the agreement seem more favorable to the position of the lines than they are in fact.

"1. Agreement AA.—This agreement was entered into for a term extending from February 5, 1908, to February 28, 1911 (then to continue from year to year unless discontinued) by the Allan Line, the Anchor Line, the Cunard Steamship Co., the Hamburg-American Line, the North German Lloyd, the Holland-American Line, the Red Star Line, the International Mercantile Marine Co.'s Lines (except the Red Star Line), and the Canadian Pacific Railway Co. (Atlantic Steamship Lines). It will be observed that the above list includes all of the N. D. L. V. Lines.

According to the terms of the contract the following is provided:

(1) The companies guarantee to each other certain designated percentage allotments of the total steerage traffic forwarded by the parties from all European ports to and via the United States and Canada and vice versa, in vessels owned, leased, chartered, or controlled by them without regard to the flag. Italian and Oriental passengers, however, forwarded by direct steamers through the Straits of Gibraltar, are excepted. (This class of passenger traffic is governed by other agreements.) The percentage allotment of each line's business is specified both in the westbound and the eastbound traffic as follows:

For the westbound traffic:

Allan Line (United States services)	0.62	Red Star Line	9.71
Cunard Line	13.75	White Star Line	8.60
Hamburg-American	19.61	American Line	6.68
Holland-American	6.63	Dominion Line	6.47
Anchor Line	3.40		
North German Lloyd	26.53		100.00

For the eastbound traffic:

Allan Line (Canadian services including Portland in winter)	4.95	Red Star Line	8.56
Anchor Line	3.93	White Star Line	15.49
Cunard Line (Liverpool services)	12.77	American Line	8.72
Cunard Fiume-Trieste Line	2.35	Southampton 6.74	
Hamburg-American	12.35	Liverpool 1.98	
Holland-American	6.10	Dominion Line	1.50
North German Lloyd	18.79	Canadian Pacific Ry. Co. (Atlantic Steamship Lines)	4.49
			100.00

(2) Lines whose steerage transportaion in a year exceeds in point of numbers the proportions fixed must pay a compensation price of £4 for each passenger carried in excess of the established proportion to the lines which have not reached their participation quota; and such payment is to be made in proportion to the number of steeragers which each line is short. This compensation feature is declared in the agreement to be 'one of the main features of the entire contract.' Compensation prices can be advanced or lowered only by a majority of the lines, representing at least 75 per cent. of the shares fixed in the allotted percentages.

(3) Each line undertakes to arrange its service in such a manner that the number of steeragers which it actually carriers corresponds as nearly as possible to the number allotted to it by the contract.

(4) No line has the right to alter its steerage and second-class cabin rates without having previously informed the Secretary of the Conference. Unless there is a second-class rate agreement, the lowest second-class cabin rate of any line westbound must be at least £2, and eastbound at least $10 higher than the highest normal third-class rates of the respective steamers.

(5) The lines agree to pay certain prescribed commissions to the agents.

(6) All advertising and printed matter sent to the agents must be submitted to the Secretary of the Conference. The conduct of the agents is also carefully regulated.

(7) Compensation accounts are prepared monthly by the Secretary, and final settlement is made at the end of each calendar year on the basis of the compensation account prepared by the Secretary, and objections to the correctness of the accounts form no release from obligations.

(8) Differences arising between the lines are settled by arbitration, and the opinion of the arbitrators has the force of a legal judgment.

(9) The resolutions of the Continental Conference and the North Atlantic Conference in New York are not binding upon the lines if the same are directly opposed to or in contradiction to the provisions of the contract.

(10) The Hamburg-American Line and the North German Lloyd will use their efforts to arrange that the passengers of the non-German lines may pass the Silesian, Saxon and German frontiers.

(11) Agents of the lines which are parties to the agreement shall not interest themselves in the booking of passengers for new outside competing lines.

(12) For each infraction of the terms of this agreement a penalty of £250 is imposed, and in case of willful infraction £2,500."

E.

The actual effect of Agreement AA on the carriage of steerage passengers.

1.—Agreement AA Has Not Prevented Competition.

The Government in its brief (page 84-90) contends that the Agreement AA results in the suppression of competition with respect to the service rendered by the defendants. The evidence in the case quite conclusively refutes this contention and shows that competition in service among the parties to the agreement has been as keen, if not keener, since the agreement was made than it was before. It has worked out in actual practice that a line getting more business than its percental allotment demands, and upon the next readjustment and renewal of the agreement, receives a greater percentage based upon the business which it has shown itself able to obtain, and that there is thus a continuous incentive to each line to offer better service and thus obtain more passengers. As a matter of fact, the percentage of the Cunard Line was increased for this very reason, as will appear from the extracts from the testimony hereafter quoted. Indeed, it is a matter of almost common knowledge that at no time in the history of the carrying trade on the ocean has there been greater competition than there has been during the period covered by Agreement AA and this competition has been evidenced not only in the quality and number of new ships, but also in the fittings, food, appointments, service and everything which goes to attract passengers.

Mr. Strauss, a witness called by the Government, testified (12 R., 776):

"We are competing just as much to-day as we ever did in our lives for every passenger we can get."

Mr. Cauty, of the White Star Line, testified (12 R., 1088-1089):

"In the working of a pool a line has to carry approximately its full percentage, and if any line was to draw behind in the race with regard to making its ships attractive, drawing the passengers, it would undoubtedly suffer. In the first place it would suffer in its revenue, falling behind in its percentage. It would ultimately have to reduce its rates. The pool in no case is made for a great period of years—this five years' agreement we have now is the longest period it has been made for, and any line that systematically shows its inability to carry its percentage would have a very difficult case to meet when the renewal of this pool came up for consideration, and I think this is evidenced by the condition on the North Atlantic to-day, that all the lines fully realize this. You have only to look at the ships we have on the Atlantic and the accommodation we provide, the improved vitualling we give the passengers, to realize how much the conditions of the passenger have been ameliorated during the recent years in crossing the Atlantic. That I think must be clearly laid down to the wish of each line to keep well up to its competitor."

Mr. Lister, of the Cunard Line, testified (13 R., 1499) that the provisions of Agreement AA "have not prevented competition in the least. The lines are just as eager now to get passengers as they were before," that *the percentages provided in Agreement AA have been subject to change as affected by the experience of the lines as they*

proceeded under it; that the Cunard Company has demanded and received more than when the agreement started, because the line showed it was able to get it.

He said (13 R., 1500-1502): "*We have demanded more than when we started, because we showed that we were able to get it. We simply went out to get the business just as we did before Agreement 'AA' was formed,*" *and as a result the Cunard percentage was increased;* that this change was made in the Cunard percentage because the line had shown that the percentage it made at the outset was not sufficient. "We proved that we were able to command a larger, and carry a larger, number of passengers, and obtained a larger number of passengers than the percentage provided." This was done not by argument, but by activity in the trade, by getting the business. The Cunard Company got more passengers by reason of its activity, "We never slackened off the least bit; the work went on just as it had gone before * * * as though there had been no 'AA' Agreement at all." There has been active rivalry in the construction of new steamers since 1908 and there is this rivalry now. "Everybody is adding to its fleet just the same way it did before." The Cunard Company "have actually ordered built, already built or ordered, five large new steamers for the Atlantic trade" and everyone of the steamship companies, except the American Line, has added new boats to its fleet since 1908, or is adding them.

Mr. Philip A. S. Franklin testified on the same subject when asked what the effect of Agreement AA is as regards competition (13 R., 1802-1803): "Competition is just as keen as it was before" * * *. "Each line is just as anxious to secure as many passengers as they possibly

can," and that competition is just as much with the lines in the Conference as with anybody else.

2.—Effect of Agreement AA on Lines Not Originally Parties to the Agreement.

The allegations of the petition in respect to the effect of Agreement AA on outside lines were not proved.

With respect to the Russian Volunteer Fleet, the Government offered very little which could be called evidence, and such as it was it did not show that that company had been driven out of business by any action taken by the lines which were parties to AA. Such information as there was on the subject indicated that the company had abandoned the business from causes entirely foreign to Agreement AA or any action by the defendant lines. A letter from Admiral Radloff, president of the Russian Volunteer Fleet, was marked in evidence. After referring to a report that that line had "been driven out of business" by the action of the pool, he said: "We beg to say that the above statement, as far as it concerns the Volunteer Fleet, is not correct, as the Committee of the Russian Volunteer Fleet had decided to suspend their Libau-New York line for reasons of their own that had nothing in common with the attitude taken by the Pool" (Deft.'s Ex. 3, read into testimony at p. 820, 12 R.).

So far as concerns the Russian American Line, there was no proof that it had been forced to become a member of the combination. It did so voluntarily.

As regards the Uranium Line: A great deal of testimony was offered by the Government on the subject of "fighting ships," which were run in opposition to certain of the ships of that line. Without here discussing the subject of "fighting

ships," (these defendants do not contend in this proceeding for any right to run or participate in the running of "fighting ships") a study of the returns from the business of the Uranium Company will show that, considering its small and in many respects inferior fleet and its financial vicissitudes, its carryings compare well with those of the lines which had to go to the expense of maintaining expensive fleets and permanent service. Moreover that line appears to be run by the Canadian Northern Railway Co. of Canada as a feeder to its colonization projects in Canada (12 R., 1091-1092).

3.—Agreement AA Has Not Resulted in the Charging of Arbitrary or Excessive Rates.

In the petition the Government alleged that the rates charged by defendants were excessive (1 R., 32). The evidence to the contrary was so overwhelming and conclusive that the Government now, in its brief, practically abandons that contention or, at best, gives it but half-hearted support (Government's Brief, pp. 115-117). However, the extremely low rates charged, rates lower, as we shall show, than are charged by the Government itself in carrying the same class of passengers, are so clearly the effect of the stability resulting from Agreement AA that we shall briefly refer to the evidence on that branch of the case.

Mr. Richard, who was called by the Government and who testified that he had been in the steamship business for forty years, was asked whether, in his opinion, the steerage rates are or are not reasonable, and he testified that they are very reasonable (12 R., 813). He said that when he first went into the business forty years ago the steerage rate was $30 to Hamburg, and $40 from

Hamburg, in gold; "it made a higher rate in currency."

Mr. Hannah (formerly of the Inman and later of the Allan Line) testified (13 R., 1439-1446) that in 1868 the rates were as high as $40; that in 1869 the Cunard rate was $40 for British business and the Inman Line rate was $37; the Continental rate $45 and the Scandinavian rate was $50, although, as Mr. Hannah testified, "The cost of a steamer to-day is four times as great as the cost of the ships that were running then," and operating expenses of every kind have increased greatly.

After having been amply qualified as an unprejudiced expert, Mr. Hannah was asked whether or not the current steerage rates are reasonable rates, and he answered: "I think they are very reasonable considering what is done for the passengers. The distance the passenger is carried is 3,000 miles; the highest charge is $31.25. This is a small fraction over a cent a mile, and the companies feed the passengers during that time and provide him with medicine if he is sick, provide him with a doctor and charge him one cent a mile. I don't know of any traveling in the world that is as cheap as that by land or sea," and that this cost is "relatively very much lower than it once was in view of the accommodations provided."

As showing the increasing expense to the carrier, Mr. Hannah went on to testify (13 R., 1446-1449) that by reason of the recent laws of the United States and of Canada, "The ships cannot carry anything like the same number of passengers as they could twenty years ago. We could not carry any more, for instance, say 950 in one of our ships that are 11,000 tons, when, as I have already said, in steamers of 3,500 or 4,000 tons we have carried 1,400

passengers, so that that is the difference between ships twenty-five or thirty years ago and the ships of to-day." He said that any reasonable person examining the accommodations provided for passengers could not form any other conclusion than that the steerage rates are entirely reasonable; that the wages of crews have risen 20% in the last twenty-five years and the cost of provisions 40%; that the cost of coal is nearly double what it was twenty-five years ago, and shore expenses, *e. g.*, office, pier rentals and stevedoring had also greatly increased.

As showing the viewpoint and qualifications of Mr. Hannah, it is worth noting that when he testified he was about to retire from the steamship business after having devoted his whole active life to that business.

The testimony of Mr. Drake, Vice-President of the Panama R. R. Company, was very significant as showing the cheapness of the North Atlantic steerage rates which have prevailed since Agreement AA was made (13 R., 1662, 1665-1666). *He testified that his company was owned by the United States Government; that it operates a line of steamers from New York to Colon in connection with its railroad; that the steerage rate from New York to the Isthmus was $30, and that the distance was 1,985 miles, and that this rate was at times remunerative and at other times not.* Considering the distance traversed by the North Atlantic passenger ships, the steerage rate on the North Atlantic ought to be more than $50 if the Panama rate is taken as a fair standard, to say nothing of the difference between the cost of the Panama ships and the cost of the modern passenger ships on the North Atlantic.

In other words, the Government, which is the petitioner herein, has on its own line established

a steerage rate which it finds not always remunerative, yet if this Government rate were applied to the steerage business of the defendants, the prevailing rate would be increased from about $32 to over $50. And yet the Government is here contending that the effect of Agreement AA has been to subject the public to arbitrary and excessive rates.

Mr. Lister testified (13 R., 1506-1510) that comparing steerage rates before and after the making of Agreement "AA" there has been not more than a very little variation; that some ships crossing the Atlantic, as the "Lusitania" and "Mauretania," were able to command a higher rate, but, on the whole, there had been very little variation; that about 1897 the Cunard Company was paying 11 or 12 shillings a ton for coal, where it is costing now at least 18 shillings; and in 1912 cost 21 shillings; and that at the same time the steamers of to-day consumed a great deal more coal than older and slower boats did; that nearly every item in the cost of provisions has gone up; that a ship which could have been built possibly two years ago for £200,000 would probably cost to-day £250,000.

Mr. Franklin testified (13 R., 1803, 1828) that steerage rates had been practically the same since 1902 (except during periods of rate wars), while the cost of operation had increased tremendously; that the rates will vary on the ships, even of a particular line, so that the line may have a minimum third class rate, but it will charge a little more for a faster and better steamer.

Being asked as to existing rates, Mr. Franklin testified, "I consider them extremely reasonable, and I think the recent increased cost justifies a further increase in the rate" (13 R., 1829).

Mr. Lister testified (13 R., 1512-1514) that there had been a great deal of expense thrown upon the Cunard Company and other companies under the United States Immigration Act, and in that connection he described the precautions which the company adopted to control its agents and to avoid taking on board immigrants who would not be admissible. He testified (13 R., 1518-1520) that the third class rates were reasonable, and, going on to explain the increase in expenses, he testified that all the steamers now in use were larger consumers of coal than a few years ago, that the Cunard Company has steamers now with a speed equal to twice the average speed of its steamers twenty years ago, and that stevedoring charges and pier rates are increasing everywhere.

Mr. Franklin testified (13 R., 1803-1804) that in the carriage of passengers, "The cost of operation has increased in the last three years tremendously" * * *. "In the first place, the cost of construction is greatly increased. The wages have all been increased, both ashore and afloat. The cost of all food stuffs, supplies, coal, oils, everything that a steamer consumes in the conduct of transportation have all increased."

This subject of reasonableness of rates received much attention during the hearings, but there was no evidence offered to contradict the statements made by the witnesses who have been quoted above. To present the subject to the court in another aspect, the Cunard Company was at considerable pains to show the facts in its own financial history which demonstrate that the steerage rates which have been charged since 1908 have not been arbitrary or excessive.

For that purpose Mr. Lister, the officer of the

company most familiar with all the bearings of its passenger business, came to the United States from England for the express purpose of testifying in this proceeding (13 R., 1493). He brought and referred to the necessary statements bearing on this subject. He testified (13 R., 1515) that between 80% and 90% of all the tonnage of the Cunard Company comes to ports of the United States and it was testified by many of the witnesses that the Cunard ships, especially the larger ones, carried very little cargo. It follows from these facts that the profits of the Cunard Company would be especially affected by the return from this passenger business on the North Atlantic, and a comparison of the relative earnings of the company will be especially illuminating on the question of whether or not since the making of Agreement AA an excessive rate has been charged for this largest part of the company's business.

The facts on this subject are (13 R., 1515, 1552-1557):

For the last thirty years the average dividends paid by the Cunard Company were 2 81/100%; that for the past ten years they were 3 30/100%, and that since February, 1908, they were 2 75/100%. For the purpose of showing that these profits were not computed on any fictitious capitalization, it was proved that there was no water in the company's stock, and it was also proved that there was no fictitious writing off of earnings into capital account, and that the amount written off for depreciation only sufficed to cover what had actually been found by experience to be sufficient to cover loss from depreciation.

It was probably not necessary to prove that the Cunard Company having been engaged in carry-

ing passengers on the North Atlantic route for seventy years might be presumed to be able to conduct its business without unnecessary waste. It being then recognized that the income from this steerage business on the North Atlantic is its largest source of income, that its dividends are computed on an actual capital (its capital stock is estimated to be worth, if its assets were distributed, 150 on a par of 100) and without any unnecessary writing off, it is most significant that, since the making of Agreement AA, the average dividends have been lower than the average for either the past ten yars or for the past thirty years, that is, 2 75/100% on par value and 1 83/100% on market value.

This subject of rates cannot be fully considered without taking into account what steerage passengers now get for their money, as compared with what they got say twenty-five years ago. The improvement in the service commenced a number of years before 1908, but the era of improved steerage service has been the era of combinations between ocean carriers; that is, it has been in the period elapsed since say 1892; and, while all this improvement cannot be credited to Agreement AA, most of it can be credited to that willingness to co-operate which has made the business of carrying passengers a stable one, and not a wild competitive venture.

4.—Improvement of Passenger Service, Particularly of Third Class Service.

As showing the changes in third class service which have taken place in the last twenty years, Mr. Kellerman, manager of the third class department of the Cunard Line, testified (13 R., 1569-1572) first as to the conditions twenty years ago. He said, "Steerage passengers

were accommodated in big, open compartments, fitted with bunks, three or four tiers high, five or six berths wide, so that in many places people occupying the inner berth had to crawl over the outer berth to get into their bunks. And the bedding and eating utensils had to be provided by the passenger himself, at his own expense." That the number of bunks ran all the way up to two or three hundred in a big compartment; that the passenger himself had to take charge of the bedding of his bunk—"He brought it on board and took it from board if he wanted it or threw it overboard if he didn't want it. He had to care for it on the voyage and in fact it was all left in his charge. He had all to do with it."

In respect to the system pursued at that time in giving the third class passengers their food, Mr. Kellermann testified (13 R., 1573-1575): "In those days the food was brought into each compartment by a steward, who called the passengers around him with their utensils and he measured out whatever stuff they wanted from a big receptacle, a can, tin can or iron can, and dealt it out to each passenger, and had a basket or—yes, a big basket of bread and gave them a couple slices of bread and let them go about their business." That the passengers received this food in their own utensils and that then they had to go and sit down wherever they could to eat it. "Some sat down on their bunks, some on their trunks, different places; stairways, wherever they could find a place to sit down and eat," and that each passenger had to keep his own utensils clean; and he went on and described toilet and sanitary arrangements in those days—"In fact they had no privacy."

Describing, then, the present arrangements in the better class of passenger ships running to

the port of New York, Mr. Kellerman testified (13 R., 1573) that at present "the third class accommodations are arranged into rooms containing two, four and six berths. The mattress, pillows, blankets, whatever necessary are furnished by the company, free of charge to the passenger, and in each room there is besides a washstand, a can of water to wash in, water carafe, glasses." That in these rooms there is "a towel and a settee; they can sit down on it when they are undressing or dressing, and each room can be locked; there is a key for each room and it can be locked to secure privacy. Besides this, there is on the modern steamers a shower bath." That these rooms are now taken care of by a large number of stewards and stewardesses provided by the company, that the rooms are kept clean and attended to by the stewards' department on just the same system as is pursued in the first and second cabin, except that the furnishings are different.

Describing, then, the present system as to serving food, Mr. Kellerman testified (13 R., 1574): "The better ships nowadays have big dining rooms fitted with long or small tables and with revolving chairs. The tables are set by the stewards" * * * "the company's stewards; and the passengers sit down at the tables and are served there by the company's stewards." That, so far as the arrangement of tables and chairs is concerned, it is practically the same as that prevailing in the first and second cabin, and that the utensils are provided by the company and taken care of by the stewards, and that the third class passengers are not required to take care of them any more than the first or second cabin passengers.

As to provisions for the comfort and amuse-

ment of the third class passengers, he testified (13 R., 1574-1575), "They have, for instance, in the dining room, a piano which they use for concert and entertainment during the afternoon and evening when they are not using the dining room for eating purposes. They have smoking rooms for the men and social rooms for the womenfolk, large open and closed promenade decks, with settees and benches along where the passengers can either sit down or promenade as they desire. Besides that for the passengers' comfort are shower baths, hot and cold shower baths, lavatories built according to the latest sanitary improvements, with running water." * * * "There is a wash room, where women with children on board can go and wash the children's clothes whenever they want to." That in the afternoon and evening our third class passengers get together in the dining room and have concerts and entertainments of various sorts.

Mr. Kellerman produced sample bills of fare in the third cabin of one of the smaller Cunard steamers (13 R., 1576). These bills of fare, fourteen in number, were offered in evidence as model exhibits, though not printed in the record. They were used on the S. S. "Laconia" for the week beginning Sunday, January 21, 1912. Each bill was printed in English and in Swedish (hence the fourteen copies) and they will be produced for examination if the court desires. Without here attempting to give particulars, these bills of fare indicate that the nature of the food, its abundance and its variety, was at least equal to what would be found on the table of a well-to-do family in the United States. As to the quality of the food, Mr. Kellermann testified that it was all taken from the

general stores from which all the food on the ship was taken (13 R., 1578).

On this subject of improved service Mr. Lister testified (13 R., 1502) that the effect of the making of Agreement AA was, "That with the AA agreement behind them, the steamship companies felt that they could embark out and build new ships. It is perfectly obvious that if there was no stability in the business we could not embark out and put a lot of capital in new ships." It was the stability of the business that justified the risk involved in these large investments.

Mr. Lister went on to testify (13 R., 1503-1504) that since the making of Agreement AA, the other lines that were parties to the agreement had gone on adding new ships to their fleet, and he then described substantially as Mr. Kellermann had done, the improvements in third class accommodations. As to the food, he said, "There is only one store on the ship in which all the eatables are stored, and the food comes from the same stores. I don't want you to think that we gave them grouse and oysters and things of that kind, but what they do get is cooked from the same stuff that is cooked up for the saloon passengers * * * and the same quality of food."

He said (13 R., 1505), "The third class passenger now is not the third class passenger that he was twenty years ago. Now he is just as keen as the saloon passenger in getting the very best that can be provided for him, and so far as that is concerned, certain passengers will pay for the best, and willingly. I think I am right in saying that our two fastest boats, the 'Lusitania' and 'Mauretania,' are our most popular third class ships, despite the fact that we charge a little more for

them in return for the extra speed we give them than the other ships of our fleet."

Mr. Lister testified (13 R., 1506) that there never was a time when a third class passenger received more for his money than he does now, and that he is getting more all the while.

Mr. Franklin testified as to the same improvements in third class service; that is, as to the difference in the food and the service of food, difference in the rooms and in the improved type of steamers (13 R., 1804-1805).

5.—Increased Safety.

The subject of improvement in steamship construction and appliances which afford increased safety is too familiar a one to require much discussion. Mr. Lister testified (13 R., 1510-1511) briefly as to the increased size, cost, and the improved construction of ships; also to the substitution of twin screws for single screws; the use of submarine signals; the installation of wireless apparatus, and the substitution of electric lights for the old oil lamps. All these constitute improved machinery, which is expensive and efficient. But travel at sea cannot be made safe merely by mechanical devices, for there is too much play for the elements of personal skill and personal discipline.

Under present conditions, it is probable that the greatest peril of the sea grows out of the tendency of ship's officers to grow careless with respect to a danger after it has become familiar. And conversely, the best protection at sea is a careful watchfulness by skillful men with respect to familiar dangers, or, in other words, the maintenance of discipline and skill.

The expensive improvements which appear in the new passenger ships are not due to the mak-

ing of Agreement AA alone, but, as previously noted, these improvements and the increased expense they involved were made possible by the willingness of the steamship companies to combine for self-government, as that willingness is shown by Agreement AA and earlier agreements.

These combinations have also had a direct effect in making possible the discipline without which travel by sea cannot be made safe. Capt. Barr, the Commodore of the Cunard fleet, who has been for twenty-seven years in its service, testified on this subject (13 R., 1648-1652). He said that after thirteen years' general experience at sea, he joined the Cunard Company as a fourth officer, and rose by promotion through six intermediate positions until he became a captain. He described the system of education and training which, to his knowledge, were required by the Cunard Company. He testified that the Cunard Company never appoints an officer who is not of its own training. "They all come in at the bottom grade and work up"; that twice annually every officer is officially reported upon by the captain with whom he sails, and that these reports have a strong bearing on the officer's promotion; that promotions are not made on time basis, but on a merit basis. He described what the responsibilities of a captain of a modern passenger steamer are in addition to his duties in navigating the ship; that is, that he is responsible to the Government and the Company for all things happening on the ship; for the supervision of the cleanliness, morals and safety of the passengers; for everything that concerns the health of passengers and crew; for the maintenance of order; that he is a representative of organized government on the ship; that he has plenary powers and that he himself has had to

exercise those powers; that he is the sole judge in reference to all matters of complaint or grievance arising on the voyage; that he is responsible for the training of his own subordinate officers and for reporting on their qualifications.

Capt. Barr went on to testify (13 R., 1653-1659) that from his forty years' experience at sea, he did not think that desirable officers could be obtained for passenger steamships unless they were kept under observation for a considerable period of years before being entrusted with ultimate authority. He testified as to the peculiarly trying conditions to which the captain of a passenger steamer was subject on the North Atlantic; and that the requirements of that passenger service called for special training of officers for the service; that if a ship which had been engaged in traffic of a different sort were transferred with its former officers into the North Atlantic passenger business, he did not think that the requirements of that business could be met, and that he did not think it possible to meet the requirements of this class of business without a relatively long training of officers. He further testified that in the Cunard Company the subordinate officers in the navigating department of the ship and the officers in the engine force, and of the steward's department, did not get those positions until they had been with the company for a considerable period of time.

This testimony from a man trained for responsibility and occupying one of the most responsible positions on the sea shows the somewhat obvious fact that there cannot be safety at sea without the discipline and training and opportunities for selection which come from a long continued service. It follows from this that conditions which make for stability and continuity in business have

a direct bearing on safety, and that there is not the same element of safety when officers and vessels from another traffic come temporarily into the North Atlantic passenger service.

6.—Compliance With the United States Immigration Laws.

The attention of the court has already been called to the class of immigrants who are invited to come to this country during rate wars and to the provisions of the United States immigration laws which throw upon steamship companies the responsibility for making the preliminary examination of immigrants.

As showing what the Cunard Company had done to carry out these laws, Mr. Lister testified (13 R., 1512-1514) that the Cunard Company has been at great expense to comply with the immigration statute. "We have had to see that all our agents live up to a higher standard; we have got to see that the whole of our business is conducted in the same fashion"; that the Cunard Company had got rid as fast as possible of all undesirable agents, and that along with the other companies it has for two or three years adopted a system to insure obtaining good agents, all of which was expensive; "we keep travelers who are continually going around to educate the agents up to what is required of them, to explain any point that they must be particular about, before accepting money from a passenger or attempting to book a passenger. We are continually watching the agents both by circulars and by personally visiting them to see that we have the best people and to see that they are doing just what they really ought to do. * * * We absolutely have turned down all Conti-

nental agents in Liverpool. For instance, we won't let any foreign agent in Liverpool book any passenger such as an Armenian or Turk, or any of those that we know there is any suspicion about"; that since 1898, the company has taken into its employ a medical superintendent, who is a member of the company's staff, and gives his whole time to the company's work at a heavy cost to the company; that this medical superintendent not only examines the passengers before embarkation, but if an immigrant has been debarred by the United States authorities, this superintendent "sees exactly what the United States officials have rejected that man for and it is a guide and aid to him in future; if he came across a passenger who had been rejected for a certain thing, he would stop such passengers in future from going to America at all. We are very proud at the present time of our medical arrangements." * * * "They have been built up from many years' experience."

Mr. Lister testified (13 R., 1517) that from his experience there would be very grave difficulties in conducting the business of a passenger line in conformity with the United States immigration law unless passenger rates are practically stable. Obviously, a line which comes into this great immigrant route as the result of a temporary condition caused by rate wars, and comes knowing that it may possibly soon be driven out—obviously, such a line cannot maintain a proper system of co-operation in the enforcement of the immigration laws.

If this Court is of the opinion that Agreement AA is not an unreasonable restraint of commerce, then nothing more needs to be considered. If,

however, the Court should consider that Agreement AA is an unreasonable restraint of commerce, then it will remain for the Court to consider whether or not Congress intended the Anti-Trust Act to apply to such agreements.

POINT II.

Congress did not intend by the Anti-Trust Act to prohibit and punish the making in other countries of such agreements as Agreement AA.

It is not intended to question the power of Congress over foreign commerce, but the proposition sought to be established here is that Congress did not intend to exercise that power in the Anti-Trust Act so as to prohibit the making abroad of Agreements like AA.

1.—Statutes by which Congress exercises its jurisdiction over foreign commerce may involve the interests and rights of other nations. This Court has, therefore, announced certain principles to be followed in construing such statutes affecting commerce which is really international in character. If the Anti-Trust Act is construed according to those principles, it does not apply here.

2.—When Congress exercises its jurisdiction over international commerce, it has to overcome certain obstacles if it is to make its will effective outside of our territorial borders. These obstacles can sometimes be overcome, but this can only be done by the exercise of powers which are possessed by Congress and are frequently used, but which Congress did not use in the Anti-Trust Act.

A.

Words of general import in an Act have not been construed as applying to persons outside the territorial jurisdiction of Congress unless the Act as a whole demanded such construction.

Agreement AA was made in London between corporations, all but one of which were organized and doing business under the laws of foreign countries. As shown by the record in this case and by the report of the Congressional Committee referred to under Point I the agreement was made in accordance with a world wide practice, which had existed for many years, and was in aid of commerce. Under the law of England it was a legal and proper contract (13 R., 1835-1856).

The question whether or not the agreement and the financial adjustments made under it were legal, must be determined according to the law of the country where the agreement was made. This rule has been applied by this Court for a century or more.

Chief Justice Marshall said in the case of *Bond* v. *Jay*, 7 Cranch U. S., 350:

> "It is so unusual for a legislature to employ itself in framing rules which are to operate only on contracts made without their jurisdiction between persons residing without their jurisdiction, that Courts can never be justified in putting such a construction on their words if they admit of any other interpretation which is rational and not too much strained."

And again in 1818 in *U. S.* v. *Palmer*, 3 Wheat, 610, Chief Justice Marshall in considering an "act for the punishment of certain crimes against the United States," the language of which was

"that if any person or persons shall commit upon the high seas," &c., said:

> "The words of the section are in terms of unlimited extent. The words 'any person or persons' are broad enough to comprehend every human being. But general words must not only be limited to cases within the jurisdiction of the state but also to those objects to which the legislature intended to apply them."

In *The Appollon,* 9 Wheat, U. S., 362, 370, it is said:

> "The laws of no nation can justly extend beyond its own territories, except so far as regards its own citizens. They can have no force to control the sovereignty or rights of any other nation within its own jurisdiction. And however general and comprehensive the phrases used in our municipal laws may be, they must always be restricted in construction to places and persons upon whom the legislature have authority and jurisdiction."

Mr. Justice Story said in *Farnum* v. *Blackstone Canal Corporation,* 1 Sumner 46, 62:

> "Now the general rule certainly is that every legislative act ought to receive a reasonable construction; and it cannot be presumed, that a legislature authorizes any act to be done in a foreign territory, when that act is beyond the reach of its proper jurisdiction or sovereignty. Every legislature, however broad may be its enactments is supposed to confine them to cases or persons within the reach of its sovereignty."

This Court has uniformly applied this rule in matters relating to commerce, as in *Liverpool Steam Co.* v. *Phenix Ins. Co.,* 129 U. S., 397.

In the case of *Canada Southern R. Co.* v. *Gebhard,* 109 U. S., 527, this Court held that a settlement by a Canadian railroad company with its bondholders consented to by a majority of them was binding on the minority holders under Canadian law and therefore American holders of such bonds were also bound. The Court said (p. 536):

> "That the laws of a country have no extra-territorial force is an axiom of international jurisprudence, but things done in one country under the authority of law may be of binding effect in another country. * * *
>
> "A corporation 'must dwell in the place of its creation, and cannot migrate to another sovereignty' (*Bank of Augusta* v. *Earle,* 13 Pet., 588), though it may do business in all places where its charter allows and the local laws do not forbid. *Railroad* v. *Koontz,* 104 U. S., 12. But wherever it goes for business it carries its charter, as that is the law of its existence (*Relf* v. *Rundel,* 103 U. S., 226), and the charter is the same abroad that it is at home. Whatever disabilities are placed upon the corporation at home it retains abroad, and whatever legislative control it is subjected to at home must be recognized and submitted to by those who deal with it elsewhere. *A corporation of one country may be excluded from business in another country* (*Paul* v. *Virginia,* 8 Wall., 168), *but if admitted, it must, in the absence of legislation equivalent to making it a corporation of the latter country, be taken, both by the government and those who deal with it, as a creature of the law of its own country, and subject to all the legislative control and direction that may be properly exercised over it at the place of its creation.*" (Italics ours.)

The same principle was stated by this Court recently in a case which involved the question

whether a State statute had an extra territorial effect and where this Court held:

> "The injustice of imposing a greater liability than that created by the law governing the conduct of the parties at the time of the act or omission complained of is obvious; and when a State attempts in this manner to affect conduct outside its jurisdiction or the consequences of such conduct, and to infringe upon the power of the United States, it must fail." *Western Union Tel. Co.* v. *Brown,* 234 U. S., 542, 547.

The rule on this subject is concisely stated in *American Banana Co.* v. *United Fruit Co.* (213 U. S., 347, 356), where the question under consideration was whether the Anti-Trust Act applied to acts performed in Costa Rica:

> "The general and almost universal rule is that the character of an act as lawful or unlawful must be determined wholly by the law of the country where the act is done. *Slater* v. *Mexican National R. R. Co.,* 194 U. S., 120, 126. This principle was carried to an extreme in *Milliken* v. *Pratt,* 125 Massachusetts, 374. For another jurisdiction, if it should happen to lay hold of the actor to treat him according to its own notions rather than those of the place where he did the acts, not only would be unjust, but would be an interference with the authority of another sovereign, contrary to the comity of nations, which the other state concerned justly might resent. *Phillips* v. *Eyre,* L. R., 4 Q. B., 225, 239; L. R., 6 Q. B,. 1, 28; Dicey, Conflict of Laws (2d. ed.), 647. See also Appendix, 724, 726, Note 2, *ibid.*"

This principle that the character of an act as lawful or unlawful must be determined wholly by the law of the country where the act is done does not, of course, extend so far as to compel us to submit to the effects of an act done abroad, or contract made abroad, where the statutes here declare in clear and unmistakable terms that such acts or contracts are illegal. But the question now being considered is whether the statute does show an intention on the part of Congress to declare agreements made abroad like agreement AA to be illegal. On that question of construction the presumptions are in favor of the usual rule that acts of Congress are to be understood to apply to persons residing and acts committed within its territorial jurisdiction. And the mere use of the words "foreign commerce" in the first and second sections of the Anti-Trust Act does not justify the conclusion that Congress intended to do so unusual a thing as to prohibit and punish acts committed abroad by persons not within its jurisdiction.

B.

Acts of Congress ought, if possible, to be so construed as not to violate the rights of other nations having concurrent jurisdiction with the United States.

If the Anti-Trust Act here applies to a contract made by the Cunard Company in Great Britain, then the United States has sought to deny to a British corporation the freedom of contract accorded to that corporation by the laws of Great Britain. This is an undue interference with international relations. *American Banana Co.* v. *United Fruit Co.* (*supra*); *The Antelope*, 10 Wheat., 66.

If the United States may regulate commerce on the high seas with foreign nations—commerce which is really international—then other nations must have the same power, and, if such powers were exercised by all the nations participating in such commerce, hopeless confusion and conflict would ensue. It is to prevent this confusion and conflict that international law holds that a ship is, for certain purposes, a part of the territory of the nation to which she belongs, and in respect to matters which cannot be covered by this principle, international commerce is regulated by international agreement.

There is nothing in the Anti-Trust Act to indicate that Congress intended to disregard these principles of international law, and an intention to disregard them ought not to be implied.

On this subject, Chief Justice Marshall said:

> "It has also been observed that an act of Congress ought never to be construed to violate the law of nations if any other possible construction remains, and, consequently, can never be construed to violate neutral rights, or to affect neutral commerce further than is warranted by the law of nations as understood in this country.
>
> "These principles are believed to be correct, and they ought to be kept in view in construing the act now under consideration." *Murray* v. *The Charming Betsy* (2 Cranch., 64, 117-118).

The rule to be applied when two sovereignties have concurrent jurisdiction is discussed in the case of *In re Mattson*, 69 Fed. Rep., 535. Mattson was imprisoned for Sunday fishing in the Columbia River within the territorial limits of the State of Washington in violation of the laws of Oregon. Washington and Oregon had concurrent jurisdic-

tion over the river and the Court held that the State of Oregon had no authority to declare the act done within the territorial limits of the State of Washington criminal.

In the year 1909 this Court had occasion to consider the same question in connection with a law of Oregon against operating or maintaining a purse net in the Columbia River. *Nielson* v. *Oregon,* 212 U. S., 315, 321. In discussing the case, Mr. Justice Brewer said:

> "The plaintiff in error was within the limits of the State of Washington doing an act which that State in terms authorized and gave him a license to do. Can the State of Oregon, by virtue of its concurrent jurisdiction, disregard that authority, practically override the legislation of Washington, and punish a man for doing within the territorial limits of Washington an act which that State had specially authorized him to do? We are of opinion that it cannot. It is not at all impossible that in some instances the interests of the two States may be different. Certainly, as appears in the present case, the opinion of the legislatures of the two States is different, and the one State cannot enforce its opinion against that of the other, at least as to an act done within the limits of that other State. * * * It is enough to decide, as we do, that for an act done within the territorial limits of the State of Washington under authority and license from that State one cannot be prosecuted and punished by the State of Oregon.
>
> There is little authority upon this precise question, but see *In re Mattson,* U. S. Circuit Court for the District of Oregon, 69 Fed. Rep., 535, and *Ex parte Desjeiro,* same court, 152 Fed. Rep., 1004. See also *Roberts* v. *Fulerton,* 117 Wisconsin, 222; Rorer on Interstate Law, p. 438, and following."

If the facts here indicated an attempt to circumvent the laws of the United States, a different question might be presented; as, for example, if the parties to a proposed agreement had reached an understanding on the subject within the United States and had then adjourned to meet beyond the Canadian border for the purpose of making the agreement there and had done this to circumvent our laws. But here there was no effort at concealment. The agreement made was a usual one, of a sort which has been frequently made the world over in reference to transportation of this character. It was legal where made and no attempt to circumvent our laws is involved.

C.

Having regard to the general plan of the Anti-Trust Act and to the rules of construction above discussed, the language of that Act taken as a whole does not indicate that Congress intended to prohibit and punish the making abroad of such an agreement as Agreement AA.

Section 1 operates on contracts and on persons. It declares illegal every contract in restraint of trade. It punishes every individual who shall make such a contract. Applying the rules of construction which have just been discussed, it is proper to conclude that in thus dealing with contracts and persons Congress intended to deal only with such as came within its territorial jurisdiction.

Section 2 of the Act deals with and punishes *persons* who monopolize, or attempt to monopolize, trade or commerce. Here it is certain that the Act has reference only to persons within the territorial jurisdiction of Congress, for

Congress cannot have intended to punish a person not in its territorial jurisdiction. Yet Sections 1 and 2 of the Act both refer in the same words to foreign commerce. What one refers to the other refers to. It is certain that Section 2 cannot refer to an act committed abroad and we cannot conclude that Congress used the same words in different senses in these two adjoining sections and intended to reach by the first section acts which it certainly did not intend to reach by the second.

Section 3 again deals with contracts and persons; that is, it declares illegal contracts in restraint of trade in any Territory, etc., and it punishes every person who shall make such contract. The same comment applies here as in the case of Section 1 of the Act.

Sections 4 and 5 relate to courts and procedure.

Section 6 then takes up another subject, that is, the forfeiture of property owned under a contract mentioned in Section 1 of the Act. Now, if the Government were right in claiming that Section 1 of the Act applies to Agreement AA, then we ought to find in Section 6 that the penalty of forefeiture applied to property in the course of transportation, whether it was going to a foreign country or coming from a foreign country. But that is not what Congress provided in Section 6. Congress provided that the penalty of forfeiture should apply only to such property in the course of transportation "*to* a foreign country." Congress thus deliberately and expressly distinguished between commerce originating in the United States and commerce originating abroad.

It is not necessary to argue the proposition that the remedies provided by such an Act as this are exclusive and cannot be extended by implication.

D.

When Congress, in the exercise of its jurisdiction over foreign commerce, desires to make its will effective outside of our territorial borders, certain unavoidable obstacles must be overcome. These obstacles can sometimes be overcome, but this can only be done by the exercise of powers which are possessed by Congress and are frequently used but which Congress did not use in the Anti-Trust Act.

If Congress desires to prohibit the performance of certain acts abroad which may affect our foreign commerce, then, while it may not have jurisdiction over the person abroad who may commit the act, it has jurisdiction over the commerce affected by the act. The effective and usual method of carrying out the will of Congress in such a case is to exclude or to hinder the particular commerce in connection with which the act is performed. If the circumstances call for so drastic a remedy, any independent sovereignty may prohibit all aliens from crossing its borders and may prohibit the importation of all merchandise. And where it is desired to exclude a certain class of aliens or certain kinds of merchandise, an independent sovereignty may exclude these by proper statutes.

The unquestioned power of Congress to detain foreign commerce, or to exclude it, does not purport to be exercised by the Anti-Trust Act, and, as this was the only power by which Congress could make its will effective if it intended to prohibit the making of contracts in foreign countries, it is reasonable to conclude that the failure of Congress to use this familiar power indicated that it did not intend the Act to apply to such contracts made abroad.

In giving as it did in the Anti-Trust Act powers to the Federal courts, Congress must have intended that the judgments to be rendered should be effective. A study of the prayer of this petition will show the practical difficulties which are involved in attempting to apply the Anti-Trust Act in this case. Had Congress intended the Act to apply to such Contracts as Agreement AA it could not well have overlooked such difficulties, especially as the difficulties could have been readily removed had it used its undoubted power to hinder or exclude the commerce affected.

The first clause of the prayer of the petition is, that Agreement AA be declared to be in violation of the Anti-Trust Act; that the defendants and their employees be enjoined from carrying it out, and that the contract be cancelled.—It is obvious that our government cannot prevent British ships from carrying passengers on the high seas, and it is equally obvious that it cannot enjoin a British corporation from paying over in England to a Dutch, German or Belgian corporation a part of the money which the British corporation has collected from its passengers.

The most that our Government can do with respect to a British corporation or its steamers, is to prevent them from entering our ports and from landing passengers or discharging merchandise here. The Act does not purport to do this.

The third clause of the prayer of the petition is, that the defendants and their employees be prohibited from further combining to maintain an established steerage rate or from doing anything in aid of a combination which will deprive the traveling public of such facilities and rates as will be afforded by free competition between the

defendants. It is again obvious that our Government has no power to prevent these acts abroad or on the high seas, and all that our Government can do is to exclude the foreign ships.

The fourth clause of the prayer of the petition is that defendants and their employees be enjoined from combining to injure or destroy business of other lines engaged, or to be engaged, in carrying steerage passengers, or from acting together to monopolize such business. And the fifth clause of the prayer is that the defendants and their employees be prohibited from making or performing any contract, the object of which will be to restrain or monopolize the carriage of steerage passengers.—Here again our government is unable, in the nature of things, to control acts performed by foreign subjects or corporations in foreign countries or on the high seas, and must content itself with excluding from our ports foreign ships, the financial affairs of whose owners are claimed not to accord with our domestic statutes.

In this examination of the various clauses of the prayer, Clause II has been omitted because that merits separate consideration, for it is the only one in which the petition asks for relief which it is in the power of the United States Government (but not, it is submitted, of this Court) to give.

By the second clause it is asked that the defendant lines *be enjoined from entering or clearing their ships at any port of entry within the United States* so long as they continue to operate under Agreement AA or any similar combination.

Congress has power, by appropriate action, to close our ports, in whole or in part, but it has not exercised that power in the Anti-Trust Act, and still less has it, by that Act, delegated the power to the Federal courts.

The closing of our ports to the ships of a foreign nation is an act within the sphere of international relations and not within the sphere of the administration of justice. It is an act which closely affects our peaceful relations with foreign countries. It cannot be supposed that Congress would delegate to the Federal courts, or to any officer of the Department of Justice, the power to perform such an act and to commit the nation to such a policy, still less can it be supposed that such a power could be given by Congress *by implication in a statute which contains no express language on the subject.*

The case of *Patterson* v. *Bark Eudora,* 190 U. S., 169, cited by the Government (Government's Brief, p. 59) emphasizes the point for which these defendants here contend. The Government now claims that there is an implied condition in the Anti-Trust Act that foreign vessels are to be excluded from United States ports in case the owners of the vessels are guilty of a breach of the Act, and cites the *Patterson* case in support of that proposition. As a matter of fact, however, Congress has been very careful to use explicit terms whenever it has attempted to exclude a foreign ship or punish a foreign shipowner. In the *Patterson* case the statute under consideration related to the prepayment of seamen and so far from leaving the enforcement of the statute to implication Congress expressly provided as follows, p. 171:

> "(f) That this section shall apply as well to foreign vessels as to vessels of the United States; and any master, owner, consignee, or agent of any foreign vessel who has violated its provisions shall be liable to the same penalty that the master, owner, or agent of a vessel of the United States would be for a

similar violation: Provided, that treaties in force between the United States and foreign nations do not conflict."

If we refuse entry to the ships of these foreign lines, because the lines have made in their own country an agreement which the law of their country permits, we must anticipate that foreign countries will have sufficient self-respect to exclude our ships from their ports. But this would be imposing one of the evils of war on nations who are seeking to live at peace. The Anti-Trust Act has been exposed to criticism, but no one has suspected that it was as dangerous as this portion of the prayer of the petition would seem to suggest.

It is idle to argue that these foreign companies might avoid exclusion from our ports by conducting their *financial affairs in their own countries* in accordance with our domestic statutes. Suppose Great Britain should decide to admit to her ports only such of our ships as were owned by companies which conducted their financial affairs in conformity with the acts of the British Parliament. Such an act of exclusion would hardly be submitted to, for it would be in derogation of the sovereignty of this nation.

No self-respecting nation could permit its citizens to submit to such dictation by a foreign power, and the controversy would at once become an international issue. This might well cause retaliation, so that the nation which had first moved in the matter might have to submit to all the evils of international exclusion.

If Congress had intended to prohibit and punish the making abroad of an agreement like AA, it could readily have made that intention effective by expressly exercising its power to

exclude. This will be seen by observing cases where Congress has used its power to hinder or exclude foreign commerce in order to control acts performed in foreign countries. In all such cases it has exercised its powers expressly.

For example: In this country there is a certain policy against using the products of convict labor. That policy cannot directly affect the employment of convict labor in other countries, but in so far as convict labor produces in foreign countries articles which are imported into this country, our policy in this regard has been made, at least in part, effective by the provisions of the Wilson Tariff Act, 28 St., 509, where (continuing a similar provision in the McKinley Tariff Act of 1890) it excluded all goods manufactured in whole or in part in any foreign country by convict labor (Sec. 24).

Again, our domestic laws as to the adulteration of foods cannot control individuals in foreign countries, but by Act of August 30, 1890 (U. S. Compiled St., 1913, Sec. 8731) power is given to the President to suspend by proclamation the importation from foreign countries of all food products so far adulterated as to be dangerous to health.

Again, Section 9 of the Immigration Act declares it unlawful for transportation companies to bring to our shores aliens who are suffering from certain diseases. It is clear from the section that Congress intended to require that a competent medical examination of aliens be made by the ship owner at the port of embarkation abroad before receiving the alien as a passenger, and intended to punish the ship owner if that medical examination was not a proper one. Congress proceeds therefore to make its will effective by utilizing its power to check or prohibit commerce, and

so it provides that if, when the alien arrives and is examined here, it appears that he is suffering from a complaint which might have been detected had a competent examination been made on embarkation, then a fine shall be imposed on the ship owner and *the ship shall be refused clearance until the fine is paid.*

It is inherently improbable that Congress intended the Anti-Trust Act to apply to agreements like AA made abroad and legal where made. It is true that agreement AA has a certain connection with our foreign commerce but so have agreements affecting the importation of merchandise from foreign countries to the United States. For example if a syndicate or combination exists in Germany which controls the preparation and export of potash and which would violate the Anti-Trust Act if made here, does the Anti-Trust Act extend to such a combination abroad and can our Federal courts enjoin the sale in this country of the potash exported from Germany under such a combination?

It is probable that many articles imported into the United States were produced by combinations or monopolies which would be illegal here. Those monopolies affect our foreign commerce and if by reason of that connection with foreign commerce the Anti-Trust Act applies to them, then Congress when it passed that act legislated for a considerable part of the world.

Again the penal provisions of the Anti-Trust Act show how improbable it is that Congress could have intended it to apply to a case like this.—The chief officials of the Cunard Company, for example, come to the United States at relatively

short intervals. If the Government is right in claiming that Section I of the Anti-Trust Act applies to Agreement AA, then it would become the duty of the proper Federal Attorney to indict such a steamship official under Section I of the Act on his arrival here and to seek to have the official fined or imprisoned for taking part in the making of a contract which was both legal and usual in his own country where the contract was made. It would be essentially wrong to punish a man in such a case and we cannot attribute to Congress the intention to impose such a duty on the Department of Justice. The view of this Court on the subject is shown by the words of Mr. Justice Holmes, already quoted, where he said in the *American Banana Company case,* "for another jurisdiction, if it should happen to lay hold on the actor to treat him according to its own notions rather than those of the place where he did the acts, not only would be unjust, but would be an interference with the authority of another Sovereign, contrary to the comity of nations, which the other state concerned justly might resent."

The brief for the Government seeks to show that the Anti-Trust Act extends to ocean transportation, and therefore that the Act extends to this case. (Government's brief, pp. 45-56.) But this does not follow. The question is not whether the Act applies to ocean transportation, but whether it was intended to apply to the international ocean transportation here involved. If a number of American steamship companies operating lines to foreign countries should make a contract here in the United States which was an unreasonable restraint of commerce, then the illegal act would have been committed within our borders

and our Federal courts would have jurisdiction over the offending American corporations and over their business, and those courts could, therefore, declare the agreement invalid and enjoin the American corporations from doing business under it. To that extent the Anti-Trust Act may be said to extend to ocean transportation. But where, as in this case, the agreement is made in good faith abroad and is valid there, then, although the contract may affect our foreign commerce, it is, nevertheless, the precedent in this court that before an American statute can be construed to extend to such a foreign contract the statute must conform to the rules laid down by this Court for the interpretation of statutes which may operate beyond our territorial borders and affect the rights of other nations. It is sought to be shown in this brief that the Anti-Trust Act, when tested by those principles of construction, does not apply here. Therefore, from the fact that the Anti-Trust Act may, in certain imaginable cases, apply to ocean transportation it does not follow that it applies here.

On this particular subject, the Government cites:

U. S. v. *Pacific & Arctic Co.*, 228 U. S., 87;
U. S. v. *Union Pac. R. Co.*, 226 U. S., 61,
and
Cinn. Packet Co. v. *Bay*, 200 U. S., 179.

An examination of these three cases will show that none of them is authority for extending the Anti-Trust Act to this case.

A number of cases are cited for the government to sustain the proposition that Congress has jur-

isdiction and actual power over foreign commerce.

These defendants do not dispute that proposition. In fact, some cases cited by the government (as *Oceanic Steam Navigation Co.* vs. *Stranahan*, 214 U. S., 320, which grew out of Section 9 of the Immigration Act above referred to) show how Congress makes its intention plain in cases where it does intend to control or prohibit acts performed abroad but affecting our commerce.

In the case of *U. S.* v. *Nord Deutscher Lloyd*, 223 U. S., 215, referred to by the government, there was a palpable attempt to evade a plain provision of the Immigration Law for it was unmistakably the intention of Congress to prohibit and punish the very thing which the owner of the ship did in that case. In the case at bar, the question is not as to the powers of Congres, but as to the intent of Congress.

In support of the proposition that there is in the Anti-Trust Act an implied authority to exclude foreign vessels in cases of violation of the Act, the Government cites (Govt.'s Brief, pp. 59, 60 and 61) the following cases:

> *Noble State Bank* v. *Haskell*, 219 U. S., 104;
> *The Tobacco Case*, 221 U. S., 106, and
> *Buttfield* v. *Stranahan*, 192 U. S., 470.

Referring to the first of these cases the Government says:

> "The statute which in *Noble State Bank* v. *Haskell* (*supra*) this Court interpreted as going from regulation to prohibition, except upon such conditions as it may prescribe (291 U. S., 113), was not in terms conditional."

The language thus quoted by the Government was not used by this Court in reference to the terms of a statute, but in reference to the powers of a State to regulate banking.

The reference made to the *Tobacco* case is to that part of the Court's opinion where the Court says that as an appropriate means of enforcing the law the Court might issue "a permanent injunction restraining the combination as a universality * * * from continuing to engage in interstate commerce until the illegal situation be cured."

This has reference to interstate commerce and as such commerce is entirely within the jurisdiction of Congress, without any complications growing out of territorial limitations or the rights of other nations, the injunction order of the court in respect to interstate commerce is entirely effective. This principle does not affect the proposition for which these defendants are here contending, which is, that where Congress has intended to exclude foreign vessels and to punish foreigners for acts committed abroad, it has not failed to make that intention clear in the terms of the statute.

The case of *Buttfield* v. *Stranahan* is cited by the Government apparently to sustain the proposition that Congress has power to exclude. This is not disputed. In fact, the decision in *Buttfield* v. *Stranahan* goes to sustain the contention of these defendants for it related to the exclusion of impure teas and the statute under consideration expressly prohibited their importation.

POINT III.

Various matters referred to in the testimony were not covered by the provisions of Agreement AA, and do not affect the validity of that agreement.

1.

FIGHTING SHIPS.

The fighting ships were not run under any provisions of Agreement AA, but in pursuance of a Minute of the Conference adopted several months later. The Congressional Committee referred to in Point 1 recommended that only two of the practices known to the shipping combinations be declared illegal; one was the use of deferred rebates, which does not appear in this case and would be impossible in passenger business, and the other was the use of "fighting ships." The running of "fighting ships" was not provided for in AA and some of the lines, including the Cunard Line, objected to having their steamers designated as "fighting ships" (12 R., 1162, 1163). That company has not contended in this proceeding for any right to run or to participate in the running of fighting ships.

2.

COMMERCIAL ALLOWANCES.

The petition in this suit contains no reference to the "commercial allowances" (commissions) which are given by the American railroads to the Transatlantic Lines, nor does Agreement AA contain any provision relating thereto.

The steamship companies maintain agencies in Europe and sell to the prospective emigrant a

ticket for his ocean transportation and also an order for his rail transportation from New York to inland destination. This is really an agency service rendered by the steamship lines to the railroads and the so-called "commercial allowance" is in payment for that service. It is obviously a convenience to the passenger to buy through tickets and it is equally clear that the steamship lines could not afford to do it unless paid for it by the railroads. It is to be kept in mind that the steamship lines incur all the expense and run all the risks connected with these agencies in Europe and the railroads are totally relieved of this expense and risk (12 R., 872-877).

The testimony taken in this proceeding respecting commercial allowances was carefully digested and considered by the Congressional Committee referred to in Point I. The report of the Committee (pp. 48-51) discusses the effect of this arrangement at considerable length and shows it to be in the interest of the public.

These arrangements as to commercial allowances relate, in a general way, to the carriage of steerage passengers, but they are not a part of the combination to prevent rate wars effected by the lines under Agreement AA. The Congressional Committee concurs with the Interstate Commerce Commission in finding that the arrangements between the steamship companies and the American railroads are in the interest of the public, and the only criticism made by the Committee is against the provision that allowances shall be paid exclusively to the contracting steamship lines. If this Court now considers that this subject comes within the issues and that this provision in respect to paying allowances only to the contracting steamship companies is illegal, there

is no reason why the objections to that minor feature of the arrangement should render illegal the general features of the agreement which have been held both by the Interstate Commerce Commission and the Congressional Committee to be in the public interest. It is understood to be the policy of this Court not to declare illegal an entire contract or arrangement where the law would be satisfied by eliminating certain offending provisions.

U. S. v. *St. Louis Terminal,* 224 U. S., 383, 411.

3.

CONTROL OF AGENTS.

The rule complained of by the Government in this connection reads as follows:

> "9.—Agents are prohibited from booking passengers for any steamer except those of the Lines, Members of the Continental, the Mediterranean and the North-Atlantic Passenger Conferences, unless Conference gives express permission in writing. Agents are prohibited from selling passage tickets under false representations as to the Line or the route by which the passenger is to be transported."

Monopolizing the attention of a ticket agent does not involve monopolizing trade or commerce, or any part of trade or commerce. If two principals allow the same agent to represent them on the stipulation that he shall not represent competitors, they adopt one of the commonest precautions of the business world, but they do not thereby prevent the public from dealing with other agents or other principals. If it is an illegal restraint of trade or commerce for two principals

to appoint the same agent on the stipulation that he shall not represent their competitors, then it must result from such a rule that agents must either represent only one concern, or, if they represent more than one, must be free to represent all, however antagonistic their interests may be. Business could not well endure such a rule and an intention to lay down such a rule cannot well be imputed to Congress.

And the application of such a rule would be particularly disastrous both to carriers and to the public if applied to ticket agents. Much of the money taken in by transportation companies passes through the hands of ticket agents. They must, therefore, be selected for integrity and efficiency and must become familiar with the facilities offered by the transportation companies whose tickets they sell. But, except in the largest cities, the sale of the tickets of any one transportation company would not warrant the maintenance of a separate agency by that company, and it is well known that, by general custom, there exist throughout this country ticket agencies where the tickets of a number of different transportation companies may be bought.

The claim of this portion of the petition would seem to be that in such a case there has been an illegal restraint of trade, unless the various companies who employ the agent also permit him to use the facilities and standing and business experience which they have helped him to acquire to serve every competing line, however irresponsible or untrustworthy such a line may be.

There is a broad distinction between this case and the case of principals who are dealing with *purchasers*. If two or more companies sell to a purchaser on the stipulation that he will not buy

of any other concern, then they may restrain the freedom of that purchaser to deal with others, and the freedom of others to sell to that purchaser, and, to that extent they may restrain trade. But here, the agent is not a purchaser, but is the representative and employee of the line and the line pays his compensation, either by salary or by commission on sales. The agreement by which the agent is prevented from selling the tickets of other lines does not prevent any one of the public from buying the tickets of those other lines, and it does not prevent those other lines from selling tickets to any one of the public. The only thing monopolized is a portion of the time of the ticket agent.

The cases cited by the Government at page 98 of its brief are not authorities sustaining the contention of the Government on this point.

In *Loewe* v. *Lawlor,* 208 U. S., 274, the Court was dealing with a labor combination which aimed at compelling third parties and strangers involuntarily not to engage in the course of trade except on conditions that the combination imposes.

In *Eastern States Retail Lumber Dealers' Ass'n.* v. *U. S.,* 234 U. S., 600, the combination complained of was one of retail dealers who refused to deal with certain wholesale dealers, and the Court held that its effect was to hinder and impede the trade of the listed wholesalers.

The commerce herein involved is the transportation of passengers and freight. How is that commerce restrained by the selection of agents? Are not all persons wishing transportation free to go to other agents or to the steamship companies themselves to obtain accommodation? As this Court has repeatedly said the effect of the combination must be direct and proximate.

In *Hopkins* v. *U. S.*, 171 U. S., 578, the Government complained that the Anti-Trust Act had been violated because certain rules adopted by the members of the Kansas City Live Stock Exchange provided that commissions charged by members for selling should not be less than certain named amounts and prohibited the employment of any agent, solicitor or employee, except upon a stipulated salary, not contingent upon commissions earned, and provided that not more than three solicitors shall be employed at one time by a firm or corporation, and that no member of the exchange should transact business with any persons violating the rules of the exchange, or with expelled or suspended members. The Court said (p. 592):

> "The contract condemned by the statute is one whose direct and immediate effect is a restraint upon that kind of trade or commerce which is interstate. Charges for such facilities as we have already mentioned are not a restraint upon that trade, although the total cost of marketing a subject thereof may be thereby increased. Charges for facilities furnished have been held not a regulation of commerce even when made for services rendered or as compensation for benefits conferred. *Sands* v. *Manistee River Improvement Co.*, 123 U. S., 288; *Monongahela Navigation Co.* v. *U. S.*, 148 U. S., 312, 329, 330; *Kentucky & Indiana Bridge Co.* v. *Louisville &c. R. R.*, 37 Fed. Rep., 567.
>
> "To treat as condemned by the Act all agreements under which, as a result the cost of conducting an inter-state commercial business may be increased would enlarge the application of the act far beyond the fair meaning of the language used. There must be

> some direct and immediate effect upon inter-state commerce in order to come within the act. * * * Many agreements suggest themselves which relate only to facilities furnished commerce or else touch it only in an indirect way, while possibly enhancing the cost of transacting the business and which at the same time we would not think of as agreements in restraint of inter-state trade or commerce. They are agreements which in their effect operate in furtherance and in aid of commerce by providing for its facilities, conveniences, privileges or services, but which do not directly relate to charges for its transportation nor to any other form of inter-state commerce. To hold all such agreements void would, in our judgment, improperly extend the act to matters which are not of an inter-state commercial nature."

In *U. S.* v. *Joint Traffic Ass'n.*, 171 U. S., 505, 567, this Court pointed out that certain forms of contract had never been regarded as in the nature of contracts in restraint of trade or commerce, and said:

> "It might also be difficult to show that the appointment by two or more producers of the same person to sell their goods on commission was a matter in any degree in restraint of trade."

LAST POINT.

This proceeding ought to be dismissed on the ground that Congress did not intend the Anti-Trust Act to apply to agreements like Agreement AA made in

good faith abroad. But if this Court is of opinion that Congress did intend the act to apply to such agreements, then the decree below should be affirmed.

LORD, DAY & LORD,
Solicitors for the Cunard Steamship Co., Limited, and Charles P. Sumner.

LUCIUS H. BEERS,
ALLAN B. A. BRADLEY,
Of Counsel.

In the Supreme Court of the United States.

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT ET AL.

No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT ET AL., APPELLANTS,

v.

THE UNITED STATES OF AMERICA.

REPLY MEMORANDUM FOR THE UNITED STATES.

We desire to reply briefly upon five points.

I.

AS TO THE APPLICATION OF THE LAW TO OCEAN TRANSPORTATION, AND HEREIN AS TO THE ANTITRUST PROVISION OF THE WILSON TARIFF ACT.

Defendants concede the *power* of Congress to make the antitrust act applicable to themselves.

The question now is merely as to the *intent* of Congress. On this point it is not entirely clear

whether the defendants contend that the antitrust act is not applicable at all to ocean transportation between the United States and foreign countries, or whether they contend that the act is not applicable to combinations affecting such transportation *when made in a foreign country and composed of foreign corporations.* They seem to waver back and forth upon these two positions.

We take it, however, that the latter position is the one on which they principally rely. In fact, the brief for the Cunard Company expressly concedes that the act is applicable to a combination formed in this country by *American* steamship lines engaged in transportation between this and foreign countries. It says (p. 69–70):

> If a number of American steamship companies operating lines to foreign countries should make a contract here in the United States which was an unreasonable restraint of commerce, then the illegal act would have been committed within our borders and our Federal courts would have jurisdiction over the offending American corporations and over their business, and those courts could, therefore, declare the agreement invalid and enjoin the American corporations from doing business under it. To that extent the antitrust act may be said to extend to ocean transportation.

But it contends that a combination formed in a foreign country by foreign steamship lines engaged in that same transportation would not be subject to the act. It would follow, therefore, if this view

were sound, that there would be one rule for *American* steamship lines engaged in transportation between this and foreign countries and another and (from the standpoint of the shipowner) more favorable rule for *foreign* steamship lines engaged in that same traffic.

We do not believe that Congress intended any such discrimination against American ships.

The defendants are not consistent in any construction, however, for in another place in the brief for the Cunard Company they say (p. 73):

> That company has not contended in this proceeding for any right to run or participate in the running of fighting ships.

Likewise, the brief for the Hamburg-American Line, the Allan Line, and the Canadian Pacific Railway Company states (p. 17) that none of those companies—

> have appealed from the decree of the District Court enjoining the continuance of the [fighting ship] methods complained of.

Thus several of the principal defendants admit that the antitrust act applies even to combinations of foreign steamship lines under some circumstances, for unless it does apply the defendants have a perfect right to operate fighting ships as much as they please.

It is difficult to see just what the antitrust provision of the Wilson Tariff Act has to do with this case. The scope of the Sherman Act is defined in sweeping terms, covering "every" combination in

restraint of " trade or commerce among the several States or with foreign nations." As already shown in the Government main brief (pp. 45–46), these are the very words which are used in the Constitution to describe the power of Congress itself. Their meaning was definite and long settled by innumerable decisions of this court, as in the case of *Gibbons* v. *Ogden*, 9 Wheat., 1, 193. It must be presumed that in using these words, familiar to everyone, and particularly to the eminent lawyers who framed the Sherman Act, Congress intended to include all commerce over which the Federal power extends.

Indeed, Mr. Justice Peckham so stated in *United States* v. *Trans-Missouri Freight Assn.*, 166 U. S. 290, the first case wherein affirmative relief under the Sherman Act was accorded by this court, saying (pp. 324–325):

> Congress has, *so far as its jurisdiction extends*, prohibited all contracts or combinations in the form of trusts. * * *
>
> *Transportation* of commodities among the several States *or with foreign nations* falls within the description of the words of the statute with regard to the subject. [Italics ours.]

Defendants seem to contend, however, that the provisions of the Wilson Act, specifically prohibiting combinations as to imported goods, reflexly indicate that Congress supposed such combinations were not already covered by the Sherman Act. But

cumulative and overlapping legislation is so frequent that the inference to be drawn from the mere enactment of a subsequent statute covering in part the same ground is far too weak to counteract the overwhelming presumption that Congress, when using familiar and unambiguous language, meant exactly what it said. As pointed out in *Bishop, Statutory Crimes,* 3d ed., section 160:

> Our jurisprudence is full of instances in which two or a dozen distinct laws cover one question, or cluster of facts, and all stand together, parties having their election on which one to proceed.

Our public-land laws constitute a notorious example of such overlapping legislation. The Indian liquor laws constitute another. As shown in the cases of *Ex parte Webb* 225 U. S., 663, and *United States* v. *Wright,* 229 U. S., 226, the offense of introducing liquor into that portion of Oklahoma formerly known as Indian Territory may be punished under three independent statutes, each prescribing a different penalty, namely, the act of July 23, 1892 (27 Stat., 260), the act of March 1, 1895 (28 Stat., 693), and the act of January 30, 1897 (29 Stat., 506). In the *Wright case,* Mr. Justice Pitney said (229 U. S., 233):

> It seems to us, upon the whole, that during this transition period preceding the admission of Oklahoma as a State, the several acts referred to were intended to and did stand together, excepting so far (if at all) as they were necessarily repugnant to one another * * *.

In *United States* v. *Claflin*, 97 U. S., 546, it was held that an express recital in a statute that a former law had been repealed by subsequent legislation was not conclusive as to such repeal, that being a judicial, not a legislative, question.

Endlich on the Interpretation of Statutes, sec. 372, collects a great number of instances where legislative bodies have acted without clearly apprehending the existing law.

Furthermore, the circumstances under which the antitrust provision of the Wilson Tariff Act was passed completely negative the suggestion that it indicates any belief whatever on the part of Congress as to the scope of the Sherman Act.

The Wilson Tariff Act was passed at 10.47 p. m. on the night of July 3, 1894 (26 Cong. R., 7136). On the very evening of its passage Senator Morgan, who was not a member of the committee in charge of the bill and who acted purely on his own initiative, proposed on the floor of the Senate the amendment concerning combinations with regard to imports.

The entire debate upon the proposed amendment occupies only three pages in the Congressional Record (26 Cong. R., 7117–7120), and consists almost entirely of discussion as to the propriety of offering amendments at that critical moment. The Senate, weary of the long debate over the tariff act and willing to do almost anything to avoid a controversy which might prevent or delay its passage,

acquiesced in the proposal practically without discussion on the merits. It is significant that none of the leading members of the Judiciary Committee who framed the Sherman Act in 1890 had anything to do with this rider on the Wilson Tariff Act.

Senator Morgan seems to have been actuated by the thought that Judge Jackson's opinion in *In re Greene,* 52 Fed., 104, had virtually nullified the Sherman Act, so far as interstate commerce was concerned. Apparently, however, he hoped by a specific provision based upon the plenary power of the Federal Government to exclude imports, to accomplish something, at least, with regard to foreign commerce.

The character of the debate is shown by the following excerpt from the argument of Senator Morgan himself (26 Cong. R., 7117):

> I believe that the difficulties which have been found in the judicial decisions of Judge Jackson and some judges of inferior grade in regard to the language of the act of 1890, predicated upon the interstate commerce features of the Constitution, have been obviated entirely by the provisions of this section (p. 7117).
>
> * * * * *
>
> I wish to remark in regard to the amendment that it can not possibly do any harm if we will take it for granted that no man is ever to be convicted under it; that it is such a sieve as that it will hold nothing in the way of judicial determination. Yet there it stands for two purposes. One is to threaten and alarm these

men from entering into such combinations. The other is the expression of the view of the Congress of the United States that these trusts in all their multiplied hideousness, I will say, are against our common conviction and meet our stern reprobation (p. 7119).

Senator Gray said:

I confess that I appreciate the importance of it, and I appreciate the difficulties that exist in the way of attaching so important an amendment to this tariff bill at this time, in these hours which we hope are the closing hours of this debate. * * * I feel that this unusual and abnormal method of introducing such important punitive legislation is not at this time, in the heat and hurry of these hours, to be considered wise on our part (p. 7119).

Senator Morgan replied:

The suggestion offered by the Senator from Delaware it does not seem to me has very great weight, because the proposed punishment of these combinations does not affect any person whatsoever—it can not affect any person whatsoever—who is honestly engaged in free and fair competition in trade under the new revenue law (p. 7119).

Senator Daniels said:

Before I take my seat I should like to have an understanding between the Senator from Alabama and the committee. He tells us that he consulted the committee before he offered the amendment, and was encouraged to do it.

Mr. MORGAN. No; I did not say that.

Mr. DANIELS. I beg pardon, sir; I am trying——

Mr. MORGAN. I said the committee had no objection to it, and I did not consider it any breach of the agreement that I should offer it (p. 7120).

Senator Dolph said:

I am afraid it will not accomplish very much if enacted into a law, but it is a move in the right direction. As has been said, it can not hurt any innocent man (p. 7120).

Thereupon the amendment was agreed to without even calling the roll.

Furthermore, if the words " commerce with foreign nations " as used in the Sherman Act do not mean " commerce with foreign nations," what do they mean? The only rational inference to be drawn from the Wilson Tariff Act, assuming that any inference whatever should be drawn from it, is that the Sherman Act did not cover *inbound* foreign commerce.

But that would not help the defendants, for they are engaged in *outbound* commerce as well as *inbound.*

Surely it can not be maintained that the Sherman Act was not intended to apply to commerce which in any way involves relations with other countries, for *all* foreign commerce is necessarily of that character. Such a construction would read the words " commerce with foreign nations " wholly out of the act.

The defendants themselves do not contend this, for, as shown above, the brief for the Cunard Line concedes that a combination doing precisely the same things, but composed of American lines and formed in this country, would be amenable to the act.

They are forced to rely upon the wholly untenable proposition that one rule exists for *American* steamship lines and another and (from the standpoint of the shipowner) more favorable rule for *foreign* steamship lines in the same traffic.

II.

AS TO THE SUGGESTION THAT POOLING AGREEMENTS BE PERMITTED SUBJECT TO CONTROL BY THE INTERSTATE COMMERCE COMMISSION OR TO REGULATION BY INTERNATIONAL AGREEMENT.

Defendants in their briefs place great reliance upon the fact that proposals have been made in Congress (1) to permit ocean carriers to form pooling combinations, subject, however, to the most rigid control by the Interstate Commerce Commission, extending even to the fixing of their rates; or (2) to regulate the rates and practices of ocean carriers by international agreement.

It may be that the application to ocean carriers of the law against restraint of trade is not as good a way of controlling their rates and practices as regulation by the Interstate Commerce Commission would be. It may be, again, that a still better way

of controlling their rates and practices would be by international agreement.

Assuming all this, however, it does not follow that until regulation by the Interstate Commerce Commission shall be provided for by Congress, or until an international agreement shall be reached, ocean carriers should be left free to exact by combination whatever rates their cupidity may suggest, and free to attack any line inclined to pursue an independent course.

Assuming, we repeat, that it is possible to devise a better remedy, it does not follow that we should throw away the only remedy now in our hands.

On the contrary, the very fact that these proposals have been made shows that it is generally recognized that these combinations must be subject to some governmental check.

The argument of the defendants comes to this: While conceding that the situation calls for some form of governmental check, and while conceding that the check provided by the antitrust act in terms applies to the situation, nevertheless, it was not the intention of Congress that the check prescribed by the antitrust act shall apply because it is possible to devise a better check.

It needs no argument to demonstrate that the prospect of an international commerce commission, with power to fix freight rates, regulate practices, etc., is extremely remote. As stated in Mr. Alexander's speech, quoted in the brief for the

North German Lloyd Company (p. 12) all that has been done thus far is to authorize Mr. Lubin, the American representative at the International Institute of Agriculture at Rome, to propose to the permanent committee of that institute a resolution with regard to the creation of such an international commission. Mr. Alexander says:

> If they regard it favorably, they will present the resolution to the general assembly in 1915. If the general assembly agrees that it is a subject that will promote the interests of the farmers and they regard the time opportune, they will then take steps to call an international conference in 1917 to consider the question of organizing this international commerce commission, to be vested with powers set out in the resolution. * * * Whether it is possible to accomplish our purpose in that way or not, of course, we do not know. That will depend upon the attitude of the nations controlling the larger part of the ocean-borne commerce of the world.

The impracticability of securing such joint action among fifty-four different nations, especially in view of the present disturbed condition of international affairs, is conceded by the brief for the Hamburg-American Company et al., which says (p. 59):

> No international commission is now existing or is likely to be in existence for many years to come.

The report of the House Committee on Merchant Marine and Fisheries, to which the defendants so frequently refer, is most emphatic in its statement that some form of governmental regulation is absolutely necessary, and the bill which accompanied the report of the committee and which embodies its recommendations, provides for *exempting* from the antitrust laws such agreements as the present *only when approved by the Interstate Commerce Commission* (H. R. 17328, 63d Congress, 2d session).

The defendants in their briefs quote only the chapter of the committee's report regarding the *advantages* of pooling agreements. There is also another chapter regarding their *disadvantages,* from which we quote the following (Doc. No. 805, 63d Cong., 2d sess., p. 304 et seq.):

> *I. The monopolistic nature of such conferences and agreements.*—Nearly all the objections advanced against steamship agreements relate to the limited monopoly, at least, which the conference lines are able to exercise over the trade in their respective areas. Briefly outlined the objections advanced under this heading are the following:
>
> 1. All monopolies are liable to abuse, and in our foreign carrying trade the monopoly obtained by the conference lines has not been subjected to any legal control. While carriers by land are supervised and must conform to statutory requirements in the matter of rates and treatment of shippers, steamship companies, through private arrangements, have secured

for themselves monopolistic powers as effective in many instances as though they were statutory. Even granting the advantages claimed for steamship conferences and agreements, all may be withdrawn in the absence of supervisory control without the shippers having any redress or protection. The lines are under no legal obligation to continue these advantages. They exercise their powers as private combinations and are apt to abuse the same unless brought under effective governmental control.

2. The primary object of such conferences and agreements is to prevent new lines from being organized in a trade and to crush existing lines which refuse to comply with the conditions prescribed by the combination, or which for other reasons are not acceptable as members of the conference. The methods which have been adopted from time to time to eliminate competition show the futility of a weak line attempting to enter a trade in opposition to the combined power of the established lines when united by agreement. By resorting to the use of the "fighting ship" or to unlimited rate cutting the conference lines soon exhaust the resources of their antagonists. By distributing the loss resulting from the rate war over the several members of the conference each constituent line suffers proportionately a much smaller loss than the one line which is fighting the entire group. Moreover, the federated lines can conduct the competitive struggle with the comfortable assurance that, following the retirement of the competing line, they are in a position to reimburse themselves through an

increase in rates. To allow conferences, therefore, generally means giving the trade to the lines now enjoying it. Only a powerful line can hope to fight its way into the trade, and with the inevitable result, if successful, that it will join the combination or be allowed to exist by virtue of some rate understanding.

* * * * *

4. *Conference lines, through their monopolistic powers, so completely dominate the shippers with whom they deal that these shippers can not afford, for fear of retaliation, to place themselves in a position of active antagonism to the lines by openly giving particulars of their grievances.* This condition is well illustrated by the frequency with which communications, addressed to the committee, referred to the confidential nature of the information furnished. The various lines constituting a conference have the same interests, and their organization is effective. Shippers, on the contrary, live far apart, and because of their different and frequently antagonistic interests can only combine for mutual protection with the greatest difficulty. [Italics ours.]

In another section of the report the committee again referred to the difficulty it experienced in securing witnesses who dared to testify regarding the practice of the pool lines, saying (p. 417):

> *A considerable number of complaints were also filed* with the committee objecting to excessive rates, discrimination between shippers in rates and cargo space, indifference to the

landing of freight in proper condition, arbitrariness in the settlement of just claims, failure to give due notice to shippers when rates were to be increased, refusal to properly adjust rates as between various classes of commodities, and the unfairness of certain methods—such as fighting ships, deferred rebates, and threats to refuse shipping accommodations—used by some conference lines to meet the competition of nonconference lines. *Unfortunately the truth of many of these complaints could not be ascertained* because of the confidential nature of the information furnished. As pointed out in the report (p. 306), it seemed to be the general impression among shippers who filed complaints with the committee that the conference lines—

> so completely dominate the shippers with whom they deal that these shippers *can not afford, for fear of retaliation, to place themselves in a position of active antagonism to the lines by openly giving particulars of their grievances.*

Referring to the inherent vices of shipping pools, the committee report continues (pp. 417–418):

> While admitting their many advantages, the committee *is not disposed to recognize steamship agreements and conferences, unless the same are brought under some form of effective Government supervision. To permit such agreements without Government supervision would mean giving the parties thereto unrestricted right of action.* Abuses exist, and the numerous complaints received by the com-

mittee show that they must be recognized. * * *

The committee believes that the disadvantages and abuses connected with steamship agreements and conferences as now conducted *are inherent, and can only be eliminated by effective Government control.* * * * [Italics ours.]

III.

AS TO THE CONTENTION THAT REASONABLE RATES AND IMPROVEMENTS IN SERVICE ARE EVIDENCE THAT COMPETITION HAS NOT BEEN SUPPRESSED.

Defendants contend that competition between them really has not been suppressed even as regards rates or service. Rates, they maintain, are no higher than before the combination, and as to service, they maintain that the lines vie with each other in building new and splendid ships. Precisely the same thing was said in behalf of the combination in the *Union Pacific case,* 226 U. S., 61. This court answered, however, that whatever the present effect upon rates and service, the necessary tendency of suppressing competition among competing carriers is to increase rates and to slacken service. Mr. Justice Day said (p. 88):

> The consolidation of two great competing systems of railroad engaged in interstate commerce by a transfer to one of a dominating stock interest in the other creates a combination which restrains interstate commerce within the meaning of the statute, because, in destroy-

ing or greatly abridging the free operation of competition theretofore existing, it tends to higher rates. *United States* v. *Joint Traffic Assn., supra,* 577. It directly tends to less activity in furnishing the public with prompt and efficient service in carrying and handling freight and in carrying passengers, and in attention to and prompt adjustment of the demands of patrons for losses, and in these respects puts interstate commerce under restraint. *Nor does it make any difference that rates for the time being may not be raised and much money be spent in improvements after the combination is effected.* It is the scope of such combinations and their power to suppress or stifle competition or create monopoly which determines the applicability of the act. *Pearsall* v. *Great Northern Railway Co.,* 161 U. S., 646, 676; *United States* v. *Joint Traffic Assn., supra.* [Italics ours.]

IV.

AS TO THE WISDOM OF PROHIBITING STEAMSHIP POOLS.

On the question whether the combination here assailed is a combination in restraint of trade, it will be found that the contentions of defendants, while in varying forms, all come to this, namely, that it is economically disadvantageous to prohibit pooling combinations among steamship lines. But that is a question of policy for Congress to decide, and Congress has decided it contrary to the view of the defendants. They discuss the matter as if the ques-

tion were, What *should be* the law? when in fact the question is, What *is* the law?

Every argument which is made here based on the economic expediency and alleged necessity of such agreements amongst carriers was made with double force in the *Trans-Missouri Freight Association* and *Joint Traffic Cases*. For there the parties to the agreement were carriers by railroad, which were already subject to a complete system of statutory regulation, but Congress has made no such provision for carriers by water, and unless they are subject to the Anti-Trust Act they are free, as already stated, to exact by combination any rates within their power and are free likewise to attack any line inclined to pursue an independent course.

Obviously, therefore, this defense having been rejected in those cases, for stronger reason it must be rejected here. See further main brief of Government, pages 107–114.

V.

AS TO THE CONTENTION THAT THE CASE HAS BECOME MOOT BY REASON OF THE EUROPEAN WAR.

It is suggested in one of the briefs for the defendants that the General Pool Agreement has become, of necessity, suspended by the European war, and that for this reason the case has become moot.

This contention is conclusively answered by the case of *United States* v. *Trans-Missouri Freight Ass'n*, 166 U. S. 290, 308; see also *So. Pac. Termi-*

nal Co. v. *Interstate Commerce Commission*, 219 U. S. 498; *Boise City I. & L. Co.* v. *Clarke*, 131 Fed. 415 (C. C. A. 9th).

In the *Freight Association Case, supra*, the court said (p. 308):

> The prayer of the bill filed in this suit asks not only for the dissolution of the association, but, among other things, that the defendants should be restrained from continuing in a like combination, and that they should be enjoined from further conspiring, agreeing, or combining and acting together to maintain rules and regulations and rates for carrying freight upon their several lines, etc. *The mere dissolution of the association is not the most important object of this litigation. The judgment of the court is sought upon the question of the legality of the agreement itself* for the carrying out of which the association was formed, and if such agreement be declared to be illegal, the court is asked not only to dissolve the association named in the bill, *but that the defendants should be enjoined for the future.*
>
> The defendants, in bringing to the notice of the court the fact of the dissolution of the association, take pains to show that such dissolution had no connection or relation whatever with the pendency of this suit, and that the association was not terminated on that account. They do not admit the illegality of the agreement, nor do they allege their purpose not to enter into a similar one in the immediate future. On the contrary, by

> their answers the defendants claim that the agreement is a perfectly proper, legitimate, and salutary one, and that it or one like it is necessary to the prosperity of the companies. [Italics ours.]

Indeed, much stronger reason exists for not holding the present case moot than existed in the *Freight Association Case.* In the *Freight Association Case,* as shown by the excerpt from the opinion quoted above, the agreement was dissolved by the voluntary action of the parties. The dissolution had no connection with the pending suit and the court might properly have presumed it final. In the present case at most the agreement is merely suspended by force of circumstances. The parties have given no assurance that they will not renew it at the close of the war, but on the contrary insist upon their right to do so, and indeed insist upon the necessity of doing so.

In *United States* v. *Prince Line,* 220 Fed. 230, precisely the same contention now advanced was rejected by the Circuit Judges of the second circuit.

G. CARROLL TODD,
Assistant to the Attorney General.
THURLOW M. GORDON,
Special Assistant to the Attorney General.
NOVEMBER, 1915.

○

In the Supreme Court of the United States.

OCTOBER TERM, 1914.

THE UNITED STATES, APPELLANT, *v.* HAMBURG-AMERIKANISCHE PACKET-FAHRT Actien-Gesellschaft et al.	No. 702.
HAMBURG-AMERIKANISCHE PACKET-FAHRT Actien-Gesellschaft et al., appellants, *v.* THE UNITED STATES.	No. 784.

APPEAL AND CROSS-APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

MOTION BY THE UNITED STATES TO ADVANCE.

Comes now the Solicitor General, and in accordance with the provisions of the Expediting Act, 32 Stat. 823, as amended by the Act of June 25, 1910, 36 Stat. 854, respectfully moves the court to advance the above-entitled causes for hearing on a day convenient to the court during the next term.

This is a proceeding in equity by the United States under the Act of Congress of July 2, 1890,

ships," but the bill was dismissed as to other prayers for relief on the ground, *inter alia:*

That the contract and methods employed by defendants, outside of the "fighting ships," as alleged in the petition, did not constitute an "unreasonable" or "undue" restraint of trade within the meaning of the Antitrust Act as construed in the decisions of this court in the cases of *Standard Oil Company* v. *United States,* 221 U. S. 1, and *United States* v. *American Tobacco Company,* 221 U. S. 106.

The decision is one of general public importance, and it is believed that the questions involved should be settled as promptly as possible.

Opposing counsel concur.

JOHN W. DAVIS,
Solicitor General.

May ~~JANUARY~~, 1915.

Office Supreme Court, U. S.
FILED
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JAMES D. MAHER
CLERK

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1915

No. 289

THE UNITED STATES OF AMERICA, Appellant,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, *et al.*

No. 332

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, *et al.*, Appellants,

v.

THE UNITED STATES OF AMERICA.

BRIEF FOR AMERICAN, ANCHOR, DOMINION, HOLLAND-AMERICA, RED STAR AND WHITE STAR LINES AND DEFENDANTS COVERLY, FRANKLIN AND GIPS, APPELLEES

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for American Line, Anchor Line, Dominion Line, Holland-America Line, Red Star Line, White Star Line, and Defendants Coverly, Franklin and Gips.

The Evening Post Job Printing Office, Inc., 156 Fulton St., N. Y.

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IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1915

No. 289.

THE UNITED STATES OF AMERICA, Appellant,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, *et al.*

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v.

THE UNITED STATES OF AMERICA.

BRIEF FOR AMERICAN, ANCHOR, DOMINION, HOLLAND-AMERICA, RED STAR AND WHITE STAR LINES AND DEFENDANTS COVERLY, FRANKLIN AND GIPS, APPELLEES

STATEMENT

The above named defendants do not appeal from the decree of the District Court, but are here solely as appellees.

The bill was filed January 4th, 1911, in the Circuit

Court for the Southern District of New York, against thirteen Steamship Companies, six of which are British corporations, one Canadian, two German, one Dutch, one Belgian, one Russian, and one, the International Mercantile Marine Company, is a New Jersey corporation. The individual defendants are the New York agents of the several lines.

The bill is summarized at pages 12-18 of the Government's brief. What the Government considers to be the substance of the defense is stated at pages 38-9 of its brief. The answers of the appellees in whose behalf this brief is filed are at 11 R. 66-122.

The substance of the defense detailed in these answers is—and we shall argue here—that neither on the face of the Conference agreement nor in its purposes or effects is it contrary to the Sherman Act; that, so far from being detrimental to the public interest, it is beneficial to the public as well as to the Steamship Lines and is a necessary method of conducting the steamship business; that steerage rates under this agreement are not excessive, but, on the contrary, are reasonable; that the oppressive and illegal acts charged by the Government (which we shall show have not been proved) have no necessary connection with the Conference agreement and in no way affect its validity.

In making this argument we shall keep constantly in mind the guiding principles enunciated by the Chief Justice in the *Standard Oil Case,* namely, that if a contract unduly restrains trade and thus falls within the

condemnation of the Sherman Act it cannot be excepted from its operation by a finding that it was a reasonable contract; that in determining whether the contract is in fact prohibited by the Sherman Act it is proper to consider the facts surrounding its making, as well as the character of the parties; and that injury to the public is the foundation upon which the prohibitions of the statute rest. 221 U. S. 1, 65, 67, 78.

The Decision of the District Court

The opinion of the District Court by Lacombe, *C. J.*, is at 10 R. 5127-33, and is reported in 216 Fed. Rep. 971. It is based on the decisions of this Court in the *Standard Oil Case* and the *American Tobacco Case*. Judge Lacombe said (fols. 15387-8):

"To determine whether any particular course of conduct is or is not 'undue' or 'unreasonable,' involves, of course, a consideration of all the surrounding circumstances, which may be multifarious."

He observed that under the same state of facts different decisions might be arrived at as to the reasonableness of certain transactions. As to the facts of this case he found (fols. 15391-3) that fighting ships constituted an unreasonable method of conducting the business. He said (fols. 15393-4) that the testimony did not satisfy the Court that any of the defendants had charged excessive or exorbitant rates for the transportation of passengers "especially when it is considered that vastly more in the way of safety,

speed, sanitary conditions, physical comfort, etc., is now given to the passenger than was given to him before these agreements and conferences were entered into". As to the Government's argument with respect to agents he found (fols. 15394-5) that this method of business was unobjectionable, dealing, as it did, "merely with the control of defendants' agents, who are free to accept or decline such agency", and said that in view of the deplorable conditions which existed before it was adopted "it would seem that such an arrangement has greatly benefited the travelling public". On the main subject matter of the controversy, the controlling of transportation so as to allow proportionate shares to the different defendants, he found (fols. 15396-8) that the method adopted by the defendants "is a reasonable one, which so far from restraining trade really fosters and protects it by giving it a stability which insures more satisfactory public service for all concerned".

The Government suggests (Brief, pages 118-24) that the District Court fell into the error pointed out by this Court in the *Standard Oil Case,* by seeking to remove from the prohibitions of the statute acts which the statute prohibited, by a finding that they were reasonable. We confidently assert that this suggestion can only arise from an utter misapprehension and misunderstanding of the District Court's opinion. Judge Lacombe makes it perfectly clear that his words "course of conduct" refer to the making of the agreement in suit, as well as the acts of the defendants under and outside of that agreement. Thus at fol. 15396 he refers

to "the controlling of transportation so as to allow proportionate shares of it to the different defendants," etc., and at fol. 15381 he refers to "the various agreements and conferences which together constitute the combination."

This Has Become a Moot Case

Before proceeding to our argument we deem it proper to direct the attention of the Court to the fact that by the operation of events, as well as by the terms of the agreement itself, the agreement is now dissolved, and there seems to be no longer a subject matter of controversy. As the bill shows, among the parties are corporations of Great Britain, Germany, Belgium and Russia, countries now at war, by reason of which the agreement, being in effect a partnership between these corporations, is absolutely at an end and all further transactions under it are void and illegal. All commercial intercourse between these parties has been prohibited, as can be judicially noticed. *Montgomery* v. *United States,* 15 Wall. 395; *United States* v. *Lapène,* 17 Wall. 601; 7 Moore's International Law Digest, 244, 250. In *United States* v. *Prince Line,* 220 Fed. Rep., 230, 231, 234 Lacombe, *C. J.*, in the District Court for the Southern District of New York, said that a similar agreement between British and German corporations had been practically dissolved by the war, and suggested that the decision of the case was not a determination of live issues, but merely the performance of an autopsy. Under articles 23, 24 and 25 of

the agreement, 1 R. 67-72, many things are to be performed in England and in Germany, where obviously they cannot now be performed. By article 27, 1 R. 73, the withdrawal of any Line from the contract releases all other Lines from all future obligations unless the latter agree among themselves to continue the contract.

We need not argue at length that ordinarily this Court will not entertain moot cases or cases in which the issues have already been settled by lapse of time or otherwise. See *Richardson* v. *McChesney,* 218 U. S. 487; *Bucks Stove etc. Co.* v. *American Federation of Labor,* 219 U. S. 581; *Gompers* v. *Bucks Stove & Range Co.,* 221 U. S. 418, 451; *Wingert* v. *First Natl. Bank of Hagerstown,* 223 U. S. 670; *Little* v. *Bowers,* 134 U. S. 547; *Board of Flour Inspectors* v. *Glover,* 160 U. S. 170; *California* v. *San Pablo & T. R. Co.,* 149 U. S. 308; *San Mateo County* v. *Southern Pacific R. R. Co.,* 116 U. S. 138; *Mills* v. *Green,* 159 U. S. 651; *Jones* v. *Montague,* 194 U. S. 147. This case is not like *United States* v. *Freight Association,* 166 U. S. 290. There, as Mr. Justice McKenna said in *Southern Pacific Terminal Co.* v. *Int. Comm. Comm.,* 219 U. S. 498, 515, there was an attempt to defeat the purpose of the suit by a voluntary dissolution of the agreement. Here the dissolution took place by operation of law without any act or fault on the part of the defendants.

These defendants, however, do not seek to avoid the decision of this Court if the Court is of opinion that the appeal may properly be entertained.

Results of Congressional Investigation of the Matters Now Before this Court

At the outset of our discussion of the merits we refer to the investigation of the Committee of the House of Representatives on the Merchant Marine and Fisheries under House Resolution 587, 62d Congress, 2nd Session. The resolution directed the Committee "to make a complete and thorough investigation of the methods and practices of the various ship lines * * * engaged in carrying our oversea or foreign commerce * * * and the connection between such ship lines and railroads * * * and to investigate whether any such ship lines have formed any agreements, understandings, working arrangements, conferences, pools, or other combinations among one another, or with railroads, * * * for the purpose of fixing rates * * * or for the purpose of pooling or dividing their earnings, losses, or traffic, or for the purpose of preventing or destroying competition; * * * and said committee shall further investigate whether the conduct or methods or practices of said foreign steamship lines are in contravention of our commercial treaties, *or in violation of our laws,* and what effect said methods and practices have on the commerce and freight rates of the United States; and shall further investigate what effect such combinations, agreements, understandings, working arrangements and practices * * * of railroads and oversea shipping lines, * * *, if any are found to exist, have on the commerce and freight rates of the United States, and *whether the same are in violation of the laws of the United States.*" (Italics ours.)

The Committee particularly considered the Conference agreement here in suit and investigated the workings of similar agreements throughout the whole steamship world, and the entire investigation was made with

a thoroughness that probably has not been surpassed in any Congressional investigation. Substantially all of the evidence in this suit was before the Committee. The conclusions and recommendations of the Committee are given at pages 415-421 of Volume 4 of its report. At pages 416-7 the Committee says:

"It is the view of the Committee that open competition cannot be assured for any length of time by ordering existing agreements terminated. The entire history of steamship agreements shows that in ocean commerce there is no happy medium between war and peace when several lines engage in the same trade. Most of the numerous agreements and conference arrangements discussed in the foregoing report were the outcome of rate wars, and represent a truce between the contending lines. *To terminate existing agreements would necessarily bring about one of two results: the lines would either engage in rate wars which would mean the elimination of the weak and the survival of the strong, or, to avoid a costly struggle, they would consolidate through common ownership. Neither result can be prevented by legislation, and either would mean a monopoly fully as effective, and it is believed more so, than can exist by virtue of an agreement.* Moreover, steamship agreements and conferences are not confined to the lines engaged in the foreign trade of the United States. They are as universally used in the foreign trade of other countries as in our own. The merchants of these countries now enjoy the foregoing advantages of cooperative arrangements, and to restore open and cutthroat competition among the lines serving the United States would place American exporters at a disadvantage in many markets as compared with their foreign competitors. (Italics ours.)

"Steamship line representatives, as well as the patrons of the lines, were almost a unit in emphasizing to the Committee the importance and necessity of the

aforementioned advantages of agreements and conferences, and in asserting that these advantages can only be effected by permitting the several lines in a given trade to co-operate in the regulation of their rates and the expeditious handling of their business. Very few of the many exporters and importers, who communicated with the Committee, were opposed to agreements and conferences in themselves, provided they are fairly and honestly conducted."

The Committee expressed decided views against abolishing steamship agreements and conferences. Although it was specifically directed to investigate whether these agreements were in violation of our laws its report contains no suggestion that such agreements are contrary to the Sherman Act, and in its recommendations the Committee expressly recommends that in order to retain the advantages of these agreements and prevent the abuses complained of they be placed under supervisory control. This is very far from saying that they violate our laws. We emphasize the conclusions of the Committee for the bearing they have on the purpose and necessity of the Conference agreement. The Court below found this report "most persuasive to the conclusion that, *in view of the peculiarities of ocean transportation, the method adopted by the defendants*—if purged of its obnoxious feature, the fighting ship—*is a reasonable one, which so far from restraining trade really fosters and protects it by giving it a stability which ensures more satisfactory public service for all concerned*" 10 R., 5133, fol. 15397. (Italics ours.)

FIRST POINT

THE PURPOSE OF THE CONFERENCE AGREEMENT WAS TO PREVENT THE DEMORALIZATION OF OCEAN STEERAGE TRAFFIC AND DESTRUCTION OF THE WEAKER STEAMSHIP LINES WHICH WOULD RESULT FROM RATE WARS AND UNRESTRICTED COMPETITION.

The Government asserts (Brief, page 18) that the fixing of rates is th primary purpose of the Conference agreement. This is hardly true. Rate fixing is only a means of avoiding ruinous competition. The gist of the entire agreement is found in Article I, which reads:

"The Companies before named guarantee to each other the percental participation, as defined and provided for in Article 3 of this Contract, of the entire steerage traffic forwarded by the parties to this Contract from all European Ports to and via the United States of America and Canada and *vice versa* in vessels owned, leased, chartered or controlled by them without regard to the flag. Excepted are Italian and Oriental passengers forwarded by direct steamers through the Straits of Gibraltar (Oriental passengers mean passengers to or from Greece, Africa and Asia)" 1 R. 51.

Every other material provision of the agreement is directed to the fulfillment of this purpose. The agreement does not purport to apportion the entire steerage traffic of the North Atlantic, but only the traffic "forwarded by the parties to this contract." It fixes the percentage of steerage passengers to which each line

is entitled, and provides for payment by a line of compensation for steerage passengers carried in excess of its agreed percentage and for compensation to a line carrying less than its percentage.

The Government has adduced no evidence as to the purpose of the agreement except as it would have purpose inferred from the acts alleged, and has contented itself with the rather frequent characterization of these acts as conspiracy and monopoly. But monopoly inappropriately describes combination under the agreement. It cannot be said that the motive of the defendant lines was to gather to themselves the entire steerage traffic or to drive others lines out of business. They already had virtually the entire steerage traffic and, practically speaking, there were no other lines to be driven out. See *United States* v. *Winslow*, 227 U. S. 202, 216-8. For many years prior to the agreement of February 5, 1908, the defendant lines had done business side by side, both under express and tacit agreements of the same nature. The agreement did not effect a consolidation of separate interests.

In considering the purpose of the agreement it should be remembered that the defendant lines serve different European ports and that geographically they are not all natural competitors for all traffic. The British lines principally serve Liverpool, London, Southampton and Glasgow; the German lines, Hamburg and Bremen; and the Holland-America Line, Rotterdam. It is therefore not unnatural that the lines should desire—and the Conference agreement is

only the natural outgrowth of this desire—to secure to themselves such fixed proportions of the traffic as experience shows they may reasonably expect to carry by their respective lines to and from the ports at which for many years their respective businesses have been principally centered. If all the lines ran between the same ports a different situation might arise.

The more immediate reasons for making the conference agreement arose from unrestricted competition, rate wars, and the consequent demoralization of ocean trade and destruction of the weaker lines. Mr. Franklin testified, 13 R. 1798:

"Q. You say you have operated under this agreement 'AA.' Just prior to the signing of that agreement in February, 1908—I think it was—February 5th, 1908—what was the condition of things in the steamship business? A. A very serious rate war had been in existence.

Q. For how long? A. I would say, about six or eight months—I believe longer than that.

Q. Did you take any part in that? A. I took part in it and I was at that time representing the lines in the United States.

Q. Describe in a general way what the situation was. A. The situation was such that the rates for third-class passengers were reduced to a basis of ten dollars and in some cases as low as $7.50, which rate included not only the commission but the head tax which was paid out to the Government—being an absolutely demoralized condition of affairs.

Q. It is hardly necessary to ask whether there was any profit in such business? A. That meant that the third-class business was carried at a very serious loss.

Q. Do you know what led to the formation, or the

execution of this new agreement in 1908? A. Well, it was unreasonable for the lines to continue such a ruinous fight."

Mr. Lister, of the Cunard Line, testified, 13 R. 1495-7, that for twenty years there had been a series of conferences, practically continuous (fol. 4484), in some of which the notice to terminate was only fourteen days, the result being that any party with a grievance flew to the notice clause and made chaos of the whole business, leading to rate wars and the breaking of all regulations for the conduct of the business (fols. 4485-6); and that Agreement AA was made to "insure more stability in the business" (fol. 4487). He testified (fols. 4488-9):

"Q. Can you state what the effect of rate wars has actually been on the business of the lines? A. The most disastrous effect, not only on the business of the lines, but on everybody concerned; disastrous to the lines in that a very low rate was in operation, disastrous to the passenger in that he did not get all of the comforts that it might have been possible to have given him under different conditions, and disastrous also to the United States, because it encouraged a lot of agents whom the lines, in other times except rate wars, had weeded out of the business drifting in again to the business and endeavoring to book a lot of totally undesirable emigrants."

Mr. Lister further testified that in rate wars he had known third-class rates to be down to £2. and that one line went down to 30 shillings, which meant that a steamship company was doing business at a loss (fol. 4490).

Mr. Cauty, of the White Star Line, particularly

well qualified to discuss steerage traffic and steamship business generally, testified very fully as to the reasons for Agreement AA, 12 R. 1090-5. We quote from his testimony at fols. 3271-5:

"Our first agreement we have any record of dates back to 1880, when there was a Scandinavian pool established, which lasted for a short period, I do not remember how long. But from 1880 to 1888 various agreements were in existence, and from 1889 to 1895 was a very strenuous time in the North Atlantic trade. All agreements went by the board, and this period was one of keen competition between all the Atlantic lines. Each line did what they thought best, and rates went down to an absolutely unremunerative level.

Q. Such as, for example? A. Well, I think it went down to £2. I think the rate that Mr. Ismay mentioned is one that has been resorted to in a subsequent rate war. I think we went down to £2. I believe it was 30/—, but I am not sufficiently sure about it to make the statement definitely, but I can safely say £2, and I think the result of this competition is very instructive, because if we look at the list of companies who were engaged in the Atlantic trade in 1880 and those who were left in after this rate war, we find there were a good many names missing. The Inman Line went into liquidation. The Beaver Line got into very serious difficulties, and was subsequently bought up. The Guion Line and the National Line went out of the business. The Warren Line started carrying passengers, but also went out of business, and the State Line was subsequently amalgamated with the Allan. All these troubles arose, I may say, during those six years or thereabouts, and I think the lesson we have to learn from time is that if these conditions had been continued, they had only to be continued long enough for the Atlantic travel and the whole Atlantic trade to be left in the hands of one or two of the strongest companies. When the lines

got together in 1895 we do not find any line then standing back. We find everybody very, very anxious to remedy this very unfortunate state of affairs. The lines then got together, and that first agreement in regard to Continental business which has been put in as evidence which allotted the British lines a share of the Continental business, was arrived at, and I may say that that is really the foundation stone of our present agreements. It is true the negotiations have not proceeded along a smooth path always. We have had breaks in our peaceful relations, in 1903 to 1908 we were again more or less at loggerheads with one another. But the fight in those days was comparatively a short one. We only got to reducing rates towards the end of the period, and it was in 1908 that our present agreements were established."

Mr. Cauty is corroborated by Mr. Hannah of the Allan Line Steamship Company, 13 R. 1436-8.

The purpose of the agreement as thus declared by those most competent to know would seem to have been honest and commendable. So far from being an attempt at monopoly, its tendency is to the contrary. It can hardly be doubted that some of the stronger steamship lines, parties to the agreement, could by ruthless competition, had they so desired, have driven out of business the weaker parties. Had monopoly been the object, an agreement whereby the weaker lines were assured of life by being given a certain percentage of traffic, and whereby lines overcarrying were to make compensation to those undercarrying their percentages, would appear to have been about the most ineffective means that could have been chosen to accomplish the desired result.

SECOND POINT

THE PURPOSE OF THE CONFERENCE AGREEMENT AS THUS SHOWN AROSE FROM A REAL NECESSITY, PROVED BY THE TESTIMONY OF STEAMSHIP MEN OF THE WIDEST EXPERIENCE AND THE GOVERNMENT'S OWN WITNESSES.

Necessity is the first law of any business. But the Government takes no account of this. Having instituted this suit before the decision in the *Standard Oil Case,* it has proceeded throughout on the theory that if any restraint of trade could be shown, whether the public were thereby injured or not, its case would be established.

Nevertheless, this Court will not find the methods of the defendants in conducting their business improper unless some other method less prejudicial to the public can be shown. This country has been and is now almost entirely dependent for its freight and passenger transportation on foreign steamship lines. The welfare of the country demands that the steamship business be conducted and maintained with a high degree of efficiency, and that it be neither hampered nor destroyed.

In considering the questions submitted the Court will bear in mind that conditions on the ocean are entirely different from those on land. Indeed, in this case the physical and geographical conditions are such that the Conference agreement cannot create a monopoly. It is utterly beyond the power of the Conference Lines to keep other lines off the seas

or out of the ports, and they have not sought to do so. Given the requisite capital and ships, a new line may in normal times establish itself in business any day and secure such traffic as the natural competition between the total number of lines afloat for the total traffic will permit.

The positive and unanimous opinion of the steamship men who testified, whether witnesses for the Government or for the defendants, based upon experience and reasoning which demand respect, is that Agreement AA and similar agreements are absolutely necessary to the favorable conduct of the steamship business, both from the point of view of the lines and of the public. Mr. Richard, 40 years in the business, who represented various non-conference lines, 12 R. 790, fol. 2369, testified, 12 R. 938, fol. 2812:

"And I was going to say before that if the Court should hold this working agreement illegal the commissioner of general emigration of the United States or some such commissioner as the Interstate Commerce Commission will have to be empowered to fix rates also, otherwise some of the steamers, if not some of the lines, especially the weaker lines, will have to go out of business entirely, with the result that commerce between the United States and Europe will be curtailed."

At page 929, fol. 2786, Mr. Richard said the Conference was good for the weak lines because it protected them and put them on a parity with the stronger lines.

Mr. Cauty, in the business since 1886, 12 R. 1046, said, 12 R. 1096-7, fols. 3287-90:

"My own opinion is undoubtedly that we could not continue to maintain the business on a satisfactory ser-

mal level without agreements. I do not think it is possible, the jealousies of the different lines and the different interests are too keen, and given that unrestrained competition and low rates there is only one conclusion that one could expect, and that is the elimination of all the weaker lines and the monopoly in the hands of the stronger lines.

* * * * * *

"Q. What effect do you think that would have upon the character of the services rendered to the traveling public? A. I think the services rendered to the traveling public would be very much curtailed.

* * * * * *

"Q. And frequency of sailings? A. And frequency of sailings and accommodation on board ship would all suffer. In fact, I think that those who cross the Atlantic, those mercantile interests which require constant communication across the Atlantic, would all be very seriously prejudiced by a termination of rate agreements, pooling agreements, between the lines."

Mr. Hannah, 45 years in the business, 13 R. 1432, after stating that he believed it absolutely necessary that there should be understandings among steamship lines by way of regulating competition, said, 13 R. 1436, fols. 4307-8:

"Q. Now go on and tell me why from your experience you believe it necessary? A. The Inman Company, with which I was identified from 1869 until it went out of existence, was at one time one of the most prosperous lines, and it was followed into business by the National Line, established to do the same class of business, and later by the Guion Line. Those three lines were strong lines in the trans-Atlantic trade. They all perished because of unregulated competition. I might add to that also the Monarch Line, which came into business later, and still later the State Line.

So there are five lines that perished in the trans-Atlantic trade. Five out of eight British lines that did not survive."

At page 1449, fol. 4347, Mr. Hannah gave it as his opinion that a line could not be maintained without some stability of rates, and said, page 1450, fol. 4348:

"Many a voyage has been made when the total returns of the voyage are not half of the amount of the disbursements, and the lines kept on as long as they could, hoping that times would change and things would improve and rates would be better and largely from the fact of disagreement amongst themselves and the strong trying to oppress the weak they went out of existence."

At pages 1465-6, fols. 4395-6, Mr. Hannah said:

"Q. The condition which you have spoken of under the conference I think you have said protects the weaker lines, does it not? A. Yes, by a differential rate.

Q. That is, the weaker lines are able to live, whereas they could not live if there wasn't those agreements; is that the idea? A. Exactly, that is the idea.

Q. And those agreements also contemplate, do they not, a certain fixity or stability of rates? A. Yes, they do; stability of rates."

Mr. Lister, 21 years in the business, 13 R. 1493, testified, 13 R. 1517-8, fols. 4549-50, 4552:

"Q. From your experience in the steamship business can you state whether it is possible, under present conditions, to maintain a passenger line from Europe to the United States which shall comply with the requirements of statute in England and in the United States and with the demands of the public unless the

passenger rates are practically stable? A. It is absolutely impossible.

* * * * * * *

"Q. From your experience in the steamship business can you state whether it is possible in the North Atlantic passenger trade to maintain stable rates without agreements between the lines? A. You cannot maintain stable rates without agreements between the lines.

Q. And have the lines ever been able to make stable rates without agreements between themselves? A. Never."

After stating his opinion that if agreements between the passenger lines were prohibited the business would become demoralized, Mr. Lister said, 13 R. 1563-4, fols. 4689-90:

"Q. Would such a condition, in your judgment, lead to losses which would result in the retirement of some lines? A. I think it would. You would find that the lines, if there were no agreements, for a time would try and keep a fairly average rate for the carriage of their passengers, but if one line saw then that it was not getting its passengers against another line it would naturally tend to reduce rates and then the battle would be to the strongest, of course."

He continued, fol. 4691, to the effect that the steamship companies themselves, in the absence of any government on the ocean, tried to devise rules for carrying on business and controlling the conditions of traffic on the sea just as a country devises laws for the conduct of passengers and traffic on land, a sort of local self-government of the sea. He said, fol. 4692, that stable rates were every bit as important to the public as to

the steamship lines. As bearing on the relation of Agreement AA to the building of new ships, Mr. Lister testified, 13 R. 1502, fols. 4504-6:

"Q. Can you state what effect the making of the AA agreement had in making possible the ordering of those ships? A. Yes, I think I can say that with the AA Agreement behind them the steamship companies felt that they could embark out and build new ships. It is perfectly obvious that if there was no stability in the business we could not embark out and put a lot of capital in new ships. You might enter an agreement which was subject to fourteen days, or even a month's notice, and at any time you might order a ship costing a very large sum of money and directly you have ordered that ship they get a rate war and the natural disorganization that follows a rate war would—we launch the new ship at a time when it was bound to be a most unprofitable undertaking. With the AA agreement the lines feel they have something behind them which enables them to build these new ships, to obtain all the improvements that time shows and to provide better transport for the passengers."

Mr. Franklin, in the business since 1891, 13 R. 1796, testified as follows, 13 R. 1799-1800, fols. 5396, 5397-8, 5399:

"I do not see how the steamship passenger business can be conducted satisfactorily without agreements, just as any other transportation business. It requires agreements.

* * * * * * *

"The necessity is exactly the same as the necessity in the case of the railroads. If the railroads or the steamboats did not have these agreements all the best trains would get all the business and the largest steamers would get all the business and it would mean the survival of the fittest and the man who could put

out the greatest number of steamers could control the business.

* * * * * * *

"Q. I want to know what, generally, in your opinion, is the reason for establishing a system similar to 'AA' for third-class passengers? A. If we did not have an agreement similar to 'AA' the line that could put in, from year to year, new steamers, would gradually absorb all the business. The agreement 'AA' gives and retains for the weaker lines their share of the business that they have established."

Speaking of the American Line, he said, 13 R. 1806, fol. 5416:

"Q. What do you say as to the effect on that line of a rate war—a period without agreements among the lines? A. The effect upon that line would have been—a continuation—a rate war would have been a very serious proposition for that line to fight—to have faced.

Q. Why? A. Because it is not a profitable service now and under these conditions they would be running at a very heavy loss."

The cost of ships built in American yards is 40 per cent. greater, and the cost of operation under the American flag is about 30 per cent. greater than the cost of building abroad and of operating foreign ships. As to running such ships without agreements, Mr. Franklin said, page 1808, fols. 5422-3:

"It would be more difficult for a steamer built in America under the American flag to compete with a foreign flag steamer without an agreement, because the American steamer is operating under a very great handicap at any rate.

Q. Such as you have described? A. Such as I

have described; in the cost of construction and cost of operation. Now, if she has got to be under a further handicap it is an absolutely impossible proposition."

Speaking broadly as to all lines, Mr. Franklin said, 13 R. 1810, fols. 5430-2:

"Q. Mr. Franklin, from your experience in the steamship business, do you think it possible for passenger lines to be run on the North Atlantic route now in a manner which would conform with statute in the United States and England and which would conform to the requirements of the public unless passenger rates are relatively stable? I mean, for any considerable period of time? A. You could run them, but you would be running the risk of incurring heavy losses; therefore, it depends upon your financial arrangement as to how long you could run them.

Q. Could passenger lines now operating in the North Atlantic be run for any considerable period of time in the manner that the public now require unless the passenger rates were relatively stable? A. Those of the stronger lines that have large interests elsewhere could be run indefinitely, but the weaker lines depending upon the results of operating across the North Atlantic would have to drop out unless reasonable and stable rates were maintained."

Q. Is there any method by which reasonable and stable rates—passenger rates—can be maintained on the high seas, except by agreement of some sort between the lines? A. Not in my opinion."

Referring to the improvement in the quality of steamers, he said, page 1813, fol. 5439:

"The present magnificent steamers would probably not have been constructed if it had not been for the passenger agreements that existed from time to time."

Mr. Winter, in the business since 1885, 13 R. 1730, testified 13 R. 1740, fol. 5218:

"Every rupture we have had has practically had a tendency to bring us together again with a view of establishing stable rates and stable conditions. Without them we cannot favorably conduct the business."

Mr. Straus, in the business 25 years, 12 R. 735, testified 12 R. 773, fol. 2319:

"Q. Now, without some conference agreement, some arrangement between the lines, would it be possible for the lines to build up the present fleet of steamers, differing from your own fleet and retain the regularity of service? A. I don't think it would be possible."

And at page 775, fols. 2324-5:

"Q. Then it would not be possible for steamship lines to maintain the present type of steamer and regularity of sailing, consisting of a steamer almost every day? A. I don't think it would be possible for them to keep it up."

Coming from men of such character and experience, this testimony would in any event be entitled to very great weight. It is, of course, such testimony as men closely identified with the making and administration of Agreement AA would naturally be expected to give. But the testimony is positively corroborated and supported by the unanimous conclusions of the Committee on the Merchant Marine and Fisheries of the House of Representatives, quoted *supra,* page 8.

Against the weight of all this testimony as to the

necessity and purpose of the Conference agreement the Government has produced no evidence and now finds itself obliged to rely solely on the legal proposition that mere agreement on rates and pooling are illegal. We submit that proved facts cannot be overcome by the mere assertion of legal propositions.

THIRD POINT

IN CARRYING OUT THE CONFERENCE AGREEMENT THE DEFENDANTS HAVE NOT CHARGED UNREASONABLE OR EXCESSIVE RATES AND HAVE NOT IMPAIRED THE STANDARD OF SERVICE. ON THE CONTRARY, THE RATES ARE AFFIRMATIVELY SHOWN TO BE REASONABLE AND THE SERVICE TO BE IMPROVED.

The Government makes no proof whatever about service. In the Court below it sought strenuously to show that the steerage rates charged were unreasonable and excessive, but apparently has now practically abandoned that attempt. In this Court it contents itself with a foot-note (Brief, page 117) to the effect that certain methods of testing the reasonableness of rates are inconclusive, and with stating that there are grounds for regarding existing rates as excessive. It is undeniably difficult to determine the reasonableness of rates, but the burden is on him who challenges their reasonableness. *Interstate Commerce Commission* v. *Chicago G. W. Ry.*, 209 U. S. 108, 120.

The Government now asserts (Brief, pages 2 and 115) that it is unnecessary to show that the rates are unreasonable, and practically rests its entire case for cancellation of the agreement (except as to three collateral matters which we shall discuss in our next point) upon the proposition that any agreement on rates is prohibited by the Sherman Act.

The Government's virtual silence as to service and rates is in itself a strong argument for the defendants. We shall, however, show affirmatively that under the Conference system the rates have been reasonable and the service improved, for these facts have a bearing on the purpose of the agreement and show the absence of injury to the public interest. The reasonableness of rates depends to a large extent on the character of the service and the testimony as to both rates and service is closely correlated.

In the Court below the Government took the position that $21 was a profitable steerage rate. This is the figure to which rates were reduced in the competition between the Conference and non-Conference Lines. Fourman, 11 R. 569, fol. 1707. For the purpose of the Government's argument with respect to fighting steamers this was the low rate which caused the other lines "serious losses" and forced them out of business. Now, either that rate is profitable or it is not. If it is, the non-Conference lines must have given up business for some other reason than low rates made by fighting steamers. If it is not, and the non-

Conference Lines were forced out by such a rate, it cannot be argued now that higher rates are excessive.

Mr. Winter of the Cunard Line testified, 13 R. 1750, fols. 5248-9:

"Q. Supposing you had a five thousand ton boat and carried one thousand passengers on that boat at a $21 rate, that rate would not necessarily result in a loss? A. It might.

"Q. Not necessarily? A. The probability would be that it would. One single trip cannot determine the reasonableness of a rate. That is quite impossible. Because you carry one thousand immigrants, that would not enable you to run a boat successfully.

"Q. From your experience it is possible for you to make a profit? A. Not unless the first and second-class cabins and freight would combine to do it.

"Q. Take the ordinary voyage? A. No—$21 would not bring a profit."

Mr. Hannah said, 13 R. 1478-9, fols. 4434-5:

"It is pretty difficult to determine just the loss on a steerage passenger, because, no doubt, as Mr. Ismay or someone else explained, the total earnings of the steamer are taken, the earnings from the cargo, from cabin passengers and second cabin passengers and steerage passengers that take the trip, the voyage, we will say that is all added together; the disbursements for the voyage of the steamer is taken on the other side of the same book and it is either a profit or a loss. A ship may have a large passenger list and still have a loss if she has practically no cargo. So it is very difficult to answer that question yea or nay. It depends on other conditions, whether they would be profitable or unprofitable. For instance, I should think it would be very much better to have a thousand passengers at $25 apiece than one hundred passengers at $35 apiece."

Mr. Thomas said, 12 R. 663, fol. 1987:

"Passengers can be carried on *certain classes* of ships from $20 up and make money." (Italics ours.)

"Q. Everything depends on the kind of ship it is? A. You could not carry them on the *Lusitania.*"

And Mr. Straus said, 12 R. 774, fol. 2322:

"You will have to have a large number of passengers in order to make any profit out of a rate like $20. The ship must be practically full."

Mr. Thomas said, 12 R. 651, fol. 1953, that the cost of carrying steerage passengers by the Uranium Line was "around about $12"; but at pages 676-7, fols. 2027-9, he testified as follows:

"Q. Now what are the elements again that you have taken into consideration in arriving at your estimate of the cost of carrying steerage passengers, New York to Rotterdam and Rotterdam to New York? A. All of the items, all of the expenses that the ship is put to in carrying those passengers; in other words suppose that ship carried nothing but cargo, there would be no expense at all for passengers; all the additional expense she is put to in carrying passengers, such as stewards, feeding these passengers and stewards, the upkeep and care of the passenger department, but that does not cover the running expenses of the ship, such as the steamship expenses.

"Q. The coal? A. Does not cover the coal, does not cover the crew, except the stewards; does not cover any of the officers, does not cover the insurance, does not cover any port expense, does not cover the depreciation. According to our disbursements account it might show $20 a passenger profit and yet the ship might make a large loss."

And Mr. Cauty testified, 12 R. 1070, fols. 3209-10:

"It varies a great deal according to the number of passengers carried on ship. That does not take into account what we call the steamship expenses, coal, the upkeep of the ship, the engine repairs, insurance, etc."

And at page 1076, fols. 3227-8:

"Q. What elements of cost have you left out of that calculation? A. Well, we have left out the insurance of the ship, for instance, to which all the earnings must contribute. We have left out the establishment charges on shore. We have large offices to maintain. We have left out the running expenses of the ship, the payment of the crews of the deck and engine department, the engine department repairs, and the cost of the coal. I think that is about all that I can think of at the moment.

"Q. Have you taken into consideration the salaries of the various officers? A. No. We only take into consideration the victualling department expense; that is to say, the stewards' wages when actually attending on the people."

The average steerage rate is taken by the Government to be about $35. It has fluctuated between that figure and $30. Winter, 13 R. 1749, fol. 5247. In April, 1908, the lines of the International Mercantile Marine Company reduced their Continental rate to $28, 7 R. 3341, fol. 10022. In July, 1909, the American Line reduced both its British and Continental rates, 8 R. 4106, fol. 12317. Mr. Hannah said the highest rate of the Allan Line was $31.25, 13 R. 1445, fol. 4334.

This rate is lower than the rate of the early days.

Hannah, 13 R. 1440, fols. 4318-9; Richard, 12 R. 932, fol. 2794. Never before has the steerage passenger got so much for his money as now. Lister, 13 R. 1506, fol. 4518; Franklin, 13 R. 1829, fols. 5486-7; Winter, 13 R. 1740, fol. 5219. Yet during the last twenty-five years the expenses of maintaining steamship service, including ship building, wages and provisions and expenses imposed by Government requirements have increased very largely. Lister, 13 R. 1507-14; Hannah, 13 R. 1443, fol. 4328. Mr. Franklin said that the cost of operation with respect to every line, every class of passenger and every part of the business had increased tremendously in the last three years. 13 R. 1803, fol. 5409.

The record contains no end of expert testimony as to the reasonableness of rates. Mr. Richard said: "They are very reasonable." 12 R. 814, fol. 2440. He said that the test of a reasonable rate was the dividends the different companies pay. 12 R. 828, fol. 2483. He also said that he considered $20 an unreasonable rate, and that if such a rate were made the lines would be forced to suspend numbers of their sailings. 12 R. 821, fol. 2462.

Mr. Straus, said:

"A fair reasonable rate in my judgment for third class passengers would be from $35 to $40." 12 R. 774, fol. 2322.

Mr. Hannah said: "I think they are very reasonable considering what is done for the passengers." 13 R. 1445, fol. 4333.

Mr. Franklin testified:

"I consider them extremely reasonable, and I think the recent increased costs justify a further increase in the rate." 13 R. 1829, fol. 5486.

Mr. Lister said: "They are reasonable." 13 R. 1518, fol. 4553.

So far as can be indicated by dividends, rates are certainly not excessive. The dividends of the North German Lloyd from 1892 to 1911 averaged 3.95 per cent. 10 R. 5095, fols. 15283-5; and of the Hamburg-American Line from 1847 to 1912 6.958 per cent. 10 R. 5102, fols. 15305-6. Mr. Lister stated that the average dividend of the Cunard Line for the last ten years has been 3.30 per cent., and since Agreement AA 2.75 per cent. 13 R. 1516, fol. 4547. Mr. Ismay said that some of the older vessels of the International Mercantile Marine Company are carrying passengers at a loss. 12 R. 1026, fol. 3077.

A rate of from $28 to $35 for carriage and maintenance with safety and comfort over a distance of some 3,000 miles exhibits on its face a strong presumption that it is reasonable. The Panama Railroad Company and Steamship Line, owned by the Government itself, charges a $30 steerage rate from New York to Cristobal and Colon, a distance of 1985 miles, which rate Vice-President Drake of that Company says at times is remunerative and at others not. 13 R. 1665-6, fols. 4995-6.

In conjunction with the maintenance of reasonable

rates, steerage accommodations and conveniences have increased immeasurably in the last twenty years. Kellermann, 13 R. 1571-7; Hannah, 13 R. 1440-1; Cauty, 12 R. 1089-90. It is unnecessary to quote this testimony at length, since this subject is referred to in more detail in the briefs submitted for other defendants.

In line with these arguments it should not be overlooked that competition between the Conference Lines themselves has not been eliminated.

Mr. Straus of the Russian American Line said, 12 R. 776, fol. 2327:

"We are competing just as much today as we ever did in our lives for every passenger we get."

Mr. Cauty of the White Star Line said that there was competition in every class of the business, and that in the working of the pool a line has to carry approximately its full percentage, and that if it fell behind in making its ships attractive and securing passengers it would suffer in its revenue and would have a difficult case to meet when the renewal of its pool percentage came up for consideration, 12 R. 1088-9, fols. 3262, 3264-5. Mr. Lister of the Cunard Line stated that the various lines are just as eager to get passengers as before Agreement AA, 13 R. 1499, fol. 4496; that the Cunard Line percentage has been increased, 13 R. 1500, fols 4499-4500, and that there is now rivalry between the lines in adding to their fleets, 13 R. 1501, fol. 4502; and Mr. Franklin testified, 13 R. 1802-3, fols.

5406-8, that competition is just as keen as it was before between Conference Lines as well as with the lines outside. The testimony is convincing, and it is common knowledge, that great improvements in safety, speed and comfort have been effected by all the lines in the last few years, and this Court can judicially notice the seemingly endless procession of magnificent steamers which the larger lines have supplied to the traffic.

FOURTH POINT

THE ALLEGED UNFAIR METHODS OF COMPETITION AGAINST LINES NOT PARTIES TO THE CONFERENCE AGREEMENT ARE NO PART OF THE AGREEMENT. THE RULES FOR TICKET AGENTS AND THE SYSTEM OF COMMERCIAL ALLOWANCES OF WHICH THE GOVERNMENT COMPLAINS ARE NEITHER ILLEGAL IN THEMSELVES NOR HAVE THEY BEEN APPLIED TO THE ACCOMPLISHMENT OF ILLEGAL PURPOSES.

The only features of the defendants' conduct in the United States of which the Government makes any serious complaint are (*a*) fighting ships; (*b*) rules for agents; and (*c*) commercial allowances.

It must first of all be observed that these matters are not mentioned in Agreement AA, and in their nature have no necessary connection with it. There is no proof that they have anything whatsoever to do with the agreement or that the doing of the acts men-

tioned would further its apparent purpose, notwithstanding their being incidents of the business of the various lines parties to the agreement, and notwithstanding also their being mentioned in certain minutes of meetings subsequent to the agreement. Properly considered, therefore, the legality of what may have been done in connection with fighting ships, rules for agents, and commercial allowances, has no bearing upon the legality of the Conference agreement itself. If any one of these features should be held illegal the agreement would still stand. The Court below took this view and merely enjoined the use of fighting ships, leaving the agreement itself in full force. In *United States* v. *Terminal Railroad Association,* 224 U. S. 388, 410-11 this Court held that the statute would be vindicated by the elimination of certain administrative abuses.

We shall nevertheless meet the Government's contentions on these points. The District Court having decreed against fighting ships, these defendants do not here contend that they should be permitted to compete in this manner, and we shall only refer to the matter of fighting ships for the purpose of showing that the competition of outside lines was not destroyed as contended for by the Government.

A. THE COMPETITION OF THE RUSSIAN VOLUNTEER FLEET, THE RUSSIAN EAST ASIATIC STEAMSHIP COMPANY AND THE NEW YORK & CONTINENTAL LINE (CONTINUED AS NORTHWEST TRANSPORT LINE AND URANIUM LINE) WAS NOT ELIMINATED BY THE USE OF FIGHTING SHIPS.

In order to meet the competition of these lines the defendant lines reduced the steerage rate on their ships sailing from New York at about the time ships of those lines sailed to about the same figure as that of those lines. The rates, which ranged at various times from $28 down to $21, were not, with one possible exception, undercut by the defendants, and the defendants' rates were sometimes higher. Nyland, 11 R. 459; Lederer, 12 R. 724; Ismay, 12 R. 1021; Cauty, 12 R. 1052, 1110; Lister, 13 R. 1536. Neither did the defendants endeavor to exhaust the traffic by more frequent sailings with low rates, nor did they delay their sailings to meet the sailings of the competing lines named. Passengers have at all times been free to sail by whatever line they chose.

The competition of the Russian Volunteer Fleet, Russian-American Line and the New York & Continental Line had to be met, and the defendant lines had the right to reduce their rates to meet it. Indeed, it is just such competition that the Government is crying for here. Had the lower rates of those lines not been met, the traffic of the defendant lines would have been demoralized for days. Straus, 12 R. 774.

Such a reduction of rates to meet competition evinces no purpose to eliminate competition. Had that been desired it could undoubtedly have been accomplished by any one of the large lines without the coöperation of any other line. Cauty, 12 R. 1109, 1093, fols. 3278-9. The *bona fide* character of this competition is well stated by Mr. Cauty, 12 R. 1110:

"Mr. Guiler: Mr. Cauty, the fair share of the business you have spoken of as somewhat smaller is like the Irishman's share of the whisky—it is at the bottom? A. Oh, no. It is rather interesting when you hear sympathizers of the Uranium Company saying that the Conference ship was put on with the idea of taking all they can get. What do they think the Uranium ship is put on for? The answer is undoubtedly to get all they can. If we put out a ship at a ten dollar rate you could justly accuse us of attacking her unfairly, because we would be using the resources of the Conference Lines on what was manifestly a ridiculous rate. But we do not do that; we have never done that. The Conference has kept its rate up almost invariably at a higher level than the Uranium Company. It is the Uranium Company that has set the pace and then squealed because something has followed."

We come now to consider the Government's charges with respect to each of these lines:

1. Russian Volunteer Fleet.

Mr. Richard, who represented the Russian Volunteer Fleet from July, 1906 to July, 1908, 12 R. 790, fol. 2370, did not suggest any objection to fighting ships on the part of his Line or that its traffic had

thereby been impaired, 12 R. 826-7, fols. 2478-80. He said:

"Q. The Volunteer Fleet went out with full cabin and full steerage? A. Not full steerage. *I think we got a fair share, I think we had better than any other conference line.*

"Q. And notwithstanding that you thought the conference ought to give you their agents too? A. Yes.

"Q. You thought that would be fair and reasonable? A. Yes, because it was the intention of the Volunteer Fleet to have a weekly service instead of a semi-monthly service. We wanted to get more steamers.

* * * * * * *

"Q. In what respect did you regard it as unfair competition? A. In preventing conference agents from representing the Volunteer Fleet. That was my *sole objection* to it." (Italics ours.)

That Line did not go out of business, but only out of the Trans-Atlantic business. Winter, 13 R. 1760, fol. 5280. There may have been many reasons for its discontinuance, and for anything that appears it may have withdrawn because it found more profitable trade elsewhere. In a letter dated January 25, 1911, 12 R. 820, Admiral Radloff, then President of the Russian Volunteer Fleet, stated that

"The Committee of the Russian Volunteer Fleet had decided to suspend their Libau-New York line for reasons of their own that had nothing in common with the attitude taken by the Pool."

The Government states (Brief, page 30) that the vessels of the Volunteer Fleet were "especially fitted

for the North Atlantic steerage traffic." But Mr. Fourman testified on direct-examination, 11 R. 551, fol. 1653, that these vessels were built originally for the Far Eastern traffic between the Black Sea and Vladivostock. Mr. Richard said they were expensive vessels to run and that one of them, the old *Prince Bismarck* of the Hamburg Line, was not especially fitted or equipped for a mechanical running in the North Atlantic under modern conditions, 12 R. 818, fol. 2453. Mr. Gips said that they were good, "at least the speed." 11 R. 485, fol. 1455.

The Government also contends (Brief, page 30) that Conference Line agents made misrepresentations as to the service of the Volunteer Fleet. The only proof cited is a letter written by C. B. Richard & Co. to the effect that an agent had written them saying that two well known Conference agents had approached a reverend gentleman of responsibility after he had bought a ticket by the Russian Volunteer Line and told him that that Line was not fit to send his dog by, had poor steamers and served unfit food. 11 R. 208, fol. 624. This proof is of equal weight with Mr. Richard's complaints against agents' remarks that the steamers were unseaworthy and had been shot full of cannon balls during the Russo-Japanese war and would be liable to sink at any time. 12 R. 797, fol. 2390. When asked if any further remarks were made Mr. Richard said "It is so long ago I don't recollect." 12 R. 797, fol. 2391. The Government cannot seriously contend that this silly talk of ticket agents is

evidence of a purpose on the part of the Conference Lines to destroy the business of the Russian Volunteer Fleet.

2. Russian East Asiatic Steamship Company or Russian American Line.

The contention with respect to this Line is not that it was forced out of business, but that it was forced into the Conference, and this by the identical methods which it is claimed drove the Russian Volunteer Fleet out of the North Atlantic trade! When upon the admission of the Russian American Line to the Conference its percental share of the traffic eastbound was fixed at 2½ and 3 per cent., 5 R. 2683-4, the Conference Lines were very far from showing a purpose to secure all the traffic for themselves.

Mr. Straus testified that the reason this Line sought admission to the Conference was to have the benefit of the reliable agents of the Conference, 12 R. 765-6, fols. 2295-6, and that it felt confident that it could win its way into the Conference. 12 R. 749, fol. 2245. He suggested no objection on its part to fighting ships.

3. New York & Continental Line, Northwest Transport Line and Uranium Line.

These three lines, which in reality represent only one continuous line, are alleged to have been oppressed and put to serious losses by the same methods which the Government alleges were used against the Russian Volunteer Fleet and the Russian American Line. The

evidence as to this, however, is entirely vague and indefinite and is expressly contradicted. Mr. Fourman could not remember whether rates were reduced against the New York & Continental Line, 11 R. 561, fol. 1682, and Mr. Thomas testified, 13 R. 1703, fol. 5107:

"So far as the New York-Continental is concerned the only opposition we had was the new Hamburg Line, which belongs to the Hamburg-American Line."

This new Hamburg Line, according to the best information Mr. Thomas could give, was operated by the Hamburg American Line, 12 R. 645, fol. 1935.

As to the Northwest Transport Line the evidence is, if possible, even more flimsy. There is no evidence that that Line lost money, or that if it did such loss was in any way due to the Conference Lines. The fact that C. B. Richard & Co. retained the money for prepaid tickets in order to have money to refund to purchasers in case the Line went out of business, Straus, 12 R. 766, fol. 2298, indicates that they regarded it as somewhat irresponsible financially.

With regard to the Uranium Line the evidence is of the same nature. Mr. Thomas said he knew nothing about the financial end of the Uranium Line, except that he could tell when a ship makes money. 13 R. 1713, fol. 5137. At page 1709, fol. 5125, he said he believed the Line was making money, and at page 1698, fol. 5093, he said that for quite a while now the Line has been profitable.

The lowest rate at which the Uranium Line and

the others mentioned did business in competing with the Conference Lines, $21, is the rate at which the Government strenuously contended below that steerage traffic could be profitably carried by all the Lines. If higher rates are excessive why should it be contended that the Uranium Line thus suffered severe losses?

Conceding, as it must, that the Uranium Line has not been driven out of business, the Government suggests (Brief, page 33) that it is only saved from insolvency by the fact that certain of its wealthy stockholders guarantee its obligations. The testimony of Mr. Richard, 12 R. 822; Mr. Cauty, 12 R. 1094; Mr. Thomas, 13 R. 1693-1701, and Mr. Smith, 13 R. 1721-7, sufficiently proves that it is a railroad-owned or controlled line and but a mask for the Canadian Northern Railway Company. The financial responsibility of the Uranium Line is somewhat indicated by the fact that Mr. Thomas "may have thought it was a good thing" to have his contract with the Line guaranteed by Mr. Hannah, 13 R. 1696, fol. 5087, who is the third Vice-President of the Canadian Northern Railway Company, 13 R. 1693, fol. 5079.

If figures would have supported the Government's charge that these various lines were robbed of their just share of traffic by fighting ships, it may be assumed that it would have called attention to such figures, as they could readily have been compiled from the Trans-Atlantic Passenger Movement Tables for the years 1906 to 1911, which the Government put in

evidence, 2 R. 593-1041, and from the table for 1912, put in evidence by the defendants, 10 R. 5096. A careful analysis of these tables by the solicitors for the North German Lloyd, at page 28 of their brief, shows conclusively that throughout the period of competition of which the Government complains, the ships of the outside lines secured on an average, trip by trip, well up to the number of steerage passengers carried by any of the Conference Lines, and in many instances even a higher average than the Conference Lines. Government Exhibit 159 (Brief, page 34) is worthless for lack of analysis and comparison with other lines.

According to Mr. Cauty's statement of eastbound steerage traffic, 12 R. 1095, fol. 3285,

"In 1908 the non-pool Lines carried 9.09 per cent. of the business; in 1909, 6.46; in 1910, 11.13; in 1911, 12.77; in 1912, up to July 31, they carried 9.84. The carryings probably of the eastbound business are, of course, much stronger in the second half of the year."

The Holland-America Line statement of eastbound steerage passengers secured by the New York & Continental Line from April to August, 1908, 7 R. 3804, fol. 11410, shows:

"*Volturno*	from New York	April 12th.....	472
"*Avoca*	from New York	May 5th.....	745
"*Jelunga*	from New York	May 10th.....	721
"*Volturno*	from New York	June 6th.....	321
"*Jelunga*	from New York	June 20th.....	259
"*Jelunga*	from New York	July 28th.....	300
"*Volturno*	from New York	Aug. 22nd.....	302

From these facts it is a fair and reasonable conclusion that these three outside lines were not driven out of business by the so-called fighting ships. It is undoubtedly true that the outside lines made less profit than if there had been no such competition; but that is an incident of all competition, and such a detriment to a line, so long as it is not ruinous, is not a detriment to the public, but rather a boon.

B. Rules for Agents.

The petition alleges that pursuant to and in furtherance of the alleged conspiracy the defendants agreed

"that no one of them shall continue in its employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third class or steerage tickets over any independent line in competition with said defendants' lines."

and that this measure was employed as a part of the alleged illegal and oppressive attack on the Northwest Transport Line. 11 R. 32, fol. 95. The agreement alleged is in substance Rule 9 of the Agency Rules, 1 R. 219, fol. 655. As to its being put in force to oppress the Northwest Transport Line, the evidence shows that it existed many years before that line came into existence and before Agreement AA, dating back to November, 1879. Richard, 12 R. 930, fols. 2789-90. The whole body of rules of which that is a part, 1 R. 216-21, was adopted for the proper conduct of the business of the lines. The need for effective control over

ticket agents is shown by the testimony of Mr. Hannah, 13 R. 1451-4, 1489-91, and Mr. Winter, 13 R. 1731-9.

Enforcement of these rules for agents constituted Mr. Richard's sole objection to Conference Line methods. 12 R. 827, 930, fols. 2480, 2789. Perhaps his objection arose partly from the fact that the Russian Volunteer Fleet, of which he was agent, wished to establish a weekly service and thought it only fair that the Conference should give that line the benefit of its agents. 12 R. 827, fol. 2470.

As a mere means of business protection, the lines would seem to have a right to control their agents, in view of the testimony of Mr. Straus that before joining the Conference the Russian-American Line would offer Conference agents more commission than it did its own "in order to induce them to put some of their business over our line." 12 R. 760, fol. 2279. In such methods Mr. Richard admitted that he cooperated with Mr. Straus, and did all he could "to seduce the agents of the Conference," and that in some instances he succeeded. 12 R. 814, fols. 2441-2. Mr. Richard did not think it would be unreasonable for a railroad ticket office to refuse to sell the tickets of a competing railroad. 12 R. 814, fol. 2442.

The Government complains of the disqualification and fining of agents for violation of the agency rules, but has brought no agent to testify in complaint of any treatment received or to deny the justice of such disqualification or fining. Agents have not been arbitrarily disqualified and have been given the option to

remain in the service of the Conference Lines. 8 R. 4040. Nor are they disqualified except by the consent of all the lines. 8 R. 4189, fol. 12567. Appendix II to Agreement AA provides that an agent cannot be disqualified by the lines unless the line employing him proposes the disqualification. 1. R. 78, fol. 232.

The Government suggests that the purpose of Rule 9 was to prevent outside lines from securing the services of agents and to secure a monopoly of the steerage traffic through control of the agents who direct the supply. The purpose seems rather to have been to secure and retain trustworthy agents for themselves. If the argument suggested were forced to its logical conclusion the Conference Lines would be obliged to afford other lines the services of their agents, for failure to do which the securing of traffic through such agents would constitute a monopoly. A complete answer to such an argument is that the Conference Lines have not cornered, or sought to corner, the available supply of persons fit and willing to act as agents. Any agent is free to choose whether he will represent a Conference or a non-Conference Line. It is of no legal consequence that it may be more profitable to represent a Conference Line. The business success of one line and its agents has no bearing on the methods and persons by which another line and its agents can secure business.

Nobody doubts that any one and all of the defendants may themselves refuse to sell tickets for competing lines. They need not put agents in the field at all, and if they do may allow themselves to be repre-

sented on such terms as they desire. They may all choose the same person for their agent, and make it a condition of his employment that he does not at the same time represent other persons. If they were all represented by separate agents upon condition that the respective agents should not serve other persons, a practice quite usual and entirely proper, the effect upon the business of the outside lines would be no different from that complained of. Neither in law nor in morals are the Conference Lines required to allow their agents to aid their competitors. This would place agents in an inconsistent position. So long as the non-Conference Lines have an opportunity to sell tickets either directly or through agents, and the public has every opportunity to buy such tickets in preference to those of Conference Lines—and such opportunity is not questioned—there is no restriction of passenger traffic and no restraint of trade.

It is no restraint of trade to restrict the sale of goods to customers who will refrain from handling the goods of competitors. *Whitwell* v. *Continental Tobacco Co.*, 125 Fed. Rep. 454 (C. C. A., 8th Circ. 1903). By like reasoning there can be no objection to restricting the activities of an agent to the business of a single employer. This situation does not differ in principle from those cases where it is held that rebates in exchange for exclusive trading do not contravene the Sherman Act. See *In re Greene*, 52 Fed. Rep. 104, 117, decided by Jackson, *C. J.*, later Mr. Justice Jackson; *In re Terrell*, 51 Fed. Rep. 213, 215; *In re Corning*,

51 Fed. Rep. 205, 211-12; *United States* v. *Prince Line,* 220 Fed. Rep. 230; *Lough* v. *Outerbridge,* 143 N. Y. 271. In *Dr. Miles Medical Co.* v. *Park & Sons Co.,* 220 U. S. 373, an elaborate scheme for regulating the price of medicines to retailers and the public was declared to be in restraint of trade, but it appears from the opinion of Mr. Justice Hughes and the dissenting opinion of Mr. Justice Holmes at page 411, that had the retail dealers been made agents in law of the plaintiff the prices could have been thus controlled. In *United Shoe Machinery Co.* v. *Brunet,* [1909] A. C. 330, 336, 342-3, the Privy Council upheld as not in restraint of trade leases of shoe machinery whereby the lessee became bound not to use the machinery in the manufacture of shoes the various parts of which were not made by machinery also leased from the lessor. Lord Atkinson said, page 343:

"The respondents are at liberty to hire or not to hire the appellants' machines, as they choose, irrespective altogether of the injury the refusal to deal may inflict upon others. The same privilege entitles the appellants to dispose of the products they manufacture on any terms not in themselves illegal, or not to dispose of their products at all, as they may deem best in their own interests, irrespective of the like consequences."

From these considerations we think it fairly results that the agency system of the Conference Lines does not restrain trade and has not caused injury either to the public interest or to the outside lines.

C. Commercial Allowances.

The Government sees evil in the failure of some non-Conference Lines to secure railroad commercial allowances. For such failure there may have been various reasons on the part of the railroads themselves with which the Conference Lines are not shown to have had any connection. Some non-Conference Lines have received the allowances. Mr. Straus testified that before the Russian East Asiatic Line entered the Conference in 1908 it received allowances, in many instances more than the Conference Lines received, 12 R. 754-5, fols. 2262-3. But however the fact may be, or whatever the reasons, we do not perceive the bearing of these allowances on the charges of monopoly and conspiracy.

The petition makes no charge with respect to commercial allowances, and they are not mentioned in Agreement AA. We do not understand that it is here intended to question the act of the railroads in paying such allowances. The railroads are not parties to this suit. The subject would seem to be entitled to no consideration here. The arguments advanced against them are quite immaterial so far as showing a tendency to restrain trade is concerned. There is no showing that the movement of passengers is in any way restricted on account of such allowances.

Commercial allowances were not forced from the railroads as part of a conspiracy, but they had their origin about 1886 in the competitive struggle by the railroads for immigrant business. McCain, 12 R. 855, fol. 2565; part of the consideration being services

and financial risks assumed by the steamship companies, McCain, 12 R. 875, 877, fols. 2625, 2631. It is hardly an objection to such payments that the steamship lines have to employ agents anyway. They result in a convenience to the immigrant, in that he can buy his ticket through for cash, McCain, 12 R. 861, fol. 2581. Once arrived in this country, an immigrant may travel by any railroad for which he expresses a preference, McCain, 12 R. 856, fol. 2568. The immigrant traffic is apportioned among the railroads by the railroads themselves, and the steamship lines have nothing to do with the apportionment, McCain, 12 R. 863, fol. 2588. The agreement between the railroads pursuant to which the apportionment is made was considered by the Interstate Commerce Commission in 1904, in *In re Transportation of Immigrants from New York,* 10 I. C. C. Rep. 13, and the Commission refused to condemn it.

FIFTH POINT

THE SHERMAN ACT DOES NOT PROHIBIT AGREEMENTS AS TO STEERAGE RATES AND DISTRIBUTION OF STEERAGE TRAFFIC IRRESPECTIVE OF THE PURPOSE AND EFFECT OF SUCH AGREEMENTS AND THE CONDITIONS AND CIRCUMSTANCES UNDER WHICH THEY ARE MADE. THE ACT DOES NOT COME INTO OPERATION UNTIL THE PUBLIC INTEREST IS ADVERSELY AFFECTED.

Up to this point we have sought to show that the purpose and effect of the conference agreement, by

reason of the conditions and circumstances surrounding its making and the peculiar geographical and physical conditions under which steerage traffic is carried on, were not unduly to restrain trade and injure the public, but were to prevent ruinous competition between the parties to it, and consequently to benefit the public.

The Government takes no account of these circumstances and conditions nor of the purpose of the agreement which they illuminate. It will have nothing but "combination and conspiracy", as to which—thus begging the whole question of law on this appeal—it contends that neither the good done in stabilizing the business nor the fact of reasonable rates charged is any defense (Brief, pages 43-4). We do not say that if there is a conspiracy to restrain trade within the terms of the Sherman Act as interpreted by this Court it can be excused by a showing that the business has thereby been stabilized and reasonable rates are charged. Our contention, based squarely on the doctrine of the *Standard Oil Case* and subsequent cases on which the Government itself lays emphasis (Brief, pages 21-2), is that the purpose to stabilize the business and thus prevent disastrous results both to the steamship lines and to the public, together with the fact that in doing this the rates have been kept reasonable and the service improved, must be considered in determining, by the light of reason, whether the agreement is in effect a conspiracy prohibited by the statute.

First, as to the alleged conspiracy to fix rates, we

challenge the Government's statement (Brief, page 80) that price-fixing agreements among competitors are "in restraint of trade and illegal". Under the language quoted from *Dr. Miles Medical Co.* v. *Park & Sons Co.*, it appears that with the fixing of prices there must be a purpose to destroy competition; and that decision implies that if there is any other purpose consistent with the public interest the price-fixing agreement will not be void. Under the *Standard Oil Case*, referred to on the same page, the price-fixing agreement must be an unreasonable restraint.

The authorities sustain the right of competitors to make reasonable rate-fixing agreements. As Morton, *D. J.*, said in *United States* v. *Whiting* (D. C. Mass.), 212 Fed. Rep. 466, 474-5:

"That prices were affected by the alleged agreement seems by itself not enough to render the agreement unreasonable. 23 Harv. Law Rev. 541, citing many cases. The very object of agreements as to price and of most business combinations is to affect prices; if that alone invalidates them, all such agreements and most combinations are either nugatory or unlawful. The only combination permitted would be one which was of advantage to its members simply by reducing the cost of the goods sold; but this seems a shadowy and impractical distinction; it has never, so far as I am aware, been adopted by any court.

* * * * * *

"The public has no right to unrestricted competition among all the persons engaged in any given business, nor to the benefit of prices produced by such competition."

Judge Morton cited *Texas Standard Oil Co.* v. *Adoue,* 83 Tex. 650, 657, where it was said:

"If the object of the contract had been merely to provide in good faith a uniformity of prices among the parties thereto to avoid unhealthy fluctuations in the market, or if the contract had contemplated a joint and mutual association between the parties for the common benefit in the nature of a partnership, and had simply fixed the prices at what they considered the business would bear, instead of combination between independent manufacturers and dealers for the purpose of at least destroying all competition between themselves, then there might have been nothing in such an arrangement which the courts could denounce as pernicious and forbidden by law."

Demoralization of rates has been frowned upon by this Court. *Bitterman* v. *Louisville & Nashville R. R. Co.,* 207 U. S. 205, 223-4.

In *United States* v. *Freight Ass'n.,* 166 U. S. 290, 369, the Chief Justice in his dissenting opinion quoted approvingly from a report of the Interstate Commerce Commission as follows:

"When competition degenerates to rate wars, they are as unsettling to the business of the country as they are mischievous to the carriers, and the spirit of existing law is against them."

And at page 364 *et seq.* he excerpted from a report of the Interstate Commerce Commission statements

"indicating that agreements among carriers, competitive as well as connecting, for the purpose of securing a uniform classification and preventing of undercut-

ting of rates, underbilling, etc., existed prior to the Interstate Commerce Act, were continued thereafter, and were deemed not to be forbidden by law, but, on the contrary, were considered as instruments tending to secure its successful evolution."

See also the dissenting opinion of Mr. Justice Holmes in *Dr. Miles Medical Co.* v. *Park & Sons Co.*, 220 U. S. 373, 412-3; *Dolph* v. *Troy Laundry Machinery Co.*, 28 Fed. Rep. 553, 555-6; *Attorney General* v. *Adelaide S. S. Co.* [1913] A. C. 781, 809-10; *Northwestern Salt Co.* v. *Alkali Co.* [1914] A. C. 461, 469.

In the case last named Lord Chancellor Haldane said:

"Unquestionably the combination in question was one the purpose of which was to regulate supply and keep up prices. But an ill-regulated supply and unremunerative prices may, in point of fact, be disadvantageous to the public. Such a state of things, may, if it is not controlled, drive manufacturers out of business, or lower wages, and so cause unemployment and labour disturbance. It must always be a question of circumstances whether a combination of manufacturers in a particular trade is an evil from a public point of view. The same thing is true of a supposed monopoly."

In a learned article on "Criminal Conspiracies in Restraint of Trade," 23 Harvard Law Review, at page 541, it is said with respect to the civil validity of contracts fixing the prices of commodities, dividing up

territory for the sale of commodities among competitors, and the like (with the citation of many cases):

"The Courts will enforce such contracts if they are reasonable even though trade is restrained, prices are fixed, and competition is reduced."

Second, as to the alleged conspiracy to pool steerage traffic, which the Government regards as subordinate to rate fixing (Brief, page 18), exactly the same considerations as mentioned in the above cited authorities apply. None of the cases cited by the Government (Brief, pages 82-3) presented similar circumstances or a similar form of agreement to those presented by this case. The only authority on which the Government lays emphasis is *United States* v. *United States Steel Corporation* (223 Fed. Rep. 55). But the language of that case as to pools on its facts is not inconsistent with the authorities we have cited.

It should be noted that the Conference agreement, although frequently called a pool agreement, is not in reality a pool at all in the sense that the term has been known in this country. See *In re Pooling Freights,* 115 Fed. Rep. 588. It does not pool either earnings or traffic. None of the parties give up any traffic to any other parties, but the percentages were fixed at what each of the parties could reasonably expect to secure under ordinary circumstances entirely apart from the agreement. As we have shown (*supra,* pages 11-12) not all the parties are natural competitors for the same traffic and the agreement was in effect an undertaking

that the parties would not seek unduly to deprive each other of the traffic to which they were already naturally entitled, and was not at all a voluntary giving up of traffic in consideration of compensation. The provision for compensation to lines undercarrying their percentages did not contemplate a gift to drones, in order that the more active and powerful lines should gather all the traffic to themselves, and the record shows that undercarrying lines were urged to take steps to increase their steerage traffic when they had fallen below their percentages, and that this was done by the lowering of rates. 7 R. 3341, fol. 10022; 8 R. 4106, fol. 12317. The Government can point to no instance where any line a party to this agreement lessened its activity to secure passengers or withdraw any of its ships from service. Compensation was to be paid only after a line, in spite of its best activity, could not secure its percentage, and not as a reward for remaining idle.

The test of whether the Conference agreement is illegal is whether the public interest is thereby adversely affected. As the Chief Justice said in the *Standard Oil Case*, 221 U. S. 1, 78:

> "In applying remedies for this purpose, however, the fact must not be overlooked that injury to the public by the prevention of an undue restraint on, or the monopolization of trade or commerce is the foundation upon which the prohibitions of the statute rest."

This doctrine was reiterated in the *American Tobacco Case*, 221 U. S. 106, 179; and in *Dr. Miles Medical Company* v. *Park & Sons Co.*, 220 U. S. 373, 406,

Mr. Justice Hughes quoted from *Gibbs* v. *Baltimore Gas Co.*, 130 U. S. 396, 409:

" 'Public welfare is first considered, and if it be not involved, and the restraint upon one party is not greater than protection to the other party requires, the contract may be sustained. The question is, whether, under the particular circumstances of the case and the nature of the particular contract involved in it, the contract is, or is not, unreasonable.' "

In *United States* v. *Terminal Railroad Association*, 224 U. S. 383, 395, Mr. Justice Lurton said that whether the unification of the terminal facilities of St. Louis was a facility in aid of interstate commerce or an unreasonable restraint

"will depend upon the intent to be inferred from the extent of the control thereby secured over instrumentalities which such commerce is under compulsion to use, the method by which such control has been brought about and the manner in which that control has been exerted."

At page 405 Mr. Justice Lurton continued:

"It cannot be controverted that, in ordinary circumstances, a number of independent companies might combine for the purpose of controlling or acquiring terminals for their common but exclusive use. In such cases other companies might be admitted upon terms or excluded altogether. If such terms were too onerous, there would ordinarily remain the right and power to construct their own terminals. But the situation at St. Louis is most extraordinary, and we base our conclusion in this case, in a large measure, upon that fact."

This doctrine has an important bearing on this case in view of the conditions and circumstances under

which we have shown that the Conference agreement was made and the Trans-Atlantic steerage traffic is carried on.

Another decision of this Court, even more specific to the effect that all the circumstances must be taken into consideration, is *Texas & Pac. Railway* v. *Interstate Com. Com.*, 162 U. S. 197. There the Railway Company was charged with a violation of the Interstate Commerce Act for unjust discrimination in having accepted as its *pro rata* share of through freight rates from foreign ports an amount less than the local rate between inland points. The Railway Company alleged that in order to secure foreign traffic it was necessary to give through rates from the places of shipment to the places of final destination, and that in fixing these rates it was controlled by an ocean competition (page 216). The Interstate Commerce Commission directed that the Railway Company desist from distinguishing in its charges between foreign and inland traffic, justifying its decision on the ground that it was forbidden to consider the "circumstances and conditions" attendant upon foreign traffic. Mr. Justice Shiras for this Court said, page 218:

"We read the [Interstate Commerce] act in question to direct the Commission, when asked to find a common carrier guilty of a disregard of the act, to take into consideration all the facts of the given case—among which are to be considered the welfare and advantage of the common carrier, and of the great body of the citizens of the United States who constitute the consumers and recipients of the merchandise carried; and that the attention of the Commission is not to be

confined to the advantage of shippers and merchants who deal at or near the ports of the United States, in articles of domestic production. Undoubtedly the latter are likewise entitled to be considered; but we cannot concede that the Commission is shut up by the terms of this act to solely regard the complaints of one class of the community."

And at page 219 his language exactly fits the case at bar:

"The very terms of the statute, that charges must be *reasonable,* that discrimination must not be *unjust,* and that preference or advantage to any particular person, firm, corporation or locality must not be *undue* or *unreasonable,* necessarily imply that strict uniformity is not to be enforced; but that all circumstances and conditions which reasonable men would regard as affecting the welfare of the carrying companies, and of the producers, shippers and consumers, should be considered by a tribunal appointed to carry into effect and enforce the provisions of the act."

The force of the Chief Justice's language in the *Standard Oil Case,* that injury to the public "is the foundation upon which the prohibitions of the statute rest", is strikingly illustrated by the case of *United States* v. *Whiting, supra,* where Judge Morton thus defined unreasonable restraint (212 Fed. Rep. at page 475):

"In order to make a restraint unreasonable, it must, it seems to me, appear either (1) that the normal volume of interstate trade has been interfered with by artificial agencies affecting to a substantial degree, *to the disadvantage of the public* the prices or supply of the product, commodity or business which is the subject of the alleged restraint, and going beyond what

is fairly required for the proper protection of the parties accused; or (2) that by means of a combination or agreement between the parties concerned, either by themselves alone or in connection with others, the price or supply of the product, commodity, or business which is alleged to be the subject of undue restraint, is or may be affected to a substantial extent to the disadvantage of producers or purchasers, *so as thereby to operate in a material degree to the injury of the public,* and beyond what can fairly be said to constitute a proper protection for the parties to the alleged combination or agreement; or (3) that there has been direct and intentional interference with the transportation of commodities between the states." (Italics ours.)

That case was an indictment under the Sherman Act on account of an agreement to destroy competition and keep up prices. Although by reason of the positive allegations of the indictment it was sustained on demurrer, Judge Morton emphasized the fact that the price agreement in order to be objectionable must work injury to the public. No person can be held guilty for taking what are merely reasonable steps to protect his business so long as he does not at the same time injure the public. What amounts to a public injury does not, of course, differ as the particular case in which the question arises may be civil or criminal.

We have already shown that the public interest is not injuriously affected by the Conference agreement or by the methods by which the defendant lines are now conducting their business. They do not seek to drive any existing outside lines from the steerage

trade, and there is no evidence that new interests are prevented from entering the trade by the attitude of the defendants. The fourth head of the Government's argument (Brief, pages 91-106) is without merit. Each case must stand on its own facts. None of the cases cited by the Government show any controlling similarity with the case at bar. Generally speaking, they were all cases where there was either a consolidation of previously competing interests, or an attempt to drive competitors out of business, the necessary effect of which under the circumstances there shown was the complete elimination of competition to the injury of the public.

SIXTH POINT

CONGRESS DID NOT INTEND BY THE SHERMAN ACT TO REGULATE PASSENGER TRAFFIC WITH FOREIGN NATIONS OR TO CONDEMN TRAFFIC AGREEMENTS BETWEEN OCEAN CARRIERS.

The Government argues at considerable length that Congress has power, and that in enacting the Sherman Act it intended, to make foreign passenger traffic subject to its terms. We do not dispute either the power or intent of Congress to regulate any acts with respect to foreign commerce which take place within the boundaries of the United States. Neither do we dispute the power of Congress to regulate, within the limits recognized by comity and by international law, foreign

commerce beyond our boundaries. What we do contend is that Congress did not by enacting the Sherman Act intend to declare the power which the Government now seeks to exercise. This question is discussed fully in the briefs submitted by other counsel, and we shall therefore state our contentions very briefly.

In the first place, the Sherman Act is a penal statute and must be presumed to have no extra-territorial effect. It provides that it shall be a misdemeanor punishable by fine and imprisonment to combine in restraint of commerce with foreign nations. Although this proceeding is equitable in form, it is for the enforcement of a penal statute, and an injunction is not authorized unless the defendants have committed the offense which has been created a misdemeanor. When the statute was enacted there was a subject matter to which the words "foreign commerce" referred without applying it to transportation beyond our shores. In *Coe* v. *Erroll,* 116 U. S. 517, it was held that goods are in foreign commerce as soon as their transportation from an inland place to their foreign destination begins. Obviously such foreign commerce while moving in a state might become the subject of a combination between carriers within the State to restrain or monopolize it. The application of the Sherman law to such a combination presents no difficulties. Unless the express words of the statute unmistakably apply to transportation beyond our shores they should therefore be confined to such foreign commerce as is conducted within our borders.

In the second place, the history of the times when the Sherman Act was passed shows that the country was suffering from dangers arising from unrestrained combination of capital in industrial business within the country. Neither in Congress nor out of Congress does there appear to have been any suggestion that combinations of ocean carriers were an evil which threatened our prosperity. See *Holy Trinity Church* v. *United States,* 143 U. S. 457, 472. This silence, however, could not have been due to any ignorance of the fact that combinations and agreements between ocean carriers had long been recognized by the great ship-owning countries as a necessary and proper method of conducting the business. The famous case of *Mogul Steamship Co.* v. *McGregor* had been decided by the English Court of Appeal in 1889 (23 Q. B. D. 598, aff'd. [1892] A. C. 25). It was well known that foreign ship owners united in combinations. Notwithstanding this, no reference whatever was made to these combinations and to this method of conducting ocean transportation. The reason is obvious. The United States was then and for a long time prior to the passage of the Sherman Act had been compelled, as it is now, to rely almost wholly upon foreigners to conduct its ocean transportation. Those foreign shipowners and their ships were, of course, governed by the laws of their own countries.

Effective regulation of commerce depends upon power to regulate at both ends. Over interstate com-

merce the Federal Government has this power, but over passenger traffic, originating in Germany, France, Holland or Great Britain, it has no power, unless and until the same reaches our ports. Westbound traffic is subject to the regulating power of the Governments named, and it is inconceivable that in the absence of international agreement the business organization under which an ocean carrier may engage in business should be subject to the control at the same time of both Great Britain or Germany, for instance, and the United States. See the *Passenger Cases*, 7 How. 392, 399; *Covington, etc., Bridge Co.* v. *Kentucky*, 154 U. S. 204; *U. S.* v. *Knight*, 3 Int. Com. Rep. 801. The regulating power of Congress would necessarily in any event be confined to eastbound traffic originating at United States ports.

The Government suggests that this country could prohibit foreign steamship lines from carrying on commerce with the United States unless they complied with any conditions prescribed by the United States. This is true only to the extent that the conditions imposed were rational and reasonable, and, as Secretary of State Bayard said in the case of Cutting, 2 Moore's International Law Digest, 242, with respect to the entry of foreigners into a country:

"No condition can be regarded as rational, or as consistent with those amicable relations which nations should seek to cultivate and foster, that derogates from the sovereignty and exclusive jurisdiction of foreign states over their own territory."

It is, of course, not to be presumed that Congress intended to impose unreasonable conditions in the absence of express words.

In the third place, subsequent anti-trust provisions show that in passing the Sherman Act Congress never had in mind the regulation of steerage traffic. By sections 73 and 76 of the Wilson Tariff Act of 1894, 28 Stat. L. 570, continued in force by section 34 of the Dingley Tariff Act of 1897, 30 Stat. L. 213, trusts and combinations in the importation of foreign goods were forbidden and declared illegal, thus indicating that Congress did not then conceive that in enacting the Sherman Act it had covered even the importation of foreign *goods*. Obviously if it did not forbid combinations with respect to goods, it did not intend to regulate the means by which such goods were brought to this country. Not even when its attention was directed to the evils which might result from combinations with respect to goods did Congress take any action to prohibit or restrain any possible evil with respect to the ships by which goods should be brought. If the general language of the Sherman Act had covered the importation of goods it would also necessarily have covered carriage of passengers.

Further than this, the seizure clauses of the Sherman Act and of the Wilson Tariff Act show that Congress recognized its lack of power over ocean transportation between the United States and foreign countries. Section 6 of the Sherman Act (26 Stat. L. 210) confines itself to property intended for export. Section

76 of the Wilson Act relates only to property imported. The Sherman Act permits the seizure of certain property when in the course of transportation *to* a foreign country. The Wilson Act does not permit the seizure of such property while in course of transportation from a foreign country to the United States, but only while in the course of interstate transportation.

By this significant omission Congress recognized that by the Sherman Act it had jurisdiction over unlawful property while it was in course of transportation to a foreign country so long as that transportation took place within the United States. It did not however in express terms, in this seizure section of the act, limit the power of seizure to that period of time when the goods were in course of transportation within the territorial jurisdiction. As in the earlier portions of the act referring to commerce with foreign nations, it used broad language. In each case the language, literally interpreted, is broad enough to make the act apply to foreign commerce and transportation of passengers to a foreign country, whether within or without the territorial jurisdiction of the United States, but it is equally clear that in each instance Congress recognized the limitations of its powers and intended the words used to have a limitation consistent with the power which it possessed.

The consequences of a contention that the seizure section of the Sherman Act was intended to confer power upon the Government to seize property without the territorial jurisdiction of the United States make it

impossible to impute such a purpose to Congress. Cargoes "in the course of transportation * * * to a foreign country" by foreign vessels are under the exclusive jurisdiction of the country of the vessels from the time they leave our shores. See *Rose* v. *Himeley*, 4 Cranch, 241.

The omission from the seizure clauses of the Wilson Tariff Act of any provision for seizure while unlawful goods are in course of transportation from a foreign country is the clearest proof that Congress then, as when the Sherman Act was passed, recognized the limitations of its powers and refrained from any legislation which would attempt to extend the jurisdiction of the United States beyond our own shores.

If Congress has by the Sherman Act exercised a power to regulate steerage traffic in any respect before it has reached or after it has left our shores, that power extends to whatever may be done in the course of any voyage which may have been undertaken as part of a purpose opposed to the Act, as well as to whatever is done in England, Germany and other foreign countries in administering the Conference agreement, settling accounts, publishing agreed rates and many other matters. The very statement of this proposition is enough to condemn it. See *American Banana Co.* v. *United Fruit Co.*, 213 U. S. 347. The proper limitation is stated by Mr. Justice McKenna in *United States* v. *Pacific & Arctic Co.*, 228 U. S. 87, 106:

"If we may not control foreign citizens or corporations operating in foreign territory, we certainly may

control such citizens and corporations operating in our territory, as we undoubtedly may control our own citizens and our own corporations."

We respectfully submit, therefore, that the Sherman Act carries no authority to prohibit the execution of any other features of the Conference system complained of than those actually carried out in this country, as to which, however, as well as all other features of the Conference system, we submit the Government has not established any well founded objection, even under the broadest possible construction and application of the Act.

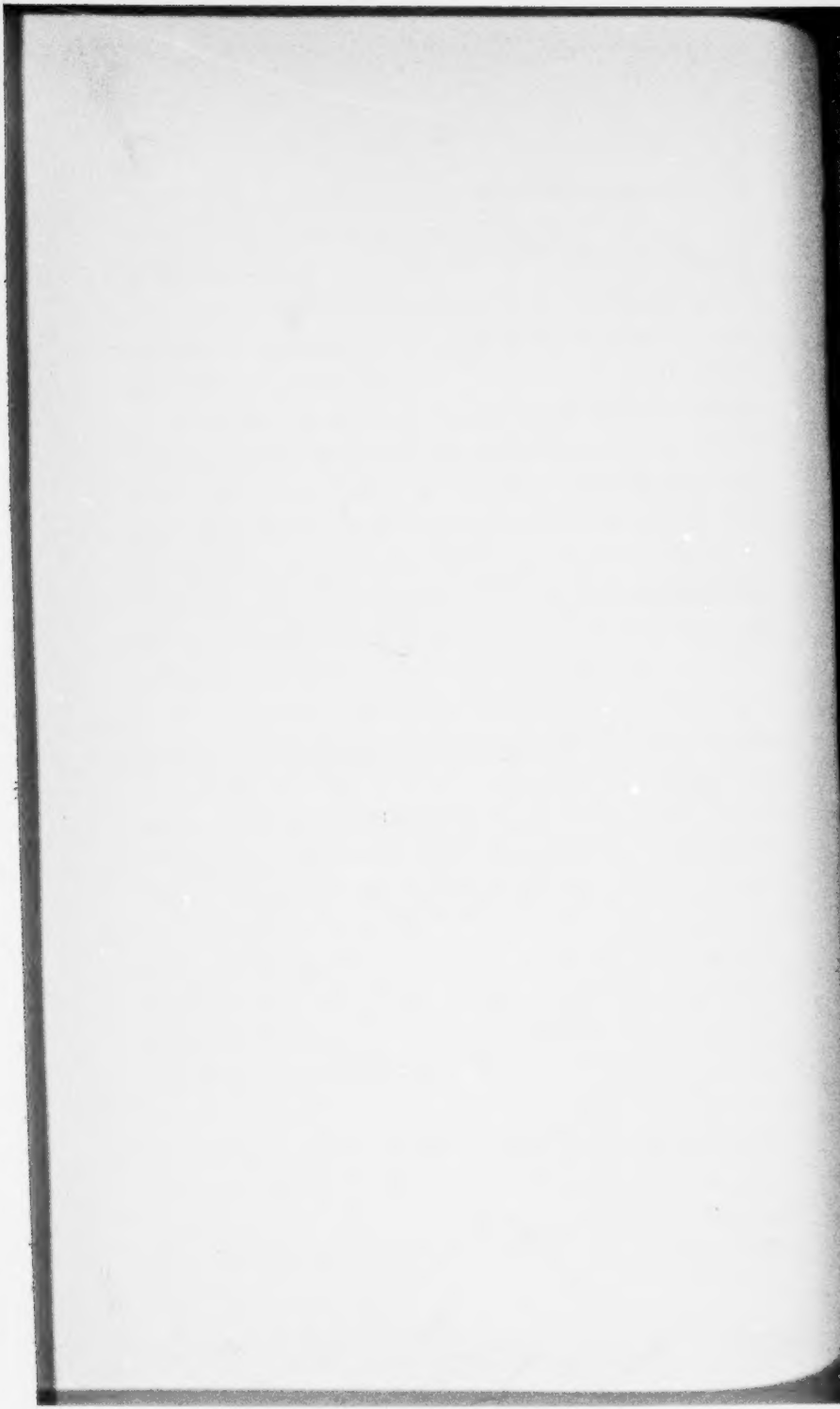
LAST POINT

THE DECREE DISMISSING THE PETITION SHOULD BE AFFIRMED.

New York, November 1, 1915.

BURLINGHAM, MONTGOMERY & BEECHER,
Solicitors for American Line, Anchor Line, Dominion Line, Holland-America Line, Red Star Line, White Star Line, and Defendants Coverly, Franklin and Gips, Appellees.

CHARLES C. BURLINGHAM,
ROSCOE H. HUPPER,
Of Counsel.



IN THE

Supreme Court of the United States

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, APPELLANT,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT ET AL.

No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT ET AL., APPELLANTS,

v.

THE UNITED STATES OF AMERICA.

Appeals from the District Court of the United States for the Southern District of New York.

BRIEF FOR THE RUSSIAN EAST ASIATIC STEAMSHIP COMPANY, LTD., ALEXANDER E. JOHNSON AND MAX STRAUS.

It is not the purpose of this brief to enter into a discussion of the principles of the law involved in view of

the fact that these defendants contend that they were not members of the alleged conspiracy to violate the law at the time of the institution of this suit.

These defendants contend that the District Court did not, on final hearing, "reverse itself" (brief of United States, p. 2), but held, in view of all the facts, that the alleged combination was not a violation of the Anti-Trust Law.

Even with the large record in this case there are only three methods pointed out by the United States as methods of unfair competition (brief of United States, p. 22), with an additional charge not however pressed that the rates were excessive (brief of United States, pp. 116, 117).

It is submitted that a careful examination of the record will establish that the operation of the alleged pool was to the benefit, not only of the immigrants, to which it is charged that it primarily related, but to the traveling public in general and to the economic conditions of these United States of America. If, in place and stead of the term "light of reason" its equivalent "detriment to the public" is applied to the record, there is no evidence of a single act detrimental to the public. At most, the alleged conference was a voluntary association of various steamship lines formed for the purpose of exchanging views, preparing statistics, and preventing abuses in the treatment of immigrants. The United States has pointed out with great vigor, in its brief, that the Uranium Line was attempted to be driven out of business. That line never applied for admission to the so-called conference (2 R. 3576).

The attitude of the officials of the United States with respect to the conference have considerable bearing as to whether the action was reasonable or not.

The evidence shows that for many years the United States of America was familiar with the operation of

the American Conference; and the tabulations prepared by the Secretary of the American Conference were furnished it (1 R. 903); the Department of Commerce and Labor communicated its wishes and desires for carrying out certain regulations to all the lines through the office of the Secretary; as did likewise the Department of the Treasury (3 R. 4243, 4247). The American Conference operated at Ellis Island, on territory leased by the United States (2 R. 2568-2575 inclusive).

The United States in operating the Steamship Line of the Panama Railroad Company attended the meetings of a similar conference known as the Caribbean Conference (3 R. 5001).

The methods alleged to have been adopted were not wrongful and did not have the results claimed by the United States.

The brief of the United States alleges that the Russian Volunteer Fleet was driven out of business due to the unfair method of competition. There is no satisfactory evidence to that effect. The vessels of that line were expensive vessels to run and not especially fitted or equipped for economical running in the north Atlantic (2 R. 2453), and the president of that company assigned the real reason for the withdrawal (Defendant's Exhibit 3, 2 R. p. 820).

The New York & Continental Line, or its successor, the Northwest Transport Line, or the Uranium Line, were never in a financial condition to operate successfully. Their own agents were even afraid to turn over the passage money prior to the embarkation of the passengers (1 R. 1859, 1861; 2 R. 2297, 2298, 2801). The agent of the Uranium Line was not satisfied with an agreement for his own employ (3 R. 5086). At the same time he was willing to accept passage money for the transportation of poor immi-

grants at a time when the company's liabilities exceeded its assets (3 R. 5100). These successive lines deliberately mis-stated facts to the public, which is conclusively shown to be one of the things which the members of the alleged conference were forbidden to do.

Rule 9, which is alleged to be one of the unfair methods adopted by the Conference, provides, in substance, for the control of the persons appointed by the various steamship lines to sell the tickets of the respective lines, and provides that no person selling tickets for outside lines shall sell the tickets of the lines. It is virtually a provision that the employer can choose its own employee. Rule 9 was optional with the lines (3 R. 5416). It was adopted at a time when the abuses referred to in the testimony were flagrant, such as the selling of tickets under false representations as to the lines or as to the route by which passengers were to be transported (1 R. 925). It disqualified Zotti (1 R. 988), and Zotti subsequently absconded with a large amount of money belonging to immigrants. It operated to prevent runners, prevalent before the enactment of the rule (2 R. 2282, 2283). It was a voluntary act of the various steamship lines to secure responsibility among the agents, which some of the states have been endeavoring to secure by legislation, and which is provided for in Italy by a state license (2 R. 2811; 2 R. 4352, 4467, 4468). In some of the states there are provisions which make the operation of the rule unnecessary (3 R. 5269), but not in all.

The agent was free to choose whether he would represent the outside line. The so-called outside line was at liberty to, and at times did secure agents who were trained by his competitor (2 R. 2441, 2442).

In view of the charge that the existing rates are excessive, the following pertinent facts are submitted:

As to some of the members of the alleged Conference it is pointed out that the rates charged by them were investigated by a foreign government and found satisfactory (2 R. 2809). While the finding of a foreign government is not conclusive upon this court, it is evidence of a high character that the rates were not unreasonable. In fact, the evidence establishes that the rates have not been increased proportionately to the increased cost in wages, coal, wharfage, wireless and with the added facilities and improvements (3 R. 4341, 4521, 4871). The United States' own witness has testified that the rates were reasonable (2 R. 2439, 2444), and that the rates prior to the establishment of the so-called Conference were higher (2 R. 2794).

Moreover, the United States' own officer admits that the rates were not unreasonable (3 R. 4984 *et seq.*). The average rate charged by members of the Conference was about $31 per carriage of a minimum distance of 3,000 miles, or a small fraction over a cent a mile; the minimum rate charged by the Government for service of similar character for a distance of 1,985 miles is $30 (3 R. 4995, 4996), or more than 33 1/3% higher than the rates collected by the alleged members of the so-called pool.

In determining what a reasonable rate is, it is submitted that the traffic is seasonable (2 R. 2216, 2290); that the economic loss of supply and demand have considerable effect (2 R. 2807, 2809; 3 R. 5036, 5128); that the earnings of the respective lines not only depend upon the number of passengers carried but upon the movement of freight, which, in turn, depends not upon domestic conditions but upon world-wide conditions; that the cost of operation has increased (3 R. 4442, 4945, 5070). In this connection the present conflict in Europe shows that without any notice the expensive plants necessary to operate are rendered useless, so to speak, over night.

It is charged in the brief of the United States that the profits of the lines were undue. Again the testimony of the Government's own officer must be considered, to wit, that it is necessary for a steamship line to earn from twelve to twenty per cent to make it equivalent to a six per cent dividend by a railroad (3 R. 4988). The brief for the first time raises the question that the rates were unreasonable. The United States has introduced no evidence as to "the value of the property that is employed in the public service" (*Kansas City Southern R. R. Co. v. The United States*, 231 U. S., 433).

The commercial allowance criticised by United States (brief, p. 28) had no relation whatsoever to the so-called Conference (1 R. 1586). The defendant, the Russian East Asiatic Steamship Co., Ltd., received the allowance at all times whether in or out of the Conference (2 R. 2262, 2263, 2354). The Uranium Line secured the commercial allowance (1 R. 1759, 1868).

It is respectfully submitted that bill of complaint should be dismissed.

RALPH JAMES M. BULLOWA,
Solicitors for Defendants, Russian East Asiatic Steamship Co., Ltd., Alexander E. Johnson and Max Straus.

THE UNITED STATES OF AMERICA, *Appellee*,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT et al.,

D. C., A. 28-8.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT et al., *Appellants*,

v.

THE UNITED STATES OF AMERICA.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF FOR NORTH GERMAN LLOYD, AND OELRICHS & CO., GENERAL AGENTS.

WILLIAM G. CHOATE,
JOSEPH LAROCQUE,
NELSON SHIPMAN,
Of Counsel.

CHOATE, LAROCQUE & MITCHELL,
Solicitors for North German Lloyd.

The Standard Press Art Printing Office, Nos. 203 William St., N. Y.

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POINT I.

The District Court erred in not dismissing the petition on the ground that the ocean transportation carried on by the defendant steamship lines, mainly of foreign countries, is commerce of an international character, in which other countries are as vitally interested as our own, and which it is not to be presumed Congress would assume to regulate in view of our international policy of comity and co-operation as shown in our foreign relations, without international agreement and consent, and is therefore not within the purview of the Sherman Anti-Trust Act 3

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The conference system of regulating ocean steamship traffic prevails in all maritime countries of the world and has existed from early days. It arose from the peculiarities of ocean trade, and particularly from the great inequality between passenger steamships with respect to their power to compete, due to difference in size, speed and equipment. This necessitated the fixing of differential rates, in order to avoid destructive rate wars and enable the different lines to devote their resources and energies towards giving the efficient and constantly improving service which trade and travel demanded, and not at all with the purpose of effecting a monopoly.

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In the Supreme Court of the United States,

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, Appellant,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT *et al.*

No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT *et al.*, Appellants,

v.

THE UNITED STATES OF AMERICA.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF FOR NORTH GERMAN LYOYD, AND OELRICHS & CO., GENERAL AGENTS.

Statement.

Cross-Appeal.

The United States District Court, in overruling the demurrers to the petition, held that the Sherman Anti-trust Act applied to ocean transportation between this

country and foreign countries (200 F. R. 806), and on final hearing the Court followed this ruling as the law of the case.

Demurrers, vol. 10, pp. 5103–22.
Opinion Overruling Demurrers, *Id.*, pp. 5123–6.
Order Overruling Demurrers, vol. 14, pp. 12–14.
Final Decree, Main Record, vol. 10, pp. 5136–8.
Opinion of Final Hearing, *Id.*, pp. 5127–33.
Assignment of Error, vol. 14, p. 4.

The cross-appeal is taken from the final decree insofar as it involves the above ruling.

POINTS.

I.

Cross-Appeal.

The District Court erred in not dismissing the petition on the ground that the ocean transportation carried on by the defendant steamship lines, mainly of foreign countries, is commerce of an international character, in which other countries are as vitally interested as our own, and which it is not to be presumed Congress would assume to regulate in view of our international policy of comity and co-operation as shown in our foreign relations, without international agreement and consent, and is therefore not within the purview of the Sherman Anti-Trust Act (Assignment of Error, vol. 14, fol. 12).

Commerce with foreign nations is regulated not only by acts of Congress passed pursuant to the commerce clause of the Constitution, but also, and to much greater extent, by international treaties, conventions and agreements entered into by the President and Senate pursuant to their control of our foreign relations and the treaty-making power.

Regulation by international convention or agreement with the different powers is the method commonly adopted by our Government in recent years, and shows the strong and constantly increasing tendency of the different governments of the world to recognize

each others' rights and co-operate in matters of mutual interest and concern, and thereby bring about harmonious action, which could not be attained by individual and conflicting legislation.

Instances of these international conventions with other powers are as follows:

Revised International Regulations for Preventing Collisions at Sea, adopted by Act of March 3, 1885 (23 Stat. 483).

Act of July 9, 1888, providing for an international conference to secure greater safety for life and property at sea and to formulate and submit for ratification to the Governments of all the maritime nations proper international regulations for the prevention of collisions and other avoidable marine disasters (25 Stat. 243); and Regulations adopted by Act of August 19, 1890 (26 Stat. 320).

International Sanitary Convention, to prevent the spread of plague and cholera by vessels. Paris, December 3, 1903 (35 Stat. 1834); and Arrangement for Establishment of the International Office of Public Health pursuant to Art. 181 of said Convention (35 St. 2061).

International Convention for the Unification of Certain Rules with respect to Assistance and Salvage at Sea. Brussels, September 23, 1910 (37 Stat).

International Wireless Telegraph Convention, relating to ships, Berlin, November 3, 1906 (37 Stat.); and International Radiotelegraphic Convention, London, July 5, 1912 (38 Stat.).

International Marine Conference to consider uniform laws and regulations for the greater security of life and property on merchant vessels at sea (Joint Resolution of June 28, 1912, 37 Stat. 637–8).

There are also many other international conferences and conventions referred to in the statutes on other subjects, showing the mutual co-operation of the different countries in matters of common interest, as for example, the convention creating the International Institute of Agriculture at Rome, referred to below.

Proposal of Our Government to Establish an International Commerce Commission on Ocean Freight Rates.

Recently this Government has proposed to the International Institute of Agriculture, at Rome, Italy, of which it and 54 other nations are adhering members, that the Institute invite the adhering governments to participate in an international conference to be held at Rome in 1917 on the subject of steadying the world's price of staples, which is to consider the advisability of formulating a convention for the establishment of a permanent **International Commerce Commission on Merchant Marine and on Ocean Freight Rates,** with consultative, deliberative, and advisory powers (Joint Resolution of Congress, approved Sept. 19, 1914, 38 Stat. 779, and summary of International Convention creating the Institute, printed in Appendix to this Brief).

On February 27, 1915, at a meeting of the Permanent Committee of the Institute, composed of dele-

gates from Great Britain, France, Russia, Germany, Austria, and other countries, the joint resolution of Congress was submitted to that body by our delegate and a motion made by him to have the matter made part of the program of the next General Assembly of the Institute, in accordance with the instructions contained in the resolution of our Government.

The proposal of the United States was received with great favor by all the delegates and the motion unanimously carried (see Minutes of Proceedings printed in Appendix of Brief).

The joint resolution of Congress was the culmination, with respect to the great part of ocean freight traffic, of the first investigation either branch of Congress had made into the subject of ocean transportation.

This investigation covered the whole field of ocean transportation as affecting the interests of this country, and was made, pursuant to special resolutions of the House of Representatives, by its Committee on Merchant Marine and Fisheries, of which Mr. J. W. Alexander of Missouri was Chairman. It was begun in the Fall of 1912, some time after the present suit was commenced, and was concluded in the Spring of 1914, before the final argument of this case in the court below.

The report of the Committee recognizes the great advantages of the system of steamship conferences and agreements, which has grown up in the ocean trade and is in use generally throughout the world, and recommends its maintenance rather than its destruction, as

being in the interest of the shippers of this country (see Recommendations of the Committee in Appendix).

The report says:

> "Moreover, steamship agreements and conferences are not confined to the lines engaging in the foreign trade of the United States. They are as universally used in the foreign trade of other countries as in our own. The merchants of these countries now enjoy the foregoing advantages of co-operative arrangements, and to restore open and cutthroat competition among the lines serving the United States would place American exporters at a disadvantage in many markets as compared with their foreign competitors."

Believing, however, that there should be some governmental supervision of the matter, the Committee recommends that the whole subject be placed under the supervision of the Interstate Commerce Commission, which it proposes to enlarge for that purpose, and that the agreements when approved by the Commission be excepted from the provisions of the Sherman Anti-Trust, which had previously been held by the court below to cover the subject of ocean transportation.

This is the general effect of the proposed bill to carry out the recommendations of the Committee, which was introduced in the House by Chairman Alexander on June 18, 1914, and referred to his committee (House Bill No. 17,328).

Before any action was taken on this bill, and on

July 31, 1914, Mr. Alexander introduced the Joint Resolution previously mentioned (H. J. Res. 311), which was referred to the Committee on Foreign Affairs (Cong. Record, vol. 51, Part 13, p. 13,098); and on August 18, 1914, that committee reported the resolution without amendment, accompanied by a report (*Id.*, Part 14, p. 13,959).

On September 1, 1914, the joint resolution was debated in the House, on a motion to suspend the rules and agree to the resolution (*Id.*, pp. 14,566–14,583).

It appears from these debates and proceedings that the reasons which gave rise to this resolution were as follows:

That of the entire ocean freight traffic, about 2/9ths is package traffic, consisting of manufactured articles, on which the rate is fixed, and not subject to change without giving 30 or 60 days notice to shippers.

That about 7/9ths of the ocean freight traffic is bulk traffic, consisting principally of staples of agriculture, on which the rate varies from day to day, and hour to hour.

That the domestic price of the staples of agriculture is governed by the export price, which fluctuates with the rise and fall of ocean freight rates on bulk traffic.

That the world's price of the staples of agriculture cannot be steadied until a fixed rate can be established on bulk traffic the same as on package traffic, and that there is no good reason why the shippers of bulk

traffic should not enjoy the same fixity and certainty of rates as the shippers of package traffic.

In other words, the ocean carriers who, in the absence of any supervisory power, and following the course pursued in ocean trade everywhere, have fixed the rates on package traffic, are impliedly criticized because they have not gone further and fixed the ocean rates on bulk traffic. The carriers certainly have not failed to do this with a view to deriving great profits from bulk traffic, as the earnings on their whole business represent but a small return on their capital invested as shown in the succeeding point.

Mr. Alexander's speech in support of the resolution was as follows:

MR. ALEXANDER. Mr. Speaker, the subject of this resolution was called to my attention by Mr. David B. Lubin, who is the permanent delegate of the United States to the National Institute of Agriculture at Rome. He had read my report on steamship conferences and agreements in the domestic and foreign trade, and he was convinced that our Government would be impotent to enforce reasonable rates or stabilize rates on farm products in international trade in the absence of an international agreement, and that is true. In the bill which was drawn to carry out the recommendations of the Committee on the Merchant Marine and Fisheries, House bill 17328, we have gone just as far as we may under the law to bring all the lines, domestic and foreign, under the supervision of the Interstate Commerce Commission, and, so far as those engaged in the

coastwise trade are concerned, to regulate their rates; but many reasons will suggest themselves to gentlemen why it is wholly impracticable for this Government to regulate international freight rates. I have not the time to enumerate them, much less to discuss them in detail, nor is it necessary at this time. The investigations made by the committee showed that, so far as package freight is concerned, the conference lines have a uniform rate, which usually is not raised or lowered until after 60 days' notice. The shippers who appeared before the committee were all unanimous in the opinion that the stabilizing of rates was very important in the export trade, and that it was very desirable that they might know how to make their contracts. They would then know one of the factors—and a very important one—in the price of the commodity they would sell for future delivery, namely, the freight rates to be charged on the commodity. Now, so far as grain is concerned, the testimony before the committee showed that the rate varies daily, if not hourly, often depending upon the demand upon the part of the great ocean liners for ballast. Under the agreement between the conference committee the quantity of grain that one of the ocean liners may carry is limited. Mr. Lubin contends, and with great force, that in order to steady the world's price of the staples it is necessary to stabilize the freight rates on the staples, and that this cannot be done until the ocean freight rate on the commodity from the seaboard to the point of delivery in Europe or

South America or elsewhere in our over-sea trade is known with reasonable certainty. In years past, as the gentleman from California [Mr. KAHN] has said, the operators on boards of trade and chambers of commerce influenced the price of wheat, cotton, and other staples from day to day by giving out information, more or less guesswork and in many instances manipulated, with reference to the condition of crops and the probable yield in the different countries of the world.

The international institute at Rome, in which Mr. Lubin has so ably represented this Government as permanent delegate, has undertaken to correct this evil. The Government reports, the official reports, the forecasts, are made from time to time by the Government agencies of the 54 signatory States to this institute, and are compiled and disseminated to the different countries, and that element of speculation has been largely eliminated. Having accomplished this task, Mr. Lubin is in favor of taking another step. He is an enthusiast, but not an idle dreamer. He is of the opinion that if the 54 nations parties to the international convention of 1905 creating the International Institute of Agriculture, and supporting the institute, can be brought to agree to the establishment of an international commerce commission, vested with power to stabilize the rates or regulate the rates on the staples of agriculture, another essential factor in steadying the world's price of the products of the farm will be fixed and another element of speculation eliminated. I fully realized when I introduced this resolution that we were undertaking a difficult task, but that is no

reason why we should not make the effort. It cannot be accomplished in any other way. **It is an international problem, and can only be solved by international agreement.** This resolution does no more than to authorize Mr. Lubin, in October, to propose to the permanent committee the resolution set out in this joint resolution, which is as follows (resolution quoted):

If they regard it favorably they will present the resolution to the general assembly in 1915. If the general assembly agrees that it is a subject that will promote the interests of the farmers and they regard the time opportune, they will then take steps to call an international conference in 1917 to consider the question of organizing this international commerce commission, to be vested with the powers set out in the resolution. That is the whole question in a nutshell. We all agree that that is the only rational way to get at it. Whether it is possible to accomplish our purpose in that way or not, of course we do not know. That will depend upon the attitude of the nations controlling the larger part of the ocean-borne commerce of the world. I am quite sure it is worthy of the effort. [Applause.]

There were also other speeches in support of the resolution, and two-thirds having voted in favor of it, the rules were suspended and the joint resolution was passed.

On September 2, 1914, the ~~bill~~ resolution was read in the Senate and referred to the Committee on Commerce (*Id.*, Part 15, p. 14,610); and on September 4 it was

reported back by that committee without amendment (*Id.*, p. 14,707).

On September 9th and 10th the resolution was considered by unanimous consent and passed (*Id.*, pp. 14,867 and 14,917), and on September 19th was approved by the President.

This action by Congress shows clearly that it did not consider that the fixing of ocean freight rates by the lines has been improper, but rather that they have not gone far enough and fixed the rates on bulk as well as package traffic, and that the matter is one for international regulation.

Provisions of Wilson Tariff Act.

Sections 73 to 77 of the Wilson Tariff Act of August 27, 1894 (28 Stat. 570), which were a substantial re-enactment of the Sherman Anti-Trust Act, with respect to goods imported into the United States from a foreign country, seem strongly to confirm the view that the Sherman Act was never intended to cover the field we have been discussing, as no such enactment was necessary if the Sherman Act already covered the matter.

This was apparently the view taken by the Senate, who has charge of our foreign relations, on the passage of the above sections of the Wilson Tariff Act (Cong. Rec., vol. 26, Part 6, p. 5719; *Id.*, Part 17, pp. 7117–7120).

Section 73 provides:

> "That every combination, conspiracy, trust, agreement, or contract is hereby declared to be

contrary to public policy, illegal, and void, when the same is made by or between two or more persons or corporations either of whom is engaged in importing any article from any foreign country into the United States, and when such combination, conspiracy, trust, agreement, or contract is intended to operate in restraint of lawful trade, or free competition in lawful trade or commerce, or to increase the market price in any part of the United States of any article or articles imported or intended to be imported into the United States, or of any manufacture into which such imported article enters or is intended to enter. Every person who is or shall hereafter be engaged in the importation of goods or any commodity from any foreign country in violation of this section of this Act, or who shall combine or conspire with another to violate the same, is guilty of a misdemeanor, and on conviction thereof in any court of the United States such person shall be fined in a sum not less than $100. and not exceeding $5000, and shall be further punished by imprisonment, in the discretion of the court, for a term not less than 3 months nor exceeding 12 months."

The other sections are substantially the same as in the Sherman Act.

These sections were expressly kept in force by the Dingley Tariff Act of July 24, 1897, ch. 11, Sec. 34 (30 Stat. 213), and were amended only in minor particulars by the Act of February 12, 1913, ch. 40 (37 Stat. 667).

II.

Main Appeal.

The conference system of regulating ocean steamship traffic prevails in all maritime countries of the world and has existed from early days. It arose from the peculiarities of ocean trade, and particularly from the great inequality between passenger steamships with respect to their power to compete, due to difference in size, speed and equipment. This necessitated the fixing of differential rates, in order to avoid destructive rate wars and enable the different lines to devote their resources and energies towards giving the efficient and constantly improving service which trade and travel demanded, and not at all with the purpose of effecting a monopoly.

This system has rendered possible the highly efficient service given by the Atlantic Lines, which has been maintained with but small pecuniary benefit to them, and has greatly increased and developed trade and intercourse with Europe.

Great Individual Rivalry and Competition between Lines.

That the conference system of formal agreements covering the past twenty years, by reason of the stabil-

ity it has given to the passenger business, has been the means of greatly encouraging individual rivalry and competition between the lines is evidenced by the many magnificant steamers that have been added to the Atlantic service during this period.

The Hamburg-American line, just prior to the war, had added to its service the steamer "Vaterland" and launched the steamer "Bismarck", both sister ships of the "Imperator", each estimated to cost in the neighborhood of $8,000,000. The Cunard line had added to its service the "Aquitania", a vessel of the same class as the "Lusitania" and the "Mauretania". The White Star line was building the "Britannic", which is similar to the "Olympic". The Holland-American Line had launched the "Statendam", and the North German Lloyd was about to add to its service the "Columbus".

These ships represent millions of dollars of invested capital. They are types of the highest development of modern ship-building, with every conceivable provision for safety and comfort of passengers.

The North German Lloyd express steamer "Kaiser Wilhelm der Grosse" had recently been devoted entirely to steerage and third cabin traffic, and on the other express steamers of the German lines third cabin accommodations are provided, in which the privacy of the passengers is equal to that of the first class.

Heavy Coal Consumption.

In order to show the great cost of operation of these trans-Atlantic ships, we call attention to the im-

mense amount of coal consumed by them. The coal bill of the Cunard line for 1912 amounted to over £600,000 (Test'y, fol. 4555).

Every knot that is added to the speed of a steamer increases very greatly the cost of fuel and expense of operation.

Small Earnings of the Lines.

Although the building and operation of these modern ships has involved an enormous outlay of capital and a great increase in running expenses, the lines have received but a meagre return on their investment.

There is probably no form of business in which more enterprise has been shown and less pecuniary advantage derived than that of the transatlantic passenger lines.

The Cunard Line, 80 to 90 per cent. of whose tonnage comes to ports of the United States, has paid dividends on its actual capital averaging but 2.81 per cent. during the thirty years prior to 1912; 3.31 per cent. during the ten years prior; and 2.75 per cent. since the making of Agreement AA (Test'y, fols. 4545–9, 4656–62).

The Canadian Pacific Railway's Atlantic steamship service for the twelve months ending February 1, 1911, showed a net profit of only 3 per cent. on the capital invested, after allowing for depreciation (Test'y, fols. 4797–9).

The dividends paid by the North German Lloyd and Hamburg-American lines have averaged but 3.95

and 5.7 per cent. respectively, during the twenty years from 1892 to 1911 inclusive (Exhibits, fols. 15,825; 15,306).

Advantages of Conference System Recognized and Maintenance Recommended, after Investigation by the United States and England.

The great advantages of the conference system, particularly to the shippers of this country, have been recognized and the maintenance of the system recommended in the report of the House Committee on Merchant Marine and Fisheries, of which Mr. Alexander was chairman, which was submitted to Congress in the Spring of 1914. This report was made after an exhaustive investigation into the whole subject of ocean transportation as affecting this country, which was the first investigation into the subject that was ever made by Congress (see Appendix to brief).

In 1909, the Royal English Parliamentary Commission appointed to investigate Shipping Rings and Combinations arrived at a similar conclusion with respect to England (*Id.*); and the public policy of Germany and other continental countries unquestionably favors the maintenance of the system (*Id.*).

Necessity of Differential Rate in Passenger Business.

Ocean steamships vary so much in their size, speed and attractiveness of internal equipment that the new steamers, which are constantly being added to the service, attract the travel from the older steamers, even of the same line. This necessitates the fixing of a differ-

ential rate in order to put them all on an equal footing to compete, which is the aim of the conference system.

Early Conferences.—Fixing of Differential Rate.

Mr. Hannah testified that conferences existed on this side of the Atlantic between the British lines as early as 1868 and between the Continental lines since about 1875 (fols. 4315, 4317, 4429); that it was part of the work of a conference to regulate rates in order to prevent ruinous competition, by recognizing the weaker lines and giving them a lower rate in view of the fact that they were weaker. He mentions the fact that as far back as 1868, there was a differential of $3. allowed the National Line by the Cunard Line because of the latter's greater prestige and much faster and finer ships (fol. 4316); that the "Egypt" of the National Line was allowed a differential of about $2. as against the Inman Line (fol. 4423, p. 1475).

These conferences, however, were mere voluntary meetings of the representatives of the lines, and did not bind the lines to continue in them.

Rate Wars.—Failure to Secure Differential Rate.

If a line failed to secure its differential rate the cutting of prices ensued, and this developed into a general rate war between the lines, driving prices down to a ruinously low level, the steerage rate in some cases reaching a point as low as $10. These rate wars attained great violence between the British lines during the latter part of the eighties and the early nineties, de-

pleting their resources, retarding the construction of new steamers, and ultimately driving many of them out of business. The Inman, National, Guion, Monarch and State Lines, comprising five of the eight British lines then engaged in the transatlantic trade, succumbed from the effect of these disastrous rate wars, due solely to unregulated competition (Hannah, fols. 4308–13, 4376–83, 4385–6; Cauty, fols. 3272–3, 3296).

Period of Formal and Binding Conference Agreements.

Some agreements appear to have been entered into in the eighties between the British lines, but they were not of a sufficiently stable character to prevent destructive rate wars (Cauty, fol. 3271), and as ocean trade and travel increased, it became evident that the construction of larger, faster and finer ships, requiring greater outlay of capital, could not be successfully carried out under these conditions; that more formal and stable agreements were necessary between the lines than had theretofore existed in the earlier conferences; and during the nineties and since that time, conference agreements of this character have been entered into in regard to all classes of the passenger business, for short periods of time and subject to renewal and modification as occasion required to meet new conditions.

The systems involved in these agreements are of two kinds, (1) the Differential Rate System and (2) the alternative AA or Pooling System; the purpose of both systems being to equalize conditions and enable each line to preserve its normal traffic.

Present Differential Rate System.
First and Second Cabin.

This system is shown in the minimum rate agreements, V and W, relating respectively to first and second cabin business, which were entered into between the Continental and British Lines on February 5, 1908 (pp. 145, 134), and which appeared to be still in force, except as they were modified by the addition of new steamers. By referring to these agreements, it will be seen that the passenger steamers of the Atlantic are divided into some sixteen classes, commencing with the Lusitania and Mauretania and ending with the smallest and least favored boats, each class being specially rated. New steamers are to be rated as they come out on a similar basis, such rating to be subject to revision by arbitration in case of difference of opinion (see arbitrations in Peter's Circular Letters, at pp. 4038, 3944, 3948, 4024; 3789, 3828, 4661). Above these minimum prices, each line is at liberty to fix its rate independently of the others.

Third Cabin.--British Business.

The differential rate system also appears in the third cabin or steerage agreement entered into between the British lines in regard to British business, dated May 23, 1908 (p. 2700).

The AA or Pooling System as an Alternative of the Differential Rate System.

This system is in force between the Continental and British Lines only with respect to Continental steerage

traffic (Agreement AA, Art. 1, p. 51), and was adopted as an alternative to a differential rate agreement to avoid the great difficulties in fixing the proper differential rates (Cauty, fols. 3276–7).

The purpose of this system is to bring about a periodical adjustment of the temporary fluctuations in the carryings of the different lines so as to give each line a share of the total carryings of all, proportionate to its average carryings for a prior period of years, which is fixed in the agreement as a certain percentage (Arts. 3, 9; Exhibits, fols. 16–20, 7797; Test'y, fols. 3264, 3085). This percentage is subject to modification by agreement of the parties where conditions later warrant it (Test'y, fols. 5450–2). Considerable fluctuations take place in the carryings, as is shown by the extent to which the lines become plus or minus in the pool (Exhibits, pp. 2448, 2917–9). The adjustment of the carryings is brought about by requiring the lines which have carried in excess of their stated percentages or become plus in the pool, to raise their rates if practicable and thus throw the excess of traffic to the lines which have carried less than their percentages or become minus in the pool, and if this is inconvenient or proves to be ineffectual, the lines which have undercarried must reduce their rates to attract travel and bring them back to their fixed percentages (Art. 11). The line which is thus in excess of its percentage is also required to pay to the short-carried lines a compensation of £4 for each excess passenger, which is provided as

a deterrent to a line's exceeding its fixed percentage (Arts. 6, 9).

There is no pooling of profits nor any pooling of traffic beyond the adjustment of these temporary fluctuations in carryings.

General Scale of Rates.

The general scale of rates for all the lines is adjusted from time to time, but it has been kept at a reasonable level, as shown in Point III.

Origin of the AA System.

The pooling system above described originated in the Continental steerage agreement of 1892 between the four Continental lines, North German Lloyd, Hamburg-American, Red Star and Holland-American (p. 3). The agreement is still in force with modifications (pp. 157, 2741).

Other Agreements Entered Into with AA.

At the time Agreement AA was made, there were also entered into Agreements V and W, above referred to, relating to the North Atlantic first and second cabin business, and Agreement X of February 6, 1908, relating to the Mediterranean first and second cabin business (p. 2446); also Agreement Z of February 5, 1908, between the AA lines and the Canadian lines, in regard to Continental steerage traffic, which is similar in form to Agreement AA (p. 2667). Later an agreement was entered into between the AA lines and

the Italian lines in regard to the Mediterranean steerage traffic, which is on the same plan as Agreement AA (Agreement of Feb. 8, 1909, p. 95).

Admission of Outside Lines to AA.—No Line Refused Admission.

No line has ever been refused admission to Agreement AA or the Atlantic Conference. Agreement AA was made with a view to admitting outside lines (Art. 22, pp. 66–7; see also p. 36), and it has been carried out in this spirit.

Since Agreement AA was made, the following among other lines have been admitted to the agreement: Russian East Asiatic Co. (Agreement BB of September 1, 1908, p. 2682); Royal Line of the Canadian Northern Steamships, Ltd. (Agreements CC and DD of August 15, 1910, pp. 2413, 2412). The Royal Line has also been admitted to Agreements V and W, relating to first and second cabin business (Agreement EE of August 15, 1910, p. 2410), and to the agreement of May 23, 1908, between the British lines in regard to British steerage business (Agreement of August 15, 1910, p, 2697). An agreement has also been entered into between the British lines and the Scandinavian-American Line in regard to Scandinavian and Finnish business (Agreement of March 3, 1910, p. 2362; see also pp. 3238–42, 3263–4), and the Royal Line has become a party to this agreement (Agreement of August 15, 1910, p. 2359).

III.

The steerage rates under Agreement AA have been reasonable.

The high efficiency of the trans-Atlantic passenger service, and the meagre profits derived from it by the Lines, have already been referred to under Point II.

Average AA Steerage Rate about One Cent a Mile, Including Food.

The average Continental steerage rate of the ordinary steamers of the AA lines has been about $35 (Test'y, fols. 5244, 5264) and for improved steerage or third cabin on express steamers about $3 to $5 more.

The British steerage rates under the agreement of May 23, 1908, relating to British business have been about $32 and for the Lusitania and Mauretania about $35 (p. 2700).

The distance from this country to England is about 3,100 miles, and to Bremen and Hamburg about 3,500 miles, which makes the British and Continental steerage rates equivalent to about 1 cent a mile, or slightly more for improved steerage or express steamers, which is certainly a cheap rate of transportation, considering that it includes food.

Government Rate on Panama Line About One and a Half Cents a Mile.

The distance from New York to Colon is 1,985 miles, and the steerage rate is $30 on the steamers of

the Panama Railroad, **which are owned and operated by this Government** (Drake, fols. 4995–6). On this basis the steerage rate for the British lines would be about $47 and that for the Continental lines about $52.

Mr. Drake, the vice-president of the Panama Railroad, whose experience with its line of steamers dates back to 1893 when the line was commenced (fols. 4984–5), says that this $30 rate is sometimes remunerative and at other times not (fol. 4997); that he considers it a well recognized maxim in transportation circles, verified by his own experience, that a steamship line must earn from 12 to 20 per cent. to make it equivalent to 6 per cent. earned by a railroad, owing to the exigencies that affect the operation of a steamship line or vessel that cannot possibly apply to the operation of a railroad (fols. 4988, 5047–9).

Testimony as to Reasonableness of Conference Rate.

Mr. Richard, who had been the agent for the Russian Volunteer Fleet and New York and Continental Line, and whose experience as an agent for many lines dated back forty years (fol. 2368), was examined as a witness for the Government and testified that the prevailing rates for steerage passengers were very reasonable (fols. 2439–40); that $30 to $45 was a reasonable rate (fols. 2482–3, 2513, 2515, 2758–9, 2773–4), and $20 an unreasonable one and would drive some lines out of business (fols. 2462–3, 2476, 2513); that the minimum steerage rate fixed by the Italian Royal Immigration Commissioner was about $40 (fols. 2518,

2810, 2838). He further testified that the elements of first and second cabin capacity and rates and the freight rates must be taken into consideration (fols. 2791–3), and if no freight is carried, passenger rates must be very much higher (fol. 2485); that he based his statement that the prevailing rates were reasonable on the dividends paid by the companies (fol. 2483), and on his forty years' experience as a steamship agent (fol. 2507).

The estimate of £2, 6s, as the expense per head of carrying steerage passengers, which was made by Mr. Thomas of the New York & Continental North West Transport and Uranium Lines, another of the Government's witnesses, includes merely the cost of food and steward's service and "does not cover the coal, does not cover the crew, except the stewards, does not cover any of the officers, does not cover the insurance; does not cover port expenses, does not cover the depreciation" (fols. 2028–9).

Interest on the investment is a large item which is not considered by the witness as an element of cost in the passenger business.

At folio 2063, Thomas admitted that it is impossible to find out what it costs *per capita* to carry passengers; "no man can define that".

Government's witness Cauty, in testifying as to the *per capita* cost of carrying steerage passengers, eliminated the same elements of expense. He said: "That does not take into account what we call the steamship expenses, coal, the upkeep of the ship, the engine re-

pairs, insurance, etc." (fol. 3210). He amplified his answer at folio 3227.

According to some of the witnesses a $21 steerage rate may produce a slight profit rather than a loss, where the ship sails full as to all kinds of traffic, but this is not a condition which generally exists. The average steerage carryings of the lines, as shown by the tables, *infra*, are not much more than half the full steerage capacity of the ships, due principally to the light eastbound traffic, which necessitates a considerably higher rate than would be required if the steerage were always filled.

IV.

There was no unfair competition by the conference lines. They merely protected their own steerage traffic against the attacks of the outside lines.

Average Carryings per Trip of Outside Lines Nearly Equal to those of Conference Lines.

The average steerage carryings per sailing of the outside lines, both eastbound and westbound, compared favorably with those of the conference lines (see Tables opposite).

Outside Lines Not Attempting to Do a Remunerative and Legitimate Business.

The outside lines, carrying as they did practically no first and second cabin passengers and little freight,

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TOO LARGE FOR FILMING

should have kept their rates near the rates of the conference lines, which were reasonable, and adhered to their own published rates and commissions, if they intended to do a remunerative and legitimate business. But they commenced with a published rate from $7 to $10 below the conference rate, and kept undercutting and paying a large part of their quoted rates to agents in the form of secret commissions in their effort to draw away the business from the conference lines, and obtained a good share of the business by these methods. The outside lines and not the conference lines were the aggressors.

The reduction in the rate of the conference steamer drew travel from its other steamers as well as from the other conferences lines and caused overbooking, which accounts for the large number of passengers appearing in Peters' Circular Letters.

The brunt of this outside competition to the Continent, necessarily fell on the Continental conference lines, and it was because of their complaint that they were put at a disadvantage in the pool that the other conference lines agreed to divide their losses entailed from the reduction in their rates (Exhibits, vol. 6, p, 2831).

A combination is not *per se* unlawful and if it is a reasonable and justifiable one, as the defendants claim the conference system is, it is entitled to defend its own business against outside attack. (See the definition of a "fighting ship" contained in the bill of the Alexander Committee.)

The Outside Lines had not Built Up a Proper Agency System.

Mr. Richard and Mr. Strauss had the same agents (Exhibits, fol. 6468), who were not of high standing (Strauss, fols. 2441–2; Exhibits, 6473), and attempts were made to entice away the conference agents (Richard, fols. 2241–2). The character of the agents of the outside lines is stated in the following letter from the New York agency of the Russian East Asiatic S. S. Co. to its home office at Libau, dated Sept. 3, 1908 (Exhibits, p. 2264):

> "Your letter of 9/22 August to hand regarding Captains seriously complaining about false information given to passengers about the speed of our steamers which creates a great deal of dissatisfaction amongst passengers who are otherwise satisfied with the passage on our steamers.
>
> "Now that we are in the Conference (enclosed please find copy of circular issue announcing our admittance) we will have a different class of Agents who will not attempt to lie and who will adhere strictly to the truth. Heretofore we have been laboring here with very hard material but it was the best we could get under the circumstances. Now that this is all over we hope to get better satisfaction all around and there will be no lies told by these good agents to secure the business."

Mr. Richard, whose firm were the passenger agents for the Russian Volunteer Fleet, the New York &

Continental Line, and the North West Transport Line until May, 1909, complains of the conference rule, which existed as far back as 1879, prohibiting conference agents from booking for non-conference lines under penalty of disqualification, and this, he says, is the only objection he has to the conference system (fols. 2480–1, 2787–90).

> "In case they revoke Rule 9, I agree to raise rates and maintain commissions and follow the rules of the conference" (Richard, fols. 2481, 2441).

If the outside lines desired to avail of the conference agency system, the proper course was to have joined the conference, as did the Russian American Line later on.

The Russian Volunteer Fleet Was Not Driven Out of Business, nor the Russian East Asiatic Co. Forced to Join the Conference.

Russian Volunteer Fleet.

The Russian Volunteer Fleet maintained its principal service between Russia and the Far East under subsidies from the Russian Government.

The traffic on its Libau, Rotterdam and New York line was confined practically to steerage passengers, owing to the lack of cabin passengers and freight.

Its average steerage carryings per sailing during the time it ran to this port were as heavy as those of the conference lines (Richard, fols. 2478, 2797, and table, *supra*), but in 1908 the westbound steerage

traffic on all the lines fell off more than half (see table), and the company decided to suspend its Libau-New York service until the westbound situation improved. It was so stated at the time by its agents, Messrs. C. B. Richard & Co., who received a cable to that effect from the company (Exhibits, fols. 6115–6, 6134, 10,418, 10,511).

Statement by President of Russian Volunteer Fleet.

After the present suit was commenced, Admiral Radloff, the President of the Russian Volunteer Fleet, upon noticing an article in the *Shipping Illustrated* of this city giving a statement of the allegations of the petition in regard to his company, wrote the editor of that paper as follows (Deft.'s Ex. 3, Test'y, p. 820):

"RUSSIAN VOLUNTEER FLEET,
19, Morskaia,
St. Petersburg,
12/25 January 1911
No. 165.

The Editor of the "SHIPPING ILLUSTRATED" 22, Thames Street, New York.

DEAR SIR:

In your issue of the 7th inst., we find, in an article headed: 'ACTION AGAINST THE TRANSATLANTIC POOL,' mention made of the Russian Volunteer Fleet as '*having been driven out of business*' as a result of the practices adopted by the Pool.

We beg to say that the above statement, as far as it concerns the Volunteer Fleet, is not

correct, as the Committee of the Russian Volunteer Fleet had decided to suspend their Libau-New York line for reasons of their own that had nothing in common with the attitude taken by the Pool.

Believe us, Dear Sir,

Yours faithfully,

(Sgd.) A. RADLOFF,

President."

While this letter is hearsay evidence, this is true of all the evidence given by the Government on this point.

Reasons Why the Russian Volunteer Fleet Suspended its Atlantic Service.

The U. S. Monthly and Consular Trade Reports for October, 1908 (No. 337, pp. 81–2), which is a Government publication, contains the following article on the subject:

"Russia

"*The Voluntary Fleet Gives Up its New York-Libau Line.*

"A translation from a St. Petersburg paper by Vice-Consul William Dawson, jr., states that the North German Telegraph and Correspondence Bureau received the following from Libau, under date of June 20:

'After lengthy deliberations and with the consent of the company's board of directors at St. Petersburg, the Voluntary Fleet last week adopted the important resolution to give up its

line between New York and Libau, which has been in existence two and one-half years. Those on the inside have been aware for some time that on account of the heavy losses caused by this line the company would sooner or later be obliged to discontinue the service. As is well-known, the Voluntary Fleet's trips to New York were called into existence by the avowed desire of directing the stream of Russian emigration toward Libau and at the same time away from the foreign ports, notably German, Dutch and English, to which it was pouring over the German frontier.

The undertaking, which from the standpoint of the political economy of the Russian people was in every way to be commended, soon proved to be unprofitable. In spite of the fact that during 1907 the Voluntary Fleet carried about 22,000 persons to New York and had a good share of the movement in return, the lack of cabin passengers and the complete absence of freight precludes all possibility of maintaining this line at a profit. According to reliable information the company's losses in 1906 amounted to $250,000, and for the past year $300,000. For national reasons it was earnestly desired to maintain the line, and the greatest efforts have been made to accomplish this end.

However, in view of the difficulties under which the Russian financial administration has recently labored and given the conviction that for the reason indicated this line offered no prospect of prosperity for the future, it was

decided, according to reports, to give up the service until further order. As a matter of fact there does not exist the slightest probability that this line will be reopened for some time to come, for the exchange of products between two countries such as Russia and the United States which compete in the world market in their principal output—namely, agricultural produce—can never become sufficiently important to maintain a regular steamer service between Libau and New York. It is impossible to build up a line on the steerage traffic alone.'"

Russian East Asiatic Co.

The carryings of the Russian East Asiatic Co. had been about half those of the Volunteer Fleet, because it had older steamers and ran in competition with it.

After the Russian Volunteer Fleet suspended its Atlantic service, the Russian East Asiatic Co. was the only line engaged in the direct Libau and New York trade, and later joined the Atlantic Conference voluntarily, as testified to by the Government's witness, Mr. Strauss, whose firm were agents for that line (fols. 2246–7, 2295).

The Line Known Successively as the N. Y. & Continental, North West Transport and Uranium Line was controlled by the Canadian Northern R. R. Interests, and operated at Low Rates to Aid in Land Colonization along its Railroad, and was not a bona fide Steamship Enterprise.

This line, which has been run successively under these names, has been run ostensibly as an inde-

pendent line, but has in fact been financed and operated by the same interests as those which control the Canadian Northern Railway of Canada and the Royal Line, **which is a party to the pool and maintains rates and commissions.**

The defendants claim that this line was not conducted as a *bona fide* steamship undertaking but as a feeder to the railroad's land colonization scheme in Canada, for which purpose it could afford to carry steerage passengers at a loss.

Mr. Richard, whose firm were the general passenger agents of the New York & Continental Line and also of the North West Transport Line until May, 1909 (Exhibits, fol. 848), admitted he had always heard that the same people who were identified with the Canadian Northern Railway were also identified with the New York & Continental Line, the North West Transport Line, and the Uranium Line, and that these people were Messrs. Mackenzie & Mann of Toronto, who built the road, of which Mr. Mackenzie became the President (fols. 2464–6, 2448–9; see also fols. 4866–8).

Most of the charges of unfair competition came from Mr. Thomas, who has been the general manager of the North West Transport Line and of the Uranium Line since Mr. Richard's firm withdrew, and who was also assistant manager of the New York & Continental Line. He was the principal witness for the Government on the subject of unfair competition, and also in regard to what constitutes a reasonable steerage rate.

When he was examined as a witness, the defendants desired to ascertain from him who were the owners of his line and whether it was not controlled by persons who were identified with the Canadian Northern Railway of Canada, **but he plainly attempted to conceal this fact.**

He was asked on cross-examination who were the officers or persons at the head of his line, and the only person he could name with whom he had dealings was Mr. Henry W. Harding of London, England, whom he understood to be the manager of the company. The witness clearly attempted to convey the impression that Messrs. Mackenzie and Mann and the Canadian Northern Railway were not identified with the Uranium Line. **We ask the Court to read this witness' testimony at the following places in the record** (fols. 1998, 2002–8, 2013, 2016–9, 2056–67, 2069–70; see also fol. 1782).

The defendants afterwards ascertained that Mr. Harding was the Local Secretary for England of the Canadian Northern Railway (Exhibits, fol. 14,788), and that the office of the Uranium Line in that city was in the Canadian Northern Railway's building, in its accounting department (Testy., fol. 5164; Exhibits, fol. 14,848).

When Mr. Thomas was recalled for further cross-examination, which was towards the close of the taking of testimony, he admitted that he remitted the receipts of the Uranium Line to Mr. D. B. Hannah, the Third Vice-President of the Canadian Northern Railway, at Toronto, and that Mr. Hannah was the person whom

he consulted as his superior (fols. 5079, 5082–3, 5126); that Mr. Hannah had guaranteed his contract of employment as agent of the Northwest Transport Line and also his contract with the Uranium Line (fols. 5081–2, 5086–90, 5092–3, 5115, 5117–9), which was signed "Uranium Line by D. B. H." (fols. 5139–40); that Mr. Harding and Mr. Hannah were the only persons with whom he communicated in regard to the company's affairs (fol. 5099).

He further testified that the line had not been making money for three or four years (fols. 5135–6, 5138, 5146) and that its liabilities were more than its assets (fols. 5100–1, 5146); but he said that the persons running the line did not seem to worry; that they appeared to have inexhaustible means back of them (fols. 5094, 5148–9, 5090).

We quote the following extracts from Peter's Circular Letters as showing Mr. Mackenzie's connection with the New York & Continental, North West Transport and Uranium lines, and the affiliation of the Uranium Line with the interests of the Canadian Northern Railway.

Affiliation of New York & Continental, North West Transport and Uranium Lines with Canadian Northern R. R.

Control of the Three Lines by Mr. Mackenzie, President of the Canadian Northern R. R.

The New York & Continental Line, which ran between Hamburg, Rotterdam and New York, from April to August, 1908, was under the management of

a Mr. Petersen of London, but Mr. Mackenzie, the President and one of the principal stockholders of the Canadian Northern R. R., appears to have been supporting him in the undertaking and supplying the money (see Exhibits, fols. 5798, 10,142, 11,332, 11,376).

The line lost money during the four or five months of its operation, and in January, 1909, the company was reorganized as the North West Transport Line, with the aid of further advances from Mr. Mackenzie, the line still remaining under the nominal management of Mr. Petersen (Exhibits, fols. 11,330, 11,332, 11,375–6, 11,400–7, 11,444–6, 11,497–9, 11,540, 11,558). After this, it stopped at Halifax on the westbound voyage from Rotterdam (see tables, *supra*).

The Northwest Transport Line continued to lose money, and in April, 1910, it was taken over by Mr. Mackenzie, and was thereafter called the Uranium Line (Exhibits, fols. 13,541, 13,595, 13,662). This line also stopped at Halifax on the westbound voyage, but no longer ran to Hamburg (fol. 13,662).

Canadian Northern starts Royal Line.

The Canadian Northern Railway, in August, 1909, through negotiations conducted by Mr. D. B. Hannah, had bought two steamers for the new line it proposed to run between Canada and Bristol, England, known as the Royal Line, which was opened in March, 1910 (Exhibits, fols. 12,410; 12,955; 13,111–3; 13,463–4).

Efforts by Conference Lines to Have Royal and Uranium Lines Join the Conference, and Admission of Royal Line.

In May, 1910, Mr. Mackenzie and Colonel Davidson, the Land Commissioner of the Canadian Northern Railway (Exhibits, fol. 14,787), met a representative of the British lines with a view to negotiating for the admission of the Royal Line and Uranium Line to the Conference. The negotiations which were had and which resulted in the Royal Line becoming a party appear in Peter's Letters and other exhibits, as follows:

(Peter's Letter No. 851, May 27, 1910, p. 4579.)

"The following telegram which I received from the Cunard Line I communicated to the Continental Lines only, as the British Lines I think are already acquainted with its contents, Liverpool: 26/5, 5.25

'On behalf of British Lines Mr. Aitchison Anchor Line met representatives Royal Line London Tuesday. Mr. Mackenzie Colonel Davidson and Mr. Peterson being present, they stated have every wish to work in friendly spirit with conference lines but felt they should **build up agents organization before entering into agreement,** which might limit their arrangements. After discussion were favorably disposed come into agreement but make it a condition that Uranium company should also be arranged with although stated Royal line has no connection with Uranium company, latter are willing to receive approaches from continental lines. Royal line prepared

maintain rates and conference commissions in every respect, Mackenzie returns Canada today but remaining representatives prepared to carry on negotiations.' "

(*Id.* No. 883, June 25, 1910, p. 4618)

"At the request of the Holland American Line I beg to communicate the following letter of Director J. G. v. Reuchlin dated 23rd instant

'With reference to the interview I had with Colonel Davidson on June 22nd, I may state the following:

'The British lines are aware through the exchange of telegrams which has taken place previously, of the fact that the Continental Lines hold a different view of the nature of the understanding reached in Paris under Minute 149.

'From the report submitted by Mr. Aitchison the Continental Lines had the impression that Mr. Mackenzie and Col. Davidson had shown utter indifference as to coming into contact with the Continental Lines and the latter therefore feared that in formally opening negotiation with these gentlemen the latter might gain the impression that the Continental Lines were showing great anxiety to come to an understanding with them.

'I was therefore gratified to learn from Mr. Aitchison that on his subsequent meeting with Col. Davidson, Saturday last the latter had expressed himself desirous of meeting the Continental Lines in either

London or Liverpool, or even to the extent of going to the Continent for that purpose. Mr. Aitchison further acquainted me with the fact that the proper basis had been found for an agreement on rates and commissions both for British and Scandinavian business westbound and eastbound between the "Royal" and British Conference Lines and that the completion of such an agreement only waited for the Continental Lines' coming to an arrangement with the Uranium Steamship Company. In the meantime having received word from Col. Davidson I went to see him and explained to him that having been informed that he had expressed a wish to see the Continental Lines, and being in London and having received his note, I had much pleasure in *personally* making his acquaintance, but not as a delegate of the Continental Lines, as I had no mission whatever. I told that I was not prepared to discuss either rates or commissions, but that I had simply in view to ask him frankly what his intentions were with the Uranium Steamship Company, which Line, I understood, was being controlled by the Canadian Northern Railway, and was competing with our company in the New York trade in which, to my knowledge, the Canadian Northern Railway as such had no natural interest.

'Col. Davidson replied that I had not been informed correctly, that the Uranium Co. had nothing to do either with the Canadian Northern Railway or with the firm of Messrs. Mackenzie & Mann, but that it should be regarded as a very unwelcome inheritance left to Mr.

Mackenzie personally who is the only one interested in the company.

'Col. Davidson further explained that Mr. Mackenzie would never have started this line on his own initiative but that Mr. Petersen with whom he entertains friendly relations had interested him some years ago in his scheme of starting a direct line from the Continent to Canada and New York. Ever since that moment Mr. Mackenzie has been obliged to invest more money in this enterprise until in the beginning of this year, Col. Davidson had been invited by Mr. Mackenzie to look into the working of this line and its prospects. Col. Davidson had thereupon in February last advised Mr. Mackenzie to either abandon the line entirely or reconstruct it by taking it out of the hands of Mr. Petersen and substituting a more careful and a more economical management. Col. Davidson assured me that Mr. Petersen has now nothing to do any more with the Uranium Steamship Company. I did not want to ask why then Mr. Peterson had been present at the first meeting of Mr. Aitchison regarding the "Royal" Line as I did not consider it wise to show that Mr. Aitchison had reported in detail to the Continental Lines.

'Col. Davidson then said that in consideration of the large sums already expended in this line, Mr. Mackenzie finally decided to go on with it once more. Three steamers were acquired by purchase, the "*Uranium*," the "*Volturno*" and the "*Campania*," and a new company had been formed, "The Uranium Steamship Company."

'In the course of the conversation which lasted over an hour and in which the land and rail interests of the Canadian Northern were fully discussed, I received the impression that whilst the Royal Line has been established by the Canadian Northern Railway with the firm intention to maintain it, it will largely depend on the results obtained with the Uranium Line whether the latter is going to be continued. Col. Davidson is fully convinced of the fact that the Canadian Northern Railway as such has no interest whatever in Mr. Mackenzie's maintaining a steamship service on New York. The passengers landed at Halifax are naturally to a certain extent interesting to their rail interests, but the majority of them lands in New York where practically all the cargo is discharged, and eastbound all the cargo loaded, whilst the eastbound passengers come exclu sively from the United States.

'Col. Davidson at the end again approached the question as to whether I could not agree rates with the Uranium Co., but I told him that I was not prepared to discuss any agreement. He then asked me if I would report to the Continental Lines about our conversation and said that he should like to meet the Continental Lines but that he was leaving for Canada on July 7th. I replied that as far as I could see no meeting of the Continental Lines would take place before that date. Col. Davidson then continued that there were practically no more differences between Mr. Aitchison and himself with regard to the Royal Line but that he understood that the latter's admittance to the British Conference

was dependent on an understanding being arrived at between the Continental Lines and the Uranium Steamship Co. I confirmed this, whereupon Col. Davidson remarked that he could not admit that these two questions should be mixed up; for him these were two separate questions which should be treated separately.

'I consider this a very important point because it shows that there is great anxiety on the part of the Royal Line to be admitted to Conference. This should make the lines cautious; for the very reason why Col. Davidson wishes to separate these two questions, the lines must combine them.

'I may add that our conversation was carried on in a most friendly spirit and ended in the promise being made by Col. Davidson to return my visit in Rotterdam next week.

'As I had no authority to act as a representative of the Lines, I refrain from making any recommendations. I judge that within short the Continental Lines after they shall have consulted each other will be in a position to state to the British Lines which course in their opinion should be pursued in dealing with the Royal and Uranium Lines; in the meantime I think no further steps should be taken.

Yours truly,

Signed J. G. REUCHLIN.'"

(Peter's Letter No. 910, July 15, 1910, p. 4681.)

" The Holand America Line write :

' Although it is to be borne in mind that it is a rumor emanating from Mr. Peterson, we consider it of sufficient interest to the Lines to inform them that according to our informant it is said to be the intention of the Canadian Northern Railway to lay up the Royal Line steamers " *Royal Edward*" and " *Royal George*" by the end of October on account of their heavy running expenses and to substitute these steamers in the Bristol Line by those employed at present by the Uranium SS. Co. in the Rotterdam service, thereby discontinuing the latter.' "

(*Id.* No. 949, Aug. 16, 1910, p. 4729)

" Last night I received following telegram from the Secretary of the N. A. P. C.:

' Arrangements concluded with Royal Line who enter British and Scandinavian westbound third class rate agreements on same lines as Canadian Pacific and same rates as Empress steamers, Continental business westbound: Royal Line to charge not less than lowest rate of any British Canadian line and **only to carry Uranium passengers in the event of steamer breaking down** of which they must produce satisfactory evidence. Eastbound: Royal line joins subsidiary agreement to AA with percentage of one decimal fifteen. For first and Second class business join Agreements V and W taking same rates as Empress steamers '."

(Oelrichs & Co. to N. G. Lloyd, Oct. 7, 1910, p. 2951):

"Today we received a visit from Mr. William Phillip, Traffic Manager of the Canadian Northern Line, which, as you know, supports the Royal Steamship Line between Bristol and the Canadian ports, and which was admitted to the conference on the other side only a short time ago.

"Mr. Phillip advises us that they had already considered putting more steamers into service to increase the same and, of course, in this connection had thought of the steamers of the Uranium S. S. Co., which was supported by some of their principal stockholders. We intimated to Mr. Phillip that the withdrawal of these steamers from the New York service would undoubtedly help adjust the existing difficulties here, as Mr. Phillip since his connection with the Royal S. S. Co. has undoubtedly always endeavored to conduct the business in conformity with the agreement and the existing regulations and usages. Today, also, he repeatedly expressed the opinion that it was absolutely not necessary to resort to measures, such as had been used by the S. S. Co. mentioned, the Uranium S. S. Co. and its predecessors."

We believe that all the charges of unfair competition made by Mr. Thomas originated with him *personally* and not with his line from what follows:

Alexander Committee's Inquiry.

When the Alexander Committee was in session, it requested United States Consuls to furnish reports upon " Methods and practices of Steamship Lines, etc." In compliance with this request the American Consul General at Rotterdam made a report dated June 8, 1912, which was published in the record of the proceedings of the Alexander Committee, Vol. 3, page 88.

It is evident from this report that the only grievance of the Uranium Line was that it was unable to transport passengers through Germany on account of the German Government regulations.

The following extracts from this report refer clearly to the Uranium Line, as no other non-conference line meets the description given:

> " The regular steamship lines running to the ports of the Netherlands and engaged in the foreign carrying trade of the United States comprise the Holland-America Line, the Uranium Steamship Co. and the Russian-American Line. The first two companies maintain regular services between Holland and the United States, whereas the Russian-American Line steamers only call at Rotterdam on the way from America to Russia.
>
> * * * * * *
>
> " The Uranium Steamship Co. is reported to be owned and controlled by the Canadian

Northern Railway. It carries on a fortnightly passenger and freight service to New York via Halifax, at which latter port it lands passengers and discharges cargo for Canada before proceeding to New York.

* * * * * *

" Shippers and importers here deny that the rates charged by the various steamship lines are detrimental to commerce or trade relations with America, and even the _____ an opposition line to the Holland-American line —which latter is supposed to belong to the 'pool'—declines to say that any undue competition or discrimination in rates is practiced by the 'pool' lines, except in a certain instance, as stated below.

" I beg here to quote some expressions obtained from the _____ of the aforementioned _____ and from certain shippers and importers, who have been interviewed by this office.

_____ of the _____, upon being requested by the writer to state any grievance which he might have against the so-called 'pool' lines forming the steamship combination plying between Europe and the United States, replied that he had no definite charges to make, except as follows:

" The _____ Co., not being a member of the North Atlantic Conference, cannot bring passengers through any part of the German Empire. Russian passengers, whether from the north or south, have to be routed over Krakau (Austrian-Russian frontier); and

thence to Vienna—Basel, Switzerland—Delle, Swiss French frontier—Nancy and Belfort, France—Antwerp, Belgium—and finally to Rotterdam. Austrians and others are all routed by way of Vienna, and then the route already shown is followed. This long, circuitous route not only inflicts considerable hardship on the passengers, but is a great source of expense to the company—our rate must absorb the difference between travelling by way of Germany and the route prescribed herein.

* * * * *

"When the instruction to furnish a report *re* the 'Methods and Practices of Steamship Lines, etc.', was received from the Department of State, the writer went at once to the aforementioned_____of the_____ _____Line and invited him to make any statement or any complaint he might desire regarding the actions, discriminations, and general methods of any steamship combination or 'pool' which he might know to exist, but the foregoing statement was all he could be induced to make. _____ was asked specifically to state whether or not the_____ Line had even tried to prevent him from getting passengers or freight at this port, or had offered lower rates, in order to get traffic away from the_____Line, but these questions were answered in the negative."

Government's counsel, on the argument of the present case in the court below, announced that they withdrew any further contention in regard to the con-

trol stations on the German frontier, as they had come to the conclusion that they were under Government supervision. As the grievance which is referred to in the above consular report involves substantially the same point, no further discussion of the subject seems necessary. The Uranium Line was not licensed to transport immigrants through German territory.

V.

The right of the conference lines to receive a commission or commercial allowance from the railroads for undertaking the sale of their tickets in Europe and this country by means of the conference agency system cannot be raised in this suit, as this point is not pleaded in the petition and the introduction of evidence thereon was duly objected to by the defendants (fols. 1080, 1208, 2426).

The granting of a commission or commercial allowance to the steamship lines by the railroads has existed since about the middle of the eighties, in connection with the arrangement between them for the routing of passengers through the immigrant station at this port. (10 Interstate Commerce Com'n Reports, 27.) A sufficient consideration exists for the payment of this commission, as the steamship lines completely relieve the railroads of the work of selling their railroad

tickets in Europe and this country, this service being performed by the conference agency system. The agency system of the outside lines was evidently not such that the railroads were willing to entrust them with their business.

The defendants have not attempted to offer proof on this subject, because the matter is not presented by the petition in this suit.

CHOATE, LAROCQUE & MITCHELL,
Solicitors for North German Lloyd.

WM. G. CHOATE,
JOSEPH LAROCQUE,
NELSON SHIPMAN,
Of Counsel.

APPENDIX.

Policy of United States in regard to Ocean Transportation.

From Report of Alexander Committee (pp. 295-303).

Advantages of Shipping Conferences and Agreements in the American Foreign Trade.[1]

Practically all steamship representatives who testified before the Committee, as well as a majority of the leading American exporting and importing firms who expressed their views on the subject to the Committee, contended that shipping agreements, conference relations, or oral understandings which steamship lines have effected among themselves in nearly every branch of our foreign trade are a natural evolution and are necessary if shippers are at all times to enjoy ample tonnage and efficient, frequent, and regular service at reasonable rates. Such agreements, it is contended,

[1] The reader is referred to the "Summary of replies received by the Committee in answer to its circular letter of Feb. 18, 1913, relating to the advantages and disadvantages of steamship agreements and conferences," published in Vol. 2, pp. 1397-1408 of the Committee's proceedings. This summary represents the views of leading exporting and importing firms operating at our most important ports. Portions of this summary are reproduced in this chapter. The reader is also referred to the report submitted to the Committee on the Merchant Marine and Fisheries by the Committee appointed by the representatives of steamship lines maintaining established services from New York to foreign countries, including Porto Rico and the Philippines, under date of Mar. 3, 1913. This Report is published in Vol. 2, pp. 1357-1374.

are a protection to both shipper and shipowner. To the shipper they insure desired stability of rates and the elimination of secret arrangements with competitors. To the shipowner they tend to secure a dependable return on the investment, thus enabling the lines to provide new facilities for the development of the trade. Furthermore such agreements are held to furnish the means for taking care of the disabilities of the weaker lines, whereas unrestricted competition, based on the survival of the fittest, tends to restrict the development of the lines and in the end must result in monopoly. Briefly outlined, the advantages secured through agreements and cooperative understandings, as presented to the Committee, are the following:

I. Improvement in service:

1. Regularity of service, resulting in the following advantages:

(*a*) Opportunities to merchants for shipping are increased, resulting in a much greater increase in the volume of trade, especially to new or remote markets, than would be the case if goods could be supplied only at irregular intervals.

(*b*) Fixed dates of sailings at regular intervals enable shippers to work with smaller stocks than they otherwise could, thus reducing unnecessary risks, as well as storage charges.

(*c*) Makes unnecessary the engaging of cargo space considerably in advance, and shippers incur

no penalty or other inconvenience if unable or unwilling to ship goods at the last moment.

(*d*) Merchants are enabled to make forward contracts for the delivery of goods at a definite date. This factor is important in connection with stability and uniformity of rates. In view of both factors merchants can make contracts for forward delivery at a definite date and price, including cost, freight, and insurance. Such contracts are of vital importance in the trade of to-day, which is largely conducted in large quantities and on the basis of orders placed months ahead and calculated on a small margin of profit.

(*e*) Without regularity of service in the long-distance voyages, or in the new and undeveloped services, American merchants and manufacturers would be operating at a great disadvantage as compared with European merchants, who now have the benefit of a more highly developed service from European ports to foreign markets.

(*f*) A better distribution of sailings is secured. Under unrestricted competition a number of vessels may sail from the same port within a day or week, resulting in no sailings from that port for a considerable period thereafter. Under a system of co-operation, however, both the time and ports of sailings are agreed upon, thus "avoiding the waste involved in several ships calling at ports which require only one, and giving an excess tonnage on

one date and a corresponding lack of tonnage at other times."

(*g*) A large portion of American exports coming from the interior, it follows that, with regular sailings, goods arriving late and missing one steamer may be dispatched by the next steamer of another line, thus causing only a short period of waiting, with the result that unnecessary port charges are avoided, the accumulation of goods is prevented, and the loading and delivery of cargo is facilitated.

2. Greater security is given to capital invested in the steamship business and because of this greater security shipowners are enabled to supply an adequate number of vessels of a higher class and greater speed than the ordinary tramp. Moreover, conditions surrounding most trades are dissimilar as regard the depth of water at the ports, the nature of the cargo offered, and the quantity of freight moving during certain seasons. By giving vessel owners a dependable return on the investment they are enabled to provide new facilities for the development of the trade and to adequately adapt the sailings, speed, and equipment to the particular trade. To many merchants the adaptability of the service to the requirements of the trade is highly essential, because of the nature of their exports and imports. The benefits claimed for this advantage are the following:

(*a*) Cargo is delivered in better order and with greater dispatch and regularity.

(*b*) Insurance premiums on cargo are reduced, and the rate of insurance may be counted upon as more uniform and stable, thus again favoring merchants in making contracts for the forward delivery of goods.

(*c*) Loss of interest on the cargo while in transit is reduced.

(*d*) Shippers are relieved of anxiety as to the class of vessel by which their freight will be shipped.

II. Stability of rates over long periods of time:

1. Removes the inconvenience which would exist if merchants and shippers were obliged to quote different propositions on nearly every consignment, thus eliminating what was formerly an undesirable speculative risk under the open competitive system. A uniform selling price in foreign markets is considered highly essential by merchants. Moreover, conference lines seek to give reasonable notice of alteration in rates, and when increasing their rates shippers are allowed to declare outstanding contracts at the lower rate.

2. Reduces the complaints from buyers abroad. American exporters assert that during periods of rate competition complaints from foreign buyers are numerous if sales to them do not happen to be on the lowest basis of cost and freight, while if there is uniformity in rates, even though these rates be on a higher level, it is seldom that foreign consignees make complaints.

3. Enables shippers and merchants to calculate laid-down costs and sell goods for delivery in the future. American exporters assert that such contracts for future delivery are to-day a necessity, and in this respect nothing is regarded so detrimental to the export trade as uncertainty regarding sailings and violent fluctuations in freight rates. Fixed rates under a system of co-operation, on the contrary, make possible the contracting for space for months, for a year, or even longer in advance, if desired. Such facilities are enjoyed by foreign exporters to competitive markets, and it is essential that American shippers should be placed on an equally favorable basis. Prominent exporting firms have again and again asserted to the Committee that they have experienced various rate wars during the past 10 to 15 years and are convinced that the present condition of fixed rates and regular sailing opportunities places all merchants upon the same basis as regards their estimates on contracts and produces much better results for the exporter and manufacturer than could be possible under the old order of things.

4. During periods of rate cutting buyers abroad generally pursue a policy of buying from hand to mouth instead of placing large orders for shipments ahead, because they never know what the goods will cost them by the time the same are received. If they foresee serious fluctuations in rates during the one or more months which are required to dispose of large lots of

merchandise, they prefer to buy small lots, even at a greater cost, in order to have a chance to meet their competitors.

5. During periods of rate cutting steamship owners are reluctant to make forward contracts for the carriage of freight because of unwillingness to sell cargo space for the future at a loss.

6. While competition in rates between conference lines ceases, competition in facilities continues. Although the conference system largely results in placing rates outside the influence of competition, by pursuing a policy of charging "what the traffic will bear," these rates must ultimately be reasonable for the following reasons:

(*a*) It is to the interest of the lines not to charge rates detrimental to the development of traffic. Shipowners depend for success on the good will of shippers, and to build up business must establish rates which will enable their American clients to compete successfully with foreign merchants engaged in the same trade.

(*b*) Shippers are not placed at the mercy of the conference lines, because in nearly all the important branches of the American foreign trade there is competition from regular lines serving European merchants to the same ports. The lines serving American merchants must meet the rates

of the regular lines trading to the same ports from foreign countries. In other words, world conditions govern ocean rates to and from the United States.

(*c*) If the rates of the regular lines, to quote the New York committee, "should exceed or even approximate the chartered rate for tramp steamers, large shippers immediately protect themselves by the employment of tramps for the transportation of their shipments. Small individual shippers who can not accumulate merchandise in quantities sufficient to justify the charter of tramp steamers are at such times served by charter brokers, who are always ready, when rates by the regular lines advance to such a point that a profit can be made by charter, to lay chartered ships on the berth, themselves accumulating the shipments of numbers of small merchants, who by this means can always protect themselves against oppression" (Vol. 2, p. 1363).

Despite the great increase in ocean rates in recent years the great majority of leading exporting and importing houses which have expressed their views on the subject to the Committee consider the present rates charged by the steamship lines as fairly reasonable when compared with charter rates prevailing the world over, and taking into consideration the capital invested, the increased cost of operation, the better character and

reater speed of the vessels, the greater regularity of ailings, the maintenance of depreciation and sinking nds, the facilities of the ports of call, and the frequent sence of return cargo. While many of the firms ex-ess a desire for a lower level of rates than exists -day, provided they are uniform, they frankly ad-it that the present high rates, as long as they are eady over considerable periods of time and equally plicable to all without rebates or other special vors, do not militate against them nearly so much as uld a lower level of rates if the same was a fluctuat-g one and was accompanied by irregularity in sailings. oreover, the large increase in the number of steamers d in their size during the past 15 years in nearly all isions of our foreign trade is pointed to as showing e desire of the lines to keep pace with the growth of country's export trade. It was also the general ertion that the regular lines give shippers advantages contrasted with tramp steamers. Not only are their es uniform and their sailings reasonably regular, but ir steamers are faster and their service better, and he main these advantages overbalance the increase ates.

III. Uniform freight rates secured to all merchants.

Uniform rates protect the small against the large ppers, and relieve all shippers from the effects of erhand discrimination. Under open competition erful shippers, or combinations of shippers, can ob- preferential rates, while under a system of co-ation it is not to the interest of the conference to

give special terms to powerful clients. Rate wars are detrimental to the interests of small shippers because the object in every rate war is to obtain the freight of large shippers by offering special rates. The inevitable result of rate wars is a gradual monopolization of the trade in given commodities by the more powerful shippers.

Almost without exception, the testimony before the Committee of conference line representatives shows that it is the purpose of their lines to charge uniform rates and to extend equal opportunities to all shippers. Practically all shippers, also, who in their statements to the Committee were favorable to agreements and conferences, took the view that to maintain equal treatment toward small and large shippers it is absolutely necessary that steamship lines should be allowed to co-operate, and that the improvement toward greater fairness between shippers is due to the fact that the lines have co-operated. Competition in the steamship business was regarded by them as the demoralization rather than the life of trade; as the means of introducing uncertainty instead of certainty, and inefficiency instead of efficiency; and that, inevitably, while all shippers are placed ultimately at a disadvantage through open competition, the small shipper fares much worse than his stronger competitor.

IV. Prevent the elimination of weaker lines in the various trades.—Unrestricted competition, based on the survival of the fittest, tends to restrict the develop-

ment of the lines and in the end results in monopoly. Just as rate wars result in the monopolization of trade by the larger shippers, so also do they result in the monopolization of the carrying trade by one or a few of the most powerful carriers. This is especially true in the long-voyage trade where pooling becomes desirable. Here equal rates cannot be charged by all the lines in a given trade unless all are equal in speed and equipment. High-class freight, paying the most remunerative rates, would go to the best ships, while the least remunerative cargo would be shipped by the inferior boats. As reported by the New York Committee of steamship representatives: "By means of pooling the weaker line is compensated for its failure to obtain a fair share of the more remunerative goods and by living alongside the strong line adds to the total of the shipping facilities which the trade may reasonably require." (Vol. 2, p. 1368.)

In addition to the combinations by agreement there are numerous instances of consolidations among steamship lines by actual amalgamation or through stock control of subsidiaries. (The most notable examples of such consolidations are the International Mercantile Marine Co., the Royal Mail Steam Packet Co., the Hamburg-American Lines, and Furness, Withy & Co.). This movement toward actual consolidation by ownership, various witnesses have emphasized, would have taken place more rapidly and on a much larger scale if the making of steamship agreements and conferences had been impossible. In

the absence of co-operation through written or oral agreements, according to these witnesses, only two alternatives present themselves, viz., consolidation by actual ownership or the elimination of the weaker lines through cut-throat competition.

V. Maintenance of rates from the United States to foreign markets on a parity with those from other countries, thus enabling American merchants to compete successfully with foreign merchants. It has been the contention of all the conference line representatives who have appeared before the Committee that their lines make every effort to keep American rates to foreign markets on a parity with European rates. The Committee has received only 27 complaints from exporting interests charging that American and European rates to the same destination are not kept on a parity, to the detriment of their business; and it should be noted that less than half of these complaints present any definite data tending to confirm the complainant's charge. A majority of the complaints are general in character and merely call attention to the desirability of having some properly constituted authority investigate this subject from time to time. In answer to these charges the New York Committee of steamship line representatives maintains that—

> while occasional differences arise, as a rule shippers are not charged higher rates from this country than shippers in Europe are called upon to pay on the same commodity. In this respect

the lines running from ports of the United States are at a decided disadvantage compared with the European services, because the classes of cargo offered from American ports are of lower grade than those received by the European lines. A ship sailing from Europe will obtain better freight earnings because it carries a larger percentage of high-class cargo, while the expenses incurred in United States ports are always considerably higher than those of a vessel loaded at European ports. Besides, many of the lines running from this country to foreign ports, unlike the European lines, obtain no return cargoes, and are obliged to return to our ports either directly in ballast, or via some other loading port. These facts tend to increase the running expenses of the American services and would therefore justify a somewhat higher freight rate from American ports.

VI. Reduction in the cost of service, eventually resulting in lower freight rates for a high standard of service.

1. By eliminating wasteful competition among the lines, thus reducing the aggregate cost of service of all the lines.

2. By arranging the order of the sailings of the several lines at definite dates, and by regulating the sailings of the vessels of the various lines in such a manner as to prevent a number of vessels calling at ports which require only one at a given date.

VII. Cost of service can be more economically distributed over the traffic so as to develop the trade.

1. By reducing rates on articles where the rate would bear too heavily, and securing compensation on other items where the value and size justify the same.

2. By enabling the lines to view the trade "not only as it is, but as it may become." Certain ports may be placed on a reasonable footing in freight rates, although the present movement of freight would warrant much higher rates. This is especially true where pooling is practiced. "In connection with the operation of a steamship conference," as reported by the New York Committee,

> poolings is nothing more than an equalization of expenses and earnings by the component members of a conference with the object that the conference shall furnish all the facilities that are demanded for the transportation both of profitable and unprofitable cargo and for the accommodation of the least profitable as well as the most profitable ports. Under its operations regularity of service is maintained, whether full cargoes are offered or not, whether the cargoes offered at any particular time be of a more or a less profitable kind, and whether the going rates as embodied in the tariff be profitable as compared with the general market value of tonnage or not; it enables the conferees to give service within the area of the conference operations at small or unimportant ports, often at a loss, which would have to be neglected unless such loss could be equalized by being brought

> into a division of the earnings with the other vessels which serve the more important ports. The conferees, in substance and effect, become partners for the purpose of supplying tonnage for the particular trade in which the pool operates, and they divide their earnings and losses in proportion to the capital represented by tonnage which is furnished to supply the needs of the trade. (Vol. 2, pp. 1367–1368.)

3. By increasing the number of sailings to the smaller ports. On most routes there are many ports of destination which should be served, and no one owner could serve all except at great expense, such as extra steaming and port charges, and by greatly prolonging the voyage to the dissatisfaction of consignees. The natural tendency where all lines are competing would be for each owner, in order to compete in rates and speed, to avoid extra expenses and loss of time by not calling at the comparatively unimportant ports. Without pooling, it is asserted, the United States would have no direct communication to-day with many of the minor ports throughout the world whose aggregate trade with this country is very considerable. If the pooled lines, however, have agreed to compensate each other for the losses, these undesirable ports will be served as may be reasonably required.

4. By equalizing the earnings on large contracts over the members of a joint service. As expressed by the New York Committee,

> Our large manufacturers and exporters have extensive outstanding contracts for the supply

of rails, locomotives, car material, bridge work, oil, etc., to various ports. No one service alone could possibly handle such products. Shippers are often obliged at stated periods to make large shipments of a kind of material which would be quite unsuitable for a steamer, such as rails, on which the earnings would be much below those of succeeding steamers which would carry other portions of construction material covered by the same contract, the rates for which would be far more remunerative. Only a joint service which could equalize the earnings under the whole contract would carry the materials covered by these large contracts without charging freight rates so prohibitive as to deprive the American manufacturer of the opportunity of securing the contracts in competition with foreign manufacturers. So the conference lines are able to maintain their schedules and provide for the export trade even at a loss to the individual ship. (Vol. 2, pp. 1368–1369.)

* * * * * *

From "Recommendations" of the Committee (pp. 416-7).

These advantages, the Committee believes, can be secured only by permitting the several lines in any given trade to co-operate through some form of rate and pooling arrangement under Government supervision and control. It is the view of the Committee that open competition cannot be assured for any length of time by ordering existing agreements terminated.

The entire history of steamship agreements shows that in ocean commerce there is no happy medium between war and peace when several lines engage in the same trade. Most of the numerous agreements and conference arrangements discussed in the foregoing report were the outcome of rate wars, and represent a truce between the contending lines. To terminate existing agreements would necessarily bring about one of two results: the lines would either engage in rate wars which would mean the elimination of the weak and the survival of the strong, or, to avoid a costly struggle, they would consolidate through common ownership. Neither result can be prevented by legislation, and either would mean a monopoly fully as effective, and it is believed more so, that can exist by virtue of an agreement. Moreover, steamship agreements and conferences are not confined to the lines engaging in the foreign trade of the United States. They are as universally used in the foreign trade of other countries as in our own. The merchants of these countries now enjoy the foregoing advantages of co-operative arrangements, and to restore open and cutthroat competition among the lines serving the United States would place American exporters at a disadvantage in many markets as compared with their foreign competitors.

Proposal of the United States to other Countries for the Establishment of a Permanent International Commerce Commission on Merchant Marine and on Ocean Freight Rates.

1914–5.

(38 Stat. 779.)

Joint Resolution of Congress.

[H. J. Res. 311.]

Joint Resolution Instructing American delegate to the International Institute of Agriculture to present to the permanent committee for action at the general assembly in nineteen hundred and fifteen certain resolutions.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That in accordance with the authority of letter (f) of article nine of the treaty establishing the institute, which provides that it shall "submit to the approval of the Governments, if there be need, measures for the protection of the common interests of farmers," the American delegate to the International Institute of Agriculture is hereby instructed to present (during the nineteen hundred and fourteen fall sessions) to the permanent committee the following resolutions, to the end that they may be submitted for action at the general assembly in nineteen hundred and fifteen, so as to permit the proposed conference to be held in Rome during the fortnight preceding the session of the general as-

sembly of the institute in nineteen hundred and seventeen:

"RESOLUTIONS.

"The general assembly instructs the International Institute of Agriculture to invite the adhering governments to participate in an international conference on the subject of steadying the world's price of the staples.

"This conference shall consist of members appointed by each of the governments adhering to the institute, and is to consider the advisability of formulating a convention for the establishment of a permanent International Commerce Commission on Merchant Marine and on Ocean Freight Rates with consultative, deliberative and advisory powers.

"Said conference to be held in Rome during the fortnight preceding the session of the general assembly of the institute in nineteen hundred and seventeen."

Approved, September 19, 1914.

International Institute of Agriculture at Rome, Italy.

Created by Convention between the United States and 39 Other Powers.

Signed at Rome, June 7, 1905.

Ratification advised by the Senate, June 27, 1906.
Ratified by the President, July 7, 1906.
Ratification Deposited with the Gov't of Italy, Aug. 31, 1906.
Proclaimed January 29, 1908
(35 Stat. 1918).

The Convention recites that in a series of meetings held at Rome, from May 29 to June 6, 1905, the delegates of the Powers convened at the Conference for the creation of an International Institute of Agriculture, and agreed upon the Convention, to be dated June 7, 1905.

The important provisions of the Convention are as follows:

ARTICLE 1.

There is hereby created a permanent international institute of agriculture, having its seat at Rome.

ARTICLE 2.

The international institute of agriculture is to be a government institute, in which each adhering power shall be represented by delegates of its choice.

The institute shall be composed of a general assembly and a permanent committee, the composition and duties of which are defined in the ensuing articles.

ARTICLE 3.

The general assembly of the institute shall be composed of the representatives of the adhering governments. * * *

ARTICLE 4.

The general assembly shall elect for each session from among its members a president and two vice-presidents.

The sessions shall take place on dates fixed by the last general assembly and according to a programme proposed by the permanent committee and adopted by the adhering governments.

ARTICLE 5.

The general assembly shall exercise supreme control over the international institute of agriculture.

* * * * * * *

The presence at the general assemblies of delegates representing two-thirds of the adhering nations shall be required in order to render the deliberations valid.

ARTICLE 6.

The executive power of the institute is intrusted to the permanent committee, which, under the direction and control of the general assembly, shall carry out the

decisions of the latter and prepare propositions to submit to it.

ARTICLE 7.

The permanent committee shall be composed of members designated by the respective governments. Each adhering nation shall be represented in the permanent committee by one member. However, the representation of one nation may be intrusted to the delegate of another adhering nation, provided that the actual number of members shall not be less than fifteen.

* * * * * * *

ARTICLE 8.

The permanent committee shall elect from among its members for a period of three years a president and a vice-president, who may be re-elected.

* * * * * *

ARTICLE 9.

The institute, confining its operations within an international sphere, shall—

(*a*) Collect, study, and publish as promptly as possible statistical, technical, or economic information concerning farming, both vegetable and animal products, the commerce in agricultural products, and the prices prevailing in the various markets;

(*b*) Communicate to parties interested, also as promptly as possible, all the information just referred to;

(*c*) Indicate the wages paid for farm work;

(*d*) Make known the new diseases of vegetables which may appear in any part of the world, showing the territories infected, the progress of the disease, and, if possible, the remedies which are effective in combating them;

(*e*) Study questions concerning agricultural co-operation, insurance, and credit in all their aspects; collect and publish information which might be useful in the various countries in the organization of works connected with agricultural co-operation, insurance, and credit;

(*f*) Submit to the approval of the governments, if there is occasion for it, measures for the protection of the common interests of farmers and for the improvement of their condition, after having utilized all the necessary sources of information, such as the wishes expressed by international or other agricultural congress or congresses of sciences applied to agriculture, agricultural societies, academies, learned bodies, etc.

All questions concerning the economic interests, the legislation, and the administration of a particular nation shall be excluded from the consideration of the institute.

Annual appropriations are made by the United States for its share of the expenses of the Institute and salary of the delegate (34 Stat. 635; 35 *Id.*, 177, 678; 36 *Id.*, 343, 774; 37 *Id.*, 101, 693; 38 *Id.*, 448, 1122).

Steadying the World's Price of the Staples.

Resolutions by the Congress of the United States Presented to the International Institute of Agriculture.

(February 27th, 1915.)

The President. I wish to remind the Permanent Committee that the resolution passed by the United States Congress, which Mr. Lubin, the American delegate, will now present, was already communicated to the Committee last October. As the delegate was then in the United States it was decided to defer action until his return. I now give him the floor.

Mr. Lubin (*delegate of the United States*). In accordance with instructions from the Government of the United States, I herewith present to the Permanent Committee the following resolutions of Congress:

(Here follows the Joint Resolution as passed.)

I now move that the proposal contained in the above resolutions be placed on the program of the next General Assembly.

The President: Gentlemen, you have heard the motion. What is your pleasure?

Mr. Dop (*delegate of France*): In the first place I wish to express our thanks to the Delegate of the

United States, and through him to the government of his country. By placing before the Institute so important a question as that of ocean freight rates, the United States is taking a direct and effective step towards the solution of a problem which is of the greatest economic and political importance to the whole world. Ocean freight rates have become the pivot on which turns the whole problem of the cost of cereals. It is therefore both the duty and the interest of the International Institute of Agriculture to accept with the greatest favor the proposal laid before it. Consequently I feel justified in stating that my government will be quite willing to accept the proposal made by the Government of the United States.

Mr. de Miklos (*delegate of Hungary*). I wish here to declare that my government has authorized me to give its adherence to the proposal made by the Government of the United States that the next General Assembly should deal with the question of ocean freight rates.

Mr. Zabiello (*delegate of Russia*). I wish to congratulate Mr. Lubin on the great success he has had and on the valuable work he has performed in his country by getting the Government of the United States to ask that the question of ocean freight rates be placed on the program of the General Assembly. The proposal is one of the greatest importance, more especially for my country, which, in the matter of ocean freight rates, is almost entirely dependent on other countries. I can only express my entire support

of the proposal that the question be made part of the program of the next General Assembly.

Dr. Muller (*delegate of Germany*). I wish to associate myself to the congratulations which have been addressed to Mr. Lubin for his initiative. I have not been instructed to make a special declaration on the motion before us, but I can state that my government takes a great interest in the question. If the proposal is to be brought before the General Assembly or a special conference it is necessary that a preliminary study be made. Consequently I would ask that the Secretary General be instructed to take up the subject.

Mr. de Pozzi (*delegate of Austria*). In the first place I wish to declare myself heartily in favor of the motion presented by Mr. Lubin. I make a motion that a reporter be at once named to study the question along with the proper Bureau of the Institute.

Sir James Wilson (*delegate of Great Britain*). I wish to give my entire support to the motion presented by Mr. Lubin that the resolutions of Congress be placed before the next General Assembly. I agree, however, with the President that next October will be the proper time for deciding whether the Bureau should be ordered to draw up a report on the subject dealt with in the resolutions passed by the Congress of the United States which call for a special conference to be held.

Mr. Aldunate (*delegate of Chile*). As the representative of a country which does not possess a merchant marine, I deem it proper for me to say a few words.

The whole of Latin America has at present to submit to the freight rates formed in the great countries which possess powerful merchant marines. It is, therefore, of the utmost importance for our countries, for their economic and commercial prosperity, that a neutral ground be found, such as is afforded by the Institute, in which it is possible for us not only to get in touch with those countries which determine freight rates, but where we may find some protection for our interests which are at stake. I deem it proper to make this statement so that the merchant marine countries may take into due consideration that situation of those nations which are subject to them for ocean carriage. These nations are of great importance to the merchant marine countries, as it is they who supply the goods to be carried, and as they also largely supply Europe with her foodstuffs and with the raw material for her factories. Consequently, although I have not received direct instructions on this head, I am interpreting faithfully the economic policy to which my government constantly adheres when I give my full support to the proposal which has been brought before the Permanent Committee by the Congress of the United States.

Mr. Pinero Sorondo (*delegate of Argentine*). First of all, I wish to congratulate Mr. Lubin on the fact that, thanks to his efforts, this important question has been brought before us by the Congress of the United States. It is a question of exceptional importance for the Argentine, which has not got a merchant marine, and which

now finds itself compelled to pay enormous freight rates in order to export its products, freight rates which amount in certain cases to fully half the value of the product.

Mr. Rovira (*delegate of Uruguay*). I entirely agree with the remarks which have just been made by the delegate of Argentine, and which hold good for the country which I represent. The resolution passed by Congress has my hearty support.

The President. I put to the vote the motion submitted by Mr. Lubin that the proposal relative to ocean freight rates, contained in the resolutions passed by the Congress of the United States, be made part of the program of the next General Assembly of the Institute.

The motion was carried unanimously.

Policy of England in Regard to Ocean Transportation.

On November 30, 1906, a Royal Parliamentary Commission was appointed "to inquire into the operation of Shipping 'Rings' or Conferences generally, and more especially into the system of deferred rebates, and to report whether such operations have caused, or are likely to cause injury to British or Colonial trade, and, if so, what remedial action, if any, should be taken by legislation or otherwise".

The proceedings of the Commission are contained in five volumes, published by the English Government in 1909.

The Commission, in its Report, attributed the following advantages to the Shipping Conference and Deferred Rebate System :

1. Improvements by :
   - (*a*) the institution and maintenance of regular sailings and stable rates of freight ;
   - (*b*) the provision of steamers of high class and speed.
2. Economy in cost of service.
3. More economic distribution of cost of service.
4. The maintenance of equal rates from the United Kingdom and the Continent.
5. Uniform rates of freight to all shippers, large or small.
6. No carriage on ship's account.

The recommendations of the Commission, in brief, were that the shippers and merchants should unite by forming associations which could negotiate with the conferences with greater effect when controversies arose, and if an agreement was not arrived at, the matter could be referred to the Board of Trade for arbitration.

No legislation was enacted by Parliament.

INLAND POLICY OF DIFFERENT COUNTRIES.

England.

I.

Att'y Gen'l of Commonwealth of Australia v. Adelaide Steamship Co., Ltd and others, L. R. (1913) App. Cas. 781.

This case was decided by the Privy Council on July 25, 1913 and involved the construction of the Act passed by the Australian Legislature in 1906 for the preservation of Australian industries and for the repression of destructive monopolies. The Privy Council reviews the common law and public policy of England on the subject of monopolies and contracts in restraint of trade down to the time the Act was passed, in order to properly interpret the meaning of the words "monopoly," "destructive monopoly"and "detriment to the public" contained in the Act.

The appeal was heard before the Lord Chancellor (Viscount Haldane) and Lords Shaw, Moulton and Parker, the opinion of the Privy Council being delivered by Lord Parker, and concurred in by the other members of the court.

The case was an important one, the argument before the Privy Council having lasted 12 days, the original trial in Australia 73 days and the appeal to the High Court of Australia more than a month (29 Times Law Reports 743).

Lord Parker, in delivering the judgment of the Privy Council, says:

"The Act of 1906 was a new departure in legislation and its true construction may be a matter of far-reaching economic importance. Their Lordships propose to consider its provisions with some particularity. Before doing so, however, it will be convenient, having regard to the arguments both here and in the Courts below, to refer to the law as it existed prior to and at the passing of the Act in relation to monopolies and contracts in restraint of trade" (p. 793).

Common Law Right of Freedom of Trade, and its Limitations where Just Cause or Excuse for Interference Exists.

"At common law every member of the community is entitled to carry on any trade or business he chooses and in such manner as he thinks most desirable in his own interests, and inasmuch as every right connotes an obligation no one can lawfully interfere with another in the free exercise of his trade or business unless there exist some just cause or excuse for such interference" (p. 793).

Just Cause or Excuse for Interference: (1) Where Acts done with a Single View of the Doer's own Interests. (2) Monopoly Grants from Crown. (3) Contracts in Restraint of Trade.

"Just cause or excuse for interference with another's trade or business may sometimes be found in the fact that the acts complained of as an interference have all

been done in the bona fide exercise of the doer's own trade or business and with a single view to his own interests (the *Mogul Steamship Case*, 23 Q. B. D. 598; [1892] A. C. 25). But it may also be found in the existence of some additional or substantive right conferred by letters patent from the Crown or by contract between individuals. In the case of letters patent from the Crown this additional or substantive right is generally described as a monopoly. In the latter case the contract on which the additional or substantive right is fou nded is generally described as a contract in restraint of trade. Monopolies and contracts in restaint of trade have this in common, that they both, if enforced, involve a derogation from the common law right in virtue of which any member of the community may exercise any trade or business he pleases and in such manner as he thinks best in his own interests" (pp. 793–4).

Monopoly Grants from Crown Required a Consideration Moving to the Public.—Vexatious Interference with Trade Under Cover of Void Grants.

"The right of the Crown to grant monopolies is now regulated by the Statute of Monopolies, but it was always strictly limited at common law. A monoply being a derogation from the common right of freedom of trade could not be granted without consideration moving to the public, just as a toll being a derogation from the public right of passage could not be granted without the like consideration. In the case of new inventions

the consideration was found either in the interest of the public to encourage inventive ingenuity or more probably in the disclosure made to the public of a new and useful article or process. In the case of sole rights of trading with foreign parts it might be found in the interest of the public in new countries being opened to trade. For the validity of every monopoly some consideration moving to the public was necessary. Many of the monopolies purported to be granted by the Tudor or Stuart Sovereigns were bad for want of such consideration, and it was the vexatious interference with trade under cover of these invalid grants which led to the passing of the Statute of Monopolies" (p. 794).

Evils Formerly Considered as Attending Monopolies.

"Further, monopolies were in the eyes of the lawyers of that time attended with the following evils:—first, increase in the price of the wares, and secondly, deterioration of the wares themselves, both evils being due to the want of healthy competition (11 Rep., at 86b)" (p. 794).

Contracts in Restraint of Trade.—The Old Rule and the Modern Rule.

"Contracts in restraint of trade were subject to somewhat different considerations. There is little doubt that the common law in the earlier stages of its growth treated all such contract as contracts of imperfect obligations, if not void for all purposes; they were said to be against public policy in the sense that it was

deemed impolitic to enforce them and not because every such contract must necessarily operate to the public injury. The old common law rule against enforcing such contracts has, however, been relaxed in more recent times. Though, speaking generally, it is the interest of every individual member of the community that he should be free to earn his livelihood in any lawful manner, and the interest of the community that every individual should have his freedom, yet under certain circumstances it may be to the interest of the individual to contract in restraint of this freedom, and the community if interested to maintain freedom of trade is equally interested in maintaining freedom of contract within reasonable limits" (pp. 794–5).

The Modern Rule.—The Nordenfelt Case.

"The existing law on the point is laid down in the case of *Nordenfelt* v. *Maxim Nordenfelt Co.* ([1894] A. C. 535). For a contract in restraint of trade to be enforcible in a Court of Law or Equity, the restraint, whether it be a partial or general restraint, must (to use the language of Lord Macnaghten, evidently adapted from that of Tindall, *C. J.*, in *Horner* v. *Graves* [1831], 7 Bing. 735) be reasonable both in reference to the interests of the contracting parties and in reference to the interests of the public, so framed and so guarded as to afford adequate protection to the party in whose favor it is imposed, while at the same time it is in no way injurious to the public. Their Lordships are not

aware of any case in which a restraint though reasonable in the interests of the parties has been held unenforceable because it involved some injury to the public" (p. 795).

Term "Monopoly" as Popularly Used Equivalent to "Pernicious Monopoly."

"Lindley and Bowen, *L. JJ.*, had suggested in the Court below [in the Nordenfelt Case] that though a restraint might be reasonable as between the parties to the contract it might be unenforceable because of the "law which forbids monopolies", or because it was calculated to create "a pernicious monopoly", and there is a similar suggestion by Lindley, *L. J.*, in *Underwood* v. *Barber* [1899] 1 Ch. 300). The term monopoly cannot be here used in its proper signification of a right granted by the Crown, nor can the expression "the law which forbids monopolies" refer to any common law or statutory rule limiting the Crown's prerogative in this respect. The learned Lords Justices are contemplating a state of circumstances in which some trade or industry has passed or is likely to pass into the hands or under the control of a single individual or groups of individuals, and are indicating that if a restraint on trade is likely to produce this result, it may on grounds of public policy be unenforceable however reasonable in the interests of the parties to the contract. Such a state of circumstances may, by eliminating competition, entail the evils thought to be incident to monopoly rights granted

by the Crown, and may therefore in a popular sense be called a monopoly. It is so called by Farwell, *L. J.*, in the case of the *North Western Salt Co.* v. *the Electrolytic Alkali Co.* (107 L. T. 439) now under appeal to the House of Lords" (since reversed, see case II, *infra*).

Chief Evil Entailed by Monoply was Rise in Prices and Influenced Courts in their Attitude towards Contracts in Restraint of Trade.

"The chief evil thought to be entailed by a monopoly, whether in its strict or popular sense, was the rise in prices which such monopoly might entail. The idea that the public are injuriously affected by high prices has played no inconsiderable part in our legal history. It led, no doubt, to the enactment of most, if not all, of the penal statutes repealed by 12 Geo. 3, c. 71. It also lay at the root of the common law offence of engrossing, which, according to Hawkins' Pleas of the Crown, vol. ii., book 1, ch. 79, consisted in buying up large quantities of wares with intent to resell at unreasonable prices. It influenced the Courts in their attitude towards contracts in restraint of trade" (p. 796).

Pernicious Monopoly, Calculated to Enhance Prices to an Unreasonable Extent.

"Although, therefore, the whole subject may some day have to be reconsidered, there is at present ground for assuming that a contract in restrain of trade, though reasonable in the interests of the parties, may be un-

reasonable in the interests of the public if calculated to produce that state of things which is referred to by Lindley and Bowen, *L. JJ.*, as a pernicious monopoly, that is to say, a monopoly calculating to enhance prices to an unreasonable extent" (p. 796).

Common Law Offence of Engrossing Not Abolished in Australia.—Effect of Protective Tariff.

"In this connexion it should be noticed that the Act of 7 and 8 Vict. c. 24, which abolished the common law offence of engrossing, does not apply to the States of the Commonwealth, and that monopolies in the popular sense of the word are more likely to arise, and, if they do arise, are more likely to lead to prices being unreasonably enhanced in countries where a protective tariff prevails than in countries where there is no such tariff" (p. 796).

Burden of Establishing a Pernicious Monopoly No Light One Where Court is Satisfied Restraint is Reasonable as Between the Parties.

"It is, however, in their Lordships' opinion, clear that the onus of shewing that any contract is calculated to produce a monopoly or enhance prices to an unreasonable extent will lie on the party alleging it, and that if once the Court is satisfied that the restraint is reasonable as between the parties the onus will be no light one" (pp. 796–7).

Question One of Public Policy.

"Further, it must be remembered that the question whether restraint of trade is reasonable either in the interest of the parties or in the interest of the public is a question for the Court, to be determined after construing the contract and considering the circumstances existing when it was made. It is really a question of public policy and not a question of fact upon which evidence of the actual or probable consequences, if the contract be carried into effect, is admissible" (p. 797).

Contracts or Combinations in Restraint of Trade Never an Offence at Common Law Unless Amounting to a Criminal Conspiracy.

"It is only necessary to add that no contract was ever an offence at common law merely because it was in restraint of trade. The parties to such a contract, even if unenforceable, were always at liberty to act on it in the manner agreed. Similarly combinations, not amounting to contracts, in restraint of trade were never unlawful at common law. To make any such contract or combination unlawful it must amount to a criminal conspiracy, and the essence of a criminal conspiracy is a contract or combination to do something unlawful, or something lawful by unlawful means" (p. 797).

Right of Combining in a Common Course of Action Legal if with a Single View to the Interests of Combining Parties and not with a View to Injure the Public.

"The right of the individual to carry on his trade or business in the manner he considers best in his own

interests involves the right of combining with others in a common course of action, provided such common course of action is undertaken with a single view to the interests of the combining parties and not with a view to injure others (the *Mogul Steamship Case*, 23 Q. B. D 598; [1892] A. C. 25).

"Such having been the state of the law when the Act of 1906 was passed, their Lordships will proceed to consider the various provisions of that Act and its proper interpretation" (p. 797).

Provisions of the Australian Act.

"The full title of the Act is 'An Act for the Preservation of Australian Industries and for the Repression of Destructive Monopolies,' and Part II., comprising sections 4 to 14, inclusive, is entitled 'Repression of Monopolies.'"

Sect. 4 provides that any person who either as principal or agent makes or enters into any contract, or is or continues to be a member of, or engages in any combination in relation to, trade or commerce among the States of the Commonwealth (*a*) with intent to restrain trade or commerce **to the detriment of the public,** or (*b*) with intent to destroy or injure by means of unfair competition any Australian industry the preservation of which is advantageous to the Commonwealth, **having due regard to the interests of producers, workers, and consumers,** is guilty of an offence the penalty for which is fixed at 500 l.

Sect. 6 defines unfair competition as "unfair under the circumstances," and specifies certain cases in which the competition is to be deemed to be unfair unless the contrary be proved.

Sect. 7 provides that any person who monopolizes or attempts to monopolize, or combines or conspires with any other person to monopolize, any part of the trade or commerce among the States with intent to control, **to the detriment of the public,** the supply or price of any service, merchandise, or commodity, is guilty of an offence the penalty of which is fixed at 500 l.

Sect. 9 provides that whoever aids, abets, counsels, or procures, or by act or omission is in any way directly or indirectly knowingly concerned in or privy to an offence under S. 4 or S. 7 shall be deemed to have committed the offence and be subject to a penalty of 500 l.

Sect. 10 of the Act enables the Attorney-General of the Commonwealth to institute proceedings for an injunction restraining the carrying out of any contract or combination which is, in fact, in restraint of trade or commerce **to the detriment of the public,** or is, in fact, destructive or injurious by means of unfair competition to any such Australian industry as mentioned in S. 7.

The amending Act No. 5 of 1908 contains a section, which as amended by the amending Act No. 26 of 1909, provides that in any prosecution for an offence

against ss. 4, 7, or 9 of the Act of 1906 the averments of the prosecutor contained in the information, declaration, or claim shall be deemed to be proved in the absence of proof to the contrary, but so that the averment of intent shall not be deemed sufficient to prove such intent" (pp. 797–8).

"Destructive Monopoly" in Australian Act Equivalent to "Pernicious Monopoly."

"It is in their Lordships' opinion quite clear that the term 'monopolies' and 'monopolize' as used in the Act of 1906 do not refer to a monopoly in the strict legal sense, but in the more popular sense in which Lindley and Bowen, *L. JJ.*, used the term 'monopoly' in the dicta above mentioned. 'Destructive monopoly' is equivalent to 'pernicious monopoly' as used by the learned Lords Justices, and, no doubt, undue enhancement of the prices of goods or services is contemplated as one of the evils which may render a monopoly in the popular sense destructive or pernicious, it being assumed that such enhancement is to the public injury or detriment. Similarly there can be little doubt that one of the ways in which a restraint of trade might in the view of the Commonwealth Legislature be detrimental to the public was by its creating a pernicious monopoly in this popular sense of the word. There may, of course, be other ways in which a monopoly or restraint of

trade may enure to the public detriment, but undue enhancement of prices must certainly be one" (pp. 797–8).

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"Detriment to Public" in Australian Act Refers to Producing and Distributing Public as well as Consuming Public.

"It was also strongly urged that in the term 'detriment to the public' the public means the consuming public, and that the Legislature was not contemplating the interest of any persons engaged in the production or distribution of articles of consumption. Their Lordships do not take this view, but the matter is really of little importance, for in considering the interests of consumers it is impossible to disregard the interests of those who are engaged in such production and distribution. **It can never be in the interests of the consumers that any article of consumption should cease to be produced and distributed, as it certainly would be unless those engaged in its production or distribution obtained a fair remuneration for the capital employed and the labour expended" (p. 801).**

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Solidarity of Interest Between All Members of the Public, Producers as Well as Consumers.

"It can never, in their Lordships' opinion, be of real benefit to the consumers of coal that colliery proprietors should carry on their business at a

loss, or that any profit they make should depend on the miners' wages being reduced to a minimum. Where these conditions prevail, the less remunerative collieries will be closed down, there will be great loss of capital, miners will be thrown out of employment, less coal will be produced, and prices will consequently rise until it becomes possible to reopen the closed collieries or open other seams. The consumers of coal will lose in the long run if the colliery proprietors do not make fair profits or the miners do not receive fair wages. There is in this respect a solidarity of interest between all members of the public" (p. 809).

Mere Intention to Raise Prices not Sufficent to Prove Intention to Injure the Public.—Intent to Charge Excessive or Unreasonable Prices Must Be Apparent.

"The Crown, therefore, cannot, in their Lordships' opinion, rely on the mere intention to raise prices as proving an intention to injure the public. To prove an intention to injure the public by raising prices the intention to charge excessive or unreasonable prices must be apparent" (pp. 809–10).

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Privy Counsel Refers to Decision of U. S. Supreme Court in Standard Oil Co. Case.

"In the argument upon the true construction of the Act of 1906 considerable stress was laid on the cases decided by the Supreme Court of the United States under the analogous statute known as the Sherman Act, and in particular on the case of *Standard Oil Co. of*

New Jersey v. *United States* (221 U. S. 1). Although the judgments in this case are valuable for the light they throw on the development of the common law touching monopolis and contracts in restraint of trade, their Lordships do not think that the decisions themselves are of any real assistance in the present case. The Sherman Act, construed strictly, makes every contract or combination in restraint of trade and every monopoly or attempt to monopolize a statutory misdemeanor **irrespective of any sinister intention on the part of the accused and irrespective of any detriment to the public.** The actual decision is that contracts in restraint of trade which are enforceable at common law are impliedly excepted from the express provisions of the Act. The enforceability of the contract becomes in this way the test of its legality. There is, however, no justification for applying a similar test in the case of an Act which, like the Act of 1906, only deals with contracts or combinations or monopolies or attempts to monopolize which involve detriment to the public and in which a sinister intention is of the essence of the offence" (p. 801).

The law and policy of England and Australia as declared by the House of Lords, and that of the United States as declared by this Court, do not, however, appear to be very different.

Standard Oil Co. v. U. S. (1910) 221 U. S. 1.

"Without going into detail and but very briefly surveying the whole field, it may be with accuracy said that the dread of enhancement of prices and of other wrongs which it was thought would flow from the undue limitation on competitive conditions caused by contracts or other acts of individuals or corporations, led, as a matter of public policy, to the prohibition or treating as illegal all contracts or acts which were **unreasonably** restrictive of competitive conditions, either from the nature or character of the contract or act or where the surrounding circumstances were such as to justify the conclusion that they had not been entered into or performed **with the legitimate purpose of reasonably forwarding personal interest and developing trade,** but on the contrary were of such a character as to give rise to the inference or presumption that they had been entered into or done **with the intent to do wrong to the general public** and to limit the right of individuals, thus restraining the free flow of commerce and tending to bring about the evils, such as enhancement of prices, which were considered to be against public policy" (p. 28),

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"The statute * * * evidenced the intent not to restrain the right to make and enforce contracts, **whether resulting from combination or otherwise,** which did not **unduly** restrain interstate or foreign commerce, but to protect that commerce, from being restrained by methods, whether old or new, which

would constitute an interference that is an **undue** restraint" (pp. 59–60).

U. S. v. American Tobacco Co. (1910) 221 U. S. 106.

"Applying the rule of reason to the construction of the statute, it was held in the **Standard Oil Case** [221 U. S. p. 1], that as the words 'restraint of trade' at common law and in the law of this country at the time of the adoption of the Anti-trust Act only embraced acts or contracts or agreements or combinations which operated **to the prejudice of the public interests** by **unduly** restricting competition or **unduly** obstructing the due course of trade or which, either because of their inherent nature or effect or because of the evident purpose of the acts, etc., injuriously restrained trade, that the words as used in the statute were designed to have and did have but a like significance. It was therefore pointed out that the statute did not forbid or restrain the power to make **normal and usual contracts to further trade** by resorting to all normal methods, whether by agreement or otherwise, to accomplished such purpose" (p. 179).

II.

The Northwestern Salt Co., Ltd. v. The Electrolytic Alkali Co., Ltd. L. R. (1914) App. Cas. 461.

This case was decided by the House of Lords on February 12th, 1914, the same Judges composing the

Court as in the previous case, excepting that Lord Sumner sat in the place of Lord Shaw.

The plaintiff company was a combination of salt manufacturers formed for the purpose of regulating supply and keeping up prices, and it had the practical control of the inland salt market.

The Lord Chancellor says:

> " Unquestionably the combination in question was one, the purpose of which was to regulate supply and keep up prices. But an ill-regulated supply and unremunerative prices might in point of fact be disadvantageous to the public. Such a state of things might, if it was not controlled, drive manufacturers out of business, or lower wages, and so cause unemployment and labour disturbance. It must always be a question of circumstances whether a combination of manufacturers in a particular trade was an evil from a public point of view. The same thing was true of a supposed monopoly " (p. 469).
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> " It may be, for all that appears, that agreements of this kind were the only effective method of preventing domestic competition from being carried to a length which would ultimately prove not merely ruinous to the parties themselves, but injurious to the public, even outside that portion of it which was dependent on the prosperity of the salt manufacturing industry " (p. 471).

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Lord Parker says:

> " The competition between salt producers within the area covered by the agreement of September 11, 1906, either *inter se* or with salt producers outside of this area may have been so drastic that some combination limiting output and regulating competition within the area so as to secure reasonable prices may have been necessary, not only in the interests of the salt producers themselves, but in the interest of the public generally, for it cannot be to the public advantage that the trade of a large area should be ruined by cut-throat competition " (pp. 479–81).

Germany.

Agreement AA is valid under the laws of Germany. This was testified to by Dr. Schnitzler, a competent expert on the German Law, who shows that the law of that country does not favor unrestricted competition and refers to numerous decisions of the Imperial Court of Germany on the subject (Test'y, vol. 3, fols. 5294–5300, 5305–6; Exhibits, vol. 10, p. 492 *et seq.*).

The following extracts from the decisions of the Imperial Court show the policy of that country in regard to unrestricted competition:

Decision in the Case of the German Booksellers' Association of Leipzig—June 25, 1890 (Record, vol. 10, p. 4952).

In this case, the Imperial Court, in recognizing that the purpose of the association of bookdealers in

regard to rebates was lawful and justified by the historical development of the book trade in Germany, says:

> "In the first place, it seems in point to deal with certain allegations made on behalf of the plaintiff according to which it would appear that the very object of the association, consisting in the imposition on all members of the trade of fixed rules as to the rebate to be allowed to customers, was in itself an unlawful interference with the free formation of prices to which the customers were entitled, as well as a restriction on the freedom of trade, and therefore constituted a violation of public order and was an act '*contra bonos mores*,' and that the Association was in the nature of a 'ring.' In answer to these allegations it is necessary to point out that they might be relevant if there had been an association of persons, who, for their speculative purposes, had as their object the command of the market for a particular kind of goods and the hemming in of the free action of economic forces, which might operate against such purposes. But such combinations must be kept entirely apart from the associations of persons in the same trade, who, in good faith, co-operate for the purpose of preserving the vitality of such trade, by preventing the depreciation of the products of such trade, and the other disadvantages arising from mutual underbidding. It does not follow from the principle of the freedom of trade that the free play of economic forces is to be unassailable, to the extent of making it unlawful for traders to attempt

any regulation of the operation of these forces by means of associated self-help, or to restrain each other from acts deemed to be harmful to to the common cause."

Decision in the Case of the Saxon Wood Pulp Manufacturers' Syndicate—Feb. 7, 1897 (Record, vol. 10, p. 4955).

The Imperial Court says:

"The association now suing, as is expressly stated in the articles of association and not denied by the parties, has been organized to prevent, in the future, destructive competition between the Saxon Wood Pulp Manufacturers and to make possible the obtaining of higher prices than could be obtained from unrestricted competition. Regarding the question whether a combination pursuing such objects violates the principle of freedom of trade expressed in the Trade Law, two points of view are to be considered: *First*, whether, by a combination of trade people for the purpose of maintaining certain minimum prices for their products, the intentions of the legislator, in so far as he desires to further the interests of the community by liberty of trade, are not militated against in an inadmissible manner; *Second*, whether by agreements of the kind in question, the individual freedom of a person is limited in a manner violating the intention of the legislator.

"The first question has repeatedly been answered in the affirmative, especially outside of Germany (citing text-writers), but, on the other hand, the following must be considered.

"If in a given trade the prices of the manufactures are sinking too low, and if thereby the profitable carrying on of the trade is prevented or endangered, then the crisis thereby created is not only pernicious to the individual, but also to the economical status of the people in general, and it is therefore in the interests of the community that prices in a given trade shall not permanently be inadequately low. The legislatures accordingly have often, and also recently, attempted to increase the prices of certain productions by the introduction of protective tariffs. Therefore, it cannot be stated unqualifiedly and generally, that it is contrary to the interests of the community, if manufacturers in a particular trade combine in order to prevent underbidding and the sinking of the prices of their product, or to moderate the same. If prices in fact are continuously too low, so as to threaten the manufacturers with economical ruin, their combination is not only a justified exercise of their right of self-preservation, but also a measure serving the interests of the community, and therefore, from different quarters, the formation of syndicates and cartels of the kind in question have been referred to as a means, which, if properly applied, is especially suitable to be of benefit to the entire community, by preventing uneconomical and wasteful overproduction and the catastrophies resulting therefrom (citing text-writers).

"In accordance therewith, it has been held repeatedly in the past by German and other courts that it does not violate the principle of

freedom of trade, so far as the same is intended to protect the interests of the community against the self interest of the individual, if people in the same trade combine together to pursue, in good faith, the purpose of keeping a certain trade in a condition to live, by protecting their products against their becoming valueless, and the other disadvantages which result from underbidding by individuals (citing various decisions of state courts of appeal (Oberlandesgerichts), and the decision by the Imperial Court of June 25, 1890, vol. 28, p. 238).

"Agreements of the kind in question can, therefore, from the standpoint of the public interest protecting the freedom of trade, only be objected to, if in a given case objections arise on account of special circumstances, particularly if the agreement is evidently intended to create an actual monopoly and the extortionate exploitation of the consumers or if such results will in fact be produced by the agreements and manipulations made.

"As far as concerns the second of the questions raised above, the provision of the Trade Law, by which there is guaranteed to every individual the right to carry on his business at his pleasure, in so far as the laws do not specially prescribe or admit of exceptions and restrictions, cannot be interpreted to mean that the individual may not by contract subject himself to any restriction regarding the time, place or manner of the exercise of his trade. That is not the meaning of Paragraph 1 of the Trade Law has been constantly held by the Imperial Court, by

answering the question, whether agreements prohibiting competition can be legally entered into, in the affirmative, with the restriction that such agreements can only limit the freedom of trade of the individual but not destroy the same forever in all or certain directions.

"The restrictions to which in the case at bar the defendant submitted himself by joining in the agreement of March 22, 1893, are, neither regarding their extent nor regarding the time for which they were entered into, so far-reaching that according to the principles just developed, a restriction limiting the individual freedom of trade in an inadmissible manner could be spelt out therefrom."

This view has never been departed from by the Imperial Court, as shown by its later decisions (Test'y, fol. 5306; Exhibits, pp. 4965, 4990, 4995, 5000).

The American Ambassador at Berlin, in his report to the State Department in reply to the inquiries made by the Alexander Committee, says:

"Although I have been unable to obtain any tangible evidence showing that the German steamship lines have entered into any formal agreement in the nature of a trust, it is quite evident that they are working harmoniously together and maintaining scheduled rates, and there is good reason to believe that this is done with the tacit approval of the Government, whose general policy seems to be to encourage agreements, within reasonable limits, between

> manufacturers, miners, shippers, and other large employers of labor which guarantee stability of prices and rates that will enable them to pay good wages to the men, insure the maintenance of plants at higher standard, and the guaranty of a fair return upon the capital invested" (Vol. 3 of Proceedings before Alexander Committee, p. 47).

The American Consul-General, at Hamburg, in a similar report, says :

> "The agreement of various kinds to which German steamship owners are parties are numerous and their existence is a matter of common knowledge, although the terms of the contracts are not disclosed to the public. These agreements are permitted under German law; and, indeed, the State-owned German railways, in at least two cases, are parties to such agreements. It is a quite common matter in this country for business firms to pool their interests in various ways, and the German steamship companies merely follow the usual practice" (*Id.*, p. 49).

In the Supreme Court of the United States

OCTOBER TERM, 1911.

No. 668.

THE UNITED STATES OF AMERICA, *Appellant*,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT *et al.*

No. 669.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT *et al.*, *Appellants*,

v.

THE UNITED STATES OF AMERICA.

Appeals from the District Court of the United States for the Southern District of New York.

BRIEF FOR HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN-GESELLSCHAFT, THE HAMBURG PACIFIC RAILWAY COMPANY, AND THE ATLAS LINE STEAMSHIP COMPANY, LTD.

JOHN C. SPOONER,
CHARLES P. SPOONER,
JAMES L. BISHOP,
Of Counsel.

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IN THE

Supreme Court of the United States,

OCTOBER TERM, 1915.

No. 289.

THE UNITED STATES OF AMERICA, Appellant,

v.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT *et al.*

No. 332.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT *et al.*, Appellants,

v.

THE UNITED STATES OF AMERICA.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF FOR DEFENDANTS

Hamburg-Amerikanische Packetfahrt-Actien Gesellschaft, The Allan Steamship Company and The Canadian Pacific Railway Company.

The case arises under the Sherman Anti-Trust Law. This is an appeal by the United States from the

decree of the District Court of the United States for the Southern District of New York, dated November 9th, 1914, dismissing the petition as to the defendants The Allan Line, Bryce J. Allan and The Canadian Pacific Railway Company, and enjoining the other defendants from combining to restrain the business of any owner of a vessel operated in competition with the vessel or vessels of one or other of the defendants by providing, operating or maintaining an extra vessel for the purpose of having it compete with such competing vessel, and dismissing the petition as to all other prayers for relief (Decree, 10 R. 5136). The assignments of errors filed by the United States (10 R. 5140-5144) claim that the Court erred in dismissing the petition as to the defendants named above, and in not granting the prayers of the petition in full as to all the defendants.

There are also cross appeals by the defendants upon the ground that the Court erred in not dismissing the petition as to all the relief prayed for upon the ground that the transportation carried on by defendants between the United States and foreign countries, and the other matters alleged in the petition, are not within the purview of the Sherman Anti-Trust Act, for the reason that the Congress did not intend said act to apply to international commerce, and that the Court erred in not sustaining the defendants' demurrers to the petition upon that ground (14 R. 4).

The defendants filed general demurrers to the petition (10 R. 5103), which were overruled by order of

the Court dated January 5, 1912 (14 R. 12); these defendants thereupon filed separate answers (11 R. 147, 165, 204, 221).

The Pleadings.

1. The Petition.

The petition alleges that the defendants are engaged in foreign trade and commerce as common carriers of passengers and freight, and more particularly of third class or steerage passengers between ports in the United States and abroad; that they are violating the provisions of the Sherman Anti-Trust Law and that this proceeding is instituted to prevent and restrain the carrying out of the agreement, contract, combination and conspiracy in restaint of trade in the carriage of steerage passengers and the attempt to monopolize such trade and commerce as set forth in the petition.

After describing the defendants and the trade and commerce which they conduct, and the trade and commerce which they have attempted to monopolize, the petition sets forth the means alleged to have been employed in accomplishing the unlawful combination, and particularizes them as follows:

The Participation Agreement of February 5, 1908.

A copy of this agreement is attached to the petition and is known as Agreement AA (11 R. 39).

All the corporate defendants were either original parties to that agreement or have since become parties to it.

The articles of the agreement so far as they are important in this controversy may be summarized as follows:

By Art. 1 it is provided that the companies parties thereto

> "guarantee to each other the percental participation as defined in Article 3 of this contract of the entire steerage traffic forwarded by the parties to this contract from all European ports to and via the United States of America and Canada and *vice versa* in vessels owned, leased, chartered or controlled by them without regard to the flag."

Art. 3 designates the proportions in which the lines are to participate, west bound and east bound, and it is stated that the Allan Line's Canadian service and the Canadian Pacific Railway Co. (Atlantic S.S. lines) are not covered by the contract as far as west bound business is concerned.

Art. 6 provides that any lines whose steerage transportation a year exceeds in point of number the proportions fixed shall pay the compensation price of four pounds for each passenger carried in excess of the established proportion.

Art. 8 provides that accounts shall be prepared by the Secretary and settlements made at the end of each calendar year.

By Art. 9 each line undertakes to arrange its service in such a manner that the number of steeragers

which it actually carries corresponds as nearly as possible with the number allotted to it by the contract.

Art. 10 relates to the statistics to be prepared and furnished to the lines.

Art. 11 provides that in case the results show that any line has exceeded its proportion or remained below its proportion it is bound to adopt measures to bring about a correct adjustment, and shall give notice of such proposed measures to the Secretary. The other lines are entitled to await the result of the measures and

> "in so far as they represent 75% of the shares they may direct other and more forcible measures, which can only refer to rates, to be set in motion."

Art. 12 is as follows:

> "No line has the right to alter its steerage and second cabin rates without having previously informed the secretary."

Art. 14 regulates the commission to be paid to agents out of the gross steerage rates.

Art. 16 *adopts* the following:

> "No circulars or publications shall be issued by any line reflecting upon or instituting comparisons with any conference line unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any conference line."

Articles 17 and 18 provide for a deposit of a promissory note by each of the parties, to be considered

liquidated damages and forfeited if the line that made the deposit unduly withdraws from the contract before its expiration or resorts to actions which render the continuance of the contract impossible, and are, therefore, equivalent to a withdrawal, and also the refusal to pay compensation money, or failure to replenish the deposit, or assisting new opposition lines, or starting a line by which the business would be seriously interfered with.

Art. 22 permits other lines to be admitted to the contract and the terms to be altered or amended by unanimous vote.

The agreement also provides for the appointment of a secretary and an arbitrator. It is to continue from March 1, 1908 to February 28, 1911, and thereafter from year to year unless notice is given not later than December 1st.

Alleged Acts in Pursuance of the Agreement.

The petition further sets forth certain acts which it is alleged the defendants have performed for the purposes of the unlawful combination and conspiracy, with the result that all free and natural competition between said lines in the establishment of rates and the furnishing of facilities for steerage traffic have been thereby wholly eliminated:

That the individual defendants acting as the agents of the corporations have carried out and executed acts necessary to the accomplishment of the combination

and conspiracy, and particularly in the Southern District of New York:

That at a meeting held on March 25, 1908, the defendants agreed that they would act together to eliminate competition by other lines:

That in the execution of the combination the defendants have employed so-called "fighting steamers":

That they employed such methods to suppress competition by lines of steamers running from New York to Libau in Russia, known as The Russian Volunteer Fleet and the Russian-American Line:

That the Uranium Steamship Company, Ltd., under the name of the Northwest Transport Line has been prevented by these means from obtaining a fair and reasonable share of the traffic and has been forced to carry such as it has secured at a financial loss:

That in pursuance of the combination the defendants have agreed that no one of them shall continue to employ as agent for the sale of tickets over its line any person who shall act as agent for the sale of third class or steerage tickets over any independent line in competition with the defendants' lines:

That the defendants have arbitrarily fixed their rates for steerage transportation so as to bring about the arbitrary division of traffic referred to and to maintain rates at that artificial level at which said traffic will be made to yield the highest net return, and that by such action they are depriving the public of the benefits of the normal division of traffic and the benefit of

the lower scale of rates for such traffic that would normally have resulted from free competition:

That the defendants have been constrained to conduct a steerage business in compliance with the terms of the said contract under duress of loss of membership and the forfeiture of the money deposit.

The petition further alleges as the result of the unlawful contract and practices that the defendants have obtained and attempted to obtain the virtual monopoly of that part of the traffic for transporting steerage passengers between the United States and foreign nations included within the scope of the conspiracy, and that at the date of the filing of the petition upwards of ninety per cent. of the total third class or steerage passenger traffic is carried in ships belonging to the defendants, and upwards of 75% of the total steerage passenger traffic is regulated by means of the contract of February 5, 1908.

The Prayer of the Petition.

The prayer of the petition is:

That the combination and conspiracy and the contract entered into between the defendants as set forth be declared illegal as in violation of the Sherman Anti-Trust Law, and that injunction issue restraining the defendants from doing any act in pursuance thereof:

That each of the defendants be enjoined from entering or clearing any ship at any port of the United States so long as they continue to operate under the alleged unlawful combination and conspiracy:

That the defendants be enjoined from further agreeing or combining to establish rules and regulations for carrying steerage passengers between the ports of the United States and European ports in restraint of trade:

That they be enjoined from combining to injure or destroy the business of any person or corporation engaged in the business of carrying steerage passengers between the ports of the United States and European ports.

2. The Answers.

The answers of these defendants admit the general averments of the petition respecting the character of the defendants and the business in which they are engaged, but deny the allegations charging that they have been or are engaged in any combination or conspiracy, or that they have entered into any contract to restrain trade and commerce:

They admit that they entered into the participation agreement of February 5, 1908:

They admit that at a meeting held in the City of London on May 25, 1908, it was agreed that one of the lines should when necessary quote low rates in competition with the rates of any outside line:

They deny that the facts are correctly stated in the petition respecting the alleged "fighting steamers" and set out the facts as to the matters referred to in the petition in that behalf.

Answering those portions of the petition referring

to the Russian Volunteer Fleet and the Russian-American Line, the defendants deny that their methods were employed to suppress competition, but allege that they were employed solely to protect their lawful business:

They admit certain facts alleged with regard to the selection of a steamer to meet the competition of the Russian Volunteer Fleet, and they allege that the steerage rates of the Russian Volunteer Fleet and those of the steamer selected to meet their competition were so low that neither the Russian Volunteer Fleet nor any other line could derive any profit therefrom.

Similarly, the defendants deny and specify the facts with regard to the Russian-American Line and the Uranium Steamship Company and the Northwest Transport Line; they justify the action of the defendants with regard to the terms of the employment of agents.

The defendants aver that the effect of the agreement between the defendants is not to destroy competition among the parties, but only to regulate such competition reasonably, so that all steamship companies may exercise a reasonable and beneficial control over the agencies for the sale of steerage tickets and may charge fair, reasonable and stable rates, and thus be able to meet the constant public demand for better ships and better accommodations, without substantial increase of rates, and so that the weaker lines may be able to live and compete for and retain fair shares of such steerage traffic.

The defendants set forth the evils of unregulated

competition in transportation upon the sea and allege that the results of the operations under the agreement are in every respect beneficial.

Statement of the Case.

1. Conferences and Rate Agreements.

The Government claims that the fixing of rates was the primary purpose of the participation agreement of February 5, 1908, and that this purpose was carried out not only by that agreement but by other agreements and by conferences.

The facts respecting this feature of the case must, therefore, be examined.

Conferences of ship owners are common in all parts of the world and have been for a great many years, certainly as far back as 1868 (13 R. 1408). These conferences have had to do with freight service as well as with passenger service in the various classes. In U. S. *v.* The Prince Line (220 Fed. 230), where a conference agreement was before the Court, it was referred to as

> "the well known sort not infrequently found among ocean carriers where two or more ship owners agree together as to the number of vessels they will operate in a particular trade, as to the number of voyages to be made between specified ports, as to the dates of sailing, as to the exchange of freight to be carried when the

vessel of one or another line has her space engaged or it is more convenient to use one vessel instead of another, as to rates of freight, etc."

Such conferences are composed of those interested in particular lines of ocean traffic, thus the North Atlantic Conference is composed of the British lines; the Continental Conference principally of the German lines, the Mediterranean Conference of the Mediterranean lines. These conferences had been in the habit of discussing and determining rates (13 R. 1466).

In 1892 the Continental lines entered into a participation agreement, which is known as the N. D. L. V., a translation of which is found in the record (1 R. 37). This agreement provided for a proportional division of the steerage passenger traffic from the United States and Canada to the European continent north of Cadiz. The parties to it were the Nordd-Deutscher Lloyd, The Hamburg-American, The Red Star Line and The Rotterdam Line. The traffic was distributed in specified proportions between the parties. The agreement contemplated that each line should have the right to fix its own steerage rates, since it provided that no line should alter those rates without previously having notified the secretary (1 R. 23).

After this agreement, as before, steerage rates were fixed by conference or by agreement between ocean carriers engaged in particular lines. Instances of such

agreements are found in the record as follows: Scandinavian and Finnish Business, A. D. 1900, Petitioners' Exhibits 734 (5 R. 2499); 1898, Ex. 738 (5 R. 2537); 1898, Ex. 751 (5 R. 2637); (no date) Ex. 748 (5 R. 2614); British business, 1900, Ex. 736 (5 R. 2514); 1898, Ex. 750 (5 R. 2626); 1898, Ex. 737 (5 R. 2532).

Respecting the agreements cited it is to be observed that the rates were subject to change at any time upon notice by any line considering such change necessary or desirable. In addition to these express agreements, rates were also discussed and determined upon at conferences, but the agreements and conferences did not prevent the recurrence of rate wars, from which great loss and demoralization resulted (Cauty, 12 R. 1091).

In 1908 some of the defendant corporations concluded to enter into an agreement similar to that which had been made by the continental lines in 1892. This resulted in the agreement which is the subject of this action, the particulars of which have been specified above. The essential feature of this agreement was the percental participation of the steerage traffic between the parties, while leaving each of them free to fix its own rates (Art. 12, *supra*, p. 5). The percentages were based on the previous performances of the companies.

After 1908, there were some agreements as to rates between particular lines, and the subject of rates naturally constituted one of the subjects of discussion at

meetings of the participants and through conferences (Straus, 12 R. 762).*

The right of each line to determine its rates for itself was recognized. Thus, Mr. Winter, for many years connected with the North German Lloyd, and afterwards with the Cunard line, testified as follows:

> "Q. Are the lines which are parties to AA precluded from changing their rate? A. No, indeed not.
>
> Q. Is it not a fact that they do change it from time to time? A. Constantly, yes.
>
> Q. Since the making of agreement AA is it a fact or is it not a fact that the rate on the lines parties to that agreement have from time to time fluctuated? A. Decidedly, yes" (13 R. 1755).

Notices of change of rates by some of the lines were sent out from time to time by the secretary (Petn. Ex. 1644, 9 R. 4895), and notices by individual parties of an intention to change their rates were also sent (Petn. Ex. 733, 5 R. 2498). By this means the different parties were kept advised as to what rates were being changed and what methods were being pursued (Winter, 13 R. 1739).

The object of the participation agreement is to distribute the traffic and thus to stabilize rates at a reasonable figure.

---

* In order to avoid confusion it should be noted that many of the rate agreements which are made a part of the record by the petitioner relate to the first and second cabin business, and some of them, as pointed out before, were made long before AA and are superseded by it.

The letters referred to in the Petitioner's brief (7 R. 3305, 8 R. 3918 and 6 R. 3914), the two first of which are notices of changes of Continental rates and the third of Scandinavian rates, if they can be regarded as having been acquiesced in by the parties to whom they were addressed and hence as implied agreements, were still subject to the right of any party to the AA agreement to change its rates as provided by AA 14 which was the fundamental law for the parties to that agreement. The record does not disclose the schedule of rates referred to in the petitioner's brief.

The authority given to 75% of the traffic by Art. 11 to affect the rates of those whose proportion had changed was for a special purpose of a temporary character.

This, so far from destroying competition, protected the weaker lines and at the same time furnished an inducement to all the lines to improve and increase their facilities and service to the end of earning better rates (Ismay, 12 R. 1013 *et seq.*; Straus, 11 R. 776).

2. Other Matters Alleged by the Government as Showing Restraint of Trade.

(a) *The Agency Agreement.*

Article 14 of the AA Agreement fixes the maximum sum to be paid to agents. At a conference held subsequent to the AA agreement (Pet. Ex. 705, 5 R. 2282) the following rule of the Continental Conference (Pet. Ex. 221, R. 227) was adopted:

> "Agents are prohibited from booking passengers for any steamer except those of the

lines, members of the Continental, the Mediterranean, and the North Atlantic Passenger Conference, unless conference gives express permission in writing. Agents are prohibited from selling passenger tickets under false representations as to the line or route by which the passenger is to be transported."

This is what is characterized by the Petitioner as "*boycotting*" agents.

It appears that a regulation similar to this was adopted by the North Atlantic Steamer Traffic Conference as far back as 1879 (Richard, 12 R. 930), and that it has always been the rule.

The regulation having been negligently enforced deplorable conditions resulted. These are described at considerable length in the record (Hannah, 13 R. 1451, 1489-91), as follows:

Almost any person could get a commission on a steamship ticket. The result was that a very undesirable class of men went into the emigrant agency business and preyed upon foreigners unfamiliar with the language and surroundings, and also imposed upon and defrauded the companies, while commissions ran to an exorbitant rate (Straus, 12 R. 762).

The Russian Volunteer Fleet, which undertook to establish a line of steamers between Libau in Russia, and New York, and the successor line the Russian East Asiatic Steamship Company, also known as the Russian-American Company, represented by Richards, were anxious to have their tickets sold through the

conference agents in competition with the conference lines, and Mr. Richards insisted that the conference agreement was unfair in the particular noted above but in that respect only (14 R. 827).

Mr. Straus representing the Russian East Asiatic Line testified that the decent respectable agents of the reliable companies were all conference agents, and that the Russian line would like to have the benefit of that particular agency, and that was the reason they asked for admission to the conference (12 R. 765).

It is alleged in the Petitioner's brief that the conference agents made misrepresentations as to the service of the competing lines (Petnr.'s Brief, pp. 30-31). But these statements are, we think, unsupported by the evidence, which as to these matters is mere heresay and rumor. There is, we submit, no evidence of unfair competition in the matter of the agency agreement, unless it can be derived from the agreement itself, and that presents a question which will be considered later on.

(b) *Fighting Steamers.*

We do not consider it necessary to detail the evidence upon this subject. None of the companies represented by counsel presenting this brief have appealed from the decree of the District Court enjoining the continuance of the methods complained of.

The Canadian Pacific and the Allan Line each withdrew from the agreement under which the

methods criticized were conducted before this suit was brought. The Allan Line joined in May, 1908, and withdrew December 16, 1908 (Hannah, 13 R. 1434). The Canadian Pacific gave notice of withdrawal June 15, 1910 (Kerr, 13 R. 1593) and this became operative by the terms of the agreement in thirty days (5 R. 2285). The petition in this suit was filed January 4, 1911.

(c) *Commercial Allowances.*

An agreement was made between the Western Railroad Association and the Steamship Lines which provided that the railroads should pay a commission allowance of ten per cent. on all west-bound passengers holding inland emigrant rail orders, landing at Ellis Island and ticketed by rail lines at Ellis Island, provided that —effective May 1, 1904—the maximum commission from New York to destination should be $4, so long as the traffic lines paid their present rates of commission, any change in the latter to likewise change said maximum. The party of the second part, the railroad association, further agreed that it would not pay any commission allowance to any trans-Atlantic steamship line not included in the party of the first part or to any other party or parties on business subject to this agreement (Petn.'s Ex. 60, 1 R. 374).

As to this agreement it is not contended by the Government that there were any unfair methods adopted, unless criticism can properly be made of the

agreement itself. This matter, therefore, presents no question of fact for present consideration.

(d) *The Outside Lines Alleged To Be Affected by Unfair Competition.*

The petition alleges that certain outside lines have been hampered in their business by unfair methods of competition on the part of the defendants, and that in one instance the company was compelled to suspend business.

The particular methods of competition criticised are those referred to above, the so-called "fighting steamers," the restriction on conference agents, and the commercial allowances. With respect to the fighting steamers, in view of the injunction granted by the Court below and the acquiescence of these defendants therein, it is not now considered that this method of competition is involved.

The first outside line respecting which complaint is made is known as the Russian Volunteer Fleet. This was a Russian Government line. Mr. Straus says it belonged to the Government (12 R. 765). Mr. Fourman, who had been connected with the line, testified as follows:

> "The officers of the Russian Volunteer Fleet were all of the Russian Navy. The Russian Volunteer Fleet was receiving and is receiving now a subsidy on the other lines. The steamers in time of war are to carry soldiers, ammunition, &c., and were built for that purpose. Now, I stated that the nation owns them, as I said

> before the Russian Volunteer Fleet was inaugurated through a popular subscription all through the Empire of Russia, and each state, or as we call it there, Government, subscribed a certain sum of money to the Fleet to build a steamer. . . . The Government had the management of the Russian Volunteer Fleet in that it managed the affairs of the Russian Volunteer Fleet, took charge of each department, department of war, department of marine and department of navy, etc." (Fourman, 11 R. 600).

It is claimed on behalf of the Government that this line was driven out of business by the methods of the defendants, but there is in evidence a letter from the President of the Company which was published in the "Shipping Illustrated" of New York City, which reads as follows (Deft. Ex. 3, 12 R. 819):

> "RUSSIAN VOLUNTEER FLEET,
> 19 Morskaia, St. Petersburg 12-25,
> January 1911, No. 165.
> EDITOR OF THE SHIPPING ILLUSTRATED,
> 22 Thames Street, New York.
> DEAR SIR:
>
> In your issue of the 7th inst. we find in an article headed 'Action against the Trans-Atlantic Pool' mention made of the Russian Volunteer Fleet as 'having been driven out of business as a result of the practices adopted by the pool.'
>
> We beg to say that the above statement, as far as it concerns the Volunteer Fleet, is not

correct, as the Committee of the Russian Volunteer Fleet had decided to suspend their Libau-New York line for reasons of their own that had nothing in common with the attitude taken by the pool.

Believe us, dear sir,
Yours faithfully,
(Signed) A. RADLOFF, President."

It is true that this letter is evidence of a hearsay character, but we think that it is entitled to at least as much weight as a large part of the evidence submitted on the part of the Government.

The Line did not go out of business, but it did abandon its trade from Libau to New York and confined itself to the Asiatic business in which it had been formerly engaged (Petitioner's Exhibit 1027, 7 R. 3473).

There was another line which also ran from Libau to the United States, known as the Russian-East Asiatic Company.

This company applied for admission to the participation agreement within ten or eleven months after they started to run, and were promptly admitted (Straus, 12 R. 738). They complain of no unfair competition in any other particular, except that they were not permitted to employ the conference agents as their agents, though they were willing to pay them more commission than they would give their own agents, in order to induce them to put business over their line (Richard, 12 R. 827).

The New York and Continental Line, subsequently

known as the Northwest Transport Company, and later as the Uranium Line (Nyland, 11 R. 458) was also engaged in the Russian trade, and in April, 1908, it instituted a service between Rotterdam and New York, which was and is in direct competition with the Holland-American. It is claimed by the defendants that the competition by this line was in many respects particularly unfair; that they concealed the rates at which they were actually carrying passengers, publishing one rate and actually conveying at a different and lower rate (Nyland, 11 R. 510); that they offered commissions to agents much higher than those given by the conference, and it seems to have been the conviction on the part of the defendants that this line of steamers was in fact owned and operated by the Canadian Northern Railway Company, although there is much mystery about the actual ownership (Richard, 12 R. 822; Cauty, 12 R. 1094, 1095; Thomas, 13 R. 1694, 1697). Whoever the interests were that were running the line they did not seem to care very much whether they made a profit or not, they seemed to have inexhaustible means at the back of them (Thomas, 13 R. 1698, 1700). The evidence is that the line has not been running at a loss during the last two years (13 R. 1713). In 1909 the Northwest Transport made 21 trips to Rotterdam and carried 3,341 steerage; in 1910 the Uranium, its successor, made 28 trips and carried 10,016 steerage; in 1911 it made 26 trips and carried 13,286 steerage (11 R. 597). The line is still in active operation and it is evident

that whatever the competition by the conference lines may have been the Uranium was not only able to survive, but it increased its business.

3. Affirmative Statements of the Answers.

The defendants in their answers allege affirmatively that their business has been conducted not for the purpose of driving others out of business, but so far as they have underbid their ordinary rates it was for the purpose of meeting rates offered by their competitors. They allege that the system of transacting business under the participation agreement is highly beneficial to the public interest in securing stability of rates, uniformity of sailing and avoiding the uncertainties and losses which necessarily result from commercial warfare; that the regulations which they have established are reasonable and fair; that the rates have not been exorbitant but, on the contrary, have been reasonable and have not been increased proportionately to the increase in the cost of conducting the business and the service rendered. We contend that the evidence overwhelmingly establishes these facts. These matters are necessarily dealt with in the argument hereafter submitted.

POINT I.

The anti-trust Provisions of the Wilson Tariff Act of 1894 are inconsistent with the theory that the Sherman Act was intended to extend to commerce on the high seas between the United States and foreign nations.

That the words "trade or commerce among the several States, or with foreign nations," used in the Interstate Commerce Act of 1887 and in the Anti-Trust Act of July 2d, 1890, were used by the Congress in the same sense as being limited in their scope and operation to the territory of the United States, is made perfectly plain by subsequent legislation upon the same subject as that covered by the Act of July 2d, 1890.

Section 73 of what is known as the Wilson Tariff Act, 28 Statutes at Large, Ch. 349, page 570, provides as follows:

> "SEC. 73. That every combination conspiracy, trust, agreement, or contract is hereby declared to be contrary to public policy, illegal, and void, when the same is made by or between two or more persons or corporations either of whom is engaged in importing any article from any foreign country into the United States, and when such combination, conspiracy, trust, agreement, or contract is intended to operate in restraint of lawful trade, or free competition in lawful trade or commerce, or to increase the

market price in any part of the United States of any article or articles imported or intended to be imported into the United States, or of any manufacture into which such imported article enters or is intended to enter. Every person who is or shall hereafter be engaged in the importation of goods or any commodity from any foreign country in violation of this section of this Act, or who shall combine or conspire with another to violate the same, is guilty of a misdemeanor, and, on conviction thereof in any part of the United States, such person shall be fined in a sum not less than one hundred dollars and not exceeding five thousand dollars, and shall be further punished by imprisonment, in the discretion of the court, for a term not less than three months nor exceeding twelve months."

The subsequent sections, numbered 74, 75, 76 and 77, in respect of the jurisdiction of courts and the exercise thereof, proceedings summoning additional parties, forfeiture, etc., of property affected by trust, and suits by parties injured and damages, are substantially copied from the Act of July 2d, 1890.

If the Act of July 2d, 1890, was understood by the Congress to exhaust the Federal power, by way of regulating the foreign commerce of the United States, this Act was utterly unnecessary, since, beyond question, such combinations could have been punished without this additional legislation.

The Sections referred to above were offered by

Senator Morgan, of Alabama, as amendments to the Tariff Bill. While it is the rule that "there is general acquiescence in the doctrine that debates in Congress are not appropriate sources of information from which to discover the meaning of the language of a statute passed by that body,"—a rule more honored in its breach than in its observance, this rule has not been regarded as including the utterances of a member who introduced a measure, or an amendment, in exposition of its purpose, or the utterances of a member who reported a measure from a Committee, in explanation thereof.

Senator Morgan stated the object of his amendment to be:

> "The repression of trusts, as they are called, in respect of the importation of goods from foreign countries" (Page 530, Bills and Debates Relating to Trusts, 50th Congress to 57th Congress, 1st Session inclusive, prepared by direction of the Attorney General, Washington, Government Printing Office, 1903).

Senator Morgan also said, at page 532, *ib.*:

> "We have enacted heretofore the Act of 1890 in regard to Interstate trusts." * * *

By the use of this language, he meant, of course, Interstate and foreign commerce within our territory. No one understood better than he that the operation of the Act of July 2, 1890, was limited to foreign commerce within the territory of the United States.

Senator Voorhees, then Chairman of the Finance Committee of the Senate, said (*ib.*, p. 535):

> "Mr. President, this measure has my full approbation. The Senator from Alabama submitted it to me some time ago and again still more recently. * * *
>
> "I appreciate entirely the wisdom and patriotism of the Senator from Delaware. A reference of such a measure to the Judiciary Committee is apt and proper under ordinary circumstances, and in its very nature it goes to that Committee properly. Yet, if the Senate can come to the conclusion which I have reached, and which the Senator from Alabama and others who have carefully examined this measure have reached, and can pass upon it and adopt it now, I believe it would be a measure of great wisdom and of great safety to the American people." * * *

Senator Voorhees also said, at page 536 (*ib.*):

> "There are variances of opinion in that committee as to whether it ought to be brought forward now or in some other shape and at some other time. As to the provisions themselves, I know no difference of opinion in the committee over which I have the honor to preside. This much, I think, it is due to the occasion to say."

Senator Palmer, of Illinois (p. 537, *ib.*), himself a lawyer of great experience and ability, said:

> "Mr. President, I beg to say that so far as I understand the amendment of the Senator

> from Alabama, I favor it; but I cannot forget the fact that this is a proposition to *add a most important chapter to the criminal code of the United States.* * * *" (Italics ours.)

Senator Dolph, of Oregon, an eminent lawyer, said (p. 537, *ib.*):

> "I desire to vote to put this amendment on the bill. I shall vote against its reference to the Judiciary Committee. I am afraid it will not accomplish very much if enacted into a law, but it is a move in the right direction. As has been said, it cannot hurt any innocent man."

The amendment was agreed to in the Senate, because of its importance, without even a call of the roll, was agreed to by the House of Representatives and became a part of the law. This Act was carefully preserved by what is known as the Dingley Tariff Act, U. S. Statutes at Large, Volume 30, page 213 (the last provision in the Act), as follows:

> *"And provided further,* That nothing in this Act shall be construed to repeal or in any manner affect the sections numbered seventy-three, seventy-four, seventy-five, seventy-six, and seventy-seven of an Act entitled 'An Act to reduce taxation, to provide revenue for the Government, and for other purposes,' which became a law on the twenty-eighth day of August, eighteen hundred and ninety-four."

And it was not repealed by the later Tariff Act. It seems not possible to account for the enact-

ment of this law upon any other hypothesis than that it was the understanding of Congress that the ground was not covered by the Act of July 2d, 1890. Yet it is certain from its language and from the decisions interpreting it, that that Act embraced every contract and combination, in form of trust or *otherwise,* or conspiracy in restraint of trade or commerce among the several States and with foreign nations, within our territory.

If the Act of July 2nd, 1890, did not embrace combinations, contracts and conspiracies to restrain trade and commerce in imports, or in respect of articles to be imported into the United States, it can hardly be said that the Congress intended by its provisions, as general and sweeping as they are, to prescribe the rule by which commerce on the high seas with this and other nations shall be governed.

If the offences created by the Act of 1894 were covered by the general language of the Act of July 2, 1890, the Act of 1894, being specific and later, modified the Sherman Act *pro tanto.*

It will be observed that the anti-trust provisions of the Wilson Tariff Act are confined to what may be *imported.* They do not apply to the bringing in of *persons,* whether in the steerage or elsewhere on the ship.

This act was amended to make it apply to both principals and agents by the Act of February 12th, 1913 (37 Stat. Pat. Law, p. 627). It is also referred to as existing in Clayton Law (Act of Oct. 15th, 1914, 38 Stat. 730).

POINT II.

The Participation Agreement of February 5, 1908 (AA), does not of itself restrain trade and commerce within the meaning of the Sherman Anti-Trust Law.

1. *The Terms and Provisions of the Agreement.*

The articles of the agreement are summarized above (pp. 4, 5 and 6). For the present purpose it is necessary to refer to only a few of them. The plan, as exhibited by the agreement, contemplates that carriers engaged in the transportation of emigrants between the United States and Canada and European ports shall participate proportionately in the traffic. The basis of the apportionment is the volume of business of this character previously transacted by the respective companies. The intention concededly was that each company should be limited to the proportion of the whole business allotted to it. In order that no company should exceed its proportion, it is provided that any line exceeding in point of number the proportion fixed shall pay £4 for each passenger in excess of the established proportion. The line exceeding its proportion is bound to adopt measures calculated to bring about a correct adjustment, and lines having seventy-five per cent. of the traffic may direct such measures which can only refer to rates to be set in motion (Art. 11, 11 R. 48). The purpose of this provision is not primarily the compensation, but the measure is adopted as a means to deter

the lines from following a tendency to exceed their proportion (see Commentary to this Act, 11 R. 48).

The parties are at liberty to fix their own rates; that is plainly implied in the provision that "no line has the right to alter its steerage and second cabin rates without having previously informed the secretary (Art. 14).

It is quite obvious that having regard to the provisions of the agreement alone, in operation it can never result in a monopoly either by one of the participants over the others or by all of the participants over outside business.

The manifest purpose was not to defeat or destroy competition, but to regulate it. There is no provision of the agreement, express or implied, by which the participants are to act in concert in raising or lowering rates to meet outside competition. It is true that seventy-five per cent. of the traffic may regulate rates for the purpose of confining each one of the parties to the per cental participation, but this is intended as a temporary expedient for that purpose only. Whatever may have been done by either or all of the parties outside of this agreement which is open to criticism ought not, we submit, to be taken into consideration in passing upon the question whether the agreement, if operated according to its terms, violates the Sherman Law.

The plan, while it does not empower the participants to fix rates, by apportioning traffic, does, to some ex-

tent, have a tendency to lessen the inducement on the part of any one carrier to raise or lower rates.

2. *The Rule of Law to be Applied.*

The purpose of the Sherman Anti-Trust Law was not to render invalid all agreements in restraint of competition, but only those in which the restraint of competition is such as to unduly restrain trade and commerce. This we understand to be an accurate statement of the law as laid down by the late decisions of this Court, beginning with the Standard Oil and American Tobacco cases.

While the agreements between carriers by railroad for fixing and maintaining reasonable rates which were before the Court in *United States* v. *Trans-Missouri Traffic Freight Association* (166 U. S. 290), and *United States* v. *Joint Traffic Association* (171 U. S. 505), were condemned and those judgments have not been overruled, yet the broad language employed in the opinions of the Court in those cases, by which all contracts in restraint of trade were condemned and not merely such as are in unreasonable restraint of trade, has been modified by the Court since the decision by the Standard Oil case. In that case the Court said:

> "* * * that in so far, however, as by separating the general language used in the opinions in the Freight Association and Joint Traffic cases from the context and the subject and parties with which the cases were concerned, it may be conceived that the language

> referred to conflicts with the construction which we give the statute, *they are necessarily now limited and qualified.*" (Italics ours.)

We think that the rule of law which is applicable to the pending case will be clearly presented by an examination of the dissenting opinion of Mr. Justice White in the Trans-Missouri case when compared with the later utterances of the Court. In the former case he says:

> "To define, then, the words 'in restraint of trade' as embracing every contract which in any degree produced that effect would be violative of reason, because it would include all those contracts which are the very essence of trade, and would be equivalent to saying that there should be no trade, and therefore nothing to restrain. The dilemma which would necessarily arise from defining the words 'contracts in restraint of trade' so as to destroy trade by rendering illegal the contracts upon which trade depends, and yet presupposing that trade would continue and should not be restrained, is shown by an argument advanced, and which has been compelled by the exigency of the premise upon which it is based. Thus, after insisting that the word 'every' is all-embracing, it is said from the necessity of things it will not be held to apply to covenants in restraint of trade which are collateral to a sale of property, because not 'supposed' to be within the letter or spirit of the statute. But how, I submit, can it be held that the words '*every* contract in restraint of trade'

> *embrace all* such contracts, and yet at the same time it be said that certain contracts of that nature are not included? The asserted exception not only destroys the rule which is relied on, but it rests upon no foundation of reason."

The same learned judge in the American Tobacco case (221 U. S. 179), said:

> "Applying the rule of reason to the construction of the statute, it was held in the Standard Oil case that as the words 'restraint of trade' at common law and in the law of this country at the time of the adoption of the Anti-Trust Act only embraced acts or contracts or agreements or combinations which operated to the prejudice of the public interests by unduly restricting competition or unduly obstructing the due course of trade or which, either because of their inherent nature or effect or because of the evident purpose of the acts, etc., injuriously restrained trade, that the words as used in the statute were designed to have and did have but a like significance."

We think we are justified, therefore, in assuming that if the agreement in question does not operate to the prejudice of the public interest and would have been valid at common law or under the law of this country at the time of the adoption of the Anti-Trust Act, then it is not within the reprobation of the statute.

The interpretation of the statute by the Supreme Court in the Standard Oil and Tobacco Cases is sum-

marized by Mr. Justice Day in *United States* v. *Union Pacific Railroad Company,* 226 U. S. 61-84, as follows:

> "In the recent discussion of the history and meaning of the Act in the Standard Oil and Tobacco Cases, this Court declared that the statute should be given a reasonable construction with a view to reaching those *undue restraints* of interstate trade which are intended to be prohibited and punished; and in those cases it is clearly stated that the decisions in the former cases have been made upon an application of that rule, and there was no suggestion that they had not been correctly decided. In the Tobacco case, after referring to the previous decision in the Standard Oil Case and the decisions in the Trans-Missouri and Joint Traffic Cases, the doctrine was tersely summarized by the Chief Justice, speaking for the Court as follows" (citing the language quoted above).

Referring to this statement of the law, and applying it to a particular state of facts, the Court in *United States* v. *Reading Company* (226 U. S. 324, 369) said):

> "That the Act of Congress 'does not forbid or restrain the power to make normal and usual contracts to further trade by resorting to all' normal methods, whether by agreement or otherwise, to accomplish such purpose, was pointed out in the Standard Oil Case. In that case it was also said that the words 'restraint of trade' should be given a meaning which would not destroy the individual right of contract and

> render difficult, if not impossible, any movement of trade in the character of interstate commerce, the free movement of which it was the purpose of the statute to protect. We reaffirm this view of the plain meaning of the statute, and in so doing limit ourselves to the inquiry as to whether this plan or system of contracts entered into according to a concerted scheme does not operate to unduly suppress competition and restrain freedom of commerce among the States."

In *Nash* v. *United States* (229 U. S. 373, 376) the result of the decisions is tersely summarized by Mr. Justice Holmes as follows:

> "Those cases may be taken to have established that only such contracts and combinations are within the Act as by reason of intent or the inherent nature of the contemplated acts prejudice the public interest by unduly restricting competition or unduly obstructing the course of trade."

In the Powder Case (*United States* v. *E. I. Du Pont de Nemours & Co.*, 188 Fed. 127) the understanding of the Court of the result of the recent decisions in this Court is expressed as follows:

> "It is undoubtedly the policy of the statute that competitive conditions in interstate trade should be maintained wherever their abolition would tend to suppress or diminish such trade. But this being true does not read into the statute a denunciation of all agreements that

may restrain competition without regard to their purpose or direct effect to restrain 'trade or commerce among the several states.' To what extent the anti-trust act condemns combinations that restrain full and free competition in interstate trade is a question that has been much debated. For a dozen years, at least, it has been settled that it does not condemn combinations which only indirectly, remotely, or incidentally restrain interstate trade.

"The recent decisions of the Supreme Court in Standard Oil Co. *v.* United States, and American Tobacco Co. *v.* United States, 221 U. S. 106, make it quite clear that the language of the anti-trust act is not to receive that literal construction which will impair rather than enhance freedom of interstate commerce. As we read those decisions, restraint of interstate trade and restraint of competition in interstate trade are not interchangeable expressions. There may be, under the anti-trust act, restraint of competition that does not amount to restraint of interstate trade, just as before the passage of the act there might have been restraint of competition that did not amount to a common-law restraint of trade."

In *United States* v. *Keystone Watch Co.* (218 Fed. 502, 507) it is said:

"To fall within the prohibition of the statute it is necessary that the unlawful restraint of trade—and this is not always the same thing as the mere restraint of competition—should be direct and not merely incidental, and it should also be undue or unreasonable."

If then it be true that the statute is aimed only at restraint of competition, which unduly restrains commerce, it follows that there may be a restraint of competition which does not unduly restrain commerce. But how can such due restraint of competition be brought about? We are dealing with a restraint to be effected by mutual concessions and not by superior authority, by parties, not by the State. It is plain that in the absence of superior authority due restraint of competition by ocean carriers can be effected only by the co-operation of the competitors themselves. But the power to raise and lower rates is among the most formidable of the weapons of competitive warfare. If the use of this weapon cannot be regulated it is impossible to see how competition can be regulated. To say that there can be no due restraint of competition which will regulate prices in ocean transportation under any circumstances for the purpose of steadying market rates, is practically to say that there can be no restraint of competition in that branch of commerce whatsoever, and thus to make the rule of reason when applied to it an empty phrase.

In determining what is proper co-operation among the competitors in order to regulate competition in any particular trade, regard must be had to the character of the parties, the business in which they are engaged, the relation in which it stands to the public, and the purpose which the regulation may be regarded as designed to serve. If it be demonstrated that the public interest is best served and the rights of parties best

protected by reasonable regulation among competitors, which will make and sustain reasonable rates, then it must be that such co-operation is due restraint of competition and cannot be undue restraint of commerce.

Having regard then to the parties and the subject matter here under consideration, it is earnestly contended by the defendants that the regulation of rates in ocean transportation is required by exigencies which are inherent in the nature of the business and which do not apply to transportation by rail. Competition in transportation on the sea can never be defeated, though regulation by mutual consent may hold it partially under control. This is so for the obvious reason that the ocean is a free highway and that steamers can be chartered in the markets of the world for any required service, or can be built for such service in a brief space of time. Hence, the needed steamer will always certainly be forthcoming if unreasonable or excessive rates are exacted. It is self evident, therefore, that no regulation of rates will be permanent unless they are kept at a reasonable level, and hence the self-interests of the parties will preclude unreasonable rates.

It is quite otherwise with railroads, which to a large extent monopolize the trade in the districts through which they run. There is always a tendency to raise rates in such localities. If then between competing points the railroads were permitted to combine upon their rates competition would be completely suppressed. But such a situation can never arise upon the ocean.

For these reasons and for others which have been pointed out, ocean transportation is *sui generis.*

It follows that the reasons which render combinations to regulate rates an unreasonable restraint of trade in the case of railroads, do not apply in the case of ocean transportation. The true limit of reasonable restraint is not the same in one as in the other. Accordingly, under the rule of reason, the same stringency should not be applied in the one case as in the other.

The evils of unrestricted competition in ocean transportation have been pointed out over and over again, not only in the evidence of the witnesses which appears in this record, but in Governmental Investigations and in the studies of economists.

We are dealing here with a subject of world-wide interest, where long experience has resulted in the evolution of effective modes of regulating this special phase of commerce, which have been found to be free from serious evils.

In the report of the Alexander Committee, referred to more fully later on, it is said (Vol. 4, p. 417):

> "Steamship line representatives, as well as the patrons of the lines, were almost a unit in emphasizing to the Committee the importance and necessity of the aforementioned advantages of agreements and conferences, and in asserting that these advantages can only be effected by permitting the several lines in a given trade to coöperate in the regulation of their rates and the expeditious handling of their business. Very

> few of the many exporters and importers, who communicated with the Committee, were opposed to agreements and conferences in themselves, provided they are fairly and honestly conducted."

Referring to this report as a whole, the Court below in its opinion said:

> "There is nothing to add to the elaborate presentation of all sides of the controversy which will be found in that report, and we find it most persuasive to the conclusion that in view of the peculiarities of ocean transportation, the method adopted by the defendants—if purged of its obnoxious feature, the "fighting ship"—is a reasonable one, which, so far from restraining trade, really fosters and protects it by giving it a stability which insures more satisfactory public service for all concerned."

Long before the Sherman Anti-Trust Law was enacted, and for more than a quarter of a century since, agreements between ocean carriers to regulate the business in which they are competitors had been adopted in the trade of practically every maritime nation. There is submitted in the record a digest of decisions of the German Imperial Court (Vol. 10, beginning with Deft.'s Ex. 19-*a*, p. 4952, and extending to p. 5000) together with the Imperial laws and regulations, from which it will appear that agreements similar to that before the Court were valid under the German law before the adoption of the Sherman Anti-Trust Law; and testimony was introduced as to the German

law by the witness Mr. Schnitzler, a doctor of laws of the University of Leipsig (13 R. 1764), and that the agreement here in question is valid under that law. Testimony that the agreement is valid under the English and Canadian law was given by Mr. Isidor Frederick Helmuth, one of His Majesty's counsel in the Province of Ontario and a member of the Bar in England (13 R. 1835), and the accuracy of his statement of the laws is supported by the following authorities:

Attorney General v. *Adelaide S. S. Co.*, 1913 A. C. 781;
Mogul S. S. Co. v. *MacGregor*, 1892 A. C. 25;
Northwestern Salt Co. Ltd. v. *Electrolytic Alkali Co.* 1914 A. C. 461.

That the consensus of opinion of those best qualified to judge is that, in the absence of international supervision, it is in the general interest of trade and commerce that competing carriers may agree to regulate the trade by maintaining reasonable and uniform rates so as to secure stability and that they may for a like purpose also adopt other regulations as to sailings, exchange of vessels and other provisions usually contained in conference agreements, is established by the evidence in this case and seems no longer open to doubt.

3. *The History of the Legislation.*

The interpretation of the statute for which we contend is borne out in our opinion, by the history

of the bill while in Congress, which may be dealt with briefly. It was introduced by Senator Sherman on the 14th of August, 1888, and was a bill to declare unlawful trusts and combinations in restraint of trade and production. After the enacting clause, the bill as introduced read:

> "That all arrangements, contracts, agreements, trusts or combinations between persons or corporations made with a view or which tend to prevent *full and free competition* in the production, manufacture or sale of articles of domestic growth or production or of the sale of articles imported into the United States, and all arrangements, contracts, agreements, trusts or combinations between persons or corporations designed or which *tend to advance the cost to the consumer of any of such articles* are hereby declared to be against public policy, unlawful and void."

After providing for suits for damages by persons injured, the statute proceeds:

> "And any corporation doing business within the United States that acts or takes part in any such arrangement, contract, agreement, trust or combination *shall forfeit its corporate franchise* and it shall be the duty of the District Attorney of the United States of the district in which such corporation exists or does business to institute proceedings to enforce such forfeiture."

Section 2 provided for suits for damages, and Section 3 provided a penalty for violation, making it a high misdemeanor punishable by a fine of not more than $10,000 or by imprisonment in a penitentiary for a term of not more than five years or by both such fine and imprisonment, in the discretion of the Court.

A second bill introduced by him was evidently intended to apply only to imported articles.

On August 14, 1888, Mr. Sherman introduced a third anti-trust bill which denounced all arrangements, contracts, etc., which tend to prevent *full and free competition* in the importation, transportation or the sale of articles imported into the United States, or in the production, manufacture or sale of articles of domestic growth or production of domestic raw material that in due course of trade shall be transported from one territory or state to another, and declaring void and against public policy all arrangements, contracts, agreements, trusts or combinations between persons or corporations designed or which tend to advance the cost to the consumer of any such article. By the second section he gave parties injured a right to sue for treble damages.

As introduced by Mr. Sherman, the bill was advocated by him and after weeks of debate on the importance of full and free competition, a short but epochal speech was made by Senator Platt, of Connecticut, in which he demonstrated that unrestricted competition was the death, not the life, of trade and commerce, calling attention to the fact that each of the

great trusts which had been mentioned in the debate were built upon the graves of smaller but prosperous concerns engaged in the same business, done to death by full and free competition. At the close of that speech the bill was referred to the Judiciary Committee of the Senate, with instructions to report it within twenty days, and within that period the bill was reported which became the law as it is upon the statute books to-day. In this bill the words "full and free competition" were eliminated, and the words "trade and commerce", which were not in any of the bills introduced by Mr. Sherman, were substituted.

On page 303 of a volume entitled "Bills and Debates Relating to Trusts", prepared by direction of the Attorney General and printed by the Government Printing Office in 1903, is contained the bill as it was referred to the Committee, with every line of it crossed out and the substitute therefor printed, and is followed by the bill reported from the Judiciary Committee which was passed by the Congress.

4. *Reasonable Rates.*

The petition alleges that excessive and arbitrary rates are charged by the defendants for steerage transportation. No evidence in support of this allegation has been submitted. The Government now takes the position that the allegation is immaterial and contents itself with an attempt to show that the defendants' evidence does not establish that such rates are reasonable.

Mr. Drake, the executive officer of the Panama

Steamships, owned by the Panama Railroad Company, which is owned and controlled by the United States, and which are run in connection with the Panama Railroad Company, by the Government, stated that in his opinion a steamship line has to earn from 12 per cent. to 20 per cent. to make it equivalent to 6 per cent. earned by a railroad (13 R. 1663). The rates charged by the Government for the carriage of emigrants from New York to Colon, a distance of 1800 miles is $30. Taking this as a criterion, the rate of $35 or $40 for carriage from Europe to the United States, a distance of 3,000 miles, would show that the steamship rates are certainly reasonable.

The evidence of Mr. Richard, who was called as a witness on behalf of the defendants, who has been in the steamship business forty years and had represented the Hamburg-American, Union, Hausa, Austro-Americano, Prince, Secula-Americana, Lloyd Italiano, New York, Continental Russian Volunteer, and North West Transport lines, is that the rates charged by the steamship companies are very reasonable (12 R. 814).

Mr. Winter, who was called by the defendants, passenger manager of North German Lloyd since 1885, testified that the rates were now slightly higher than in the early eighties, but that the passenger received a good deal more for his money than he did twenty years, or even fifteen years ago. There is a decided change in the quality and condition of the service (13 R. 1740). The evidence shows that the cost of ship building has gone up a marked degree (Lister, 13

R. 1509); wages have largely increased (1508); the cost of provisions and coal has advanced, and the emigrant receives proportionately much more than formerly.

Again, if we compare the rates charged by the steamship companies with those charged by the Italian lines which are fixed by Government regulation, it will be found that they compare favorably. The Italian rates are $37 to $42 (12 R. 937).

It appears also that the profits earned by the steamship lines, so far as they are reflected in the evidence, are extremely moderate. The Cunard Line has paid dividends on its actual capital averaging about 2.81 per cent. during the thirty years previous to 1912; 3.31 per cent. during the ten years prior to that date and 2.75 per cent. since the making of agreement AA (Lister, 13 R. 1516).

The Canadian Pacific has earned about 7 per cent. upon its capital, not deducting depreciation, which would reduce the net earnings to about 3 per cent. (13 R. 1599, 1600).

The dividends on the Hamburg-American Line are shown in Exhibit 24 (10 R. 5102) and average 6.95 per cent.

The dividends on the North German Lloyd are shown in Exhibit 21 (10 R. 5094) and average 6.04 per cent.

We submit with entire confidence that this record shows not only that the rates charged have not been extortionate or unreasonable, and that the purpose and

effect of the agreement has not been to increase rates, but, on the contrary, that the rates have been reasonable and stable, and that without such agreement they would have been neither.

5. *Pooling agreements respecting passengers.*

In the dissenting opinion in *United States* v. *Freight Association* (166 U. S. 364), the Justice writing the opinion refers to the reports of the Interstate Commerce Commission and cites statements from those reports "indicating that agreements among carriers, competitive as well as connecting, for the purpose of securing a uniform classification and preventing of undercutting of rates, under-billing, etc., existed prior to the Interstate Commerce Act, were continued thereafter and were deemed not to be forbidden by law, but on the contrary were considered as instruments tending to secure its successful evolution". By the fifth section of the Interstate Commerce Act pooling of freights of competing roads is prohibited, and this section is commented upon in the decision just referred to. It is to be noted that the inhibition in respect to pooling is confined to freight and does not extend to passengers. In the opinion of the Interstate Commerce Commission *In the Matter of Transportation of Immigrants from New York and other Atlantic Ports to Western Destinations* (10 I. C. R. 13) this omission of a prohibition in respect to pooling passengers is referred to. That reported opinion was occasioned by the practice referred to above of distributing immigrants at the port of destination at

the City of New York among the trunk Railroad lines in equal proportions.

The Inter-State Commerce Act does not prohibit the apportionment of passengers by a pooling agreement among railroad companies engaged in inter-state and foreign transportation of *passengers*. Section 5 of that Act, generally known as the Anti-Pooling section, is as follows:

> "SEC. 5. That it shall be unlawful for any common carrier subject to the provisions of this Act to enter into any contract, agreement, or combination, with any other common carrier or carriers for the pooling of *freights* of different and competing railroads, or to divide between them the aggregate or net proceeds of the earnings of such railroads, or any portion thereof; and in case of an agreement for the pooling of *freights* as aforesaid, each day of its continuance shall be deemed a separate offense."

The pooling of *freights* is forbidden, but not the pooling of *passengers*, and, therefore, under the rule *expressio unius, exclusio alterius*, the pooling of passengers is permitted.

For many years, with full notice to, and co-operation by the Government, the immigrants brought hither from foreign ports by the defendant lines have been divided by agreement among the railroad carriers for transportation to their destination.

Matter of Transportation of Immigrants, 10 I. C. R. R. 13.

In general the agreement of the steamship lines in the Western Passenger Association results in the delivery of all passengers holding immigrant rail orders to the rail lines as nearly as may be in equal proportions, the Railway Companies paying to the Steamship Company a percentage upon the through rate from New York to destination as commission. The conclusion of the Commission was stated as follows (p. 27):

> "The circumstances and conditions of this immigration traffic were not considered by the framers of the Act at the time of its passage. Out of it there appears to arise no injustice to domestic shippers or passengers unless by it there be restraint of competition resulting in higher passenger rates than would otherwise prevail. While large in the aggregate, it is insignificant in comparison with our general traffic, only ten or twelve per cent passing beyond the Western termini of the trunk lines. There is no discrimination as against individuals, classes or localities, since the immigrants are forwarded at domestic published rates. From the viewpoint of expediency there would seem to be no cause for interference in the hope of righting any great wrong to individuals or interests or in creating a better condition for the immigrants themselves or in respect to the importation of diseases or undesirable immigrants. These considerations would perhaps have no place in the determination of the matters involved if the law were free from doubt, it being our duty to enforce the same as it is found."

This pooling arrangement, which has been found to be of great value to immigrants arriving at Ellis Island, as appears from the testimony in this case (*post* p. 63), has continued until the present time, and is thus recognized as being expedient and as not obnoxious to the pooling provision of the Interstate Commerce Law.

At the time when the Sherman Anti-Trust Law was enacted, therefore, in 1890, there was a distinction recognized between pooling arrangements regarding freight and passengers, and it may justly be inferred that Congress recognized this distinction as based upon reasonable grounds existing in the nature of the business. The restraint of competition with regard to one subject matter was deemed injurious to the public interest where a similar restraint with regard to the other subject matter was not so regarded.

In *Cosmopolitan Shipping Co.* v. *Hamburg-American Packet Co.* (13 I. C. R. 266), the petitioner undertook to bring before the Commission by way of complaint what was known as the "Baltic Pool", an alleged illegal pooling of freight by the defendant and other steamship companies, and it was held that the Commission had no jurisdiction over the subject of ocean rates.

6. *Report of the Alexander Committee.*

The report of the Committee on the Merchant Marine and Fisheries in the investigation of shipping combinations (63rd Congress, Second Session, Doc. 805), known as the Alexander Committee, was made pursuant

to a resolution of the House of Representatives. That committee examined a large number of witnesses representing various lines, some of which had agreements or affiliations with other lines and some of which were independent. They examined eighty agreements or understandings involving practically all the regular steamship lines operating on nearly every American foreign trade route.

Steerage agreements similar to that in this case are described as follows (Vol. 4, p. 23):

> "The steerage agreements allot to each line a certain percentage of the total traffic moving via certain ports, and operate on the plan that if one of the lines finds itself carrying far in excess of what it knows is its allotted percentage it must temporarily raise its rates, thus automatically throwing the excess business coming to itself to some other line which is falling short of its share of the total traffic. As soon as the line raises its rates it advises the Secretary of the Conference of the raise who at once communicates the fact to all the other lines. The several lines also obligate themselves to furnish weekly traffic statistics to the Secretary of the Conference, who keeps accounts of the same for all lines and furnishes the results to all the members of the Conference. In this way every line knows from time to time the relative standing of the other lines, as far as their share of the total traffic is concerned. In case any line exceeding its allotted share should not seek to di-

vert traffic from itself by raising rates, it may be compelled to do so by Conference action.

"Mr. P. A. S. Franklin, Vice President of the International Mercantile Marine Company, in his testimony before the Committee (Vol. 1, p. 582) emphasized the fact that no line is permitted to reduce its rate below a certain minimum in order to obtain a stipulated share of the business, and that the spirit of the agreement is not to reduce rates, but, instead, to have any line exceeding its share advance its rates with a view to letting the other lines take the business. Moreover, if at the end of certain periods the accounts show that some lines carried in excess of their allotted portion, the agreements compel them to pay into a pool a certain sum per excess passenger for the benefit of the lines which carried less than their proportion. It therefore follows that a line exceeding its proportion might as well force the business to the other lines by raising its rates instead of carrying the business and paying back the money into the pool. It also follows that it is not to the interest of any line to cut rates below the minimum, because, according to the pooling arrangement, if it is not obtaining its share of the business, it is, nevertheless, getting its share of the money. On the other hand, there is no incentive for any line to acquire more than its share of the traffic, because, as Mr. Franklin testified, 'the line which is getting an excess of business is putting out more money and effort and is using that capital and obtaining no return on it.'

"Thus it is seen that the steerage agreements

have been so arranged that the various lines will find it to their interest to carry exactly those proportions of the traffic which they considered a fair division and which they bargained to give each other. To do otherwise, it is argued, would mean that the line which brings new ships into the trade would have them filled all the time, and that the lines with the most powerful financial backing would acquire much more than their fair share of the trade, thus bringing the situation to a question of the survival of the fittest. It has been ably argued before the Committee by Mr. Franklin and others that it has always been their experience that it is most difficult for each of a large number of lines operating under different conditions and from numerous competing ports and running different types of vessels—some old and some new—to maintain a fair percentage of the business unless they agree to combine and limit their actions. The concensus of the testimony before the Committee has been to the effect that the only practicable method of securing a fair share of business for all the lines, thus preserving the weaker ones, and of substituting harmony in place of discord and cut-throat competition, is through some form of pooling as just described, and that the primary purpose of such pooling agreements is to maintain a reasonable price and prevent the line or lines with unlimited capital for development from ultimately acquiring the whole business.

"It should also be noted that the steerage traffic agreements are in the nature of bargains between the lines, usually made for a

few years only, and thereafter to continue from year to year unless discontinued. The agreements, in other words, are not made forever, and this fact is important in relation to the oft-repeated assertion that such agreements eliminate all competition or furnish no inducement for certain lines to obtain their share of the business. Minimum rates, it is true, are established in all the trades; but it is also true that if a line demonstrates over a period of years that it cannot carry its percentage of the traffic it may, at the next revision of the agreement, five or ten years later, be unable to prevent a reduction in its allotted percentage of the trade. From the standpoint of future bargaining, therefore, it is every line's desire to carry its full percentage of the business and to demonstrate that it is entitled to its allotted share. *As a result, there is always very keen competition between the lines in the solicitation of business in order to maintain their percentage.*" (Italic ours.)

The conclusions reached by the Committee are in part stated as follows:

"In formulating its recommendations it became apparent to the Committee, in view of all the facts presented, that only two courses of action were open for adoption. Either the agreements and understandings, now so universally used, may be prohibited with a view to attempting the restoration of unrestricted competition, or the same may be recognized along lines which would eliminate existing dis-

advantages and abuses. It is claimed that the adoption of the first course—the prohibition of co-operative arrangements between practically all the lines in nearly all the divisions of our foreign trade—would not only involve a wholesale disturbance of existing conditions in the shipping business but would deprive American exporters and importers of the advantages claimed as resulting from agreements and conferences if honestly and fairly conducted, such as greater regularity and frequency of service, stability and uniformity of rates, economy in the cost of service, better distribution of sailings, maintenance of American and European rates to foreign markets on a parity, and equal treatment of shippers through the elimination of secret arrangements and underhanded methods of discrimination. (A classification of the advantages claimed as resulting from the aforementioned factors is presented on pp. 295 to 303 of the foregoing report.)

"These advantages, the Committee believes, can be secured only by permitting the several lines in any given trade to co-operate through some form of rate and pooling arrangement under Government supervision and control. It is the view of the Committee that open competition cannot be assured for any length of time by ordering existing agreements terminated. The entire history of steamship agreements shows that in ocean commerce there is no happy medium between war and peace when several lines engage in the same trade. Most of the numerous agreements and conference

arrangments discussed in the foregoing report were the outcome of rate wars, and represent a truce between the contending lines. To terminate existing agreements would necessarily bring about one of two results: the lines would either engage in rate wars which would mean the elimination of the weak and the survival of the strong, or, to avoid a costly struggle, they would consolidate through common ownership. Neither result can be prevented by legislation, and either would mean a monopoly fully as effective, and it is believed more so, than can exist by virtue of an agreement. Moreover, steamship agreements and conferences are not confined to the lines engaging in the foreign trade of the United States. They are as universally used in the foreign trade of other countries as in our own. The merchants of these countries now enjoy the foregoing advantages of co-operative arrangements, and to restore open and cutthroat competition among the lines serving the United States would place American exporters at a disadvantage in many markets as compared with their foreign competitors."

7. *International Conference.*

The International Institute of Agriculture is a permanent Government institution created by treaties signed June 7, 1905, between the United States and fifty-three other nations. The Institute is authorized and directed, among other things, to submit to the approval of the Governments measures for the protection

of the common interests of farmers. Mr. David Lubin is the American delegate. At the last Congress a resolution was adopted instructing the American delegate to present to the permanent committee of the Institute for action certain resolutions, among others instructing the Institute to invite the adhering governments to participate in an international conference on the subject of steadying the world's price of the stables. This resolution was adopted September 15, 1914, and approved by the President September 24, 1914 (Pub. Res. No. 50, 63d Con., 38 Statutes, 779). In support of this resolution there was laid before the House a paper which had been submitted by Mr. Lubin before the Committee on Foreign Affairs, which contains matter that serves to illuminate the subject under investigation. He says:

> "Experience has made it plain over and over again that in the world of industry there is just one field in which competition, if allowed to operate, leads in the end to the *reductio ad absurdum* of the whole competitive system. The field that I refer to is that of transportation; competition in transportation impedes and interferes with the free play of competition in other and important fields. This fact has been brought home so clearly to the American people that they have enacted laws excluding the railway carriers from the domain of competition by placing the regulation and control of rates in the hands of the Interstate Commerce Commission, and the same reasoning that holds good for the regulation and control of railroad rates by an Inter-

state Commerce Commission would, as was shown before, likewise hold good for the regulation and control of ocean carriers through an International Commerce Commission."

A curious circumstance is that complaint is made that staple articles are not covered by rate agreements between the carriers, with the result that rates for staple articles (meaning by "staple articles", bulky articles such as grain, flour, etc.) fluctuate violently from day to day, whereas on package traffic, which is covered by steamship regulation, rates can be changed only upon thirty or sixty days notice and therefore are more stable.

Since no International Commission is now in existence or is likely to be in existence for many years to come, there remains no way in which rates can be regulated between ocean carriers unless it be by mutual agreement. No law which Congress might pass could reach the situation, since the utmost that could be provided would be to prohibit foreign vessels from landing at our ports if they violated statutory requirements or by penalties which might produce the same result.

8. *Necessity for and beneficial effect of Conference Agreement.*

In reply to the uniform opinion expressed by the witnesses and by experts as to the necessity for and the benefits which result from the regulation of business by such a system as that embodied in the participation agreement, the petitioner relies upon cases which may

each have been properly decided, having regard to the subject matter and the circumstances of the particular case, but which we contend are not authority here because of the inherent nature of the business and the exigencies which surround it. It is said (Petn. brief, p. 114) that it is not established that ruinous or even excessive competition would break out if there were no regulation. But the opinion of the witnesses who have been examined, both for the Government and for the defendants, is to the contrary. They uniformly concur in the statement that ocean carriage cannot be conducted under modern conditions without some form of co-operative agreement between the carriers (Lister, 13 R. 1564; Winter, 13 R. 1739; Hannah, 13 R. 1484; Cauty, 12 R. 1096, 1097; Richard, 12 R. 790, 938). The fundamental reason for the opinion given by each of the witnesses, is that experience demonstrates that such conference agreements alone bring about stability in the trade (Lister, 13 R. 1520). This is important to the emigrant, because while a fluctuating rate may at one time enable him to pay a low price, at another time he is required to pay an exorbitantly high price. It is important to the shipping lines, because it enables them to make a forecast for the future and to safely contract for the building of new and improved ships (13 R. 1502). Fluctuating rates have a tendency also to induce immigration of a low grade of persons who are undesirable citizens (Hannah, 13 R. 1485); Lister, 13 R. 1557; Winter, 13 R. 1752). All these are matters of public interest. It is

also a matter of public interest that competitive warfare should not be carried to the extreme of driving the weaker competitor out of the business. The evidence shows that that has been a result of excessive competition with regard to a number of famous lines, notably the Guion Line, the National Line, the Inman Line, all of which perished from unregulated competition (Hannah, 13 R. 1436).

Mr. Hannah, who was formerly connected with the Inman Line and is now passenger manager of the Allan Line, testified as follows (13 R. 1436):

> "Q. I will put this question to you and you may illustrate it by your experience—I think you have sufficiently shown that you are an expert—whether or not it is necessary that there should be understandings among steamship lines by way of regulating competition? A. I certainly believe it is absolutely necessary.
>
> Q. Now go on and tell me why from your experience you believe it necessary. A. The Inman Company with which I was identified from 1869 until it went out of existence, was at one time one of the most prosperous lines, and it was followed into business by the National Line, established to do the same class of business, and later by the Guion Line. Those three lines were strong lines in the trans-Atlantic trade; they all perished because of unregulated competition. I might add to that also the Monarch Line, which came into business later, and still later the State Line. So there are five lines that perished in the trans-Atlantic

trade. Five out of eight British lines that did not survive.

Q. What do you mean by perished? A. They were driven out of business; they failed; they became bankrupt.

Q. And were picked up by other lines? A. Some of them were and some of them were simply abandoned. The National Line was bought up, and I think the present Atlantic Transport Line is the lineal successor of the National Line, and the Guion Line has no successor; it has simply gone out of existence. * * * Competition, fighting rates down sometimes as low as ten dollars, which meant less than $8 to the steamship company for carrying a passenger 3,000 miles, and the heavy cost of running the ship; steerage traffic not bearing its proportion of that cost; the ships running at a loss, soon exhausted the resources of the company, and they went out of existence one after another. And only the stronger ones lived and then indeed those that were strong at one time became weak and finally, as I have said, failed.

Q. And that was due to no cause except unrestricted competition? A. None at all, no, sir. Of course we have had commercial depressions which added to the strength of the competition, and what is true of New York here is equally true in Montreal, where we have now only one of the three original lines today, the one with which I am at present identified; there were three and now there is only one of those three.

Q. What three were they? A. The three

were the Allan Line and the Dominion Line and the Beaver Line. Now, there is no Beaver Line now, and the Dominion Line has been absorbed by the White Star or the American National Mercantile Marine——

Q. Were those lines prosperous lines at one time? A. At one time they enjoyed a fair degree of prosperity. I don't think they were ever strong lines, and they lasted in Montreal—I think one of them for probably 25 years—both of them nearly that length of time, and then went out.

Q. What was the cause of their going out of business? A. Over competition; unregulated rates * * * to-day our rates for steamers that make the passage in five or six days' less time, and are three times as large as those were, and I suppose ten times as well fitted up, our present rate is $31.25, or $8.75 less than they were back in 1869.

Q. What was furnished to the steerage passengers at the time you mention? A. In my earlier days in this business the steerage passenger had to buy what is called his own outfit; these outfits were sold on the wharf here in New York, and at Liverpool and Glasgow—wherever the steamer sailed from. The bundle was tied together, consisting of a mattress, blanket and a pillow, and a tin pan and a tin pail for washing in, and knife and fork and spoon and a cup, and the whole of that cost ten shillings, or $2.50. The passenger carried it on board on his back or his arm and it was abandoned when he left the ship—thrown overboard. That really had to be

> added to the price of his passage, so what I called $40 cost him $42.50. They were absolutely necessary. The food was carried around in large tin pans and the steward dug a fork into the pan and put a chunk of beef on his tin plate, filled his cup with coffee or tea, as the case might be and passed on to the next."

The Court will find on pages 1439-1440, from this same witness, a delineating comparison of the accommodations afforded at the higher rate before 1860, or at all events from 1860 to 1880.

It is also worthy of comment that the views expressed by the shipping men who were called as witnesses are corroborated by the opinions of the Committee appointed by Congress to investigate the shipping combinations, (the Alexander Committee), and by the unanimous judgment of the four Judges of the Second Circuit, three of whom have spent the larger part of their lives in the study of the law of shipping, and who are perhaps as competent as men well can be to pass upon the reasonableness of the system placed in operation under the participation agreement.

POINT III.

The agency restriction.

We have previously stated (*supra*, p. 16) the terms of the regulation (conference rule 9, 5 R. 2285), which prohibits conference agents from booking passengers for any steamer other than those in the conference lines. The Government complains that this is a true secondary "boycott", a combination to coerce A to cease dealing with B, in order to injure B. But manifestly this is not so. There is no attempt on the part of the conference lines to interefere in any way with the agent of any independent line. They simply bargain for the exclusive service of their own agents. Indeed, under well known principles, it would be a violation of the duty of the agent to accept inconsistent employment from a competitor. There seems to be no reason why one cannot bargain for the exclusive services of an agent or why several persons jointly may not bargain for such exclusive service.

Apart from this, the record shows that the careful selection of steamship agents in the immigrant business, and a rigid control over them, are extremely important in protecting the interests of the immigrant class, a class particularly liable to imposition by reason oftentimes of their ignorance of the language and their unfamiliarity with business. Mr. Hannah described the conditions which existed forty years ago at the City of New York and which continued until the conference took hold of it and stopped the payment

of commissions to runners (13 R. 1451, 1453). These regulations prohibit agents from cutting rates (Nyland, 11 R. 498), in order not to discriminate against the public. Stable rates are particularly needed where tickets are sold by a horde of agents. One of the reasons for the regulation of agents is well stated by Mr. Winter when he says:

> "If I have an agent whom I have educated up in the business and on whom I have spent a good deal of money, I do not propose to have somebody else whom I do not know and who is inimical to us come in and avail himself of his services and cut into our business" (13 R. 1743).

This we think is ordinary business prudence, which requires no further justification.

The Effect of Agency Regulation.

Mr. Hannah, who is connected with the Allan Line Steamship Company, testified that he had been in the steamship business in New York and Canada nearly all his life. He said that the agency system had been in operation as long as there had been any steamship companies running. The difficulty that existed, say, forty years ago in New York was that anybody, almost, could get a commission on a steamship ticket. He said he knew of a policeman making $30. a day by running passengers into the steamship offices and getting $3. for every one he brought into the office.

He said that he had known in Liberty Street where

there were two or three what they called "bunco" offices, where passengers were run in to get their tickets and money exchanged, and who got half-sovereigns for sovereigns and pieces of lead for money; that they attempted to prosecute these places many times; that along Wall Street there were "bunco" shops, and exchange offices, so-called, for roping in emigrants. This state of affairs existed in New York from 1870 to 1880.

One of the good things about the Conference is that it has stopped the swindling of emigrants. The agents at that time were irresponsible. They simply swindled the emigrants for a living, but the better class of them got an agent's commission of $3. One effect of the agency system has been that the emigrant has not been swindled. The agreement between the steamship lines in conference stopped the payment of commissions to runners at the boarding houses and places such as these exchange offices, and stopped the payment of commissions to any and everybody except authorized agents, who hold the company's ticket and a commission only is paid on the agency ticket by the agent to the passenger. Under the old system the passenger was sometimes booked for one vessel when he thought he was booked for another vessel and the runner would get a higher price (3 R. 1451).

Another mischief that was corrected by the agency agreement was the sale of tickets by certain steamship companies and then procuring lower rates by clubbing the tickets together (13 R. 1489-91).

Circulars and Publications.

Criticism is also made of the regulation in Article 16 which reads as follows:

> "No circulars or publications shall be issued by any line reflecting upon or instituting comparisons with any Conference line unfavorable to the latter, and no party hereto shall support any newspaper which may systematically attack any Conference line."

We submit that no sinister or dishonest purpose can be found in this regulation. No party is precluded from advertising the advantages or benefits which it has to afford the public. Freedom of competition ought not to be carried so far as to require that unfavorable comment should be made upon one's competitors, and, surely, no persons should be required to support a newspaper which systematically attacks him or those with whom he is associated, or to furnish advertisements to such newspapers.

POINT IV.

The commercial allowances.

The agreement between the Western Railroad Association and the steamship lines which provides for the payment of a commission allowance on all westbound passengers holding inland emigrant rail orders, landing at Ellis Island and ticketed by railroad lines

at Ellis Island have been already cited (*supra*, p. 18). The passenger purchases at the same time both his passage by ship and also his railroad ticket to his destination, or from his place of purchase to the shipping port. These tickets are sold by the ship's agent, and for this service the railroad makes an allowance to the conference (Sandford, 11 R. 364, 369). The benefits of this arrangement are detailed by Mr. McCain (12 R. 877):

> "The reason for the carriers making the commercial allowances to the railroads, which they think they are fully justified in doing, is that they act in the capacity of agents. The only thing, the financial feature, touched upon as part of the agency's service, is the furnishing of our tariffs to the emigrant, and I presume they are translated in certain countries, to some extent, where they are needed, and all of that is regarded by the carrier as an agency service, for which they think they are fully justified in receiving compensation by commission."

The steamship agent abroad sells the railroad ticket (12 R. 2626) or an order for it. The method in which this business is conducted at Ellis Island is detailed by Mr. McCain (12 R. 848): the railroads have an agency at Ellis Island, where they are tenants of the United States Government. As the emigrants are passed by the Government they are cared for by the agents of the railroads, among whom they are apportioned equally as nearly as may be. They are

thus assisted without being left unprotected in a strange land. The benefits of the system to the emigrant are those described by Mr. McCain, who is the Chairman of the Trunk Line Association:

> "If the present arrangements of agency service as performed by the steamship companies throughout the interior foreign countries, was interfered with, that might be found to be a disadvantage to the emigrant, and it is assumed if this allowance were not made, there might be some curtailment of that service, when it seems to be an advantage to the emigrant to be able to get his tickets abroad for his entire journey; and if the arrangement as at present in effect were disturbed, why some other form of agency would probably have to be established so that the emigrant might get his through ticket; and to that extent indirectly it might be considered that the emigrant was benefited by the paying of the allowance for what the carriers term and consider an agency service, and which the steamship companies employ in order to furnish the emigrants with their through tickets and arrangements" (12 R. 872).

The issues raised by the petition and answer do not present for consideration the propriety of these commercial allowances.

The petition, while specifying the grounds of complaint as to specific methods of unfair competition, does

not allude to this subject. The evidence as it was offered was objected to as not within the issues and we submit that it was improperly admitted and should now be disregarded.

POINT V.

The Canadian Pacific Railway Company.

The Canadian Pacific Railway Company, owning and operating a line of steamships sailing from Canadian ports, denied in its answer the allegation of the petition that it is a "common carrier of passengers and freight, including third class or steerage passengers, between the ports in the United States and ports or points in Europe, Asia or Africa". It admits that it carries from certain inland points to the United States persons to whom it has sold contracts for steerage transportation on its steamers sailing from Canadian ports to the port of Liverpool in England, but avers that the contracts for such railroad transportation are entirely separate and distinct from said contract for steerage transportation. It denies that in respect to any commerce in which it is engaged or otherwise it is violating or has violated in any way any of the provisions of the Act of Congress of the United States entitled "An Act to protect trade and commerce against unlawful restraints and monopolies", approved July 2, 1890 (11 R. 204).

It appears from the evidence that this defendant operates in the United States about 197 miles of road (13 R. 1589).

Its steamships do not go into or sail from any port of the United States (Kerr, 13 R. 1590-1592). Its participation under the agreement A-A is confined to east-bound traffic (Kerr, 13 R. 1591; A-A Agmt., Art. 3, 11 R. 41).

The defendant contends that it is not liable in this suit for the reasons:

1. That the Sherman Act cannot be applied extra-territorially as to foreign citizens, and that none of its business affected by the participation agreement or, if any, an insignificant portion, is transacted in the United States.

2. That it had given notice of its withdrawal from the participation agreement before the institution of this suit, and that the withdrawal became effective long before the making of the decree.

3. Steerage passengers are shipped from Montreal or Quebec to Liverpool and from Liverpool they are delivered at Quebec, where, under the Canadian law, immigrants must land (13 R. 1632). The Canadian Pacific Railway runs a few short lines into the United States, one to Holton, in Maine, a distance of three miles (13 R. 1633); another to Presque Isle, a distance of 29.2 miles, and another into the State of Vermont, a distance of 21 miles (13 R. 1633, 1634).

The main line from Montreal to Halifax runs a part of the way through the State of Maine, in all not exceeding 150 miles (13 R. 163). When the St. Lawrence is closed in Winter by reason of the ice, passengers are sent by rail from Montreal to Halifax,

and a part of this line, as we have said, runs over American territory.

When tickets are sold in the United States, if the passenger desires to go to a European port, he will be sold a railroad ticket to Montreal and a steamship ticket from Montreal to Liverpool and an order for his railroad trip from Liverpool to his point of destination in England (Kerr, 13 R. 1594). Mr. Kerr describes fully the *modus operandi* in the sale of a ticket from Chicago (13 R. 1594). The only portion of the transportation of an immigrant eastward from Halifax to Montreal which could come within the operation of the participation agreement, would be so much of the rail route as is in the State of Maine. This is utilized during some parts of the Winter months, as we have stated. At other times the traffic is exclusively between the Canadian and English ports. As to this latter traffic there seems to be no reason to doubt that it is extra-territorial and not within the penal or other provisions of the Sherman Anti-Trust Law.

American Banana Co. v. *United Fruit Co.*, 213 U. S. 347.

There is no doubt that in entering into the agreement this defendant had no intention of violating the laws of the United States. Mr. Kerr says:

> "We never dreamed that we would be in any breach of any law of the United States, not operating ships to and from ports in the United States in connection with this business. But when we found that the United States Govern-

ment was not pleased over the arrangement, why that had an influence with us of course, in cancelling this arrangement" (13 R. 1593, 1594).

Emigrants arriving at Halifax in the Winter and carried by rail to Montreal are not permitted to leave the train until they reach destination in Canada.

Under these circumstances the most that can be urged is that this Court has the power, if it shall find that the participation agreement is a violation of the Sherman Anti-Trust Law, to enjoin the Canadian Pacific from carrying passengers over the portion of their line in this country.

4. The Canadian Pacific served a notice of withdrawal from the participation agreement on November 26, 1910. Three months' notice is required. Accordingly, their connection with the participation agreement ceased March 1, 1911. This is pleaded in the answer of the Company (11 R. 209). The decree in this suit was made November 9, 1914.

The general rule in equity is that equity adapts its relief to the state of facts existing not at the beginning but at the close of litigation.

Randel v. *Brown*, 2 How. 406.

The Government contends that under the decision in the Trans-Missouri case it is entitled to a decree as of the date of filing of the petition. In that case the party withdrew from the agreement after the decree and pending an appeal.

In the brief for the Government it is said (p. 37):

> "It may be doubted, however, whether there was, in fact, any *bona fide* withdrawal."

Again (p. 40):

> "We submit, therefore, that there has been no *bona fide* withdrawal on the part of either the Allan Line, the Canadian Pacific Railway Company or the Russian East Asiatic Company."

In a foot note (pp. 37, 38, 39 and 40), there are citations of testimony from which possibly it might be argued that the withdrawal of the Allan Line was not effective, and that the withdrawal of the Russian East Asiatic Company was not made in good faith; but there is not a syllable of evidence, express or implied, which by any ingenuity can be tortured into a meaning which will call in question the good faith of the action of the Canadian Pacific Railway Company.

The decree of the Court below should be affirmed.

Respectfully submitted,

SPOONER & COTTON,
Solicitors for Hamburg-Amerikanische Packetfahrt-Actien Gesellschaft, The Allan Steamship Company and The Canadian Pacific Railway Company.

October, 1915.

JOHN C. SPOONER,
CHARLES P. SPOONER,
JAMES L. BISHOP,
of Counsel.

UNITED STATES OF AMERICA *v.* HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT.

HAMBURG-AMERIKANISCHE PACKETFAHRT-ACTIEN GESELLSCHAFT, APPELLANTS, *v.* UNITED STATES OF AMERICA.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

Nos. 289, 332. Argued November 3, 4, 1915.—Decided January 10, 1916.

This court cannot pass upon questions which have, as an inevitable legal consequence of the European War now flagrant, become moot. This court takes judicial notice of the European War and that its in-

evitable consequence has been to interrupt the steamship business between this country and Europe.

It is a rule of this court based on fundamental principles of public policy not to establish a rule for controlling predicted future conduct; and it will not decide a case, involving a combination alleged to be in violation of the Anti-Trust Act, which has become moot as a legal consequence of war, because of probability of its being recreated on the cessation of war. *California* v. *San Pablo R. R.*, 149 U. S. 308.

The power of this court cannot be enlarged or its duty affected in regard to the decision of a moot case by stipulation of parties or counsel.

Where a case to dissolve a combination alleged to be illegal under the Anti-Trust Act has become moot and this court has thus been prevented from deciding it upon the merits, and the court below decided against the Government, the course most consonant with justice is to reverse, with directions to dismiss the bill without prejudice to the Government in the future to assail any actual contract or combination deemed to offend the Anti-Trust Act.

216 Fed. Rep. 971, reversed.

THE facts, which involve the construction and application of the Sherman Anti-Trust Act of July 2, 1890 and the practice of this court in regard to cases which have become moot, and the effect of the legal consequence of war, are stated in the opinion.

Mr. G. Carroll Todd, Assistant to the Attorney General, with whom *Mr. Thurlow M. Gordon*, Special Assistant to the Attorney General, was on the brief for the United States.

Mr. Charles P. Spooner, with whom *Mr. John C. Spooner* and *Mr. James L. Bishop* were on the brief for Hamburg American Steamship Company.

Mr. Lucius H. Beers, with whom *Mr. Allan B. A. Bradley* was on the brief for Cunard Steamship Company and others.

Mr. Charles C. Burlingham, with whom *Mr. Roscoe H. Hupper* was on the brief for American Line and others.

Mr. Joseph Larocque, with whom *Mr. William G. Choate* and *Mr. Nelson Shipman* were on the brief, for North German Lloyd and others.

Mr. Ralph James M. Bullowa for defendants Johnson and Straus, agents of Russian East Asiatic Steamship Company, Ltd., submitted.

MR. CHIEF JUSTICE WHITE delivered the opinion of the court.

The United States on January 4, 1911, commenced this suit to prevent the further execution of an agreement to which the defendants were parties and which it was charged constituted the foundation of an illegal combination in violation of the Anti-Trust Act of July 2, 1890, (26 Stat. 209, c. 647). The relief asked moreover in the nature of things embraced certain subsidiary agreements made during the course of the execution of the main contract in furtherance of its alleged prohibited result. The principal agreement was made in 1908 to last until February 28, 1911, but was to continue in force thereafter from year to year unless not later than December 1st of each year a notice of the intention not to continue was given. On December 3, 1910, however, just a month before this suit was filed, the agreement in question was renewed for a period of five years.

We give from the argument on behalf of the United States a statement of the corporate defendants to the bill, some of whom had become parties to the alleged illegal combination by subsidiary agreement or agreements made at a later date than the original contract.

1. "The Allan Line Steamship Company, Limited, hereafter called the 'Allan Line,' a British corporation, operating from Portland, Boston, and Philadelphia to London, Liverpool, and Glasgow and return.

2. "International Mercantile Marine Company, a New Jersey corporation, operating from New York and Philadelphia to Liverpool and Southampton and return.

3. "Its ships, together with those of its subsidiary company, defendant International Navigation Company, Limited, also operating from New York and Philadelphia to Liverpool and Southampton, . . . are referred to as the 'American Line.' Besides International Navigation Company, Limited, it also controls through stock ownership the defendants British and North Atlantic Steam Navigation Company, Limited, Societe Anonyme de Navigation Belge Americaine, and Oceanic Steam Navigation Company, Limited.

4. "British and North Atlantic Steam Navigation Company, Limited, a British corporation, hereafter called the 'Dominion Line,' operating from Portland to Liverpool and return.

5. "Societe Anonyme de Navigation Belge Americaine, a Belgian corporation, hereafter called the 'Red Star Line,' operating from New York and Philadelphia to Antwerp and return.

6. "Oceanic Steam Navigation Company, Limited, a British corporation, hereafter called the 'White Star Line,' operating from New York and Boston to Liverpool and Southampton and return.

7. "The Anchor Line (Henderson Brothers), Limited, a British corporation, hereafter called the 'Anchor Line,' operating from New York to Glasgow and return.

8. "Canadian Pacific Railway Company, a Canadian corporation, operating a regular line of steamships, hereafter called the 'Canadian Pacific Line,' from Montreal, Quebec, and St. John in the Dominion of Canada to Liverpool, England, and return. It also owns and operates a transcontinental railroad which, partly through branches running into the United States and partly through connections with the Wabash and other American railroads,

transports a substantial proportion (12%) of its steamship passengers to and from points in this country.

9. "The Cunard Steamship Company, Limited, a British corporation, hereafter called the 'Cunard Line,' operating from New York and Boston to Liverpool in England, Fiume in Hungary, and Trieste in Austria, and return.

10. "Hamburg-Americkanische Packetfahrt-Actien Gesellschaft, a German corporation, hereafter called the 'Hamburg-American Line,' operating from New York to Hamburg and return.

11. "Nord Deutscher Lloyd, a German corporation, hereafter called the 'North German Lloyd Line,' operating from New York, Baltimore, and Galveston to Bremen and return.

12. "Nederlandsh-Amerikaansche Stoomvaart Maatschapij (Holland-Amerika Lijn), a Netherlands corporation, hereafter called the 'Holland-American Line,' operating between New York and Rotterdam and return.

13. "Russian East Asiatic Steamship Company, a Russian corporation, hereafter called the 'Russian-America Line,' operating between New York and Libau, Russia, and return."

The individuals named as defendants were the principal officers and agents in this country of the corporate defendants. We extract from the argument on behalf of the Government the following statement of the main provisions of the principal agreement.

"(1) The parties guarantee to each other certain definite percentages of the entire steerage traffic carried by them both eastbound and westbound between European ports and the United States and Canada, except Mediterranean passengers.

"(2) Any line exceeding its allotment must pay into the pool a compensation price of £4 for each excess passenger, which sum is to be paid proportionately to the line or lines

which have not carried their full quota. It is expressly stated that this provision 'forms one of the main features of the entire contract.'

"(3) Each line must make a weekly report of the number of steerage passengers carried, and from these the secretary of the pool compiles weekly statements showing the pool position of each line. He also prepares each month provisional accounts of the compensation due from lines which have exceeded their quota. This must be paid immediately on pain of heavy penalties. Final settlements are made at the end of each year.

"(4) Each line undertakes to arrange its rates and service in such manner that the number of steerage passengers it actually carries shall correspond as nearly as possible with the number allotted to it by the contract. If any line exceeds its proportion it is in duty bound to adopt measures calculated to bring about a correct adjustment. The other lines may either await the action of the individual line or a majority of the lines representing 75 per cent. of the pool shares can immediately order rates on a plus line to be raised or rates on a minus line to be lowered, and from this order there is no appeal. It is expressly stated, however, that 'all parties were unanimously of the opinion that the adjustment is, whenever practicable, to be effected not by reducing the rates of one Line but on the contrary by *raising* the rates of one or several of the Lines.

"(5) No line has the right to alter its steerage rates without having previously informed the secretary; i. e., all lines are bound to maintain existing rates until the other pool members are notified.

"(6) No circulars or publications shall be issued by any line reflecting upon or instituting comparisons with any other conference line unfavorable to the latter, and no party shall support (advertise in) any newspaper which shall systematically attack any conference line.

"(7) To insure the faithful performance of the agree-

ment, each line deposits with the secretary a promissory note in the amount of £1,000 for each per cent. of traffic allotted to it in the pool. From this amount penalties may be collected ranging from £250 for smaller infractions to the forfeiture of the entire deposit if the line withdraws from the agreement before its expiration, refuses to pay compensation money, or assists directly or indirectly any opposition line.

"(8) New lines may be admitted or the terms of the agreement altered only by unanimous vote, unless otherwise provided in the contract.

"(9) To assist in the carrying out of the agreement a Secretary was appointed.

"(10) Regular meetings are to be held alternately at London and Cologne for the purpose of carrying out this agreement and agreements collateral thereto. These meetings constitute what is called The Atlantic Conference.

"Representatives of the Atlantic Conference Lines likewise meet in New York in what is called the American Atlantic Conference or New York Conference."

It is to be observed in addition that the agreement expressly provided that the withdrawal of any one of the lines from the contract should release all others from all future obligation unless the others agreed among themselves to continue.

To the elucidation of the view we take of the case it suffices to say that as the result of the answers of the defendants the issues which arose for decision were twofold in character: Did the Anti-Trust Act relate to the business of ocean transportation with which the assailed agreement and those subsidiary to it were concerned; and if so, did the agreements and the conduct of the defendants under them, constitute a violation of the provisions of the Anti-Trust Act?

The court below, although deciding that the ocean

transportation covered by the main agreement was under the control of the Anti-Trust Act, yet held that the assailed contract and the action of the parties under it were not within the terms of the act and therefore that the complaint of the Government on that subject was without foundation. The court, however, concluded that a certain subsidiary agreement which had been entered into in the process of the execution of the original agreement had given rise to a practice which was reprobated by the Anti-Trust Act and the further execution of such agreement and the carrying out of the practice under it were by the decree forbidden. The court reached these conclusions upon opinions formed concerning the nature and character of ocean transportation with which the agreement was concerned, the evils which had existed in the traffic and which it was the purpose of the agreement to remedy, the practice of the commercial world in dealing with such transportation in the past, the benefit which had resulted to commerce from the execution of the agreement, the reflex light thrown upon its intent and object by the reasonable rates which had been applied in its execution and many other conditions which had come to pass as a result of the agreement tending to the amelioration of the conditions of steerage travel and the resulting benefaction to the safety, comfort and health of the millions of human beings traveling by steerage, to which class of traffic alone the contract related. (216 Fed. Rep. 971.)

The contentions which presumably were urged in the court below and which it is deemed by the parties here arise for decision will at once appear by giving a brief statement concerning those made on this appeal by the United States and by the defendants as appellees or on a cross appeal. On behalf of the United States it is insisted that the provisions of the Anti-Trust Act govern the subject, that the terms of the agreement constitute a plain violation of that act, that the conduct of the parties under

it add additional force to the considerations arising from the text of the contract since it demonstrates that the purpose of the agreement was to destroy competition, to acquire dominion over rates and to fix them as the result of monopoly, and that it is wholly irrelevant to inquire whether in executing the wrongful powers which were acquired by the contract the parties were beneficent in their action, since what the act forbids is the monopoly and the combination for the purpose of obtaining monopoly and there is no distinction in the act between a good monopoly and a bad one. On the other hand, the contentions of the defendants are as follows: First, that conceding the power, it is not to be assumed, in the absence of express declaration to that effect, that the purpose of Congress in the Anti-Trust Act was to extend its authority into foreign countries to prevent the execution in such countries, of contracts which were there legal and which were intended, in view of the conditions there prevailing, to better enable the discharge by ocean carriers of their duty. Second, that it appears from subsequent legislation of Congress that it was not its intention to deal with ocean transportation from and to foreign countries by the Anti-Trust Act, since such transportation was dealt with in subsequent legislation in a manner which persuasively leads to such conclusion. Tariff Act of August 27, 1894, c. 349, §§ 73–77, 28 Stat. 509, 570; Tariff Act of July 24, 1897, c. 11, § 34, 30 Stat. 151, 213; Joint Resolution, September 19, 1914, No. 43, 38 Stat. 779. Third, that in fully investigating and considering the question whether ocean transportation to and from foreign countries was included in the Anti-Trust Act, in an elaborate report a committee of the House of Representatives had expressed conclusions in conflict with the view that the act did apply and had recommended the adoption of legislation to guard against evils in such traffic, if any, and which legislation, if adopted, would be in a large sense incompati-

ble with the conclusion that the Anti-Trust Act was applicable to such transportation.

While this mere outline shows the questions which are at issue and which would require to be considered if we had the right to decide the controversy, it at once further demonstrates that we may not, without disregarding our duty, pass upon them because of their absolute want of present actuality, that is, because of their now moot character as an inevitable legal consequence springing from the European war which is now flagrant—a matter of which we take judicial notice. *Montgomery* v. *United States*, 15 Wall. 395; *United States* v. *Lapène*, 17 Wall. 601; 7 Moore's International Law Digest, 244, 250. The legal proposition is not in substance controverted, but it is urged in view of the character of the questions and the possibility or probability that on the cessation of war the parties will resume or recreate their asserted illegal combination, we should now decide the controversies in order that by operation of the rule to be established any attempt at renewal of or creation of the combination in the future will be rendered impossible. But this merely upon a prophecy as to future conditions invokes the exercise of judicial power not to decide an existing controversy, but to establish a rule for controlling predicted future conduct, contrary to the elementary principle which was thus stated in *California* v. *San Pablo & Tulare R. R.*, 149 U. S. 308, 314: "The duty of this court, as of every judicial tribunal, is limited to determining rights of persons or of property, which are actually controverted in the particular case before it. When, in determining such rights, it becomes necessary to give an opinion upon a question of law, that opinion may have weight as a precedent for future decisions. But the court is not empowered to decide moot questions or abstract propositions, or to declare, for the government of future cases, principles or rules of law which cannot affect the result as to the thing in issue

in the case before it. No stipulation of parties or counsel, whether in the case before the court or in any other case, can enlarge the power, or affect the duty, of the court in this regard."

See also *Lord* v. *Veazie*, 8 How. 251; *Cheong Ah Moy* v. *United States*, 113 U. S. 216; *Little* v. *Bowers*, 134 U. S. 547; *Jones* v. *Montague*, 194 U. S. 147; *Security Life Insurance Co.* v. *Prewitt*, 200 U. S. 446; *Richardson* v. *McChesney*, 218 U. S. 487; *Stearns* v. *Wood*, 236 U. S. 75.

Our attention has indeed been directed to a recent decision in *United States* v. *Prince Line, Limited*, 220 Fed. Rep. 230, where although it was recognized that "The combination against which this proceeding is directed, composed of two British and two German steamship companies, has been practically dissolved as a result of the European War," and the questions presented "have become largely academic," the court nevertheless proceeded to consider and dispose of the case on the merits, observing in conclusion, however: "In view of the fact that the logic of events has turned this investigation into an autopsy, instead of a determination of live issues it seems unnecessary to discuss the persuasiveness of the proofs," etc. But we cannot give our implied sanction to what was thus done or accept the persuasiveness of the reasoning upon which the action was based in view of the settled decisions of this court to the contrary and the fundamental principles of public policy upon which they are based. In fact at this term, although we were pressed to take jurisdiction of a cause in a capital case after the death penalty had been inflicted on the accused, we declined to do so and dismissed for want of jurisdiction because the case had become a moot one. *Director of Prisons* v. *Court of First Instance of the Province of Cavite*, *post*, p. **633.**

Nor is there anything in *United States* v. *Trans-Missouri Freight Association*, 166 U. S. 290, and *Southern Pacific Terminal Co.* v. *Interstate Commerce Commission*, 219 U. S.

498, which conflicts with this fundamental doctrine. In the first, the *Trans-Missouri Case*, a combination between railroads charged to be illegal was by consent dissolved and it was held that in view of the continued operation of the railroads and the relations between them their mere consent did not relieve of the duty to pass upon the pending charge of illegality under the statute of their previous conduct, since by the mere volition of the parties the combination could come into existence at any moment. Leaving aside some immaterial differences, in terms the ruling in the *Southern Pacific Case* was based upon the decision in the *Trans-Missouri Case*. Here on the contrary the business in which the parties to the combination were engaged has by force of events beyond their control ceased and by the same power any continued relation concerning it between them has become unlawful and impossible. The difference between this and the *Trans-Missouri Case* was clearly laid down in *Mills* v. *Green*, 159 U. S. 651, where after announcing the general rule as to the absence of authority to consider a mere moot question and referring to possible exceptions resulting from the fact that the want of actuality had arisen either from the consent of the parties or the action of a defendant, it was declared (p. 654): "But if the intervening event is owing to the plaintiff's own act or to a power beyond the control of either party, the court will stay its hand."

Although it thus follows that there are no issues on the merits before us which we have a right to decide, it yet remains to be determined what our order should be with reference to the decree below rendered, which as we have seen was against the Government and in favor of the assailed combination because it was found not to be within the prohibitions of the Anti-Trust Act. As established by the ruling in *South Spring Hill Gold Co.* v. *Amador Gold Co.*, 145 U. S. 300, our conclusion on such subject must be reached without at all considering the merits of the cause

and must be based solely upon determining what will be "most consonant to justice" in view of the conditions and circumstances of the particular case. Coming to consider the question in that light and in view of the nature and character of the conditions which have caused the case to become moot, we are of opinion that the ends of justice exact that the judgment below should not be permitted to stand when without any fault of the Government there is no power to review it upon the merits, but that it should be reversed and the case be remanded to the court below with directions to dismiss the bill without prejudice to the right of the Government in the future to assail any actual contract or combination deemed to offend against the Anti-Trust Act.

And it is so ordered.

MR. JUSTICE MCREYNOLDS took no part in the consideration or decision of these cases.